

ACTION REPORT
June 22, 2021

FROM: Department of Community Development

SUBJECT: Master Case No. 20-096; Specific Plan Amendment No. 20-005; Development Agreement Amendment No. 20-003; Tentative Tract Map No. 20-009, and 20-010; Tentative Parcel Map No. 20-024; Design Review No.'s 20-035, 20-036, 20-037 and 20-038- The project is a proposed specific plan amendment to allow for a density transfer from within the Gardens Village Planning Area and the introduction of two (2) new housing products to the Arboretum Specific Plan. The Tentative Tract maps are comprised of five (5) parcels, (APN's) 029-131-14, -18, -19, -45, and -54. That will be subdivided to create lots for the development of residential units; and the Design Reviews are site and architectural review requests of 278 residential units and an approximate 6,610 square foot Fitness Center/Clubhouse and Community Park.

RECOMMENDATION:

1. Adopt **Resolution No. 2021- _____**, a Resolution of the City Council of the City of Fontana, California, determining that the project has been reviewed under a previous Final Environmental Impact Report (State Clearing House No. (2006071109), pursuant to Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file the Notice of Determination, approving Specific Plan Amendment No. 20-005, approving Tentative Tract Map No. 's 20-009 and 20-010 and Tentative Parcel Map No. 20-204, and approve Design Review No's 20-035, 20-036, 20-037 and 20-038 for 278 residential units and an approximate 6,610 square foot Fitness Center, Clubhouse and Community Park subject to the findings and conditions of approval; and
2. Read by title only, and waive further reading of and introduce **Ordinance No. _____**, an Ordinance of the City Council of the City of Fontana, approving an amendment to Arboretum Specific Plan, the Gardens Village Planning Area, a request to introduce two new product types in Planning Area G5, G6, and G7, and to and to modify the density of 7.7 dwelling units per acre to 8.2 dwelling units per acre, within the Gardens Village Planning Area of the Arboretum Specific Plan and that the reading of the title constitutes the first reading thereof; and
3. Read by title only and waive further reading of and Introduce **Ordinance No. _____**, an Ordinance of the City Council of the City of Fontana approving Development Agreement Amendment No. 20-003, between the City of Fontana a California Municipal Corporation and North Fontana Development Company LLC,

which updates changes to the circulation fees and development impact fees for Arboretum Specific Plan, and that the reading of the title constitutes the first reading thereof.

COUNCIL GOALS:

- * To promote economic development by concentrating on job creation.
- * To promote economic development by being business friendly at all levels of operation.

DISCUSSION:

Background

The Planning Commission held a duly noticed public hearing on May 4, 2021. The Planning Commission's staff report and minutes of the meeting are included as Attachment No. 3. After opening the public hearing on this item, the Planning Commission received a project report from staff. After Planning Commission discussion and discussion and questions of the applicant, the Planning Commission closed the public hearing. The Planning Commission voted (5-0) to forward a recommendation to the City Council to approve the project as stated in the staff report.

Discussion

General Information:

The applicant, Stacey Sassaman, on behalf of SC Fontana Development, is requesting that the City Council approve an amendment to the Arboretum Specific Plan to allow 278 attached and detached residential units within a gated, private community, on approximately 25.5 adjusted gross acres. The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan. The project includes a Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038.

Specific Plan Amendment (SPA 20-005):

The proposed Arboretum Specific Plan Amendment (SPA No. 20-005) is a request to introduce two new product types to the Gardens Village Planning Areas (PA G-5, PA G-6 and PA G-7) and a density transfer within the Gardens Village Planning Area. Currently, the existing Land Use Plan for the Gardens Village Planning Area allows for 906 dwelling units (DU) per acre (AC) with an average density of 7.7 dwelling units (DU) per acre (AC). The proposed land use plan will allow for 930 DU/AC with an average density of 8.2 DU/AC. Overall, the Gardens Village Planning Area (139 Acres) existing land use plan consists of 289 single-family units, 306 detached condos and 311 attached condos. The proposed land use plan will

provide 389 single-family units, 443 detached condos and 98 attached condos.

Technical changes to the Specific Plan are outlined in Attachment No. 4 (Specific Plan Summary Sheet).

Development Agreement Amendment No. 20-003:

A development agreement was approved for the Arboretum Specific Plan in 2009 and was amended in 2016. Development agreements are discretionary actions allowed by State law with several basic functions. This agreement vests the right of the applicant to develop the property per the Arboretum Specific Plan and limits the City's ability to amend the Specific Plan without consent of the applicant. This development agreement was updated to re-evaluate and reflect changes to the circulation fees for this project area, as well as other development impact fees.

Tentative Tract Maps and Tentative Parcel Map No. 21-001 (TPM 20084):

Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54 that will be subdivided to create lots for the development of residential units.

Design Review (DRP No. 20-035, 20-036, 20-037 and 20-038):

This project, as proposed, is a request for the site and architectural design for the proposed 278 single family attached and detached single-family units and attached condominiums within Planning Areas G5, G6, and G7. Single-Detached homes in Planning Area G5 range in size between 1,651-1,970 square feet. Attached condominium homes will range in size between 1,448 square feet and 1,649 square feet and attached single-family homes will range in size between 2,213 square feet and 2,442 square feet. This project meets or exceeds the criteria contained in the Design Review section of the Zoning and Development Code and the requirements of the Arboretum Specific Plan. Additionally, the proposed design is contemporary and true to style with the existing surrounding homes, resulting in high quality project desirable for the immediate community. The Design Review also includes site and architectural review of an approximate 3.6 adjusted gross acres of a Community Park, which includes the development of the 6,610 square foot clubhouse to be located within the Community Park. This clubhouse includes amenities such as a fitness center, a cybercafé and business center and two clubrooms with rentable space for gatherings. There is also an approximate 803 square foot space for outdoor activities. Additionally, the Community Park will include a pool and spa, tot lot area, hard courts, and a dog park.

Architecture:

The homes include diverse architectural styles as well as color and materials complementary to each design. The applicant is proposing contemporary

architecture styles (Spanish Colonial, Italianate, California Craftsman, Santa Barbara and American Farmhouse). The homes will not exceed the maximum height of 35 feet. The proposed homes are approximately 24' to 25' in height. The maximum lot coverage, required setbacks, and all applicable development standards specified in the Arboretum Specific Plan are met. The project has high quality architectural design and will be an appropriate and desirable development for the community. Each home has a contemporary architectural theme using mainly light earth tone warm colors and contrasting accent colors. Architectural relief utilized for the proposed homes consists of stone veneer, board and batten siding, wrought iron, decorative window treatments, varied roof lines, architectural pop-outs, and other features appropriate to each architectural theme. The use of a variety of colors and decorative shutters, recessed grilles, and pot-shelves will further add architectural diversity to each plan.

Under Separate Cover:

1. 11 x 17 Copy of the site plan, maps, and elevations
2. Arboretum Specific Plan on Flash Drive

FISCAL IMPACT:

None.

MOTION:

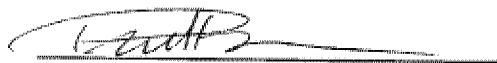
Approve staff recommendation.

SUBMITTED BY:



Phil Burum
Deputy City Manager

REVIEWED BY:



Phil Burum
Deputy City Manager

APPROVED BY:



Mark Denny
City Manager

ATTACHMENTS:

Description:	Type:
Attachment No. 1 - Vicinity Map	Backup Material
Attachment No. 2 - Site Plan	Backup Material
Attachment No. 3 - Planning Commission Staff Report dated May 4, 2021 and PC Minutes	Backup Material
Attachment No. 4 - Specific Plan Amendment Summary	Backup Material

Regular City Council Meeting - June 22, 2021

Attachment No. 5 - City Council Resolution and Conditions of Approval	Backup Material
Attachment No. 6 - City Council Specific Plan Amendment Ordinance	Backup Material
Attachment No. 7 - City Council Development Agreement Ordinance and Development Agreement	Backup Material
Attachment No. 8 - Notice of Determination	Backup Material

ITEM: PH-C

CITY OF FONTANA CITY COUNCIL



NORTH

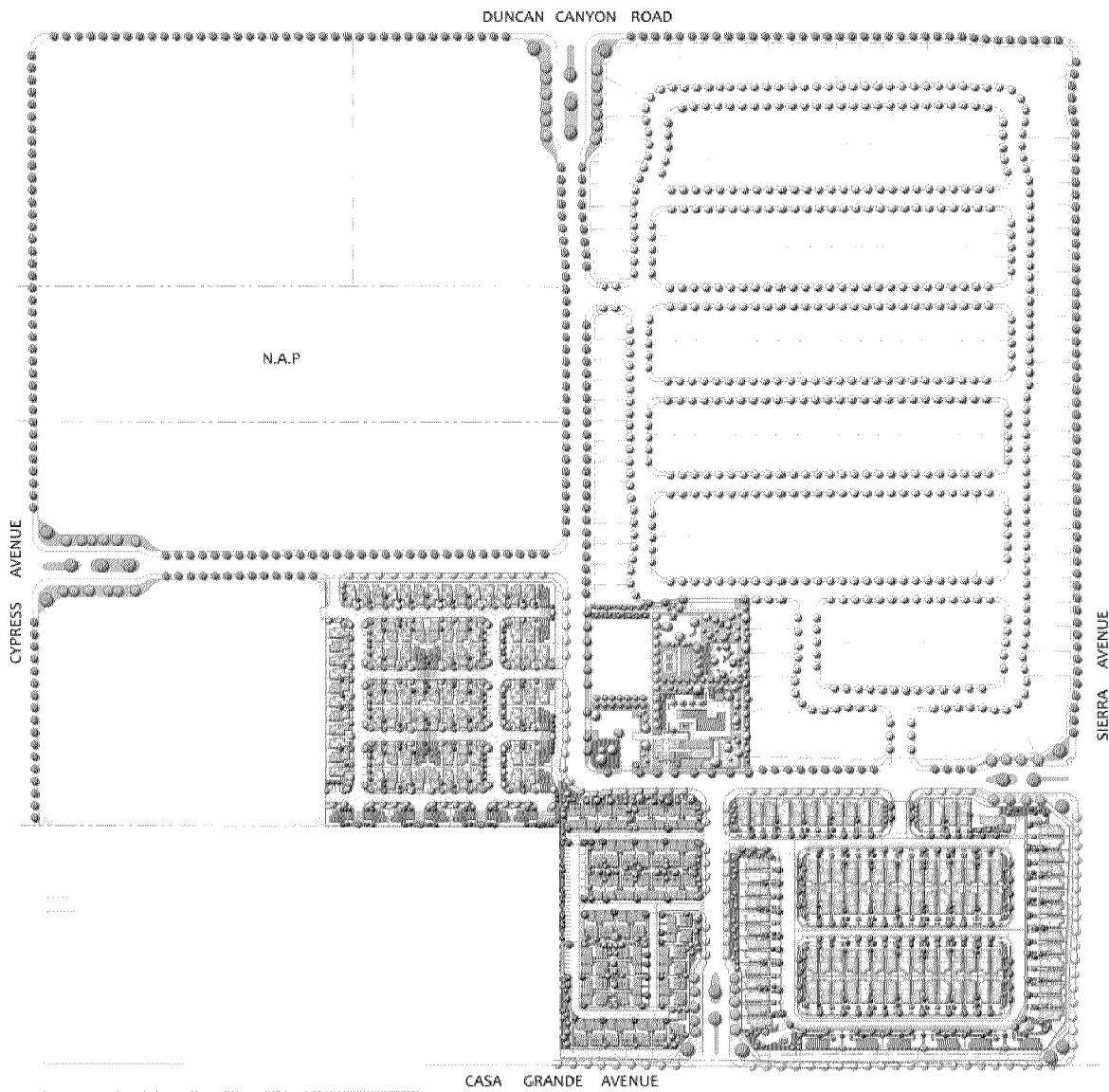


VICINITY MAP

DATE: June 22, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA CITY COUNCIL



NORTH

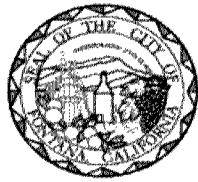


SITE PLAN

DATE: June 22, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

City of Fontana



Report to the Planning Commission

PLACEMENT: Public Hearing

APPLICATION: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement Amendment No. 20-003
Tentative Tract Map No. 20-009 and 20-010
Tentative Parcel Map No. 20-024
Design Review No's. 20-035, 20-036, 20-037 and 20-038

DATE: May 4, 2021

APPLICANT: Stacey Sassaman
North Fontana Investment Company, LLC
1156 N. Mountain Avenue
Upland, CA 91786

LOCATION: The proposed project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan. (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

REQUEST: The applicant is requesting the Planning Commission review and approve the following:

The project is a proposed specific plan amendment to allow for a density transfer from within the Gardens Village Planning Area and the introduction of two (2) new housing products to the Arboretum Specific Plan. Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54 that will be subdivided to create lots for the development of residential units. Design Review No.'s 20-035, 20-036, 20-037 and 20-038, are site and architectural review requests of 278 residential units and an approximate 6,610 square foot Fitness Center/Clubhouse and Community Park.

**PROJECT
PLANNER:** Dawn Rowe, Senior Planner

I. BACKGROUND INFORMATION:

A. Existing Land Use Designation:

	General Plan	Zoning	Existing Land Use
Project Site:	Medium-Density Residential (R-MF)	Arboretum Specific Plan	Vacant
North:	Medium-Density Residential (R-MF)	Arboretum Specific Plan	Vacant
South:	Residential Planned Community (R-PC)	Residential Planned Community (R-PC)	Residential
East:	Medium-Density Residential (R-MF)	Arboretum Specific Plan	Vacant
West:	Residential Planned Community (R-PC)	Citrus Heights North Specific Plan	Residential

B. Environmental Review Finding:

Pursuant to the Initial Study (IS) prepared for the Arboretum Specific Plan, a Final EIR (SCH No. 2006071109) was prepared for the project and was certified by the City Council on September 23, 2009. Based on CEQA Guidelines, Sections 15162 through 15164 et seq, and Section 8.10 of the City of Fontana's 2019 local CEQA Guidelines, staff has determined that the previously certified Final EIR has adequately identified the impacts associated with Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map 20-024, Design Review No.'s 20-035, No. 20-036, No. 20-037, and 20-038, and no previously reviewed impact areas have changed; a Notice of Determination is determined to be adequate for this project and has been prepared for the Planning Commission's consideration.

A. Previous Approvals/Special Circumstances:

On September 23, 2009, the City Council approved the first reading of the Arboretum Specific Plan (SPL No. 04-006 and Ordinance No. 1607). On September 23, 2009, the City Council also adopted the Arboretum SP EIR (Resolution 2009-089) and a General Plan Amendment (GPA No. 06-006/Resolution No. 209-90) to establish the Arboretum SP. On October 14, 2009, the City Council conducted the second reading and adopted the Development Agreement Ordinance (Ordinance No. 1608/DA No. 09-001), The Zone Change Ordinance (Ordinance No. 1606/ZC No. 07-005), and the Arboretum Specific Plan Ordinance (Ordinance No. 1607/SP No. 04-006). On November 3, 2009, the Planning Commission approved Tentative Tract Map No. 18673 a financing map that changed 44 lots into 11 lots for the Arboretum Specific plan.

On November 8, 2016, the City Council approved a specific plan amendment to change the existing land use designation from R-MF (Residential Multi-Family) - 8.1 to 16.0 dwelling units per acre to R-MF (Residential Multi-Family) – 3.0 to 8.0 dwelling units per acre. General Plan

Staff Report

May 4, 2021

MCN 20-096; SPA 20-005;
AGR 20-003; TPM 20-024;
TTM 20-009; TTM 20-010;
DRP 20-035; DRP 20-036;
DRP 20-037; DRP 20-038

Page 2 of 6

Amendment No. 15-003 is a request to change the circulation element from Modified Highway to Secondary Highway within the specific plan. Agreement No. 16-004 a request to modify the existing development agreement. Tentative Tract Map No. 19960, 19961, 19962 a request to subdivide approximately 102 net acres into 585 single-family lots and Administrative Site Plan No. 15-037 is for site and architectural review for the Meadows Parks.

II. **PROJECT DESCRIPTION:**

A. Building/Unit Analysis:

Plan Type	Architectural Style	Plan	Sq. Ft.	No. of Beds	No. of Bath	No. Garage Spaces
Single-Family Detached (Moreton-PA G5)	Santa Barbara Farmhouse Provence	1	1,651	3	2.5	2
		2	1,761	3 (loft with optional 4 th bedroom)	2.5	2
		3	1,868	4	2.5	2
		4	1,970	4	3	2
Attached Tri-plex Condos (Bungalow-PA G6)	Spanish Colonial American Farmhouse Santa Barbara	1	1,448	3	2	2
		2	1,538	4	3	2
		3	1,649	3 (with an optional 4 th bedroom)	2.5 or 3	2
Single-Family Attached (Licensed PA G7)	Italianate American Traditional California Craftsman	1	2,213	3 (with an optional 4 th bedroom)	2.5	2
		2	2,358	3 (with an optional 4 th bedroom)	2.5	2
		3	2,442	3 (with an optional 4 th bedroom)	2.5	2

III. ANALYSIS:

General Information:

The applicant, Stacey Sassaman, on behalf of SC Fontana Development, is requesting that the Planning Commission recommend approval to the City Council for an amendment to the Arboretum Specific Plan to allow 278 attached and detached residential units within a gated, private community, on approximately 25.5 adjusted gross acres. The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan. The project includes a Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038.

Specific Plan Amendment (SPA 20-005):

The proposed Arboretum Specific Plan Amendment (SPA No. 20-005) is a request to introduce two new product types to the Gardens Village Planning Areas (PA G-5, PA G-6 and PA G-8) and a density transfer within the Gardens Village Planning Area. Currently, the existing Land Use Plan for the Gardens Village Planning Area allows for 906 dwelling units (DU) per acre (AC) with an average density of 7.7 dwelling units (DU) per acre (AC). The proposed land use plan will allow for 930 DU/AC with an average density of 8.2 DU/AC. Overall, the Gardens Village Planning Area (139 Acres) existing land use plan consists of 289 single-family units, 306 detached condos and 311 attached condos. The proposed land use plan will provide 389 single-family units, 443 detached condos and 98 attached condos.

Technical changes to the Specific Plan are outlined in Attachment No. 11 (Specific Plan Summary Sheet).

Development Agreement Amendment No. 20-003:

A development agreement was approved for the Arboretum Specific Plan in 2009 and was amended in 2016. Development agreements are discretionary actions allowed by State law with several basic functions. This agreement vests the right of the applicant to develop the property per the Arboretum Specific Plan and limits the City's ability to amend the Specific Plan without consent of the applicant. This development agreement was updated to re-evaluate and reflect changes to the circulation fees for this project area, as well as other development impact fees.

Tentative Parcel Map No. 21-001 (TPM 20084):

Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54 that will be subdivided to create lots for the development of residential units.

Design Review (DRP No. 20-035, 20-036, 20-037 and 20-038):

This project, as proposed, is a request for the Planning Commission to review and forward recommendation of approval for the site and architectural design for the proposed 278 single family attached and detached single-family units and attached condominiums within Planning Areas G5,

Staff Report

May 4, 2021

MCN 20-096; SPA 20-005;
AGR 20-003; TPM 20-024;
TTM 20-009; TTM 20-010;
DRP 20-035; DRP 20-036;
DRP 20-037; DRP 20-038

Page 4 of 6

G6, and G7. Single-Detached homes in Planning Area G5 range in size between 1,651-1,970 square feet. Attached condominium homes will range in size between 1,448 square feet and 1,649 square feet and attached single-family homes will range in size between 2,213 square feet and 2,442 square feet. This project meets or exceeds the criteria contained in the Design Review section of the Zoning and Development Code and the requirements of the Arboretum Specific Plan. Additionally, the proposed design is contemporary and true to style with the existing surrounding homes, resulting in high quality project desirable for the immediate community. The Design Review also includes site and architectural review of an approximate 3.6 adjusted gross acres of a Community Park, which includes the development of the 6,610 square foot clubhouse to be located within the Community Park. This clubhouse includes amenities such as a fitness center, a cybercafé and business center and two clubrooms with rentable space for gatherings. There is also an approximate 803 square foot space for outdoor activities. Additionally, the Community Park will include a pool and spa, tot lot area, hard courts, and a dog park.

Architecture:

The homes include diverse architectural styles as well as color and materials complementary to each design. The applicant is proposing contemporary architecture styles (Spanish Colonial, Italianate, California Craftsman, Santa Barbara and American Farmhouse). The homes will not exceed the maximum height of 35 feet. The proposed homes are approximately 24' to 25' in height. The maximum lot coverage, required setbacks, and all applicable development standards specified in the Arboretum Specific Plan are met. The project has high quality architectural design and will be an appropriate and desirable development for the community. Each home has a contemporary architectural theme using mainly light earth tone warm colors and contrasting accent colors. Architectural relief utilized for the proposed homes consists of stone veneer, board and batten siding, wrought iron, decorative window treatments, varied roof lines, architectural pop-outs, and other features appropriate to each architectural theme. The use of a variety of colors and decorative shutters, recessed grilles, and pot-shelves will further add architectural diversity to each plan.

IV. RECOMMENDATION:

Based on the information contained within this staff report, and subject to the attached findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution PC No. 2021- _____, and forward a recommendation to the City Council to:

1. Determine that the project has been reviewed under a previous Final Environmental Impact Report (State Clearing House No. (2006071109), pursuant to Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file the Notice of Determination; and,
2. Adopt an Ordinance approving Specific Plan Amendment No. 20-003; and,
3. Approve Development Agreement Amendment No. 20-003; and,

4. Approve Tentative Tract Map No.'s 20-009 and 20-010; and,
5. Approve Tentative Parcel Map No. 20-024; and,
6. Approve Design Review No.'s 20-035, 20-036, 20-037 and 20-038.

Reviewed and Approved by: Dawn Rowe
Dawn Rowe
Senior Planner

Attachments:

1. Vicinity Map
2. Site Plan
3. Tentative Tract Map No. 20-009
4. Tentative Tract Map No. 20-010
5. Tentative Parcel Map No. 20-024
6. Elevations DRP No. 20-035
7. Elevations DRP No. 20-036
8. Elevations DRP No. 20-037
9. Elevations DRP No. 20-038 (Recreation Facility)
10. Planning Commission Resolution and Conditions of Approval
11. Specific Plan Amendment Summary Sheet
12. Draft Development Agreement
13. Notice of Determination
14. Public Hearing Notice

Under Separate Cover:

1. Full size plans
2. 11"x17" plans

Staff Report
May 4, 2021
MCN 20-096; SPA 20-005;
AGR 20-003; TPM 20-024;
TTM 20-009; TTM 20-010;
DRP 20-035; DRP 20-036;
DRP 20-037; DRP 20-038

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ATTACHMENT NO. 4

PLANNING DIVISION

CITY OF FONTANA



NORTH



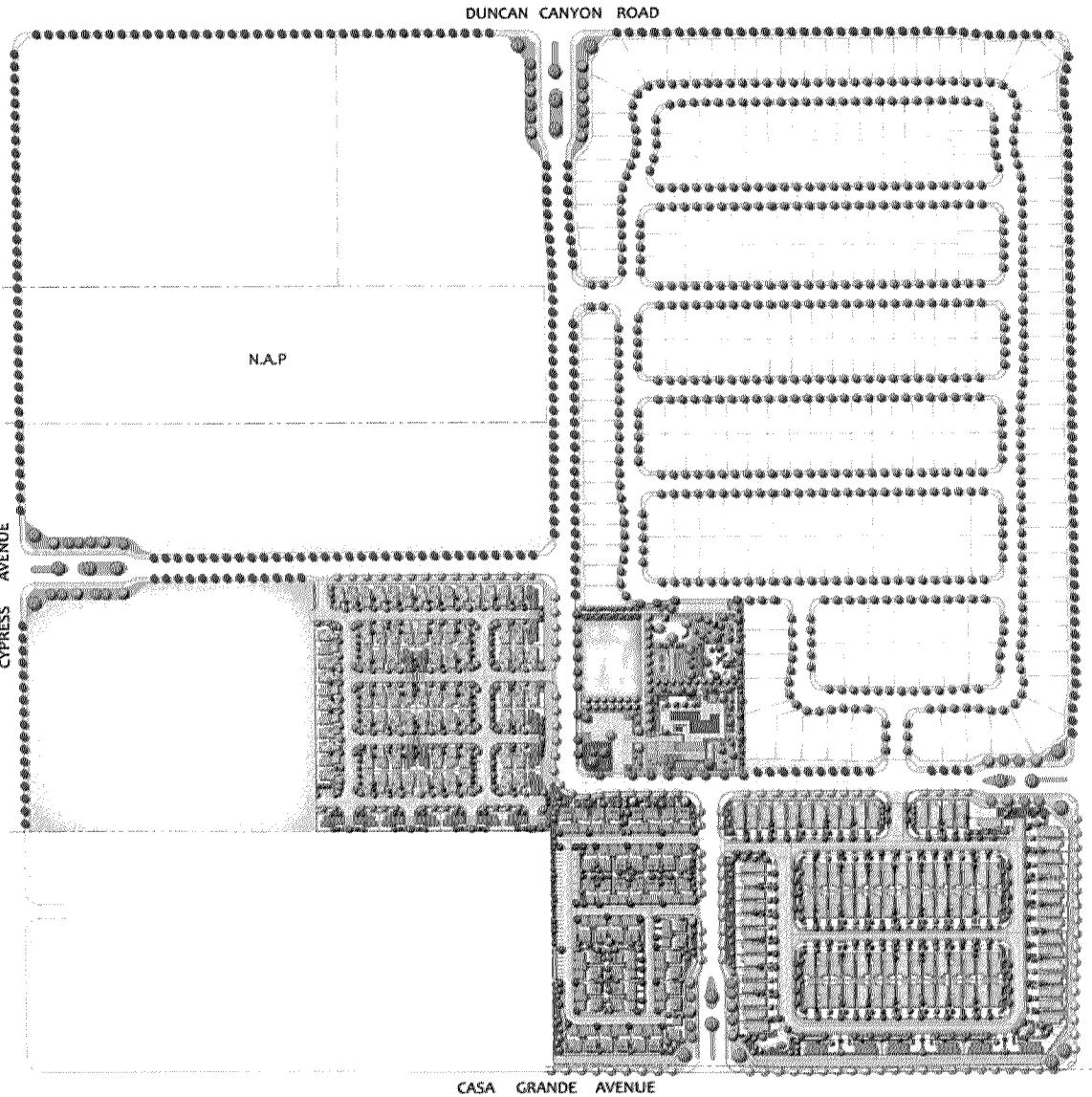
VICINITY MAP

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA

PLANNING DIVISION



NORTH

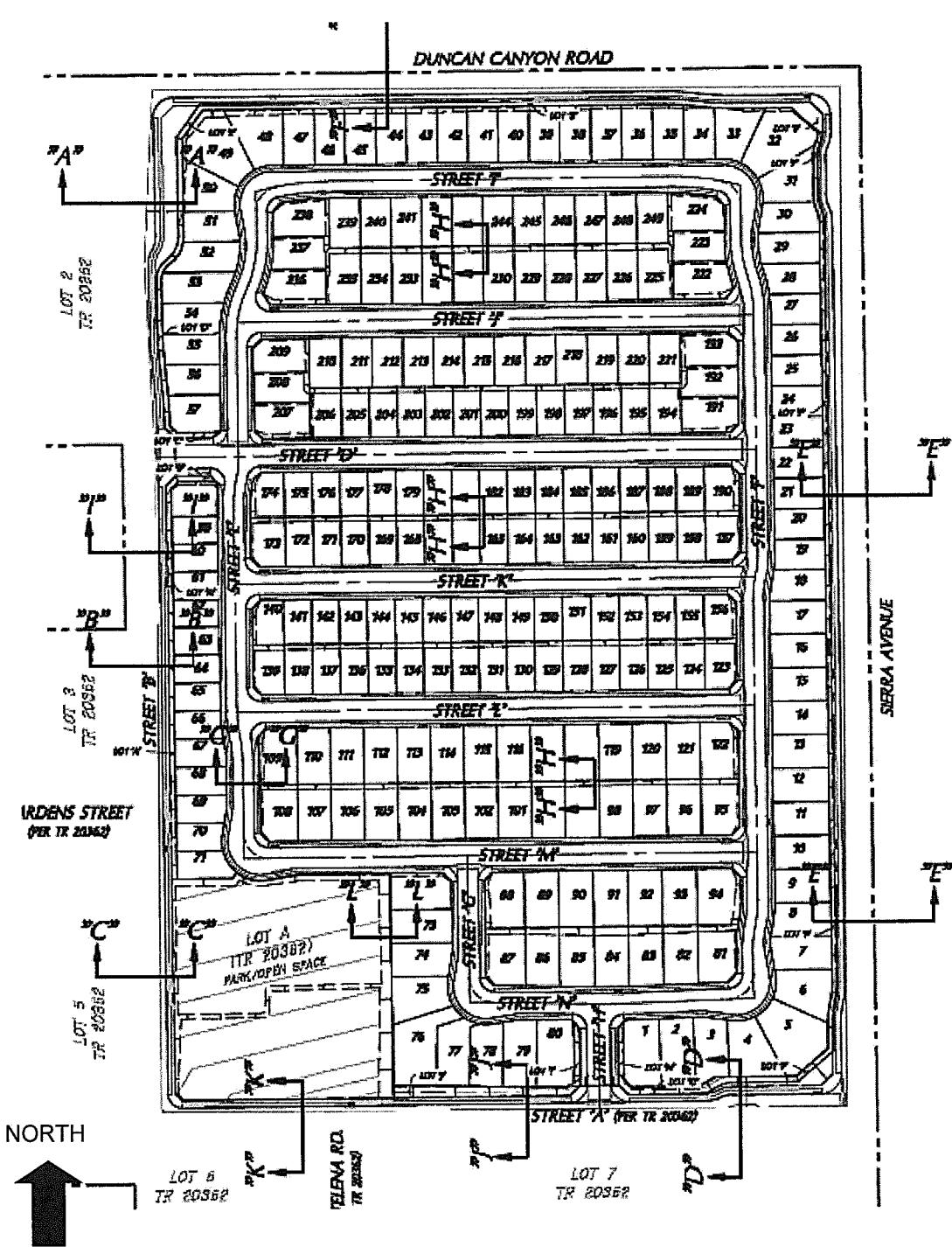


SITE PLAN

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA PLANNING DIVISION

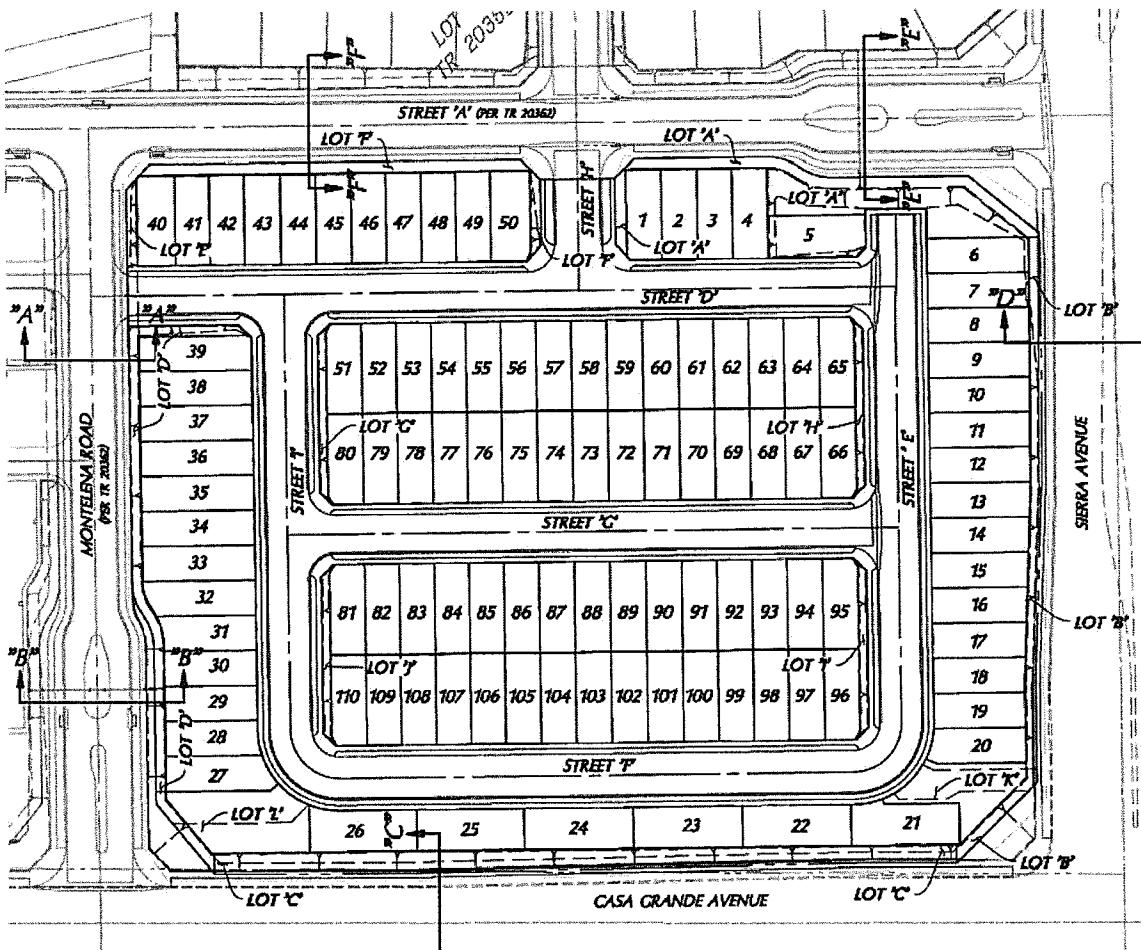


**TENTATIVE TRACT
MAP NO. 20-009**

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA PLANNING DIVISION



NORTH



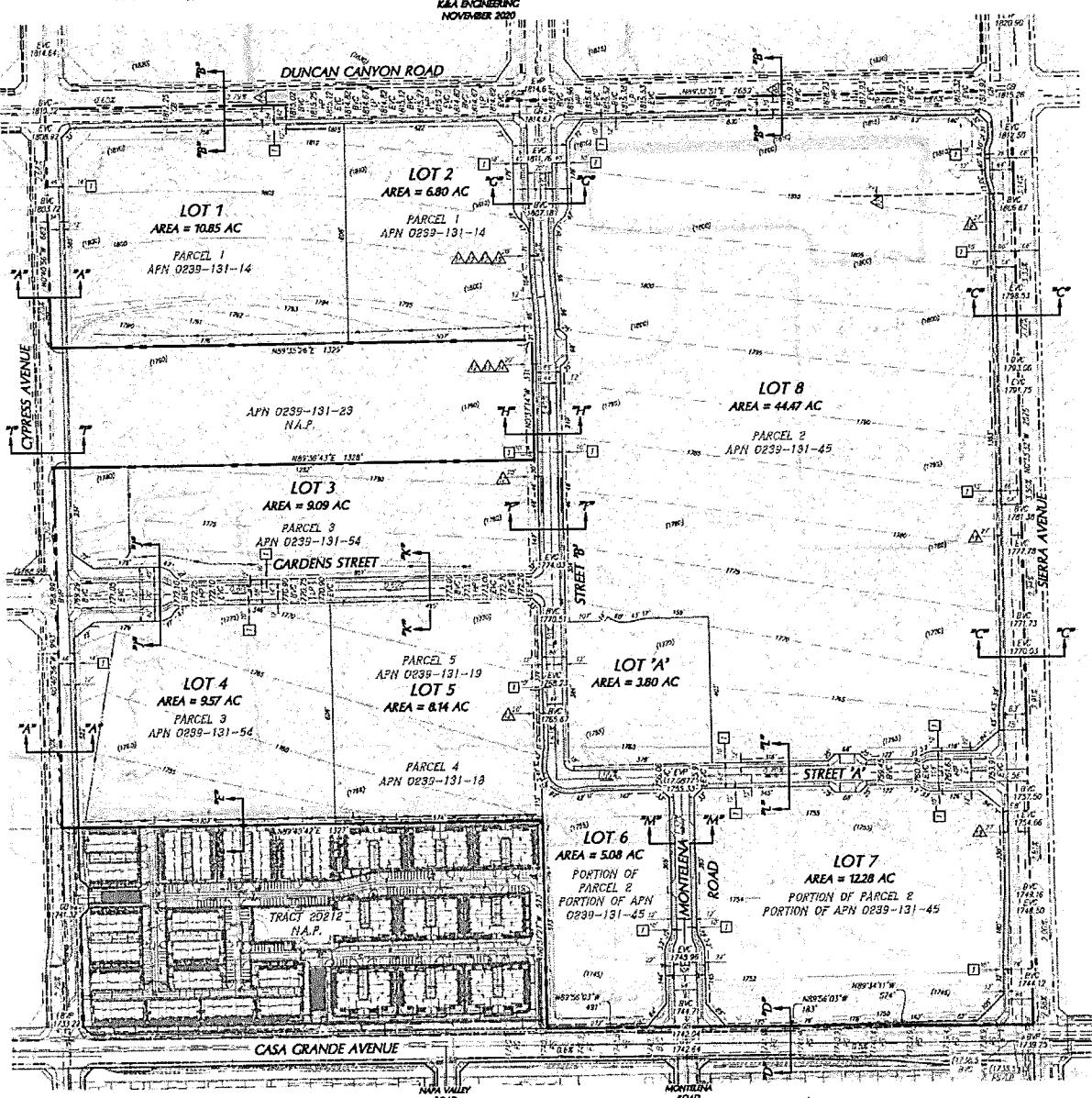
**TENTATIVE
TRACT MAP NO.
20-010**

DATE: May 4, 2021

**CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38**

PLANNING DIVISION

CITY OF FONTANA



NORTH



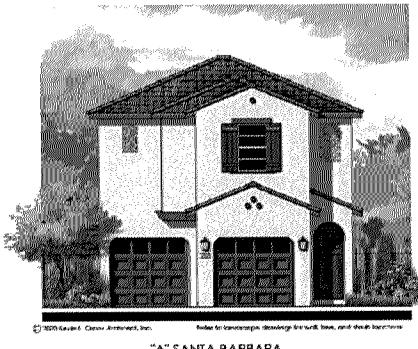
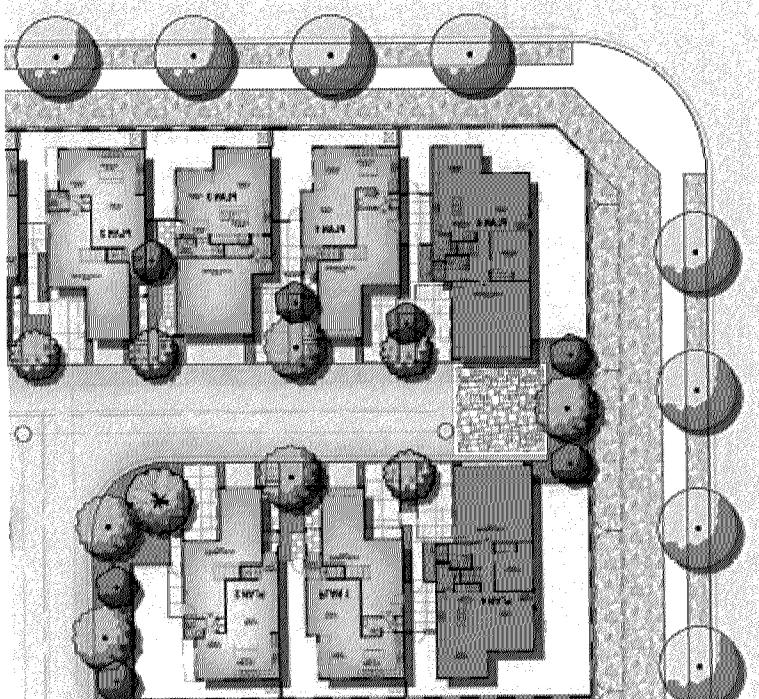
**TENTATIVE
PARCEL MAP NO.
20-024**

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

PLANNING DIVISION

CITY OF FONTANA

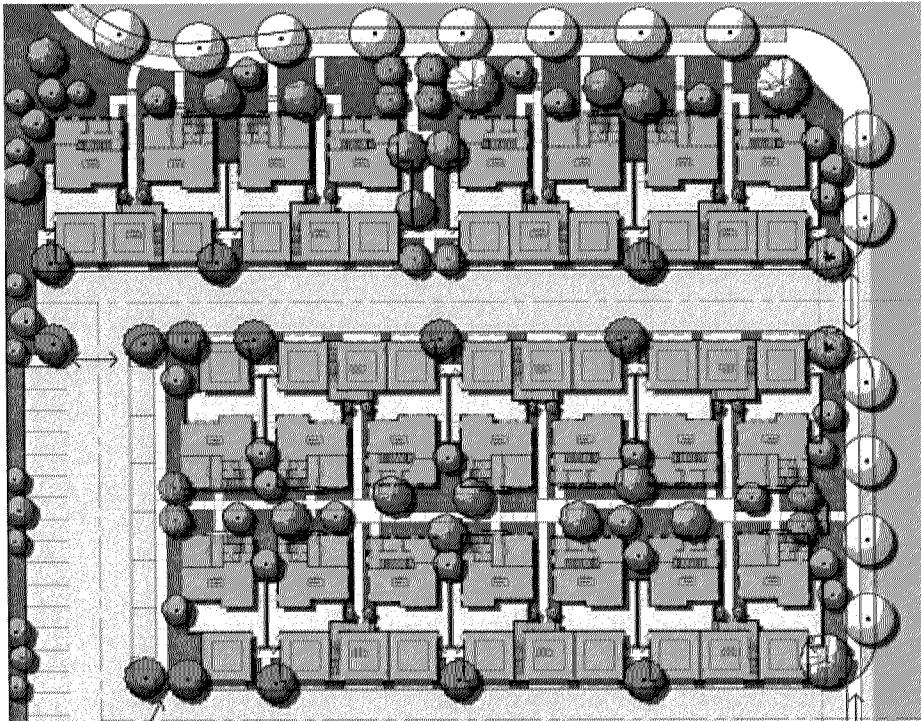


**ELEVATIONS-PA
G5 (Moreton)**

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA **PLANNING DIVISION**



PLAN 3A PLAN 1A PLAN 2A PLAN 3B PLAN 1B PLAN 2B

SPANISH COLONIAL

AMERICAN FARMHOUSE

PLAN 3C PLAN 1C PLAN 2C

SANTA BARBARA

NORTH

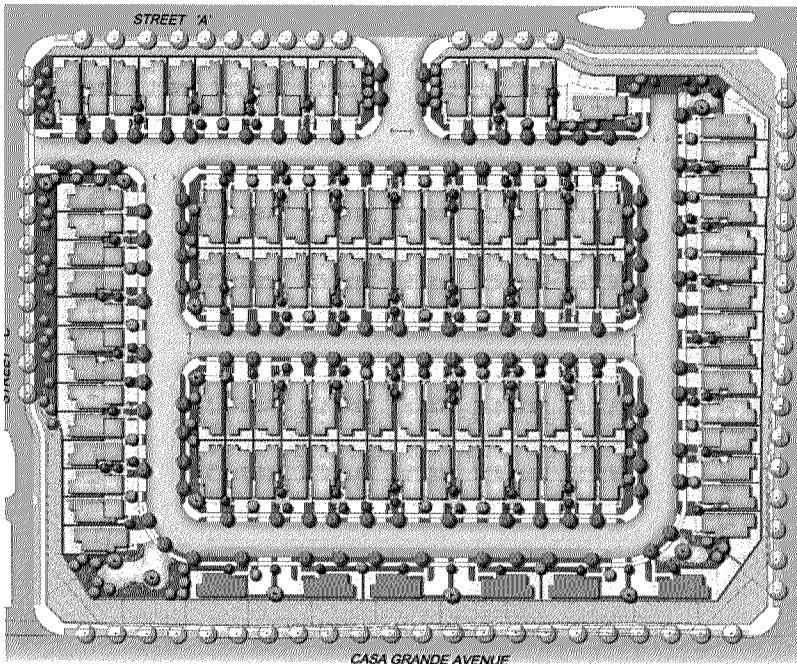


**ELEVATIONS-PA
G6 (Bungalows)**

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA **PLANNING DIVISION**



© 2020 Kevin L. Clark Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations.

'C' CALIFORNIA CRAFTSMAN



© 2020 Kevin L. Clark Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations.



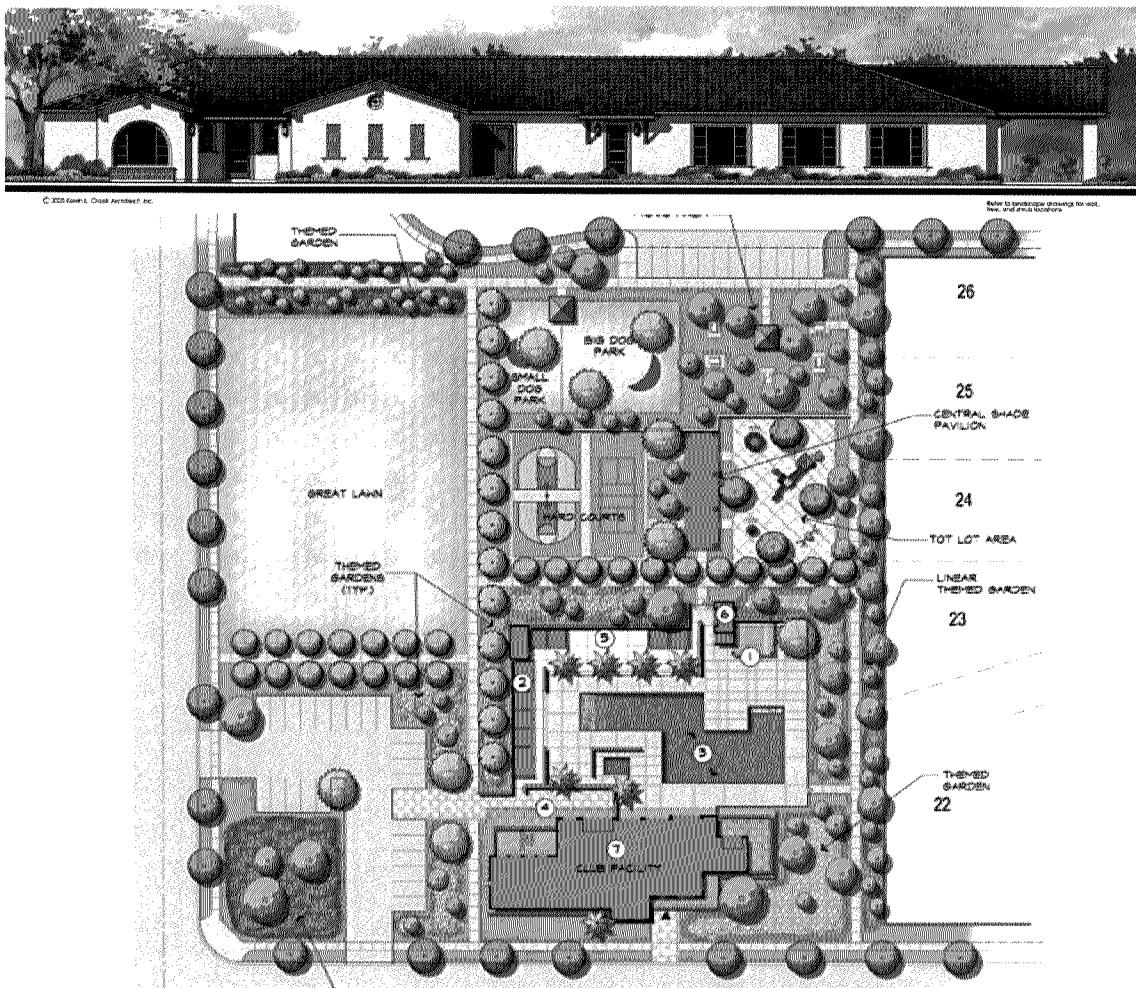
© 2020 Kevin L. Clark Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations.

**ELEVATIONS-PA
G7 (Licensed)**

DATE: May 4, 2021

CASE: Master Case No. 20-096
Specific Plan Amendment No. 20-005
Development Agreement No. 20-003
Tentative Tract Map No.'s 20-009, 20-010
Tentative Parcel Map No. 20-024
Design Review No. 20-35, 36, 37 and 38

CITY OF FONTANA PLANNING DIVISION



NORTH
↑

**ELEVATIONS DRP 20-038
(PARK LAYOUT AND
CLUBHOUSE)**

DATE: May 4, 2021

CASE: Master Case No. 20-072
Tentative Parcel Map No. 20367
(TPM No. 20-018)
Design Review No. 20-027

RESOLUTION PC NO. 2021-__

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AND DETERMINE THAT THE PROJECT HAS BEEN REVIEWED UNDER A PREVIOUS FINAL ENVIRONMENTAL IMPACT REPORT STATE CLEARINGHOUSE NO. (2006071109), PURSUANT TO SECTION 15126 THROUGH 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND SECTION 8.10 OF THE CITY OF FONTANA'S 2019 LOCAL CEQA GUIDELINES AND DIRECT STAFF TO FILE A NOTICE OF DETERMINATION; AND FORWARD TO THE CITY COUNCIL RECOMMENDING ADOPTING SPECIFIC PLAN AMENDMENT NO. 20-005, DEVELOPMENT AGREEMENT AMENDMENT NO. 20-003 AND ADOPT A RESOLUTION APPROVING TENTATIVE TRACT MAP NO. 20-009, 20-010, TENTATIVE PARCEL MAP NO. 20-024, AND DESIGN REVIEW NO.'S 20-035, 20-036, 20-037 AND 20-038.

WHEREAS, a request to recommend approval to the City Council for the proposed project includes Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038.

Project Applicant: North Fontana Investment Company, LLC
1156 N. Mountain Avenue
Upland, CA 91786

Project Location: The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

Project Site Area: 25.5 adjusted gross acres

WHEREAS, on May 4, 2021, the Planning Commission received, staff reports and all the information, evidence, and public testimony and considered Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038; 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 Arboretum Specific Plan includes approximately 531.3 gross acres, located within the northern portion of the City of Fontana and County of San

Bernardino, California; and

WHEREAS, the Arboretum Specific Plan site has been divided into a total of four (4) Planning Area Villages, based on proposed land uses: the Arboretum, the Resort, the Gardens, and the Meadows; and

WHEREAS, the Arboretum Specific Plan Amendment (proposed project) is located within the Gardens Planning Area of the Arboretum Specific Plan and consists of the development of approximately 139 acres for residential, recreational, and park uses; and

WHEREAS, the proposed project is consistent with the Fontana General Plan Land Use Element and the Arboretum Specific Plan land use designations;

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and State CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, based on that evaluation, staff concluded that the EIR fully analyzed and mitigated, where feasible, all potentially significant environmental impacts, if any, that would result from the proposed project, and therefore, no subsequent EIR or mitigated negative declaration is required; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as Exhibit "A" for Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as Exhibit "B" for Design Review No.'s 20-035, 20-036, 20-037 and 20-038; 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 April 23, 2021, posted at City Hall and at the project site; and

WHEREAS, the Commission carefully considered all information pertaining to the proposed project, including the staff report, findings, and all the information, evidence, and testimony presented at its public hearing on May 4, 2021; and

WHEREAS, Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038; 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 incorporated herein by reference.

Section 2. Findings on Tentative Tract and Tentative Parcel Map. The City of Fontana Planning Commission hereby makes the following findings for Tentative Tract Map No. TTM No. 's 20-009, 20-010 and TPM No. 20-024 in accordance with Section 26-55 "Hearing; criteria for approval" of the Fontana Municipal Code:

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

Findings of Fact: Tentative Tract Map No's 20-009 and 20-010 and TPM 20-024 is a request to subdivide five parcels (APN's 029-131-14, -18, -19, -45, and -54 into 278 residential lots on approximately 25.5 adjusted gross acres. The project is proposing attached and detached single-family residential homes and is within the allowable density range. All lots are proposed within a gated HOA community. The project is consistent with the General Plan Land Use designation for the project site. Additionally, the proposed tentative tract maps and tentative parcel map are consistent with the General Plan for the project site and the regulations of the Zoning and Development Code and the Arboretum Specific Plan.

Finding No. 2: The design and improvements of the proposed tentative tract maps and tentative parcel map are consistent with the General Plan and any applicable specific plan.

Findings of Fact: The design of the proposed subdivision, as mentioned in Finding No. 1, above is consistent with the General Plan. Street improvements including curb, gutter, and requirements of the Community Mobility and Circulation chapter of the General Plan, Subdivisions (Chapter 26), and the Zoning and Development Code (Chapter 30). This project is required to connect to the City's sewer system. Additionally, the project has been reviewed by the Engineering Department and San Bernardino County Fire Department for safety and access.

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

Findings of Fact: The project size, shape, and topography is suitable for this type and density of development. The project site is approximately 25.5 adjusted gross acres and accommodates the subdivision for future development of 278 attached and detached single-family homes. The project site to be developed is vacant and at full build out will be surrounded by single- family homes to the west, east and south. The lot sizes meet the requirement of the Zoning and Development Code and the Arboretum Specific Plan. All street

improvements will be constructed pursuant to applicable building, zoning, and fire code standards, as mentioned in Finding No. 2 above.

Finding No. 4:

The design of the tentative tract maps and tentative parcel map 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 the subdivision and the proposed improvements as described in Finding No. 1 through Finding No. 3, complies with the City of Fontana's Municipal Code requirements, Conditions of Approval (referenced herein), and will not cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. A Notice of Determination has been prepared for the proposed project pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines. The project is not anticipated to have a significant effect on the environment. A Notice of Determination has been prepared for the Planning Commission's consideration.

Finding No. 5:

The design of the tentative tract maps and tentative parcel map or type of improvements will not cause serious public health problems.

Findings of Fact:

The design of the subdivision as described in Finding No. 1 through Finding No. 4 above complies with the City of Fontana's Municipal Code requirements. The improvements associated with the subdivision such as street, curb, gutter, and sidewalk will be constructed and have been designed as part of this project pursuant to the Zoning and Development Code and Fontana Municipal Code. Additional improvements such as water connection will be built pursuant to applicable building, zoning, and fire code standards; therefore, the project shall promote the public health, safety, and welfare of the surrounding community and will not cause public health problems. In addition, per the Fire Hazard Overlay District map, this proposed project is part of the High Fire Severity Zone. The project was reviewed by the Fontana Fire District and Building and Safety, and the appropriate conditions have been placed on the project.

Finding No. 6:

The design of the tentative tract maps and tentative parcel map or the types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact:

The design of the tentative tract maps and tentative parcel map and improvements will not conflict with any access easements

acquired by the public. The proposed subdivision will be accessed from Casa Grande Avenue, Duncan Canyon Road, and Cypress Avenue. Currently there are no other public access easements through or within the proposed subdivision.

Section 3. The City of Fontana Planning Commission hereby makes the following findings for Design Review No. 18-031 in accordance with Section 30-111 of the Fontana Zoning and Development Code:

Finding No. 1: **This proposal meets or exceeds the criteria contained in Division 2 of the Zoning and Development Code and will result in an appropriate and desirable development.**

Findings of Fact: The request is to develop 278 attached and detached single-family residences and an approximate 6,610 s.f. clubhouse in a gated community on a parcel of approximately 25.5 adjusted gross acres. The applicant is proposing three (3) different product types, with three (3) floor plans on two products, and (4) floor plans on one (1), with three (3) elevations for each proposed product. The floor plans range in size from approximately 1,448 square feet to approximately 2,442 square feet. The architectural styles used for these homes include Italianate, California Craftsman, Santa Barbara, Spanish Colonial and American Traditional. These architectural styles are compatible with the architectural styles within the Arboretum Specific Plan. The proposed project for this phase includes the development of the 6,610 square foot clubhouse to be located within the Community Park. This clubhouse includes amenities such as a fitness center, a cybercafé and business center and two clubrooms with rentable space for gatherings. There is also an approximate 803 square foot space for outdoor activities such as yoga and meditation outside.

The project will be an appropriate and desirable development for the area. This project meets or exceeds the criteria contained in the Design Review section of the Fontana Zoning and Development Code and the Arboretum Specific Plan.

Finding No. 2: **The proposal is in its design and appearance is aesthetically and architecturally pleasing while enhancing the character of the surrounding neighborhood.**

Findings of Fact: The proposed attached and detached residential units reach a maximum height of 30 feet which is comparable to existing single-family homes adjacent to the project site. The project will include walls and fences to secure the community and provide privacy. Landscaping is included to provide shade, screening and to beautify the site. The architecture proposed is Italianate, California Craftsman, Santa Barbara, Spanish Colonial and American Traditional, which is consistent with the requirements in the

Arboretum Specific Plan. Decorative iron work and stone veneer are used at both the vehicle and pedestrian entries to enhance the design. The project is a gated HOA community and will be a good addition to the area by providing high quality housing for residents of the community.

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

Findings of Fact: The proposed development complies with the Arboretum Specific Plan and Zoning and Development Code. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, parks, lighting, driveways, sidewalks and decorative paving, all within a gated community. The proposed site provides for proper grading and drainage to provide a safe and well-designed housing development.

Finding No. 4: The proposal is consistent with the General Plan and applicable Specific Plan.

Findings of Fact: The current General Plan land use designation for the project site provides for a consistent blend of Residential development and is intended to accommodate both single-family and multi-family housing. The proposed project is within the Arboretum Specific Plan (Garden Village Area) which provides for an average density of 8.2 Dwelling Units per Acre.

Finding No. 5: The proposal promotes the public health, safety, and welfare of the community.

Findings of Fact: The proposed project as described in the above findings will result in the construction of 278 attached and detached homes in a gated community. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and standards, and therefore, shall promote the public health, safety, and welfare of the surrounding community.

Section 4. Based on the foregoing, the Planning Commission hereby recommends that the City Council determine that the project has been reviewed under a previous Final Environmental Impact Report (State Clearinghouse No. 2006071109), pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines and direct staff to file the Notice of Determination and adopt an Ordinance Amending the Arboretum Specific Plan and adopt a resolution approving Tentative Tract Map No.'s 20-009 and 20-010 and Tentative Parcel Map No. 20-024 and approving Design Review No.'s 20-035, 20-036, 20-037 and 20-038 subject to the findings listed in Section No. 1 and No. 2 and the Conditions of Approval listed under Exhibit "A" and Exhibit "B", respectively.

Section 5. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Community Development Department – Planning Division, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

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

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 4th day of May.

City of Fontana

Cathline Fort, Chairperson

ATTEST:

I, Idilio Sanchez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on this 4th day of May 2021, by the following vote, to-wit:

AYES:

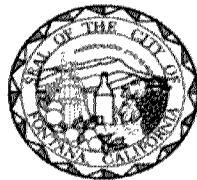
NOES:

ABSENT:

ABSTAIN:

Idilio Sanchez, Secretary

Exhibit "A"



PROJECT: Master Case No. 20-096 **DATE:** May 4, 2021
Tentative Parcel Map No. 20062 (TPM No. 20-024)
Tentative Tract Map No. 20063 (TTM No. 20-009)
Tentative Tract Map No. 20064 (TTM No. 20-010)

LOCATION: The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

PLANNING DIVISION:

1. 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.

2. This tentative tract map shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development) of the Municipal Codes of the City of Fontana and the Subdivision Map Act.
3. The applicant 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 Community Development. A note to this effect shall be placed on the map prior to recordation of the final map.
4. This tentative tract map 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.
5. There shall be no combination wall over three (3) feet retaining wall and six (6) feet freestanding; the maximum height of any combination shall not exceed nine (9) feet.
6. Solid masonry walls of a minimum of six feet in height measured from finished grade shall have a decorative cap and shall be required at all interior, rear and side property lines.
7. 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 30-30 and 30-31 of the Municipal Code.
8. Prior to Certificate of Occupancy, applicant shall provide signs on all public streets throughout the development regarding street sweeping. Type, content, and placement of signs shall be approved by Public Works Department.
9. 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.
10. Pursuant to the Migratory Bird Treaty Act (MBTA) and California Department of Fish & Game (CDFG) Code, removal of any trees, shrubs, or any other potential

nesting habitat shall first conduct a pre-construction survey for active bird nests outside the avian nesting season. The nesting season generally extends from early February through August but can vary slightly from year to year based upon seasonal weather conditions. The report shall be provided to the Community Development Department.

11. Historic Archaeological Resources

- a. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- b. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- c. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

12. The construction contractor 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.

Prior to Issuance of Building /Construction Permits

13. All conditions of approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet all the final building and grading plans prior to issuance of any building or grading permits.
- BUILDING AND SAFETY DIVISION:**
14. Shall comply 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
15. Automatic fire suppression systems shall be installed in all new construction per Article II, Chapter 11 of the Code of the City of Fontana. 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.

16. The requirements of the South Coast Air Quality Management District shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
17. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall comply with City Code.
18. All perimeter/boundary walls shall be designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
19. All lot lines, easement lines, etc. shall be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
20. The Tract Map shall record prior to the issuance of any permits.
21. 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 – public street, 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 slag or 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.

22. All signs shall be Underwriters Laboratories approved (or equal).

23. Permits are required prior to the removal and/or demolition of structures.

24. 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

25. The following items shall be completed (as applicable) and/or 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
26. If hazardous substances are used and/or stored, 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.
27. The existing parcels shall be combined 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:

28. Applicant shall install communication conduits as per the Arboretum Development Agreement and provide record drawings of said installation to the satisfaction of the City Engineer.
29. All proposed traffic signal locations shall be justified with a warrant study in accordance with the California Manual of Uniform Control Devices (MUTCD) Latest Edition Chapter 4.
30. The project shall be served by the City's sanitary sewer system and 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.
31. Extra-Territorial (ET) Sewer Fee's apply.
 - a. Applicant must submit a supplemental application for ET sewer service during the plan check process.
 - b. ET fees will be calculated from the approved application and must be paid prior to map recordation or building permits issuance.
32. It is the Applicant's responsibility to maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to final acceptance by the City. Where applicable, the applicant must provide provisional street sweeping schedules to the City.
33. Prepare and submit a final hydrology and hydraulic study showing the tributary area, layout of storm drains and downstream impacts to a point a defined as the closest receiving point on a master storm drain line or existing facility as approved by the City Engineer. The study shall identify off-site and on-site runoff impacts resulting from build-out of permitted General Plan uses, the project's contribution, location and sizes of catchments and system connection points plus all downstream drainage mitigation measures. All mitigations/recommendations resulting from any final approved report shall be included in the improvements design submittals. The hydrology and hydraulic study shall be prepared for a 25-year and 100- year storm event.

PRIOR TO ISSUANCE OF GRADING PERMIT

34. Applicant shall submit and gain approval of a complete WQMP Report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

35. Applicant shall provide a Subdivision Improvement Agreement for parcel one (1) with accompanying securities.

36. Applicant shall provide a security to guarantee the proper setting of all survey monuments within the project limits, and replacement of any existing survey monuments damaged or removed during construction; will be collected during the bond and agreement process. Survey monuments shall be placed as required by plans and corner records must be recorded with the County.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

37. Applicant shall record any maps, lot line adjustments, right-of-way dedications or easements required for the development.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

38. Applicant/Design Engineer to provide the City of Fontana with As-Built/Record Drawings for all public improvement plans.
39. 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).
40. All underground utilities (sewer and storm drain) shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Videos to be inspected and approved by City Inspection. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
41. Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water BMP Transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

42. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana Fire Protection District served by the San Bernardino County Fire Department (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances and standards of the Fire Department.
43. Fire Access Road Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code sec 503, SBCFD Standard 503.1
44. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. All roadways shall not exceed

a 12 % grade. California Fire Code sec 503, SBCFD Standard 503.1

45. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code sec. 505, SBCFD Standard 505.1
46. Water System. Prior to map recordation, 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 the current Fire Code. Fire hydrants shall be installed so as to be no more than six hundred (600) feet apart (as measured along vehicular travel-ways) from a hydrant to the driveway on the address side of proposed single-family structures. California Fire Code sec 508, SBCFD Standard 508.1 The fire-flow for this project shall be: **1500 GPM for a 2-hour duration** at 20 psi residual operating pressure.
47. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCFD Standard 508.5.2.
48. Dead End Fire Department Access Roads: Access roads along Knox Avenue exceeding 150 feet in length shall be provided with a 4' wide access gate.

MANAGEMENT SERVICES:

49. To eliminate the negative fiscal impact on municipal services associated with this proposal, the project will be required to annex into an existing community facilities district (CFD) or form a new community facilities district (CFD) for the purpose of financing the cost of maintenance and operation of the street lighting, landscaping, parks, parkways and the removal of or cover of graffiti. The City will determine which is more appropriate for the project, establishing a new district or annexing into an existing district. The district formation or annexation must be completed prior to the issuance of building permits.

EXHIBIT "B"



CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. 20-096 **DATE:** May 4, 2021
Design Review No. 20-035, Design Review No. 20-36,
Design Review No. 20-037, Design Review No. 20-038

LOCATION: The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

PLANNING DIVISION:

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 Division 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 and Development Code.
4. 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.

5. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic

archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

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

6. Pursuant to the Migratory Bird Treaty Act (MBTA) and California Department of Fish & Game (CDFG) Code, removal of any trees, shrubs, or any other potential nesting habitat shall first conduct a pre-construction survey for active bird nests outside the avian nesting season. The nesting season generally extends from early February through August but can vary slightly from year to year based upon seasonal weather conditions. The report shall be provided to the Community Development Department.

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. Any foam treatment used for architecture treatments and/or projections located on the first floor shall be covered with concrete or similar durable material a minimum of $\frac{1}{4}$ inch thick, or as determined by the Director of Community Development.
9. The applicant shall post the most recent City of Fontana General Plan map, size 24-inches by 36-inches, in all offices selling new homes in the subdivision, whether on-site or remote. The project site/tract boundary shall be clearly delineated on the General Plan map. Additionally, a 24-inch by 36-inch map showing the school district boundaries (for all districts in the City) shall be displayed. The General Plan information and school district boundaries may be included on the same map. The maps shall be clearly and prominently displayed and be visible to all persons entering the sales office.
10. 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.
11. The current development fees must be paid prior to issuance of building/construction permits.
12. 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.
13. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location that does not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The Post Office currently approves freestanding mailboxes that are F-series and wall-mounted boxes that are 4C series. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.

PRIOR TO CERTIFICATE OF OCCUPANCY

14. The applicant shall have fully provided, constructed, or otherwise meet all Planning Division's requirements per approved plans, and shall have addressed all punch list items to the satisfaction of the Director of Community Development.
15. The applicant shall remove the notice boards after the item has been approved and the 15-day appeal period has lapsed. The date in which the boards shall be removed is Wednesday, October 30, 2019, so be it that there has not been an appeal filed with the City of Fontana Planning Division.

POLICE DEPARTMENT:

16. The Standard Building Security Specifications of the Fontana Police Department shall be adhered to.
17. Bollard lighting shall be incorporated into sidewalks located between solid walls. The light measurement shall meet or exceed the minimum light requirement of one (1) foot candle.
18. A call box system shall be incorporated into each pedestrian entry gate on Citrus Avenue and Summit Avenue.
19. A locator map or directory shall be posted at site entrances. The directory shall be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory shall be illuminated from dusk until dawn. The directory shall have vandal resistant glazing to minimize criminal damage and the structure shall be weather resistant.
20. Community address numbers and complex numbers shall be visible from the public right-of-way and interior walkways and drive aisles.
21. The City standard of one-foot candle minimum for all entrances, exits, pedestrian paths, parking lots, and activity areas (amenities) shall be adhered to at all times. 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.
22. The Fontana Police Department's R.E.A.C.T. electronic gate system (in addition to San Bernardino County's Knox Box system) shall be installed and maintained on the site at all times.
23. The development shall create and maintain (or join) an active Home Owners Association (HOA) within three (3) months of resident occupancy. The HOA shall be maintained at all times once created. The City of Fontana shall be a third party to the HOA in the event the HOA fails to exist.

MANAGEMENT SERVICES:

24. To eliminate the negative fiscal impact on municipal services associated with this proposal, the project will be required to form a new community facilities district (CFD) or annex into an existing CFD for the purpose of financing the costs of maintenance and operation of the street lighting, landscaping, parks, parkways, water quality/detention basins and the removal of or cover of graffiti. The city will determine which is more appropriate for the project, establishing a new district or

annexing into an existing district. The district formation or annexation must be completed prior to the city issuing any building permits.

ENGINEERING LAND DEVELOPMENT:

25. Land Development Standard Conditions from Tentative Tract Map No. 20-009, Tentative Tract Map No. 20-010 and Tentative Parcel Map No. 20-024 shall continue to apply to this development.

BUILDING & SAFETY:

26. Shall comply 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
27. Automatic fire suppression systems shall be installed in all new construction per Article II, Chapter 11 of the Code of the City of Fontana. 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.
28. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall comply with City Code.
29. All perimeter/boundary walls shall be 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.
30. The Tract and Parcel map shall record prior to the issuance of any permits.
31. 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 – public street, 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. No water course or natural drainage shall be obstructed.
- E. 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.
- F. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to slag or dirt swale) unless otherwise approved by the Building Official.
- G. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to, and approved by Building & Safety.

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

- H. 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.

- 32. Permits are required prior to the removal and/or demolition of structures.
- 33. 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

- 34. The following items (as applicable) shall be completed and/or submitted to Building & Safety as applicable 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

END OF CONDITIONS OF APPROVAL

The Arboretum
Specific Plan - Table of Revisions
1-Dec-20

Revision #	Page #	Section	Revision Description
1	Title Page		Change Amendment Date; Council, Planning Commission and Staff as warranted
2	2-3		Revise Graphic
3	2-4		Revise Graphic
4	4-3		Revise Graphic
5	4-4	4.5	Revise Total Number of PAs to reflect proposed Gardens layout/configuration
6	4-5	4.5.2, The Gardens	Increase Rec Center acreage and revise neighborhood park acreage accordingly. Update description of Arboretum Trail to account for relocation on Cypress and Duncan.
7	4-6	Table 4.1	Update acreages to reflect proposed Gardens layout/configuration
8	4-7		Revise Graphic
9	4-10	4.6.2	Update acreages to reflect proposed Gardens layout/configuration. Density revised from 7.7 to 8.1 DU/AC.
10	4-10	Table 4.3	Update acreages to reflect proposed Gardens layout/configuration.
11	4-14	Table 4.5	Reduce Density for PA A-3 to account for 30 unit density transfer to Gardens. Add "informational" note that will reference the density transfer.
12	4-15		Revise Graphic to account for reduced Density at PA A-3
13	5-3		Revise Graphic to reflect proposed Gardens layout/configuration
14	5-4		Revise Graphic to reflect proposed Gardens layout/configuration
15	5-5	5.1.1	Remove reference to shifting neighborhood parks. Change amenity list for .8-1.0 AC parks from imperative to optional. Otherwise, the language will conflict with the intent of the Specific Plan (requiring two pools at the Gardens Village).
16	5-10	5.1.3	Update amenity list to reflect proposed Rec Center Concept
17	5-11		Revise Graphic to reflect proposed conceptual layout
18	6-3		Revise Graphic to reflect proposed Gardens layout/configuration
19	6-7	6.1.5	Revise language to account for relocation of the trail at Gardens Village. Trail shifts from collector streets to Cypress and Duncan Cyn.
20	6-9		Revise Graphic to reflect proposed Gardens layout/configuration
21	6-22	6.1.6	Collector Streets at the Gardens to be publicly maintained.
22	6-23		Revise Graphic to reflect proposed Gardens layout/configuration
23	6-25		Revise Graphic to reflect proposed Gardens layout/configuration
24	6-51		Revise Graphic to reflect proposed Gardens layout/configuration
25	6-54		Revise Graphic to reflect proposed Gardens layout/configuration. Note Existing Walls.
26	7-9	7.2.1, Site Design	Note 5: Revise to allow guest parking on streets. Remove distance reference.
27	7-16	7.2.4	Add elevation styles: Farmhouse and American Traditional. Incorporate separate design sheets for each added style. Add note: Other styles may be permitted subject to Planning Commission approval.
28	7-37		Revise Graphic to reflect proposed Gardens layout/configuration. NAP parcel is a separate landscape district.
29	7-39 thru 7-42		Add new product types: TriPlex, Attached Townhome, 4-Pack Cluster, 6-Pack Cluster
30	8-4	8.2	Note 3: Remove reference to Parking, Signage, and Lighting. Those standards are included in the Specific Plan and do not necessarily revert to the Development Code.
31	8-4	8.2	Note 11: Revised to allow parking in driveways as overflow. The residents shall be required to first use their garage for parking.

32	8-6		Revise Graphic
33	8-7		Revise Graphic
34	8-9		Revise Graphic
35	8-14		Revise rear yard setback for traditional lots less than 4000 sf to 5' at its narrowest point. Allows for 12'x12' rear patio area.
36	8-15		Revise building separation between 1 or 2 Story to a 1 or 2 story from 20' to 18'
37	8-18		Remove Note
38	8-19		Correct parking requirement for parks. It should be based on total acreage of the park, not the total acreage of the PA in which the park is located.
39	8-20	Table 8.1	SF lots 4000 sf or less: Revise min. lot width from 35' to 33' (and from 35' to 30' on a curvilinear street). Front setback revised from 22' to 18.' This accommodates License product.
40	8-21		Revise rear yard setback for traditional lots less than 4000 sf to 5' at its narrowest point. Allows for 12'x12' rear patio area. Rear setback for R-MF 3.0-8.0 DU/AC and R-F 8.1-16.0 DU/AC revised from 10' to 8'. Interior sideyard R-MF 3.0-8.0 DU/AC from 5' to 3' (technically 3.5' per Building Code). Revise Building Separation to reflect Item 36 (above).
41	8-22		Delete Note 9. Guest parking is permissible on-street.
42	8-23		Revise Note 15. Product on 6000s should be constructable on 7000s.
43	9-3		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
44	9-4	9.2	Revise to account for the change in phasing order at Arboretum and Resort Villages
45	9-5		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
46	9-7		Revise Graphic to reflect proposed Gardens layout/configuration
47	9-8	9.4.1	Revise to account for the change in phasing order at Arboretum and Resort Villages
48	9-9		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
49	9-10		Revise to account for the change in phasing order at Arboretum and Resort Villages
50	9-11		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
51	9-13		Revise Graphic to reflect current MPSD
52	9-17	9.5.6	Correct timing of Arboretum Park so that it will be constructed with the development of the Village in which it is located. Timing: completion by 50% of building permits at Arboretum Village. The timing for Neighborhood Parks is arbitrary. Correct timing so that parks are constructed at 50% of building permits within the respective PA (the PA in which the park is located).

5 Recorded at request of)
Clerk, City Council)
City of Fontana)
When recorded return to)
City of Fontana)
8353 Sierra Avenue)
Fontana, CA 92335)
Attention: City Clerk)
)
) Exempt from Filing Fees Gov. Code section 6103

**SECOND AMENDMENT TO
ARBORETUM DEVELOPMENT AGREEMENT**

A STATUTORY DEVELOPMENT AGREEMENT

between

**CITY OF FONTANA
a California municipal corporation**

and

**NORTH FONTANA INVESTMENT COMPANY, LLC,
a Delaware limited liability company**

SECOND AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT (the "Second Amendment") is entered into effective on the date that the ordinance adopting this Second Amendment becomes effective and amends that certain Arboretum Development Agreement made by and between the City of Fontana ("CITY") and North Fontana Investment Company, LLC, a Delaware limited liability company ("DEVELOPER"), recorded as Document No. 2009-0501456 on November 19, 2009 in the Official Records of San Bernardino County, as amended by that certain First Amendment to Arboretum Development recorded as Document No. 2017-0142267 on April 5, 2017 in the Official Records of San Bernardino County (collectively, the "Agreement").

CITY and DEVELOPER hereby to amend further the Agreement as set forth herein. All capitalized terms used herein shall have the same meanings given those terms in the Agreement unless otherwise defined herein.

RECITALS

WHEREAS, the CITY is authorized to amend the Agreement pursuant to Section 2.5 of the Agreement and Section 65868 of the Government Code; and

WHEREAS, the CITY has determined that there exists no uncured default by DEVELOPER under the Agreement as set forth in Section 2.3(ii) of the Agreement; and

WHEREAS, the CITY has determined that this Second Amendment will not result in any significant effects on the environment not previously analyzed in the Project's EIR (SCH #2006071109) and is not a "Project" as defined in Public Resources Code Section 21065 of CEQA, and has determined that all requirements of CEQA have been met with respect to this Second Amendment; and

NOW, THEREFORE, CITY and DEVELOPER agree to amend the Agreement as follows:

1. Term. Section 2.3 of the Agreement is deleted in its entirety. With that deletion, Section 2.3 is amended and restated as follows:

"2.3 Term. The term of this Agreement shall commence on the Effective Date of this Second Amendment and shall continue for a period of ten (10) years thereafter (the "Agreement Term"). The Agreement Term shall extend without modification or amendment of this Agreement for one (1) additional five (5)-year period following the expiration of the aforementioned ten (10) year Agreement Term provided that there exists no uncured default of which DEVELOPER has been given notice as to this Agreement or any other agreement or condition of approval relative to the development of the Property. The Agreement Term shall further extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the above fifteen (15) year Agreement Term upon the occurrence of both of the following:

- (i) DEVELOPER shall have applied for and obtained building permits for at least fifty percent (50%) of the residential DU's in accordance with the Development Approvals; and

(ii) There exists no uncured default of which DEVELOPER has been given notices as to this Agreement or any other agreement or condition of approval relative to the development of the Property.”

2. Development Impact Fees. Section 4.2 of the Agreement is amended and restated in its entirety to read as follows:

“4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Subject to the fee credits set forth in Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, and 4.2.8, and Exhibit “E”, inclusive, DEVELOPER shall pay to the CITY the Development Impact Fees listed in Exhibit “E” and Exhibit “L”. Exhibit “L” identifies the actual Development Impact Fees that will be collected for every building permit issued in the Project from and after the Effective Date for either a single dwelling unit constructed on a single family residential lot (a “SFD”) or a condominium unit (attached or detached) as defined in California Civil Code Section 4125 (a “MF”). The Development Impact Fee amounts for SFD and MF dwelling units in Exhibit “L” include the application on the Effective Date of all of the fee credits set forth in Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, 4.2.8 and Exhibit E. CITY and DEVELOPER shall update that Exhibit as any of the fee amounts change in accordance with this Section 4.2 or as otherwise provided in this Agreement. Any such updates shall be prepared by DEVELOPER and approved administratively by the CITY Manager or CITY’s Director of Community Development and shall not require an amendment to this Agreement.

(a) During the entire Agreement Term, inclusive of all extensions thereof, commencing as of the Effective Date, those Development Impact Fees set forth in Exhibit “E” shall not be increased with respect to this Project, nor shall any new Development Impact Fees be levied upon the Project; provided that DEVELOPER shall be subject to any new or increased Pass Through Fees. DEVELOPER shall not be required to pay any increase in such Development Impact Fees but shall benefit from any reduction in such Development Impact Fees during the entire Agreement Term, inclusive of all extensions thereof; provided however, a decrease in any Development Impact Fee that occurs after DEVELOPER has paid that Development Impact Fee for some DU’s in the Project at the higher rate shall not entitle DEVELOPER to any refund or return of any such Development Impact Fee already paid to the CITY at the higher rate. A reduction in any Development Impact Fee shall apply only to DU’s for which the Development Impact Fee has not been paid.

(b) Upon expiration of the Agreement Term, inclusive of all extensions thereof, the DEVELOPER shall thereafter pay the amount of such Development Impact Fees legally adopted and in effect by the then-applicable CITY ordinance or resolution. If DEVELOPER has prepaid any Development Impact Fees for DU’s either by: (i) its application of its credits earned under Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, and 4.2.8 inclusive and 4.3; or (ii) cash prepayments to CITY under Section 4.2.2 below, then any building permit issued for that DU shall be credited with such prepayment for the applicable category of Development Impact Fee obligation. Any increase in a Development Impact Fee that was prepaid by DEVELOPER for a DU shall not apply to that DU. Provided, however, a decrease in any Development Impact Fee that occurs after DEVELOPER has paid that Development Impact Fee for some DU’s in the Project at the higher rate shall not entitle DEVELOPER to any refund or return of any such Development Impact Fees already paid or pre-paid to the CITY at the higher rate. A reduction in Development Impact Fees shall apply only to DU’s

for which the Development Impact Fee has not been paid.

(c) This Agreement shall not vest any rights in DEVELOPER with respect to any Pass-Through Fees, which shall remain subject to imposition and amendment as provided by the non-CITY entity that imposes or amends such Pass-Through Fees.

(d) In the event of a decrease in any of the Development Impact Fee categories set forth in Sections 4.2.6, 4.2.7, or 4.2.8 for which DEVELOPER has remaining Fair Share Obligation payments due for all DU's in the Project, the remaining Fair Share Obligation shall be reduced to reflect the decrease in the underlying Development Impact Fee for all DU's in the Project for which the remaining Fair Share Obligation amount has not already been paid by DEVELOPER and DEVELOPER shall not be entitled to any refund or return of any portion of the remaining Fair Share Obligation payment paid for DU's before that decrease in the Development Impact Fee. For example, if the current Circulation Fee of \$5,734 per single family DU is reduced by ten percent (10%) after 100 building permits for single family DU's have been pulled on the Project, then the current remaining Fair Share Obligation of \$1,750.08 per single family DU for the remaining single family DU's set forth in Section 4.2.6 would be reduced by 10% to \$1,575.07 but DEVELOPER would not receive a refund of the higher fee amount paid for the first 100 DU's.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits or certificates of occupancy for each DU as is required by the CITY's Development Impact Fee ordinance, resolution or policy in effect at the time. Any of such Development Impact Fees may be paid in advance of the issuance of building permits for any or all of the DU's within the Project whereupon the CITY, during the Agreement Term, inclusive of all extensions thereof, may not impose any new, additional, or increased Development Impact Fees upon such DU's when the building permit is issued for those DU's by CITY.

4.2.3 Public Park Requirement.

4.2.3.1. Public Park Development/Quimby Fees and Credits. DEVELOPER currently contemplates the construction of (i) 1,029 single-family DU's for which DEVELOPER is required to pay Quimby Act Fees under Section 66477 of the California Government Code of \$6,500 per single-family DU, and (ii) 2,435 Condominium/townhouse DU's for which DEVELOPER is required to pay Quimby Act Fees of \$5,981.70 per Condominium/townhouse DU, for a total of Twenty One Million Two Hundred Fifty-Three Thousand Nine Hundred Thirty-Nine and 50/100 Dollars (\$21,253,939.50) (the "Project Quimby Park Fees"). DEVELOPER shall, design and construct the Project Public Parks described in the Specific Plan with amenities of the type described in the Specific Plan for which DEVELOPER shall receive a credit against the Project Quimby Park Fees equal to Twenty-Four Million Six Hundred Twenty-Five Thousand Seven Hundred Twenty-Eight and 85/100 Dollars (\$24,625,728.85) (the "Park Construction Credit"), as set forth in Exhibit "E". The difference between the Park Construction Credit of \$24,625,728.85 and the total Project Quimby Park Fees of \$21,253,939.50 for the 3464 DU's in the Project is Three Million Three Hundred Seventy-One Thousand Seven Hundred Eighty-Ninety and 35/100 Dollars (\$3,371,789.35) (the "Excess Park Construction Credit"). Upon DEVELOPER's completion and CITY's acceptance of the Project Public Parks, DEVELOPER shall be deemed to have fully mitigated and paid its Project Quimby Park Fees for 3464 DU's and shall not pay any Project Quimby Park Fees for any SFD and MF building permits in the Project from and after the Effective Date; provided, in the event DEVELOPER develops

any DU's in excess of 3464 DU's (or if the mix and number of single-family DU's and Condominium/townhouse DU's changes resulting in an increase in the Project Quimby Park Fees), then DEVELOPER shall pay CITY's then current Quimby Act Fee for each of such excess DU's (or pay such increase in the Project Quimby Park Fees) after the Excess Park Construction Credit in the amount of \$3,371,789.35 is exhausted).

4.2.3.2. Project Public Park Schedule. The Arboretum Park (as identified on Exhibit "F-2") shall be Substantially Completed prior to CITY's issuance of building permits for fifty percent (50%) of the residential DU's within the Arboretum Village portion of the Project. The CITY acknowledges that the Meadows Village Community Park has been completed and accepted by the City.

4.2.3.3. Intentionally Omitted.

4.2.4 Private Parks. DEVELOPER shall construct the Project Private Parks in accordance with the time schedule and other requirements set forth in Exhibits "F" and "F-1" and in the Specific Plan. CITY and DEVELOPER agree that Exhibits "F" and "F-1" shall be deemed amended without further action by the CITY as necessary to remain consistent with any amendments to the Specific Plan approved by the CITY after the Effective Date. DEVELOPER shall receive no fee credits, refunds or reimbursements for its construction of the Project Private Parks. The Project Private Parks shall be owned and maintained by the Project Association. Project Private Parks and amenities as shown on Exhibit "F-1" to the Development Agreement and in the Specific Plan are representational and may change depending on market segmentation, engineering, site planning and other related matters. Such Private Project Park amenities may shift locations within the Project or be replaced with like kind amenities as approved by the Director of Community Development and in substantial conformance with the Specific Plan.

4.2.5 Storm Drain Fee Credit. DEVELOPER shall construct and dedicate storm drain improvements having a value of Thirteen Million Six Hundred Sixty-one Thousand Eight Hundred Eighty-Five and 25/100 Dollars (\$13,661,885.25) as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E-1" and shall receive credit against the Project's Storm Drain Fee, which is Five Million Five Hundred Eighty Thousand Seven Hundred Five and 30/100 Dollars (\$5,580,705.30), for constructing those improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the storm drain improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for storm drainage and as such shall pay no storm drainage fee for any SFD and MF building permits in the Project from and after the Effective Date.

4.2.6 Median Landscape Improvement Fee Credit. DEVELOPER shall construct and dedicate median landscape improvements (the "Median Landscape Improvements") having a value of Two Million One Hundred Twenty-Six Thousand Three Hundred Twelve and 10/100 Dollars (\$2,126,312.10) as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E-1" and shall receive credit against the Project's Landscape Improvement Fee, which is Nine Hundred Sixty-Six Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$966,456.00), for constructing such Median Landscape Improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the Median Landscape Improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for median

landscape improvements and as such shall pay no Median Landscape Fee for any SFD and MF building permits in the Project from and after the Effective Date.

4.2.7 Circulation Improvement Fee Credit. DEVELOPER shall construct and dedicate the regional circulation improvements having a value of Eight Million Six Hundred Forty-Seven Thousand Seven Hundred Sixty-Four and 07/100 Dollars (\$8,647,764.07) (the "Circulation Credit") set forth in Exhibit "E" in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Circulation Improvement Fee, which is Fourteen Million Four Hundred Forty-Four Thousand Seven Hundred One and 00/100 Dollars (\$14,444,701.00), for constructing those improvements in accordance with Exhibit "E". The remaining Fair Share Obligation of Five Million Seven Hundred Ninety-Six Thousand Nine Hundred Thirty-Six and 93/100 Dollars (\$5,796,936.93) shall be paid as follows: for the first 1,029 single-family DU's, \$2,301.16 per DU, and for the first 2,435 condominium/townhouse DU's, \$1,408.23 per DU. Allocation of Arterial and Interchange Component Credits shall be made in accordance with Exhibit "E-2". As required by Section VIII of the Measure I 2010-2040 San Bernardino County Ordinance, implementation of a development mitigation program is required of each local jurisdiction in order to maintain conformance with the SBCTA (San Bernardino County Transportation Authority) Land Use/Transportation Analysis requirement for each individual program area listed on the Nexus Study. Local jurisdiction development mitigation programs must annually incorporate an adjustment of project cost estimates. The City Council must approve the adjustments on an annual basis and reflect those adjustments in local Development Impact Fees or other per-unit mitigation levels or assessments. The adjustments shall be based on an escalation factor approved by the SANBAG Board of Directors. The adjustment must be adopted by the CITY either by January 1 or July 1 following the approval of the escalation factor by the SANBAG Board. Any such CITY-wide increases in the CITY's Circulation Improvement Fee required by SANBAG due solely to an increase in the costs of constructing the circulation improvements and facilities identified in the CITY's capital improvement plan in effect as of the Effective Date of this Agreement (which increases may not exceed the escalation factor approved by SANBAG) shall increase the Circulation Improvement Fee for the Project identified in Exhibit "L" by the same percentage increase as the CITY increases the CITY-wide Circulation Improvement Fee. Such increase in the Project's Circulation Improvement Fee shall only apply to those DUs for which the fee was not previously paid by DEVELOPER. For example, if the CITY-wide fee increases 10% then the Project's fee for such remaining DUs shall likewise increase by 10% (Single Family increase would be \$175.00 and Multi-Family increase would be \$107.09 for all such remaining DUs). DEVELOPER shall submit all information required by SANBAG reimbursement, irrespective of whether or not a CFD is formed for the construction of the subject circulation improvements.

4.2.7.1 Circulation Improvement Fee For The Meadows Village. Circulation Improvement Fees for The Meadows Village have been paid and shall continue to be paid for the remainder of single-family DUs within The Meadows Village (i.e., Tracts 19960 et. al., 19961 et. al., and 19962 et. al.), at the rate of \$1,750.08 per single-family DU. The remainder of the Circulation Improvement Fees for the Meadows Village which is comprised of the \$551.08 difference between the \$1,750.08 per DU and the updated amount of \$2,301.16 per DU, which totals Three Hundred Twenty-Two Thousand Three Hundred Eighty-One and 80/100 (\$322,381.80) (i.e., 585 Meadows Units x \$551.08 = \$322,381.80) shall be paid by DEVELOPER to CITY prior to the issuance of the last building permit for The Gardens Village.

4.2.8 Sewer Credit. DEVELOPER shall construct and dedicate sewer improvements having a value of Three Million Five Hundred Eleven Thousand Seven Hundred Seventy-Nine and 30/100 (\$3,511,779.30) Dollars as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Sewer Improvement Fee, which is Three Million Thirty-Six Thousand Five Hundred Seventy-Seven and 04/100 Dollars (\$3,036,577.04), for constructing such improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the sewer improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for sewer improvements and as such shall pay no Sewer Connection Impact fee for any SFD and MF building permits in the Project from and after the Effective Date."

3. Community Facilities Districts. As set forth in Sections 3.16, 4.1.1, 4.1.2 and 5.1 of the Agreement, CITY and DEVELOPER anticipated that one (1) CFD District with a would be formed for the Project. In lieu of one (1) CFD District, however, DEVELOPER anticipates that multiple CFD Districts shall be created so that in addition to the one CFD District that has been created as of the Effective Date of this Second Amendment, one (1) or more additional CFD Districts shall be created within the Project. Accordingly, all references in the Agreement to one (1) CFD District shall hereafter mean and refer to the multiple CFD Districts formed by DEVELOPER with respect to the Project. Specifically, Sections 4.1.2 and 5.1 of the Agreement are deleted in their entirety and with that deletion, Sections 4.1.2 and 5.1 are amended and restated as follows:

"4.1.2 Development Agreement Fee. To the extent that CFD Districts are formed for the Project and bonds issued in accordance with Section 5.1, and provided the total financing capacity of all CFD Districts formed for the Project (net of issuance costs, reserves, and capitalized interest) (the "CFD Capacity") exceeds Fifty Million Dollars (\$50,000,000), then the CITY shall receive payment of development agreement fee (the "Development Agreement Fee") equal to (i) twenty percent (20%) of the next Thirty Million Dollars (\$30,000,000) of CFD Capacity (\$6,000,000) and then equal to (ii) twenty-five percent (25%) of the next Ten Million Dollars (\$10,000,000) of CFD Capacity (\$2,500,000), payable from the applicable CFD District at the time of funding each of those incremental phases of the CFD Districts. CITY and DEVELOPER also acknowledge and agree that DEVELOPER will petition the CITY to form CFD Districts with total CFD Capacity of Fifty Million Dollars (\$50,000,000) to fund, in lieu of the payment of any additional Development Agreement Fee, the construction by DEVELOPER of the extraordinary improvements identified in Exhibits "E" and E-1", or such other Eligible Facilities as are approved by the CITY."

"5.1 CITY and DEVELOPER shall as requested by DEVELOPER, cooperate in the formation of special assessment districts, community facilities districts or alternate financing mechanisms ("Financing Districts") to (i) pay for the construction and/or maintenance and operation of public infrastructure facilities, including the Exhibits "E" and "E-1" improvements, and all Project Public Parks, required for the Project in this Agreement or otherwise required as part of the Development Plan, and to pay for the acquisition of any land under Section 3.8, including any Public Acquisition Costs (the "Eligible Facilities") and/or (ii) to pay the Development Impact Fees assessed to the Project and Development Impact Fees (the "Eligible Fees") (collectively the Eligible Facilities /Fees"). CITY also agrees that, to the extent any such Financing District is formed and sells bonds in order to finance such Eligible Facilities/Fees, that DEVELOPER may be reimbursed to the extent that DEVELOPER spends funds or dedicates land for the

establishment of the Eligible Facilities/Fees or other public facilities. Without limiting the foregoing, DEVELOPER has or shall petition the CITY to form Mello Roos Community Facilities Districts (each a "CFD District") pursuant to Government Code Section 53319 for the purpose of financing (i) the CFD District's acquisition of public improvements to be constructed and dedicated by DEVELOPER for the Project and (ii) any other Eligible Facilities/Fees, whereupon the CITY shall consider the adoption of a Resolution of Intent to form the CFD District (the "ROI"). The boundaries of the CFD District shall be within the boundaries of the Property. The CFD District's special tax rate for any single family residential unit constructed in the Project shall not exceed the amounts set forth in the CITY's then applicable community facilities district policies. The CITY shall diligently proceed to notice a public hearing pursuant to Government Code Section 53322 to consider the formation and approval of each CFD District subject to, and in accordance with, the requirements of the Mello Roos Community Facilities Act of 1982, as amended. Nothing herein shall be deemed a commitment by the CITY to adopt any resolutions to form any such CFD District or issue such bonds, it being understood and agreed that such adoption, approval and issuance are legislative acts within the unencumbered discretion of the CITY council."

4. Term Limiting Adaption of New Development Impact Fees. Section 3.6.1(d) of the Agreement is amended to change the reference to the time period limiting the adoption of new Development Impact Fees from "the entire Agreement Term, inclusive of all extensions thereof," as "Agreement Term" is defined in the First Amendment to "the entire Agreement Term, inclusive of all extensions thereof," as "Agreement Term" is defined in this Second Amendment.
5. Exhibits. The following Exhibits are deleted and replaced by the Exhibits attached to this Second Amendment: Exhibits B, E, E-1, E-2, F, F-1, K and L.
6. Integration. This Second Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Second Amendment, the provisions of the Agreement shall govern the conduct of the parties. To the extent this Second Amendment conflicts with the Agreement, this Second Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Agreement.

SIGNATURES FOLLOW IMMEDIATELY ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below and this Second Amendment shall be effective on the date that the ordinance adopting this Agreement becomes effective. The term "Effective Date" as used in this Second Amendment means the date that the ordinance adopting this Agreement becomes effective.

"CITY"

CITY OF FONTANA

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

City Clerk, Fontana

City Manager

Deputy City Manager

APPROVED AS TO LEGAL FORM:

BEST, BEST AND KREIGER

By:
City Attorney

"DEVELOPER"

NORTH FONTANA INVESTMENT COMPANY,
LLC,
a Delaware limited liability company

By: LC NORTH FONTANA, LLC
a Delaware limited liability company
Its Member

By: LEWIS MANAGEMENT CORP.,
a California corporation
Its Sole Manager

By: _____
Name: _____
Its: _____
Dated: _____

By: YH SUMMIT LLC
a California limited liability company
Its Member

By: YOUNG HOMES
a California corporation
Its Manager

By: _____
Name: _____
Its: _____
Dated: _____

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

)
) ss:

COUNTY OF _____)

On _____, 20____, before me, _____ a 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.

[SEAL]

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

)
) ss:

COUNTY OF _____)

On _____, 20____, before me, _____ a 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.

[SEAL]

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

)
)
ss:

COUNTY OF _____

On _____, 20____, before me, _____ a 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.

[SEAL]

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

)
)
ss:

COUNTY OF _____

On _____, 20____, before me, _____ a 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.

[SEAL]

EXHIBIT "B"
TO ARBORETUM DEVELOPMENT AGREEMENT

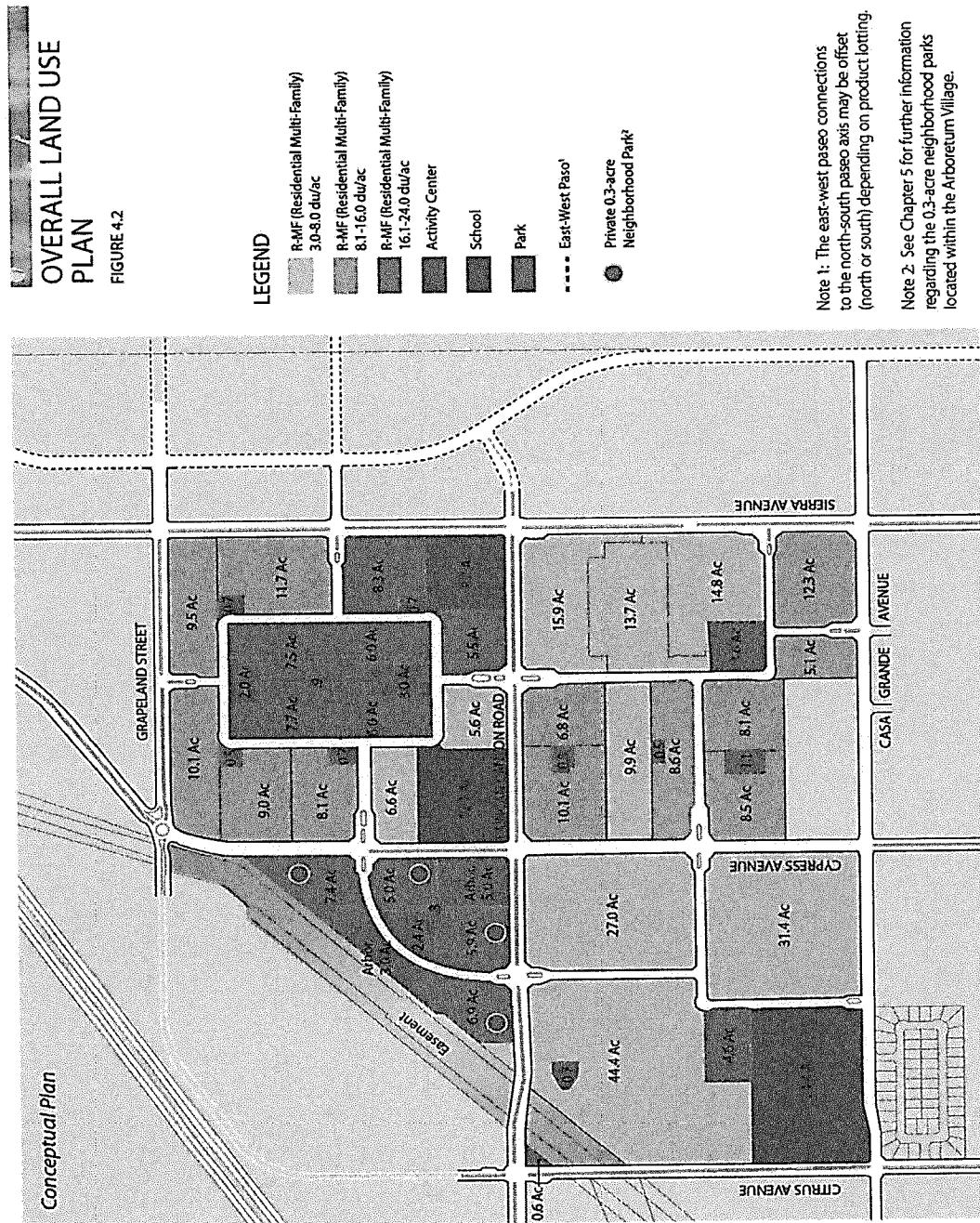


EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

The Meadows						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	LDR	30.3	Single Family Detached 4,000-5,500sf		259	259
2	LDR	28.2	Single Family Detached 5,500-6,000sf		128	128
3	LDR	21.5	Single Family Detached 4,000-4,500sf		198	198
		80.0		0	585	585

***Description of area used for Flood Control:**

Facilities Fee:

Total Adjusted Gross Acreage per SP 413.2

Less K-8 School in The Meadows [NAP] and Elementary School in The Resort 36.5

Less Activity Center in The Resort [NAP] (Wright) 8.8

Less NAP in The Gardens (Lum) 9.9

Less NAP in The Resort (Baynosa) 3.4

Total Developer Gross Acreage 354.6

The Gardens						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	MDR	10.1	High Density Detached	100		100
2	MDR	6.8	Attached	98		98
3	MDR	8.6	High Density Detached	90		90
4	MDR	8.5	High Density Detached	85		85
5	MDR	8.1	High Density Detached	99		99
6	MDR	5.1	Attached	69		69
7	MDR	12.3	Single Family Detached 2,724sf		110	110
8	LDR	15.9	Single Family Detached 4,950sf		86	86
9	LDR	13.7	Single Family Detached 4,000sf		95	95
10	LDR	14.8	Single Family Detached 6,000sf		68	68
		103.9		541	359	900

Description of area used for Storm Drain

Facilities Fee:

Specific Plan Net Acreage 354.6

Parks -31.1

Arboretum SP w/out parks 323.5

Internal Streets (25%) -80.9

Arboretum Residential SD Acreage 242.6

Arboretum Park SD Acreage 31.1

Storm Drain Acreage 273.7

The Resort						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	MDR	6.7	High Density Detached	67		67
2	MDR	9.5	High Density Detached	95		95
3	MDR	11.7	High Density Detached	140		140
4	HDR	8.3	Attached	166		166
5	HDR	5.5	Attached	99		99
6	LDR	5.6	Single Family Detached 4,000sf		39	39
7	LDR	6.6	Single Family Detached 4,000sf		46	46
8	MDR	8.1	Attached	130		130
9	MDR	9.0	Attached	126		126
10	HDR	7.7	Attached	138		138
11	HDR	7.5	Attached	143		143
12	HDR	6.0	Attached	120		120
13	HDR	6.0	Attached	120		120
		98.2		1,314	85	1,429

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

The Arboretum						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	HDR	7.4	Attached	167		167
2	HDR	5.0	Attached	116		116
3	HDR	5.9	Attached	112		112
4	HDR	6.9	Attached	155		155
		25.2		550	0	550

Residential Acres			No. of Homes
Community Total:	307.3	Acres Net	2,435 1,029 3,461

A. POLICE FACILITIES IMPACT FEE

POLICE FACILITIES IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family ¹	1029	UNIT	\$ 472.00	\$ 485,688.00	
Residential, Multi Family ¹ (Note: MF Fee 0-2 Bedrooms \$448)	2,435	UNIT	\$ 472.00	\$ 1,149,320.00	
FAIR SHARE OBLIGATION				\$ 1,635,008.00	

B. LIBRARY FACILITIES IMPACT FEE

LIBRARY FEES	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 99.00	\$ 101,871.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms \$94)	2,435	UNIT	\$ 99.00	\$ 241,065.00	
FAIR SHARE OBLIGATION				\$ 342,936.00	

C. FIRE FACILITIES IMPACT FEE

FIRE FEES	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 164.00	\$ 168,756.00	
Residential, Multi Family	2,435	UNIT	\$ 164.00	\$ 399,340.00	
FAIR SHARE OBLIGATION				\$ 568,096.00	

D. SANITARY SEWAGE FACILITIES EXPANSION IMPACT FEE

[IEUA]

SANITARY SEWAGE FACILITY EXPANSION FEE*	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 6,955.00	\$ 7,156,695.00	
Residential, Multi Family	2,435	UNIT	\$ 6,955.00	\$ 16,935,425.00	
FAIR SHARE OBLIGATION				\$ 24,092,120.00	
EXTRA-TERRITORIAL SEWAGE FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family			TBD	TBD	
Residential, Multi Family			TBD	TBD	
FAIR SHARE OBLIGATION				TBD	

E. SAN BERNARDINO COUNTY FLOOD CONTROL IMPACT FEE

FLOOD CONTROL IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Total Project	354.6	AC	\$ 4,405.00	\$ 1,562,013.00	
FAIR SHARE OBLIGATION				\$ 1,562,013.00	

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

F. MULTIPLE SPECIES HABITAT CONSERVATION PLAN

MSHCP Mitigation Fee	QUANT.	UNIT	Fee	Total	Comment
Occupied Habitat	TBD	GROSS AC	\$ 10,350.00	TBD	
Mature RAFSS	TBD	GROSS AC	\$ 6,210.00	TBD	
RSS	TBD	GROSS AC	\$ 6,210.00	TBD	
Distrubred RAFSS	TBD	GROSS AC	\$ 6,210.00	TBD	
RAFSS with non-native grassland	TBD	GROSS AC	\$ 4,140.00	TBD	
Non-native grassland with RAFSS elements	TBD	GROSS AC	\$ 2,070.00	TBD	
Non-native grassland	TBD	GROSS AC	\$ 1,035.00	TBD	
FAIR SHARE OBLIGATION					TBD

G. SEWER CONNECTION IMPACT FEE

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 876.61	\$ 902,031.69	
Residential, Multi Family	2,435	UNIT	\$ 876.61	\$ 2,134,545.35	
Subtotal				\$ 3,036,577.04	
Total Construction Credit				\$ (3,511,779.30)	

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00	
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00	
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00	
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00	
60" Sewer Manhole					
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00	
Contingency 35%				\$ 910,461.30	
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30	

H. PUBLIC FACILITIES IMPACT FEE

PUBLIC FACILITIES FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 445.00	\$ 457,905.00	
Residential, Multi Family	2,435	UNIT	\$ 358.32	\$ 872,509.20	
FAIR SHARE OBLIGATION				\$ 1,330,414.20	

I. MUNICIPAL SERVICES IMPACT FEE

MUNICIPAL SERVICES FACILITIES FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 1,700.00	\$ 1,749,300.00	
Residential, Multi Family	2,435	UNIT	\$ 1,700.00	\$ 4,139,500.00	
FAIR SHARE OBLIGATION				\$ 5,888,800.00	

J. TRAFFIC/CIRCULATION IMPACT FEE

TRAFFIC/CIRCULATION IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 5,734.00	\$ 5,900,286.00	
Residential, Multi Family	2,435	UNIT	\$ 3,509.00	\$ 8,544,415.00	
Subtotal				\$ 14,444,701.00	
Arterial Construction Credits (49% of Circulation Fee)		49% of Circulation DIF	\$ (7,077,903.49)		
Interchange Component Credit (51% of Circulation Fee)		10% of Circulation DIF	\$ (1,569,860.58)		
Total Circulation Construction Fee Credits				\$ (8,647,764.07)	
FAIR SHARE OBLIGATION				\$ 5,796,936.93	
Residential, Single Family	1,029	41%	\$ 2,301.16	\$ 2,367,898.50	
Residential, Multi Family	2,435	59%	\$ 1,408.23	\$ 3,429,038.43	

Note: Circulation Fee for Tr. 19960 et al, 19961 et al, and 19962 et al (Mendous Village) is \$1750.08 per SF DU. True Up Payment Addressed herein.

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>Casa Grande</u>					
Excavation	0	CY	\$ 6.00	\$ -	By Gabion Ranch
Remove Exist. AC	0	SF	\$ 1.25	\$ -	
6.5" A.C. Pavement	0	TONS	\$ 95.00	\$ -	
Sidewalk	14,280	SF	\$ 4.75	\$ 67,830.00	
Sleeves	0	LF	\$ 15.00	\$ -	
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00	
Adjust Manhole to Grade	0	EA	\$ 800.00	\$ -	
TOTAL CASA GRANDE				\$ 807,100.00	
<u>Sierra Avenue</u>					
Excavation	3,709	CY	\$ 6.00	\$ 22,256.16	
Remove Exist. AC	143,580	SF	\$ 0.45	\$ 64,611.00	
6.5" A.C. Pavement	10,414	TONS	\$ 95.00	\$ 989,330.00	
8" PCC Curb Only	4,770	LF	\$ 20.00	\$ 95,400.00	
8" PCC Curb and Gutter	640	LF	\$ 16.50	\$ 10,560.00	
Sidewalk	4,120	SF	\$ 4.75	\$ 19,570.00	
Sleeves	1,200	LF	\$ 15.00	\$ 18,000.00	
Traffic Signal [Grapeland/Segovia, Duncan Canyon]	2	EA	\$ 350,000.00	\$ 700,000.00	
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00	
Adjust Manhole to Grade	23	EA	\$ 800.00	\$ 18,400.00	
TOTAL SIERRA AVENUE				\$ 2,030,527.16	
<u>Duncan Canyon</u>					
Excavation	3,715	CY	\$ 6.00	\$ 22,289.88	
Remove Exist. AC	11,950	SF	\$ 0.45	\$ 5,377.50	
6.5" A.C. Pavement	8,142	TONS	\$ 95.00	\$ 773,490.00	
8" PCC Curb Only	9,953	LF	\$ 20.00	\$ 199,060.00	
8" PCC Curb and Gutter	1,564	LF	\$ 16.50	\$ 25,806.00	
Sidewalk	9,384	SF	\$ 4.75	\$ 44,574.00	
Sleeves	2,980	LF	\$ 15.00	\$ 44,700.00	
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00	
Signal Interconnect (6-Pack w/96 Strand Fiber)	5,280	LF	\$ 35.00	\$ 184,800.00	
Adjust Manhole to Grade	28	EA	\$ 800.00	\$ 22,400.00	
TOTAL DUNCAN CANYON				\$ 1,022,497.38	
<u>Citrus Avenue</u>					
Excavation	1,560	CY	\$ 6.00	\$ 9,359.40	
Remove Exist. AC	54,890	SF	\$ 0.45	\$ 24,700.50	
6.5" A.C. Pavement	2,426	TONS	\$ 95.00	\$ 230,470.00	
8" PCC Curb Only	2,325	LF	\$ 20.00	\$ 46,500.00	
Sleeves	480	LF	\$ 15.00	\$ 7,200.00	
Traffic Signal		EA	\$ 400,000.00	\$ -	
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00	
TOTAL CITRUS AVENUE				\$ 421,029.90	
<u>Cypress Avenue</u>					
Excavation	1,249	CY	\$ 6.00	\$ 7,491.72	
Remove Exist. AC	0	SF	\$ 1.25	\$ -	
6.5" A.C. Pavement	8,038	TONS	\$ 95.00	\$ 763,610.00	
8" PCC Curb and Gutter	1,370	LF	\$ 16.50	\$ 22,605.00	
Sidewalk	8,240	SF	\$ 4.75	\$ 39,140.00	
Sleeves	1,010	LF	\$ 15.00	\$ 15,150.00	
Traffic Signal	0	EA	\$ 400,000.00	\$ -	
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00	
TOTAL CYPRESS AVENUE				\$ 1,068,996.72	
Subtotal - Casa Grande, Sierra Ave, Duncan Canyon, Citrus Avenue, Cypress Ave				\$ 6,350,151.16	
Adjustment for Meadows Improvements at Citrus/Casa Grande & Cypress/Casa Grande Intersections				\$ 55,600.00	
Contingency (3%)				\$ 2,242,012.91	
PROJECT CIRCULATION CONSTRUCTION COMPONENTS				\$ 8,647,764.07	

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

K. MEDIAN LANDSCAPE FEE

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	Fee	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 279.00	\$ 287,091.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,435	UNIT	\$ 279.00	\$ 679,365.00	
Subtotal				\$ 966,456.00	
Total Construction Credit				\$ (2,126,312.10)	
 FAIR SHARE OBLIGATION				\$ (1,159,856.10)	
Residential, Single Family	1029	30%	\$ (334.83)	\$ (344,541.55)	
Residential, Multi Family	2,435	70%	\$ (334.83)	\$ (815,314.55)	
 MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	Fee	TOTAL	COMMENT
Median Landscaping [Duncan Canyon, Citrus, Cypress, Sierra]*	143,186	SF	\$ 11.00	\$ 1,575,046.00	
Subtotal				\$ 1,575,046.00	
Contingency 35%				\$ 551,266.10	
<small>*Duncan Canyon (Citrus to Sierra); Citrus (between Tr. 16876-1 and Duncan Canyon); Cypress (Duncan Canyon to Grapeland); Sierra (Duncan Canyon to Grapeland)</small>					
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10	

L. PARK DEVELOPMENT FEE

PARK DEVELOPMENT FEE	QUANT.	UNIT	Fee	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 6,500.00	\$ 6,688,500.00	
Residential, Multi Family	2,435	UNIT	\$ 5,981.70	\$ 14,565,439.50	
Subtotal				\$ 21,253,939.50	
Total Construction Credit				\$ (24,625,728.85)	
 FAIR SHARE OBLIGATION				\$ (3,371,789.35)	
Residential, Single Family	1029	31%	\$ (1,031.18)	\$ (1,061,083.90)	
Residential, Multi Family	2,435	69%	\$ (948.96)	\$ (2,310,705.45)	

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>Improvements for The Arboretum Park (10.7-AC)</u>					
Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	
Clearing & Grubbing	10.7	AC	\$ 5,000.00	\$ 53,500.00	
Excavation	44,000	CY	\$ 2.50	\$ 110,000.00	
Est. 12" to 18" PVC Drain System	4,000	LF	\$ 24.00	\$ 96,000.00	
Arboretum Park Hard/Softscape costs per SiteScapes Est. dated 6/12/08	1	LS	\$ 11,176,632.00	\$ 11,176,632.00	
[Amenities include: Picnic Area w/ BBQs, Community Garden, Children's Play Park, Central Plaza w/ Fountain, etc.]					
SWPPP	1	EA	\$ 20,000.00	\$ 20,000.00	
Subtotal				\$ 11,606,132.00	

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>Improvements for The Meadows Park (4.6-AC)</u>					
Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	
Clearing & Grubbing	4.7	AC	\$ 5,000.00	\$ 23,500.00	
Excavation	23,000	CY	\$ 2.50	\$ 57,500.00	
Est. 6" to 12" PVC Drain System	1	LS	\$ 75,000.00	\$ 75,000.00	
The Meadows Park Hard/Softscape costs per SiteScapes Est. dated June 2016	1	LS	\$ 3,735,255.00	\$ 3,735,255.00	
[Amenities include: Central Pavilion Shade Structure, Themed Children's Play Area, 2 Half-court Basketball Courts, etc.]					
SWPPP	1	EA	\$ 10,000.00	\$ 10,000.00	
Subtotal				\$ 4,001,255.00	

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

PARK CONSTRUCTION CREDITS						
<u>Improvements for Meadows Pocket Park (.7-AC)</u>						
Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00		
Cleaning & Grubbing	0.7	AC	\$ 5,000.00	\$ 3,500.00		
Excavation	3,400	CY	\$ 2.50	\$ 8,500.00		
Est. 6" to 12" PVC Drain System	1	LS	\$ 15,000.00	\$ 15,000.00		
The Meadows Pocket Park Hard/Softscape costs per Site: capes Est. dated June 2016	1	LS	\$ 888,304.00	\$ 888,304.00		
[Amenities include: Tot Lot, Outdoor Picnic Area with BBQs, Shade Structures, and Community Orchard]						
SWPPP	1	EA	\$ 4,000.00	\$ 4,000.00		
Subtotal					\$ 959,304.00	
Subtotal - Arboretum Park, Meadows Park, and Meadows Pocket Park					\$ 16,566,691.00	
Contingency 35%					\$ 5,798,341.85	
Total Park Improvements					\$ 21,405,728.85	
Park Land Cost(Raw Land)	16.1	AC	\$ 200,000.00	\$ 3,220,000.00		
PARK CONSTRUCTION CREDITS					\$ 24,625,728.85	

M. STORM DRAINAGE FACILITIES FEE

STORM DRAINAGE	QUANT.	UNIT	FEES	TOTAL	COMMENT
Arboretum SP Park	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50	
	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80	
Subtotal	273.73			\$ 5,580,705.30	
Total Construction Credits				\$ (13,661,885.25)	
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)	
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)	

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>MASTER PLAN DRAIN SYSTEM</u>					
30" RCP	885	LF	\$ 130.00	\$ 115,050.00	
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00	
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00	
60" RCP	940	LF	\$ 299.00	\$ 281,060.00	
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00	
72" RCP	300	LF	\$ 387.00	\$ 116,100.00	
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00	
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00	
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00	
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00	
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00	
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00	
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00	
Subtotal				\$ 10,119,915.00	
Contingency 35%				\$ 3,541,970.25	
SD CONSTRUCTION CREDITS				\$ 13,661,885.25	

¹The Single-Family DIF is charged when an individual lot is created and will be transferred to a third-party homebuyer in Fee Simple Absolute

²The Multi-Family DIF is charged when a condominium lot is created and transferred to a third-party homebuyer.

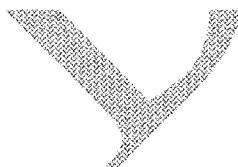


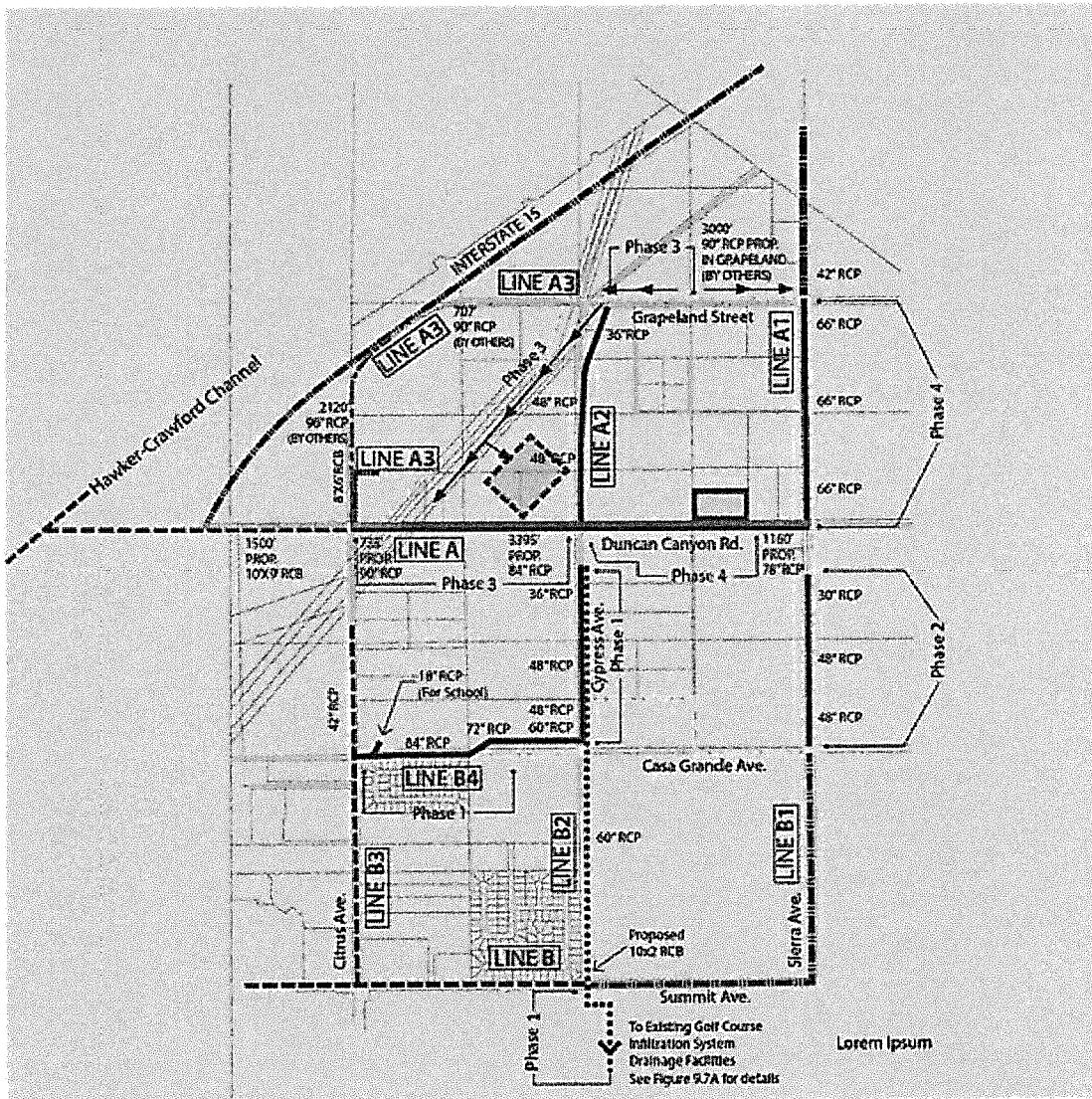
EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT
Public Improvement Phasing Schedule

DRAINAGE PLAN AND PHASING

FIGURE 9.6

LEGEND

- Existing Storm Facilities
- Drainage Facilities by Others
- Proposed Drainage Facilities
- Proposed Offsite Drainage Facilities
- Temporary Drainage Swale
- Facility Size/Type
- Existing Temporary Detention Basin
- Phase 2 Temporary Detention Basins
- Phase 1 and 3 Temporary Detention Basin (ultimately to be a proposed park/WQMP basin)
- 1160' PROP. 78"RCP
- 3395' PROP. 84"RCP
- 735' PROP. 90"RCP
- 1500' PROP. 10X9"RCP
- 2120' 96"RCP (BY OTHERS)
- 707' 90"RCP (BY OTHERS)
- 3000' 90"RCP PROP. IN GRAPELAND (BY OTHERS)

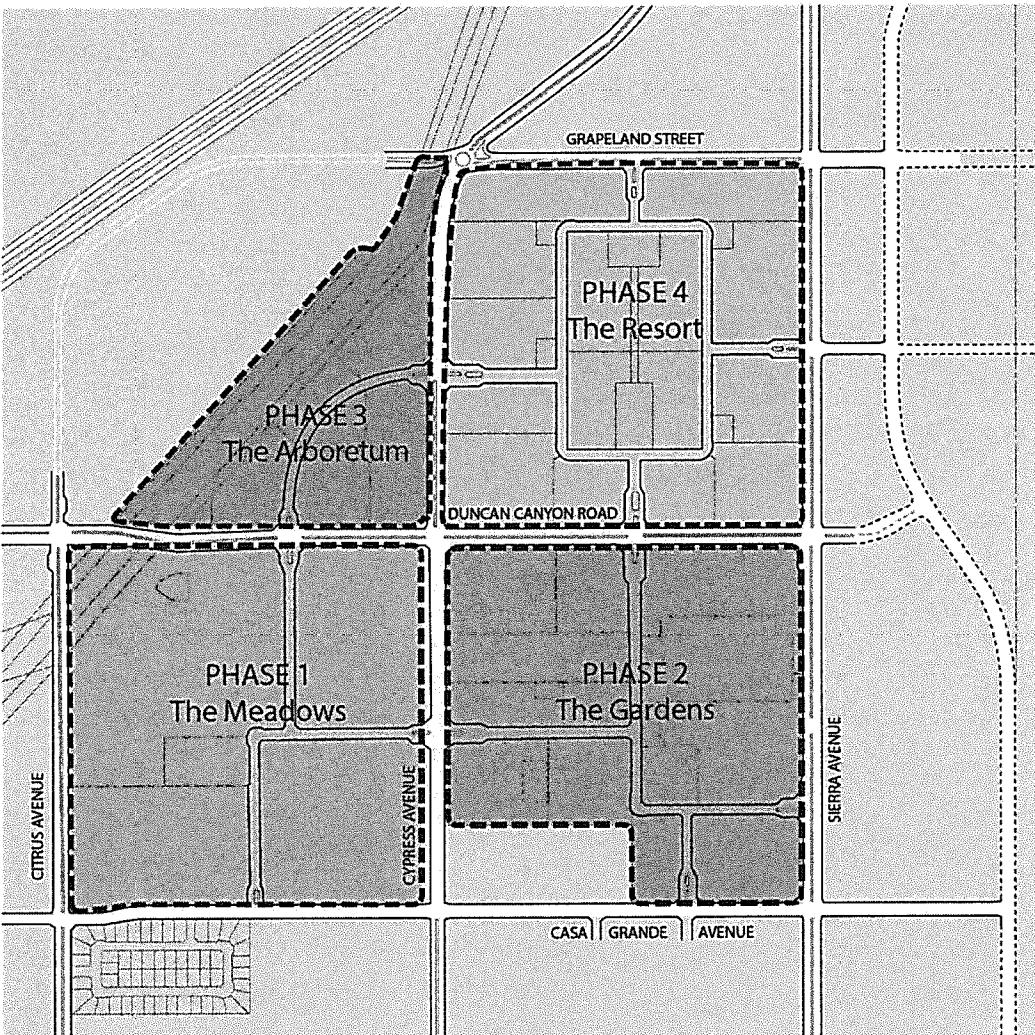


**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Public Improvement Phasing Schedule

PHASING PLAN

FIGURE 9.1



**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

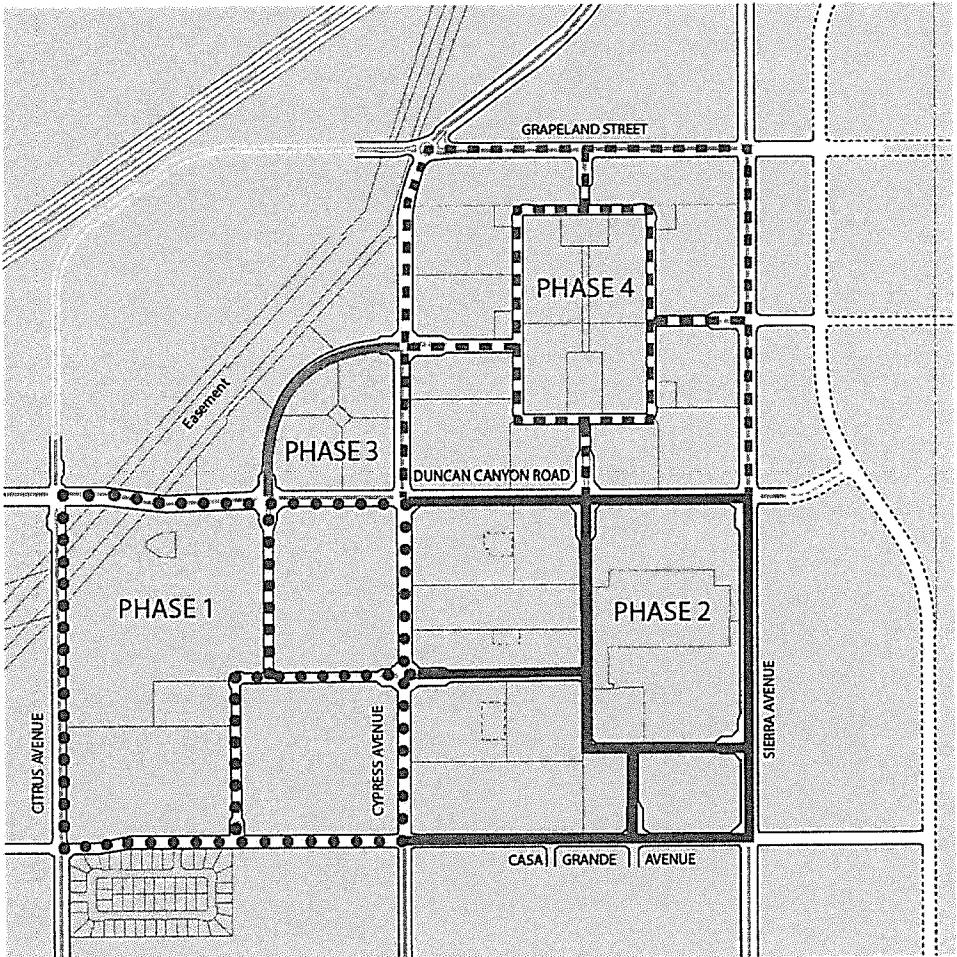
Public Improvement Phasing Schedule

**CIRCULATION
PHASING PLAN**

FIGURE 9.2

LEGEND

- ● ● Phase 1
- Phase 2
- Phase 3*
- Phase 4



*When required by Section 9.5.6 Public and Private Parks.

Note: Cypress and Duncan Cyn are built in half-width increments in conjunction with the Phase.



**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Public Improvement Phasing Schedule

CIRCULATION / LANDSCAPING

Circulation/Landscaping Requirements

Casa Grande: Developer will construct north-half improvements on Casa Grande along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will install landscape improvements within the Owner Frontage only along the north side of ROW.

Citrus Avenue: Developer will construct east-half improvements, landscape median, plus one traffic lane on Citrus Ave along the Frontage. Developer will install landscape improvements within the Owner Frontage only along the east side of Citrus Avenue.

Cypress Avenue: Developer will construct full-width improvements and landscape median (north of Duncan Canyon Road) on Cypress Avenue along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscaping improvements within the Owner Frontage only.

Duncan Canyon: Developer will construct full-width improvements and landscape median on Duncan Canyon along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscaping improvements within the Owner Frontage only.

Sierra Avenue: Developer will construct west-half improvements, landscape median between Duncan Canyon Road and Grapeland Street, plus one traffic lane on Sierra Avenue along the frontage. Developer will receive fee credits for improvements installed fronting areas other than the Owner Frontage. Developer will install landscape improvements within the Owner Frontage only along the west side of Sierra Avenue.

Grapeland Avenue: Developer will construct half-width improvements on Grapeland Avenue along the Owner Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscape improvements within the Owner Frontage only.

Landscape improvements fronting each project tract shall be substantially completed when 50% of the building permits have been issued for each tract.

**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

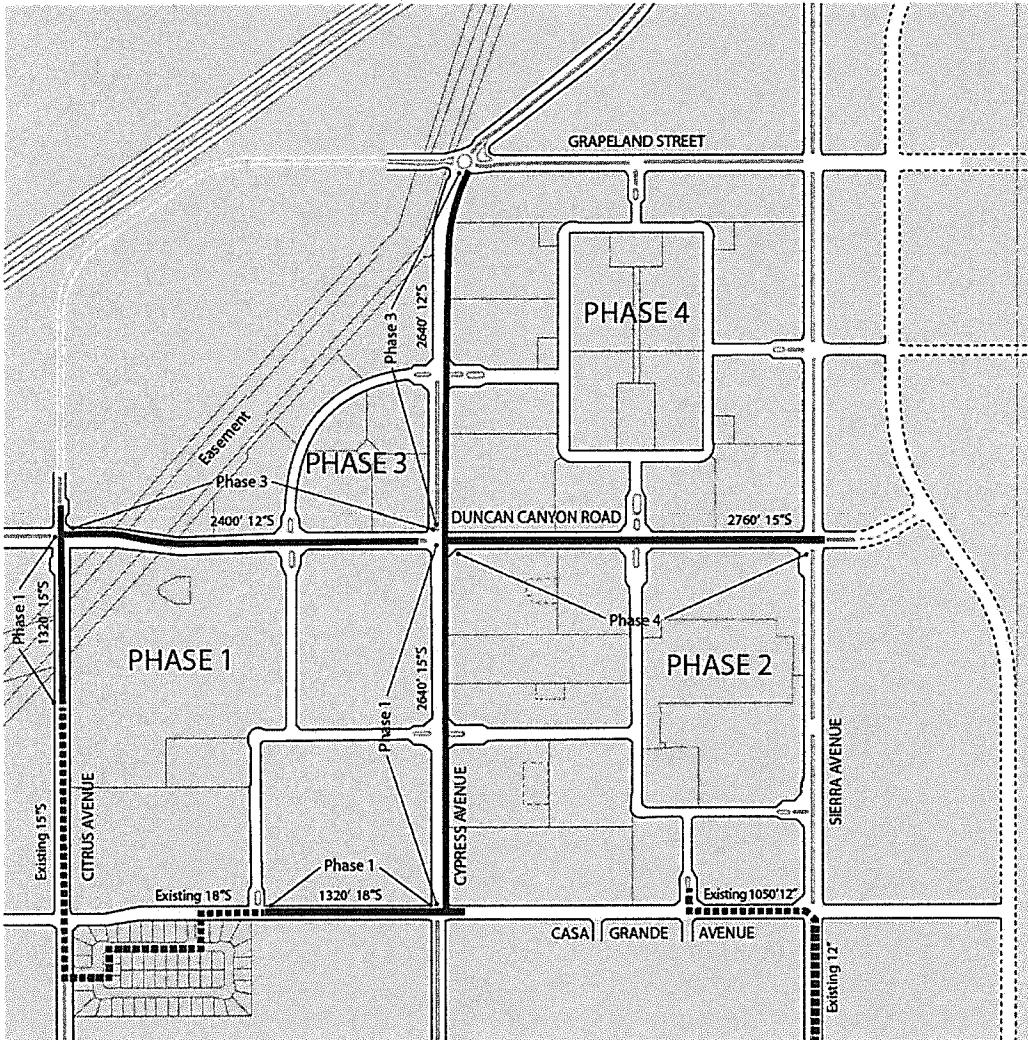
Public Improvement Phasing Schedule

**MASTER PLAN OF
SEWER**

FIGURE 9.5

LEGEND

- Existing Sewer Facilities
- Proposed Sewer Facilities



**EXHIBIT "E-2"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Circulation Fee Credit Components

Developer Circulation Impact Fee of \$14,444,701 is broken down into two sub-fee categories, interchange and arterial. The interchange fee is 51% of the total fee or \$7,366,797.51 and the arterial fee is equal to the remaining 49% or \$7,077,903.49.

The Developer costs to construct street improvements over and above what is required by the project are estimated at \$8,647,764.07. These costs are based on improvements to portions of the following Nexus Study Projects: Sierra Avenue, Duncan Canyon Road, Cypress Avenue, Casa Grande Avenue and Citrus Avenue.

Fee credits for these improvements will be based on the following:

Arterial Component Credits	\$7,077,903.49
Interchange Component Credits	\$1,569,860.58**
Total Fee Credits	\$8,647,764.07

**Because the costs of the road improvements exceed the Developer fee obligation for the arterial Component Credits, \$1,569,860.58 will be credited from the Interchange Component Credits. Measure I reimbursement for these improvements constructed by the Developer shall be paid directly to the City and deposited into the Interchange Mitigation account.

EXHIBIT "F"
TO ARBORETUM DEVELOPMENT AGREEMENT

Project Public and Private Parks Phasing Schedule

Project Public and Private Parks Phasing Schedule

Village	Park	Building Permit^{1 2}
Meadows Village	1 st Community Park (Corner Statement)	133 ⁴
Up to 15 Du/Ac	2 nd Community Park (Oak Grove Park formerly Meadows Park)	375
	3 rd Community Park (Valley Oak Park)	250 ⁴
Gardens Village	1 st Private Park	50% of permits ⁵
Up to 24 Du/Ac	Community Park	350
	2 nd Private Park	50% of permits ⁵
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Resort Village	1 st Private Park	50% of permits ⁵
Up to 20 Du/Ac	Primary Rec Center	417
	2 nd Private Park	50% of permits ⁵
	Secondary Rec Center	1000
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Arboretum Village	1 st Private Park	50% of permits ⁵
Up to 24 Du/Ac	2 nd Private Park	50% of permits ⁵
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Arboretum Public Park completion by issuance of 50% of building permits within the Arboretum Village.		

Community gardens as identified in the Specific Plan may be located within private or community parks and shall be substantially completed by the issuance of the building permit thresholds for private parks in each village (i.e., the first, second, and third community gardens will be substantially complete by the 133rd, 357th, and 500th building permit respectively in the Meadows Village). The Arboretum Village will provide community gardens within the Arboretum Park therefore all required community gardens shall be substantially complete per the Arboretum Park schedule defined above.

¹ Building permits means total permits issued within designated Village only, not overall Project permits.

² Building Permit milestone requirements means that the designated park improvements must be Substantially Completed by that milestone.

³ Not Used

⁴ Building permits within PA1 at Meadows Village (Tract 19960).

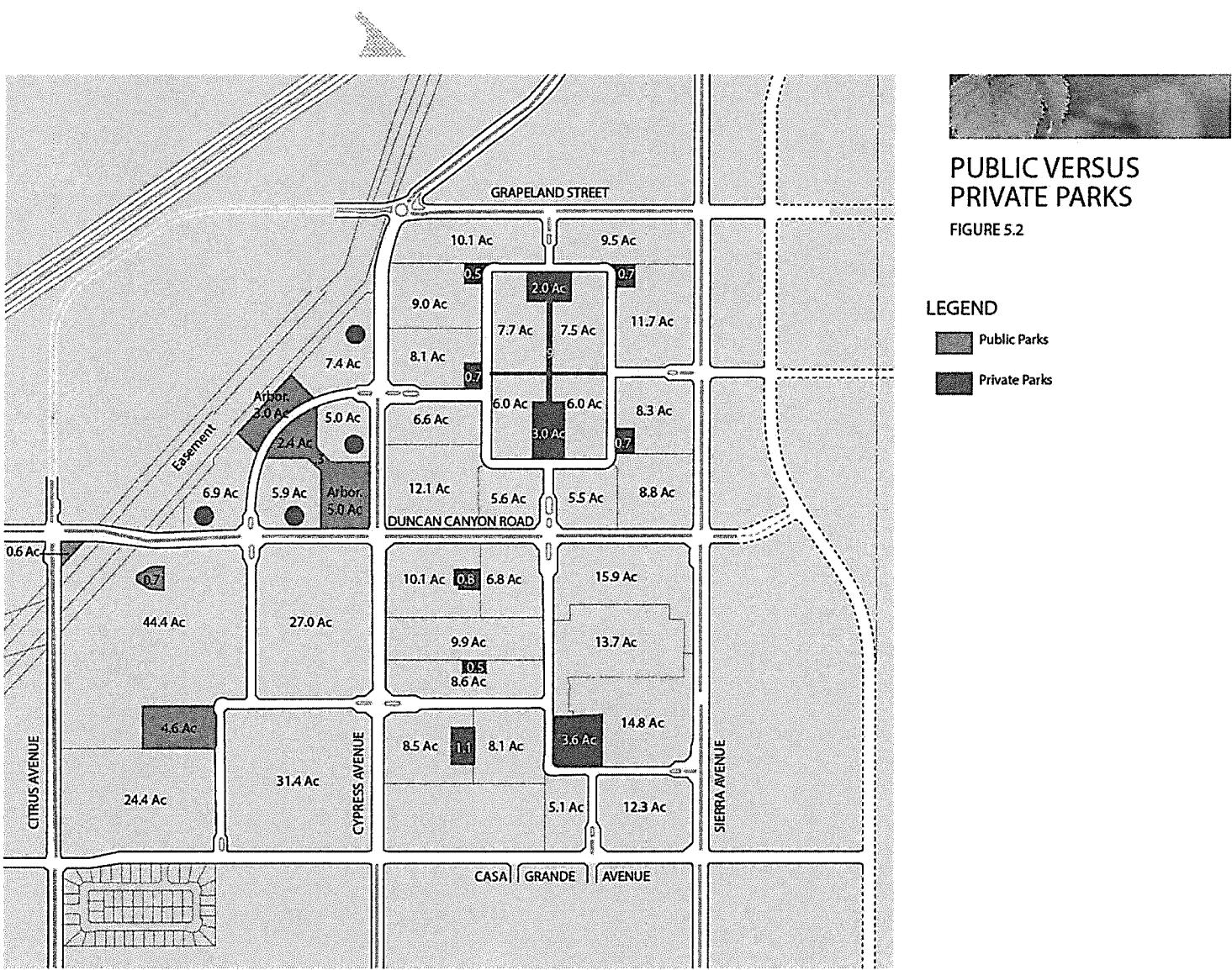
⁵ Parks shall be constructed by the time 50% of the building permits are issued within the respective Planning Area.

EXHIBIT "F-1"
TO ARBORETUM DEVELOPMENT AGREEMENT

Map of Public and Private Parks

PUBLIC VERSUS PRIVATE PARKS

FIGURE 5.2



**EXHIBIT "K"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Pass Through Fee Schedule¹

San Bernardino Flood Control

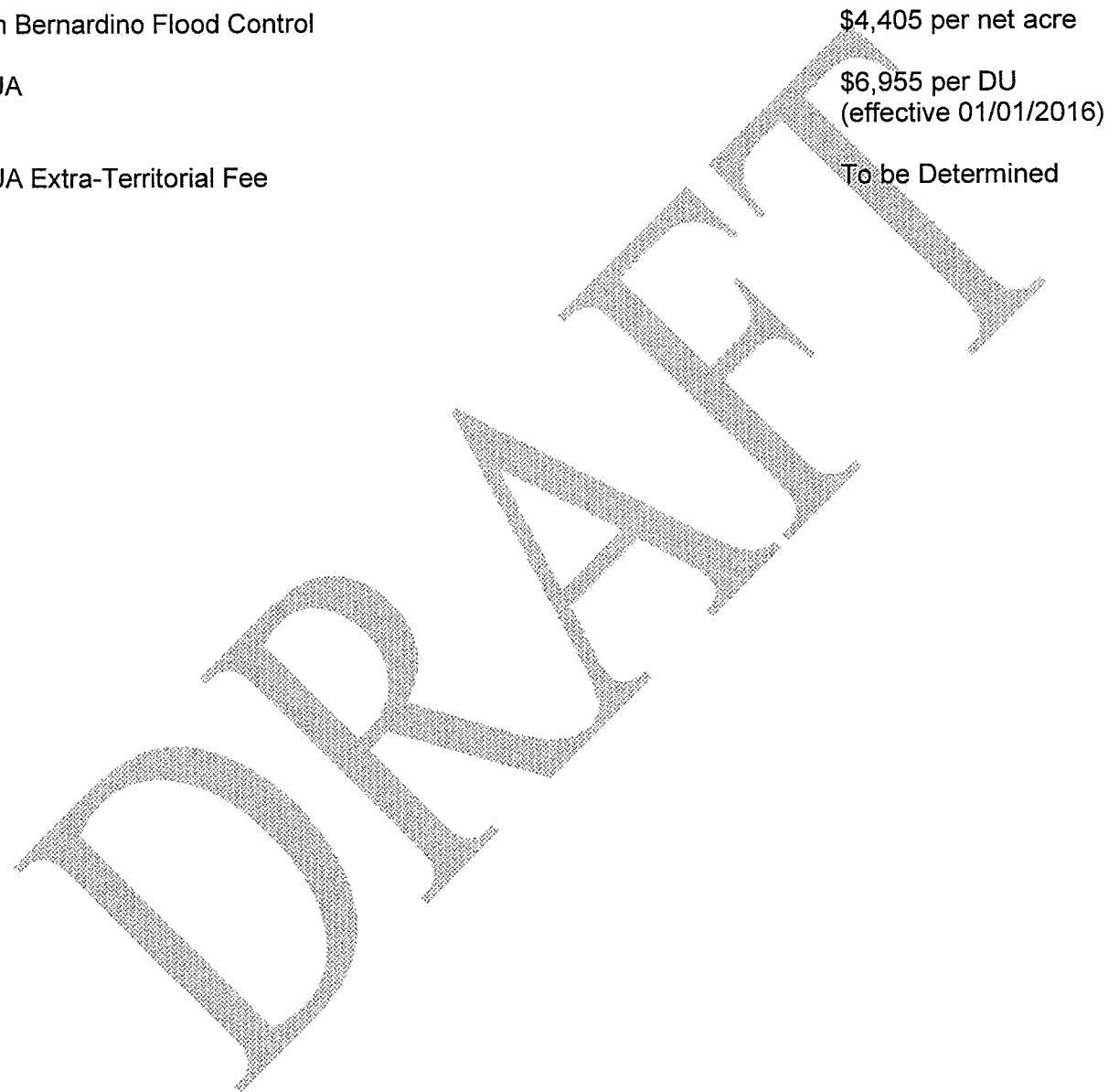
\$4,405 per net acre

IEUA

\$6,955 per DU
(effective 01/01/2016)

IEUA Extra-Territorial Fee

To be Determined



¹Subject to change, based on pass through requirements.

EXHIBIT "L"
TO ARBORETUM DEVELOPMENT AGREEMENT
Arboretum Fee Schedule

[As of Effective Date of Second Amendment to Development Agreement]

Program	Arboretum Fee Schedule	
UNITS	1,029	2,435
SFD	0	MF
Park fees	0	0
Public facilities impact fee	445	358
Library impact fee	99	99
Police impact fee	472	472
Fire facilities	164	164
Circulation impact fee (Meadows Village Tr. 19960 et al, 19961 et al, 19962 et al) (Gardens, Resort and Arboretum Villages)	1,750 2,301	1,071 1,408
Median landscape impact	0	0
Municipal services	1,700	1,700
IEUA facility expansion****	6,955	6,955
IEUA extra-territorial sewage fee**	TBD	TBD
MSHCP Fee***	TBD	TBD
Storm Drain	0	0
Flood control fee*	786	285

*Flood Control Fee is an estimate. Final pass thru fee will be based on map submittals.

**IEUA pass through fees will be subject to the fee amount at the time of submittals.

***MSHCP Mitigation Fee

**** IEUA pass through fees will be subject to the fee amount at the time of submittals.

Program	UNIT	FEE	TOTAL
Occupied Habitat ac/gross	ac/gross	\$10,350.00	TBD
Mature RAFSS	ac/gross	\$ 6,210.00	TBD
RSS	ac/gross	\$ 6,210.00	TBD
Disturbed RAFSS	ac/gross	\$ 6,210.00	TBD
RAFSS with non-native grassland	ac/gross	\$ 4,140.00	TBD
Non-native grassland with RAFSS elements	ac/gross	\$ 2,070.00	TBD
Non-native grassland	ac/gross	\$ 1,035.00	TBD
Total			TBD

Multiple Species Habitat Program (MSHCP) fee shall be determined subject to the requirements

of the MSHCP Ordinance # 1464 (Policy) and Resolution # 204-190 (Mitigation Fee).

NOTICE OF DETERMINATION

TO: County Clerk, County of
San Bernardino

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

Office of Planning and Research

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

Project Title: Master Case No. 20-096, Specific Plan Amendment No. 20-005
Development Agreement Amendment No. 20-003, Tentative Tract Map No. 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No's. 20-035, 20-036, 20-037 and 20-038

State Clearinghouse Number: SCH 2006071109 for the Arboretum Specific Plan (EIR)

Project Applicant: Stacey Sassaman-North Fontana Investment Company, LLC
1156 N. Mountain Avenue
Upland, CA 91786

Project Location: The proposed project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan. (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

Project Description: The project is a proposed specific plan amendment to allow for a density transfer from within the Gardens Village Planning Area and the introduction of two (2) new housing products to the Arboretum Specific Plan. Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54 that will be subdivided to create lots for THE development of residential units. Design Review No.'s 20-035, 20-036, 20-037 and 20-038, are site and architectural review requests of 278 residential units and an approximate 6,610 square foot Fitness Center/Clubhouse and Community Park.

This is to advise that the City of Fontana approved the above described project on July 2, 2019 and has made the following determinations:

1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
- The project was described in and fully discussed and analyzed in the Final Environmental Impact Report adopted by the City Council on September 23, 2009
3. Mitigation measures were not made a condition of the approval of the project.
4. A Statement of Overriding Considerations was not adopted for this project.
5. Findings 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 Final Environmental Impact Report are specified as follows:

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

ATTACHMENT NO. 13
ATTACHMENT NO. 4

Date Received for Filing

Dawn Rowe
Senior Planner

PUBLIC HEARING

Due to the evolving situation with the COVID-19 Novel Coronavirus and the health recommendations for social distancing from the Centers for Disease Control (CDC)

**THE CITY OF FONTANA PLANNING COMMISSION MEETING OF
MAY 4, 2021 AT 6:00 PM
SHALL BE AVAILABLE TO THE PUBLIC REMOTELY.**

The public is encouraged to watch and participate from the safety of their home while practicing social distancing.

The meeting can be viewed:
On Local Cable: KFON Channel 3
Streaming Online: live.fontana.org

To speak during the meeting, you must register at live.fontana.org/RegisterPlanning. Once registered, you will be emailed the call-in information. This registration form will be available after the Agenda is posted publicly.

Members of the public must call in at 6:00 p.m. to speak during the meeting.

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

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

Master Case No. 20-096, Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024, Design Review No.'s 20-035, 20-036, 20-037, and 20-038

The project is a proposed specific plan amendment to allow for a density transfer from within the Gardens Village Planning Area and the introduction of two (2) new housing products to the Arboretum Specific Plan. Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54. that will be subdivided to create lots for development of residential units. Design Review No.'s 20-035, 20-036, 20-037 and 20-038, are site and architectural review requests of 278 residential units and an approximate 6,610 square foot Fitness Center and Community Park.

Environmental Determination: Pursuant to the Initial Study (IS) prepared for the Arboretum Specific Plan, a Final EIR (SCH No. 2006071109) was prepared for the project and was certified by the City Council on September 23, 2009. Based on CEQA Guidelines, Sections 15162 through 15164 et seq, and Section 8.10 of the City of Fontana's 2019 local CEQA Guidelines, staff has determined that the previously certified Final EIR has adequately identified the impacts associated with Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative

Parcel Map 20-024, Design Review No.'s 20-035, No. 20-036, No. 20-037, and 20-038, and no previously reviewed impact areas have changed; a Notice of Determination is determined to be adequate for this project and has been prepared for the Planning Commission's consideration.

Location of Property: The proposed project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

Date of Hearing: May 4, 2021

Place of Hearing: Remotely via Local Cable: KFON Channel 3 and Streaming Online:
<https://fontanaca.swagit.com/live>

Time of Hearing: 6:00 pm

Should you have any questions concerning this project, please contact Dawn Rowe, **Senior Planner**, at (909) 350-6694 or by email at drowe@fontana.org

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

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

Publish: April 23, 2021

Planning Commission Meeting Minutes of May 4, 2021

PUBLIC HEARING ITEM D:

D. Master Case No. 21-002; Tentative Parcel Map No. 20354 (TPM No. 21-001); Conditional Use Permit No. 21-001; Administrative Site Plan No. 21-002 - A request to review and approve a Tentative Parcel Map as a proposal to consolidate twenty (20) parcels into three (3) parcels for the development of a tractor-trailer parking lot; a Conditional Use Permit as a proposal to establish the use of a "Tractor-Trailer Parking Lot" for tractor-trailer parking, stacking, and queuing on the proposed project site; and an Administrative Site Plan as the site and architectural review of the 29.2 adjusted gross acre site to include the establishment of a tractor-trailer parking lot, two (2) break room facilities and two (2) guard shacks.

Chairperson Fort opened Public Hearing Item D.

Senior Planner Dawn Rowe provided the staff report.

Speaking on behalf of the Applicant, Stacy Sassaman, has read and agreed to the conditions of approval.

The Commission thanked the Applicant for bringing forward a nice project.

The following individuals spoke regarding the project:

Jasmine Cunningham requested this project be open to the public and to add bike lanes; she also asked that the commission be polite to her during her comment.

Ariana Aguilar spoke on the privacy of the residents on the westside of the project; and access from Sierra Avenue to the 210 FWY and 15 FWY not necessarily from residents, but from all those who are accessing the freeways. She also expressed her concern regarding the noise level.

Discussion took place regarding the different product types.

ACTION: A motion was made by Secretary Sanchez and seconded by Commissioner Gordon to approve Public Hearing Item "D" to adopt **Resolution PC No. 2021-023**. Motion passed by a vote of 5-0. (AYES: Fort, Sangha, Gordon, Sanchez, Thrasher; NOES: None; ABSTAIN: None) as follows:

1. Determine that the project has been reviewed under a previous Final Environmental Impact Report (State Clearing House No. (2006071109), pursuant to Section 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA and direct staff to file the Notice of Determination; and,
2. Adopt an Ordinance approving Specific Plan Amendment No. 20-003; and,
3. Approve Development Agreement Amendment No. 20-003; and,
4. Approve Tentative Tract Map No.'s 20-009 and 20-010; and,
5. Approve Tentative Parcel Map No. 20-024; and,
6. Approve Design Review No.'s 20-035, 20-036, 20-037 and 20-038.

The Arboretum
Specific Plan - Table of Revisions
1-Dec-20

Revision #	Page #	Section	Revision Description
1	Title Page		Change Amendment Date; Council, Planning Commission and Staff as warranted
2	2-3		Revise Graphic
3	2-4		Revise Graphic
4	4-3		Revise Graphic
5	4-4	4.5	Revise Total Number of PAs to reflect proposed Gardens layout/configuration
6	4-5	4.5.2, The Gardens	Increase Rec Center acreage and revise neighborhood park acreage accordingly. Update description of Arboretum Trail to account for relocation on Cypress and Duncan.
7	4-6	Table 4.1	Update acreages to reflect proposed Gardens layout/configuration
8	4-7		Revise Graphic
9	4-10	4.6.2	Update acreages to reflect proposed Gardens layout/configuration. Density revised from 7.7 to 8.1 DU/AC.
10	4-10	Table 4.3	Update acreages to reflect proposed Gardens layout/configuration.
11	4-14	Table 4.5	Reduce Density for PA A-3 to account for 30 unit density transfer to Gardens. Add "informational" note that will reference the density transfer.
12	4-15		Revise Graphic to account for reduced Density at PA A-3
13	5-3		Revise Graphic to reflect proposed Gardens layout/configuration
14	5-4		Revise Graphic to reflect proposed Gardens layout/configuration
15	5-5	5.1.1	Remove reference to shifting neighborhood parks. Change amenity list for .8-1.0 AC parks from imperative to optional. Otherwise, the language will conflict with the intent of the Specific Plan (requiring two pools at the Gardens Village).
16	5-10	5.1.3	Update amenity list to reflect proposed Rec Center Concept
17	5-11		Revise Graphic to reflect proposed conceptual layout
18	6-3		Revise Graphic to reflect proposed Gardens layout/configuration
19	6-7	6.1.5	Revise language to account for relocation of the trail at Gardens Village. Trail shifts from collector streets to Cypress and Duncan Cyn.
20	6-9		Revise Graphic to reflect proposed Gardens layout/configuration
21	6-22	6.1.6	Collector Streets at the Gardens to be publicly maintained.
22	6-23		Revise Graphic to reflect proposed Gardens layout/configuration
23	6-25		Revise Graphic to reflect proposed Gardens layout/configuration
24	6-51		Revise Graphic to reflect proposed Gardens layout/configuration
25	6-54		Revise Graphic to reflect proposed Gardens layout/configuration. Note Existing Walls.
26	7-9	7.2.1, Site Design	Note 5: Revise to allow guest parking on streets. Remove distance reference.
27	7-16	7.2.4	Add elevation styles: Farmhouse and American Traditional. Incorporate separate design sheets for each added style. Add note: Other styles may be permitted subject to Planning Commission approval.
28	7-37		Revise Graphic to reflect proposed Gardens layout/configuration. NAP parcel is a separate landscape district.
29	7-39 thru 7-42		Add new product types: TriPlex, Attached Townhome, 4-Pack Cluster, 6-Pack Cluster
30	8-4	8.2	Note 3: Remove reference to Parking, Signage, and Lighting. Those standards are included in the Specific Plan and do not necessarily revert to the Development Code.

31	8-4	8.2	Note 11: Revised to allow parking in driveways as overflow. The residents shall be required to first use their garage for parking.
32	8-6		Revise Graphic
33	8-7		Revise Graphic
34	8-9		Revise Graphic
35	8-14		Revise rear yard setback for traditional lots less than 4000 sf to 5' at its narrowest point. Allows for 12'x12' rear patio area.
36	8-15		Revise building separation between 1 or 2 Story to a 1 or 2 story from 20' to 18'
37	8-18		Remove Note
38	8-19		Correct parking requirement for parks. It should be based on total acreage of the park, not the total acreage of the PA in which the park is located.
39	8-20	Table 8.1	SF lots 4000 sf or less: Revise min. lot width from 35' to 33' (and from 35' to 30' on a curvilinear street). Front setback revised from 22' to 18.' This accommodates License product.
40	8-21		Revise rear yard setback for traditional lots less than 4000 sf to 5' at its narrowest point. Allows for 12'x12' rear patio area. Rear setback for R-MF 3.0-8.0 DU/AC and R-F 8.1-16.0 DU/AC revised from 10' to 8'. Interior sideyard R-MF 3.0-8.0 DU/AC from 5' to 3' (technically 3.5' per Building Code). Revise Building Separation to reflect Item 36 (above).
41	8-22		Delete Note 9. Guest parking is permissible on-street.
42	8-23		Revise Note 15. Product on 6000s should be constructable on 7000s.
43	9-3		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
44	9-4	9.2	Revise to account for the change in phasing order at Arboretum and Resort Villages
45	9-5		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
46	9-7		Revise Graphic to reflect proposed Gardens layout/configuration
47	9-8	9.4.1	Revise to account for the change in phasing order at Arboretum and Resort Villages
48	9-9		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
49	9-10		Revise to account for the change in phasing order at Arboretum and Resort Villages
50	9-11		Revise Graphic to reflect proposed Gardens layout/configuration. Change Phasing order of Arboretum and Resort Villages.
51	9-13		Revise Graphic to reflect current MPSD
52	9-17	9.5.6	Correct timing of Arboretum Park so that it will be constructed with the development of the Village in which it is located. Timing: completion by 50% of building permits at Arboretum Village. The timing for Neighborhood Parks is arbitrary. Correct timing so that parks are constructed at 50% of building permits within the respective PA (the PA in which the park is located).

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA DETERMINING THAT THE PROJECT HAS BEEN REVIEWED UNDER A PREVIOUS FINAL ENVIRONMENTAL IMPACT REPORT STATE CLEARINGHOUSE NO. (2006071109), PURSUANT TO SECTION 15126 THROUGH 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND SECTION 8.10 OF THE CITY OF FONTANA'S 2019 LOCAL CEQA GUIDELINES AND DIRECT STAFF TO FILE A NOTICE OF DETERMINATION; AND ADOPTING A RESOLUTION APPROVING TENTATIVE TRACT MAP NO. 20-009, 20-010, TENTATIVE PARCEL MAP NO. 20-024, AND DESIGN REVIEW NO.'S 20-035, 20-036, 20-037 AND 20-038. APPROVING SPECIFIC PLAN AMENDMENT NO. 20-005,

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

WHEREAS, on May 4, 2021, the Planning Commission received, staff reports and all the information, evidence, and public testimony and considered Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038; 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 Arboretum Specific Plan includes approximately 531.3 gross acres, located within the northern portion of the City of Fontana and County of San Bernardino, California; and

WHEREAS, the Arboretum Specific Plan site has been divided into a total of four (4) Planning Area Villages, based on proposed land uses: the Arboretum, the Resort, the Gardens, and the Meadows; and

WHEREAS, the Arboretum Specific Plan Amendment (proposed project) is located within the Gardens Planning Area of the Arboretum Specific Plan and consists of the development of approximately 139 acres for residential, recreational, and park uses; and

WHEREAS, the proposed project is consistent with the Fontana General Plan Land Use Element and the Arboretum Specific Plan land use designations; and

WHEREAS, on June 22, 2021, the City Council conducted a noticed public hearing on Specific Plan Amendment No. 20-005, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024, and Design Review No.'s 20-035, 20-036, 20-037 and 20-038, received testimony from any and all parties, including the staff report and attached supporting documents from the Planning Commission public hearing on May 4, 2021, as well as testimony from the project applicant and others; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and State CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, based on that evaluation, staff concluded that the EIR fully analyzed and mitigated, where feasible, all potentially significant environmental impacts, if any, that would result from the proposed project, and therefore, no subsequent EIR or mitigated negative declaration is required; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "A"** for Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "B"** for Design Review No.'s 20-035, 20-036, 20-037 and 20-038; and,

WHEREAS, Specific Plan Amendment No. 20-005, Development Agreement Amendment No. 20-003, Tentative Tract Map No.'s 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No.'s 20-035, 20-036, 20-037 and 20-038; and,

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

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Fontana as follows:

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

Section 2. Findings on Tentative Tract and Tentative Parcel Map. The City of Fontana City Council hereby makes the following findings for Tentative Tract Map No. TTM No. 's 20-009, 20-010 and TPM No. 20-024 in accordance with Section 26-55 "Hearing; criteria for approval" of the Fontana Municipal Code:

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

Findings of Fact: Tentative Tract Map No's 20-009 and 20-010 and TPM 20-024 is a request to subdivide five parcels (APN's 029-131-14, -18, -19, -45, and -54 into 278 residential lots on approximately 25.5 adjusted gross acres. The project is proposing attached and detached single-family residential homes and is within the allowable density range. All lots are proposed within a gated HOA community. The project is consistent with the General Plan Land Use designation for the project site. Additionally, the proposed tentative tract maps and tentative parcel map are consistent with the General Plan for the project site and the regulations of the Zoning and Development Code and the Arboretum Specific Plan.

Finding No. 2: **The design and improvements of the proposed tentative tract maps and tentative parcel map are consistent with the General Plan and any applicable specific plan.**

Findings of Fact: The design of the proposed subdivision, as mentioned in Finding No. 1, above is consistent with the General Plan. Street improvements including curb, gutter, and requirements of the Community Mobility and Circulation chapter of the General Plan, Subdivisions (Chapter 26), and the Zoning and Development Code (Chapter 30). This project is required to connect to the City's sewer system. Additionally, the project has been reviewed by the Engineering Department and San Bernardino County Fire Department for safety and access.

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

Findings of Fact: The project size, shape, and topography is suitable for this type and density of development. The project site is approximately 25.5 adjusted gross acres and accommodates the subdivision for future development of 278 attached and detached single-family homes. The project site to be developed is vacant and at full build out will be surrounded by single- family homes to the west, east and south. The lot sizes meet the requirement of the Zoning and Development Code and the Arboretum Specific Plan. All street improvements will be constructed pursuant to applicable building, zoning, and fire code standards, as mentioned in Finding No. 2 above.

Finding No. 4: **The design of the tentative tract maps and tentative parcel map 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 the subdivision and the proposed improvements as described in Finding No. 1 through Finding No. 3, complies with the City of Fontana's Municipal Code requirements, Conditions of Approval (referenced herein), and will not cause substantial

environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. A Notice of Determination has been prepared for the proposed project pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines. The project is not anticipated to have a significant effect on the environment. A Notice of Determination has been prepared for the City Council's consideration.

Finding No. 5: **The design of the tentative tract maps and tentative parcel map or type of improvements will not cause serious public health problems.**

Findings of Fact: The design of the subdivision as described in Finding No. 1 through Finding No. 4 above complies with the City of Fontana's Municipal Code requirements. The improvements associated with the subdivision such as street, curb, gutter, and sidewalk will be constructed and have been designed as part of this project pursuant to the Zoning and Development Code and Fontana Municipal Code. Additional improvements such as water connection will be built pursuant to applicable building, zoning, and fire code standards; therefore, the project shall promote the public health, safety, and welfare of the surrounding community and will not cause public health problems. In addition, per the Fire Hazard Overlay District map, this proposed project is part of the High Fire Severity Zone. The project was reviewed by the Fontana Fire District and Building and Safety, and the appropriate conditions have been placed on the project.

Finding No. 6: **The design of the tentative tract maps and tentative parcel map or the types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

Findings of Fact: The design of the tentative tract maps and tentative parcel map and improvements will not conflict with any access easements acquired by the public. The proposed subdivision will be accessed from Casa Grande Avenue, Duncan Canyon Road, and Cypress Avenue. Currently there are no other public access easements through or within the proposed subdivision.

Section 3. The City of Fontana City Council hereby makes the following findings for Design Review No. 18-031 in accordance with Section 30-111 of the Fontana Zoning and Development Code:

Finding No. 1: **This proposal meets or exceeds the criteria contained in Division 2 of the Zoning and Development Code and will result in an appropriate and desirable development.**

Findings of Fact: The request is to develop 278 attached and detached single-family residences and an approximate 6,610 s.f. clubhouse in a gated community on a parcel of approximately 25.5 adjusted gross acres. The applicant is proposing three (3) different product types, with three (3) floor plans on two products, and (4) floor plans on one (1), with three (3) elevations for each proposed product. The floor plans range in size from approximately 1,448 square feet to approximately 2,442 square feet. The architectural styles used for these homes include Italianate, California Craftsman, Santa Barbara, Spanish Colonial and American Traditional. These architectural styles are compatible with the architectural styles within the Arboretum Specific Plan. The proposed project for this phase includes the development of the 6,610 square foot clubhouse to be located within the Community Park. This clubhouse includes amenities such as a fitness center, a cybercafé and business center and two clubrooms with rentable space for gatherings. There is also an approximate 803 square foot space for outdoor activities such as yoga and meditation outside.

The project will be an appropriate and desirable development for the area. This project meets or exceeds the criteria contained in the Design Review section of the Fontana Zoning and Development Code and the Arboretum Specific Plan.

Finding No. 2: **The proposal is in its design and appearance is aesthetically and architecturally pleasing while enhancing the character of the surrounding neighborhood.**

Findings of Fact: The proposed attached and detached residential units reach a maximum height of 30 feet which is comparable to existing single-family homes adjacent to the project site. The project will include walls and fences to secure the community and provide privacy. Landscaping is included to provide shade, screening and to beautify the site. The architecture proposed is Italianate, California Craftsman, Santa Barbara, Spanish Colonial and American Traditional, which is consistent with the requirements in the Arboretum Specific Plan. Decorative iron work and stone veneer are used at both the vehicle and pedestrian entries to enhance the design. The project is a gated HOA community and will be a good addition to the area by providing high quality housing for residents of the community.

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

Findings of Fact: The proposed development complies with the Arboretum Specific Plan and Zoning and Development Code. The improvements include sewer and storm drain systems, site circulation, parking,

landscaping, parks, lighting, driveways, sidewalks and decorative paving, all within a gated community. The proposed site provides for proper grading and drainage to provide a safe and well-designed housing development.

Finding No. 4: **The proposal is consistent with the General Plan and applicable Specific Plan.**

Findings of Fact: The current General Plan land use designation for the project site provides for a consistent blend of Residential development and is intended to accommodate both single-family and multi-family housing. The proposed project is within the Arboretum Specific Plan (Garden Village Area) which provides for an average density of 8.2 Dwelling Units per Acre.

Finding No. 5: **The proposal promotes the public health, safety, and welfare of the community.**

Findings of Fact: The proposed project as described in the above findings will result in the construction of 278 attached and detached homes in a gated community. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and standards, and therefore, shall promote the public health, safety, and welfare of the surrounding community.

Section 4. Based on the foregoing, the City Council hereby determines that the project has been reviewed under a previous Final Environmental Impact Report (State Clearinghouse No. 2006071109), pursuant to Section 15126 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local CEQA Guidelines and direct staff to file the Notice of Determination.

Section 5. Adopt a resolution amending the Arboretum Specific Plan approving Tentative Tract Map No.'s 20-009 and 20-010 and Tentative Parcel Map No. 20-024 and approving Design Review No.'s 20-035, 20-036, 20-037 and 20-038 subject to the findings listed in Section No. 1 and No. 2 and the Conditions of Approval listed under Exhibit "A" and Exhibit "B", respectively.

Section 6. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Community Development Department – Planning Division, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

APPROVED AND ADOPTED this 22nd day of June 2021.

READ AND APPROVED AS TO LEGAL FORM;

City Attorney

ATTEST:

I, Tonia Lewis, City Clerk of the City of Fontana and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution was duly and regularly adopted by the City of Fontana at a regular meeting thereof, held on this 22nd day of June 2021, by the following vote, to-wit:

AYES:

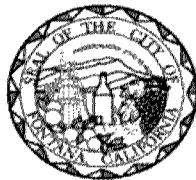
NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Exhibit "A"



PROJECT: Master Case No. 20-096

DATE: June 22, 2021

Tentative Parcel Map No. 20062 (TPM No. 20-024)

Tentative Tract Map No. 20063 (TTM No. 20-009)

Tentative Tract Map No. 20064 (TTM No. 20-010)

LOCATION: The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

PLANNING DIVISION:

1. 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.

2. This tentative tract map shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development) of the Municipal Codes of the City of Fontana and the Subdivision Map Act.
3. The applicant 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 Community Development. A note to this effect shall be placed on the map prior to recordation of the final map.
4. This tentative tract map shall become null and void five (5) 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.
5. There shall be no combination wall over three (3) feet retaining wall and six (6) feet freestanding; the maximum height of any combination shall not exceed nine (9) feet.
6. Solid masonry walls of a minimum of six feet in height measured from finished grade shall have a decorative cap and shall be required at all interior, rear and side property lines.
7. 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 30-30 and 30-31 of the Municipal Code.
8. Prior to Certificate of Occupancy, applicant shall provide signs on all public streets throughout the development regarding street sweeping. Type, content, and placement of signs shall be approved by Public Works Department.
9. 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.
10. Pursuant to the Migratory Bird Treaty Act (MBTA) and California Department of Fish & Game (CDFG) Code, removal of any trees, shrubs, or any other potential

nesting habitat shall first conduct a pre-construction survey for active bird nests outside the avian nesting season. The nesting season generally extends from early February through August but can vary slightly from year to year based upon seasonal weather conditions. The report shall be provided to the Community Development Department.

11. Historic Archaeological Resources

- a. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- b. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- c. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

12. The construction contractor 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.

Prior to Issuance of Building /Construction Permits

13. All conditions of approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet all the final building and grading plans prior to issuance of any building or grading permits.
- BUILDING AND SAFETY DIVISION:**
14. Shall comply 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
15. Automatic fire suppression systems shall be installed in all new construction per Article II, Chapter 11 of the Code of the City of Fontana. 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.

16. The requirements of the South Coast Air Quality Management District shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
17. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall comply with City Code.
18. All perimeter/boundary walls shall be designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
19. All lot lines, easement lines, etc. shall be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
20. The Tract Map shall record prior to the issuance of any permits.
21. 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 – public street, 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 slag or 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.

22. All signs shall be Underwriters Laboratories approved (or equal).

23. Permits are required prior to the removal and/or demolition of structures.

24. 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

25. The following items shall be completed (as applicable) and/or 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
26. If hazardous substances are used and/or stored, 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.
27. The existing parcels shall be combined 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:

28. Applicant shall install communication conduits as per the Arboretum Development Agreement and provide record drawings of said installation to the satisfaction of the City Engineer.
29. All proposed traffic signal locations shall be justified with a warrant study in accordance with the California Manual of Uniform Control Devices (MUTCD) Latest Edition Chapter 4.
30. The project shall be served by the City's sanitary sewer system and 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.
31. Extra-Territorial (ET) Sewer Fee's apply.
 - a. Applicant must submit a supplemental application for ET sewer service during the plan check process.
 - b. ET fees will be calculated from the approved application and must be paid prior to map recordation or building permits issuance.
32. It is the Applicant's responsibility to maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to final acceptance by the City. Where applicable, the applicant must provide provisional street sweeping schedules to the City.
33. Prepare and submit a final hydrology and hydraulic study showing the tributary area, layout of storm drains and downstream impacts to a point a defined as the closest receiving point on a master storm drain line or existing facility as approved by the City Engineer. The study shall identify off-site and on-site runoff impacts resulting from build-out of permitted General Plan uses, the project's contribution, location and sizes of catchments and system connection points plus all downstream drainage mitigation measures. All mitigations/recommendations resulting from any final approved report shall be included in the improvements design submittals. The hydrology and hydraulic study shall be prepared for a 25-year and 100- year storm event.

PRIOR TO ISSUANCE OF GRADING PERMIT

34. Applicant shall submit and gain approval of a complete WQMP Report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

35. Applicant shall provide a Subdivision Improvement Agreement for parcel one (1) with accompanying securities.

36. Applicant shall provide a security to guarantee the proper setting of all survey monuments within the project limits, and replacement of any existing survey monuments damaged or removed during construction; will be collected during the bond and agreement process. Survey monuments shall be placed as required by plans and corner records must be recorded with the County.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

37. Applicant shall record any maps, lot line adjustments, right-of-way dedications or easements required for the development.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

38. Applicant/Design Engineer to provide the City of Fontana with As-Built/Record Drawings for all public improvement plans.
39. 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).
40. All underground utilities (sewer and storm drain) shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Videos to be inspected and approved by City Inspection. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
41. Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water BMP Transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

42. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana Fire Protection District served by the San Bernardino County Fire Department (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances and standards of the Fire Department.
43. Fire Access Road Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code sec 503, SBCFD Standard 503.1
44. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. All roadways shall not exceed

a 12 % grade. California Fire Code sec 503, SBCFD Standard 503.1

45. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code sec. 505, SBCFD Standard 505.1
46. Water System. Prior to map recordation, 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 the current Fire Code. Fire hydrants shall be installed so as to be no more than six hundred (600) feet apart (as measured along vehicular travel-ways) from a hydrant to the driveway on the address side of proposed single-family structures. California Fire Code sec 508, SBCFD Standard 508.1 The fire-flow for this project shall be: **1500 GPM for a 2-hour duration** at 20 psi residual operating pressure.
47. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCFD Standard 508.5.2.
48. Dead End Fire Department Access Roads: Access roads along Knox Avenue exceeding 150 feet in length shall be provided with a 4' wide access gate.

MANAGEMENT SERVICES:

49. To eliminate the negative fiscal impact on municipal services associated with this proposal, the project will be required to annex into an existing community facilities district (CFD) or form a new community facilities district (CFD) for the purpose of financing the cost of maintenance and operation of the street lighting, landscaping, parks, parkways and the removal of or cover of graffiti. The City will determine which is more appropriate for the project, establishing a new district or annexing into an existing district. The district formation or annexation must be completed prior to the issuance of building permits.

EXHIBIT "B"



**CITY OF FONTANA
CONDITIONS OF APPROVAL**

PROJECT: Master Case No. 20-096 **DATE:** June 22, 2021
Design Review No. 20-035, Design Review No. 20-36,
Design Review No. 20-037, Design Review No. 20-038

LOCATION: The project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

PLANNING DIVISION:

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 Division 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 and Development Code.
4. 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.

5. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic

archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

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

6. Pursuant to the Migratory Bird Treaty Act (MBTA) and California Department of Fish & Game (CDFG) Code, removal of any trees, shrubs, or any other potential nesting habitat shall first conduct a pre-construction survey for active bird nests outside the avian nesting season. The nesting season generally extends from early February through August but can vary slightly from year to year based upon seasonal weather conditions. The report shall be provided to the Community Development Department.

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. Any foam treatment used for architecture treatments and/or projections located on the first floor shall be covered with concrete or similar durable material a minimum of $\frac{1}{4}$ inch thick, or as determined by the Director of Community Development.
9. The applicant shall post the most recent City of Fontana General Plan map, size 24-inches by 36-inches, in all offices selling new homes in the subdivision, whether on-site or remote. The project site/tract boundary shall be clearly delineated on the General Plan map. Additionally, a 24-inch by 36-inch map showing the school district boundaries (for all districts in the City) shall be displayed. The General Plan information and school district boundaries may be included on the same map. The maps shall be clearly and prominently displayed and be visible to all persons entering the sales office.
10. 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.
11. The current development fees must be paid prior to issuance of building/construction permits.
12. 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.
13. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location that does not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The Post Office currently approves freestanding mailboxes that are F-series and wall-mounted boxes that are 4C series. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.

PRIOR TO CERTIFICATE OF OCCUPANCY

14. The applicant shall have fully provided, constructed, or otherwise meet all Planning Division's requirements per approved plans, and shall have addressed all punch list items to the satisfaction of the Director of Community Development.

15. The applicant shall remove the notice boards after the item has been approved and the 15-day appeal period has lapsed. The date in which the boards shall be removed is Wednesday, October 30, 2019, so be it that there has not been an appeal filed with the City of Fontana Planning Division.

POLICE DEPARTMENT:

16. The Standard Building Security Specifications of the Fontana Police Department shall be adhered to.
17. Bollard lighting shall be incorporated into sidewalks located between solid walls. The light measurement shall meet or exceed the minimum light requirement of one (1) foot candle.
18. A call box system shall be incorporated into each pedestrian entry gate on Citrus Avenue and Summit Avenue.
19. A locator map or directory shall be posted at site entrances. The directory shall be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory shall be illuminated from dusk until dawn. The directory shall have vandal resistant glazing to minimize criminal damage and the structure shall be weather resistant.
20. Community address numbers and complex numbers shall be visible from the public right-of-way and interior walkways and drive aisles.
21. The City standard of one-foot candle minimum for all entrances, exits, pedestrian paths, parking lots, and activity areas (amenities) shall be adhered to at all times. 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.
22. The Fontana Police Department's R.E.A.C.T. electronic gate system (in addition to San Bernardino County's Knox Box system) shall be installed and maintained on the site at all times.
23. The development shall create and maintain (or join) an active Home Owners Association (HOA) within three (3) months of resident occupancy. The HOA shall be maintained at all times once created. The City of Fontana shall be a third party to the HOA in the event the HOA fails to exist.

MANAGEMENT SERVICES:

24. To eliminate the negative fiscal impact on municipal services associated with this proposal, the project will be required to form a new community facilities district (CFD) or annex into an existing CFD for the purpose of financing the costs of maintenance and operation of the street lighting, landscaping, parks, parkways, water quality/detention basins and the removal of or cover of graffiti. The city will determine which is more appropriate for the project, establishing a new district or annexing into an existing district. The district formation or annexation must be completed prior to the city issuing any building permits.

ENGINEERING LAND DEVELOPMENT:

25. Land Development Standard Conditions from Tentative Tract Map No. 20-009, Tentative Tract Map No. 20-010 and Tentative Parcel Map No. 20-024 shall continue to apply to this development.

BUILDING & SAFETY:

26. Shall comply 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
27. Automatic fire suppression systems shall be installed in all new construction per Article II, Chapter 11 of the Code of the City of Fontana. 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.
28. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall comply with City Code.
29. All perimeter/boundary walls shall be 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.
30. The Tract and Parcel map shall record prior to the issuance of any permits.
31. 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 – public street, 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. No water course or natural drainage shall be obstructed.

E. 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.

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

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

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

H. 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.

32. Permits are required prior to the removal and/or demolition of structures.
33. 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

34. The following items (as applicable) shall be completed and/or submitted to Building & Safety as applicable 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

END OF CONDITIONS OF APPROVAL

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA APPROVING SPECIFIC PLAN AMENDMENT NO. 20-005 TO INTRODUCE TWO NEW PRODUCT TYPES IN PLANNING AREA G5, G6, AND G7 AND TO MODIFY THE DENSITY OF 7.7 DWELLING UNITS PER ACRE TO 8.2 DWELLING UNITS PER ACRE WITHIN THE GARDENS VILLAGE PLANNING AREA OF THE ARBORETUM SPECIFIC PLAN.

THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section No. 1. The applicant submitted an application in December 2020 for Specific Plan Amendment No. 20-005, to introduce two new product types in Planning Area G5, G6 and G7 and to modify the density of 7.7 dwelling units per acre to 8.2 dwelling units per acre within the Gardens Village Planning Area of the Arboretum Specific Plan; and

Section 2. On May 4, 2021, the Planning Commission received public testimony and evidence presented by the applicant, City staff, and other interested parties, at the Public Hearing held with respect hereto on Specific Plan Amendment No. 20-005; and

Section 3. On May 4, 2021, the Planning Commission approved Resolution No. PC 2021-023 and recommended approval to City Council of Specific Plan Amendment No. 20-005 and after carefully considering all information pertaining to the proposed project, including the staff report, findings, and all the information, evidence, and testimony presented at its public hearing on May 4, 2021; and

Section 4. On June 22, 2021, the City Council held a duly noticed public hearing on Specific Plan Amendment No. 20-005 along with the entitlement referenced herein, received testimony, and the supporting documents in evidence, the City Council found that the Specific Plan Amendment is in conformance with the goals and policies of the General Plan to provide a community that is balanced between residential, commercial, and industrial that is developed to high standards and provides diverse economic and social opportunities for our citizens and those who wish to invest here; and

Section 5. Specific Plan Amendment No. 20-005 is consistent with the goals and policies of the City of Fontana, General Plan Goal 7 of Chapter 15, "support high-quality development in design standards and land use decisions", in addition to Goal 7 of Chapter 15, Action Item #B "ensure that public and private developments are attractive, comfortable, and welcoming; "and

Section 6. The Initial Study (IS) prepared for the Arboretum Specific Plan, a Final Environmental Impact Report (SCH No. (2006071109),) was prepared for the project and was certified by the City Council on September 23, 2009, and based on the California Environmental Quality Act (CEQA), Sections 15162 through 15164 et seq, staff has determined that the previously certified Arboretum Specific Plan Environmental Impact Report (SCH No. 2006071109) adopted by the City Council on September 23, 2009 has adequately identified the impacts associated with the project, and no previously reviewed impact areas have substantially changed; a Notice of Determination has been prepared for the City Council's consideration; and

Section 7. The City Council approves Specific Plan Amendment No. 20-005 to introduce two new product types in Planning Area G5, G6 and G7 and to modify the density of 7.7 dwelling units per acre to 8.2 dwelling units per acre within the Gardens Village Planning Area of the Arboretum Specific Plan; and The amendment as shown on Exhibit A under separate cover (flash drive) shows all language proposed to be deleted as strikethrough and language proposed to be added as bold and italicized, is hereby approved; and

Section 8. This Ordinance shall take effect thirty (30) days after the date of the adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published by the City Clerk at least once in the Herald News, a local newspaper of the general circulation, published and circulation in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this date, June 22, 2021.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Tonia Lewis, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council at a regular meeting on the 22nd of June, 2021 and was final passed and adopted not less than five days thereafter on the 13th day of July, 2021, by the following vote to wit:

AYES:

NOES:

ABSENT:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FONTANA APPROVING AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT (DA NO. 20-005)
BETWEEN THE CITY OF FONTANA A CALIFORNIA
MUNICIPAL CORPORATION AND NORTH FONTANA
INVESTMENT COMPANY LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY WHICH UPDATES CHANGES TO
THE CIRCULATION FEES AND DEVELOPMENT IMPACT
FEES FOR THE ARBORETUM SPECIFIC PLAN.**

WHEREAS, the City Council ("City Council") of the City of Fontana ("City") is authorized by California Government Code sections 65864 et seq. and section 30-102 of the City's Development Code ("Development Code") to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, City has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, the City of Fontana, a California Municipal Corporation ("City") and North Fontana Investment Company, LLC., ("Developer") entered into a Development Agreement ("DA") Amendment, dated as of June 22, 2021 for reference purposes only, whereby Developer is to acquire fee title to certain real property (the "Property"); and

WHEREAS, Developer's interest in the Property, including that interest to be conveyed pursuant to the DA, constitutes a legal or equitable interest in real property pursuant to California Government Code section 65865; and

WHEREAS, Developer proposes the development of the Arboretum Specific Plan, in particular the Garden Village Planning Area, entitlement and development of the Property to achieve the goals of the City's General Plan ("General Plan"), as further described and conditioned in the Development Agreement (collectively, such development shall be referred to herein as the "Project"); and

WHEREAS, City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, City has found that the amended development agreement attached hereto as Exhibit A and incorporated herein by reference ("Development Agreement") is consistent with City's General Plan and it has been reviewed and evaluated in accordance with Section 30-102 of the City Development Code; and

WHEREAS, City has determined that by entering into the Development Agreement: (i) City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and (ii) City will benefit from increased employment, industrial opportunities created by the Project for residents of the City; and

WHEREAS, on June 22, 2021, the City Council introduced this Ordinance through a first reading of this Ordinance; and

WHEREAS, The Initial Study (IS) prepared for the Arboretum Specific Plan, a Final Environmental Impact Report (SCH No. (2006071109),) was prepared for the project and was certified by the City Council on September 23, 2009, and based on the California Environmental Quality Act (CEQA), Sections 15162 through 15164 et seq, staff has determined that the previously certified Arboretum Specific Plan Environmental Impact Report (SCH No. 2006071109) adopted by the City Council on September 23, 2009 has adequately identified the impacts associated with the project, and no previously reviewed impact areas have substantially changed; a Notice of Determination has been prepared for the City Council's consideration; and

WHEREAS, the terms and conditions of the Amendment to the Development Agreement have undergone review by City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan. Further, City finds that: (i) the economic interests of the City's citizens and the public health, safety and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Property is located; (iii) the Development Agreement is consistent with the General Plan; (iv) the Development Agreement is in conformity with the public convenience, general welfare and good land use practice; (v) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (vi) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code sections 65865 et seq., the City Council hereby approves the development agreement, a copy of which is on file with the City Clerk and incorporated by reference herein attached as "Exhibit A" for entitled "Development Agreement No. 20-005 between North Fontana Investment Company LLC,

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a California limited liability company and the City of Fontana a California municipal corporation.

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community because the Development Agreement will enable needed public improvements at the Property and the economic development of the Property will benefit the citizens of the City.

Section 3. The City Council hereby incorporates by reference the Recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to California Government Code section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement is consistent with the General Plan because the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan and with the restrictions and standards set forth in the City's Municipal Code, and the Development Agreement.

Section 4. The City Clerk shall cause to be recorded with the San Bernardino County Recorder a copy of the executed Development Agreement at the time and in the manner provided for in the DA.

Section 5. This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of the fifteen (15) days from the passage thereof, the Ordinance or a summary of the Ordinance shall be published at least once in the Herald News, a newspaper of general circulation in the City of Fontana. Thereafter this Ordinance shall be in full force and effect.

APPROVED and ADOPTED this 22nd of June, 2021.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Tonia Lewis, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 22nd day of June, 2021, and was finally passed and adopted not less than five days thereafter on the 13th day of July, 2021 by the following vote to wit:

AYES:

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NOES:

ABSENT:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

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EXHIBIT "A"
DEVELOPMENT AGREEMENT

Recorded at request of)
Clerk, City Council)
City of Fontana)
)
When recorded return to)
City of Fontana)
8353 Sierra Avenue)
Fontana, CA 92335)
Attention: City Clerk)
)
)
) Exempt from Filing Fees Gov. Code section 6103

SECOND AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT

A STATUTORY DEVELOPMENT AGREEMENT

between

CITY OF FONTANA
a California municipal corporation

and

**NORTH FONTANA INVESTMENT COMPANY, LLC,
a Delaware limited liability company**

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SECOND AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT (the "**Second Amendment**") is entered into effective on the date that the ordinance adopting this Second Amendment becomes effective and amends that certain Arboretum Development Agreement made by and between the City of Fontana ("CITY") and North Fontana Investment Company, LLC, a Delaware limited liability company ("DEVELOPER"), recorded as Document No. 2009-0501456 on November 19, 2009 in the Official Records of San Bernardino County, as amended by that certain First Amendment to Arboretum Development recorded as Document No. 2017-0142267 on April 5, 2017 in the Official Records of San Bernardino County (collectively, the "**Agreement**").

CITY and DEVELOPER hereby to amend further the Agreement as set forth herein. All capitalized terms used herein shall have the same meanings given those terms in the Agreement unless otherwise defined herein.

RECITALS

WHEREAS, the CITY is authorized to amend the Agreement pursuant to Section 2.5 of the Agreement and Section 65868 of the Government Code; and

WHEREAS, the CITY has determined that there exists no uncured default by DEVELOPER under the Agreement as set forth in Section 2.3(ii) of the Agreement; and

WHEREAS, the CITY has determined that this Second Amendment will not result in any significant effects on the environment not previously analyzed in the Project's EIR (SCH #2006071109) and is not a "Project" as defined in Public Resources Code Section 21065 of CEQA, and has determined that all requirements of CEQA have been met with respect to this Second Amendment; and

NOW, THEREFORE, CITY and DEVELOPER agree to amend the Agreement as follows:

1. Term. Section 2.3 of the Agreement is deleted in its entirety. With that deletion, Section 2.3 is amended and restated as follows:

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“2.3 Term. The term of this Agreement shall commence on the Effective Date of this Second Amendment and shall continue for a period of ten (10) years thereafter (the “Agreement Term”). The Agreement Term shall extend without modification or amendment of this Agreement for one (1) additional five (5)-year period following the expiration of the aforementioned ten (10) year Agreement Term provided that there exists no uncured default of which DEVELOPER has been given notice as to this Agreement or any other agreement or condition of approval relative to the development of the Property. The Agreement Term shall further extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the above fifteen (15) year Agreement Term upon the occurrence of both of the following:

- (i) DEVELOPER shall have applied for and obtained building permits for at least fifty percent (50%) of the residential DU’s in accordance with the Development Approvals; and
- (ii) There exists no uncured default of which DEVELOPER has been given notices as to this Agreement or any other agreement or condition of approval relative to the development of the Property.”

2. **Development Impact Fees.** Section 4.2 of the Agreement is amended and restated in its entirety to read as follows:

“4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Subject to the fee credits set forth in Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, and 4.2.8, and Exhibit “E”, inclusive, DEVELOPER shall pay to the CITY the Development Impact Fees listed in Exhibit “E” and Exhibit “L”. Exhibit “L” identifies the actual Development Impact Fees that will be collected for every building permit issued in the Project from and after the Effective Date for either a single dwelling unit constructed on a single family residential lot (a “SFD”) or a condominium unit (attached or detached) as defined in California Civil Code Section 4125 (a “MF”). The Development Impact Fee amounts for SFD and MF dwelling units in Exhibit “L” include the application on the Effective Date of all of the fee credits set forth in Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, 4.2.8 and Exhibit E. CITY and DEVELOPER shall update that Exhibit as any of the fee amounts change in accordance with this Section 4.2 or as otherwise provided in this Agreement. Any such updates shall be prepared by DEVELOPER and approved administratively by the CITY Manager or CITY’s Director of Community Development and shall not require an amendment to this Agreement.

During the entire Agreement Term, inclusive of all extensions thereof, commencing as of the Effective Date, those Development Impact Fees set forth in Exhibit “E” shall not be increased with respect to this Project, nor shall any new Development Impact Fees be levied upon the Project; provided that DEVELOPER shall be subject to any new or increased Pass Through Fees. DEVELOPER shall not be required to pay any increase in such Development Impact Fees but shall benefit from any reduction in such Development Impact Fees during the entire Agreement Term, inclusive of all extensions thereof; provided however, a decrease in any Development Impact Fee that occurs

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after DEVELOPER has paid that Development Impact Fee for some DU's in the Project at the higher rate shall not entitle DEVELOPER to any refund or return of any such Development Impact Fee already paid to the CITY at the higher rate. A reduction in any Development Impact Fee shall apply only to DU's for which the Development Impact Fee has not been paid.

Upon expiration of the Agreement Term, inclusive of all extensions thereof, the DEVELOPER shall thereafter pay the amount of such Development Impact Fees legally adopted and in effect by the then-applicable CITY ordinance or resolution. If DEVELOPER has prepaid any Development Impact Fees for DU's either by: (i) its application of its credits earned under Sections 4.2.3, 4.2.5, 4.2.6, 4.2.7, and 4.2.8 inclusive and 4.3; or (ii) cash prepayments to CITY under Section 4.2.2 below, then any building permit issued for that DU shall be credited with such prepayment for the applicable category of Development Impact Fee obligation. Any increase in a Development Impact Fee that was prepaid by DEVELOPER for a DU shall not apply to that DU. Provided, however, a decrease in any Development Impact Fee that occurs after DEVELOPER has paid that Development Impact Fee for some DU's in the Project at the higher rate shall not entitle DEVELOPER to any refund or return of any such Development Impact Fees already paid or pre-paid to the CITY at the higher rate. A reduction in Development Impact Fees shall apply only to DU's for which the Development Impact Fee has not been paid.

This Agreement shall not vest any rights in DEVELOPER with respect to any Pass-Through Fees, which shall remain subject to imposition and amendment as provided by the non-CITY entity that imposes or amends such Pass-Through Fees.

In the event of a decrease in any of the Development Impact Fee categories set forth in Sections 4.2.6, 4.2.7, or 4.2.8 for which DEVELOPER has remaining Fair Share Obligation payments due for all DU's in the Project, the remaining Fair Share Obligation shall be reduced to reflect the decrease in the underlying Development Impact Fee for all DU's in the Project for which the remaining Fair Share Obligation amount has not already been paid by DEVELOPER and DEVELOPER shall not be entitled to any refund or return of any portion of the remaining Fair Share Obligation payment paid for DU's before that decrease in the Development Impact Fee. For example, if the current Circulation Fee of \$5,734 per single family DU is reduced by ten percent (10%) after 100 building permits for single family DU's have been pulled on the Project, then the current remaining Fair Share Obligation of \$1,750.08 per single family DU for the remaining single family DU's set forth in Section 4.2.6 would be reduced by 10% to \$1,575.07 but DEVELOPER would not receive a refund of the higher fee amount paid for the first 100 DU's.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits or certificates of occupancy for each DU as is required by the CITY's Development Impact Fee ordinance, resolution or policy in effect at the time. Any of such Development Impact Fees may be paid in advance of the issuance of building permits for any or all of the DU's within the Project whereupon the CITY, during the Agreement

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Term, inclusive of all extensions thereof, may not impose any new, additional, or increased Development Impact Fees upon such DU's when the building permit is issued for those DU's by CITY.

4.2.3 Public Park Requirement.

4.2.3.1. Public Park Development/Quimby Fees and Credits. DEVELOPER currently contemplates the construction of (i) 1,029 single-family DU's for which DEVELOPER is required to pay Quimby Act Fees under Section 66477 of the California Government Code of \$6,500 per single-family DU, and (ii) 2,435 Condominium/townhouse DU's for which DEVELOPER is required to pay Quimby Act Fees of \$5,981.70 per Condominium/townhouse DU, for a total of Twenty One Million Two Hundred Fifty-Three Thousand Nine Hundred Thirty-Nine and 50/100 Dollars (\$21,253,939.50) (the "Project Quimby Park Fees"). DEVELOPER shall, design and construct the Project Public Parks described in the Specific Plan with amenities of the type described in the Specific Plan for which DEVELOPER shall receive a credit against the Project Quimby Park Fees equal to Twenty-Four Million Six Hundred Twenty-Five Thousand Seven Hundred Twenty-Eight and 85/100 Dollars (\$24,625,728.85) (the "Park Construction Credit"), as set forth in Exhibit "E". The difference between the Park Construction Credit of \$24,625,728.85 and the total Project Quimby Park Fees of \$21,253,939.50 for the 3464 DU's in the Project is Three Million Three Hundred Seventy-One Thousand Seven Hundred Eighty-Ninety and 35/100 Dollars (\$3,371,789.35) (the "Excess Park Construction Credit"). Upon DEVELOPER's completion and CITY's acceptance of the Project Public Parks, DEVELOPER shall be deemed to have fully mitigated and paid its Project Quimby Park Fees for 3464 DU's and shall not pay any Project Quimby Park Fees for any SFD and MF building permits in the Project from and after the Effective Date; provided, in the event DEVELOPER develops any DU's in excess of 3464 DU's (or if the mix and number of single-family DU's and Condominium/townhouse DU's changes resulting in an increase in the Project Quimby Park Fees), then DEVELOPER shall pay CITY's then current Quimby Act Fee for each of such excess DU's (or pay such increase in the Project Quimby Park Fees) after the Excess Park Construction Credit in the amount of \$3,371,789.35 is exhausted).

4.2.3.2. Project Public Park Schedule. The Arboretum Park (as identified on Exhibit "F-2") shall be Substantially Completed prior to CITY's issuance of building permits for fifty percent (50%) of the residential DU's within the Arboretum Village portion of the Project. The CITY acknowledges that the Meadows Village Community Park has been completed and accepted by the City.

4.2.3.3. Intentionally Omitted.

4.2.4 Private Parks. DEVELOPER shall construct the Project Private Parks in accordance with the time schedule and other requirements set forth in Exhibits "F" and "F-1" and in the Specific Plan. CITY and DEVELOPER agree that Exhibits "F" and "F-1" shall be deemed amended without further action by the CITY as necessary to remain consistent with any amendments to the Specific Plan approved by the CITY after the Effective Date. DEVELOPER shall receive no fee credits, refunds or reimbursements for its construction of the Project Private Parks. The Project Private Parks shall be owned and maintained by the Project Association. Project Private

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Parks and amenities as shown on Exhibit "F-1" to the Development Agreement and in the Specific Plan are representational and may change depending on market segmentation, engineering, site planning and other related matters. Such Private Project Park amenities may shift locations within the Project or be replaced with like kind amenities as approved by the Director of Community Development and in substantial conformance with the Specific Plan.

4.2.5 Storm Drain Fee Credit. DEVELOPER shall construct and dedicate storm drain improvements having a value of Thirteen Million Six Hundred Sixty-one Thousand Eight Hundred Eighty-Five and 25/100 Dollars (\$13,661,885.25) as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E-1" and shall receive credit against the Project's Storm Drain Fee, which is Five Million Five Hundred Eighty Thousand Seven Hundred Five and 30/100 Dollars (\$5,580,705.30), for constructing those improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the storm drain improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for storm drainage and as such shall pay no storm drainage fee for any SFD and MF building permits in the Project from and after the Effective Date.

4.2.6 Median Landscape Improvement Fee Credit. DEVELOPER shall construct and dedicate median landscape improvements (the "Median Landscape Improvements") having a value of Two Million One Hundred Twenty-Six Thousand Three Hundred Twelve and 10/100 Dollars (\$2,126,312.10) as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E-1" and shall receive credit against the Project's Landscape Improvement Fee, which is Nine Hundred Sixty-Six Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$966,456.00), for constructing such Median Landscape Improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the Median Landscape Improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for median landscape improvements and as such shall pay no Median Landscape Fee for any SFD and MF building permits in the Project from and after the Effective Date.

4.2.7 Circulation Improvement Fee Credit. DEVELOPER shall construct and dedicate the regional circulation improvements having a value of Eight Million Six Hundred Forty-Seven Thousand Seven Hundred Sixty-Four and 07/100 Dollars (\$8,647,764.07) (the "Circulation Credit") set forth in Exhibit "E" in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Circulation Improvement Fee, which is Fourteen Million Four Hundred Forty-Four Thousand Seven Hundred One and 00/100 Dollars (\$14,444,701.00), for constructing those improvements in accordance with Exhibit "E". The remaining Fair Share Obligation of Five Million Seven Hundred Ninety-Six Thousand Nine Hundred Thirty-Six and 93/100 Dollars (\$5,796,936.93) shall be paid as follows: for the first 1,029 single-family DU's, \$2,301.16 per DU, and for the first 2,435 condominium/townhouse DU's, \$1,408.23 per DU. Allocation of Arterial and Interchange Component Credits shall be made in accordance with Exhibit "E-2". As required by Section VIII of the Measure I 2010-2040 San Bernardino County Ordinance, implementation of a development mitigation program is required of each local jurisdiction in order to maintain conformance with the SBCTA (San Bernardino County Transportation Authority) Land Use/Transportation Analysis requirement for

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each individual program area listed on the Nexus Study. Local jurisdiction development mitigation programs must annually incorporate an adjustment of project cost estimates. The City Council must approve the adjustments on an annual basis and reflect those adjustments in local Development Impact Fees or other per-unit mitigation levels or assessments. The adjustments shall be based on an escalation factor approved by the SANBAG Board of Directors. The adjustment must be adopted by the CITY either by January 1 or July 1 following the approval of the escalation factor by the SANBAG Board. Any such CITY-wide increases in the CITY's Circulation Improvement Fee required by SANBAG due solely to an increase in the costs of constructing the circulation improvements and facilities identified in the CITY's capital improvement plan in effect as of the Effective Date of this Agreement (which increases may not exceed the escalation factor approved by SANBAG) shall increase the Circulation Improvement Fee for the Project identified in Exhibit "L" by the same percentage increase as the CITY increases the CITY-wide Circulation Improvement Fee. Such increase in the Project's Circulation Improvement Fee shall only apply to those DUs for which the fee was not previously paid by DEVELOPER. For example, if the CITY-wide fee increases 10% then the Project's fee for such remaining DUs shall likewise increase by 10% (Single Family increase would be \$175.00 and Multi-Family increase would be \$107.09 for all such remaining DUs). DEVELOPER shall submit all information required by SANBAG reimbursement, irrespective of whether or not a CFD is formed for the construction of the subject circulation improvements.

4.2.7.1 Circulation Improvement Fee For The Meadows Village. Circulation Improvement Fees for The Meadows Village have been paid and shall continue to be paid for the remainder of single-family DUs within The Meadows Village (i.e., Tracts 19960 et. al., 19961 et. al., and 19962 et. al.), at the rate of \$1,750.08 per single-family DU. The remainder of the Circulation Improvement Fees for the Meadows Village which is comprised of the \$551.08 difference between the \$1,750.08 per DU and the updated amount of \$2,301.16 per DU, which totals Three Hundred Twenty-Two Thousand Three Hundred Eighty-One and 80/100 (\$322,381.80) (i.e., 585 Meadows Units x \$551.08 = \$322,381.80) shall be paid by DEVELOPER to CITY prior to the issuance of the last building permit for The Gardens Village.

4.2.8 Sewer Credit. DEVELOPER shall construct and dedicate sewer improvements having a value of Three Million Five Hundred Eleven Thousand Seven Hundred Seventy-Nine and 30/100 (\$3,511,779.30) Dollars as set forth in Exhibit "E" and in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Sewer Improvement Fee, which is Three Million Thirty-Six Thousand Five Hundred Seventy-Seven and 04/100 Dollars (\$3,036,577.04), for constructing such improvements in accordance with Exhibit "E". Upon DEVELOPER's completion and CITY's acceptance of the sewer improvements, DEVELOPER shall be deemed to have fully mitigated and executed its Fair Share Obligation for sewer improvements and as such shall pay no Sewer Connection Impact fee for any SFD and MF building permits in the Project from and after the Effective Date."

3. **Community Facilities Districts.** As set forth in Sections 3.16, 4.1.1, 4.1.2 and 5.1 of the Agreement, CITY and DEVELOPER anticipated that one (1) CFD District with a would be formed for the Project. In lieu of one (1) CFD District, however, DEVELOPER anticipates that multiple CFD Districts shall be created so that in addition to the one CFD District that

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has been created as of the Effective Date of this Second Amendment, one (1) or more additional CFD Districts shall be created within the Project. Accordingly, all references in the Agreement to one (1) CFD District shall hereafter mean and refer to the multiple CFD Districts formed by DEVELOPER with respect to the Project. Specifically, Sections 4.1.2 and 5.1 of the Agreement are deleted in their entirety and with that deletion, Sections 4.1.2 and 5.1 are amended and restated as follows:

“4.1.2 Development Agreement Fee. To the extent that CFD Districts are formed for the Project and bonds issued in accordance with Section 5.1, and provided the total financing capacity of all CFD Districts formed for the Project (net of issuance costs, reserves, and capitalized interest) (the “CFD Capacity”) exceeds Fifty Million Dollars (\$50,000,000), then the CITY shall receive payment of development agreement fee (the “Development Agreement Fee”) equal to (i) twenty percent (20%) of the next Thirty Million Dollars (\$30,000,000) of CFD Capacity (\$6,000,000) and then equal to (ii) twenty-five percent (25%) of the next Ten Million Dollars (\$10,000,000) of CFD Capacity (\$2,500,000), payable from the applicable CFD District at the time of funding each of those incremental phases of the CFD Districts. CITY and DEVELOPER also acknowledge and agree that DEVELOPER will petition the CITY to form CFD Districts with total CFD Capacity of Fifty Million Dollars (\$50,000,000) to fund, in lieu of the payment of any additional Development Agreement Fee, the construction by DEVELOPER of the extraordinary improvements identified in Exhibits “E” and E-1”, or such other Eligible Facilities as are approved by the CITY.”

“5.1 CITY and DEVELOPER shall as requested by DEVELOPER, cooperate in the formation of special assessment districts, community facilities districts or alternate financing mechanisms (“Financing Districts”) to (i) pay for the construction and/or maintenance and operation of public infrastructure facilities, including the Exhibits “E” and “E-1” improvements, and all Project Public Parks, required for the Project in this Agreement or otherwise required as part of the Development Plan, and to pay for the acquisition of any land under Section 3.8, including any Public Acquisition Costs (the “Eligible Facilities”) and/or (ii) to pay the Development Impact Fees assessed to the Project and Development Impact Fees (the “Eligible Fees”) (collectively the Eligible Facilities /Fees”). CITY also agrees that, to the extent any such Financing District is formed and sells bonds in order to finance such Eligible Facilities/Fees, that DEVELOPER may be reimbursed to the extent that DEVELOPER spends funds or dedicates land for the establishment of the Eligible Facilities/Fees or other public facilities. Without limiting the foregoing, DEVELOPER has or shall petition the CITY to form Mello Roos Community Facilities Districts (each a “CFD District”) pursuant to Government Code Section 53319 for the purpose of financing (i) the CFD District’s acquisition of public improvements to be constructed and dedicated by DEVELOPER for the Project and (ii) any other Eligible Facilities/Fees, whereupon the CITY shall consider the adoption of a Resolution of Intent to form the CFD District (the “ROI”). The boundaries of the CFD District shall be within the boundaries of the Property. The CFD District’s special tax rate for any single family residential unit constructed in the Project shall not exceed the amounts set forth in the CITY’s then applicable community facilities district policies. The CITY shall diligently proceed to notice a public hearing pursuant to Government Code Section 53322 to consider the formation and approval of each CFD District subject to, and in accordance with, the requirements of the Mello Roos Community Facilities Act of 1982, as amended. Nothing herein shall be deemed a commitment by the CITY to adapt any resolutions

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to form any such CFD District or issue such bonds, it being understood and agreed that such adoption, approval and issuance are legislative acts within the unencumbered discretion of the CITY council."

4. Term Limiting Adaption of New Development Impact Fees. Section 3.6.1(d) of the Agreement is amended to change the reference to the time period limiting the adoption of new Development Impact Fees from "the entire Agreement Term, inclusive of all extensions thereof," as "Agreement Term" is defined in the First Amendment to "the entire Agreement Term, inclusive of all extensions thereof," as "Agreement Term" is defined in this Second Amendment.
5. Exhibits. The following Exhibits are deleted and replaced by the Exhibits attached to this Second Amendment: Exhibits B, E, E-1, E-2, F, F-1, K and L.
6. Integration. This Second Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Second Amendment, the provisions of the Agreement shall govern the conduct of the parties. To the extent this Second Amendment conflicts with the Agreement, this Second Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Agreement.

SIGNATURES FOLLOW IMMEDIATELY ON THE NEXT PAGE

ATTACHMENT NO. 7

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below and this Second Amendment shall be effective on the date that the ordinance adopting this Agreement becomes effective. The term "Effective Date" as used in this Second Amendment means the date that the ordinance adopting this Agreement becomes effective.

"CITY"

CITY OF FONTANA

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

City Clerk, Fontana

City Manager

Deputy City Manager

APPROVED AS TO LEGAL FORM:

BEST BEST AND KREIGER

By: _____
City Attorney

"DEVELOPER"

NORTH FONTANA INVESTMENT COMPANY,
LLC,
a Delaware limited liability company

By: LC NORTH FONTANA, LLC
a Delaware limited liability company
Its Member

By: LEWIS MANAGEMENT CORP.,
a California corporation
Its Sole Manager

By: _____
Name: _____
Its: _____
Dated: _____

By: YH SUMMIT LLC
a California limited liability company
Its Member

By: YOUNG HOMES
a California corporation
Its Manager

By: _____
Name: _____
Its: _____
Dated: _____

ATTACHMENT NO. 7

ATTACHMENT NO. 7

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)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a
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.

[SEAL] _____

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)
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COUNTY OF _____)

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Notary Public,
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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.

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WITNESS my hand and official seal.

ATTACHMENT NO. 7

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[SEAL]

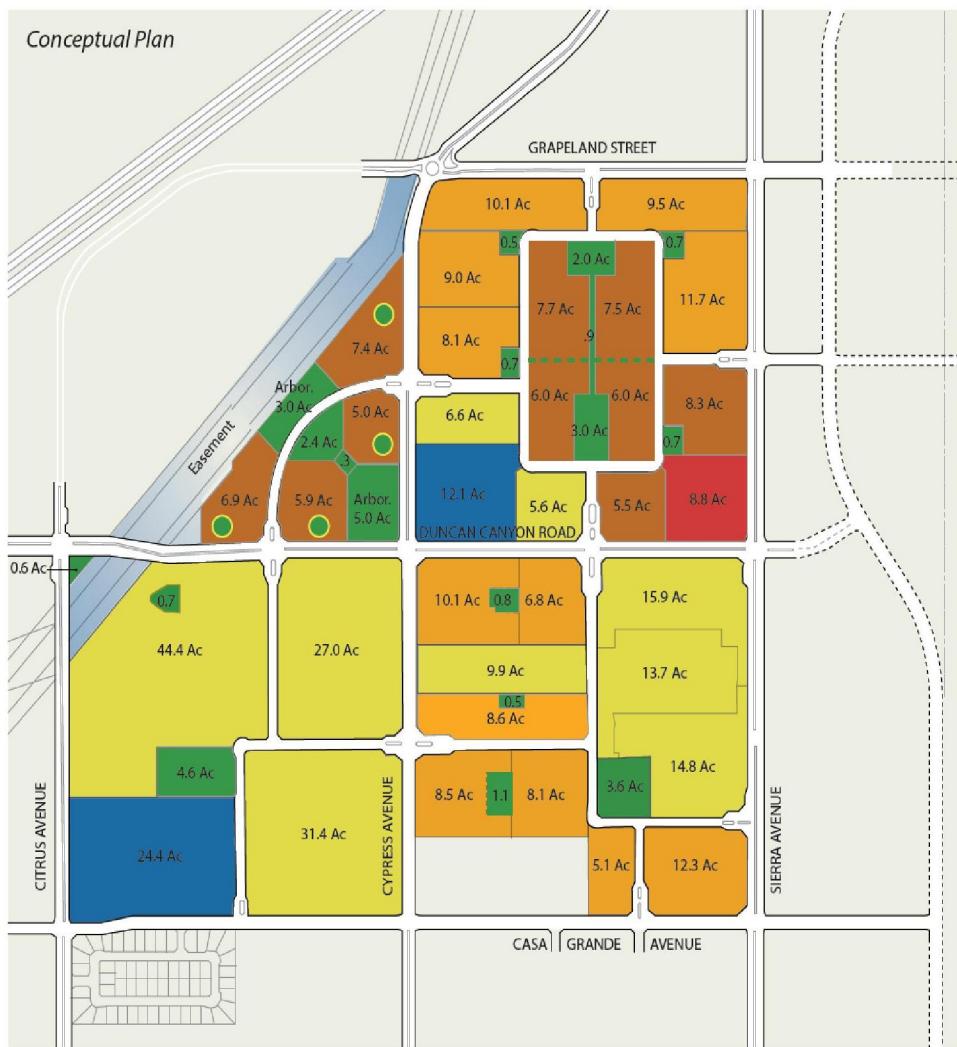
EXHIBIT “B”
TO ARBORETUM DEVELOPMENT AGREEMENT

ATTACHMENT NO. 7

ATTACHMENT NO. 7

**EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT**

ATTACHMENT NO. 7



OVERALL LAND USE PLAN

FIGURE 4.2

LEGEND

- R-MF (Residential Multi-Family) 3.0-8.0 du/ac
- R-MF (Residential Multi-Family) 8.1-16.0 du/ac
- R-MF (Residential Multi-Family) 16.1-24.0 du/ac
- Activity Center
- School
- Park
- East-West Paseo¹
- Private 0.3-acre Neighborhood Park²

Note 1: The east-west paseo connections to the north-south paseo axis may be offset (north or south) depending on product lotting.

Note 2: See Chapter 5 for further information regarding the 0.3-acre neighborhood parks located within the Arboretum Village.

The Meadows						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	LDR	30.3	Single Family Detached 4,000-5,500sf		259	259
2	LDR	28.2	Single Family Detached 5,500-6,000sf		128	128
3	LDR	21.5	Single Family Detached 4,000-4,500sf		198	198
		80.0		0	585	585

*Description of area used for Flood Control:

Facilities Fee:

Total Adjusted Gross Acreage per SP	413.2
Less K-8 School in The Meadows [NAP] and Elementary School in The Resort	36.5
Less Activity Center in The Resort [NAP] (Wright)	8.8
Less NAP in The Gardens (Lum)	9.9
Less NAP in The Resort (Baynosa)	3.4
Total Developer Gross Acreage	354.6

The Gardens						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	MDR	10.1	High Density Detached	100		100
2	MDR	6.8	Attached	98		98
3	MDR	8.6	High Density Detached	90		90
4	MDR	8.5	High Density Detached	85		85
5	MDR	8.1	High Density Detached	99		99
6	MDR	5.1	Attached	69		69
7	MDR	12.3	Single Family Detached 2,724sf		110	110
8	LDR	15.9	Single Family Detached 4,950sf		86	86
9	LDR	13.7	Single Family Detached 4,000sf		95	95
10	LDR	14.8	Single Family Detached 6,000sf		68	68
		103.9		541	359	900

Description of area used for Storm Drain

Facilities Fee:

Specific Plan Net Acreage	354.6
Parks	-31.1
Arboretum SP w/out parks	323.5
Internal Streets (25%)	-80.9
Arboretum Residential SD Acreage	242.6
Arboretum Park SD Acreage	31.1
Storm Drain Acreage	273.7

The Resort						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	MDR	6.7	High Density Detached	67		67
2	MDR	9.5	High Density Detached	95		95
3	MDR	11.7	High Density Detached	140		140
4	HDR	8.3	Attached	166		166
5	HDR	5.5	Attached	99		99
6	LDR	5.6	Single Family Detached 4,000sf		39	39
7	LDR	6.6	Single Family Detached 4,000sf		46	46
8	MDR	8.1	Attached	130		130
9	MDR	9.0	Attached	126		126
10	HDR	7.7	Attached	138		138
11	HDR	7.5	Attached	143		143
12	HDR	6.0	Attached	120		120
13	HDR	6.0	Attached	120		120
		98.2		1,344	85	1,429

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

ATTACHMENT NO. 7

ATTACHMENT NO. 7

The Arborsum						
Planning Areas	Land Use	Acres	Housing Type	MF Units	SF Units	No. of Homes
1	HDR	7.4	Attached	167		167
2	HDR	5.0	Attached	116		116
3	HDR	5.9	Attached	112		112
4	HDR	6.9	Attached	155		155
		25.2		550	0	550

Residential Acres	No. of Homes			
Community Total:	Acres Net	2,435	1,029	3,464

A. POLICE FACILITIES IMPACT FEE

POLICE FACILITIES IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family ¹	1029	UNIT	\$ 472.00	\$ 485,688.00	
Residential, Multi Family ¹ (Note: MF Fee 0-2 Bedrooms: \$448)	2,435	UNIT	\$ 472.00	\$ 1,149,320.00	
FAIR SHARE OBLIGATION				\$ 1,635,008.00	

B. LIBRARY FACILITIES IMPACT FEE

LIBRARY FEES	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 99.00	\$ 101,871.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms: \$94)	2,435	UNIT	\$ 99.00	\$ 241,065.00	
FAIR SHARE OBLIGATION				\$ 342,936.00	

C. FIRE FACILITIES IMPACT FEE

FIRE FEES	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 164.00	\$ 168,756.00	
Residential, Multi Family	2,435	UNIT	\$ 164.00	\$ 399,340.00	
FAIR SHARE OBLIGATION				\$ 568,096.00	

D. SANITARY SEWAGE FACILITIES EXPANSION IMPACT FEE

[IEUA]

SANITARY SEWAGE FACILITY EXPANSION FEE*	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 6,955.00	\$ 7,156,695.00	
Residential, Multi Family	2,435	UNIT	\$ 6,955.00	\$ 16,935,425.00	
FAIR SHARE OBLIGATION				\$ 24,092,120.00	
EXTRA-TERRITORIAL SEWAGE FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family			TBD	TBD	
Residential, Multi Family			TBD	TBD	
FAIR SHARE OBLIGATION				TBD	

E. SAN BERNARDINO COUNTY FLOOD CONTROL IMPACT FEE

FLOOD CONTROL IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Total Project	354.6	AC	\$ 4,405.00	\$ 1,562,013.00	
FAIR SHARE OBLIGATION				\$ 1,562,013.00	

ATTACHMENT NO. 7

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

F. MULTIPLE SPECIES HABITAT CONSERVATION PLAN

MSHCP Mitigation Fee	QUANT.	UNIT	Fee	Total	Comment
Occupied Habitat	TBD	GROSS AC	\$ 10,350.00	TBD	
Mature RAFSS	TBD	GROSS AC	\$ 6,210.00	TBD	
RSS	TBD	GROSS AC	\$ 6,210.00	TBD	
Distributed RAFSS	TBD	GROSS AC	\$ 6,210.00	TBD	
RAFSS with non-native grassland	TBD	GROSS AC	\$ 4,140.00	TBD	
Non-native grassland with RAFSS elements	TBD	GROSS AC	\$ 2,070.00	TBD	
Non-native grassland	TBD	GROSS AC	\$ 1,035.00	TBD	
FAIR SHARE OBLIGATION					TBD

G. SEWER CONNECTION IMPACT FEE

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 876.61	\$ 902,031.69	
Residential, Multi Family	2,435	UNIT	\$ 876.61	\$ 2,134,545.35	
Subtotal				\$ 3,036,577.04	
Total Construction Credit				\$ (3,511,779.30)	

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00	
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00	
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00	
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00	
60" Sewer Manhole					
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00	
Contingency 35%				\$ 910,461.30	
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30	

H. PUBLIC FACILITIES IMPACT FEE

PUBLIC FACILITIES FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 445.00	\$ 457,905.00	
Residential, Multi Family	2,435	UNIT	\$ 358.32	\$ 872,509.20	
FAIR SHARE OBLIGATION				\$ 1,330,414.20	

I. MUNICIPAL SERVICES IMPACT FEE

MUNICIPAL SERVICES FACILITIES FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 1,700.00	\$ 1,749,300.00	
Residential, Multi Family	2,435	UNIT	\$ 1,700.00	\$ 4,139,500.00	
FAIR SHARE OBLIGATION				\$ 5,888,800.00	

J. TRAFFIC/CIRCULATION IMPACT FEE

TRAFFIC/CIRCULATION IMPACT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 3,734.00	\$ 3,900,286.00	
Residential, Multi Family	2,435	UNIT	\$ 3,509.00	\$ 8,544,415.00	
Subtotal				\$ 14,444,701.00	
Arterial Construction Credits (49% of Circulation Fee)		49% of Circulation DIF	\$ (7,077,903.49)		
Interchange Component Credit (51% of Circulation Fee)		10% of Circulation DIF	\$ (1,569,860.58)		
Total Circulation Construction Fee Credits				\$ (8,647,764.07)	
FAIR SHARE OBLIGATION				\$ 5,796,936.93	
Residential, Single Family	1,029	41%	\$ 2,301.16	\$ 2,367,898.50	
Residential, Multi Family	2,435	59%	\$ 1,408.23	\$ 3,429,038.43	

Note: Circulation Fee for Tr. 19960 et al, 19961 et al, and 19962 et al (Meadow's Village) is \$1750.00 per SF DUC. True Up Payment Addressed herein.

EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>Casa Grande</u>					
Excavation	0	CY	\$ 6.00	\$ -	By Gabion Ranch
Remove Exist. AC	0	SF	\$ 1.25	\$ -	
6.5" A.C. Pavement	0	TONS	\$ 95.00	\$ -	
Sidewalk	14,280	SF	\$ 4.75	\$ 67,330.00	
Slaves	0	LF	\$ 15.00	\$ -	
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00	
Adjust Manhole to Grade	0	EA	\$ 800.00	\$ -	
TOTAL CASA GRANDE				\$ 807,100.00	
<u>Sierra Avenue</u>					
Excavation	3,709	CY	\$ 6.00	\$ 22,256.16	
Remove Exist. AC	143,580	SF	\$ 0.45	\$ 64,611.00	
6.5" A.C. Pavement	10,414	TONS	\$ 95.00	\$ 989,330.00	
8" PCC Curb Only	4,770	LF	\$ 20.00	\$ 95,400.00	
8" PCC Curb and Gutter	640	LF	\$ 16.50	\$ 10,560.00	
Sidewalk	4,120	SF	\$ 4.75	\$ 19,570.00	
Slaves	1,200	LF	\$ 15.00	\$ 18,000.00	
Traffic Signal [Grapeland/Segovia, Duncan Canyon]	2	EA	\$ 350,000.00	\$ 700,000.00	
Signal Interconnect (6-Pack w/96 Strand Fiber)	1,640	LF	\$ 35.00	\$ 92,400.00	
Adjust Manhole to Grade	23	EA	\$ 800.00	\$ 18,400.00	
TOTAL SIERRA AVENUE				\$ 1,030,517.16	
<u>Duncan Canyon</u>					
Excavation	3,715	CY	\$ 6.00	\$ 22,289.88	
Remove Exist. AC	11,950	SF	\$ 0.45	\$ 5,377.50	
6.5" A.C. Pavement	8,142	TONS	\$ 95.00	\$ 773,490.00	
8" PCC Curb Only	9,953	LF	\$ 20.00	\$ 199,060.00	
8" PCC Curb and Gutter	1,564	LF	\$ 16.50	\$ 25,806.00	
Sidewalk	9,384	SF	\$ 4.75	\$ 44,574.00	
Slaves	2,980	LF	\$ 15.00	\$ 44,700.00	
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00	
Signal Interconnect (6-Pack w/96 Strand Fiber)	5,280	LF	\$ 35.00	\$ 184,800.00	
Adjust Manhole to Grade	28	EA	\$ 800.00	\$ 22,400.00	
TOTAL DUNCAN CANYON				\$ 1,012,497.38	
<u>Citrus Avenue</u>					
Excavation	1,560	CY	\$ 6.00	\$ 9,359.40	
Remove Exist. AC	54,890	SF	\$ 0.45	\$ 24,700.50	
6.5" A.C. Pavement	2,426	TONS	\$ 95.00	\$ 230,470.00	
8" PCC Curb Only	2,325	LF	\$ 20.00	\$ 46,500.00	
Slaves	480	LF	\$ 15.00	\$ 7,200.00	
Traffic Signal		EA	\$ 400,000.00	\$ -	
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00	
TOTAL CITRUS AVENUE				\$ 421,029.90	
<u>Cypress Avenue</u>					
Excavation	1,249	CY	\$ 6.00	\$ 7,491.72	
Remove Exist. AC	0	SF	\$ 1.25	\$ -	
6.5" A.C. Pavement	8,038	TONS	\$ 95.00	\$ 763,610.00	
8" PCC Curb and Gutter	1,370	LF	\$ 16.50	\$ 22,605.00	
Sidewalk	8,240	SF	\$ 4.75	\$ 39,140.00	
Slaves	1,010	LF	\$ 15.00	\$ 15,150.00	
Traffic Signal	0	EA	\$ 400,000.00	\$ -	
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00	
TOTAL CYPRESS AVENUE				\$ 1,068,996.72	
Subtotal - Casa Grande, Sierra Ave, Duncan Canyon, Citrus Avenue, Cypress Ave				\$ 6,350,151.16	
Adjustment for Meadows Improvements at Citrus/Casa Grande & Cypress/Casa Grande Intersections				\$ 55,600.00	
Contingency (35%)				\$ 2,242,012.91	
PROJECT CIRCULATION CONSTRUCTION COMPONENTS				\$ 8,647,764.07	

ATTACHMENT NO. 7

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EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

K. MEDIAN LANDSCAPE FEE

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 279.00	\$ 287,091.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,435	UNIT	\$ 279.00	\$ 679,365.00	
Subtotal				\$ 966,456.00	
Total Construction Credit				\$ (2,126,312.10)	
FAIR SHARE OBLIGATION				\$ (1,159,856.10)	
Residential, Single Family	1029	30%	\$ (334.83)	\$ (344,541.55)	
Residential, Multi Family	2,435	70%	\$ (334.83)	\$ (815,314.55)	

MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	Fee	Total	Comment
Median Landscaping [Duncan Canyon, Citrus, Cypress, Sierra]*	143,186	SF	\$ 11.00	\$ 1,575,046.00	
Subtotal				\$ 1,575,046.00	
Contingency 35%				\$ 551,266.10	
*Duncan Canyon (Citrus to Sierra); Citrus (between Tr 16876-1 and Duncan Canyon); Cypress (Duncan Canyon to Grapeland); Sierra (Duncan Canyon to Grapeland)					
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10	

L. PARK DEVELOPMENT FEE

PARK DEVELOPMENT FEE	QUANT.	UNIT	Fee	Total	Comment
Residential, Single Family	1029	UNIT	\$ 6,500.00	\$ 6,688,500.00	
Residential, Multi Family	2,435	UNIT	\$ 5,981.70	\$ 14,565,439.50	
Subtotal				\$ 21,253,939.50	
Total Construction Credit				\$ (24,625,728.85)	
FAIR SHARE OBLIGATION				\$ (3,371,789.35)	
Residential, Single Family	1029	31%	\$ (1,031.18)	\$ (1,061,083.90)	
Residential, Multi Family	2,435	69%	\$ (948.96)	\$ (2,310,705.45)	

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
Improvements for The Arboretum Park (10.7-AC)					
Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	
Clearing & Grubbing	10.7	AC	\$ 5,000.00	\$ 53,500.00	
Excavation	44,000	CY	\$ 2.50	\$ 110,000.00	
Est. 12" to 18" PVC Drain System	4,000	LF	\$ 24.00	\$ 96,000.00	
Arboretum Park Hard/Softscape costs per SITESCAPES Est. dated 6/12/08	1	LS	\$ 11,176,632.00	\$ 11,176,632.00	
[Amenities include: Picnic Area w/ BBQs, Community Garden, Children's Play Park, Central Plaza w/ Fountain, etc.]					
SWPPP	1	EA	\$ 20,000.00	\$ 20,000.00	
Subtotal				\$ 11,606,132.00	

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
Improvements for The Meadows Park (4.6-AC)					
Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	
Clearing & Grubbing	4.7	AC	\$ 5,000.00	\$ 23,500.00	
Excavation	23,000	CY	\$ 2.50	\$ 57,500.00	
Est. 6" to 12" PVC Drain System	1	LS	\$ 75,000.00	\$ 75,000.00	
The Meadows Park Hard/Softscape costs per SITESCAPES Est. dated June 2016	1	LS	\$ 3,735,255.00	\$ 3,735,255.00	
[Amenities include: Central Pavilion Shade Structure, Themed Children's Play Area, 2 Half-court Basketball Courts, etc.]					
SWPPP	1	EA	\$ 10,000.00	\$ 10,000.00	
Subtotal				\$ 4,001,255.00	

ATTACHMENT NO. 7

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EXHIBIT "E"
TO ARBORETUM DEVELOPMENT AGREEMENT

PARK CONSTRUCTION CREDITS						
<u>Improvements for Meadows Pocket Park (.7-AC)</u>						
Mobilization	1	LS	\$	40,000.00	\$	40,000.00
Clearing & Grubbing	0.7	AC	\$	5,000.00	\$	3,500.00
Excavation	3,400	CY	\$	2.50	\$	8,500.00
Est. 6" to 12" PVC Drain System	1	LS	\$	15,000.00	\$	15,000.00
The Meadows Pocket Park Hard/Softscape costs per SITESCAPE: Est. dated June 2016	1	LS	\$	888,304.00	\$	888,304.00
[Amenities include: Tot Lot, Outdoor Picnic Area with BBQs, Shade Structures, and Community Orchard]						
SWPPP	1	EA	\$	4,000.00	\$	4,000.00
Subtotal					\$	959,304.00
Subtotal - Arboretum Park, Meadows Park, and Meadows Pocket Park					\$	16,566,691.00
Contingency 35%					\$	5,798,341.85
Total Park Improvements					\$	21,405,728.85
Park Land Cost(Raw Land)	16.1	AC	\$	200,000.00	\$	3,220,000.00
PARK CONSTRUCTION CREDITS						

M. **STORM DRAINAGE FACILITIES FEE**

STORM DRAINAGE	QUANT.	UNIT	FEES	TOTAL	COMMENT
Arboretum SP Park	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50	
	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80	
Subtotal	273.73			\$ 5,580,705.30	
Total Construction Credits				\$ (15,661,885.25)	
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)	
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)	

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>MASTER PLAN DRAIN SYSTEM</u>					
30" RCP	885	LF	\$ 130.00	\$ 115,050.00	
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00	
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00	
60" RCP	940	LF	\$ 299.00	\$ 281,060.00	
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00	
72" RCP	300	LF	\$ 387.00	\$ 116,100.00	
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00	
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00	
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00	
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00	
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00	
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00	
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00	
Subtotal				\$ 10,119,915.00	
Contingency 35%				\$ 3,541,970.25	
SD CONSTRUCTION CREDITS				\$ 13,661,885.25	

¹The Single-Family DIF is charged when an individual lot is created and will be transferred to a third-party homebuyer in Fee Simple Absolute

²The Multi-Family DIF is charged when a condominium lot is created and transferred to a third-party homebuyer.

EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT
Public Improvement Phasing Schedule

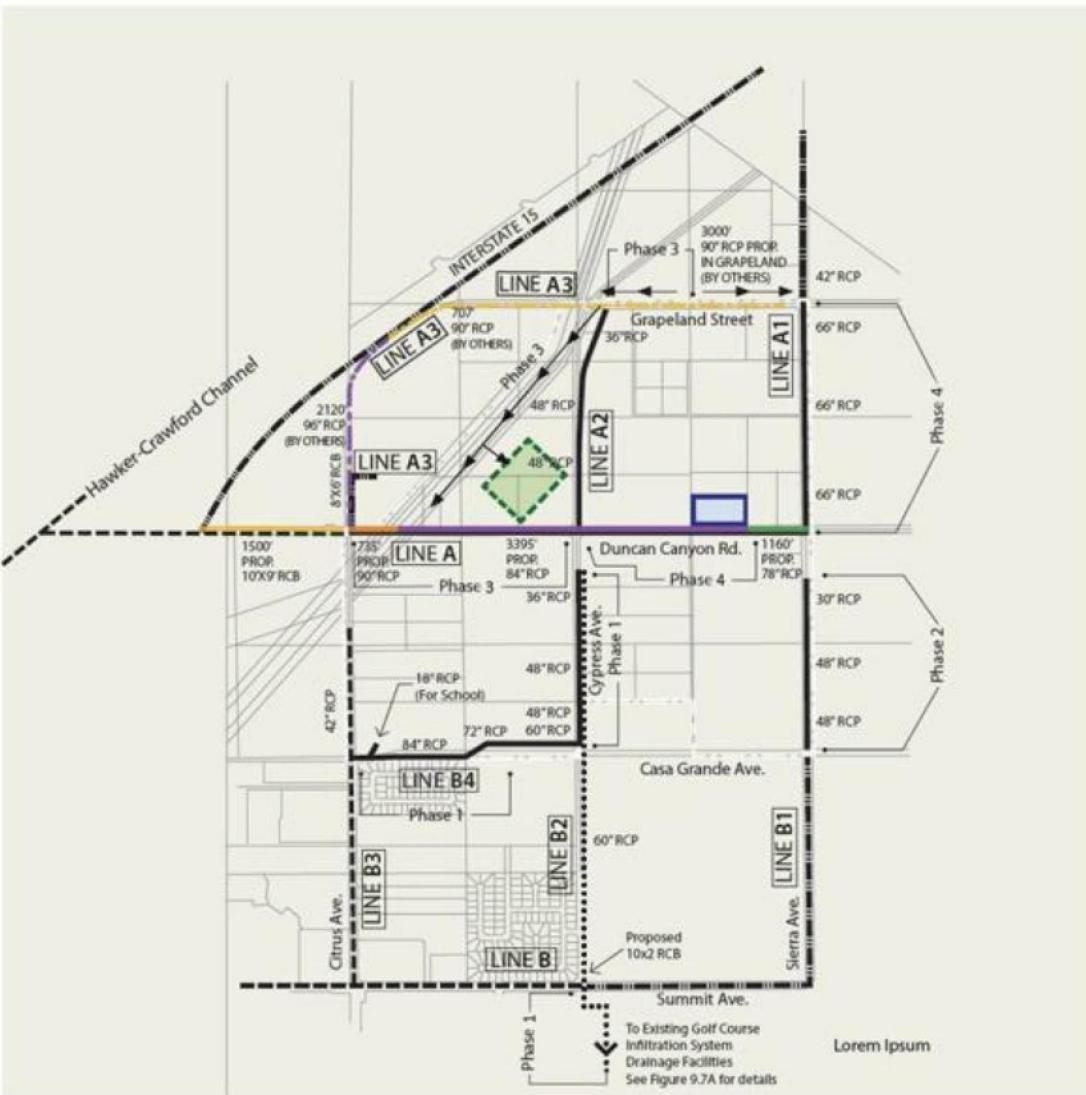
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DRAINAGE PLAN AND PHASING

FIGURE 9.6

LEGEND



- To Existing Golf Course Infiltration System Drainage Facilities See Figure 9.7A for details

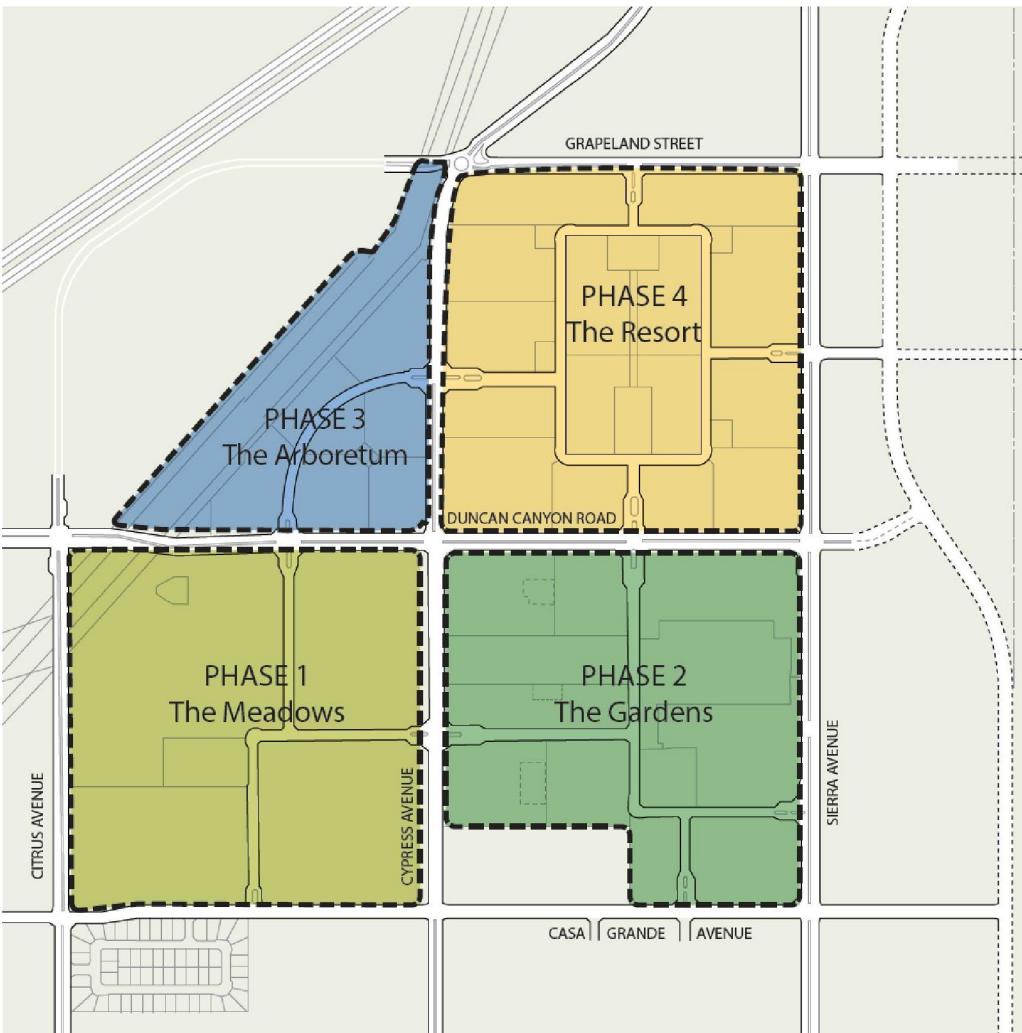
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**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Public Improvement Phasing Schedule

PHASING PLAN

FIGURE 9.1



ATTACHMENT NO. 7

EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT

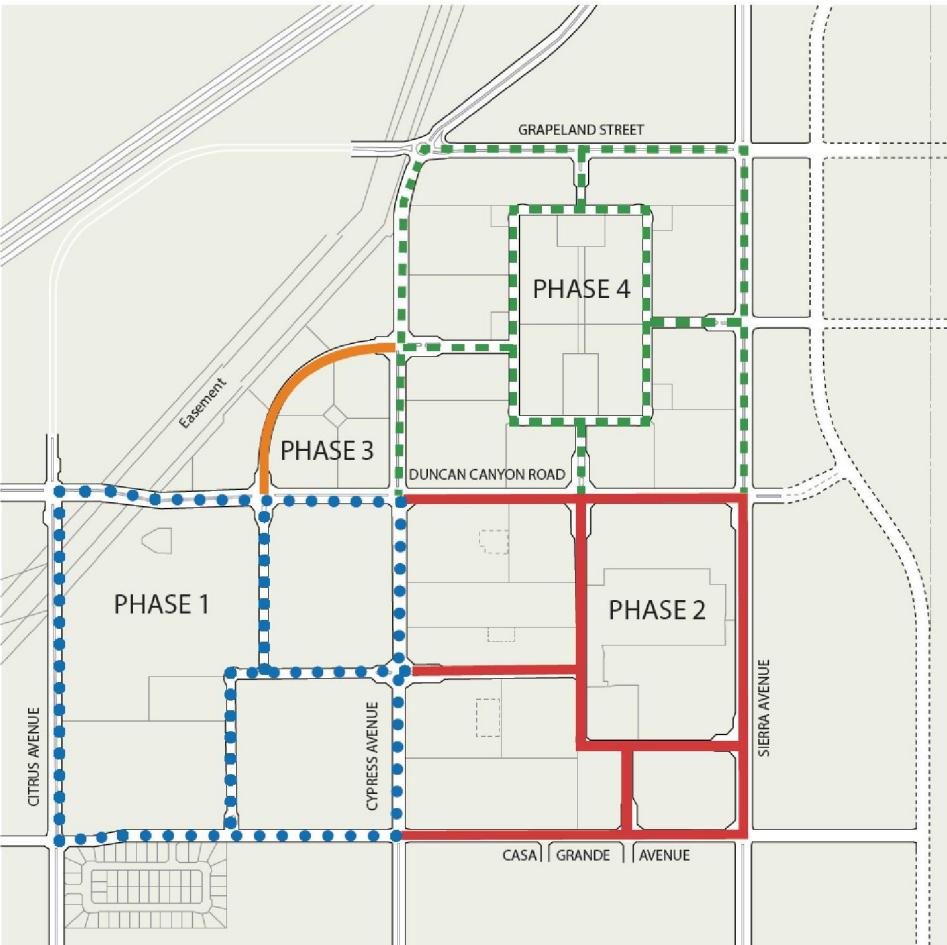
Public Improvement Phasing Schedule

**CIRCULATION
PHASING PLAN**

FIGURE 9.2

LEGEND

- Phase 1
- Phase 2
- Phase 3*
- Phase 4



*When required by Section 9.5.6 Public and Private Parks.

Note: Cypress and Duncan Cyn are built in half-width increments in conjunction with the Phase.

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**EXHIBIT "E-1"
TO ARBORETUM DEVELOPMENT AGREEMENT**

Public Improvement Phasing Schedule

CIRCULATION / LANDSCAPING

Circulation/Landscaping Requirements

Casa Grande: Developer will construct north-half improvements on Casa Grande along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will install landscape improvements within the Owner Frontage only along the north side of ROW.

Citrus Avenue: Developer will construct east-half improvements, landscape median, plus one traffic lane on Citrus Ave along the Frontage. Developer will install landscape improvements within the Owner Frontage only along the east side of Citrus Avenue.

Cypress Avenue: Developer will construct full-width improvements and landscape median (north of Duncan Canyon Road) on Cypress Avenue along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscaping improvements within the Owner Frontage only.

Duncan Canyon: Developer will construct full-width improvements and landscape median on Duncan Canyon along the Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscaping improvements within the Owner Frontage only.

Sierra Avenue: Developer will construct west-half improvements, landscape median between Duncan Canyon Road and Grapeland Street, plus one traffic lane on Sierra Avenue along the frontage. Developer will receive fee credits for improvements installed fronting areas other than the Owner Frontage. Developer will install landscape improvements within the Owner Frontage only along the west side of Sierra Avenue.

Grapeland Avenue: Developer will construct half-width improvements on Grapeland Avenue along the Owner Frontage. Developer will receive fee credit for improvements installed fronting the NAP Property. Developer will construct landscape improvements within the Owner Frontage only.

Landscape improvements fronting each project tract shall be substantially completed when 50% of the building permits have been issued for each tract.

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EXHIBIT “E-1”
TO ARBORETUM DEVELOPMENT AGREEMENT

Public Improvement Phasing Schedule

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MASTER PLAN OF SEWER

FIGURE 9.5

LEGEND

- Existing Sewer Facilities
- Proposed Sewer Facilities

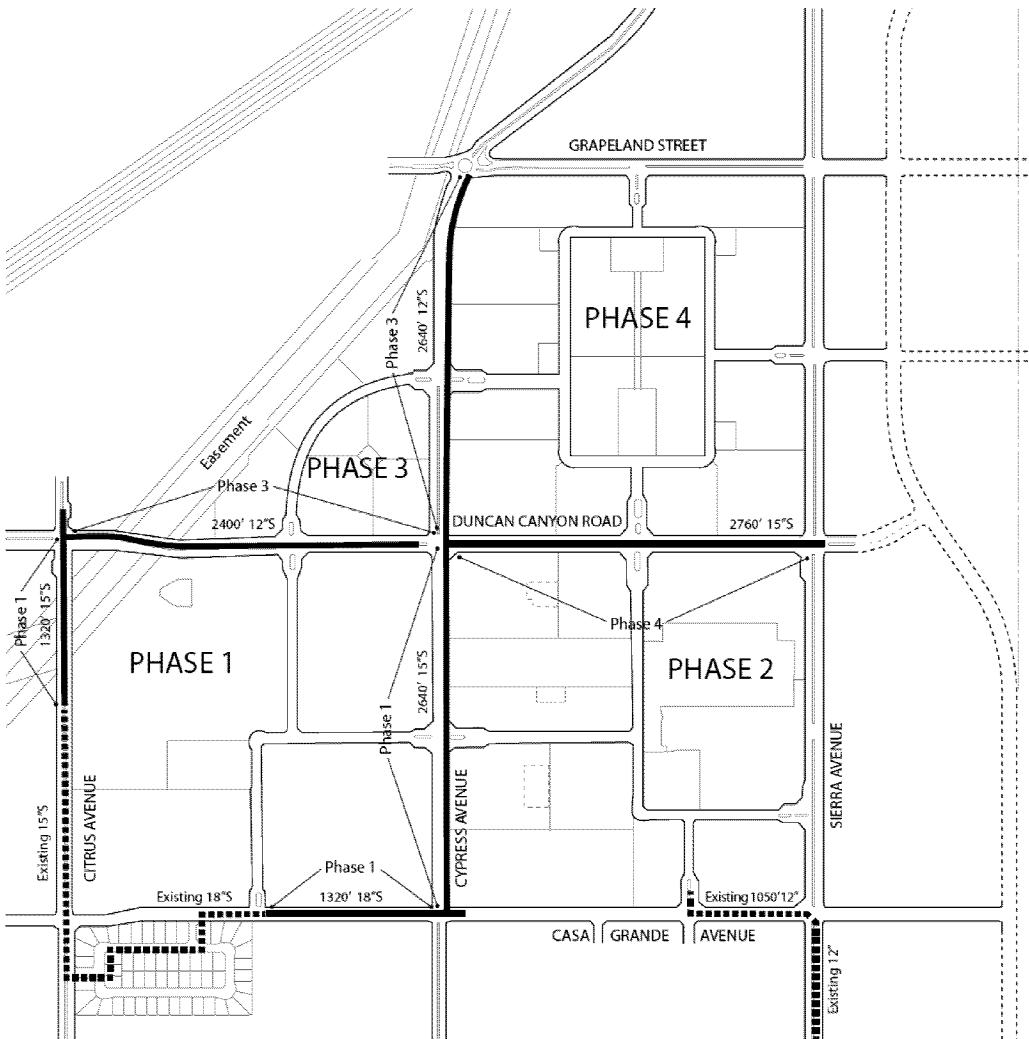


EXHIBIT "E-2" TO ARBORETUM DEVELOPMENT AGREEMENT

Circulation Fee Credit Components

ATTACHMENT NO. 7

Developer Circulation Impact Fee of \$14,444,701 is broken down into two sub-fee categories, interchange and arterial. The interchange fee is 51% of the total fee or \$7,366,797.51 and the arterial fee is equal to the remaining 49% or \$7,077,903.49.

The Developer costs to construct street improvements over and above what is required by the project are estimated at \$8,647,764.07. These costs are based on improvements to portions of the following Nexus Study Projects: Sierra Avenue, Duncan Canyon Road, Cypress Avenue, Casa Grande Avenue and Citrus Avenue.

Fee credits for these improvements will be based on the following:

Arterial Component Credits	\$7,077,903.49
Interchange Component Credits	\$1,569,860.58**
Total Fee Credits	\$8,647,764.07

**Because the costs of the road improvements exceed the Developer fee obligation for the arterial Component Credits, \$1,569,860.58 will be credited from the Interchange Component Credits. Measure I reimbursement for these improvements constructed by the Developer shall be paid directly to the City and deposited into the Interchange Mitigation account.

**EXHIBIT "F"
TO ARBORETUM DEVELOPMENT AGREEMENT**

ATTACHMENT NO. 7

ATTACHMENT NO. 7

Project Public and Private Parks Phasing Schedule

Project Public and Private Parks Phasing Schedule

Village	Park	Building Permit¹
Meadows Village	1 st Community Park (Corner Statement)	133 ⁴
Up to 15 Du/Ac	2 nd Community Park (Oak Grove Park formerly Meadows Park)	375
	3 rd Community Park (Valley Oak Park)	250 ⁴
Gardens Village	1 st Private Park	50% of permits ⁵
Up to 24 Du/Ac	Community Park	350
	2 nd Private Park	50% of permits ⁵
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Resort Village	1 st Private Park	50% of permits ⁵
Up to 20 Du/Ac	Primary Rec Center	417
	2 nd Private Park	50% of permits ⁵
	Secondary Rec Center	1000
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Arboretum Village	1 st Private Park	50% of permits ⁵
Up to 24 Du/Ac	2 nd Private Park	50% of permits ⁵
	3 rd Private Park	50% of permits ⁵
	4 th Private Park	50% of permits ⁵
Arboretum Public Park completion by issuance of 50% of building permits within the Arboretum Village.		

Community gardens as identified in the Specific Plan may be located within private or community parks and shall be substantially completed by the issuance of the building permit thresholds for private parks in each village (i.e., the first, second, and third community gardens will be substantially complete by the 133rd, 357th, and 500th building permit respectively in the Meadows Village). The Arboretum Village will provide community gardens within the Arboretum Park therefore all required community gardens shall be substantially complete per the Arboretum Park schedule defined above.

¹ Building permits means total permits issued within designated Village only, not overall Project permits.

² Building Permit milestone requirements means that the designated park improvements must be Substantially Completed by that milestone.

³ Not Used

⁴ Building permits within PA1 at Meadows Village (Tract 19960).

⁵ Parks shall be constructed by the time 50% of the building permits are issued within the respective Planning Area.

**EXHIBIT “F-1”
TO ARBORETUM DEVELOPMENT AGREEMENT**

Map of Public and Private Parks

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ATTACHMENT NO. 7

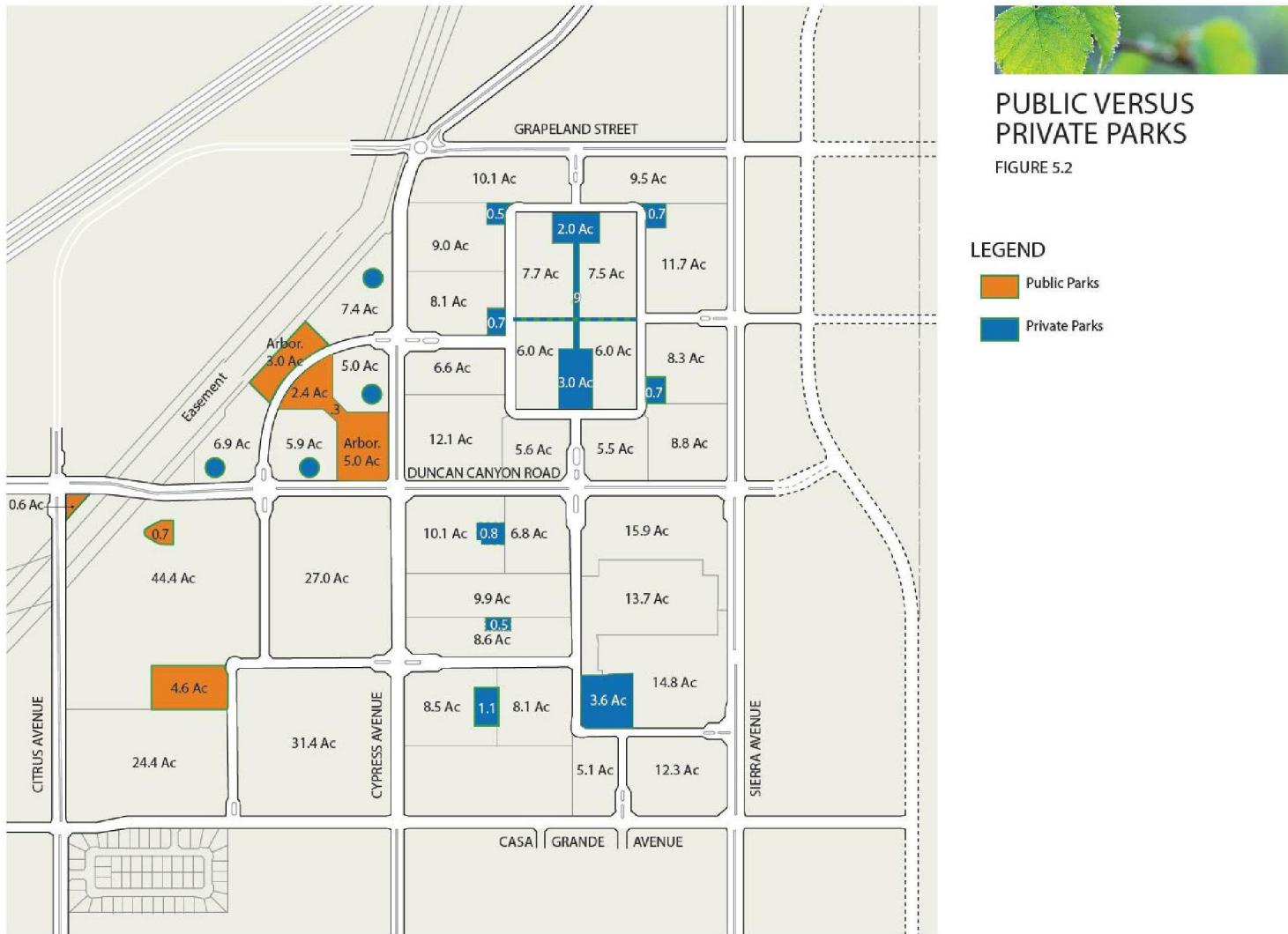


EXHIBIT "K"

ATTACHMENT NO. 7

TO ARBORETUM DEVELOPMENT AGREEMENT

Pass Through Fee Schedule¹

San Bernardino Flood Control	\$4,405 per net acre
IEUA	\$6,955 per DU (effective 01/01/2016)
IEUA Extra-Territorial Fee	To be Determined

¹Subject to change, based on pass through requirements.

EXHIBIT “L”

ATTACHMENT NO. 7

ATTACHMENT NO. 7

TO ARBORETUM DEVELOPMENT AGREEMENT
Arboretum Fee Schedule

[As of Effective Date of Second Amendment to Development Agreement]

Program	Arboretum Fee Schedule	
	SFD	MF
UNITS	1,029	2,435
Sewer connection fee	0	0
Park fees	0	0
Public facilities impact fee	445	358
Library impact fee	99	99
Police impact fee	472	472
Fire facilities	164	164
Circulation impact fee (Meadows Village Tr. 19960 et al, 19961 et al, 19962 et al)	1,750	1,071
(Gardens, Resort and Arboretum Villages)	2,301	1,408
Median landscape impact	0	0
Municipal services	1,700	1,700
IEUA facility expansion****	6,955	6,955
IEUA extra-territorial sewage fee**	TBD	TBD
MSHCP Fee***	TBD	TBD
Storm Drain	0	0
Flood control fee*	786	285

*Flood Control Fee is an estimate. Final pass thru fee will be based on map submittals.

**IEUA pass through fees will be subject to the fee amount at the time of submittals.

***MSHCP Mitigation Fee

**** IEUA pass through fees will be subject to the fee amount at the time of submittals.

Program	UNIT	Fee	Total
Occupied Habitat ac/gross	ac/gross	\$ 10,350.00	TBD
Mature RAFSS	ac/gross	\$ 6,210.00	TBD
RSS	ac/gross	\$ 6,210.00	TBD
Disturbed RAFSS	ac/gross	\$ 6,210.00	TBD
RAFSS with non-native grassland	ac/gross	\$ 4,140.00	TBD
Non-native grassland with RAFSS elements	ac/gross	\$ 2,070.00	TBD
Non-native grassland	ac/gross	\$ 1,035.00	TBD
Total			TBD

Multiple Species Habitat Program (MSHCP) fee shall be determined subject to the requirements of the MSHCP Ordinance # 1464 (Policy) and Resolution # 204-190 (Mitigation Fee).

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ATTACHMENT NO. 7

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NOTICE OF DETERMINATION

TO: X County Clerk, County of
San Bernardino

_____ Office of Planning and Research

FROM: City of Fontana
Planning Division
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. 20-096, Specific Plan Amendment No. 20-005
Development Agreement Amendment No. 20-003, Tentative Tract Map No. 20-009 and 20-010, Tentative Parcel Map No. 20-024 and Design Review No's. 20-035, 20-036, 20-037 and 20-038

State Clearinghouse Number: SCH 2006071109 for the Arboretum Specific Plan (EIR)

Project Applicant: Stacey Sassaman-North Fontana Investment Company, LLC
1156 N. Mountain Avenue
Upland, CA 91786

Project Location: The proposed project is located north of Casa Grande Avenue, east of Cypress Avenue, south of Duncan Canyon Road, and west of Sierra Avenue, within the Gardens Village Planning Area of the Arboretum Specific Plan. (The project site is comprised of the following five (5) Assessor's Parcel Numbers (APNs): 029-131-14, -18, -19, -45, and -54.

Project Description: The project is a proposed specific plan amendment to allow for a density transfer from within the Gardens Village Planning Area and the introduction of two (2) new housing products to the Arboretum Specific Plan. Tentative Tract Map No. 20-009 and 20-010, and Tentative Parcel Map No. 20-024, are comprised of five parcels, (APNs): 029-131-14, -18, -19, -45, and -54 that will be subdivided to create lots for THE development of residential units. Design Review No.'s 20-035, 20-036, 20-037 and 20-038, are site and architectural review requests of 278 residential units and an approximate 6,610 square foot Fitness Center/Clubhouse and Community Park.

This is to advise that the City of Fontana approved the above described project on June 22, 2021 and has made the following determinations:

1. The project will X will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
- X The project was described in and fully discussed and analyzed in the Final Environmental Impact Report adopted by the City Council on September 23, 2009
3. Mitigation measures were X were not made a condition of the approval of the project.
4. A Statement of Overriding Considerations was X 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 Final Environmental Impact Report are specified as follows:

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

Date Received for Filing

Dawn Rowe
Senior Planner

ACTION REPORT
June 22, 2021

FROM: Department of Community Development

SUBJECT: Appeal No. 21-002: A request to overturn the Planning Commission's decision on April 20, 2021, approving Master Case No. 20-072 for Tentative Parcel Map No. 20367 (TPM No. 20-018) and Design Review No. 20-027 along with the adoption of an Initial Study, Mitigated Negative Declaration, and Mitigation, Monitoring, and Reporting Program to consolidate seven (7) parcels into one (1) parcel of approximately 8.61 acres for a proposed building of approximately 205,949 square feet on the southwest corner of Slover Avenue and Oleander Avenue (APNS: 0255-011-04, -05, -08, -20, -21, -22, and -33).

RECOMMENDATION:

Deny Appeal No. 21-002, and uphold the Planning Commission's decision on April 20, 2021, approving Master Case No. 20-072 for Tentative Parcel Map No. 20367 (TPM No. 20-018) and Design Review No. 20-027 along with the adoption of an Initial Study, Mitigated Negative Declaration, and Mitigation, Monitoring, and Reporting Program to consolidate seven (7) parcels into one (1) parcel of approximately 8.61 acres for a proposed building totaling approximately 205,949 square feet on the southwest corner of Slover Avenue and Oleander Avenue (APNS: 0255-011-04, -05, -08, -20, -21, -22, and -33).

COUNCIL GOALS:

- * To create a team by working together to provide stability and consistent policy direction.
- * To create a team by ensuring commissions work within clear guidelines to achieve Council goals.

DISCUSSION:

Background:

On April 20, 2021, the Planning Commission held a public hearing and after hearing public comments and consideration of the evidence presented, approved Master Case No. 20-072 for Tentative Parcel Map No. 20367 (TPM No. 20-018) and Design Review No. 20-027 along with the adoption of an Initial Study, Mitigated Negative Declaration, and Mitigation, Monitoring, and Reporting Program to consolidate seven (7) parcels into one (1) parcel of approximately 8.61 acres for a proposed building totaling approximately 205,949 square feet on the southwest corner of Slover Avenue and Oleander Avenue (APNs: 0255-011-04, -05, -08, -20, -21, -22, and -33). On April 29, 2021, Elizabeth Sena ("Appellant") filed an appeal (Appeal No. 21-002) of the Planning Commission's