File #: 21-2518
Agenda #: PH-B

Agenda Date: 10/17/2023
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 22-079: General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Agreement (AGR) No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review (DRP) No. 22-040, and Final Environmental Impact Report for the development of an industrial commerce building totaling approximately 490,565 square feet within a project site comprised of approximately 18.8 acres.

RECOMMENDATION:
Based on the information contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. PC 2023-_____, and forward a recommendation to the City Council to:

1. Adopt a resolution to certify the EIR, a Mitigation Monitoring and Reporting Program, and a Statement of Facts and Findings, and direct staff to file a Notice of Determination; and,

2. Adopt a resolution approving General Plan Amendment (GPA) No. 22-007; and,

3. Adopt an ordinance approving Specific Plan Amendment (SPA) No. 22-003; and,

4. Adopt an ordinance approving Development Agreement (AGR) No. 22-003; and,

5. Adopt a resolution approving Tentative Parcel Map No. 22-016 (TPM No. 20638) and Design Review No. 22-040 subject to the attached Findings and Conditions of Approval.

APPLICANT:
Seefried Industrial Properties, INC
2321 Rosecrans Ave, Suite No. 2220
El Segundo, CA 90245

LOCATION:
The project site includes property located to the east side of Poplar Avenue, west of Catawba Avenue and on properties along Rose Avenue (APNs) 0237-171-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -13, -14, -15, -6, -17, -18, -19, and 0237-172-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -19, -22, -23, -26, -27, -28, -30, -31, -32, and 33.

REQUEST:
1. General Plan Amendment (GPA) No. 22-007 - a request to amend Exhibit 15.8 of the General Plan for an 18.8-acre site from Residential Trucking (R-T) to General Industrial (I-G).

2. Specific Plan Amendment (SPA) No. 22-003 - a request to amend the Southwest Industrial Park (SWIP) Specific Plan Land Use Plan to remove the entire 18.8-acre site from the Residential Trucking District (RTD) and include it in the Slover East Industrial District (SED).

3. Development Agreement (AGR) No. 22-003 - an agreement to include the payment of a public benefit fee.

4. Tentative Parcel Map No. 22-016 (TPM No. 20638) - a request to consolidate forty-one (41) parcels comprised of approximately 18.8 acres into one parcel for the development of the project.

5. Design Review (DRP) No. 22-040 - a request for review of the architecture, site design and associated improvements for an industrial commerce center building totaling 490,565 square feet on a site comprised of approximately 18.8 acres.

PROJECT PLANNER:
Alejandro Rico, Associate Planner

BACKGROUND INFORMATION:

A. Existing Land Use Designation:

	General Plan	Zoning	Existing Land Use
Site:	Residential Trucking (R-T)	Southwest Industrial Park Specific Plan - Residential Trucking District (RTD)	Vacant and existing single-family residential
North:	General Industrial (I-G)	Southwest Industrial Park Specific Plan - Slover East Industrial District (SED)	Industrial commerce buildings
South:	General Industrial (I-G)	Southwest Industrial Park Specific Plan - Slover East Industrial District (SED)	Industrial commerce buildings
West:	General Industrial (I-G)	Southwest Industrial Park Specific Plan - Slover East Industrial District (SED)	Manheim vehicle storage

PROJECT DESCRIPTION:

A. Project Site Area: Approximately 18.8 acres.

B. Lot Coverage:

Building	Allowed:	63%	Percent
	Provided:	60%	Percent

C. Building/Unit Analysis - Industrial Commerce Building :

Building: Office Area:	Approximately 10,000	square feet
Commerce Area:	Approximately 480,565	square feet
D. Parking Analysis:	Required:	158 Spaces
	Provided:	210 Spaces
E. Landscaping: Building	Required:	15 Percent
	Provided:	18 Percent

ANALYSIS:

The applicant is requesting approval of General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Tentative Parcel Map (TPM) No. 22-016, Development Agreement (AGR) No. 22-003 and Design Review (DRP) No. 22-040. The project includes amendment of Chapter 15, Exhibit 15.8, of the General Plan to change the General Plan land use designation from Residential Trucking (RT) to General Industrial (I G), revision of the Southwest Industrial Park Specific Plan land use designation of the project site from Residential Trucking District (RTD) to Slover East Industrial District (SED), consolidation of 41 parcels into one parcel, and a request for development of an industrial commerce center building of approximately 490,565 square feet, all on approximately 18.8 acres. The applicant has also prepared a development agreement for consideration that includes a public benefit fee.

General Plan Amendment (GPA) No. 22-007

The current general plan land use designation for the project site is Residential Trucking (R-T) which does not allow for industrial commerce center uses. Therefore, the applicant has applied for a General Plan Amendment to amend Exhibit 15.8 (General Plan Land Use Map) as part of Chapter 15 of the General Plan and change the General Plan land use designation of the 18.8-acre site from Residential Trucking (R-T) to General Industrial (I-G) as shown in Attachment No. 4.

The proposed project is consistent with the goals and policies of the General Plan and Housing Element, as described below:

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 have supported families. The operations of the commerce building will require employees for day-to-day operations which will in turn provide jobs for local communities in the long term.

Chapter 15, Goal 1, Action A: Warehousing, trucking, manufacturing, and support industries are focused especially along regional transportation routes. Some of these areas need upgrades in order to increase or maintain competitiveness. The project will include off-site improvements to Poplar Avenue and Catawba Avenue and enhance streets. Santa Ana Avenue and Jurupa Avenue are two

truck routes that are located in close proximity to the site and will be accessed from Poplar Avenue and Catawba Avenue.

Specific Plan Amendment (SPA) No. 22-003

The proposed Specific Plan Amendment would amend the Southwest Industrial Park (SWIP) Specific Plan Land Use Plan (Attachment No. 5) to redesignate the property from Residential Trucking (RTD) to the Slover East Industrial District (SED) land use district.

Development Agreement (AGR) No. 22-003

The application includes a review of development agreement for the provision of a public benefit fee of $2,084,901.

Tentative Parcel Map No. 22-016 (TPM No. 20638)

The applicant has filed for a Tentative Parcel Map to support a proposed development of 18.8 acres and consolidation of forty-one (41) parcels into one parcel for the development of an industrial commerce building. The project is located to the east of Poplar Avenue, west of Catawba Avenue and north and south of Rose Avenue. As part of the project the developer will construct all on-site and off-site improvements per the City Standards. Rose Avenue will be vacated between Poplar Avenue and Catawba Avenue as this street area will be used for the industrial commerce building. Vehicular access to the site will come from four (4) entries from Catawba Avenue and Poplar Avenue.

Design Review (DRP) No. 22-040

The project includes the development of an industrial commerce center building. The industrial commerce center building has been designed with a combination of office and industrial areas and will contain approximately 490,565 square feet of floor area. The developer will construct the necessary on-site and off-site improvements required by city standards. A gate-secured truck court with 42 loading docks is proposed on the south side of the building. The building's tower entries, glass features, painted bands, articulated window framing with glazing provide structural and visual interest. The applicant has incorporated a variety of architectural features on all sides of the building to meet or exceed the design guidelines of the Southwest Industrial Park Specific Plan, Slover East Industrial District design guidelines.

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

<u>Circulation/Grading</u>

Trucks will have access from the southern driveways on Poplar Avenue and Catawba Avenue and regular vehicles will have access from separate driveways on the northern portion of the site. The proposed landscaping would be ornamental in nature and would feature trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcover. The area surrounding the building will drain to the west with the use of underground chambers towards Poplar Avenue. Trucks will be traveling south and north from Santa Ana Avenue and Jurupa Avenue to and from the project site to access the 10 freeway.

Walls

The project site will have an eight-foot-high sliding gate for the loading areas and a 14-foot-high screen wall surrounding the loading areas. The project includes multiple retaining walls on the south and west side of the building.

SB330

As currently zoned, this property would have allowed for the development of thirty-eight (38) residential units. To comply with California's Housing Crisis Act of 2019 (SB 330), the project will participate with the City of Fontana Municipal Code Chapter 30 Article XV "No Net Loss Density Bonus/Replacement Program." The 38 units will be available as density bonuses 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 38 residential units are 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 1,280 units. These 38 units will be added to the Unit Bank increasing the number of units in the Unit Bank to 1,318, which is less than the 2,200 units authorized by the FMC.

Environmental

Technical Studies

Subsequent to the preparation and distribution of the Notice of Preparation (NOP), the Draft Environmental Impact Report (DEIR) was prepared for the project. The environmental analysis contained in the Draft EIR is based in part on specific studies and assessments undertaken for the City by qualified environmental scientists, specialists, and consultants. This analysis addresses aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and services systems, and wildfire. These technical studies are contained in the Technical Appendices document of the Draft EIR and are made available for the public review. The Draft and Final EIR and Technical Appendices can be viewed at the following URL: <<https://www.fontanaca.gov/2137/Environmental-Documents>>.

The Final EIR describes the environmental impacts of the project and the mitigation measures to help

minimize the project impacts on the environment. The scope of this Final EIR includes analysis of environmental issues identified and raised in response to the Notice of Preparation (IS/NOP) and during the DEIR comment period.

The Final EIR determined that seventeen (17) categories of environmental effects for the project would have impacts found not to be significant. These categories are Aesthetics, Agriculture and Forestry, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Greenhouse Gas Emissions, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Tribal Cultural Resources, Transportation, Utilities and Services Systems, and Wildfire. The potential impacts from the aforementioned topical areas are fully addressed in the DEIR and can be brought to a level of less than significant with mitigations.

The analysis in the Final EIR and supporting studies found that, even with incorporation of proposed mitigation measures, impacts to Air Quality would remain significant and unavoidable. As a result of the proposed project having an impact that is significant and unavoidable, adoption of a Statement of Overriding Consideration (SOC) by the City Council is required.

Alternatives

As required by CEQA, an EIR shall describe a range of reasonable alternatives to the project which meets the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives. The proposed alternatives for this project include “No Project” and “Reduced Project.”

Circulation

The project Draft EIR (DEIR) was circulated for the 45-day public review period beginning on July 14, 2023, and ending on August 28, 2023. The document was submitted to the State Clearinghouse for notification to State agencies for their possible comment. The Planning Commission conducted a public hearing on the DEIR on August 15, 2023 to receive public comments. Prior to the end of the comment period of August 28, 2023, the City received comments on the DEIR from the following public agencies, organizations, and individuals:

Letter	Date Received	Organization/Name
1	SCAQMD	August 18, 2023
2	Golden State Environmental Justice Alliance	August 25, 2023
3	CARE CA	August 28, 2023
4	CARB	August 30, 2023

The City, along with the environmental consultant, has reviewed and provided responses to the letters/comments above; these are included in the Final EIR. The Final EIR along with errata has been included with the environmental documentation made available at the following link: < <https://www.fontanaca.gov/2137/Environmental-Documents>>. To approve the project, the City Council must adopt a Statement of Overriding Considerations indicating that the project benefits

override or outweigh the project identified unavoidable environmental impacts.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
1. Vicinity Map
2. Tentative Parcel Map No. 20638
3. Project Plans
4. Existing/Proposed General Plan Land Use Designation
5. Existing/Proposed Specific Plan
6. Planning Commission Resolution PC 2023-
7. Development Agreement
8. Notice of Determination
9. Public Hearing Notice

Project Site



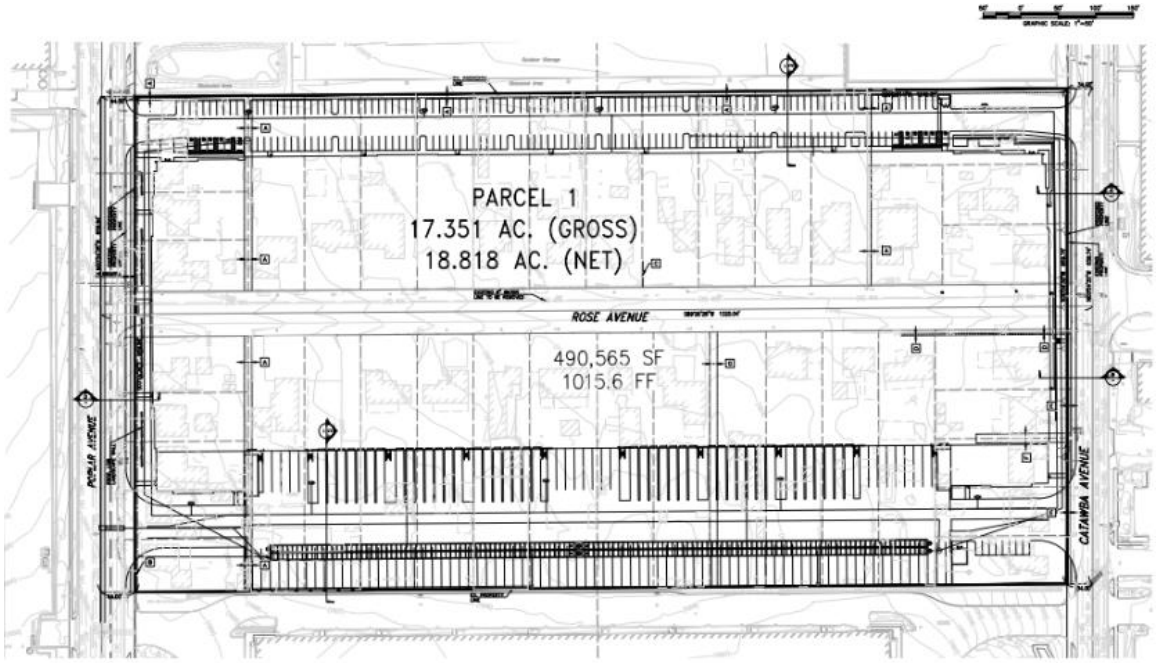
NORTH

CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

DATE: October 17, 2023
CASE: Master Case No. 22-079: General Plan Amendment No. 22-007, Specific Plan Amendment No. 22-003, Development Agreement No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review No. 22-040

CITY OF FONTANA PLANNING DEPARTMENT

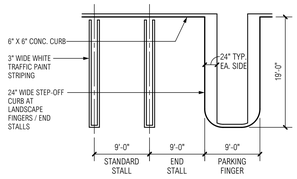


NORTH

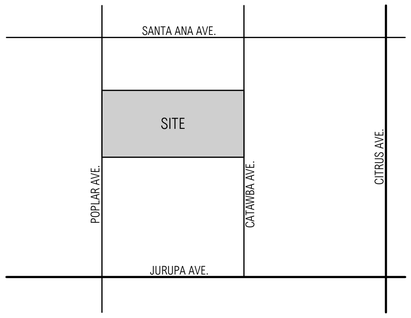
TENTATIVE PARCEL MAP No. 20638

DATE: October 17, 2023
CASE: Master Case No. 22-079: General Plan Amendment No. 22-007, Specific Plan Amendment No. 22-003, Development Agreement No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review No. 22-040

AUTO PARKING DETAIL:



VICINITY MAP:



GENERAL NOTES:

1. ANY EXISTING STRUCTURES ONSITE ARE TO BE DEMOLISHED.

2. ALL PROPOSED NEW ONSITE UTILITY SERVICES SHALL BE UNDERGROUND.

3. CONCRETE BANDS, 24" IN WIDTH, SHALL BE PROVIDED AT LANDSCAPE FINGERS.

4. DRIVEWAYS SHALL BE CONSTRUCTED PER CITY STANDARD PLANS.

5. STATE OF CALIFORNIA "GENERAL CONSTRUCTION NPDES PERMITS AND WDID NUMBERS MUST BE OBTAINED PRIOR TO PERMIT.

6. PARKING STALL DIMENSIONS: 9'W X 19'D - DOUBLE STRIPED PER CITY REQUIREMENTS. CLEAN AIR / CARPOOL PARKING SHALL BE PROVIDED PER CALGREEN REQUIREMENTS.

7. FIRE DEPT. APPROVED KNOX LOCKS SHALL BE PROVIDED AT ALL GATES.

8. FIRE DEPT. ACCESS SHALL BE PROVIDED PER STANDARDS:
   - ACCESS LANE WIDTH: 30'-0"
   - ACCESS LANE HEIGHT: 14'-6"
   - INSIDE TURN RADIUS: 19'-0"

CODE ANALYSIS:

CONSTRUCTION TYPE:	III-B
OCCUPANCY:	S-1 PRIMARY OCC. B / F-1 ACCESSORY
FIRE SPRINKLERS:	FULLY SPRINKLERED
BUILDING HEIGHT:	
MAX. ALLOWABLE:	75'
PROPOSED:	50'
STORIES:	
MAX. ALLOWABLE:	3
PROPOSED:	2
ALLOWABLE AREA	UNLIMITED PER CBC 507

PROJECT DATA:

NET SITE AREA:	819,701 SF / 18.82 AC
FOOTPRINT AREA:	480,550 SF
MEZZANINE AREA:	10,000 SF
TOTAL FLOOR AREA:	490,550 SF
OFFICE AREA:	10,000 SF
WAREHOUSE AREA:	480,550 SF
TOTAL:	490,550 SF
BASE ALLOWABLE F.A.R.:	0.55
** DEVELOPMENT INCENTIVE FOR LEED CERTIFICATION	0.6325
PROPOSED F.A.R.	0.60
AUTO PARKING REQUIRED	
10,000 SF OFFICE (1/250 SF)	40 STSALLS
0 SF MANUFACTURING (1/600 SF)	0 STALLS
480,550 SF WAREHOUSE	
1 TO 20,000 SF (1/1,000 SF)	20 STALLS
20K TO 40,000 SF (1/2,000 SF)	10 STALLS
> 40,0000 SF (1/5,000 SF)	88 STALLS
TOTAL REQUIRED:	158 STALLS
AUTO PARKING PROVIDED	210 STALLS
TRAILER PARKING REQUIRED - 1/5,000 SF	98
	98
LANDSCAPE:	
REQUIRED: 818,382 - 483,500 X 15%	50,232 SF
PROVIDED:	62,000 SF

GENERAL PROJECT INFO:

ZONE:

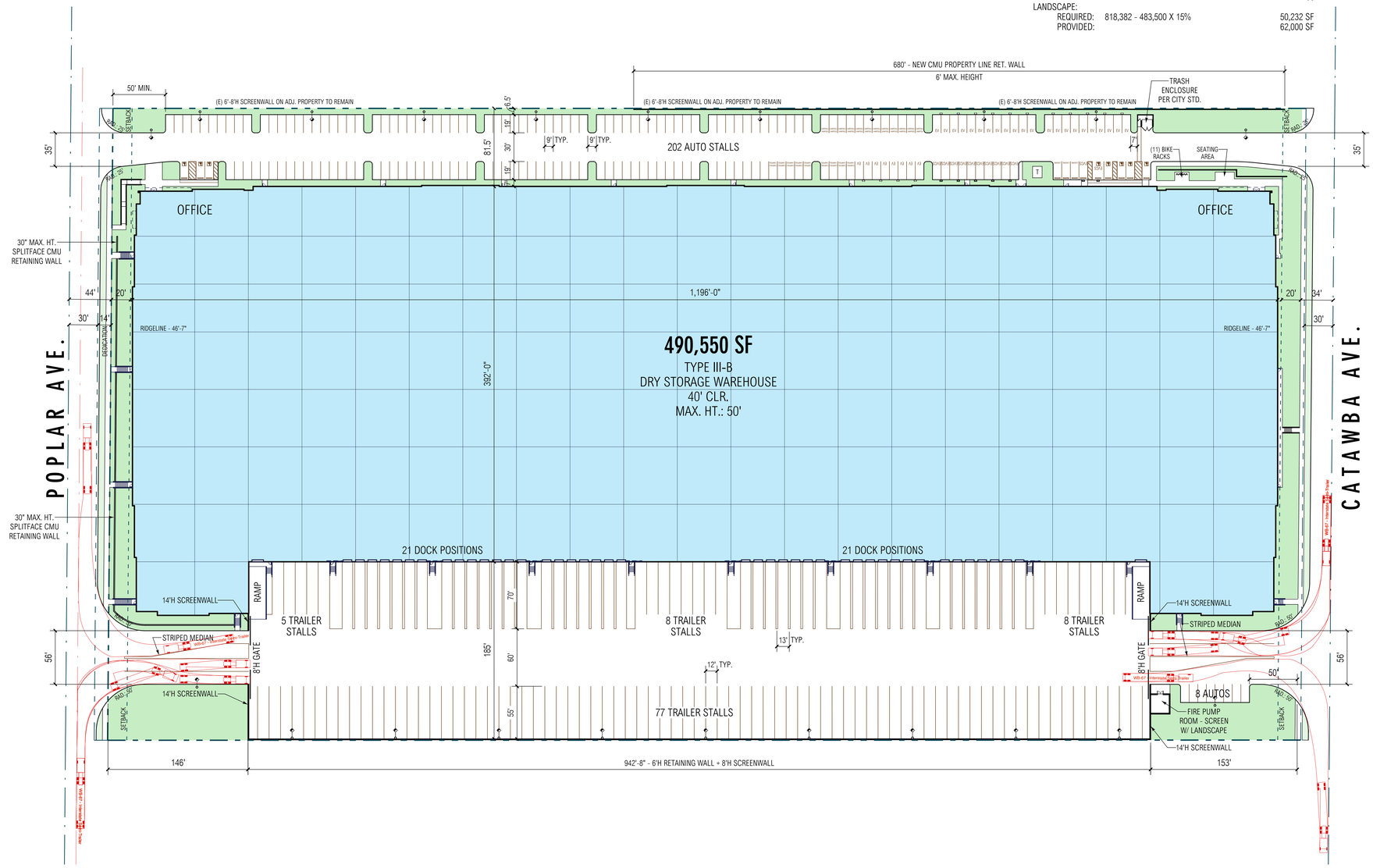
SPECIFIC PLAN: SOUTHWEST INDUSTRIAL PARK / SLOVER EAST INDUSTRIAL DISTRICT

APN:

0237-171-01	0237-171-11	0237-172-01	0237-172-11	0237-172-32
0237-171-02	0237-171-12	0237-172-02	0237-172-12	0237-172-33
0237-171-03	0237-171-13	0237-172-03	0237-172-19	
0237-171-04	0237-171-14	0237-172-04	0237-172-22	
0237-171-05	0237-171-15	0237-172-05	0237-172-23	
0237-171-06	0237-171-16	0237-172-06	0237-172-26	
0237-171-07	0237-171-17	0237-172-07	0237-172-27	
0237-171-08	0237-171-18	0237-172-08	0237-172-28	
0237-171-09	0237-171-19	0237-172-09	0237-172-30	
0237-171-10		0237-172-10	0237-172-31	

PROJECT DESCRIPTION:

ONE NEW 490,550 SF SPECULATIVE WAREHOUSE BUILDING INTENDED FOR HIGH CUBE STORAGE, INCLUDING DOCK HIGH LOADING FACILITIES, TRAILER PARKING, 210 AUTO PARKING STALLS, AND LANDSCAPE IMPROVEMENTS. THE PROJECT WILL BE PURSUING LEED CERTIFICATION, AND PROPOSES TO UTILIZE THE AVAILABLE INTENSITY BONUS RELATED TO THE GREEN BUILDING INCENTIVE IN TABLE 10-10 OF THE S.W.I.P. SPECIFIC PLAN.



SCALE: 1" = 50'-0"

0' 10' 20' 50' 100'

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Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

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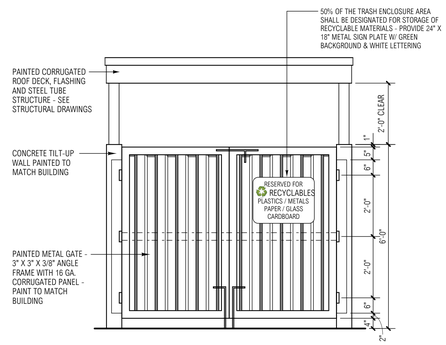
FONTANA, CA

SCHEMATIC SITE PLAN

MARK	DATE	DESCRIPTION
	9/21/23	PC HEARING SET
	9/2/22	2ND PLANNING SUBMITTAL
	5/20/22	PLANNING SUBMITTAL

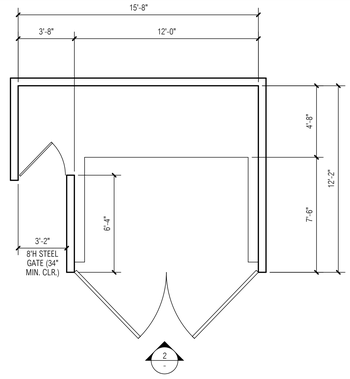
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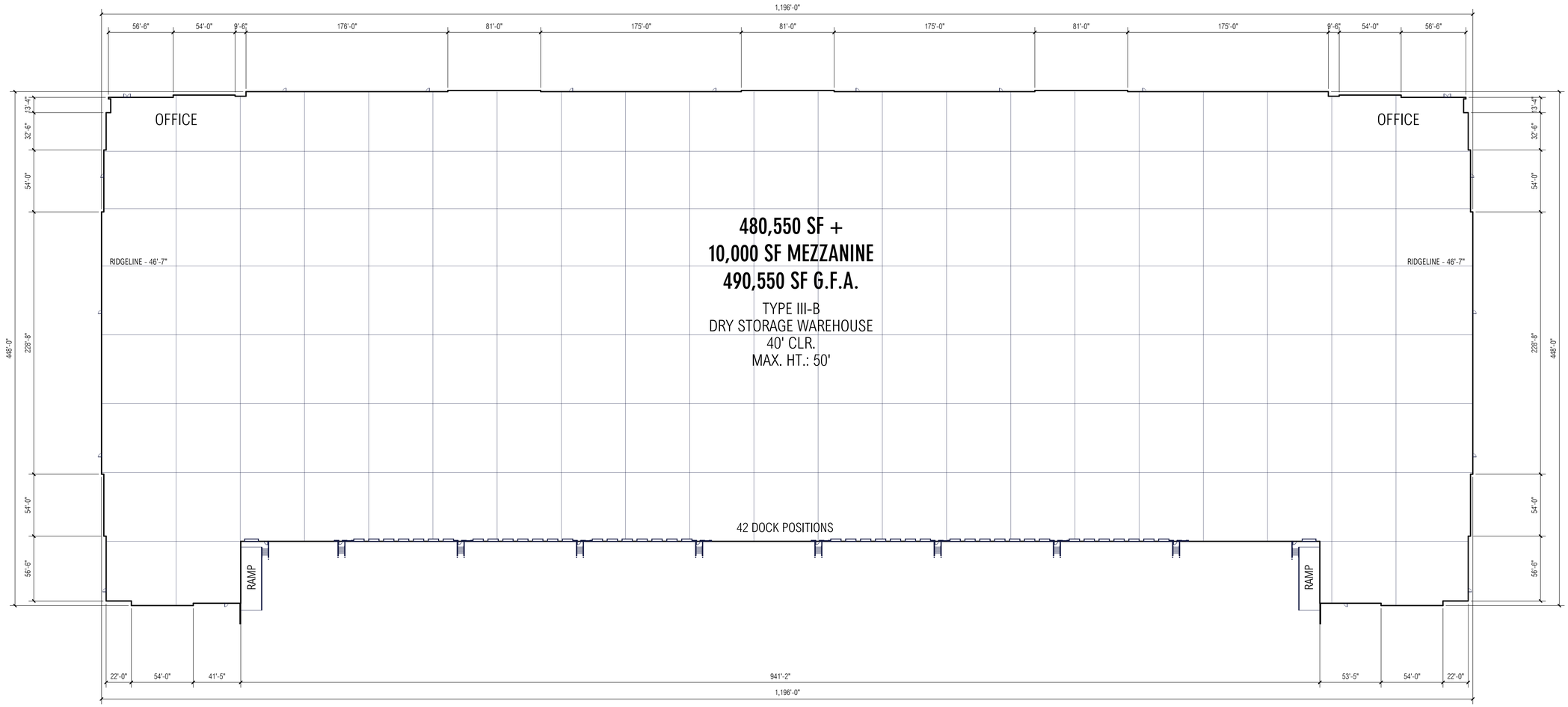
TRASH ENCLOSURE GATE ELEVATION — 2

SCALE: 1/2" = 1'-0" 01201



TYPICAL TRASH ENLARGED PLAN — 1

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



SCALE: 1" = 40'-0" 0' 10' 20' 50' 100'

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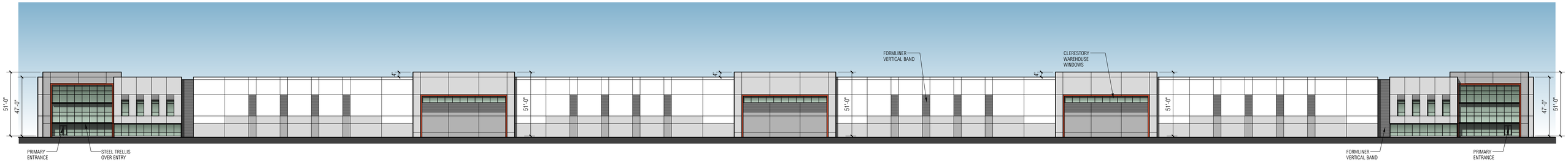
FONTANA, CA

SCHEMATIC FLOOR PLAN

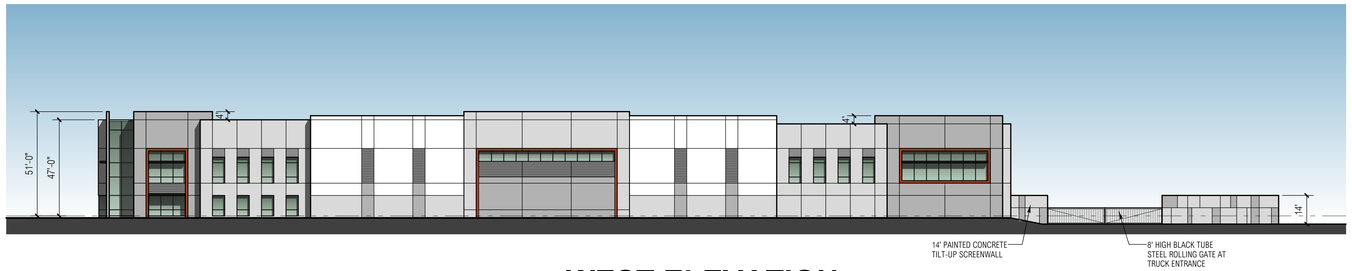
MARK	DATE	DESCRIPTION
	9/21/23	PC HEARING SET
	9/2/22	2ND PLANNING SUBMITTAL
	5/20/22	PLANNING SUBMITTAL

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CAD FILE NAME:	22016-00-A2-1P
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NORTH ELEVATION



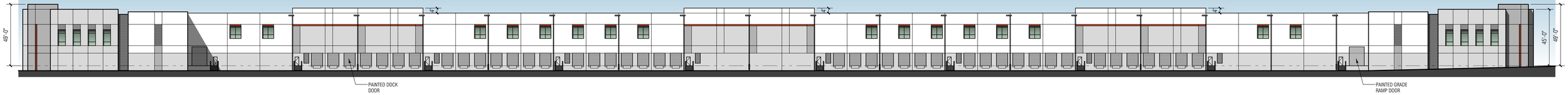
WEST ELEVATION

NOTES:

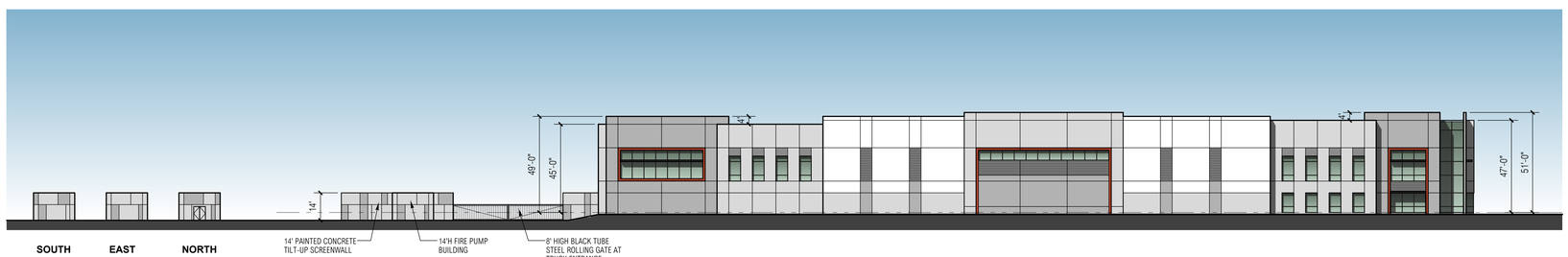
1. ALL ROOFTOP MECH. EQUIPMENT SHALL BE SCREENED FROM VIEW.

FINISH LEGEND

	P-1	SHERWIN WILLIAMS SW 7005 - PURE WHITE
	P-2	SHERWIN WILLIAMS SW 7072 - ONLINE
	P-3	SHERWIN WILLIAMS SW 7073 - NETWORK GRAY
	P-4	SHERWIN WILLIAMS SW 7005 - SOFTWARE
	P-5	CLARION RED PANTONE 7626C
	GL-1	SOLARBAN 60 (2) SOLARGRAY + CLEAR INSULATED

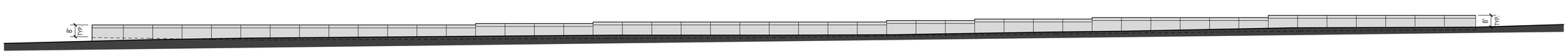


SOUTH ELEVATION



FIRE PUMP ELEVATIONS

EAST ELEVATION



SOUTH RETAINING WALL / SCREENWALL ELEVATION

SCALE: 1" = 30'-0" 0' 10' 20' 50' 100'

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POPLAR SOUTH DISTRIBUTION CENTER

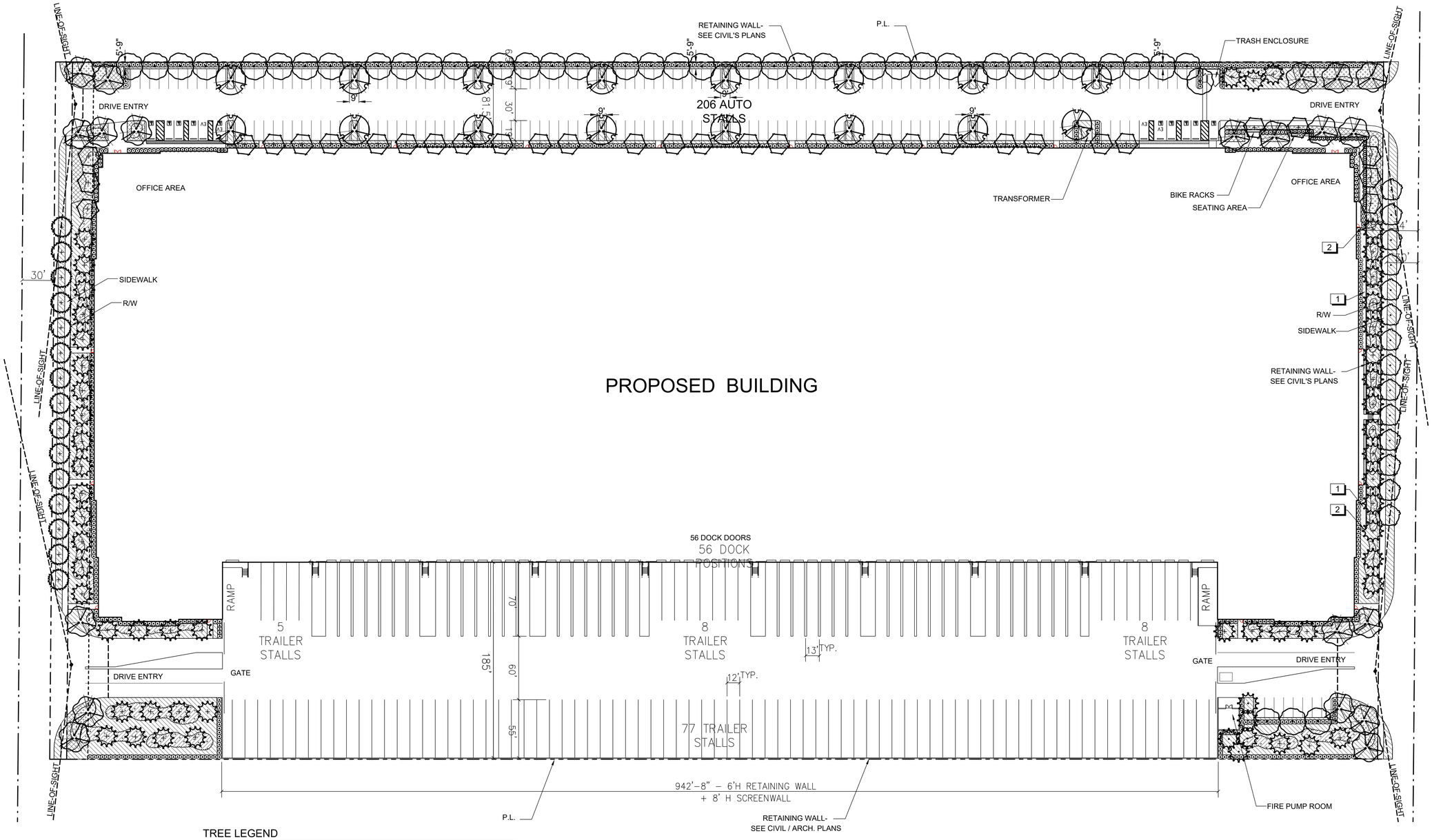
FONTANA, CA

SCHEMATIC ELEVATIONS

MARK	DATE	DESCRIPTION
	9/21/23	PC HEARING SET
	9/5/23	4TH PLANNING SUBMITTAL
	11/16/22	3RD PLANNING SUBMITTAL
	9/2/22	2ND PLANNING SUBMITTAL
	5/20/22	PLANNING SUBMITTAL

RGA PROJECT NO:	22016.00
CAD FILE NAME:	22016-00-A3-1
DRAWN BY:	CS
CHK'D BY:	CS
COPYRIGHT: RGA, OFFICE OF ARCHITECTURAL DESIGN	
SHEET TITLE	

A3-1P



TREE LEGEND

TREES	BOTANICAL / COMMON NAME	CONT	WUCOLS	QTY
	Geijera parviflora / Australian Willow	24"box	Med	14
	Koelreuteria bipinnata / Chinese Flame Tree - Standard	24"box	Med	16
	Koelreuteria bipinnata / Chinese Flame Tree Standard	36"box	Med	20
	Lagerstroemia x `Muskogee` / Lavender Crape Myrtle Std.	24"box	Med	15
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WULCOL - LOW	24"box	Low	52
	Pinus eldarica / Afghan Pine	36"box	Low	5
	Rhus lancea / African Sumac	24"box	Low	40
	Tristania conferta / Brisbane Box	24"box	Med	32

CONCEPT PLANT SCHEDULE

FOUNDATION PLANTING / HEDGE SCREEN - MED WATER - 5 GAL
Buxus microphylla japonica `Green Beauty` / Green Beauty Boxwood
Juniperus chinensis `Spartan` / Spartan Juniper
Ligustrum texanum / Texas Privet
Nandina domestica / Heavenly Bamboo
Podocarpus gracilior `Column` / Fern Pine
Rhaphiolepis indica `Jack Evans` / Indian Hawthorn
Xylosma congestum / Shiny Xylosma

SCREEN PLANTING - LOW WATER - 5 & 15 GAL
Callistemon citrinus `Little John` / Dwarf Bottle Brush
Eleagnus pungens / Silverberry
Rosmarinus officinalis `Tuscan Blue` / Tuscan Blue Rosemary
Westringia fruticosa / Coast Rosemary

ACCENT SHRUBS - LOW WATER USE - 5 GAL
Agave desmettiana `Variegata` / Variegated Agave
Agave x `Blue Flame` / Blue Flame Agave
Callistemon citrinus `Little John` / Dwarf Bottle Brush
Leucophyllum frutescens `Green Cloud` TM / Green Cloud Texas Ranger
Muhlenbergia capillaris / Pink Muhly
Muhlenbergia capillaris `Autumn Blush` / Pink Muhly
Rosmarinus officinalis `Tuscan Blue` / Tuscan Blue Rosemary
Salvia clevelandii `Allen Chickering` / Cleveland Sage
Salvia greggii `Furmans Red` / Furman`s Red Salvia
Westringia fruticosa / Coast Rosemary

SHRUB PALETTE - MEDIUM WATER USE
Buxus x `Green Gem` / Green Gem Boxwood
Ligustrum texanum / Texas Privet
Nandina domestica / Heavenly Bamboo
Rhaphiolepis indica `Clara` / Indian Hawthorn
Rhaphiolepis indica `Jack Evans` / Indian Hawthorn
Rosa floribunda `Iceberg` / Iceberg Rose
Xylosma congestum / Shiny Xylosma

GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens `Desert Carpet` TM / Bank Catclaw Space 4` o.c.
Baccharis pilularis `Pigeon Point` / Coyote Brush - Space 4` o.c.
Myoporum parvifolium `Putah Creek` / Putah Creek Myoporum Space 3` o.c.
Rosmarinus officinalis `Huntington Carpet` / Huntington Carpet Rosemary - Space 3` o.c.

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Rosa x `Flower Carpet Pink` / Rose
Rosa x `Flower Carpet Red` / Rose
Trachelospermum jasminoides / Star Jasmine

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3" THICK 3/4" NATURAL COLORED CRUSHED ROCK OVER WEED BARRIER
2	6"X6" CONCRETE MOW CURB TO SEPARATE SHRUB AREAS FROM DECORATIVE GRAVEL

NOTES

1. ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE IN A SHAWTOWN LINEAR (WRAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 5' IN BOTH DIRECTIONS FOR A TOTAL OF 10'
2. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR REPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM EARTHWORKS (951)782-0260

0 40 80 120 160 feet
1" = 40'

NORTH

REVISIONS

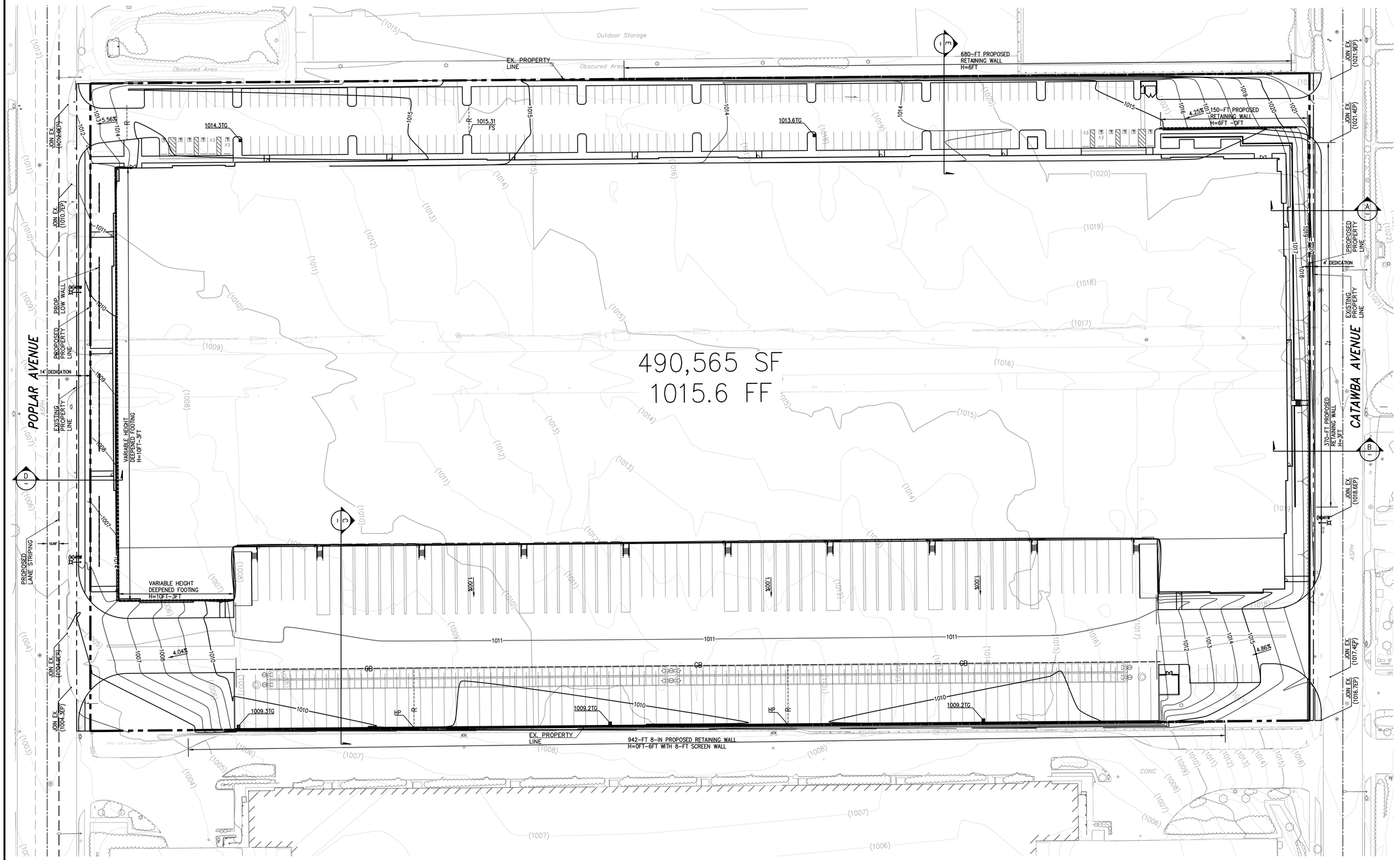
Environs Inc
LANDSCAPE ARCHITECTURE
Creating Sustainable & Water Conserving Solutions
801 El Barro • San Clemente, CA 92672
Ph. (909) 626-4663

DEVELOPED BY:
SEEFRIED INDUSTRIAL PROPERTIES
Sean Jean
Project Manager, Development Services
SEEFRIED INDUSTRIAL PROPERTIES, INC.
3535 Inland Empire Blvd., Suite 3090
Ontario, CA 91764
Phone (909) 418-7000
Cell (+1) 562-464-0782
www.seefriedindustrial.com

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN
PROPOSED DEVELOPMENT: CATAWBA AVE. SPEC. INDUSTRIAL
FONTANA, CA

LICENSED LANDSCAPE ARCHITECT
BRETT K. FRANCIS
3410
Signature
10/31/22
Renewal Date
STATE OF CALIFORNIA

DRAWN BY BFK DATE 09/06/22
JOB NO. RGA00152
SHEET NO. L-1
1 OF 2 SHTS.



RAW EARTHWORK

	CUT (CY)	FILL (CY)
RAW	45,492	39,749
OVEREXCAVATION	–	–
SHRINKAGE (0% OF FILL)	–	–
DETENTION SYSTEM	3,000	–
TOTAL	48,492	39,749
EXPORT	0	8,743

EARTHWORK NOTES:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THEIR OWN EARTHWORK NUMBERS FOR PRICING/CONTRACT PURPOSES.
- EARTHWORK VALUES DO NOT ACCOUNT FOR POTENTIAL SCARIFYING AND REMOVALS OF EXISTING ON-SITE IMPROVEMENTS/ORGANIC MATERIALS.
- EARTHWORK VALUES DO NOT ACCOUNT FOR ADDITIONAL CUT FROM UTILITY TRENCHING.
- EARTHWORK VALUES DO NOT ACCOUNT FOR ADDITIONAL CUT FROM RETAINING WALL FOOTINGS OR DEEPENED BUILDING FOOTINGS.
- AN 7-INCH THICK PAVEMENT SECTION THICKNESS THROUGHOUT THE SITE WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.
- AN 7-INCH THICK BUILDING PAD THICKNESS WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.

N

40' 20' 0' 40' 80'

GRAPHIC SCALE: 1 INCH = 40 FT

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860

NOT FOR CONSTRUCTION

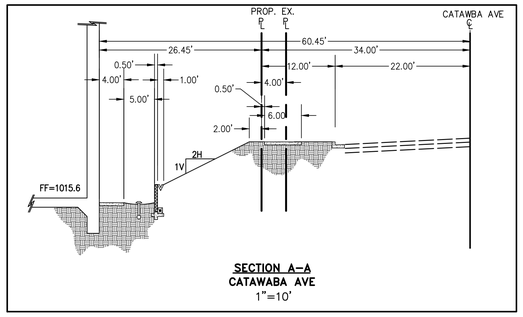
NO.:	REVISION:	DATE:

PROJECT: **POPLAR SOUTH DISTRIBUTION CENTER**
CATAWBA AVE & ROSE AVE
FONTANA, CALIFORNIA

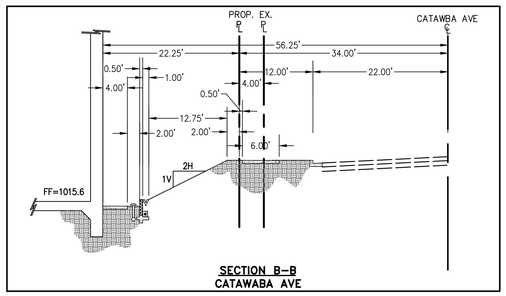
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ISSUE:	CONCEPTUAL
DATE:	11/26/2022
CHECKED: BA	DRAWN: JL
DRAWING FILE: CG	
PROJECT NO.: 22-305	
SHEET NUMBER:	1
OF 2	SHEETS
SCALE: 40	

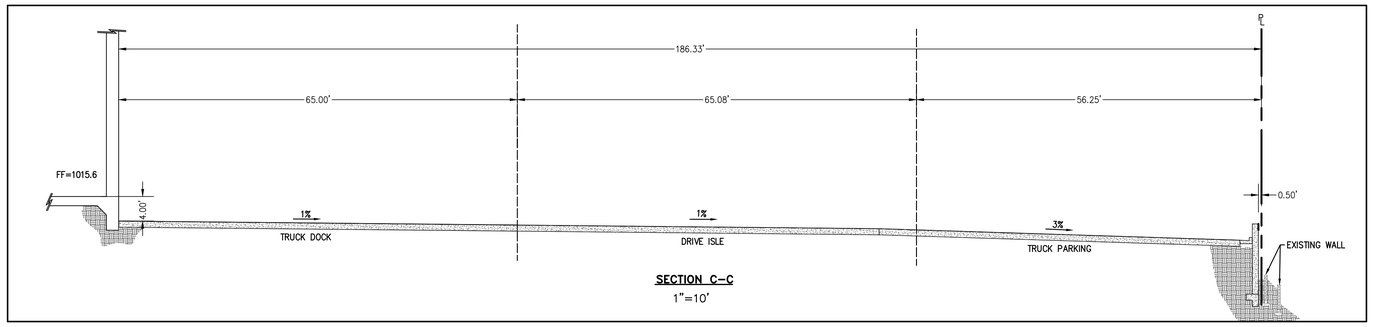
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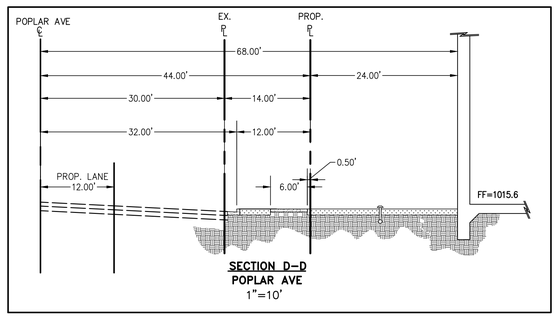
SECTION A–A
CATAWBA AVE
1"=10'



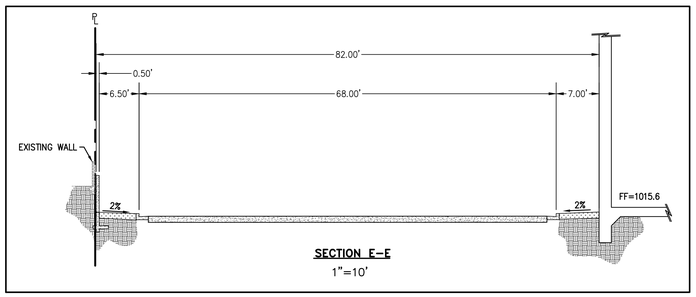
SECTION B–B
CATAWBA AVE



SECTION C–C
1"=10'



SECTION D–D
POPLAR AVE
1"=10'



SECTION E–E
1"=10'

10' 0' 10' 20' 30'
GRAPHIC SCALE: 1"=10'

NOT FOR CONSTRUCTION

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

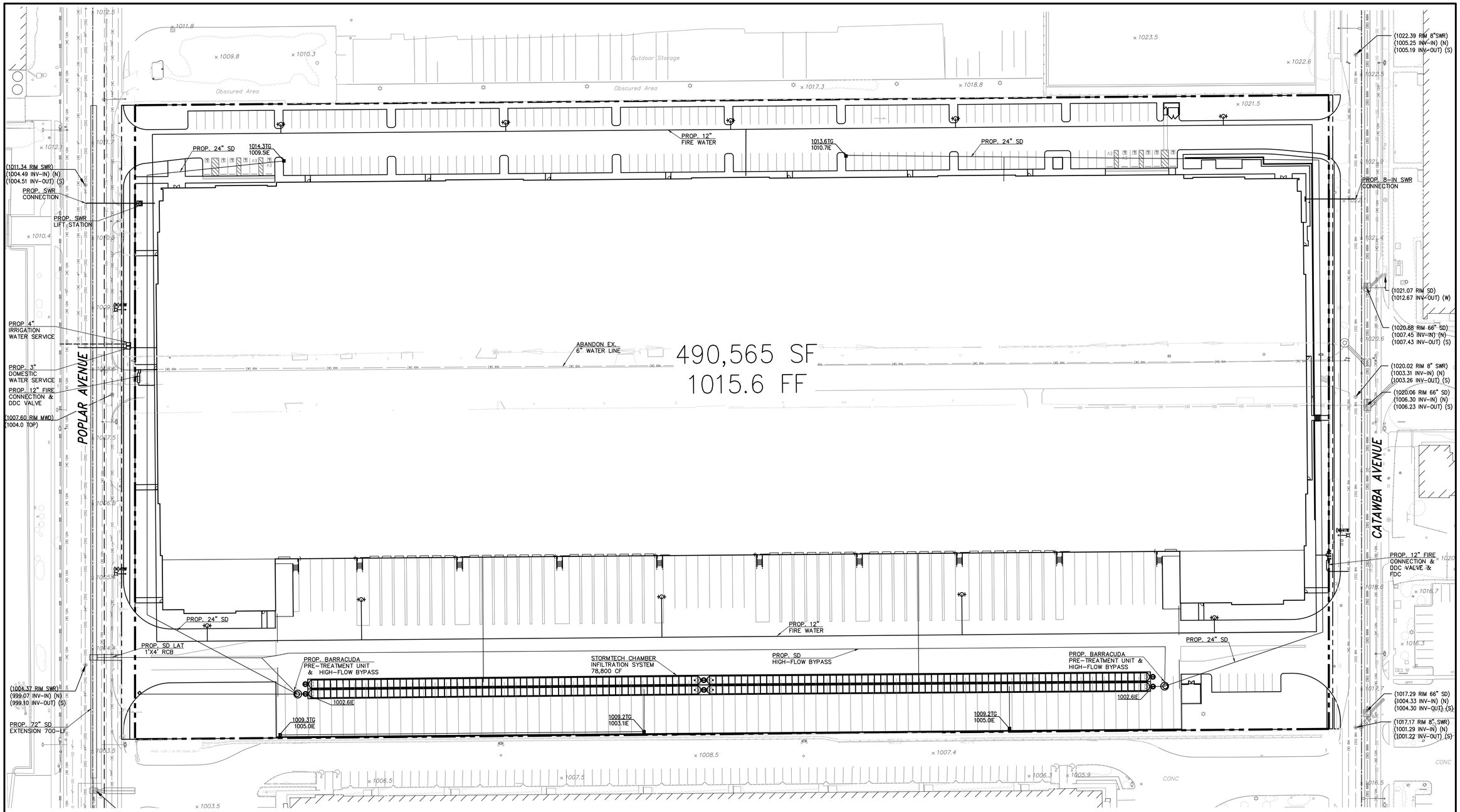
NO.:	REVISION:	DATE:

PROJECT:
POPLAR SOUTH DISTRIBUTION CENTER
CATAWBA AVE & ROSE AVE
FONTANA, CALIFORNIA

DRAWING NAME:
CONCEPTUAL GRADING PLAN

ISSUE:	CONCEPTUAL
DATE:	11/26/2022
CHECKED: BA	DRAWN: JL
DRAWING FILE:	SECTIONS
PROJECT NO.:	22-305
SHEET NUMBER:	2
OF	2 SHEETS
SCALE:	10

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LEGEND

- FIRE WATER
- DOMESTIC WATER
- SEWER
- STORM DRAIN
- FIRE HYDRANT

N

40' 20' 0' 40' 80'

GRAPHIC SCALE: 1 INCH = 40 FT

NOT FOR CONSTRUCTION

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860

NO.: REVISION: DATE:

PROJECT: **POPLAR SOUTH DISTRIBUTION CENTER**
CATAWBA AVE & ROSE AVE
FONTANA, CALIFORNIA

DRAWING NAME: **CONCEPTUAL UTILITY PLAN**

ISSUE:	CONCEPTUAL
DATE:	11/26/2022
CHECKED: BA	DRAWN: JL
DRAWING FILE: UT	
PROJECT NO.: 22-305	
SHEET NUMBER:	1
OF 1	SHEETS
SCALE: 40	

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TENTATIVE PARCEL MAP NO. 20638

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

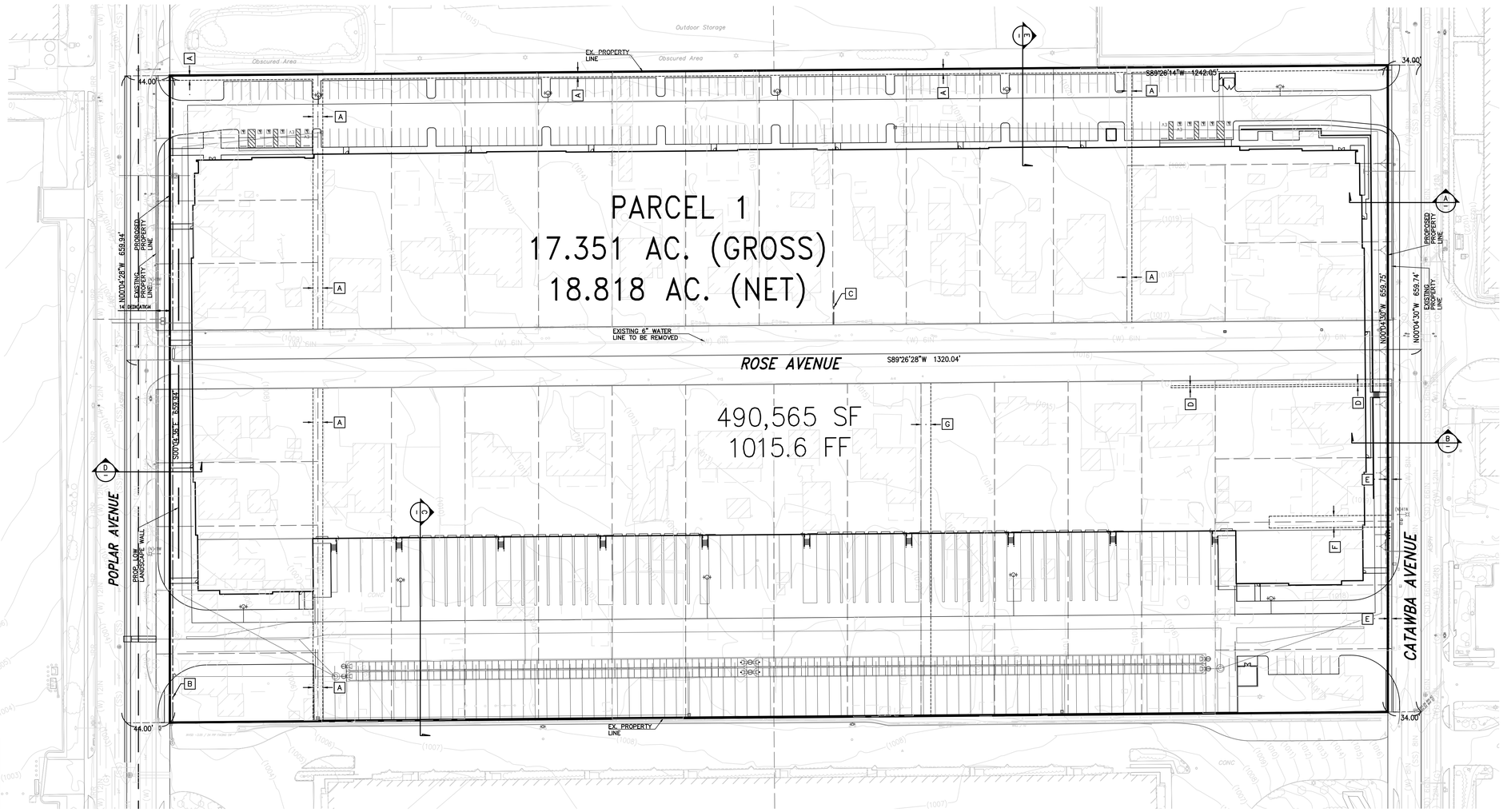
BEING A MERGER OF LOTS 1 THROUGH 30 AND LOT 863 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAPS RECORDED IN BOOK 11, PAGE 12 AND BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

NOTES:

DATE OF PREPARATION: 8-7-2022
GROSS ACREAGE: 17.351
NET ACREAGE: 18.818
ALL EXISTING BUILDING SHOWN HEREON WILL BE REMOVED
ALL UTILITY BOXES AND STRUCTURES TO BE CONSTRUCTED UNDERGROUND

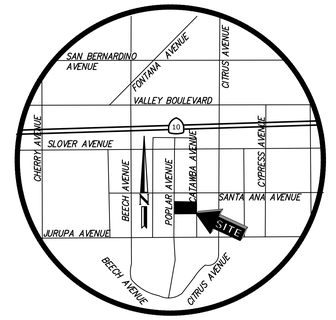
N

50' 0' 50' 100' 150'
GRAPHIC SCALE: 1"=50'



APNs:

0237-171-01
0237-171-02
0237-171-03
0237-171-04
0237-171-05
0237-171-06
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0237-172-32
0237-172-33



VICINITY MAP
NTS

LEGEND:

ASPH	ASPHALT
CONC	CONCRETE
PL	PROPERTY LINE
TELE	TELEPHONE
UPM	UTILITY PAINT MARK
WM	WATER METER

PROPERTY LINE
CENTER LINE
RIGHT-OF-WAY LINE
UNDERLYING LOT LINE
EASEMENT
FENCE
OVERHEAD LINES
BLOCK WALL
BUILDING FOOTPRINT

SYMBOL LEGEND

FIRE HYDRANT
GATE
GUY ANCHOR
LIGHT POLE
PALM TREE
POWER POLE
SIGN

MANHOLES
SEWER
STORM DRAIN
UNKNOWN UTILITY

VALVES
GAS
WATER

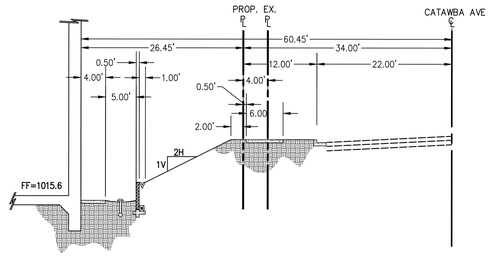
OWNER/APPLICANT:

SEEFRIED INDUSTRIAL PROPERTIES, INC.
2301 ROSECRANS AVENUE, SUITE 3165
EL SEGUNDO, CA 90245
PHONE: 310-536-7900

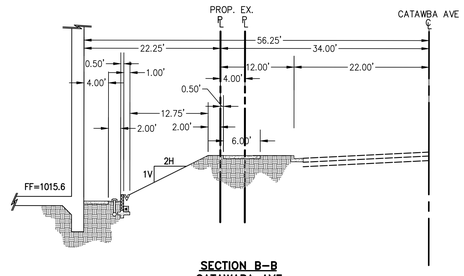
ARCHITECT:

RGA
15231 ALTON PARKWAY, SUITE 100
IRVINE, CA 92618
PHONE: 949-341-0920
FAX: 949-341-0922

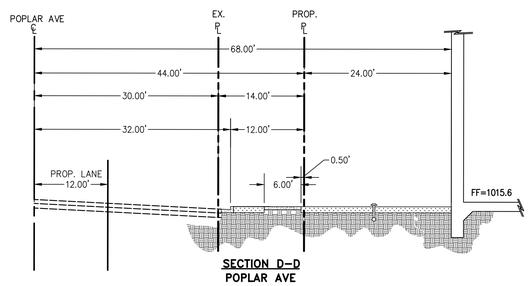
STREET SECTIONS:



SECTION A-A
CATAWBA AVE
1"=10'



SECTION B-B
CATAWBA AVE
1"=10'



SECTION D-D
POPLAR AVE
1"=10'

UTILITY PROVIDERS:

WATER
FONTANA WATER COMPANY
15966 ARROW ROUTE
FONTANA, CA 92335
PHONE: (909) 201-7349
CONTACT: PAUL GARAVITO

TELEPHONE
AT&T
3073 ADAMS STREET
RIVERSIDE, CA 92506
PHONE: (951) 359-2629
CONTACT: MARC POOLE

CABLE
CHARTER COMMUNICATIONS
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
PHONE: (951) 406-1632
CONTACT: JESSE DICKASON

GAS
SOUTHERN CALIFORNIA GAS COMPANY
16231 VALLEY BLVD
FONTANA, CA 92335
PHONE: (909) 335-3968
CONTACT: STEVE WHITTEN

ELECTRIC
SOUTHERN CALIFORNIA EDISON
800 WEST CIENAGA AVENUE
SAN DIMAS, CA 91773
PHONE: (909) 592-3765
CONTACT: ANTOINE WILLIAMS

SEWER
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
PHONE: (909) 350-6552
CONTACT: GRACIELA MARTINEZ

ENGINEER OF RECORD:

PREPARED UNDER THE DIRECTION OF:

BRIAN E. ANDERSON
P.E. 68504

DATE: 08/11/2022

REGISTERED PROFESSIONAL ENGINEER
BRIAN E. ANDERSON
C 68504
EXP. 9/30/2023
CIVIL
STATE OF CALIFORNIA

ENGINEER:

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860 Phone
(714) 685-6801 Fax

FILENAME: M:\2022\22-305 Seefried Fontana Rose\TPM\22-305_TPM.dwg, LAST SAVED ON: Nov 26 2022 4:45pm PLOTTED BY: JESSE, ON: Nov 26 2022 4:52pm, CFC:

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:

LOTS 1–30 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE(S) 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

TOGETHER WITH, THE WEST 75 FEET OF THE EAST 285 FEET OF THE SOUTH 340 FEET OF THE FARM LOT 863, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGINGS TO SEMI–TROPIC LAND AND WATER COMPANY AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

TOGETHER WITH, THE SOUTH 65 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI–TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 450 FEET THEREOF.

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

TOGETHER WITH, THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO THE MAP SHOWN IN SUBDIVISION OF LANDS BELONGING TO THE SEMI–TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 12, OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 450 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTH 260 FEET THEREOF.

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

TOGETHER WITH, THE EAST 75 FEET OF THE WEST 300 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI–TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

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

TOGETHER WITH, THE EAST 75 FEET OF THE WEST 375 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF FARM LOT 863 ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI–TROPIC LAND AND WATER COMPANY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS PAGE 12, RECORDS OF SAID COUNTY.

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

TOGETHER WITH, THE SOUTH 65 FEET OF THE NORTH 195 FEET OF THE SOUTH 260 FEET OF THE EAST HALF OF FARM LOT 863, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI–TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 150 FEET THEREOF, AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

TOGETHER WITH:

PARCEL A:

THE NORTH 65 FEET OF THE SOUTH 260 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI–TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

EXCEPT THE WEST 450 FEET THEREOF.

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

PARCEL B:

A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 6 FEET OF THE EAST 125 FEET OF THE SOUTH 195 FEET OF SAID LOT 863.

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

TOGETHER WITH, THE NORTH 65 FEET OF THE SOUTH 195 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI–TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, THE WEST 450 FEET THEREOF.

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

TOGETHER WITH:

PARCEL NO. 1:

THE WEST 1/2 OF THE EAST 150 FEET OF THE WEST 225 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI–TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 10 FEET OF THE EAST 1/2 OF THE EAST 150 FEET OF THE WEST 225 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI–TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

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

TOGETHER WITH, THE EAST 75.00 FEET OF THE WEST 225 FEET OF THE SOUTH 340.00 FEET TO THE EAST HALF OF LOT 863, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI TROPIC LAND AND WATER COMPANY, AS PER MAY RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

EXISTING EASEMENTS TO BE QUITCLAIMED:

A AN EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF ELECTRIC LINES, TELEPHONE LINES, CABLES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 25, 1947 IN BOOK 2165, PAGE 469, OF OFFICIAL RECORDS.

B AN EASEMENT IN FAVOR OF NEVADA–CALIFORNIA ELECTRIC CORPORATION FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED APRIL 27, 1939 IN BOOK 1343, PAGE 385, OF OFFICIAL RECORDS.

C AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 26, 1948 IN BOOK 2284 PAGE 93, OF OFFICIAL RECORDS THAT IS NOT REFERENCED ON THE COMMITMENT FOR TITLE INSURANCE NO. NCS–1099426–12–SA1 DATED NOVEMBER 03, 2021 AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ONTARIO, CA WHICH MAY AFFECT THE SUBJECT PROPERTY.

D AN EASEMENT IN FAVOR OF AARON W. HICKLE AND RENA BELLE HICKLE, HUSBAND AND WIFE AS JOINT TENANTS FOR INSTALLATION, INSPECTION, REPLACEMENT AND REPAIR OF A DOMESTIC WATER LINE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 18, 1963 AS INSTRUMENT NO. 572, BOOK 5854, PAGE 623, OF OFFICIAL RECORDS THAT IS NOT REFERENCED ON THE COMMITMENT FOR TITLE INSURANCE NO. NCS–1099426–35–SA1 DATED NOVEMBER 03, 2021 AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ONTARIO, CA NOR REFERENCED ON THE COMMITMENT FOR TITLE INSURANCE NO. NCS–1099426–36–SA1 DATED NOVEMBER 03, 2021 AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ONTARIO, CA WHICH MAY AFFECT THE SUBJECT PROPERTY.

AN EASEMENT IN FAVOR OF NEVADA–CALIFORNIA ELECTRIC CORPORATION FOR ELECTRIC POWER AND TELEPHONE LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 27, 1939 IN BOOK 1343, PAGE 385 OF OFFICIAL RECORDS.
(DOCUMENT DOES NOT AFFECT)

AN EASEMENT IN FAVOR OF FONTANA FARMS COMPANY FOR DITCH AND LAY PIPES FOR THE DISTRIBUTION OF WATER AND INCIDENTAL PURPOSES, RECORDED AUGUST 14, 1941 AS INSTRUMENT NO. 77, OF OFFICIAL RECORDS.
(DOCUMENT AFFECTS – NOT PLOTTABLE FROM RECORD INFORMATION)

AN EASEMENT IN FAVOR OF FREDERICK ROSE AND ANN ROSE, HUSBAND AND WIFE FOR 10 INCH CEMENT PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JUNE 19, 1945 IN BOOK 1790, PAGE 206, OF OFFICIAL RECORDS.
(DOCUMENT DOES NOT AFFECT)

AN EASEMENT IN FAVOR OF AARON W. HICKLE AND RENA BELLE HICKLE, HUSBAND AND WIFE AS JOINT TENANTS FOR INSTALLATION, INSPECTION, REPLACEMENT AND REPAIR OF A DOMESTIC WATER LINE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 18, 1963 AS INSTRUMENT NO. 572, BOOK 5854, PAGE 623, OF OFFICIAL RECORDS.
(DOCUMENT DOES NOT AFFECTS)

E AN EASEMENT IN FAVOR OF COUNTY OF SAN BERNARDINO FOR HIGHWAY AND ROAD AND INCIDENTAL PURPOSES, RECORDED APRIL 9, 1964 AS INSTRUMENT NO. 759, BOOK 6125, PAGE 453, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS – PLOTTED HEREON AS E)

F AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 03, 1965 AS INSTRUMENT NO. 590, BOOK 6445, PAGE 21, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS – PLOTTED HEREON AS F)

AN EASEMENT IN FAVOR OF ARTHUR F. SCHAFER AND ANNIE SCHAFER, HUSBAND AND WIFE FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 18, 1969 IN BOOK 7183, PAGE 698, OF OFFICIAL RECORDS.

(DOCUMENT AFFECTS – PLOTTED HEREON AS F)

PROPOSED EASEMENTS:

NONE

ZONING:

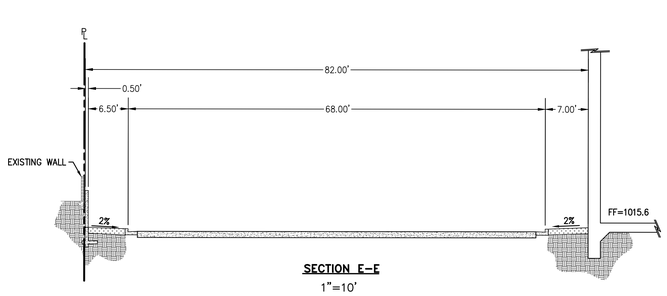
ZONING INFORMATION:
(THE FOLLOWING ZONE DESIGNATIONS ARE PER CITY OF FONTANA DEPARTMENT OF ENGINEERING/MAPPING)

GENERAL PLAN DESIGNATION:	I–L (LIGHT INDUSTRIAL)
ZONE DESIGNATION:	SOUTHWEST INDUSTRIAL PARK SLOVER EAST SPECIFIC PLAN
SWIP ZONING DISTRICT:	SLOVER EAST INDUSTRIAL DISTRICT

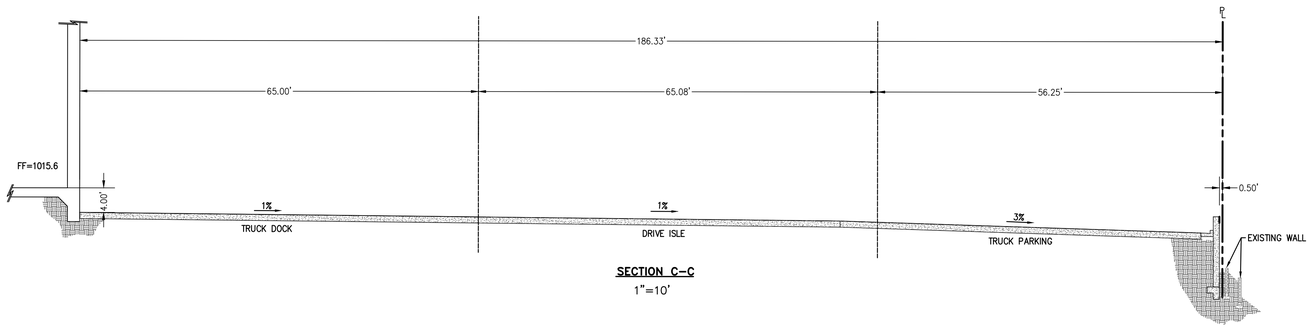
SITE TABULATION:

SITE AREA:		
IN S.F.		819,701 S.F.
IN ACRES		18.82 AC
BUILDING AREA:		
OFFICE		10,000 S.F.
WAREHOUSE		480,565 S.F.
TOTAL		490,565 S.F.
COVERAGE		
FAR		0.60
AUTO PARKING REQUIRED		
OFFICE	1ST 10K @ 1/250 S.F.	40 STALLS
WAREHOUSE:	1ST 20K @ 1/1000 S.F.	20 STALLS
	2ND 20K @ 1/1200 S.F.	10 STALLS
	ABOVE 40K @ 1/5000 S.F.	88 STALLS
TOTAL:		158 STALLS
AUTO PARKING PROVIDED		
STANDARD (9' X 19')		200 STALLS
STANDARD ACCESSIBLE (9' X 19')		8 STALLS
VAN ACCESSIBLE (12' X 9')		2 STALLS
TOTAL PARKING PROVIDED		210 STALLS
TRAILER PARKING REQUIRED		
1/5000 S.F. OF GROSS FLOOR AREA		98 STALLS
TRAILER PARKING PROVIDED		
TRAILER (12' X 70')		98 STALLS
LOADING SPACES REQUIRED		
5,000 – 30,000 S.F. : 1 SPACE, AND 1 ADDITIONAL SPACE FOR EACH ADDITIONAL 30,000 S.F.		16 STALLS
LOADING SPACES PROVIDED		
TRAILER (12' X 70')		56 STALLS
ZONING ORDINANCE FOR CITY		
ZONING DESIGNATION – SWIP – SLOVER EAST INDUSTRIAL DISTRICT (SED)		
MAXIMUM BUILDING HEIGHT ALLOWED		
HEIGHT – 75' MAX		
MAXIMUM FLOOR AREA RATIO		
FAR – 0.55		
** DEVELOPMENT INCENTIVE FOR LEED CERTIFICATION – 0.70 (ADD 0.15)		
LANDSCAPE REQUIREMENT		
PERCENTAGE (818,382 – 483,500) X 15% (ENTIRE PARCEL LESS THE BUILDING AREA, DRIVEWAYS, NON–IRRIGATED PORTIONS OF PARKING LOTS, AND HARDSCAPES)		50,232 S.F.
LANDSCAPE PROVIDED		
PERCENTAGE		18.5%
IN S.F.		62,000 S.F.
SETBACKS		
BUILDING		
POPLAR		20 FT
CATAWBA		20 FT
SIDE/REAR		NONE
PARKING/LANDSCAPING		20 FT

STREET SECTIONS:



SECTION E–E
1"=10'



SECTION C–C
1"=10'

FILENAME: M:\2021\21-305 Sentinel Fontana Rose\TPM\21-305_TPM.dwg, LAST SAVED ON: Nov 29, 2022 4:45pm PLOTTED BY: JESSE, ON: Nov 29, 2022 4:57pm, CTB:

















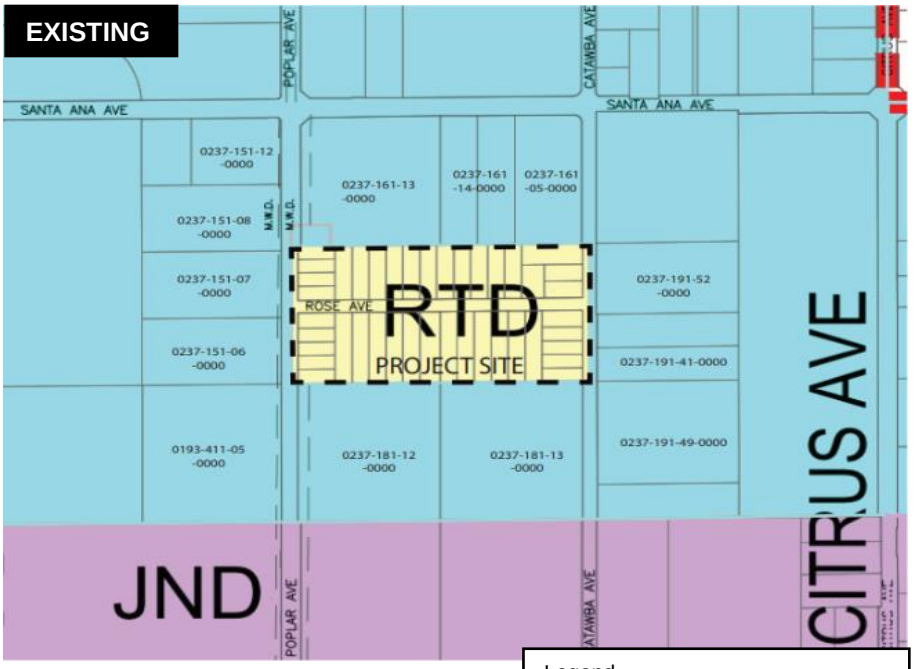
CITY OF FONTANA PLANNING DEPARTMENT



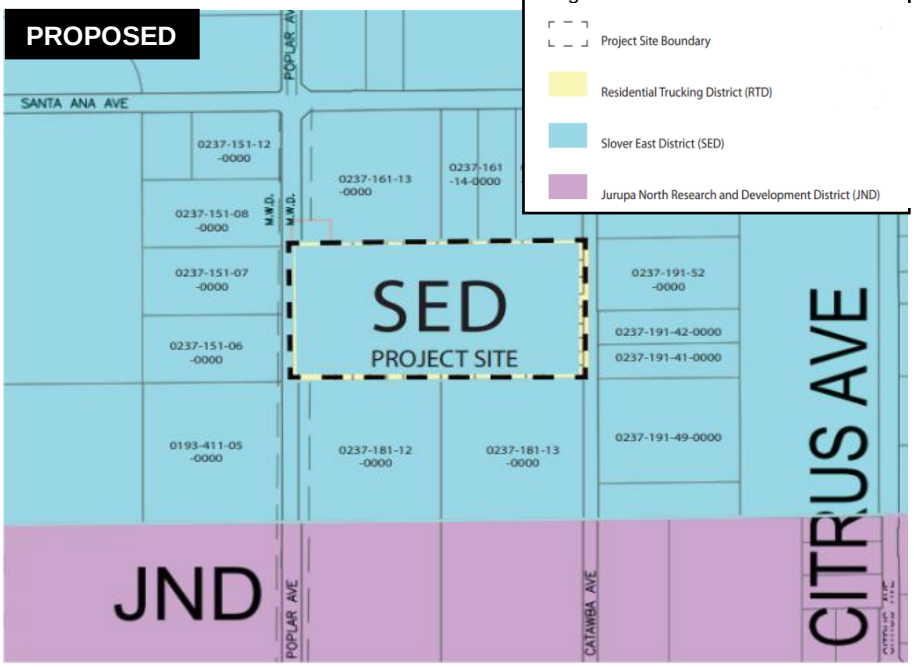
EXISTING & PROPOSED GENERAL PLAN LAND USE

DATE: October 17, 2023
CASE: Master Case No. 22-079: General Plan Amendment No. 22-007, Specific Plan Amendment No. 22-003, Development Agreement No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review No. 22-040

EXISTING



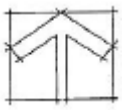
PROPOSED



Legend

- Project Site Boundary
- Residential Trucking District (RTD)
- Slover East District (SED)
- Jurupa North Research and Development District (JND)

NORTH



CITY OF FONTANA PLANNING DEPARTMENT

EXISTING & PROPOSED SPECIFIC PLAN

DATE: October 17, 2023
CASE: Master Case No. 22-079: General Plan Amendment No. 22-007, Specific Plan Amendment No. 22-003, Development Agreement No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review No. 22-040

RESOLUTION PC NO. 2023-___

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THE FONTANA CITY COUNCIL ADOPT A RESOLUTION TO CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2022090611), STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING AND REPORTING PROGRAM, AND STATEMENT OF FACTS AND FINDINGS AND APPROVE GENERAL PLAN AMENDMENT (GPA) NO. 22-007, SPECIFIC PLAN AMENDMENT (SPA) NO. 22-003, DEVELOPMENT AGREEMENT NO. 23-003, TENTATIVE PARCEL MAP (TPM NO. 20638) NO. 22-016 AND DESIGN REVIEW (DRP) NO. 22-040 FOR THE CONSTRUCTION OF AN INDUSTRIAL COMMERCE CENTER BUILDING TOTALING 490,565 SQUARE FEET ON A SITE OF APPROXIMATELY 18.8 GROSS ACRES.

WHEREAS, the City of Fontana General Plan was adopted by the City Council on November 13, 2018, and the City of Fontana Housing Element was adopted by the City Council on February 8, 2022; and

WHEREAS, the City of Fontana received an application on July 07, 2022 from Seefried Industrial Properties, Inc. ("Applicant") for General Plan Amendment (GPA) No. 22-007 to amend the General Plan land use designation for 18.8-acres of land located to the east side of Poplar Avenue, west of Catawba Avenue and on the properties along Rose Avenue from Residential Trucking (R-T) to General Industrial (I-G) and to modify Exhibit 15.8 (Land Use Map) of the General Plan to reflect the same; Specific Plan Amendment (SPA) No. 22-003 to amend the Southwest Industrial Park (SWIP) Specific Plan Land Use Plan to amend the land use designation of the project site from Residential Trucking District (RTD) to Slover East Industrial District (SED); Development Agreement (AGR) No. 22-003 to establish an agreement for the payment of a public benefit fee; Tentative Parcel Map No. 22-016 (TPM No. 20638) for the consolidation of 41 parcels into one parcel; and Design Review No. 22-040 for the development of an industrial commerce building totaling approximately 490,565 square feet along with site improvements for APNs 0237-171-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -13, -14, -15, -6, -17, -18, -19, and 0237-172-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -19, -22, -23, -26, -27, -28, -30, -31, -32, 33); and

WHEREAS, the subject site includes 41 parcels that were annexed from San Bernardino County into the City of Fontana on September 19, 2006; and

WHEREAS, the subject property is to be developed below the assumed capacity identified in the approved Housing Element, however there is still sufficient capacity in the city at the "extremely low/very low" income category to meet the City's Regional House Needs Assessment (RHNA) allocated numbers; and

WHEREAS, to comply with California's Housing Crisis Act of 2019 (SB 330), the project will participate in the City of Fontana Municipal Code (FMC) Chapter 30 Article

XV “No Net Loss Density Bonus/Replacement Program.” Pursuant to FMC section 30-967, the Unit Bank cannot exceed 2,200 units. The Unit Bank is currently 1,280 units. These 38 units will be added to the Unit Bank increasing the number of units in the Unit Bank to 1,318 which is less than the 2,200 units authorized by the FMC. The units in the Unit Bank shall be available as density bonuses 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 parcels until these 38 residential units are reclaimed within future planned residential projects; and

WHEREAS, all the notices required by statute and the Fontana City Code have been given as required; and

WHEREAS, on October 17, 2023, the Planning Commission received public testimony and evidence presented by the applicant, City staff, and other interested parties, at the Public Hearing held on Poplar South Distribution Center (State Clearinghouse No. 2022090611), General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Agreement (AGR) No. 23-005, Tentative Parcel Map No. 20638 (TPM No. 22-016), and Design Review (DRP) No. 22-040; and,

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

WHEREAS, the City has prepared a Final EIR, consisting of the comments received during the 45-day public review and comment period on the Draft EIR, written responses to those comments, revisions to the Draft EIR, and an errata making minor, non-substantive changes to the Final EIR. For the purposes of this Resolution, the “EIR” shall refer to the Draft EIR, as revised by the Final EIR, together with the other sections of the Final EIR; and

WHEREAS, based on the information contained in Environmental Impact Report (State Clearing House No. 2022090611) prepared for the proposed project which has been circulated for the proposed project and has been submitted with the inclusion of a Statement of Overriding Consideration and a Mitigation Monitoring Program with a recommendation for certification by the City Council; and

WHEREAS, the Conditions of Approval have been prepared and are attached hereto as Exhibit “A through B” for Tentative Parcel Map (TPM) No. 22-016 (TPM No. 20638) and Design Review (DRP) No. 22-040, and,

WHEREAS, General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Agreement (AGR) No. 22-003, Tentative Parcel Map (TPM) No. 22-016 (TPM No. 20638), and Design Review No. 22-040 is consistent with the goals and policies of the General Plan; and,

WHEREAS, the owners of property within 660 feet of the proposed project site were notified via public hearing notice mailer prior to the Public Hearing; and a notice of the public hearing was published in the *Fontana Herald* newspaper on October 7, 2023, at City Hall and at the project site; and,

WHEREAS, the Planning Commission carefully considered all information, evidence and testimony pertaining to the proposed project presented at its public hearing on October 17, 2023, and,

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

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

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

Section 2. CEQA. The Planning Commission has reviewed and considered the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP), any oral or written comments received, and the administrative record prior to making any recommendation on the proposed project. The Planning Commission finds that the EIR and Mitigation Monitoring and Reporting Program contain a complete and accurate reporting of all the environmental impacts associated with the Project. The Planning Commission further finds that the EIR and Mitigation Monitoring and Reporting Program have been completed in compliance with the 2019 Local CEQA Guidelines and the State CEQA Guidelines.

Section 3. General Plan Amendment. The City of Fontana Planning Commission hereby makes the following findings for General Plan Amendment (GPA) No. 22-003 in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

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

Findings of Fact: Changing the General Plan Land Use Designation of the site from Residential Trucking (R-T) to General Industrial (I-G) would allow for the construction of an industrial commerce center building totaling approximately 490,565 square feet. This development will assist with the growing the industrial commerce center demand in the City and the surrounding area. The construction and operations of the project site will provide employment opportunities for the local workforce and address demands related to products being transported into the area. Additionally, properties to the south and west also have a General Plan designation of General Industrial.

Section 4. Specific Plan Amendment. The City of Fontana Planning Commission hereby makes the following findings for Specific Plan Amendment (SPA) No. 22-003 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 viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact: A specific plan amendment to the existing Southwest Industrial Park Specific Plan (SWIP) to change the land use of the project site from Residential Trucking District (RTD) to Slover East Industrial District (SED) would accommodate the development of an industrial commerce center building totaling 490,565 square feet. This project will provide attractive development with quality modern architecture with additional landscaping. This type of development will enhance the industrial areas with an attractive street scene and high-quality landscaping. This type of development will be consistent with the areas to the south and west.

Section 5. Tentative Parcel Map. The City of Fontana's Planning Commission hereby makes the following findings for Tentative Parcel Map No. 22-016 (TPM No. 20638), pursuant to Section 30-284 of the Fontana Zoning and Development code, and in accordance with Section No. 26 218(d) "Processing of application," of the Fontana Municipal Code:

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

Findings of Fact: Tentative Parcel Map No. 22- 016 (TPM No. 20638) is consistent with the General Plan Land Use Designation for the project site, which is General Industrial (I-G). The lot size with the consolidation will meet the lot standards of the Specific Plan. The tentative parcel map consolidates forty-one (41) existing parcels (APNs: 0237-171-01 through -19, 0237-172-01 through -12, -19, -22, -23, -26, -27, -28, -30 through -33) into one parcel for the construction of a concrete tilt-up industrial commerce center building totaling approximately 490,565 square feet, which is within the land use permitted in the General Plan. The project incorporates the project site into the Southwest Industrial Park Specific Plan, Slover East Industrial District. Rose Avenue is vacated and the site designation will reflect Slover East Industrial District (SED) between Poplar Avenue and Catawba Avenue. This section of Rose Avenue is listed as a local street on Hierarchy of the Streets Plan Chapter of the General Plan and Transportation and Circulation Chapter of SWIP. The vacation of Rose Avenue will not conflict with the General Plan or SWIP.

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. 20638 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, Subdivisions (Chapter No. 26) Chapter of the City of Fontana Municipal Code and the General Industrial development standards. The project includes all on-site and off-site improvements to meet all the General Plan goals and objectives; as well as, all of the zoning requirements of the Southwest Industrial Specific Plan, Slover East Industrial District zone. Improvements consist of public sewer, public storm drain, streets, gutter, sidewalks, drainage, and grading to provide a safe and well-designed project for the area.

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

Findings of Fact: The project site for the industrial commerce center is approximately 18.8 acres which is adequate in size to accommodate the development. The existing topography is conducive for the project and development of the site did not require setback variances; therefore, the site is suitable for this type of development. The lot size is consistent with surrounding industrial developments.

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

Findings of Fact: The design of Tentative Parcel Map No. 22-016 (TPM No. 20638) is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. The area surrounding the project site has been developed with of industrial, high school, adult school and warehouses uses.

An Environmental Impact Report (EIR) 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 EIR, the project does not represent significant effect on the environment as a result of project implementation. The mitigation measures establish within the EIR will reduce any significant impacts to the surrounding area. The use is anticipated based on the Land Use Designation and the Zoning and Development Code. The design of the map

will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat. The design of the map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

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

Findings of Fact: The design of Tentative Parcel Map No. 22-016 (TPM No. 20638) will not cause public health problems. The development will comply with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer, connection to the public storm drain, modification to the existing sidewalks, drainage, and grading to provide a safe and well-designed project for the area. Therefore, the project shall promote the public health, safety, and welfare of the surrounding community.

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

Findings of Fact: The design of Tentative Parcel Map No. 22-016 (TPM No. 20638) and public improvements will not conflict with access easements acquired by the public. Access to and from the project site would be provided from driveways on Poplar Avenue and Catawba Avenue. The truck traffic will come in and out from the southern driveway along Poplar and Catawba Avenue and vehicle traffic will use two separate entrances on the north accessed from Poplar Avenue and Catawba Avenue.

Section 6. Design Review. The City of Fontana Planning Commission hereby makes the following findings for a Design Review No. 22-040 in accordance with Section 30-120 “Findings for approval” of the Fontana Zoning and Development Code:

Finding No. 1: **The proposal is consistent with the General Plan and applicable Specific Plan.**

Findings of Fact: The General Plan land use designation of General Industrial (I-G) is intended for employee-intensive uses, including business parking, research and development, technology centers, corporate and support office uses, clean industry, supporting retail uses, truck and equipment sales and related services. The industrial commerce facility provides for a consistent blend of well-designed industrial development in the immediate vicinity. The specific plan amendment incorporates the project into the Southwest Industrial Park Specific Plan, Slover East Industrial District. The industrial commerce facilities provide for a consistent

blend of well-designed industrial development in the immediate vicinity because it provides consistency with the industrial uses south to the west of the project site.

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

Findings of Fact: The site and architectural design for the 490,565 square foot industrial commerce center building has been designed with office space totaling approximately 10,000 square feet. A gate-secured truck court with 42 loading docks are on the south side of the building. The use of glazing, parapets, accent colors and painted banding will add structural and visual interest to the building. Additionally, variations to the building face and roof lines will be architecturally pleasing. Access to and from the project site would be provided from driveways on Poplar Avenue and Catawba Avenue. Landscaping would be ornamental in nature and includes trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcovers.

The project will be an appropriate and desirable development for the area. With the requested associated general plan amendment and specific plan amendment from Residential Trucking (R-T) to General Industrial (I-G), the project will meet or exceed the criteria contained in the Design Review section of the Fontana Zoning and Development Code and the SWIP specific plan.

The project will result in the construction of an industrial commerce center building totaling approximately 490,565 square feet. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and shall promote the public health, safety, and welfare of the surrounding community***.***

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

Findings of Fact: The industrial commerce center facility has been designed with the use of glazing, parapets, canopies, accent colors and painted banding will add structural and visual interest to the building. Additionally, variations to the building face and roof lines will be architecturally pleasing. Access to and from the project site would be provided from driveways on Poplar Avenue and Catawba Avenue with vehicle traffic utilizing separate entrances from

commercial vehicles. Landscaping would be ornamental in nature and features trees, shrubs, and drought-tolerant accent plants in addition to a variety of groundcover. The building will be compatible with the industrial commerce centers to the south and west of the project site and will provide a quality, aesthetically please development for the surrounding neighborhood.

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

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

Section 7. Approval. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt the following:

- A resolution to certify the Final Environmental Impact Report (State Clearinghouse No. 2022090611), pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.1 of the City of Fontana's 2019 Local CEQA Guidelines and direct staff to file the Notice of Determination;
- A resolution approving General Plan Amendment (GPA) No. 22-007;
- An ordinance approving Specific Plan Amendment (SPA) No. 22-003;
- An ordinance approving Development Agreement (AGR) No. 23-003; and
- A resolution approving Design Review No. 22-040 and Tentative Parcel Map (TPM) No. 22-016 (TPM No. 20638), subject to the findings as indicated herein and the Conditions of Approval, have been prepared and are attached hereto as **Exhibit "A"** and **Exhibit "B".**

Section 8. Resolution Regarding Custodian of Record. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 9. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 11. Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 17th day of October, 2023.

City of Fontana

_____
Cathline Fort, Chairperson

ATTEST:

I, Ralph Thrasher, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on this 17th day of October 2023, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ralph Thrasher, Secretary

EXHIBIT "A"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-079 October 17, 2023
Tentative Parcel Map No. 20638 (TPM No. 22-016)

LOCATION: The project site includes property located to the east side of Poplar Avenue, west of Catawba Avenue and north and south of Rose Avenue (APNs) 0237-171-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -13, -14, -15, -6, -17, -18, -19, and 0237-172-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -19, -22, -23, -26, -27, -28, -30, -31, -32, 33.

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

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

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

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

3. Tentative Parcel Map No. 20638 (TPM No. 22-016) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Southwest Industrial Park Specific, Chapter 30 (Zoning and Development), Fontana Municipal Code (FMC) and the Subdivision Map Act.

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

5. The applicant/developer shall comply with the mitigation measures identified in the Final Environmental Impact Report (FEIR), and Mitigation Monitoring and Reporting Program (MMRP) as approved by the Planning Commission.

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. 20638 (TPM No. 22-016) shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.

8. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City

Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Section No. 30-23 of the Municipal Code.

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

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

11. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning and Development Code (Section 30-962).

BUILDING & SAFETY DEPARTMENT:

12. 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

13. 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.

14. 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.

15. 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.

16. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. All proposed drainage structures; and

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

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

20. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

21. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:

    A. Precise grading plans shall be approved
    B. Rough grading completed
    C. Compaction certification
    D. Pad elevation certification
    E. Rough grade inspection signed off by a City Building Inspector

22. 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.

23. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.

ENGINEERING DEPARTMENT:

24. 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.

25. 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.

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

PRIOR TO ISSUANCE OF GRADING PERMIT

27. 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.

28. 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

29. 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

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

31. 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

32. conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERFITICATE OF OCCUPANCY

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

34. 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.

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

36. 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).

37. 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.

38. 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.

39. 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.

FIRE DEPARTMENT:

40. *Jurisdiction:* The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

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

42. *Turnaround:* An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45)

foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

43. *Fire Lanes:* The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

44. *Water System Commercial:* Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2. The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 490,550 Square Foot structure.

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

46. *Water Improvement Plan:* The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, largest building square footage details, lot size detail in square feet, and description of what is being constructed. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

47. *Combustible Protection:* Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

48. *Fire Sprinkler-NFPA #13:* An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.

49. *Fire Alarm, Waterflow Monitoring:* A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire

alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.

50. Smoke Removal: An automatic smoke removal system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall submit three (3) sets of detailed smoke removal system plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

51. *Fire Extinguishers:* Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.

52. *Commercial (large facility) Addressing:* Commercial and industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1

53. *Key Box:* An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4

54. *Security Gates:* In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3

55. *Material Identification Placards:* The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704.

56. *High-Piled Storage:* The applicant shall submit an application for a High-Piled Storage permit for storage of over 12’ in height of Class I-IV commodities and/or over 6’ in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.

57. *Secondary Access:* The development shall have a minimum of two (2) points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1

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

END OF CONDITIONS

EXHIBIT "B"

FONTANA
CALIFORNIA

CITY OF FONTANA

CONDITIONS OF APPROVAL

PROJECT: Master Case No. (MCN) 22-079
Design Review (DRP) No. 22-040

DATE: October 17, 2023

LOCATION: The project site includes property located to the east side of Poplar Avenue, west of Catawba Avenue and north and south of Rose Avenue (APNs) 0237-171-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -13, -14, -15, -6, -17, -18, -19, and 0237-172-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -19, -22, -23, -26, -27, -28, -30, -31, -32, 33.

PLANNING DEPARTMENT:

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

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

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

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.

3. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning Code and Development Code, Fontana Municipal Code (FMC) and the Southwest Industrial Park Specific Plan.

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

5. A Register of Professional Archaeologists (RPA)-qualified archeologist experienced with Native American artifact identification and approved by the City of Fontana shall be present to monitor the first two (2) days of site preparation/ grubbing; the first two (2) days of mass grading; and the first two (2) days of utility trenching. Such monitoring activities may be reduced or terminated depending on the findings and recommendations of the archeologist. In the event that prehistoric or historic cultural resources be uncovered during these activities, representatives of the tribal entity(s) whom consider the project site to be within their traditional use area shall be contacted and invited to the site to review the find, and monitoring shall be continued at the discretion of archeologist.

6. 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.

7. 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 weekday, 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 No. 18-63(7) of the Municipal Code. 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.
   B. 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.
   C. Have only necessary equipment onsite.
   D. 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:
   E. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
   F. Temporarily enclose localized and stationary noise sources.
   G. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.

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

9. The current development fees must be paid prior to issuance of building/construction permits.

10. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-30 and Sections No. 30-31 of the Municipal Code.

11. 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.

12. 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.

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

14. 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.

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

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

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

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

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

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

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

22. The applicant/developer/property owner shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.

23. In the event that any off-site utility and/or infrastructure improvements are required as a direct result of future projects, construction of such off-site utility and infrastructure improvements shall not occur concurrently with the demolition, site preparation, and grading phases of project construction. This requirement shall be clearly noted on all applicable grading and/or building plans.

24. Adhere to the City standard of one foot candle minimum for all entrances, exits, pedestrian paths, parking lots, and activity areas. Reflect all light fixtures on the site plan. All areas shall be illuminated during all hours of darkness and all luminaries utilized shall be vandal-resistant fixtures. The type of lighting shall be fluorescent, white L.E.D.s or metal halide. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.

25. Incorporate an anti-graffiti coating onto the exterior of all proposed block walls to discourage graffiti.

26. The applicant shall meet all requirements of the Trip Reduction Measures in of the Zoning Code (Section 30-962).

27. There shall be no refrigerated uses on site; unless, a future tenant proposing to have such uses conducts an update of the California Environmental Quality Act (CEQA) document (i.e. Environmental Impact Report) and any applicable studies/memorandums to amend this Condition of Approval.

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

Prior To Issuance of Grading Permit

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

BUILDING & SAFETY DEPARTMENT:

30. 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

31. 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.

32. 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.

33. 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.

34. 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.

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

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

A. Grading plans shall be submitted to and approved by Building & Safety. The grading plans shall indicate all site improvements and shall indicate complete drainage paths of all drainage water run-offs.
B. All drainage water shall drain via approved methods to an approved location, such as a public street, a public drainage system, etc.
C. Drainage water shall not cross over a public sidewalk. Drainage water may, however, cross under a sidewalk if an approved drainage structure is used.
D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
E. No water course or natural drainage shall be obstructed.
F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
G. Drainage water shall not pass from an ‘improved’ type of drainage structure to an ‘unimproved’ type of drainage structure (e.g., concrete swale to a dirt swale) unless otherwise approved by the Building Official.
H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic

calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to and approved by Building & Safety.

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

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

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

38. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

39. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:

    A. Precise grading plans shall be approved
    B. Rough grading completed
    C. Compaction certification
    D. Pad elevation certification
    E. Rough grade inspection signed off by a City Building Inspector

40. 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.

41. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.

ENGINEERING DEPARTMENT:

42. 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.

43. 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.

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

PRIOR TO ISSUANCE OF GRADING PERMIT

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

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

PRIOR TO MAP RECORDATION

47. 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

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

49. 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

50. conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERFITICATE OF OCCUPANCY

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

52. 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.

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

54. 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).

55. 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.

56. 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.

57. 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.

FIRE DEPARTMENT:

58. *Jurisdiction:* The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

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

60. *Turnaround:* An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.

61. *Fire Lanes:* The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

62. *Water System Commercial:* Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2. The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 490,550 Square Foot structure.

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

64. *Water Improvement Plan:* The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, largest building square footage details, lot size detail in square feet, and description of what is being constructed. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE. California Fire Code Chapter 5.

65. *Combustible Protection:* Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

66. *Fire Sprinkler-NFPA #13:* An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer

specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.

67. *Fire Alarm, Waterflow Monitoring:* A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.

68. Smoke Removal: An automatic smoke removal system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall submit three (3) sets of detailed smoke removal system plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

69. *Fire Extinguishers:* Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.

70. *Commercial (large facility) Addressing:* Commercial and industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1

71. *Key Box:* An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4

72. *Security Gates:* In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3

73. *Material Identification Placards:* The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704.

74. *High-Piled Storage:* The applicant shall submit an application for a High-Piled Storage permit for storage of over 12’ in height of Class I-IV commodities and/or over 6’ in height of high hazard commodities. Three (3) sets of detailed plans and a commodity analysis report shall be submitted to the Fire Department for review and approval. The applicant shall submit to the Fire Department concurrently with any racking permits to the Building and Safety division. California Fire Code Chapter 32 & SBCoFD Standard S-1.

75. *Secondary Access:* The development shall have a minimum of two (2) points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1

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

END OF CONDITIONS OF APPROVAL

RECORDING REQUESTED BY:
ALEJANDRO RICO

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

ROSE PROJECT
DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF FONTANA,
a California municipal corporation

and

LIT INDUSTRIAL LIMITED PARTNERSHIP
a Delaware Limited Partnership

Dated as of _____, 2023 for reference purposes

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ROSE AVENUE PROJECT DEVELOPMENT AGREEMENT

The ROSE AVENUE PROJECT DEVELOPMENT AGREEMENT ("Agreement") is entered into by the City of Fontana a California municipal corporation (hereinafter "City"), and LIT Industrial Limited Partnership, a Delaware limited partnership (hereinafter "Owner"). This Agreement is dated _____, 2023 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 Rose Avenue in the City, consisting of 41 parcels identified as Assessor's Parcel Numbers (APNs) 0237-171-01 through -19, 0237-172-01 through -12, -19, -22, -23, -26, -27, -28, and -30 through -33, 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 Environmental Impact Report 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. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Plan Review (DRP) No. 22-22-040 and Tentative Parcel Map No. 20638; 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;

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 LIT Industrial Limited Partnership, a Delaware limited partnership, and its successors in interest to all or any part of the Property.

1.1.4 "***Development***" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; 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 Rose Avenue in the City, consisting of 41 parcels identified as Assessor's Parcel Numbers (APNs) 0237-171-01 through -19, 0237-172-01 through -12, -19, -22, -23, -26, -27, -28, and -30 through -33, 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

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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 unreasonable withheld, delayed or conditioned, Owner shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) to any person, partnership, joint venture, affiliate, firm, or corporation at any time; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

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

(b) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with 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". 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

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or voting interest. Owner shall provide written notification to City concurrently with the completion of such a transfer.

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 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,

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(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, subject to the provisions of Section 4.3.3, 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.

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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:

LIT Industrial Limited Partnership
c/o Seefried Industrial Properties
2321 Rosecrans Ave. Suite 2220
El Segundo, CA 90245
Attn: Scott Irwin
Telephone: (310) 536-7900

with a copy to:

Allen Matkins Leck Gamble
Mallory & Natsis LLP
2010 Main Street, Suite 800
Irvine, CA 92614
Attn: John C. Condas, Esq.
Telephone: (949) 553-1313

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 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.

DRAFT

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.

(e) 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**"):

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(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, 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

DRAFT

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

DRAFT

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 Two Million Eighty Four Thousand Nine Hundred One Dollars ($2,084,901) ("**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 certificate of occupancy for the Project, and Owner shall pay the Public Benefit Fee to the City prior to the issuance of any certificate of occupancy for the Project.

4.3.2 The City has sole discretion to determine the uses for the Public Benefit Fee. The City has not designated a specific project or purpose for the Public Benefit Fee. Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fee, that its obligation to pay the Public Benefit Fee is an essential term of this Agreement, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the Public Benefit Fee on any ground whatsoever, including without limitation pursuant to the Fifth

DRAFT

and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise.

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

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, City and Owner will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. City also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, Owner 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.

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.

DRAFT

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

DRAFT

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

DRAFT

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

9.5 **Reservation of Rights**. With respect to Sections 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.

(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.

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

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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.

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

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Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property by the Owner of such property.

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

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

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

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

[Signatures on following pages]

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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

LIT INDUSTRIAL LIMITED PARTNERSHIP,
a Delaware limited partnership

By: LIT Holdings, GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Michael Marrone
Title: Senior Vice President

ATTEST:

By: _____
Germaine Key, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

_____
Ruben Duran, City Attorney

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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)

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EXHIBIT A

TO DEVELOPMENT AGREEMENT BETWEEN THE City OF FONTANA AND POPLAR SOUTH DC, LLC

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. 20638, BEING A DIVISION OF THE FOLLOWING:

TRACT 1: (APN 0237-171-04-0-000)

LOT 16, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, INCLUSIVE, RECORDS OF SAID COUNTY.

TRACT 2: (APN 0237-171-03-0-000)

LOT 17 OF TRACT NO. 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 3: (APN 0237-171-02-0-000)

LOT 18 OF TRACT NO. 3074 IN THE UNINCORPORATED AREA, COMMONLY KNOWN AS FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TRACT 4: (APN 0237-171-01-0-000)

LOT 19 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE(S) 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 5: (APN 0237-171-05-0-000)

LOT 15, TRACT 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY.

TRACT 6: (APN 0237-171-06-0-000)

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LOT 14 OF TRACT NO. 3074, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 7: (APN 0237-171-07-0-000)

LOT 13 OF TRACT 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY.

TRACT 8: (APN 0237-171-08-0-000)

LOT 12, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43, PAGE(S) 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 9: (APN 0237-171-09-0-000)

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LOT 11 OF TRACT 3074, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER.

TRACT 10: (APN 0237-171-10-0-000)

LOT 10, TRACT NO. 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, RECORDS OF SAID COUNTY.

TRACT 11: (APN 0237-171-11-0-000)

LOT 9 OF TRACT 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, CALIFORNIA AS PER MAP RECORDED IN BOOK 43, PAGE(S) 14, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 12: (APN 0237-171-12-0-000)

LOT 8 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE(S) 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TRACT 13: (APN 0237-171-13-0-000)

LOT 7, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 14: (APN 0237-171-14-0-000)

LOT 6, TRACT NO. 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY.

TRACT 15: (APN 0237-171-15-0-000)

LOT 5, TRACT NO. 3074, AS PER PLAT RECORDED IN BOOK 43, OF MAPS PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 16: (APN 0237-171-16-0-000)

LOT 4 OF TRACT 3074 AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 43, PAGE(S) 44 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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TRACT 17: (APN 0237-171-17-0-000)

LOT 1, TRACT NO. 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY.

TRACT 18: (APN 0237-171-18-0-000)

LOT 2, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, INCLUSIVE, RECORDS OF SAID COUNTY.

TRACT 19: (APN 0237-171-19-0-000)

LOT 3 OF TRACT 3074, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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TRACT 20: (APN 0237-172-05-0-000)

LOT 20 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43, PAGE(S) 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 21: (APN 0237-172-04-0-000)

LOT 21 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 22: (APN 0237-172-03-0-000)

LOT 22, TRACT 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE(S) 14, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 23: (APN 0237-172-02-0-000)

LOT 23, TRACT 3074, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY.

TRACT 24: (APN 0237-172-01-0-000)

LOT 24, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, INCLUSIVE, RECORDS OF SAID COUNTY.

TRACT 25: (APNS 0237-172-06-0-000 AND 0237-172-07-0-000)

LOT 25 AND 26 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP, RECORDED IN BOOK 43, PAGE 14 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 26: (APN 0237-172-08-0-000)

LOT 27, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, INCLUSIVE, RECORDS OF SAID COUNTY.

TRACT 27: (APN 0237-172-09-0-000)

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LOT 28, TRACT NO. 3074, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 28: (APN 0237-172-10-0-000)

LOT 29 OF TRACT NO. 3074, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 29: (APN 0237-172-11-0-000)

LOT 30, TRACT NUMBER 3074, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 43 OF MAPS, PAGE(S) 14, INCLUSIVE, RECORDS OF SAID COUNTY.

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TRACT 30: (APN 0237-172-12)

THE WEST 75 FEET OF THE SOUTH 340 FEET OF THE EAST ONE-HALF OF THE FARM LOT 863, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

TRACT 31: (APN 0237-172-32-0-000)

PARCEL NO. 1:

THE WEST 1/2 OF THE EAST 150 FEET OF THE WEST 225 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 10 FEET OF THE EAST 1/2 OF THE EAST 150 FEET OF THE WEST 225 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

TRACT 32: (APN 0237-172-33-0-000)

THE EAST 75.00 FEET OF THE WEST 225 FEET OF THE SOUTH 340.00 FEET TO THE EAST HALF OF LOT 863, ACCORDING TO THE MAP SHOWING SUBDIVISION OF LAND BELONGING TO SEMI TROPIC LAND AND WATER COMPANY, AS PER MAY RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT 33: (APN 0237-172-26-0-000)

THE EAST 75 FEET OF THE WEST 300 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY COMPUTED TO

STREET CENTERS. TRACT 34: (APN 0237-172-27-0-000)

DRAFT

THE EAST 75 FEET OF THE WEST 375 FEET OF THE SOUTH 340 FEET OF THE EAST 1/2 OF FARM LOT 863 ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

TRACT 35: (APN 0237-172-19-0-000)

THE WEST 75 FEET OF THE EAST 285 FEET OF THE SOUTH 340 FEET OF THE FARM LOT 863, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGINGS TO SEMI-TROPIC LAND AND WATER COMPANY AS PER MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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TRACT 36: (APN 0237-172-23-0-000)

THE SOUTH 340 FEET OF THE EAST 1/2 OF LOT 863, ACCORDING TO THE MAP SHOWN IN SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 12, OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 450 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTH 260 FEET THEREOF.

AREA AND DISTANCES ARE COMPUTED TO STREET CENTERS AS

SHOWN ON SAID MAP. TRACT 37: (APN 0237-172-30-0-000)

PARCEL 1:

THE NORTH 65 FEET OF THE SOUTH 260 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

EXCEPT THE WEST 450 FEET THEREOF.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN

ON SAID MAP. PARCEL 2:

A RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 6 FEET OF THE EAST 125 FEET OF THE SOUTH 195 FEET OF SAID LOT 863.

TRACT 38: (APN 0237-172-31-0-000)

THE NORTH 65 FEET OF THE SOUTH 195 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, THE WEST 450 FEET THEREOF.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS AS SHOWN

ON SAID MAP. TRACT 39: (APN 0237-172-28-0-000)

DRAFT

THE SOUTH 65 FEET OF THE NORTH 195 FEET OF THE SOUTH 260 FEET OF THE EAST HALF OF FARM LOT 863, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 150 FEET THEREOF, AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

TRACT 40: (APN 0237-172-22-0-000)

DRAFT

THE SOUTH 65 FEET OF THE EAST 1/2 OF FARM LOT 863, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 450 FEET THEREOF.

NOTE: AREA AND DISTANCES COMPUTED TO STREET CENTERS.

APN: 0237-171-01, 0-000, 0237-171-02-0-000, 0237-171-03-0-000, 0237-171-04-0-000, 0237-171-05-0-

000, 0237-171-06-0-000, 0237-171-07-0-000, 0237-171-08-0-000, 0237-171-09-0-000, 0237-171-10-0-

000, 0237-171-11-0-000, 0237-171-12-0-000, 0237-171-13-0-000, 0237-171-14-0-000, 0237-171-15-0-

000, 0237-171-16-0-000, 0237-171-17-0-000, 0237-171-18-0-000, 0237-171-19-0-000, 0237-172-01-0-

000, 0237-172-02-0-000, 0237-172-03-0-000, 0237-172-04-0-000, 0237-172-05-0-000, 0237-172-06-0-

000, 0237-172-07-0-000, 0237-172-08-0-000, 0237-172-09-0-000, 0237-172-10-0-000, 0237-172-11-0-

000, 0237-172-12-0-000, 0237-172-19-0-000, 0237-172-22-0-000, 0237-172-23-0-000, 0237-172-26-0-

000, 0237-172-27-0-000, 0237-172-28-0-000, 0237-172-30-0-000, 0237-172-31-0-000, 0237-172-32-0-

000 and 0237-172-33-0-000 (Referenced for informational purposes only)

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EXHIBIT B

TO DEVELOPMENT AGREEMENT BETWEEN
THE City OF FONTANA AND POPLAR SOUTH DC, LLC

EXHIBIT B – Map Showing Property and its location:

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Local Vicinity



Poplar South Distribution Center
City of Fontana

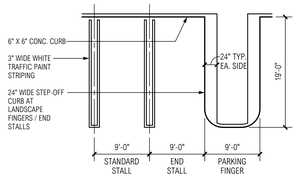
Figure 3-2

EXHIBIT C

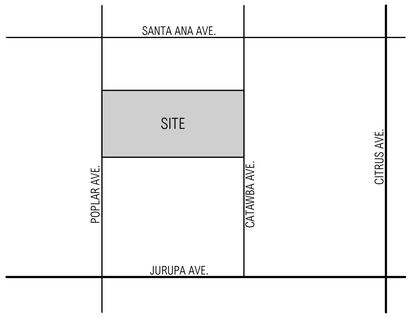
TO DEVELOPMENT AGREEMENT BETWEEN
THE City OF FONTANA AND POPLAR SOUTH DC, LLC
Existing Development Approval

DRAFT

AUTO PARKING DETAIL:



VICINITY MAP:



GENERAL NOTES:

1. ANY EXISTING STRUCTURES ONSITE ARE TO BE DEMOLISHED.

2. ALL PROPOSED NEW ONSITE UTILITY SERVICES SHALL BE UNDERGROUND.

3. CONCRETE BANDS, 24" IN WIDTH, SHALL BE PROVIDED AT LANDSCAPE FINGERS.

4. DRIVEWAYS SHALL BE CONSTRUCTED PER CITY STANDARD PLANS.

5. STATE OF CALIFORNIA "GENERAL CONSTRUCTION NPDES PERMITS AND WDID NUMBERS MUST BE OBTAINED PRIOR TO PERMIT.

6. PARKING STALL DIMENSIONS: 9'W X 19'D - DOUBLE STRIPED PER CITY REQUIREMENTS. CLEAN AIR / CARPOOL PARKING SHALL BE PROVIDED PER CALGREEN REQUIREMENTS.

7. FIRE DEPT. APPROVED KNOX LOCKS SHALL BE PROVIDED AT ALL GATES.

8. FIRE DEPT. ACCESS SHALL BE PROVIDED PER STANDARDS:
   - ACCESS LANE WIDTH: 30'-0"
   - ACCESS LANE HEIGHT: 14'-6"
   - INSIDE TURN RADIUS: 19'-0"

CODE ANALYSIS:

CONSTRUCTION TYPE:	III-B
OCCUPANCY:	S-1 PRIMARY OCC. B / F-1 ACCESSORY
FIRE SPRINKLERS:	FULLY SPRINKLERED
BUILDING HEIGHT:	
MAX. ALLOWABLE:	75'
PROPOSED:	50'
STORIES:	
MAX. ALLOWABLE:	3
PROPOSED:	2
ALLOWABLE AREA	UNLIMITED PER CBC 507

PROJECT DATA:

NET SITE AREA:	819,701 SF / 18.82 AC
FOOTPRINT AREA:	480,550 SF
MEZZANINE AREA:	10,000 SF
TOTAL FLOOR AREA:	490,550 SF
OFFICE AREA:	10,000 SF
WAREHOUSE AREA:	480,550 SF
TOTAL:	490,550 SF
BASE ALLOWABLE F.A.R.:	0.55
** DEVELOPMENT INCENTIVE FOR LEED CERTIFICATION	0.6325
PROPOSED F.A.R.	0.60
AUTO PARKING REQUIRED	
10,000 SF OFFICE (1/250 SF)	40 STSALLS
0 SF MANUFACTURING (1/600 SF)	0 STALLS
480,550 SF WAREHOUSE	
1 TO 20,000 SF (1/1,000 SF)	20 STALLS
20K TO 40,000 SF (1/2,000 SF)	10 STALLS
> 40,0000 SF (1/5,000 SF)	88 STALLS
TOTAL REQUIRED:	158 STALLS
AUTO PARKING PROVIDED	210 STALLS
TRAILER PARKING REQUIRED - 1/5,000 SF	98
	98
LANDSCAPE:	
REQUIRED: 818,382 - 483,500 X 15%	50,232 SF
PROVIDED:	62,000 SF

GENERAL PROJECT INFO:

ZONE:

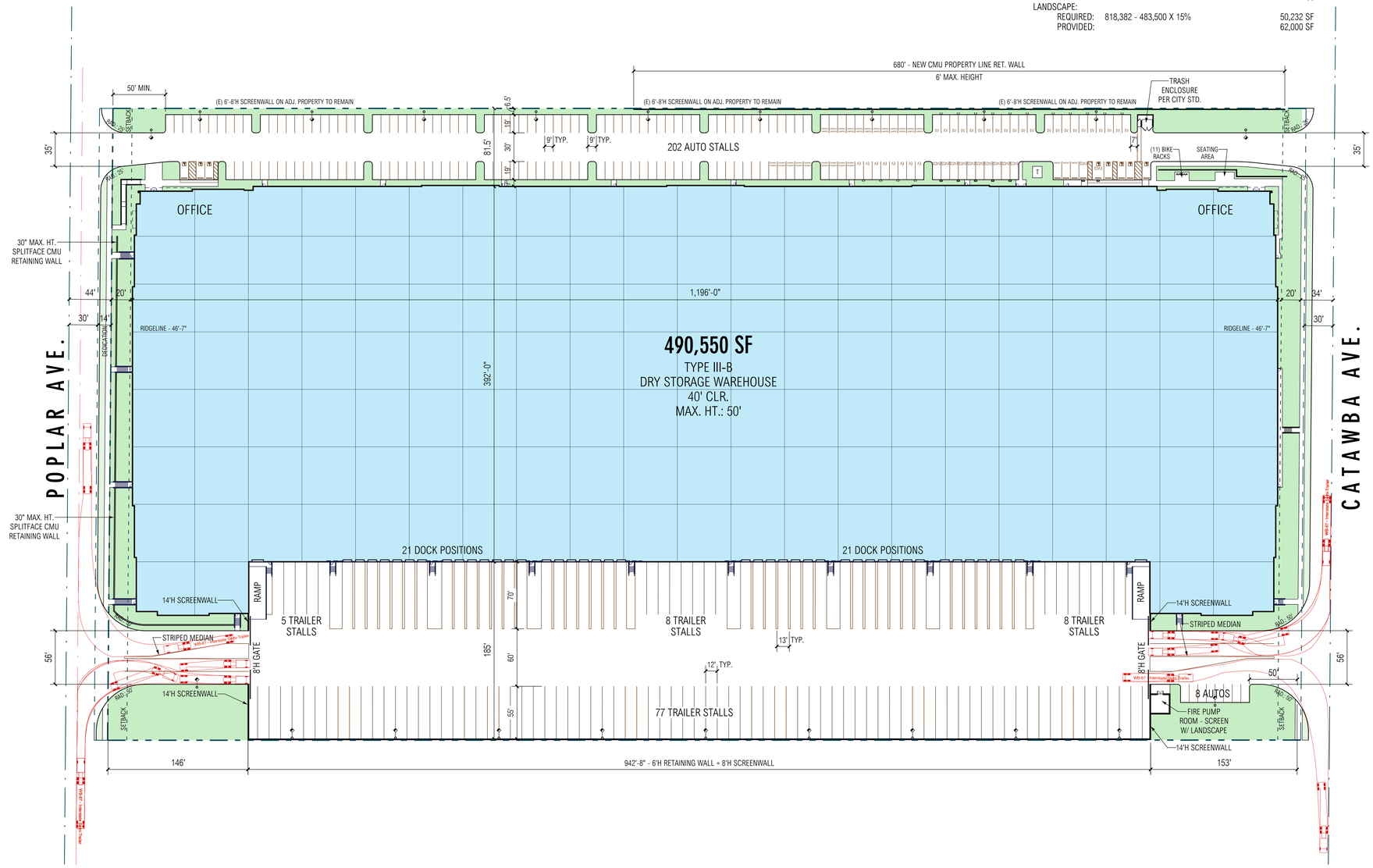
SPECIFIC PLAN: SOUTHWEST INDUSTRIAL PARK
SLOVER EAST INDUSTRIAL DISTRICT

APN:

0237-171-01	0237-171-11	0237-172-01	0237-172-11	0237-172-32
0237-171-02	0237-171-12	0237-172-02	0237-172-12	0237-172-33
0237-171-03	0237-171-13	0237-172-03	0237-172-19	
0237-171-04	0237-171-14	0237-172-04	0237-172-22	
0237-171-05	0237-171-15	0237-172-05	0237-172-23	
0237-171-06	0237-171-16	0237-172-06	0237-172-26	
0237-171-07	0237-171-17	0237-172-07	0237-172-27	
0237-171-08	0237-171-18	0237-172-08	0237-172-28	
0237-171-09	0237-171-19	0237-172-09	0237-172-30	
0237-171-10		0237-172-10	0237-172-31	

PROJECT DESCRIPTION:

ONE NEW 490,550 SF SPECULATIVE WAREHOUSE BUILDING INTENDED FOR HIGH CUBE STORAGE, INCLUDING DOCK HIGH LOADING FACILITIES, TRAILER PARKING, 210 AUTO PARKING STALLS, AND LANDSCAPE IMPROVEMENTS. THE PROJECT WILL BE PURSUING LEED CERTIFICATION, AND PROPOSES TO UTILIZE THE AVAILABLE INTENSITY BONUS RELATED TO THE GREEN BUILDING INCENTIVE IN TABLE 10-10 OF THE S.W.I.P. SPECIFIC PLAN.



RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

SEEFRIED INDUSTRIAL PROPERTIES
Scott Irwin
Senior Vice President – Southern California
SEEFRIED INDUSTRIAL PROPERTIES, INC.
2301 Rosecrans Avenue, Suite 3165
El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8761
scottirwin@seefriedproperties.com

POPLAR SOUTH DISTRIBUTION CENTER

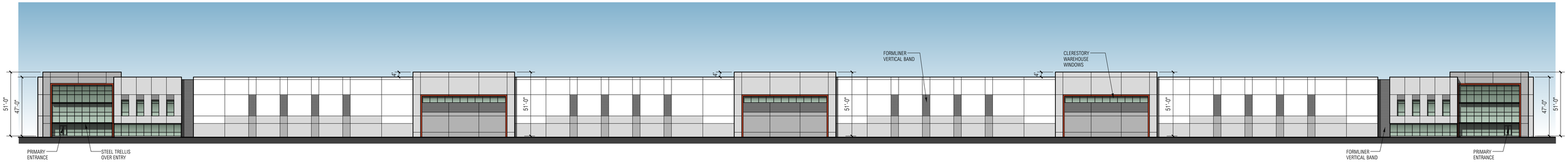
FONTANA, CA

SCHEMATIC SITE PLAN

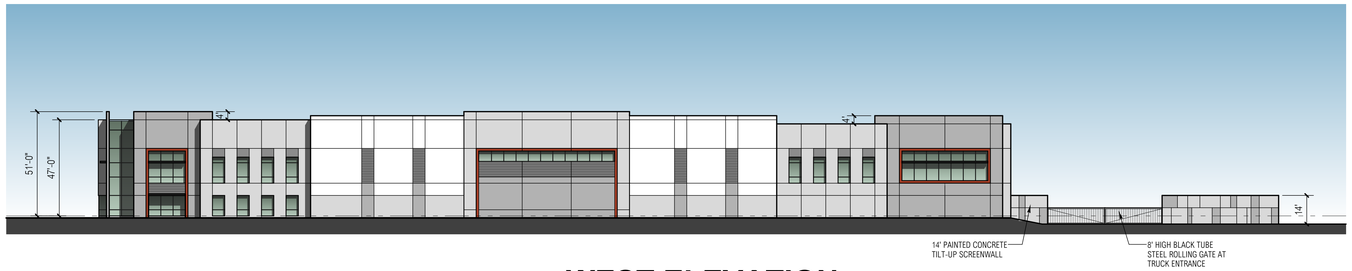
MARK	DATE	DESCRIPTION
	9/21/23	PC HEARING SET
	9/2/22	2ND PLANNING SUBMITTAL
	5/20/22	PLANNING SUBMITTAL

RGA PROJECT NO:	22016.00
CAD FILE NAME:	22016-00-A1-01
DRAWN BY:	CS
CHK'D BY:	CS
COPYRIGHT: RGA, OFFICE OF ARCHITECTURAL DESIGN	
SHEET TITLE	

A1-1P



NORTH ELEVATION



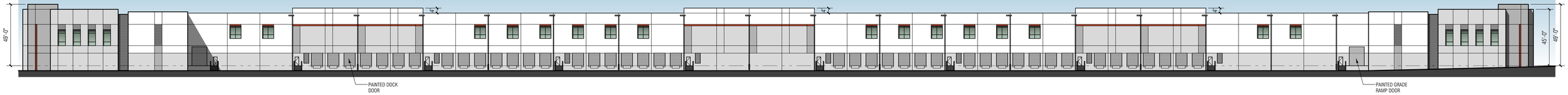
WEST ELEVATION

NOTES:

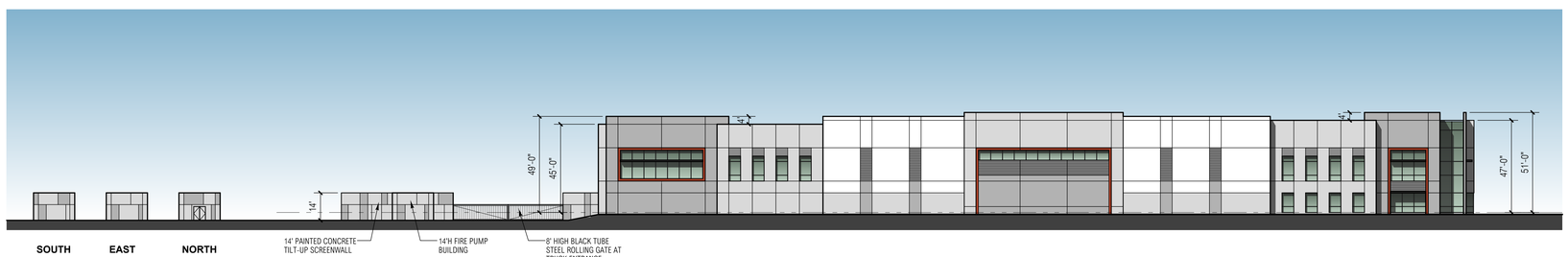
1. ALL ROOFTOP MECH. EQUIPMENT SHALL BE SCREENED FROM VIEW.

FINISH LEGEND

	P-1	SHERWIN WILLIAMS SW 7005 - PURE WHITE
	P-2	SHERWIN WILLIAMS SW 7072 - ONLINE
	P-3	SHERWIN WILLIAMS SW 7073 - NETWORK GRAY
	P-4	SHERWIN WILLIAMS SW 7005 - SOFTWARE
	P-5	CLARION RED PANTONE 7626C
	GL-1	SOLARBAN 60 (2) SOLARGRAY + CLEAR INSULATED



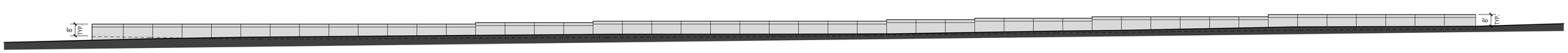
SOUTH ELEVATION



SOUTH EAST NORTH

FIRE PUMP ELEVATIONS

EAST ELEVATION



SOUTH RETAINING WALL / SCREENWALL ELEVATION

SCALE: 1" = 30'-0" 0' 10' 20' 50' 100'

RGA
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15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

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Senior Vice President – Southern California
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El Segundo, CA 90245
Office: +1 310 536 7900
Cell: +1 562 484 8761
scottirwin@seefriedproperties.com

POPLAR SOUTH DISTRIBUTION CENTER

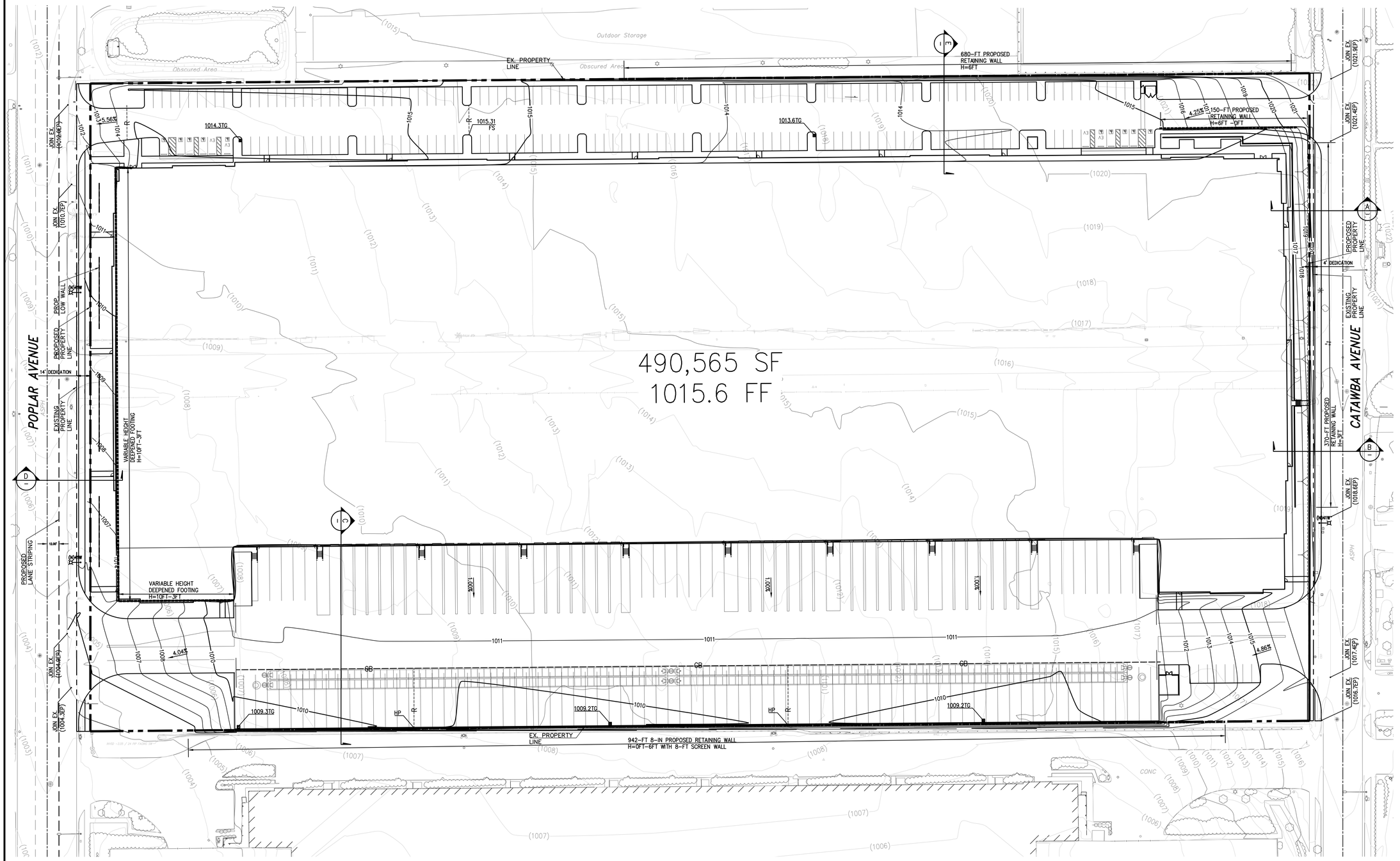
FONTANA, CA

SCHEMATIC ELEVATIONS

MARK	DATE	DESCRIPTION
	9/21/23	PC HEARING SET
	9/5/23	4TH PLANNING SUBMITTAL
	11/16/22	3RD PLANNING SUBMITTAL
	9/2/22	2ND PLANNING SUBMITTAL
	5/20/22	PLANNING SUBMITTAL

RGA PROJECT NO:	22016.00
CAD FILE NAME:	22016-00-A3-1
DRAWN BY:	CS
CHK'D BY:	CS
COPYRIGHT: RGA, OFFICE OF ARCHITECTURAL DESIGN	
SHEET TITLE	

A3-1P



RAW EARTHWORK

	CUT (CY)	FILL (CY)
RAW	45,492	39,749
OVEREXCAVATION	–	–
SHRINKAGE (0% OF FILL)	–	–
DETENTION SYSTEM	3,000	–
TOTAL	48,492	39,749
EXPORT	0	8,743

EARTHWORK NOTES:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THEIR OWN EARTHWORK NUMBERS FOR PRICING/CONTRACT PURPOSES.
- EARTHWORK VALUES DO NOT ACCOUNT FOR POTENTIAL SCARIFYING AND REMOVALS OF EXISTING ON-SITE IMPROVEMENTS/ORGANIC MATERIALS.
- EARTHWORK VALUES DO NOT ACCOUNT FOR ADDITIONAL CUT FROM UTILITY TRENCHING.
- EARTHWORK VALUES DO NOT ACCOUNT FOR ADDITIONAL CUT FROM RETAINING WALL FOOTINGS OR DEEPENED BUILDING FOOTINGS.
- AN 7-INCH THICK PAVEMENT SECTION THICKNESS THROUGHOUT THE SITE WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.
- AN 7-INCH THICK BUILDING PAD THICKNESS WAS ASSUMED FOR THE EARTHWORK CALCULATIONS.

N

40' 20' 0' 40' 80'

GRAPHIC SCALE: 1 INCH = 40 FT

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860

NOT FOR CONSTRUCTION

NO.:	REVISION:	DATE:

PROJECT:
POPLAR SOUTH DISTRIBUTION CENTER
CATAWBA AVE & ROSE AVE
FONTANA, CALIFORNIA

DRAWING NAME:
CONCEPTUAL GRADING PLAN

ISSUE:	CONCEPTUAL
DATE:	11/26/2022
CHECKED: BA	DRAWN: JL
DRAWING FILE: CG	
PROJECT NO.: 22-305	
SHEET NUMBER: 1	
OF 2	SHEETS
SCALE: 40	

FILENAME: M:\2022\22-305 Seinfeld Fontana Rosh\CONCEPT\22-305CG.dwg, LAST SAVED ON: Nov 26 2022 2:56pm PLOTTED BY: JESSE, ON: Nov 26 2022 4:18pm, CFG:

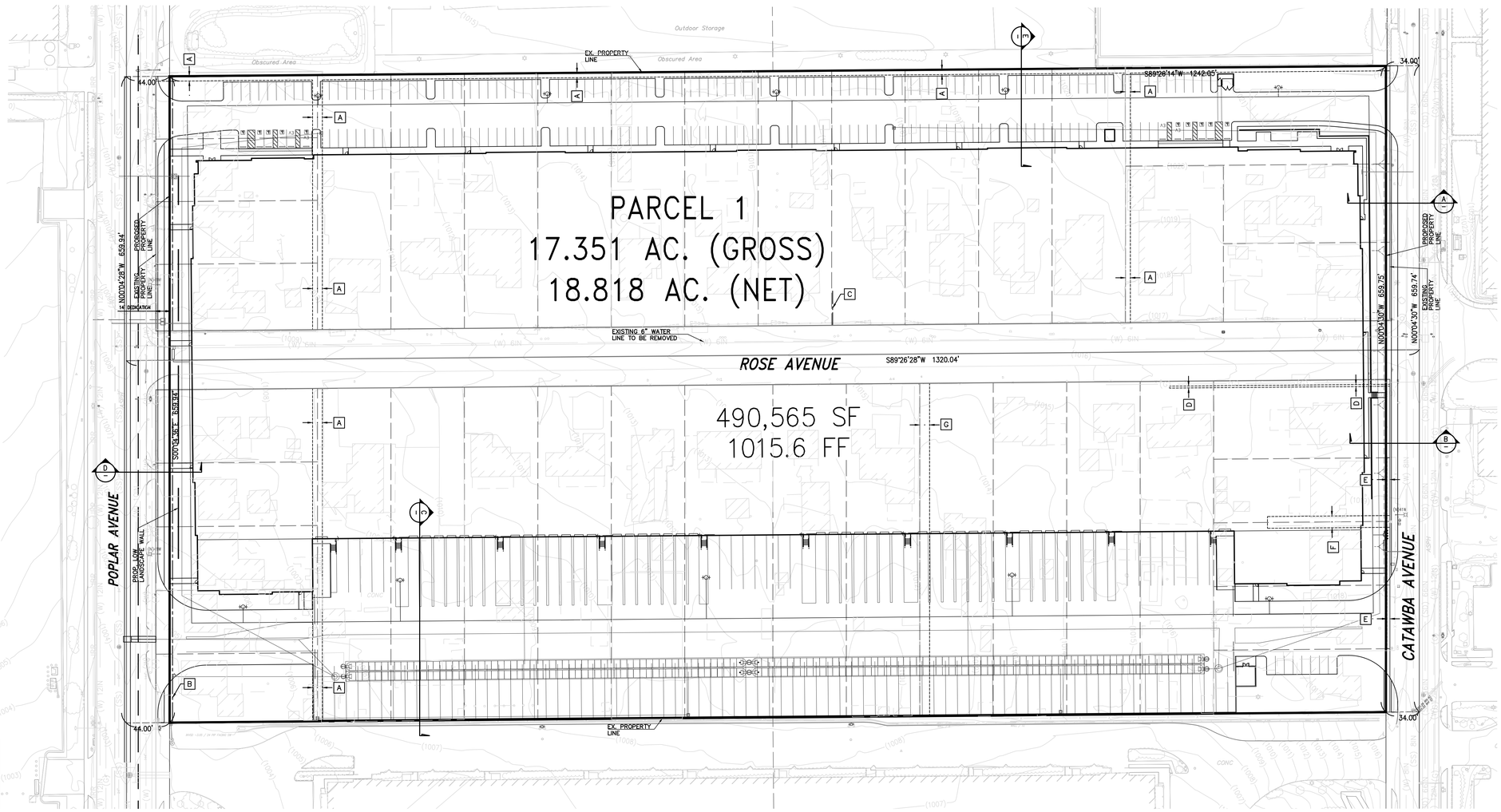
TENTATIVE PARCEL MAP NO. 20638

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

BEING A MERGER OF LOTS 1 THROUGH 30 AND LOT 863 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER MAPS RECORDED IN BOOK 11, PAGE 12 AND BOOK 43, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

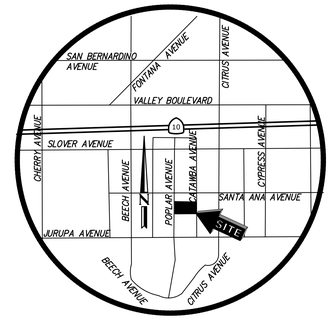
NOTES:

DATE OF PREPARATION: 8-7-2022
GROSS ACREAGE: 17.351
NET ACREAGE: 18.818
ALL EXISTING BUILDING SHOWN HEREON WILL BE REMOVED
ALL UTILITY BOXES AND STRUCTURES TO BE CONSTRUCTED UNDERGROUND



APNs:

0237-171-01
0237-171-02
0237-171-03
0237-171-04
0237-171-05
0237-171-06
0237-171-07
0237-171-08
0237-171-09
0237-171-10
0237-171-11
0237-171-12
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0237-172-12
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0237-172-22
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0237-172-26
0237-172-27
0237-172-28
0237-172-30
0237-172-31
0237-172-32
0237-172-33



VICINITY MAP
NTS

LEGEND:

ASPH	ASPHALT
CONC	CONCRETE
PL	PROPERTY LINE
TELE	TELEPHONE
UPM	UTILITY PAINT MARK
WM	WATER METER

PROPERTY LINE
CENTER LINE
RIGHT-OF-WAY LINE
UNDERLYING LOT LINE
EASEMENT
FENCE
OVERHEAD LINES
BLOCK WALL
BUILDING FOOTPRINT

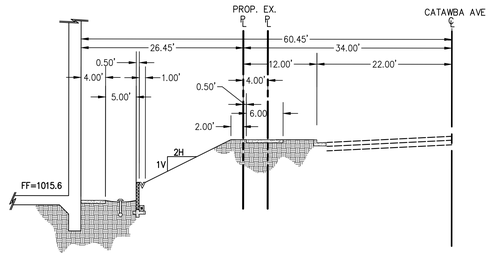
SYMBOL LEGEND

FIRE HYDRANT
GATE
GUY ANCHOR
LIGHT POLE
PALM TREE
POWER POLE
SIGN

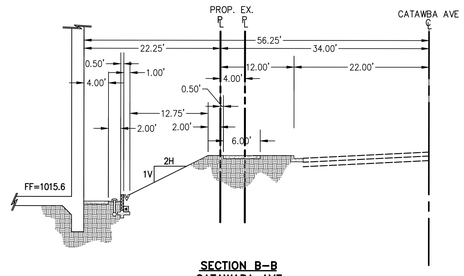
MANHOLES
SEWER
STORM DRAIN
UNKNOWN UTILITY

VALVES
GAS
WATER

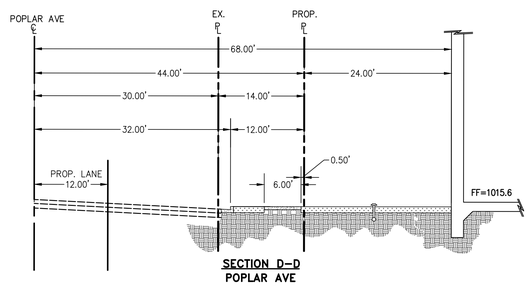
STREET SECTIONS:



SECTION A-A
CATAWBA AVE
1"=10'



SECTION B-B
CATAWBA AVE
1"=10'



SECTION D-D
POPLAR AVE
1"=10'

UTILITY PROVIDERS:

WATER
FONTANA WATER COMPANY
15966 ARROW ROUTE
FONTANA, CA 92335
PHONE: (909) 201-7349
CONTACT: PAUL GARAVITO

TELEPHONE
AT&T
3073 ADAMS STREET
RIVERSIDE, CA 92506
PHONE: (951) 359-2629
CONTACT: MARC POOLE

CABLE
CHARTER COMMUNICATIONS
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
PHONE: (951) 406-1632
CONTACT: JESSE DICKASON

GAS
SOUTHERN CALIFORNIA GAS COMPANY
16231 VALLEY BLVD
FONTANA, CA 92335
PHONE: (909) 335-3968
CONTACT: STEVE WHITTEN

ELECTRIC
SOUTHERN CALIFORNIA EDISON
800 WEST CIENAGA AVENUE
SAN DIMAS, CA 91773
PHONE: (909) 592-3765
CONTACT: ANTOINE WILLIAMS

SEWER
CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335
PHONE: (909) 350-6552
CONTACT: GRACIELA MARTINEZ

OWNER/APPLICANT:

SEEFRIED INDUSTRIAL PROPERTIES, INC.
2301 ROSECRANS AVENUE, SUITE 3165
EL SEGUNDO, CA 90245
PHONE: 310-536-7900

ARCHITECT:

RGA
15231 ALTON PARKWAY, SUITE 100
IRVINE, CA 92618
PHONE: 949-341-0920
FAX: 949-341-0922

ARCHITECT:

RGA
15231 ALTON PARKWAY, SUITE 100
IRVINE, CA 92618
PHONE: 949-341-0920
FAX: 949-341-0922

ENGINEER:

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860 Phone
(714) 685-6801 Fax

ENGINEER OF RECORD:

PREPARED UNDER THE DIRECTION OF:

BRIAN E. ANDERSON
P.E. 68504

DATE: 08/11/2022

REGISTERED PROFESSIONAL ENGINEER
BRIAN E. ANDERSON
C 68504
EXP. 9/30/2023
CIVIL
STATE OF CALIFORNIA

FILENAME: M:\2022\22-305 Seefried Fontana Rose\TPM\22-305_TPM.dwg, LAST SAVED ON: Nov 26 2022 4:45pm PLOTTED BY: JESSE, ON: Nov 26 2022 4:52pm, CFC:

NOTICE OF DETERMINATION

TO: _X_ County Clerk, County of San Bernardino

_X_ Office of Planning and Research

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

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

Project Title: Master Case No. 22-079: General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Agreement (AGR) No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review (DRP) No. 22-040.

State Clearinghouse Number: 2022090611

Name of Person or Agency carrying out project: Seefried Industrial Properties, INC, 2321 Rosecrans Ave, Suite No. 2220 El Segundo, CA 90245.

Project Location: The project site includes property located to the east side of Poplar Avenue, west of Catawba Avenue and on properties along Rose Avenue (APNs) 0237-171-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -13, -14, -15, -6, -17, -18, -19, and 0237-172-01, -02, -03, -04, -05, -06, -07, -08, -09, -10, -11, -12, -19, -22, -23, -26, -27, -28, -30, -31, -32, and 33.

Project Description: Master Case No. 22-079: General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Development Agreement (AGR) No. 22-003, Tentative Parcel Map (TPM No. 20638) No. 22-016, Design Review (DRP) No. 22-040, and Final Environmental Impact Report for the development of an industrial commerce building totaling approximately 490,565 square feet within a project site comprised of approximately 18.8 acres.

This is to certify that the City of Fontana approved the above described project on November 14, 2023 and made the following determinations:

1. The project __X__ will ___ will not have a significant effect on the environment.
2. An Environmental Impact Report (EIR) was prepared and fully analyzed the effects of the project. The EIR thoroughly analyzed and discussed all potential environmental impacts.
3. Mitigation measures X were ____ were not made a condition of the approval of the project.
4. A Statement of Overriding Considerations X was __ was not adopted for this project.
5. Findings X were ___ were not made pursuant to the provisions of CEQA.
6. The location and custodian of the documents which comprise the record of proceedings for the Addenda are specified as follows:

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

_____
DiTanyon Johnson
Principal Planner

Date Received for Filing

ATTACHMENT NO. 8

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

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

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

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

Master Case (MCN) No. 22-079, General Plan Amendment (GPA) No. 22-007, Specific Plan Amendment (SPA) No. 22-003, Tentative Parcel Map (TPM) No. 22-016, Development Agreement (AGR) No. 22-003 and Design Review (DRP) No. 22- 040: Request for development of an approximately 18.8-acre property with an industrial commerce center building of approximately 490,565 square feet, consolidation of 41 parcels into 1 parcel, amendment of the General Plan land use designation from Residential Trucking (RT) to General Industrial (I-G), and revision of the Southwest Industrial Park Specific Plan from Residential Trucking District (RTD) to Slover East Industrial District (SED). The industrial commerce center project also includes a screened dock area along the south side of the building, vehicular parking areas, drive aisles, and landscaping. The applicant has also prepared a development agreement.

Environmental Determination: This project has been determined to have a potentially significant effect on the environment and a Draft Environmental Impact Report (EIR) (SCH No. 2022090611) has been prepared pursuant to Sections 15080 and 15097 of the California Environmental Quality Act (CEQA).

Location of Property: The Project Site is located to the north and south sides of Rose Avenue between Poplar Avenue and Catawba Avenue

Date of Hearing: October 17, 2023

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

Time of Hearing: 6:00 P.M.



FONTANA
CALIFORNIA

The City of Fontana (City) has prepared an Environmental Impact Report (EIR) for the proposed project. The Draft and Final EIR are available for review at City Hall (8353 Sierra Avenue Fontana, CA 92335) and online at https://www.fontanaca.gov/2137/Environmental-Documents. Should you have any questions concerning this project, please contact Alejandro Rico, Associate Planner at (909) 350-6558 or arico@fontanaca.gov.

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

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

Publish: October 6, 2023