

LAND IMPROVEMENT AGREEMENT

PM # 20464 ASP #
DR # ADDRESS #

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the City of Fontana, hereinafter call City and CITRUS DEVELOPMENT LLC,
hereinafter called Applicant.

WITNESSETH:

WHEREAS, it is the intention of the Applicant to improve a certain parcel or parcels of
land in the City of Fontana described as 0228-301-51& 52; 0228-301-20 through 23;
0228-301-33 through 49 and 0228-301-02 through 08 and,

WHEREAS, the City Council of the City of Fontana has approved and adopted certain
rules and regulations governing the developing of land in the City and the posting of
improvements securities guaranteeing the installation of necessary permanent improvements as
set forth in Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 of the
Fontana City Code and,

WHEREAS, the City Code specifically sets forth the requirements for the installations of
necessary improvements affecting land development.

NOW, THEREFORE, the City and the Applicant mutually agrees as follows:

The Applicant will construct or cause to be constructed at applicants expense all required
permanent improvements on streets abutting his property, all required tests, design work,
equipment materials, and labor in order to complete all of the improvements as associated with
the requirements per the approved project or to the satisfaction of the City Engineer or as
specifically described and shown on approved plans on file with City Engineer and total cost
estimate as stated on Exhibit "A", and in accordance with applicable provisions of the Standard
Specifications and Standard Details of the City of Fontana in effect on the date of this
Agreement.

The work shall be done under the supervision of and to the satisfaction of the City
Engineer. The estimated cost of said work and improvement is the sum of
One million, three hundred thirty-five thousand, five hundred two dollars (\$ 1,335,502.00).

Surety bond for Faithful Performance in the penal sum of the estimated cost of said work and
improvement shall be properly executed in favor of and delivered to the City as part of this
Agreement. In lieu of a surety bond the Applicant may deposit money or negotiable securities
with the City as provided in Article III of Chapter 25, Article IV of Chapter 26 and Article III of
Chapter 27 of the Fontana City Code.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and
for calculation of the amount of securities required pursuant to the provisions of this section.

Applicant's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Applicant's surety in connection with the securities required pursuant to the provisions of this section.

All of the required improvements shall be completed within 12 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Applicant shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay

In addition to the extension for the reasons referenced in the foregoing paragraph, Applicant may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

Upon timely completion of the required improvements pursuant to the terms of this Agreement, and prior to final acceptance of the improvements by the City, Applicant shall submit to the City Engineer for review and approval, a digital copy of "record" drawings of all improvement plans in accordance with the latest edition of the City of Fontana Electric File Submittal Requirements. Upon the approval of "record" drawing, the City Engineer shall process the release of the Applicant's performance bond posted pursuant to the Bond Guarantee for Faithful Performance.

In the event that Applicant fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Applicant, or his surety as herein provided. If City pursues completion of the improvement work, it may require Applicant, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Applicant, or Applicant's surety pursuant to this Agreement, has provided the City Engineer with written notice of Applicant's intent to abandon or otherwise not complete the improvements.

Applicant shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability arising out of or incident to Applicant's performance of this Agreement, including without limitation all reasonable attorney's fees, whether or not resulting from the negligence of Applicant or Applicant's agents. This indemnity shall extend to any claims arising because Applicant has failed to properly secure any necessary easement, land right, contract, and approval, but shall not extend to any claim arising out of the sole negligence of City.

It is further expressly agreed that the Applicant will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Applicant herein named on the _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

APPLICANT

Signature

Print Name

Company Name

Address

City State Zip Code

CITY OF FONTANA

By: _____
City Engineer

Print Name

Date: _____

Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

EXHIBIT A

STAFF USE ONLY
ENGINEERING PC NO.

ELPC23-000023

CITY OF FONTANA
ENGINEERING

- ☐ PRELIMINARILY APPROVED
☐ CONSTRUCTION APPROVED
☒ FINAL APPROVED
☐ CORRECTIONS
☐ FOR INFORMATION ONLY

BY xplister

DATE 6/19/2025



CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE - EXHIBIT "A"

DATE: 06/19/2025

DEVELOPER Jinder Singh

ENGINEER Jaspal singh sidhu

PHONE NO. 702-780-1492

PROJECT NAME Fontana Square

TRACT MAP NO.

PARCEL MAP NO.

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	1,313	L.F.	17.00	22,321
8" CURB & GUTTER		L.F.	19.00	
8" THICK CROSS GUTTER		S.F.	11.00	
4" SIDEWALK	6,860	S.F.	7.00	48,020
ACCESS RAMP	9	EA	5,000.00	45,000
DRIVE WAY APPROACHES	3530	S.F.	11.00	38,830
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	23,120	S.F.	.50	11,560
*A.C.	628.0	TON	150.00	94,200
*A.C.OVERLAY(0.20 THICKNESS)				
PER CITY STANDARD	595.0	TON	150.00	89,250
**PCC CURB ONLY (MEDIAN)	1,460	L.F.	16.00	23,360
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT	5,344	S.F.	.66	3,527
**REMOVAL OF P.C.C. CURB	2,293	L.F.	6.00	13,758
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE	722.0	TON	30.00	21,660
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	1,890	L.F.	3.50	6,615
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
CROSS GUTTER	130	LF	17.00	2,210
2'X3.5" UNDER SIDEWALK DRAIN	1	EA	400.00	400
3'X3.5" UNDER SIDEWALK DRAIN	1	EA	450.00	450
2.75'X3.5" UNDER SIDEWALK DRAIN	1	EA	425.00	425
1.75'X3.5" UNDER SIDEWALK DRAIN	1	EA	375.00	375
1.25'X3.5" UNDER SIDEWALK DRAIN	1	EA	250.00	250

STREET IMPROVEMENT SUBTOTAL

422,211

* A.C. ASPHALTIC CONCRETE 20% CONTINGENCY FOR UNAPPROVED PLANS

84,442

** P.C.C. PORTLAND CONCRETE CEMENT

SUBTOTAL

506,653

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	90.00	
* 24" RCP	<u>76</u>	L.F.	110.00	<u>8,360</u>
* 30" RCP		L.F.	250.00	
* 36" RCP		L.F.	250.00	
* 42" RCP		L.F.	250.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66" RCP		L.F.	320.00	
* 78" RCP		L.F.	340.00	
* 24" CMP		L.F.	90.00	
* 60" CMP		L.F.	320.00	
CATCH BASIN/CURB INLET:				
W=7	<u>1</u>	EA	4,000.00	<u>4,000</u>
W=10		EA	4,500.00	
W=14		EA	6,000.00	
W=21		EA	11,000.00	
W=28		EA	14,000.00	
JUNCTION STRUCTURE		EA	3,200.00	
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES		EA	2,500.00	
LOCAL DEPRESSION		EA	1,250.00	
GRATE INLET STRUCTURE		EA	2,100.00	
		EA		
		EA		
		EA		
STORM DRAIN IMPROVEMENT SUBTOTAL				<u>12,360</u>

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	
MANHOLES 48" DIAMETER		EA	4,000.00	
DROP MAN HOLES		EA	4,500.00	
WYES		EA	100.00	
CLEANOUTS		EA	600.00	
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP		L.F.	60.00	
** 8" VCP	<u>90</u>	L.F.	70.00	<u>6,300</u>
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP		L.F.	100.00	
CONNECTION TO EXISTING MANHOLE	<u>1</u>	L.F.	1500.00	<u>1,500</u>
PLUGGED-IN AND ABANDONED	<u>15</u>	L.F.	35.00	<u>525</u>
EX. SEWER LATERAL				
SANITARY SEWER IMPROVEMENT SUBTOTAL				<u>8,325</u>

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	75,000.00	
TWO CORNERS		L.S.	100,000.00	
TRAFFIC SIGNAL NEW	<u>1</u>	L.S.	400,000.00	<u>400,000</u>
PAINT TRAFFIC STRIPE (1 COAT)	<u>5188</u>	L.F.	2.40	<u>12,451</u>
PAINT TRAFFIC STRIPE (2 COATS)	<u>5188</u>	L.F.	.65	<u>3,372</u>
PEDESTRIAN CROSSWALK STRIPING	<u>520</u>	L.F.	.65	<u>338</u>
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)	<u>3</u>	EA	4.00	<u>12</u>
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	<u>3</u>	EA	250.00	<u>750</u>
		EA		
		EA		
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				<u>416,923</u>

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED		S.F.	\$12.00	
CENTER MEDIAN		S.F.	\$12.00	
LANDSCAPING IMPROVEMENTS SUBTOTAL				

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL	<u>506,653</u>
STORM DRAIN IMPROVEMENTS SUBTOTAL	<u>12,360</u>
SANITARY SEWER IMPROVEMENTS SUBTOTAL	<u>8,325</u>
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	<u>416,923</u>
IMPROVEMENT SUBTOTAL =====	<u>944,261</u>

(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)

CFD LANDSCAPE IMPROVEMENTS	
SUBDIVISION MONUMENT GUARANTEE \$1,200 + \$50/LOT ...	
STREET LIGHTS <u>9</u> @ \$5,000	<u>45,000</u>
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	
IMPROVEMENT SUBTOTAL	<u>989,261</u>
ADD 35%	<u>346,241</u>
BONDING TOTAL	<u>1,335,502</u>

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. 6529

STREET LIGHT DWG. NO. 6529LT

SEWER IMP. DWG. NO. 6530

STORM DRAIN IMP. DWG. NO. N/A

TRAFFIC SIGNAL DWG. NO. 6531

SIGNING & STRIPING DWG. NO. 6532

Bond No. _____
Premium \$ _____

BOND GUARANTEE FOR FAITHFUL PERFORMANCE

Land Improvement Agreement

WHEREAS, the City of Fontana, State of California, and
CITRUS DEVELOPMENT LLC, _____ hereinafter designated as
“Applicant” have entered into an agreement whereby applicant agrees to install and complete
certain designated public improvements which said agreement, dated _____, and
identified as ^{0228-301-51& 52; 0228-301-20 through 23;}
_{0228-301-33 through 49 and 0228-301-02 through 08} _____ is hereby referred to and made
a part hereof; and

WHEREAS, said applicant is required under the terms of said agreement to furnish a
bond for the faithful performance of said agreement.

NOW, THEREFORE, we the applicant and **CITRUS DEVELOPMENT LLC**,
as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the
penal sum of One million, three hundred thirty-five thousand, five hundred two dollars (\$ 1,335,502.00)
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly
by those presents.

The condition of this obligation is such that if the above bonded applicant, his or its heirs,
executors, administrators, successors, or assigns, shall in all things stand to and truly keep and
perform the covenants, conditions and provisions in the said agreement and any alteration thereof
made as therein provided, on his or their part, to be kept and performed at the time and in the
manner therein specified, and in all respects according to their true intent and meaning, and shall
indemnify and hold harmless the City, its officers, agents and employees, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and
effect, pursuant to Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter
27 Fontana City Code, and any amendments thereto, for the installation of construction of:

OFF-SITE IMPROVEMENTS PER DWG NOS. - 6529 (ST), 6529LT (SL), 6530 (SW),
6531 (TS), 6532 (SS)

As part of the obligation secured hereby and in addition to the face amount specified hereon,
there shall be included costs and reasonable expenses and fees including reasonable attorney’s
fees, incurred by the City in successfully enforcing such obligation all to be taxed as costs and
included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the agreement or to the work to be performed thereunder or the specifications
accompanying the same shall in any wise affect its obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the
agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the applicant and surety above named, on _____.

_____(seal)
Applicant

_____(seal)
Surety

NOTE: **Signature for those executing for the surety must be properly acknowledge.**

LAND IMPROVEMENT AGREEMENT

EXHIBIT “B”

I, _____

(Applicant's name here)

am the owner of the property to which this Request is being made for a **One Year Time**

Extension for Project No. _____.

Print Name: _____

Applicant's Signature: _____

Applicant's Address: _____

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY: _____

City Engineer

DATE: _____

[] DENY

[] APPROVED

NEW DATE: _____