



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

Planning Commission

File #: 21-2907
Agenda #: PH-C

Agenda Date: 3/19/2024
Category: Public Hearing

FROM:

Planning Department

TITLE:

Master Case No. (MCN) 22-115: General Plan Amendment (GPA) No. 22-009, Zoning District Map Amendment (ZCA) No. 22-009, Tentative Parcel Map No. 22-029 (TPM No. 20834), Design Review (DRP) No. 22-054, and Development Agreement (AGR) No. 23-096 - A request to amend the General Plan land use designation from Community Commercial (C-C) to Light Industrial (I-L), and a Zoning District Map Amendment to amend the zoning designation from Community Commercial (C-1) to Light Industrial (M-1) for approximately 0.9 acres, a Tentative Parcel Map to consolidate twenty-one (21) parcels comprised of approximately 15.8 acres into one parcel, Design Review for the site and architectural review for the development of an industrial commerce building totaling approximately 355,995 square feet within a project site comprised of approximately 15.8 acres, and a Development Agreement to include the payment of a public benefit fee, pursuant to a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

RECOMMENDATION:

Based on the information contained in this staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2024-_____, and forward a recommendation to the City Council to:

1. Adopt a resolution approving the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and direct staff to file a Notice of Determination; and,
2. Adopt a resolution approving General Plan Amendment (GPA) No. 22-009; and,
3. Adopt an ordinance approving Zone District Map Amendment (ZCA) No. 22-009; and,
4. Adopt a resolution approving Tentative Parcel Map No. 22-029 (TPM No. 20834); and,
5. Adopt a resolution approving Design Review No. 22-054; and,
6. Adopt an ordinance approving Development Agreement (AGR) No. 23-096.

APPLICANT:

MIG, INC
1650 Spruce Street, Suite 106
Riverside, CA 92507

LOCATION:

The project site is located on the north side of Slover Avenue, south of Boyle Avenue, south of Interstate (I) 10 freeway, west of Citrus Avenue and east of Oleander Avenue. APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44.

REQUEST:

1. General Plan Amendment (GPA) No. 22-009 - A request to amend Exhibit 15.8 in Chapter 15 (Land Use, Zoning, and Urban Design) of the General Plan to amend the General Plan land use designation from Community Commercial (C-C) to Light Industrial (I-L) for APN 0251-151-20, consisting of approximately 0.9 adjusted gross acres.
2. Zoning District Map Amendment (ZCA) No. 22-009 - A request to amend the Zoning District Map from Community Commercial (C-1) to Light Industrial (M-1) for APN 0251-151-20, consisting of approximately 0.9 adjusted gross acres.
3. Tentative Parcel Map No. 22-029 (TPM No. 20834) - A request to consolidate twenty-one (21) parcels comprised of approximately 15.8 acres into one parcel for the development of the project.
4. Design Review (DRP) No. 22-054 - A request to review the architecture, site design and associated improvements for an industrial commerce center building totaling 355,995 square feet on a site comprised of approximately 15.84 acres.
5. Development Agreement (AGR) No. 23-096 - An agreement to include the payment of a public benefit fee.

PROJECT PLANNER:

Irene Romero, Associate Planner

BACKGROUND INFORMATION:

A. Existing Land Use Designation:

	General Plan	Zoning	Existing Land Use
Site:	Light Industrial (I-L) and Community Commercial (C-C)	Community Commercial (C-1) and Light Industrial (M-1)	Vacant
North:	General Industrial (I-G)	General industrial (M-2)	Non-Conforming uses/Vacant/Warehouse
South:	General Commercial (C-G) and Light Industrial (I-L)	General Commercial (C-2) and Light Industrial (M-1)	Vacant/Warehouse
East:	Light Industrial (I-L)	Light Industrial (M-1)	Non-Conforming Residential uses

West:	Light Industrial (I-L) and Community Commercial (C-C)	Light Industrial (M-1) and Community Commercial (C-1)	ARCO gas station/ Citrus Avenue Overpass
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PROJECT DESCRIPTION:

A. Project Site Area: Approximately 15.84 acres.

B. Lot Coverage:

Allowed	60%	Percent
Proposed:	51%	Percent

C. Building Analysis:

Office:	3,500	Square Feet
Mezzanine:	3,500	Square Feet
Warehouse:	348,955	Square Feet

D. Parking Analysis:

Required:	94 Spaces
Proposed:	100 Spaces

E. Landscaping:

Required:	15 Percent
Proposed:	21 Percent

ANALYSIS:

The applicant, MIG Inc., is requesting that the Planning Commission review and forward a recommendation of approval to the City Council for a General Plan Amendment, Zone Change, Tentative Parcel Map, and Design Review to facilitate the construction of a 355,995 square feet industrial commerce building on a 15.84-acre site. The applicant has also prepared a development agreement for consideration that includes a public benefit fee.

General Plan Amendment (GPA) No. 22-009

The current general plan land use designation is Light Industrial (I-L) for APNs: 0251-151-03 through -07, -09, -14 through -16, -18 through -22, and -39 through -44 and Community Commercial (C-C) for APN 0251-151-10 which does not allow for industrial commerce center (warehouse) uses. Therefore, the applicant has applied for a General Plan Amendment to amend Exhibit 15.8 (General Plan Land Use Map) as part of Chapter 15 of the General Plan and change the General Plan land use designation of APN 0251-151-10, a .89-acre parcel from Community Commercial (C-C) to Light Industrial (I-L) as shown in Attachment No. 3. This amendment would create consistency amongst the project parcels and would remove a small area that has not developed commercially to date, nor would it be well placed to do so in the future based on its size and location. The amendment would support General Plan Chapter 13, Goal No. 1, Action A: Establish a balance of industrial and manufacturing development along with services, especially in sectors with living wage jobs. The operations of the industrial commerce building will require employees for day-to-day operations, which will in turn provide jobs for local communities in the long term.

Zoning Change Amendment (ZCA) No. 22-009

The proposal would amend the zoning district map (Attachment No. 4) from Community Commercial (C-1) to Light Industrial (M-1) of property APN 0251-151-10, approximately .89-acres total. The Zoning District Map amendment would ensure that zoning for the project site is consistent across the subject areas, as well as consistent with the proposed General Plan Amendment.

Tentative Parcel Map No. 20834 (TPM) No. 22-029

The applicant has filed for a Tentative Parcel Map to consolidate twenty-one (21) parcels of approximately 15.8 acres into one parcel for the development of an industrial commerce center building. As part of the project the developer will also construct all on-site and off-site improvements per the City Standards. The consolidated parcels meet the development standards of the light industrial zoning district and will support the development of a new industrial facility.

Design Review (DRP) No. 22-054

The project includes the development of an industrial commerce center building. The industrial commerce center building has been designed with a combination of office and industrial areas and will contain approximately 355,995 square feet of floor area. The developer will construct the necessary on-site and off-site improvements required by city standards. A gate-secured truck court with 50 loading docks is proposed on the south and west side of the building. The building's tower entries, glass features, painted bands, articulated window framing with glazing provide structural and visual interest. The applicant has incorporated a variety of architectural features on all sides of the building to meet or exceed the design guidelines of the Light Industrial (M-1) design guidelines. Landscaping would be ornamental in nature and would feature trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcover.

The project site is physically suitable in size and shape to support the development of the proposed industrial commerce center building. The applicable building codes, zoning codes, and fire codes and standards will be incorporated and will make for a safe, attractive, and well-designed project. As proposed, the project site is consistent with the standards of the Light Industrial (M-1) Zoning District. The proposal has been designed to be compatible with the industrial uses of nearby, while also providing a development that has been designed with features (architectural relief, added landscaping along the north and south side of the property, street improvements, and lighting), to enhance the character of the area. The project further meets all the requirements of the recently adopted Industrial Commerce Centers Sustainability Standards Ordinance.

Grading / Walls

The area surrounding the building will drain to the south with the use of underground chambers towards Slover Avenue. The project site will have three (3) eight-foot-tall sliding gates for the loading areas and a 14-foot-high screen wall surrounding the south, east and west project area.

Circulation / Grading

Trucks will have access from two southwest driveways on Slover Avenue and passenger vehicles will have access from separate driveways on the northern and southern portion of the site. Trucks will be traveling south and north from Citrus Avenue and east and west from Slover Avenue to and from the project site to access the 10 freeway.

Development Agreement (AGR) No. 23-096

The proposed project includes a development agreement for the provision of a public benefit fee of \$49,722.

Public Communication:

Staff received one (1) comment (Attachment No. 8) in opposition to the project that relates to acquiring the residential sites along Oleander Avenue to square off the proposed development and the location of the warehouse abutting the residential properties along Oleander Avenue.

Environmental

An Initial Study (IS), Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program has been prepared for this project pursuant to the California Environmental Quality Act (CEQA) and the 2019 Local Guidelines for Implementing CEQA. Based on the information in the IS, the project would not have a significant effect on the environment as a result of the project implementation and the Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program; a Notice of Determination has been prepared for the Planning Commission's consideration. The mitigation measures from the Mitigation Monitoring and Reporting Program are included herein as part of the Conditions of Approval. The IS/MND for this project can be found at <https://www.fontanaca.gov/2137/Environmental-Documents>.

MOTION:

Approve staff's recommendation.

ATTACHMENTS:

1. Vicinity Map
2. Project Plans
3. Existing/Proposed General Plan Land Use Designation Exhibit
4. Existing/Proposed Zone Change Exhibit
5. Planning Commission Resolution, Findings and Conditions of Approval
6. Development Agreement
7. Notice of Determination
8. Public Communication
9. Notice of Intent to Adopt a Mitigated Negative Declaration and Public Hearing Notice



VICINITY MAP

DATE: March 19, 2024

CASE: Master Case No. 22-115, General Plan Amendment No. 22-009, Zoning Code Amendment No. 22-009, Tentative Parcel Map No. 22-029, Design Review Plan No. 22-054, Development Agreement No. 23-096



PROJECT TEAM

OWNER:

CHIPT FONTANA CITRUS
BOYLE LP
572 W. 7TH STREET, SUIT 200
LOS ANGELES, CA 90014
(909) 358 - 7715
CONTACT: PHILIP J. PRASSAS

ARCHITECT:

AO ARCHITECTS
144 N. ORANGE STREET
ORANGE, CA 92866
(714) 639-9860 EXT. 384
CONTACT: DAMIAN DANIEL
DAMIAND@AOARCHITECTS.COM

LANDSCAPE:

RODARTE LANDSCAPE ARCHITECTURE
740 13TH ST. SUITE 320
SAN DIEGO, CA 92101
(909) 771-8171
CONTACT: LORENZO RODARTE
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CIVIL ENGINEER:

LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES
11807 PIERCE ST. SUITE 200
RIVERSIDE, CA 92505
(949) 561-9215
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MGOLIAS@LANGAN.COM

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- C4 CONCEPTUAL UTILITY PLAN
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- C6 LINE OF SIGHT EXHIBIT

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- A1.2 TRUCK CIRCULATION PLAN & DIAGRAMS
- A2.1 CONCEPTUAL FLOOR PLAN
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SITE INFO

ASSESSOR'S PARCEL NUMBER:

0251-151-07,10,14,15,16,41,39,40,43,42,09,44,19,20,21,22,05,18,06,03,04

PROJECT DESCRIPTION:

WAREHOUSE FACILITY CONSISTING OF A WAREHOUSE TOTALING
355,995 SQUARE FEET



VICINITY MAP



COVER SHEET

IN THE CITY OF FONTANA
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



SCALE: NTS

GENERAL NOTES

CIVIL ENGINEER
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OWNER
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ARCHITECT
AO ARCHITECTS
144 N ORANGE STREET
ORANGE, CA 92866
PHONE: (714) 639-9800
CONTACT: DAMIEN DANIEL

PROJECT ADDRESS:
16177, 16165, 16193, 16197, 16221, 16235, 16251, AND 16283 BOYLE
AVENUE, FONTANA CA
16150, 16190, 16204, 16220, 16228 SOLVER AVENUE, FONTANA CA

EXISTING USE:
RESIDENTIAL

PROPOSED USE:
DISTRIBUTION WAREHOUSE FACILITY

EXISTING ZONE:
M-1 (LIGHT INDUSTRIAL) PARCELS 1 & 3-21, PARCEL 2: C-1
(COMMUNITY COMMERCIAL)

PROPOSED ZONING:
M-1 (LIGHT INDUSTRIAL)

PROJECT INFORMATION:
CAR PARKING:

EV CAPABLE	10
EVCS	5
<u>STANDARD VAN/CAR</u>	<u>82</u>
TOTAL CAR PARKING	97

OTHER PARKING:	
MOTORCYCLE	8
TRAILER	72
LOADING SPACES	12

SITE AREA: 689,990 SF (15.84 AC)

ASSESSORS PARCEL NUMBERS

0251-151-07-0-0-000 (AFFECTS PARCEL 1)
0251-151-10-0-0-000 (AFFECTS PARCEL 2)
0251-151-14-0-0-000 (AFFECTS PARCEL 3)
0251-151-15-0-0-000 (AFFECTS PARCEL 4)
0251-151-16-0-0-000 (AFFECTS PARCEL 5)
0251-151-41-0-0-000 (AFFECTS PARCEL 6)
0251-151-42-0-0-000 (AFFECTS PARCEL 7)
0251-151-40-0-0-000 (AFFECTS PARCEL 8)
0251-151-43-0-0-000 (AFFECTS PARCEL 9)
0251-151-42-0-0-000 (AFFECTS PARCEL 10)
0251-151-09-0-0-000 (AFFECTS PARCEL 11)
0251-151-44-0-0-000 (AFFECTS PARCEL 12)
0251-151-08-0-0-000 (AFFECTS PARCEL 13)
0251-151-20-0-0-000 (AFFECTS PARCEL 14)
0251-151-21-0-0-000 (AFFECTS PARCEL 15)
0251-151-22-0-0-000 (AFFECTS PARCEL 16)
0251-151-05-0-0-000 (AFFECTS PARCEL 17)
0251-151-18-0-0-000 (AFFECTS PARCEL 18)
0251-151-19-0-0-000 (AFFECTS PARCEL 19)
0251-151-03-0-0-000 (AFFECTS PARCEL 20)
0251-151-04-0-0-000 (AFFECTS PARCEL 21)

BASIS OF BEARING

THE BEARING OF NORTH 89° 57' 53" WEST TAKEN ON THE CENTER LINE OF SLOVER AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NUMBER 20-0052 FILED FOR RECORD ON JULY 16, 2020. IN BOOK 169 OF RECORDS OF SURVEY, AT PAGE 31, IN BOOK, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

FLOODING ZONE

THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN BERNARDINO COUNTY, CALIFORNIA, MAP NUMBER 06071C8654H FOR COMMUNITY NUMBER 060274 (CITY OF FONTANA), WITH AN EFFECTIVE DATE OF AUGUST 28, 2008, AS BEING LOCATED IN FLOOD ZONE "X-NO SCREEN".

ACCORDING TO FEMA, THE DEFINITION OF ZONE "X-NO SCREEN" IS:
AREA OF MINIMAL FLOOD HAZARD. INFORMATION WAS OBTAINED FROM
THE FEMA WEBSITE MARCH 18, 2022.

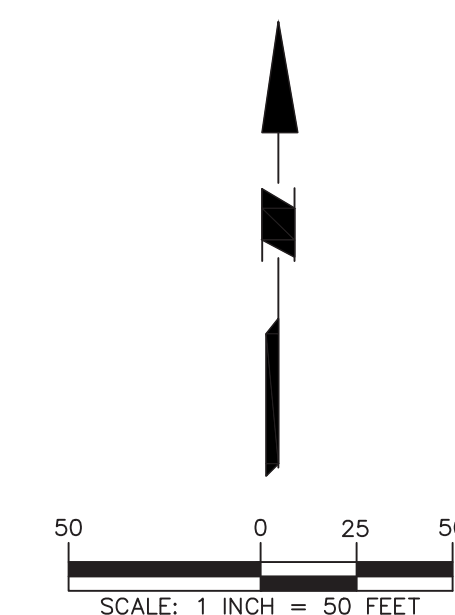
TITLE EXCEPTIONS

THE TITLE INFORMATION SHOWN HEREON IS PER THE COMMITMENT FOR
TITLE INSURANCE, ORDER NO. 1110671E, DATED JANUARY 12, 2023, AS
PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY. NO
RESPONSIBILITY OF CONTENT, COMPLETENESS, OR ACCURACY OF SAID
REPORT IS ASSUMED BY THIS MAP OR THE SURVEYOR.

AO Architecture.
Design.
Relationships

G2

Scale 1" = 50'-0"
Job No. 2023-0244
Date 2024-02-22



LEGEND

— — — — — STREET CENTERLINE
 — — — — — PROPOSED RIGHT OF WAY/PROPERTY LINE
 — — — — — EXISTING RIGHT OF WAY/PROPERTY LINE

CROW
HOLDINGS

DEVELOPMENT

CITRUS & BOYLE

Fontana, CA

DISCLAIMER:
ALL INFORMATION CONTAINED HEREIN MAY BE SUBJECT TO CHANGE PENDING OWNER AND OR AGENCY REVIEW, AND IS FOR INFORMATION ONLY.

TENTATIVE PARCEL MAP



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST 1 ACRE OF THE WEST 2.87 ACRES OF THE EAST 8.74 ACRES OF THE SOUTH 11.77 ACRES OF LOT 741, ACCORDING TO PLAT SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS. EXCEPTING NORTH 150 FEET THEREOF.

PARCEL 2:

THE EAST 1.00 ACRE OF THE WEST 3.03 ACRES OF THE SOUTH 11.77 ACRES OF LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES ARE COMPUTED TO STREET CENTERS.

PARCEL 3:

THE WEST 92 FEET OF THE NORTH 132 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY. EXCEPTING THEREFROM THE NORTH 10 FEET THEREOF. ALSO EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM EQUITABLE SAVINGS AND LOAN ASSOCIATION, A CORPORATION, RECORDED OCTOBER 6, 1969, IN BOOK 7315, PAGE 33, OFFICIAL RECORDS. NOTE: AREAS AND DISTANCES ARE COMPUTED TO STREET CENTERS.

PARCEL 4:

THE WEST 86 FEET OF THE EAST 166.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, EXCEPT THE SOUTH 160 FEET. ALSO EXCEPT THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES. NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 5:

THE EAST 80.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. EXCEPT THE NORTH 10 FEET THEREOF RESERVED FOR ROAD PURPOSES. ALSO EXCEPTING THEREFROM THE SOUTH 160 FEET. AREAS AND DISTANCES OF THE ABOVE DESCRIBED SUBDIVISION INDICATE THAT THE SAME ARE COMPUTED TO STREET CENTERS.

PARCEL 6:

THE NORTH 142 FEET OF THE EAST 85 FEET OF THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF LOT 741, EXCEPT THE NORTH 10 FEET, MEASURED TO STREET CENTER LINES, AS PER MAPS SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 PAGE 12 OF MAPS, RECORDS OF SAID COUNTY. NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 7:

PARCEL A: THE SOUTH 160 FEET OF THE EAST 80.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL B:

THE SOUTH 160 FEET OF THE WEST 86 FEET OF THE EAST 166.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL C:

THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. EXCEPT THEREFROM THE NORTH 132 FEET OF THE WEST 92 FEET. ALSO EXCEPT THEREFROM THE EAST 166.16 FEET, AND ALSO EXCEPT THEREFROM THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 8:

THE EAST 197 FEET OF THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTH 42 FEET OF THE EAST 85 FEET. ALSO EXCEPT THEREFROM THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES. ALSO EXCEPT THEREFROM PORTION OF THE LAND CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION IN GRANT DEED RECORDED JUNE 28, 2010 AS INSTRUMENT NO. 2010- 0257563 OF OFFICIAL RECORDS. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 9:

THE NORTH 150 FEET OF THE WEST 1.87 ACRES OF THE EAST 7.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 10:

THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. EXCEPT THEREFROM THE EAST 197 FEET THEREOF. EXCEPTING THEREFROM THE NORTH 10 FEET THEREOF, AS CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY A DEED RECORDED SEPTEMBER 24, 1926, IN BOOK 134, PAGE 369, OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, BY A DEED RECORDED FEBRUARY 24, 1926, IN BOOK 4444, PAGE 60, OFFICIAL RECORDS. ALSO EXCEPT THEREFROM PORTION OF THE LAND CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION IN GRANT DEED RECORDED JUNE 28, 2010 AS INSTRUMENT NO. 2010-0257563 OF OFFICIAL RECORDS. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 11:

THE WEST 1 ACRE OF THE EAST 8.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

LEGAL DESCRIPTION - CONT'D

PARCEL 12:

THE WEST 0.87 ACRES OF THE EAST 7.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741 ACCORDING TO SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTH 150 FEET. NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 13:

THE EAST 93 FEET OF THE WEST 186 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO PLAT SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12 RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTHERLY 10 FEET FOR ROAD PURPOSES. AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 14:

THE WEST 93 FEET OF THE EAST 186 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12 RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTHERLY 10 FEET FOR ROAD PURPOSES. AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 15:

THE EAST 93 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER CO., IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THE NORTHERLY 10 FEET RESERVED FOR ROAD PURPOSES. AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER LINE OF ADJOINING STREETS AND ROADS.

PARCEL 16:

THE EAST 3.01 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMITROPIC LAND AND WATER COMPANY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE EAST 134 FEET THEREOF. ALSO EXCEPTING THEREFROM THE NORTH 10 FEET TO BE RESERVED FOR ROAD PURPOSES. AREA AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 17:

THE WEST 1.43 ACRES OF THE EAST 5.87 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 60 FEET THEREOF. ACRES AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 18:

THE WEST 93.00 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES, OF FARM LOT 741, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER CO., IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THE NORTH 10.00 FEET FOR ROAD PURPOSES, AREAS AND DISTANCES ARE COMPUTED TO STREET CORNERS.

PARCEL 19:

THE WEST 60 FEET OF THE WEST 1.43 ACRES OF THE EAST 5.87 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. ACREAGE OF THE ABOVE DESCRIBED LOT IS COMPUTED TO THE CENTER OF ALL ADJOINING STREET AND ROADS, AS SHOWN ON SAID MAP. EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE LINES OF ANY PUBLIC RIGHTS OF WAY.

PARCEL 20:

THE WEST 200 FEET OF THE EAST 3.01 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING THE SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL 21:

THE WEST ONE AND FORTY-THREE HUNDREDTHS (1.43) ACRES OF THE EAST FOUR AND FORTYFOUR HUNDREDTHS (4.44) ACRES, OF THE SOUTH ELEVEN AND SEVENTY-SEVEN HUNDREDTHS (11.77) ACRES OF FARM LOT NO. 741 ACCORDING TO THE MAP OF LANDS IN THE SAN BERNARDINO COUNTY, CALIFORNIA, BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, RECORDED IN BOOK 11, AT PAGE 12, RECORDS OF SAID COUNTY. MEASUREMENTS COMPUTED FROM CENTER OF ADJOINING STREET.

GENERAL NOTES

1. ALL GRADING SHALL CONFORM TO THE LATEST CALIFORNIA BUILDING CODE (CBC) CHAPTERS 17, 18, APPENDIX-J AND ALL APPLICABLE SECTIONS.
2. A GRADING PERMIT SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF ANY WORK ON THE SITE.
3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR PERMITS FROM OTHER REGULATORY AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED IN THIS PLAN.
4. ALL WORK UNDER THIS PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. A SEPARATE CONSTRUCTION, EXCAVATION OR ENCROACHMENT PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS MAY BE REQUIRED FOR ANY WORK WITHIN THE COUNTY RIGHT-OF-WAY.
5. APPROVAL OF THESE PLANS DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE EFFECTIVE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND VALID GRADING PERMIT HAS BEEN ISSUED.
6. THIS PLAN IS FOR GRADING PURPOSES ONLY AND IS NOT TO BE USED FOR THE PURPOSE OF CONSTRUCTING ONSITE OR OFFSITE IMPROVEMENTS. ISSUANCE OF A PERMIT BASED ON THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS OR SIZES, PARKING LOT STRUCTURAL SECTIONS OR LAYOUT, ADA-RELATED REQUIREMENTS, BUILDING LOCATIONS OR FOUNDATIONS, WALLS, CURBING, OFFSITE DRAINAGE FACILITIES OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATION. ONSITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE APPROVED BUILDING PERMIT PLANS. OFFSITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO PLANS APPROVED FOR THIS PURPOSE BY THE PUBLIC WORKS DEPARTMENT.
7. MAXIMUM CUT AND FILL SLOPE = 2:1 (HORIZONTAL TO VERTICAL) AND MAXIMUM VERTICAL HEIGHT = 30 FEET, UNLESS AN APPROVED GEOTECHNICAL REPORT CAN JUSTIFY A STEEPER AND TALLER SLOPE.
8. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL.
9. FILL SLOPES SHALL NOT HAVE LESS THAN 90% RELATIVE COMPACTION, OR AS RECOMMENDED ON THE APPROVED GEOTECHNICAL REPORT.
10. IT IS THE GRADING CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ADEQUATE COMPACTION HAS BEEN ATTAINED ON THE ENTIRE GRADING SITE, INCLUDING FILL AREAS OUTSIDE THE BUILDING PADS AND ON ALL FILLSLOPES.
11. UNLESS OTHERWISE RECOMMENDED IN AN APPROVED GEOTECHNICAL REPORT, OVER-EXCAVATION SHALL BE AT LEAST 24 INCHES MINIMUM BELOW THE BOTTOM OF FOOTINGS OR TO COMPETENT NATIVE SOIL OR BEDROCK MATERIALS, WHICHEVER IS DEEPER, AS APPROVED BY THE PROJECT'S GEOTECHNICAL ENGINEER OR GEOLOGIST.
12. EARTHWORK VOLUMES:
CUT _____ (CY), FILL _____ (CY), TOTAL DISTURBED AREA _____ (SF)
13. EARTHWORK QUANTITIES ARE SHOWN FOR GRADING PERMIT PURPOSES ONLY, AND THE CITY OF FONTANA IS NOT RESPONSIBLE FOR THEIR ACCURACY.
14. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
15. ANY ONSITE RETAINING WALLS SHOWN ON THE GRADING PLANS THAT ARE OVER 4'IN HEIGHT, MEASURED FROM TOP OF WALL TO BOTTOM OF FOOTING, ARE FOR REFERENCE ONLY. RETAINING WALLS OVER 4'IN HEIGHT ARE NOT CHECKED, PERMITTED, OR INSPECTED PER THE GRADING PERMIT. A SEPARATE RETAINING WALL PERMIT IS REQUIRED FOR ALL RETAINING WALLS OVER 4'IN HEIGHT.
16. ANY WALLS, FENCES, STRUCTURES AND/OR APPURTENANCES ADJACENT TO THIS PROJECT ARE TO BE PROTECTED IN PLACE. IF GRADING OPERATIONS DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
17. FOR SITES WITH PROTECTED SPECIES OR TREES, THE PROPOSED GRADING MAY BE SUBJECT TO A SEPARATE PERMIT.
18. ADEQUATE FIRE ACCESS AROUND BUILDINGS (INCLUDING GARAGES) SHOULD BE PROVIDED AS APPROVED BY COUNTY FIRE.
19. EXISTING DRAINAGE COURSES SHALL NOT BE OBSTRUCTED, ALTERED, OR DIVERTED WITHOUT PRIOR APPROVAL FROM THE CITY OF FONTANA, LAND DEVELOPMENT DIVISION. A STREAMBED ALTERATION AGREEMENT MAY ALSO BE REQUIRED FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE.
20. DRAINAGE EASEMENTS SHALL NOT BE OBSTRUCTED, ALTERED OR DIVERTED WITHOUT PRIOR APPROVAL OF THE CITY OF FONTANA, LAND DEVELOPMENT DIVISION.
21. SETBACKS AND BUILDING LOCATIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND MUST BE REVIEWED AND APPROVED UNDER A SEPARATE BUILDING PERMIT.
22. UTILITY AND SEPTIC IMPROVEMENTS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND MUST BE REVIEWED AND APPROVED UNDER A SEPARATE BUILDING PERMIT.
23. ON PROJECTS DISTURBING ONE ACRES OR MORE, THE FOLLOWING NOTE MUST BE ADDED: A NOTICE OF INTENT (NOI) HAS BEEN, OR WILL BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN OR WILL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (PERMIT NO. CAS000002) FOR ALL OPERATIONS ASSOCIATED WITH THESE PLANS. THE PERMITTEE SHALL KEEP A COPY OF THE SWPPP ON SITE AND AVAILABLE FOR REVIEW BY COUNTY.
24. IN CONJUNCTION WITH THE CALIFORNIA GENERAL PERMIT FOR PROPOSED DISTURBANCE OVER ONE ACRE, AN ACTIVE WASTEWATER DISCHARGE ID # (WQID) MUST BE INCLUDED ON THE FINAL GRADING PLAN.
25. FOR ENGINEERED GRADING, A FINAL GRADING CERTIFICATION WILL BE COLLECTED BY THE BUILDING INSPECTOR AT THE FINAL BUILDING INSPECTION OR PRIOR A GRADING FINAL STATUS ON THE PERMIT. THE FINAL GRADING CERTIFICATION IS TO BE COMPLETED BY THE ENGINEER OF RECORD ON THE APPROVED GRADING PLANS.
26. ALL FLOOD ZONE REQUIREMENTS MUST BE REFLECTED OR ACCOUNTED FOR ON THE GRADING PLANS. ELEVATIONS OR CONSTRUCTION NOTES MUST BE INCLUDED IN THE PLANS TO ENSURE COMPLIANCE WITH ALL APPLICABLE FIRST FLOOR ELEVATION REQUIREMENTS PER FEMA AND CITY OF FONTANA DEVELOPMENT CODE GUIDELINES.

BASIS OF BEARING

THE BEARING OF NORTH 89° 57' 53" WEST TAKEN ON THE CENTER LINE OF SLOVER AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NUMBER 20-0052 FILED FOR RECORD ON JULY 16, 2020, IN BOOK 169 OF RECORDS OF SURVEY, AT PAGE 31, IN BOOK, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

FLOODING ZONE

THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN BERNARDINO COUNTY, CALIFORNIA, MAP NUMBER 06071C6654H FOR COMMUNITY NUMBER 060274 (CITY OF FONTANA), WITH AN EFFECTIVE DATE OF AUGUST 28, 2008, AS BEING LOCATED IN FLOOD ZONE "X-NO SCREEN".

ACCORDING TO FEMA, THE DEFINITION OF ZONE "X-NO SCREEN" IS: AREA OF MINIMAL FLOOD HAZARD. INFORMATION WAS OBTAINED FROM THE FEMA WEBSITE MARCH 18, 2022.

ASSESSORS PARCEL NUMBERS

0251-151-07-0-000
0251-151-10-0-000
0251-151-14-0-000
0251-151-15-0-000
0251-151-16-0-000
0251-151-41-0-000
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0251-151-19-0-000
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0251-151-21-0-000
0251-151-22-0-000
0251-151-05-0-000
0251-151-18-0-000
0251-151-06-0-000
0251-151-03-0-000
0251-151-04-0-000

SPECIAL NOTE TO THE CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES AND PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINE NOT OF RECORD OR NOT SHOWN ON THESE PLANS. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL DIG-ALERT (811) TO VERIFY THE LOCATION OF ALL UTILITIES.

CITRUS INDUSTRIAL WAREHOUSE
CIVIL ENTITLEMENTS PLANS
IN THE CITY OF FONTANA
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



VICINITY MAP

SCALE: NTS

CONTACT LIST

CIVIL ENGINEER

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
11801 PIERCE STREET, SUITE 200
RIVERSIDE, CALIFORNIA 92505
PHONE: (949) 561-9215
CONTACT: MICHAEL GOLIAS
EMAIL: MGOLIAS@LANGAN.COM

OWNER

CHIPT FONTANA CITRUS BOYLE, L.P.
527 W. 7TH STREET, SUITE 200
LOS ANGELES, CA 90014
PHONE: (909) 358-7715
CONTACT: JORGE GARCIA
EMAIL: JAGARCIA@CROWHOLDINGS.COM

ARCHITECT

AO ARCHITECTS
144 N ORANGE STREET
ORANGE, CA 92666
PHONE: (714) 639-9860 x384
CONTACT: DAMIEN DANIEL

Crow
Holdings

DEVELOPMENT

CITRUS & BOYLE
Fontana, CA

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COVER SHEET

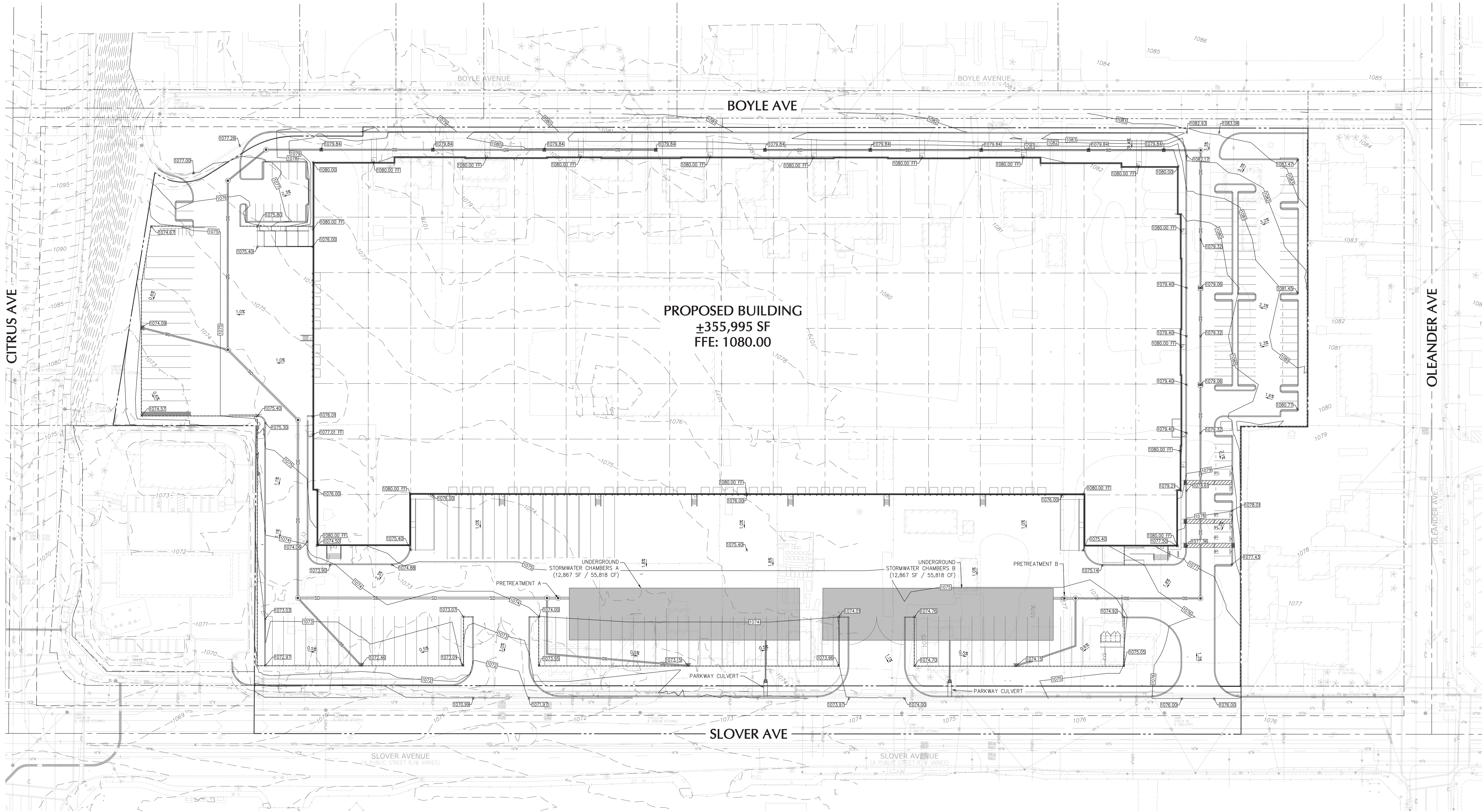
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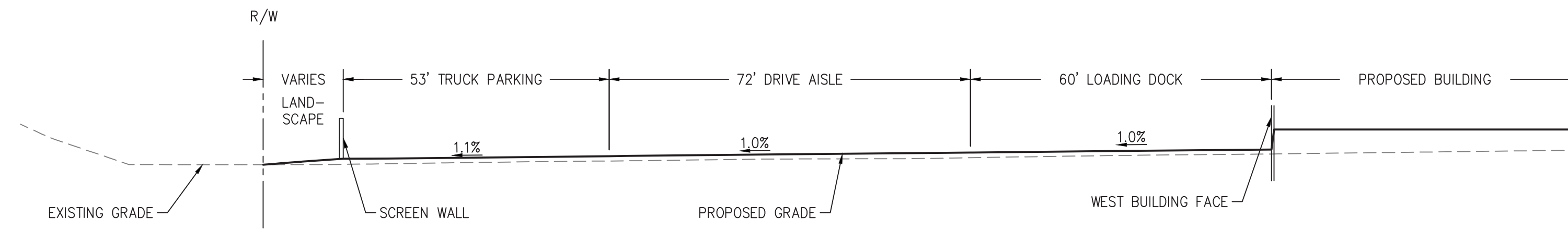
AO Architecture.
Design.
Relationships.

C1

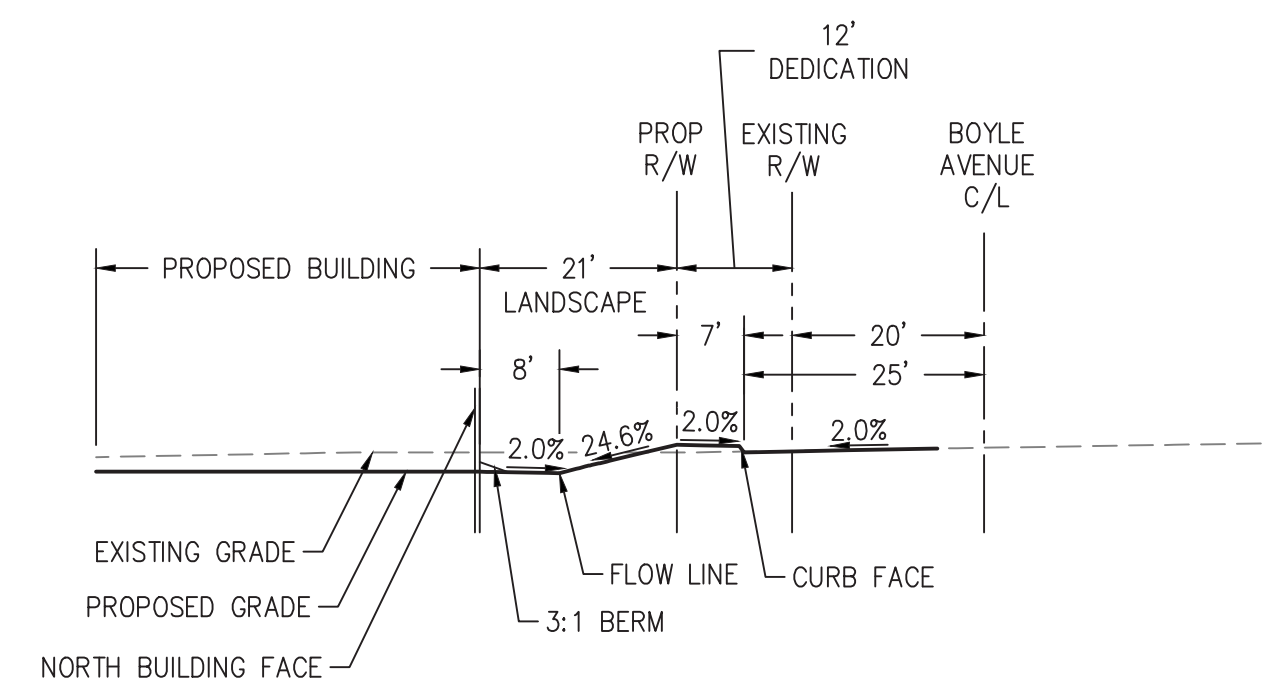
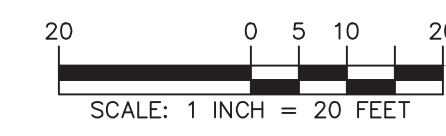
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Job No. 2023-0244
Date 2024-02-22

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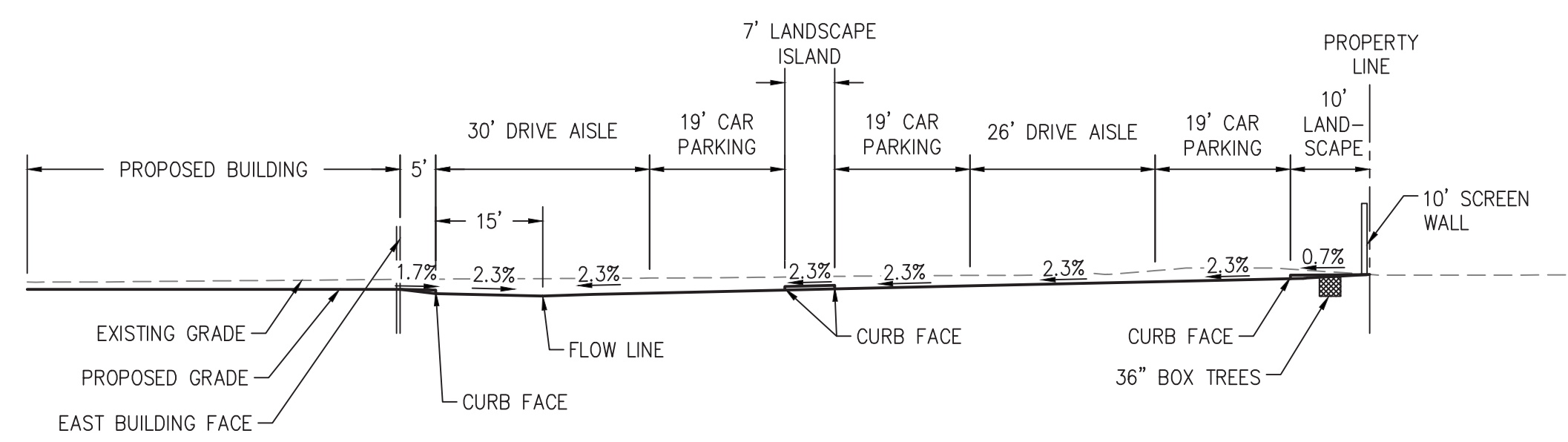
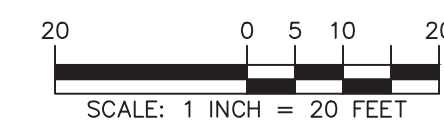




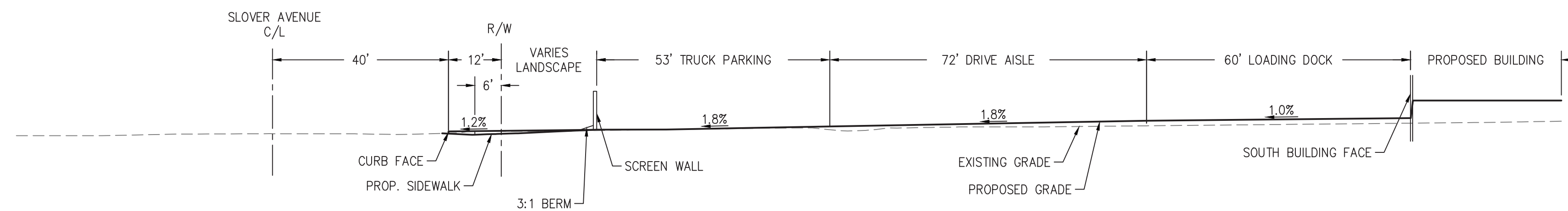
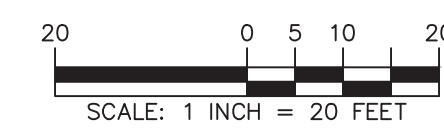
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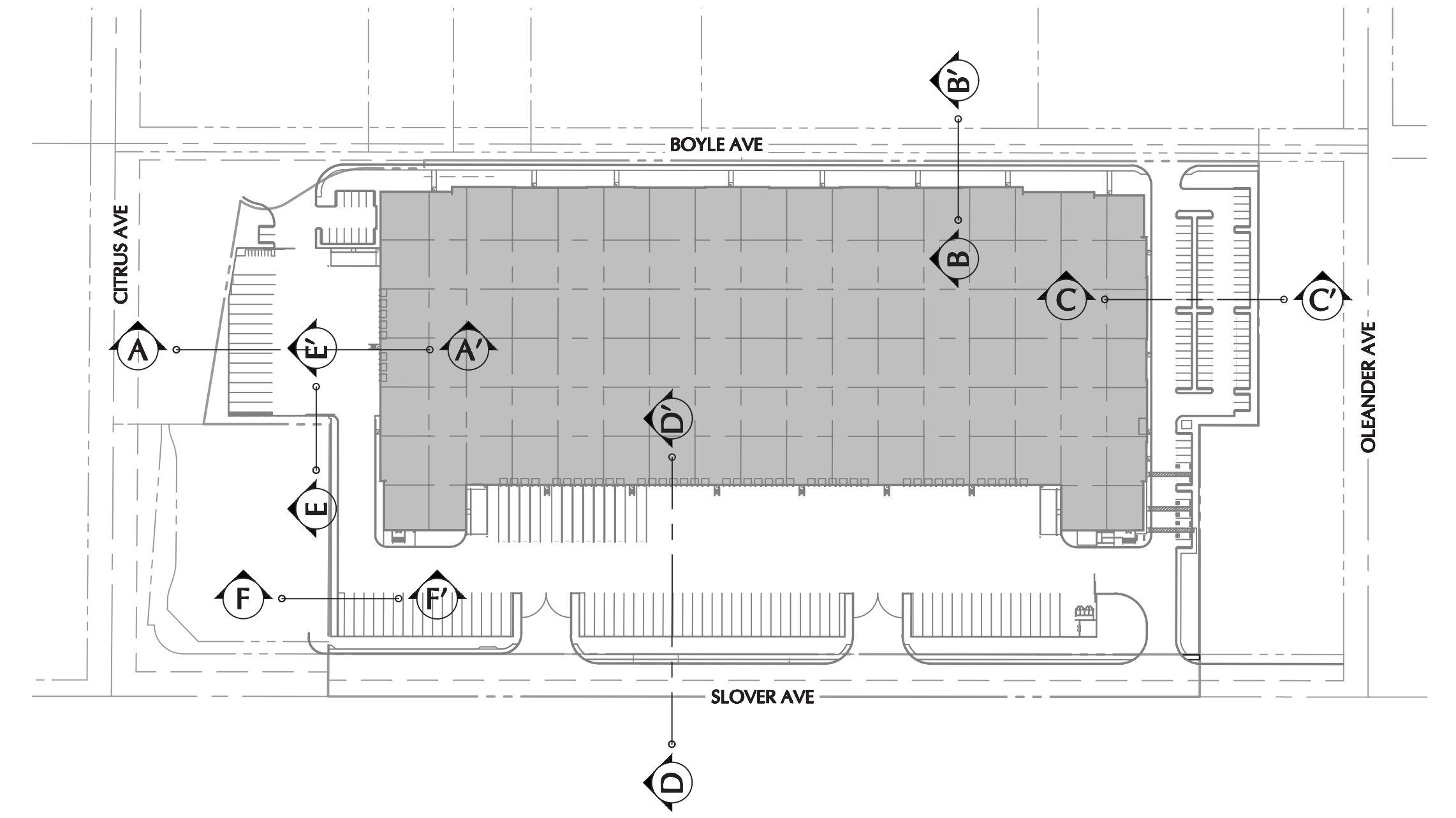
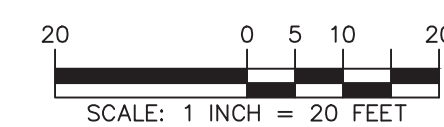
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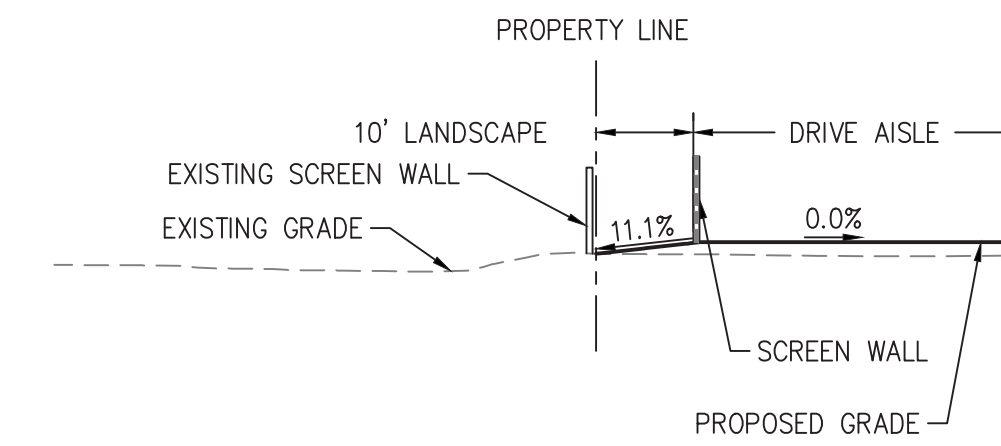
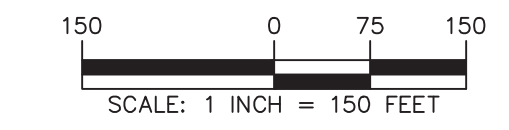
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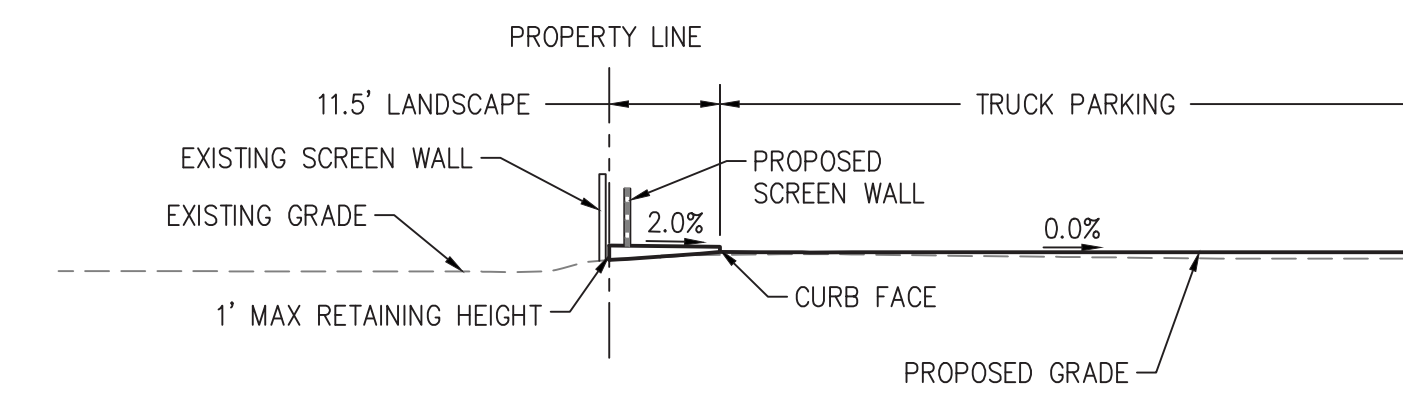
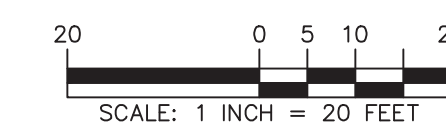
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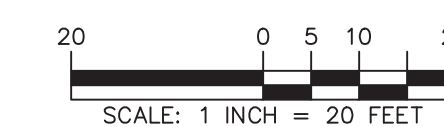
KEY MAP

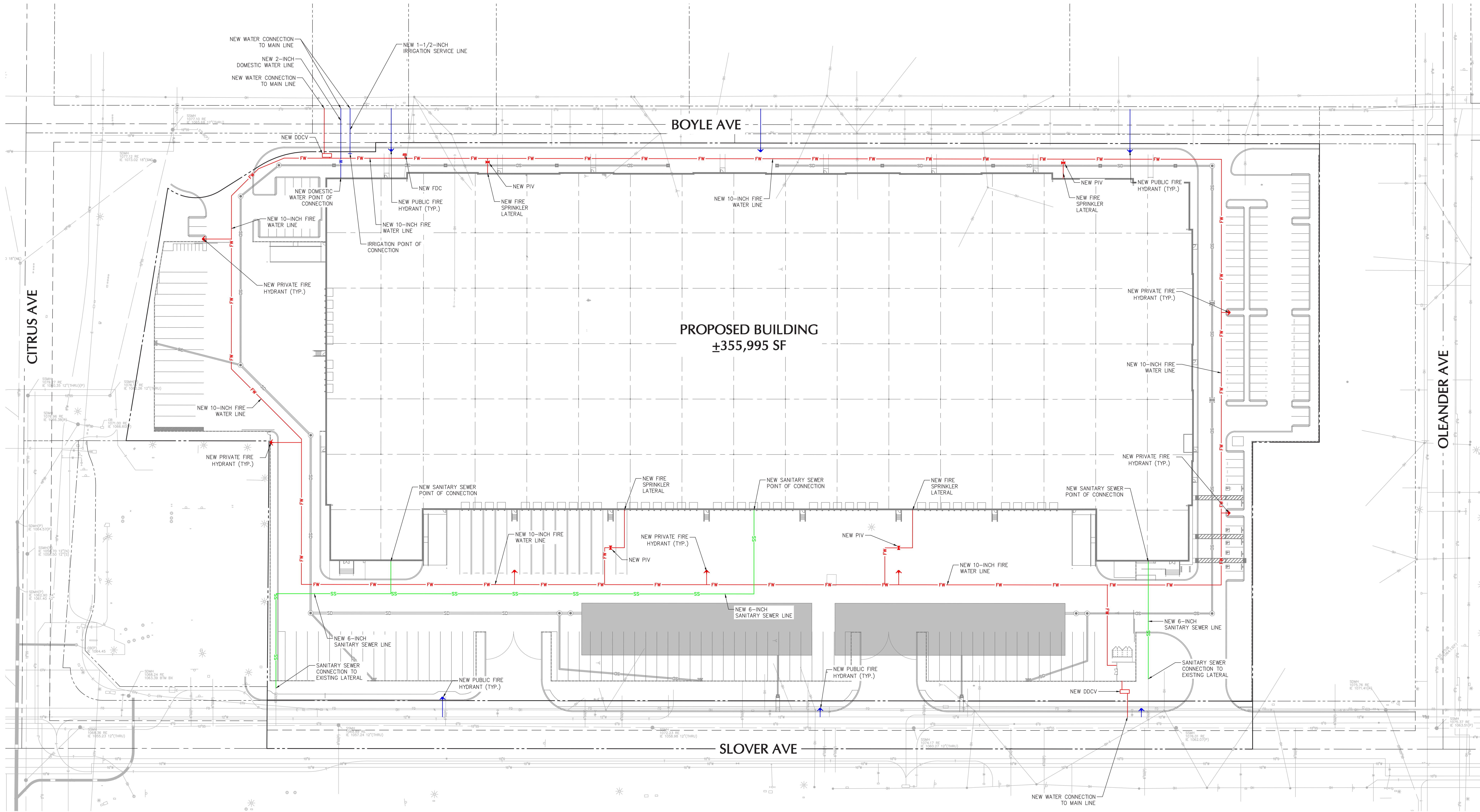


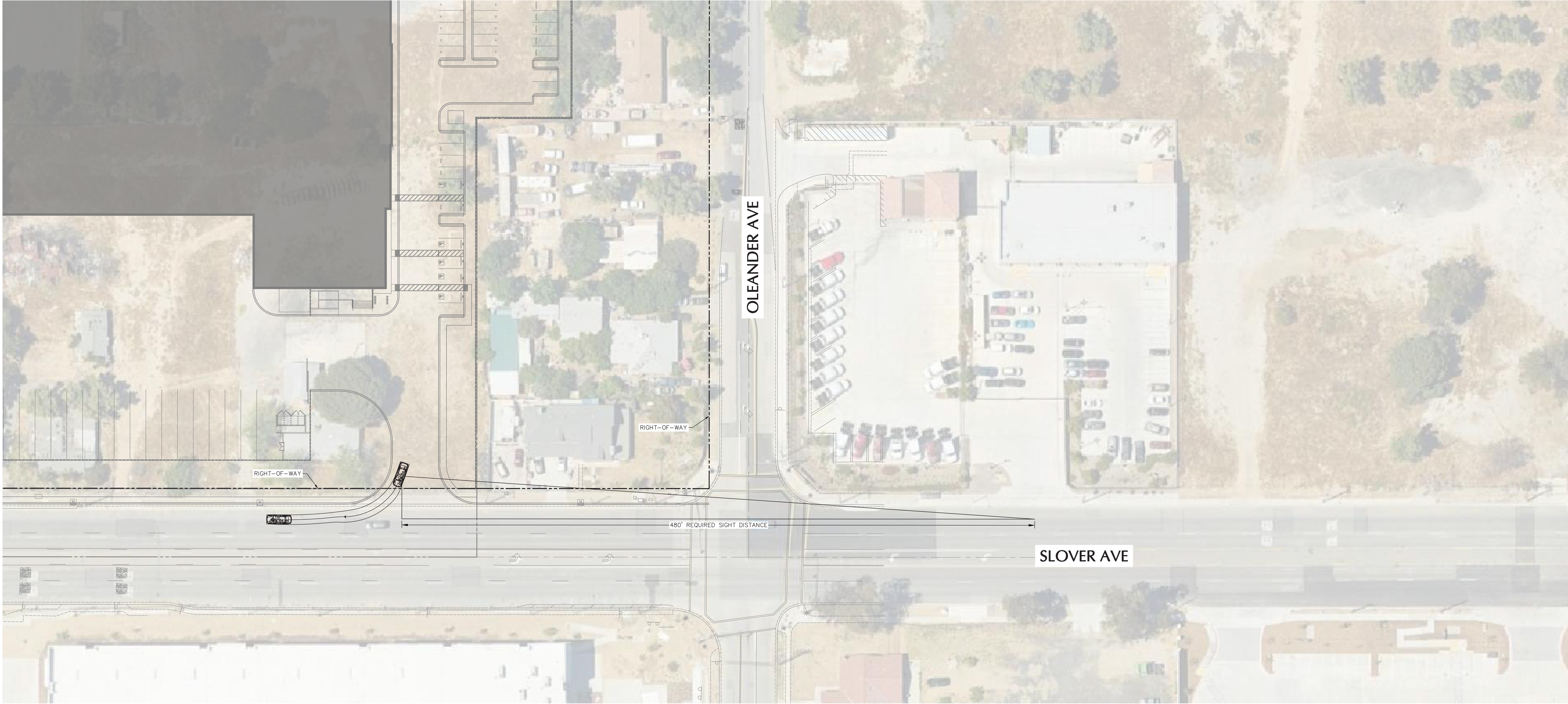
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SECTION F-F'

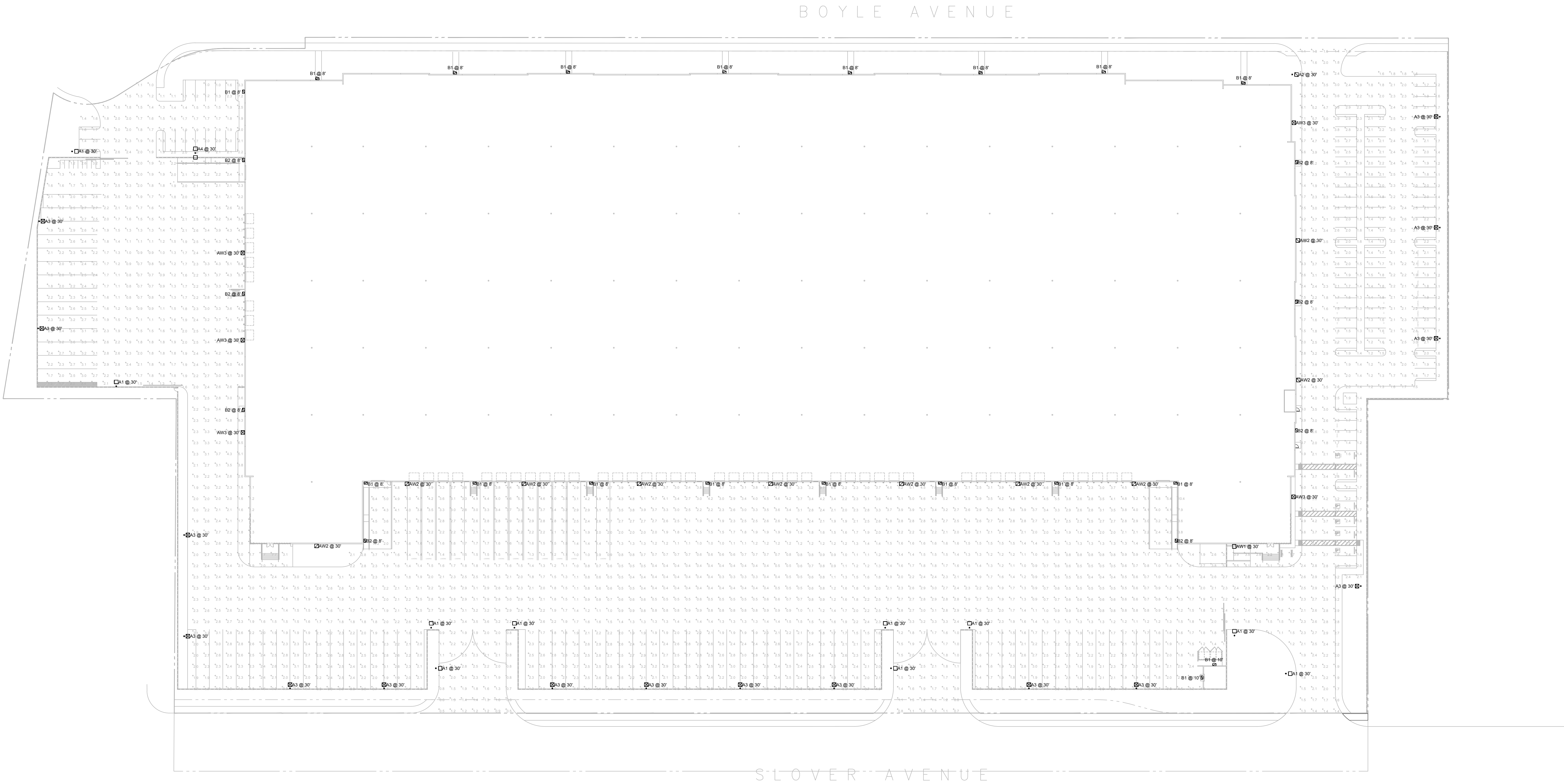




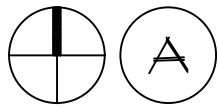


REQUIRED SIGHT DISTANCE OBTAINED FROM THE 2018 AASHTO GREEN BOOK "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" CHAPTER 9, SECTION 9.5, CASE B2, RIGHT TURNS FROM THE MINOR ROAD PASSENGER CAR SPEED LIMIT = 50 MPH





SITE PHOTOMETRICS
SCALE: 1" = 40'-0"

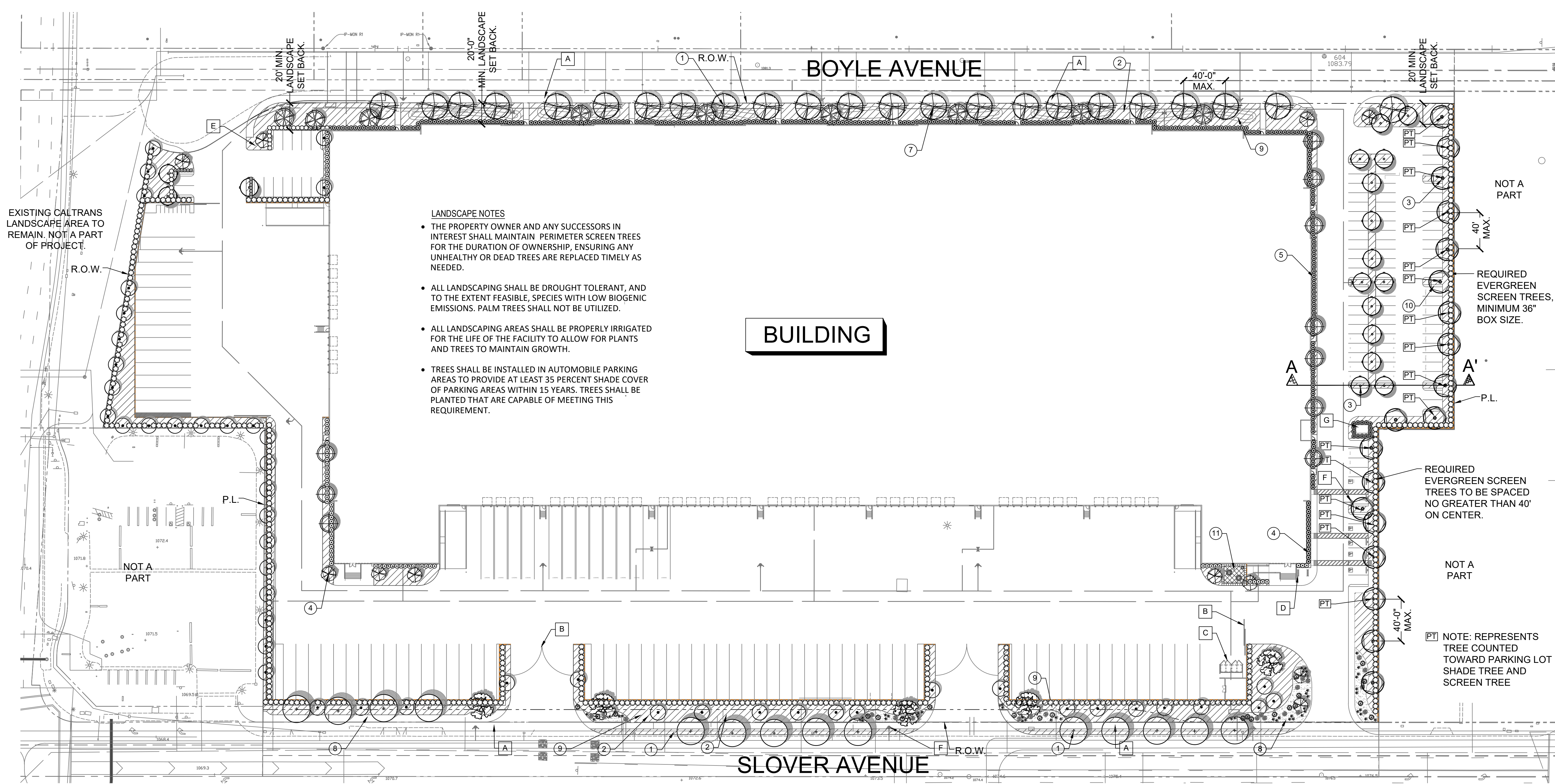


Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
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Symbol	Label	Quantity	Catalog Number	Description	Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	A1	10	DSX1 LED P4 40K 70CRI BLC3	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 3 Extreme Backlight Control. BUG RATING 0-3		1	11662	0.9	123.94
	A2	1	DSX1 LED P4 40K 70CRI BLC4	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 4 Extreme Backlight Control. BUG RATING 0-3		1	12044	0.9	123.94
	A3	16	DSX1 LED P6 40K 70CRI BLC3	D-Series Size 1 Area Luminaire P6 Performance Package 4000K CCT 70 CRI Type 3 Extreme Backlight Control. BUG RATING 0-3		1	14940	0.9	165.25
	A4	1	DSX1 LED P4 40K 70CRI TSM	D-Series Size 1 Area Luminaire P4 Performance Package 4000K CCT 70 CRI Type 5 Medium. BUG RATING 4-5-2		1	16741	0.9	247.88
	AW1	1	DSX1 LED P3 40K 70CRI AFR EGS	D-Series Size 1 Area Luminaire P3 Performance Package 4000K CCT 70 CRI Automotive Front/Rear External Glare Shield. WALL MTD. BUG RATING 1-0-2		1	11114	0.9	162.1727
	AW2	10	DSX1 LED P7 40K 70CRI TSLG	D-Series Size 1 Area Luminaire P7 Performance Package 4000K CCT 70 CRI Type 3 Low G Rating. WALL MTD. BUG RATING 2-0-2		1	19839	0.9	184.43
	AW3	5	DSX1 LED P1 40K 70CRI T4LG	D-Series Size 1 Area Luminaire P7 Performance Package 4000K CCT 70 CRI Type 4 Low G Rating. WALL MT. BUG RATING 2-0-2		1	20501	0.9	194.43
	B1	19	WST LED P1 40K VF MVOLT	WST LED. Performance package 1, 4000 K, visual comfort forward throw. MVOLT		1	1839	0.9	12
	B2	8	WST LED P1 40K VV MVOLT	WST LED. Performance package 1, 4000 K, visual comfort wide. MVOLT		1	1659	0.9	12

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PLANTING LEGEND

TREES			
SYMBOL	TREE NAME	QTY.	WUCOLS
	NEW STREET TREE ALONG SLOVER AVE. QUERCUS AGRIFOLIA, COAST LIVE OAK 36" BOX SIZE	15	L
	STREET TREE IN PUBLIC RIGHT OF WAY QUERCUS AGRIFOLIA, COAST LIVE OAK 36" BOX SIZE	23	L
	PLATANUS MEXICANA, MEXICAN SYCAMORE 24" BOX SIZE	9	M
	PARKING LOT SHADE TREE QUERCUS ILEX, HOLLY OAK 24" BOX SIZE. STANDARD TRUNK.	17	L
	EVERGREEN SCREEN TREE OLEA E. 'WILSONII', FRUITLESS OLIVE TREE 36" BOX SIZE. STANDARD TRUNK	5	L
	EVERGREEN SCREEN TREE PINUS ELDERICA, MONDELL PINE 24" BOX SIZE	48	L
	PROPERTY LINE SCREEN TREE GEJERIA PARVIFLORA, AUSTRALIAN WILLOW ALT: QUERCUS AGRIFOLIA, COAST LIVE OAK 36" BOX SIZE.	19	L
	FLOWERING ACCENT TREE CERCIUM F. 'DESERT MUSEUM', BLUE PALO VERDE 36" BOX SIZE	11	L
	VERTICAL TREE AGAINST BUILDING TRISTANIA CONFERTA, BRISBANE BOX 24" BOX SIZE	10	M

GROUND COVERS

SYMBOL	NAME	WUCOLS
	ROSMARINUS O. 'PROSTRATUS', CREEPING ROSEMARY 1 GAL. SIZE @ 30" O.C.	L
	LANTANA CAMARA 'DWARF GOLD', DWARF LANTANA 1 GAL. SIZE @ 30" O.C.	L
	MUHLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE @ 42" O.C.	M
	SALVIA CLEVELANDII, CLEVELAND SAGE 5 GAL. SIZE @ 48" O.C.	L
	DIANELLA TASMANICA 'VARIEGATA', WHITE STRIPED TASMAN FLAX LILY 1 GAL. SIZE @ 24" O.C.	M
	LONICERA J. 'HALLIANA', HALL'S HONEYSUCKLE 1 GAL. SIZE @ 24" O.C.	L
	CARISSA MACROCARPA 'GREEN CARPET', NATAL PLUM 1 GAL. SIZE @ 30" O.C.	M
	SALVIA LEUCANTHA, MEXICAN BUSH SAGE 5 GAL. SIZE @ 42" O.C.	L
	AGAVE 'BLUE FLAME', BLUE FLAME AGAVE 5 GAL. SIZE @ 36" O.C.	L
	LEYMUS C. 'CANYON PRINCE', CANYON PRINCE WILD RYE 1 GAL. SIZE @ 36" O.C.	L
	DIETES BICOLOR, FORTNIGHT LILY 1 GAL. SIZE @ 24" O.C.	M
	VERBENA 'DE LA MINA', DE LA MINA VERBENA 1 GAL. SIZE @ 24" O.C.	L

SHRUBS - SHRUBS SHALL BE CHOSEN FROM THE FOLLOWING:

SYMBOL	NAME	WUCOLS
	DODONAEA V. 'PURPUREA', PURPLE HOPSEED BUSH 5 GAL. SIZE	L
	WESTRINGIA FRUTICOSA, COAST ROSEMARY 5 GAL. SIZE	L
	LIGUSTRUM TEXANUM, TEXAS PRIVET 5 GAL. SIZE	M
	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD', TEXAS RANGER 5 GAL. SIZE	L
	OLEA 'LITTLE OLLIE', DWARF OLIVE 5 GAL. SIZE	L

NOTE: SHRUB SIZES SHALL VARY WITH NOT LESS THAN 50 PERCENT OF SHRUBS FIVE-GALLON IN SIZE.

ACCENT SHRUBS AT INORGANIC MULCH AREAS-

SYMBOL	NAME	WUCOLS
	AGAVE A. 'MEDIPECTA ALBA', VARIEGATED CENTURY PLANT 5 GAL. SIZE	L
	AGAVE P. 'TRUNCATA', PARRY'S AGAVE 5 GAL. SIZE	L
	AGAVE WEBERII, SMOOTH AGAVE 15 GAL. SIZE	L

GENERAL NOTES:

- ROCK RIP-RAP MATERIAL SHALL BE INSTALLED WHERE DRAIN LINES CONNECT TO INFILTRATION AREAS.
- ALL UTILITY EQUIPMENT SUCH AS BACKFLOW UNITS, FIRE DETECTOR CHECKS AND FIRE CHECK VALVES WILL BE SCREENED WITH EVERGREEN PLANT MATERIAL ONCE FINAL LOCATIONS HAVE BEEN DETERMINED.

IRRIGATION NOTE:

THE PROJECT WILL BE EQUIPPED WITH A LOW FLOW IRRIGATION SYSTEM CONSISTING OF ET WEATHER BASED SMART CONTROLLER, LOW FLOW ROTORS, BUBBLER AND/ OR DRIP SYSTEMS USED THROUGHOUT. THE IRRIGATION WATER EFFICIENCY WILL MEET OR SURPASS THE CURRENT STATED MANDATED AB-1881 WATER ORDINANCE.

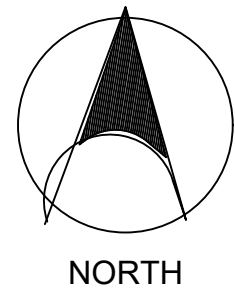
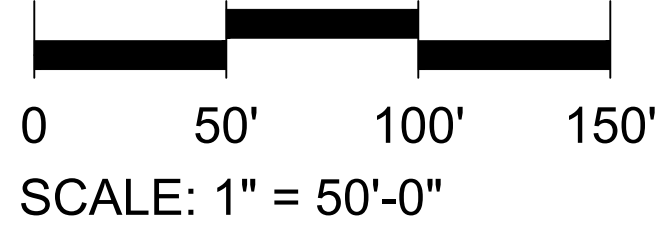
CITY OF FONTANA NOTES:

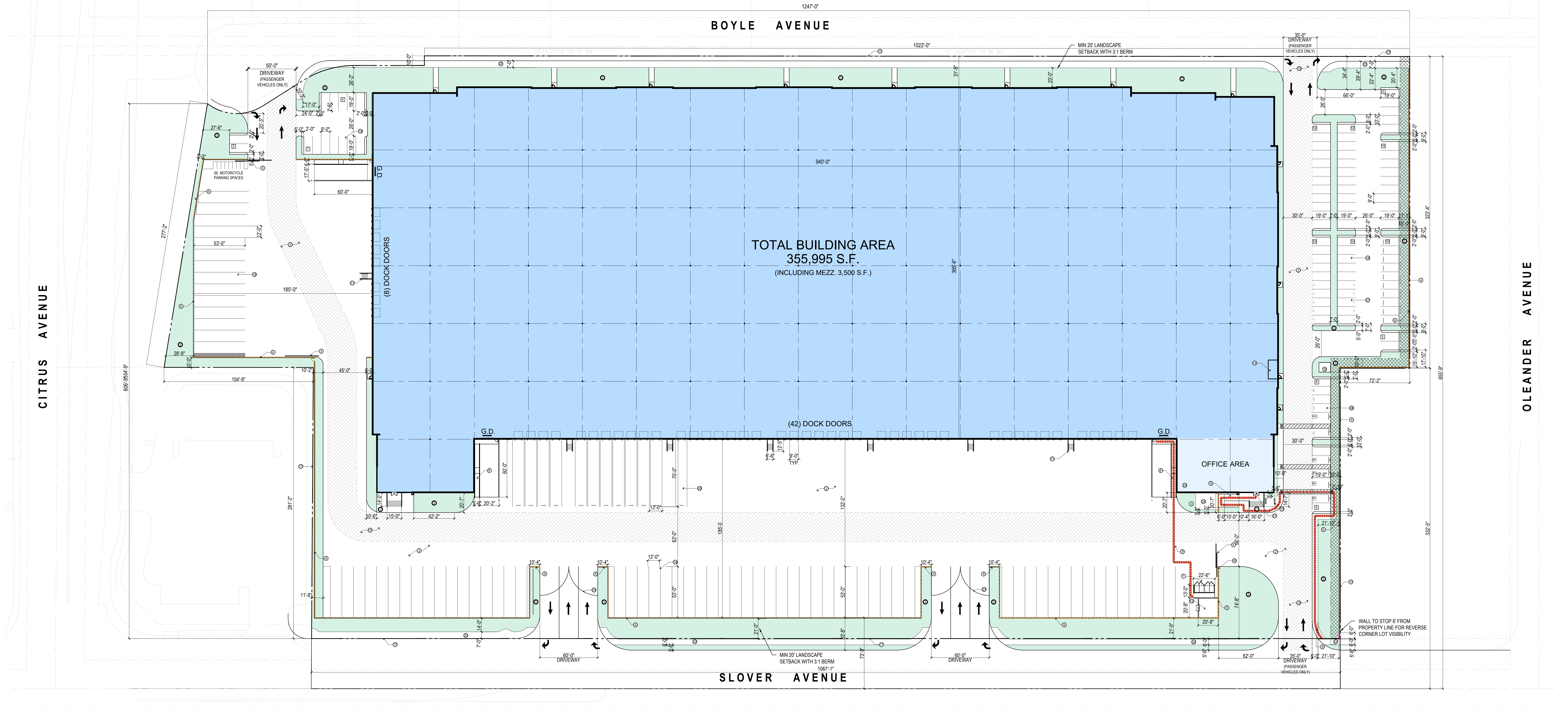
ALL LANDSCAPING SHALL BE DROUGHT TOLERANT, AND TO THE EXTENT FEASIBLE, SPECIES WITH LOW BIOGENIC EMISSIONS. PALM TREES SHALL NOT BE UTILIZED.

ALL LANDSCAPING AREAS SHALL BE PROPERLY IRRIGATED FOR THE LIFE OF THE FACILITY TO ALLOW FOR PLANTS AND TREES TO MAINTAIN GROWTH.

TREES SHALL BE INSTALLED IN AUTOMOBILE PARKING AREAS TO PROVIDE AT LEAST 35% SHADE COVER OF PARKING AREAS WITHIN FIFTEEN YEARS. TREES SHALL BE PLANTED THAT ARE CAPABLE OF MEETING THIS REQUIREMENT.

TREES SHALL BE USED AS PART OF A SOLID SCREEN BUFFERING TREATMENT. TREES USED FOR THIS PURPOSE SHALL BE EVERGREEN, DROUGHT TOLERANT, MINIMUM 36-INCH BOX, AND SHALL BE SPACED AT NO GREATER THAN 40-FEET ON CENTER. THE PROPERTY OWNER AND ANY SUCCESSORS IN INTEREST SHALL MAINTAIN THESE TREES FOR THE DURATION OF THE OWNERSHIP ENSURING ANY UNHEALTHY OR DEAD TREES ARE REPLACED TIMELY AS NEEDED.





OVERALL SITE PLAN SCALE: 1" = 40' 1 |

GRAPHIC LEGEND:

= OFFICE ENTRY

= GRADE DOOR (12'X15')

= A.D.A. ACCESSIBLE PRKG.

= PROPERTY LINE (SEE CIVIL)

= DOCK DOOR & LEVELER

= CANOPY OR OVERHANG

= CENTERLINE OR GRID LINE

= EASEMENT (SEE CIVIL)

= TRASH ENCLOSURE W/ SOLID ROOF
A.D.A. ACCESSIBLE

= WB-67 TRACTOR TRAILER

= ADA PATH OF TRAVEL

= 11' X 53' TRAILER PARKING

= LIGHT STANDARD LUMINAIR N.T.S.
MUST BE FULLY SHIELDED SEC. 19.7.8.E.2.A.4

= WALL PACK WITH CUT-OFF N.T.S. SHALL
NOT EXCEED 18' ABOVE GRADE

= 10' H SCREEN WALL

= FIRE LANE

= FIRE HYDRANT

= 10' BUFFER AREA PER ORDINANCE NO. 1891

= EV CAPABLE SPACE

= EV CAPABLE SPACE EQUIPPED WITH EVSE

= EV CAPABLE SPACE EQUIPPED WITH EVSE

GENERAL PROJECT INFO:

GENERAL PLAN: LIGHT INDUSTRIAL
ZONING: M-1

PROJECT DATA:

SITE AREA:	± 689,990 SF ± 15.84 AC
BUILDING AREA:	
FIRST FLOOR OFFICE	3,500 SF
FIRST FLOOR WAREHOUSE	348,995 SF
TOTAL FIRST FLOOR:	352,495 SF
SECOND FLOOR OFFICE	3,500 SF
TOTAL:	355,995 SF
COVERAGE (60% MAX - 413,944 SF):	51.09%
F.A.R. (0.60 MAX - 413,944 SF):	0.51
REQUIRED SITE LANDSCAPE AREA (337,495 SF) (SITE AREA MINUS BUILDING FOOTPRINT)	50,625 SF 15.0%
PROVIDED SITE LANDSCAPE:	71,889 SF 21.3%
NUMBER OF TRUCK DOORS	50 DOORS
TRUCK DOOR RATIO	1 PER 7,119 SF

PARKING DATA:

PARKING REQUIRED:		
OFFICE - 7,000 SF @ 1/250 SF (LESS THAN 10%)	0 STALLS	
WAREHOUSE - 1/1000 SF FIRST 20K	20 STALLS	
WAREHOUSE - 1/2000 SF 20K-40K	10 STALLS	
WAREHOUSE - 1/5000 SF ABOVE 40K	64 STALLS	
TOTAL STALLS REQUIRED	94 STALLS	
PARKING PROVIDED (9'x19'):	97 STALLS	
EV CAPABLE STALLS	10	10
EVCS STALLS	5	5
MOTORCYCLE	0	8
VANPOOL/CARPOOL	10	10
BICYCLE (1 PER EACH 30,000 SF)	12	12
TRAILER (12X52) (1 PER EACH 5,000 SF)	71	72
LOADING SPACES (1 PER EACH 30,000 SF)	12	12

KEY NOTES: #

- 1 PEDESTRIAN PAVING (SEE CIVIL & LANDSCAPE)

2 CONCRETE VEHICULAR PAVING (SEE CIVIL)

3 LANDSCAPE AREA (SEE LANDSCAPE)

4 10' H SCREEN WALL - SPLIT FACE CONCRETE BLOCK WITH DECORATIVE PREFAB BLOCK CAP AND DECORATIVE PILASTER EVERY 50'

5 BI PARTING MANUAL ROLLING GATE WITH FUTURE POWER (8' HEIGHT)

6 10' H SCREEN WALL PER ORDINANCE NO.1891

7 TRASH ENCLOSURE (ADA COMPLIANT)

8 ADA RAMP (AS REQUIRED)

9 ADA PATH OF TRAVEL

10 PROVIDE KNOX BOX (LOCATION PER FIRE DEPT.)

11 CONCRETE STAIRS

12 EMERGENCY VEHICLE PATH

13 PUMP HOUSE

14 ELECTRICAL ROOM

15 (12) BICYCLE SPACES TO INCLUDE LOCKS AND ELECTRIC PLUGS FOR ELECTRIC BICYCLE CHARGING (12 REQUIRED, 12 PROVIDED)
- 16 TRANSFORMER

17 PROPERTY LINE

18 AUTO PARKING 9'x19' TYP.

19 TRAILER PARKING 12'x53' TYP.

20 TRAILER LOADING 13'x70' TYP.

21 BUILDING ENTRANCE

22 PUBLIC SIDEWALK DEDICATION

23 HINGED METAL GATE

24 OUTDOOR BREAK AREA

25 LOCKER, SHOWER, AND CHANGING ROOM FACILITIES TO BE PROVIDED FOR EMPLOYEES BICYCLING OR WALKING TO WORK

26 EV SPACE EQUIPPED WITH WORKING LEVEL 2 QUICK CHARGE. STATION TO BE INSTALLED AND OPERATIONAL PRIOR TO BUILDING OCCUPANCY

27 (EV) READY SPACE - ALL NECESSARY CONDUIT AND RELATED APPURTENANCE WILL BE INSTALLED

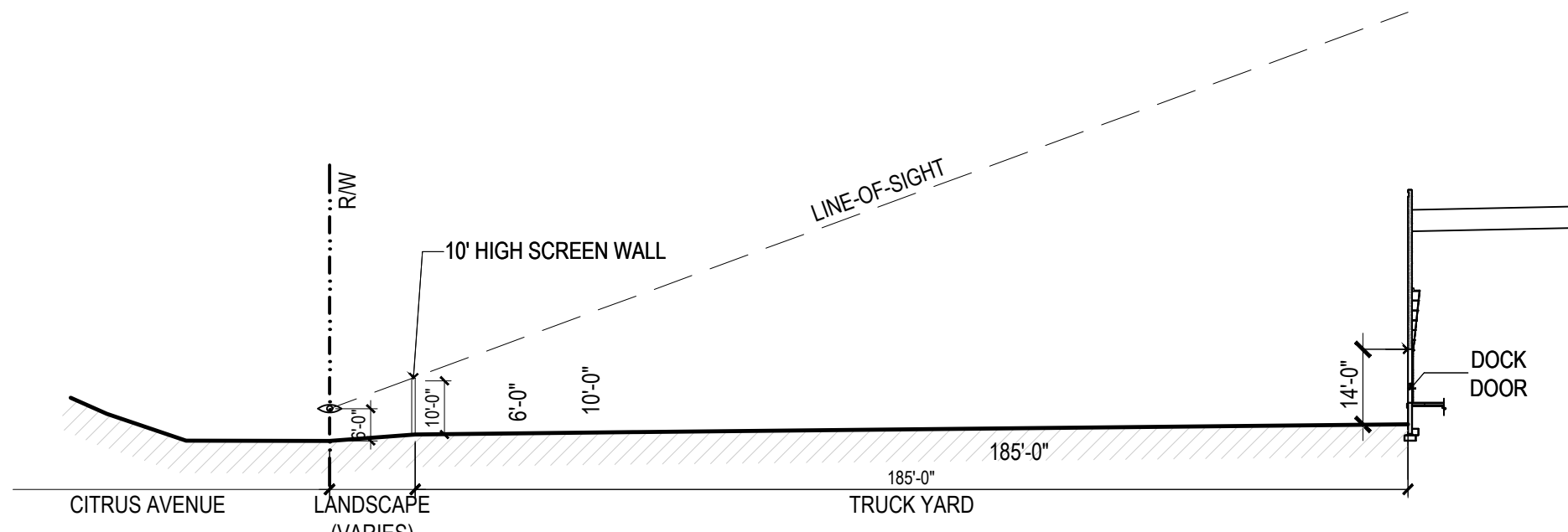
CITRUS AVENUE

BOYLE AVENUE

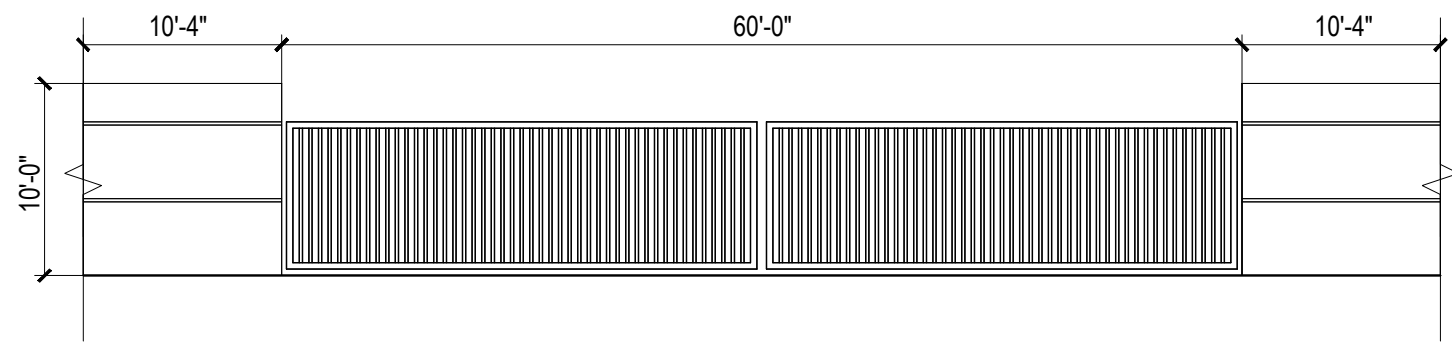
OLEANDER AVENUE

SLOVER AVENUE

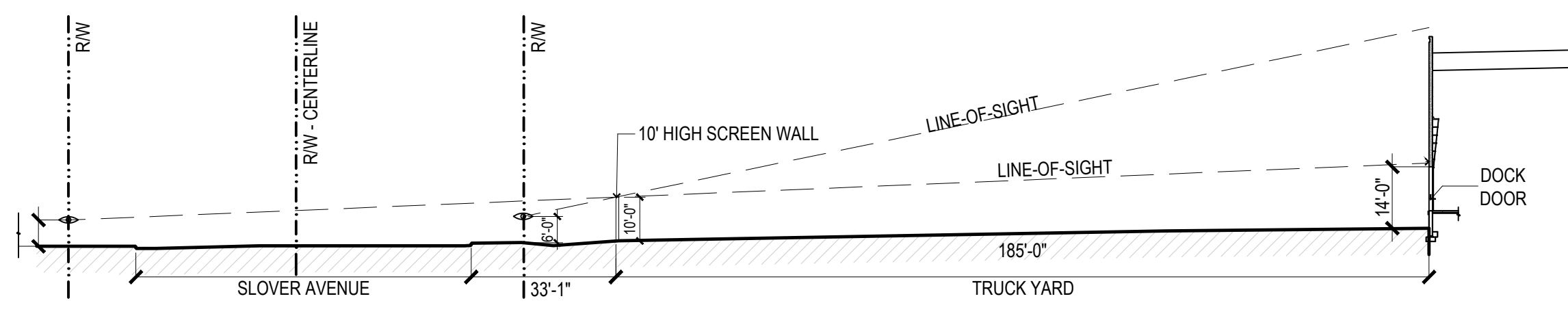
TRUCK CIRCULATION & FENCE PLAN SCALE: 1" = 40' | 1 |



LINE OF SIGHT SCALE: 1" = 30'-0" | 4 |



SCREEN WALL ELEVATION SCALE: 1" = 10'-0" | 3 |



LINE OF SIGHT SCALE: 1" = 30'-0" | 2 |

TRUCK CIRCULATION & DIAGRAMS



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Design.
Relationships.

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A1.2

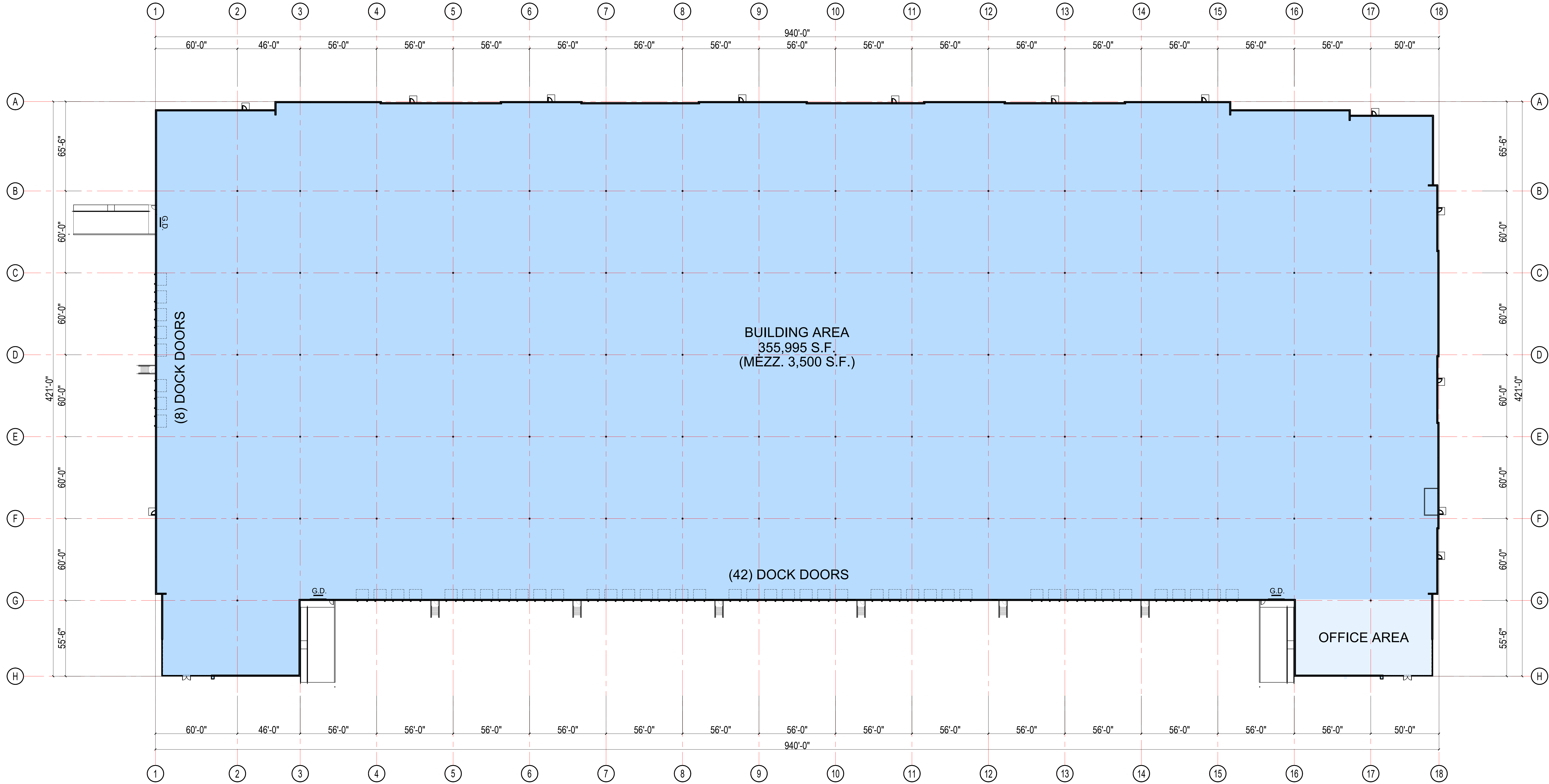
Scale
Job No.
Date

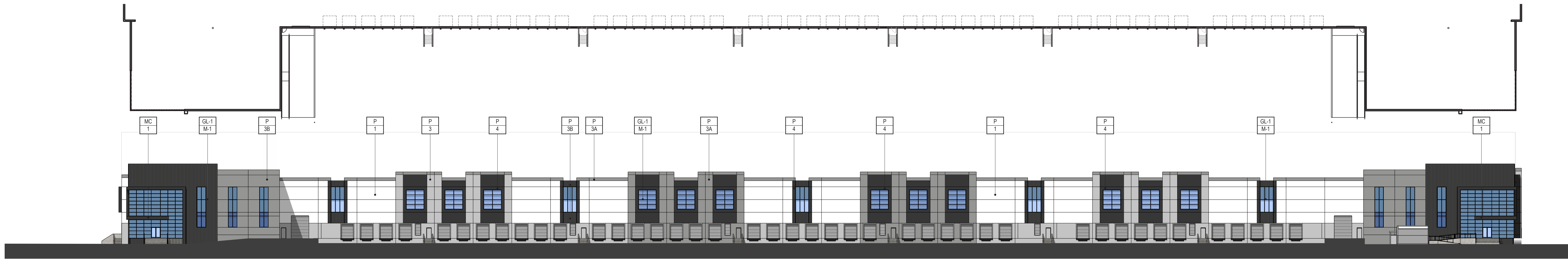
1" = 40'-0"
2023-0244
2024-02-22

Crow Holdings
DEVELOPMENT

CITRUS & BOYLE
Fontana, CA

DISCLAIMER:
ALL INFORMATION CONTAINED HEREIN MAY BE SUBJECT TO CHANGE PENDING OWNER AND OR AGENCY REVIEW AND IS FOR INFORMATION ONLY





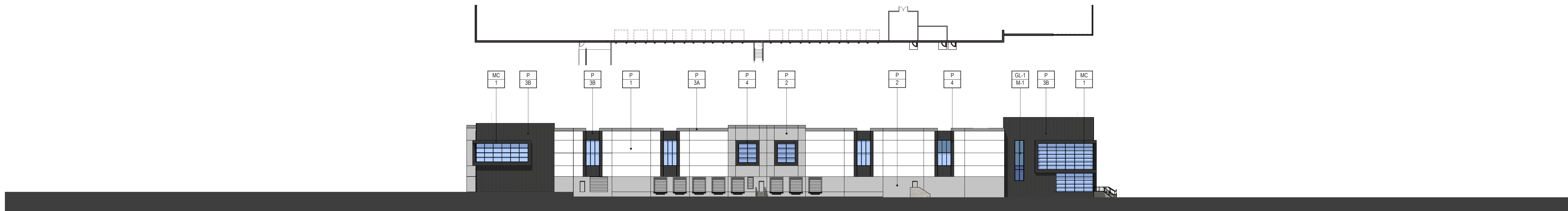
SOUTH ELEVATION | 1 |



EAST ELEVATION | 2 |



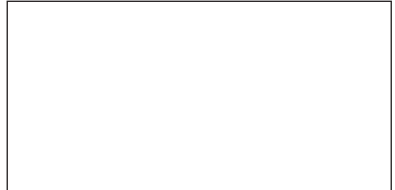
NORTH ELEVATION | 3 |



WEST ELEVATION | 4 |

COLOR SCHEDULE / MATERIALS

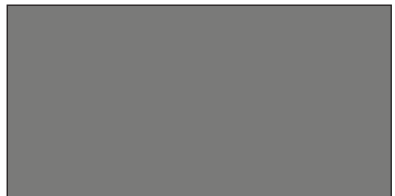
P1	PAINT1	COLOR: PPG SHADED WHISPER PPG0995-1	GL-1	GLAZING	1" INSULATED BLUE GLAZING
P2	PAINT2	COLOR: PPG SILVER BAND PPG0995-3	M-1	MULLIONS	COLOR: BLUE
P3	PAINT3	COLOR: PPG CITY SKYLINE PPG0995-6	M2	CANOPY	CLEAR ANODIZED
		DARK ACCENT COLOR - DARK GREY	S1	MASONRY	ALUCOBOND: BLACK ANODIZED
					SPLIT FACE CONCRTE MASONRY UNIT



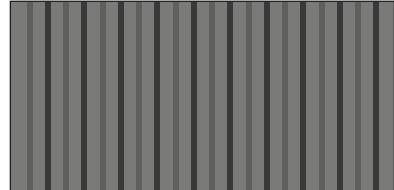
P 1
MAIN BUILDING COLOR – WHITE
COLOR: PPG SHADED WHISPER PPG0995-1



P 2
LIGHT ACCENT COLOR – MEDIUM GREY
COLOR: PPG SILVER BAND PPG0995-3



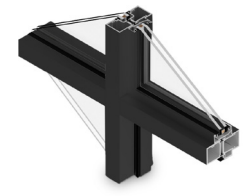
P 3A
DARK ACCENT COLOR - DARK GREY
COLOR: PPG CITY SKYLINE PPG0995-6



P 3B
DARK ACCENT COLOR 2 - DARK GREY
COLOR: PPG STARLESS SKY PPG0995-7
FLUTTED RIBBED FORMLINER



P 4
DARK ACCENT COLOR 2 - DARK GREY
COLOR: PPG STARLESS SKY PPG0995-7



M 1
MULLIONS
BLACK ANODIZED



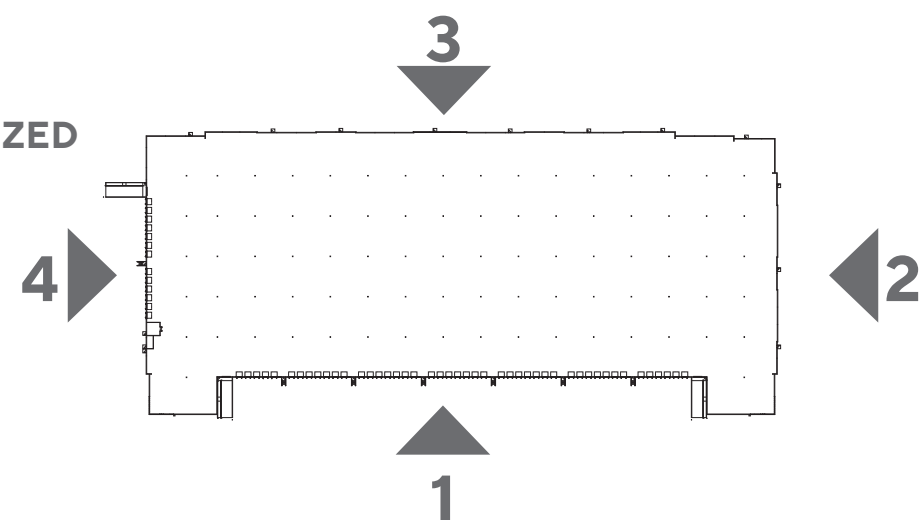
GL 1
1" INSULATED BLUE GLAZING
COLOR: BLUE

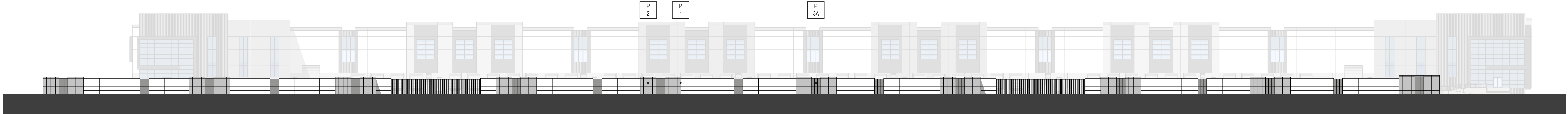
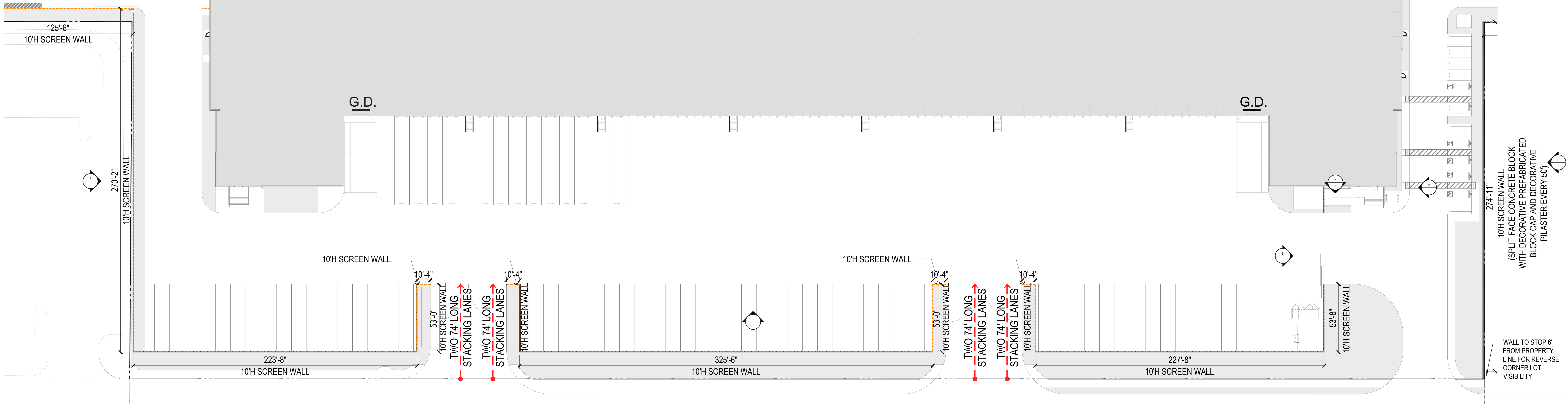


MC 1
METAL CANOPY
ALUCOBOND: BLACK ANODIZED

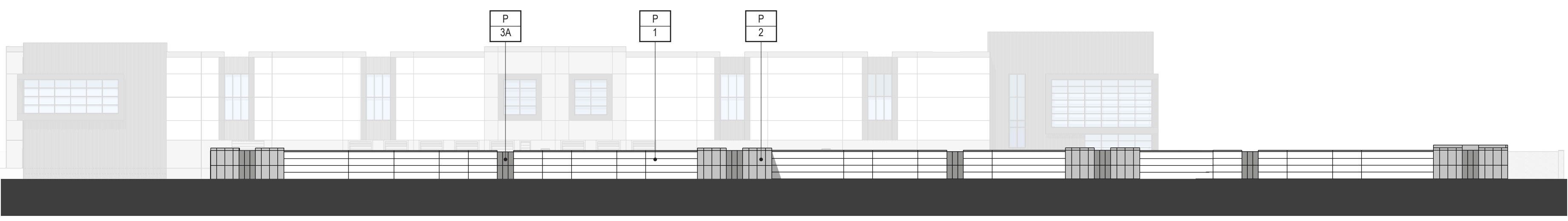


S 1
SPLIT FACE CMU
COLOR: GRAY

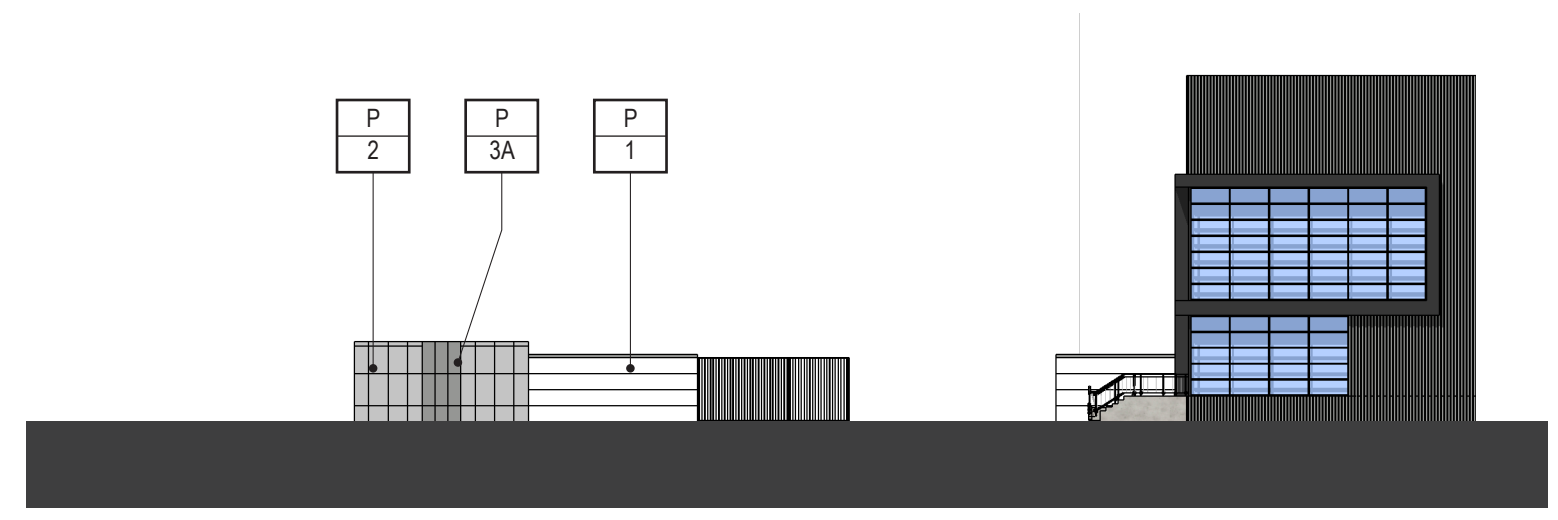




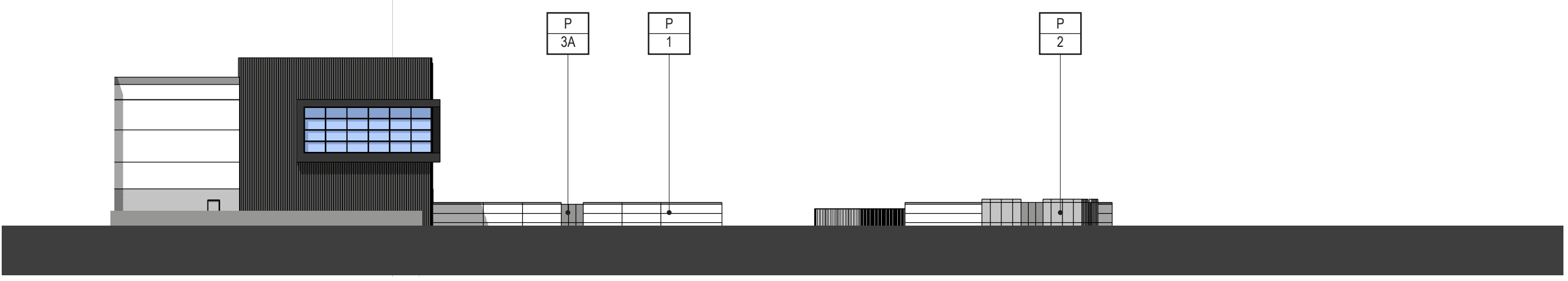
SOUTH WALL - SOUTH ELEVATION | 1 |



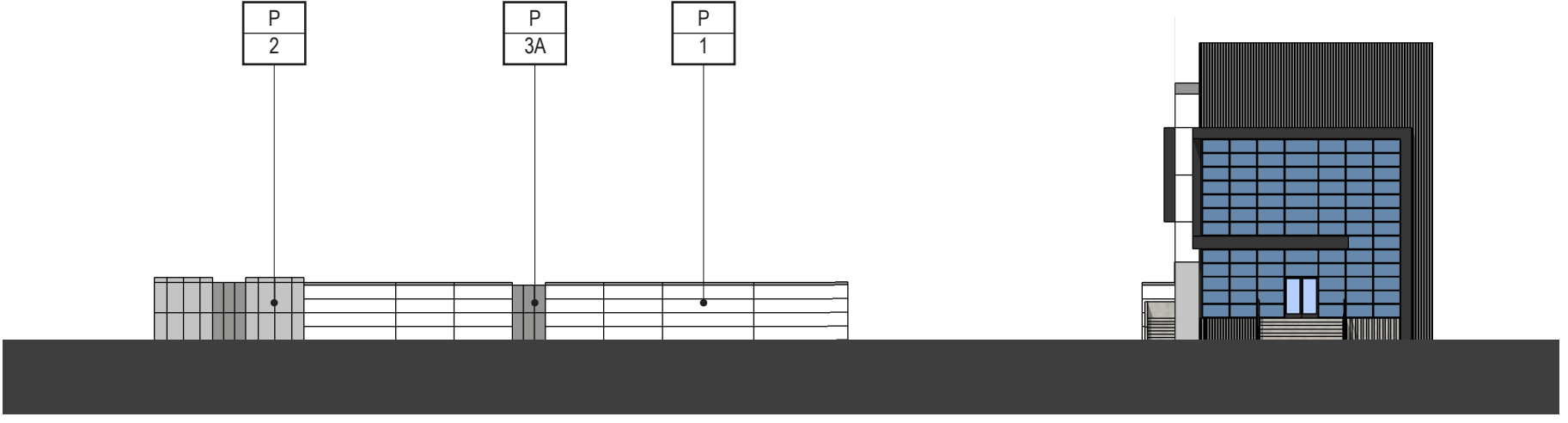
WEST WALL - WEST ELEVATION | 3 |



SOUTH WALL - EAST ELEVATION | 2 |



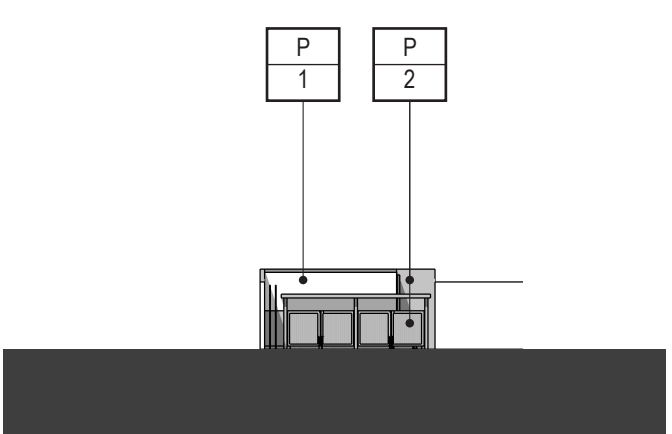
WEST WALL - NORTH ELEVATION | 5 |



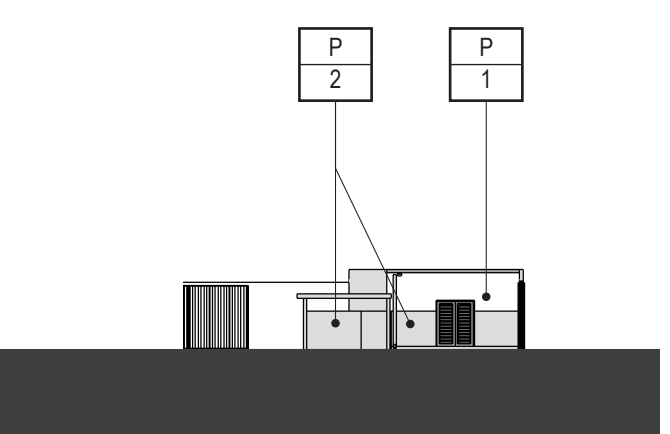
WEST WALL - SOUTH ELEVATION | 4 |



EAST WALL - EAST ELEVATION | 6 |



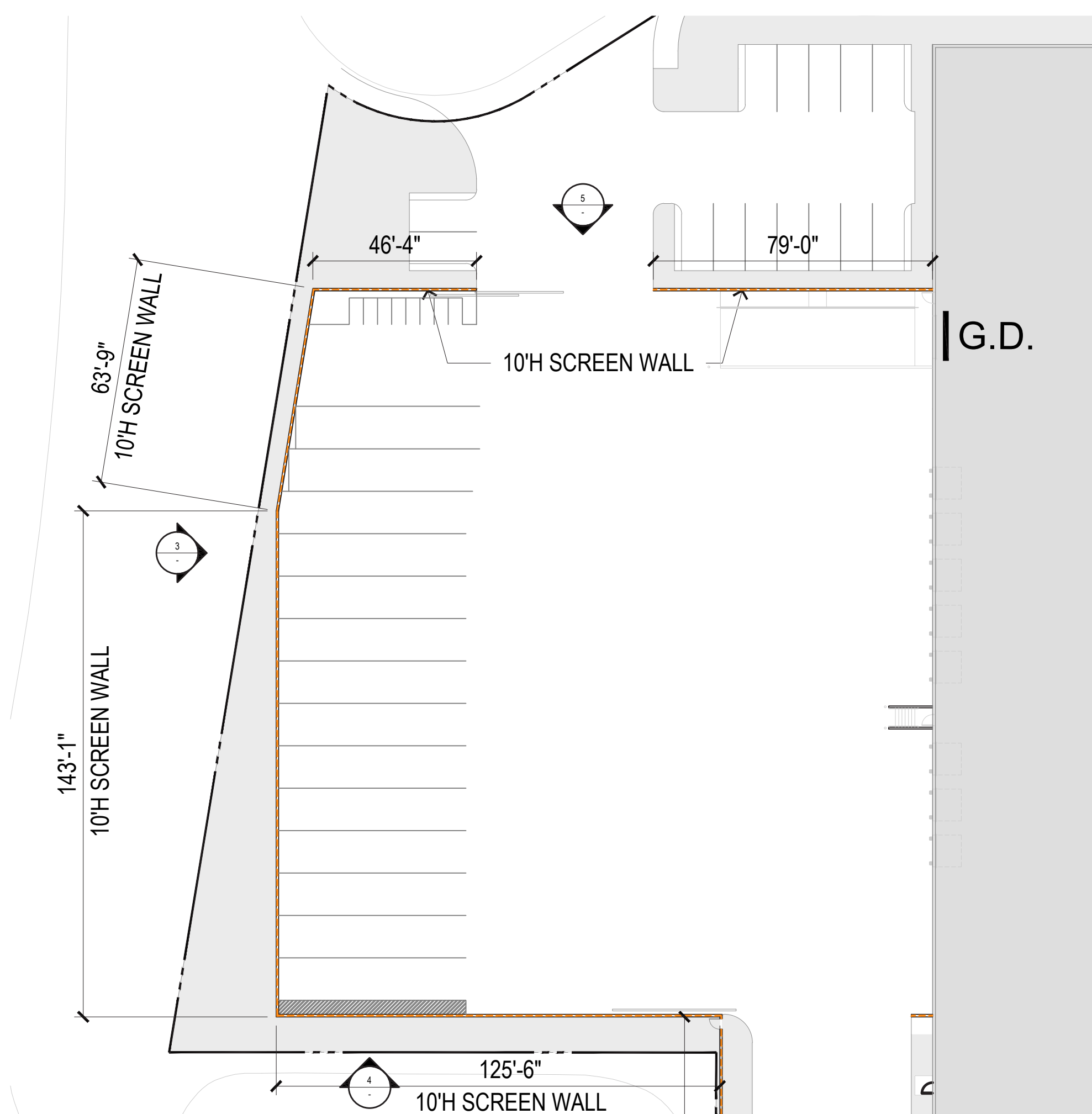
TRASH ENCLOSURE AND PUMP ROOM | 8 |

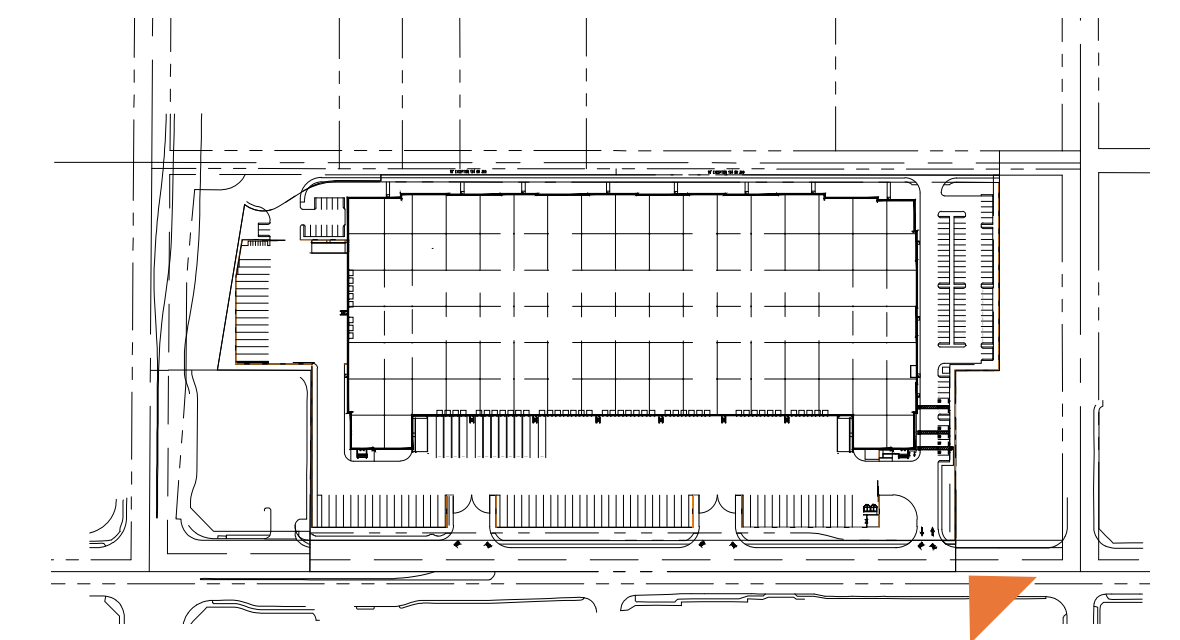


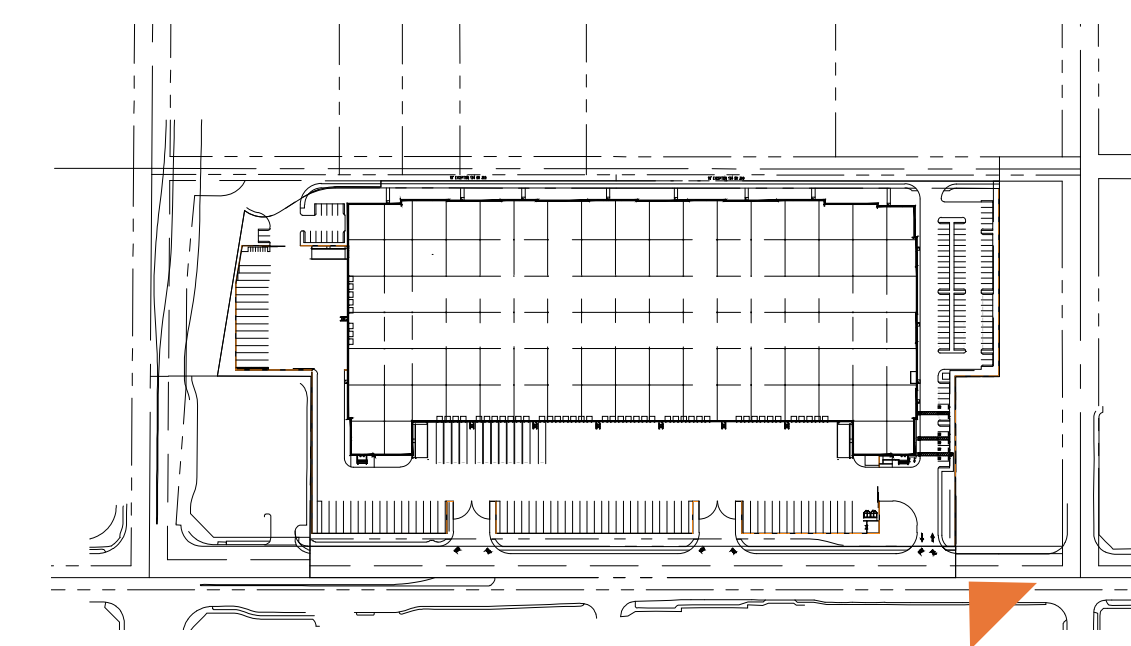
TRASH ENCLOSURE AND PUMP ROOM | 7 |

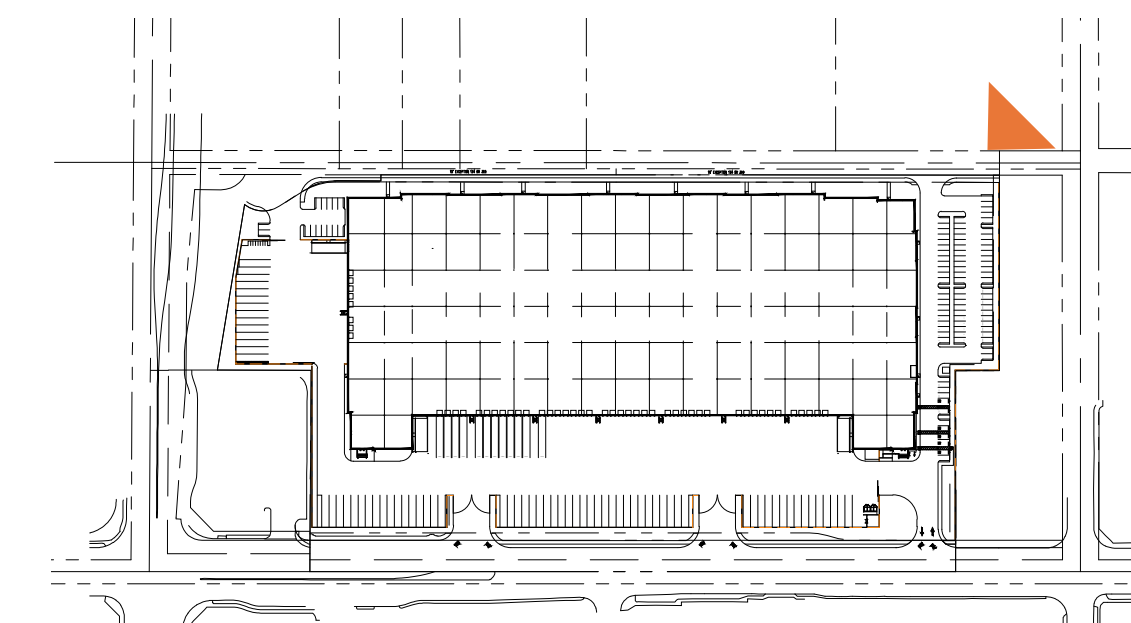
NOTE: TRASH ENCLOSURE MUST BE FULLY ENCLOSED WITH SOLID ROOFING

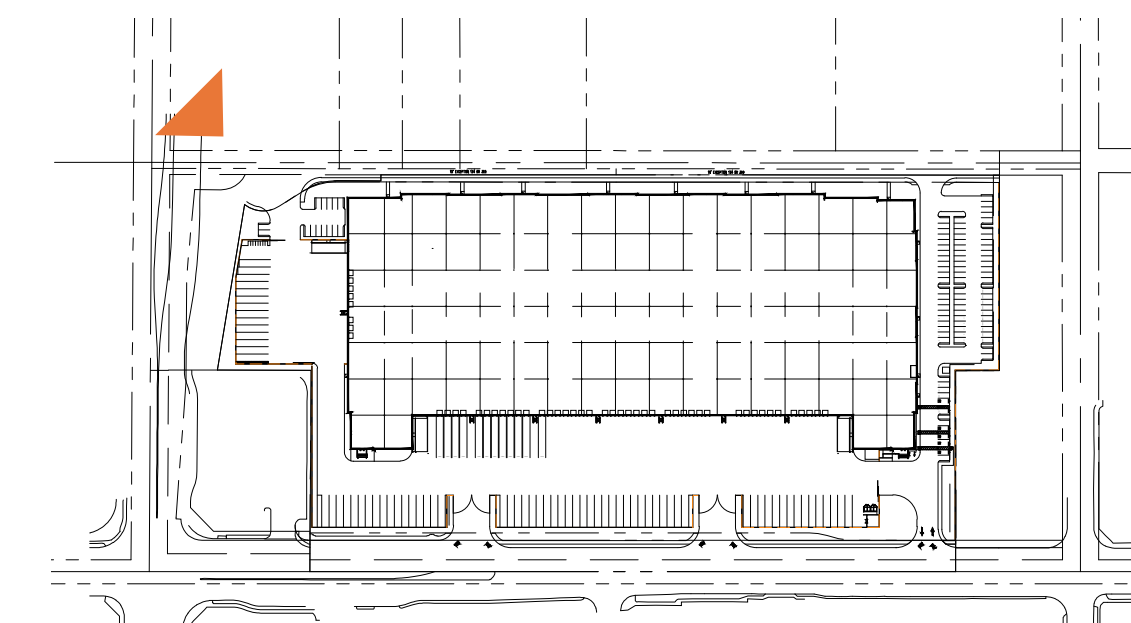
COLOR SCHEDULE / MATERIALS		
P1	PAINT1	COLOR: PPG SHADED WHISPER PPG0995-1
P2	PAINT2	MAIN BUILDING COLOR – WHITE
P3	PAINT3	COLOR: PPG SILVER BAND PPG0995-3
		LIGHT ACCENT COLOR – MEDIUM GREY
		COLOR: PPG CITY SKYLINE PPG0995-6
		DARK ACCENT COLOR - DARK GREY
S1	MASONRY	SPLIT FACE CONCRTE MASONRY UNIT
		COLOR: GRAY
NOTE: S1 - 10' H SCREEN WALL - SPLIT FACE CONCRETE BLOCK WITH DECORATIVE PREFAB BLOCK CAP AND DECORATIVE PILASTER EVERY 50'		

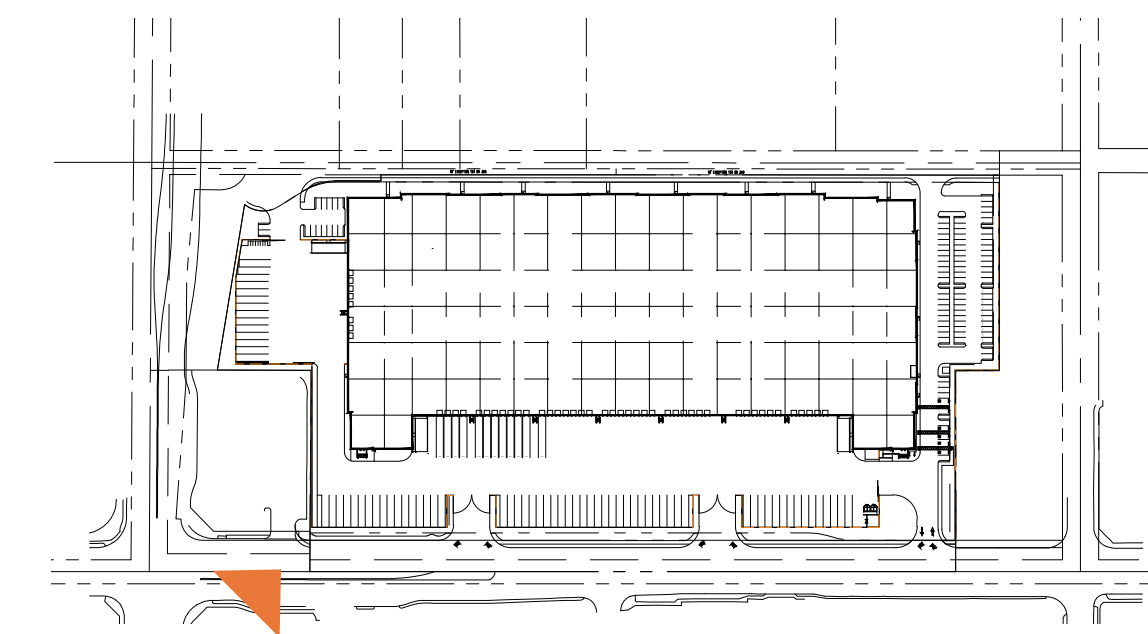


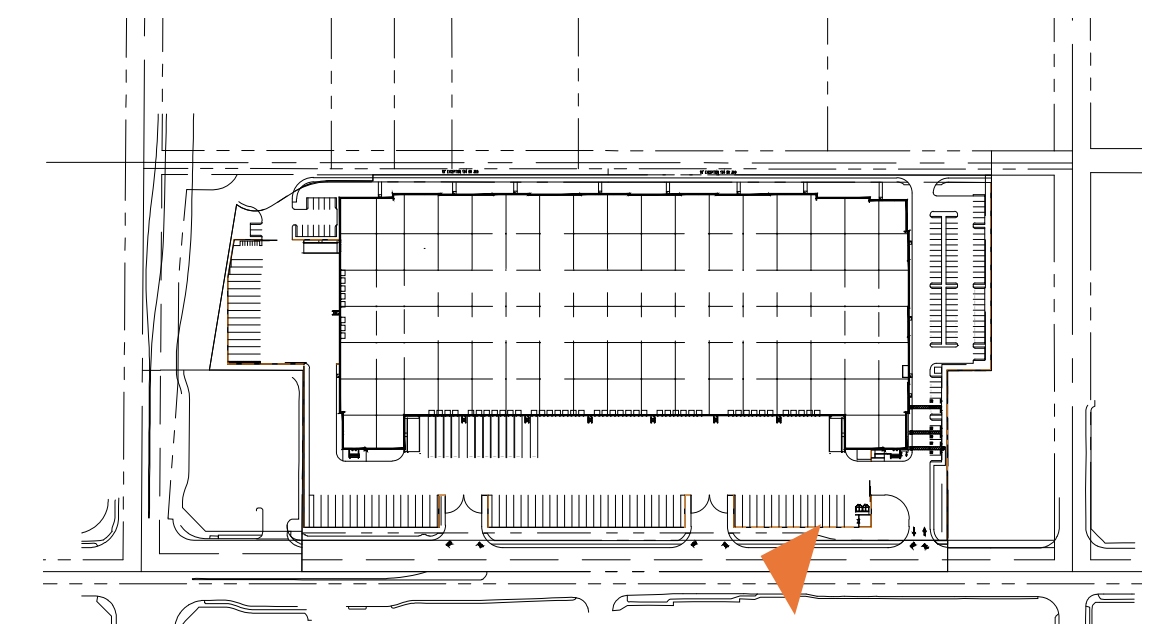


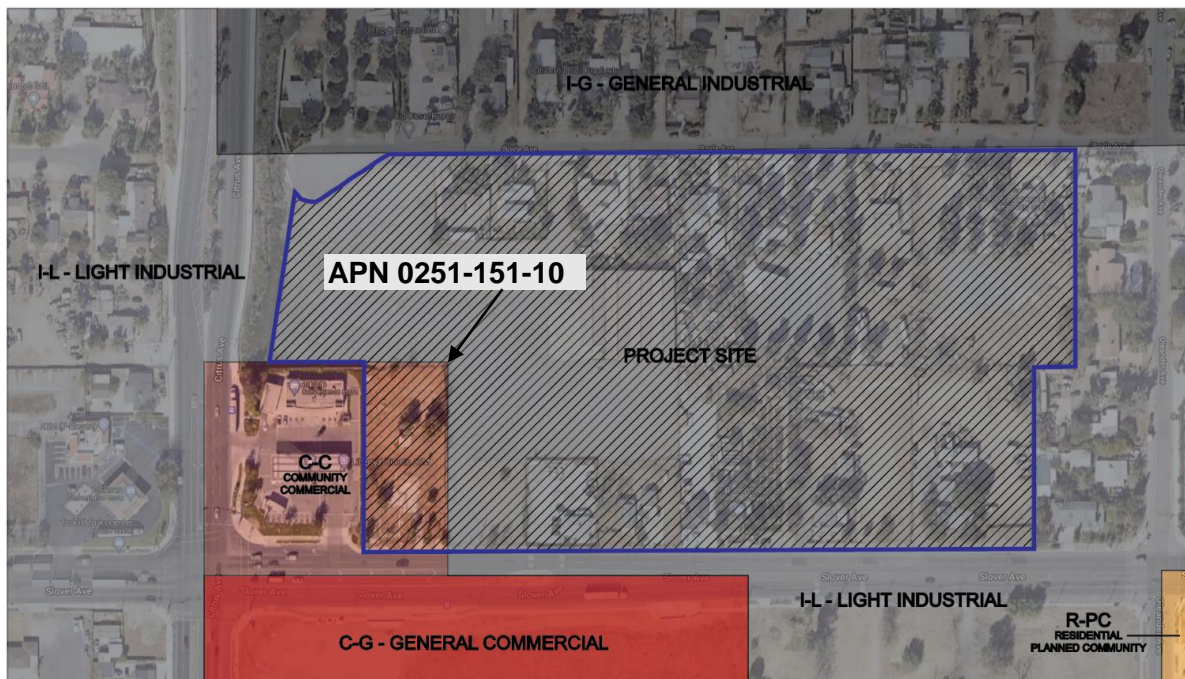




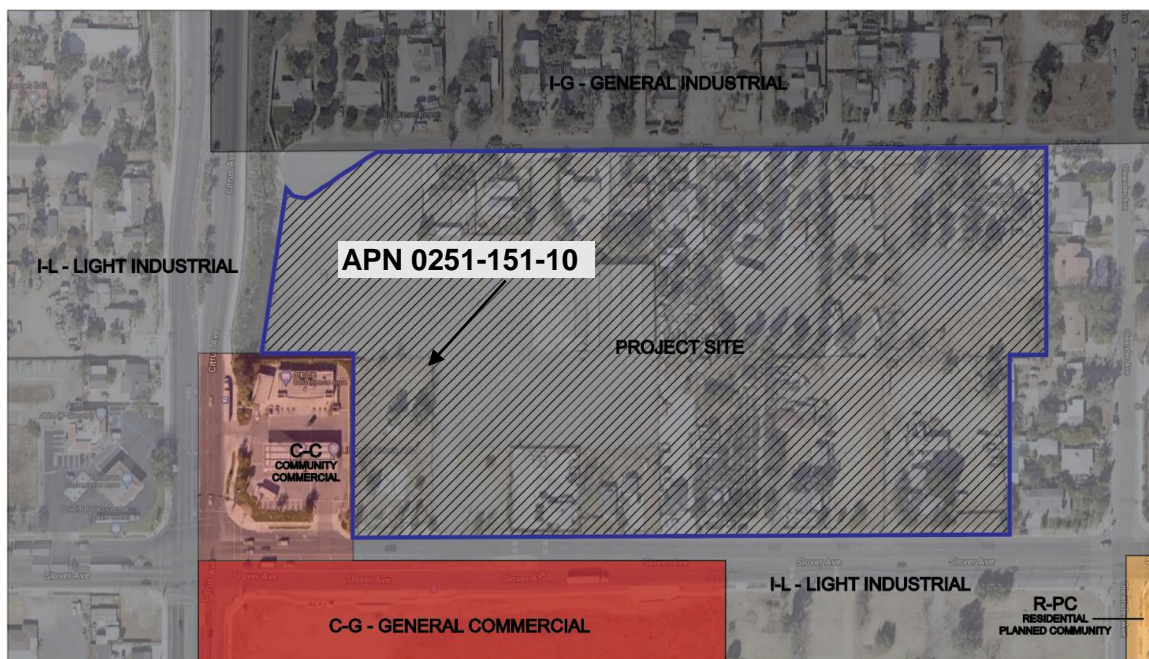








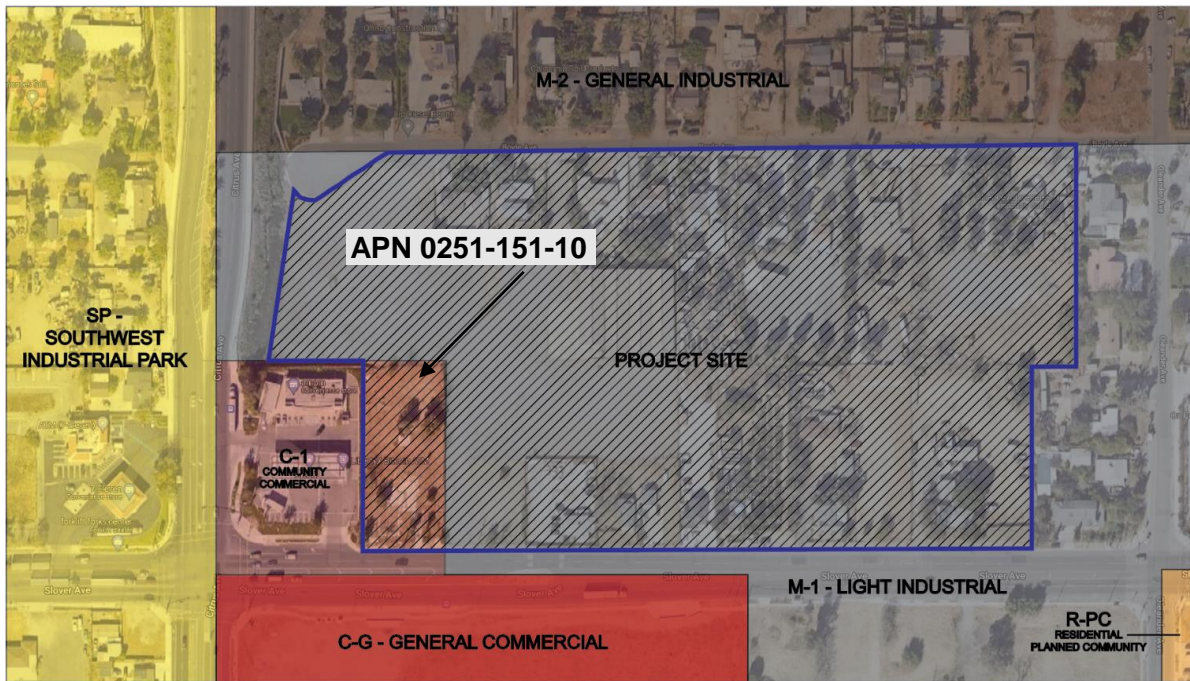
**EXISTING GENERAL PLAN DESIGNATION
COMMUNITY COMMERCIAL (C-C)**



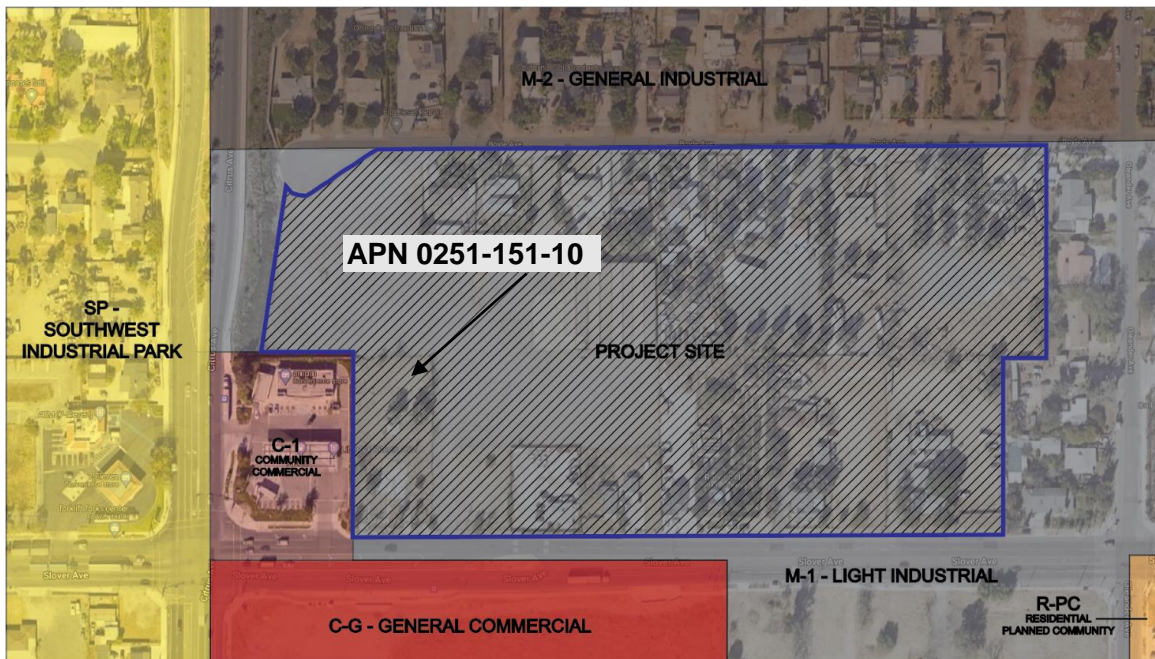
**PROPOSED GENERAL PLAN DESIGNATION
LIGHT INDUSTRIAL (I-L)**

GENERAL PLAN AMENDMENT EXHIBIT

DATE: March 19, 2024
CASE: Master Case No. 22-115, General Plan Amendment No. 22-009, Zoning Code Amendment No. 22-009, Tentative Parcel Map No. 22-029, Design Review Plan No. 22-054, Development Agreement No. 23-096



**EXISTING ZONING MAP DESIGNATION
COMMUNITY COMMERCIAL (C-1)**



**PROPOSED ZONING MAP DESIGNATION
LIGHT INDUSTRIAL (M-1)**

ZONE CHANGE EXHIBIT

DATE: March 19, 2024
CASE: Master Case No. 22-115, General Plan Amendment No. 22-009, Zoning Code Amendment No. 22-009, Tentative Parcel Map No. 22-029, Design Review Plan No. 22-054, Development Agreement No. 23-096

RESOLUTION PC NO. 2024-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 22-009, AN ORDINANCE APPROVING ZONING DISTRICT MAP AMENDMENT NO. 22-009, AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 23-096, A RESOLUTION APPROVING TENTATIVE PARCEL MAP NO. 22-029 (TPM NO. 20834) AND A RESOLUTION APPROVING DESIGN REVIEW NO. 22-054 FOR THE DEVELOPMENT OF A 355,995 SQUARE FOOT INDUSTRIAL COMMERCE CENTER BUILDING ON A SITE OF APPROXIMATELY 15.84 GROSS ACRES LOCATED AT APNs 0251-151-03 THROUGH -07, -09 AND -10, -14 THROUGH -16, -18 THROUGH -22, AND -39 THROUGH -44, AND DIRECT STAFF TO FILE THE NOTICE OF DETERMINATION.

WHEREAS, on January 25, 1974, and September 19, 2006, Assessor Parcel Numbers (“APN”) 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44 were annexed from San Bernardino County into the City of Fontana on (“Project Site”); and

WHEREAS, the most recent edition of the City of Fontana General Plan was adopted by the Fontana City Council (“City Council”) on November 13, 2018 and the City of Fontana Housing Element was adopted by the City Council on February 8, 2022; and

WHEREAS, on August 29, 2022, the City of Fontana (“City”) received an application from MIG, Inc. (“Applicant”) for a General Plan Amendment (GPA No. 22-009), Zoning District Code Map Amendment (ZCA No. 22-009), Tentative Parcel Map (Tentative Parcel Map No. 22-029 (TPM No. 20834)), Design Review (DRP No. 22-054), and Development Agreement (AGR No. 23-096) to change the General Plan land use designation for APN 0251-151-10 from Community Commercial (C-C) to Light Industrial (I-L), amend the Zoning District Map for APN 0251-151-10 from Community Commercial (C-1) to Light Industrial (M-1), consolidate the total of the parcels at the Project Site into one parcel, review the architecture and site design of the project and enter into an agreement for the development of an industrial commerce center building totaling 355,995 square feet on a site comprised of approximately 15.8 acres; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, §15000 et seq.) (“CEQA”), a Mitigated Negative Declaration (“MND”) analyzing all potential impacts of the Project was prepared for the City’s consideration as lead agency under State CEQA Guidelines section 15063; and

WHEREAS, the MND indicated that all potential environmental impacts from the project would be less than significant with the incorporation of the identified mitigation

measures in the Mitigation Monitoring and Reporting Program (“MMRP”); and

WHEREAS, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment between February 23, 2024 to March 18, 2024 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Fontana Herald, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City’s website; and

WHEREAS, copies of the Draft MND were available during the public review period at City Hall and on the City’s website; and

WHEREAS, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for biological resources and cultural resources; and

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit “A”** for Tentative Parcel Map 22-029 (TPM No. 20834) and **Exhibit “B”** for DRP No. 22-054; and

WHEREAS, on February 23, 2024, a notice of the public hearing was published in the Fontana Herald newspaper and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and

WHEREAS, on March 19, 2024, a duly noticed public hearing on GPA No. 22-009, ZCA No. 22-009, Tentative Parcel Map No. 22-029 (TPM No. 20834), DRP No. 22-054, and AGR No. 23-096 was held by the Fontana Planning Commission (“Planning Commission”) to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and

WHEREAS, the Planning Commission received public testimony and evidence presented by the Applicant, City staff, and other interested parties, at the public hearing on GPA No. 22-009, ZCA No. 22-009, Tentative Parcel Map No. 22-029 (TPM No. 20834), DRP No. 22-054 and AGR No. 23-096; and

WHEREAS, all of the notices required by statute and the Fontana Municipal Code (“FMC”) have been given as required; and

WHEREAS, the City wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

Section 1. Recitals. The above recitals are true, correct and incorporated herein by reference.

Section 2. CEQA. The Planning Commission has reviewed and considered the Initial Study (“IS”), MND, and MMRP, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The Planning Commission recommends that the City Council find that the IS/MND and MMRP contain a complete and accurate reporting of all the environmental impacts associated with the project. The Planning Commission further recommends that the City Council find that the MND and MMRP has been completed in compliance with the Sate CEQA Guidelines and Section 6.21 of the City of Fontana’s 2019 Local Guidelines for Implementing CEQA.

a. The Planning Commission has reviewed and considered the information contained in the Final MND and the administrative record, including all written and oral evidence presented to it, and recommends that the City Council find, based on its independent review and analysis: (i) that the Final MND was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence in the administrative record supporting a fair argument that the Project may have a significant effect on the environment. The Planning Commission further recommends that the City Council find that the Final MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgment and analysis of the city. As well the Commission recommends that the City Council find that no new significant environmental impacts have been identified in the Final MND and any changes to the Final MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

b. The Planning Commission has also reviewed and considered the MMRP for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and recommends that the City Council find that such MMRP is designed to ensure compliance with the mitigation measures during project implementation.

c. **Adoption of MND.** Pursuant to Public Resources Code section 21080, subdivision (c)(2), the Planning Commission recommends that the City Council adopt the Final IS/MND prepared for the project.

d. **Approval of MMRP.** Pursuant to Public Resources Code section 21081.6, the Planning Commission recommends that the City Council approve the MMRP, which was prepared for the project and make it a condition of project approval and is attached hereto.

e. **Notice of Determination.** The Planning Commission recommends that the City Council direct staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the project.

Section 3. General Plan Amendment Findings. The City of Fontana Planning Commission hereby makes the following findings for GPA No. 22-009 in accordance with Section 30-31 “Purpose” of the Fontana Zoning and Development Code:

Finding: **The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.**

Findings of Fact: Changing the General Plan Land Use Designation of APN 0251-151-10 from C-C to I-L would allow for the construction of an industrial commerce center building totaling approximately 355,995 square feet. This development will assist with the growing the industrial commerce center demand in the City and the surrounding area. The construction and operations at the Project Site will provide employment opportunities for the local workforce and address demands related to products being transported into the area. Additionally, properties to the north and east also have a General Plan designation of Light Industrial.

This amendment would create consistency amongst the project parcels and would remove a small area that has not developed commercially to date, nor would it be well positioned to do so in the future based on its size and location. The amendment would support General Plan Chapter 13, Goal No. 1, Action A: Establish a balance of industrial and manufacturing development along with services, especially in sectors with living wage jobs. The operations of the industrial commerce building will require employees for day-to-day operations, which will in turn provide jobs for local communities in the long term.

Section 4. Zoning District Map Amendment Findings. The Planning Commission hereby makes the following findings for ZCA No. 22-009 in accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

Finding: **The Zoning and Development Code may be amended by changing the development standards or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact: A Zoning District Map amendment to change the land use of APN 0251-151-10 from Community Commercial C-1 to M-1 would accommodate the development of an industrial commerce center building totaling 355,995 square feet. This project will provide attractive development with quality modern architecture with

additional landscaping. This type of development is appropriate in the context of generally accepted planning principles, surrounding land uses and the General Plan because it enhances the surrounding area with an attractive street scene and high-quality landscaping. This type of development will be consistent with the areas to the south and west.

Section 5. Tentative Parcel Map Findings. The Planning Commission hereby makes the following findings for Tentative Parcel Map No. 22-029 (TPM No. 20834) pursuant to Section 30-284 of the Fontana Zoning and Development code, and in accordance with Section No. 26 218(d) "Processing of application," of the Fontana Municipal Code:

Finding No. 1: That the proposed map is consistent with the city's general plan and any applicable specific plan.

Findings of Fact: Tentative Parcel Map No. 22-029 (TPM No. 20834) is consistent with the General Plan Land Use Designation for the project site, which is I-L. The lot size with the consolidation will meet the lot standards of the FMC. The tentative parcel map consolidates twenty-one (21) existing parcels (APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44) into one parcel for the construction of an industrial commerce building totaling approximately 355,995 square feet, which is permitted in the General Plan. The Project Site is not within a specific plan.

Finding No. 2: That the design or improvements of the proposed subdivision are consistent with the general plan and any applicable specific plan.

Findings of Fact: The site design for Tentative Parcel Map No. 22-029 (TPM No. 20834) is consistent with the General Plan. The lot size and street configuration conform to the requirements of the Land Use, Zoning, and Urban Design and Community Mobility and Circulation Elements of the General Plan, and Chapter No. 26 of the FMC and the Light Industrial development standards. The project includes all on-site and off-site improvements to meet all the General Plan goals and objectives; as well as all of the M-1 zoning requirements. Improvements consist of public sewer, public storm drain, streets, gutter, sidewalks, drainage, and grading to provide a safe and well-designed project for the area. The Project Site is not within a specific plan.

Finding No. 3: The site is physically suitable for the type and density of development proposed.

Findings of Fact: The Project Site for the industrial commerce center is approximately 15.84 acres, which is adequate in size to

accommodate the development. The existing topography is conducive for the project and development of the site did not require setback variances. The lot size is consistent with industrial developments to the south and west of the Project Site.

Finding No. 4: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact: The design of Tentative Parcel Map No. 20834 (TPM No. 22-029) is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. The area surrounding the project site has been developed with gas station, industrial uses, high school, residential and warehouse uses.

An IS, MND, and MMRP was prepared for this project pursuant to CEQA and the 2019 Local Guidelines for Implementing CEQA. Based on the information in the IS, the project would not have a significant effect on the environment as a result of the project implementation and the MND, and MMRP. The use is anticipated based on the Land Use Designation and the Zoning and Development Code. The design of the map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

Finding No. 5: The design of the subdivision or type of improvements will not cause serious public health problems.

Findings of Fact: The design of Tentative Parcel Map No. 22-029 (TPM No. 20834) will not cause public health problems. The development will comply with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer, connection to the public storm drain, modification to the existing sidewalks, drainage, and grading to provide a safe and well-designed project for the area. Therefore, the project shall promote the public health, safety, and welfare of the surrounding community.

Finding No. 6: That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact: The design of Tentative Parcel Map No. 22-029 (TPM No. 20834) and public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site would be provided from driveways on Slover Avenue and Boyle Avenue. The truck traffic will come in and out from the two (2) southwest

driveways along Slover Avenue and vehicle traffic will use two separate entrances on the southeast accessed from Slover Avenue and on the northeast accessed from Boyle Avenue.

Section 6. Design Review Findings. The Planning Commission hereby makes the following findings for a DRP No. 22-054 in accordance with Section 30-120 “Findings for approval” of the Fontana Zoning and Development Code:

Finding No. 1: The proposal is consistent with the General Plan, Zoning and Development Code and any applicable Specific Plan.

Findings of Fact: The General Plan land use designation of I-L is intended for employee-intensive uses, including business parking, research and development, technology centers, corporate and support office uses, clean industry, supporting retail uses, truck and equipment sales and related services. The industrial commerce facility provides for a consistent blend of well-designed industrial development in the immediate vicinity. The Zone Change Amendment for APN 0251-151-10 incorporates the entire project area into the M-1 Zoning District. The industrial commerce facilities provide for a consistent blend of well-designed industrial development in the immediate vicinity because it provides consistency with the industrial uses south to the west of the project site.

Finding No. 2: This proposal meets or exceeds the criteria contained in Chapter 30 and will result in an appropriate, safe and desirable development promoting the public health, safety, and welfare of the community.

Findings of Fact: The site and architectural design for the 355,995 square foot industrial commerce center building has been designed with office space totaling approximately 7,000 square feet. A gate-secured truck court with 46 loading docks on the south side of the building and 13 loading docks on the west side of the building. The use of glazing, parapets, accent colors and painted banding will add structural and visual interest to the building. Additionally, variations to the building face and roof lines will be architecturally pleasing. Access to and from the Project Site would be provided from driveways on Slover Avenue (truck and passenger vehicles) and Boyle Avenue (passenger vehicles only). Landscaping would be ornamental in nature and includes trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcovers.

The project will result in the construction of an industrial commerce center building totaling approximately 355,995 square feet. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all

applicable building, zoning, and fire codes and will promote the public health, safety, and welfare of the surrounding community.

Finding No. 3: The proposal is in its design and appearance is aesthetically and architecturally pleasing resulting in a safe, well-designed facility while enhancing the character of the surrounding neighborhood.

Findings of Fact: The industrial commerce center building has been designed with the use of glazing, parapets, canopies, accent colors and painted banding that will add structural and visual interest to the building. Additionally, variations to the building face and roof lines will be architecturally pleasing. Access to and from the Project Site would be provided from driveways on Slover Avenue and Boyle Avenue with passenger vehicle traffic utilizing separate entrances from commercial vehicles. Landscaping would be ornamental in nature and features trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcover. The building will be compatible with the industrial commerce centers to the south and west of the Project Site and will provide a quality, aesthetically pleasing development for the surrounding neighborhood.

Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact: The development complies with the Zoning and Development Code standards and the newly adopted sustainability ordinance. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, parks, lighting, driveways, sidewalks and decorative paving.

Section 7. Development Agreement Findings. The Planning Commission hereby makes the following findings for a AGR No. 23-096 in accordance with Division 23 of the Fontana Zoning and Development Code:

Findings of Fact: AGR No. 23-096 promotes the public health, safety and welfare of the community because the development agreement will enable needed public improvements at the Project Site and the economic development of the Project Site will benefit the citizens of the City.

Further, among the public benefits to accrue to the residents of the City as a result of the development agreement are:

1. The revitalization of an underdeveloped site.
2. The development of onsite infrastructure upgrades that would not occur otherwise.
3. The generation of additional property tax.

4. The stimulation of adjacent areas in the City by introducing new industrial facility and opportunities.
5. The implementation of numerous City planning and economic development policies which benefit the health and fiscal welfare of the City and its residents.
6. The payment of a public benefit fee from the Applicant to the City to offset certain private benefits received by Applicant under the development agreement.

Section 8. Approval. Based on the foregoing, the Planning Commission recommends that the City Council adopts the following:

1. A resolution adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program and direct staff to file the Notice of Determination.
2. A resolution approving GPA No. 22-009.
3. An ordinance approving ZCA No. 22-009.
4. A resolution approving Tentative Parcel Map No. 22-029 (TPM No. 20834) subject to the Conditions of Approval attached hereto as **Exhibit “A.”**
5. A resolution approving DRP No. 22-054 subject to the Conditions of Approval attached hereto as **Exhibit “B”**.
6. An ordinance approving AGR No. 23-096, which includes the payment of a public benefit fee of \$49,722.

Section 9. Resolution Regarding Custodian of Record. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 10. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 11. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 12. Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not

affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 19th day of March 2024.

City of Fontana

Cathline Fort, Chairperson

ATTEST:

I, Ricardo Quintana, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on this 19th day of March 2024, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ricardo Quintana, Secretary

EXHIBIT “A”



**CITY OF FONTANA
CONDITIONS OF APPROVAL**

PROJECT: Master Case No. (MCN) 22-115 March 19, 2024
Tentative Parcel Map No. 22-029 (TPM No. 20834)

LOCATION: The project site includes property located on north side of Slover Avenue, south of Boyle Avenue, south of Interstate (I) 10 freeway, and west of Citrus Avenue and east of Oleander Avenue. Assessor Parcel Numbers (APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44).

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until both of the following have occurred:
 - A. All requirements of the Fontana City's Municipal Code shall be complied with.
 - B. All Conditions of Approval imposed on this project have been fulfilled.
2. The applicant /developer/ property owner shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, and employees from any claim, action or proceeding against the City of Fontana or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission and/or City Council concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City

of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

3. Tentative Parcel Map No. 22-029 (TPM No. 20834) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development), and the Subdivision Map Act.
4. The applicant/developer shall underground all utilities, pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.
5. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program (MMRP) as approved by the City Council.
6. All Conditions of Approval and Mitigation Monitoring and Reporting Program (MMRP) contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.
7. Tentative Parcel Map No. 22-029 (TPM No. 20834) shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
8. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City

Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.

9. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.
10. Historic Archaeological Resources:
 - A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
 - B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
 - C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified

Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

11. The applicant shall meet all requirements identified in the Industrial Commerce Centers Sustainability Standards (Ordinance No. 1891).
12. A copy of the Industrial Commerce Centers Sustainability Standards requirements shall be placed on the final grading plans and the final building plans.
13. The project shall comply with all applicable provisions, regulations, and development standards of the Fontana Municipal Code.
14. The applicant shall adhere to all landscape setback requirements as outlined in the Fontana Municipal Code.
15. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning and Development Code (Section 30-962).

BUILDING & SAFETY DEPARTMENT:

16. The applicant shall have the parcel map recorded prior to the issuance of any building permits.
17. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
 - C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
 - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
 - E. No water course or natural drainage shall be obstructed.
 - F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
 - G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.

- H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

The on site drainage system shall, as a minimum, be designed to handle the run off generated by a ten (10) year storm. Check for flooding of all on site structures (buildings) and all adjacent properties during a hundred (100) year storm.

- I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 - 1. The relationship between the proposed finished on site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 - 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
 - 3. All proposed drainage structures; and
 - 4. Any proposed and/or required walls or fencing.

- 18. The applicant is required to obtain permits for the removal and/or demolition of structures.

ENGINEERING DEPARTMENT:

- 19. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
- 20. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
- 21. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
- 22. Of the three access points along Slover Ave, the westernmost project driveway shall be at least 400' east of the intersection of Slover Ave and Citrus Ave, as measured from the limit-line along westbound Slover Ave to the western edge of the driveway.

23. Of the three access points along Slover Ave, the central project driveway shall be separated by at least 250' from adjacent driveways, as measured from the closest edge of each driveway.
24. Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered.
25. Of the three access points along Slover Ave, the westernmost project driveway shall be designed, constructed, and signed to restrict ingress and egress to right-in and right-out movements only.
26. Of the three access points along Slover Ave, the central project driveway shall be designed, constructed, and signed to restrict ingress and egress to right-in, left-in, and right-out movements only.
27. Of the three access points along Slover Ave, the easternmost project driveway shall be designed, constructed, and signed to restrict ingress and egress to right-in and right-out movements only.
28. Of the three access points along Slover Ave, the easternmost project driveway shall be restricted to vehicular access only, until such time as the adjacent land use is no longer deemed a sensitive receptor, or until such time that the distance between the driveway and the sensitive receptor is sufficiently large per the relevant state and local regulations.
29. Intersection sight distance and stopping sight distance must be shown to meet the required AASHTO standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation.
30. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals
31. All gated ingress locations shall provide a visual indication to drivers prior to entering the gated driveway whether the gate is closed or open. This may be excluded if sufficient turn-around space is provided for the design vehicle or if the gate is manned with personnel who would permit an errant driver to enter the gate to turn around and depart. At no time shall the project cause vehicles entering the site to need to reverse into a travel lane in the public right-of-way in order to depart or turn-around.
32. The applicant shall repair or replace any existing signal related equipment such as pull boxes and loop detectors that are damaged or impacted due to project-implemented improvements.
33. Maintain 33ft curb to curb width for westbound Slover Ave prior to right-turn pocket at Citrus Ave.

34. The applicant shall design and construct a modification to the existing raised planted median along Slover Ave to allow for a minimum of 240' of full-width queuing area for each of the westbound dual-left-turn lanes at Citrus Ave and to accommodate a 240' of full-width queueing area for an eastbound left-turn lane into the project site.

PRIOR TO ISSUANCE OF GRADING PERMIT

35. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
36. The Applicant shall submit, and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

37. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

38. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, right-of-way vacations, easements, reciprocal access agreement as required for the development.
39. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements generally along the project frontage for Slover Avenue and Boyle Avenue, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.
40. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for the half-width (median curb to curb) of Slover Avenue and Boyle Avenue along the project frontage for the City to review and approve. The half-width (median curb to curb) of Slover Avenue and Boyle Avenue along the project frontage shall be fully replaced to bring the pavement structural section into conformance with City standards. Any remedial action less than full replacement shall be justified by the pavement analysis and shall bring the pavement condition to a 20-year pavement life.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

41. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
42. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and

replace any existing survey monuments damaged or removed during construction.

43. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
44. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
45. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required. If a TCO (Temporary Certificate of Occupancy) is required a full video inspection will be required as well at that time.
46. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
47. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.
48. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping / pavement markings that conflicts with new striping /pavement markings, repair trenches, and other areas as determined by the inspector.
49. Existing and proposed public catch basins in industrial areas shall be fitted with Bio Clean Connector Pipe Screen (CPS) trash screens in compliance with trash provisions of the water quality control plan for inland surface waters, enclosed bay and estuaries of California.

END OF CONDITIONS

EXHIBIT “B”



**CITY OF FONTANA
CONDITIONS OF APPROVAL**

PROJECT: Master Case No. (MCN) 22-115
Design Review (DRP) No. 22-054

DATE: March 19, 2024

LOCATION: The project site includes property located on north side of Slover Avenue, south of Boyle Avenue, south of Interstate (I) 10 freeway, and west of Citrus Avenue and east of Oleander Avenue. Assessor Parcel Numbers (APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44).

PLANNING DEPARTMENT:

1. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.
2. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until both of the following have occurred:
 - A. All requirements of the Fontana City's Municipal Code shall be complied with.
 - B. All Conditions of Approval imposed on this project have been fulfilled.
3. The applicant/developer/property owner shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

Except as required under applicable State and Federal law, the City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

4. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning Code and Development Code, Fontana Municipal Code (FMC).
5. The applicant shall meet all requirements identified in the Industrial Commerce Centers Sustainability Standards (Ordinance No. 1891).
6. The applicant shall adhere to all landscape setback requirements as outlined in the Fontana Municipal Code.
7. The applicant/developer shall underground all utilities pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this conditions shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.
8. A Register of Professional Archaeologists (RPA)-qualified archeologist experienced with Native American artifact identification and approved by the City of Fontana shall be present to monitor the first two (2) days of site preparation/grubbing; the first two (2) days of mass grading; and the first two (2) days of utility trenching. Such monitoring activities may be reduced or terminated depending on the findings and recommendations of the archeologist. In the event that prehistoric or historic cultural resources be uncovered during these activities, representatives of the tribal entity(s) who consider the project site to be within their traditional use area shall be contacted and invited to the site to review the find, and monitoring shall be continued at the discretion of archeologist.
9. Historic Archaeological Resources
 - A. Upon discovery of any tribal cultural or archaeological resources, cease

construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.

- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
 - C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.
- 10. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions, signed by the property owner or legal representative, shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.
 - 11. The applicant shall either (1) execute and record the Development Agreement (AGR23-0096) promptly upon the effective date of the ordinance by which the Development Agreement is adopted or (2) pay the amount \$49,722 to the City of Fontana within 25 days after the final approval of the entitlements as a public benefit fee in lieu of recordation of the Development Agreement.
 - 12. Any foam treatment used for architecture treatments and/or projections located on the first floor shall be covered with concrete or similar durable material a minimum of ¼ inch thick, or as determined by the Director of Planning.
 - 13. The current development fees must be paid prior to issuance of building/construction permits.

14. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-30 of the Municipal Code.
15. There shall be five (5) feet of landscaping and two (2) feet of decorative concrete for passengers to step out of vehicles, total of seven (7) feet, at end of automobile parking aisles.
16. Color combinations and color schemes for buildings approved under a design review application shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.
17. Exterior lighting compatible with the design of the building shall be provided for the parking lot. The lighting shall be directed and shielded so as to illuminate only the parking area and to avoid glare impacts on adjacent properties.
18. Sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.
19. The applicant/developer shall provide sufficient bicycle racks to accommodate 12 bicycle spaces.
20. The applicant/developer shall provide bicycle racks that include locks as well as electric plugs to charge electric bikes. The racks shall be located as close as possible to employee entrance(s).
21. All parking stalls shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping. No parking spaces shall be designated in an industrial parking facility, except for disabled persons parking, van pool, carpool, or any other designated parking as required by law.
22. All signs shall be reviewed under a separate Design Review Sign application.
23. All roof-mounted equipment and ground mounted equipment shall be screened from view from adjacent properties and streets to the satisfaction of the Director of Planning.
24. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.

25. The transformer shall be screened by a solid screen wall and mature, dense landscaping, and not visible from the public right-of-way.
26. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign(s) from the project site. The applicant may request a refund of the sign deposit; the request shall be in writing accompanied with a refund application. The request shall be submitted to the Planning Department.
27. Development fees and Planning Department final inspection fees must be paid prior to Certificate of Occupancy.
28. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.
29. The applicant/developer/property owner shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
30. In the event that any off-site utility and/or infrastructure improvements are required as a direct result of future projects, construction of such off-site utility and infrastructure improvements shall not occur concurrently with the demolition, site preparation, and grading phases of project construction. This requirement shall be clearly noted on all applicable grading and/or building plans.
31. Adhere to the City standard of one foot candle minimum for all entrances, exits, pedestrian paths, parking lots, and activity areas. Reflect all light fixtures on the site plan. All areas shall be illuminated during all hours of darkness and all luminaries utilized shall be vandal-resistant fixtures. The type of lighting shall be fluorescent, white L.E.D.s or metal halide. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
32. Incorporate an anti-graffiti coating onto the exterior of all proposed block walls to discourage graffiti.
33. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning Code (Article XIV, Transportation Demand Management and Trip Reduction Measures).
34. There shall be no refrigerated uses on site; unless a future tenant proposing to have such uses conducts an update of the California Environmental Quality Act (CEQA) document (i.e. Environmental Impact Report) and any applicable studies/memorandums to amend this Condition of Approval.
35. The applicant shall incorporate hostile landscape into the interior, perimeter landscape setback areas to discourage subjects from accessing the site.
36. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days

a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekends, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.

37. Adhere to the Standard Building Security Specifications of the Fontana Police Department.
38. A copy of the Industrial Commerce Centers Sustainability Standards requirements shall be placed on the final grading plans and final building plans.

Prior To Issuance of Grading Permit

39. All Conditions of Approval and Mitigation, Monitoring, and Reporting Program (MMRP) contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.

BUILDING & SAFETY DEPARTMENT:

40. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
 - A. California Building Code
 - B. California Residential Code
 - C. California Electrical Code
 - D. California Mechanical Code
 - E. California Plumbing Code
 - F. California Energy Code
 - G. California Fire Code
 - H. California Green Building Standards Code
41. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
42. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
43. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
44. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved

prior to construction by the Building Official on a case-by-case basis for extenuating circumstances.

45. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
46. The applicant shall verify that all lot lines, easement lines, etc. will be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
47. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
 - C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
 - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
 - E. No water course or natural drainage shall be obstructed.
 - F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
 - G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
 - H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

The onsite drainage system shall, as a minimum, be designed to handle the runoff generated by a ten (10) year storm. Check for flooding of all on site structures (buildings) and all adjacent properties during a hundred (100) year storm.
 - I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
 3. All proposed drainage structures; and
 4. Any proposed and/or required walls or fencing.

48. The applicant is required to obtain permits for the removal and/or demolition of structures.
49. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

50. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off by a City Building Inspector
51. If hazardous substances are used and/or stored, the applicant shall provide a technical opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the proposed materials, their quantities, classifications, and the effects of any chemical (material) intermixing in the event of an accident or spill.
52. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.
53. Please be aware that a Construction Waste Management Plan (CWMP) will be required at time of plan check submittal. For more information regarding waste diversion, please contact Burrtec Waste at (909) 889-0911.

ENGINEERING DEPARTMENT:

54. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
55. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.

56. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
57. The applicant shall design and construct a modification to the existing raised planted median along Slover Ave to allow for a minimum of 240' of full-width queuing area for each of the westbound dual-left-turn lanes at Citrus Ave and to accommodate a 240' of full-width queueing area for an eastbound left-turn lane into the project site.
58. Of the three access points along Slover Ave, the central project driveway shall be separated by at least 250' from adjacent driveways, as measured from the closest edge of each driveway.
59. Of the three access points along Slover Ave, the westernmost project driveway shall be at least 400' east of the intersection of Slover Ave and Citrus Ave, as measured from the limit-line along westbound Slover Ave to the western edge of the driveway.
60. Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered.
61. Of the three access points along Slover Ave, the westernmost project driveway shall be designed, constructed, and signed to restrict ingress and egress to rightin and right-out movements only.
62. Of the three access points along Slover Ave, the central project driveway shall be designed, constructed, and signed to restrict ingress and egress to right-in, left-in, and right-out movements only.
63. Of the three access points along Slover Ave, the easternmost project driveway shall be designed, constructed, and signed to restrict ingress and egress to rightin and right-out movements only.
64. Of the three access points along Slover Ave, the easternmost project driveway shall be restricted to vehicular access only, until such time as the adjacent land use is no longer deemed a sensitive receptor, or until such time that the distance between the driveway and the sensitive receptor is sufficiently large per the relevant state and local regulations.
65. Intersection sight distance and stopping sight distance must be shown to meet the required AASHTO standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation.
66. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals
67. All gated ingress locations shall provide a visual indication to drivers prior to entering the gated driveway whether the gate is closed or open. This may be

excluded if sufficient turn-around space is provided for the design vehicle or if the gate is manned with personnel who would permit an errant driver to enter the gate to turn around and depart. At no time shall the project cause vehicles entering the site to need to reverse into a travel lane in the public right-of-way in order to depart or turn-around.

68. The applicant shall repair or replace any existing signal related equipment such as pull boxes and loop detectors that are damaged or impacted due to project-implemented improvements.

69. Maintain 33ft curb to curb width for westbound Slover Ave prior to right-turn pocket at Citrus Ave.

PRIOR TO ISSUANCE OF GRADING PERMIT

70. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

71. The Applicant shall submit, and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

72. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

73. The Applicant shall record All map's, lot line adjustments, right-of-way dedications, right-of-way vacations, easements, reciprocal access agreement as required for the development.

74. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements generally along the project frontage for Slover Avenue and Boyle Avenue, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

75. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for the half-width (median curb to curb) of Slover Avenue and Boyle Avenue along the project frontage for the City to review and approve. The half-width (median curb to curb) of Slover Avenue and Boyle along the project frontage shall be fully replaced to bring the pavement structural section into conformance with City standards. Any remedial action less than full replacement shall be justified by the pavement analysis and shall bring the pavement condition to a 20-year pavement life.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

76. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
77. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.
78. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
79. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
80. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
81. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required. If a TCO (Temporary Certificate of Occupancy) is required a full video inspection will be required as well at that time.
82. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
83. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.
84. Existing and proposed public catch basins in industrial areas shall be fitted with BioClean™ Connector Pipe Screen (CPS) trash screens in compliance with trash provisions of the water quality control plan for inland surface waters, enclosed bay and estuaries of California.

FIRE DEPARTMENT:

85. *Jurisdiction:* The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.
86. *Fire Access Road Width:* Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.
87. *Turnaround:* An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.
88. *Fire Lanes:* The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
89. *Water System Commercial:* Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2. The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 355,995 Square Foot structure.
90. *Hydrant Marking:* Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
91. *Water Improvement Plan:* The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, square footage details of the largest building, total square foot of ALL floors in a multifloored building, square foot size of entire site, and description of what is being constructed/occupancy type. Once approved by Fire Department, applicant will provide stamped/approved W.I.P

to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

92. *Combustible Protection:* Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
93. *Fire Sprinkler-NFPA #13:* An automatic fire sprinkler system complying with NFPA 13, and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.
94. *Fire Alarm, Waterflow Monitoring:* A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
95. *Smoke Removal:* An automatic smoke removal system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall submit three (3) sets of detailed smoke removal system plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.
96. *Fire Extinguishers:* Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.
97. *Commercial (large facility) Addressing:* Commercial and industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1
98. *Key Box:* An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4

99. *Security Gates:* In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3
100. *Material Identification Placards:* The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704.
101. *High-Piled Storage:* The applicant shall submit an application for a High-Piled Storage permit for storage of over 12' in height of Class I-IV commodities and/or over 6' in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.
102. *Secondary Access:* The development shall have a minimum of two (2) points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1
103. *San Bernardino County Fire Standards/Codes:* Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS OF APPROVAL

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:

Order No:

WHEN RECORDED MAIL

DOCUMENT TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn.: City Clerk

Space Above This Line for Recorder's Use Only
Exempt from Recording Fees Pursuant
to Gov. Code §§ 27383, 6103

**FONTANA CITRUS AVENUE INDUSTRIAL WAREHOUSE PROJECT
DEVELOPMENT AGREEMENT No. 23-096**

BETWEEN

**THE CITY OF FONTANA,
a California municipal corporation**

and

**CHIPT FONTANA CITRUS AVENUE, L.P.,
a Delaware limited partnership**

Dated as of April 9, 2024 for reference purposes

RECORDING REQUESTED BY:

Order No:

WHEN RECORDED MAIL

DOCUMENT TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn.: City Clerk

Space Above This Line for Recorder's Use Only
Exempt from Recording Fees Pursuant
to Gov. Code §§ 27383, 6103

**FONTANA CITRUS AVENUE INDUSTRIAL WAREHOUSE PROJECT
DEVELOPMENT AGREEMENT No. 23-096**

BETWEEN

**THE CITY OF FONTANA,
a California municipal corporation**

and

**CHIPT FONTANA CITRUS AVENUE, L.P.,
a Delaware limited partnership**

Dated as of April 9, 2024 for reference purposes

**FONTANA CITRUS AVENUE INDUSTRIAL WAREHOUSE PROJECT
DEVELOPMENT AGREEMENT No. 23-096**

This **FONTANA CITRUS AVENUE INDUSTRIAL WAREHOUSE PROJECT DEVELOPMENT AGREEMENT No. 23-096** ("**Development Agreement and/or Agreement**") is entered into by the City of Fontana, a California municipal corporation (hereinafter "**City**"), and CHIPT FONTANA CITRUS AVENUE, L.P., a Delaware limited partnership (hereinafter "**Owner**"). This Agreement is dated April 9, 2024 for reference purposes only; it will not become effective until the "**Effective Date**" (defined below). City and Owner are sometimes collectively referred to in this Agreement as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS, City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, Owner has requested that City enter into this Development Agreement with respect to that certain real property located on Slover Avenue in the City, consisting of 21 parcels identified as Assessor's Parcel Numbers ("**APNs**") 0251-151-41, 0251-151-09, 0251-151-39, 0251-151-40, 0251-151-42, 0251-151-43, 0251-151-15, 0251-151-16, 0251-151-14, 0251-151-19, 0251-151-20, 0251-151-21, 0251-151-22, 0251-151-10, 0251-151-44, 0251-151-07, 0251-151-04, 0251-151-03, 0251-151-18, 0251-151-05, and 0251-151-06, as more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** to this Agreement (the "**Property**"), and proceedings have been taken in accordance with the rules and regulations of City; and

WHEREAS, by electing to enter into this Agreement, City shall bind the City, including current and future City Councils of City, by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of City; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by City and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, prior to the adoption of the Development Approvals described in this Agreement, the City Council has reviewed and considered the Mitigated Negative Declaration ("**MND**") and made findings concerning the mitigation measures and adopted a Mitigation Monitoring and Reporting Program ("**MMRP**") in accordance with CEQA and the State and City CEQA Guidelines; and

WHEREAS, Owner has filed an application for, and the City Council has approved, **General Plan Amendment (GPA) No. 22-009, Zone Change Amendment (ZCA) No. 22-009, Design Plan Review (DRP) No. 22-054 and Tentative Parcel Map No.20834**; and

WHEREAS, this Agreement and the Project are consistent with the City's Comprehensive General Plan and Zoning Code (as defined in Section 1 below), as amended; and

WHEREAS, all actions taken and approvals given by City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, Development (as defined in Section 1 below) of the Property in accordance with this Agreement and Development Plan (as defined in Section 1 below) will provide substantial benefits to City and will further important policies and goals of City; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly Development of the Property, ensure the installation of necessary improvements, provide for public services appropriate to the Development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, Owner has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure the vesting of its legal rights to develop the Property in accordance with this Agreement and Development Plan.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 ***Definitions.*** *The following terms when used in this Agreement shall be defined as follows:*

1.1.1 ***"Agreement"*** means this Development Agreement.

1.1.2 ***"City"*** means the City of Fontana, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 ***"Owner"*** means CHIPT FONTANA CITRUS AVENUE, L.P., a Delaware limited partnership, and its successors in interest to all or any part of the Property.

1.1.4 ***"Development"*** means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; the construction of site work and the installation of landscaping. "Development" does not include the repair, reconstruction or redevelopment of any building, structure, improvement, or facility after the construction and completion thereof if undertaken during the Term of this Agreement.

1.1.5 **"Development Agreement Policies"** means those certain development agreement policies approved by City pursuant to Ordinance No.____, adopted on ____ as may be amended, as Resolution No. ____, adopted on____, as may be amended.

1.1.6 **"Development Approval(s)"** means all permits and other entitlements subject to approval or issuance by City in connection with the Development of the Property as set forth in attached **Exhibit "C"**, including, but not limited to: general plan amendments; zone changes; tentative and final subdivision and parcel maps; design review; conditional use permits; zoning; and grading and building permits.

1.1.7 **"Development Exaction"** means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of Development on the environment or other public interests, including those imposed in accordance with the MMRP.

1.1.8 **"Development Impact Fee"** means a monetary exaction other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by City to the applicant in connection with the approval of a Development for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 **"Development Plan"** means the existing Development of the Property permitted by the Existing Development Approvals and the Existing Land Use Regulations applicable to Development of the Property.

1.1.10 **"Effective Date"** means the date this Agreement is recorded with the Office of the San Bernardino County Recorder.

1.1.11 **"Existing Development Approvals"** means all Development Approvals approved or issued prior to, or as of, the Effective Date. Existing Development Approvals includes the Development Approvals described on the attached **Exhibit "C"** and all other Development Approvals which are a matter of public record on the Effective Date. The Existing Development Approvals are sufficient in order to develop the Property and to implement the Project as the Project is provided to the City to date.

1.1.12 **"Existing Land Use Regulations"** means all Land Use Regulations in effect on the Effective Date.

1.1.13 **"General Plan"** means the General Plan adopted on [DATE] by Ordinance No. [NUMBER].

1.1.14 **"Land Use Regulations"** means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including,

without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property. "**Land Use Regulations**" do not include any City ordinance, resolution, code, rule, regulation, or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

1.1.15 "**Mitigated Negative Declaration**" means the Mitigative Declaration prepared for the Project.

1.1.16 "**Mitigation Monitoring and Reporting Program**" or "**MMRP**" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required environmental impact mitigation measures approved by City Council Resolution No. _____, 2024 in conjunction with the City Council's certification of the MND.

1.1.17 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns in interest to all or any part of the Property.

1.1.18 "**Parcel Map**" means the subdivision map identified in City records as Tentative Parcel Map No. 20834 and approved by the City Council on _____, 2024.

1.1.19 "**Project**" means the Development of the Property contemplated by the Development Plan as referenced in 1.1.9, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement. The Project will consist of a logistics facility totaling approximately 355,995 square feet.

1.1.20 "**Property**" means the certain real property located on Slover Avenue in the City, consisting of 21 parcels identified as Assessor's Parcel Numbers (APNs) 0251-151-03 through -07, -09, -10, -14, -15, -16, -18, -19, -20, -21, -22, -39, -40, 41, -42, -43, and -44, as more particularly described in **Exhibit "A"** and shown on **Exhibit "B"** to this Agreement.

1.1.21 "**Reservations of Authority**" means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.22 "**Subdivision Map Act**" means Government Code Sections 66410, et seq.

1.1.23 "**Subsequent Development Approvals**" means all Development Approvals required subsequent to the Effective Date in connection with the Development of the Property.

1.1.24 "**Subsequent Land Use Regulations**" means any Land Use Regulations adopted and effective after the Effective Date.

1.1.25 "**Term**" has the meaning given in Section 2.3 of this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” –Development Approvals

2. **GENERAL PROVISIONS**

2.1 **Binding Effect of Agreement.** The Property is hereby made subject to this Agreement. The Development of the Property is hereby authorized and shall be carried out in accordance with the provisions of this Agreement.

2.2 **Property Ownership and Interest.** The Owner represents and covenants that it is the legal or equitable owner of the fee simple title to the Property. To the extent Owner does not own fee simple title to the Property, Owner shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue for a period of five (5) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 **Sale or Assignment.**

2.4.1 **Right to Assign.** Subject to the City's written consent, which shall not be unreasonable withheld, delayed or conditioned, Owner shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) to any person, partnership, joint venture, affiliate, firm, or corporation at any time; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with 1) an executed agreement, in a form reasonably acceptable to City, executed by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement; and 2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any

purchaser, transferee or assignee to execute this Agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such Agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, Owner shall continue to be obligated to the terms and conditions under this Agreement as to that portion of the Property sold, transferred or assigned, unless Owner is given a release in writing by City Manager or City Planning Director, which release shall be provided upon the full satisfaction by Owner of all of the following conditions:

(a) Owner no longer has a legal or equitable interest in all or any part of the Property sold, transferred or assigned.

(b) Owner is not then in default under this Agreement.

(c) Owner has provided City with the notice and executed assignment and assumption agreement required under Subsection 2.4.1(b) above.

(d) In the event Owner still has a security instrument on file with the City at the time of transfer, the purchaser, transferee or assignee shall provide City with security equivalent to any security in place with the City and previously provided by Owner to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer, or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of the Owner with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The Owner of the Retained Property shall be liable for the performance of all obligations of the Owner with respect to the Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portions thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the Owner.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of Section 2.4.

2.5 **Amendment or Cancellation of Agreement.** This Agreement may be amended or canceled in whole or in part only by written consent of both Parties in the manner provided for in Government Code Sections 65865.1 or 65868 and the Development Agreement Policies. Any

amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. This provision shall not limit any remedy of City or Owner for a Party's breach of the Agreement as provided by this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance.

2.6 **Termination.** This Agreement shall terminate and be of no further effect upon the occurrence of any of the following events:

2.6.1 Payment of the Public Benefit Fee contained in Section 4.3.

2.6.2 Expiration of the Term of this Agreement as set forth herein.

2.6.3 Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

2.6.4 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

2.6.5 The completion of the Project in accordance with the terms of this Agreement, including, without limitation, the issuance of all required occupancy permits and acceptance by City (or other applicable public agency) of any required public dedications.

2.6.6 Termination by the City upon a Default by Owner, as provided in this Agreement.

2.6.7 Termination of this Agreement will not operate to automatically terminate any Development Approvals or other land use entitlements approved for the Property. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4 of this Agreement by Owner to City on which construction has not yet begun shall be refunded to Owner by City.

2.6.8 The obligation of Owner to pay the Public Benefit Fee as set forth in Section 4.3 shall have been satisfied and if it has not been satisfied, then shall survive the termination of this Agreement until all buildings have been constructed on the Property pursuant to the Development Plan or otherwise.

2.7 **Notices.**

2.7.1 As used in this Agreement, "**Notice**" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

2.7.2 All Notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, postage and postal charges prepaid, and addressed to the recipient named below; or (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier. All Notices shall be addressed as follows:

If to City:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Manager
Telephone: (909) 350-7600

If to Owner:

CHIPT Fontana Citrus Avenue, L.P.
527 W. 7th Street, Suite 200
Los Angeles, CA 90014
Attn: Philip J. Prassas

with a copy to:

Best, Best & Krieger, LLP
2855 East Guasti Rd., Suite 400
Ontario, CA 91761
Attn: Fontana City Attorney
Telephone: (909) 989-8584

with a copy to:

CHIPT Fontana Citrus Avenue, L.P.
3819 Maple Avenue
Dallas, TX 75219
Attn: Lacey Sharkey

and to:

Allen Matkins Leck Gamble Mallory &
Natsis LLP
Attn: Jonathan Shardlow
2010 Main Street, 8th Floor
Irvine, CA 92614-7214

and to:

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, TX 75201
Attn: Greg Zimmerman

2.7.3 Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. **DEVELOPMENT OF THE PROPERTY**

3.1 **Rights to Develop.** Subject to the terms of this Agreement, including the Reservations of Authority, Owner shall have the vested right to develop the Property in accordance with the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise its reasonable discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein. City shall accept for processing, review, and action all applications for Subsequent Development Approvals and such applications shall be processed in the normal manner for processing such matters.

3.3 **Timing of Development.** The Parties acknowledge that Owner cannot at this time predict when or the rate the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is City's and Owner's intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan as set forth herein.

3.4 **Reserved.**

3.5 **Changes and Amendments.**

3.5.1 The Parties acknowledge that refinement and further Development of the Project may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. During the Term of this Agreement, if Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C" and may be further changed from time to time as provided in this Section 3.5.

3.5.2 Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement; but instead will require only the approval of City's Director of Planning; provided the change does not:

- (a) Alter the permitted uses of the Property as a whole; or
 - (b) Increase the density or intensity of use of the Property as a whole;
- or
- (c) Increase the maximum height and size of permitted buildings; or
 - (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or
 - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

The provisions of this Agreement require a close degree of cooperation between the City and the Owner. It is anticipated due to the term of this Agreement that refinements to the Development Approvals may be appropriate with respect to the details of performance of the City and the Owner. To the extent allowable by law, the Owner and City shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement and exhibits thereto. When and if the Owner finds it necessary or appropriate to make adjustments or clarifications, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("**Operating Memoranda**") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Manager shall be authorized in his sole discretion, after consultation with the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without Planning Commission or City Council action and without public hearing. Although other matters may also fall within the scope of Operating Memoranda, any amendment to this Agreement which does not relate to the Term, permitted uses of the Project, provisions for the reservation or dedication of land, grant of easement, or the conditions, terms, restrictions and requirements relating to Subsequent Development Approvals of City, revisions to Public Benefits (other than to the time for performance of such Public Benefits) or monetary exactions of Owner, shall be considered an "Operating Memorandum".

3.6 **Reservations of Authority.**

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations and fees and expenses shall apply to the Development of the Property (collectively, the "**Reservations of Authority**"):

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City.

(d) Regulations imposing Development Exactions; During the initial Term of this Agreement, no such subsequently adopted Development Exaction shall be applicable to Development of the Property unless such Development Exaction is applied uniformly to development throughout the City. No such subsequently adopted Development Exaction within the aforementioned timeframe shall apply if its application to the Property would physically prevent Development of the Property for the uses and to the density or intensity of Development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Article 4 of this Agreement, City shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Article 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in conflict with the Agreement or Development Plan but that are reasonably necessary to eliminate or mitigate a serious threat to public health and safety. To the extent possible, any such regulations shall be applied uniformly to other similar projects within the City and construed so as to provide Owner with the rights and assurances provided under this Agreement.

(f) Regulations that are not in conflict with the Agreement or Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of Development of the Property, , shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the Development of the property during the Term of this Agreement.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the Owner consents in writing.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or on the basis of any Subsequent Land Use Regulation which does not conflict with the Development Plan. Upon approval of any Subsequent Development Approval, such Subsequent Development Approval shall be deemed vested pursuant to the provisions of this Agreement, without any further action by City or Owner being required.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.6.4 Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 **Public Works.** To the extent required by the Development Plan, Owner shall construct all public improvements related to the Project in accordance with City's or other applicable public agency's then applicable public works engineering standards.

3.8 **Provision of Real Property Interests by City.** In any instance where Owner is required to construct any public improvement on land not owned by Owner or the City, Owner shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event Owner is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by Owner and upon Owner's provision of adequate security for costs City may reasonably incur, City shall negotiate the purchase of the necessary real property interests to allow Owner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. Owner shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the Parties to impose upon the Owner an enforceable duty to acquire land or construct any public improvements on land not owned by Owner, except to the extent that the Owner elects to proceed with the Development of the Project, and then only in accordance with valid conditions imposed by the City upon the Development of the Project under the Subdivision Map Act or other legal authority.

3.9 **Regulation by Other Public Agencies.** It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the Development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

3.10 **Tentative Tract Map And Other Development Approval Extensions.** With respect to applications by Owner for tentative subdivision maps for portions of the Property, City agrees that Owner may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of City's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each

tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The City's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with Development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to Owner, then and to that extent the rights and protections afforded Owner under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, Development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. Owner shall contract with the City for City-owned or operated utilities serving the Project for such reasonable prices and on such reasonable terms as may be mutually agreed to between the Parties.

4. PUBLIC BENEFITS

4.1 Intent. The Parties acknowledge and agree that the Development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Development Impact Fees (DIF) shall be paid by Owner. The Development Impact Fee amounts to be paid by Owner shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the City to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by City to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by City.

4.2.2 Time of Payment. The fees required pursuant to this section shall be paid to City prior to the issuance of building permits. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for which such fees have not previously been paid.

4.3 **Public Benefit Fee.**

4.3.1 As consideration for City's approval and performance of its obligations as set forth in this Agreement, Owner agrees to pay to the City a one-time public benefit fee in the amount of Six Dollars (\$6.00) per building square foot, which is estimated to be Forty Nine Thousand Seven Hundred Twenty-Two Dollars (\$49,722.00) ("**Public Benefit Fee**"). Payment of the Public Benefit Fee shall be in addition to any other customary fees or charges to which the Project would otherwise be subject (e.g., development impact fees and application fees). The actual amount of the Public Benefit Fee shall be set, based upon the actual building square footage of the floor areas contained within the previously commercially zoned parcel, prior to the issuance of the first certificate of occupancy for the Project, and Owner shall pay the Public Benefit Fee to the City prior to the issuance of any certificate of occupancy for the Project. The Public Benefit Fee shall not increase during the Term of this Agreement.

4.3.2 The City has sole discretion to determine the uses for the Public Benefit Fee. The City has not designated a specific project or purpose for the Public Benefit Fee. Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fee, that its obligation to pay the Public Benefit Fee is an essential term of this Agreement, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the Public Benefit Fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise.

4.3.3 Notwithstanding any provision herein to the contrary, the obligation of Owner to pay the Public Benefit Fee as set forth in Section 4.3.1 shall survive the termination of this Agreement until all buildings have been constructed on the Property pursuant to the Development Plan or otherwise. If the Public Benefit Fee has not been paid prior to the expiration of the Term, payment of the Public Benefit Fee shall be waived and shall no longer be due and payable if the City, after expiration of the Term, amends the Existing Land Use Regulations so that the Project, or other uses which previously were permitted under the Existing Land Use Regulations, no longer are legally permitted.

5. **FINANCING OF PUBLIC IMPROVEMENTS.**

If deemed appropriate, City and Owner will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. City also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, Owner shall be reimbursed to the extent that Owner spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the Parties that nothing contained in this Agreement shall be construed as requiring City or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE

6.1 **Annual Review.** As required by California Government Code Section 65865.1, the Director of Planning will review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. Until the Public Benefit Fee is paid, Owner shall submit an Annual Monitoring Report, in a form acceptable to the Director of Planning within 30 days after written notice from the Planning Director. The Annual Monitoring Report shall be accompanied by a reasonable annual review and administration fee sufficient to defray the estimated reasonable costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 **Special Review.** The City Council may order a special review of Owner's compliance with this Agreement at any time. The Director of Planning will conduct the special review.

6.2.1 During either an annual or special review, the City will ascertain the good faith compliance by Owner with the terms of the Agreement.

6.2.2 Upon completion of an annual or special review, the Director of Planning will submit a report to the City Council setting forth the evidence concerning Owner's good faith compliance with this Agreement and his or her recommended finding on that issue.

6.2.3 If the City Council finds on the basis of substantial evidence that Owner has materially complied in good faith with the terms and conditions of this Agreement, then the review will be concluded.

6.2.4 If the City Council makes a preliminary finding that Owner has not materially complied in good faith with this Agreement, then, following notice and opportunity to cure, the City Council may modify or terminate this Agreement. Notice of Default shall be given to Owner prior to or concurrent with, proceedings under this Section.

7. PROCEEDINGS FOR MODIFICATION OR TERMINATION.

7.1 **Proceedings Upon Modification or Termination.** If, upon a finding under Subsection 7 that Owner has not materially complied in good faith with the terms and conditions of this Agreement, and City determines to proceed with modification or termination of this Agreement, then City shall give written notice to Owner of its intention so to do. The notice shall be given at least twenty (20) calendar days prior to the scheduled hearing and shall contain:

7.1.1 The time and place of the hearing;

7.1.2 A statement as to whether or not City proposes to terminate or to modify the Agreement; and

7.1.3 Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

7.2 **Hearing on Modification or Termination.** At the time and place set for the hearing on modification or termination, Owner shall be given an opportunity to be heard. Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on Owner. If the City Council reasonably finds, based upon clear and convincing evidence, that Owner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement pursuant to a written agreement between City and Owner negotiated and signed by both Parties and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council to terminate this Agreement shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

7.3 **Certificate of Agreement Compliance.** If, at the conclusion of an annual or special review pursuant to this Agreement, Owner is found to be in compliance with this Agreement, City shall issue a Certificate of Agreement Compliance (“**Certificate**”) to Owner stating that after the most recent annual or special review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in Default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or special review. Owner may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the annual or special review, but was concealed from the Planning Director or City Council.

8. **DEFAULT AND REMEDIES**

8.1 **Remedies in General.** The Parties agree that the City would not have entered into this Agreement if it were to be liable for damages under this Agreement, or with respect to this Agreement or the application itself.

8.1.1 In general, and subject to those procedural prerequisites required under the Development Agreement Policies or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that City shall not be liable in monetary damages to Owner, or to any successor in interest of Owner, or to any other person, and Owner covenants not to sue for damages or claim any monetary damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment, or restriction of any right or interest conveyed, provided under or arising under this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance.

8.2.1 The Parties acknowledge that monetary damages and remedies at law generally are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all Parties for the following reasons:

(a) Monetary damages are unavailable against City as provided in Subsection 8.1.1 above.

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such time, Owner may be precluded from other options it may have had with regard to the Property or any portions thereof. Moreover, Owner has invested significant time and resources in the planning and processing of the Project. Owner will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Owner for such efforts.

8.3 **Release.** Except for non-monetary remedies, including the remedy of specific performance as provided in Section 8.2, Owner, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary damages, whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 **City's Termination of Agreement or Exercise of Other Remedies Upon Owner's Default.** City may terminate this Agreement as to all or a portion of the Property upon Owner's failure to perform any material duty or obligation under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "**Default**"); provided, however, City may terminate this Agreement pursuant to this Section only after providing written notice to Owner of default setting forth the nature of the default and the actions, if any, required by Owner to cure such default and, where the default can be cured, if Owner fails to cure the default within sixty (60) days after its receipt of the notice, or if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time, and Owner fails to commence the actions necessary to cure the Default within sixty (60) days and to diligently proceed to cure the default.

8.5 **Owner's Termination of Agreement or Exercise of Other Remedies Upon City's Default.** Owner may terminate this Agreement only in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently

proceed to complete such actions and cure such default. The Parties may also modify this Agreement as set forth in Section 8.

8.6 Informal Resolution. The Parties recognize that good faith disagreements may arise between City and Owner during the administration and implementation of this Agreement. The Parties will meet and confer in a good-faith attempt to resolve any dispute and will consider alternative dispute resolution mechanisms.

9. THIRD PARTY LITIGATION

9.1 General Plan Litigation. City has determined that this Agreement is consistent with its Comprehensive General Plan, herein called General Plan, and that the General Plan meets all requirements of law. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third-Party Litigation Concerning Agreement. Owner shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officers and employees from any claim, action or proceeding against City, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if City fails to cooperate in the defense, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless City. City may in its discretion participate in the defense of any such claim, action or proceeding. Anything in this Agreement to the contrary notwithstanding, the Term set forth in Section 2.3 of this Agreement and the expiration date of all Development Approvals will automatically be extended by the longer of (i) the number of days in the period commencing on the date of filing any legal action of the type described in this Section and ending on the date that the claim, action or proceeding is either settled or fully and finally resolved in City's and Owner's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final and non-appealable judgment or decisions; or (ii) the number of days in the period commencing on the date that a referendum conceding the Development Approvals is timely qualified for the ballot and the date that a referendum is certified resulting in upholding and approving the Development Approvals. City will execute, in recordable form, any instrument which Owner may reasonably require to evidence the extension.

9.3 Indemnity. In addition to the provisions of Section 10.2, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Owner's employees included) or any other element of damage of any kind or nature, relating

to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims and damages to the extent caused by the negligence or willful misconduct of City or its officers, agents, employees, contractors, subcontractors, and independent contractors. Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such legal action.

9.4 Environmental Assurances. Owner shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 10.2, 10.3 and 10.4 herein, City reserves the right to either (1) approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Owner shall reimburse City upon written request for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor. If City chooses to conduct its own defense, City's separate counsel's billing rates shall be identical to the rates City pays for its typical municipal litigation rates for legal challenges for the type being defended.

10. MORTGAGEE PROTECTIONS

11.1 The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the City in

the manner specified herein for giving notices, shall be entitled to receive written notification from City of any Default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the Default during the remaining cure period allowed Owner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

10.2 Deposit of Legal Defense Costs. In the event of any litigation or legal challenge filed against City as described in this Section 10, then within twenty (20) calendar days following written demand by City therefor, Owner shall deposit with City funds into a deposit account maintained by City ("**Fund**") to reimburse City for City's costs and expenses, including without limitation reasonable attorney's fees, ultimately incurred by City to defend any such claim, action, or proceeding. The initial deposit shall be the sum of fifty thousand dollars (\$50,000). The Fund, once established, shall at all times contain an amount necessary to cover not less than three (3) months of budgeted or anticipated expenditures by City relating to City's defense of such claim, action, or proceeding, including any and all appeals from decisions related thereto, as such budgeted or anticipated expenditures are determined by City in its reasonable discretion. For such purposes, City may from time to time, in City's reasonable discretion, make written demand upon Owner for deposit of additional funds by Owner into the Fund, in which event Owner shall deposit such additional funds into the Fund within twenty (20) calendar days following written demand by City.

11. MISCELLANEOUS PROVISIONS

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. Any modifications to this Agreement must be in writing and signed by both Parties. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the public benefits set forth in this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All Section headings and subheadings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one Owner, all obligations of such Owner under this Agreement shall be joint and several, and the Default of any such Owner shall be the Default of all such Owners. Notwithstanding the foregoing, no Owner of a single lot which has been finally subdivided and sold to such Owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the Default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, epidemics, pandemics, other acts of God, fires, wars, riots or similar hostilities, shortages of material or labor, strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the Party's control. If any such events

shall occur, the Term of this Agreement and the time for performance by either Party of any of its obligations hereunder will be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances due to a force majeure event for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

11.13 Successors in Interest. Except as specifically set forth in this Agreement, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to the Development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts; No Electronic Transactions. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument. In no event shall this Agreement be entered into, executed, terminated, altered, amended or modified by electronic mail or electronic record. Except as otherwise herein provided, this Agreement may be changed or modified only by written instrument signed by duly authorized officers or representatives of the Parties hereto.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the Development of private property by the Owner of such property.

11.17 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

11.19 **Agent for Service of Process.** In the event Owner is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, Owner shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Owner. If for any reason service of such process upon such agent is not feasible, then in such event Owner may be personally served with such process out of this County and such service shall constitute valid service upon Owner. Owner is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. Owner for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 **Authority to Execute.** The person or persons executing this Agreement on behalf of Owner warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

[Signatures on following pages]

**SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF FONTANA
AND XXX**

City

CITY OF FONTANA,
a California municipal corporation

By: _____
Acquanetta Warren, Mayor

By: _____
Matthew C. Ballantyne, City Manager

**CHIPT Fontana Citrus Avenue, L.P.,
a Delaware limited partnership**

By: CHIPT Fontana Citrus Avenue GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: CHIPT Fontana Citrus, L.P.,
A Delaware limited partnership,
its manager

By: CHI West 119 Citrus Boyle, L.P.,
a Delaware limited partnership,
its general partner

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
[Name], Vice President

ATTEST:

By: _____
 Germaine Key, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

Ruben Duran, City Attorney

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, 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_____

(Seal)

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, 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_____

(Seal)

EXHIBIT A

TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FONTANA AND CHIPT FONTANA CITRUS AVENUE, L.P.

Legal Description of the Property

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows: TENTATIVE PARCEL MAP NO. 20834, BEING A DIVISION OF THE FOLLOWING:

ASSESSORS PARCEL NUMBERS

0251-151-07-0-000 (AFFECTS PARCEL 1)
0251-151-10-0-000 (AFFECTS PARCEL 2)
0251-151-14-0-000 (AFFECTS PARCEL 3)
0251-151-15-0-000 (AFFECTS PARCEL 4)
0251-151-16-0-000 (AFFECTS PARCEL 5)
0251-151-41-0-000 (AFFECTS PARCEL 6)
0251-151-39-0-000 (AFFECTS PARCEL 7)
0251-151-40-0-000 (AFFECTS PARCEL 8)
0251-151-43-0-000 (AFFECTS PARCEL 9)
0251-151-42-0-000 (AFFECTS PARCEL 10)
0251-151-09-0-000 (AFFECTS PARCEL 11)
0251-151-44-0-000 (AFFECTS PARCEL 12)
0251-151-19-0-000 (AFFECTS PARCEL 13)
0251-151-20-0-000 (AFFECTS PARCEL 14)
0251-151-21-0-000 (AFFECTS PARCEL 15)
0251-151-22-0-000 (AFFECTS PARCEL 16)
0251-151-05-0-000 (AFFECTS PARCEL 17)
0251-151-18-0-000 (AFFECTS PARCEL 18)
0251-151-06-0-000 (AFFECTS PARCEL 19)
0251-151-03-0-000 (AFFECTS PARCEL 20)
0251-151-04-0-000 (AFFECTS PARCEL 21)

PARCEL 1:

THE EAST 1 ACRE OF THE WEST 2.87 ACRES OF THE EAST 8.74 ACRES OF THE SOUTH 11.77 ACRES OF LOT 741, ACCORDING TO PLAT SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS. EXCEPTING NORTH 150 FEET THEREOF.

PARCEL 2:

THE EAST 1.00 ACRE OF THE WEST 3.03 ACRES OF THE SOUTH 11.77 ACRES OF LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES ARE COMPUTED TO STREET CENTERS.

PARCEL 3:

THE WEST 92 FEET OF THE NORTH 132 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY. EXCEPTING THEREFROM THE NORTH 10 FEET THEREOF. ALSO EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM EQUITABLE SAVINGS AND LOAN ASSOCIATION, A CORPORATION, RECORDED OCTOBER 6, 1969, IN BOOK 7315, PAGE 33, OFFICIAL RECORDS. NOTE: AREAS AND DISTANCES ARE COMPUTED TO STREET CENTERS.

PARCEL 4:

THE WEST 86 FEET OF THE EAST 166.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO; EXCEPT THE SOUTH 160 FEET; ALSO EXCEPT THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES. NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 5:

THE EAST 80.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. EXCEPT THE NORTH 10 FEET THEREOF RESERVED FOR ROAD PURPOSES. ALSO EXCEPTING THEREFROM THE SOUTH 160 FEET. AREAS AND DISTANCES OF THE ABOVE DESCRIBED SUBDIVISION INDICATE THAT THE SAME ARE COMPUTED TO STREET CENTERS.

PARCEL 6:

THE NORTH 142 FEET OF THE EAST 85 FEET OF THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF LOT 741, EXCEPT THE NORTH 10 FEET, MEASURED TO STREET CENTER LINES, AS PER MAPS SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 PAGE 12 OF MAPS, RECORDS OF SAID COUNTY.

NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 7:

PARCEL A:

THE SOUTH 160 FEET OF THE EAST 80.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL B:

THE SOUTH 160 FEET OF THE WEST 86 FEET OF THE EAST 166.16 FEET OF THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL C:

THE WEST 2.325 ACRES OF THE EAST 8.195 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THE NORTH 132 FEET OF THE WEST 92 FEET.

ALSO EXCEPT THEREFROM THE EAST 166.16 FEET, AND ALSO EXCEPT THEREFROM THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 8:

THE EAST 197 FEET OF THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 42 FEET OF THE EAST 85 FEET.

ALSO EXCEPT THEREFROM THE NORTH 10 FEET RESERVED FOR ROAD PURPOSES.

ALSO EXCEPT THEREFROM PORTION OF THE LAND CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION IN GRANT DEED RECORDED JUNE 28, 2010 AS INSTRUMENT NO. 2010-0257563 OF OFFICIAL RECORDS.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 9:

THE NORTH 150 FEET OF THE WEST 1.87 ACRES OF THE EAST 7.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 10:

THE WEST 3.555 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 197 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTH 10 FEET THEREOF, AS CONVEYED TO THE COUNTY OF SAN

BERNARDINO, BY A DEED RECORDED SEPTEMBER 24, 1926, IN BOOK 134, PAGE 369, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, BY A DEED RECORDED FEBRUARY 24, 1958, IN BOOK 4444, PAGE 60, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM PORTION OF THE LAND CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION IN GRANT DEED RECORDED JUNE 28, 2010 AS INSTRUMENT NO. 2010-0257563 OF OFFICIAL RECORDS.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 11:

THE WEST 1 ACRE OF THE EAST 8.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL 12:

THE WEST 0.87 ACRES OF THE EAST 7.74 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741 ACCORDING TO SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 150 FEET.

NOTE: AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER OF ADJOINING STREETS AND ROADS, AS SHOWN ON SAID MAP.

PARCEL 13:

THE EAST 93 FEET OF THE WEST 186 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO PLAT SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12 RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTHERLY 10 FEET FOR ROAD PURPOSES. AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 14:

THE WEST 93 FEET OF THE EAST 186 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12 RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE NORTHERLY 10 FEET FOR ROAD PURPOSES. AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 15:

THE EAST 93 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES OF LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER CO., IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THE NORTHERLY 10 FEET RESERVED FOR ROAD PURPOSES. AREAS AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTER LINE OF ADJOINING STREETS AND ROADS.

PARCEL 16:

THE EAST 3.01 ACRES OF THE NORTH 11.75 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMITROPIC LAND AND WATER COMPANY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE EAST 134 FEET THEREOF. ALSO EXCEPTING THEREFROM THE NORTH 10 FEET TO BE RESERVED FOR ROAD PURPOSES. AREA AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 17:

THE WEST 1.43 ACRES OF THE EAST 5.87 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 60 FEET THEREOF. ACRES AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL 18:

THE WEST 93.00 FEET OF THE WEST 2.86 ACRES OF THE EAST 5.87 ACRES OF THE NORTH 11.75 ACRES, OF FARM LOT 741, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER CO., IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 12 OF MAPS, RECORDS OF SAID COUNTY. EXCEPTING THE NORTH 10.00 FEET FOR ROAD PURPOSES, AREAS AND DISTANCES ARE COMPUTED TO STREET CORNERS.

PARCEL 19:

THE WEST 60 FEET OF THE WEST 1.43 ACRES OF THE EAST 5.87 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. ACREAGE OF THE ABOVE DESCRIBED LOT IS COMPUTED TO THE CENTER OF ALL ADJOINING STREET AND ROADS, AS SHOWN ON SAID MAP. EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE LINES OF ANY PUBLIC RIGHTS OF WAY.

PARCEL 20:

THE WEST 200 FEET OF THE EAST 3.01 ACRES OF THE SOUTH 11.77 ACRES OF FARM LOT 741, ACCORDING TO MAP SHOWING THE SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL 21:

THE WEST ONE AND FORTY-THREE HUNDREDTHS (1.43) ACRES OF THE EAST FOUR AND FORTYFOUR HUNDREDTHS (4.44) ACRES, OF THE SOUTH ELEVEN AND SEVENTY-SEVEN HUNDREDTHS (11.77) ACRES OF FARM LOT NO. 741 ACCORDING TO THE MAP OF LANDS IN THE SAN BERNARDINO COUNTY, CALIFORNIA, BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, RECORDED IN BOOK 11, AT PAGE 12, RECORDS OF SAID COUNTY. MEASUREMENTS COMPUTED FROM CENTER OF ADJOINING STREET.

EXHIBIT B

**TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF FONTANA AND CHIPT FONTANA CITRUS AVENUE, L.P.**

Map Showing Project Location

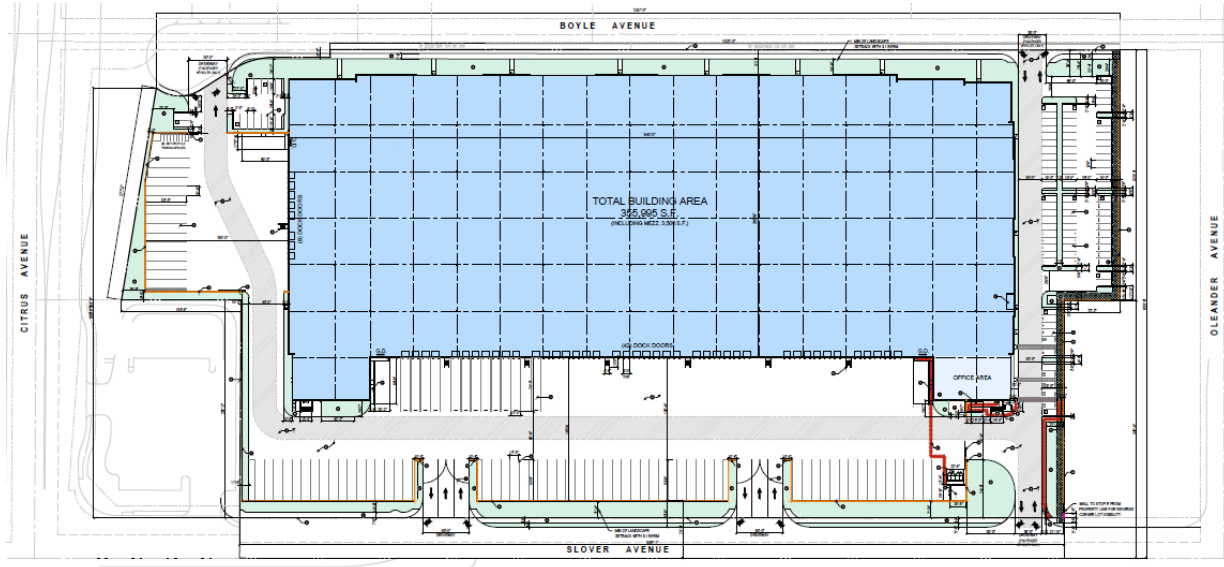


EXHIBIT C

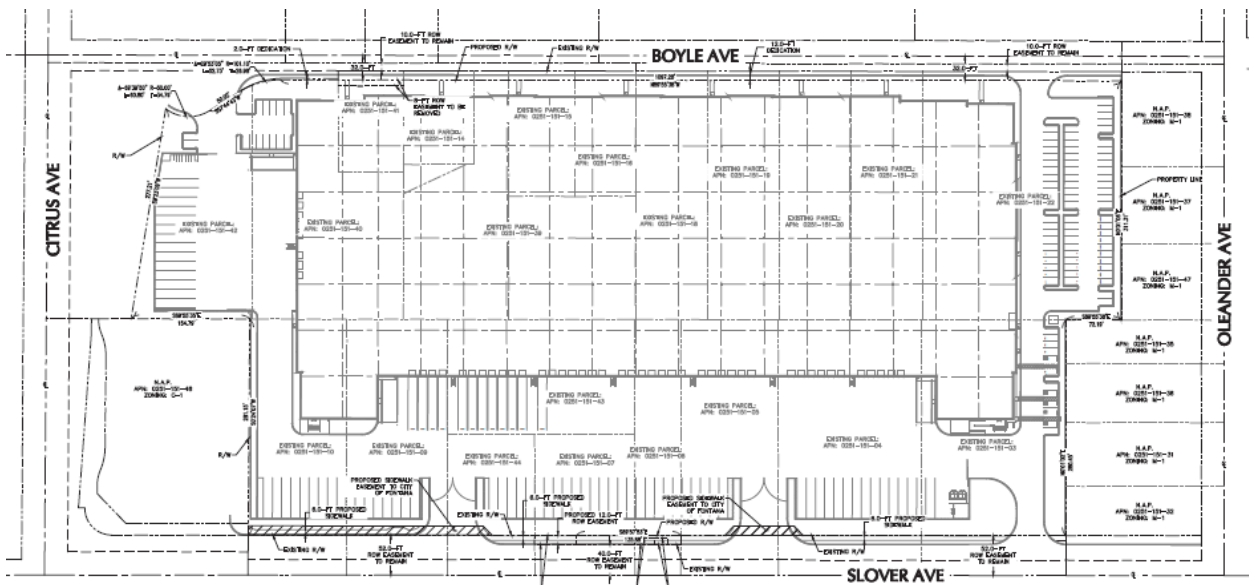
TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FONTANA AND CHIPT FONTANA CITRUS AVENUE, L.P.

Development Approvals

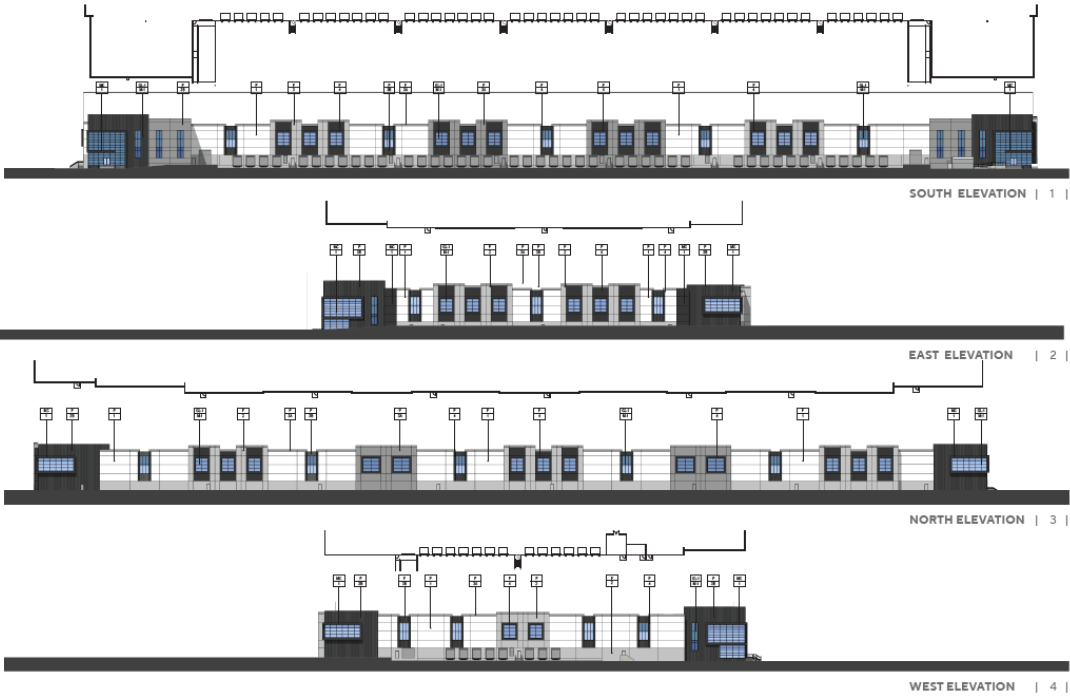
SITE PLAN



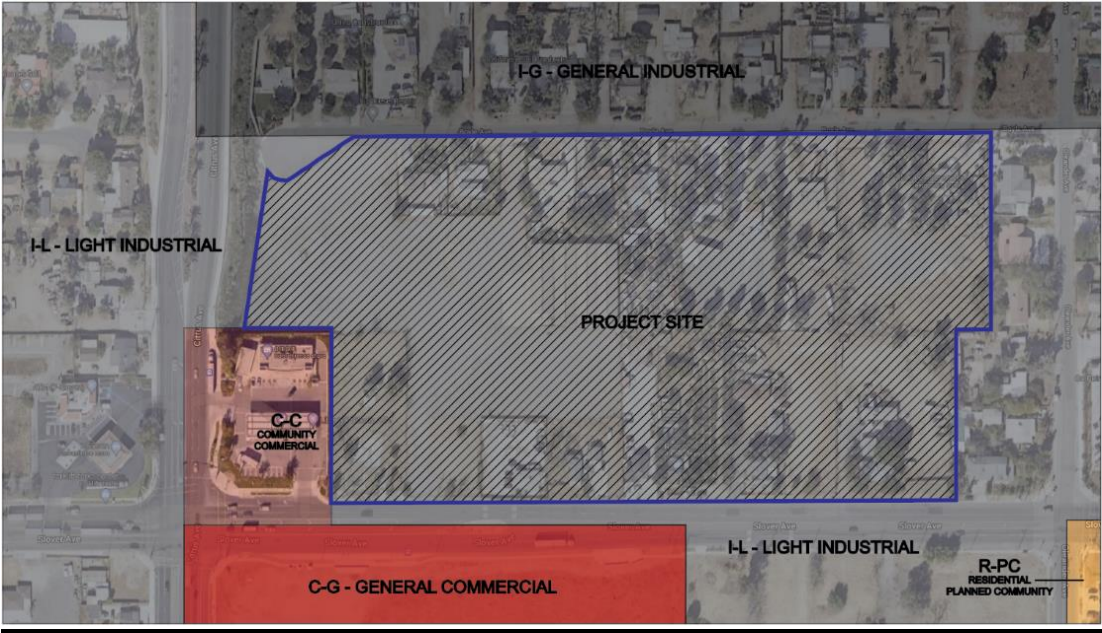
TENTATIVE PARCEL MAP NO. 20834



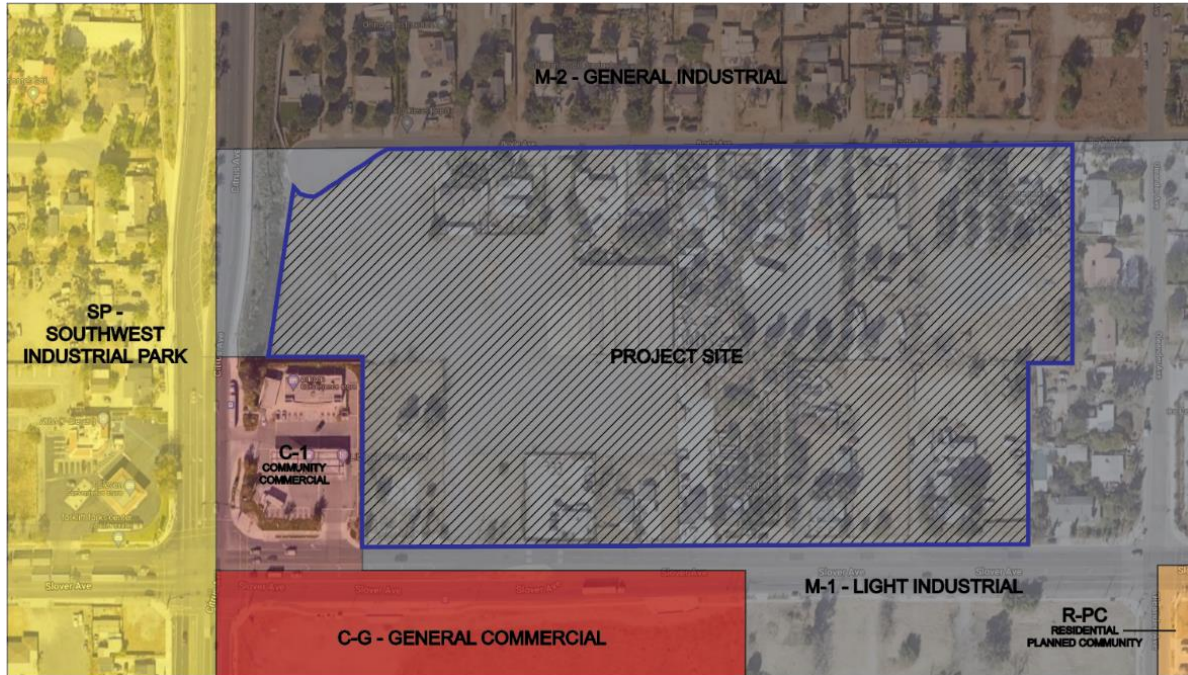
ELEVATIONS



GENERAL PLAN DESIGNATION – LIGHT INDUSTRIAL (I-L)



ZONING MAP DESIGNATION - LIGHT INDUSTRIAL (M-1)



NOTICE OF DETERMINATION

TO: X County Clerk, County of
San Bernardino

____ Office of Planning and Research

FROM: City of Fontana
Planning Department
8353 Sierra Avenue
Fontana, CA 92335

SUBJECT: Filing of Notice of Determination in Compliance with Section 21152 of the Public Resources Code.

Project Title: Master Case No. 22-115, General Plan Amendment No. 22-009, Zoning District Map Amendment No. 22-009, Tentative Parcel Map 20834 (TPM22-029), Design Review No. 22-054, and Development Agreement No. 23-096 Slover Avenue and Citrus Avenue Project.

State Clearinghouse Number: N/A

Name of Person or Agency carrying out project: Irene Romero – Associate Planner. City of Fontana (Lead Agency) 8353 Sierra Avenue, Fontana, CA 92335.

Project Location: The project site is located on north side of Slover Avenue, south of Boyle Avenue, south of Interstate (I) 10 freeway, and west of Citrus Avenue and east of Oleander Avenue. (APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44).

Project Description: Master Case No. 22-115, General Plan Amendment No. 22-009, Zoning District Map Amendment No. 22-009, Tentative Parcel Map 20834 (TPM22-029), Design Review No. 22-054, and Development Agreement No. 23-096 – A request to construct an industrial commerce building totaling approximately 355,995 square feet on a vacant lot totaling approximately 15.84 acres.

Project Proponent & Address: Irene Romero – Associate Planner, City of Fontana 8353 Sierra Avenue, Fontana CA 92335.

Contact Name & Phone: Crow Holdings, Jorge Garcia, (909) 358-7715

This is to certify that on April 9, 2024, the City Council of the City of Fontana approved the above-described project along with the aforementioned Mitigated Negative Declaration, and made the following determinations:

1. The project ____ will X will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
3. Mitigation measures X were ____ were not made a condition of the approval of the project.
4. A Statement of Overriding Considerations __ was X was not adopted for this project.
5. Findings __ were X were not made pursuant to the provisions of CEQA.
6. The location and custodian of the documents which comprise the record of proceedings for the Addendum are specified as follows:

Custodian: City of Fontana, Planning Department

Location: 8353 Sierra Avenue, Fontana, CA 92335

Salvador Quintanilla
Senior Planner

Date Received for Filing

Irene Romero

From: Philip Viramontes <viramontesphilip@yahoo.com>
Sent: Sunday, March 3, 2024 12:39 PM
To: Irene Romero; Irene Romero
Subject: Fw: Notice of Filing DRP22-000049 and TPM22-000022

CAUTION - EXTERNAL SENDER - THIS EMAIL ORIGINATED OUTSIDE OF THE CITY'S EMAIL SYSTEM
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

I would like to attach my previous comments concerning the CHIPT Fontana Citrus Avenue application to be on the record for the hearing that's set to take place for Master Case No. 22-115: General Plan Amendment No. 22-009, Zone District Map Amendment No. 22-009 Tentative Parcel Map No. 20834 (TPM No. 22-029), Design Review No. 22-054 and Development Agreement (AGR) No. 23-096. Thank you.

Philip Viramontes
909-578-1089

----- Forwarded Message -----

From: Philip Viramontes <viramontesphilip@yahoo.com>
To: iromero@fontana.org <iromero@fontana.org>
Sent: Thursday, September 1, 2022 at 09:05:32 AM PDT
Subject: Notice of Filing DRP22-000049 and TPM22-000022

Hello

I would like to just go on the record by saying. My name is Philip Viramontes and I am the property owner at 10446 Oleander Ave in the city of Fontana. The reason for this email is to express some concerns and questions about the Notice of Filing DRP22-000049 and TPM22-000022. I am not in support of this warehouse development at this time. I've seen from the map presented to me by real estate agent Luis Ramos from Colliers representing Crow Holdings that their intention is to leave all the homes on Oleander's west side between Boyle and Slover the way they are. His exact words to me were, "they don't want it, it's all just street dedication for the developer". I became aware of the developer's intentions when with an offer was presented to sell 16228 Slover Avenue another property that we own within this Notice of Filing. I am not against the warehouse development, but I am against having warehouses being put up north, east, south, and west of me without an option to sell and relocate. That's the situation we are in on Oleander. To my understanding some of my neighbors are potential sellers and I think moving forward and approving this Notice of Filing is not the right thing to do at this time. My family and I have lived in this neighborhood since the 80's and we understand the future plans for this area is warehouse development, however I think it should be done the right way. Not pick and choose what properties you want out of convenience. I've sold properties in this area in the past 10447 Oleander Fontana to Duke Realty and 16550 and 16547 Boyle Ave Fontana to Panattoni Development because they wanted to square off the whole block to make it look the way it should without homes stuck in the middle of these warehouses. It should be warehousing or homes, not both. As of now we still own 10446 Oleander Avenue Fontana, 16228 Slover Avenue Fontana, 16252 Boyle Avenue Fontana, 16236 Boyle Avenue Fontana, 16204 Boyle Avenue Fontana, and 16190 Boyle Avenue Fontana California 92337. Roughly over 6 acres. If the city chooses to approve this development, I don't see the reason in selling anymore property.

What options are we going to have should the city decide to move forward with this plan. What are we able to do with the properties being zoned M1 and M2 or at that point are they just homes stuck in the middle of warehouses? Also, are the plans being looked at from an environmental standpoint? How will traffic and noise affect us? Lastly, what is the appeals process? Thank you for your time.

Philip Viramontes
16190 Boyle Ave
Fontana, Ca. 92337
9095781089

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION AND NOTICE OF PUBLIC HEARING

***SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O
PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.***

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

Master Case No. 22-115: General Plan Amendment (GPA) No. 22-009, Zone Change Amendment (ZCA) No. 22-009, Tentative Parcel Map (TPM) No. 22-029, Design Review (DRP) No. 22-054 and Development Agreement (AGR) No. 23-096.

The applicant is requesting approval of a General Plan Amendment to amend the land use designation from Community Commercial (C-C) to Light Industrial (I-L), a Zoning District Map Amendment to amend the zoning designation from Community Commercial (C-1) to Light Industrial (M-1) for APN: 0251-151-10, a Tentative Parcel Map for the consolidation of twenty-one (21) parcels into one (1) parcel, and Design Review for site and architectural review to construct a 355,995 square foot industrial commerce building. The project will include site improvements of parking, landscaping, and other associated on-site and off-site improvements on a 15.84-acre project site. The applicant has also prepared a development agreement.

**Environmental
Determination:**

A Mitigated Negative Declaration (MND) has been prepared pursuant to Section 15070 of the California Environmental Quality Act and per Section 6.04 of the 2019 Local Guidelines for Implementing the California Environmental Quality Act.

Location:

The project site is located on the north of Slover Avenue and south of Boyle Avenue and on the east side of Citrus Avenue. (APNs: 0251-151-03 through -07, -09 and -10, -14 through -16, -18 through -22, and -39 through -44)





Date of Hearing: March 19, 2024

Place of Hearing: City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 PM

Should you have any questions concerning this project, please contact **Irene Romero Associate Planner**, at (909) 350-6658 or email at iromero@fontanaca.gov.

The period for comments regarding the mitigated negative declaration for this project is from February 27, 2024, to March 18, 2024. The initial study and proposed mitigated negative declaration are available for review at City Hall (8353 Sierra Avenue Fontana, CA 92335) and online at <https://www.fontanaca.gov/2137/Environmental-Documents>. Please submit your comments via email to **Irene Romero, Associate Planner**, at iromero@fontanaca.gov.

The project site is not listed as a hazardous waste site described in any lists as enumerated under Section 65962.5 of the Government Code.

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: February 23, 2024