City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Resolution No. PC 2026-025

Tuesday, August 4, 2026
6:00 PM

Steelworkers' Auditorium

Planning Commission

Joe Armendarez, Chair
Ricardo Quintana, Vice Chair
Torrie Lozano, Secretary
Dylan Keetle, Commissioner
Gilbert Roldan, Commissioner

Welcome to a meeting of the Fontana Planning Commission.

Welcome to a meeting of the Fontana Planning Commission. Meetings are held at the Steelworkers' 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.

The City provides automated live translation services during City Council meetings. To request additional language assistance, please contact the City Clerk's Office at (909) 350-7602. La Ciudad ofrece servicios automatizados de traducción en vivo durante las reuniones del Concejo Municipal. Para solicitar asistencia adicional en otros idiomas, comuníquese 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, en

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.

A. Approval of Minutes

Approve the Regular Planning Commission Meeting Minutes of July 21, 2026.

CC-A Approval of Minutes of July 21, 2026. **26-1183**

Attachments: Draft Planning Commission Minutes of July 21, 2026

Approve Consent Calendar Item 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) 25-0051: Tentative Tract Map No. 25-0003 (TTM No. 20839), and Design Review (DRP) No. 25-0020, a request to subdivide approximately 3.5 acres into forty-six (46) lots for a new a residential development, including two (2) affordable residences, and a request for site and architectural approval for construction of 46-residential units within 23 duplex buildings and associated site improvements along with an Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions for the property located at 14907 South Highland Avenue and identified as Assessor's Parcel Number 0228-021-07, pursuant to a Categorical Exemption in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15332. **26-1154**

RECOMMENDATION:
The applicant has requested, and staff recommends, that the Planning Commission continue this item to the August 18, 2026, meeting.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Alta Loma, CA 91701

LOCATION:
The project site is located at 14907 South Highland Avenue (APN: 0228-021-07)

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

PH-B **Master Case No. 21-000060: Conditional Use Permit No. 21-000011 and Administrative Site Plan No. 21-000032 - a request to allow a registered vehicle storage use and a request for site and architectural approval for the development of a registered vehicle storage site and an associated office of approximately 5,000 square feet along with site improvements on approximately 2.2 acres located at 10610 Live Oak Avenue, identified as Assessor Parcel Number 0236-141-01, pursuant to a categorical exemption in accordance with CEQA Guidelines section 15332.** **26-1174**

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. Determine that the project is Categorically Exempt pursuant to Section No. 15332 (Class No. 32, Infill Development), and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and

2. Approve Conditional Use Permit No. 21-000011; and

3. Approve Administrative Site Plan No. 21-000032.

APPLICANT:
Vess Vassilev

Varna Trucking Inc.
9654 Cordero Road
Tujunga, CA 91042

LOCATION:
The project site is located at 10610 Live Oak Avenue, (APN: 0236-141-01).

PROJECT PLANNER:
Alejandro Rico, 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 Exemption
Attachment No. 5 - Notice of Public Hearing

PH-C **Master Case No. 25-0040: Tentative Tract Map No. 25-0002 (TTM No. 20787) and Design Review No. 25-0011, a request to subdivide one parcel into 37 parcels for a single-family development including a density bonus for three (3) affordable residences, and a request for site and architectural review for the construction of 37 residential units and associated site improvements and an Affordable Housing Density Bonus Agreement together with related Covenants, Conditions & Restrictions providing for a minimum of three (3) affordable units in accordance with the state density bonus law, on approximately 5.29 acres located at 7844 Citrus Avenue, Assessor Parcel Number 1110-361-10, pursuant to the previously adopted General Plan Environmental Impact Report (State Clearinghouse No. 2016021099) and pursuant to CEQA Guidelines Sections 15162 and 15183.** **26-1151**

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. Find that the previously adopted General Plan Environmental Impact Report (State Clearinghouse No. 2016021099) approved on November 13, 2018, has adequately identified the impacts associated with the Project, no further review is required pursuant to Section 15162 and 15183 of the California Environmental Quality Act and Section 8.10 of the

2019 Local Guidelines for Implementing CEQA, and direct staff to file a Notice of Exemption; and,

2. Approve Tentative Tract Map No. 25-0002 (TTM No. 20787); and,

3. Approve Design Review (DR) No. 25-0011; and,

4. Recommend approval to the City Council for the associated "Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions".

APPLICANT:
RC Homes Inc.
550 North Larchmont Boulevard, Suite #201
Los Angeles, CA 90004

LOCATION:
The project site is located at 7844 Citrus Avenue, (APN: 1110-361-10).

PROJECT PLANNER:
Alejandro Rico, Associate Planner

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

PH-D **Master Case No. (MCN) 25-0088: Tentative Tract Map No. 25-0008 (TTM No. 20863), and Design Review No. 25-0037, a request to establish a condominium map for a multi-family residential development, and a request for site and architectural approval for construction of a new multi-family condominium complex development consisting of 108 townhome units, within eighteen (18) buildings, with associated site improvements, on approximately 6.7 acres located near the northwest corner of Baseline Avenue and Palmetto Avenue, identified as Assessor Parcel Numbers 0240-161-29, -33, -36, and -37), pursuant to the previously adopted FEIR for the Walnut Village Specific Plan (SCH No. 202305027).** **26-1181**

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 has been reviewed under a previous Final Environmental Impact Report (State Clearinghouse No. 202305027), pursuant to Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file a Notice of Determination;

2. Approve Tentative Tract No. 25-0008 (TTM No. 20863); and

3. Approve Design Review (DRP) No. 25-0037.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Alta Loma, CA 91701

LOCATION:
The project site is located adjacent to the northwest corner of Baseline Avenue and Palmetto Avenue, (APNs: 0240-161-29, -33, -36, and -37).

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

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

UNFINISHED BUSINESS:

A. None

NEW BUSINESS:

A. None

DIRECTOR COMMUNICATIONS:

A. Director Communications:

DC-A Upcoming cases scheduled for City Council and Planning Commission. **26-1184**

An update of future City Council agenda items for August 11, 2026 and August 25, 2026 for the Planning Commission's information.

An update of future Planning Commission agenda items for August 18, 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, August 18, 2026 at 6:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

File #: 26-1183
Agenda #: CC-A

Agenda Date: 8/4/2026
Category: Consent Calendar

FROM:
Planning

TITLE:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the Regular Planning Commission Meeting of July 21, 2026.

DISCUSSION:
The Planning Commission will consider approval of the minutes of a Regular Planning Commission meeting of July 21, 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
Gilbert Roldan, Commissioner
Dylan Keetle, Commissioner

Tuesday, July 21, 2026 **6:00 P.M.** **Steelworkers‘ Auditorium**

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, July 21, 2026. Chair Armendarez called the meeting to order at 6:04 p.m.

Present: Chair Armendarez, Vice Chair Quintana and Secretary Lozano

Absent: Commissioners Keetle and Roldan

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

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

PUBLIC COMMUNICATIONS:

A. Public Communications:

None.

CONSENT CALENDAR:

A. Approval of Minutes:

Approve the Regular Planning Commission Meeting Minutes of June 16, 2026.

ACTION: A Motion was made by Vice Chair Quintana and seconded by Secretary Lozano and passed by a vote of 3-0 to approve the Consent Calendar.

The motion carried by the following vote:

Aye: Chair Armendarez, Vice Chair Quintana and Secretary Lozano

Absent: Commissioners Keetle and Roldan

Abstain: None

PH-A Master Case No. (MCN) 25-0064: Tentative Tract Map No. 25-0007 (TTM No. 20852), and Design Review (DRP) No. 25-0029, a request to subdivide 3.75 acres into 26 parcels and two (2) lettered lots for residential development including a density bonus for 2 affordable residences, and a request for site and architectural approval for construction of 26 detached residential units and associated site improvements and an Affordable Housing Density Bonus Agreement together with related covenants, conditions & Restrictions providing for a minimum of two affordable units in accordance with the state density bonus law, on approximately 3.75 acres located at 7844 Alder Avenue, identified as Assessor Parcel Numbers 0190-301-12, -21, -37, -40, -41 and -42, pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Moises Lomeli, Assistant Planner, presented the staff report and noted a memorandum which included two additional conditions of approval for the proposed entitlements. Staff also noted a proposed change to the Affordable Housing Density Bonus Agreement to remove restrictions on accessory dwelling units (ADUs).

Secretary Lozano asked about access to the proposed community. Staff confirmed that the development will have a single access point from the west side of Alder Avenue. Vice Chair Quintana inquired about the removal of language prohibiting accessory dwelling units (ADUs) from the Affordable Housing Density Bonus Agreement. Staff explained that the restriction was removed because ADUs are permitted under state law, and the agreement cannot include provisions that prohibit or restrict them.

The applicant, Chris Courtney, representing Monte Vista Homes, acknowledged that he had read and understood all Conditions of Approval and provided an overview of the project. The applicant thanked City staff for their assistance, explained that the gated community was designed to meet fire access requirements while providing a park and tot lot for residents. The applicant also stated that the project will include two- and three-bedroom homes, that the company intends to retain ownership and maintain the property, and that construction is anticipated to begin around February, pending approvals.

No one 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 recommends that the Planning Commission adopt Resolution No. PC 2026-024; and,

1. **Determine that the Project is categorically exempt pursuant to Section 15332 (Class 32, Infill Development), and Section 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing CEQA, and direct staff to file a Notice of Exemption;**

2. **Approve Tentative Tract No. 25-0007 (TTM No. 20852);**

3. **Approve Design Review (DRP) No. 25-0029;**

4. **Recommend approval to the City Council for the associated "Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions, and Restrictions.**

ACTION: Motion was made by Vice Chair Quintana and second by Secretary Lozano and passed by a vote of 3-0 to approve Public Hearing Item "A"; Adopt Resolution No. PC 2026-024 with amended conditions of approval.

The motion carried by the following vote:

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

PH-B Master Case No. (MCN) 25-0071: Tentative Tract Map No. 26-0005 (TTM No. 20856), and Design Review No. 25-0031 - A Tentative Tract Map request to establish eight (8) condominiums and a Design Review request for site and architectural approval for the construction of an eight unit multi-family development and associated site improvements for property located at 8202 Wheeler Avenue and identified as Assessor Parcel Number 0192-021-07, pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

No one spoke in favor or in opposition.

Staff recommend that the Planning Commission continue the project to a date certain of August 18, 2026.

RECOMMENDATION:

Staff recommend that the Planning Commission continue this item to a date certain of August 18, 2026.

ACTION: Motion was made by Secretary Lozan and seconded by Vice Chair Quintana and passed by a vote of 3-0 to continue Public Hearing Item "B" to the August 18, 2026 Regular Planning Commission meeting.

The motion carried by the following vote:

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

DIRECTOR COMMUNICATIONS:

A. Director Communications:

None.

COMMISSION COMMENTS:

A. Public Communication Commission Comments:

Secretary Lozano thanked Assistant Planner, Lomeli for his presentation and expressed appreciation for the Planning staff for their continued support. Secretary Lozano also encouraged everyone to stay safe, keep cool, and stay hydrated, and wished everyone a pleasant evening.

Vice Chair Quintana thanked Planning staff for the thorough staff report and their continued efforts to help the Planning Commission understand complex planning matters. He extended birthday wishes to Director Nevins. Vice Chair Quintana also commented that the presentation provided valuable clarification and assisted him in making an informed decision on the project. He expressed appreciation for the additional guidance provided by staff and voiced support for streamlining the development review process to help address the housing crisis. He stated that he looks forward to reviewing more projects that utilize these state housing provisions.

Chair Armendarez thanked Planning staff for their diligence and professionalism in guiding the Planning Commission through evolving state laws affecting land use and development. He recognized the department's ongoing efforts to work collaboratively with developers to facilitate high-quality projects while maintaining the City's standards. Chair Armendarez expressed support for continuing to streamline the development process to help address both affordable housing needs and the broader housing shortage. He also commended the City's commitment to fostering quality development, supporting the community, and maintaining Fontana's reputation as a city that is open for business.

ADJOURNMENT:

Chair Armendarez adjourned the meeting at 6:28 p.m. to the next Regular Planning Commission Meeting on Tuesday, August 4, 2026, at 6:00 p.m. in the Steelworkers' Auditorium at 8437 Sierra Avenue, Fontana, California.

_____
Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 6th DAY OF AUGUST 2026.

_____
Joseph Armendarez
Chair

File #: 26-1154
Agenda #: PH-A

Agenda Date: 8/4/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. (MCN) 25-0051: Tentative Tract Map No. 25-0003 (TTM No. 20839), and Design Review (DRP) No. 25-0020, a request to subdivide approximately 3.5 acres into forty-six (46) lots for a new a residential development, including two (2) affordable residences, and a request for site and architectural approval for construction of 46-residential units within 23 duplex buildings and associated site improvements along with an Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions for the property located at 14907 South Highland Avenue and identified as Assessor's Parcel Number 0228-021-07, pursuant to a Categorical Exemption in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15332.

RECOMMENDATION:
The applicant has requested, and staff recommends, that the Planning Commission continue this item to the August 18, 2026, meeting.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Alta Loma, CA 91701

LOCATION:
The project site is located at 14907 South Highland Avenue (APN: 0228-021-07)

REQUEST:
Tentative Tract Map No. 25-0003 (TTM No. 20839) - A request to subdivide approximately 3.5 acres into forty-six (46) parcels and two (2) lettered lots for a residential development.

Design Review No. 25-0020 - A request for site and architectural review and approval for the construction of 46 new residential units, including two (2) affordable residences, within 23 duplex buildings, and associated amenities and site improvements along with an Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions on approximately 3.5 acres.

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

File #: 26-1174
Agenda #: PH-B

Agenda Date: 8/4/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 21-000060: Conditional Use Permit No. 21-000011 and Administrative Site Plan No. 21-000032 - a request to allow a registered vehicle storage use and a request for site and architectural approval for the development of a registered vehicle storage site and an associated office of approximately 5,000 square feet along with site improvements on approximately 2.2 acres located at 10610 Live Oak Avenue, identified as Assessor Parcel Number 0236-141-01, pursuant to a categorical exemption in accordance with CEQA Guidelines section 15332.

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. Determine that the project is Categorically Exempt pursuant to Section No. 15332 (Class No. 32, Infill Development), and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and

2. Approve Conditional Use Permit No. 21-000011; and

3. Approve Administrative Site Plan No. 21-000032.

APPLICANT:
Vess Vassilev
Varna Trucking Inc.
9654 Cordero Road
Tujunga, CA 91042

LOCATION:
The project site is located at 10610 Live Oak Avenue, (APN: 0236-141-01).

REQUEST:
Conditional Use Permit (CUP) No. 21-000011 - A request to allow a Registered Vehicle Storage use on the project site.

Administrative Site Plan (ASP) No. 21-000032 - A request for the site and architectural approval of a registered vehicle storage site and an associated office of approximately 5,000 square feet along with site improvements on an approximately 2.2-acre site.

PROJECT PLANNER:

Alejandro Rico, Associate Planner

BACKGROUND INFORMATION:

Land Use Table

	General Plan	Zoning/Specific Plan	Existing Use
Site	General Industrial (I-G)	SWIP (Southwest Industrial Park) Slover Central Manufacturing District (SCD)	Vacant
North	General Industrial (I-G)	SWIP (Southwest Industrial Park) Slover Central Manufacturing District (SCD)	Industrial Commerce Center and Church
South	General Industrial (I-G)	SWIP (Southwest Industrial Park) Slover Central Manufacturing District (SCD)	Van Matre Lumber Company
East	General Industrial (I-G)	SWIP (Southwest Industrial Park) Slover Central Manufacturing District (SCD)	Live Oak Avenue Railroad Tracks Old Castle Infrastructure
West	General Industrial (I-G)	SWIP (Southwest Industrial Park) Slover Central Manufacturing District (SCD)	General Auto Dismantler

PROJECT DESCRIPTION:

A. Site Area: Approximately 2.2 acres

B. Site Coverage
FAR Provided 5 percent

C. Building Analysis:
Office Building Approximately 5,000 square feet

D. Parking Analysis:
Vehicle Spaces Required: 19 spaces
Proposed: 37 spaces

E. Landscaping:
Minimum Required: 15 percent 14,216 square feet
Proposed: 22.2 percent 18,922 square feet

ANALYSIS:

The applicant is requesting that the Planning Commission review and approve Conditional Use Permit No. 21-000011 and Administrative Site Plan No. 21-000032 to allow a registered vehicle storage use and for the site and architectural approval of an associated office of approximately 5,000 square feet along with site improvements.

The project site was previously used as an equipment repair business, which has now vacated the site.

Conditional Use Permit (CUP) No. 21-011
The Conditional Use Permit is for the establishment of Registered Vehicle Storage use on the property. The applicant is proposing to store trucks on site. The truck drivers would leave their cars on site while driving the trucks, returning the same day. The Southwest Industrial Park Specific Plan (SWIP) allows for this use with approval of a Conditional Use Permit. The site has been designed to adequately accommodate the trucking and vehicular circulation, parking, and storage and to screen the uses from public view.

Administrative Site Plan No. 21-032
As part of this Project the existing metal building will be demolished and a new 5,000 square foot office building will be constructed with associated on and off-site improvements. This office building will be used by administrative staff for Varna Trucking Inc. The architectural features for the proposed building will feature an exterior color palette in a neutral color scheme with regal blue roof and trim, stucco coated exterior, metal and weathered copper façade fascia and roof well, and aluminum bronze framed windows. The variations to the building face, varying rooflines, and tower elements at maximum twenty-one (21) feet two (2) inches in height, will make the project architecturally pleasing and be consistent with the surrounding area.

The project site is physically suitable in size and shape to support the development of the proposed industrial project, and the surrounding uses are primarily industrial. There is a church located directly to the north, however as part of the development a new block wall be installed adjacent to the church to minimize any impact. Applicable building, zoning, and fire codes and standards will be met and make for a safe, attractive, and well-designed project. The project design incorporates safety measures for automobiles and pedestrians in the area

Grading/Walls:
The topography of the Project Site is relatively flat. The existing drainage pattern is from north to south; the proposed drainage pattern is from north to south-east. An existing six-foot-high stacked block wall is located along the northern property line. A six-foot foot-high tubular steel fence will be installed along the property line along all property lines. The portion of the northern property line adjacent to an existing church will have an eight-foot-high block wall. A twelve-foot-high wall/planter screening wall will be constructed on the interior to screen the truck parking.

Site Access/Circulation:
Vehicle access to the Project Site is provided by a northern driveway with a rolling gate on Live Oak Avenue. A second entry point with a rolling gate will be located south of this driveway and will incorporate decorative pavers at the truck driveway entry point.

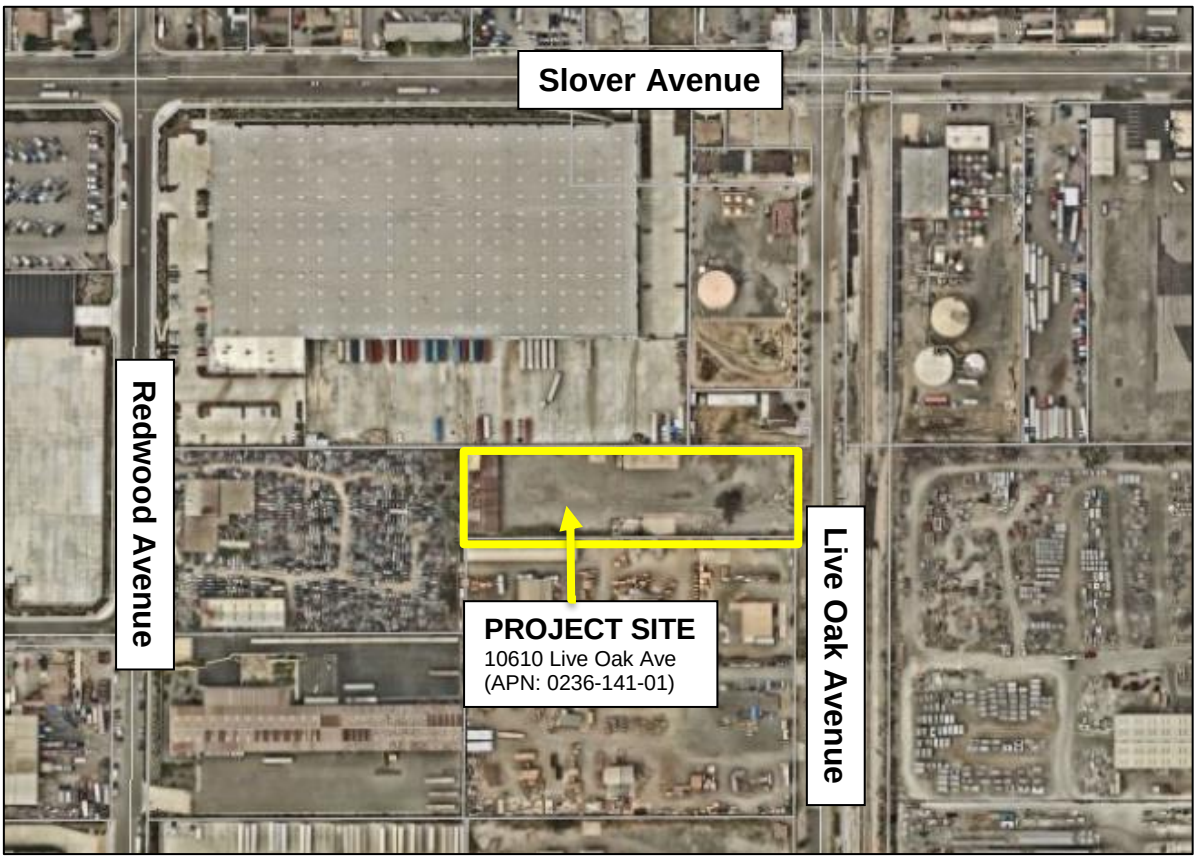
Environmental:
The project is Categorically Exempt pursuant to Section No. 15332, (Class No. 32, In-Fill Development Project) of the California Environmental Quality Act (CEQA) and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing CEQA. This project site meets the CEQA requirements of In-Fill as follows: (1) The project is consistent with the General Industrial (I-G) General Plan land use designation and the Southwest Industrial Park Specific Plan

and associated Slover Central Manufacturing District (SCD); (2) The project site is less than five (5) acres at approximately 2.2 acres; (3) The project site is not within any known sensitive or threatened habitat area; (4) The project site will not have any significant effect related to traffic, noise, air quality, or water quality; and (5) There are adequate public utilities services for the development of the proposed industrial 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 Plans
Attachment No. 3 - Planning Commission Resolution, Findings, and Conditions of Approval
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Notice of Public Hearing

CITY OF FONTANA PLANNING DEPARTMENT



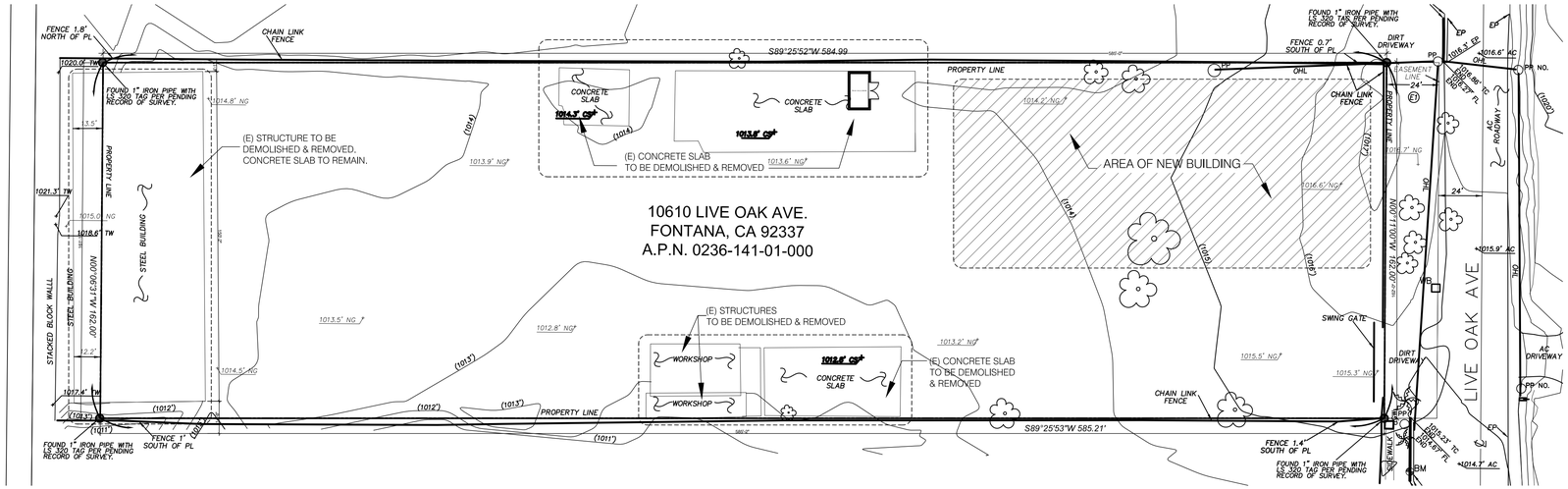
N

VICINITY MAP

DATE: August 4, 2026

CASE: Master Case No. 21-000060
Conditional Use Permit No. 21-000011
Administrative Site Plan No. 21-000032

ATTACHMENT NO. 1



1 (E) SITE PLAN W/SURVEY
3/32" = 1'-0"

VARNA OFFICES

OWNER:
VESS VASSILEV
VARNA TRUCKING INC.
9654 CORDERO ROAD TUJUNGA, CA 91042
varna.truckinginc@gmail.com

PROJECT ADDRESS:
10610 LIVE OAK AVE, FONTANA, CA 92337

LEGAL DESCRIPTION:
APN: 0236-141-01000
S T L AND W CO S B L N 165 FT E 720 FT LOT 946 EX ST AND EX E 90 FT FOR RR R/W AND CO RD ***** 6/2/97 #97-194873 ST *****

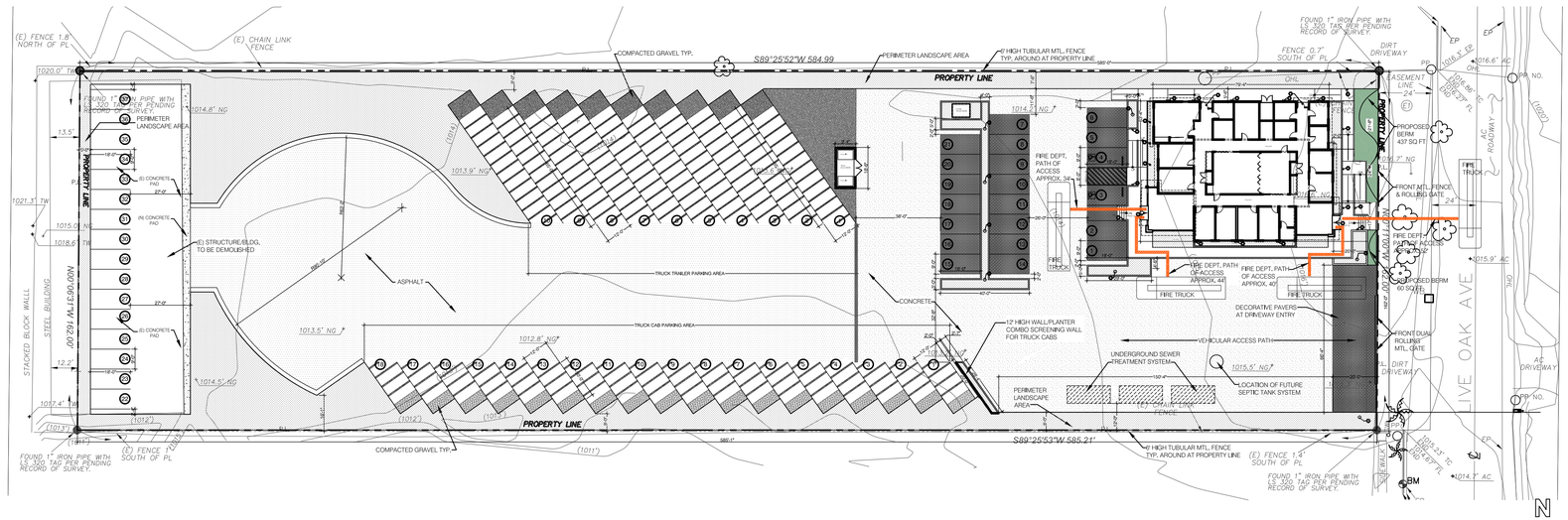
SCOPE OF WORK:
NEW 5,000 SQ.FT. TRUCK MANAGEMENT OFFICES WITH ANCILLARY SUPPORT SPACES.

PROJECT DATA:

ZONE:	SOUTHWEST INDUSTRIAL PARK
LOT SHAPE:	RECTANGULAR
LOT AREA:	94,776.91 SQ.FT. *(AS SURVEYED)*
OCCUPANCY:	F-1
TYPE:	V-B
PROPOSED BLDG:	5,000.00 SQ.FT.
PARKING:	21 STALLS 2 HANDICAP 20 9'x18' STANDARD

KEY NOTES:
1. CAN LIGHTING
2. WALL SCONCE
3. WALL SCONCE ON PLANTERS
4. LIGHTING INSIDE PLANTERS
5. LIGHT POST
6. LIGHT POST + DIRECTIONAL LIGHTING

NO EXISTING LIGHTING LOCATED ON PROPERTY. EXISTING STREET LIGHTING POST IS APPROX. 200FT NORTH FROM PL



2 PROPOSED SITE PLAN
1/32" = 1'-0"

Attachment No. 2 - Project Plan Set

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-27
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

ADDRESS:
10610 LIVEOAK AVE
FONTANA, CA 92337

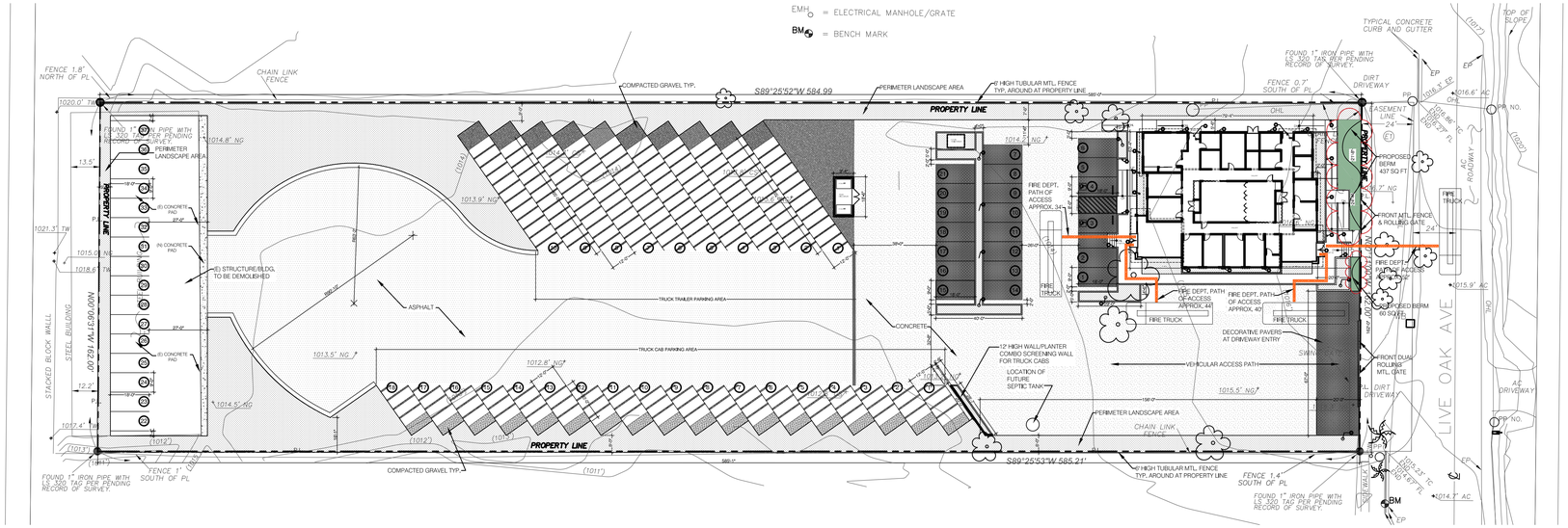
SHEET TITLE:

EXISTING SITE PLAN
PROPOSED SITE PLAN
PROJECT INFO & DATA

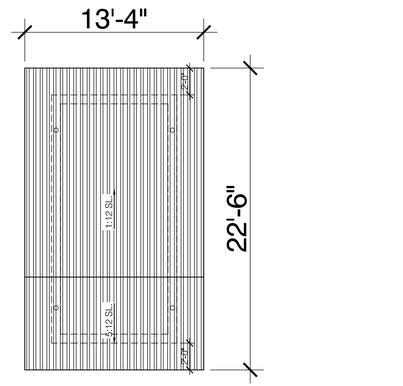
Revisions:
1 -

PLANNING SUBMITTAL:	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	
DATE:	
SHEET NO:	**A-1**

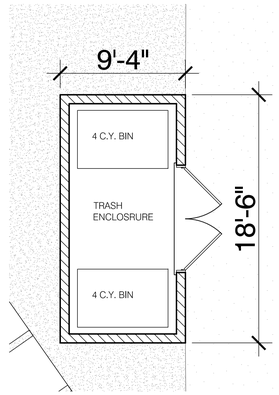
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 OVERALL SITE PLAN
1/32" = 1'-0"

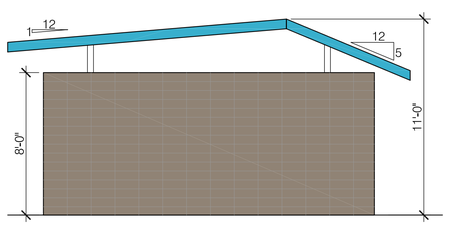


2 TRASH ENCLOSURE
3/16" = 1'-0" ROOF PLAN

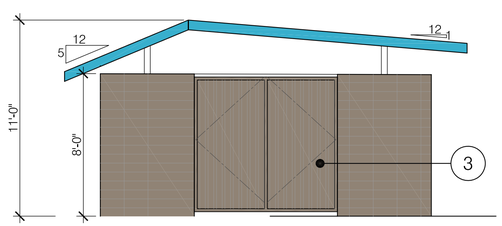


1 TRASH ENCLOSURE
3/16" = 1'-0" FLOOR PLAN

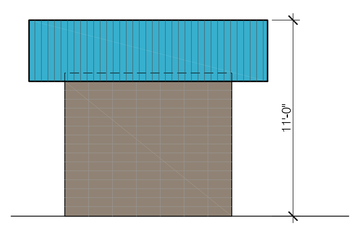
ARCHITECTURAL FINISHES
1. ROOF & TRIM: METAL "REGAL BLUE" BY "METAL SALES"
2. CMU WALL: ANGELUS SPLIT FACE CMU BLOCK
3. METAL DOOR



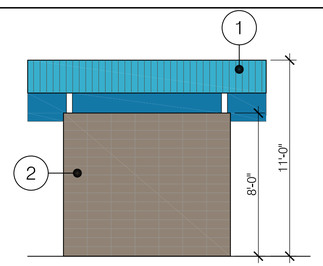
6 WEST ELEVATION
1/4" = 1'-0"



5 EAST ELEVATION
1/4" = 1'-0"



4 SOUTH ELEVATION
1/4" = 1'-0"



3 NORTH ELEVATION
1/4" = 1'-0"

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS
220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

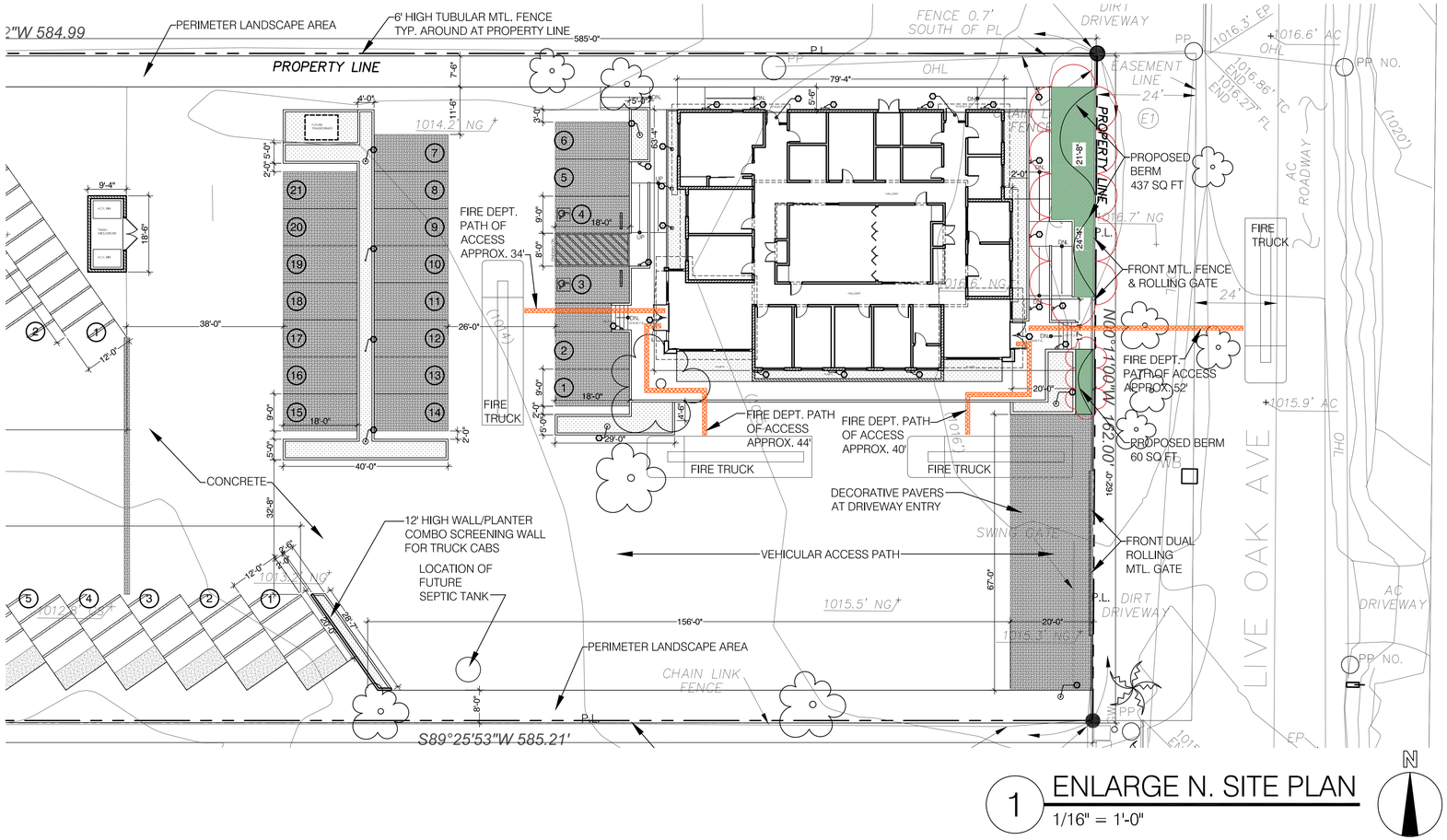
10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
OVERALL SITE PLAN
TRASH ENCLOSURE
PLANS & ELEVATIONS

REVISIONS:
1 -

PLANNING REVISION: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-1.1**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 ENLARGE N. SITE PLAN
1/16" = 1'-0"

N

NOTES

1. TUBULAR STEEL FENCE TO BE INSTALLED

KEY NOTES:

1. CAN LIGHTING
2. WALL SCONCE
3. WALL SCONCE ON PLANTERS
4. LIGHTING INSIDE PLANTERS
5. LIGHT POST
6. LIGHT POST - DIRECTIONAL LIGHTING

NO EXISTING LIGHTING LOCATED ON PROPERTY. EXISTING STREET LIGHTING POST IS APPROX. 300FT NORTH FROM PL

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS

ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

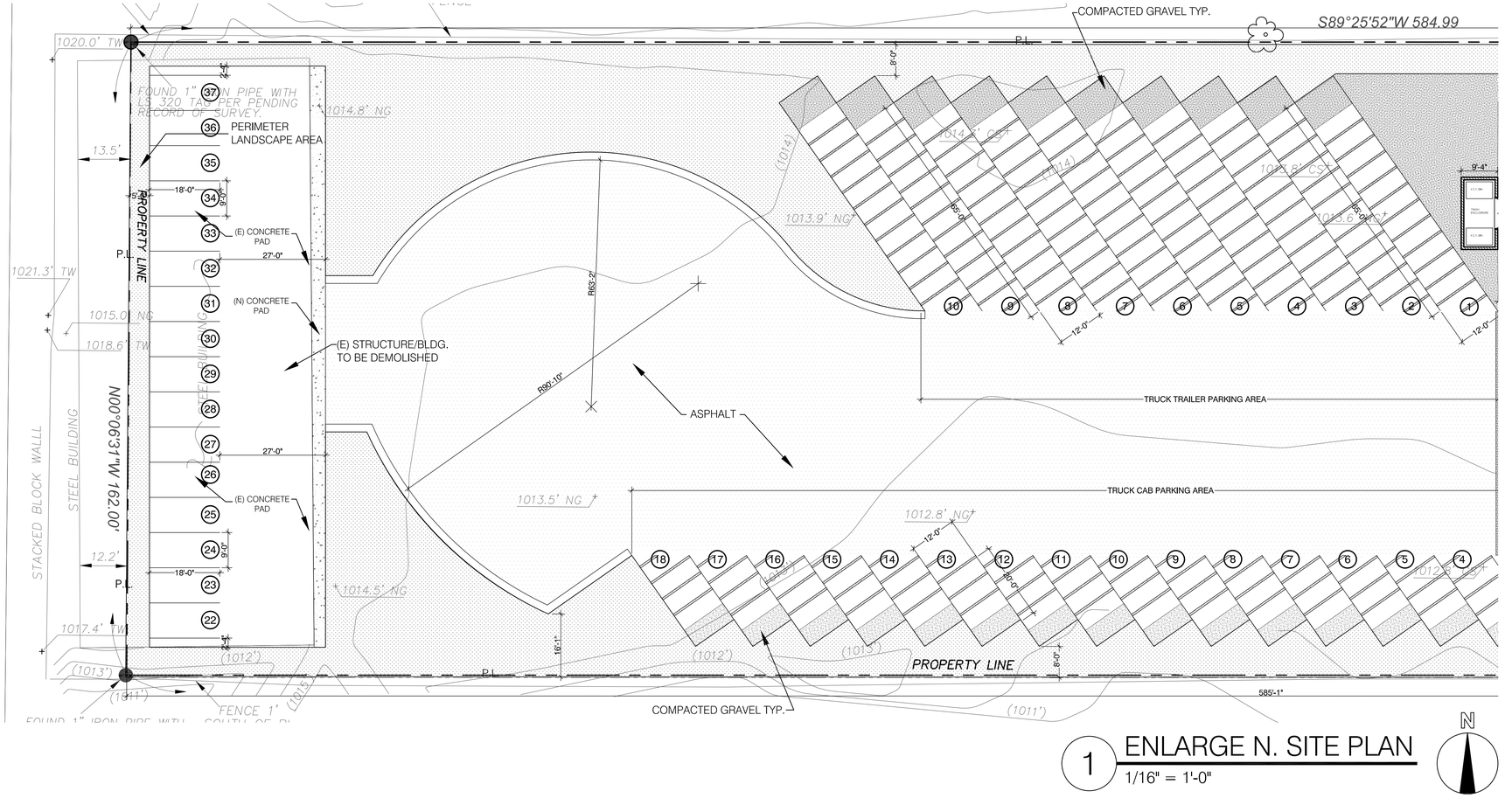
10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
ENLARGE N. SITE PLAN

REVISIONS:
1 -

PLANNING REVISION: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-1.2**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 ENLARGE N. SITE PLAN

1/16" = 1'-0"

N

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS

ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

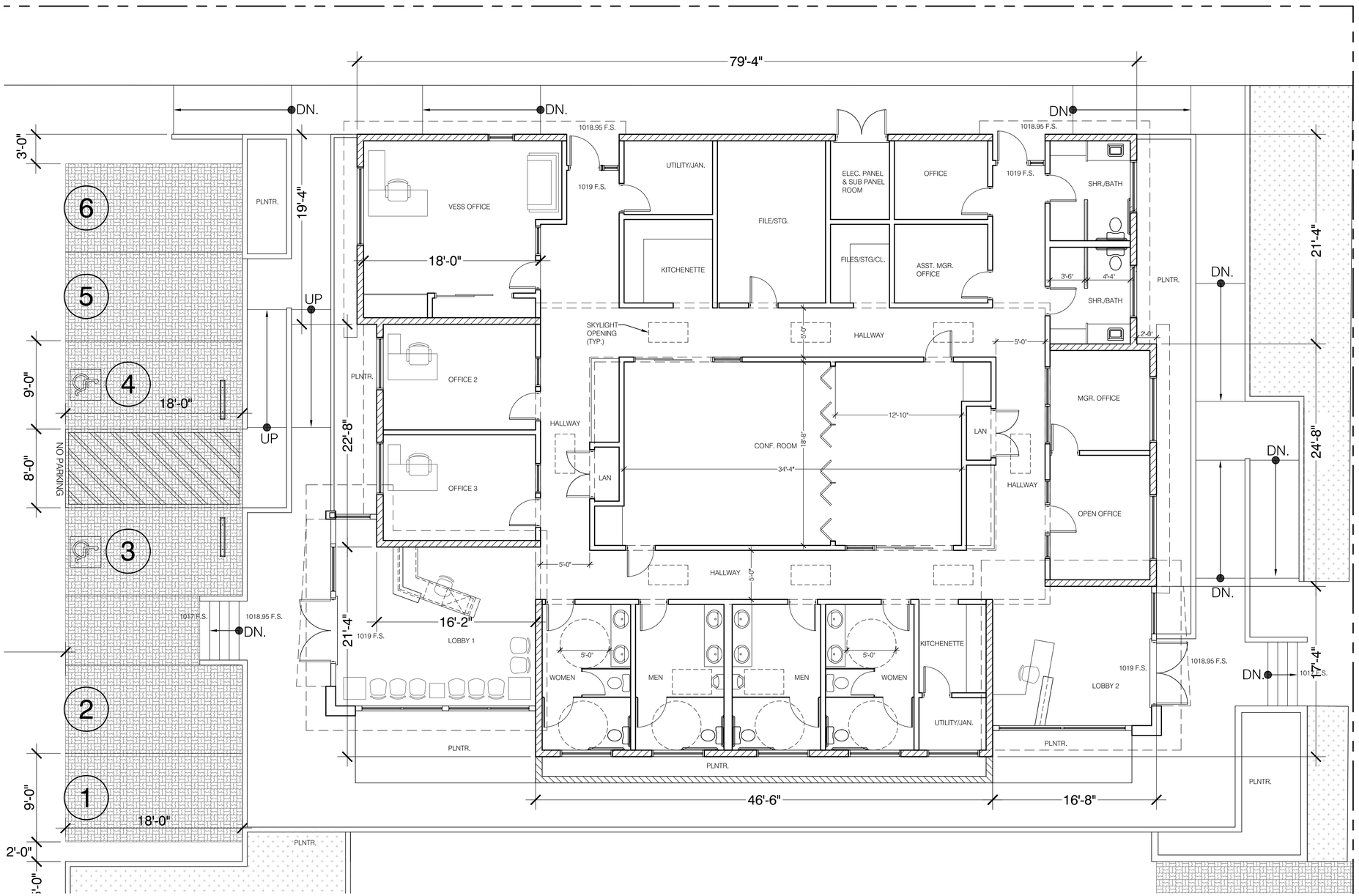
10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
ENLARGE N. SITE PLAN

REVISIONS:
1 -

PLANNING REVISION: 03-18-22
JOB NO.: 18-728
SCALE AS SHOWN
DRAWN BY: AH
DATE: NOV. 2018
SHEET NO: **A-1.3**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 FLOOR PLAN
3/16" = 1'-0"

N

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

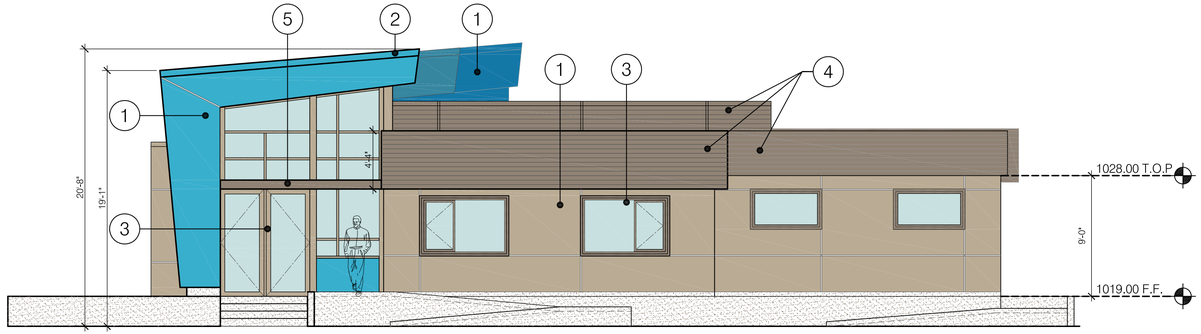
10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
FLOOR PLAN

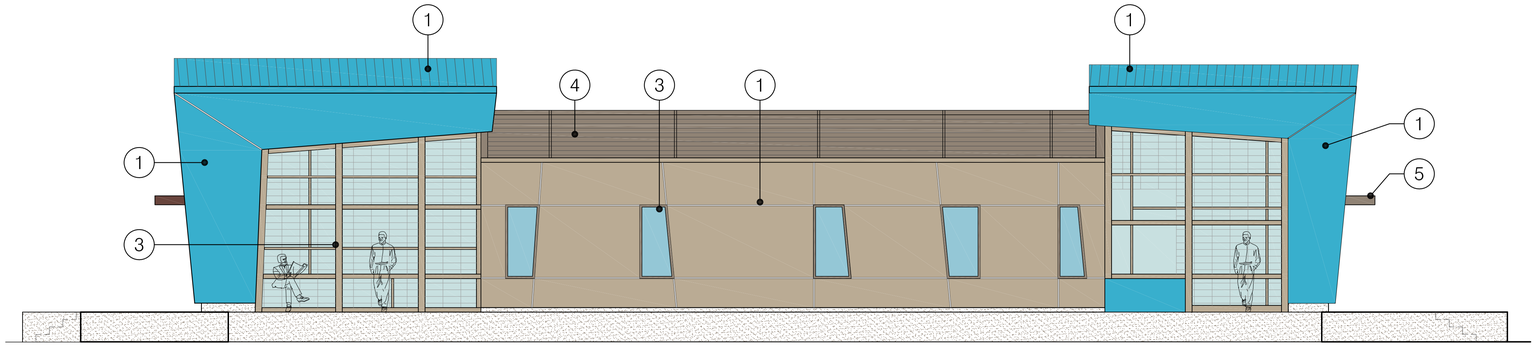
Revisions:
1 -

PLANNING SUBMITTAL: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-2**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



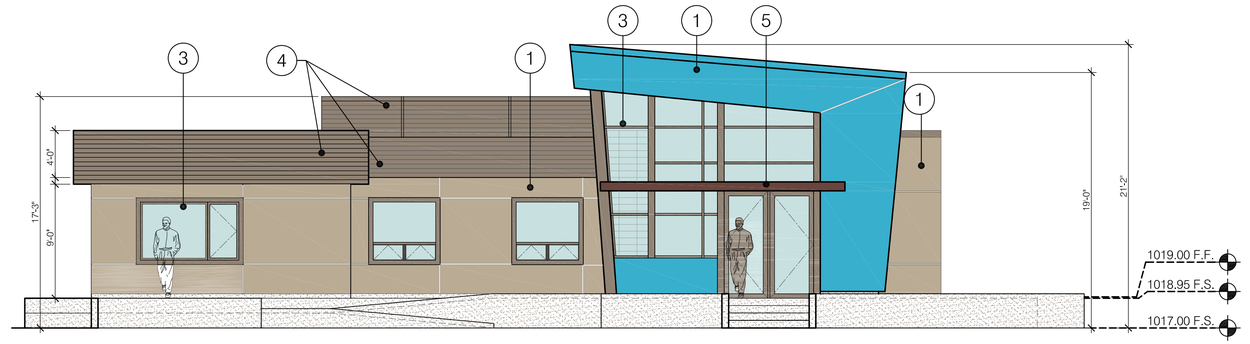
1 EAST ELEVATION
3/16" = 1'-0"



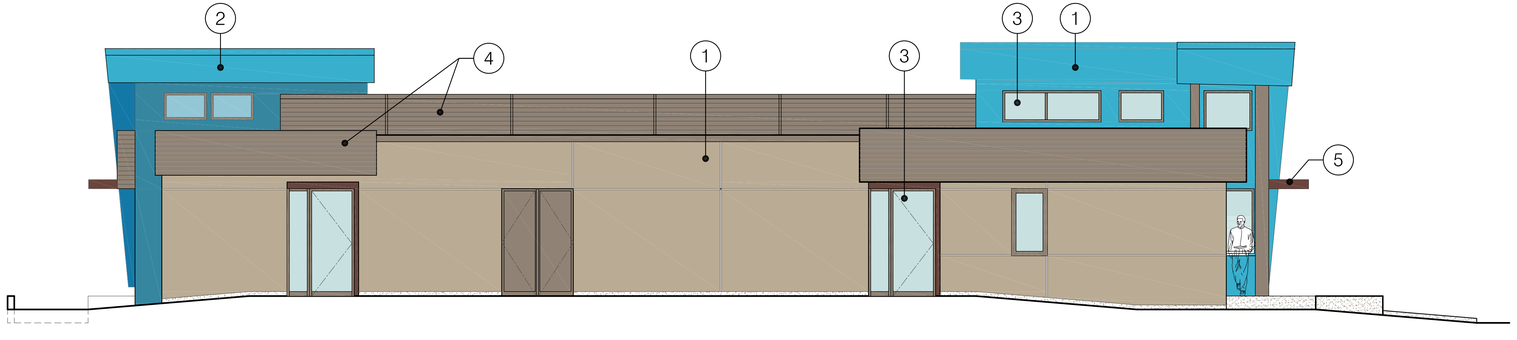
2 SOUTH ELEVATION
3/16" = 1'-0"

ARCHITECTURAL FINISHES

1	WALLS & FACADE:	STUCCO MAIN ENTRY VOLUME TO MATCH ROOF "SILVERADO" W/REVEAL BY "LA HABRA"
2	ROOF & TRIM	METAL "REGAL BLUE" BY "METAL SALES"
3	DOORS & WINDOWS:	ALUM. STOREFORNT "LIGHT CHAMPAGNE" BY "ARCADIA"
4	FACADE FASCIA & ROOF WELL:	METAL "OLD ZINC GREY" FACADE & "WEATHERED COPPER" FOR THE ROOF WELL BY "METAL SALES"
5	SUNSHADE DEVICE:	METAL, COLOR TO MATCH ROOF WELL "WEATHERED COPPER"



3 WEST ELEVATION
3/16" = 1'-0"



4 NORTH ELEVATION
3/16" = 1'-0"

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

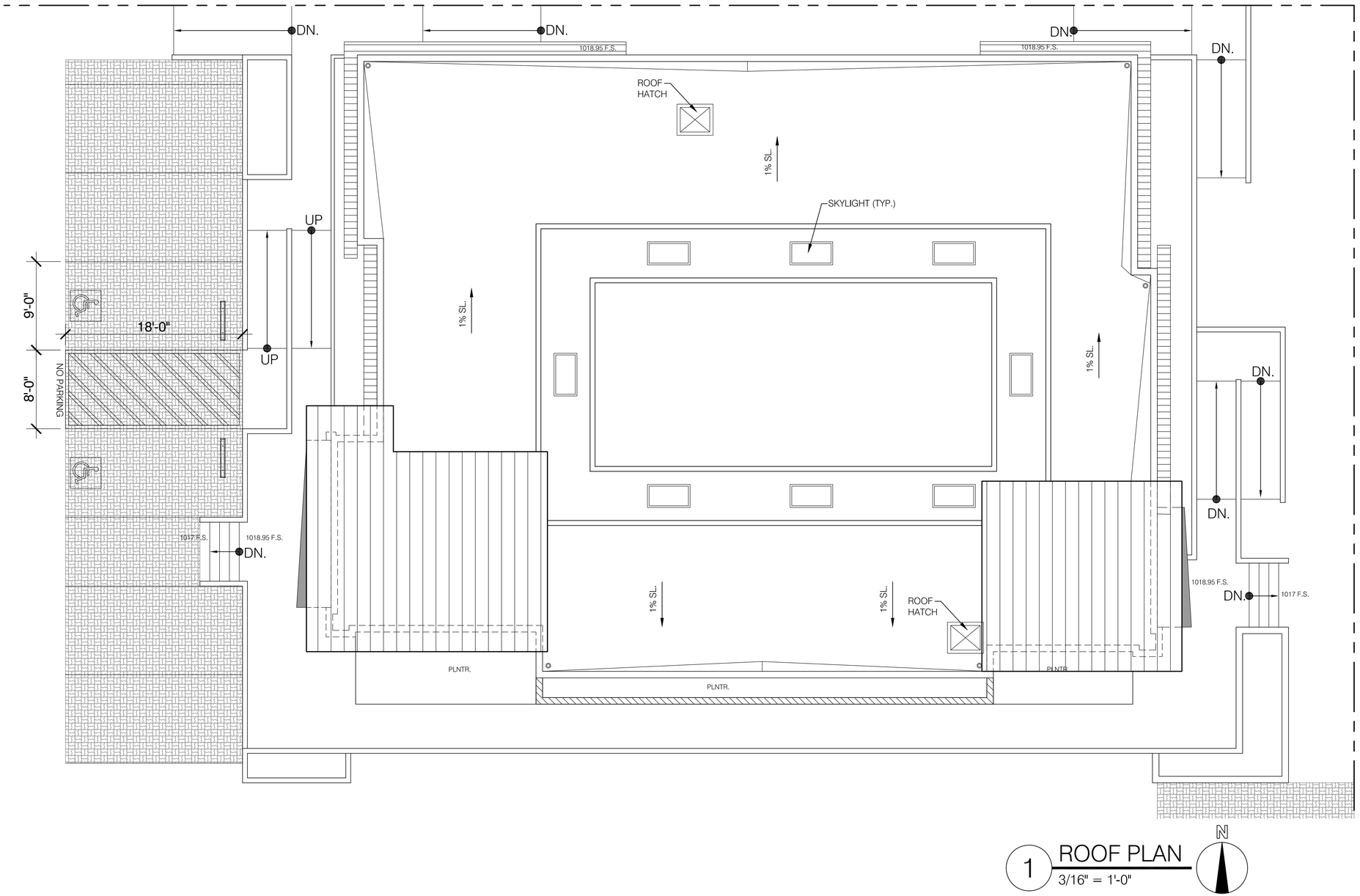
10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
ELEVATIONS

Revisions:
1 -

PLANNING SUBMITTAL: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-3**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 ROOF PLAN
3/16" = 1'-0"

N

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
PROPOSED ROOF PLAN

Revisions:
1 -

PLANNING SUBMITTAL: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	MARCH 2020
SHEET NO:	**A-4**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 EAST ELEVATION
3/16" = 1'-0"



2 SOUTH ELEVATION
3/16" = 1'-0"



3 WEST ELEVATION
3/16" = 1'-0"



4 NORTH ELEVATION
3/16" = 1'-0"

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:
COLORED ELEVATIONS

Revisions:
1 -

PLANNING SUBMITTAL: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-5**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 SOUTHEAST CORNER



2 SOUTHWEST CORNER

EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS

ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:

VARNA TRUCKING INC.

10610 LIVEOAK AVE
FONTANA, CA 92337

SHEET TITLE:

PERSPECTIVES

Revisions:

1 -

PLANNING SUBMITTAL:	03-18-22
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	AH
DATE:	NOV. 2018
SHEET NO:	**A-6**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

PLANT LIST

WATER USAGE WUCOLS	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	SPACING
L.W.	T-1	MELALEUCA QUINQUENERVIA	CAJEPUT/ MULTI	36" BX.	6	-
L.W.	T-2	EUCALYPTUS SIDEROXYLON	RED IRON BARK	24" BX.	26	5' O.C.
L.W.	T-3	PARKINSONIA X 'DESERT MUSEUM'	PALO VERDE/ MULTI	36" BX.	5	4' O.C.
L.W.	S-1	DODONAEA VISCOSA	HOPSEED BUSH	5 GAL	48	3' O.C.
L.W.	S-2	ALYOGYNE HUEGELII	BLUE HIBISCUS	5 GAL	22	4' O.C.
L.W.	S-3	AGAVE BLUE FLAME	BLUE FLAME AGAVE	5 GAL	47	RANDOM
L.W.	A-1	DIETES BICOLOR	FORTNIGHT LILY	5 GAL	47	RANDOM
L.W.	GROUND COVER	BACCHARIS TWIN-PEAKS	COYOTE BUSH	FLATS	AS NEEDED	18' O.C.

LEGEND

- PROPOSED TREE
- PROPOSED SHRUB
- PROPOSED ACCENT
- PROPOSED GROUNDCOVER
- PLANT SYMBOL / QUANTITY

L.W. LOW WATER USAGE / P.F = 0.3 PER WUCOLS

LANDSCAPE AREA: 16,688 SQ.FT.

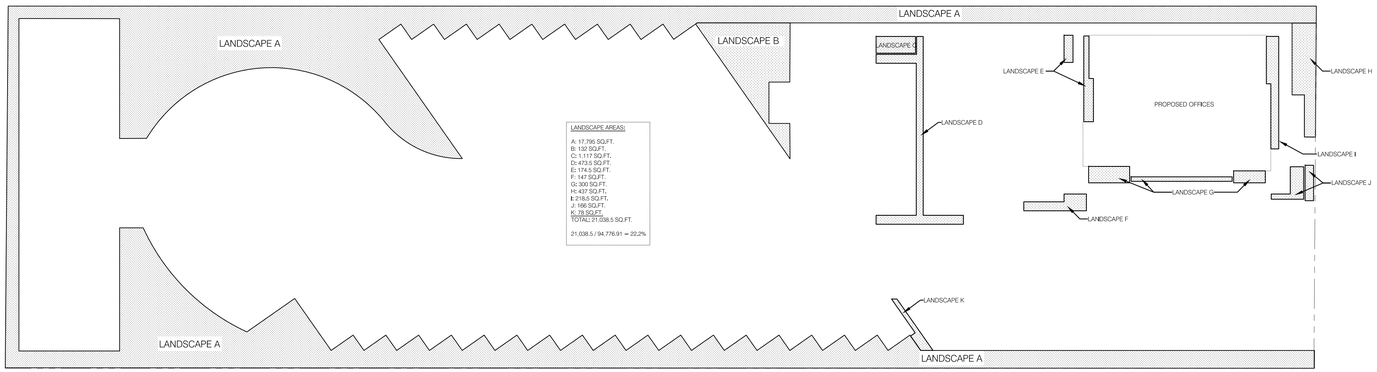
STATEMENT OF COMPLIANCE:

I HAVE COMPLIED WITH THE CRITERIA OF "THE LANDSCAPE WATER CONSERVATION ORDINANCE", AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

PREPARER NAME: LARRY G. TISON/LANDSCAPE ARCHITECT

PREPARER SIGNATURE:_____

PROFESSION LICENSE: REG. CALIF. LA #1844 (EXP. DATE 01-31-22)



NOTE:

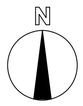
1. OWNER TO BE RESPONSIBLE FOR THE LONG-TERM MAINTENANCE OF THE LANDSCAPE AND IRRIGATION SYSTEMS.

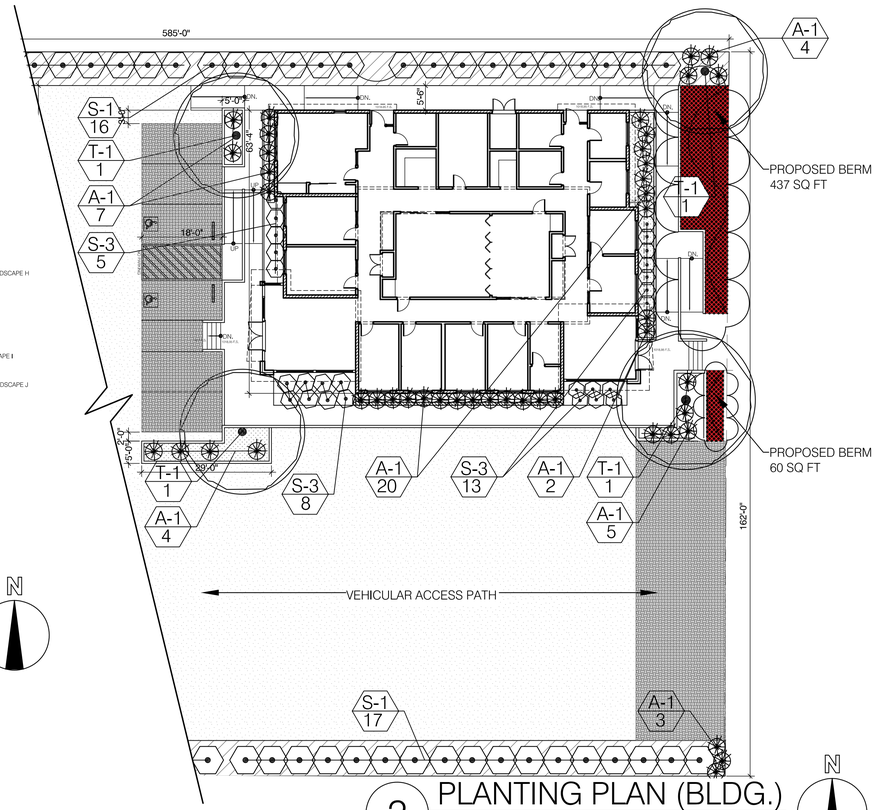
   A MINIMUM 3" LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING. APPLICATIONS WHERE MULCH IS CONTRADICTED. FOR SOILS LESS THAN 6% ORGANIC MATTER IN THE TOP 6" OF SOIL, COMPOST AT RATE OF A MINIMUM OF 4 CUBIC YARDS SOIL PER 1,000 SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF 6" INTO THE SOIL.

2. GRAVEL AREA: 3,718 SQFT
   PAVERS AREA: 5,319 SQFT
   TOTAL AREA: 9,037 SQFT

3 PLANTING SQUARE FOOTAGE DIAGRAM

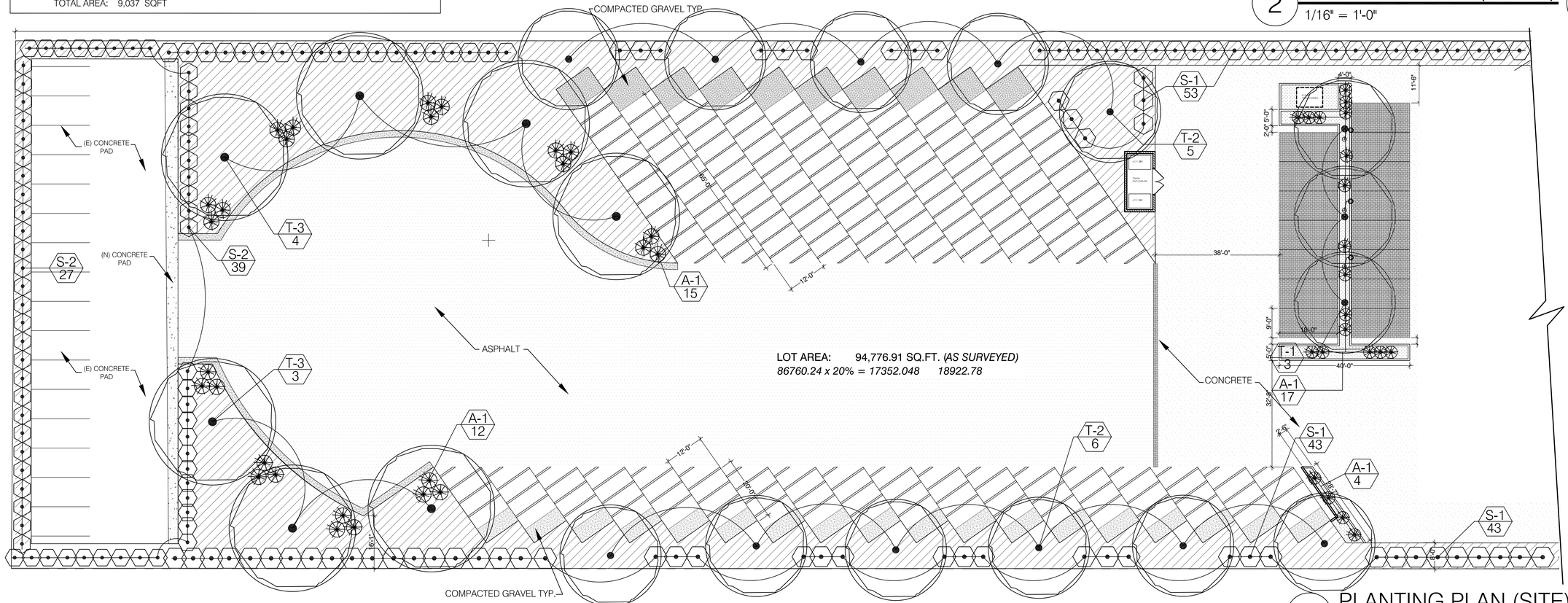
1/32" = 1'-0"





2 PLANTING PLAN (BLDG.)

1/16" = 1'-0"



1 PLANTING PLAN (SITE)

1/16" = 1'-0"



EDWARD HAGOBIAN & ASSOC. INCORPORATED ARCHITECTS
ARCHITECTURE / SPACE PLANNING / INTERIORS

220 S. KENWOOD ST.
STE. 210 GLENDALE
CA. 91205
TEL: (818) 502-0590
armen@hagobianarchitects.net

LICENSED ARCHITECT
EDWARD HAGOBIAN
C-15980
EXPIRES 10-31-21
STATE OF CALIFORNIA

PROJECT:
VARNA TRUCKING INC.

10610 LIVEOAK AVE
FONTANA, CA 92337

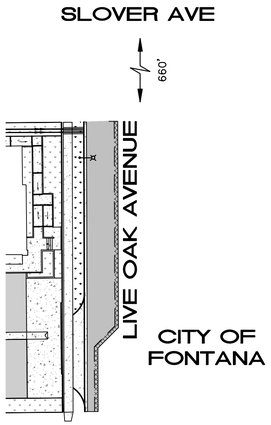
SHEET TITLE:
PLANTING PLAN

Revisions:
1 -

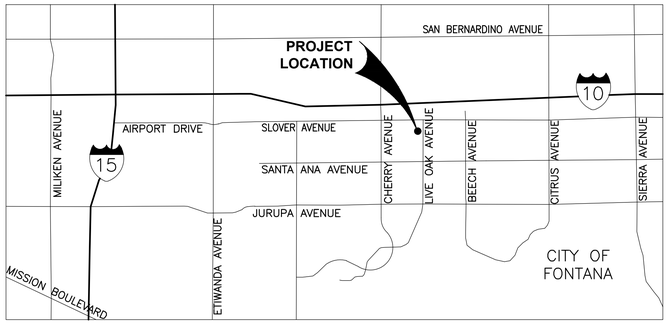
PLANNING SUBMITTAL: 03-18-22	
JOB NO.:	18-728
SCALE	AS SHOWN
DRAWN BY:	LT
DATE:	NOV. 2018
SHEET NO:	**L-1**

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

VARNA TRUCKING INC. MANAGEMENT
FACILITY CONCEPTUAL GRADING PLAN



PROJECT LOCATION
N.T.S.



VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	**DWG. NO.**	**DESCRIPTION**
1	TTL–1	TITLE SHEET / GENERAL NOTES / GENERAL LEGEND
2	GR–1	CONCEPTUAL GRADING PLAN
3	GR–2	ON–SITE PROFILES
4	GR–3	ON–SITE PROFILES
5	GR–4	OFF–SITE IMPROVEMENTS

LINE LEGEND

- (COM–OH)–(COM–OH) — EXISTING OVERHEAD LINE
- EXISTING EASEMENT
- EXISTING RIGHT–OF–WAY
- CENTER LINE

SYMBOL LEGEND

- WM — PROPOSED WATER METER
- EXISTING GUY WIRE
- PP — EXISTING POWER POLE
- EXISTING PALM TREE
- EXISTING TREE
- (XXXX.XX) — EXISTING ELEVATIONS

ABBREVIATION LEGEND

TC	TOP OF CURB	FL	FLOW LINE
TG	TOP OF GRATE	GL	GUTTER LIP
SW	SIDEWALK		

HATCHING LEGEND

- 6" AC OVER 6" CLASS II CAB
- CONCRETE
- LANDSCAPING
- PROPOSED BUILDING
- GRIND AND OVERLAY

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF FONTANA, OWNER (VARNA TRUCKING INC.), AND ENGINEER (HERNANDEZ, KROONE AND ASSOCIATES, INC.) HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF THE UNDERGROUND UTILITY PIPES CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY RECORD INFORMATION UNLESS OTHERWISE NOTED. TO THE BEST OF THE ENGINEER'S (HERNANDEZ, KROONE AND ASSOCIATES, INC.) KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER(S) OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE DISTURBING THE UNDERGROUND UTILITY PIPES, CONDUITS, STRUCTURES SHOWN OR NOT SHOWN, ON THE DRAWINGS. FOR DIG ALERT UNDERGROUND SERVICE ALERT; CALL TOLL FREE 811. WWW.CALL811.COM.

UNAUTHORIZED CHANGES & USES

THE ENGINEER (HERNANDEZ, KROONE AND ASSOCIATES, INC.) PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER THAT PREPARED THESE PLANS.

EXISTING HAZARDOUS MATERIAL

THE EXISTENCE AND LOCATION OF HAZARDOUS MATERIALS HAS NOT BEEN REVIEWED BY THE ENGINEER (HERNANDEZ, KROONE AND ASSOCIATES, INC.) AND HAS NOT BEEN SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES, INCLUDING AN INVESTIGATION IF NEEDED, TO PROTECT ANY EXISTING HAZARDOUS MATERIALS IN PLACE OR TO PROVIDE SUITABLE DISPOSAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER(S) OF KNOWN HAZARDOUS MATERIALS BEFORE STARTING CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE SITE AND PERSONNEL FROM CONTAMINATION OF KNOWN HAZARDOUS MATERIALS DURING CONSTRUCTION.

MCN 21–000060
NOT FOR CONSTRUCTION

BASIS OF BEARINGS

SURVEY DATA WAS PROVIDED FROM FOOTHILL SURVEYING. THE BASIS OF BEARINGS AND BASIS FOR COORDINATES FOR THIS DESIGN IS THE CALIFORNIA COORDINATE SYSTEM (CSS83), ZONE 5, NAD 83, (EPOCH 2017.50)

BENCH MARK:

CITY OF FONTANA BENCHMARK OF 1 3/8" COPPER DISK STAMPED PLS 9320 SET IN THE TOP OF THE WESTERLY CURB OF LIVE OAK AVE FROM FOOTHILL SURVEYING IN SEPTEMBER 2018.

ELEVATION = 1015.0 (NAVD88)

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1–800–227–2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DATE	BY	DESCRIPTION	APPROVED

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

Hernandez, Kroone & Associates
Engineers & Land Surveyors
HQ: 234 East Drake Drive, San Bernardino, CA 92408
PHONE: 909-884-3222 ▲ info@hkagroup.com

REGISTERED PROFESSIONAL ENGINEER
RICHARD R. HERNANDEZ
No. 42246
CIVIL
STATE OF CALIFORNIA

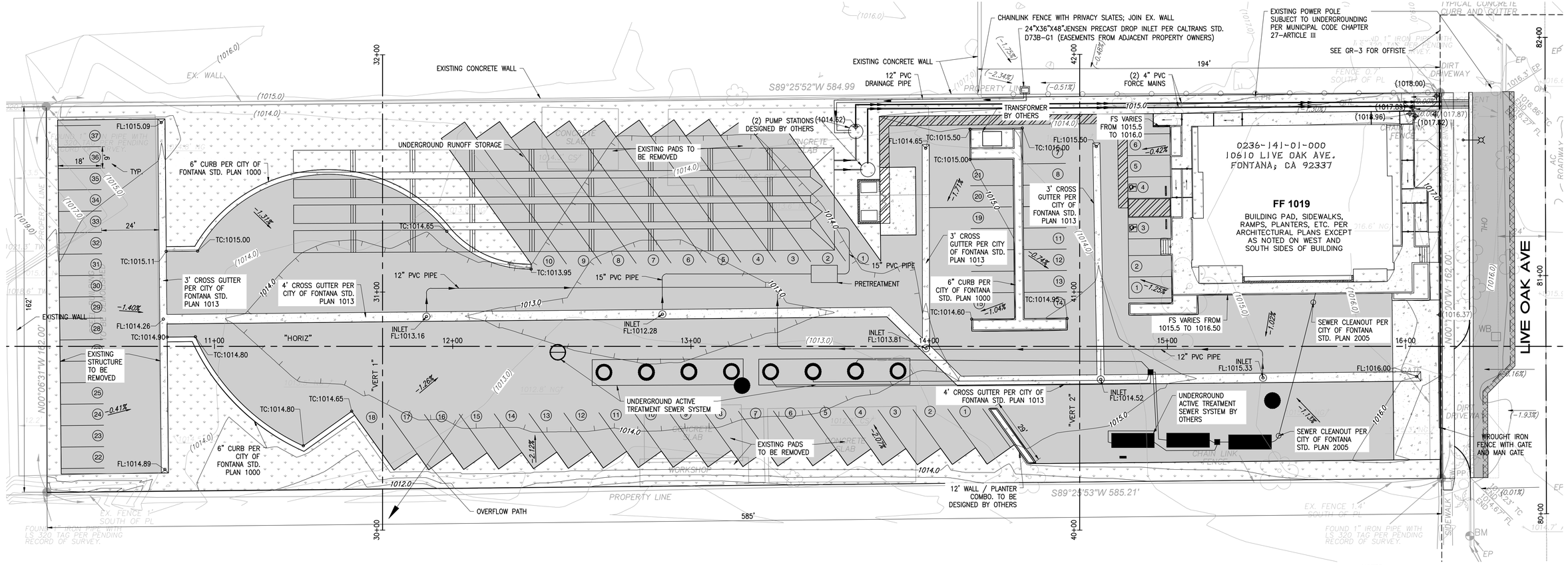
Prepared Under The Supervision Of :

RICHARD R. HERNANDEZ R.C.E. 42246 Date :07/01/26

CITY OF FONTANA, CALIFORNIA
VARNA TRUCKING CONCEPTUAL GRADING PLAN

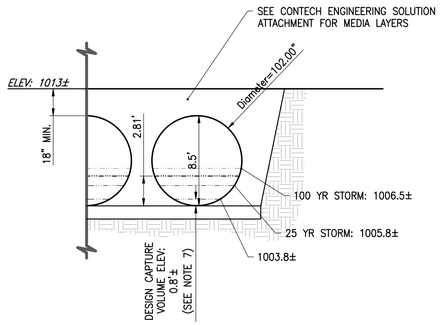
DRAWN BY: EJS	TITLE SHEET	SCALE: AS SHOWN
DESIGNED BY: EJS		DATE: 07/01/2026
CHECKED BY: RRH	APPROVED BY: GIA LAM KIM CITY ENGINEER	DATE: R.C.E. 62296
		DRAWING NO.: 1/5

J:\2024\23-1023 - 10610 LIVE OAK AVE\2-DWG\SHEETS\231023-SHT-TTL.DWG; PLOT DATE:7/1/2026 7:55 PM



LEGEND

- 6" AC OVER 6" CLASS II CAB
- CONCRETE
- LANDSCAPING
- ADA PATH OF TRAVEL
- GRIND AND OVERLAY
- GRAVITY PIPE — DIRECTION OF FLOW
- FORCE MAIN — DIRECTION OF FLOW



*NOT TO SCALE

N

HKA

20 0 20 40

SCALE 1"=20'

NOTES:

1. UNDERGROUND STORAGE UNIT SHOWN IS REQUIRED MAXIMUM SIZE, PENDING APPROVED FINAL HYDROLOGY STUDY. SEE CONTECH PLANS FOR DETAILS.
2. PUMPING STATION WILL INCLUDE 2 PUMPS. PUMPING WILL REMOVE THE STORMWATER VOLUME STORED IN THE UNDERGROUND STORAGE UNITS ABOVE THE DESIGN CAPTURE VOLUME (DCV). THE INLET TO THE PUMPS WILL BE SET SO THAT THE DESIGN CAPTURE VOLUME (DCV) IS NOT PUMPED OUT BUT IS LEFT TO INFILTRATE INTO THE SOIL. STORMWATER STORED ABOVE THAT ELEVATION NEEDED TO STORE THE DCV, WILL BE PUMPED TO THE CURB AND RELEASED TO LIVE OAK AVENUE'S WEST FLOW LINE.
3. PRETREATMENT PLANNED TO BE CONTECH CDS2015-4 BASED ON THE PEAK FLOW RATE ESTIMATED IN THE PRELIMINARY HYDROLOGY STUDY. SEE CONTECH PLANS FOR DETAILS. DESIGN USED 10 CFS WATER FLOW RATE.
4. NO SITE DESIGN HYDROLOGIC SOURCE CONTROL BMPS SELECTED. SEE FORM 4.3-2 OF THE PRELIMINARY WQMP.
5. SEE FORM 4.3-3 FOR LID BMP DETAILS.
6. NO SUITABILITY OR FEASIBILITY CONSTRAINTS NOTED.
7. EARLIER P-WQMP AND GRADING PLANS SHOW 6" OR 0.5 FOOT DEPTH TO HOLD THE DESIGN CAPTURE VOLUME (DCV). GIVEN THE ROUND SHAPE OF THE CHAMBERS, THE DEPTH TO STORE THE DCV IS 0.8 FEET.
8. OVERFLOW PATH – IF THE PUMPS FAIL AND THE RAINFALL VOLUMES EXCEED UNDERGROUND STORAGE AVAILABLE, THE EXCESS STORMWATER WILL COLLECT IN THE PLANNED LOW SPOT OF THE LANDSCAPED AND PARKING AREA. IF THE DEPTH REACHES ABOUT 1.2', THE STORMWATER WILL FLOW ONTO THE LANDSCAPED AREA AND OUT THE LOW SPOT ON THE SITE. THIS IS THE LOCATION WHERE STORMWATER CURRENTLY EXITS THE EXISTING SITE.

MCN 21-000060
NOT FOR CONSTRUCTION

BASIS OF BEARINGS

SURVEY DATA WAS PROVIDED FROM FOOTHILL SURVEYING. THE BASIS OF BEARINGS AND BASIS FOR COORDINATES FOR THIS DESIGN IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 5, NAD 83, (EPOCH 2017.50)

BENCH MARK:

CITY OF FONTANA BENCHMARK OF 1 3/8" COPPER DISK STAMPED PLS 9320 SET IN THE TOP OF THE WESTERLY CURB OF LIVE OAK AVE FROM FOOTHILL SURVEYING IN SEPTEMBER 2018.

ELEVATION = 1015.0 (NAVD88)

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DATE	BY	DESCRIPTION	APPROVED

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

Hernandez, Kroone & Associates
Engineers & Land Surveyors
HQ: 234 East Drake Drive, San Bernardino, CA 92408
PHONE: 909-884-3222 ▲ info@hkagroup.com

REGISTERED PROFESSIONAL ENGINEER
RICHARD R. HERNANDEZ
No. 42246
CIVIL
STATE OF CALIFORNIA

Prepared Under The Supervision Of :

Date :07/01/26

RICHARD HERNANDEZ R.C.E. 42246

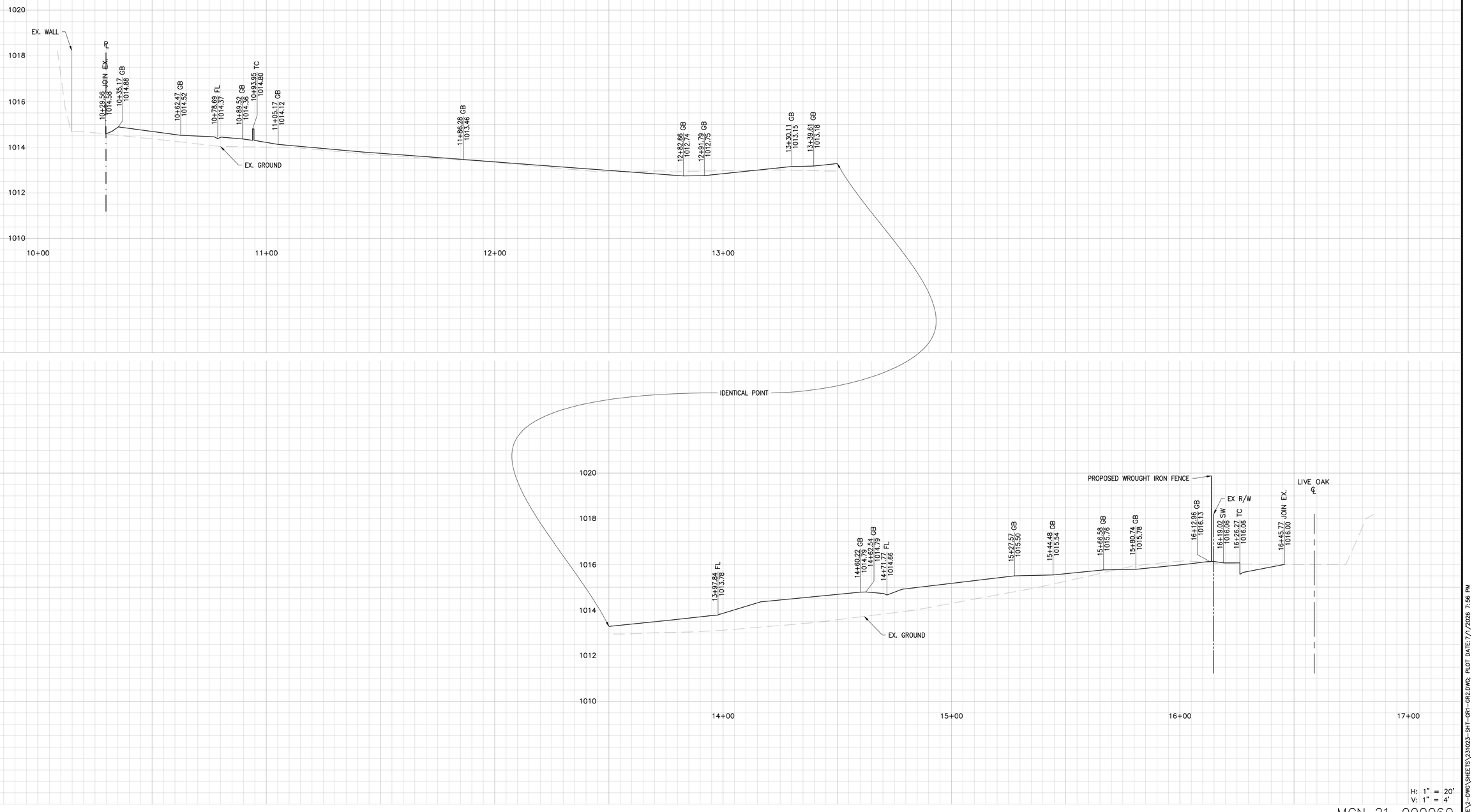
CITY OF FONTANA, CALIFORNIA

VARNA TRUCKING CONCEPTUAL GRADING PLAN

DRAWN BY: EJS	GR-1	SCALE: AS SHOWN
DESIGNED BY: EJS		DATE: 07/01/2026
CHECKED BY: RRH	APPROVED BY: GIA LAM KIM CITY ENGINEER	DATE: R.C.E. 62296	DRAWING NO.: 2/5

J:\2021\23-1023 - 10610 LIVE OAK AVE\2-DWG\SHEETS\231023-SHT-GR1-GR2.DWG; PLOT DATE:7/1/2026 7:56 PM

"HORIZ"



H: 1" = 20'
V: 1" = 4'

MCN 21–000060
NOT FOR CONSTRUCTION

BASIS OF BEARINGS

SURVEY DATA WAS PROVIDED FROM FOOTHILL SURVEYING. THE BASIS OF BEARINGS AND BASIS FOR COORDINATES FOR THIS DESIGN IS THE CALIFORNIA COORDINATE SYSTEM (CS83), ZONE 5, NAD 83, (EPOCH 2017.50)

BENCH MARK:

CITY OF FONTANA BENCHMARK OF 1 3/8" COPPER DISK STAMPED PLS 9320 SET IN THE TOP OF THE WESTERLY CURB OF LIVE OAK AVE FROM FOOTHILL SURVEYING IN SEPTEMBER 2018.

ELEVATION = 1015.0 (NAVD88)

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1–800–227–2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DATE	BY	DESCRIPTION	APPROVED

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

Hernandez, Kroone & Associates
Engineers & Land Surveyors
HQ: 234 East Drake Drive, San Bernardino, CA 92408
PHONE: 909-884-3222 ▲ info@hkagroup.com

REGISTERED PROFESSIONAL ENGINEER
RICHARD R. HERNANDEZ
No. 42246
CIVIL
STATE OF CALIFORNIA

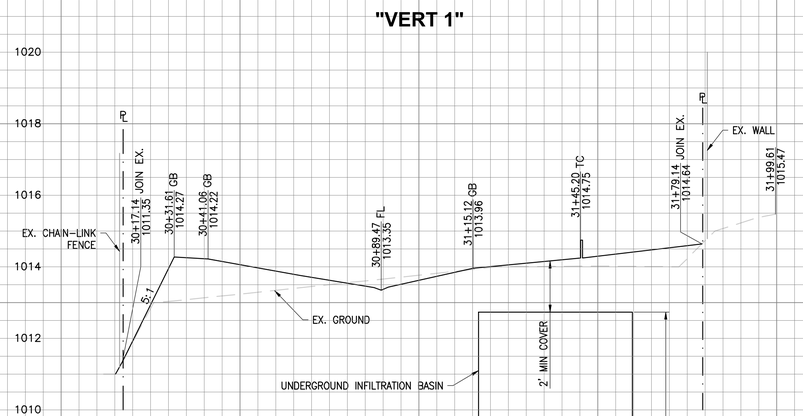
Prepared Under The Supervision Of :

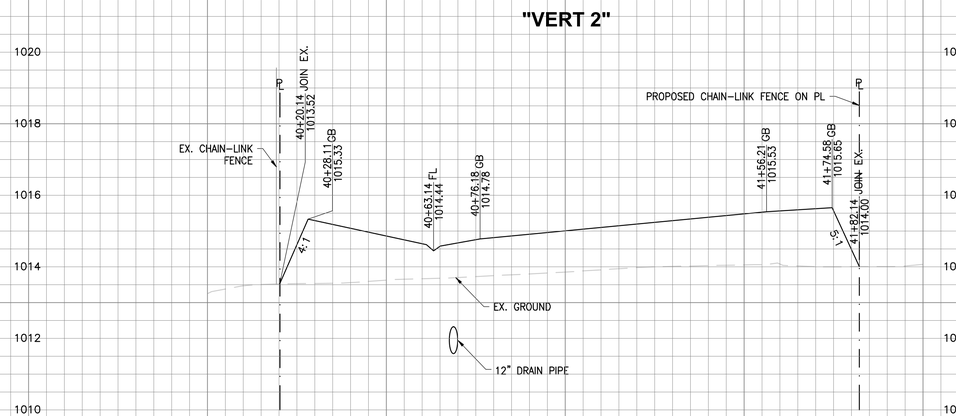
RICHARD HERNANDEZ R.C.E. 42246 Date : 04/13/26

CITY OF FONTANA, CALIFORNIA
VARNA TRUCKING CONCEPTUAL GRADING PLAN

DRAWN BY: EJS	GR–2	SCALE: AS SHOWN
DESIGNED BY: EJS		DATE: 04/13/2026
CHECKED BY: RRH	APPROVED BY: GIA LAM KIM CITY ENGINEER DATE: R.C.E. 62296	DRAWING NO.: 3/5

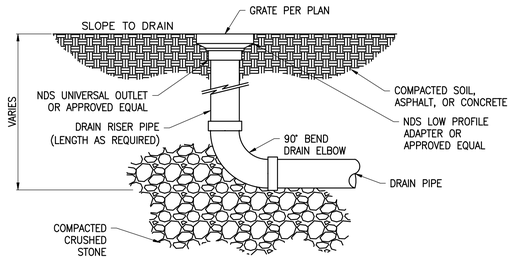
J:\2021\23-1023 - 10610 LIVE OAK AVE\2-DWG\SHEETS\231023-SHT-GR1-GR2.DWG; PLOT DATE:7/1/2026 7:56 PM

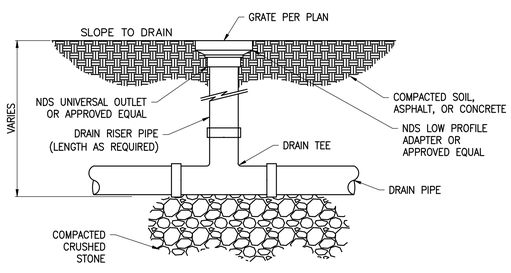




H: 1" = 20'
V: 1" = 4'

DETAIL: GRATE INLET TO STORMWATER RUNOFF STORAGE





MCN 21-000060
NOT FOR CONSTRUCTION

BASIS OF BEARINGS

SURVEY DATA WAS PROVIDED FROM FOOTHILL SURVEYING. THE BASIS OF BEARINGS AND BASIS FOR COORDINATES FOR THIS DESIGN IS THE CALIFORNIA COORDINATE SYSTEM (CSS83), ZONE 5, NAD 83, (EPOCH 2017.50)

BENCH MARK:

CITY OF FONTANA BENCHMARK OF 1 3/8" COPPER DISK STAMPED PLS 9320 SET IN THE TOP OF THE WESTERLY CURB OF LIVE OAK AVE FROM FOOTHILL SURVEYING IN SEPTEMBER 2018.

ELEVATION = 1015.0 (NAVD88)

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DATE	BY	DESCRIPTION	APPROVED

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

Hernandez, Kroone & Associates
Engineers & Land Surveyors
HQ: 234 East Drake Drive, San Bernardino, CA 92408
PHONE: 909-884-3222 ▲ info@hkagroup.com

REGISTERED PROFESSIONAL ENGINEER
RICHARD R. HERNANDEZ
No. 42246
CIVIL
STATE OF CALIFORNIA

Prepared Under The Supervision Of :

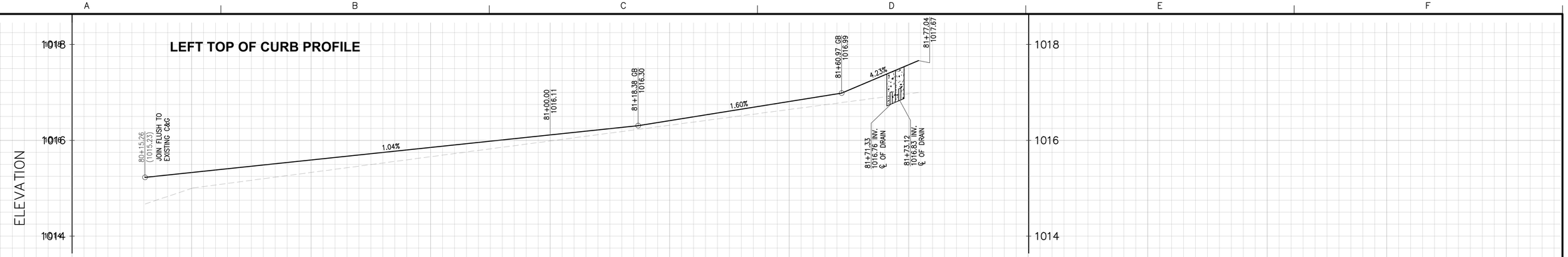
Date : 07/01/26
RICHARD HERNANDEZ R.C.E. 42246

CITY OF FONTANA, CALIFORNIA
VARNA TRUCKING CONCEPTUAL GRADING PLAN

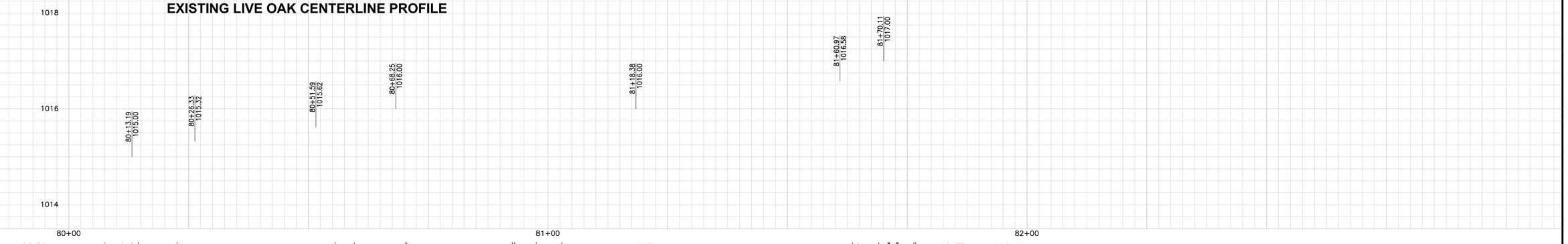
DRAWN BY: EJS	GR-3	SCALE: AS SHOWN
DESIGNED BY: EJS		DATE: 07/01/2026
CHECKED BY: RRH	APPROVED BY: GIA LAM KIM CITY ENGINEER DATE: R.C.E. 62296	DRAWING NO.: 4/5

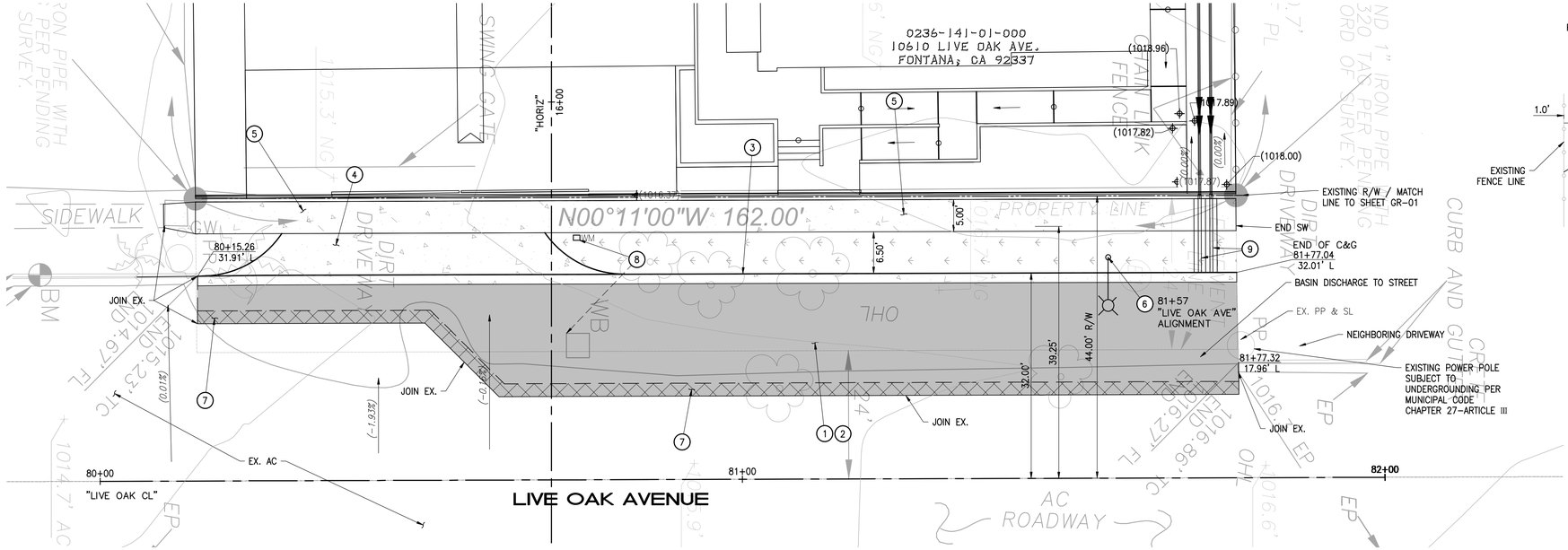
J:\2023\23-1023 - 10610 LIVE OAK AVE\2-DWG\SHEETS\231023-SH1-GR1-GR2.DWG; PLOT DATE: 7/1/2026 7:57 PM

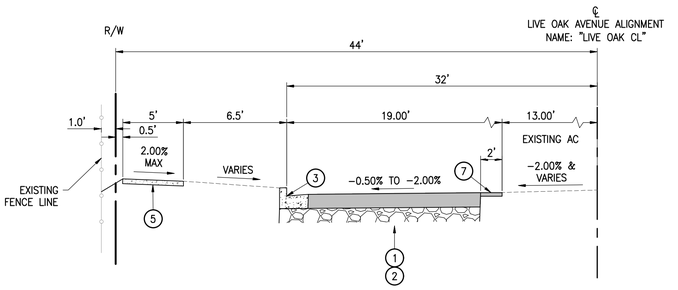
LEFT TOP OF CURB PROFILE



EXISTING LIVE OAK CENTERLINE PROFILE







TYPICAL SECTION
10+09.80 TO 11+71.85
N.T.S.

CONSTRUCTION NOTES:

1. CONSTRUCT 0.5' HMA WITH 0.8' CLASS 2 AB
2. SCARIFY AND MOISTURE CONDITION 12" OF NATIVE SOIL; MINIMUM 95% RELATIVE COMPACTION
3. CONSTRUCT 8" CURB AND GUTTER PER CITY OF FONTANA STD. PLAN NO. 1000
4. CONSTRUCT COMMERCIAL-INDUSTRIAL DRIVEWAY APPROACH PER CITY OF FONTANA STD. PLAN NO. 1001
5. CONSTRUCT CONTINUOUS SIDEWALK PER CITY OF FONTANA STANDARD PLAN NO. 1006
6. REMOVE EXISTING LIGHT ON WOOD POWER POLE. INSTALL LIGHT ON NEW POLE PER CITY OF FONTANA STANDARD PLAN NO. 1017. CASE 1. CITY TO SELECT POLE AND HEAD STYLE.
7. CONSTRUCT 0.1' MIN TYPE "A" HMA OVERLAY
8. RELOCATE EXISTING UTILITY FEATURE
9. CONSTRUCT UNDER SIDEWALK DRAIN PER CITY OF FONTANA STANDARD PLAN NO. 3001, SIZE 1

NOTE: SEE SHEET GR-1 FOR HATCH LEGEND

MCN 21-000060
NOT FOR CONSTRUCTION

BASIS OF BEARINGS

SURVEY DATA WAS PROVIDED FROM FOOTHILL SURVEYING. THE BASIS OF BEARINGS AND BASIS FOR COORDINATES FOR THIS DESIGN IS THE CALIFORNIA COORDINATE SYSTEM (CSS83), ZONE 5, NAD 83, (EPOCH 2017.50)

BENCH MARK:

CITY OF FONTANA BENCHMARK OF 1 3/8" COPPER DISK STAMPED PLS 9320 SET IN THE TOP OF THE WESTERLY CURB OF LIVE OAK AVE FROM FOOTHILL SURVEYING IN SEPTEMBER 2018.

ELEVATION = 1015.0 (NAVD88)

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DATE	BY	DESCRIPTION	APPROVED

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

Hernandez, Kroone & Associates
Engineers & Land Surveyors
HQ: 234 East Drake Drive, San Bernardino, CA 92408
PHONE: 909-884-3222 ▲ info@hkagroup.com

REGISTERED PROFESSIONAL ENGINEER
RICHARD R. HERNANDEZ
No. 42246
CIVIL
STATE OF CALIFORNIA

Prepared Under The Supervision Of :

Date : 07/01/26
RICHARD HERNANDEZ R.C.E. 42246

CITY OF FONTANA, CALIFORNIA
VARNA TRUCKING CONCEPTUAL GRADING PLAN

DRAWN BY: EJS	GR-4	SCALE: AS SHOWN
DESIGNED BY: EJS		DATE: 07/01/2026
CHECKED BY: RRH	APPROVED BY: GIA LAM KIM CITY ENGINEER R.C.E. 62296 DATE:	DRAWING NO.: 5/5

J:\2023\23-1022 - 10610 LIVE OAK AVE\2-DWG\SHEETS\231022-SHT-SIP-01.DWG; PLOT DATE: 7/1/2026 7:57 PM

RESOLUTION PC NO. 2026-_____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332, CONDITIONAL USE PERMIT NO. 21-000011 TO ALLOW A REGISTERED VEHICLE STORAGE USE, AND ADMINISTRATIVE SITE PLAN NO. 21-000032 FOR SITE AND ARCHITECTURAL APPROVAL FOR THE DEVELOPMENT OF A REGISTERED VEHICLE STORAGE SITE AND AN ASSOCIATED OFFICE OF APPROXIMATELY 5,000 SQUARE FEET ALONG WITH SITE IMPROVEMENTS FOR PROPERTY LOCATED AT 10610 LIVE OAK AVENUE, IDENTIFED AS ASSESSOR PARCEL NUMBER 0236-141-01.

WHEREAS, 10610 Live Oak Avenue, also identified as Assessor Parcel Number ("APN") 0236-141-01 ("Project Site") was annexed from San Bernardino County into the City of Fontana on June 19, 1964; and

WHEREAS, on June 9, 2021, the City of Fontana ("City") received an application from Vess Vassilev ("Applicant") for Conditional Use Permit No. 21-000011 and Administrative Site Plan No. 21-000032 for a registered vehicle storage site and an associated office of approximately 5,000 square feet along with site improvements; and

WHEREAS, on June 12, 2012, the Southwest Industrial Park Specific Plan ("SWIP") update was approved and adopted by the City pursuant to the certified Southwest Industrial Park Specific Plan Final Environmental Impact Report; and

WHEREAS, the Project Site has a General Plan Land Use designation of General Industrial (I-G), and is within the SWIP Slover Central Manufacturing District ("SCD"), which allows for such projects with an approved Conditional Use Permit; and

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

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

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit "A"** for Conditional Use Permit (CUP) No. 21-000011 and **Exhibit "B" for** Administrative Site Plan (ASP) No. 21-000032; 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 proposed 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 *Herald* newspaper on July 24, 2026, and simultaneously displayed at City Hall and at the Project site; and

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, including the staff report, findings, and all the information, evidence and testimony presented at its public hearing on August 4, 2026; and

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

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

Section1. Recitals. The above recitals are true, correct and incorporated herein by this reference.

Section 2. CEQA. The Planning Commission hereby determines that the project is categorically exempt pursuant to Section No. 15332, (In-fill Development) of the California Environmental Quality Act and Section 3.22 (Categorical Exemption) of the 2019 Local CEQA Guidelines for Implementing the California Environmental Quality Act (CEQA). This project site meets the CEQA requirements of In-Fill as follows: (1) The project is consistent with the General Industrial (I-G) General Plan land use designation and the Southwest Industrial Park Specific Plan and associated Slover Central Manufacturing District (SCD) regulations; (2) The project site is less than five (5) acres at approximately 2.2 acres; (3) The project site is not within any known sensitive or threatened habitat area; (4) The project site will not have any significant effect related to traffic, noise, air quality, or water quality; 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. The Planning Commission further directs Staff to file a Notice of Exemption pursuant to this Finding.

Section 3. Conditional Use Permit Findings: The Planning Commission hereby makes the following findings for CUP No. 21-000011 in accordance with Section 30-150 "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 and any applicable Specific Plan or Area Plan, and City Regulations/standards.**

Finding of Fact: The project site is within the Southwest Industrial Park Specific Plan, Slover Central Manufacturing District, which allows for the proposed

Registered Vehicle Storage use with a conditional use permit. The proposed use is consistent with the specific plan land use district and development is subject to all other applicable provisions of the Zoning and Development Code and Municipal Code. The project is consistent with the General Plan designation for the Project Site which is General Industrial (I-G), which allows for registered vehicle storage, trucking, manufacturing uses and other types of industrial uses.

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

Finding of Fact: The project site is vacant except for a metal building which will be removed. The project has been designed to be consistent with the development standards of the applicable specific plan land use district and as conditioned herein. The project plans have been reviewed by the Planning Department, the Building Department and the Engineering Department, and the conditions of approval will ensure compliance with the city code and regulations.

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

Finding of Fact: The site will be built pursuant to all applicable building and fire code standards, including appropriate access, and has added Conditions of Approval as referenced herein. Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare or materially injury to people, property, improvements in the vicinity of the project location.

Section 4. Administrative Site Plan Findings. The Planning Commission hereby makes the following findings for Administrative Site Plan No. 21-000032 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 and Development Code, and any applicable Specific Plan or area plan.**

Finding of Fact: The project is for site and architectural approval for the development of a registered vehicle storage site and an associated office of approximately 5,000 square feet along with site improvements on a parcel of approximately 2.2 gross acres.

The project is consistent with the General Plan designation for the Project Site which is General Industrial (I-G). The project site is within the Southwest Industrial Park Specific Plan, Slover Central Manufacturing District, in which the proposed use is allowed with a conditional use permit

The FMC requires approval of an Administrative Site Plan application to ensure consistency with the adopted standards. Therefore, with the approval of the Administrative Site Plan along with the conditions of approval, and the Conditional Use Permit, the use is consistent with the General Plan, Specific Plan and any applicable Zoning and Development Code standards.

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

Finding of Fact**:** The project meets the criteria of the section, and the development will result in appropriate business in the industrial area, with improvements that will provide public health and safety for 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.**

Finding of Fact: The professionally designed project will be a facility that will be complimentary to the surrounding neighborhood. The project will also construct associated site improvements including landscaping, parking, and lighting, and off-site improvements to Live Oak Avenue. A six (6) foot high block wall will be constructed adjacent to the church site for visual buffering.

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

Finding of Fact: The development complies with the requirements in the Southwest Industrial Park Specific Plan, Slover Central Manufacturing District. Improvements including sidewalks, fencing, drainage, and grading, which will provide a safe and well-designed neighborhood.

The Project Site improvements have been reviewed by the Fire, Building and Safety, and Engineering Departments. During the project review process, changes were made to the plans to ensure that the Project is a well-designed project. Lighting has been

included to provide ample visibility at night. Landscaping has been incorporated to create an attractive atmosphere along adjacent parcels.

Section 5. Approvals. Based on the foregoing, the Planning Commission hereby approves Conditional Use Permit No. 21-000011 subject to the Conditions of Approval attached hereto as **Exhibit "A"** and incorporated herein by this reference, and hereby approves ASP No. 21-000032 subject to the Conditions of Approval attached hereto as **Exhibit "B"** and incorporated herein by this reference

Section 6. 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 7. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 9. 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 4th day of August, 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 4th day of August 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

ATTACHMENT NO. 3

EXHIBIT "A"

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 21-000060 August 4, 2026
Conditional Use Permit (CUP) No. 21-000011

LOCATION: The project site is located at 10601 Live Oak Avenue (APN: 0236-141-01).

PLANNING DEPARTMENT:

General Conditions:

1. The rights and privileges granted by the City for this project shall not become effective and the Applicant shall not commence the authorized use, until both of the following have occurred:

   A. All improvements, construction, alteration and other work set forth in this project have been completed and accepted by the City of Fontana ("City"), as evidenced by the issuance of a Certificate of Occupancy or other documentation confirming the City's final inspection and acceptance of the work; and

   B. All other Conditions of Approval for this project have been fulfilled.

2. This Conditional Use Permit shall become null and void two (2) years from the date of approval, unless: (i) all required permits have been obtained; (ii) construction of the primary building, as identified in the approved plans, has commenced; and (iii) and the first inspection by the Building and Safety Department for the primary building has been completed and the construction has been approved by the Building Inspector, all within such two-year period. "Construction" shall be deemed to have commenced only upon the initiation of work on the primary building on the site and the successful completion of the first inspection by the Building and Safety Department within the specified period. For a conditional use permit for which no other entitlements or permits are required, actual use of the subject site for the use that is authorized by the conditional use permit has commenced within such time period.

3. The Applicant shall defend, indemnify, protect and hold harmless the City or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City 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 shall promptly notify the Applicant of any claim, action, or proceeding and the City 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 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 for a refund shall be submitted to the Planning Department.

5. This project shall be developed and operated in compliance with all applicable provisions, regulations and development standards of the Fontana Municipal Code.

6. The project shall be constructed using graffiti resistant materials. The property owner shall, at all times, maintain an adequate supply of paint, matching the project finishes, and shall remove any graffiti at the project site within 48 hours of its appearance.

7. Landscaping must be properly maintained at all times. If the Applicant/property owner fails to maintain the landscaping as shown on the approved landscape plans, the owner/Applicant shall promptly restore the landscaping to comply with current landscaping standards and water conservation ordinances.

8. The hours of operation shall be between 7:00am and 7:00pm Monday through Sunday.

Registered Vehicle Storage:

9. The entire site (excluding landscaped areas) shall be surfaced with asphalt and/or concrete. The surface shall be always maintained in good condition.

10. Block walls shall completely screen storage areas from the public rights of way and shall be placed outside of a required landscape setback area.

11. All vehicles stored on the premises shall have a valid vehicle registration from the State of California or other applicable government entity and shall be kept in an operable condition at all times.

12. Vehicles stored on the premises shall not in themselves be used as storage containers to store materials. With prior 72 hour written notice to the property and/or business owner, all stored vehicles shall be made available for inspection for the purpose of enforcing this provision.

13. The number of registered vehicles stored on the site shall not exceed twenty-eight (28) as shown on the approved site plan. All registered vehicles shall be stored in a marked stall. Drive aisles and fire lanes shall not be used for storage purposes.

14. There shall be no queueing of trucks or vehicles in the public right-of-way.

15. Any and all types of retail sales and/or lodging and habitation uses are prohibited on the premises. This includes but is not limited to hotels, motels, inns, convenience stores, alcohol sales, fuel sales and/or repair facilities.

Project Specific:

16. The applicant shall install a new six (6) foot high block wall along the north property line adjacent to the church site. This wall shall be depicted, approved and constructed prior to the issuance of the Certificate of Occupancy.

EXHIBIT "B"

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 21-060 August 4, 2026
Administrative Site Plan (ASP) No. 21-000032

LOCATION: The project site is located at 10601 Live Oak Avenue (APN: 0236-141-01).

PLANNING DEPARTMENT:

General Conditions:

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 Administrative Site Plan 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/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 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.

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. Color combinations and color schemes for buildings approved under an administrative site plan application shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

6. 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.

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

8. 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.

9. Sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.

10. 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.

11. The applicant shall incorporate an anti-graffiti coating onto the exterior of all proposed block walls to discourage graffiti.

12. The applicant shall meet all requirements of the Trip Reduction Measures in the Zoning Code as outlined in Section 30-962 below:
    A. Bicycle parking racks or secured bicycle lockers shall be provided for all nonresidential developments and multiple-family developments with ten or more units. Bicycle racks or lockers shall be provided at a rate of one bicycle parking space per 20 automobile parking spaces with a minimum of a two-bike rack.
    B. On-site pedestrian walkways and bicycle paths shall be provided between adjoining buildings and connecting each building in a development to public streets and sidewalks or transit stops, for all new nonresidential developments and multiple-family developments with ten or more units.
    C. Sidewalks shall be provided for all new developments in accordance with the City's circulation element of the general plan, subject to conditions of existing, adopted specific plans.

13. All parking stalls shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping. No parking spaces shall be designated in an industrial/commercial/retail parking facility, except for disabled persons parking, van pool, carpool, or any other designated parking as required by law. Parking spaces shall be designed with a minimum vertical clearance of seven feet two inches to accommodate vanpool vehicles.

14. The applicant shall depict step outs in the landscaping areas as required pursuant to the Zoning and Development Code Section No. 30-671(a)(8)c, on the Site and Landscaping plans for the submittal of Planning Department landscape plan check.

15. 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.

16. All roof-mounted equipment and ground mounted equipment shall be screened from view from adjacent properties and streets to the satisfaction of the Director of Planning.

17. 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.

18. 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.

19. Transformer enclosures shall be designed of durable materials with finishes and colors used which are compatible and harmonious with the overall architectural theme.

20. All ground mechanical equipment shall be screened to the extent feasible on all sides by a decorative screen wall not less than the height of the equipment being screened in conjunction with landscaping, subject to approval of the Director of Planning. The decorative screen wall shall be located between the street and the mechanical equipment not less than three-foot. The decorative screen wall shall be well incorporated into the design of the building. The other side of the equipment shall be screened with landscaping not less than ten-gallon shrubs or approved landscaping.

21. 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.

22. All fire back flows (DDC/DACA) shall be painted green or an earth tone color.

23. After the fifteen (15) day appeal period, the applicant shall remove the Notice of Filing sign(s) from the project site. The applicant may request a refund of the sign deposit; the request shall be in writing accompanied with a refund application. The request shall be submitted to the Planning Department.

24. The applicant shall provide up-lighting on the perimeter of the site, up-lighting on the proposed trees and building to the satisfaction of the Director of Planning and his/her designee.

25. Lighting systems shall be architecturally compatible with surrounding buildings to express the unique character of the area.

26. Historic Archaeological Resources:

A. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

B. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the even that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, 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. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. 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. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

27. 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:

   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.

   iii. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

28. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.

29. Gravel is prohibited from all drive aisles, parking or vehicle storage areas.

30. End of parking aisle planters shall be installed with a two- foot concrete curb, five foot planter and round design as required by the Southwest Industrial Park Specific Plan (SWIP).

31. All landscaping shall be protected by six (6) inch curbs to the satisfaction of the Planning Director.

ENGINEERING (LAND DEVELOPMENT):

32. 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.

33. 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.

34. 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

35. 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.

36. 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.

37. 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.

38. 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 ISSUANCE OF CONSTRUCTION PERMITS

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

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

41. 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.

42. The applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for Live Oak Avenue, for the City to review and approve. Live Oak Avenue, along the project frontage shall be fully replaced to bring the pavement structural section into conformance with City standards. Any remedial action less than full replacement shall be justified by the pavement analysis and shall bring the pavement condition to a 20-year pavement life.

43. 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 project name and latitude/longitude coordinates of the BMP location(s) must be included on Memorandum of Agreement and the WQMP exhibit. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

44. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.

45. 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 conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

46. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.

47. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required. If a TCO (Temporary Certificate of Occupancy) is required a full video inspection will be required as well at that time.

48. 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.

ENGINEERING (TRAFFIC):

49. 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 Live Oak Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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 CONSTRUCTION PERMITS

57. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.

58. The Applicant shall submit and obtain full approval of signing and striping plans, 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

59. The Applicant shall construct the approved roadway improvements adjacent to the Project site.

60. The Applicant shall install the approved signing and striping plans as part of the street improvements.

FIRE DEPARTMENT:

61. *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.

62. *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.

63. *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 forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

64. *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.

65. *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 5,000 Square Foot structure.

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

67. *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.

68. *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.

69. *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.

70. *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.

71. *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.

72. *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.

73. *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.

74. *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.

75. *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.

76. Turnaround area at the rear of the project site shall be constructed to the satisfaction of the Fire Marshall.

Building and Safety:

77. 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
    I. City of Fontana Ordinance.
    J. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. The applicant shall comply with the following grading requirements:
    A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
    B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
    C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
    D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
    E. No water course or natural drainage shall be obstructed.
    F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
    G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
    H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.
    The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
    I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
        1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
        2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
        3. All proposed drainage structures; and
        4. Any proposed and/or required walls or fencing.

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

85. 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

86. 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

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

87. When the Entitlement Review is approved submit complete construction drawings including structural calculations to Building and Safety for plan review in accordance with the current edition of the CA Building and Fire Codes including all local ordinances and standards.

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. 21-000060: Conditional Use Permit No. 21-000011 & Administrative Site Plan No. 21-000032**
2. Project Applicant (include address, telephone number and email address):	**Vess Vassilev, Owner** **Varna Trucking** **9654 Cordero Road** **Tujunga, CA 91042** **varna.truckinginc@gmail.com** **(818) 429-1170**
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 10610 Live Oak Avenue, (APN: 0236-141-01)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	A Conditional Use Permit to allow registered vehicle storage use and an Administrative Site Plan request for site and architectural approval for the development of a registered vehicle storage site and an associated office of approximately 5,000 square feet along with on and off-site improvements.

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:	**Vess Vassilev, Owner** **Varna Trucking** **9654 Cordero Road** **Tujunga, CA 91042** **varna.truckinginc@gmail.com** **(818) 429-1170**
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 Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development). The Project Site meets the CEQA requirements for a Class 32 Exemption, as: (1) The Project is consistent with the Medium Density Residential (R-M) land use designation of the General Plan and the Medium Density (R-2)zoning district; (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 (5) There are adequate public services for the development of the proposed residential project. Furthermore, none of the exceptions in CEQA Section 15300.2 apply to the Project.**

10. Lead Agency Contact Person: Telephone:	Alejandro Rico, Associate Planner (909) 350-6658
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 X No ☐ If yes, the date of the public hearing was: August 4, 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. 21-000060/Conditional Use Permit (CUP) No. 21-000011/ Administrative Site Plan No. (ASP) No. 21-000032

A Conditional Use Permit request to allow for a Registered Vehicle Storage use and Design Review request to allow for the site plan review and construction of a 5,000 square foot office building and associated improvements.

Environmental Determination: This project is categorically exempt pursuant to Section No. 15332 (In-Fill Development Projects) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing CEQA.

Location of Property: 10610 Live Oak Avenue (APN: 0236-141-01)

Date of Hearing: August 4, 2026

Place of Hearing: Steelworker's Auditorium
8437 Sierra Avenue
Fontana, CA 92335

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.

ATTACHMENT NO. 5

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 date: July 24, 2026

File #: 26-1151
Agenda #: PH-C

Agenda Date: 8/4/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 25-0040: Tentative Tract Map No. 25-0002 (TTM No. 20787) and Design Review No. 25-0011, a request to subdivide one parcel into 37 parcels for a single-family development including a density bonus for three (3) affordable residences, and a request for site and architectural review for the construction of 37 residential units and associated site improvements and an Affordable Housing Density Bonus Agreement together with related Covenants, Conditions & Restrictions providing for a minimum of three (3) affordable units in accordance with the state density bonus law, on approximately 5.29 acres located at 7844 Citrus Avenue, Assessor Parcel Number 1110-361-10, pursuant to the previously adopted General Plan Environmental Impact Report (State Clearinghouse No. 2016021099) and pursuant to CEQA Guidelines Sections 15162 and 15183.

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. Find that the previously adopted General Plan Environmental Impact Report (State Clearinghouse No. 2016021099) approved on November 13, 2018, has adequately identified the impacts associated with the Project, no further review is required pursuant to Section 15162 and 15183 of the California Environmental Quality Act and Section 8.10 of the 2019 Local Guidelines for Implementing CEQA, and direct staff to file a Notice of Exemption; and,

2. Approve Tentative Tract Map No. 25-0002 (TTM No. 20787); and,

3. Approve Design Review (DR) No. 25-0011; and,

4. Recommend approval to the City Council for the associated "Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions".

APPLICANT:
RC Homes Inc.
550 North Larchmont Boulevard, Suite #201
Los Angeles, CA 90004

LOCATION:
The project site is located at 7844 Citrus Avenue, (APN: 1110-361-10).

REQUEST:

Tentative Tract Map No. 25-0002 (TTM No. 20787); A request to subdivide one parcel of approximately 5.29 acres into thirty-seven (37) parcels for the development of thirty-seven (37) single -family residential units.

Design Review (DR) No. 25-0011; A request for site and architectural approval for the construction of 37 detached single-family residential units, including three (3) affordable residences, and associated site improvements and an Affordable Housing Density Bonus Agreement on approximately 5.29 acres.

PROJECT PLANNER:
Alejandro Rico, Associate Planner

Land Use Table

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Walkable Mixed-Use Corridor Downtown (WXMU-1)	Form Based Code (FBC) Neighborhood District	Vacant
North:	Walkable Mixed-Use Corridor Downtown (WMXU-1)	Form Based Code (FBC) Neighborhood District	Single Family Residential
South:	Walkable Mixed-Use Corridor Downtown (WXMU-1)	Form Based Code (FBC) Neighborhood District	Single Family Residential
East:	Residential Planned Community (R-PC)	SP/Northgate Specific Plan	Residential
West:	Public Facilities (P-PF) And Walkable Mixed-Use Corridor Downtown (WMXU-1)	Public Facilities (P-PF) And Form Based Code (FBC) Neighborhood District)	Elementary School And Single Family Residential

BACKGROUND INFORMATION:

Project Area	Approximately 5.30 acres		
Building Analysis:			
	Plan 1A (10 units)	4 bedrooms + loft, 2.5 bathrooms	1,669 SF
	Plan 1B (12 units)	4 bedrooms + loft 2.5 bathrooms	1,669 SF
	Plan 2A (7 units)	4 bedrooms 2.5 bathrooms	1,682 SF
	Plan 2B (8 units)	4 bedrooms 2.5 bathrooms	1,682 SF
Parking Analysis:	2 garage spaces per unit 74 total		
Public Parking	37 spaces		

PROJECT DESCRIPTION:

Project Area	Approximately 5.30 acres		
Building Analysis:			
	Plan 1A (10 units)	4 bedrooms + loft, 2.5 bathrooms	1,669 SF
	Plan 1B (12 units)	4 bedrooms + loft 2.5 bathrooms	1,669 SF
	Plan 2A (7 units)	4 bedrooms 2.5 bathrooms	1,682 SF
	Plan 2B (8 units)	4 bedrooms 2.5 bathrooms	1,682 SF
Parking Analysis:	2 garage spaces per unit 74 total		
Public Parking	37 spaces		

ANALYSIS:

The applicant, RC Homes, Inc., is requesting that the Planning Commission approve Tentative Tract Map No. 25-0002 (TTM No. 20787) to subdivide one (1) parcel of approximately 5.29 acres into thirty -seven (37) lots for the development of detached single-family homes, and approve Design Review No. 25-0011 for site and architectural development of thirty-seven (37) detached single-family units and associated site improvements on 5.29 total acres.

As part of this project, the applicant is proposing three (3) affordable units per the State's Density Bonus Law (California Government Code Sections 65915 - 65918), which under this Law, would allow the applicant to increase the density of the project area by 35%. Currently, the Zoning Code would allow development at five (5) units per acre, which would allow 19 single-family units on the site. The applicant intends to utilize the California State Density Bonus Law that would allow an additional ten (10) units for a total of thirty-seven (37) single-family units. The Density Bonus Law prohibits local jurisdiction from enforcing Zoning Requirements that would prevent this density from being reached such as lot size square footage minimums, lot size dimension minimums, required

amount of landscaping and building setback minimum requirements. The applicant is also allowed to select incentives; for this project, the applicant is selecting relief from the provision of block walls between the lots and is instead using vinyl fencing. Block walls are being used for areas adjacent to the common areas such as the driveway and roadway areas. Furthermore, the applicant has requested the following waivers: a reduction in the building setbacks, parking setbacks, reduction of lot dimensions, frontage types, reduction of amenity space area, building placement vis a vis parking, and long-term bicycle parking.

Tentative Tract Map No. 25-0002 (TTM No. 20787)
The applicant proposes to subdivide one vacant parcel of 5.29 acres into thirty-seven (37) lots for the development of detached single-family homes, and amenities that will be maintained by the homeowners' association. The newly created lots will range in size from 2,241 to 5,020 square feet, with the average typical lot size as 3,580 square feet. Pedestrian access to the site will go through Tokay Avenue on the west and Citrus Avenue on the east. Vehicular access will be provided from Citrus Avenue.

Design Review (DR) No. 25-0011
The applicant proposes two architectural styles, Spanish and Ranch, for the residential units. The homes will feature an exterior of white, and neutral tone color palette with grey and brown accents. Architectural enhancements range from stucco and wood trim exterior, concrete roof tiles, composite roofing, thick window trimming, accent colors, recessed windows and decorative metal fixtures. Landscaping has been incorporated into the design with trees, shrubs and ground cover. A recreation area is proposed on the northeast corner of the project site.

The Project includes associated on and off-site improvements including new landscaping. Enhanced lighting, curb, gutter, sidewalks, and utilities related to the Project.

The Project Site is physically suitable in size and shape to support the development of the proposed residential single-family development. Applicable building codes, zoning codes and fire codes and standards will be met and make for a safe, attractive, and well-designed Project. Safety measures for automobiles and pedestrians in the area have been included.

Grading and Walls:
The Project Site is relatively flat and is vacant. The existing drainage pattern flows north to south. An underground catch basin and detention basin will be constructed for the Project.

There is an existing block wall along the north and south of the project site. The applicant is proposing to utilize the existing retaining walls as a combination retaining wall and block wall adjacent to the existing single-family residences. The Zoning Code allows a nine (9) foot high combination wall with the six (6) foot height limit maximum on the high side. The grading plans show that the project is within these limits which will limit the wall height and provide adequate screening of adjacent backyards.

Site Access/Circulation/Parking:
Vehicular access to the Project Site will be off Citrus Avenue, with an Emergency Vehicle Access (EVA) located along Tokay 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.

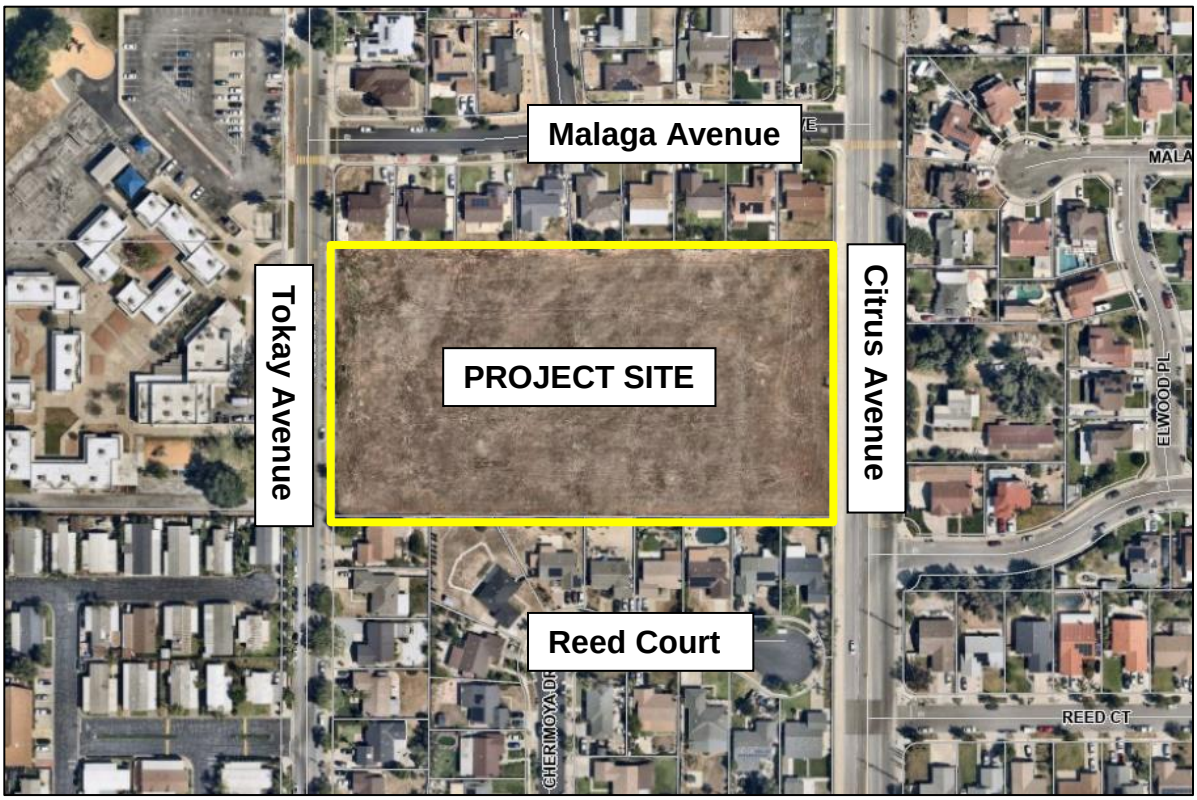
Affordable Housing Density Bonus Agreement:
The proposed Regulatory Agreement would restrict the use of three (3) units (the "Affordable Units") by requiring that they are rented or sold to very low-income households, which is defined as households with income that does not exceed fifty percent (50%) of the Area Median Income for San Bernardino County. The Regulatory Agreement provides that the Affordable Units will be either sold with monthly housing costs up to thirty percent (30%) of fifty percent (50%) of Area Median Income or rented for a term of 55 years for an "Affordable Rent," which is defined as not more than thirty percent (30%) of fifty percent (50%) of Area Median Income. The Regulatory Agreement includes obligations for income verification, preparation of a marketing plan, the City's right to make referrals for the Affordable Units, and other terms related to ensuring the covenants for the Affordable Units.

Environmental:
Pursuant to the previously adopted EIR for the General Plan (SCH No. 2016021099) and based on CEQA Guidelines Sections 15162 and 15183 et seq, and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines, the Project would not result in (1) a peculiar impact that was not identified as a significant impact under the prior EIR, (2) a significant impact that was not analyzed as significant in the prior EIR, (3) a potentially significant off-site impact of cumulative impact not discussed in the prior EIR; or (4) a more severe impact due to substantial new information that was not known at the time the prior EIR. No further action is required, and a Notice of Determination has been prepared for the Planning Commission's consideration.

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 Determination
Attachment No. 5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



N

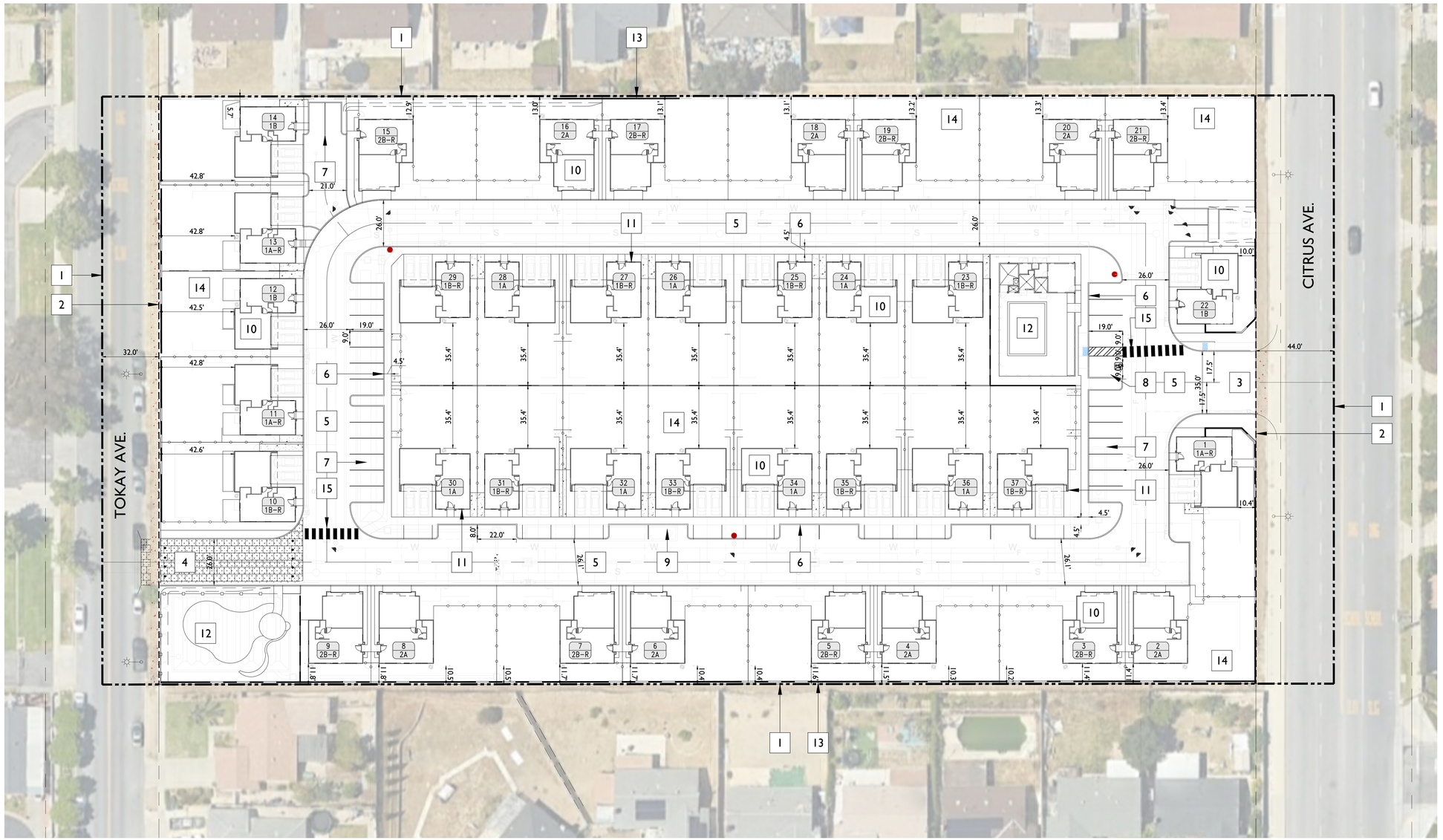
VICINITY MAP

LOCATION: 7844 Citrus Avenue(APN: 1110-361-10)

DATE: August 4, 2026

CASE: Master Case No. 25-0040
Tract Map No. 25-0002 (TTM No. 20787)
Design Review Project No. 25-0011

ATTACHMENT NO. 1



37 LOT FEE SIMPLE LOT SUBDIVISION
5.299 ACRES GROSS - 6.9 DU/AC
37 - LOTS
APN: 1110-361-10-0-000
TYPICAL LOT SIZE - 3,490 S.F.

EXISTING ZONING R-1
PROPOSED ZONING R-PC

6,239 S.F. COMMON RECREATION AREA

DWELLING UNIT SUMMARY

10	PLAN 1A	1,669 S.F.	3BD+LOFT/2.5BA
12	PLAN 1B	1,669 S.F.	3BD+LOFT/2.5BA
7	PLAN 2A	1,682 S.F.	4BD/2.5BA
8	PLAN 2B	1,682 S.F.	4BD/2.5BA

37 TOTAL DWELLING UNITS

PROVIDED PARKING SUMMARY
74 GARAGE STALLS (2 CAR EA.)
44 PRIVATE DRIVEWAY STALLS
15 ON-LOT STALLS
37 OPEN GUEST STALLS
170 TOTAL STALLS (4.59 STALLS/DU)

LEGAL DESCRIPTION
REAL PROPERTY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO. STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

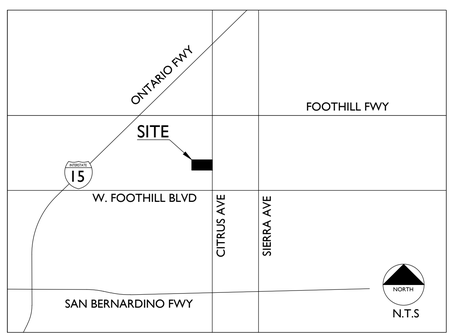
LOT 96 OF THE ETIWANDA VINEYARDS TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE 29, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA FOR STREET PURPOSES BY DEED RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-0598604 OF OFFICIAL RECORDS.

SITE PLAN KEYNOTES:

1. PROPERTY LINE
2. RIGHT-OF-WAY
3. PROJECT ENTRY
4. EMERGENCY VEHICLE ACCESS (EVA)
5. PRIVATE STREET - FIRE LANE
6. CONCRETE SIDEWALK (4'-0" WIDE MIN.)
7. STANDARD OPEN PARKING STALL - 9' X 18' (TYP.)
8. VAN ACCESSIBLE STALL W/ MIN. 8' LOADING ZONE
9. PARALLEL PARKING STALL 8' X 22' (TYP.)
10. 2 CAR GARAGE PER UNIT PLANS (20' X 20') TYP.
11. 2-STORY SINGLE FAMILY DWELLING, TYP.
12. COMMON OPEN SPACE - REFER TO LANDSCAPE PLANS
13. PERIMETER BLOCK WALL - REFER TO LANDSCAPE PLANS
14. PRIVATE YARDS (TYP.)
15. PEDESTRIAN PAINTED STRIPED CROSSWALK

VICINITY MAP



LOT AREA TABLE

LOT NO.	LOT AREA (S.F.)	PLAN TYPE	BLDG FOOTPRINT (S.F.)	LOT COVERAGE
1	4271	1A-R	1123	26.29%
2	3878	2A	1128	29.08%
3	3948	2B-R	1128	28.57%
4	3953	2A	1128	28.53%
5	3958	2B-R	1128	28.49%
6	3962	2A	1128	28.47%
7	3967	2B-R	1128	28.43%
8	3972	2A	1128	28.39%
9	2241	2B-R	1128	50.33%
10	4038	1B-R	1123	27.81%
11	3945	1A-R	1123	28.46%
12	3967	1B	1123	28.30%

LOT AREA TABLE

LOT NO.	LOT AREA (S.F.)	PLAN TYPE	BLDG FOOTPRINT (S.F.)	LOT COVERAGE
13	3968	1A-R	1123	28.30%
14	4087	1B	1123	27.47%
15	4333	2B-R	1128	26.03%
16	4166	2A	1128	27.07%
17	4170	2B-R	1128	27.05%
18	4176	2A	1128	27.01%
19	4182	2B-R	1128	26.97%
20	4188	2A	1128	26.93%
21	5024	2B-R	1128	22.45%
22	2374	1B	1123	47.30%
23	3580	1B-R	1123	31.36%
24	3580	1A	1123	31.36%

LOT AREA TABLE

LOT NO.	LOT AREA (S.F.)	PLAN TYPE	BLDG FOOTPRINT (S.F.)	LOT COVERAGE
25	3580	1B-R	1123	31.36%
26	3580	1A	1123	31.36%
27	3580	1B-R	1123	31.36%
28	3580	1A	1123	31.36%
29	3578	1B-R	1123	31.38%
30	3598	1A	1123	31.21%
31	3580	1B-R	1123	31.36%
32	3580	1A	1123	31.36%
33	3580	1B-R	1123	31.36%
34	3580	1A	1123	31.36%
35	3580	1B-R	1123	31.36%
36	3580	1A	1123	31.36%
37	3802	1B-R	1123	29.53%

ARCHITECTURAL SITE PLAN

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

NORTH

JUL. 13, 2026

SCALE: 0 30 60 90

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

SP



PLAN 2B PERSPECTIVE



PLAN 1A PERSPECTIVE



PLAN 2A PERSPECTIVE



PLAN 1B PERSPECTIVE

PERSPECTIVES

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

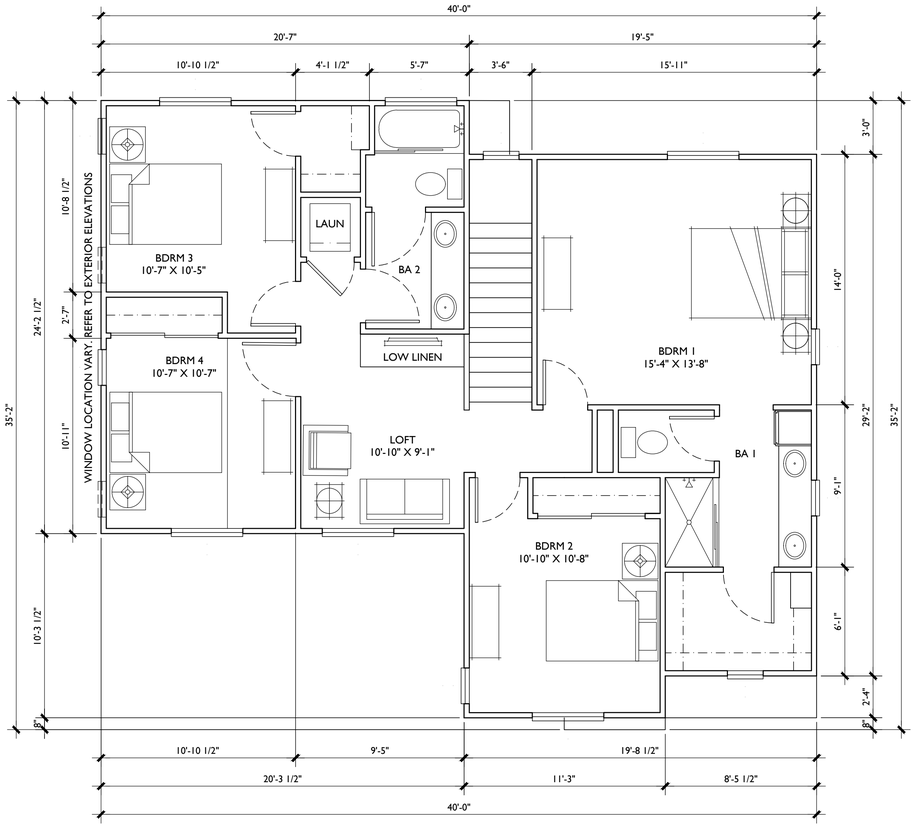
C I T R U S A V E D E T A C H E D H O M E S
7 8 4 4 C I T R U S A V E N U E , F O N T A N A C A 9 2 3 3 6
A P N 1 1 1 0 - 3 6 1 - 1 0

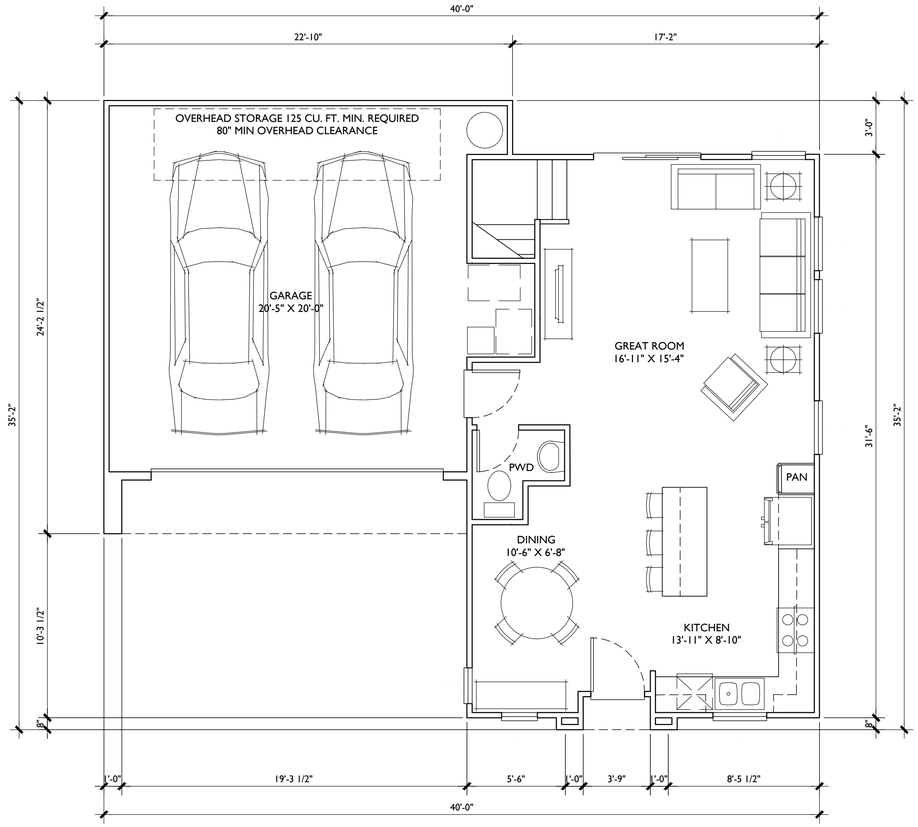
DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-1





PLAN 1: 3BD+LOFT/2.5BA

1ST FLR -	596 S.F.
2ND FLR-	1,073 S.F.
TOTAL GROSS	1,669 S.F.
GARAGE-	458 S.F.

PLAN 1 FLOOR PLANS

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

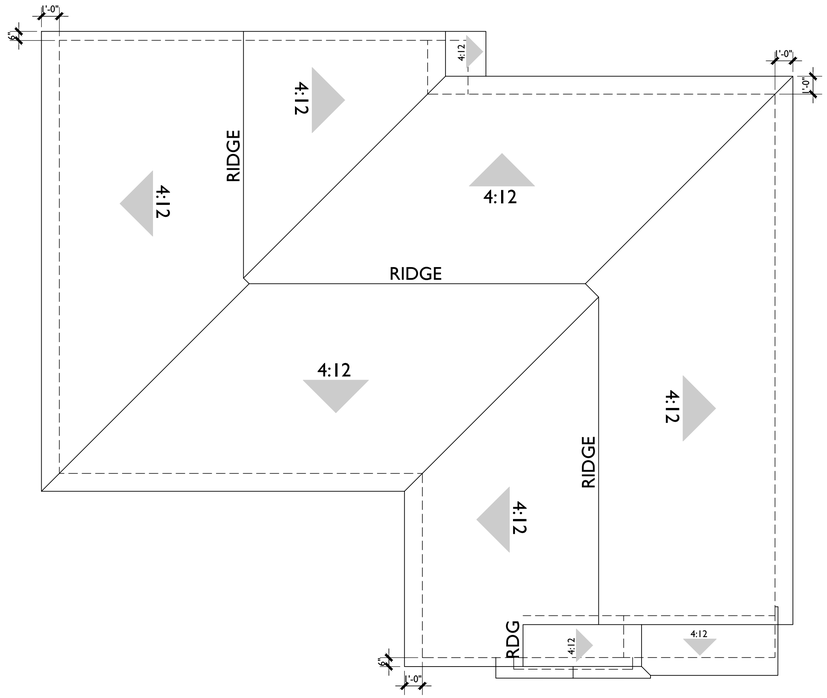
CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

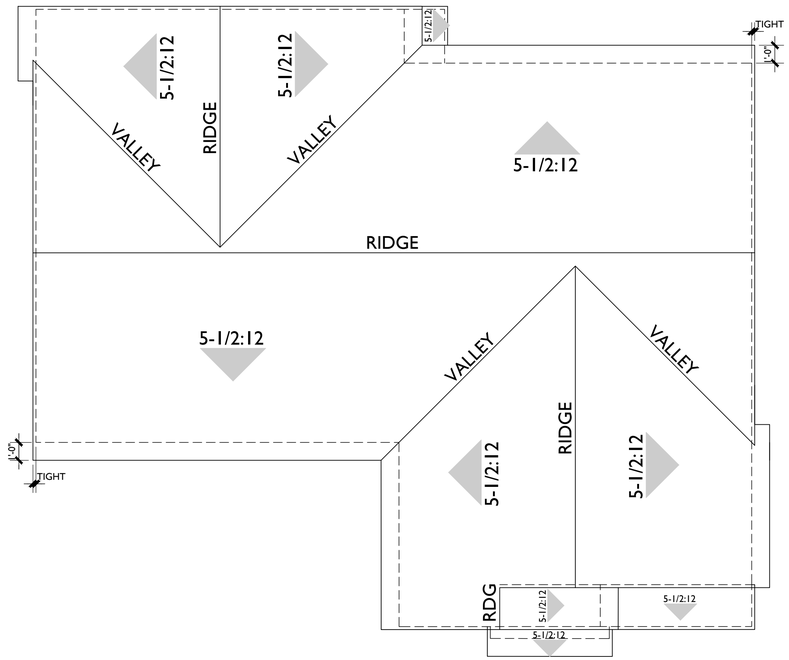
SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-2



PLAN 1B ROOF



PLAN 1A ROOF

PLAN 1 ROOF

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-3

MATERIAL SCHEDULE

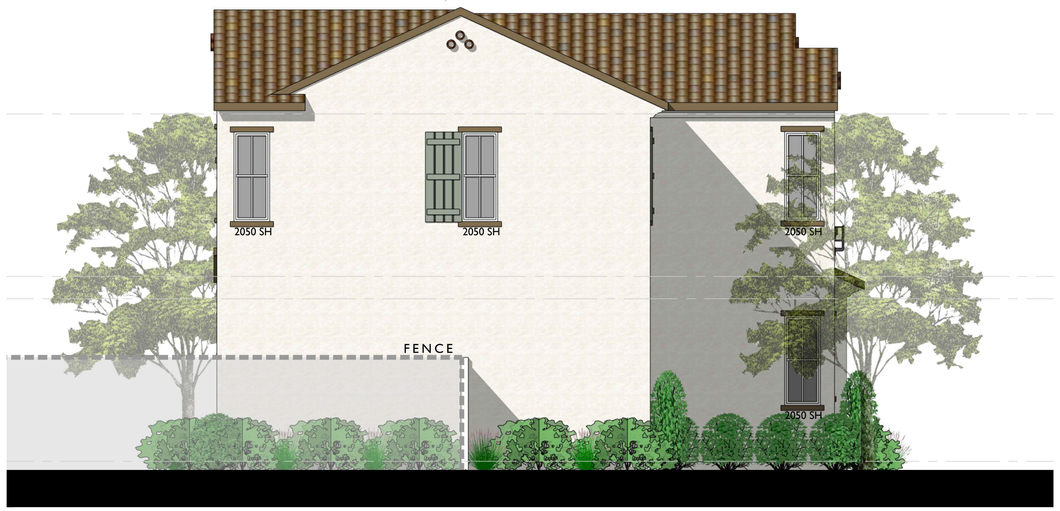
1. ROOF - CONCRETE S TILE
2. ROOF - CONCRETE FLAT TILE
3. EAVE- 2X W/ STUCCO O/ SHAPED FOAM
4. EAVE - 2X RESAWN WOOD
5. WALL - EXTERIOR 16/20 FINISH STUCCO
6. WALL - HORIZONTAL LAP SIDING
7. DECORATIVE 2X FOAM TRIM
8. DECORATIVE HARDIE TRIM
9. DECORATIVE GABLE ACCENT
10. DECORATIVE RESAWN OUTLOOKER
11. DECORATIVE SHAPED FOAM CORBEL
12. DECORATIVE SHUTTERS
13. EXTERIOR LIGHT FIXTURE
14. GARAGE DOOR
15. DECORATIVE METAL POTSHELF
16. PRIVATE YARD VINYL FENCE



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

PLAN 1A ELEVATIONS (SPANISH)

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-4



RIGHT ELEVATION



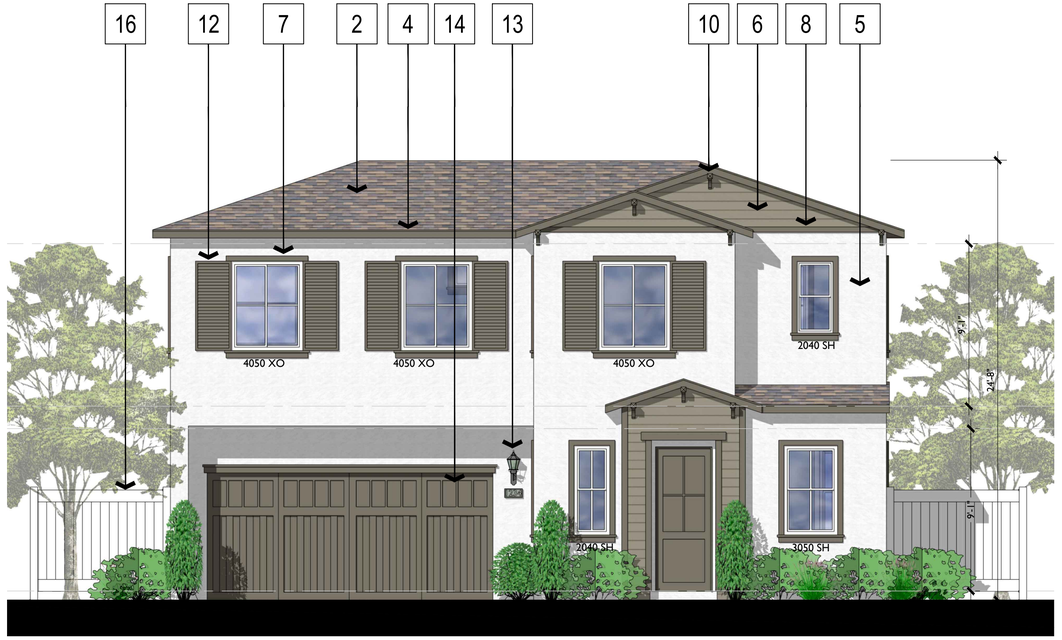
REAR ELEVATION

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. ROOF - CONCRETE FLAT TILE
3. EAVE- 2X W/ STUCCO O/ SHAPED FOAM
4. EAVE - 2X RESAWN WOOD
5. WALL - EXTERIOR 16/20 FINISH STUCCO
6. WALL - HORIZONTAL LAP SIDING
7. DECORATIVE 2X FOAM TRIM
8. DECORATIVE HARDIE TRIM
9. DECORATIVE GABLE ACCENT
10. DECORATIVE RESAWN OUTLOOKER
11. DECORATIVE SHAPED FOAM CORBEL
12. DECORATIVE SHUTTERS
13. EXTERIOR LIGHT FIXTURE
14. GARAGE DOOR
15. DECORATIVE METAL POTSHELF
16. PRIVATE YARD VINYL FENCE



LEFT ELEVATION



FRONT ELEVATION

PLAN 1B ELEVATIONS (RANCH)

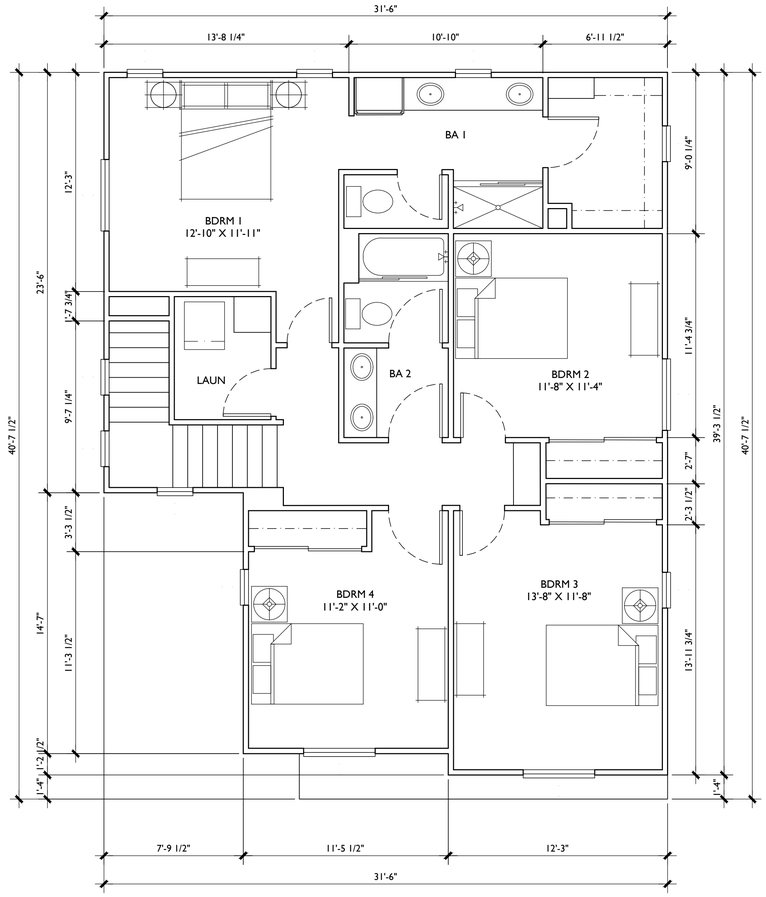
RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

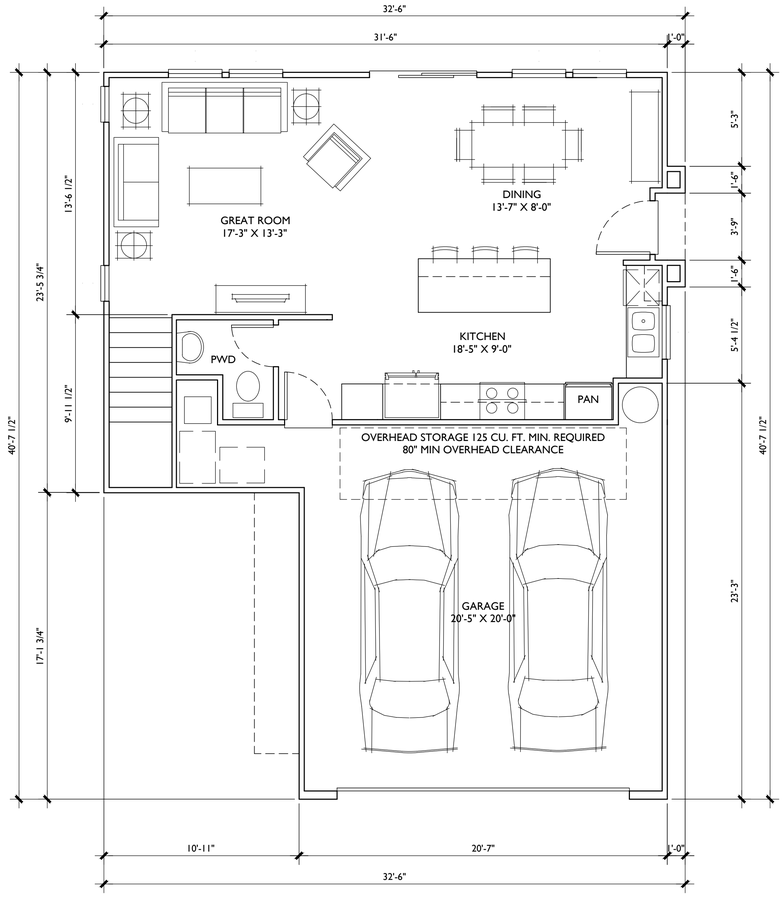
CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198





PLAN 2: 4BD/2.5BA

1ST FLR -	621 S.F.
2ND FLR-	1,060 S.F.
TOTAL GROSS	1,682 S.F.
GARAGE-	468 S.F.

PLAN 2 FLOOR PLANS

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

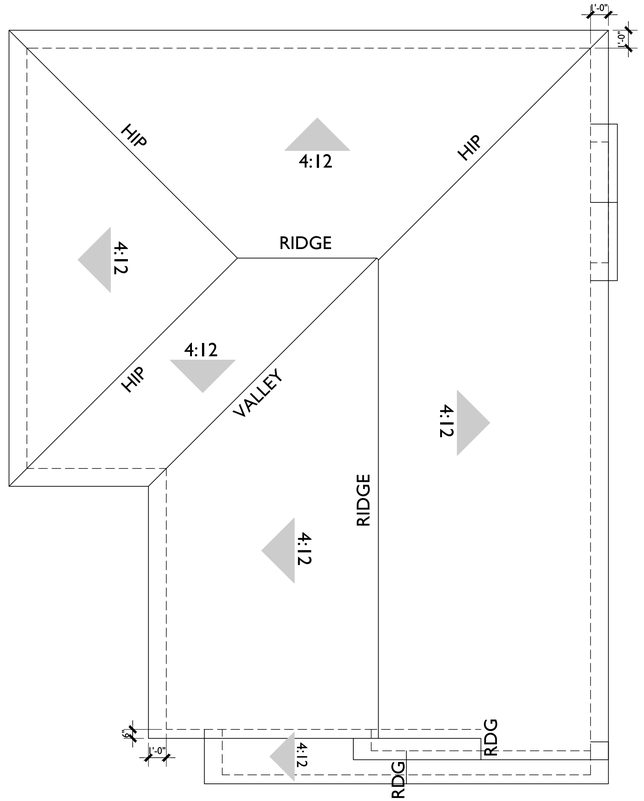
CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

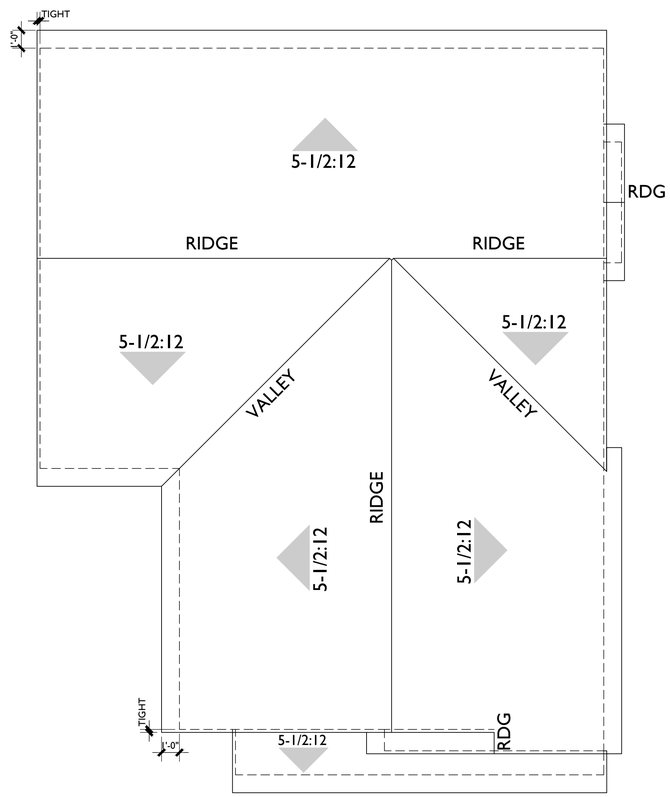
SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-6



PLAN 2B ROOF



PLAN 2A ROOF

PLAN 2 ROOF

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. ROOF - CONCRETE FLAT TILE
3. EAVE- 2X W/ STUCCO O/ SHAPED FOAM
4. EAVE - 2X RESAWN WOOD
5. WALL - EXTERIOR 16/20 FINISH STUCCO
6. WALL - HORIZONTAL LAP SIDING
7. DECORATIVE 2X FOAM TRIM
8. DECORATIVE HARDIE TRIM
9. DECORATIVE GABLE ACCENT
10. DECORATIVE RESAWN OUTLOOKER
11. DECORATIVE SHAPED FOAM CORBEL
12. DECORATIVE SHUTTERS
13. EXTERIOR LIGHT FIXTURE
14. GARAGE DOOR
15. DECORATIVE METAL POTSHELF
16. PRIVATE YARD VINYL FENCE



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

PLAN 2A ELEVATIONS (SPANISH)

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

A-8



RIGHT ELEVATION



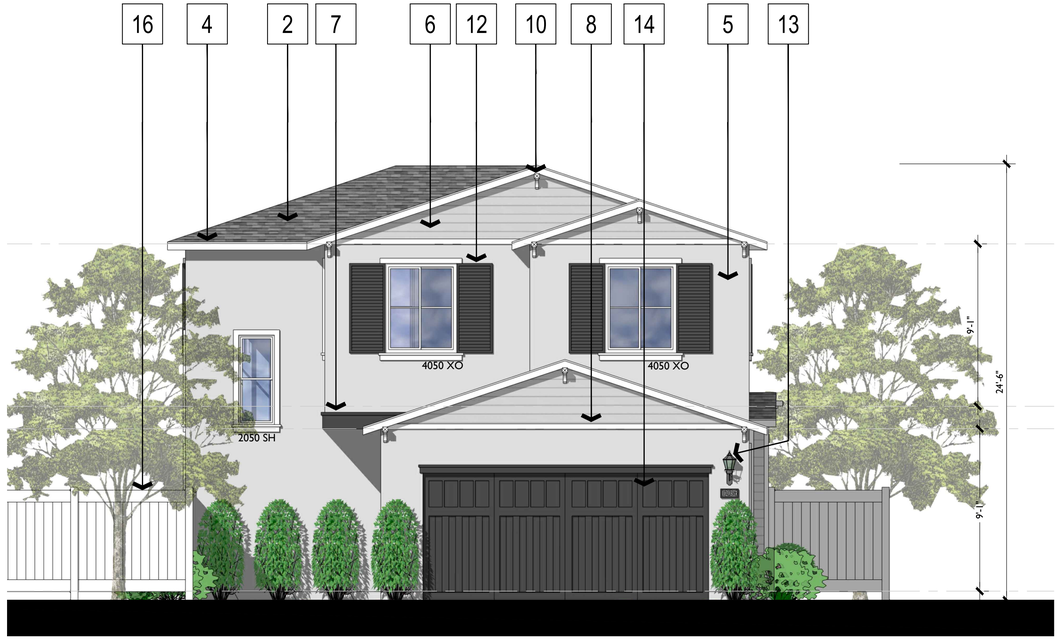
REAR ELEVATION

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. ROOF - CONCRETE FLAT TILE
3. EAVE- 2X W/ STUCCO O/ SHAPED FOAM
4. EAVE - 2X RESAWN WOOD
5. WALL - EXTERIOR 16/20 FINISH STUCCO
6. WALL - HORIZONTAL LAP SIDING
7. DECORATIVE 2X FOAM TRIM
8. DECORATIVE HARDIE TRIM
9. DECORATIVE GABLE ACCENT
10. DECORATIVE RESAWN OUTLOOKER
11. DECORATIVE SHAPED FOAM CORBEL
12. DECORATIVE SHUTTERS
13. EXTERIOR LIGHT FIXTURE
14. GARAGE DOOR
15. DECORATIVE METAL POTSHELF
16. PRIVATE YARD VINYL FENCE



LEFT ELEVATION



FRONT ELEVATION

PLAN 2B ELEVATIONS (RANCH)

RC HOMES, INC.
550 N Larchmont Blvd.; Suite 201
Los Angeles, CA 90004
323.450.2331

CITRUS AVE DETACHED HOMES
7844 CITRUS AVENUE, FONTANA CA 92336
APN 1110-361-10

DEC. 4, 2025

SCALE: 0 4 8 12

SUMMA ARCHITECTURE
5256 S. Mission Road, Suite 404
Bonsall, CA 92003
www.summarch.com
760.724-1198

CITRUS - DETACHED HOMES

RC HOMES
550 N. LARCHMONT BLVD.; SUITE 201
LOS ANGELES, CA. 90004

37 DETACHED HOMES
FONTANA, CA.
DEC. 4, 2025

MANUFACTURERS:
SHERWIN-WILLIAMS
EAGLE ROOFING

COLOR SCHEME 1A

STUCCO 1:

WHITETAIL SW 7103

TRIM/FASCIA & DOORS 2:

HIGH TEA SW 6159

ACCENT 3:

JASPER STONE SW 9133

ROOF (CAPISTRANO) 4:



3605 SAN BENITO BLEND

WINDOWS 5:

WHITE - VINYL

METAL ACCENT 6:

IRON ORE SW 7069



PLAN1A - 2-STORY - FRONT ELEVATION (SPANISH)

CITRUS - DETACHED HOMES

RC HOMES
550 N. LARCHMONT BLVD.; SUITE 201
LOS ANGELES, CA. 90004

37 DETACHED HOMES
FONTANA, CA.
DEC. 4, 2025

MANUFACTURERS:
SHERWIN-WILLIAMS
EAGLE ROOFING

COLOR SCHEME 1B

STUCCO 1:

PURE WHITE SW 7005

SIDING 2:

HONED SOAPSTONE SW 9126

TRIM/FASCIA/ACCENT 3:

ADAPTIVE SHADE SW7053

ROOF (BEL AIR) 4:



4602 CONCORD BLEND

WINDOWS 5:

WHITE - VINYL



PLAN1B - 2-STORY - FRONT ELEVATION (RANCH)

CITRUS - DETACHED HOMES

RC HOMES
550 N. LARCHMONT BLVD.; SUITE 201
LOS ANGELES, CA. 90004

37 DETACHED HOMES
FONTANA, CA.
DEC. 4, 2025

MANUFACTURERS:
SHERWIN-WILLIAMS
EAGLE ROOFING

COLOR SCHEME 2A

STUCCO 1:

EXTRA WHITE SW 7006

TRIM & FASCIA 2:

CHATEAU BROWN SW 7510

ACCENT 3:

CHATEAU BROWN SW 7510

ROOF (CAPISTRANO) 4:



3628 KNOXVILLE BLEND

WINDOWS 5:

WHITE - VINYL

METAL ACCENT 6:

IRON ORE SW 7069



PLAN2A- 2-STORY - FRONT ELEVATION (SPANISH)

CITRUS - DETACHED HOMES

RC HOMES
550 N. LARCHMONT BLVD.; SUITE 201
LOS ANGELES, CA. 90004

37 DETACHED HOMES
FONTANA, CA.
DEC 4, 2025

MANUFACTURERS:
SHERWIN-WILLIAMS
EAGLE ROOFING

COLOR SCHEME 2B

STUCCO 1:

REFLECTION SW 7661

SIDING 2:

EVENING SHADOW SW 7662

TRIM / FASCIA 3:

EXTRA WHITE SW 7006

ACCENT 4:

WEB GRAY SW 7075

ROOF (BEL AIR) 5:



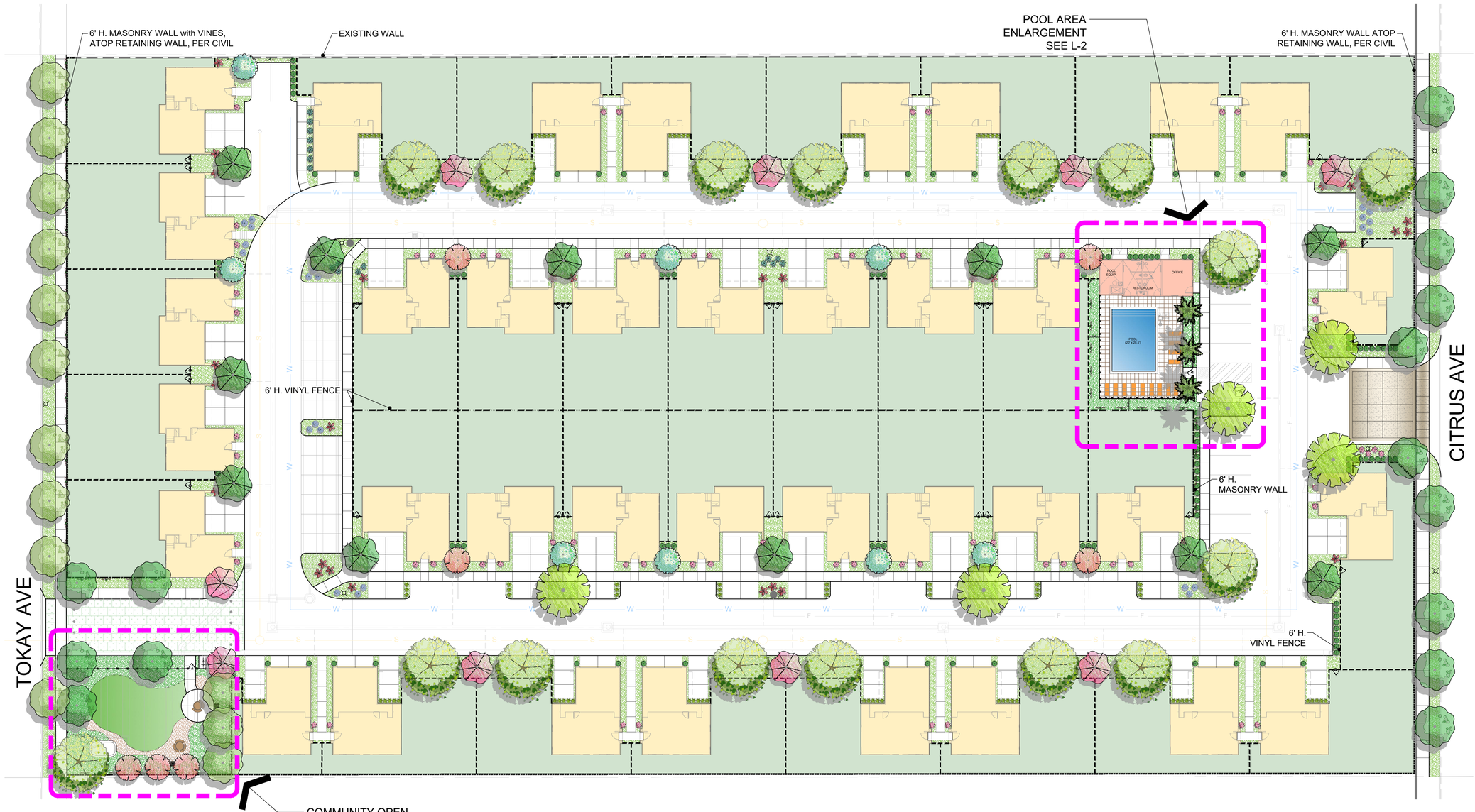
4679 LIGHT GRAY RANGE

WINDOWS 6:

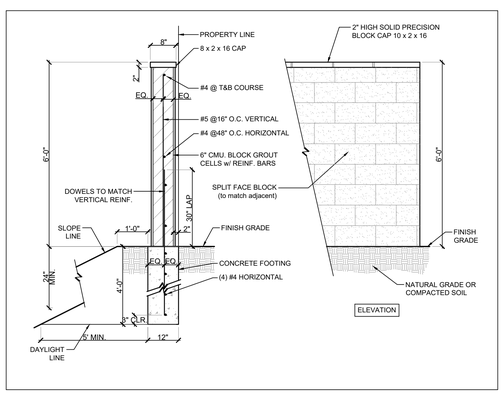
WHITE - VINYL



PLAN2B- 2-STORY - FRONT ELEVATION (RANCH)



LANDSCAPE SUMMARY:
Proposed plant palette has been selected for its drought tolerant properties appropriate for the region, per WUCOLS.
Street trees within city right-of-way shall be approved by governing agency.
All shrub areas shall receive a minimum 3" thick layer of mulch, except a) turf areas, b) creeping or rooted ground cover areas.
All above ground utilities shall be provided with plant screening in accordance per requirements of city and/or governing agencies.
Landscape plans shall comply with city/county landscape guidelines and regulations, and shall meet all state water ordinance requirements set forth under (M)WELO and AB.1881.
Landscape shall be provided with an automatic irrigation system using a smart controller with weather sensing devices.
A dedicated water meter will be used to facilitate water management and the point-of-connection (POC) shall be equipped with a backflow device, master valve, and flow sensor.
Irrigation system shall utilize drip and low volume sprinklers, with circuits grouped by hydrozones, and trees shall be irrigated on separate circuit with low volume bubblers.
Irrigation system shall utilize on-grade drip irrigation for site planter areas and sub-surface drip within the R.O.W.
Pressure compensating devices shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
Built-in emitter check valves or within pop-up bubbler bodies, will be used to manage water use and eliminate run-off.
An agronomic soils report shall be prepared prior to installation of irrigation or amendments for all planting areas.



BLOCK WALL DETAIL 'A'

LANDSCAPE LEGEND

- HOA Front Yard Landscape
- SFD Rear Yard Landscape
- Community Space Landscape
- Turf — Community Area Turf
- 6' High Block Wall (see detail A, sheet L-1)
- Combo Vinyl Fence atop Retaining Wall per civl
- Combo Masonry Wall atop Retaining Wall per civl
- 6' Side Yard Vinyl Fence & Gate
- 6' High Tubular Steel Gate
- 6' High Tubular Steel Fence
- Existing Block Wall to remain

LANDSCAPE AREA SUMMARY

Site Size:	5.299 Acres
Total Landscape Area:	94,585 9 S.F.
Front Yard HOA Landscape	18,798 s.f.
Rear Yard Landscape	71,567 s.f.
Community Open Space	4,220 s.f.
Total Landscape Percentage:	41%
[230,825 SF site / 94,585 landscape = 40.9%]	
Community Open Space:	3.5% of site area

PLANT QUANTITIES

Tress:

36" Box-	16 Qty.
24" Box-	58 Qty.
12' BTH-	3 Qty.
15 Gal-	24 Qty.

TREE PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY	REMARK
TREES				
	Arbuts u. 'Marina' Marina Strawberry Tree	24"box	11	Low/ Standard
	Arecastrum romanzoffianum Queen Palm	12` BTH	3	Mod. Matched
	Cercidium x `Desert Museum` Thornless Palo Verde	24"box	5	Low/ Standard
	Cercis canadensis Eastern Redbud	24"box	9	Low Standard
	Magnolia g. 'St. Mary' Saint Mary Magnolia	24"box	15	Mod./ Standard
	Podocarpus mac. 'Maki' Shrubby Yew Pine	15 gal	24	Mod. Columnar
	Pyrus calleryana 'Chanticleer' Chanticleer Callery Pear	24"box	7	Mod./ Std. Matchi
	Tristania conferta Brisbane Box	24"box	3	Mod./ Standard
	Tristania laurina 'Elegant' Elegant Water Gum	24"box	8	Mod./ Standard
	Ulmus parvifolia `True Green` True Green Elm	36"box	16	Low Matched

SHRUB PLANT SCHEDULE

BOTANICAL NAME	COMMON NAME
SHRUBS	
Aeonium x 'Mint Saucer' NO zn18	Mint Saucer Aeonium
Alyogyne huegelii	Blue Hibiscus
Anigozanthos flavidus 'Big Red'	Kangaroo Paw
Anigozanthos x `Kanga Pink`	Kanga Pink Kangaroo Paw
Asparagus densiflorus `Myers`	Myers Asparagus
Callistemon viminalis 'Little John'	Little John Weeping Bottlebrush
Chondropetalum tectorum	Cape Rush
Cistus ladanifer	Crimson Spot Rockrose
Cordyline australis 'Red Star'	Red Star Grass Palm
Correa x 'Ray's Tangerine'	Ray's Tangerine Australian Fuchsia
Cuphea hyssopifolia	False Heather
Dianella caerulea `Baby Bliss`	Little Becca Flax Lily
Dianella rev. 'Clarity Blue'	Clarity Blue Flax Lily
Dianella tasmanica `Variegata`	Flax Lily
Dietes vegeta	African Iris
Diplacus a. 'Jelly Bean Orange'	Jelly Bean Orange Monkeyflower
Galvezia speciosa 'Firecracker'	Firecracker Island Snapdragon
Juncus patens	California Gray Rush
Lantana montevidensis 'Alba'	White Trailing Lantana
Laurus nobilis `MonRik`	Dwarf Sweet Bay
Lavandula a. `Thumbelina Leigh`	Thumbelina Leigh English Lavender
Lavandula stoechas	Spanish Lavender
Ligustrum j. 'Texanum'	Waxleaf Privet
Lomandra hystrix 'Tropic Belle'	Tropic Belle Mat Rush
Nandina domestica ' Firepower`	Firepower Heavenly Bamboo
Nandina domestica 'Lemon-Lime'	Lemon-Lime Heavenly Bamboo
Nassella tenuissima	Mexican Feather Grass
Nerium oleander `Little Salmon'	Dwarf Salmon Oleander
Olea europaea 'Little Ollie' TM	Little Ollie Olive
Pedilanthus macrocarpus	Lady Slipper
Pelargonium tomentosum	Peppermint Geranium
Penstemon h. 'Margarita BOP'	Margarita BOP Penstemon
Phormium x 'Dark Delight'	Dark Delight Purple Flax
Podocarpus macrophyllus 'Maki'	Maki Yew Podocarpus
Polygala fruticosa `Petite Butterfly`	Sweet Pea Shrub
Rhaphiolepis umbellata `Minor`	Yedda Hawthorn
Rosa f. `Iceberg White`	White Iceberg Rose
Rosmarinus officinalis `Tuscan Blue`	Tuscan Blue Rosemary
Strelitzia r. juncea	Narrow-leafed Bird of Paradise
Westringia fruticosa `Blue Gem`	Blue Gem Coast Rosemary
Westringia fruticosa 'Morning Light'	Morning Light Coast Rosemary
VINES	
Bougainvillea x 'San Diego Red'	San Diego Red Bougainvillea
Ficus pumila	Creeping Fig
Lonicera japonica	Japanese Honeysuckle
Macfadyena unguis-cati	Cat's Claw Creeper

CONCEPT PLANT SCHEDULE

	Quantity	Size	Percentage
COMMUNITY OPEN SPACE LANDSCAPE	4,220 sf		
Shrubs - Community Open Space	389	1 gal	20% @ 18" o.c.
Shrubs - Community Open Space	26	15 gal.	10% @ 48" o.c.
Shrubs - Community Open Space	488	5 gal	70% @ 30" o.c.
Turf - Community Open Space	1,097	Sod	
FRONT YARD LANDSCAPE	18,798 sf		
Shrubs - Front Yard	1,734	1 gal	20% @ 18" o.c.
Shrubs - Front Yard	113	15 gal.	10% @ 48" o.c.
Shrubs - Front Yard	2,176	5 gal	70% @ 30" o.c.

Rev: 09-18-2025
Date: 05-16-2025
JOB # 4871

L-1

NORTH

0 20 40 60 feet
SCALE: 1" = 20'

L.A. GROUP Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

L.A. Group Design Works, Inc.

CITRUS AVENUE DETACHED HOMES

7844 CITRUS AVENUE, FONTANA CA 92336

CONCEPTUAL LANDSCAPE PLAN

Landscape Architecture



Tokay Ave. - north end
Adjacent masonry wall



Citrus Ave. - south end
Adjacent masonry wall



Citrus Ave. - north end
Adjacent masonry wall



Proposed Precision Cap



Proposed Split Face Wall

LANDSCAPE LEGEND

- HOA Front Yard Landscape
- SFD Rear Yard Landscape
- Community Space Landscape
- Turf — Community Area Turf
- 6' High Block Wall (see detail A, sheet L-1)
- Combo Vinyl Fence atop Retaining Wall per civil
- Combo Masonry Wall atop Retaining Wall per civil
- 6' Side Yard Vinyl Fence & Gate
- 6' High Tubular Steel Gate
- 6' High Tubular Steel Fence
- Existing Block Wall to remain

CONCEPT PLANT SCHEDULE

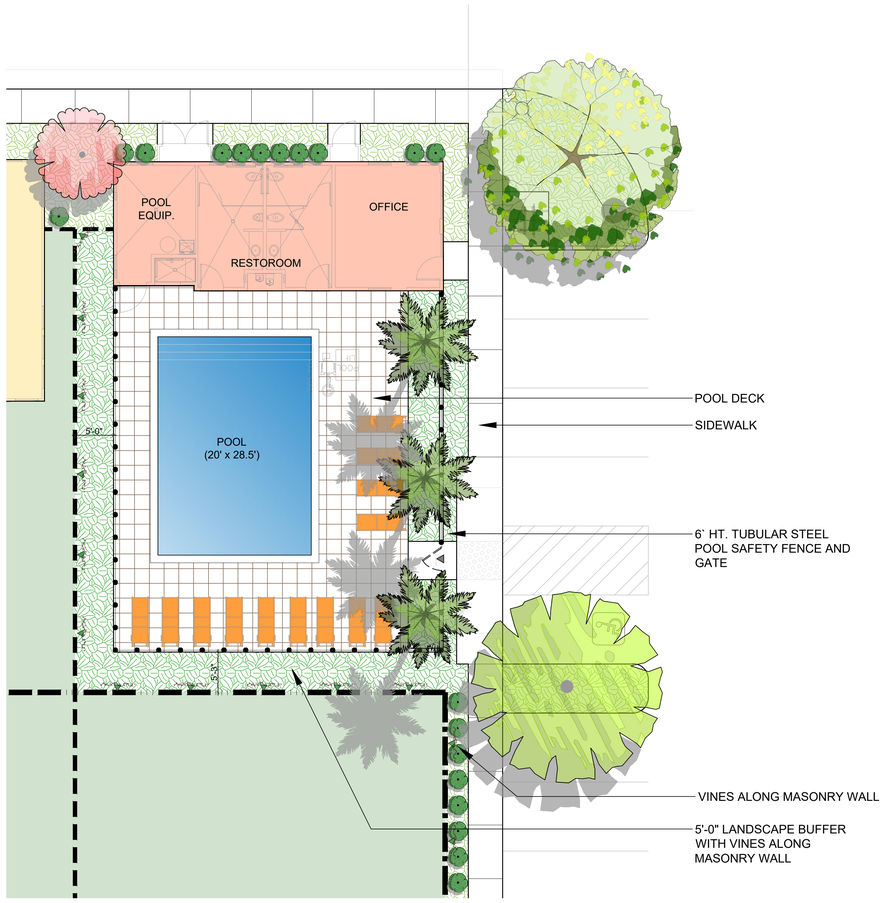
	Quantity	Size	Percentage
COMMUNITY OPEN SPACE LANDSCAPE	4,220 sf		
Shrubs - Community Open Space	389	1 gal	20% @ 18" o.c.
Shrubs - Community Open Space	26	15 gal.	10% @ 48" o.c.
Shrubs - Community Open Space	488	5 gal	70% @ 30" o.c.
Turf - Community Open Space	1,097	Sod	
FRONT YARD LANDSCAPE	18,798 sf		
Shrubs - Front Yard	1,734	1 gal	20% @ 18" o.c.
Shrubs - Front Yard	113	15 gal.	10% @ 48" o.c.
Shrubs - Front Yard	2,176	5 gal	70% @ 30" o.c.

TREE PLANT SCHEDULE

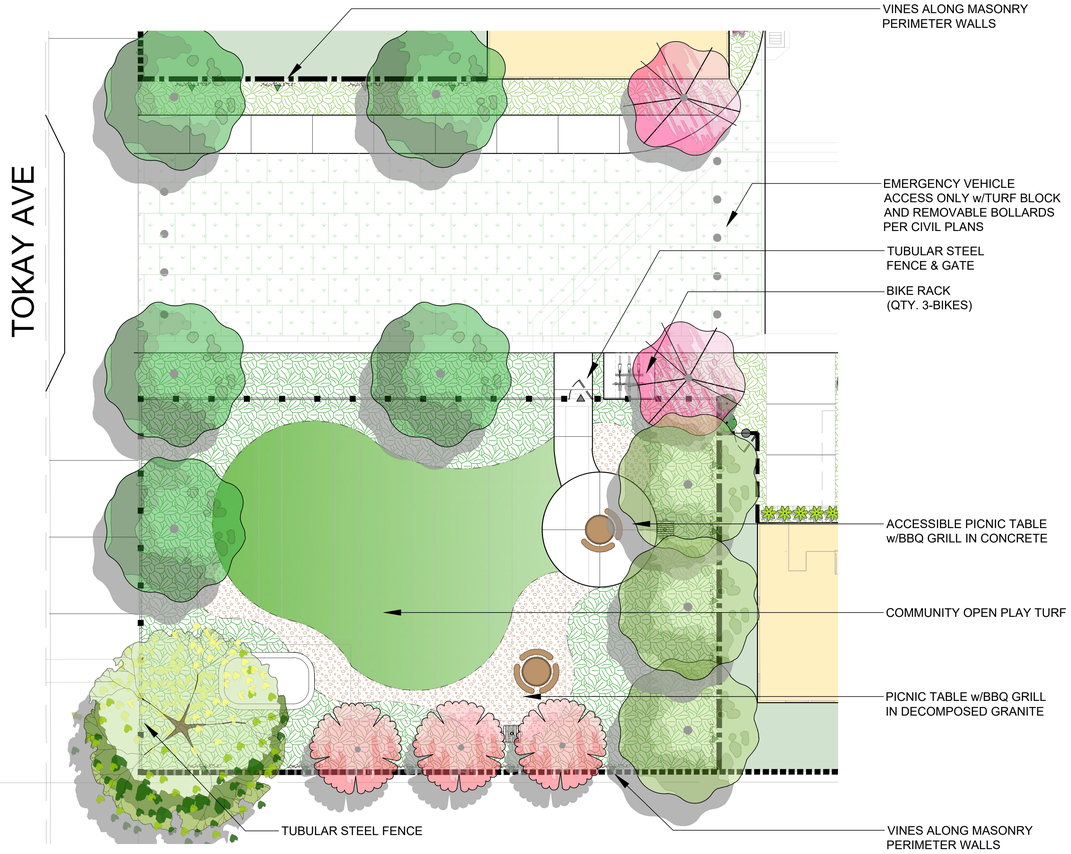
SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY	REMARKS
TREES				
	Arbuts u. 'Marina' Marina Strawberry Tree	24"box	11	Low/ Standard
	Arecastrum romanzoffianum Queen Palm	12' BTH	3	Mod. Matched
	Cercidium x `Desert Museum` Thornless Palo Verde	24"box	5	Low/ Standard
	Cercis canadensis Eastern Redbud	24"box	9	Low Standard
	Magnolia g. 'St. Mary' Saint Mary Magnolia	24"box	15	Mod./ Standard
	Podocarpus mac. 'Maki' Shrubby Yew Pine	15 gal	24	Mod. Columnar
	Pyrus calleryana 'Chanticleer' Chanticleer Callery Pear	24"box	7	Mod./ Std. Matched
	Tristania conferta Brisbane Box	24"box	3	Mod./ Standard
	Tristania laurina 'Elegant' Elegant Water Gum	24"box	8	Mod./ Standard
	Ulmus parvifolia `True Green` True Green Elm	36"box	16	Low Matched

SHRUB PLANT SCHEDULE

BOTANICAL NAME	COMMON NAME
SHRUBS	
Aeonium x 'Mint Saucer' NO zn18	Mint Saucer Aeonium
Alyogyne huegelii	Blue Hibiscus
Anigozanthos flavidus 'Big Red'	Kangaroo Paw
Anigozanthos x `Kanga Pink`	Kanga Pink Kangaroo Paw
Asparagus densiflorus `Myers`	Myers Asparagus
Callistemon viminalis 'Little John'	Little John Weeping Bottlebrush
Chondropetalum tectorum	Cape Rush
Cistus ladanifer	Crimson Spot Rockrose
Cordyline australis 'Red Star'	Red Star Grass Palm
Correa x 'Ray's Tangerine'	Ray's Tangerine Australian Fuchsia
Cuphea hyssopifolia	False Heather
Dianella caerulea `Baby Bliss'	Little Becca Flax Lily
Dianella rev. 'Clarity Blue'	Clarity Blue Flax Lily
Dianella tasmanica `Variegata`	Flax Lily
Dietes vegeta	African Iris
Diplacus a. 'Jelly Bean Orange'	Jelly Bean Orange Monkeyflower
Galvezia speciosa 'Firecracker'	Firecracker Island Snapdragon
Juncus patens	California Gray Rush
Lantana montevidensis 'Alba'	White Trailing Lantana
Laurus nobilis `MonRik`	Dwarf Sweet Bay
Lavandula a. `Thumbelina Leigh`	Thumbelina Leigh English Lavender
Lavandula stoechas	Spanish Lavender
Ligustrum j. 'Texanum'	Waxleaf Privet
Lomandra hystrix 'Tropic Belle'	Tropic Belle Mat Rush
Nandina domestica `Firepower`	Firepower Heavenly Bamboo
Nandina domestica 'Lemon-Lime'	Lemon-Lime Heavenly Bamboo
Nassella tenuissima	Mexican Feather Grass
Nerium oleander `Little Salmon'	Dwarf Salmon Oleander
Olea europaea 'Little Ollie' TM	Little Ollie Olive
Pedilanthus macrocarpus	Lady Slipper
Pelargonium tomentosum	Peppermint Geranium
Penstemon h. 'Margarita BOP'	Margarita BOP Penstemon
Phormium x 'Dark Delight'	Dark Delight Purple Flax
Podocarpus macrophyllus 'Maki'	Maki Yew Podocarpus
Polygala fruticosa `Petite Butterfly'	Sweet Pea Shrub
Rhaphiolepis umbellata `Minor`	Yedda Hawthorn
Rosa f. `Iceberg White'	White Iceberg Rose
Rosmarinus officinalis `Tuscan Blue`	Tuscan Blue Rosemary
Strelitzia r. juncea	Narrow-leafed Bird of Paradise
Westringia fruticosa `Blue Gem`	Blue Gem Coast Rosemary
Westringia fruticosa 'Morning Light'	Morning Light Coast Rosemary
VINES	
Bougainvillea x 'San Diego Red'	San Diego Red Bougainvillea
Ficus pumila	Creeping Fig
Lonicera japonica	Japanese Honeysuckle
Macfadyena unguis-cati	Cat's Claw Creeper



POOL AREA



COMMUNITY OPEN SPACE

Rev: 09-18-2025
Date: 05-16-2025
JOB # 4871

L-2

NORTH

0 8 16 24 feet
SCALE: 1/8" = 1'-0"

L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

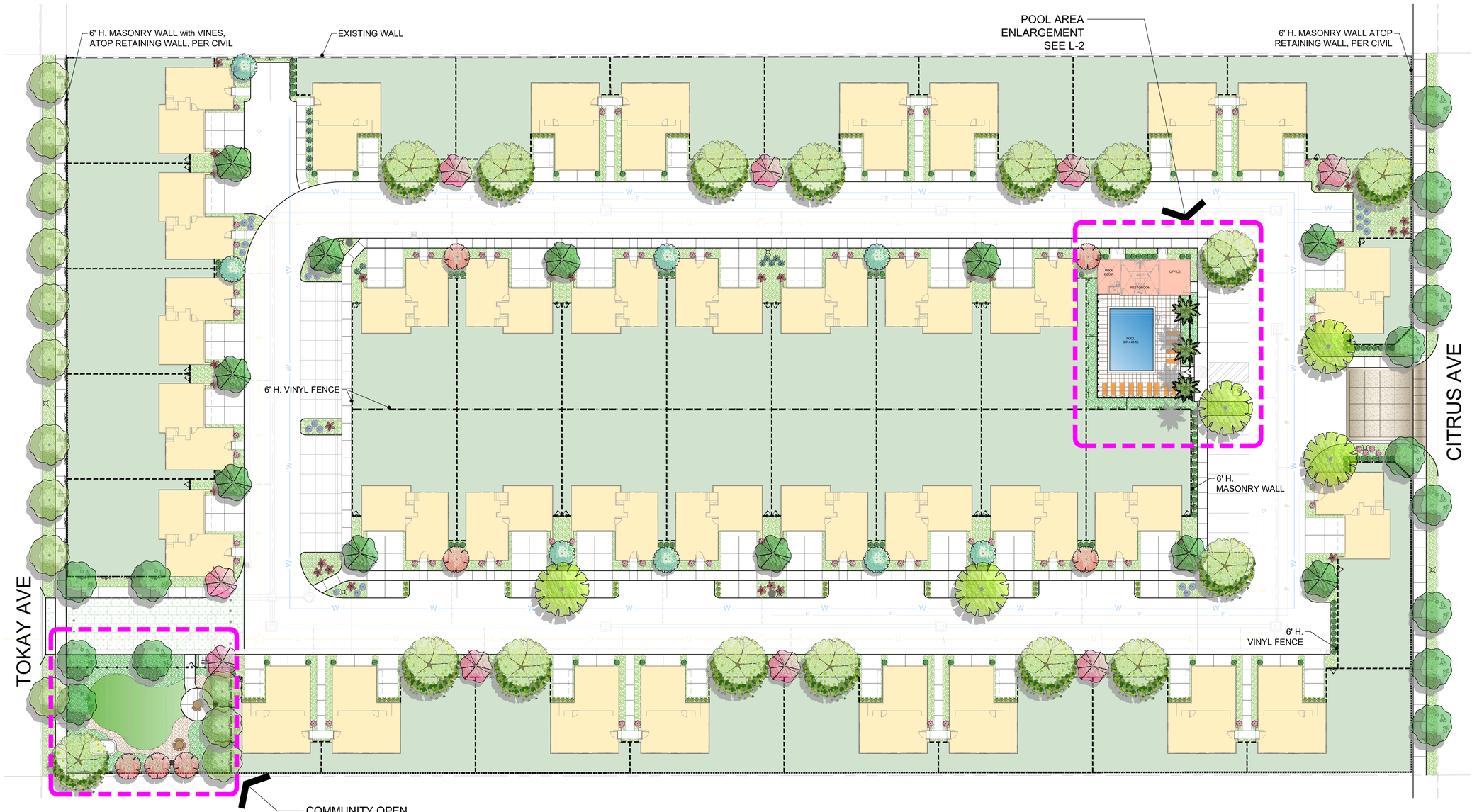
L.A. Group Design Works, Inc.

CITRUS AVENUE DETACHED HOMES

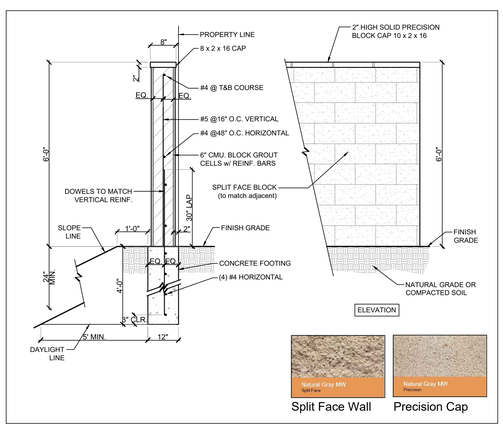
7844 CITRUS AVENUE, FONTANA CA 92336

LANDSCAPE @ POOL AREA & COMMUNITY OPEN SPACE

Landscape Architecture



LANDSCAPE SUMMARY:
Proposed plant palette has been selected for its drought tolerant properties appropriate for the region, per WUCOLS.
Street trees within city right-of-way shall be approved by governing agency.
All shrub areas shall receive a minimum 3" thick layer of mulch, except a) turf areas, b) creeping or rooted ground cover areas.
All above ground utilities shall be provided with plant screening in accordance per requirements of city and/or governing agencies.
Landscape plans shall comply with city/county landscape guidelines and regulations, and shall meet all state water ordinance requirements set forth under (M)WELO and AB.1881.
Landscape shall be provided with an automatic irrigation system using a smart controller with weather sensing devices.
A dedicated water meter will be used to facilitate water management and the point-of-connection (POC) shall be equipped with a backflow device, master valve, and flow sensor.
Irrigation system shall utilize drip and low volume sprinklers, with circuits grouped by hydrozones, and trees shall be irrigated on separate circuit with low volume bubblers.
Irrigation system shall utilize on-grade drip irrigation for site planter areas and sub-surface drip within the R.O.W.
Pressure compensating devices shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
Built-in emitter check valves or within pop-up bubbler bodies, will be used to manage water use and eliminate run-off.
An agronomic soils report shall be prepared prior to installation of irrigation or amendments for all planting areas.



BLOCK WALL DETAIL 'A'

LANDSCAPE LEGEND

- HOA Front Yard Landscape
- SFD Rear Yard Landscape
- Community Space Landscape
- Turf — Community Area Turf
- 6' High Block Wall (see detail A, sheet L-1)
- Combo Vinyl Fence atop Retaining Wall per civl
- Combo Masonry Wall atop Retaining Wall per civl
- 6' Side Yard Vinyl Fence & Gate
- 6' High Tubular Steel Gate
- 6' High Tubular Steel Fence
- Existing Block Wall to remain

LANDSCAPE AREA SUMMARY

Site Size:	5.299 Acres
Total Landscape Area:	94,585 9 S.F.
Front Yard HOA Landscape	18,798 s.f.
Rear Yard Landscape	71,567 s.f.
Community Open Space	4,220 s.f.
Total Landscape Percentage:	41%
[230,825 SF site / 94,585 landscape = 40.9%]	
Community Open Space:	1.8% of site area

PLANT QUANTITIES

Tress:

36" Box-	16 Qty.
24" Box-	58 Qty.
12' BTH-	3 Qty.
15 Gal-	24 Qty.

TREE PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY	REMARK
TREES				
	Arbuts u. 'Marina' Marina Strawberry Tree	24"box	11	Low/ Standard
	Arecastrum romanzoffianum Queen Palm	12` BTH	3	Mod. Matched
	Cercidium x `Desert Museum` Thornless Palo Verde	24"box	5	Low/ Standard
	Cercis canadensis Eastern Redbud	24"box	9	Low Standard
	Magnolia g. 'St. Mary' Saint Mary Magnolia	24"box	15	Mod./ Standard
	Podocarpus mac. 'Maki' Shrubby Yew Pine	15 gal	24	Mod. Columnar
	Pyrus calleryana 'Chanticleer' Chanticleer Callery Pear	24"box	7	Mod./ Std. Matchi
	Tristania conferta Brisbane Box	24"box	3	Mod./ Standard
	Tristania laurina 'Elegant' Elegant Water Gum	24"box	8	Mod./ Standard
	Ulmus parvifolia `True Green` True Green Elm	36"box	16	Low Matched

SHRUB PLANT SCHEDULE

BOTANICAL NAME	COMMON NAME
SHRUBS	
Aeonium x 'Mint Saucer' NO zn18	Mint Saucer Aeonium
Alyogyne huegelii	Blue Hibiscus
Anigozanthos flavidus 'Big Red'	Kangaroo Paw
Anigozanthos x `Kanga Pink`	Kanga Pink Kangaroo Paw
Asparagus densiflorus `Myers`	Myers Asparagus
Callistemon viminalis 'Little John'	Little John Weeping Bottlebrush
Chondropetalum tectorum	Cape Rush
Cistus ladanifer	Crimson Spot Rockrose
Cordyline australis 'Red Star'	Red Star Grass Palm
Correa x 'Ray's Tangerine'	Ray's Tangerine Australian Fuchsia
Cuphea hyssopifolia	False Heather
Dianella caerulea `Baby Bliss`	Little Becca Flax Lily
Dianella rev. 'Clarity Blue'	Clarity Blue Flax Lily
Dianella tasmanica `Variegata`	Flax Lily
Dietes vegeta	African Iris
Diplacus a. 'Jelly Bean Orange'	Jelly Bean Orange Monkeyflower
Galvezia speciosa 'Firecracker'	Firecracker Island Snapdragon
Juncus patens	California Gray Rush
Lantana montevidensis 'Alba'	White Trailing Lantana
Laurus nobilis `MonRik`	Dwarf Sweet Bay
Lavandula a. `Thumbelina Leigh`	Thumbelina Leigh English Lavender
Lavandula stoechas	Spanish Lavender
Ligustrum j. 'Texanum'	Waxleaf Privet
Lomandra hystrix 'Tropic Belle'	Tropic Belle Mat Rush
Nandina domestica ' Firepower`	Firepower Heavenly Bamboo
Nandina domestica 'Lemon-Lime'	Lemon-Lime Heavenly Bamboo
Nassella tenuissima	Mexican Feather Grass
Nerium oleander `Little Salmon'	Dwarf Salmon Oleander
Olea europaea 'Little Ollie' TM	Little Ollie Olive
Pedilanthus macrocarpus	Lady Slipper
Pelargonium tomentosum	Peppermint Geranium
Penstemon h. 'Margarita BOP'	Margarita BOP Penstemon
Phormium x 'Dark Delight'	Dark Delight Purple Flax
Podocarpus macrophyllus 'Maki'	Maki Yew Podocarpus
Polygala fruticosa `Petite Butterfly`	Sweet Pea Shrub
Rhaphiolepis umbellata `Minor`	Yedda Hawthorn
Rosa f. `Iceberg White`	White Iceberg Rose
Rosmarinus officinalis `Tuscan Blue`	Tuscan Blue Rosemary
Streltzia r. juncea	Narrow-leafed Bird of Paradise
Westringia fruticosa `Blue Gem`	Blue Gem Coast Rosemary
Westringia fruticosa 'Morning Light'	Morning Light Coast Rosemary
VINES	
Bougainvillea x 'San Diego Red'	San Diego Red Bougainvillea
Ficus pumila	Creeping Fig
Lonicera japonica	Japanese Honeysuckle
Macfadyena unguis-cati	Cat's Claw Creeper

CONCEPT PLANT SCHEDULE

	Quantity	Size	Percentage
COMMUNITY OPEN SPACE LANDSCAPE	4,220 sf		
Shrubs - Community Open Space	389	1 gal	20% @ 18" o.c.
Shrubs - Community Open Space	26	15 gal.	10% @ 48" o.c.
Shrubs - Community Open Space	488	5 gal	70% @ 30" o.c.
Turf - Community Open Space	1,097	Sod	
FRONT YARD LANDSCAPE	18,798 sf		
Shrubs - Front Yard	1,734	1 gal	20% @ 18" o.c.
Shrubs - Front Yard	113	15 gal.	10% @ 48" o.c.
Shrubs - Front Yard	2,176	5 gal	70% @ 30" o.c.

Rev: 01-07-2026
Date: 05-16-2025
JOB # 4871

L-1

NORTH

0 20 40 60 feet
SCALE: 1" = 20'

L.A. GROUP Design Works
Landscape Architecture
24013 Ventura Blvd. Suite 201
Calabasas, CA 91302
p 818.251-9718 f 818.251-9719
email: DesignWorks@lagroupinc.net

L.A. Group Design Works, Inc.

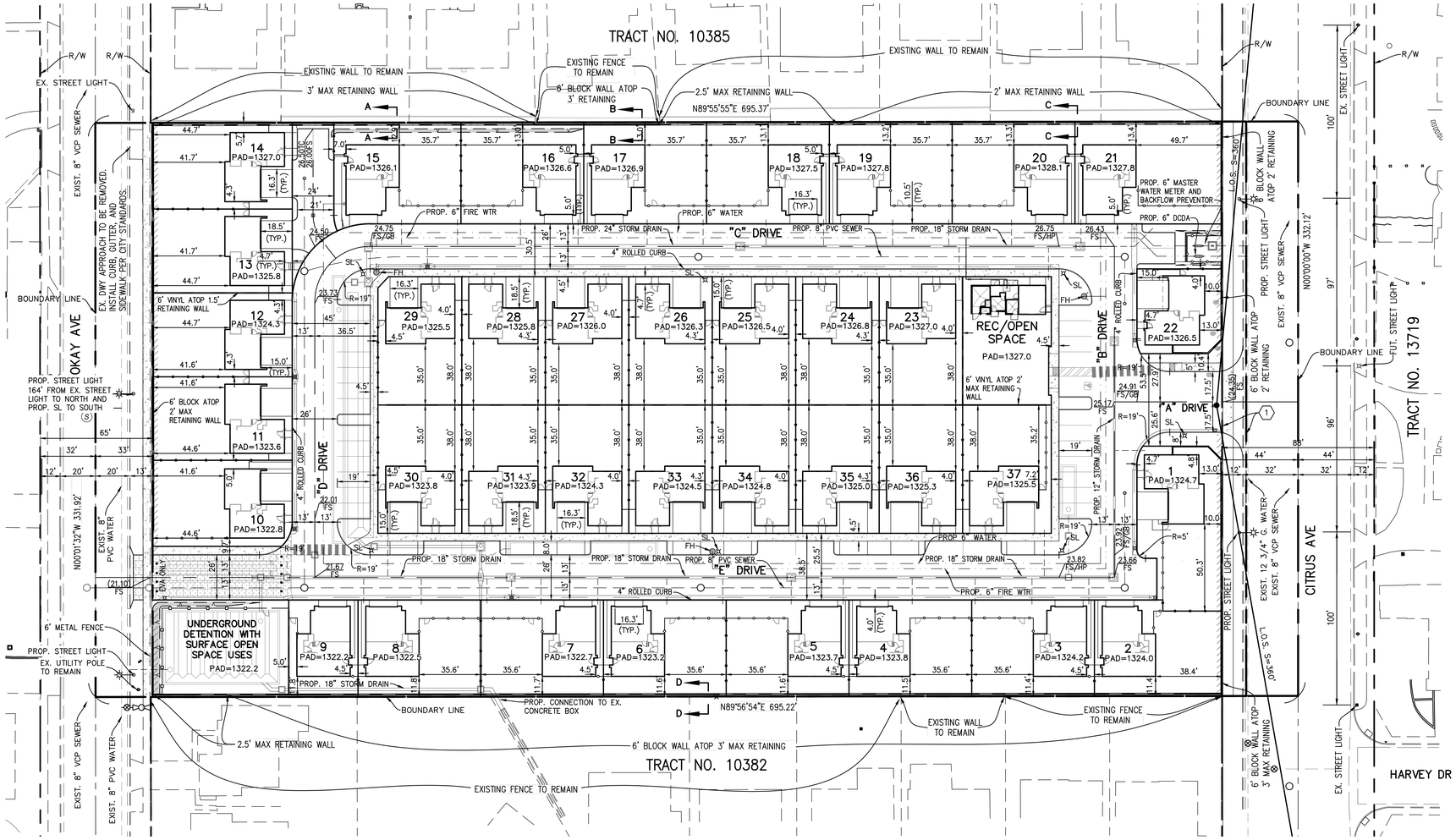
CITRUS AVENUE DETACHED HOMES

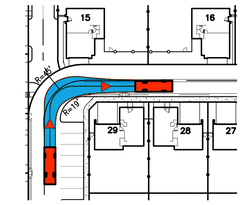
7844 CITRUS AVENUE, FONTANA CA 92336

CONCEPTUAL LANDSCAPE PLAN

Landscape Architecture

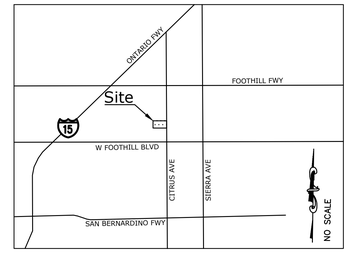
SITE DEVELOPMENT PLAN
TRACT NO. 20787
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA





FIRE TRUCK TURNING TEMPLATE
N.T.S.

VICINITY MAP



LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 96 OF THE ETIWANDA VINEYARDS TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE 29, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA FOR STREET PURPOSES BY DEED RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-0598604 OF OFFICIAL RECORDS.

APN: 1110-361-10-0-000

DEVELOPER:

RC HOMES, INC.
RIDGE CREST REAL ESTATE, LLC.
550 N LARCHMONT BLVD., SUITE 201
LOS ANGELES, CA 90004
P: (323) 450-2334

EASEMENTS:

(1) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 7, 1983 AS INSTRUMENT NO. 83-236322 OF OFFICIAL RECORDS, IN FAVOR OF CITY OF FONTANA, A MUNICIPAL CORPORATION. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.

LAND USE:

EXISTING LAND USE

ONSITE	–	VACANT
NORTH	–	SINGLE FAMILY RESIDENTIAL
SOUTH	–	SINGLE FAMILY RESIDENTIAL
EAST	–	ELEMENTARY SCHOOL
WEST	–	SINGLE FAMILY RESIDENTIAL

EXISTING ZONING: FBC (0.2–2 FAR, 2.1–70 DU/AC)

PROPOSED PROJECT SUBMITTED UNDER PROVISIONS OF STATE OF CALIFORNIA DENSITY BONUS LAW (GOV §65915 et seq)

PROJECT AREA:

GROSS AREA: 5.30 ACRES

PARKING:

GUEST PARKING: 37 GUEST STALLS
GARAGE: 74
DRIVEWAY: 44
HANDICAP PARKING: 1 STALL *(INCLUDED IN GUEST PARKING)*

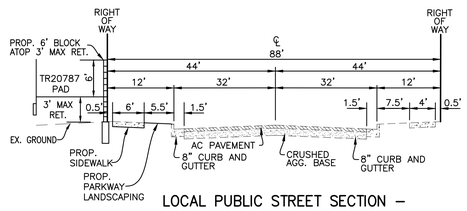
LEGEND:

- BOUNDARY LINE
- RIGHT OF WAY
- PROP. DOMESTIC WATER
- EXIST. WATER
- PROP. FIRE WATER
- PROP. SEWER
- EXIST. SEWER
- PROP. STORM DRAIN
- EXIST. HYDRANT
- FIRE HYDRANT
- VEHICLE ACCESS RESTRICTION

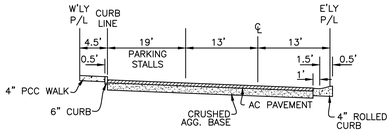
35' ENTRY DETAIL
1"=20'

NOTES:

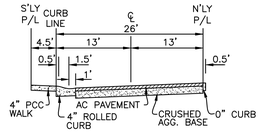
1. PROPOSED ON-SITE SEWER, STORM DRAIN, WATER, FIRE WATER TO BE PRIVATELY OWNED AND MAINTAINED
2. ACCESS ON CITRUS AVENUE WILL NOT BE GATED
3. EMERGENCY VEHICLE ACCESS ON TOKAY AVENUE WILL BE PROVIDED. DESIGN TO IMPLEMENT TURF BLOCK AND BOLLARDS
4. STREET FRONTAGE ON CITRUS AVENUE WILL BE POSTED WITH "NO STOPPING ANYTIME" SIGNS.
5. DEVELOPER TO WORK WITH ADJACENT PROPERTY OWNERS TO REMOVE EXISTING FENCE AND WALLS AT ALL LOCATIONS WHERE A DOUBLE WALL CONDITION WILL BE CREATED.



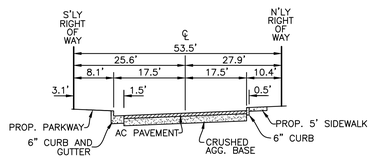
LOCAL PUBLIC STREET SECTION –
CITRUS AVENUE
88' R.O.W. – STREET CLASSIFICATION: PRIMARY HIGHWAY
N.T.S.



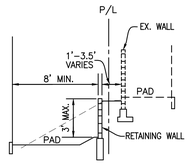
LOCAL PRIVATE DRIVE SECTION –
"B" DRIVE
N.T.S.



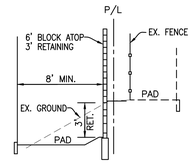
LOCAL PRIVATE DRIVE SECTION –
"C" DRIVE
N.T.S.



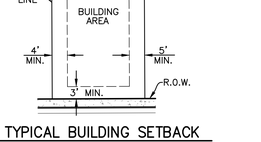
LOCAL PRIVATE DRIVE SECTION –
"A" DRIVE
53.5' R.O.W.
N.T.S.



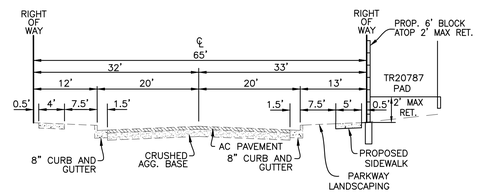
SECTION A–A
NTS



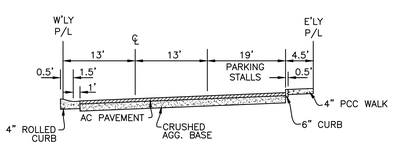
SECTION B–B
NTS



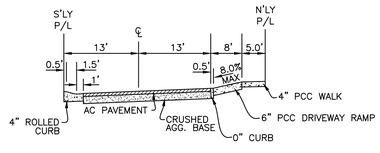
TYPICAL BUILDING SETBACK
N.T.S.



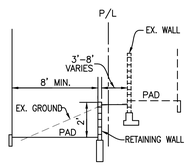
LOCAL PUBLIC STREET SECTION –
TOKAY AVENUE
65' R.O.W. – STREET CLASSIFICATION: COLLECTOR
N.T.S.



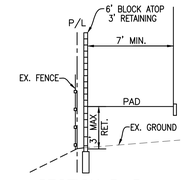
LOCAL PRIVATE DRIVE SECTION –
"D" DRIVE
N.T.S.



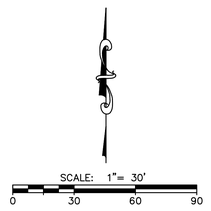
LOCAL PRIVATE DRIVE SECTION –
"E" DRIVE
N.T.S.



SECTION C–C
NTS



SECTION D–D
NTS



ADD 1300' TO ALL PAD ELEVATIONS

PREPARED BY:

UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

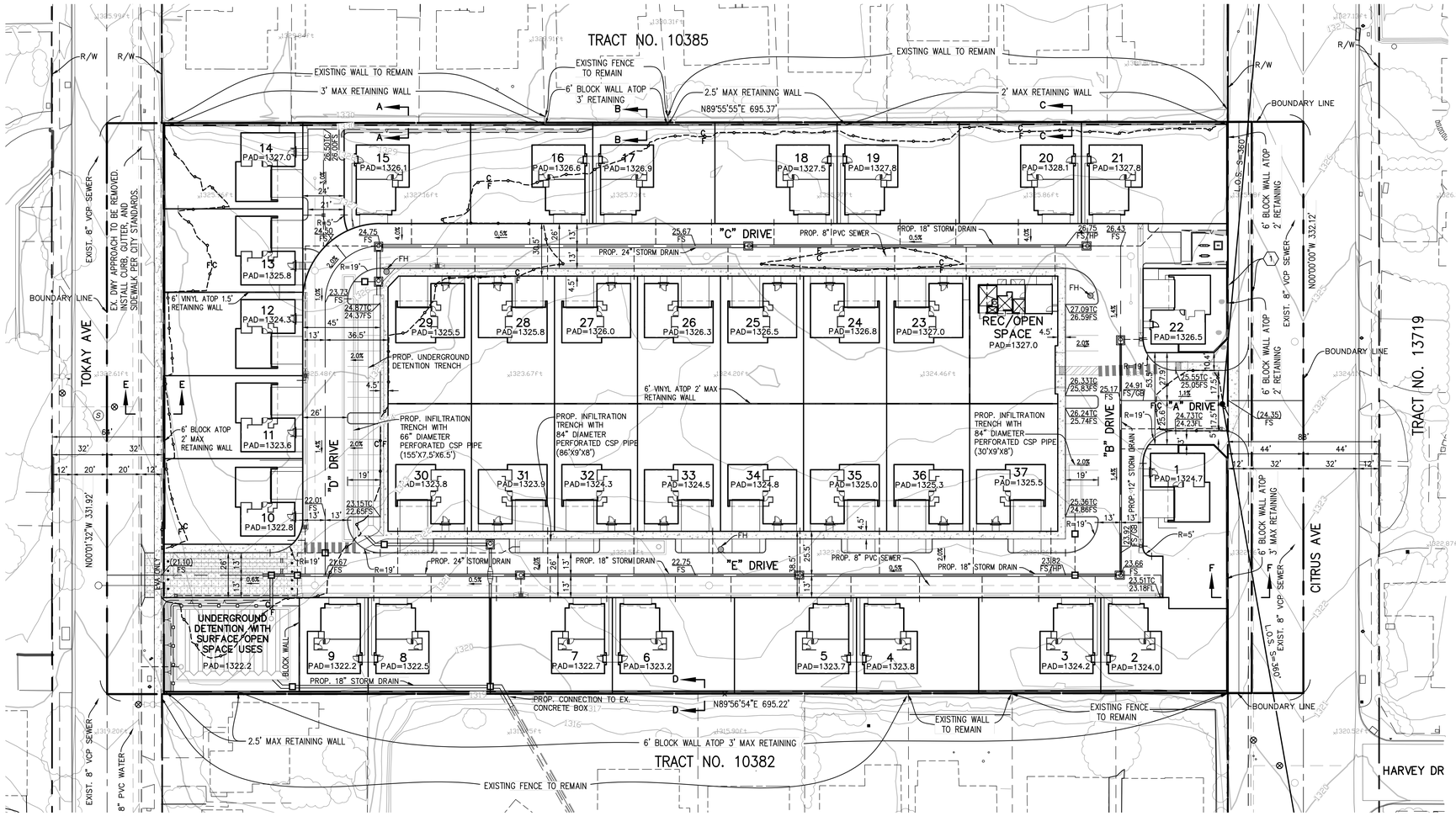
REGISTERED PROFESSIONAL ENGINEER
SIEW HUAT NG
NO.46026
EXP:12-31-2026
CIVIL
STATE OF CALIFORNIA

REV #	DATE	REVISIONS

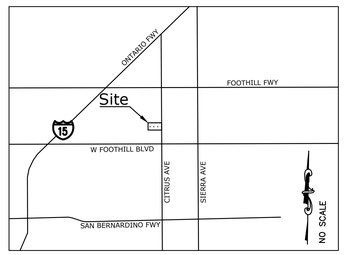
SITE DEVELOPMENT PLAN
MAP NO. 20787
FONTANA, CA

DATE: 7/13/2026

CONCEPTUAL GRADING & DRAINAGE
TRACT NO. 20787
IN THE CITY OF FONTANA, COUNTY OF
SAN BERNARDINO, STATE OF CALIFORNIA



VICINITY MAP



LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 96 OF THE ETIWANDA VINEYARDS TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE 29, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA FOR STREET PURPOSES BY DEED RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-0598604 OF OFFICIAL RECORDS.

APN: 1110-361-10-0-000

DEVELOPER:

RC HOMES, INC.
RIDGE CREST REAL ESTATE, LLC.
550 N LARCHMONT BLVD., SUITE 201
LOS ANGELES, CA 90004
P: (323) 450-2334

EASEMENTS:

(1) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 7, 1983 AS INSTRUMENT NO. 83-236322 OF OFFICIAL RECORDS, IN FAVOR OF CITY OF FONTANA, A MUNICIPAL CORPORATION. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.

EARTHWORK:

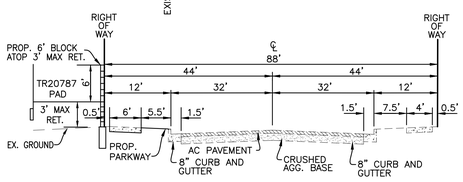
	CUT	FILL
RAW EXCAVATION:	1,932 CY	8,807 CY
REMOVAL/RECOMPACTION: (5' ENTIRE SITE)	37,907 CY	37,907 CY
STREET UNDERCUT (2'):	2,375 CY	
SUBSIDENCE (1"):		632 CY
SHRINKAGE (12%):		5,605 CY
TOTALS:	42,214 CY	52,951 CY
NET IMPORT:		10,737 CY

LEGEND:

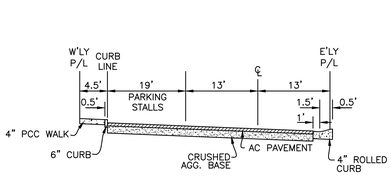
- BOUNDARY LINE
- RIGHT OF WAY
- PROP. SEWER
- EXIST. SEWER
- PROP. STORM DRAIN

NOTES:

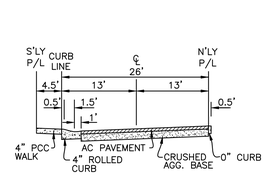
1. PROPOSED ON-SITE SEWER AND STORM DRAIN TO BE PRIVATELY OWNED AND MAINTAINED
2. DEVELOPER TO WORK WITH ADJACENT PROPERTY OWNERS TO REMOVE EXISTING FENCE AND WALLS AT ALL LOCATIONS WHERE A DOUBLE WALL CONDITION WILL BE CREATED.



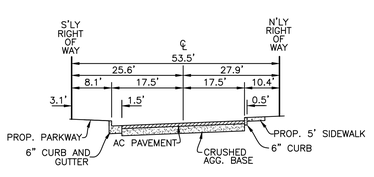
LOCAL PUBLIC STREET SECTION –
CITRUS AVENUE
88' R.O.W. – STREET CLASSIFICATION: PRIMARY HIGHWAY
N.T.S.



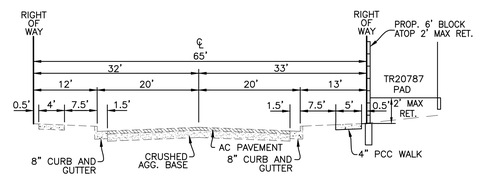
LOCAL PRIVATE DRIVE SECTION –
"B" DRIVE
N.T.S.



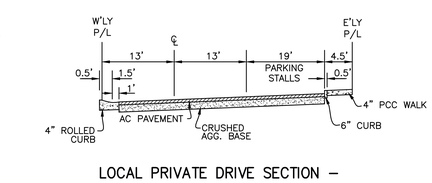
LOCAL PRIVATE DRIVE SECTION –
"C" DRIVE
N.T.S.



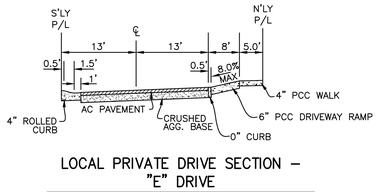
LOCAL PRIVATE DRIVE SECTION –
"A" DRIVE
53.5' R.O.W.
N.T.S.



LOCAL PUBLIC STREET SECTION –
TOKAY AVENUE
65' R.O.W. – STREET CLASSIFICATION: COLLECTOR
N.T.S.

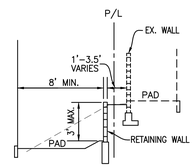


LOCAL PRIVATE DRIVE SECTION –
"D" DRIVE
N.T.S.

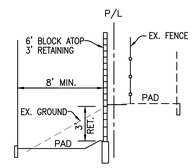


LOCAL PRIVATE DRIVE SECTION –
"E" DRIVE
N.T.S.

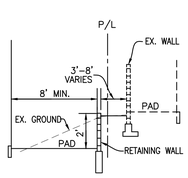
ADD 1300' TO ALL PAD ELEVATIONS



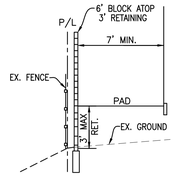
SECTION A–A
NTS



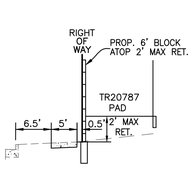
SECTION B–B
NTS



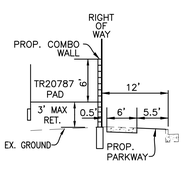
SECTION C–C
NTS



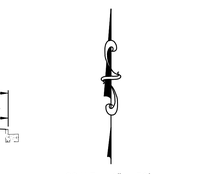
SECTION D–D
NTS



SECTION E–E
NTS



SECTION F–F
NTS



PREPARED BY:

UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

REGISTERED PROFESSIONAL ENGINEER
SIOW HUAT NG
NO. 46026
EXP. 12-31-2026
CIVIL
STATE OF CALIFORNIA

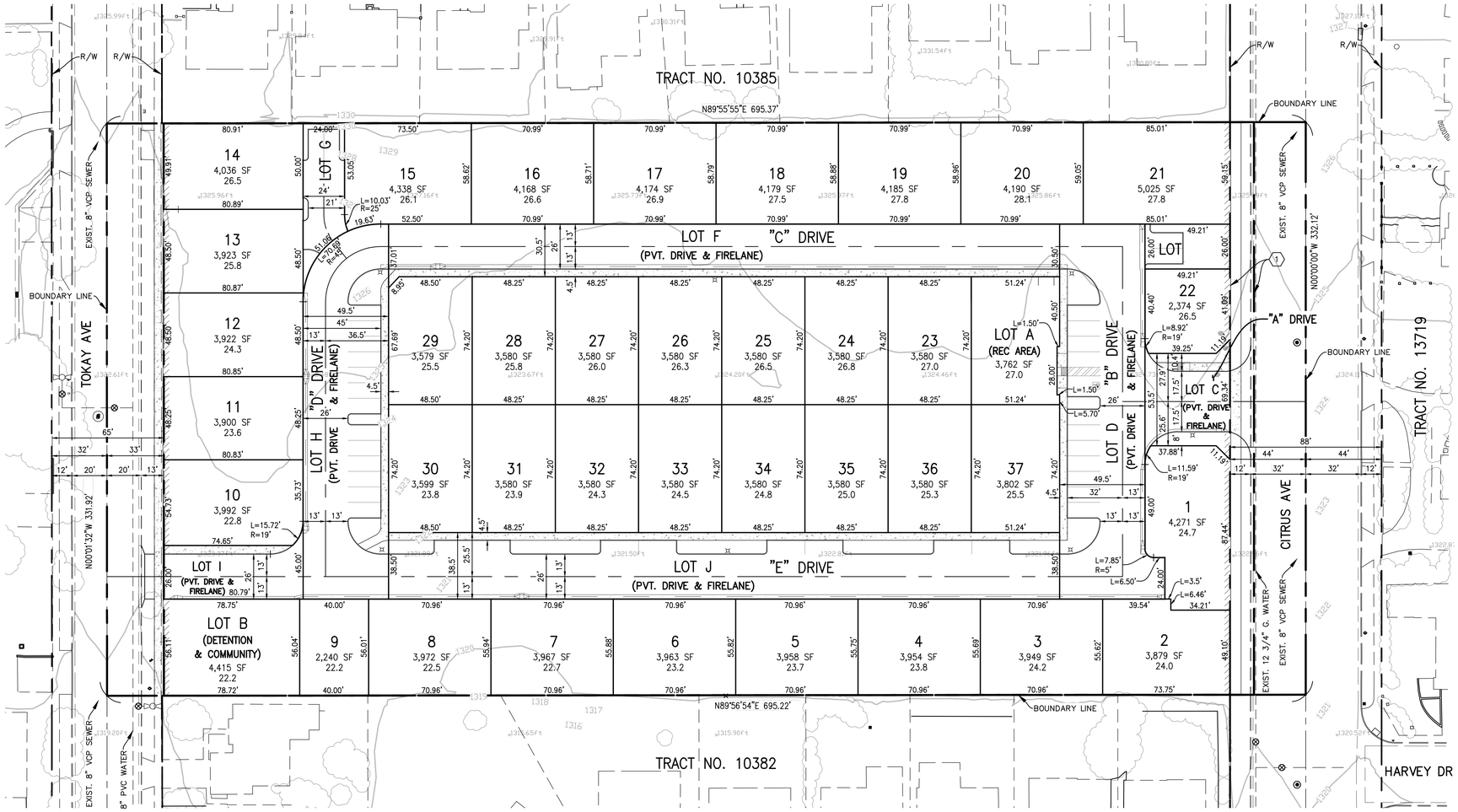
REV #	DATE	REVISIONS

CONCEPTUAL GRADING PLAN
MAP NO. 20787
FONTANA, CA

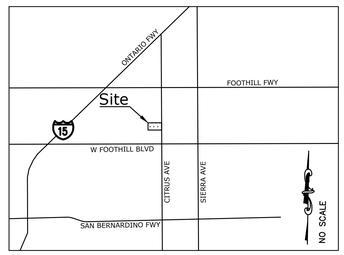
DATE: 7/13/2026

TENTATIVE TRACT MAP NO. 20787

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



VICINITY MAP



LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 96 OF THE ETIWANDA VINEYARDS TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE 29, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FONTANA FOR STREET PURPOSES BY DEED RECORDED AUGUST 31, 2006 AS INSTRUMENT NO. 2006-0598604 OF OFFICIAL RECORDS.

APN: 1110-361-10-0-000

DEVELOPER:

RC HOMES, INC.
RIDGE CREST REAL ESTATE, LLC.
550 N LARCHMONT BLVD., SUITE 201
LOS ANGELES, CA 90004
P: (323) 450-2334

CITY OF FONTANA UTILITY, NOTIFICATION LIST

CITY OF FONTANA
8353 SIERRA AVE
FONTANA, CA 92335
(909) 350-6632

SO. CALIF. GAS COMPANY
1981 W. LUGONIA AVE
REDLANDS, CA 92374
(909) 335-7967
EMERGENCIES: (800) 427-2200

SO. CALIF. EDISON COMPANY
300 N. PEPPER AVE
RIALTO, CA 92376
(909) 820-5598 – UNDERGROUND
(909) 875-5100 – TRANSMISSION
(213) 637-1233 – PIPELINES
(909) 357-6505 – DISTRIBUTION

UNDERGROUND SERVICE ALERT
(800) 422-4133

FONTANA WATER COMPANY
15966 ARROW BOULEVARD
FONTANA, CA 92335
(909) 822-2201

AT&T
3073 ADAMS STREET
RIVERSIDE, CA 92504
(951) 359-2629

CHARTER COMMUNICATIONS
(909) 821-8024

EASEMENTS:

(1) AN EASEMENT FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 7, 1983 AS INSTRUMENT NO. 83-236322 OF OFFICIAL RECORDS, IN FAVOR OF CITY OF FONTANA, A MUNICIPAL CORPORATION. THIS ITEM AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED HEREON.

LEGEND:

////////// VEHICLE ACCESS RESTRICTION

EARTHWORK:

	CUT	FILL
RAW EXCAVATION:	1,932 CY	8,807 CY
REMOVAL/RECOMPACTION: (5' ENTIRE SITE)	37,907 CY	37,907 CY
STREET UNDERCUT (2'):	2,375 CY	
SUBSIDENCE (0.1'):		632 CY
SHRINKAGE (15%):		5,339 CY
TOTALS:	42,214 CY	52,951 CY
NET EXPORT:		10,737 CY

LAND USE:

EXISTING LAND USE
ONSITE – VACANT
NORTH – SINGLE FAMILY RESIDENTIAL
SOUTH – SINGLE FAMILY RESIDENTIAL
EAST – ELEMENTARY SCHOOL
WEST – SINGLE FAMILY RESIDENTIAL

EXISTING ZONING: FBC (0.2–2 FAR, 2.1–70 DU/AC)

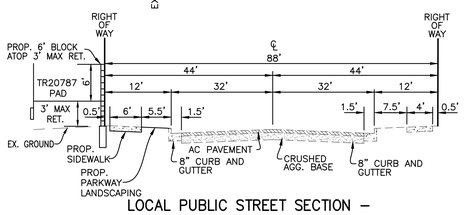
PROPOSED PROJECT SUBMITTED UNDER PROVISIONS OF STATE OF CALIFORNIA DENSITY BONUS LAW (GOV §65915 et seq)

PROJECT AREA:

GROSS AREA: 5.30 ACRES

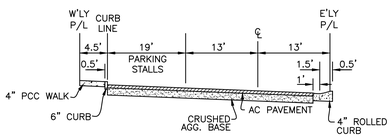
PARKING:

GUEST PARKING: 37 GUEST STALLS
GARAGE: 74
DRIVEWAY: 44
HANDICAP PARKING: 1 STALL *(INCLUDED IN GUEST PARKING)*



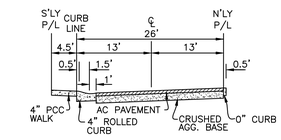
LOCAL PUBLIC STREET SECTION –
CITRUS AVENUE
88' R.O.W. – STREET CLASSIFICATION: PRIMARY HIGHWAY

N.T.S.



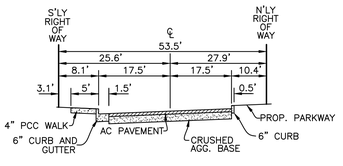
LOCAL PRIVATE DRIVE SECTION –
"B" DRIVE

N.T.S.



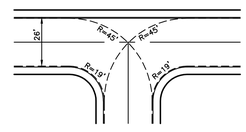
LOCAL PRIVATE DRIVE SECTION –
"C" DRIVE

N.T.S.



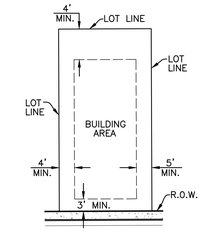
LOCAL PRIVATE DRIVE SECTION –
"A" DRIVE
53.5' R.O.W.

N.T.S.



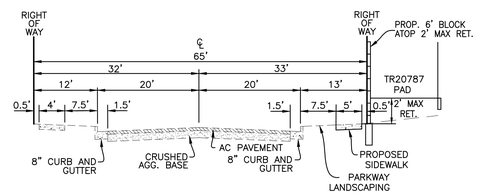
FIRE TRUCK
TURNING TEMPLATE

N.T.S.



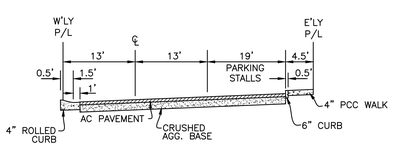
TYPICAL BUILDING SETBACK

N.T.S.



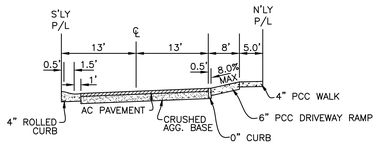
LOCAL PUBLIC STREET SECTION –
TOKAY AVENUE
65' R.O.W. – STREET CLASSIFICATION: COLLECTOR

N.T.S.



LOCAL PRIVATE DRIVE SECTION –
"D" DRIVE

N.T.S.



LOCAL PRIVATE DRIVE SECTION –
"E" DRIVE

N.T.S.

ADD 1300' TO ALL PAD ELEVATIONS

SCALE: 1" = 30'
0 30 60 90

PREPARED BY:
UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

REGISTERED PROFESSIONAL ENGINEER SIAW KUAT NG NO. 46026 EXP. 12-31-2026 CIVIL STATE OF CALIFORNIA

REV #	DATE	REVISIONS

CITY OF FONTANA TENTATIVE TRACT MAP NO. 20787

DATE: 7/13/2026

RESOLUTION NO. PC 2026-_____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING, PURSUANT TO A PREVIOUSLY CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH 2016021099) FOR THE GENERAL PLAN, TENTATIVE TRACT MAP NO. 25-0002 (TTM NO. 20787) TO SUBDIVIDE ONE PARCEL INTO THIRTY-SEVEN (37) PARCELS FOR RESIDENTIAL DEVELOPMENT, DESIGN REVIEW NO. 25-0011 FOR SITE AND ARCHITECTURAL REVIEW OF 37 RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS, AND RECOMMENDING APPROVAL TO THE CITY COUNCIL FOR AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT TOGETHER WITH RELATED COVENANTS, CONDITIONS, AND RESTRICTIONS PROVIDING FOR A MINIMUM OF THREE (3) AFFORDABLE UNITS PER THE STATE DENSITY BONUS LAW, ON APPROXIMATELY 5.29 GROSS ACRES LOCATED AT 7844 CITRUS AVENUE, IDENTIFIED AS ASSESSOR PARCEL NUMBER 1110-361-10.

WHEREAS, 7844 Citrus Avenue, also identified as Assessor Parcel Number ("APN") 1110-361-10, ("Project Site"), was annexed from San Bernardino County into the City of Fontana on April 10, 1967; and

WHEREAS, on June 3, 2025, the City of Fontana ("City") received an application from RC Homes, Inc. ("Applicant"), for a Tentative Tract Map No. 25-0002 (TTM NO. 20787) to subdivide one parcel into thirty-seven (37) parcels and Design Review ("DR No. 25-0011") along with an SB 330 application seeking approval to construct thirty-seven (37) single-family residential units and associated site improvements at the Project Site ("Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Walkable Mixed Use Downtown Corridor (WMXU-1), and is located within the FBC/Neighborhood district, which allows for such projects; and

WHEREAS, the Applicant desires to utilize the State Density Bonus Law (California Government Code Sections 65915-65918) which permits a density bonus to exceed the density limit of the Zoning Code with the provision of affordable units; and

WHEREAS, the Applicant is providing three (3) very low affordable housing units as a part of the Project. Pursuant to the State Density Bonus Law, the Applicant is entitled to a thirty-five (35) percent density bonus, which permits an additional ten (10) dwelling units, resulting in a total of thirty-seven (37) dwelling units, inclusive of the three (3) very low affordable housing units; and

WHEREAS, the Applicant has requested waivers of development standards, pursuant to California Government Code Sections 65915, including waivers to building setbacks, parking setbacks, reduction of lot dimensions, frontage types, reduction of amenity space area, building placement, parking placement, and long-term bicycle parking; and

WHEREAS, the Applicant has requested the following incentives/concessions, pursuant to California Government Code Sections 65915: allowance of vinyl fencing in lieu

of block walls between the lots; and

WHEREAS, these incentives/concessions result in identifiable and actual cost reductions, will not have a specific adverse impact on health and safety or on any real property listed in the California Register of Historical Resources, and is not contrary to state or federal law; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code Section 2100) ("CEQA") Guidelines and the State CEQA Guidelines (14. Cal Code Regs. Section 1500), the city, acting as the lead agency under CEQA, previously determined that an Environmental Impact Report (EIR) must be prepared to evaluate and disclose all potential significant environmental impacts associated with the City of Fontana General Plan; and

WHEREAS, on November 13, 2018, the city certified the Final Environmental Impact Report ("FEIR") (SCH No. 2016021099) for the General Plan. The FEIR consists of the Draft EIR, comments received during the 45-day public review and comment period on the Draft EIR, written responses to those comments, and revisions documented in an errata section. For purposes of this Resolution, the term "FEIR" refers to the Draft EIR as revised by the errata, along with all other sections comprising the Final EIR; and

WHEREAS, copies of the FEIR were available during the public review period at City Hall and on the City's website; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Section 15162 and 15183, none of the criteria requiring a subsequent environmental document have been met and further environmental analysis is not required. A Notice of Determination has been prepared; and

WHEREAS, on August 4, 2026, a duly noticed public hearing on TTM No. 25-0002 (TTM No. 20787), DRP No. 25-0011, and the Affordable Housing Density Bonus Agreement, and the Covenants, Conditions & Restrictions attached hereto as **Exhibit "C"**, 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, 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, a notice of the public hearing was published in the Fontana Herald newspaper on July 24, 2026, and a notice of the public hearing was simultaneously displayed at City Hall and at the Project Site; and

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

WHEREAS, the Conditions of Approval are attached hereto for Tentative Tract Map No. 25-0002 (TTM No. 20787) as **Exhibit** "**A**" and for DRP No. 25-0011 as **Exhibit** "**B**"; and

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, including the staff report, findings, and all of the information, evidence, and testimony presented at its public hearing on August 4, 2026; 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 has review and considered the General Plan FEIR and Mitigation Monitoring and Reporting Program, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The Planning Commission hereby determines that the previously adopted General Plan Environmental Impact Report (SCH No. 2016021099) has adequately identified that impacts associated with this Project, and no previously reviewed impact areas have changed pursuant to CEQA Sections 15162 through 15183. The Planning Commission further finds no further review is required in compliance with the State CEQA Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the FEIR and all related information presented to the Planning Commission, pursuant to CEQA Section 15183, the Planning Commission finds that the preparation of a subsequent or supplemental EIR is not required for the Project because the Project would not result in environmental effects which:

(1) Are peculiar to the project or the parcel on which the project would be located;
(2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan with which the project is consistent;
(3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or
(4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Section 4. Notice of Determination. The Planning Commission hereby determines that the Project was analyzed under the previously certified EIR for the General Plan Environmental Impact Report (SCH No. 2016021099) that was prepared pursuant to State CEQA Guidelines Section 15162 and 15183 along with the City of Fontana 2019 Local Guidelines for Implementing CEQA, and that no additional environmental review is required. The Planning Commission directs staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the Project.

Section 5. Density Bonus. The Planning Commission hereby makes the following findings for the density bonus pursuant to Section 30-344 of the City of Fontana Zoning and Development Code (ZDC):

Finding No. 1: **As required by state law, the City shall grant a density bonus in accordance with Government Code §§ 65915 through 65918.**

Finding of Fact: The Applicant has requested a density bonus of ten (10) units for a total project size of thirty-seven (37) units, with three (3) units restricted for very low income households, which qualifies the Project for a density bonus. The Applicant's request is in accordance with Government Code §§ 65915 through 65918.

Finding No. 2: **As required by state law, the City shall grant an incentive or concession in accordance with Government Code §§ 65915 through 65918, unless the City makes any of the findings in Government Code § 65915(d)(1)(A) through (C).**

Finding of Fact: The Applicant has included the following incentives/concessions: block walls will be constructed required along the side and rear property lines. Waivers are requested which include minimum lot size, average lot size, lot width, lot depth, lot coverage, front setbacks, side setbacks, rear setbacks, setback variations and side entry garages.

Finding No. 3: **The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.**

Finding of Fact: The incentives, concessions and waivers granted to the Applicant do not require a general plan amendment, zoning change, or other discretionary approval.

Finding No. 4: **This division does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City or the waiver of fees or dedication requirements.**

Finding of Fact: The Project does not limit or require the provision of direct financial incentives for the housing development by the City or the waiver of fees or dedication requirements.

Section 6. Tentative Tract Map Findings. The Planning Commission hereby makes the following findings for TTM No. 25-0002 (TTM No. 20787) pursuant to Section 30-293 of the Fontana Zoning and Development code, and in accordance with Section No. 26-55(e) "Processing of application", of the Fontana Municipal Code:

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

Finding of Fact: TTM No. 25-0002 (TTM No. 20787) is consistent with the General Plan Land Use designation which is Walkable Mixed-Use Corridor Downtown which allows for a density up to thirty-nine (39) dwelling units per acre. The tentative tract map proposes a 37-parcel subdivision map to facilitate the construction of a 37-unit single-family residential development which is permitted under the land use designation. The Project Site is not within a specific plan.

The applicant is utilizing the State Density Bonuses Law which includes a provision for additional residential units based on the number of affordable units provided. Three (3) very low affordable units are provided for the Project, which allows an increase of 35% more units and includes incentives/concessions allowed per State Density Bonus law along with the Density Bonus code section of the Zoning and Development Code.

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

Finding of Fact: The General Plan Land Use designation is Walkable Mixed-Use Downtown Corridor. The Project meets the goals of the General Plan, more specifically those of Goal 2 (General Plan 15.34) that call for creating "connected neighborhoods". Improvements include public sewer, public storm drain, streets, gutters, sidewalks, drainage, and grading to provide a safe and well-designed development. The Project Site is not within a specific plan.

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

Finding of Fact: The Project Site, shape, and topography are suitable for this type and density of development. The Project Site is approximately 5.29 adjusted gross acres and accommodates the subdivisions of thirty-seven (37) single-family parcels, including the provision of curb, gutter and sidewalks. The Project Site is currently vacant. All street improvements will be constructed pursuant to applicable building, zoning, and fire code standards.

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

Finding of Fact: The design of the subdivision and the proposed improvements comply with the City of Fontana's Municipal Code requirements, conditions of approval (attached hereto) and will not have any impact on the environment or substantial or avoidable injury to fish, wildlife, or their habitat. Moreover, the site is surrounded by development and would not support sensitive

wildlife.

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

Finding of Fact: The design of TTM No. 25-0002 (TTM No. 20787) will not cause public health problems. The development will comply with the Zoning and Development Code. Improvements associated with the subdivision include construction of street, curb, gutter, and sidewalks to ensure a safe and well-designed Project. These enhancements will promote the public health, safety, and welfare of the surrounding community and are designed so that the Project will not create conditions that could cause serious public health problems.

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.

Finding of Fact: The design of TTM No. 25-0002 (TTM No. 20787) and the associated improvements will not conflict with an access easement acquired by the public. The proposed subdivision will be accessed from Citrus Avenue.

Section 7. Design Review Findings. The Planning Commission hereby makes the following findings for DR No. 25-0011 in accordance with Section 30-120 "Findings for approval" of the Fontana Zoning and Development Code:

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

Finding of Fact: The Project is consistent with the General Plan designation for the Project Site, which is Walkable Mixed Use Downtown Corridor (WMXU-1). The project is located within the FBC/Neighborhood District which accommodates single family detached housing. The development will meet all applicable General Plan and Zoning and Development Code standards set forth in the Fontana Municipal Code and as provided with waivers and concessions by State Density Bonus Law.

The Project has high quality architecture and appropriate screening comprised of screen walls and landscaping that will make for an appropriate and desirable development. The Project Site is not located in a Specific Plan.

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.

Finding of Fact: The development meets or exceeds the City of Fontana Zoning and Development Code. The site improvements have been reviewed by Planning, Fire Prevention, Building and Safety, and Engineering

Departments for site, circulation, access, and safety and provides a safe and desirable development for public use and access.

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**.

Finding of Fact: The 37-unit single-family detached residential housing project has been thoughtfully designed to enhance and complement the surrounding neighborhood. The architectural themes for the project ae characterized as Spanish and Ranch, with a color scheme and materials that draw inspiration from both architecture elements. This combination results in a high-quality architectural design that is both suitable and appealing for the area. The development aims to enrich the neighborhood's character through a strong focus on aesthetics and design.

Architectural relief for the buildings will feature a stucco and wood exterior, varied roof line, concrete tile and composite roofing, metal features, decorative lighting and other features appropriate to the styles. The Project enhances the surrounding area.

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

Finding of Fact: The site improvements for the Project comply with the City of Fontana Zoning and Development Code. Improvements including sidewalks, drainage, grading, perimeter walls, and fencing which will contribute to a safe and well-designed neighborhood. The Project Site improvements have been reviewed by the Fire, Building and Safety, and Engineering Departments. During the project review process, changes were made to the plans to ensure that the project is a well-designed project. Street lighting and on-site lighting have been included to provide ample visibility at night. Landscaping has been incorporated to create an attractive atmosphere along adjacent parcels.

Section 8. Approvals. Based on the foregoing, the Planning Commission hereby approves:

A. Tentative Tract Map No. 25-0002 (TTM No. 20787) and Design Review No. 25-0011, subject to the Conditions of Approval, attached hereto as **"Exhibit A"** and **"Exhibit B"** and incorporated herein by this reference.

B. Based on the foregoing, the Planning Commission hereby grants the density bonus pursuant to Section 30-344 of the ZDC and recommends that the Fontana City Council adopt a resolution approving the Affordable Housing Density Bonus Agreement and the Declaration of Covenants, Conditions and Restrictions substantially in the form and substance as determined by the City in its reasonable discretion as attached hereto as **"Exhibit C"** and incorporated herein by this reference.

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

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

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

Section 12. Severability. If any provision of this Resolution or the application of any 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 4th day of August 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 4th day of August, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

EXHIBIT "A"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

CASE: Master Case No. (MCN) 25-0040 August 4, 2026
Tentative Tract Map No. 25-0002

LOCATION: The project site is located at 7844 Citrus Avenue (APN:1110-361-10)

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 Conditions of Approval imposed on this project have been fulfilled.

2. This Tentative Tract Map (TTM) shall become null and void two (2) years from the date of approval as specified in Section 30-297 of the Zoning and Development Code unless it has been extended as provided for in Section 26-58 of the Fontana Municipal Code.

3. The applicant shall defend, indemnify, and hold harmless the City of Fontana or its agents, officers, and employees from any claim, action or proceeding against the City of Fontana or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission and/or City Council concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

    In the event of any such third-party action or proceeding, the City shall have the right to

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

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

4. Tentative Tract Map No. 25-0002 (TTM No. 20787) shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development, and the Subdivision Map Act.

5. The applicant/developer 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.

6. 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.

7. Historic Archaeological Resources
    a. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

    b. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological

resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the even that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a 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. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. 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. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

8. 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

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

10. The applicant/developer shall comply with the mitigation measures identified in the CEQA (SCH No. 2016021099) Mitigation Monitoring and Reporting Program (MMRP) as approved

by the Planning Commission.

ENGINEERING (LAND DEVELOPMENT):

11. 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. Onsite sewer shall be privately maintained.

12. 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.

13. Add a private drainage easement over lots 7-9 to the tract map in favor of the HOA for access and maintenance purposes.

PRIOR TO ISSUANCE OF GRADING PERMITS

14. 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.

15. 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.

16. 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.

17. 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

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

19. If required, the Applicant shall submit a Community Facility District (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 ANY OTHER CONSTRUCTION PERMITS

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

21. 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 FIRST CERTIFICATE OF OCCUPANCY

22. 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 project name and latitude/longitude coordinates of the BMP location(s) must be included on Memorandum of Agreement and the WQMP exhibit. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

EXHIBIT "B"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

CASE: Master Case No. (MCN) 25-0040 August 4, 2026
Design Review Project No. 25-0002

LOCATION: The project site is located at 7844 Citrus Avenue (APN:1110-361-10)

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.
   C. 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 final inspection and acceptance of the work.

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 and 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. The Director of Planning, or his/her designee, shall have the authority to approve minor architectural changes, including but not limited to window treatments, color combinations, façade treatments, and architectural relief. Any questions on the interpretation of this provision, or changes not clearly within the scope of this authorization shall be submitted to the Planning Commission for consideration as a revision to the Design Review

6. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be encased in concrete or similar durable material a minimum of ½ inch thick, or as otherwise determined by the Director of Planning.

7. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.

8. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning and Development Code.

9. The Applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.

10. 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 $600 sign deposit. The request shall be submitted to the Planning Department.

11. Historic Archaeological Resources
    A. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

    B. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the even that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a 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. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. 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. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

12. 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:
    1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
    2. Temporarily enclose localized and stationary noise sources.

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

14. Applicant shall pay all applicable service fees pursuant to the Fontana Municipal Code.

15. 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.

16. 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.

17. The following electrical outlets and garage door opener shall be provided in all garages:
    a. One automatic garage door opener shall be installed for the double garage door.

18. All new block walls visible from public view shall be constructed of decorative block and capped with a prefabricated block cap.

19. No solid masonry wall shall exceed nine-foot in height as measured from top of ground (finish grade) when used in combination with a retaining wall unless otherwise specified for this project.

20. Recreational amenities shall be constructed of materials and equipment similar to those used in public parks, or as approved by the Director of Planning. Refer to the City of Fontana Park Design Standards, accessible at the City's website under the Planning Department under Landscape Services.

21. All proposed playground at a minimum must, conform to the California Code of Regulations; Title 22 Social Security, Division 4 Environmental Health, Chapter 22 Safety Regulations for Playgrounds. In addition to the above, all materials and methods must meet the following standards: Consumer Product Safety Commission "Handbook for Public Playground Safety" current version, ASTM F1487 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" current version, ASTM F-1292, "Specification for Impact Attenuation of Surface Systems Under and Around Playground

Equipment" current version, and CFR Part 1191 "Americans with Disabilities Act Disability Accessibility Guidelines for Buildings and Facilities Section 15.6 Play Areas". Playground must include a shade structure, or a standalone shade structure must be provided per the City's Park Design Standards.

22. The Accessory Dwelling Units (ADUs) and all associated site improvements shown on the plans are not part of this Planning Commission approval; however, the ADUs shall be reviewed and approved through the City's ADU permitting process.

23. All fire back flows (DDC/DACA) shall be painted green or earth tone color.

24. 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.

25. 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 written approval by the Director of Planning prior to any administrative or discretionary approval.

26. Any utility easements shall be landscaped and shall be maintained as provided in the easement document.

PRIOR TO ISSUANCE OF BUILDING/GRADING PERMIT

27. The applicant/developer/property owner shall provide clustered and/or individual mailbox(es) for the delivery of mail to future residents of the development. The location shall be convenient for the residents and not block the line-of-sight for pedestrians or vehicle traffic.

28. The mailboxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The Post Office currently approves freestanding mailboxes that are F-series and wall-mounted boxes that are 4C series. The developer is responsible for contacting the Post Office for the type and location of the mailboxes within their development. Any replacements of the mailboxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.

PRIOR TO ISSUANCE OF BUILDING PERMIT

29. The approval of this Project is expressly conditioned upon the City Council's adoption of a resolution approving the Affordable Housing Density Bonus Agreement and the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), substantially in the form and substance as determined by the City in its reasonable discretion as attached hereto as Exhibit A and incorporated herein by this reference. No rights or entitlements granted by the Planning Commission shall become effective unless and until the City Council adopts the required resolution approving the aforementioned Affordable Housing Density Bonus Agreement and the Declaration of Covenants, Conditions, and Restrictions.

30. All Conditions of Approval and Mitigation, Monitoring, and Reporting Program (MMRP) contained herein shall be incorporated into all applicable final construction plans and a copy

of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.

31. The applicant/developer shall comply with the mitigation measures identified in the CEQA (SCH No. 2016021099) Mitigation Monitoring and Reporting Program (MMRP) as approved by the Planning Commission.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

32. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.

33. Prior to final Certificate of Occupancy, the developer must provide the City with certificate of compliance and a playground inspection report from a certified playground inspector.

ENGINEERING (LAND DEVELOPMENT):

34. 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. Onsite sewer shall be privately maintained.

35. 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.

36. Add a private drainage easement over lots 7-9 to the tract map in favor of the HOA for access and maintenance purposes.

PRIOR TO ISSUANCE OF GRADING PERMITS

37. 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.

38. 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.

39. 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.

    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

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

41. If required, the Applicant shall submit a Community Facility District (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 ANY OTHER CONSTRUCTION PERMITS

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

43. 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 FIRST CERTIFICATE OF OCCUPANCY

44. 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 project name and latitude/longitude coordinates of the BMP location(s) must be included on Memorandum of Agreement and the WQMP exhibit. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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 (TRAFFIC):

53. 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 Citrus Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
    b. Where emergency vehicle access to the public Right-of-Way is required or provided, such access points shall be designed and constructed to permit emergency vehicle ingress/egress only. Regular ingress/egress shall not be permitted at emergency vehicle access points.

54. 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.

55. 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 with personnel who may permit an errant driver to enter the site in order to turn around and depart.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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 CONSTRUCTION PERMITS

61. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.

62. The Applicant shall submit and obtain full approval of signing and striping plans, 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

63. The Applicant shall construct the approved roadway improvements adjacent to the Project site.

64. The Applicant shall install the approved signing and striping plans as part of the street improvements.

FIRE DEPARTMENT:

65. *F01 Jurisdiction*: The above referenced project is under the jurisdiction of the San Bernardino County Fire Department 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.

66. *F02 Fire Fee*: The required fire fees shall be paid to the Fire Department.

67. *F03 Fire Condition Letter Expiration*: Fire Condition Letters shall expire on the date determined by the Planning Division or Building and Safety.

68. *F06 Inspection by Fire Department*: Permission to occupy or use the building (Certification of Occupancy or Shell Release) will not be granted until the Fire Department inspects, approves and signs off on the Building and Safety job card for "fire final".

69. *F09 Building Plans*: Building Plans shall be submitted to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal.

70. *F10 Combustible Protection*: Prior to combustibles being placed on the project site an approved all-weather fire apparatus access surface and operable fire hydrants with

acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy.

71. *F11 Combustible Vegetation*:
Combustible 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. County Ordinance #3586

72. *F14 Private Road Maintenance*: The applicant shall construct and maintain all such roads. In addition, the applicant shall provide to the Fire Department a signed maintenance agreement as detailed in the General Requirement conditions for ongoing road maintenance and snow removal (where applicable). This shall include all primary and secondary access routes that are not otherwise maintained by a public agency.

73. *F15 Access – 30% slope:* Where the natural grade between the access road and building is in excess of thirty percent (30%), an access road shall be provided within one hundred and fifty (150) feet of all buildings. Where such access cannot be provided, a fire protection system shall be installed. Plans shall be submitted to and approved by the Fire Department.

74. *F16 Access*: The development shall have a minimum of two points of vehicular access. These are for fire/emergency equipment access and for evacuation routes.
    a. Single Story Road Access Width. 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.

75. *F16(a) Street Parking*: Parking of vehicles shall not be allowed to obstruct fire apparatus access at any time. The following criteria shall be used to determine parking allowed on fire access roadways:
    a. Parking is not permitted on roadways that are less than thirty-two (32) feet in width.
    b. Roadways that are a minimum of thirty-two (32) feet in width but less than forty (40) feet in width may have parallel parking on one (1) side of the roadway in accordance with County or City Standards.
    c. Roadways that are a minimum of forty (40) feet in width may be designated to have parallel parking on both sides of the roadway. For higher density development, public or private streets that are a minimum of thirty-six (36) feet in width may be allowed to have parking on both sides of the street with the approval of the Fire Code Official, taking into consideration additional access provisions and other factors.
    d. In addition, parking that is perpendicular or diagonal to the edge of the roadway shall not obstruct the required minimum width of twenty-six (26) feet for fire access.

76. *F17 Access Road Grade*: Fire access roadways shall not exceed a maximum of twelve (12%) percent grade at any point. Fire access roadways or driveways may be increased to fourteen (14%) percent grade for a distance not to exceed five hundred (500) feet. Fire access roadways providing access to no more than two (2) one or two-family dwellings may

be increased to a maximum of sixteen (16%) percent grade not to exceed five hundred (500) feet. Grades across the width of a fire access roadways shall not exceed five (5%) percent. In order to accommodate proper angles of approach and departure, gradient shall not exceed five (5%) percent change along any ten (10) foot section.

77. *F19 Surface*: Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Road surface shall meet the approval of the Fire Chief prior to installation. All roads shall be designed to 85% compaction and/or paving and hold the weight of Fire Apparatus at a minimum of 80K pounds.

78. *F22 Primary Access Paved*: Prior to building permits being issued to any new structure, the primary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

79. *F23 Secondary Access Paved*: Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

80. *F24 Fire Lanes*: The applicant shall submit a fire lane plan to the Fire Department for review and approval. Fire lane curbs shall be painted red. "No Parking, Fire Lane" signs shall be installed on public/private roads in accordance with the approved plan.

81. *F25 Street Sign*: This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the street corner nearest to the project. Installation of the temporary sign shall be prior to any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed.

82. *F26 Fire Flow Test*: Please provide a fire flow test report from your water purveyor that has been completed in the last six months demonstrating that the fire flow demand is satisfied.

83. *F27 Water System*: Prior to any land disturbance, the water 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 California Fire Code. The Fire Flow for this project shall be: 1,000 GPM for a ONE hour duration at 20 psi residual operating pressure. Fire Flow is based on a 3,600 sq. ft. structure.

84. *F30 Water System Residential*: A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Detached single family residential developments may increase the spacing between hydrants to be no more than six hundred (600) feet and no more than three hundred (300) feet (as measured along vehicular travel-ways) from the driveway on the address side of the proposed single-family structure.

85. *F33 Water System Certification*: The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have

been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the job site.

86. *F35 Hydrant Marking*: Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs, or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

87. *F36 Sprinkler Installation Letter*: The applicant shall submit a letter to the Fire Department agreeing and committing to installation of a fire protection system prior to the building inspection for drywall and insulation.

88. *F37 Fire Sprinkler-NFPA #13*: An automatic fire sprinkler system complying with NFPA Pamphlet #13 and Fire Department standards is required. The applicant shall hire a licensed fire sprinkler contractor. The fire sprinkler contractor shall submit plans with hydraulic calculations, manufacturers specification sheets and a letter from a licensed structural (or truss) engineer with a stamp verifying the roof is capable of accepting the point loads imposed on the building by the fire sprinkler system design to the Fire Department for approval. The contractor shall submit plans showing type of storage and use with the applicable protection system. The required fees shall be paid at the time of plan submittal.

89. *F39 Fire Sprinkler NFPA 13D*: An automatic life safety fire sprinkler system complying with NFPA Pamphlet #13D and Fire Department standards is required. The applicant shall hire a licensed fire sprinkler contractor or be an approved owner/builder. The fire sprinkler contractor/installer shall submit plans with hydraulic calculations and manufacture's specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. Minimum water supply shall be in accordance with current fire department standards. The applicant or contractor shall contact their local water purveyor to obtain specifications on installing a residential fire sprinkler system within the jurisdiction of the water purveyor. The applicant shall attach a letter from the water purveyor indicating the types of systems allowed in that jurisdiction.

90. *F40 Roof Certification*: A letter from a licensed structural (or truss) engineer shall be submitted with an original wet stamp at time of fire sprinkler plan review, verifying the roof is capable of accepting the point loads imposed on the building by the fire sprinkler system design.

91. *F41 Fire Alarm*: A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall hire a licensed fire alarm contractor. The fire alarm contractor shall submit detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal.

92. *F45 Fire Extinguishers*: Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department.

93. *F48 Material Identification Placards*: The applicant shall install Fire Department approved material identification placards on the outside of all buildings and/or storage tanks that store or plan to store hazardous or flammable materials in all locations deemed appropriate by the Fire Department.

    Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. Any business with an N.F.P.A. 704 rating of 2-3-3 or above shall be required to install an approved key box vault on the premises, which shall contain business access keys and a business plan.

94. *F51 Commercial Addressing*: Commercial and industrial 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 address identification shall be displayed on a monument, sign or other approved means with numbers that are a minimum of six (6) inches in height and three-quarter (¾) inch stroke.

95. *F53 Residential Addressing*: The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (½) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is one hundred (100) feet or more from the roadway, the street address shall be displayed at the property entrances with numbers that are a minimum of four (4) inches in height and one half (½) inch stroke.

96. *F54 Illuminated Site Diagram*: The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. Plans for the illuminated site diagram shall be submitted on the construction plans.

97. *F55 Key Box*: An approved Fire Department key box is required. In commercial, industrial and multi- family complexes, all swing gates shall have an approved fire department Lock (Knox ®).

98. *F56 Override Switch*: Where an automatic electric security gate is used, an approved Fire Department override switch (Knox ®) is required.

99. *F57 Spark Arrestor*: An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with the California Fire Code.

100. *F71 Proposal Changes*: Any changes to this proposal shall require a new Fire Department condition letter.

BUILDING AND SAFETY:

101. 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
    I. City of Fontana Ordinance.
    J. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.

102. 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.

103. 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.

104. 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.

105. 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.

106. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.

107. The applicant shall comply with the following grading requirements:
    A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
    B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
    C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
    D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
    E. No water course or natural drainage shall be obstructed.
    F. Minimum slope or grade for ALL drainage structures shall be one half (0.50)

percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.

G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.

H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety. The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.

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

108. 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

109. 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

Specific Conditions:

110. When the Entitlement Review is approved submit complete construction drawings including structural calculations to Building and Safety for plan review in accordance with the current edition of the CA Building and Fire Codes including all local ordinances and standards.

Exhibit "C"

FONTANA
CALIFORNIA

CITY OF FONTANA AFFORDABLE HOUSING AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Fontana
Office of the City Clerk
8353 Sierra Avenue
Fontana, CA 92335

Attn: Germaine Key, City Clerk

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 27383 and 6103

1110-361-10-0-000 This document is exempt from the payment of a recording fee pursuant to Government Code Sections 27383 and 6103

DRAFT

AFFORDABLE HOUSING DENSITY BONUS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

7844 - 7866 Citrus Avenue Fontana, California

Master Case No. 25-0040 / Tentative Tract Map 20787 (TTM No. 25-0002) / Design Review Project No. 25-0011

[PURSUANT TO DIVISION 25 OF FONTANA MUNICIPAL CODE]

This Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions (the "Agreement") is entered into as of this _____ day of _____, 2026 by and between the CITY OF FONTANA, a California municipal corporation ("City"), and CITRUS FONTANA, LLC, a Delaware limited liability company ("Owner") as follows:

RECITALS

A. Owner is the owner of certain real property located within the City of Fontana, County of San Bernardino, State of California, commonly known as 7844 to 7866 Citrus Avenue in Fontana, California (the "Property"). Property is legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

B. Division 25 of the Fontana Municipal Code (the "Density Bonus Division") provides a density bonus and other incentives to multifamily residential and mixed-use development projects of five (5) or more units that require a share of all newly constructed dwelling units be developed, offered to and sold or rented to very low, low or moderate income households at an affordable housing cost; and

C. On _____, 2026 the City of Fontana ("City"), a public body corporate and politic, by and through its Planning Commission, approved Master Case No. 25-0040 / Tentative Tract Map 20787 (TTM No. 25-002) and Design Review Project No. 25-0011 (collectively, the "Permit") and issued Conditions of Approval ("Conditions"); and

D. Subject to compliance with the Conditions, the Permit approves the construction of a residential project with thirty-seven (37) residential units on the Site ("Residential Development"), comprised of a base density of twenty-seven (27) residential units and a density bonus of ten (10) residential units; and

E. Pursuant to the Density Bonus Division, three (3) of the residential units in the Residential Development are required to be restricted for sale or for rent to eligible Very Low-Income Households at Affordable Housing Cost (the "Affordable Units"); and

F. Pursuant to Section 30-342 of the Density Bonus Division, and in compliance with Conditions, Owner and City desire to enter into this Agreement regarding the construction, operation, maintenance and rental or sale of a specified number of housing units in the Residential Development exclusively to Income-Eligible Households at an Affordable Housing Cost.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, City and Owner (collectively, the "Parties") agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.

2. Division 25 – Density Bonus. Chapter 30, Article II, Division 25 of the Fontana Municipal Code are incorporated into this Agreement.

DRAFT

3. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth this Agreement, as follows:

(a) "Adjusted for Household Size Appropriate for the Unit" means a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

(b) "Affordable Housing Cost" means an annual housing cost that does not exceed thirty (30) percent of fifty (50) percent of the San Bernardino County Area Median Income, Adjusted for Household Size Appropriate for the Unit. The Affordable Housing Cost shall comply with the requirements of California Health and Safety Code Section 50052.5 and limits published by the California Department of Housing and Community Development.

(c) "Affordable Rent" means a gross monthly rent that does not exceed thirty (30) percent of fifty (50) percent of the San Bernardino County Area Median Income, Adjusted for Household Size Appropriate for the Unit. The Affordable Housing Cost shall comply with the requirements of California Health and Safety Code Section 50053 and limits published by the California Department of Housing and Community Development.

(d) "Affordable Unit" means a dwelling unit that will be offered exclusively to an Income Eligible Household at an Affordable Housing Cost or Affordable Rent pursuant to this Agreement.

(e) "Area Median Income" or "AMI" means the median income for San Bernardino County, as Adjusted for Household Size and as defined, and periodically adjusted and published by the State of California Department of Housing and Community Development pursuant to HSC section 50093(c) and if such agency is no longer publishing such information, then such successor publication as determined by City.

(f) "Division 25" means Chapter 30, Article II, Division 25 of the Fontana Municipal Code, as it currently exists on the date this Agreement is executed.

(g) "Director" means City's Housing Manager, or his or her designee.

(h) "HCD" means the State of California Department of Housing and Community Development.

(i) "Income Eligible Household" shall mean a Very Low-Income Household.

(j) "Market Rate Units" means those dwelling units in the Residential Development on the Property that are not Affordable Units.

DRAFT

(k) "Owner" means the person or entity defined as "Owner" in the introductory paragraph of this Agreement, and includes all successors and assigns of that person or entity.

(l) "Property" shall have the meaning defined in Recital "A".

(m) "Residential Development" means the 48 residential units developed on the Property.

(n) "Utility Allowance" means an amount designated and updated annually the Housing Authority of the County of San Bernardino as a reasonable estimate of the cost of utilities for an Income Eligible Household. The Utility Allowances in effect as of the date of this Agreement are set forth in Exhibit "F" to this Agreement. In recognition of energy efficiency measures included in the Affordable Units, Owner shall have the option to commission an energy audit and projection of utility costs ("Utility Cost Analysis") from an independent third-party energy consultant jointly selected by Owner and City, and to use the results of this Utility Cost Analysis as the basis to determine this "Utility Allowance".

(o) "Very Low Income Households" has the meaning defined in Section 50105 of the California Health and Safety Code, and generally includes households whose gross income is equal to fifty percent (50%) or less of the Area Median Income for San Bernardino County.

4. Affordable Units.

(a) Owner hereby agrees that the following three (3) units in the Residential Development shall be designated as the Affordable Units:

Lot	Address	Income Level	# Bedrooms
9	16023 "E" Drive	Very Low	Four (4) bedrooms
22	7853 "B" Drive	Very Low	Four (4) bedrooms
28	16041 Unit #1 "C" Drive	Very Low	Four (4) bedrooms

DRAFT

(b) The location of Affordable Units is depicted on Exhibit "B" attached hereto and incorporated herein by this reference. The location of the Affordable Units shall not be changed without the prior written approval of the Director.

(c) The quality of materials, included features and amenities offered provided to the Affordable Units shall be comparable to the Market Rate Units.

(d) Prior to issuance of a certificate of occupancy (or its equivalent) for the Project, the Parties shall execute an amendment to this Agreement or other appropriate instrument that ensures that the requirements of this Agreement are properly recorded against each Affordable Unit and memorializes Owner's obligation to provide the Affordable Units on a rental or for-sale basis, as further set forth in Section 6, below.

5. Term. This Agreement shall begin on the date it is fully executed by City and Owner and shall expire upon the earlier of: (1) fifty-five (55) years (if offered as rental units for the entire period) from issuance of a certificate of occupancy (or equivalent) for the Affordable Units, or (2) if Owner makes the election provided for in Section 6(d), forty-five (45) years from the date that all the Affordable Units have been sold by Owner to Very Low Income Households in accordance with this Agreement. Upon the sale of units to Very Low Income Households in accordance with this Agreement, Owner and City shall cooperate to record a release of Owner's obligations under this Agreement, provided that the obligations set forth in this Agreement continue to encumber the Affordable Units, but this Agreement shall remain in effect as a restriction on the ownership, use, and subsequent transfer of the Affordable Units.

6. Affordability Covenants: Income Limits, Calculation of Affordable Sales Price and Affordable Rents.

(a) The parties agree that the affordability covenants set forth in this Agreement shall comply with and are subject to California Government Section 65915. During the Term of this Agreement, the Affordable Units shall be rented or sold to Very Low Income Households in accordance with this Section 6. The Parties acknowledge and agree that Owner is permitted to sell, transfer, or assign full or partial ownership of all of the Affordable Units, in conjunction with a bulk sale, transfer, or assignment of full or partial ownership of all of the Market Rate Units, to a third-party other than Owner, provided that Owner's successor is bound by the terms of this Agreement through a written assignment and assumption agreement, as required by Section 21(c), below.

(b) Income Eligibility. The applicable income limits for Income Eligible Households, adjusted for household size, are published annually by HCD. Current income limits for 2025 are shown in Exhibit "C". Owner shall have the sole obligation to obtain from HCD's website the applicable income limits.

DRAFT

(c) Affordable Rental Covenant. Except as set forth in sub-paragraph (d) below, the Affordable Units shall be rented to Income Eligible Households for an Affordable Rent. Owner shall calculate rents for Affordable Units as defined in Exhibit "D" and provide written notice to the City at least sixty (60) days' prior to imposing any rent increase. In no case shall Affordable Rent exceed the amount allowable by California Government Code 50053(b)(3) and related HCD regulations.

(d) Election to Sell Affordable Units. Subject to compliance with California Government Code Section 65915, Owner shall have the right to elect to sell the Affordable Units for an Affordable Housing Cost to individual Income Eligible Households, provided that Owner obtains the City's prior written consent, which shall not be unreasonably withheld, before issuance of a certificate of occupancy for the Project. In the event that the City approves the sale of Affordable Units, then Owner shall sell the Affordable Units to individual Income Eligible Households for an Affordable Housing Cost, in accordance with this sub-paragraph (d) of this Section 6, and Owner shall not rent the Affordable Units as provided for in sub-paragraph (c).

(i) Owner shall offer all Affordable Units for sale to individual Income Eligible Households at an Affordable Housing Cost, with an Affordable Sales Price calculated as defined in Exhibit "E".

(ii) Each Affordable Unit shall be initially sold to and occupied by an Income Eligible Household for the duration of this Agreement. If an Affordable Unit is not purchased by an Income Eligible Household within 180 days after the issuance of a certificate of occupancy for the Affordable Unit, then Owner may propose a sale to a qualified nonprofit housing corporation in accordance with the requirements of California Government Code Section 65915(c)(2)(A)(ii), and City shall have the right to approve the proposed sale, which approval shall not be unreasonably withheld. Owner must provide the City with at least forty five (45) days to review and approve the proposed transfer documents, including but not limited to the provisions for equity sharing required by law.

(iii) Affordable Units sold to Income Eligible Households shall be governed by a Purchase Affordability Agreement substantially in the form of Exhibit "F". Unless the sale is to a qualified nonprofit housing corporation pursuant to sub-paragraph (ii), above, and Government Code section 65915(c)(2)(A)(ii), the Affordable Units sold to Income Eligible Households shall be subject to a Purchase Affordability Agreement, recorded against the Affordable Unit, substantially in the form of Exhibit "F," and each Income Eligible Household purchasing an Affordable Unit shall execute a "City Promissory Note" for the amount of the City's "initial subsidy of the Affordable Unit, as required by California Government Code Section 65915(c)(2), which shall be secured by a "City Deed of Trust."

(iv) City shall have the right to review and approve the terms for sale of an Affordable Unit to determine compliance with the obligations of this Agreement. Owner shall provide City with at least forty five (45) days written notice of the proposed terms of the

sale, including but not limited to the proposed purchase price, the Affordable Housing Cost, the down payment requirements, the terms of any financing, including a first lien deed of trust, and any other terms and conditions of the purchase and sale agreement which the City may reasonably request.

(v) Prior to the sale of an Affordable Unit, the Income Eligible Household purchasing the Affordable Unit must execute the Purchase Affordability Agreement, the City Promissory Note and City Deed of Trust, as required therein, in a form subject to the City's final review and written approval.

(vi) Owner acknowledges and agrees that it shall not rent any Affordable Units if it elects to sell the Affordable Units as provided for herein.

(e) ANY RENTAL OR SALE OF AN AFFORDABLE UNIT IN VIOLATION OF THIS AGREEMENT OR THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 65915 IS VOID AND SHALL BE SUBJECT TO ALL RIGHTS AND REMEDIES PROVIDED FOR IN THIS AGREEMENT OR AVAILABLE AT LAW OR EQUITY.

7. Marketing Plan and Tenant Selection Procedures for Affordable Units. Prior to the commencement of marketing of the Market Rate Units, Owner shall prepare and submit to the Director for the City's Housing Department, or other designee of the City Manager, for review and approval of a plan and procedures for marketing activities, application processing, and selection of eligible households for the Affordable Units. The Marketing Plan and Selection Procedures shall comply with the following minimum requirements:

(a) Owner shall post the availability of the Affordable Units online at the City's Housing Department page and at any other affiliated sites requested by City.

(b) Owner shall publish notices of the availability of Affordable Units in newspapers circulated widely in the City of Fontana, including newspapers that reach minority communities. At least one notice shall be published in a Spanish language newspaper of general circulation.

(c) Owner shall notify City in writing of the availability of the Affordable Units at least thirty (30) days prior to the desired start date of the marketing period.

(d) Owner shall maintain an on-line sign-up list for prospective applicants to register interest in Affordable Units and will publicize a deadline for accepting applications.

(e) At least seven (7) days prior to the application deadline, Owner will create a randomized list of prospective applicants and reach out to prospective applicants in the order of the randomized list to request additional application information in support of eligibility review.

DRAFT

(f) Upon completion of eligibility review by Owner, Owner will provide City a list of eligible applicants prioritized in the order of the randomized list. City shall review, comment, approve or disapprove applicants within ten (10) business days of receipt.

8. City Referrals. City may refer to Owner person(s) or households who meet the eligibility requirements set forth in this Agreement. Owner agrees to accept City referrals for Affordable Units whose applications are submitted by City to Owner, so long as such applications are from bona-fide Income Eligible Households. In the event that a City referral is rejected, Owner shall deliver to City written notice stating the reasons therefor within five (5) days following receipt by Owner of the application.

9. Ineligible Occupants of Affordable Units. The following individuals, by virtue of their position or relationship, are ineligible to rent or purchase an Affordable Unit:

(a) All employees and officials of the City or its agencies, authorities, or commission who have, by virtue of their position, policy-making authority or influence over the implementation of the affordable housing program, as well as the immediate relatives of such employees or officials, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law and brother-in-law.

(b) Owner or any principal, employee, affiliate, or agent of Owner, and the immediate relatives of any member, employee, or principal of Owner, or any Owner successors and assignees, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law and brother-in-law.

10. Income Qualification & On-going Monitoring; Occupants of Affordable Units

(a) Owner shall take reasonable steps to certify the income level of prospective occupants of an Affordable Unit, at the time of the initial application. Furthermore the households (or tenants) agree to annually recertify income during the duration of occupying the Affordable Unit. Owner may request an income certification from the proposed occupant of the Affordable Unit and provide proof of income verification in the following methods, as applicable:

(i) Paystubs for the preceding 3-month period from date of application;
(ii) Federal income tax return for the most recent tax year;
(iii) Income and job address verification from the applicant's employer;
(iv) Other forms of income verification (e.g., certification from the Social Security Administration); and

DRAFT

(v) Alternative form of income verification, subject to approval by the Housing Director.

(b) Owner shall apply the same terms and conditions to applicants for Affordable Units as are applied to all other applicants, except as otherwise required to comply with this Agreement (i.e., rent levels, occupancy restrictions and income requirements) and/or government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

(c) Owner shall audit occupants of Affordable Units annually thereafter, as follows:

(i) Tenants of Affordable Units shall provide income verification documentation similar to that listed in subsection (a) above, and proof of occupancy (i.e., copy of utility statement, car registration; tax filing); and,

(ii) Owners of Affordable Units shall provide proof of occupancy (i.e., copy of utility statement, car registration; tax filing).

11. Changes in Household Income; Occupants of Affordable Units.

(a) In the case of a rental of an Affordable Unit, if the income of a tenant occupying an Affordable Unit decreases below the category for which the tenant originally qualified, the tenant shall continue to have the right to reside in the Affordable Unit, provided the tenant pays the rent and performs his/her other obligations to Owner.

(b) If after moving into an Affordable Unit, and during the annual audit of tenant's income, it is determined that the tenant's income exceeds the income limit for that unit, the tenant may remain in the unit as long as the tenant's income does not exceed 80% of Area Median Income adjusted for household size. In that event, the applicable rent for the Affordable Unit shall be increased to 30% of their audited gross household income, less an Utility Allowance.

(c) If after moving into an Affordable Unit the tenant's income eventually exceeds 80% of Area Median Income adjusted for household size, the tenant shall be given one year's notice to vacate the unit. If, during the one-year notice period, the tenant's income changes to qualify as an Income Eligible Household, the notice of termination shall be rescinded.

(d) So long as the Owner complies with the procedures set forth in this section, Owner shall not be in violation of this Agreement due to a tenant's income eventually exceeding the income limit for the Affordable Unit occupied by that tenant.

(e) This section shall not apply if the Affordable Units are sold to Income Eligible Households pursuant to Section 6(b) of this Agreement.

12. No Sublease. No Affordable Unit may be sublet without the written permission of both Owner and City. The City shall not grant permission to lease, rent, or sublet the unit if the prospective occupant is determined to not be an Income Eligible Household.

13. Lease Agreement. Any lease agreement between Owner or its agent and the tenant of any Affordable Unit must include a copy of this Agreement. A fully executed copy of each lease agreement for an Affordable Unit shall be delivered to City within ten (10) days after the date of its execution. Lease agreements shall be for a minimum of 12 months, and tenants shall provide annual income re-verification as requested by Owner or City.

14. City's Right to Inspect Units and Documents. The City may inspect the Affordable Units (subject to the tenant's privacy rights) and any documents or records relating thereto, at any reasonable time to determine Owner's compliance with this Agreement.

15. Maintenance of Affordable Units. In the event that Owner rents the Affordable Units, Owner shall (a) maintain and operate all Affordable Units so as to provide decent, safe and sanitary housing consistent with federal housing quality standards; (b) make any required repairs or provide any required cleanup and (c) provide the Affordable Units with the same levels of services and maintenance as are provided to the other dwelling units on the Property. Upon sale of an Affordable Unit to an Income Eligible Household, maintenance responsibility of the Affordable Unit shall become the responsibility of the new owner, to be enforced through the provisions of the associated Home Owners Association (HOA), City Code Enforcement process or other method available to the City.

16. Administration Fee. Owner agrees to pay such fees and deposits as the City Council may adopt by resolution over time pursuant to Section 30-342 of Chapter 30, Article II, Division 25 to offset the administrative cost of performing the duties and responsibilities described in this Agreement.

17. Incentives, Concessions and Waivers. This Agreement is made in connection with the Project receiving incentives, concessions, and waivers pursuant to the Conditions approved by the City's Planning Commission. In the event of a breach of the obligations hereunder, Owner agrees and acknowledges that such breach constitutes a violation of the Conditions and may entitle the City to legal or equitable remedies.

18. Federal and State Laws. Notwithstanding the above provisions, nothing contained herein shall require Owner or City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated thereunder applicable to the construction, management, maintenance, and rental of low and moderate-income housing units in the City of Fontana.

DRAFT

19. Prohibition Against Discrimination. Owner shall not discriminate against any tenant or potential tenant on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Owner further agrees to take affirmative action to ensure that no such person is discriminated against for any of the above-mentioned reasons.

20. Indemnification. Owner shall defend, indemnify and hold harmless the City of Fontana and its officers, agents, employees, representatives, and volunteers (individually an "Indemnified Party" and collectively, "Indemnified Parties") from and against any loss, liability, claim or judgment arising from or relating in any manner to this Agreement. Owner shall not be required to indemnify and hold harmless an Indemnified Party for liability attributable to the willful misconduct or gross negligence of the Indemnified Party, provided such willful misconduct or gross negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where an Indemnified Party is shown to have engaged in willful misconduct or been grossly negligent and where the Indemnified Party's willful misconduct or gross negligence accounts for only a percentage of the liability involved, the obligation of Owner will be for that entire portion or percentage of liability not attributable to the willful misconduct or gross negligence of the Indemnified Party. In such an instance, the Indemnified Party will be obligated to reimburse Owner for any and all expenses incurred prior to the agreement of the parties or determination by a court of competent jurisdiction.

21. Recording; Successors and Assigns; Bulk Sale, Transfer or Assignment of Affordable Units.

(a) This Agreement shall be recorded in the Official Records for San Bernardino (the "Official Records") against the Property prior to recordation of a final map or, if no final map, prior to issuance of a building permit, and shall be only be subject to matters of public record that City agrees to in writing. Owner agrees that it shall obtain a preliminary title report or, if the City requests, a condition of title guarantee, at Owner's sole cost and expense, that reflects this Agreement is recorded in a priority satisfactory to the City. In the event any other instrument is recorded with priority over this Agreement, Owner agrees that the City may withhold a certificate of occupancy for the Project until a subordination agreement satisfactory to the City is executed and recorded in the Official Records.

(b) This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective successors, owners and assigns. City reserves the right to designate another public agency to perform City's obligations or to exercise City's rights and options under this Agreement.

(c) If Owner seeks to sell, transfer or assign the Project, in full or in part, including any of the Affordable Units, or any rights and obligations in this Agreement, Owner and the

DRAFT

proposed transferee shall execute and deliver to City an express written assignment and assumption agreement, with express assumption of Owner's obligations under this Agreement. The proposed assignment and assumption agreement shall be provided to City with at least thirty (30) days to review and approve or disapprove, provided that the approval shall not be unreasonably withheld.

(d) The assignment and assumption agreement required by sub-paragraph (c) shall include a specific acknowledgment by the buyer, transferee or other assignee that the Affordable Units will be provided as rental units or for-sale units in accordance with the obligations set forth in this Agreement.

(e) The fully executed assignment and assumption agreement shall be recorded in the Official Records concurrently with any deed or conveyance of the Affordable Units.

(f) Any sale, transfer, or assignment made in violation of this Agreement shall be null and void, and City shall have the right to pursue any right or remedy at law or in equity to enforce the provisions of the restriction against unpermitted sales, transfers, or assignments

22. Burden to Run with Property. The covenants and conditions contained herein shall run with and burden the Property for the Term of the Agreement. Owner shall expressly make the conditions and covenants in this Agreement a part of any deed or other instrument conveying an interest in the Property.

23. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective on the date received or the date delivery was refused as indicated on the return receipt, as follows.

To Owner: Citrus Fontana, LLC
Attn: Matthew Livingston
c/o RC Homes, Inc.
550 N Larchmont Boulevard
Suite 200
Los Angeles, CA 90004

To City: City of Fontana
Attn: Housing Manager
8353 Sierra Avenue
Fontana, CA 92335

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

DRAFT

24. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that County, or in the Federal District Court in the Central District of California.

25. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement; provided, however, that the defaulting party shall be given an additional reasonable amount of time (not to exceed ninety (90) days) to complete the cure if a cure cannot be completed with the thirty (30) day period. Notwithstanding the previous sentence, except in the instance of Owner's gross negligence or willful misconduct, if completion of the cure requires eviction of a tenant of an Affordable Unit, the ninety (90) day limit shall not apply, so long as Owner has commenced the unlawful detainer action within thirty (30) days after receipt of notice from the City, and Owner diligently prosecutes the unlawful detainer action to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days (or such additional time as may be authorized by this Section 25) after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

26. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

27. Further Assurances and Recordation. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

28. Entire Agreement. The text herein, consisting of ten (11) pages and seven (7) exhibits, constitutes the entire agreement between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Owner.

(signatures on next page)

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FONTANA, a municipal corporation

By: _____
<<NAME>>
<<TITLE>>

Dated: _____, 2026

APPROVED AS TO FORM:

By: _____
<<NAME>>
<<TITLE>>

Dated: _____, 2026

ATTEST:

By: _____
<<NAME>>
<<TITLE>>

Dated: _____, 2026

CITRUS FONTANA, LLC, a Delaware limited liability company

By: _____ Dated: _____, 2026
Matthew Livingston
Vice President

Attachments:
Exhibit "A" – Legal Description
Exhibit "B" – Location of Affordable Units
Exhibit "C" – Income Limits
Exhibit "D" – Calculation of Affordable Rents
Exhibit "E" – Calculation of Affordable Sales Price
Exhibit "F" – Form of Purchaser Affordability Agreement
Exhibit "G" – Utility Allowances Schedule

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Commonly known as 7866 Citrus Avenue, Fontana California

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:
Lot 96 of THE ETIWANDA VINEYARDS TRACT, in the County of San Bernardino, State of California, as per plat recorded in Book 17, Page 29, records of said county. Excepting therefrom that portion conveyed to the City of Fontana for street purposes by deed recorded August 31, 2006 as Instrument No. 2006-0598604 of Official Records.

APN: 1110-361-10-0-000

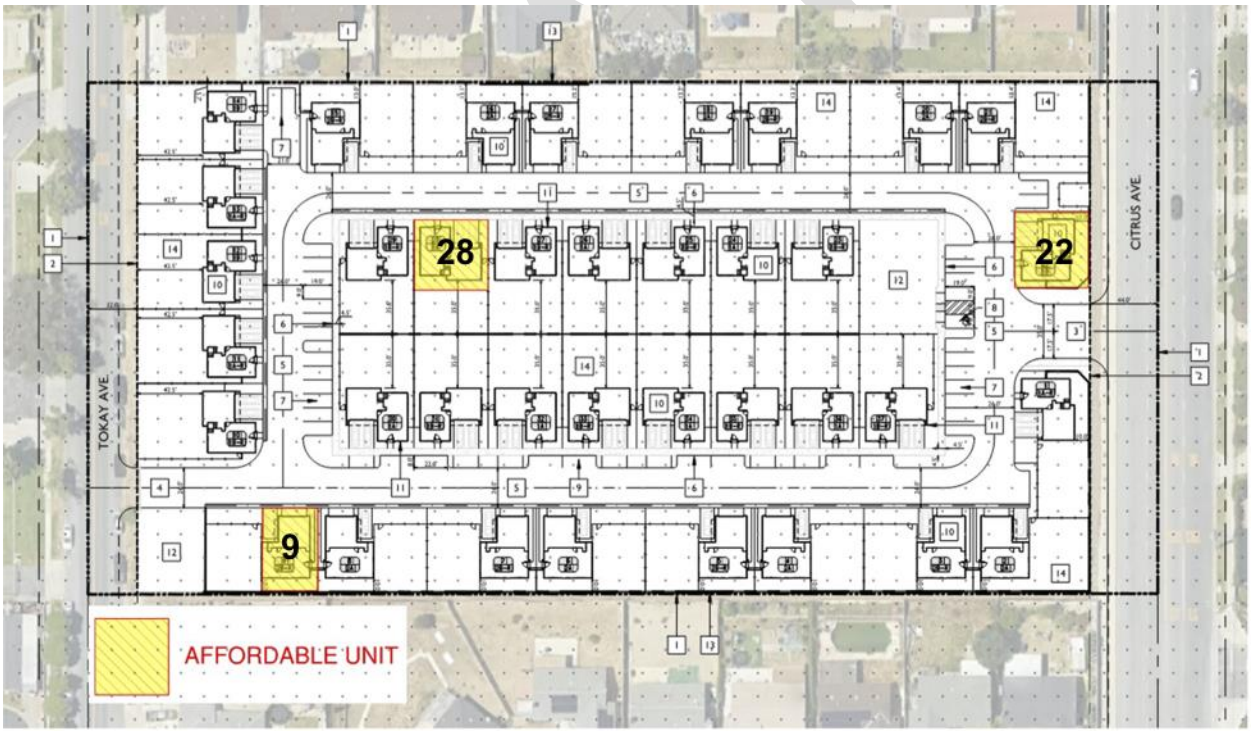
DRAFT

EXHIBIT "B"

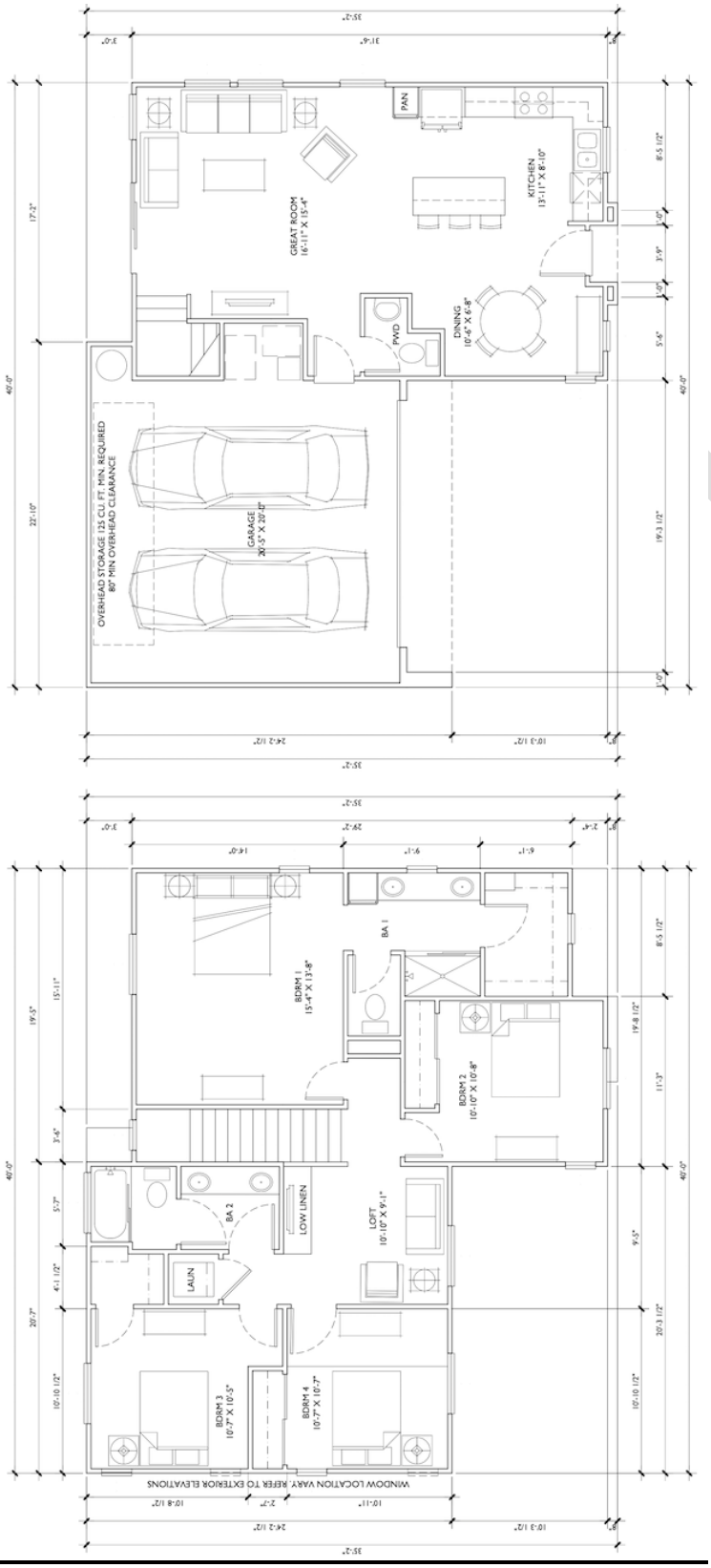
LOCATION OF AFFORDABLE UNITS

The Affordable Units are identified in the table below. The Lot Number corresponds to the location of the dwelling units shown in the site plan which follows this page. Approved house plans and elevations for the Affordable Units are included in the following pages.

Lot	Address	Income Level	# Bedrooms
9	16023 "E" Drive	Very Low	Four (4) bedrooms
22	7853 "B" Drive	Very Low	Four (4) bedrooms
28	16041 Unit #1 "C" Drive	Very Low	Four (4) bedrooms



Lot 22 & 28 – Plan 1 (4 bed / 2.5 bath)



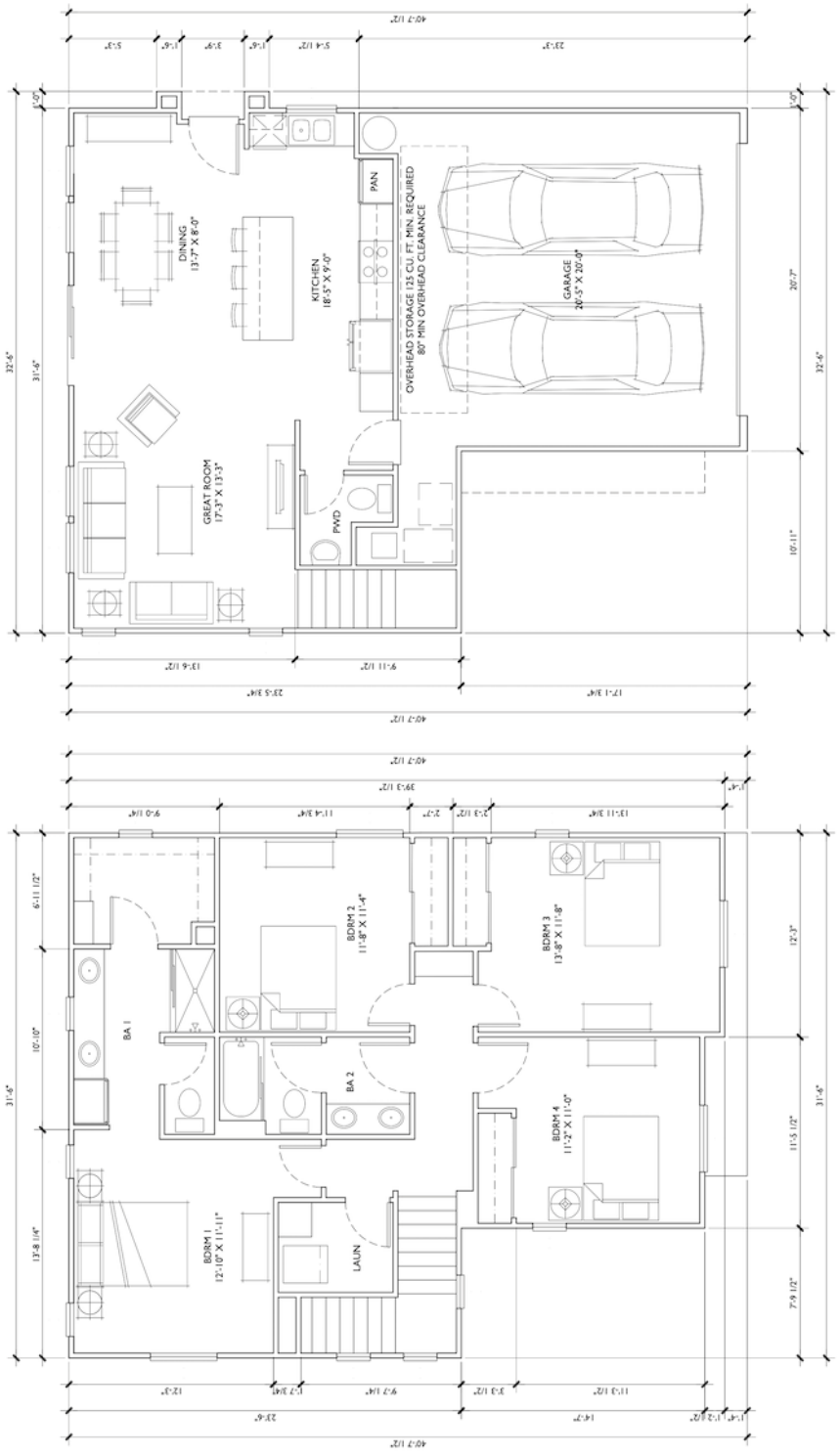
Lot 22 – Plan 1, Elevation A (Spanish)



Lot 28 – Plan 1, Elevation B (Ranch)



Lot 9 – Plan 2 (4 bed / 2.5 bath)



Lot 9 – Plan 2, Elevation B (Ranch)

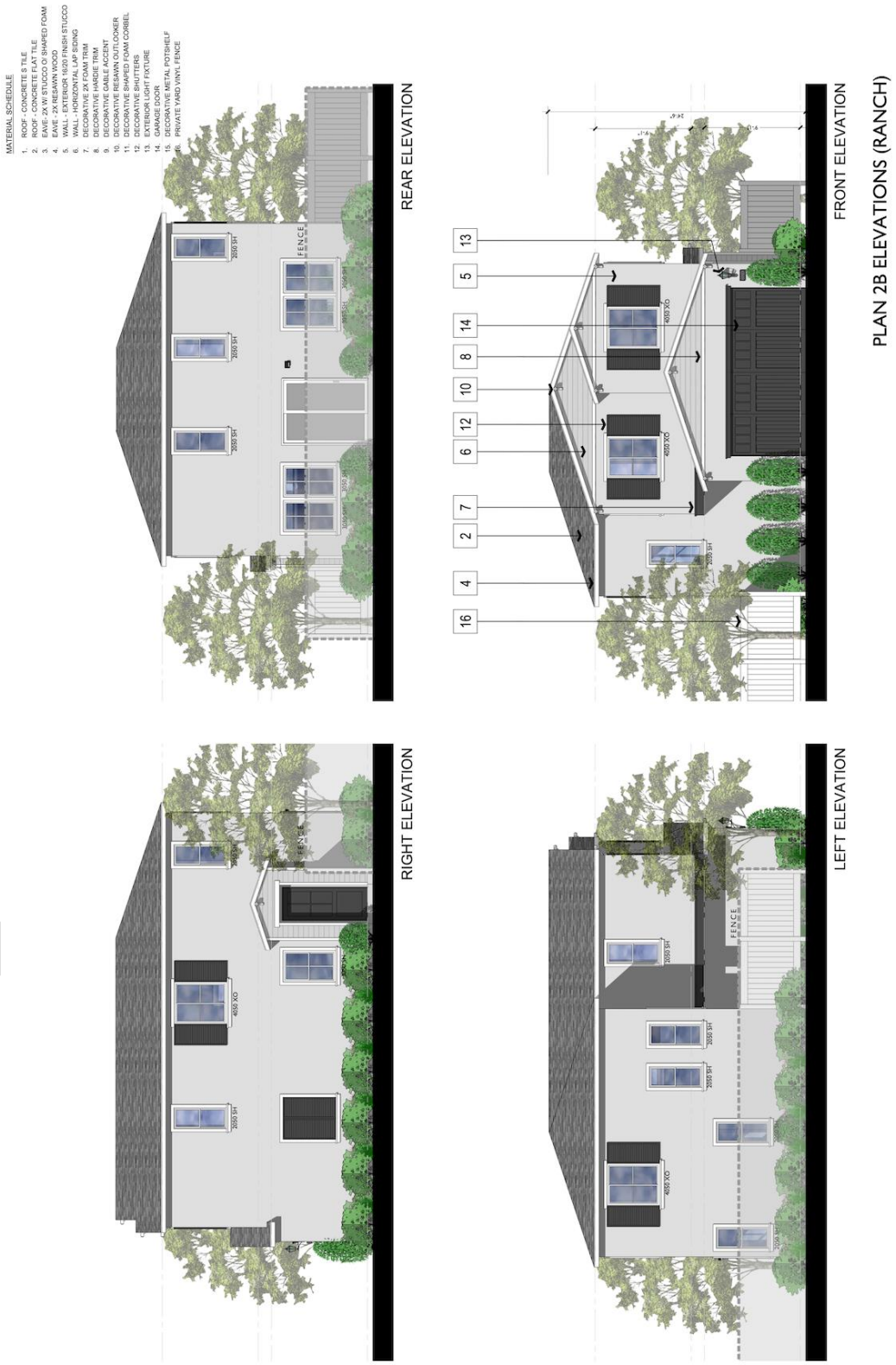


EXHIBIT "C" -- INCOME LIMITS

Issued April 23, 2025 & Current as of February 19, 2026

Visit https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits and click on "Official State Income Limits" for the most current version of this document.

Number of Persons in Household:		1	2	3	4	5	6	7	8
San Bernardino County Area Median Income: $103,900	Acutely Low	10900	12500	14050	15600	16850	18100	19350	20600
	Extremely Low	23500	26850	30200	33550	37650	43150	48650	54150
	Very Low Income	39200	44750	50350	55950	60450	64900	69400	73850
	Low Income	62650	71600	80550	89500	96700	103850	111000	118150
	Median Income	72750	83100	93500	**103900**	112200	120500	128850	137150
	Moderate Income	87300	99750	112250	124700	134700	144650	154650	164600

Note: Highlighted row indicate the income limit for an eligible very low income household, adjusted for household size. Other figures are only provided for reference to the HCD income limit table .

DRAFT

EXHIBIT "D" -- Calculation of Affordable Rents

"Affordable Rent" means a rent for an Affordable Unit that, when added to the Utility Allowance does not exceed the Affordable Housing Cost for a Very Low-Income Household, Adjusted for Household Size Appropriate for the Unit, as shown in the following example:

Line	Description	Value	Value Type	Notes
A	Number of Bedrooms in Affordable Unit:	4	bedrooms	Fixed Input, as per Exhibit B
B	Adjusted for Household Size Appropriate for the Unit:	5	person household	Fixed Input, as per Agreement
C	Income Eligible Household Type:	Very Low Income		Fixed Input, as per Agreement
D	Income Limit for Income Eligible Housing, Adjusted for Household Size:	$60,450	annual gross household income	From Exhibit C -- 2025 HCD AMI values; Update expected April 2026
E	Affordable Housing Cost:	30%	of annual gross household income	Fixed Input, as per Agreement
F	Annual Housing Cost:	$18,135	per year	Calculation; D x E
G	Monthly Housing Cost:	$1,511.25	per month	Calculation; F / 12 month
H	Monthly Utility Allowance:	$250.00	per month	From Exhibit F or optional Utility Cost Analysis. (estimate)
I	Maximum Monthly Affordable Rent:	$1,261.25	per month	Calculation; G - H

Note: Line "D" and Line "H" shall be updated based on values in effect at the time that Affordable Rent is set, and shall be verified and updated at the time of every lease signing.

If a tenant is a participant in a tenant-based rental assistance program, including the Housing Choice Voucher Program ("HCVP"), commonly known as Section 8, or other income-based rental subsidy program, contract rent limits applicable to such programs (e.g. HCVP payment standards) shall apply.

EXHIBIT "E" -- Calculation of Affordable Sales Price & Form of Purchaser Affordability Agreement

"Affordable Sales Price" means a sales price for an Affordable Unit paid by an Income Eligible Household in an amount comprised of the down payment and first or conventional mortgage financing, such that the Income Eligible Household's Total Housing Costs do not exceed the Affordable Housing Cost, as shown in the following example:

Line	Description	Value	Value Type	Notes
A	Number of Bedrooms in Affordable Unit:	4	bedrooms	Fixed Input, as per Exhibit B
B	Adjusted for Household Size Appropriate for the Unit:	5	person household	Fixed Input, as per Agreement
C	Income Eligible Household Type:	Very Low Income		Fixed Input, as per Agreement
D	Income Limit for Income Eligible Housing, Adjusted for Household Size:	$60,450	annual gross household income	From Exhibit C
E	Affordable Housing Cost:	30%	of annual gross household income	Fixed Input, as per Agreement
F	Annual Housing Cost:	$18,135	per year	Calculation; D x E
G	Monthly Housing Cost:	$1,511	per month	Calculation; F / 12 month
H	less: Monthly Utility Allowance:	$225	per month	From Exhibit F or optional Utility Cost Analysis. (estimate)
I	less: Monthly Property Tax Expense:	$145	per month	Calculated; 1.25% of P / 12 months
J	less: Monthly HOA Assessment Expense	$200	per month	Based on HOA Budget approved by DRE. (estimate)
K	less: Monthly Home Owners Insurance Policy Expense	$150	per month	Estimate
L	Maximum Monthly Housing Cost Available for Payment of Mortgage (Principal & Interest):	$791	per month	Calculation; G -sum(H:K)
M	Average 30 Year Fixed Rate Mortgage	5.88%	per year	CalHFA Conventional Rate (2/19/26)
N	Supportable 30-year Fixed-rate Mortgage	$133,762	lump sum	Calculation; Present Value of L at M rate over 30 years
O	Downpayment at 5%	$7,040	lump sum	Minimum downpayment
P	Affordable Sales Price	$140,802	lump sum	Calculation; N + O

EXHIBIT F

Form of
Purchaser Affordability Agreement

DRAFT

OFFICIAL BUSINESS

Document entitled to free recording per Govt. Code Sections 27383 and 27388.1.

Recording Requested by and When Recorded Mail To:

City of Fontana
Office of the City Clerk
8353 Sierra Avenue
Fontana, CA 92335

Attn: Germaine Key, City Clerk

APN: _____ Space Above Line for Recorder's Use

PURCHASER AFFORDABILITY AGREEMENT

(Very-Low Income Density Bonus Unit)
AFFORDABLE HOUSING AGREEMENT
INCLUDES LIMITATIONS ON RESALE AND ACCUMULATION OF EQUITY, AND OPTION TO PURCHASE UPON DEFAULT

This Purchaser Affordability Agreement (as amended, modified or restated from time to time, the "Agreement") is entered into as of this XX day of Month, 20XX by and between the CITY OF FONTANA, a public body corporate and politic ("City"), and BORROWER NAME, VESTING ("Owner"), as follows:

RECITALS

A. Owner is the owner of residential unit and related rights located within the City of Fontana, County of San Bernardino, State of California, as more fully described as set forth in Exhibit A attached hereto and made a part hereof (the "Residence"). The Residence is part of the residential development generally known as Citrus Court at Fontana (the property, improvements and rights related thereto are referred to as the "Project") which was developed by CITRUS FONTANA, LLC, a Delaware limited liability company, (the "Developer"); and

B. On _____, the City of Fontana ("City"), a public body corporate and politic, by and through its Planning Commission, approved Master Case No. 25-0040 / Tentative Tract Map 20787 (TTM No. 25-0002) and Design Review Project 25-0011 (collectively, the "Permit") and issued Conditions of Approval ("Conditions") requiring that Developer enter into that certain AFFORDABLE HOUSING DENSITY BONUS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (as amended,

modified and restated from time to time, the "Master Affordable Housing Agreement") dated _____ and recorded on _____ as Instrument No. _ in the Official Records of San Bernardino County ("Official Records"); and

C. The Master Affordable Housing Agreement and this Agreement are intended to promote the development and access of affordable housing in the City; and

D. The Residence is one of the affordable condominium units restricted for very low income households pursuant to the Master Affordable Housing Agreement to help alleviate the affordable housing shortage in City (the "Restricted Units") and its sale is limited to the sale to an Eligible Household at an Affordable Sales Price as such terms are defined in the Master Affordable Housing Agreement; and

E. The purpose of this Agreement is to place certain use restrictions and resale restrictions on the Owner as the purchaser of the Residence and the Residence in compliance with the Permit; and

F. Owner confirms that without the conditions required by the Permit, the Residence would not have been available for sale at its current price and Owner would not have been able to afford the purchase of the Residence.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.

2. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth in the laws and regulations referred to in the Permit, except as expressly indicated otherwise. For purposes of this Agreement, the terms listed below shall have the meanings thereafter specified:

"Administrator" means the Housing Manager of the City, or his or her designee.

"Affordable Housing Cost" has the meaning set forth in HSC Section 50052.5, and refers to the Total Housing Costs paid by an Eligible Household, which shall not exceed a specified fraction of the Eligible Household's gross monthly income, adjusted for Household Size Appropriate for the Unit. For purposes of this Agreement, the Affordable Housing Cost for Eligible Households shall comply with HSC Section 50052.5 for Very Low Income Households and shall not exceed thirty percent (30%) of fifty percent (50%) of the San Bernardino County area median income, and the limits published by the California Department of Housing and Community Development.

"Affordable Sales Price" means the price of the Initial Sale such that the Total

DRAFT

Housing Costs paid by an Eligible Household does not exceed the Affordable Housing Cost, which is $_____, in effect as of the date of this Agreement.

"Appraised Value" means the fair market value of the Residence determined by an appraisal dated as of MONTH DAY, YEAR, commissioned by the First Lender.

"Area Median Income" or "AMI" means the median income for San Bernardino County, as adjusted for family size and as defined, and periodically adjusted by HCD and published by HCD pursuant to HSC Section 50093(c) and if such agency is no longer publishing such information then such successor publication as determined by City.

"City Deed of Trust" shall mean a deed of trust from Owner to City securing the City Loan and City Promissory Note, which shall be in a form as set forth in Exhibit B and subject to City's consent and written approval.

"City Loan" shall mean a loan from the City to Owner in the form of the Initial Subsidy. The City Loan is not a direct payment from City to Owner, but rather reflects the amount of the Initial Subsidy, and is used to determine the City's share of Net Appreciation, pursuant to the equity share requirements of California Government Code section 65915. The City Loan shall be evidenced by the City Promissory Note and secured by the City Deed of Trust recorded against the Designated Unit.

"City Promissory Note" shall mean a promissory note from Owner to City evidencing the City Loan, which shall be in a form as set forth in Exhibit C and subject to City's consent and written approval.

"Eligible Household" shall mean the Owner who is a Very Low Income Household that is eligible to purchase the Residence.

"First Lender" means LENDER NAME (i.e., Eligible Household's First Trust Deed Mortgage lender).

"HCD" means the California Department of Housing and Community Development.

"Household Size Appropriate for the Unit" means the actual size of the household with at least a minimum of one person per bedroom.

"HSC" means the California Health and Safety Code.

"Initial Sale" means the sale of the Designated Unit by the Developer to an Eligible Household at the Affordable Sales Price in accordance with the Density Bonus Law.

"Initial Subsidy" means the assistance provided by City to the Owner in the amount of _____ Dollars

DRAFT

($_____) to purchase the Residence for the Affordable Sales Price, defined to be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the Eligible Household as established by the Affordable Sales Price, plus the amount of any downpayment assistance or mortgage assistance. If, upon resale, the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

"Net Appreciation" is defined in Section 10.

"Owner" means the person or entity defined as such in the introductory paragraph of this Agreement and includes all successors and assigns of that person or entity.

"Permitted Transfer" is defined in Section 7.

"Project" shall have the meaning defined in Recital A.

"Residence" shall have the meaning defined in Recital A.

"Term" is defined in Section 3.

"Total Housing Costs" mean the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a thirty-year term), utilities, homeowner's association dues, homeowner's insurance, property taxes, mortgage insurance, cost of parking amenities, and any other related assessments.

"Transfer" is defined in Section 7.

"Very Low Income Household" means a household with; an annual income for a household which does not exceed 50 percent of the AMI as specified by HSC Section 50105.

3. Term. This Agreement shall commence as of the date of this Agreement and expire on the closing of a Transfer of the Residence in accordance with the provisions of this Agreement and the payment of all amounts due and owing to the City, including the City's share of any Net Appreciation pursuant to Section 10 below. Notwithstanding the foregoing, except as provided in Section 25 hereof, a foreclosure of either the First Lender's deed of trust, or the foreclosure of any other secured lender's deed of trust that is secured by the Residence, shall not constitute a Transfer for purposes of terminating the Agreement.

4. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt, as follows:

DRAFT

If to Owner:	BORROWER NAME STREET ADDRESS CITY/AREA, CA ZIP
If to City:	City of Fontana Housing Department Attn: Housing Director 8353 Sierra Avenue Fontana, CA 92335

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with Section 4.

5. Owner Representations and Warranties and Related Covenants. Owner represents and warrants and covenants to the City as of the date hereof and (unless otherwise set forth) so long as Owner maintains an ownership interest in or control over the Residence that:

(a) the financial and other information previously provided in order to qualify to purchase the Residence was true and correct as of the date first written above and upon request Owner shall provide updated financial information including but not limited to copies of income tax returns and supporting information, bank statements and pay stubs of Owner and any other occupants of the Residence;

(b) as of the date hereof, Owner does not own any other residential property and has not owned any residential property for a period of three years prior to the date of this Agreement;

(c) for as long as Owner is the owner of the Residence, Owner shall occupy the Residence as the Owner's principal place of residence continuously during the entire 12 months of each calendar year;

(d) Owner has a Household Size Appropriate for the Unit which is being purchased;

(e) Owner shall not lease the Residence, except as permitted under Section 6;

(f) Owner shall provide documentation evidencing compliance with the occupancy requirement specified in this section as such documentation may be requested by the City or the City's agent;

(g) Owner shall pay all taxes, usage fees, charges, assessments and any similar fee, charge or expense which is or may become a lien or encumbrance on the Residence before they become delinquent regardless of whether such payment is due to a public agency or private party, including real estate taxes, special assessments, homeowner association fees and charges, or charges related to an easement or covenants conditions and restrictions affecting the Residence;

(h) Owner shall not allow others to encumber the Residence, including but

DRAFT

not limited to allowing deeds of trust, mortgages, other liens to secure the payment of money, easements, or other restrictions, without written approval of the City;

(i) Owner shall comply with the covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, provided they are not inconsistent with the provisions of this Agreement; and

(j) Owner shall promptly notify the City if any event or circumstance occurs which has a material effect on the Owner's use or ownership of the Residence or the condition or value of the Residence.

6. Leasing of the Residence. The Owner shall not lease the Residence. The term "lease" shall include, but is not limited to, directly or indirectly, with or without payment, voluntarily, involuntarily or by operation of law or otherwise allowing anyone other than the Owner and its Eligible Household as approved by the City to occupy all or any substantial part of the Residence. However, the Owner may have short-term (not more than thirty (30) days) visitors or guests stay at the Residence, provided the Owner is not allowing such visitors or guests as part of a commercial enterprise or business and such visitors or guests are not permitted as part of a rental agreement. Any lease of the Residence in violation of this Agreement shall constitute a default by the Owner hereunder. In addition to any other rights available to the City at law or equity:

(a) The Owner shall be responsible for taking all actions required to terminate any lease entered into, within thirty (30) days after the City has notified Owner to terminate the lease. Owner shall be solely responsible for all costs, expenses, suits, and any other liabilities arising from or related to such lease termination;

(b) The City may require the sale of the Residence to an Eligible Household approved by the City.

7. Transfer of the Residence. There shall be no Transfer of the Residence except in accordance with the provisions of this Agreement.

(a) Subject to the provisions of Section 7(b), a "Transfer" means any transfer (directly or indirectly, with or without payment, voluntarily, involuntarily or by operation of law or otherwise) of the ownership, title, or possessory interest in or to all or any substantial part of the Residence. Transfer of the Residence includes, without limitation, a purchase and sale, gift, hypothecation, pledge, or lease of all or any part of the Residence or entering into an agreement to do any of such actions. If Owner is a corporation, partnership, limited liability company, or other legal entity, the direct or indirect transfer of ownership or management control of the entity, voluntarily, involuntarily, by operation of law or otherwise, shall also constitute a Transfer.

(b) The following shall each constitute a "Permitted Transfer" under this Agreement: (i) where there are two or more persons who constitute the Owner and they are joint tenants or tenants in common and the transfer of the Residence to the surviving joint

DRAFT

tenant(s) or tenant(s) in common occurs by devise, descent or operation of the law, on the death of a joint tenant or a tenant in common and the remaining Owner continues to occupy the Residence as his/her primary residence throughout the term of this Agreement; (ii) where the spouse/former spouse of the Owner becomes the owner of the Residence and the successor spouse/former spouse continues to occupy the Residence as his/her primary residence throughout term of this Agreement; (iii) to the children, grandchildren, parents, or grandparents, as defined in California Revenue and Taxation Code Sec 63.1, if the transferee (a) continues to occupy the Residence as their primary residence throughout the term of this Agreement and (b) is qualified under the income qualifications set forth in this Agreement at the time of such transfer; (iv) to the children, grandchildren, parents, or grandparents, as defined in California Revenue and Taxation Code Sec 63.1, of the Owner, if the transfer is due to the death or permanent disability of the Owner and the transferee continues to occupy the Residence as their primary residence throughout the term of this Agreement; or (v) to an inter vivos trust in which the Owner is and remains the beneficiary and continues to occupy the Residence as his/her primary residence throughout term of this Agreement. If there is a Permitted Transfer of the Residence, Owner shall within not less than five (5) days after the City's request, provide the City with complete copies of all documents and agreements relating to the proposed and actual transaction at no cost to the City.

Leases of the Residence shall not constitute a Permitted Transfer and shall be covered in Section 6 above.

8. Notice of Intended Transfer. In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 4 of this Agreement at least ninety (90) days prior to the actual date of the proposed Transfer or vacation of the Residence. The notice from the Owner shall be sent by certified mail, return receipt requested. If the Owner intends to Transfer the Residence the Owner shall provide a copy of the agreements for the proposed Transfer of the Residence, including any purchase and sale agreements and information regarding the purchase price, whether the proposed purchaser intends to occupy the Residence as its permanent residence and whether the proposed purchaser qualifies as an Eligible Household. Owner shall certify that all information and materials provided to the City are true and complete and does not omit any material information regarding the proposed Transfer.

9. City Purchase Option. Before the Owner can Transfer the Residence, the Owner agrees that the City shall have the option, but not the obligation, to purchase the Residence for an amount equal to the fair market value of the Residence (the "Option"). Fair market value may be established by mutual agreement between the parties but if they cannot reach an agreement within 30 days, either party may require the fair market value to be determined in accordance with Section 12 below. If the City decides to exercise its Option to purchase the Residence, it shall, within thirty (30) days of receipt of the notice specified in Section 8 above, notify the Owner in accordance with Section 4 that it chooses to exercise the Option. If the City exercises the Option, it shall purchase the Residence within sixty (60) days of the date it receives the notice specified in Section 8 above. If the City exercises the Option, Owner agrees that it shall deliver fee title to the Residence to City at the close of escrow for such purchase free of all monetary liens or encumbrances, options to purchase or lease or

DRAFT

occupancy rights, and subject only to nonmonetary encumbrances common for other units in the Project. The provisions of Section 10 below shall apply to the payment of the purchase price, and therefore any Net Appreciation resulting from the purchase price will be allocated to the City as provided in Section 10. The City may, instead of purchasing the Residence itself, assign its right to purchase the Residence to a person who meets the criteria established by the City or to a governmental or nonprofit organization that is devoted to developing or preserving low-income housing.

10. Equity-Sharing Agreement. The Master Affordable Housing Agreement evidences a valuable consideration given by the City which has allowed the Owner to purchase the Residence at the Affordable Sales Price. In connection with Owner's purchase of the Designated Unit, Owner agreed to the City Loan and the City Promissory Note, which are secured by the City Deed of Trust. Owner agrees to share the appreciation in the value of the Residence with the City if there is a Transfer of the Residence during the term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if there is a Transfer of the Residence by the Owner during the term of this Agreement, the Owner shall pay the City the portion of the "Net Appreciation," in accordance with the requirements of sub-paragraph (c)(2) of California Government Code Section 65915. Net Appreciation shall be determined by the City as follows:

a) Net Appreciation shall constitute the funds remaining from the sales proceeds obtained from the Transfer of the Residence after subtracting the Approved Deductions, as defined below. If the City determines that the Transfer is not the result of an arms- length transaction, the City may order an appraisal of the Residence, in which case the City may use the appraised value of the residence to calculate the Net Appreciation.

b) "Approved Deductions": The sales proceeds from the sale of the Residence shall be reduced by

i. Repayment of the First Lender's loan, to the extent consistent with City's prior written approval of the First Lender's loan;

ii. Reasonable closing and escrow costs directly related to the Transfer and actually paid by Owner;

iii. Reasonable brokerage commissions paid in connection with the Transfer to the duly licensed real estate brokers pursuant to written brokerage agreements with the Owner and/or buyer, to the extent actually paid by the Owner or buyer;

iv. To the extent not previously recovered by Owner, (a) any amounts actually paid by Owner (and not borrowed) as part of the purchase price for the Residence at the Initial Sale and (b) the cost of capital improvements made to the Residence at Owner's cost (and not borrowed) as approved by the City (collectively "Owner's Investment"); and

v. Repayment of the City Loan. If there are insufficient sales proceeds from the sale of the Residence to repay the Owner's Investment in the Residence and

DRAFT

the City Loan, then the sales proceeds shall first be used to repay the Owner's Investment in the Residence with the balance of the sales proceeds used to repay the City Loan. Following the repayment of the Owner's Investment, if there are insufficient sales proceeds to fully repay the City Loan, the remaining unpaid balance of the Loan shall be forgiven by the City.

c) Notwithstanding the foregoing, if First Lender has acquired the Residence through a foreclosure, then upon sale to a third party not affiliated with First Lender, First Lender shall apply the sales proceeds in accordance with Subsection 10(b). However, prior to making any distributions of sales proceeds to pay the City Loan, First Lender may recoup any principal, interests and/or costs related to First Lender's loan to Borrower that was not recouped by First Lender through the foreclosure process.

d) Owner shall reasonably cooperate with the City in making its determination of Net Appreciation including obtaining and providing the City copies of all documents and information related to the Transfer and its closing.

The City's share of any Net Appreciation shall be equal to the proportion of (i) the initial principal amount of the City Loan and all increases in the principal amount of the City Loan, bears to (ii) the Appraised Value of the Residence when acquired by the Owner, which shall constitute City's Proportion of the Net Appreciation.

Net Appreciation shall be divided between the Borrower and the City as follows: (i) the City shall receive an amount equal to the City's Proportion of the Net Appreciation and (ii) the balance shall be allocated to Borrower.

Example:

- The initial Appraised Value of the Residence when acquired by the Owner is $500,000.
- The Affordable Sales Price is $150,000.
- The City Loan amount is $350,000.
- The City's share of any Net Appreciation is equal to 70% (the proportion to which the initial principal amount of the Loan bears to the original Appraised Value of the Residence when acquired by the Owner).
    - Calculation of City share of Net Appreciation:
        - $350,000 / $500,000 = 70%
- If the total Net Appreciation is $100,000, the Owner will receive $30,000 and the City will receive $70,000.

11. Ineligible Purchasers. The following individuals, by virtue of their position or relationship, shall be ineligible to purchase the Restricted Unit (each an "Ineligible

DRAFT

Purchaser"): (i) All employees and officials of the City or their respective agencies, authorities, commission, employees, agents, consultants, officers, or elected or appointed officials who have, by virtue of their position, policy-making authority or influence over the implementation of this Agreement, the density bonus or inclusionary housing program, as well as the immediate relatives of such employees or officials, including spouse, children, step-children, parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law, brother- in-law and domestic partner, provided however if the Project is not receiving funding from any public sources then this clause (i) shall not be applicable (public sources funding shall include project acquisition, construction or permanent loan funding or commitments, but shall not include tax credits or first time home buyer down payment assistance); and (ii) original Developer and any successor Developer and assignees, owners, partners, managers, property managers, and their respective employees, agents, consultants, as well as the spouses, lineal descendants or immediate relatives of such parties, including spouses, children, step-children, parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law and brother-in-law, and domestic partner.

The provisions of this section are intended to be liberally construed to prevent favoritism and conflicts of interests in the purchasing of Restricted Units.
The purchase of the Residence by any Ineligible Purchaser shall be a violation of this Agreement and the City may, in addition to any other remedies available under or arising this Agreement or under applicable laws, elect in its sole discretion without cost, expense or other liability arising therefrom, to (i) terminate the sale of the Residence to Owner; and/or (ii) purchase the Residence from Owner at the purchase price paid therefore which Owner shall deliver the Residence and title thereto to City free and clear of (i) any liens or encumbrances by or through Owner; (ii) any occupancy; and (iii) any rights thereto. Owner represents and warrants that it is not an Ineligible Purchaser and an Ineligible Purchaser is not directly or indirectly involved as a purchaser of the Residence, and (ii) agrees that in the event of a breach of this representation the remedies set forth in this section may be exercised against Owner and the Residence.

12. Fair Market Value. If it is necessary to determine the fair market value of the Residence, it shall be determined by a real estate appraiser selected by the City. The appraiser shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and placed on their list of approved single family housing appraisers. If possible, the appraisal shall be based upon properties sold in the market during the three-month period prior to the date of the notice of Transfer, and the appraisal shall not consider the affordability restrictions. The cost of the appraisal shall be initially borne by City. If Owner agrees with the value determined by the City appraiser upon a sale, the cost of the appraisal shall be divided equally between the City and the Owner with Owner's share being paid as an Approved Deduction. If Owner does not agree with the City value determined in its appraisal, Owner may provide written notice to City stating its objections to the City appraisal. Owner's notification must be provided to City within fifteen (15) days of City's delivery of the appraisal to Owner. Thereafter, Owner may order its own appraisal no later than fifteen (15) following Owner's notification to City. Any appraisal selected by Owner must meet the requirements of this Section 12. If Owner elects to order

its own appraisal, upon completion of the Owner's appraisal, the values determined by the City appraisal and the Owner's appraisal shall be averaged. The average of the two appraisals shall constitute the fair market value of the Residence. In the instance of two appraisals, each party shall bear the cost of their respective appraisals. If Owner fails to order its appraisal within the time required by this Section 12, the value determined by the City appraisal shall constitute the fair market value of the Residence. Alternatively, the City at its discretion may elect to establish the fair market value of the Residence by mutual agreement with Owner in lieu of an appraisal, although the City is not obligated to do so.

13. Restrictions on Foreclosure Proceeds**.** If a creditor acquires title to the Residence through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, any proceeds due to the Owner shall first be applied to repay the unpaid balance of the Loan. Any remaining funds shall be characterized as Net Appreciation and shall be allocated in accordance with Section 10.

14. Superiority of Agreement. The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the Owner, the City and their respective successors.

15. Maintenance of Units. Owner shall maintain the Residence in compliance with all applicable laws and shall keep the Residence free from any accumulation of debris or waste materials.

16. Costs and Expenses/Collection of Amounts Due.

(a) Except as expressly provided to the contrary in this Agreement, Owner agrees to repay any costs or expenses incurred by the City in connection with the review and response to any request for consent or approval by Owner related to this Agreement and in connection with monitoring compliance by Owner with the provisions of this Agreement.

(b) In the event that there are outstanding costs or expenses or other amounts due with regard to this Agreement or arising therefrom, the City may deduct such sums from amounts due to Owner in connection with any Transfer or exercise of any option to purchase the Residence described in this Agreement.

17. Federal and State Laws. Owner shall comply with all applicable laws relating to the Residence. Notwithstanding the above provisions, nothing contained herein shall require Owner or City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated thereunder applicable to the construction, and management, maintenance of lower income housing units in the County of San Bernardino.

18. Reserved.

19. Indemnification. The City and each of their elected and appointed officers, officials, representatives, employees, and agents are hereinafter collectively referred to as "Public Agencies". Owner agrees to indemnify, defend (with counsel approved by City), and

DRAFT

hold harmless the Public Agencies from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorneys' fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise (whether by negligence, willful act or otherwise) out of, pertain to, or relate to this Agreement, the services and/or materials provided pursuant to this Agreement or the Residence. Owner shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the sole negligence or willful misconduct of the Public Agencies, Public Agencies' officers or employees who are directly responsible to the Public Agencies, to the extent required by law.

Owner agrees that no officer, directors, employee, commission member, or agent or representative of the City shall have any personal liability with regard to this Agreement except for individuals who have knowingly taken illegal actions with regard to this Agreement.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective successors, owners and assigns. City reserves the right to designate another public entity to perform City's obligations or to exercise City's rights and options under this Agreement.

21. Burden to Run with Property. The covenants and conditions contained herein shall run with and burden the Residence for the Term of this Agreement unless the Residence is acquired by City. Owner shall expressly make the conditions and covenants in this Agreement a part of any deed or other instrument conveying an interest in the Residence. In the event of any damage or destruction of the Residence these covenants shall continue to apply to any replacement or successor improvements.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City and its successors and assigns shall be deemed the beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. Each covenant of Owner, shall, without regard to technical classification and designation, inure to the benefit of the successors, transferees and assigns of City for the entire period during which such covenants shall be in force and effect, and shall be binding upon the successors, transferees and assigns of Owner, whether by merger, consolidation, sale, transfer, liquidation, by operation of law, or otherwise. Each covenant in favor of City is for the benefit of the real property owned by City in the area surrounding the Site. The covenants herein running with the land shall also be equitable servitudes upon the Site and each part thereof and shall bind each and every person having any interest in the Site or part thereof, whether such interest is fee, easement, leasehold, beneficial or otherwise, and each successor or assign of such person having any such interest in the Site or part thereof. City shall have the right if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which it may be entitled, which may include without limitations pursuing one or any number of the following remedies, injunctive

DRAFT

relief (the parties hereto acknowledge that monetary damages will not be an adequate remedy), specific performance of any of the covenants contained in this Agreement,. Except for City, the covenants and restrictions contained in this Agreement shall not benefit or be enforceable by any owner of any other real property or any person or entity having any interest in any such other real property.

22. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

23. Remedies.

(a) Any Owner who rents (including subleasing) a Residence in violation of the provisions of this Agreement shall pay to City an amount equal to the rents received by such individual.

(b) City shall have the right, if any of the covenants set forth in this Agreement are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which it may be entitled, which may include without limitations pursuing one or any number of the following remedies: injunctive relief (the parties hereto acknowledge that monetary damages will not be an adequate remedy), specific performance of any of the covenants contained in this Agreement, or remedies available under the City Promissory Note or City Deed of Trust.

(c) Owner agrees that in addition to any other remedies available to the City under applicable laws, the Term of this Agreement shall be extended a day for every day or partial day from the date any notice of default or non-compliance is given to Owner until such default has been cured. The City is hereby authorized by Owner to record in the Official Records for the Residence a document which confirms any extension of the Term.

24. Purchase Option Upon Default.

(a) Purchase Option: Notwithstanding, and in addition to, the remedies provided the City in this Agreement, the Owner hereby grants to the City, the option to purchase the Residence as provided in this section. This option to purchase is given in consideration of the economic benefits received by the Owner resulting from ownership of the Residence made possible by the City requiring the Developer to sell the Residence to the Owner at an Affordable Sales Price. Pursuant to the requirements of FNMA, notwithstanding anything to the contrary contained herein, the option to purchase pursuant to this Section 24 must be exercised by the City within ninety (90) days of receiving written notification of the Owner default or the property foreclosure.

DRAFT

(b) Exercise of Option: The option to purchase pursuant to this Section 24 may be exercised upon a default under this Agreement or upon default of the City Loan, City Promissory Note, City Deed of Trust, or under any promissory note, deed of trust or any other lien, recorded against the Residence. The City shall exercise the option by providing written notice to Owner, upon which the parties shall attempt to mutually agree upon the fair market value of the Residence ("Notice of Exercise of Option"). If they cannot agree upon a fair market value within 10 days after the City has given the Notice of Exercise of Option to Owner, the City may proceed under Section 12 to determine fair market value. After fair market value has been determined, the City may within thirty (30) days after fair market value has been determined elect to proceed with the purchase option (the "Purchase Option Notice to Proceed"). If Owner has given City the notice address of the lender that provided the loan to Owner for Owner's purchase of the Residence, City shall also notify such lender (the "First Lender"). Not later than ninety (90) days after the City has given Purchase Option Notice to Proceed, the City and Owner shall close escrow for the purchase the Residence. Such time period shall be extended if Owner does not cooperate in such purchase. The City may designate a third party to purchase the Residence. Any Net Appreciation resulting from the purchase price will be allocated as provided in Section 10. Upon the closing of this purchase option, Owner shall be required deliver the Residence and title thereto to City free and clear of (i) any liens or encumbrances by or through Owner; (ii) any occupancy; and (iii) any rights thereto.

25. FHA AND FNMA COMPLIANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT UPON FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE OR IF THE MORTGAGE IS ASSIGNED TO THE SECRETARY OF HOUSING OF ANY FEDERAL HOUSING ADMINISTRATION OR FNMA INSURED OR GUARANTEED MORTGAGE WHICH IS SECURED BY A LIEN ON THE RESIDENCE (COLLECTIVELY, A "FORECLOSURE TRANSFER").

26. Governing Law/Venue. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that County, or in Federal District Court in the Central District of California.

27. Owner Reporting. Owner shall be required to provide certifications and information to the City upon request including but not limited to: (i) certification that Owner has been and is occupying the Residence as its primary residence; (ii) that Owner continues to meet the requirements to be an Eligible Household under the City's then applicable standards; (iii) that Owner is not in default of any of its obligations under this Agreement. Owner upon demand shall provide to the City, at no cost to the City, information requested to prove Owner's compliance with the provisions of this Agreement including but not limited to copies of Owner's income tax returns and all amendments thereto, Owner's driver's license or other identification and those of other occupants of the Residence; voter registration information for Owner and other occupants of the Residence, copies of any notices of violations of laws. The City shall be allowed access to the Residence upon three (30 days prior notice.

DRAFT

28. City's Right to Inspect Residence. The City may inspect the Residence and any documents or records relating thereto, at any reasonable time to determine Owner's compliance with this Agreement.

29. Request for Notice of Foreclosure. Owner shall immediately notify the City of any event of default or foreclosure under any agreement, covenant, restriction, deed of trust, mortgage or other agreement or lien covering the Residence. The City may record a request notices of default under Section 2924b of the Civil Code of California. The City is not obligated to cure any such default but any amounts expended or incurred by the City in connection with curing any such defaults shall be repaid to the City within five (5) days after demand.

30. Insurance and Condemnation Adjustments. The City may but is not obligated to participate in a settlement and claims adjustment discussion with regard to insurance or condemnation payments and may negotiate and settle claim amounts and related disputes on behalf of Owner.

Owner shall advise the City in writing of any insurance or condemnation related events within not less than ten (10) days after their occurrence.

31. Entire Agreement. The text herein and all Exhibits attached hereto and exhibits and agreements referenced herein constitute the entire agreement between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Owner.

32. Non-Waiver/Amendments. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default. This Agreement may be amended only by written instrument signed by both the City and Owner.

33. Further Assurances and Recordation. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

34. Limitation on Accumulation of Equity.

OWNER HEREBY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CONTAINS RESTRICTIONS THAT REQUIRES OWNER TO SHARE A PORTION OF THE APPRECIATION IN THE RESIDENCE, AND THAT THE RESTRICTIONS WILL LIMIT THE OWNER'S SHARE OF ACCUMULATED EQUITY.

_____ _____ Owner's Initials

35. Interpretation. The provisions of this document shall be liberally construed to effectuate its purpose. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The headings or captions of the paragraphs of this Agreement are for

DRAFT

convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Agreement by Owner. Each party has been represented by counsel in the negotiation of this Agreement, and it shall not be interpreted in favor of or against any party on account of relative responsibilities in drafting. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto. This Agreement is made solely for the benefit of the City and Owner and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights under this Agreement unless expressly stated to the contrary in this Agreement.

36. Further Assurances. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as the City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

37. Costs. Owner shall pay all costs and expenses (including prevailing party attorneys' fees) incurred to comply with its obligations arising from this Agreement and by the City incurred thereby and arising from this Agreement, including the review of any requests for approvals made by Owner.

38. Accuracy of information. Owner represents and warrants that any information provided to the City, now or in the future, shall be true and correct in all material respects and shall not omit any material information.

39. Estoppel Certificate. Within ten (10) days after written request therefor has been made by City, Owner shall deliver to the requesting party a certificate stating that (i) there are no defaults under this Agreement which have not been cured, (ii) to the best of Owner's knowledge there are no events or circumstances which with the passage of time, notice or both would constitute a default under this Agreement, (iii) this Agreement has not been modified (or if it has been modified copies of such amendments shall be attached to the certificate) and is in full force and effect, (iv) Owner is in good standing and duly authorized to perform its obligations under this Agreement, and (v) the rights and obligations of owner under this Agreement have not been assigned or transferred, voluntarily, by operation of law or otherwise (or if any such transfer has occurred copies of all documents related thereto shall be attached to the certificate).

40. Exhibits. Each Exhibit mentioned in this Agreement is attached hereto and incorporated herein by this reference as follows:

Exhibit "A" Legal Description of Residence

DRAFT

Exhibit "B" City Deed of Trust
Exhibit "C" City Promissory Note

41. Execution in Counterparts. The parties may execute this document in two or more counterparts; each counterpart shall be deemed an original instrument as against any party who has executed it.

(Signature Page to Follow)

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

_____
a public body corporate and politic
By:_____
_____

OWNER(s):

By: _____

Name:_____

By:_____

Name:_____

DRAFT

A notary public or other officer completing this certification 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 _____, 20_____, before me_____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

A notary public or other officer completing this certification 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)
)
SS. COUNTY OF _____

)

On _____, 20_____, before me_____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DRAFT

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_____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Address: STREET
ADDRESS APN:

INSERT:
FULL LEGAL DESCRIPTION AT TIME OF SALE TO AFFORDABLE BUYER:

DRAFT

EXHIBIT B

FORM OF DEED OF TRUST

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE §§ 27383, 6103[_____]	
Recording Requested By:	
When Recorded Mail To: [_____]	

DEED OF TRUST
([_____])

THIS DEED OF TRUST is dated as of the __ day of _____, 202_, among [_____] ("Trustor"), whose address is [_____], [_____] ("Trustee"), and the [_____] ("Beneficiary"), whose address is [_____].

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of [_____], County of [_____], State of California, described as ("Property"):

(See Legal Description - Exhibit "A")

FOR THE PURPOSE OF SECURING:

(1)The timely performance of the Affordable Housing Density Bonus Agreement and Declaration of covenants, Conditions and Restrictions ("Master Covenant"), and the Homebuyer Promissory Note ("City Note"), of even date herewith, the [Purchaser Affordability Agreement] of even date herewith ("Purchaser Affordability Agreement"), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein (collectively, the Master Covenant, City Note, and Purchaser Affordability Agreement are referred to as the "Secured Obligations"); and

(2)The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

DRAFT

2. Payment of Liens and Taxes. To pay prior to delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, and such failure continues for more than thirty (30) business days after written notice is delivered to Trustor, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: subject to the rights of tenants, to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including reasonable attorneys' fees.

3. Reimbursement of Costs. To pay within thirty (30) business days of written demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Secured Obligations are incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant set forth in the Secured Obligations and any other covenants or obligation by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

DRAFT

8. Full Reconveyance. Upon expiration of the term of the Secured Obligations and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, during any period that a default by Trustor does not exist in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, upon written notice to Trustor and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following while such default remains uncured: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Secured Obligations, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

DRAFT

12. General Provisions, Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. Upon the sale or transfer of the Property, the transferee shall execute and deliver to the Beneficiary an express written assumption of all of Trustor's obligations under this Deed of Trust on a form reasonably acceptable to Beneficiary. Upon assignment and assumption by a successor entity, Trustor shall be released from all prospective liability and responsibility under the terms of this Deed of Trust. The term "Beneficiary" shall mean the [_____], and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

DRAFT

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

[_____
_____
_____]

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon at least 48 hours advance notice to Trustor. Inspections shall be scheduled and conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use,

DRAFT

presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) As of the date hereof, neither Trustor nor, to the knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or to Trustor's knowledge, any property adjacent thereto, has ever been used (whether by the Trustor or, to the knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages (excluding special, punitive, consequential or exemplary damages and any diminution in value provided, however, that none of the foregoing shall be excluded in the event that any of the foregoing are actually payable by Beneficiary to a third party), injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) As of the date hereof, Trustor has not received any written notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within thirty (30) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, subject to the rights of tenants and upon reasonable prior notice, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including

DRAFT

without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor within thirty (30) business days upon written demand together with interest thereon at a rate equal to the highest rate payable by law.

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

TRUSTOR:
[_____]

By:_____
Print Name:_____
Its:_____

DRAFT

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 _____, 2024, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DRAFT

Exhibit "A"

Legal Description

That certain real property located in the City of [_____], County of [_____], State of California more particularly described as follows:

[*to be attached*]

DRAFT

EXHIBIT C
FORM OF PROMISSORY NOTE

HOMEBUYER
PROMISSORY NOTE

NOTICE TO BORROWER
THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING ASSUMPTIONS AND IS SECURED BY
A SECOND DEED OF TRUST ON RESIDENTIAL PROPERTY

Loan No. _____

$_____ _____, 20_____

FOR VALUE RECEIVED, the undersigned,_____ (the "Borrower") hereby promises to pay to the order of **CITY OF FONTANA, a California municipal corporation** ("Lender") at the following address: **8353 Sierra Avenue Fontana, CA 92335, Attn: Housing Manager** or at such other place as the holder may from time to time designate by written notice to Borrower, in lawful money of the United States, the sum of _____Dollars ($_____) with simple interest at the rate of **[ ]** percent per annum on the unpaid principal balance from the date of this Note, until paid. The obligation of the Borrower with respect to this Note is secured by that certain City Deed of Trust No. _____ (the "Deed of Trust"), and executed by the Borrower concurrently herewith.

1. **Borrower's Obligation.** This Note evidences the obligation of the Borrower to the Lender for the repayment of the initial subsidy of the Affordable Unit (the "Property"), as required by California Government Code Section 65915(c)(2) which shall be secured by a "City Deed of Trust" for that certain real property, which has the address of _____ (Street) (City) California, _____ (Zip Code) more fully described in Exhibit A of the Deed of Trust.

2. **Borrower(s) Acknowledge(s) and Agrees:** that the Loan secured by this Note is subject to the terms, conditions, and restrictions of the State of California Affordable Housing Density Bonus Law as codified in Government Code section 65915 et seq. which are hereby incorporated by reference.

3. **Repayment of Loan Principal and Interest.** No periodic payments are required hereunder. Borrower agrees to pay the unpaid principal balance, unpaid accrued interest, and any other amounts due under this Note upon the earlier of:

DRAFT

(a) Upon sale, transfer, lease, or encumbrance of all or any interest in the Property without Lender's prior written consent, except for a transfer permitted in Paragraph 4; or

(b) Upon Borrower's failure to occupy the Property as Borrower's principal place of residence during the term of the Loan.

4. Permitted Transfers.

The Loan is assumable under the following limited circumstances:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.

(b) A transfer of the Property where the spouse becomes an owner of the property;

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.

(d) A transfer to an inter vivo trust in which the Borrower is and remains the beneficiary and occupant of the property.

5. Acceleration of Payment. The principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable, at the option of the holder and without demand or notice, upon the occurrence of any of the following events:

(a) In the event of a default under the terms of this Note or the Deed of Trust;

(b)In the event that the Borrower shall cease to occupy the Property as Borrower's principal place of residence during the first five year; or

(c) In the event of any sale, transfer, lease, or encumbrance of the Property without Lender's prior written consent in violation of Paragraph 4 of this Note.

6. Effect of Due-on Sale Clause. Failure of the holder to exercise the option to accelerate payment as provided in Paragraph 5 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.

DRAFT

7. **Place and Manner of Payment.** All amounts due and payable under this Note are payable at the principal office of the Lender set forth above, or at such other place or places as the Lender may designate to the Borrower in writing from time-to-time.

8. **Application of Payments.** All payments received on account of this Note shall be first applied to accrued interest, if any, and the remainder shall be applied to the reduction of principal.

9. **Attorney's Fees.** The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Lender in the enforcement of this Note.

10. **Default and Acceleration.** All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of the Lender or, if so provided in this Note and Deed of Trust executed by the Borrower, shall automatically, become immediately due and payable, and thereafter until paid bear interest at the rate of **8**% per annum, upon the failure of the Borrower to make any payment hereunder as and when due; upon the failure of the Borrower to perform or observe any other term or provision of this Note, or upon the occurrence of any event (whether termed default, event of default or similar term) which under the terms of the Deed of Trust, shall entitle the Lender to exercise rights or remedies thereunder.

11. **Notices.** Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision

12. **Prepayment Policy:** Borrower may prepay this Note at any time without penalty.

13. **Governing Law.** This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. **Severability.** If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15. **No Waiver by the Lender.** No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of the Lender to take, or any delay by the Lender in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the

DRAFT

obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

16. **Successors and Assigns.** The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

Executed as of the date set forth above at _____, California
City

_____
Borrower

_____
Borrower

Mailing Address for Notices:

_____

_____

_____

DRAFT

EXHIBIT "G"
UTILITY ALLOWANCE SCHEDULE (October 1, 2025)

Visit https://hacsb.com/current-landlord-information/
and click on "Utility Allowances" for the most current version of this document.

HACSB
Building Opportunities Together

Housing Choice Voucher Program

Allowances for
Tenant-Furnished Utilities
and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Locality		Age	Unit Type		Date (mm/dd/yyyy)
San Bernardino County		mixed	**Detached Houses**		**10/1/2025**

Utility or Service		**Monthly Dollar Allowances**						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	37	43	49	54	60	66	71
	b. Bottle Gas	90	104	119	131	145	160	172
	c. Electric	73	86	98	110	121	133	151
Cooking	a. Natural Gas	5	6	8	11	13	15	16
	b. Bottle Gas	12	15	19	27	31	36	39
	c. Electric	13	16	27	36	47	56	64
Other Electric		75	88	123	163	204	247	280
Air Conditioning		21	26	68	106	144	182	201
Water Heating	a. Natural Gas	13	15	23	30	38	46	49
	b. Bottle Gas	31	36	56	73	92	111	120
	c. Electric	39	50	69	89	106	122	137
Water		54	56	73	99	125	151	173
Sewer		45	45	45	45	45	45	45
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		7	7	7	7	7	7	7
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.	**Utility or Service**	**Monthly Cost**
Name of Family	Heating	
	Cooking	
	Other Electric	
Address of Use	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
Number of Bedrooms	Refrigerator	
	Other	
	Total	$

Spreadsheet based on form HUD-52667 (4/2023).

Previous editions are obsolete

ref. Handbook 7420.8

Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.

NOTICE OF DETERMINATION

TO:	x Clerk of the Board of Supervisors or County Clerk Address:	FROM:	Public Agency/Lead Agency Name: City of Fontana Address: 8353 Sierra Avenue Fontana, CA 92335 Phone: (909) 350-6718
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): 2016021099
Project Title: Master Case No. 25-0040; Tentative Tract Map No. 25-0002; Design Review No. 25-0011
Project Applicant (include address, telephone number and email address): Matt Livingston RC Homes, Inc 550 North Larchmont Blvd #201 Los Angeles, CA 323.450.2331 matt.livingston@rchomesinc.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): The project site is located at 7844 Citrus Avenue, (APN: 1110-361-10).
General Project Location (City and/or County): Fontana, San Bernardino County
Project Description:

A request to subdivide one parcel of approximately 5.29 acres into 37 parcels for a single-family development including a density bonus for three (3) affordable residences, and a request for site and architectural review for the development of a 37-unit single-family development and associated site improvements and an Affordable Housing Density Bonus Agreement together with related Covenants, Conditions & Restrictions providing for a minimum of three (3) affordable units in accordance with the state density bonus law, on approximately 5.29 acres.
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. Matt Livingston, RC Homes, Inc

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on August 4, 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. ☒	Pursuant to a previously adopted EIR for the General Plan, (SCH No. 2016021099), prepared based on CEQA Guidelines Sections 15162 and 15183 et seq, and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines, staff has determined that the Project would not result in, (1) a peculiar impact that was not identified as a significant impact under the prior EIR, (2) a significant impact that was not analyzed as significant in the prior EIR, (3) a potentially significant off-site impact of cumulative impact not discussed in the prior EIR; or (4) a more severe impact due to substantial new information that was not known at the time the prior EIR. No further action is required, and a Notice of Exemption is determined to be adequate for this Project and has been prepared for the Planning Commission's consideration.	
☐	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 this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
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 [X was ☐ was not] adopted for this project.	
6. ☒	Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.	
	Custodian: City of Fontana, Planning Department	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. 25-0040/ Tentative Tract Map No. 25-0002 (TTM No. 20787)/ Design Review (DR) No. 25-0011

A Tentative Tract Map request to subdivide one parcel into 37 parcels along with a design review request to allow for the site plan review and construction of a 37-unit single-family detached housing development including three (3) affordable residences with associated site improvements on 5.3 acres. The project also includes an associated Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions.

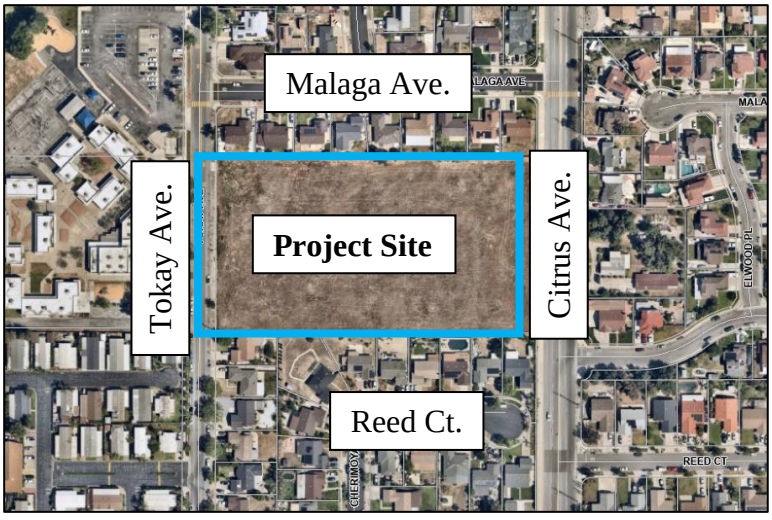
Environmental Determination: The Project qualifies as exempt per the previously adopted General Plan Environmental Impact Report (State Clearinghouse No. 2016021099) approved on November 13, 2018, which adequately identified the impacts associated with the Project, no further review is required pursuant to Section 15162 and 15183 of the California Environmental Quality Act Section 8.10 of the 2019 Local Guidelines for Implementing CEQA.

Location of Property: 7866 Citrus Avenue
(APN: 1110-361-10)

Date of Hearing: August 4, 2026

Place of Hearing: Steelworker's Auditorium
8437 Sierra Avenue
Fontana, CA 92335

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 date: July 24, 2026

File #: 26-1181
Agenda #: PH-D

Agenda Date: 8/4/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. (MCN) 25-0088: Tentative Tract Map No. 25-0008 (TTM No. 20863), and Design Review No. 25-0037, a request to establish a condominium map for a multi-family residential development, and a request for site and architectural approval for construction of a new multi-family condominium complex development consisting of 108 townhome units, within eighteen (18) buildings, with associated site improvements, on approximately 6.7 acres located near the northwest corner of Baseline Avenue and Palmetto Avenue, identified as Assessor Parcel Numbers 0240-161-29, -33, -36, and -37), pursuant to the previously adopted FEIR for the Walnut Village Specific Plan (SCH No. 202305027).

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. 2026-____, and

1. Determine that the project has been reviewed under a previous Final Environmental Impact Report (State Clearinghouse No. 202305027), pursuant to Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file a Notice of Determination;

2. Approve Tentative Tract No. 25-0008 (TTM No. 20863); and

3. Approve Design Review (DRP) No. 25-0037.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Alta Loma, CA 91701

LOCATION:
The project site is located adjacent to the northwest corner of Baseline Avenue and Palmetto Avenue, (APNs: 0240-161-29, -33, -36, and -37).

REQUEST:
Tentative Tract Map No. 25-0008 (TTM No. 20863): A request to establish a condominium map for a multi-family residential development on approximately 6.7 acres.

Design Review No. 25-0037: A request for site and architectural approval for the construction of 108 new townhouse units, and associated site improvements on approximately 6.7 acres.

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

BACKGROUND INFORMATION:
Land Use Table:

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Multi-Family Residential (R-MF)	SP (Gateway East District of the Walnut Village Specific Plan)	Two single family dwellings (to be demolished)
North:	Residential Planned Community (R-PC)	SP (Gateway Residential 1 District of the Walnut Village Specific Plan)	Single family dwellings
South:	Single Family Residential (R-SF)	Single Family Residential (R-1)	Single family dwellings
East:	Residential Planned Community (R-PC)	SP (Gateway East District of the Walnut Village Specific Plan)	Single-family dwellings
West:	Residential Planned Community (R-PC)	SP (Gateway Residential 1 District of the Walnut Village Specific Plan)	Single family dwellings

PROJECT DESCRIPTION:
A. Site Area: Approximately 6.7 acres

B. Density:
Maximum: 12 to 24.0 units per acre
Proposed: 16.5 units per acre

C. Building Height: 29’-3”

D. Landscaping:
Required: 25,687 square feet (15 percent)
Proposed: 38,566 square feet (23 percent)

ANALYSIS:
The applicant, Monte Vista Homes, is requesting that the Planning Commission review and approve Tentative Tract Map No. 24-0008 (TTM 20863), a request to subdivide 6.7 acres for condominium purposes and review and approve Design Review No. 25-0037 to construct 108 townhome units within eighteen (18) two-story buildings for a total of 108 residential units, and associated site improvements on approximately 6.7 acres.

Tentative Tract Map No. 25-0008 (TTM No. 20863)

The project includes a tentative tract map for condominium purposes for a 108-unit multi-family development. The tentative tract map will also include lettered lots for open space and amenities that will be maintained by the homeowners' association. The condominium map will allow the area associated with each unit to be sold to separate property owners.

Design Review No. 25-0037:

The applicant seeks site and architectural approval of a new 108 condominium unit complex to be located within eighteen (18) two-story buildings. The proposed units will be two, three, and four bedrooms, ranging in size from 935 to 1,703 square feet. The proposed units will be alley-loaded or front-loaded.

The applicant proposes two architectural styles for the condominium units. The Spanish style features an exterior light neutral color scheme with dark green accents, concrete S-roof tile, decorate clay pipes, arched openings, shutters and decorative rafter tails. The Cottage style features an exterior light brown color scheme with blue accents, flat concrete roof tiles, shutters, gridded windows, and horizontal siding. Both styles will feature decorative exterior lighting suitable for the architectural style; metal roll up garage doors and raised panel unit entry doors.

The variations to the building's faces and varying roof lines and building heights will make the project architecturally pleasing. The project includes associated on and off-site improvements, including parking spaces, new landscaping, lighting, curb, gutter, sidewalks, and utilities related to the project. The proposed site is physically suitable in size and shape to support the development of the proposed residential development.

Amenities/Open Space:

The project features two amenity areas. The first amenity area is in the central portion of the site and includes a large open lawn area, playground equipment, and a shaded trellis with a picnic table and benches. An additional amenity area is in the northeastern portion of the site and features an open lawn area with benches and bike racks. The amenities will be offered for use and enjoyment by all project residents. In addition to the proposed amenities, each unit has adequate private open space directly accessible from their private unit.

Grading and Walls:

The project site is mostly vacant, undeveloped and relatively flat. There are two existing single-family dwellings that will be demolished as part of this project. The existing drainage pattern flows from the northwest to the southwest.

The project plans include a new six-foot-high masonry perimeter wall along the western property line of the project site. There is an existing block wall on the northern boundary of the project site that will remain. Due to the difference in grade between the parcels to the north and the project site, a retaining wall will be constructed within the project boundary adjacent to the northern project boundary. The project site is adjacent to two existing single-family dwellings at the northwest corner of Baseline Avenue and Palmetto Avenue. New combination retaining and screen walls a maximum of six feet in height are proposed along the property lines shared with the single-family dwellings at the corner of Baseline Avenue and Palmetto Avenue. The development will not have restricted access via gates. However, there will be an emergency vehicle access point within the project site adjacent to Melon Avenue, which will be secured with a six-foot-tall tubular steel gate.

Site Access/Circulation/Parking:
Vehicular and pedestrian access will occur via two driveways, one on Baseline Avenue and Palmetto Avenue. Additionally, as previously mentioned, an emergency vehicle access point will be at the terminus of Melon 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 previously adopted Final Environmental Impact Report for the Walnut Village Specific Plan (State Clearinghouse No. 202305027) and Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the Project would not result in (1) substantial changes that would require major revisions of the Walnut Village Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) substantial changes with respect to the circumstances under which the proposed project is developed that would require major revision of the Walnut Village Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; (3) new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Walnut Village Specific Plan FEIR documents were certified. No further action is 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 & Conditions of Approval
Attachment No. 4 - Notice of Determination
Attachment No. 5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



VICINITY MAP

DATE: August 4, 2026

CASE: Master Case No. 25-0088
Tentative Tract Map No. 25-0008
Design Review No. 25-0037

ATTACHMENT NO. 1

BASELINE & PALMETTO

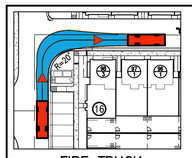
FONTANA, CALIFORNIA

MV Investments, Inc.

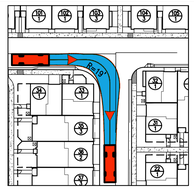
06/24/2026

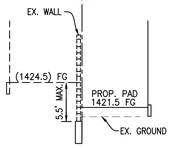
Kevin L. Crook
Architect
Inc #25039
PLANNING + ARCHITECTURE

SITE DEVELOPMENT PLAN
TRACT NO. 20863
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

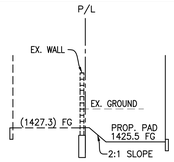


FIRE TRUCK TURNING TEMPLATES
N.T.S.

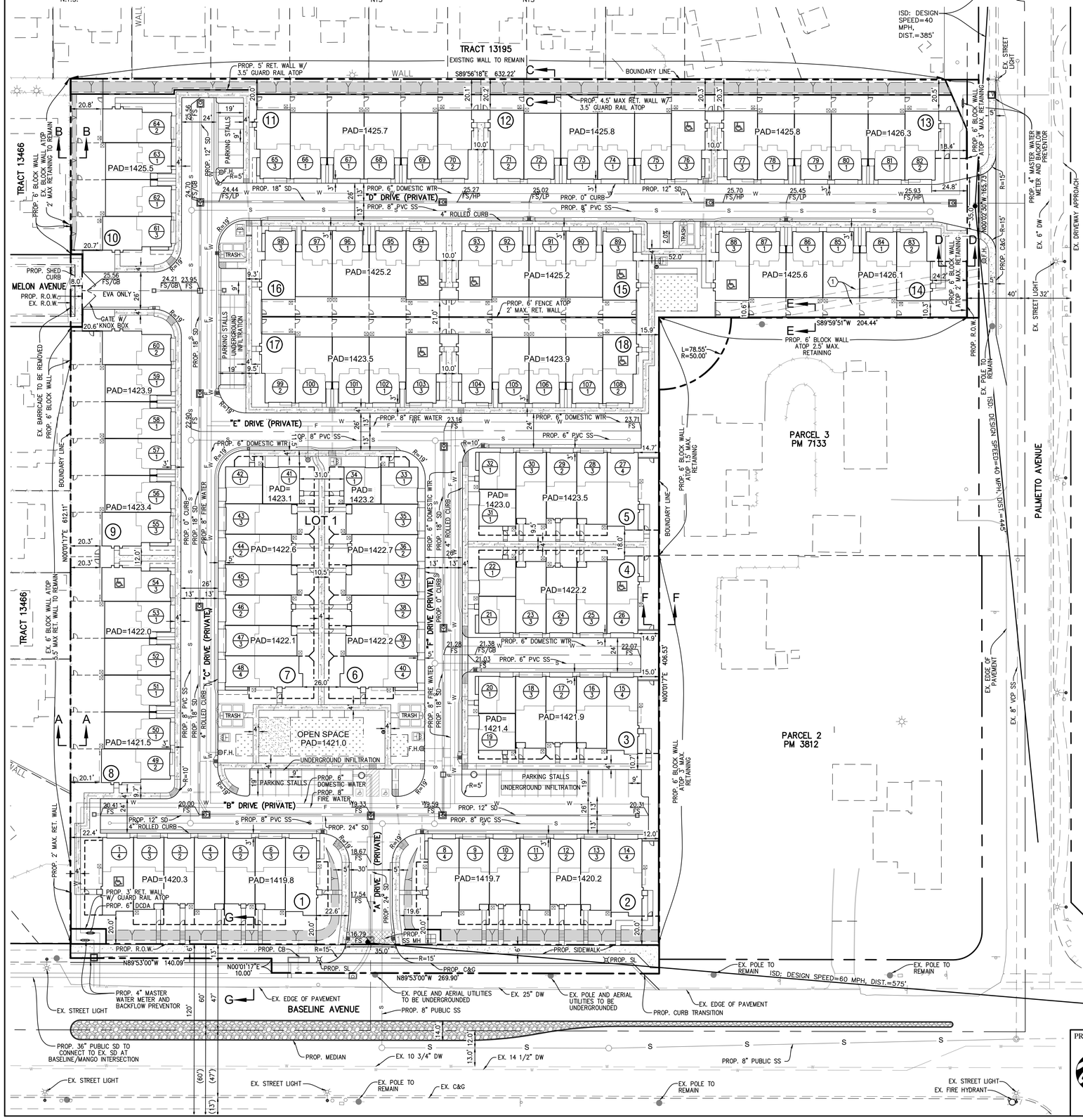




SECTION A–A
NTS



SECTION B–B
NTS



LEGAL DESCRIPTION:

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

PARCEL A: APN: 0240–161–29 THE EAST 180 FEET OF THE WEST 410 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET THEREOF.

PARCEL B: (APN: 0240–161–36) PARCEL 1 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS. PAGE 42, RECORDS OF SAID COUNTY.

PARCEL C: (APN: 0240–161–37) PARCEL 2 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS, PAGE 42, RECORDS OF SAID COUNTY.

PARCEL 1: THE EAST 70 FEET OF THE WEST 210 FEET OF THE SOUTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHWEST ONE–QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

PARCEL 2: THE EASTERLY 20 FEET OF THE WEST 230 FEET OF THE SOUTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHWEST ONE–QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

(APN: 0240–161–33)

LAND USE:

EXISTING LAND USE

ONSITE	–	UNDEVELOPED/TWO SINGLE FAMILY HOMES
NORTH	–	SINGLE FAMILY RESIDENTIAL
SOUTH	–	SINGLE FAMILY RESIDENTIAL
EAST	–	WAREHOUSES
WEST	–	SINGLE FAMILY RESIDENTIAL

EXISTING ZONING: WALNUT VILLAGE SPECIFIC PLAN GATEWAY EAST (GE)
MIXED USE SUB–DISTRICT (12.0–24.0 DU/AC)

EASEMENTS:

(1) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 28, 1984, AS INSTRUMENT NO. 84–284428, OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY (TO BE QUIT–CLAIMED)

NOTES:

1. PROPOSED ON–SITE SEWER, STORM DRAIN, WATER, FIRE WATER TO BE PRIVATELY OWNED AND MAINTAINED WILL NOT BE GATED.
2. ACCESS ON BASELINE AND PALMETTO AVENUE WILL NOT BE GATED.
3. EMERGENCY VEHICLE ACCESS ONLY W/ GATE ON MELON AVENUE WILL BE PROVIDED.
4. ALL NEW, UPGRADED, AND EXISTING OVERHEAD LINES ADJOINING AND INTERIOR TO THE PROJECT SITE SHALL BE UNDERGROUNDED. LOCATIONS SHOWN ON PLAN.

LEGEND:

- BOUNDARY LINE
- RIGHT OF WAY
- PROP. SEWER
- PROP. DOMESTIC WATER
- PROP. FIRE WATER
- PROP. STORM DRAIN
- EXIST. SEWER
- EXIST. WATER
- ACCESSIBLE PATH OF TRAVEL

PROJECT AREA:

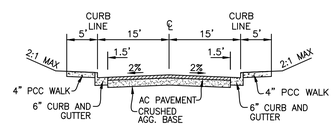
GROSS AREA: 6.72 ACRES
NET AREA: 6.52 ACRES

DEVELOPER:

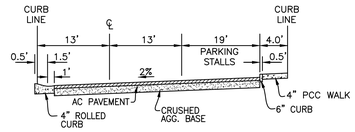
MV INVESTMENTS, INC.
PO BOX 9559
ALTA LOMA, CA 91701

PARKING:

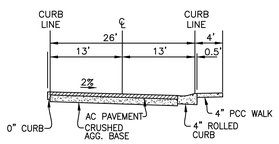
GARAGE: 206 SPACES
GUEST PARKING: 36 STANDARD SPACES, 2 ACCESSIBLE STALLS



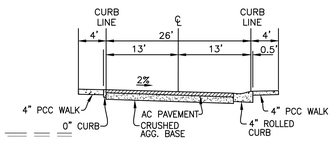
LOCAL PRIVATE DRIVE SECTION "A" DRIVE
N.T.S



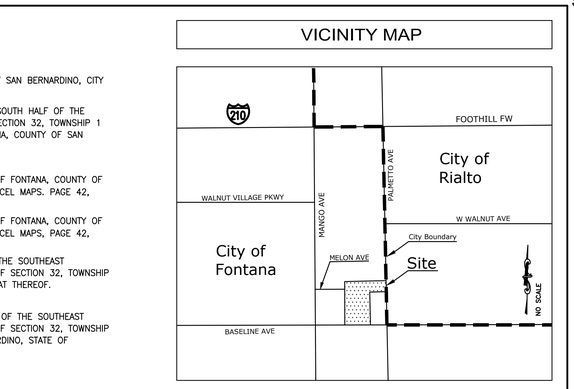
LOCAL PRIVATE DRIVE SECTION "B" DRIVE
N.T.S

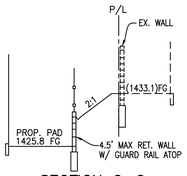


LOCAL PRIVATE DRIVE SECTION "D" & "F" DRIVE
N.T.S

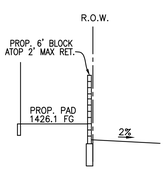


LOCAL PRIVATE DRIVE SECTION "E" DRIVE
N.T.S

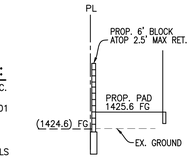




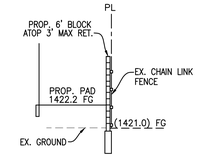
SECTION C–C
NTS



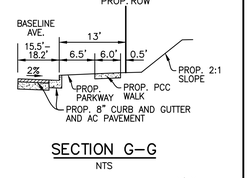
SECTION D–D
NTS



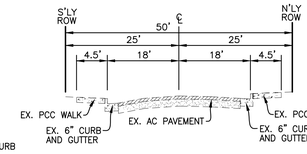
SECTION E–E
NTS



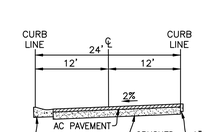
SECTION F–F
NTS



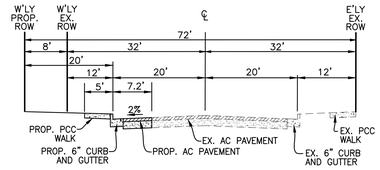
SECTION G–G
NTS



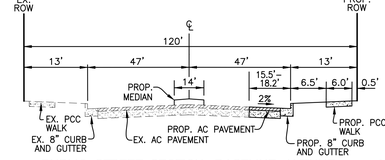
PUBLIC STREET SECTION MELON AVENUE
N.T.S



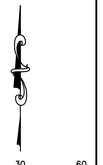
24' ALLEY SECTION
N.T.S



PUBLIC STREET SECTION–PALMETTO AVENUE
72' R.O.W.–STREET CLASSIFICATION: LOCAL
N.T.S.



PUBLIC STREET SECTION–BASELINE AVENUE
120' R.O.W.–STREET CLASSIFICATION: MAJOR
N.T.S.



PREPARED BY:
UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

REGISTERED PROFESSIONAL ENGINEER — SEW HUAT NG — NO.46026 — EXP 12-31-2026 — CIVIL — STATE OF CALIFORNIA

REV #	DATE	REVISIONS

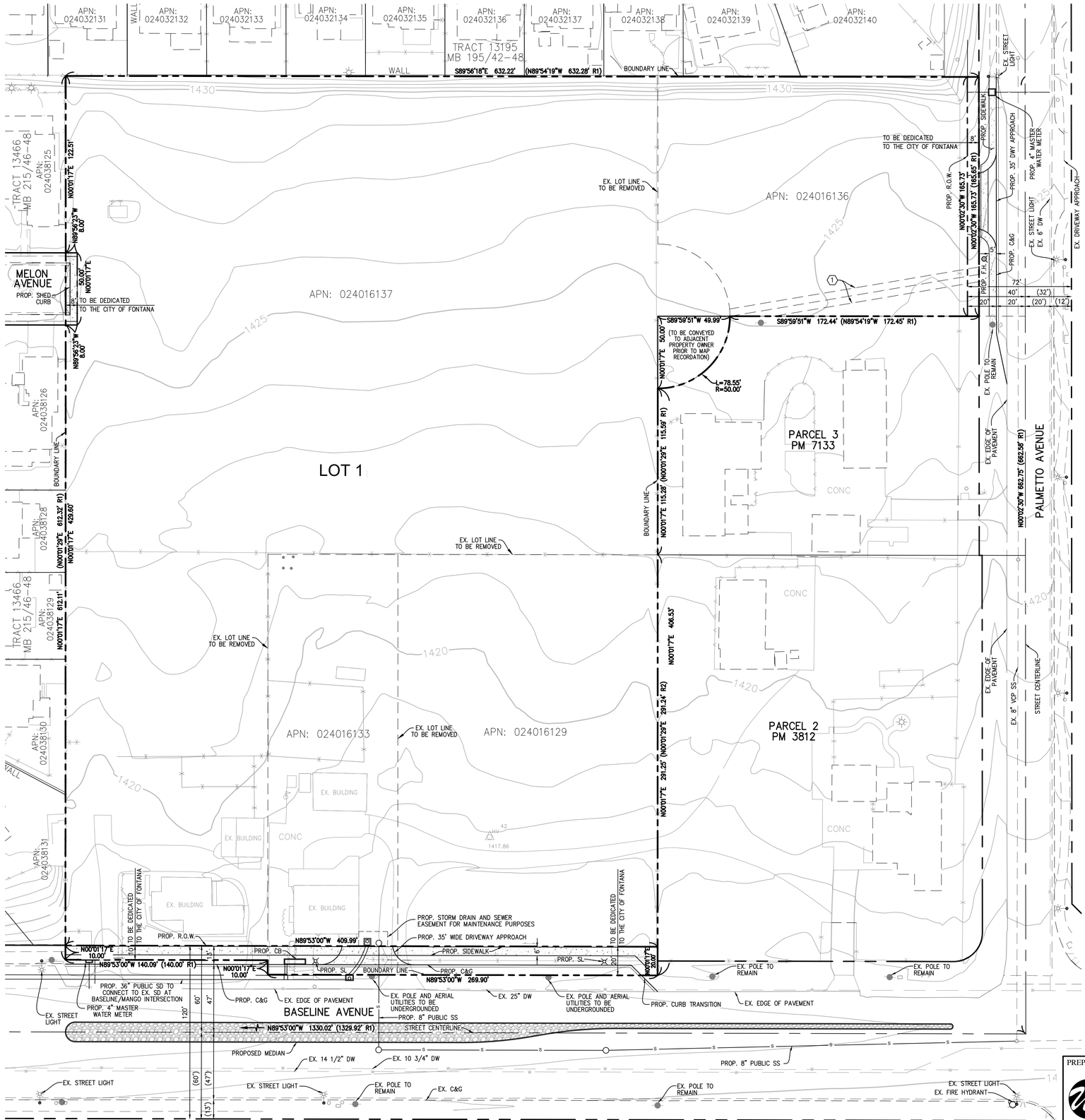
SITE DEVELOPMENT PLAN
MAP NO. 20863
FONTANA, CA

DATE: 7/1/2026

TENTATIVE TRACT MAP NO. 20863

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

LOT 1 FOR CONDOMINIUM PURPOSES



LEGAL DESCRIPTION:

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

PARCEL A: APN: 0240-161-29 THE EAST 180 FEET OF THE WEST 410 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET THEREOF.

PARCEL B: (APN: 0240-161-36) PARCEL 1 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS. PAGE 42, RECORDS OF SAID COUNTY.

PARCEL C: (APN: 0240-161-37) PARCEL 2 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS, PAGE 42, RECORDS OF SAID COUNTY.

PARCEL 1: THE EAST 70 FEET OF THE WEST 210 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

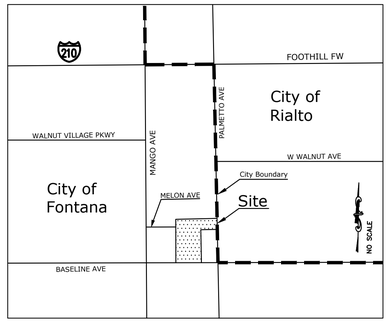
EXCEPT THEREFROM THE SOUTH 40 FEET.

PARCEL 2: THE EASTERLY 20 FEET OF THE WEST 230 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

(APN: 0240-161-33)

VICINITY MAP



DEVELOPER:

MV INVESTMENTS, INC.
PO BOX 9559
ALTA LOMA, CA 91701

LEGEND:

R.O.W.	RIGHT OF WAY
---|---	RIGHT OF WAY
---|---	BOUNDARY LINE
—— – ——	STREET CENTERLINE

PROJECT AREA:

GROSS AREA: 6.72 ACRES
NET AREA: 6.52 ACRES

LAND USE:

EXISTING LAND USE

ONSITE	–	UNDEVELOPED/TWO SINGLE FAMILY HOMES
NORTH	–	SINGLE FAMILY RESIDENTIAL
SOUTH	–	SINGLE FAMILY RESIDENTIAL
EAST	–	WAREHOUSES
WEST	–	SINGLE FAMILY RESIDENTIAL

EXISTING ZONING: WALNUT VILLAGE SPECIFIC PLAN GATEWAY EAST (GE) MIXED USE SUB-DISTRICT (12.0-24.0 DU/AC)

EASEMENTS:

(1) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 28, 1984, AS INSTRUMENT NO. 84-284428, OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY (TO BE QUIT-CLAIMED)

EARTHWORK:

	CUT	FILL
RAW EXCAVATION:	5,742 CY	6,672 CY
REMOVAL/RECOMPACTION: (5' SITE, 3' STREET)	47,660 CY	47,660 CY
STREET UNDERCUT (1.5'):	3,489 CY	
SHRINKAGE (20%):		10,866 CY
SUBSIDENCE (0.1')		1,046 CY
TOTALS:	56,891 CY	66,244 CY
NET IMPORT:		9,353 CY

CITY OF FONTANA UTILITY, NOTIFICATION LIST:

CITY OF FONTANA
8353 SIERRA AVE
FONTANA, CA 92335
(909) 350-6632

SO. CALIF. GAS COMPANY
1981 W. LUGONIA AVE
REDLANDS, CA 92374
(909) 335-7967
EMERGENCIES: (800) 427-2200

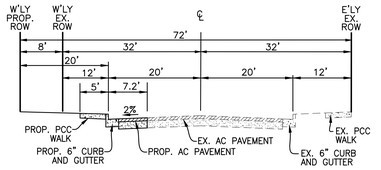
SO. CALIF. EDISON COMPANY
300 N. PEPPER AVE
RIALTO, CA 92376
(909) 820-5598 – UNDERGROUND
(909) 875-5100 – TRANSMISSION
(213) 637-1233 – PIPELINES
(909) 357-6505 – DISTRIBUTION

UNDERGROUND SERVICE ALERT
(800) 422-4133

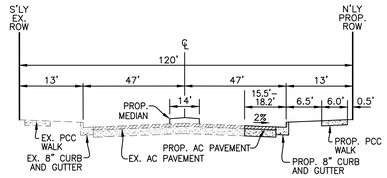
FONTANA WATER COMPANY
15966 ARROW BOULEVARD
FONTANA, CA 92335
(909) 822-2201

AT&T
3073 ADAMS STREET
RIVERSIDE, CA 92504
(951) 359-2629

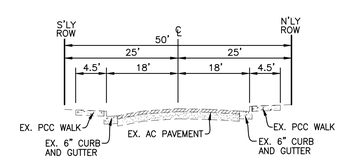
CHARTER COMMUNICATIONS
(909) 821-8024



PUBLIC STREET SECTION-PALMETTO AVENUE
72' R.O.W.-STREET CLASSIFICATION: LOCAL
N.T.S.



PUBLIC STREET SECTION-BASELINE AVENUE
120' R.O.W.-STREET CLASSIFICATION: MAJOR
N.T.S.



PUBLIC STREET SECTION
MELON AVENUE
N.T.S

BASIS OF BEARINGS

BASIS OF BEARINGS CENTERLINE OF BASELINE N89°53'00"W PARCEL MAP 7133 PER PMB 78/43

BENCHMARK

CITY OF RIALTO BM 051-88 BRASS DISK IN CATCH BASIN 22FT WEST OF CL ON PALMETTO .2 MILES NORTH OF CL BASELINE
BENCHMARK NO.: 051-88
ELEVATION=1434.611 NGVD29

SURVEYOR'S NOTES:

1. (R1) INDICATES RECORD DATA PER PM 7133, PMB 78/42
2. (R2) INDICATES RECORD DATA PER PM 3812, PMB 37/46

0 15 30 60
SCALE: 1" = 30'

PREPARED BY:

UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

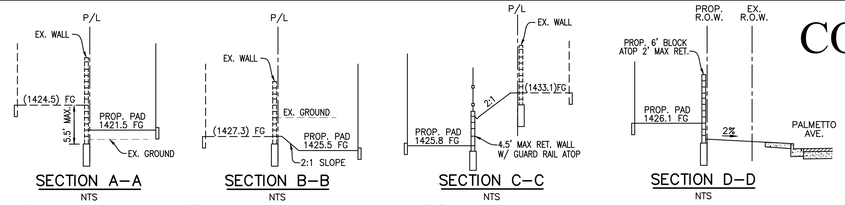
REGISTERED PROFESSIONAL ENGINEER
SIEW HUAT NG
NO.46026
EXP 12-31-2026
CIVIL
STATE OF CALIFORNIA

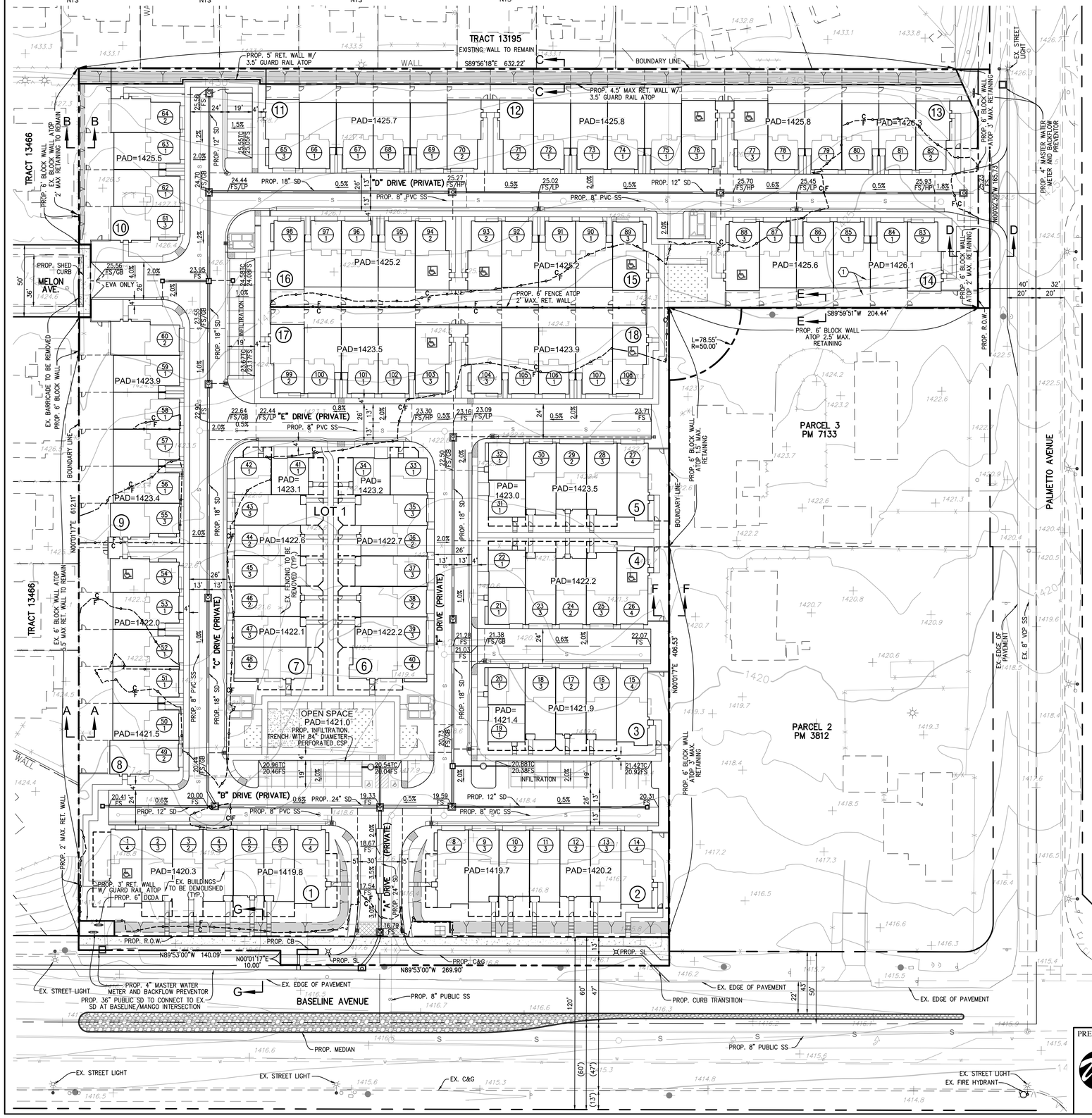
REV #	DATE	REVISIONS

CITY OF FONTANA
TENTATIVE TRACT MAP
NO. 20863
FONTANA, CA

DATE: 7/20/2026

CONCEPTUAL GRADING & DRAINAGE
TRACT NO. 20863
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA





LEGAL DESCRIPTION:

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

PARCEL A: APN: 0240–161–29 THE EAST 180 FEET OF THE WEST 410 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET THEREOF.

PARCEL B: (APN: 0240–161–36) PARCEL 1 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS. PAGE 42, RECORDS OF SAID COUNTY.

PARCEL C: (APN: 0240–161–37) PARCEL 2 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS, PAGE 42, RECORDS OF SAID COUNTY.

PARCEL 1: THE EAST 70 FEET OF THE WEST 210 FEET OF THE SOUTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHWEST ONE–QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

PARCEL 2: THE EASTERLY 20 FEET OF THE WEST 230 FEET OF THE SOUTH ONE–HALF OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHEAST ONE–QUARTER OF THE SOUTHWEST ONE–QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

(APN: 0240–161–33)

DEVELOPER:

MV INVESTMENTS, INC.
PO BOX 9559
ALTA LOMA, CA 91701

EASEMENTS:

1. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 28, 1984, AS INSTRUMENT NO. 84–284428, OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY (TO BE QUIT–CLAIMED)

NOTES:

1. PROPOSED ON–SITE SEWER, STORM DRAIN, WATER, FIRE WATER TO BE PRIVATELY OWNED AND MAINTAINED
2. ACCESS ON BASELINE AND PALMETTO AVENUE WILL NOT BE GATED.
3. EMERGENCY VEHICLE ACCESS ONLY W/ GATE ON MELON AVENUE WILL BE PROVIDED.
4. ALL NEW, UPGRADED, AND EXISTING OVERHEAD LINES ADJOINING AND INTERIOR TO THE PROJECT SITE SHALL BE UNDERGROUNDED. LOCATIONS SHOWN ON PLAN.

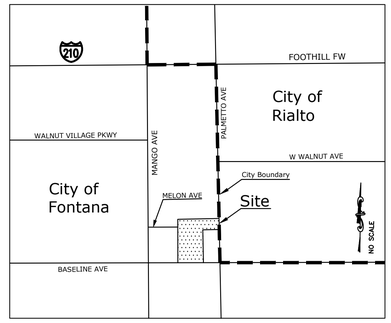
EARTHWORK:

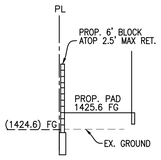
	CUT	FILL
RAW EXCAVATION:	5,742 CY	6,672 CY
REMOVAL/RECOMPACTION: (5' SITE, 3' STREET)	47,660 CY	47,660 CY
STREET UNDERCUT (1.5'):	3,489 CY	
SHRINKAGE (20%):		10,866 CY
SUBSIDENCE (0.1')		1,046 CY
TOTALS:	56,891 CY	66,244 CY
NET IMPORT:		9,353 CY

LEGEND:

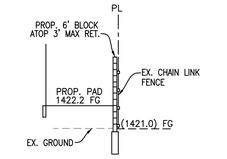
- BOUNDARY LINE
- RIGHT OF WAY
- PROP. SEWER
- EXIST. SEWER
- PROP. STORM DRAIN

VICINITY MAP

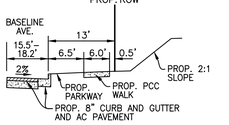




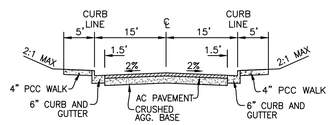
SECTION E–E
NTS



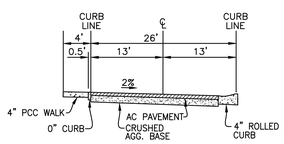
SECTION F–F
NTS



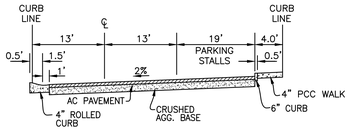
SECTION G–G
NTS



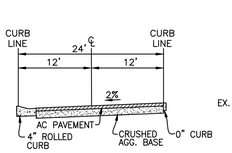
LOCAL PRIVATE DRIVE SECTION
"A" DRIVE
N.T.S



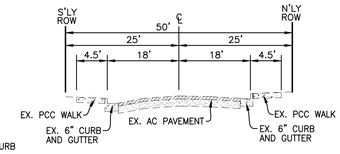
LOCAL PRIVATE DRIVE SECTION
"C" DRIVE
N.T.S



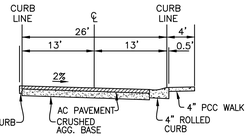
LOCAL PRIVATE DRIVE SECTION
"B" DRIVE
N.T.S



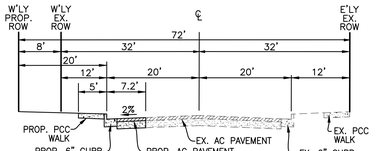
24' ALLEY SECTION
N.T.S



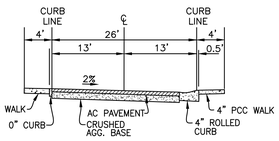
PUBLIC STREET SECTION
MELON AVENUE
N.T.S



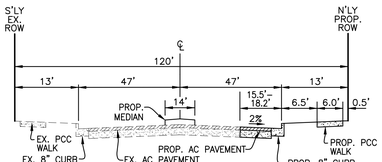
LOCAL PRIVATE DRIVE SECTION
"D" & "F" DRIVE
N.T.S



PUBLIC STREET SECTION–PALMETTO AVENUE
72' R.O.W.–STREET CLASSIFICATION: LOCAL



LOCAL PRIVATE DRIVE SECTION
"E" DRIVE
N.T.S



PUBLIC STREET SECTION–BASELINE AVENUE
120' R.O.W.–STREET CLASSIFICATION: MAJOR
N.T.S.



PREPARED BY:

UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

REGISTERED PROFESSIONAL ENGINEER
STEVEN HUAT NG
NO.46026
EXP 12-31-2026
CIVIL
STATE OF CALIFORNIA

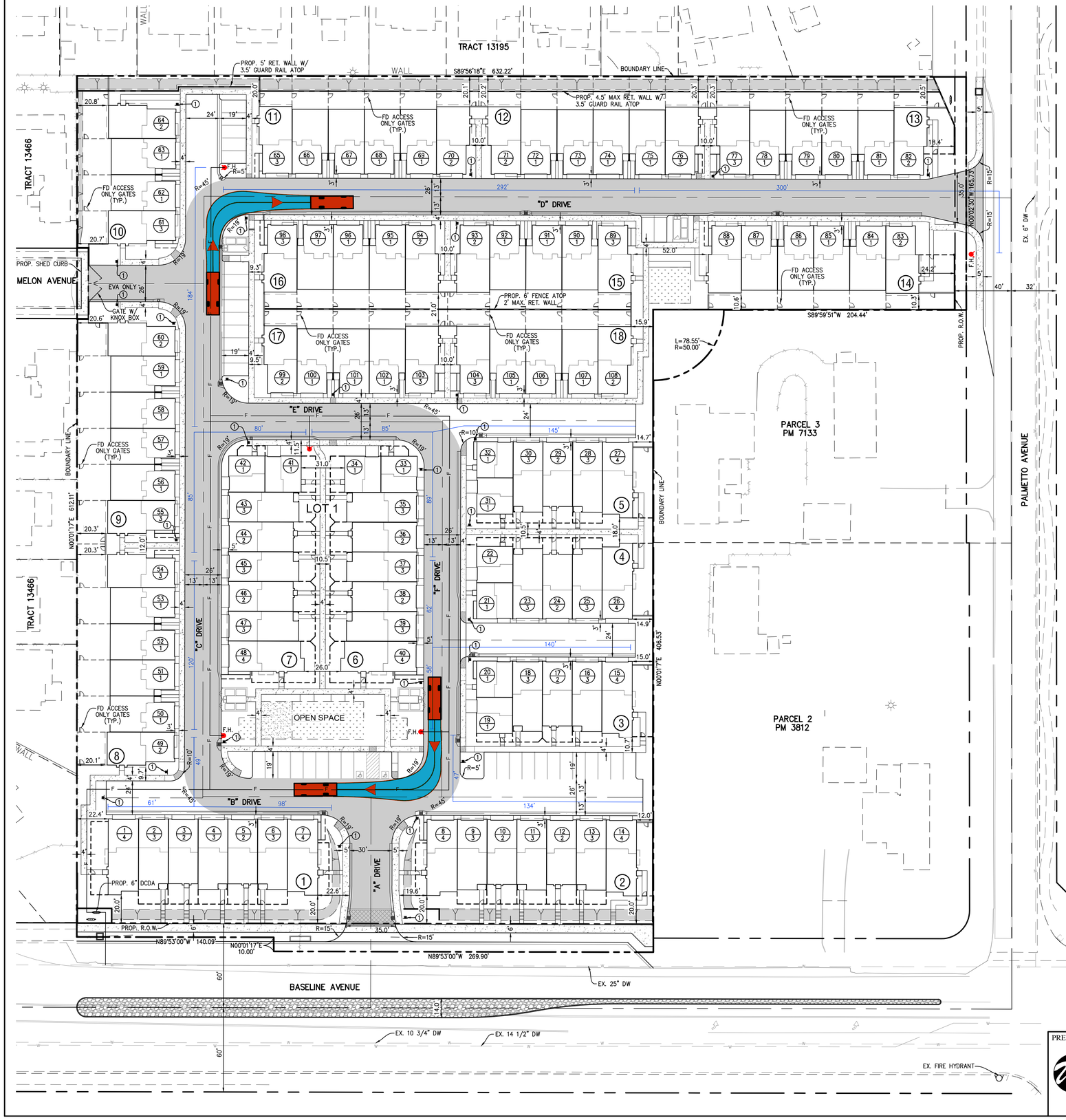
REV #	DATE	REVISIONS

CONCEPTUAL GRADING & DRAINAGE PLAN
MAP NO. 20863
FONTANA, CA

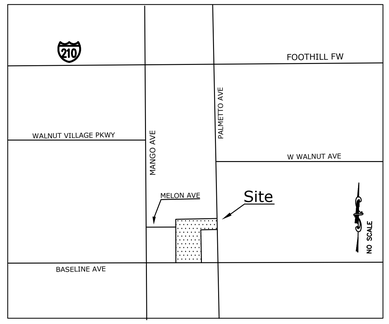
DATE: 7/1/2026

FIRE DEPARTMENT SITE AND ACCESS PLAN

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



VICINITY MAP



LEGAL DESCRIPTION:

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

PARCEL A: APN: 0240-161-29 THE EAST 180 FEET OF THE WEST 410 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET THEREOF.

PARCEL B: (APN: 0240-161-36) PARCEL 1 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS. PAGE 42, RECORDS OF SAID COUNTY.

PARCEL C: (APN: 0240-161-37) PARCEL 2 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS, PAGE 42, RECORDS OF SAID COUNTY.

PARCEL 1: THE EAST 70 FEET OF THE WEST 210 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

PARCEL 2: THE EASTERLY 20 FEET OF THE WEST 230 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

(APN: 0240-161-33)

PROJECT AREA:

GROSS AREA: 6.72 ACRES
NET AREA: 6.52 ACRES

DEVELOPER:

MV INVESTMENTS, INC.
PO BOX 9559
ALTA LOMA, CA 91701

LAND USE:

EXISTING LAND USE

ONSITE	–	UNDEVELOPED/TWO SINGLE FAMILY HOMES
NORTH	–	SINGLE FAMILY RESIDENTIAL
SOUTH	–	SINGLE FAMILY RESIDENTIAL
EAST	–	WAREHOUSES
WEST	–	SINGLE FAMILY RESIDENTIAL

EXISTING ZONING: WALNUT VILLAGE SPECIFIC PLAN GATEWAY EAST (GE) MIXED USE SUB-DISTRICT (12.0-24.0 DU/AC)

NOTES:

1. ONSITE FIRE WATER AND HYDRANTS TO BE PRIVATE
2. ACCESS ON BASELINE AND PALMETTO AVENUE WILL NOT BE GATED.
3. EMERGENCY VEHICLE ACCESS ONLY W/ GATE ON MELON AVENUE WILL BE PROVIDED.
4. ALL BUILDINGS SHOWN ARE TWO-STORY

BUILDING DATA:

PRODUCT TYPE: 2-STORY TOWNHOMES
OCCUPANCY TYPE: R3
CONSTRUCTION TYPE: VB
SPRINKLER TYPE: NFPA 13D
LARGEST BUILDING AREA: 14,514 SF (8-PLEX)

CONSTRUCTION NOTES:

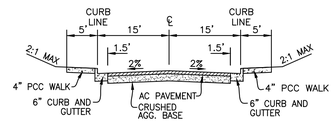
① INSTALL "NO PARKING – FIRE LANE" SIGN PER DETAIL HEREON AND SAN BERNARDINO COUNTY FIRE PREVENTION DISTRICT STANDARD A-2

LEGEND:

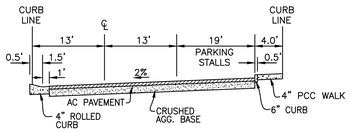
- BOUNDARY LINE
- RIGHT OF WAY
- W — EXIST. WATER
- F — PROP. FIRE WATER
- 300' DISTANCE TO NEAREST HYDRANT (300' MAX)
- PROP. FIRE HYDRANT
- FIRE LANE HATCH



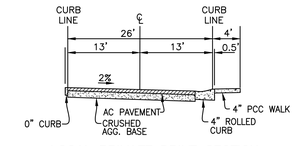
NO STOPPING FIRE LANE SIGN
(CA MUTCD CODE R26F)
(12"X18")



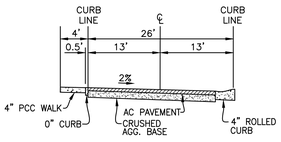
LOCAL PRIVATE DRIVE SECTION
"A" DRIVE
N.T.S



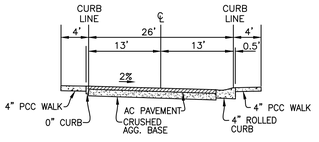
LOCAL PRIVATE DRIVE SECTION
"B" DRIVE
N.T.S



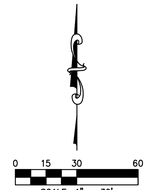
LOCAL PRIVATE DRIVE SECTION
"D" & "F" DRIVE
N.T.S



LOCAL PRIVATE DRIVE SECTION
"C" DRIVE
N.T.S



LOCAL PRIVATE DRIVE SECTION
"E" DRIVE
N.T.S



SCALE: 1" = 30'

PREPARED BY:

UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

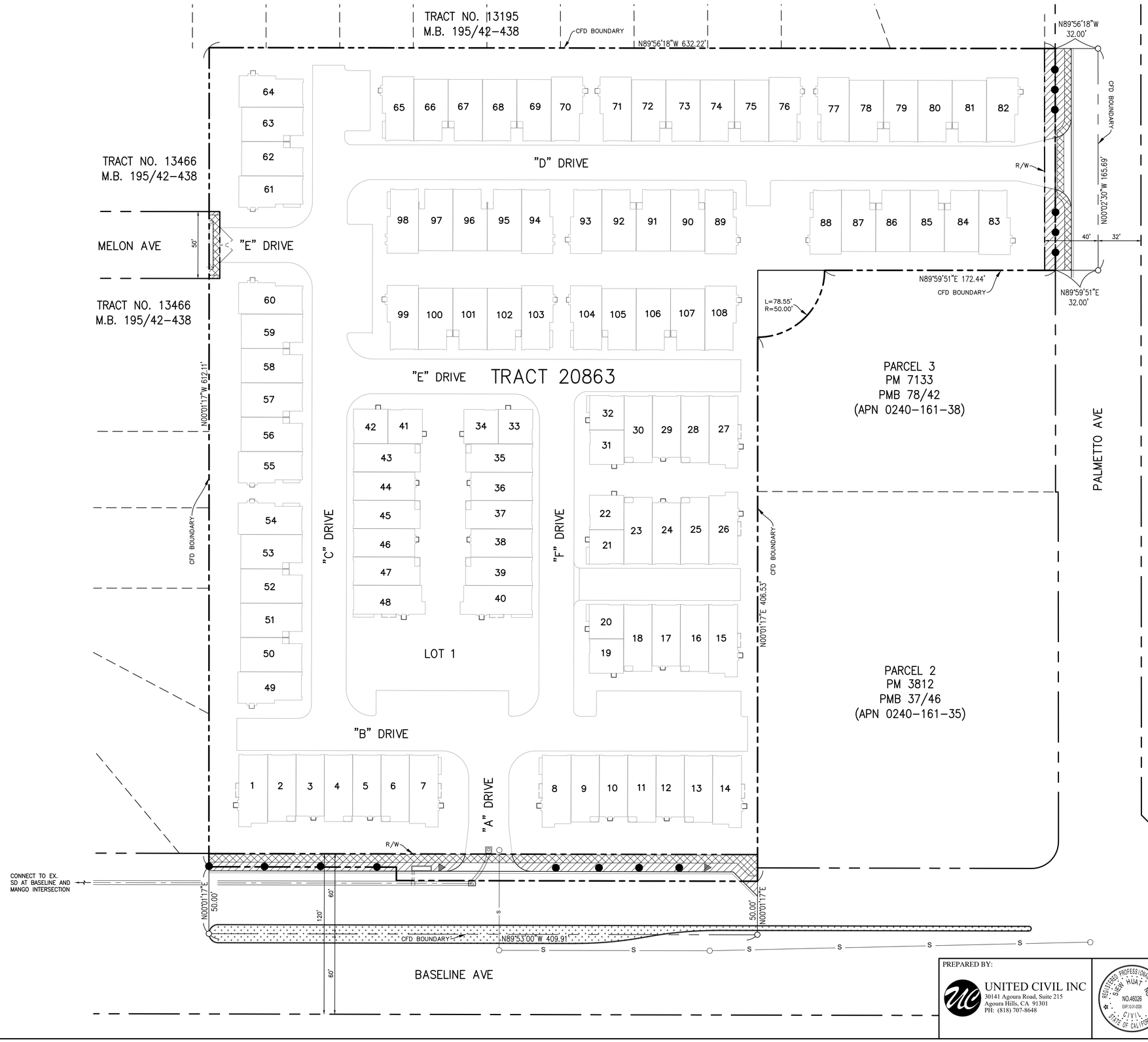
REGISTERED PROFESSIONAL ENGINEER
SIEW HUAT NG
NO.46026
EXP 12-31-2026
CIVIL
STATE OF CALIFORNIA

REV #	DATE	REVISIONS

FIRE SITE AND ACCESS PLAN
MAP NO. 20863
FONTANA, CA

DATE: 7/1/2026

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. XX
OF THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



LEGAL DESCRIPTION:

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

PARCEL A: APN: 0240-161-29 THE EAST 180 FEET OF THE WEST 410 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET THEREOF.

PARCEL B: (APN: 0240-161-36) PARCEL 1 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS. PAGE 42, RECORDS OF SAID COUNTY.

PARCEL C: (APN: 0240-161-37) PARCEL 2 OF PARCEL MAP NO. 7133, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 78 OF PARCEL MAPS, PAGE 42, RECORDS OF SAID COUNTY.

PARCEL 1: THE EAST 70 FEET OF THE WEST 210 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

PARCEL 2: THE EASTERLY 20 FEET OF THE WEST 230 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 40 FEET.

(APN: 0240-161-33)

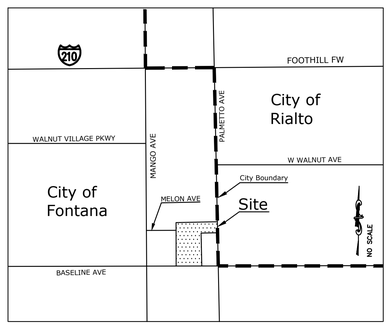
DEVELOPER:

MV INVESTMENTS, INC.
PO BOX 9559
ALTA LOMA, CA 91701

LEGEND:

	QUANTITY:
CFD MAINTENANCE SOFTSCAPE AREA (PARKWAY LANDSCAPING)	4228 SF
CFD MAINTENANCE SOFTSCAPE AREA (PUBLIC MEDIAN)	5710 SF
CFD MAINTENANCE HARDSCAPE AREA (PUBLIC SIDEWALKS)	3630 SF
16,000 LUMEN STREET LIGHT	2 EA
CFD MAINTAINED STREET TREE	14 EA
36" RCP STORM DRAIN	790 LF
24" RCP STORM DRAIN	24 LF
18" RCP STORM DRAIN	8 LF
CATCH BASIN	1 EA
SD MANHOLE	4 EA
8" VCP SEWER	505 LF
SS MANHOLE	3 EA

VICINITY MAP



SCALE: 1"= 30'
0 30 60 90

PREPARED BY:
UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

REGISTERED PROFESSIONAL ENGINEER
SIEW HUAT NG
NO.46026
EXP.12-31-2026
CIVIL
STATE OF CALIFORNIA

REV #	DATE	REVISIONS

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT
FONTANA, CA

DATE: 7/1/2026

PRIVATE REAR YARD, (TYP.)

EXISTING MASONRY WALL TO REMAIN

RETAINING WALL PER GRADING PLANS, MAX HEIGHT 5 FT

PALMETTO AVENUE

PROPOSED RIGHT-OF-WAY

DOG WASTE STATION

SEE RECREATION AREA ENLARGEMENT TO THE LOWER RIGHT OF SHEET

TRASH ENCLOSURE

CONCRETE WALK, (TYP.)

MATCHLINE - SEE SHEET L-2

0 10' 20' 60'

Scale 1" = 20'

North

(2) PARKING SPACES

BIKE RACK FOR (2) BIKES

ACCESS FOR UTILITY CABINET, (TYP.)

TRANSFORMER SCREENED W/ SHRUBS

TRASH RECEPTACLE AND DOG WASTE STATION

TRASH ENCLOSURE SCREENED W/ TALL SHRUBS

CONCRETE WALK, (TYP.)

BENCH

RECREATIONAL LAWN AREA

METAL HEADER

6' MASONRY WALL

RECREATION AREA ENLARGEMENT

0 5' 10' 30'

Scale 1" = 10'

North

KEY MAP

SHEET L-1

SHEET L-2

Palmetto Ave

Baseline Ave

DOG WASTE STATION

BIKE RACK FOR 2 BIKES

BENCH

TRASH RECEPTACLE

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED LANDSCAPE ARCHITECT ALAN E. HOWARD LIC. NO. 2681 Signature 11-17-2025 3/31/27 EXP. DATE STATE OF CALIFORNIA

DRAWN BY: GL
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Ste. 302
San Diego, CA 92101 (619) 718-9660

Baseline and Palmetto Avenue
FONTANA, CA 92336

description
LANDSCAPE CONCEPT PLAN

prepared for
MONTE VISTA HOMES

SHEET NO: **L-1**

SHEET 1 OF 4

MATCHLINE - SEE SHEET L-1

TRANSFORMER, (TYP.)

PRIVATE ENTRY YARD, (TYP.)

TRASH ENCLOSURE

TRANSFORMER

TRASH ENCLOSURE

TRANSFORMER, (TYP.)

RECREATION AREA, SEE ENLARGEMENT TOP RIGHT

PRIVATE YARD AREA, (TYP.)

PROPOSED RIGHT-OF-WAY

BASELINE AVENUE

STREET TREES @ 30' O.C.

10' WIDE COLORED, STAMPED CONCRETE BAND, DAVIS 'TERRA COTTA' COLOR, 18" TILE PATTERN

CONCRETE SIDEWALK, (TYP.)

TRANSFORMER

ENTRY SIGN WALL

CONCRETE STEPS, (TYP.)

0 10' 20' 60'

Scale 1" = 20'

North

TRASH ENCLOSURE SCREENED W/ TALL SHRUBS, (TYP.)

PLAY STRUCTURE

METAL HEADER, (TYP.)

BENCH, TYP. OF (2)

BIKE RACKS FOR (4) BIKES

RECREATIONAL LAWN AREA

LAWN

LAWN

CONCRETE WALK, (TYP.)

SHADE TRELLIS W/ PICNIC TABLE

ADA PARKING SPACES

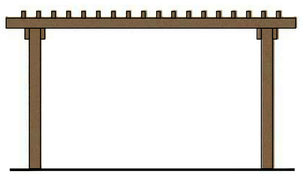
TRASH RECEPTACLE AND DOG WASTE STATION

RECREATION AREA ENLARGEMENT

0 5' 10' 30'

Scale 1" = 10'

North



RECREATION AREA SHADE TRELLIS



PLAY STRUCTURE



STAMPED CONCRETE



PICNIC TABLE

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED LANDSCAPE ARCHITECT — G.E. HOWARD L.A. NO. 2681 — SIGNATURE 11-7-2025 — DATE 3/31/21 — EXP. DATE — STATE OF CALIFORNIA

DRAWN BY: GL
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Ste. 302
San Diego, CA 92101 (619) 718-9660

Baseline and Palmetto Avenue
FONTANA, CA 92336

description
LANDSCAPE CONCEPT PLAN

prepared for
MONTE VISTA HOMES

SHEET NO: L-2
SHEET 2 OF 4

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	HT. x W	GROWTH RATE	FUNCTION	WUCOLS ZONE 4
	STREET TREES (BASELINE AVENUE): (36" BOX SIZE AT 30' O.C.)		16				
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW		40' x 20'	MOD	STREET TREE	M
	STREET TREES (PALMETTO AVENUE): (36" BOX SIZE AT 30' O.C.)		6				
	PLATANUS ACERIFOLIA 'BLOODGOOD'	PLANE TREE		40' x 30'	MOD	STREET TREE	M
	SMALL ACCENT TREES: (24" BOX SIZE)		27				
	LAGERSTROMIA INDICA	CRAPE MYRTLE		25' x 20'	MOD	FLOWERING THEME TREE	M
	LAURUS NOBILIS	BAY LAUREL		40' x 30'	MOD	FLOWERING THEME TREE	L
	TRISTANIOPSIS LAURINA	WATER GUM		35' x 20'	SLOW	EVERGREEN THEME TREE	M
	THEME TREES: (24" BOX SIZE)		28				
	ARBUTUS MARINA	STRAWBERRY TREE		40' x 30'	MOD	ACCENT TREE, STD. FORM	L
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW		40' x 30'	MOD	ACCENT TREE, STD. FORM	M
	LOPHOSTEMON CONFERTA	BRISBANE BOX		60' x 40'	MOD	ACCENT TREE, STD. FORM	M
	PRIVATE SLOPE TREES: (15 GAL. SIZE)		19				
	CERCIS OCCIDENTALIS	WESTERN REDBUD		25' x 20'	LOW	ACCENT TREE, STD. FORM	M
	EVERGREEN HEDGE AND SCREENING SHRUBS: (5 GAL. SIZE AT 3'-4' O.C.)		MIN. QTY. 200				
	ARBUTUS COMPACTA	NCN		6' X 4'	MOD	EVERGREEN HEDGE	L
	LEUCOPHYLLUM FRUTESCENS	TEXAS SAGE		6' x 4'	MOD	EVERGREEN HEDGE	L
	LIGUSTRUM JAPONICUM TEXANUM	TEXAS PRIVET		6' x 4'	MOD	EVERGREEN HEDGE	M
	MYRTUS COMMUNIS	COMMON MYRTLE		8' x 12'	MOD	ACCENT SHRUB	M
	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN		5' x 5'	MOD	ACCENT SHRUB	M
	TECOMA X 'ORANGE JUBILEE'	ORANGE BELLS		8' x 6'	MOD	ACCENT SHRUB	L
	WESTRINGIA F. 'BLUE GEM'	BLUE GEM COAST ROSEMARY		4' x 3'	MOD	EVERGREEN HEDGE	L
	MASSING SHRUBS: (1 GAL. SIZE AT 3' O.C.)		MIN. QTY. 200				
	AGAVE ATTENUATA	FOXTAIL AGAVE		4' X 5'	MOD	ACCENT SUCCULENT	L
	HESPERALOE PARVIFLORA	RED YUCCA		3' X 3'	MOD	FLOWERING SUCCULENT	L
	ILEX 'STOKES DWARF'	STOKES DWARF HOLLY		3' X 3'	MOD	MASSING SHRUB	L
	MUHLENBERGIA CAPILLARIS	PINK MUHLY		3' x 3'	MOD	ORNAMENTAL GRASS	L
	RHAPHIOLEPIS U. 'MINOR'	DWARF YEDDO HAWTHORN		4' x 3'	MOD	FLOWERING SHRUB	M
	SALVIA GREGGII	TEXAS SAGE		4' x 3'	MOD	FLOWERING SHRUB	L
	SALVIA 'SUNSET'	SUNSET SAGES		4' x 3'	MOD	FLOWERING SHRUB	L
	DRIVE AISLE SHRUBS: (5 GAL. SIZE)	MIN. QTY. 120					
	LIGUSTRUM TEXANUM	TEXAS PRIVET		6' x 4'	MOD	EG. SHRUB BETWEEN GARAGES ALONG DRIVE AISLES	M
	SMALL ACCENT SHRUBS: (1 GAL. SIZE AT 2'-3' O.C.)	MIN. QTY. 100					
	AGAVE LOPHANTHA 'QUADRICOLOR'	CENTURY PLANT		2' X 2'	MOD	ACCENT SUCCULENT	L
	ANIGOZANTHUS SPP.	KANGAROO PAW		2' X 2'	MOD	VERTICAL ACCENT	L
	BULBINE FRUTESCENS	STALKED BULBINE		2' X 2'	FAST	FLOWERING ACCENT	L
	CAREX PANSA	DUNE SEDGE		1' X 2'	MOD	ACCENT GRASS	M
	SPREADING GROUND COVER: (1 GAL. SIZE AT 2'-3' O.C.)						
	LOMANDRA L. 'BREEZE'	DWARF MAT RUSH		2' x 2'	MOD	TEXTURED GROUNDCOVER	L
	SALVIA M. 'JADE CARPET	JADE CARPET SAGE		2' x 6'	FAST	MOUNDING GROUNDCOVER	L
	SENECIO SERPENS	BLUE CHALK STICKS		1' X 2'	FAST	ACCENT GROUNDCOVER	L
	SLOPE GROUND COVER: (FLATS @ 12" O.C.)						
	BACCHARIS 'PIGEON POINT'	COYOTE BRUSH		1' x 6'	FAST	BANK STABILIZING G.C.	L
	SCREENING VINES: (5 GAL. STAKED)						
	BOUGAINVILLEA SPP.	BOUGAINVILLEA		20'	FAST	FLOWERING VINE	L
	LAWN:						
	MARATHON DWARF FESCUE						

Landscape and Maintenance Notes:

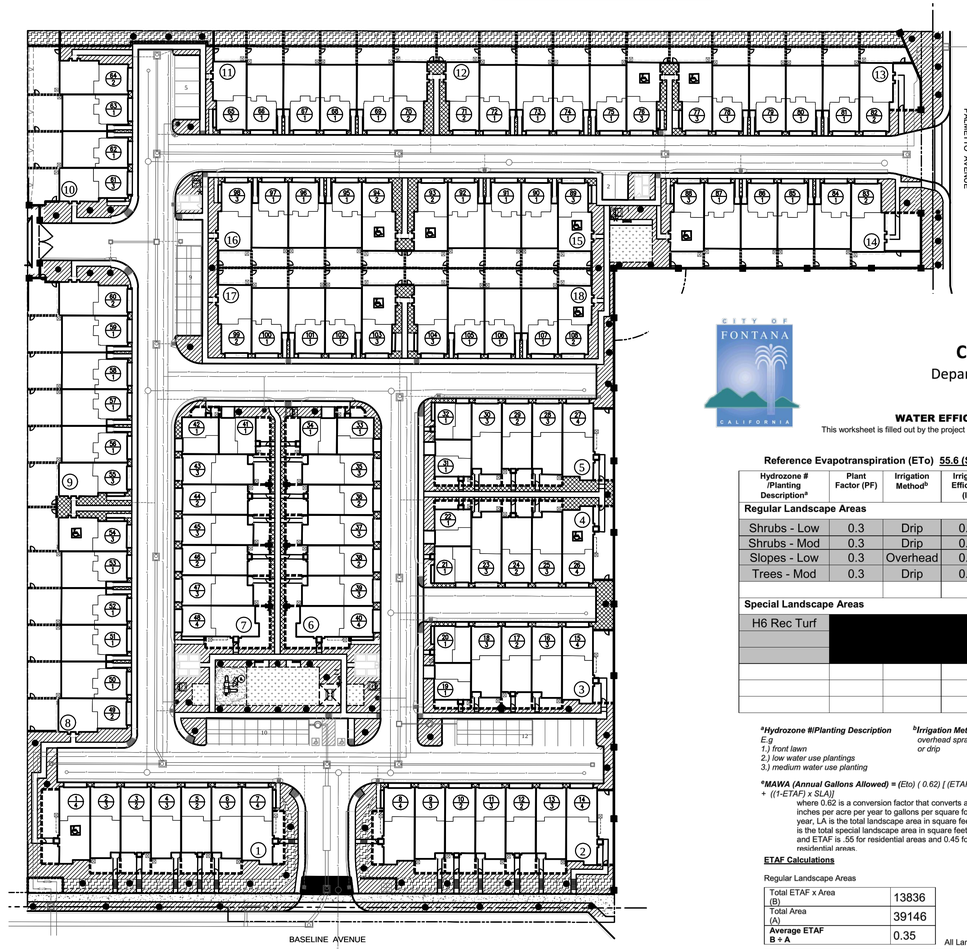
General:
- All landscape and irrigation shall conform to the design standards and guidelines of the City of Fontana and the City of Fontana 'Water Efficient Landscape Documentation Package Submittal Requirements'.

Irrigation:
- The irrigation system will be designed to afford optimum coverage for the support of plant growth. The coverage will meet the water requirements for the selected plant material within a given planting areas and the type of exposure The irrigation system will be designed with respect to water conservation. All irrigation will be sub-surface drip and bubblers. The irrigation system shall be a fully automatic system and as maintenance-free as possible. The materials for the system will be of an extremely durable nature, and will have been selected for wear resistance and long life. The overall system shall be designed for ease of maintenance.
- A separate, potable, designated irrigation water meter shall be installed.

Planting:
- All plant material shall be WUCOLS Zone 4 rated as low or moderate for water use. Plant material shall be grouped according to sun and wind exposure and water requirements. Tall shrubs, trees and vines shall screen perimeter walls and utilities. All proposed plant material shall be non-invasive.
- Plants chosen for North sides of buildings, walls and fences shall be species which can tolerate dense shade.
- Accent shrubs shall be utilized for entries and focal points, to provide textural and flowering interest.
- 36" Box trees shall have a min caliper of 2 ½"
- 24" Box trees shall have a min. caliper of 1 ½"

Maintenance:
- All landscape shown on this plan shall be maintained by the Homeowners' Association. The landscape areas shall be kept free of litter and debris, and all plant material shall be maintained in a healthy growing condition. Diseased or dead plant material shall be satisfactorily treated or replaced per the conditions of the permit.

HYDROZONE MAP



0 25' 50' 150'

Scale 1" = 50'

North

HYDROZONE LEGEND

- Shrubs and Groundcover, Low Water Use Area 20,274 SF
- Shrubs and Groundcover, Moderate Water Use Area 7,748 SF
- Slopes, Low Water Use Area 8,644 SF
- Trees, Moderate Water Use Area 2,400 SF
- Rec Turf Area (SLA) 2,480 SF

City of Fontana
Department of Engineering

WATER EFFICIENT LANDSCAPE WORKSHEET
This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) 55.6 (San Bernardino)

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
Shrubs - Low	0.3	Drip	0.81	0.37	20,274	7,509	258,846
Shrubs - Mod	0.3	Drip	0.81	0.37	7,748	2,870	98,922
Slopes - Low	0.3	Overhead	0.75	0.40	8,644	3,458	119,190
Trees - Mod	0.3	Drip	0.81	0.37	2,400	889	30,642
				Totals	39,066	13,836	507,600
Special Landscape Areas							
H6 Rec Turf				1	2,480	2,480	85,491
				1			
				1			
				Totals	2,480	2,480	85,491
						ETWU Total	593,091
						Maximum Allowed Water Allowance (MAWA)[e]	826,166

[a] *Hydrozone #/Planting Description* E.g. *1.) front lawn 2.) low water use plantings 3.) medium water use planting*

[b] *Irrigation Method* overhead spray or drip

[c] *Irrigation Efficiency* 0.75 for spray head 0.81 for drip

[d] *ETWU* (Annual Gallons Required) = *Eto x 0.62 x ETAF x Area* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] *MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area (B)	13836
Total Area (A)	39146
Average ETAF B ÷ A	0.35

All Landscape Areas

Total ETAF x Area (B+D)	16316
Total Area (A+C)	39146
Sitewide ETAF (B+D) ÷ (A+C)	0.42

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

Signed: _____ Date: 11-17-2025

Minimum Street Tree Separation Distance	
IMPROVEMENT	MIN. DISTANCE TO STREET TREE
TRAFFIC SIGNALS AND STOP SIGNS	20'
UNDERGROUND UTILITY LINES	5'
SEWER LINES	10'
ABOVE GROUND UTILITY STRUCTURES	10'
DRIVEWAY ENTRIES	10'
INTERSECTIONS	25'

BIKE RACKS REQUIRED:
1/4 UNITS = 6 EA.
80% LONG TERM PROVIDED WITHIN UNITS
20% SHORT TERM OUTSIDE=3 EA MIN.

LANDSCAPE CALCULATIONS

SITE AREA LESS BLDG. FOOTPRINTS 171,243 SF
REQUIRED LANDSCAPING AREA (15%) 25,687 SF
LANDSCAPING AREA PROVIDED (23%) 38,566 SF
TREES REQUIRED (1/300 SF REQUIRED LANDSCAPE) : 87 EA
TREES PROVIDED : 96 EA
36" BOX TREES REQUIRED (20%) : 17 EA
36" BOX TREES PROVIDED : 22 EA
SHRUBS REQUIRED (3 PER TREE) :288 EA (50% 5 GAL)
SHRUBS PROVIDED: 620 EA
5 GAL SHRUBS PROVIDED : 320 EA

LOT COVERAGE

SITE AREA 284,446 SF - 100%
DRIVES / PARKING 64,856 SF - 23%
BUILDINGS 113,203 SF - 40%
PRIVATE YARDS 44,663 SF - 16%
COMMON OPEN SPACE INCLUDING AMENITY AREA PASEOS AND RECREATION AREAS 56,751 SF - 20%
REMAINING LANDSCAPE AREA 4,973 SF - 2%

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

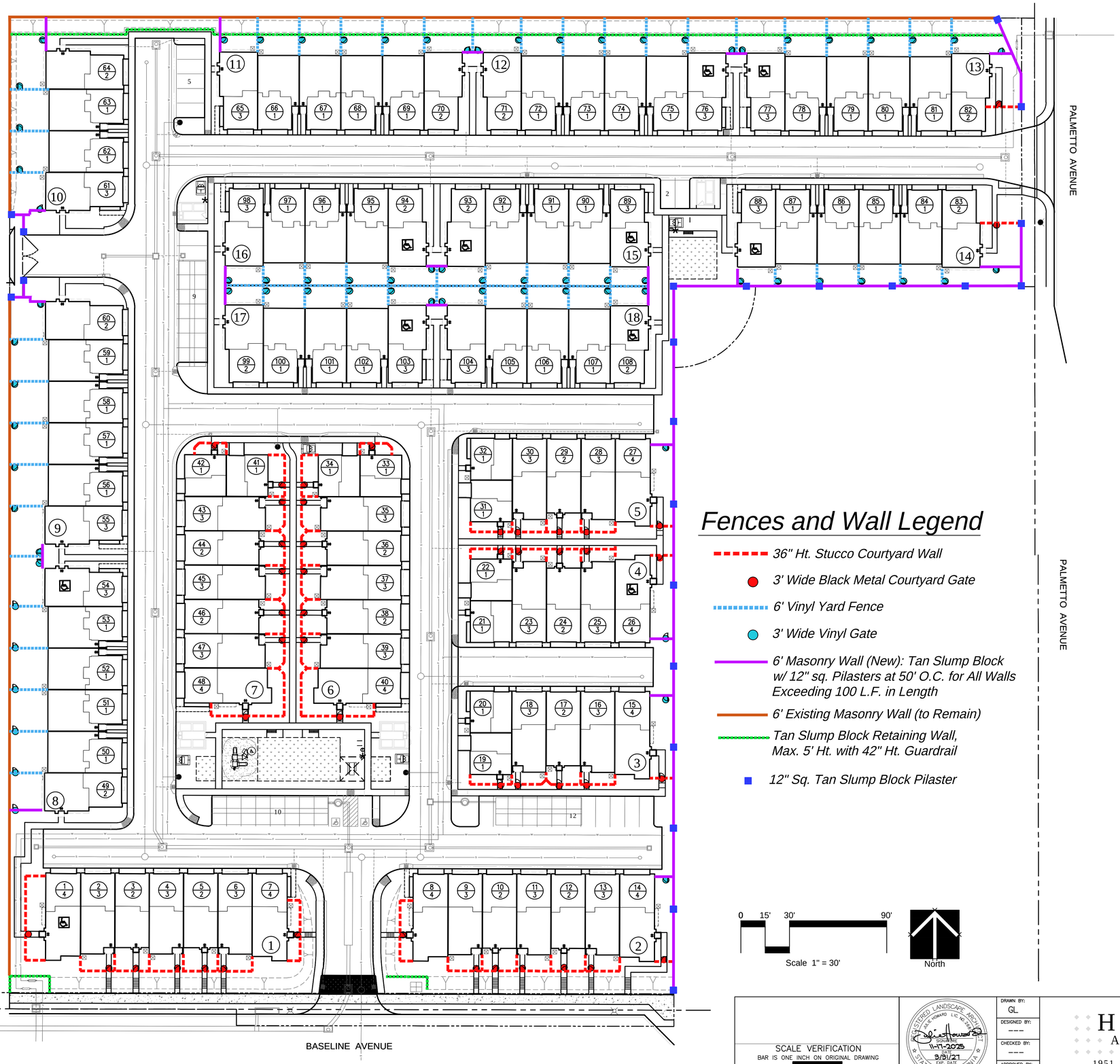
REGISTERED LANDSCAPE ARCHITECT JULIE HOWARD LIC. NO. 2681 SIGNING 11-17-2025 3/31/27 EXP. DATE STATE OF CALIFORNIA

DRAWN BY: GL
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Ste. 302
San Diego, CA 92101 (619) 718-9660

Baseline and Palmetto Avenue
FONTANA, CA 92336
description
CONCEPT PLANTING LEGEND, NOTES, AND CALCS
prepared for
MONTE VISTA HOMES

SHEET NO: L-3
SHEET 3 OF 4



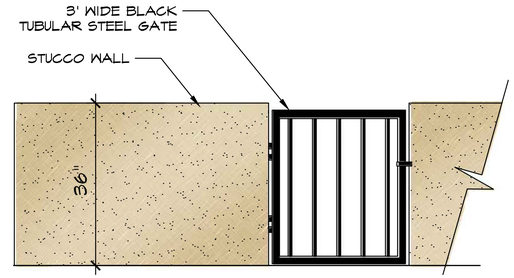
Fences and Wall Legend

- 36" Ht. Stucco Courtyard Wall
- 3' Wide Black Metal Courtyard Gate
- 6' Vinyl Yard Fence
- 3' Wide Vinyl Gate
- 6' Masonry Wall (New): Tan Slump Block w/ 12" sq. Pilasters at 50' O.C. for All Walls Exceeding 100 L.F. in Length
- 6' Existing Masonry Wall (to Remain)
- Tan Slump Block Retaining Wall, Max. 5' Ht. with 42" Ht. Guardrail
- 12" Sq. Tan Slump Block Pilaster

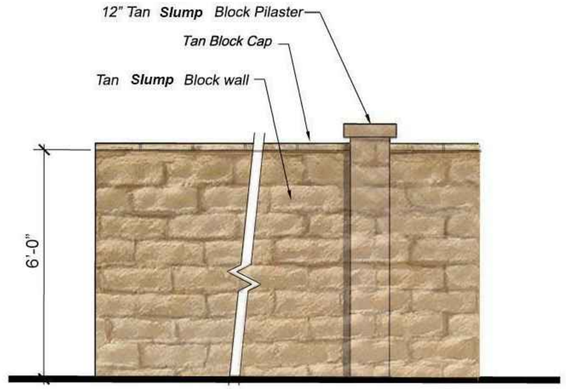
0 15' 30' 90'

Scale 1" = 30'

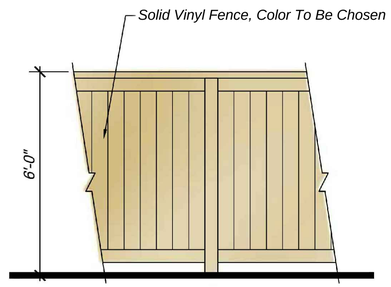
North



36" COURTYARD WALL AND GATE CONCEPT



Masonry Wall
Preliminary Concept



6' YARD FENCE CONCEPT

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

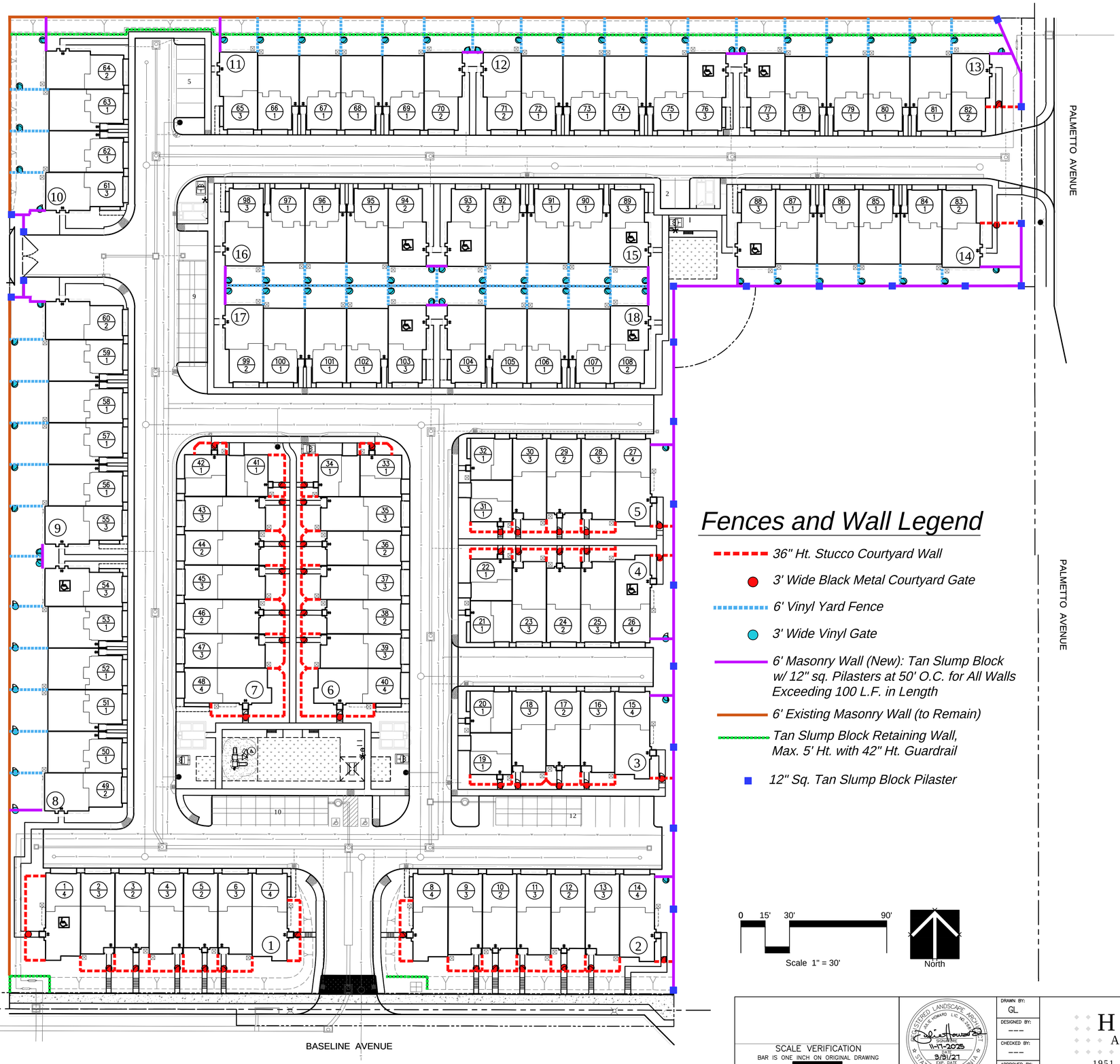
REGISTERED LANDSCAPE ARCHITECT — JOE E. HOWARD — LIC. NO. 2681 — SIGNATURE — DATE 11-17-2025 — EXP. DATE 8/31/27 — STATE OF CALIFORNIA

DRAWN BY: GL
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Ste. 302
San Diego, CA 92101 (619) 718-9660

Baseline and Palmetto Avenue
FONTANA, CA 92336
description
WALL AND FENCE PLAN
prepared for
MONTE VISTA HOMES

SHEET NO: **L-4**
SHEET 4 OF 4



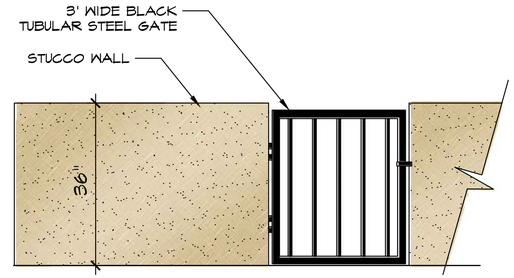
Fences and Wall Legend

- 36" Ht. Stucco Courtyard Wall
- 3' Wide Black Metal Courtyard Gate
- 6' Vinyl Yard Fence
- 3' Wide Vinyl Gate
- 6' Masonry Wall (New): Tan Slump Block w/ 12" sq. Pilasters at 50' O.C. for All Walls Exceeding 100 L.F. in Length
- 6' Existing Masonry Wall (to Remain)
- Tan Slump Block Retaining Wall, Max. 5' Ht. with 42" Ht. Guardrail
- 12" Sq. Tan Slump Block Pilaster

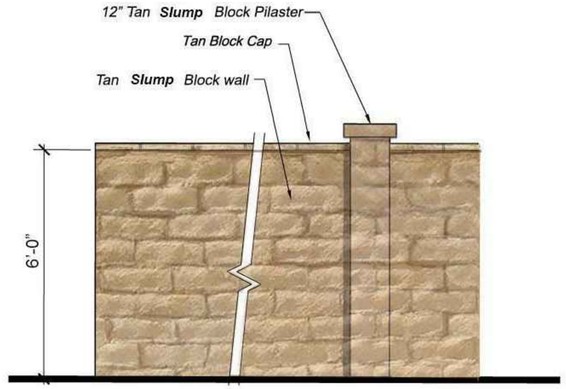
0 15' 30' 90'

Scale 1" = 30'

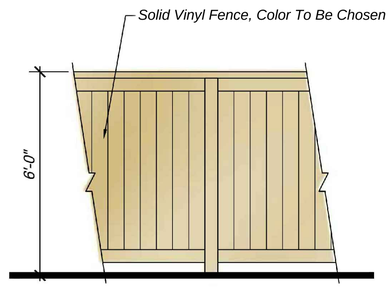
North



36" COURTYARD WALL AND GATE CONCEPT



Masonry Wall
Preliminary Concept



6' YARD FENCE CONCEPT

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED LANDSCAPE ARCHITECT JOE E. HOWARD L.A.C. NO. 2681 SIGNATURE 11-17-2025 DATE 9/30/27 EXP. DATE STATE OF CALIFORNIA

DRAWN BY: GL
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Ste. 302
San Diego, CA 92101 (619) 718-9660

Baseline and Palmetto Avenue
FONTANA, CA 92336
description
WALL AND FENCE PLAN
prepared for
MONTE VISTA HOMES

SHEET NO: L-4
SHEET 4 OF 4

BASELINE & PALMETTO

FONTANA, CA

#25039
06/24/2026

A-1 Conceptual Site Plan

ALLEY LOADED

A-2 601A Building Composite (6 - Plex) - Floor Plan
A-3 601A Building Composite (6 - Plex) - Roof Plan
A-4 601A Building Composite (6 - Plex) - Spanish Elevations

A-5 701A Building Composite (7 - Plex) - Floor Plan
A-6 701A Building Composite (7 - Plex) - Roof Plan
A-7 701A Building Composite (7 - Plex) - Spanish Elevations

A-8 801A Building Composite (8 - Plex) - Floor Plan
A-9 801A Building Composite (8 - Plex) - Roof Plan
A-10 801A Building Composite (8 - Plex) - Spanish Elevations

A-11 PLAN 1 - Floor Plan
A-12 PLAN 2 - Floor Plan
A-13 PLAN 3 - Floor Plan
A-14 PLAN 4 - Floor Plan

FRONT LOADED

A-15 400A Building Composite (4 - Plex) - Floor Plan
A-16 400A Building Composite (4 - Plex) - Roof Plan
A-17 400A Building Composite (4 - Plex) - Cottage Elevations

A-18 500A Building Composite (5 - Plex) - Floor Plan
A-19 500A Building Composite (5 - Plex) - Roof Plan
A-20 500A Building Composite (5 - Plex) - Cottage Elevations

A-21 600A Building Composite (6 - Plex) - Floor Plan
A-22 600A Building Composite (6 - Plex) - Roof Plan
A-23 600A Building Composite (6 - Plex) - Cottage Elevations

A-24 PLAN 1 - Floor Plan
A-25 PLAN 2 - Floor Plan
A-26 PLAN 3 - Floor Plan

A-27 Written Color Scheme 1 & Color Board
A-28 Written Color Scheme 2 & Color Board

Note: For design intent only, not for construction.

MV Investments, Inc.

Developer: MV Investments, Inc.
PO Box 9599,
Alta Loma, CA 91701

Contact: Chris Courtney
Business: (951) 314-8457

Kevin L. Crook Architect Inc
PLANNING + ARCHITECTURE

Architect: Kevin L. Crook Architect, Inc.
1360 Reynolds Ave. Suite 110
Irvine, CA 92614

Contact: Jeff Addison
Business: (949) 660-1568
www.klcarch.com

Site Summary

Gross Site Area:	6.72 Ac (292,570 sq.ft.)
Net Site Area:	6.53 Ac (284,446 sq.ft.)
Total Homes:	108 Units

Product	Units
Alley Loaded	48
Front Loaded	60

Net Density: 16.54 DU/AC

Product Type:	2-Story Townhomes
Occupancy Type:	R3
Construction Type:	VB
Sprinkler Type:	NFPA 13D
Lot Coverage:	113,203 SF (40%)
Street & Driveways:	±64,856 SF (23%)
Private Yards:	±44,663 SF (16%)

Building Setbacks

Baseline Ave:	20'
Palmetto Ave:	19.8'
North Side:	21'
West Side:	22.3'

Unit Summary:

Alley Loaded Product

Plan	Type	Sq.Ft.	#Units	%
1	2 BR/ 2 BA	935	10	21
2	3 BR/ 2.5 BA	1,420	11	22
3	3 BR/ 2.5 BA	1,517	18	38
4	4 BR/ 2.5 BA	1,683	9	19
			48	100

Front Loaded Product

Plan	Type	Sq.Ft.	#Units	%
1	3 BR/ 2.5 BA	1,663	38	64
2	3 BR/ 2.5 BA	1,703	11	18
3	4 BR/ 2.5 BA	1,703	11	18
			60	100

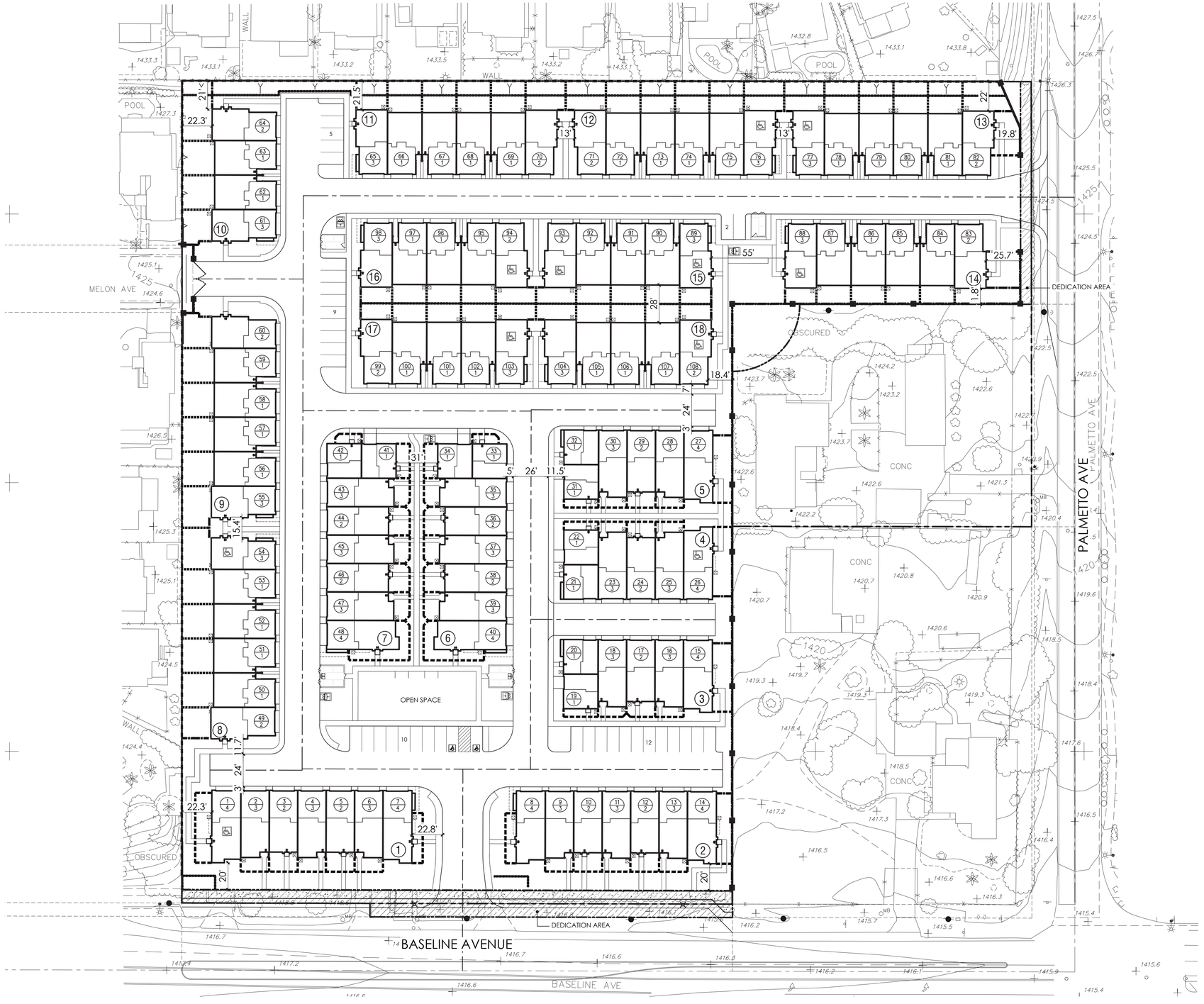
Parking Summary:

Provided Parking

Assigned Parking: 206

Guest Parking: 38 (9'x19' Head-in)

Total Provided Parking: 244 (2.3 Spaces/Unit)



Notes:
1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per parcel map.
4. Civil engineer to verify all setbacks and grading information.
5. Building Footprints may change due to the final design elevation style.
6. Open space area is subject to change.
7. Building setbacks are measured from property lines to building foundation lines.

CONCEPTUAL SITE PLAN

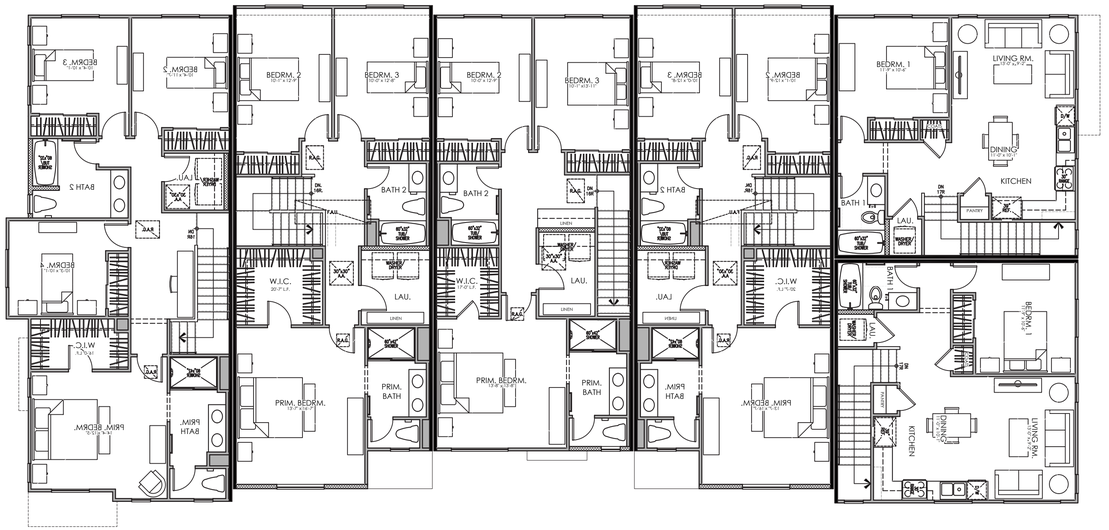
0 20 40 80

MV Investments, Inc.

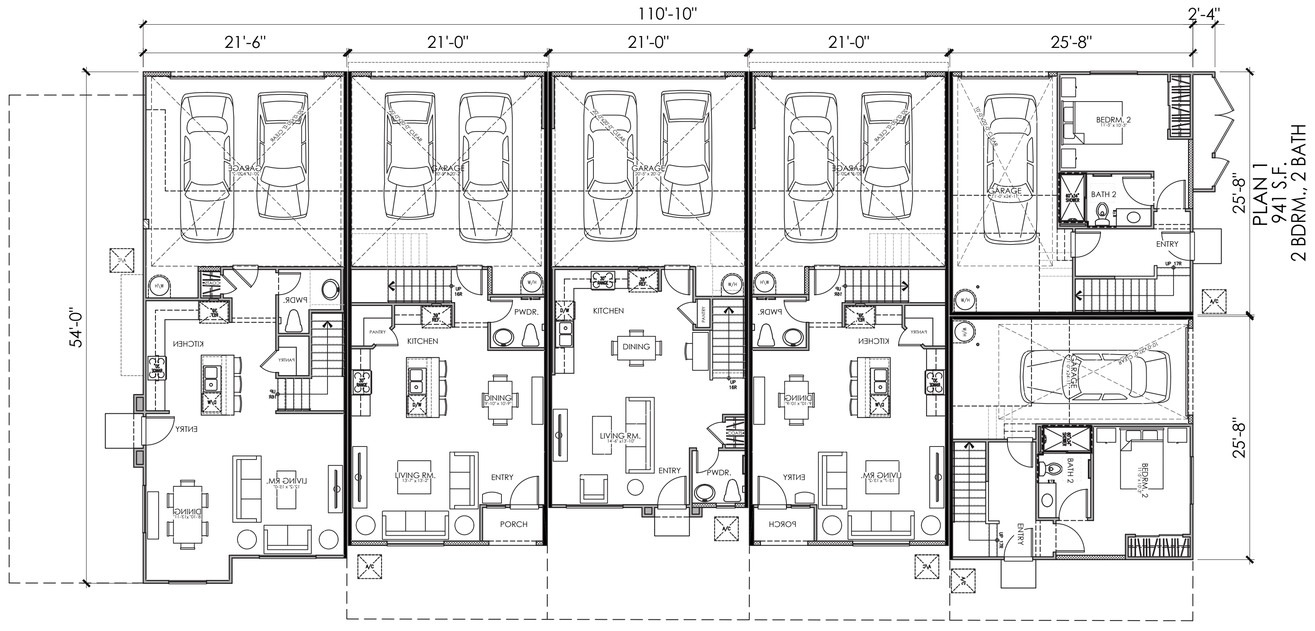
BASELINE & PALMETTO
FONTANA, CA

06/24/2026
A-1

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN



FIRST FLOOR PLAN

601A BUILDING COMPOSITE (6-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

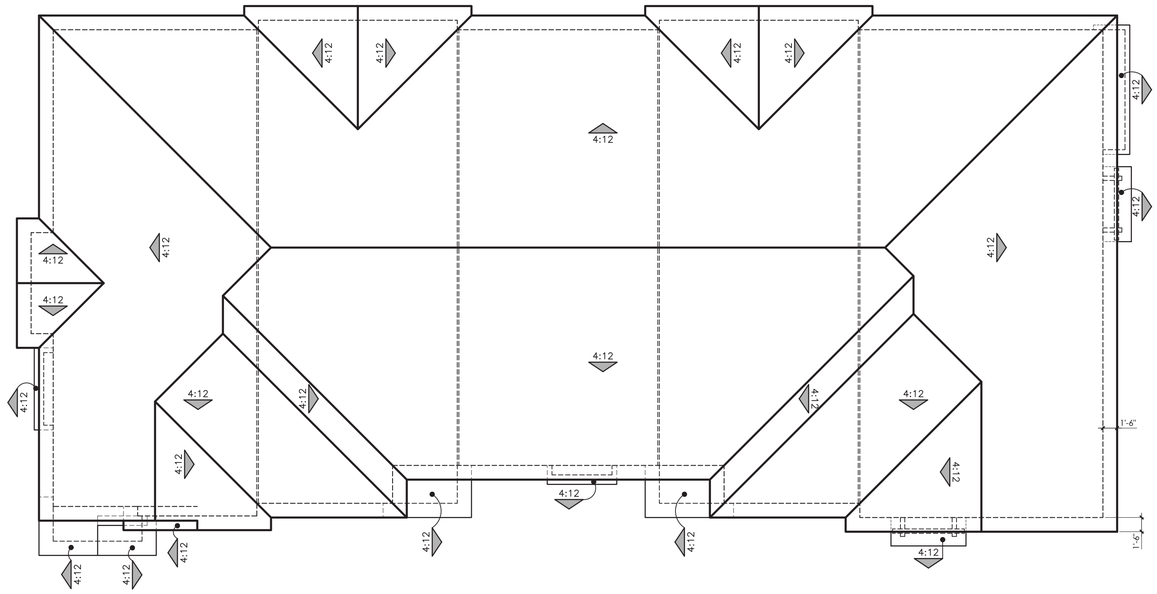
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-2

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

601A BUILDING COMPOSITE (6-PLEX)
ROOF PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-3

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 4R PLAN 3 PLAN 2 PLAN 3R PLAN 1

FRONT



PLAN 4R

LEFT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "S" TILE
FASCIA:	2x6 WOOD
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	FOAM
TRIM:	STUCCO OVER RIGID FOAM



PLAN 1 PLAN 3R PLAN 2 PLAN 3 PLAN 4R

REAR



PLAN 1 PLAN 1

RIGHT

COLOR SCHEME 1

601A BUILDING COMPOSITE (6-PLEX)

SPANISH ELEVATIONS

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

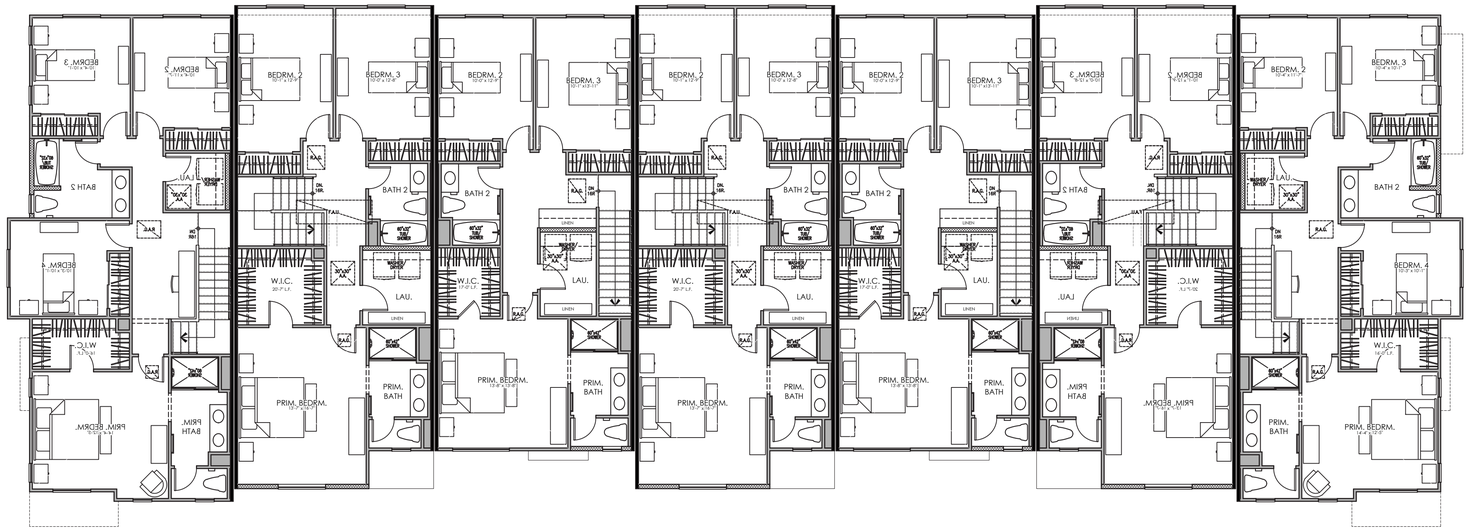
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

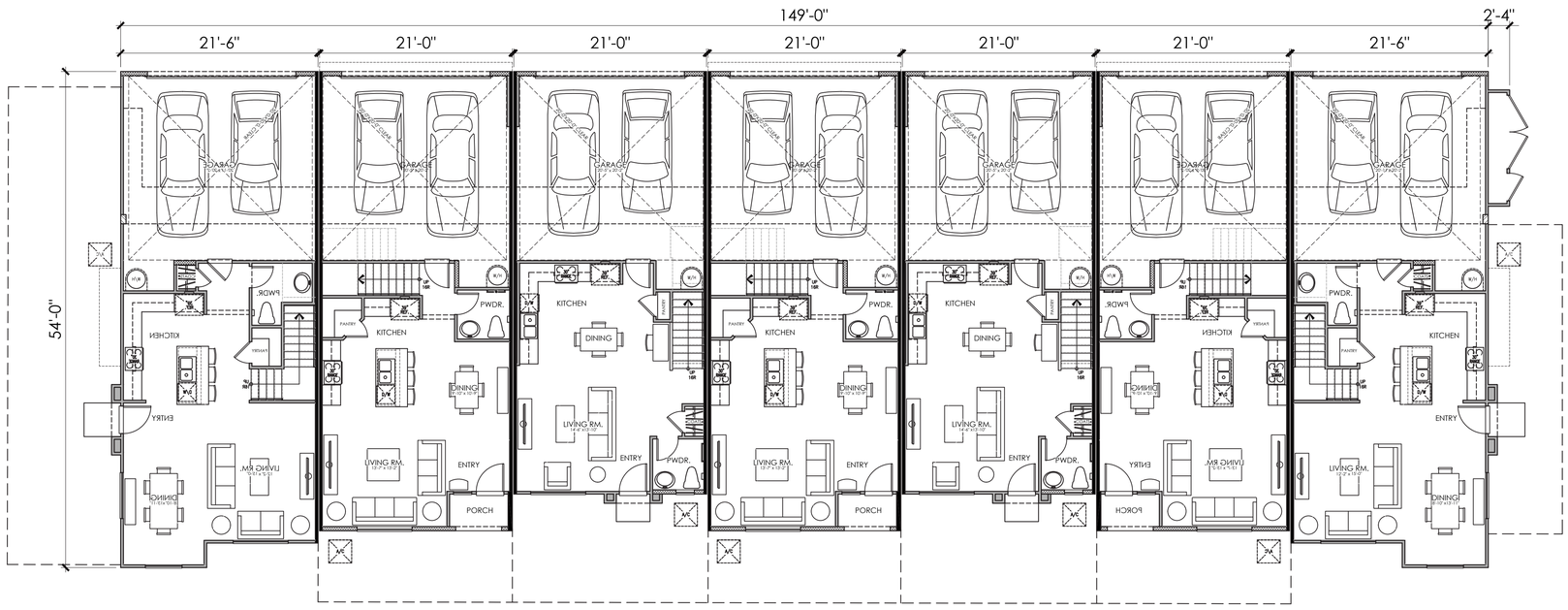
ALLEY LOADED

06/24/2026
A-4

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN



PLAN 4R
1,722 S.F.
4 BDRM., 2.5 BATH

PLAN 3
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,427 S.F.
3 BDRM., 2.5 BATH

PLAN 3
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,427 S.F.
3 BDRM., 2.5 BATH

PLAN 3R
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 4
1,722 S.F.
4 BDRM., 2.5 BATH

FIRST FLOOR PLAN

701A BUILDING COMPOSITE (7-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

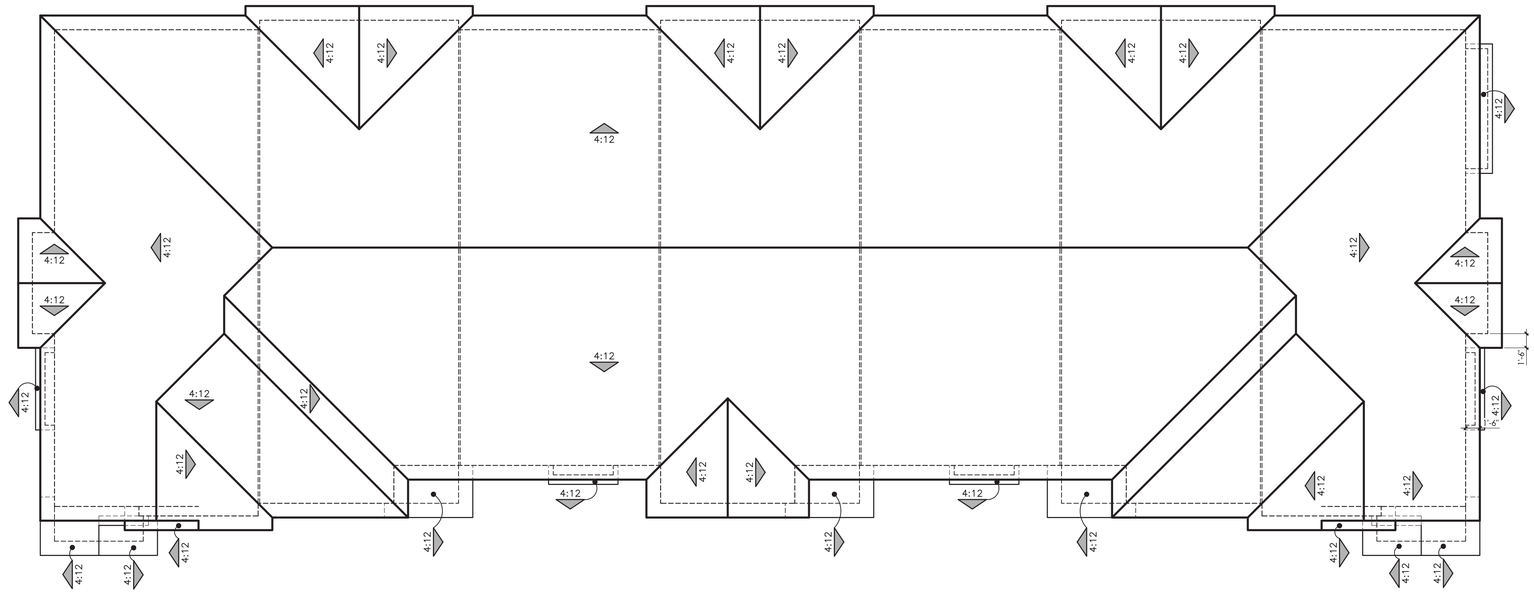
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-5

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

701A BUILDING COMPOSITE (7-PLEX)
ROOF PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-6

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 4R PLAN 3 PLAN 2 PLAN 3 PLAN 2 PLAN 3R PLAN 4

FRONT



PLAN 4R

LEFT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "S" TILE
FASCIA:	2x6 WOOD
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	FOAM
TRIM:	STUCCO OVER RIGID FOAM



PLAN 4 PLAN 3R PLAN 2 PLAN 3 PLAN 2 PLAN 3 PLAN 4R

REAR



PLAN 4

RIGHT

COLOR SCHEME 1

701A BUILDING COMPOSITE (7-PLEX)

SPANISH ELEVATIONS

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

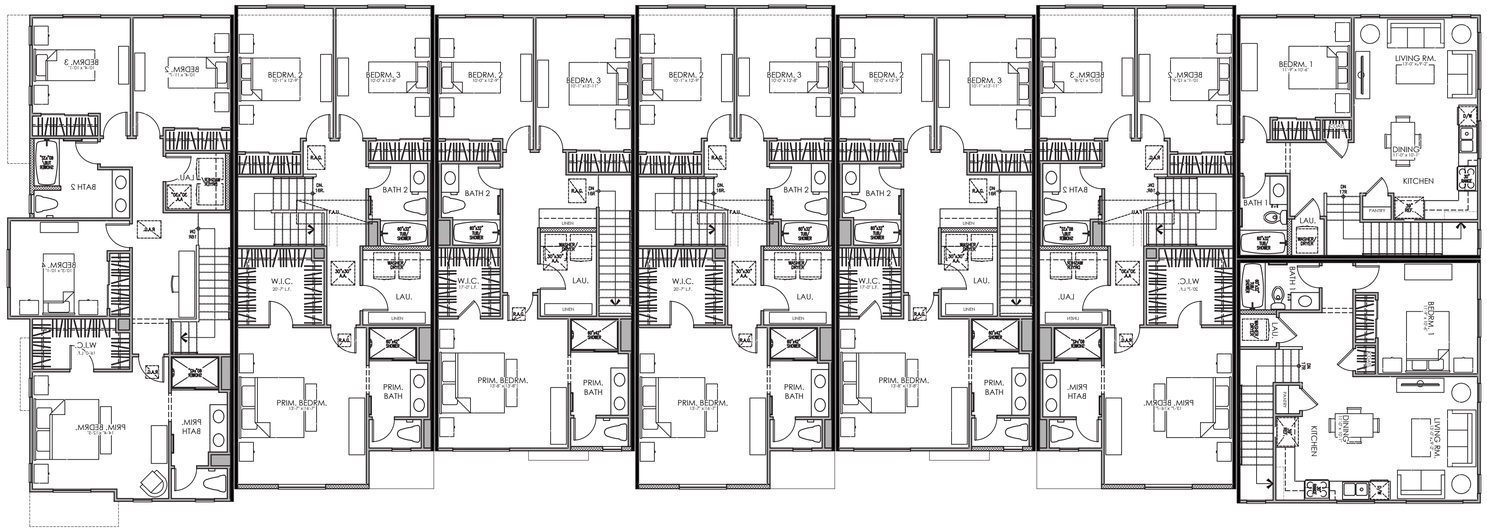
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

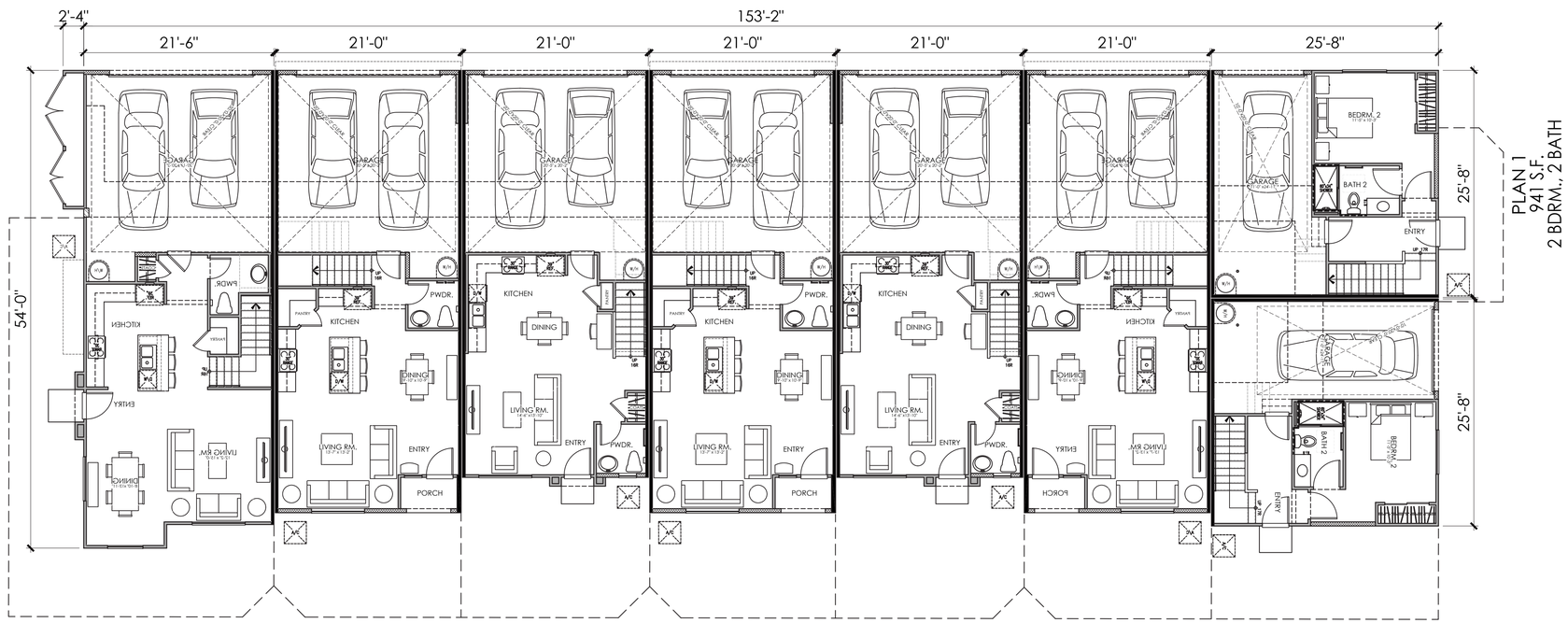
ALLEY LOADED

06/24/2026
A-7

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN



PLAN 4R
1,722 S.F.
4 BDRM., 2.5 BATH

PLAN 3
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,427 S.F.
3 BDRM., 2.5 BATH

PLAN 3
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,427 S.F.
3 BDRM., 2.5 BATH

PLAN 3R
1,552 S.F.
3 BDRM., 2.5 BATH

PLAN 1
941 S.F.
2 BDRM., 2 BATH

FIRST FLOOR PLAN

801A BUILDING COMPOSITE (8-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

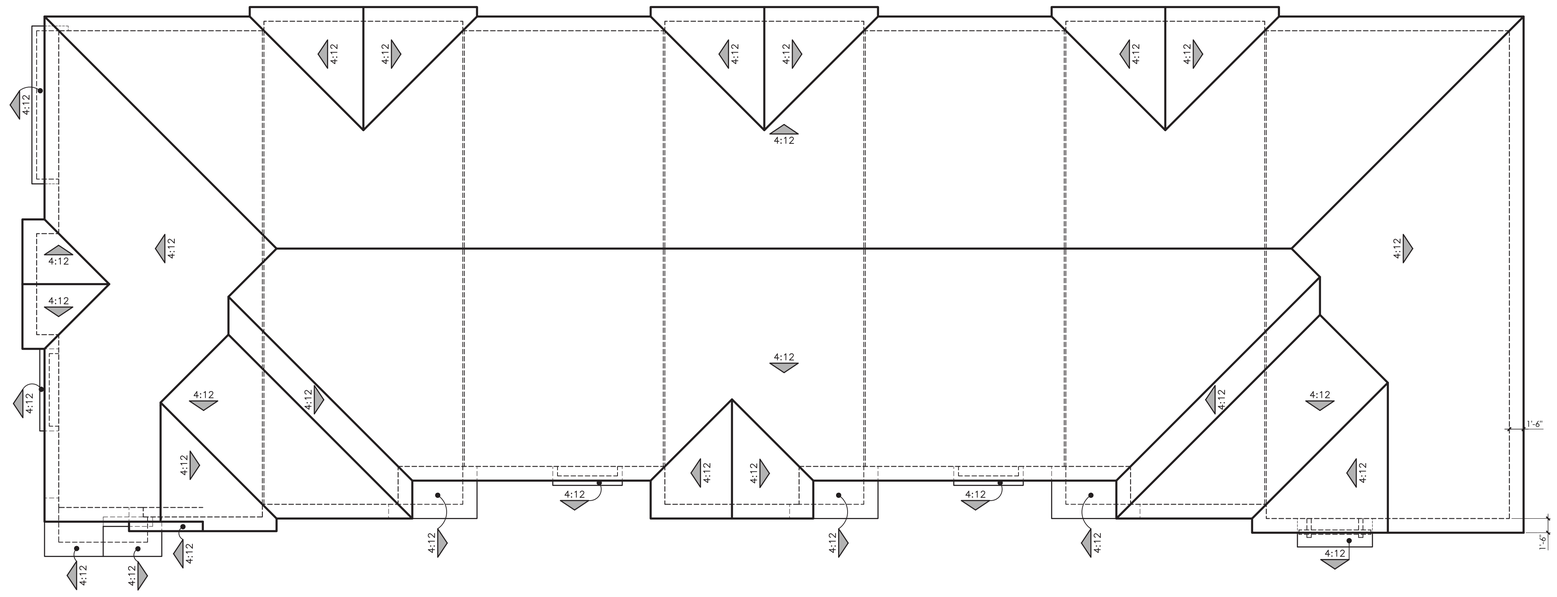
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-8

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

801A BUILDING COMPOSITE (8-PLEX)
ROOF PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

ALLEY LOADED

06/24/2026
A-9

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 4R PLAN 3 PLAN 2 PLAN 3 PLAN 2 PLAN 3R PLAN 1

FRONT



PLAN 4R

LEFT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "S" TILE
FASCIA:	2x6 WOOD
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	FOAM
TRIM:	STUCCO OVER RIGID FOAM



PLAN 1 PLAN 3 PLAN 2 PLAN 3 PLAN 2 PLAN 3 PLAN 4R

REAR



PLAN 1 PLAN 1

RIGHT

COLOR SCHEME 1

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

801A BUILDING COMPOSITE (8-PLEX)

SPANISH ELEVATIONS

0 2 4 8 12

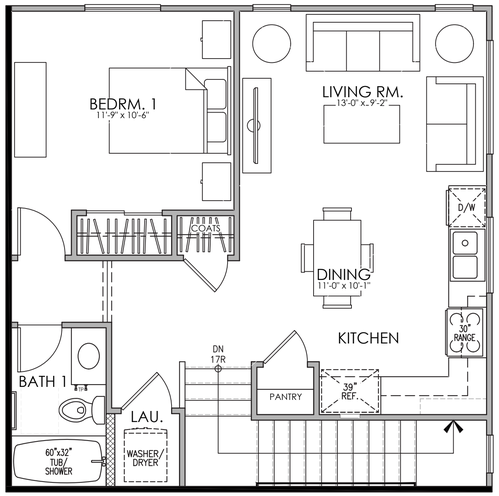
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

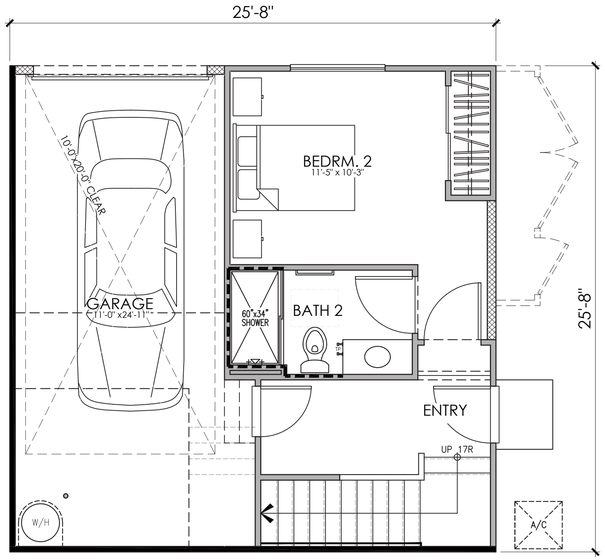
ALLEY LOADED

06/24/2026
A-10

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR

UNIT 1.0
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	353 SQ. FT.
SECOND FLOOR AREA	588 SQ. FT.
TOTAL DWELLING	941 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	306 SQ. FT.

PLAN 1
2 BEDROOM, 2 BATH
FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

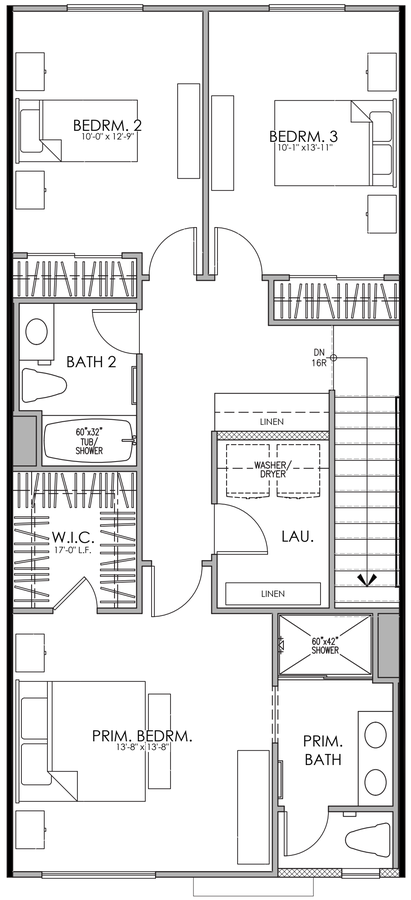
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

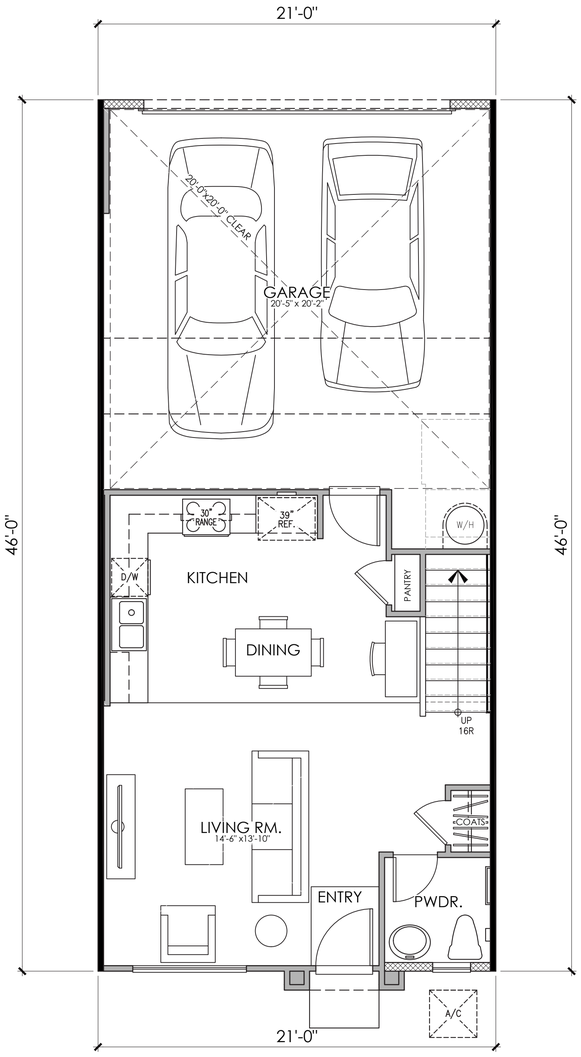
ALLEY LOADED

06/24/2026
A-11

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR

PLAN 2
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	517 SQ. FT.
SECOND FLOOR AREA	910 SQ. FT.
TOTAL DWELLING	1,427 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	449 SQ. FT.

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

PLAN 2
3 BEDROOM, 2.5 BATH
FLOOR PLAN

0 2 4 8 12

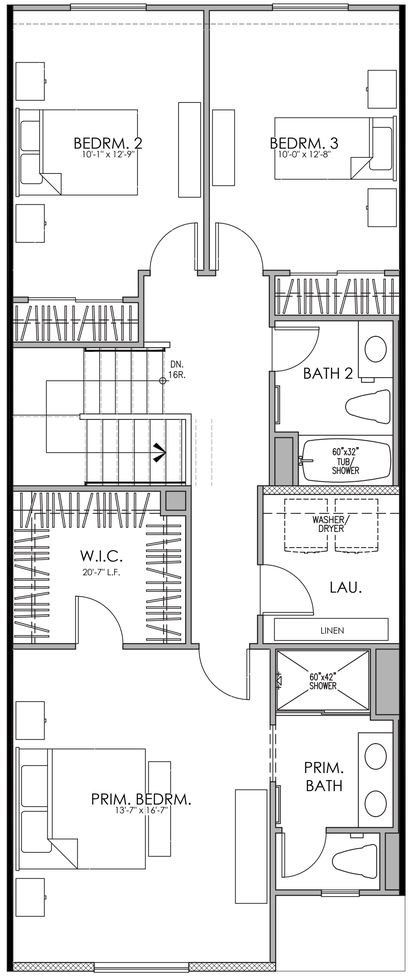
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

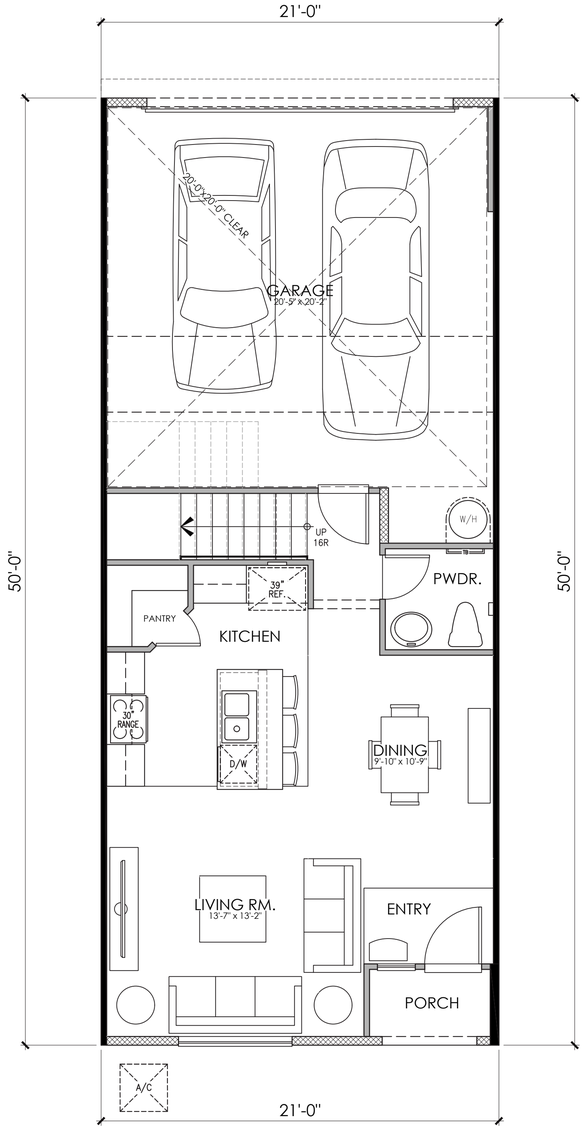
ALLEY LOADED

06/24/2026
A-12

Kevin L. Crook
Architect
Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR

PLAN 3
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	573 SQ. FT.
SECOND FLOOR AREA	979 SQ. FT.
TOTAL DWELLING	1,552 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	449 SQ. FT.
PORCH	27 SQ. FT.

PLAN 3
3 BEDROOM, 2.5 BATH
FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

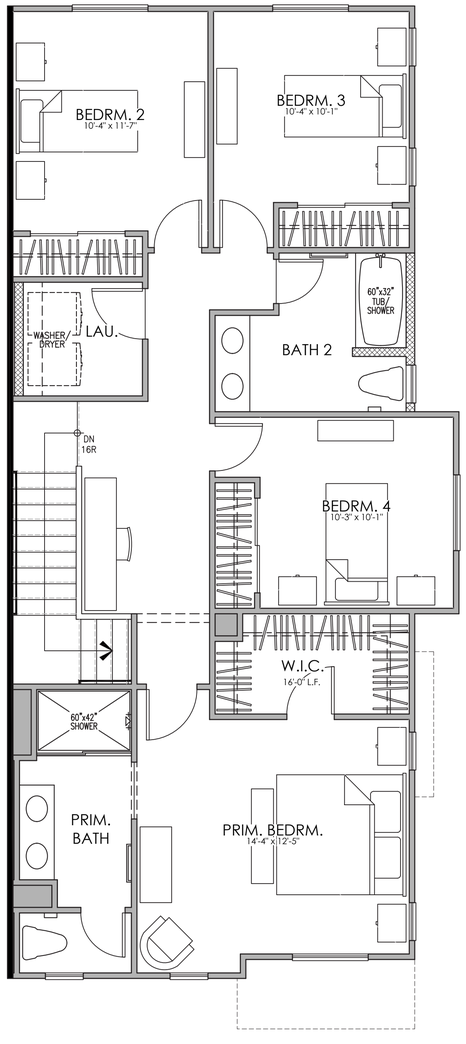
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

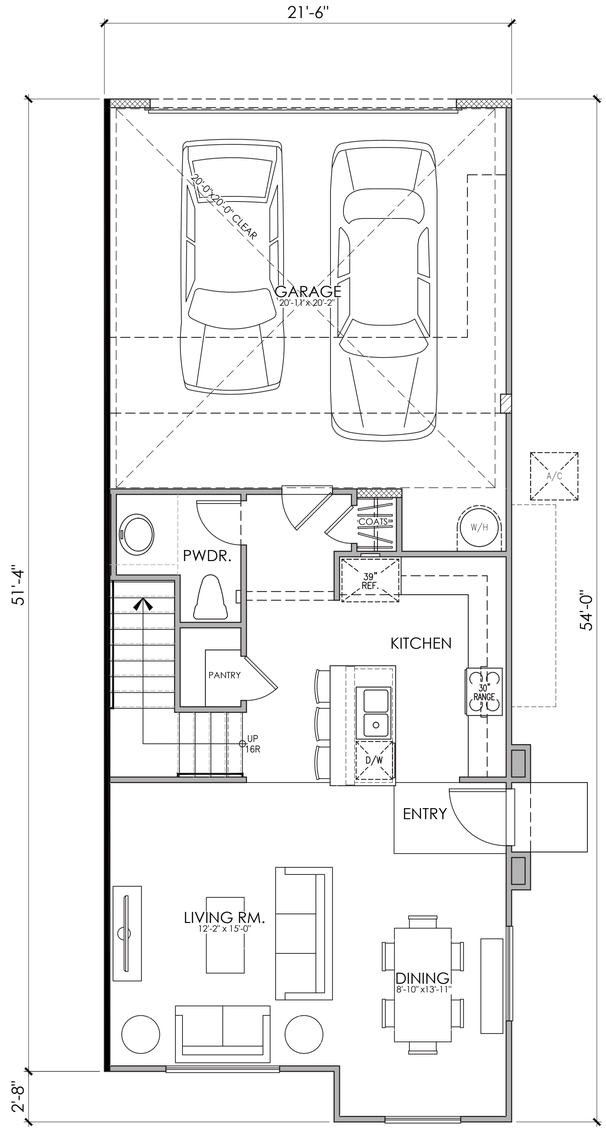
ALLEY LOADED

06/24/2026
A-13

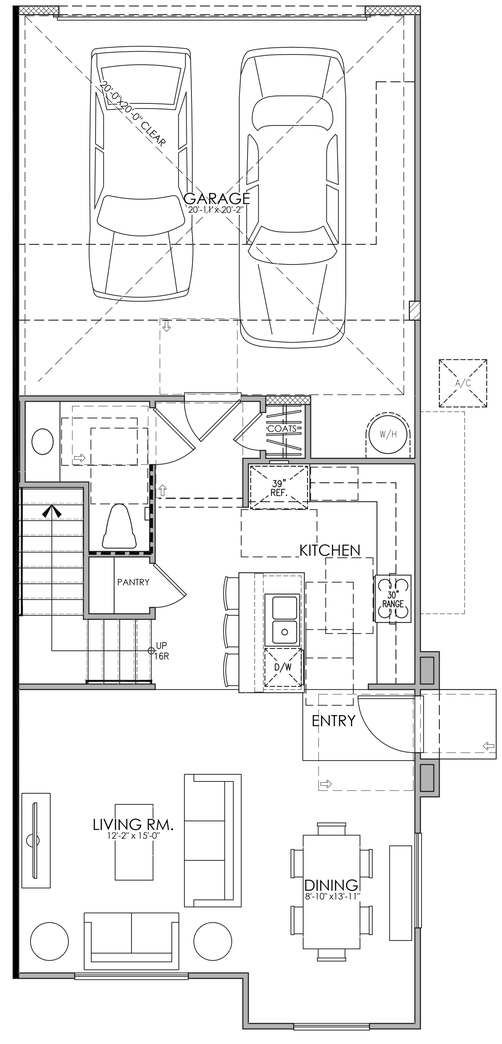
Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR



ADAPTABLE

PLAN 4
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	667 SQ. FT.
SECOND FLOOR AREA	1,055 SQ. FT.
TOTAL DWELLING	1,722 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	462 SQ. FT.

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

PLAN 4
4 BEDROOM, 2.5 BATH
FLOOR PLAN

0 2 4 8 12

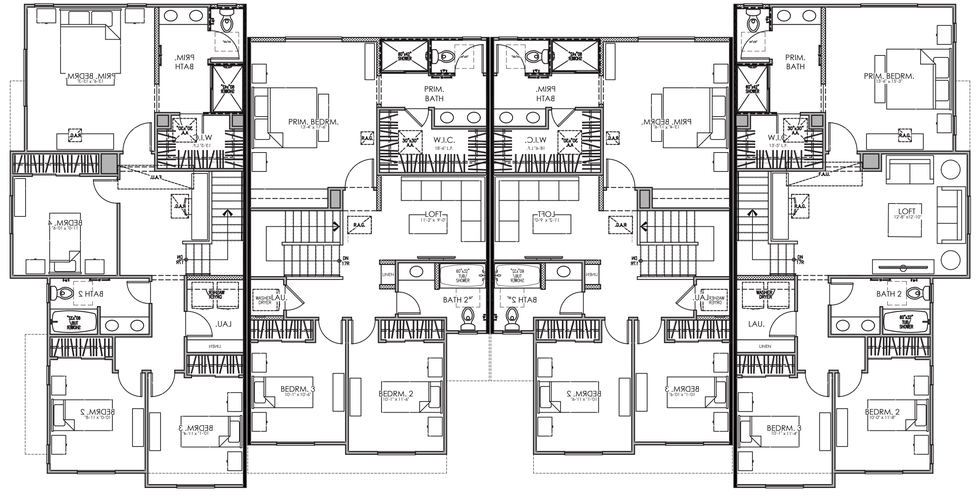
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

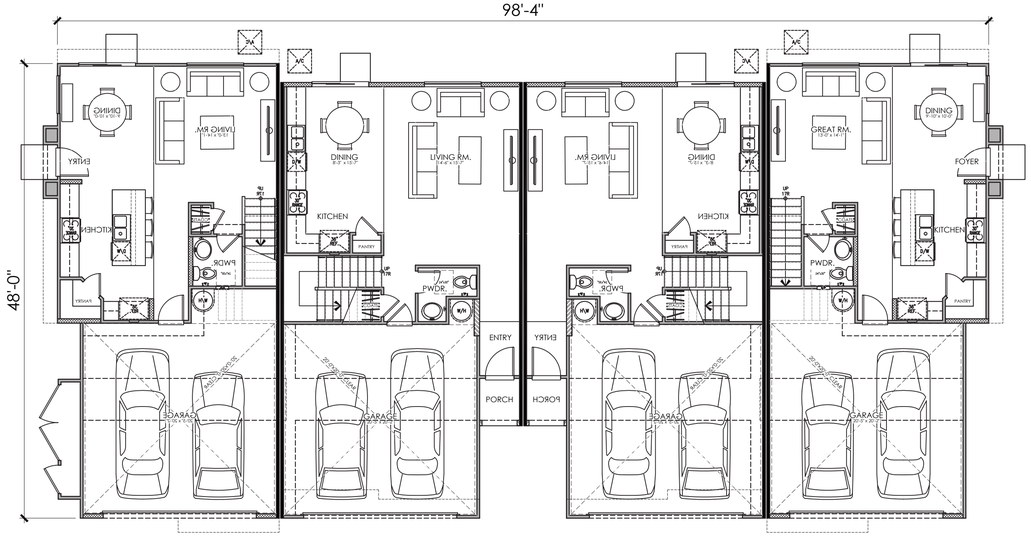
ALLEY LOADED

06/24/2026
A-14

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN



PLAN 3R
1,704 S.F.
4 BDRM., 2.5 BATH

PLAN 1
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1R
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,704 S.F.
3 BDRM., 2.5 BATH, LOFT

FIRST FLOOR PLAN

400A BUILDING COMPOSITE (4-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

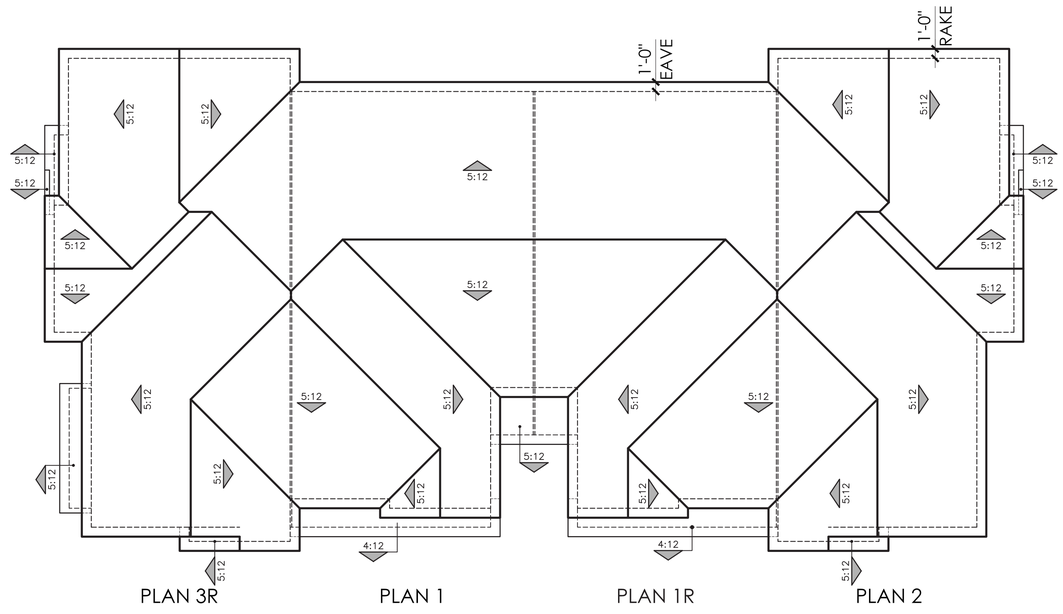
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

06/24/2026
A-15

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

400A BUILDING COMPOSITE (4-PLEX)
ROOF PLAN

0 2 4 8 12

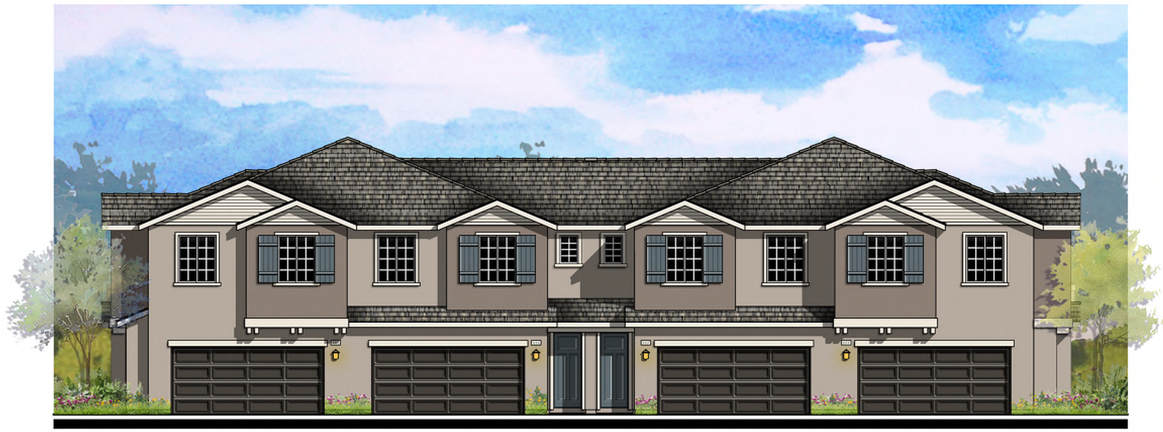
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

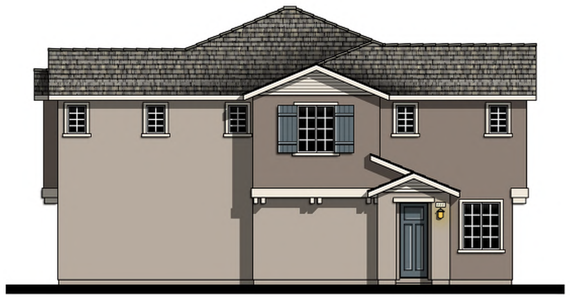
06/24/2026
A-16

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 3R PLAN 1 PLAN 1R PLAN 2

FRONT



PLAN 2

RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	4" LAP SIDING
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM



PLAN 2 PLAN 1R PLAN 1 PLAN 3R

REAR

COLOR SCHEME 2



PLAN 3R

LEFT

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

400A BUILDING COMPOSITE (4-PLEX)

COTTAGE ELEVATIONS

0 2 4 8 12

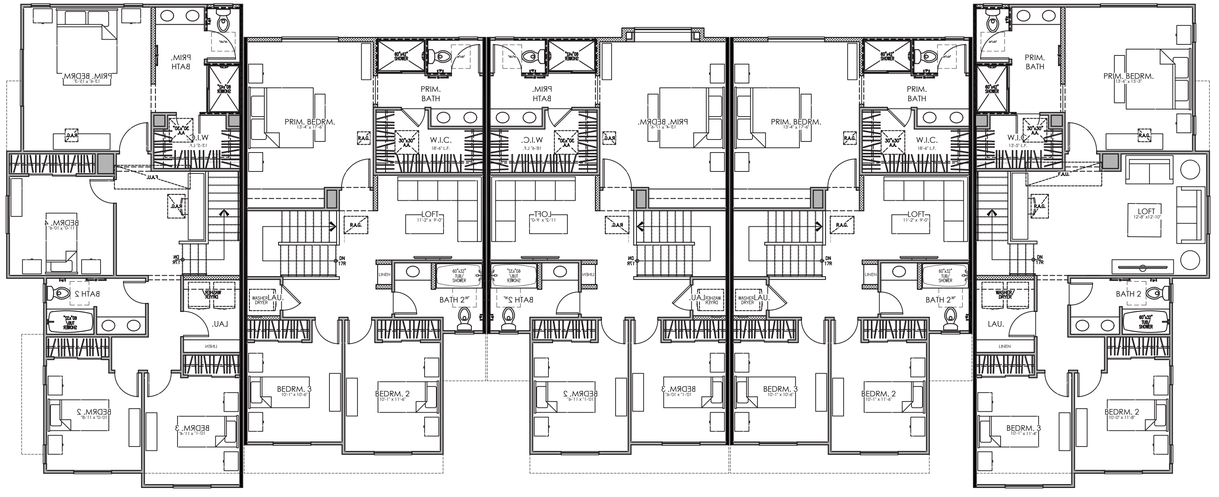
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

06/24/2026
A-17

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN

PLAN 3R
1,704 S.F.
3 BDRM., 2.5 BATH, LOFT

PLAN 1
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1R
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,704 S.F.
3 BDRM., 2.5 BATH

FIRST FLOOR PLAN

500A BUILDING COMPOSITE (5-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

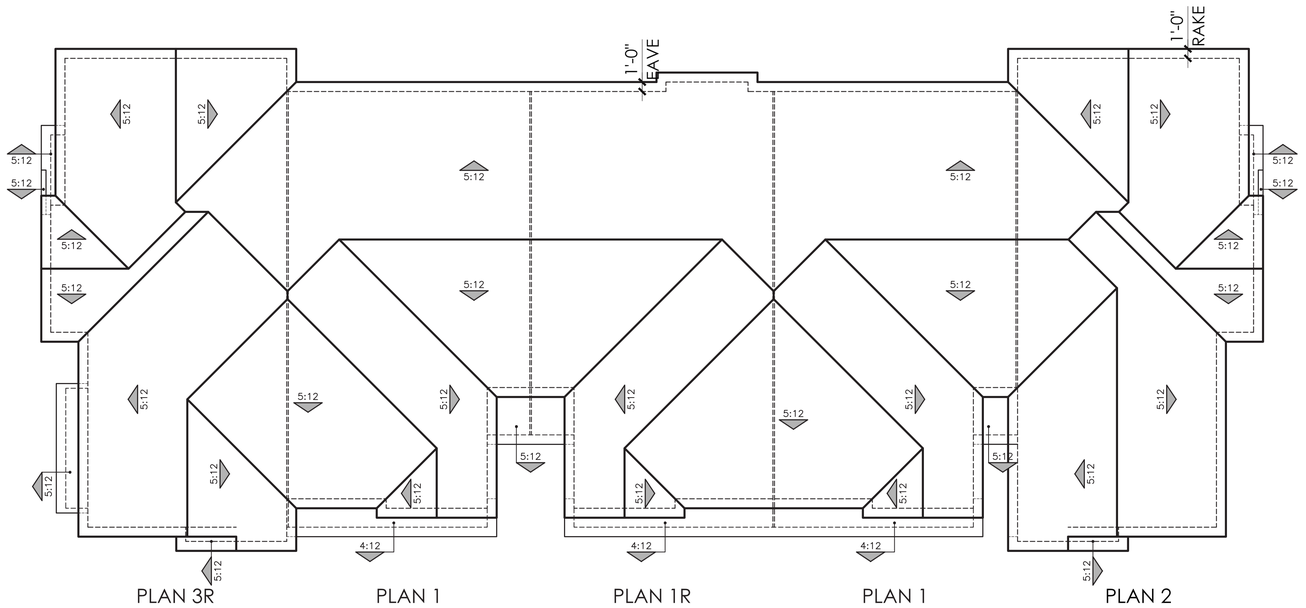
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

06/24/2026
A-18

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

500A BUILDING COMPOSITE (5-PLEX)

ROOF PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

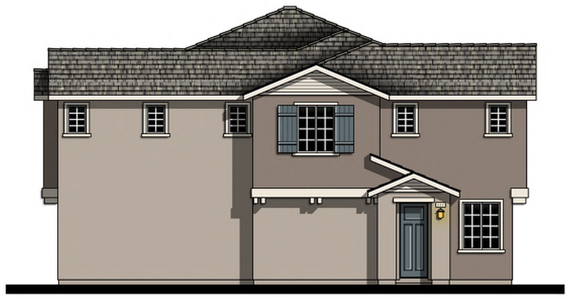
06/24/2026
A-19

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 3R PLAN 1 PLAN 1R PLAN 1 PLAN 2

FRONT



PLAN 2

RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	4" LAP SIDING
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM



PLAN 2 PLAN 1 PLAN 1R PLAN 1 PLAN 3R

REAR

COLOR SCHEME 2



PLAN 3R

LEFT

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

500A BUILDING COMPOSITE (5-PLEX)

COTTAGE ELEVATIONS

0 2 4 8 12

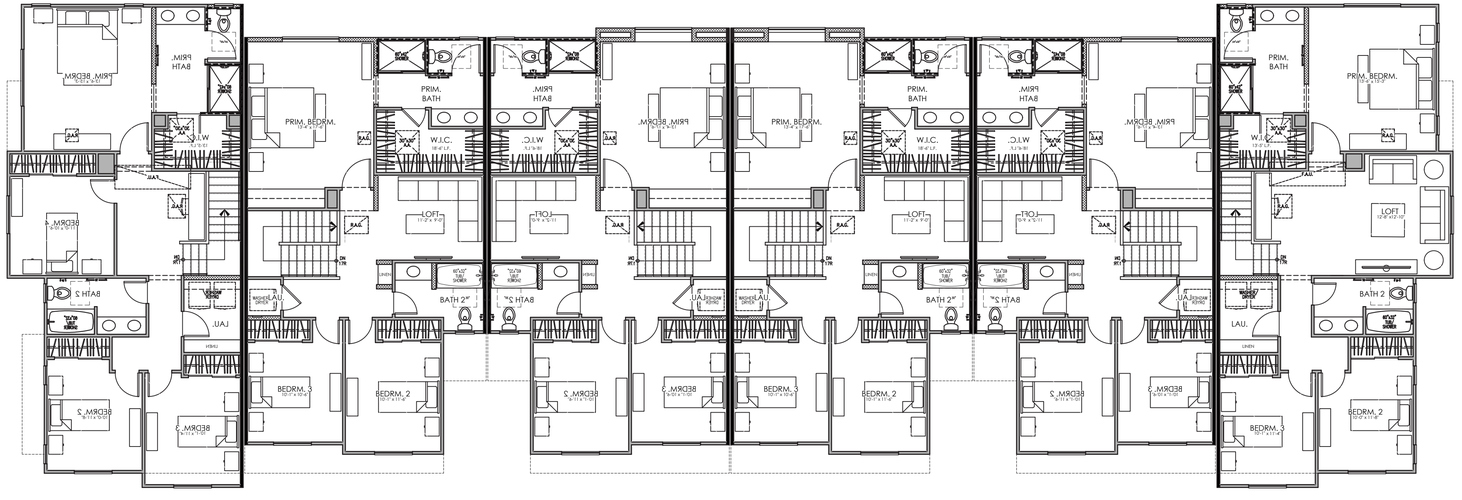
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

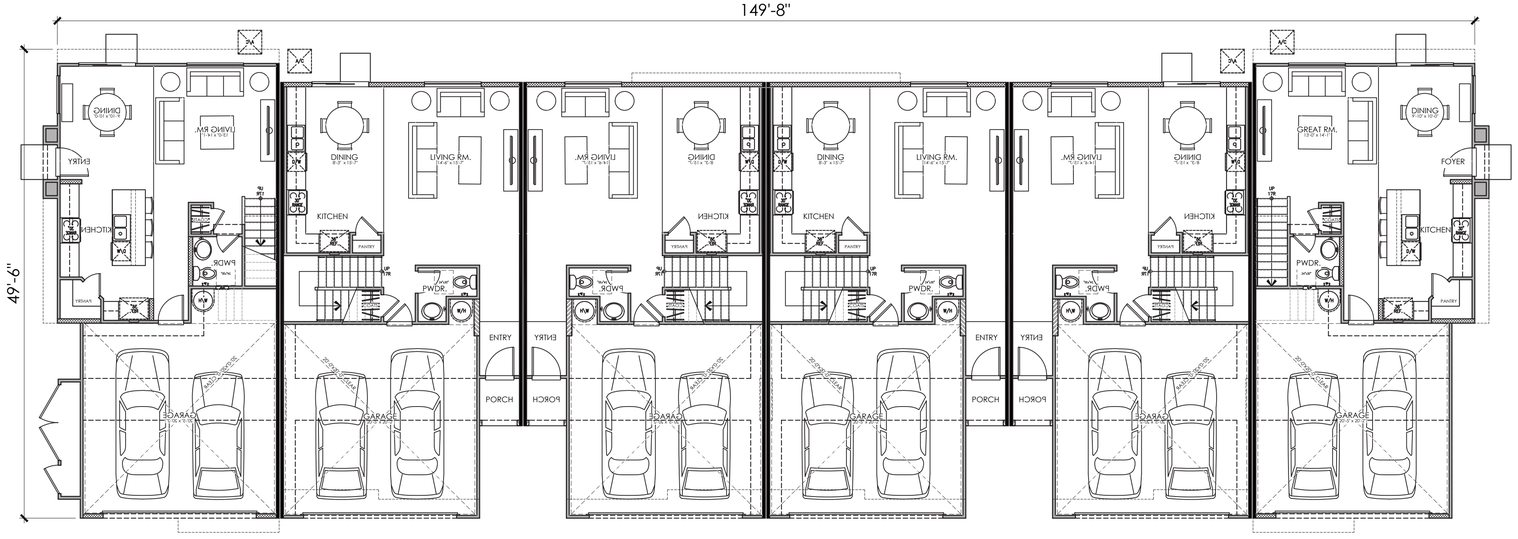
FRONT LOADED

06/24/2026
A-20

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR PLAN



PLAN 3R
1,704 S.F.
4 BDRM., 2.5 BATH

PLAN 1
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1R
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1
1,658 S.F.
3 BDRM., 2.5 BATH

PLAN 1R
1,660 S.F.
3 BDRM., 2.5 BATH

PLAN 2
1,704 S.F.
3 BDRM., 2.5 BATH, LOFT

FIRST FLOOR PLAN

600A BUILDING COMPOSITE (6-PLEX)

FLOOR PLAN

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

0 2 4 8 12

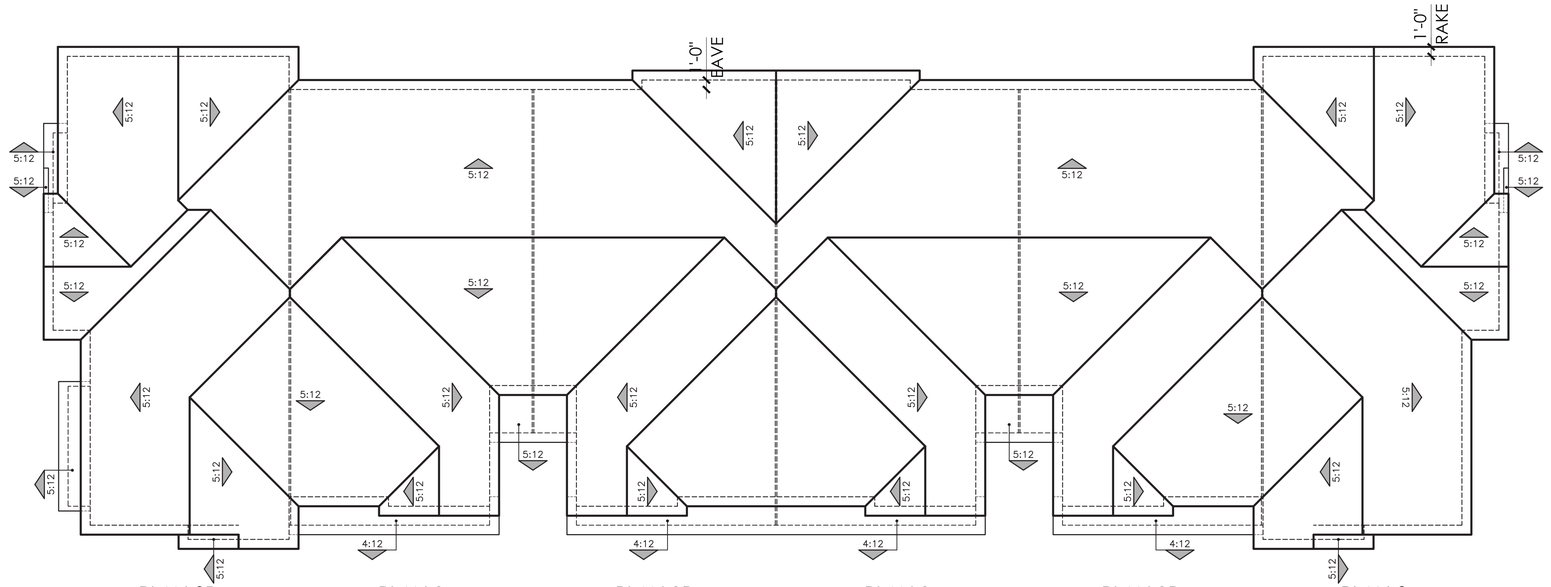
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

06/24/2026
A-21

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

600A BUILDING COMPOSITE (6-PLEX)
ROOF PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

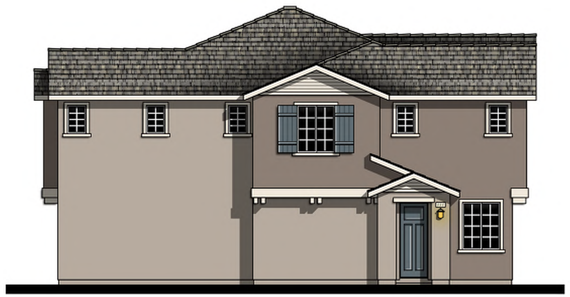
06/24/2026
A-22

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



PLAN 3R PLAN 1 PLAN 1R PLAN 1 PLAN 1R PLAN 2

FRONT

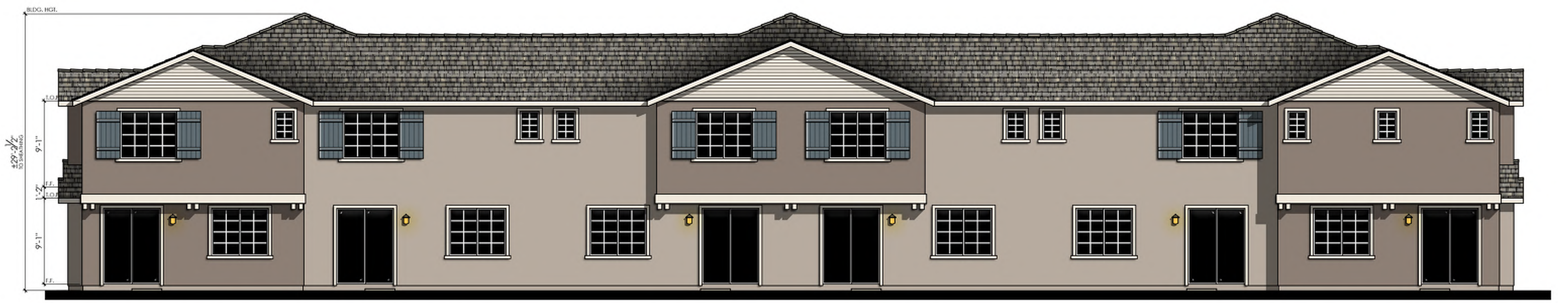


PLAN 2

RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	4" LAP SIDING
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM



PLAN 2 PLAN 1R PLAN 1 PLAN 1R PLAN 1 PLAN 3R

REAR

COLOR SCHEME 2



PLAN 3R

LEFT

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

600A BUILDING COMPOSITE (6-PLEX)

COTTAGE ELEVATIONS

0 2 4 8 12

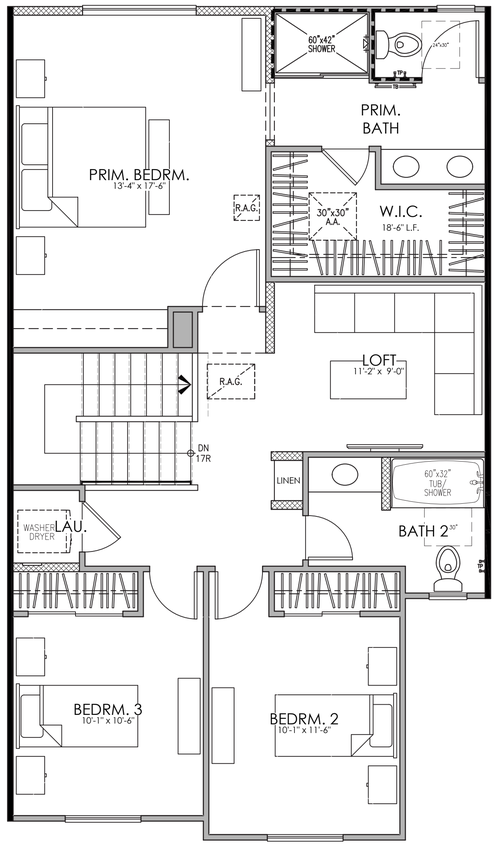
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

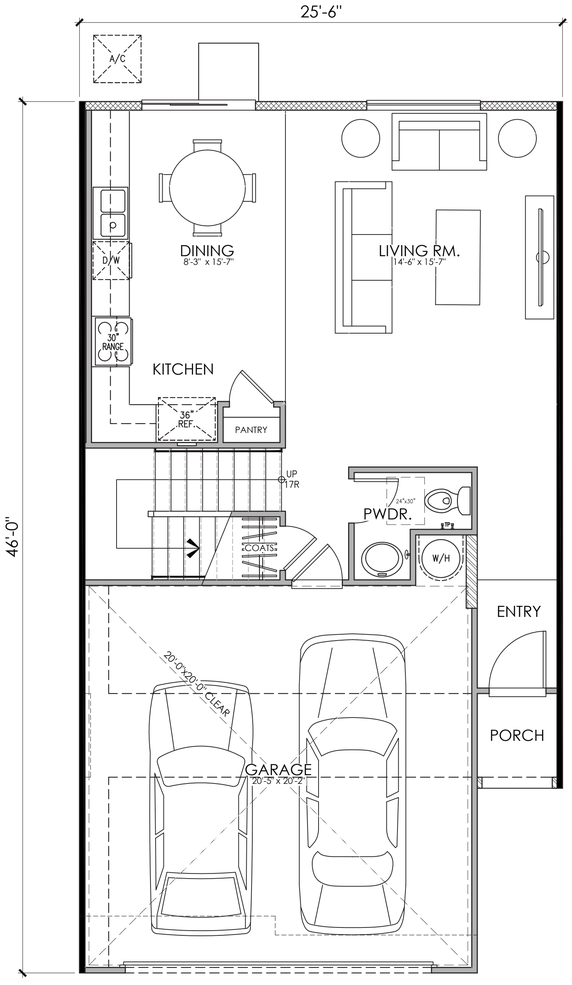
FRONT LOADED

06/24/2026
A-23

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR

PLAN 1
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	672 SQ. FT.
SECOND FLOOR AREA	986 SQ. FT.
TOTAL DWELLING	1,658 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	435 SQ. FT.
PORCH	22 SQ. FT.

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

PLAN 1
3 BEDROOM, 2.5 BATH
FLOOR PLAN

0 2 4 8 12

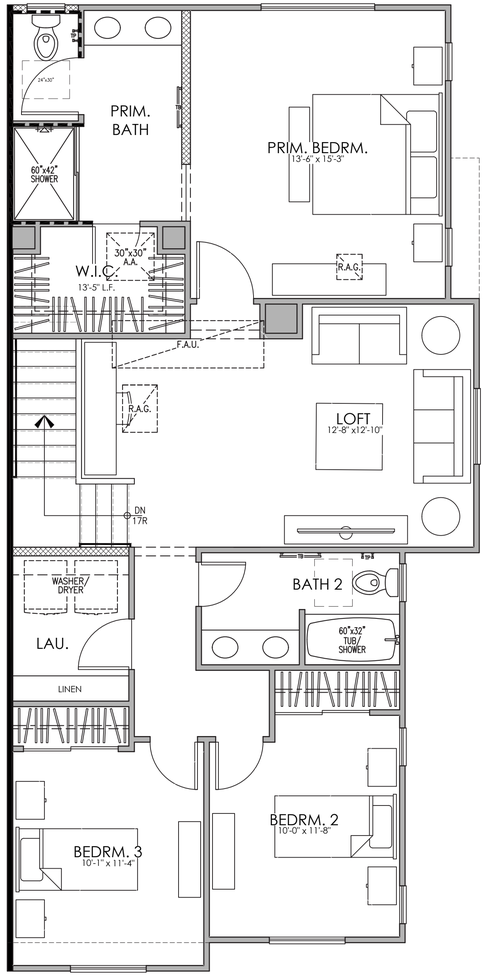
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

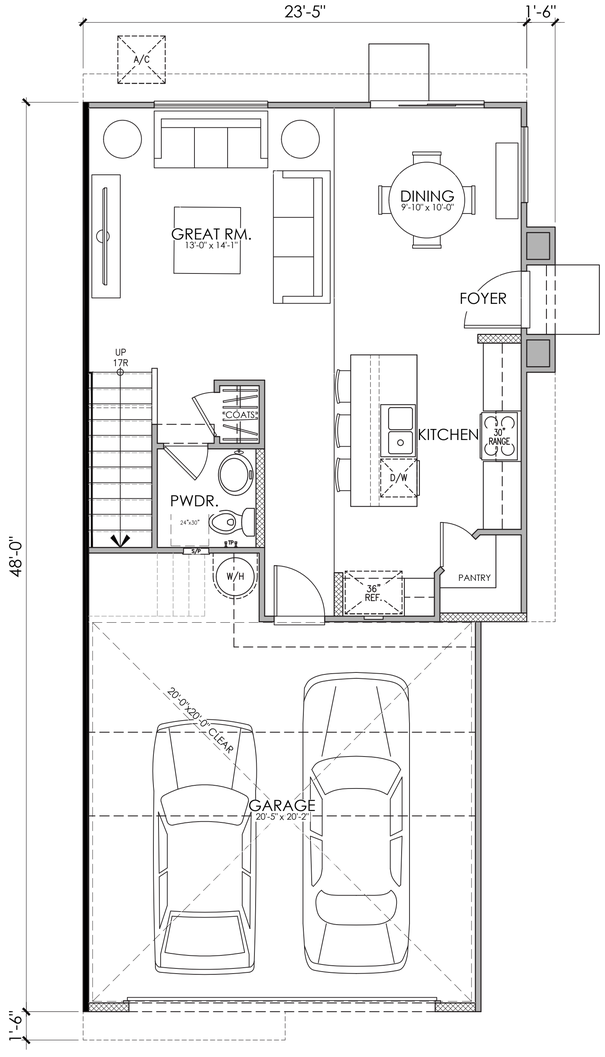
FRONT LOADED

06/24/2026
A-24

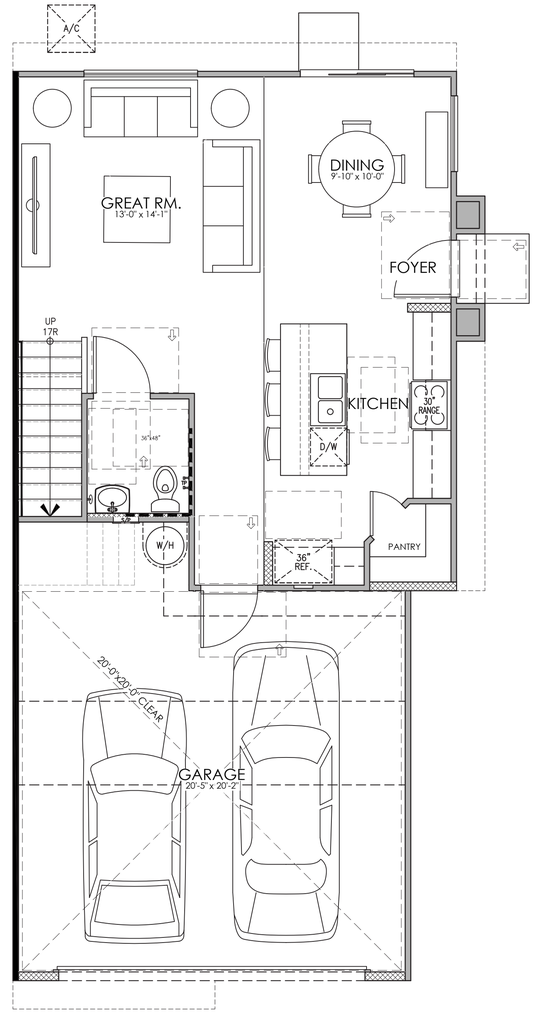
Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR



ADAPTABLE

PLAN 2
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	608 SQ. FT.
SECOND FLOOR AREA	1,096 SQ. FT.
TOTAL DWELLING	1,704 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	466 SQ. FT.

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

PLAN 2
3 BEDROOM, 2.5 BATH, LOFT
FLOOR PLAN

0 2 4 8 12

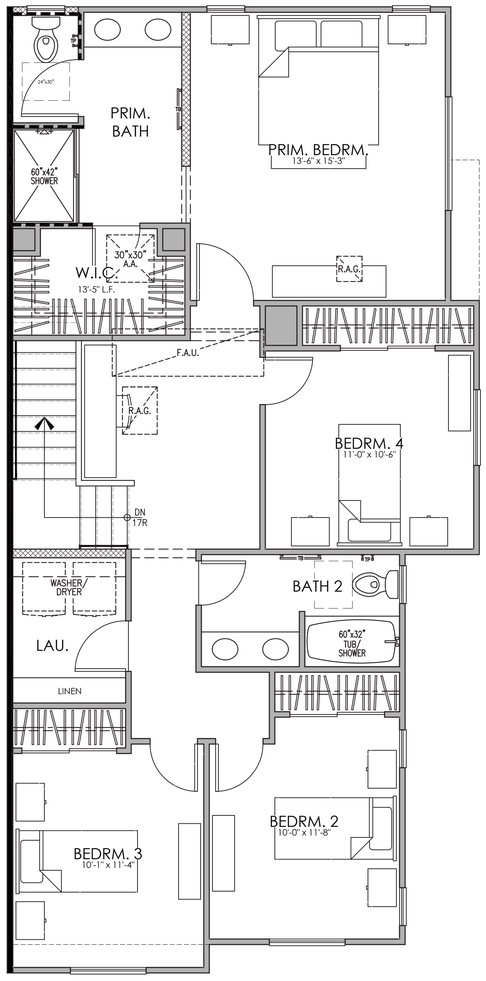
MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

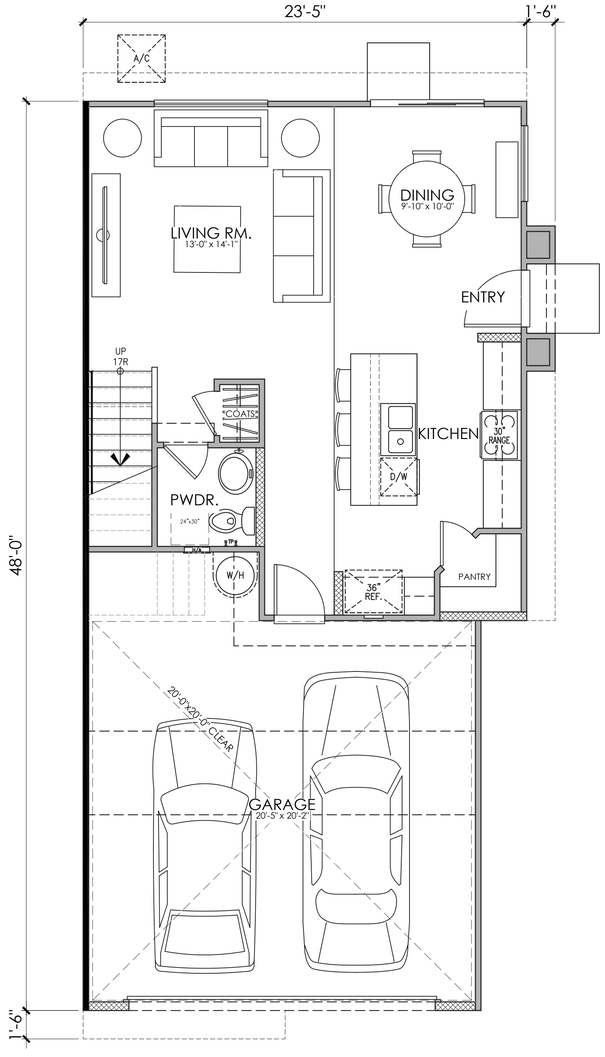
FRONT LOADED

06/24/2026
A-25

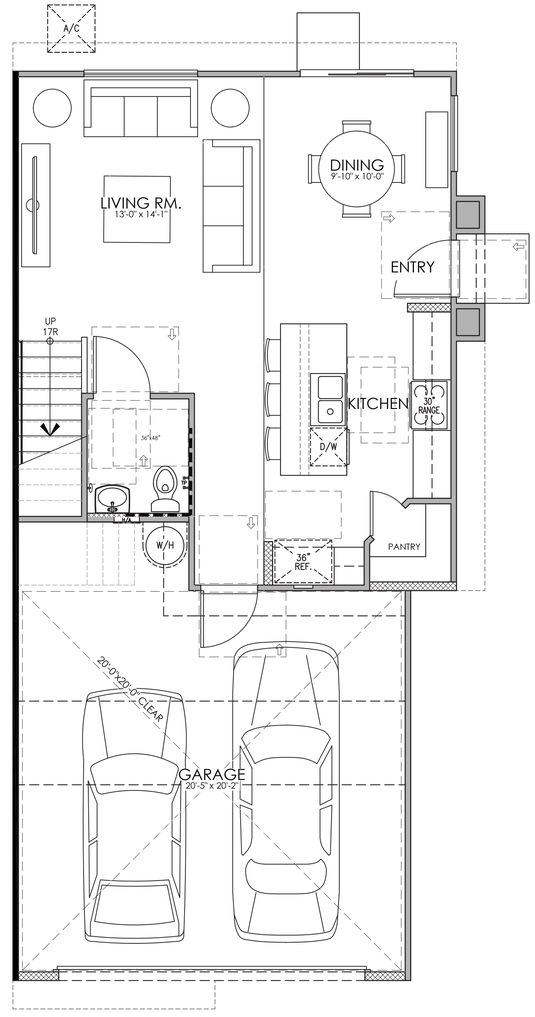
Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE



SECOND FLOOR



FIRST FLOOR



ADAPTABLE

PLAN 3
AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	608 SQ. FT.
SECOND FLOOR AREA	1,096 SQ. FT.
TOTAL DWELLING	1,704 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	466 SQ. FT.

OCCUPANCY: R3 TOWNHOME/U
SPRINKLER SYSTEM: NFPA 13D
CONSTRUCTION: VB
SQUARE FOOTAGE MEASUREMENT TAKEN FROM OUTSIDE WALLS

PLAN 3
4 BEDROOM, 2.5 BATH
FLOOR PLAN

0 2 4 8 12

MV Investments, Inc.

BASELINE & PALMETTO
FONTANA, CA

FRONT LOADED

06/24/2026
A-26

Kevin L. Crook Architect Inc #25039
PLANNING + ARCHITECTURE

CUNNINGHAM DESIGN STUDIO
ARCHITECTURAL COLOR, INTERIOR & LANDSCAPE DESIGN
RESIDENTIAL COMMERCIAL HISTORIC

October 27, 2025

MONTE VISTA HOMES
Project: *BASELINE & PALMETTO*
Fontana, California

EXTERIOR COLORS AND MATERIALS

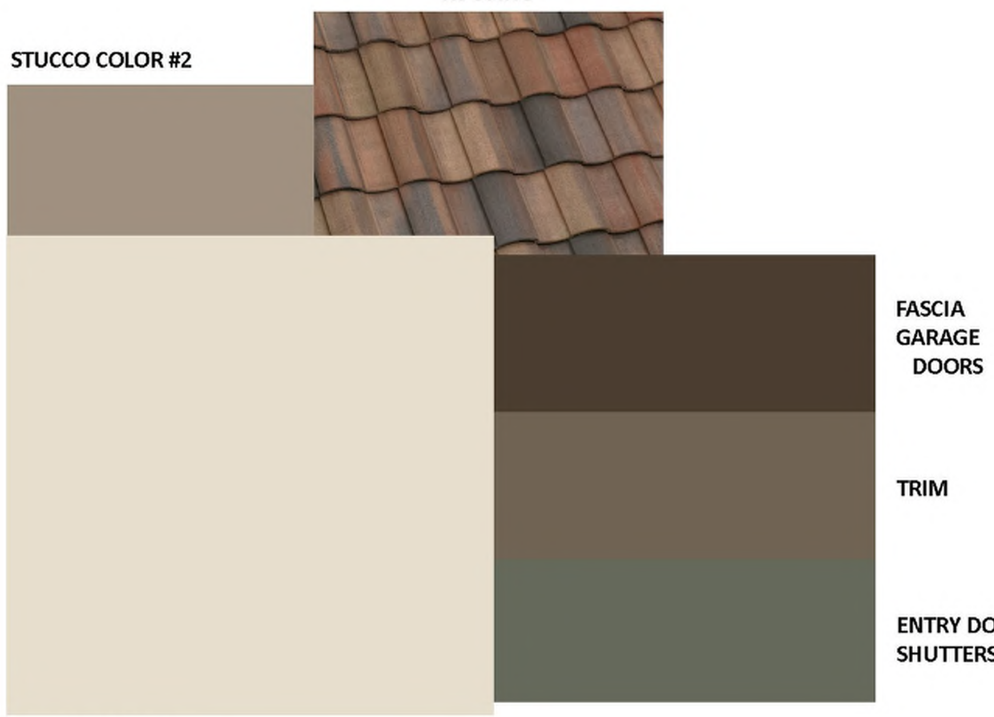
COLOR SCHEME 1 – STYLE: SPANISH ELEVATIONS ONLY

DESCRIPTION	COLOR (Finish)	MANUFACTURER
ROOF MATERIAL: Concrete 'S' Tile	SMC8402 SANTA CRUZ BLEND	EAGLE
BIRDSTOP	BLACK	EAGLE
STUCCO COLOR #1	Match Sherwin Williams SW9180 AGED WHITE	OMEGA
STUCCO COLOR #2	Match Sherwin Williams SW9174 MOTH WING	OMEGA
TRIM COLOR #1 (applied to)***:*** Braces, Eaves, Fascia, Garage Doors	SW9183 DARK CLOVE	SHERWIN WILLIAMS
TRIM COLOR #2 (applied to)***:*** Corbels, Mechanical Doors, Potshelf, Stucco Over Foam Trim, Wood Trim	SW7040 SMOKEHOUSE	SHERWIN WILLIAMS
ACCENT COLOR (applied to)***:*** Entry Doors, Shutters	SW6187 ROSEMARY	SHERWIN WILLIAMS
PRE FAB PIPES	SW6061 TANBARK	SHERWIN WILLIAMS
GUTTERS & DOWNSPOUTS	MATCH ADJACENT COLOR	SHERWIN WILLIAMS

NOTE: **MODIFICATIONS TO SPECIFICATIONS TO BE COORDINATED WITH COLOR DESIGNER**
All Colors and Materials are recommendations based solely upon aesthetic value for the exclusive internal use by ABOVE MENTIONED BUILDER/DEVELOPER. JCACD shall not be held liable for any errors or product failure on manufacturers or contractor/subcontractors part in the field (i.e. stucco, masonry, paint manufacturers errors, painters, etc.). NOTE: PAINT MANUFACTURER DETERMINED BY BUILDER WILL MATCH ALL PAINT NOTED ABOVE. DESIGNER MUST APPROVE MATCHES PRIOR TO APPLICATION IN FIELD. NOTE: ALL PAINT BREAKS TO BE TURNED AT INSIDE CORNERS.

Office: 714.458.5182 e-mail: rcunnin262@msn.com / julie@jcunninghamdesign.com

COLOR SCHEME 1



BASELINE & PALMETTO
Fontana, California

Spanish Elevations

CUNNINGHAM DESIGN STUDIO Office: 714.458.5182 e-mail: julie@jcunninghamdesign.com

CUNNINGHAM DESIGN STUDIO
ARCHITECTURAL COLOR, INTERIOR & LANDSCAPE DESIGN
RESIDENTIAL COMMERCIAL HISTORIC

October 27, 2025

MONTE VISTA HOMES
Project: *BASELINE & PALMETTO*
Fontana, California

EXTERIOR COLORS AND MATERIALS

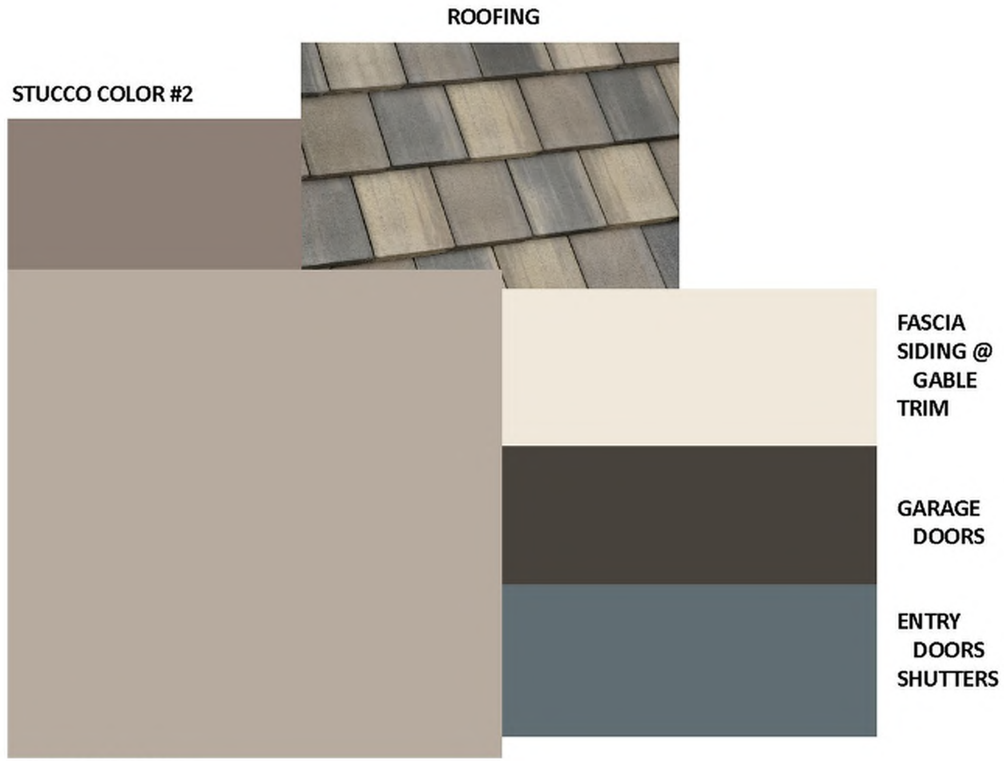
COLOR SCHEME 2 – STYLE: COTTAGE ELEVATIONS ONLY

DESCRIPTION	COLOR (Finish)	MANUFACTURER
ROOF MATERIAL: Concrete Flat Tile	SCB8827 TACOMA BLEND	EAGLE
STUCCO COLOR #1	Match Sherwin Williams SW6073 PERFECT GREIGE	OMEGA
STUCCO COLOR #2	Match Sherwin Williams SW6074 SPALDING GRAY	OMEGA
TRIM COLOR #1 (applied to)**:** Corbels, Eaves, Fascia, Mechanical Doors, Siding @ Gable, Stucco Over Foam Trim, Wood Trim	SW7012 CREAMY	SHERWIN WILLIAMS
TRIM COLOR #2 (applied to)**:** Garage Doors	SW7675 SEALSKIN	SHERWIN WILLIAMS
ACCENT COLOR (applied to)**:** Entry Doors, Shutters	SW7624 SLATE TILE	SHERWIN WILLIAMS
GUTTERS & DOWNSPOUTS	MATCH ADJACENT COLOR	SHERWIN WILLIAMS

NOTE: **MODIFICATIONS TO SPECIFICATIONS TO BE COORDINATED WITH COLOR DESIGNER**
All Colors and Materials are recommendations based solely upon aesthetic value for the exclusive internal use by ABOVE MENTIONED BUILDER/DEVELOPER. JCACD shall not be held liable for any errors or product failure on manufacturers or contractor/subcontractors part in the field (i.e. stucco, masonry, paint manufacturers errors, painters, etc.). NOTE: PAINT MANUFACTURER DETERMINED BY BUILDER WILL MATCH ALL PAINT NOTED ABOVE. DESIGNER MUST APPROVE MATCHES PRIOR TO APPLICATION IN FIELD. NOTE: ALL PAINT BREAKS TO BE TURNED AT INSIDE CORNERS.

Office: 714.458.5182 e-mail: rcunnin262@msn.com / julie@jcunninghamdesign.com

COLOR SCHEME 2



BASELINE & PALMETTO
Fontana, California

Cottage Elevations

CUNNINGHAM DESIGN STUDIO Office: 714.458.5182 e-mail: julie@jcunninghamdesign.com

RESOLUTION NO. PC 2026-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING, PURSUANT TO A DETERMINATION THAT THE PROJECT HAS BEEN REVIEWED UNDER A PREVIOUSLY CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE WALNUT VILLAGE SPECIFIC PLAN (SCH NO. 202305027), TENTATIVE TRACT MAP NO. 25-0008 (TTM NO. 20863) TO ESTABLISH A CONDOMINIUM MAP FOR A 108 UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND APPROVING DESIGN REVIEW NO. 25-0037 FOR SITE AND ARCHITECTURAL REVIEW OF 108 TOWNHOME UNITS AND ASSOCIATED SITE IMPROVEMENTS ON APPROXIMATELY 6.7 ACRES LOCATED NEAR THE NORTHWEST CORNER OF BASELINE AVENUE AND PALMETTO AVENUE AND IDENTIFIED AS ASSESSOR PARCEL NUMBERS 0240-161-29, -33, -37), AND -36.

WHEREAS, Assessor Parcel Numbers ("APNs") 0240-161-29, -33, -36, and -37 ("Project Site") were annexed from San Bernardino County into the City of Fontana on October 16, 1980; and

WHEREAS, on December 4, 2025, the City of Fontana (City") received an application from MC RE Holdings, LLC ("Applicant"), for a Tentative Tract Map No. 25-0008 ("TTM No. 20863") for a condominium map for residential development, and a Design Review ("DRP No. 25-0037") for development of 108 townhome units with associated site improvements at the Project Site ("The Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Multi-Family Residential (R-MF) and is located within the Gateway East District of the Walnut Village Specific Plan zoning district, which allows for such projects; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub Res. Code Section 2100) ("CEQA") Guidelines and the State CEQA Guidelines (14 Cal Code Regs. Section 1500), the city, acting as the lead agency under CEQA, previously determined that an Environmental Impact Report (EIR) must be prepared to evaluate and disclose all potential significant environmental impacts associated with the Walnut Village Specific Plan; and

WHEREAS, on July 23, 2024, the city certified the Final Environmental Impact Report ("FEIR") (SCH No. 202305027) for the Walnut Village Specific Plan. The FEIR consists of the Draft EIR, comments received during the 45-day public review and comment period on the Draft EIR, written responses to those comments, and revisions documented in an errata section. For the purposes of this Resolution, the term "FEIR" refers to the Draft EIR as revised by the errata, along with all other sections comprising the Final EIR; and

WHEREAS pursuant to the California Environmental Quality Act (CEQA) Section 15162 through 15164, none of the criteria requiring a subsequent environmental document

have been met and further environmental analysis is not required and a Notice of Determination has been prepared; and

WHEREAS, copies of the FEIR were available during the public review period at City Hall and on the City's website; and

WHEREAS, on August 4, 2026, a duly noticed public hearing on Tentative Tract Map No. 20863 (TTM No. 25-0008), and DRP No. 25-0037, 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, 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; a notice of the public hearing was published in the San Bernardino Sun newspaper on July 25,2026, and a notice of the public hearing was simultaneously displayed at City Hall and at the Project Site; and

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

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit "A"** for Tentative Tract Map No. 25-0008 (TTM No. 20863), and **Exhibit "B"** for DRP No. 25-0037; and

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, including the staff report, findings, and all of the information, evidence, and testimony presented at its public hearing on August 4, 2026; and

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

NOW, **THEREFORE**, the Planning Commission RESOLVES as follows:

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

Section 2. CEQA. The Planning Commission has reviewed and considered the Walnut Village Specific Plan FEIR and Mitigation Monitoring and Reporting Program, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The Planning Commission hereby determines that the previously adopted Environmental Impact Report (SCH No. 202305027) has adequately identified that impacts associated with this Project, and no previously reviewed impact areas have changed pursuant to CEQA Sections 15162 through 15164. The Planning Commission further finds no further review is required in compliance with the State CEQA Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the FEIR and all related information presented to the Planning Commission, the Planning Commission finds that the preparation of a subsequent or supplemental EIR is not required for the Project because the Project:

A. Will not result in substantial changes that would require major revisions of the Walnut Village Specific Plan FEIR 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 Proposed Project are developed that would require major revisions of the Walnut Village Specific Plan FEIR 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 been known with the exercise of reasonable diligence at the time the Walnut Village Specific Plan FEIR documents were certified showing any of the following:

(i) The Proposed 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 considerably different from those analyzed would substantially reduce one or more significant effects on the environment but which the lead agency declined to adopt.

Section 4. Notice of Determination. The Planning Commission hereby determines that the Project was analyzed under the previously certified EIR for the Walnut Village Specific Plan Project Final Environmental Impact Report (SCH No. 202305027) that was prepared pursuant to State CEQA Guidelines Section 15162 and 15164 along with the City of Fontana 2019 Local Guidelines for Implementing CEQA, and that no additional environmental review is required. The Planning Commission directs staff to file a Notice of Determination with the San Bernardino County Clerk and the Office of Planning and Research within five (5) working days of approval of the Project.

Section 5. Tentative Tract Map Findings. The Planning Commission hereby makes the following findings for TTM No. 25-0008 (TTM No. 20863) pursuant to Section 30-293 of the Fontana Zoning and Development code, and in accordance with Section No. 26-55(e) "Processing of application", of the Fontana Municipal Code:

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

Findings of Fact: Tentative Tract Map No. 25-0008 (TTM No. 20863) is consistent with the

General Plan Land Use designation for the Project Site, which is Multi-Family Residential (R-MF). The tentative tract map proposes to form a condominium map to facilitate the construction of 108 townhome-units, The project complies General Plan Goal 2 (General Plan 15.34) which calls for creating “connected neighborhoods”. The project also promotes Goal 7 which calls for the development of high-quality development by providing a range of different attractive and comfortable housing types, an interconnected, walkable neighborhood, and integrating the project into the existing street grid.

The project is located in the Gateway East district of the Walnut Village Specific Plan, which allows multi-family development with a density range of 12-24 dwelling units per acre, which is permitted under the land use designation and within the Walnut Village Specific Plan. The proposed project has a residential density of 16 dwelling units per acre.

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

Findings of Fact: The site design for TTM No. 25-0008 (TTM No. 20863) is consistent with the General Plan. The Project includes all on-site and off-site improvements to meet the goals and objectives of the General Plan. Specifically, it is consistent with General Plan Goal 2 (General Plan 15.34) that calls for creating “connected neighborhoods”. Improvements include public sewer, public storm drain, streets, gutters, sidewalks, drainage and grading to provide safe and well-designed development. Additionally, the project promotes Goal 7 of the General Plan, which calls for the development of high-quality residential projects by providing a range of attractive and comfortable housing types, interconnected and walkable neighborhoods, and integrating the project into the existing street grid. The Project complies with all applicable development and design standards for the Gateway East District of the Walnut Village Specific Plan.

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

Findings of Fact: The Project Site of approximately 6.7 gross acres is adequate in size to accommodate the residential development. There are two existing single-family dwellings on the site, which will be demolished in connection with the Project. The Project Site is relatively flat, which is conducive for the Project. The Project has vehicle and pedestrian access points on Baseline Avenue and Palmetto Avenue as well as emergency vehicle access on Melon Avenue, which is suitable for the type and residential density proposed.

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

Findings of Fact: The design of the condominium map and the proposed improvements comply with the City of Fontana's Municipal code requirements, conditions of approval (referenced herein), and will not have any impact on the environment or substantial or avoidable injury to fish, wildlife, or their habitat. The Project Site is in an area that has been previously disturbed by human activity and is surrounded by development and would not support sensitive wildlife.

The previously adopted FEIR (SCH No. 202305027) for the Walnut Village Specific Plan adequately identified the impacts associated with the Project. Based on the information contained in the FEIR, the Project would not have a significant effect on the environment. The use is consistent with the Land Use Designation and the Gateway East district of the Walnut Village Specific Plan. The design of the subdivision map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

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

Findings of Fact: The design of TTM No. 25-0008 (TTM No. 20863) will not cause public health problems. The development will comply with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer and public storm drain systems, construction of new sidewalks to connect to existing sidewalks, and drainage and grading improvements to ensure a safe and well-designed Project. These enhancements will promote the public health, safety, and welfare of the surrounding community and are designed so that the Project will not create conditions that could cause serious public health problems. Therefore, this Project will promote public health, safety, and welfare of the surrounding community and will not cause public health problems.

Finding No. 6: The design of the subdivision or the type of improvement 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 TTM No. 25-0008 (TTM No. 20863) and associated public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site will be provided by driveways on Baseline Avenue or Palmetto Avenue as well as by emergency vehicle access on Melon Avenue.

Section 6. Design Review Findings. The Planning Commission hereby makes the following findings for DRP No. 25-0037 in accordance with Section No. 30-120, "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: The proposal is consistent with the general plan, Zoning and Development Code, and any specific plan or area plan.

Findings of Fact: The project complies with all applicable standards of the General Plan and Zoning and Development Code and the Walnut Village Specific Plan. The Project includes the development of 108 townhome units on 6.7 acres. The Project will be appropriate and compatible with the surrounding residential land uses. The variations to the building face, roof lines and building height will make the Project architecturally pleasing and consistent with the surrounding area.

The project has attractive architecture and landscaping. The architectural features include Spanish and Cottage architectural styles. Key features of the Spanish style buildings are a light neutral color scheme, window shutters, decorative clay pipes, arch details, and concrete S-tile. Cottage style buildings feature a neutral color scheme, window shutters, horizontal siding, and decorative window trim. Landscaping is provided throughout the Project and complies with all applicable standards. Though not required, the Applicant has included two recreation areas that consist of a children's playground, seating, pedestrian path, and a shade structure. The Project is as safe in design as is otherwise required by the Walnut Village Specific Plan and the Fontana Municipal Code.

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

Findings of Fact: The Project will incorporate site improvements which include new landscaping, parking, lighting, fencing, curb, gutter, and sidewalks. The Project consists of the construction of 108 townhome units on approximately 6.7 gross acres. The development will be built pursuant to all applicable building, zoning and fire codes, in addition to the Conditions of Approval attached hereto as Exhibit A and B referenced herein.

The project includes improvements along Baseline Avenue, Palmetto Avenue and Melon Avenue. The Project has high quality architectural design, appropriate screening from the public right-of-way and will be an appropriate and desirable development. Therefore, the Project promotes public health, safety, and welfare of the occupants and surrounding community. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments.

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

Findings of Fact: The residential Project has been designed to enhance and complement the surrounding neighborhood. The Project proposes two architectural themes for the units: Spanish and Cottage. The result is a high-quality architectural design appropriate and desirable for the surrounding neighborhood. The development will enhance the character of the surrounding neighborhood

through appropriate attention to aesthetics and design.

Architectural relief utilized for the buildings will feature stucco coated exterior, decorative metal accents, decorative lighting, varied roof lines, window shutters and window trim. The use of accent colors and materials add architectural variety to each building. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments and found to meet or exceed the requirements for all applicable building code, zoning, and fire code standards, as well as the Walnut Village Specific Plan.

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

Findings of Fact: The development complies with the FMC and the Walnut Village specific Plan. Improvements including sidewalks, fencing, drainage, and grading, which will provide a safe and well-designed neighborhood.

The Project Site improvements have been reviewed by the Fire, Building and Safety, and Engineering Departments. During the project review process, changes were made to the plans to ensure that the Project is a well-designed project. Street lighting and on-site lighting have been included to provide ample visibility at night. Landscaping has been incorporated to create an attractive atmosphere along adjacent parcels.

Section 7. Approvals. Based on the foregoing, the Planning Commission hereby approves TTM No. 25-0008 (TTM No. 20863), and DRP No. 25-0037 subject to the Findings and Conditions of Approval attached hereto as "**Exhibit A**" for Tentative Tract Map No. 25-0008 (TTM No. 20863) and "**Exhibit B"** for Design Review No. 25-0037 and incorporated herein by this reference.

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. This information is provided in compliance with Public Resources Code section 21081.6.

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 this 4th day of August 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 4th day of August 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. 25-0088 **DATE:** August 4, 2026
Tentative Tract Map No. 25-0008(TTM No. 20863)

LOCATION: Adjacent to the parcel located at the northwest corner of Baseline Avenue and Palmetto Avenue (APNs: 0250-161-29, -33, -36, and -37).

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 Conditions of Approval imposed on this project have been fulfilled.

2. This Tentative Tract Map (TTM No. 20863) shall become null and void two (2) years from the date of approval as specified in Section 30-297 of the Zoning and Development Code unless it has been extended as provided for in Section 26-58 of the Fontana Municipal Code.

3. The applicant shall defend, indemnify, and hold harmless the City of Fontana or its agents, officers, and employees from any claim, action or proceeding against the City of Fontana or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission and/or City Council concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions

challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

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

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

4. Tentative Tract Map No. 25-00003 (TTM No. 20863) shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development, and the Subdivision Map Act.

5. 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.

6. Historic Archaeological Resources
    a. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

    b. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological

resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the even that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a 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. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. 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. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

7. 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:

      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.

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. As determined by the City, the Applicant shall be responsible for submitting all the necessary documents in accordance with the City's requirements for the formation or annexation into a CFD, obtaining approval of the CFD boundary map. The first public hearing for the formation of the CFD for the project shall be conducted prior to map recordation.

SAN BERNARDINO COUNTY FIRE DEPARTMENT

10. Jurisdiction. The above referenced project is under the jurisdiction of the San Bernardino County Fire Department 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.

11. Fire Fee. The required fire fees shall be paid to the Fire Department.

12. Fire Condition Letter Expiration. Fire Condition Letters shall expire on the date determined by the Planning Division or Building and Safety.

13. Inspection by Fire Department. Permission to occupy or use the building (Certification of Occupancy or Shell Release) will not be granted until the Fire Department inspects, approves and signs off on the Building and Safety job card for "fire final".

14. Building Plans. Building Plans shall be submitted to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal.

15. Combustible Protection. Prior to combustibles being placed on the project site an approved all-weather fire apparatus access surface and operable fire hydrants with acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy.

16. Combustible Vegetation. Combustible vegetation shall be removed as follows:

    A. 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.

    B. Where the average slope of the site is 15% or greater - Combustible vegetation shall be removed a minimum of one hundred (100) feet from all structures or to the property line, whichever is less. County Ordinance #3586

17. Private Road Maintenance. The applicant shall construct and maintain all such roads. In addition, the applicant shall provide the Fire Department with a signed maintenance agreement as detailed in the General Requirement conditions for ongoing road

maintenance and snow removal (where applicable). This shall include all primary and secondary access routes that are not otherwise maintained by a public agency.

18. Access – 30% slope. Where the natural grade between the access road and building is more than thirty percent (30%), an access road shall be provided within one hundred and fifty (150) feet of all buildings. Where such access cannot be provided, a fire protection system shall be installed. Plans shall be submitted to and approved by the Fire Department.

19. Access. The development shall have a minimum of three points of vehicular access. These are for fire/emergency equipment access and for evacuation routes.

    A. Single Story Road Access Width. 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.

    B. Multi-Story Road Access Width. 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.

20. Street Parking. Parking of vehicles shall not be allowed to obstruct fire apparatus access at any time. The following criteria shall be used to determine whether parking is allowed on fire access roadways:

    A. Parking is not permitted on roadways that are less than thirty-two (32) feet in width.

    B. In addition, parking that is perpendicular or diagonal to the edge of the roadway shall not obstruct the required minimum width of twenty-six (26) feet for fire access.

21. Access Road Grade. Fire access roadways shall not exceed a maximum of twelve (12%) percent grade at any point. Fire access roadways or driveways may be increased to fourteen (14%) percent grade for a distance not to exceed five hundred (500) feet. Fire access roadways providing access to no more than two (2) one or two-family dwellings may be increased to a maximum of sixteen (16%) percent grade not to exceed five hundred (500) feet. Grades across the width of a fire access roadways shall not exceed five (5%) percent. In order to accommodate proper angles of approach and departure, gradient shall not exceed five (5%) percent change along any ten (10) foot section.

22. Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Road surface shall meet the approval of the Fire Chief prior to installation. All roads shall be designed to 85% compaction and/or paving and hold the weight of Fire Apparatus at a minimum of 80K pounds.

23. Access – 150+ feet. Roadways exceeding one hundred fifty (150) feet in length shall be approved by the Fire Department. Roadways shall be extended to within one hundred fifty (150) feet of and shall give reasonable access to all portions of the exterior walls of the first story of any building.

24. Primary Access Paved. Prior to building permits being issued to any new structure, the primary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

25. Secondary Access Paved. Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

26. Fire Lanes. The applicant shall submit a fire lane plan to the Fire Department for review and approval. Fire lane curbs shall be painted red. "No Parking, Fire Lane" signs shall be installed on public/private roads in accordance with the approved plan.

27. Street Sign. This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the street corner nearest to the project. Installation of the temporary sign shall be prior to any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed.

28. Fire Flow Test. Please provide a fire flow test report from your water purveyor that has been completed in the last six months demonstrating that the fire flow demand is satisfied.

29. Water System. Prior to any land disturbance, the water 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 California Fire Code. The Fire Flow for this project shall be: 1,625 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 14,514 sq. ft. structure.

30. F30 Water System Residential. A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Detached single family residential developments may increase the spacing between hydrants to be no more than six hundred (600) feet and no more than three hundred (300) feet (as measured along vehicular travel-ways) from the driveway on the address side of the proposed single-family structure.

31. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the job site.

32. Water System Upgrade. The existing fire flow/hydrant system is insufficient or not existing. The applicant shall upgrade the existing fire hydrant(s) with required fire flow that complies with standards or contact the Fire Department regarding application processing for alternate fire protection measures.

33. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall

be installed as specified by the Fire Department. In areas where snow removal occurs, or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

34. Fire Sprinkler NFPA 13D. An automatic life safety fire sprinkler system complying with NFPA Pamphlet #13D and Fire Department standards is required. The applicant shall hire a licensed fire sprinkler contractor or be an approved owner/builder. The fire sprinkler contractor/installer shall submit plans with hydraulic calculations and manufacture specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. Minimum water supply shall be in accordance with current fire department standards. The applicant or contractor shall contact their local water purveyor to obtain specifications on installing a residential fire sprinkler system within the jurisdiction of the water purveyor. The applicant shall attach a letter from the water purveyor indicating the types of systems allowed in that jurisdiction.

35. Residential Addressing. The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (½) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is one hundred (100) feet or more from the roadway, the street address shall be displayed at the property entrances with numbers that are a minimum of four (4) inches in height and one half (½) inch stroke.

36. Illuminated Site Diagram. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. Plans for the illuminated site diagram shall be submitted on the construction plans.

37. Key Box. An approved Fire Department key box is required. In commercial, industrial and multi-family complexes, all swing gates shall have an approved fire department Lock (Knox ®).

38. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with the California Fire Code.

39. Proposal Changes. Any changes to this proposal shall require a new Fire Department condition letter.

ENGINEERING DEPARTMENT – LAND DEVELOPMENT DIVISION

40. 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.

41. 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.

42. 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

43. 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.

44. 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.

45. 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.

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

PRIOR TO MAP RECORDATION

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

48. 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.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

49. The Applicant shall record Tract Map 20863, lot line adjustments, right-of-way dedications, easements, and a reciprocal access agreement as required for the development.

50. 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

51. 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 prior first occupancy.

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

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

ENGINEERING DEPARTMENT – TRAFFIC DIVISION

59. 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 Palmetto Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

B. The Project may have a single ingress/egress point along Baseline 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.

C. Ingress and egress restrictions on Baseline Avenue shall be reinforced with a raised median island.

D. Where emergency vehicle access to the public Right-of-Way is required or provided, such access points shall be designed and constructed to permit emergency vehicle ingress/egress only. Regular ingress/egress shall not be permitted at emergency vehicle access points.

60. 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.

61. 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 with personnel who may permit an errant driver to enter the site in order to turn around and depart.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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 CONSTRUCTION PERMITS

67. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the

Project site.

A. The Applicant shall design a raised median along Baseline Avenue across the full length of the Project's frontage and extending a minimum of 100 feet east of the easterly Project boundary.

68. The Applicant shall submit and obtain full approval of signing and striping plans, 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

69. The Applicant shall construct the approved roadway improvements adjacent to the Project site.

A. The Applicant shall construct a raised median along Baseline Avenue across the full length of the Project's frontage and extending a minimum of 100 feet east of the easterly Project boundary.

70. The Applicant shall install the approved signing and striping plans as part of the street improvements.

END OF CONDITIONS OF APPROVAL

Exhibit "B"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF
APPROVAL

PROJECT: Master Case No. 25-0088
Design Review No. 25-0037

DATE: August 4, 2026

LOCATION: Adjacent to the parcel located at the northwest corner of Baseline Avenue and Palmetto Avenue (APNs: 0250-161-29, -33, -36, and -37).

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.
   C. 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 final inspection and acceptance of the work.

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 and 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. 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.

7. The Director of Planning, or his/her designee, shall have the authority to approve minor architectural changes, including but not limited to window treatments, color combinations, façade treatments, and architectural relief. Any questions on the interpretation of this provision, or changes not clearly within the scope of this authorization shall be submitted to the Planning Commission for consideration as a revision to the Design Review

8. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be encased in concrete or similar durable material a minimum of ½ inch thick, or as otherwise determined by the Director of Planning.

9. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.

10. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning and Development Code.

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. 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.

13. Historic Archaeological Resources
    A. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

    B. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the even that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a 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. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. 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. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

14. 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:
    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.

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

16. Applicant shall pay all applicable service fees pursuant to the Fontana Municipal Code.

17. 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.

18. 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.

19. All garage doors shall be metal, sectional roll-up and have windows.

20. The following electrical outlets and garage door opener shall be provided in all garages:
    A. One automatic garage door opener shall be installed for the double garage door.
    B. At least one duplex receptacle shall be installed within the garage.

21. Wall-mounted decorative lighting fixtures shall be provided at the front porch area as and on each side of the garage door. Wall-mounted decorative lighting fixtures shall be a minimum height of 18 inches.

22. All new block walls visible from public view shall be constructed of decorative block and capped with a prefabricated block cap. New block walls not visible from public view may be constructed of CMU block with a masonry cap.

23. No solid masonry wall shall exceed nine-foot in height as measured from top of ground (finish grade) when used in combination with a retaining wall unless otherwise specified for this project.

24. Recreational amenities shall be constructed of materials and equipment similar to those used in public parks, or as approved by the Director of Planning. Refer to the City of Fontana Park Design Standards, accessible at the City's website under the Planning Department under Landscape Services.

25. All proposed playgrounds at a minimum must conform to the California Code of Regulations; Title 22 Social Security, Division 4 Environmental Health, Chapter 22 Safety Regulations for Playgrounds. In addition to the above, all materials and methods must meet the following standards: Consumer Product Safety Commission "Handbook for Public Playground Safety" current version, ASTM F1487 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" current version, ASTM F-1292, "Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" current version, and CFR Part 1191 "Americans with Disabilities Act Disability Accessibility Guidelines for Buildings and Facilities Section 15.6 Play Areas". Playground must include a shade structure, or a standalone shade structure must be provided per the City's Park Design Standards.

26. All fire back flows (DDC/DACA) shall be painted green or earth tone color.

27. 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.

28. Any utility easements shall be landscaped and shall be maintained as provided in the easement document.

29. As determined by the City, the Applicant shall be responsible for submitting all the necessary documents in accordance with the City's requirements for the formation or annexation into a CFD, obtaining approval of the CFD boundary map. The first public hearing for the formation of the CFD for the project shall be conducted prior to map recordation.

PRIOR TO ISSUANCE OF BUILDING/GRADING PERMIT

30. 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.

31. The applicant/developer/property owner shall provide clustered and/or individual mailbox(es) for the delivery of mail to future residents of the development. The location shall be convenient for the residents and not block the line-of-sight for pedestrians or vehicle traffic.

32. The mailboxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The Post Office

currently approves freestanding mailboxes that are F-series and wall mounted boxes that are 4C series. The developer is responsible for contacting the Post Office for the type and location of the mailboxes within their development. Any replacements of the mailboxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

33. Development fees and Planning Department final inspection fees shall be paid prior to Certificate of Occupancy.

34. Prior to final Certificate of Occupancy, the developer shall provide the City with certificate of compliance and a playground inspection report from a certified playground inspector

BUILDING AND SAFETY DEPARTMENT

35. 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
    I. City of Fontana Ordinance.
    J. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.

36. 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.

37. 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.

38. 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.

39. 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.

40. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.

41. 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:
        i. 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
        ii. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
        iii. All proposed drainage structures; and
        iv. Any proposed and/or required walls or fencing.

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

43. 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

44. 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

45. 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. (If applicable)

SAN BERNARDINO COUNTY FIRE DEPARTMENT

47. Jurisdiction. The above referenced project is under the jurisdiction of the San Bernardino County Fire Department 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.

48. Fire Fee. The required fire fees shall be paid to the Fire Department.

49. Fire Condition Letter Expiration. Fire Condition Letters shall expire on the date determined by the Planning Division or Building and Safety.

50. Inspection by Fire Department. Permission to occupy or use the building (Certification of Occupancy or Shell Release) will not be granted until the Fire Department inspects, approves and signs off on the Building and Safety job card for "fire final".

51. Building Plans. Building Plans shall be submitted to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal.

52. Combustible Protection. Prior to combustibles being placed on the project site an approved all-weather fire apparatus access surface and operable fire hydrants with acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy.

53. Combustible Vegetation. Combustible vegetation shall be removed as follows:
    A. 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.
    B. Where the average slope of the site is 15% or greater - Combustible vegetation shall be removed a minimum of one hundred (100) feet from all structures or to the property line, whichever is less. County Ordinance #3586

54. Private Road Maintenance. The applicant shall construct and maintain all such roads. In

addition, the applicant shall provide the Fire Department with a signed maintenance agreement as detailed in the General Requirement conditions for ongoing road maintenance and snow removal (where applicable). This shall include all primary and secondary access routes that are not otherwise maintained by a public agency.

55. Access – 30% slope. Where the natural grade between the access road and building is more than thirty percent (30%), an access road shall be provided within one hundred and fifty (150) feet of all buildings. Where such access cannot be provided, a fire protection system shall be installed. Plans shall be submitted to and approved by the Fire Department.

56. Access. The development shall have a minimum of three points of vehicular access. These are for fire/emergency equipment access and for evacuation routes.

    A. Single Story Road Access Width. 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.
    B. Multi-Story Road Access Width. 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.

57. Street Parking. Parking of vehicles shall not be allowed to obstruct fire apparatus access at any time. The following criteria shall be used to determine whether parking is allowed on fire access roadways:

    A. Parking is not permitted on roadways that are less than thirty-two (32) feet in width.
    B. In addition, parking that is perpendicular or diagonal to the edge of the roadway shall not obstruct the required minimum width of twenty-six (26) feet for fire access.

58. Access Road Grade. Fire access roadways shall not exceed a maximum of twelve (12%) percent grade at any point. Fire access roadways or driveways may be increased to fourteen (14%) percent grade for a distance not to exceed five hundred (500) feet. Fire access roadways providing access to no more than two (2) one or two-family dwellings may be increased to a maximum of sixteen (16%) percent grade not to exceed five hundred (500) feet. Grades across the width of a fire access roadways shall not exceed five (5%) percent. In order to accommodate proper angles of approach and departure, gradient shall not exceed five (5%) percent change along any ten (10) foot section.

59. Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Road surface shall meet the approval of the Fire Chief prior to installation. All roads shall be designed to 85% compaction and/or paving and hold the weight of Fire Apparatus at a minimum of 80K pounds.

60. Access – 150+ feet. Roadways exceeding one hundred fifty (150) feet in length shall be approved by the Fire Department. Roadways shall be extended to within one hundred fifty (150) feet of and shall give reasonable access to all portions of the exterior walls of the first story of any building.

61. Primary Access Paved. Prior to building permits being issued to any new structure, the primary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

62. Secondary Access Paved. Prior to building permits being issued to any new structure, the secondary access road shall be paved or an all-weather surface and shall be installed as specified in the General Requirement conditions including width, vertical clearance and turnouts.

63. Fire Lanes. The applicant shall submit a fire lane plan to the Fire Department for review and approval. Fire lane curbs shall be painted red. "No Parking, Fire Lane" signs shall be installed on public/private roads in accordance with the approved plan.

64. Street Sign. This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the street corner nearest to the project. Installation of the temporary sign shall be prior to any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed.

65. Fire Flow Test. Please provide a fire flow test report from your water purveyor that has been completed in the last six months demonstrating that the fire flow demand is satisfied.

66. Water System. Prior to any land disturbance, the water 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 California Fire Code. The Fire Flow for this project shall be: 1,625 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 14,514 sq. ft. structure.

67. F30 Water System Residential. A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Detached single family residential developments may increase the spacing between hydrants to be no more than six hundred (600) feet and no more than three hundred (300) feet (as measured along vehicular travel-ways) from the driveway on the address side of the proposed single-family structure.

68. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the job site.

69. Water System Upgrade. The existing fire flow/hydrant system is insufficient or not existing. The applicant shall upgrade the existing fire hydrant(s) with required fire flow that complies with standards or contact the Fire Department regarding application processing for alternate fire protection measures.

70. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall

be installed as specified by the Fire Department. In areas where snow removal occurs, or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road.

71. Fire Sprinkler NFPA 13D. An automatic life safety fire sprinkler system complying with NFPA Pamphlet #13D and Fire Department standards is required. The applicant shall hire a licensed fire sprinkler contractor or be an approved owner/builder. The fire sprinkler contractor/installer shall submit plans with hydraulic calculations and manufacture specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. Minimum water supply shall be in accordance with current fire department standards. The applicant or contractor shall contact their local water purveyor to obtain specifications on installing a residential fire sprinkler system within the jurisdiction of the water purveyor. The applicant shall attach a letter from the water purveyor indicating the types of systems allowed in that jurisdiction.

72. Residential Addressing. The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (½) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is one hundred (100) feet or more from the roadway, the street address shall be displayed at the property entrances with numbers that are a minimum of four (4) inches in height and one half (½) inch stroke.

73. Illuminated Site Diagram. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. Plans for the illuminated site diagram shall be submitted on the construction plans.

74. Key Box. An approved Fire Department key box is required. In commercial, industrial and multi-family complexes, all swing gates shall have an approved fire department Lock (Knox ®).

75. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with the California Fire Code.

76. Proposal Changes. Any changes to this proposal shall require a new Fire Department condition letter.

ENGINEERING DEPARTMENT – LAND DEVELOPMENT DIVISION

77. 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.

78. 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.

79. 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

80. 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.

81. 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.

82. 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.

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

PRIOR TO MAP RECORDATION

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

85. 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.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

86. The Applicant shall record Tract Map 20863, lot line adjustments, right-of-way dedications, easements, and a reciprocal access agreement as required for the development.

87. 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

88. 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 prior first occupancy.

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

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

ENGINEERING DEPARTMENT – TRAFFIC DIVISION

96. 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 Palmetto Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

B. The Project may have a single ingress/egress point along Baseline 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.

C. Ingress and egress restrictions on Baseline Avenue shall be reinforced with a raised median island.

D. Where emergency vehicle access to the public Right-of-Way is required or provided, such access points shall be designed and constructed to permit emergency vehicle ingress/egress only. Regular ingress/egress shall not be permitted at emergency vehicle access points.

97. 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.

98. 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 with personnel who may permit an errant driver to enter the site in order to turn around and depart.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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 CONSTRUCTION PERMITS

104. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.

    A. The Applicant shall design a raised median along Baseline Avenue across the full length of the Project's frontage and extending a minimum of 100 feet east of the easterly Project boundary.

105. The Applicant shall submit and obtain full approval of signing and striping plans, 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

106. The Applicant shall construct the approved roadway improvements adjacent to the Project site.

    A. The Applicant shall construct a raised median along Baseline Avenue across the full length of the Project's frontage and extending a minimum of 100 feet east of the easterly Project boundary.

107. The Applicant shall install the approved signing and striping plans as part of the street improvements.

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, Senior Planner 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): **202305027**
Project Title: **Master Case No. (MCN) 25-0088; Tentative Tract Map No. 25-0008 (TTM No. 20863), and Design Review No. 25-0037**
Project Applicant (include address, telephone number and email address): **Monte Vista Homes, Chris Courtney, Senior Project Manager, (951) 314-8457, chris@montvistahomes.us**
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): **Located near the northwest corner of Baseline Avenue and Palmetto Avenue (APNs: 0240-161-29, -33, -36, & -37)**
General Project Location (City and/or County): **City of Fontana, County: San Bernardino**
Project Description: **Master Case No. (MCN) 25-0088; Tentative Tract Map No. 25-0008 (TTM No. 20863), and Design Review No. 25-0037; A request to establish a condominium map for residential development, and a request for site and architectural approval for construction of a new multi-family condominium complex development consisting of 108 townhome units, within eighteen (18) buildings, with associated site improvements, on 6.7 acres, located near the northwest corner of Baseline Avenue and Palmetto Avenue, (APNs: 0240-161-29, -33, -36, and -37)**

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. **Chris Courtney, Senior Project Manager, Monte Vista Homes, PO Box 9559, Alta Loma, CA 91701, (951) 314-8457, chris@montevistahomes.us**

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on **August 4, 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 and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency. **Pursuant to CEQA Guidelines sections 15162 and 15164, the project was described in and fully discussed and analyzed in the Walnut Village Specific Plan Environmental Impact Report. The aforementioned EIR was adopted by the City Council on July 23, 2024.**	
☐	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 this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
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:	Location:

Clerk's File Stamp:

Date:	_____ **DiTanyon Johnson** **Planning Manager**

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.

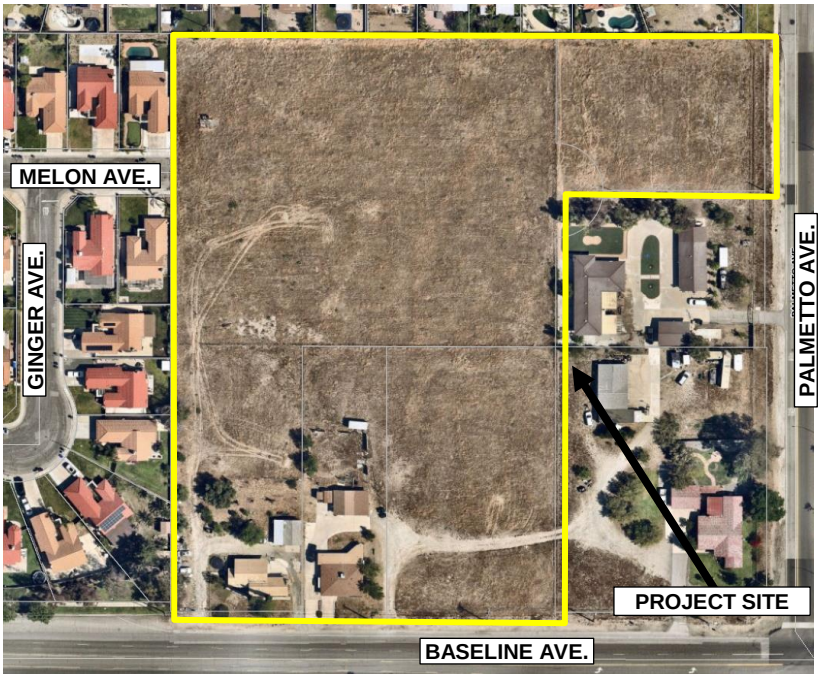
A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

Master Case (MCN) No. 25-0088; Tentative Tract Map No. 20863 (TTM No. 25-0008) & Design Review (DRP) No. 25-0037

A Tentative Tract Map request for the establishment of 108 condominiums on approximately 6.72 acres and a Design Review request for the site and architecture approval of 108 condominiums units and associated site improvements.

Environmental Determination: Pursuant to the California Environmental Quality Act (Pub Res. Code Section 2100) ("CEQA") the project has been reviewed under a previously certified FEIR (SCH No. 202305027) for the Walnut Village Specific Plan pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines. The aforementioned FEIR was adopted by the City Council on July 23, 2024 and it adequately identified any potential impacts associated with this project.

Location of Property: Near the northwest corner of Baseline Avenue and Palmetto Avenue (APNs: 0240-161-29, -33, -36, and -37)



Date of Hearing: August 4, 2026

Place of Hearing: Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 6:00 P.M.

ATTACHMENT NO. 5

FONTANA
CALIFORNIA

Should you have any questions concerning this project, please contact **Cecily Session-Goins, Senior 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. 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 date: July 25, 2026

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

Planning Commission

File #: 26-1184
Agenda #: DC-A

Agenda Date: 8/4/2026
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: **August 4, 2026**

The items listed below are for agenda forecast purposes and are subject to change.

CITY COUNCIL AUGUST 11, 2026	PLANNER	PLACEMENT
1. **Second Reading Ordinance No. 1994 and 1995:** Master Case (MCN) No. 23-000034 Specific Plan Amendment (SPA) No. 23-000002, Development Agreement (AGR) No. 23-000012 Amendment to Arboretum Specific Plan and Development Agreement	Cecily Session-Goins	Consent Calendar
2. **Second Reading Ordinance No. 1996** Master Case No. (MCN) 26-0004; Specific Plan Amendment (SPA) No. 26-0001 Ventana Specific Plan – PA 4	Cecily Session-Goins	Consent Calendar
3. Affordable Housing Density Bonus Agreement (MCN25-0064; TTM No. 25-0007/TTM No. 20852; DRP25-0029) 7844 Alder Avenue	Moises Lomeli	Consent Calendar

CITY COUNCIL AUGUST 25, 2026	PLANNER	PLACEMENT

Meeting cancelled.

FONTANA
CALIFORNIA

MEMORANDUM

TO: **Planning Commission**

FROM: **Patty Nevins, Director of Planning** PN

RE: **Agenda for Upcoming Planning Commission Items**

DATE: **August 4, 2026**

The items listed below are for agenda forecast purposes and are subject to change.

PLANNING COMMISSION AUGUST 18, 2026	**PLANNER**	**PLACEMENT**
(Continued item from 07/21/2026) 1. MCN#25-0071; TTM#20856 (TTM#26-0005); DRP#25-0031 An eight (8) unit multi-family development 8202 Wheeler Avenue	Moises Lomeli	Public Hearing
2. General Plan Consistency Vacation and Abandonment of Property Along the West Side of Laurel Avenue, South of Arrow Blvd. Tract Map No. 20686	Carlos Moran	Consent Calendar