City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Resolution No. PC 2026-011

Tuesday, April 21, 2026
6:00 PM

Steelworker's Auditorium

Planning Commission

Joe Armendarez, Chair
Ricardo Quintana, Vice Chair
Torrie Lozano, Secretary
Dylan Keetle, Commissioner
Idilio Sanchez, Commissioner

Welcome to a meeting of the Fontana Planning Commission.

Welcome to a meeting of the Fontana Planning Commission. Meetings are held at the Steelworker's Auditorium 8437 Sierra Avenue, Fontana, CA 92335. To address the Commission, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Steelworker's Auditorium is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

Para traducción en Español, comuniquese con la oficina,"City Clerk" al (909) 350-7602.

The City of Fontana is committed to ensuring a safe and secure environment for its residents to engage with the government. No oversized bags or backpacks (size limit of 14"x14"x6") will be allowed inside the Steelworker's Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworker's Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworker's Auditorium, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

PUBLIC COMMUNICATIONS:

This is an opportunity for citizens to speak to the Planning Commission for up to three minutes on items not on the Agenda, but within the Planning Commission's jurisdiction. The Planning Commission is prohibited by law from discussing or taking immediate action on non-agendized items.

A. Public Communications:

CONSENT CALENDAR:

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time Planning

Commission votes on them, unless a member of the Planning Commission requests a specific item be removed from the Consent Calendar for discussion.

CC-A **A Resolution of the Planning Commission of the City of Fontana Determining that the Acquisition of Certain Real Property Located at 15166 Foothill Boulevard, Identified as Assessor Parcel Number 1110-161-08-000, is in Conformance with the City of Fontana 2015-2035 General Plan; pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).** **26-0904**

RECOMMENDATION:
Planning Commission of the City of Fontana adopt Resolution No. 2026-011 Determining that the Acquisition of Certain Real Property Located at 15166 Foothill Boulevard, Identified as Assessor Parcel Number 1110-161-08-000, is in Conformance with the City of Fontana 2015-2035 General Plan and make CEQA findings pursuant to State CEQA Guidelines Section 15061(b)(3) and direct staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
15166 Foothill Boulevard, Assessor's Parcel Number 1110-161-08.

PROJECT PLANNER:
Patty Nevins, Director of Planning

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - PC Resolution for GP Consistency finding
Attachment No. 3 - Government Code

CC-B **A Resolution of the Planning Commission of the City of Fontana Determining that the Acquisition of Certain Real Property Identified as Assessor Parcel Numbers 1100-111-51 and 1100-091-71 is in Conformance with the City of Fontana 2015-2035 General Plan; pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).** **26-0905**

RECOMMENDATION:
Planning Commission of the City of Fontana adopt Resolution No. 2026-012 Determining that the Acquisition of Certain Real Property Identified as Assessor Parcel Numbers 1100-111-51

and 1100-091-71 is in Conformance with the City of Fontana 2015-2035 General Plan and make CEQA findings pursuant to State CEQA Guidelines Section 15061(b)(3) and direct staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Assessor's Parcel Number 1100-111-51 and 1100-091-71

PROJECT PLANNER:
Patty Nevins, Director of Planning

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - PC Resolution
Attachment No. 3 - Government Code

CC-C **A Resolution of the Planning Commission of the City of Fontana Determining that the Vacation, Abandonment and Disposition of portions of Cherry Avenue, located south of Aliso Drive, Assessor Parcel Numbers 0236-122-23 and 0236-122-22, is in Conformance with the City of Fontana 2015-2035 General plan, pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).** **26-0919**

RECOMMENDATION:
Consider the location, purpose, and extent of the proposed real property vacation, abandonment, and disposition described herein as required under Government Code Section 65402(a) and adopt Resolution No. PC 2026-013 finding that the proposed vacation, abandonment and disposition is in conformance with the City's General Plan, determining that the project is exempt under CEQA Guidelines Section 15060(b)(3) and directing staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
The locations of the proposed vacations are east of Cherry Avenue, south of Aliso Drive (APN's 0236-122-23 and

0236-122-22).

PROJECT PLANNER:
Esmeralda Gomez, Associate Engineer

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - PC Resolution No. 2026-013
Attachment No. 3 - Exhibit A
Attachment No. 4 - Exhibit B
Attachment No. 5 - Government Code Section 65402

CC-D Approval of Minutes of April 7, 2026. **26-0938**

Attachments: Draft Planning Commission Minutes of April 7, 2026

Approve Consent Calendar Items as recommended by staff.

PUBLIC HEARINGS:

To comment on Public Hearing Items, you may submit comments via e-mail at planning@fontanaca.gov. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 5:00 p.m. on the day of the meeting. You may also fill out a card at the meeting and give it to the City Clerk. Public Comments should be no longer than three (3) minutes. 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 delivered to the Planning Commission at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

(a) hearing opened
(b) written communication
(c) council/staff comments
(d) applicant comments
(e) oral - favor
(f) oral - opposition
(g) hearing closed

PH-A Master Case No. (MCN) 21-0128: Conditional Use Permit (CUP) No. 21-0021, Conditional Use Permit (CUP) No. 21-0025, and Administrative Site Plan (ASP) No. 21-0057 - A conditional use permit request for a proposed truck sales operation and a conditional use permit request for a proposed repair facility operation along with an administrative site plan request for the construction of an approximately 29,185 square foot building and associated site improvements on an approximately 1.9-acre, located at 14592 Boyle Avenue, (APN: 0236-051-13, -21, -29 and -30), pursuant to a Categorical **26-0910**

Exemption in accordance with CEQA Guidelines Section 15332.

RECOMMENDATION:
Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2026 - __, and,

1. Determine that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development) of , and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and

2. Approve Conditional Use Permit (CUP) No. 21-0021, and

3. Approve Conditional Use Permit (CUP) No. 21-0025, and

4. Approve Administrative Site Plan (ASP) No.21-0057

APPLICANT:
Jose Carcelan
GVT Trucking
P.O. Box 1917
Rancho Cucamonga, CA 91729

LOCATION:
The project site is located at 14592 Boyle Avenue (APNs: 0236-051-13, -21, -29 and -30).

PROJECT PLANNER:
Alejandro Rico, Associate Planner

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans
Attachment No. 3 - Resolution
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

PH-B Master Case No. 22-000011-R3: Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2), Minor Use Permit No. 25-0006, and Design Review No. 22-00005-R2 - A request for site and architectural approval for a proposed revision to a previously approved commercial center. Revisions include the 26-0907

reconfiguration of the site from five parcels to four parcels and the relocation of the carwash building, vacuums and canopies to the northwest portion of the site, pursuant to a previously approved Mitigated Negative Declaration for the Midland Plaza project in accordance with CEQA Guidelines Sections 15162 through 15164 et seq.

RECOMMENDATION:
Based on the information in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2026 -___; and,

1. Find that, pursuant to CEQA Guidelines Sections 15162 through 15164 et sec, the project has been reviewed under the previous Mitigated Negative Declaration for Tentative Parcel Map No. 20761 (TPM No. 22-000033), Conditional Use Permit No. 22-000002, Design Review No 22-000005 and has adequately identified that there will be no impacts associated with the project that cannot be mitigated, and no previously reviewed impact areas have substantially changed and direct staff to file a Notice of Determination; and,

2. Adopt a resolution approving Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2), Minor Use Permit No. 25-0006, and Design Review No. 22-000005-R2.

APPLICANT:
Core States Group
18215 72nd Avenue S
Kent, WA 98032

LOCATION:
The project site is located on the west side of Sierra Avenue between Baseline Avenue and Montgomery Avenue (APN: 0241-051-01, -02, -16, -17 and -32)

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans
Attachment No. 3 - Planning Commission Resolution, Findings and Conditions of Approval
Attachment No. 4 - Notice of Determination
Attachment No. 5 - Notice of Public Hearing

PH-C **Master Case No. 26-0011 and Municipal Code Amendment No. 26-0002: Fontana Municipal Code amendments to Chapter 30 to modify standards for outdoor dining and parking standards in the downtown core, make revisions to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses, pursuant to a categorical exemption from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3).** **26-0850**

RECOMMENDATION:
Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026-___; and,

1. Determine that the Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

2. Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 26-0002 to amend Chapter 30 of the Municipal Code.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Citywide

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

Attachments: Attachment No. 1 - Planning Commission Resolution/Exhibit A
Attachment No. 2 - Notice of Exemption.docx
Attachment No. 3 - Public Hearlng Notice

PH-D Master Case No. 23-0100: Development Agreement No. 23-0085R1 and Development Agreement No. 23-0085R2 - a request to amend and restate the previously approved Development Agreement (DA) for the Citrus/Oleander Industrial Commerce Center Project to allocate the provision of public benefit fees among properties in a manner consistent with Planning Commission Resolution No. 2025-040. **26-0937**

RECOMMENDATION:
Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026 -___, and forward a recommendation to the City Council to:

1. Determine that the recommended development agreement modifications are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

2. Determine that the development agreement modifications together with the underlying project were adequately analyzed in the previously certified Citrus and Oleander Avenue at Santa Ana Avenue Project Environmental Impact Report (EIR) (State Clearinghouse No. 2022110389) and its subsequent Addendum, and pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR is required because there are no substantial changes in the project or its circumstances, and no new information of substantial importance has been identified that would result in any new or more severe significant environmental impacts; and

3. Adopt an Ordinance approving Amended and Restated Development Agreement No. 23-0085R1, as to Assessor's Parcel Number 0255-021-17 (Acacia DA Amendment); and

4. Adopt an Ordinance approving Amended and Restated Development Agreement No. 23-0085R2, as to Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18,

0255-011-19 and 0255-011-25 thru 0255-011-32 (North Palisades DA Amendment).

APPLICANT:
Acacia Real Estate Group, Inc.
David B Pittman
260 Newport Center Drive, Suite No. 100
Newport Beach, CA 92660

North Palisade Partners, LLC
Brian Wong
303 N. Glenoaks Boulevard, Suite 340
Burbank, CA 91502

LOCATION:
The subject property includes Assessor's Parcel Number 0255-021-17 (Acacia Property), which is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, and Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 (North Palisades Property) which is located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue

PROJECT PLANNER:
DiTanyon Johnson, Planning Manager

Attachments: Attachment No. 1 - Vicinity Map - Acacia
Attachment No. 2 - Vicinity Map - North Palisades
Attachment No. 3 - Acacia and North Palisades DA Resolution
Attachment No. 4 - Development Agreement (AGR) 23-0085R1 for Acacia
Attachment No. 5 - Development Agreement (AGR) 23-0085R2 for North Palisades
Attachment No. 6 - Public Hearing Notice - AGR23-0085R1-Acacia
Attachment No. 7 - Public Hearing Notice - AGR23-0085R2 - North Palisades

UNFINISHED BUSINESS:

A. None

NEW BUSINESS:

A. None

DIRECTOR COMMUNICATIONS:

A. Director Communications:

DC-A Upcoming cases scheduled for City Council and Planning Commission. **26-0939**

An update of future City Council agenda items for May 12, 2026 for the Planning Commission's information.

An update of future Planning Commission agenda items for May 5, 2026 for the Planning Commission's information.

Attachments: Upcoming Items CC Memo
Upcoming Items PC Memo

COMMISSION COMMENTS:

A. Planning Commission Remarks:

WORKSHOP:

A. None

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular Planning Commission Meeting on Tuesday, May 5, 2026 at 6:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

File #: 26-0904
Agenda #: CC-A

Agenda Date: 4/21/2026
Category: Consent Calendar

FROM:
Development Services

TITLE:
A Resolution of the Planning Commission of the City of Fontana Determining that the Acquisition of Certain Real Property Located at 15166 Foothill Boulevard, Identified as Assessor Parcel Number 1110-161-08-000, is in Conformance with the City of Fontana 2015-2035 General Plan; pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:
Planning Commission of the City of Fontana adopt Resolution No. 2026-011 Determining that the Acquisition of Certain Real Property Located at 15166 Foothill Boulevard, Identified as Assessor Parcel Number 1110-161-08-000, is in Conformance with the City of Fontana 2015-2035 General Plan and make CEQA findings pursuant to State CEQA Guidelines Section 15061(b)(3) and direct staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
15166 Foothill Boulevard, Assessor's Parcel Number 1110-161-08

REQUEST:
That the Planning Commission determine that the acquisition of the property described herein is consistent with the goals and policies of the City of Fontana General Plan.

PROJECT PLANNER:
Patty Nevins, Director of Planning

BACKGROUND INFORMATION:
Government Code section 65402 (attached) provides that a planning agency of a municipality must report upon whether an acquisition of real property by that municipality is in conformance with the general plan.

PROJECT DESCRIPTION:
The City of Fontana intends to acquire certain real property located at 15166 Foothill Boulevard (Assessor's Parcel 1110-161-08) (the "Subject Property") to develop the existing site for affordable housing to support diverse and inclusive community development.

ANALYSIS:

The acquisition of the Subject Property is consistent with the general objectives set forth in Chapter 5 (Housing) of the General Plan, which emphasize the provision of adequate housing, the promotion of community well-being, and the advancement of fair and equitable housing opportunities. The proposed project supports these objectives in the following ways:

- It will provide a vital housing resource to meet the housing needs of all residents;
- It contributes to a high quality of life by promoting stability and well-being in the community; and
- It advances fair housing principles by creating equitable opportunities for individuals and families who have faced significant barriers to housing access

California Environmental Quality Act ("CEQA")

The proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The acquisition of property for the purpose of converting the vacant land into a multi-family apartment community will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required.

MOTION:

Approve staff's recommendation.

ATTACHMENTS:

Attachment No. 1 - Vicinity Map
Attachment No. 2 - Planning Commission Resolution
Attachment No. 3 - Government Code Section 65402(c)



CITY OF FONTANA PLANNING

VICINITY MAP

DATE: April 7, 2026

CASE: **General Plan Conformance Determination**
15166 Foothill Blvd

RESOLUTION NO. PC 2026-011

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, DETERMINING THAT THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 15166 FOOTHILL BLVD, IDENTIFIED AS ASSESSOR PARCEL NUMBER 1110-161-08-0000, IS IN CONFORMANCE WITH THE CITY OF FONTANA 2015-2035 GENERAL PLAN AND MAKING CEQA FINDINGS PURSUANT TO STATE CEQA GUIDELINES SECTION 15061(b)(3) AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, on November 13, 2018, the City Council of the City of Fontana updated the City of Fontana 2015-2035 General Plan (the "General Plan"); and

WHEREAS, the City of Fontana ("City") has identified a critical need for affordable housing to support diverse and inclusive community development within the city; and

WHEREAS, the City desires to acquire that certain real property located at 15166 Foothill Blvd, identified as Assessor Parcel Number 1110-161-08-0000 (the "Subject Property"), for the purposes of affordable housing to support diverse and inclusive community development within the city; and

WHEREAS, California Government Code Section 65402 provides in part that a local agency shall not acquire or dispose of any real property until the location, purpose, and extent of such activity has been submitted to and reported upon by the local planning agency as to conformance with the adopted general plan applicable thereto; and

WHEREAS, the acquisition of the Subject Property is consistent with the general objectives set forth in Chapter 5 (Housing) of the General Plan, which emphasize the provision of adequate housing, the promotion of community well-being, and the advancement of fair and equitable housing opportunities. The proposed project supports these objectives in the following ways:

- It will provide a vital housing resource to meet the housing needs of all residents;
- It contributes to a high quality of life by promoting stability and well-being in the community; and
- It advances fair housing principles by creating equitable opportunities for individuals and families who have faced significant barriers to housing access; and

WHEREAS, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not

subject to CEQA review. The acquisition of property for the purpose of converting the vacant land into affordable housing to support diverse and inclusive community development will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required; and

WHEREAS, on April 21, 2026, the Fontana Planning Commission ("Planning Commission") has received and reviewed the entire administrative record pertaining to the location, purpose and extent of the disposition of the Property, and the manner in which it conforms to the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission:

Section 1. Recitals: The foregoing recitals are true, correct and incorporated herein.

Section 2. CEQA. The proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The acquisition of property for the purpose of converting the vacant land into affordable housing to support diverse and inclusive community development will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required. Staff is directed to file a notice of exemption.

Section 3. General Plan Conformance. Based on the entire record before it, the Planning Commission finds that the acquisition of the Subject Property is consistent with the goals, objectives and policies of the General Plan.

Section 4. 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 5. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 7. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting of the Planning Commission held on the 21th day of April, 2026.

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 the 21th day of April, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65402

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

ATTACHMENT NO. 3

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

(Amended by Stats. 1974, Ch. 700.)

File #: 26-0905
Agenda #: CC-B

Agenda Date: 4/21/2026
Category: Consent Calendar

FROM:
Development Services

TITLE:
A Resolution of the Planning Commission of the City of Fontana Determining that the Acquisition of Certain Real Property Identified as Assessor Parcel Numbers 1100-111-51 and 1100-091-71 is in Conformance with the City of Fontana 2015-2035 General Plan; pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:
Planning Commission of the City of Fontana adopt Resolution No. 2026-012 Determining that the Acquisition of Certain Real Property Identified as Assessor Parcel Numbers 1100-111-51 and 1100-091-71 is in Conformance with the City of Fontana 2015-2035 General Plan and make CEQA findings pursuant to State CEQA Guidelines Section 15061(b)(3) and direct staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Assessor's Parcel Number 1100-111-51 and 1100-091-71

REQUEST:
That the Planning Commission determine that the acquisition of the property described herein is consistent with the goals and policies of the City of Fontana General Plan.

PROJECT PLANNER:
Patty Nevins, Director of Planning

BACKGROUND INFORMATION:
Government Code section 65402 (attached) provides that a planning agency of a municipality must report upon whether an acquisition of real property by that municipality is in conformance with the general plan.

PROJECT DESCRIPTION:
The City of Fontana intends to acquire certain real property identified as Assessor Parcel Numbers 1100-111-51 and 1100-091-71 (the "Subject Property").

ANALYSIS:

The proposed acquisition of the Subject Property for open space purposes and supportive uses, including parks and parking, is consistent with the City's General Plan.

Chapter 7 (Conservation, Open Space, Parks and Trails) emphasizes the importance of preserving open space, expanding recreational opportunities, and ensuring that residents have access to well-maintained parks and open spaces. The proposed acquisition supports these goals by preserving land for open space, enhancing opportunities for nature-based recreation and contributing to the City's broader system of parks.

In addition, the inclusion of supportive parking improvements is consistent with Chapter 9 (Community, Mobility, and Circulation) which promotes a balanced , multi-modal transportation network and the provision of parking facilities that support access to community destinations. The proposed project will facilitate convenient access to community destinations, including parks and open space.

Based on the foregoing, the proposed acquisition, including its location, purpose and extent is in conformance with the City's General Plan pursuant to Government Code section 65402.

California Environmental Quality Act ("CEQA")

The proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The acquisition of the property for the purpose of open space supportive uses and will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
Attachment No. 1 - Vicinity Map
Attachment No. 2 - Planning Commission Resolution
Attachment No. 3 - Government Code Section 65402(c)



CITY OF FONTANA PLANNING

VICINITY MAP

DATE: April 21, 2026

CASE: **General Plan Conformance Determination**
APN 1100-111-51 &1100-091-71

ATTACHMENT NO. 1

RESOLUTION NO. PC 2026-012

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, DETERMINING THAT THE ACQUISITION OF CERTAIN REAL PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBERS 1100-111-51 AND 110-091-71, IS IN CONFORMANCE WITH THE CITY OF FONTANA 2015-2035 GENERAL PLAN AND MAKING CEQA FINDINGS PURSUANT TO STATE CEQA GUIDELINES SECTION 15061(b)(3) AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION

WHEREAS, on November 13, 2018, the City Council of the City of Fontana updated the City of Fontana 2015-2035 General Plan (the "General Plan"); and

WHEREAS, the City of Fontana ("City") desires to acquire that certain real property identified as Assessor Parcel Numbers 1100-111-51 and 110-091-71 (the "Subject Property"), for the purposes of providing open space for parks and supportive uses, including parking; and

WHEREAS, California Government Code Section 65402 provides in part that a local agency shall not acquire or dispose of any real property until the location, purpose, and extent of such activity has been submitted to and reported upon by the local planning agency as to conformance with the adopted general plan applicable thereto; and

WHEREAS, the acquisition of the Subject Property is consistent with the general objectives set forth in Chapter 7 (Conservation, Open Space, Parks and Trails) of the General Plan, which recognizes that open space and parks are vital community assets and a defining feature of the quality of life for City residents. The proposed project supports these objectives in that it will ensure that residents have access to protected open spaces and parks, and will provide residents access to physical activity and recreation by connecting people to parks and open space areas; and

WHEREAS, the acquisition of the Subject Property is consistent with the general objectives set forth in Chapter 9 (Community, Mobility and Circulation) which establishes policies to provide a balanced, multi-modal transportation system that supports safe, efficient, and convenient movements of people, goods and services while maintaining neighborhood character and promote walkability and bicycle use. The proposed project supports these objectives by providing transportation infrastructure and facilities, including parking, that are convenient and support access to community destinations, including parks and open space; and

WHEREAS, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The acquisition of the property for the purpose of open space

supportive uses and will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required; and

WHEREAS, on April 21, 2026, the Fontana Planning Commission ("Planning Commission") has received and reviewed the entire administrative record pertaining to the location, purpose and extent of the disposition of the Subject Property, and the manner in which it conforms to the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission:

Section 1. Recitals: The foregoing recitals are true, correct and incorporated herein.

Section 2. CEQA. The proposed project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The acquisition of the property is for the purpose of open space supportive uses and will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required. Staff is directed to file a notice of exemption.

Section 3. General Plan Conformance. Based on the entire record before it, the Planning Commission finds that the acquisition of the Subject Property is consistent with the goals, objectives and policies of the General Plan.

Section 4. No Project Approval. Based on the entire record before it, the Planning Commission finds that nothing in its finding of General Plan Conformance commits the City in any way to acquire or dispose of the Subject Property and in no way forecloses City's future consideration of alternatives and mitigation measures regarding any use of the Subject Property pursuant to the environmental review process under CEQA.

Section 5. 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 6. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 8. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting of the Planning Commission held on the 21st day of April, 2026.

City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 the 21st day of April, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65402

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

ATTACHMENT NO. 3

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

(Amended by Stats. 1974, Ch. 700.)

File #: 26-0919
Agenda #: CC-C

Agenda Date: 4/21/2026
Category: Consent Calendar

FROM:
Development Services

TITLE:
A Resolution of the Planning Commission of the City of Fontana Determining that the Vacation, Abandonment and Disposition of portions of Cherry Avenue, located south of Aliso Drive, Assessor Parcel Numbers 0236-122-23 and 0236-122-22, is in Conformance with the City of Fontana 2015-2035 General plan, pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:
Consider the location, purpose, and extent of the proposed real property vacation, abandonment, and disposition described herein as required under Government Code Section 65402(a) and adopt Resolution No. PC 2026-013 finding that the proposed vacation, abandonment and disposition is in conformance with the City's General Plan, determining that the project is exempt under CEQA Guidelines Section 15060(b)(3) and directing staff to file a Notice of Exemption.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
The locations of the proposed vacations are east of Cherry Avenue, south of Aliso Drive (APN's 0236 -122-23 and 0236-122-22).

REQUEST:
That the Planning Commission determine that the vacation, abandonment and disposition of the property described herein is consistent with the goals and policies of the City of Fontana General Plan.

PROJECT PLANNER:
Esmeralda Gomez, Associate Engineer

BACKGROUND INFORMATION:
Public right-of-way may be vacated by the City Council after making certain findings and following the process set forth in California Streets and Highways Code sections 8300 *et seq*. The process of vacating a right-of-way may be initiated by the City or upon a petition or request of an interested person.

California Streets and Highways Code sections 8320 through 8325 allows the City Council to vacate

a public right-of-way following a public hearing on the matter, including notice as provided for by the statute when a summary vacation procedure is unavailable. A right-of-way may be vacated through the summary vacation procedure when it meets the requirements of California Streets and Highways Code sections 8330 et seq.

Public rights-or-way may be abandoned by the City Council per separate instrument and filed with the county recorder as set forth in Government Code 66499.20.2

However, before the City Council takes action to vacate or abandon a public right-of-way, the Planning Commission, as the City's designated planning agency, must first consider the City's General Plan and find that the proposed vacation is consistent with the City's General Plan pursuant to Streets and Highways Code section 8313 and Government Code 65402.

Specifically, Government Code Section 65402 provides that if a general plan or part thereof has been adopted, then no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the Planning Commission as to conformity with said adopted general plan or part thereof, and that the Planning Commission shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the City Council.

Therefore, the Planning Commission must determine whether the proposed vacation, abandonment and proposed disposition are consistent with the City's General Plan.

PROJECT DESCRIPTION:

The City intends to vacate or abandon the portion of roadway depicted in Attachment 1 (Vicinity Map). The vacation restores ownership to the last owner on record before the street was dedicated to the City. The Planning Commission must determine whether the vacation and disposition are consistent with the City's General Plan.

ANALYSIS:

The City has portions of rights-of-way located east of Cherry Avenue south of Aliso Drive (APN's 0236-122-23 and 0236-122-22), described and depicted in Exhibits "A" and "B" (Attachments 3 and 4, respectively of the attached Resolution). The effect of vacating or abandoning a right-of-way is to revert the land in fee to the underlying landowners. Upon the vacation or abandonment of the right-of-way, the land will revert to the current property owners adjacent to the existing rights-of-way. Portions of Cherry Avenue were dedicated as an easement for public street and highway and public utility purposes via Grant of Permanent Easement and Temporary Construction Easement, recorded October 23, 2007 as Instrument No. 2007-0594500. The remaining segments of Cherry Avenue remain public right-of-way. The City no longer has a use for these rights-of-way. Vacation and abandonment of the right-of-way will allow the roadway to be available to establish and expand economic development.

Government Code section 65402 provides that the City's disposal of the real property shall be

submitted to and reported upon by the planning agency with respect to conformity with the adopted General Plan. Accordingly, staff has analyzed whether the proposed vacation, abandonment and disposition conform with the City's adopted General Plan.

General Plan Consistency, Vacation and Abandonment

The proposed vacations are consistent with:

General Plan, Economy, Education, and Workplace Development Element (Chapter 13), Section E, Policies and Actions to Achieve the Goals, Goal No. 1, 2nd policy, reads: "Support initiatives for entrepreneurship in potential growth."

The vacation and abandonment will support developers and business owners' ability to establish and expand business in Fontana.

General Plan Consistency, Disposition

The proposed disposition is consistent with:

General Plan, Economy, Education, and Workplace Development Element (Chapter 13), Section E, Policies and Actions to Achieve the Goals, Goal 1, which reads: "Promote a diversified economy that builds on existing sectors and develops, attracts and retains future job-creating sectors."

The disposition of this area will allow the city to vacate underutilized land, as well as attract and retain future businesses and create additional jobs. By authorizing the vacation, this underutilized land can be used toward economic development.

CEQA

The proposed action by the Planning Commission is exempt from CEQA pursuant to CEQA Guidelines Section(b)(3) (the common-sense exemption) and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA in that the activity is covered by the common sense exemption which states that CEQA only applies to project that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The vacation, abandonment and disposition of property will not involve nor approve any physical change nor any reasonably foreseeable future change. Therefore, no environmental review is required and staff is directed to file a Notice of Exemption.

CONCLUSION:

Based on the General Plan and Zoning criteria cited above, staff concludes that vacation and disposition of the subject property are consistent with the City of Fontana General Plan.

MOTION:

Approve staff's recommendation.

ATTACHMENTS:

Attachment No. 1 - Vicinity Map
Attachment No. 2 - Planning Commission Resolution No. 2026-
Attachment No. 3 - Exhibit A
Attachment No. 4 - Exhibit B
Attachment No. 5 - Government Code Section 65402

CITY OF FONTANA PLANNING DEPARTMENT



VICINITY MAP

DATE: April 21, 2026

CASE: **General Plan Consistency Determination**
10691 Cherry Avenue
APN's 0236-122-23 and 0236-122-22

ATTACHMENT NO. 1

RESOLUTION NO. 2026-013

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, PURSUANT TO STATE CEQA GUIDELINES SECTION 15061(B)(3), MAKING CERTAIN FINDINGS REQUIRED UNDER CALIFORNIA GOVERNMENT CODE SECTION 65402 FOR THE VACATION, ABANDONMENT, AND FUTURE DISPOSITION OF A PORTION OF THE RIGHT-OF-WAY EASEMENT AT CHERRY AVENUE SOUTH OF ALISO DRIVE, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, the street rights-of-way segments located at Cherry Avenue, south of Aliso Drive (the "Property"), is shown in Attachment 1 (Vicinity Map); and

WHEREAS, the City of Fontana ("City") proposes to vacate, abandon, and dispose of that portion of Cherry Avenue south of Aliso Drive (APN's 0236-122-23 and 0236-122-22) to allow the land to be better utilized, and that land is more specifically described in Exhibit "A" and shown on the attached Exhibit "B", respectively; and

WHEREAS, Government Code Section 65402(a) states that a local agency may not vacate, abandon, nor dispose of real property or a street within the City until the location, purpose and extent of the vacation, abandonment, or disposition have been reported upon by the planning agency of the City regarding the conformity with the General Plan; and

WHEREAS, the Fontana City Council adopted the City of Fontana 2018-2035 General Plan (General Plan) on November 13, 2018; and

WHEREAS, the vacation, abandonment, and disposition of the Property aligns with the objectives of Goal Number 1 of the General Plan's Economy, Education, and Workplace Development Element, which supports initiatives for entrepreneurship in potential growth; and

WHEREAS, the vacation, abandonment and disposition of the Property aligns with the objectives of Goal Number 1 and Goal Number 3 of the General Plan's Community Mobility and Circulation Element which provides for a comprehensive and balanced transportation system and multimodal accessibility and transportation planning, as well as accommodating freight movement; and

WHEREAS, vacation, abandonment, and disposition of the Property aligns with the objectives of Goal Number 1 of the General Plan's Economy, Education, and Workplace Development Element in that it promotes a diversified economy that builds on existing sectors and develops, attracts and retains future job-creating sectors; and

WHEREAS, the purpose of this Resolution is for the Planning Commission of the City of Fontana ("Planning Commission") to make a determination of General Plan

conformance in accordance with California Government Code Section 65402(a); and

WHEREAS, the Planning Commission has considered the entire administrative record, including the staff report and oral and written testimony from interested persons; and

WHEREAS, on April 21, 2026, the Planning Commission reviewed the General Plan conformance findings.

NOW THEREFORE, BE IT RESOLVE by the Planning Commission:

SECTION 1. Recitals: the forgoing recitals are true, correct and incorporated herein.

SECTION 2. CEQA. Compliance with the California Environmental Quality Act. As the decision-making body for the Project, the Planning Commission finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (the activity does not have the potential for causing a significant effect on the environment and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. A determination that a vacation or disposition is consistent with a City's adopted General Plan has no potential for resulting in physical change to the environment, directly or indirectly. The vacation and abandonment of streets and disposition will not involve nor approve any physical change to the environment nor any reasonably foreseeable future change. Therefore, no environmental review is required and staff is directed to file a Notice of Exemption.

SECTION 3. General Plan Conformance. Based upon the entire record before it, the Planning Commission finds there is substantial evidence supporting a finding that the proposed vacation, abandonment and disposition of the Property, in accordance with the details listed in the above recitals, is consistent with the goals, objectives, and policies of the General Plan. The Planning Commission hereby directs staff to report this finding to the City Council. This finding is based on the fact that this right-of-way is not part of the City's General Plan Community Mobility and Circulation Element, and in part, on the following General Plan policies:

Community Mobility and Circulation Element Policy: Chapter 9, Section E: Policies and Actions to Achieve the Goals, Goal No. 1: "The City of Fontana has a comprehensive and balanced transportation system and multimodal accessibility the top of citywide transportation planning, as well as accommodating freight movement."]

Economy, Education, and Workplace Development Element Policy: Chapter 13: Section E: Policies and Actions to Achieve the Goals, Goal No. 1, Policy: 2nd Bullet, "Support initiatives for entrepreneurship in potential growth."

*The vacation and abandonment of Cherry Avenue south of Aliso Drive (*APN's 0236-122-

23 and 0236-122-22) *will support initiatives for entrepreneurship in potential growth for future developers and business owners that will establish and expand their businesses.*

SECTION 4. General Plan Conformance Disposition. Based upon the entire record before it, the Planning Commission finds there is substantial evidence supporting a finding that the proposed disposition of the Property, in accordance with the details listed in the above recitals, is in conformance with the General Plan. The Planning Commission hereby directs staff to report this finding to the City Council. This finding is based on the following General Plan policies:

Economy, Education, and Workplace Development Element Policy: Chapter 13: Section E: Policies and Actions to Achieve the Goals, Goal 1: "Promote a diversified economy that builds on existing sectors and develops, attracts and retains future job-creating sectors."

The disposition of this area will allow the city to vacate and abandon underutilized land which can attract and retain future businesses and create additional jobs. *By authorizing the sale, this underutilized land can be used toward economic development.*

SECTION 5. Applicability of General Plan Conformance. The Planning Commission's General Plan conformance determination applies only to the vacation and disposition of the right-of-way as described in this Resolution, and to no other public street.

SECTION 6. Approval: Based on the foregoing, the Planning Commission hereby adopts this resolution and for purposes of reporting General Plan conformance pursuant to Government Code Section 65402 and finds that the proposed vacation and abandonment of streets and disposition for a portion of Cherry Avenue south of Aliso Drive (APN's 0236-122-23 and 0236-122-22) to be in conformance with the City of Fontana General Plan.

SECTION 7. 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 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon adoption.

SECTION 10. Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions or applications of this Resolution are severable.

APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting of the Planning Commission held on the 21st day of April, 2026.

City of Fontana

_____
Joseph Armendarez, Chair

ATTEST:

I, Torrie Lozano, 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 the 21st day of April, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

EXHIBIT "A"
RIGHT OF WAY VACATION

LEGAL DESCRIPTON:

LOT 1

ALL THOSE PORTIONS DESCRIBED AS PERMANENT AND EXCLUSIVE EASEMENT IN A GRANT OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED OCTOBER 23, 2007, AS INST. NO. 2007-0594500, RECORD OF SAN BERNARDINO COUNTY, LYING OVER THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF LOT 945, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGE 12 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CHERRY AVENUE AND ALISO DRIVE;

THENCE SOUTH 00°20'30" WEST ALONG THE CENTERLINE OF CHERRY AVENUE, A DISTANCE OF 330.00 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 945, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGE 12 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 89°24'18" EAST ALONG SAID SOUTH LINE A DISTANCE OF 66.01 FEET TO A POINT 66.00 FEET FROM THE CENTERLINE OF SAID CHERRY AVENUE, MEASURED AT RIGHT ANGLES. SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PORTION BELONGING TO CHERRY AVENUE OF THAT CERTAIN PARCEL DESCRIBED AS PERMANENT AND EXCLUSIVE EASEMENT IN A GRANT OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED OCTOBER 23, 2007, AS INST. NO. 2007-0594500, RECORD OF SAN BERNARDINO COUNTY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY AND SOUTHEASTERLY BOUNDARIES OF SAID PERMANENT AND EXCLUSIVE EASEMENT, THE FOLLOWING COURSES:
NORTH 00°20'30" EAST, 254.92 FEET;
NORTH 33°14'46" EAST, 54.26 FEET TO A POINT ON THE SOUTH LINE OF ALISO DRIVE, SAID POINT BEING 30.00 FEET SOUTHERLY FROM THE CENTERLINE OF SAID ALISO DRIVE, MEASURED AT RIGHT ANGLES;

THENCE SOUTH 40°43'06" WEST, 59.40 FEET TO A POINT 57.00 FEET EASTERLY OF THE CENTERLINE OF CHERRY AVENUE, MEASURED AT RIGHT ANGLES;

THENCE SOUTH 00°20'30" WEST, PARALLEL WITH SAID CENTERLINE, 255.38 FEET TO SAID WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 945;

THENCE NORTH 89°24'18" EAST ALONG SAID SOUTH LINE A DISTANCE OF 9.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,505.91 Sq.Ft. OR 0.06 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HERE.

PREPARED UNDER THE SUPERVISION OF:

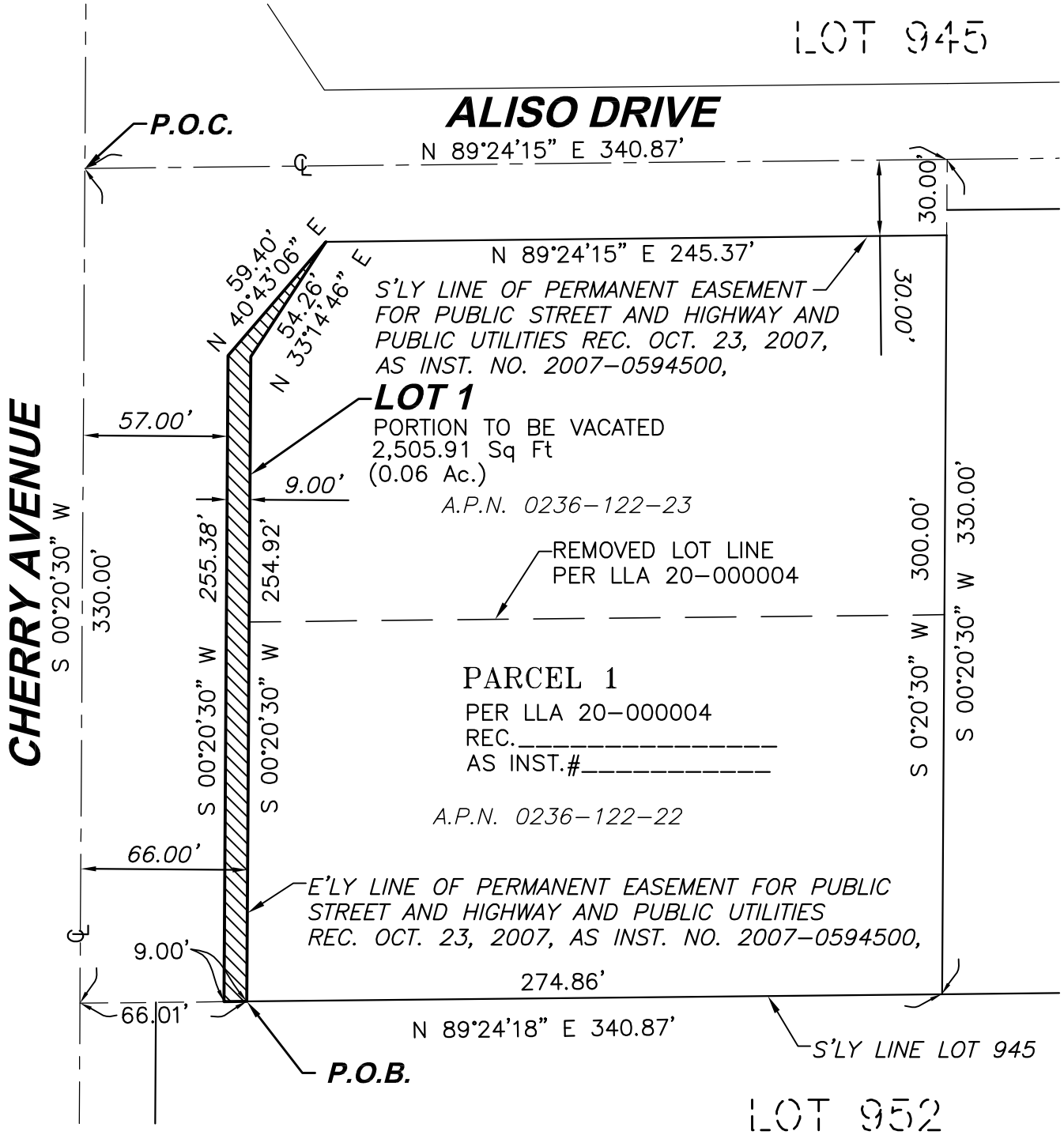
DANIEL C. GOMEZ, L.S. 5558



SHEET 1 OF 1

EXHIBIT B

RIGHT-OF-WAY VACATION



STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65402

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

ATTACHMENT NO. 5

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

(Amended by Stats. 1974, Ch. 700.)

File #: 26-0938
Agenda #: CC-D

Agenda Date: 4/21/2026
Category: Consent Calendar

FROM:
Planning

TITLE:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the Regular Planning Commission Meeting of April 7, 2026.

DISCUSSION:
The Planning Commission will consider approval of the minutes of a Regular Planning Commission meeting of April 7, 2026. The draft minutes are attached to this report for the Planning Commission to review and approval.

MOTION:
Approve staff recommendation.

City of Fontana

Planning Commission

Minutes

Joseph Armendarez, Chair
Ricardo Quintana, Vice Chair
Torrie Lozano, Secretary
Idilio Sanchez, Commissioner
Dylan Keetle, Commissioner

Tuesday, April 7, 2026 6:00 P.M. Grover W. Taylor Council Chambers

CALL TO ORDER/ROLL CALL:

A. Call to Order/Roll Call:

A regular meeting of the City of Fontana Planning Commission was held on Tuesday, April 7, 2026. Chair Armendarez called the meeting to order at 6:01 p.m.

Present: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle

Absent: None

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

Following the Invocation by Chaplain Daniel Vasquez, the Pledge of Allegiance was led by Vice Chair Quintana.

PUBLIC COMMUNICATIONS:

A. Public Communications:

None.

CONSENT CALENDAR:

A. A Resolution of the Planning Commission of the City of Fontana Determining that the Acquisition of Certain Real Property Located at Spring Street facing the Pacific Electric Trail, identified as Assessor Parcel Number 0191-061-25-0000, is in Conformance with the City of Fontana 2015-2035 General plan; pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15301 and Directing Staff to File a Notice of Exemption.

Planning Commission of the City of Fontana adopted **Resolution No. PC 2026-008** Determining that the Acquisition of Certain Real Property Located at Spring Street, identified as Assessor Parcel Number 0191-061-25-0000, facing the Pacific Electric is in Conformance with the City of Fontana 2015-2035 General Plan, and make CEQA findings pursuant to State CEQA Guidelines Section 15301 and Directing Staff to File a Notice of Exemption.

B. Approval of Minutes:

Approve the Regular Planning Commission Meeting Minutes of March 17, 2026.

ACTION: A Motion was made by Commissioner Sanchez and seconded by Secreta ry Lozano and passed by a vote of 5-0 to approve the Consent Calendar.

The motion carried by the following vote:

Aye: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle

Absent: None

Abstain: None

PH-A
Master Case No. (MCN) 23-000068: Tentative Tract Map No. 23-0005 (TTM No. 20655), and Design Review No. 23-000015 - A request to establish a condominium map for the development of a condominium complex, and request for the site and architectural review and approval for a new condominium complex development consisting of 59 attached units, with associated site improvements, on approximately 2.30-acres at 14335 Foothill Boulevard, (APNs: 0230-051-01, -02 and -03), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Chair Armendarez opened the Public Hearing.

The City Clerk's Department received two (2) written correspondence regarding this item.

Mai Thao, Associate Planner presented the staff report.

Secretary Lozano inquired about the total number of project entrances. Associate Planner Thao confirmed that the project includes one entrance along Almond Avenue.

Charles Raymond Ussef, on behalf of the applicant, stated that he read and agreed to the Conditions of Approval and expressed strong enthusiasm for the project and conveyed his anticipation for moving forward and aiming to proceed with development sometime later this year.

No individual spoke in favor or in opposition.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommend that the Planning Commission adopt Resolution No. PC 2026-009, and

1. **Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32, Infill Development) of the California Environmental Quality Act, and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**

2. **Approve Tentative Parcel Map No. 23-000005 (TPM No. 20655); and**

3. **Approve Design Review (DR) No. 23-000015.**

ACTION: Motion was made by Commissioner Keetle and seconded by Vice Chair Quintana and passed by a vote of 5-0 to approve Public Hearing Item "A"; adopt Resolution No. PC 2026-09; Approve Tentative Parcel Map No. 23-000005 (TPM No. 20655) and Design Review (DR) No. 23-000015.

The motion carried by the following vote:

AYES: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioners Sanchez and Keetle NOES: None; ABSTAIN: None; ABSENT: None

PH- B
Master Case No. (MCN) 25-0057; Conditional Use Permit (CUP) No. 25-0014 - A request to establish a smoke shop in an existing commercial building located at

13819 Foothill Boulevard, Unit B, pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15301.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Mai Thao, Associate Planner, presented the staff report.

The applicant, Esmeralda Alarcon, stated that she read and agreed to the Conditions of Approval.

No individual spoke in favor or in opposition.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommend that the Planning Commission adopt Resolution No. PC 2026-010; and,

1. **Determine that the project is categorically exempt pursuant to CEQA Guidelines Section No. 15301 (Class No. 1, Existing Facilities), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**

2. **Approve Conditional Use Permit (CUP) No. 25-0014.**

ACTION: Motion was made by Commissioner Sanchez and seconded by Secretary Lozano and passed by a vote of 4-0 to approve Public Hearing Item "B"; adopt Resolution No. PC 2026-010 and approve conditional Use Permit (CUP) No. 25-0014.

The motion carried by the following vote:

AYES: Chair Armendarez, Vice Chair Quintana, Secretary Lozano, and Commissioner Sanchez NOES: None; ABSTAIN: Keetle; ABSENT: None

DIRECTOR COMMUNICATIONS:

A. Director Communications:

None.

COMMENTS:

A. Public Communication Commission Comments:

Commissioner Sanchez expressed appreciation to city staff, noting that their efforts make the Commission's work increasingly efficient. He stated it is an honor to serve on the Commission and extended well wishes for a good night and blessings to all in attendance.

Commissioner Keetle thanked City staff and the Planning Department, including Director Nevins, for their continued support in ensuring smooth meetings. He expressed gratitude to the City Council for the opportunity to serve and shared that it is an honor to be part of the Commission, closing with well wishes for a blessed evening.

Secretary Lozano thanked the presenters and the Planning Department for their work and contributions to the meeting and wished everyone a wonderful evening.

Vice Chair Quintana thanked staff for their reports and acknowledged the recent Easter holiday, expressing hope that everyone had a happy and blessed celebration. He stated it is an honor to serve on the Commission and thanked the City Council for the opportunity.

Chair Armendarez reiterated appreciation for staff's hard work and dedication in preparing for meetings and addressing questions throughout the week. He also thanked the City Council for the opportunity to serve and contribute to the community's growth and concluded by wishing everyone a blessed night.

ADJOURNMENT:

Chair Armendarez adjourned the meeting at 6:22 p.m. to the next Regular Planning Commission Meeting on Tuesday, April 21, 2026, at 6:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

_____
Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 21st DAY OF APRIL 2026.

_____
Joseph Armendarez
Chair

File #: 26-0910
Agenda #: PH-A

Agenda Date: 4/21/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. (MCN) 21-0128: Conditional Use Permit (CUP) No. 21-0021, Conditional Use Permit (CUP) No. 21-0025, and Administrative Site Plan (ASP) No. 21-0057 - A conditional use permit request for a proposed truck sales operation and a conditional use permit request for a proposed repair facility operation along with an administrative site plan request for the construction of an approximately 29,185 square foot building and associated site improvements on an approximately 1.9-acre, located at 14592 Boyle Avenue, (APN: 0236-051-13, -21, -29 and -30), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

RECOMMENDATION:
Based on the information contained in the staff report and subject to the attached Findings and Conditions of Approval, staff recommend that the Planning Commission adopt Resolution No. PC 2026 - ___, and,

1. Determine that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development) of, and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and

2. Approve Conditional Use Permit (CUP) No. 21-0021, and

3. Approve Conditional Use Permit (CUP) No. 21-0025, and

4. Approve Administrative Site Plan (ASP) No.21-0057

APPLICANT:
Jose Carcelan
GVT Trucking
P.O. Box 1917
Rancho Cucamonga, CA 91729

LOCATION:
The project site is located at 14592 Boyle Avenue (APNs: 0236-051-13, -21, -29 and -30).

REQUEST:
Conditional Use Permit No. 21-0021 - A request to establish a truck sales site.

Conditional Use Permit No. 21-0025 - A request to establish a truck repair facility operation within a

new site for the truck sales site.

Administrative Site Plan No. 21-0057 - A request for site and architectural approval for the development of a new truck repair and sales building totaling 29,185 square feet, and associated site improvements.

PROJECT PLANNER:
Alejandro Rico, Associate Planner

BACKGROUND INFORMATION:
Land Use Table

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Light Industrial (I-L)	Southwest Industrial Park (SWIP) Specific Plan (SP)-Freeway Industrial Commercial (FID) District	Truck Business
North:	Light Industrial (I-L)	Southwest Industrial Park (SWIP) Specific Plan (SP)-Freeway Industrial Commercial (FID) District	Railroad and I-10 Freeway
South:	Light Industrial (I-L)	Southwest Industrial Park (SWIP) Specific Plan (SP)-Freeway Industrial Commercial (FID) District	Industrial and Trucking Uses
East:	Light Industrial (I-L)	Southwest Industrial Park (SWIP) Specific Plan (SP)-Freeway Industrial Commercial (FID) District	Industrial and Trucking Uses
West:	Light Industrial (I-L)	Southwest Industrial Park (SWIP) Specific Plan (SP)-Freeway Industrial Commercial (FID) District	Non-Conforming Home and Industrial Uses

PROJECT DESCRIPTION:
A. Site Area: 79,505 square feet/Approximately 1.9 acres

B. Building Analysis:

Office:	9,629 square feet
Repair:	16,657 square feet
Three Car Garage:	1,271 square feet
Height:	
Require:	60 feet (Max.)
Proposed:	60’ feet

C. Parking:

Required:	75 spaces
Provided:	79 spaces

D. Landscaping:

Required:	11,926 square feet (15 percent)
Provided:	12,202 square feet (15.3 percent)

ANALYSIS:

The applicant, Jose Carcelan, is requesting that the Planning Commission approve Conditional Use Permit No. 21-0021 for the establishment of a truck sales use and Conditional Use Permit No. 21-0025, for the establishment of a truck repair use, and approve Administrative Site Plan No. 25-0057, for the site and architectural review for a proposed new building and associated site improvements on approximately 1.9 acres.

Conditional Use Permit No. 21-0021

The Applicant is requesting approval to establish a truck sales site on a 1.9-acre site located within the Southwest Industrial Park (SWIP) Specific Plan/Freeway Industrial/Commercial District (FID). Truck sales are permitted with the approval of a Conditional Use Permit (CUP). The CUP is required because some aspects of the use can impact the surrounding area, such as but not limited to noise, truck circulation, unpermitted advertising and the blocking of fire lanes. Conditions of approval have been added to restrict operating hours, prevent illegal signage, and truck displays in the fire and drive aisle lanes. The proposed use will support existing trucking and logistics businesses in the southern portion of Fontana and region by offering truck sales. Additionally, the project is consistent with the City’s General Plan goals to promote economic growth near regional transportation corridors by offering industrial workers and businesses the opportunity to purchase trucks from a local seller. The proposed use complies with applicable development standards of the Specific Plan and the City’s Development Code.

Conditional Use Permit No. 21-0025

The Applicant is requesting approval for the establishment of a truck repair facility within a new approximately 29,185-square-foot building with six repair bays, on a property located within the Southwest Industrial Park (SWIP) Specific Plan/Freeway Industrial/Commercial District (FID). Truck repair (Industrial Repair) is permitted with the approval of a Conditional Use Permit (CUP). The CUP is required because some aspects of the use can impact the surrounding area, such as but not limited to operational activities such as servicing heavy-duty vehicles, truck circulation, equipment use, and tire storage. Conditions of approval have been added to ensure all repair activities occur

within an enclosed building to minimize potential noise, visual, and operational impacts on surrounding properties. The repair use is ancillary and will support the proposed sales business. Additionally, the project is consistent with the City's General Plan goals to promote job-producing industries and economic growth near regional transportation corridors. The proposed use complies with applicable development standards of the Specific Plan and the City's Development Code.

Administrative Site Plan No. 25-0057
The Project seeks site and architectural approval for the development of a new truck sales and repair facility with a building consisting of six service bays of approximately 19,556 square feet and approximately 5,402 square feet of office space, for a total building area of approximately 29,185 square feet and private three car garage of 1,271 square feet. The Project includes on- and off-site improvements such as new driveways, curbs, gutters, sidewalks, parking areas, landscaping, site lighting, and utility infrastructure necessary to support the proposed use.

The architectural elements of the new building will feature a smooth cement plaster exterior with wood-like siding, and a light neutral tan tone color palette with dark accents. The architectural features include strong glazing elements, popout's and asymmetrical facades. The variations to the building face and varying roof lines will make the project architecturally pleasing and consistent with the surrounding area.

The project also includes twenty spaces for oversized vehicles and 3,000 square feet of display area for truck sales. Conditions of approval have been prepared to specify that truck parking is an ancillary to truck repair, and these vehicles are only stored during the duration of the time that they are being serviced. Additionally, the site shall not be used for long-term truck parking.
The proposed development is designed to be compatible with surrounding industrial uses. The Project Site is physically suitable in size and configuration to accommodate the proposed development. The Project will comply with all applicable building, zoning, and fire codes and standards, ensuring a safe, functional, and well-designed facility. Additionally, the site layout incorporates appropriate safety measures for both vehicles and pedestrians.

Grading/Walls:
The topography of the Project Site is relatively flat. The existing drainage pattern flows from the north to the south. An underground water chamber system will be constructed for the Project. The project will include an eight (8) foot-high boundary wall along the west, north, and east sides of the property, and a new six (6) foot-high automated openable wrought iron gate facing Boyle Avenue.

Site Access/Circulation/Parking:
Vehicle and truck access to the Project Site will be provided by a driveway along Boyle Avenue. The internal circulation has been reviewed by the Planning, Fire, Traffic, and Engineering Departments and found to be sufficient to support this type of use.

Environmental:
Pursuant to the California Environmental Quality Act ("CEQA") Guidelines and Section No. 3.22 (Categorical Exemption) of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 as a Class 32, Infill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Light Industrial (I-L)

designation of the General Plan and the Southwest Industrial Park Specific Plan (SWIP)/Freeway Industrial Commercial District (FID) District regulations; (2) The Project Site is less than five (5) acres; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality and is supported by technical studies provided by the applicant; and (5) There are adequate public services for the development of the proposed residential project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plan Set
Attachment No. 3 - Planning Commission Resolution, Findings & Conditions of Approval
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



N

VICINITY MAP

DATE: April 21, 2026

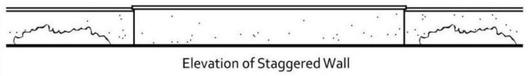
CASE: Master Case No. 21-0189
Conditional Use Permit No. 21-0021
Conditional Use Permit No. 21-0025
Administrative Site Plan No. 21-0057

ATTACHMENT NO. 1

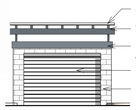
Attachment No. 2 - Project Plans



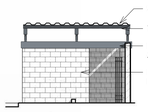
Screening Cross Section A
1" = 20'-0"



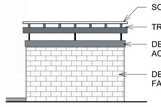
1 Screening Wall
3/4" = 1'-0"



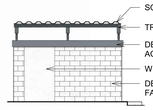
Trash Enclosure - Front
1/8" = 1'-0"



Trash Enclosure - Right
1/8" = 1'-0"



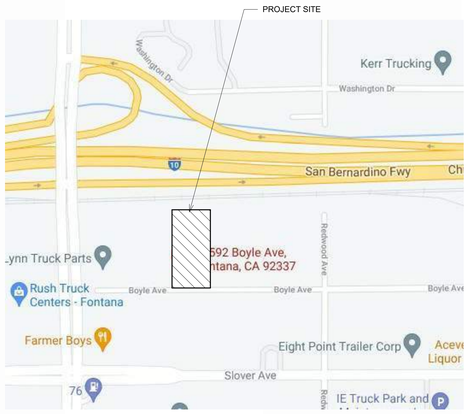
Trash Enclosure - Rear
1/8" = 1'-0"



Trash Enclosure - Left
1/8" = 1'-0"

Material Legend

Mark	Material	Manufacturer	Material Color	Product #
A1	EXTERIOR CEMENT PLASTER - LIGHT MAIN COLOR	DUNN EDWARDS	"LIGHTHOUSE"	DEW385
A2	CORRUGATED METAL SIDING - PAINTED	DUNN EDWARDS	"BLACK"	DEA002
A2	DECORATIVE TRIM COLOR	DUNN EDWARDS	"BLACK"	DEA002
A3	WOOD LOOK SIDING	NICHIHA	"POPLAR"	VINTAGEWOOD
A4	EXTERIOR CEMENT PLASTER - ACCENT COLOR	DUNN EDWARDS	"CASTLEROCK"	DE6375

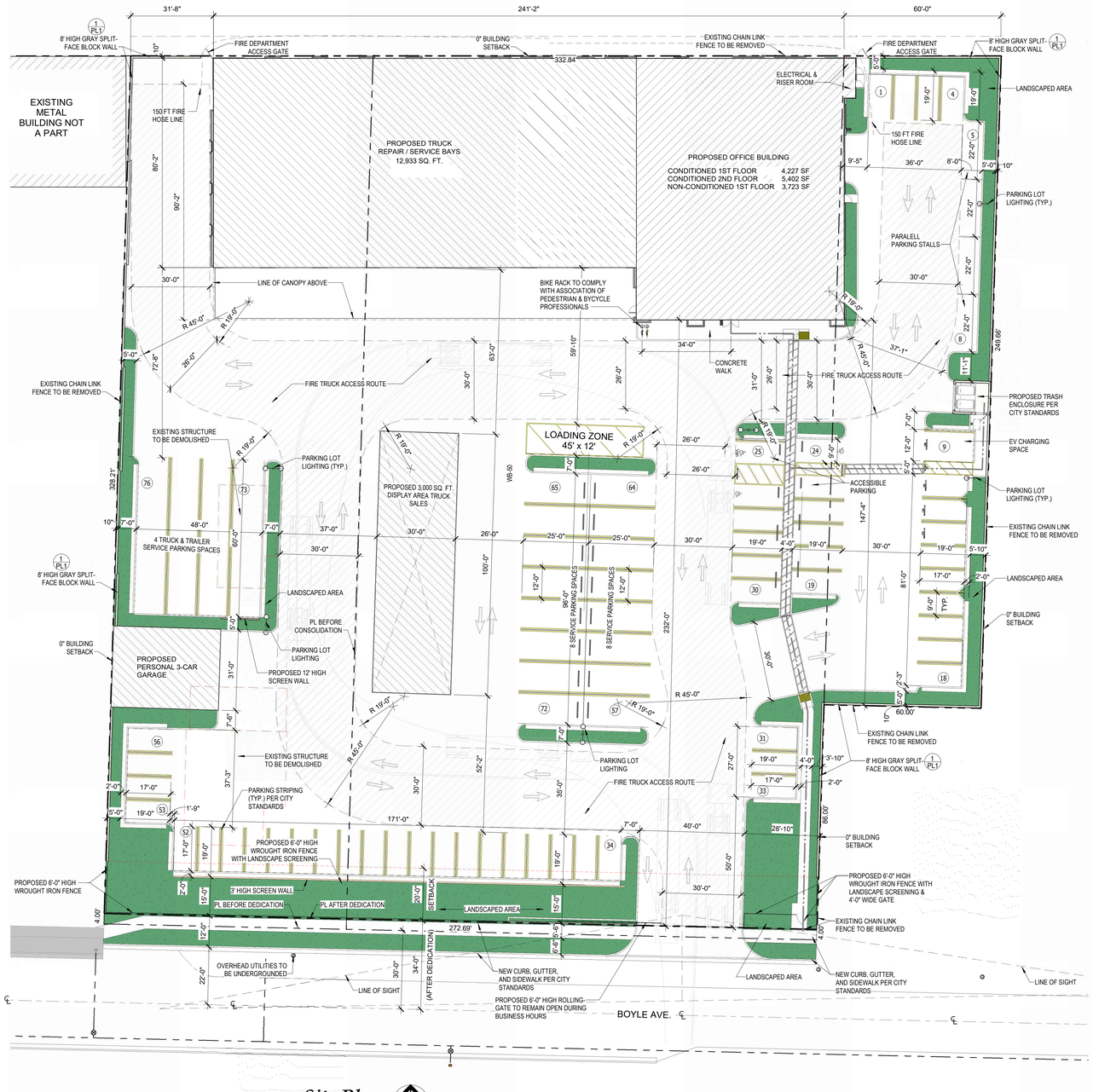


Vicinity Map

Proposed Trucking & Office Building For:

GVT Truck Center

14592 Boyle Ave. Fontana, CA 92337



Site Plan
1" = 20'-0"

NOTE:
ALL EXTERIOR LIGHTING SHALL BE ORIENTED, DIRECTED, AND/OR SHIELDED AS MUCH AS POSSIBLE SO THAT DIRECT ILLUMINATION DOES NOT INFRINGE ONTO ADJOINING PROPERTIES.

Sequence Of Drawings - DR

Number	Description
PL1	Site Plan & Floor Plans
PL2	Floor Plans
PL3	Ext. Elevations
PL4	3D Views
C-1	Preliminary Grading Plan
1 of 1	Conceptual Landscape Plan
E-1	Site Photometric Plan

ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

OWNER:	JOSE CARCELEN 14592 BOYLE AVE. FONTANA, CA 92337
PROJECT ADDRESS:	14592 BOYLE AVE. FONTANA, CA 92337
ARCHITECT:	ANDRESEN ARCHITECTURE INC. DOUG ANDRESEN (C14504) 17087 ORANGE WAY FONTANA, CA 92335 (909) 355-6688 doug.andresen@aaifirm.com
CIVIL:	HP ENGINEERING, INC. 1465 CRESTVIEW ROAD REDLANDS, CA 92374
CONTACT:	HENRY POQUIZ (909) 335-8239 hcpoquiz@aol.com
PHOTOMETRIC STUDY:	RPM ENGINEERS, INC. 102 DISCOVERY IRVINE, CA 92618
CONTACT:	RAYMOND PHUA (949) 450-1229 rayp@rpmpe.com
LANDSCAPE ARCHITECT:	RICHARD POPE & ASSOCIATES 1585 S. D STREET, #202 SAN BERNARDINO, CA 92408
CONTACT:	RICHARD POPE (949) 888-5568 richardpopeassocaites.la@gmail.com
APN:	**023-605-129**
GENERAL PLAN:	---
ZONING:	---
LAND USE SPECIFIC PLAN:	---
OCCUPANCY:	**B / S-1**
CONSTRUCTION:	**TYPE V-B**
FIRE SPRINKLERS:	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. SBCFD STANDARD 903.

PROJECT DESCRIPTION:

PROPOSED TRUCKING SALES FACILITY DEVELOPMENT CONTAINING OF ONE MAIN BUILDING WITH SIX REPAIR BAYS, ONE WASH BAY, ONE LUBE PIT BAY, PARTS DEPARTMENT AND A 2-STORY OFFICE AREA WITH OUTDOOR DECK; A DETACHED PERSONAL 3-CAR GARAGE BUILDING; AND SUPPORTING PARKING LOT, TRASH ENCLOSURE, PERIMETER BLOCK WALLS, WROUGHT IRON FENCING AND GATE, PARKING LOT LIGHTING, LANDSCAPING, AND REQUIRED STREET IMPROVEMENTS.

PLAN OF ACTIVITIES OF ALL BUSINESS AND LAND USES ON SITE ARE TRUCK SALES AND MINOR REPAIRS. BUSINESS HOURS OF OPERATION (GATE HOURS) ARE 8:00 AM TO 5:00 PM, ONE SHIFT PER DAY WITH 30 EMPLOYEES. REPAIRS ARE NOT OPEN TO THE PUBLIC, ONLY FOR TRUCK SALES. TYPES OF REPAIR: MINOR REPAIR (OIL CHANGE, TIRE CHANGES, REPLACING HEADLIGHTS AND WINDSHIELD WIPERS, AND ANY OTHER REPAIRS THAT CAN BE COMPLETED WITHIN ONE DAY).

Truck Repair / Offices	
Name	*Area*
First Floor	
Office Area	3,077 SF
Breakroom, Restrooms, Lockers	1,150 SF
	4,227 SF
Second Floor	
Office Area	5,402 SF
	5,402 SF
Conditioned	9,629 SF

Truck Repair / Offices	
Name	*Area*
First Floor	
6 Repair Bays	9,680 SF
Lube Pit Bay	1,653 SF
Parts Area	3,723 SF
Wash Bay	1,600 SF
	16,657 SF
Second Floor	
Deck Area 1	2,068 SF
Deck Area 2	832 SF
	2,900 SF
Non-Conditioned	19,556 SF
Total Area	29,185 SF

3 Car Garage	
Name	*Area*
First Floor	
Personal 3-Car Garage	1,271 SF
Non-Conditioned	1,271 SF

LOT GROSS AREA: **105,268 SF**

TOTAL BUILDINGS COVERAGE: **22,223 SF (21.1%) (50% ALLOWED)**
APPROVED OUTDOOR DISPLAY AREA: **3,000 SF**
LOADING ZONE: **540 SF**

NET LOT SIZE: 79,505 SF (100%)
LANDSCAPE AREA: 12,202 SF (15.3%) (15% MIN.)

PARKING SPACES REQUIRED:
PARKING (SOUTHWEST INDUSTRY PARK SPECIFIC PLAN)

INDUSTRIAL REPAIR (2 SPACES / 1,000 SF GFA)	16,657 / 1,000 * 2 =	33 SPACES
OFFICES (4 SPACES / 1,000 SF GFA)	9,629 / 1,000 * 4 =	39 SPACES
OUTDOOR DISPLAY/SERVICE/SALE (0.33 SPACE / 1,000 SF GFA) & 1 SPACE PER EMOPLOYEE	3,000 / 1,000 * .33 =	1 SPACE
	2 EMPLOYESS =	2 SPACES
	TOTAL =	**75 SPACES**

PARKING SPACES PROVIDED:

TRUCK / TRAILOR PARKING	**12' x 60' =**	**4 SPACES**
TRUCK CAB PARKING	**12' x 25' =**	**16 SPACES**
STANDARD PASSANGER PARKING	**9' x 19' =**	**52 SPACES**
PARALLEL PARKING (10% MAX)	**8' X 22' =**	**4 SPACES**
3-CAR GARAGE	**10' X 20' =**	**3 SPACES**
	TOTAL =	**79 SPACES**

ACCESSIBLE SPACES REQUIRED: 3 SPACES
ACCESSIBLE SPACES PROVIDED: 3 SPACES
(INCLUDING 1 VAN ACCESSIBLE)

ELECTRIC VEHICLE CHARGING SPACES REQUIRED: 4 SPACES
PROVIDED: 4 SPACES
(INCLUDING 1 VAN ACCESSIBLE)

BICYCLE PARKING/RACK SPACES REQUIRED: 2 SPACES
PROVIDED: 2 SPACES

Proposed Trucking & Office Building For:
GVT Truck Center
14592 Boyle Ave. Fontana, CA 92337

21-4115	3	3 Jan. 2023
	6	2 Apr. 2026
11 Apr. 2023		

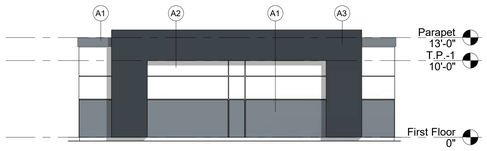
LICENSED ARCHITECT Douglas Andresen C-14504 12-31-22 RENEWAL DATE STATE OF CALIFORNIA

Site Plan & Floor Plans

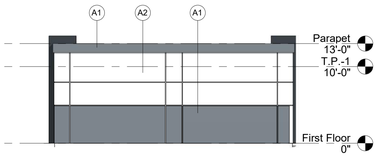
PL1

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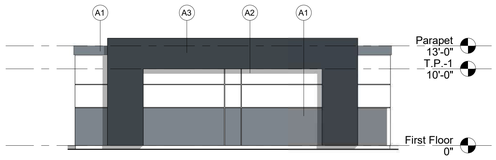
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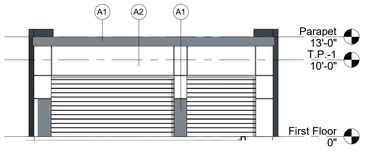
Garage - North Elevation
1/8" = 1'-0"



Garage - East Elevation
1/8" = 1'-0"

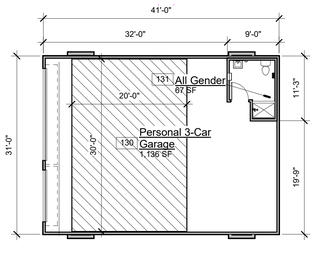


Garage - South Elevation
1/8" = 1'-0"

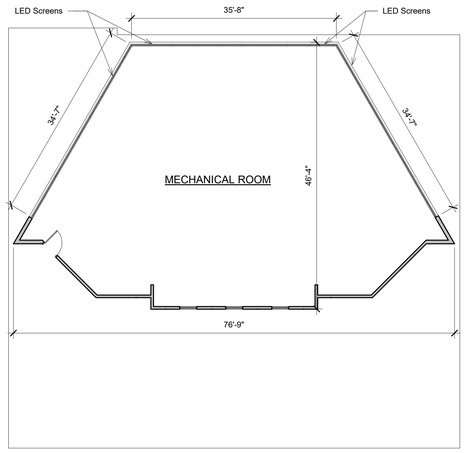


Garage - West Elevation
1/8" = 1'-0"

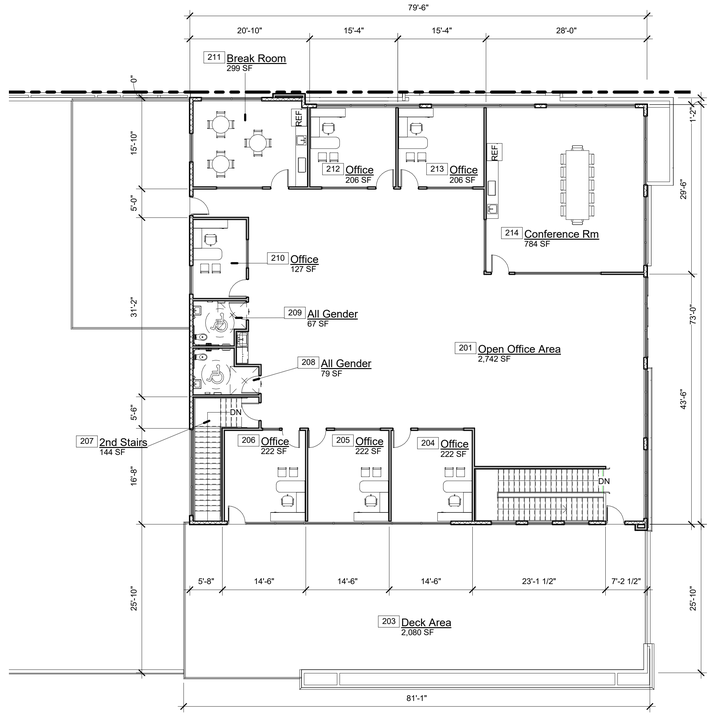
Material Legend				
Mark	Material	Manufacturer	Material Color	Product #
A1	EXTERIOR CEMENT PLASTER - DARK ACCENT COLOR	DUNN EDWARDS	"SHEET METAL"	DE6336
A2	EXTERIOR CEMENT PLASTER - LIGHT MAIN COLOR	DUNN EDWARDS	"LIGHTHOUSE"	DEW385
A3	CORRUGATED METAL SIDING - PAINTED	DUNN EDWARDS	"BLACK"	DEA002
A4	WOOD LOOK SIDING	NICHIHA	"REDWOOD"	VINTAGEWOOD
A5	DECORATIVE TRIM COLOR	DUNN EDWARDS	"RED ROOSTER"	DET459
A6	DECORATIVE TRIM COLOR	DUNN EDWARDS	"BLACK"	DEA002
A7	FABRICATED METAL MESH	-	-	-
A8	EXTERIOR CEMENT PLASTER - ACCENT COLOR	DUNN EDWARDS	"CASTLEROCK"	DE6375



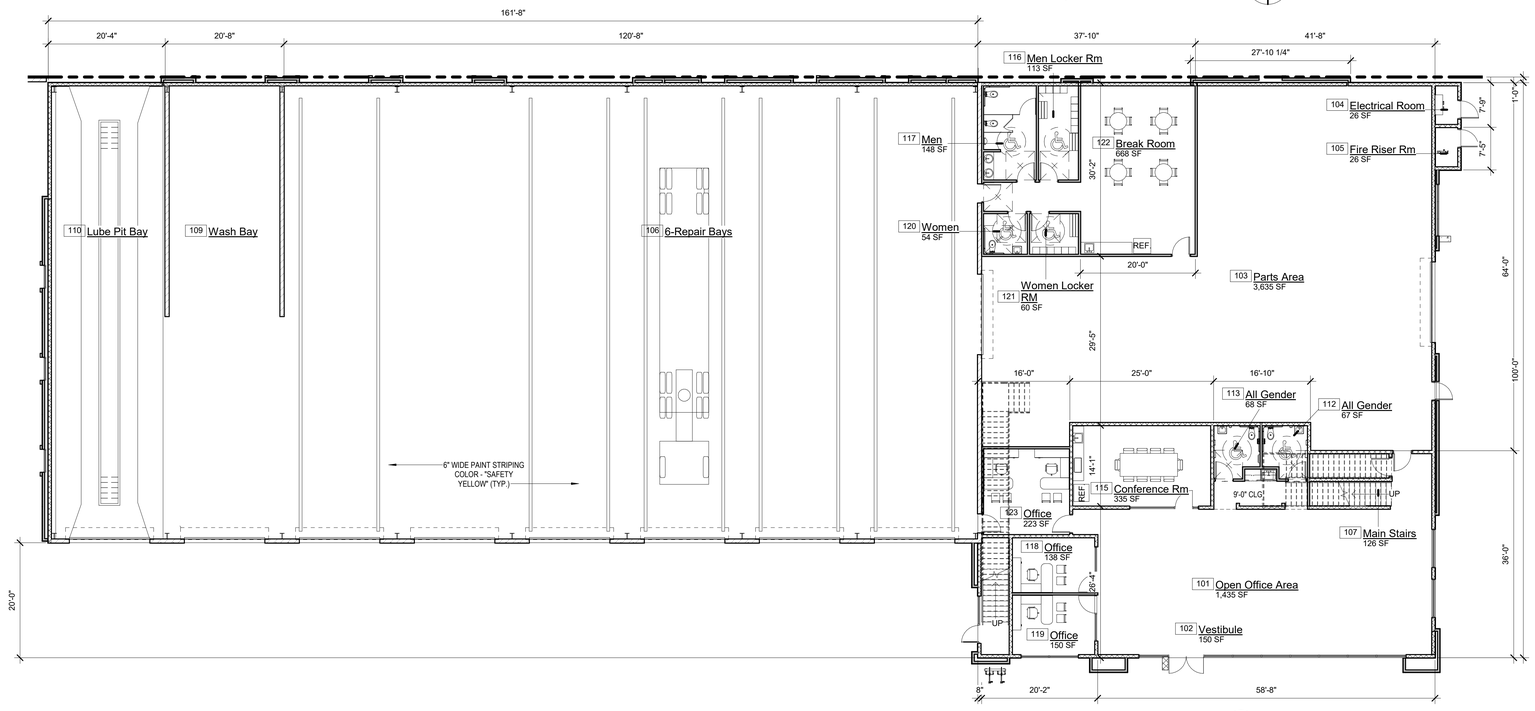
Garage Floor Plan
3/32" = 1'-0"



PL - Mech Room Level
3/32" = 1'-0"



Second Floor Plan
3/32" = 1'-0"



First Floor Plan
3/32" = 1'-0"

ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Trucking & Office Building For:
GVT Truck Center
14592 Boyle Ave. Fontana, CA 92337

21-4115
11 Apr. 2023

1 20 Oct. 2022

LICENSED ARCHITECT Douglas Andresen C-14504 12-31-22 RENEWAL DATE STATE OF CALIFORNIA

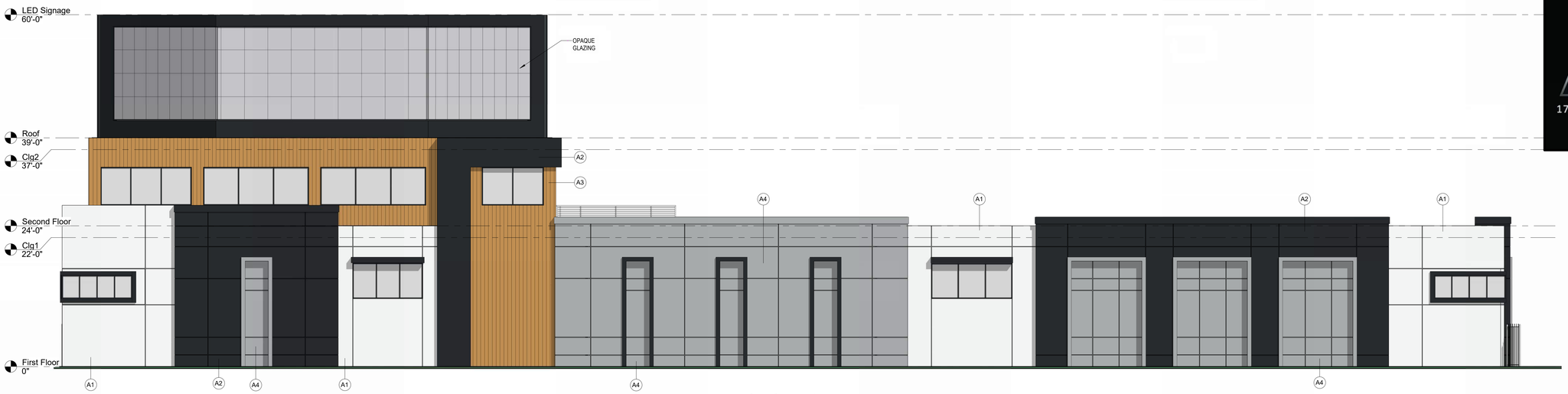
Floor Plans

PL2

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E:\Andresen Architecture Inc\AAI - Access\Projects\4_Projects 2020-2029\2021\21-4115 GVT Truck Center (Carcelen)\Revit\21-4115 GVT Truck Center.rvt
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ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688



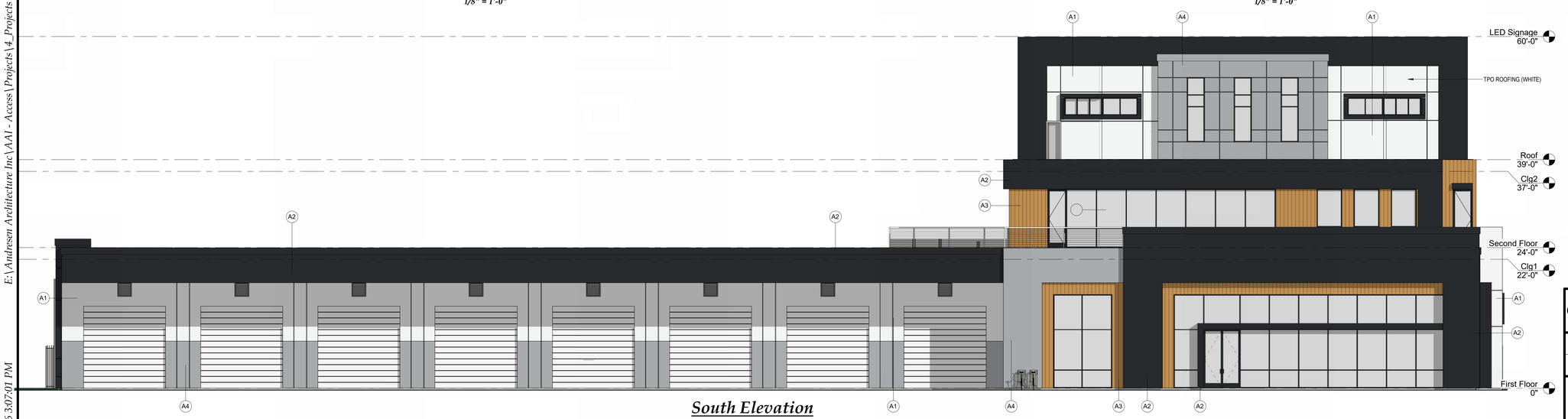
North Elevation
1/8" = 1'-0"



East Elevation
1/8" = 1'-0"



West Elevation
1/8" = 1'-0"



South Elevation
1/8" = 1'-0"



Material Legend

Mark	Material	Manufacturer	Material Color	Product #
A1	EXTERIOR CEMENT PLASTER - LIGHT MAIN COLOR	DUNN EDWARDS	"LIGHTHOUSE"	DEW385
A2	CORRUGATED METAL SIDING - PAINTED	DUNN EDWARDS	"BLACK"	DEA002
A2	DECORATIVE TRIM COLOR	DUNN EDWARDS	"BLACK"	DEA002
A3	WOOD LOOK SIDING	NICHIHA	"POPLAR"	VINTAGEWOOD
A4	EXTERIOR CEMENT PLASTER - ACCENT COLOR	DUNN EDWARDS	"CASTLEROCK"	DE6375

Proposed Trucking & Office Building For:
GVT Truck Center
14592 Boyle Ave. Fontana, CA 92337

21-4115	5	26 Jan 2026
11 Apr. 2023	6	26 Mar. 2026

LICENSED ARCHITECT Douglas Andresen C-14504 12-31-27 RENEWAL DATE STATE OF CALIFORNIA

Ext. Elevations

PL3

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Freeway View



Parking Lot View



Parking Lot View - Night Shot

Proposed Trucking & Office Building For:
GVT Truck Center
14592 Boyle Ave. Fontana, CA 92337

21-4115	
11 Apr. 2023	

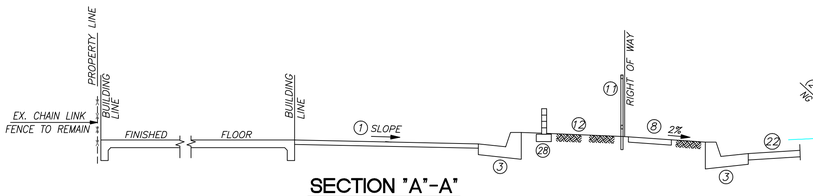
LIC. CENSED ARCHITECT Douglas Andresen C-14504 12-31-27 RENEWAL DATE STATE OF CALIFORNIA

Renderings

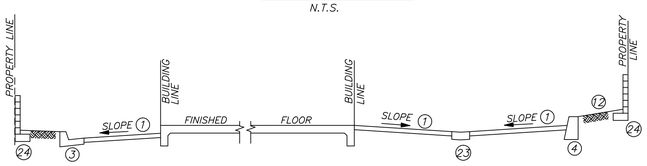
PL4

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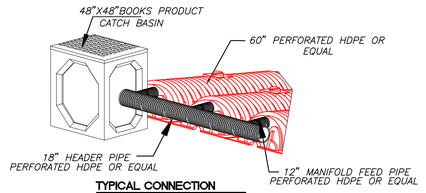
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SECTION "A"-A"
N.T.S.

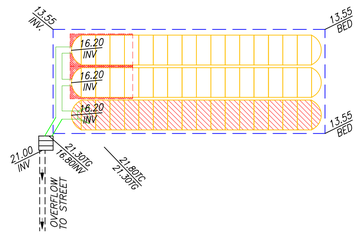


SECTION "B"-B"
N.T.S.



TYPICAL CONNECTION
N.T.S.

9 STORMTECH UNDERGROUND INFILTRATION SYSTEM
NOT TO SCALE



1"=20'

EXISTING RAILROAD RIGHT OF WAY

N88°22'00"E 332.85'

EXIST. CHAIN LINK FENCE TO BE REMOVED

EXIST. CHAIN LINK FENCE

REPAIR BAYS
FF=1028.00

OFFICE BUILDING
FF=1028.00

PARCEL 1

PARCEL 2

PARCEL 3

LOADING ZONE
45' x 12'

PROPOSED 3,000 SQ. FT. DISPLAY AREA TRUCK SALES

FF=1026.7
GARAGE

LOT LINE TO BE ADJUSTED

PATH OF TRAVEL

SHEET FLOW

1.30%

W=40'

N89°39'00"E 272.70'

NEW RIGHT OF WAY

EXIST. CHAIN LINK FENCE

EXIST. RIGHT OF WAY

EXIST. SIDEWALK

EXIST. CURB/GUTTER

EXIST. EDGE OF PAVING

LINE OF SIGHT

FLOW

N89°39'00"E

BOYLE AVENUE

S=200', SPEED=30 MPH

WATERLINE

FH

PP

S.MB

APN: 0236-051-29
EXISTING TRUCKING SERVICES

APN: 0236-051-04
EXISTING SINGLE FAMILY RES.

APN: 0236-051 19
EXISTING SINGLE FAMILY RES.

N00°08'20"E 332.22'

N00°08'20"E 249.72'

N00°08'20"E 90.00'

N89°39'00"E 60.00'

EXIST. CHAIN LINK FENCE TO BE REMOVED

4' ADDITIONAL DEDICATION

NORTH R/W

SOUTH R/W

CENTERLINE

34'

30'

30'

8'

22'

18'

12'

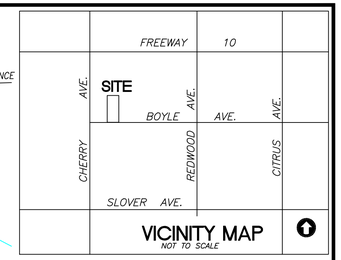
2%

SLOPE

SLOPE

2%

STREET CROSS-SECTION
BOYLE AVENUE
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

LEGEND:

TC = TOP OF CURB
TG = TOP OF GRATE
FL = FLOWLINE
TP = TOP OF PAVEMENT
FS = FINISHED SURFACE
FG = FINISHED GRADE
FF = FINISHED FLOOR
PE = PAD ELEVATION
NG = NATURAL GROUND
TMH = TELEPHONE M.H.
S = SEWERLINE
W = WATERLINE
INV = INVERT ELEVATION
PP = POWER POLE
D/W = DRIVEWAY
WM = WATER METER
C.L. = CENTERLINE
C.O. = CLEANOUT
FH = FIRE HYDRANT

= A.C. PAVING
= LANDSCAPING
= BUILDING AREA
= CONCRETE PAVING

KEY NOTES:

1. ASPHALT CONCRETE OVER AGGREGATE BASE PER SOILS REPORT
2. DRIVEWAY PER CITY STANDARD 1002
3. CURB AND GUTTER PER CITY STANDARD 1000
4. 6" PCC CURB PER CITY STANDARD 1000
5. GRATED CATCH BASIN
6. 4" THICK PCC WALKWAY, WIDTH VARIES
7. CURBSIDE OUTLET DRAIN PER CITY STANDARD 3000
8. STREET SIDEWALK PER CITY STANDARD
9. UNDERGROUND INFILTRATION SYSTEM (STORMTECH)
10. PAVEMENT STRIPING
11. 6' WROUGHT IRON FENCE
12. LANDSCAPING PER LANDSCAPE PLAN
13. TRASH ENCLOSURE PER CITY STANDARDS
14. EXISTING WATER SERVICE
15. INTERIOR LIGHT STANDARD
16. FIRE HYDRANT
17. 6" FIRE LINE
18. SEPTIC TANK
19. HANDICAP RAMP PER ADA STANDARDS
20. EXISTING LIGHT ON POWER POLE
21. REMOVE EXISTING DRIVEWAY
22. STREET WIDENING
23. CONCRETE SWALE
24. 8' HIGH BLOCK WALL
25. REMOVE EXISTING BUILDINGS
26. REMOVE EXISTING POWER POLE AND UNDERGROUND ELECTRICAL LINE
27. INSTALL STRET LIGHT
28. 3' HIGH SCREEN WALL

ENVIRONMENTAL NOTE:

1. CONTRACTOR TO USE TIER 4 EQUIPMENT FOR ALL GRADING OPERATIONS
2. CONTRACTOR TO USE ONLY MINI EXCAVATOR OR BOBCAT S175 ON AREAS WHERE ZERO "0" SETBACKS OCCUR.

NET AREA = 105,268 S.F.
= 2.42 Ac.

REGISTERED PROFESSIONAL ENGINEER
PERRY C. POOTE
No. 37037
Exp. 6-30-22
CIVIL
STATE OF CALIFORNIA

HP ENGINEERING, INC.
CIVIL ENGINEERING • LAND SURVEYING
1465 CRESTVIEW ROAD, REDLANDS, CA. 92374
Tel. (909) 335-8239 Fax (909) 335-9940

PRELIMMINARY GRADING PLAN
PROPOSED TRUCK REPAIR
14592 BOYLE AVENUE
APN: 0236-051-13, 21, 30

GVT TRUCK CENTER

CONCEPTUAL LANDSCAPE PLAN

14592 Boyle Ave.
Fontana, CA 92337

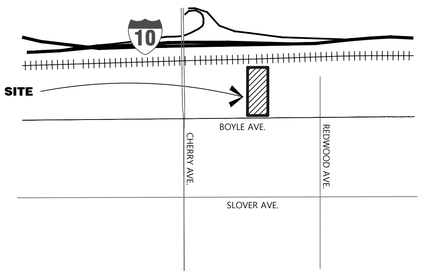
Total Landscape Area: 12,774 Sq. Ft.

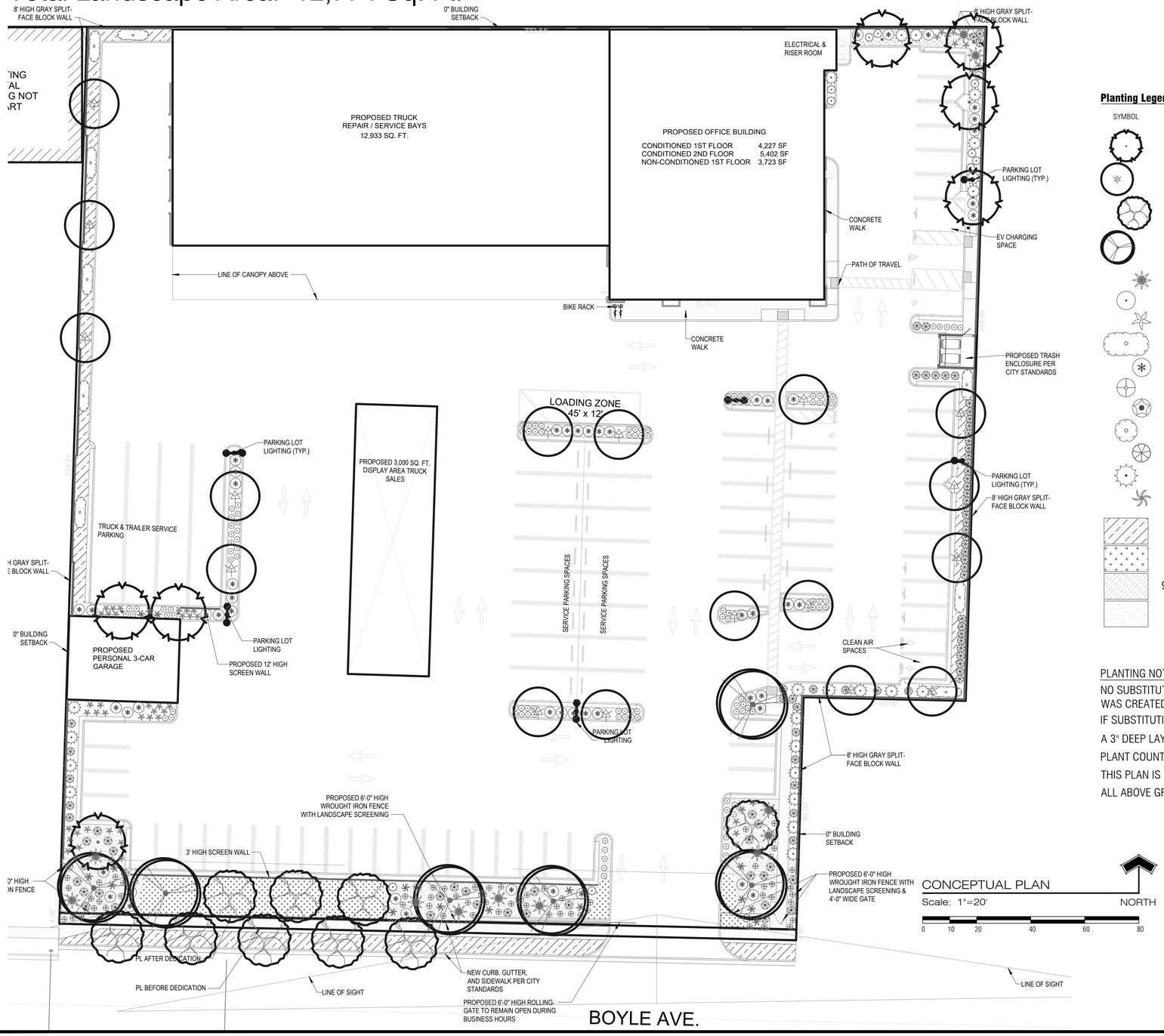
Applicant:

Jose Carcelen
14592 Boyle Ave.
Fontana, CA 92337
Contact: Jose Carcelen
Phone: (951) 922-6903
Email: jc8020@msn.com

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY'S WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE

SIGN _____ DATE 05/26/2023





CONCEPTUAL PLAN
Scale: 1"=20' NORTH
0 10 20 40 60 80

Planting Legend

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	WUCOLS IV WATER USAGE	INTENDED MATURE SIZE (HxW)
	7	30" Box	Chilopsis linearis	Desert Willow	Low	20' H, Ø 20'
	24	15 Gal.	Melaleuca quinquenervia	Cajeput Tree	Mod	30' H, Ø18'
	9	24" Box	Parkinsonia acuelata 'Desert Museum'	Thorn-less Palo Verde Tree	Low	20' H, Ø 20'
	6	24" Box	Prosopis chilensis Multi-Trunk	Thornless Chilean Mesquite	Low	25' H, Ø 25'
	11	5 Gal.	Agave americana	Century Plant	V. LOW	5'H, Ø 5-7'
	110	1 Gal.	Aloe 'Blue Elf'	Blue Elf Aloe	Low	2' H, Ø 2'
	50	1 Gal.	Aloe striata	Coral Aloe	Low	2' H, Ø 2'
	9	5 Gal.	Bougainvillea ' Crimson Jewel'	Bush Bougainvillea	Low	CLIMBING , Ø 6
	53	5 Gal.	Cistus purpureus	Orchid Rockrose	Low	4' H, Ø 4'
	62	1 Gal.	Gazania rigens 'Mitsowa Yellow'	Yellow Gazania	Mod	1' H, Ø 2'
	33	5 Gal.	Hesperaloe parviflora 'Brakelight Red'	Red Yucca	Low	2' H, Ø 3'
	12	15 Gal.	Pachycereus marginatus	Mexican Fence Post Cactus	Low	10' H, Ø 3'
	61	5 Gal.	Salvia chamaedryoides	Germander Sage	Low	2' H, Ø 3'
	22	5 Gal.	Tecoma stans	Yellow Trumpet Flower	Low	5' H, Ø 5'
	16	5 Gal.	Yucca baccata	Banana Yucca	V. Low	3' H, 3' Ø
	2,276 Sq. Ft.	Flats 12" o.c.	Baccharis pilularis 'Twin Peaks'	Coyote Bush	Low	2' H, Ø8'
	1,580 Sq. Ft.	Flats 12" o.c.	Salvia spathacea	Hummingbird Sage	Low	2' H, Ø 4'
	97Sq. Ft.	3" Deep	Decomposed Granite (Compacted)			
	1,912 Sq. Ft.	2" Deep	3/4" Gold Gravel			

PLANTING NOTES:

NO SUBSTITUTIONS, SPECIES OR VARIETY. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ALL ISSUES RESULTING FROM SUBSTITUTIONS. DESIGN WAS CREATED USING EXACT VARIETY INDICATED.

IF SUBSTITUTIONS ARE NECESSARY, CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT FOR SUBSTITUTION APPROVAL.

A 3" DEEP LAYER OF SHREDDED BARK MULCH SHALL BE PLACED IN ALL PLANTING BEDS.

PLANT COUNTS ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT COUNT PER PLAN.

THIS PLAN IS FOR AESTHETIC PURPOSES ONLY. RICHARD POPE AND ASSOCIATES IS NOT RESPONSIBLE FOR STRUCTURAL BLOCK WALL DESIGN.

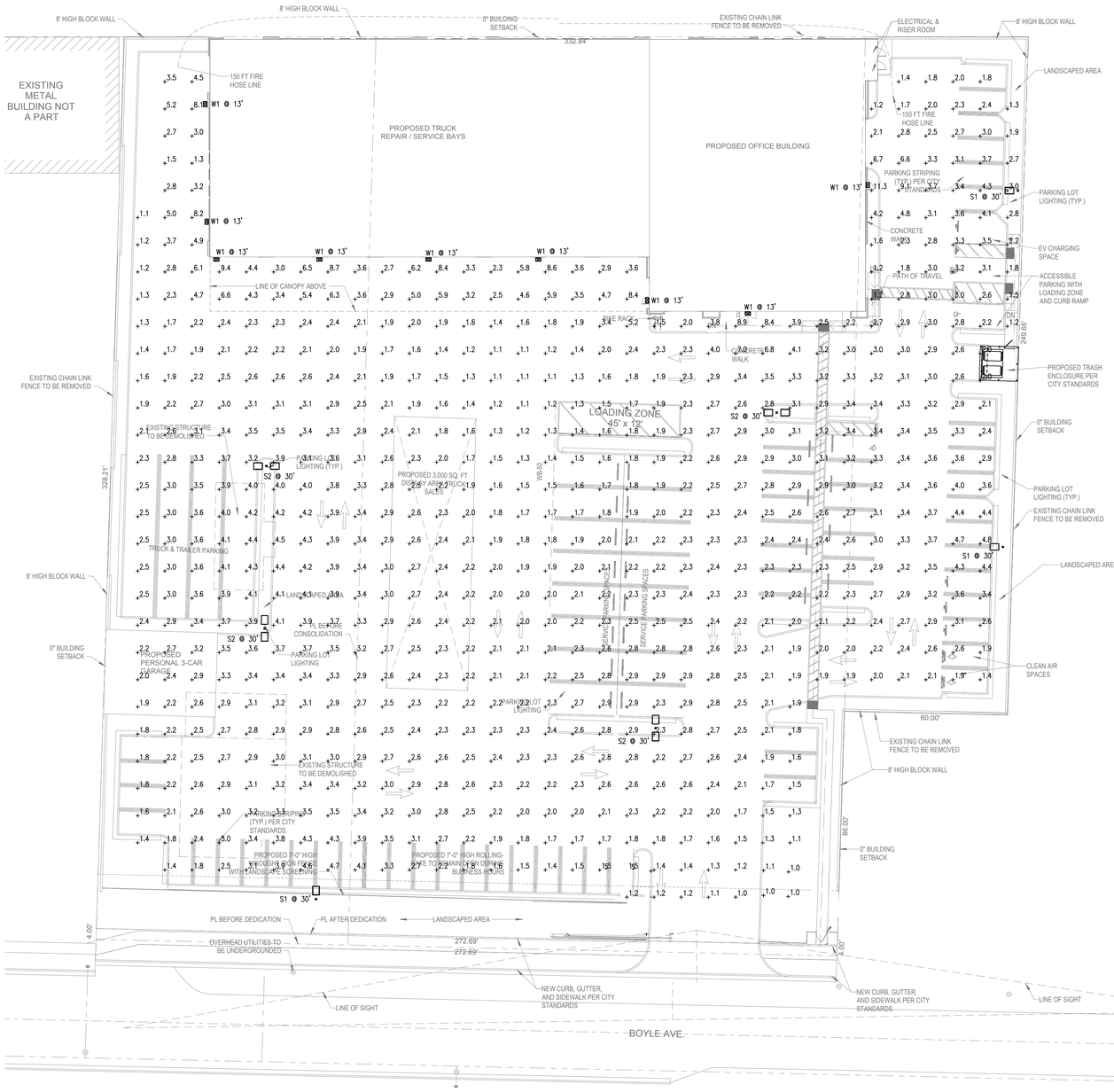
ALL ABOVE GROUND UTILITIES AND IRRIGATION EQUIPMENT SHALL BE SCREENED.

REGISTERED LANDSCAPE ARCHITECT
RICHARD J. POPE LIC. NO. 2664
05/26/2023
EXP.02/28/24
STATE OF CALIFORNIA

JOB: 21-31 LKD CKE
August 6, 2021

RICHARD POPE AND ASSOCIATES
Landscape Architecture
PO Box 3656
San Bernardino, CA 92413
Office phone: (909) 888-5568
richardpopeassociates.la@gmail.com
www.richardpopeandassociates.com
Richard Pope, Landscape Architect CA# 2664

ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688



SITE PHOTOMETRIC PLAN

SCALE: 1"=20'-0"

1

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site	+	2.8 fc	11.3 fc	1.0 fc	11.3:1	2.8:1

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Filename	Light Loss Factor	Wattage
	S1	3	Lithonia Lighting	RSX2 LED P4 40K R3 HS	RSX Area Fixture Size 2 P4 Lumen Package 4000K CCT Type R3 Distribution with HS Shield	B1 U0 G3	RSX2_LED_P4_40K_R3_HS.ies	0.95	187
	S2	4	Lithonia Lighting	RSX2 LED P3 40K R5	RSX Area Fixture Size 2 P3 Lumen Package 4000K CCT Type R5 Distribution	B5 U0 G3	RSX2_LED_P3_40K_R5.ies	0.95	294
	W1	9	Lithonia Lighting	WDGE2 LED P4 40K 80CRI VW	WDGE2 LED WITH P4 – PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT WIDE OPTIC	B1 U0 G1 (under 6,200 lumens)	WDGE2_LED_P4_40K_80CRI_VW.ies	0.95	35

RPM
Engineers, Inc.
102 DISCOVERY
Irvine, Ca. 92618
Tel. 949-450-1229 (293)
Fax: 949-450-1454
Contact: Mario Castro
e-mail: mario@rpmpe.com

Proposed Trucking & Office Building For:

GVT Truck Center

14592 Boyle Ave. Fontana, CA 92337

21-4115	
3 Nov. 2021	

REGISTERED PROFESSIONAL ENGINEER
DAN V. NGUYEN
No. 015596
Exp-12-31-2023
ELECTRICAL
STATE OF CALIFORNIA

SITE PHOTOMETRIC PLAN

E-1

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RESOLUTION NO. PC 2026 -_____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING CONDITIONAL USE PERMIT NO. 21-0021, CONDITIONAL USE PERMIT NO. 21-0025 AND ADMINISTRATIVE SITE PLAN NO 21-0057 FOR THE DEVELOPMENT OF A 29,185 SQUARE FOOT TRUCK AND SALES FACILITY WITH IMPROVEMENTS AND AN ACCESSORY STRUCTURE ON APPROXIMATELY 1.9 GROSS ACRES LOCATED AT 14592 BOYLE AVENUE , IDENTIFIED AS ASSESSOR PARCEL NUMBERS 0236-051-13, -21, -29 AND -30 PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332 AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, Assessor Parcel Numbers ("APNs") 0236-051-13, -21, -29 and -30 ("Project Site") were annexed from San Bernardino County into the City of Fontana on August 16, 2006; and

WHEREAS, on December 16, 2021, the City of Fontana ("City") received applications from Jose Carcelan ("Applicant") for a Conditional Use Permit ("CUP No. 21-0021") to establish a car sales use, a second Conditional Use Permit ("CUP No. 21-0025") to authorize truck repairs, and an Administrative Site Plan ("ASP No. 21-0057"), for land use, site plan and architectural approval of a 29,185 square foot truck repair and sales facility ("Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Light Industrial (I-L) and is located within Freeway Industrial/Commercial District (FID) of the Southwest Industrial Park (SWIP) Specific Plan which allows for such uses and developments; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is Categorically Exempt pursuant to Section No. 15332 (Class 32, Infill Development) and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA; and

WHEREAS, all of the notices required by statute and the Fontana Municipal Code have been given as required; 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 notice of the public hearing was published in the local *Fontana Herald News* newspaper on April 10, 2026, and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, on April 21, 2026, a duly noticed public hearing on CUP No. 21-0021, CUP No. 21-0025 and ASP No. 21-0057, was held by the City of Fontana Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City Staff, and other interested parties; and

WHEREAS, on April 21, 2026, the Planning Commission carefully considered all information, evidence and testimony presented at its public hearing on CUP No. 21-0021, CUP No. 21-0025 and ASP No. 21-0057; and

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

WHEREAS, Conditions of Approval are attached hereto as Exhibit "A" for CUP No. 21-0021, Exhibit "B" for CUP No. 21-0025 and Exhibit "C" for ASP No. 21-0057; 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 this reference.

Section 2. CEQA. Compliance with California Environmental Quality Act. The Planning Commission hereby determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project site is considered In-Fill Development and meets the CEQA requirements of infill: (1) The Project is consistent with the I-L Light Industrial designation of the General Plan and the Southwest Industrial Park (SWIP) Specific Plan/Freeway Industrial/Commercial District (FID) designation; (2) The Project site is less than five (5) acres; (3) the Project site has been previously developed and is not within any known sensitive or threatened habitat area; (4) The Project will not have a significant effects related to traffic, noise, air quality, or water quality and is supported by technical studies provided by the applicant; and (5) There are adequate public utilities services for the development of the Project. The Planning Commission further determines that none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project, and directs staff to file a Notice of Exemption.

Section 3. Conditional Use Permit Findings. The Planning Commission hereby makes the following findings for CUP No. 21-0021 in accordance with Section 30-150 "Findings for approval" for conditional use permits of the Fontana Zoning and Development Code:

Finding No. 1. **That the proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, General Plan and any applicable Specific Plan or Area Plan and City regulations/standards.**

Findings of Fact: The Project Site's General Plan Land use designation for the site is Light Industrial (I-L) and is located within the Southwest Industrial Park Specific Plan/Freeway Industrial/Commercial District, both of which allow such development. The Zoning and Development Code permits truck sales subject to approval of a Conditional Use Permit. Upon approval of the required CUP, the Project will comply with the FMC.

Finding No. 2. **The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The Project Site is approximately 1.9-acres which can accommodate the proposed truck sales site and complies with setbacks, landscaping, lot coverage and parking requirements. There will be one main vehicle access point to the site from Boyle Avenue. The driveway will be designed to accommodate passenger vehicle traffic, tractor-trailer traffic and service vehicles as necessary. The site plan also depicts a display area for trucks and office space for transactions. The physical characteristics of the site were reviewed by the Fontana Planning Department, and it was determined that the site met the requirements for yards, setbacks, walls, landscaping requirements and applicable Specific Plan and Zoning and Development Code regulations.

Finding No. 3. **Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: There will be no adverse effect to the public interest, health, safety, convenience, welfare, nor will be materially injurious to persons, property, or improvements in the vicinity or of the neighboring sites. The Project has been reviewed by Planning, Engineering, Building and Safety, and County Fire Prevention for site circulation, access, safety, and found to meet the requirements for all applicable building code, zoning and fire code standards.

Section 4. Conditional Use Permit Findings. The Planning Commission hereby makes the following findings for CUP No. 21-0025 in accordance with Section 30-150 "Findings for approval" for conditional use permits of the Fontana Zoning and Development Code:

Finding No. 1. **That the proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, General Plan and any applicable Specific Plan or Area Plan and City regulations/standards.**

Findings of Fact: The General Plan Land use designation for the site is Light Industrial (I-L) and is located within the Southwest Industrial Park Specific Plan/Freeway Industrial/Commercial District, both of which allow such development. The Zoning and Development Code permits truck tire repair use subject to approval of a Conditional Use Permit. Upon approval of the required CUP, the Project complies with the FMC.

Finding No. 2. **The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The Project Site is approximately 1.9-acres which can accommodate the proposed truck tire repair facility and complies with setbacks, landscaping, lot coverage and parking requirements. There will be one main vehicle access point to the site from Boyle Avenue. The driveway will be designed to accommodate passenger vehicle traffic, tractor-trailer traffic and service vehicles as necessary. The site plan also depicts a loading area and truck and trailer parking stalls to accommodate the vehicles that are being serviced on-site within the enclosed building. The physical characteristics of the site were reviewed by the Fontana Planning Department, and it was determined that the site met the requirements for yards, setbacks, walls, landscaping requirements and applicable Specific Plan and Zoning and Development Code regulations.

Finding No. 3. **Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: There will be no adverse effect to the public interest, health, safety, convenience, welfare, nor will be materially injurious to persons, property, or improvements in the vicinity or of the neighboring sites as currently proposed. The Project has been reviewed by Planning, Engineering, Building and Safety, and County Fire Prevention for site circulation, access, safety, and found to meet

the requirements for all applicable building code, zoning and fire code standards.

Section 5. Administrative Site Plan- Major Findings. The Planning Commission hereby makes the following findings for ASP No. 21-0057 in accordance with Section 30-81 "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 project consists of a request for Site Plan and Architectural Review for the construction of a 29,185-square-foot truck tire repair facility on an approximately 1.9-acre site. The proposed facility includes an office area and six (6) service bays. In addition, twenty (20) oversized vehicle parking stalls are proposed within the site to accommodate ancillary truck and trailer parking during vehicle servicing. The Project Site is designated Light Industrial (I-L) under the General Plan and within the Southwest Industrial Park (SWIP) Specific Plan / Freeway Industrial/Commercial District. The proposed use is permitted within this designation and zoning district subject to approval of a Conditional Use Permit, which the Applicant is also seeking. The Project has been designed to comply with all applicable zoning and development standards of the Zoning and Development Code.

Finding No. 2. **The proposal meets or exceeds the criteria contained in this chapter and will result in an appropriate, safe and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact: The Project Site will incorporate site improvements which include new landscaping, parking, lighting, fencing, and a new trash enclosure. The Project Site is adequate in size, shape, topography, and accessibility to accommodate the proposed repair building. The Project has adequate parking, and based on these factors, the Project meets the criteria in the Administrative Site Plan section of the Zoning and Development Code. Furthermore, the Project has been reviewed by Planning, Building and Safety, Engineering, and Fire Departments. Additional improvements such as sidewalks, parkway landscaping, curb and gutter, and drainage and grading improvements, help to contribute to a safe, well-designed Project that promotes the public health, safety, and welfare of the community.

Finding No. 3. **The proposal, 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 Project Site will incorporate on-site improvements which include new landscaping, parking, lighting, fencing and a new trash enclosure. The Project improvements will create an aesthetically pleasing design to enhance the surrounding neighborhood. Compliance with the applicable building codes, zoning codes, fire codes and standards will ensure the Project is safe, attractive, and well-designed.

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

Findings of Fact: The Project includes appropriate site improvements consisting of new landscaping, parking areas, lighting, fencing, and a trash enclosure, all designed in compliance with the Zoning and Development Code. The site is adequate in size, configuration, and accessibility to accommodate the proposed improvements. The Project also includes required public improvements such as sidewalks, parkway landscaping, curb and gutter, and drainage and grading improvements to ensure safe vehicular and pedestrian circulation. The Project has been reviewed by the Planning, Building and Safety, Engineering, and Fire Departments, and all site improvements are designed to meet applicable codes and standards, resulting in a safe, functional, and well-designed facility.

Section 6. Approvals. Based upon the foregoing, the Planning Commission hereby approves CUP No. 21-0021 subject to the Conditions of Approval attached hereto as **Exhibit "A",** CUP No. 21-0025 subject to the Conditions of Approval attached hereto as **Exhibit "B,"** and ASP No. 21-0057 subject to the Conditions of Approval attached hereto as **Exhibit "C,"** all exhibits are incorporated herein by this reference as though fully set forth herein.

Section 7. 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 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 10. Severability. If any provision of this Resolution or the application of any such 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.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 21st day of April 2026.

City of Fontana

_____

Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 21st day of April 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Torrie Lozano, Secretary

EXHIBIT "A"

CITY OF FONTANA
CONDITIONS OF APPROVAL

CASE: Conditional Use Permit No. 21-0021 **DATE**: April 21, 2026
Master Case No. 21-0128

LOCATION: The project site is located at 14592 Boyle Avenue (APNs: 0236-051-13, -21, -29 and -30).

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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
   B. All other Conditions of Approval imposed by this project have been fulfilled.

2. This Conditional Use Permit 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.

3. 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 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.

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. After the fifteen (15) day appeal period, the Applicant shall remove the notice of Filing sign from the project site. The Applicant may request a refund of the $300 sign deposit. The request shall be submitted to the Planning Department.

5. 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.

6. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Municipal Code.

7. The project shall incorporate graffiti resistant materials. The property owner shall at all times maintain an adequate amount of paint, matching the project, and shall abate any graffiti at the project within 48 hours of appearance of such graffiti.

8. All landscaping must be adequately maintained at all times. If the applicant/owner fail to maintain the landscape as originally approved, the owner/applicant shall be required to renovate the landscape to meet current landscape standards and water conservation ordinance.

9. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.

10. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.

11. 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.

12. The permitted hours of operation shall be between 7:00 a.m. and 7:00 p.m. Monday through Sunday.

13. Conditional Use Permit No. 21-0021 shall comply with all applicable development standards of Chapter 30 (Zoning and Development) and the Southwest Industrial Park Specific Plan.

14. All sales trucks must be parked in a parking stall or placed in a display area and may not be parked or displayed in any drive aisle or fire lane.

EXHIBIT "B"

CITY OF FONTANA
CONDITIONS OF APPROVAL

CASE: Conditional Use Permit No. 21-0025 **DATE**: April 21, 2026
Master Case No. 21-0128

LOCATION: The project site is located at 14592 Boyle Avenue (APNs: 0236-051-13, -21, -29 and -30).

PLANNING DEPARTMENT:

15. This approval shall become null and void two 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.

16. All Conditions of Approval 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 or grading plans prior to issuance of any building or grading permits.

17. 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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
    B. All other Conditions of Approval imposed by this project have been fulfilled.

18. This project will comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.

19. 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 California Environmental Quality Act (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.

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.

20. 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 the 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 Manger's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections 30-30 and 30-31 of the Municipal Code.

21. 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.

22. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.

23. All truck tire repair shall occur within the enclosed building.

24. There shall be no storage of trucks, trailers, or shipping containers on the premises, other than those trucks receiving service. There shall be no outdoor storage, including storage of equipment, tires or parts.

25. All being trucks being serviced must be parked in a parking stall and may not be parked on any drive aisle or fire lane.

26. There shall be no queuing of trucks or vehicles in the public right-of-way.

27. The permitted hours of operation for the facility shall be between the hours of 7:00 a.m. and 7:00 p.m., seven days a week.

28. Conditional Use Permit No. 21-0025 shall comply with all applicable development standards of Chapter 30 (Zoning and Development) and the Southwest Industrial Park Specific Plan.

29. The project shall incorporate graffiti resistant materials. The property owner shall at all times maintain an adequate amount of paint, matching the project, and shall abate any graffiti at the project site within 48 hours of appearance of such graffiti.

30. 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. Applicant must provide a photometric layout under separate exhibit to ensure the minimum light standard is met.

31. The applicant shall post a publicly visible sign at 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 the authority to receive complaints and immediately initiate corrective actions for dust, noise, and construction issues. 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.

32. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Community Development or his/her designee. The landscaping utilized on fencing shall be maintained in a manner to sufficiently screen the truck dock and truck parking areas.

33. All installed roof-mounted mechanical units shall be screened from view of adjacent streets by a parapet in height equal or greater to the installed unit, unless another method of visual screening is approved by the Director of Planning.

EXHIBIT "C"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

CASE: Master Case No. (MCN) 21-0128 **DATE**: April 21, 2026
Administrative Site Plan No. 21-0057

LOCATION: The project site is located at 14592 Boyle Avenue (APNs: 0236-051-13, -21, -29 and -30).

PLANNING DEPARTMENT:

34. 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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
    B. All other Conditions of Approval imposed by this project have been fulfilled.

35. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.

36. All signs shall be reviewed under a separate Design Review Sign application.

37. This approval shall become null and void two 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.

38. 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.

39. This project will comply with all applicable provisions, regulations, and development standards of the City of Fontana Municipal Code and the Southwest Industrial Park Specific Plan.

40. Prior to the issuance of a Certificate of Occupancy, the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning.

41. 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 California Environmental Quality Act (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.

    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.

42. 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 Manger's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections 30-30 and 30-31 of the Municipal Code.

43. The Applicant shall obtain approval of a fencing plan and all applicable permits from the Planning Department and Building and Safety Department addressing all existing and proposed fencing and block walls.

44. 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 Division.

45. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.

46. 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.

47. All roof-mounted equipment shall be screened from view of adjacent properties and public rights-of-way by a parapet in height equal to or exceeding the installed unit with colors and materials that complement the building architecture, as approved by the Director of Planning.

48. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.

49. Upon discovery of any cultural tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All cultural tribal 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 other parts of the project while evaluation takes place.

    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.

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.

50. Grading and landscape plans shall match the approved architectural site plans of ASP21-0057.

51. The construction contractor will use the following source controls at all times:

    A. Use of noise-producing equipment will be limited to the interval from 8:00 a.m. to 5:00 p.m., Monday through Friday.

    B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.

    C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.

    D. Have only necessary equipment onsite.

    E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:

        i. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.

        ii. Temporarily enclose localized and stationary noise sources.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

52. All Development fees must be paid prior to Certificate of Occupancy.

PRIOR TO ISSUANCE OF GRADING PERMIT

53. All Conditions of Approval 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 or grading plans prior to issuance of any building or grading permits.

BUILDING AND SAFETY DEPARTMENT

54. 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

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.
I. 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.
J. 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.

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

62. In addition to approval from Building & Safety, the applicant is required to obtain approval from the California Regional Water Quality Control Board, Santa Ana Region for the private Sewage Disposal System.

63. 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

64. 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

65. 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) inter mixing in the event of an accident or spill.

66. 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.

FIRE DEPARTMENT:

67. **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.

68. **Fire Access Road Width**: 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.

69. **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.

70. **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.

71. **Water System Commercial**: 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: 1,500 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 12,933 Square Foot structure.

72. **Hydrant Marking:** Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

73. **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 foot 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.

74. **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.

75. **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.

76. **Fire Alarm, Manual or Automatic:** A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA 72 and all applicable codes is required. 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, SBCFD Standard F-5, & NFPA 72.

77. **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.

78. **Commercial Addressing:** Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum eight (8) inches in height and with a one (1) 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

79. **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

80. **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

81. **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.

82. **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.

ENGINEERING DEPARTMENT:

83. The proposed on-site septic system must be reviewed and Approved by the Santa Ana Regional Water Quality Board. A copy of such approvals must be provided to the City at time of plan submittal. If approval for septic system cannot be obtained, then project will be required to extend and connect to sewer system.

84. 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.

85. 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.

PRIOR TO ISSUANCE OF GRADING PERMIT

86. 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. Chamber sizing on water quality plan and drainage report shall be consistent.

87. 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 ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

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

89. The Applicant shall record All map's, easements, dedications, lot line adjustments as required for the development.

90. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. For a full list of traffic requirements, refer to the Traffic Division's conditions of approval. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

91. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

92. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

93. 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.

94. The Surveyor of Record 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.

95. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

96. 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.

97. 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.

98. 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 Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

ENGINEERING DEPARTMENT (TRAFFIC):

99. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:

    A. The Project may have a single ingress/egress point along Boyle Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

100. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.

101. All gated ingress locations which do not provide adequate space within the Project site for the design vehicle to turn around shall be designed so that the gate position as either opened or closed is visible to drivers in the public Right-of-Way. At no time shall the design and gating of Project driveways require vehicles to reverse into a

travel lane in the public Right-of-Way in order to depart or turn around. This requirement may be excluded if the gate is manned at all times with personnel who may permit an errant driver to enter the site in order to turn around and depart.

102. Stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.

103. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.

104. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

105. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.

106. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

107. The Applicant shall pay the applicable Development Impact Fees prior to the issuance of any occupancy permits at the established rate pursuant to Government Code Section 66007.

END OF CONDITIONS

FONTANA
CALIFORNIA

NOTICE OF EXEMPTION

TO: ☐	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 21-0189; Conditional Use Permit No. 21-0021, Conditional Use Permit No. 21-0025 and Administrative Site Plan No. 21-0057**
2. Project Applicant (include address, telephone number and email address):	**Jose Carcelan** **GVT Trucking** **P.O. Box 1917** **Rancho Cucamonga, CA 91729** **(951)992-6903** **Jc8020@msn.com**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**The project site is located at 14592 Boyle Avenue** **(APN: 0236-051-13, -21, -29 and -30)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**A request to construct and operate a truck sales site with truck repairs including a facility consisting of office space and six (6) service bays on an approximate 1.9-acre lot.**
6. Name of Public Agency approving project:	City of Fontana

7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**Jose Carcelan** **GVT Trucking** **P.O. Box 1917** **Rancho Cucamonga, CA 91729** **(951)992-6903** **Jc8020@msn.com**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332-Class 32 (Infill-Development) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	
9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32-Infill Development). The project meets the CEQA requirements of Infill: (1) The Project is consistent with the Light Industrial (I-L) land use designation of the General Plan and FID District of the SWIP zoning district; (2) The Project Site is less than five (5) acres; (3) The Project Site has previously been developed, and is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project.**

10. Lead Agency Contact Person: Telephone:	Alejandro Rico, Associate Planner 909-350-6558
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: April 21, 2026	

Date:

_____
Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

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 (MCN) No. 21-000128: Conditional Use Permit (CUP) No. 21-000021; Conditional Use Permit (CUP) No. 21-000025; and Administrative Site Plan (ASP) No. 21-000057

A conditional use permit request for a proposed truck sales operation and a conditional use permit request for a proposed repair facility operation along with an administrative site plan request for the construction of an approximately 29,185 square foot building and associated site improvements on an approximately 1.9-acre site.

Environmental Determination: This project is categorical exempt pursuant to Section No. 15332 (Infill Development Projects) of the California Environmental Quality Act (CEQA), and Section 3.22 (Categorical Exemption) of the 2019 City of Fontana Local Guidelines for Implementing the California Environmental Quality Act.

Location of Property: 14592 Boyle Avenue, (APN: 0236-051-29)

Date of Hearing: April 21, 2026

Place of Hearing: Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, CA

Time of Hearing: 6:00 P.M.



Should you have any questions concerning this project, please contact Alejandro Rico, Associate Planner, at (909) 350-6558 or by email: arico@fontanaca.gov

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ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

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: April 10, 2026

File #: 26-0907
Agenda #: PH-B

Agenda Date: 4/21/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 22-000011-R3: Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2), Minor Use Permit No. 25-0006, and Design Review No. 22-00005-R2 - A request for site and architectural approval for a proposed revision to a previously approved commercial center. Revisions include the reconfiguration of the site from five parcels to four parcels and the relocation of the carwash building, vacuums and canopies to the northwest portion of the site, pursuant to a previously approved Mitigated Negative Declaration for the Midland Plaza project in accordance with CEQA Guidelines Sections 15162 through 15164 et seq.

RECOMMENDATION:
Based on the information in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2026 -___; and,

1. Find that, pursuant to CEQA Guidelines Sections 15162 through 15164 et sec, the project has been reviewed under the previous Mitigated Negative Declaration for Tentative Parcel Map No. 20761 (TPM No. 22-000033), Conditional Use Permit No. 22-000002, Design Review No 22-000005 and has adequately identified that there will be no impacts associated with the project that cannot be mitigated, and no previously reviewed impact areas have substantially changed and direct staff to file a Notice of Determination; and,
2. Adopt a resolution approving Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2), Minor Use Permit No. 25-0006, and Design Review No. 22-000005-R2.

APPLICANT:
Core States Group
18215 72nd Avenue S
Kent, WA 98032

LOCATION:
The project site is located on the west side of Sierra Avenue between Baseline Avenue and Montgomery Avenue (APN 0241-051-01, -02, -16, -17 and -32)

REQUEST:
Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2) - A request to reconfigure five parcels into four parcels.

Minor Use Permit No. 25-0006 - A request to operate an automatic carwash on the subject site.

Design Review No. 20-000031-R2 - A request to amend the previous approval for the retail center to include only an automobile fueling station and automatic carwash.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
Land Use Designations:

	General Plan	Zoning /Overlay	Existing Land Use
Site:	General Commercial (C-G)	General Commercial (C-2)	Vacant
North:	Walkable Mixed Use I (WMXU-1)	Promenade Specific Plan	Baseline Avenue - Medical facility
South:	Multi-Family Residential (R-MF)	Multi-Family Residential (R-3)	Montgomery Avenue - Existing single-family dwelling
East:	General Commercial (C-G)/Medium-Density Residential (R-M)	General Commercial (C-2)/Medium-Density Residential (R-2)	Sierra Avenue - Fueling station and single-family dwellings
West:	Multiple-Family Medium/High Density Residential (R-MFMH)	Multiple-Family Medium/High Density Residential (R-4)	Vacant

PROJECT DESCRIPTION:

A. Site Area: Approximately 6.3 adjusted gross acres

B. Lot Coverage:

Maximum allowed: 50 percent (maximum coverage)

Provided: 18.8 percent

C. Building/Unit Analysis:

Fuel canopy	Approximately	6,063	square feet
Convenience store	Approximately	5,608	square feet
Retail	Approximately	2,719	square feet
Quick svc. restaurant	Approximately	2,160	square feet
Carwash	Approximately	5,000	square feet
Total:		21,550	square feet

D. Parking Analysis:

Vehicle Spaces
Required: 79 spaces
Provided: 93 spaces

E. Landscaping:

Minimum Required: 15 percent
Proposed: 18.1 percent

ANALYSIS:

Background

- Master Case No. 22-000011, inclusive of Tentative Parcel Map No. 20761 (TPM No. 22-000033), Conditional Use Permit No. 22-000002, and Design Review No 22-000005 for a retail center consisting of an automobile fueling station, convenience store, drive-thru restaurant, sit down restaurant, drug store and multi-tenant retail building, was previously approved by the Planning Commission on August 15, 2023.

- Master Case No. 22-000011-R1, Minor Use Permit No. 22-000001 and Administrative Site Plan No. 24-0009 for the addition of a new automatic car wash with vacuum spaces and canopies on a separate parcel within the overall site was approved by the Director of Planning on October 31, 2024.

The applicant, Core States Group, is requesting a Tentative Parcel Map for the reconfiguration of the existing parcels, and site and architectural review and approval for revisions to a previously approved retail center to include an automobile fueling station with convenience store and quick service restaurant and an automatic carwash with vacuums and canopies on an approximately 6.3 adjusted gross acre site located in the General Commercial (C-2) zoning district.

The originally approved development included a sit-down restaurant, drug store and multi-tenant retail building. At this time, the applicant is excluding those buildings from the development of the site, and two of the four proposed parcels will remain vacant until developed at a later date.

Tentative Parcel Map No. 20761 (TTM No. 22-000033-R2):
Tentative Parcel Map No. 20761 is a request to consolidate five parcels into four parcels on a site totaling approximately 6.53 adjusted gross acres for the purpose of developing a commercial retail center. Lot 1 is to be developed with an automobile fueling station and convenience store and drive through restaurant. Lot 2 is to be developed with an automatic car wash, vacuums and canopies. Lots 3 and 4 are now to remain vacant and will be developed at a later time. The lots, as proposed, will comply with all standards of the City's Municipal Code including Chapter 26 (Subdivisions) and Chapter 30 (Zoning and Development Code).

Minor Use Permit No. 25-0006:
Per Section No. 30-486 of the Fontana Municipal Code, an automobile wash is allowed with the granting of a minor use permit. The proposed car wash will be located on a different parcel/location on the project site than previously approved. The proposed carwash is to be located on the northwest portion of the site, adjacent to the fueling station and Baseline Avenue. It has been designed to be architecturally compatible with the fueling station. The proposed location will not have any adverse impacts on surrounding properties or land uses. The carwash tunnel will be located approximately 120 feet from Baseline Avenue. Berming and landscaping will be utilized adjacent to Baseline Avenue, which will minimize noise and visual impacts for land uses to the north of the site.

Additionally, a 45-foot setback has been provided between the carwash tunnel and the western property line, which is greater than the required 20-foot setback from the adjacent residentially zoned parcel. While the adjacent parcel is vacant and undeveloped, the additional setback for the carwash tunnel provided will limit any potential impacts on future development.

Design Review No. 22-000005-R2:

The architectural elevations will match the previously approved elevations and will utilize the Modern architectural style. The proposed buildings have been designed with a unifying theme but with individual identities. They incorporate flat rooflines, elements of asymmetry, a mix of cool and warm building siding tones, metal and glass accents and wood-look siding.

The location and architectural design of the fueling station and convenience store/quick service restaurant will remain as previously approved. It will be located in the northeast portion of the site, at corner of Sierra Avenue and Baseline Avenue. The fueling station and convenience store have been designed in a reverse configuration with the convenience store placed adjacent to the street frontage. The drive-thru lane between the building and public right-of-way will be screened with berms and landscaping. The fueling station canopy will include accent material utilized for the other buildings on the site along the structural columns.

The previously approved automatic carwash was located in the southwest portion of the site. The proposed location will be to the west of the fueling station at the northwest portion of the site, adjacent to Baseline Avenue.

The remainder of the site will be developed in the future. Any future development will require review and approval through the entitlement process.

Grading/Wall:
The site is vacant and undeveloped. The project site and the adjacent parcels to the west are at similar grades and slope slightly from north to south. After the proposed development, the subjective site will have less than a two-percent grade to the south. A block wall will be constructed along the westered property lines. The project will be conditioned to fence the parcels that will remain vacant using split rail fencing until those areas are developed.

Circulation:
The site will be accessed by driveways on Sierra Avenue, Baseline Avenue and Montgomery Avenue. Due to a raised median on Sierra Avenue Baseline Avenue, driveways on those streets will be limited to right turn in and right turn out movement. The driveway on Montgomery Avenue will allow for full ingress and egress movements.

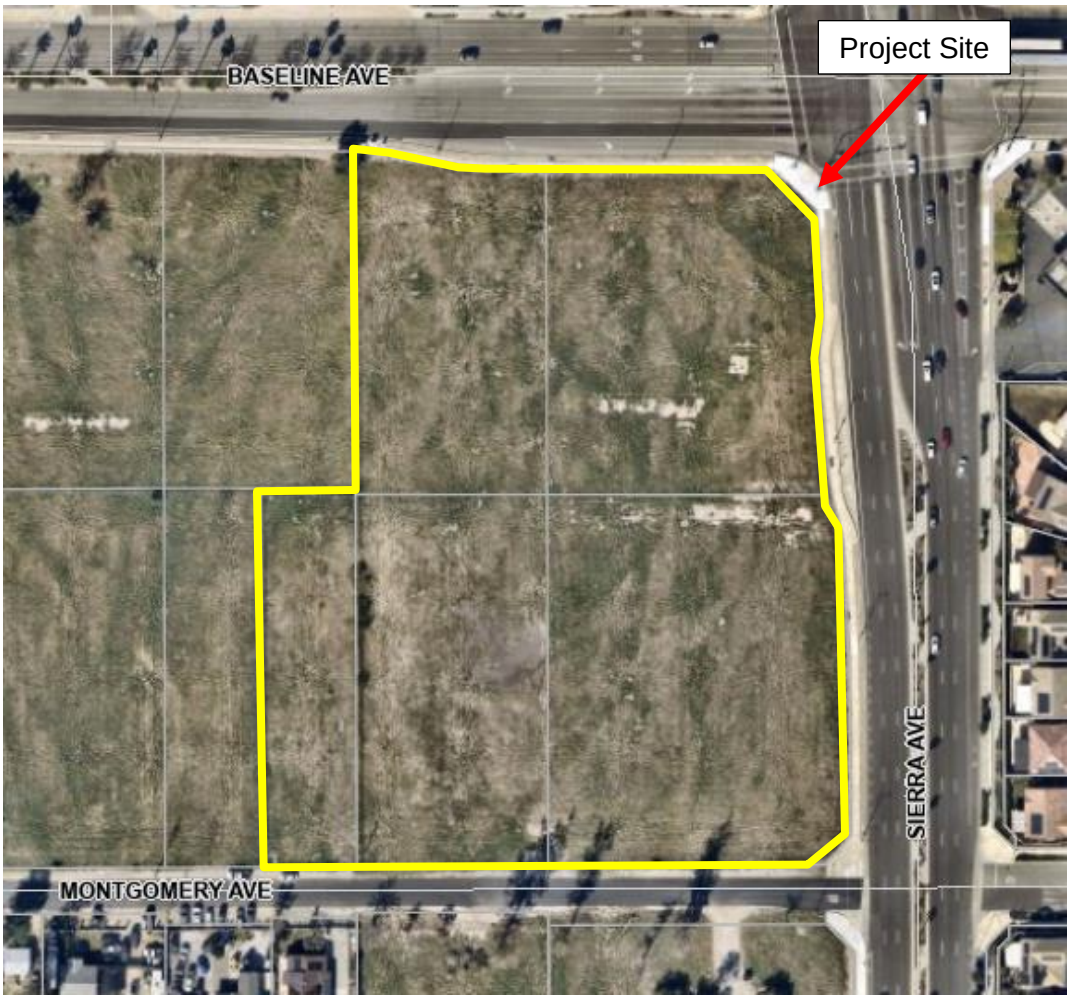
Parking:
Parking will be provided in a surface parking lot accented with landscaping. The parking spaces provided for both uses meet the minimum parking spaces required by the Fontana Municipal Code.
Environmental:
Based on the California Environmental Quality Act (CEQA), Sections 15162 through 15164 et seq, staff has determined that the previously adopted Mitigated Negative Declaration has adequately identified that there will be no impacts associated with the project, and that there have been no substantial changes proposed which would require major revisions, no changes have occurred with respect to the circumstances under which the project is undertaken, there is no new information of substantial importance, and no previously reviewed impact areas have substantially changed. Therefore, a subsequent mitigated negative declaration is not required, and a Notice of Determination has been prepared.

MOTION:

Approve staff's recommendation

ATTACHMENTS:
Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans
Attachment No. 3 - Planning Commission Resolution, Findings and Conditions of Approval
Attachment No. 4 - Notice of Determination
Attachment No. 5 - Notice of Public Hearing

CITY OF FONTANA PLANNING DEPARTMENT



NORTH

VICINITY MAP

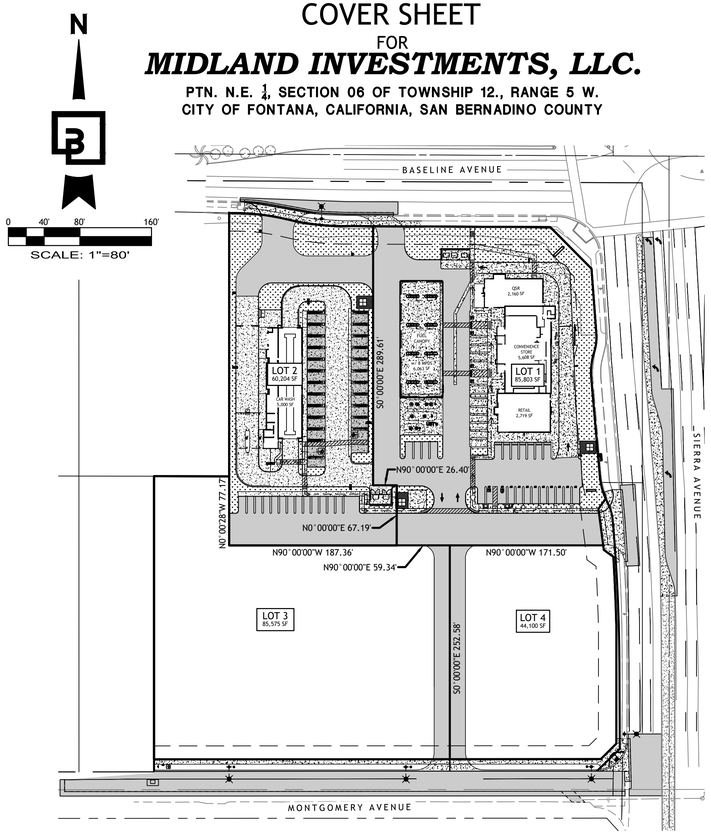
DATE: April 21, 2026

CASE: Master Case No. 22-000011-R3
Tentative Parcel Map No. 22-000033-R2
Minor Use Permit No. 25-0006
Design Review No. 22-000005-R2

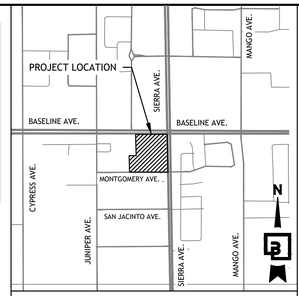
ATTACHMENT NO. 1

ATTACHMENT NO. 2

COVER SHEET
FOR
MIDLAND INVESTMENTS, LLC.
PTN. N.E. ¼, SECTION 08 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY



Sheet List Table	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C1.1	TENTATIVE PARCEL MAP NO.20761
C2.0	SITE PLAN
C3.0	UTILITY PLAN
C4.0	DRAINAGE PLAN
C5.0	GRADING PLAN
C5.1	GRADING CROSS SECTIONS
C5.2	TYPICAL STREET SECTIONS



VICINITY MAP N.T.S.

PROJECT DATA

LOCATION:	SWC SIERRA AVE. AND BASELINE AVE FONTANA, CALIFORNIA
LOT AREA:	±275,682 SF (6.33 ACRES)
LOT 1 AREA:	85,803 SF/1.97 AC
LOT 2 AREA:	60,204 SF/1.38 AC
LOT 3 AREA:	85,575 SF/1.97 AC
LOT 4 AREA:	44,100 SF/1.01 AC
BUILDING & PARKING SETBACKS:	
MAJOR HIGHWAY SETBACK:	20 FEET (SIERRA AVE & BASELINE AVE)
LOCAL STREET SETBACK:	15 FEET (MONTGOMERY AVE)
SIDE & REAR SETBACK:	0 FEET
AREA SUMMARY:	
SITE AREA:	275,682 SF/6.33 AC
PAVED AREA:	109,710 SF/2.52 AC
LANDSCAPED AREA:	26,474 SF/ 0.61 AC
SODDED AREA:	121,200 SF/2.78 AC
BUILDING AREA:	15,752 SF
MINIMUM LANDSCAPED REQUIRED:	15% OF SITE NOT INCLUDING BUILDING AREA
LANDSCAPING AREA REQUIRED-	21,901 SF/0.50 AC
LANDSCAPING AREA PROVIDED-	26,474 SF SF/0.61 AC
MINIMUM PARKING INTERIOR LANDSCAPING:	30% OF TOTAL REQUIRED LANDSCAPING
PARKING LANDSCAPING REQUIRED-	6,570 SF/0.15 AC
PARKING LANDSCAPED PROVIDED-	7,052 SF/0.16 AC
PARKING REQUIREMENTS (LOT 1 & LOT 2):	
PARKING SETBACKS:	
MAJOR HIGHWAY SETBACK:	20 FEET (SIERRA AVE. & BASELINE AVE.)
LOCAL STREET SETBACK:	15 FEET (MONTGOMERY AVE)
SIDE & REAR SETBACK:	0 FEET
PARKING REQUIREMENTS:	
CONVENIENCE STORE (INCLUDING FUELING STATION):	25 SPACES PER 5,608 SF TOTAL AT 1 SPACE PER 225 SF
QSR PATIO:	2 SPACES FOR 303 SF TOTAL AT 1 SPACE PER 200 SF
QSR DINING:	22 SPACES FOR 2,160 SF TOTAL AT 1 SPACE PER 100 SF
RETAIL:	16 SPACES PER 2,719 SF TOTAL 1 SPACE PER 175 SF FOR THE FIRST 5,000 SF GFA
CAR WASH (ATTENDED):1 SPACE PER EMPLOYEE AND 12 PARKING SPACES FOR DRYING AND CLEANING	40 SPACES TOTAL, 23 SPACES FOR DRYING AND CLEANING, 1 SPACE PER EMPLOYEE
TOTAL SPACES REQUIRED: 79 SPACES	TOTAL SPACES PROVIDED: 93 SPACES (16 SPACES UNDER FUELING CANOPY)
ACCESSIBLE SPACES REQUIRED - 4 SPACES	PROVIDED - 8 SPACES
LOADING SPACES:	
LOADING-FUELING STATION:	1 TRACTOR TRAILER SPACE
LOADING-RETAIL:	1 TRUCK SPACE
BICYCLE PARKING RETAIL:	2 SPACES FOR BUILDINGS UP TO 5,000 SQ 4 SPACES FOR BUILDINGS 4,001 - 15,000 SF 1 ADDITIONAL SPACE FOR EACH ADDITIONAL 5,000 SF
CONVENIENCE STORE:	4 SPACES
QSR:	2 SPACES
RETAIL:	2 SPACES
TOTAL BIKING SPACES REQUIRED - 8 SPACES	PROVIDED - 8 SPACES

GENERAL SITE NOTES:

1. THE CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE COPIES OF THE APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL ASSURE THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE OR SHOWN ON RECORD DRAWING PROVIDED BY OTHERS ARE SHOWN HEREON. EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO A DEGREE OF UNKNOWN VARIATION. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. BARGHAUSEN CONSULTING ENGINEERS, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS OR RECORDS OF OTHERS. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE APPROPRIATE UTILITIES INVOLVED PRIOR TO CONSTRUCTION.
6. INSPECTION OF SITE WORK WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE GOVERNING JURISDICTION. INSPECTION OF PRIVATE FACILITIES WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE INSPECTOR 24 HOURS IN ADVANCE OF BACKFILLING ALL CONSTRUCTION.
7. PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT ACTIVITY THE CONTRACTOR SHALL CONTACT THE AGENCY AND/OR UTILITY INSPECTION PERSONNEL AND ARRANGE ANY REQUIRED PRE-CONSTRUCTION MEETING(S). CONTRACTOR SHALL PROVIDE ONE WEEK MIN. ADVANCE NOTIFICATION TO OWNER, FIELD ENGINEER, AND ENGINEER OF PRE-CONSTRUCTION MEETINGS.
8. THE CONTRACTOR IS RESPONSIBLE FOR WORKER AND SITE SAFETY AND SHALL COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED.
10. PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ALL ADJACENT PUBLIC AND PRIVATE PROPERTIES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING UTILITY SERVICES THAT ARE TO REMAIN OPERATIONAL WITHIN THE CONSTRUCTION AREA WHETHER SHOWN OR NOT SHOWN ON THE PLANS.
11. TWO (2) COPIES OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS. ONE (1) SET WITH RECORDS OF AS-BUILT INFORMATION SHALL BE SUBMITTED TO BARGHAUSEN CONSULTING ENGINEERS, INC. AT COMPLETION OF THE PROJECT.
12. CONTRACTOR SHALL OBTAIN SERVICES OF A LICENSED LAND SURVEYOR TO STAKE HORIZONTAL CONTROL FOR ALL NEW IMPROVEMENTS.
13. CONTRACTOR SHALL REQUEST FROM BARGHAUSEN CONSULTING ENGINEERS INC., PRIOR TO ANY CONSTRUCTION STAKING OR CONSTRUCTION WORK, A FORMAL CONSTRUCTION RELEASE PLAN SET OR SPECIFIC RELEASE IN WRITING. THE APPROVED AGENCY PERMIT DRAWINGS WILL NOT BE CONSIDERED CONSTRUCTION RELEASE PLANS BY BARGHAUSEN CONSULTING ENGINEERS, INC. UNLESS BARGHAUSEN CONSULTING ENGINEERS, INC. HAS GIVEN A FORMAL WRITTEN RELEASE OR ISSUED A CONSTRUCTION RELEASE PLAN SET.

LEGEND:

PROPOSED

CURB AND GUTTER
BARRIER CURB
CONCRETE
ASPHALT
PLAYGROUND
SAWCUT
CONTOUR 432
CONTOUR 432
WATER W
WATER METER
STORM
SANITARY
GAS G
POWER P
PAINT STRIPE
TYPE 1 CATCH BASIN
TYPE 2 CATCH BASIN
SANITARY SEWER CLEANOUT
SCREEN WALL
TELECOM T

EXISTING

SURVEY MONUMENT (AS NOTED)
SECTION CORNER (AS NOTED)
SET REBAR/CAP (AS NOTED)
FOUND REBAR/CAP (AS NOTED)
SET 2"X2" HUB/TACK LINE STAKE
MAG/WASHER OR LEAD/TACK (AS NOTED)
BENCHMARK
LUMINAIRE (LUM.)
YARD LIGHT
ORNAMENTAL LIGHT
TRAFFIC SIGNAL LIGHTS
POWER METER
POWER POLE
JUNCTION BOX (AS NOTED)
TELEPHONE MANHOLE
CATCH BASIN (CB)
STORM MANHOLE (SDMH)
SANITARY SEWER MANHOLE (SSMH)
CLEANOUT (AS NOTED)
GAS METER
GAS VALVE
WATER VALVE (WV)
FAUCET
FIRE HYDRANT(FH) / CONNECTION(FDC)
WATER MANHOLE
WATER METER
BLOW-OFF / AIRVAC
MONITOR WELL
SIGN
IRRIGATION SPRINKLER
DIRECTIONAL ARROW
ADA SYMBOL
432 EXISTING CONTOURS

CHAIN LINK FENCE
WOOD FENCE
HOGWIRE FENCE
SILT FENCE
METAL/IRON FENCE
GUARD RAIL/CABLE FENCE
WATER LINE
GAS LINE
STEAM LINE
T(XXX) TELEPHONE LINE (OH) OR (UG)
P(XXX) POWER LINE (OH) OR (UG)
SD STORM LINE
SS SEWER LINE
ROCKERY
KEYSTONE WALL
DECIDUOUS TREE
CONIFEROUS TREE
CONCRETE
GRAVEL/SAND (AS NOTED)
ASPHALT
BUILDING LINE

ABBREVIATIONS

(R#) REFERENCE SURVEYS
(OH) OVERHEAD
(UG) UNDERGROUND
(TYP) TYPICAL
(C) CALCULATED
(M) MEASURED
(UST) UNDERGROUND STORAGE TANK

OWNER
MIDLAND OIL GROUP, LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO, CA 91764
PHONE: (425) 251-6222

SURVEYOR
ANDREASON ENGINEERING, INC.
580 NORTH PARK AVENUE
POMONA, CA 91786
PHONE: (909) 623-1595
FAX: (909) 620-0016
CONTACT: ERIC ANDREASEN, P.L.S.

ENGINEER/LANDSCAPE/ ARCHITECT
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVE. SOUTH
KENT, WA 98032
PHONE: (425) 251-6222
FAX: (425) 251-8782
CONTACT: MICHAEL HERSETH, P.E./JEFF VARLEY, R.L.A./
DAN GOALWIN, R.A.

ELECTRICAL PROVIDER
SOUTHERN CALIFORNIA EDISON COMPANY

DOMESTIC WATER PROVIDER
FONTANA WATER COMPANY

DRAINAGE DISTRICT
CITY OF FONTANA

GAS PROVIDER
SOUTHERN CALIFORNIA GAS COMPANY

SEWAGE PROVIDER
INLAND EMPIRE UTILITIES AGENCY

REFUSE PROVIDER
BURRTEC WASTE

COMMUNICATIONS PROVIDERS
AT&T, CHARTER COMMUNICATIONS, ZIPLY FIBER

PROJECT INFO

LEGAL DESCRIPTION:
LOTS 1, 2, 3 AND THE EAST ½ OF THE SOUTH ½ OF LOT 4 OF TRACT NO. 2085, MAGNOLIA ACRES, IN THE CITY OF FONTANA, COUNTY OF SAN BERNADINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BASIS OF BEARINGS:
THE BEARING OF N 89° 44' 00" W AS SHOWN FOR THE CENTERLINE OF BASELINE AVE. ON RECORD OF SURVEY FILED IN BOOK 62, PAGE 70 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK:
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE COUNTY OF SAN BERNADINO SURVEY GPS CONTROL MONUMENT NO. 20352. 2" IP W/BRASS CAP STAMPED SE CORNER S .32.

GPS CONTROL NO. 20352
ELEVATION = 1408.668 FEET

ASSESSOR PARCEL NUMBERS:
0241-051-01, 02, 16, 17, AND 32-0-00

ZONING:
GENERAL COMMERCIAL (C-G, C-2)

FLOOD ZONE:
PER FEMA FLOOD ZONE MAP SERVICE CENTER. PROJECT IN AREA 06071C8656H IS IN ZONE 'X', AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EXISTING TOPOGRAPHIC/SURVEY INFORMATION NOTE:

CERTIFIED BOUNDARY SURVEY & TOPOGRAPHIC MAP DATED SEPTEMBER 14, 2021 PERFORMED BY ANDREASEN ENGINEERING, INC. HAS BEEN PROVIDED TO BARGAHAUSEN CONSULTING ENGINEERS, INC. BARGHAUSEN CONSULTING ENGINEERS, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. SITE DESIGN HAS BEEN BASED ON THE ABOVE REFERENCED SURVEY.

ESTIMATED EARTHWORK QUANTITIES:

CUT: 300 CY
FILL: 17,450 CY
NET: 17,150 CY (FILL)
AREA TO BE DISTURBED: 6.3 AC
EARTHWORK QUANTITIES ARE APPROXIMATE AND HIGHLY DEPENDENT ON SOIL CONDITIONS ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR SHOULD PERFORM INDEPENDENT ESTIMATE FOR BIDDING.

811 Know what's below. Call before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: COVER SHEET
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=80' Vertical N/A

Designed KS Drawn JB Checked MH Approved MH Date 3/30/26

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

Job Number 21786
Sheet C1.0 of 8

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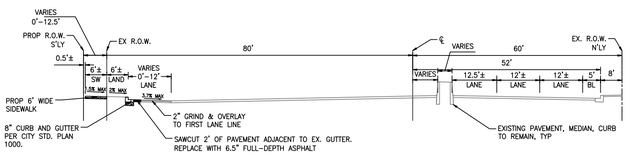
TENTATIVE PARCEL MAP NO.20761

MIDLAND INVESTMENTS, LLC.

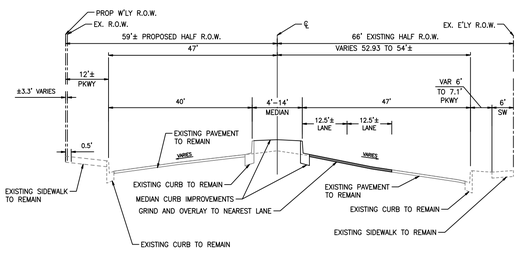
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY

N

0 20' 40' 80'
SCALE: 1"=40'

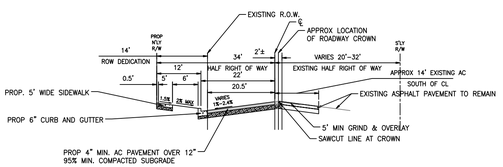


1 TYPICAL BASELINE AVENUE
SCALE: NOT TO SCALE

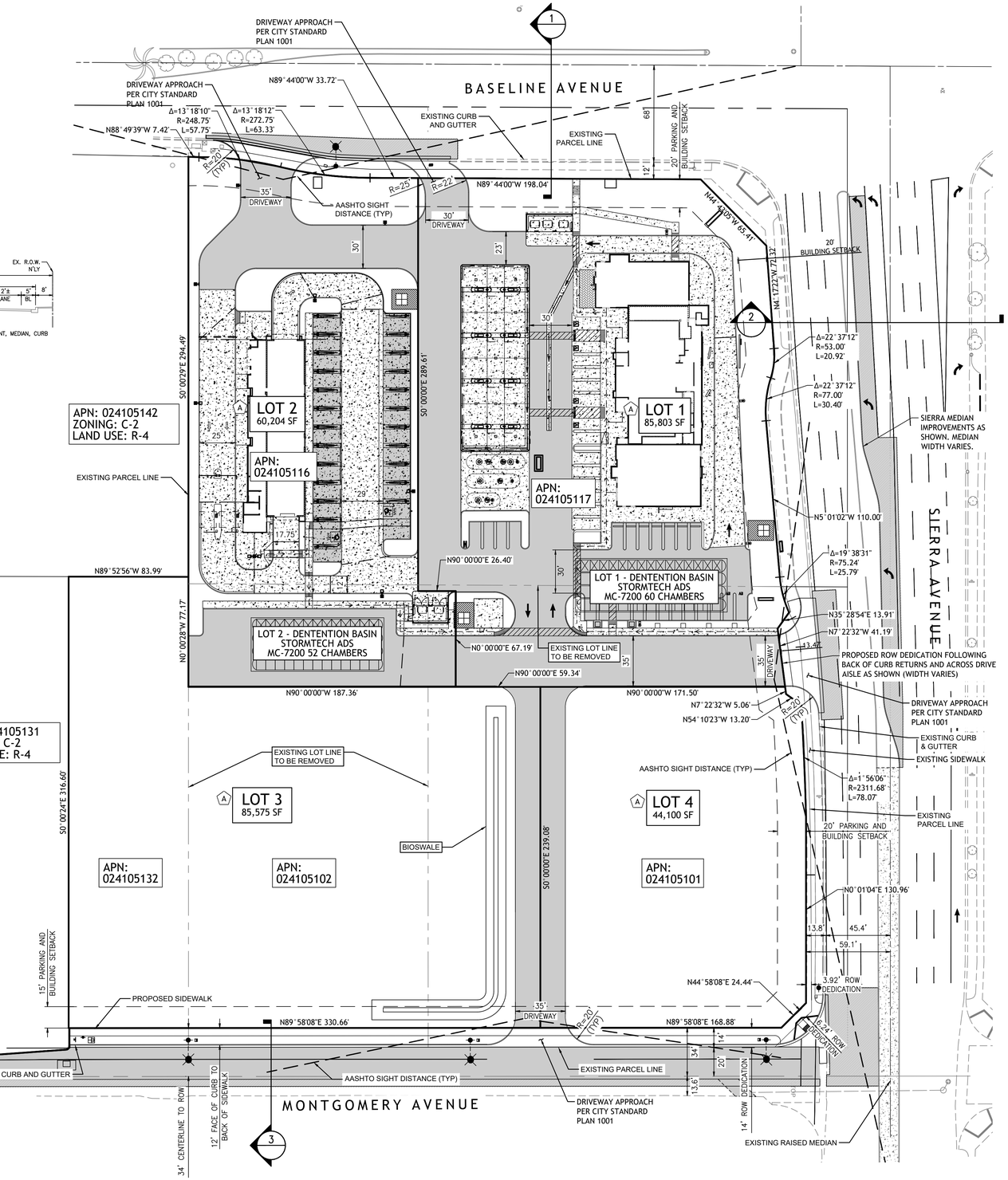


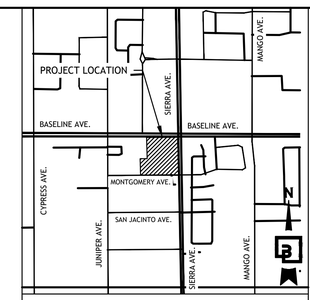
NOTE:
ALL CURB, GUTTER, PAVEMENT, MEDIAN, SLOPES AT ULTIMATE SECTION ARE EXISTING PER CITY STREET IMPROVEMENT PLAN DWG. #6224

2 TYPICAL SIERRA AVENUE
SCALE: NOT TO SCALE



3 MONTGOMERY AVENUE
SCALE: NOT TO SCALE





VICINITY MAP N.T.S.

OWNER

MIDLAND OIL GROUP, LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO, CA 91764
TEL: (425) 251-6222

SURVEYOR

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ENGINEER/LANDSCAPE/ ARCHITECT

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CONTACT: MICHAEL HERSETH/JEFF VARLEY, R.L.A./DAN GOALWIN, R.A.

DOMESTIC WATER PROVIDER

FONTANA WATER COMPANY

SEWAGE PROVIDER

INLAND EMPIRE UTILITIES AGENCY

DRAINAGE DISTRICT

CITY OF FONTANA

ELECTRICAL PROVIDER

SOUTHERN CALIFORNIA EDISON COMPANY

GAS PROVIDER

SOUTHERN CALIFORNIA GAS COMPANY

REFUSE PROVIDER

BURRTEC WASTE

COMMUNICATIONS PROVIDERS

AT&T, CHARTER COMMUNICATIONS, ZIPLY FIBER

LEGAL DESCRIPTION

LOTS 1, 2, 3, AND THE EAST ½ OF THE SOUTH ½ OF LOT 4 OF TRACT NO. 2085, MAGNOLIA ACRES, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 30 PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BASIS OF BEARINGS

THE BEARING OF N. 89°44'00" W. AS SHOWN FOR THE CENTERLINE OF BASE LINE AVENUE ON RECORD OF SURVEY FILED IN BOOK 62, PAGE 70 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCH MARK

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE COUNTY OF SAN BERNARDINO SURVEY GPS CONTROL MONUMENT NO. 20352. 2" IP W/BRASS CAP STAMPED SE CORNER S.32.

GPS CONTROL NO. 20352
ELEVATION = 1408.668 FEET

ASSESSOR PARCEL NUMBERS

0241-051-01, 02, 16, 17, AND 32-0-00

ZONING

GENERAL COMMERICAL (C-G, C-2)

LOCATION

SWC SIERRA AVE AND BASELINE AVE
FONTANA, CALIFORNIA

LOT AREA: ±284,280 S.F. (6.53 ACRES)

BUILDING AND PARKING SETBACKS

MAJOR HIGHWAY SETBACK: 20 FEET (SIERRA AVE & BASELINE AVE)
LOCAL STREET SETBACK: 15 FEET (MONTGOMERY AVE)
SIDE & REAR SETBACK: 0 FEET

(A) ACCESS EASEMENT

ACCESS EASEMENTS TO BE PROVIDED THROUGH SITE VIA BLANKET ACCESS AGREEMENT. (NOT PLOTTABLE)

EXISTING EASEMENT

1. FONTANA DEVELOPMENT COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 17, 1919 IN BOOK 450 OF DEEDS, PAGE 330. (NOT PLOTTABLE).

2. SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, HOLDR OF EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 13, 1926 AS BOOK 129, PAGE 256 OF OFFICIAL RECORDS.

PARCEL SUMMARY

LOT 1: 1.97 AC = 85,803 SF
LOT 2: 1.38 AC = 60,204 SF
LOT 3: 1.97 AC = 85,575 SF
LOT 4: 1.01 AC = 44,100 SF

TOTAL AREA: ±275,682 S.F. (6.33 ACRES)

No.	Date	By	Ckd.	Appr.	Revision

Title: **PRELIMINARY PARCEL EXHIBIT**
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

Designed JG Drawn JB Checked MH Approved MH Date 3/30/26

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com

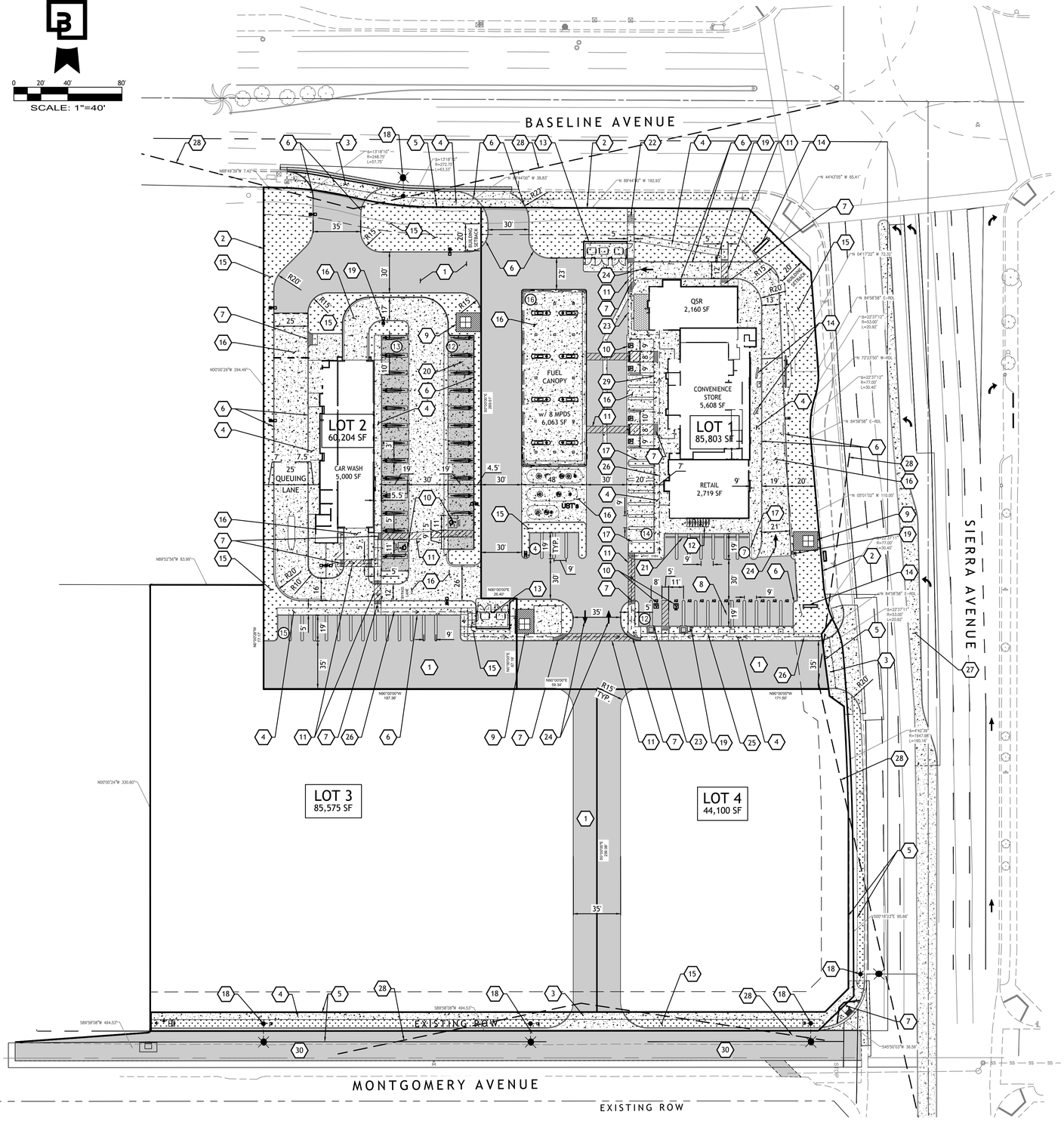
Job Number 21786
Sheet C1.1 of 8

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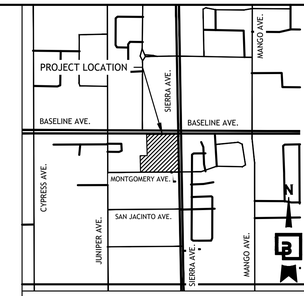
SITE PLAN
FOR
MIDLAND INVESTMENTS, LLC.
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY

N

0 20' 40' 80'
SCALE: 1"=40'



VICINITY MAP N.T.S.



SITE KEYNOTES

1. ASPHALT PAVING.
2. PROPERTY LINE.
3. CONCRETE DRIVEWAY PER CITY STD DETAIL 1001.
4. CONCRETE SIDEWALK PER CITY STD DETAIL 1006.
5. ROW DEDICATION.
6. BARRIER CURB.
7. ADA RAMP.
8. EV PARKING STALL.
9. EV ELECTRICAL SUPPLY.
10. ADA PARKING STALL.
11. ONSITE CROSSWALK STRIPING.
12. BICYCLE RACK.
13. TRASH ENCLOSURE.
14. SIGN. SEE ARCHITECTURE PLANS FOR INFORMATION.
15. LANDSCAPING AREA. SEE LANDSCAPE PLANS FOR INFORMATION.
16. CONCRETE PAVING.
17. 18" STEP CURB.
18. STREET LIGHT.
19. SITE LIGHT.
20. VACUUM STALL.
21. WHEEL STOP.
22. CONCRETE STAIRS.
23. BOLLARDS.
24. DIRECTIONAL PAVEMENT ARROW.
25. EV CHARGER EQUIPMENT.
26. ADA ACCESSIBLE PATHWAY.
27. SIERRA AVENUE MEDIAN IMPROVEMENTS TO BE DESIGNED AT A LATER DATE.
28. SIGHT DISTANCE LINE.
29. FLUSH CURB.
30. MONTGOMERY AVENUE IMPROVEMENTS. SEE SECTION C ON SHEET C5.2

811 Know what's **below.** **Call** before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: SITE PLAN
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

Designed JG Drawn JB Checked MH Approved MH Date 3/30/26

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

Job Number 21786
Sheet C2.0 of 8

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UTILITY PLAN

FOR

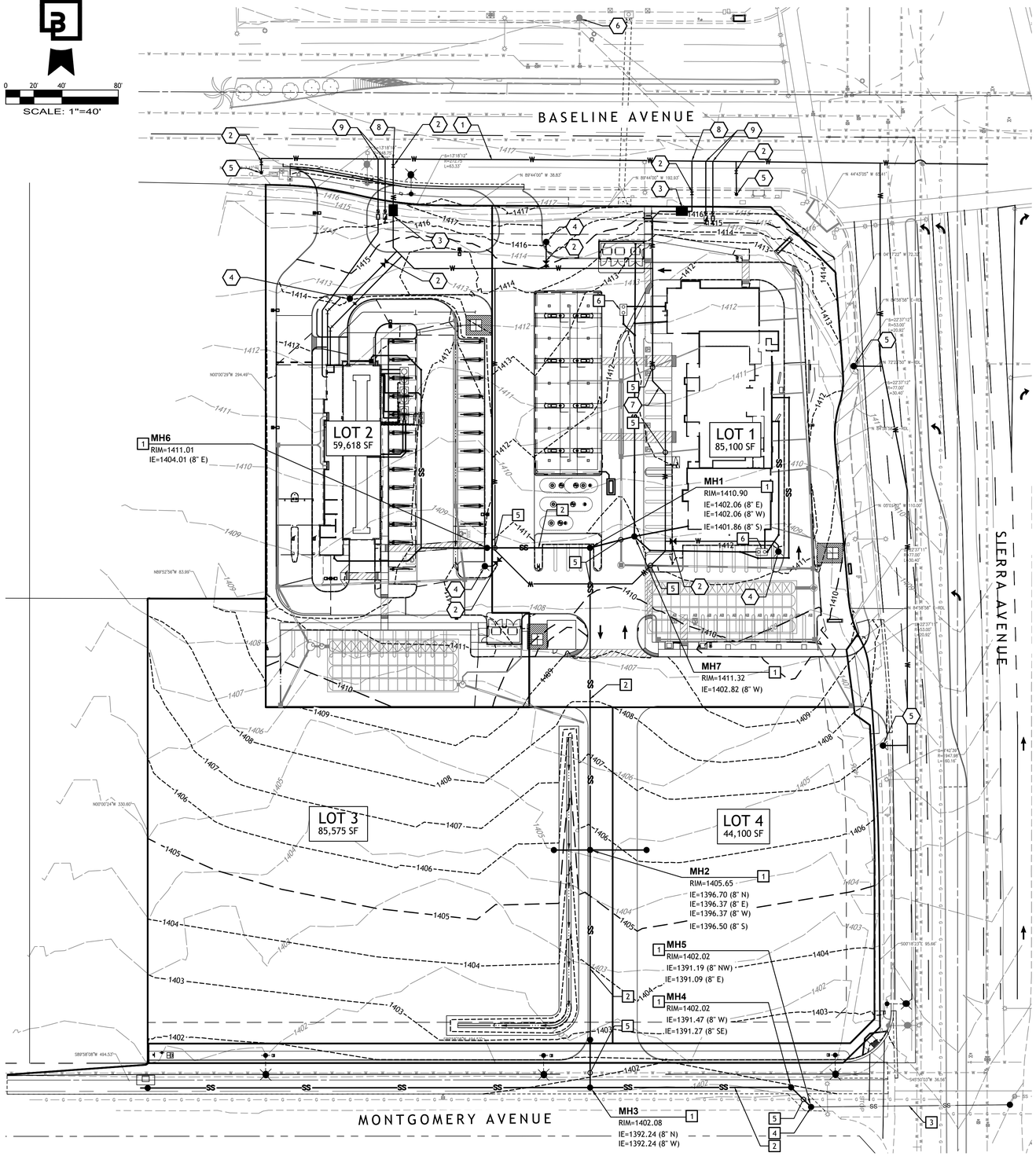
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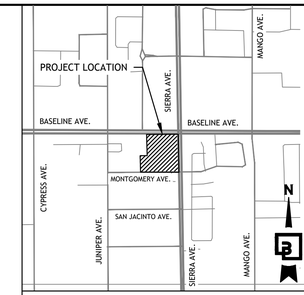
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY

N

0 20' 40' 80'

SCALE: 1"=40'





VICINITY MAP N.T.S.

WATER KEYNOTES:

1. WATER MAIN EXTENSION BY FONTANA WATER COMPANY APPROXIMATE LOCATION SHOWN.
2. 6" GATE VALVE.
3. 6" DOUBLE CHECK BACKFLOW PREVENTER AND METER.
4. PRIVATE FIRE HYDRANT PER CITY OF FONTANA STANDARD.
5. PUBLIC FIRE HYDRANT PER CITY OF FONTANA STANDARD.
6. EXISTING FIRE HYDRANT.
7. 6" FIRE SERVICE.
8. FIRE SERVICE CONNECTION TO WATER MAIN EXTENSION BY FONTANA WATER COMPANY.
9. DOMESTIC AND IRRIGATION SERVICES TO BE CONNECTED TO WATER MAIN EXTENSION BY FONTANA WATER COMPANY.

SANITARY SEWER KEYNOTES:

1. 4' DIA SANITARY MANHOLE.
2. 8" SANITARY SEWER @ MIN. 2%.
3. EXISTING 8" SANITARY SEWER PER CITY OF FONTANA DRAWING NO. 6229.
4. CONNECT TO EXISTING SANITARY STUB VIA MANHOLE
5. UTILITY CROSSING. MAINTAIN 18" SEPARATION MINIMUM FROM WATER MAINS AND 6" SEPARATION MINIMUM FROM STORM MAINS.
6. GREASE INTERCEPTOR.

811 Know what's **below.** **Call** before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: UTILITY PLAN
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

Designed JG Drawn JB Checked MH Approved MH Date 3/30/26

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com

Job Number 21786

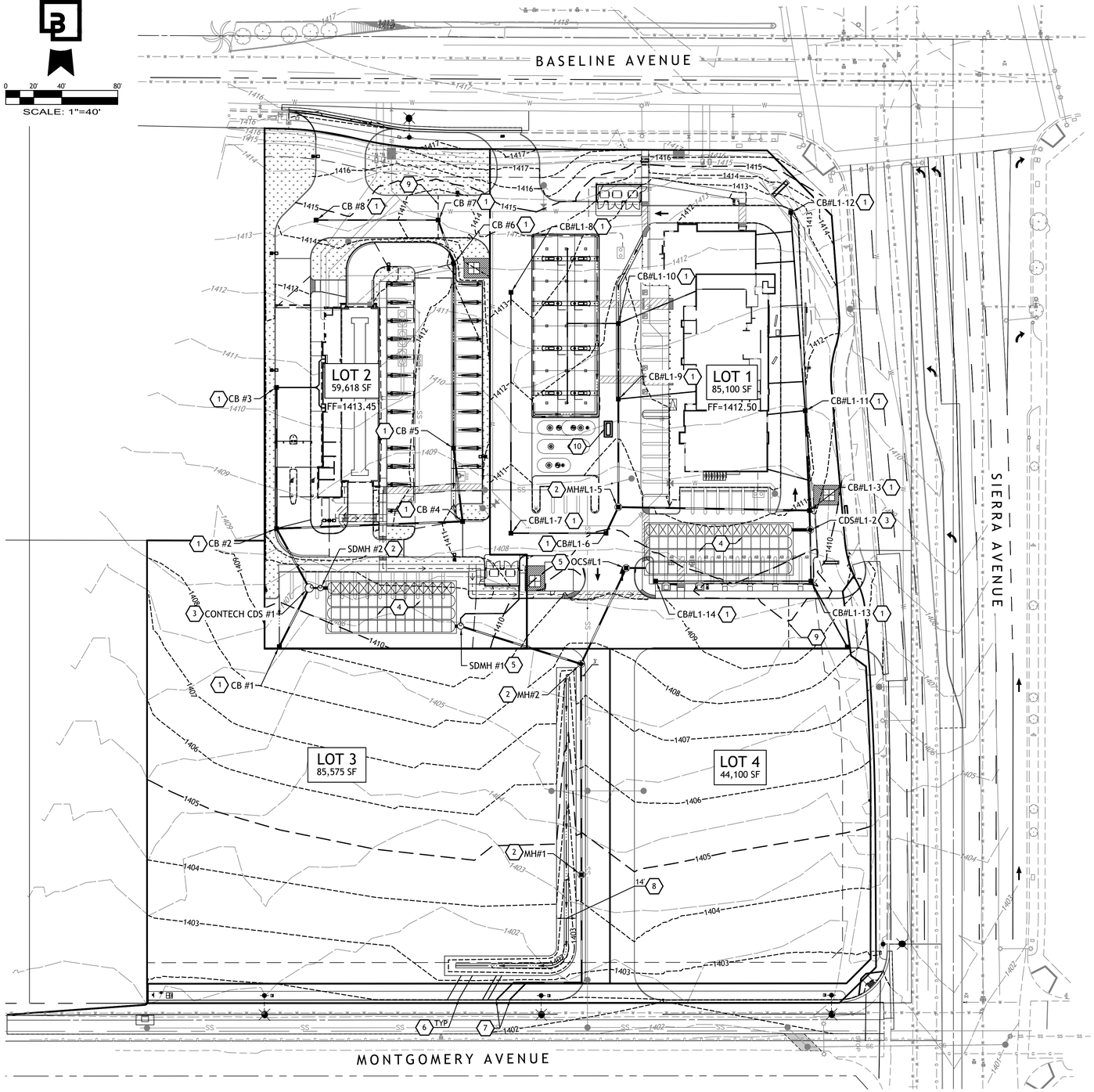
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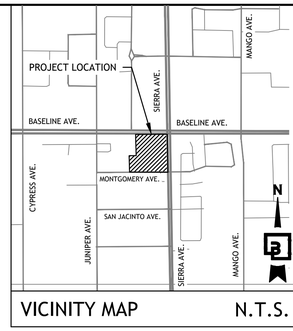
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DRAINAGE PLAN
FOR
MIDLAND INVESTMENTS, LLC.
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY

N

0 20' 40' 80'
SCALE: 1"=40'





VICINITY MAP N.T.S.

DRAINAGE PLAN KEYNOTES

1. 24"x36" PRECAST DROP INLET WITH TRAFFIC RATED FRAME AND GRATE.
2. 48" DIA. PRECAST MANHOLE PER CITY OF FONTANA STD. PLAN XXX.
3. HYDRODYNAMIC SEPARATOR FOR WATER QUALITY.
4. UNDERGROUND DETENTION/INFILTRATION BASIN.
5. OUTLET CONTROL STRUCTURE.
6. PARKWAY DRAIN PER CITY OF FONTANA STD. PLAN 3001.
7. PARKWAY DRAIN BOX CULVERT UNDER SIDEWALK.
8. BIOFILTRATION SWALE PER CALTRANS STORMWATER QUALITY HANDBOOK.
9. GRADE BREAK.
10. DEAD END SUMP LOCATION FOR REFERENCE ONLY.

Know what's **below.**
Call before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: DRAINAGE PLAN
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

Designed JC Drawn JB Checked MH Approved MH Date 3/30/26

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Kent, WA 98032
425.251.6222 **barghausen.com**

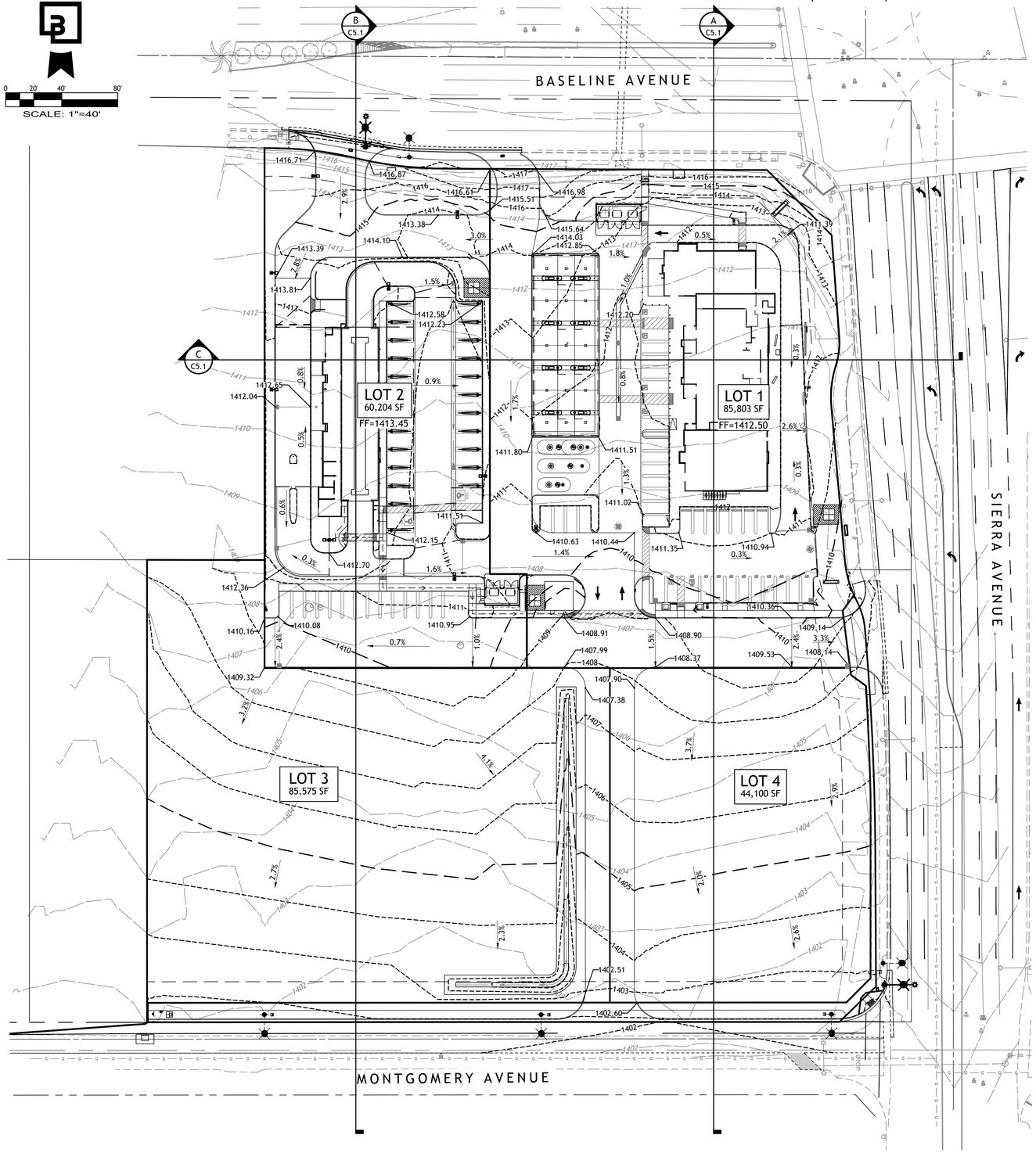
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Sheet C4.0 of 8

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GRADING PLAN
FOR
MIDLAND INVESTMENTS, LLC.
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY

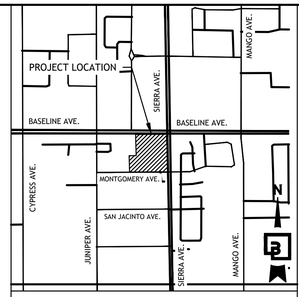
N

0 20' 40' 80'
SCALE: 1"=40'



GRADING GENERAL NOTES:

1. ALL GRADING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF FONTANA STANDARD PLANS. THE GRADING IS SUBJECT TO THE OBSERVATION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PROPOSED GRADES IN RELATIONSHIP TO SURVEYED BASIS OF ELEVATION.
3. ALL EXISTING UTILITY STRUCTURES AND ASSOCIATED LIDS THAT FALL WITHIN THE AREA OF WORK SHALL BE ADJUSTED TO FINISHED GRADE ELEVATIONS. CONTRACTOR SHALL CONFIRM THE FEASIBILITY OF ADJUSTING EXISTING UTILITY STRUCTURE LIDS TO FINISHED GRADE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
4. CONTRACTOR TO PROTECT AND MAINTAIN EROSION CONTROL FACILITIES DURING GRADING OPERATIONS.
5. CONTRACTOR TO OBTAIN ANY NECESSARY RIGHT-OF-WAY PERMITS IF REQUIRED FOR WORK SHOWN ON PLANS.
6. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AT ALL SAWCUT LOCATIONS.
7. ALL SPOT ELEVATIONS SHOWN ARE TO FINISH SURFACE (TOP OF ASPHALT OR TOP OF CONCRETE PAVEMENT, NOT TOP OF CURB/SIDEWALK) UNLESS OTHERWISE NOTED.



VICINITY MAP N.T.S.

Know what's **below.**
Call before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: GRADING PLAN
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

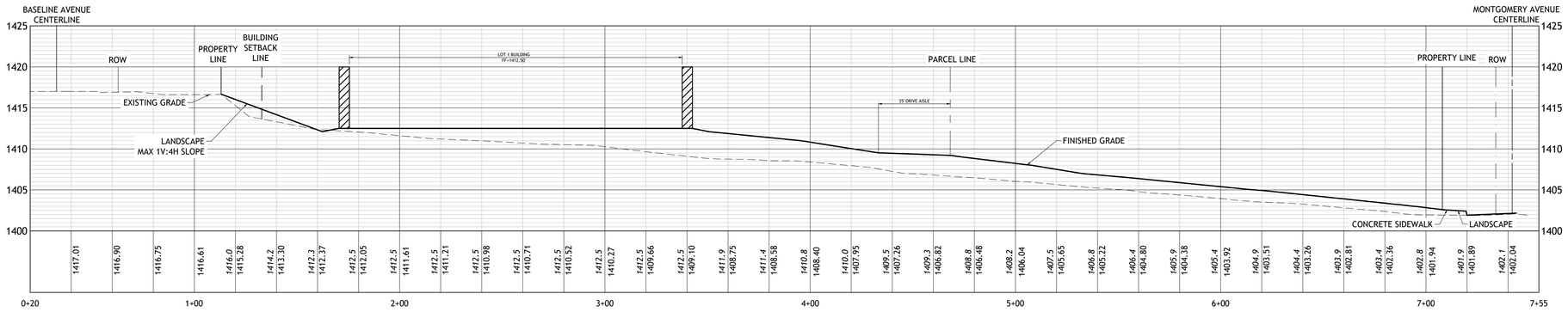
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Designed	JG	
Drawn	JB	
Checked	MH	
Approved	MH	
Date	3/30/26	

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425.251.6222 **barghausen.com**

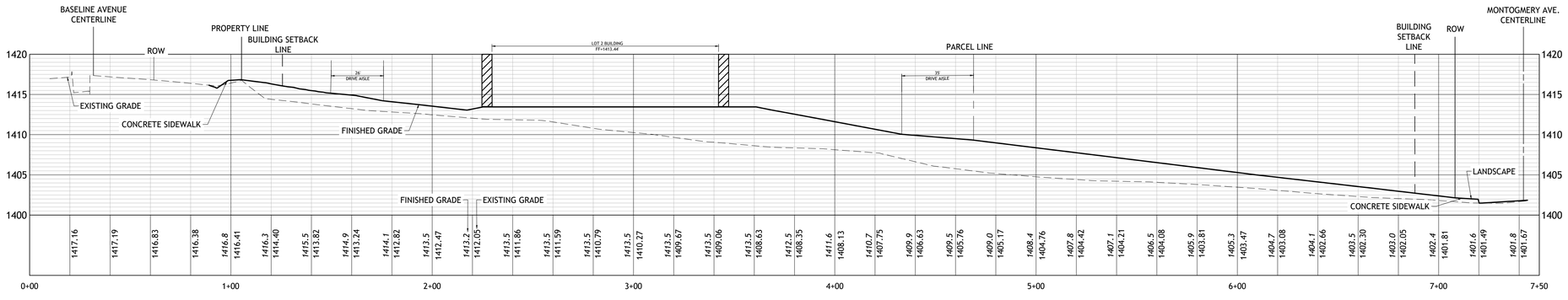
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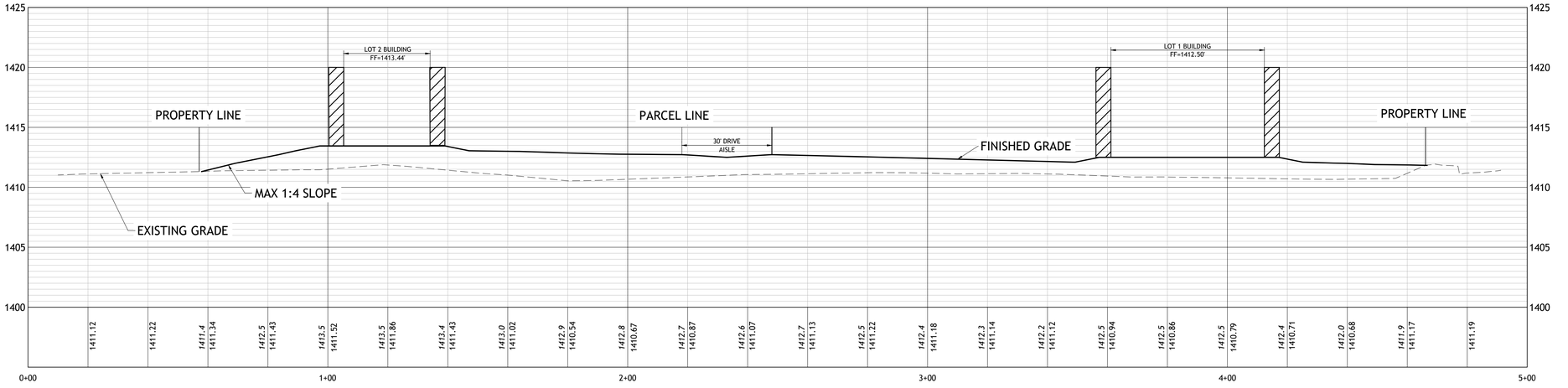
GRADING CROSS SECTIONS
FOR
MIDLAND INVESTMENTS, LLC.
PTN. N.E. ¼, SECTION 06 OF TOWNSHIP 12., RANGE 5 W.
CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY



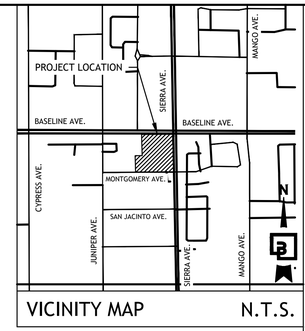
A C5.1 NORTH TO SOUTH PROFILE 1
SCALE: HORZ=1"=20' VERT=1"=20'



B C5.1 NORTH TO SOUTH PROFILE 2
SCALE: HORZ=1"=20' VERT=1"=30'



C C5.1 EAST TO WEST PROFILE
SCALE: HORZ:1"=20' VERT:1"=20'



VICINITY MAP N.T.S.

811 Know what's **below.** **Call** before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: GRADING CROSS SECTIONS
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

Designed JG Drawn JB Checked MH Approved MH Date 3/30/26

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

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Sheet C5.1 of 8

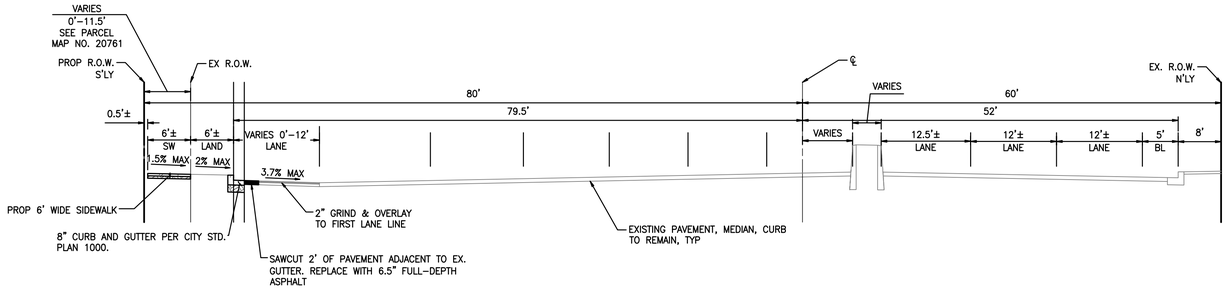
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TYPICAL STREET SECTIONS

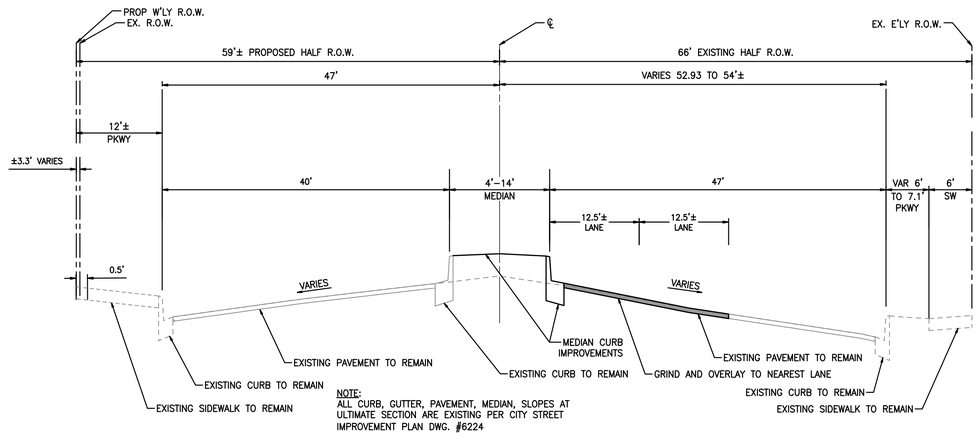
FOR

MIDLAND INVESTMENTS, LLC.

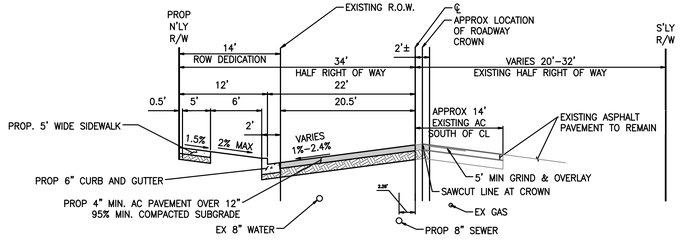
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CITY OF FONTANA, CALIFORNIA, SAN BERNADINO COUNTY



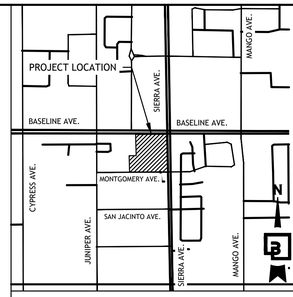
A / C5.1 BASELINE AVENUE TYPICAL SECTION
SCALE: N.T.S.



B / C5.1 SIERRA AVENUE TYPICAL SECTION
SCALE: N.T.S.



C / C5.1 MONTGOMERY AVENUE TYPICAL SECTION
SCALE: N.T.S.



VICINITY MAP N.T.S.

Know what's **below.** **Call** before you dig.

No.	Date	By	Ckd.	Appr.	Revision

Title: TYPICAL STREET SECTIONS
SW CORNER OF SIERRA AVE. + BASELINE AVE.
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO CA 91764

LICENSED PROFESSIONAL ENGINEER
HAL P. GRUBB
67814
CIVIL
STATE OF CALIFORNIA
3/30/2026

Scale: Horizontal 1"=40' Vertical N/A

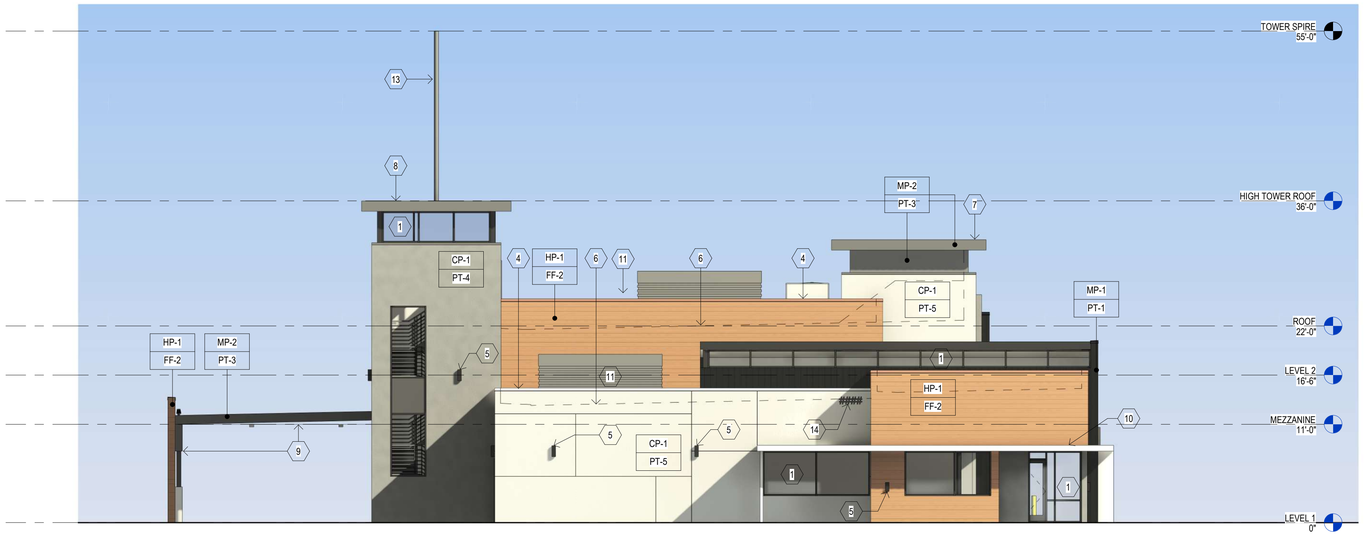
Designed JG Drawn JB Checked MH Approved MH Date 3/30/26

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Job Number 21786

Sheet C5.2 of 8

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2 PR2.1 **EXTERIOR ELEVATION - NORTH - PRESENTATION**

1/8" = 1'-0"



3 PR2.1 **EXTERIOR ELEVATION - WEST - PRESENTATION**

1/8" = 1'-0"

KEYED NOTES

1 CLEAR ANODIZED ALUMINUM STOREFRONT
2 ALUMINUM STOREFRONT DOOR PER SCHEDULE
3 HOLLOW METAL DOOR PER SCHEDULE, COLOR TO MATCH ADJACENT SIDING
4 PREFAB METAL COPING
5 WALL MOUNTED LIGHT FIXTURE
6 LINE OF ROOF BEYOND
7 ENTRY TOWER CORNICE
8 STAIR TOWER CORNICE
9 DRIVETHRU CANOPY
10 ARCHITECTURAL AWNING
11 NIT PER DETAIL 7/A5.3 REFER TO MECHANICAL DRAWINGS,
12 ELECTRICAL EQUIPMENT/ NEMA-3R SWITCHGEAR ENCLOSURE
13 ARCHITECTURAL FLAG POLE
14 BUILDING ADDRESS, 10" ILLUMINATED LETTERS

MATERIALS LEGEND

HP-1	HARDIE PANEL "SELECT CEDARMILL" 8-IN WIDE SIDING
MP-1	McELROY "MEDALLION-LOK" 12-IN STANDING SEAM METAL PANELS
MP-2	ARCHITECTURAL SHEET METAL DECORATIVE COPING
CP-1	SMOOTH STEEL-TROWELED "SBMF" CEMENT PLASTER
CP-2	EQUITONE LINEA FIBRE CEMENT WALL PANELS - LT40

COLOR LEGEND

PT-1	MATTE BLACK FACTORY KYNAR 500 (PVDF) FINISH
PT-2	BLENDED GREYS/ NEUTRAL FACTORY COLORS 30% "PEARL GRAY"/ 30% "SLATE GRAY"/ 40% "LIGHT MIST"
PT-3	BLACK CHARCOAL PAINT BENJAMIN MOORE 2134-30 IRON MOUNTAIN; SATIN FINISH
PT-4	DARK GRAY PAINT BENJAMIN MOORE CSP-45 STREET CHIC; SATIN FINISH
PT-5	WHITE PAINT BENJAMIN MOORE OC-170 WHITE DOVE; SATIN FINISH
FF-1	FINISH LT40 PRE-FINISHED FACTORY COLOR
FF-2	HARDIE PLANK "COPPER PENNY" PRE-FINISHED FACTORY COLOR/ MITER ALL CORNERS

MATERIAL/COLOR LEGEND





No.	Date	By	Ckd.	Revision

Title: EXTERIOR ELEVATIONS

CONVENIENCE STORE
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN GOALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal 1/8" = 1'-0" Vertical 1/8" = 1'-0"

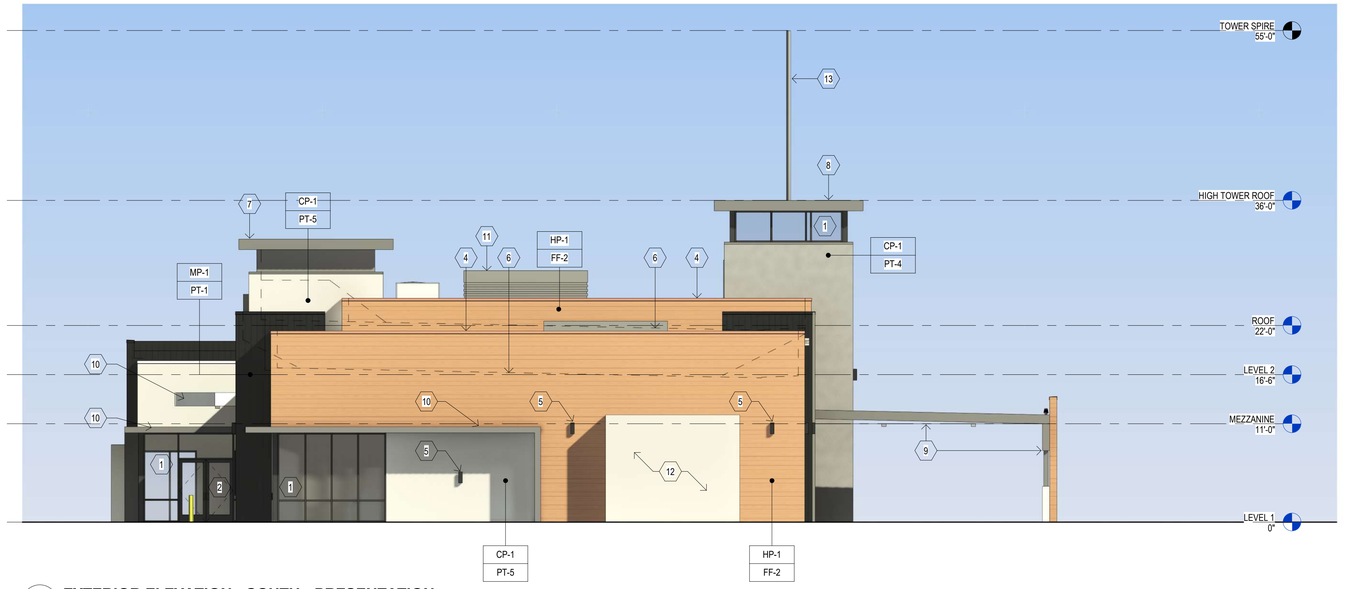
Designed	-
Drawn	SAS
Checked	LP
Approved	DG
Date	09/09/2024

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18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

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Job Number 21786

Sheet PR2.1 of



2 PR2.2 **EXTERIOR ELEVATION - SOUTH - PRESENTATION**
1/8" = 1'-0"

KEYED NOTES

1 CLEAR ANODIZED ALUMINUM STOREFRONT
2 ALUMINUM STOREFRONT DOOR PER SCHEDULE
3 HOLLOW METAL DOOR PER SCHEDULE, COLOR TO MATCH ADJACENT SIDING
4 PREFAB METAL COPING
5 WALL MOUNTED LIGHT FIXTURE
6 LINE OF ROOF BEYOND
7 ENTRY TOWER CORNICE
8 STAIR TOWER CORNICE
9 DRIVETHRU CANOPY
10 ARCHITECTURAL AWNING
11 NIT PER DETAIL 7/A5.3 REFER TO MECHANICAL DRAWINGS,
12 ELECTRICAL EQUIPMENT/ NEMA-3R SWITCHGEAR ENCLOSURE
13 ARCHITECTURAL FLAG POLE
14 BUILDING ADDRESS, 10" ILLUMINATED LETTERS

MATERIALS LEGEND

HP-1	HARDIE PANEL "SELECT CEDARMILL" 8-IN WIDE SIDING
MP-1	McELROY "MEDALLION-LOK" 12-IN STANDING SEAM METAL PANELS
MP-2	ARCHITECTURAL SHEET METAL DECORATIVE COPING
CP-1	SMOOTH STEEL-TROWELED "SBMF" CEMENT PLASTER
CP-2	EQUITONE LINEA FIBRE CEMENT WALL PANELS - LT40
FW-1	NEWTECH WOOD, PERUVIAN TEAK FAUX WOOD

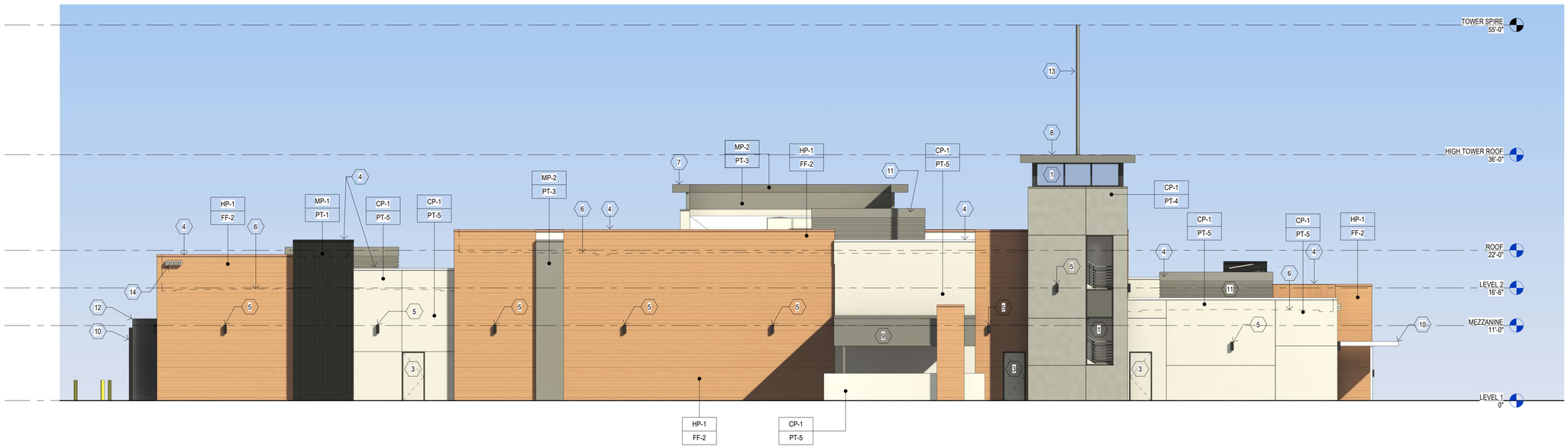
COLOR LEGEND

PT-1	MATTE BLACK FACTORY KYNAR 500 (PVDF) FINISH
PT-2	BLENDED GREYS/ NEUTRAL FACTORY COLORS 30% "PEARL GRAY"/ 30% "SLATE GRAY"/ 40% "LIGHT MIST"
PT-3	BLACK CHARCOAL PAINT BENJAMIN MOORE 2134-30 IRON MOUNTAIN; SATIN FINISH
PT-4	DARK GRAY PAINT BENJAMIN MOORE CSP-45 STREET CHIC; SATIN FINISH
PT-5	WHITE PAINT BENJAMIN MOORE OC-170 WHITE DOVE; SATIN FINISH
FF-1	FINISH LT40 PRE-FINISHED FACTORY COLOR
FF-2	HARDIE PLANK "COPPER PENNY" PRE-FINISHED FACTORY COLOR/ MITER ALL CORNERS

MATERIAL/COLOR LEGEND







1 PR2.2 **EXTERIOR ELEVATION - EAST - PRESENTATION**
1/8" = 1'-0"

No.	Date	By	Ckd.	Revision

Title: EXTERIOR ELEVATIONS

CONVENIENCE STORE
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN GOALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal 1/8" = 1'-0" Vertical 1/8" = 1'-0"

Designed -
Drawn SAS
Checked LP
Approved DG
Date 09/09/2024

Barghausen Consulting Engineers, Inc.
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Kent, WA 98032
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Job Number 21786
Sheet PR2.2 of

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1 PR2.3 **3D VIEW - NORTHEAST - PRESENTATION**

2 PR2.3 **3D VIEW - SOUTHWEST - PRESENTATION**

No.	Date	By	Chd.	Revision

Title: 3D EXTERIOR AXON VIEWS

CONVENIENCE STORE
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN OGALWIN
C-18853
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal / Vertical

Designed -
Drawn SAS
Checked LP
Approved DG
Date 09/09/2024

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Job Number 21786

Sheet PR2.3 of

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1
PR2.4

3D PERSPECTIVE



No.	Date	By	Ckd.	Revision

Job Number
21786

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Designed -
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Date 09/09/2024

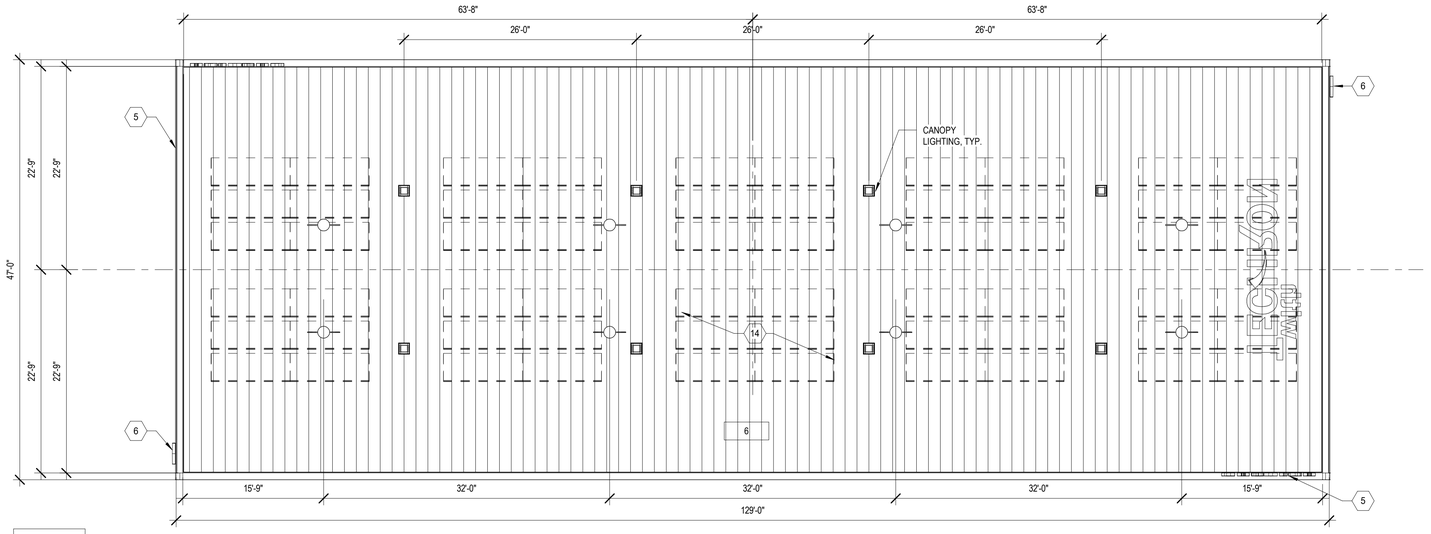
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Horizontal
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LICENSED ARCHITECT
STATE OF CALIFORNIA
DANIEL BRIAN COLLINS
C-18955

For:
MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

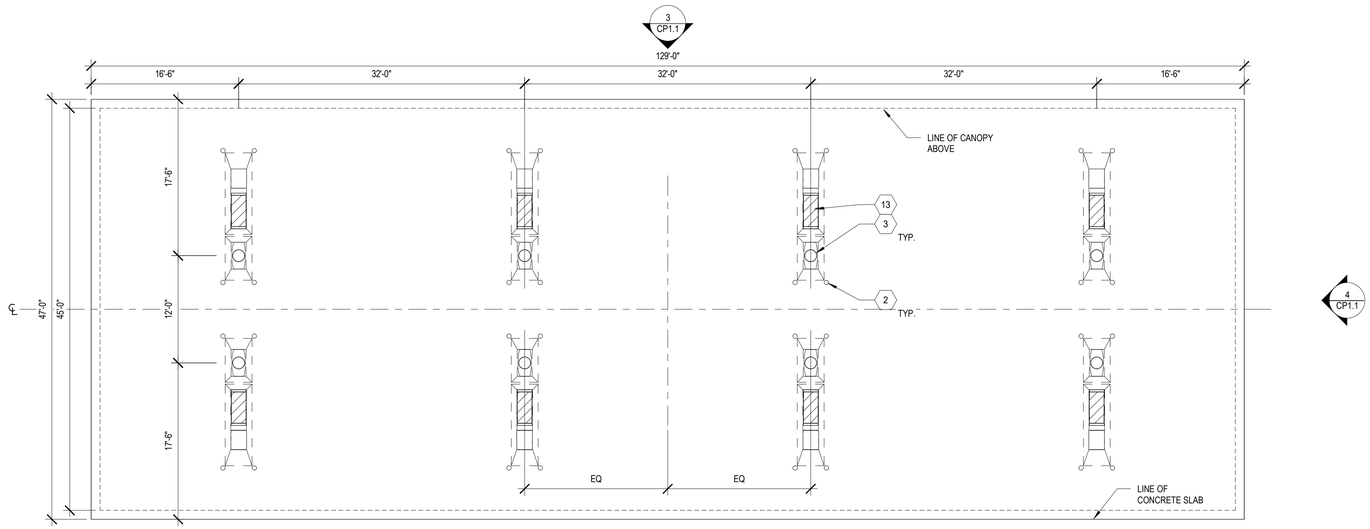
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CONVENIENCE STORE
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336



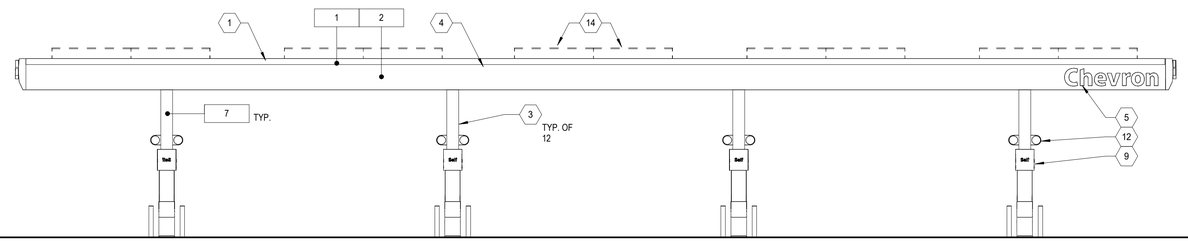
2 CANOPY REFLECTED CEILING PLAN

1/8" = 1'-0"



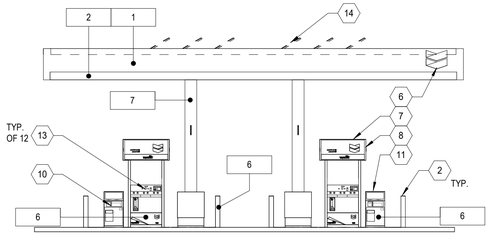
1 CANOPY FLOOR PLAN

1/8" = 1'-0"



3 FRONT ELEVATION

1/8" = 1'-0"



4 SIDE ELEVATION

1/8" = 1'-0"

GENERAL NOTES - CANOPY

1. ALL ITEMS ABOVE ROOF DECK SHOWN w/ SOLID LINES; ALL ITEMS BELOW ROOF DECK SHOWN w/ DASHED LINES.
2. ALL RACEWAYS ABOVE ROOF DECK TO BE EMT, EXCEPT WHERE NOTED. ALL JUNCTION BOXES, CONNECTORS, COUPLINGS, AND FITTINGS SHALL BE RAIN-TIGHT. RACEWAYS SHALL COMPLY w/ LATEST EDITION OF CALIFORNIA ELECTRICAL CODE. MINIMUM CONDUIT SIZE 3/4-INCH. MINIMUM SIZE OF JUNCTION BOX 4" x 4" x 2".
3. PROVIDE & INSTALL #8 EQUIPMENT GROUNDING CONDUCTOR IN ALL RACEWAYS. BOND EQUIPMENT GROUNDING CONDUCTOR TO EACH LIGHTING FIXTURE AND SIGN FRAME.
4. ALL WIRING SHALL BE #8 AWG. COPPER, THWN. SEE ELECTRICAL.
5. REFER TO SIGN AND CANOPY REFERENCE DRAWINGS FOR INSTALLATION DETAILS.
6. VSAT ANTENNA IS LOCATED ON REMOTE MARKETER INSTEAD OF CANOPY.
7. PROVIDE ACCESS COVER PLATE FOR SEAL-OFFS TO MATCH CANOPY COLUMN CLADDING. IF SPECIAL ARCHITECTURE, TREATMENT COLOR TO BE PROVIDED BY G.C.
8. USE OF PLASTER COATED FOAM TRIMS IN SPECIAL ARCHITECTURE CANOPY COLUMN CLADDING SHALL BE PLACED A MINIMUM OF 6'-0" ABOVE FINISH GRADE. WOOD SHAPES SHALL BE USED BELOW 6'-0".

SHEET NOTES (#)

1	28' x 150' CANOPY, CANOPY COLUMNS, AND FOUNDATIONS. FOR MORE INFORMATION/ DESIGN, SEE STEEL FABRICATION DRAWINGS
2	6-INCH Ø GUARD POST
3	16-INCH ROUND STRUCTURAL STEEL COLUMN
4	8-INCH HIGH ILLUMINATED DIMENSIONAL HOOD
5	INTERNALLY ILLUMINATED, 24-INCH HIGH WHITE DIMENSIONAL "Chevron" LETTERS. TYP. OF 2; REFER TO SIGN PLAN FOR MORE INFO.
6	PINMOUNTED HALLMARK SIGN, 25-INCH HIGH (TYP. OF 2); REFER TO SIGN PLAN FOR MORE INFO.
7	INTERNALLY ILLUMINATED SPANNER w/ CHEVRON LOGO
8	INTERNALLY ILLUMINATED ENDCAP
9	MODE OF SERVICE DIRECTION SIGN w/ DARK GRAY LETTERS ("Self" LETTERS, 6-INCH HIGH)
10	3 x 3 P.O.P. FRAME
11	TRASH VALET w/ FRONT WINDSHIELD SERVICE
12	13" x 13.75" VINYL ID FLAG ON ALUMINUM FRAME
13	MULTIPRODUCT FUEL DISPENSER
14	SOLAR ARRY MOUNTED TO TOP OF FUEL CANOPY

COLOR LEGEND

1	IR WHITE; 3M REFLECTIVE WHITE 680-10
2	IR BLUE; PMS 2935c; 3M BRISTOL BLUE
3	LIGHT GRAY; PMS 428c; JB #A3W-6005 FINISH
4	DARK GRAY; PMS 431c; JB# 4560-001 FINISH
5	RED; PMS 185c
6	WHITE; JB# 45081 FINISH
7	IR SILVER; PMS 429c; JONES BLAIE # 36 FINISH

NOTE: ALL PAINT TO BE VOC COMPLIANT URETHANE

No.	Date	By	Chd.	Appr.	Revision

Location: SWC SIERRA & BASELINE
FONTANA, CA 92336

PRELIMINARY

Preparer:
Barghausen
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DESIGNED BY:	LP	DRAWN BY:	AH
CHECKED BY:	LP	APPROVED BY:	-
SCALE:	As indicated	PROJECT NO:	21786

SHEET TITLE:

CANOPY PLANS & ELEVATIONS

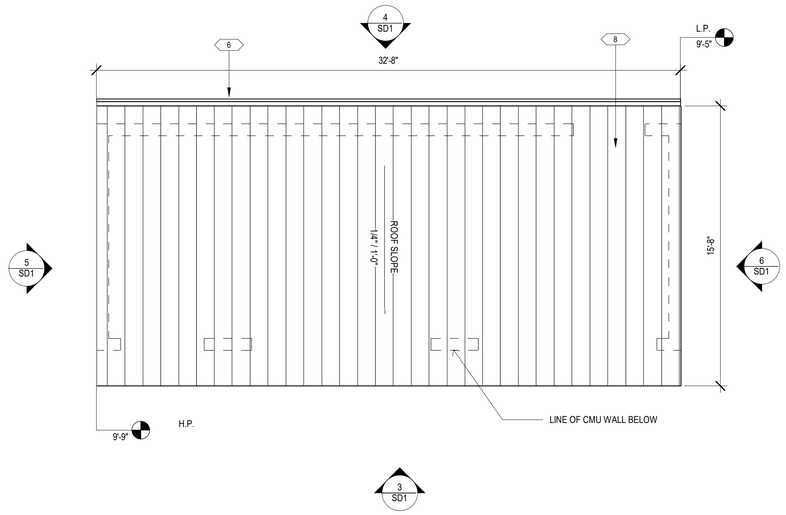
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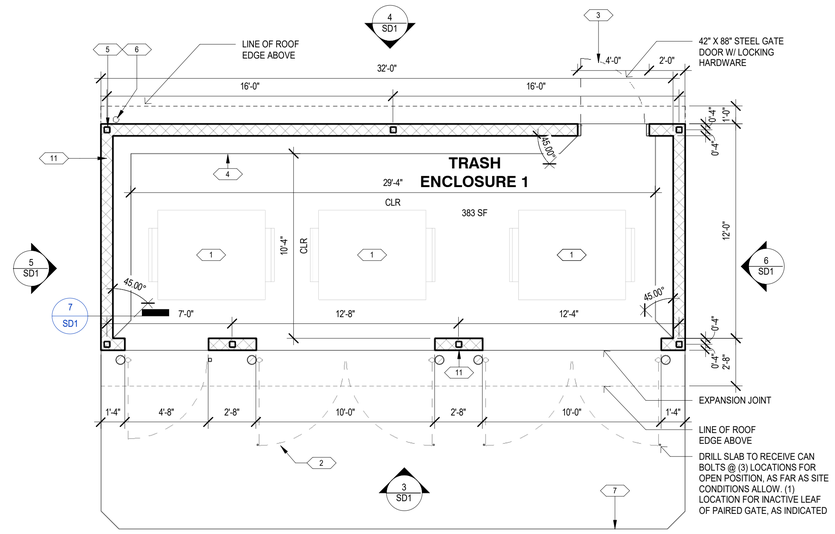
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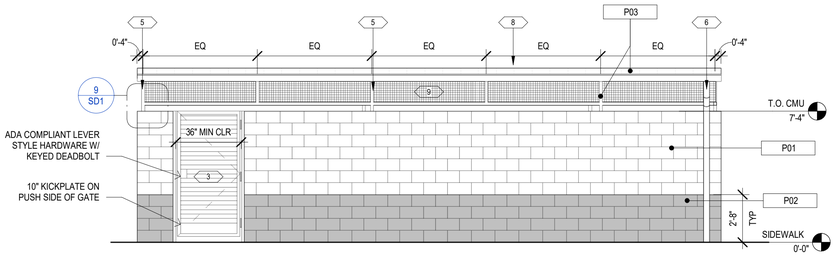
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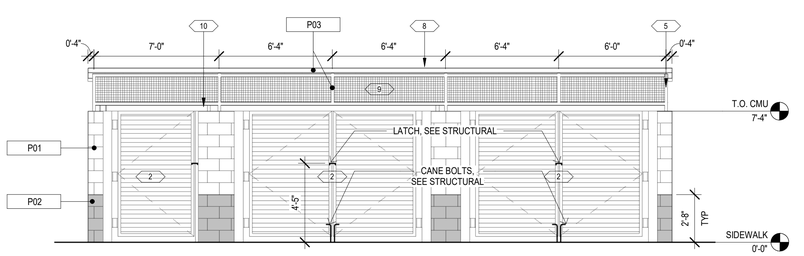




2 SD1 ROOF PLAN
1/4" = 1'-0"

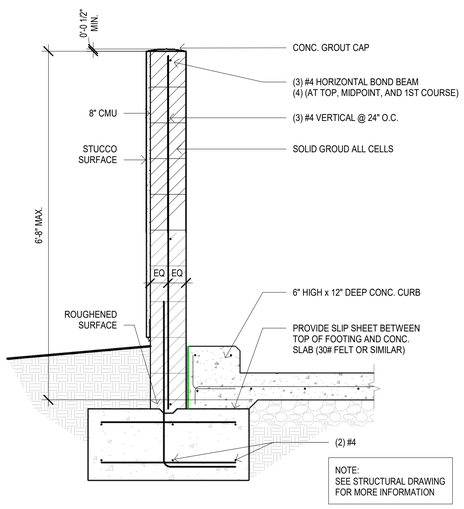
1 SD1 ENLARGED PLAN
1/4" = 1'-0"



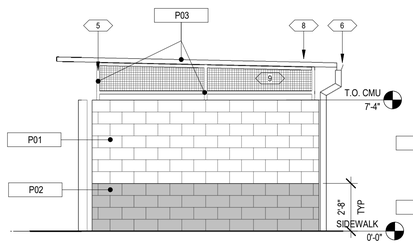


4 SD1 EXTERIOR ELEVATION - BACK
1/4" = 1'-0"

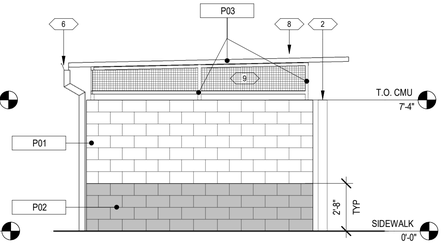
3 SD1 EXTERIOR ELEVATION - FRONT
1/4" = 1'-0"



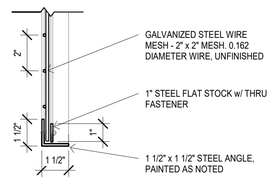
7 SD1 TRASH ENCLOSURE WALL SECTION DETAIL
3/4" = 1'-0"



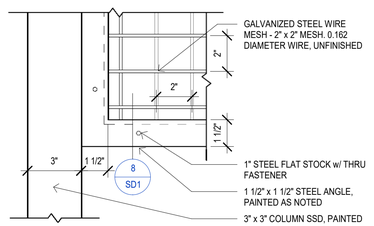
6 SD1 EXTERIOR ELEVATION - RIGHT
1/4" = 1'-0"



5 SD1 EXTERIOR ELEVATION - LEFT
1/4" = 1'-0"



8 SD1 WIRE MESH - SECTION DETAIL
3" = 1'-0"



9 SD1 WIRE MESH - CORNER DETAIL
3" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF STUD OR CMU.

B. SEE CIVIL DRAWINGS FOR UTILITY CONNECTIONS/ LOCATIONS.

C. ALL EXCAVATIONS SHALL BE FREE FROM LOOSE DIRT, WATER AND DEBRIS, ROOTS, STUMPS, ETC. BEFORE PLACING CONCRETE
D. ALL WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS. WELDS SHALL BE GROUND SMOOTH
E. CMU INTERIOR:
   a. SMOOTH GROUT AT ALL INTERIOR JOINTS
   b. COAT INTERIOR CMU SURFACES w/ 16 MIL. MINIMUM SIKAGARD 62
   c. (510) 636-2020.
   d. PAINT INTERIOR CMU SURFACES w/ FINAL COAT OF OFF WHITE EPOXY (WASHABLE) PAINT
F. METAL ACCESS GATE:
   a. 6x3 TUBULAR STEEL GATE POST - TYP. OF 3; PROVIDE CAP WELDED TO POST PER STRUCTURAL
   b. 3x3 TUBULAR STEEL GATE FRAME - PROVIDE CAP WELDED TO 3x3 PER STRUCTURAL

LEGEND

?	KEYNOTE
?	FINISH MATERIAL

COLOR LEGEND

P01	SHADED WHISPER, PPG0995-1, SEMI-GLOSS
P02	STATUE GARDEN PPG0996-3, MATTE
P03	SUMMER SHADOW, PPG0997-7, MATTE

KEYNOTES

1 DUMPSTER, BY OTHERS
2 METAL ACCESS GATES w/ HEAVY-DUTY HINGES, PAINTED SUMMER SHADOW (EXT. SUPERPAINT FLAT) PPG0996-7
3 WROUGHT IRON GATES w/ KICK PLATE AND HEAVY-DUTY HINGES, PAINTED SUMMER SHADOW (EXT. SUPERPAINT FLAT) PPG0996-7
4 6" HIGH x 12" WIDE CONCRETE CURB
5 3 x 3 COLUMN SSD, PAINTED SUMMER SHADOW (EXT. SUPERPAINT FLAT) PPG0996-7
6 METAL GUTTER AND DOWNSPOUT, PAINTED SUMMER SHADOW (EXT. SUPERPAINT FLAT) PPG0996-7
7 6" THICK CONCRETE SLAB AND ENCLOSURE APRON w/ "FIBERMESH" AND #4 @12" E.W.
8 1.5x20 GA GALVANIZED STEEL DECKING BY VULCRAFT (ESR-1227) FASTEN W/ 1/4-24 TEKS W/ BONDED WASHER @ 16" OC, TYP., PAINTED SUMMER SHADOW (EXT. SUPERTPAINT FLAT) PPG0996-7
9 GALVANIZED STEEL WIRE MESH, UNFINISHED
10 STEEL ANGLE AND FLAT STOCK FRAME, PAINTED SUMMER SHADOW (EXT. SUPERPAINT FLAT) PPG0996-7
11 8 x 8 x 16 (NOMINAL) CMU WALL

No.	Date	By	Chd.	Revision

Title: TRASH ENCLOSURE
CONVENIENCE STORE TRASH ENCLOSURE
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

NOT FOR CONSTRUCTION

Scale: Horizontal As indicated; Vertical As indicated
Designed -
Drawn SAS
Checked LP
Approved DG
Date 03/17/2025

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1 PR1.1 **CAR WASH FLOOR PLAN**

1/8" = 1'-0"

No.	Date	By	Ckd.	Revision

Title: PRESENTATION FLOOR PLAN

CARWASH
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN COALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal 1/8" = 1'-0" Vertical 1/8" = 1'-0"

Designed -
Drawn SAS
Checked LDAP
Approved DG
Date 07/17/2025

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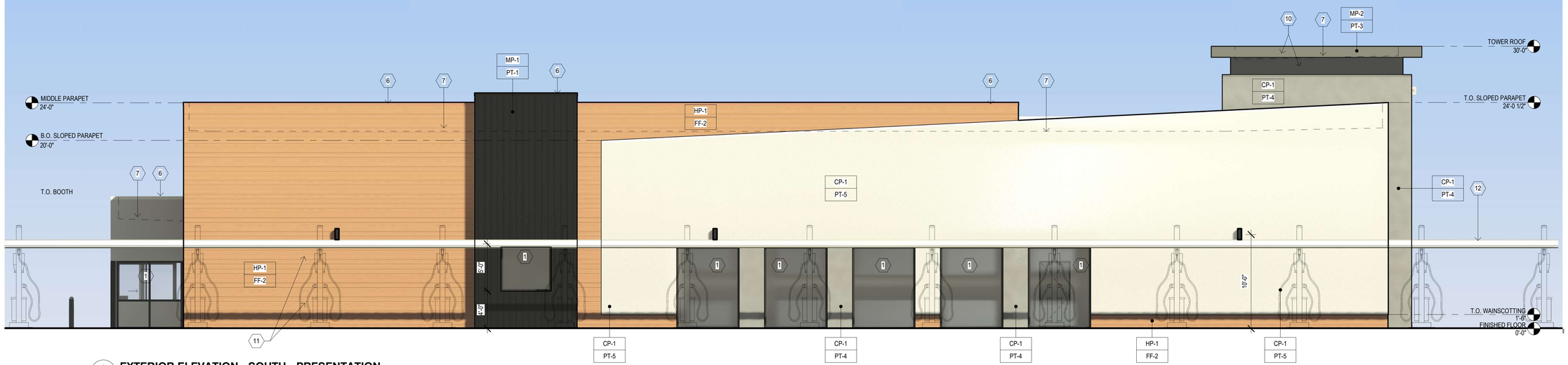
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2 PR2.1 **EXTERIOR ELEVATION - EAST - PRESENTATION**
3/16" = 1'-0"



1 PR2.1 **EXTERIOR ELEVATION - SOUTH - PRESENTATION**
3/16" = 1'-0"

KEYED NOTES

#	
1	BLACK ANODIZED ALUMINUM STOREFRONT
2	ALUMINUM STOREFRONT DOOR PER SCHEDULE
3	HOLLOW METAL DOOR PER SCHEDULE
4	COILING OVERHEAD DOOR W/ FACTOR FINISH PER SCHEDULE
5	TOWER METAL ACCESS DOOR PER SCHEDULE
6	PREFAB METAL COPING
7	LINE OF ROOF BEYOND
8	LPR; SEE CAR WASH EQUIPMENT MANUFACTURER/ SUPPLIER DRAWINGS
9	OVERHEIGHT BAR; SEE CAR WASH EQUIPMENT MANUFACTURER/ SUPPLIER DRAWINGS
10	TOWER CORNICE, SEE DETAIL 3/CWA5.3
11	VACUUM EQUIPMENT, SONNY'S CARWASH VACUUMS BY AUTOVAC, SEE SHOP DRAWINGS FOR REFERENCE
12	ARCHITECTURAL CANOPY OVER POINT OF SALE, VACUUMS (COLOR TBD)
13	POINT OF SALE EQUIPMENT
14	WALL-MOUNTED EXTERIOR LIGHT FIXTURE
15	BUILDING ADDRESS, 10" ILLUMINATED LETTERS

MATERIALS LEGEND

HP-1	HARDIE PABEL "SELECT CEDARMILL" 8-IN WIDE SIDING
MP-1	McELROY "MEDALLION-LOK" 12-IN STANDING SEAM METAL PANELS
MP-2	ARCHITECTURAL SHEET METAL DECORATIVE COPING
CP-1	SMOOTH STEEL-TROWELED "SBMF" CEMENT PLASTER

COLOR LEGEND

PT-1	MATTE BLACK FACTORY KYNAR 500 (PVDF) FINISH
PT-2	BLENDED GREYS/ NEUTRAL FACTORY COLORS 30% "PEARL GRAY"/ 30% "SLATE GRAY"/ 40% "LIGHT MIST"
PT-3	BLACK CHARCOAL PAINT BENJAMIN MOORE 2134-30 IRON MOUNTAIN; SATIN FINISH
PT-4	DARK GRAY PAINT BENJAMIN MOORE CW-705 TUCKER GRAY; SATIN FINISH
PT-5	WHITE PAINT BENJAMIN MOORE OC-170 WHITE DOVE; SATIN FINISH
FF-2	HARDIE PLANK "COPPER PENNY" PRE-FINISHED FACTORY COLOR/ MITER ALL CORNERS

MATERIAL/COLOR LEGEND



No.	Date	By	Cad.	Revision

Title: EXTERIOR ELEVATIONS

CARWASH
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

MIDLAND OIL GROUP
270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

For: 3

STATE OF CALIFORNIA
DANIEL BRIAN COALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale:	Horizontal	As indicated	Vertical	As indicated
Designed	-			
Drawn	SAS			
Checked	LDAP			
Approved	DG			
Date	07/17/2025			

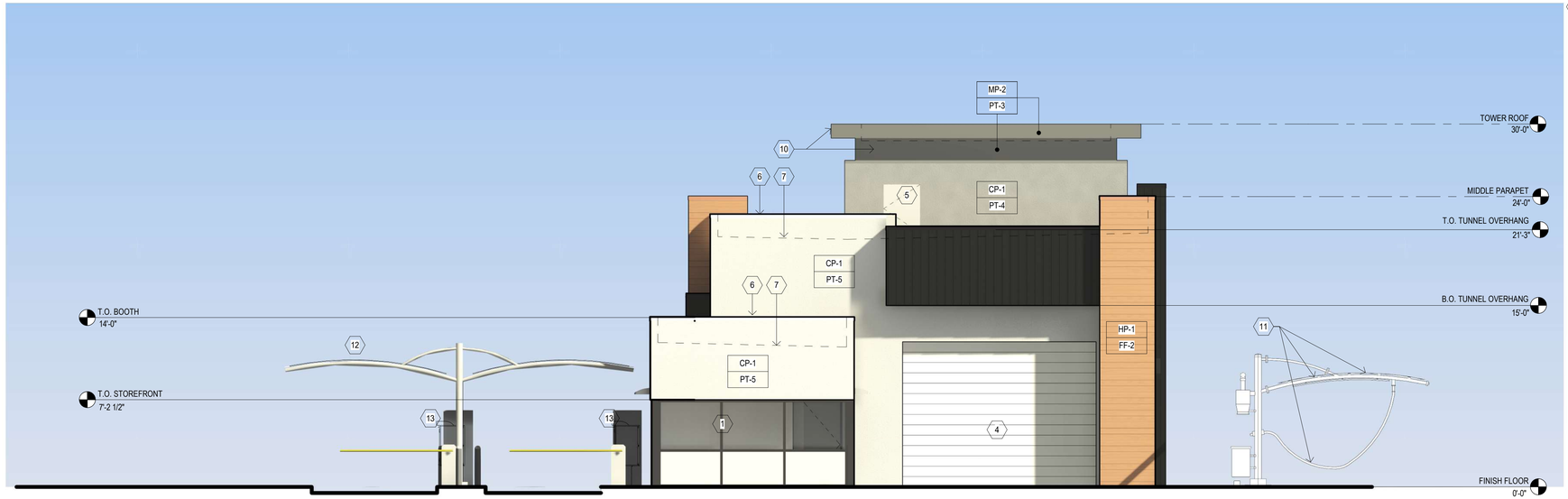
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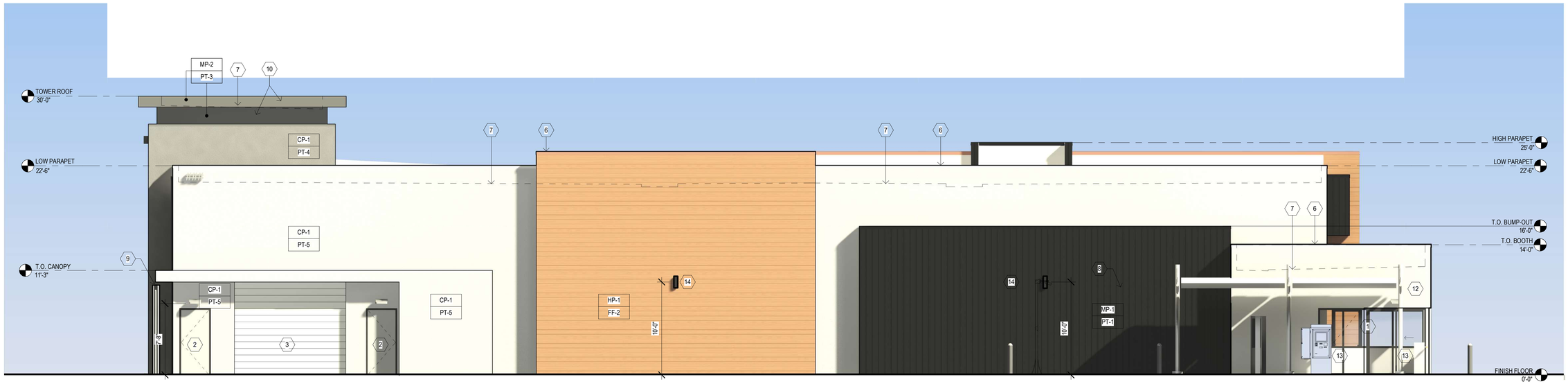


2 PR2.2 **EXTERIOR ELEVATION - WEST - PRESENTATION**

3/16" = 1'-0"

MATERIAL/COLOR LEGEND





1 PR2.2 **EXTERIOR ELEVATION - NORTH - PRESENTATION**

3/16" = 1'-0"

KEYED NOTES

1 BLACK ANODIZED ALUMINUM STOREFRONT
2 ALUMINUM STOREFRONT DOOR PER SCHEDULE
3 HOLLOW METAL DOOR PER SCHEDULE
4 COILING OVERHEAD DOOR W/ FACTOR FINISH PER SCHEDULE
5 TOWER METAL ACCESS DOOR PER SCHEDULE
6 PREFAB METAL COPING
7 LINE OF ROOF BEYOND
8 LPR; SEE CAR WASH EQUIPMENT MANUFACTURER/ SUPPLIER DRAWINGS
9 OVERHEIGHT BAR; SEE CAR WASH EQUIPMENT MANUFACTURER/ SUPPLIER DRAWINGS
10 TOWER CORNICE, SEE DETAIL 3/CWA5.3
11 VACUUM EQUIPMENT, SONNY'S CARWASH VACUUMS BY AUTOVAC, SEE SHOP DRAWINGS FOR REFERENCE
12 ARCHITECTURAL CANOPY OVER POINT OF SALE, VACUUMS (COLOR TBD)
13 POINT OF SALE EQUIPMENT
14 WALL-MOUNTED EXTERIOR LIGHT FIXTURE
15 BUILDING ADDRESS, 10" ILLUMINATED LETTERS

MATERIALS LEGEND

HP-1	HARDIE PABEL "SELECT CEDARMILL" 8-IN WIDE SIDING
MP-1	McELROY "MEDALLION-LOK" 12-IN STANDING SEAM METAL PANELS
MP-2	ARCHITECTURAL SHEET METAL DECORATIVE COPING
CP-1	SMOOTH STEEL-TROWELED "SBMF" CEMENT PLASTER

COLOR LEGEND

PT-1	MATTE BLACK FACTORY KYNAR 500 (PVDF) FINISH
PT-2	BLENDED GREYS/ NEUTRAL FACTORY COLORS 30% "PEARL GRAY"/ 30% "SLATE GRAY"/ 40% "LIGHT MIST"
PT-3	BLACK CHARCOAL PAINT BENJAMIN MOORE 2134-30 IRON MOUNTAIN; SATIN FINISH
PT-4	DARK GRAY PAINT BENJAMIN MOORE CW-705 TUCKER GRAY; SATIN FINISH
PT-5	WHITE PAINT BENJAMIN MOORE OC-170 WHITE DOVE; SATIN FINISH
FF-2	HARDIE PLANK "COPPER PENNY" PRE-FINISHED FACTORY COLOR/ MITER ALL CORNERS

No.	Date	By	Ckd.	Revision

Title: EXTERIOR ELEVATIONS

CARWASH
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN COALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal As indicated; Vertical As indicated

Designed -
Drawn SAS
Checked LDAP
Approved DG
Date 07/17/2025

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

Job Number 21786

Sheet PR2.2 of

Autodesk Docs://Fontana, CA (SWC Sierra Ave & Baseline)/BCE_SWC Sierra Ave And Baseline_Car Wash_ARCH-R24.rvt

7/12/2025 10:20:45 AM

1 PR2.3 **3D VIEW - NORTHWEST - PRESENTATION**

2 PR2.3 **3D VIEW - SOUTHEAST - PRESENTATION**

No.	Date	By	Ckd.	Revision

Title: 3D EXTERIOR AXON VIEWS

CARWASH
SW CORNER OF SIERRA AVE & BASELINE AVE
CITY OF FONTANA, CA 92336

For: MIDLAND OIL GROUP
3270 INLAND EMPIRE BLVD., STE. 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN COALWIN
C-18865
REN. 8/31/25
LICENSED ARCHITECT

Scale: Horizontal — Vertical

Designed	-
Drawn	SAS
Checked	LDAP
Approved	DG
Date	07/17/2025

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Job Number 21786

Sheet PR2.3 of

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No.	Date	By	Ckd.	Appr.	Revision

Job Number: 21786

Sheet: R1.1 of ____

Barghausen Consulting Engineers, Inc.
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Kent, WA 98032
425.251.6222 barghausen.com

Designed DBG
Drawn AD
Checked DBG
Approved ____
Date ____

Scale:
Horizontal
Vertical

For:
MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO, CA 91764

Title:
RENDERING IMAGE

SW CORNER OF SIERRA AVE. + BASELINE AVE
CITY OF FONTANA, CALIFORNIA

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117

VIEW POINT 1

VIEW POINT 2

No.	Date	By	Ckd.	Appr.	Revision

Title: RENDERING IMAGE

SW CORNER OF SIERRA AVE. + BASELINE AVE
CITY OF FONTANA, CALIFORNIA

For: MIDLAND INVESTMENTS LLC
3270 INLAND EMPIRE BLVD, SUITE 430
ONTARIO, CA 91764

STATE OF CALIFORNIA
DANIEL BRIAN GOALWIN
C-10855
REN. 8-31-2023
LICENSED ARCHITECT

Scale: Horizontal Vertical

Designed DBG
Drawn AD
Checked DBG
Approved
Date

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Kent, WA 98032
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Job Number 21786
Sheet R1.3 of

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RESOLUTION NO. PC 2026 -___

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, APPROVING TENTATIVE PARCEL MAP NO. 20761 (TPM NO. 22-000033-R2) TO RECONFIGURE FIVE PARCELS INTO FOUR PARCELS, MINOR USE PERMIT NO. 25-0006 TO OPERATE AN AUTOMATIC CARWASH, AND DESIGN REVIEW NO. 22-000005-R2 FOR AN AMENDMDMENT TO A PREVIOUSLY APPROVED FOR RETAIL CENTER TO MODIFY THE LOCATION OF BUILDINGS AND PARKING ON THE SITE AND REMOVE TWO PREVIOUSLY PROPOSED BUILDINGS ON APPROXIMATELY 6.3 GROSS ACRES l LOCATED AT THE SOUTHWEST CORNER OF SIERRA AVENUE AND BASELINE AVENUE (APN: 0241-051-01, -02, -16, -17, AND -32) PURSUANT TO THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION FOR THE MIDLAND PLAZA PROJECT.

WHEREAS, Assessor Parcel Numbers ("APNs") 0241-051-01, -02, -16, -17, and -32 ("Project Site"), totaling approximately 6.3 adjusted gross aces, were annexed from San Bernardino County and incorporated into the City of Fontana on March 22, 1979; and

WHEREAS, on July 22, 2025, Core States Group ("Applicant") submitted an application for a Tentative Parcel Map No. 20761 ("TPM No. 22-0000033-R2"), to reconfigure five parcels into four parcels, Minor Use Permit No. 25-0006 ("MUP No. 25-0006") to operate an automatic carwash, and Design Review No. 22-000005-R2 ("DRP No. 22-000005-R2") for the site and architectural review of an amendment to a previously approved retail center including the relocation of buildings and parking and the removal of two previously approved buildings (collectively, the "Midland Plaza Project") on the Project Site; and

WHEREAS, the Project site has a General Plan Land Use designation of General Commercial (C-G) and is located within the General Commercial (C-2) zoning district, which allows for such projects; and

WHEREAS, pursuant to CEQA Guidelines, Sections 15162 through 15164 et seq, staff has determined that the previously adopted Mitigated Negative Declaration for the Midland Plaza Project adequately identified the impacts associated with TPM No. 22-000033-R2, MUP No. 25-0006, DRP No. 22-000005-R2 and there have been no substantial changes to the project or the circumstances under which the project is undertaken, or new information of substantial importance, which would require major revisions to the Mitigated Negative Declaration; and

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

hearing was published in the *Fontana Herald* newspaper on April 10, 2026, at City Hall and at the Project Site; and

WHEREAS, on April 21, 2026, a duly noticed public hearing on TPM No. 22-0000033-R2", MUP No. 25-0006, and DRP No. 22-000005-R2 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 carefully considered all information, evidence, and testimony presented at its public hearing on April 21, 2026; and

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

WHEREAS, the Conditions of Approval for TPM No. 22-000033-R2 have been prepared and are attached hereto as **Exhibit "A**"; and

WHEREAS, the Conditions of Approval for MUP No. 25-0006 have been prepared and are attached hereto as **Exhibit "B**"; and

WHEREAS, the Conditions of Approval for DRP No. 22-000005-R2 have been prepared and are attached hereto as **Exhibit "C**"; 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. Compliance with California Environmental Quality Act. The Planning Commission hereby determines that the Project was adequately analyzed under the previously approved Mitigated Negative Declaration, and that here have been no substantial changes to the project or the circumstances under which the project is undertaken, or new information of substantial importance, which would require major revisions to the previously approved Mitigated Negative Declaration. The Planning Commission finds that Initial Study and Mitigated Negative Declaration contain a complete and accurate reporting of all of the environmental impacts associated with the project.

Section 3. Tentative Parcel Map Findings. The Planning Commission hereby makes the following findings for TPM No. 22-000033-R2 in accordance with Section 26-218(d) "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: The proposed parcel map is consistent with the City's General Plan and any applicable specific plan.

Finding of Fact: Tentative Parcel Map No. 20761 is consistent with the General Plan Land Use Designation for the project site, which is General Commercial (C-G). The C-G designation is intended for uses such as retail and wholesale activities, automobile-related sales and services, offices and business providing administrative and professional service, and medical offices and clinics. The Tentative Parcel Map will reconfigure five existing parcels (0241-051-01, -02, -16, -17 and -32) into four new parcels for the development of a commercial retail center. The use is consistent with the General Plan Land Use Designation.

Finding No. 2: That the design or improvements of the proposed tentative parcel map is consistent with the General Plan and any applicable specific plan.

Findings of Fact: The design of TPM No. 22-000033-R2 to reconfigure the existing five parcels into four new parcels to accommodate the development include a retail development with an automobile fueling station, convenience store, drive through restaurant, and automatic carwash 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 Element of the City of Fontana General Plan, Subdivisions (Chapter No. 26) Chapter of the City of Fontana Municipal Code.

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

Findings of Fact: The project site is approximately 6.3 adjusted gross acres and is of an adequate size to accommodate the commercial development referenced herein. The existing topography of the site is less than two percent gradient and development of the site will not require setback variances; therefore, the site is suitable for this type of development. The lot sizes, lot depths and lot widths are consistent with other commercial developments.

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 TPM No. 22-000033-R2 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Initial Study and Mitigated Negative Declaration that was completed for the original Midland Plaza project was completed to identify environmental impacts and mitigation measures are included to make any impacts less than significant. The modification to the project is within the

development anticipated by, and is consistent with the finding and conclusions in, the Initial Study and Mitigated Negative Declaration.

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. 20761 will not cause public health problems. The development complies with the Zoning and Development Code and the General Plan. Improvements include connection to public storm drain, 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: **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. 20761 and the public improvements will not conflict with access easements acquired by the public. The site is accessed from Sierra Avenue, Montgomery Avenue and Baseline Avenue, which will all for full ingress and egress movements.

Section 4. Minor Use Permit Findings. The Planning Commission hereby makes the following findings for MUP 25-0006 in accordance with Section 30-178 "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: **The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, general plan, any applicable specific plan or area plan, and City regulations/standards.**

Findings of Fact: The project site consists of approximately 6.3 adjusted gross acres located on the west side of Sierra Avenue, between Baseline Avenue and Montgomery Avenue. The amended retail development includes a fueling station, including quick service restaurant, and an automatic carwash. With approval of a Minor Use Permit, for the carwash, the development complies with all provisions in the General Commercial (C-2) zoning district and General Commercial (C-G) general plan land use designation.

Finding No. 2: **The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and**

the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.

Findings of Fact: The project meets or exceeds the criteria contained in the special use standards in the Zoning and Development Code and has been designed to be compatible with the surrounding uses. The carwash will be built pursuant to all applicable building, zoning, and fire codes and standards. Additionally, the conditions of approval for the carwash include operational conditions that ensure compliance with the use standards in the Zoning and Development Code.

The site will be accessed from Sierra Avenue, Montgomery Avenue and Baseline Avenue. Driveways will allow for full ingress and egress movements. The project has been reviewed by Planning, Engineering, Building and Safety, and County Fire Departments for site circulation, access and safety.

Finding No. 3: **Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: The carwash will not be detrimental to the public interest, health, safety or welfare, and will not create any adverse effects to the neighboring sites or their permitted uses. Conditions of approval for the carwash include operational conditions that will ensure compliance with the use standards in the Zoning and Development Code, which are intended to limit impacts to the surrounding land uses. Additionally, the project is conditioned to comply with the Mitigation Monitoring and Reporting Program adopted for the Midland Plaza Project, which will further limit any impacts.

The project has been reviewed by the Planning, Engineering, Building and Safety, and County Fire Departments for site circulation, access, and safety.

Section 5. Design Review Amendment Findings. The Planning Commission hereby makes the following findings for DRP No. 22-000005-R2 in accordance with Section 30-129 “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: This project will consist of a retail center including a new fueling station with fueling canopy and convenience store with a drive-

thru restaurant, and an automatic carwash. The development meets the criteria contained in the design review section of the Fontana Zoning and Development Code. The project has high-quality architectural design that is consistent and appropriate for the General commercial (C-2) zoning district, providing exceptional architecture through the use of colors, materials, and textures that will enhance the existing area. The project site is surrounded by commercial land uses to the north (on the opposite side of Baseline Avenue) and commercial and residential land uses to the east (on the opposite side of Sierra Avenue). Vacant, residentially zoned land is located to the west and a single-family dwelling is located to the south (on the opposite side of Montgomery Avene). The establishment of these commercial land uses would be compatible with the area and conditions of approval are provided to eliminate any potential impacts to the surrounding properties.

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

Findings of Fact: The applicant has incorporated site details that will beautify and enhance the overall aesthetics of the site. Some of the features include a modern architectural style that incorporates flat roof lines, elements of asymmetry, a mix of cool and warm building side tones, metal and class accents and wood-look siding. The development includes a fueling station, convenience store and automatic carwash. The architectural elements are consistent among the buildings and provide cohesion for the site while providing visual interest and individuality among the buildings. The proposed development meets or exceeds all development standards applicable to the C-2 zoning district (including minor use standards for the carwash and queuing standards for the drive-thru restaurant). Adequate parking and accessibility per standards have been incorporated to ensure that the retail center is constructed, operated, and maintained in a matter appropriate for the area.

Finding No. 3: **The proposal, 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 project is aesthetically and architecturally pleasing and compatible with the neighboring commercial development. The project site, which is approximately 6.3 adjusted gross acres, is

physically suitable in size and shape to support the development of the retail center. Because the project complies with all applicable building, zoning and fire codes, it will be safe, attractive and well designed. Design characteristics include decorative cornices, wall sconces, veneer, stucco and wood-like tile wall surface and decorative awnings.

The Modern architecture theme selected for the retail center is appropriate for the area. The project is consistent with the goals and policies of the General Plan and applicable provisions of the zoning district, including Goal 5.3, Policy 5: (Community Design Element) stating that the buildings shall incorporate distinct and varied architectural details through varied rooflines, and detail façade treatments". Design characteristics include decorative cornices, wall sconces, awnings, stucco and tile wall surface and veneer.

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

Findings of Fact: The project has been reviewed by the Planning, Engineering, Building and Safety and County Fire Departments for site circulation, access and safety and it was determined that the project meets or exceeds the standards of the General Commercial (C-2) zoning district, with site improvements that are appropriate and will result in a safe, well-designed facility.

Section 6. Approvals. Based on the foregoing, the Planning Commission hereby approves TPM No. 22-000033-R2 subject to the Conditions of Approval attached hereto as **Exhibit "A",** MUP No. 25-0006 subject to the Conditions of Approval attached hereto as **Exhibit "B",** and DRP No. 22-000005-R2, subject to the Conditions of Approval attached hereto as **Exhibit "C",** all incorporated herein by this reference as though fully set forth therein.

Section 7. 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 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 10. 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.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 21st day of April 2026.

City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 21st day of April 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

EXHIBIT "A"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-000011-R3 **DATE:** April 21, 2026
Tentative Parcel Map No. 20761 (TPM NO. 22-000033-R2)

LOCATION: The project site is located on the southwest corner of Sierra Avenue and Baseline Avenue (APN: 0241-051-01, -02, -16, -17, AND -32).

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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and

   B. All other Conditions of Approval imposed by 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, 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.

3. 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.

4. 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.

5. This tentative parcel map shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development Code) of the Municipal Codes of the City of Fontana and the Subdivision Map Act.

6. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program for the Midland Plaza project, as approved by the Planning Commission on August 15, 2023.

7. The applicant/developer/property owner shall underground all utilities, 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.

8. All Conditions of Approval 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.

9. This Tentative Parcel Map No. 20761 (TPM No. 22-000033-R2) 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.

10. 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.

11. After the fifteen (15) day appeal period and if there are no appeal application submitted to the Planning Department, 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.

12. 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.

13. The construction contractor will use the following source controls at all times:
    A. 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 unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b)(7) of the Fontana City Code.
    B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.

C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
D. Have only necessary equipment onsite.
E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
F. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
G. Temporarily enclose localized and stationary noise sources

ENGINEERING DEPARTMENT – LAND DEVELOPMENT

14. 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.

15. 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.

16. 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.

PRIOR TO ISSUANCE OF GRADING PERMIT

17. The Applicant shall obtain approval of the Preliminary Water Quality Management Plan (PWQMP) for the entire project. Approval of the PWQMP shall occur prior to submitting the Final Water Quality Management Plan.

18. The Applicant shall obtain approval of the Preliminary Drainage Study for the entire project. Approval of the Preliminary Drainage Study shall occur prior to submitting the Final Drainage Study.

19. The Applicant shall submit engineered Rough Grading Plans and obtain full approval. Rough Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications.

20. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard

Plans and Specifications. Rough Grading Pad Certification is required to be submitted to the Engineering Department prior to precise grading permit issuance.

21. The Applicant shall prepare and obtain approval for a Final Water Quality Management Plan (WQMP) in accordance with the County of San Bernardino Technical Guidance Document and the most current template. All outstanding comments from the Preliminary WQMP must be resolved and incorporated into the Final WQMP.

22. The Applicant shall submit and obtain approval for a Final Drainage Study and comprehensive hydraulic analysis prepared in accordance with the County of San Bernardino Hydrology Manual and the City of Fontana Master Plan of Drainage. This study must resolve all outstanding comments from the preliminary report and evaluate both the project site and all affected off-site improvements.

PRIOR TO MAP RECORDATION

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

24. If a Community Facility District (CFD) is to be formed, the applicant shall submit a CFD maintenance map that meets Engineering requirements for size and format, as required for the development, showing the CFD boundary and maintenance requirements; obtain approval of the map; and complete the first public hearing for formation of the CFD.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

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

26. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, 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.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

27. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

28. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

29. Slurry seal roads affected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflict with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

30. The Surveyor of Record 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.

31. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

32. 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.

33. 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.

34. 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.

35. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for each building that a Certificate of Occupancy is being requested.

ENGINEERING DEPARTMENT – TRAFFIC

36. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:

    A. The Project may have up to two (2) ingress/egress points along Baseline Avenue. All ingress along Baseline Avenue shall be restricted to right-turning inbound movements only. The westerly access point may accommodate right-turning egress movements. The easterly access point shall be designed and constructed to restrict all outbound egress movements. The egress restriction shall be reinforced with appropriate signage and pavement markings.
    B. The Project may have a single ingress/egress point along Sierra Avenue that shall be designed, constructed, and signed to restrict ingress to right-turn inbound movements only and to restrict egress to right-turn outbound movements only. The ingress/egress point along Sierra Avenue shall be designed to discourage use of the existing bus transit turn-out area as a deceleration lane and/or turn-pocket providing southbound right-turning ingress to the project site.
    C. The Project may have a single ingress/egress point along Montgomery Avenue which may accommodate full access (i.e., left- and right-turning ingress and egress movements).

37. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.

38. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.

39. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.

40. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

41. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.

42. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS

43. The Applicant shall provide street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.

44. The Applicant shall provide street improvement plans to reconstruct the northbound left-turn lanes at the intersection of Sierra Avenue and Baseline Avenue, subject to the approval of the City Engineer. The reconstructed northbound left-turn lanes shall provide a minimum of 534 feet of storage space.

45. The Applicant shall provide a striping and signing plan(s), subject to the approval of the City Engineer, for all areas of roadway improvements included in the street improvement plans.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

46. The Applicant shall pay the applicable Development Impact Fees prior to the issuance of any occupancy permits at the established rate pursuant to Government Code Section 66007.

47. The Applicant shall construct the approved roadway improvements adjacent to the Project Site.

48. The Applicant shall construct the approved roadway improvements to the northbound left-turn lanes at the intersection of Sierra Avenue and Baseline Avenue.

49. The Applicant shall install the approved signing and striping plans as part of the street improvements.

50. The Applicant shall prepare and file a queue management plan with the City which outlines the planned operation and management of the quick serve restaurant drive-through service lane queue. The City may require changes to the queue management plan in the future due to traffic operational or safety concerns.

END OF CONDITIONS OF APPROVAL

EXHIBIT "B"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case (MCN) No. 22-000011-R3 **DATE:** April 21, 2026
Minor Use Permit (MUP) No. 25-0006 (Automatic Carwash)

LOCATION: The project site is located on the southwest corner of Sierra Avenue and Baseline Avenue (APN: 0241-051-01, -02, -16, -17, AND -32)

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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
   B. All other Conditions of Approval imposed by this project have been fulfilled.

2. This Minor Use Permit 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.

3. 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.

4. 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.

5. 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.

6. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program for the Midland Plaza project, as approved by the Planning Commission on August 15, 2023.

7. After the fifteen (15) day appeal period, the Applicant shall remove the notice of Filing sign from the project site. The Applicant may request a refund of the $300 sign deposit. The request shall be submitted to the Planning Department.

8. 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.

9. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Municipal Code.

10. The project shall incorporate graffiti resistant materials. The property owner shall at all times maintain an adequate amount of paint, matching the project, and shall abate any graffiti at the project within 48 hours of appearance of such graffiti.

11. All landscaping must be adequately maintained at all times. If the applicant/owner fail to maintain the landscape as originally approved, the owner/applicant shall be required to renovate the landscape to meet current landscape standards and water conservation ordinance.

12. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.

13. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.

14. The project shall 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.

15. The permitted hours of operation shall be between 7:00 am and 10:00pm Monday through Sunday.

16. Any sound emanating from the operation shall be in conformance with those standards adopted by the City for the control of noise and noise sources per Chapter 18 of the Fontana Municipal Code.

END OF CONDITIONS OF APPROVAL

EXHIBIT "C"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-000011-R3 **DATE:** April 21, 2026
Design Review No. 22-000005-R2

LOCATION: The project site is located on the southwest corner of Sierra Avenue and Baseline Avenue (APN: 0241-051-01, -02, -16, -17, AND -32)

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 of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
   B. All other Conditions of Approval imposed by this project have been fulfilled.
2. 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.
3. 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 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.

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. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.
5. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
6. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
7. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
8. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program for the Midland Plaza project, as approved by the Planning Commission on August 15, 2023.
9. Color combinations and color schemes for commercial buildings approved under a Design Review Permit application shall not be modified or changed without prior approval from 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 shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.
10. The applicant shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
11. 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 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.

12. 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.

13. The construction contractor will use the following source controls at all times:

    A. 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 unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.

    B. For all noise-producing equipment, use types and models that have the

lowest horsepower and the lowest noise generating potential practical for their intended use.

C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.

D. Have only necessary equipment onsite.

E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:

a. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.

b. Temporarily enclose localized and stationary noise sources.

c. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.

14. Placement, location, and screening of utilities of any kind which cannot be installed underground and must be placed above ground for function and safety reasons require approval by the Director of Planning. Specific areas where Southern California Edison (SCE) needs access, there should be a minimum clearance of 8 feet or as directed by SCE.

15. Transformer enclosures shall be designed of durable materials with finishes and colors used which are compatible and harmonious with the overall architectural theme.

16. Placement, location and screening of utilities of any kind which cannot be installed underground and must be placed above ground for function and safety reasons require approval by the Director of Planning.

17. The applicant shall provide a minimum of twenty-four (24) inch exterior wall lighting fixtures for commercial.

18. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee. If the applicant/owner fail to maintain the landscape as originally approved, the owner/applicant shall be required to renovate the landscape to meet current landscape standards and water conservation ordinance.

19. All fire back flows (DDC/DACA) shall be painted green or an earth tone color.

20. 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.

21. 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 City of Fontana's Model Water Efficiency Landscape Ordinance (Chapter 30, Article X, Ordinance 1895).

22. The following items shall be submitted to the Planning Department by the Applicant and completed prior to the issuance of a certificate of occupancy for this project:

    a. Certificate of MWELO Compliance by the register Landscape Architect of Record.
    b. Landscape and Irrigation Maintenance Schedule.
    c. Soils Management Report.
    d. Certified water Auditor Report.

PRIOR TO ISSUANCE OF GRADING PERMIT

23. All Conditions of Approval 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 or grading plans prior to issuance of any building or grading permits.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

24. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.

25. Prior to the issuance of a Certificate of Occupancy, the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning.

26. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.

27. Parcels not being developed as part of this Design Review shall be enclosed with split rail fencing or similar until development occurs and The applicant/developer shall stabilize soils within these parcels to the satisfaction of the Director of Planning.

FIRE DEPARTMENT

28. 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.

29. 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.

30. 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.

31. Street Signs: Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

32. 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.

33. Water System Commercial: 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 2000 GPM for a 2 hour duration at 20 psi residual operating pressure. Fire Flow is based on a 5608 Square Foot structure.

34. Hydrant Marking: Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

35. 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 foot 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.

36. 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.

37. Combustible Native Vegetation: Combustible native vegetation shall be removed as follows: Where the average slope of the site is less than 15%, combustible vegetation shall be removed a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less. Where the average slope of the site is 15% or greater, combustible vegetation shall be removed a minimum one hundred (100) feet from all structures or to the property line, whichever is less. California Fire Code Chapter 49.

38. 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.

39. Hood and Duct Extinguishing system: An automatic hood and duct fire extinguishing system may be required. A licensed contractor shall submit three (3) sets of detailed plans (minimum 1/8” scale) with manufactures’ specification sheets 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 17A, & NFPA 96.

40. Fire Alarm, Manual or Automatic: A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA 72 and all applicable codes is required. 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, SBCFD Standard F-5, & NFPA 72.

41. 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.

42. 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.

43. Commercial Addressing: Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum eight (8) inches in height and with a one (1) 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

44. 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

45. 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.

46. Secondary Access: The development shall have a minimum of 2 points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1

BUILDING AND SAFETY DEPARTMENT

47. 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 Electrical Code
    C. California Mechanical Code
    D. California Plumbing Code
    E. California Energy Code
    F. California Fire Code
    G. California Green Building Standards Code
    H. City of Fontana Ordinance.
    I. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.

48. 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.

49. 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.

50. 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.

51. 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.

52. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.

53. 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:
   a. 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
   b. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
   c. All proposed drainage structures; and
   d. Any proposed and/or required walls or fencing.

54. The applicant is required to obtain permits for the removal and/or demolition of structures. (If applicable)

55. 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

56. 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

57. 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.

ENGINEERING DEPARTMENT – LAND DEVELOPMENT

58. 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.

59. 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.

60. 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.

PRIOR TO ISSUANCE OF GRADING PERMIT

61. The Applicant shall obtain approval of the Preliminary Water Quality Management Plan (PWQMP) for the entire project. Approval of the PWQMP shall occur prior to submitting the Final Water Quality Management Plan.

62. The Applicant shall obtain approval of the Preliminary Drainage Study for the entire project. Approval of the Preliminary Drainage Study shall occur prior to submitting the Final Drainage Study.

63. The Applicant shall submit engineered Rough Grading Plans and obtain full approval. Rough Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications.

64. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications. Rough Grading Pad Certification is required to be submitted to the Engineering Department prior to precise grading permit issuance.

65. The Applicant shall prepare and obtain approval for a Final Water Quality Management Plan (WQMP) in accordance with the County of San Bernardino Technical Guidance Document and the most current template. All outstanding comments from the Preliminary WQMP must be resolved and incorporated into the Final WQMP.

66. The Applicant shall submit and obtain approval for a Final Drainage Study and comprehensive hydraulic analysis prepared in accordance with the County of San Bernardino Hydrology Manual and the City of Fontana Master Plan of Drainage. This study must resolve all outstanding comments from the preliminary report and evaluate both the project site and all affected off-site improvements.

PRIOR TO MAP RECORDATION

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

68. If a Community Facility District (CFD) is to be formed, the applicant shall submit a CFD maintenance map that meets Engineering requirements for size and

format, as required for the development, showing the CFD boundary and maintenance requirements; obtain approval of the map; and complete the first public hearing for formation of the CFD.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

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

70. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, 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.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

71. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

72. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

73. Slurry seal roads affected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflict with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

74. The Surveyor of Record 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.

75. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

76. 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.

77. 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.

78. 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.

79. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for each building that a Certificate of Occupancy is being requested.

ENGINEERING DEPARTMENT – TRAFFIC

80. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:

    A. The Project may have up to two (2) ingress/egress points along Baseline Avenue. All ingress along Baseline Avenue shall be restricted to right-turning inbound movements only. The westerly access point may accommodate right-turning egress movements. The easterly access point shall be designed and constructed to restrict all outbound egress movements. The egress restriction shall be reinforced with appropriate signage and pavement markings.

    B. The Project may have a single ingress/egress point along Sierra Avenue that shall be designed, constructed, and signed to restrict ingress to right-turn inbound movements only and to restrict egress to right-turn outbound movements only. The ingress/egress point along Sierra Avenue shall be designed to discourage use of the existing bus transit turn-out area as a deceleration lane and/or turn-pocket providing southbound right-turning ingress to the project site.

    C. The Project may have a single ingress/egress point along Montgomery Avenue which may accommodate full access (i.e., left- and right-turning ingress and egress movements).

81. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.

82. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.

83. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.

84. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

85. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.

86. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS

87. The Applicant shall provide street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.

88. The Applicant shall provide street improvement plans to reconstruct the northbound left-turn lanes at the intersection of Sierra Avenue and Baseline Avenue, subject to the approval of the City Engineer. The reconstructed northbound left-turn lanes shall provide a minimum of 534 feet of storage space.

89. The Applicant shall provide a striping and signing plan(s), subject to the approval of the City Engineer, for all areas of roadway improvements included in the street improvement plans.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

90. The Applicant shall pay the applicable Development Impact Fees prior to the issuance of any occupancy permits at the established rate pursuant to Government Code Section 66007.

91. The Applicant shall construct the approved roadway improvements adjacent to the Project Site.

92. The Applicant shall construct the approved roadway improvements to the northbound left-turn lanes at the intersection of Sierra Avenue and Baseline Avenue.

93. The Applicant shall install the approved signing and striping plans as part of the street improvements.

94. The Applicant shall prepare and file a queue management plan with the City which outlines the planned operation and management of the quick serve restaurant drive-through service lane queue. The City may require changes to the queue management plan in the future due to traffic operational or safety concerns.

END OF CONDITIONS OF APPROVAL

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or X County Clerk Address: 222 W Hospitality Lane 1st Floor, San Bernardino, CA 92415	FROM:	Public Agency/Lead Agency Name: **City of Fontana** Address: **8353 Sierra Ave, Fontana CA 92335** Contact: Cecily Session-Goins Phone: **(909) 350-6723**
			Email: csgoins@fontanaca.gov
TO:	X Office of Land Use and Climate Innovation State Clearinghouse 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above)	
		Address:	
		Contact:	
		Phone:	

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH):
Project Title: **Master Case No. 22-000011-R3; Tentative Parcel Map No. 22-000033-R2 (TPM No. 20761), Minor Use Permit No. 25-0006, and Design Review No. 22-000005-R2**
Project Applicant (include address, telephone number and email address): **Dan Goalwin, Director of Architecture, Core States Group, 18215 72nd Avenue South, Kent, WA 98032, (425) 251-6222, dgoalwin@core-states.com**
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name): **Southwest corner of Sierra Avenue and Baseline Avenue.**
General Project Location (City and/or County): **City of Fontana, County: San Bernardino**
Project Description: **Master Case No. 22-000011-R3; Tentative Parcel Map No. 22-000033-R2 (TPM No. 20761), Minor Use Permit No. 25-0006, and Design Review No. 22-000005-R2, A request for site and architectural approval for a proposed revision to a previously approved commercial center. Revisions include the**

reconfiguration of the site from five parcels to four parcels and the relocation of the carwash building, vacuums and canopies to the northwest portion of the site.

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

Dan Goalwin, Director of Architecture, Core States Group, 18215 72nd Avenue South, Kent, WA 98032, (425) 251-6222, dgoalwin@core-states.com

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on **April 21, 2026** and has made the following determinations regarding the above described project:

1.	The project [☐ will ☒ will not] have a significant effect on the environment.	
2. ☐	An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.	
☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
☒	A Mitigated Negative Declaration was prepared for the Midland Plaza Project (MCN22-000011) pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency. Based on CEQA Guidelines, Section 15162 through 15164 et seq, it was determined that the previously adopted Mitigated Negative Declaration has adequately identified the impacts associated with this project.	
3. ☐	Mitigation measures [☒ were ☐ were not]made a condition of the approval of the project.	
4. ☐	A Mitigation Monitoring or Reporting Plan [☒ was ☐ was not] adopted for this project.	
5. ☐	A Statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.	
6. ☐	Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.	
	This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:	
	Custodian: City of Fontana	Location: 8353 Sierra Avenue Fontana, CA 92335

Date:	_____ **Rina Leung** **Senior Planner**

Clerk's File Stamp:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

FONTANA
CALIFORNIA

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 (MCN) No. 21-000128: Conditional Use Permit (CUP) No. 21-000021; Conditional Use Permit (CUP) No. 21-000025; and Administrative Site Plan (ASP) No. 21-000057

A conditional use permit request for a proposed truck sales operation and a conditional use permit request for a proposed repair facility operation along with an administrative site plan request for the construction of an approximately 29,185 square foot building and associated site improvements on an approximately 1.9-acre site.

Environmental Determination: This project is categorical exempt pursuant to Section No. 15332 (Infill Development Projects) of the California Environmental Quality Act (CEQA), and Section 3.22 (Categorical Exemption) of the 2019 City of Fontana Local Guidelines for Implementing the California Environmental Quality Act.

Location of Property: 14592 Boyle Avenue, (APN: 0236-051-29)

Date of Hearing: April 21, 2026

Place of Hearing: Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, CA

Time of Hearing: 6:00 P.M.



Should you have any questions concerning this project, please contact Alejandro Rico, Associate Planner, at (909) 350-6558 or by email: arico@fontanaca.gov

FONTANA
CALIFORNIA

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

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: April 10, 2026

File #: 26-0850
Agenda #: PH-C

Agenda Date: 4/21/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 26-0011 and Municipal Code Amendment No. 26-0002: Fontana Municipal Code amendments to Chapter 30 to modify standards for outdoor dining and parking standards in the downtown core, make revisions to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses, pursuant to a categorical exemption from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3).

RECOMMENDATION:
Based on information on the staff report staff recommends that the Planning Commission adopt Resolution No. PC 2026-___; and,

1. Determine that the Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

2. Approve a resolution recommending that the City Council adopt an Ordinance for Municipal Code Amendment (MCA) No. 26-0002 to amend Chapter 30 of the Municipal Code.

APPLICANT:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

LOCATION:
Citywide

REQUEST:
Municipal Code Amendment (MCA) No. 26-0002 to amend multiple sections of the Zoning and Development Code, to revise standards for outdoor dining, and parking standards in the downtown core, make adjustments to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
The City of Fontana Zoning and Development Code regulates the development of commercial, industrial, and residential projects. Staff conducts ongoing reviews of the municipal code to determine where language within the code would benefit from updates, clarification, and/or redefinition to help streamline zoning and facilitate the development process.

PROJECT DESCRIPTION:
The City initiated Municipal Code Amendment No. 26-0002 to update Chapter 30 (Zoning and Development Code) as summarized below; a detailed list of the proposed amendments is provided within Exhibit "A" of the Planning Commission Resolution provided as Attachment No. 1.

ANALYSIS:
Outdoor dining in the downtown core - Modification of standards for outdoor dining in the public right-of-way in the downtown core to including minimum pedestrian path width, design standards, and permit requirements.

Parking standards in the downtown core - Modification to eliminate parking requirements for retail, entertainment and restaurant uses in the downtown core that are within 400 of City-owned public parking lots or structures.

No Net Loss Program adjustments - Modifications to the No Net Loss Program to reduce the maximum number of units allowed to be included in the unit bank and replacing a required agreement with a memorandum to memorialize the use of units from the bank by development projects. Additional modifications include the elimination of the minimum development site size, the inclusion of the Form-Based Code zone in the allowable zoning districts where the banked units may be used, and providing proportional reductions of certain development standards to incentive the use of the unit bank.

Vehicle parking and storage - Addition of definitions for vehicle parking and vehicle storage to differentiate between the uses, which will provide clarity and uniformity in application by staff and applicants.

Application timing - Modification to entitlement processing timelines to clarify that entitlement applications that have not been deemed complete within 180 days will be closed/withdrawn.

Accessory and principal use definition - Modification of the definition of accessory and principal land uses to provide an objective proportion as it relates to floor or site area, which will provide clarity and uniformity in application by staff and applicants.

In summary, the proposed amendments will provide for flexibility and streamlining of the City's Zoning and Development Code to facilitate desirable development within the City.

MOTION:
Approve staff's recommendation

ATTACHMENTS:
Attachment No. 1 - Planning Commission Resolution/Exhibit A
Attachment No. 2 - Notice of Exemption
Attachment No. 3 - Public Hearing Notice

RESOLUTION NO. PC 2026 -____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, RECOMMENDING THAT THE FONTANA CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENTS TO MULTIPLE SECTIONS OF THE FONTANA MUNICIPAL CODE, INCLUDING AMENDMENTS TO SEC. 30-12 PERTAINING TO THE DEFINITION OF ACCESSORY USE, PRINCIPAL/PRIMARY USE, VEHICLE AND TRUCK STORAGE AND VEHICLE AND TRUCK PARKING; SEC. 30-21 PERTAINING TO THE EXPIRATION OF ENTITLEMENT APPLICATIONS; SEC. 30-360 PERTAINING TO OUTDOOR DINING IN THE PUBLIC RIGHT-OF-WAY IN THE DOWNTOWN CORE; SEC. 30-371.2 PERTAINING TO PARKING REQUIREMENTS FOR RETAIL, ENTERTAINMENT AND RESTAURANT USES IN THE DOWNTOWN CORE; SEC. 30-390 TO CORRECT SECTION REFERENCES; ARTICLE XV PERTAINING TO PROVISIONS OF THE NO NET LOSS PROGRAMM INCLUDING SECTIONS 30-966 THROUGH 30-969 AND SECTIONS 30-971 AND 30-972, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15061(B)(3), AND SECTION 15378.

WHEREAS, pursuant to Government Code section 37100, the legislative body of a city may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Government Code sections 50022.1 to 50022.10 authorize a city to codify and recodify its ordinances; and

WHEREAS, through Municipal Code Amendment ("MCA") No. 26-0002, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("FMC"); and

WHEREAS, the General Plan includes policies and actions calling for numerous updates to the FMC; and

WHEREAS, Section 30-12. – List of definitions. is amended to modify the definition of primary/principal land use and accessory land use and to add definitions for vehicle and truck storage and vehicle and truck parking; and

WHEREAS, Section 30-21. – Expiration of application. is amended to correct a reference to the Planning Department and Director of Planning and remove the statement that inactivity is required to withdraw entitlement applications that have not been deemed complete within 180 days of submittal; and

WHEREAS, Section 30-360. – Special use regulations. is amended to modify the standards and permit requirements for outdoor dining in the downtown core; and

WHEREAS, Section 30-371.2. Sierra core. is amended to eliminate the parking requirement for retail, entertainment and restaurant uses in the downtown core located within 400 feet of a City-owned parking lot or structure; and

WHEREAS, Section 30-390. Off-street parking and loading standards. is amended correct a section reference; and

WHEREAS, Article XV. No Net Loss Program Sections 30-966 through 30-969 and Sections 30-971 and 30-972 are amended to modify program provisions related to allowable zoning district, minimum lot size, development standard application, unit bank capacity, and the memorialization of the use of the unit bank; and

WHEREAS, the Fontana Planning Commission ("Planning Commission") recommends that the Fontana City Council ("City Council") determine that the amendments are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. Furthermore, Planning Commission recommends that City Council finds that the amendments are nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, on April 21, 2026, the Planning Commission carefully considered all information pertaining to the municipal code amendments, including the staff report, and all the information, evidence, and testimony presented at its public hearing on April 21, 2026; and

WHEREAS, the amendments are consistent with the General Plan, and that the updates are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments will be in conformity with best land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments to the FMC are attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the amendments will not be detrimental to the public health, safety, and general welfare, will not adversely affect the orderly development of property, will better express the City's policies, and will generally promote good land use planning and regulation; 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 hereby recommends that the City Council determine that this ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. Municipal Code Amendment. The Planning Commission hereby makes the following finding for MCA No. 26-0002 in accordance with Section 30-45(b) "Hearing-Planning Commission" development code amendments of the Fontana Zoning and Development Code:

Finding: **The proposal substantially promotes the goals of the City's general plan.**

Finding of Fact: The proposed Municipal Code Amendments will clarify and streamline the City's development requirements and processes while facilitating housing, commercial development and supporting the business community. As such, they promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana and promoting a diversified economy.

Section 4. Recommendation of Approval. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an ordinance approving MCA No. 26-0002 to amend multiple sections of the FMC as indicated in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 5. 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 6. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately

upon its adoption.

Section 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect any 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 21st day of April 2026.
City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 the 21st day of April 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)

Article I. – GENERAL PROVISIONS AND DEFINITIONS

Sec. 30-12. – List of definitions.

Accessory dwelling unit means a residential dwelling unit that provides independent living facilities: including permanent provisions for living, sleeping, eating, cooking, and sanitation, for one or more persons.

(1) An accessory dwelling unit may be located within a legally established primary dwelling or legally established accessory structure. The existing space of a legally established primary dwelling means the space within the building envelope of the dwelling, which includes basements, attics, and garages, accessory structures.

(2) An accessory dwelling unit could also include an efficiency unit, as defined in California Health and Safety Code § 17958.1, and a manufactured home, as defined in California Health and Safety Code § 18007.

Accessory use means a use of land, building, or portion thereof which is subordinate to the principal use of the land or building and located on the same lot with such principal use. Accessory uses occupy a maximum of 35% of the overall floor area or site area (for outdoor land uses), whichever is less.

Acreage, gross means all land within a defined area, including private ownerships and future public rights-of-way, easements, etc.

…

Pre-zoning means the act of designating, in advance of annexation, the district to be applicable to a site upon subsequent annexation of that site to the City of Fontana.

Primary/principal use means a use which acts as the main function of a site as it relates to intensity, square footage, activity and/or traffic generation. Primary/principal uses occupy a minimum of 65% of the overall floor area or site area (for outdoor land uses).

Private club means a building and related facilities owned or operated by a corporation, association, or group of individuals established for the fraternal, social, educational, recreational or cultural enrichment of its members and not primarily for profit,

and whose members meet certain prescribed qualifications for membership and pay dues.

…

Parking structure means a structure used for the parking of vehicles where parking is accommodated on two or more levels.

Parking, vehicle and truck means leaving a vehicle temporarily at/on an off-street facility designed and designated primarily for the parking of empty commercial vehicles, trailers, trucks and buses. Vehicle and truck parking does not include leaving vehicle overnight.

Parks, public means an open space intended for public recreational use which is operated by the City.

…

Statuary, retail sales. See "nursery."

Storage, vehicle and truck means leaving a vehicle at/on an off-street facility designed and designated primarily for leaving vehicles overnight.

Structure means anything constructed or built. An edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

…

Remainder of section to remain unchanged

Sec. 30-21. - Expiration of application.

If the applicant does not provide the information and materials necessary for a pending application to be deemed complete within 180 days after written notification of incompleteness ~~and there has been no activity on the project~~, the application shall expire and be deemed withdrawn. The Director of ~~Community Development~~ Planning may grant one 180-day extension provided the request is made in writing prior to the expiration date. Planning ~~Division~~ Department may refund any unexpended portion of the application fee. After expiration of the application or extension, if granted, a new application, including fees, plans, exhibits, and other materials will be required to commence processing of any project on the same property. The Director shall provide written notice to the applicant and shall also notify the applicant of the opportunity for appeal.

Sec. 30-360. Special use regulations.

…

(c) *Outdoor dining in the public right-of-way.* The purpose of the regulations and standards in this section are to allow increased business and pedestrian traffic, encourage appropriate outdoor dining opportunities within public rights-of-way and to ensure that the space used for outdoor dining within the public right-of-way will service a public purpose. This section does not apply to outdoor dining on private property.

(1) *Location permitted.* Outdoor dining areas within the public right-of-way are permitted on all commercially utilized properties, provided all development standards are met.

(2) *Permits required.* ~~It shall be unlawful for any business to use the public sidewalk and/or public right-of-way for outdoor dining without first obtaining a valid minor use permit and encroachment permit.~~

a. Minor outdoor dining. Outdoor dining projecting no more than four feet from the building façade where the restaurant entry is located and meeting all design and operational standards shall obtain an encroachment permit from the City Engineer.

b. Major outdoor dining. Outdoor dining projecting more than four feet from the building façade where the restaurant entry is located and meeting all design and operational standards shall obtain a minor use permit from the Planning Department and an encroachment permit from the City Engineer.

(3) ~~Establishment of an outdoor dining area shall require site plan review and permit issuance.~~ Any person or business wishing to operate an outdoor dining area shall apply for a permit by submitting the following to the City:

a. The ~~site~~ floorplan for the proposed outdoor dining area shall include the following:

1. Chairs, tables, umbrellas, planters, signs and any other fixtures and furnishings to be included in the outdoor dining operation.

2. The applicants primary eating establishment or food court and the proposed circulation to and from the outdoor dining area, as well as pedestrian circulation at the perimeter of the outdoor dining area.

3. The public sidewalk or public right-of-way to be occupied with dimensions of the entire sidewalk or right-of-way and the clearance proposed for pedestrian access.

4. ~~Names of and m~~Main entrances to the businesses immediately adjacent to the applicant's eating establishment.

b. Specifications and photographs of all proposed chairs, tables, umbrellas, signs, railings railing connections to the public sidewalk or right-of-way and the adjacent building, or other furnishing.

(4) *Design standards for outdoor dining area.*

a. The outdoor dining area shall be designed to facilitate sit-down dining activity through the utilization of chairs and tables. It shall also be compact and shall be clearly delineated to promote a visual relationship between the dining area and the surrounding pedestrian areas.
    1. Minor outdoor dining areas shall not project further than four feet from the building façade.

b. Sidewalk clearance. Outdoor dining is permitted only where the sidewalk is wide enough to adequately accommodate both the usual~~ly~~ pedestrian traffic in the area and the operation of the proposed activity. A clear, continuous pedestrian path not less than five (5) feet in width shall be required for unimpeded pedestrian circulation outside of the outdoor dining area. The minimum width of said pedestrian path may be increased by the City Engineer in areas requiring public utility access. Pedestrian path means a continuous, obstruction-free sidewalk area between the outside boundary of the dining area and any obstruction including, but not limited to, parking meters, street trees, landscaping, streetlights, bus benches, public art, and curb lines.

c. Restaurant entry clearance. No outdoor dining area shall be located to block access either to or from a building. A minimum unobstructed clearance which extends two feet to either side of both door jambs shall be maintained.

d. Corner locations. Where an outdoor dining area is located on a corner, the outdoor dining area shall not be permitted within three feet of the corner of the building, along both frontages. Where an outdoor dining area is located adjacent to a driveway or an alley, the outdoor dining area shall not be permitted within five feet of the driveway or alley. These requirements may be modified at the discretion of the City Engineer or Director of Planning in locations where the sidewalk adjacent to the proposed outdoor dining area is wider than usual, where the perimeter of the building has an unusual configuration, or where public safety is at risk.

e. Floor level. The floor of the outdoor dining area shall be at the same level as the sidewalk, and no alterations to the sidewalk or coverings on the sidewalk shall be permitted, unless expressly approved by the City Engineer.

f. ~~The permittee shall not expand its outdoor dining area onto the sidewalk frontage of an adjacent business.~~ Music Restricted. Musical instruments or sound reproduction systems are not permitted in outdoor dining areas.

g. Adjacent business restriction. An outdoor dining area may be located directly adjacent to another outdoor dining area. No separation between outdoor dining areas shall apply. No permittee shall expand their outdoor dining area onto the sidewalk frontage of an adjacent business.

h. Parking area restriction. In no case shall an outdoor dining area be located directly to parking, unless separated by a landscape barrier at least four feet deep and three feet high.

i. The design and appearance of all proposed improvements or furniture, including, but not limited to, tables, chairs, benches, umbrellas, and planters, to be placed in the sidewalk dining area shall present a coordinated and concerted theme and shall be compatible with the appearance and design of the principal building.

j. A perimeter barrier shall be provided for the outdoor dining area. However, no barrier shall be required if the applicant proposes to limit the outdoor dining area to one row of tables and chairs abutting the wall of the establishment and if no alcohol will be served outside.

k. All barriers shall complement the building façade as well as any street furniture and shall be between 24 inches and 36 inches in height.

l. Barriers shall be removable. Barriers need not be removed each evening or night, but shall be capable of being removed, if needed, using recessed sleeves and posts, or by wheels that can be locked into place.

m. Barriers shall be able to withstand inclement weather and 100 pounds of horizontal force at the top of the barriers when in their fixed positions.

n. Objects placed on the sidewalk shall not interfere with or obstruct line-of-sight and shall maintain a clear sight triangle.

o. Any umbrellas, heater, or similar feature used in an outdoor dining area shall be safely secured. All heaters shall be in compliance with applicable fire code.

p. Outdoor lighting fixtures shall complement the style of the site. Lighting fixtures shall not create glare to pedestrians on the adjacent right-of-way and shall illuminate only the outdoor dining area. Outdoor lighting may be installed on the façade of the building or in the dining area in front of the façade.

q. Signage advertising alcohol products on umbrellas shall be prohibited.

(5) *Parking.* Space used for outdoor dining in the public right-of-way shall not be added to the gross square footage of the food service establishment when calculating parking requirements.

(6) *Standards of operation.*

a. The management of the eating establishment shall be responsible for operating the outdoor dining area and shall not delegate or assign the responsibility.

b. Hours of operation for the outdoor dining areas are to coincide with those of the associated indoor restaurant. When the establishment ceases serving food for the day, further seating in the outdoor dining area shall be prohibited and the outdoor dining area shall close when the patrons already seated in it leave.

c. The operator shall not permit the following outside of the building: food preparation, utensils, glasses, napkins, and condiments on unoccupied tables, busing service stations, or trash and garbage storage. All exterior surfaces within the outdoor dining area shall be easily cleaned and shall be kept clean at all times by the permittee.

d. The permittee shall maintain the outdoor dining area and the adjoining street, curb, gutter, and sidewalk in a neat, clean, and orderly condition at all times. This shall include all tables, chairs, benches, displays, or other appurtenances placed in the public right-of-way. Provisions shall be made for trash receptacles to service the sidewalk dining area. The operator shall remove the debris to a closed receptacle. No debris shall be swept, washed, or blown into the sidewalk, gutter or street.

e. Awnings and umbrellas shall be kept clean and in good condition at all times. Umbrellas shall not advertise alcohol products.

f. Musical instruments or sound reproduction systems are permitted in outdoor dining areas but shall be maintained at sufficiently low volumes so as not to adversely affect the neighboring businesses, residents, or users of the public right-of-way beyond the outdoor dining area, or in violation of the City of Fontana Noise Ordinance.

g. Fixtures and equipment approved by the City pursuant to an outdoor dining area permit may remain in and on the sidewalk during such time that an outdoor dining permit is in effect.

h. Upon revocation or termination of an outdoor dining permit, all fixtures and equipment shall immediately be removed from the sidewalk, and the sidewalk returned to its original condition.

i. ~~No bar serving alcohol shall be allowed in the outside dining area.~~ Alcohol service.

1. Minor outdoor dining. No alcohol shall be allowed in the outdoor dining area.

2. Major outdoor dining. Alcohol may be served in the outdoor dining area provided the area is enclosed and meets all other standards of the California Alcohol Beverage Control.

(7) *Special closures.* The City of Fontana shall have the right and power, acting through the City Manager or his/her designee, to prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems or conflicts in the use of the sidewalk or right-of-way area. Such problems or conflicts may arise from, but are not limited, festivals, parades, marches and similar events, repairs and widening of the streets or sidewalks, or emergencies occurring in the area. To the extent possible, the permittee shall be given prior notice of any time period during which the operation of the outdoor dining area or the outdoor dining area shall be prohibited by the City.

…

Remainder of section to remain unchanged.

Sec. 30-371.2. Sierra core.

The Sierra core is the commercial core of Fontana and functions as the city center. Uses include a mixture of commercial, retail, entertainment, office, and residential.

Building placement shall be close to the streets and integrated within the pedestrian realm. Architectural features should provide shade and variation in building design.

…

Parking

	Required Spaces
Residential	1.25 per unit
Nonresidential Uses Under 6,000 Square Feet	No parking required
Nonresidential Uses Over 6,000 Square Feet	50% of the requirements in the Zoning Code (30-685.A)
Retail, Entertainment and Restaurant Uses ~~Over 6,000 Square Feet~~ Within 400 Feet of City-Owned Public Parking Lot or Structure	No parking required

…

All other portions of the section to remain unchanged.

Sec. 30-390. Off-street parking and loading standards.

(a) *Off-street parking standards.*

(1) Off-street parking requirements shall be set forth in Division ~~5~~ 4, which outlines the development standards by zoning district.

(2) Off-street parking dimensions shall be as set forth in Table 30-390.A.—Off-Street Parking Dimensions below. Any type of stall not listed shall refer to Section 30-606 of the Zoning and Development Code.

Table 30-390.A.—Off-Street Parking Dimensions

Type of Stall	Minimum Size (feet)
Standard	9 × 18
Garage/Carport	10 × 20
Parallel	8 × 21
Compact	8 × 16
Tandem	9 × 35
30°	9 × 17
45°	9 × 18
60°	9 × 21

The remainder of the section to remain unchanged.

ARTICLE XV. NO NET LOSS PROGRAM

Sec. 30-965. Purpose and authority.

The City desires to ensure its compliance with Senate Bill 330 (SB330) and establish a no Net Loss Density Bonus Program for certain residential projects. this chapter provides, concurrent with the approval of any change in zone from a residential use to a less intensive or non-residential use, a density bonus will become available to project applicants subsequently seeking to develop property for residential use within the City. In doing so, the proposed Section will ensure that there is no net loss of residential capacity within the City as required by SB330.

On October 9, 2019, the California Legislature adopted SB330 which, among other things, adopted Government Code § 66300, declared a housing crisis in the State of California and imposed certain requirements designed to streamline the construction of new housing, and prevent the loss of existing housing and land available for future residential use, unless the City concurrently changes the development standards, policies, and conditions applicable to other areas of the affected jurisdiction to ensure no net loss in residential capacity. SB330 became effective on January 1, 2020.

Sec. 30-966. Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this chapter shall have the following meanings:

Density Bonus. A density increase of up to those percentages above the otherwise maximum residential density as specified in this chapter.

~~*Density Bonus/Transfer Agreement.* A legally binding agreement between a developer of a Housing Development and the City containing such terms and conditions as determined by the City Attorney, which ensures that the requirements of this chapter are satisfied.~~

Density Bonus Units. Those residential units granted pursuant to the provisions of this chapter, that exceed the maximum residential density for the development site and that are available in the Unit Bank.

Director of Planning. The Director of Planning of the City of Fontana.

Housing Development. Construction projects consisting of five or more residential units or Lots, including single-family and multifamily, that are proposed to be constructed pursuant to this chapter.

Lot. (1) a Lot when shown as a delineated Lot of land with a number or other designation on a parcel map or tract map and not to be used for the common benefit of other Lots recorded in the Office of the County Recorder of San Bernardino County and legally created under the Subdivision Map Act ; (2) a Lot of land held under separate ownership from adjacent property that constitutes a legal lot under applicable Law.

Maximum Residential Density. The maximum number of residential units permitted by the City's General Plan Land Use Element and Zoning and Development Code, applicable to the subject property at the time an application for the construction of a Housing Development is deemed complete by the City, excluding the additional units permitted by this chapter.

Unit Bank. The number of units available to the No Net Loss Program as a result of a change of zone from a residential use to a less intensive residential use or a non-residential use. The Director of Planning, or his or her designee, shall have the sole authority to administer and maintain the Unit Bank balances, credits and availability as he or she determines, which determination shall be final.

Sec. 30-967. Requirements.

The City shall grant a density bonus through the No Net Loss Program to projects which meet the following criteria:

~~(1) The project is on a parcel of at least one acre, or the applicant is processing an application concurrently with a parcel merger of two or more Lots or more which will create a Lot of not less than one-acre.~~

~~(2)~~(1) The project takes place in one of the following residential zones in the City:

a. Residential Estate (R-E).

b. Single-Family Residential (R-1).

c. Medium-Density Residential (R-2).

d. High-Density Residential (R-3).

e. Multi-Family Medium-High Residential (R-4).

f. Multi-Family/High Residential (R-5).

g. Residential Planned Community (R-PC).

h. Form-Based Code (FBC).

~~(3)~~(2) In determining the number of Density Bonus Units to be granted transferred) pursuant to this section, the maximum allowable residential density for the site shall be calculated as follows:

a. Multiplying the maximum density allowed under the applicable zoning designation and multiplying the result by 1.2 for a 20 percent density bonus. If the result, including the density bonus, contains a fraction of a unit, the number of allowable units shall be determined by rounding down to the nearest whole number if the fraction is below 0.5. Calculations containing fractions of 0.5 or above shall be rounded up.

b. Density bonuses in the No Net Loss Program can be combined with other density bonus programs as established in Article II, Division 25 - Density Bonus of the Fontana Municipal Code.

1. In no case shall the number of No Net Loss/Density Bonus Units awarded under the No Net Loss Program exceed the number of units in the Unit Bank.

2. In no case shall the number of No Net Loss/Density Bonus Units available in the Unit Bank exceed ~~2,200~~ 1,600 units.

~~(4)~~(3) A Density Bonus/Transfer Agreement shall be required for any project seeking a density bonus as part of the No Net Loss Density Bonus Program.

~~(5)~~(4) The Planning Department shall publish the available number of units available in the Unit Bank on the Planning Department's page on the City's website. The number of units available is expected to change periodically and,

as such, any information contained on the City's website, or any other published source shall be considered draft for informational purposes only. Confirmation of the number of units available shall be made upon submittal of a development application, including the payment of appropriate fees.

Sec. 30-968. Types of bonuses allowed.

(a) Density Bonus. The density bonus allowed by this chapter shall consist of those density increases specified in Section 30-967 above the maximum residential density applicable to the site as of the date of the project land use permit application.

(b) Mixed use zoning allows the Housing Development to include nonresidential uses. Approval of mixed-use activities in conjunction with the No Net Loss program is permissible if authorized elsewhere under the Fontana Municipal Code and subject to those requirements. A density bonus will be granted only for the residential portion of a mixed use development.

Sec. 30-969. Development standards.

~~All development standards for the base zone and/or overlay district shall be met. Granting of a density bonus does not constitute approval of or grounds for modification or waiver of any development standard or other requirement of the Fontana Municipal Code.~~

A proportional adjustment (up to 20%) shall be allowed for the following development standards: building setbacks, minimum lot area and dimensions, and lot coverage.

Sec. 30-970. Processing of no net loss program requests.

An Application which proposes to change a land use designation or zoning ordinance to a less intensive use may request concurrent approval by the City Council to transfer the unit reduction to a No Net Loss Density Bonus Bank for the purpose of complying with SB330.

An Application which proposes to utilize units available in the No Net Loss Density Bonus Bank shall submit a density bonus transfer application in conjunction with the permit and entitlement application submittal package required for the project. A density bonus transfer application pursuant to this chapter shall be processed along with the application for development. The process for obtaining preliminary approval of the Density Bonus Transfer Agreement, shall be as follows:

(1) Filing. An applicant proposing a Housing Development pursuant to this chapter shall submit a concurrent application for a Density Bonus Transfer Agreement as part of the submittal of any formal request for approval of a Housing Development. The application, whether a pre-application or a formal application, shall include:

(2) A general description of the proposed project, general plan description, applicable zoning, maximum possible density permitted under the current zoning and general plan description and such other information as is necessary.

(3) A calculation of the density bonus allowed pursuant to this division.

(4) A statement detailing the number of density bonus units being proposed over and above the number of units normally permitted by the applicable zoning and general plan description.

(5) City review of and action on the applicant's proposal for a density bonus shall occur concurrently with the processing of any other required entitlements, if any. The fact that another required entitlement might be subject to discretionary approval does not subject the application for a density bonus/transfer under this section to discretionary approval; they will merely be processed at the same time.

Sec. 30-971. No net loss program density bonus ~~agreement~~ memorandum.

(a) The terms of the ~~draft~~ density bonus/transfer ~~agreement (Agreement)~~ shall be ~~reviewed and revised~~ documented ~~as appropriate~~ in a project memorandum requested by the applicant and issued by the Director of Planning ~~and the City Attorney for final approval~~. ~~(b)At a minimum, t~~The ~~Agreement~~ memorandum shall include ~~the following:(1) T~~the total number of units, both permitted and available through the density bonus/transfer, proposed within the Housing Development.~~;~~

~~(2) A schedule for completion and occupancy of the units; and~~

~~(3) A description of remedies for breach of the Agreement by either party.~~

(b) A project that qualifies for a unit bank density bonus and complies with all other objective development standards inclusive of those standards modified by the No Net Loss program shall have its unit bank request processed ministerially by the City within 30 days of the City's receipt of written correspondence indicating that the project seeks a unit bank density bonus.

Sec. 30-972. Implementation.

(a) The provisions of this chapter shall be administered by the Planning Department.

(b) Projects requesting density bonus/transfer through this No Net Loss Program are subject to processing through the requirements in this chapter.

(c) A project that qualifies and uses a unit bank density bonus and complies with all other objective development standards shall be considered consistent with local objective development standards for the purpose of any applicable state law.

NOTICE OF EXEMPTION

TO: ☒	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6568
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 26-0011, Municipal Code Amendment No. 26-0002**
2. Project Applicant (include address, telephone number and email address):	**City of Fontana, Planning Department, 8353 Sierra Avenue, Fontana, CA 92335, Cecily Session-Goins, Associate Planner, (909) 350-6723, csgoins@fontanaca.gov**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**Citywide, City of Fontana, County of San Bernardino**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is Municipal Code Amendment No. 26-0002 - Fontana Municipal Code amendments to Chapter 30 to modify standards for outdoor dining, and parking standards in the downtown core, make adjustments to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses**

6. Name of Public Agency approving project:	**City of Fontana**
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**City of Fontana** **8353 Sierra Avenue** **Fontana, CA 92335** **(909) 350-6718**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☐ Categorical Exemption. State type and section number:	
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☒ Other. Explanation:	This Ordinance is not a project pursuant to Section 15060(c), 15061(B)(3) (the common-sense exemption) and 15378 of the State of California Environmental Quality Act Guidelines, because it does not have potential for resulting in physical change in the environment, directly or indirectly. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
9. Reason why project was exempt:	**This project is a citywide amendment to Chapter 30 of the Fontana Municipal Code to modify standards for outdoor dining, and parking standards in the downtown core, make adjustments to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses**

10. Lead Agency Contact Person: Telephone:	**Cecily Session-Goins, Associate Planner** 909-350-6723
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: April 21, 2026	

Date:

_____
Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

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 (MCN) NO. 26-0011 and MUNICIPAL CODE AMENDMENT (MCA) NO. 26-0002

Amendments to Chapter 30 of the Fontana Municipal Code to modify standards for outdoor dining, and parking standards in the downtown core, make adjustments to the No Net Loss program, add definitions to differentiate vehicle parking from storage, clarify timing of entitlement applications, and modify the definition of accessory land uses.

Environmental Determination: The proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22 and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the ordinance is covered by the rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and also by the common sense exemption which provides that, where it can be determined with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Location of Property: Citywide

Date of Hearing: April 21, 2026

Place of Hearing: Steelworkers Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 pm

Should you have any questions concerning this project, please contact Cecily Session-Goins, Associate Planner, at (909) 350-6723 or by email at csgoins@fontanaca.gov

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

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: April 10, 2026

AVISO DE AUDIENCIA PUBLICA

FONTANA
CALIFORNIA

En cumplimiento con la Seccion No. 202 de la Acta de Americanos con Discapacidades de 1990 (42 USC Sec. 12132) y las reglas y regulaciones federales adoptadas en la implementacion de esta, la agenda de esta audiencia estara disponible en formatos alternativos apropiados para las personas con una discapacidad. Si necesita asistencia especial para participar en esta audiencia, comuníquese con el Departamento de la Secretaria Municipal llamando al (909) 350 -7602. La notificacion debera realizarse 48 horas antes de la audiencia para permitir que la Ciudad haga arreglos razonables para garantizar la accesibilidad a esta audiencia.

SE HA PROGRAMADO UNA AUDIENCIA PUBLICA ANTE LA COMISION DE PLANIFICACION DE LA CIUDAD DE FONTANA PARA LO SIGUIENTE:

MCN No. 26-0011 y MCA No. 26-0002

Enmiendas al Capítulo 30 del Código Municipal de Fontana para modificar los estándares de comedores al aire libre y los estándares de estacionamiento en el núcleo del centro de la ciudad (downtown core), realizar ajustes al programa de No Pérdida Neta (No Net Loss), agregar definiciones para diferenciar el estacionamiento de vehículos del almacenamiento de estos, aclarar los plazos de las solicitudes de concesión de derechos (entitlements) y modificar la definición de usos de suelo accesorios.

Determinacion Ambiental: La ordenanza propuesta está categóricamente exenta de la Ley de Calidad Ambiental de California (“CEQA”) de conformidad con las Secciones 15060(c), 15378 y 15061(B)(3) de las Normas de CEQA (la exención de sentido común), y las Secciones No. 3.01, 3.22 y 10.59 de las Normas Locales de 2019 para la Implementación de CEQA, dado que la ordenanza está cubierta por la regla de que CEQA se aplica únicamente a proyectos que tienen el potencial de causar un efecto significativo en el medio ambiente, y también por la exención de sentido común que establece que, cuando se puede determinar con certeza que no existe posibilidad de que la actividad en cuestión pueda tener un efecto significativo en el medio ambiente, dicha actividad no está sujeta a CEQA.

Ubicacion de la Propiedad: En toda la ciudad

Fecha de Audiencia: 21 de abril de 2026

Lugar de Audiencia: Steelworkers’ Auditorio, 8437 Sierra Avenue, Fontana, CA 92335

Hora de Audiencia: 6:00 p.m.

Si tiene alguna pregunta sobre este proyecto, comuníquese al (909) 350-6728 o por correo electrónico a planning@fontanaca.gov.

Cualquier persona o grupo interesado en aportar informacion lo puede hacer mediante a una carta o correo electronico dirigido a La Comision de Planificacion. La solicitud y la documentación Ambiental está disponible para inspección en las Oficinas de Ayuntamiento de la Ciudad de Fontana.

Si usted contradice ante el tribunal cualquier acción tomada con respecto a un tema de la Audiencia Publica, usted puede estar limitado a plantear solamente aquellas cuestiones que usted o alguien más planteo en la Audiencia Publica mencionada en este aviso o por correspondencia escrita a la Ciudad de Fontana antes de la fecha de la Audiencia establecida en este aviso.

File #: 26-0937
Agenda #: PH-D

Agenda Date: 4/21/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 23-0100: Development Agreement No. 23-0085R1 and Development Agreement No. 23-0085R2 - a request to amend and restate the previously approved Development Agreement (DA) for the Citrus/Oleander Industrial Commerce Center Project to allocate the provision of public benefit fees among properties in a manner consistent with Planning Commission Resolution No. PC 2025-040.

RECOMMENDATION:
Based on information on the staff report staff recommend that the Planning Commission adopt Resolution No. PC 2026 -___, and forward a recommendation to the City Council to:

1. Determine that the recommended development agreement modifications are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

2. Determine that the development agreement modifications together with the underlying project were adequately analyzed in the previously certified Citrus and Oleander Avenue at Santa Ana Avenue Project Environmental Impact Report (EIR) (State Clearinghouse No. 2022110389) and its subsequent Addendum, and pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR is required because there are no substantial changes in the project or its circumstances, and no new information of substantial importance has been identified that would result in any new or more severe significant environmental impacts; and

3. Adopt an Ordinance approving Amended and Restated Development Agreement No. 23-0085R1, as to Assessor's Parcel Number 0255-021-17 (Acacia DA Amendment); and

4. Adopt an Ordinance approving Amended and Restated Development Agreement No. 23-0085R2, as to Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 through 0255-011-32 (North Palisades DA Amendment).

APPLICANT:
Acacia Real Estate Group, Inc.

David B Pittman
260 Newport Center Drive, Suite No. 100
Newport Beach, CA 92660

North Palisade Partners, LLC
Brian Wong
303 N. Glenoaks Boulevard, Suite 340
Burbank, CA 91502

LOCATION:
The subject property includes Assessor's Parcel Number 0255-021-17 (Acacia Property), which is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, and Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 (North Palisades Property) which is located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue

REQUEST:
Development Agreement No. 23-0085R1 - a request to amend and restate the previously approved Development Agreement 23-0085 to modify public benefit obligations applicable to the Acacia Property and make associated revisions.

Development Agreement No. 23-0085R2 - a request to amend and restate the previously approved Development Agreement 23-0085 to modify public benefit obligations applicable to the North Palisades Property and make associated revisions.

PROJECT PLANNER:
DiTanyon Johnson, Planning Manager

BACKGROUND INFORMATION:
In late 2023, the City of Fontana granted entitlements for the Citrus/Oleander Industrial Commerce Center Project through its approvals of a General Plan Amendment (22-004), Zone Change (22-005), Specific Plan Amendment (22-002), Tentative Parcel Maps (TPMs 22-009, -030, and -031), and Design Reviews (22-029, -061, and -062). Concurrent with those approvals, the City Council approved Ordinance No. 1935 which authorized the City to enter into Development Agreement No. 23-085 (DA) with Acacia Real Estate Group, Inc. (Acacia). The DA gave Acacia vested rights to develop the Citrus/Oleander Industrial Commerce Center Project consistent with the entitlements, and in exchange obliged Acacia to provide specified public benefit fees to the City.

In October 2025, the Planning Commission considered and approved Design Review 22-062-R2, to reduce the size of one of the industrial commerce center buildings (originally approved in Design Review 22-062) from 193,462 square feet to approximately 83,632 square feet, and to reduce the size of that property from 8.7 acres to 4.6 acres. Resolution No 2025-040 approving Design Review 22-062-R2 requires two separate amendments to the DA - one for the Acacia Property and one for the North Palisades Property - to accomplish the following:

1. Require the cumulative payment of public benefit fees of not less than $4,300,000 - half due at

building permit and half due a certificate of occupancy - with the Acacia Property responsible for $881,678 and the North Palisades Property responsible for $3,418,322.

2. Update the vested entitlements under the Acacia DA Amendment to include Design Review 22 -062-R2.
3. Require the parties executing the DA amendments to warrant and represent that they are the legal or equitable owners of the property.
4. Require that the DA amendments be recorded in the Office of the San Bernardino County recorder within thirty days after City Council approval.
5. Prohibit either DA amendment from taking effect unless both DA amendments take effect.
6. Rescind the 22-062-R2 design review approval if both DA amendments are not timely recorded.

This agenda item implements that direction.

PROJECT DESCRIPTION:

The items currently before the Commission are the Acacia DA Amendment and the North Palisades DA Amendment. Land use approvals and entitlements for the underlying properties have been granted through prior Planning Commission and City Council actions.

ANALYSIS:

Development Agreements are voluntary, negotiated contracts between cities and property developers. They vest development rights by freezing existing land-use regulations, ensuring the project can proceed under rules in place at approval. In exchange for vested rights, property developers often provide public benefits through the payment of fees or the provision of public improvements.

When the City and Acacia entered into the DA in December 2023, the Citrus/Oleander Industrial Commerce Center Project was envisioned as a single coordinated development effort lead by a single developer. But circumstances changed, and it is now more likely that the project will proceed through multiple ownership groups. To accommodate this change while preserving most of the DA benefits, the City authorized and directed amendments to the DA as specified above.

The following table outlines where each of the revisions directed in Planning Commission Resolution 2025-040 is implemented in the DA amendments.

	Modification	Acacia DA Amendment	North Palisades DA Amendment
1.	Allocation of Public Benefit Fees	§ 4.3 - Total of $881,678	§ 4.3 - Total of $3,418,322
2.	Update to Vested Entitlements	§ 1.1.15 - Vested entitlements includes all approvals as of “Effective Date	N/A

3.	Legal / Equitable Ownership Representation	§ 2.2 - Acacia Real Estate Group, Inc. represents it is legal or equitable owner of the property.	§ 2.2 - NP Santa Ana LLC represents it is legal or equitable owner of the property.
4.	Recordation Required*	§ 10.1 (both amendments) - Will be recorded 10 days after entering into agreement.	
5.	Neither amendment is effective unless both amendments are effective	§ 1.1.13 (both amendments) - “Effective Date” requires execution of amendments by fee owners of Acacia Property and North Palisades Property; and must be within 120 days after entitlements for North Palisades Property are final and non-appealable	
6.	Recission of Design Review 22-062-R2 if DA amendments are not executed	§ 3.1 (both amendments) - if either DA amendment is not timely execute, all project entitlements are rescinded	

* Planning Commission Resolution 2025-040 indicates that the DA amendments should be recorded within 30 days of Council approval. However, because the approval of the DA will precede the close of escrow on the properties, the actual execution and recordation cannot occur within that 30 day window.

In addition to the revisions mandated by Planning Commission Resolution 2025-040, City staff and the developer parties negotiated three additional items of note. First, Acacia agreed that if the North Palisades development is delayed, it will advance a portion of the public benefit fee owed by North Palisades. To that end, Section 4.4 of the Acacia DA Amendment requires that if the City has not issued a building permit for the North Palisades Property prior to the issuance of a final Certificate of Occupancy on the Acacia Property, Acacia will advance $618,322 to the City. The City would refund that same amount to Acacia when the North Palisades public benefit fee payment comes due.

Second, the parties recognized that Assessor’s Parcel Numbers 0255-021-18, and 0255-021-22 thru 0255-021-024 are included in the original DA, but are not covered by either the Acacia DA Amendment or the North Palisades DA Amendment. The original DA, including its public benefit fee structure and obligations, will remain applicable to those properties.

Third, the DA amendments confirm that if the Acacia DA Amendment and the North Palisades DA Amendment do not take effect, the original DA, including its public benefit fee obligations, will remain valid and enforceable.

Together, the proposed Acacia DA Amendment and the proposed North Palisades DA Amendment implement the direction provided in Planning Commission Resolution No. 2025-040.

MOTION:
Approve staff’s recommendation.

ATTACHMENTS:
Attachment No. 1 - Vicinity Map - Acacia
Attachment No. 2 - Vicinity Map - North Palisades

Attachment No. 3 - Acacia/ North Palisades Planning Commission Resolution
Attachment No. 4 - Development Agreement (AGR) 23-0085R1 for Acacia
Attachment No. 5 - Development Agreement (AGR) 23-0085R2 for North Palisades
Attachment No. 6 - Public Hearing Notice (AGR) 23-0085R1 for Acacia
Attachment No. 7 - Public Hearing Notice (AGR) 23-0085R2 for North Palisades

CITY OF FONTANA PLANNING DEPARTMENT



VICINITY MAP

DATE: April 21, 2026

CASE: Master Case No. 23-0100
Development Agreement (AGR)
No. 23-0085-R1
Acacia

CITY OF FONTANA PLANNING DEPARTMENT



N

VICINITY MAP

DATE: April 21, 2026

CASE: Master Case No. 23-0100
Development Agreement (AGR)
No. 25-0003-R2
North Palisades

ATTACHMENT NO. 2

RESOLUTION NO. PC 2026 -_____

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 23-0085R1, AS TO ASSESSOR'S PARCEL NUMBER 0255-021-17 AND ADOPT AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 23-0085R2, AS TO ASSESSOR'S PARCEL NUMBERS 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 AND 0255-011-25 THRU 0255-011-32.

WHEREAS, the City of Fontana granted entitlements for the Citrus/Oleander Industrial Commerce Center Project through its approvals of a General Plan Amendment (22-004), Zone Change (22-005), Specific Plan Amendment (22-002), Tentative Parcel Maps (TPMs 22-009, -030, and -031), and Design Reviews (22-029, -061, and -062) (collectively, Citrus Oleander Entitlements); and

WHEREAS, concurrent with the Citrus Oleander Entitlements, the City Council OF the City of Fontana approved Ordinance No. 1935 which authorized the City to enter into Development Agreement No. 23-085 (DA) with Acacia Real Estate Group, Inc. (Acacia); and

WHEREAS, the DA gave Acacia vested rights to develop the Citrus/Oleander Industrial Commerce Center Project consistent with the Citrus Oleander Entitlements, and in exchange obliged Acacia to provide specified public benefit fees to the City; and

WHEREAS, on October 2025, the Fontana Planning Commission considered and approved Design Review 22-062-R2, to reduce the size of one of the industrial commerce center buildings (originally approved in Design Review 22-062) from 193,462 square feet to approximately 83,632 square feet, and to reduce the size of that property from 8.7 acres to 4.6 acres; and

WHEREAS, Resolution No 25-040 approving Design Review 22-062-R2 requires two separate amendments to the DA – one for Assessor's Parcel Number 0255-021-17 (Acacia Property) and one for the Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 (North Palisades Property) – to accomplish the following: (1) require the cumulative payment of public benefit fees of not less than $4,300,000 – half due at building permit and half due a certificate of occupancy – with the Acacia Property responsible for $881,678 and the North Palisades Property responsible for $3,418,322; (2) update the vested entitlements under the DA amendment for the Acacia Property to include Design Review 22-062-R2; (3) require the parties executing the DA amendments to warrant and represent that they are the legal or equitable owners of the property; (4) require that the DA amendments be recorded in the Office of the San Bernardino County recorder within thirty days after City Council approval; (5) prohibit either DA amendment from taking effect unless both DA

amendments take effect; and (6) rescind the 22-062-R2 design review approval if both of the DA amendments are not timely recorded; and

WHEREAS, consistent with Planning Commission direction, City staff together with representatives of the future owners of the Acacia Property and North Palisades Property have negotiated and prepared DA amendments that accomplish the intent and direction provided in Planning Commission Resolution No. 25-040.

WHEREAS, the recommended development agreement modifications are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, the development agreement modifications together with the underlying project were adequately analyzed in the previously certified Citrus and Oleander Avenue at Santa Ana Avenue Project Environmental Impact Report (EIR) (State Clearinghouse No. 2022110389) and its subsequent Addendum, and pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR is required because there are no substantial changes in the project or its circumstances, and no new information of substantial importance has been identified that would result in any new or more severe significant environmental impacts; and

WHEREAS, on April 6, 2026, notice of the April 21, 2026, Planning Commission public hearing for the DA amendment for the Acacia Property was published in the *Sun Newspaper* and was posted at designated City bulletin boards; and

WHEREAS, on April 6, 2026, notice of the April 21, 2026, Planning Commission public hearing for the DA amendment for the North Palisades Property was published in the *Sun Newspaper* and was posted at designated City bulletin boards; and

WHEREAS, the Commission carefully considered all information pertaining to the proposed DA amendments, including the staff report, findings, and all the information, evidence, and testimony presented at its public hearing on April 20, 2063, and,

WHEREAS, all other legal prerequisites tot eh adoption of this resolution have occurred.

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

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

Section 2. Compliance with the California Environmental Quality Act. The Planning Commission has reviewed and considered the DA amendments and recommends that the City Council find and determine that development agreement amendments are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

Section 3. Additional Basis for Compliance with the California Environmental Quality Act. Based on the substantial evidence set forth in the record, including but not limited to, the Citrus and Oleander Avenue at Santa Ana Avenue Project EIR and the subsequent Addendum thereto, and all related information presented to the Planning Commission, the Commission recommends that the City Council find pursuant to State CEQA sections 15162 and 15164 and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA that the preparation of a subsequent or supplemental EIR is not required for the proposed Projects because the Project:

A. Will not result in substantial changes that would require major revisions of the Citrus and Oleander Avenue at Santa Ana Avenue Project EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

B. Will not result in substantial changes with respect to the circumstances under which the project is developed that would require major revisions of the Citrus and Oleander Avenue at Santa Ana Avenue Project EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

C. Does not present new information of substantial importance that was not known and could not have known with the exercise of reasonable diligence at the time the Citrus and Oleander Avenue at Santa Ana Avenue Project EIR documents were certified showing any of the following:

    (i) The Modified Project would have one or more significant effects not discussed in the EIR;

    (ii) That significant effects previously examined would be substantially more severe than shown in the EIR;

    (iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or

more significant effects, but the lead agency declined to adopt such measures; and

(iv) That mitigation measures or alternatives are considerably different from those analyzed would substantially reduce one or more significant effects on the environment, but which the leady agency declined to adopt

Section 4. Recommendations. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an ordinance approving Development Agreement No. 23-0085R1, as to Assessor's Parcel Number 0255-021-17 in the form attached hereto as "**Exhibit A**," and adopt an ordinance approving Development Agreement No. 23-0085R2, as to Assessor's Parcel Numbers 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 in the form attached hereto as "**Exhibit B**,"

Section 8. 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.

Section 9. Certification. The Secretary of the Planning Commission shall certify the adoption of this Resolution.

Section 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 11. Severability. If any provision of this Resolution or the application of any such 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.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California at a regular meeting held on the 21st day of April 2026.

City of Fontana

_____
Joseph Armendarez, Chairperson

ATTEST:

I, Torrie Lozano, 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 the 21st day of April 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

Recorded at request of:)
Clerk, City Council)
City of Fontana)
)
When recorded return to:)
City of Fontana)
8353 Sierra Avenue)
Fontana, CA 92335)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT 23-0085R1

FIRST AMENDMENT TO AND RESTATEMENT OF DEVELOPMENT AGREEMENT NO. 23-085, APPLICABLE TO THE ACACIA PROPERTY

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF FONTANA
a California Municipal Corporation

and

ACACIA REAL ESTATE GROUP, INC.,

ATTACHMENT NO. 4

DEVELOPMENT AGREEMENT NO. 23-0085R1

This First Amendment to and Restatement of Development Agreement 23-085, Applicable to the Acacia Property (hereinafter "**Amended and Restated Agreement**") is entered into effective on _____ (hereinafter the "**Effective Date**") by and among the City of Fontana, a California municipal corporation (hereinafter, "**CITY**"), and Acacia Real Estate Group, Inc. (hereinafter, "**OWNER**"):

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 filed an application for, and the City Council of the City of Fontana ("**City Council**"), approved, three design reviews (DRP No. 22-029R1, DRP No. 22-062R1, and DRP No. 22-061R1); three tentative parcel maps (TPM No. 22-009R1, TPM No. 22-030R1, and TPM No. 22-031R1), a general plan amendment (GPA No. 23-004), a zone code amendment (ZCA No. 23-006), a specific plan amendment (SPA No. 23-004), and a development agreement (collectively, MCN No. 23-100) (hereinafter the "**Project**") for that certain real property located north of Santa Ana Avenue, east of Citrus Avenue, and west of Cypress Avenue, identified as Assessor's Parcel Numbers ("**APN(s)**") 0255-021-17, -18, -22 thru -24; and 0255-011-13, -14, -18, -19, -25 thru -32, as more particularly described on Exhibit "A-1" to this Amended and Restated Agreement (the "**Property**"); and

WHEREAS, APN 0255-021-17 is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as more particularly described on Exhibit "A-2" to this Amended and Restated Agreement ("**Acacia Property**"); and

WHEREAS, APNs 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 are located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue, as more particularly described on Exhibit "A-3" to this Amended and Restated Agreement ("**North Palisades Property**"); and

WHEREAS, APNs 0255-021-18, and 0255-021-22 thru 0255-021-024 are located north of Santa Ana Avenue, east of Oleander Avenue, west of Cypress Avenue, as more particularly described on Exhibit "A-4" ("**Remaining Original DA Property**"); and

WHEREAS, the owners of the Property were aware of the Project and expressly authorized and consented to the filing and approval of the related applications, including the application for and approval and execution of Development Agreement No. 23-085 ("**Original DA**"), with the CITY in connection therewith; and

WHEREAS, the CITY and OWNER entered into the Original DA on or about November 15, 2023, and the Original DA was recorded against the Property in the Official Records of San Bernardino County on December 18, 2023, as document number 2023-0311188; and

WHEREAS, subsequent to the execution of the Original DA, OWNER desired to change its plans for the development of the Property and to limit the scope of its development to the Acacia Property ("**Acacia Project**"); and

WHEREAS, OWNER has determined that it no longer requires the remaining parcels of the Property outside the Acacia Property for the purposes of its current project, and in connection therewith desires to enter into this Amended and Restated Agreement, as applicable only to the Acacia Property; and

WHEREAS, NP SANTA ANA LLC desires to acquire the North Palisades Property for development of the portion of the Project planned for the North Palisades Property ("**North Palisades Project**"), and in connection therewith enter into a separate Amendment to and Restatement of the Original DA ("**NP Santa Ana Amended and Restated Agreement**"), as applicable only to the North Palisades Property; and

WHEREAS, by electing to enter into this Amended and Restated Agreement, CITY shall bind 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 Amended and Restated 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 Amended and Restated Agreement; and

WHEREAS, prior to the adoption of the Development Approvals described in this Amended and Restated Agreement, the City Council reviewed, considered, and certified the Environmental Impact Report ("**EIR**") for the Citrus/Oleander Industrial Center of which the Project, as that term is defined below, is a part, and made findings concerning the mitigation measures for the Project, and adopted a Mitigation Monitoring and Reporting Program in accordance with CEQA and the State and CITY CEQA Guidelines; and

WHEREAS, this Amended and Restated Agreement and the Project are consistent with the CITY's Comprehensive General Plan and any Specific Plan applicable thereto; 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 of the Property in accordance with this Amended and Restated Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Amended and Restated Agreement will eliminate uncertainty in planning and provide for the orderly development of the Acacia Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Acacia 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 vesting of legal rights to develop the Acacia Property in accordance with this Amended and Restated Agreement.

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 Amended and Restated Agreement shall be defined as follows:

1.1.1. "**Acacia Project**" the development of the Acacia Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Amended and Restated Agreement.

1.1.2. "**Acacia Property**" means APN 0255-021-17, which is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as shown on Exhibit "A-2".

1.1.3. "**Amended and Restated Agreement**" means this First Amendment to and Restatement of Development Agreement No. 23-085.

1.1.4. "**APN(s)**" means assessor's parcel numbers as used by the San Bernardino County Clerk/Recorder.

1.1.5. "**Certificate**" has the meaning assigned to that term in Section 6.6.

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

1.1.7. "**City Council"** means the City Council of the City of Fontana, California.

1.1.8. "**Development**" means the improvement of the Acacia Property for the purposes of completing the structures, improvements and facilities comprising the Acacia Project including, but not limited to: grading; the construction of infrastructure and

public facilities related to the Acacia Project whether located within or outside the Acacia Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.9. "**Development Approvals**" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Acacia Property including, but not limited to:

(a) conditional use permits and design review permits;

(b) tentative parcel maps;

(c) General Plan and Zoning Code amendments; and,

(d) grading, encroachment and building permits.

1.1.10. "**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.

1.1.11. "**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 a local agency to the applicant in connection with approval of a development project 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, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.12. "**Development Plan**" means the Existing Development Approvals and the Existing Land Use Regulations, as those terms are defined herein, applicable to development of the Property.

1.1.13. "**Effective Date**" means the date upon which all of the following have occurred: (1) the ordinance approving this Amended and Restated Agreement becomes effective, (2) the ordinance approving the NP Santa Ana Amended and Restated Agreement becomes effective, (3) this Amended and Restated Agreement has been executed by the fee owner of the Acacia Property and delivered to the CITY within one

hundred twenty (120) days following the approval (second reading) of the ordinance approving this Amended and Restated Agreement; and (4) the NP Santa Ana Amended and Restated Agreement has been executed by the fee owner of the North Palisades Property and delivered to the CITY within the later of (a) one hundred twenty (120) days following the close of escrow for acquisition of the North Palisades Property by the "OWNER" (as that term is defined in the NP Santa Ana Amended and Restated Agreement) and (b) one hundred twenty (120) days following the entitlements for the North Palisades Property becoming final and non-appealable (and in no event more than 210 days following the City's grant of entitlements for the North Palisades Property).

1.1.14. "**EIR**" means the Environmental Impact Report for the Citrus/Oleander Industrial Center as certified by the City Council, designated as State Clearinghouse number 2022110389.

1.1.15. "**Existing Development Approvals**" means all Development Approvals approved or issued on or prior to the Effective Date.

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

1.1.17. "**Fund**" has the meaning assigned to that term in Section 9.2.

1.1.18. "**General Plan**" means the Comprehensive General Plan of the City of Fontana, as such General Plan existed as of the Effective Date of this Amended and Restated Agreement.

1.1.19. "**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, timing and phasing of development, 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 Acacia Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.20. "**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.

1.1.21. "**North Palisades Project**" the development of the North Palisades Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of the NP Santa Ana Amended and Restated Agreement.

1.1.22. "**North Palisades Property**" means APNs 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32, which are located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue, as shown on Exhibit "A-3".

1.1.23. "**NP Santa Ana Amended and Restated Agreement**" means an amendment to and restatement of the Original DA, entered into by and between the CITY and the fee owner of the North Palisades Property, which shall be applicable to and binding upon the fee owner of the North Palisades Property and its successors in interest.

1.1.24. "**OWNER**" means the persons and entities listed as OWNER on page 1 of this Amended and Restated Agreement and their successors in interest to all or any part of the Acacia Property.

1.1.25. "**Project**" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Amended and Restated Agreement.

1.1.26. "**Property**" means the real property described on Exhibit "A-1" as shown on to this Amended and Restated Agreement.

1.1.27. "**Public Benefit Fee**" means the public benefit fee to be paid by OWNER as described in Section 4.3 of this Amended and Restated Agreement.

1.1.28. "**Remaining Original DA Property**" means APNs 0255-021-18, and 0255-021-22 thru -24, which are located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as shown on Exhibit "A-4".

1.1.29. "**Reservations of Authority**" means the rights and authority excepted from the assurances and rights provided to OWNER under this Amended and Restated Agreement and reserved to CITY under Section 3.6 of this Amended and Restated Agreement.

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

1.1.31. "**Subsequent Land Use Regulations**" means any Land Use Regulations adopted and effective after the Effective Date of this Amended and Restated Agreement.

1.1.32. "**Term**" has the meaning assigned to that term in Section 2.3.

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

Exhibit “A-1” — Legal Description the Property.

Exhibit “A-2” — Legal Description the Acacia Property.

Exhibit “A-3” — Legal Description the North Palisades Property.

Exhibit “A-4” — Legal Description of Remaining Original DA Property

Exhibit “B” — Map showing Property and its location.

Exhibit “C” – Form of Assignment and Assumption Agreement

Exhibit “D” – Subsequent Development Approvals Integrated Into Vested Rights under Section 3.5

2. GENERAL PROVISIONS.

2.1 Binding Effect of Original DA.

(a) Upon the occurrence of the Effective Date, the Acacia Property shall be subject to this Amended and Restated Agreement. OWNER agrees and acknowledges that (1) the Original DA shall remain in full force and effect unless and until the Effective Date occurs, and (2) if this Amended and Restated Agreement and/or the NP Santa Ana Amended and Restated Agreement are rescinded or invalidated for any reason, the Original DA shall remain binding upon and applicable to the Acacia Property, its owners, and their successors in interest.

(b) Development of the Acacia Property is hereby authorized and shall be carried out only in accordance with the terms of either this Amended and Restated Agreement (if, and for so long as, this Amended and Restated Agreement is effective and applicable to the Acacia Property) or the Original DA.

(c) For so long as this Amended and Restated Agreement is effective and applicable to the Acacia Property, this Amended and Restated Agreement shall supersede the Original DA in its entirety with respect to the Acacia Property.

(d) For the avoidance of doubt, if either (1) this Amended and Restated Agreement has not been executed by the fee owner of the Acacia Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving this Amended and Restated Agreement; or (2) the NP Santa Ana Amended and Restated Agreement has not been executed by fee owner of the North Palisades Property within

the later of (a) one hundred twenty (120) days following the close of escrow for acquisition of the North Palisades Property by the "OWNER" (as that term is defined in the NP Santa Ana Amended and Restated Agreement) and (b) one hundred twenty (120) days following the entitlements for the North Palisades Property becoming final and non-appealable (and in no event more than 210 days following the City's grant of entitlements for the North Palisades Property), then this Amended and Restated Agreement shall never become effective, and the Original DA shall remain binding upon and applicable to the Acacia Property, its owners, and their successors in interest.

2.2 Ownership of Acacia Property. OWNER represents and covenants that it is the legal or equitable owner of the fee simple title to the Acacia Property. Prior to CITY's execution and recordation of this Amended and Restated Agreement, OWNER shall submit to CITY reasonable proof of its fee ownership of the Acacia Property as determined by CITY in its sole and absolute discretion.

2.3 Term. The initial term of this Amended and Restated Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Amended and Restated Agreement. Notwithstanding the foregoing, the term of this Amended and Restated Agreement may be extended for an additional five (5) years following expiration of the initial term, provided the following have occurred:

(a) OWNER provides at least ninety (90) days written notice to CITY prior to the expiration of the initial term; and

(b) OWNER shall have obtained building permits for at least sixty-seven percent (67%) of the gross area of the industrial building(s) contemplated by the Acacia Project; and

(c) OWNER is not then in uncured default of this Amended and Restated Agreement.

The initial term and, if and upon extension, the 5-year extension, shall sometimes be referred to herein collectively as the "**Term**."

The term of this Amended and Restated Agreement shall not be considered to run and shall toll for any period in which the Acacia Project is being challenged or litigated by a third-party.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Acacia Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Amended

and Restated Agreement; 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 Amended and Restated 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 Amended and Restated Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Acacia 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 an executed agreement, in a form substantially similar to that attached hereto as Exhibit "C" which has been deemed reasonably acceptable to CITY, 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 Amended and Restated Agreement.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Amended and Restated Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Amended and Restated Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Amended and Restated Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring owner shall continue to be obligated under this Amended and Restated Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Acacia Property.

(b) OWNER is not then in default under this Amended and Restated Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 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 this Section.

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot within the Acacia Property, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to CITY to release said lot from the obligations under this Amended and Restated Agreement relating to all other portions of the Acacia Property. Within thirty (30) days of such request, CITY shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of OWNER from its duties and obligations under this Amended and Restated Agreement.

2.4.5 Termination of Amended and Restated Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot within the Acacia Property which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Amended and Restated Agreement, this Amended and Restated Agreement shall terminate with respect to any lot within the Acacia Property and such lot shall be released and no longer be subject to this Amended and Restated Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy or temporary certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Amended and Restated Agreement have been paid.

2.5 Amendment or Cancellation of Amended and Restated Agreement. This Amended and Restated Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of CITY or OWNER as provided by this Amended and Restated Agreement. Any amendment of this Amended and Restated Agreement which has been requested by OWNER shall only be processed and considered by the CITY upon the payment of the applicable processing charge.

2.6 Termination. This Amended and Restated Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Amended and Restated Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Amended and Restated Agreement (in which case the Original DA shall remain binding upon and applicable to the Acacia Property, its owners, and their successors in interest).

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Amended and Restated Agreement (in which case the Original DA shall remain binding upon and applicable to the Acacia Property, its owners, and their successors in interest).

(d) Completion of the Acacia Project in accordance with the terms of this Amended and Restated Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Amended and Restated Agreement based on any default of OWNER and following the termination proceedings required by the Development Agreement Policies.

Termination of this Amended and Restated Agreement shall not constitute termination of any other land use entitlements or agreements approved for the Acacia Property. Upon the termination of this Amended and Restated 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 Amended and Restated Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Amended and Restated Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Amended and Restated Agreement by OWNER to CITY buildings on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Amended and Restated 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.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (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, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. 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

Copy to:
Best, Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761
Attn: City Attorney
Telephone: (909) 989-8584
Facsimile: (909) 944-1441

If to OWNER:
Acacia Real Estate Group, Inc.
Attn: David B. Pittman
260 Newport Center Drive, Suite 100
Newport Beach, CA 92660
Telephone: (714) 270-0777

Copy to:
Allen Matkins Leck Gamble Mallory & Natsis, LLP
Attn: Jonathan Shardlow
2010 Main Street, 8th Floor,
Irvine, CA 92614
Telephone: (949) 553-1313

(c) 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 Amended and Restated Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Acacia Property in accordance with, and to the extent of, the Development Plan. The Acacia Project shall remain subject to all Subsequent Development Approvals required to complete the Acacia Project as contemplated by the Development Plan. Except as otherwise provided in this Amended and Restated Agreement, the permitted uses of the Acacia 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.

If the either (1) this Amended and Restated Agreement has not been executed by the fee owner of the Acacia Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving this Amended and Restated

Agreement; or (2) the NP Santa Ana Amended and Restated Agreement has not been executed by the fee owner of the North Palisades Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving the NP Santa Ana Amended and Restated Agreement, then (A) OWNER shall take no action in furtherance of development of the Project without the CITY's prior written approval, which CITY may grant or withhold in its sole and absolute discretion, (B) all entitlements and approvals issued for or in connection with the Project shall be deemed automatically rescinded by CITY without further action by the CITY and without any further obligation by the CITY to the OWNER with respect thereto, and shall be null and void and of no further force or effect, and (C) CITY may, in its sole and absolute discretion, elect to take formal action to rescind any entitlements issued for or in connection with the Project; OWNER expressly waives and releases any and all rights, vested or otherwise, that it may have to object to or interfere with such formal action.

3.2 Effect of Amended and Restated Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Amended and Restated Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Acacia Property, the density and intensity of use of the Acacia Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Acacia Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its discretion in accordance with the Development Plan, and as provided by this Amended and Restated Agreement including, but not limited to, the Reservations of Authority. 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 at which phases of the Acacia Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since 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 the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Acacia 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 or the Phasing Plan set forth in Section 3.4. Notwithstanding anything to the contrary set forth in this Section 3.3 or in this Amended and Restated Agreement, CITY acknowledges that OWNER shall have no obligation to construct the Acacia Project and that OWNER shall not be subject to any penalty nor shall CITY be entitled to any legal or equitable remedy, including, without limitation, a claim for specific performance of this Amended and Restated Agreement, if OWNER determines not to construct the Acacia Project for any reason.

3.4 Phasing Plan. Development of the Acacia Property shall be subject to all timing and phasing requirements established by the Development Plan.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Acacia Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event 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 Amended and Restated Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as Exhibit "D" and may be further changed from time to time as provided in this Section. 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 Amended and Restated Agreement provided such change does not:

(a) Alter the permitted uses of the Acacia Property as a whole; or,

(b) Increase the density or intensity of use of the Acacia 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 Acacia 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.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Amended and Restated Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Acacia Property.

(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 construction standards and specifications including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Acacia Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Acacia Property. No such subsequently adopted Development Exaction shall apply if its application to the Acacia Property would physically prevent development of the Acacia 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 Section 4 of this Amended and Restated Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Amended and Restated Agreement to the extent such fees fulfill the same purposes.

(e) Regulations which may be in conflict with the Development Plan, but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Amended and Restated Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Acacia Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Acacia Property.

3.6.2 Subsequent Development Approvals. This Amended and Restated Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Amended and Restated Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

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 Amended and Restated Agreement, prevent or preclude compliance with one or more of the provisions of this Amended and Restated Agreement, such provisions of this Amended and Restated Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Amended and Restated 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more

provisions of this Amended and Restated Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

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 Amended and Restated 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. If OWNER is required by this Amended and Restated Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

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, 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 Amended and Restated 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 Acacia Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Acacia 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 Acacia Property separately from or jointly with CITY and this Amended and Restated Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Parcel Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Acacia Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

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 Acacia Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Amended and Restated 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 Amended and Restated Agreement. Except as set forth immediately above, development of the Acacia Property shall occur only as provided in this Amended and Restated Agreement, and the provisions in this Amended and Restated Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

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

3.13 Effect of Original DA on Remaining Original DA Property. The Original DA shall remain effective and binding as to the Remaining Original DA Property. Without limiting the foregoing, the owner of the Remaining Original DA Property shall remain obliged to fulfill the public benefit obligations set forth in Section 4 of the Original DA, undiminished by the payment of public benefit obligations under this Amended and Restated Agreement and/or under the NP Santa Ana Amended and Restated Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Acacia Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Amended and Restated 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 Acacia Project.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee(s). Development Impact Fees shall be paid by OWNER. The Development Impact Fees to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Amended and Restated 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 Amended and Restated 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 Subsection 4.2.1 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 Amended and Restated 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.

4.2.3 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees.

4.3 Public Benefit Fee. Prior to the issuance of the Building Permit for any building on the Acacia Property, as consideration for the privileges conferred by this Amended and Restated Agreement, OWNER shall pay to the CITY a public benefit fee totaling $440,839. Prior to issuance of a Certificate of Occupancy for a building on the Acacia Property, as consideration for the privileges conferred by this Amended and Restated Agreement, OWNER shall pay to CITY an additional one-time public benefit fee totaling $440,839 (for a total public benefit fee payment in the amount of $881,678).

4.4 Public Benefit Fee Advance and Reimbursement. If prior to a Final Certificate of Occupancy for a building east on the Acacia Property, CITY has not issued a building permit for the development of a portion of the North Palisades Property in accordance with the Development Plan, OWNER shall advance the sum of $618,322 to the CITY. CITY shall refund to OWNER the amount of $618,322 within thirty (30) days following CITY's issuance of a building permit for the development of a portion of the North Palisades Property in accordance with the Development Plan.

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 to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing,

nothing contained in this Amended and Restated 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 Periodic Review. The Planning Director shall review this Amended and Restated Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Amended and Restated Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the Planning Director, within thirty (30) days after written notice from the Planning Director. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of this Amended and Restated Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually or as deemed necessary by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Amended and Restated Agreement at any time. The Planning Director shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of this Amended and Restated Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Planning Director shall submit a report to the City Council setting forth the evidence concerning good faith compliance by OWNER with the terms of this Amended and Restated Agreement and his or her recommended finding on that issue.

(c) If the City Council finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Amended and Restated Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Amended and Restated Agreement, the Council may modify or terminate this Amended and Restated Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 7.4 of this Amended and Restated Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Amended and Restated Agreement, CITY shall give written notice to OWNER of its intention to do so. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether CITY proposes to terminate or to modify this Amended and Restated Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.5 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 Amended and Restated Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of this Amended and Restated Agreement, the City Council may terminate this Amended and Restated Agreement or modify this Amended and Restated Agreement to impose such conditions as are reasonably necessary to obtain compliance with the terms of this Amended and Restated Agreement. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Amended and Restated Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("**Certificate**") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Amended and Restated 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 a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic 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 Periodic or Special Review but was concealed from or otherwise not known to the Planning Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Amended and Restated Agreement if it were to be liable in damages under this Amended and Restated Agreement, or with respect to this Amended and Restated Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Amended and Restated Agreement, except that CITY shall not be liable in 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 damages against CITY or its agents, employees, officers, attorneys, and representatives:

(a) For any breach of this Amended and Restated Agreement or for any cause of action which arises out of this Amended and Restated Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Amended and Restated 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 Amended and Restated Agreement.

7.2 Specific Performance. Except as set forth in Section 3.3, above, the parties acknowledge that money 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 Amended and Restated Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Acacia Property to its natural condition once implementation of this Amended and Restated Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Acacia Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Acacia Project in agreeing to the terms of this Amended and Restated Agreement and will be investing even more significant time and resources in implementing the Acacia Project in reliance upon the terms of this Amended and Restated Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its 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 or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Amended and Restated Agreement or because of the terms of this Amended and Restated Agreement.

7.4 Termination or Modification of Amended and Restated Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, CITY may terminate or modify this Amended and Restated Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Amended and

Restated Agreement, or to comply in good faith with the terms of this Amended and Restated Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Amended and Restated 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, OWNER 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.

7.5 Termination of Amended and Restated Agreement for Default of CITY. OWNER may terminate this Amended and Restated Agreement only in the event of a default by CITY in the performance of a material term of this Amended and Restated 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.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Amended and Restated Agreement is consistent with the 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 Amended and Restated Agreement for any failure of CITY to perform under this Amended and Restated Agreement or the inability of OWNER to develop the Acacia Property as contemplated by the Development Plan of this Amended and Restated 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.

8.2 Third Party Litigation Concerning Amended and Restated Agreement. OWNER shall defend, at its expense, including reasonable 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 Amended and Restated Agreement or the approval of any permit granted pursuant to this Amended and Restated 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.

8.3 Indemnity. In addition to the provisions of 8.2 above, 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 for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including reasonable 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.

8.4 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, 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 Acacia Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including reasonable 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.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 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 forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Amended and Restated Agreement.

9. MORTGAGEE PROTECTION.

9.1 Encumbrances. The parties hereto agree that this Amended and Restated Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Acacia 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 Acacia Property. CITY acknowledges that the lenders providing such financing may require certain Amended and Restated 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 Amended and Restated

Agreement. Any Mortgagee of the Acacia Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Amended and Restated Agreement nor a breach of this Amended and Restated Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Acacia 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 Acacia 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 Amended and Restated 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 Amended and Restated 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 such party under this Amended and Restated Agreement.

(d) Any Mortgagee who comes into possession of the Acacia 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 Acacia Property, or part thereof, subject to the terms of this Amended and Restated Agreement. Notwithstanding any other provision of this Amended and Restated Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Amended and Restated 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, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Amended and Restated Agreement.

9.2. Deposit of Legal Defense Costs. In the event of any litigation or legal challenge filed against CITY as described in this Section 9, 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 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 sole and absolute discretion. For such purposes, CITY may from time to time, in CITY's sole and absolute 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.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Amended and Restated Agreement. This Amended and Restated Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code. If the parties to this Amended and Restated Agreement or their successors in interest amend or cancel this Amended and Restated Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Amended and Restated Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

10.2 Entire Agreement. This Amended and Restated 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. 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 Amended and Restated Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Amended and Restated Agreement shall be determined invalid, void or unenforceable, the remainder of this Amended and Restated 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 Amended and Restated Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Amended and Restated Agreement, including the payment of the fees set forth therein, are essential elements of this Amended and Restated Agreement and CITY would not have entered into this Amended and Restated Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Amended and Restated Agreement shall be null and void and of no force and effect whatsoever.

10.4 Governing Law; Interpretation. This Amended and Restated Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Amended and Restated 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 Amended and Restated Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Amended and Restated Agreement.

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

10.7 Joint and Several Obligations. If at any time during the term of this Amended and Restated Agreement the Acacia Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Amended and Restated 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 Amended and Restated Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Amended and Restated Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Amended and Restated 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 with the terms of this Amended and Restated Agreement thereafter.

10.10 No Third Party Beneficiaries. This Amended and Restated 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 Amended and Restated Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Amended and Restated Agreement is caused by floods, earthquakes, epidemics, pandemics, other Acts of God, fires, wars, riots or similar hostilities, 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 Amended and Restated Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Amended and Restated Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 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.

10.13 Successors in Interest. The burdens of this Amended and Restated Agreement shall be binding upon, and the benefits of this Amended and Restated

Agreement shall inure to, all successors in interest to the parties to this Amended and Restated Agreement. All provisions of this Amended and Restated 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 development of the Acacia Property: (a) is for the benefit of and is a burden upon every portion of the Acacia Property; (b) runs with the Acacia Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Acacia Property or any portion thereof.

10.14 Counterparts. This Amended and Restated 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.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Amended and Restated Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Amended and Restated 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.

10.16 Acacia Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Acacia 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 Amended and Restated Agreement. No partnership, joint venture or other association of any kind is formed by this Amended and Restated Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 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 Amended and Restated Agreement and the satisfaction of the conditions of this Amended and Restated 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 Amended and Restated Agreement to carry out the intent and to fulfill the provisions of this Amended and Restated Agreement or to evidence or consummate the transactions contemplated by this Amended and Restated Agreement.

10.18 Eminent Domain. No provision of this Amended and Restated Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 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 Amended and Restated 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 Amended and Restated 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).

10.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Amended and Restated Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Amended and Restated Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Amended and Restated Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Amended and Restated Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Amended and Restated Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Amended and Restated 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.

IN WITNESS WHEREOF, the parties hereto have executed this Development Amended and Restated Agreement on the last day and year set forth below.

OWNER

ACACIA REAL ESTATE GROUP, INC.,
a California corporation

By: _____
David Pittman
Its: President

Dated: _____

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 and title of the officer)

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)**

CITY:

CITY OF FONTANA, a California municipal corporation

By:_____
Acquanetta Warren, Mayor

Dated: _____

By: _____
Matthew C. Ballantyne, City Manager

ATTEST:

By:_____
Germaine Key, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

_____
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 and title of the officer)

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)**

5703203.2
27967-940

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE PROPERTY

TENTATIVE PARCEL MAP NO. 20707

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

BEING A CONSOLIDATION OF PARCELS 1, 2 AND 3 OF PARCEL MAP 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 22, PAGE 80 OF PARCEL MAPS, TOGETHER WITH A PORTION OF THE WEST HALF OF FARM LOT 758 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TENTATIVE PARCEL MAP NO. 20708

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

BEING A CONSOLIDATION OF THE EAST 10 ACRES OF FARM LOT 757 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TRAPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TENTATIVE PARCEL MAP NO. 20709

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

BEING A CONSOLIDATION OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TRAPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, TOGETHER WITH PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 5352, AS PER MAP FILED IN BOOK 51, PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A-2"

LEGAL DESCRIPTION OF THE ACACIA PROPERTY

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:

THE EAST ONE HALF OF THE WEST ONE HALF OF FARM LOT 758, 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, RECORDS OF SAID COUNTY.

(AREAS AND DISTANCES COMPUTED TO STREET CENTERS.)

For conveyancing purposes only: APN 0255-021-17-0-000

EXHIBIT “A-3”

LEGAL DESCRIPTION OF THE NORTH PALISADES PROPERTY

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

PARCEL A: (APN 0255-011-13)

THE EAST 3 ACRES OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF FARM LOT 757, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, 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. THE ACREAGE OF THE ABOVE DESCRIBED REAL PROPERTY IS COMPUTED TO THE CENTER OF ALL STREETS AND ROADS AS SHOWN ON SAID MAP.

PARCEL B: (APN 0255-011-14)

THE WEST 2 ACRES OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF LOT 757, 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, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY. THE AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP.

PARCEL D: (APN 0255-011-18)

THE EAST 1/2 OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757, ACCORDING TO THE 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.

PARCEL E: (APN 0255-011-19)

THE WEST ONE-HALF OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL F: (APN 0255-011-25)

THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISIONS 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, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.EXCEPTING THEREFROM THE NORTH 450 FEET. ALSO EXCEPTING THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. ALSO EXCEPTING THEREFROM THE NORTH 14 FEET OF THE SOUTH 44 FEET.AREA AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL G: (APN 0255-011-26)

THE SOUTH 150 FEET OF THE NORTH 450 FEET OF THE EAST 5 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11, PAGE 12, RECORDS OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. AREAS AND DISTANCES OF ABOVE PROPERTY ARE COMPUTED TO THE CENTER OF THE ADJOINING STREETS SHOWN ON SAID MAP.

PARCEL H: (APN 0255-011-27)

THE SOUTH 150 FEET OF THE NORTH 300 FEET OF THE EAST 5 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET THEREOF.

PARCEL I: (APN 0255-011-28)

THE NORTH 150 FEET OF THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL J: (APN 0255-011-29)

PARCEL 1 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 OF PARCEL MAPS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL K: (APN 0255-011-30)

PARCEL 2 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 51 PAGE 89, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2, AS CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JULY 29, 2010 AS INSTRUMENT NO. 2010-0304886, OF OFFICIAL RECORDS.

PARCEL L: (APN 0255-011-31)

PARCEL 3 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY RECORDER.

PARCEL M: (APN 0255-011-32)

PARCEL 4 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY RECORDER.

EXHIBIT "A-4"

LEGAL DESCRIPTION OF THE REMAINING ORIGINAL DA PROPERTY

LEGAL DESCRIPTION

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

THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISIONS 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, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 450 FEET.

ALSO EXCEPTING THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET.

ALSO EXCEPTING THEREFROM THE NORTH 14 FEET OF THE SOUTH 44 FEET.

NOTE: AREA AND DISTANCES COMPUTED TO STREET CENTERS.

APN: **0255-011-25**

0255-021-18

LEGAL DESCRIPTION:

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

THE SOUTH 240 FEET OF THE WEST, 1/2 OF THE WEST 1/2 OF LOT 758, 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, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

0255-021-22

LEGAL DESCRIPTION:

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

PARCEL NO. 1 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 80, RECORDS OF SAID COUNTY.

0255-021-23

LEGAL DESCRIPTION:

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

PARCEL 2 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 80, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

0255-021-24

LEGAL DESCRIPTION:

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

PARCEL NO. 3 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT FILED IN BOOK 22, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION



EXHIBIT “C”

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[SEE FOLLOWING PAGES]

Recording Requested by and
When Recorded Return To:

_____
_____
_____
_____

(Space above this line for recorder's use only)

DOCUMENTARY TRANSFER TAX: $-0- (No consideration)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made and entered into as of _____, 202_, by and between _____ ("**Assignor**") and _____ ("**Assignee**") having an address at _____, with reference to the following recitals.

RECITALS

A. Assignor was the owner of approximately ____ gross acres of land area located in the City of Fontana, County of San Bernardino, State of California, more particularly described in Exhibit "A" attached hereto ("**Project Site**").

B. Assignor and the City of Fontana, a California municipal corporation ("**City**"), are parties to that certain "First Amendment and Restatement of Development Agreement No. 23-085, Applicable to the _____ Property", dated _____ (the "**Development Agreement**"), relating to the development of the Project Site (the "**Project**"). The Development Agreement is recorded as instrument _____ in San Bernardino County Official Records.

C. Assignor has transferred a portion of the Project Site, generally described as _____ and more particularly described in Exhibit "B" attached hereto (the "**Assigned Property**") to Assignee in accordance with the terms of a grant deed and (iv) retained ownership of the remainder of the Project Site, consisting of _____ (the "**Retained Property**"). *[NTD: IF THE ASSIGNMENT IS A FULL ASSIGNMENT, THEN PROVISIONS RELATING TO RETAINED OBLIGATIONS WILL BE REMOVED]*

D. In accordance with Section 2.4 of the Development Agreement, Assignor desires to assign all rights and obligations of Assignor under the Development Agreement as to the Assigned Property ("**Assigned Property Rights and Obligations**")

and (ii) retain, as the owner of the Retained Property, all remaining obligations under the Development Agreement (the "**Retained Property Rights and Obligations**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date. This Agreement shall not be deemed to be effective unless and until the transfer of title to the Assigned Property from Assignor to Assignee occurs, as evidenced by the recordation of a grant deed in the San Bernardino County Official Records conveying the Assigned from Assignor to Assignee (the date of recordation of such grant deed, the "**Effective Date**").

2. Assignment of Development Agreement. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's rights, title, obligations, and interests in the Assigned Property Rights and Obligations. This Agreement is only intended to assign the Assigned Property Rights and Obligations and does not assign any other rights or obligations under the Development Agreement. Assignor makes no representation or warranties, express or implied, to Assignee concerning the Development Agreement, except as provided herein.

3. Assumption of Responsibilities. Assignee hereby assumes, as of the Effective Date, the Assigned Property Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Property Rights and Obligations and to be subject to all of the terms and conditions of the Development Agreement with respect to the Assigned Property Rights and Obligations, in each case to the extent arising on or after the Effective Date. Assignor and Assignee acknowledge and agree that, from and after the Effective Date, Assignee shall be the "Owner" under the Development Agreement with respect to the Assigned Property and the Assigned Property Rights and Obligations.

4. Amendments. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the parties hereto, acknowledged and approved by the City, and recorded in the Official Records for San Bernardino County, California.

5. Governing Law; Venue. This Agreement and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law. All rights and obligations of the Parties under this Assignment are to be performed in the City of Fontana, and the County of San Bernardino shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Further Assurances. Each party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Agreement provided the same does not increase such party's obligations and liabilities or reduce such party's rights under this Agreement and/or the Development Agreement other than to a de minimis extent.

8. Authority of Signatories to Bind Principals. The persons executing this Agreement on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Agreement and (ii) their respective principals are properly and duly organized and existing under the laws of _____, and are permitted to do business in, the State of California.

9. No Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

10. Interpretation. The parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both parties, and the parties agree that since both have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.

11. Recordation. Assignor and Assignee shall record this Agreement against the Assigned Property in the Official Records contemporaneously with the recordation of the instrument conveying title to the Assigned Property to Assignee and prior to the lien of any security interest that will encumber the Assigned Property after the conveyance.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date set forth above.

"Assignor"	"Assignee"
_____	_____
a _____ limited liability company	a _____ limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A"

Project Site Legal Description

EXHIBIT “B”

Assigned Property Legal Description

EXHIBIT "D"

SUBSEQUENT DEVELOPMENT APPROVALS INTEGRATED INTO VESTED RIGHTS UNDER SECTION 3.5

Recorded at request of:)
Clerk, City Council)
City of Fontana)
)
When recorded return to:)
City of Fontana)
8353 Sierra Avenue)
Fontana, CA 92335)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT 23-0085R2

FIRST AMENDMENT TO AND RESTATEMENT OF DEVELOPMENT AGREEMENT NO. 23-085, APPLICABLETO THE NORTH PALISADES PROPERTY

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF FONTANA
a California Municipal Corporation

and

NORTH PALISADE PARTNERS, LLC

ATTACHMENT NO. 5

DEVELOPMENT AGREEMENT NO. 23-0085R2

This First Amendment to and Restatement of Development Agreement 23-085, Applicable to the North Palisades Property (hereinafter "**Amended and Restated Agreement**") is entered into effective on _____ (hereinafter the "**Effective Date**") by and among the City of Fontana, a California municipal corporation (hereinafter, "**CITY**"), and North Palisade Partners, LLC, a Delaware Limited Liability Company. (hereinafter, "**OWNER**"):

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, Acacia Real Estate Group, Inc. ("**Acacia**"), filed an application for, and the City Council of the City of Fontana ("**City Council**"), approved, three design reviews (DRP No. 22-029R1, DRP No. 22-062R1, and DRP No. 22-061R1); three tentative parcel maps (TPM No. 22-009R1, TPM No. 22-030R1, and TPM No. 22-031R1), a general plan amendment (GPA No. 23-004), a zone code amendment (ZCA No. 23-006), a specific plan amendment (SPA No. 23-004), and a development agreement (collectively, MCN No. 23-100) (hereinafter the "**Project**") for that certain real property located north of Santa Ana Avenue, east of Citrus Avenue, and west of Cypress Avenue, identified as Assessor's Parcel Numbers ("**APN(s)**") 0255-021-17, -18, -22 thru -24; and 0255-011-13, -14, -18, -19, -25 thru -32, as more particularly described on Exhibit "A-1" to this Amended and Restated Agreement (the "**Property**"); and

WHEREAS, APNs 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32 are located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue, as more particularly described on Exhibit "A-3" to this Amended and Restated Agreement ("**North Palisades Property**"); and

WHEREAS, APN 0255-021-17 is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as more particularly described on Exhibit "A-2" to this Amended and Restated Agreement ("**Acacia Property**"); and

WHEREAS, APNs 0255-021-18, and 0255-021-22 thru 0255-021-024 are located north of Santa Ana Avenue, east of Oleander Avenue, west of Cypress Avenue, as more particularly described on Exhibit "A-4" ("**Remaining Original DA Property**"); and

WHEREAS, the owners of the Property were aware of the Project and expressly authorized and consented to the filing and approval of the related applications, including the application for and approval and execution of Development Agreement No. 23-085 ("**Original DA**"), with the CITY in connection therewith; and

WHEREAS, the CITY and Acacia entered into the Original DA on or about November 15, 2023, and the Original DA was recorded against the Property in the Official

Records of San Bernardino County on December 18, 2023, as document number 2023-0311188; and

WHEREAS, subsequent to the execution of the Original DA, Acacia desired to limit the scope of its development to the Acacia Property ("**Acacia Project**"), and to enter into a separate amendment to and restatement of the Original DA ("**Acacia Amended and Restated Agreement**"), as applicable only to the Acacia Property; and

WHEREAS, in connection with revising its development plans, Acacia determined that it no longer requires the remaining parcels of the Property outside the Acacia Property for the purposes of its current project; and

WHEREAS, OWNER has acquired the North Palisades Property for development of the portion of the Project planned for the North Palisades Property ("**North Palisades Project**"), and in connection therewith desires to enter into this Amended and Restated Agreement, as applicable only to the North Palisades Property; and

WHEREAS, by electing to enter into this Amended and Restated Agreement, CITY shall bind 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 Amended and Restated 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 Amended and Restated Agreement; and

WHEREAS, prior to the adoption of the Development Approvals described in this Amended and Restated Agreement, the City Council reviewed, considered, and certified the Environmental Impact Report ("**EIR**") for the Citrus/Oleander Industrial Center of which the Project, as that term is defined below, is a part, and made findings concerning the mitigation measures for the Project, and adopted a Mitigation Monitoring and Reporting Program in accordance with CEQA and the State and CITY CEQA Guidelines; and

WHEREAS, this Amended and Restated Agreement and the Project are consistent with the CITY's Comprehensive General Plan and any Specific Plan applicable thereto; 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 of the Property in accordance with this Amended and Restated Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Amended and Restated Agreement will eliminate uncertainty in planning and provide for the orderly development of the North Palisades Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the North Palisades 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 vesting of legal rights to develop the North Palisades Property in accordance with this Amended and Restated Agreement.

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 Amended and Restated Agreement shall be defined as follows:

1.1.1. "**Acacia Amended and Restated Agreement**" means an amendment to and restatement of the Original DA, entered into by and between the CITY and the fee owner of the Acacia Property, which shall be applicable to and binding upon the fee owner of the Acacia Property and its successors in interest.

1.1.2. "**Acacia Project**" the development of the Acacia Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of the Acacia Amended and Restated Agreement.

1.1.3. "**Acacia Property**" means APN 0255-021-17, which is located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as shown on Exhibit "A-2".

1.1.4. "**Amended and Restated Agreement**" means this First Amendment to and Restatement of Development Agreement No. 23-085.

1.1.5. "**APN(s)**" means assessor's parcel numbers as used by the San Bernardino County Clerk/Recorder.

1.1.6. "**Certificate**" has the meaning assigned to that term in Section 6.6.

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

1.1.8. "**City Council"** means the City Council of the City of Fontana, California.

1.1.9. "**Development**" means the improvement of the North Palisades Property for the purposes of completing the structures, improvements and facilities comprising the North Palisades Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the North Palisades Project whether located within or outside the North Palisades Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.10. "**Development Approvals**" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the North Palisades Property including, but not limited to:

(a) conditional use permits and design review permits;

(b) tentative parcel maps;

(c) General Plan and Zoning Code amendments; and,

(d) grading, encroachment and building permits.

1.1.11. "**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.

1.1.12. "**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 a local agency to the applicant in connection with approval of a development project 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, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.13. "**Development Plan**" means the Existing Development Approvals and the Existing Land Use Regulations, as those terms are defined herein, applicable to development of the Property.

1.1.14. "**Effective Date**" means the date upon which all of the following have occurred: (1) the ordinance approving this Amended and Restated Agreement becomes effective, (2) the ordinance approving the Acacia Amended and Restated Agreement becomes effective, (3) the Acacia Amended and Restated Agreement has been executed by the fee owner of the Acacia Property and delivered to the CITY within one hundred twenty (120) days following the approval (second reading) of the ordinance approving the Acacia Amended and Restated Agreement; and (4) this Amended and Restated Agreement has been executed by the fee owner of the North Palisades Property and delivered to the CITY within the later of (a) one hundred twenty (120) days following the close of escrow for acquisition of the North Palisades Property by OWNER and (b) one hundred twenty (120) days following the entitlements for the North Palisades Property becoming final and non-appealable (and in no event more than 210 days following the City's grant of entitlements for the North Palisades Property).

1.1.15. "**EIR**" means the Environmental Impact Report for the Citrus/Oleander Industrial Center as certified by the City Council, designated as State Clearinghouse number 2022110389.

1.1.16. "**Existing Development Approvals**" means all Development Approvals approved or issued on or prior to the Effective Date.

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

1.1.18. "**Fund**" has the meaning assigned to that term in Section 9.2.

1.1.19. "**General Plan**" means the Comprehensive General Plan of the City of Fontana, as such General Plan existed as of the Effective Date of this Amended and Restated Agreement.

1.1.20. "**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, timing and phasing of development, 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 North Palisades Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.21. "**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.

1.1.22. "**North Palisades Project**" the development of the North Palisades Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Amended and Restated Agreement.

1.1.23. "**North Palisades Property**" means APNs 0255-011-13, 0255-011-14, 0255-011-18, 0255-011-19 and 0255-011-25 thru 0255-011-32, which are located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue, as shown on Exhibit "A-3".

1.1.24. "**OWNER**" means the persons and entities listed as OWNER on page 1 of this Amended and Restated Agreement and their successors in interest to all or any part of the North Palisades Property.

1.1.25. "**Project**" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Amended and Restated Agreement.

1.1.26. "**Property**" means the real property described on Exhibit "A-1" as shown on to this Amended and Restated Agreement.

1.1.27. "**Public Benefit Fee**" means the public benefit fee to be paid by OWNER as described in Section 4.3 of this Amended and Restated Agreement.

1.1.28. "**Remaining Original DA Property**" means APNs 0255-021-18, and 0255-021-22 thru -24, which are located north of Santa Ana Avenue, east of Oleander Avenue, and west of Cypress Avenue, as shown on Exhibit "A-4".

1.1.29. "**Reservations of Authority**" means the rights and authority excepted from the assurances and rights provided to OWNER under this Amended and Restated Agreement and reserved to CITY under Section 3.6 of this Amended and Restated Agreement.

1.1.30. "**Subsequent Development Approvals**" means all Development Approvals required subsequent to the Effective Date in connection with development of the North Palisades Property.

1.1.31. "**Subsequent Land Use Regulations**" means any Land Use Regulations adopted and effective after the Effective Date of this Amended and Restated Agreement.

1.1.32. "**Term**" has the meaning assigned to that term in Section 2.3.

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

Exhibit “A-1” — Legal Description the Property.

Exhibit “A-2” — Legal Description the Acacia Property.

Exhibit “A-3” — Legal Description the North Palisades Property.

Exhibit “A-4” — Legal Description of Remaining Original DA Property

Exhibit “B” — Map showing Property and its location.

Exhibit “C” – Form of Assignment and Assumption Agreement

Exhibit “D” – Subsequent Development Approvals Integrated Into Vested Rights under Section 3.5

2. GENERAL PROVISIONS.

2.1 Binding Effect of Original DA.

(a) Upon the occurrence of the Effective Date, the North Palisades Property shall be subject to this Amended and Restated Agreement. OWNER agrees and acknowledges that (1) the Original DA shall remain in full force and effect unless and until the Effective Date occurs, and (2) if this Amended and Restated Agreement and/or the Acacia Amended and Restated Agreement are rescinded or invalidated for any reason, the Original DA shall remain binding upon and applicable to the North Palisades Property, its owners, and their successors in interest.

(b) Development of the North Palisades Property is hereby authorized and shall be carried out only in accordance with the terms of either this Amended and Restated Agreement (if, and for so long as, this Amended and Restated Agreement is effective and applicable to the North Palisades Property) or the Original DA.

(c) For so long as this Amended and Restated Agreement is effective and applicable to the North Palisades Property, this Amended and Restated Agreement shall supersede the Original DA in its entirety with respect to the North Palisades Property.

(d) For the avoidance of doubt, if either (1) the Acacia Amended and Restated Agreement has not been executed by the fee owner of the Acacia Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving the Acacia Amended and Restated Agreement; or (2) this Amended and Restated Agreement has not been executed by fee owner of the North Palisades Property within the later of

(a) one hundred twenty (120) days following the close of escrow for acquisition of the North Palisades Property by OWNER and (b) one hundred twenty (120) days following the entitlements for the North Palisades Property becoming final and non-appealable (and in no event more than 210 days following the City's grant of entitlements for the North Palisades Property), then this Amended and Restated Agreement shall never become effective, and the Original DA shall remain binding upon and applicable to the North Palisades Property, its owners, and their successors in interest.

2.2 Ownership of North Palisades Property. OWNER represents and covenants that it is the legal or equitable owner of the fee simple title to the North Palisades Property. Prior to CITY's execution and recordation of this Amended and Restated Agreement, OWNER shall submit to CITY reasonable proof of its fee ownership of the North Palisades Property as determined by CITY in its sole and absolute discretion.

2.3 Term. The initial term of this Amended and Restated Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Amended and Restated Agreement. Notwithstanding the foregoing, the term of this Amended and Restated Agreement may be extended for an additional five (5) years following expiration of the initial term, provided the following have occurred:

(a) OWNER provides at least ninety (90) days written notice to CITY prior to the expiration of the initial term; and

(b) OWNER shall have obtained building permits for at least sixty-seven percent (67%) of the gross area of the industrial building(s) contemplated by the North Palisades Project; and

(c) OWNER is not then in uncured default of this Amended and Restated Agreement.

The initial term and, if and upon extension, the 5-year extension, shall sometimes be referred to herein collectively as the "**Term**."

The term of this Amended and Restated Agreement shall not be considered to run and shall toll for any period in which the North Palisades Project is being challenged or litigated by a third-party.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the North Palisades Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Amended and Restated Agreement; 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 Amended and Restated 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 Amended and Restated Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the North Palisades 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 an executed agreement, in a form substantially similar to that attached hereto as Exhibit "C" which has been deemed reasonably acceptable to CITY, 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 Amended and Restated Agreement.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Amended and Restated Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Amended and Restated Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Amended and Restated Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring owner shall continue to be obligated under this Amended and Restated Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the North Palisades Property.

(b) OWNER is not then in default under this Amended and Restated Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 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 this Section.

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot within the North Palisades Property, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to CITY to release said lot from the obligations under this Amended and Restated Agreement relating to all other portions of the North Palisades Property. Within thirty (30) days of such request, CITY shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of OWNER from its duties and obligations under this Amended and Restated Agreement.

2.4.5 Termination of Amended and Restated Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot within the North Palisades Property which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Amended and Restated Agreement, this Amended and Restated Agreement shall terminate with respect to any lot within the North Palisades Property and such lot shall be released and no longer be subject to this Amended and Restated Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy or temporary certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Amended and Restated Agreement have been paid.

2.5 Amendment or Cancellation of Amended and Restated Agreement. This Amended and Restated Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of CITY or OWNER as provided by this Amended and Restated Agreement. Any amendment of this Amended and Restated Agreement which has been requested by OWNER shall only be processed and considered by the CITY upon the payment of the applicable processing charge.

2.6 Termination. This Amended and Restated Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Amended and Restated Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Amended and Restated Agreement (in which case the Original DA shall remain binding upon and applicable to the North Palisades Property, its owners, and their successors in interest).

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Amended and Restated Agreement (in which case the Original DA shall remain binding upon and applicable to the North Palisades Property, its owners, and their successors in interest).

(d) Completion of the North Palisades Project in accordance with the terms of this Amended and Restated Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Amended and Restated Agreement based on any default of OWNER and following the termination proceedings required by the Development Agreement Policies.

Termination of this Amended and Restated Agreement shall not constitute termination of any other land use entitlements or agreements approved for the North Palisades Property. Upon the termination of this Amended and Restated 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 Amended and Restated Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Amended and Restated Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Amended and Restated Agreement by OWNER to CITY buildings on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Amended and Restated 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.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (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, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. 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

Copy to:
Best, Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761
Attn: City Attorney
Telephone: (909) 989-8584
Facsimile: (909) 944-1441

If to OWNER:
North Palisade Partners, LLC
Attn: Brian Wong
303 N. Glenoaks Blvd., Suite 340
Burbank, CA 91502
Telephone: (310) 242-1612

Copy to:
Allen Matkins Leck Gamble Mallory & Natsis, LLP
Attn: Jonathan Shardlow
2010 Main Street, 8th Floor,
Irvine, CA 92614
Telephone: (949) 553-1313

(c) 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 Amended and Restated Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the North Palisades Property in accordance with, and to the extent of, the Development Plan. The North Palisades Project shall remain subject to all Subsequent Development Approvals required to complete the North Palisades Project as contemplated by the Development Plan. Except as otherwise provided in this Amended and Restated Agreement, the permitted uses of the North Palisades 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.

If the either (1) the Acacia Amended and Restated Agreement has not been executed by the fee owner of the Acacia Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving the Acacia Amended and Restated Agreement; or (2) this Amended and Restated Agreement has not been executed by the fee owner of the North Palisades Property within one hundred twenty (120) days following the approval (second reading) of the ordinance approving this Amended and Restated Agreement, then (A) OWNER shall take no action in furtherance of development of the Project without the CITY's prior written approval, which CITY may grant or withhold in its sole and absolute discretion, (B) all entitlements and approvals issued for or in connection with the Project shall be deemed automatically rescinded by CITY without further action by the CITY and without any further obligation by the CITY to the OWNER with respect thereto, and shall be null and void and of no further force or effect, and (C) CITY may, in its sole and absolute discretion, elect to take formal action to rescind any entitlements issued for or in connection with the Project; OWNER expressly waives and releases any and all rights, vested or otherwise, that it may have to object to or interfere with such formal action.

3.2 Effect of Amended and Restated Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Amended and Restated Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the North Palisades Property, the density and intensity of use of the North Palisades Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the North Palisades Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its discretion in accordance with the Development Plan, and as provided by this Amended and Restated Agreement including, but not limited to, the Reservations of Authority. 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 at which phases of the North Palisades Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since 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 the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the North Palisades 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 or the Phasing Plan set forth in Section 3.4. Notwithstanding anything to the contrary set forth in this Section 3.3 or in this Amended and Restated Agreement, CITY acknowledges that OWNER shall have no obligation to construct the North Palisades Project and that OWNER shall not be subject to any penalty nor shall CITY be entitled to

any legal or equitable remedy, including, without limitation, a claim for specific performance of this Amended and Restated Agreement, if OWNER determines not to construct the North Palisades Project for any reason.

3.4 Phasing Plan. Development of the North Palisades Property shall be subject to all timing and phasing requirements established by the Development Plan.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the North Palisades Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event 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 Amended and Restated Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as Exhibit "D" and may be further changed from time to time as provided in this Section. 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 Amended and Restated Agreement provided such change does not:

(a) Alter the permitted uses of the North Palisades Property as a whole; or,

(b) Increase the density or intensity of use of the North Palisades 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 North Palisades 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.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Amended and Restated Agreement, the following Subsequent Land Use Regulations shall apply to the development of the North Palisades Property.

(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 construction standards and specifications including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the North Palisades Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the North Palisades Property. No such subsequently adopted Development Exaction shall apply if its application to the North Palisades Property would physically prevent development of the North Palisades 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 Section 4 of this Amended and Restated Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Amended and Restated Agreement to the extent such fees fulfill the same purposes.

(e) Regulations which may be in conflict with the Development Plan, but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Amended and Restated Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the North Palisades Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the North Palisades Property.

3.6.2 Subsequent Development Approvals. This Amended and Restated Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Amended and Restated Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

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 Amended and Restated Agreement, prevent or preclude compliance with one or more of the provisions of this Amended and Restated Agreement, such provisions of this Amended and Restated Agreement shall be modified or suspended as may be necessary to comply

with such State or Federal laws or regulations, provided, however, that this Amended and Restated 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Amended and Restated Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

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 Amended and Restated 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. If OWNER is required by this Amended and Restated Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

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, 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 Amended and Restated 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 North Palisades Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the North Palisades 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 North Palisades Property separately from or jointly with CITY and this Amended and Restated Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Parcel Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the North Palisades Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

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 North Palisades Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Amended and Restated 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 Amended and Restated Agreement. Except as set forth immediately above, development of the North Palisades Property shall occur only as provided in this Amended and Restated Agreement, and the provisions in this Amended and Restated Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

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

3.13 Effect of Original DA on Remaining Original DA Property. The Original DA shall remain effective and binding as to the Remaining Original DA Property. Without limiting the foregoing, the owner of the Remaining Original DA Property shall remain obliged to fulfill the public benefit obligations set forth in Section 4 of the Original DA, undiminished by the payment of public benefit obligations under this Amended and Restated Agreement and/or under the Acacia Amended and Restated Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the North Palisades Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Amended and Restated 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 North Palisades Project.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee(s). Development Impact Fees shall be paid by OWNER. The Development Impact Fees to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Amended and Restated 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 Amended and Restated 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 Subsection 4.2.1 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 Amended and Restated 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.

4.2.3 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees.

4.3 Public Benefit Fee. Prior to the issuance of the Building Permit for any building on the North Palisades Property, as consideration for the privileges conferred by this Amended and Restated Agreement, OWNER shall pay to the CITY a public benefit fee totaling $1,709,161. Prior to issuance of a Certificate of Occupancy for a building on the North Palisades Property, as consideration for the privileges conferred by this Amended and Restated Agreement, OWNER shall pay to CITY an additional one-time public benefit fee totaling $1,709,161 (for a total public benefit fee payment in the amount of $3,418,322).

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 to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, nothing contained in this Amended and Restated 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 Periodic Review. The Planning Director shall review this Amended and Restated Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Amended and Restated Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the Planning Director, within thirty (30) days after written notice from the Planning Director. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of this Amended and Restated Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually or as deemed necessary by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Amended and Restated Agreement at any time. The Planning Director shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of this Amended and Restated Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Planning Director shall submit a report to the City Council setting forth the evidence concerning good faith compliance by OWNER with the terms of this Amended and Restated Agreement and his or her recommended finding on that issue.

(c) If the City Council finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Amended and Restated Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Amended and Restated Agreement, the Council may modify or terminate this Amended and Restated Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 7.4 of this Amended and Restated Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Amended and Restated Agreement, CITY shall give written notice to OWNER of its intention to do so. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether CITY proposes to terminate or to modify this Amended and Restated Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.5 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 Amended and Restated Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of this Amended and Restated Agreement, the City Council may terminate this Amended and Restated Agreement or modify this Amended and Restated Agreement to impose such conditions as are reasonably necessary to obtain compliance with the terms of this Amended and Restated Agreement. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Amended and Restated Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("**Certificate**") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Amended and Restated 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 a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic 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 Periodic or Special Review but was concealed from or otherwise not known to the Planning Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Amended and Restated Agreement if it were to be liable in damages under this Amended and Restated Agreement, or with respect to this Amended and Restated Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Amended and Restated Agreement, except that CITY shall not be liable in 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 damages against CITY or its agents, employees, officers, attorneys, and representatives:

(a) For any breach of this Amended and Restated Agreement or for any cause of action which arises out of this Amended and Restated Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Amended and Restated 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 Amended and Restated Agreement.

7.2 Specific Performance. Except as set forth in Section 3.3, above, the parties acknowledge that money 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 Amended and Restated Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the North Palisades Property to its natural condition once implementation of this Amended and Restated Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the North Palisades Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the North Palisades Project in agreeing to the terms of this Amended and Restated Agreement and will be investing even more significant time and resources in implementing the North Palisades Project in reliance upon the terms of this Amended and Restated Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its 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 or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Amended and Restated Agreement or because of the terms of this Amended and Restated Agreement.

7.4 Termination or Modification of Amended and Restated Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, CITY may terminate or modify this Amended and Restated Agreement for any failure of

OWNER to perform any material duty or obligation of OWNER under this Amended and Restated Agreement, or to comply in good faith with the terms of this Amended and Restated Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Amended and Restated 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, OWNER 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.

7.5 Termination of Amended and Restated Agreement for Default of CITY. OWNER may terminate this Amended and Restated Agreement only in the event of a default by CITY in the performance of a material term of this Amended and Restated 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.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Amended and Restated Agreement is consistent with the 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 Amended and Restated Agreement for any failure of CITY to perform under this Amended and Restated Agreement or the inability of OWNER to develop the North Palisades Property as contemplated by the Development Plan of this Amended and Restated 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.

8.2 Third Party Litigation Concerning Amended and Restated Agreement. OWNER shall defend, at its expense, including reasonable 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 Amended and Restated Agreement or the approval of any permit granted pursuant to this Amended and Restated 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.

8.3 Indemnity. In addition to the provisions of 8.2 above, 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 for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including reasonable 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.

8.4 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, 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 North Palisades Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including reasonable 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.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 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 forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Amended and Restated Agreement.

9. MORTGAGEE PROTECTION.

9.1 Encumbrances. The parties hereto agree that this Amended and Restated Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the North Palisades 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 North Palisades Property. CITY acknowledges that the lenders providing such financing may require certain Amended and Restated 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 Amended and Restated Agreement. Any Mortgagee of the North Palisades Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Amended and Restated Agreement nor a breach of this Amended and Restated Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the North Palisades 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 North Palisades 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 Amended and Restated 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 Amended and Restated 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 such party under this Amended and Restated Agreement.

(d) Any Mortgagee who comes into possession of the North Palisades 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 North Palisades Property, or part thereof, subject to the terms of this Amended and Restated Agreement. Notwithstanding any other provision of this Amended and Restated Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Amended and Restated 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, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Amended and Restated Agreement.

9.2. Deposit of Legal Defense Costs. In the event of any litigation or legal challenge filed against CITY as described in this Section 9, 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 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 sole and absolute discretion. For such purposes, CITY may from time to time, in CITY's sole and absolute 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.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Amended and Restated Agreement. This Amended and Restated Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code. If the parties to this Amended and Restated Agreement or their successors in interest amend or cancel this Amended and Restated Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Amended and Restated Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

10.2 Entire Agreement. This Amended and Restated 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. 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 Amended and Restated Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Amended and Restated Agreement shall be determined invalid, void or unenforceable, the remainder of this Amended and Restated 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 Amended and Restated Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Amended and Restated Agreement, including the payment of the fees set forth therein, are essential elements of this Amended and Restated Agreement and CITY would not have entered into this Amended and Restated Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Amended and Restated Agreement shall be null and void and of no force and effect whatsoever.

10.4 Governing Law; Interpretation. This Amended and Restated Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Amended and Restated 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 Amended and Restated Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Amended and Restated Agreement.

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

10.7 Joint and Several Obligations. If at any time during the term of this Amended and Restated Agreement the North Palisades Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Amended and Restated 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 Amended and Restated Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Amended and Restated Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Amended and Restated 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 with the terms of this Amended and Restated Agreement thereafter.

10.10 No Third Party Beneficiaries. This Amended and Restated 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 Amended and Restated Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Amended and Restated Agreement is caused by floods, earthquakes, epidemics, pandemics, other Acts of God, fires, wars, riots or similar hostilities, 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 Amended and Restated Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Amended and Restated Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 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.

10.13 Successors in Interest. The burdens of this Amended and Restated Agreement shall be binding upon, and the benefits of this Amended and Restated Agreement shall inure to, all successors in interest to the parties to this Amended and Restated Agreement. All provisions of this Amended and Restated 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 development of the North Palisades Property: (a) is for the benefit of and is a burden upon every portion of the North Palisades Property; (b) runs with the North Palisades Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the North Palisades Property or any portion thereof.

10.14 Counterparts. This Amended and Restated 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.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Amended and Restated Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Amended and Restated 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.

10.16 North Palisades Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the North Palisades 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 Amended and Restated Agreement. No partnership, joint venture or other association of any kind is formed by this Amended and Restated Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 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 Amended and Restated Agreement and the satisfaction of the conditions of this Amended and Restated 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 Amended and Restated Agreement to carry out the intent and to fulfill the provisions of this Amended and Restated Agreement or to evidence or consummate the transactions contemplated by this Amended and Restated Agreement.

10.18 Eminent Domain. No provision of this Amended and Restated Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 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 Amended and Restated 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 Amended and Restated 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).

10.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Amended and Restated Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Amended and Restated Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Amended and Restated Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Amended and Restated Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Amended and Restated Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Amended and Restated 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.

IN WITNESS WHEREOF, the parties hereto have executed this Development Amended and Restated Agreement on the last day and year set forth below.

OWNER

North Palisade Partners, LLC
a Delaware Limited Liability Company

By: _____
Brian Wong
Its: Managing Director

Dated: _____

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 and title of the officer)

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)**

CITY:

CITY OF FONTANA, a California municipal corporation

By:_____
Acquanetta Warren, Mayor

Dated: _____

By: _____
Matthew C. Ballantyne, City Manager

ATTEST:

By:_____
Germaine Key, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

_____
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 and title of the officer)

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)**

5703203.2
27967-940

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE PROPERTY

TENTATIVE PARCEL MAP NO. 20707

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

BEING A CONSOLIDATION OF PARCELS 1, 2 AND 3 OF PARCEL MAP 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 22, PAGE 80 OF PARCEL MAPS, TOGETHER WITH A PORTION OF THE WEST HALF OF FARM LOT 758 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TENTATIVE PARCEL MAP NO. 20708

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

BEING A CONSOLIDATION OF THE EAST 10 ACRES OF FARM LOT 757 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TRAPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TENTATIVE PARCEL MAP NO. 20709

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

BEING A CONSOLIDATION OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMTI-TRAPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, TOGETHER WITH PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 5352, AS PER MAP FILED IN BOOK 51, PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A-2"

LEGAL DESCRIPTION OF THE ACACIA PROPERTY

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:

THE EAST ONE HALF OF THE WEST ONE HALF OF FARM LOT 758, 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, RECORDS OF SAID COUNTY.

(AREAS AND DISTANCES COMPUTED TO STREET CENTERS.)

For conveyancing purposes only: APN 0255-021-17-0-000

EXHIBIT “A-3”

LEGAL DESCRIPTION OF THE NORTH PALISADES PROPERTY

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

PARCEL A: (APN 0255-011-13)
THE EAST 3 ACRES OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF FARM LOT 757, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, 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. THE ACREAGE OF THE ABOVE DESCRIBED REAL PROPERTY IS COMPUTED TO THE CENTER OF ALL STREETS AND ROADS AS SHOWN ON SAID MAP.

PARCEL B: (APN 0255-011-14)
THE WEST 2 ACRES OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF LOT 757, 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, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY. THE AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP.

PARCEL D: (APN 0255-011-18)
THE EAST 1/2 OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757, ACCORDING TO THE 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.

PARCEL E: (APN 0255-011-19)
THE WEST ONE-HALF OF THE EAST 3 ACRES OF THE WEST 8 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL F: (APN 0255-011-25)
THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISIONS 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, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.EXCEPTING THEREFROM THE NORTH 450 FEET. ALSO EXCEPTING THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. ALSO EXCEPTING THEREFROM THE NORTH 14 FEET OF THE SOUTH 44 FEET.AREA AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL G: (APN 0255-011-26)
THE SOUTH 150 FEET OF THE NORTH 450 FEET OF THE EAST 5 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11, PAGE 12, RECORDS OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. AREAS AND DISTANCES OF ABOVE PROPERTY ARE COMPUTED TO THE CENTER OF THE ADJOINING STREETS SHOWN ON SAID MAP.

PARCEL H: (APN 0255-011-27)
THE SOUTH 150 FEET OF THE NORTH 300 FEET OF THE EAST 5 ACRES OF FARM LOT 757, 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 PLAT RECORDED IN BOOK 11, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET THEREOF.

PARCEL I: (APN 0255-011-28)
THE NORTH 150 FEET OF THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.EXCEPT THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET. AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN ON SAID MAP.

PARCEL J: (APN 0255-011-29)
PARCEL 1 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 OF PARCEL MAPS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL K: (APN 0255-011-30)
PARCEL 2 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 51 PAGE 89, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2, AS CONVEYED TO THE CITY OF FONTANA, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JULY 29, 2010 AS INSTRUMENT NO. 2010-0304886, OF OFFICIAL RECORDS.

PARCEL L: (APN 0255-011-31)
PARCEL 3 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY RECORDER.

PARCEL M: (APN 0255-011-32)
PARCEL 4 OF PARCEL MAP NO. 5352, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY RECORDER.

EXHIBIT "A-4"

LEGAL DESCRIPTION OF THE REMAINING ORIGINAL DA PROPERTY

LEGAL DESCRIPTION

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

THE EAST 5 ACRES OF FARM LOT 757, ACCORDING TO MAP SHOWING SUBDIVISIONS 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, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 450 FEET.

ALSO EXCEPTING THEREFROM THE WEST 3 FEET OF THE EAST 33 FEET.

ALSO EXCEPTING THEREFROM THE NORTH 14 FEET OF THE SOUTH 44 FEET.

NOTE: AREA AND DISTANCES COMPUTED TO STREET CENTERS.

APN: **0255-011-25**

0255-021-18

LEGAL DESCRIPTION:

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

THE SOUTH 240 FEET OF THE WEST, 1/2 OF THE WEST 1/2 OF LOT 758, 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, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

0255-021-22

LEGAL DESCRIPTION:

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

PARCEL NO. 1 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 80, RECORDS OF SAID COUNTY.

0255-021-23

LEGAL DESCRIPTION:

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

PARCEL 2 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 22 OF PARCEL MAPS, PAGE 80, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

0255-021-24

LEGAL DESCRIPTION:

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

PARCEL NO. 3 OF PARCEL MAP NO. 1778, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT FILED IN BOOK 22, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

MAP SHOWING THE PROPERTY AND ITS LOCATION



EXHIBIT “C”

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[SEE FOLLOWING PAGES]

Recording Requested by and
When Recorded Return To:

_____
_____
_____
_____

(Space above this line for recorder's use only)

DOCUMENTARY TRANSFER TAX: $-0- (No consideration)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made and entered into as of _____, 202_, by and between _____ ("**Assignor**") and _____ ("**Assignee**") having an address at _____, with reference to the following recitals.

RECITALS

A. Assignor was the owner of approximately ____ gross acres of land area located in the City of Fontana, County of San Bernardino, State of California, more particularly described in Exhibit "A" attached hereto ("**Project Site**").

B. Assignor and the City of Fontana, a California municipal corporation ("**City**"), are parties to that certain "First Amendment and Restatement of Development Agreement No. 23-085, Applicable to the _____ Property", dated _____ (the "**Development Agreement**"), relating to the development of the Project Site (the "**Project**"). The Development Agreement is recorded as instrument _____ in San Bernardino County Official Records.

C. Assignor has transferred a portion of the Project Site, generally described as _____ and more particularly described in Exhibit "B" attached hereto (the "**Assigned Property**") to Assignee in accordance with the terms of a grant deed and (iv) retained ownership of the remainder of the Project Site, consisting of _____ (the "**Retained Property**"). *[NTD: IF THE ASSIGNMENT IS A FULL ASSIGNMENT, THEN PROVISIONS RELATING TO RETAINED OBLIGATIONS WILL BE REMOVED]*

D. In accordance with Section 2.4 of the Development Agreement, Assignor desires to assign all rights and obligations of Assignor under the Development Agreement as to the Assigned Property ("**Assigned Property Rights and Obligations**")

and (ii) retain, as the owner of the Retained Property, all remaining obligations under the Development Agreement (the "**Retained Property Rights and Obligations**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date. This Agreement shall not be deemed to be effective unless and until the transfer of title to the Assigned Property from Assignor to Assignee occurs, as evidenced by the recordation of a grant deed in the San Bernardino County Official Records conveying the Assigned from Assignor to Assignee (the date of recordation of such grant deed, the "**Effective Date**").

2. Assignment of Development Agreement. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's rights, title, obligations, and interests in the Assigned Property Rights and Obligations. This Agreement is only intended to assign the Assigned Property Rights and Obligations and does not assign any other rights or obligations under the Development Agreement. Assignor makes no representation or warranties, express or implied, to Assignee concerning the Development Agreement, except as provided herein.

3. Assumption of Responsibilities. Assignee hereby assumes, as of the Effective Date, the Assigned Property Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Property Rights and Obligations and to be subject to all of the terms and conditions of the Development Agreement with respect to the Assigned Property Rights and Obligations, in each case to the extent arising on or after the Effective Date. Assignor and Assignee acknowledge and agree that, from and after the Effective Date, Assignee shall be the "Owner" under the Development Agreement with respect to the Assigned Property and the Assigned Property Rights and Obligations.

4. Amendments. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the parties hereto, acknowledged and approved by the City, and recorded in the Official Records for San Bernardino County, California.

5. Governing Law; Venue. This Agreement and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law. All rights and obligations of the Parties under this Assignment are to be performed in the City of Fontana, and the County of San Bernardino shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

6. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

7. Further Assurances. Each party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Agreement provided the same does not increase such party's obligations and liabilities or reduce such party's rights under this Agreement and/or the Development Agreement other than to a de minimis extent.

8. Authority of Signatories to Bind Principals. The persons executing this Agreement on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Agreement and (ii) their respective principals are properly and duly organized and existing under the laws of _____, and are permitted to do business in, the State of California.

9. No Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

10. Interpretation. The parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both parties, and the parties agree that since both have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.

11. Recordation. Assignor and Assignee shall record this Agreement against the Assigned Property in the Official Records contemporaneously with the recordation of the instrument conveying title to the Assigned Property to Assignee and prior to the lien of any security interest that will encumber the Assigned Property after the conveyance.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date set forth above.

"Assignor"	"Assignee"
_____	_____
a _____ limited liability company	a _____ limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT “A”

Project Site Legal Description

EXHIBIT “B”

Assigned Property Legal Description

EXHIBIT "D"

SUBSEQUENT DEVELOPMENT APPROVALS INTEGRATED INTO VESTED RIGHTS UNDER SECTION 3.5

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

Si desea información en Español referente a esta notificación 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 (MCN) NO. 23-0100-R1: DEVELOPMENT AGREEMENT (AGR) NO. 23-0085-R1

A request for the First Amendment to and Restatement of Development Agreement No. 23-0085, Applicable to the Acacia Property, located north of Santa Ana Avenue east of Oleander Avenue, and west of Cypress Avenue.

Environmental Determination: Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, the Citrus and Oleander Avenue at Santa Ana Avenue Program Environmental Impact Report (EIR) (State Clearinghouse [SCH] No. 2022110389) has been prepared for the project. The aforementioned EIR was adopted by the City Council on November 15, 2023, and it anticipated the development of a warehouse building and development agreement and also adequately identified any potential impacts associated with this project. No new additional impacts beyond what was anticipated in the EIR mentioned above were identified.

Location of Property: The project site is located north of Santa Ana Avenue and east of Oleander Avenue, and west of Cypress Avenue



Date of Hearing: April 21, 2026

Place of Hearing: Steelworkers Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 pm

Should you have any questions concerning this project, please contact DiTanyon Johnson, Planning Manager, at (909) 350-6678 or by email at djohnson@fontanaca.gov

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU

FONTANA
CALIFORNIA

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: April 10, 2026
S.B. Sun Newspaper

FONTANA
CALIFORNIA

NOTICE PUBLIC HEARING

Si desea información en Español referente a esta notificación 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 (MCN) NO. 23-0100-R2: DEVELOPMENT AGREEMENT (AGR) NO. 23-0085-R2

A request for the First Amendment to and Restatement of Development Agreement No. 23-0085, Applicable to the North Palisades Property, located north of Santa Ana Avenue, east of Citrus Avenue, and west of Oleander Avenue

Environmental Determination: Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, the Citrus and Oleander Avenue at Santa Ana Avenue Program Environmental Impact Report (EIR) (State Clearinghouse [SCH] No. 2022110389) was prepared for the project. The aforementioned EIR was adopted by the City Council on November 15, 2023, and it anticipated the development of a warehouse building and development agreement and also adequately identified any potential impacts associated with this project. No new additional impacts beyond what was anticipated in the EIR mentioned above were identified.

Location of Property: The project site is located north of Santa Ana Avenue, east of Citrus Avenue and west of Oleander Avenue

Date of Hearing: April 21, 2026

Place of Hearing: Steelworkers Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 pm



Should you have any questions concerning this project, please contact DiTanyon Johnson, Planning Manager, at (909) 350-6678 or by email at djohnson@fontanaca.gov

ATTACHMENT NO. 7

FONTANA
CALIFORNIA

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION AT THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

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: April 10, 2026
S.B. Sun Newspaper

File #: 26-0939
Agenda #: DC-A

Agenda Date: 4/21/2026
Category: Director Comments

Director’s Communications: Upcoming City Council and Planning Commission memos.

FONTANA
CALIFORNIA

MEMORANDUM

TO: **Planning Commission**

FROM: **Patty Nevins, Director of Planning** PN

RE: **Agenda for Upcoming City Council Items**

DATE: **April 21, 2026**

The items listed below are for agenda forecast purposes and are subject to change.

CITY COUNCIL MAY 12, 2026	**PLANNER**	**PLACEMENT**

1. APL#26-0001
   (MCN#18-000053; TPM#18-000005 (TPM No. 19950)
   Appeal of Planning Commission approval of the development of two (2) industrial commerce center facilities of approximately 71,985 total square feet
   Hilton Drive — Alexia Barberena — Public Hearing

FONTANA
CALIFORNIA

MEMORANDUM

TO: **Planning Commission**

FROM: **Patty Nevins, Director of Planning** PN

RE: **Agenda for Upcoming Planning Commission Items**

DATE: **April 21, 2026**

The items listed below are for agenda forecast purposes and are subject to change.

PLANNING COMMISSION MAY 5, 2026	**PLANNER**	**PLACEMENT**
1. MCN#21-0106R1; DRP#21-0042R1 Site Plan and Architectural Revision to previously approved FBC rowhouse project 8162 Calabash Avenue	Alejandro Rico	Public Hearing
2. MCN#25-0040; DRP#25-0011; TTM#20787 (TTM#25-0002) Subdivision and development of 37 single-family dwellings 7866 Citrus Avenue	Alejandro Rico	Public Hearing
3. MCN#19-000016; AGR#24-0005 Amendment to previously approved Development Agreement for GLC Fontana III, LLC 11010 Juniper Avenue	Rina Leung	Public Hearing