



LAND USE SERVICES DEPARTMENT Planning Division

San Bernardino Office
385 N. Arrowhead Ave., First Floor
San Bernardino, CA 92415

Phone: (909) 387-8311
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Hesperia Office
15900 Smoke Tree St.
Hesperia, CA 92345

Phone: (760) 995-8140
Fax: (760) 995-8167

www.sbcounty.gov/uploads/LUS/Planning/Applications/GeneralPlanAmendment.pdf

GENERAL PLAN AMENDMENT COMMUNITY PLAN AMENDMENT INFORMATION SHEET AND APPLICATION

Deposit – \$10,000 for the “initial deposit.” (J615)

The Consolidated General Plan of San Bernardino County is the long-range policy document that guides all physical development in the County. The General Plan includes both a Land Use Map and text. State Law requires that all development be consistent with all provisions of the General Plan. Any proposed development project that is not consistent with the General Plan will require an amendment of the General Plan before it can be approved.

Applications to amend the General Plan or Community Plan are reviewed by the Planning Commission in public hearing and acted upon by the Board of Supervisors at public hearing. An action recommending denial by the Planning Commission terminates the action on the requested General Plan Amendment unless the action of the Planning Commission is appealed to the Board of Supervisors.

State law limits the number of times per year that the General Plan may be amended with exceptions for qualified affordable housing projects. Because of this limitation, it is necessary to group General Plan Amendment requests into four groups each year. Your request will be grouped with other requests for one of the four main hearings each year and you will be notified of the scheduled date for the hearing.

Please use this information sheet as a checklist to assemble the materials required for the submittal of your General Plan Amendment and bring it with you when you submit your application.

GENERAL PROCEDURES

1. Submit application and fees – County staff will use the checklist to determine whether your application may be accepted. The County’s standard Land Use Application shall be used and is contained in this packet.
2. Determination of Application Completeness – County staff will determine whether the materials you have submitted are adequate or if additional materials or reports are required. You will be notified in writing if any additional materials are required.
3. Environmental Action Determination – County staff will prepare an Environmental Initial Study in compliance with the California Environmental Quality Act (CEQA). It is through the Initial Study that the determination is made as to what type of environmental determination will be required. If an Environmental Impact Report (EIR) is required, staff will contact you to explain the process and the costs.
4. Recommendations and final report – The project planner will prepare these materials for consideration by Planning Commission at a public hearing approximately four weeks after all Environmental Review procedures have been completed. The applicant and neighboring property owners will be notified in writing of the hearing date and time and the hearing will also be advertised in a local newspaper.
5. Board of Supervisors – If the Planning Commission recommends approval, the case will be sent to the Board of Supervisors to be set for a public hearing and action. The typical time between the Planning Commission hearing and the Board of Supervisors hearing is four to six weeks. The action of the Board of Supervisors is final.

CHECKLIST OF SUBMITTAL MATERIALS

Please use this checklist as you assemble the materials for the submittal of your application. County staff will use the checklist to determine whether your application is acceptable for submission. **If your submittal package does not contain all of the information listed below, your application will not be taken in and receipted for processing.** If you have any questions about the items requested or if you wish to obtain information on processing schedules, please call the Customer Service Unit at (909) 387-8311.

Section A – Fees/Deposit

1. X Check or money order made payable to “San Bernardino County” in the amount of **\$10,000** for the “initial deposit.” (J615)
2. N/A **Receipt** from the Environmental Health Services Division (DEHS) of payment of required review fees. Contact DEHS at (800) 442-2283 for fee amount, applicability and payment prior to application submittal.

“Actual Cost Initial Deposit” – The basic review fees for this application are charged on an “actual cost” basis. Your application money is deposited into an account and the reviewing staff records the time spent processing your application. Your account is then charged for the staff time at rates established by the San Bernardino County Fee Ordinance. You are responsible for all charges made to the account. If account funds are depleted an additional deposit will be required. If an additional deposit is required it must be paid to allow staff to continue processing. Any failure to pay the required deposit will result in suspension and possible termination of the review process. For more information on fees, please contact County Planning.

Section B - County Documents

3. X **Two copies** of the completed Land Use Application Questionnaire.
4. X **One Completed** Hazardous Waste Site Certification form contained in this packet.
5. X **One completed** Financially Responsible Party Information form.

Section C – Other Documents

6. X **One copy** of a) the recorded Grant Deed or b) the Quit Claim Deed with the previous Grant Deed for each lot or parcel or c) a copy of a current Preliminary Title Report (issued within 60 days of filing).
7. X **One certified copy** each, if applicable, of the Articles of Incorporation including the latest statement of officers; the Partnership Papers (limited or general); or the recorded Fictitious Business Name Statement naming the owner(s) of the firm, if either the Grantor or Grantee are Corporations, Partnerships, or Fictitious Firms.
8. X **One copy** of the appropriate Assessor’s map. This may be obtained from the Assessor’s Office.
9. X **One copy** of the United States Geological Survey (USGS) Map of the project area clearly showing project boundaries and labeled with the quadrangle map name and applicant’s name. A legible photocopy is acceptable. The USGS map may be purchased at a local blueprint company.
10. N/A **One copy** of any letter or document received from the County or any other agency regarding this project.

****See attached Project Description****

11. X **Two copies** of a report discussing the following:
- a. Conditions or circumstances existing within the Planning Area that justifies the requested General Plan amendment including, but not limited to:
 - (1) Demonstrated changes in the goals and objectives of the community as reflected by citizen input.
 - (2) Changes in development patterns from that anticipated in the adopted General Plan such as land use, circulation, population, etc.
 - (3) Increased need for additional services and facilities that would be required as a result of approval of the requested General Plan Amendment.
 - b. Information on the impact of the project on General Plan issues such as land use, housing, transportation, energy, natural resources, safety, environmental quality, and intergovernmental coordination.
12. X Photos of the project site from various angles (digital photos are preferred). Include a vicinity map indicating the location and direction of view.

****See attached Visual Impact Analysis (Sespe Consulting, 2019)****

Note: State Fish and Wildlife fees may be required before your project can be approved.

If your project is subject to these fees, you will have to submit your payment (<https://www.wildlife.ca.gov/Conservation/CEQA/Fees> depending on project specifics) to the Clerk of the Board of Supervisors within five (5) days after the date of conditional approval. The project planner will then be able to complete the final paperwork at the appropriate time.

If you have any questions concerning the Environmental Filing Fee due to the State, please visit the California Department of Fish and Wildlife Web-Site. <https://www.wildlife.ca.gov/Conservation/CEQA>

No Effect Determination (NED) Process. For additional explanation to the regulations and procedures regarding NEDS please see the No Effect Determinations Detailed instructions at the following link. <https://www.wildlife.ca.gov/Conservation/CEQA/NEDhtml>

LAND USE APPLICATION QUESTIONNAIRE

Complete all sections of this application. Please refer to the checklist contained in the information packet for complete information on submittal requirements. The information furnished in this application will be used in evaluating your project pursuant to the California Environmental Quality Act (CEQA). If you believe an item does not apply to your project, mark it "N/A". Do not leave any blank spaces. If you have any questions about items requested on this form, please call the Customer Service Unit at (909) 387-8311. **Please use no more than four lines to answer any question. If more space is needed, use Attachment A on page 5 of this application questionnaire.**

APPLICATION TYPE: General Plan Amendment **T.T.P.M.#:** N/A
[Take "type" from the top of the cover sheet, i.e. "Conditional Use Permit," "Tentative Tract," etc. (if a tentative map is involved include the map number)]

All Assessor's Parcel Numbers (APNs): 262-211-06

Section 1 - Applicant Data

Applicant Name: Vulcan Materials Company - Western Division (contact: Jim Gore)
Firm Name: Vulcan Materials Company - Western Division
Address: 500 North Brand Avenue, Suite 500
City: Glendale, CA Zip: 91203
Phone: (951) 768-2641 FAX No.: _____ E-Mail: gorej@vmcmail.com

Section 2 - Property Owner Data (If same as above check)

Property owner(s) of record: Arundel Company, LLC (**see attached land owners list**)
Firm Name: **See attached land owners list**
Address: **See attached land owners list**
City: _____ Zip: _____
Phone: _____ FAX No.: _____ E-Mail: _____

Section 3 - Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

Section 4 - Architecture/Engineering Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

To be completed by County Staff: Filing Date: _____ Project No.: _____ JCS Project No.: _____

AREA Q QUARRY

Arundel Company, LLC

Parcel Number	Land Owner/Surface Rights Owner	Current Mineral Rights Interest Holder
262-211-06	Arundel Company, LLC	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
Total Acres: 10.0		

LAND OWNER INFORMATION

Land Owner: Arundel Company, LLC
Address: P.O. Box 385014
Birmingham, AL 35242-5014

MINERAL RIGHTS OWNER INFORMATION

Owner of Mineral Rights #1: Vulcan Lands, Inc.
Address: P.O. Box 385014
Birmingham, AL 35242-5014

Owner of Mineral Rights #2: Victoria Older Currie
Address: 7735 Hidden Valley Court
La Jolla, CA 92307-4018

Owner of Mineral Rights #3: Nancy Wood Yarborough
Address: 2777 Paradise Road, Unit 604
Las Vegas, NV 89109-9101

Owner of Mineral Rights #4: Catherin Older LaPat
Address: 10B South Chandler Court
Port Ludlow, WA 98365

Owner of Mineral Rights #5: Robert M. Older
Address: Address Unknown
E-mail: sl2eleven@yahoo.com
Cell Phone: (702) 937-7830

LAND USE APPLICATION QUESTIONNAIRE

Complete all sections of this application. Please refer to the checklist contained in the information packet for complete information on submittal requirements. The information furnished in this application will be used in evaluating your project pursuant to the California Environmental Quality Act (CEQA). If you believe an item does not apply to your project, mark it "N/A". Do not leave any blank spaces. If you have any questions about items requested on this form, please call the Customer Service Unit at (909) 387-8311. **Please use no more than four lines to answer any question. If more space is needed, use Attachment A on page 5 of this application questionnaire.**

APPLICATION TYPE: General Plan Amendment **T.T.P.M.#:** N/A
[Take "type" from the top of the cover sheet, i.e. "Conditional Use Permit," "Tentative Tract," etc. (if a tentative map is involved include the map number)]

All Assessor's Parcel Numbers (APNs): 262-211-03, 262-211-05

Section 1 - Applicant Data

Applicant Name: Vulcan Materials Company - Western Division (contact: Jim Gore)
Firm Name: Vulcan Materials Company - Western Division
Address: 500 North Brand Avenue, Suite 500
City: Glendale, CA Zip: 91203
Phone: (951) 768-2641 FAX No.: _____ E-Mail: gorej@vmcmail.com

Section 2 - Property Owner Data (If same as above check)

Property owner(s) of record: CalMat Co. (**see attached land owners list**)
Firm Name: **See attached land owners list**
Address: **See attached land owners list**
City: _____ Zip: _____
Phone: _____ FAX No.: _____ E-Mail: _____

Section 3 - Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

Section 4 - Architecture/Engineering Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

To be completed by County Staff: Filing Date: _____ Project No.: _____ JCS Project No.: _____

AREA Q QUARRY

CalMat Co.

Parcel Number	Land Owner/Surface Rights Owner	Current Mineral Rights Interest Holder
262-211-03	CalMat Co.	Vulcan Lands, Inc. CalMat Co.
262-211-05	CalMat Co.	Vulcan Lands, Inc. CalMat Co. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
Total Acres: 13.9		

LAND USE APPLICATION QUESTIONNAIRE

Complete all sections of this application. Please refer to the checklist contained in the information packet for complete information on submittal requirements. The information furnished in this application will be used in evaluating your project pursuant to the California Environmental Quality Act (CEQA). If you believe an item does not apply to your project, mark it "N/A". Do not leave any blank spaces. If you have any questions about items requested on this form, please call the Customer Service Unit at (909) 387-8311. **Please use no more than four lines to answer any question. If more space is needed, use Attachment A on page 5 of this application questionnaire.**

APPLICATION TYPE: General Plan Amendment **T.T.P.M.#:** N/A
[Take "type" from the top of the cover sheet, i.e. "Conditional Use Permit," "Tentative Tract," etc. (if a tentative map is involved include the map number)]

All Assessor's Parcel Numbers (APNs): **See attached APN list (23 parcels total)**

Section 1 - Applicant Data

Applicant Name: Vulcan Materials Company - Western Division (contact: Jim Gore)
Firm Name: Vulcan Materials Company - Western Division
Address: 500 North Brand Avenue, Suite 500
City: Glendale, CA Zip: 91203
Phone: (951) 768-2641 FAX No.: _____ E-Mail: gorej@vmcmail.com

Section 2 - Property Owner Data (If same as above check)

Property owner(s) of record: Vulcan Lands, Inc. (**see attached land owners list**)
Firm Name: **See attached land owners list**
Address: **See attached land owners list**
City: _____ Zip: _____
Phone: _____ FAX No.: _____ E-Mail: _____

Section 3 - Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

Section 4 - Architecture/Engineering Representative Data (If same as above check)

Representative's Name: Sespe Consulting, Inc. (contact: Brian Anderson, P.G.)
Firm Name: Sespe Consulting, Inc.
Address: 1565 Hotel Circle South, Suite 370
City: San Diego, CA Zip: 92108
Phone: (619) 894-8669 FAX No.: (805) 667-8104 E-Mail: banderson@sespeconsulting.com

To be completed by County Staff: Filing Date: _____ Project No.: _____ JCS Project No.: _____

AREA Q QUARRY

Vulcan Lands, Inc.

Assessor's Parcel Numbers (APNs): 23 parcels total (see APN list below)

Parcel Number	Land Owner/Surface Rights Owner	Current Mineral Rights Interest Holder
262-201-11	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-201-12	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-201-13	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-201-14	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-211-02	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-211-04	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-03	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-221-04	Vulcan Lands, Inc.	Vulcan Lands, Inc. Robert M. Older
262-221-05	Vulcan Lands, Inc.	Vulcan Lands, Inc. Robert M. Older
262-221-09	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-10	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-11	Vulcan Lands, Inc.	Vulcan Lands, Inc.
262-221-12	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
		Vulcan Lands, Inc. Carole Maxwell Deena Rae Ortiz Harry Maxwell James Maxwell

Parcel Number	Land Owner/Surface Rights Owner	Current Mineral Rights Interest Holder
262-221-13	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-17	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-21	Vulcan Lands, Inc.	Vulcan Lands, Inc. Robert M. Older
262-221-29	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-221-30	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-231-01	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-241-13	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-241-14	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
262-241-16	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older

Parcel Number	Land Owner/Surface Rights Owner	Current Mineral Rights Interest Holder
262-241-26	Vulcan Lands, Inc.	Vulcan Lands, Inc. Victoria Older Currie Nancy Yarborough Catherin Older LaPat Robert M. Older
Total Acres: 161.7		

LAND OWNER INFORMATION

Land Owner: Vulcan Lands, Inc.
Address: P.O. Box 385014
Birmingham, AL 35242-5014

MINERAL RIGHTS OWNER INFORMATION

Owner of Mineral Rights #1: Vulcan Lands, Inc.
Address: P.O. Box 385014
Birmingham, AL 35242-5014

Owner of Mineral Rights #2: Victoria Older Currie
Address: 7735 Hidden Valley Court
La Jolla, CA 92307-4018

Owner of Mineral Rights #3: Nancy Wood Yarborough
Address: 2777 Paradise Road, Unit 604
Las Vegas, NV 89109-9101

Owner of Mineral Rights #4: Catherin Older LaPat
Address: 10B South Chandler Court
Port Ludlow, WA 98365

Owner of Mineral Rights #5: Robert M. Older
Address: Address Unknown
E-mail: sl2eleven@yahoo.com
Cell Phone: (702) 937-7830

Section 5 – Project Description and Location/Legal Data

Briefly describe the project and use: Vulcan Materials Company - Western Division is seeking a General Plan land use designation/zoning change from MS/RS-1 (Muscoy/Single Residential, 1-acre Minimum Parcel) to IC (Community Industrial) to allow for surface mining and reclamation on a 196.0-acre property known as Area Q.

Land Use District: MS/RS-1 (Single Residential) Proposed Land Use District: IC (Community Industrial)

Overlay Districts: FP2 (Flood Plain Safety - Zone X), FS3 (Fire Safety - Area 3), County Designated Fault Zones

Legal Description: Township: 1 North Range: 5 West Section: Sections 12, 14, 23 and 24

USGS Quad Name: San Bernardino North

Location: Community: Muscoy Nearest cross street: Cajon Boulevard

Street name: N/A Side of street: N/A

Site Size (Gross acres or square footage): 196.0 acres Number of lots: 27 parcels total

Site Address: N/A

Proposed Development Area: 196.0 acres

Size of Proposed Buildings: No buildings/structures proposed.

Previously approved land use applications for this site: None

Are you filing other land use applications for this site at this time? Yes No

If yes, please list other application types Conditional Use Permit (CUP)

UTILITIES:

Water: Unknown (water for proposed mining project will be supplied by existing private well located offsite to the north)
(Name of Provider)

Is the site presently served? Yes No

If an extension is necessary, how long will it be? N/A. Existing water infrastructure will be vacated/removed.

Are any existing or proposed wells within 200 feet from any existing or proposed liquid waste disposal system?

Yes No If yes, attach an explanation

If this is a Tentative Map application, how many service connections have already been made to the existing water system? Unknown

Sewage Disposal: Septic? Yes No
Sewer : Unknown (onsite employees will use portable bathroom facilities)
(Name of Provider)

Is the site presently served? Yes No Unknown

If an extension is necessary, how long will it be? N/A. Existing sewer/septic infrastructure will be vacated/removed.

If septic system/leach lines are proposed or existing, attach information showing proposed or existing location and how the size of the sewage disposal area was determined N/A

Gas: Unknown (the proposed mining project will not require natural gas service)
(Name of Provider)

Is the site presently served? Yes No Unknown

If an extension is necessary, how long will it be? N/A. Existing gas infrastructure will be vacated/removed.

Electricity: Southern California Edison (SCE)
(Name of Provider)

Is the site presently served? Yes No 100-200 feet (approx.)

If an extension is necessary, how long will it be? Existing conveyor system will be extended.

Phone: Unknown (the proposed mining project will not require phone service)
(Name of Provider)

Is the site presently served? Yes No Unknown

If an extension is necessary, how long will it be? N/A. Existing phone infrastructure will be vacated/removed.

Cable TV: Unknown (the proposed mining project will not require cable TV service)
(Name of Provider)

Is the site presently served? Yes No Unknown

If an extension is necessary, how long will it be? N/A. Existing cable TV infrastructure will be vacated/removed.

Section 6 - Environmental Setting

Be sure to answer all of the questions. This information is necessary to evaluate the project under the California Environmental Quality Act (CEQA). You must provide additional information for any answers marked "yes" or "uncertain" in a letter of explanation attached to this application.

1. When do you anticipate starting construction? 2023

2. Will grading be required? Yes No Proposed project is a open pit sand and gravel surface mine.

If so, how many cubic yards will be cut? _____ How many cubic yards will be filled? _____
40 million tons (approx. total production from mine)

3. Is the project phased? Yes No

If yes, describe the phasing: _____

4. If residential, indicate the number of units or lots. N/A

5. If commercial, provide information describing the type of commercial activity proposed, along with square footage of sales area, trash and loading facilities. N/A

6. If industrial, attach information indicating type of industrial activity proposed, square footage of building, estimated employment per shift and loading facilities. ****See attached Project Description****

7. If institutional, attach information indicating major function, estimated employment per shift estimated occupancy and loading facilities. N/A

8. Will the use require truck activity? Yes No

If yes, give truck type(s) and number of axles : _____

What is the gross weight of each vehicle: _____

YES **NO** **UNCERTAIN**

9. Will the project change scenic views or vistas from existing residential areas, public lands or roads?

10. Will there be a change in dust, ash, smoke, fumes or odors in the vicinity of the project?

11. Has the site been surveyed for historical, paleontological or archaeological resources?

12. Is the site on filled land or on slope of 10 percent or more?

13. Will there be the use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives?

14. Will there be a change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns?

15. Will there be any substantial change in existing noise or vibration levels in the vicinity?

16. Will there be a substantial change in demand for public services (police, fire, water, sewage, etc.)?

17. Has a traffic study been prepared for this site or has the site been included in another traffic study?

18. Will the project generate significant amounts of solid waste or liter?

19. Will the project change any existing features of hills or make substantial alteration of ground contours?

20. Will there be a substantially increase in fossil fuel consumption (electricity, oil, natural gas, etc.)?

21. Is there a relationship to a larger project or series of projects?

22. List any previous environmental documents or technical studies prepared for this site: None

23. Describe the project site, as it exists before project implementation, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. On an attachment describe any existing structures on the site, and the use of the structures.

See attached Project Description and related technical studies (visual/aesthetics, air quality/greenhouse gases/health risk assessment, cultural/paleontological, geotechnical, drainage/flooding, noise, water supply/quality).

24. On an attachment, describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercials, etc.), intensity of land use (single family dwelling(s), apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity.

See attached Project Description and related technical studies (visual/aesthetics, air quality/greenhouse gases/health risk assessment, cultural/paleontological, geotechnical, drainage/flooding, noise, water supply/quality).

Attachment A

(Please use this form to amplify any answer. Be sure to identify which question is being amplified.)

APPLICATION CERTIFICATE

ALL OWNERS OF RECORD MUST SIGN THIS CERTIFICATE: (Attach it to the application)

List Assessor's Parcel Number(s) of the project property: 262-211-06

List Assessor's Parcel Number(s) of all property contiguous to the project property, which is owned or beneficially controlled by the individual(s) signing this Certificate:

0262-061-43, 0262-051-46, 0262-051-47

The undersigned owner(s) or officer(s) in the organization owning the lands for which this application is made, states that he/she or the organization is aware that the application is being filed with the San Bernardino County Planning Division, and certifies under penalty of perjury that the County applications forms have not been altered and that the information contained in this application is true and correct. I (We) acknowledge that additional materials may be necessary to provide to the Planning Division once the preliminary review of the specifics of the project has been initiated.

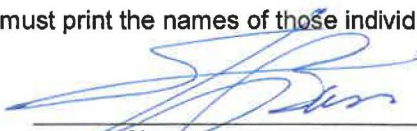
I (We) further agree that if any information contained in this application proves to be false or incorrect, the County of San Bernardino and any special purpose or taxing district affected thereby are and shall be released from any liability incurred if a certificate of compliance is or has been issued on basis of this application. I understand that under such circumstances any such certificate shall be null and void and shall be returned to the County for cancellation.

If this is an actual cost application, the applicant agrees to pay all accumulated charges for this project. For any type of application, the applicant also agrees to defend, indemnify and hold harmless the County, its agents, officers and employees from any claim, action or proceeding attacking or seeking to set aside, void or annul the approval of all or part of the matters applied for, or any other claim, action or proceeding relating to or arising out of such approval. This requirement includes the obligation to reimburse the County, its agents, officers and employees for any court costs or attorney fees which the County, its agents, officers or employees are required by a court to pay as a result of such claim, action or proceeding. The County agrees to notify the applicant of any such claim, action or proceeding promptly after the County becomes aware of it. The County agrees to cooperate in the defense provided by the applicant. The County may, at its own expense, participate in the defense of the claim, action or proceeding, but such participation will not relieve the applicant of applicant's defense and indemnification obligations.

Any persons signing with Power of Attorney for others must print the names of those individuals in the signature block and attach a notarized copy of the Power of attorney.

Arundel Company, LLC
(contact: Stanley G. Bass)

(Print) (APPLICANT OR LEGAL AGENT)



Signature


12/06/2019

Date

REGISTRATION NO.
(IF R.C.E. OR LICENSED LAND SURVEYOR)

Arundel Company, LLC
(contact: Stanley G. Bass)

(Print) (OWNER(S) OF RECORD)*



Signature

12/06/2019

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

*If property is owned by corporation, partnership or other group signee should indicate corporate position or title and submit substantiating documentation (e.g. incorporation certificate).

APPLICATION CERTIFICATE

ALL OWNERS OF RECORD MUST SIGN THIS CERTIFICATE: (Attach it to the application)

List Assessor's Parcel Number(s) of the project property: 262-211-03, 262-211-05,

List Assessor's Parcel Number(s) of all property contiguous to the project property, which is owned or beneficially controlled by the individual(s) signing this Certificate:

0262-061-43, 0262-051-46, 0262-051-47

The undersigned owner(s) or officer(s) in the organization owning the lands for which this application is made, states that he/she or the organization is aware that the application is being filed with the San Bernardino County Planning Division, and certifies under penalty of perjury that the County applications forms have not been altered and that the information contained in this application is true and correct. I (We) acknowledge that additional materials may be necessary to provide to the Planning Division once the preliminary review of the specifics of the project has been initiated.

I (We) further agree that if any information contained in this application proves to be false or incorrect, the County of San Bernardino and any special purpose or taxing district affected thereby are and shall be released from any liability incurred if a certificate of compliance is or has been issued on basis of this application. I understand that under such circumstances any such certificate shall be null and void and shall be returned to the County for cancellation.

If this is an actual cost application, the applicant agrees to pay all accumulated charges for this project. For any type of application, the applicant also agrees to defend, indemnify and hold harmless the County, its agents, officers and employees from any claim, action or proceeding attacking or seeking to set aside, void or annul the approval of all or part of the matters applied for, or any other claim, action or proceeding relating to or arising out of such approval. This requirement includes the obligation to reimburse the County, its agents, officers and employees for any court costs or attorney fees which the County, its agents, officers or employees are required by a court to pay as a result of such claim, action or proceeding. The County agrees to notify the applicant of any such claim, action or proceeding promptly after the County becomes aware of it. The County agrees to cooperate in the defense provided by the applicant. The County may, at its own expense, participate in the defense of the claim, action or proceeding, but such participation will not relieve the applicant of applicant's defense and indemnification obligations.

Any persons signing with Power of Attorney for others must print the names of those individuals in the signature block and attach a notarized copy of the Power of attorney.

CalMat Co.
(contact: C. Brock Lodge)

(Print) (APPLICANT OR LEGAL AGENT)



Signature

Dec. 13, 2019

Date

REGISTRATION NO.
(IF R.C.E. OR LICENSED LAND SURVEYOR)

CalMat Co.
(contact: C. Brock Lodge)

(Print) (OWNER(S) OF RECORD)*



Signature

Dec. 13, 2019

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

*If property is owned by corporation, partnership or other group signee should indicate corporate position or title and submit substantiating documentation (e.g. incorporation certificate).

APPLICATION CERTIFICATE

ALL OWNERS OF RECORD MUST SIGN THIS CERTIFICATE: (Attach it to the application)

List Assessor's Parcel Number(s) of the project property: ****See attached APN list (23 parcels total)****

List Assessor's Parcel Number(s) of all property contiguous to the project property, which is owned or beneficially controlled by the individual(s) signing this Certificate:

0262-061-43, 0262-051-46, 0262-051-47

The undersigned owner(s) or officer(s) in the organization owning the lands for which this application is made, states that he/she or the organization is aware that the application is being filed with the San Bernardino County Planning Division, and certifies under penalty of perjury that the County applications forms have not been altered and that the information contained in this application is true and correct. I (We) acknowledge that additional materials may be necessary to provide to the Planning Division once the preliminary review of the specifics of the project has been initiated.

I (We) further agree that if any information contained in this application proves to be false or incorrect, the County of San Bernardino and any special purpose or taxing district affected thereby are and shall be released from any liability incurred if a certificate of compliance is or has been issued on basis of this application. I understand that under such circumstances any such certificate shall be null and void and shall be returned to the County for cancellation.

If this is an actual cost application, the applicant agrees to pay all accumulated charges for this project. For any type of application, the applicant also agrees to defend, indemnify and hold harmless the County, its agents, officers and employees from any claim, action or proceeding attacking or seeking to set aside, void or annul the approval of all or part of the matters applied for, or any other claim, action or proceeding relating to or arising out of such approval. This requirement includes the obligation to reimburse the County, its agents, officers and employees for any court costs or attorney fees which the County, its agents, officers or employees are required by a court to pay as a result of such claim, action or proceeding. The County agrees to notify the applicant of any such claim, action or proceeding promptly after the County becomes aware of it. The County agrees to cooperate in the defense provided by the applicant. The County may, at its own expense, participate in the defense of the claim, action or proceeding, but such participation will not relieve the applicant of applicant's defense and indemnification obligations.

Any persons signing with Power of Attorney for others must print the names of those individuals in the signature block and attach a notarized copy of the Power of attorney.

Vulcan Land, Inc.
(contact: C. Brock Lodge)



Dec 13, 2019

(Print) (APPLICANT OR LEGAL AGENT)

Signature

Date

REGISTRATION NO.
(IF R.C.E. OR LICENSED LAND SURVEYOR)

Vulcan Land, Inc.
(contact: C. Brock Lodge)



Dec. 13, 2019

(Print) (OWNER(S) OF RECORD)*

Signature

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

(Print) (OWNER(S) OF RECORD)*

Signature

Date

*If property is owned by corporation, partnership or other group signee should indicate corporate position or title and submit substantiating documentation (e.g. incorporation certificate).

HAZARDOUS WASTE SITE CERTIFICATION

This certificate must be submitted with all Development Case Applications except for legislative acts such as General Plan Land Use District changes.

INSTRUCTIONS

The applicant for this development project shall consult the most current list of identified hazardous waste sites at <http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm> to determine whether the development project is located on a site included on the list.

CERTIFICATION

The undersigned owner, applicant or legal representative of the lands for which this development project application is made, hereby certifies under penalty of perjury, and in accordance with Section 65962.5(e) of the Government Code of the State of California that he (she) has consulted the most current and appropriate list of "CAL/EPA, Facility Inventory Data Base, Hazardous Waste and Substances Sites List," and further certifies that the site of the proposed development project:

Is not located on a site which is included on the Cortese List dated: _____

OR

Is located on a site included on the Cortese List dated: 11/7/2019 (see note below)

List all of the Assessor Parcel Numbers (APNs) of the project property:

262-211-06

Stanley G. Bass (Arundel Company, LLC)

Printed Name of Person Certifying this Review

Signature of Person Certifying this Review

December 6, 2019

Date

Note: While the Area Q site itself is not listed on the CORTESE database, it occurs within the operational area defined as part of the Newmark Groundwater Contamination Superfund Site.

HAZARDOUS WASTE SITE CERTIFICATION

This certificate must be submitted with all Development Case Applications except for legislative acts such as General Plan Land Use District changes.

INSTRUCTIONS

The applicant for this development project shall consult the most current list of identified hazardous waste sites at <http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm> to determine whether the development project is located on a site included on the list.

CERTIFICATION

The undersigned owner, applicant or legal representative of the lands for which this development project application is made, hereby certifies under penalty of perjury, and in accordance with Section 65962.5(e) of the Government Code of the State of California that he (she) has consulted the most current and appropriate list of "CAL/EPA, Facility Inventory Data Base, Hazardous Waste and Substances Sites List," and further certifies that the site of the proposed development project:

Is not located on a site which is included on the Cortese List dated: _____

OR

Is located on a site included on the Cortese List dated: 11/7/2019 (see note below)

List all of the Assessor Parcel Numbers (APNs) of the project property:

262-211-03, 262-211-05,

C. Brock Lodge (CalMat Co.)

Printed Name of Person Certifying this Review



Signature of Person Certifying this Review



Date

Note: While the Area Q site itself is not listed on the CORTESE database, it occurs within the operational area defined as part of the Newmark Groundwater Contamination Superfund Site.

HAZARDOUS WASTE SITE CERTIFICATION

This certificate must be submitted with all Development Case Applications except for legislative acts such as General Plan Land Use District changes.

INSTRUCTIONS

The applicant for this development project shall consult the most current list of identified hazardous waste sites at <http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm> to determine whether the development project is located on a site included on the list.

CERTIFICATION

The undersigned owner, applicant or legal representative of the lands for which this development project application is made, hereby certifies under penalty of perjury, and in accordance with Section 65962.5(e) of the Government Code of the State of California that he (she) has consulted the most current and appropriate list of "CAL/EPA, Facility Inventory Data Base, Hazardous Waste and Substances Sites List," and further certifies that the site of the proposed development project:

Is not located on a site which is included on the Cortese List dated: _____

OR

Is located on a site included on the Cortese List dated: 11/7/2019 (see note below)

List all of the Assessor Parcel Numbers (APNs) of the project property:

****See attached APN list (23 parcels total)****

C. Brock Lodge (Vulcan Lands, Inc.)

Printed Name of Person Certifying this Review



Signature of Person Certifying this Review



Date

Note: While the Area Q site itself is not listed on the CORTESE database, it occurs within the operational area defined as part of the Newmark Groundwater Contamination Superfund Site.

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FINANCIALLY RESPONSIBLE PARTY INFORMATION (Part I) AND AGREEMENT (Part II)

The Financially Responsible Party (FRP) is the business entity or individual that: is responsible for all fees and costs associated with the application(s); is responsible for paying for both County of San Bernardino (herein referred to as "County") staff and consultant fees and costs necessary to complete the processing of the application(s) with a trust account; is deemed the owner of funds held in the trust account; and, will receive accounting documents (invoices/ /receipts) during the processing of the application.

The following information sheet (Part I) and Agreement (Part II) establishes the business entity or individual to be named as the FRP and states that the business entity or individual agrees to indemnify the County against various claims, actions, lawsuits, etc., including, but not limited to, legal challenges to application approval with a trust account. For business entities, liability of the owner, partners, etc. shall be determined in accordance with the laws of the State of California.

FINANCIALLY RESPONSIBLE PARTY INFORMATION PART I

Select the department in which you request to establish a Trust Account:

Land Use Services Department Department of Public Works

The FRP is a (choose one and complete below): Business Entity Individual

Business Entity

Business Entity Name: Arundel Company, LLC

Type, i.e. Corporation, LLC, LP, GP, LLP or Sole Proprietorship: LLC

State Entity Registered In: Delaware Entity Number: 201521210123

Business Entity Representative Name: Stanley G. Bass

If the FRP is a business entity, except for sole proprietorships, the representative must supply adequate proof that he/she may financially encumber that legal entity.

Individual

FRP Name: _____

Mailing Address: 1200 Urban Center Drive

Birmingham, AL 35242

City _____ State _____ Zip _____

Phone: (205) 298-3000 Email: contact: gorej@vmcmail.com

Does this FRP have an existing trust account(s) with the County? No If yes, please check department below:

Land Use Services Department Department of Public Works

If yes, provide FRP name used on existing Trust Account(s): _____

..... **For Office Use Only**

Permit Number: _____ Type of Application: _____

Received By: _____ Date: _____

Entered By: _____ Date: _____

Wincams Work Order Number: _____

FINANCIALLY RESPONSIBLE PARTY AGREEMENT PART II

This agreement ("Agreement") is entered into by the County of San Bernardino (herein referred to as "County") and Arundel Company, LLC ("Financially Responsible Party"; herein referred to as "FRP"). [If the FRP is a business entity, except for sole proprietorship, the representative must supply adequate proof that he/she may financially encumber that legal entity.] This Agreement incorporates by reference the Financially Responsible Party Information (Part I) completed by FRP.

Except as provided in Paragraph 8, "Indemnification," below, this Agreement is limited in scope to Land Use Services Department/Department of Public Works fees and costs associated with the following trust account: Arundel Company, LLC. A new trust account shall be established for each new application or applicant and will require a separate FRP agreement.

1. Deposits and Continuation of Work. The FRP will pay the trust account deposit required at the time of submittal of an application with a trust account in an amount established by the County Code or by applicable department policy; will pay invoices immediately upon receipt of invoice, subject to the department stopping work until payment is received; and agrees to be responsible for payment of all fees and costs associated with the application.
2. Consultant Fees. If it is deemed necessary by the applicable department to utilize consultant services, the FRP will pay a deposit to cover consultant fees and costs prior to County's execution of the contract with the consultant, with charges against the consultant's contract to be billed on an hourly basis against the deposit.
3. Ownership. The FRP agrees that all funds deposited in the trust account will be held by the County in an account under the name of the FRP, and that the FRP shall be considered the owner of all funds in said account. The FRP will receive accounting documents (invoices/ /receipts) during the processing of the application(s).
4. Clearance or Issuance. The FRP agrees that the applicable department is not required to issue any clearances or permits without receipt of full payment of fees, unless specifically waived by the County's Board of Supervisors, by Board Action.
5. Subsequent Trust Accounts and Applications. The FRP agrees that if there is an outstanding amount on any other Land Use Services Department/Department of Public Works applications with a trust account for which the FRP is the applicant or permittee, subsequent applications with a trust account will not be accepted until such amounts are paid.
6. Refunds. The FRP agrees that the County may refund any monies remaining in the trust account at the completion of work to the FRP, regardless of the source of monies deposited into the Trust Account. The County will exercise due diligence to locate the FRP based on the contact information on file. If the County is unable to locate the FRP, the County will follow all applicable provisions of the California Government Code regarding escheatment.
7. Designation. The FRP agrees that the person or entity designated as the FRP maintains that designation until the application(s) with a trust account has been approved, disapproved or withdrawn and any and all appeals and/or legal challenges have concluded.
8. Indemnification. Pursuant to County Code section 51.0113 and/or Development Code section 81.01.070, the FRP agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its "Indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), officers, and its authorized officers, employees, agents, advisory agencies or committees, appeal boards or legislative body and volunteers) from any and all claims, actions, or proceedings against the County or its Indemnitees to attack, set aside, void, or annul an approval of the County and/or its Indemnitees concerning a map or permit or any other action, losses, damages, and/or liability arising out of this Agreement and the application(s) from any cause whatsoever, including the acts, errors or omissions of any person and

for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. FRP's indemnification obligation applies to Indemnitees' "passive" negligence but does not apply to Indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782.

The FRP shall reimburse the County and its Indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its Indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the FRP of their obligations under this condition to reimburse the County or its Indemnitees for all such expenses. County will act reasonably to promptly notify the FRP of any claim, action, or proceeding and that the County will cooperate fully in the defense.

The FRP agrees that its indemnification obligations under this Agreement remain in effect even though a court may order the County to set aside its approval of the application.

9. Transferability. This Agreement is non-transferable. In the event of a transfer of applicant or property, the FRP shall notify the County within ten (10) working days, in writing. In such event, a new Financially Responsible Party Information (Part I) and Agreement ("FRP Forms") will be required of the new applicant or property owner. Applicant shall be responsible for all costs and expenses incurred by the County through the date County receives the written notice of the transfer from Applicant pursuant to this Agreement. County shall not be responsible for any unnecessary costs or expenses incurred by Applicant due to Applicant's failure to comply with the terms of this Agreement, including the provision of written notice to the County of a transfer.
10. Termination. This Agreement shall terminate upon: a) completion of the underlying County Land Use Services Department/Department of Public Works services or County's receipt of Applicant's notice of a transfer pursuant to Paragraph 9, above; and 2) payment by Applicant of any remaining Land Use Services Department/Department of Public Works fees or refund of any fund balance by the County to Applicant after payment of all Land Use Services Department/Department of Public Works fees. Paragraph 8, "Indemnification," above, shall survive termination of this Agreement.
11. Change of Address. In the event of change of address of the FRP, the County must be notified within ten (10) working days in writing.
12. Notification. Any notification(s) shall be directed to the appropriate department as indicated below:

Land Use Department
Attn: Administration
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415-0187
(909) 387-4000

Department of Public Works
Attn: Administrative Services
825 East Third Street
San Bernardino, CA 92415
(909) 387-7910

13. This Agreement shall be governed by and construed according to the laws of the State of California.

Executed on the 6th day of December, 2019

Arundel Company, LLC (contact: Stanley G. Bass)
Financially Responsible Party (Please print and sign)



FINANCIALLY RESPONSIBLE PARTY INFORMATION (Part I) AND AGREEMENT (Part II)

The Financially Responsible Party (FRP) is the business entity or individual that: is responsible for all fees and costs associated with the application(s); is responsible for paying for both County of San Bernardino (herein referred to as "County") staff and consultant fees and costs necessary to complete the processing of the application(s) with a trust account; is deemed the owner of funds held in the trust account; and, will receive accounting documents (invoices/ /receipts) during the processing of the application.

The following information sheet (Part I) and Agreement (Part II) establishes the business entity or individual to be named as the FRP and states that the business entity or individual agrees to indemnify the County against various claims, actions, lawsuits, etc., including, but not limited to, legal challenges to application approval with a trust account. For business entities, liability of the owner, partners, etc. shall be determined in accordance with the laws of the State of California.

FINANCIALLY RESPONSIBLE PARTY INFORMATION PART I

Select the department in which you request to establish a Trust Account:

Land Use Services Department Department of Public Works

The FRP is a (choose one and complete below): Business Entity Individual

Business Entity

Business Entity Name: CalMat Co.

Type, i.e. Corporation, LLC, LP, GP, LLP or Sole Proprietorship: Corporation

State Entity Registered In: Delaware Entity Number: C0132449

Business Entity Representative Name: C. Brock Lodge

If the FRP is a business entity, except for sole proprietorships, the representative must supply adequate proof that he/she may financially encumber that legal entity.

Individual

FRP Name: _____

Mailing Address: 1200 Urban Center Drive

Birmingham, AL 35242

City _____ State _____ Zip _____

Phone: (205) 298-3000 Email: contact: gorej@vmcmail.com

Does this FRP have an existing trust account(s) with the County? No If yes, please check department below:

Land Use Services Department Department of Public Works

If yes, provide FRP name used on existing Trust Account(s): _____

..... **For Office Use Only**

Permit Number: _____ Type of Application: _____

Received By: _____ Date: _____

Entered By: _____ Date: _____

Wincams Work Order Number: _____

FINANCIALLY RESPONSIBLE PARTY AGREEMENT PART II

This agreement ("Agreement") is entered into by the County of San Bernardino (herein referred to as "County") and CalMat Co. ("Financially Responsible Party"; herein referred to as "FRP"). [If the FRP is a business entity, except for sole proprietorship, the representative must supply adequate proof that he/she may financially encumber that legal entity.] This Agreement incorporates by reference the Financially Responsible Party Information (Part I) completed by FRP.

Except as provided in Paragraph 8, "Indemnification," below, this Agreement is limited in scope to Land Use Services Department/Department of Public Works fees and costs associated with the following trust account: CalMat Co.. A new trust account shall be established for each new application or applicant and will require a separate FRP agreement.

1. Deposits and Continuation of Work. The FRP will pay the trust account deposit required at the time of submittal of an application with a trust account in an amount established by the County Code or by applicable department policy; will pay invoices immediately upon receipt of invoice, subject to the department stopping work until payment is received; and agrees to be responsible for payment of all fees and costs associated with the application.
2. Consultant Fees. If it is deemed necessary by the applicable department to utilize consultant services, the FRP will pay a deposit to cover consultant fees and costs prior to County's execution of the contract with the consultant, with charges against the consultant's contract to be billed on an hourly basis against the deposit.
3. Ownership. The FRP agrees that all funds deposited in the trust account will be held by the County in an account under the name of the FRP, and that the FRP shall be considered the owner of all funds in said account. The FRP will receive accounting documents (invoices/ /receipts) during the processing of the application(s).
4. Clearance or Issuance. The FRP agrees that the applicable department is not required to issue any clearances or permits without receipt of full payment of fees, unless specifically waived by the County's Board of Supervisors, by Board Action.
5. Subsequent Trust Accounts and Applications. The FRP agrees that if there is an outstanding amount on any other Land Use Services Department/Department of Public Works applications with a trust account for which the FRP is the applicant or permittee, subsequent applications with a trust account will not be accepted until such amounts are paid.
6. Refunds. The FRP agrees that the County may refund any monies remaining in the trust account at the completion of work to the FRP, regardless of the source of monies deposited into the Trust Account. The County will exercise due diligence to locate the FRP based on the contact information on file. If the County is unable to locate the FRP, the County will follow all applicable provisions of the California Government Code regarding escheatment.
7. Designation. The FRP agrees that the person or entity designated as the FRP maintains that designation until the application(s) with a trust account has been approved, disapproved or withdrawn and any and all appeals and/or legal challenges have concluded.
8. Indemnification. Pursuant to County Code section 51.0113 and/or Development Code section 81.01.070, the FRP agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its "Indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), officers, and its authorized officers, employees, agents, advisory agencies or committees, appeal boards or legislative body and volunteers) from any and all claims, actions, or proceedings against the County or its Indemnitees to attack, set aside, void, or annul an approval of the County and/or its Indemnitees concerning a map or permit or any other action, losses, damages, and/or liability arising out of this Agreement and the application(s) from any cause whatsoever, including the acts, errors or omissions of any person and

for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. FRP's indemnification obligation applies to Indemnitees' "passive" negligence but does not apply to Indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782.

The FRP shall reimburse the County and its Indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its Indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the FRP of their obligations under this condition to reimburse the County or its Indemnitees for all such expenses. County will act reasonably to promptly notify the FRP of any claim, action, or proceeding and that the County will cooperate fully in the defense.

The FRP agrees that its indemnification obligations under this Agreement remain in effect even though a court may order the County to set aside its approval of the application.

9. Transferability. This Agreement is non-transferable. In the event of a transfer of applicant or property, the FRP shall notify the County within ten (10) working days, in writing. In such event, a new Financially Responsible Party Information (Part I) and Agreement ("FRP Forms") will be required of the new applicant or property owner. Applicant shall be responsible for all costs and expenses incurred by the County through the date County receives the written notice of the transfer from Applicant pursuant to this Agreement. County shall not be responsible for any unnecessary costs or expenses incurred by Applicant due to Applicant's failure to comply with the terms of this Agreement, including the provision of written notice to the County of a transfer.

10. Termination. This Agreement shall terminate upon: a) completion of the underlying County Land Use Services Department/Department of Public Works services or County's receipt of Applicant's notice of a transfer pursuant to Paragraph 9, above; and 2) payment by Applicant of any remaining Land Use Services Department/Department of Public Works fees or refund of any fund balance by the County to Applicant after payment of all Land Use Services Department/Department of Public Works fees. Paragraph 8, "Indemnification," above, shall survive termination of this Agreement.

11. Change of Address. In the event of change of address of the FRP, the County must be notified within ten (10) working days in writing.

12. Notification. Any notification(s) shall be directed to the appropriate department as indicated below:

Land Use Department
Attn: Administration
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415-0187
(909) 387-4000

Department of Public Works
Attn: Administrative Services
825 East Third Street
San Bernardino, CA 92415
(909) 387-7910

13. This Agreement shall be governed by and construed according to the laws of the State of California.

Executed on the 13th day of December, 2019

CalMat Co. (contact: C. Brock Lodge) 
Financially Responsible Party (Please print and sign)

FINANCIALLY RESPONSIBLE PARTY INFORMATION (Part I) AND AGREEMENT (Part II)

The Financially Responsible Party (FRP) is the business entity or individual that: is responsible for all fees and costs associated with the application(s); is responsible for paying for both County of San Bernardino (herein referred to as "County") staff and consultant fees and costs necessary to complete the processing of the application(s) with a trust account; is deemed the owner of funds held in the trust account; and, will receive accounting documents (invoices/ /receipts) during the processing of the application.

The following information sheet (Part I) and Agreement (Part II) establishes the business entity or individual to be named as the FRP and states that the business entity or individual agrees to indemnify the County against various claims, actions, lawsuits, etc., including, but not limited to, legal challenges to application approval with a trust account. For business entities, liability of the owner, partners, etc. shall be determined in accordance with the laws of the State of California.

FINANCIALLY RESPONSIBLE PARTY INFORMATION PART I

Select the department in which you request to establish a Trust Account:

Land Use Services Department Department of Public Works

The FRP is a (choose one and complete below): Business Entity Individual

Business Entity

Business Entity Name: Vulcan Lands, Inc.

Type, i.e. Corporation, LLC, LP, GP, LLP or Sole Proprietorship: LLC

State Entity Registered In: New Jersey Entity Number: C2492621

Business Entity Representative Name: C. Brock Lodge

If the FRP is a business entity, except for sole proprietorships, the representative must supply adequate proof that he/she may financially encumber that legal entity.

Individual

FRP Name: _____

Mailing Address: 1200 Urban Center Drive

Birmingham, AL 35242

City _____ State _____ Zip _____

Phone: (205) 298-3000 Email: contact: gorej@vmcmail.com

Does this FRP have an existing trust account(s) with the County? No If yes, please check department below:

Land Use Services Department Department of Public Works

If yes, provide FRP name used on existing Trust Account(s): _____

..... **For Office Use Only**

Permit Number: _____ Type of Application: _____

Received By: _____ Date: _____

Entered By: _____ Date: _____

Wincams Work Order Number: _____

FINANCIALLY RESPONSIBLE PARTY AGREEMENT PART II

This agreement ("Agreement") is entered into by the County of San Bernardino (herein referred to as "County") and Vulcan Lands, Inc. ("Financially Responsible Party"; herein referred to as "FRP"). [If the FRP is a business entity, except for sole proprietorship, the representative must supply adequate proof that he/she may financially encumber that legal entity.] This Agreement incorporates by reference the Financially Responsible Party Information (Part I) completed by FRP.

Except as provided in Paragraph 8, "Indemnification," below, this Agreement is limited in scope to Land Use Services Department/Department of Public Works fees and costs associated with the following trust account: Vulcan Lands, Inc.. A new trust account shall be established for each new application or applicant and will require a separate FRP agreement.

1. **Deposits and Continuation of Work.** The FRP will pay the trust account deposit required at the time of submittal of an application with a trust account in an amount established by the County Code or by applicable department policy; will pay invoices immediately upon receipt of invoice, subject to the department stopping work until payment is received; and agrees to be responsible for payment of all fees and costs associated with the application.
2. **Consultant Fees.** If it is deemed necessary by the applicable department to utilize consultant services, the FRP will pay a deposit to cover consultant fees and costs prior to County's execution of the contract with the consultant, with charges against the consultant's contract to be billed on an hourly basis against the deposit.
3. **Ownership.** The FRP agrees that all funds deposited in the trust account will be held by the County in an account under the name of the FRP, and that the FRP shall be considered the owner of all funds in said account. The FRP will receive accounting documents (invoices/ /receipts) during the processing of the application(s).
4. **Clearance or Issuance.** The FRP agrees that the applicable department is not required to issue any clearances or permits without receipt of full payment of fees, unless specifically waived by the County's Board of Supervisors, by Board Action.
5. **Subsequent Trust Accounts and Applications.** The FRP agrees that if there is an outstanding amount on any other Land Use Services Department/Department of Public Works applications with a trust account for which the FRP is the applicant or permittee, subsequent applications with a trust account will not be accepted until such amounts are paid.
6. **Refunds.** The FRP agrees that the County may refund any monies remaining in the trust account at the completion of work to the FRP, regardless of the source of monies deposited into the Trust Account. The County will exercise due diligence to locate the FRP based on the contact information on file. If the County is unable to locate the FRP, the County will follow all applicable provisions of the California Government Code regarding escheatment.
7. **Designation.** The FRP agrees that the person or entity designated as the FRP maintains that designation until the application(s) with a trust account has been approved, disapproved or withdrawn and any and all appeals and/or legal challenges have concluded.
8. **Indemnification.** Pursuant to County Code section 51.0113 and/or Development Code section 81.01.070, the FRP agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its "Indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), officers, and its authorized officers, employees, agents, advisory agencies or committees, appeal boards or legislative body and volunteers) from any and all claims, actions, or proceedings against the County or its Indemnitees to attack, set aside, void, or annul an approval of the County and/or its Indemnitees concerning a map or permit or any other action, losses, damages, and/or liability arising out of this Agreement and the application(s) from any cause whatsoever, including the acts, errors or omissions of any person and

for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. FRP's indemnification obligation applies to Indemnitees' "passive" negligence but does not apply to Indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782.

The FRP shall reimburse the County and its Indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its Indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the FRP of their obligations under this condition to reimburse the County or its Indemnitees for all such expenses. County will act reasonably to promptly notify the FRP of any claim, action, or proceeding and that the County will cooperate fully in the defense.

The FRP agrees that its indemnification obligations under this Agreement remain in effect even though a court may order the County to set aside its approval of the application.

9. Transferability. This Agreement is non-transferable. In the event of a transfer of applicant or property, the FRP shall notify the County within ten (10) working days, in writing. In such event, a new Financially Responsible Party Information (Part I) and Agreement ("FRP Forms") will be required of the new applicant or property owner. Applicant shall be responsible for all costs and expenses incurred by the County through the date County receives the written notice of the transfer from Applicant pursuant to this Agreement. County shall not be responsible for any unnecessary costs or expenses incurred by Applicant due to Applicant's failure to comply with the terms of this Agreement, including the provision of written notice to the County of a transfer.
10. Termination. This Agreement shall terminate upon: a) completion of the underlying County Land Use Services Department/Department of Public Works services or County's receipt of Applicant's notice of a transfer pursuant to Paragraph 9, above; and 2) payment by Applicant of any remaining Land Use Services Department/Department of Public Works fees or refund of any fund balance by the County to Applicant after payment of all Land Use Services Department/Department of Public Works fees. Paragraph 8, "Indemnification," above, shall survive termination of this Agreement.
11. Change of Address. In the event of change of address of the FRP, the County must be notified within ten (10) working days in writing.
12. Notification. Any notification(s) shall be directed to the appropriate department as indicated below:

Land Use Department
Attn: Administration
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415-0187
(909) 387-4000

Department of Public Works
Attn: Administrative Services
825 East Third Street
San Bernardino, CA 92415
(909) 387-7910

13. This Agreement shall be governed by and construed according to the laws of the State of California.

Executed on the 13th day of December, 2019

Vulcan Lands, Inc. (contact: C. Brock Lodge)
Financially Responsible Party (Please print and sign)

