City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Resolution No. PC 2026-028

Tuesday, August 18, 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.

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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.

CC-A Approval of Minutes of August 4, 2026. **26-1191**

Attachments: Draft Planning Commission Minutes of August 4, 2026

CC-B Planning Commission Determination That the Vacation and Abandonment of Certain Real Property Located Along the West Side of Laurel Avenue South of Arrow Boulevard, is in Conformance with the City of Fontana's General Plan, Making CEQA Findings pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3). **26-1195**

RECOMMENDATION:
Consider the location, purpose, and extent of the vacation and abandonment of the real property located along the west side of Laurel Avenue, south of Arrow Boulevard, and whether the disposition is in conformance with the City's General Plan and adopt Resolution No. PC 2026-028 finding that the proposed vacation, abandonment, and disposition is in conformance with the City's General Plan, determining that the project is exempt under CEQA Guidelines Section 15060(b)(3) and directing staff to file a Notice of Exemption.

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

LOCATION:
The location of the proposed right-of-way vacation is along the west side of Laurel Avenue, south of Arrow Boulevard.

PROJECT PLANNER:
Carlos Moran, Associate Engineer

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Planning Commission Resolution
Attachment No. 3 - Exhibit A to Planning Commission Resolution
Attachment No. 4 - Government Code Section No. 65402

Approve Consent Calendar(s) 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) 25-0071: 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. (Continued from July 21, 2026) 26-1186

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

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

2. Approve Tentative Tract Map No. 26-0005 (TTM No. 20856) and

3. Approve Design Review (DRP) No. 25-0031

APPLICANT:

Bryan Avilla
NewBridge Homes
500 Newport Center Drive, Suite 570
Newport Beach, CA 92260

LOCATION:
The project site is located at 8202 Wheeler Avenue, (APN: 0192-021-07)

PROJECT PLANNER:
Moises Lomeli, Assistant Planner

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

PH-B **Master Case No. (MCN) 25-0051: TTM No. 25-0003 (TTM No. 20839), and Design Review (DRP) No. 25-0002, a request to subdivide approximately 3.5 acres into forty-six parcels for 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 together with related covenants, conditions & restrictions providing for a minimum of two affordable units in accordance with the state density bonus law, on approximately 3.5 acres located at 14907 S. Highland Avenue, identified as Assessor Parcel Number 0228-021-07, pursuant to a Categorical Exemption in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15332. (Continued from August 4, 2026)** **26-1185**

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

1. Determine that the Project is categorically exempt 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. 20839 (TTM No. 25-0003);

3. Approve Design Review (DRP) No. 25-0020; and

4. Recommend that the City Council adopt a resolution approving the Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions and Restrictions.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Rancho Cucamonga, CA 91701

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

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans
Attachment No. 3 - Planning Commission Resolution
Attachment No. 4 - Notice of Exemption
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. **26-1192**

An update of future City Council agenda items for August 25, 2026 and September 8, 2026 for the Planning Commission's information.

An update of future Planning Commission agenda items for September 1, 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, September 1, 2026 at 6:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

File #: 26-1191
Agenda #: CC-A

Agenda Date: 8/18/2026
Category: Consent Calendar

FROM:
Planning

TITLE:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the Regular Planning Commission Meeting of August 4, 2026.

DISCUSSION:
The Planning Commission will consider approval of the minutes of a Regular Planning Commission meeting of August 4, 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, August 4, 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, August 4, 2026. Chair Armendarez called the meeting to order at 6:04 p.m.

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

Absent: None

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

Following the Invocation by Chaplain Dianne Fore, the Pledge of Allegiance was led by Vice Chair Quintana.

PUBLIC COMMUNICATIONS:

A. Public Communications:

None.

CONSENT CALENDAR:

A. Approval of Minutes:

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

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

The motion carried by the following vote:

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

Absent: None

Abstain: None

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.

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 Vice Chair Quintana and seconded by Commissioner Roldan and passed by a vote of 5-0 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, Secretary Lozano, and Commissioners Keetle and Roldan NOES: None; ABSTAIN: None; ABSENT: None

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.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Alejandro Rico, Associate Planner, presented the staff report.

Vice Chair Quintana asked whether the proposed vehicle storage would permit people to remain or live in vehicles. Staff clarified that only registered vehicles may be stored, with no overnight stays or residential use permitted. Individuals must leave the site after office hours, which end at 7:00 p.m., and the stored trucks may not contain cargo.

The applicant, Vess Vassilev, stated that he read and agreed to the Conditions of Approval and described the project as a truck parking facility with an office. He explained that the project would consolidate the company's office and truck parking, which are currently located approximately ten miles apart, and allow the business to better utilize the property it has owned since 2014. He also noted that the proposed building would provide a well-designed, attractive structure that would improve the appearance of the industrial area.

No one spoke in favor or in opposition.

The Public Hearing was closed.

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 - 025, 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;**

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

ACTION: Motion was made by Commissioner Keetle and seconded by Commissioner Roldan and passed by a vote of 5-0 to approve Public Hearing Item "B"; adopt Resolution No. PC 2026-025; Approve Conditional Use Permit No. 21-000011 and Administrative Site Plan No. 21-000032.

The motion carried by the following vote:

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

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.

Chair Armendarez opened the Public Hearing.

No written correspondence was received.

Alejandro Rico, Associate Planner, presented the staff report.

Vice Chair Quintana asked for clarification regarding the three very low-income affordable housing units proposed through the density bonus. Associate Planner, Rico explained that the units are considered affordable based on 50% of the San Bernardino County median income, with 30% of that income allocated toward housing costs, and may be

either rented or sold while remaining affordable. Commissioner Roldan asked about residents' concerns regarding screening and privacy. Associate Planner Rico explained that the project's lower elevation relative to adjacent properties, along with the proposed six-foot retaining and block walls, would address ground-level privacy concerns. Second-floor windows are primarily located in bedrooms and restrooms, and the project does not include common open-space areas that would create direct views into neighboring yards. Staff indicated that privacy and screening concerns had been reviewed and were not anticipated to be an issue. Commissioner Keetle further asked whether the three affordable units would be sold or rented at reduced rates, and Associate Planner Rico confirmed that either option is permitted, provided the units remain affordable under the applicable income-based requirement.

The applicant Matt Livingston, on behalf of RC Homes stated that he read and agreed to the Conditions of Approval and stated that the project consists of subdivided, single-family detached homes intended to be operated as a rental community. The applicant described the development as an alternative to apartment living, providing residents with detached homes, private open space, and rental flexibility. Amenities include a swimming pool, leasing office, tot lot, and additional common amenity space. The applicant stated that the homes will include full appliance packages and window treatments and will be constructed to a high-quality standard.

Commissioner Roldan asked about the location of RC Homes' prior Fontana project. The applicant stated that the project, Glen at Fontana, is located approximately one mile north of the subject site, west of Citrus Avenue near the fire station.

Secretary Lozano asked whether the proposed community would be gated. The applicant confirmed that it would be an open, non-gated community.

Chair Quintana commented that he had reviewed the plans and expressed appreciation for the project, describing it as a beautiful project and thanking the applicant for bringing it to the city.

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 -026, 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".**

ACTION: Motion was made by Secretary Lozano and seconded by Commissioner Keetle and passed by a vote of 5-0 to approve Public Hearing Item "C", adopt Resolution No. PC 2026-026; Approve Tentative Tract Map No. 25-0002 (TTM No. 20787); and Design Review (DR) No. 25-0011.

The motion carried by the following vote:

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

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).

Chair Armendarez opened the Public Hearing.

The City Clerk's Department received one (1) written correspondence regarding this item.

Cecily Session- Goins, Senior Planner, presented the staff report and mentioned a memo which was provided to the commission that requested a condition be added to both the Tentative Tract Map and Design Review approvals requiring the applicant/developer to comply with the Mitigation Monitoring and Reporting Program (MMRP) associated with the Walnut Village Specific Plan EIR (State Clearinghouse No. 202305027). The condition would ensure ongoing compliance with the EIR mitigation measures

The applicant, Chris Courtney, on behalf Monte Vista Homes stated that he read and agreed to the Conditions of Approval and thanked the Planning Commission and City staff for their time and collaboration on the project and expressed support for the conditions of approval. He provided an overview of the 108-unit project, which includes alley-loaded and front-loaded housing, a tot lot, sidewalks and paseos throughout the community, and three points of entry. The primary access will be from Baseline Avenue, with secondary

access from Palmetto Avenue and a gated emergency vehicle access on Melon Avenue developed in coordination with Fire and Engineering.

The applicant also highlighted project improvements, including an off-site storm drain as part of the regional infrastructure system and a raised median on Baseline Avenue. He expressed appreciation for the City's collaboration and stated that the project would help advance regional and citywide infrastructure improvements and the City's Capital Improvement Program (CIP) goal.

The following individual spoke in opposition:

- Donna

The following individual spoke and had questions regarding the project:

- Margarita Aguilar

Chair Armendarez asked about the anticipated increase in traffic associated with the project and whether a traffic signal would be necessary or if the existing stop sign would remain adequate. Staff explained that the 2024 Specific Plan EIR estimated approximately 1,180 average daily trips at maximum residential buildout; however, because the proposed project is being developed at a lower density, the estimated traffic generation is approximately 710 average daily trips. Staff also noted that the applicant will be required to complete frontage improvements, including curb, gutter, sidewalk, and landscaping, and contribute to applicable off-site improvements. A traffic signal is proposed at the intersection, and a raised median along Baseline Avenue will limit certain turning movements for safety.

Vice Chair Quintana asked for clarification regarding the project’s three points of access, particularly the third access point designated for emergency vehicles. Staff explained that the Fire Department required additional emergency access due to the number and type of residential units and the fact that Melon Avenue terminates at the project site. The access will be controlled by a gate and Knox box and will be available only to emergency responders during rare and extreme emergencies. Staff clarified that the primary access points will remain on Palmetto Avenue and Baseline Avenue and that the Melon Avenue connection is not intended for routine traffic. Vice Chair Quintana also asked whether there had been any significant changes to the 2024 EIR that would require revisions. Staff stated that no changes had been made to the EIR and that the project-level review determined the project falls within the scope of the impacts previously evaluated. Because the project is being developed at a lower density, staff determined that additional mitigation or an EIR addendum was not necessary.

Commissioner Keetle asked for clarification regarding the Melon Avenue emergency access and whether it would function as a continuation of the existing neighborhood rather than an abandoned or open alleyway. Staff confirmed that the connection would be directly connected to the existing neighborhood but would remain closed to regular

vehicular traffic. Commissioner Keetle noted that the surrounding homes would make the connection appear to be a continuation of Melon Avenue. Staff agreed and explained that the applicant intentionally designed the connection as controlled emergency vehicle access to provide an alternative route for emergency responders while preventing routine traffic from entering or exiting through the adjacent residential neighborhood. Staff further clarified that the access would only be opened in extreme emergency circumstances when the primary access points could not adequately serve emergency response needs

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 - 027, 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; and,**

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

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

ACTION: Motion was made by Vice Chair Quintana and seconded by Commissioner Keetle and passed by a vote of 5-0 to approve Public Hearing Item "D", adopt Resolution No. PC 2026-027 Approve Tentative Tract No. 25-0008 (TTM No. 20863); and Design Review (DRP) No. 25-0037 with amended conditions of approval.

The motion carried by the following vote

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

DIRECTOR COMMUNICATIONS:

A. Director Communications:

Planning Director Nevins recognized the recent birthdays of Chair Armendarez and Vice Chair Quintana.

COMMENTS:

A. Public Communication Commission Comments:

Commissioner Keetle thanked the Planning Department and staff for their thorough preparation and presentations. Welcomed being back on the Commission following training and expressed appreciation to the City and City Council for the opportunity to serve. He also wished students well as they returned to school and offered a blessing for the City.

Commissioner Roldan congratulated the Chair Armendarez and Vice Chair Quintana on their birthdays and thanked staff for the exceptional presentations and preparation. He noted that, as a new Commissioner, the information was presented in a manner that was easy to understand and expressed appreciation for the opportunity to serve, stating that he continues to learn through his service on the Commission. He wished everyone a pleasant evening and week.

Secretary Lazano thanked the Planning Department and staff for the informative presentations and welcomed the discussion regarding affordable housing coming to Fontana. She congratulated the Chair Armendarez and Vice Chair Quintana on their birthdays, welcomed Commissioner Roldan, and expressed appreciation for Commissioner Kettle's return. She wished everyone a safe evening and reminded attendees to stay hydrated.

Vice Chair Quintana thanked staff for the excellent and accessible presentations, noting that the Commission's review of an SB 330 project and density bonus-related matters demonstrated the value of staff's preparation and guidance. He encouraged the Commissioners and attendees to participate in the National Night Out event taking place nearby. He also expressed appreciation for the opportunity to serve alongside the other Commissioners and wished everyone a good evening.

Chair Armendarez thanked staff for their continued support and preparation. He emphasized the value of the Commission's recent seminars, training, and educational sessions in helping Commissioners understand projects before them and encouraged continued educational opportunities and refresher courses for the Commission. He stated that ongoing education benefits the entire team and helps Commissioners better understand projects and ask informed questions. He thanked staff for their work in keeping the Commission informed and addressing questions, encouraged everyone to attend the nearby National Night Out event and support local law enforcement and firefighters, and wished everyone a blessed week.

ADJOURNMENT:

Chair Armendarez adjourned the meeting at 7:10 p.m. 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.

_____
Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 18th DAY OF AUGUST 2026.

_____
Joseph Armendarez
Chair

File #: 26-1195
Agenda #: CC-B

Agenda Date: 8/18/2026
Category: Consent Calendar

FROM:
Engineering

TITLE:
Planning Commission Determination That the Vacation and Abandonment of Certain Real Property Located Along the West Side of Laurel Avenue South of Arrow Boulevard, is in Conformance with the City of Fontana's General Plan, Making CEQA Findings pursuant to a CEQA exemption in accordance with CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:
Consider the location, purpose, and extent of the vacation and abandonment of the real property located along the west side of Laurel Avenue, south of Arrow Boulevard, and whether the disposition is in conformance with the City's General Plan and adopt **Resolution No. PC 2026-028** finding that the proposed vacation, abandonment, and disposition is in conformance with the City's General Plan, determining that the project is exempt under CEQA Guidelines Section 15060(b)(3) and directing staff to file a Notice of Exemption.

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

LOCATION:
The location of the proposed right-of-way vacation is along the west side of Laurel Avenue, south of Arrow Boulevard.

REQUEST:
That the Planning Commission determine and find that the vacation, abandonment, and disposition of the property described herein is consistent with the goals and policies of the City of Fontana General Plan and that adoption of Resolution No. PC 2026-028 is exempt from CEQA review.

PROJECT PLANNER:
Carlos Moran, Associate Engineer

BACKGROUND INFORMATION:
The California Streets and Highways Code Sections 8320-8325 and 8330 et seq., together with Government Code Section 66499.20.2, establish the procedures by which a city may vacate a public right-of-way.

However, before the City Council takes action to vacate or abandon a public right-of-way, the Planning Commission, as the City's designated planning agency, must first consider the City's

General Plan and find that the proposed vacation is consistent with the City's General Plan pursuant to Streets and Highways Code section 8313 and Government Code section 65402.

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

PROJECT DESCRIPTION:

The City intends to vacate or abandon a portion of the right-of-way as depicted in Exhibit A (Attachment No. 3) to the Planning Commission Resolution. The vacation restores ownership to the last owner on record before the street was dedicated to the City. The Planning Commission must determine whether the vacation and disposition are consistent with the City's General Plan.

ANALYSIS:

The City has a portion of public right-of-way located on the west side of Laurel Avenue, south of Arrow Boulevard, as depicted in Exhibit A (Attachment No. 3) to the Planning Commission Resolution. The City has determined this right-of-way is no longer needed for public use. Upon vacation, fee title to the land will revert to the adjacent property owners, while the remaining portions of Laurel Avenue will stay public right-of-way. Vacating this right-of-way will facilitate future land assembly and expand opportunities for local economic development.

Staff has analyzed whether the proposed vacation, abandonment and disposition of the property conforms with the City's adopted General Plan and has determined that it is consistent with the following goals and policies of the City of Fontana's General Plan:

General Plan Consistency - Vacation and Abandonment

The proposed vacation is consistent with Goal 4, Policy 1 of the Community Mobility and Circulation Element (Chapter 9):

"Balance neighborhood traffic circulation needs with the goal of creating walkable and bike friendly neighborhoods."

Vacating and abandoning the subject right-of-way will facilitate adjacent infill residential development without compromising circulation or creating substandard right-of-way dimensions. Right-of-way pedestrians, bicyclists, and automobiles will continue to circulate through the area in a safe and efficient manner.

General Plan Consistency - Disposition

The proposed disposition is consistent with Goal 2, Policy 1 of the Community Mobility and Circulation Element (Chapter 9):

"When constructing or modifying roadways, design the roadway space for use by all users when feasible, including motor vehicles, buses, bicyclists, mobility devices, and pedestrians, as appropriate for the context of the area."

Vacating the adjacent right-of-way will incorporate underutilized land into the proposed infill residential development while preserving all required right-of-way for pedestrian, bicycle, and vehicular circulation.

CEQA

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

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

MOTION:

Approve staff's recommendation.

ATTACHMENTS:

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

CITY OF FONTANA PLANNING DEPARTMENT



NORTH

VICINITY MAP

DATE: August 18, 2026

CASE: General Plan Conformance Determination for Vacation, Abandonment, and Disposition of a Portion of Land

RESOLUTION NO. PC 2026-028

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA, CALIFORNIA, PURSUANT TO STATE CEQA GUIDELINES SECTION 15061(B)(3), MAKING CERTAIN FINDINGS REQUIRED UNDER CALIFORNIA GOVERNMENT CODE SECTION 65402 FOR THE VACATION, ABANDONMENT AND DISPOSITION OF A PORTION OF THE RIGHT-OF-WAY EASEMENT LOCATED ALONG THE WEST SIDE OF LAUREL AVENUE SOUTH OF ARROW BOULEVARD, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION

WHEREAS, the City of Fontana ("City") possesses a right-of-way easement over certain real property located on the west side of Laurel Avenue south of Arrow Boulevard (the "Property") as more particularly depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City proposes to vacate the property to allow the land to be more effectively utilized; and

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

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

WHEREAS, vacation, abandonment and disposition of the Property aligns with the objectives of Goal Number 2 and Goal Number 4 of the General Plan's Community Mobility and Circulation Element, which provides for a comprehensive and balanced transportation system and multimodal accessibility and transportation planning; and

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

WHEREAS, on August 18, 2026, the Planning Commission reviewed the General Plan conformance findings.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission:

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

SECTION 2. CEQA. Compliance with the California Environmental Quality Act. As the decision-making body for the Project, the Planning Commission finds that this

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

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

Community Mobility and Circulation Element (Chapter 9): Goal 4, Policy 1: *"Balance neighborhood traffic circulation needs with the goal of creating walkable and bike friendly neighborhoods."*

Vacating and abandoning the subject right-of-way will facilitate adjacent infill residential development without compromising circulation or creating substandard right-of-way dimensions. Right-of-way pedestrians, bicyclists, and automobiles will continue to circulate through the area in a safe and efficient manner.

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

Community Mobility and Circulation Element (Chapter 9): Goal 2, Policy 1: *"When constructing or modifying roadways, design the roadway space for use by all users when feasible, including motor vehicles, buses, bicyclists, mobility devices, and pedestrians, as appropriate for the context of the area."*

Vacating the adjacent right-of-way will incorporate underutilized land into the proposed infill residential development while preserving all required right-of-way for pedestrian, bicycle, and vehicular circulation.

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

SECTION 6. Approval. Based on the foregoing, the Planning Commission hereby adopts this resolution and for purposes of reporting General Plan conformance pursuant to Government Code Section 65402 and finds that the proposed vacation for a portion of the west side of Laurel Avenue south of Arrow Boulevard to be in conformance with the City of Fontana General Plan.

SECTION 7. Resolution Regarding Custodian of Record. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

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

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

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

APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting of the Planning Commission held on the 18th 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 the 18th day of August, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Torrie Lozano, Secretary

EXHIBIT "A" - Portion of Laurel Avenue to be Vacated and Abandoned by Tract Map No. 20686

GROSS AREA .....1.10 ACRES
NET AREA .....0.99 ACRES
NUMBERED LOTS 12

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

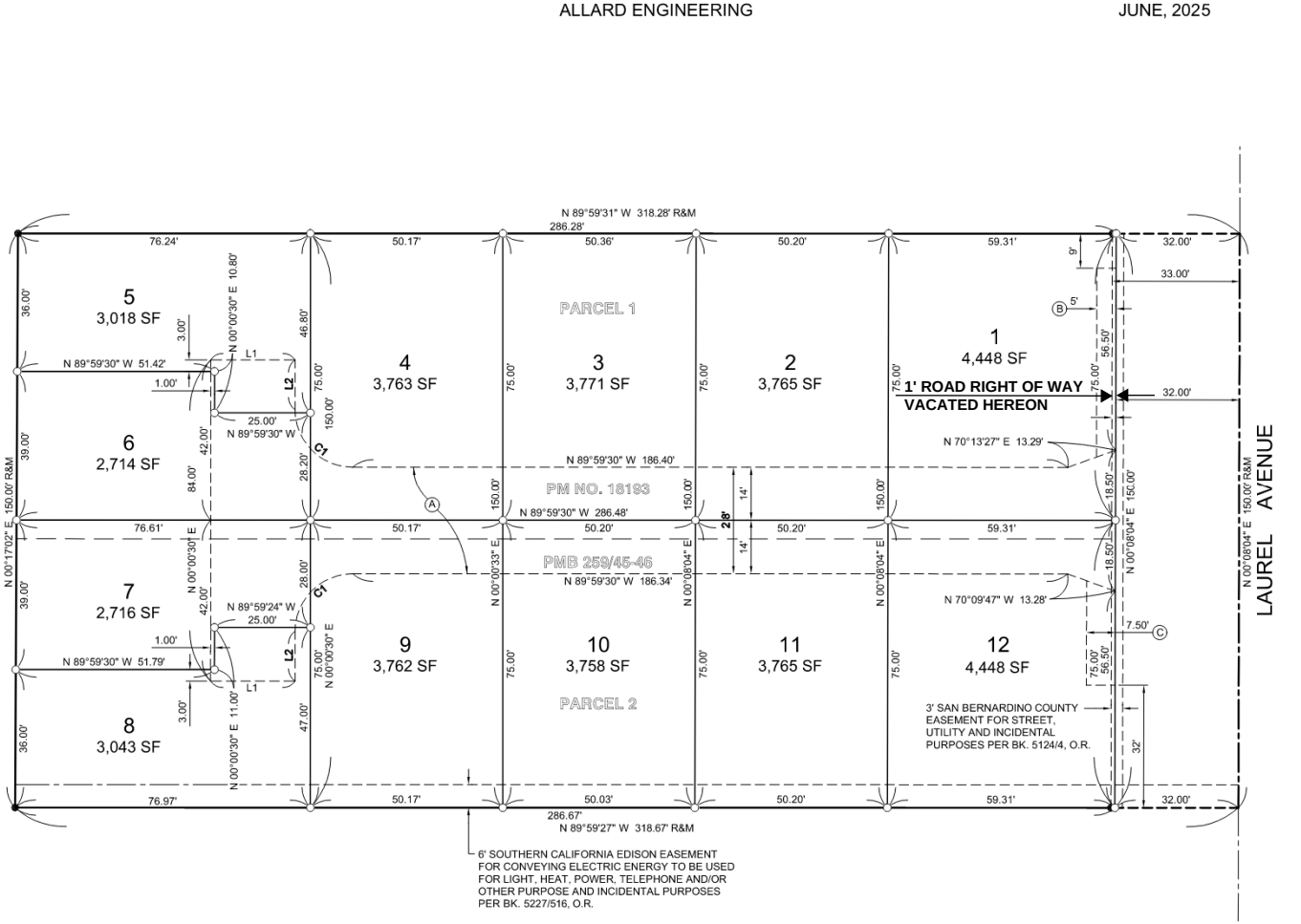
SHEET 2 OF 2 SHEETS

TRACT NO. 20686

BEING A SUBDIVISION OF ALL OF THOSE LANDS SHOWN WITHIN THE BOUNDARY OF PARCEL MAP NO. 18193, FILED IN BOOK 259, PAGES 45 AND 46, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

ALLARD ENGINEERING

JUNE, 2025



SURVEYOR'S NOTES:

BASIS OF BEARINGS: TAKEN FROM THE NORTH LINE OF PARCEL MAP NO. 18193, FILED IN BOOK 259, PAGES 45 AND 46, RECORDS OF SAN BERNARDINO COUNTY
BEING N 89°59'31" W

- INDICATES MONUMENT FOUND PER PMB 259/45-46
- INDICATES 1" IRON PIPE, 18" IN LENGTH, SET WITH BRASS TAG STAMPED L.S. 8244
- R&M INDICATES RECORD AND MEASURED DATA PER PMB 259/45-46

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'30"W	22.00'
L2	N00°00'30"E	13.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	15.00'	90°00'00"	23.56'	15.00'

EASEMENT NOTES:

- (A) INGRESS / EGRESS, PUBLIC UTILITY, FIRE ACCESS EASEMENT AND MAINTENANCE FOR HOA PURPOSES, RESERVED ON THIS MAP.
- (B) PRIVATE SEWER EASEMENT RESERVED ON THIS MAP.
- (C) PRIVATE STORM DRAIN EASEMENT RESERVED ON THIS MAP.

ATTACHMENT NO. 3

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65402

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

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

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

ATTACHMENT NO. 4

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

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

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

File #: 26-1186
Agenda #: PH-A

Agenda Date: 8/18/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
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. (Continued from July 21, 2026)

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

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

2. Approve Tentative Tract Map No. 26-0005 (TTM No. 20856) and

3. Approve Design Review (DRP) No. 25-0031

APPLICANT:
Bryan Avilla
NewBridge Homes
500 Newport Center Drive, Suite 570
Newport Beach, CA 92260

LOCATION:
The project site is located at 8202 Wheeler Avenue, (APN: 0192-021-07)

REQUEST:
Tentative Tract Map No. 26-0005 (TTM No. 20856) - A request to approve Tentative Tract Map to establish eight (8) condominiums on an approximately .4 acres site.

Design Review Project (DRP) No. 25-0031 - A request for site and architectural approval for the construction of a new eight (8) unit multi-family development project and associated site improvements on approximately .4 acres.

PROJECT PLANNER:
Moises Lomeli, Assistant Planner

BACKGROUND INFORMATION:
This item was originally scheduled for the July 21, 2026 Planning Commission meeting and at the request of the applicant was continued to the August 18, 2026 Planning Commission meeting.

Land Use Table:

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Walkable Mixed-Use Urban Village (WMXU-3)	Form Based Code (FBC) Multi-Family Core	Single-Family Dwelling
North:	Walkable Mixed-Use Urban Village (WMXU-3)	Form Based Code (FBC) Gateway Core	Multi-Family Apartments
South:	Walkable Mixed-Use Urban Village (WMXU-3)	Form Based Code (FBC) Multi-Family Core	Single-Family Dwelling
East:	Walkable Mixed-Use Urban Village (WMXU-3)	Form Based Code (FBC) Multi-Family Core	Multi-Family Apartments
West:	Walkable Mixed-Use Urban Village (WMXU-3)	Form Based Code (FBC) Gateway Core	Single-Family Dwelling

PROJECT DESCRIPTION:
A. Site Area: 18,730 square feet/ .4 acres

B. FBC- Multi-Family Core Density:
Required: 12-39 units per acre
Proposed: 18.6 units per acre

C. Building Height:
Two-Story: 24 feet 6 inches

D. Parking:
Required: 10 spaces
Provided: 16 spaces

ANALYSIS:
The applicant is requesting that the Planning Commission review and approve Tentative Tract Map No. 26-0005 (TTM No. 20856) to establish a condominium map consisting of eight (8) condominium units, and Design Review No. 25-0031 to develop a new eight (8) unit multi-family development project and associated site improvements on an approximately .4 acre lot.

Tentative Tract Map No. 26-0005 (TTM No. 20856):
The applicant is requesting approval of Tentative Tract Map No. 26-0005 to establish a condominium map for the development of eight (8) condominium units. A homeowner's association will be created for the maintenance of all common areas, amenities, and landscaping.

Design Review Project (DRP) No. 25-0031:
The new eight (8) unit condominium complex is comprised of five (5), two-story buildings. The applicant is proposing Spanish style architecture featuring Court type buildings with an exterior neutral tan color palette scheme and brown accents for entry doors, shutters, and garage doors. The architectural style includes stucco that has a medium sand exterior, concrete S-roof tile, wrought iron railings, grilles, Spanish tiles, shutters and exterior light fixtures, stone veneer, and vinyl windows.

The proposed units will include three and four bedroom options, with an option for a fifth bedroom in plan type P3 by converting the den into a bedroom. The units range in size from 1,282 to 2,165 square feet. There are four plan layouts for the multi-family development project. Each building has a mix of plan types and unit types as depicted on the following table:

Plan Type	Quantity	Type	Square Foot
P1	3	3Bdrm	1,282
P2	3	3Bdrm	1,592
P3	1	4Bdrm	2,165
P3R	1	4Bdrm	2,165

The variation to the building faces, varying roof lines and building height of 24 feet 6 inches high will make the project architecturally pleasing and be consistent with the surrounding area. The (8) unit multi-family development project includes associated on and off-site improvements, including parking spaces, new landscaping, lighting, and utilities.

The proposed site is physically suitable in size and shape to support the development of the proposed condominium complex. Applicable building codes, zoning codes and fire codes and standards will be met and make for a safe, attractive, and well-designed project.

Amenities/Open Space:
The Project amenities include a shade structure with a BBQ grill and seating. The amenities are centrally located on the site for use and enjoyment by all project residents. In addition to the proposed community amenities, each unit includes open space ranging from 255 to 342 square feet.

Grading/Walls:
The topography of the Project Site is relatively flat. The existing drainage pattern flows from the north to the south with a maximum slope of 1.5 percent. The project plans include a proposed six (6) foot high block wall with on the west side and existing six (6) foot high block walls on the north, south, and east sides of the property.

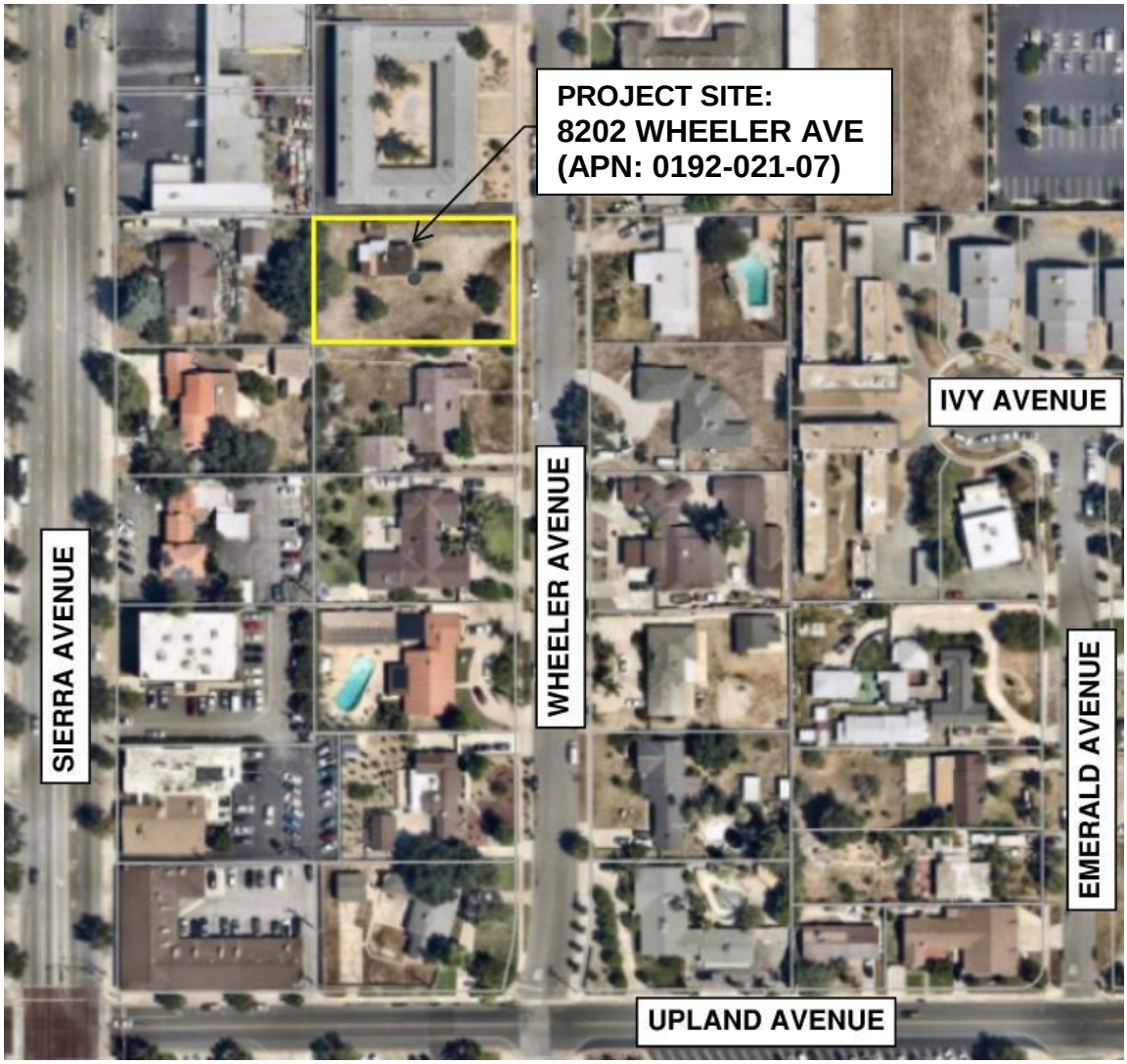
Site Access/Circulation/Parking:
Ingress and egress to and from the project site is provided via Wheeler Avenue. The internal circulation has been reviewed by the Planning, Fire, Traffic, and Engineering departments and found to be sufficient to support this type of use.

Environmental:
Pursuant to the California Environmental Quality Act (CEQA) Guidelines and Section No. 3.22 (Categorical Exemption) of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 as a Class 32, Infill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Walkable Mixed Use Urban (WMXU-3) designation of the General Plan and the Form Based Code/Multi-Family Core District regulations; (2) The Project Site is less than five (5) acres; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
1 - Vicinity Map
2 - Project Plans
3 - Planning Commission Resolution, Findings & Conditions of Approval
4 - Notice of Exemption
5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT



N

VICINITY MAP

DATE: August 18, 2026

CASE: Master Case No. 25-0071

Design Review No. 25-0031

Tentative Tract Map No. 26-0005

ATTACHMENT NO. 1

24x36



TRACT NO. 2759 APN 0192-02-07

Wheeler Avenue

FONTANA, CALIFORNIA

SHEET INDEX

CS Cover Sheet

CIVIL ENGINEER:

CE-1 Technical Site Plan

CE-2 TTM20856

CE-3 Grading Plan

CE-4 Trash Staging Exhibit

CE-5 Light Exhibit

LANDSCAPE:

L-0 COVER SHEET

SA-1.0 SITE AREA CALCS

L-1.0 CONSTRUCTION FEATURES

L-1.1 WALL PLAN

L-1.2 PLANTING PLAN

L-1.3 PLANTING IMAGES

L-1.4 LANDSCAPE MANAGEMENT/ PLANTING DETAILS

I-1.0 IRRIGATION PLAN

I-1.1 IRRIGATION NOTES

I-1.2 IRRIGATION DETAILS

I-1.3 IRRIGATION SPECS

ARCHITECTURE:

CS-0 TO DD-2.1 Preliminary Submittal Plans

(See sheet index)

APPLICANT

NEWBRIDGE HOMES LLC
500 Newport Center Drive, Ste 570
Newport Beach , CA 92260
PH 949.344.2705
Contact Bryan Avilla
Email bavilla@newbridgehomes.com

CIVIL ENGINEER

ALLARD ENGINEERING
16866 Seville Avenue
Fontana, CA 92335
PH 909.356.1815
Contact Bobby Allard
Email ballard@allardeng.com

LANDSCAPE ARCHITECT

WILLIAMS EXTERIOR DESIGN
1488 Bloomfield
Sebastool, CA 92620
PH 949.237.8060
Contact Jesse Williams
Email williams-exterior-design.com

ARCHITECT/PLANNER

BUCILLA GROUP ARCHITECTURE INC.
1601 Dove Street, Suite 187
Newport Beach, CA 92660
PH (949) 851-9080
Contact Greg Bucilla / Rowena Brual
Email greg@bg-architecture.com

02.02.2026

ARCHITECT:

INCORPORATED BUCILLA GROUP ARCHITECTURE

ARCHITECTURE PLANNING INTERIOR DESIGN
HISTORIC PRESERVATION LEED VALUE ENGINEERING

1601 Dove Street, Suite 187, Newport Beach, Ca 92660
TEL 949. 851. 9080 info@bg-architecture.com
https://www.bg-architecture.com

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LICENSED ARCHITECT
Greg G. Bucilla
C-26618
08-30-2027
RENEWAL DATE
STATE OF CALIFORNIA

ATTEST TO ARCHITECTURAL ONLY

Project :

WHEELER AVENUE
Fontana, CA

Owner:

NEWBRIDGE HOMES LLC
500 Newport Center Drive,
Suite 570
Newport Beach, CA 92260

NO.	DATE	DESCRIPTION

PERMIT NO:

BD SUBM. DATE:

PLOT DATE:

PLOT DATE:

Project Number :

BGA No. 25013

Sheet Title :

Sheet No. :

CS

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DO NOT SCALE THE DRAWINGS

LEGAL DESCRIPTION

LOT 15, TRACT 2759, M.B. 38/57

ASSESSOR'S PARCEL NO:

0192-021-07

BENCHMARK:

CITY OF FONTANA BM 536, FOUND PK NAIL IN TOP CURB AT THE EAST END OF CURB RETURN AT THE NORTHEAST CORNER OF MILLER AVENUE AND JUNIPER AVENUE.
ELEVATION: 1362.61

BASIS OF BEARINGS:

THE BEARINGS ARE BASED ON THE CENTERLINE OF SIERRA AVENUE, HAVING A BEARING OF NORTH 00°09'00" WEST PER TRACT 2759, M.B. 38/57.

DEVELOPER:

NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2701

ENGINEER/PREPARER:

ALLARD ENGINEERING
16866 SEVILLE AVENUE
FONTANA, CALIFORNIA 92335
PHONE (909) 356-1815

SITE STATISTICS

NET ACREAGE: 0.43 ACRES

ADDRESS

8202 WHEELER AVENUE
FONTANA, CA 92335

OWNERS:

CALIFORNIA OPPORTUNITY ZONE FUND LLC
500 NEWPORT CENTER DRIVE,SUITE #570
NEWPORT BEACH, CA 92660
(949) 344-2703

WEST COAST OPPORTUNITY ZONE FUND LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2704

INNOVATIVE OPPORTUNITY FUND
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2705

STATISTICAL INVENTORY:

ACRES	0.43
UNITS	8 UNITS
DU/AC	18.6

PARKING:

GARAGE 2 @ 5	=10
GARAGE 1 @ 3	= 3
OPEN PARKING	= 3
TOTAL	16 (2.0/UNIT)

NOTES:

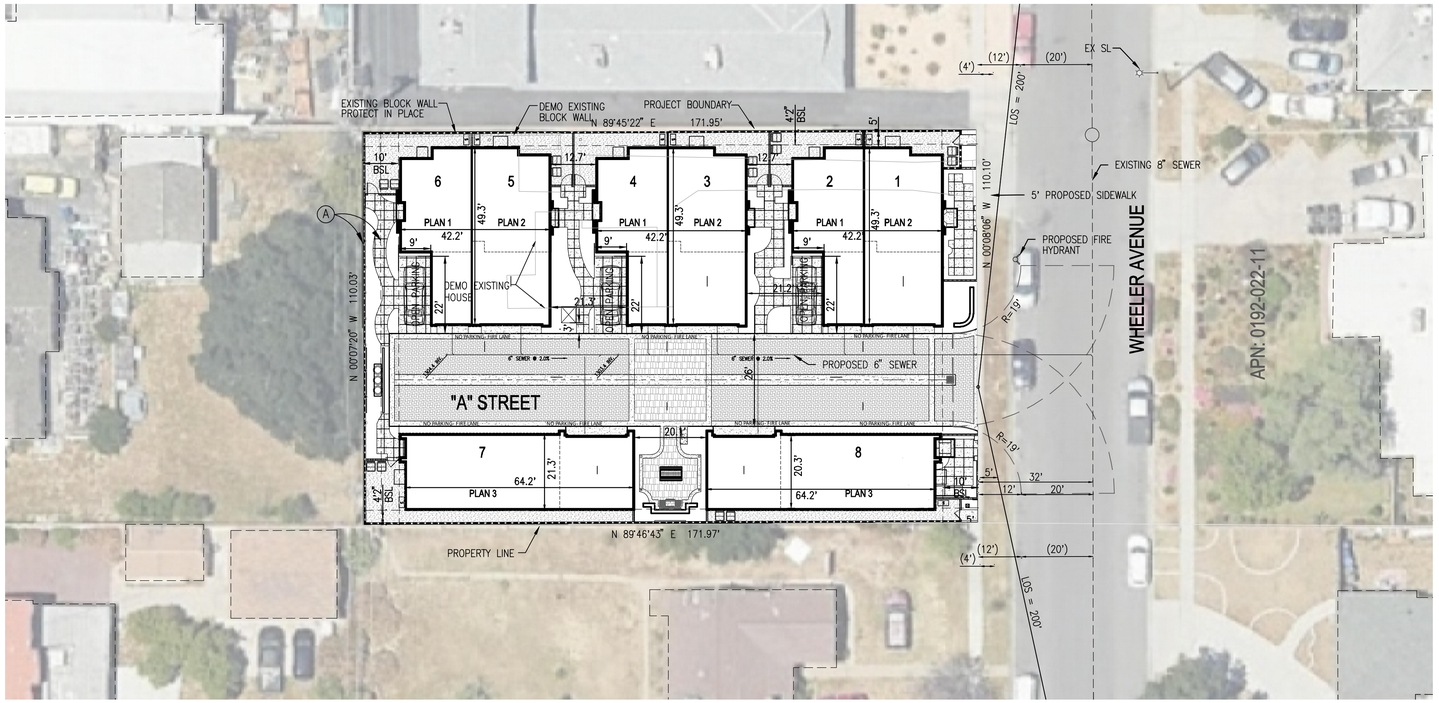
1. SEE SUPPLEMENTAL ARCHITECTURAL SITE PLAN FOR LOCATION, SIZE AND SHAPE OF ANY PROPOSED STRUCTRES, AND FLOOR PLANS (SITE PLAN COMMENT #10)

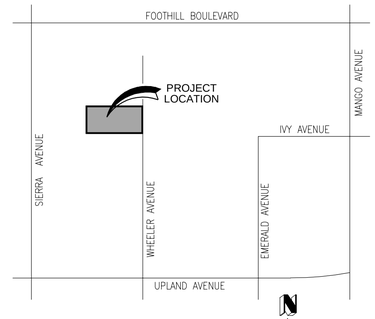
2. ALL EXISTING STRUCTURES TO BE DEMO'D AND NOT A PART OF THIS STIE PLAN (SITE PLAN COMMENT #9)

3. SEE SUPPLEMENTAL ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

EASEMENTS:

(A) 5' PUE PER TR 2759 MB 38-57, AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER BOOK 2587/321, OFFICIAL RECORDS

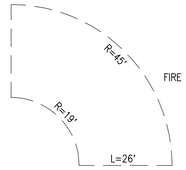




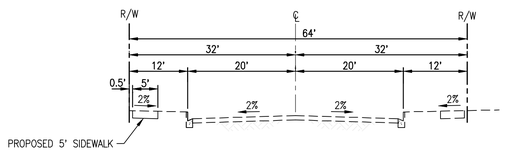
VICINITY MAP
NTS

LEGEND:

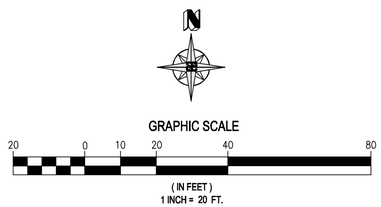
- 10 — UNIT NUMBER
- DECORATIVE PAVEMENT
- GRAVEL
- CONCRETE
- PROJECT BOUNDARY
- CENTERLINE
- SCE TRANSFORMER
- TRASH ENCLOSURE
- EXISTING STREET LIGHT
- FIRE HYDRANT
- EXISTING STRUCTURES ON ADJACENT PROPERTIES



FIRE TRUCK TURNING TEMPLATE



WHEELER AVENUE
LOCAL STREET
NTS



CE-1

PLOT DATE: March 30, 2026 Admin

Prepared For:
NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
PHONE (949) 344-2701

Prepared By:
ALLARD ENGINEERING
Civil Engineering · Land Surveying · Land Planning
16866 Seville Avenue
Fontana, California 92335
Phone (909) 356-1815
Reynold R. Allard, R.C.E. 75926
3/27/26
Date

DATE	March, 2026
SCALE	PER PLAN
DRAWN	MJ
CHECKED	R.K.A

SHEET TITLE: TECHNICAL SITE PLAN
PROJECT: TENTATIVE TRACT MAP NO. 20856
APN: 0192-021-07
CITY OF FONTANA, CALIFORNIA
JOB NO. MCN25-0071
SHEET NO. 1 OF 1

Filename: I:\ Newbridge Homes\ Wheeler\ Dwg's\ ENTITLEMENT\ SITE PLAN\ SITE PLAN.dwg

CITY OF FONTANA

TENTATIVE TRACT MAP NO. 20856
FOR CONDOMINIUM PURPOSES

OWNERS:

CALIFORNIA OPPORTUNITY ZONE FUND LLC
500 NEWPORT CENTER DRIVE,SUITE #570
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(949) 344-2703

WEST COAST OPPORTUNITY ZONE FUND LLC
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NEWPORT BEACH, CA 92660
(949) 344-2704

INNOVATIVE OPPORTUNITY FUND
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2705

ENGINEER:

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FONTANA, CALIFORNIA 92335
PHONE (909) 356-1815

DEVELOPER:

NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2701

UTILITIES:

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

GAS:
SOUTHERN CALIFORNIA GAS CO.
7000 INDIANA AVENUE
RIVERSIDE, CA 92506
(800) 427-2200

CABLE/TELEPHONE:
SPECTRUM
6461 PATS RANCH ROAD JURUPA
VALLEY, CA 91752
(888) 406-7063

CABLE/TELEPHONE:
FRONTIER COMMUNICATIONS
PO BOX 740407
CINCINNATI, OH
45274-0407
(877) 744-7083

SOLID WASTE:
BURRTEC
9820 CHERRY AVENUE FONTANA
CA, 92335 (909) 987-3717

ELECTRIC:
SOUTHERN CALIFORNIA EDISON CO.
ROSEMEAD, CA 91770
(800) 655-4555

CABLE/TELEPHONE:
AT&T
8052 LIMONITE AVENUE #101 RIVERSIDE, CA 92509
(951) 360-2142

SEWER:
CITY OF FONTANA-SEWER SERVICE
8353 SIERRA AVE
FONTANA,
CA 92335
(909) 350-7670

BENCHMARK:

CITY OF FONTANA BM 536, FOUND PK NAIL IN TOP CURB AT THE EAST END OF CURB RETURN AT THE NORTHEAST CORNER OF MILLER AVENUE AND JUNIPER AVENUE.
ELEVATION: 1362.61

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SIERRA AVENUE, HAVING A BEARING OF NORTH 00°09'00" WEST PER TRACT 2759, M.B. 38/57.

AREA SUMMARY:

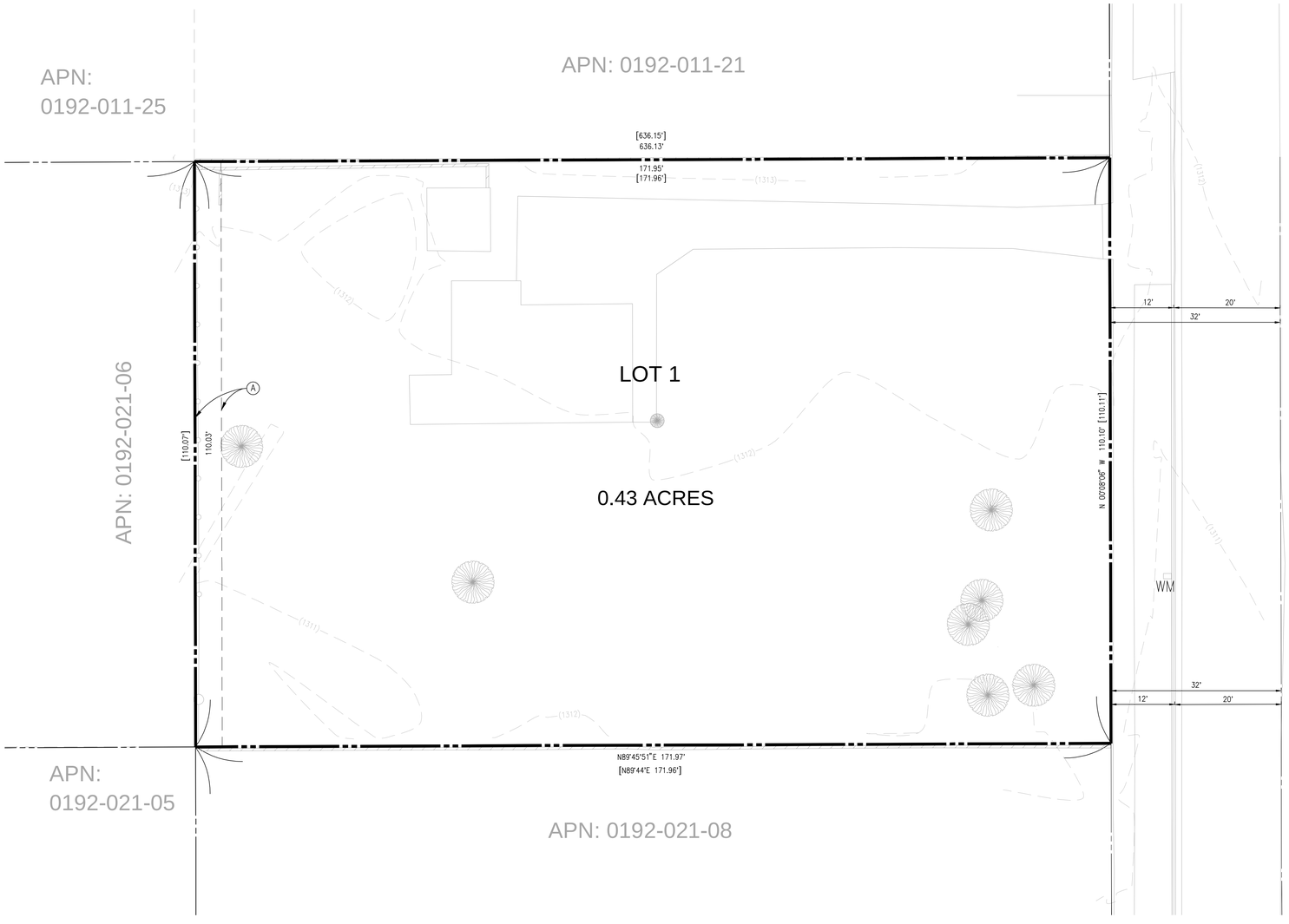
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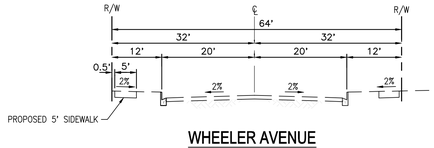
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———	R/W
— — —	CENTERLINE
———	EXISTING PROPERTY LINE

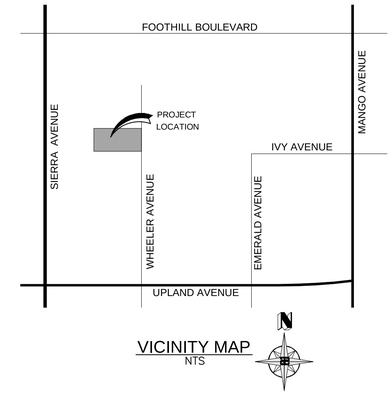
EASEMENTS:

(A) 5' PUE PER TR 2759 MB 38-57, AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER BOOK 2587/321, OFFICIAL RECORDS





WHEELER AVENUE
LOCAL STREET
NTS



VICINITY MAP
NTS

LEGAL DESCRIPTION

LOT 15, TRACT 2759, M.B. 38/57

ASSESSOR'S PARCEL NO:

0192-021-07

EXISTING ZONING:

(FBC) FORM BASED CODE

EXISTING LAND USE:

WMXU-3 (DOWNTOWN CORE PROJECT)

ADJACENT LAND USE:

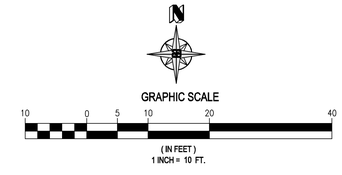
NORTH	WMXU-3 (DOWNTOWN CORE PROJECT)
SOUTH	WMXU-3 (DOWNTOWN CORE PROJECT)
WEST	WMXU-3 (DOWNTOWN CORE PROJECT)

PROPOSED LAND USE:

WMXU-3 (DOWNTOWN CORE PROJECT)

SCHOOL DISTRICT:

FONTANA UNIFIED SCHOOL DISTRICT
9680 CITRUS AVENUE,
FONTANA, CA 92335
(909) 357-7600



CITY OF FONTANA
TENTATIVE TRACT MAP NO. 20856

Prepared For:
NH LAUREL, LLC
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PHONE (949) 344-2701

Prepared By:
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Civil Engineering – Land Surveying – Land Planning
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Phone (909) 356-1815

Robert K. Allard, R.C.E. 85349 — 9/15/25 Date

REGISTERED PROFESSIONAL ENGINEER ROBERT K. ALLARD No. 85349 CIVIL STATE OF CALIFORNIA

CITY OF FONTANA
CONCEPTUAL GRADING PLAN
FOR CONDOMINIUM PURPOSES

OWNERS:

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500 NEWPORT CENTER DRIVE,SUITE #570
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WEST COAST OPPORTUNITY ZONE FUND LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2704

INNOVATIVE OPPORTUNITY FUND
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2705

ENGINEER:

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PHONE (909) 356-1815

DEVELOPER:

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(949) 344-2701

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SEWER:
CITY OF FONTANA-SEWER SERVICE
8353 SIERRA AVE FONTANA, CA 92335
(909) 350-7670

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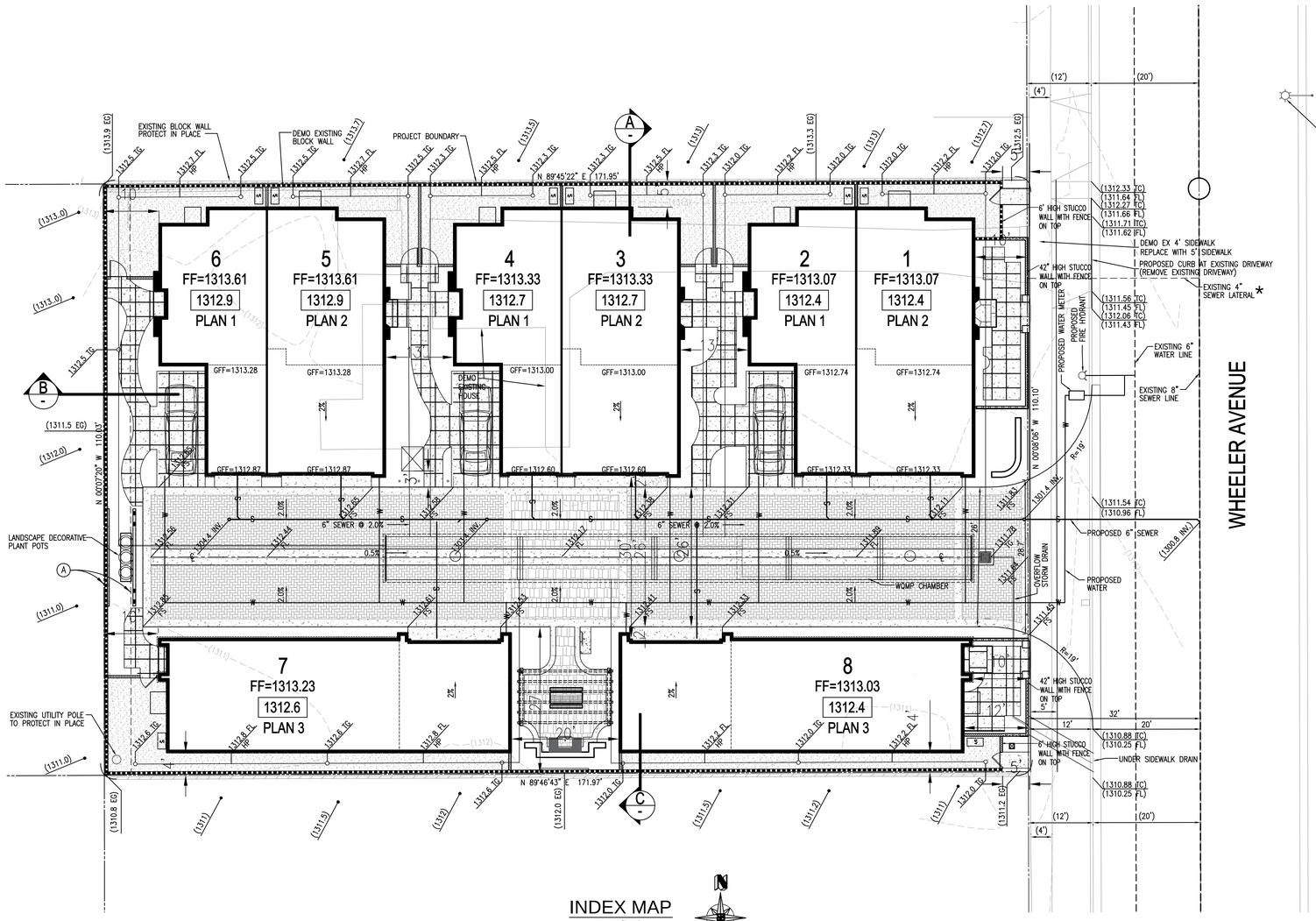
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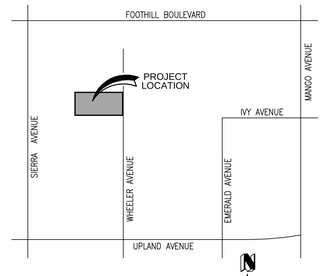
- 1 — UNIT NUMBER
- R/W
- CENTERLINE
- EXISTING PROPERTY LINE
- GRAVEL
- CONCRETE
- DECORATIVE PAVEMENT

EASEMENTS:

(A) 5' PUE PER TR 2759 MB 38-57, AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER BOOK 2587/321, OFFICIAL RECORDS



INDEX MAP
SCALE 1"=10'



VICINITY MAP
NTS

LEGAL DESCRIPTION

LOT 15, TRACT 2759, M.B. 38/57

ASSESSOR'S PARCEL NO:

0192-021-07

EXISTING ZONING:

(FBC) FORM BASED CODE

EXISTING LAND USE:

WMXU-3 (DOWNTOWN CORE PROJECT)

ADJACENT LAND USE:

NORTH	WMXU-3 (DOWNTOWN CORE PROJECT)
SOUTH	WMXU-3 (DOWNTOWN CORE PROJECT)
WEST	WMXU-3 (DOWNTOWN CORE PROJECT)

PROPOSED LAND USE:

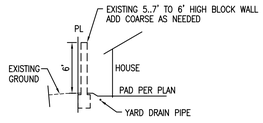
WMXU-3 (DOWNTOWN CORE PROJECT)

SCHOOL DISTRICT:

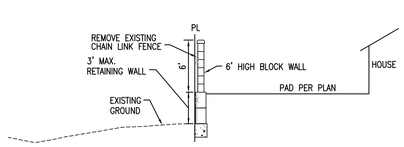
FONTANA UNIFIED SCHOOL DISTRICT 9680
CITRUS AVENUE,
FONTANA, CA 92335
(909) 357-7600

* SEWER LATERAL NOTE:

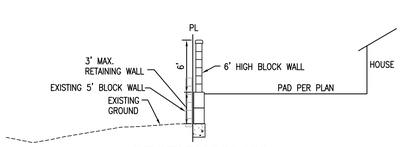
VERIFY LOCATOIN AND CAP EXISTING 4" SEWER LATERAL MINIMUM 5' FROM PROPERTY LINE.



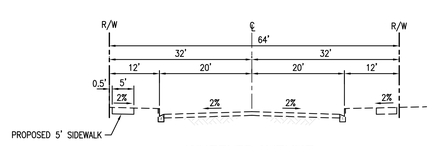
SECTION "A"-"A"
NTS



SECTION "B"-"B"
NTS



SECTION "C"-"C"
NTS



WHEELER AVENUE
LOCAL STREET
NTS

CE-3

Prepared For:
NEWBRIDGE HOMES, LLC
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Fontana, California 92335
Phone (909) 356-1815
Robert K. Allard, R.C.E/ 85349
3/27/25
Date

DATE	April, 2026
SCALE	PER PLAN
DRAWN	CV
CHECKED	R.K.A

SHEET TITLE: CONCEPTUAL GRADING PLAN
PROJECT: TENTATIVE TRACT MAP NO. 20856 -
CITY OF FONTANA, CALIFORNIA
JOB NO. MCN25-0071
SHEET NO. 1 OF 1

PLOT DATE: April 05, 2026 Bobby

Filename: I:\Newbridge Homes Wheeler\Dwg's\ENTITLEMENT\CONCEPT GRADING\CG-01.dwg



SCALE: 3/16"=1'-0"

TRASH BARRELS

SFD & Duplex Homes
(1) 96-gallon barrel (trash)
(1) 64-gallon barrel (recycling)
(1) 32-gallon barrel (organics)

WILLIAMS
EXTERIOR DESIGN
williams-exterior-design.com
707-827-6069

Trash Staging Exhibit

THIS PLAN DOES NOT COMMUNICATE CONSTRUCTION MEANS OR METHODS AND THEREFORE SHALL NOT BE USED FOR CONSTRUCTION OR MISCONSTRUED AS A CONSTRUCTION PLAN OR TECHNICAL DOCUMENT. FINISH ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE FIELD CONDITIONS. THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO | DATE | DESCRIPTION

SHEET TITLE

CE-4

DATE 02.02.2026

ATTACHMENT No. 2 - PROJECT PLANS

CITY OF FONTANA

STREET LIGHT EXHIBIT

VICINITY MAP
NTS

OWNERS:

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500 NEWPORT CENTER DRIVE,SUITE #570
NEWPORT BEACH, CA 92660
(949) 344-2703

WEST COAST OPPORTUNITY ZONE FUND LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2704

INNOVATIVE OPPORTUNITY FUND
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2705

DEVELOPER:

NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
(949) 344-2701

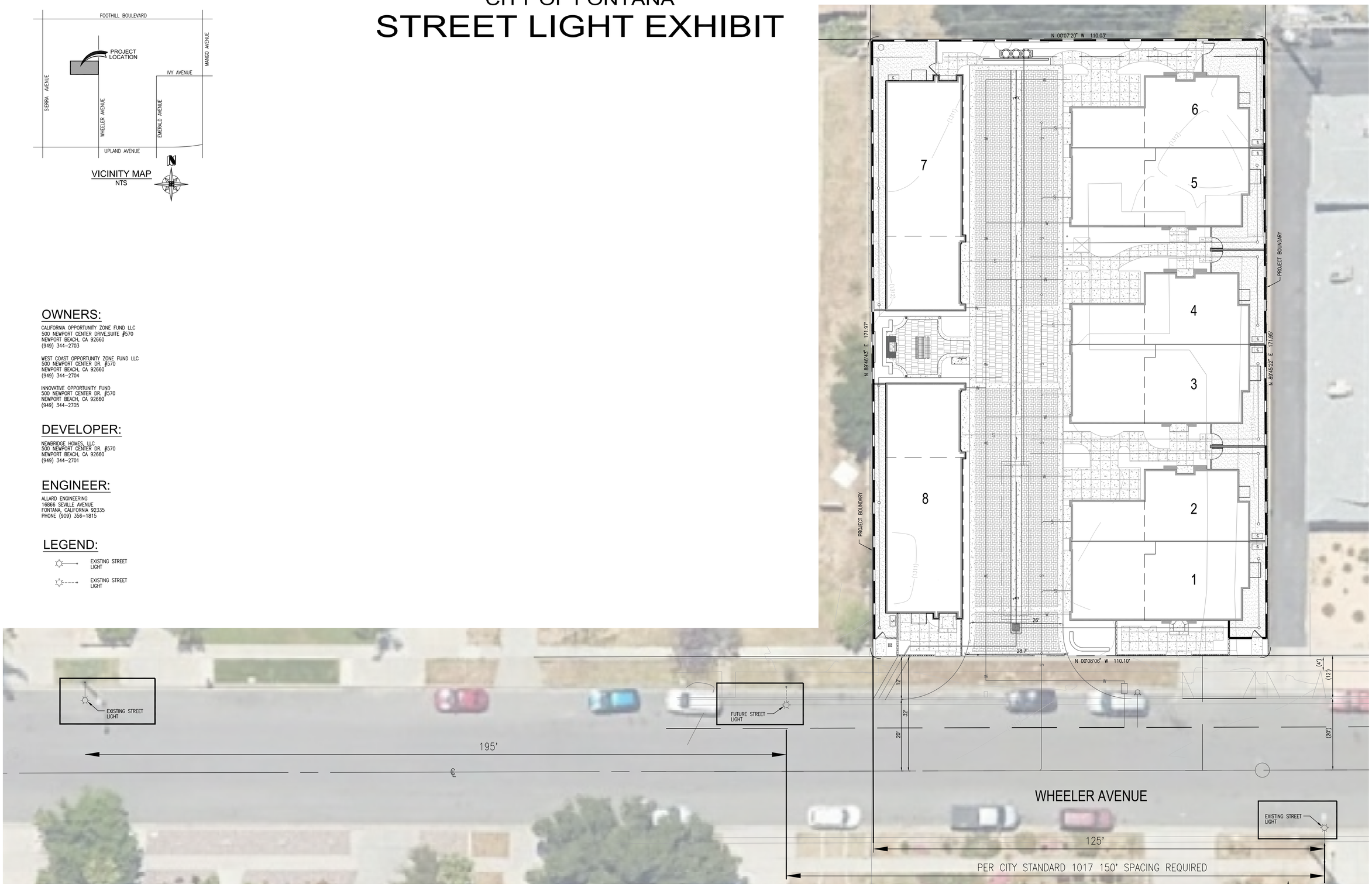
ENGINEER:

ALLARD ENGINEERING
16866 SEVILLE AVENUE
FONTANA, CALIFORNIA 92335
PHONE (909) 356-1815

LEGEND:

EXISTING STREET LIGHT

EXISTING STREET LIGHT



Prepared By:
ALLARD ENGINEERING
Civil Engineering - Land Surveying - Land Planning
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Fontana, California 92335
Phone (909) 356-1815

Robert K. Allard, R.C.E. 85349 — 3/27/25 Date

REGISTERED PROFESSIONAL ENGINEER ROBERT K. ALLARD No. 85349 CIVIL STATE OF CALIFORNIA

Prepared For:
NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DR. #570
NEWPORT BEACH, CA 92660
PHONE (949) 344-2701

N
SCALE 1"=10'

CITY OF FONTANA
STREET LIGHT EXHIBIT
8202 WHEELER AVE

PLOT DATE: April 10, 2026 dallard

Filename: I:\Newbridge Homes\Wheeler\Dwgs\ENTITLEMENT\STREET LIGHT\STREET LIGHT EXHIBIT.dwg

LANDSCAPE PLANS PREPARED FOR

APN: 0192-021-07
RECORD #: MCN 25-0071
TRACT NO: 20856
WHEELER AVE.
FONTANA, CA 92335

DEVELOPER: NEWBRIDGE HOMES, LLC
500 NEWPORT CENTER DRIVE, SUITE 570
NEWPORT BEACH, CA 92660
(949) 344-2701

GENERAL REQUIREMENTS

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES FOR THE COMPLETE INSTALLATION AS DESCRIBED BY THE LANDSCAPE DRAWINGS AND IN THESE SPECIFICATIONS. ALL MATERIALS AND WORKMANSHIP SHALL BE OF THE HIGHEST STANDARDS.
2. ANY DEVIATION FROM THE PLAN OR SPECIFICATIONS IS TO HAVE PRIOR WRITTEN APPROVAL BY THE OWNER OR HIS REPRESENTATIVE.
3. UNTIL ALL WORK IS COMPLETED AND ACCEPTED BY THE OWNER, THE LANDSCAPE CONTRACTOR SHALL ASSUME ALL RISK AND BEAR ALL LOSSES TO HIS MATERIALS AND EQUIPMENT.
4. THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL WORK DAMAGED BY HIM OR MAKE PAYMENT TO OWNER FOR SUCH REPAIR. SHOULD THE LANDSCAPE CONTRACTOR HAVE HIS WORK DAMAGED BY ANOTHER CONTRACTOR, HE IS TO MAKE ARRANGEMENTS WITH THE OTHER CONTRACTOR FOR THE REPAIR OR PAYMENT FOR THE REPAIR.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND AND OVERHEAD UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
6. ALL WORK AND PORTIONS OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE CODES.
7. CONTRACTOR SHALL NOTIFY LANDSCAPE DESIGNER SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT OBSERVATION SCHEDULES.

DEMOLITION NOTES

1. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH DEMOLITION AS SHOWN WHEN IT IS OBVIOUS THAT OBSTRUCTIONS AND/OR OBJECTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS AND/OR OBJECTS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE OR RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANYWAY. ALL MATERIAL TO BE REUSED OR SALVAGED SHALL BE STORED IN AN AREA DESIGNATED BY THE OWNER FOR THAT PURPOSE. ALL SALVAGED MATERIALS SHALL REMAIN THE PROPERTY OF THE OWNER.
3. ALL MATERIALS SPECIFIED TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE PER CODES AND REGULATIONS. CONTRACTOR SHALL COORDINATE METHOD OF DISPOSAL WITH OWNER PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR TO PAY ALL FEES ASSOCIATED WITH DISPOSAL.
4. REMOVE PLANT MATERIAL WITHIN PROJECT LIMITS OF DEMOLITION AS SHOWN ON PLAN AND AS AUTHORIZED IN THE FIELD BY THE LANDSCAPE DESIGNER.
5. EXISTING TREES TO REMAIN SHALL BE PROTECTED IN PLACE.

WEED REMOVAL

1. THE LANDSCAPE CONTRACTOR IS TO REMOVE ALL WEEDS AND GRASSES (INCLUDING ROOTS) IN THE AREA OF LANDSCAPE CONSTRUCTION.
2. IF AGREED UPON BY OWNER, ALL LANDSCAPE AREAS TO RECEIVE THE PRE-EMERGENT HERBICIDE SURFIAN 75W PER MANUFACTURER'S CURRENT PRINTED SPECIFICATIONS. APPLICATION OF HERBICIDE SHALL BE DONE BY PERSONNEL LICENSED TO HANDLE AGRICULTURAL CHEMICALS.

GRADING AND SOIL CONDITIONING

1. ALL WALKWAYS AND PAVED AREAS SHALL HAVE SMOOTH AND CONTINUOUS ELEVATION CHANGES.
2. ALL AREAS SHALL HAVE POSITIVE DRAINAGE.
3. ALL PROPOSED GRADES ARE TO MEET AND BLEND IN WITH EXISTING GRADING AT PROJECT LIMIT AND EXISTING SIDEWALK. PRECISE ELEVATIONS INDICATED ON PLANS TO BE VERIFIED IN FIELD TO AS-BUILT CONDITION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR "ROUNDING OFF" ALL SHARP RIDGES EXISTING ON-SITE, WHETHER OR NOT SUCH CONDITIONS ARE INDICATED ON PLANS, AND FOR "FINISH GRADING." FINISH GRADING SHALL CONSIST OF RAKING ALL AREAS TO A SMOOTH GRADE, CULTIVATING THE SOIL TO A DEPTH OF SIX INCHES (6") AND REMOVING ALL ROCKS OR CLODS OF TWO-INCH (2") DIAMETER OR LARGER. REMOVAL OF MINOR AMOUNTS OF CONSTRUCTION WASTE IS INCLUDED.
5. ALL LANDSCAPE AREAS ARE TO RECEIVE AN EVEN APPLICATION (PER EACH 1000 SQUARE FEET) OF SIX (6) CUBIC YARDS OF NITROGEN MINERALIZED, STABILIZED WOOD SAWDUST, THIRTY (30) POUNDS OF 6N-20P-20K FERTILIZER AND TEN (10) POUNDS OF SOIL SULPHUR. MATERIAL IS TO BE INCORPORATED UNIFORMLY INTO THE TOP SIX INCHES (6") OF SOIL.
6. FOR PLANTS INDICATED ON PLANT LIST AS "ACID-LOVING," A SPECIAL BACKFILL MIX IS TO BE USED, CONSISTING OF TWO (2) PARTS SITE SOIL, ONE (1) PART FINE SAND, ONE (1) PART PEAT MOSS AND 7-7-7 HIGH ACID IRON PREPLANT FERTILIZER. BACKFILL MIX FOR ALL OTHER CONTAINER PLANTS TO CONSIST OF TWO (2) PARTS SOIL AND ONE (1) PART NITROGEN MINERALIZED FIR BARK. BACKFILL MIXES ARE TO BE MIXED IN SEPARATE STOCKPILES, NOT IN THE PLANTING PIT.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL PIPING, CONDUIT, SLEEVES, ETC., SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.
   THE LOCATIONS OF FEATURES TO BE CONSTRUCTED NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. IF CONFLICTS ARISE IN FIELD, CONTACT LANDSCAPE DESIGNER FOR SOLUTION.
2. ALL DIMENSIONS ARE FROM OUTSIDE FACE OF PAVING, WALLS, ETC., UNLESS OTHERWISE NOTED ON PLANS.
3. PROVIDE FELT EXPANSION JOINT WITH SEALANT WHERE PAVING ABUTS CURBING, BUILDINGS, COLUMNS, AND STRUCTURES. VERIFY TYPE AND COLOR OF SEALANT WITH LANDSCAPE DESIGNER.
4. ALL CURVED WALLS AND WALKS SHALL HAVE SMOOTH, CONTINUOUS CURVES AS INDICATED ON PLANS.
5. PRIOR TO CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR COORDINATING PRE-CONSTRUCTION MEETINGS ON SITE WITH ALL SUB-CONTRACTORS AND THE LANDSCAPE DESIGNER.
6. CONTRACTOR SHALL PROVIDE 4' BY 4' SAMPLES OF ALL FLATWORK FOR LANDSCAPE DESIGNER'S APPROVAL.

PLANT MATERIALS

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIALS THAT ARE FREE OF PESTS OR PLANT DISEASES. THIS INCLUDES PRE-SELECTED OR "TAGGED" MATERIAL.
2. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY LANDSCAPE DESIGNER.
3. PROVIDE MATCHING SIZES AND FORMS FOR ALL HEDGE PLANTINGS. SPACE EQUALLY AS SHOWN.
4. EQUALLY SPACE VINES WHERE PLANTED AGAINST WALLS OR FENCES. SEE DRAWINGS FOR QUANTITY AND APPROXIMATE SPACING.

GENERAL PLANTING NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL IMPORT OF SOIL AND/OR AMENDMENTS AS NECESSARY TO EXECUTE SPECIFIED SOIL PREPARATION AND ACHIEVE FINISH GRADES IN PLANTED AREAS, AS INDICATED ON CIVIL DRAWINGS AND IN SPECIFICATIONS.
2. ALL PLANTS ARE TO HAVE A PLANTING PIT 1 112 TIMES THE DIAMETER OF THE ROOTBALL AND EQUAL TO ITS DEPTH. THE PLANT IS TO BE BACKFILLED (AFTER POSITIONING OF PLANT) WITH SPECIFIED BACKFILL MIX OR SPECIFIED ACID-LOVING BACK-FILL MIX IF INDICATED ON THE PLANT LIST. PROVIDE A SHALLOW WATERING BASIN FOR EACH PLANT.
3. GROUND COVERS ARE TO BE PLANTED SO THAT AFTER SETTLING, THE CROWN OF THE PLANT IS EVEN WITH FINISH GRADE, ROOTS FULLY COVERED WITH SOIL AND FIRMED.
4. WATERING OF PLANTS IS TO TAKE PLACE IMMEDIATELY AFTER PLANTING.
5. GUYING AND STAKING OF TREES IS TO BE PER DETAILS.

CLEAN UP

1. AT THE COMPLETION OF ALL PLANTING OPERATIONS, CONTRACTOR WILL LEAVE THE PREMISES NEAT AND CLEAN.
2. CONTRACTOR WILL REMOVE ALL SURPLUS MATERIALS, NURSERY TAGS AND WASTE FROM THE SITE.

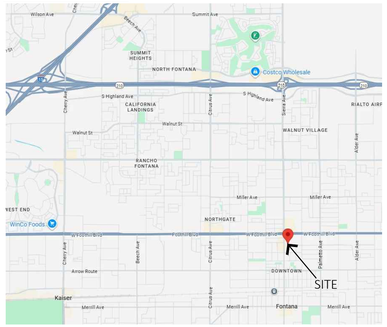
MAINTENANCE

1. THE CONTRACTOR IS TO MAINTAIN ALL LANDSCAPE AREAS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF COMPLETION, ESTABLISHED BY THE OWNER OR HIS REPRESENTATIVE. ALL AREAS ARE TO BE KEPT WELL-WATERED, FREE OF WEEDS, GRASSES AND TRASH DURING THE MAINTENANCE PERIOD.
2. AN APPLICATION OF FERTILIZER IS TO BE MADE JUST PRIOR TO THE COMPLETION OF THE MAINTENANCE PERIOD, OR AT THIRTY (30) DAY INTERVALS IF MAINTENANCE PERIOD IS GREATER THAN 30 DAYS.
3. THE IRRIGATION SYSTEM OF THE INSTALLATION AREA IS TO BE CHECKED FOR COVERAGE AT EACH WATERING. MALFUNCTIONS, SUCH AS DIRTY HEADS, ETC., ARE TO BE CORRECTED ON THE SPOT. MORE SERIOUS DEFECTS ARE TO BE REPORTED IMMEDIATELY TO THE OWNER FOR CORRECTION BY THE SPRINKLER CONTRACTOR, OR CORRECTED IMMEDIATELY BY THE LANDSCAPE CONTRACTOR IF CONTRACT INCLUDED SPRINKLER INSTALLATION.
4. MAINTENANCE SCHEDULE:
   A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE BUT NOT LIMITED TO: ROUTINE INSPECTIONS: AN ADJUSTMENT AND REPAIR OF THE IRRIGATION SYSTEM AND ITS COMPONENTS, AERATING AND DETACHING TURF AREA; REPLENISHING MULCH : FERTILIZING AREAS: AND REMOVING OBSTRUCTIONS TO EMISSION DEVICES.
5. A MAINTENANCE SCHEDULE IS TO BE SUBMITTED WITH THE CERTIFICATE OF COMPLETION

GUARANTEE

1. LANDSCAPE CONTRACTOR WILL GUARANTEE ALL PLANT MATERIALS OF 1-GALLON TO 15-GALLON SIZE FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF ACCEPTANCE. ALL BOX-SIZE MATERIAL IS TO BE GUARANTEED FORA PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.

VICINITY MAP



THIS PROJECT SHALL COMPLY WITH 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.

REQUIRED STATEMENTS AND CERTIFICATIONS

- ☐ *"I agree to comply with the requirements of the State Model Water Efficient Landscape Ordinance and have submitted a complete Landscape Documentation Package."*
- ☐ *"I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the landscape and grading design plan."*
- ☐ *"A minimum 3-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated."*
- ☐ *"For soils less than six-percent (6%) organic matter in the top six (6) inches of soil, compost at a rate of a minimum of four (4) cubic yards per one-thousand (1,000) square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil."*
- ☐ *"At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, and an irrigation schedule of landscape and maintenance."*
- ☐ *"Recirculating water systems shall be used for water features."*
- ☐ *"Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices."*
- ☐ *"Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur."*
- ☐ *"A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes."*
- ☐ *"A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, irrigation plans, or the licensed landscape contractor for the project."*
- ☐ *"No Certificate of Occupancy shall be issued until a City landscape inspector has verified that all irrigation, grading, and planting have been completed in accordance with the approved plans and specifications of FCC Section 28-117 at time of final inspection."*
- ☐ *"An irrigation audit report shall be completed per FCC Section 28-106 at time of final inspection."*
- ☐ *"With regard to landscape maintenance districts or public landscape, it shall be the responsibility of the developer to comply with FCC Section 28-118, Special Landscape District Requirements."*

LANDSCAPING COMPLETED PRIOR TO THE FINAL INSPECTION SHALL COMPLY WITH ONE OR MORE OF THE FOLLOWING: 4.106.4

A. AREAS DISTURBED DURING CONSTRUCTION ARE RESTORED TO BE CONSISTENT WITH NATIVE VEGETATION SPECIES AND PATTERNS
B. LIMIT TURF AREAS TO THE GREATEST EXTENT POSSIBLE
C. UTILIZE AT LEAST 75% NATIVE CALIFORNIA OR DROUGHT TOLERANT PLANT AND TREE SPECIES APPROPRIATE FOR THE CLIMATE ZONE REGION.
D. HYDROZONING IRRIGATION IRRIGATION TECHNIQUES ARE INCORPORATED INTO THE LANDSCAPE DESIGN

SHEET INDEX:

L-0 COVER SHEET
SA-1.0 SITE AREA CALCS
L-1.0 CONTRUCTION FEATURES
L-1.1 WALL PLAN
L-1.2 PLANTING PLAN
L-1.3 PLANTING IMAGES
L-1.4 LANDSCAPE MANAGEMENT/ PLANTING DETAILS
I-1.0 IRRIGATION PLAN
I-1.1 IRRIGATION NOTES
I-1.2 IRRIGATION DETAILS
I-1.3 IRRIGATION SPECS

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707-827-6069

CERTIFIED LANDSCAPE CONTRACTOR
Ryan Paul Ruiz
Lic# 950714
Exp. 08-31-2026
Williams Landscape & Design, Inc.
STATE OF CALIFORNIA

COVER SHEET

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THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE
RESIDENCES
WHEELER AVE.
FONTANA, CA

NO.	DATE	DESCRIPTION

SHEET TITLE
COVER
L-0

DATE 03.03.2026



WALL PLAN
SCALE: 3/16"=1'-0"

AMENITY AREA: 534 SQ. FT.

COMMON OPEN SPACE: 1,733 SQ. FT.

PRIVATE YARDS: 512 SQ. FT.

PRIVATE YARD SPACE ELIGIBLE FOR COMMON AREA CALC: 1,749 SQ. FT.

TOTAL OPEN SPACE (LESS PRIVATE YARDS): 534 + 1,733 + 1,749= **4,016 SQ. FT.**

SITE AREA CALCS

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PROJECT TITLE

RESIDENCES

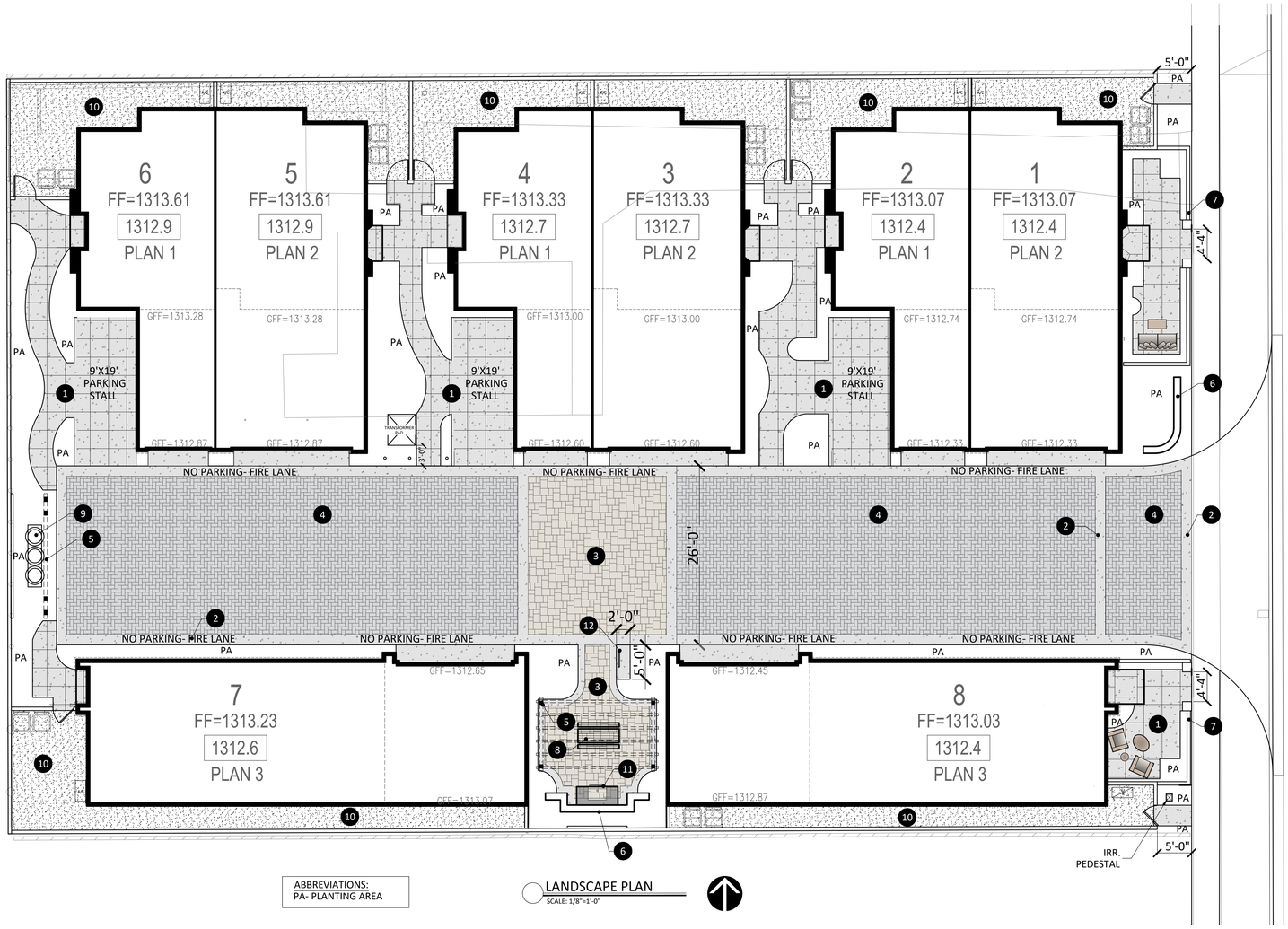
WHEELER AVE.
FONTANA, CA

NO. DATE DESCRIPTION

SHEET TITLE

SITE AREA CALCS
SA-1.0

DATE 03.03.2026



ABBREVIATIONS:
PA- PLANTING AREA

LANDSCAPE PLAN
SCALE: 1/8"=1'-0"

WHEELER AVE.

HARDSCAPE LEGEND

1. CONCRETE PAVING
2. CONCRETE BANDS
3. CONCRETE PAVERS #1
4. CONCRETE PAVERS #2
5. OVERHEAD ARBOR
6. 18"H GARDEN WALL
7. STUCCO WALL WITH FENCE ATOP 3'-6"H
8. PICNIC TABLE
9. PRECAST POTS ON CONCRETE FOOTING
10. GRAVEL
11. PREFAB GRILLING ISLAND- GAS BURNING
12. BICYCLE PARKING

HARDSCAPE ELEMENTS



PICNIC TABLE 72"L X45"W



SPANISH TILE



PAVER #1: MEDITERRANEAN PAVERS



PAVER #2: ATTRAVERSO PAVERS



GRAY CONCRETE WITH SAWCUT SCORING



POTS: ITALIAN TALL JARDINIERE 36"X36"



PREFAB GAS GRILL ISLAND

1-Loop Wave Style Bike Rack - 3 Bike Capacity, Black

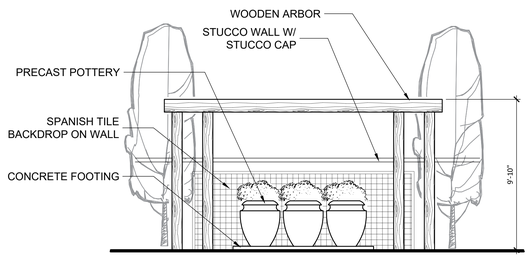


Upscale stylish look for downtown shopping and business districts.

- For stadiums, parks and athletic fields.
- 10-gauge steel with attractive powder coating.
- 2 3/8" diameter bar.
- Mounting hardware included.

ULINE BIKE RACK

COMMON AREA ELEVATION
SCALE: 1/4"=1'-0"

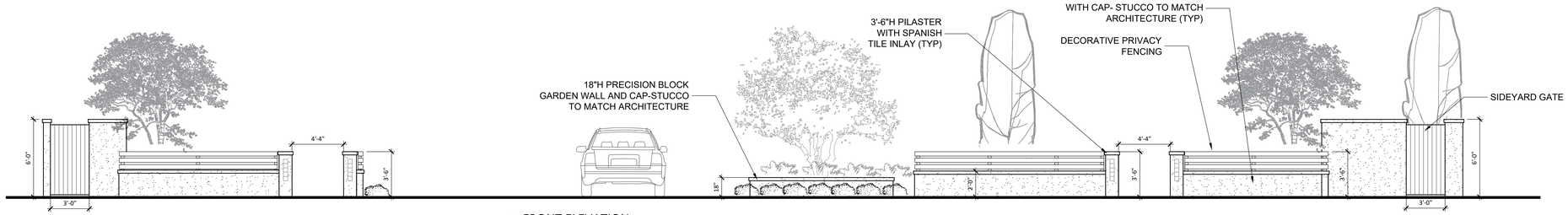


DRIVEWAY FOCAL POINT
SCALE: 1/4"=1'-0"

LANDSCAPE AREA CALCULATION

SITE AREA	18,730 SQ.FT.	
PARKING AREA	555 SQ. FT.	3%
BUILDING FOOTPRINTS	8,405 SQ. FT.	44%
DRIVE AISLE	4,297 SQ. FT.	23%
HARDSCAPE	3,720 SQ. FT.	20%
LANDSCAPE AREA	1,853 SQ. FT.	10%

NOTE:
ALL ARBORS, PATIO COVERS AND WALLS SHALL BE ON SEPARATE PERMITS.



FRONT ELEVATION
SCALE: 1/4"=1'-0"

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LANDSCAPE PLAN

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PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO.	DESCRIPTION	DATE

SHEET TITLE

CONTRUCTION FEATURES

L-1.0

DATE 03.03.2026



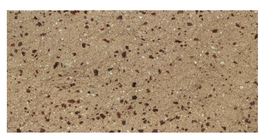
WALL PLAN
SCALE: 3/16"=1'-0"

WALL, FENCE & GATE LEGEND

W-1	EXISTING 6'-0"H BLOCK WALL TO REMAIN
W-2	NEW 6'-0"H PRECISION BLOCK WALL IN 'TAN' WITH MATCHING CAP
W-3	NEW 6'-0"H SPLIT-FACE BLOCK WALL IN 'TAN' WITH MATCHING CAP
W-4	NEW 3'-6"H COMBO WALL WITH 2'-0"H STUCCO CMU WALL AND 3" STUCCO CAP W/ 1'-6"H METAL FENCING ATOP
W-5	18"H PRECISION BLOCK GARDEN WALL AND CAP WITH STUCCO TO MATCH ARCHITECTURE
P-1	NEW 4'-6"H 16"SQ. STUCCO CMU PILASTER WITH TILE INLAY AND 3" STUCCO CAP
G-1	METAL GATE


TAN PRECISION BLOCK


TAN PRECISION BLOCK & CAP


TAN SPLIT-FACE BLOCK


TAN SPLIT-FACE BLOCK & CAP

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WALL, FENCE AND GATE PLAN

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PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO. | DATE | DESCRIPTION

SHEET TITLE

WALL PLAN
L-1.1

DATE 03.03.2026



PROJECT SITE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS
TREES					
	OLEA EUROPAEA (MULTI) 20'H	MANZANILLO OLIVE	BARE ROOT	1	L
	ARBUTUS 'MARINA' (STANDARD)	MARINA STRAWBERRY TREE	24" BOX	6	L
	GINKGO BILOBA 'FAIRMONT' (STANDARD)	GINKGO	24" BOX	6	L
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	24" BOX	8	L
	ACACIA COGNATA	RIVER WATTLE	15 GAL	4	L

WALL PLAN
SCALE: 3/16"=1'-0"

SHRUBS & GROUNDCOVER PLANTING PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS	TIER
	STRELITZIA NICOLAI	GIANT BIRD OF PARADISE	15 GAL	12	M	F
	OLEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL	5	L	C
	WESTRINGIA 'SMOKEY'	SMOKEY COAST ROSEMARY	5 GAL	32	L	C
	NANDINA DOMESTICA 'MOON BAY'	DWARF HEAVENLY BAMBOO	5 GAL	50	L	A.S.
	ALOE VERA	MEDICINAL ALOE	5 GAL	51	L	A.S.
	CUPRESSUS SEMPERVIRENS 'TINY TOWER'	DWARF ITALIAN CYPRESS	15 GAL	17	L	F
	WESTRINGIA 'LOW HORIZON'	LOW SPREADING COAST ROSEMARY	5 GAL	53	L	A
	RHAPHIOLEPIS UMBELLATA 'MINOR'	DWARF YEDDA HAWTHORN	1 GAL	48	L	C
	ELAEAGNUS PUNGENS	SILVERBERRY	5 GAL	4	L	E
	BOUGAINVILLEA 'PURPLE QUEEN'	SHRUB PURPLE BOUGAINVILLEA	5 GAL	3	L	B

LEGEND MATCHLINE

LEGEND MATCHLINE

FEIJOA SELLOWIANA	PINEAPPLE GUAVA	5 GAL	16	L	E
HESPERALOE 'BRAKELIGHTS'	RED YUCCA	5 GAL	34	L	B
PITTOSPORUM TEN. 'MARJORIE CHANNON'	VARIEGATED LILY OF THE NILE	5 GAL	19	L	E
CEANOTHUS 'YANKEE POINT'	CARPET CEANOTHUS	1 GAL	36	L	A
CARISSA MACROCARPA 'GREEN CARPET'	CARPET NATA PLUM	1 GAL	70	L	A
WALL VINES					
HARDENBERGIA 'HAPPY WANDERER'	PURPLE LILAC VINE	5 GAL	20	L	NA

PARKWAY LANDSCAPE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS
TREES					
	GEIJERA PARVIFOLIA (STANDARD)	AUSTRALIAN WILLOW	24" BOX	2	L
	CARISSA MACROCARPA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	1 GAL	72	L

WILLIAMS
EXTERIOR DESIGN
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PLANTING PLAN

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PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO. | DATE | DESCRIPTION

SHEET TITLE

PLANTING PLAN
L-1.2

DATE 03.03.2026

PROJECT SITE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS
TREES					
	OLEA EUROPAEA (MULTI) 20'H	MANZANILLO OLIVE	BARE ROOT	1	L
	ARBUTUS 'MARINA' (STANDARD)	MARINA STRAWBERRY TREE	24" BOX	6	L
	GINKGO BILOBA 'FAIRMONT' (STANDARD)	GINKGO	24" BOX	6	L
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	24" BOX	8	L
	ACACIA COGNATA	RIVER WATTLE	15 GAL	4	L

SHRUBS & GROUNDCOVER PLANTING PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS	TIER
	STRELITZIA NICOLAI	GIANT BIRD OF PARADISE	15 GAL	12	M	F
	OLEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL	5	L	C
	WESTRINGIA 'SMOKEY'	SMOKEY COAST ROSEMARY	5 GAL	32	L	C
	NANDINA DOMESTICA 'MOON BAY'	DWARF HEAVENLY BAMBOO	5 GAL	50	L	A.S.
	ALOE VERA	MEDICINAL ALOE	5 GAL	51	L	A.S.
	CUPRESSUS SEMPERVIRENS 'TINY TOWER'	DWARF ITALIAN CYPRESS	15 GAL	17	L	F
	WESTRINGIA 'LOW HORIZON'	LOW SPREADING COAST ROSEMARY	5 GAL	53	L	A
	RHAPHIOLEPIS UMBELLATA 'MINOR'	DWARF YEDDA HAWTHORN	1 GAL	48	L	C
	ELAEAGNUS PUNGENS	SILVERBERRY	5 GAL	4	L	E
	BOUGAINVILLEA 'PURPLE QUEEN'	SHRUB PURPLE BOUGAINVILLEA	5 GAL	3	L	B
	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	5 GAL	16	L	E
	HESPERALOE 'BRAKELIGHTS'	RED YUCCA	5 GAL	34	L	B
	PITTOSPORUM TEN. 'MARJORIE CHANNON'	VARIEGATED LILY OF THE NILE	5 GAL	19	L	E
	CEANOTHUS 'YANKEE POINT'	CARPET CEANOTHUS	1 GAL	36	L	A
	CARISSA MACROCARPA 'GREEN CARPET'	CARPET NATA PLUM	1 GAL	70	L	A
WALL VINES						
	HARDENBERGIA 'HAPPY WANDERER'	PURPLE LILAC VINE	5 GAL	20	L	NA

PARKWAY LANDSCAPE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WUCOLS
TREES					
	GEIJERA PARVIFOLIA (STANDARD)	AUSTRALIAN WILLOW	24" BOX	2	L
	CARISSA MACROCARPA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	1 GAL	72	L

NOTE: FRONT YARDS SHALL INCORPORATE A MIN. OF 3 TIERS OF PLANTING PER SECTION 30-326 (2) J. 4.

PLANTING TIER LEGEND

A LOW SPREADING FOREGROUND SHRUBS <12"H
B LOW MOUNDING SHRUB 24"-30"
C LOW HEDGE 24"-30"
A.S. ACCENT SHRUBS STRATEGICALLY PLACED
E LARGE BACKGROUND SHRUB 42"-60"
F VERTICAL ACCENT SHRUB (TO ANNOUNCE ENTRY)

PLANTING PHOTOS


STRELITZIA NICOLAI



OLEA 'LITTLE OLLIE'


WESTRINGIA 'SMOKEY'


NANDINA DOMESTICA 'MOON BAY'


AGAVE 'BLUE FLAME'

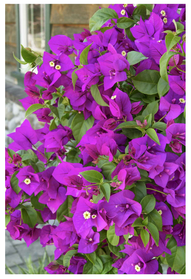


CUPRESSUS SEMP. 'TINY TOWER'


WESTRINGIA 'LOW HORIZON'


RHAPHIOLEPIS UMBELLATA 'MINOR'


ELAEAGNUS PUNGENS


BOUGAINVILLA 'PURPLE QUEEN'



FEIJOA SELLOWIANA


HESPERALOE 'BRAKELIGHTS'


HESPERALOE 'MARJORIE CHANNON'


CEANOTHUS 'YANKEE POINT'


CARISSA 'GREEN CARPET'


HARDENBERGIA 'HAPPY WANDERER'

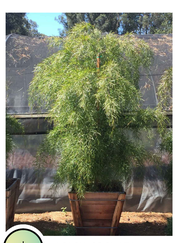
TREE PHOTOS


OLEA EUROPAEA (MULTI)


ARBUTUS 'MARINA' (STANDARD)


GINKGO BILOBA 'FAIRMONT'


LOPHOSTEMON CONFERTUS


ACACIA COGNATA


GEIJERA PARVIFOLIA (STANDARD)

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PLANTING PHOTOS

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PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO.	DATE	DESCRIPTION

SHEET TITLE

PLANTING PHOTOS
L-1.2

DATE 03.03.2026

LANDSCAPE MANAGEMENT SCHEDULE

JANUARY:
· PRUNE ANY TREE BRANCHES THAT INTERFERE WITH PUBLIC SAFETY OR SIGHT LINES.
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED. (USE MULCHING MOWER THAT CHOPS CLIPPINGS FINELY AND BLOWS MULCH DOWN INTO TURF TO DECOMPOSE AND FEED SOIL.)

FEBRUARY:
· APPLY ORGANIC COMPOST AROUND TREES OR SHRUBS IN LATE FEBRUARY. MAKE APPLICATION PRIOR TO A RAINFALL SO THE RAIN WILL SOAK THE COMPOST IN. MULCH MOW ALL TURF AREAS ONCE PER MONTH.
· ADD NEW MULCH TO PLANTED AREAS WHERE THE MULCH DEPTH HAS BEEN REDUCED TO LESS THAN 2 INCHES THICK. MULCH NOT REQUIRED WHERE SHRUBS OR GROUNDCOVER COMPLETELY HIDE THE SOIL SURFACE FROM VIEW.

MARCH:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.
· REPLACE ANY DEAD OR MISSING PLANTS
· FLUSH OUT IRRIGATION SYSTEMS AS NEEDED, RUN AND CHECK FOR PROPER OPERATION OF EACH VALVE ZONE. TEST SENSORS (RAIN, SOIL, OR WEATHER SENSORS).
· REMOVE AND CLEAN WYE FILTER SCREENS.
· CLEAN OR REPLACE PLUGGED SPRINKLER NOZZLES. REPLACE PLUGGED DRIP EMITTERS.
· REPLACE IRRIGATION CONTROLLER PROGRAM BACK-UP BATTERIES.

APRIL:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.
· APPLY ORGANIC COMPOST AROUND TREES OR SHRUBS. SHRUBS/GROUNDCOVER AREAS MAY BE ELIMINATED WHEN THE PLANTS REACH MATURITY.
· ADD NEW MULCH TO PLANTED AREAS WHERE THE MULCH DEPTH HAS BEEN REDUCED TO LESS THAN 2 INCHES THICK. MULCH NOT REQUIRED WHERE SHRUBS OR GROUNDCOVER COMPLETELY HIDE THE SOIL SURFACE FROM VIEW.

MAY:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.
· TURN ON IRRIGATION SYSTEM, RUN AND VISUALLY INSPECT FOR PROPER ZONE COVERAGE. SET ET-BASED, WEATHER OR SOIL SENSOR-BASED, OR SEASONAL PROGRAMS TO ADJUST IRRIGATION UP IN JULY-AUGUST, AND DOWN FOR MAY-JUNE AND SEPTEMBER.

JUNE:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.
· PRUNE SPRING & WINTER-FLOWERING SHRUBS AS NEEDED TO MAINTAIN PROPER SHAPE(NATURAL, TOUCHING, NOT HEDGED OR TOPIARY EXCEPT WHERE SPECIFIED BY OWNER).
· ADD NEW MULCH TO PLANTED AREA WHERE THE MULCH DEPTH HAS BEEN REDUCED TO LESS THAN 2 INCHES THICK. MULCH NOT REQUIRED WHERE SHRUBS OR GROUNDCOVER COMPLETELY HIDE THE SOIL SURFACE FROM VIEW.

JULY:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED
· PRUNE VINES AS NEEDED

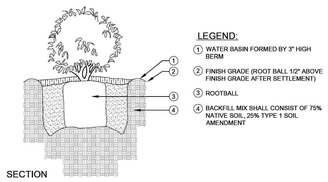
AUGUST:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED
· ADD NEW MULCH TO PLANTED AREAS WHERE THE MULCH DEPTH HAS BEEN REDUCED TO LESS THAN 2INCHES THICK. MULCH NOT REQUIRED WHERE SHRUBS OR GROUNDCOVER COMPLETELY HIDE THE SOIL SURFACE FROM VIEW.

SEPTEMBER:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED
· PRUNE VINES AS NEEDED
· APPLY ORGANIC COMPOST AROUND TREES OR SHRUBS IN SEPTEMBER OR EARLY OCTOBER. THE SHRUBS/GROUNDCOVER AREAS MAY BE ELIMINATED WHEN THE PLANTS REACH MATURITY

OCTOBER:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED
· ADD NEW MULCH TO PLANTED AREAS WHERE THE MULCH DEPTH HAS BEEN REDUCED TO LESS THAN 2 INCHES THICK. MULCH ADDITIONS ARE NOT REQUIRED WHERE SHRUBS OR GROUNDCOVER COMPLETELY HIDE THE SOIL SURFACE FROM VIEW.

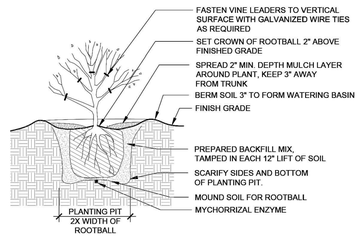
NOVEMBER:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.

DECEMBER:
· MULCH MOW NATIVE GRASS AREAS ONCE PER MONTH IF PREFERRED MOWED.
· PRUNE ANY TREE BRANCHES THAT INTERFERE WITH
· PRUNE SUMMER AND FALL-BLOOMING SHRUBS AS NEEDED TO MAINTAIN PROPER SHAPE.

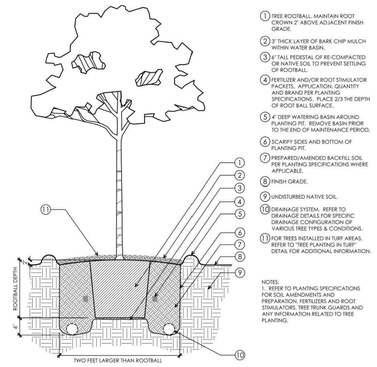


NOTE:
1. PLANT HOLE SHALL BE LARGER if NECESSARY to PERMIT HANDLING and PLANTING without INJURY or BREAKAGE of the ROOT BALL and ROOT SYSTEM
2. PLANT HOLE SIZE SHALL BE TWICE THE CONTAINER DIAMETER
3. NITROLOZED WOOD SHAVINGS

SHRUB PLANTING
SCALE: NTS

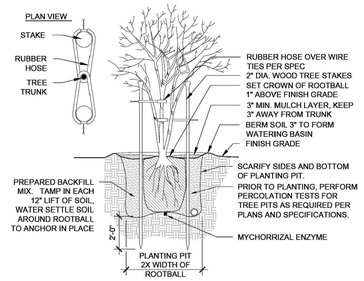


VINE ESPALIER ON WALL
SCALE: NTS

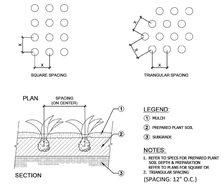


NOTES:
1. REFER TO PLANTING SPECIFICATIONS FOR SOIL AMENDMENTS AND PREPARATION, FERTILIZERS AND ROOT STIMULATORS, TREE TRUNK GUARDS AND ANY INFORMATION RELATED TO TREE PLANTING.

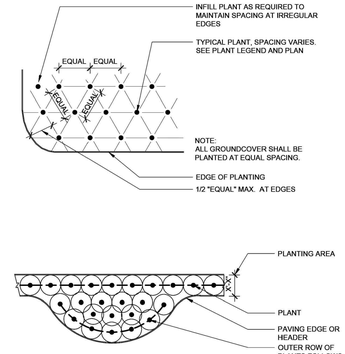
TREE PLANTING
SCALE: NTS

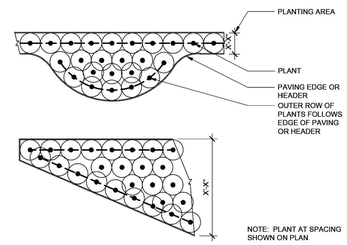


TREE STAKING
SCALE: NTS

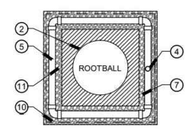


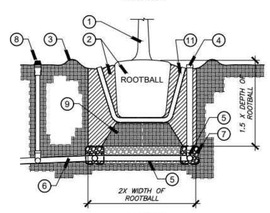
GROUNDCOVER SPACING
SCALE: NTS





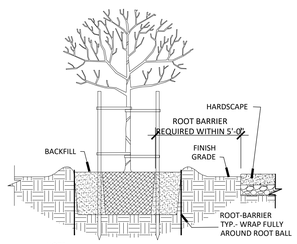
PLANTING ALONG PAVING
SCALE: NTS





LEGEND
1. TREE TRUNK
2. ROOTBALL AND BACKFILL PER TREE PLANTING DETAIL
3. WATER BASIN PER TREE PLANTING DETAIL
4. 4" DIA. PVC INSPECTION TUBE WITH BLACK PVC SLIP CAP. SET 3" MAXIMUM ABOVE FINISH GRADE. DRILL 3/4" DIA. HOLE IN TOP OF CAP TO ALLOW FOR REMOVAL. CONNECT TO DRAIN PIPE WITH REDUCER FITTING AS REQUIRED.
5. 4" DIA. PERFORATED PIPE, WITH DRAINAGE HOLES POINTED DOWN, IN FILTER SOCK.
6. CONNECT PERFORATED PIPE TO STORM DRAIN SYSTEM PER CIVIL ENGINEER'S DRAWINGS
7. 12" LAYER OF 3/4" DRAINAGE GRAVEL, SURROUNDED BY SOIL SEPARATOR FABRIC
8. ATRIUM PLANTER DRAIN PER PLAN, WHERE OCCURS. CONNECT TO STORM DRAIN SYSTEM PER CIVIL ENGINEER'S DRAWINGS
9. NATIVE SOIL
10. EDGE OF PLANTING PIT
11. 3" CORRUGATED PIPE BELOW ROOTBALL TO ALLOW FOR METHANE GAS RELEASE. PROVIDE 3" BLACK DRAIN GRATE, NDS #14, AS CAP AT EXPOSED ENDS.

FIELD-DUG OLIVE TREE PLANTING
SCALE: NTS



NOTE:
1. TOP OF ROOT CONTROL BARRIER MUST BE AT GRADE.
2. POSITION ROOT CONTROL BARRIER ADJACENT TO STRUCTURE.
3. BARRIER SHALL EXTEND A MIN. OF 12" BELOW BOTTOM OF HARDSCAPE.
4. PROVIDE A MIN. OF 12' OF ROOT BARRIER PER 24" BOX TREE AND AN ADDITIONAL 4' PER 12" INCREASE IN BOX SIZE.
5. ROOT BARRIER SHALL EXTEND BELOW GRADE A DISTANCE EQUAL TO OR GREATER THAN THE DEPTH OF THE ROOT BALL.
6. ALL TREES WITHIN 5' OF HARDSCAPE (MEASURED FROM THE OUTSIDE OF THE ROOTBALL) SHALL HAVE A ROOT-BARRIER INSTALLED.
7. ROOT BARRIER DEVICE SHALL BE UV-STABILIZED HIGH DENSITY POLYETHYLENE.

ROOT BARRIER DETAIL
SCALE: NTS

WILLIAMS
EXTERIOR DESIGN
williams-exterior-design.com
707-827-6069
CERTIFIED LANDSCAPE CONTRACTOR
Ryan Paul Rumm
Lic# 950714
Exp. 08-31-2026
Landscape Contractor
STATE OF CALIFORNIA

LANDSCAPE MANAGEMENT AND PLANTING DETAILS

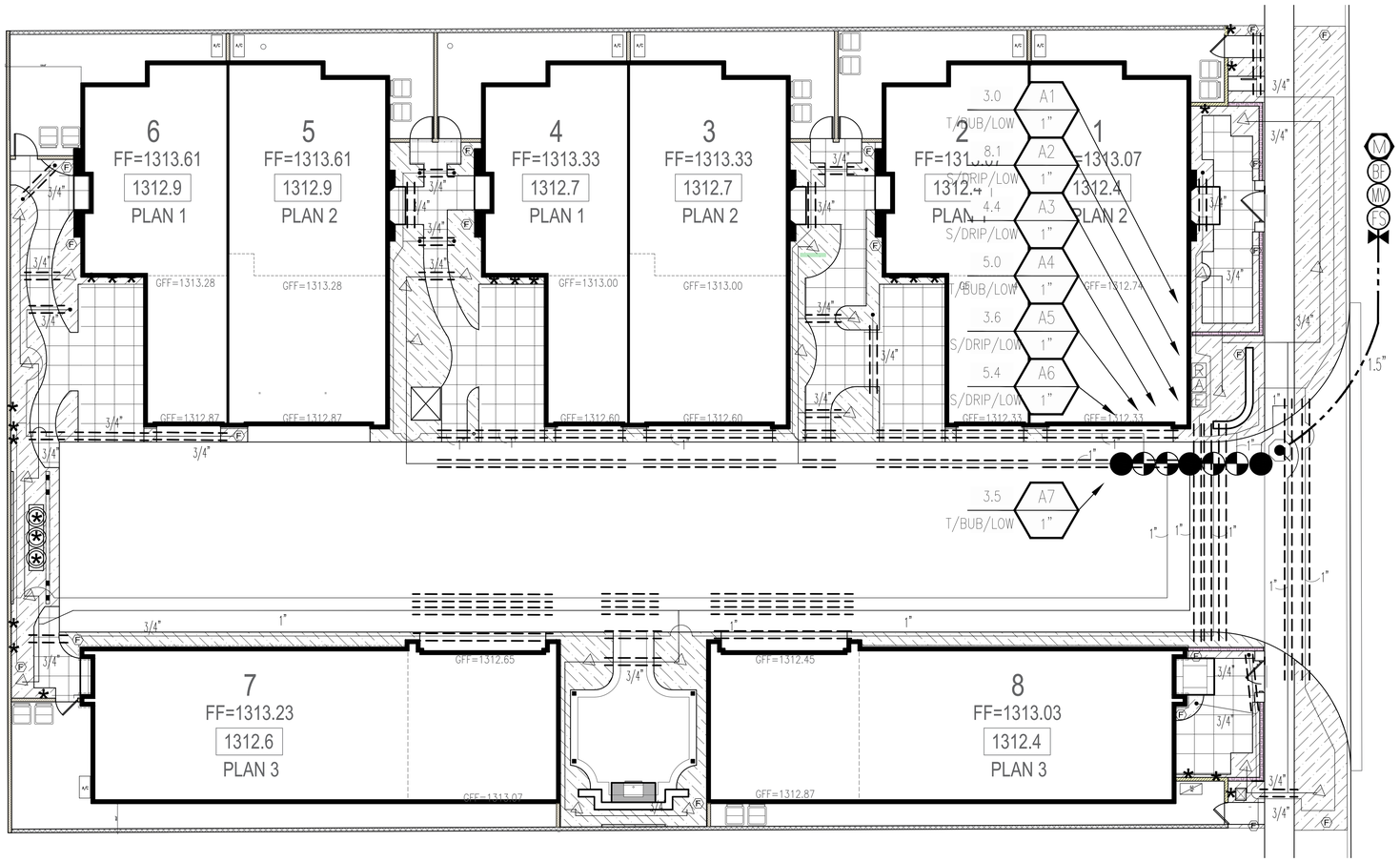
THIS PLAN DOES NOT COMMUNICATE CONSTRUCTION INFORMATION AND THEREFORE SHALL NOT BE USED FOR CONSTRUCTION OR MISCONSTRUED AS A CONSTRUCTION PLAN OR TECHNICAL DOCUMENT. FINISH ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE EXISTING CONDITIONS.
THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE
RESIDENCES
WHEELER AVE.
FONTANA, CA

NO.	DATE	DESCRIPTION

SHEET TITLE
LANDSCAPE MANAGEMENT & PLANTING DETAILS
L-1.3

DATE 03.03.2026



IRRIGATION PLAN
SCALE: 1/8"=1'-0"

IRRIGATION LEGEND

SYMBOL	MANUFACT.	MODEL NO. / DESCRIPTION	GPM	PSI	DETAIL
TREE BUBBLERS					
△	RAIN BIRD	RWS-M-B-1401 / DEEP ROOT WATERING SYSTEM	0.25	30	I-3.0/F
DRIP LINE					
	RAIN BIRD	XFSCV-06-12-XXX DRIPLINE TUBING 0.6 GPH EMITTERS AT 12" ON CENTER SPACING - ALL TUBING SHALL BE INSTALLED ON GRADE W/ 9" WIRE STAKES LESS THAN FIVE (5) FEET ON CENTER WITH 3" OF BARK MULCH. VERIFY THE LAYOUT AND ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL DRIP IRRIGATION SYSTEM PER MFG. SPECIFICATIONS. USE RAIN BIRD "XF" FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND DRIPLINE TUBING. WITH 17MM INSERT FITTINGS.			I-3.0/A
*	RAIN BIRD	SYMBOL INDICATES: SUPPLEMENTAL IRRIGATION TO POTTED PLANT MATERIAL - PROVIDE (1) UXB-360-SPYK ADJUSTABLE EMITTER WITH STAKE, STUB OFF XT-700 TUBING IN ADJACENT PLANTER. SEE PLANTING PLAN FOR QUANTITY AND LOCATIONS. EACH EMITTER (STAKE) , AND (XQ DISTRIBUTION TUBING - MAX. LENGTH OF DISTRIBUTION TUBING TO BE 6', ADD STAKES AS NEEDED)			I-3.0/MFG
Ⓕ	RAIN BIRD	MDCFCAP MANUAL FLUSH VALVE. INSTALL FLUSH CAP INSIDE 6" ROUND VALVE BOX, ONE AT THE FAR END OF RAIN BIRD XFD LATERAL. INSTALL MINIMUM OF ONE FLUSH VALVE PER MAXIMUM OF 800' OF TUBING. MULTIPLE FLUSH VALVES MAY BE REQUIRED WITHIN DRIPLINE LAYOUT. ALWAYS INSTALL VALVES IN OPPOSITE DIRECTIONS OF THE PVC/DRIP CONNECTION MANIFOLD. MULTIPLE ARV'S SHALL BE REQUIRED PER RCV WITHIN UNDULATING AREAS, VERIFY QUANTITY PRIOR TO STARTING WORK, FLUSH VALVES AND AIR RELIEF VALVES SHOWN DIAGRAMMATICALLY, INSTALL VALVE BOX 18" FROM PAVING AND AT HIGH POINTS OF PLANTER AREA. EACH DRIP SYSTEM REQUIRES A RAIN BIRD 'OPERIND' DRIP SYSTEM OPERATION INDICATOR. INSTALL WITHIN VIEW OF OPERATING ZONE 18" FROM HARDSCAPE. (SYMBOL NOT SHOWN)			I-3.0/B
Ⓜ	P.O.C.	1" POTABLE WATER METER VERIFY EXACT LOCATION ON SITE. (AVAILABLE PRESSURE 64 psi)			CITY STD.
NO SYMBOL	WILKINS	500HLR 1.25" PRESSURE REGULATOR (REQUIRED IF HOUSE PRESSURE EXCEEDS 85PSI)			I-3.0/E
⧓	NIBCO	T-580-70 BRONZE BALL VALVE, LINE SIZE, WITH BRONZE HANDLE .			I-3.0/M
Ⓑ	FEBCO	CONTRACTOR TO INSTALL A FEBCO 825YA REDUCED PRESSURE TYPE BACKFLOW DEVICE. BACKFLOW TO BE INSTALLED IN A SENTRY MAX SECURITY LOCK DOWN ENCLOSURE 800. 716.8071. SEE DETAIL. POWDER COATED PER VALLEY WIDE SPECIFICATIONS.			I-3.0/E
Ⓦ	WATTS	CONTRACTOR TO INSTALL A 1" WATTS 815-4SA-SS-NO-T NORMALLY CLOSED MASTER VALVE - SEE DETAIL.			I-3.0/H
Ⓗ	HUNTER	FCT-100 1" FLOW SYNC FLOW SENSOR. - SEE DETAIL.			I-3.0/MFG
		RAIN BIRD - XCZ-100-PRB-COM, SERIES (1") DRIP VALVE CONTROL ZONE KIT WITH PRESSURE REGULATING, QUICK CHECK, BASKET FILTER(S) , SIZE AS SHOWN. FOR DEMANDS (1 - 13) GPM. INSTALL XCZ-100-PRB-COM, 1" DRIP VALVE ASSEMBLY.			I-3.0/D-G
●		RAIN BIRD - PESB-PRS-D (1" OR 1-1/2") SERIES PLASTIC , PRESSURE REGULATING, REMOTE CONTROL VALVE, SIZE AS SHOWN.			I-3.0/D-H
Ⓘ		HUNTER HQ-33DRC 3/4" QUICK COUPLER.			I-3.0/I
A		HUNTER 'PRO-C' 12 STATION CONTROLLER WITH HUNTER MODEL WSS SOLAR SYNC PANEL MOUNTED INSIDE STAINLESS STEEL PEDESTAL BOX- SEE DETAIL "N" ON SHEET I-3.0			I-3.0/C
R		HUNTER 'SOLAR SYNC' RAIN SENSOR DEVICE COORDINATE LOCATION OF RAIN SENSOR WITH OWNERS REP.			
E		120 VOLT ELECTRICAL POWER, PROVIDED BY ELECTRICIAN			
———		PVC PIPE 3/4" - 2" SCH. 40 AS LATERAL LINES 12" BELOW GRADE			I-3.0/K-L
— — —		PVC PIPE 1" SCH. 40 AS MAINLINES 18" BELOW GRADE			I-3.0/K-L
- - - -		PVC PIPE SCH. 40 AS SLEEVING, TWICE THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED PLACE BELOW ALL PAVING, HARDSCAPE, ETC., AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.			I-3.0/K-L
•		PVC/POLY ADAPTER			I-3.0/A
NO SYMBOL		IRRIGATION CONTROL WIRE #14UF AWG DIRECT BURIAL (U.L. APPROVED)			I-3.0/J
NO SYMBOL		3M DBY DIRECT BURIAL WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS			I-3.0/J

HYDROZONE XX XX — VALVE NUMBER; G.P.M.; PLANT TYPE / VALVE TYPE / WATER USE; VALVE SIZE

HYDROZONE ABBREVIATION:	HYDROZONES
HZ1 = LOW WATER USE PLANTS	= SHRUB DRIP
HZ2 = LOW WATER USE PLANTS	= TREE BUBBLER

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							
Low water use shrub	0.3	DRIP	0.81	0.370	1,973	730.74	25,190
Low 12x9 sf. ea. tree	0.3	BUBBLER	0.75	0.400	108	43.20	1,489
				Totals	2,081	773.94	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	26,679
						Maximum Allowed Water Allowance (MAWA)[e]	39,455

[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) (.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)	774
Total Area (A)	2,081
Average ETAF B ÷ A	0.37

All Landscape Areas

Total ETAF x Area (B+D)	774
Total Area (A+C)	2,081
Sitewide ETAF (B+D) ÷ (A+C)	0.37

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

MICHAEL R. McMILLEN CLIA Certified Landscape Irrigation Auditor 014256

Signed: _____ Date: 1/15/2026

MICHAEL MCMILLEN CLIA 014256

WILLIAMS EXTERIOR DESIGN
williams-exterior-design.com
707-827-6069

CERTIFIED LANDSCAPE CONTRACTOR Ryan Paul Rasa Lic# 950714 Exp. 08-31-2026 Landscape & Turf Specialist STATE OF CALIFORNIA

THIS PLAN DOES NOT COMMUNICATE CONSTRUCTION MEANS OR METHODS AND THEREFORE SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS IT IS A CONSTRUCTION PLAN OR TECHNICAL DOCUMENT. FINISH ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE ACTUAL FIELD CONDITIONS. THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO. | DATE | DESCRIPTION

SHEET TITLE

IRRIGATION PLAN
I-1.0

DATE 03.03.2026

IRRIGATION PLAN

REQUIRED STATEMENTS AND CERTIFICATIONS

- ☐ *"I agree to comply with the requirements of the State Model Water Efficient Landscape Ordinance and have submitted a complete Landscape Documentation Package."*
- ☐ *"I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the landscape and grading design plan."*
- ☐ *"A minimum 3-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated."*
- ☐ *"For soils less than six-percent (6%) organic matter in the top six (6) inches of soil, compost at a rate of a minimum of four (4) cubic yards per one-thousand (1,000) square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil."*
- ☐ *"At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, and an irrigation schedule of landscape and maintenance."*
- ☐ *"Recirculating water systems shall be used for water features."*
- ☐ *"Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices."*
- ☐ *"Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur."*
- ☐ *"A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes."*
- ☐ *"A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, irrigation plans, or the licensed landscape contractor for the project."*
- ☐ *"No Certificate of Occupancy shall be issued until a City landscape inspector has verified that all irrigation, grading, and planting have been completed in accordance with the approved plans and specifications of FCC Section 28-117 at time of final inspection."*
- ☐ *"An irrigation audit report shall be completed per FCC Section 28-106 at time of final inspection."*
- ☐ *"With regard to landscape maintenance districts or public landscape, it shall be the responsibility of the developer to comply with FCC Section 28-118, Special Landscape District Requirements."*

IRRIGATION SCHEDULE - ESTABLISHMENT PERIOD *(6 months)*

WHEELER AVE. RESIDENCES FONTANA CA.				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total:
POC / Controller:			ETo/Mo	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	1.9	55.60
A			ETo/Day	0.06	0.10	0.12	0.15	0.18	0.23	0.25	0.24	0.20	0.14	0.09	0.06	
			Days/Week	2	3	3	3	4	4	4	4	4	3	3	2	
Type	AKc	Pr Rate	IE													
Shrub																
Drip	0.3	0.43	0.81	11.7	11.6	14.8	18.5	16.6	20.8	23.0	21.6	17.8	16.3	10.5	11.1	Min/Day
4	Qty. of Valves		Total Run Times	47	47	59	74	67	83	92	86	71	65	42	44	Total Min/Day
Bubbler																
Tree	0.3	3	0.75	1.8	1.8	2.3	2.9	2.6	3.2	3.6	3.3	2.8	2.5	1.6	1.7	Min/Day
3	Qty. of Valves		Total Run Times	5	5	7	9	8	10	11	10	8	8	5	5	Total Min/Day
Total Valves:	7		TOTAL RUN TIMES (HRS):	0.9	0.9	1.1	1.4	1.2	1.5	1.7	1.6	1.3	1.2	0.8	0.8	
				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	

IRRIGATION SCHEDULE - ESTABLISHED LANDSCAPE

WHEELER AVE. RESIDENCES FONTANA CA.				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total:
POC / Controller:			ETo/Mo	2.00	2.70	3.80	4.60	5.70	6.90	7.90	7.40	5.90	4.20	2.60	1.90	55.60
A			ETo/Day	0.06	0.10	0.12	0.15	0.18	0.23	0.25	0.24	0.20	0.14	0.09	0.06	
			Days/Week	2	2	3	3	3	3	3	3	3	3	2	2	
Type	AKc	Pr Rate	IE													
Shrub																
Drip	0.2	0.43	0.81	7.8	11.6	9.9	12.3	14.8	18.5	20.5	19.2	15.8	10.9	10.5	7.4	Min/Day
4	Qty. of Valves		Total Run Times	31	47	39	49	59	74	82	77	63	44	42	30	Total Min/Day
Bubbler																
Tree	0.2	3	0.75	1.2	1.8	1.5	1.9	2.3	2.9	3.2	3.0	2.4	1.7	1.6	1.1	Min/Day
3	Qty. of Valves		Total Run Times	4	5	5	6	7	9	10	9	7	5	5	3	Total Min/Day
Total Valves:	7		TOTAL RUN TIMES (HRS):	0.6	0.9	0.7	0.9	1.1	1.4	1.5	1.4	1.2	0.8	0.8	0.5	
				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	

I SHALL AGREE TO COMPLY WITH THE CRITERIA OF THE CITY OF FONTANA LANDSCAPE ORDINANCE AND TO APPLY THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.

WATER PRESSURE CALCULATIONS CONTROLLER 'A'

WATER METER NUMBER	A	WATER METER SIZE	1"
		STATIC PRESSURE (PSI)	64
REMOTE CONTROL VALVE #	A1	REMOTE CONTROL VALVE SIZE	1"
R.C.V. DEMAND (GPM)	8.1	TOTAL DEMAND (GPM)	8.1
HIGHEST HEAD SERVED (FT)	3	STATIC PRESSURE AT VALVE	30

SIZE	DESCRIPTION	FLO	#	PSI LOSS	
1.5"	SERVICE LINE	8.1	1	1.4	PSI
1"	WATER METER	8.1	2	0.6	PSI
1"	BACKFLOW PREVENTER	8.1	4	10.0	PSI
1"	BASKET STRAINER	8.1	5	1.3	PSI
11/2"	BALL VALVES	8.1	6	2.1	PSI
1"	MASTER CONTROL VALVE	8.1	7	3.1	PSI
1.5"	100 FEET OF MAINLINE:	8.1	11	0.3	PSI
1"	REMOTE CONTROL VALVE	8.1	13	3.2	PSI
10%	LATERAL LINE LOSS	N/A	14	2.2	PSI
20%	FITTING LOSS (IN ADDITION TO ELBOWS SHOWN)	N/A	15	4.8	PSI
3	ELEVATION CHANGE (P.O.C. TO HIGHEST HEAD)	N/A	16	1.3	PSI

TOTAL SYSTEM PRESSURE LOSS	17	30.2	PSI
PRESSURE REQUIRED AT HEAD	18	30.0	PSI
TOTAL PRESSURE REQUIRED	19	60.2	PSI
STATIC WATER PRESSURE (FROM ABOVE)	20	64.0	PSI
RESIDUAL PRESSURE	21	3.8	PSI

MAINTENANCE ESTABLISHMENT DURATION:

Contractor shall maintain the entire project without any additional compensation until approval to enter into the maintenance period has been obtained in writing by the District. After approval, the contractor shall enter into the 90 calendar day maintenance period and shall schedule the following inspections:

i. 30 Day Maintenance Walk
ii. 60 Day Maintenance Walk
iii. 80 Day Pre-Final Walk (to verify final punch list is complete)
iv. 90 Day Maintenance Walk/Final Inspection

90 days is the anticipated duration provided that all punch list items have been completed. Contractor shall continuously maintain the entire project until all correction items have been completed and approved in writing regardless of the time required to complete. Final landscape walk shall not be scheduled until all turnover items have been submitted to the District.

Irrigation Water Audit Note :

MAINTENANCE COMPANY TO PROVIDE AN IRRIGATION AUDIT, IN COMPLIANCE WITH THE STATE OF CALIFORNIA LANDSCAPE WATER MANAGEMENT PROGRAM, SHALL BE PERFORMED BY A CERTIFIED IRRIGATION AUDITOR PRIOR TO TURNOVER OF PROJECT AND EVERY 5 YEARS THEREAFTER. A SCHEDULE SHALL BE ESTABLISHED AND SUBMITTED TO THE CITY OF AT LEAST ONCE EVERY FIVE YEARS AS REQUIRED BY THE CITY. THE REGULAR MAINTENANCE SCHEDULE COUPLED WITH THE AUDITS SHOULD HELP TO MAINTAIN THE IRRIGATION EFFICIENCY AS INTENDED IN THE DESIGN. IRRIGATION SYSTEM SHALL BE TESTED AND MAINTAINED ON A MONTHLY BASIS BY THE MAINTENANCE STAFF.

Water Conservation Notes:

THE FOLLOWING WATER CONSERVATION TECHNIQUES SHALL BE EMPLOYED IN THIS PROJECT:

- WATER CONSERVING PLANTS, AND PLANTS NATIVE TO HOT, DRY SUMMERS, UTILIZED IN 95% OF THE TOTAL PLANT AREA.
- IRRIGATION ZONES SEPERATED BY PLANT MATERIAL.
- USE OF HYDROZONES WITH PLANTS GROUPED BASED UPON AMOUNT OF WATER NEEDED TO SUSTAIN THEM.
- SOIL AMENDMENTS UTILIZED TO IMPROVE WATER HOLDING CAPACITY OF SOIL.
- AUTOMATIC IRRIGATION SYSTEM ADJUSTED SEASONALLY AND WITH WATERING HOURS BETWEEN 9:00 P.M. AND 9:00 A.M.
- IRRIGATION SYSTEM DESIGNED TO WATER DIFFERENT AREAS OF THE LANDSCAPE BASED ON WATERING NEED.
- RECOMMENDATIONS GIVEN FOR ANNUAL IRRIGATION SCHEDULE.

Operation and Maintenance Manuals:

Prepare and deliver to the City Representative, prior to the start of maintenance, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in four individually bound copies. Describe the material installed in sufficient detail to permit qualified operating personnel to understand, operate and maintain all equipment. Each manual shall include the following:

i. Index sheet indicating the Contractor's name, address and telephone number, fax number and e-mail address.

ii. Duration of guarantee period with guarantee forms.

iii. List of equipment with names and addresses of manufacturer's local representatives.

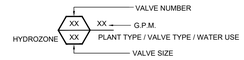
iv. Complete operating and maintenance instructions on all major equipment.

Landscape Maintenance Schedule

1) Landscapes shall be maintained to ensure water efficiency. A regular maintenance schedule shall include but not limited to checking, adjusting, cleaning and repairing equipment; resetting the automatic controller, aerating and detaching turf areas; replenishing mulch; fertilizing; pruning; and weeding in all landscape areas.
2) Repair of irrigation equipment shall be done with the originally specified materials or their approved equivalents.

IRRIGATION LEGEND

SYMBOL	MANUFACT.	MODEL NO. / DESCRIPTION	GPM	PSI	DETAIL
TREE BUBBLERS					
△	RAIN BIRD	RWS-M-B-1401 / DEEP ROOT WATERING SYSTEM	0.25	30	I-3.0/F
DRIP LINE					
(F)—(F)	RAIN BIRD	XFSCV-06-12-XXX DRIPLINE TUBING 0.6 GPH EMITTERS AT 12" ON CENTER SPACING - ALL TUBING SHALL BE INSTALLED ON GRADE W/ 9" WIRE STAKES LESS THAN FIVE (5) FEET ON CENTER WITH 3" OF BARK MULCH. VERIFY THE LAYOUT AND ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL DRIP IRRIGATION SYSTEM PER MFG. SPECIFICATIONS. USE RAIN BIRD "XF" FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND DRIPLINE TUBING. WITH 17MM INSERT FITTINGS.			I-3.0/A
*	RAIN BIRD	SYMBOL INDICATES: SUPPLEMENTAL IRRIGATION TO POTTED PLANT MATERIAL - PROVIDE (1) UXB-360-SPYK ADJUSTABLE EMITTER WITH STAKE, STUB OFF XT-700 TUBING IN ADJACENT PLANTER. SEE PLANTING PLAN FOR QUANTITY AND LOCATIONS. EACH EMITTER (STAKE) , AND (XQ DISTRIBUTION TUBING - MAX. LENGTH OF DISTRIBUTION TUBING TO BE 6', ADD STAKES AS NEEDED)			I-3.0/MFG
(F)	RAIN BIRD	MDCFCAP MANUAL FLUSH VALVE. INSTALL FLUSH CAP INSIDE 6" ROUND VALVE BOX, ONE AT THE FAR END OF RAIN BIRD XFD LATERAL. INSTALL MINIMUM OF ONE FLUSH VALVE PER MAXIMUM OF 800' OF TUBING. MULTIPLE FLUSH VALVES MAY BE REQUIRED WITHIN DRIPLINE LAYOUT. ALWAYS INSTALL VALVES IN OPPOSITE DIRECTIONS OF THE PVC/DRIP CONNECTION MANIFOLD. MULTIPLE ARV'S SHALL BE REQUIRED PER RCV WITHIN UNDULATING AREAS, VERIFY QUANTITY PRIOR TO STARTING WORK. FLUSH VALVES AND AIR RELIEF VALVES SHOWN DIAGRAMMATICALLY, INSTALL VALVE BOX 18" FROM PAVING AND AT HIGH POINTS OF PLANTER AREA. EACH DRIP SYSTEM REQUIRES A RAIN BIRD 'OPERIND' DRIP SYSTEM OPERATION INDICATOR. INSTALL WITHIN VIEW OF OPERATING ZONE 18" FROM HARDSCAPE. (SYMBOL NOT SHOWN)			I-3.0/B
(M)	P.O.C.	1" POTABLE WATER METER VERIFY EXACT LOCATION ON SITE. (AVAILABLE PRESSURE 64 psi)			CITY STD.
NO SYMBOL	WILKINS	500HLR 1.25" PRESSURE REGULATOR (REQUIRED IF HOUSE PRESSURE EXCEEDS 85PSI)			I-3.0/E
⧓	NIBCO	T-580-70 BRONZE BALL VALVE, LINE SIZE, WITH BRONZE HANDLE .			I-3.0/M
(DCF)	FEBCO	CONTRACTOR TO INSTALL A FEBCO 825YA REDUCED PRESSURE TYPE BACKFLOW DEVICE. BACKFLOW TO BE INSTALLED IN A SENTRY MAX SECURITY LOCK DOWN ENCLOSURE 800. 716.8071. SEE DETAIL. POWDER COATED PER VALLEY WIDE SPECIFICATIONS.			I-3.0/E
(MV)	WATTS	CONTRACTOR TO INSTALL A 1" WATTS 815-4SA-SS-NO-T NORMALLY CLOSED MASTER VALVE - SEE DETAIL.			I-3.0/H
(FS)	HUNTER	FCT-100 1" FLOW SYNC FLOW SENSOR. - SEE DETAIL.			I-3.0/MFG
		RAIN BIRD - XCZ-100-PRB-COM, SERIES (1") DRIP VALVE CONTROL ZONE KIT WITH PRESSURE REGULATING, QUICK CHECK, BASKET FILTER(S) , SIZE AS SHOWN. FOR DEMANDS (1 - 13) GPM. INSTALL XCZ-100-PRB-COM, 1" DRIP VALVE ASSEMBLY.			I-3.0/D-G
●		RAIN BIRD - PESB-PRS-D (1" OR 1-1/2") SERIES PLASTIC , PRESSURE REGULATING, REMOTE CONTROL VALVE, SIZE AS SHOWN.			I-3.0/D-H
		HUNTER HQ-33DRC 3/4" QUICK COUPLER.			I-3.0/I
A		HUNTER 'PRO-C' 12 STATION CONTROLLER WITH HUNTER MODEL WSS SOLAR SYNC PANEL MOUNTED INSIDE STAINLESS STEEL PEDESTAL BOX- SEE DETAIL "N" ON SHEET I-3.0			I-3.0/C
R		HUNTER "SOLAR SYNC" RAIN SENSOR DEVICE COORDINATE LOCATION OF RAIN SENSOR WITH OWNERS REP.			
E		120 VOLT ELECTRICAL POWER, PROVIDED BY ELECTRICIAN			
———		PVC PIPE 3/4" - 2" SCH. 40 AS LATERAL LINES 12" BELOW GRADE			I-3.0/K-L
— — —		PVC PIPE 1" SCH. 40 AS MAINLINES 18" BELOW GRADE			I-3.0/K-L
- - - -		PVC PIPE SCH. 40 AS SLEEVING, TWICE THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED PLACE BELOW ALL PAVING, HARDSCAPE, ETC., AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.			I-3.0/K-L
•		PVC/POLY ADAPTER			I-3.0/A
NO SYMBOL		IRRIGATION CONTROL WIRE #14UF AWG DIRECT BURIAL (U.L. APPROVED)			I-3.0/J
NO SYMBOL		3M DBY DIRECT BURIAL WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS			I-3.0/J



HYDROZONE ABBREVIATION:	HYDROZONES
HZ1 = LOW WATER USE PLANTS	= SHRUB DRIP
HZ2 = LOW WATER USE PLANTS	= TREE BUBBLER

IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING OR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
5. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
6. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
7. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
8. ACTUAL LOCATION FOR THE INSTALLATION OF THE AUTOMATIC CONTROLLER IS TO BE DETERMINED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
9. CONTRACTOR IS TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAIN LINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS.
10. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED. SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING.
11. ALL REMOTE CONTROL VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL REMOTE CONTROL VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL REMOTE CONTROL VALVES WITHIN 18" OF HARDSCAPE.
12. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARCS SHOWN ON THE PLANS. ALL HEADS ARE TO BE ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, WALLS, FENCES AND HARDSCAPE. THIS INCLUDES, BUT NOT LIMITED TO, ADJUSTMENT OF DIFFUSER PIN OR ADJUSTMENT SCREW, REPLACEMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIUS UNITS AND THE REPLACEMENT OF NOZZLES WITH ADJUSTABLE ARC UNITS.
13. THE CONTRACTOR SHALL USE PROPER GROUNDING TECHNIQUES FOR GROUNDING THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURERS SPECIFICATIONS. THE LANDSCAPE ARCHITECT RECOMMENDS MEASURING FOR PROPER GROUND AT LEAST ONCE ANNUALLY, AND NECESSARY ADJUSTMENTS MADE TO COMPLY WITH MANUFACTURER SPECIFICATIONS.
14. CONTRACTOR TO PROVIDE HAND WATERING DURING CONSTRUCTION TO MAINTAIN PLANT HEALTH. CONTRACTOR TO CREATE AN AS-BUILT OF THE IRRIGATION PRIOR TO DEMO. THIS IS TO REMOVE ABANDON IRRIGATION LINES FROM AREAS THAT WILL BE REPLACED WITH HARDSCAPE. CONTRACTOR TO CREATE A PHOTO RECORD OF THE EXISTING CONDITIONS PRIOR TO BEGIN WORK. THE PHOTOS WILL PROVIDE A VISUAL RECORD OF THE EXISTING CONDITIONS.

WILLIAMS
EXTERIOR DESIGN
williams-exterior-design.com
707-827-6069

CERTIFIED LANDSCAPE CONTRACTOR
Ryan Paul Rasmussen
Lic# 950714
Exp. 08-31-2026
Certified Landscape & Turf Manager
STATE OF CALIFORNIA

IRRIGATION NOTES

THIS PLAN DOES NOT COMMUNICATE CONSTRUCTION MEANS OR METHODS AND THEREFORE SHALL NOT BE USED FOR CONSTRUCTION OR AS CONSTRUCTED AS A RECORD DOCUMENT. THIS IS A CONCEPT DOCUMENT. FINISH ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE

RESIDENCES

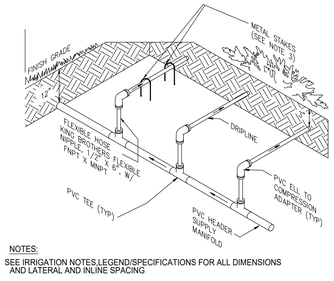
WHEELER AVE.
FONTANA, CA

NO. | DATE | DESCRIPTION

SHEET TITLE

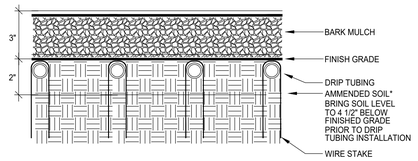
IRRIGATION NOTES
I-2.0

DATE 03.03.2026



NOTES:

1. SEE IRRIGATION NOTES,LEGEND/SPECIFICATIONS FOR ALL DIMENSIONS AND LATERAL AND INLINE SPACING
2. ALL FITTINGS TO BE USED WILL BE PER MANUFACTURERS SPECIFICATIONS. USE COMPRESSION FITTINGS ONLY OR APPROVED EQUAL
3. IF DRIP TUBING HAS BEEN HAND DUG IN, STAKE DRIPLINE AT 4' O.C. AND AS NECESSARY TO INSURE SECURITY 2" BELOW GRADE. IF DRIP TUBING HAS BEEN PLOWED IN, NO STAKING IS NECESSARY.



* AS PER LANDSCAPE DRAWINGS AND SOILS REPORT

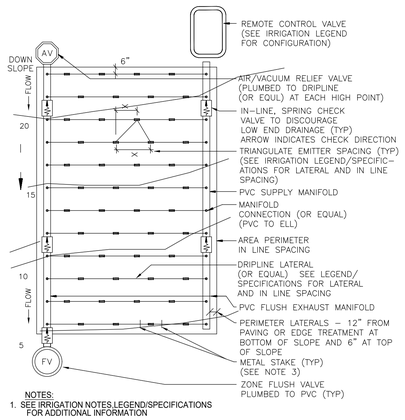
RECOMMENDED INSTALLATION:

TO INSURE EVEN PARALLEL AND LEVEL TUBING ROWS IT IS RECOMMENDED THAT THE SOIL LEVEL IN THE PLANTER AREAS BE BROUGHT TO 4 1/2" BELOW FINISHED GRADE AND PROPERLY COMPACTED AS PER THE LANDSCAPED DRAWINGS PRIOR TO THE INSTALLATION OF THE TUBING.

INSTALL TUBING AS INDICATED ON THESE DRAWINGS AND SECURE TO GRADE USING WIRE HOOP STAKES AT 5 FEET ON CENTER SPACING.

BACKFILL FINAL 2" OF SOIL OVER THE TUBING AFTER INSTALLATION OF THE TUBING

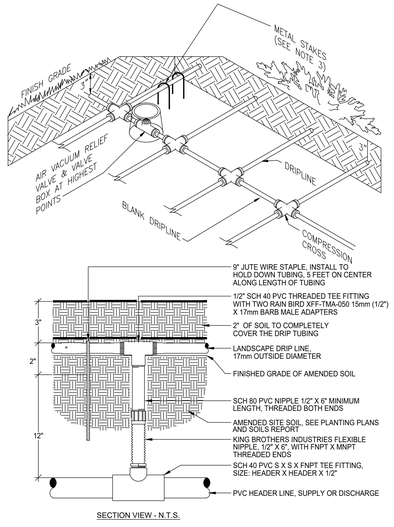
A | DRIPLINE LAYOUT / CONNECTIONS



NOTES:

1. SEE IRRIGATION NOTES,LEGEND/SPECIFICATIONS FOR ADDITIONAL INFORMATION
2. IF DRIP TUBING HAS BEEN HAND DUG IN, STAKE DRIPLINE AT 4' O.C. AND AS NECESSARY TO INSURE SECURITY 4" BELOW GRADE. IF DRIP TUBING HAS BEEN PLOWED IN, NO STAKING IS NECESSARY.
3. ALL FITTINGS TO BE USED WILL BE PER MANUFACTURERS SPECIFICATIONS USE COMPRESSION FITTINGS ONLY OR APPROVED EQUAL
4. RUN TUBING PARALLEL TO SLOPE IN THE UPPER 2/3rd's OF THE SLOPE. SPACE TUBING AT 14-16". IN THE LOWER 1/3 OF THE SLOPE, INCREASE DISTANCE BETWEEN ROWS BY 25% OR APPROXIMATELY 22-12"
5. INSTALL CHECK VALVES IN SUPPLY AND FLUSH MANIFOLD LINE AS DETAILED / AS REQUIRED TO DETER DRAIN DOWN.

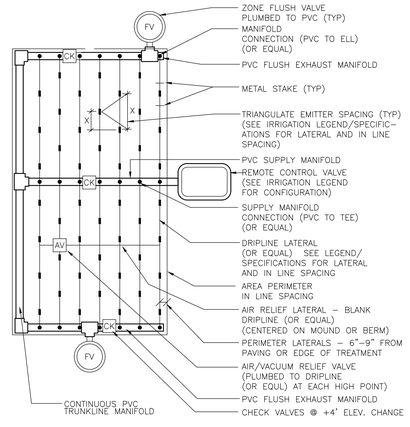
N | IRRIGATION PEDESTAL



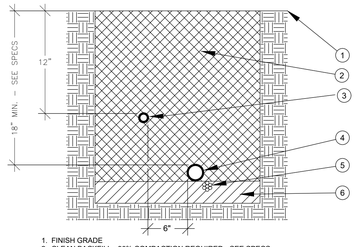
SECTION VIEW - N.T.S.

NOTE:
TUBING INSTALLED IN PARALLEL ROWS, SPACING AS INDICATED ON THE LEGEND.

DRIP TUBING TO BE INSTALLED ON-GRADE FOR SLOPE CONDITIONS W/ 3" LAYER OF BARK MULCH
DRIP TUBING TO BE BURIED 2"-4" BELOW FINISH GRADE W/ 3" BARK MULCH COVER



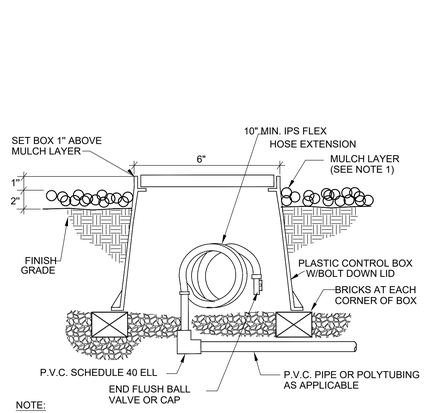
K | PIPE INSTALLATION



1. FINISH GRADE
2. CLEAN BACKFILL - 90% COMPACTION REQUIRED - SEE SPECS
3. NON-PRESSURE LATERAL LINE PER LEGEND
4. PRESSURE SUPPLY LINE PER LEGEND
5. CONTROL WIRES - INSTALL BELOW PRESSURE SUPPLY LINE
6. PROVIDE 2" OF CLEAN SAND BELOW PRESSURE MAINLINE

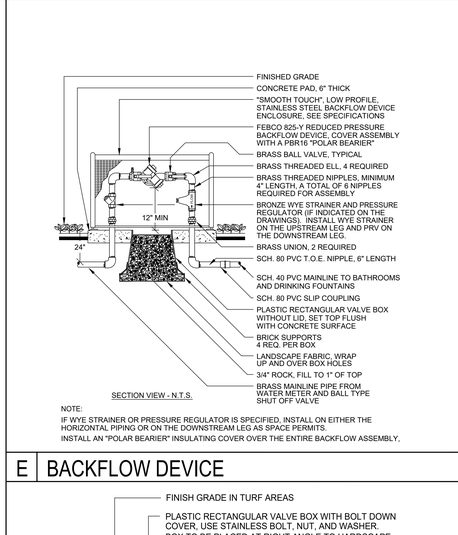
NOTES:
BUNDLE AND TAPE WIRES AT 12' O.C. PIGTAIL AND LOOP CONTROL WIRES AT ALL 90 DEGREE CHANGES IN DIRECTION. SPLICING OF WIRE RUNS IS NOT ALLOWED UNLESS APPROVED BY THE CITY. 36" MIN. COVER IS REQUIRED FOR RECLAIMED WATER MAINLINE (WHERE APPLICABLE). INSTALL 1"x1"x1" THRUST AT ALL CHANGES IN DIRECTION OF PRESSURE MAINLINE AND AT ALL TERMINAL POINTS OF MAINLINE.

B | DRIP FLUSH VALVE



NOTE:

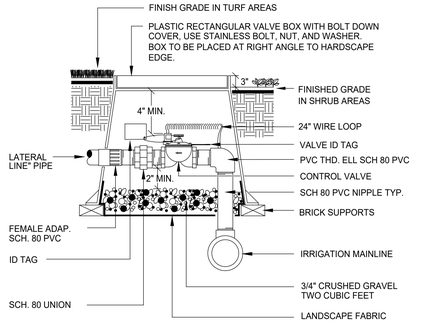
1. 3" DEEP LAYER MULCH MATERIAL AS PER SPECIFICATIONS.



SECTION VIEW - N.T.S.

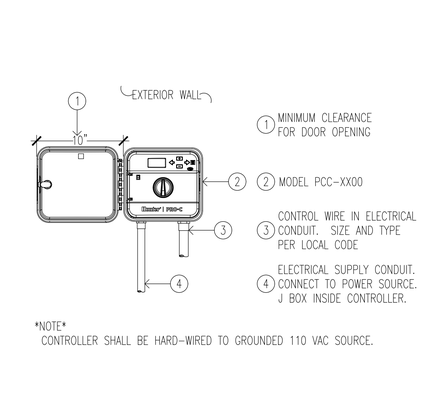
NOTE:
IF WYE STRAINER OR PRESSURE REGULATOR IS SPECIFIED, INSTALL ON EITHER THE HORIZONTAL PIPING OR ON THE DOWNSTREAM LEG AS SPACE PERMITS. INSTALL AN "POLAR BEARIER" INSULATING COVER OVER THE ENTIRE BACKFLOW ASSEMBLY.

E | BACKFLOW DEVICE



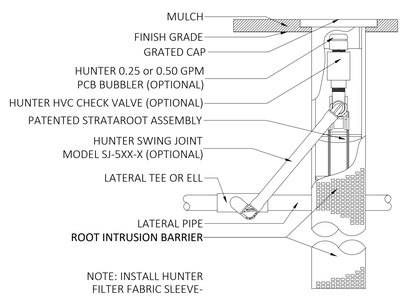
SECTION VIEW - N.T.S.

H | REMOTE CONTROL VALVE

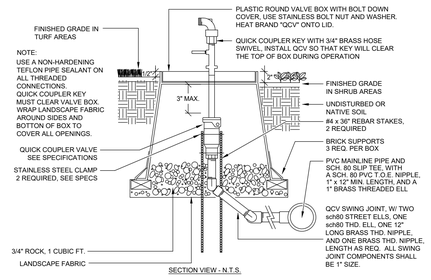


NOTE
CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC SOURCE.

C | 12 STATION PRO-C CONTROLLER

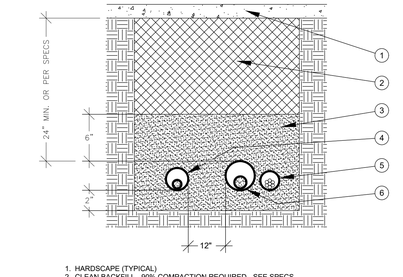


F | DEEP ROOT WATERING



SECTION VIEW - N.T.S.

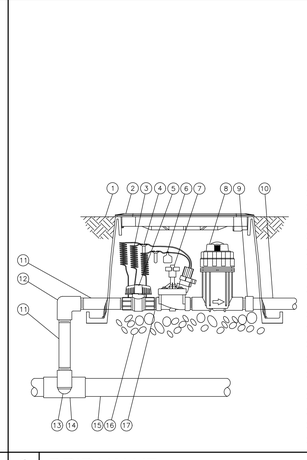
I | QUICK COUPLER VALVE IN VALVE BOX



1. HARDSCAPE (TYPICAL)
2. CLEAN BACKFILL - 90% COMPACTION REQUIRED - SEE SPECS
3. SAND (TYPICAL)
4. NON-PRESSURE LATERAL LINE / SLEEVE (SIZE PER CHART)
5. CONTROL WIRE SLEEVE ADJACENT TO MAINLINE SLEEVE (SIZE PER CHART)
6. PRESSURE SUPPLY LINE / SLEEVE (SIZE PER CHART)

NOTES:
ALL SLEEVES TO BE SCH 40 PVC. SIZE ALL SLEEVES PER SLEEVING CHART IN PLANS. EXTEND SLEEVES 12" BEYOND EDGE OF HARDSCAPE ON BOTH ENDS.

L | SLEEVE INSTALLATION



VALVE BOC NOTE:

- ALL POTABLE VALVE BOXES AND LIDS SHALL BE GREEN .PLASTIC WITH (1) 3/8"-16 UNC, STAINLESS STEEL, HEX HEAD BOLT WITH WASHER AND NUT. SEE ADDITIONAL DETAILS FOR LABELING.
- **JUMBO RECTANGULAR BOX MODEL NUMBERS**
  - CARSON- 12" RECTANGULAR BODY: 1220-12
  - CARSON- 12" RECTANGULAR T-COVER: 1220-4B
- **RECTANGULAR BOX MODEL NUMBERS**
  - CARSON- 12" RECTANGULAR BODY: 1419-12
  - CARSON- 12" RECTANGULAR T-COVER: 1419-4B
- **ROUND BOX MODEL NUMBERS**
  - CARSON- 10" ROUND BODY: 910-10
  - CARSON- 10" ROUND T-COVER: 910-4B

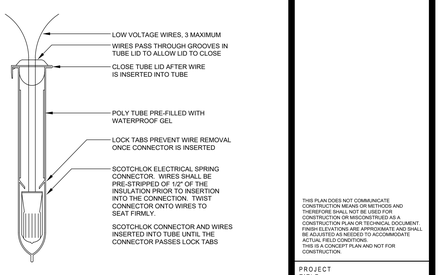
ADDITIONAL NOTES:

- VALVE BOXES SHALL BE LOCATED IN SHRUB PLANTING AREA UNLESS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- ALL VALVE BOXES MUST BE PLACE PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO ADJACENT SURFACE
- CONTRACTOR SHALL CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICING OF VALVE
- AVOID HEAVY COMPACTING OF SOIL AROUND VALVE BOXES TO PREVENT ANY DAMAGE OR DEFORMATION.

D | VALVE BOX PLACEMENT

1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. 30-INCH LINEAR LENGTH OF WIRE, COILED.
4. WATERPROOF CONNECTION:
5. 1-INCH BALL VALVE
6. ID TAG
7. REMOTE CONTROL VALVE:
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER:
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE

G | DRIP VALVE



NOTE: WIRE CONNECTOR SHALL BE A 3M DBY-6 DIRECT BURY SPLICE KIT.

KIT SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PREFILLED WITH GEL.

DIRECT BURY SPLICE KIT SHALL BE USED TO ELECTRICALLY CONNECT 2 - 3 #14 OR 2 #12 PRE-STRIPPED COPPER WIRES. LARGER WIRES OR GREATER QUANTITIES OF WIRES REQUIRE A LARGER APPROVED WIRE CONNECTION.

J | WIRE CONNECTION

SECTION VIEW - N.T.S.

M | BALL VALVE 2" AND SMALLER

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CERTIFIED LANDSCAPE CONTRACTOR
Ryan Paul Rust
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Exp. 08-31-2026
Landscape Contractor
STATE OF CALIFORNIA

IRRIGATION DETAILS

THIS PLAN DOES NOT COMMUNICATE CONSTRUCTION MEANS OR METHODS AND THEREFORE SHALL NOT BE USED FOR CONSTRUCTION OR MISCONSTRUED AS A CONSTRUCTION PLAN OR TECHNICAL DOCUMENT. CONSTRUCTION METHODS AND MEANS SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO.	DATE	DESCRIPTION

SHEET TITLE

IRRIGATION DETAILS
I-3.0

DATE 03.03.2026

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL CONDITIONS

1.1 Description:

A. Work Included: Provide all labor, materials, transportation, and services necessary to furnish and install irrigation systems as shown on the drawings and described herein.

1.2 Quality Assurance:

A. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturers of articles used in this contract furnish directions covering points not shown in the drawings and specifications.

B. Ordinances and Regulations: All local, municipal and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these specifications and drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.

C. Explanation of Drawings:

1. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc. as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.

2. The word Landscape Architect as used herein shall refer to the Owner's authorized representative.

3. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

4. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in the irrigation design. Such obstructions or differences should be brought to the attention of the Owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.

1.3 Submittals:

A. Material List:

1. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval by the Landscape Architect.

2. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used. Copies of catalog information shall not be substituted for the materials list, and will be rejected as unacceptable.

3. Equipment or materials installed or furnished without prior approval of the Landscape Architect may be rejected and the Contractor required to remove such materials from the site at his own expense.

4. Approval of any item, alternate, or substitute indicated only that the product apparently the requirements of the drawings and specifications on the basis of the information or samples submitted.

5. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

B. Record Drawings:

1. The Contractor shall provide and keep up to date a complete "record" set of blue line ozalid prints which shall be corrected daily and show every change from the original drawings and specifications and the exact locations, sizes, and kinds of equipment. These drawings shall also serve as work progress sheets and shall be the basis for measurement and payment for work completed. This set of drawings shall be kept on the site and shall be used only as a record set.

2. The Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the Landscape Architect.

3. Before the date of the final inspection, the Contractor shall transfer all information from the record prints to a sepia mylar or mylar procured from the Landscape Architect. All work shall be neat, drawn in waterproof ink by a technical ink pen designed specifically for use on mylar material. Work completed in felt tip pen or ball point pen will be rejected because of the non-permanent nature of both devices. All work shall be subject to approval by the Landscape Architect.

4. The Contractor shall dimension from two permanent points of reference the location of the following items:

a. Connection to existing water lines
b. Connections to existing electrical power
c. Gate valves
d. Routing of pressure main line pipe
e. Sprinkler control valves
f. Routing of control and common wire
g. Quick coupling valves
h. Other related equipment as directed by the Landscape Architect.

5. On or before the date of the final inspection, the Contractor shall deliver the corrected and completed mylars to the Landscape Architect. Delivery of the mylars will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the prints he compiled at the site.

C. Controller Charts:

1. Record drawings shall be approved by the Landscape Architect before controller charts are prepared.

2. Provide one controller chart for each controller supplied.

3. The chart shall show the area controlled by each automatic controller and shall be sized as designated by each automatic controller or as designated by the Owner's authorized representative.

4. The chart is to be a reduced drawing of the actual record drawings. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be readable when the controller chart is completed.

5. The chart shall be a bloacline or blueline ozalid print and a different color shall be used to indicate the area of coverage for each control valve station.

6. When completed and approved, the chart shall be sealed by a plastic laminating process. the plasstic laminating shaeets shall be a minimum of 10 mil. thickness each.

D. Operation and Maintenance

1. Prepare and deliver to the Landscape Architect within ten calendar days prior to completion of construction, two hard cover binders with three rings each containing the following information:

a. Index sheets stating Contractor's address and telephone number, list of equipment with names and addresses of local manufacturer's representatives.
b. Catalog and parts sheets on every material and equipment installed under this contract.
c. Guarantee statement (Section 1.05).
d. Complete operating and maintenance instructions on all major pieces of equipment.

2. In addition to the above mentioned maintenance manual, provide the Owner's maintenance personnel with instructions for major equipment and show evidence in writing to the Landscape Architect at the conclusion of the project that this service has been rendered.

E. Equipment to be Furnished:

1. Supply as part of this contract the following tools:

a. Two sets of special tools required for removing, disassembling, and adjusting each type of sprinkler and valve installed under this contract.

b. Two five-foot valve keys for operation of gate valves (as required).

c. Two keys for each automatic controller or enclosure.
d. Six quick coupler keys and matching hose swivels for each type of quick coupling valve installed.

2. The above mentioned equipment shall be turned over to the Owner at the conclusion of the project. Before final inspection can occur, evidence that the Owner has received material must be shown to the Landscape Architect.

1.4 Product Protection, Storage, and Handling:

A. Handling of PVC Pipe and Fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded, and if installed, shall be replaced with new piping.

1.5 Analysis of samples and tests: None.

1.6 Guarantee:

A. The guarantee for the sprinkler irrigation system shall be made in accordance with the attached form. The general conditions and supplementary conditions of these specifications shall be filed with the Owner or his representative prior to acceptance of the irrigation system.

B. A copy of the guarantee form shall be included in the operations and maintenance manual (Section 1.03, D).

C. The guarantee form shall be re-typed onto the Contractor's letterhead and contain the following information:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications. We agree to repair or replace any defects in material or workmanship which may develop during the period of one year from the date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make repairs or replacements within a reasonable time after receipt of written notice from the Owner. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

(The above statement is to be followed by the project name, location, signature, address, and telephone number of Irrigation Contractor, in addition to the date of acceptance).

PART 2 - MATERIALS

2.1 General: Use only new materials of brands and types noted on the drawings, specified herein, or approved equals.

A. PVC pressure Main Line Pipe and Fittings:

1. Pressure main line piping for sizes 2-inches and larger shall be PVC Class 315.

2. Pipe shall be made from an NSF approved Type 1, Grade 1, PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements as set forth in Federal Specification PS-22-70 (Solvent Weld Pipe) with an appropriate standard dimension (S.D.R.)

3. Pressure main line piping for sizes 1 and 1/2 inch and smaller shall be PVC Schedule 40 with solvent welded joints.

4. Pipe shall be made from NSF approved Type 1, Grade 1, PVC compound conforming to ASTM resin specification D1785. All pipe must meet requirements as set forth in Federal Specification PS-21-70 (Solvent-Weld Pipe).

5. PVC solvent-weld fittings shall be Schedule 40, 1-2, 11-1 NSF approved conforming to ASTM test procedure D2466.

6. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of the type and installation methods prescribed by the manufacturer.

7. All PVC pipe must bear the following markings:

a. Manufacturer's name
b. Nominal pipe size
c. Schedule or class
d. Pressure rating in PSI
e. NSF (National Sanitation Foundation) approval
f. Date of extrusion

8. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

B. PVC Non-Pressure Lateral Line Piping:

1. Non-pressure buried lateral line piping shall be PVC class 200 with solvent-weld joints.

2. Pipe shall be made from NSF approved, Type 1, Grade II, PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements set forth in Federal Specifications PS-22-70 with an appropriate standard dimension ratio.

3. Except as noted in paragraphs 1 of 2 of Section 2.01C, all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in Section 2.01B of these specifications.

C. Brass Pipe and Fittings:

1. Where indicated on the drawings, use red brass screwed pipe conforming to Federal Specification WW-P-351.

2. Fittings shall be red brass conforming to Federal Specification WW-P-460.

D. Galvanized Pipe Fittings:

1. Where indicated on the drawings, use galvanized steel pipe ASA Schedule 40 mild steel screwed pipe.

2. Fittings shall be medium galvanized screwed beaded malleable iron. Galvanized couplings may be merchant coupling.

3. All galvanized pipe and fittings installed below grade shall be painted with two coats of Koppers 50 Bitumastic.

E. Gate Valve:

1. Gate valves 3-inches and smaller shall be 125-lb. SWP bronze gate valve with screw-in bonnet, non-rising stem and solid wedge disc, have threaded ends, and be equipped with bronze wheel handle.

2. Gate valves 3-inches and smaller shall be similar to those manufactured by Nibco or approved equal.

3. All gate valves shall be installed per installation detail.

F. Quick Coupling Valves: Quick coupling valves shall have a brass two-piece body designed for working pressure of 150 PSI operable with quick coupler key. Key size and type shall be as shown on plans.

G. Backflow Preventer Unit:

1. Backflow prevention units shall be of size and type indicated on the irrigation drawings. Install the backflow prevention units in accordance with the irrigation construction details.

2. Wye strainers at backflow prevention units shall have a bronzed screwed body with 100 mesh monel screen and shall be similar to Bailey 100A or approved equal.

H. Check Valves:

1. Swing check valves 2-inches and smaller shall be 200 lbs. WOG bronze bronze construction and replaceable composition, neoprene or rubber disc, and shall meet or exceed Federal Specification WW-V-51D, Class A, Type IV.

2. Anti-drain valves shall be of heavy-duty virgin PVC construction with F.I.P. thread inlet and outlet. Internal parts shall be stainless steel with Buna-N seals. Valve shall be field adjustable against drawout from 3 to 40 feet of head. Anti-drain valve shall be similar to the King Bros. "CV" series or approved equal.

I. Control Wiring:

1. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires sharing the same automatic controller shall be the same color. Common wire shall be white in color with a stripe to match the pilot wires with which it is circuited on the same controller. Provide different colors for each controller installed on the same project. Install wire in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14.

2. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.

3. Where more than one wire is placed in a trench, the wiring shall be taped together at intervals of ten feet.

4. An expansion curl shall be provided at each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric control valve so that in case of repair, the valve bonnet may be brought to the surface without disconnection of the control wires. Control wires shall be laid loosely in trench without stress or stretching of control wire conductors.

5. All splices shall be made with Rainbird ST-03UL Snap-Tite wire connector with PT/S5 sealer or approved equal. Use one wire connector per wire splice.

6. Field splices between the automatic controller and electric control valves will not be permitted without prior approval of the Landscape Architect.

J. Automatic Controller:

1. Automatic controller shall be of size and type shown on the drawings.

2. Final location of automatic controller shall be approved by the Owner's authorized representative prior to installation.

3. Unless otherwise noted on the plans, the 120-volt electrical power to the automatic controller location shall be furnished by others. The final hook-up of the automatic controller to the 120-volt power source shall be the responsibility of the irrigation contractor.

K. Electric Control Valves:

1. Electric control valves shall be of the size and type shown on the drawings.

2. Unless otherwise noted on plan or construction details, all electric control valves shall have a manual flow adjustment.

3. Provide and install one control valve box for each electric control valve.

L. Control Valve Boxes:

1. Use 10" x 10 1/4" round box for all gate valves, Carson Industries 910-12B with green bolt down cover or approved equal. Extension sleeve shall be PVC-6-inch minimum size.

2. Use 9-1/2" x 16" x 11" rectangular box for all electric control valves, Carson Industries 1419-12B with green bolt down cover or approved equal.

M. Sprinkler Heads:

1. All sprinkler heads shall be of the size, type, and deliver the same rate of precipitation with the diameter (or radius) of spray, pressure, and discharge in G.P.M. as shown on the drawings and/or specified in these special provisions.

2. All spray type sprinklers shall have a screw adjustment.

3. Riser/swing joint assemblies shall be fabricated in accordance with the irrigation construction details shown on the drawings.

4. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body.

PART 3 - EXECUTION

3.1 Inspection:

A. Site Conditions:

1. All scaled dimensions are approximate. The Contractor shall check and verify all site dimensions and receive Landscape Architect's approval prior to proceeding with work under this section.

2. Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities which are caused by his operations or neglect. Check existing utilities drawings or call utilities companies for existing utility locations.

3. Coordinate installation of sprinkler irrigation materials, including pipe so there shall be no interference with utilities or other construction or difficulty in planting trees, shrubs, and groundcovers.

4. The Contractor shall carefully check all grades to satisfy himself that he may safely proceed before starting work on the sprinkler irrigation system.

3.2 Preparation:

A. Physical Layout:

1. Prior to installation, the Contractor shall stake out all pressure supply lines, routing, and location of sprinkler heads.

2. All layout shall be approved by Landscape Architect prior to installation.

B. Water Supply:

1. Sprinkler irrigation system shall be connected to water supply points of connection as shown on drawings.

2. Connections shall be made at approximate locations as shown on the drawings. Contractor is responsible for minor changes caused by actual site conditions.

C. Electrical Supply:

1. Electrical connections for automatic controller shall be made to electrical points of connection as shown on the drawings.

2. Connections shall be made at approximate locations as shown on the drawings. Contractor is responsible for minor changes caused by actual site conditions.

3.3 Installation:

A. Trenching:

1. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to even grade. Trenching excavation shall follow layout indicated on the drawings and as noted.

2. Provide for a minimum cover of 18-inches for all pressure supply lines.

3. Provide for a minimum cover of 12-inches for all non-pressure lines.

4. Provide for a minimum cover of 18-inches for all control wiring.

B. Backfilling:

1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand or other approved materials, free from large clods of earth or stones. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities.

2. A fine granular material backfill will be initially placed on all lines. No foreign matter larger than 1/2-inch in size will be permitted in the initial backfill.

3. Flooding of trenches will be permitted only with approval of the Landscape Architect.

4. If settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, lawn, or planting, or other construction as necessary, the Contractor shall make all required adjustments without cost to the Owner.

C. Trenching and Backfill Under Paving:

1. Trenches located under areas where paving, asphaltic concrete or concrete will be installed shall be backfilled with sand (a layer six-inches below the pipe and 3-inches above the pipe), and compacted in layers to 95% compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm unyielding condition. The sprinkler irrigation Contractor shall set in place, cap, and pressure test all piping under paving prior to the paving work.

2. Generally, piping under existing walks is done by jacking, boring, or hydraulic driving, but where any cutting or breaking of sidewalks and/or concrete is necessary it shall be done and replaced by the Contractor as part of the contract cost. Permission to cut or break sidewalks and/or concrete shall be obtained from the Landscape Architect. No hydraulic driving will be permitted under new concrete paving.

D. Assemblies:

1. Routing of sprinkler irrigation lines as indicated on the drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform with the details per plans.

2. Install no multiple assemblies on plastic lines. Provide each assembly with its own outlet.

3. Install all assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with the best standard practice with prior approval of the Landscape Architect.

4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before installation. Installation and solvent-weld methods shall be as recommended by the pipe and fitting manufacturer.

5. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon tape, or approved equal, shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

E. Line Clearance: All lines shall have a minimum clearance of 6 inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

F. Automatic Controller: Install per manufacturer's instructions. Remote control valves shall be connected to controller in numerical sequence as shown on the drawings.

G. High Voltage Wiring for Automatic Controller:

1. 120-volt power connection to the automatic controller shall be provided by the Irrigation Contractor.

2. All electrical work shall conform to local codes, ordinances, and union authorities having jurisdiction.

H. Remote Control Valves: Install where shown on the drawings and per detail. When grouped together, allow at least 12 inches between valve boxes. Install each remote control valve in a separate valve box.

I. Flushing of System:

1. After all new sprinkler pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of sprinkler heads, the control valves shall be opened and a full head of water used to flush out the system.

2. Sprinkler heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Landscape Architect.

J. Sprinkler Heads:

1. Install the sprinkler heads as designated on the drawings. Sprinkler heads to be installed in this work shall be equivalent in all respects to those itemized in the irrigation equipment legend.

2. Spacing of sprinkler heads shall not exceed the maximum as indicated on the drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.

3.4 Temporary Repairs: The Owner reserves the right to make temporary repairs to keep the sprinkler system equipment in operating condition. The exercise of this right by the Owner shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

3.5 Existing Trees: Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where 2-inch and larger roots occur shall be done by hand. All roots 2-inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through. Roots 1/2 inch and larger in diameter shall be painted with two coats of tree seal, or equal. Trenches adjacent to trees should be closed within 24-hours, and where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

3.6 Field Quality Control:

A. Adjustment of the System:

1. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.

2. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor may also include changes in nozzle sizes and degrees of arc as required.

3. Lowering raised sprinkler heads by the Contract shall be accomplished within ten days after notification by Owner or Landscape Architect.

4. All sprinkler heads shall be set perpendicular to finished grade unless otherwise designated on the plan or as required for proper coverage (slopes, etc.).

B. Testing of Irrigation System:

1. The Contractor shall request the presence of the Landscape Architect in writing at least 48 hours in advance of any testing.

2. Test all pressure lines under hydrostatic pressure of 150 PSI and prove watertight.

Note: Testing of pressure main line piping shall occur prior to installation of electric control valves or quick coupling valves.

3. All piping under paved areas shall be tested under hydrostatic pressure of 150 psi and proved watertight, prior to paving.

4. Sustain pressure in tested lines for not less than two hours. If leaks develop, replace joints and repeat test until entire system is proven watertight.

5. All hydrostatic tests shall be made only in the presence of the Landscape Architect. No pipe shall be backfilled until it has been observed, tested, and approved in writing.

6. Contractor shall furnish force pump & all other test equipment necessary.

When the sprinkler irrigation system is completed, perform a coverage test in the presence of the Landscape Architect to determine if the water coverage for planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to the deviation from plans, or where the system has been willfully installed as indicated on the drawing when it is obviously inadequate, without bringing this to the attention of the Landscape Architect. This test shall be accomplished before any groundcover is planted.

8. Upon completion of each phase of work, the entire system shall be tested and adjusted to meet site requirements.

3.7 Maintenance:

A. The entire sprinkler irrigation system shall be under full automatic operation for a period of seven days prior to any planting and for 90 days after inspection to begin maintenance period.

B. The Landscape Architect reserves the right to waive or shorten the operation period.

3.8 Clean-up: Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site. All walks and paving shall be broomed or washed down, and any damage sustained on the work of others shall be repaired to original conditions.

3.9 Final Observation Prior to Acceptance:

A. The Contractor shall operate each system in its entirety for the Landscape Architect at the time of final inspection. Any items deemed not acceptable by the qualified observer shall be reworked to the complete satisfaction of the Landscape Architect.

B. The Contractor shall show evidence to the Landscape Architect that the Owner has received all accessories, charts, record drawings and equipment as required before final observation can occur.

3.10 Observation Schedule:

A. Contractor shall be responsible for notifying the Landscape Architect in advance for the following observations according to the time indicated:

1. Pre-job conference - 7 days.
2. Pressure supply line installation and testing - 48 hours.
3. Automatic controller installation - 48 hours.
4. Control wire installation - 48 hours.
5. Lateral line and sprinkler installation - 48 hours.
6. Coverage test - 48 hours.
7. Observation to begin maintenance period - 7 days.
8. Final Observation - 7 days.

B. When observations have been conducted by other than the Landscape Architect, show evidence of when & by whom these observations were made.

C. No observation will commence without record drawings. In the event the Contractor calls for an observation without record drawings, without completing previously noted corrections, or without preparing the system for observation, he shall be responsible for reimbursing the Landscape Architect at the rate per hour (portal to portal) plus transportation costs, for the inconvenience. No further observations will be scheduled until this charge has been paid.

END

WILLIAMS
EXTERIOR DESIGN
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707-827-6069

CERTIFIED LANDSCAPE CONTRACTOR
Ryan Paul Rose
Lic# 950714
Exp. 08-31-2026
Certified Landscape & Turf Professional
STATE OF CALIFORNIA

IRRIGATION SPECIFICATIONS

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THIS IS A CONCEPT PLAN AND NOT FOR CONSTRUCTION.

PROJECT TITLE

RESIDENCES

WHEELER AVE.
FONTANA, CA

NO.	DATE	DESCRIPTION

SHEET TITLE

IRRIGATION SPECIFICATIONS

I-4.0

DATE 03.03.2026

ATTACHMENT No. 2 - PROJECT PLANS

24x36



Wheeler Avenue

FONTANA, CALIFORNIA

Form Based Code:
Downtown Core (Sec. 30-371) - (Sec. 30-371.5) Multi-Family Core
Building Type (Sec. 30-377) - Court
Frontage Type (Sec 30-382) - Door Yard
Architectural Style (Sec. 30-394) - Spanish

INDEX

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02.02.2026

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LICENSED ARCHITECT
Greg G. Bucilla
C-26618
06-30-2027
RENEWAL DATE
STATE OF CALIFORNIA

ATTEST TO ARCHITECTURAL ONLY

Project :

WHEELER AVENUE
Fontana, CA

Owner:

NEWBRIDGE HOMES LLC
500 Newport Center Drive,
Suite 570
Newport Beach, CA 92260

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COVER SHEET

Sheet No. :

CS-0

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ATTACHMENT No. 2 - PROJECT PLANS

24x36



CONCEPTUAL IMAGE

Street View 1

02.02.2026

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Greg G. Bucilla
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CS-1

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CONCEPTUAL IMAGE

Street View

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CS-2

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24x36



CONCEPTUAL IMAGE

Street View 2

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CS-3

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24x36



CONCEPTUAL IMAGE

Interior Court View

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ATTACHMENT No. 2 - PROJECT PLANS



SITE DEVELOPMENT PLAN

SCALE 1/8" = 1'-0"

N

SITE DATA

Acres	0.43
Units	8 UNITS
DU/AC	18.6
TOTAL OPEN SPACE	8,312 SF

PARKING

Garage 2@ 5	=	10
Garage 1@ 3	=	3
Open Parking	=	3
Total		16 (2.0/unit)



VICINITY MAP

02.02.2026

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SITE DEV. PLAN

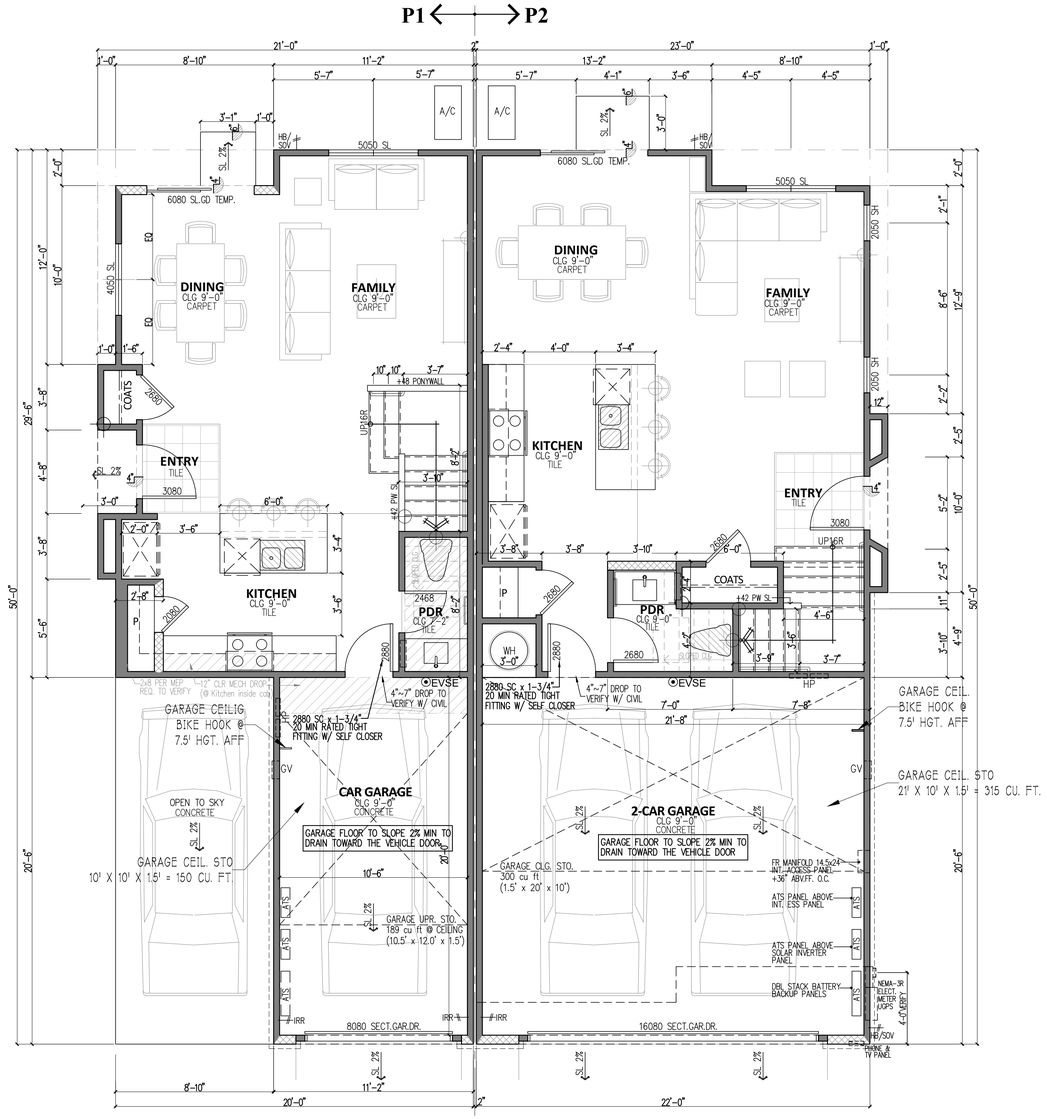
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SP - 1.0

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ATTACHMENT No. 2 - PROJECT PLANS

24x36



P1

1st FLR = 569
2nd FLR = 713
1282 SF

FIRST FLOOR PLAN

PLAN 2

1st FLR = 617
2nd FLR = 975
1592 SF

P1 & P2 FLOOR PLAN

SCALE 1/4" = 1'-0"

02.02.2026

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P1 & P2
FIRST FLR PLANS

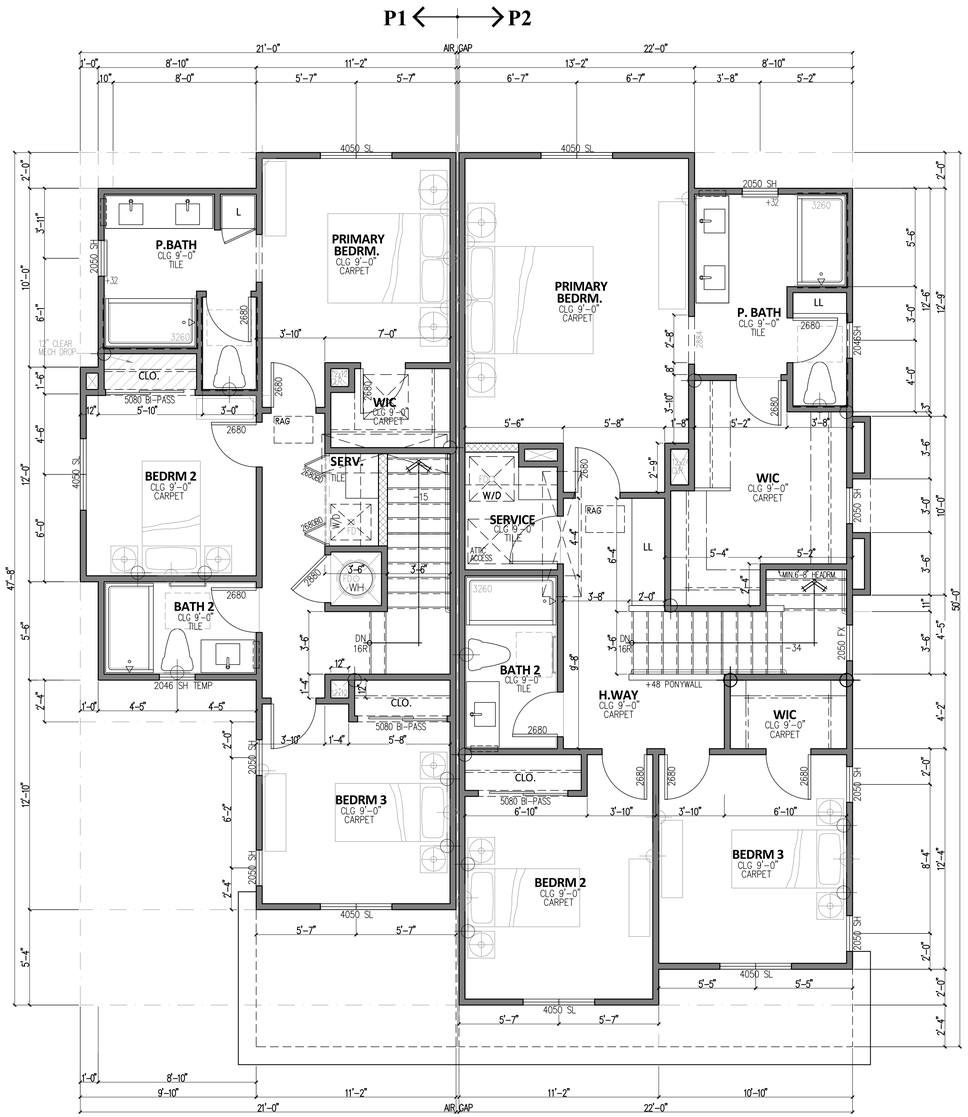
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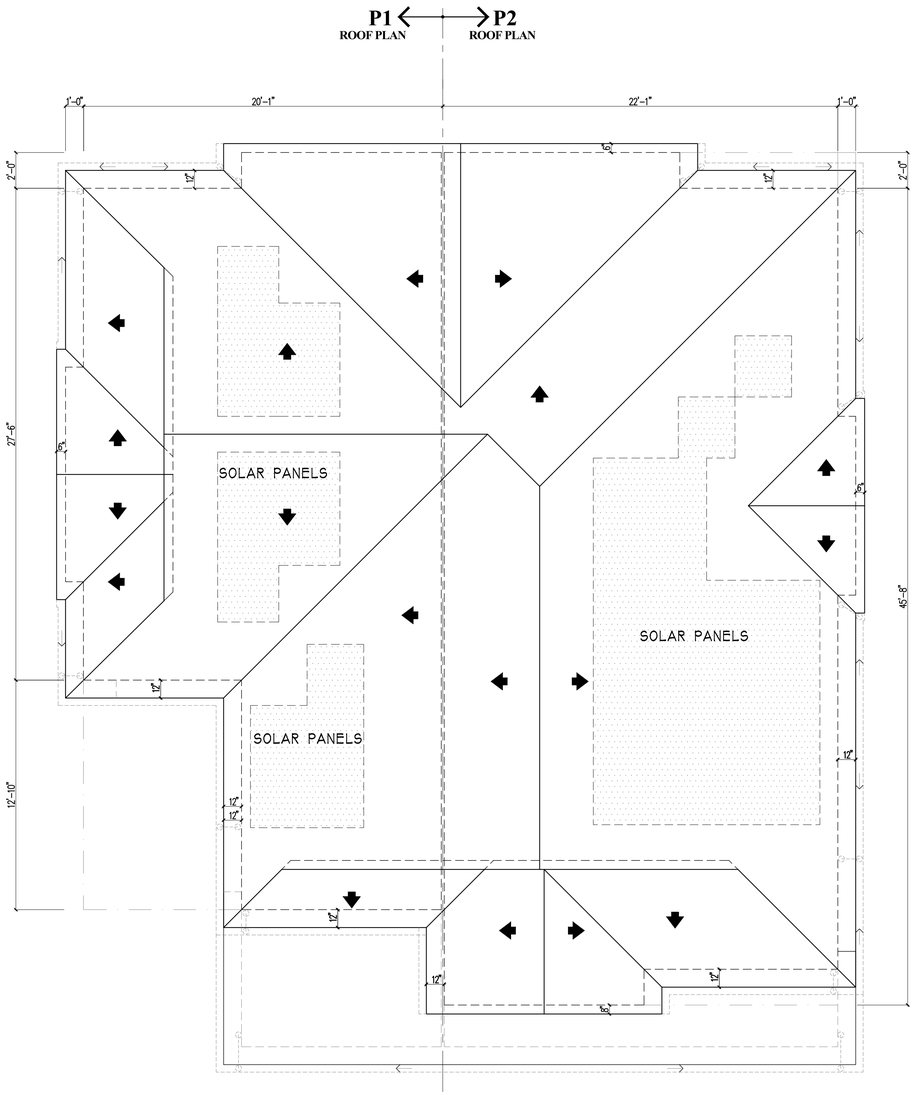
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ATTACHMENT No. 2 - PROJECT PLANS

24x36





P1	
1st FLR =	569
2nd FLR =	713
	1282 SF

SECOND FLOOR PLAN

PLAN 2	
1st FLR =	617
2nd FLR =	975
	1592 SF

ROOF PLAN

P1 & P2 FLOOR PLAN

SCALE 1/4" = 1'-0"

02.02.2026

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P1 & P2
SECOND FLR PLAN
ROOF PLAN

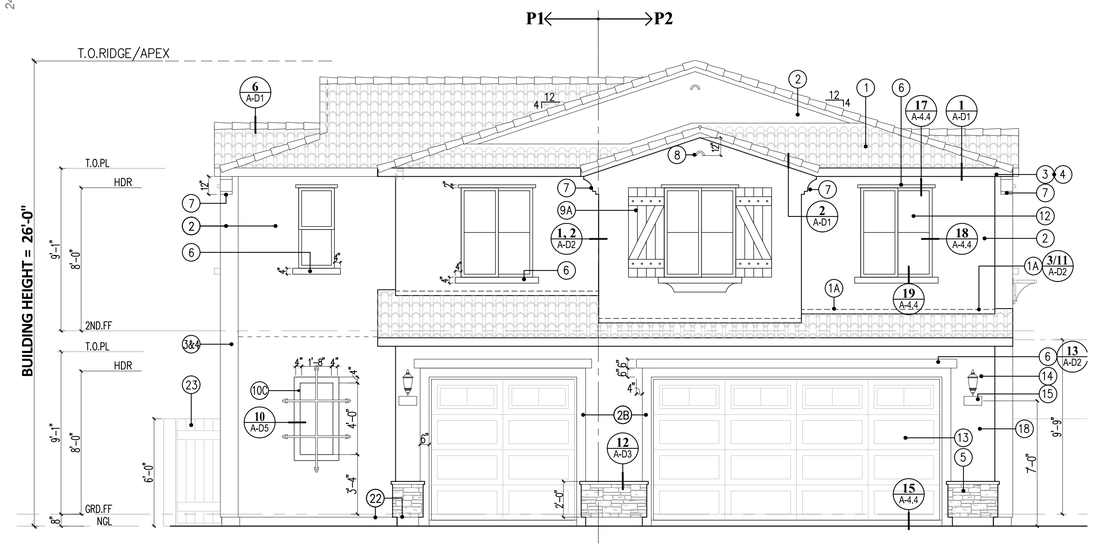
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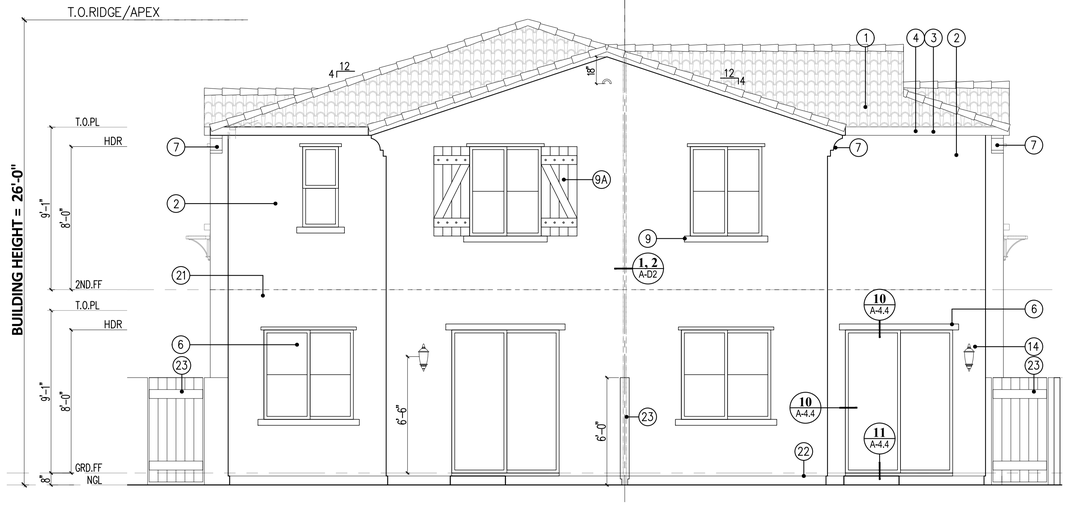
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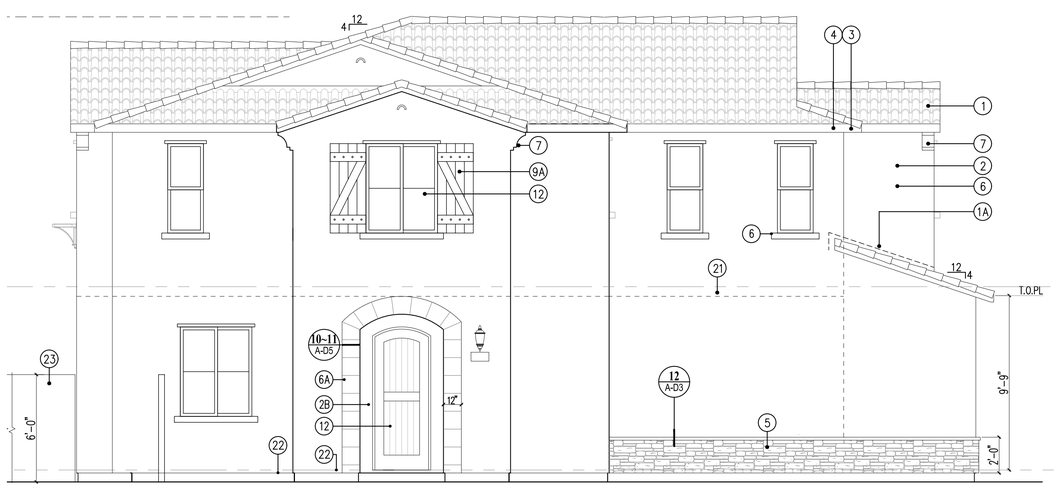
FRONT ELEV.



RIGHT SIDE ELEV. (P2)



REAR ELEV.



LEFT SIDE ELEV. (P1)

P1 & P2 ELEVATIONS

SCALE 1/4" = 1'-0"

EXT. ELEVATION NOTES:

MATERIALS HEREIN ARE SUBJECT TO CHANGE BY OWNER'S SELECTION/APPROVAL.
ALL EXT. STONEWORK FINISHES TO SUBMIT SAMPLE FOR OWNER'S/ARCHITECTS APPROVAL

1. ROOF COVERING. MINIMUM CLASS A TYPE PER ROOF SCHED/PLAN & CBC 1506 & 1507. INSTALL PER MANUF'S SPECS/INSTRUCTIONS. ROOF PLAN @ A-1.3.1, A-2.3.1, A-3.3.1.
1A. ROOF TO WALL FLASHING, NON-CORROSIVE, MIN. 26 GALV.SHT. MUST BE INSTALLED AT WALL AND ROOF INTERSECTIONS, AT GUTTERS, WHEN THERE IS A CHANGE IN ROOF SLOPE OR DIRECTION, AND AROUND ROOF OPENINGS. INSTALL PER CBC 1508 & 1509, & PER MANUF'S SPECS. REFERENCE DETAIL 3 & 11/A-D1.
2. EXT. 3-COAT STUCCO SYSTEM, MEDIUM SAND (MIN. 7/8" THK) OVER METAL LATH OVER 60 MIN 2-PLY BLDG. PAPER GRADE D OVER SHEAR WALL WHERE OCCURS. CBC 2512, AND DETAILS 1, 2, 4, 18/ A-D4.
2A. EXTERIOR PLASTER SOFFIT OVER EXPANDED METAL LATH OVER BUILDING PAPER PER NOTE @ 2. PROVIDE CONT. DRIP SCREED WHERE REQUIRED, SEE DETAIL @ 19/A-D3.
2B. RECESSED ACCENT -LIGHT SAND STUCCO PER ELEVATION & NOTE @2 WHERE OCCURS.
3. 2x8 EXPOSED FACIA. SEE DETAIL AT AD-1.
4. MTL. GUTTER WITH LEAF GUARD, NON-CORROSIVE. DOWNSPOUT TIE INTO AREA DRAIN SYS. DISCHARGE TO AN APPROVED LOCATION, DRAIN WATER OVER A NON-ERODIBLE SURFACE.
5. VENEER STONE ACCENT BASE WALL PER ELEVATIONS. SEE DETAIL 3 & 7, A-D4.
6. WINDOWS/DOORS TRIM. LIGHT SAND STUCCO COAT OVER SHAPED ADHERED EPS FOAM TRIM OVER BROWN COAT, SEE ELEVATION FOR SIZE/LOCATION. DETAIL @ 17-19/AD-4.4. ??
6A. MAIN ENTRY DOOR TRIM. SPANISH DECOR CERAMIC TILE ACCENT. SEE PLAN/ELEVATION FOR SIZES AND LOCATION. DETAIL @ 1-2/A-D4.4.
7. CABLE END SIDE TRIM PER ELEVATION. STUCCO COAT OV. SHAPED ADHERED EPS FOAM TRIM OV. BROWN COAT, MATCH TO WALL FIN. SEE ELEVATION FOR SIZE/LOC. DETAIL @ 5/A-D.1
8. CABLE END SPANISH ACCENT. 6" DIA. PRE-FAB PIPE OUTLOOKER TILE AND/OR EYEBROW ACCENT PER ELEVATION. SEE DETAIL @ 9/A-D.5. TO SUBMIT SAMPLE.
9. DECO SHUTTER ACCENT PER P1 ELEVATION, HEAVY DUTY VINYL OR APPROVED MATERIALS
9A. WINDOW SHUTTER. HEIGHT TO MATCH THE WINDOW. DETAIL @ 5/A-D.5
9B. BAHAMA SHUTTER (FOR LOT 1, 3 & 11) DETAIL @ 6/A-D.5
10. WROUGHT IRON ACCENT, NON-CORROSIVE, SEE ELEVATION FOR SIZES AND LOCATIONS.
A) W.I. WINDOW ACCENT. SEE DETAIL 13/A-5.
B) W.I. WINDOW ACCENT WITH PLANTER HOLDER; NO PLANTER @ ADU. DETAIL 14/A-D.5
C) W.I. WALL ACCENT WITH 4" FOAM TRIM SIM TO NOTE 6. SEE DETAIL 10/A-D.5
11. RESERVED
12. DOOR & WINDOWS PER PLAN/SCHEDULE. SEE A-4'S; DETAILS @ A-4.4-A-4.5
12A. HEADER @ 8'-0". REFER TO STRUCTURAL DRAWINGS FOR ALL HEADER.
13. MTL. SECTIONAL ROLL-UP GARAGE DOOR PER PLAN/SCHEDULE. HEAVY DUTY, INSULATED, AND NON-CORROSIVE. INCL ITS ACCESORIES. INSTALL PER MANUF'S SPEC'S/INSTRUCTN.
14. EXT. DECO. LIGHT FIXTURE (TRADITIONAL), INSTALL PER ELEVATION.
15. BACK-LIT ADDRESS SIGN VISIBLE FROM STREET. LETTERS/NUMERALS HEIGHT 6-IN (MIN. 4-IN) ADDRESS IDENTIFICATION CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND. LEGIBLE/PLACED WHERE IS EASILY VISIBLE TO APPROACHING EMERGENCY VEHICLES. R319
16. 14"X6" G.I. SCREENED (NON CORROSIVE) EXHAUST VENT – HIGH & LOW.
17. ELECTRIC METER TO VERIFY EXACT LOCATION WITH UTILITY COMPANY REQUIREMENTS
18. TEL./TV/CABLE PANEL, VERIFY EXACT LOCATION WITH ELECT'L & UTILITY COMPANY.
19. RESERVED
20. 14"x6" G.I. SCREENED HIGH AND LOW COMBUSTION AIR VENTS LOCATE BOTTOM OF LOWER VENT 6" FROM GARAGE CURB LOCATE TOP VENT 12" DOWN FROM GARAGE CEILING.
21. PLASTER EXPANSION JOINT. SEE DETAIL AT 4/A-D4.
22. WEEP SCREED, (NON-CORROSIVE) BELOW FOUNDATION PLATE LINE ON EXTERIOR STUD PER 2512 ASTM C926. SEE NOTES & DETAIL AT 5-8/A-D4.
23. HARDSCAPE & DRAINAGE INFORMATION PER CIVIL & LANDSCAPE DRAWINGS. INCLUDING GATE/FENCES, SEE PLAN FOR LOCATION.

*** HOUSE STREET NUMBER IS CLEARLY VISIBLE AND LEGIBLE FROM THE STREET**

02.02.2026

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P1 & P2 ELEVATIONS

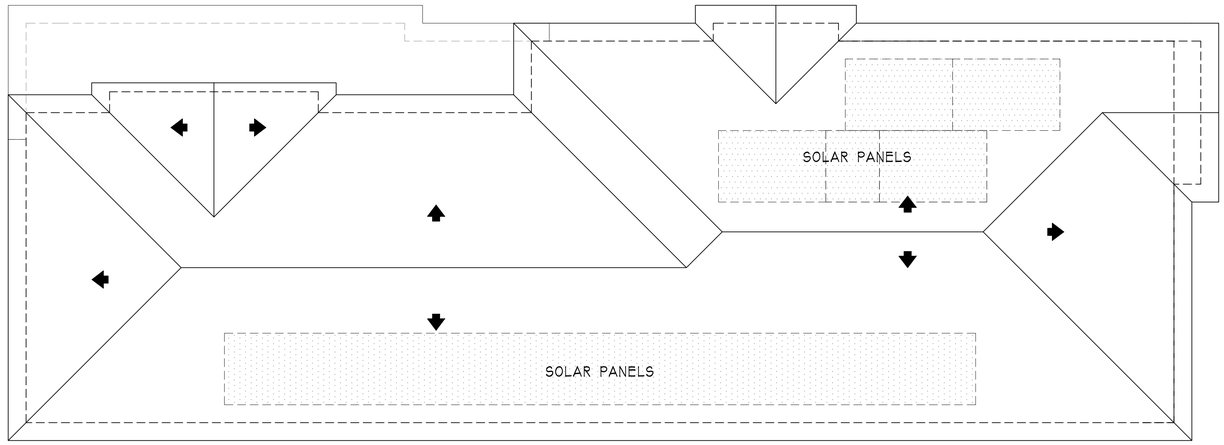
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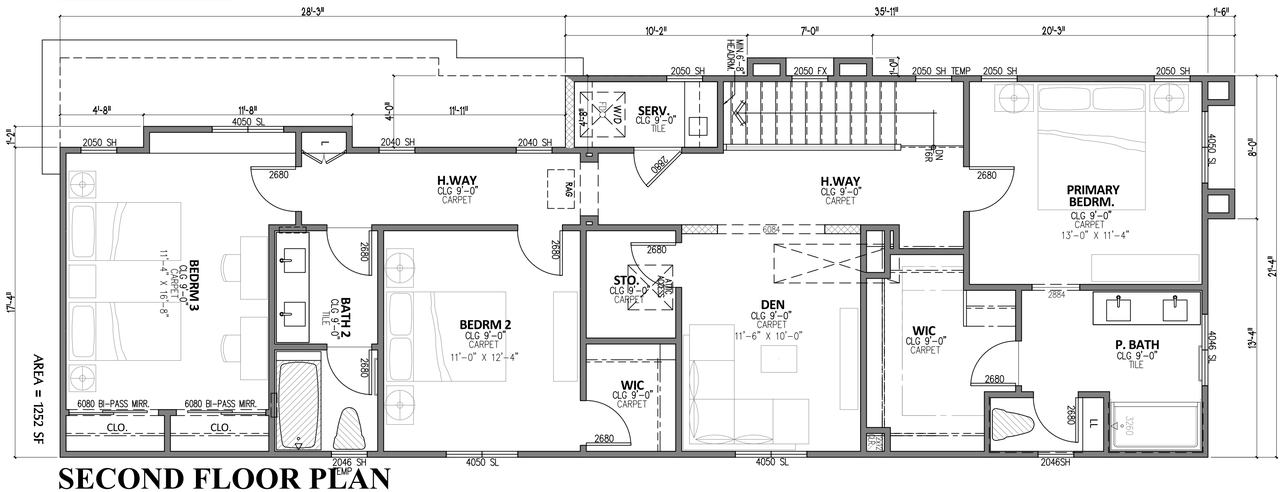
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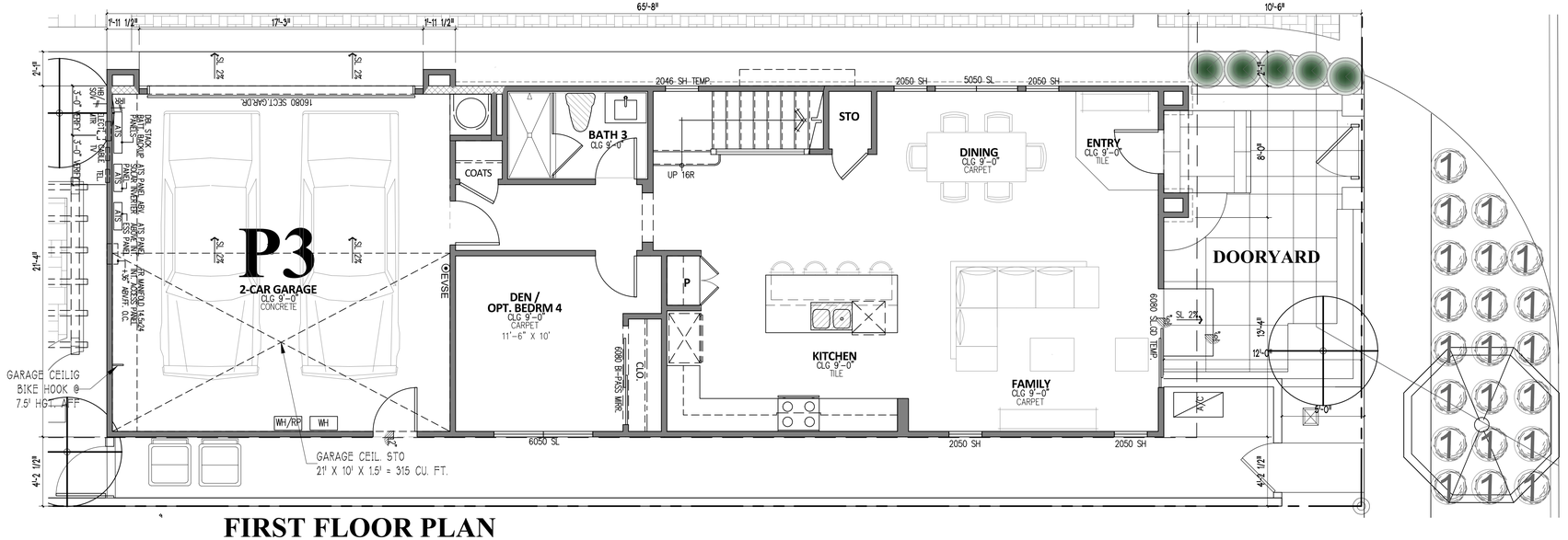
24x36



ROOF PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

P3 FLOOR PLAN

SCALE 1/4" = 1'-0"

PLAN 3

1st FLR =	914
2nd FLR =	1252
	2165 SF

02.02.2026

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P3 FLOOR PLAN

Sheet No. :

DD-2.0

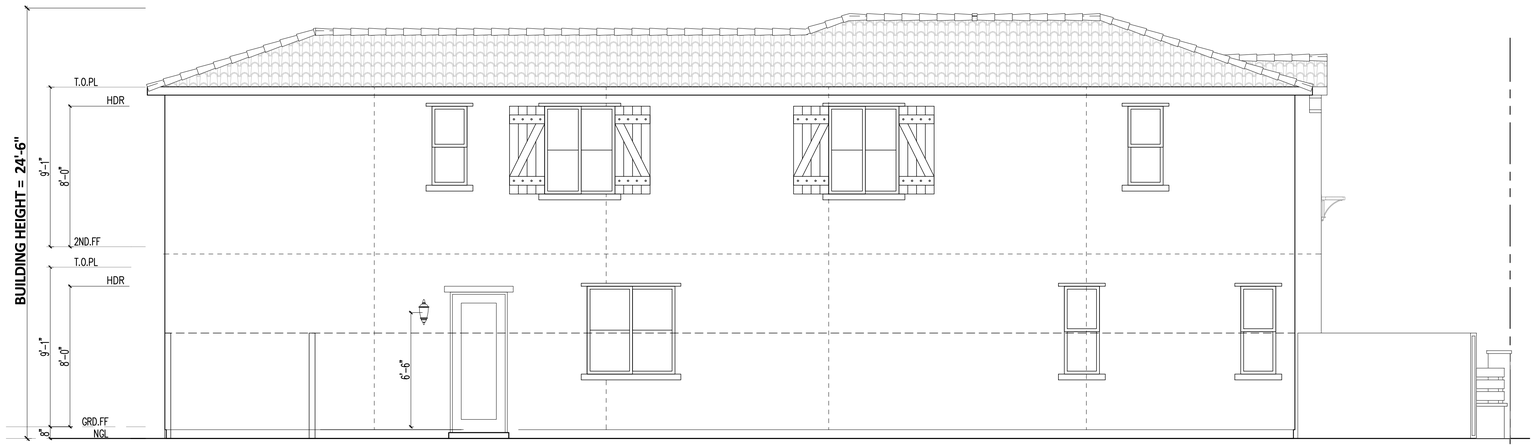
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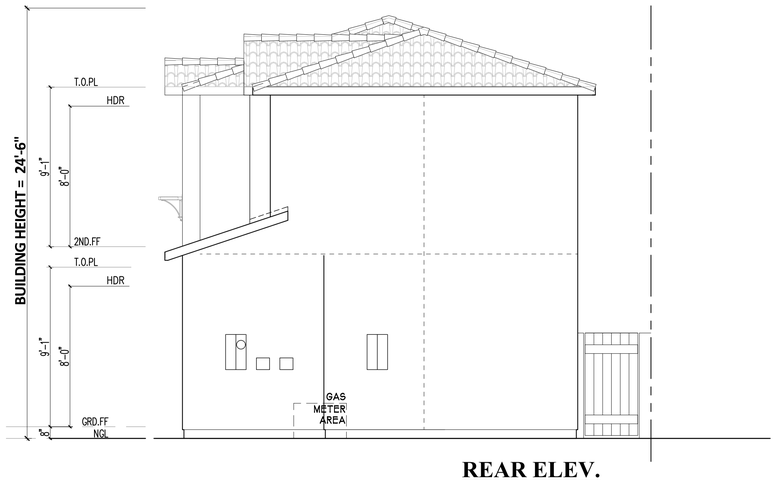
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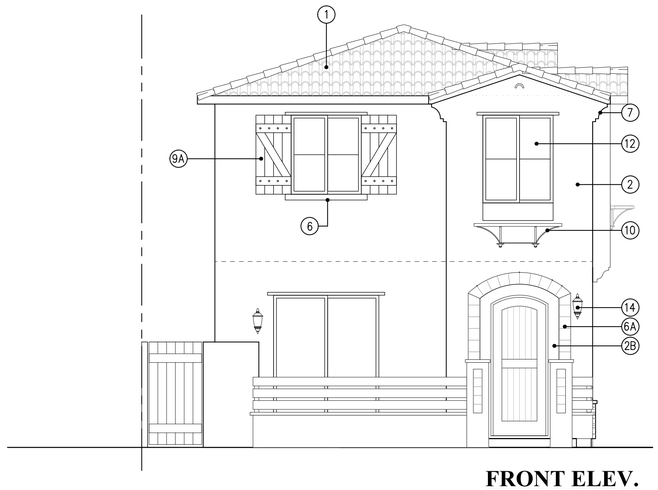
RIGHT SIDE ELEV.



LEFT SIDE ELEV.



REAR ELEV.



FRONT ELEV.

EXT. ELEVATION NOTES:

MATERIALS HEREIN ARE SUBJECT TO CHANGE BY OWNER'S SELECTION/APPROVAL. ALL EXT. STONEWORK FINISHES TO SUBMIT SAMPLE FOR OWNER'S/ARCHITECTS APPROVAL

1. ROOF COVERING, MINIMUM CLASS A TYPE PER ROOF SCHED/PLAN & CBC 1506 & 1507. INSTALL PER MANUF'S SPECS/INSTRUCTIONS. ROOF PLAN @ A-1.1, A-2.1, A-3.1.
1A. ROOF TO WALL FLASHING, NON-CORROSIVE, MIN. 26 GALV.SHT. MUST BE INSTALLED AT WALL AND ROOF INTERSECTIONS, AT GUTTERS, WHEN THERE IS A CHANGE IN ROOF SLOPE OR DIRECTION, AND AROUND ROOF OPENINGS. INSTALL PER CBC 1508 & 1509, & PER MANUF'S SPECS. REFERENCE DETAIL 3 & 11/A-D1.
2. EXT. 3-COAT STUCCO SYSTEM, MEDIUM SAND (MIN. 7/8" THK) OVER METAL LATH OVER 60 MIN 2-PLY BLDG. PAPER GRADE D OVER SHEAR WALL WHERE OCCURS. CBC 2512, AND DETAILS 1, 2, 4, 18/ A-D4.
2A. EXTERIOR PLASTER SOFFIT OVER EXPANDED METAL LATH OVER BUILDING PAPER PER NOTE # 2. PROVIDE CONT. DRIP SCREED WHERE REQUIRED, SEE DETAIL @ 19/A-D3.
2B. RECESSED ACCENT –LIGHT SAND STUCCO PER ELEVATION & NOTE #2 WHERE OCCURS.
3. 2x8 EXPOSED FACIA. SEE DETAIL AT AD–1.
4. MTL. GUTTER WITH LEAF GUARD, NON–CORROSIVE. DOWNSPOUT TIE INTO AREA DRAIN SYS. DISCHARGE TO AN APPROVED LOCATION. DRAIN WATER OVER A NON–ERODIBLE SURFACE.
5. VENEER STONE ACCENT BASE WALL PER ELEVATIONS. SEE DETAIL 3 & 7, A–D4.
6. WINDOWS/DOORS TRIM. LIGHT SAND STUCCO COAT OVER SHAPED ADHERED EPS FOAM TRIM OVER BROWN COAT, SEE ELEVATION FOR SIZE/LOCATION. DETAIL @ 17–19/AD–4.4. ??
6A. MAIN ENTRY DOOR TRIM. SPANISH DECOR CERAMIC TILE ACCENT. SEE PLAN/ELEVATION FOR SIZES AND LOCATION. DETAIL @ 1–2/A–D4.4.
7. GABLE END SIDE TRIM PER ELEVATION. STUCCO COAT OV. SHAPED ADHERED EPS FOAM TRIM OV. BROWN COAT, MATCH TO WALL FIN. SEE ELEVATION FOR SIZE/LOC. DETAIL @ 5/A–D.1
8. GABLE END SPANISH ACCENT: 6" DIA. PRE–FAB PIPE OUTLOOKER TILE AND/OR EYEBROW ACCENT PER ELEVATION. SEE DETAIL @ 9/A–D.5. TO SUBMIT SAMPLE.
9. DECO SHUTTER ACCENT PER PI ELEVATION, HEAVY DUTY VINYL OR APPROVED MATERIALS.
9A. WINDOW SHUTTER. HEIGHT TO MATCH THE WINDOW. DETAIL @ 5/A–D.5
9B. BAHAMA SHUTTER (FOR LOT 1, 3, 9 & 11). DETAIL @ 6/A–D.5
10. WROUGHT IRON ACCENT, NON–CORROSIVE, SEE ELEVATION FOR SIZES AND LOCATIONS.
A) W.I. WINDOW ACCENT. SEE DETAIL 13/A–5.
B) W.I. WINDOW ACCENT WITH PLANTER HOLDER. NO PLANTER @ ADU. DETAIL 14/A–D.5
C) W.I. WALL ACCENT WITH 4" FOAM TRIM SIM TO NOTE 6. SEE DETAIL 10/A–D.5
11. RESERVED
12. DOOR & WINDOWS PER PLAN/SCHEDULE. SEE A–4'S; DETAILS @ A–4.4–A–4.5
12A) HEADER @ 8'–0". REFER TO STRUCTURAL DRAWINGS FOR ALL HEADER.
13. MTL. SECTIONAL ROLL–UP GARAGE DOOR PER PLAN/SCHEDULE. HEAVY DUTY, INSULATED, AND NON–CORROSIVE INCL. ITS ACCESSORIES. INSTALL PER MANUF'S SPECS/INSTRUCTN.
14. EXT. DECO. LIGHT FIXTURE (TRADITIONAL), INSTALL PER ELEVATION.
15. BACK–LIT ADDRESS SIGN VISIBLE FROM STREET. LETTERS/NUMERALS HEIGHT 6–IN (MIN. 4–IN) ADDRESS IDENTIFICATION CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND. LEGIBLE/PLACED WHERE IS EASILY VISIBLE TO APPROACHING EMERGENCY VEHICLES. R319
16. 14"X6" G.I. SCREENED (NON CORROSIVE) EXHAUST VENT – HIGH & LOW.
17. ELECTRIC METER TO VERIFY EXACT LOCATION WITH UTILITY COMPANY REQUIREMENTS
18. TEL./TV/CABLE PANEL. VERIFY EXACT LOCATION WITH ELECT'L & UTILITY COMPANY.
19. RESERVED
20. 14"x6" G.I. SCREENED HIGH AND LOW COMBUSTION AIR VENTS LOCATE BOTTOM OF LOWER VENT 6" FROM GARAGE CURB LOCATE TOP VENT 12" DOWN FROM GARAGE CEILING.
21. PLASTER EXPANSION JOINT. SEE DETAIL AT 4/A–D4.
22. WEEP SCREED, (NON–CORROSIVE) BELOW FOUNDATION PLATE LINE ON EXTERIOR STUD PER 2512 ASTM C926. SEE NOTES & DETAIL AT 5–8/A–D4.
23. HARDSCAPE & DRAINAGE INFORMATION PER CIVIL & LANDSCAPE DRAWINGS. INCLUDING GATE/FENCES, SEE PLAN FOR LOCATION.

*** HOUSE STREET NUMBER IS CLEARLY VISIBLE AND LEGIBLE FROM THE STREET**

P3 ELEVATIONS

SCALE 1/4" = 1'-0"

02.02.2026

ARCHITECT:

BUCILLA GROUP ARCHITECTURE
INCORPORATED

ARCHITECTURE PLANNING INTERIOR DESIGN
HISTORIC PRESERVATION LEED VALUE ENGINEERING

1601 Dove Street, Suite 187, Newport Beach, Ca 92660
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LICENSED ARCHITECT
Greg G. Pai
C-26618
06-30-2027
RENEWAL DATE
STATE OF CALIFORNIA

ATTEST TO ARCHITECTURAL ONLY

Project :

WHEELER AVENUE
Fontana, CA

Owner:

NEWBRIDGE HOMES LLC
500 Newport Center Drive,
Suite 570
Newport Beach, CA 92260

NO.	DATE	DESCRIPTION

PERMIT NO:

BD SUBM. DATE:

PLOT DATE:

PLOT DATE:

Project Number :

BGA No. 25013

Sheet Title :

P3 ELEVATIONS

Sheet No. :

DD-2.1

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DO NOT SCALE THE DRAWINGS

RESOLUTION NO. PC 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, TENTATIVE TRACT MAP NO. 26-0005 (TTM 20856) AND DESIGN REVIEW NO. 25-0031 TO ESTABLISH EIGHT (8) CONDOMINIUMS AND FOR SITE AND ARCHITECTURAL APPROVAL OF AN EIGHT (8) UNIT MULTI-FAMILY DEVELOPMENT PROJECT AND ASSOCIATED SITE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 8202 WHEELER AVENUE IDENTIFIED AS ASSESSOR PARCEL NUMBER 0192-021-07

WHEREAS, 8202 Wheeler Avenue, also identified as Assessor Parcel Number ("APN") 0192-021-07 ("Project Site"), was annexed from San Bernardino County into the City of Fontana on June 21, 1952; and

WHEREAS, on October 9, 2025, the City of Fontana ("City") received an application from NewBridge Homes ("Applicant") for a Tentative Tract Map No. 26-0005 (TTM No. 20856) to establish an eight (8) parcel condominium map, and a Design Review ("DRP No. 25-0031"), along with an SB 330 application, for an eight (8) unit multi-family development project and associated site improvements at the Project Site (the "Project"); and

WHEREAS, the Project site has a General Plan Land Use designation of Walkable Mixed-Use (WMXU-3) and is located within the Form Based Code (FBC) Multi-Family Core district which allows for such projects; and

WHEREAS, Chapter 5 of the City's General Plan establishes a vision that the City's housing stock meets the needs of families and individuals at every stage of life and all income levels through the promotion of various housing types; and

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

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

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and a notice of the public hearing was published in the Fontana Herald newspaper on July 10, 2026, and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, on July 21, 2026 the Planning Commission ("Planning Commission") opened the public hearing for TTM No. 26-0005 (TTM No. 20856) and DRP No.25-0031 to accept public comment and at the request of the applicant continued the public hearing to the August 18, 2026 Planning Commission meeting; and,

WHEREAS, on July 21, 2026 and August 18, 2026 duly noticed public hearings for TTM

NO. 26-0005 (TTM No. 20856) and DRP No.25-0031 were held by the Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and,

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, including the staff report, findings, and all of the information, evidence and testimony presented at its public hearings on July 21, 2026 and August 18, 2026; and

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

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "A"** for Tentative Tract Map No. 26-0005 (TTM No. 20856), and **Exhibit "B"** for Design Review No. 25-0031; and

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

NOW, **THEREFORE**, the Planning Commission RESOLVES as follows:

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

Section 2. CEQA. The Planning Commission hereby determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project site is considered In-Fill Development and meets the CEQA requirements of Infill: (1) the Project is consistent with the WMXU-3 designation of the General Plan land use designation, and the Multi-Family Core District of the FBC district regulations; (2) The Project Site is less than five (5) acres at approximately .4 adjusted gross 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 development. The Planning Commission further determines that none of the exceptions in CEQA Guidelines Section 15300.2 apply to the Project and directs Staff to file a Notice of Exemption.

Section 3. Tentative Tract Map Findings. The Planning Commission hereby makes the following findings for TTM No. 26-0005 (TTM No. 20856) in accordance with Section 26-55 "Hearing; criteria for approval" 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. 26-0005 (TTM No. 20856) is a request to establish eight (8) condominiums for the purpose of developing an eight (8) unit multi-family project. The Project is consistent with the General Plan Land Use Designation for the Project Site, which is Walkable Mixed-Use Urban Village (WXMU-3). The WXMU-3 General Plan Land Use designation allows for a density range from 2.1 to 70 dwelling units per acre. In addition, the Form Based Code – Multi-family Core zoning designation further restricts the density range for this site from 12 to 39 units per acre. The project has a density of 18.6

dwelling units per acre, which is consistent with both the General Plan and Zoning designations. The site is not within a specific plan.

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

Findings of Fact: The design of the proposed subdivision is consistent with the General Plan, and the site is not within a specific plan. The Project has been reviewed by the Engineering Department and the San Bernardino County Fire Department and has been determined to be in compliance with all applicable codes and regulations.

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

Findings of Fact: The Project Site, shape and topography are suitable for this type and density of development. The zoning for the site requires a density of 12-39 units per acre and the project has a density of 18.6 dwelling units per acre. The Project Site is approximately .4 adjusted gross acres and accommodates the formation of a condominium map for eight (8) residential multi-family units. The Project Site is developed, and is surrounded by residential uses on the south, east and north side of the project site. 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 avoidable injure fish or wildlife or their habitat.

Findings of Fact: The design of the subdivision and the proposed improvements comply with the City of Fontana's Municipal code requirements, conditions of approval (referenced herein), and are not likely to 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.

Findings of Fact: The design of the subdivision complies with the City of Fontana's Municipal Code requirement and the improvements associated with the subdivision such as street, curb, gutter, and sidewalk are required to be constructed and have been designed as part of this project pursuant to the Zoning and Development Code and the Engineering Department's comments. Additional improvements such as water and sewer connections will be completed pursuant to applicable standards. Therefore, the Project shall 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 improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact: The design of the subdivision and the associated improvements will not conflict with an access easement acquired by the public. The proposed subdivision will be accessed from Wheeler Avenue. Currently there are no other public access easements through or within the Project Site.

Section 4. Design Review Findings. The Planning Commission hereby makes the following findings for Design Review No. 25-0031 in accordance with Section 30-120 "Findings for approval" of the Fontana Zoning and Development Code:

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

Findings of Fact: The Project consists of the development of eight (8) multi-family units, which is consistent with the General Plan designation for the Project Site, which is WMXU-3. The WMXU-3 land use designation category is described by the General Plan as a land use designation is intended to provide a variety of housing intended for the Downtown area and adjacent areas. The intent is to allow for higher density housing mixed with commercial uses to create a regional and local destination.

The Project is located within the Multi-Family Core district of the FBC. The eight (8) unit multifamily residential development will meet all zoning and development standards set forth in the Fontana Municipal Code, including the required density range.

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

Findings of Fact: The development complies with the City of Fontana Zoning and Development Code. The Project's improvements including sidewalks, drainage, and grading ensure a safe and well-designed development. Additionally, the development meets all setbacks, height, landscaping, design, parking, access, and safety requirements.

The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments. The design of the project conforms to the City code. 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.

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

Findings of Fact: The Project has been designed to enhance and complement the surrounding neighborhood. The architectural theme for the project is described as Spanish. 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 consists of decorative lighting, varied roof lines, metal accents, and other features appropriate to the style. The use of a variety of colors and materials such as stucco finish and stone veneer further adds architectural diversity to each building. The project enhances the surrounding neighborhood with the articulated architectural features mentioned above and the color palette is compatible with the existing development in the area. Additionally, the landscaping incorporates plants that complement the architectural style of the building and the development as a whole. The project has been reviewed by the Engineering, Building and Safety, and Fire Departments for safety. During the project review process, the plans were evaluated to ensure that the project is well designed.

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 City of Fontana Zoning and Development Code. Improvements including sidewalks, 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 5. Approvals. Based on the foregoing, the Planning Commission hereby approves Tentative Tract Map No. 26-0005 (TTM No. 20856) subject to the Findings and the Conditions of Approval attached hereto as "**Exhibit A**", and Design Review No. 25-0031 subject to the Findings and the Conditions of Approval attached hereto as "**Exhibit B**", and incorporated herein by this reference as though fully set forth herein.

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 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 18th day of August 2026.

_____
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 18th day of August 2026, by the following vote, to-with:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Torrie Lozano, Secretary

Exhibit "A"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. 25-0071 **DATE:** August 18, 2026
Tentative Tract Map No. 26-0005 (TTM No. 20856)

LOCATION: 8202 Wheeler Avenue (APN:0192-021-07)

PLANNING DEPARTMENT:

1. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions, signed by the property owner or legal representative, shall be placed on the first sheet of final buildings plans prior to issuance of any building permits.

2. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until both of the following have occurred:

    a. All 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.

3. Tentative Tract Map No. 26-0005 (TTM No. 20856) shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development, and the Subdivision Map Act.

4. 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.

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

6. 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 attorney's 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 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.

7. This Tentative Tract Map 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.

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

10. 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. Temporarily enclose localized and stationary noise sources,

11. Historic Archaeological Resources

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

    b. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

    c. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

12. Prior to first issuance of any certificate of occupancy, the applicant shall obtain approval from the City Attorney for Covenants, Conditions, and Restrictions (CC&Rs) for this development. The applicant shall deposit $4,000 with the City for the City Attorney's review fee, with any remaining funds reimbursed to the applicant. The CC&Rs shall grant the City the authority to review and approve/disapprove amendments (including dissolution) of the CC&Rs/association. The CC&Rs shall grant the City the right (though not the obligation) to enforce the CC&Rs (at a minimum those provisions related to City-required items). The CC&Rs must be recorded in the San Bernardino County Recorder's Office by the Applicant prior to the issuance of any certificate of occupancy issued.

13. 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.

14. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-30 of the Municipal Code.

BUILDING AND SAFETY DEPARTMENT

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits to construct any residences on the property.

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

22. 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

23. The following items (as applicable) shall be completed by the applicant and submitted to the Building & Safety prior to the issuance of building permits of the residences for this project.
    a. Precise grading plans shall be approved.

24. 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.

RESIDENTIAL ENGINEERING LAND DEVELOPMENT

25. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Any main trunk sewer line installed or modified shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.

26. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. The project is exempt from undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code.

27. 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

28. 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.

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

30. 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.

31. 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

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

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS OTHER THAN ROUGH GRADING

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

34. The Applicant shall submit engineered improvement plans and obtain full approval. All public improvements shall be drawn on new plans, not delta revisions. All required public improvements, including but not limited to streets, storm drainage systems, sewers, streetlights, 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.

35. 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 TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

36. Complete all public improvements required of the project. Ensure any streetlights along the Project's frontage are energized and operating properly.

37. 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 for any new streetlights that may need to be installed.

38. 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.

39. 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.

40. 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.

41. 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

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

43. 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.

44. At no time shall the design and gating of the Project driveway/s 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.

45. 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.

46. 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.

47. The site plan shall identify accessibility-compliant path(s) of travel for all improvements within the public right-of-way and to all common-use or public-use facilities.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

48. 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.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

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

FIRE DEPARTMENT

50. **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.

51. **Fire Access Road Width**: All fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

52. **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.

53. **Street Signs**: Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

54. **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.

55. **Water System Residential**: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B 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 six hundred (600) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

    a. The Fire Flow for this project shall be: 1,500 GPM for a two-hour duration at 20 psi residual operating pressure.

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

57. **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.

58. **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.

59. **Fire Sprinkler-NFPA #13D**: An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

60. **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.

61. **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 fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.

62. **San Bernardino County Fire Standards/Codes**: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS

Exhibit "B"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. 25-0071
Design Review No. 25-0031

DATE: August 18, 2026

LOCATION: 8202 Wheeler Avenue (APN:0192-021-07)

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. This project will comply with all applicable provisions, regulations and development standards of the Fontana City Code.
    b. 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,
    c. All other Conditions of Approval imposed by this project have been fulfilled.

2. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.

3. The project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.

4. The Applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the Applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the Applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

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

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

5. 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.

6. The Director of Planning, or his/her designee, shall have the authority for minor architectural changes focusing on items such as window treatments, color combinations, façade treatments, and architectural relief. Questions on the interpretation of this provision or changes not clearly within the scope of this provision shall be submitted to the Planning Commission for consideration under a Revision to the Design Review.

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

8. 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.

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 $300 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, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.

b. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

c. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

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:

    f. Temporarily enclose localized and stationary noise sources

13. All built-in gas or electric barbeques shall be installed with safety locks to the satisfaction of the Director of Planning.

14. The current applicable Development fees must be paid prior to issuance of each certificate of occupancy.

15. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
16. 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.
17. Applicant shall pay all applicable service fees pursuant to the Fontana Municipal Code.
18. 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.
19. Color combinations and color schemes for residential 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.
20. All garage doors shall be metal, sectional, and roll-up.
21. Wall-mounted decorative lighting fixtures shall be provided at the front porch area as well as on each side of the garage door. Wall-mounted decorative lighting fixtures shall be a minimum of 18 inches in height.
22. All new block walls that can be seen by public view shall be constructed with a decorative block and capped with a prefabricated block cap. New block walls that cannot be seen by public view shall? 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 (finished grade) when used in combination with a retaining wall unless otherwise specified for this project.
24. Block walls shall be constructed pursuant to ARTICLE III, DIVISION 7, Section 30-389 of the Fontana Zoning and Development Code.
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 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.
26. All utility easements shall be landscaped and shall be maintained as provided in the easement document.
27. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including but not limited to the City's Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
28. The development shall maintain an active Homeowner's Association ("HOA") at all times. The City shall be the third party to the HOA's Covenants Conditions and Restrictions solely for the purpose of enforcing property and maintenance standards.
29. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City

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

30. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Municipal Code.
31. 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.
32. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
33. Design Review No. 25-0031 shall become null and void two (2) years from the original date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
34. 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.
35. Public sidewalks shall be provided for all new developments in accordance with the city's circulation element of the General Plan.
36. All applicable 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.
37. Address numbers and complex numbers should be visible. Building and unit numbers should be posted and visible. Address specifications are meant to ensure identification and location of buildings. Proper posting and maintenance minimizes confusion as to location and expedites public safety response.
38. The grading plan submitted during building plan check shall be consistent with the approved entitlement grading plan with respect to grad elevations, heights of walls, and screening methods. The Director of Planning shall approved any deviations from the approved entitlement grading plan.
39. 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

40. All conditions of Approval contained herein shall be incorporated into all applicable final constructions 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.
41. 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.
42. 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

43. 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.

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

BUILDING AND SAFETY DEPARTMENT

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits to construct any residences on the property.

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

52. 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

53. The following items (as applicable) shall be completed by the applicant and submitted to the Building & Safety prior to the issuance of building permits of the residences for this project.
    a. Precise grading plans shall be approved.

54. 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.

RESIDENTIAL ENGINEERING LAND DEVELOPMENT

55. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Any main trunk sewer line installed or modified shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.

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60. 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.

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

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66. Complete all public improvements required of the project. Ensure any streetlights along the Project's frontage are energized and operating properly.

67. 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 for any new streetlights that may need to be installed.

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69. 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.

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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.

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

73. 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.

74. At no time shall the design and gating of the Project driveway/s 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.

75. 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.

76. 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.

77. The site plan shall identify accessibility-compliant path(s) of travel for all improvements within the public right-of-way and to all common-use or public-use facilities.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

78. 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.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

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

FIRE DEPARTMENT

80. **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.

81. **Fire Access Road Width**: All fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

82. **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.

83. **Street Signs**: Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.

84. **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.

85. **Water System Residential**: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B 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 six hundred (600) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

    a. The Fire Flow for this project shall be: 1,500 GPM for a two-hour duration at 20 psi residual operating pressure.

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

87. **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.

88. **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.

89. **Fire Sprinkler-NFPA #13D**: An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

90. **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.

91. **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 fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.

92. **San Bernardino County Fire Standards/Codes**: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS

FONTANA
CALIFORNIA

NOTICE OF EXEMPTION

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

1. Project Title:	**Master Case No. 25-0071, TTM No. 26-0005 (TTM No. 20856) and Design Review No. 25-0031**
2. Project Applicant (include address, telephone number and email address):	**Bryan Avilla Newbridge, Manager 500 Newport Center Drive #570 Newport Beach, CA 92660 (949) 344-2701 bavilla@newbridgehomes.com**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**The project site is located at 8202 Wheeler Avenue (APN: 0192-021-07)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**A request for approval of a Tentative Tract Map for the establishment of eight (8) condominiums along with a request for the site and architectural approval of a new eight (8) unit multi-family development project and associated site improvements on approximately .4 acres.**

ATTACHMENT NO. 4

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	**Bryan Avilla** **NewBridge, Manager** **500 Newport Center Drive #570** **Newport Beach, CA 92660** **(949) 344-2701** **bavilla@newbridgehomes.com**
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:	
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Infill Development) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	

9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 – Infill Development). The project meets the CEQA requirements of Infill: (1) The Project is consistent with the Walkable Mixed Use (WXMU-3) land use designation of the General Plan and the Multi-Family Core of the FBC zoning district; (2) The Project Site is less than five (5) acres; (3) The Project Site has previously been developed, and is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project.**

10. Lead Agency Contact Person: Telephone:	Moises Lomeli, Assistant 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 ☒ No ☐ If yes, the date of the public hearing was: August 18, 2026	

Date:

_____

Signature

Name: Rina Leung

Title: Senior Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

ATTACHMENT NO. 4

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.

- At the July 21, 2026 meeting, the Planning Commission continued the item to the meeting of August 18, 2026.

In compliance with Section No. 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section No. 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 Planning Department by calling (909) 350-6718. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting.

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

Master Case No (MCN). 25-0071; Tentative Tract Map No. 26-0005 (TTM No. 20856), and Design Review (DRP) No. 25-0031

A request for approval of a Tentative Tract Map for the establishment of eight (8) condominiums along with a request for the site and architectural approval of a new eight (8) unit multi-family development project and associated site improvements on approximately 0.43-acres.

Environmental Determination:	This project is categorical exempt pursuant to Section 15332, Class 32 (In-fill Development) of the California Environmental Quality Act (CEQA), and Section 3.22 (Categorical Exemption) of the 2019 City of Fontana Local Guidelines for Implementing the California Environmental Quality Act.
Location of Property:	8202 Wheeler Avenue (APN: 0192-021-07)
Date of Hearing:	July 21, 2026
Place of Hearing:	Steelworker's Auditorium 8437 Sierra Avenue Fontana, CA 92335

ATTACHMENT NO. 5

FONTANA
CALIFORNIA

Time of Hearing: 6:00 P.M.



Should you have any questions concerning this project, please contact **Moises Lomeli, Assistant Planner**, at (909) 350-6658 or by e-mail at mlomeli@fontanaca.gov.

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL OR APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION IN MAKING THEIR DECISION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER IDENTIFIED ABOVE FOR INFORMATION.

IF YOU CHALLENGE ANY ACTION TAKEN CONCERNING THIS ITEM IN COURT, 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 PROVIDED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Published: July 10, 2026

File #: 26-1185
Agenda #: PH-B

Agenda Date: 8/18/2026
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. (MCN) 25-0051: TTM No. 25-0003 (TTM No. 20839), and Design Review (DRP) No. 25-0002, a request to subdivide approximately 3.5 acres into forty-six parcels for 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 together with related covenants, conditions & restrictions providing for a minimum of two affordable units in accordance with the state density bonus law, on approximately 3.5 acres located at 14907 S. Highland Avenue, identified as Assessor Parcel Number 0228-021-07, pursuant to a Categorical Exemption in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15332. (Continued from August 4, 2026)

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

1. Determine that the Project is categorically exempt 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. 20839 (TTM No. 25-0003);

3. Approve Design Review (DRP) No. 25-0020; and

4. Recommend that the City Council adopt a resolution approving the Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions and Restrictions.

APPLICANT:
Monte Vista Homes
P.O. Box 9559
Rancho Cucamonga, 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 3.46 acres into forty-six

(46) parcels and two (2) lettered lots for 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 and Affordable Housing Density Bonus Agreement on approximately 3.5 acres.

PROJECT PLANNER:
Cecily Session-Goins, Senior Planner

BACKGROUND INFORMATION:
The project was originally scheduled for the August 4, 2026, Planning Commission meeting and was continued to the August 18, 2026, Planning Commission meeting at the request of the applicant.

Land Use Table:

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Medium Density Residential (R-M)	Medium-Density Residential (R-2)	Vacant
North:	Medium Density Residential (R-M)	Medium-Density Residential (R-2)	Vacant
South:	Multi-family Residential (R-MF)	Multiple-Family Residential (R-3)	Multi-Family Residential
East:	Medium Density Residential (R-M)	Medium-Density Residential (R-2)	Single-Family Residential
West:	Regional Mixed Use (R-MU)	SP (Westgate Specific Plan)	Vacant

PROJECT DESCRIPTION:
A. Site Area: Approximately 3.5 acres

B. Density:
Max: 12 units per acre
Proposed: 13.3 units per acre

C. Parking:
Required: 130 spaces
Proposed: 176 spaces

D. Landscaping:
Required: 22,869 square feet (15 percent)
Proposed: 38,966 square feet (25.8 percent)

ANALYSIS:
The applicant is requesting that the Planning Commission review and approve Tentative Tract Map

No. 20839 (TTM No. 24-0003), a request to subdivide approximately 3.5 acres into forty-six (46) residential parcels for development, and approve Design Review No. 25-0020, to develop 46 residential units within 23 two-story duplex buildings, with attached garages, and associated site improvements on approximately 3.5 total acres.

As part of this project, the applicant is proposing two (2) 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 20%. Currently, the Zoning Code would allow development at 12 units per acre, which would allow 40 single-family units on the site. The applicant intends to utilize the California State Density Bonus Law that would allow an additional eight (8) units for a total of 48 units; however, the Applicant is proposing 46 units. The Density Bonus Law prohibits local jurisdiction from enforcing Zoning Requirements that would prevent this density from being reached, including development standards such as lot size, square footage minimums, lot dimension minimums and building setback minimum requirements. The applicant is also allowed selective incentives for this project. The applicant is selecting relief from the provision of block walls between lots and instead using vinyl fencing. Block walls will be used for the area adjacent to the common area such as the driveway and roadways. Additionally, the applicant is selecting relief from the provision of four (4) of the required recreational amenities. Instead, the project consists of two (2) of the required four (4) amenities: a large open lawn area and tot lot.

Tentative Tract Map No. 25-0003 (TTM No. 20839)
The applicant is requesting a tentative tract map to subdivide approximately 3.5 acres into forty-six lots for a townhome development. The tentative tract map will also include two (2) lettered lots for open space and amenities that will be maintained by the homeowners' association. Internal project streets will be gated.

Design Review No. 25-0020
The applicant proposes Spanish style architecture. The architectural features of the duplex buildings will include an exterior color scheme of white/neutral earth tones with dark brown accents. The architectural styles include smooth stucco exterior, decorative wrought iron elements, decorative pot shelves, exterior light fixtures, concrete roof tiles, and vinyl windows.

The proposed residential units include four plans with a mix of three and four bedrooms, ranging in size from 1,385 square feet to 1,843 square feet.

The variations to the building faces, varying roof lines and building heights up to 33 feet in height, will make the project architecturally pleasing. The project includes associated on-site and off-site improvements including parking spaces, new landscaping, lighting, curb, gutter, sidewalks, and utilities related to the project.

The proposal has been designed to be compatible with the surrounding residential uses. The proposed site is physically suitable in size and shape to support the development of the proposed residential development. Applicable building codes, zoning codes 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.

Amenities/Open Space:

The project amenities include a lighted recreation area with playground equipment, seating benches and a shade structure with tables, all comprising two amenities as identified in the zoning and development code. In addition to the proposed amenities, each unit has adequate private open space accessible from the respective units.

Grading and Walls:
The project site is vacant, undeveloped and relatively flat. The existing drainage pattern flows from the northwest to the southwest. An underground water catch basin system will be constructed for the project.

Site Access/Circulation/Parking:
Vehicular and pedestrian access to the project site will be from San Sevaine Avenue. The internal circulation has been reviewed by the Planning, Fire, Traffic, and Engineering Departments and found to be sufficient to support the residential development. Parking is provided in garaged and open parking spaces on the site.

Affordable Housing Density Bonus Agreement and Declaration of Covenants, Conditions & Restrictions:

The proposed Regulatory Agreement would restrict the use of two (2) units (the "Affordable Units") by requiring that they are rented or sold to very low-income households, which is defined to mean 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 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, preparing of a marketing plan, a right of the City to make referrals for the Affordable Units, and other terms related to ensuring the covenants for the Affordable Units.

Environmental:
Pursuant to the California Environmental Quality Act (CEQA) Guidelines and Section No. 3.22 (Categorical Exemption) of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 as a Class 32, Infill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Medium Density Residential (R-M) land use designation of the General Plan and the Medium Density (R-2) zone District regulations; (2) The Project Site is less than five (5) acres; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the Project.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans

Attachment No. 3 - Planning Commission Resolution
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice



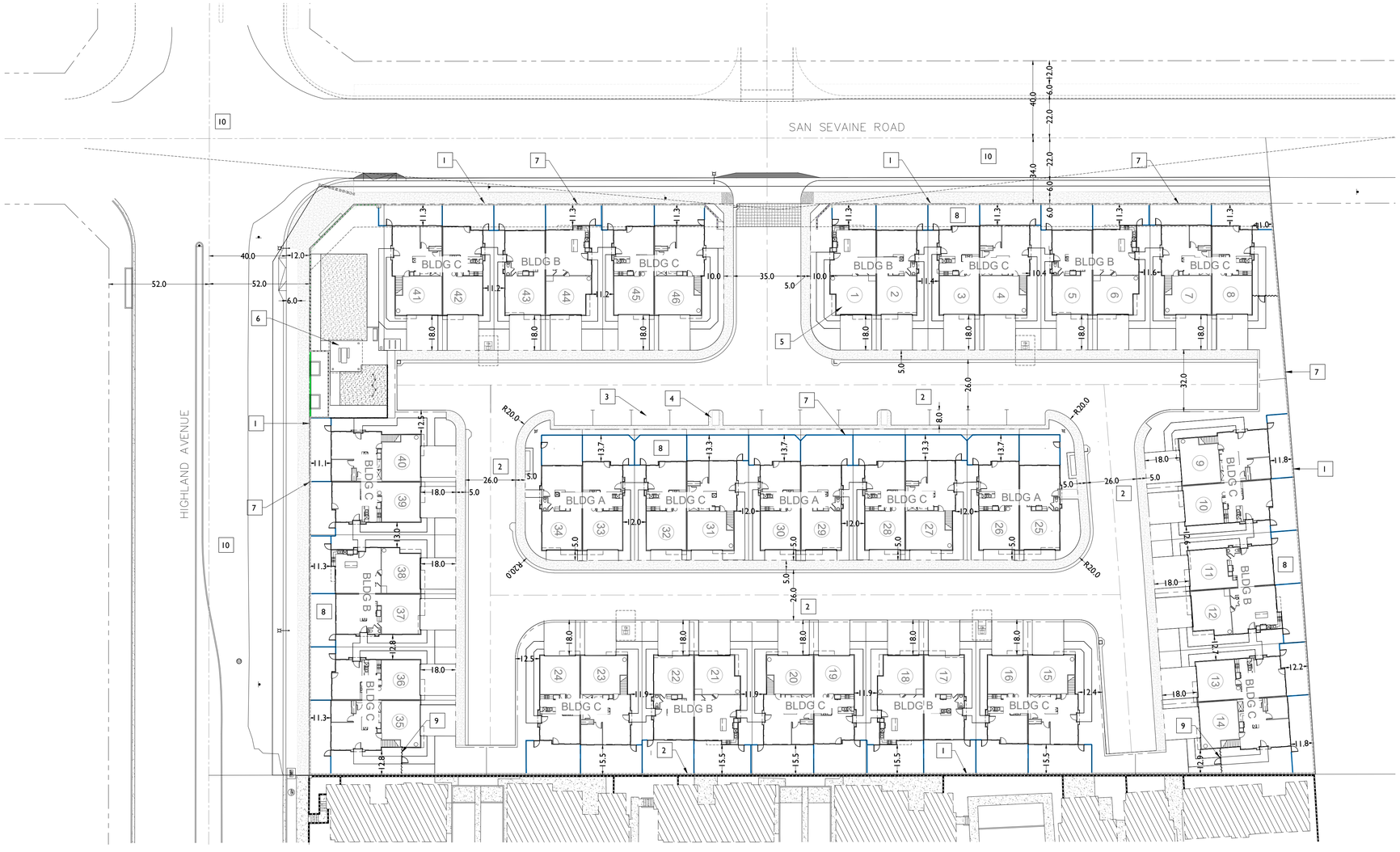
CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

DATE: August 18, 2026

CASE: Master Case No. 25-0051
Tentative Tract Map No. 20839 (TTM No. 25-0003)
Design Review No. 25-0020

ATTACHMENT NO. 1



PROJECT SUMMARY

A.P.N.	0228-021-007
SITE ADDRESS	14907 S. HIGHLAND AVE
SITE AREA	3.465 ACRES
EXISTING USE	VACANT
PROPOSED AFFORDABLE	2 UNITS (VERY LOW INCOME)

	PROPOSED	ALLOWED
LAND USE:	R-M	R-M
ZONING	R-2	R-2
DWELLINGS:	46 DUPLEX UNITS	42 UNITS (PLUS DENSITY BONUS)
DENSITY:	13.27 DU/AC	5.1-123 DU/AC
BLDG. HT.	33'	35'
LOT COVERAGE	31.3%	50%
# OF STORIES	2	2
FRONT SETBACK	11' (SAN SEVAINE)	22'
STREET SIDE	11' (HIGHLAND)	10'
INTERIOR SIDE	5'	5'
REAR SETBACK	12'	20'
OPEN SPACE	37.4%	35% - 40%

UNIT SUMMARY

QTY	UNIT	AREA	# BEDS
10	PL 1	1,385 S.F.	3 BED
16	PL 2	1,464 S.F.	3 BED
7	PL 3	1,667 S.F.	3 BED + LOFT/OPT BD 4
13	PL 4	1,843 S.F.	4 BED+ LOFT
46	TOTAL UNITS		

BUILDING SUMMARY

BLDG	PLANS	QTY
TYPE A	PL 1 - PL 2	3
TYPE B	PL 1 - PL 3	7
TYPE C	PL 2 - PL 4	13
TOTAL BLDG'S		23

PARKING SUMMARY

ATTACHED GARAGES =	92 STALLS
PRIVATE DRIVEWAYS =	72 STALLS
OPEN GUEST =	12 STALLS
TOTAL PARKING PROVIDED =	176 STALLS (3.8 ST/U)

LOT COVERAGE SUMMARY

BUILDINGS	47,252 S.F.	(31.3%)	
STREETS/DRIVES/PARKING	47,329 S.F.	(31.3%)	
PRIVATE YARDS	17,386 S.F.	(11.5%)	378 S.F. PER UNIT
COMMON OPEN SPACE/ OTHER LANDSCAPING	38,966 S.F.	(25.8%)	90 S.F. PER UNIT (ACTIVE)

PROJECT FIRE SUMMARY

2 STORY DUPLEX - (BLDG. TYPES A, B & C)	CRC R3/U OCCUPANCY TYPE VB, 13D SPRINKLERS
BUILDING HEIGHT	33' TO RIDGE (20' EAVES)
FIRE APPARATUS ROADS TO BE	26' MINIMUM WIDTH

150' HOSE PULL PROVIDED

ELECTRIC VEHICLE CHARGING SUMMARY

PER 2022 CGBSC 4.106.4.1: DUPLEX DWELLING UNITS W/ ATTACHED GARAGES REQUIRE RACEWAY INSTALLATION W/ 40 AMP 208/240 DEDICATED BRANCH CIRCUIT AND SPACE RESERVED TO PERMIT INSTALLATION OF A BRANCH CIRCUIT OVERCURRENT PROTECTIVE DEVICE.

WASTE AND RECYCLING:
PROJECT PROPOSES INDIVIDUAL REFUSE SERVICE AT UNITS. REFER TO PROJECT PLAN SHEETS FOR STORAGE LOCATIONS FOR TRASH, RECYCLE, AND ORGANIC WASTE PROVIDED WITHIN EACH PRIVATE GARAGE.

VEHICULAR PROJECT ENTRY AT SAN SEVAINE IS NOT GATED

ARCHITECTURAL SHEET INDEX

SITE PLAN	SP
STREETSCENE PERSPECTIVES	A-1
FLOOR PLANS 1 AND 2	A-2
FLOOR PLANS 3 AND 4	A-3
BUILDING A COMPOSITE PLANS	A-4
BUILDING B COMPOSITE PLANS	A-5
BUILDING C COMPOSITE PLANS	A-6
BUILDING A ELEVATIONS (SPANISH)	A-7
BUILDING B ELEVATIONS (SPANISH)	A-8
BUILDING C ELEVATIONS (FARMHOUSE)	A-9
COLOR/MATERIAL BOARD	A-10

SITE PLAN KEYNOTES

1. PROPERTY LINE
2. 26' WIDE FIRE LANE
3. OPEN PARALLEL GUEST STALL
4. CONC. STEP OUT CURB AT PARKING
5. 2-STORY DUPLEX BUILDING, TYP.
6. REC AREA W/ AMENITIES PER LANDSCAPE PLAN
7. PERIMETER WALL/FENCING PER LANDSCAPE PLAN
8. AC CONDENSERS SCREENED IN PRIVATE YARDS REFER TO FLOOR PLAN SHEETS
9. COURTYARD WALLS - SEE LANDSCAPE PLANS
10. REFER TO CIVIL PLANS FOR R.O.W. IMPROVEMENTS

NORTH

FONTANA

HIGHLAND VISTAS

SITE PLAN

MONTE VISTA HOMES
P.O. BOX 9559
ALTA LOMA , CA 91701
(951) 314-8457

0 30 60 90

FEB 13, 2026

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198

SP









FONTANA

HIGHLAND VISTAS

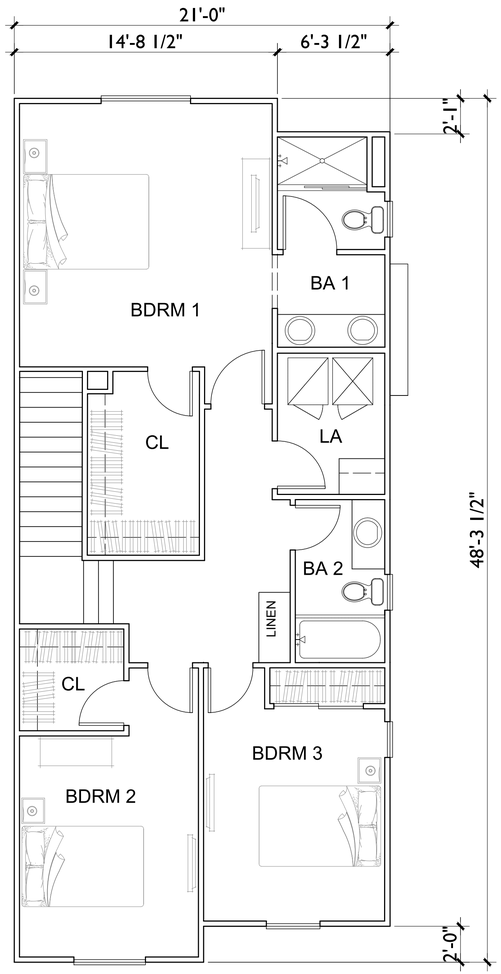
STREETSCENE PERSPECTIVES

MONTE VISTA HOMES
P.O. BOX 9559
ALTA LOMA , CA 91701
(951) 314-8457

FEB. 13, 2026

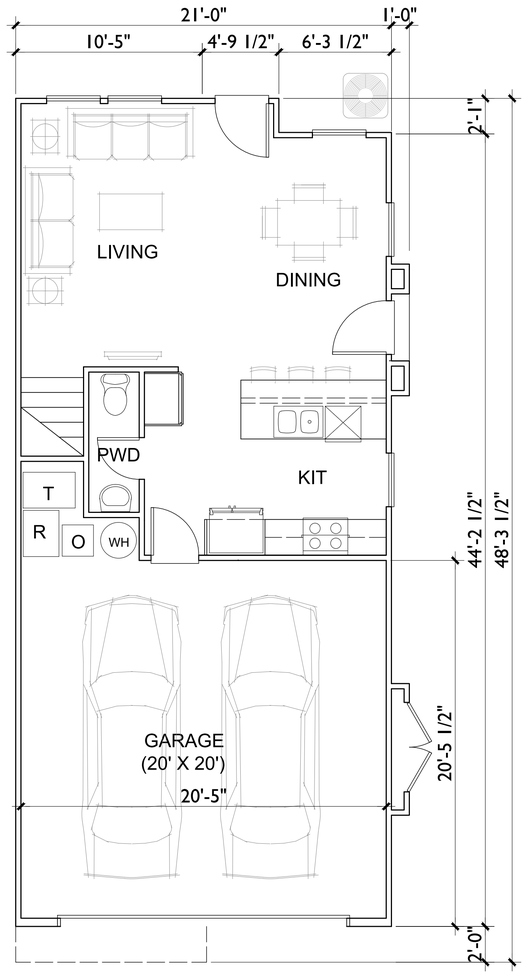
SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198

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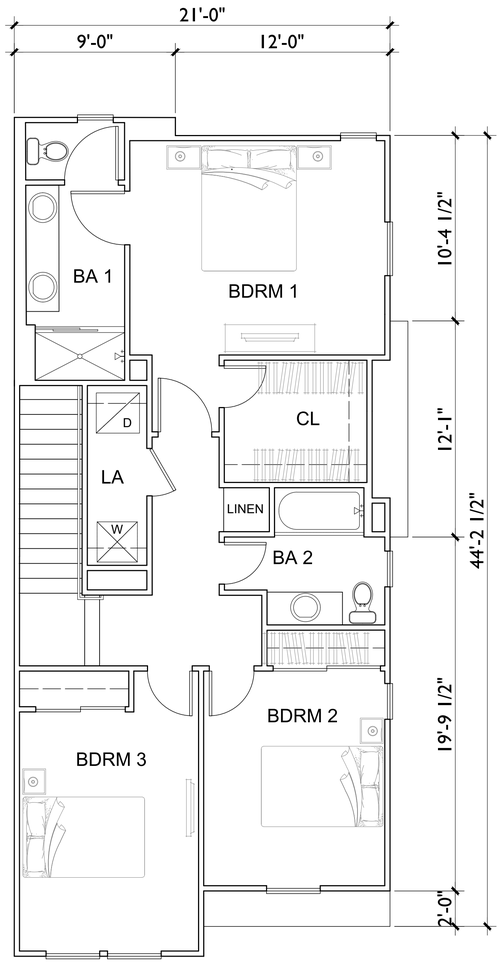


Second Floor Plan

PLAN 2
Total Livable 1,464 s.f.

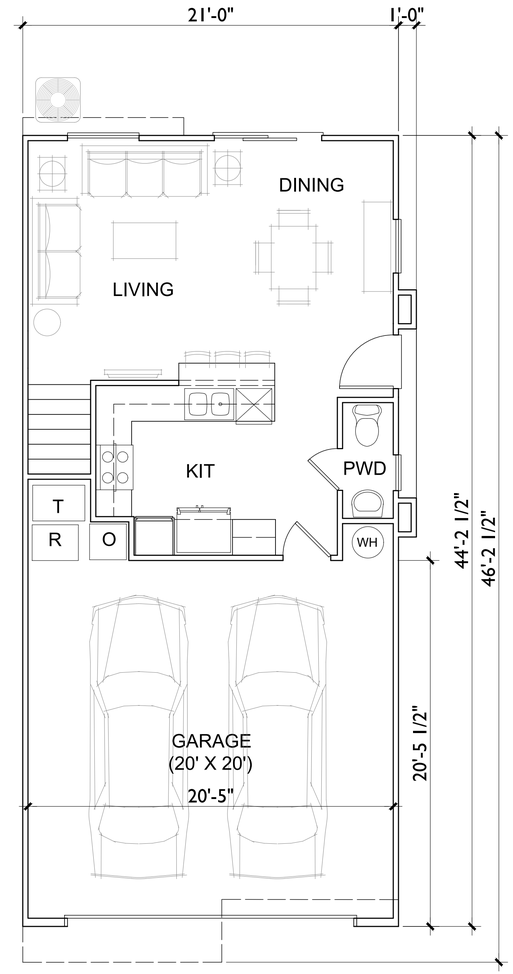


First Floor Plan

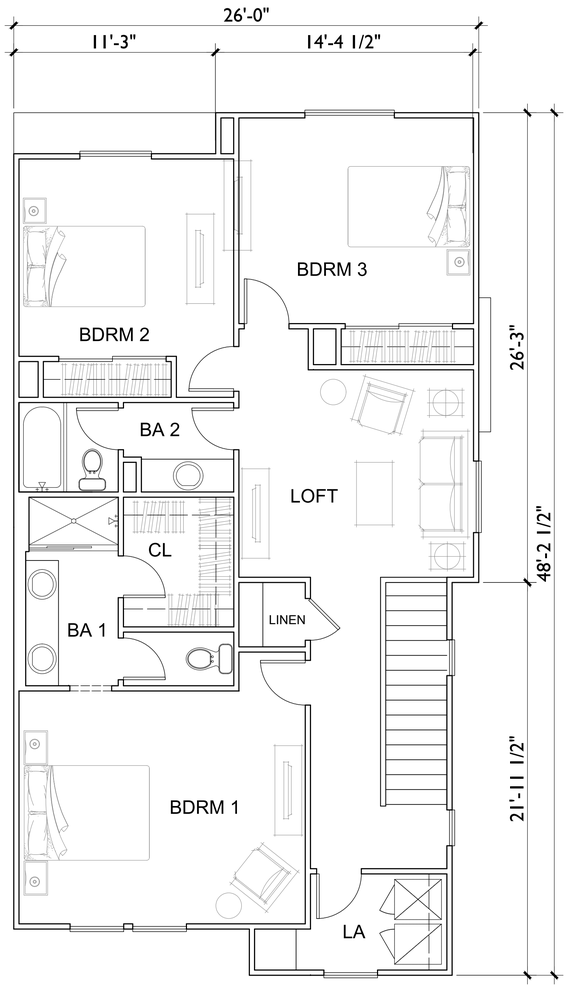


Second Floor Plan

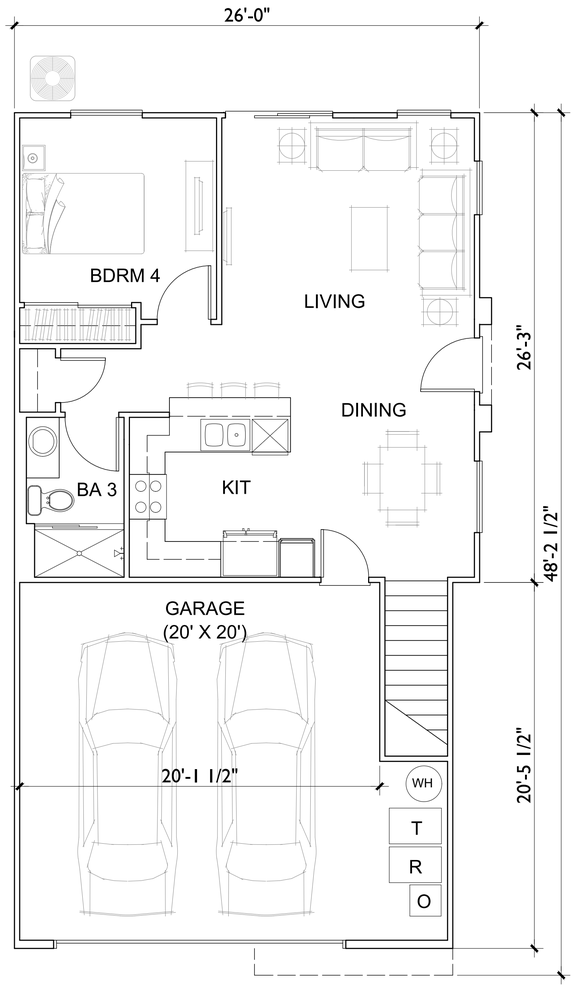
PLAN 1
Total Livable 1,385 s.f.



First Floor Plan

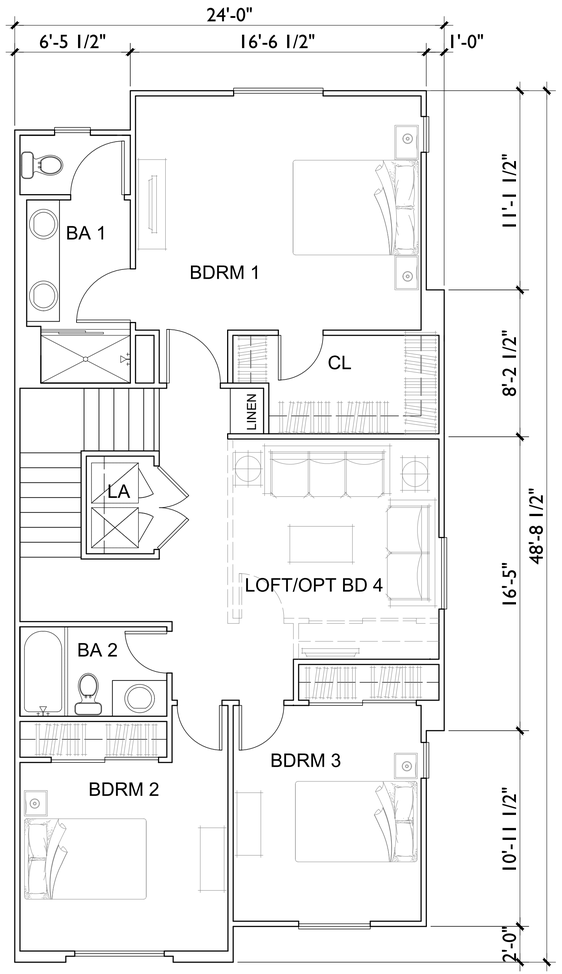


Second Floor Plan

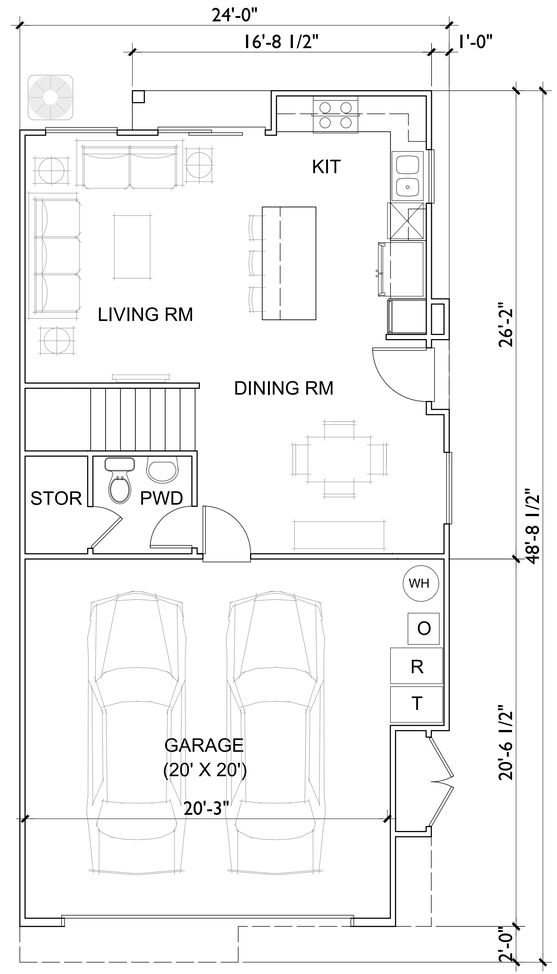


First Floor Plan

PLAN 4
Total Livable 1,843 s.f.

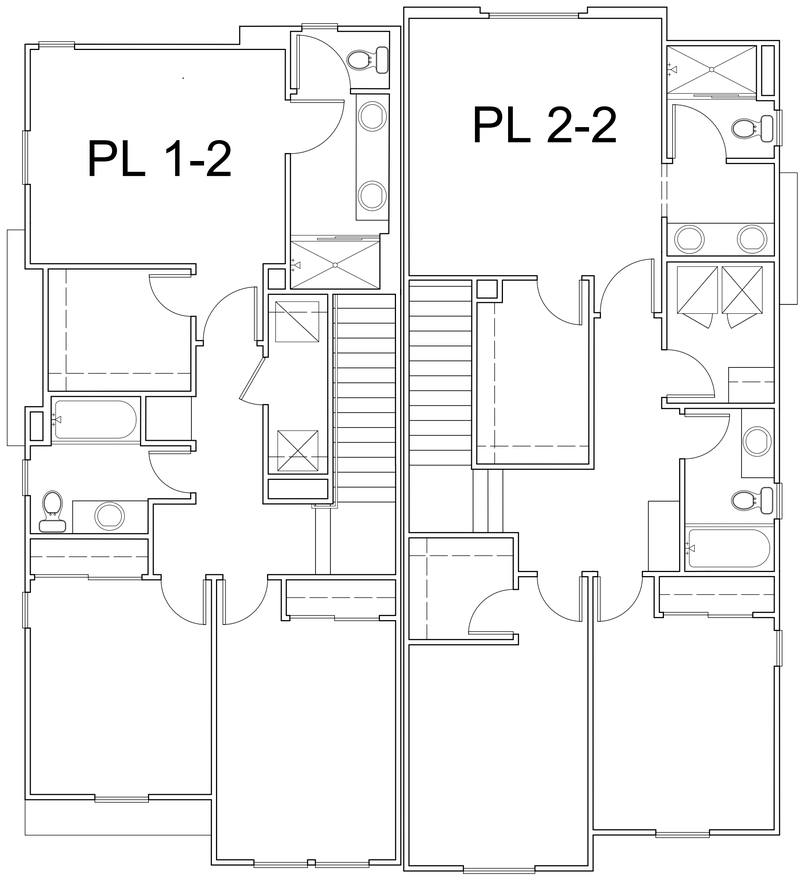


Second Floor Plan

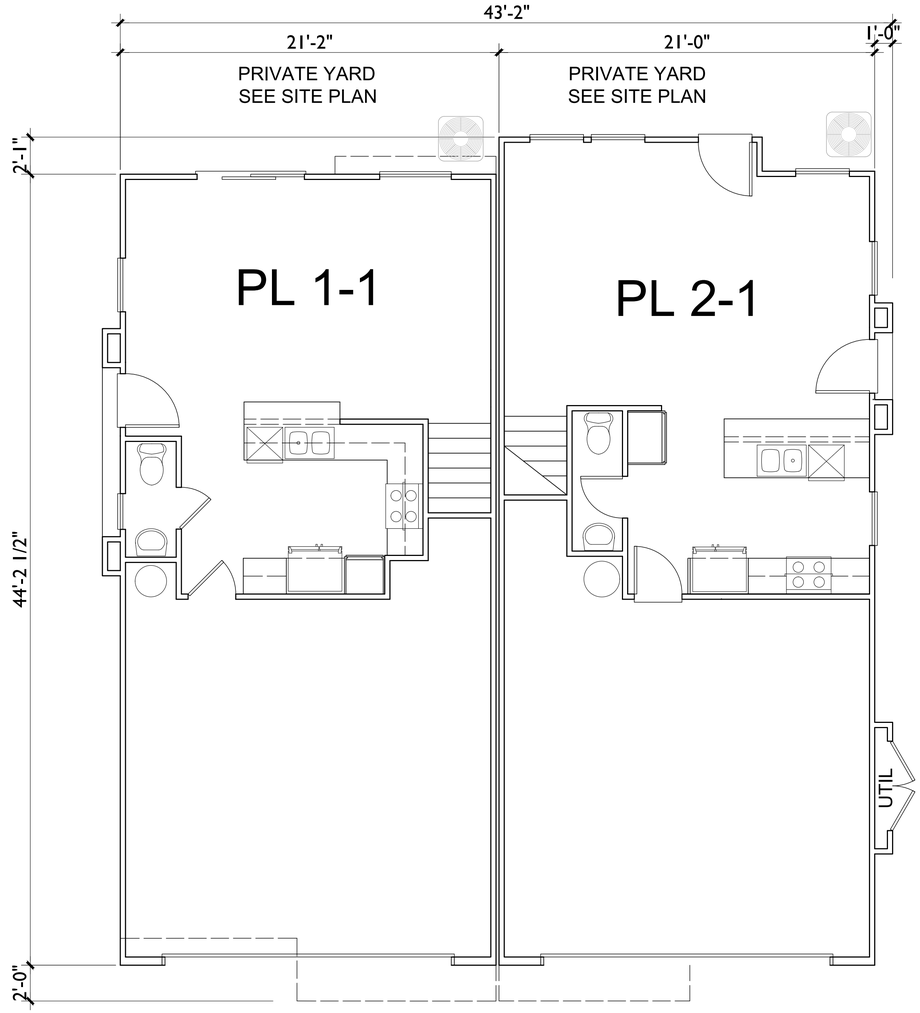


First Floor Plan

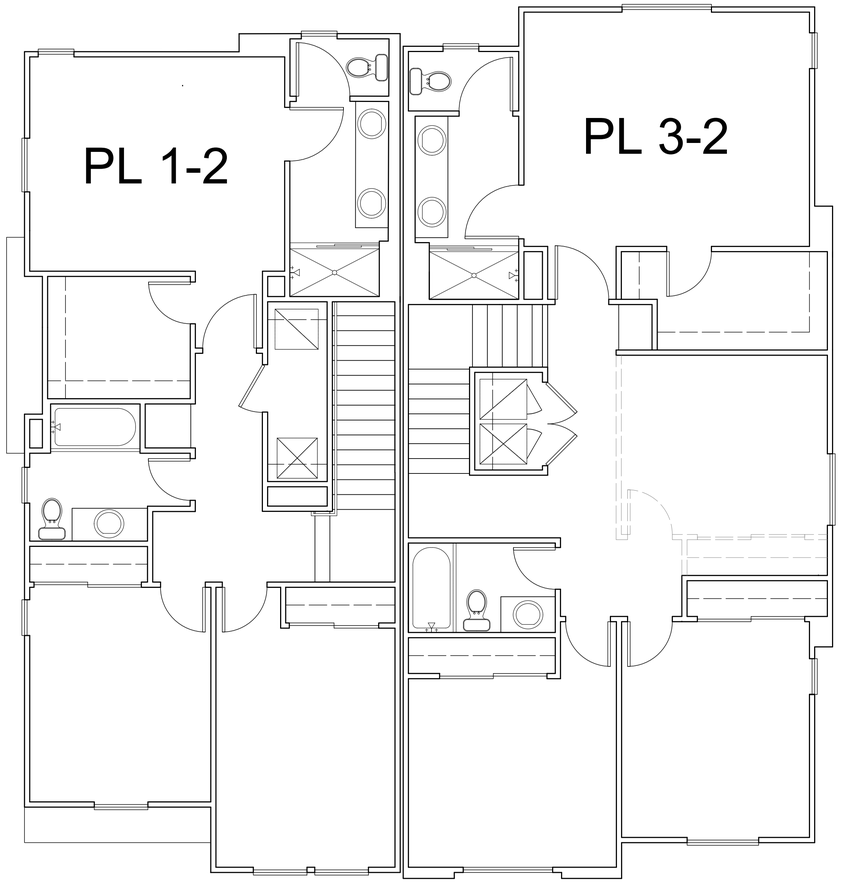
PLAN 3
Total Livable 1,667 s.f.



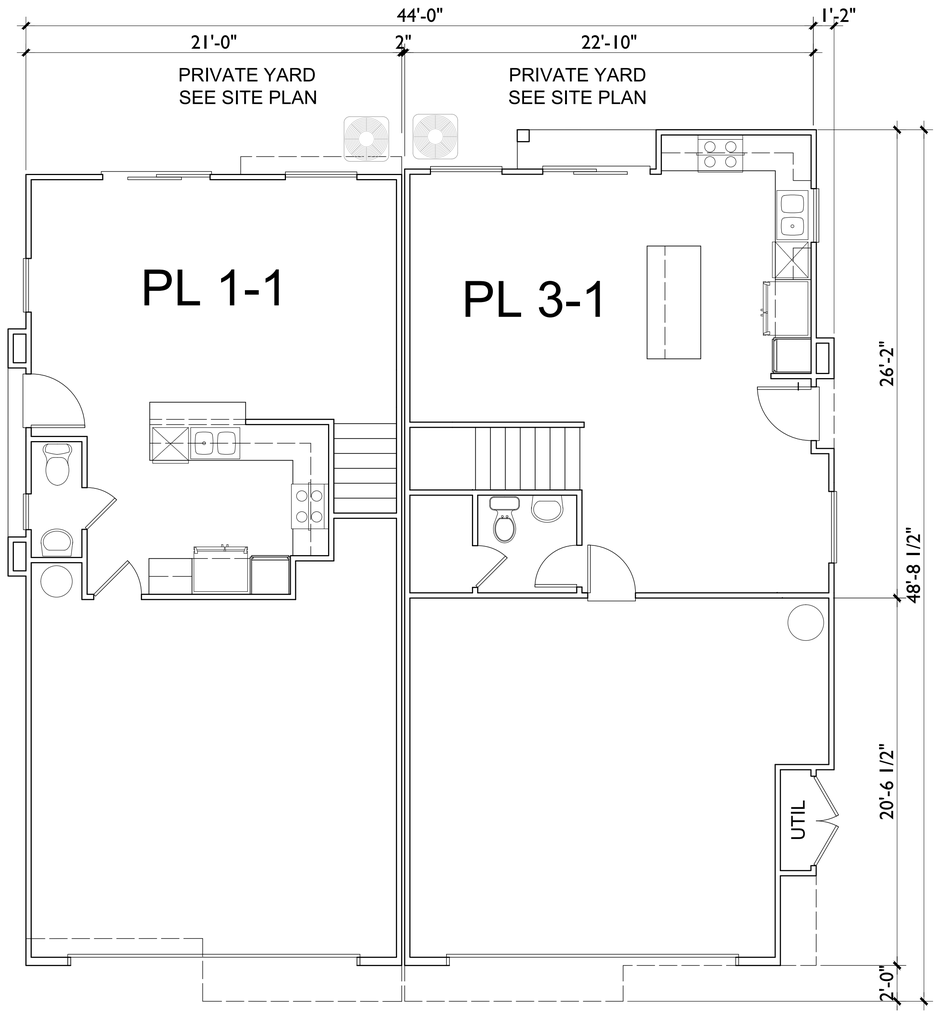
SECOND FLOOR PLAN



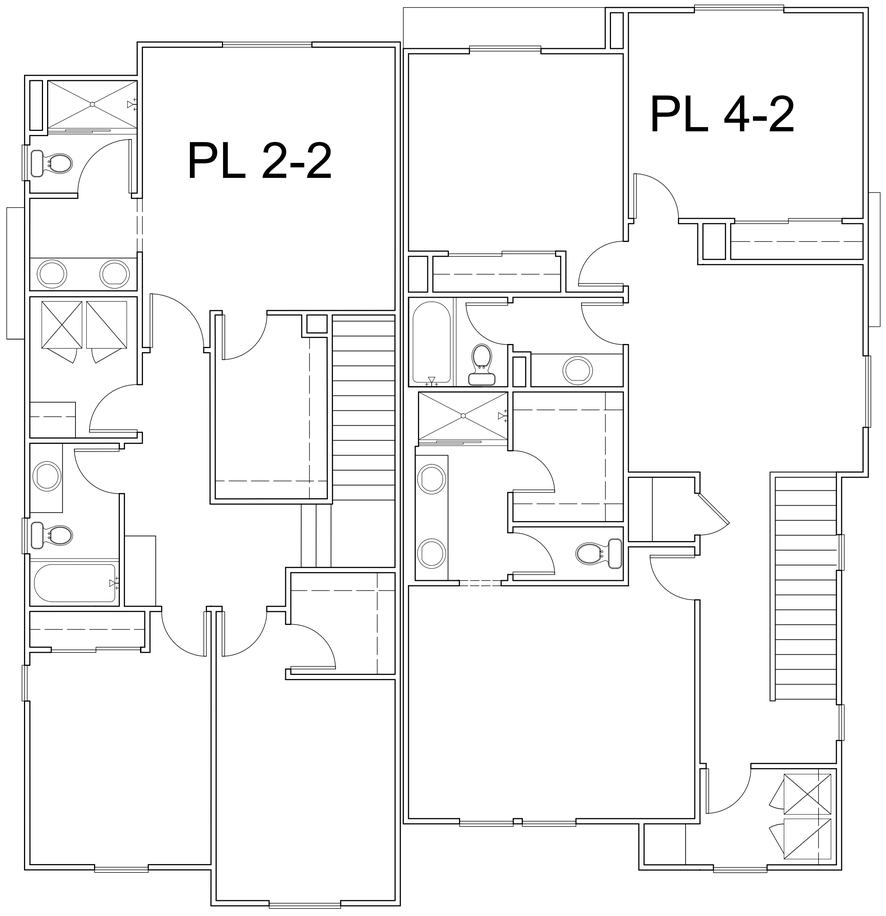
FIRST FLOOR PLAN



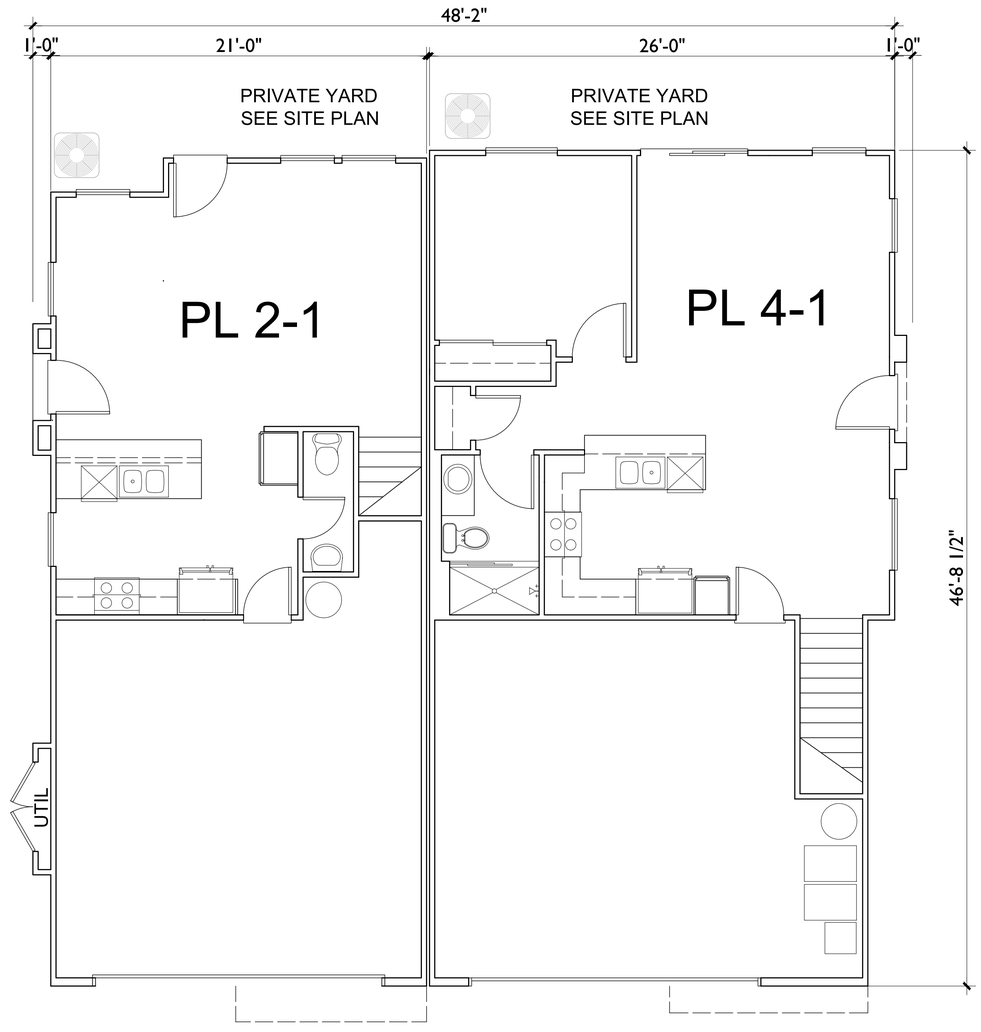
SECOND FLOOR PLAN



FIRST FLOOR PLAN



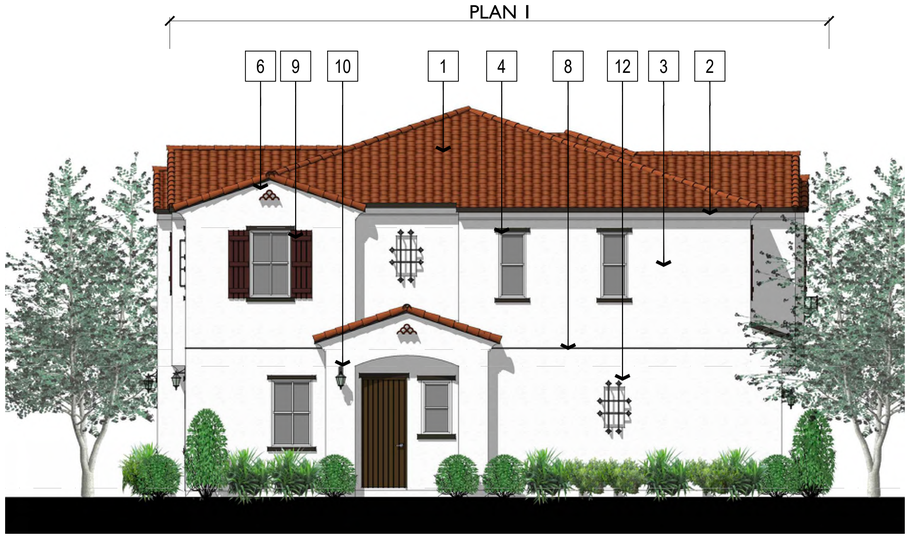
SECOND FLOOR PLAN



FIRST FLOOR PLAN







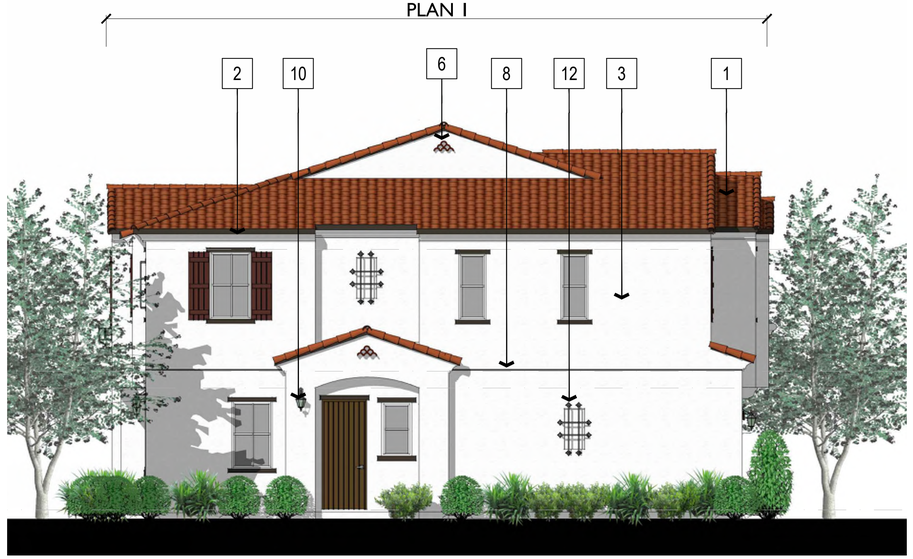


MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE ROOFING
2. FASCIA - STUCCO OVER SHAPED FOAM CORNICE
3. WALL - EXTERIOR STUCCO
4. VINYL WINDOW W/ STUCCO O/ E.P.S. TRIM
5. RECESSED VINYL WINDOW W/ E.P.S. TRIM
6. DECORATIVE GABLE/WALL ACCENT
7. DECORATIVE SHAPED FOAM ACCENT
8. STUCCO CONTROL JOINT
9. DECORATIVE COMPOSITE SHUTTER
10. DECORATIVE EXTERIOR LIGHT FIXTURE
11. SECTIONAL METAL GARAGE DOOR
12. DECORATIVE WALL RECESS AND METAL GRILL
13. DECORATIVE POTSHELF
14. DECORATIVE TILE SURROUND AT ENTRY
15. UTILITY CLOSET









MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE ROOFING
2. FASCIA - STUCCO OVER SHAPED FOAM CORNICE
3. WALL - EXTERIOR STUCCO
4. VINYL WINDOW W/ STUCCO O/ E.P.S. TRIM
5. RECESSED VINYL WINDOW W/ E.P.S. TRIM
6. DECORATIVE GABLE/WALL ACCENT
7. DECORATIVE SHAPED FOAM ACCENT
8. STUCCO CONTROL JOINT
9. DECORATIVE COMPOSITE SHUTTER
10. DECORATIVE EXTERIOR LIGHT FIXTURE
11. SECTIONAL METAL GARAGE DOOR
12. DECORATIVE WALL RECESS AND METAL GRILL
13. DECORATIVE POTSHELF
14. DECORATIVE TILE SURROUND AT ENTRY
15. UTILITY CLOSET









MATERIAL SCHEDULE

1. ROOF - ASPHALT SHINGLE ROOFING
2. FASCIA - 2X RESAWN WOOD
3. WALL - EXTERIOR STUCCO
4. WALL - LAP SIDING OR BOARD/BATTEN PER LOCATION
5. DECORATIVE EXTERIOR LIGHT FIXTURE
6. TRIM - 2X WOOD OR STUCCO PER LOCATION
7. VINYL WINDOW W/ STUCCO O/ E.P.S. TRIM
8. DECORATIVE POTSHELF
9. DECORATIVE SHUTTERS
10. DECORATIVE SHAPED CORBEL
11. DECORATIVE OUTLOOKERS
12. GABLE VENT
13. UTILITY CLOSET
14. SECTIONAL METAL GARAGE DOOR

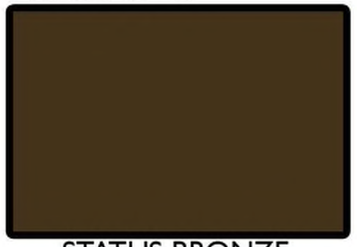
BUILDING TYPE A - SPANISH

STUCCO 1:



EXTRA WHITE SW 7006

ACCENT 1:



STATUS BRONZE
SW 7034

ACCENT 2:



IRON ORE SW 7069

ROOF:



CAPISTRANO
3526 VALENCIA

MANUFACTURER:
SHERWIN WILLIAMS
EAGLE ROOFING
LA HABRA STUCCO

BUILDING TYPE B - SPANISH

STUCCO 1:



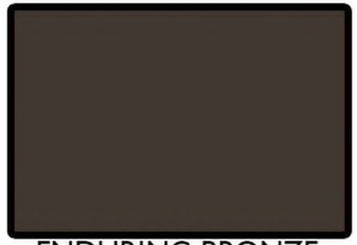
EXTRA WHITE SW 7006

ACCENT 1:



GRIFFIN SW 7026

ACCENT 2:



ENDURING BRONZE
SW 7055

ROOF:



CAPISTRANO
3526 VALENCIA

MANUFACTURER:
SHERWIN WILLIAMS
EAGLE ROOFING
LA HABRA STUCCO

BUILDING TYPE C - FARMHOUSE

SIDING 1



MORNING FOG SW 6255

STUCCO



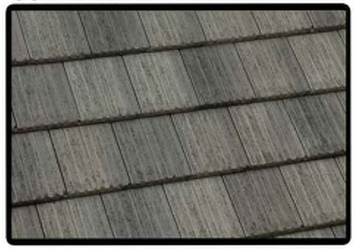
NATURAL CHOICE
SW 7011

ACCENT 2:



CYBERSPACE SW 7076

ROOF:



PONDEROSA 5699
CHARCOAL BLEND

MANUFACTURER:
SHERWIN WILLIAMS
EAGLE ROOFING
LA HABRA STUCCO
JAMES HARDIE SIDING

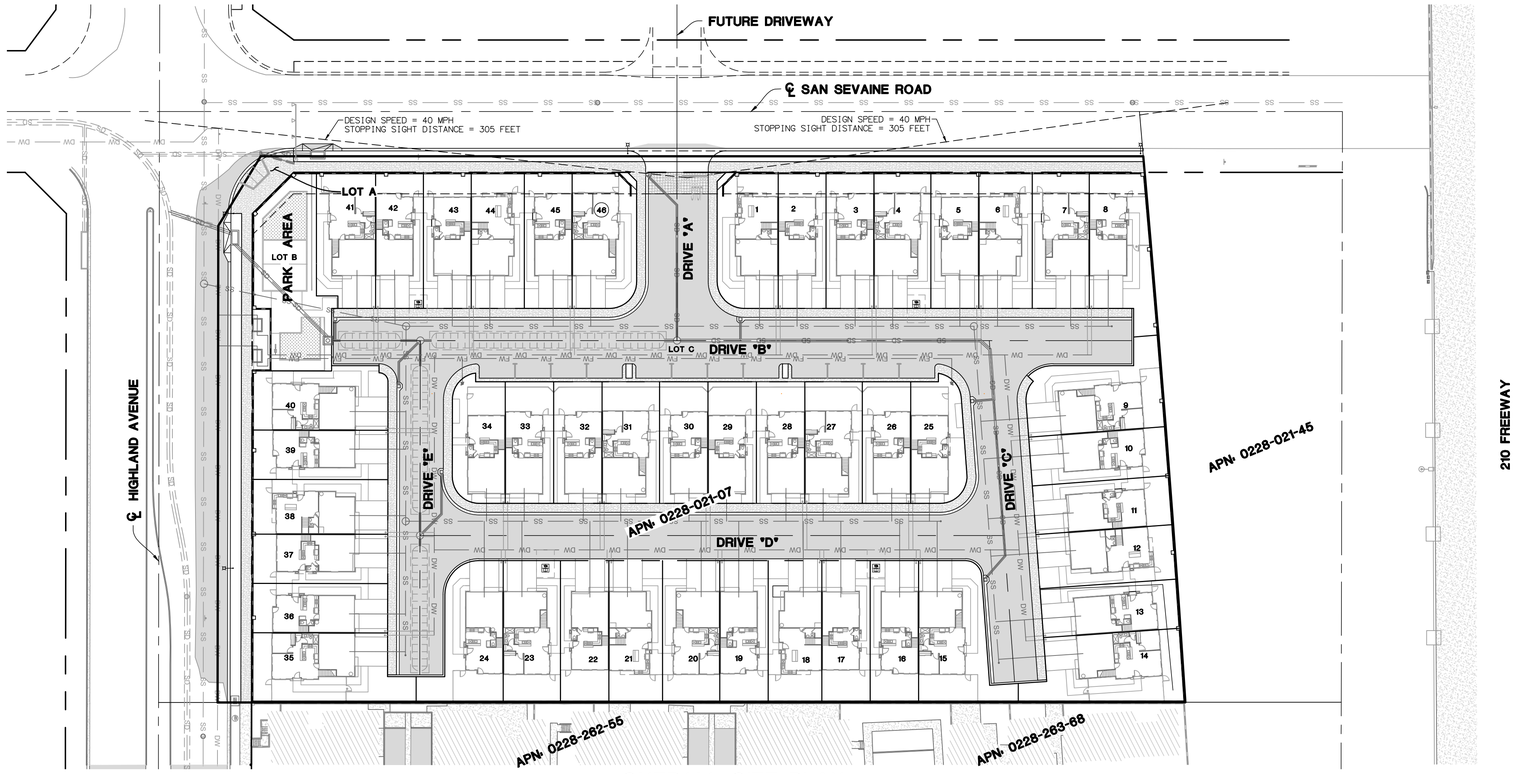
MONTE VISTA HOMES
P.O. BOX 9559
ALTA LOMA , CA 91701
(951) 314-8457

0 4 8 12 16

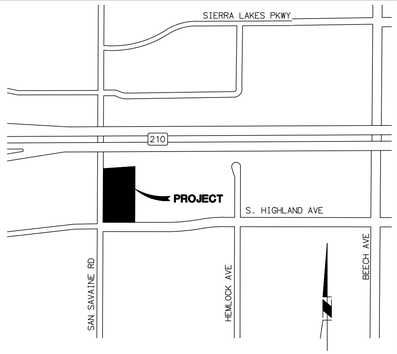
FEB. 13, 2026

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198

CIVIL PACKAGE
FOR
TTM NO. 20839
HIGHLAND VISTAS
FONTANA, CA



OVERALL SITE PLAN
SCALE 1"=40'
40 20 0 40 80 120
SCALE: 1"=40'



VICINITY MAP
NTS

PROJECT SUMMARY

A.P.N.	0228-021-007
SITE ADDRESS	14907 S. HIGHLAND AVE
SITE AREA	3.465 ACRES
EXISTING USE	VACANT
PROPOSED AFFORDABLE	2 UNITS (VERY LOW INCOME)

	PROPOSED	ALLOWED
LAND USE:	R-M	R-M
ZONING	R-2	R-2
DWELLINGS:	46 DUPLEX UNITS	42 UNITS (PLUS DENSITY BONUS)
DENSITY:	13.27 DU/AC	5.1-123 DU/AC
BLDG. HT.	33'	35'
LOT COVERAGE	31.3%	50%
# OF STORIES	2	2
FRONT SETBACK	11' (SAN SEVAINE)	22'
STREET SIDE	11' (HIGHLAND)	10'
INTERIOR SIDE	5'	5'
REAR SETBACK	12'	20'
OPEN SPACE	37.4%	35% - 40%

UNIT SUMMARY

QTY	UNIT	AREA	# BEDS
10	PL 1	1,385 S.F.	3 BED
16	PL 2	1,460 S.F.	3 BED
7	PL 3	1,664 S.F.	3 BED + LOFT/OPT BD 4
13	PL 4	1,850 S.F.	4 BED+ LOFT
46	TOTAL UNITS		

BUILDING SUMMARY

BLDG	PLANS	QTY
TYPE A	PL 1 - PL 2	3
TYPE B	PL 1 - PL 3	7
TYPE C	PL 2 - PL 4	13
TOTAL BLDG'S		23

PARKING SUMMARY

ATTACHED GARAGES =	92 STALLS
PRIVATE DRIVEWAYS =	72 STALLS
OPEN GUEST =	12 STALLS
TOTAL PARKING PROVIDED =	176 STALLS (3.8 ST/U)

LOT COVERAGE SUMMARY

BUILDINGS	47,252 S.F.	(31.3%)	
STREETS/DRIVES/PARKING	47,329 S.F.	(31.3%)	
PRIVATE YARDS	17,386 S.F.	(11.5%)	378 S.F. PER UNIT
COMMON OPEN SPACE	4,156 S.F.	(2.8%)	90 S.F. PER UNIT
OTHER LANDSCAPING	34,810 S.F.	(23.1%)	

PROJECT FIRE SUMMARY

2 STORY DUPLEX - (BLDG. TYPES A, B & C)	CRC R3/U OCCUPANCY TYPE VB, I3D SPRINKLERS
BUILDING HEIGHT	33' TO RIDGE (20' EAVES)
FIRE APPARATUS ROADS TO BE 26' MINIMUM WIDTH	
150' HOSE PULL PROVIDED	

GENERAL NOTES
1. EXISTING LAND USE: UNDEVELOPED
2. PROPOSED LAND USE: R-M
3. EXISTING ZONING: R-2
4. WATER SERVICE PROVIDED BY: FONTANA WATER COMPANY
5. SEWER SERVICE PROVIDED BY: CITY OF FONTANA
6. ELECTRICAL SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON
7. GAS SERVICE PROVIDED BY: SOCAL GAS CO.
8. TELEPHONE SERVICE PROVIDED BY: SPRINT
9. CABLE TELEVISION PROVIDED BY: TIME WARNER CABLE
10. PROJECT IS WITHIN THE CYPRESS SCHOOL DISTRICT
11. LOT 1 SHALL BE HOMEOWNER MAINTAINED AND LOT A SHALL BE DEDICATED TO THE CITY OF FONTANA
12. NO KNOWN ACTIVE FAULTS ARE KNOWN TO PROJECT THROUGH THE SITE NOR DOES THE SITE LIE WITHIN THE BOUNDARIES OF AN "EARTHQUAKE FAULT ZONE" AS DEFINED BY THE STATE OF CALIFORNIA IN THE ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING ACT.
13. PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" PER FIRM PANEL 06071C7915H EFFECTIVE ON 8/28/2008
14. ASSESSOR'S PARCEL NUMBER: 0228-021-07

LEGEND:
- EX SEWER MANHOLE
- EX SEWER CLEANOUT
- EX STREETLIGHT
- EX FIRE HYDRANT
- EX UTILITY BOX
- EX STORM DRAIN MANHOLE
- EX CATCH BASIN
- EX POWER POLE
- EX TRAFFIC LIGHT
- EX UNDERGROUND UTILITY VAULT
- EX IRRIGATION METER
- EX ELECTRICAL METER
- EX WATER VALVE COVER
- EX WATER METER
- EX MANHOLE
- EX STREET SIGN
- EX BOLLARD
- EX MONUMENT
- EX TRANSFORMER
- EX FIRE WATER STRUCTURE
- EX GAS STRUCTURE
- EX GAS VALVE
- EX PROPERTY BOUNDARY
- EX STREET CENTERLINE
- EX RIGHT-OF-WAY
- EX PROPERTY LINE
- EX EASEMENT
- EX MAJOR CONTOUR
- EX MINOR CONTOUR
- EX SEWER LINE
- EX DOMESTIC WATER LINE
- EX FIRE WATER LINE
- EX RECYCLED WATER LINE
- EX STORM DRAIN LINE
- EX OVERHEAD ELECTRIC
- EX COMMUNICATION
- EX UNDERGROUND ELECTRIC
- EX GAS LINE
- EX IRON FENCE
- EX CHAIN LINK FENCE
- EX WOOD FENCE
- EX WALL
- EX CURB AND GUTTER
- EX SWALE
- EX STRIPING
- EX SLOPE
- EX CONCRETE
- EX STRUCTURE FOOTPRINT
- PR SEWER LINE
- PR DOMESTIC WATER LINE
- PR FIRE WATER LINE
- PR RECYCLED WATER LINE
- PR STORM DRAIN LINE
- PR WALL
- PR CURB AND GUTTER
- PR SWALE
- PR SLOPE
- PR WALL

OWNER
SAN GABRIEL VALLEY WATER COMPANY
11142 BARVEY AVENUE
EL MONTE, CA 91733
(626) 448-6183

DEVELOPER
MONTE VISTA HOMES
PO BOX 9559
RANCHO CUCAMONGA, CA 91701
(951) 231-7206

CIVIL ENGINEER
ADVANCED CIVIL GROUP, INC.
30251 GOLDEN LANTERN, STE E PMB 251
LAGUNA NIGUEL, CA 92677
(949) 391-7772

ARCHITECT
SUMMA ARCHITECTURE
5256 SOUTH MISSION ROAD, STE 404
BONSALL, CA 92003
(760) 724-1198

LANDSCAPE ARCHITECT
HOWARD ASSOCIATES, INC.
1951 FOURTH AVENUE, SUITE 302
SAN DIEGO, CA 92101
(619) 718-9660

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

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 21, 1973 IN BOOK 8333, PAGE 289, OFFICIAL RECORDS AND BY DEED RECORDED DECEMBER 13, 1995, AS INSTRUMENT NO. 19950425553 OF OFFICIAL RECORDS.

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH HIGHLAND, BEING N 89°42'43" W AS SHOWN ON TRACT NO. 20349 FILED IN BOOK 363, PAGES 91-93 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

BENCHMARK:
MWD BENCHMARK NO. E1A
ELEV = 1468.39
DESCRIPTION: SURVEY DISK SET IN THE CONCRETE FOOTING OF TOWER STAMPED : MWD BM E1A 1989
LOCATION: 0.3 MILE (0.5 KM) NORTH OF THE INTERSECTION OF HIGHLAND AVE (HWY 30)AND SAN SEVAINE ROAD THEN 300 FEET (91.4 M) NORTHEASTERLY ALONG THE POWER LINE SERVICE ROAD TO TRANSMISSION TOWER NUMBER 19/3 AT THE NORTH CONCRETE FOOTING A 2 INCH BRASS DISK SET IN THE TOP OF THE FOOTING.

PROJECT DESCRIPTION
46 UNIT TOWNHOME PROJECT WITH ASSOCIATED IMPROVEMENTS

PROPERTY ADDRESS:
14907 S. HIGHLAND AVENUE
FONTANA, CA 92336

ASSESSOR PARCEL NUMBER:
APN: 0228-021-07

PROPOSED LOT AREA:

LOTS 1 - LOT 46	104,744 SF	2.405 AC
LOT A	10,090 SF	0.232 AC
LOT B	4,232 SF	0.097 AC
LOT C	42,124 SF	0.967 AC
TOTAL	161,190 SF	3.701 AC

DENSITY CALCULATIONS:
PROPOSED CONDOMINIUMS: 46 UNITS
NET AREA: 3.469 AC
PROPOSED DENSITY: 13.26 DU/AC

UTILITY PROVIDERS
CABLE:
SPECTRUM
16973 SIERRA LAKES PKWY
FONTANA, CA 92336
(888) 406-7063

ELECTRICAL:
SOUTHERN CALIFORNIA EDISON
EDISON P.O. BOX 800
ROSEMEAD, CA 91770
(800) 655-4555

THE GAS COMPANY:
CENTRALIZED CORRESPONDENCE
P.O. BOX 1626
MONTEREY PARK, CA 91754
(800) 228-7377

TRASH SERVICES:
BURRTEC
9820 CHERRY LANE
FONTANA, CA 92335
(909) 987-3717

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

SEWER:
PUBLIC WORKS DEPARTMENT
16489 ORANGE WAY
FONTANA, CA 92335
(909) 350-6760

SHEET INDEX

SHEET 1 - TITLE SHEET
SHEET 2 - CONCEPTUAL CIVIL SITE PLAN
SHEET 3 - TENTATIVE TRACT MAP NO. 20839
SHEET 4 - CONCEPTUAL GRADING PLAN
SHEET 5 - SECTIONS
SHEET 6 - TRASH ACCESS EXHIBIT

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

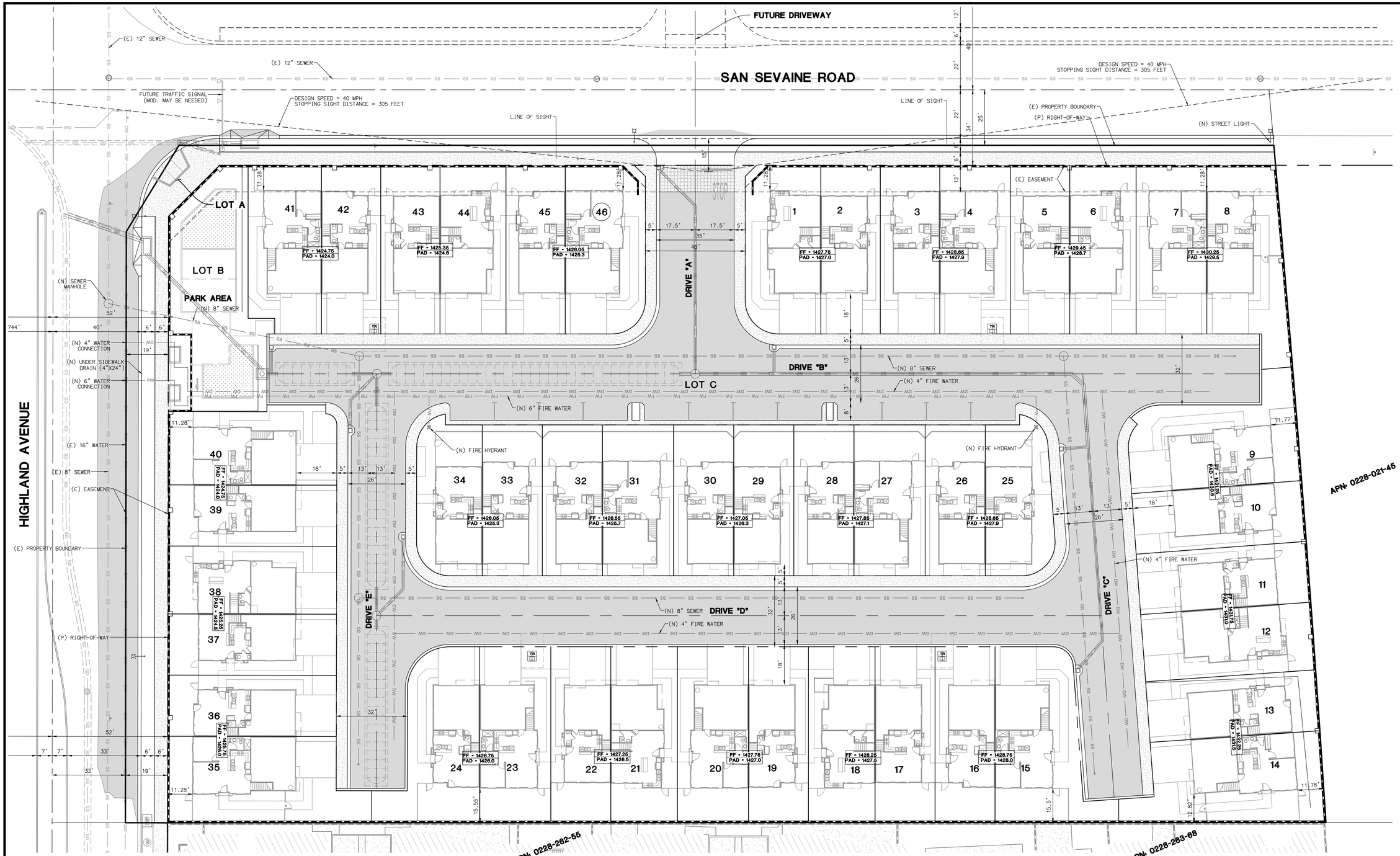
ADVANCED CIVIL GROUP

PREPARED BY:
ADVANCED CIVIL GROUP, INC.
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
(949) 391-7772 PHONE
STEVE@ADVANCEDCIVILGROUP.COM
WWW.ADVANCEDCIVILGROUP.COM

HIGHLAND VISTAS
FONTANA, CA
description
TITLE SHEET - CIVIL SET
prepared for
MONTE VISTA HOMES

SHEET NO: **C-1**
SHEET 1 OF 6

UPDATED : 07/02/2026



CONCEPTUAL CIVIL SITE PLAN

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

SITE PLAN NOTES:

- THE PROPOSED PROJECT DOES NOT PLAN TO HAVE A GATE.
- THE FUTURE TRAFFIC SIGNAL AT THE INTERSECTION OF SAN SEVAINE RD AND SOUTH HIGHTLAND AVENUE MAY NEED A MODIFICATION WHEN THE PROJECT IS DEVELOPED.

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

ADVANCED CIVIL GROUP

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(949) 391-7772 PHONE
STEVE@ADVANCEDCIVILGROUP.COM
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HIGHLAND VISTAS
FONTANA, CA

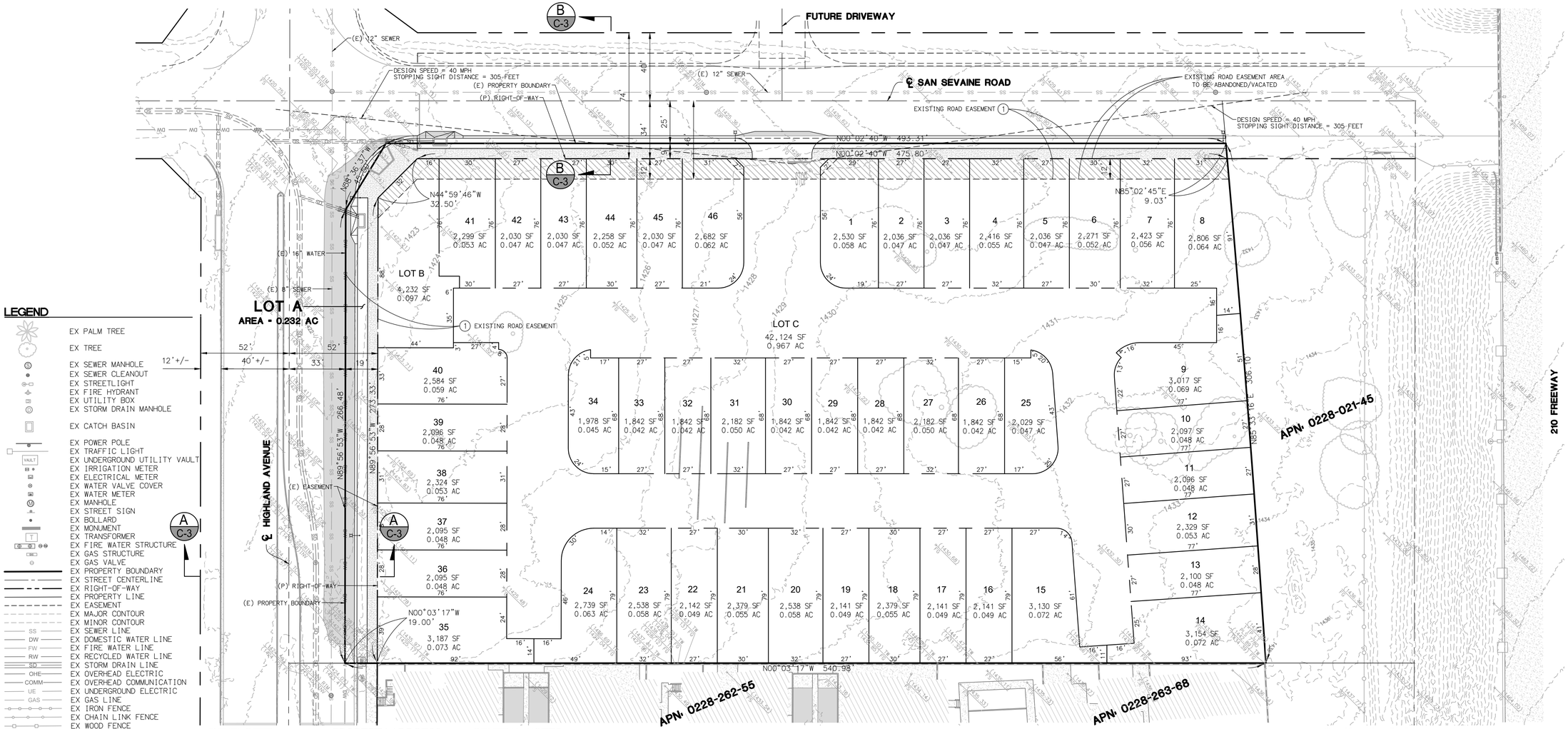
description
CONCEPTUAL SITE PLAN

prepared for
MONTE VISTA HOMES

SHEET NO: C-2
SHEET 2 OF 6

UPDATED : 07/02/2026

CITY OF FONTANA
TENTATIVE TRACT MAP NO. 20839



LEGEND

- EX PALM TREE
- EX TREE
- EX SEWER MANHOLE
- EX SEWER CLEANOUT
- EX STREETLIGHT
- EX FIRE HYDRANT
- EX UTILITY BOX
- EX STORM DRAIN MANHOLE
- EX CATCH BASIN
- EX POWER POLE
- EX TRAFFIC LIGHT
- EX UNDERGROUND UTILITY VAULT
- EX IRRIGATION METER
- EX ELECTRICAL METER
- EX WATER VALVE COVER
- EX WATER METER
- EX MANHOLE
- EX STREET SIGN
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- EX RIGHT-OF-WAY
- EX PROPERTY LINE
- EX EASEMENT
- EX MAJOR CONTOUR
- EX MINOR CONTOUR
- EX SEWER LINE
- EX DOMESTIC WATER LINE
- EX FIRE WATER LINE
- EX RECYCLED WATER LINE
- EX STORM DRAIN LINE
- EX OVERHEAD ELECTRIC
- EX OVERHEAD COMMUNICATION
- EX UNDERGROUND ELECTRIC
- EX GAS LINE
- EX IRON FENCE
- EX CHAIN LINK FENCE
- EX WOOD FENCE
- EX WALL
- EX CURB AND GUTTER
- EX SWALE
- EX STRIPING
- EX SLOPE
- EX CONCRETE
- EX STRUCTURE FOOTPRINT
- PR SEWER LINE
- PR DOMESTIC WATER LINE
- PR FIRE WATER LINE
- PR RECYCLED WATER LINE
- PR STORM DRAIN LINE
- PR WALL
- PR CURB AND GUTTER
- PR SWALE
- PR SLOPE
- PR WALL
- EXISTING ROAD EASEMENT TO BE ABANDONED

ABBREVIATIONS

Δ	DELTA
EX	EXISTING
(E)	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISHED SURFACE
FF	FINISHED FLOOR
INV	INVERT
L	LENGTH
MIN	MINIMUM
NTS	NOT TO SCALE
R	PROPERTY LINE
PR	PROPOSED
(P)	PROPOSED
(N)	NEW OR PROPOSED
R	RADIUS
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL
TYP	TYPICAL

DEVELOPER:

MONTE VISTA HOMES
PO BOX 9559
RANCHO CUCAMONGA, CA 91701
(951) 231-7206

PROPERTY ADDRESS:

14907 S. HIGHLAND AVENUE
FONTANA, CA 92336

ASSESSOR PARCEL NUMBER:

APN: 0228-021-07

DENSITY CALCULATIONS:

PROPOSED TOWNHOME LOTS:	46 LOTS
NET AREA:	3.469 AC
PROPOSED DENSITY:	13.26 DU/AC

PROPOSED LOT AREA:

LOT NO.	USE	AREA (SF)	AREA (AC)
LOTS 1 – LOT 46	TOWNHOME	104,744 SF	2.405 AC
LOT A (HOA LOT)	PUBLIC ROAD AND UTIL.	10,090 SF	0.232 AC
LOT B (HOA LOT)	PRIVATE PARK	4,232 SF	0.097 AC
LOT C (HOA LOT)	PRIVATE ROAD AND UTIL.	42,124 SF	0.967 AC
TOTAL		161,190 SF	3.701 AC

GENERAL NOTES

1. EXISTING LAND USE: UNDEVELOPED
2. PROPOSED LAND USE: R-M
3. EXISTING ZONING: R-2
4. WATER SERVICE PROVIDED BY: FONTANA WATER COMPANY
5. SEWER SERVICE PROVIDED BY: CITY OF FONTANA
6. ELECTRICAL SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON
7. GAS SERVICE PROVIDED BY: SOCAL GAS CO.
8. TELEPHONE SERVICE PROVIDED BY: SPRINT
9. CABLE TELEVISION PROVIDED BY: TIME WARNER CABLE
10. PROJECT IS WITHIN THE CYPRESS SCHOOL DISTRICT
11. LOT A SHALL BE HOMEOWNER OWNED AND CITY OF FONTANA MAINTAINED WHILE LOTS B AND C SHALL BE HOA OWNED AND HOA MAINTAINED
12. NO KNOWN ACTIVE FAULTS ARE KNOWN TO PROJECT THROUGH THE SITE NOR DOES THE SITE LIE WITHIN THE BOUNDARIES OF AN "EARTHQUAKE FAULT ZONE" AS DEFINED BY THE STATE OF CALIFORNIA IN THE ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING ACT.
13. PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" PER FIRM PANEL 06071C7915H EFFECTIVE ON 8/28/2008
14. ASSESSOR'S PARCEL NUMBER: 0228-021-07

ABANDONMENT / VACATION NOTE:

PORTIONS OF THE EXISTING PUBLIC RIGHT-OF-WAY OF SAN SEVAINE ROAD ARE TO BE ABANDONED/VACATED VIA THE FINAL MAP ITSELF. THE AREAS TO BE ABANDONED/VACATED ARE SHOWN HEREON.

LEGAL DESCRIPTION:

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

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 21, 1973 IN BOOK 8333, PAGE 289, OFFICIAL RECORDS AND BY DEED RECORDED DECEMBER 13, 1995, AS INSTRUMENT NO. 19950425553 OF OFFICIAL RECORDS.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH HIGHLAND, BEING N 89°42'43" W AS SHOWN ON TRACT NO. 20349 FILED IN BOOK 363, PAGES 91-93 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

BENCHMARK:

MWD BENCHMARK NO. E1A
ELEV = 1468.39
DESCRIPTION: SURVEY DISK SET IN THE CONCRETE FOOTING OF TOWER STAMPED : MWD BM E1A 1989
LOCATION: 0.3 MILE (0.5 KM) NORTH OF THE INTERSECTION OF HIGHLAND AVE (HWY 30)AND SAN SEVAINE ROAD THEN 300 FEET (91.4 M) NORTHEASTERLY ALONG THE POWER LINE SERVICE ROAD TO TRANSMISSION TOWER NUMBER 19/3 AT THE NORTH CONCRETE FOOTING A 2 INCH BRASS DISK SET IN THE TOP OF THE FOOTING.

SCALE 1"=30'

30 15 0 30 60 90

SCALE: 1"=30'

EXISTING EASEMENTS

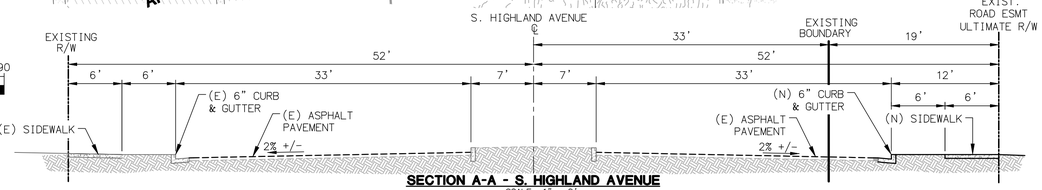
(1) AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED APRIL 15, 2009 AS DOCUMENT NO. 2009-0158548 OF OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO.

STATEMENT OF OWNERSHIP:

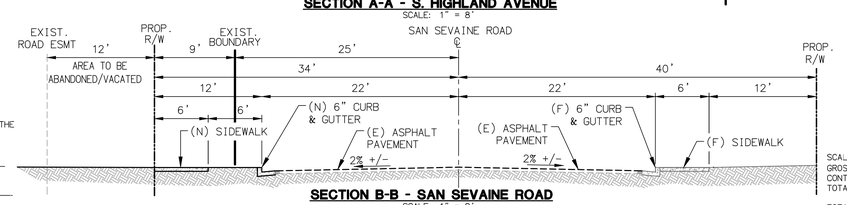
WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE RECORD OWNERS OF THE PROPERTY COMPRISING THIS TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE FILING OF SAID MAP.

OWNER: _____

BY: _____ DATE: _____



SECTION A-A - S. HIGHLAND AVENUE
SCALE: 1" = 8'



SECTION B-B - SAN SEVAINE ROAD
SCALE: 1" = 8'

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

ADVANCED CIVIL GROUP

PREPARED BY:
R. STEVEN AUSTIN, PE
ADVANCED CIVIL GROUP, INC.
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
(949) 391-7772 PHONE
STEVE@ADVANCEDCIVILGROUP.COM
WWW.ADVANCEDCIVILGROUP.COM

SCALE: 1" = 30'
GROSS AREA: +/-3.701AC
CONTOURS: 1 FOOT
TOTAL LOTS: 46 NUMBERED, 3 LETTERED
TOTAL UNITS: 46 TOWNHOMES

HIGHLAND VISTAS
FONTANA, CA
description
TENTATIVE TRACT MAP NO. 20839
prepared for
MONTE VISTA HOMES

SHEET NO: C-3
SHEET 3 OF 6

UPDATED : 07/02/2026

SAN SEVAINE ROAD

FUTURE DRIVEWAY

DESIGN SPEED = 40 MPH
STOPPING SIGHT DISTANCE = 305 FEET

DESIGN SPEED = 40 MPH
STOPPING SIGHT DISTANCE = 305 FEET

HIGHLAND AVENUE

LOT A

LOT B
PARK AREA

LOT C

DRIVE "A"

DRIVE "B"

DRIVE "C"

DRIVE "D"

DRIVE "E"

APN: 0228-021-45

APN: 0228-262-55

APN: 0228-263-68

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY:	PSA
DESIGNED BY:	---
CHECKED BY:	---
APPROVED BY:	---

ADVANCED CIVIL GROUP

PREPARED BY:

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HIGHLAND VISTAS
FONTANA, CA

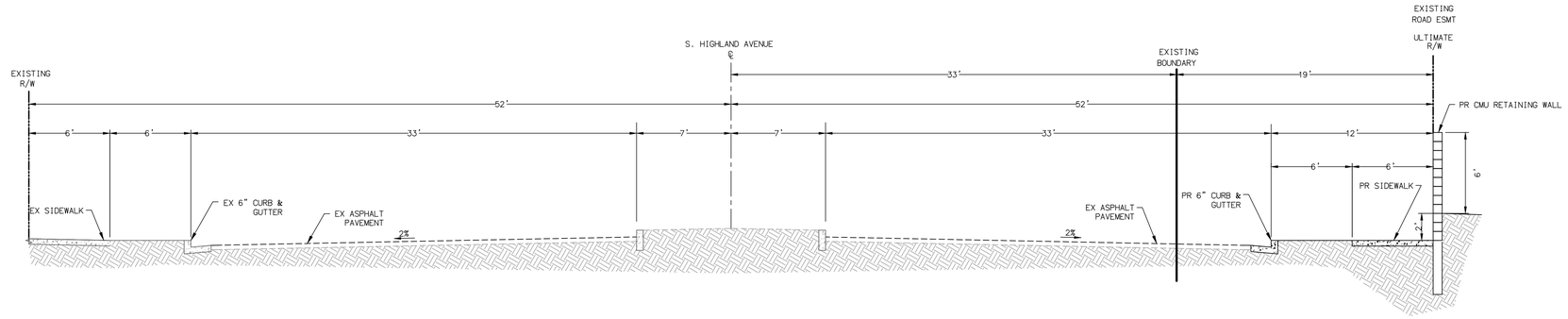
description

CONCEPTUAL GRADING PLAN

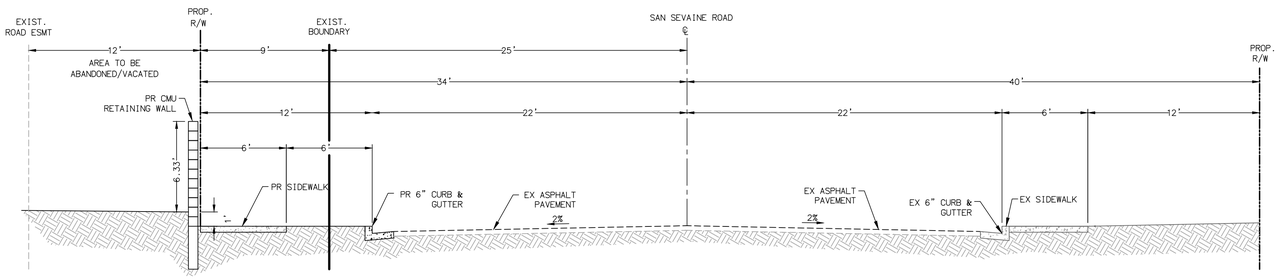
prepared for
MONTE VISTA HOMES

SHEET NO:
C-4
SHEET 4 OF 6

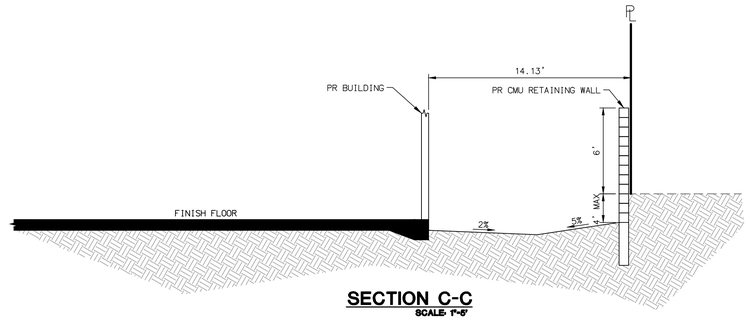
UPDATED : 07/02/2026



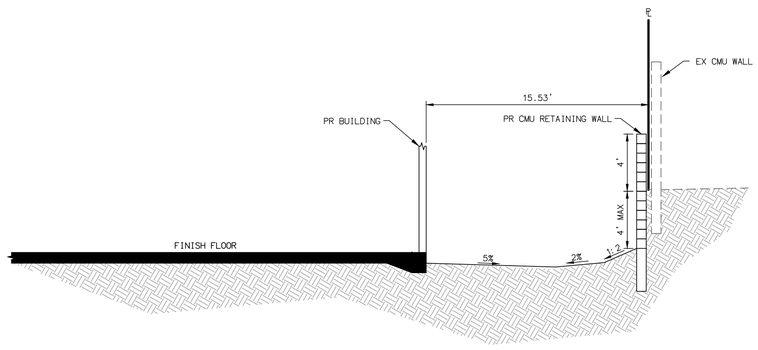
SECTION A-A
SCALE: 1"=5'



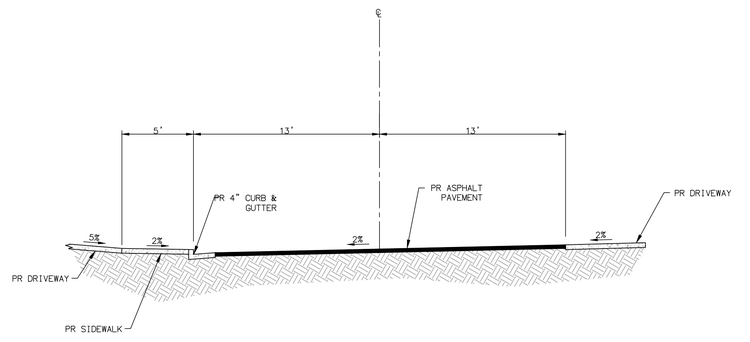
SECTION B-B
SCALE: 1"=5'



SECTION C-C
SCALE: 1"=5'



SECTION D-D
SCALE: 1"=5'



SECTION E-E
SCALE: 1"=5'

SCALE VERIFICATION
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REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

ADVANCED CIVIL GROUP

PREPARED BY:

ADVANCED CIVIL GROUP, INC.
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
(949) 391-7772 PHONE
STEVE@ADVANCEDCIVILGROUP.COM
WWW.ADVANCEDCIVILGROUP.COM

HIGHLAND VISTAS
FONTANA, CA
description
SECTIONS
prepared for
MONTE VISTA HOMES

SHEET NO: C-5
SHEET 5 OF 6

UPDATED : 07/02/2026

SAN SEVAINE ROAD

HIGHLAND AVENUE

LOT B

LOT C

TRASH TRUCK ROUTE

TRASH ACCESS EXHIBIT

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

LEGEND:

	Container Dimensions			
Residential Container	**Height**	**Width**	**Depth**	**Capacity**
35 Gallon Residential Cart	36"	17"	17"	150 lbs
65 Gallon Residential Cart	38"	24"	24"	200 lbs
95 Gallon Residential Cart	41"	26"	26"	250 lbs

* SPACING PROVIDED BETWEEN BINS = 18"

SCALE VERIFICATION
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REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY:
CHECKED BY:
APPROVED BY:

ADVANCED CIVIL GROUP

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HIGHLAND VISTAS
FONTANA, CA
description

TRASH ACCESS EXHIBIT

prepared for
MONTE VISTA HOMES

SHEET NO: C-6

SHEET 6 OF 6

UPDATED : 07/02/2026

SAN SEVAINE ROAD

HIGHLAND AVENUE

RECREATION AREA-SEE ENLARGEMENT, SHEET L-2

SIGHT LINE, DESIGN SPEED= 40 MPH STOPPING SIGHT DISTANCE = 305 FEET

LOW RETAINING WALLS AT ENTRY (TYP.)

10' WIDE COLORED STAMPED CONCRETE BAND DAVIS 'TERRA COTTA' COLOR, 18" TILE PATTERN

SIGHT LINE, DESIGN SPEED= 40 MPH STOPPING SIGHT DISTANCE = 305 FEET

LANDSCAPE IN R.O.W. TO BE MAINTAINED BY CFD

ACCENT PAVING, NATURAL GREY WITH TOP CAST 05 FINISH

CONCRETE WALK, NATURAL GREY MED BROOM FINISH

42" HT. TAN VINYLE COURTYARD FENCE AND GATE (UNIT 6, 12 AND 33 ONLY)

CLIMBING VINES TO SCREEN WALLS AT ENDS OF DRIVE AISLES (TYP.)

ACCENT PLANTING (TYP.)

PRIVATE REAR YARDS (TYP.)

BUFFER ALONG 210 FREEWAY

6' TAN VINYL YARD GATE (TYP.)

6' TAN VINYL YARD FENCE (TYP.)

6' HT. TAN SLUMP BLOCK PERIMETER WALL WITH TAN SLUMP BLOCK PILASTERS @ 50' O.C. MAX. ON TOP OF RETAINING WALL, PER CIVIL ENGINEERS PLAN (TYP.)

CONCRETE WALKWAY (TYP.)

MAILBOX STRUCTURE

LOT C

6' TAN VINYL YARD FENCE (TYP.)

MAILBOX STRUCTURE

TRANSFORMER LOCATION (TYP.)

RESIDENTIAL NEIGHBORHOOD

CLIMBING VINES TO SCREEN WALLS AT ENDS OF DRIVE AISLES (TYP.)

North

0 10' 20' 60'

Scale 1" = 20'

SHEET INDEX

l-1 Landscape Concept Plan
L-2 Landscape Enlargement and Details
L-3 Plant Legend, Notes and Calculations

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 SIGNATURE 5-18-2026 DATE 3/31/21 EXP. DATE STATE OF CALIFORNIA

DRAWN BY: SK
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

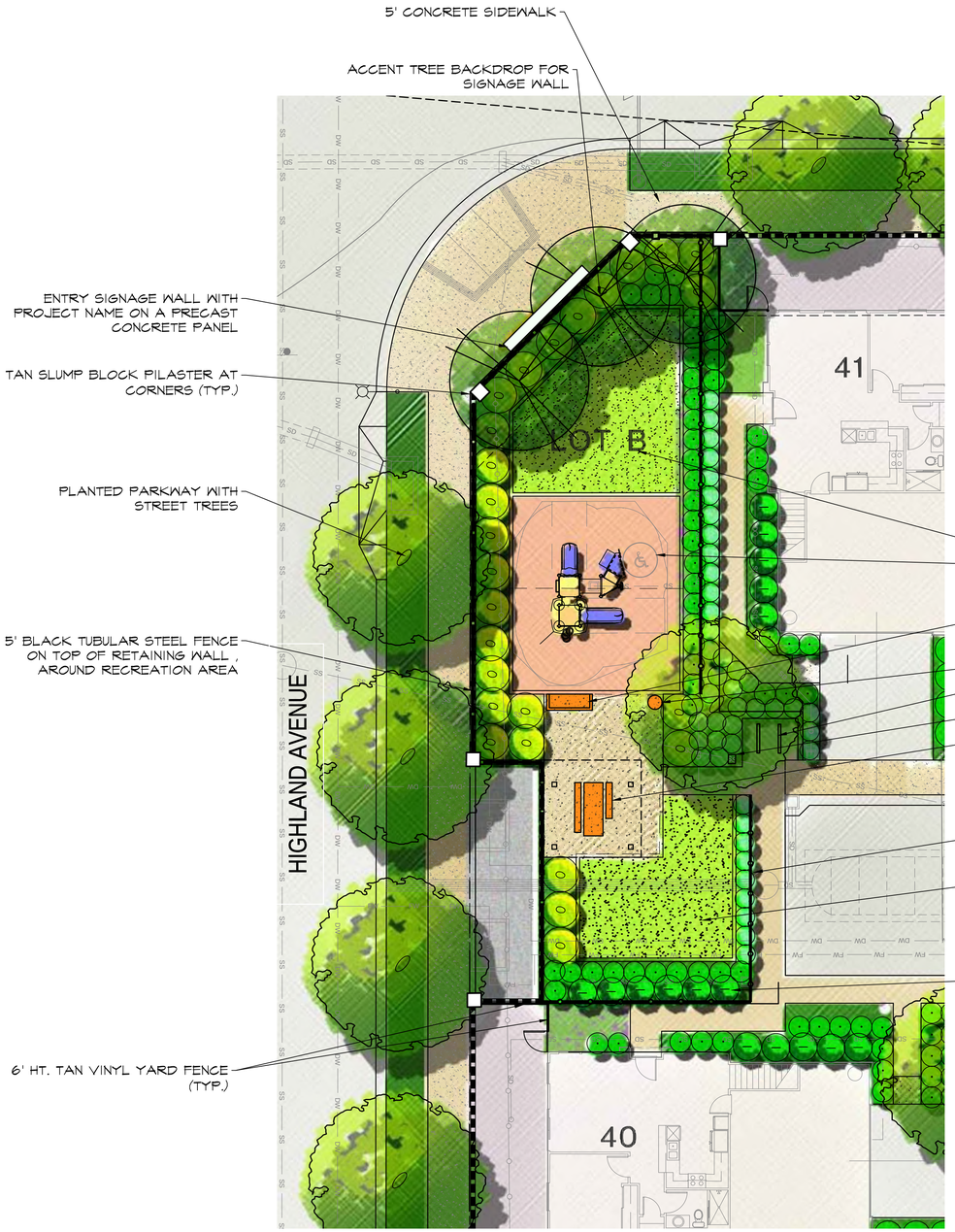
PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Suite 302
San Diego, CA 92101 (619) 718-9660

HIGHLAND VISTAS
FONTANA, CA
description

LANDSCAPE CONCEPT PLAN

prepared for
MONTE VISTA HOMES

SHEET NO: **L-1**
SHEET 1 OF 3

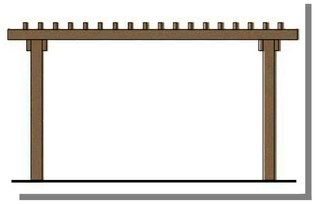


RECREATION AREA ENLARGEMENT

0 5' 10' 30'

Scale 1" = 10'

North



RECREATION AREA SHADE TRELLIS



BENCH



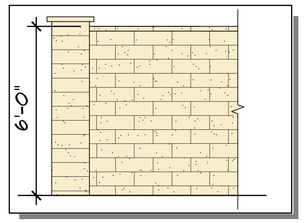
TRASH RECEPTACLE



BIKE RACK



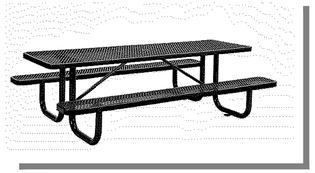
STAMPED CONCRETE



DECORATIVE TAN SLUMP BLOCK PERIMETER WALL



DOG WASTE STATION



PICNIC TABLE



PLAY STRUCTURE



ENTRY SIGNAGE WALL

MATERIALS

- STUCCO COLOR - SW7570 EGRET WHITE
- TILE SPEC- MARAZZI COTTO REVIVAL RUST 8" SQ. MATTE PORCELAIN TILE
- SIGNAGE-FIELD SW7008 ALABASTER W/ BLACK LETTERING

OWNER/ APPLICANT:
MONTE VISTA HOMES
P.O. BOX 9599
ALTA LOMA, CA 91701

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 — SIGNATURE — DATE 6-10-2025 — 3/31/27 EXP. DATE — STATE OF CALIFORNIA

DRAWN BY: SK
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Suite 302
San Diego, CA 92101 (619) 718-9660

HIGHLAND VISTAS
FONTANA, CA
description
LANDSCAPE ENLARGEMENT AND DETAILS
prepared for
MONTE VISTA HOMES

SHEET NO: **L-2**
SHEET 2 OF 3

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	HT. x W	GROWTH RATE	FUNCTION	WUCOLS ZONE 4
	STREET TREES: (36" BOX SIZE AT 30' O.C.)		35				
	QUERCUS ILEX (SOUTH HIGHLAND AVE)	HOLLY OAK		35' x 35'	MOD	EVERGREEN STREET TREE	L
	LAGERSTROEMIA 'NATCHEZ' (SAN SEVAINE ROAD)	NATCHEZ CRAPE MYRTLE		25' x 20'	MOD	FLOWERING STREET TREE	M
	INTERIOR STREET TREES: (24" BOX SIZE)						
	ULMUS PARVIFOLIA 'TRUE GREEN'	LACEBARK ELM		40' x 40'	MOD	STREET TREE	L
	THEME TREES: (24" BOX SIZE)		10				
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW		40' x 30'	MOD	THEME TREE, STD. FORM	M
	LOPHOSTOMON CONFERTA	BRISBANE BOX		60' x 40'	MOD	THEME TREE, STD. FORM	M
	ACCENT TREES: (25% 36" BOX, 75% 24" BOX SIZE)		11				
	LAGERSTROMIA INDICA	CRAPE MYRTLE		25' x 20'	MOD	FLOWERING ACCENT TREE	M
	TRISTANIOPSIS LAURINA	WATER GUM		35' x 20'	SLOW	EVERGREEN ACCENT TREE	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
	CALLISTEMON V. 'SLIM'	SLIM BOTTLEBRUSH		8' x 3'	MOD	EVERGREEN HEDGE	L
	CUPRESSUS S. 'TINY TOWER'	TINY TOWER ITALIAN CYPRESS		25' x 3'	SLOW	VERT. ACCENT COLUMN	L
	EUONYMUS J. 'GREEN SPIRE'	GREEN SPIRE EUONYMUS		8' x 2'	MOD	EVERGREEN HEDGE	M
	LIGUSTRUM JAPONICUM TEXANUM	TEXAS PRIVET		6' x 4'	MOD	EVERGREEN HEDGE	M
	OLEA 'LITTLE OLLIE'	DWARF OLIVE		6' X 4'	MOD	EVERGREEN HEDGE	L
	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. 100						
	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH		3' X 3'	MOD	MASSING SHRUB	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
	LANTANA 'GOLD MOUND'	GOLD MOUND LANTANA		3' x 4'	FAST	FLOWERING SHRUB	L
	MUHLENBERGIA CAPILLARIS	PINK MUHLY		3' x 3'	MOD	ORNAMENTAL GRASS	L
	NANDINA 'OBSESSION'	HEAVENLY BAMBOO		3' x 3'	MOD	SHADE, MASSING	M
	RHAPHIOLEPIS U. 'MINOR'	DWARF YEDDO HAWTHORN		4' x 3'	MOD	FLOWERING SHRUB	M
	SMALL ACCENT SHRUBS: (1 GAL. SIZE AT 2'-3' O.C.) MIN. QTY. 100						
	ANIGOZANTHUS SPP.	KANGAROO PAW		2' x 2'	MOD	VERTICAL ACCENT	L
	CRASSULA O. 'GOLLUM'	GOLLUM JADE PLANT		3' x 2'	MOD	ACCENT SUCCULENT	L
	DIANELLA R. 'LITTLE REV'	LITTLE REV FLAX LILY		2' x 1'	MOD	SMALL ACCENT SHRUB	L
	SPREADING GROUND COVER: (1 GAL. SIZE AT 2'-3' O.C.)						
	LOMANDRA L. 'BREEZE'	DWARF MAT RUSH		2' x 2'	MOD	TEXTURED GROUND COVER	L
	ROSMARINUS O. 'ROMAN BEAUTY'	ROMAN BEAUTY ROSEMARY		2' x 2'	MOD	LOW SHRUB G.C.	L
	SENECIO SERPENS	BLUE CHALK STICKS		1' X 2'	FAST	ACCENT GROUNDCOVER	L
	SCREENING VINES: (5 GAL. STAKED)						
	MACFADYENA UNGUIS-CATI	CAT'S CLAW VINE		25'	FAST	TRAILING VINE TRAIN TO WALL	L
	FICUS REPENS	CLIMGING FIG		20'	FAST	CLIMBING VINE, TRAIN TO WALL	M
	LAWN:						
	MARATHON DWARF FESCUE SOD						H

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'

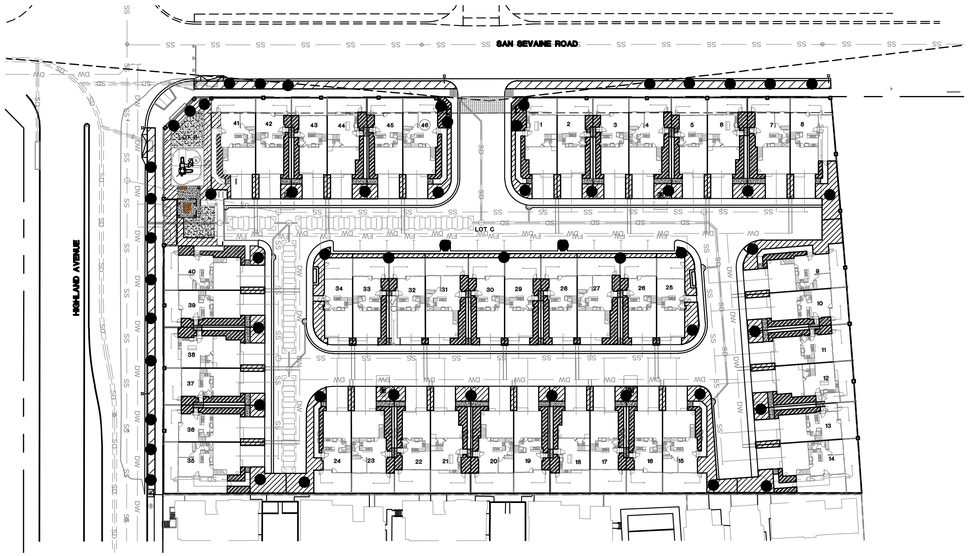
LOT COVERAGE

SITE AREA 150,933 SF / 100%
DRIVES/PARKING 47,329 SF / 31%
BUILDINGS 47,252 SF 31%
PRIVATE YARDS 17,386 SF 12%
COMMON OPEN SPACE 38,966 SF / 26%

LANDSCAPE CALCULATIONS

SITE AREA LESS BLDG. FOOTPRINTS 103,681 SF
REQUIRED LANDSCAPING AREA (15%) 15,552 SF
LANDSCAPING AREA PROVIDED (28%) 28,544 SF
TREES REQUIRED (1/300 SF REQUIRED LANDSCAPE) : 52 EA
TREES PROVIDED : 58 EA
36" BOX TREES REQUIRED (20%) :11 EA
36" BOX TREES PROVIDED :17 EA
SHRUBS REQUIRED (3 PER TREE) :156 EA (50% 5 GAL)
SHRUBS PROVIDED: 400 EA
5 GAL SHRUBS PROVIDED : 200 EA

HYDROZONE MAP



North
NTS

HYDROZONE LEGEND

- Shrubs and Groundcover, Low Water Use Area 12,349 SF
- Shrubs and Groundcover, Moderate Water Use Area 9,082 SF
- Trees, Moderate Water Use Area 1,625 SF
- Turf Area (SLA) 1,250 SF
- Right Of Way 4238 SF

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.
- The automatic controller shall be weather based with rain sensors.
- 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-invasitive. 75% of the landscape shall consist of plants with an average WUCOLS plant factor of 3.
- 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"
- Turf shall not exceed 25% of the landscape area.
- Turf shall not be planted on sloped areas steeper than 4:1. Turf shall only be used in active play areas.

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.

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)

Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET_o)		55.6	Project Type	Residential	0.55
Hydrozone # / Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas						
Low Water Shrubs	0.3	Drip	0.81	0.37	12,349	4,574	157,665
Mod Water Shrubs	0.5	Drip	0.81	0.62	9,082	5,606	193,256
Mod Water Trees	0.5	Drip	0.81	0.62	1,625	1,003	34,578
Mod Right of way	0.5	Drip	0.81	0.62	4,238	2,616	90,180
			Totals		27,294	13,799	475,680
Special Landscape Areas							
Lawn Area- active use					1,250.00	0	0
			Totals		1,250.00	0	0
						ETWU Total	475,680
						Maximum Allowed Water Allowance (MAWA)[e]	560,573

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	13,799
Total Area	27,294
Average ETAF	0.51

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	13,799
Total Area	28,544
Average ETAF	0.48

ETWU (Annual Gallons Required) Eto x .062 x ETAF x Area
MAWA (Annual Gallons Allowed) (Eto) (.62) [(ETAF x LA) + ((1-ETAF) x SLA)]

***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. Gallons per square foot per year.

Signed: _____ Date: 6-10-2025

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REGISTERED LANDSCAPE ARCHITECT — ALEX HOWARD LIC. NO. 2681 — SIGNATURE — 6-10-2025 DATE — 5-31-27 EXP. DATE — STATE OF CALIFORNIA

DRAWN BY: SK
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

PREPARED BY: rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 Fourth Avenue, Suite 302
San Diego, CA 92101 (619) 718-9660

14907 S. HIGHLAND AVENUE
FONTANA, CA
description

PLANT LEGEND, NOTES AND CALCULATIONS
prepared for
MONTE VISTA HOMES

SHEET NO: **L-3**
SHEET 3 OF 3

FUTURE DRIVEWAY

SAN SEVAINE ROAD

HIGHLAND AVENUE

LOT A
AREA = 0.232 ACRES

LOT 1
AREA = 3.469 ACRES

PARK AREA

DRIVE "A"

DRIVE "B"

DRIVE "C"

DRIVE "D"

DRIVE "E"

BLDG A

BLDG B

BLDG C

APN: 0228-021-45

APN: 0228-262-55

APN: 0228-263-68

Affordable Units

CONCEPTUAL CIVIL SITE PLAN

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: PSA
DESIGNED BY: ---
CHECKED BY: ---
APPROVED BY: ---

ADVANCED CIVIL GROUP

PREPARED BY:

ADVANCED CIVIL GROUP, INC.
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
(949) 391-7772 PHONE
STEVE@ADVANCEDCIVILGROUP.COM
WWW.ADVANCEDCIVILGROUP.COM

HIGHLAND VISTAS
FONTANA, CA
description
CONCEPTUAL SITE PLAN
prepared for
MONTE VISTA HOMES

SHEET NO: C-2
SHEET 2 OF 6

UPDATED : 10/10/2025

RESOLUTION NO. PC 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, TENTATIVE TRACT MAP NO. 25-0003 (TTM NO. 20839) TO SUBDIVIDE 3.5 ACRES INTO FORTY-SIX (46) PARCELS FOR RESIDENTIAL DEVELOPMENT, DESIGN REVIEW NO. 25-0020 FOR SITE AND ARCHITECTURAL REVIEW OF 46 RESIDENTIAL UNITS WITHIN 23 DUPLEX BUILDINGS AND ASSOCIATED SITE IMPROVEMENTS, AND RECOMMENDING APPROVAL TO THE CITY COUNCIL FOR AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT TOGETHER WITH RELATED COVENANTS, CONDITIONS & RESTRICTIONS PROVIDING FOR A MINIMUM OF TWO (2) AFFORDABLE UNITS PER THE STATE DENSITY BONUS LAW, ON APPROXIMATELY 3.5 ACRES LOCATED AT 14907 S. HIGHLAND AVENUE IDENTIFIED AS ASSESSOR PARCEL NUMBER 0228-021-07.

WHEREAS, 14907 S. Highland Avenue, also identified as Assessor Parcel Number ("APN") 0228-021-07 ("Project Site") was annexed from San Bernardino County into the City of Fontana on November 2, 1973; and

WHEREAS, on July 8, 2025, the City of Fontana (City") received an application from Monte Vista Homes ("Applicant"), for a Tentative Tract Map ("TTM No. 25-0003 (20839)") to subdivide 3.5 acres into forty-six (46) parcels, and a Design Review ("DRP No. 25-0020") along with an SB 330 application, seeking approval to construct 46 residential units within 23 duplex buildings at the Project Site ("Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Medium Density Residential (R-M) and is located within the Medium Density (R-2) zoning district, which allows 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 two (2) very low-income affordable units as part of the Project. Pursuant to State Density Bonus Law, the Applicant is entitled to a 20 percent density bonus, which permits an additional eight (8) dwelling units, resulting in a total of 48 units and the Applicant is proposing 46 units inclusive of the two (2) very low-income affordable units; and

WHEREAS, the Applicant has requested waivers of development standards pursuant to California Government Code Section 65915, including waivers of the minimum lot size, average lot size, lot width, lot depth, lot coverage, front setbacks, side setbacks, rear setbacks, and setback variations, pursuant to California Government Code Sections 65915-65918; and

WHEREAS, the Applicant has requested the following incentives/concessions, pursuant to California Government Code Section 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 (CEQA), the Project is categorically exempt pursuant to Section 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 project was originally scheduled for public hearing before the City of Fontana Planning Commission ("Planning Commission") on August 4, 2026 and at that time was continued to the August 18, 2026 Planning Commission meeting at the request of the Applicant; and

WHEREAS, on August 18, 2026, a duly noticed public hearing on TTM No. 25-0003 (TTM No. 20839), DRP No. 25-0020, and the Affordable Housing Density Bonus Agreement, Declaration of Covenants, Conditions & Restrictions attached hereto as **Exhibit "A"**, was held by the Planning Commission to consider testimony and evidence presented by the Applicant, City Staff, and other interested parties; and

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit "B"** for TTM No. 25-0003 (TTM No. 20839), and **Exhibit "C"** for DRP No. 25-0020; 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 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 18, 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 determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project site meets the CEQA requirements of In-fill: (1) the Project is consistent with the R-M designation of the General Plan land use designation, and the R-2 Zone district regulations; (2) The Project Site is less than five (5) acres, (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the residential 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. The Planning Commission hereby makes the following findings for the density bonus pursuant to Section No. 30-344 of the City of Fontana Zoning and Development Code:

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 eight (8) units for a total project size of 48 units, with two (2) 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 waivers: reduction of lot

dimensions, building setbacks and required setback variations, lot coverage, required landscape, mechanical equipment screening, and patio setbacks. As provided by the State Density Bonus Law, the Applicant is also selecting as concessions: relief from the provision of block walls between lots and instead using vinyl fencing (block walls are used for the area adjacent to the common area such as the driveway and roadways) along with reduction of required project amenities.

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 4. Tentative Tract Map Findings. The Planning Commission hereby makes the following findings for Tentative Tract Map No. 25-0003 (TTM No. 20839) 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: TTM No. 25-0003 (TTM No. 20839) is consistent with the General Plan Land Use designation for the Project Site, which is Medium Density Residential (R-M). The tentative tract map proposes a 46-unit subdivision map to facilitate the construction of a 46-unit residential development within 23 duplex buildings, which is permitted under the land use designation. The Project Site is not within a specific plan.

The Applicant is utilizing the State Density Bonus Law which includes a provision for additional residential units based on the number of affordable units provided. Two (2) very low affordable

units are provided for the Project which allows an increase of 20% more units than what is permitted by the Zoning Code. State Law allows up to forty-eight (48) units for this Project, the Applicant is proposing forty-six (46) units. The Project Site is not within a specific plan.

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 General Plan Land Use designation is Medium Density Residential (R-M). This Land Use District allows for attached single-family residential development. The State Law allows for an additional density increase as stated in the Finding of Fact No. 1 above. The project complies with State Density Bonus Law and 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. Furthermore, the project also promotes Goal 7, which calls for the development of high-quality development by providing a range of attractive and comfortable housing types, an interconnected, walkable neighborhood, and integrating the project into the existing street grid. The Project Site is not within a specific plan.

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

Findings of Fact: The Project Site, of approximately 3.5 gross acres, is adequate in size to accommodate the residential development. The Project Site is vacant and relatively flat. The existing topography is conducive for the Project.

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 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. 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. 2016021099) for the 2015-2035 General 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 Zoning and Development Code. 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 proposed design of TTM No. 25-0003 (TTM No. 20839) 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, modifications to the 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 shall 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. 25-0003 (TTM No. 20839) and associated public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site would be provided from a driveway on San Sevaine Road.

Section 5. Design Review Findings. The Planning Commission hereby makes the following findings for DRP No. 25-0020 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 applicable specific plan.**

Findings of Fact: The Project is consistent with the General Plan Land Use designation of Medium Density Residential (R-M), and the Medium Density Residential (R-2) zoning district. The Project complies with

all applicable standards of the General Plan and Zoning and Development Code as provided with waivers and concessions by State Density Bonus Law. The Project includes the development of 46 units within 23 duplex buildings on 3.46 acres. There are two (2) affordable housing units integrated into the site with the same floor plans and lot design as the market rate units. The Project will be appropriate and compatible with the surrounding residential land uses of detached single-family and multi-family dwellings. The variations to the building face, varying roof lines and building height from 29'2" to 33 feet high will make the Project architecturally pleasing and consistent with the surrounding area.

The Project has attractive architecture and landscaping. The architectural features include a Spanish style with key design features such as decorative metal fixtures, pot shelves, shutters and decorative lighting. Landscaping is incorporated to ensure that the lots meet the Zoning Code requirement for adequate trees, shrubs, and groundcover.

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 46 units within 23 duplexes on approximately 3.5 gross acres. The development will be built pursuant to all applicable buildings, zoning and fire codes, in addition to the Conditions of Approval attached hereto as Exhibits B, and C and referenced herein.

The site has been designed with access to and from the Project Site provided from a driveway on San Sevaine Avenue. The Project includes improvements along San Sevaine 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 attached single-family residential Project has been designed to enhance and complement the surrounding neighborhood. The architectural theme for the Project proposes “Spanish” and “Farmhouse” styles. 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 smooth stucco coated exterior, metal elements, decorative lighting, varied roof lines, and other features appropriate to the style. The use of colors and materials adds architectural diversity 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 the requirements for all applicable building code, zoning, and fire code standards.

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

Findings of Fact: The site improvements for the Project complies with the City of Fontana Zoning and Development Code. 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 well-designed. 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 6. Approvals. Based on the foregoing, the Planning Commission hereby approves

A. TTM No. 25-0003, and DRP No. 25-0020 subject to the Findings and Conditions of Approval attached hereto as “**Exhibit B**" for TTM No. 25-0003, “**Exhibit C”** for DRP No. 25-0020, 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 Zoning and Development Code and recommends that the Fontana City Council adopts 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 "A"** and incorporated herein by this reference.

Section 7. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

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

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

Section 10. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 18th 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 18th day of August 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Torrie Lozano, Secretary

EXHIBIT "A"
Affordable Housing Density Bonus Agreement and
Declaration of Covenants, Conditions and Restrictions

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

APN: 0228-021-07

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

14907 South Highland Avenue, Fontana, California 92336

Master Case No. 25-0051 / Tentative Tract Map 20839 (TTM No. 25-0003) / Design Review Project No. 25-0020

[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 MV HBC, LLC, a California limited liability company ("Owner") as follows:

RECITALS

Owner is the owner of certain real property located within the City of Fontana, County of San Bernardino, State of California, commonly known as 14907 South Highland Avenue in Fontana, California (the "Property"). Property is legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

Division 25 of the Fontana Municipal Code (the "DenFsity 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

On _____, 2026 the City of Fontana ("City"), a public body corporate and politic, by and through its Planning Commission, approved Master Case No. 25-0051 / Tentative Tract Map 20839 (TTM No. 25-0003) and Design Review Project No. 25-0020 **(**collectively, the

"Permit") and issued Conditions of Approval ("Conditions"); and

Subject to compliance with the Conditions, the Permit approves the construction of a residential project with forty-six (46) residential units on the Property ("Residential Development"), comprised of a base density of forty (40) residential units and a density bonus of six (6) residential units (though the Property is entitled to a density bonus of up to eight (8) units); and

Pursuant to the Density Bonus Division, two (2) of the residential units in the Residential Development are required to be restricted for sale or rent to eligible Very Low-Income Households at Affordable Housing Cost (the "Affordable Units"); and

Pursuant to Section 30-342 of the Density Bonus Division, and in compliance with the Conditions, Owner and City desire to enter into this Agreement regarding the construction, operation, maintenance and sale or rental 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.

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 for very low households the product of thirty (30) percent times 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(b)(2) 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 Rent 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 California Health and Safety Code 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" means 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.

(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 46 residential units developed on the Property.

(n) "Utility Allowance" means an amount designated and updated annually by 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 "E" 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 two (2) units in the Residential Development shall be designated as the Affordable Units:

Lot	Address	Income Level	# Bedrooms
11	TBD	Very Low	Three (3) bedrooms
37	TBD	Very Low	Three (3) bedrooms

(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 construction of the Affordable Units shall comply with the Permit, the Conditions, and the requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

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

(e) The Affordable Units shall be completed and ready for occupancy before the base density for the Property is exceeded. Developer acknowledges and agrees that the City shall not be required to issue a certificate of occupancy (or its equivalent) for more than forty (40) total units unless and until the Affordable Units are completed and obtain a certificate of occupancy (or its equivalent).

(f) Prior to issuance of a certificate of occupancy (or its equivalent) for the Residential Development 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 Code Section 65915. During the Term of this Agreement, the Affordable Units shall be sold or rented 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 2026 are shown in Exhibit "C". The Owner shall have the sole obligation to obtain from HCD's website the applicable income limits.

(c) Affordable Rental Covenant. Except as set forth in sub-paragraph (d), 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 Health and Safety Code 50053(b)(1) 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, subject to City's review and approval rights under Section 6(d)(iv) of this Agreement. 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 either (i) for sale to individual Income Eligible Households at an Affordable Housing Cost, with an Affordable Sales Price calculated as defined in Exhibit "E", or (ii) for rent to individual Income Eligible Households at an Affordable Rent calculated as defined in Exhibit "D".

(ii) Each Affordable Unit shall be initially sold or rented 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) 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, a plan and procedures for marketing activities ("Marketing Plan"), application processing, and selection of eligible households for the Affordable Units ("Selection Procedures"). 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, City-maintained sites requested by the 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.

(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 and consider 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, in the case of a rental of an Affordable Unit, the households (or tenants) shall annually recertify income during the duration of occupying the Affordable Unit. The 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

(v) Alternative form of income verification, subject to approval by the 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) In the case of a rental of an Affordable Unit, 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);

(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 for Rent.

(a) In the case of a rental of an Affordable Unit:

(i) 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 the Owner.

(ii) If after moving into an Affordable Unit, and during the annual audit of the 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 accordance with the definition of "lower income households" in California Health and Safety Code § 50079.5 ("Low Income Limits"). 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.

(iii) If after moving into an Affordable Unit the tenant's income eventually exceeds the Low Income Limit, 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.

(b) 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.

(c) This section shall not apply if the Affordable Units are sold to Income Eligible Households pursuant to Section 6(d) 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 twelve (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. In the case of a rental of an Affordable Unit, 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 case of a rental of an Affordable Unit, Owner shall (a) maintain and operate all Affordable Units so as to provide decent, safe and sanitary housing consistent with federal housing quality standards in the Code of Federal Regulations 24 CFR Section 5.703; (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 the 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 Residential Development 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.

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 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 Residential Development until a subordination agreement satisfactory to the City is executed and recorded in the Official Records. Notwithstanding the foregoing, if (i) Owner obtains financing that would be conducive to the development of the Affordable Units ("Project Financing") and (ii) the lender of the Project Financing (the "Lender") requests a reasonable subordination agreement then, within forty five (45) days' written request from Owner, the City will execute a recordable subordination agreement on a form reasonably acceptable to the City which subordinates the City's foreclosure right under this Agreement to the rights and privileges of the Lender under the Project Financing loan documents provided that in no event shall such subordination provide for or result in the loss of affordable units, violate state law, or interfere with the provisions or restrictions concerning the Affordable Units and their management. and provided further that such subordination agreement shall expressly provide that, in the event of foreclosure, the lender will assume Owner's obligations with respect to providing the Affordable Units. In no event shall the City be obligated to execute a subordination nor shall a subordination agreement apply to the Property which (as determined in it's the City's reasonable discretion) it deems (i) will extinguish, nullify or otherwise adversely affect the obligations imposed by this

Agreement with respect to the Affordable Units or (ii) a subterfuge to circumvent the obligations imposed by this Agreement with respect to the Affordable Units.

(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 rights in the Residential Development, in full or in part, including any of the Affordable Units, or any rights and obligations in this Agreement, Owner and the 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, conditioned or delayed.

(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 sold or provided as rental units in accordance with the obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, this section does not authorize the sale of the Affordable Units to individual homeowners, but only refers to a sale of the Property to an owner who will sell or operate and lease the Affordable Units as rentals in accordance with this Agreement.

(e) The fully executed assignment and assumption agreement shall be recorded in the Official Records of San Bernardino County 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: MV HBC, LLC
Attn: Steve Landis
5625 Land View Court
Rancho Cucamonga, CA 91737

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.

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 fourteen (14) pages and five (5) 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)

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:
MV HBC, LLC a California
limited liability company

By: _____
Steve Landis
Managing Member

Dated: _____, 2026

ATTEST:

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

Dated: _____, 2026

Attachments:
Exhibit "A" – Legal Description
Exhibit "B" – Location of Affordable Units and Construction Requirements
Exhibit "C" – Income Limits
Exhibit "D" – Calculation of Affordable Rents
Exhibit "E" – Utility Allowances Schedule

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY
For APN/Parcel ID(s): 0228-021-07

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 1 North, Range 6 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof.

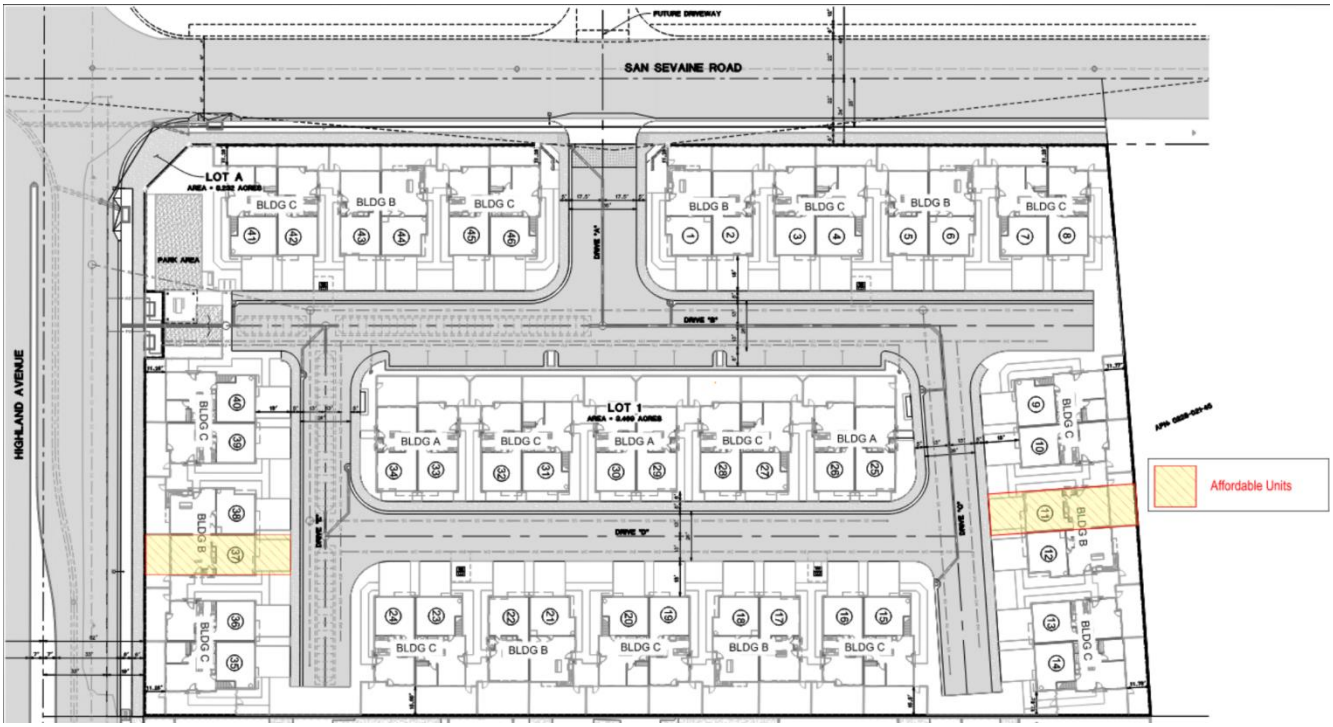
Except those portions conveyed to the State of California, by deed recorded December 21, 1973 in Book 8333, Page 289, Official Records and by deed recorded December 13, 1995, as Instrument No. 19950425553 of Official Records.

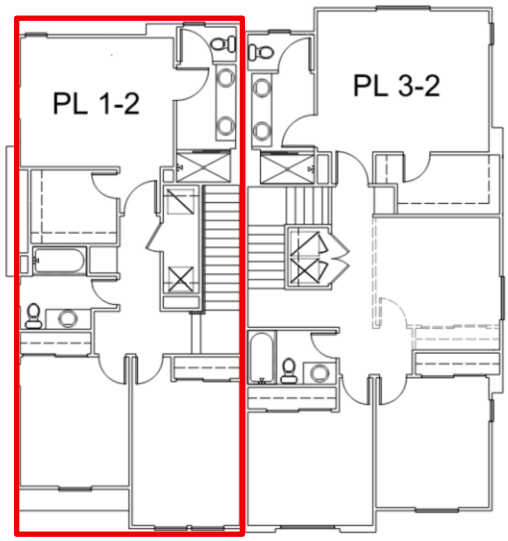
EXHIBIT "B"

LOCATION OF AFFORDABLE UNITS AND CONSTRUCTION REQUIREMENTS

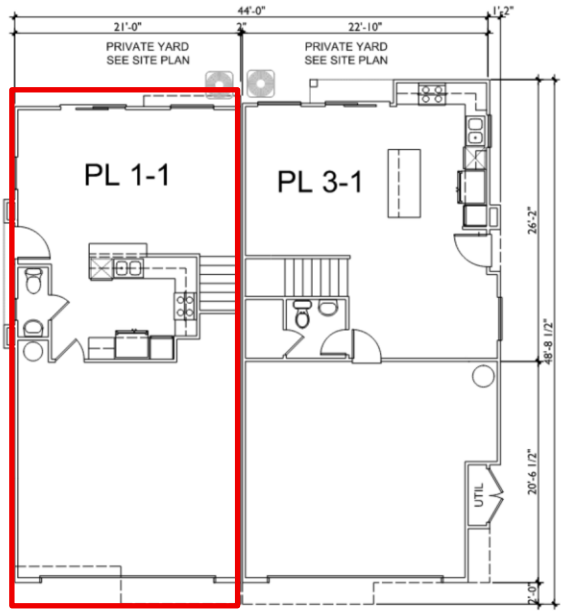
The Affordable Units are identified in the table below. The Lot Number corresponds to the location of the dwelling units shown in the site plan which follows this page. Approved house plans and elevations for the Affordable Units are included in the following pages.

Lot	Address	Income Level	# Bedrooms
11	TBD	Very Low	Three (3) bedrooms
37	TBD	Very Low	Three (3) bedrooms

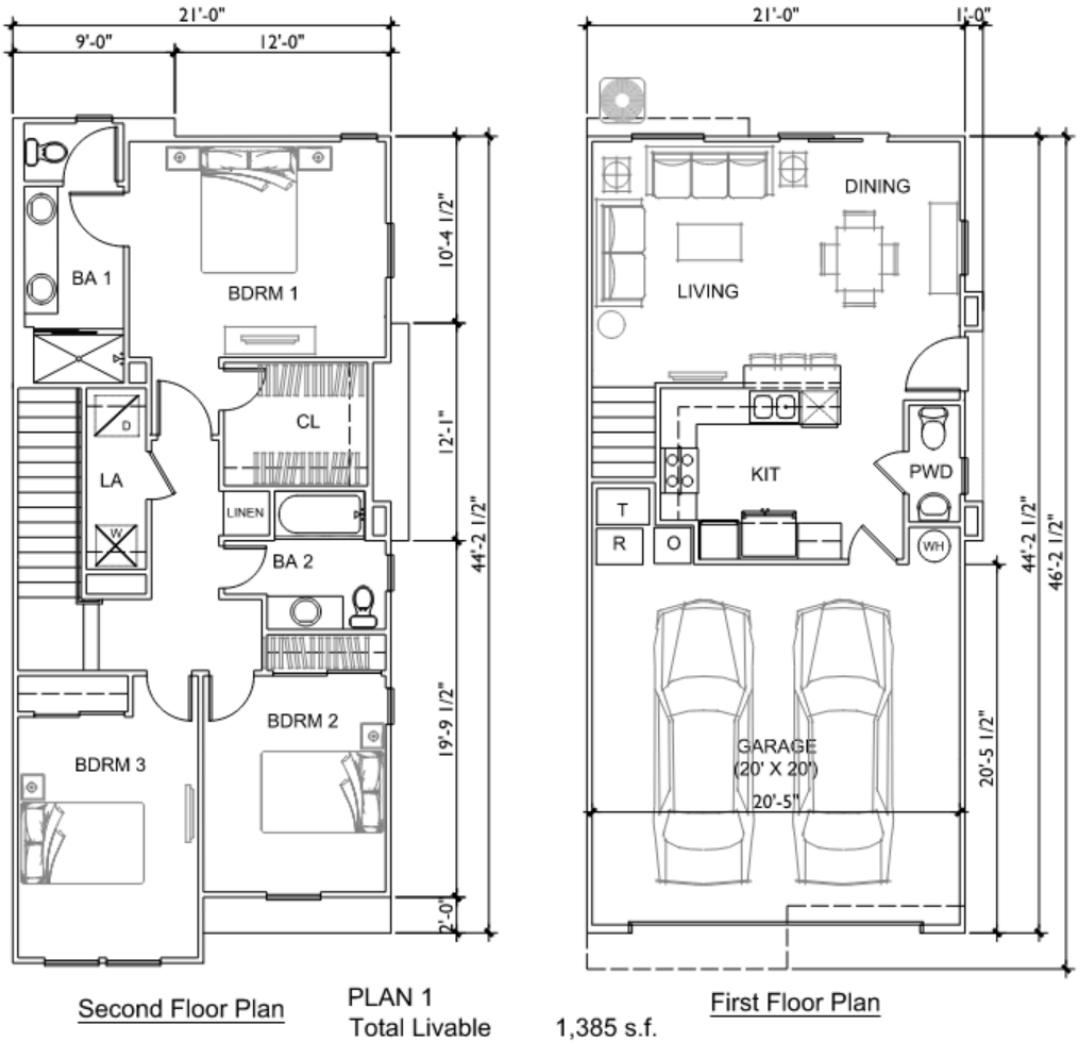




SECOND FLOOR PLAN



FIRST FLOOR PLAN



Second Floor Plan

PLAN 1
Total Livable 1,385 s.f.

First Floor Plan

EXHIBIT "C" -- INCOME LIMITS

As of June 23, 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: $106,500	Acutely Low	11200	12800	14400	16000	17300	18550	19850	21100
	Extremely Low	25850	29550	33250	36900	39900	44360	50040	55720
	Very Low Income	43050	49200	55350	61500	66450	71350	76300	81200
	Low Income	68900	78750	88600	98400	106300	114150	122050	129900
	Median Income	74550	85200	95850	**106500**	115000	123550	132050	140600
	Moderate Income	89450	102250	115000	127800	138000	148250	158450	168700

Note: Highlighted row indicates 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 .

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:	3	bedrooms	Fixed Input, as per Exhibit B
B	Adjusted for Household Size Appropriate for the Unit:	4	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:	$51,250	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:	$15,375	per year	Calculation; D x E
G	Monthly Housing Cost:	$1,281.25	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:	$1,031.25	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"
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	Apartment		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	27	31	34	38	41	45	48
	b. Bottle Gas	65	75	82	92	99	109	115
	c. Electric	32	40	53	63	74	84	95
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	23	32	44	52	61
Other Electric		51	60	83	107	131	159	180
Air Conditioning		27	33	50	69	85	100	133
Water Heating	a. Natural Gas	10	12	18	24	30	37	40
	b. Bottle Gas	24	29	44	58	73	90	96
	c. Electric	31	36	52	67	82	98	112
Water		54	56	73	99	125	151	171
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.

Name of Family

Address of Use

Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

Spreadsheet based on form HUD-52667 (4/2023).
ref. Handbook 7420.8

Previous editions are obsolete

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.

Form of
Purchaser Affordability Agreement

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 _____ (the property, improvements and rights related thereto are referred to as the "Project") which was developed by _____, (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. _____ (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 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 ($____) 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:

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 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 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 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 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 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 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 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.

(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.

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 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

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)

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:_____

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.
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_____

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.

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_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Address: STREET ADDRESS APN:

INSERT:
FULL LEGAL DESCRIPTION AT TIME OF SALE TO AFFORDABLE BUYER:

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.

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.

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.

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.

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, 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 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:_____

ACKNOWLEDGMENT

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)

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*]

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, _____ more fully described in Exhibit A of the Deed of Trust.
(Zip Code)

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:

(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.

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 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:

_____

_____

_____

Exhibit "B"

FONTANA
CALIFORNIA

CITY OF FONTANA CONDITIONS OF APPROVAL

PROJECT: Master Case No. 25-0051
Tentative Tract Map No. 25-0003
(TTM No. 20839)

DATE: August 18, 2026

LOCATION: 14907 S. Highland Avenue (APN: 0228-021-07)

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. 20839) 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. 25-0003 (TTM No. 20839) 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. 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.

BUILDING AND SAFETY DEPARTMENT:

10. 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.

11. 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.

12. 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.

13. 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.

14. The applicant shall have the tract or parcel map recorded prior to the issuance of the final Certificate of Occupancy.

15. 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

16. 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 shall be completed
    c. Compaction certification shall be completed
    d. Pad elevation certification shall be completed
    e. Rough grade inspection shall be signed off by a City Building Inspector

17. 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.

ENGINEERING DEPARTMENT – LAND DEVELOPMENT DIVISION

18. 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.

19. 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.

20. 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

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

22. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Non-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.

23. 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.

24. 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

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

26. If a CFD is required for the project 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

27. The Applicant shall record All map's, right-of-way dedications, vacations, easements, agreements as required for the development.

28. 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.

29. 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.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

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

31. 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.

32. Slurry seal roads affected by the development as directed by the inspector. Slurry seal

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

33. 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 MCN25-0051/TTM 20839 July 6th, 2026, replace any existing survey monuments damaged or removed during construction.

34. 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.

35. 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.

36. 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.

37. The WQMP Certification for BMP Completion and Final WQMP must be submitted to the City Project Engineer.

38. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for any building which a Certificate of Occupancy is requested.

39. Any existing street improvements damaged during construction shall be removed and replaced in kind to the current City Standards and Specifications, to the satisfaction of the City Engineer.

ENGINEERING DEPARTMENT – TRAFFIC DIVISION

40. 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 San Sevaine Road which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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

48. 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.

49. 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

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

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

SAN BERNARDINO COUNTY FIRE DEPARTMENT

52. 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.

53. 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.

54. 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.

55. 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.

56. Water System Residential: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B 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 six hundred (600) 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.

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

58. 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.

59. 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.

60. Fire Sprinkler-NFPA #13D: An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

61. 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.

62. 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 fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1

63. 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

64. 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

65. San Bernardino County Fire Standards/Codes: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS OF APPROVAL

Exhibit "C"

FONTANA
CALIFORNIA

CITY OF FONTANA CONDITIONS OF APPROVAL

PROJECT: Master Case No. 25-0051
Design Review Project No. 25-0020

DATE: August 18, 2026

LOCATION: 14907 S. Highland Avenue (APN: 0228-021-07)

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 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.

15. 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.

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

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

18. 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.

19. 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.

20. All garage doors shall be metal, sectional roll-up and have windows.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

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

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

ENGINEERING DEPARTMENT – LAND DEVELOPMENT DIVISION

35. 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.

36. 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.

37. 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

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

39. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Non-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.

40. 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.

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

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

42. The Applicant shall record All map's, right-of-way dedications, vacations, easements, agreements 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.

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.

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

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 MCN25-0051/TTM 20839 July 6th, 2026, 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 WQMP Certification for BMP Completion and Final WQMP must be submitted to the City Project Engineer.

53. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for any building which a Certificate of Occupancy is requested.

54. Any existing street improvements damaged during construction shall be removed and replaced in kind to the current City Standards and Specifications, to the satisfaction of the City Engineer.

ENGINEERING DEPARTMENT – TRAFFIC DIVISION

55. 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 San Sevaine Road which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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

63. 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.

64. 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

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

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

BUILDING AND SAFETY DEPARTMENT:

67. 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.

68. 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.

69. 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.

70. 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.

71. The applicant shall have the tract or parcel map recorded prior to the issuance of any Final Certificate of Occupancy.

72. 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

73. 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 shall be completed
    c. Compaction certification shall be completed
    d. Pad elevation certification shall be completed
    e. Rough grade inspection shall be signed off by a City Building Inspector

74. 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. Prior to any building permits being issued, the Final Tract Map shall be completed in a manner so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code.

SAN BERNARDINO COUNTY FIRE DEPARTMENT

75. 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.

76. 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.

77. 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.

78. 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.

79. Water System Residential: Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B 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 six hundred (600) 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.

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

81. 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.

82. 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.

83. Fire Sprinkler-NFPA #13D: An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

84. 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.

85. 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 fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1

86. 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

87. 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

88. San Bernardino County Fire Standards/Codes: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS OF APPROVAL

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. 25-0051; Tentative Tract Map No. 25-0003 (TTM No. 20839) & Design Review No. 25-0020**
2. Project Applicant (include address, telephone number and email address):	**Chris Courtney** **Monte Vista Homes** **PO Box 9599** **Alta Loma, CA 91701** **chris@montevistahomes.us** **(951) 314-8457**
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 14907 S. Highland Avenue, (APN: 0228-021-07)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is a request to approve subdivision of 3.5 acres into 46 lots for development and a request to approve site and architectural design for 46 townhome units within 23 duplex buildings with associated site improvements, along with an Affordable Housing Density Bonus Agreement together with related covenant, conditions, restrictions providing for a minimum of two affordable housing units in accordance with the state density bonus law.**

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:	**Chris Courtney** **Monte Vista Homes** **PO Box 9599** **Alta Loma, CA 91701** **chris@montevistahomes.us** **(951) 314-8457**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b)(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Infill Development) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	
9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development). The Project 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:	Cecily Session-Goins, Senior Planner (909) 350-6723
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☐ No ☐ If yes, the date of the public hearing was: August 18, 2026	

Date:

_____

Signature

Name: DiTanyon Johnson
Title: Planning Manager

☒ 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.

* At the August 4, 2026, meeting, the Fontana Planning Commission continued the item to the meeting August 18, 2026.

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 No. 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section No. 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 Planning Department by calling (909) 350-6718. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting.

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

Master Case No. (MCN) 25-0051; Tentative Tract Map No. 20839 (TTM No. 25-0003) and Design Review Project (DRP) No. 25-0020

A Tentative Tract Map request to subdivide 3.46 acres into 46 residential lots and two (2) letter lots along with a Design Review request for the site and architectural approval of 46 residential duplex units including two (2) affordable housing units and associated amenities and site improvements. The project also includes an associated Density Bonus and an Affordable Housing Agreement and Declaration of Covenants, Conditions & Restrictions.

Environmental Determination: This project is categorical exempt pursuant to Section 15332, Class 32 (In-fill Development) of the California Environmental Quality Act (CEQA), and Section 3.22 (Categorical Exemption) of the 2019 City of Fontana Local Guidelines for Implementing the California Environmental Quality Act.

Location of Property: 14907 San Sevaine Avenue
(APN: 0228-021-07)

Date of Hearing: August 4, 2026

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

Time of Hearing: 6:00 PM



Should you have any questions concerning this project, please contact **Cecily Session-Goins, Senior Planner**, at (909) 350-6723 or by e-mail at csgoins@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 IN THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER IDENTIFIED ABOVE FOR INFORMATION.

IF YOU CHALLENGE ANY ACTION TAKEN CONCERNING THIS ITEM IN COURT, 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 PROVIDED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Published: July 24, 2026
S.B. Sun Newspaper

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

Planning Commission

File #: 26-1192
Agenda #: DC-A

Agenda Date: 8/18/2026
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 18, 2026

The items listed below are for agenda forecast purposes and are subject to change.

CITY COUNCIL AUGUST 25, 2026	PLANNER	PLACEMENT

Meeting cancelled.

CITY COUNCIL SEPTEMBER 8, 2026	PLANNER	PLACEMENT

No items scheduled for this meeting.

FONTANA
CALIFORNIA

MEMORANDUM

TO: Planning Commission

FROM: Patty Nevins, Director of Planning PN

RE: Agenda for Upcoming Planning Commission Items

DATE: August 18, 2026

The items listed below are for agenda forecast purposes and are subject to change.

PLANNING COMMISSION SEPTEMBER 1, 2026	PLANNER	PLACEMENT

1. MCN# 26-0029; MCA#26-0004
   Fontana Municipal Code Amendments to Chapter 30 (Zoning and Development Code) adopt objective design standards for residential and mixed-use development projects
   Citywide — Cecily Session-Goins — Public Hearing