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**REDEVELOPMENT PLAN  
FOR THE  
NORTH FONTANA REDEVELOPMENT PROJECT**

**FONTANA REDEVELOPMENT AGENCY**

**Adopted by Ordinance No. 739 of  
the City of Fontana, California,  
dated December 7, 1982**

*Attached at rear*

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I.        INTRODUCTION

The Redevelopment Plan for the North Fontana Redevelopment Project consists of Part I (Text) and Part II (Maps and Legal Description). This Redevelopment Plan has been prepared by the Fontana Redevelopment Agency pursuant to the Community Redevelopment Law of the State of California, the California Constitution and all applicable local laws and ordinances.

## **II. GENERAL DEFINITIONS**

The following references will be used in this Redevelopment Plan unless the context otherwise requires:

- A. "Agency" means the Fontana Redevelopment Agency.
- B. "Bonds" means bonds, notes, interim certificates, debentures or other obligations.
- C. "City" means the City of Fontana, California.
- D. "City Council" means the City Council of the City of Fontana, California.
- E. "County" means the County of San Bernardino, California.
- F. "Map" means the Redevelopment Plan Map for the North Fontana Redevelopment Project (Part II herein).
- G. "Owner" means any individual or entity owning "real property" as defined herein.
- H. "Person" means any individual, or public or private entity.
- I. "Plan" or "Redevelopment Plan" means the Redevelopment Plan for the North Fontana Redevelopment Project.
- J. "Planning Commission" means the Planning Commission of the City of Fontana, California.
- K. "Project" means the North Fontana Redevelopment Project.
- L. "Project Area" means the total area contained within the boundaries of the North Fontana Redevelopment Project as shown on the map contained in Part II of this Redevelopment Plan.



M. "Real Property" means land, including land under water and waterfront property, buildings, structures, fixtures, and improvements on the land; property appurtenant to or used in connection with the land; every estate, interest, privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.

N. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code Sections 33000, et seq.).

O. "Redevelopment Project" means the North Fontana Redevelopment Project.

P. "State" means the State of California.

### III. PROJECT AREA BOUNDARIES

The boundaries of the Project Area are illustrated on the Map included in Part II of this Redevelopment Plan. The legal description of the boundaries of the Project subareas which comprise the Project Area are also included in Part II.

#### **IV. PROPOSED REDEVELOPMENT ACTIONS**

The Agency proposes to eliminate and prevent blight and deterioration and the spread thereof in the Project Area by:

- (a) Relocation assistance to displaced residential and nonresidential occupants;
- (b) Installation, construction, reconstruction or expansion of police and fire service facilities located at the Fontana Civic Center;
- (c) Disposition of property for uses in accordance with this Plan;
- (d) Redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- (e) Providing financing assistance to encourage residential, commercial and specialized industrial development through the issuance of mortgage revenue bonds and tax allocation bonds.

Redevelopment by the Agency pursuant to this Plan may include, but is not limited to, the following:

- (a) The alteration, improvement, modernization, reconstruction, or rehabilitation, or any combination of these, of existing structures in the Project Area.
- (b) Provision for open-space types of use, such as streets and other public grounds and space around buildings, and public or private buildings, structures and improvements, and improvements of public or private recreation areas and other public grounds.
- (c) The replanning or redesign or original development of undeveloped areas as to which any of the following conditions exist:
  - (1) The area is stagnant or improperly utilized because of defective or inadequate street layout, faulty lot layout in relation to size, shape, accessibility, or usefulness, or for other causes;
  - (2) The area is severely burdened with inadequate public improvements, public facilities and utilities which cannot be remedied by private or governmental action without redevelopment;
  - (3) The area requires replanning and land assembly for reclamation or development in the interest of the general welfare because of widely scattered ownership, tax delinquency, or other reasons; and

- (4) The area requires land assembly for the purpose of the development of a "new community" within the meaning of the Federal New Communities Act of 1968.

A. Property Acquisition

1. Acquisition of Real Property

The Agency may acquire all or part of the real property located in the Project Area by gift, grant, bequest, devise, purchase, lease, exchange, eminent domain or any other lawful method. Payment for property acquired shall be as provided by law.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to implement this Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area.

Commencement of eminent domain proceedings to acquire property within the Project Area shall be within twelve (12) years from the effective date of the ordinance which approves and adopts this Redevelopment Plan.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property, if it is transferred to private ownership before the Agency completes land disposition within the entire Project Area, unless the Agency and the private owner enter into an owner participation agreement.

The Agency shall not acquire real property to be retained by an owner either as a conforming owner or pursuant to an owner participation agreement if the owner fully performs under such owner participation agreement. The Agency may acquire structures without acquiring the land upon which those structures are located. The Agency may acquire any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless:

- (a) such building requires structural alteration, improvement, modernization, or rehabilitation; or
- (b) the site or lot on which the building is situated requires modification in size, shape or use; or
- (c) it is necessary to impose upon such property any of the standards, restrictions and controls of this Plan and the owner fails or refuses to participate in this Project by executing an owner participation agreement.

The Agency at the request of the City Council may accept a conveyance of real property (located either within or outside a survey area) owned by a public entity and declared surplus by the public entity, or owned by a private entity. The Agency may dispose of such property to private persons or to public or private entities, by sale or long-term lease for development. All or any part of the funds derived from the sale or lease of such property may at the discretion of the City Council be paid to the City, or to the public entity from which any such property was acquired.

## **2. Acquisition of Personal Property**

The Agency may acquire personal property in the Project Area by any lawful means.

### **B. Conforming Owners and Participation by Owners and Business Tenants**

#### **1. Opportunities for Owners and Business Tenants**

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area, to continue or reenter into business within the Project Area. For that purpose the Agency has adopted rules for reentry.

It is the intention of the Agency to allow owners of parcels of undeveloped residential and other types of real property within the Project Area to participate in the redevelopment of the Project Area if they meet the requirements prescribed by the Agency consistent with this Plan. Owners of all or part of the property in the Project Area may participate in its redevelopment in conformity with this Plan.

In the event a participant fails or refuses to rehabilitate or develop his real property pursuant to this Plan and/or an owner participation agreement, as an alternate thereto, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

The Planning Commission may determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owners of such properties may be permitted to remain as conforming owners without entering into an owner participation agreement with the Agency, provided such owners continue to operate and use the real property within the requirements of this Plan.

The Planning Commission may also determine that certain real property within the Project Area is substantially in conformance with the requirements of this Plan provided the owners of such properties shall adequately screen from public view all outdoor storage of materials or equipment and shall adequately landscape such property and upon satisfactory compliance with such requirements the owners of such properties shall be allowed to remain as conforming owners of such property.

In the event any of the conforming owners desire to: (i) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (ii) acquire additional real property within the Project Area, then such conforming owners shall be required to enter into an owner participation agreement with the Agency in the same manner as required for other owners.

Any real property owned by conforming owners located outside of the designated conforming parcels and within the Project Area shall be considered and treated in the same manner as real property owned by other owners, and may be subject to an owner participation agreement with the Agency.

**2. Rules for Participation Opportunities, Priorities and Preferences**

Owners of property and business tenants may participate in the redevelopment of property in the Project Area in accordance with the Rules Governing Participation by Owners and Business Tenants and the Rules Governing Preference for Reentry in Business adopted by the Agency. In general, these rules provide: (i) that existing business owners and business tenants within the Project Area be given preference for reentry into business within the redeveloped Project Area; and (ii) that certain nonconforming buildings in the Project Area be retained; provided such owners enter into agreements with the Agency, whereby the owners agree to rehabilitate their properties to conform with the standards of this Plan at their own expense.

In both instances owners shall be required to submit proof to the Agency of their qualifications and financial ability to carry out their agreement with the Agency. The Rules Governing Participation by Owners and Business Tenants adopted by the Agency are set out in Exhibit A and the Rules Governing Preference for Reentry in Business adopted by the Agency and made available for inspection are on file with the City Clerk of the City of Fontana.

**3. Owner Participation Agreements**

Each participant who is not a conforming owner shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties.

C. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency may make and execute contracts and other instruments with public bodies and other persons which are necessary or convenient to the exercise of its powers and to carry out the purposes of this Plan, including, without limitation, participation in the establishment of joint powers authorities.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency shall, however, seek the cooperation of all public bodies which own or intend to acquire property in the Project Area.

The Agency may in any year during which it owns property in the Project Area pay directly to the City, County, and any district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by the Agency to the City and County pursuant to this section shall be disbursed by the City and County to any school district with territory located within the Project Area in the City and County. "Proportionate share", as used in the preceding sentence, means the ratio of the school district tax rate, which is included in the total tax rate of the City and County, to the total tax rate of the City and County.

The Agency may also pay to any taxing agency with territory located within the Project Area other than the City, any amounts of money which in the Agency's determination is appropriate to alleviate any financial burden or detriment caused to any such taxing agency by the Project.



**D. Property Management**

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. The Agency may rent or lease, maintain, manage, operate, repair and clear real property of the Agency.

The Agency may insure or provide for the insurance of any real or personal property owned by the Agency against risks or hazards.

**E. Relocation of Persons Displaced**

**1. Assistance in Finding Other Locations**

The Agency shall assist all persons (including families, business concerns, and others) displaced by the Project in finding other locations and facilities. There are or will be provided in areas other than the Project Area, areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. In order to carry out the Project with a minimum of hardship to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonable convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing outside the Project Area for displaced persons.

No persons or families of low- and moderate-income shall be displaced by the Agency from the Project Area unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement.

Permanent housing facilities shall be made available within three (3) years from the time occupants are displaced, by the Agency, and pending development of such facilities there will be available to such displaced occupants adequate

temporary housing facilities at rents comparable to those in the community at the time of their displacement in accordance with California Health and Safety Code Section 33412.

2. Relocation Payments

The Agency shall pay reasonable moving expenses to residents (including individuals and families) displaced by the Project, in accordance with the provisions below. This provision is not intended to provide incentives for commercial and industrial businesses to move out of the Project Area. However, the Agency may make relocation payments to such business concerns for moving expenses where the Agency determines it is in the best interest of the Project, and the Agency may make such other payments as may be in the best interest of the Project and for which funds are available.

The Agency shall provide relocation assistance and shall make all payments required by the California Relocation Assistance Law, Government Code Section 7260, et seq., and such guidelines as may be adopted by the Department of Housing and Community Development pursuant to Health and Safety Code Section 50460.

3. Other Relocation Assistance

Upon request from and at the expense of any public body, the Agency may, outside the survey area, with the approval of the City Council, provide (1) relocation assistance to persons displaced by governmental action, and (2) aid and assistance to property owners in connection with rehabilitation loans and grants.

Whenever dwelling units housing persons and families of low- or moderate income are destroyed or removed from the low- and moderate-income housing market as part of the Project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low- or moderate-income an equal number of replacement dwelling units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency, in accordance with the provisions of Sections 33413 and 33413.5 of the California Health and Safety Code.

The Agency may, in order to facilitate the rehousing of families and single persons who are displaced from their homes in the Project Area, as a result of Agency activity, utilize the aid made available through federal urban renewal, redevelopment and housing legislation and may use funds derived from any public or private source to carry out such rehousing.

F. Demolition, Clearance, Public Improvements, Building and Site Preparation

1. Demolition and Clearance

The Agency may clear or move buildings, structures, or other improvements from any real property acquired.

2. Public Improvements

The Agency shall not incur any debt for the financing of those public improvements as permitted herein unless at the time the Agency decides to so finance such public improvements it can be found and determined that the City will not be adversely impacted thereby and that the City has or will have the ability to maintain such facilities and other public improvements. Each Owner Participation Agreement or Disposition and Development Agreement pursuant to which the Agency agrees to install, construct or finance all or part of any public improvement shall contain provisions satisfactory to the Agency and the City to mitigate the adverse financial effects, if any, on the City by reason of increased municipal service demands required as a result of the installation, construction or financing of said public improvements by the Agency.

The Agency may acquire, install and construct or cause to be installed and constructed public improvements and public utilities (within or outside the Project Area). Such public improvements include, but are not limited to, overpasses or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, flood control facilities, natural gas distribution systems, water supply and distribution systems, buildings, parks, off-street parking, plazas, playgrounds, landscaped areas, and any other public building, facility, structure or improvement.

Public improvements of the nature as hereinafter set forth may be constructed or installed, or cause to be constructed or installed, in whole or in part by the Agency with the twenty percent (20%) of the tax increment moneys that would otherwise be set aside pursuant to Section 33334.2 of the Redevelopment Law provided that such public improvements, pursuant to said Section 33334.2 of the Redevelopment Law will be for the purposes of increasing and improving the supply of low- and moderate-income housing available at affordable housing costs within the City to persons and families of low or moderate income and very low income households. This is hereinafter discussed in Section V(C) hereof with regard to Housing Units within the Project Area.

The Agency presently contemplates paying all or part of the cost of and the acquisition, installation or construction of the following publicly owned improvements, structures and facilities which the Agency and the City Council have found specifically benefit the territory included within the Project Area:

Arterial street construction and improvement including curbs, gutters, sidewalks, medians, landscaping, sidewalks, street lighting and other appurtenant facilities and other appurtenant work at the following locations located within or of benefit to the Project Area:

Foothill Boulevard from Lime Avenue to East Street;  
Baseline Road from Palmetto Avenue to the Devore Freeway;  
Highland Avenue from Palmetto Avenue to the Devore Freeway;  
Summit Avenue from Sierra Avenue to Highland Avenue;  
Duncan Canyon Road from Sierra Avenue to Citrus Avenue;  
Riverside Drive from Mango Avenue to Sierra Avenue;  
Sierra Avenue from Baseline Road to the Devore Freeway;  
Citrus Avenue from Baseline Road to the Devore Freeway;  
Beech Avenue from Foothill Boulevard to Summit Avenue;  
Cherry Avenue from Foothill Boulevard to the Devore Freeway;  
East Street from Foothill Boulevard to Baseline Road; and  
Mango Avenue from Riverside Drive to Highland Avenue.

Construction or improvement of bridges and all appurtenances thereto and other appurtenant work for roadway crossings, regional drainage facilities and reconstruction and improvement of railroad grade crossings along the following streets either within or of benefit to the Project Area:

Highland Avenue

Victoria Street

Baseline Road

Foothill Boulevard

Construction and improvement of regional flood control and storm drainage improvements and appurtenant facilities and perform all appurtenant work related thereto located in the following areas either within or of benefit to the Project Area:

Duncan Canyon Road from Sierra Avenue to the Devore Freeway and south along Lytle Creek Road to Summit Avenue;

Summit Avenue from Sierra Avenue to the Devore Freeway and south along San Sevaine Road to Highland Avenue;

Highland Avenue from Sierra Avenue to the Devore Freeway and south to connect with the Etiwanda/San Sevaine Creek system;

Baseline Road from Sierra Avenue to the Etiwanda/San Sevaine Creek system; and

Foothill Boulevard from Sierra Avenue to the Etiwanda/San Sevaine Creek system.

Construct, install and improve sanitary sewer facilities and all appurtenant improvements and perform all appurtenant work related thereto along the following locations either within or of benefit to the Project Area:

East Avenue from Foothill Boulevard to Baseline Road;

Cherry Avenue from Foothill Boulevard to Baseline Road and northwest to Highland Avenue;

Baseline Road to San Sevaine Road and north along San Sevaine Road to Summit Avenue and east to Lytle Creek Road (this line originates at intersection of Highland Avenue and Cherry Avenue);

Lytle Creek Road and north to the Devore Freeway and northeast along Devore Freeway to Duncan Canyon Road (this line originates at intersection of Lytle Creek Road and Summit Avenue);

Beech Avenue from Foothill Boulevard to Baseline Road;

Beech Avenue from Baseline Road to Highland Avenue and then north to Lyster Avenue (this line originates at intersection of Baseline Road and Beech Avenue);

Baseline Road from intersection of Baseline Road and Beech Avenue east to Knox Avenue and north to Walnut Street and east to Cypress Avenue;

Citrus Avenue from Walnut Avenue to Highland Avenue and east to Mango Avenue;

Oleander Avenue from Highland Avenue to Summit Avenue and east to Cypress Avenue;

Cypress Avenue from Summit Avenue north to Duncan Canyon Road and east to Sierra Avenue;

Cherry Avenue from Foothill Boulevard south to connect with existing City sanitary sewer lines; and

Beech Avenue from Foothill Boulevard south to connect with existing City sanitary sewer lines.

Construction, installation and improvement of domestic water and fire flow service facilities located within public rights-of-way and all appurtenant facilities, water transmission mains, pumps and storage capacity and perform all appurtenant work related thereto in the following areas either within or of benefit to the Project Area:

Cucamonga County Water District service area: complete existing master plan for this service area by constructing a 1/2 mile square grid system;

Fontana Water Company service area: complete existing system and necessary expansion with combination of 1/2 mile square grid and existing facilities;

West San Bernardino County Water District service area: complete existing system and necessary expansion with combination of 1/2 mile square grid and existing facilities; construct additional water storage capacity.

Construct, install and improve various public buildings and appurtenant facilities to be located within the North Fontana Redevelopment Project or which shall otherwise be of benefit to said Project Area:

(a) Public schools to be located within Project Area in accordance with specific plans for development:

- i) 29 elementary schools;
- ii) 4 junior high schools; and
- iii) 1 high school;

(b) A City police substation to be located within the Project Area in accordance with specific plans for development;

(c) Public park site and open space acquisitions of approximately 458 acres within the Project Area to be located in accordance with specific plans for development; and

(d) Fire station relocation and construction within the Project Area in accordance with specific plans for development.

3. Preparation of Building and Development Sites

The Agency may prepare or cause to be prepared building and development sites as any real property is acquired.

The Agency may develop as a building site any real property owned or acquired by it (except that it may not develop, without the prior consent of the City Council, a site for industrial or commercial use so as to provide streets, sidewalks, utilities, or other improvements which an owner or operator of the site would otherwise be obligated to provide). In connection with such development, the Agency may cause, provide or undertake or make provision with other agencies for the installation, or construction of streets, utilities, parks, playgrounds and other public improvements necessary for carrying out this Plan in the Project Area. Actual construction of such public improvements by the Agency other than those set forth in this Redevelopment Plan may require the amendment of this Redevelopment Plan.

The Agency may construct foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights sites for buildings.

G. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation

The Agency may rehabilitate or cause to be rehabilitated any building or structure in the Project Area acquired by the Agency. The Agency may also



advise, encourage, and assist, including financial assistance pursuant to the Community Redevelopment Law or any other applicable law or laws, in the rehabilitation of property in the Project Area not acquired by the Agency.

2. Moving of Structures

As necessary in carrying out this Plan, the Agency may move or cause to be moved any building or other structure to a location within or outside the Project Area.

H. Property Disposition and Development

1. Real Property Disposition and Development

a. General

Within the survey area or for purposes of redevelopment, the Agency may sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust, or otherwise, or otherwise dispose of any real or personal property or any interest in property.

To the extent permitted by law, the Agency may dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by the Agency in the Project Area, except real property conveyed by the Agency to the City, shall be sold or leased for development for the uses permitted in the Plan, subject to restrictions contained in the Redevelopment Law. With respect to land sold or leased for private use, the Agency may retain such controls and establish such restrictions or covenants running with the land for such periods of time and under such conditions as the City Council deems necessary to effectuate the purposes of the Redevelopment Law. Real property may be conveyed by the Agency to the City or to any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one (1) year after



completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

All purchasers or lessees of property shall be obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency determines as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

b. Purchase and Development by Participants

Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency shall offer real property in the Project Area for purchase and development by owner and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business-tenants in the Project Area.

c. Purchase and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan are carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to owner participation agreements, shall be made subject to the provisions of this Plan by express reference in all leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinances of the City, conditional use permits, or other pertinent means affecting said property. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County. The absence of such reference to the provisions of this Plan in any document involving the sale, lease of any property sold to the Agency or subject to an owner participation agreement shall not excuse any person or owner from compliance with the terms of this Plan.

The leases, deeds, contracts, agreements, and declarations of restrictions may also contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such a nondiscrimination clause.

d. Development

To the extent and in the manner now or hereafter permitted by law, the Agency may pay for all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or outside the Project Area with the consent of the City Council.

During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan and other documents formulated pursuant to this Plan are observed, and that development in the Project Area proceeds in accordance with the applicable development documents and time schedules.

The Agency shall require that development plans be submitted to the City for approval and architectural review. All development must conform to this Plan and all applicable State and local laws and must receive the approval of the appropriate public agencies.

Any work of grading, clearing, demolition, or construction undertaken by the Agency shall be done by contract after competitive bids if the cost of such work exceeds the amount specified in Section 37902 of the Government Code, as that section presently exists or may be hereafter amended. With respect to work of grading, clearing, demolition, or construction which is not in excess of such

amount, the Agency may contract the work without competitive bids, and in contracting such work may give priority to the residents of the Project Area and to persons displaced from the Project Area as a result of redevelopment activities.

To the greatest extent feasible, contracts for work to be performed in connection with the Project shall be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the Project Area. To the greatest extent feasible, opportunities for training and employment arising from any contract for work to be performed in connection with the Project shall be given to the lower-income residents of the Project Area.

2. Personal Property Disposition

For the purpose of this Plan the Agency may sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

V. USES PERMITTED IN THE PROJECT AREA

A. Map

The Map included in Part II of this Redevelopment Plan illustrates the location of the Project Area, the immediately adjacent streets and the principal public rights-of-way and public easements.

B. Commercial, Industrial and Governmental

It is presently anticipated that the Project Area will contain residential, commercial, industrial and governmental land uses. Although the primary land use in the Project Area is anticipated to be residential, the following discussion focuses on commercial, industrial and governmental land uses.

Commercial uses in the Project Area may include, but shall not be limited to, business offices, professional offices, retail stores and shops and other office functions as may be directly related to industry and commerce as well as to the general public. As the Project nears completion, the Project Area may support a regional commercial facility or regional mall.

Industrial uses in the Project Area may include, but shall not be limited to, industrial and industrial park developments which may include light manufacturing, fabrication, production and assembly, wholesale and resale distribution uses, technical service businesses, research and development and other related compatible uses.

Governmental uses in the Project Area may include, but shall not be limited to, City, County, State and Federal offices, activities and other related and compatible uses. Principal among these governmental land uses is, of course, schools, park, public facilities and public safety buildings and public streets.

The City zoning ordinance, as it now exists or is hereafter amended, shall apply to development pursuant to this Plan. In such development, the limitation on the type, size, height, number and proposed use of buildings shall be in accordance with such zoning and the building and safety laws and regulations

applicable from time to time in the City, and the provisions of this Plan. Reference should be made to the attached Exhibit E.

C. Residential Uses

Residential dwelling units shall be permitted in the Project Area for residential uses, provided such dwellings are of sound condition, are compatible with the surrounding land use under this Plan, and are permitted by the policies and ordinances of the City, as amended from time to time. The Agency shall comply with the provisions of Section 33334.5 of the Redevelopment Law should housing uses for persons and families of low or moderate income as specified in said section be applicable to the Project Area or any Subarea thereof. Reference should be made to the attached Exhibit D.

Section 33334.2 of the Redevelopment Law requires that not less than twenty percent (20%) of all taxes which are allocated to the Agency pursuant to Section 33670 of the Redevelopment Law shall be used by the Agency for the purposes of increasing and improving the City's supply of low- and moderate-income housing available at affordable housing cost to persons and families of low- or moderate-income and very low income households, unless one of the following findings is made:

(1) That no need exists in the City, the provision of which would benefit the Project Area to improve or increase the supply of low- and moderate income housing; or

(2) That some stated percentage less than twenty percent (20%) of the taxes which are allocated to the Agency pursuant to Section 33670 of the Redevelopment Law is sufficient to meet such housing need; or

(3) That a substantial effort to meet low- and moderate-income housing needs in the City is being made, and that this effort, including the obligation of funds currently available for the benefit of the City from State, local, and federal sources for low- and moderate-income housing is alone or in combination with the taxes allocated under said Section 33334.2, is equivalent in impact to the funds otherwise required to be set aside pursuant to said Section 33334.2. The

City Council shall consider the need that can be reasonably foreseen because of displacement of persons and families of low or moderate income or very low income households from within or adjacent to the Project Area, because of increased employment opportunities, or because of any other direct or indirect result of implementation of this Redevelopment Plan.

Such twenty percent (20%) set aside as required by said Section 33334.2 may be utilized for paying, directly or indirectly, the costs of public improvements either within or outside the Project Area, and if such public improvements are located outside the Project Area, upon the proper findings being made by the City Council and the Agency that there will be benefit to the Project Area. The Agency may pay either directly or indirectly the costs of such public improvements which shall be deemed to benefit low- and moderate-income housing, or may provide that through the issuance of tax allocation bonds or notes or other forms of indebtedness the proceeds of which may be used to provide public improvements that the twenty percent (20%) of the debt service obligation and the principal amounts derived from such issuance thereof shall be deemed to be equivalent to that amount otherwise required by said Section 33334.2. It shall not be incumbent upon either the Agency or the City Council to make additional findings on an annual basis as to the use of such moneys for public improvement projects to be funded in whole or in part by those moneys available pursuant to Section 33334.2, and the provisions of this paragraph shall apply throughout the term of this Plan. Such funds received by the Agency pursuant to Section 33670, including that portion available under Section 33334.2, may be irrevocably pledged to the payment of the principal of and interest on any tax allocation bonds or notes or other forms of indebtedness issued or incurred by the Agency.

Except as hereinafter provided, at least thirty percent (30%) of all new or rehabilitated dwelling units developed within the Project Area by the Agency shall be available at affordable housing cost to persons and families of low or moderate income. Of such thirty percent (30%) not less than fifty percent (50%) thereof shall be available at affordable housing cost to, and occupied by, very low income households.

Except as nereinafter provided, at least fifteen percent (15%) of all new or rehabilitated dwelling units developed within the Project Area by public or

private entities or persons other than the Agency shall be available at affordable housing cost to persons and families of low or moderate income. Of such fifteen percent (15%) not less than forty percent (40%) thereof shall be available at affordable cost to very low income households.

The requirements of the preceding two paragraphs shall apply in the aggregate to housing in the Project Area and not to each individual case of rehabilitation, development, or construction of dwelling units.

The Agency shall require that the aggregate number of dwelling units rehabilitated, developed or constructed pursuant to the above provisions remain available at affordable housing cost to persons and families of low or moderate income and very low income households, respectively for not less than the period of the land use controls established in this Redevelopment Plan.

**D. Open Space**

Open space shall be in accordance with the General Plan of the City and with the zoning ordinance of the City, as they may be amended from time to time. Reference should be made to the attached Exhibit C.

**E. Public Uses**

**1. Rights-of-Way and Easements**

The principal existing public streets in the Project Area are listed on Exhibit B and illustrated on the Map included in Part II of this Redevelopment Plan. Principal streets which are included within or form the boundaries of the various subareas of the Project Area are as follows:

- (a) Foothill Boulevard
- (b) Miller Boulevard
- (c) Baseline Road
- (d) Highland Avenue
- (e) Summit Avenue
- (f) Duncan Canyon Road

- (g) Sierra Avenue
- (h) Citrus Avenue
- (i) Beech Avenue
- (j) Cherry Avenue

Other public streets in the street layout are also shown on said Map.

Such streets (and any other street within or outside the Project Area) may be widened, altered, abandoned, or closed, and additional public streets, alleys and easements may be created as needed for circulation and access to developed and to redeveloped properties and as otherwise needed. Overpasses, underpasses, railroad crossings and bridges may be constructed as necessary.

The public rights-of-way shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

## 2. Other Public Property

Other public buildings and structures may remain in their present locations and may expand as necessary. If any part of such public property is not used for public, semi-public, institutional or nonprofit facilities, then the alternative use shall be as permitted by the zoning ordinance of the City, as amended from time to time. Reference should be made to attached Exhibit C.

## F. Other Semi-Public, Institutional and Nonprofit Uses

The Agency may permit the establishment or enlargement of public, semi-public, institutional, or nonprofit uses, including, without limitation, parks, recreational facilities, transportation facilities, parking facilities, libraries, hospital and medical facilities, landscaped public ways, flood control protection, educational, fraternal, employee, philanthropic and charitable institutions and facilities of other similar associations or organizations. To the extent any of the foregoing uses are public in nature, the Agency may acquire, install and construct or cause the same to be installed and constructed by itself or in cooperation with any public body or other person, as permitted by law. All such uses shall conform



so far as possible to the provisions of this Plan and to the zoning ordinance of the City, as amended from time to time. The Agency shall impose such other reasonable restrictions as are necessary to protect the development and use in the Project Area.

G. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan except in conformance with the provisions of this Plan.

As hereinafter more specifically set forth, it is the intent and desire of the Agency that all items as may be delegated to the Planning Commission shall be so delegated for their action on those items which are within the scope of their authority.

1. New Construction

All new construction shall comply with all applicable State and local laws, codes and ordinances in effect from time to time.

Parking facilities for the joint use of two or more parcels of a size sufficient to meet the combined requirements of such parcels may be constructed with prior written approval of the Agency.

Rights-of-way, public or private, for streets, pedestrian paths, malls, vehicular access to parking and loading areas, service roads, and for easements for utilities may be established by the Agency or by others upon approval of the Agency.

The Agency through the Planning Commission, as appropriate, may establish setback requirements for all new development within the Project Area which may exceed the requirements of the City zoning ordinance as it now exists or may be hereafter amended.

The Agency through the Planning Commission may require that adequate landscaping, screening and noise abatement measures be provided to create a buffer between industrial, commercial and other use areas. All outdoor storage of materials or equipment shall be enclosed or screened by walls, landscaping or other enclosure to the extent and in the manner required by the Agency.

## 2. Existing Non-Conforming Uses

The Agency may permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan. As soon as feasible such uses shall be brought into accordance with this Plan and be generally compatible with the developments and uses in the Project Area. As a condition to the issuance of a building permit the Agency may require the owner of such a property to enter into an owner participation agreement and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

## 3. Rehabilitation

Any existing structure within the Project Area which the Agency shall approve for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such manner that it shall meet the following requirements: (i) be safe and sound in all physical respects in terms of size, location, use and occupancy, and (ii) be attractive in appearance and not detrimental to the surrounding areas.

## 4. Open Spaces and Landscaping

The approximate amount of open space to be provided in the Project Area includes, but is not limited to, the total of all areas which will be in the public rights-of-way, parks, and recreational areas, the space around buildings and all other outdoor areas not permitted to be covered by buildings. Reference should be made to the attached Exhibit C.

Landscaping plans shall be submitted to the Agency for review and approval to ensure optimum use of living plant material.

5. Signs

Exterior signs necessary for identification of buildings, premises and uses of particular parcels shall be permitted within the Project Area, provided the design and specifications for such designs shall be approved prior to their erection or installation. When reviewing said designs and specifications, it shall be determined before approval that said signs will not create hazards because of their characteristics, such as protruding, overhanging, blinking, flashing or animation. All signs shall be compatible with the aesthetic standards of the Project Area.

6. Utilities

The Agency shall require that all utilities be placed underground whenever so required by the ordinance of the City.

7. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

8. Variations

Under exceptional circumstances the Agency is authorized to permit variations from the limits, restrictions, and controls established by the Plan upon recommendation of the Planning Commission. In order to permit such a variation the Agency must determine that:

(1) The application of one or more of the provisions of this Plan would result in unnecessary hardship; and

(2) There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not

apply generally to other properties having the same standards, restrictions, and controls; and

(3) That permitting a variation from the limits, restrictions or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

(4) That permitting a variation will not be contrary to the objectives of this Plan.

No such variation shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan.

#### H. Standards for Development

The Planning Commission may establish heights of buildings, land coverage, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area.

No new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency and the Planning Commission, as appropriate, or pursuant to the procedures of the following subsection I. One objective of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to proper design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Planning Commission shall not approve any such plans that do not comply with this Plan.

It is the intent of this Plan that all development in the Project Area comply with all applicable State and local laws, codes and ordinances in effect from time to time, and, in addition thereto, any requirements of the Agency imposed pursuant to this Plan.

The Agency hereby delegates to the Planning Commission or such other appropriate agency, commission or board within the City, the above described establishments, approvals and requirements in this subsection H.

I. Building Permits

1. Review of Applications for Issuance of Permits

Upon the adoption of this Plan no permit shall be issued for the construction of any new building or any addition to an existing building in the Project Area until the application for such permit has been processed in the manner herein provided. Any permit that is issued hereunder must be for construction which conforms to the provisions of this Plan.

Upon receipt of an application for a building permit the Building Department of the City shall request the Executive Director of the Agency (or such other person or persons, or agency, commission or board within the City, as may be designated by the Agency) to review the application to determine if the proposed improvements will conform to this Plan. Within thirty (30) days thereafter the Executive Director of the Agency shall file with the Building Department of the City a written report setting forth his findings of fact, including, but not limited to, the following:

- a. Whether the proposed improvements would be compatible with the standards and other requirements set forth in this Plan in terms of design; and
- b. What modifications, if any, in the proposed improvements would be necessary in order to meet the requirements of this Plan and the proposed design; and
- c. Whether the applicant has entered into an agreement with the Agency for the development of said improvements and submitted architectural, landscape and site plans to the Agency for approval by the Planning Commission.

After receipt of said report or after said thirty (30) day period, whichever occurs first, the Building Department of the City may issue the permit

with conditions, if any, required by the Executive Director and approved by the Agency; or, it shall withhold the issuance of the permit, if the Executive Director has found that the proposed improvement does not meet the requirements of this Plan and any other design requirements. Within fifteen (15) days after allowing or withholding issuance of the permit, the Building Department shall notify the applicant and the Agency by certified mail of its decision.

## 2. Appeal

The applicant or the Agency may appeal the decision of the Building Department of the City, withholding, conditionally allowing or allowing the issuance of such permit, to the City Council. Within thirty (30) days from the mailing of the notice of decision of the Building Department, the appellant shall file his notice of appeal in duplicate with the City Clerk of the City, who shall immediately forward one of such duplicates to the Building Department of the City. The notice of appeal shall set forth the ground relied upon by the appellant. Within fifteen (15) days following the filing of the appeal, the City Council shall set the matter for hearing and shall give notice of the time and place for said hearing to the applicant and to the Agency.

The City Council may reverse or affirm wholly or partly, or may modify any decision or determination or may impose such conditions as the facts warrant, and its decision or determination shall be final. Any hearing may be continued from time to time.

VI. METHODS FOR FINANCING THE PROJECT

A. General Description of the Proposed Financing Methods

Upon adoption of this Plan by the City Council, the Agency may finance the redevelopment of the Project Area with financial assistance from the City, the County, the State of California, the Federal Government, and any other public or private source and also with property tax increments, interest income, Agency notes and bonds, or other evidences of indebtedness, or any other available source.

The Agency may issue such types of bonds as it may determine including bonds on which the principal and interest are payable:

(a) Exclusively from the income and revenues of the redevelopment projects financed with the proceeds of the bonds, or with such proceeds together with financial assistance from the State or Federal Government in aid of the project;

(b) Exclusively from the income and revenues of certain designated redevelopment projects whether or not they were financed in whole or in part with the proceeds of the bonds;

(c) In whole or in part from taxes allocated to, and paid into a special fund of, the Agency pursuant to the provisions of subsection B, below;

(d) From its revenues generally;

(e) From any contributions or other financial assistance from the State or Federal Government; and

(f) By any combination of the above methods.

Any of such bonds may be additionally secured by a pledge of any revenues or by an encumbrance by mortgage, deed of trust, or otherwise of the Project or other property of the Agency or by a pledge of the taxes referred to in subparagraph (c) of the preceding paragraph, or by any combination thereof.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City, County, State, Federal Government or any other public or private source. The City, County, State, Federal Government, or other public body may also supply additional assistance through loans and grants for various public facilities.

As available, gas tax funds from the County and the State of California may be used toward the cost of the street improvements. There may also be some revenue accruing to the Project from interest earned on investments of Agency funds.

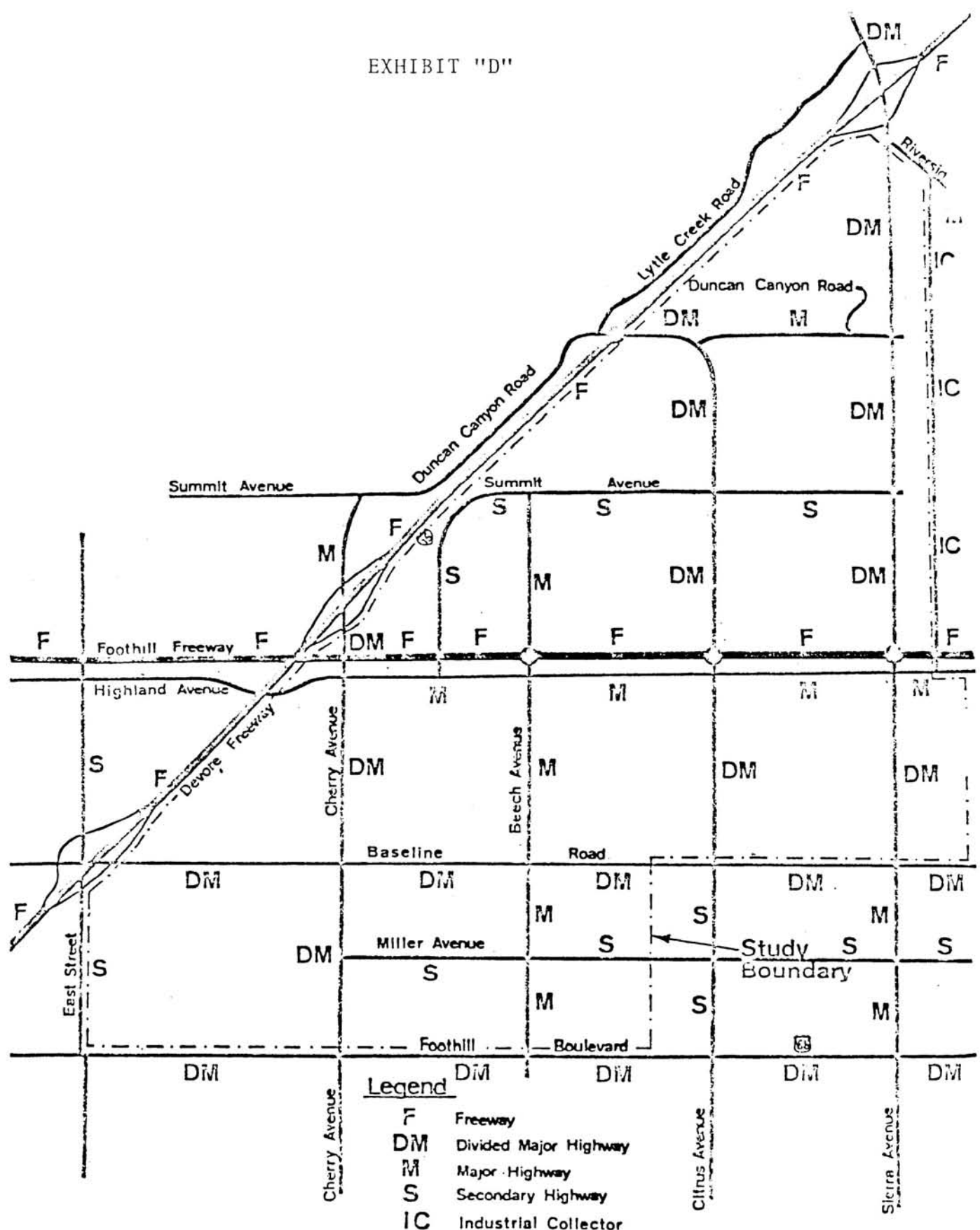
The Agency may obtain advances, borrow funds and create indebtedness and other obligations and exercise any and all powers conferred upon a redevelopment agency by the Redevelopment Law or any other laws in carrying out this Plan. The principal and interest on such advances, funds, indebtedness and other obligations, when due and payable, may be paid from tax increments or any other funds available to the Agency.

The Agency may borrow money, by the issuance of bonds or otherwise, or accept financial or other assistance from any private lending institution for any redevelopment project for any of the purposes of the Redevelopment Law, and may execute trust deeds or mortgages on any real or personal property owned or acquired.

Tax allocation revenues may be utilized by the Agency for any lawful purpose as provided in the Redevelopment Law, including, but not limited to, providing for the public improvements, structures and facilities as set forth in this Plan either directly to pay such costs or indirectly by reducing the amount payable by a property owner through reimbursements for assessments on property to reduce or eliminate in whole or in part such assessments, for paying the costs of issuance or other expenses of the Agency related to any mortgage revenue bonds issued or to be issued by the Agency to finance residential units within the Project Area, and to acquire property through any lawful means either for a public structure, improvement or facility or to implement any of the redevelopment powers conferred upon the Agency pursuant to the Redevelopment Law.



# EXHIBIT "D"



SOURCE: KUNZMAN ASSOCIATES

PROPOSED NETWORK CIRCULATION  
 NORTH FONTANA REDEVELOPMENT PROJECT  
 FONTANA REDEVELOPMENT AGENCY

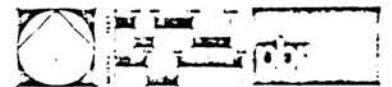


EXHIBIT 4-3

The Agency may also issue mortgage revenue bonds pursuant to the terms of Section 33750, et seq., of the California Health and Safety Code to provide long-term low interest rate mortgage financing of residential units to be constructed within the Project Area in furtherance of its redevelopment activities.

B. Tax Increments

As provided by Section 33670 of the California Health and Safety Code, all taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of San Bernardino, City of Fontana, any district, or other public corporation (hereinafter sometimes collectively referred to as "taxing agencies") after the effective date of the ordinance approving the Redevelopment Plan for the North Fontana Redevelopment Project and in the case of amendment adding territory thereto, after the effective date of the ordinance approving such amendment, shall be divided as follows:

(1) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Project Area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in the Project Area on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of San Bernardino last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project Area on the effective date); and

(2) That portion of the levied taxes each year in excess of such amount, except (i) with respect to the West End Resources Conservation District, the Chino Basin Municipal Water District, which shall at all times receive those amounts that would otherwise be allocated to the Agency, (ii) such amounts as are necessary for debt service on all presently outstanding general obligation bonded

indebtedness of the Cucamonga County Water District, provided, however, that the Agency shall be entitled to receive its allocation with respect to any tax overrides levied in connection therewith, and (iii) as may be qualified by agreements, if any, by and between the Agency and any other affected taxing agency, shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Project Area. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid subject to the hereinafter set forth provisions.

The portion of taxes mentioned in paragraph (2) above may be irrevocably pledged by the Agency for the payment of the principal of and interest on the advances of moneys, loans, or any indebtedness (whether funded, refunded, assumed, or otherwise) of the Agency to finance or refinance in whole or in part the Redevelopment Project.

The Agency is authorized to make such pledges as to specific advances, loans, indebtedness and other obligations as appropriate in carrying out the redevelopment of the Project Area.

C. Other Loans and Grants

Any other loans, grants, or financial assistance from the United States, the State of California, or any other public or private source may be utilized if available.

D. Limitations

1. A limitation on the number of dollars of taxes which may be divided and allocated to the Agency need not be specified as a dollar value limitation so long as a limitation does in fact exist. Taxes shall not be divided and shall not be allocated to the Agency beyond such limitation, except by amendment of this Plan. The dollar amount of taxes which may be divided and allocated to the Agency ("tax allocations") pursuant to subsection B of this Section VI in any fiscal year shall be a figure derived by multiplying the maximum annual debt service (as hereinafter defined) on all indebtedness (see paragraph 3 below) payable from the tax increment revenues attributable to the North Fontana Redevelopment Project by a factor of 1.50 ("coverage"). As used herein, maximum annual debt service means the largest of the sums obtained for any fiscal year after the computation is made, by totaling the following for each such fiscal year: (1) the principal amount of all serial Bonds and serial parity Bonds payable in such fiscal year; and (2) the amount of minimum sinking fund payments for term Bonds and term parity Bonds to be made in such fiscal year in accordance with the applicable schedule or schedules of minimum sinking fund payments; (3) the interest which would be due during such fiscal year on the aggregate principal amount of Bonds and parity Bonds which would be outstanding in such fiscal year if the Bonds and parity Bonds outstanding on the date of such computation were to mature or be redeemed in accordance with the maturity schedule or schedules for the serial Bonds and serial parity Bonds and the schedule or schedules of minimum sinking fund payments for term Bonds and term parity Bonds; and (4) any other optional or mandatory call and redemption of bonds. At the time and for the purpose of making such computation, the amount of term Bonds and term parity Bonds already retired in advance of the above mentioned schedule or schedules shall be deducted pro rata from the remaining amounts thereon.

2. No loan, advance or indebtedness to finance in whole or in part the Project and payable in whole or in part from tax increment revenues shall be established after a date fifteen (15) years from the effective date of the Ordinance approving and adopting the last amendment to this Plan.

3. The amount of bonded indebtedness which can be outstanding at one time and payable in whole or in part from tax allocations attributable to the

North Fontana Redevelopment Project shall be limited to \$200,000,000 if the same is serviceable solely from tax allocations, applying to such allocations the 1.50 coverage test above; provided, however, that if other sources of payment are lawfully combined with tax allocations, there shall be no limit as to the amount of bonded indebtedness serviceable from such other source of funds, except that proportion of the total bonded indebtedness which is attributable to being serviced from tax allocations shall not at one time exceed such figure of \$200,000,000 above set forth, applying the same coverage test.

VII. ACTIONS BY THE CITY

The City may aid and cooperate with the Agency in carrying out this Plan and may take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the Project Area of conditions causing blight. The City may also expend money in cooperation with the Agency. Actions by the City may include, but are not limited to, the following:

A. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such actions by the City may include proceedings for the abandonment and relocation of public utilities in the public rights-of-way as appropriate to carry out this Plan.

B. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned or to be publicly-owned public utilities within or affecting the Project Area.

C. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.

D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to ensure their proper development and use.

E. The Agency may make provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

F. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

G. The undertaking and completing of any other proceedings necessary to carry out the Project.

The Agency hereby delegates to the City and the Planning Commission those specific powers or functions as set forth in this Plan with respect to the planning or undertaking of the Project.

VIII.        ENFORCEMENT

After development, the administrative enforcement of this Plan or other documents implementing this Plan shall be performed by the Agency or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but not be limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.



IX. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for forty-five (45) years from the date of adoption of the last amendment to this Plan by the City Council.

X.        PROCEDURE FOR AMENDMENT

      This Plan may be amended by means of the procedure established in the Community Redevelopment Law, as the same now exists or is hereafter amended, or by any other procedure hereafter established by law.

EXHIBIT "A"  
~~B~~

FONTANA REDEVELOPMENT AGENCY  
RULES GOVERNING PARTICIPATION BY  
OWNERS AND BUSINESS TENANTS IN THE  
NORTH FONTANA REDEVELOPMENT PROJECT

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SECTION 1. GENERAL

These rules are promulgated to implement the provisions of the Redevelopment Plan for the North Fontana Redevelopment Project (the "Redevelopment Plan") regarding participation by owners and business tenants in the redevelopment of the redevelopment project area of the North Fontana Redevelopment Project (the "Project Area") in conformity with the Redevelopment Plan. These Rules set forth the procedures governing such activities.

The Fontana Redevelopment Agency (the "Agency") encourages participation in the growth and development of the Project Area by as many owners and business tenants as possible.

Successors in interest of original participant owners or business tenants may become participants at any time with the written approval of the Agency.

The word "owner" used herein shall, unless the context otherwise requires, include business tenants.

SECTION 2. PARTICIPATION BY OWNERS

A. Participation in an existing location

In appropriate circumstances, an owner may participate in substantially the same location either by retaining all or portions of his property, or by retaining all or portions of his property and purchasing adjacent property from the Agency or from existing owners. An owner who participates in the same location may be required to demolish all or part of his existing structures. In some instances, the Agency may purchase and demolish such structures.

B. Participation in different locations

In appropriate circumstances, the Agency may buy the land and improvements from existing owners, and offer parcels of land for purchase by participants prior to offering for sale to the general public.

SECTION 3. OWNER PARTICIPATION AGREEMENT

Each owner desiring to participate will be required to enter into an Owner Participation Agreement with the Agency. Each Owner Participation Agreement will contain provisions necessary to ensure that the Redevelopment Participation Proposal (as hereinafter defined) will be carried out, and that the subject property will be developed or used in accordance with the conditions, restrictions, rules and regulations of the Redevelopment Plan and the Owner Participation Agreement. Each Owner Participation Agreement will require the participant to join in the recordation of such documents as the Agency may require in order to ensure such development and use.

An Owner Participation Agreement shall be effective only upon approval by the Agency.

SECTION 4. PARTICIPATION PROCEDURE

A. Each owner interested in becoming a participant in the North Fontana Redevelopment Project must submit to the Agency a statement indicating such interest ("Statement of Interest") within one hundred twenty (120) days after the adoption of an ordinance by the City Council of the City of Fontana approving the Redevelopment Plan for the North Fontana Redevelopment Project. The Agency may disregard Statements of Interest submitted after said one hundred twenty (120) days. The Agency shall notify each owner submitting a Statement of Interest of the time within which he may submit to the Agency a proposal to participate in said Project ("Redevelopment Participation Proposal").

B. Each Redevelopment Participation Proposal shall include evidence of the proposer's financial ability to complete his participation in accordance with the Redevelopment Plan.

C. If the Agency approves the Redevelopment Participation Proposal and determines that the proposer has the ability to complete his participation in accordance with the Redevelopment Plan, the Agency may offer the owner or business tenant an Owner Participation Agreement.

D. The following are the minimum Owner Participation requirements that must be met regarding the property involved:

(i) The property shall meet, or shall be brought up to meet, at the owner's expense, a structural condition equal to or better than that required for a new structure or improvement of equivalent size, location, use and occupancy as required by the building and safety laws and regulations then applicable in the City of Fontana.

(ii) The improvements as existing or rehabilitated shall conform to the Redevelopment Plan.

(iii) The owner or business tenant shall demonstrate to the satisfaction of the Agency that he is financially capable of performing any and all modifications or rehabilitation or modernization on the existing property in order that it will conform to the Redevelopment Plan.

E. The participating owner shall execute an Owner Participation Agreement in which he shall agree to proceed with the redevelopment of the property involved in accordance with the Redevelopment Plan.

F. In the Owner Participation Agreement, a participating owner shall agree to remove, demolish, alter, improve or rehabilitate existing structures and improvements on the property involved and to thereafter use and maintain the same in such manner as shall be required by said Redevelopment Plan and the Declaration of Restrictions.

G. In the Owner Participation Agreement, a participating owner shall agree to remove or permit the Agency to remove any and all restrictions existing

against the property involved which are contrary to those contained in the Redevelopment Plan or the Declaration of Restrictions and to impose or permit the Agency to impose said Declaration of Restrictions on the property involved.

H. In the Owner Participation Agreement, a participating owner shall agree to make a part of any lease, rental agreement, occupancy permit, use or sales agreement pertaining to the property involved or any other document, a provision that there shall be no restrictions imposed thereon because of race, color, creed, religion, sex, marital status, national origin or ancestry.

I. In the Owner Participation Agreement, if a participating owner agrees to remove, demolish, alter, improve or rehabilitate existing structures and improvements on the property involved, he shall also agree to do so within specified time limits established by the Agency. If the participating owner agrees to construct new structures, and/or improvements on the property involved or to remove, demolish, alter, improve or rehabilitate existing property, he shall agree to do so only after plans, specifications and artist's renderings of the building have been presented to and approved by the Agency. He shall also agree to perform such construction, after said approval, within specified time limits established by the Agency.

J. All owners who may be offered Owner Participation Agreements by the Agency, shall enter into such Owner Participation Agreements within the time limits specified by the Agency.

K. All property owners in the Project Area shall have access to copies of said Redevelopment Plan and to such other data, information and records on file in the Agency's office as may be allowed by the Agency at reasonable office hours and, at the decision of the Agency, at any reasonable appointed times. Such property owners may meet with the Agency members at any regular or special meeting of the Agency to discuss the Redevelopment Plan as it affects their property, provided, however, such owners shall make a request so as to meet the Agency members at least five (5) working days prior to the time set for such meeting.

L. Each Owner Participation Agreement may contain a section designating the purchase price of the parcel of property involved for which owners of property shall sell such parcel in the event the Agency is required to declare a default or a breach of any or all of the terms and conditions of the Owner Participation Agreement; so that, in accordance with the Redevelopment Plan, the property involved in an Owner Participation Agreement which has been declared to be in default may be acquired by the Agency for redevelopment in accordance with the Redevelopment Plan, and upon such acquisition, the owner or business tenant shall have no further rights to participate by virtue of an Owner Participation Agreement in the Redevelopment Plan.

#### SECTION 5. AMENDMENT TO THESE RULES

The Agency may amend these Rules at any meeting held after their adoption after notice to owners who have submitted Statements of Interest. Such notice may be delivered personally or by mail to the last known address shown in the records of the Agency. Notice shall be delivered personally or mailed by certified mail, return receipt requested at least fourteen (14) days before the date of the meeting at which the proposed amendments will be considered.

**XI.        INTERPRETATION OF THIS PLAN**

This Plan is to be liberally construed and not interpreted as a limitation on the powers of the Agency. Notwithstanding any provision in this Plan to the contrary, the Agency may hereby utilize all powers of a redevelopment agency pursuant to the Community Redevelopment Law and all other applicable laws, as the same now exists or may hereafter be amended or adopted.



**Exhibit A**

**Rules Governing Participation by Owner and  
Business Tenants**

**(On file with the Agency)**

## **Exhibit B**

### **List of Principal Streets**

- (a) Foothill Boulevard**
- (b) Miller Boulevard**
- (c) Baseline Road**
- (d) Highland Avenue**
- (e) Summit Avenue**
- (f) Duncan Canyon Road**
- (g) Sierra Avenue**
- (h) Citrus Avenue**
- (i) Beech Avenue**
- (j) Cherry Avenue**

**Exhibit C**  
**Parks, Parkways, and Open Space**

This element of the General Plan, termed the Parks, Parkways, and Open Space element of the Fontana Planning Area, presents a review of the existing open space and recreational facilities as related to the needs of the current and projected population of this area.

Recognizing that the handling of space dictates the form and character of the community, the General Plan proposes that the treatment of space be the primary element of concern in all areas of plan implementation.

**1. Goals:**

- a. The preservation and enhancement of primitive and man-made open space elements within the area.
- b. The quality of space maintained free of environmental pollutants.
- c. The enrichment of the various elements of the plan by implementation of strict open space standards.
- d. The development and implementation of new concepts which administer environmental space more effectively than current policies.
- e. The development of an educational program to develop community awareness and response to the potential, the advantages, and the problems relative to the development of urban people spaces.
- f. The development of recreational areas and usable open space providing a minimum of five (5) acres/1,000 population of recreational space for each resident.

Exhibit D  
Housing in the Project Area

It is presently anticipated that the North Fontana Redevelopment Project will encompass substantial housing elements. Other uses within the Project Area are presently planned. Commercial, industrial and a specialized employment designation are included at this time.

Although neither the General Plan nor the Redevelopment Plan provide for or establish the precise mix and location of the various densities of residential development except as specified in the General Plan by general density category, it is anticipated that there will exist some combination of single family detached, patio homes, duplexes or fourplexes, townhouses, condominiums and apartments. The exact locations and other details of the housing elements do not need to be addressed in the Redevelopment Plan as such document is intended to primarily provide a legal framework through which the Community Redevelopment Law can be implemented, and to provide a financing vehicle in order that the Project Area can be redeveloped by making funds available for infrastructure items and mortgage revenue bond financing of individual home mortgage loans.

In accordance with the above set forth housing goals of the Agency, the Agency intends to issue mortgage revenue bonds pursuant to the provisions of Health and Safety Code Section 33750, et seq. (commonly referred to as "S.B. 99"), for the purpose of providing low-interest long-term mortgage financing for a portion of the residential units to be constructed within the Project Area and which comply with the applicable State and federal laws, rules and regulations related thereto.

In addition to such direct subsidy as to providing below market rate mortgage financing, the Agency must comply with the provisions of Health and Safety Code Section 33334.2 which, as explained in Section V of the Redevelopment Plan, requires that the Agency set aside twenty percent (20%) of all tax increment moneys to further low- and moderate-income housing needs within the Project Area. A redevelopment agency and the appropriate city council may make findings that a lesser amount is necessary or that no need exists for such housing

within the community due in part to other funding sources. The Agency and the City Council of the City of Fontana may utilize such twenty percent (20%) for the purpose of providing public improvements which shall be deemed to make such housing uses available within the Project Area. The Agency and the City Council may therefore conclude that the effect of such funds will comply with said Health and Safety Code Section 33334.2. Furthermore, such funds that would otherwise be placed in the "Low and Moderate Income Housing Fund" to be established as mandated by Health and Safety Code Section 33334.3 shall be credited to said Fund and used either directly to provide cost payments for certain infrastructure or indirectly by making debt service payments on tax allocation bonds or other revenue bonds issued by the Agency to provide infrastructure and other public improvements that will in part make low- and moderate-income housing available in the Project Area.

The Agency may also utilize funds that are to be credited to the Low and Moderate Income Housing Fund for the purpose of paying the costs of issuance or providing other amounts as may be necessary with respect to the issuance, sale and delivery of such mortgage revenue bonds or for the further administration and implementation of the Agency's housing finance program within the Project Area.

Pursuant to Health and Safety Code Section 33413, and as further discussed in the Redevelopment Plan, the Agency must comply with said Section with regard to fifteen percent (15%) of all housing within the Project Area developed by entities other than the Agency being available at affordable housing costs to persons and families of low- or moderate-income with forty percent (40%) thereof being available at affordable housing costs to very low income households. The Agency will enforce this Section of the Health and Safety Code through the process of Owner Participation Agreements and Disposition and Development Agreements with prospective developers of residential units within the Project Area. Furthermore, any specific plan adopted by the City of Fontana with respect to housing elements within the Project Area should serve to implement this requirement imposed upon the Agency and made a part of the Redevelopment Plan.

**Exhibit E**  
**Restrictions as to Type, Size, Height, Number**  
**and Proposed Uses of Buildings**

The Agency will only impose those restrictions as to type, size, height, zoning, landscaping, number and proposed uses of buildings that will be in accordance with the general provisions of both the General Plan and the Redevelopment Plan. However, the Agency shall assent to any specific items relative thereto which are adopted by the Planning Commission and the City of Fontana at the specific plan level or as may already be applicable to the Project Area by previously adopted ordinances of the City Council. The adoption of a specific plan must be in accordance with the requirements of the City's General Plan and should be a method of implementation of such General Plan. For this reason, the Redevelopment Plan will not be a conflict with either the General Plan or the specific plan which shall be a means to further effectuate the goals and purposes of the Agency. The Agency, together with the City Staff and the Planning Department, anticipates initiating and/or participating in the preparation of specific plans for the Project Area so as to provide for the orderly development of the Project Area.

PART II

(Map & Legal Description)

LEGAL DESCRIPTION FOR THE NORTH  
FONTANA REDEVELOPMENT PLAN

## Legal Description -North Fontana Redevelopment Project

Beginning at the intersection of the centerlines of Baseline Road and Citrus Avenue, also being the Northwest corner of Lot 1, Etiwanda Vineyards Subdivision as recorded in Book 17 of Maps, page 29, records of San Bernardino County; thence westerly along the centerline of said Baseline Road, a distance of 696.00 feet, to the centerline of Tokay Avenue; thence southerly along said centerline of Tokay Avenue, a distance of 4,950.00 feet more or less to the South line of Lot 114 of said Etiwanda Vineyards Subdivision; thence westerly along the South line of said Lot 114 and the South line of Lot 115, 116, 117, 118, and 119, a distance of 3,440.08 feet more or less to the northeasterly right-of-way line of the Southern Pacific Railroad (formally the Pacific Electric Railroad) as per deed recorded in Book 599, page 270 official record of San Bernardino County; thence northwesterly along said northeasterly right-of-way line of the Southern Pacific Railroad, a distance of 1,680 feet more or less, to the North line of Lot 56, Arrowhead Vineyards Tract No. 1 as recorded in Book 16 of Maps, page 69 records of San Bernardino County; thence westerly along said North line of Lot 56 and the North line of Lots 55, 48, 47 and 46 of said Arrowhead Vineyards Tract No. 1, a distance of 2,555 feet, to the East line of the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of Lot 46; thence South along said East line of the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of Lot 46, a distance of 1,320 feet to the centerline of Foothill Boulevard; thence westerly along said centerline of Foothill Boulevard, a distance of 495 feet to the East line of Lot 42 of said Arrowhead Vineyards Tract No. 1; thence northerly along said East line of Lot 42, a distance of 330 feet, to the North line of said Lot 42; thence westerly along said North line of Lot 42, a distance of 660 feet to the centerline of Redwood Avenue; thence northerly along said centerline of Redwood Avenue, a distance of 990 feet, to the north line of Lot 38 of said Arrowhead Vineyards Tract No. 1; thence westerly along said North line of Lot 38 and Lot 37, a distance of 1,320 feet to the West line of said Lot 37; thence southerly along said west line of Lot 37, a distance of 1,320 feet, to the centerline of Foothill Boulevard; thence westerly along said centerline of Foothill Boulevard, a distance of 7,883 feet more or less to the centerline of East Avenue as shown on Etiwanda Colony Lands Map as recorded in Book 2 of Maps, page 24 records of San Bernardino County; thence northerly along said centerline of East Avenue, a distance of 2,640 feet more or less to the centerline of Baseline Road; thence easterly along said centerline of Baseline Road, a distance of 195.57 feet to the centerline of Interstate 31, also being the City limit line of Fontana, as per California Department of Transportation right-of-way Map Number 401104; thence North  $44^{\circ}47'32''$



East along said centerline of Interstate 31, a distance of 24,273.58 feet to the beginning of a curve; thence continuing through said curve concave to the South, having a radius of 10,000.00 feet, through a central angle of  $10^{\circ}46'22''$  and an arc length of 1,880.20 feet to the end of the said curve; thence North  $55^{\circ}33'54''$  East, a distance of 3,542.68 feet to the beginning of a curve; thence continuing through said curve concave to the North, having a radius of 8,000.00 feet, through a central angle of  $13^{\circ}26'34''$  and an arc length of 1,876.97 feet to the end of said curve; thence North  $42^{\circ}07'20''$  East, a distance of 490.91 feet to the centerline of Sierra Avenue; thence South  $24^{\circ}13'48''$  East, along said centerline of Sierra Avenue, a distance of 88.92 feet to the beginning of a curve; thence continuing through said curve concave to the West, having a radius of 1,600.00 feet through a central angle of  $23^{\circ}46'31''$  and an arc length of 663.93 feet to the end of said curve; thence South  $00^{\circ}27'17''$  East, along said centerline of Sierra Avenue, a distance of 252.73 feet to the centerline of Riverside Avenue; thence southeasterly along said centerline of Riverside Avenue as shown on Semi-Tropic Land and Water Company Subdivision as recorded in Book 6 of Maps, page 12 records of San Bernardino County, a distance of 1,660.00 feet more or less to the East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Section 17, Township 1 North, Range 5 West San Bernardino Base and Meridian; thence southerly along said East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Section 17 and also Section 20 and 29, a distance of 14,535 feet more or less to the centerline of Highland Avenue; thence easterly along said centerline of Highland Avenue, a distance of 1,323.6 feet more or less to the East line of the West  $\frac{1}{2}$  of Section 32, Township 1 North, Range 5 West, S.B.B.M.; thence southerly along said East line of the West  $\frac{1}{2}$  of Section 32, also being the centerline of Palmetto Avenue, a distance of 5,282.32 feet more or less to the centerline of Baseline Road; thence westerly along said centerline of Baseline Road a distance of 9,313.26 feet to the centerline of Citrus Avenue, also being the point of beginning.

RESOLUTION NO. FRA-108

RESOLUTION OF THE FONTANA REDEVELOPMENT AGENCY ADOPTING RULES GOVERNING PREFERENCE FOR RE-ENTRY IN BUSINESS AND RULES GOVERNING PARTICIPATION BY OWNERS AND BUSINESS TENANTS IN THE NORTH FONTANA REDEVELOPMENT PROJECT AND THE FORM OF "DECLARATION OF RESTRICTIONS" TO BE INCLUDED IN ALL INSTRUMENTS CONVEYING REAL PROPERTY WITHIN THE NORTH FONTANA REDEVELOPMENT PROJECT AND AUTHORIZING TRANSMITTAL OF THE RULES TO THE CITY COUNCIL OF THE CITY OF FONTANA

WHEREAS, the Fontana Redevelopment Agency (the "Agency") has prepared a Redevelopment Plan for the North Fontana Redevelopment Project (the "Redevelopment Plan"); and

WHEREAS, the Agency desires, when consistent with the objectives of the Redevelopment Plan, to give preference to existing owners and business tenants for re-entry in business in the redeveloped area; and

WHEREAS, the owners of certain real property and/or business tenants thereof, within the North Fontana Redevelopment Project may desire to participate in the redevelopment in conformity with the Redevelopment Plan; and

WHEREAS, the Agency desires that, for the benefit of the Agency and the several purchasers or lessees of lots and parcels of such real property, to prescribe certain standards relating to the use and occupation of such real property.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE FONTANA REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The rules and regulations entitled:

"Fontana Redevelopment Agency Rules Governing Preference for Re-Entry in Business in the North Fontana Redevelopment Project"

attached hereto as Exhibit "A" and incorporated herein by reference as though set forth in full, shall govern the re-entry of owners and business tenants in business in the redeveloped area, and the rules and regulations entitled:

"Fontana Redevelopment Agency Rules Governing  
Participation by Owners and Business Tenants in the North  
Fontana Redevelopment Project"

attached hereto as Exhibit "B" and by this reference incorporated herein, shall govern participation by owners and business tenants in the North Fontana Redevelopment Project.

Section 2. The Secretary shall make said rules and regulations available at the office of the City Clerk of the City of Fontana for inspection by all interested persons.

Section 3. Copies of said rules and regulations shall be transmitted to the City Council of the City of Fontana.

Section 4. The form "Declaration of Restrictions" attached hereto as Exhibit "C" and incorporated herein by reference as though set forth in full, shall be included in every instrument executed by the Agency which conveys, disposes of, transfers, or leases real property within the redevelopment project area of the North Fontana Redevelopment Project.

PASSED, APPROVED AND ADOPTED this 16th day of  
November, 1982.

  
Chairman of the Fontana  
Redevelopment Agency

(SEAL)

ATTEST:

  
Secretary of the Fontana  
Redevelopment Agency



EXHIBIT "A"

FONTANA REDEVELOPMENT AGENCY RULES  
GOVERNING PREFERENCE FOR RE-ENTRY  
IN BUSINESS IN THE NORTH FONTANA  
REDEVELOPMENT PROJECT

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All persons engaged in business within the boundaries of the North Fontana Redevelopment Project (the "Project Area") may re-enter the Project Area in accordance with the following provisions:

1. All persons who purchase land in the Project Area from the Agency, shall be subject to all rules, regulations and conditions governing any other person desiring to purchase property within the Project Area.

2. (a) All persons engaged in business in the Project Area shall be afforded special consideration regarding their proposals for redevelopment, provided their proposals are as good or better than persons not previously located within the Project Area.

(b) All persons engaged in business in the Project Area shall agree to construct all improvements in accordance with the Redevelopment Plan for the North Fontana Redevelopment Project (the "Redevelopment Plan"). All persons previously engaged in business in the Project Area shall agree to remove, or permit the Agency to remove, any and all restrictions existing against the property which are contrary to those contained in the Redevelopment Plan or the Declaration of Restrictions and shall permit the Agency to impose said Declaration of Restrictions on their property.

3. All persons engaged in business in the Project Area shall file satisfactory evidence with the Agency of such persons' financial ability to perform in accordance with the Redevelopment Plan.

4. All persons previously engaged in business in the Project Area shall agree to make a part of any lease, rental agreement, occupancy permit, sales agreement or construction contract pertaining to property in the Project Area a provision that there shall be no restrictions in regard to race, color, creed, religion, sex, marital status, national origin or ancestry with respect to such property.

5. All persons previously engaged in business in the Project Area shall agree to assist the Agency in the temporary relocation of their business prior to their re-entry into the Project Area.

6. All persons shall agree to maintain and operate their properties in accordance with the Redevelopment Plan and all covenants, conditions and restrictions thereof.

7. All persons who may re-enter the Project Area shall have access to copies of the Redevelopment Plan and such other data, information and records on file in the Agency's office as may be allowed by the Agency at reasonable office hours and, at the decision of the Agency, at any reasonable appointed time. Such persons may meet with the Agency members at any regular or special meeting of the Agency to discuss the Redevelopment Plan as it affects them, providing such person shall make a request so to meet with the Agency members at least five (5) working days prior to that time set for such meeting.

EXHIBIT "B"

FONTANA REDEVELOPMENT AGENCY  
RULES GOVERNING PARTICIPATION BY  
OWNERS AND BUSINESS TENANTS IN THE  
NORTH FONTANA REDEVELOPMENT PROJECT

---

SECTION 1. GENERAL

These rules are promulgated to implement the provisions of the Redevelopment Plan for the North Fontana Redevelopment Project (the "Redevelopment Plan") regarding participation by owners and business tenants in the redevelopment of the redevelopment project area of the North Fontana Redevelopment Project (the "Project Area") in conformity with the Redevelopment Plan. These Rules set forth the procedures governing such activities.

The Fontana Redevelopment Agency (the "Agency") encourages participation in the growth and development of the Project Area by as many owners and business tenants as possible.

Successors in interest of original participant owners or business tenants may become participants at any time with the written approval of the Agency.

The word "owner" used herein shall, unless the context otherwise requires, include business tenants.

SECTION 2. PARTICIPATION BY OWNERS

A. Participation in an existing location

In appropriate circumstances, an owner may participate in substantially the same location either by retaining all or portions of his property, or by retaining all or portions of his property and purchasing adjacent property from the Agency or from existing owners. An owner who participates in the same location may be required to demolish all or part of his existing structures. In some instances, the Agency may purchase and demolish such structures.

B. Participation in different locations

In appropriate circumstances, the Agency may buy the land and improvements from existing owners, and offer parcels of land for purchase by participants prior to offering for sale to the general public.

SECTION 3. OWNER PARTICIPATION AGREEMENT

Each owner desiring to participate will be required to enter into an Owner Participation Agreement with the Agency. Each Owner Participation Agreement will contain provisions necessary to ensure that the Redevelopment Participation Proposal (as hereinafter defined) will be carried out, and that the subject property will be developed or used in accordance with the conditions, restrictions, rules and regulations of the Redevelopment Plan and the Owner Participation Agreement. Each Owner Participation Agreement will require the participant to join in the recordation of such documents as the Agency may require in order to ensure such development and use.

An Owner Participation Agreement shall be effective only upon approval by the Agency.

SECTION 4. PARTICIPATION PROCEDURE

A. Each owner interested in becoming a participant in the North Fontana Redevelopment Project must submit to the Agency a statement indicating such interest ("Statement of Interest") within one hundred twenty (120) days after the adoption of an ordinance by the City Council of the City of Fontana approving the Redevelopment Plan for the North Fontana Redevelopment Project. The Agency may disregard Statements of Interest submitted after said one hundred twenty (120) days. The Agency shall notify each owner submitting a Statement of Interest of the time within which he may submit to the Agency a proposal to participate in said Project ("Redevelopment Participation Proposal").

B. Each Redevelopment Participation Proposal shall include evidence of the proposer's financial ability to complete his participation in accordance with the Redevelopment Plan.



C. If the Agency approves the Redevelopment Participation Proposal and determines that the proposer has the ability to complete his participation in accordance with the Redevelopment Plan, the Agency may offer the owner or business tenant an Owner Participation Agreement.

D. The following are the minimum Owner Participation requirements that must be met regarding the property involved:

(i) The property shall meet, or shall be brought up to meet; at the owner's expense, a structural condition equal to or better than that required for a new structure or improvement of equivalent size, location, use and occupancy as required by the building and safety laws and regulations then applicable in the City of Fontana.

(ii) The improvements as existing or rehabilitated shall conform to the Redevelopment Plan.

(iii) The owner or business tenant shall demonstrate to the satisfaction of the Agency that he is financially capable of performing any and all modifications or rehabilitation or modernization on the existing property in order that it will conform to the Redevelopment Plan.

E. The participating owner shall execute an Owner Participation Agreement in which he shall agree to proceed with the redevelopment of the property involved in accordance with the Redevelopment Plan.

F. In the Owner Participation Agreement, a participating owner shall agree to remove, demolish, alter, improve or rehabilitate existing structures and improvements on the property involved and to thereafter use and maintain the same in such manner as shall be required by said Redevelopment Plan and the Declaration of Restrictions.

G. In the Owner Participation Agreement, a participating owner shall agree to remove or permit the Agency to remove any and all restrictions existing

against the property involved which are contrary to those contained in the Redevelopment Plan or the Declaration of Restrictions and to impose or permit the Agency to impose said Declaration of Restrictions on the property involved.

H. In the Owner Participation Agreement, a participating owner shall agree to make a part of any lease, rental agreement, occupancy permit, use or sales agreement pertaining to the property involved or any other document, a provision that there shall be no restrictions imposed thereon because of race, color, creed, religion, sex, marital status, national origin or ancestry.

I. In the Owner Participation Agreement, if a participating owner agrees to remove, demolish, alter, improve or rehabilitate existing structures and improvements on the property involved, he shall also agree to do so within specified time limits established by the Agency. If the participating owner agrees to construct new structures, and/or improvements on the property involved or to remove, demolish, alter, improve or rehabilitate existing property, he shall agree to do so only after plans, specifications and artist's renderings of the building have been presented to and approved by the Agency. He shall also agree to perform such construction, after said approval, within specified time limits established by the Agency.

J. All owners who may be offered Owner Participation Agreements by the Agency, shall enter into such Owner Participation Agreements within the time limits specified by the Agency.

K. All property owners in the Project Area shall have access to copies of said Redevelopment Plan and to such other data, information and records on file in the Agency's office as may be allowed by the Agency at reasonable office hours and, at the decision of the Agency, at any reasonable appointed times. Such property owners may meet with the Agency members at any regular or special meeting of the Agency to discuss the Redevelopment Plan as it affects their property, provided, however, such owners shall make a request so as to meet the Agency members at least five (5) working days prior to the time set for such meeting.

L. Each Owner Participation Agreement may contain a section designating the purchase price of the parcel of property involved for which owners of property shall sell such parcel in the event the Agency is required to declare a default or a breach of any or all of the terms and conditions of the Owner Participation Agreement; so that, in accordance with the Redevelopment Plan, the property involved in an Owner Participation Agreement which has been declared to be in default may be acquired by the Agency for redevelopment in accordance with the Redevelopment Plan, and upon such acquisition, the owner or business tenant shall have no further rights to participate by virtue of an Owner Participation Agreement in the Redevelopment Plan.

#### SECTION 5. AMENDMENT TO THESE RULES

The Agency may amend these Rules at any meeting held after their adoption after notice to owners who have submitted Statements of Interest. Such notice may be delivered personally or by mail to the last known address shown in the records of the Agency. Notice shall be delivered personally or mailed by certified mail, return receipt requested at least fourteen (14) days before the date of the meeting at which the proposed amendments will be considered.

EXHIBIT "C"  
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made and dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by the FONTANA REDEVELOPMENT AGENCY, STATE OF CALIFORNIA, which, for convenience, shall sometimes be hereinafter designated and referred to as the "Agency".

W I T N E S S E T H:

WHEREAS, the Agency is the owner of that certain real property situated in the City of Fontana, County of San Bernardino, State of California, which real property is within the redevelopment project area boundaries of the North Fontana Redevelopment Project (hereinafter called the "Project"); and

WHEREAS, the Agency intends to sell, dispose of, convey, transfer or lease some or all of the parcels of said real property, and on behalf of itself and the several purchasers or lessees of lots and parcels of said real property the Agency has prescribed certain standards relating to the use and occupation of such real property.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, and for the uses and purposes herein set forth, the Agency hereby declares that all deeds, leases and contracts for the sale, lease, use or transfer of all lots, parcels and portions of the real property referred to in the recitals hereof shall be made and accepted upon condition that said land be devoted to the use provided in the Redevelopment Plan for the Project; and the following express conditions, provisions, restrictions and covenants (hereinafter referred to as "conditions"), shall apply to and bind the grantees thereof, their heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, in the development of the real property referred to in the recitals hereof and each and every lot, parcel or portion thereof and each and every lot or parcel into which such real property is subdivided:

1. No building shall be permitted to remain within the boundaries of the Project (hereinafter referred to as the "Project Area") which does not or cannot be made to conform to the Redevelopment Plan for the Project.

2. Any and all plans for grading, buildings, structures, appurtenances thereto, landscaping, architectural design, use and location of buildings shall be submitted to the Agency and approved by the Agency prior to construction.

3. No buildings, structures and/or appurtenances thereto shall be placed on any lots so that any portion thereof shall be closer to the property lines than those setback requirements set forth in the Redevelopment Plan and/or as required by the zoning ordinance of the City of Fontana as it now exists or may hereafter be amended.

4. Off-street parking requirements shall be those set forth in the Redevelopment Plan and/or the zoning ordinance of the City of Fontana as it now exists or may hereafter be amended.

5. No sign shall be permitted to be constructed, attached, inscribed, affixed or painted on or to any building in the Project Area unless and until the design for such sign has been presented to and approved by the Agency as to location, size, design and construction.

6. The area between the City curb and/or sidewalk and any structure in the Project Area shall be improved to City of Fontana specifications and all landscaping located in such area between the City curbs and any structure shall be maintained by the owner or owners of the lot as a condition of use.

7. All decisions and approvals or disapprovals by the Agency herein established shall be final and binding with the right of appeal as provided in the Redevelopment Plan.

8. All of the foregoing covenants, conditions and restrictions set forth in the above numbered subparagraphs 1 through 7, inclusive, shall run with the land and shall continue in full force and effect for a period of forty-five (45) years.

9. There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and shall apply to and be forever binding upon any purchaser, grantee, vendee or lessee of any part of said property, his heirs, executors, administrators and assigns, and all persons claiming under or through them.

PROVIDED, FURTHER, that if any covenant or condition or restriction or paragraph, section, sentence, clause or phrase herein contained shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be illegal or against public policy, the remaining covenants, conditions and restrictions, paragraphs, sections, clauses or phrases herein contained shall not be affected thereby and shall remain in full force and effect.

PROVIDED, FURTHER, ALSO, that a breach of any of the foregoing covenants and conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to said realty or any part thereof, and said covenants and conditions shall be binding upon and effective against any subsequent owner of said realty.

IN WITNESS WHEREOF, THE FONTANA REDEVELOPMENT AGENCY, STATE OF CALIFORNIA, has executed these presents the day and year first above written.

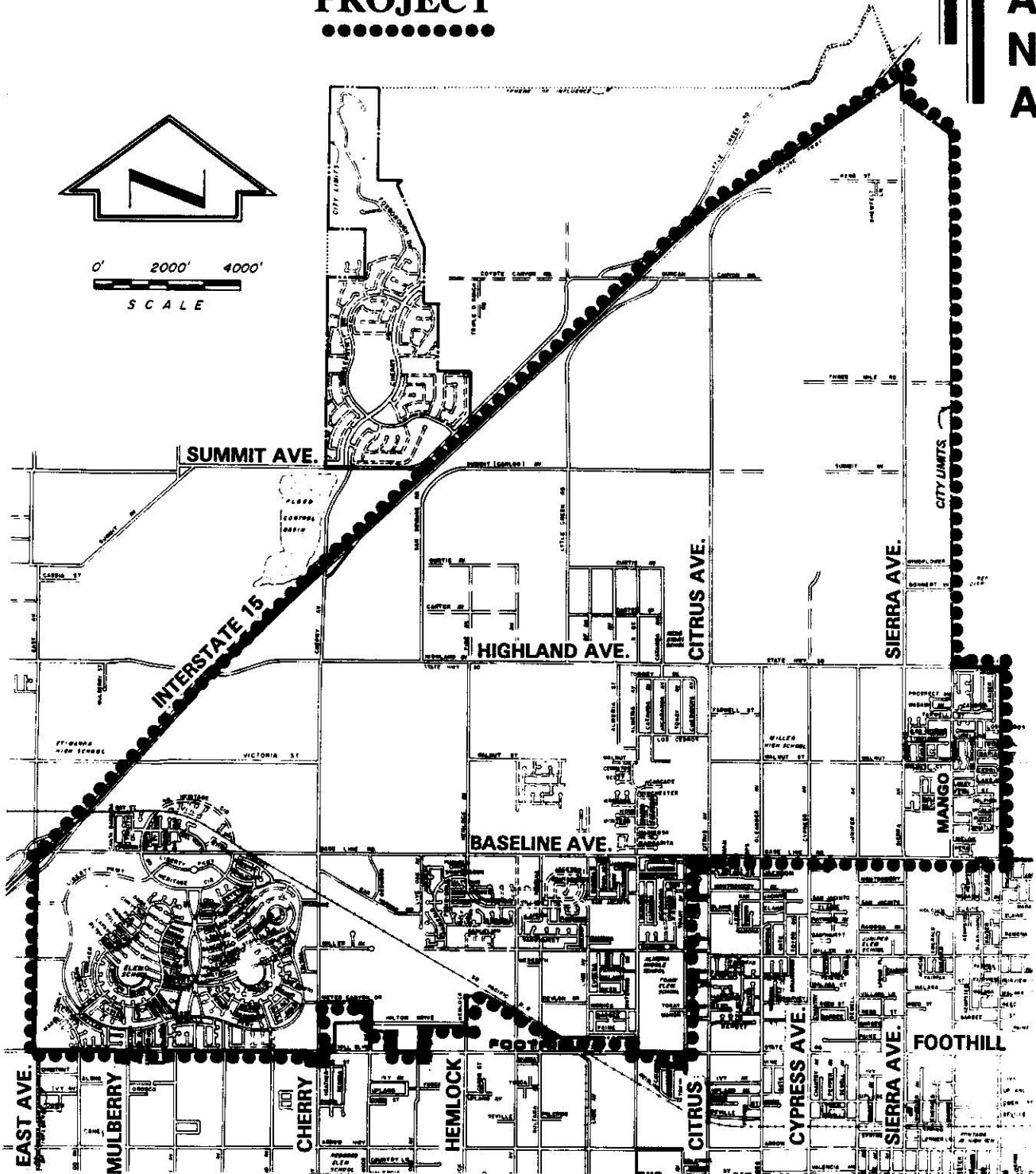
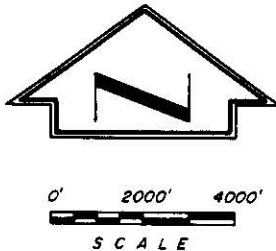
\_\_\_\_\_  
Chairman of the Fontana  
Redevelopment Agency

(SEAL)

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Secretary of the Fontana  
Redevelopment Agency

# NORTH FONTANA REDEVELOPMENT PROJECT

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RECORDING REQUESTED BY THE  
CITY OF FONTANA

WHEN RECORDED, MAIL TO:

City of Fontana  
City Hall  
8888 North Sierra Avenue  
Fontana, California 92335

Attention: City Clerk



**62-259093**

RECORDED IN  
OFFICIAL RECORDS

582 DEC 28 PM 2:37

SAN BERNARDINO  
CO., CALIF.

**62-259093**

**DESCRIPTION OF THE LAND WITHIN  
THE NORTH FONTANA REDEVELOPMENT PROJECT**

and

**STATEMENT THAT REDEVELOPMENT  
PROCEEDINGS HAVE BEEN INSTITUTED**

Proceedings for the redevelopment of property included within the boundaries of the North Fontana Redevelopment Project have been instituted under the California Community Redevelopment Law pursuant to a Redevelopment Plan approved and adopted on December 21, 1982, by the City Council of the City of Fontana, by Ordinance No. 789.

The description of the land within the boundaries of the North Fontana Redevelopment Project is attached as Exhibit "A", hereto.

DATED: December 28, 1982

City of Fontana

  
City Clerk



## ACKNOWLEDGMENT

STATE OF CALIFORNIA

)  
) ss.  
)

COUNTY OF FONTANA

On this 28th day of December, 1982, before me, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared in person the within-named Patricia M. Murray, City Clerk of the City of Fontana, California, to me personally known, who stated that she was duly authorized in her capacity to execute the foregoing instrument for and in the name and on behalf of said City, and further stated and acknowledged that she had so signed, executed and delivered the foregoing instrument for the uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of December, 1982.

*William P. ...*  
Notary Public

(SEAL)

My Commission expires

November 28, 1986

82-259093

**LEGAL DESCRIPTION OF THE  
NORTH FONTANA SUBDIVISION PROJECT AREA**

Beginning at the intersection of the centerlines of Baseline Road and Citrus Avenue, also being the Northwest corner of Lot 1, Etiwanda Vineyards Subdivision as recorded in Book 17 of Maps, page 29, records of San Bernardino County; thence westerly along the centerline of said Baseline Road, a distance of 696.00 feet, to the centerline of Tokay Avenue; thence southerly along said centerline of Tokay Avenue, a distance of 4,350.00 feet more or less to the South line of Lot 114 of said Etiwanda Vineyards Subdivision; thence westerly along the South line of said Lot 114 and the South line of Lot 115, 116, 117, 118, and 119, a distance of 3,440.08 feet more or less to the northeasterly right-of-way line of the Southern Pacific Railroad (formerly the Pacific Electric Railroad) as per deed recorded in Book 599, page 270 official record of San Bernardino County; thence northwesterly along said northeasterly right-of-way line of the Southern Pacific Railroad, a distance of 1,680 feet more or less, to the North line of Lot 56, Arrowhead Vineyards Tract No. 1 as recorded in Book 16 of Maps, page 69 records of San Bernardino County; thence westerly along said North line of Lot 56 and the North line of Lots 55, 48, 47 and 46 of said Arrowhead Vineyards Tract No. 1, a distance of 2,559 feet, to the East line of the West ½ of the East ½ of Lot 46; thence South along said East line of the West ½ of the East ½ of Lot 46, a distance of 1,320 feet to the centerline of Foothill Boulevard; thence westerly along said centerline of Foothill Boulevard, a distance of 495 feet to the East line of Lot 42 of said Arrowhead Vineyards Tract No. 1; thence northerly along said East line of Lot 42, a distance of 330 feet, to the North line of said Lot 42; thence westerly along said North line of Lot 42, a distance of 660 feet to the centerline of Redwood Avenue; thence northerly along said centerline of Redwood Avenue, a distance of 990 feet, to the north line of Lot 38 of said Arrowhead Vineyards Tract No. 1; thence westerly along said North line of Lot 38 and Lot 37, a distance of 1,320 feet to the West line of said Lot 37; thence southerly along said West line of Lot 37, a distance of 1,320 feet, to the centerline of Foothill Boulevard; thence westerly along said centerline of Foothill Boulevard, a distance of 7,883 feet more or less to the centerline of East Avenue as shown on Etiwanda Colony Lands Map as recorded in Book 2 of Maps, page 24 records of San Bernardino County; thence northerly along said centerline of East Avenue, a distance of 2,640 feet more or less to the centerline of Baseline Road; thence easterly along said centerline of Baseline Road, a distance of 195.57 feet to the centerline of Interstate 31, also being the City limit line of Fontana, as per California Department of Transportation right-of-way Map Number 401104; thence North 44°47'32"

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EXHIBIT "A"

East along said centerline of Interstate 31, a distance of 24,273.58 feet to the beginning of a curve; thence continuing through said curve concave to the South, having a radius of 10,000.00 feet, through a central angle of  $10^{\circ}46'22''$  and an arc length of 1,880.20 feet to the end of the said curve; thence North  $35^{\circ}33'54''$  East, a distance of 3,542.68 feet to the beginning of a curve; thence continuing through said curve concave to the North, having a radius of 8,000.00 feet, through a central angle of  $13^{\circ}26'34''$  and an arc length of 1,476.97 feet to the end of said curve; thence North  $42^{\circ}07'20''$  East, a distance of 490.91 feet to the centerline of Sierra Avenue; thence South  $14^{\circ}13'48''$  East, along said centerline of Sierra Avenue, a distance of 88.92 feet to the beginning of a curve; thence continuing through said curve concave to the West, having a radius of 1,400.00 feet through a central angle of  $23^{\circ}45'31''$  and an arc length of 663.93 feet to the end of said curve; thence South  $00^{\circ}27'17''$  East, along said centerline of Sierra Avenue, a distance of 252.73 feet to the centerline of Riverside Avenue; thence southeasterly along said centerline of Riverside Avenue as shown on Semi-Tropic Land and Water Company Subdivision as recorded in Book 6 of Maps, page 12 records of San Bernardino County, a distance of 1,660.00 feet more or less to the East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Section 17, Township 1 North, Range 5 West San Bernardino Base and Meridian; thence southerly along said East line of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Section 17 and also Section 20 and 29, a distance of 14,535 feet more or less to the centerline of Highland Avenue; thence easterly along said centerline of Highland Avenue, a distance of 1,323.6 feet more or less to the East line of the West  $\frac{1}{2}$  of Section 32, Township 1 North, Range 5 West, S.B.B.M.; thence southerly along said East line of the West  $\frac{1}{2}$  of Section 32, also being the centerline of Palmetto Avenue, a distance of 5,282.32 feet more or less to the centerline of Baseline Road; thence westerly along said centerline of Baseline Road a distance of 8,313.26 feet to the centerline of Citrus Avenue, also being the point of beginning.

82-259093

**ORDINANCE NO. 1139**

**AN ORDINANCE OF THE CITY OF FONTANA, CALIFORNIA,  
APPROVING AND ADOPTING AMENDMENTS TO THE REDEVELOPMENT  
PLAN FOR THE NORTH FONTANA REDEVELOPMENT PROJECT AREA  
CONCERNING TIME LIMITATIONS**

**WHEREAS, the City Council of the City of Fontana ("City Council") approved and adopted the Redevelopment Plan for the North Fontana Redevelopment Project which became effective on January 6, 1983; and**

**WHEREAS, pursuant to Assembly Bill 1290, which became effective on January 1, 1994 ("AB1290"), all redevelopment plans adopted on or before December 31, 1993, must contain specific time limits on: 1) the establishment of loans, advances and indebtedness; 2) the effectiveness of the plans; and 3) a redevelopment agency's authority to pay indebtedness or receive property taxes pursuant to Section 33670 of the Health and Safety Code; and**

**WHEREAS, pursuant to Health and Safety Code Section 33333.6(e)(1), the legislative body of a redevelopment agency must amend each of its redevelopment plans adopted prior to January 1, 1994, to conform with AB1290 if those plans contain an existing time limit that exceeds the applicable time limit established by Section 33333.6 of the Health and Safety Code or if they do not contain any time limits at all; and**

**WHEREAS, the Redevelopment Plan for the North Fontana Redevelopment Project must be amended to conform with AB1290; and**

**WHEREAS, in adopting an ordinance pursuant to Health and Safety Code Section 33333.6(e)(1) to bring a redevelopment plan into compliance with AB1290, neither the Fontana City Council nor the Fontana Redevelopment Agency is required to comply with Article 12 of Part 1 of Division 24, commencing with Section 33450 of the Health and Safety Code which sets forth requirements for amending redevelopment plans.**

**NOW, THEREFORE, the City Council of the City of Fontana does ordain as follows:**

**Section 1. Section IX of the Redevelopment Plan for the North Fontana Redevelopment Project shall be amended to read as follows:**

**"Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective until January 6, 2023, unless a different time limit is established by amendment of the Plan in accordance with the Redevelopment Law."**

**Section 2. Subsection E is hereby added to Section VI of the Redevelopment Plan for the North Fontana Redevelopment Project to read as follows:**

Ordinance No. 1139

"E. Limitation on Repaying Debt.

The Agency shall not pay any indebtedness or receive property taxes pursuant to Section 33670 of the Redevelopment Law, beyond January 6, 2033. The limitations set forth in this section E shall not be applied to limit allocation of taxes to the Agency to the extent required to eliminate project deficits created under subdivision (e) of Section 33320.5, subdivision (g) of Section 33334.6 or subdivision (d) of Section 33487 of the Redevelopment Law in accordance with the plan adopted pursuant thereto for the purpose of eliminating the deficits or to implement a replacement housing program pursuant to Section 33413 of the Redevelopment Law. In the event of a conflict between these limitations and the obligations under Section 33334.6 of the Redevelopment Law or to implement a replacement housing program pursuant to Section 33413 of the Redevelopment Law, the City Council shall amend the ordinance adopted pursuant to Section 33333.6 of the Redevelopment Law to modify the limitations to the extent necessary to permit compliance with the plan adopted pursuant to subdivision (g) of Section 33334.6 of the Redevelopment Law and to allow full expenditure of monies in the Agency's Low and Moderate Income Housing Fund in accordance with Section 33334.3 of the Redevelopment Law or to permit implementation of the replacement housing program pursuant to Section 334 of the Redevelopment Law.

The limitations set forth in this section E shall not be construed to affect the validity of any bond, indebtedness, or other obligation, including any mitigation agreement entered into pursuant to Section 33401 of the Redevelopment Law, authorized by the City Council, or the Agency pursuant to Part 1 of Division 24 of the Redevelopment Law, prior to January 1, 1994, nor shall the limitations set forth in this section E be construed to affect the right of the Agency to receive property taxes, pursuant to Section 33670 of the Redevelopment Law to pay the indebtedness or other obligation."

Section 3: If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 4: This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of 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; and thereafter this Ordinance shall be in full force and effect.

Ordinance No. 1139

APPROVED AND ADOPTED this 15th day of November, 1994.

APPROVED AS TO LEGAL FORM:

/s/ Clark Alsop  
City Attorney

I, Kathy Montoya, a 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 duly and regularly adopted by the City Council and was introduced at a regular meeting of said City Council on the 1st day of November, 1994, was finally passed and adopted not less than five (5) days thereafter on the 15th day of November, 1994, by the following vote, to wit:

AYES: Mayor Boyles, Mayor Pro Tem Eshleman, Council Members Coleman, Roberts, and Watson

NOES: None

ABSENT: None

/s/ Kathy Montoya  
City Clerk of the  
City of Fontana

/s/ Gary E. Boyles  
Mayor of the  
City of Fontana

ATTEST:

/s/ Kathy Montoya  
City Clerk