

**SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF CHINO**

**and**

**TRI POINTE HOMES HOLDINGS, INC., a Delaware corporation**

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN**  
**THE CITY OF CHINO**  
**AND**  
**TRI POINTE HOMES HOLDINGS, INC.**

**Agreement Date:** February 18, 2025

**Subdivider Name:** **TRI POINTE HOMES HOLDINGS, INC, a Delaware corporation**

**Subdivision Description:** Project consists of 28.16 adjusted gross acres of land within the Falloncrest Town Square master plan area. On August 21, 2024, the Planning Commission approved a "B" level Master Site Approval and Tract Map No. 20312-2 to further master plan the property for the development of 516 attached, multifamily residential units and a 0.4-acre park within the within the High-Density Residential land use designation of the Falloncrest Town Square project area. This project is generally located at the northeast corner of Pine Avenue and West Preserve Loop.

**Tentative Map No.:** 20312-2

**Estimated Total Cost of Improvements:** \$5,289,500.00

**Estimated Total Cost of Monumentation:** \$11,000 (based upon the plans, including individual lots, subdivision boundary and public improvements).

**Security:**

**Bond No.:** \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Designees for the Service of Written Notice:**

<b>CITY:</b>	<b>SUBDIVIDER:</b>
Jesus Plasencia Assistant City Engineer  13220 Central Avenue Chino, CA 91710  (909) 334-3417 <a href="mailto:iplasencia@cityofchino.org">iplasencia@cityofchino.org</a>	<b>TRI POINTE HOMES HOLDINGS, INC.</b>  Michael Hernandez 5 Peters Canyon Road, Ste. 100 Irvine, CA 92606  (949) 981-4246 <a href="mailto:Michael.Hernandez@TriPointeHomes.com">Michael.Hernandez@TriPointeHomes.com</a>
<b>CITY PROJECT INSPECTOR</b>	<b>OWNER:</b>
Isaac Ortega Permit & Inspection Supervisor  13220 Central Avenue Chino, CA 91710  (909) 334-3501 <a href="mailto:iortega@cityofchino.org">iortega@cityofchino.org</a>	<b>KL LB BUY 3 LLC, a Delaware limited liability company</b>  Tricia Tiernan Authorized Signatory

## TABLE OF CONTENTS

### 1. Construction Obligations

- 1.1 Works of Improvement
- 1.2 Other Obligations Referenced in Conditions of Tentative Map Approval
- 1.3 Intent of Plans
- 1.4 Survey Monuments
- 1.5 Performance of Work
- 1.6 Changes in the Work
- 1.7 Defective Work
- 1.8 No Warranty by City
- 1.9 Authority of the City Engineer
- 1.10 Documents Available at the Site
- 1.11 Inspection
- 1.12 Compliance with Law; Applicable Standards for Improvements
- 1.13 Suspension of Work
- 1.14 Erosion and Dust Control and Environmental Mitigation
- 1.15 Final Acceptance of Works of Improvement
- 1.16 Vesting of Ownership
- 1.17 Subdivider's Obligation to Warn Public During Construction
- 1.18 Injury to Public Improvements, Public Property or Public Utility

### 2. Time for Performance

- 2.1 Commencement and Completion Dates
- 2.2 Phasing Requirements
- 2.3 Force Majeure
- 2.4 Continuous Work
- 2.5 Reversion to Acreage

### 3. Labor

- 3.1 Labor Standards
- 3.2 Nondiscrimination
- 3.3 Licensed Contractors
- 3.4 Workers' Compensation

### 4. Security

- 4.1 Required Security
- 4.2 Form of Security Instruments
- 4.3 Subdivider's Liability
- 4.4 Letters of Credit
- 4.5 Release of Security Instruments

### 5. Cost of Construction and Provision of Inspection Service

- 5.1 Subdivider Responsible for All Related Costs of Construction

5.2 Payment to City for Cost of Related Inspection and Engineering Services

5.3 Payment of Development Impact Fees

6. Acceptance of Offers of Dedication

7. Warranty of Work

8. Default

8.1 Default by Subdivider

8.2 Remedies

8.3 Remedies Not Exclusive

8.4 Attorney's Fees and Costs

8.5 Waiver

9. Indemnity/Hold Harmless

10. Subdivider's Indemnity of Project Approval

11. Insurance Requirements

12. Environmental Warranty

13. General Provisions

13.1 Successors and Assigns

13.2 No Third-Party Beneficiaries

13.3 No Vesting Rights

13.4 Subdivider is Not Agent of City

13.5 Time of the Essence

13.6 Notices

13.7 No Apportionment

13.8 Severability

13.9 Captions

13.10 Incorporation of Recitals

13.11 Interpretation

13.12 Entire Agreement; Waivers and Amendments

13.13 Counterparts

14. Authority

## **SUBDIVISION IMPROVEMENT AGREEMENT**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 18<sup>th</sup> day of February, 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and TRI POINTE HOMES HOLDINGS, INC. a Delaware corporation (Subdivider").

### **RECITALS**

A. Subdivider is the owner of and has obtained approval of a subdivision map identified as Tentative Tract Map No. 20312-2, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 20312-2 for the Property and permitting development of the Property to proceed.

### **COVENANTS**

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

#### **1. Construction Obligations.**

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$5,289,500.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 20312-2 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.



Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

## 2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

### 3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

#### 4. Security.

##### 4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$5,289,500.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$2,644,700.00 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$11,000 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$528,900.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;



- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
  - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
  - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
  - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
  - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
  - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
  - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
  - (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino  
Risk Management  
13220 Central Avenue  
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

- (a) Any proceeding or investigation by any federal, state or local governmental
- (b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- (c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
- (d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

***[SIGNATURES ON NEXT PAGE]***



**IN WITNESS WHEREOF**, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fred Galante, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Hye Jin Lee, P.E.  
Director of Public Works

**SUBDIVIDER: TRI POINTE HOMES  
HOLDINGS, INC., a Delaware corporation:**

By: \_\_\_\_\_  
Name: Michael Hernandez  
Its: Assistant Secretary

**OWNER: KL LB BUY 3 LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: Tricia Tiernan  
Its: Authorized Agent

**CITY OF CHINO**

\_\_\_\_\_  
Dr. Linda Reich, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Natalie Gonzaga, City Clerk

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officerpersonally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public*Place Notary Seal Above***OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT “A”**  
**LOCATION MAP**

**[attached]**





Exhibit A  
LOCATION MAP  
TM 20312-2

## **EXHIBIT "B"**

### **TENTATIVE TRACT MAP NO. 20312-2 WORKS OF IMPROVEMENT**

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.
- E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.
- F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.
- G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- H. A street lighting system (City-owned) in accordance with City Standards.
- I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.
- L. Street signs at intersections per the City Standards.
- M. Installation of approved landscaping (plants and materials).
- N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Public Works or her designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

# PUBLIC WORKS CONDITIONS OF APPROVAL

TRACT MAP NO. 20312-2, PL24-0013 (MSA) and PL24-0014 (SA)

DATE: July 16, 2024 PC MEETING DATE: August 21, 2024

PROJECT DESCRIPTION: 516 condos on 32.83 gross acres with 1 large rec building

PROJECT LOCATION: NEC of West Preserve Loop and Pine Avenue

APPLICANT: TriPointe Homes PROJECT ENGINEER: Felicia Marshall

PRIOR TO THE FOUR MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE PUBLIC WORKS DIRECTOR SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 20312 AND MSA PL20-0011 INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

## 1.0 **PRIOR TO MAP RECORDATION:**

- 1.1 Provide a preliminary Title Report no older than 60 days.
- 1.2 Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.
- 1.3 Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>A Street</u>	<u>60 feet R/W</u>	<u>30 feet each side</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

- 1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3b Abandonment of right of way will be required on Bickmore Avenue.
- 1.3c Additional dedication of right of way may be required at intersections for multi-use trails.
- 1.3d Additional right of way may be required for signals to be in ultimate locations along Pine Avenue.
- 1.3e Additional right of way will be required for the easterly half of "A" Street that is outside the project boundary.
- 1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This

Reviewed/Approved By: JP Date: 8/12/24

document must be submitted to and approved by the City before it is submitted to any other governmental entity.

- 1.5 "A" Street shall be right in, right out per the approved TIA. There shall be no left from Pine Avenue.
- 1.6 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.8. All security must be accessible to the City at any time and in a form acceptable to the City Engineer, pursuant to Government Code, Section 66499.
- 1.7 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.8 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.
- 1.9 Comply with all applicable requirements of the City Municipal Code.
- 1.10 Provide landscape lots on West Preserve Loop, Pine Avenue, and Bickmore Avenue per the Preserve Specific Plan.
- 1.11 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, created by, extended from, or connected to any required or provided sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and other associated pedestrian facilities.
  - a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
    - i. park/recreation play facilities
    - ii. sidewalks/walks
    - iii. shared-use paths/multi-purpose paths
    - iv. curb ramps
    - v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering space, clear space)
    - vi. driveway approaches crossings
    - vii. parking space
    - viii. bus boarding and alighting areas (bus stops)
  - b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.
  - c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations, dimensions and slopes of maneuvering spaces and landings, width of sidewalk, clear width and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remediated and brought up to accessibility standards as part of the project.
- 1.12 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.



**2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/  
PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:**

- 2.1 Record Tract Map No. 20312-2 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.
- 2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 2.3 Provide a focused parking and circulation study comprising the project access/egress, internal circulation and project parking analyzes. The study is subject to the review and approval of the City Traffic Engineer.
- 2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 2.7 Design and install a monitoring manhole (per City Standard No. 530) on each private main that is tributary to the City's main sewer.
- 2.8 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

		<u>Street Names</u>		
	<u>"A" Street</u>			
Curb & Gutter (Offset from Centerline)	18' both sides			
Sidewalk (Width)	5' both sides			
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'			
Asphalt Concrete Overlay				
Street Lights	X			
Median Island and Landscaping				
Parkway Landscaping	X			
Striping and Traffic Controls	X			
Traffic Signal Interconnect				
Conduit System for CATV	X			
Sewer				
Storm Drain	X			
Domestic Water	X			
Recycled Water	X			
Fire Hydrants as required by CVIFD	X			

<sup>1</sup> Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.

<sup>2</sup> Public water mains shall not extend into lettered lots.

<sup>3</sup> Public sewer mains in public streets only. Otherwise, private sewer mains.

<sup>4</sup> Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

2.9 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

2.10 Existing ramps at Pine Avenue/West Preserve Loop and Bickmore Avenue/West Preserve Loop may require upgrades based on the City's Policy on Accessible Pedestrian Facilities.

Block 1 (TTM 20633) and Block 8 (TTM 20632) both have conditions to improve the intersection at Pine Avenue and West Preserve Loop. If this project were to proceed with construction first, the ramp on the NWC would be required to be upgraded and the ramp on the NEC adjacent to the project would be constructed for crossing only in the east/west direction with a ramp to the south designed for future.

The ramps on the west side of West Preserve Loop at Bickmore shall be upgraded if they are not compliant with the City's Policy on Accessible Pedestrian Facilities.

2.11 Interconnect Communication shall be required along Bickmore Avenue in addition to the interconnect that was conditioned along Pine Avenue with the Tentative "A" map for TR 20312.

2.12 Based on the conditions for Tentative "A" map for TR 20312, West Presere Loop shall require asphalt concrete overlay/reconstruction based on R-value testing.

- 2.13 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.
- 2.14 Annex the property into the Preserve Master Maintenance Corporation (PMMC) to ensure the ongoing maintenance and operation of interior and exterior street lights, public and common area landscaping, and sidewalks. If the project is not able to annex to the PMMC, the HOA will be responsible for maintenance and operation of perimeter street lights, landscape areas, and sidewalk. The HOA shall enter into a maintenance agreement with the City.
- 2.15 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).

- 2.16 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml)
- 2.17 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document and include the Trash Order Implementation Plan requirements. A trash capture device will also be required on Storm Drain Line C.
- 2.18 Santa Ana Regional Water Quality Control Boards 13383 Order has required treatment control as part of their Trash Amendment. The addition of a trash capture device shall be required on Storm Drain Line C. Any device selected must be listed among the Full Capture Systems certified by the Executive Director of the State Water Resource Control Board.
- 2.19 Any future maintenance and repair of sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

- 2.20 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).
- 2.21 City has determined that the type of water (recycled) shall be used for grading operations, dust control activities, and common area/public landscape irrigation. Should supply of recycled water not be available at the time of permit issuance potable water may be used on a temporary basis.
- 2.22 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.
- 2.23 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.24 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans, and City redlines of previous submittals. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.
- 2.25 The developer shall be responsible for the modification of traffic signal at West Preserve Loop and Pine Avenue. During construction, the developer shall be responsible for any damages attributed to the construction of related public improvements and shall coordinate with the Transportation Division and the City's designated traffic signal maintenance company for technical support of the traffic signal during construction until such time as the improvements are accepted by the City to the satisfaction of the City Engineer.
- 2.26 Pay fair share contributions towards improvements as defined in approved traffic study, and as modified in the Development Agreement.

### **3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:**

- 3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.8 above (per Resolution No. 88-23).
- 3.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Municipal Code, Chapter 13.32.
- 3.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.
- 3.4 Rehabilitate all street pavement impacted by utility trench repairs as directed by City staff. Install signing and striping per approved plans.
- 3.5 Pay all remaining applicable fees pursuant to City Municipal Code.

### **4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:**

- 4.1 Complete all Conditions of Approval listed under Sections 1-3 above.
- 4.2 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

- 4.3 Submit to the City, electronic files of Tract/Parcel Map and “as-built” improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

**CITY OF CHINO  
DEVELOPMENT SERVICES DEPARTMENT  
DEVELOPMENT ENGINEERING DIVISION**

---

TRACT MAP NO. Error! Reference source not found.

PROJECT ENGINEER: Felicia Marshall

DATE: 7/16/2024

**A COPY OF THIS CHECK LIST MUST BE PROVIDED ALONG WITH A COMPLETED PLAN CHECK REVIEW APPLICATION TO THE  
ENGINEERING TECHNICIAN WHEN MAKING AN APPOINTMENT FOR FIRST PLAN CHECK SUBMITTAL**

- ☒ ~~Copy of Development Engineering Division Conditions of Approval~~ →
- ☒ ~~Plan Check Fee Calculation Form~~ →
- ☒ Maps (Subdivision Only)
- ☒ ~~Preliminary Title Report (no older than six months) (Subdivision Only)~~ →
- ☒ ~~Closure Calculations (Subdivision Only)~~ →
- ☒ ~~Referenced Maps (Subdivision Only)~~ →
- ☒ ~~Preliminary Soils Report (no older than sixty days)~~ →
- ☐ Lot line adjustment certificate
- ☐ Lot merger
- ☒ Right-of-way dedication
- ☐ Rough Grading Plans
- ☒ Precise Grading Plans
- ☒ Storm Drain Plans still in plan check
- ☒ Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- ☒ Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☒ Street Improvements Plans still in plan check
- ☐ Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☒ Sewer Plans Offsite sewer by Proactive APPROVED - connection in Pine at WPL and Bickmore (NEED TO REMOVE GENERAL NOTES ON TITLE SHEET TWICE)
- ☒ Domestic Water Plans Offsite by Proactive APPROVED
- ☒ Recycled Water Plans
- ☒ Street Light Plans including a Photometric Diagram
- ☒ Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- ☒ Signing and Striping Plans still in plan check
- ☒ Traffic Signal Interconnect Plans
- ☒ Traffic Signal Plans
- ☒ Water Quality Management Plan



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STREETS</b>				
1	EA	Tree Removal	\$ 800.00	\$ 800.00
	CY	Concrete Removal	\$ 325.00	\$ -
	CY	AC Pavement Removal	\$ 100.00	\$ -
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ -
5,647	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ 146,822.00
	LF	PCC 8" Curb & 12" Gutter on 6" AB	\$ 26.00	\$ -
1,718	LF	PCC Curb Only	\$ 20.00	\$ 34,360.00
48	LF	6" A.C. Berm	\$ 20.00	\$ 960.00
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
33,291	SF	4" PCC Sidewalk	\$ 5.80	\$ 193,087.80
	CY	8" Concrete per Caltrans Std Plan No P1	\$ 300.00	\$ -
720	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ 10,800.00
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Street Sign and Post	\$ 475.00	\$ -
	EA	Traffic Sign and Post	\$ 400.00	\$ -
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	EA	Painted Legend	\$ 6.50	\$ -
	SF	Prime or Tack Coat	\$ 0.08	\$ -
	TON	AC Variable - <300T	\$ 130.00	\$ -
5200	TON	AC Variable - >300T	\$ 120.00	\$ 624,000.00
	TON	CAB Variable - <300T	\$ 100.00	\$ -
7150	TON	CAB Variable - >300T	\$ 90.00	\$ 643,500.00



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STREETS</b>				
3	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ 2,850.00
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
36	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ 18,900.00
16	EA	Adjust Storm Drain Manhole to Grade	\$ 950.00	\$ 15,200.00
	EA	Street Light (City Owner)	\$ 7,700.00	\$ -
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
4,281	LF	Sawcut A.C.	\$ 3.00	\$ 12,843.00
	LF	Sawcut Concrete	\$ 3.00	\$ -
11292	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ 3,161.76
	LF	Signing & Striping for		
1450		Arterial	\$ 19.00	\$ 27,550.00
2250		Collector	\$ 13.00	\$ 29,250.00
1000		Local	\$ 7.00	\$ 7,000.00
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
1	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ 75,000.00
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 25.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 35.00	\$ -
3,545	LF	Remove existing fence	\$ 9.00	\$ 31,905.00
	EA	Utility Poles		
		Transmission	\$ 11,500.00	\$ -
		Distribution	\$ 8,000.00	\$ -
		Service	\$ 3,000.00	\$ -





# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

<b>STREETS</b>				
8,326	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ 124,890.00
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
20	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 80,000.00
	EA	Traffic Signal Loops	\$ 600.00	\$ -
157	LF	Remove Existing Wall	\$ 50.00	\$ 7,850.00
207	LF	Remove Existing Curb and Gutter	\$ 5.00	\$ 1,035.00
14	EA	Remove Existing Signs and Post	\$ 100.00	\$ 1,400.00
403	SF	Construct Cobble Paving	\$ 2.50	\$ 1,007.50
	LF	Construct 0" Curb	\$ 20.00	\$ -
	EA	Remove Existing Handrail	\$ 400.00	\$ -
40	LF	Remove Existing Guardrail	\$ 15.00	\$ 600.00
10	EA	Remove Existing Atrium Grate and Install PVC End Cap	\$ 500.00	\$ 5,000.00
207	LF	Remove and Dispose Existing Curb and Gutter	\$ 4.00	\$ 828.00
527	LF	Remove and Dispose Existing AC Berm	\$ 3.50	\$ 1,844.50
1	EA	Remove Existing Electrical Panel	\$ 2,500.00	\$ 2,500.00
3	EA	Remove Existing Pull Box	\$ 200.00	\$ 600.00
1	EA	Remove Existing Traffic Signal	\$ 2,000.00	\$ 2,000.00
4	EA	Remove Existing Street Light	\$ 1,000.00	\$ 4,000.00
1	EA	Remove Existing Basin Structure	\$ 10,000.00	\$ 10,000.00
1	EA	Remove Existing Canopy	\$ 5,000.00	\$ 5,000.00
<b>STREETS</b>				



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		STREET SUBTOTAL		\$ 2,126,544.56
	LS	Mobilization (5% of Construction Cost)	5%	\$ 106,327.23
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 106,327.23
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 106,327.23
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 106,327.23
GRAND TOTAL STREETS ONLY				\$ 2,551,853.47



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II  
LOCATION : Falloncrest  
By: Matt Cabalce  
DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>WATER</b>				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	4" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
220	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ 17,600.00
1,856	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ 185,600.00
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 150.00	\$ -
	EA	4" Gate Valve	\$ 2,000.00	\$ -
15	EA	6" Gate Valve	\$ 2,000.00	\$ 30,000.00
13	EA	8" Gate Valve	\$ 2,600.00	\$ 33,800.00
1	EA	12" Gate Valve	\$ 4,500.00	\$ 4,500.00
	EA	18" Gate Valve	\$ 7,500.00	\$ -
9	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 67,500.00
1	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ 8,600.00
1	EA	2" Air Relief Assembly	\$ 4,500.00	\$ 4,500.00
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
4	EA	2" Water Service/Meter	\$ 4,500.00	\$ 18,000.00
	LF	Remove Existing Irrigation Pipe	\$ 5.00	\$ -
	EA	Remove Existing Filter	\$ 400.00	\$ -
	EA	Relocate Existing Fire Hydrant	\$ 7,500.00	\$ -
	EA	Remove Existing Blow-off	\$ 5,000.00	\$ -
19	EA	Thrust Block	\$ 1,500.00	\$ 28,500.00
	EA	Hot-Tap Per City Std.	\$ 16,000.00	\$ -
	EA	2" Backflow Preventer Assembly per City Std.	\$ 4,500.00	\$ -
	EA	4" Detector Assembly Double Check per City Std.	\$ 10,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item

WATER				
		WATER SUBTOTAL		\$ 398,600.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 19,930.00
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 19,930.00
GRAND TOTAL WATER ONLY				\$ 438,460.00



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II  
LOCATION : Falloncrest  
By: Matt Cabalce  
DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
24	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ 1,920.00
1,056	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ 105,600.00
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
1	EA	6" Gate Valve	\$ 2,000.00	\$ 2,000.00
2	EA	8" Gate Valve	\$ 2,600.00	\$ 5,200.00
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
4	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ 34,400.00
2	EA	2" Air Relief Assembly	\$ 4,500.00	\$ 9,000.00
1	EA	1" Water Service/Meter	\$ 3,500.00	\$ 3,500.00
2	EA	2" Water Service/Meter	\$ 4,500.00	\$ 9,000.00
7	EA	Thrust Block	\$ 1,500.00	\$ 10,500.00
1	EA	Hot Tap Ex 30" CML&C Steel Pipe	\$ 10,000.00	\$ 10,000.00

RECYCLED WATER				
		<b>RECYCLED WATER SUBTOTAL</b>		\$ 191,120.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 9,556.00
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 9,556.00
<b>GRAND TOTAL RECYCLED WATER ONLY</b>			<b>\$</b>	<b>210,232.00</b>



**CITY OF CHINO**

**ENGINEERING COST ESTIMATE**

**PROJECT NO:** TM 20312-2 Falloncrest II

**LOCATION :** Falloncrest

**By:** Matt Cabalce

**DATE:** 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>SEWER</b>				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
427	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ 39,711.00
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" Installed, including excavation, bedding, backfill and pavement restoration	\$208.00	\$ -
	EA	Sewer Saddle	\$450.00	\$ -
	EA	Wyes 4" x 8" Typical	\$225.00	\$ -
6	EA	48" Sewer Manhole	\$4,700.00	\$ 28,200.00
2	EA	Install VCP Sewer Plug	\$120.00	\$ 240.00
	EA	Sewer Cleanout	\$1,800.00	\$ -
2	EA	Join ex Manhole	\$1,800.00	\$ 3,600.00
<b>SEWER</b>				
		<b>SEWER SUBTOTAL</b>		\$ 71,751.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 3,587.55
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 3,587.55
<b>GRAND TOTAL SEWER ONLY</b>			<b>\$</b>	<b>78,926.10</b>



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II  
LOCATION : Falloncrest  
By: Matt Cabalce  
DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	\$ -
11	EA	Storm Drain Manhole #1	\$ 10,000.00	\$ 110,000.00
10	EA	Junction Structure #2 (24" or larger)	\$ 8,850.00	\$ 88,500.00
	EA	Junction Structure #4 (24" or smaller)	\$ 4,000.00	\$ -
	EA	Outlet Structure	\$ 7,000.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,200.00	\$ -
9	EA	Catch Basin 7' Width/L.D.	\$ 7,900.00	\$ 71,100.00
	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
150	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ 30,000.00
1,157	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ 277,680.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 280.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 295.00	\$ -
1095	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 310.00	\$ 339,450.00
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 320.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 330.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 360.00	\$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 385.00	\$ -
150	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 440.00	\$ 66,000.00
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 500.00	\$ -



# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STORM DRAIN</b>				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 560.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 625.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 690.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 765.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 830.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 920.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,075.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 700.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 820.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 870.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
88	LF	Remove Existing Storm Drain	\$ 35.00	\$ 3,080.00
1	LF	Concrete Collar	\$ 3,000.00	\$ 3,000.00
3	EA	Brick and Mortar Plug	\$ 2,500.00	\$ 7,500.00
3	EA	Remove Existing Brick and Mortar Plug and Join Existing Storm Drain	\$ 1,000.00	\$ 3,000.00

<b>STORM DRAIN</b>				
		<b>STORM DRAIN SUBTOTAL</b>		\$ 999,310.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 49,965.50
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 49,965.50
<b>GRAND TOTAL STORM DRAIN ONLY</b>				<b>\$ 1,099,241.00</b>





# CITY OF CHINO

## ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II

LOCATION : Falloncrest

By: Matt Cabalce

DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>DIRECT COSTS</b>		<b>GRAND TOTAL STREETS ONLY</b>		<b>\$ 2,551,853.47</b>
		<b>GRAND TOTAL WATER ONLY</b>		<b>\$ 438,460.00</b>
		<b>GRAND TOTAL RECYCLED WATER ONLY</b>		<b>\$ 210,232.00</b>
		<b>GRAND TOTAL SEWER ONLY</b>		<b>\$ 78,926.10</b>
		<b>GRAND TOTAL STORM DRAIN ONLY</b>		<b>\$ 1,099,241.00</b>
		<b>GRAND TOTAL (FOR PLAN CHECK &amp; INSPECTION FEE DETERMINATION)</b>		<b>\$ 4,378,712.57</b>

<b>PROJECT ADDITIVES</b>	<i>Project Contingencies</i>	10%	<b>\$ 437,871.26</b>
	<i>Construction Staking</i>	3%	<b>\$ 131,361.38</b>
	<i>Soils Testing</i>	1%	<b>\$ 43,787.13</b>
	<i>Material Testing</i>	1%	<b>\$ 43,787.13</b>
	<i>Construction Inspection</i>	4.8%	<b>\$ 210,178.20</b>
	<i>Contract Administration</i>	1%	<b>\$ 43,787.13</b>
	<b>GRAND TOTAL (FOR BOND AMOUNTS)</b>		<b>\$ 5,289,484.79</b>



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: TM 20312-2 Falloncrest II  
LOCATION : Falloncrest  
By: Matt Cabalce  
DATE: 8/8/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

BY ENGINEER

Prepared By: Matt Cabalce  
R.C.E. Number: 78102  
Expiration: 9/30/2025



BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 5,289,500.00
Labor & Material Bond (50% of Construction Cost)	\$ 2,644,700.00
Warranty Bond (10% of Construction Cost)	\$ 528,900.00

## **EXHIBIT "C"**

### **TRACT NO. 20312-2**

#### **ENVIRONMENTAL WARRANTY**

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_

**TRI POINTE HOMES HOLDINGS, INC., a Delaware corporation**

By: \_\_\_\_\_

\*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.