

**CITY OF RANCHO CUCAMONGA  
IMPROVEMENT AGREEMENT  
FOR DRC2018-00946**

THIS AGREEMENT is made and entered into, in conformance with the provision of the Municipal Code and Regulations, of the City of Rancho Cucamonga, California, a municipal corporation, hereinafter referred to as the City, by and between said City, and 88 Arrow Route, LLC., hereinafter referred to as the Developer.

**WITNESSETH:**

THAT, WHEREAS, said Developer desires to develop certain real property in said City as shown on the conditionally approved project known as DRC2018-00946; and

WHEREAS, said City has established certain requirements to be met by said Developer as prerequisite to approval of said DRC2018-00946 generally located at 13261 Arrow Route, southwest corner of Arrow Route and Hickory Avenue; and

WHEREAS, the execution of this agreement and posting of improvement security as hereinafter cited, and approved by the City Attorney, are deemed to be equivalent to prior completion of said requirements for the purpose of securing said approval.

NOW, THEREFORE, it is hereby agreed by said City and by said Developer as follows:

1. The Developer hereby agrees to construct at Developer's expense all improvements required by the conditions of approval of said Project including, but not limited to the improvements described on the estimate for bond purposes (Exhibit "A") attached hereto, within twelve months from the effective date hereof.
2. This agreement shall be effective on the date of the resolution of the Council of said City approving this agreement. This agreement shall be in default on the day following the first anniversary date of said approval unless an extension of time has been granted by said City as hereinafter provided.
3. The Developer may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing not less than 60 days before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this agreement, including the construction standards, estimate for bond purposes and, improvement security, and to require adjustments therein if any substantial change has occurred during the term hereof.
4. If the Developer fails or neglects to comply with the provisions of this agreement, the City shall have the right at any time to cause said provisions to be met by any lawful means, and thereupon recover from the Developer and/or his surety the full cost and expense incurred.
5. The Developer shall provide metered water service to each lot of said development in accordance with the regulations, schedules, and fees of the Cucamonga Valley Water District.
6. The Developer shall be responsible for replacement, relocation, or removal of any component of any irrigation water system in conflict with construction of required improvements to the satisfaction of the City Engineer and the owner of such water system.

7. Improvements required to be constructed shall conform to the Standard Drawings and Standard Specifications of the City, and to the Improvement Plan approved by and on file in the office of the City Engineer. Said improvements are tabulated on the Construction and Bond Estimate, hereby incorporated as Exhibit "A" hereof, as taken from the improvement plans listed thereon by number and/or project name. The Developer shall also be responsible for construction of any transitions or other incidental work beyond the project boundaries as needed for safety and proper surface drainage. Errors or omissions discovered during construction shall be corrected upon the direction of the City Engineer. Revised work due to said plan modifications shall be covered by the provisions of this agreement and secured by the surety covering the original planned works.

8. Construction permits shall be obtained by the Developer from the office of the City Engineer prior to start of work; all regulations listed thereon shall be observed, with attention given to safety procedures, control of dust, noise, or other nuisance to the area, and to proper notification of public utilities and City Departments. Failure to comply with this section shall be subject to the penalties provided therefore.

9. The Developer shall be responsible for removal of all loose rocks and other debris from public rights-of-way within or adjoining said development resulting from work relative to said development.

10. Work done within existing streets shall be diligently pursued to completion; the City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all cost and expense incurred from the Developer and/or his contractor by any lawful means.

11. Said Developer shall at all times following dedication of the streets and easements in said project or up to the completion and acceptance of said work or improvement by said City Council, give good and adequate warning to the traveling public or each and every dangerous condition existent in said street or easement, and will protect the traveling public from such defective or dangerous conditions.

Until the completion of all improvements required by the conditions of approval of said project DRC2019-00057 including, but not limited to, the improvements herein incorporated on Exhibit "A," to be performed, each of said streets not accepted as improvements shall be under the charge of said Developer. Said Developer may close all or a portion of any street subject to the conditions contained in a temporary street closure permit, issued by the City Engineer, whenever it is necessary to protect the public during the construction of the improvements herein agreed to be made.

12. Parkway trees required to be planted shall be planted by the Developer after other improvement work, grading and cleanup has been completed. Planting shall be done as provided by Ordinance in accordance with the planting diagram approved by the City Engineer.

The Developer shall be responsible for maintaining all trees planted in good health until the end of the guaranteed maintenance period, or for one year after planting, whichever is later.

13. The Developer is responsible for meeting all conditions established by the City pursuant to the Subdivision Map Act, City Ordinances, and this agreement for the development, and for the maintenance of all improvements constructed thereunder until the improvement is accepted for maintenance by the City, and no improvement security provided hereinwith shall be released before such acceptance unless otherwise provided and authorized by the City Council of the City.

14. This agreement shall not terminate until the maintenance guarantee security hereinafter described has been released by the City, if applicable, or until a new agreement together with the required improvement security has been submitted to the City by a successor to the herein named, and by resolution of the City Council same has been accepted, and this agreement and the improvement security therefore has been released.

15. The improvement security to be furnished by the Developer with this agreement shall consist of the following and shall be in a form acceptable by the City Attorney:

- A. To secure faithful performance of this agreement.
  - 1. A bond or bonds by one or more duly authorized corporate sureties in the form and content specified by Government Code Section 66499.1.
  - 2. An Improvement Security Instrument in the form and content specified by the City Attorney.
  - 3. A deposit with the City of money or negotiable bonds of the kind approved for securing deposits of public monies.
- B. To secure laborers and materialmen:
  - 1. A bond or bonds by one or more duly authorized corporate sureties in the form and content specified by Government Code Section 66499.2.
  - 2. An Improvement Security Instrument in the form and content specified by the City Attorney.
  - 3. A deposit with City of money or negotiable bonds of the kind approved for securing deposits of public monies.
- C. The required bonds and the principal amounts thereof are set forth on page 5 of this agreement.

16. The Developer warrants that the improvements described in this agreement shall be free from defects in materials and workmanship. Any and all portions of the improvements found to be defective within one (1) year following the date on which the improvements are accepted by the City shall be repaired or replaced by Developer free of all charges to the City. The Developer shall furnish a maintenance guarantee security in a sum equal to ten percent (10%) of the construction estimate or \$200.00, whichever is greater, to secure the faithful performance of Developer's obligations as described in this paragraph. The maintenance guarantee security shall also secure the faithful performance by the Developer of any obligation of the Developer to do specified work with respect to any parkway maintenance assessment district. Once the improvements have been accepted and a maintenance guarantee security has been accepted by the City, the other improvement security described in this agreement may be released provided that such release is otherwise authorized by the Subdivision Map Act and any applicable City Ordinance. The actual principal amount required of said Maintenance Guarantee Security is set forth on page 5 of this agreement.

17. That the Developer shall provide or cause to be provided and maintain such public liability and property damage insurance as shall protect him and any contractor or subcontractor performing work covered by this agreement from claims for property damages which may arise because of the nature of the work or from operations under this agreement, whether such operations be by himself or by any contractor or subcontractor, or anyone directly or indirectly employed by said persons, even though such damages be not caused by the negligence of the Developer or any contractor or subcontractor, or anyone directly employed by said persons. The public liability and property damage insurance shall list the City

as additional insured and directly protect the City, its officers, agents and employees, as well as the Developer, his contractors and his subcontractors, and all insurance policies issued hereunder shall so state. The minimum amounts of such insurance shall be as follows:

- A. Contractor's liability insurance providing bodily injury or death liability limits of not less than \$500,000 for each person and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$250,000 for each accident or occurrence with an aggregate limit of \$500,000 for claims which may arise from the operations of the Developer in the performance of the work herein provided.
- B. Automobile liability insurance covering all vehicles used in the performance of this agreement providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$250,000 for each accident or occurrence, with an aggregate of not less than \$500,000 which may arise from the operations of the Developer or his Contractor in performing the work provided for herein.

18. That before the execution of this agreement, the Developer shall file or cause to be filed with the City a certificate or certificates of insurance covering the specified insurance.

As evidence of understanding the provisions contained herein, and of intent to comply with same, the Developer has submitted the following described improvement security, and has affixed his signature hereto:

### **FAITHFUL PERFORMANCE BOND**

Type of surety: Principal Amount: \$148,600.00

**Name, address and phone number of surety:**

### **MATERIAL AND LABOR BOND**

Type of surety: Principal Amount: \$148,600.00

**Name, address and phone number of surety:**


### **MAINTENANCE GUARANTEE**


Type of surety: FUTURE Principal Amount: 10%

**Name, address and phone number of surety:**

**TO BE POSTED PRIOR TO ACCEPTANCE BY THE CITY**

IN WITNESS HEREOF, the parties hereto have caused these presents to be duly executed and acknowledged with all formalities required by law on the dates set forth opposite their signatures.

Date: 8/3/21 by  Developer  
Signature  
Philip Wang  
Printed

Date: 8/3/21 by  Developer  
Signature  
Raymond Chen  
Printed

**DEVELOPER'S SIGNATURE MUST BE NOTARIZED  
AND COMPLETED IN TRIPLICATE**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

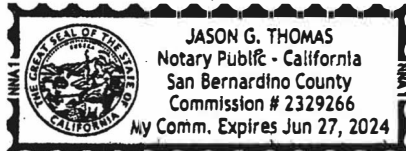
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Bernardino )  
 On August 3, 2021 before me, Jason G. Thomas, Notary Public,  
 Date  
 personally appeared Raymond Chan and Philip Wong  
 Here Insert Name and Title of the Officer  
 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: Improvement Agreement Document Date: 8-3-2021  
 Number of Pages: 2 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: \_\_\_\_\_

ACCEPTED:

**CITY OF RANCHO CUCAMONGA, A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
L. Dennis Michael, Mayor

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

Attest: \_\_\_\_\_  
Janice C. Reynolds, City Clerk

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

Approved: \_\_\_\_\_  
City Attorney

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