

ORDINANCE NO. 3265

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA05-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP NO. 20487 (FILE NO. PMTT22-024) TO SUBDIVIDE 31.70 ACRES OF LAND INTO 5 NUMBERED LOTS FOR CONDOMINIUM PURPOSES, LOCATED EAST OF THE CUCAMONGA CREEK CHANNEL, WEST OF ARCHIBALD AVENUE, SOUTH OF ONTARIO RANCH ROAD AND APPROXIMATELY 1,104 FEET NORTH OF EUCALYPTUS AVENUE WITHIN PLANNING AREAS 17, 18, AND 19 OF THE PARKSIDE SPECIFIC PLAN (FILE NO. PSP03-002), AND MAKING FINDINGS IN SUPPORT THEREOF APNS: 0218-221-10, 0218-221-11, 0218-231-45, 0218-231-04, 0218-231-08, 0218-231-10, 0218-231-11, 0218-231-13, 0218-231-15, 0218-231-16, 0218-231-23, 0218-231-24, 0218-231-31, 0218-231-32, 0218-231-34, 0218-231-36, 0218-231-39, 0218-063-06, 0218-063-07, 0218-073-04, 0218-073-06, 0218-073-07, 0218-063-04 AND 0218-231-47, AND 0218-231-48.

WHEREAS, SC Ontario Development Company, LLC ("Applicant") has filed an application for the approval of a Fifth Amendment to the Development Agreement, File No. PDA05-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 31.70 acres of unimproved land generally located at the southwest corner of Archibald Avenue and Ontario Ranch Road, east of the Cucamonga Flood Control Channel, and north of Planning Area No. 21, within Planning Areas 17, 18 and 19 of the proposed Parkside Specific Plan Amendment, File No. PSPA21-006, and is presently vacant; and

WHEREAS, the property to the north of the Project site is within the Avenue Specific Plan and is undeveloped. The property to the east is within the Grand Park Specific Plan and is undeveloped. The property to the south is within the Parkside Specific Plan and is developed with a City fire station and Chino Basin Desalter well site. The property to the west is within the Parkside Specific Plan, and is developed with the Cucamonga Flood Control Channel; and

WHEREAS, the Applicant submitted a request to amend the Parkside Specific Plan (File No. PSPA21-006) to reconfigure certain Planning Areas, increase the residential capacity from 1,947 to 2,851 residential units to be consistent with The Ontario Plan (TOP) 2050, decrease the Great Park from 58.86 acres to 37.38 acres and commercial development from 15.66 acres to 2.68 acres, and revise, design and development standards; and

WHEREAS, The Parkside Specific Plan was approved by the City Council on September 5, 2006. The Parkside Specific Plan established the land use designations, development standards, design guidelines and development capacity of 1,947 residential units and 115,000 square feet of commercial uses for the Specific Plan area. The Specific Plan is comprised of 26 land use districts (“Planning Areas”), incorporating 19 distinctive neighborhoods and offering a variety of residential products; and

WHEREAS on June 16, 2020, City Council approved an amendment to the Parkside Specific Plan (File No. PSPA19-007) to reconfigure the boundaries of Planning Areas 1 thru 4, 17 thru 19, and 21, revise internal circulation and design guidelines adding new housing types and architectural styles; and

WHEREAS, on September 19, 2006, the City Council of the City of Ontario (“City”), adopted Ordinance No. 2841, approving the original Development Agreement between the City and Applicant, to provide the funding for additional City services required to support the Parkside Specific Plan (File No. PSP03-002) residential development of up to 1,947 residential units and the infrastructure improvements required to support the related Tract Map 18048 (File No. PMTT06-039); and

WHEREAS, on July 7, 2009, the City adopted Ordinance No. 2909, approving a First Amendment to the Development Agreement, to allow Tract Map 18048 to be recorded for the purpose of financing; and

WHEREAS, on February 3, 2015, the City adopted Ordinance No. 3012, approving a Second Amendment to the Development Agreement, to update the Development Agreement to conform with the Construction Agreement with NMC Builders, LLC, and to provide for the phasing of the construction of public infrastructure for 250.89 acres of the Parkside Specific Plan; and

WHEREAS, on June 18, 2019, the City adopted Ordinance No. 3134, approving the Third Amendment to the Development Agreement, to change the legal description in conjunction with the lot line adjustment (File No. LLA18-010) and sale of a portion of the property to Ontario Land Ventures, LLC, for the design, construction, and completion of street improvements necessary for the ultimate alignment of Eucalyptus Avenue; and

WHEREAS, on July 7, 2020, The City Council adopted ordinance No. 3164, approving a fourth amendment to the Development Agreement (“Fourth Amendment”) to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020), and conform to the revised development standards established by the Parkside Specific Plan Amendment (File No. PSPA19-007); and

WHEREAS, on August 3, 2022, the Applicant submitted a Tentative Tract Map No. 20487 (File No. PMTT22-024) to subdivide 31.70 acres of land into 5 numbered lots for condominium purposes and a Development Plan (File No. PDEV22-037) to construct 508 apartment units on 30 acres of land located within Planning Areas 17 and 18 of the Parkside Specific Plan. In addition, Applicant submitted an Amendment to the Parkside Specific Plan (File No. PSPA21-006) to; a) increase the residential unit capacity from 1,947 to 2,851 dwelling units by modifying density ranges in residential planning areas and adjusting certain

planning area boundaries; b) decrease commercial land use from 11.15 acres of land to 2.77 acres of land within Planning Area 19; c) decrease Great Park land use from 58.86 acres of land to approximately 37.38 acres within Planning Area 21; d) increase residential land use from 9.58 acres of land to 27.81 acres within Planning Areas 17 and 18; e) update certain development standards and building categories; and f) eliminate the private open space land use in Planning Areas 23, 24, and 25; and

WHEREAS, the new Tract Map (see attached Exhibit B) and proposed revisions to the Specific Plan necessitates a fifth amendment to the Development Agreement ("Fifth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20487 (File No. PMTT22-024), and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA21-006); and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act — Public Resources Code Section 21000 et seq. — (hereinafter referred to as "CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and approve/deny the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, on November 28, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC23-093 recommending the City Council approve the Application; and

WHEREAS, on December 19, 2023, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the City Council of the City of Ontario, as follows:

SECTION 1: *Environmental Determination and Findings.* As the approving authority for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

- (1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP03-002, an addendum to the Parkside Specific Plan for which a Certified EIR was adopted by the City Council on September 5, 2006; and
- (2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and
- (3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and
- (4) The previous Certified EIR reflects the independent judgment of the City Council; and
- (5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: *Subsequent or Supplemental Environmental Review Not Required.* Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

- (1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- (2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

- (3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:
- (a) The project will have one or more significant effects not discussed in the Certified EIR; or
 - (b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or
 - (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or
 - (d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the approving authority for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: *Airport Land Use Compatibility Plan ("ALUCP") Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

- (1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the approving body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones

(ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 5: *Concluding Facts and Reasons.* Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

- (1) The Fifth Amendment applies to subdivide 31.70 acres of land into 5 numbered lot for condominium purposes located east of the Cucamonga Creek Channel, west of Archibald Avenue, south of Ontario Ranch Road and approximately 1,104 feet north of Eucalyptus Avenue within Planning Areas 17, 18, and 19 of the Parkside Specific Plan.
- (2) An Addendum to the Parkside Specific Plan (File No. PSP03-002); and the main points of the original Development Agreement continue to address Development Impact Fees (DIF), public service funding, Community Facilities District (CFD) for maintenance of public facilities, park/open space requirements, affordable housing fees, school facilities requirements, and remain in full force and effect. State law and Section 2.5 of the original Development Agreement provide that amendments may be made to the Agreement upon the mutual consent of both parties, using the same process and procedures as for the consideration and approval of the original Development Agreement; and
- (3) The new Tract Map (see attached Exhibit B) and proposed revisions to the Specific Plan necessitates a fifth amendment to the Development Agreement ("Fifth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 220487 (File No. PMTT22-024), and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA21-006); and
- (4) Key points addressed in the Fifth Amendment are the following:
 - (a) Design, construction, and timing of the Traffic Signal at Eucalyptus Avenue and Millennium Paseo;
 - (b) Updated Trail improvements and the timing of those improvements;
 - (c) Timing for the construction of the Cucamonga Creek Channel Bridge Enhancements;

- (d) Timing of construction for Phase 2 retail site improvements;
- (e) Modification of the parkland and Quimby act fee, construction and City acquisition of the Grand Park (Great Park); and
- (f) Extension of terms of the Development Agreement.

SECTION 6: City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Fifth Amendment to the Development Agreement (File No. PDA05-002), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: City Manager Administrative Authority. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8 Indemnification. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9: Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10: Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect

without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11: *Effective Date.* This Ordinance shall become effective 30 days following its adoption.

SECTION 12: *Publication and Posting.* The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2024.



PAUL S. LEON, MAYOR

ATTEST:



SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:



BEST BEST & KRIEGER LLP
CITY ATTORNEY

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Recording Fees Per Government Code Sections 6103 and 27383

Space above this line for Recorder's Use

File No. PDA05-002

FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**SC Ontario Development Company, LLC
a Delaware limited liability company**

January 16, 2024

San Bernardino County, California

File No. PDA05-002

This Fifth Amendment to Development Agreement (hereinafter "**Fifth Amendment**") is entered into as of the 16th day of January 2024 by and among the CITY OF ONTARIO, a California municipal corporation (hereinafter "**CITY**"), and SC ONTARIO DEVELOPMENT COMPANY LLC, a Delaware limited liability company (hereinafter "**OWNER**").

RECITALS

WHEREAS, the CITY and OWNER's predecessor have previously entered into a (i) Development Agreement dated September 19, 2006 and recorded in San Bernardino County, California on November 14, 2006 as Instrument No. 2006-0774531 pursuant to Section 65864, *et seq.*, of the Government Code, (hereinafter the "**Original Development Agreement**"), as amended by (ii) that First Amendment to Development Agreement dated June 16, 2009, and recorded on September 14, 2009 as Instrument No. 2009-0403692 (the "**First Amendment**"), (iii) that Second Amendment to the Development Agreement dated April 4, 2017, and recorded on May 15, 2017 as Instrument No. 2017-0199310 (the "**Second Amendment**"), (iv) that Third Amendment to Development Agreement dated June 18, 2019, and recorded on June 27, 2019 as Instrument No. 2019-0211740 (the "**Third Amendment**") and (v) that Fourth Amendment to Development Agreement dated July 7, 2020 and recorded on July 31, 2020 as Instrument No. 2020-0265729 (the "**Fourth Amendment**"), all with respect to the real property described in **Exhibit "A-R"** to this Fifth Amendment.

WHEREAS the CITY and OWNER now intend to amend further the Original Development Agreement, as amended by the First, Second, Third and Fourth Amendments respectively (collectively, the "**Development Agreement**"), as set forth herein, provided, however, such amendment shall apply only to the extent that OWNER still owns real property within the Project. Although Phase 1A of the Project is referenced herein, nothing herein is intended by CITY or OWNER to amend the Development Agreement to the extent applicable to such Phase 1A, which has been conveyed to The New Home Company. Accordingly, the land within such Phase 1A and the rights and obligations of The New Home Company and CITY with respect to such Phase 1A, as set forth in the Development Agreement, shall remain unamended and are expressly excluded from the terms and provisions of this Fifth Amendment.

WHEREAS, Section 2.5 of the Original Development Agreement specifies that the Development Agreement may be amended in whole or in part only in the manner provided for in Government Code Section 65868.1 and the procedure for adopting and entering into an amendment to the Development Agreement shall be the same as the procedure for adopting and entering into the Original Development Agreement; and

WHEREAS, the CITY and OWNER agree to modify the commencement of certain specific infrastructure improvements to reflect the Tentative Tract Map 20316 and current development conditions in Ontario Ranch as it relates to the Parkside Specific Plan area; and

WHEREAS, the CITY and OWNER agree that execution of this Fifth Amendment shall constitute Certification of Agreement Compliance under Section 6.6 of the Development Agreement; and

WHEREAS, the term of the Original Development Agreement was for a ten (10) year term, expiring on September 19, 2016, the term of the Development Agreement was extended an additional five (5) years by the execution of the Second Amendment, expiring September 19, 2021, and the term of the Development Agreement was extended an additional five (5) years by the execution of the Fourth Amendment, expiring September 19, 2026, CITY and OWNER now agree to extend the term of the Development Agreement for an additional five (5) year period, expiring on September 19, 2031 and to provide for the further extension of the term of the Development to September 19, 2036 once the 1,040th permit has been issued for the Project.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements hereinafter contained, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

2.1 Defined Terms. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the meanings ascribed to the in the Development Agreement.

2.1 Additional and Modified Definitions.

“Effective Date” means the date that the ordinance approving this Fifth Amendment becomes effective.

“Development Agreement” is revised to mean, collectively, the Original Development Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment.

“Existing DIF Credit Agreement” means that certain Development Impact Fee Credit Agreement For Facility Construction (File No. PDIF 19-908) dated March 2, 2021.

“Existing Development Approvals” is revised to mean all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as **Exhibit “C-R”** and all other Development Approvals that are a matter of public record on the Effective Date.

“Existing Land Use Regulations” is revised to mean all Land Use Regulations in effect on the Effective Date and all other Land Use Regulations that are in effect

and a matter of public record on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as **Exhibit “D-R.”**

“Model Units” means a maximum of thirty-six (36) units in each of the four (4) Phases constructed by OWNER for promotion of sales.

“Phase 1 Units” means the first five hundred forty (540) units for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

“Phase 2 Units” means the five hundred eight (508) units and a commercial shopping center consisting of fifteen thousand (15,000) square of building space (as depicted on the Revised Conceptual Phasing Plan attached hereto as **Exhibit “E-R”**) for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

“Phase 3 Units” means the nine hundred one (901) units, (as depicted on **Exhibit “E-R”** attached hereto) for which the CITY issues building permits to OWNER and shall include up to thirty-six (36) Model Units.

“Phase 4 Units” means the nine hundred two (902) units (as depicted on **Exhibit “E-R”** attached hereto) for which the CITY issues building permits to OWNER. and shall include up to thirty-six (36) Model Units.

“Production Units” means all units constructed for sale or lease by OWNER and occupancy and excludes a maximum of thirty-six (36) Model Units per Phase constructed by OWNER for promotion of sales.

2.1 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Fifth Amendment and revise and replace Exhibits A-R, B-R, C-R, D-R, and E-R in the Development Agreement:

Exhibit “A-R” – Revised Legal Description of Property

Exhibit “B-R” – Revised Parkside Specific Plan

Exhibit “C-R” – Revised Existing Development Approvals

Exhibit “D-R” – Revised Existing Land Use Regulations

Exhibit “E-R” — Revised Conceptual Phasing Plan

Exhibit “F-R” – Cucamonga Creek Channel Bridge Enhancements

Exhibit “G-R” - Enhanced Amenities Required For Qualified Community Facilities District HOA Waiver Policy

Exhibit "H-R" -Great Park Phasing Map

2. MODIFICATIONS TO DEVELOPMENT AGREEMENT TO CONFORM TO AMENDMENT

The following provisions of Section 2.3 of the Fourth Amendment are hereby revised and added to provide as follows:

2.3 Modifications of the Amounts of the CFD to Finance CITY Services. Prior to, and as a condition precedent to, the recordation of each final subdivision creating buildable lots, such map shall be included in a Community Facilities District ("CFD") to finance CITY services through annual special taxes. The amounts contained in Section 5.1 in the Development Agreement shall be modified as follows:

- Single Family Detached Dwelling Unit from \$1,443.71.
- Multiple Family Dwelling Unit from \$1,251.15
- Gated Apartment Community Dwelling Unit from \$1,048.96.
- The amount for Non-Residential building shall be modified to \$0.27 per square foot.

These modified amounts shall be subject to an automatic increase, not to exceed four (4%) percent per year, beginning on July 1, 2024, unless otherwise modified by the CITY.

CITY and OWNER intend that the Phase 2 Units will be developed as a for-rent apartment project under single ownership. So long as the Phase 2 Units remain for-rent apartments, the requirements of this section shall not apply to the Phase 2 Units. However, if OWNER elects to develop or convert the Phase 2 Units into for-sale condominium units, OWNER shall form a Community Facilities District subject to the provisions of this section prior to the first Close of Escrow within that phase.

3. MODIFICATIONS TO DEVELOPMENT AGREEMENT TO AMEND CERTAIN REQUIREMENTS FOR CONSTRUCTION OF SPECIFIC PUBLIC IMPROVEMENTS.

A. The following provisions of Section 3.7 of the Fourth Amendment are hereby revised and added to provide as follows:

3.7.4 Traffic Signal at Eucalyptus Avenue and Millennium Paseo. Because the name of Parkhouse Privado was changed to Millennium Paseo, the Development

Agreement is amended to provide that OWNER now shall design, construct, and complete the Traffic Signal at Eucalyptus Avenue and Millennium Paseo (instead of Parkhouse Privado), prior to and as a condition precedent to OWNER'S request for the first occupancy permit for Phase 1 Production Units or prior to completion of the Eucalyptus Bridge Improvements, whichever occurs first. All references to Parkhouse Privada are hereby deleted.

3.7.6 Progress Reports. OWNER shall provide periodic written progress reports to the CITY commencing thirty (30) days after the OWNER initiates construction of the Trail Improvements for each Phase, and each sixty (60) days thereafter regarding the progress of construction of the Trail Improvements for each Phase.

3.7.9 Cucamonga Creek Channel Bridge Enhancements. CITY and OWNER mutually agree that the development of the Cucamonga Creek Channel Bridge Enhancements as shown in "Exhibit F-Phase 3" shall be revised as set forth in **Exhibit "F-R"** attached hereto and shall be constructed and completed by OWNER prior to the 1,049th building permit issued for Production Units.

3.7.10 Phase 2 Retail Site Improvements. CITY and OWNER mutually agree that the development of the Phase 2 Units and commercial site shall be constructed subject to the following:

- Prior to the issuance of the 250th residential building permit issued for Phase 2 Units, OWNER shall submit the Phase 2 commercial site improvement and building plans to the City for plan check. Should the applicant fail to satisfy this condition, CITY may, at its sole discretion, withhold any additional permit issuance and may withhold any certificate of occupancies not previously issued, provided however that the city manager may authorize the release of additional permits and certificates of occupancy upon evidence in CITY sole discretion that market conditions outside of OWNER's control prevented the timely development of the Phase 2 commercial site.
- Prior to the issuance of the 450th residential certificate of occupancy issued for Phase 2 Units, OWNER shall apply for and receive a commercial building permit for the Phase 2 commercial site. The commercial building construction shall be diligently pursued to completion and issuance of building final permit. Should the applicant fail to satisfy this condition, CITY may, at its sole discretion, withhold any additional permit issuance and may withhold any certificate of occupancies not previously issued, provided however that the city manager may authorize the release of additional permits and certificates of occupancy upon evidence that market conditions outside of OWNER's control prevented the timely development of the Phase 2 commercial site.

4. MODIFICATION OF PARKLAND AND QUIMBY ACT FEE/CONSTRUCTION AND ACQUISITION OF GREAT PARK

A. Section 4.2.3 of the Development Agreement is revised to provide as follows:

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents), OWNER shall, with respect to its Project, develop and improve 2 acres of parks and improved open space per 1,000 of projected population ("**Parkland**") without Quimby fee credit, reimbursement, offset or other consideration from CITY. Such areas shall be transferred to a homeowner's association or to the City if any such areas are included in the public areas of the Great Park.

4.2.3.1 Satisfaction of Parkland Requirements. OWNER's requirements for acquisition and improvement of Parkland in an amount equal to two (2) acres per 1,000 of projected population shall be deemed satisfied by a combination of the development of non-public recreational facilities such as private pocket parks, pools, splash pads, community centers, tennis and basketball courts, clubhouses and other community amenities, and by the development and dedication of a portion of the Great Park and the Trail Improvements. The portion of the Great Park and the Trail Improvements that is dedicated in recognition of Owner's requirements for parkland in the amount equal to two (2) acres per 1,000 of projected population shall be dedicated to the CITY without DIF credit and shall not be considered as a "Non-Program Interest" as provided in Section 3.6 of the Construction Agreement. CITY and OWNER agree that the following improvements and dedications satisfy OWNER's parkland requirements under Section 4.2.3 above to the full extent of the acreages described in the following subsections of this Section 4.2.3.

4.2.3.2 CITY and OWNER agree that lot NN consisting of 1.32 acres was developed and improved as a private recreation area to serve the Project in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections.

4.2.3.3 OWNER shall dedicate to the CITY 4.39 acres within the Great Park, concurrent with the City's close of escrow for its purchase of that additional 11.3 acres within the Great Park collectively identified as Park Areas I and II of the Great Park on the map attached as Exhibit "H" attached hereto. Thereafter, within eighteen (18) months after that close of escrow, OWNER shall complete those parkland improvements within Park Area I to be described in the Great Park Plan referred to in Section 4.2.4 below (the "**Great Park Phase 1 Improvements**"). OWNER'S dedication of the aforementioned 4.39 acres to the City for the Great Park shall be in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections. Except for those Great Park Phase 1 Improvements located within Park Area I, the City shall be solely responsible for the funding and construction of all improvements to Park Area II of the Great Park (the "**Great Park Phase 2 Improvements**").

4.2.3.4 OWNER shall complete The Trail Improvements described in section 3.7.5 of the 4th Amendment to the Development Agreement in satisfaction of OWNER'S parkland requirements set forth in Policy PR1-5 and Section 4.2.3 above and its subsections.

B. Section 4.2.4 of the Second Amendment to the Development Agreement is revised to provide as follows:

4.2.4. OWNER agrees that Park Areas I, II, III and IV on the map attached hereto as Exhibit "H," collectively comprise the Great Park as identified in the Parkside Specific Plan which shall be transferred to the City and improved by Owner in four (4) Phases in accordance with the City's park standards and open to the public. Park Areas I and II are to be transferred together to the CITY by OWNER as set forth in Section 4.2.3.3 and Park Areas III and IV shall be transferred to City in accordance with the terms of the Great Park Plan (defined below). CITY and OWNER shall meet periodically and/or as needed from the Effective Date of this Amendment, to jointly develop a plan for the timing and phasing of the improvement, funding, completion and acquisition of each of the Park Areas I, II, III and IV (the "**Great Park Plan**"). The Great Park Plan may be in the form of Purchase and Sale Agreements between the City and Owner which shall provide for City' purchase of Park Areas I, II, III and IV, and identify the improvements which Owner shall construct within each Park Area. Subject to the successful development of the Great Park Plan and OWNER's and CITY's approval and execution of an amendment to the Existing DIF Credit Agreement (or execution of a separate DIF Credit and Reimbursement Agreement) (the "**Great Park DIF Agreement**") which adds all public improvements made to the Great Park by OWNER as improvements which are eligible for DIF Credit (the "**Great Park Improvements**"), the design and construction of the Great Park Improvements shall entitle OWNER, if OWNER elects, to a credit towards its obligations under the Quimby Act (Gov. Code § 64477) and the CITY's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and/or alternatively, OWNER shall be entitled to have the CITY acquire such developed and public available parks as Non-Program Interests as set forth in Section 3.6.2 of the Construction Agreement Amendment. CITY acknowledges that the development of the Great Park areas by OWNER exceeds OWNER's requirements for the development of parkland and open space and OWNER shall be entitled to further consideration for the development and dedication of the Great Park area in form of reimbursements to OWNER from Quimby Act Fees collected by CITY and paid by other development within the Ontario Ranch area of the New Model Colony, and/or by the City's issuance of DIF Credits to Owner in accordance with the Great Park DIF Agreement. The specific terms of the issuance of DIF Credit and DIF Reimbursement to OWNER for the Great Park Improvements will be included in the Great Park DIF Agreement as provided above and in Section 4.2.6.

C. Section 4.2.6 is added to the Development Agreement to provide as follows:

4.2.6 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of Improvements that are included in CITY's Development Impact Fee Program and such Improvements are not included in the Construction Agreement Amendment between CITY and NMC Builders, CITY agrees that CITY shall issue DIF Credit, and where appropriate, DIF Reimbursement in accordance with the provisions of an amendment to the Existing DIF Credit Agreement (or execution of a separate DIF Credit and Reimbursement Agreement). Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of such amendment to the Existing DIF Credit and Reimbursement Agreement (or separate DIF Credit and Reimbursement Agreement). OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefit from OWNER's construction of Infrastructure that is included in CITY's DIF Program. Any such DIF Reimbursement shall be subject to such an amendment to the Existing DIF Credit Agreement (or separate DIF Credit and Reimbursement Agreement). CITY and OWNER agree that such amendment to the Existing DIF Credit Agreement (or separate DIF Credit and Reimbursement Agreement) between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements."

5. OTHER MODIFICATIONS.

A. Section 4.2 of the Fourth Amendment is revised to provide as follows:

4.2 Extension of Term of the Development Agreement. CITY and OWNER acknowledge that the Term of the Development Agreement will expire on September 19, 2026. CITY and OWNER also agree that the OWNER has not met the building permit issuance requirements for the extension of the term of the Development Agreement as Notwithstanding that this requirement has not been met, CITY and OWNER agree that OWNER has met the remaining requirements for the extension of the term of the Development Agreement and that OWNER is not in default of the Development Agreement. CITY and OWNER agree that the term of the Development Agreement shall be extended for an additional five (5) year period to September 19, 2031 for a total term of twenty-five (25) years following the Effective Date of the Development Agreement. The Development Agreement shall be extended an additional five (5) year period to September 19, 2036 once the 1,040th permit has been issued for the Project.

6. INTEGRATION.

A. Section 6.1 of the Fourth Amendment is revised to provide as follows:

- 6.1 Integration of Previous Understands and Clarifications. This Fifth Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Fifth Amendment conflicts with the Development Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment,—this Fifth Amendment supersedes such previous document(s). In all other aspects, the parties hereto re-affirm and ratify all other terms, conditions, provisions, and obligations under the Original Development Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment. The Property covered by this Fifth Amendment is as described in the legal description of the Property attached hereto as revised **Exhibit “A-R.”** This Fifth Amendment shall be recorded against the Property.

[Signatures Immediately on Next Page]

SIGNATURE PAGE
TO FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date.

"OWNER"

SC ONTARIO DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

By: **LEWIS MANAGEMENT CORP.,**
a Delaware corporation - Its Sole
Manager

By: _____
Name: _____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO
a California municipal corporation

By: _____
Scott Ochoa, City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

City Attorney

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

EXHIBIT "A-R"

REVISED LEGAL DESCRIPTION OF PROPERTY

THE LAND HEREINAFTER DESCRIBED IS SITUATED IN THE CITY OF ONTARIO, STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (SUNKIST)

GOVERNMENT LOTS 3 AND 4 AND THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN THAT CERTAIN EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1944, IN BOOK 1678 PAGE 154 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED SEPTEMBER 29, 1977, IN BOOK 9273 PAGE 254 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED AUGUST 29, 1990, AS INSTRUMENT NO. 90-344004 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL COUNTY ROADS AND HIGHWAYS.

ALSO EXCEPTING THE FOLLOWING:

EXHIBIT "A"

SHEET 1 OF 1

GRANT DEED FOR LLA18-010
SC ONTARIO DEVELOPMENT TO ONTARIO LAND VENTURES

THAT PORTION OF GOVERNMENT LOT 4, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, APPROVED BY THE SURVEYOR GENERAL ON AUGUST 30, 1873, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1 AS SHOWN ON RECORD OF SURVEY 02-139, RECORDED IN BOOK 118, PAGES 82 THROUGH 95 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING ON THE CENTERLINE OF CARPENTER AVENUE AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING ON THE EAST LINE OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE AS SHOWN ON RECORD OF SURVEY, RECORDED IN BOOK 25, PAGE 15 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 00° 02' 44" WEST, 187.76 FEET TO THE CENTERLINE OF EUCALYPTUS AVENUE, AS SHOWN ON LAST MENTIONED RECORD OF SURVEY;

THENCE ALONG THE EASTERLY PROLONGATION OF SAID CENTERLINE OF EUCALYPTUS AVENUE, NORTH 89° 19' 34" EAST, 144.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 905.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 08' 53" AN ARC LENGTH OF 428.81 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 905.00 FEET, A RADIAL LINE TO SAID BEGINNING OF TANGENT REVERSE CURVE BEARS SOUTH 26° 28' 27" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 27' 26" AN ARC LENGTH OF 417.90 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, A RADIAL LINE TO SAID POINT OF TANGENCY BEARS SOUTH 00° 01' 02" WEST;

THENCE ALONG SAID NORTHERLY LINE OF GOVERNMENT LOT 1, NORTH 89° 58' 58" WEST, 961.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 105,724 SQUARE FEET OR 2.43 ACRES MORE OR LESS (GROSS)

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

Last Update: 12/04/18
O:\3290\LLA\GRANT DEED\3290_DEED.dwg

PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

BRIAN L. THIENES _____ DATE _____
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2019



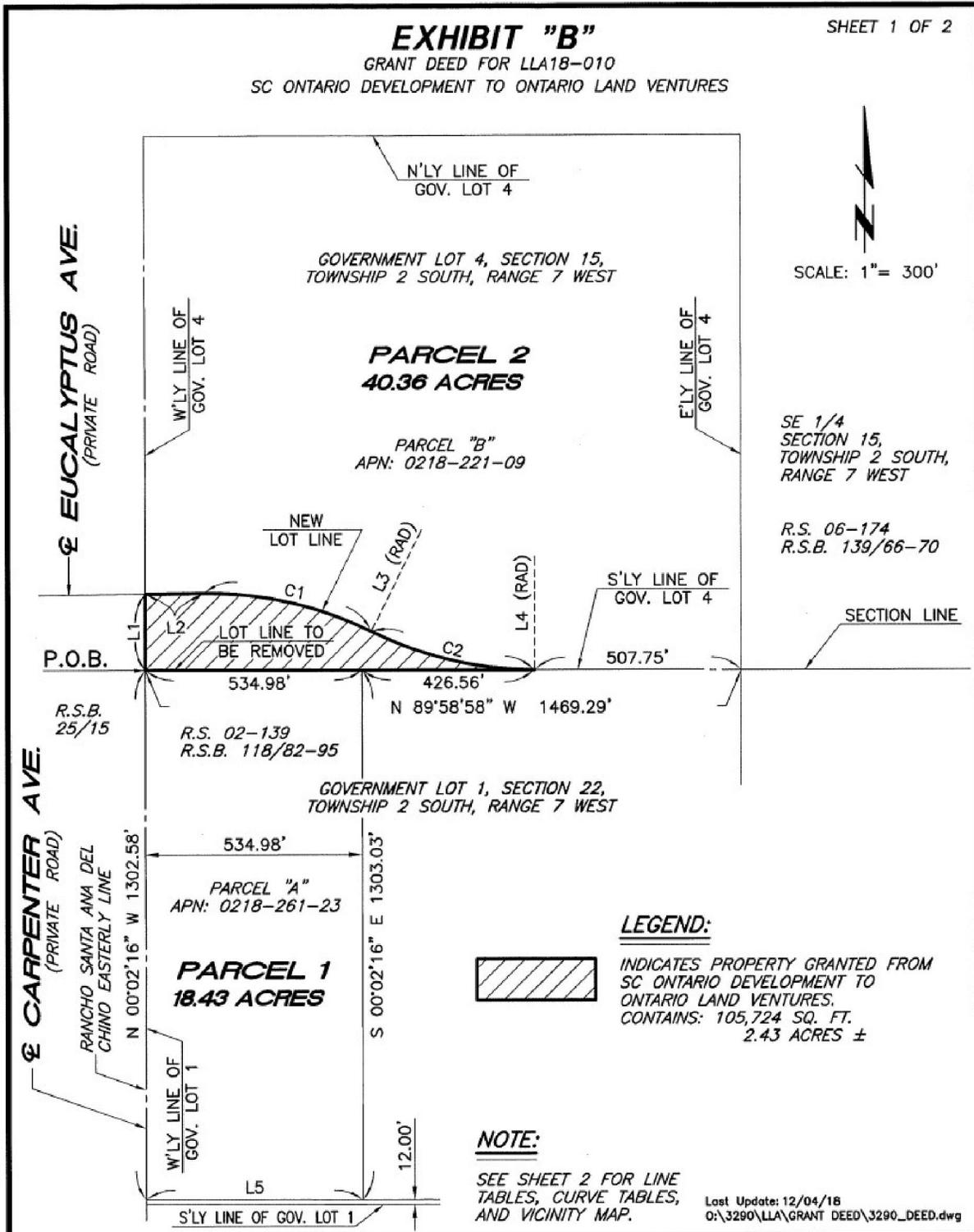


EXHIBIT "B-R"
REVISED PARKSIDE SPECIFIC PLAN

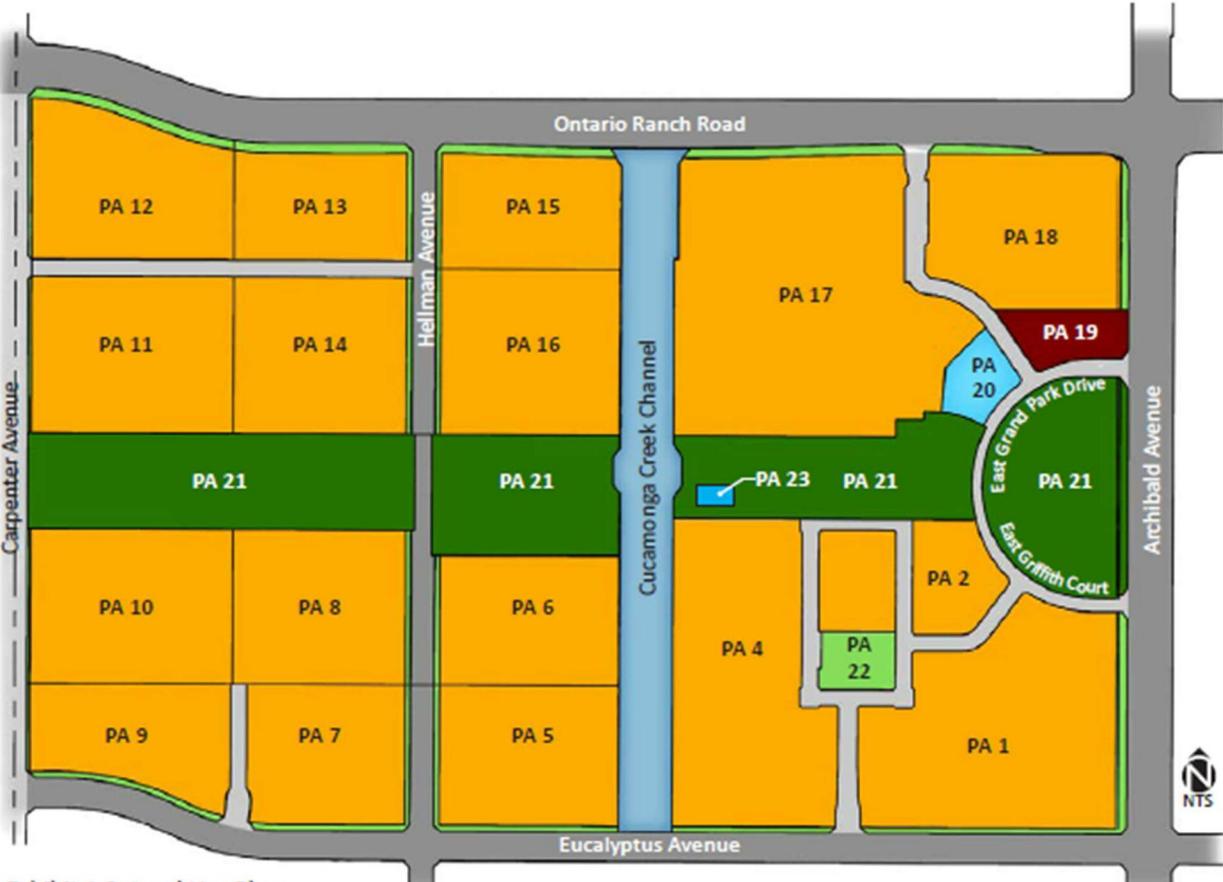


Exhibit 1-3: Land Use Plan



EXHIBIT “C-R”

REVISED EXISTING DEVELOPMENT APPROVALS

On June 16, 2009, the City Manager:

- a) Approved the First Amendment to the Development Agreement dated June 16, 2009, and recorded in San Bernardino County, California on September 14, 2009 as instrument No. 2009-0403692 pursuant to Section 65864, et seq, of the Government Code, (hereinafter the “First Amendment”).

On December 15, 2014, the Planning Commission:

- a) Adopted Resolution No. PC14-116 recommending City Council approval of the SC Ontario Development Company, LLC Second Amendment to the Development Agreement (File No. PDA14-007); and
- b) Issued Resolution No. PC14-117 approving Tentative Tract Map No. 18999 (File No. PMTT14-021).

On February 3, 2015, the City Council:

- a) Adopted Ordinance No. 3012 approving the Second Amendment to the Development Agreement (File No. PDA14-007) between the City of Ontario and SC Ontario Development Company, LLC.

On April 23, 2019, the Planning Commission:

- a) Adopted Resolution No. PC19-025 recommending City Council approval of the Third Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

On June 18, 2019, the City Council:

- a) Adopted Ordinance No. 3134 approving the Third Amendment to the Development Agreement (File No. PDA05-002) between the City of Ontario and SC Ontario Development Company, LLC.

On July 7, 2020, The City Council:

- a) Adopted ordinance No. 3164, approving a fourth amendment to the Development Agreement (“Fourth Amendment”) to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020), and conform to the revised development standards established by the Parkside Specific Plan Amendment (File No. PSPA19-007).

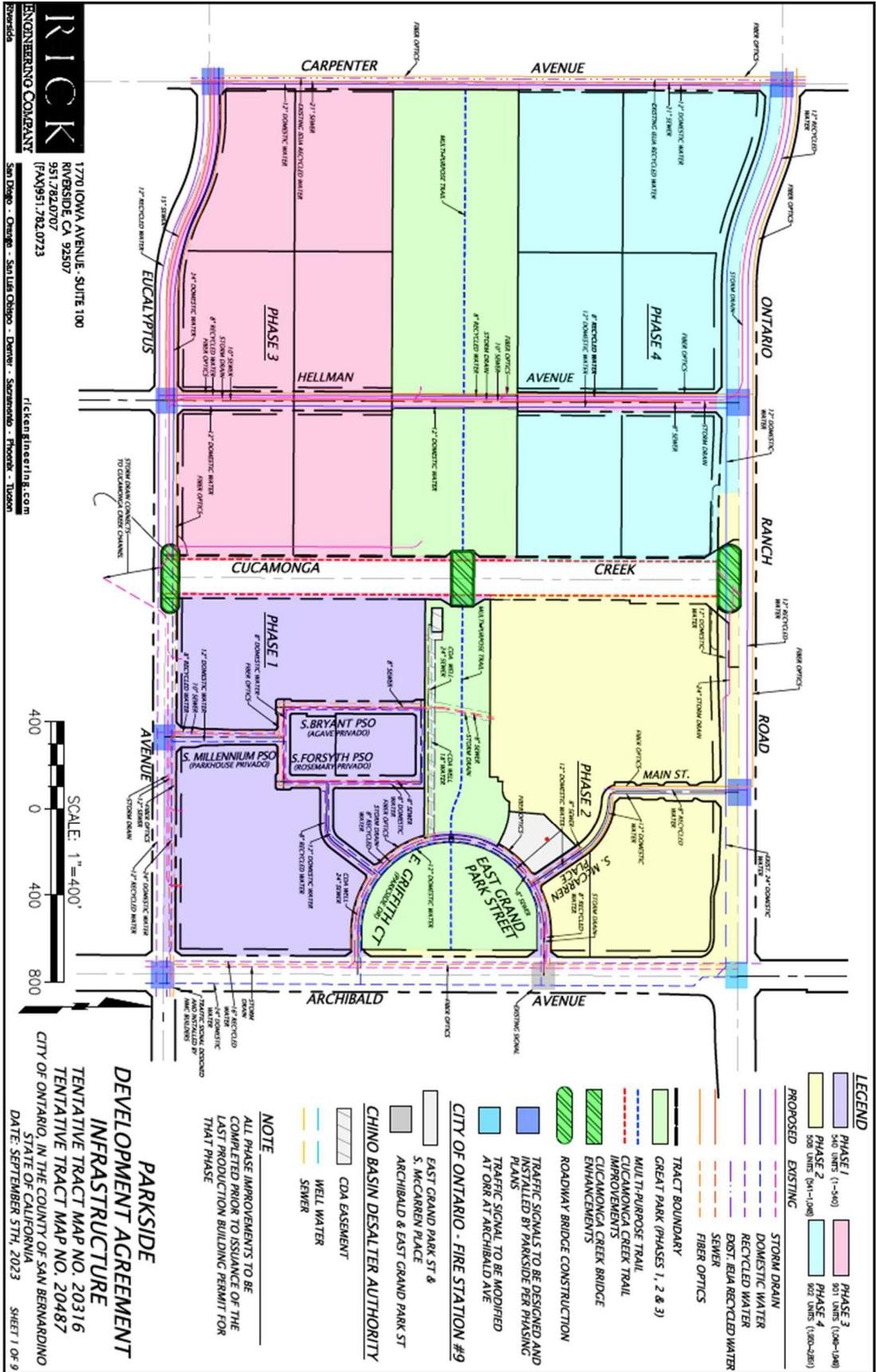
EXHIBIT “D-R”

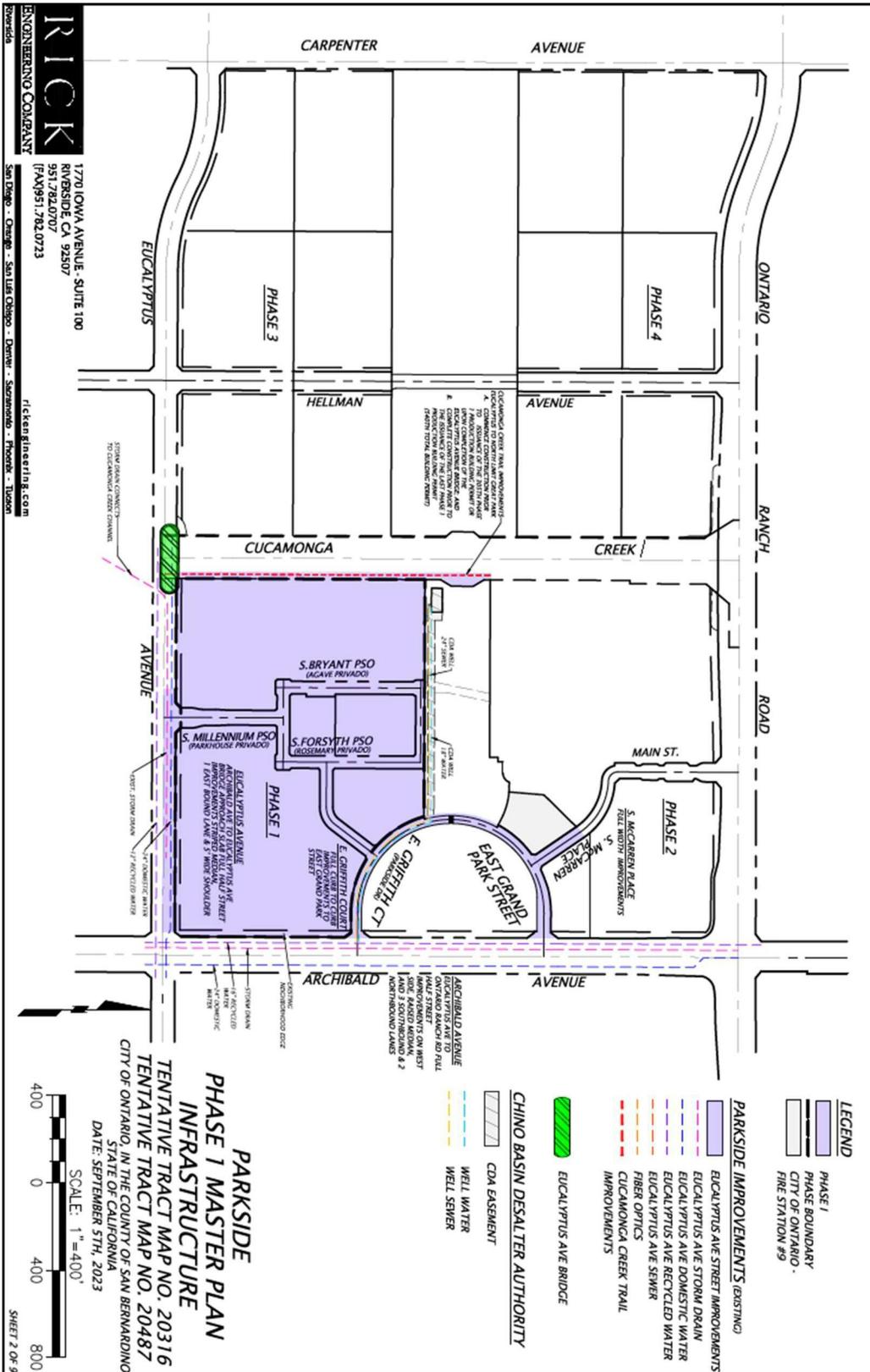
REVISED EXISTING LAND USE REGULATIONS

The Documents are listed for reference only:

1. Parkside Specific Plan Environmental Impact Report, Resolution No. 2006-068.
2. General Plan Amendment (File No. PGPA04-003), Resolution No. 2006-068A.
3. Parkside Specific Plan (File No. PSP03-002), Ordinance No. 283.
4. City of Ontario Municipal Code:
 - a. Six – Sanitation & Health
 - b. Seven – Public Works
 - c. Eight – Building Regulations
 - d. Nine – Development Code
 - e. Ten – Parks and Recreation

EXHIBIT "E-R"
REVISED CONCEPTUAL PHASING PLAN
(SEE ATTACHED)

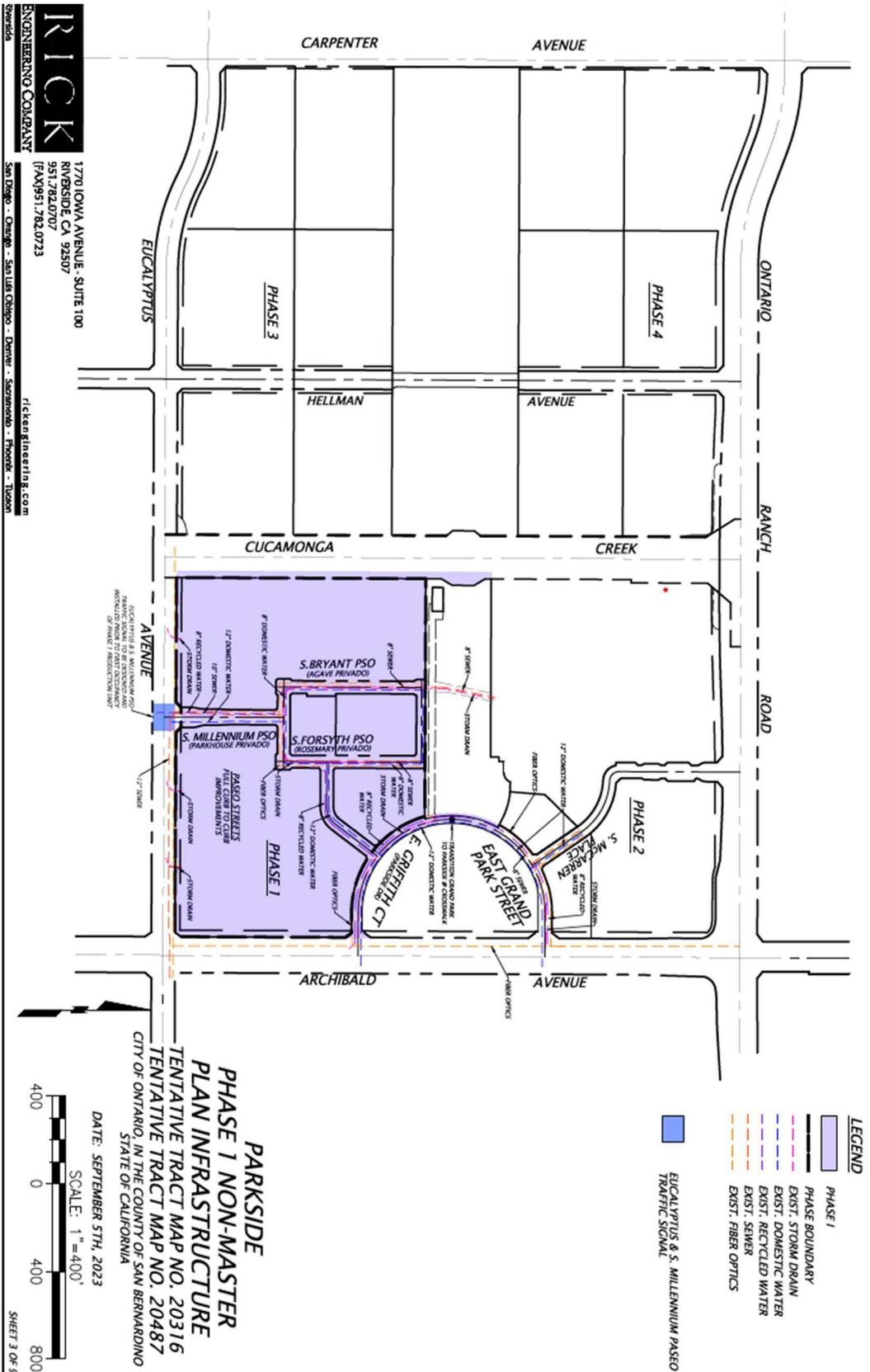




RICK
ENGINEERING COMPANY
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
(761)951.782.0723
rickenengineering.com

San Diego - Orange - San Luis Obispo - Denver - Sacramento - Phoenix - Tucson

PHASE 1 PARKSIDE INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
TENTATIVE TRACT MAP NO. 20487
CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
DATE: SEPTEMBER 5TH, 2023
SCALE: 1" = 400'
SHEET 2 OF 9



TRICK
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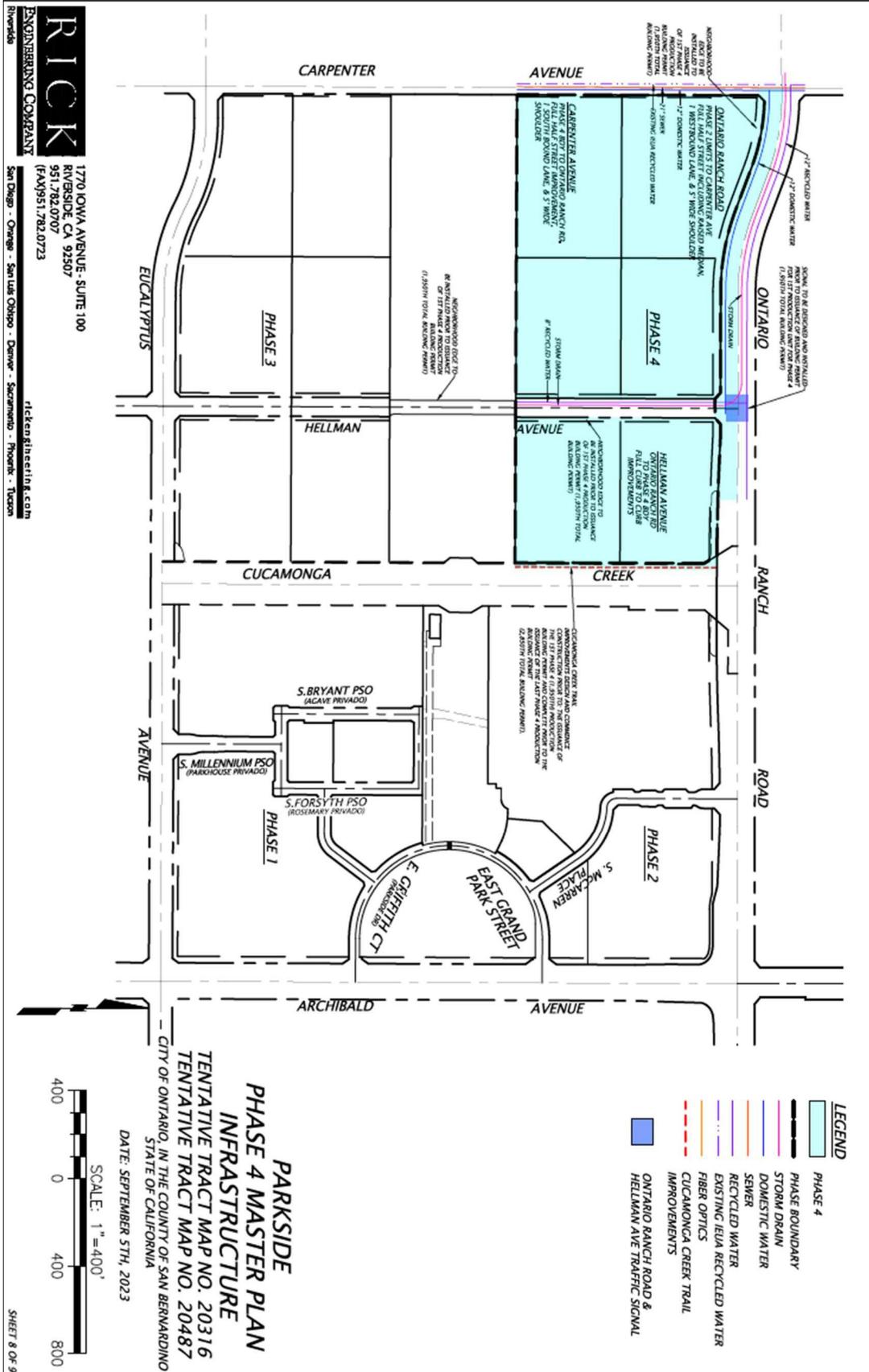
trickengineering.com
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PARKSIDE
PHASE 1 NON-MASTER
PLAN INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
TENTATIVE TRACT MAP NO. 20487
CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: SEPTEMBER 5TH, 2023
SCALE: 1"=400'
SHEET 3 OF 9



- LEGEND**
- PHASE 1
 - PHASE BOUNDARY
 - EXIST. STORM DRAIN
 - EXIST. DOMESTIC WATER
 - EXIST. RECYCLED WATER
 - EXIST. SEWER
 - EXIST. FIBER OPTICS
 - EUCALYPTUS & S. MILLENNIUM PASO TRAFFIC SIGNAL



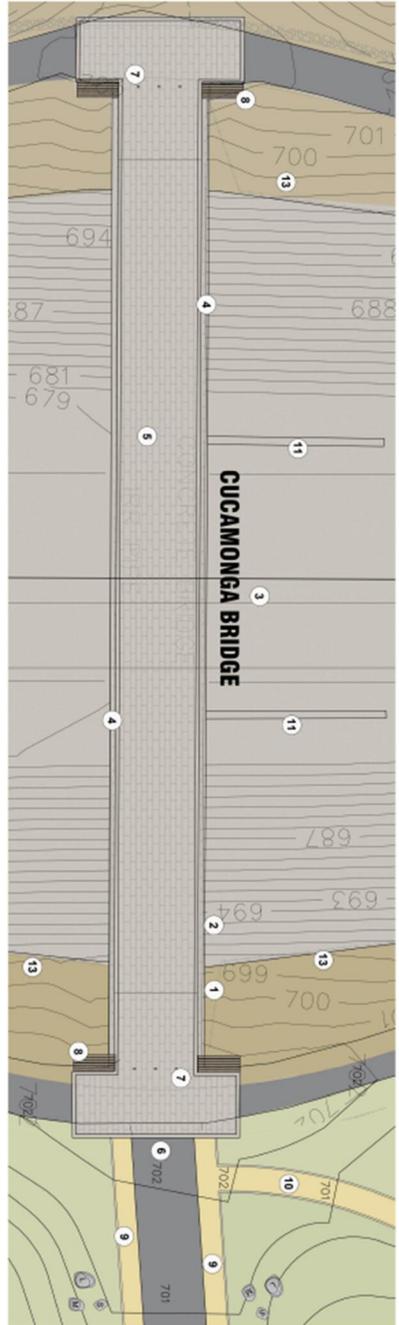
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Riverside

**PARKSIDE
PHASE 4 MASTER PLAN
INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316
TENTATIVE TRACT MAP NO. 20487
CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
DATE: SEPTEMBER 5TH, 2023**

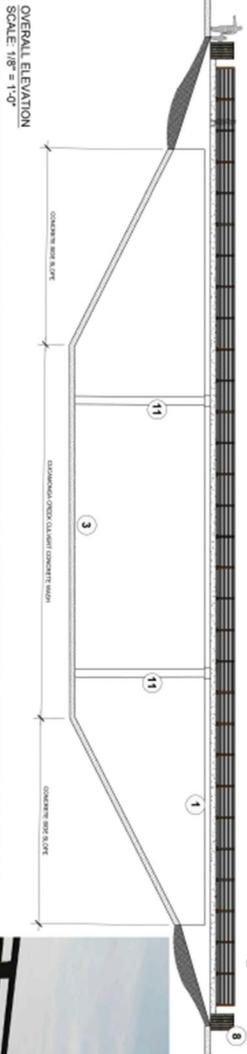
EXHIBIT "F-R"

CUCAMONGA CREEK CHANNEL BRIDGE ENHANCEMENTS

[SEE ATTACHED]



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



OVERALL ELEVATION
SCALE: 1/8" = 1'-0"



INSPIRATIONAL IMAGE



PHOTO SIMULATION OF CUCAMONGA BRIDGE

Parkside Great Park | Preliminary Landscape Plan | CUCAMONGA BRIDGE CONCEPT

SC Ontario Development Company | Ontario, CA | November 22, 2022

LEGEND

- 1. EXISTING CONCRETE BRIDGE STRUCTURE
- 2. EXISTING IRR PIPE TO BE REMOVED
- 3. CUCAMONGA BRIDGE CULVERT WASH
- 4. PAINTED FRAME RAIL & GUARDRAIL CONCRETE UNIT PAVEMENT SET OVER EXISTING BRIDGE STRUCTURE
- 6. A/C EVA PAVING
- 7. REMOVABLE BOLLARDS
- 8. WOOD BOARDS PILASTER
- 9. D.G. EVA SHOULDER
- 10. D.G. TRAIL
- 11. EXISTING CONCRETE SUPPORT
- 12. EXISTING CHAIN LINK FENCE IN PLACE
- 13. EXISTING A.C. TRAIL TO BE RESURFACED

NOTES

- THE CUCAMONGA CREEK CHANNEL, BRIDGE AS A TRAIL, WILL REQUIRE A LICENSE AGREEMENT WITH THE COUNTY.
- ALL IMPROVEMENTS ON THE CUCAMONGA CREEK CHANNEL, BRIDGE WILL REQUIRE APPROVAL FROM THE COUNTY FLOOD CONTROL DISTRICT.



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

L-14



EXHIBIT "G-R"
ENHANCED AMENITIES REQUIRED FOR QUALIFIED COMMUNITY FACILITIES
DISTRICT HOA WAIVER
[SEE ATTACHED]



ENHANCED AMENITIES REQUIRED FOR QUALIFIED COMMUNITY FACILITIES DISTRICT HOA WAIVER

Level 1: Minimum Effective Tax Rate Waiver Requirement:

1. Must meet/construct the minimum 2 acres of parkland per 1,000 people.
2. Minimum of 300 Sq. Ft. of Park Area per unit.
3. Must include three (3) major* recreation facilities and three (3) minor* recreation facilities/amenities.
4. Common active open space areas shall be located a minimum of 10 FT from any habitable structures, and shall have a minimum contiguous area of 300 SF, with no horizontal dimension less than 15 FT, and no clear vertical dimension less than 8 FT.
5. All common active open space areas shall be planted with permanent landscaping or be devoted to recreational facilities, such as swimming pools, tennis courts, tot lots, patios, or similar open space and recreational facilities.
6. Passive common open space areas shall have a minimum dimension of 5 FT; however, not more than 50 percent of the passive areas having a dimension less than 10 FT may be counted toward the minimum open space requirements.

Level 1 – 25% HOA Budget Waiver: If Applicant covenants to develop the above listed requirements, as determined by the Planning Department, Applicant will be eligible to qualify for a 25% reduction of the applied HOA Budget when calculating the Total Effective Tax Burden. To qualify, eligible Applicants must provide the City with the most recent HOA Budget (indicating all eligible major and minor facilities/amenities) submitted to CA Dept. of Real Estate prior to the CFD formation deadline.

Level 2: Maximum Effective Tax Rate Waiver Requirement:

1. Must meet/construct the minimum 2 acres of parkland per 1,000 people.
2. Minimum of 450 Sq. Ft. of Park Area per unit.
3. Must include four (4) major* recreation facilities/amenities and three (3) minor* recreation facilities/amenities.
4. Common active open space areas shall be located a minimum of 10 FT from any habitable structures, and shall have a minimum contiguous area of 300 SF, with no horizontal dimension less than 15 FT, and no clear vertical dimension less than 8 FT.
5. All common active open space areas shall be planted with permanent landscaping or be devoted to recreational facilities, such as swimming pools, tennis courts, tot lots, patios, or similar open space and recreational facilities.
6. Passive common open space areas shall have a minimum dimension of 5 FT; however, not more than 50 percent of the passive areas having a dimension less than 10 FT may be counted toward the minimum open space requirements.

Level 2 – 100% HOA Budget Waiver: If Applicant covenants to develop the above listed requirements, as determined by the Planning Department, Applicant will be eligible to qualify for a 100% reduction of the applied HOA Budget when calculating the Total Effective Tax Burden. To qualify, eligible Applicants must provide the City with the most recent HOA Budget (indicating all eligible major and minor facilities/amenities) submitted to CA Dept. of Real Estate prior to the CFD formation deadline.

*** Major and Minor Recreation Facilities/Amenities:**

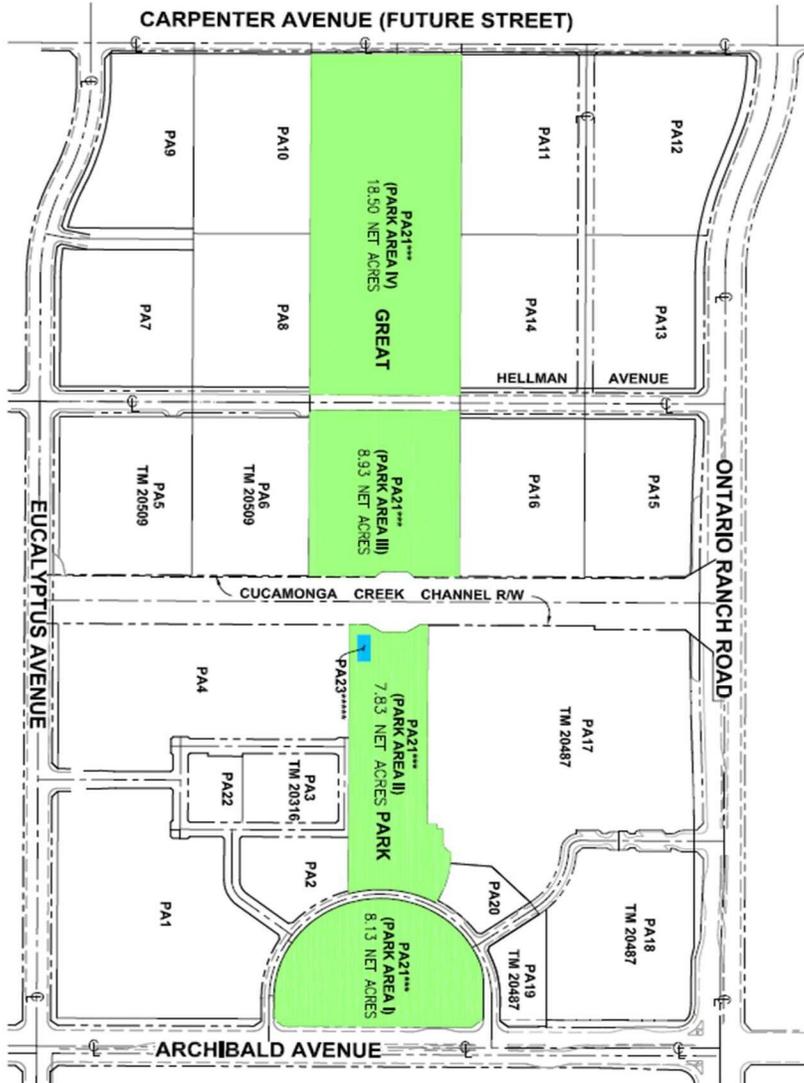
Major Recreation Facilities/Amenities: A major recreation facility is intended to be a significant recreation node or focal point for residents, and include recreation buildings, swimming or wading pools, splash pads and water play fountains, tennis courts, childcare facilities, and other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City.

Minor Recreation Facilities/Amenities: A minor recreation facility is intended to augment the variety and availability of recreation facilities and includes tot lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12, spas or saunas, picnic and barbecue areas, cabanas and shade structures, basketball courts, volleyball courts, community gardens, and other similar amenities requiring significant investment and appropriate to serve project residents, as determined by the City.

(October 18, 2021)

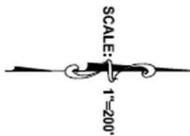
EXHIBIT "H"
GREAT PARK PHASING MAP
[SEE ATTACHED]

GREAT PARK PHASING EXHIBIT
JANUARY 2023



PLANNING AREA	GROSS ACRES ¹	NET ACRES ²
PARK AREA I	10.54	8.13
PARK AREA II	7.97	7.83
PARK AREA III	9.25	8.93
PARK AREA IV	19.02	18.50
TOTAL	46.78	43.39

- TABLE NOTES**
1. GROSS ACRES TAKEN TO CENTERLINE OF STREETS
 2. NET ACRES TAKEN TO STREET RIGHTS OF WAY



975 N Haven Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526
Fax: (909) 945-0529

- NOTES**
- *** GREAT PARK AREA
 - **** CHANNEL STRIP AS 2 DIFFERENT WIDTHS PER TITLE REPORT
 - ***** C&A WELL SITE

Last Updated: Jan 05, 2023 - 10:45am E:\403-499\481\0481-276\EXHIBITS\Great Park Phasing Exhibit.dwg By: Richard