8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

Planning Commission

File #: 21-2863
Agenda #: PH-E

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

FROM:
Planning Department

TITLE:
Master Case No. 23-013: General Plan Amendment (GPA) No. 23-001, Zoning District Map Amendment (ZCA) No. 23-002, Specific Plan Amendment (SPA) No. 23-001, Tentative Parcel Map 20795 (TPM) No. 23-003, Administrative Site Plan Review (ASP) No. 23-006 and Development Agreement No. (AGR) 23-001 - A request to amend the General Plan land use designation from Residential Planned Community (R-PC) to General Industrial (I-G), a Zoning District Map amendment to amend the zoning designation from Residential Planned Community (R-PC) to Specific Plan (SP), a Specific Plan Amendment to include the project site in the Southwest Industrial Park Specific Plan (SWIP), a Tentative Parcel Map for the consolidation of two (2) parcels into one (1) parcel, and an Administrative Site Plan for the site and architectural review to construct a 33,585 square foot industrial commercial center building within a project site comprised of approximately 1.6 acres, and a Development Agreement including provision for a public benefit fee, pursuant to a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. The project will include site improvements of parking, landscaping, and other associated on-site and off-site improvements on approximately 1.6-acre site. The applicant has also prepared a development agreement.

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 PC No. 2024 - ____, and forward a recommendation to the City Council to:

1. Adopt a resolution approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and direct staff to file a Notice of Determination; and,

2. Adopt a resolution approving General Plan Amendment (GPA) No.23-001; and,

3. Adopt an ordinance approving Zoning District Map Amendment (ZCA) No. 23-002; and,

4. Adopt an ordinance approving Specific Plan Amendment (SPA) No. 23-001; and,

5. Adopt a resolution approving Tentative Parcel Map No. 20795 (TPM No. 23-003); and,

6. Adopt a resolution approving Administrative Site Plan Review (ASP) No. 23-006; and,

7. Adopt an ordinance approving the Development Agreement (AGR) No. 23-001.

APPLICANT:
Chase Partners

6444 San Fernando Road, #3944
Glendale, CA 91221

LOCATION:
The project site is located on the east side of Juniper Avenue, south of Santa Ana Avenue and north of Jurupa Avenue; (APNs: 0255-101-24 and 0255-101-30).

REQUEST:
General Plan Amendment (GPA) No. 23-001 - A request to amend the land use designation from Residential Planned Community (R-PC) to General Industrial (I-G).

Zoning District Map Amendment (ZCA) No. 23-002 - A Zoning District Map amendment to amend the zoning designation from Residential Planned Community (R-PC) to Specific Plan (SP).

Specific Plan Amendment (SPA) No. 23-001 - A Specific Plan Amendment to include the project site in the Southwest Industrial Park Specific Plan (SWIP).

Tentative Parcel Map No. 20795 (TPM) No. 23-003 - A Tentative Parcel Map for the consolidation of two (2) parcels into one (1) parcel.

Administrative Site Plan Review (ASP) No. 23-006 - An Administrative Site Plan for the site and architectural review to construct a 33,585 square foot industrial commerce center building.

Development Agreement No. (AGR) 23-001 - A request for a Development Agreement to include payment of a public benefit fee.

PROJECT PLANNER:
Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:
Land Use Designations:

	General Plan	Zoning / Specific Plan	Existing Land Use
Site	Residential Planned Community (R-PC)	Residential Planned Community (R-PC)	Vacant
North	Public Facilities (P-PF)	Public Facilities (P-PF)	Post office
South	General Industrial (I-G)	Specific Plan (SP) – SWIP – Slover East Industrial District (SED)	Industrial commerce facility
East	Walkable Mixed-Use I (WMXU-1)	Form Based Code – Transitional Subdistrict	Retail store
West	Residential Planned Community (R-PC)	Residential Planned Community (R-PC)	South Fontana Park

SWIP – Southwest Industrial Park Specific Plan

PROJECT DESCRIPTION:

A. Site Area: 1.6 acres

B. Building Analysis

Office:	1,350 square feet
Mezzanine:	1,650 square feet
Warehouse:	30,585 square feet
Total Area	33,585 square feet

C. Building Height:

Maximum Allowed:	60 feet
Proposed:	40 feet

D. Vehicle Parking Analysis:

Required:	38 spaces
Proposed:	43 spaces

E. Loading Spaces:

Required:	1 space
Provided:	2 spaces

F. Landscaping:

Minimum Required:	10,393 square feet (15%)
Proposed:	10,518 square feet (15.2%)

ANALYSIS:

The applicant, Chase Partners, is requesting that the Planning Commission review and forward a recommendation of approval to the City Council for a general plan amendment to amend the general plan land use designation from Residential Planned Community (R-PC) to General Industrial (I-G), a Zoning District Map Amendment to amend the zoning designation from Residential Planned Community (R-PC) to Specific Plan (SP), a Specific Plan Amendment to include the project site in the Slover East Industrial District (SED) of the Southwest Industrial Park Specific Plan (SWIP), a Tentative Parcel Map to consolidate two (2) parcels into one (1) parcel, an Administrative Site Plan for the development of the project site with a 33,505 square foot industrial commerce building and associated improvements, and a Development Agreement to include a public benefit fee.

General Plan Amendment (GPA) No. 23-001: The current general plan land use designation of Residential Planned Community (R-PC) for the project site does not allow for industrial commerce centers. The project would amend the general plan land use designation of the project site from Residential Planned Community (R-PC) to General Industrial (I-G) to accommodate the development a new industrial commerce facility. The General Industrial designation would be consistent with adjacent industrial designations on southerly adjacent property, and supports general plan goals, including:

Chapter 13, Goal No. 1, Action A: Establish a balance of industrial and manufacturing development along with services, especially in sectors with living wage jobs. The developer is proposing to construct an industrial commerce building, which will require construction labor. Labor leaders have

emphasized that construction jobs support families. Additionally, the operations of the industrial commerce building will require employees for day-to-day operations, which will in turn provide jobs for local communities in the long term.

Zoning District Map Amendment (ZCA) No. 23-002 and Specific Plan Amendment (SPA) No. 23-001: The applicant is requesting to amend the zoning designation of the project site from Residential Planned Community (R-PC) to Specific Plan (SP) to accommodate the proposed development. More specifically, the applicant is requesting to include the project site in the Slover East Industrial District (SED) of the Southwest Industrial Park Specific Plan (SWIP). The SP zoning designation and SED SWIP land use designations would be consistent with the land use designation on the southerly adjacent property and would be consistent with the proposed general plan land use designation.

Tentative Parcel Map No. 20795 (TPM No. 23-003): The proposed project includes the consolidation of two (2) parcels into one (1) parcel, as well as the required street dedication and improvements. The consolidated parcel meets the development standards of the SWIP's SED land use district and will support the development of a new industrial facility.

Administrative Site Plan Review (ASP) No. 23-006: The development will be comprised of a 33,505 square foot industrial commerce facility inclusive of 3,000 square feet of office space (1,350 square feet on the ground floor and 1,650 square feet in a second level mezzanine), and 30,585 square feet of warehouse space with 3 loading dock spaces on approximately 1.6 acres. The developer will construct the necessary on-site and off-site improvements required by City standards. The building's tower element at the main entrance, glass features, painted bands and articulated window framing with glazing provide structural and visual interest. The applicant has incorporated a variety of architectural features on all sides of the building to meet or exceed the design standards for the Slover East Industrial District of Southwest Industrial Park Specific Plan.

The project site is physically suitable in size and shape to support the development of the proposed industrial commerce center building. The applicable building, zoning and fire codes and standards will be incorporated into the project and will make for a safe, attractive, and well-designed project. As proposed, the project site is consistent with the standards of the Slover East Industrial District of the Southwest Industrial Park Specific Plan and all requirements of the Industrial Commerce Centers Sustainability Standards Ordinance. The proposed project has been designed to be compatible with the industrial and commercial uses in the immediate vicinity.

Grading / Walls

The project site is relatively flat. Retaining walls will not be necessary as the project site has a similar grade as the adjoining parcels. An existing eight-foot-tall block wall will remain in place on a portion of the eastern property line, which separates the project site from large retail store (Home Depot) development. Eight-foot-tall tubular steel fencing will be installed on a portion of the northern, southern, and eastern property lines. The site will be secured with an eight-foot-tall tubular steel gate flanked by and anchored to 14-foot-tall concrete screen walls.

Site Access / Circulation / Parking

Due to the size of the site, there will be one access point shared by passenger cars and trucks on Juniper Avenue. Passenger car parking is located along the central drive aisle outside and inside of the truck court area. Trucks will be required to travel south toward Jurupa Avenue when departing

the project site.

Development Agreement (AGR) No. 23-001: The project includes a development agreement that includes the payment of a public benefit fee of $150,896.25.

SB330: As currently zoned, this property would have allowed for the development of one (1) residential unit. To comply with California's Housing Crisis Act of 2019 (SB330), the project will participate with the City of Fontana Municipal Code Chapter 30 Article XV "No Net Loss Density Bonus/Replacement Program." The one (1) unit will be available as a density bonus for other residential properties throughout the city. The program will enable, on a first come, first served basis, density bonuses of up to 20% on other residential parcels until the one (1) residential unit is reclaimed within future planned residential projects.

Pursuant to FMC section 30-967, the Unit Bank cannot exceed 2,200 units. The Unit Bank currently has 1,615 units. This one (1) unit will be added to the Unit Bank increasing the number of units in the Unit Bank to 1,616, which is less than the 2,200 units authorized by the FMC.

Environmental

An Initial Study /Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program has been prepared for this project pursuant to the California Environmental Quality Act (CEQA) and the 2019 Local Guidelines for Implementing CEQA. Based on the information in the Initial Study (IS), with the incorporation of Mitigation Measures the IS concludes that the project could not have a significant effect on the environment as a result of project implementation. A Notice of Determination has been prepared for the Planning Commission's consideration. The IS/MND along with Mitigation Monitoring and Reporting Program for this project can be found at <https://www.fontanaca.gov/2137/Environmental-Documents>. The Notice of Intent to Adopt an IS/Mitigated Negative Declaration and Public Hearing Notice was issued on February 23, 2024, for a public comment period of February 27, 2024 to March 18, 2024. As of the date of posting of this agenda, no comments were received.

MOTION:

Approve staff's recommendation

ATTACHMENTS:

1. Vicinity Map
2. Project Plans
3. Exhibit for General Plan Amendment
4. Exhibit for Zone Change and Specific Plan Amendment
5. Planning Commission Resolution, Findings and Conditions of Approval
6. Development Agreement
7. Notice of Intent to Adopt a Mitigated Negative Declaration and Public Hearing Notice

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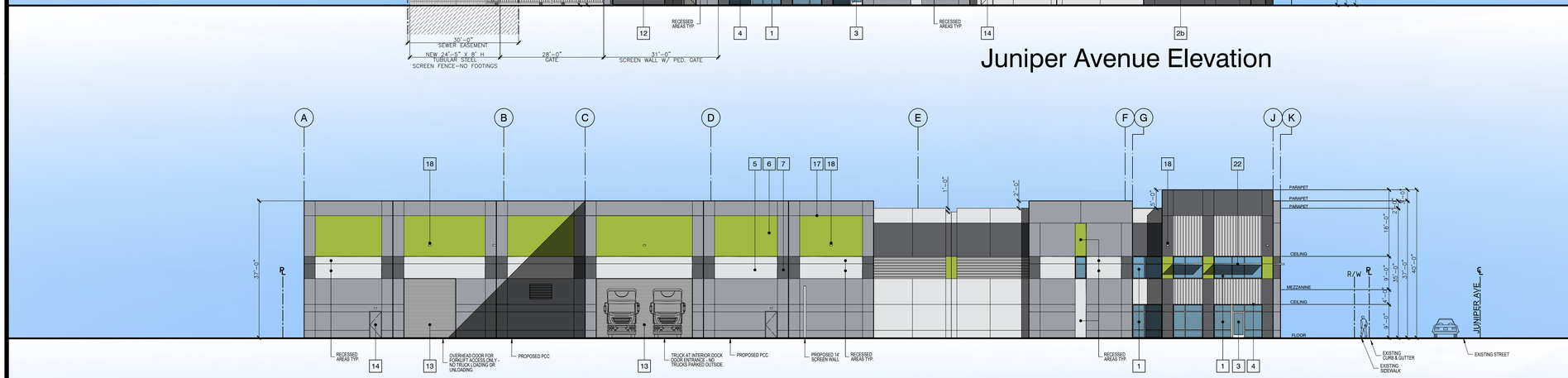
CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

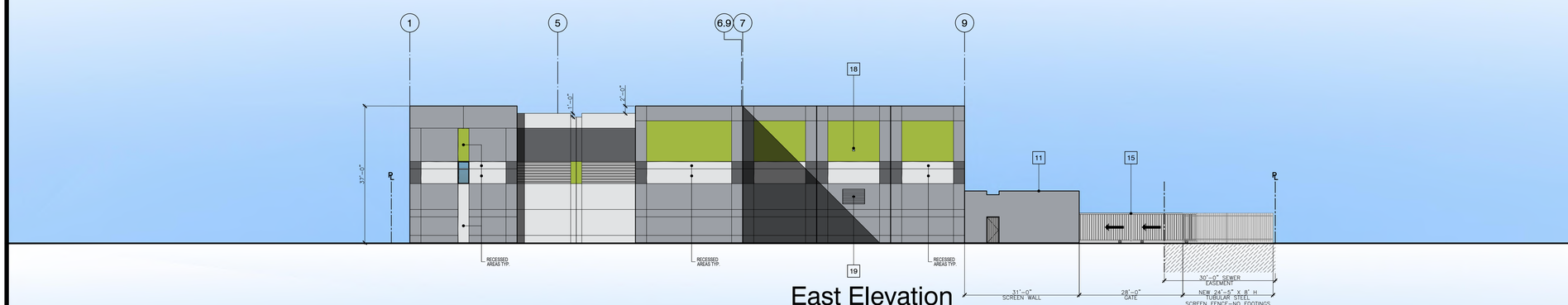
DATE: March 19, 2024

CASE: Master Case No. 23-013, General Plan Amendment No. 23-001, Zoning Code (Map) Amendment No. 23-002, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-003, Administrative Site Plan No. 23-006, Development Agreement No. 23-001

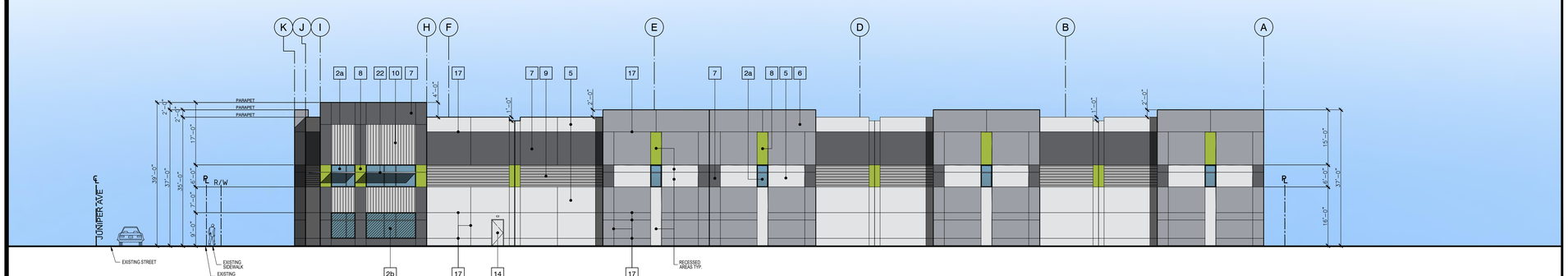
Juniper Avenue Elevation



North Elevation



East Elevation



South Elevation

SCALE 1/16"=1'-0"

Elevation Notes

1	VISION GLASS - OFFICE:	VITRO AG 1" IGU SOLARBAN 60 (2) PACIFICA + CLEAR LOW-E BLUE.
2a	VISION GLASS - WAREHOUSE:	VITRO 1/4" INCH MONOLITHIC SOLARBAN 60 PACIFICA LOW-E BLUE
2b	SPANDREL OVER CONCRETE:	VITRO 1/4" MONOLITHIC SOLARBAN 60 PACIFICA W/ MEDIUM GRAY OPACIFIER BLUE
3	ALUMINUM STOREFRONT:	FRONT SET GLAZED SYSTEM CLEAR ANODIZED W/ NARROW STILE ENTRY DOORS
4	SOFFIT:	MORIN PRIMO PSR-12-2 ZINC. SEE WALL SECTIONS & DETAILS.
5	CONCRETE TILT-UP WALL:	SMOOTH FINISH DUNN-EDWARDS COLOR: COLD WIND DE6351
6	CONCRETE TILT-UP WALL:	SMOOTH FINISH DUNN-EDWARDS COLOR: GRAY WOLF DE6354
7	CONCRETE TILT-UP WALL:	SMOOTH FINISH DUNN-EDWARDS COLOR: SHEET METAL DE6356
8	CONCRETE TILT-UP WALL:	SMOOTH FINISH DUNN-EDWARDS COLOR: CLIPPED GRASS DE5552
9	CONCRETE TILT-UP WALL:	1 1/2" DEEP FLUTED RIB PATTERN FITZGERALD FORMLINERS #14306
10	METAL ACCENT PANEL:	MORIN MATRIX MX-1 WALL SERIES. PERFORATED ZINC PANELS. PERFORATION PATTERN: 1/8" HOLE 1/4" SPACING 23% OPEN AREA.
11	SCREEN WALL:	EXTERIOR ENAMEL DUNN-EDWARDS COLORS AS SHOWN ON ELEVATION.
12	TRASH ENCLOSURE:	SMOOTH FINISH DUNN EDWARDS COLOR: GRAY WOLF DE6354
13	OVERHEAD DOORS:	EXTERIOR ENAMEL DUNN-EDWARDS COLOR TO MATCH ADJACENT WALL COLOR.
14	EXIT DOORS:	HOLLOW METAL DOOR & FRAME EXTERIOR ENAMEL DUNN-EDWARDS COLOR TO MATCH ADJACENT WALL COLOR.
15	STEEL GATES:	2-SECTION ROLLING STEEL FRAMED GATE & PEDESTRIAN GATE WITH PERFORATED CORRUGATED METAL SCREEN.
16	ADDRESS SIGN LOCATION:	12" HEIGHT RAISED CHANNEL LETTERING INTERNALLY ILLUMINATED.
17	1 1/2" PANEL REVEALS.	SEE STRUCTURAL DETAILS
18	EXTERIOR WALL LIGHTING:	SEE ELECTRICAL PLANS.
19	VENTING LOUVERS:	SEE MECHANICAL PLANS.
20	HVAC UNIT OR ROOF HATCH LOCATION:	HIDDEN ON ALL SIDES BY PARAPETS. SEE ROOF & MECHANICAL PLANS.
21	ROOF LINE:	SEE ROOF PLAN.
22	WINDOW CANOPY:	ARCADIA SUN SHADE BRISE SOLEIL STANDARD SERIES BSS005 ALUMINUM. SEE ELEVATIONS & DETAILS.

Exterior Color & Material Legend

5	6	7
Dunn-Edwards Cold Wind DE6351	Dunn-Edwards Gray Wolf DE6354	Dunn-Edwards Sheet Metal DE6356
8	**9**	**10**
Dunn Edwards Clipped Grass DE5552	Horizontal Fluted Rib Concrete Fitzgerald Formliner Pattern #14306	Morin Matrix MX-1 Wall Series Zinc Perforated Panels

LICENSED ARCHITECT
C13473
REN: 5/31/25
STATE OF CALIFORNIA

CARTER GROUP ARCHITECTS INC.

222 W. Avenida
San Antonio
San Clemente
CA 92672
TEL
949 498 3535
EMAIL
carter@
cartergroup.net

developer

CHASE PARTNERS LTD

6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

MCN23-000013
PAM22-000153

sheet

Exterior Colored Elevations

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 (1)	PLOT DATE 8/31/23
REVISIONS PLAN CHECK 2 0/00/23 (2)	SCALE
REVISIONS TYPE DATE (3)	SHEET NO.
(4)	A3.1
(5)	OF SHEETS

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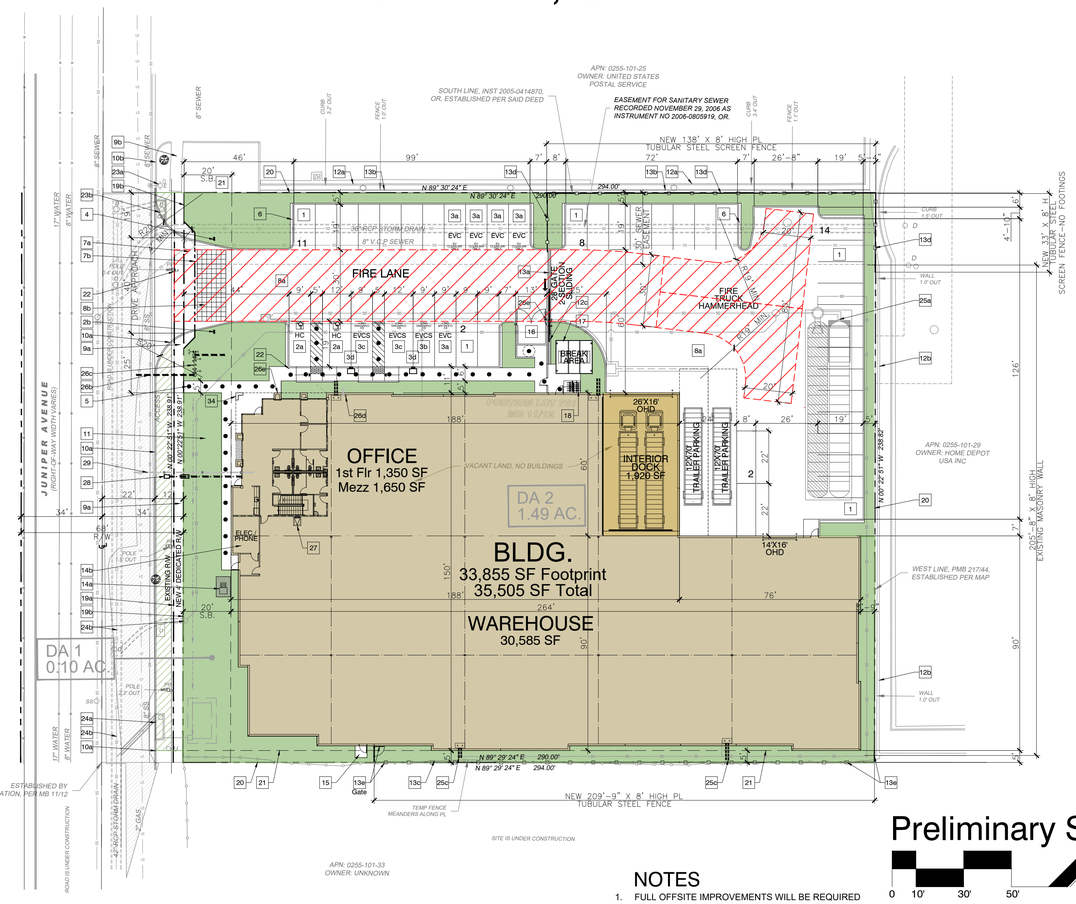
ATTACHMENT NO. 2

FONTANA BUSINESS CENTER 3

FONTANA, CA



Preliminary Site Plan

0 10' 30' 50'

SCALE 1"=30'

N

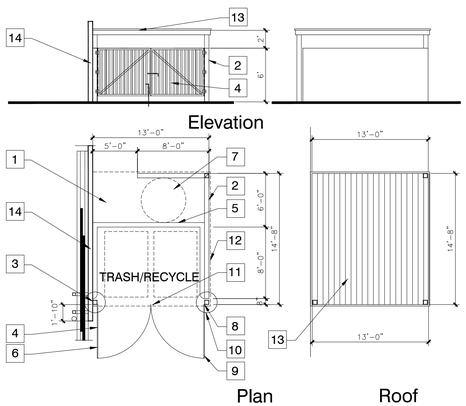
Scheme 1.5.1
8/31/23

NOTES

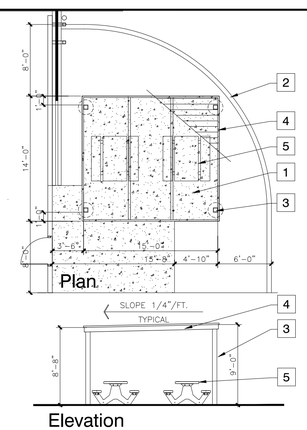
1. FULL OFFSITE IMPROVEMENTS WILL BE REQUIRED
2. UNDERGROUND ALL EXISTING OVERHEAD UTILITY SERVICE LINES
3. SEWER AVAILABLE FOR CONNECTION ON SITE OR ON JUNIPER AVE
4. STORM DRAIN IS AVAILABLE ON JUNIPER AVE FOR STORM WATER MITIGATION

Notes

1. 6" PCC ENCLOSURE SLAB OVER 90% COMPACTED BASE. 2% MAXIMUM SLOPE TO DRAIN.
2. 5 1/2" THICK CONCRETE TILT-UP WALLS, 6' HIGH PAINTED TO MATCH BUILDING FINISH AND COLOR. SEE STRUCTURAL DRAWINGS.
3. 6" SQUARE 1/4" THICK GALV. STEEL JAMB TUBES, CONCRETE FILLED, WITH 2" CLEARANCE BETWEEN TUBE AND WALLS.
4. 16 GA. RIBBED GALV. METAL GATES WITH 2"X2"X1/4" GALV. STEEL ANGLE IRON FRAME AND DIAGONAL BRACING. PROVIDE SECURITY LOCKS FOR ALL GATES. CONTINUOUS WELD AT ALL JOINTS. PAINT GATES TO MATCH WALLS.
5. 6"X6" PCC CURB.
6. 6" THICK PCC PAVING OVER 90% COMPACTED BASE, 2% MAXIMUM SLOPE.
7. 60" DIAMETER MINIMUM CLEAR TURNING CIRCLE.
8. GALV.METAL HINGE, CONTINUOUSLY WELDED TO GATE AND JAMB TUBE.
9. 3/16" GALV. METAL PLATE AND SLIDE BOLT ASSEMBLY WELDED IN PLACE. PROVIDE SECURITY LOCK.
10. 14"X36" PCC FOOTING.
11. 3/4" DIA. GALV. CANE BOLT AND CANE BOLT RECEPTACLE.
12. ROOF LINE ABOVE.
13. TAYLOR METAL 4.0 RIB METAL ROOF ZINC GREY SRI-39 WITH STEEL CHANNEL EDGE. SEE STRUCTURAL.
14. CONC. TILT-UP SCREEN WALL SEE SITE PLAN & ELEVATIONS.



Trash/Recycle Enclosure 1/8"=1'-0" 2



Notes

1. 4" THICK PCC BREAK AREA PAVING SLAB WITH LIGHT BROOM FINISH OVER 90% COMPACTED BASE. 2% MAXIMUM SLOPE TO DRAIN.
2. 6" CONC. CURB.
3. 6" SQUARE 3/16" THICK GALV. STEEL POST SUPPORTS WITH 16" DIA X 36" DEEP CONCRETE FOOTING. SEE STRUCTURAL.
4. TAYLOR VERSA-SPAN SNAP-LOCK 12" STRIATIONS METAL ROOF ZINC GREY SRI-39 WITH GALVANIZED STEEL CHANNEL EDGE AND INTERMEDIATE SUPPORTS. SEE STRUCTURAL.
5. 2-WAUSAU TF3236 TN60 CONCRETE TABLES WITH BENCHES STANDARD GROUND AND POLISHED G20 WHITE WITH ONE CONCRETE WASTE CONTAINER TF1165 W20 WHITE FINISH AND PLASTIC TOP COLOR 6 GRAY.

Employee Break Area 1/8"=1'-0" 1

Applicant

CHASE PARTNERS
6444 San Fernando Road, #3944
Glendale, CA 91221
Attn: David Parker
310.689-7600 | chasepartners@yahoo.com

Architect of Record

CARTER GROUP ARCHITECTS, INC. SHALL BE RESPONSIBLE FOR REVIEWING AND COORDINATING ALL SUBMITTAL DOCUMENTS PREPARED BY OTHERS, INCLUDING DEFERRED SUBMITTAL ITEMS, FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING.

Sheet Index

CIVIL
C.1 TITLE SHEET
C.2 PRELIMINARY GRADING
C.3 GRADING SECTIONS
C.4 DETAILS
ARCHITECTURAL
A1.1 SITE PLAN & PROJECT INFORMATION
A1.1F SITE TRUCK PATHS EXHIBIT
A2.1 FIRST FLOOR PLAN
A2.2 MEZZANINE FLOOR PLAN
A2.3 ROOF PLAN
A3.1 COLORED ELEVATIONS
A3.1.1 EXTERIOR VIEWS
LANDSCAPE
L1-1 CONCEPTUAL LANDSCAPE PLAN
L1.1C CONCEPTUAL LANDSCAPE PLAN COLOR

Site Plan Legend

- WAREHOUSE/OFFICE
- INTERIOR DOCK
- LANDSCAPE
- FIRE TRUCK PATH

Site Plan Notes

1. NEW TYPICAL PARKING STALLS WITH 3" WIDE DOUBLE STALL STRIPING PER ACCESS MANAGEMENT STD. 1018.
2a. NEW TWO STANDARD AND ONE VAN ACCESSIBLE PARKING SPACE. SEE DETAIL. (7/A1.2)
2b. NEW ACCESSIBLE PARKING SIGN AT DRIVEWAY ENTRANCE. SEE DETAIL. (12/A1.2)
3a. NEW EV CAPABLE (EVC) PARKING SPACES WIRED FOR FUTURE ELECTRIC CHARGING CGC SECT 5.106.5.3.1 (10-S2/A1.2)
3b. NEW EVCS (EV CHARGING STATION) PARKING SPACES WITH INSTALLED ELECTRIC VEHICLE CHARGING STATION CGC SECT 5.106.5.3.2 (7/A1.2)
3c. NEW STANDARD OR VAN ADA ACCESSIBLE EVCS PARKING SPACE WITH INSTALLED ELECTRIC VEHICLE CHARGING STATION CBC TABLE 11B-228.3.2.1
3d. ELECTRIC VEHICLE CHARGING STATION LOCATION SIGN PER CALTRANS TRAFFIC OPERATIONS POLICY DIRECTIVE 13-01 2020 AND ADA CLEAR ACCESS SPACE IF LOCATED ON ACCESSIBLE PATH.
4. NEW TRUCK EXIT DIRECTION SIGN STATING **"ALL TRUCK TRAFFIC EXIT LEFT ONLY"**
5. NEW ACCESSIBLE PATH OF TRAVEL TO BUILDING ACCESS POINTS AS SHOWN.
6. NEW 12" WIDE CONCRETE PAVER STRIP IN PLANTERS NEXT TO PARKING SPACES.
7a. NEW 40' WIDE CONCRETE DRIVE APPROACH PER AGENCY STANDARDS WITH A 48" WIDE MINIMUM CLEAR PATH OF TRAVEL ACROSS DRIVEWAY.
7b. NEW DEDICATED RIGHT-OF-WAY AT NEW CONCRETE DRIVE PER CITY REQUIREMENTS.
8a. NEW CONCRETE PAVING OVER BASE PER CIVIL PLANS.
8b. NEW SALT FINISH CONCRETE ACCENT WITH SAW CUT GRID @ 24" O.C. COLOR TO MATCH BUILDING.
9a. NEW 5' CONCRETE PUBLIC SIDEWALK PER CITY STANDARD 1006. SEE CIVIL PLANS.
9b. EXISTING CONCRETE SIDEWALK. SEE CIVIL PLANS.
10a. NEW 8" CONCRETE CURB. SEE CIVIL PLANS.
10b. EXISTING CONCRETE CURB. SEE CIVIL PLANS.
11. NEW LANDSCAPE AREA. SEE LANDSCAPE PLANS.
12a. EXISTING CURB ON ADJACENT PROPERTY. SEE CIVIL.
12b. EXISTING 8' HIGH CMU SCREEN WALL ON ADJACENT PROPERTY. SEE CIVIL.
12c. NEW 14' HIGH CONCRETE TILT-UP SCREEN WALLS TRUCK YARD ENCLOSURE. SEE EXTERIOR ELEVATIONS.
13a. NEW 8'H X 28'W POWERED 2-SECTION SLIDING STEEL GATE W/ PROTECTIVE GUARD POSTS ON ONE SIDE & MESH SCREENING ALL PAINTED TO MATCH BUILDING. GATE CONSTRUCTION TO MEET CITY FIRE STANDARDS. PROVIDE KNOX OVERRIDE SWITCH.
13b. EXISTING FENCE ON ADJACENT PROPERTY. SEE CIVIL PLANS.
13c. EXISTING TEMP. FENCE ON PL TO BE REMOVED. SEE CIVIL PLANS.
13d. NEW 8' HIGH TUBULAR STEEL FENCE WITH PERFORATED METAL SCREENING TO MEET CITY REQUIREMENTS. **NO FOOTINGS AT SEWER EASEMENT.**
13e. NEW 8' HIGH TUBULAR STEEL FENCE WITH MAN GATE AS SHOWN. SEE DETAILS.
14a. PROPOSED TRANSFORMER LOCATION WITH PROTECTIVE BOLLARDS AND LANDSCAPE SCREENING AS REQUIRED.
14b. NEW ELECTRICAL, PHONE & ALARM ROOM LOCATION. SEE ELECTRICAL PLANS
15. NEW 60"X60" MIN. REQUIRED LEVEL LANDING AT ALL EXTERIOR DOORS TO MEET TITLE 24 REQUIREMENTS. (2/A1.1)
16. NEW TRASH/RECYCLE ENCLOSURE WITH TILT-UP WALLS PAINTED TO MATCH BUILDING WITH TRELLIS COVER AND ACCESSIBLE PATH OF TRAVEL. SEE DETAIL. (1/A1.1)
17. NEW EMPLOYEE BREAK AREA WITH 2 TABLES & 12 CHAIRS WITH OVERHEAD SHADE STRUCTURE & TRASH RECEPTACLE. ALL OUTDOOR FURNITURE IN THE BREAK AREA SHALL BE PERMANENT, UNIFORM AND OF DURABLE MATERIALS. SEE DETAIL.
18. NEW HUNTCO RAMBLER-S-FLG BICYCLE RACK WITH GALVANIZED FINISH. SEE SITE DETAILS.
19a. EXISTING STREET RIGHT-OF-WAY. SEE CIVIL PLANS.
19b. NEW 4' DEDICATED STREET RIGHT-OF-WAY. SEE CIVIL PLANS.
20. PROPERTY LINE. SEE CIVIL PLANS.
21. PROPERTY LINE SETBACK. SEE CIVIL PLANS.
22. EXISTING POLE TO BE REMOVED. SEE CIVIL PLANS.
23a. EXISTING STREET LIGHT SEE CIVIL PLANS.
23b. DEMOLISH & REMOVE EXISTING CATCH BASIN AND LATERAL. SEE CIVIL PLANS.
24a. NEW CURB OPENING, CATCH BASIN & LATERIAL. SEE CIVIL PLANS.
24b. EXISTING STORM DRAIN & MANHOLE. SEE CIVIL PLANS.
25a. NEW STORMWATER BIOFILTRATION SYSTEM. SEE CIVIL PLANS.
25b. NOT USED.
25c. NEW ROOF DOWNSPOUT AND OVERFLOW DRAIN. SEE CIVIL DRAWINGS.
26a. NEW FIRE HYDRANT LOCATION SEE FIRE PLANS.
26b. NEW FIRE WATER UG LINE. SEE FIRE PLANS.
26c. NEW FIRE DEPARTMENT CONNECTION WITH DETECTOR CHECK ASSEMBLY. SEE FIRE PLANS & LANDSCAPE PLANS FOR SCREENING.
26d. NEW FIRE SPRINKLER RISER WITH PROTECTIVE BOLLARDS IN CONFORMANCE WITH CFC SEC. 312. SEE FIRE PLANS.
26e. NEW KNOX KEY SWITCH LOCATION PER FIRE DEPARTMENT REQUIREMENTS.
27. ROOF LADDER/HATCH ACCESS LOCATION. SEE ROOF PLAN.
28. NEW WATER METER LOCATION. SEE CIVIL PLANS.
29. NEW SEWER LATERAL TO BUILDING. SEE CIVIL PLANS.
30. NEW SITE PARKING LOT POLE LIGHT. SEE ELECTRICAL DRAWINGS.
31. NEW TELEPHONE SERVICE. SEE ELECTRICAL PLANS.
32. NEW LANDSCAPE IRRIGATION METER. SEE LANDSCAPE PLANS.
33. NEW IRRIGATION CONTROLLER SEE LANDSCAPE PLANS.
34. NEW BUILDING ADDRESS LOCATION SEE EXTERIOR ELEVATIONS.
35. EXISTING STRUCTURE ON ADJACENT PROPERTY. SEE CIVIL PLANS.

Job Address

Juniper Avenue

ASSESSOR'S PARCEL NUMBER
APN 0255-101-24-0-000 & 0255-101-30-0-000

Code Analysis

SITE AREA	1.59 NET ACRES (69,271 SF) 1.61 GROSS ACRES (70,226 SF)
ZONE	I-G (GENERAL INDUSTRIAL)
LAND USE	SLOVER EAST INIDUSTRIAL DISTRICT WAREHOUSE
FLOOR AREA RATIO	0.60 FAR
MAXIMUM HEIGHT	60 FEET
FRONT YARD SETBACK	20 FEET
STREET SIDE YARD	20 FEET
INTERIOR SIDE YARD	NONE
REAR YARD	NONE
PARKING SETBACK	20 FEET
LANDSCAPE	15% GFA
OCCUPANCY TYPE	B OFFICE
NONSEPARATED CBC 508.3	S-1 WAREHOUSE
CONSTRUCTION TYPE	III-B FULLY SUPERVISED E.S.F.R. AUTOMATIC FIRE SPRINKLER SYSTEM
NUMBER OF STORIES	ONE
ACTUAL BUILDING HEIGHT	38'-0"
EXTERIOR BEARING WALLS	
CBC TABLE 601	2-HR FIRE RESISTANCE RATING
WALL MATERIAL	CONCRETE TILT-UP
TABLE 722.2.1.1	SILICEOUS AGGREGATE CONCRETE
TABLE 721.1(2) ITEM 4.1.1	2-HR THICKER THAN 5"

Area Justification

BASIC ALLOWABLE FLOOR AREA FOR S-1 OCCUPANCY WITH AUTOMATIC SPRINKLER SYSTEM

PER TABLE 506.2 (ONE-STORY)	70,000 SF
MAXIMUM ALLOWABLE FLOOR AREA	70,000 SF

Project Information

BUILDING AREA/PARKING REQUIRED

WAREHOUSE	20,000 SF	(1/1000SF)	20 SPACES
WAREHOUSE	10,585 SF	(1/1000SF)	11 SPACES
INTERIOR DOCK	1,920 SF		
MEZZ. OFFICE	1,650 SF	(1/250 SF)	12 SPACES
OFFICE	1,350 SF		
TOTAL	35,505 SF		43 SPACES

PARKING PROVIDED

STANDARD (9X19)	31 SPACES
PARALLEL (8X22)	2 SPACES
DEDICATED EV CAPABLE WIRED FOR FUTURE CHARGING	5 SPACE
DEDICATED EVCS CHARGING STATIONS (9X19)	1 SPACES
DEDICATED EVCS CAR ACCESSIBLE CHARGING STATION	1 SPACE
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CAR ACCESSIBLE	1 SPACES
VAN ACCESSIBLE	1 SPACES
TOTAL	43 SPACES

BICYCLE PARKING

SHORT-TERM REQUIRED (5% OF SPACES)	3 SPACES
SHORT TERM PROVIDED WITH LOCKS & ELECT. PLUGS	5 SPACES
LONG-TERM INTERIOR REQUIRED (5% OF SPACES)	3 SPACES
LONG TERM INTERIOR PROVIDED (5% OF SPACES)	4 SPACES
INTERIOR TRUCK DOCK HIGH SPACES	2 SPACES
TRAILER PARKING (12X70)	2 SPACES

TOTAL BUILDING FOOTPRINT	33,855 SF	48.87%
BUILDING COVERAGE (FLOOR AREA RATIO	35,505/SITE)	51.26%
LANDSCAPE COVERAGE	10,518 SF	15.18%
HARDSCAPE-SIDEWALK COVERAGE	3,157 SF	4.56%
HARDSCAPE-PAVING COVERAGE	21,741 SF	31.39%

Legal Description

PARCEL 2 OF PARCEL MAP. IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 47 PAGE 18 AND 19, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Scope of Work

NEW 42,100 SF INDUSTRIAL BUILDING WITH A FOOTPRINT OF 40,400 SF, 1,400 SF 1ST FLOOR OFFICE, 1,700 SF MEZZANINE OFFICE, 39,000 SF WAREHOUSE, 4 TRUCK DOCK LOADING AREA, TRUCK YARD WITH CONCRETE SCREEN WALLS & SLIDING GATE, TOTAL PARKING OF 52 SPACES PLUS 2 LOADING SPACES, 2 ON-GRADE OHD, COVERED BREAK AREA, TRASH ENCLOSURE, LANDSCAPED YARD, & SITE LIGHTING, ON 2.30 ACRE SITE.

Current Codes

- 2022 - CALIFORNIA BUILDING CODE
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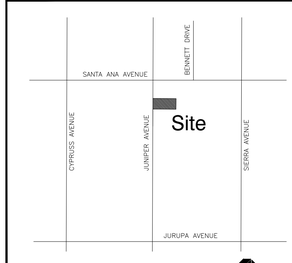
- 2022 - CALIFORNIA PLUMBING CODE
- 2022 - CALIFORNIA ELECTRICAL CODE
- 2022 - CALIFORNIA ENERGY CODE
- 2022 - CALIFORNIA FIRE CODE

Civil Notes

1. ALL IMPROVEMENTS SHOWN OUTSIDE THE PROPERTY LINES OF THIS PROPERTY ARE EXISTING WITH THE EXCEPTION OF THE NEW DRIVEWAY APPROACH.



VICINITY MAP
N.T.S.

LICENSED ARCHITECT
C13473
REN. 5/31/25
STATE OF CALIFORNIA

CARTER GROUP ARCHITECTS INC.
222 W. Avenida
San Antonio
San Clemente
CA 92672
TEL
949 498 3535
EMAIL
carter@
cartergroup.net

developer

CHASE PARTNERS LTD
6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

MCN23-000013
PAM22-000153

sheet

Preliminary Site Plan

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
1 REVISIONS PLAN CHECK 0/00/23	PLOT DATE 8/31/23
2 REVISIONS PLAN CHECK 2 0/00/23	SCALE
3 REVISIONS TYPE DATE	SHEET NO.
4	A1.1
5	OF SHEETS

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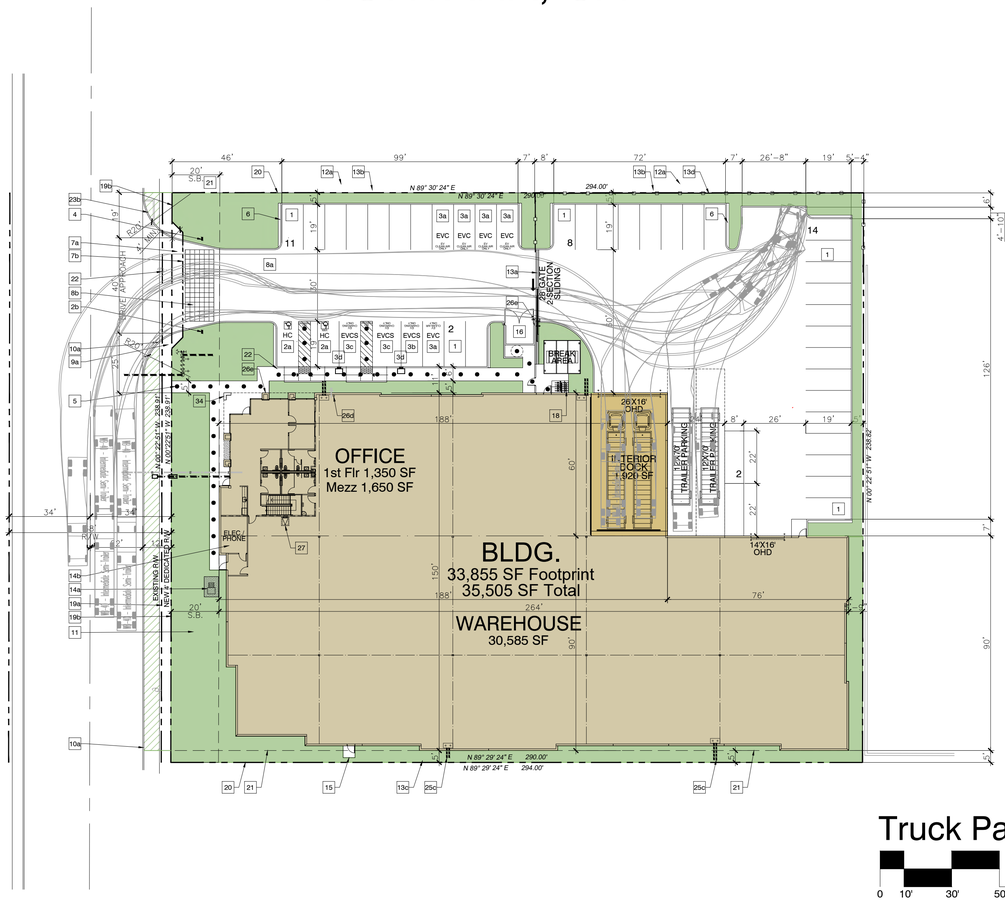
FONTANA BUSINESS CENTER 3

FONTANA, CA



Truck Paths Exhibit

0 10' 30' 50'

SCALE 1"=30'

N

8/31/23

Applicant

CHASE PARTNERS
6444 San Fernando Road, #3944
Glendale, CA 91221
Attn: David Parker
310.689-7600 | chasepartners@yahoo.com

Architect of Record

CARTER GROUP ARCHITECTS, INC. SHALL BE RESPONSIBLE FOR REVIEWING AND COORDINATING ALL SUBMITTAL DOCUMENTS PREPARED BY OTHERS, INCLUDING DEFERRED SUBMITTAL ITEMS, FOR COMPATIBILITY WITH THE DESIGN OF THE BUILDING.

Sheet Index

CIVIL

C.1	TITLE SHEET
C.2	PRELIMINARY GRADING
C.3	GRADING SECTIONS
C.4	DETAILS

ARCHITECTURAL

A1.1	SITE PLAN & PROJECT INFORMATION
A1.1F	SITE TRUCK PATHS EXHIBIT
A2.1	FIRST FLOOR PLAN
A2.2	MEZZANINE FLOOR PLAN
A2.3	ROOF PLAN
A3.1	COLORED ELEVATIONS
A3.1.1	EXTERIOR VIEWS

LANDSCAPE

L1-1	CONCEPTUAL LANDSCAPE PLAN
L1.1C	CONCEPTUAL LANDSCAPE PLAN COLOR

Site Plan Legend

- WAREHOUSE/OFFICE
- INTERIOR DOCK
- LANDSCAPE
- FIRE TRUCK PATH

Site Plan Notes

1. NEW TYPICAL PARKING STALLS WITH 3" WIDE DOUBLE STALL STRIPING PER ACCESS MANAGEMENT STD. 1018.
2a. NEW TWO STANDARD AND ONE VAN ACCESSIBLE PARKING SPACE. SEE DETAIL.
2b. NEW ACCESSIBLE PARKING SIGN AT DRIVEWAY ENTRANCE. SEE DETAIL.
3a. NEW EV CAPABLE (EVC) PARKING SPACES WIRED FOR FUTURE ELECTRIC CHARGING CGC SECT 5.106.5.3.1
3b. NEW EVCS (EV CHARGING STATION) PARKING SPACES WITH INSTALLED ELECTRIC VEHICLE CHARGING STATION CGC SECT 5.106.5.3.2
3c. NEW STANDARD OR VAN ADA ACCESSIBLE EVCS PARKING SPACE WITH INSTALLED ELECTRIC VEHICLE CHARGING STATION CBC TABLE 11B-228.3.2.1
3d. ELECTRIC VEHICLE CHARGING STATION LOCATION SIGN PER CALTRANS TRAFFIC OPERATIONS POLICY DIRECTIVE 13-01 2020 AND ADA CLEAR ACCESS SPACE IF LOCATED ON ACCESSIBLE PATH.
4. NEW TRUCK EXIT DIRECTION SIGN STATING **"ALL TRUCK TRAFFIC EXIT LEFT ONLY"**
5. NEW ACCESSIBLE PATH OF TRAVEL TO BUILDING ACCESS POINTS AS SHOWN.
6. NEW 12" WIDE CONCRETE PAVER STRIP IN PLANTERS NEXT TO PARKING SPACES.
7a. NEW 40' WIDE CONCRETE DRIVE APPROACH PER AGENCY STANDARDS WITH A 48" WIDE MINIMUM CLEAR PATH OF TRAVEL ACROSS DRIVEWAY.
7b. NEW DEDICATED RIGHT-OF-WAY AT NEW CONCRETE DRIVE PER CITY REQUIREMENTS.
8a. NEW CONCRETE PAVING OVER BASE PER CIVIL PLANS.
8b. NEW SALT FINISH CONCRETE ACCENT WITH SAW CUT GRID @ 24" O.C. COLOR TO MATCH BUILDING.
9a. NEW 5' CONCRETE PUBLIC SIDEWALK PER CITY STANDARD 1006. SEE CIVIL PLANS.
9b. EXISTING CONCRETE SIDEWALK. SEE CIVIL PLANS.
10a. NEW 8" CONCRETE CURB. SEE CIVIL PLANS.
10b. EXISTING CONCRETE CURB. SEE CIVIL PLANS.
11. NEW LANDSCAPE AREA. SEE LANDSCAPE PLANS.
12a. EXISTING CURB ON ADJACENT PROPERTY. SEE CIVIL.
12b. EXISTING 8' HIGH CMU SCREEN WALL ON ADJACENT PROPERTY. SEE CIVIL.
12c. NEW 14' HIGH CONCRETE TILT-UP SCREEN WALLS TRUCK YARD ENCLOSURE. SEE EXTERIOR ELEVATIONS.
13a. NEW 8'H X 28'W POWERED 2-SECTION SLIDING STEEL GATE W/ PROTECTIVE GUARD POSTS ON ONE SIDE & MESH SCREENING ALL PAINTED TO MATCH BUILDING. GATE CONSTRUCTION TO MEET CITY FIRE STANDARDS. PROVIDE KNOX OVERRIDE SWITCH.
13b. EXISTING FENCE ON ADJACENT PROPERTY. SEE CIVIL PLANS.
13c. EXISTING TEMP. FENCE ON PL TO BE REMOVED. SEE CIVIL PLANS.
13d. NEW 8' HIGH TUBULAR STEEL FENCE WITH PERFORATED METAL SCREENING TO MEET CITY REQUIREMENTS. **NO FOOTINGS AT SEWER EASEMENT.**
13e. NEW 8' HIGH TUBULAR STEEL FENCE WITH MAN GATE AS SHOWN. SEE DETAILS.
14a. PROPOSED TRANSFORMER LOCATION WITH PROTECTIVE BOLLARDS AND LANDSCAPE SCREENING AS REQUIRED.
14b. NEW ELECTRICAL, PHONE & ALARM ROOM LOCATION. SEE ELECTRICAL PLANS
15. NEW 60"X60" MIN. REQUIRED LEVEL LANDING AT ALL EXTERIOR DOORS TO MEET TITLE 24 REQUIREMENTS. (2 / A1.1)
16. NEW TRASH/RECYCLE ENCLOSURE WITH TILT-UP WALLS PAINTED TO MATCH BUILDING WITH TRELLIS COVER AND ACCESSIBLE PATH OF TRAVEL. SEE DETAIL. (1 / A1.1)
17. NEW EMPLOYEE BREAK AREA WITH 2 TABLES & 12 CHAIRS WITH OVERHEAD SHADE STRUCTURE & TRASH RECEPTACLE. ALL OUTDOOR FURNITURE IN THE BREAK AREA SHALL BE PERMANENT, UNIFORM AND OF DURABLE MATERIALS. SEE DETAIL.
18. NEW HUNTCO RAMBLER-5-FLG BICYCLE RACK WITH GALVANIZED FINISH. SEE SITE DETAILS.
19a. EXISTING STREET RIGHT-OF-WAY. SEE CIVIL PLANS.
19b. NEW 4' DEDICATED STREET RIGHT-OF-WAY. SEE CIVIL PLANS.
20. PROPERTY LINE. SEE CIVIL PLANS.
21. PROPERTY LINE SETBACK. SEE CIVIL PLANS.
22. EXISTING POLE TO BE REMOVED. SEE CIVIL PLANS.
23a. EXISTING STREET LIGHT SEE CIVIL PLANS.
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35. EXISTING STRUCTURE ON ADJACENT PROPERTY. SEE CIVIL PLANS.

Job Address

Juniper Avenue

ASSESSOR'S PARCEL NUMBER
APN 0255-101-24-0-000 & 0255-101-30-0-000

Code Analysis

SITE AREA	1.59 NET ACRES (69,271 SF) 1.61 GROSS ACRES (70,226 SF)
ZONE	I-G (GENERAL INDUSTRIAL) SLOVER EAST INIDUSTRIAL DISTRICT
LAND USE	WAREHOUSE
FLOOR AREA RATIO	0.60 FAR
MAXIMUM HEIGHT	60 FEET
FRONT YARD SETBACK	20 FEET
STREET SIDE YARD	20 FEET
INTERIOR SIDE YARD	NONE
REAR YARD	NONE
PARKING SETBACK	20 FEET
LANDSCAPE	15% GFA
OCCUPANCY TYPE	B OFFICE S-1 WAREHOUSE
NONSEPARATED CBC 508.3	
CONSTRUCTION TYPE	III-B FULLY SUPERVISED E.S.F.R. AUTOMATIC FIRE SPRINKLER SYSTEM
NUMBER OF STORIES	ONE
ACTUAL BUILDING HEIGHT	38'-0"
EXTERIOR BEARING WALLS CBC TABLE 601	2-HR FIRE RESISTANCE RATING
WALL MATERIAL	CONCRETE TILT-UP
TABLE 722.2.1.1	SILICEOUS AGGREGATE CONCRETE
TABLE 721.1(2) ITEM 4.1.1	2-HR THICKER THAN 5"

Area Justification

BASIC ALLOWABLE FLOOR AREA FOR S-1 OCCUPANCY WITH AUTOMATIC SPRINKLER SYSTEM	
PER TABLE 506.2 (ONE-STORY)	70,000 SF
MAXIMUM ALLOWABLE FLOOR AREA	70,000 SF

Project Information

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WAREHOUSE	20,000 SF	(1/1000SF)	20 SPACES
WAREHOUSE	10,585 SF	(1/1000SF)	11 SPACES
INTERIOR DOCK	1,920 SF		
MEZZ. OFFICE	1,650 SF	(1/250 SF)	12 SPACES
OFFICE	1,350 SF		
TOTAL	35,505 SF		43 SPACES

PARKING PROVIDED

STANDARD (9X19)	31 SPACES
PARALLEL (8X22)	2 SPACES
DEDICATED EV CAPABLE WIRED FOR FUTURE CHARGING	5 SPACE
DEDICATED EVCS CHARGING STATIONS (9X19)	1 SPACES
DEDICATED EVCS CAR ACCESSIBLE CHARGING STATION	1 SPACE
DEDICATED EVCS VAN ACCESSIBLE CHARGING STATION	1 SPACE
CAR ACCESSIBLE	1 SPACES
VAN ACCESSIBLE	1 SPACES
TOTAL	43 SPACES

BICYCLE PARKING

SHORT-TERM REQUIRED (5% OF SPACES)	3 SPACES
SHORT TERM PROVIDED WITH LOCKS & ELECT. PLUGS	5 SPACES
LONG-TERM INTERIOR REQUIRED (5% OF SPACES)	3 SPACES
LONG TERM INTERIOR PROVIDED (5% OF SPACES)	4 SPACES
INTERIOR TRUCK DOCK HIGH SPACES	2 SPACES
TRAILER PARKING (12X70)	2 SPACES

TOTAL BUILDING FOOTPRINT	33,855 SF	48.87%
BUILDING COVERAGE (FLOOR AREA RATIO	35,505/SITE)	51.26%
LANDSCAPE COVERAGE	10,518 SF	15.18%
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PARCEL 2 OF PARCEL MAP. IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 47 PAGE 18 AND 19, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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Current Codes

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- 2022 - CALIFORNIA ENERGY CODE
- 2022 - CALIFORNIA FIRE CODE

Civil Notes

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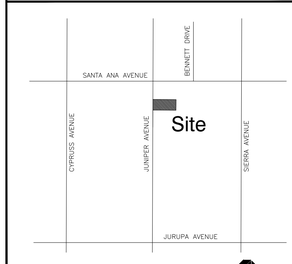

VICINITY MAP
N.T.S.

CARTER GROUP ARCHITECTS INC.

222 W. Avenida
San Antonio
San Clemente
CA 92672
TEL
949 498 3535
EMAIL
carter@
cartergroup.net

developer

CHASE PARTNERS LTD

6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

MCN23-000013
PAM22-000153

sheet

Site Truck Paths Exhibit

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 (1)	PLOT DATE 8/31/23
REVISIONS PLAN CHECK 2 0/00/23 (2)	SCALE
REVISIONS TYPE DATE (3)	SHEET NO.
(4)	A1.1T
(5)	OF SHEETS

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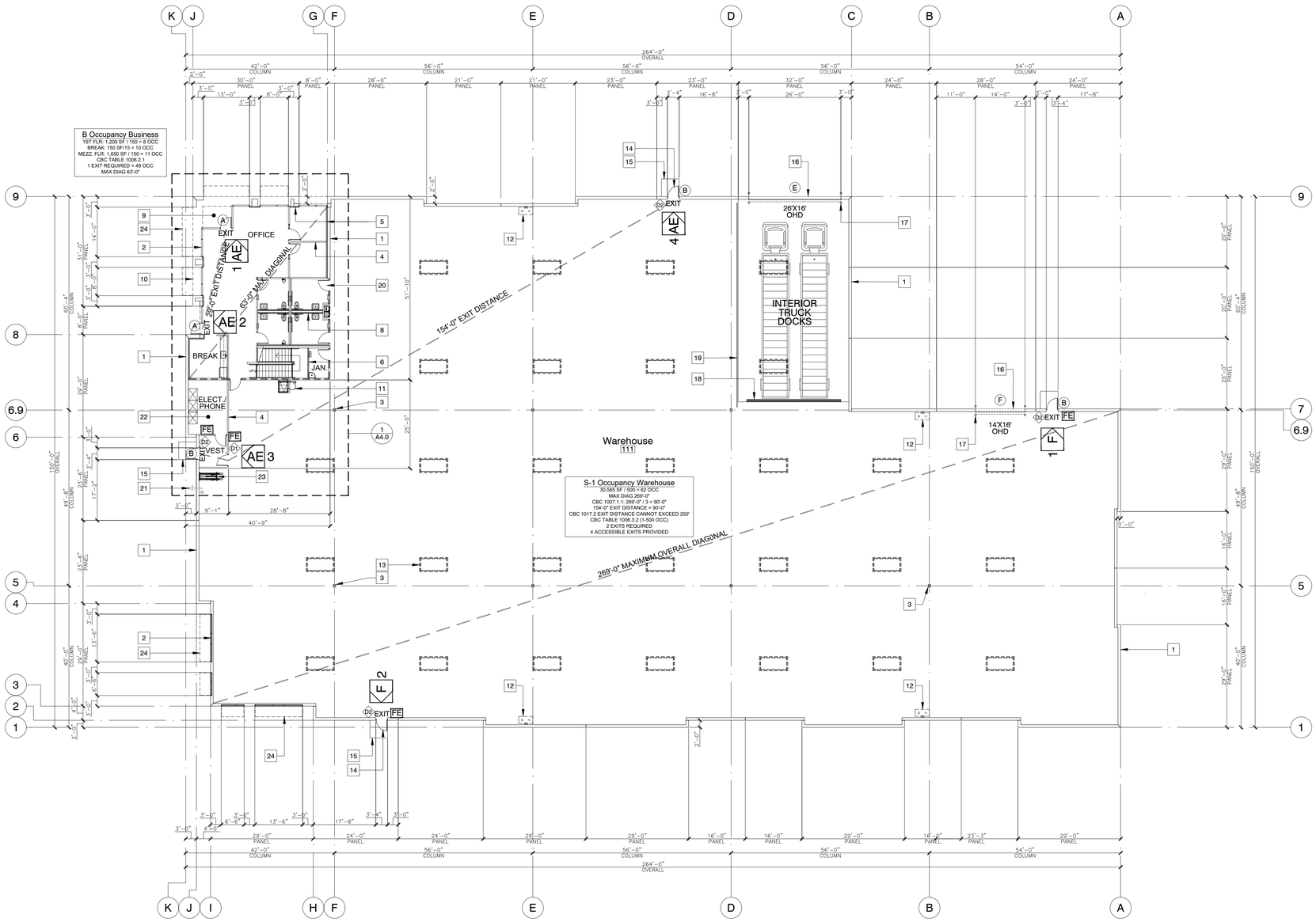

First Floor Plan

0 8' 24' 48'

SCALE 1/16" = 1'-0"

N

Floor Plan Notes

1. REINFORCED CONCRETE TILT-UP WALL PANEL. SEE STRUCTURAL PLANS.
2. ALUMINUM STOREFRONT WITH FRONTSET GLAZING SYSTEM WITH VISION OR SPANDREL GLASS. SEE EXTERIOR ELEVATIONS.
3. STEEL COLUMNS. SEE STRUCTURAL PLANS.
4. 4" METAL STUD WALL WITH 5/8" GYPSUM BOARD ON BOTH SIDES. — 21/A6.1
5. 4" METAL STUD FURRING WALL ON PANELS WITH 5/8" GYPSUM BOARD ON ONE SIDE.
6. 4" FULL-HEIGHT METAL STUD STAIR WALL WITH 5/8" GYPSUM BOARD ON BOTH SIDES. — 15-19/A6.1
7. 6" FULL-HEIGHT METAL STUD DEMISING WALL TO ROOF FRAMING WITH 5/8" GYPSUM BOARD ON BOTH SIDES. — 18-19/A6.1
8. 1'-1 1/2" METAL STUD PLUMBING WALL WITH 5/8" GYPSUM BOARD ON BOTH SIDES FOR BACK-TO-BACK WALL HUNG TOILET CARRIER SYSTEM. SEE PLUMBING PLANS. — 21 SIM/A6.1
9. SOFFIT: MORIN PRIMO PS-12 ZINC. SEE WALL SECTIONS.
10. ROOF OR PANEL LINE ABOVE. SEE ROOF & ELEVATION PLANS.
11. ROOF HATCH ACCESS LADDER. SEE ROOF PLAN.
12. ROOF DRAIN AND OVERFLOW DRAIN PIPES. SEE ROOF PLAN.
13. SKYLIGHT ABOVE. SEE ROOF PLAN.
14. HOLLOW METAL DOOR WITH FRAME. SEE ELEVATIONS & DOOR SCHEDULE.
15. 60"X60" MIN. LEVEL LANDING AT ALL EXTERIOR DOORS TO MEET TITLE 24 REQUIREMENTS.
16. OVERHEAD ROLLUP DOORS. SEE ELEVATIONS & DOOR SCHEDULE.
17. PROTECTIVE BOLLARDS AT OVERHEAD DOORS AS SHOWN. SEE DETAIL. — 21/A1.2
18. TRUCK DOCK RAMP BUMPER. SEE BUILDING SECTION & DETAIL SHEET. — 11/A5.2
19. TRUCK DOCK GUARD RAIL. SEE DETAIL. — 16/A5.2
20. FLUSH DOOR WITH H.M. FRAME. SEE ENLARGED PLANS & DOOR SCHEDULE.
21. FIRE SPRINKLER RISER. SEE FIRE PLANS.
22. ELECTRICAL & PHONE ROOM. SEE ELECTRICAL PLANS.
23. HIGH DENSITY INTERIOR, LOCKABLE, BIKE RACK. 2 CYCLE SAFE QUAD RACKS OR EQUAL FOR STORAGE OF 4 BIKES. — 18/A1.2
24. WINDOW CANOPIES. ARCADIA SUN SHADE BRISE SOLEIL STANDARD SERIES BSS005 ALUMINUM. SEE ROOF PLAN, ELEVATIONS, & DETAILS.

Insulation Notes

1. R-13 INSULATION IN ALL 1ST FLOOR OFFICES AND RESTROOM WALLS.
2. R-13 INSULATION IN ALL 1ST FLOOR INTERIOR FURRING @ EXTERIOR WALLS.
3. R-19 + R-2 INSULATION IN WAREHOUSE/OFFICE DEMISING WALL AND R-19 IN MEZZANINE FLOOR FRAMING.
4. R-30 INSULATION IN ROOF ABOVE MEZZANINE LEVEL AREA ONLY.

Fire Extinguishers:

FE — ONE 4A60BC FIRE EXTINGUISHER REQUIRED AT EACH WAREHOUSE MAN DOOR (6-TOTAL). PROVIDE A TYPE "3A40BC" FIRE EXTINGUISHER IN THE ELECTRICAL ROOM.

Exit & Fire Access Legend & Notes

AE — ACCESSIBLE ENTRANCE & EXIT CONNECTED TO ADA PATH OF TRAVEL.

F — FIRE ACCESS DOORS WITH "NOT ACCESSIBLE" SIGN INSTALLED AT INTERIOR STRIKE SIDE OF DOOR TO COMPLY WITH CBC SECTION 11B-703. & "NOT AN ENTRANCE" AT EXTERIOR SIDE OF DOOR.

MAXIMUM EXIT TRAVEL DISTANCE PER CBC SECTION 1017.2.2 FOR S-1 OCCUPANCY AREA ONE-STORY IN HEIGHT WHERE MINIMUM CEILING HEIGHT IS 24 FEET FROM THE FINISHED FLOOR TO THE CEILING OR ROOF AND THE BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM PER SECTION 903.3.1.1 SHALL BE 400 FEET.

Occupant Load

OFFICE AREA	2,850 S.F.	(1/150 S.F.)	19 OCCUPANTS
BREAK	150 S.F.	(1/15 S.F.)	10 OCCUPANTS
WAREHOUSE AREA	30,585 S.F.	(1/500 S.F.)	62 OCCUPANTS
TOTAL OCCUPANTS			91 OCCUPANTS

EXITS REQUIRED PER STORY CBC TABLE 1006.3.2 (1-500 OCCUPANTS)	2 EXITS
ACCESSIBLE MEANS OF EGRESS PROVIDED	4 EXITS
TOTAL MEANS OF EGRESS PROVIDED	6 EXITS

Signage Schedule

SEE DOOR SIGNAGE DETAIL FOR COMPLETE INFORMATION — 4/A6.1

SEE ENLARGED FLOOR PLANS FOR ADDITIONAL INFORMATION — 1/A1.1

NO	ROOM	SIGN TYPE/TEXT									
100	OPEN OFFICE								F	SA	
101	OFFICE										
102	OFFICE										
103	BREAK										
104	ALL GENDER	AG	C	ALL GENDER						SA	
105	ALL GENDER	AG	C	ALL GENDER						SA	
106	ALL GENDER	AG	C	ALL GENDER						SA	
107	ALL GENDER	AG	C	ALL GENDER						SA	
108	JANITOR		C	JANITOR							
109	ELECTRICAL/PHONE		C	ELECTRICAL ROOM							
110	VESTIBULE					D1	D2				
111	WAREHOUSE						D2	D3			
200	OPEN OFFICE					D1					

LICENSED ARCHITECT
C13473
REN. 5/31/25
STATE OF CALIFORNIA

CARTER GROUP ARCHITECTS INC.

222 W. Avenida
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developer

CHASE PARTNERS LTD

6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

MCN23-000013
PAM22-000153

sheet

First Floor Plan & Exiting

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 1	PLOT DATE 8/31/23
REVISIONS PLAN CHECK 2 0/00/23 2	SCALE
REVISIONS TYPE DATE 3	SHEET NO.
4	A2.1
5	OF SHEETS

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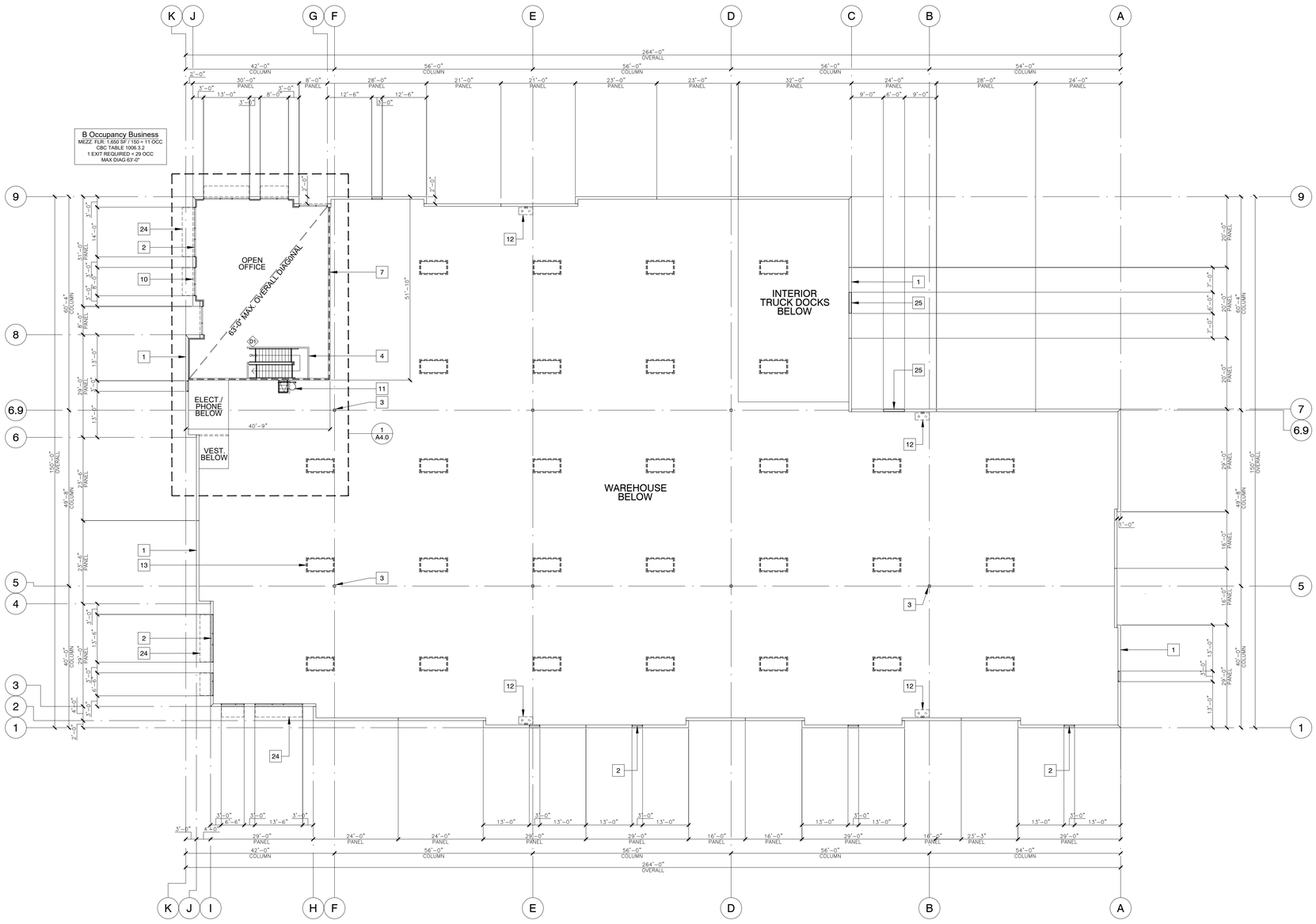

Mezzanine Floor Plan

0 8' 24' 48'

SCALE 1/16"=1'-0"

N

Floor Plan Notes

1. REINFORCED CONCRETE TILT-UP WALL PANEL. SEE STRUCTURAL PLANS.
2. ALUMINUM STOREFRONT WITH FRONTSET GLAZING SYSTEM WITH VISION AND/OR SPANDREL GLASS. SEE EXTERIOR ELEVATIONS.
3. STEEL COLUMNS. SEE STRUCTURAL PLANS.
4. 4" METAL STUD WALL WITH 5/8" GYPSUM BOARD ON BOTH SIDES. — 21 / A6.1
5. NOT SHOWN.
6. NOT SHOWN.
7. 6" FULL-HEIGHT METAL STUD DEMISING WALL TO ROOF FRAMING WITH 5/8" GYPSUM BOARD ON BOTH SIDES. — 18-19 / A6.1
8. NOT SHOWN.
9. NOT SHOWN.
10. ROOF OR PANEL LINE ABOVE. SEE ROOF & ELEVATION PLANS.
11. ROOF HATCH ACCESS LADDER. SEE ROOF PLAN.
12. ROOF DRAIN AND OVERFLOW DRAIN PIPES. SEE ROOF PLAN.
13. SKYLIGHT ABOVE. SEE ROOF PLAN.
14. NOT SHOWN.
15. NOT SHOWN.
16. NOT SHOWN.
17. NOT SHOWN.
18. NOT SHOWN.
19. NOT SHOWN.
20. NOT SHOWN.
21. NOT SHOWN.
22. NOT SHOWN.
23. NOT SHOWN.
24. WINDOW CANOPIES. ARCADIA SUN SHADE BRISE SOLEIL STANDARD SERIES BSS005 ALUMINUM. SEE ROOF PLAN, ELEVATIONS, & DETAILS.
25. MECHANICAL VENTING LOUVER. SEE ELEVATIONS & MECHANICAL PLANS.

Insulation Notes

1. R-13 INSULATION IN ALL 1ST FLOOR OFFICES AND RESTROOM WALLS.
2. R-13 INSULATION IN ALL 1ST FLOOR INTERIOR FURRING @ EXTERIOR WALLS.
3. R-19 + R-2 INSULATION IN WAREHOUSE/OFFICE DEMISING WALL AND R-19 IN MEZZANINE FLOOR FRAMING.
4. R-30 INSULATION IN ROOF ABOVE MEZZANINE LEVEL AREA ONLY.

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Mezzanine Floor Plan

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PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 (1)	PLOT DATE 8/31/23
REVISIONS PLAN CHECK 2 0/00/23 (2)	SCALE
REVISIONS TYPE DATE (3)	SHEET NO.
(4)	A2.2
(5)	OF SHEETS

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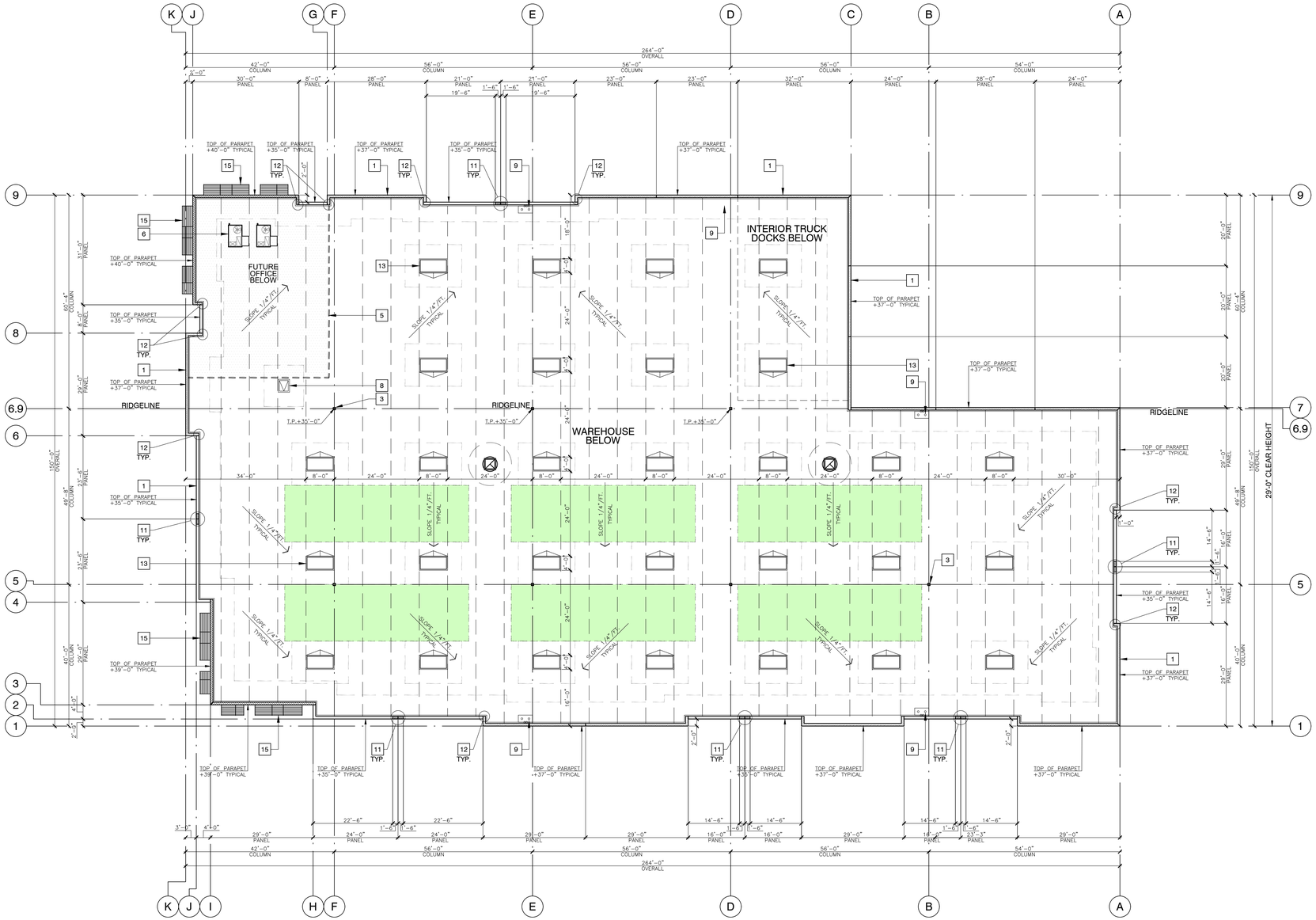

Roof Plan

SCALE 1/16"=1'-0"

Roof Plan Notes

1. REINFORCED CONCRETE TILT-UP WALL PANEL. SEE STRUCTURAL PLANS
2. JOHN'S MANVILLE 4GNC OR GAF NB4M BUILT-UP CLASS "A" MEMBRANE ROOFING SYSTEM. PROVIDE 10-YEAR NDL (NO DOLLAR LIMIT) ROOF MATERIAL WARRANTY ALONG WITH SUBCONTRACTOR 2-YEAR WARRANTY.
3. STEEL COLUMN BELOW. SEE STRUCTURAL PLANS.
4. ROOF FRAMING. SEE STRUCTURAL PLANS.
5. DEMISING WALL BELOW. SEE FLOOR PLAN.
6. HVAC UNIT LOCATION. SCREENED BY PARAPETS. SEE MECHANICAL PLANS.
7. EXHAUST FANS. SEE MECHANICAL PLANS.
8. ROOF HATCH: "LANE-AIRE" ROOF ACCESS HATCH. MODEL RHG-3036 WITH SAFETY GUARD RAIL SGR-3844.
9. INTERIOR ROOF DRAIN AND OVERFLOW DRAIN. SEE PLUMBING DRAWINGS.
10. SKYLIGHT: KINGSTON SERIES 1100 "KAT" POLYCARBONATE DOME MODEL 4896-ALX-CM-1-WPP-K-MF & SECURITY GRILL MODEL SG-1. SEE DETAIL.
11. PARAPET CUTOUT AT PANEL JOINTS OR CENTER OF WALL. SEE ELEVATIONS & STRUCTURAL PLANS.
12. PARAPET RETURN FLAG TO EXTEND/MATCH ADJACENT PANEL THICKNESS.
13. SOLAR ZONE: FUTURE SOLAR (PV) PANELS AREA. SEE ELECTRICAL PLANS.
14. SOLAR ZONE FIRE PATH/ACCESS PERIMETER (MIN. 6' WIDE FROM ROOF EDGE & 4' FROM ANY OBJECT OR EQUIPMENT).
15. WINDOW CANOPIES: ARCADIA SUN SHADE BRISE SOLEIL STANDARD SERIES BSS005 ALUMINUM. SEE ELEVATIONS & DETAILS.

8 A5.2 9 A5.2 2 A5.2 3 A5.2 4 A5.2

General Roof Notes

1. ALL ROOF MOUNTED EQUIPMENT TO BE SCREENED ON ALL SIDES BY EITHER A SEPARATE SCREEN OR PARAPET WALLS THAT ARE AT LEAST AS HIGH AS THE EQUIPMENT TO BE SCREENED AND ANY UNSCREENED VENTS OR FANS TO BE PAINTED TO MATCH ROOF.

Fire Protection Notes

1. BUILDING DESIGNED FOR HIGH-PILED STORAGE BETWEEN 12 FT AND 40 FT.
2. EARLY SUPPRESSION-FAST RESPONSE MONITORED SPRINKLER SYSTEM. CLASS I-IV COMMODITIES IN ACCORDANCE WITH CFC CHAPTER 32 AND 2013 NFPA 13.
3. SMOKE AND HEAT VENTS ARE *NOT* REQUIRED WHEN STORAGE AREAS WITH AN EXIT ACCESS TRAVEL DISTANCE OF 250 FEET OR LESS OR PROTECTED BY EARLY SUPPRESSION FAST RESPONSE (ESFR) SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH 2013 NFPA 13
4. 29 X 4X8 SKYLIGHTS PROVIDED IN WAREHOUSE: 29 SKYLIGHTS X 32 SF (4X8=32) = **928 SF** OF SKYLIGHT AREA.
5. 32,505 SF WAREHOUSE/DOCK AREA: **928 SF** SKYLIGHT AREA FOR 2.85% OF WAREHOUSE AREA.

Solar Ready Zone

1. TOTAL ROOF AREA = **33,395 SF**.
2. TOTAL AREA COVERED BY SKYLIGHTS = **928 SF** (26 SKYLIGHTS X 32 SF/SKYLIGHT).
3. MINIMUM SOLAR ZONE AREA = **4,870 SF** (15% X TOTAL ROOF AREA MINUS AREA COVERED BY SKYLIGHTS (33,395 SF MINUS 928 SF = 32,467 DF)).
4. TOTAL SOLAR ZONE AREA PROVIDED = **4,992 SF (+122 SF)**.

LICENSED ARCHITECT C13473 REN. 5/31/25 STATE OF CALIFORNIA

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Roof Plan

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PRELIMINARY GRADING PLAN

FOR

FONTANA BUSINESS CENTER 3

JUNIPER AVENUE

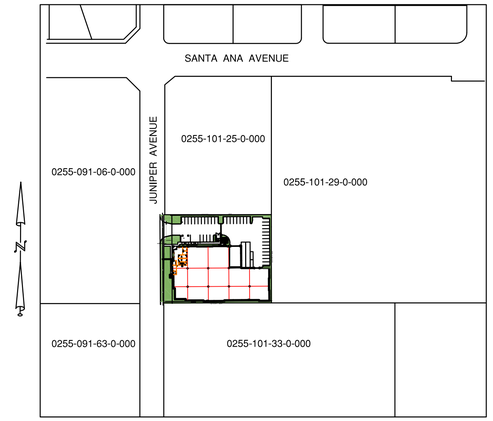
FONTANA, CA 92337

GENERAL NOTES FOR GRADING PLANS

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, THE CITY OF FONTANA GRADING REQUIREMENTS, APPENDIX J AS AMMENDED BY CITY OF FONTANAN ORD. 1384 OF THE CA BUILDING CODE, LATEST EDITION, AND CHAPTER 11.B OF CA BUILDING CODE, CPC AND PRELIMINARY SOILS REPORT DATED 1/30/12 DONE UNDER THE DIRECTION AND SUPERVISION OF A LICENSED SOILS ENGINEER. DEVIATION FROM THE APPROVED GRADING PLAN SHALL BE APPROVED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
3. HOURS OF OPERATION SHALL BE FROM 7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY. OTHER HOURS SHALL REQUIRE WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR CITY BUILDING OFFICIAL. ROAD/LANE CLOSURES SHALL BE LIMITED TO THE HOURS OF 8:30 AM TO 3:30 PM WEEKDAYS UNLESS OTHERWISE APPROVED BY THE TRANSPORTATION MANAGER.
4. NO WORK SHALL BE UNDERTAKEN WITHOUT OBTAINING A PERMIT FROM THE CITY. THE SITE SUPERINTENDENT OR FOREMAN SHALL NOTIFY THE BUILDING AND SAFETY INSPECTOR AT LEAST 48 HOURS IN ADVANCE OF REQUIRED INSPECTIONS.
5. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING DAMAGED OR ALTERED PUBLIC IMPROVEMENTS AS REQUIRED BY THE INSPECTOR IN THE FIELD.
6. ANY MATERIAL INCORPORATED AS PART OF THE COMPACTED FILL SHALL BE APPROVED BY A SOILS ENGINEER. INSPECTION AND CERTIFICATION OF FILL PLACEMENT SHALL BE PROVIDED BY A SOILS ENGINEER DURING THE PROCESS OF GRADING. NO ROCK OR SIMILAR MATERIAL GREATER THAN EIGHT INCHES IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY A SOILS ENGINEER IN ADVANCE AND APPROVED BY THE BUILDING AND SAFETY DIVISION.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES, ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. HE SHALL BE HELD RESPONSIBLE FOR DAMAGE CAUSED BY HIS OPERATIONS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICTS. CONSTRUCTION SHALL BE TERMINATED AND STREETS RESTORED UNTIL CORRECTIVE MEASURES HAVE BEEN APPROVED BY THE CITY ENGINEER.
8. ANY UNKNOWN SUB-SURFACE STRUCTURES ENCOUNTERED DURING CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF A SOILS ENGINEER AND THE BUILDING AND SAFETY DIVISION PRIOR TO PROCEEDING WITH GRADING OPERATIONS.
9. ALL AREAS SHALL SLOPE A MINIMUM OF 1.0% TO STREET, DRIVE OR SWALE UNLESS SHOWN OTHERWISE.
10. MAXIMUM FILL SLOPE SHALL NOT EXCEED 2:1 UNLESS A SLOPE STABILITY STUDY IS PERFORMED BY AND APPROVED BY THE SOILS ENGINEER AND BUILDING AND SAFETY DIVISION OF THE CITY OF FONTANA. FILL SLOPES SHALL HAVE NOT LESS THAN 90% RELATIVE COMPACTION AS DETERMINED BY ASTM D 1557-70 AND CERTIFIED BY A SOILS ENGINEER. TOES OF SLOPES SHALL BE LOCATED PER APPENDIX CHAPTER 33 OF THE CA BUILDING CODE, LATEST EDITION.
11. SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
12. BACKFILL OF TRENCHES SHALL BE CERTIFIED BY A SOILS ENGINEER (90% MINIMUM COMPACTION) PER CITY STANDARDS AND SPECIFICATIONS. EXCAVATIONS, CONSTRUCTION AND INSTALLATIONS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE INSPECTION BY THE CITY INSPECTOR. FAILURE TO HAVE INSPECTION MAY REQUIRE RE-EXCAVATION OF THE CONSTRUCTION.
13. ADJACENT STREETS SHALL BE CLEANED DAILY OF ALL DIRT AND DEBRIS RESULTING FROM THIS OPERATION.
14. EARTHWORK QUANTITIES FOR SITE GRADING ARE ESTIMATED TO BE:

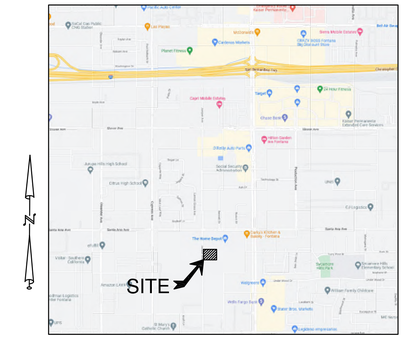
    CUT: 1,200 CY FILL: 1,200 CY R&R: 2,500 IMPORT/EXPORT: 0 CY
15. THESE QUANTITIES ARE BASED ON THE ASSUMPTION OF A 0.10' SUBSIDENCE AND A SHRINKAGE FACTOR OF 10%.
16. AN "AS-BUILT" OR RECORD DRAWING OF THE GRADING PLAN SHALL BE SUBMITTED BY THE DEVELOPER ALONG WITH A FINAL GRADE CERTIFICATION PRIOR TO AN ISSUANCE OF OCCUPANCY.
17. NO WATER SHALL BE TAKEN FROM CITY FIRE HYDRANTS WITHOUT AN AUTHORIZED HYDRANT METER.
18. THE CITY ENGINEER MAY REQUIRE PROTECTIVE MEASURES AND/OR TEMPORARY DRAINAGE PROVISIONS TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS AND PERIODS OF HEAVY RAINFALL. EROSION CONTROL PLANS SHALL BE APPROVED FOR THE PROJECT PRIOR TO OCTOBER 15. ALL PROVISIONS OF THE EROSION CONTROL PLAN SHALL BE IN PLACE BETWEEN OCTOBER 15 AND APRIL 15, OR AS DIRECTED BY THE BUILDING AND SAFETY DIVISION DURING PERIODS OF HEAVY RAINFALL.
19. THESE PLANS ARE APPROVED FOR GRADING, ONSITE WATER AND ONSITE SEWER ONLY. RETAINING WALL AND NON-RETAINING WALL SHALL REQUIRE SEPARATE PERMITS AND INSPECTION. LIGHT STANDARDS, TRASH ENCLOSURES, SIGNS INCLUDING PYLON SIGNS, ETC. REQUIRES SEPARATE PLAN CHECK AND SEPARATE PERMIT.
20. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OR THE APPLICANT OF THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE BUILDING AND SAFETY DIVISION FOR REVIEW AND APPROVAL.
21. ALL GRADING OPERATIONS SHALL CEASE IF WIND VELOCITIES EXCEED 25 M.P.H. THE SITE SHALL BE KEPT REGULARLY WATERED TO MITIGATE BLOWING DUST FOR THE DURATION OF THE HIGH WINDS. PLEASE CONTACT AQMD.
22. THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING TO THE CITY PROOF THAT A NOTICE OF INTENT (NOI) FOR THE GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY HAS BEEN FILED WITH AND APPROVED BY THE STATE WATER RESOURCES CONTROL BOARD. CONSTRUCTION SHALL NOT COMMENCE WITHOUT THIS APPROVAL. THE DEVELOPER SHALL BE RESPONSIBLE TO COMPLY WITH THE GENERAL CONSTRUCTION ACTIVITY STORM WATER PERMIT BY IMPLEMENTING THEIR STORM WATER POLLUTION PREVENTION PLAN FOR THE DURATION OF THE PROJECT.
23. THE SOILS/GEOTECHNICAL REPORT SHALL BE CONSIDERED TO BE PART OF THESE PLANS.
24. SECTION J107.4 OF APPENDIX J OF THE CBC HAS BEEN AMENDED BY THE CITY OF FONTANA ORDINACE NUMBER 1384 AS FOLLOWS:

    ROCK SIZES GREATER THAN 12 INCHES (305 MM) AND UP TO 24 INCHES (610 MM) IN MAXIMUM DIMENSION SHALL BE THREE FEET (914 MM) OR MORE BELOW GRADE, MEASURED VERTICALLY. ROCK SIZES GREATER THAN 24 INCHECS (610 MM) IN MAXIMUM DIMENSION SHALL BE 10 FEET (3048 MM) OR MORE BELOW GRADE MEASURED VERTICALLY.



INDEX MAP

SCALE: 1"=200'



VICINITY MAP

N.T.S.

INDEX TO SHEETS

1 TITLE SHEET AND NOTES
2 PRELIMINARY GRADING PLAN – EAST
3 SECTIONS
4 DETAILS

UTILITY CONTACT LIST		
UTILITY AGENCY	CONTACT NAME	CONTACT INFORMATION
AT&T		(510)645-2929 (800) 332-1321
FONTANA WATER COMPANY	RUDY MARTINEZ	(909) 201-7320 RMARTINEZ@FONTANAWATER.COM
CROWN CASTLE	JEFF FOUTZ	(724) 416-2973 JEFFREY.FOUTZ@CROWNCASTLE.COM
SOUTHERN CALIFORNIA GAS COMPANY	MARGARITO DOMINGUEZ MANUEL CONTRERAZ	(800) 423-1391 (909) 247-0904 MCONTRERAZ@SOCALGAS.COM
SPECTRUM	DAVID ANDERSON	(951) 406-1606 DAVID.ANDERSON@CHARTER.COM
SOUTHERN CALIFORNIA EDISON	GILBERT ACEVES	(909) 548-7249 GILBERT.ACEVES@SCE.COM
SOUTHERN CALIFORNIA EDISON TRANS TELECOM	JACK NEILL	(909) 873-3263 JACK.NEILL@SCE.COM

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:
FARM LOT 761, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMITROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT MAP RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, THAT PORTION OF LOT 761 DESCRIBED IN DEED RECORDED JUNE 10, 2005, AS INSTRUMENT NO. 2005-0414870, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THOSE PORTIONS LYING WITHIN PARCEL MAP NO. 17652, RECORDED IN BOOK 217, PAGE 44, OF PARCEL MAPS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND APPROXIMATE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE DETERMINED BY A SEARCH OF THE AVAILABLE PUBLIC RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UNDERGROUND UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARING WORK.

THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT , INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PROJECT DATA

APN: 0255-101-24-0-000, 0255-101-30-0-000

LAND AREA: GROSS: 70,226 S.F. (1.612 AC.)
NET: 69,271 S.F. (1.590 AC.)

LAND USE – EXISTING: VACANT

LAND USE – PROPOSED: WAREHOUSE

ZONING – R-PC – RESIDENTIAL PLANNED COMMUNITY

FLOOD ZONE: ZONE X – NOT IN A SPECIAL FLOOD ZONE
COMMUNITY PANEL NO.:06071C8665H
MAP DATE: AUGUST 28, 2008

BENCHMARK

CITY OF FONTANA BENCHMARK # 517
ELEV = 981.36' NGVD 29

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 5, (2017.75) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819.

OWNER/DEVELOPER:
CHASE PARTNERS, LTD
6444 SAN FERNANDO ROAD, #3944
GLENDALE, CA 91221
DAVID PARKER
(310) 689-7600

CIVIL ENGINEER:
PLOTNIK & ASSOCIATES
18626 S. WILMINGTON AVE. #100
RANCHO DOMINGUEZ, CA 90220
PAULO CALCAGNOTTO
(310) 605-6657

ARCHITECT:
CARTER GROUP ARCHITECTS, INC.
222 W. AVENIDA SAN ANTONIO
SAN CLEMENTE, CA 92672
CARTER REDISH
(949) 498-3535

GEOTECHNICAL ENGINEER:
NOORZAY GEOTECHNICAL SERVICES, INC.
16531 ORANGEHAVEN LANE
RIVERSIDE, CA 92503
MAIHAN NOORZAY
(951) 264-9023

NO.	DATE	REVISION

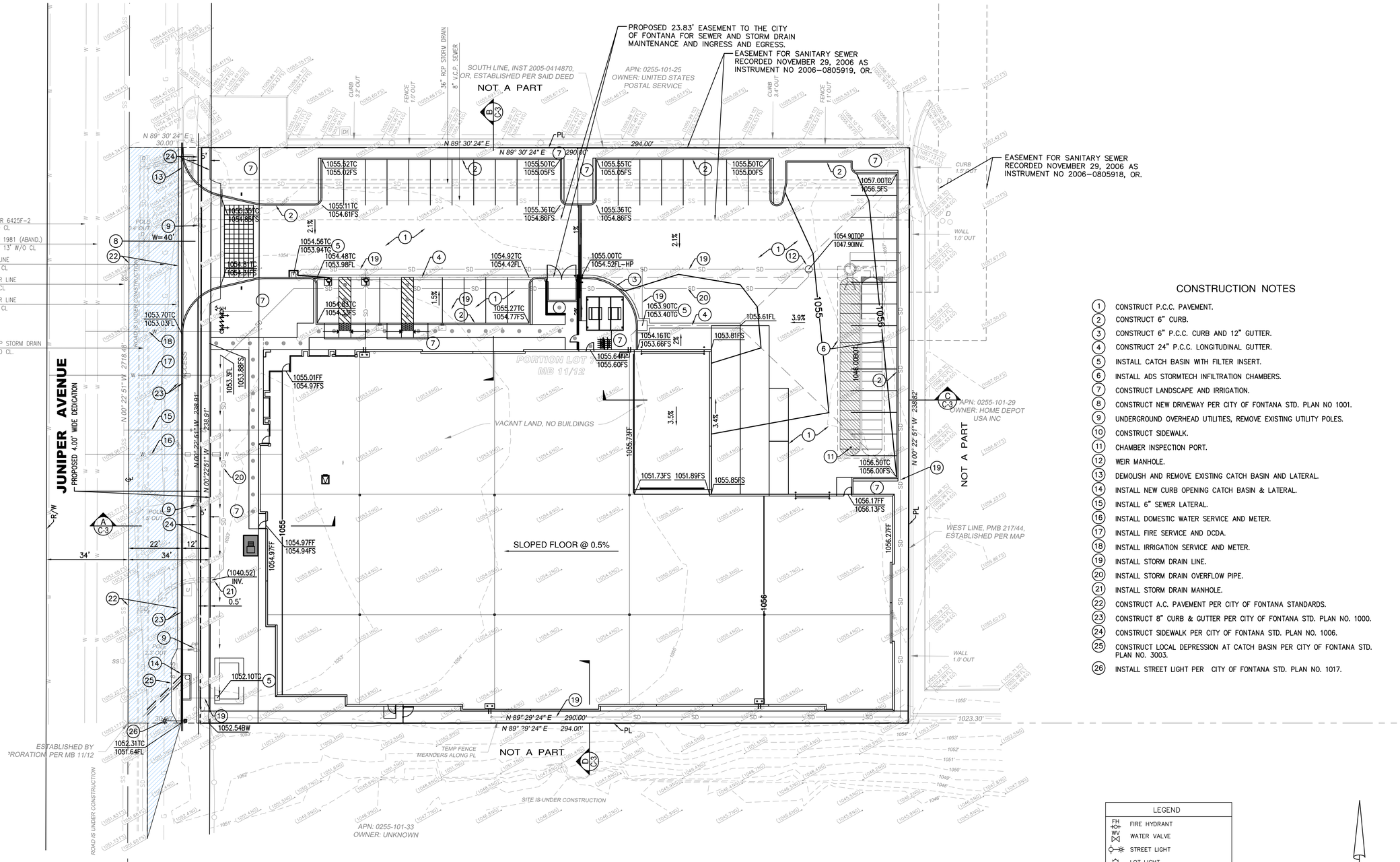
Plotnik & Associates
Civil Engineering & Land Surveying
220 S. Pacific Coast Hwy., Ste. 111
Redondo Beach, CA 90277
Tel: (310) 605-6657
www.plotnik.com

FONTANA BUSINESS CENTER 3
JUNIPER AVENUE
FONTANA, CA 92337

TITLE SHEET AND NOTES

PROFESSIONAL STAMP

DATE: 8/29/23
SCALE: AS SHOWN
DESIGNED: JEK CHECKED: PC
SHEET NO. C-1
PROJECT NUMBER 600.00



CONSTRUCTION NOTES

1. CONSTRUCT P.C.C. PAVEMENT.
2. CONSTRUCT 6" CURB.
3. CONSTRUCT 6" P.C.C. CURB AND 12" GUTTER.
4. CONSTRUCT 24" P.C.C. LONGITUDINAL GUTTER.
5. INSTALL CATCH BASIN WITH FILTER INSERT.
6. INSTALL ADS STORMTECH INFILTRATION CHAMBERS.
7. CONSTRUCT LANDSCAPE AND IRRIGATION.
8. CONSTRUCT NEW DRIVEWAY PER CITY OF FONTANA STD. PLAN NO 1001.
9. UNDERGROUND OVERHEAD UTILITIES, REMOVE EXISTING UTILITY POLES.
10. CONSTRUCT SIDEWALK.
11. CHAMBER INSPECTION PORT.
12. WEIR MANHOLE.
13. DEMOLISH AND REMOVE EXISTING CATCH BASIN AND LATERAL.
14. INSTALL NEW CURB OPENING CATCH BASIN & LATERAL.
15. INSTALL 6" SEWER LATERAL.
16. INSTALL DOMESTIC WATER SERVICE AND METER.
17. INSTALL FIRE SERVICE AND DCDA.
18. INSTALL IRRIGATION SERVICE AND METER.
19. INSTALL STORM DRAIN LINE.
20. INSTALL STORM DRAIN OVERFLOW PIPE.
21. INSTALL STORM DRAIN MANHOLE.
22. CONSTRUCT A.C. PAVEMENT PER CITY OF FONTANA STANDARDS.
23. CONSTRUCT 8" CURB & GUTTER PER CITY OF FONTANA STD. PLAN NO. 1000.
24. CONSTRUCT SIDEWALK PER CITY OF FONTANA STD. PLAN NO. 1006.
25. CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER CITY OF FONTANA STD. PLAN NO. 3003.
26. INSTALL STREET LIGHT PER CITY OF FONTANA STD. PLAN NO. 1017.

LEGEND

- FIRE HYDRANT
- WATER VALVE
- STREET LIGHT
- LOT LIGHT
- TRAFFIC SIGNAL
- FIRE CONNECTION
- BACK FLOW VALVE
- PARKWAY DRAIN
- ELECTRIC UTILITY
- TELEPHONE UTILITY
- SIGNAL UTILITY
- WATER UTILITY
- STORM DRAIN UTILITY
- SEWER UTILITY
- GUARD POST
- TREE
- PALM TREE

GRAPHIC SCALE

20' 0 10' 20' 40'

(IN FEET)

1 INCH = 20 FT.

NO.	DATE	REVISION

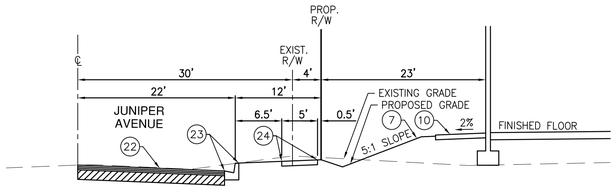
Plotnik & Associates
Civil Engineering & Land Surveying
220 S. Pacific Coast Hwy., Ste. 111
Redondo Beach, CA 90277
Tel: (310) 605-6657
www.plotnik.com

FONTANA BUSINESS CENTER 3
JUNIPER AVENUE
FONTANA, CA 92337

PRELIMINARY GRADING PLAN

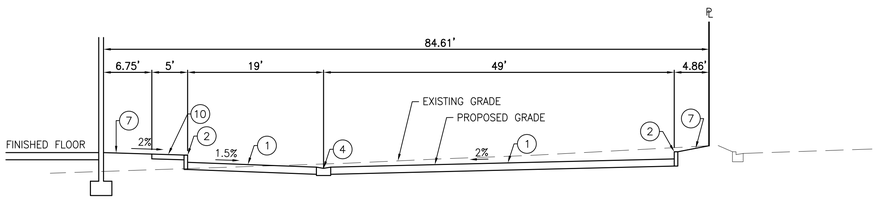
PROFESSIONAL STAMP

DATE: 8/29/23
SCALE: 1" = 20'
DESIGNED: JEK CHECKED: PC
SHEET NO. C-2
PROJECT NUMBER 600.00



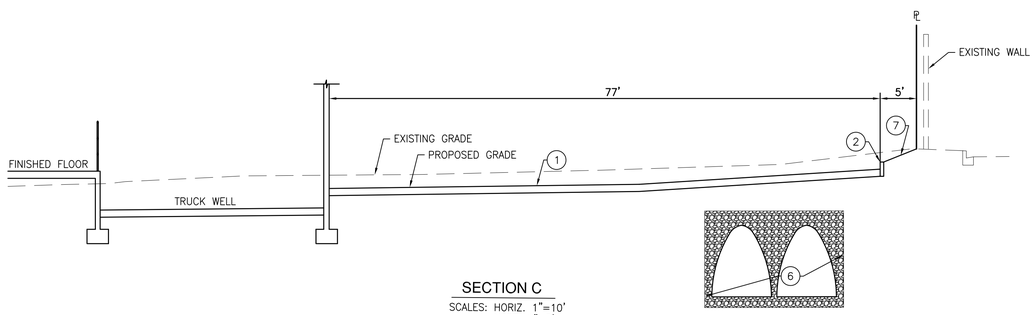
SECTION A

SCALES: HORIZ. 1"=10'
VERT. 1"=5'



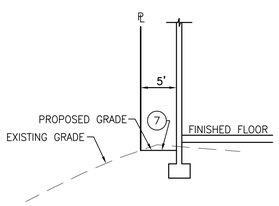
SECTION B

SCALES: HORIZ. 1"=10'
VERT. 1"=5'



SECTION C

SCALES: HORIZ. 1"=10'
VERT. 1"=5'



SECTION D

SCALES: HORIZ. 1"=10'
VERT. 1"=5'

CONSTRUCTION NOTES

1. CONSTRUCT P.C.C. PAVEMENT.
2. CONSTRUCT 6" CURB.
3. CONSTRUCT 6" P.C.C. CURB AND 12" GUTTER.
4. CONSTRUCT 24" P.C.C. LONGITUDINAL GUTTER.
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NO.	DATE	REVISION

Plotnik & Associates
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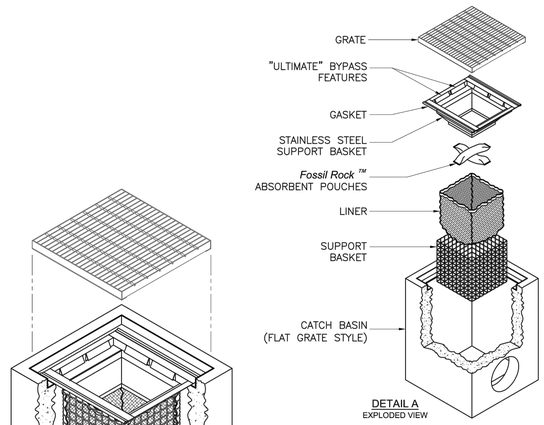
220 S. Pacific Coast Hwy., Ste. 111
Redondo Beach, CA 90277
Tel: (310) 605-6657
www.plotnik.com

FONTANA BUSINESS CENTER 3
JUNIPER AVENUE
FONTANA, CA 92337
SECTIONS

PROFESSIONAL STAMP

DATE: 8/29/23
SCALE: AS SHOWN
DESIGNED: JEK CHECKED: PC
SHEET NO. C-3
PROJECT NUMBER 600.00

FGP-0001



DETAIL A
EXPLODED VIEW

FloGard® FILTER
-INSTALLED INTO CATCH BASIN-

U.S. PATENT # 6,00,023 & 6,877,029

NOTES:

1. Filter insert shall have a high flow bypass feature.
2. Filter support frame shall be constructed from stainless steel Type 304.
3. Filter medium shall be *Fossil Rock* ™, installed and maintained in accordance with manufacturer specifications.
4. Storage capacity reflects 80% of maximum solids collection prior to impeding filtering bypass.

Inlet Filtration

FloGard®
Catch Basin Insert Filter
Grated Inlet Style

Oldcastle® Stormwater Solutions
7921 Southpark Plaza, Suite 200 | Littleton, CO | 80120 | Ph: 800.579.8819 | oldcastlestormwater.com

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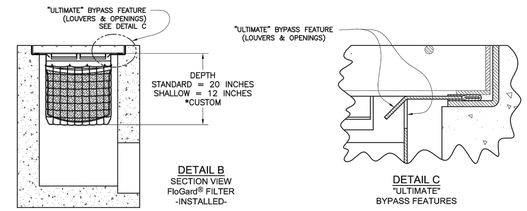
DRAWING NO.	REV.	ECO	DRN	CHK	DATE	SHEET
FGP-0001	G	ECO-0142	JPR 7/13/16	JPR 11/3/06		SHEET 1 OF 2

FGP-0001

U.S. PATENT # 6,00,023 & 6,877,029



DETAIL B
SECTION VIEW
FloGard® FILTER
-INSTALLED-

DETAIL C
"ULTIMATE"
BYPASS FEATURES

* MANY OTHER STANDARD & CUSTOM SIZES & DEPTHS AVAILABLE UPON REQUEST.

SPECIFIER CHART

MODEL NO. STANDARD DEPTH	STANDARD & SHALLOW DEPTH (Data in these columes is the same for both STANDARD & SHALLOW versions) INLET ID Inside Dimension (inch x inch)	GRATE OD Outside Dimension (inch x inch)	TOTAL BYPASS CAPACITY (cu. ft. / sec.)	STANDARD DEPTH -20 Inches- SOLIDS STORAGE CAPACITY (cu. ft.)	FILTERED FLOW (cu. ft. / sec.)	MODEL NO. SHALLOW DEPTH	SHALLOW DEPTH -12 Inches- SOLIDS STORAGE CAPACITY (cu. ft.)	FILTERED FLOW (cu. ft. / sec.)
FGP-12F	12 X 12	12 X 14	2.8	0.3	0.4	FGP-12F8	.15	.25
FGP-16F	16 X 16	16 X 19	4.7	0.8	0.7	FGP-16F8	.45	.4
FGP-18F	18 X 18	18 X 20	4.7	0.8	0.7	FGP-18F8	.45	.4
FGP-1824F	16 X 22	18 X 24	5.0	1.5	1.2	FGP-1824F8	.85	.7
FGP-1836F	18 X 36	18 X 40	6.9	2.3	1.6	FGP-1836F8	1.3	.9
FGP-2024F	18 X 22	20 X 24	5.9	1.2	1.0	FGP-2024F8	.7	.55
FGP-21F	22 X 22	22 X 24	6.1	2.2	1.5	FGP-21F8	1.25	.85
FGP-24F	24 X 24	24 X 27	6.1	2.2	1.5	FGP-24F8	1.25	.85
FGP-2430F	24 X 30	26 X 30	7.0	2.8	1.8	FGP-2430F8	1.6	1.05
FGP-2436F	24 X 36	24 X 40	8.0	3.4	2.0	FGP-2436F8	1.95	1.15
FGP-2448F	24 X 48	26 X 48	9.3	4.4	2.4	FGP-2448F8	2.5	1.35
FGP-28F	28 X 28	32 X 32	6.3	2.2	1.5	FGP-28F8	1.25	.85
FGP-30F	30 X 30	30 X 34	8.1	3.6	2.0	FGP-30F8	2.05	1.15
FGP-36F	36 X 36	36 X 40	9.1	4.6	2.4	FGP-36F8	2.65	1.35
FGP-3648F	36 X 48	40 X 48	11.5	6.8	3.2	FGP-3648F8	3.9	1.85
FGP-48F	48 X 48	48 X 54	13.2	9.5	3.9	FGP-48F8	5.45	2.25
FGP-SD24F	24 X 24	28 X 28	6.1	2.2	1.5	FGP-SD24F8	1.25	.85

Inlet Filtration

FloGard®
Catch Basin Insert Filter
Grated Inlet Style

Oldcastle® Stormwater Solutions
7921 Southpark Plaza, Suite 200 | Littleton, CO | 80120 | Ph: 800.579.8819 | oldcastlestormwater.com

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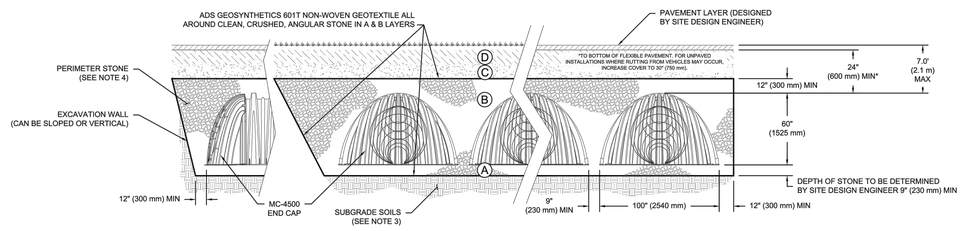
DRAWING NO.	REV.	ECO	DRN	CHK	DATE	SHEET
FGP-0001	G	ECO-0142	JPR 7/13/16	JPR 11/3/06		SHEET 2 OF 2

ACCEPTABLE FILL MATERIALS: STORMTECH MC-4500 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY, THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101
2. MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

F3
FONTANA, CA

DATE: DRAWN: JK
PROJECT #: CHECKED: NA

DATE	DRW	CHK	DESCRIPTION

StormTech® Chamber System
888-892-2694 | WWW.STORMTECH.COM

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER AND SUPPORTS SITE DESIGN PURPOSES ONLY. THE SITE DESIGN ENGINEER SHALL REPORT SITE DRAWING PRIOR TO CONSTRUCTION, IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

SHEET
3 OF 5

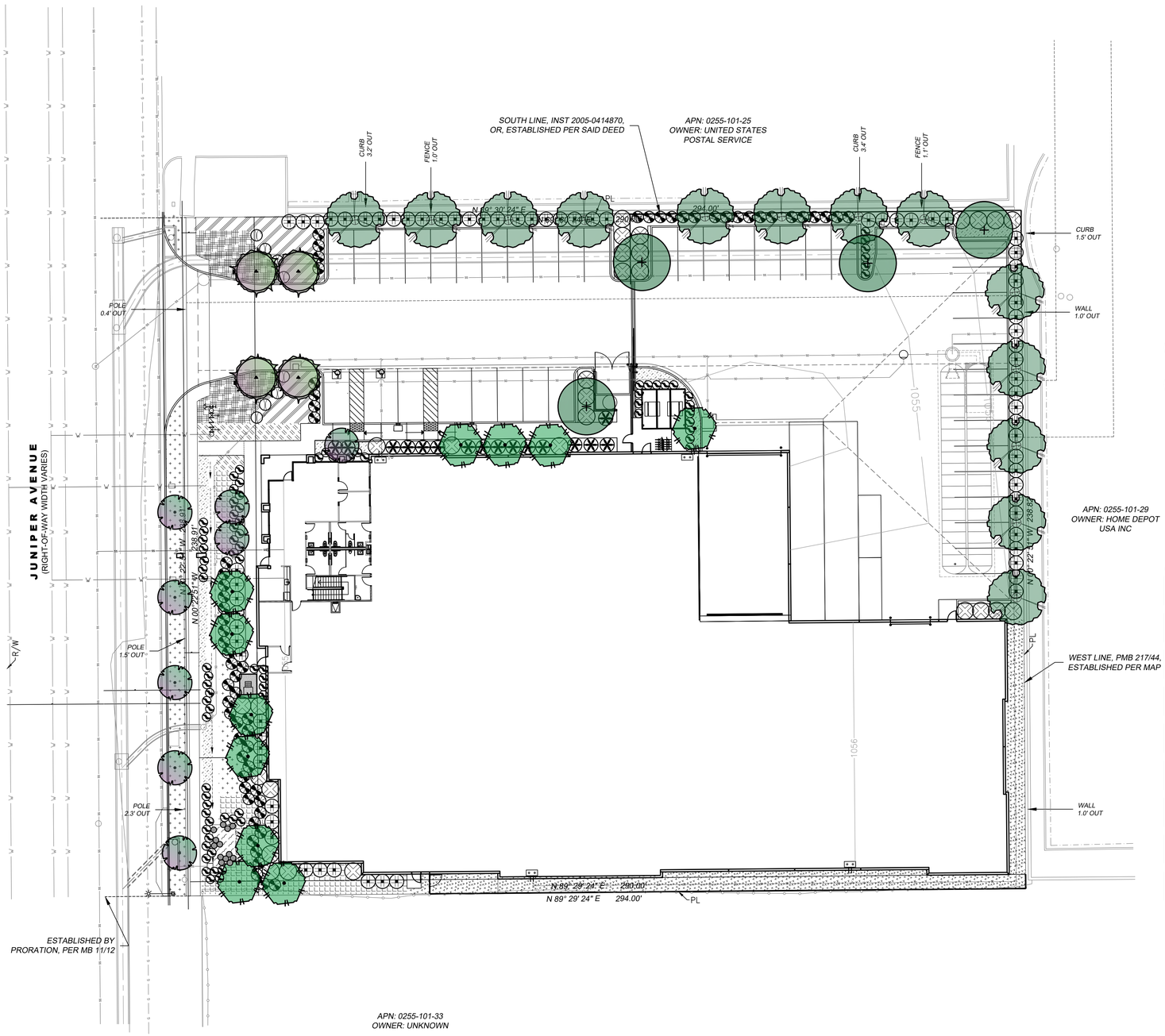
REVISION | DATE | NO.

Plotnik & Associates
Civil Engineering & Land Surveying
220 S. Pacific Coast Hwy., Ste. 111
Redondo Beach, CA 90277
Tel: (310) 605-6657
www.plotnik.com

FONTANA BUSINESS CENTER 3
JUNIPER AVENUE
FONTANA, CA 92337
DETAILS

PROFESSIONAL STAMP

DATE: 8/29/23
SCALE: AS SHOWN
DESIGNED: JEK CHECKED: PC
SHEET NO.
C-4
PROJECT NUMBER 600.00



PLANTING LEGEND:

	BOTANIC NAME	COMMON NAME	SIZE / SPACING	WUCOLS
TREES				
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	36" BOX	MODERATE
	CERCIS CANADENSIS 'OKLAHOMA'	EASTERN REDBUD	24" BOX	MODERATE
	AFROCARPUS GRACILIOR	FERN PINE	24" BOX	MODERATE
	QUERCUS ILEX	HOLLY OAK	24" BOX	LOW
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GALLON	MODERATE
SHRUBS / VINES				
	AGAVE DESMETTIANA 'VARIEGATA'	VARIEGATED SMOOTH AGAVE	5 GAL	LOW
	ARBUTUS UNEDO 'OKTOBERFEST'	DWARF STRAWBERRY TREE	5 GAL	LOW
	CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL	LOW
	JUNCUS PATENS	CALIFORNIA GRAY RUSH	5 GAL	LOW
	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL	LOW
	RHAMNUS CALIFORNICA	COFFEEBERRY	5 GAL	LOW
	RIBES AUREUM	GOLDEN CURRANT	5 GAL	LOW
GROUNDCOVERS				
	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	1 GAL @ 36" O.C.	LOW
	ANIGOZANTHOS 'BUSH PEARL'	DWARF PINK KANGAROO PAW	1 GAL @ 18" O.C.	LOW
	BACCHARIS 'TWIN PEAKS'	DWARF COYOTE BUSH	1 GAL @ 72" O.C.	LOW
	CAREX PRAEGRACILIS	CLUSTERED FIELD SEDGE	1 GAL @ 24" O.C.	MOD.
	DIANELLA REVOLUTA 'LITTLE REV'	LITTLE REV FLAX LILY	1 GAL @ 24" O.C.	LOW
	GREVILLEA LANIGERA 'COASTAL GEM'	COASTAL GEM GREVILLEA	1 GAL @ 42" O.C.	LOW
	MYOPORUM PARVIFOLIUM 'PINK'	PINK MYOPORUM	1 GAL @ 60" O.C.	LOW
	3" MINIMUM DEPTH 3/4" CRUSHED ROCK. COLOR TO BE 'BARKWOOD'			
	6" MINIMUM DEPTH 3"-6"Ø COBBLE. COLOR TO BE 'ARIZONA RIVER ROCK'.			

NOTES:
- ALL TREES WITHIN 5' OF HARDSCAPE TO RECEIVE 8' LONG ROOTBARRIER
- ALL PLANTER AREAS TO RECEIVE A 3" MINIMUM DEPTH LAYER OF SHREDDED WOOD BARK MULCH UNLESS OTHERWISE NOTED
- PLANT WATER USE VALUES ARE PER WUCOLS IV PLANT LIST

LANDSCAPE QUANTIES:

TOTAL TREES:	39
36" BOX TREES:	4 (10%)
24" BOX TREES:	24 (62%)
15 GALLON TREES:	11 (28%)
TOTAL SHRUBS:	803
5 GALLON SHRUBS:	273 (34%)
1 GALLON SHRUBS:	530 (66%)

AREAS:

TOTAL PROJECT AREA:	69,271 S.F.
TOTAL LANDSCAPE AREA:	10,518 S.F.
PERCENTAGE LANDSCAPE AREA:	15%
PARKING AREA:	14,090 S.F.
PARKING LANDSCAPE AREA:	3,125 S.F.
PERCENTAGE LANDSCAPE AREA:	22.2%

NORTH 0 20' 40' 80'

LICENSED LANDSCAPE ARCHITECT
RICE NO. 3341
STATE OF CALIFORNIA
Signature
12/31/24
Renewal Date
9/24/23
Date

COMMUNITY WORKS DESIGN GROUP
EST. 1985

LANDSCAPE ARCHITECTURE
4649 Brockton Avenue
Riverside, CA 92506
(951) 369-0700 | www.cwdg.fun

developer

CHASE PARTNERS LTD

6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

PAM22-153

sheet

Preliminary Landscape Plan

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 (1)	PLOT DATE 8/31/23
REVISIONS PLAN CHECK 2 0/00/23 (2)	SCALE
REVISIONS TYPE DATE (3)	SHEET NO.
(4)	L1.1
(5)	OF SHEETS

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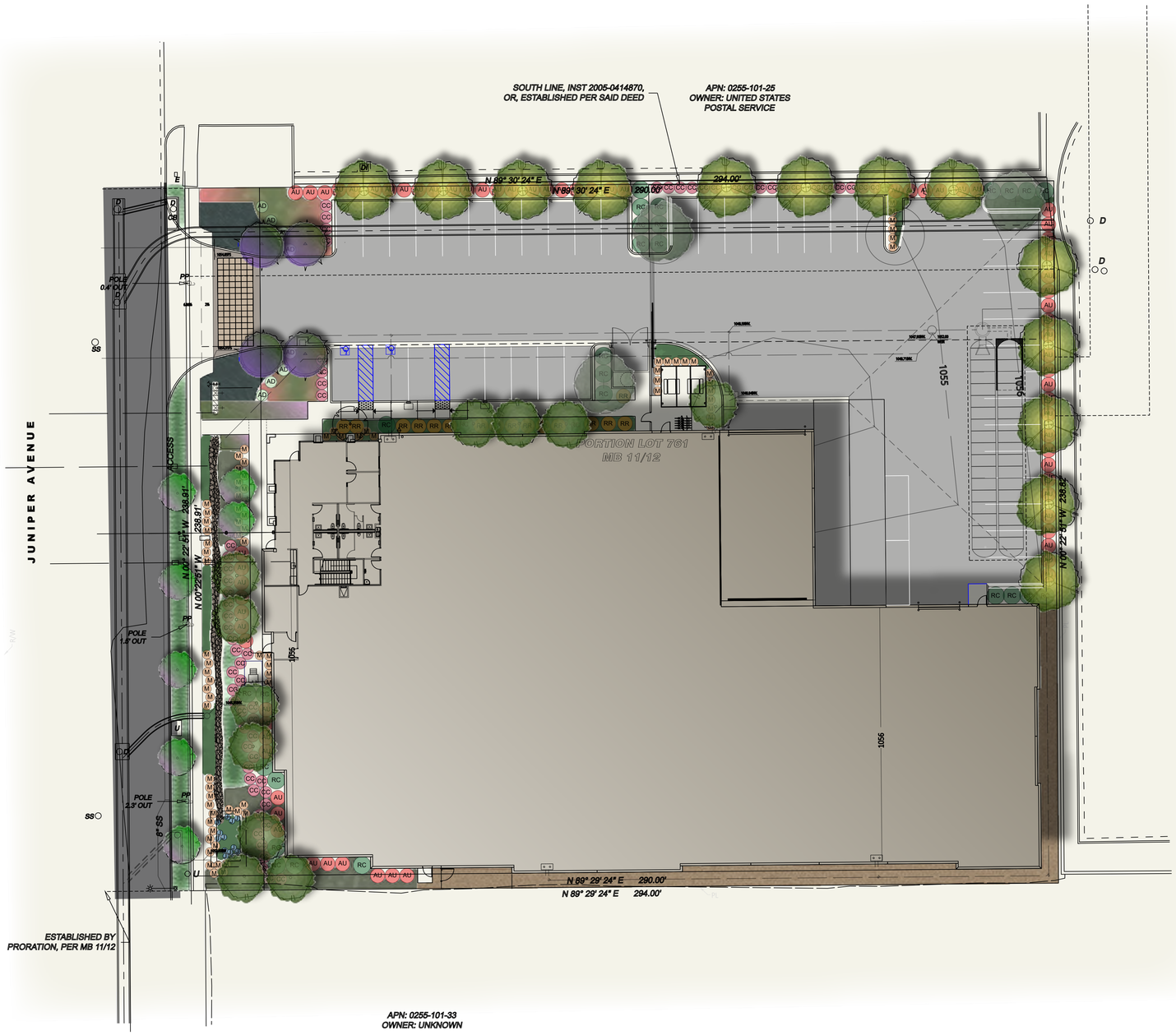

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	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	36" BOX	MODERATE
	CERCIS CANADENSIS 'OKLAHOMA'	EASTERN REDBUD	24" BOX	MODERATE
	AFROCARPUS GRACILIOR	FERN PINE	24" BOX	MODERATE
	QUERCUS ILEX	HOLLY OAK	24" BOX	LOW
	LOPHOSTEMON CONFERTUS	BRISBANE BOX	15 GALLON	MODERATE
SHRUBS / VINES				
AD	AGAVE DESMETTIANA 'VARIEGATA'	VARIEGATED SMOOTH AGAVE	5 GAL	LOW
AU	ARBUTUS UNEDO 'OKTOBERFEST'	DWARF STRAWBERRY TREE	5 GAL	LOW
CC	CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL	LOW
J	JUNCUS PATENS	CALIFORNIA GRAY RUSH	5 GAL	LOW
M	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL	LOW
RC	RHAMNUS CALIFORNICA	COFFEEBERRY	5 GAL	LOW
RR	RIBES AUREUM	GOLDEN CURRANT	5 GAL	LOW
GROUNDCOVERS				
	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	1 GAL @ 36" O.C.	LOW
	ANIGOZANTHOS 'BUSH PEARL'	DWARF PINK KANGAROO PAW	1 GAL @ 18" O.C.	LOW
	BACCHARIS 'TWIN PEAKS'	DWARF COYOTE BUSH	1 GAL @ 72" O.C.	LOW
	CAREX PRAEGRACILIS	CLUSTERED FIELD SEDGE	1 GAL @ 24" O.C.	MOD.
	DIANELLA REVOLUTA 'LITTLE REV'	LITTLE REV FLAX LILY	1 GAL @ 24" O.C.	LOW
	GREVILLEA LANIGERA 'COASTAL GEM'	COASTAL GEM GREVILLEA	1 GAL @ 42" O.C.	LOW
	MYOPORUM PARVIFOLIUM 'PINK'	PINK MYOPORUM	1 GAL @ 60" O.C.	LOW
	3" MINIMUM DEPTH 3/4" CRUSHED ROCK. COLOR TO BE 'BARKWOOD'			
	6" MINIMUM DEPTH 3"-6"Ø COBBLE. COLOR TO BE 'ARIZONA RIVER ROCK'.			

NOTES:
- ALL TREES WITHIN 5' OF HARDSCAPE TO RECEIVE 8' LONG ROOTBARRIER
- ALL PLANTER AREAS TO RECEIVE A 3" MINIMUM DEPTH LAYER OF SHREDDED WOOD BARK MULCH UNLESS OTHERWISE NOTED
- PLANT WATER USE VALUES ARE PER WUCOLS IV PLANT LIST

AREAS:

TOTAL PROJECT AREA:	69,271 S.F.
TOTAL LANDSCAPE AREA:	10,518 S.F.
PERCENTAGE LANDSCAPE AREA:	15%
PARKING AREA:	14,090 S.F.
PARKING LANDSCAPE AREA:	3,125 S.F.
PERCENTAGE LANDSCAPE AREA:	22.2%

NORTH 0 20' 40' 80'

LICENSED LANDSCAPE ARCHITECT
SCOTT J. RICE No. 4111
Signature
12/31/24
Renewal Date
5/23/23
Date
STATE OF CALIFORNIA

COMMUNITY WORKS DESIGN GROUP EST. 1985

LANDSCAPE ARCHITECTURE
4649 Brockton Avenue
Riverside, CA 92506
(951) 369-0700 | www.cwdg.fun

developer

CHASE PARTNERS LTD

6444 San Fernando Road
#3944
Glendale, CA
91221
310 689 7600

project

FONTANA BUSINESS CENTER 3

Juniper Avenue
Fontana, CA 92336

PAM22-153

sheet

Preliminary Landscape Plan

ISSUED FOR BID 00/00/23	JOB NO. F3-22
PLAN CHECK 00/00/23	DRAWN BY
PERMIT 00/00/23	CHECKED BY
REVISIONS PLAN CHECK 0/00/23 (1)	PLOT DATE 5/23/23
REVISIONS PLAN CHECK 2 0/00/23 (2)	SCALE
REVISIONS TYPE DATE (3)	SHEET NO.
(4)	L1.1
(5)	OF SHEETS

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CARTER GROUP ARCHITECTS INC. AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH CARTER GROUP ARCHITECTS INC. WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF CARTER GROUP ARCHITECTS INC. PRIOR TO THE FABRICATION OF ANY WORK.

TENTATIVE PARCEL MAP NO. 20795

LEGEND

- FH FIRE HYDRANT
- WV WATER VALVE
- STREET LIGHT
- LOT LIGHT
- TRAFFIC SIGNAL
- FDC FIRE CONNECTION
- BFV BACK FLOW VALVE
- PARKWAY DRAIN
- ELECTRIC UTILITY
- TELEPHONE UTILITY
- SIGNAL UTILITY
- WATER UTILITY
- STORM DRAIN UTILITY
- SEWER UTILITY
- GUARD POST
- TREE
- PALM TREE

UTILITY LEGEND

- UNDERGROUND SEWER LINE
- SD UNDERGROUND STORM DRAIN LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND CABLE LINE
- UNDERGROUND GAS LINE
- OVERHEAD LINE

UTILITY PURVEYORS

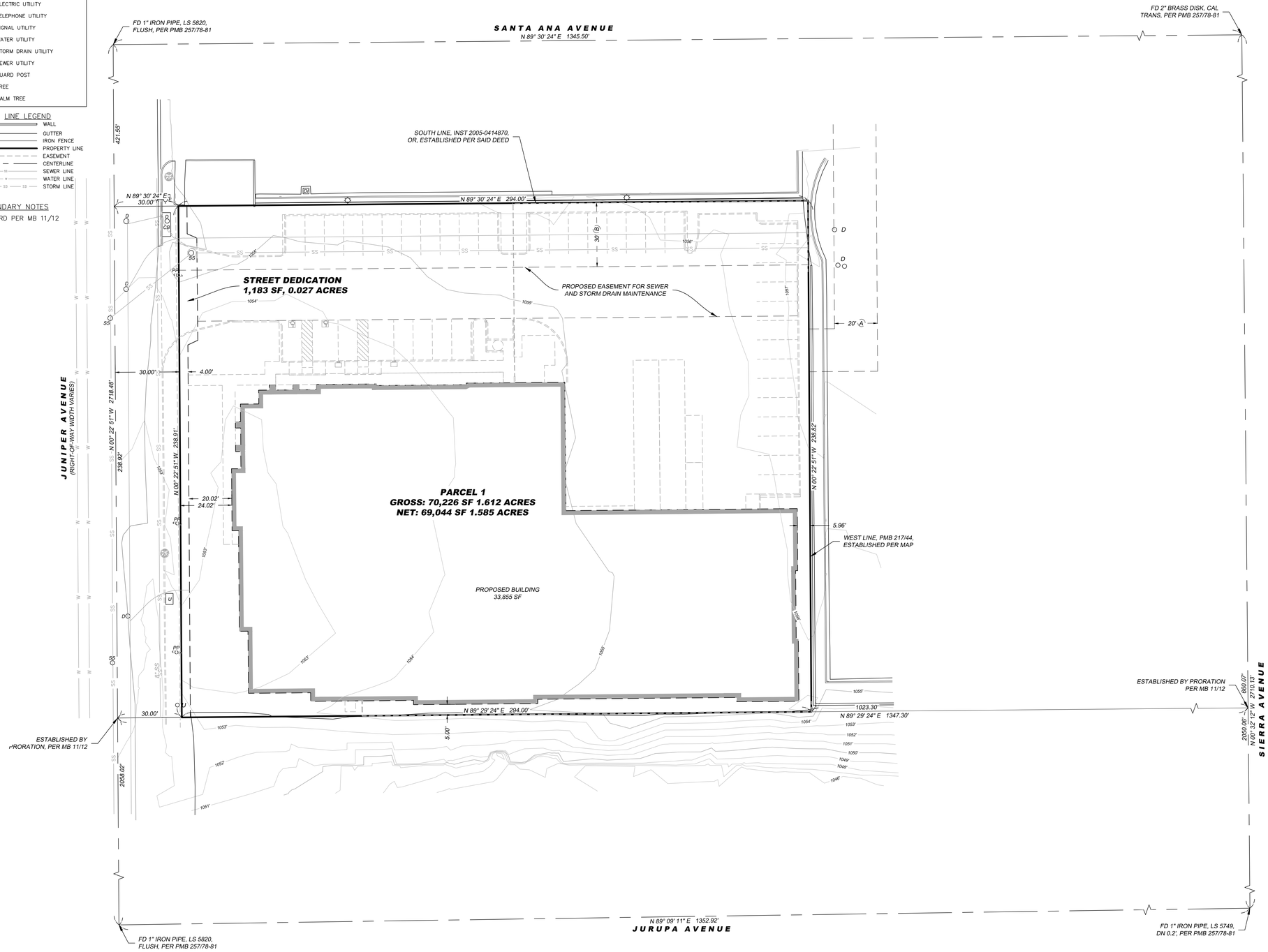
CITY OF FONTANA	(909)650-6764
AT&T	(800)332-1321
FONTANA WATER	(909)201-7312
IEUA	(909)993-1600
SO CAL GAS	(800)423-1391
EDISON	(800)611-1911

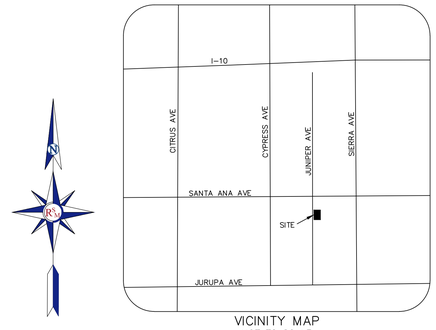
LINE LEGEND

- WALL
- GUTTER
- IRON FENCE
- PROPERTY LINE
- EASEMENT
- CENTERLINE
- SEWER LINE
- WATER LINE
- STORM LINE

BOUNDARY NOTES

( ) RECORD PER MB 11/12





VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NOTES:

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK.

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY THE VARIOUS UTILITY COMPANIES AND OR ABOVE GROUND MARKERS, AND THESE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. NO REPRESENTATION IS HEREBY GIVEN OR IMPLIED THAT ALL UNDERGROUND UTILITIES ARE SHOWN ON THIS MAP.

GENERAL NOTES:

PROPERTY OWNER:
CHASE JUNIPER LP

APPLICANT:
CHASE PARTNERS
6444 SAN FERNANDO RD, #3944
GLENDALE, CA 91221

CIVIL ENGINEER:
PLOTNIK & ASSOCIATES, INC.
220 S PACIFIC COAST HWY., SUITE 111
REDONDO BEACH, CA 90277
TEL: 310-605-6657

BENCHMARKS:
CITY OF FONTANA BENCHMARK # 517
ELEV = 981.36' NGVD 29

BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 5, (2017.75) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819.

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:
FARM LOT 761, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMITROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT MAP RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, THAT PORTION OF LOT 761 DESCRIBED IN DEED RECORDED JUNE 10, 2005, AS INSTRUMENT NO. 2005-0414870, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THOSE PORTIONS LYING WITHIN PARCEL MAP NO. 17652, RECORDED IN BOOK 217, PAGE 44, OF PARCEL MAPS.

PROJECT ADDRESS:
VACANT LAND, JUNIPER AVENUE, FONTANA

EXISTING LAND USE:
VACANT

PROPOSED LAND USE:
WAREHOUSE

EXISTING/PROPOSED ZONING:
I-G - GENERAL INDUSTRIAL
SLOVER EAST INDUSTRIAL DISTRICT

EXISTING LAND USE:
VACANT

AREA:
70,226 SQ. FT. 1.612 ACRES

EXISTING TREES:
THERE ARE NO TREES ONSITE.

FLOOD ZONE:
ZONE X - NOT IN A SPECIAL FLOOD ZONE
COMMUNITY PANEL NO.: 06071C8665H
MAP DATE: AUGUST 28, 2008

EASEMENTS:
A AN EASEMENT FOR SANITARY SEWER RECORDED NOVEMBER 29, 2006 AS INSTRUMENT NO 2006-0805918, OR.
-PLOTTED AS SHOWN
B AN EASEMENT FOR SANITARY SEWER RECORDED NOVEMBER 29, 2006 AS INSTRUMENT NO 2006-0805919, OR.
-PLOTTED AS SHOWN

NO.	DATE	REVISION

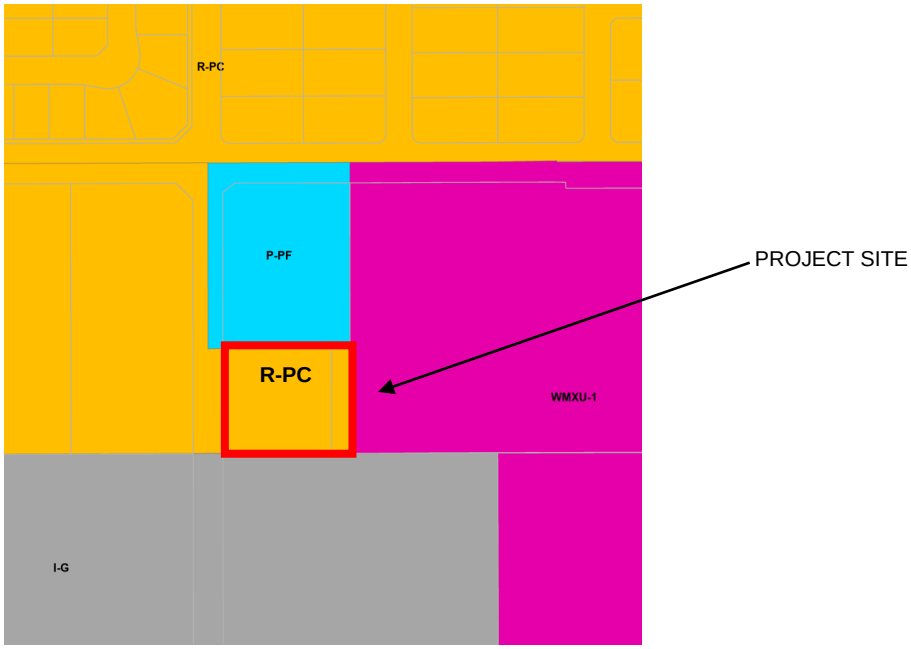
Plotnik & Associates
18635 S. Wilmington Ave. Suite 100
Rancho Dominguez, California 90220
Tel: (310) 605-6657
Fax: (310) 605-6658
www.plotnik.com
• CIVIL ENGINEERING • LAND SURVEYING

VACANT LAND, JUNIPER AVENUEFONTANA, CALIFORNIA

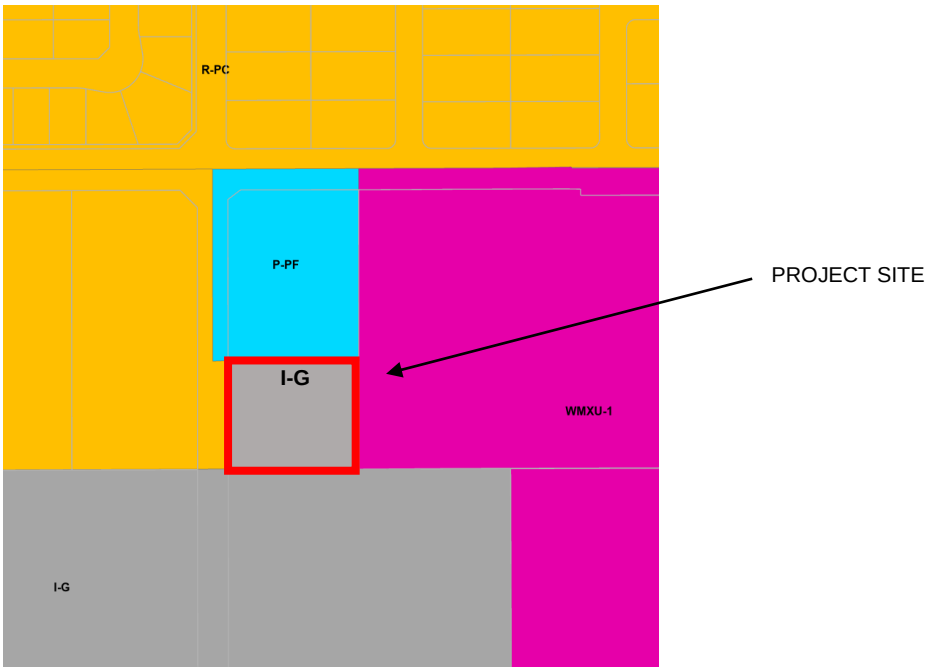
TENTATIVE PARCEL MAP NO. 20795

PROFESSIONAL STAMP
PROFESSIONAL LAND SURVEYOR
JEFFREY S. FARRISS
No. 9115
STATE OF CALIFORNIA

DRAWN:	JK
CHECKED:	PC
DATE:	08/15/2022
SCALE:	1" = 20'
SHEET NO.	1
PROJECT NUMBER	600.00



EXISTING GENERAL PLAN DESIGNATION
RESIDENTIAL PLANNED COMMUNITY (R-PC)

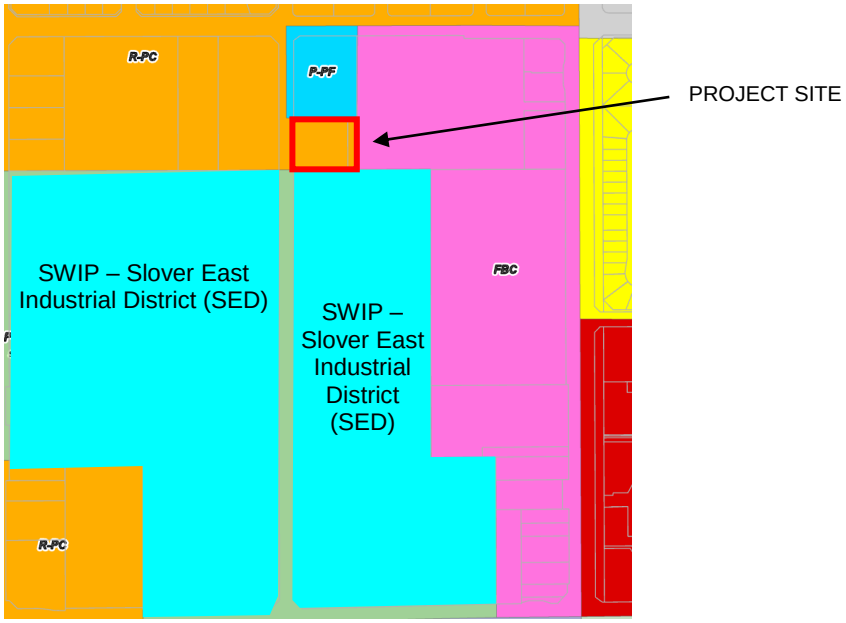


PROPOSED GENERAL PLAN DESIGNATION
GENERAL INDUSTRIAL (I-G)

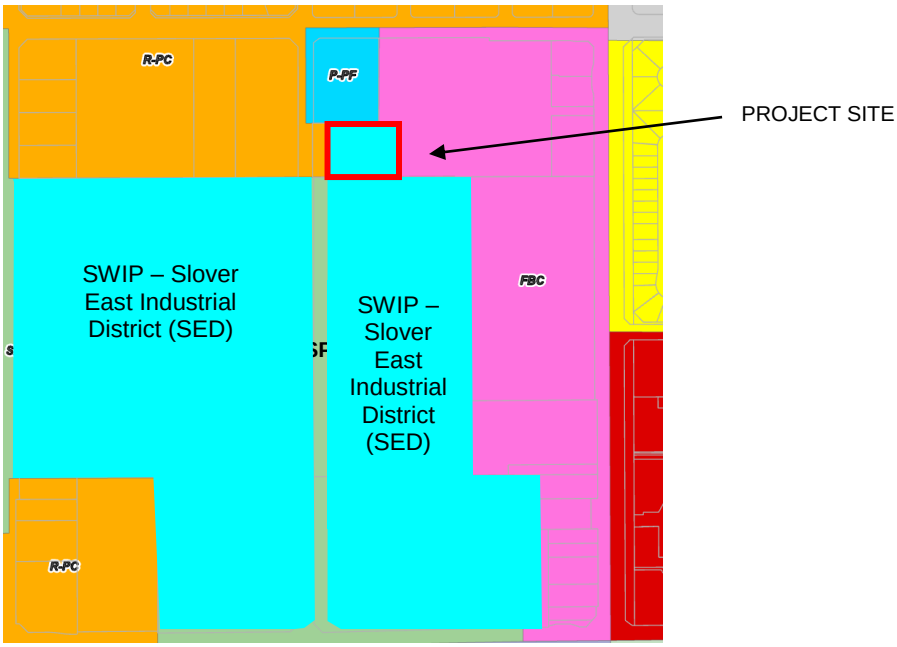
CITY OF FONTANA PLANNING DEPARTMENT

GENERAL PLAN AMENDMENT EXHIBIT

DATE: March 19, 2024
CASE: Master Case No. 23-013, General Plan Amendment No. 23-001, Zoning Code (Map) Amendment No. 23-002, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-003, Administrative Site Plan No. 23-006, Development Agreement No. 23-001



EXISTING SWIP BOUNDARY



PROPOSED SWIP BOUNDARY AND DISTRICT DESIGNATION
SLOVER EAST INDUSTRIAL DISTRICT (SED) OF THE SOUTHWEST INDUSTRIAL PARK SPECIFIC PLAN (SWIP)

CITY OF FONTANA PLANNING DEPARTMENT

ZONE CHANGE EXHIBIT

DATE: March 19, 2024
CASE: Master Case No. 23-013, General Plan Amendment No. 23-001, Zoning Code (Map) Amendment No. 23-002, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-003, Administrative Site Plan No. 23-006, Development Agreement No. 23-001

RESOLUTION PC NO. 2024 - ____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THE CITY COUNCIL OF THE CITY OF FONTANA ADOPT THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVE A MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT A RESOLUTION APROVING GENERAL PLAN AMENDMENT NO. 23-001, ADOPT AN ORDINANCE APPROVING ZONING DISTRICT MAP AMENDMENT NO. 23-002, ADOPT AN ORDINANCE APPROVING SPECIFIC PLAN AMENDMENT NO. 23-001, ADOPT AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 23-001, ADOPT A RESOLUTION APPROVING TENTATIVE PARCEL MAP NO. 23-002 (TPM NO. 20795), AND ADOPT A RESOLUTION APPROVING ADMINISTRATIVE SITE PLAN NO. 23-006 FOR THE DEVELOPMENT OF A 33,585 SQUARE FOOT INDUSTRIAL COMMERCE CENTER FACILITY BUILDING ON A SITE OF APPROXIMATELY 1.6 ACRES LOCATED AT APNS 0255-101-24 and 0255-101-30, AND DIRECT STAFF TO FILE THE NOTICE OF DETERMINATION

WHEREAS, on November 23, 1964 Assessor Parcel Numbers ("APNs") 0255-101-24 and 0255-101-30 were annexed from San Bernardino County into the City of Fontana; and

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

WHEREAS, on April 10, 2023, the City of Fontana ("City") received an application from Chase Partners ("Applicant"), for a General Plan Amendment No. 23-001, Zoning District Map Amendment No. 23-002, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-002 (TPM No. 20795), Administrative Site Plan No. 23-006, and Development Agreement No. 23-001 to amend the General Plan land use designation from Residential Planned Community (R-PC) to General Industrial (I-G), amend the zoning designation from Residential Planned Community to Specific Plan (SP), amend the Southwest Industrial Park (SWIP) Specific Plan to include the Subject Property, consolidate the two parcels at the Subject Property into one, and review the administrative site plan. for the development of an industrial commerce center building; totaling approximately 33,585 square feet on 1.6 acres at the Subject Property; and

WHEREAS, the Subject Property is to be developed below the assumed capacity as identified in the approved Housing Element, however there is still sufficient capacity in the city at the "above moderate" income category to meet the Regional House Needs Assessment (RHNA) numbers; and

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

WHEREAS, the MND indicated that all potential environmental impacts from the project would be less than significant with the incorporation of the identified mitigation measures in the Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Draft MND was prepared in accordance with CEQA and circulated for public review and comment on February 23, 2024, providing for a public comment period from February 27, 2024 to March 18, 2024 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration ("NOI") with the State Clearinghouse; (2) filing a NOI with the San Bernardino County Clerk; (3) placing a NOI in the Fontana Herald, a newspaper of general circulation; (4) mailing a NOI to various interested persons, agencies and tribes; and (5) posting a NOI on the City's website; and

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

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

WHEREAS, the Conditions of Approval have been prepared and are attached hereto as **Exhibit "A"** for Tentative Parcel Map No. 23-003 (TPM No. 20795) and **Exhibit "B"** for Administrative Site Plan No. 23-006; and

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

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

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

WHEREAS, on March 19, 2024, a duly noticed public hearing on General Plan Amendment No. 23-001, Zoning District Map Amendment No. 23-001, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-003 (TPM No. 20795), Administrative Site Plan No. 23-006 and Development Agreement No. 23-001 was held by the Fontana Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and

WHEREAS, on March 19, 2024, the Planning Commission carefully considered all information, evidence and testimony presented at its public hearing on General Plan Amendment No. 23-001, Zoning District Map Amendment No. 23-002, Specific Plan Amendment No. 23-001, Tentative Parcel Map No. 23-003 (TPM No. 20795), Administrative Site Plan No. 23-006 and Development Agreement No. 23-001; and

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

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

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

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

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

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

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

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

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

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

Section 3. General Plan Amendment Findings. The Planning Commission hereby makes the following finding for General Plan Amendment No. 23-001 in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

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

Finding of Fact**:** The applicant is proposing to change the General Plan Land Use Designation of the site from R-PC to I-G. This would allow for the construction of a 33,855 square foot industrial commerce center building. The site is adjacent to industrial development and will assist with the growing demand in the industrial sector. The I-G designation will be consistent with other nearby land uses along Juniper Avenue. The I-G designation also supports general plan goals, including:

Chapter 13, Goal No. 1, Action A: Establish a balance of industrial and manufacturing development along with services, especially in sectors with living wage jobs. The developer is proposing to construct an industrial commerce building, which will require construction labor. Labor leaders have emphasized that construction jobs support families. Additionally, the operations of the industrial commerce building will require employees for day-to-day operations, which will in turn provide jobs for local communities in the long term.

Section 4. Zoning District Map Amendment Findings. The Planning Commission hereby makes the following finding for Zoning District Map Amendment No. 23-002 in accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

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

Finding of Fact: The Applicant is proposing to change the zoning designation from R-PC to SP in order to include the Subject Property into the Slover East Industrial District (SED) of the SWIP. This would allow for the construction of a 33,585 square foot industrial commerce center building. The development will assist with the growing industrial commerce demand in the City of Fontana and the surrounding area. The zone change, and corresponding specific plan amendment will provide consistency with the existing development to the south and west of the Subject Property and will provide safe and attractive development.

Section 5. Specific Plan Amendment Findings. The City of Fontana Planning Commission hereby makes the following finding for Specific Plan Amendment No. 23-001 in accordance with Section 30-67 “Purpose” of the Fontana Zoning and Development Code:

Finding: **A specific plan may be amended by changing the development standards or zoning designation of any zone whenever such an**

amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is view as appropriate in the context of generally accepted planning principles, surrounding land uses, and the general plan.

Finding of Fact: The applicant is proposing to include the Subject Property in the SED of SWIP for the purpose of developing an approximately 33,585 square foot industrial commerce center building. The inclusion in the specific plan area will make the zoning consistent with properties to the south and east. The property north of the Subject Property is developed with a United States Postal Service post office and the property east of the site is developed with a "big box" retail building. The amendment to the SWIP Specific Plan is consistent with nearby land uses and will not be detrimental to any of the surrounding land uses.

Section 6. Tentative Parcel Map Findings. The Planning Commission hereby makes the following findings for Tentative Parcel Map No. 23-003 (TPM No. 20795) in accordance with Section No. 26-218(d) "Processing of application," of the Fontana Subdivision Code:

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

Findings of Fact: Tentative Parcel Map No. 23-003 (TPM No. 20795) is consistent with the existing and proposed General Plan Land Use Designation for the Subject Property. The lot size with the consolidation meets the lot standards of existing zoning designation (R-PC) and the proposed specific plan designation (SWIP Specific Plan). The tentative parcel map is a request to consolidate two (2) existing parcels (APNs: 0255-101-24 and 0255-101-30) into one parcel for the construction of an industrial commerce building totaling approximately 33,585 square feet, which is a land use permitted in the proposed specific plan designation.

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

Findings of Fact: The site design for Tentative Parcel Map No. 23-003 (TPM No. 20795) is consistent with the General Plan. The lot size and street configuration conform to the requirements of the Land Use, Zoning, and Urban Design and Community Mobility and Circulation Elements of the City of Fontana General Plan, and Chapter No. 26 of the City FMC. The lot size and street configuration also conform to the standards of the proposed land use designation (SED of the SWIP Specific Plan). The project includes all on-site and off-site improvements to meet all the General Plan goals and objectives as well as all of the zoning and SWIP requirements. Improvements consist of curb, gutter and sidewalks on Juniper Avenue, drainage, and grading to provide a safe and well-designed project for the area.

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

development proposed.

Findings of Fact: The Subject Property, which consists of approximately 1.6 adjusted gross acres, is adequate in size to accommodate the development of an industrial commerce center building that has approximately 3,000 square feet of office space and 30,585 square feet of warehouse area. The existing topography is conducive for the project, and development of the site will not require setback variances. Therefore, the site is suitable for this type of development.

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

Findings of Fact: The design of Tentative Parcel Map No. 20795 is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. There will be no significant effect on the environment with mitigation as a result of project implementation. A Mitigated Negative Declaration has been prepared and made a part of the environmental documentation and Conditions of Approval for this project.

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

Findings of Fact: The design of Tentative Parcel Map No. 23-003 (TPM No. 20795) will not cause public health problems. The development complies with the proposed general plan and specific plan land use requirements. Improvements include connection to public sewer, sidewalks, drainage, and grading to provide a safe and well-designed project for the area. Therefore, the project promotes the public health, safety, and welfare of the surrounding community.

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

Findings of Fact: The design of Tentative Parcel Map No. 23-003 (TPM No. 20795) and public improvements will not conflict with access easements acquired by the public. The site is accessed from Juniper Avenue, which is a publicly maintained street. Currently, there are no other public access easements through or within the Subject Property.

Section 7. Administrative Site Plan Findings. The Planning Commission of the City of Fontana hereby makes the following findings for Administrative Site Plan No. No. 23-006 in accordance with Section No. 30-81 “Findings for approval” of the Fontana Zoning and Development Code:

Finding No. 1: The proposal is consistent with the general plan, Zoning and

Development Code, and any specific plan or area plan.

Findings of Fact: The project, as proposed, is a request for the Planning Commission to review and forward a recommendation of approval for the site and architectural design for the proposed 33,585 square foot industrial commerce center. The project will be an appropriate and desirable development for the area and will be consistent with development in the immediate vicinity. With the requested associated general plan amendment, zone change and specific plan amendment, the project will meet or exceed the criteria contained in the Zoning and Development Code.

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

Findings of Fact: The project consists of the development of an approximately 33,585 square foot industrial commerce building, including 3,000 square feet of office area on 1.6 acres. The building will be built pursuant to all applicable building, zoning and fire codes, in addition to the Conditions of Approval attached hereto as Exhibit B and referenced herein. Architectural features such as glazing, metal canopies and a variety of colors will add structural and visual interest to the building. Additionally, variations to the building face and roof lines are architecturally pleasing and consistent with the industrial development in the surrounding area. The project includes curb and gutter improvements to Juniper Avenue. Therefore, the project promotes the public health, safety and welfare of the occupants and surrounding community.

Finding No. 2: **The proposal, in its design and appearance, is aesthetically and architecturally pleasing resulting in a safe well-designed facility while enhancing the character of the surrounding neighborhood.**

Finding of Fact: The project is aesthetically and architecturally pleasing and compatible with the surrounding area. The Subject Property is comprised of two combined parcels, approximately 1.6 adjusted gross acres, and is physically suitable in size and shape to support an industrial commerce center building. Applicable building, zoning, and fire codes will make for a safe, attractive, and well-designed project. The project will create visual interest with architectural features such as glazing, tower elements, and a variety of colors and materials with variations to the building face and roof lines. The character of the surrounding neighborhood reflects industrial uses and non-conforming residences. The project is compatible with the surrounding uses and provides a development that is designed with features (architectural relief, landscaping, street improvements, and lighting) to enhance the character of the surrounding area.

Finding No. 3: **The site improvements are appropriate and will result in a safe, well-designed facility.**

Finding of Fact: The development has appropriate improvements, not only for the Subject Property but the surrounding area. Project features include sidewalks, drainage, grading, perimeter and privacy walls, and fencing to provide a safe and well-designed neighborhood. The project has been reviewed by the Planning, Engineering, Building and Safety Departments, as well as Fontana Fire Prevention for site circulation, access, and safety and it was determined the project exceeds the standards of the Zoning and Development Code and will provide a safe design for public access.

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

1. A resolution adopting the Initial Study/MND and MMRP and direct staff to file the Notice of Determination;

2. A resolution adopting General Plan Amendment No. 23-001 to amend Exhibit 15.8 in Chapter 15 (Land Use, Zoning, and Urban Design) of the General Plan by changing the land use designation from R-PC to I-G for the Subject Property;

3. An ordinance adopting Zoning District Map Amendment No. 23-002 to amend the Zoning District Map from R-PC to SP – SWIP Specific Plan for the Project Area;

4. An ordinance adopting Specific Plan Amendment No. 23-001 to amend the SWIP Specific Plan to include the Project Area and designate it as part of the SED;

5. A resolution adopting Tentative Parcel Map No. 23-003 (TPM No. 20795) to consolidate two (2) parcels (approximately 1.6 acres) into one (1) parcel, subject to the Conditions of Approval attached hereto as **Exhibit "A"** and incorporated herein;

6. A resolution adopting Administrative Site Plan No. 23-006 for site and architectural review of a new 33,585 square foot industrial commerce center building, subject to the Conditions of Approval attached hereto as **Exhibit "B"** and incorporated herein; and

7. An ordinance adopting Development Agreement No. 23-001, which includes the payment of a public benefit fee of $150,896.25**.**

Section 9. Resolution Regarding Custodian of Record. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code Section No. 21081.6.

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

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

Section 12. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

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

City of Fontana

_____
Cathline Fort, Chairperson

ATTEST:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ricardo Quintana, Secretary

EXHIBIT "A"

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. 23-013 **DATE:** March 19, 2024
Tentative Parcel Map 23-003 (TPM No. 20795)

LOCATION: East side of Juniper Avenue, south of Santa Ana Avenue (APNs: 0255-101-24 and -30)

PLANNING DEPARTMENT:

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

   A. All requirements of the Fontana City's Municipal Code shall be complied with.

   B. All Conditions of Approval imposed on this project have been fulfilled.

2. The applicant/developer/property owner shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, 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 applicants 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 for and reimburse the city for such legal fees and costs, in their entirety, including actual attorney 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 attorney's fees, and other costs awarded against the city liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the city and/or any parties bringing such forth.

   The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with

respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

3. Tentative Parcel Map No. 23-003 (TPM No. 20795) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Southwest Industrial Park Specific Plan, Chapter 30 (Zoning and Development), Fontana Municipal Code (FMC) and the Subdivision Map Act.

4. The applicant/developer shall underground all utilities pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.

5. The applicant/developer shall comply with the mitigation measures identified in the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) as approved by the City Council.

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

7. Tentative Parcel Map No. 23-003 (TPM No. 20795) 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.

8. All provisions of Development Agreement (AGR) No. 23-001 shall be adhered to.

9. 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.

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

11. The applicant shall meet all requirements identified in the Industrial Commerce Sustainability Ordinance (Chapter 9, Article V of the Fontana Municipal Code).

12. Historic Archaeological Resources

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

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

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

13. The construction contractor shall 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 Municipal Code.

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

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

D. Have only necessary equipment onsite.

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

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

G. Temporarily enclose localized and stationary noise sources.

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

ENGINEERING DEPARTMENT

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

15. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.

16. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

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

18. The site plan shall identify interior traffic flow pattern.

19. The site plan shall indicate the location and method of operation of any vehicle restricting gates.

20. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress location including consideration for walls, landscaping, grading, and vegetation.

21. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals.

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

PRIOR TO ISSUANCE OF GRADING PERMIT

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

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

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

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

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

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

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

30. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.

31. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).

32. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to

inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required. If a TCO (Temporary Certificate of Occupancy) is required a full video inspection will be required as well at that time.

33. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

34. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

BUILDING AND SAFETY DEPARTMENT

35. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:

    A. California Building Code
    B. California Residential Code
    C. California Electrical Code
    D. California Mechanical Code
    E. California Plumbing Code
    F. California Energy Code
    G. California Fire Code
    H. California Green Building Standards Code

36. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the
    Fontana Fire Prevention District.

37. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.

38. 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.

39. 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.

40. The applicant shall comply with the following grading requirements:
A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.

B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.

C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.

D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.

E. No water course or natural drainage shall be obstructed.

F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.

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

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

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

I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:

1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations

(Indicate any additional drainage water that may come from an adjacent property.); and

2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and

3. All proposed drainage structures; and

4. Any proposed and/or required walls or fencing.

41. 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 PERMITS

42. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for the project:
    A. Precise grading plans shall be approved
    B. Rough grading completed
    C. Compaction certification
    D. Pad elevation certification
    E. Rough grade inspection signed off by a City Building Inspector

43. If hazardous substances are used and/or stored, the applicant shall provide a technical
    opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the
    proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

END OF CONDITIONS

EXHIBIT "B"

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. 23-013
Administrative Site Plan No. 23-006

DATE: March 19, 2024

LOCATION: East side of Juniper Avenue, south of Santa Ana Avenue (APNs: 0255-101-24 and -30)

PLANNING DEPARTMENT:

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

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

   A. All requirements of the Fontana City's Municipal Code shall be complied with.

   B. All Conditions of Approval imposed on this project have been fulfilled.

3. The applicant/developer/property owner shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicants 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 for and reimburse the city for such legal fees and costs, in their entirety, including actual attorney 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 attorney's fees, and other costs awarded against the city liabilities and expenses incurred in connection with such claim, action, or

proceeding whether incurred by applicant, the city and/or any parties bringing such forth.

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

4. This project shall comply with all applicable provisions, regulations, and development standards of the Southwest Industrial Park Specific Plan and Chapter 30 (Zoning and Development.

5. The applicant/developer shall meet all requirements identified in the Industrial Commerce Ordinance (Chapter 9, Article V of the Fontana Municipal Code).

6. The applicant/developer shall comply with the mitigation measures identified in the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) as approved by the City Council.

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

8. All provisions of Development Agreement (AGR) No. 23-001 shall be adhered to.

9. The applicant/developer shall underground all utilities pursuant to Section 27-50 through 27-54 of the City of Fontana Municipal Code, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Planning. A note to this effect shall be placed on the map prior to recordation of the final map.

10. 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.

11. 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.

12. The applicant shall post a publicly visible sign on the Subject Property 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.

13. 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.

14. The construction contractor shall 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 Municipal Code.

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

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

D. Have only necessary equipment onsite.

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

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

G. Temporarily enclose localized and stationary noise sources.

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

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

16. 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.

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

18. All parking stalls shall be clearly marked by double striping pavement painting. Parking stall sizes shall be measured from the mid-point between the striping. No parking spaces shall be designated in an industrial parking facility, except for disabled persons parking, van pool, carpool, or any other designated parking as required by law.

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

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

21. All landscaping shall be healthy and maintained in a reasonable manner as determined by the Director of Planning or his/her designee.

22. The transformer shall be screened by a solid screen wall and mature, dense landscaping, and not visible from the public right-of-way.

23. There shall be no refrigerated uses on site; unless, a future tenant follows any applicable studies/memorandums to amend this Condition of Approval.

24. The developer shall be required to comply with Development Agreement (AGR) No. 22-003.

ENGINEERING DEPARTMENT

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. Main trunk sewer line 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. 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.

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.

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

29. The site plan shall identify interior traffic flow pattern.

30. The site plan shall indicate the location and method of operation of any vehicle restricting gates.

31. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress location including consideration for walls, landscaping, grading, and vegetation.

32. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals.

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

PRIOR TO ISSUANCE OF GRADING PERMIT

34. 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.

35. 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

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

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

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

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

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

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

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

41. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.

42. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).

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

44. 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.

45. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practice transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

BUILDING AND SAFETY DEPARTMENT

46. 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

47. 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.

48. The applicant shall comply with the requirements of the South Coast Air Quality Management District (909-396-2000). SCAQMD requirements shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.

49. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.

50. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.

51. The applicant shall comply with the following grading requirements:

A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.

B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.

C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.

D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.

E. No water course or natural drainage shall be obstructed.

F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.

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

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

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

I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:

1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and

2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and

3. All proposed drainage structures; and

4. Any proposed and/or required walls or fencing.

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 PERMITS

53. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for the project:
    A. Precise grading plans shall be approved
    B. Rough grading completed
    C. Compaction certification
    D. Pad elevation certification
    E. Rough grade inspection signed off by a City Building Inspector

54. If hazardous substances are used and/or stored, the applicant shall provide a technical
    opinion and report, identifying and developing methods of protection from the hazards presented by the hazardous materials, may be required. This report shall be prepared by a qualified person, firm, or corporation and submitted to Building & Safety. This report shall also explain the proposed facility's intended methods of operation and list all of the
    proposed materials, their quantities, classifications, and the effects of any chemical (material) inter-mixing in the event of an accident or spill.

END OF CONDITIONS

RECORDING REQUESTED BY:
Cecily Session-Goins

Order No:

WHEN RECORDED MAIL
DOCUMENT TO:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn.: City Clerk

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

JUNIPER PROJECT DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF FONTANA,
a California municipal corporation

and

CHASE JUNIPER LIMITED PARTNERSHIP
a California Limited Partnership

Dated as of __April 9, 2024__ for reference purposes

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JUNIPER AVENUE PROJECT DEVELOPMENT AGREEMENT

This JUNIPER AVENUE PROJECT DEVELOPMENT AGREEMENT ("Agreement") is entered into by the City of Fontana a California municipal corporation (hereinafter "City"), and Chase Juniper Limited Partnership, a California limited partnership (hereinafter "Owner"). This Agreement is dated February 8, 2024 for reference purposes only; it will not become effective until the "Effective Date" (defined below). City and Owner are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

RECITALS

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

WHEREAS, Owner has requested that City enter into this Development Agreement with respect to that certain real property located on the east side of Juniper Avenue and south of Santa Ana Avenue in the City, consisting of 2 parcels identified as Assessor's Parcel Numbers (APNs) 0255-101-24 & 0255-101-30, as more particularly described on Exhibit "A" and shown on Exhibit "B" to this Agreement (the "Property"), and proceedings have been taken in accordance with the rules and regulations of City; and

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

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

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

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

WHEREAS, Owner has filed an application for, and the City Council has approved, General Plan Amendment (GPA) No. 23-001, Specific Plan Amendment (SPA) No. 23-001, Administrative Site Plan (ASP) No. 23-006 and Tentative Parcel Map (TPM) No.23-003; and

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS

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

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

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

1.1.3 "***Owner***" means Chase Juniper Limited Partnership, a California limited partnership, and its successors in interest to all or any part of the Property.

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

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

1.1.6 "***Development Approvals***" means all permits and other entitlements subject to approval or issuance by City in connection with the Development of the Property as set forth in attached **Exhibit C**, including, but not limited to: general plan amendments; specific plans and

specific plan amendments; tentative and final subdivision and parcel maps; design review; conditional use permits; zoning; and grading and building permits.

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

1.1.8 "***Development Impact Fee***" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by City to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

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

1.1.10 "***Effective Date***" means the date the ordinance approving this Agreement becomes effective.

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

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

1.1.13 "***Land Use Regulations***" means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property. "***Land Use Regulations***" do not include any City ordinance, resolution, code, rule, regulation, or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the control and

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abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

1.1.14 "***Mitigation Monitoring and Reporting Program***" or "***MMRP***" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required environmental impact mitigation measures approved by City Council Resolution No. _____ _____, 2023 in conjunction with the City Council's certification of the EIR.

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

1.1.16 "***Parcel Map***" means the subdivision map identified in City records as Tentative Parcel Map No. 20638 and approved by the City Council on _____, 2023.

1.1.17 "***Project***" means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement. The Project will consist of a logistics facility totaling approximately 490,565 square feet.

1.1.18 "***Property***" means the certain real property located on Juniper Avenue in the City, consisting of two parcels identified as Assessor's Parcel Numbers (APNs) 0255-101-24 & 0255-101-30, as more particularly described in **Exhibit A** and shown on **Exhibit B** to this Agreement.

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

1.1.20 "***Specific Plan***" means the "Southwest Industrial Park Specific Plan (SWIP)" identified in City records as SP No. 09-02 and adopted by City Council Ordinance No. 1663 on June 12, 2012.

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

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

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

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

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

Exhibit A – Legal Description of the Property

Exhibit B – Map showing Property and its location

Exhibit C – Existing Development Approvals

2. GENERAL PROVISIONS

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

2.2 **Property Ownership and Interest**. The Owner represents and covenants that it is the legal or equitable owner of the fee simple title to the Property.

2.3 **Term**. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 **Sale or Assignment**.

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

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

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

Any sale, transfer or assignment not made in compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute this agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. Notwithstanding the foregoing, Owner shall have the right to transfer its interest in this Agreement to an "Owner Affiliate." An "Owner Affiliate" is an entity in which the original owner owns a majority financial or voting interest. Owner shall provide written notification to City concurrently with the completion of such a transfer.

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

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

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

(c) Owner has provided City with the notice and executed agreement required under paragraph (2) of subsection 2.4.1(b) above.

(d) The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Owner to secure performance of its obligations hereunder.

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

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to City to release said lot from the obligations under this Agreement relating to all other portions of the property. Within thirty (30) days of such request, City shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of Owner from its duties and obligations under this Agreement.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 **Amendment or Cancellation of Agreement**. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of City or Owner for a party's breach of the Agreement as provided by this Agreement.

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

2.6.1 Expiration of the stated term of this agreement as set forth herein.

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

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

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

2.6.5 Termination by the City upon a default by Owner, as provided in this Agreement.

2.6.6 Termination of this Agreement will not operate to automatically terminate any Development Approvals or other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by Owner to City buildings on which construction has not yet begun shall be refunded to Owner by City.

2.6.7 Notwithstanding any provision herein to the contrary, the obligation of Owner to pay the Public Benefit Fee as set forth in Section 4.3.1 shall survive the termination of this Agreement until all buildings have been constructed on the Property pursuant to the Development Plan or otherwise.

2.7 **Notices.**

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

2.7.2 All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt after deposit in the United States mail in a sealed envelope as either registered or certified

mail with return receipt requested, postage and postal charges prepaid, and addressed to the recipient named below; or (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier. All notices shall be addressed as follows:

If to City:

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

with a copy to:

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

If to Owner:

Chase Juniper Limited Partnership
c/o Chase Partners, Ltd.,
6444 San Fernando Road #3944
Glendale, CA 91221
Attn: Michael Carter
Telephone: (310) 689-7600

with a copy to:

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

3. DEVELOPMENT OF THE PROPERTY

3.1 **Rights to Develop**. Subject to the terms of this Agreement, including the Reservations of Authority, Owner shall have the vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to be a covenant to develop or construct the Project or any portion of the Project.

3.2 **Effect of Agreement on Land Use Regulations**. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise its reasonable discretion in accordance with the Development Plan and as provided by this Agreement, including, but not limited to, the Reservations of Authority. City shall accept for processing, review, and action all applications for Subsequent Development

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Approvals and such applications shall be processed in the normal manner for processing such matters.

3.3 **Timing of Development**. The parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is City's and Owner's intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop the Property, or not, in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan or the Phasing Plan set forth in Section 3.4.

3.4 **Development Phasing Plan**. The Development of the Property is subject to any timing and phasing requirements established by the Development Plan.

3.5 **Changes and Amendments**.

3.5.1 The parties acknowledge that refinement and further development of the Project may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. If in years one (1) through five (5) during the Term of this Agreement, Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to **Exhibit C** and may be further changed from time to time as provided in this Section 3.5.

If in years six (6) through ten (10) during the Term of this Agreement, Owner finds that changes to the Existing Development Approvals are necessary or appropriate for the refinement and further development of the Project, Owner shall apply for a Subsequent Development Approval and City shall process and act on such application in accordance with the land use regulations existing at the time of such application. Notwithstanding any provision herein to the contrary, Owner shall pay any and all fees and Development Exaction in place following years one (1) through five (5) and shall be required to pay any and all fees and exactions adopted at the time of applications for permits and approvals related to the Development Plan, including any amendments thereto.

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

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

(f) Alter the findings of the applicable environmental document.

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

3.6 **Reservations of Authority**.

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

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

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

(c) Regulations governing construction standards and specifications, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(d) Regulations imposing Development Exactions; In years one (1) through five (5) during Term of this Agreement, no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the City or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction within the aforementioned timeframe shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, City shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

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

(f) Regulations that are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property, or which shall increase the cost of development of the Project, shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the property during years one (1) through five (5) of the Term of this Agreement.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan subject to 3.6.1(f), nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or on the basis of any Subsequent Land Use Regulation which does not conflict with the Development Plan. Upon approval of any Subsequent Development Approval, such Subsequent Development Approval shall be deemed vested pursuant to the provisions of this Agreement, without any further action by City or Owner being required.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or

preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.6.4 Intent. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited.

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

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

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

3.10 **Tentative Tract Map Extensions**. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.11 **Vesting Tentative Maps**. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to Owner, then and to that extent the rights and protections afforded Owner under the laws and ordinances applicable to vesting maps shall supersede the provisions of

this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

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

4. PUBLIC BENEFITS

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

4.2 **Development Impact Fees**.

4.2.1 Amount and Components of Fee. The amount of the public facilities and services mitigation fees may be periodically adjusted by the City.

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

4.3 **Public Benefit Fee**.

4.3.1 As consideration for City's approval and performance of its obligations as set forth in this Agreement, Owner agrees to pay to the City a one-time public benefit fee in the amount of Four Dollars and Twenty five Cents ($4.25) per building square foot, which is estimated to be One Hundred Fifty Thousand, Eight Hundred Ninety-Six Dollars and Twenty Five Cents ($150,896.25) ("**Public Benefit Fee**"). Payment of the Public Benefit Fee shall be in addition to any other customary fees or charges to which the Project would otherwise be subject (e.g., development impact fees and application fees). The actual amount of the Public Benefit Fee shall be set, based upon the actual building square footage, prior to the issuance of any building permit for the Project, and Owner shall pay the Public Benefit Fee to the City prior to the issuance of any building permit for the Project.

4.3.2 The City has sole discretion to determine the uses for the Public Benefit Fee. The City has not designated a specific project or purpose for the Public Benefit Fee. Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fee, that its obligation to pay the Public Benefit Fee is an essential term of this Agreement, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the

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Public Benefit Fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise.

4.3.3 Notwithstanding any provision herein to the contrary, the obligation of Owner to pay the Public Benefit Fee as set forth in Section 4.3.1 shall survive the termination of this Agreement until all buildings have been constructed on the Property pursuant to the Development Plan or otherwise.

5. FINANCING OF PUBLIC IMPROVEMENTS.

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

6. REVIEW FOR COMPLIANCE

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

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

6.2.1 During either an annual or special review. Owner will be required to demonstrate its good faith compliance with this Agreement. The burden of proof on this issue shall be on Owner.

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

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

6.2.4 If the City Council makes a preliminary finding that Owner has not materially complied in good faith with this Agreement, then, following notice and opportunity to cure as provided under Section 6.4, the City Council may modify or terminate this Agreement as provide in Section 6.4 and 6.5. Notice of default as provided under Section 7.4 of this Agreement shall be given to Owner prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

7. PROCEEDINGS FOR MODIFICATION OR TERMINATION.

7.1 **Proceedings Upon Modification or Termination**. If, upon a finding under Section 6.2, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Owner of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

7.1.1 The time and place of the hearing;

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

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

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

7.3 **Certificate of Agreement Compliance**. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder.

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Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

8. DEFAULT AND REMEDIES

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

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

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

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

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

8.2 **Specific Performance**.

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

(a) Monetary damages are unavailable against City as provided in Section 8.1 above.

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

8.3 **Release**. Except for non-damage remedies, including the remedy of specific performance as provided in Section 8.2, Owner, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability based upon Article I, Section 19 of the

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California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any other liability or damage, whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

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

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

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

9. THIRD PARTY LITIGATION

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

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

9.2 **Third-Party Litigation Concerning Agreement**. Owner shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officers and employees from any claim, action or proceeding against City, its agents, officers, or employees to

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attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if City fails to cooperate in the defense, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless City. City may in its discretion participate in the defense of any such claim, action or proceeding. Anything in this Agreement to the contrary notwithstanding, the Term set forth in Section 4.3 of this Agreement and the expiration date of all Development Approvals will automatically be extended by the longer of (i) the number of days in the period commencing on the date of filing any legal action of the type described in this Section and ending on the date that the claim, action or proceeding is either settled or fully and finally resolved in City's and Owner's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final and non-appealable judgment or decisions; or (ii) the number of days in the period commencing on the date that a referendum conceding the Development Approvals is timely qualified for the ballot and the date that a referendum is certified resulting in upholding and approving the Development Approvals. City will execute, in recordable form, any instrument which Owner may reasonably require to evidence the extension.

9.3 **Indemnity**. In addition to the provisions of Section 9.2, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims and damages to the extent caused by the negligence or willful misconduct of City or its officers, agents, employees, contractors, subcontractors, and independent contractors. Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such legal action.

9.4 Deposit of Legal Defense Costs. In the event of any litigation or legal challenge filed against City as described in this Section 9, then within twenty (20) calendar days following written demand by City therefor, Owner shall deposit with City funds into a deposit account maintained by City ("Fund") to reimburse City for City's costs and expenses, including without limitation attorney's fees, ultimately incurred by City to defend any such claim, action, or proceeding. The initial deposit shall be the sum of twenty thousand dollars ($20,000). The Fund, once established, shall at all times contain an amount necessary to cover not less than three (3) months of budgeted or anticipated expenditures by City relating to City's defense of such claim, action, or proceeding, including any and all appeals from decisions related thereto, as such budgeted or anticipated expenditures are determined by City in its sole and absolute discretion. For such purposes, City may from time to time, in City's sole and absolute discretion, make written demand upon Owner for deposit of additional funds by Owner into the Fund, in which event Owner shall deposit such additional funds into the Fund within twenty (20) calendar days following written demand by City.

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

9.6 **Reservation of Rights**. With respect to Sections 9.2, 9.3 and 9.4 herein, City reserves the right to either (1) approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Owner shall reimburse City upon written request for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor. If City chooses to conduct its own defense, City's separate counsel's billing rates shall be identical to the rates City pays for its typical municipal litigation rates for legal challenges for the type being defended.

10. MORTGAGEE PROTECTIONS

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Owner in the performance of Owner's obligations under this Agreement.

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

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(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City' s performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 **Recordation of Agreement**. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code. Owner agrees that immediately following recordation of the grant deed by which the Owner acquires title, the Owner will immediately record this Development Agreement against the real property.

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

11.3 **Severability**. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the public benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

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

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

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

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

11.11 **Force Majeure**. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, epidemics, pandemics, other acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder will be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances due to a force majeure event for more than five (5) years.

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

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

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11.14 **Counterparts**. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

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

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

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

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

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

11.20 **Authority to Execute**. The person or persons executing this Agreement on behalf of Owner warrants and represents that he or she/they have the authority to execute this Agreement

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on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

[Signatures on following pages]

DRAFT

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF FONTANA
AND POPLAR SOUTH DC, LLC

City

CITY OF FONTANA,
a California municipal corporation

By: _____
Acquanetta Warren, Mayor

By: _____
Matthew Ballantyne, City Manager

CHASE JUNIPER LIMITED PARTNERSHIP,
a California limited partnership

By: Chase Partners, Ltd.,
a Nevada Corporation, its general partner

By: _____
Name: David A. Parker
Title: President

ATTEST:

By: _____
Germaine Key, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

_____
Ruben Duran, City Attorney

DRAFT

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

DRAFT

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

DRAFT

EXHIBIT A

TO DEVELOPMENT AGREEMENT BETWEEN THE City OF FONTANA AND Chase Juniper, LP

Legal Description of the Property

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows: TENTATIVE PARCEL MAP NO. 23003, BEING A DIVISION OF THE FOLLOWING:

TRACT 1: (0255-101-24 & 30)

FARM LOT 761, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT MAP RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM, THAT PORTION OF LOT 761 DESCRIBED IN DEED RECORDED JUNE 10, 2005, AS INSTRUMENT NO. 2005-0414870, OF OFFICIAL RECORDS.
ALSO EXCEPTING THEREFROM, THOSE PORTIONS LYING WITHIN PARCEL MAP NO. 17652, RECORDED IN BOOK 217, PAGE 44, OF PARCEL MAPS.
APN: 0255-101-24-0-000, APN: 0255-101-30-0-000

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EXHIBIT B

TO DEVELOPMENT AGREEMENT BETWEEN
THE City OF FONTANA AND CHASE JUNIPER, LP

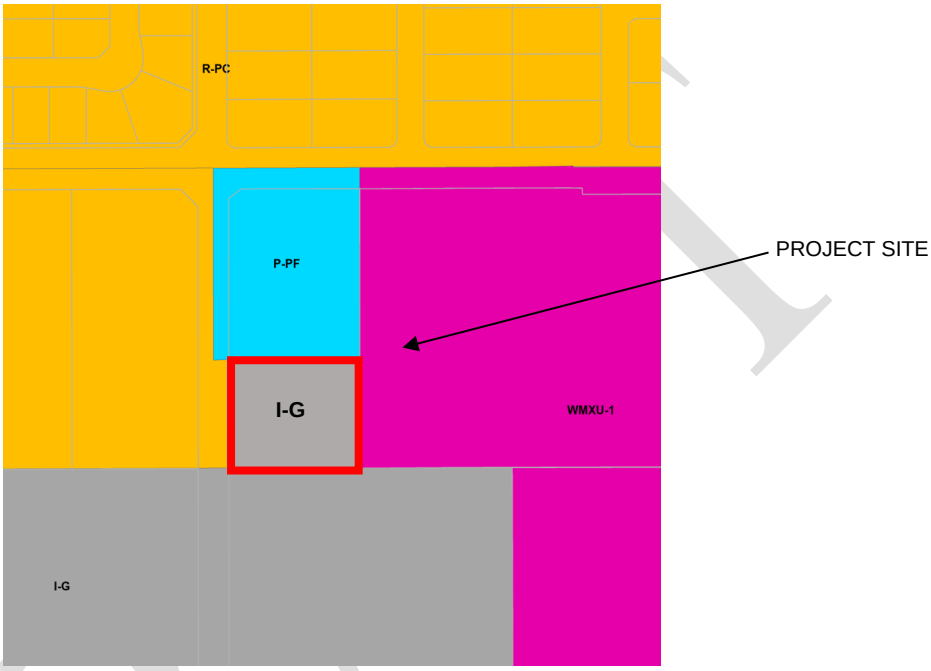
Map Showing Property and its location:

EXHIBIT C

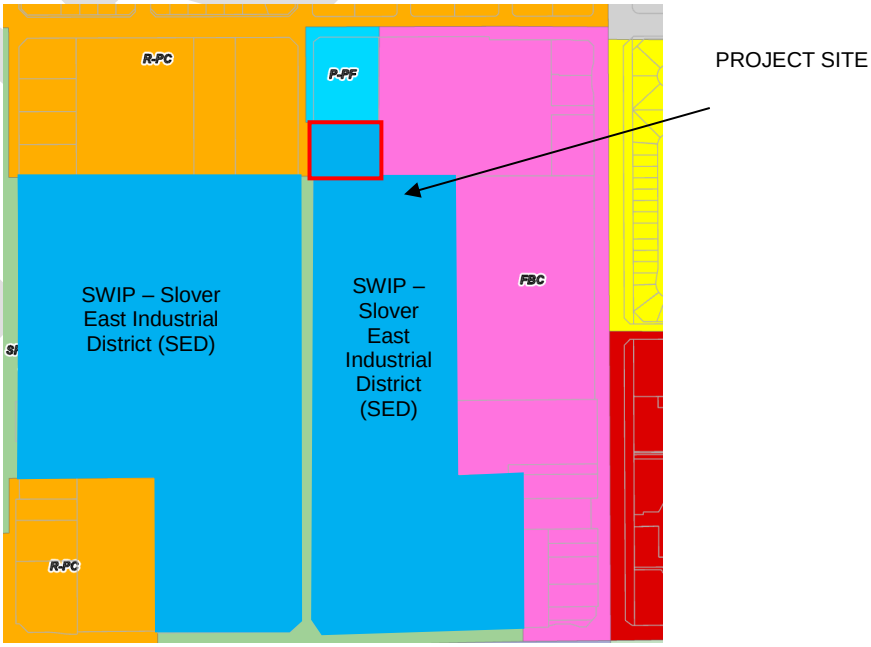
TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FONTANA AND CHASE JUNIPER, LP

Development Approvals

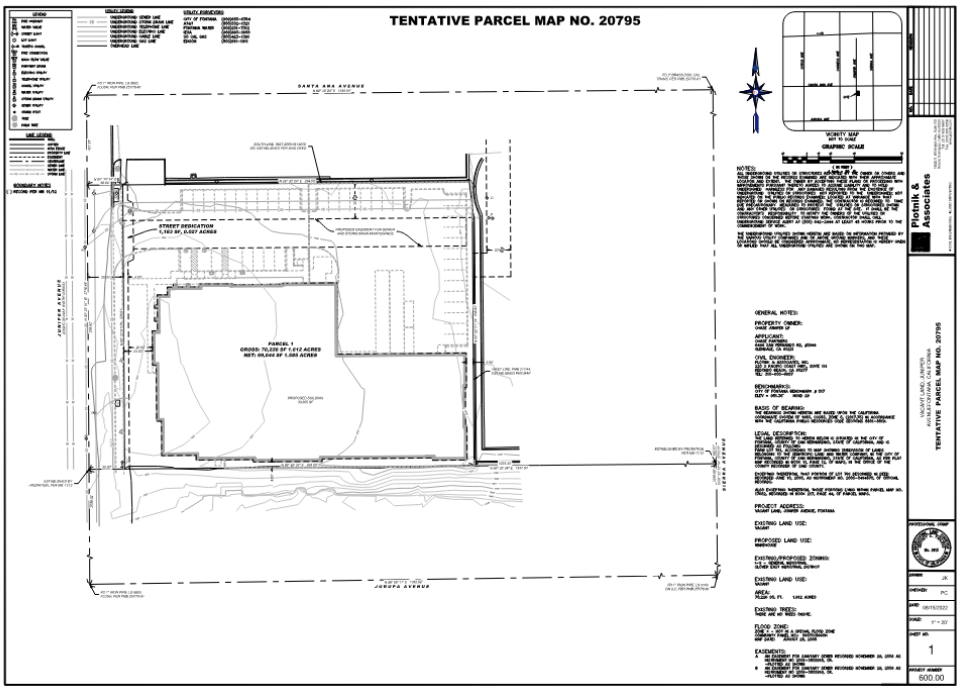
GENERAL PLAN DESIGNATION – GENERAL INDUSTRIAL (I-G)



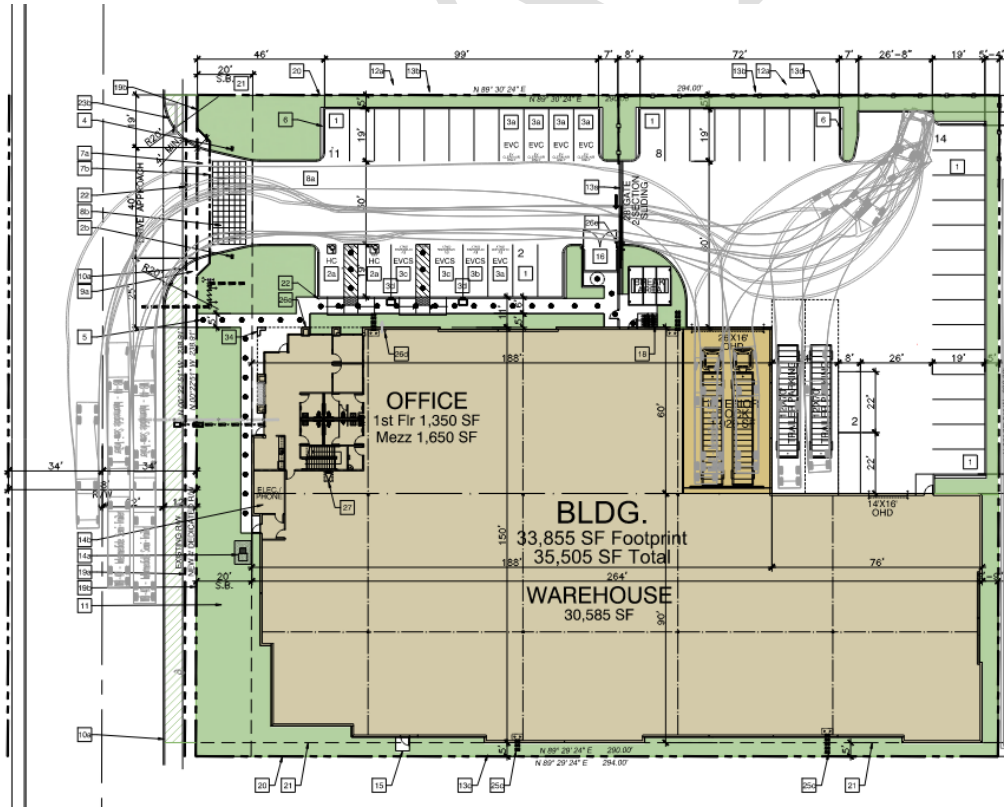
ZONING & SPECIFIC PLAN - SOUTHWEST INDUSTRIAL PARK SPECIFIC PLAN (SWIP) & SLOVER EAST INDUSTRIAL DISTRICT



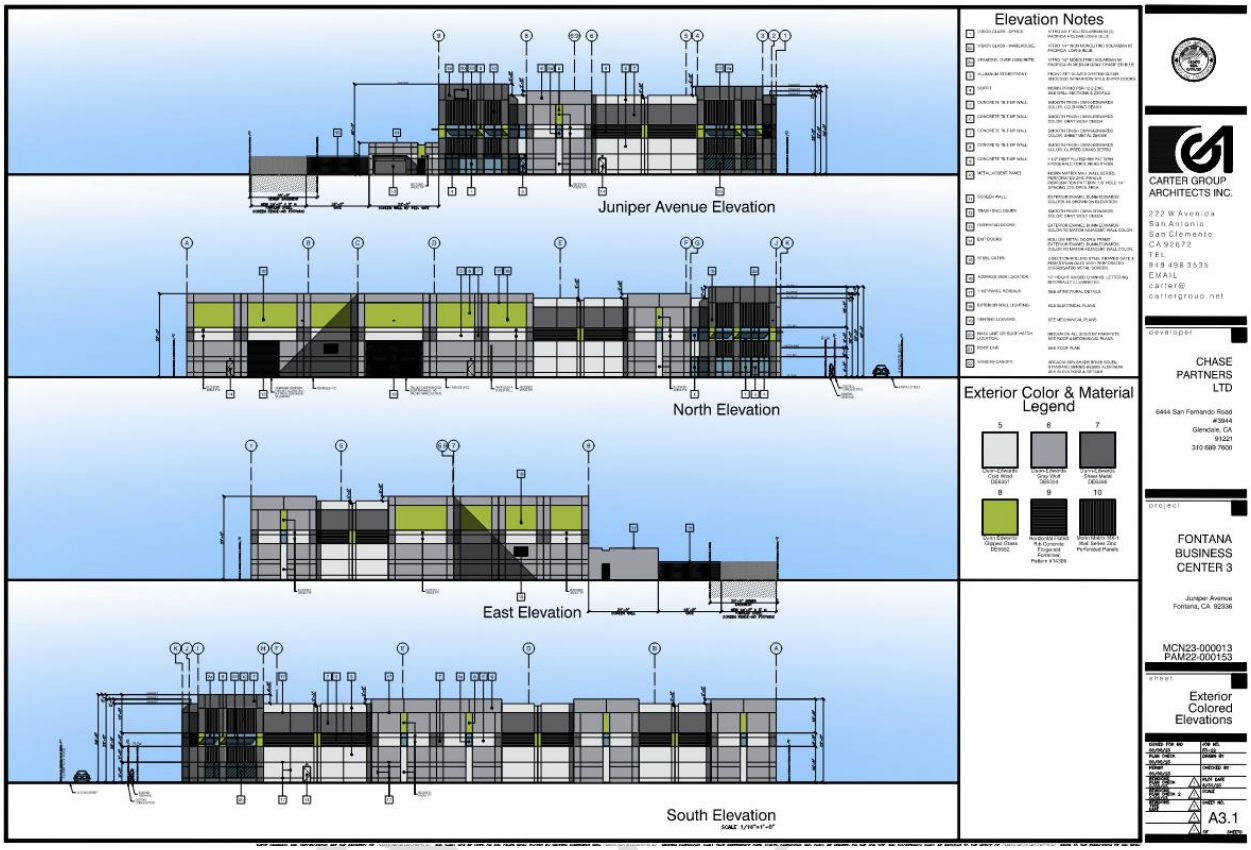
TENTATIVE PARCEL MAP



SITE PLAN



ELEVATIONS



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

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

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

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

MASTER CASE NO. 23-013, GENERAL PLAN AMENDMENT NO. 23-001, ZONING DISTRICT MAP AMENDMENT NO. 23-002, SPECIFIC PLAN AMENDMENT NO. 23-001, TENTATIVE PARCEL MAP NO. 20795 (TPM No. 23-003), ADMINISTRATIVE SITE PLAN NO. 23-001, AND DEVELOPMENT AGREEMENT NO. 23-001

The applicant, is requesting approval of a General Plan Amendment to amend the land use designation from Residential Planned Community (R-PC) to Light Industrial (I-L), a Zoning District map amendment to amend the zoning designation from Residential Planned Community (R-PC) to Specific Plan (SP), a Specific Plan Amendment to include the project site in the Southwest Industrial Park Specific Plan (SWIP), a Tentative Parcel Map for the consolidation of two (2) parcels into one (1) parcel, and an Administrative Site Plan for the site and architectural review to construct a 33,855 square foot industrial commercial center building. The project will include site improvements of parking, landscaping, and other associated on-site and off-site improvements on 1.59-acre project site. The applicant has also prepared a development agreement.

ATTACHMENT NO. 7

FONTANA
CALIFORNIA

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

Location: The project site is located on the east side of Juniper Avenue, south of Santa Ana Avenue (APNs: 0255-101-24 and -30)

Date of Hearing: March 19, 2024

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

Time of Hearing: 6:00 PM

Should you have any questions concerning this project, please contact **Cecily Session-Goins, Associate Planner**, at (909) 350-6723 or email him at csgoins@fontanaca.gov.

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

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

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

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

Publish: February 23, 2024