

CITY OF ONTARIO PLANNING COMMISSION/ HISTORIC PRESERVATION MEETING AGENDA

June 28, 2022

Ontario City Hall
303 East "B" Street, Ontario, California 91764

6:30 PM

WELCOME to a meeting of the Ontario Planning/Historic Preservation Commission.

All documents for public review are on file in the Planning Department located at 303 E. B Street, Ontario, CA 91764 and on the City website at www.ontarioca.gov/Agendas/PlanningCommission.

- *Anyone wishing to speak during public comment or on a particular item should fill out a green slip and submit it to the Secretary.*
- *Comments will be limited to 5 minutes. Speakers will be alerted when their time is up. Speakers are then to return to their seats and no further comments will be permitted.*
- *In accordance with State Law, remarks during public comment are to be limited to subjects within the Commission's jurisdiction. Remarks on other agenda items will be limited to those items.*
- *Remarks from those seated or standing in the back of the chambers will not be permitted. All those wishing to speak including Commissioners and Staff need to be recognized by the Chair before speaking.*
- *The City of Ontario will gladly accommodate disabled persons wishing to communicate at a public meeting. Should you need any type of special equipment or assistance in order to communicate at a public meeting, please inform the Planning Department at (909) 395-2036, a minimum of 72 hours prior to the scheduled meeting.*
- *Please turn off all communication devices (phones and beepers) or put them on non-audible mode (vibrate) so as not to cause a disruption in the Commission proceedings.*

ROLL CALL

Anderson __ Dean __ DeDiemar __ Gage __ Lampkin __ Ricci __ Willoughby __

PLEDGE OF ALLEGIANCE TO THE FLAG

ANNOUNCEMENTS

- 1) Agenda Items
- 2) Commissioner Items

PUBLIC COMMENTS

Citizens wishing to address the Planning/Historic Preservation Commission on any matter that is not on the agenda may do so at this time. Please state your name and address clearly for the record and limit your remarks to five minutes.

Please note that while the Planning/Historic Preservation Commission values your comments, the Commission cannot respond nor take action until such time as the matter may appear on the forthcoming agenda.

CONSENT CALENDAR ITEMS

All matters listed under CONSENT CALENDAR will be enacted by one summary motion in the order listed below. There will be no separate discussion on these items prior to the time the Commission votes on them, unless a member of the Commission or public requests a specific item be removed from the Consent Calendar for a separate vote. In that case, the balance of the items on the Consent Calendar will be voted on in summary motion and then those items removed for separate vote will be heard.

A-01. MINUTES APPROVAL

Planning/Historic Preservation Commission Minutes of April 26, 2022, approved as written.

A-02. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT PLAN REVIEW FOR FILE

NO. PDEV21-019: A public hearing to consider a Development Plan to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, within the PA 27 of the Subarea 29 Specific Plan. The environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) was approved by the City Council on June 15, 2021. This application introduces no new significant environmental impacts. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan (ALUCP). The project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics; (APN: 0218-331-42) **submitted by Lennar Homes of California, Inc.**

A-03. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT PLAN REVIEW FOR FILE

NO. PDEV21-027: A public hearing to consider Development Plan approval to construct 235 single-family dwellings on approximately 31.5 acres of land generally located on the south side of Chino Avenue, approximately 645 feet west of Archibald Avenue, within Planning Area 2 (Neighborhoods 5 & 6) of the Countryside Specific Plan. The environmental impacts of this project were previously reviewed in conjunction with the Countryside Specific Plan (File No. PSP04-001), for which an Environmental Impact Report (State Clearinghouse No. 2004071001) was certified by the City Council on April 18, 2006. This application introduces no new significant environmental impacts and all previously adopted mitigation measures are a condition of project approval. The proposed project is located within the Airport Influence Area of Ontario

International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan; (APNs: 0218-131-12, 0219-131-22, 0218-131-11, 0218-131-40, and 0218-131-43) **submitted by Lennar Homes of California, Inc.**

PUBLIC HEARING ITEMS

For each of the items listed under PUBLIC HEARING ITEMS, the public will be provided an opportunity to speak. After a staff report is provided, the chairperson will open the public hearing. At that time the applicant will be allowed five (5) minutes to make a presentation on the case. Members of the public will then be allowed five (5) minutes each to speak, unless there are a number of person's wishing to speak and then the Chairperson will allow only three (3) minutes, to accommodate for more persons. The Planning/Historic Preservation Commission may ask the speakers questions relative to the case and the testimony provided. The question period will not count against your time limit. After all persons have spoken, the applicant will be allowed three minutes to summarize or rebut any public testimony. The chairperson will then close the public hearing portion of the hearing and deliberate the matter.

HISTORIC PRESERVATION / PLANNING COMMISSION ITEMS

B. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT AGREEMENT REVIEW

FOR FILE NO. PDA22-003: A public hearing to consider a Development Agreement between the City of Ontario and OTC Owner, LLC, to establish the terms and conditions for 10.49 acres of and to develop a future mixed use development consisting of approximately 694 residential units and up to 63,665 square feet of commercial retail uses, on three parcels of land located at the southwest corner of Via Villaggio and Via Piemonte, southeast corner of Via Villaggio and Via Piemonte, and on the southwest corner of Ontario Center Parkway and Concours Street within the proposed mixed-use Subareas 8, 11, 16 and 17 of the Piemonte Overlay of the Ontario Center Specific. The environmental impacts of this project were previously reviewed in conjunction with an Amendment to the Piemonte Overlay of the Ontario Center Specific Plan, for which an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 198941009) was adopted by the City Council on April 19, 2022. This application introduces no new significant environmental impacts, and all previously-adopted mitigation measures are a condition of project approval. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan (ALUCP);(APNs: 0210-204-38, 0218-204-39 and a Portion of 0210-205-01); **submitted by OTC Owner, LLC. City Council action is required.**

1. CEQA Determination

No action necessary – use of previous Addendum to an EIR

1. File No. PDA22-003 (Development Agreement)

Motion to recommend Approval/Denial

C. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT PLAN REVIEW FOR FILE

NO. PDEV22-014: A hearing to consider a Development Plan to construct four mixed-use buildings totaling 63,665 commercial square feet and 694 dwelling units (540,373 residential square feet) on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villaggio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan. The environmental impacts of this

project were previously reviewed in conjunction with an Amendment to the Piemonte Overlay of the Ontario Center Specific Plan, for which an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 198941009) was adopted by the City Council on April 19, 2022. This application introduces no new significant environmental impacts. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan; (APNs: 0210-205-01, 0210-204-38, and 0210-204-39) **submitted by Adept Development.**

1. CEQA Determination

No action necessary – use of previous Addendum to an EIR

2. File No. PDEV22-014 (Development Plan)

Motion to Approve/Deny

D. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT CODE AMENDMENT REVIEW FOR FILE NO. PDCA22-004: A public hearing to consider certain revisions to the City of Ontario Development Code, establishing the Chino Airport Overlay zoning district and Reference L, Chino Airport Land Use Compatibility Plan. The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines. The proposed Development Code Amendment affects properties located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan; **City Initiated. City Council action is required.**

1. CEQA Determination

No action necessary – Exempt: CEQA Guidelines Section § 15061(b)(3)

2. File No. PDCA22-004 (Development Code Amendment)

Motion to recommend Approval/Denial

MATTERS FROM THE PLANNING/HISTORIC PRESERVATION COMMISSION

1) Old Business

- Reports From Subcommittees

- Historic Preservation (Standing): Special meeting on June 15, 2022.

2) New Business

3) Nominations for Special Recognition

DIRECTOR’S REPORT

1) Monthly Activity Report

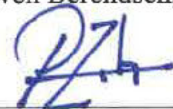
If you wish to appeal any decision of the Planning/Historic Preservation Commission, you must do so within ten (10) days of the Commission action. Please contact the Planning Department for information regarding the appeal process.

If you challenge any action of the Planning/Historic Preservation Commission in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning/Historic Preservation Commission at, or prior to, the public hearing.



I, Gwen Berendsen, Administrative Assistant, of the City of Ontario, or my designee, hereby certify that a true, accurate copy of the foregoing agenda was posted on **Friday, June 24, 2022**, at least 72 hours prior to the meeting per Government Code Section 54954.2 at 303 East "B" Street, Ontario.


Gwen Berendsen, Secretary Pro Tempore


Rudy Zeledon, Planning Director
Planning/Historic Preservation
Commission Secretary

**CITY OF ONTARIO PLANNING COMMISSION/
HISTORIC PRESERVATION MEETING**

MINUTES

May 24, 2022

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**CITY OF ONTARIO PLANNING COMMISSION/
HISTORIC PRESERVATION MEETING**

MINUTES

May 24, 2022

REGULAR MEETING: City Hall, 303 East B Street
Called to order by Chairman Willoughby at 6:30 PM

COMMISSIONERS

Present: Chairman Willoughby, Vice-Chairman DeDiemar, Anderson, Dean, Lampkin, and Ricci

Absent: Gage

OTHERS PRESENT: Planning Director Zeledon, City Attorney Guiboa, Principal Planner Ruddins, Senior Planner Hutter, Community Development Administrative Officer Womble, Transportation Manager Bautista, and Planning Secretary Berendsen

PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was led by Commissioner Ricci.

ANNOUNCEMENTS

Mr. Zeledon stated there were none.

PUBLIC COMMENTS

No one responded from the audience.

CONSENT CALENDAR ITEMS

A-01. MINUTES APPROVAL

Planning/Historic Preservation Commission Minutes of April 26, 2022, approved as written.

A-02. GENERAL PLAN CONSISTENCY FINDING PURSUANT TO GOVERNMENT CODE

SECTION 65402: A request for a determination of General Plan consistency pursuant to Government Code Section 65402 for properties located at 120 West D Street and 420 North Laurel Avenue, to determine that the sale of approximately 0.792 acres of land, between the City of Ontario and D Street Townhome Apartments, LLC., is consistent with The Ontario Plan Policy Plan (General Plan); (APNS: 1048-354-12 and 1048-354-02). **City Initiated**

PLANNING COMMISSION ACTION

It was moved by Ricci, seconded by Lampkin, to approve the Consent Calendar, including the April 26, 2022 minutes as written and the General Plan Consistency, subject to conditions of approval. Roll call vote: AYES, Anderson, Dean, DeDiemar, Lampkin, Ricci, and Willoughby; NOES, none; RECUSE, none; ABSENT, Gage. The motion was carried 6 to 0.

PUBLIC HEARING ITEMS

- B. ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT AGREEMENT REVIEW FOR FILE NO. PDA21-007:** A Public Hearing to consider a Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG LLC., to establish the terms and conditions associated with a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land, located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003). The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan. The project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics; (APNs: 0218-311-07 and 0218-311-13); **submitted by Remington APG LLC. City Council action is required.**

Community Development Administrative Officer Womble, presented the staff report. He stated that staff is recommending the Planning Commission recommend approval to City Council for File No. PDA21-007, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval.

No one responded.

PUBLIC TESTIMONY

Clark Neuhoff appeared and spoke in favor of the project.

Mr. Willoughby asked the applicant if he agreed with the terms listed in the staff report.

Mr. Neuhoff stated yes.

As there was no one else wishing to speak, Chairman Willoughby closed the public testimony

There was no Planning Commission deliberation.

PLANNING COMMISSION ACTION

It was moved by Ricci, seconded by Anderson, to recommend adoption of a

resolution to approve the Development Agreement, File No., PDA21-007, subject to conditions of approval. Roll call vote: AYES, Anderson, Dean, DeDiemar, Lampkin, Ricci, and Willoughby; NOES, none; RECUSE, none; ABSENT, Gage. The motion was carried 6 to 0.

- C. **ENVIRONMENTAL ASSESSMENT AND DEVELOPMENT PLAN REVIEW FOR FILE NO. PDEV21-040**: A public hearing to consider a Development Plan (File No. PDEV21-040) to construct one industrial building totaling 1,255,320 square feet on 60.7 acres of land locate at 4902 S. Baker Avenue, within the industrial land use district of the Merrill Commerce Center Specific Plan (MCCSP) zoning district. The environmental impacts of this project were previously reviewed in conjunction with the Merrill Commerce Center Specific Plan (File No. PSP 18-001), for which an Environmental Impact Report (SCH #2019049079) was certified by the City Council on February 2, 2021. This application introduces no new significant environmental impacts, and all previously-adopted mitigation measures are a condition of project approval. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan. The project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics; (APNs: 1054-151-03, 1054-201-03, 1054-351-03) **submitted by Prologis LP.**

Senior Planner Hutter, presented the staff report. She stated that staff is recommending the Planning Commission approve File No. PDEV21-040, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval.

Commissioner Anderson excused herself from the dais.

Mr. Lampkin wanted to know the plan for the Merrill Commerce Center SP and what surrounds the project.

Ms. Hutter responded by explaining the Merrill Commerce Center SP and the location of the project.

Mr. Zeledon further expanded on the history of the area.

Mr. Willoughby clarified that this project was the final chunk of industrial business park space.

Mr. Zeledon stated yes.

PUBLIC TESTIMONY

Mr. Tom Donahue with Prologis was present and spoke in favor of the project.

Mr. Lampkin asked if Ontario the only place he likes to develop.

Mr. Donahue stated he is the Inland Empire guy.

Mr. Lampkin asked if he agreed to the COAs.

Mr. Donahue stated yes.

Mr. Lampkin asked regarding the east and west elevation and the monotony of such a large

building.

Mr. Donahue setbacks and the view from the street large landscape buffer and 14-foot screen wall.

Mr. Lampkin wanted clarification on the difference in the materials.

Ms. Hutter explained the materials being used.

Ms. Anderson returned to the dais.

Mr. Zeledon explained further the reasoning for the materials used and why they are designed this way and that the heights were already approved by FFA.

Mr. Lampkin thanked staff for exhibit E showing the materials and the developer for providing the tie to the airport.

Mr. Donahue explained that this was intentional and is consistent with the Specific Plan.

Mr. Willoughby stated he wants the best for our city and are looking to the future and how it will look in years to come and appreciates the developer.

As there was no one else wishing to speak, Chairman Willoughby closed the public testimony

There was no Planning Commission deliberation.

PLANNING COMMISSION ACTION

It was moved by Lampkin, seconded by Dean, to adopt a resolution to approve the Development Plan, File No., PDEV21-040, subject to conditions of approval. Roll call vote: AYES, Anderson, Dean, DeDiemar, Lampkin, Ricci, and Willoughby; NOES, none; RECUSE, none; ABSENT, Gage. The motion was carried 6 to 0.

D. ENVIRONMENTAL ASSESSMENT AND TENTATIVE PARCEL MAP AND DEVELOPMENT PLAN REVIEW FOR FILE NOS. PMTT22-007 AND PDEV22-002:

A public hearing to consider a Tentative Parcel Map (File No. PMTT22-007 – TPM 20537) to subdivide 119.94 acres of land into three (3) parcels and a Development Plan (File No. PDEV22-002) to construct two (2) industrial buildings totaling 2,237,458 square feet on 119.94 acres of land, located at the northeast corner of Merrill Avenue and Grove Avenue, within PA-1 and PA-2 of the Industrial land use district of the Merrill Commerce Center Specific Plan. The environmental impacts of this project were previously reviewed in conjunction with the Merrill Commerce Center Specific Plan (File No. PSP 18-001), for which an Environmental Impact Report (SCH #2019049079) was certified by the City Council on February 2, 2021. This application introduces no new significant environmental impacts, and all previously-adopted mitigation measures are a condition of project approval. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan. The project site is also located within the Airport Influence area of Chino

Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics; (APNs: 1054-111-03, 1054-141-03, 1054-221-03, 1054-331-03, 1054-331-04,) **submitted by Prologis, LP.**

Senior Planner Hutter, presented the staff report. She stated that staff is recommending the Planning Commission approve File Nos. PMTT22-007 (TPM 20537) and PDEV22-002, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval.

Mr. Lampkin wanted to know about trailers exiting and going north on Walker Ave.

Ms. Hutter stated the designated truck route is to the south, and operations for the building would tell the drivers this.

Mr. Zeledon explained the truck routes in the area, and that police will need to monitor this issue more, once it is posted.

Mr. Lampkin wanted to know if there are consequences for truck drivers or businesses, that go north.

Mr. Zeledon explained the process.

Mr. Lampkin wanted to know why there would be no barriers on Walker.

Transportation Manager Bautista stated that Walker is designed as an industrial street with no median, because there isn't enough room for all the utilities and limits access on the east of Walker and the circulation on both sides of the street. He stated engineering is working with police on a signage program to help with truck routes and enforcement.

Mr. Lampkin wanted to clarify what the east side of Walker.

Mr. Bautista stated he is referring to the development on the east side.

Mr. Lampkin why are trucks deviating for the truck routes.

Mr. Bautista explained the rules regarding truck routes.

Mr. Lampkin wanted to clarify the Borba is a new street.

Mr. Bautista stated yes, it is a new street

Mr. Lampkin wanted to know if there was any traffic on Walker.

Ms. Hutter stated Walker is not constructed yet.

Mr. Lampkin wanted to know if Merrill had any volumes of traffic.

Mr. Bautista stated Merrill is growing in terms of industrial traffic, because of development happening on both sides of the street.

Mr. Lampkin wanted to know if a high volume of residents are using it.

Mr. Bautista stated it is open and connects to residential, but he doesn't know the volume of residents that use it.

Mr. Zeledon stated Merrill is busy with all the industrial in Chino and Euclid, and that some streets don't have signage, so it's hard for police to regulate and it needs to get on the app so truckers know. He stated this all takes time.

Mr. Lampkin stated he wasn't aware there are apps that help navigate trucks.

PUBLIC TESTIMONY

John Carter representing Prologis appeared and spoke in favor of the project.

Mr. Willoughby wanted to know if there would be one user for both buildings.

Mr. Carter stated yes.

Mr. Lampkin wanted to know if there was a height difference in the two buildings.

Mr. Carter stated they are the same.

Mr. Willoughby wanted to know how many square feet of warehouse does Prologis oversee.

Mr. Donahue stated its about 1 billion square feet, and they have 166 buildings in the Inland Empire.

Mr. Lampkin wanted to know if, on East Borba Street., crosswalks would be going north and south.

Mr. Carter stated no, not at this moment.

Mr. Lampkin wanted to know about crosswalks between Walker and Grove.

Mr. Carter stated no, not at this moment.

Mr. Zeledon stated there aren't medians on the surrounding streets for emergency landings and airport restrictions.

Mr. Bautista stated crossing traffic signals will go in at Walker and Grove Ave. for pedestrians to cross Borba at both sides.

Mr. Willoughby wanted to clarify that the southwest corner will remain undeveloped.

Mr. Carter stated FFA approved them to build it up to forty feet, but currently it is set to be a retention basin.

As there was no one else wishing to speak, Chairman Willoughby closed the public testimony

There was no Planning Commission deliberation.

PLANNING COMMISSION ACTION

It was moved by Lampkin, seconded by Ricci, to adopt a resolution to approve the Tentative Parcel Map, File No., PMTT22-007, and the Development Plan, File No., PDEV22-002, subject to conditions of approval. Roll call vote: AYES, Anderson, Dean, DeDiemar, Lampkin, Ricci, and Willoughby; NOES, none; RECUSE, none; ABSENT, Gage. The motion was carried 6 to 0.

MATTERS FROM THE PLANNING COMMISSION

Old Business Reports From Subcommittees

Historic Preservation (Standing): This subcommittee did not meet.

Development Code Review (Ad-hoc): This subcommittee did not meet.

Zoning General Plan Consistency (Ad-hoc): This subcommittee met on May 23, 2022

New Business

NOMINATIONS FOR SPECIAL RECOGNITION

None at this time.

DIRECTOR'S REPORT

Mr. Zeledon stated Monthly Activity reports are in their packets.

ADJOURNMENT

Mr. Willoughby stated he would like to adjourn the meeting in honor of the Uvalde Texas families.

Mr. Lampkin stated that this was law enforcement memorial week and he would like to adjourn the meeting in honor of fallen officers and their families.

Willoughby motioned to adjourn, seconded by Ricci. The meeting was adjourned at 7:48 PM to the next regular meeting on June 28, 2022.

Secretary Pro Tempore

Chairman, Planning Commission

June 28, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PDEV21-019

SUBJECT: A hearing to consider a Development Plan to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, within PA 27 of the Subarea 29 Specific Plan; (APN: 0218-331-42); **submitted by Lennar Homes of California, Inc.**


PROPERTY OWNER: SL Ontario Development Company, LLC

RECOMMENDED ACTION: That the Planning Commission consider and adopt a resolution approving File No. PDEV21-019, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval contained in the attached departmental reports.

PROJECT SETTING: The Project site is comprised of 5.99 acres of land bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, as depicted in Figure 1: Project Location, right. The Project site was historically utilized for agricultural dairy purposes. The site has been cleared of all structures and is presently vacant. The natural vegetation and soil conditions that once occurred throughout the project area have been significantly altered through agricultural activities, leaving little to no native vegetation. There is an existing 255-foot-wide SCE Easement located along the western property line that contain 180-foot-tall transmission towers (115kV). The existing surrounding land uses, zoning, and general plan and specific plan land use designations are summarized in the "Surrounding Zoning & Land Uses" table located in the Technical Appendix of this report.



Figure 1: Project Location

Case Planner:	Jeanie Irene Aguilo
Planning Director Approval:	
Submittal Date:	10/21/21

Hearing Body	Date	Decision	Action
DAB	06/22/22	Approval	Recommend
PC	06/28/22		Final
CC			

PROJECT ANALYSIS:

(1) Background — The Subarea 29 Specific Plan and related Environmental Impact Report (“EIR”; State Clearinghouse No. 2004011009) were approved by the City Council on October 17, 2006. The Specific Plan established the land use designations, development standards, and design guidelines, which included the potential development of 2,470 dwelling units and up to 87,000 square feet of commercial uses for the Specific Plan Area.

On May 25, 2021, the Planning Commission approved Tentative Tract Map No. 20389 (File No. PMTT20-012), which subdivided 5.99-acre subject site into one numbered lot for condominium purposes and three lettered lots for common areas, private streets, public utility easements, and neighborhood landscape edges within Planning Area 27 (Cluster Homes – 7-14 du/ac), as shown in Figure 2: Subarea 29 Specific Plan Land Use Plan, below.

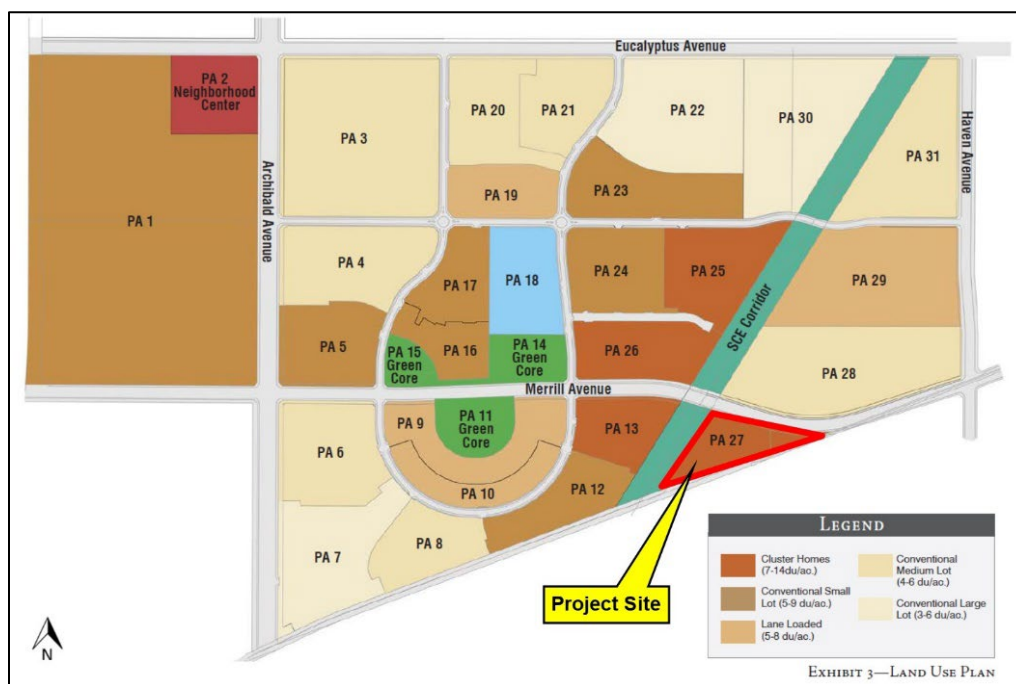


Figure 2: Subarea 29 Specific Plan Land Use Plan

On June 15, 2021, the City Council approved an Amendment to the Subarea 29 Specific Plan (File No. PSPA20-006), increasing the overall density from 4.8 to 4.9 dwelling units per gross acre and establishing a new residential product type (see Figure 3: Cluster Homes - Motorcourt Cluster D (8-Plex), on the following page) for Planning Area 27. The proposed change increased the number of units within Planning Area 27 (Cluster Homes – 7-14 du/ac) from 47 to 73 dwelling units, for a total increase in dwelling units, from 2,392 to 2,418 dwelling units.

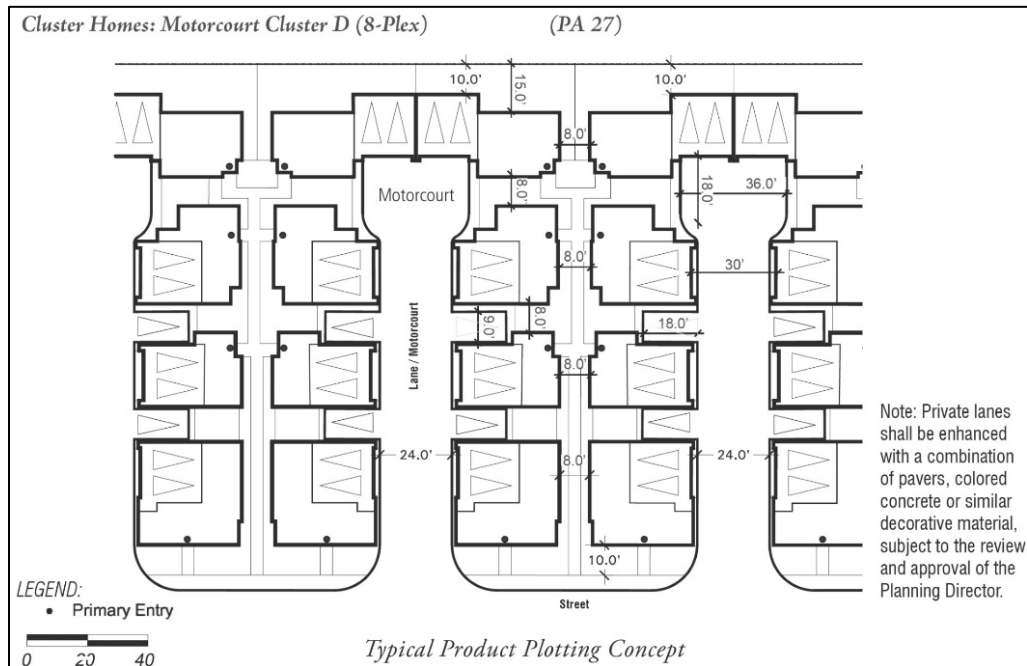


Figure 3: Cluster Homes – Motorcourt Cluster D (8-Plex)

On October 22, 2021, the Applicant submitted the subject Development Plan (File No. PDEV21-019) to facilitate the development of Tract 20389 with 73 single-family cluster homes within Planning Area 27 of the Subarea 29 Specific Plan.

On June 20, 2022, the Development Advisory Board (“DAB”) conducted a hearing to consider the Development Plan, and concluded the hearing, voting to recommend that the Planning Commission approve the Application subject to conditions of approval, which are included as attachments to the Planning Commission resolution.

(2) Site Design/Building Layout — The proposed motorcourt cluster product is characterized by a private lane constructed with decorative pavers that provides garage access to each unit, with the main entrances of the units fronting the street or paseo. Each unit will be provided with a 2-car garage and 4 uncovered motorcourt parking spaces within a typical cluster setting. The paseos will be landscaped to provide visual interest and promote pedestrian mobility. Each unit will be provided with private open space that ranges between 97 square feet to 721 square feet in size within the side yard area (see Exhibit B—Site Plan, attached).

There is a total of three, two-story floor plans and one, three-story floor plan proposed, each with three elevations per plan. All plans incorporate various design features, such as a mix of one-, two-, and three-story massing, varied entries, second floor laundry facilities, loft, kitchen, open dining and great room/living areas. The dwelling unit characteristics are summarized in Table 1: Floor Plan Summary, below.

Table 1: Floor Plan Summary

Plan Type (No. of Units)	Floor Area	Key Features
1 (20 DUs)	1,470 SF	2 stories, 3 bedrooms, 2.5 bathrooms, loft
2 (21 DUs)	1,639 SF	2 stories, 3 bedrooms, 2.5 bathrooms, loft
3 (17 DUs)	1,786 SF	3 stories, 3 bedrooms, 3.5 bathrooms, loft
4 (15 DUs)	1,801 SF	2 stories, 4 bedrooms, 3 bathrooms, loft

(3) Site Access/Circulation — Previously approved Tract Map Nos. 18913 (“A” Map) and 20389 (“B” Map), facilitated the construction of the backbone streets including the primary access points into the central portion of the Subarea 29 (Park Place) community from Archibald Avenue and Merrill Avenue, as well as the construction of all the interior neighborhood streets within the subdivision. The Project will have two access points from Merrill Avenue, which runs east-west along the Project’s northern frontage. The developer will construct the interior private neighborhood streets of Ferguson Privado and Cantona Paseo.

(4) Parking — The Subarea 29 Specific Plan and the Ontario Development Code require a two-car garage for single-family residential units. The Project has provided a two-car garage for each unit, 32 motorcourt parking spaces, and 30 on-street parking spaces. As demonstrated in Table 2, below, the Project is required to provide a total of 165 parking spaces and a total of 208 parking spaces (garage, motorcourt parking, and on-street parking) have been provided exceeding the minimum requirements, resulting in 2.85 parking spaces per unit.

Table 2: Summary of Parking Analysis Per Unit

Product	Number of Units	Required 2-Car Garage Spaces	Required Guest Spaces	Garage Spaces Provided	Motorcourt Parking Spaces	On-Street Parking	Total Required	Total Provided	+/- Parking
SF – Cluster Homes	73	2	19	146	32	30	165	208	+43
Per Unit Average							2.85 spaces per unit		

(5) Architecture — The architectural philosophy of the Subarea 29 Specific Plan is based on architectural styles found in Ontario’s historic neighborhoods. The proposed architectural styles include a contemporary modern interpretation of the Spanish Colonial, Farmhouse, and Andalusian styles. These styles were chosen to complement one another through the overall scale, massing, proportions, details, and the ability to establish an attractive backdrop that will age gracefully over time.

The architectural styles proposed will include the following features (see Exhibit C—Front Elevations and Floor Plan, attached):

- Spanish Colonial: Varying gable roofs with “S” type roof tiles, stucco exterior, square windows openings, arched entryways, decorative gable end details, wrought-iron elements, and cantilevered elements with decorative corbels.
- Farmhouse: Varying gable, hipped, and shed roofs with concrete flat roof tiles; stucco exteriors with vertical wood siding details; decorative shutters, and enhanced window trim details.
- Andalusian: Simple hip and gable roofs with “S” type roof tiles, stucco exterior, enhanced arched articulation at entrances, wrought-iron elements, and decorative window framing.

(6) Landscaping/Open Space — Tract Map No. 20389 facilitated the construction of sidewalks, parkways, and open space areas within the Project site. The Policy Plan (Policy PR1-6) requires new developments to provide a minimum of 2 acres of private park per 1,000 residents. The proposed Project is required to provide 0.56-acre of parkland to meet the minimum TOP private park requirement and 0.72-acre of parkland have been provided, exceeding the minimum requirement. To satisfy the park requirement, the applicant is constructing a 0.17-acre neighborhood park (Triangle Park) located on the southwest corner of the Project site and will be surrounded by shade trees, tot lot, play equipment, shade structures, seating areas, and a meandering sidewalk. The balance of the park areas total 0.39-acre and are smaller active and passive pocket parks, which are listed in Table 3, below, that range in size from 0.05-acre to 0.12-acre in size. The five smaller pocket parks will feature meandering sidewalks, seating areas, barbeque and picnic tables, chess/checker tables, and corn hole boards.

The residents will also have access to the neighborhood park system, which include the main public park (Celebration Parks North and South) through pedestrian corridors that connect the neighborhoods to the schools, parks, and regional trail system. The site will include landscaped parkways along the public and private streets, and homes fronting the private streets will have a small front landscape area maintained by the Homeowners Association (see Exhibit D—Landscape Plan, attached).

A 0.16-acre SCE trail connection is located to the west of Triangle Park, within the SCE Easement, and will be improved with a 30-foot-wide multi-purpose trail having an overall length of 255 feet, incorporating a 10-foot-wide decomposed granite paseo, and bordered with a 10-foot-wide non-irrigated landscaping on each side. The landscaping will include concrete mow curbs, accent boulders, and ornamental plant material, including the Century Plant, Grey Desert Spoon, Burbank Spineless Indian Fig Cactus, and Beaked Yucca plant. The proposed SCE trail connection will connect to the existing multi-purpose trail located at the southeast corner of the Project site, which runs diagonally in a northeast-southwest direction, located along the southern boundary of the Subarea 29

Specific Plan and situated in Planning Areas 7, 8, and 12. The Applicant will be responsible for coordinating with adjacent property owners to construct and landscape the trail connection within the SCE easement (see Exhibit D1—SCE Trail connection, attached).

Table 3: Summary of Park Areas

Description	Size (SF)	Acreage	Amenities
Triangle Park	7,300 SF	0.17-acre	Tot lot, play equipment, shade structures, and seating areas
SCE Trail connection	7,060 SF	0.16-acre	Improved decomposed granite paseo and accent landscaping to existing Multipurpose Trail
Garden Park	2,270 SF	0.05-acre	Concrete chess/checkers tables
Walking Park	3,070 SF	0.07-acre	Meandering walkways and seating areas
Picnic Park	3,075 SF	0.07-acre	Barbeque areas and picnic tables
Reflection Park North	5,400 SF	0.12-acre	Concrete corn hole boards and seating areas
Reflection Park South	3,595 SF	0.08-acre	Turf block and seating areas
Total	31,770 SF	0.72-acre	

(7) Utilities (drainage, sewer) — All major backbone improvements and interior site improvements will be constructed in congruence with the related Tract Map. The Applicant will also obtain an encroachment permit to conduct work within the public rights-of-way. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan (“PWQMP”), which establishes the Project’s compliance with storm water discharge/water quality requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximizes low impact development (“LID”) best management practices (“BMPs”), such as retention and infiltration, biotreatment, and evapotranspiration. Additionally, the Project is consistent with the previously approved Development Agreement (File No. PDA16-001) that required all major backbone infrastructure improvements within the Subarea 29 Specific Plan.

(8) Covenants, Conditions and Restrictions (“CC&Rs”) — As a Condition of Approval, CC&Rs must be prepared and recorded with the Final Tract Map. The CC&Rs will outline the maintenance responsibilities for the open space areas, recreation amenities, drive aisles, utilities, and upkeep of the entire site, to ensure the on-going maintenance of the common areas and facilities.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (TOP). More

specifically, the goals and policies of TOP that are furthered by the proposed project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Maintain the Current High Level of Public Safety
- Operate in a Businesslike Manner
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
 - Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development
 - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
 - G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
 - LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

➤ LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).

- Goal LU2: Compatibility between a wide range of uses.

➤ LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

➤ H2-4 New Model Colony. We support a premier lifestyle community in the New Model Colony distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

➤ H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.

- Goal H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.

➤ H5-2 Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.

➤ CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to support our workforce, attract business and foster a balanced community.

- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.

➤ CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

➤ CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.

➤ CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

➤ CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

▪ Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.

➤ S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

▪ Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

➤ CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

➤ CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

➤ CD1-3 Neighborhood Improvement. We require viable existing residential and non-residential neighborhoods to be preserved, protected, and enhanced in accordance with our land use policies.

▪ Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

➤ CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

- Building volume, massing, and height to provide appropriate scale and proportion;
- A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

➤ CD2-2 Neighborhood Design. We create distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places through such elements as:

- A pattern of smaller, walkable blocks that promote access, activity and safety;
- Variable setbacks and parcel sizes to accommodate a diversity of housing types;
- Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows;
- Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the “outdoor living room”), as appropriate; and
- Landscaped parkways, with sidewalks separated from the curb.

➤ CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

➤ CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

➤ CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➤ CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally

sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

➤ CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

➤ CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

➤ CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

▪ Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➤ CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort and aesthetics.

➤ CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways and plazas for pedestrians.

➤ CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks or public open spaces.

➤ CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.

➤ CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces and buildings.

▪ Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.

➤ CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.

➤ CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision making body for the Project, the PC 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project will be consistent with the number of dwelling units (73 units) and density (12.2 DU/AC) within Planning Area 27, as specified in the Available Land Inventory.

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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), 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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution.

The Project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As the decision making body for the Project, the PC has reviewed and considered the facts and information contained in the Application and supporting documentation against the 2011 California Airport Land Use Planning Handbook compatibility factors. As a result, the PC therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the Handbook, subject to conditions.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) was approved by the City Council on June 15, 2021. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

CONDITIONS OF APPROVAL: See attached department reports.

TECHNICAL APPENDIX:

Surrounding Zoning and Land Use:

	Existing Land Use	General Plan Designation	Zoning Designation	Specific Plan Land Use
Site	Mass Graded	LDR (Low Density Residential 2.1 – 5 du/ac)	Subarea 29 Specific Plan	Planning Area 27 (Cluster Homes)
North	Residential	LDR (Low Density Residential 2.1 – 5 du/ac)	Subarea 29 Specific Plan	Planning Areas 28 (Conventional Medium Lot)
South	Residential	San Bernardino County Flood Control District and City of Eastvale – Medium Density Residential	San Bernardino County Flood Control District and City of Eastvale – R-1 One Family Dwellings	N/A
West	Southern California Edison Easement	Open Space Non-Residential (OS-NR)	Subarea 29 Specific Plan	SCE Corridor

General Site & Building Statistics:

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Project area (in acres):	N/A	5.99 ac	N/A
Maximum project density (dwelling units/ac):	7 – 14 du/ac	12.2 du/ac	Y
Minimum lot size (in SF):	1,750 SF (Min.) Exclusive Use Area Per Home	1,776 – 2,970 SF	Y
Front yard setback (in FT):	8 FT	8 FT	Y
Side yard setback (in FT):	10 FT living space (to back of sidewalk) 5 FT porches, balconies, and garden walls	10 FT	Y
Rear yard setback (in FT):	4 FT	4FT	
Garage setback (in FT):	30 FT Garage Face to Face	30 FT Garage Face to Face	Y
Maximum height (in FT):	35 FT Architectural Projects may exceed by an additional 10 FT	2 stories – 26.5 FT 3 stories – 37.5 FT	Y
Parking – resident:	146 spaces	208 spaces	Y
Parking – guest:	19 spaces		
Open space – private:	50 SF	97 – 721 SF	Y

Dwelling Unit Statistics:

Plan Type (No. of Units)	Floor Area	Key Features
1 (20 DUs)	1,470 SF	2 stories, 3 bedrooms, 2.5 bathrooms, loft
2 (21 DUs)	1,639 SF	2 stories, 3 bedrooms, 2.5 bathrooms, loft
3 (17 DUs)	1,786 SF	3 stories, 3 bedrooms, 3.5 bathrooms, loft
4 (15 DUs)	1,801 SF	2 stories, 4 bedrooms, 3 bathrooms, loft

Exhibit A—PROJECT LOCATION MAP



Exhibit B—SITE PLAN

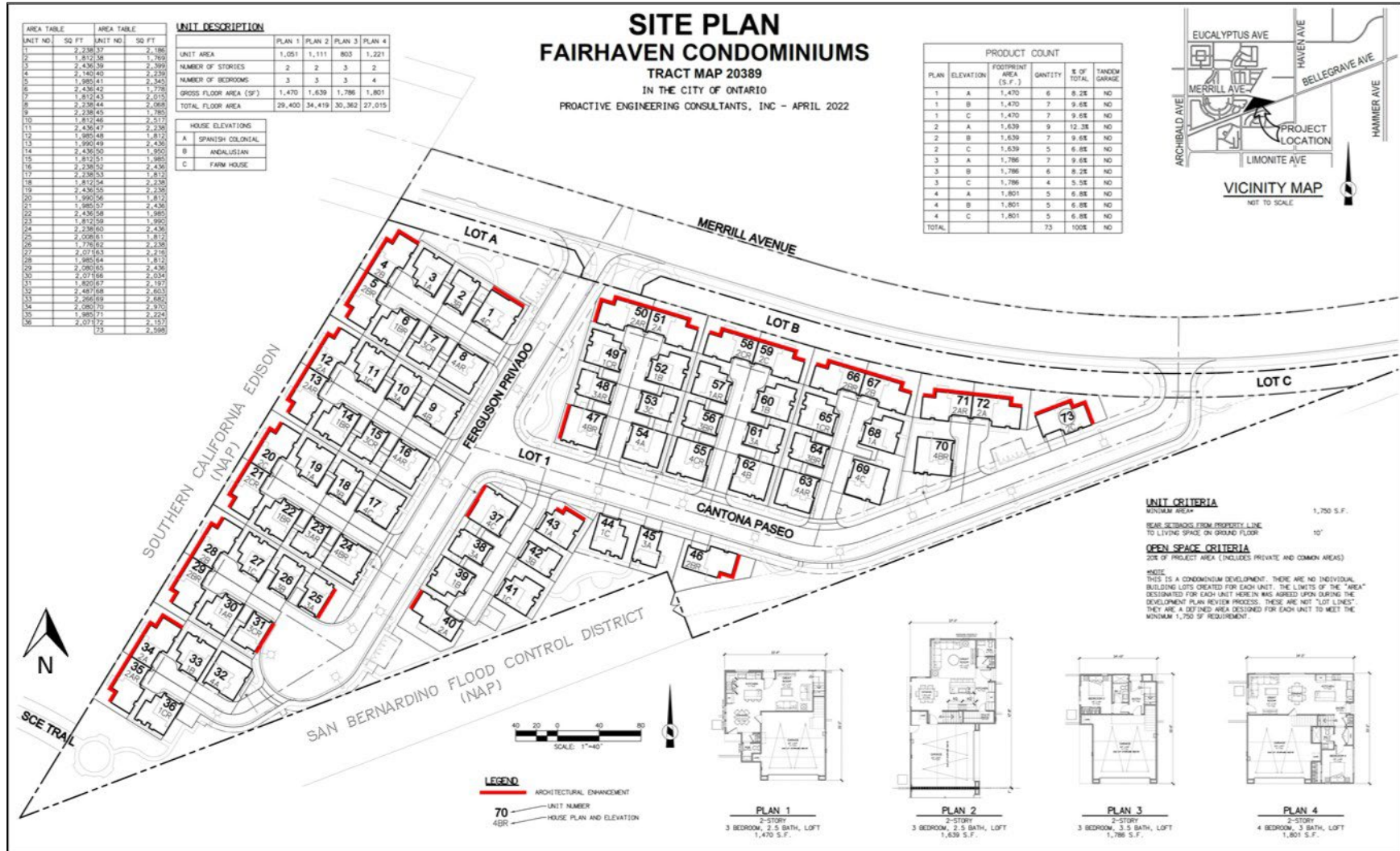


Exhibit C—PLAN 1: FRONT ELEVATIONS AND FLOOR PLAN

PLAN 1

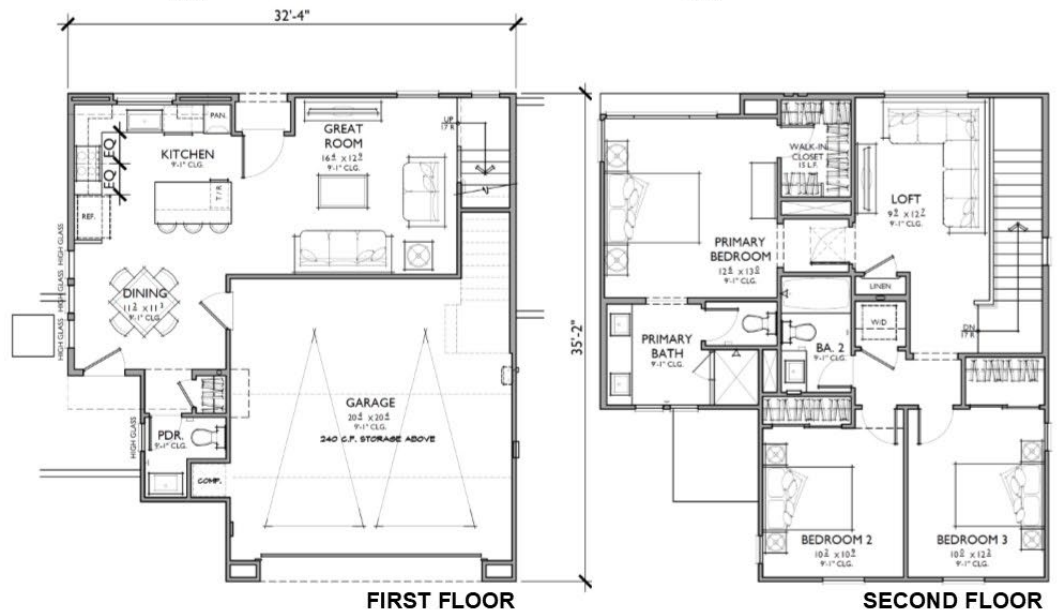


Exhibit C—PLAN 2: FRONT ELEVATIONS AND FLOOR PLAN

PLAN 2

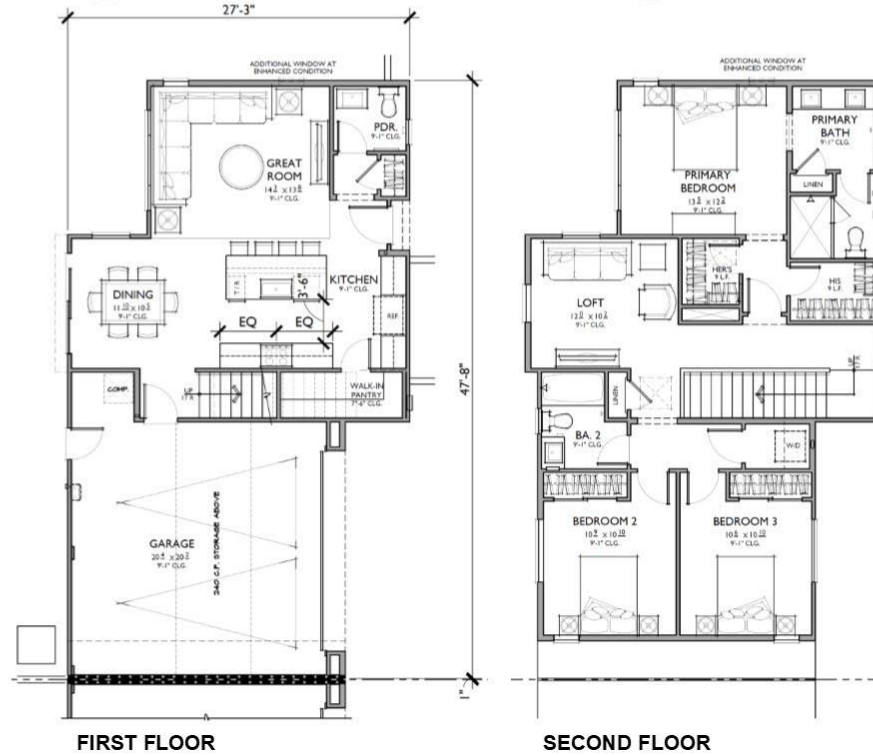


Exhibit C—PLAN 3: FRONT ELEVATIONS AND FLOOR PLAN

PLAN 3

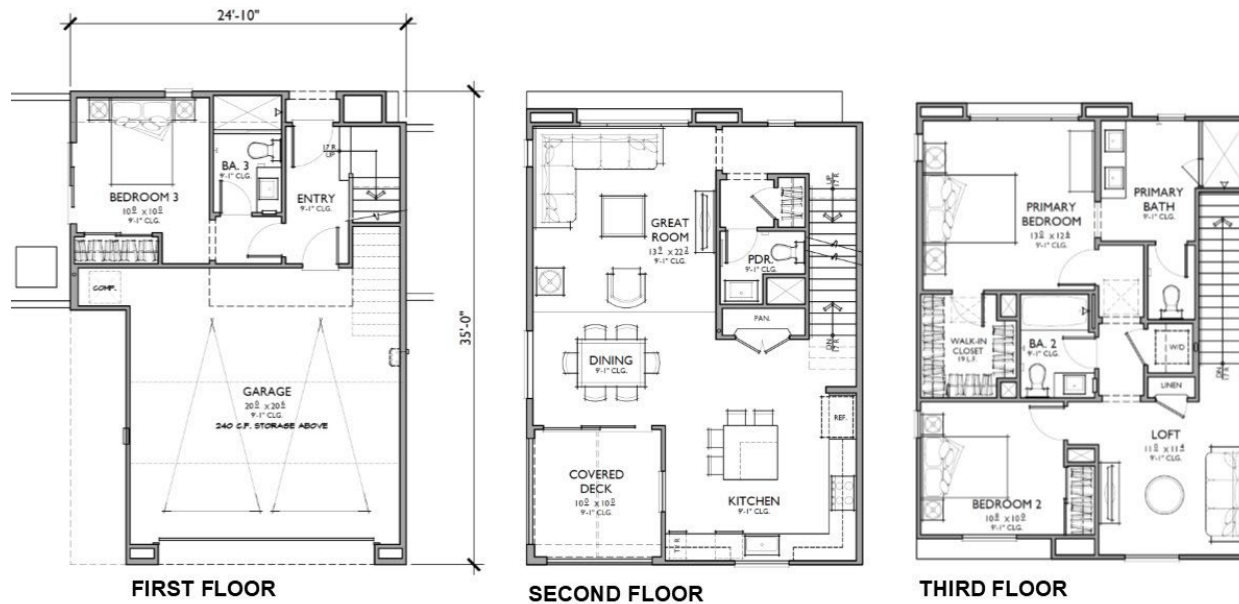


Exhibit C—PLAN 4: FRONT ELEVATIONS AND FLOOR PLAN



Exhibit D—LANDSCAPE PLAN



RECREATION AREA QUANTITIES

DESCRIPTION	S.F.	ACRES
GARDEN PARK	2,270	05
WALKING PARK	3,070	07
TRIANGLE PARK	7,300	17
TRAIL CONNECTION	7,080	16
PICNIC PARK	3,075	07
REFLECTION PARK SOUTH	5,400	12
REFLECTION PARK NORTH	3,595	08
TOTAL	31,770	72

WALL AND FENCE LEGEND

SYM.	DESCRIPTION
(A)	5'-8" HIGH 6"x8"x16" SINGLE SIDED SPLIT FACE BLOCK WALL, VIEWABLE FROM PUBLIC SIDE, COLOR: TAN MW, 6"x2"x18" PRECISION WALL CAP, COLOR: LA PAZ BY ORCO WITH TAN VINYL MAN GATE
(B)	5'-8" HIGH 6"x8"x16" PRECISION BLOCK WALL, COLOR: TAN MW, 6"x2"x18" PRECISION WALL CAP, COLOR: LA PAZ BY ORCO
(C)	6'-8" HIGH 6"x8"x16" SINGLE SIDE SPLIT FACE BLOCK PERIMETER WALL, COLOR: TAN MW, 8"x4"x18" PRECAST SLUMP CAP, COLOR: LA PAZ, USE DOUBLE SIDED SPLIT FACE BLOCK WHERE BOTH SIDES ARE VIEWABLE BY THE PUBLIC, SUPPLIER: ORCO BLOCK
(D)	6'-8" ASHLAR PATTERN SPLIT FACE PLASTERS, COLOR: TAN MW, 8"x4"x18" SLUMPED PCR-CAP, COLOR: LA PAZ, SUPPLIER: ORCO BLOCK
(E)	5'-8" TUBULAR STEEL FENCE
(F)	7'-2" NEIGHBORHOOD ENTRY PILASTERS

CONSTRUCTION LEGEND

SYM.	DESCRIPTION
(1)	BENCH
(2)	PICNIC TABLE
(3)	BBQ AND COAL RECEPTACLE COMBO
(4)	TRASH RECEPTACLE
(5)	PET WASTE STATION
(6)	2.5'-4" ACCENT BOULDERS
(7)	STABILIZED DECOMPOSED GRANITE
(8)	TOT LOT PLAY EQUIPMENT
(9)	RUBBERIZED PLAY SURFACE
(10)	6" CONCRETE MOW CURB
(11)	48" WIDE CONCRETE WALK
(12)	24" SQUARE PRECAST CONCRETE STEPPING PAD
(13)	DECORATIVE VEHICULAR PAVERS
(14)	DECORATIVE NATURAL GRAY CONCRETE DRIVEWAY BANDS WITH LIGHT BROOM FINISH
(15)	PRECAST CONCRETE CHESSCHECKERS ATBLE
(16)	PRECAST CONCRETE CORN HOLD BOARDS

NOTE: UNLESS OTHERWISE NOTED STREETS ARE TO BE ASPHALT PAVING

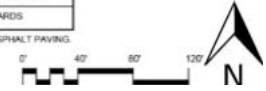
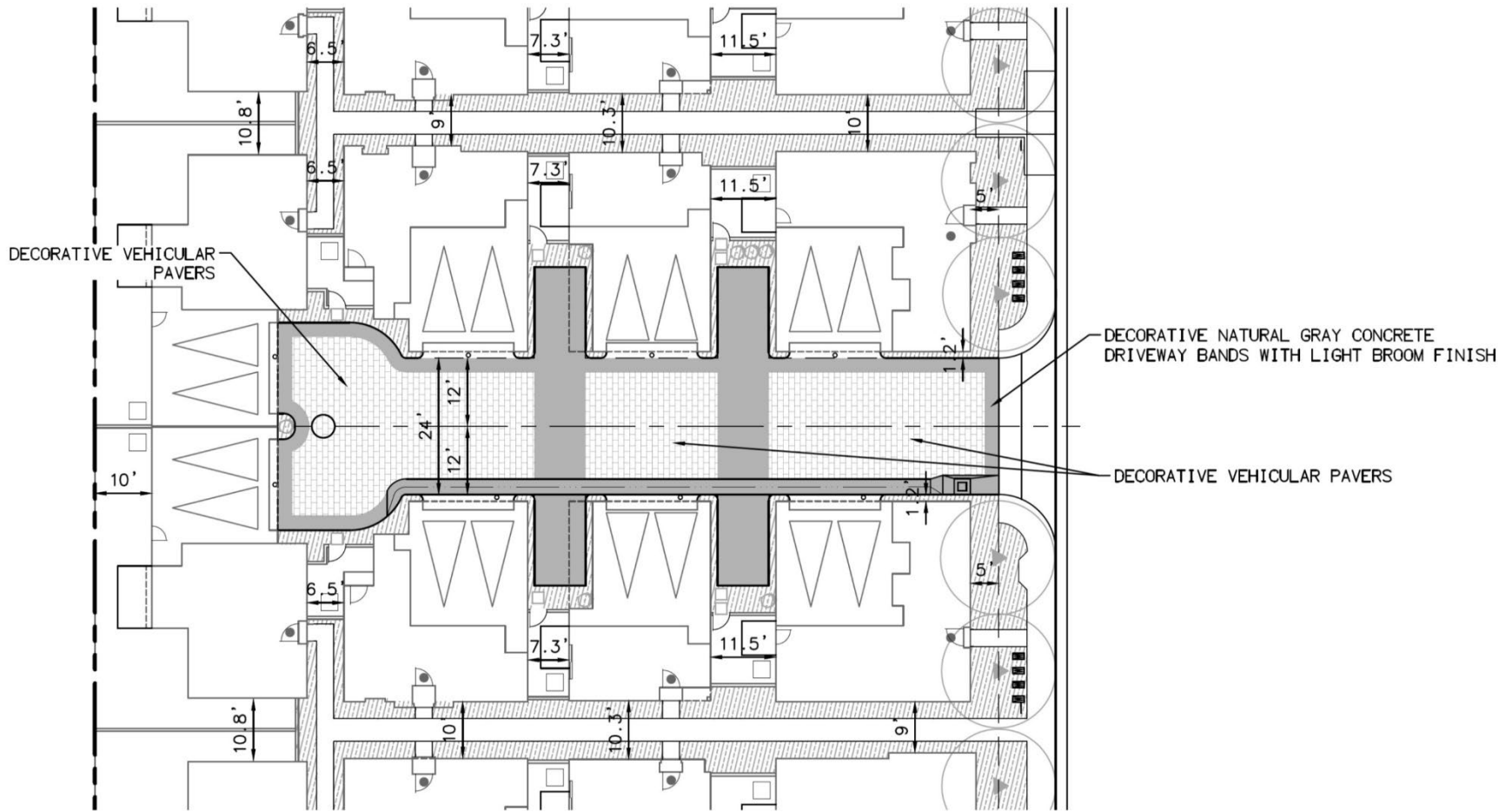


Exhibit D1—SCE TRAIL CONNECTION



Exhibit E—TYPICAL PLOTTING



TYPICAL CLUSTER DETAIL

ATTACHMENT A:
File No. PDEV21-019
Elevations and Floor Plans

(Full set of Elevations and Floor Plans to follow this page)



DRIVEWAY LANE VIEW

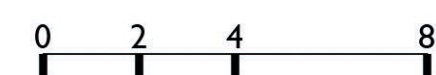


PASEO VIEW

STREET SCENE

ONTARIO PA27

Ontario, Ca



366.21024

04.08.22

NOTE: ENTRY SURROUNDS TO BE SMOOTH STUCCO FINISH.
ALL OTHER TRIM AND FIELD STUCCO TO BE SAND FINISH.





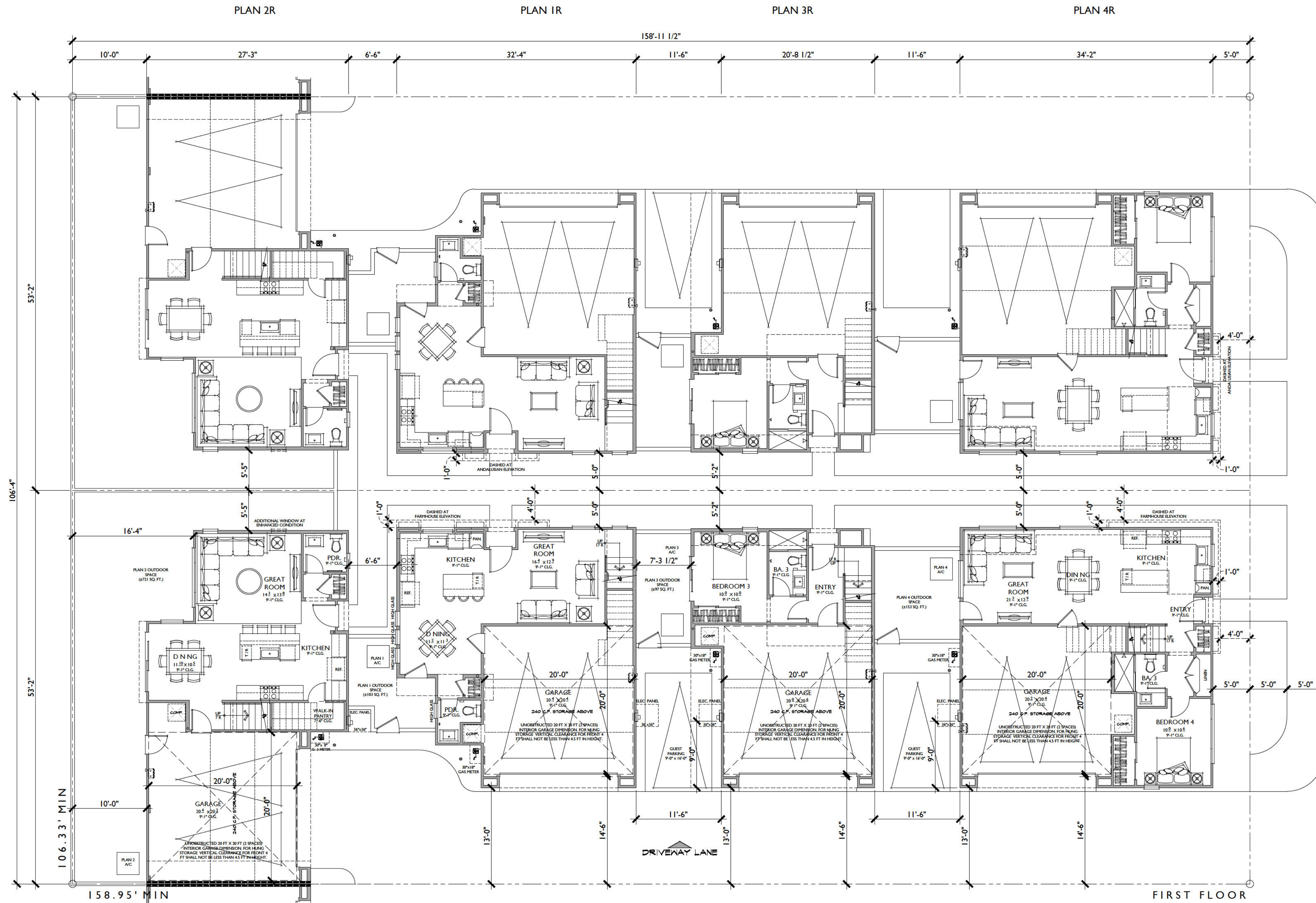
STREET VIEW



STREET VIEW



MERRILL AVENUE VIEW



PLAN 2A
1,639 SQ. FT.
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	637 SQ. FT.
2ND FLOOR	1,002 SQ. FT.
TOTAL	1,639 SQ. FT.
PRIVATE OUTDOOR YARD	±721 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	474 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 1A
1,470 SQ. FT.
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	572 SQ. FT.
2ND FLOOR	898 SQ. FT.
TOTAL	1,470 SQ. FT.
PRIVATE OUTDOOR YARD	±103 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	479 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 3A
1,786 SQ. FT.
3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	323 SQ. FT.
2ND FLOOR	898 SQ. FT.
3RD FLOOR	793 SQ. FT.
TOTAL	1,786 SQ. FT.
PRIVATE OUTDOOR YARD	±97 SQ. FT.
PRIVATE OUTDOOR DECK	100 SQ. FT.
2 - CAR GARAGE	480 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 4A
1,801 SQ. FT.
4 BEDROOMS / 3 BATHS + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	755 SQ. FT.
2ND FLOOR	1,051 SQ. FT.
TOTAL	1,801 SQ. FT.
PRIVATE OUTDOOR YARD	±153 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	471 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

NOTES:

- SEE LANDSCAPE PLANS FOR PASEO / SIDEWALK DESIGN, & FENCE LOCATIONS.
- VERIFY LOCATION AND HEIGHT OF STEP AT GARAGE WITH CIVIL PLANS. RISER TO BE 6" MAX. IN HEIGHT.
- VERIFY UTILITY, PARKING, AND CURB LOCATION WITH CIVIL PLANS.



PLAN 2A
1,639 SQ. FT.
 3 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	637 SQ. FT.
2ND FLOOR	1,002 SQ. FT.
TOTAL	1,639 SQ. FT.
PRIVATE OUTDOOR YARD	±721 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	474 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 1A
1,470 SQ. FT.
 3 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	572 SQ. FT.
2ND FLOOR	898 SQ. FT.
TOTAL	1,470 SQ. FT.
PRIVATE OUTDOOR YARD	±103 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	479 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 3A
1,786 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	323 SQ. FT.
2ND FLOOR	898 SQ. FT.
3RD FLOOR	793 SQ. FT.
TOTAL	1,786 SQ. FT.
PRIVATE OUTDOOR YARD	±97 SQ. FT.
PRIVATE OUTDOOR DECK	100 SQ. FT.
2 - CAR GARAGE	480 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 4A
1,801 SQ. FT.
 4 BEDROOMS / 3 BATHS + LOFT
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	755 SQ. FT.
2ND FLOOR	1,051 SQ. FT.
TOTAL	1,801 SQ. FT.
PRIVATE OUTDOOR YARD	±153 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	471 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

CONCEPTUAL COMPOSITE

Second Floor

ONTARIO PA27

Ontario, Ca

0 4 8 16 366.21024



PLAN 2A
1,639 SQ. FT.
 3 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	637 SQ. FT.
2ND FLOOR	1,002 SQ. FT.
TOTAL	1,639 SQ. FT.
PRIVATE OUTDOOR YARD	±721 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	474 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 1A
1,470 SQ. FT.
 3 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	572 SQ. FT.
2ND FLOOR	898 SQ. FT.
TOTAL	1,470 SQ. FT.
PRIVATE OUTDOOR YARD	±103 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	479 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 3A
1,786 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	323 SQ. FT.
2ND FLOOR	670 SQ. FT.
3RD FLOOR	793 SQ. FT.
TOTAL	1,786 SQ. FT.
PRIVATE OUTDOOR YARD	±97 SQ. FT.
PRIVATE OUTDOOR DECK	100 SQ. FT.
2 - CAR GARAGE	480 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 4A
1,801 SQ. FT.
 4 BEDROOMS / 3 BATHS + LOFT
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	755 SQ. FT.
2ND FLOOR	1,051 SQ. FT.
TOTAL	1,801 SQ. FT.
PRIVATE OUTDOOR YARD	±153 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	471 SQ. FT.

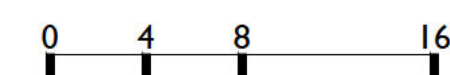
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

CONCEPTUAL COMPOSITE

Third Floor

ONTARIO PA27

Ontario, Ca



366.21024

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



FRONT

A - SPANISH COLONIAL

1/4"=1'-0"



FRONT

C - FARMHOUSE

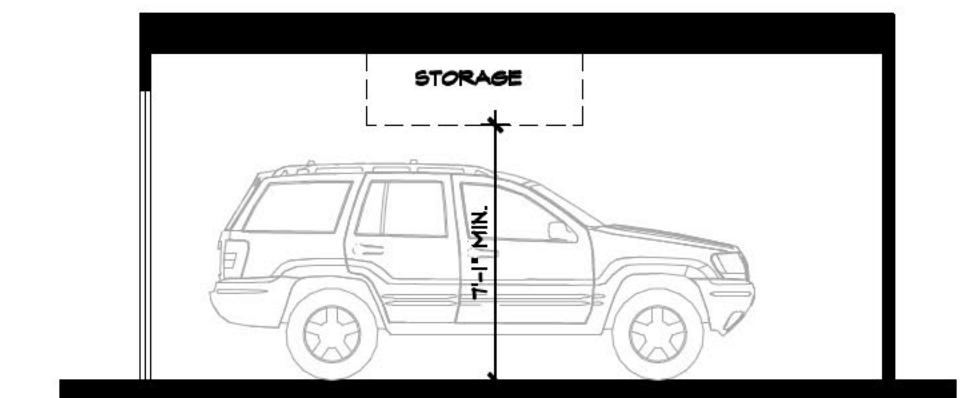
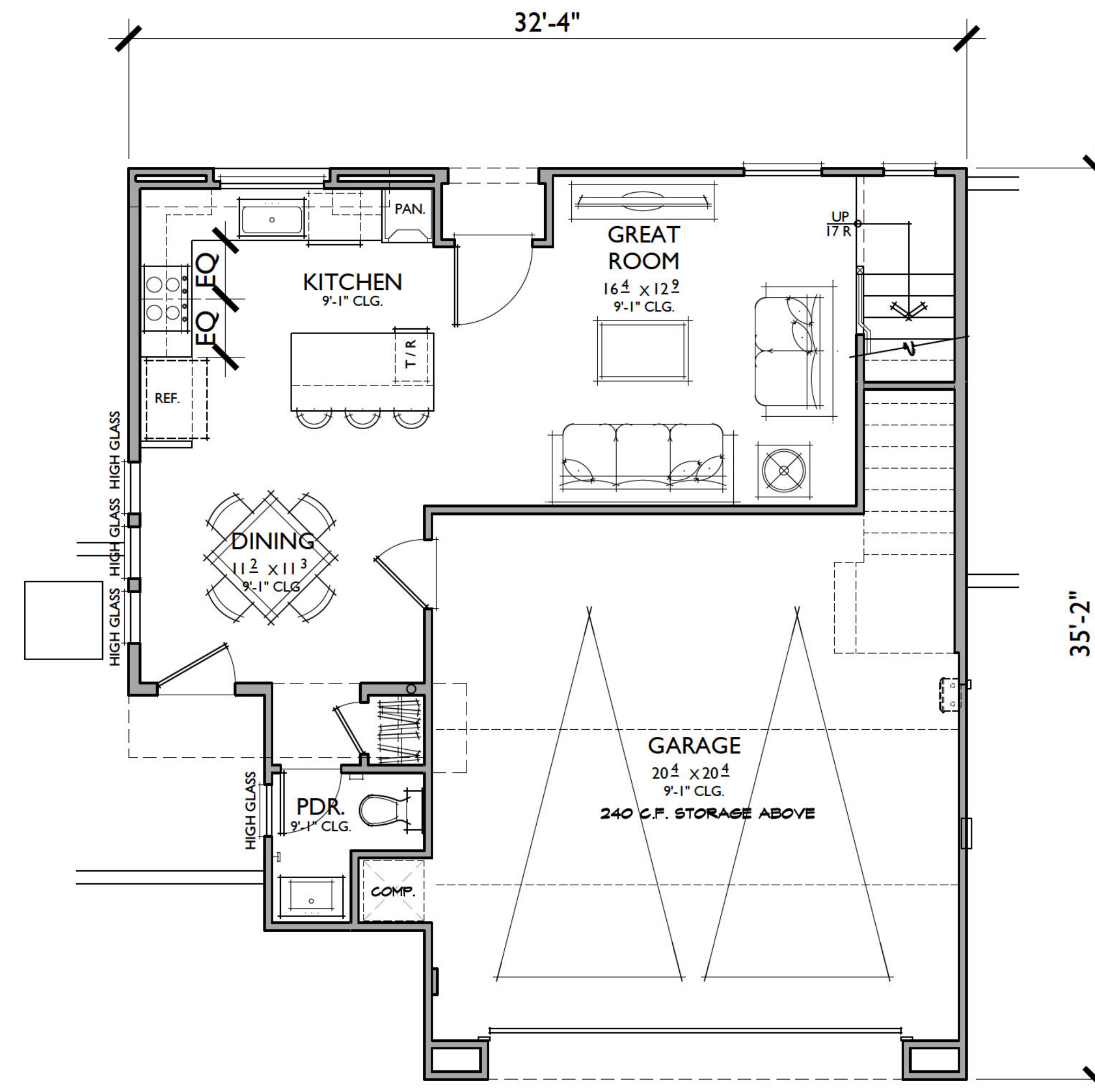
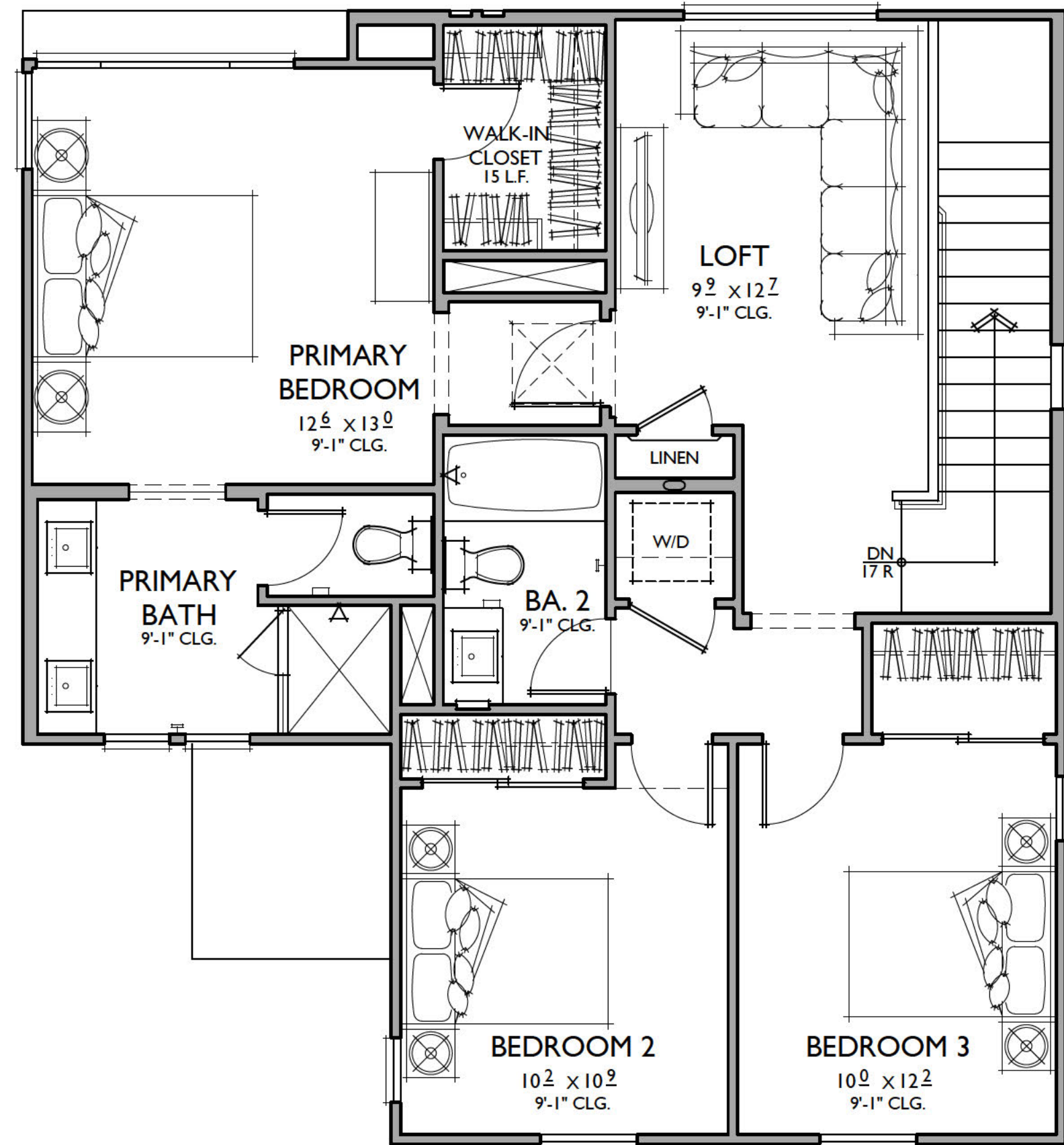
1/4"=1'-0"



FRONT

B - ANDALUSIAN

1/4"=1'-0"

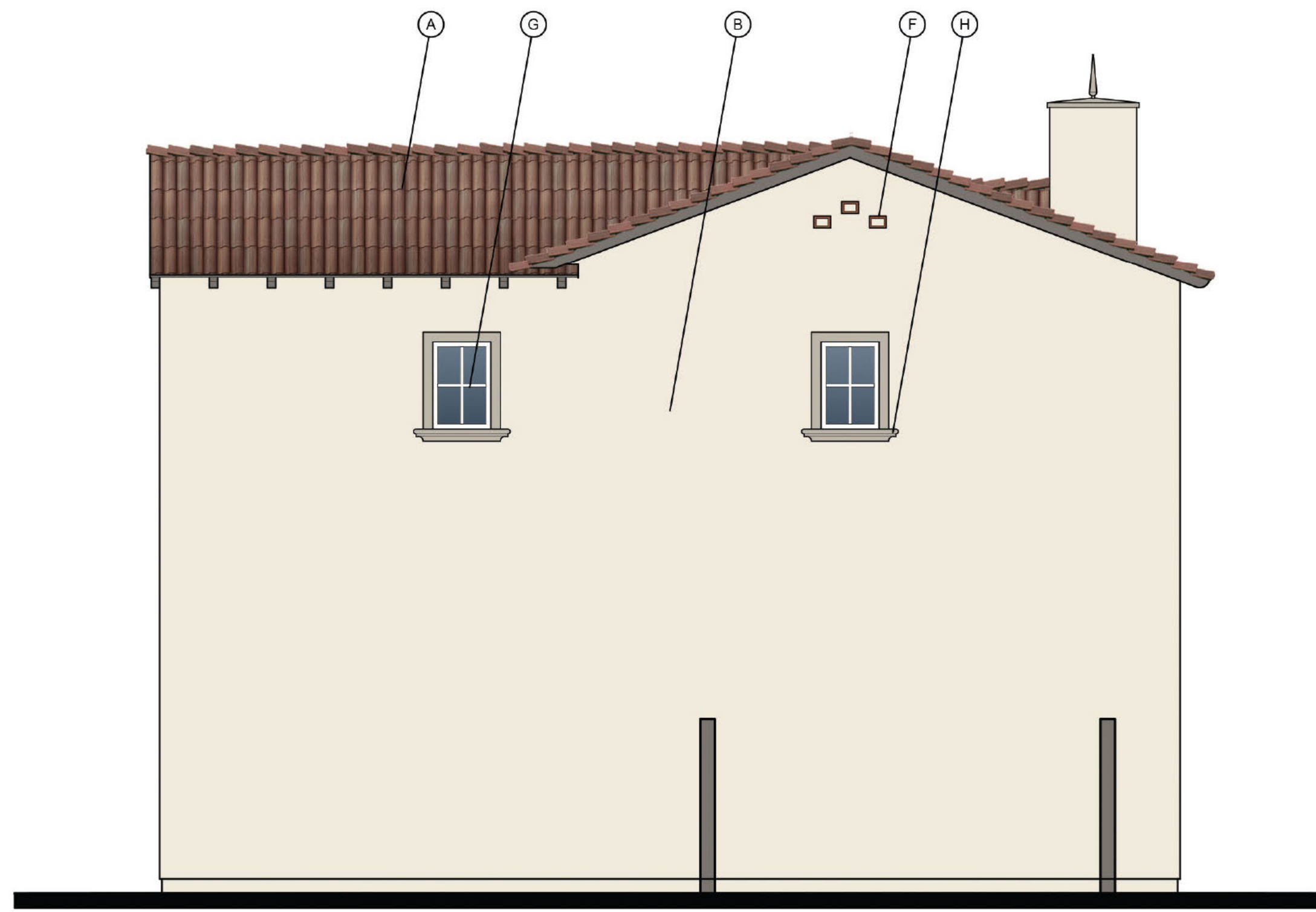


TYPICAL GARAGE SECTION
240 CUBIC FEET OF STORAGE ABOVE CARS
SCALE: 3/16" = 1'-0"

PLAN IA
1,470 SQ. FT.
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	572 SQ. FT.
2ND FLOOR	898 SQ. FT.
TOTAL	1,470 SQ. FT.
PRIVATE OUTDOOR YARD	±103 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	479 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



LEFT

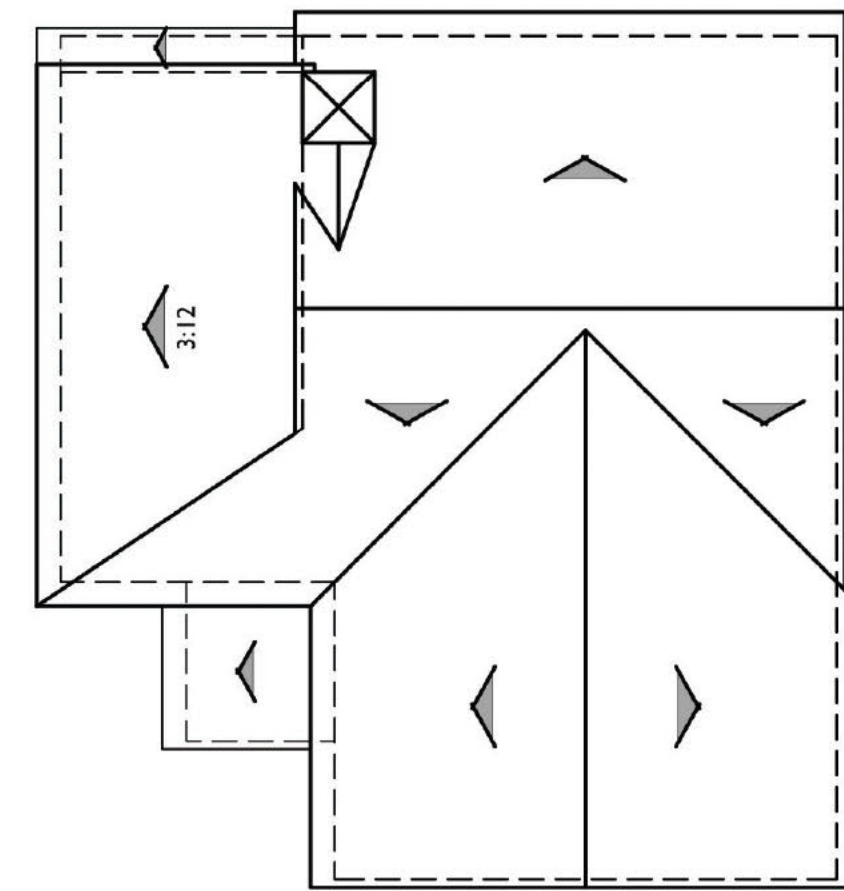


FRONT
SCHEME 1

A - SPANISH COLONIAL



RIGHT



ROOF PLAN A

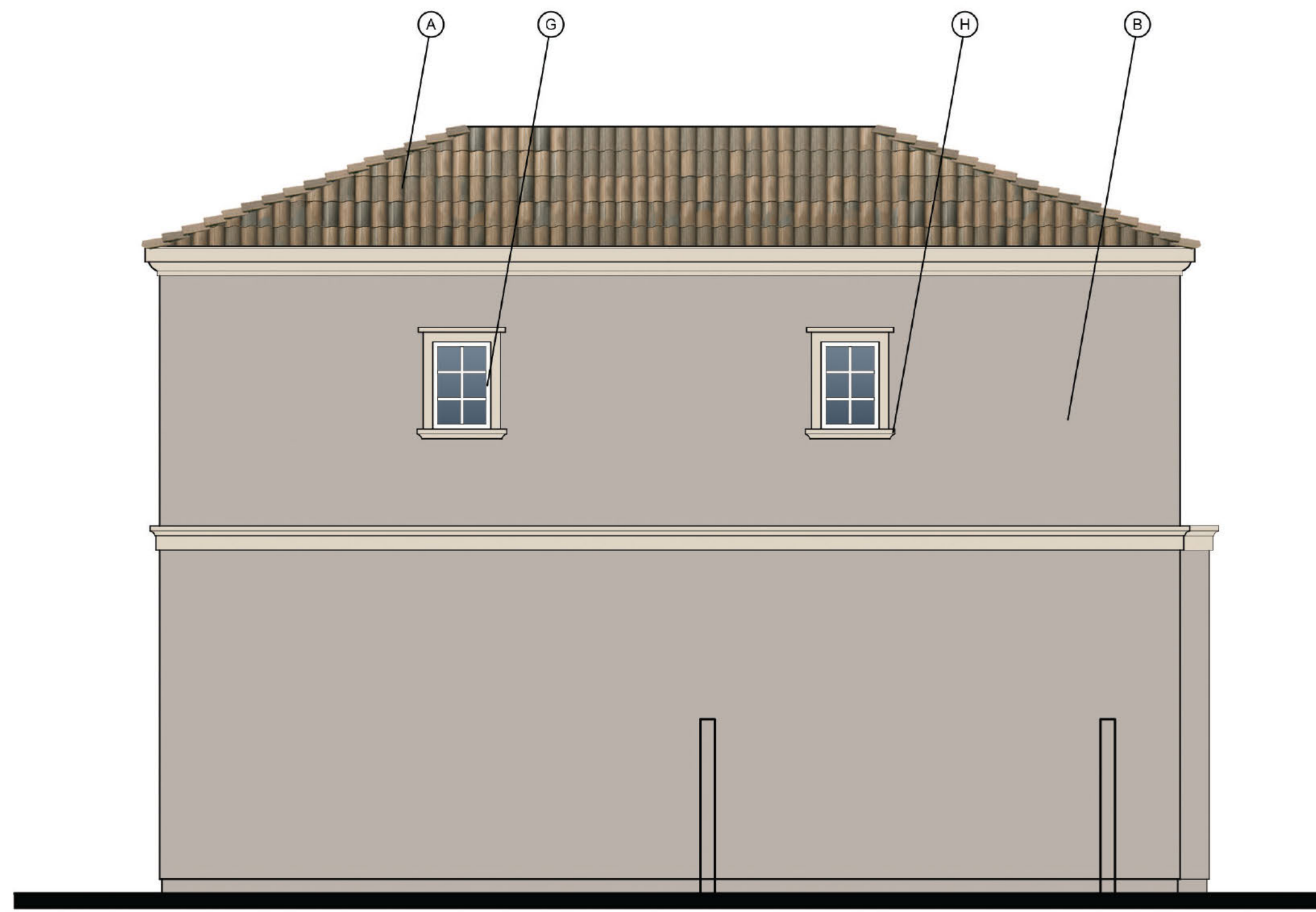
PITCH: 4.5:12 U.N.O.
RAKE: 4"
EAVE: 12"
ROOF MATERIAL: CONCRETE 'S' TILE

MATERIAL LEGEND

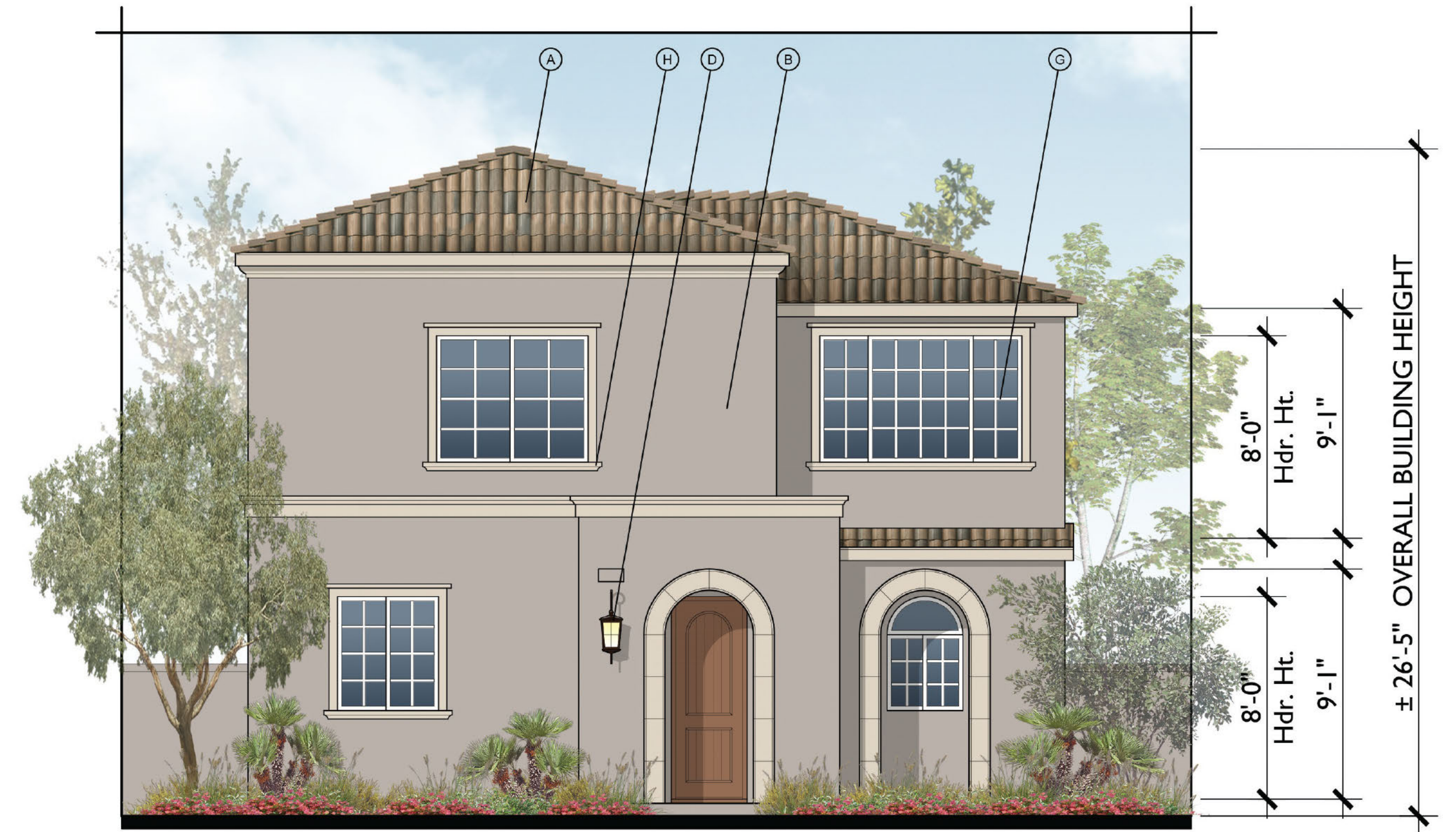
- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



REAR

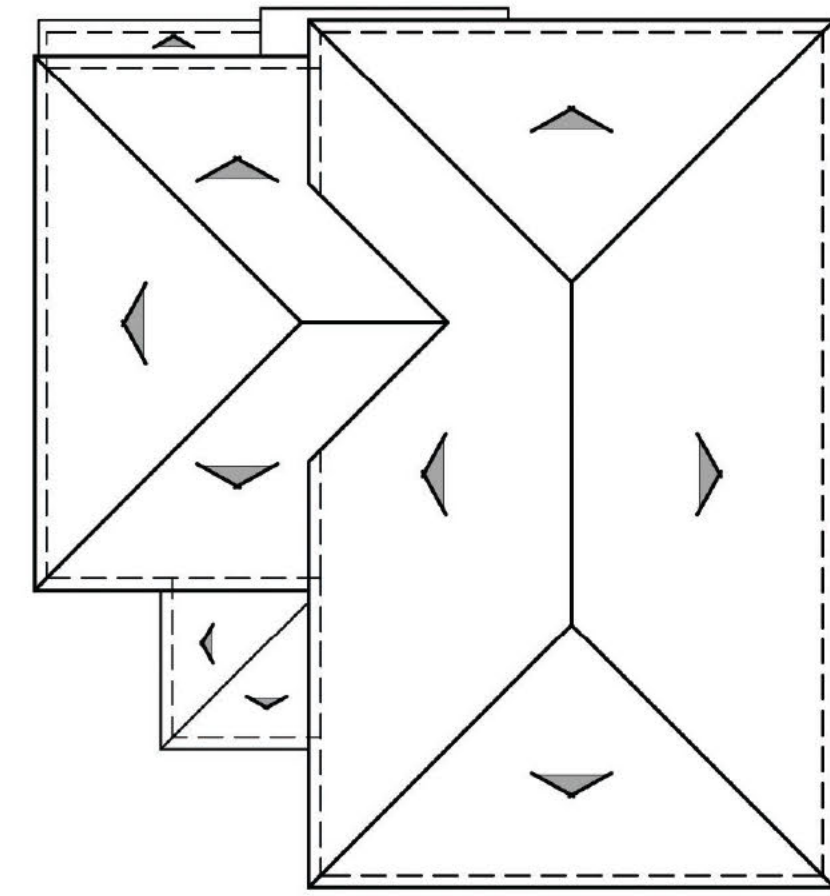


LEFT



FRONT
SCHEME 4

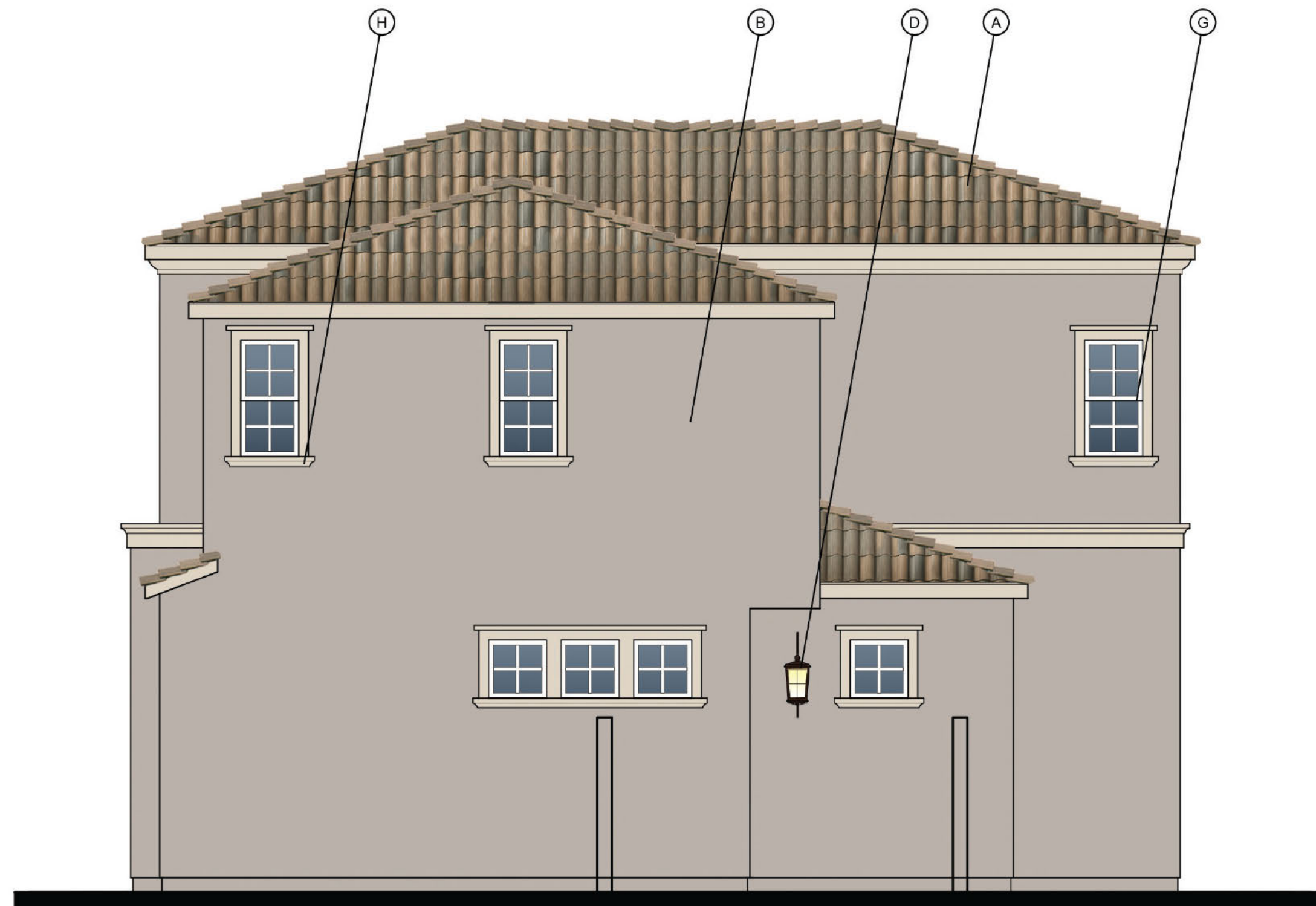
B - ANDALUSIAN
1/4"=1'-0"



ROOF PLAN B

PITCH: 4.5:12
RAKE: 4"
EAVE: 6"
ROOF MATERIAL: CONCRETE 'S' TILE

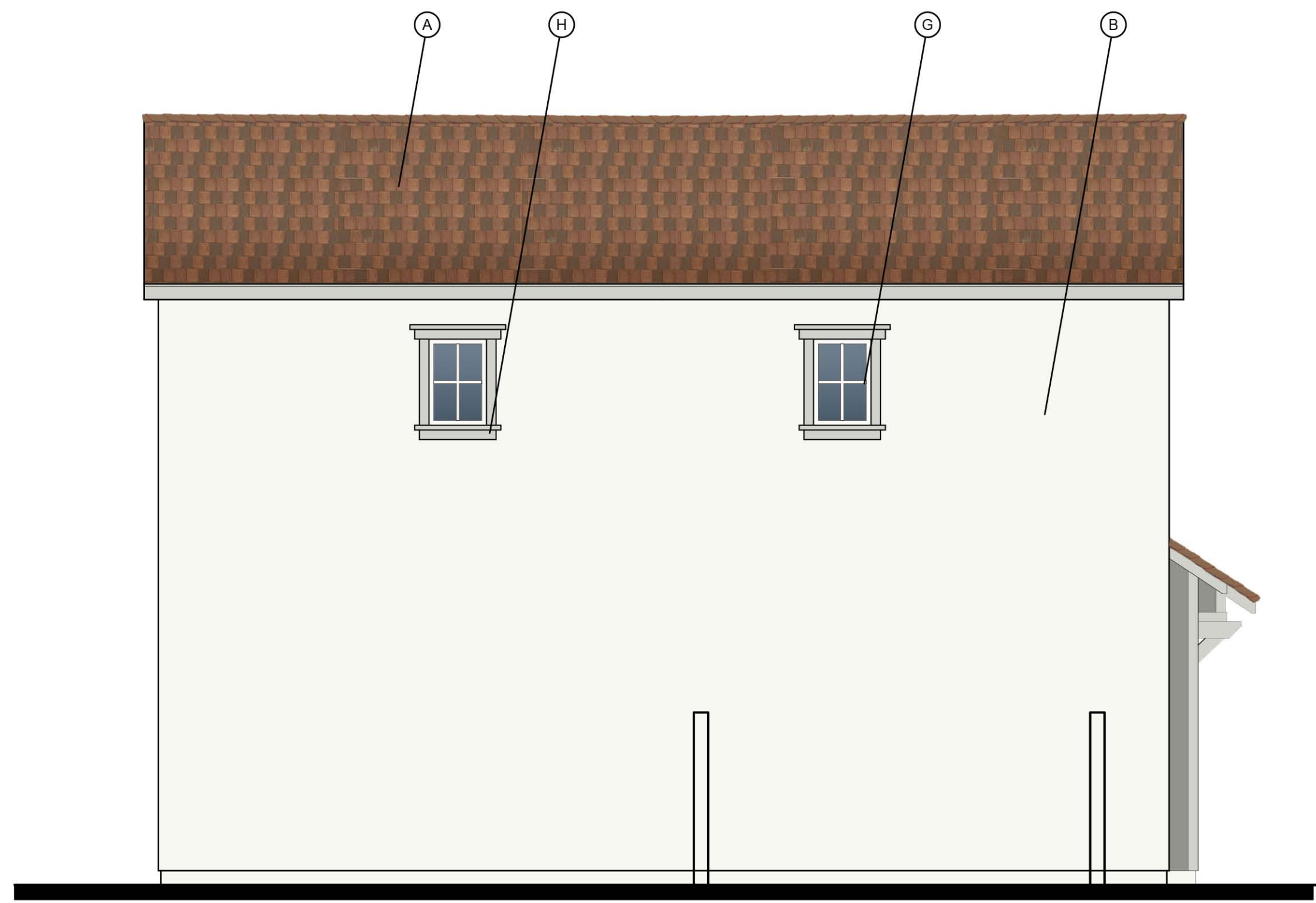
- MATERIAL LEGEND**
- A. FLAT SLATE / CONCRETE 'S' TILE
 - B. STUCCO (COLOR VARIES)
 - C. ROLL UP GARAGE DOOR
 - D. DECORATIVE LIGHT FIXTURE
 - E. SIDING
 - F. DECORATIVE GABLE END DETAIL
 - G. VINYL WINDOW
 - H. WOOD POST
 - I. TRIM
 - J. METAL RAILING
 - K. DECORATIVE SHUTTER
 - L. DECORATIVE IRON WORK
 - M. BRICK VENEER
 - N. AWNING



RIGHT



REAR

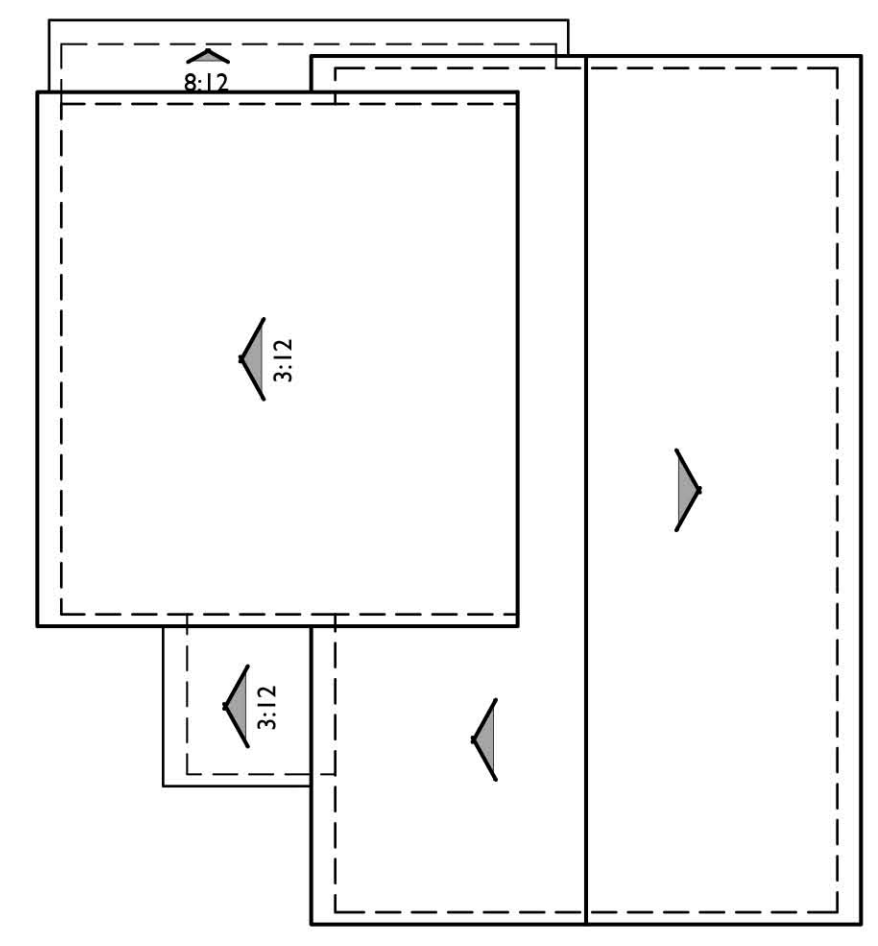


LEFT



FRONT
SCHEME 7

C - FARMHOUSE



ROOF PLAN C

PITCH: 6:12
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

- MATERIAL LEGEND**
- A. FLAT SLATE / CONCRETE 'S' TILE
 - B. STUCCO (COLOR VARIES)
 - C. ROLL UP GARAGE DOOR
 - D. DECORATIVE LIGHT FIXTURE
 - E. BOARD & BATTEN SIDING
 - F. DECORATIVE GABLE END DETAIL
 - G. VINYL WINDOW
 - H. FOAM EAVE
 - I. CEMENTITIOUS TRIM
 - J. METAL RAILING
 - K. DECORATIVE SHUTTER
 - L. METAL POT SHELF
 - M. DECORATIVE TILE

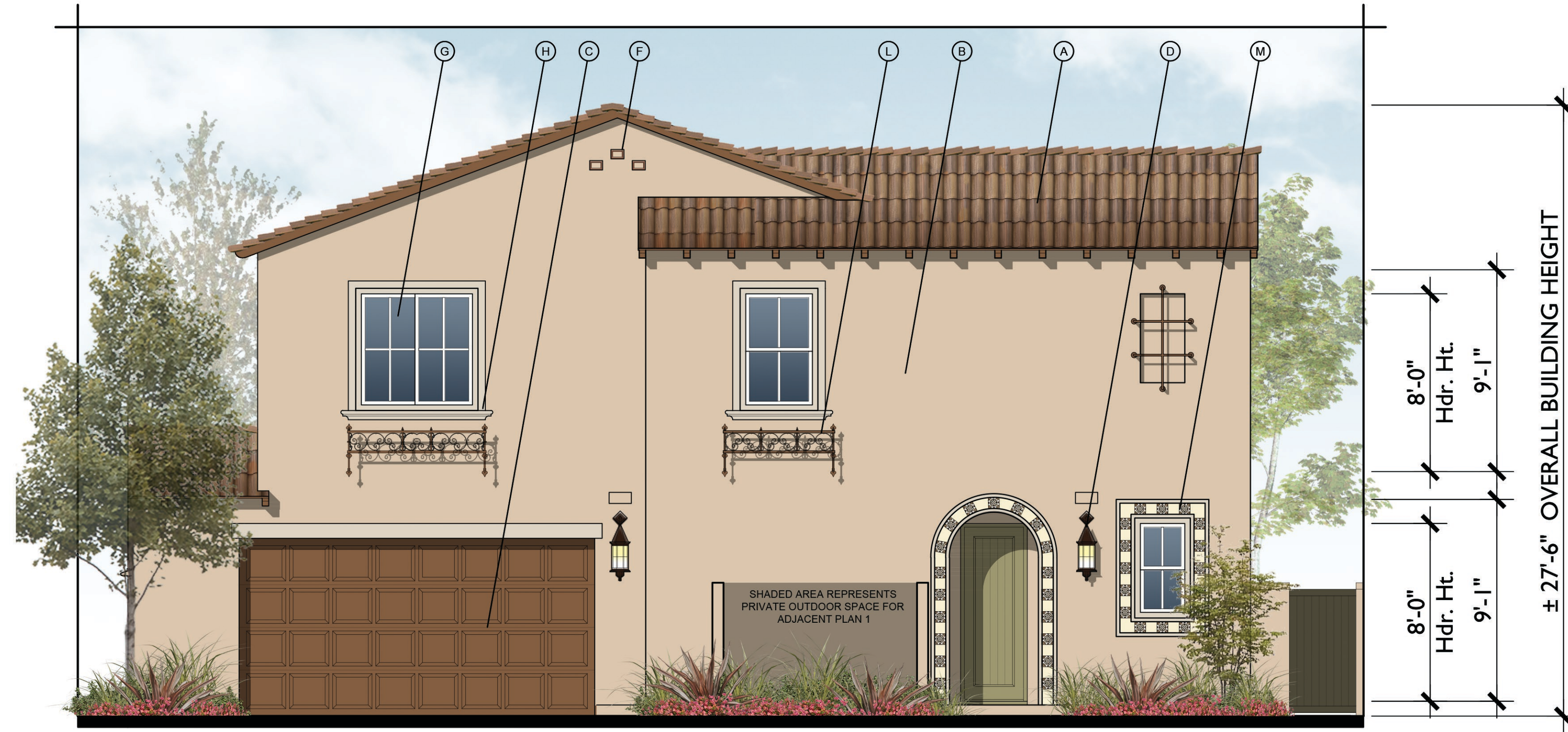


RIGHT



REAR

- MATERIAL LEGEND**
- A. FLAT SLATE / CONCRETE 'S' TILE
 - B. STUCCO (COLOR VARIES)
 - C. ROLL UP GARAGE DOOR
 - D. DECORATIVE LIGHT FIXTURE
 - E. SIDING
 - F. DECORATIVE GABLE END DETAIL
 - G. VINYL WINDOW
 - H. WOOD POST
 - I. TRIM
 - J. METAL RAILING
 - K. DECORATIVE SHUTTER
 - L. DECORATIVE IRON WORK
 - M. BRICK VENEER
 - N. AWNING



FRONT

A - SPANISH COLONIAL
1/4"=1'-0"



FRONT

C - FARMHOUSE
1/4"=1'-0"



FRONT

B - ANDALUSIAN
1/4"=1'-0"

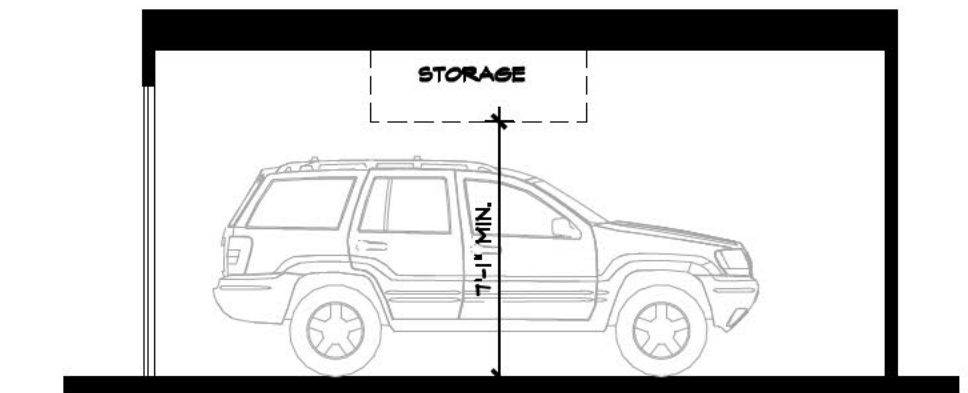
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PLAN 2
Front Elevations
ONTARIO PA27
Ontario, Ca

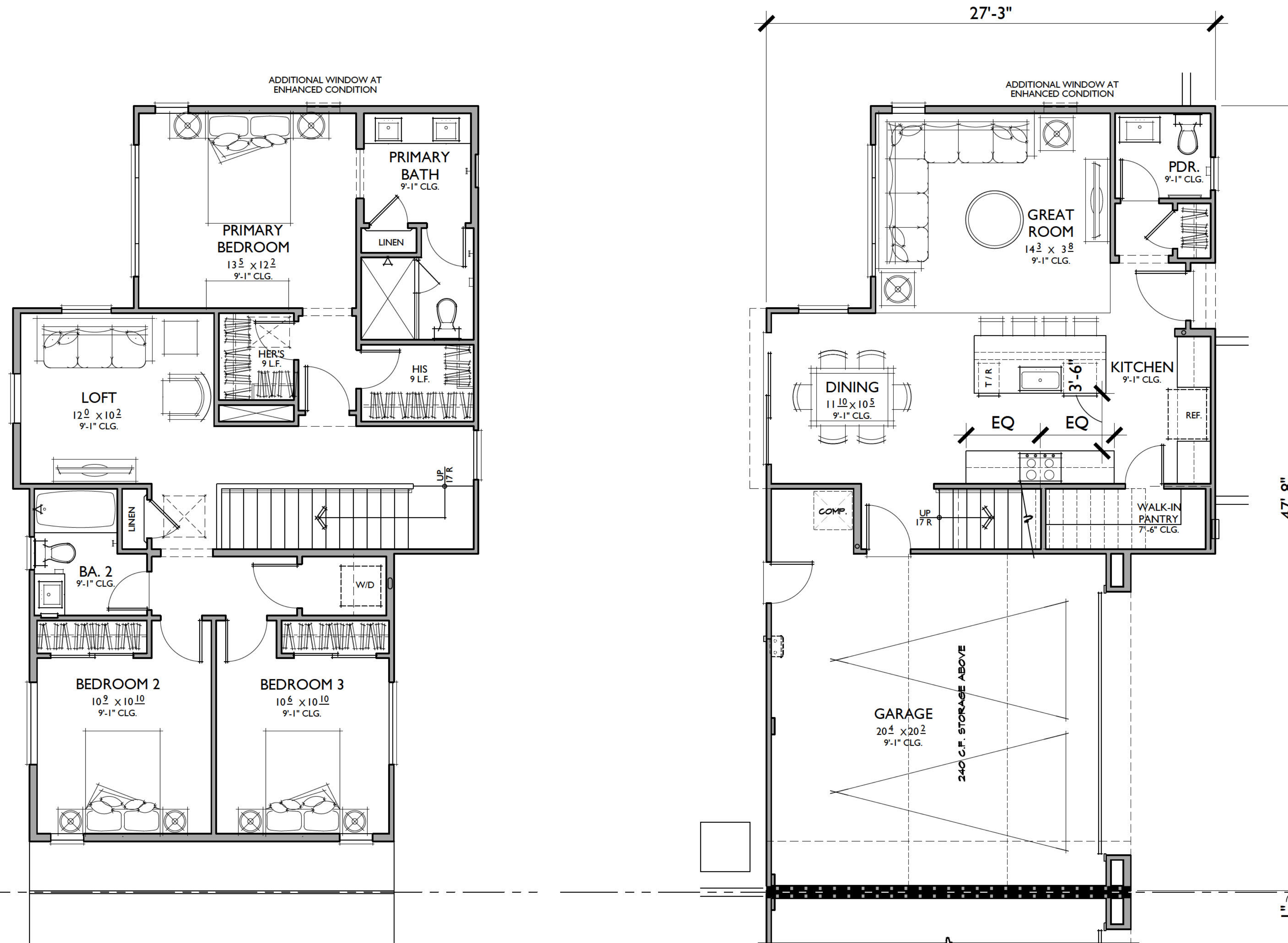
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04.08.22

LENNAR



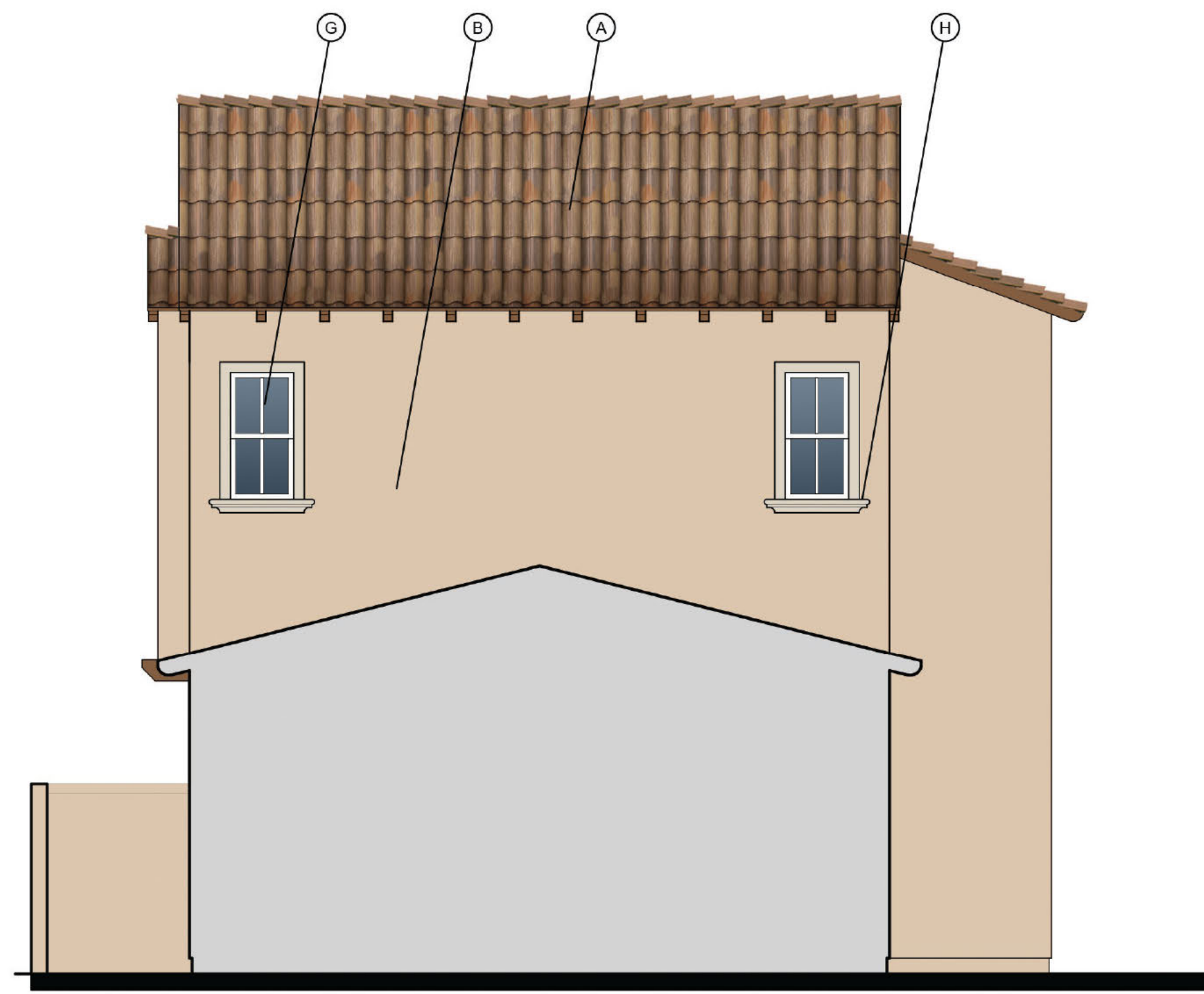
TYPICAL GARAGE SECTION
240 CUBIC FEET OF STORAGE ABOVE CARS SCALE 3/16" = 1'-0"



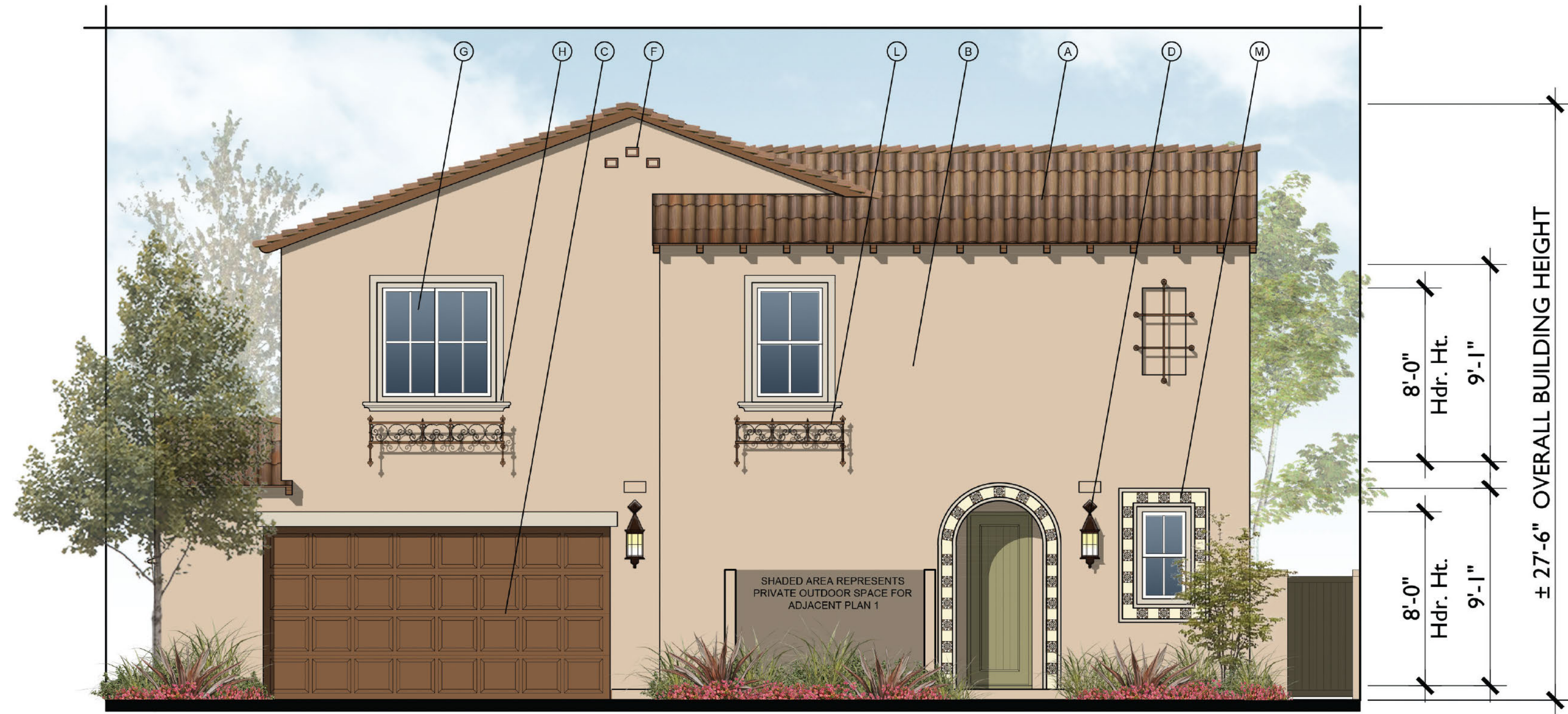
PLAN 2A
1,639 SQ. FT.
3 BEDROOMS / 2.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	637 SQ. FT.
2ND FLOOR	1,002 SQ. FT.
TOTAL	1,639 SQ. FT.
PRIVATE OUTDOOR YARD	±721 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	474 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

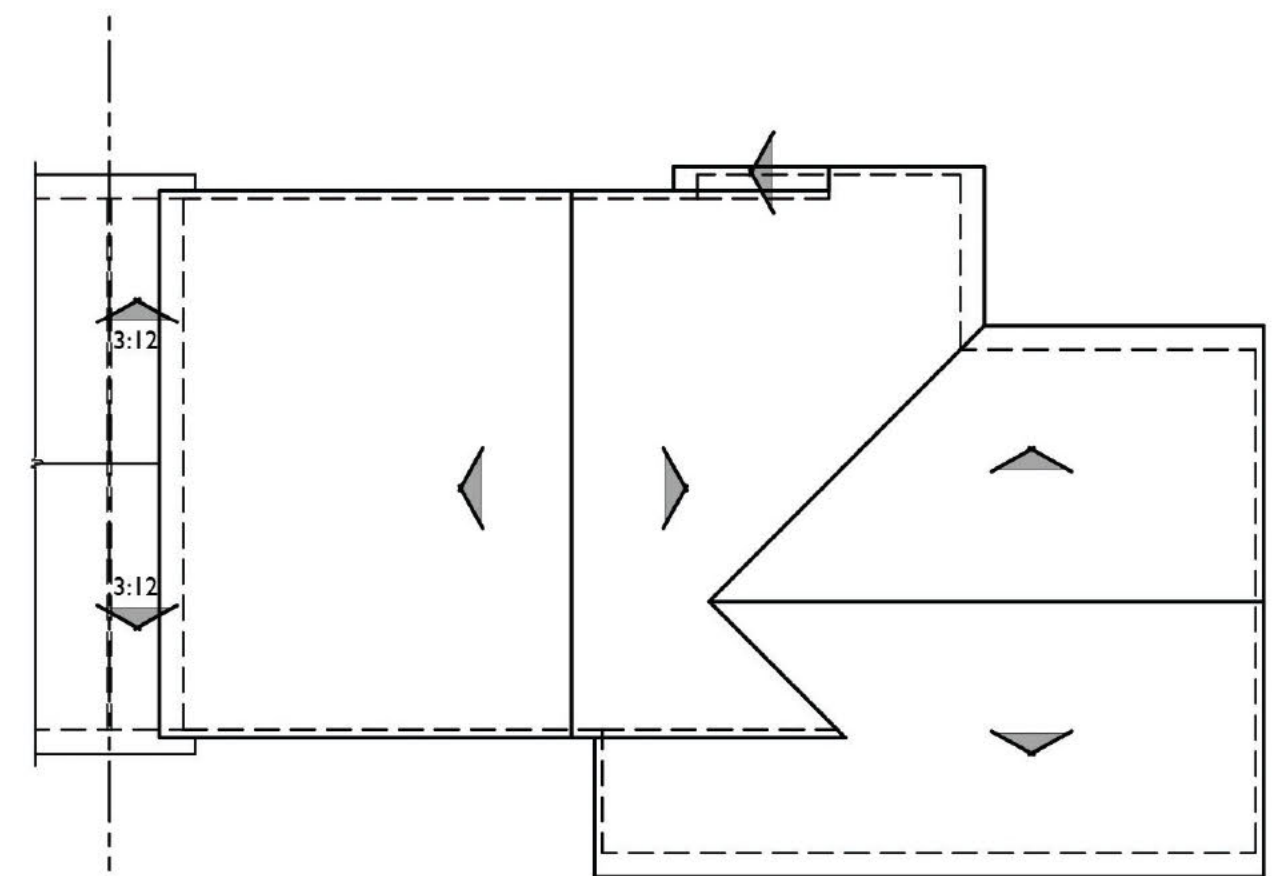


LEFT



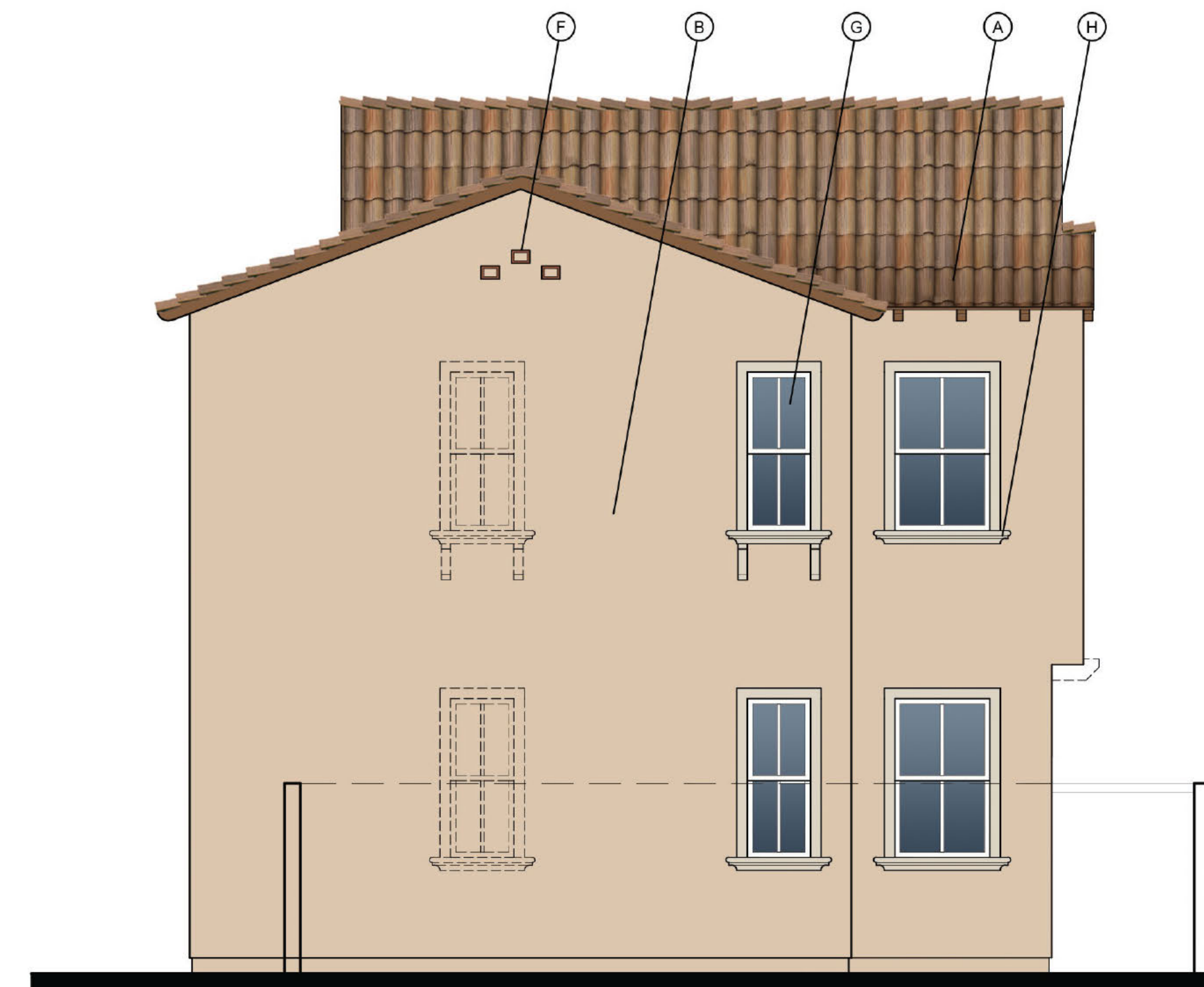
FRONT
SCHEME 2

A - SPANISH COLONIAL
1/4"=1'-0"



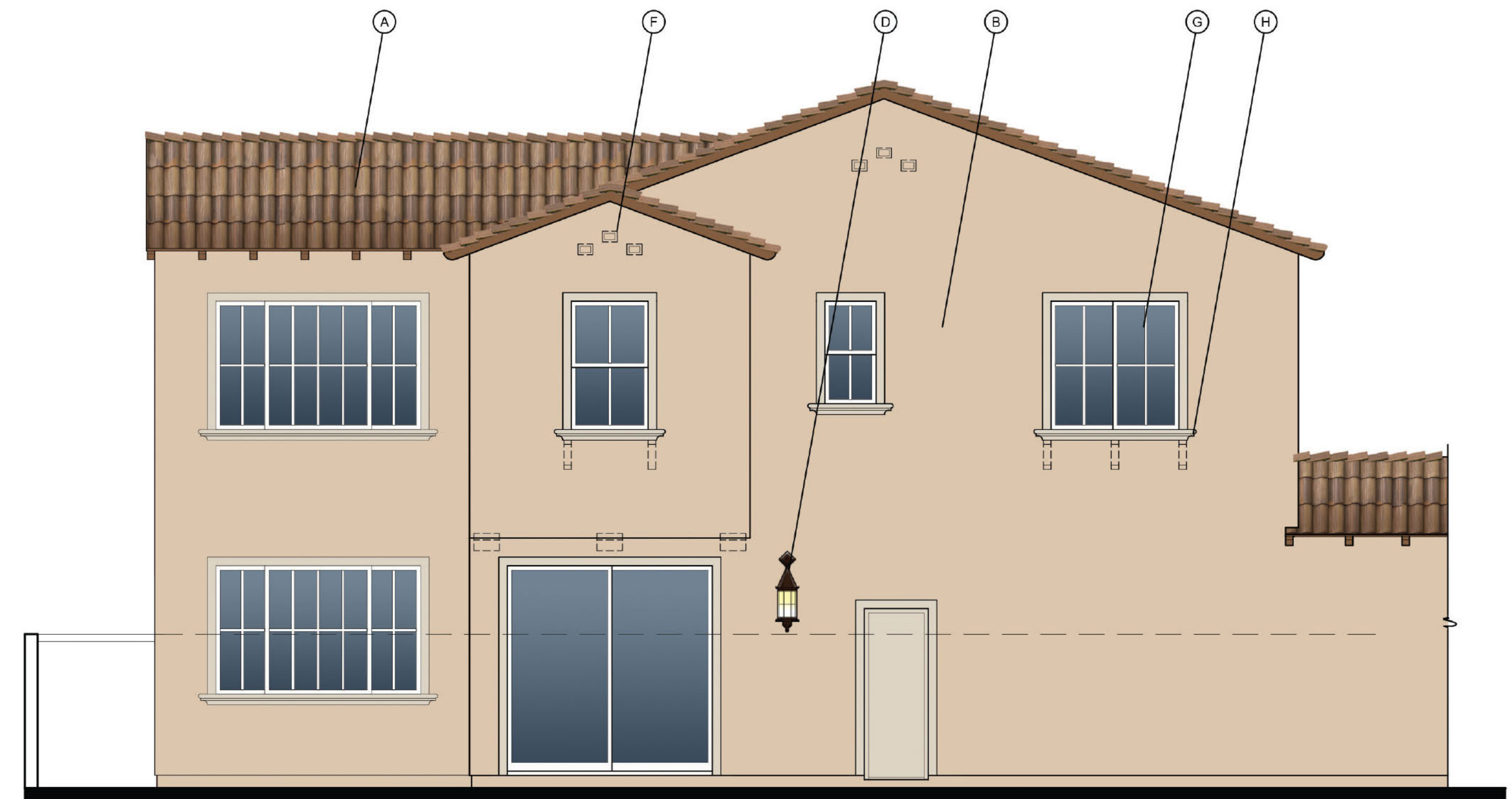
ROOF PLAN
 PITCH: 4.5:12
 RAKE: 4"
 EAVE: 12"
 ROOF MATERIAL: CONCRETE 'S' TILE

- MATERIAL LEGEND**
- A. FLAT SLATE / CONCRETE 'S' TILE
 - B. STUCCO (COLOR VARIES)
 - C. ROLL UP GARAGE DOOR
 - D. DECORATIVE LIGHT FIXTURE
 - E. SIDING
 - F. DECORATIVE GABLE END DETAIL
 - G. VINYL WINDOW
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 - K. DECORATIVE SHUTTER
 - L. DECORATIVE IRON WORK
 - M. BRICK VENEER
 - N. AWNING



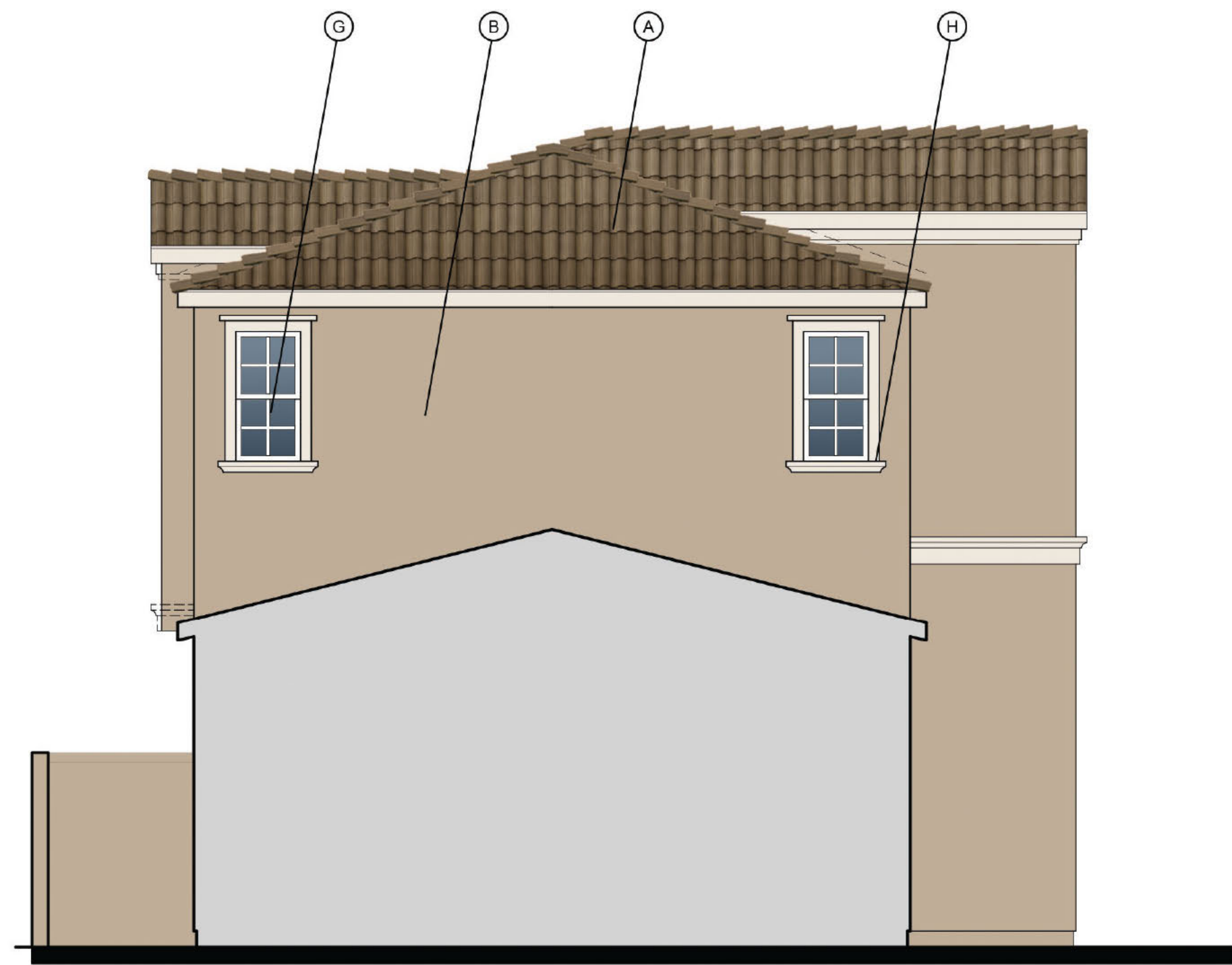
RIGHT

DASHED AT ENHANCED LOTS

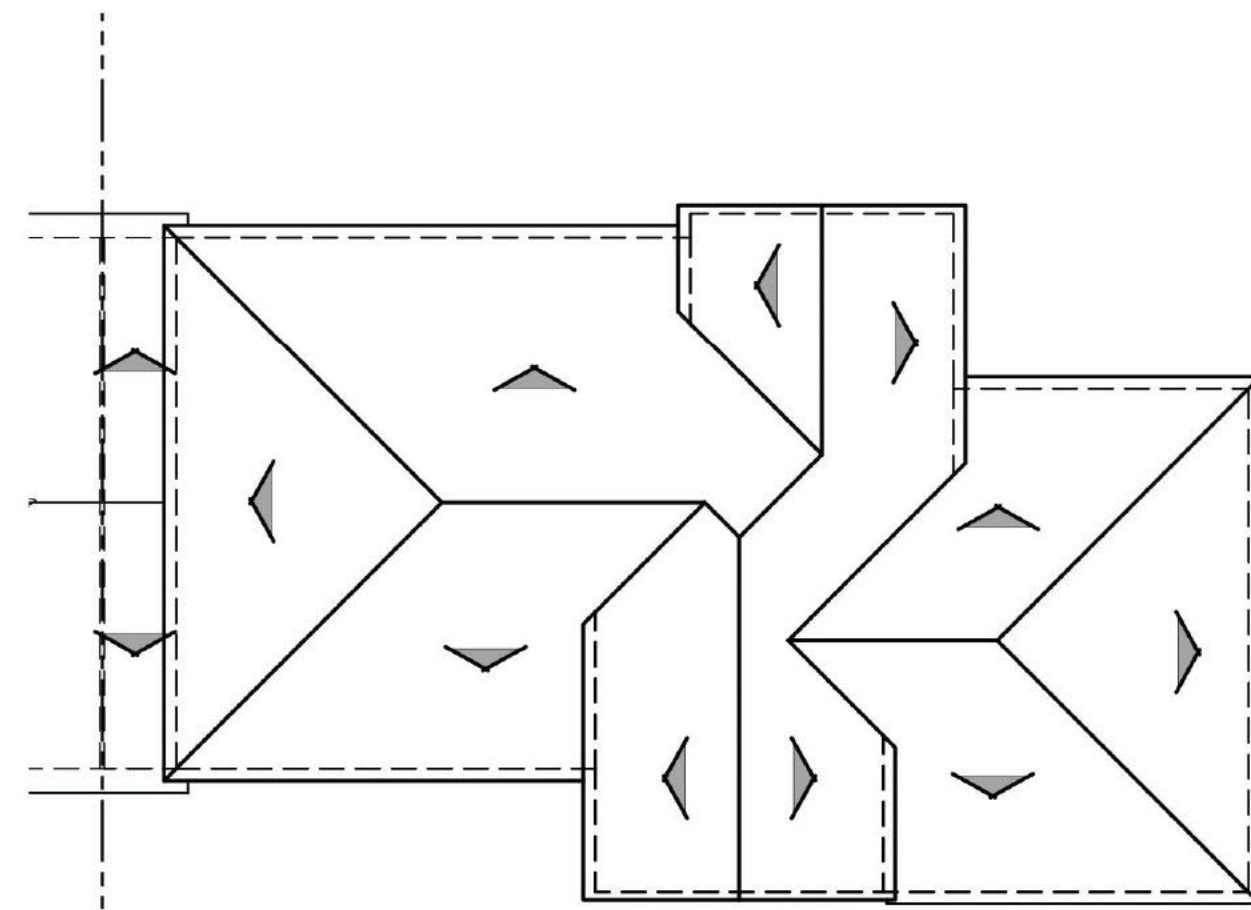


REAR

DASHED AT ENHANCED LOTS



LEFT



ROOF PLAN

PITCH: 4.5:12
 RAKE: 4"
 EAVE: 6"
 ROOF MATERIAL: CONCRETE 'S' TILE

B

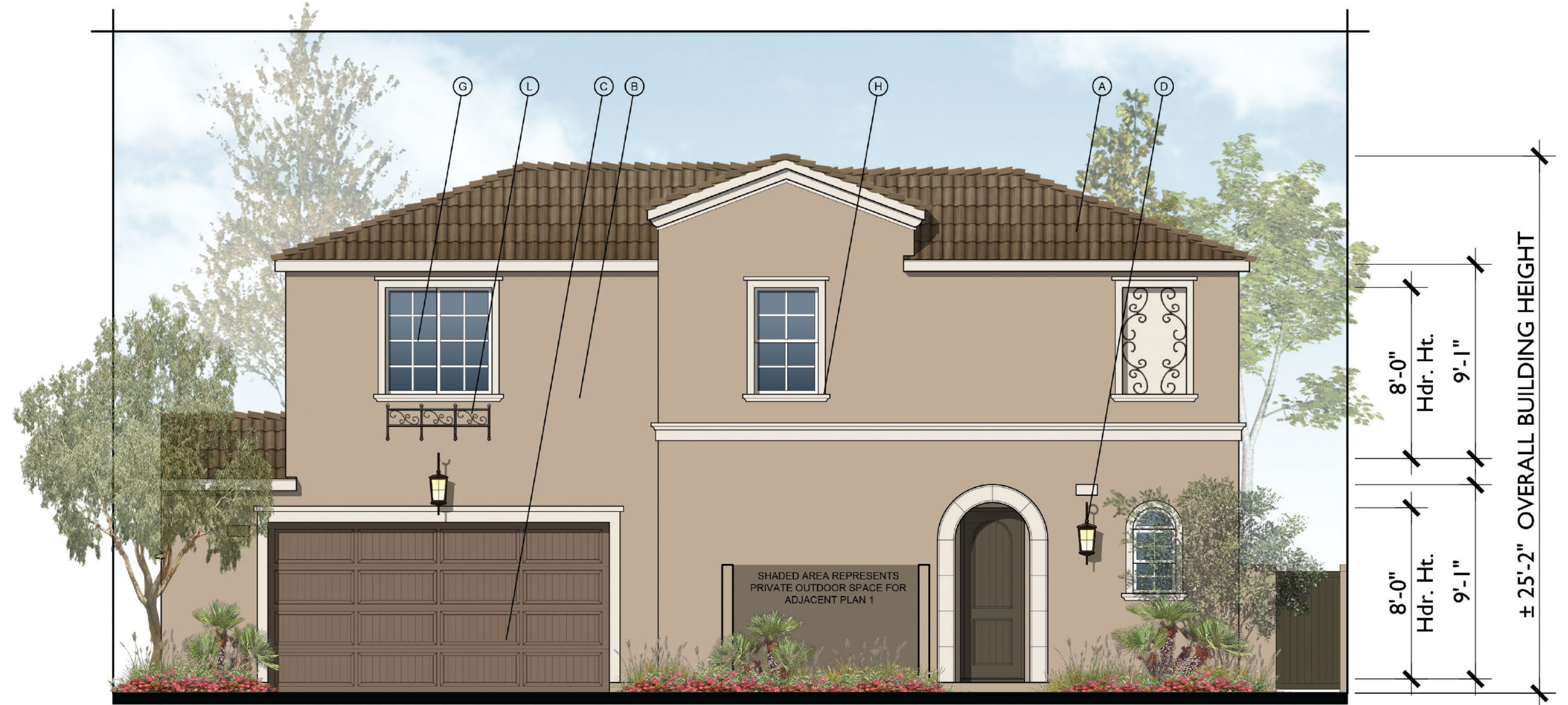
MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



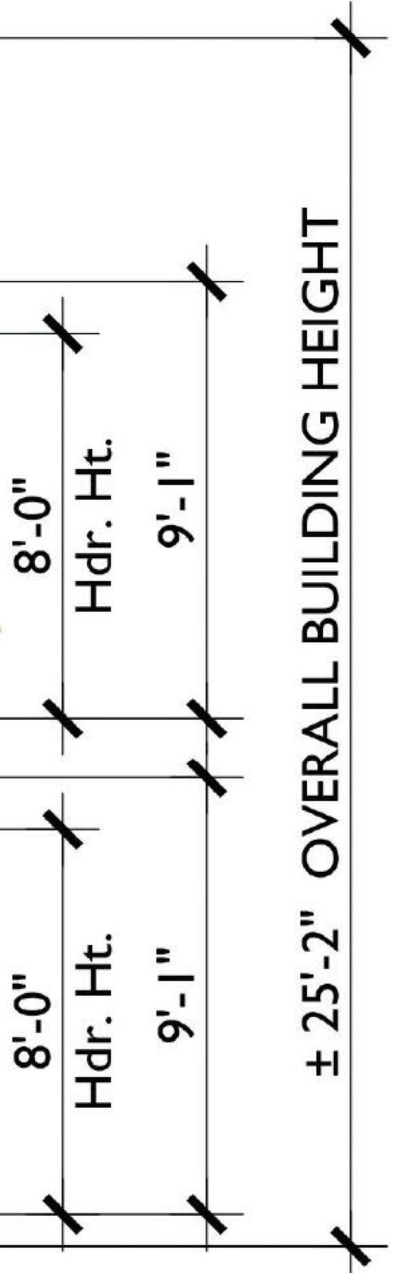
RIGHT

DASHED AT ENHANCED LOTS



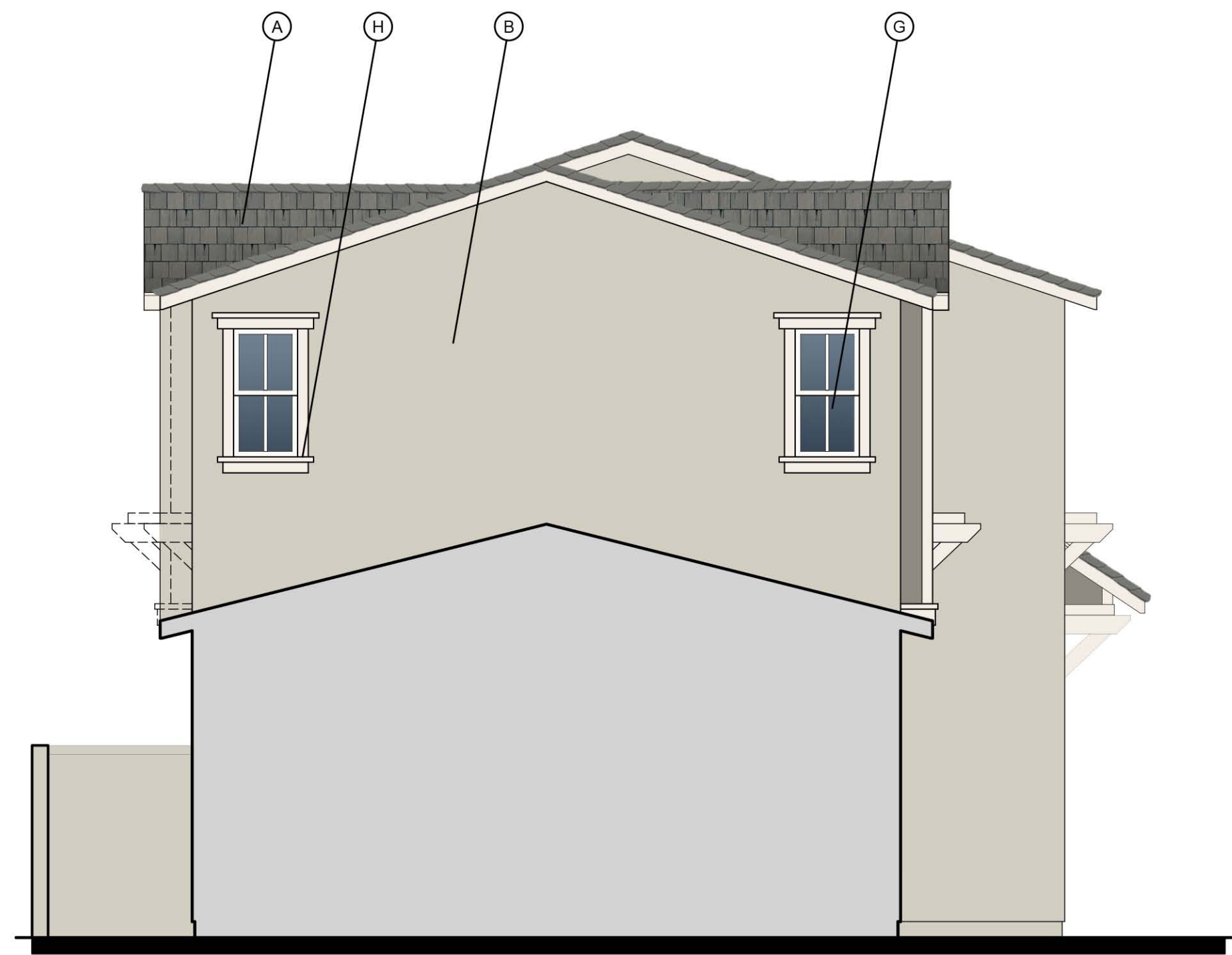
FRONT
SCHEME 5

B - ANDALUSIAN
1/4"=1'-0"



REAR

DASHED AT ENHANCED LOTS

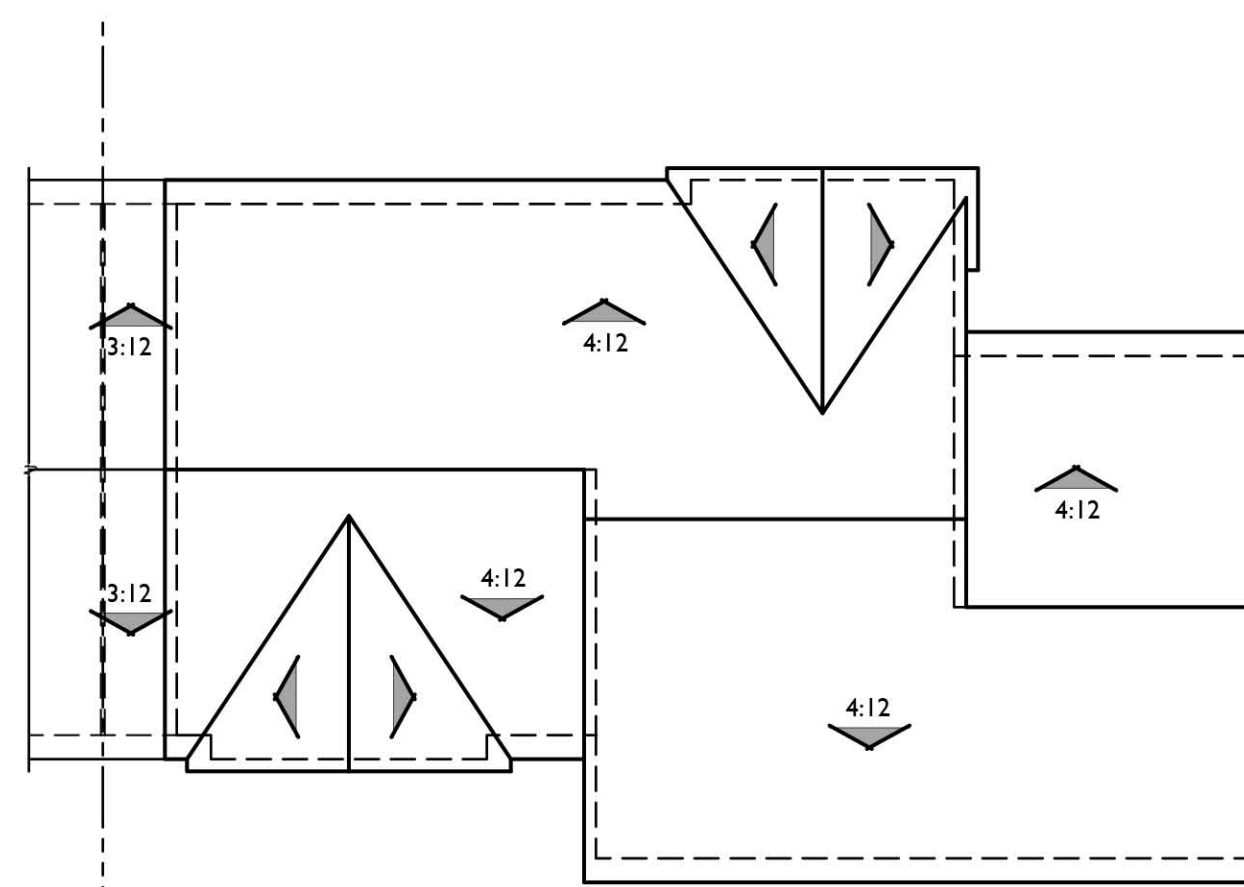


LEFT



FRONT
SCHEME 8

C - FARMHOUSE
1/4"=1'-0"

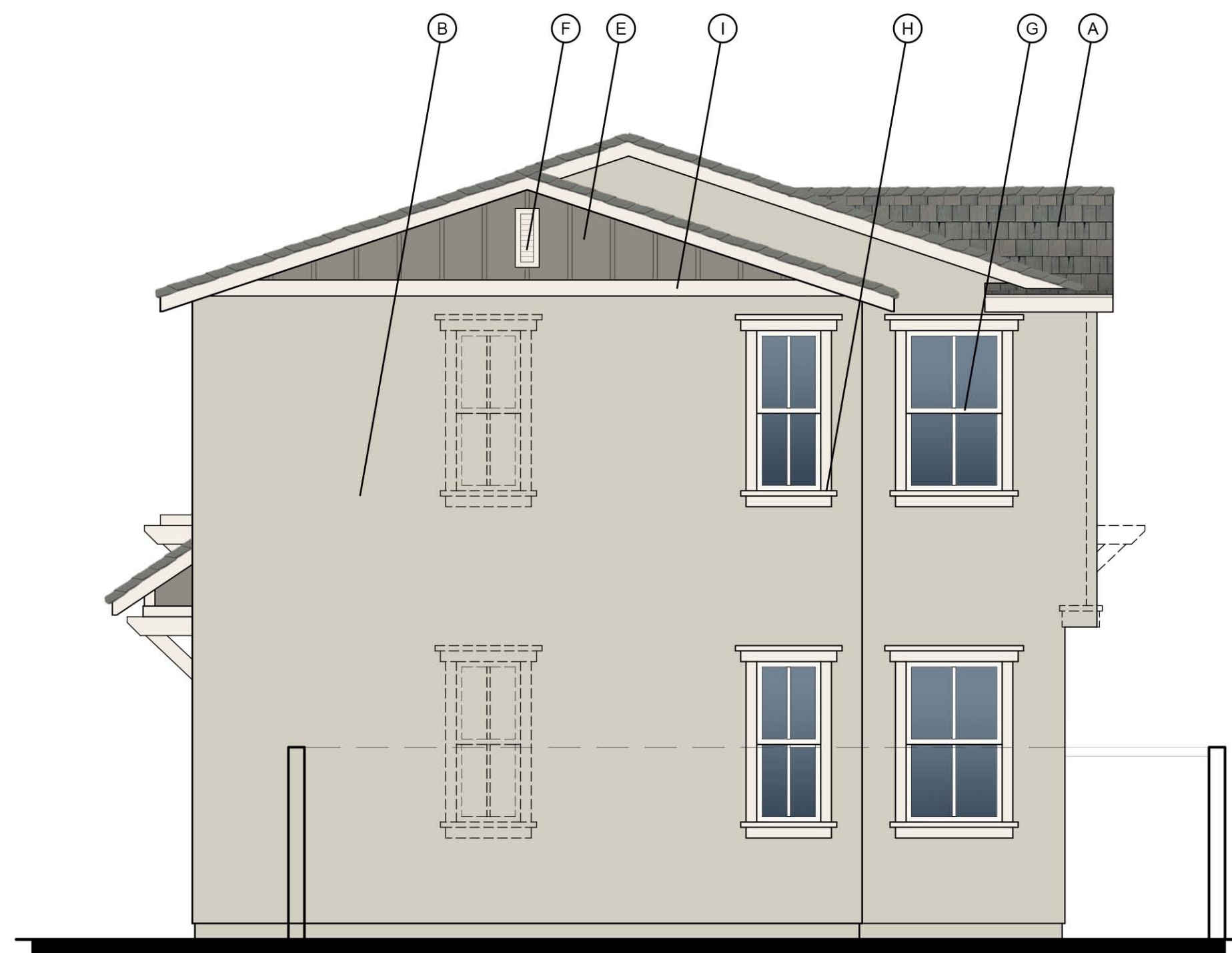


ROOF PLAN

PITCH: 6:12
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: CONCRETE FLAT TILE

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. BOARD & BATTEN SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. FOAM EAVE
- I. CEMENTITIOUS TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. METAL POT SHELF
- M. DECORATIVE TILE



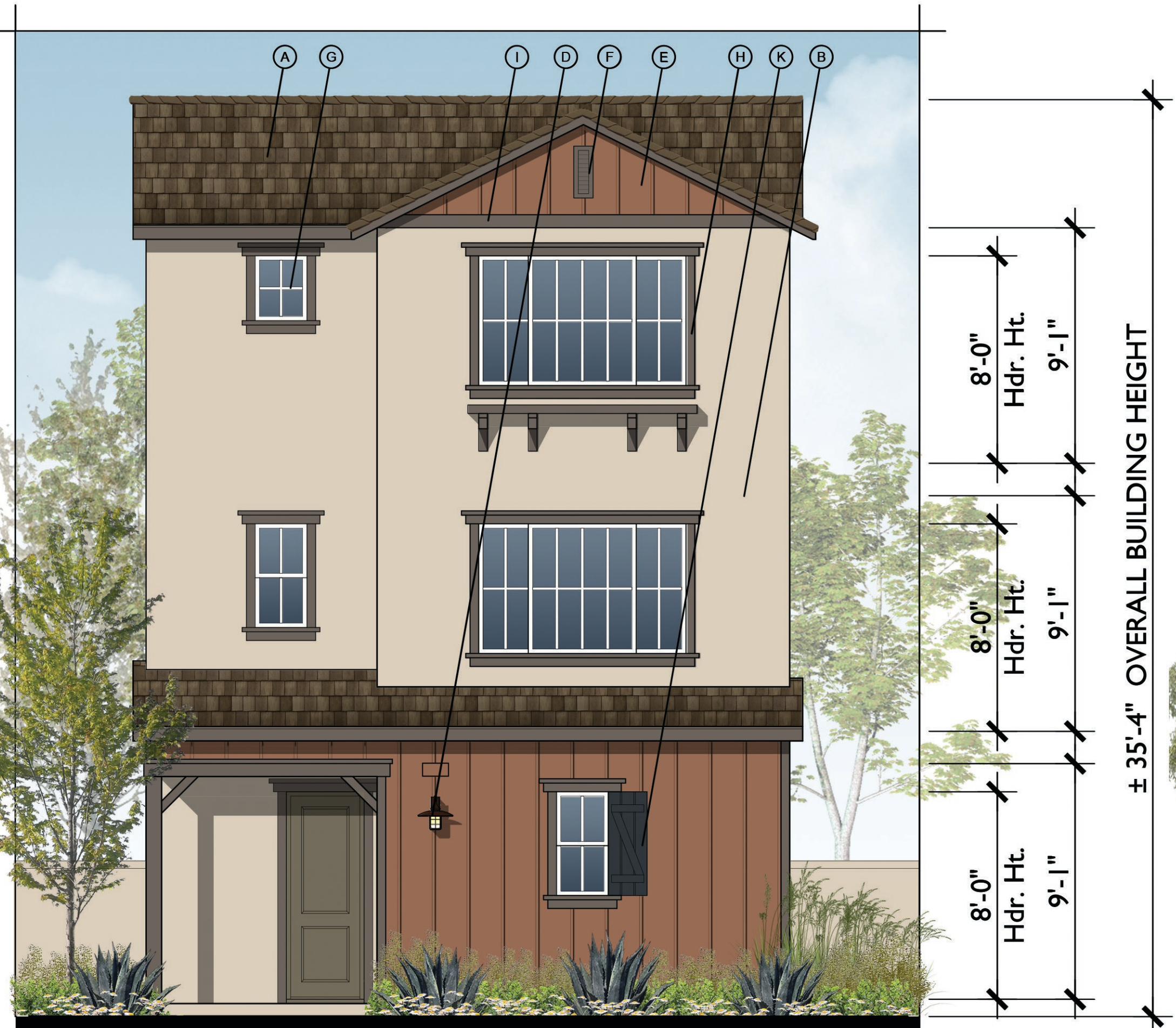
RIGHT

DASHED AT ENHANCED LOTS

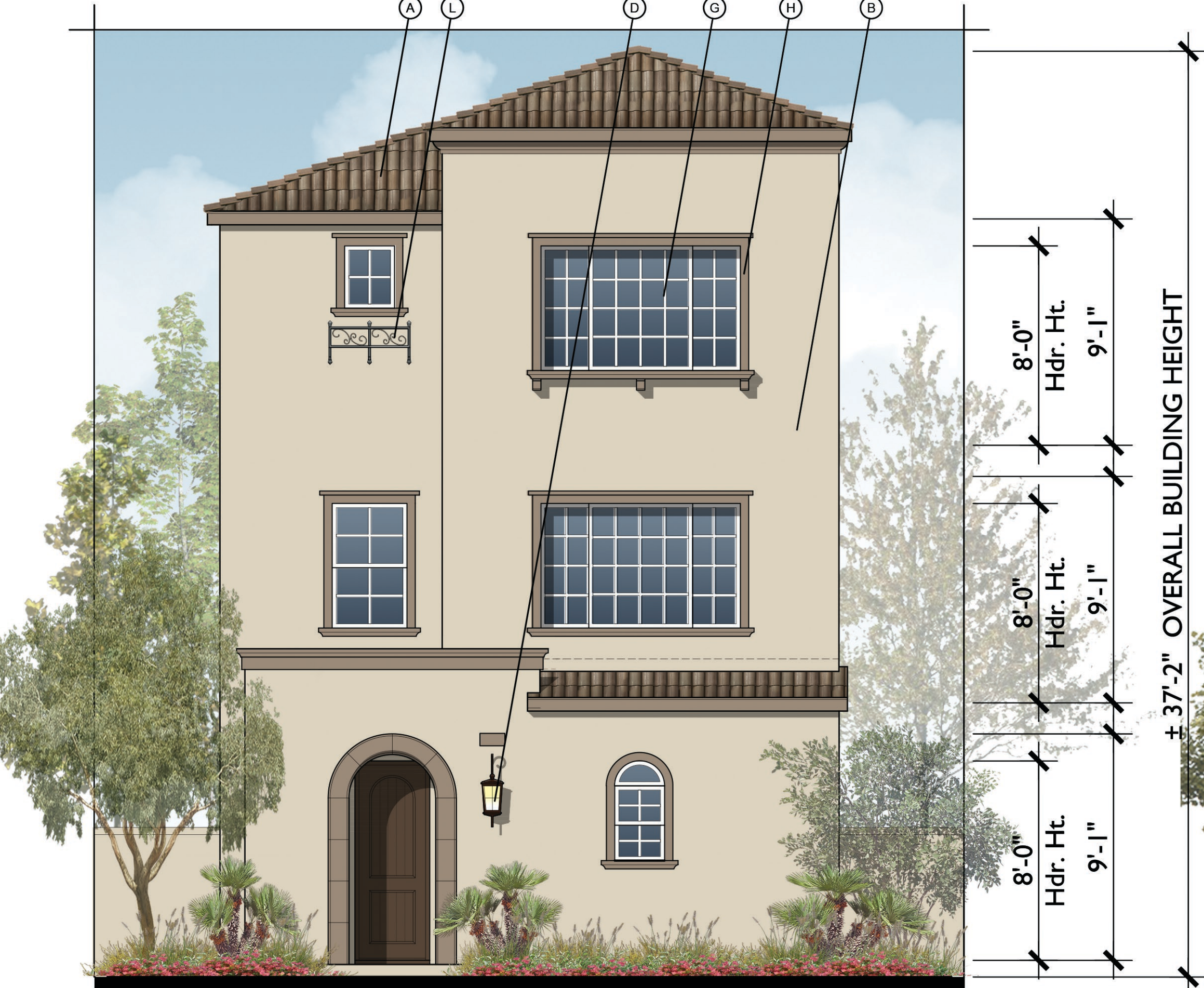


REAR

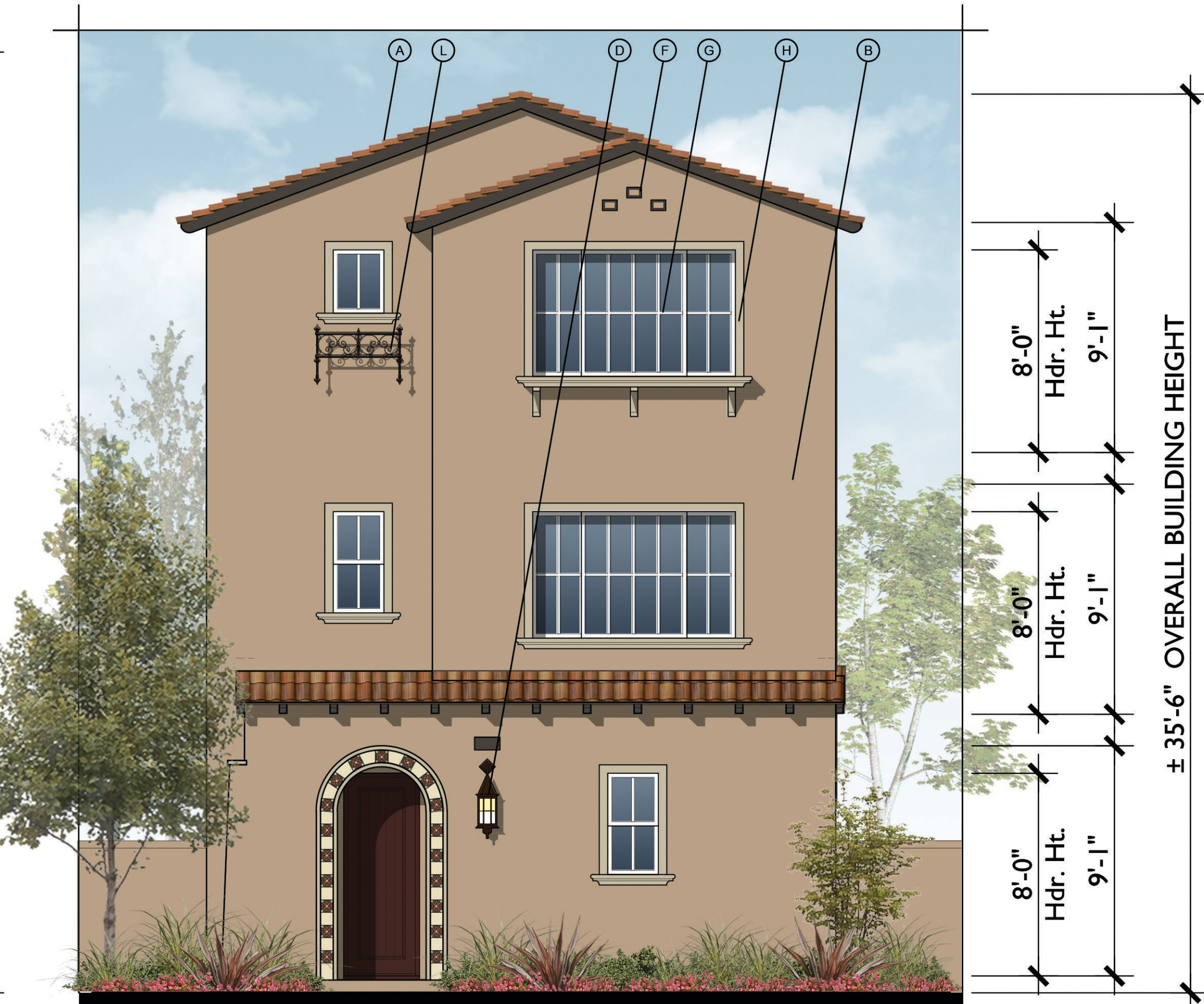
DASHED AT ENHANCED LOTS



FRONT C - FARMHOUSE
1/4"=1'-0"



FRONT B - ANDALUSIAN
1/4"=1'-0"



FRONT A - SPANISH COLONIAL
1/4"=1'-0"

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
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- N. AWNING

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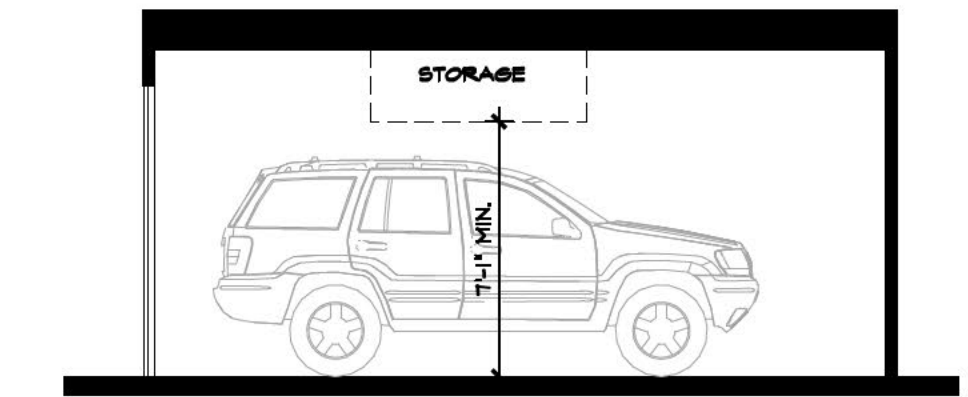
PLAN 3
Front Elevations
ONTARIO PA27
Ontario, Ca

0 2 4 8 366.21024

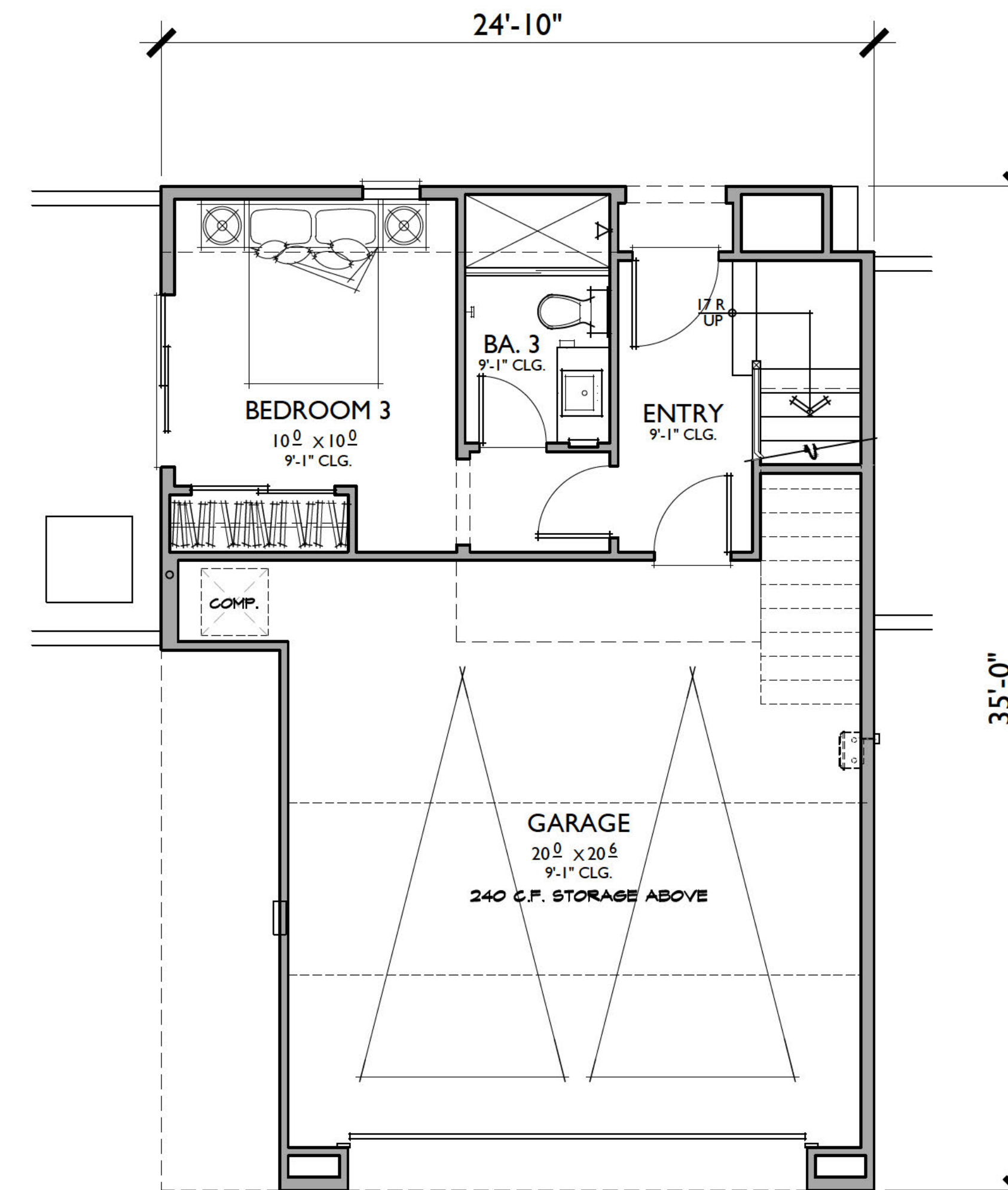
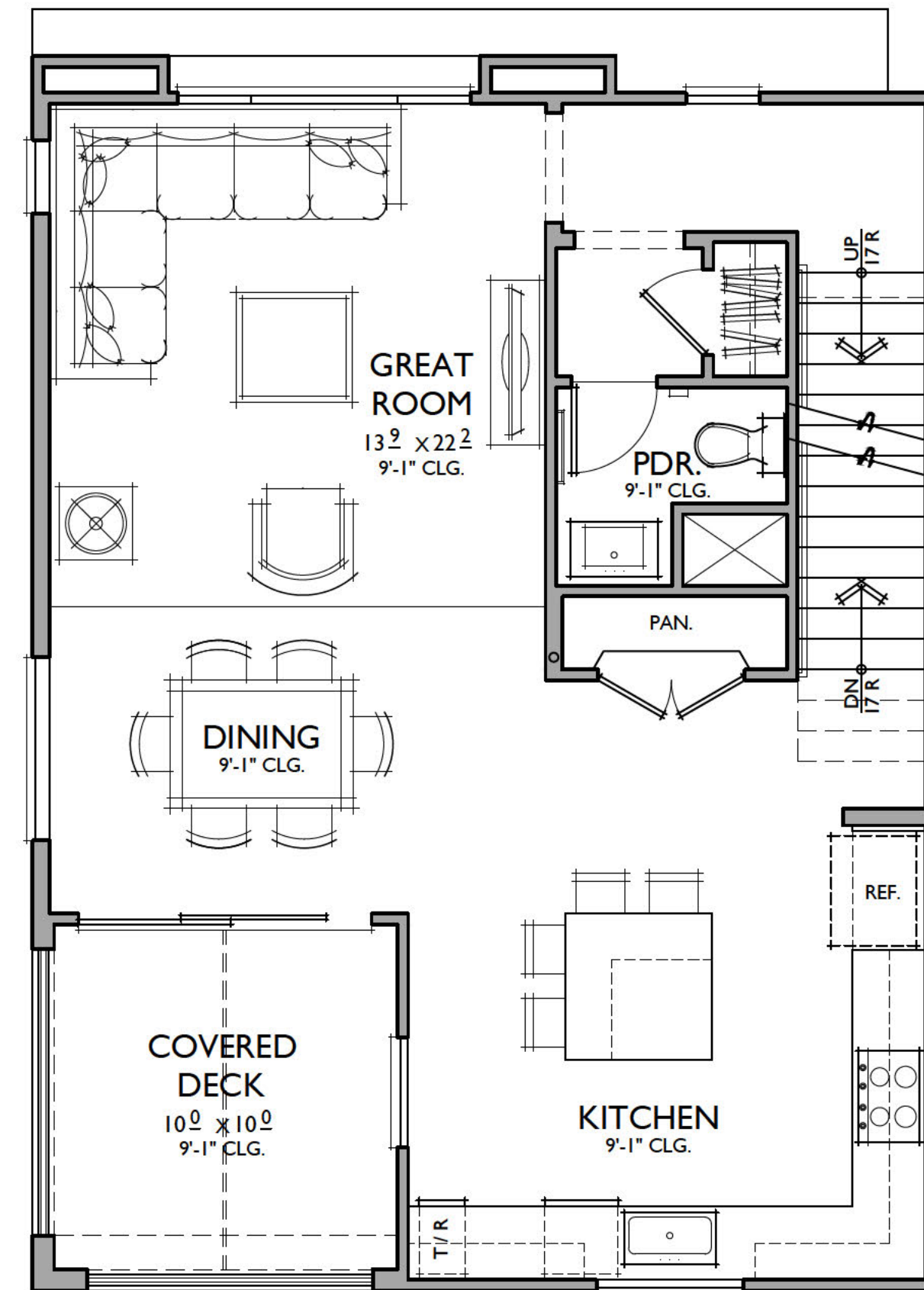
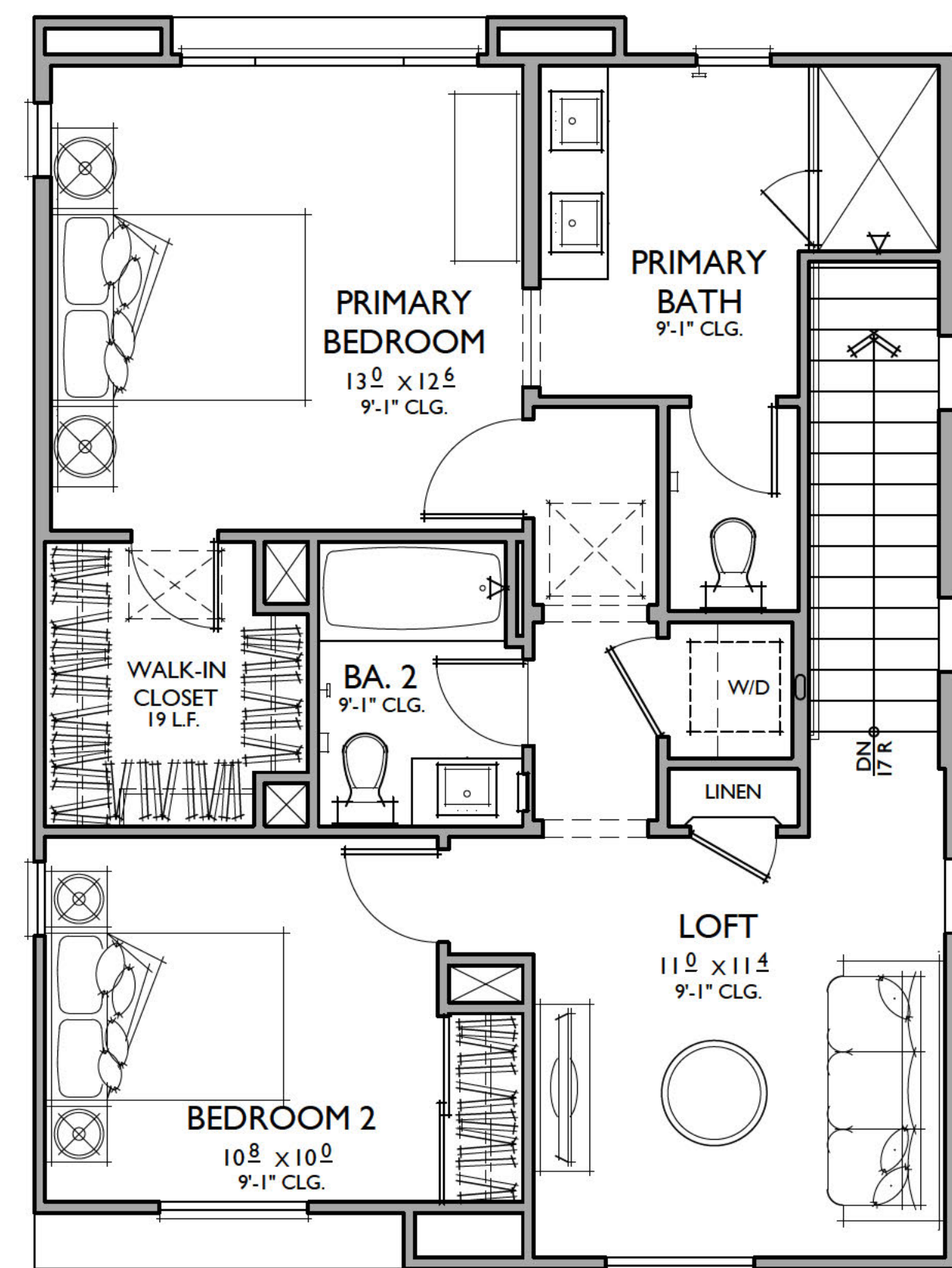
04.08.22

LENNAR

2031 Orchard Drive, Suite 100
Newport Beach, CA USA, 92660
tel. +1 949 553 9100
fax +1 949 553 0548



TYPICAL GARAGE SECTION
240 CUBIC FEET OF STORAGE ABOVE CARS
SCALE 3/16" = 1'-0"



PLAN 3A
1,786 SQ. FT.
3 BEDROOMS / 3.5 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	323 SQ. FT.
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PRIVATE OUTDOOR DECK	100 SQ. FT.
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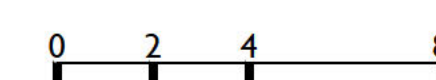
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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PLAN 3A
Reflects Spanish Colonial Elevation

ONTARIO PA27

Ontario, Ca

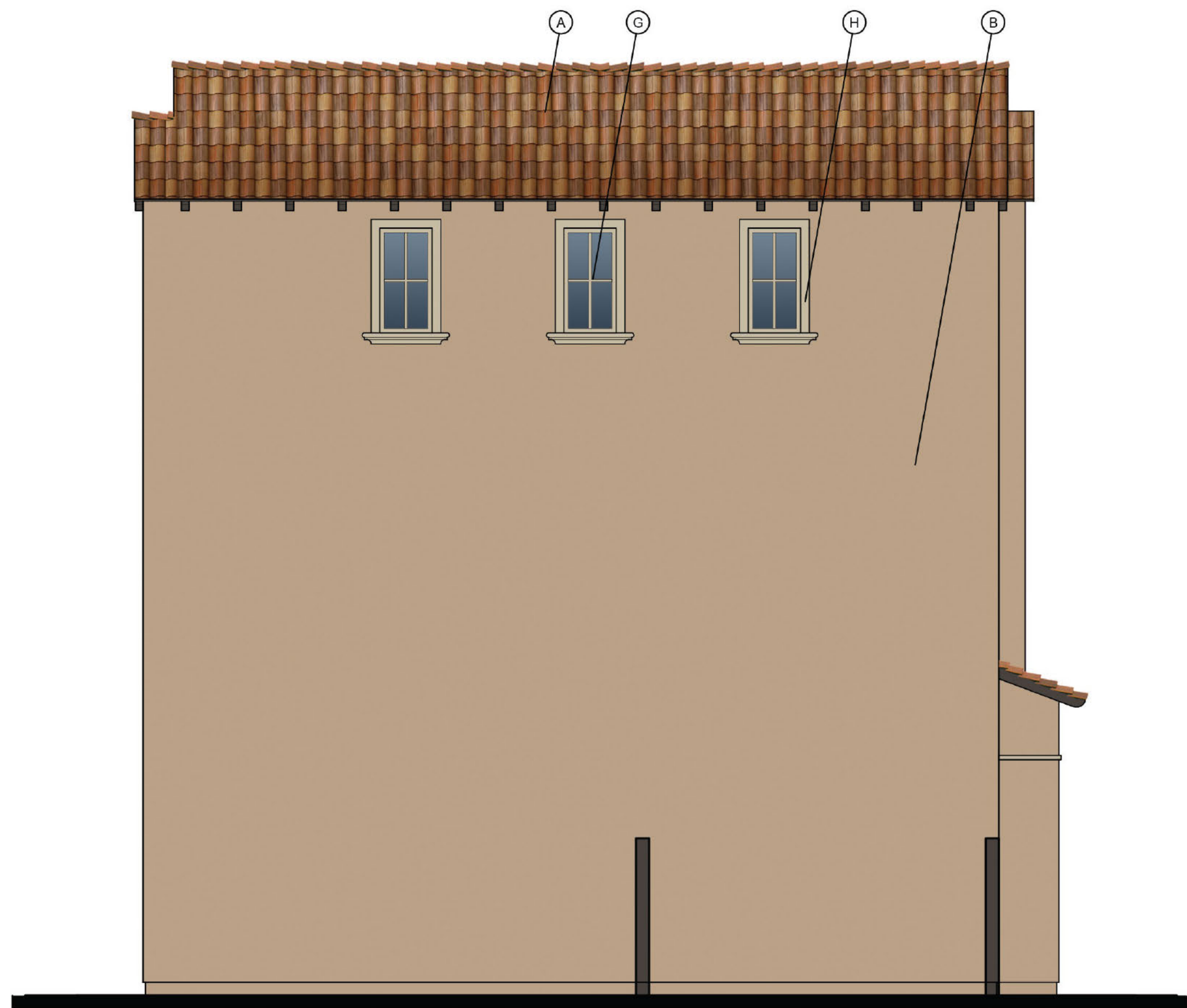


366.21024

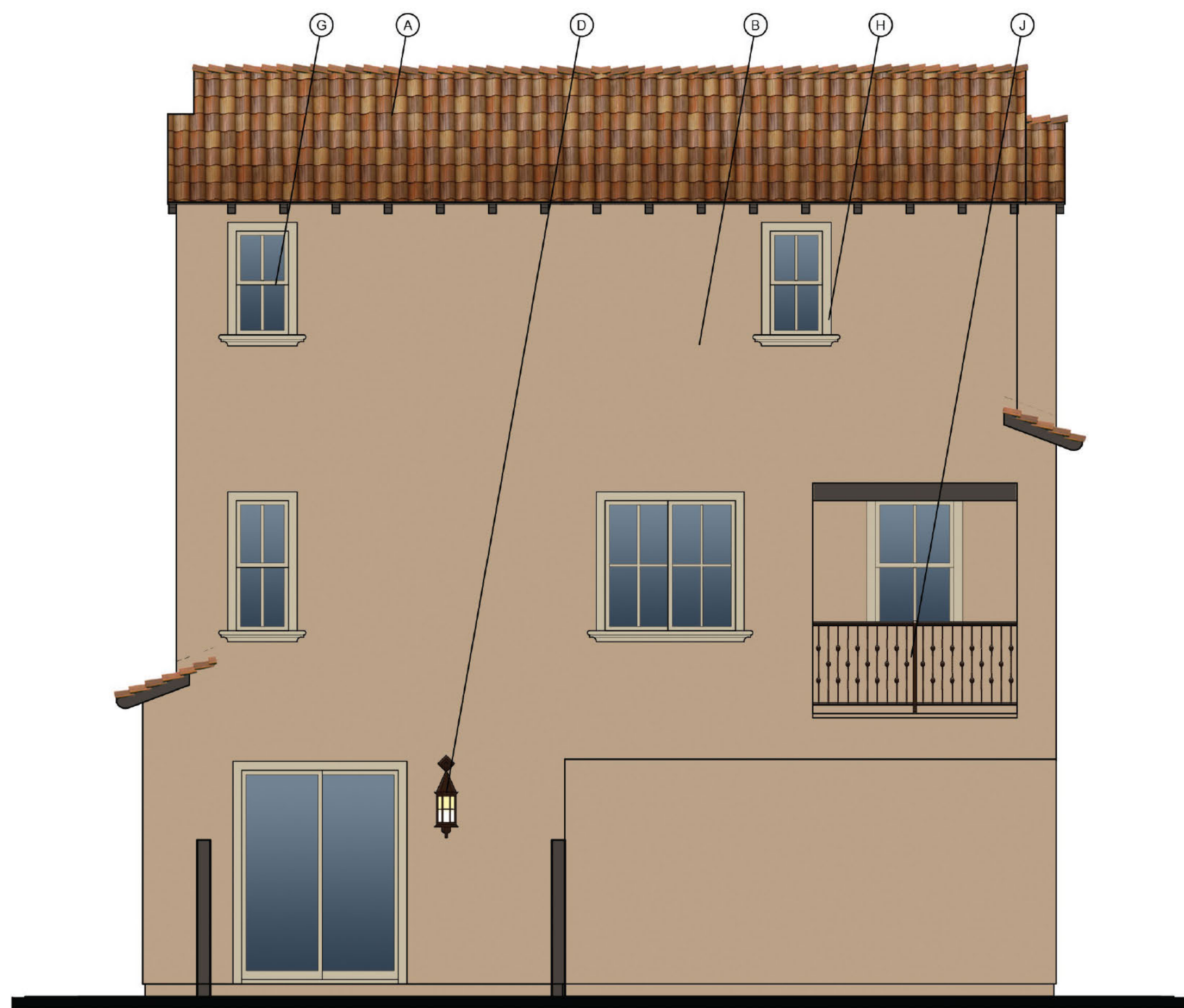
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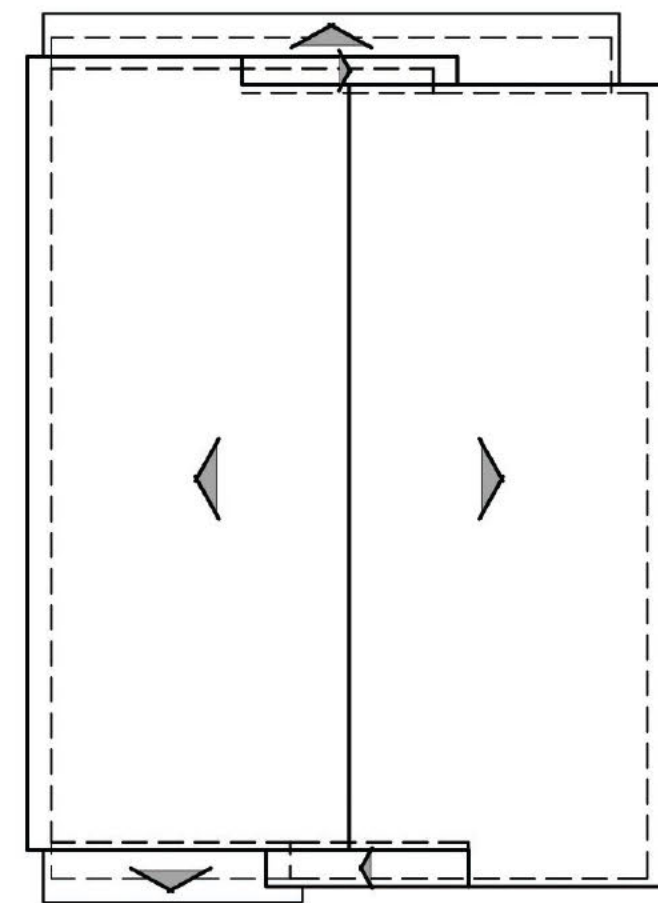
2031 Orchard Drive, Suite 100
Newport Beach, CA USA 92660
tel. +1 949 553 9100
fax +1 949 553 0548



LEFT



RIGHT
PLAN 3 A
 Spanish Colonial Elevation
ONTARIO PA27
 Ontario, Ca

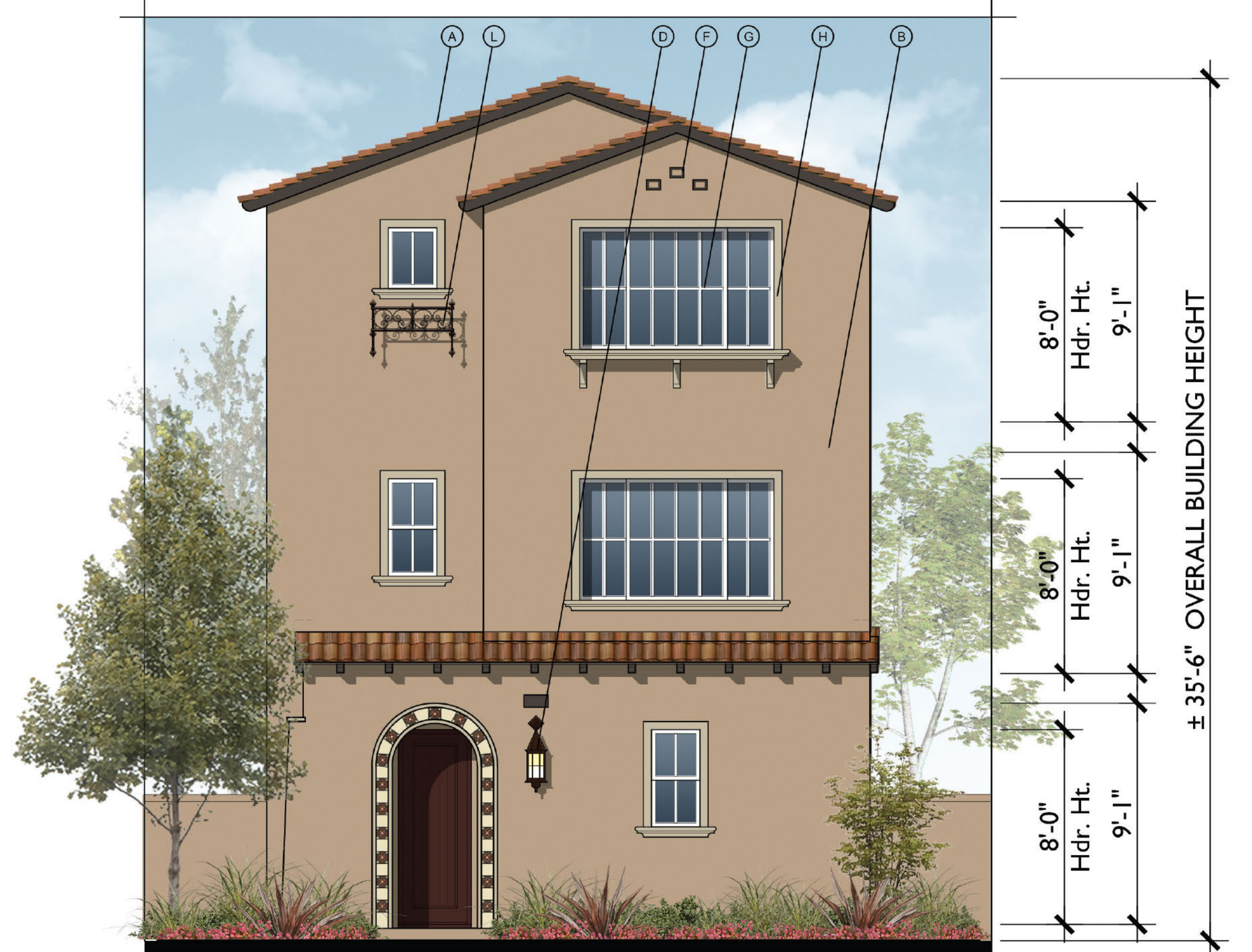


ROOF PLAN A

PITCH: 4.5:12
 RAKE: 4"
 EAVE: 12"
 ROOF MATERIAL: CONCRETE 'S' TILE

MATERIAL LEGEND

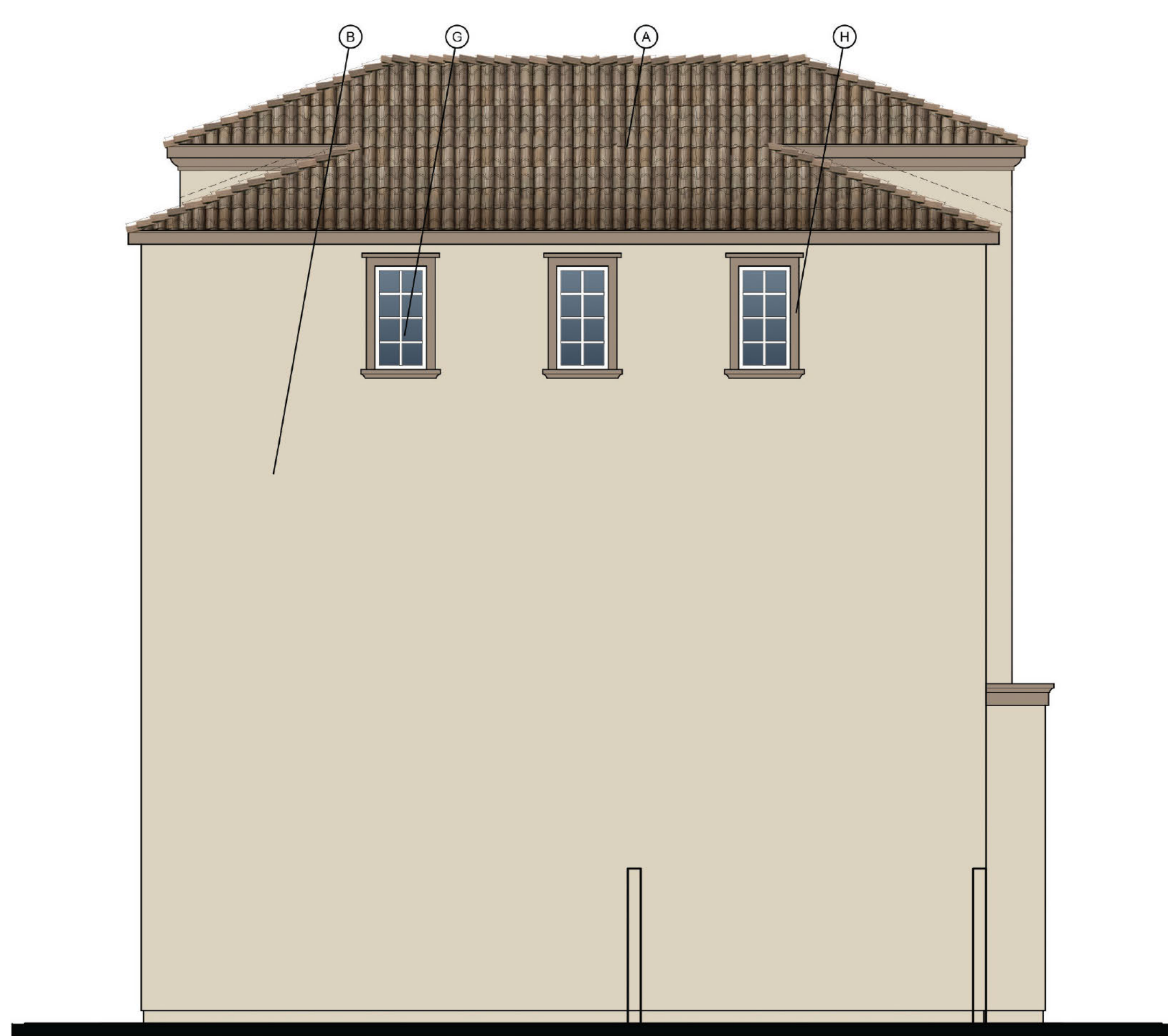
- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



FRONT
 SCHEME 3
A - SPANISH COLONIAL



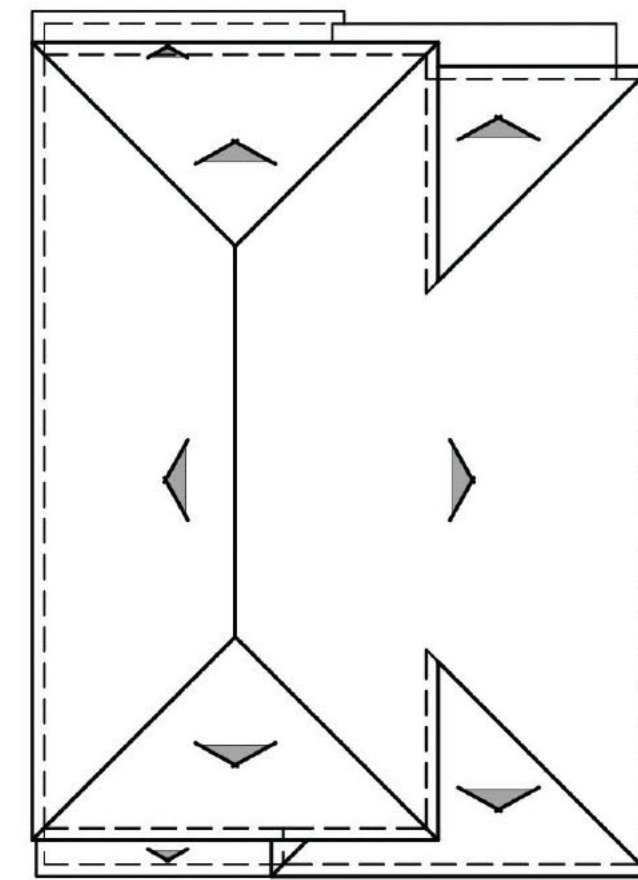
REAR



LEFT



RIGHT
PLAN 3 B
 Andalusian Elevation
ONTARIO PA27
 Ontario, Ca



ROOF PLAN B
 PITCH: 4.5:12
 RAKE: 4"
 EAVE: 6"
 ROOF MATERIAL: CONCRETE 'S' TILE

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING

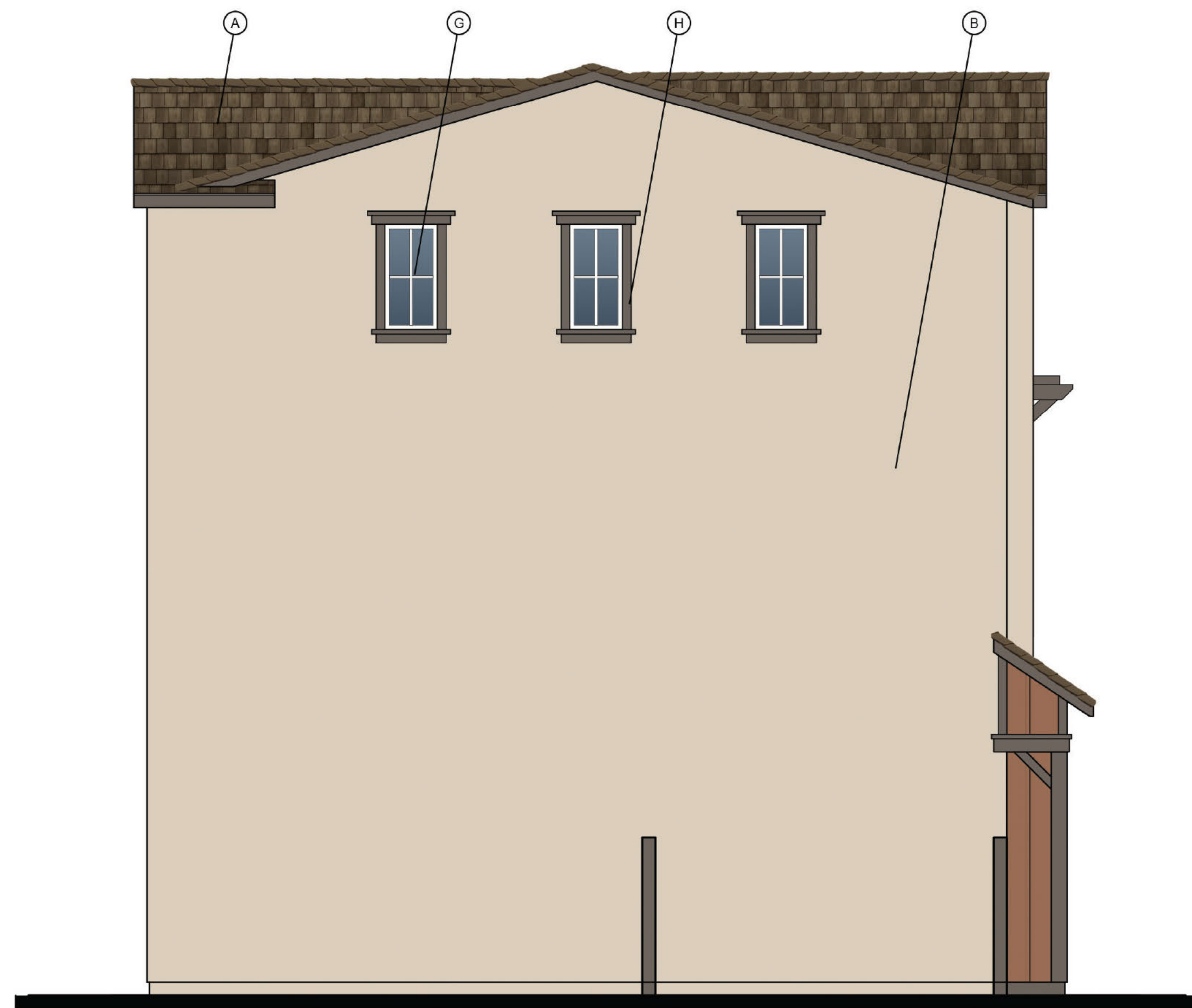


FRONT SCHEME 6
B - ANDALUSIAN



REAR

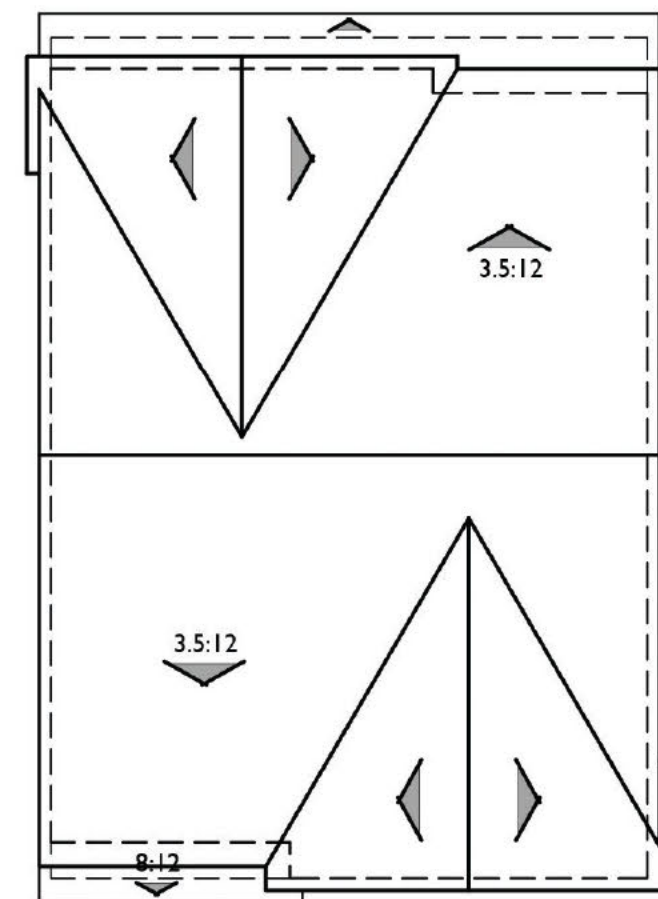
NOTE: ENTRY SURROUNDS TO BE SMOOTH STUCCO FINISH.



LEFT



RIGHT
PLAN 3 C
 Farmhouse Elevation
ONTARIO PA27
 Ontario, Ca

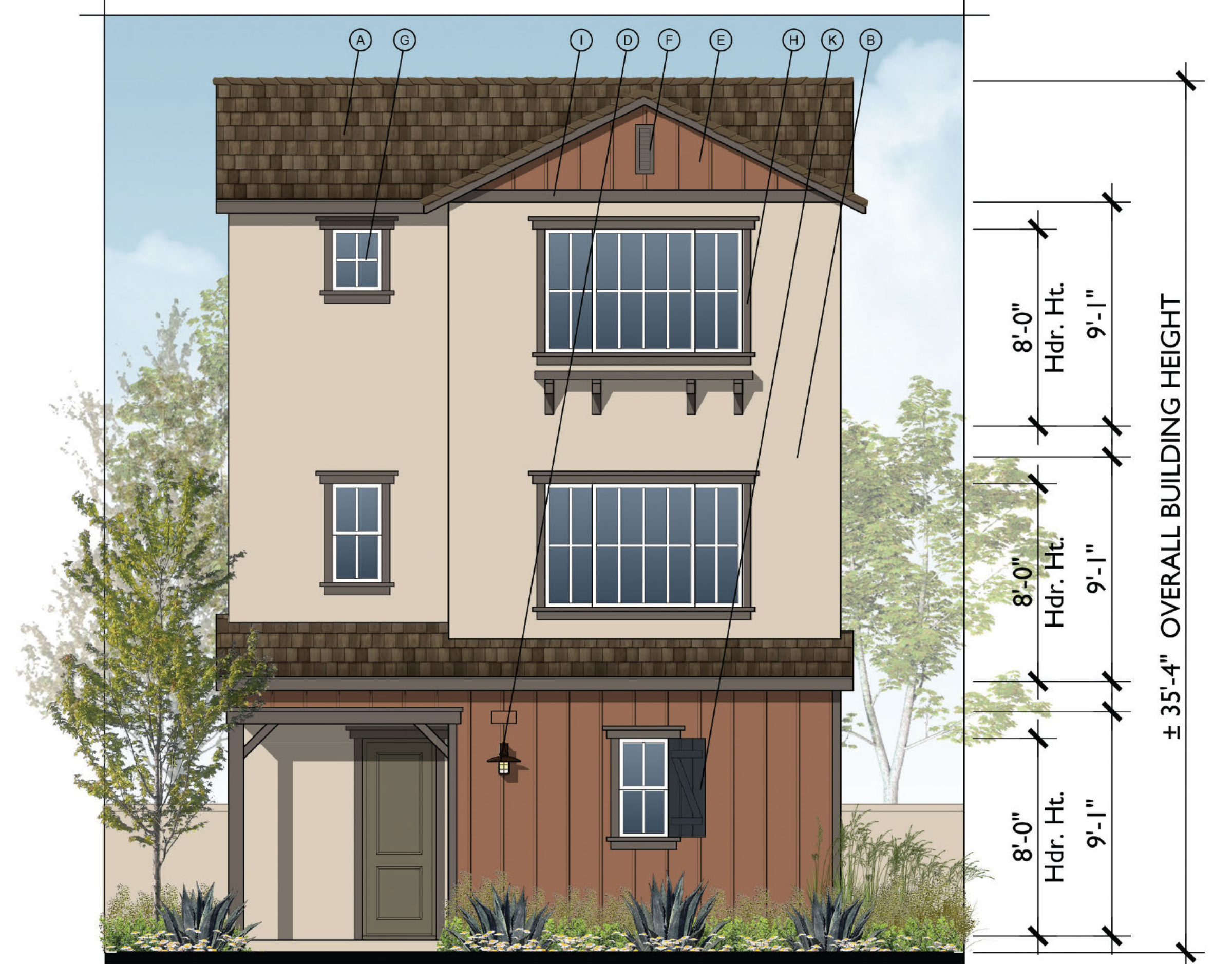


ROOF PLAN C

PITCH: 6:12
 RAKE: 6"
 EAVE: 12"
 ROOF MATERIAL: FLAT CONCRETE TILE

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



FRONT
 SCHEME 9
C - FARMHOUSE



REAR

NOTE: ENTRY SURROUNDS TO BE SMOOTH STUCCO FINISH.

MATERIAL LEGEND

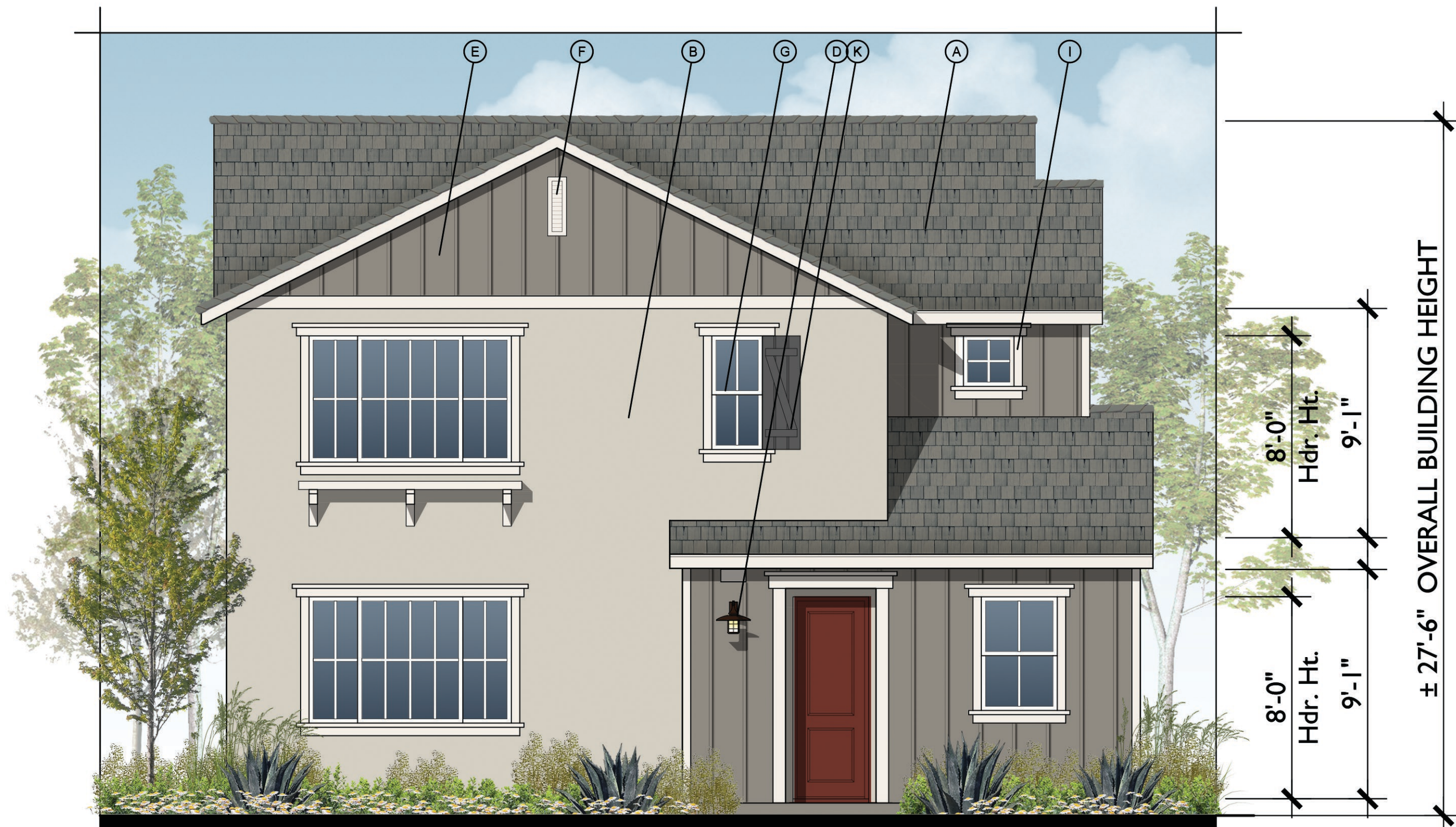
- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK
- M. BRICK VENEER
- N. AWNING



FRONT

A - SPANISH COLONIAL

1/4"=1'-0"



FRONT

C - FARMHOUSE

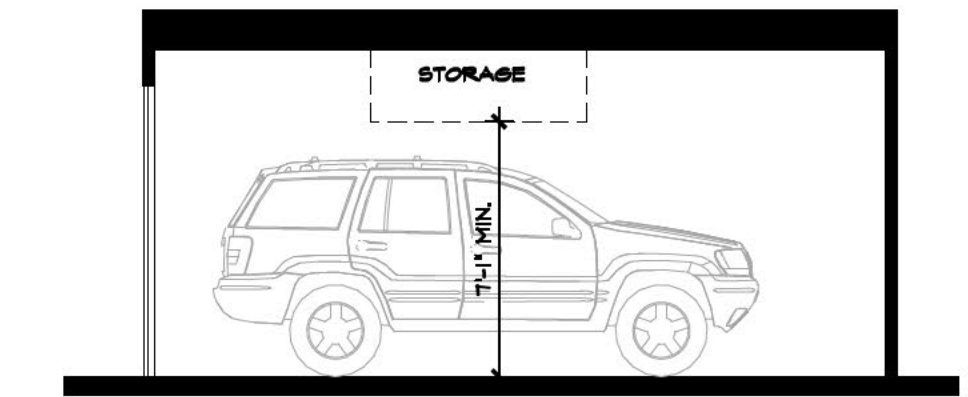
1/4"=1'-0"



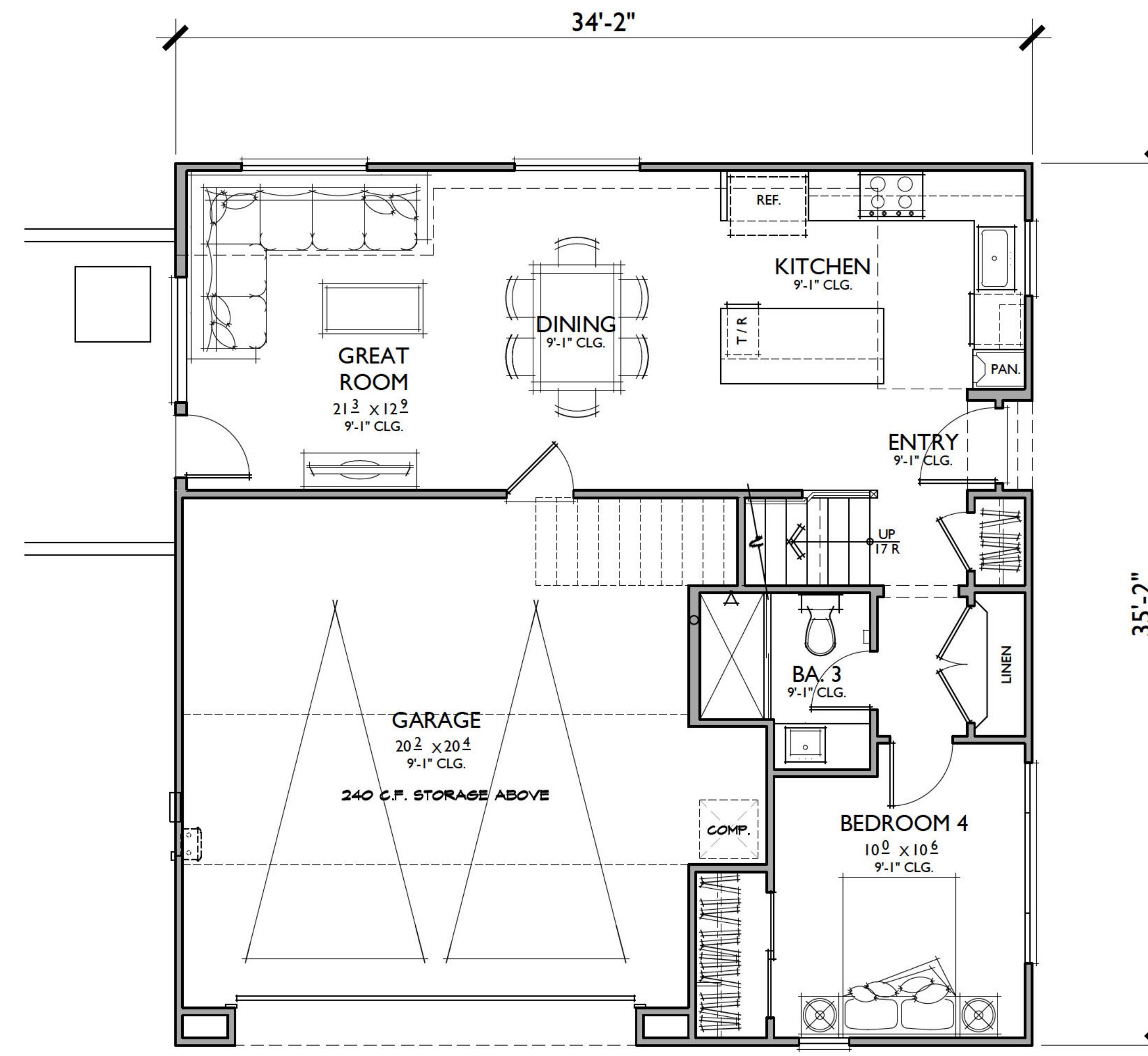
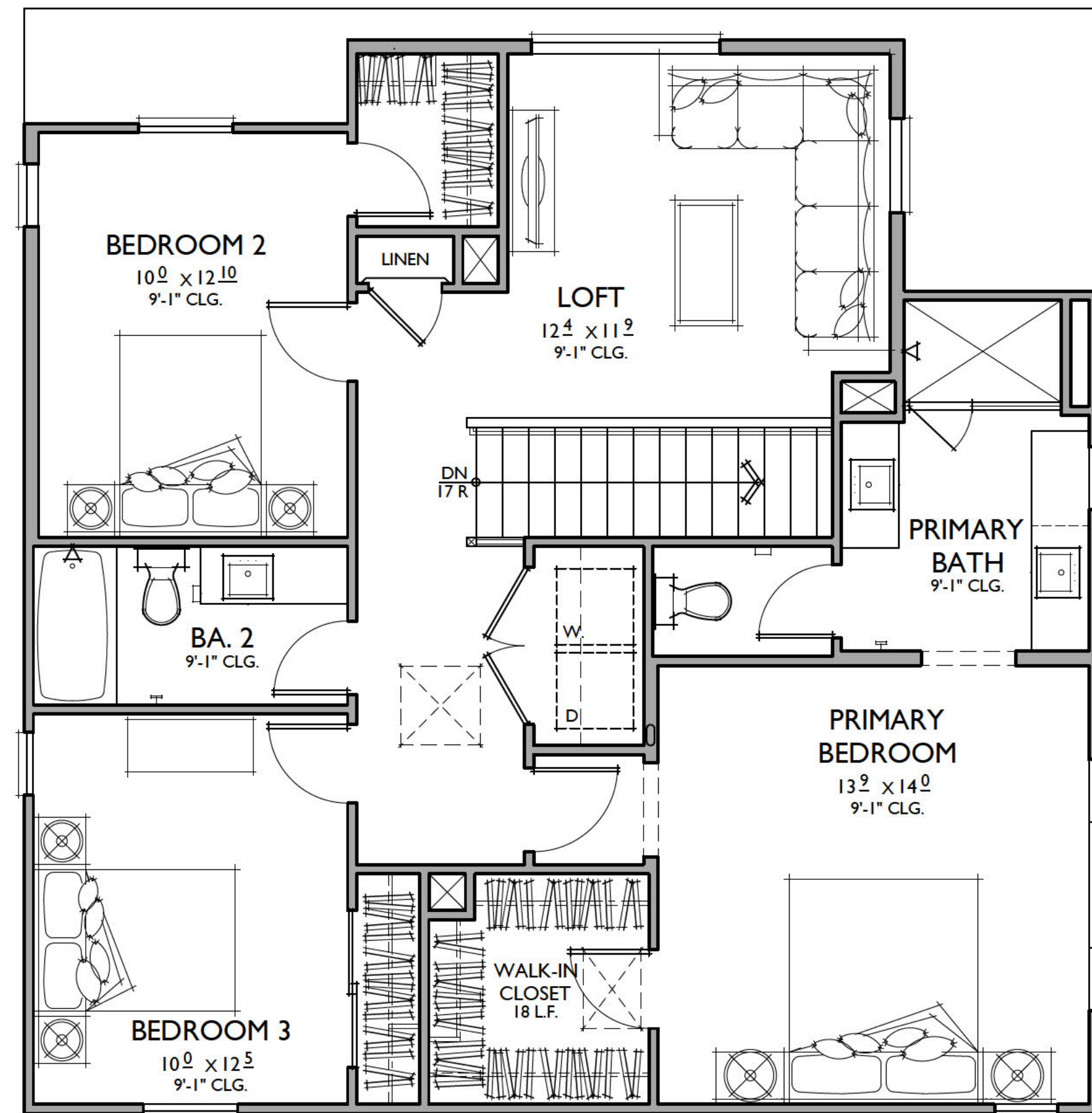
FRONT

B - ANDALUSIAN

1/4"=1'-0"



TYPICAL GARAGE SECTION
240 CUBIC FEET OF STORAGE ABOVE CARS
SCALE 3/16" = 1'-0"



PLAN 4A

1,801 SQ. FT.

4 BEDROOMS / 3 BATHS + LOFT
2 - CAR GARAGE

FLOOR AREA TABLE

1ST FLOOR	755 SQ. FT.
2ND FLOOR	1,051 SQ. FT.
TOTAL	1,801 SQ. FT.
PRIVATE OUTDOOR YARD	±153 SQ. FT.
PRIVATE OUTDOOR DECK	N/A
2 - CAR GARAGE	471 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

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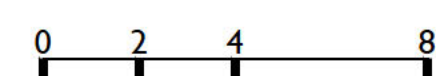
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PLAN 4A

Reflects Spanish Colonial Elevation

ONTARIO PA27

Ontario, Ca



366.21024

04.08.22

LENNAR

2031 Orchard Drive, Suite 100
Newport Beach, CA USA 92660
tel. +1 949 553 9100
fax +1 949 553 0548

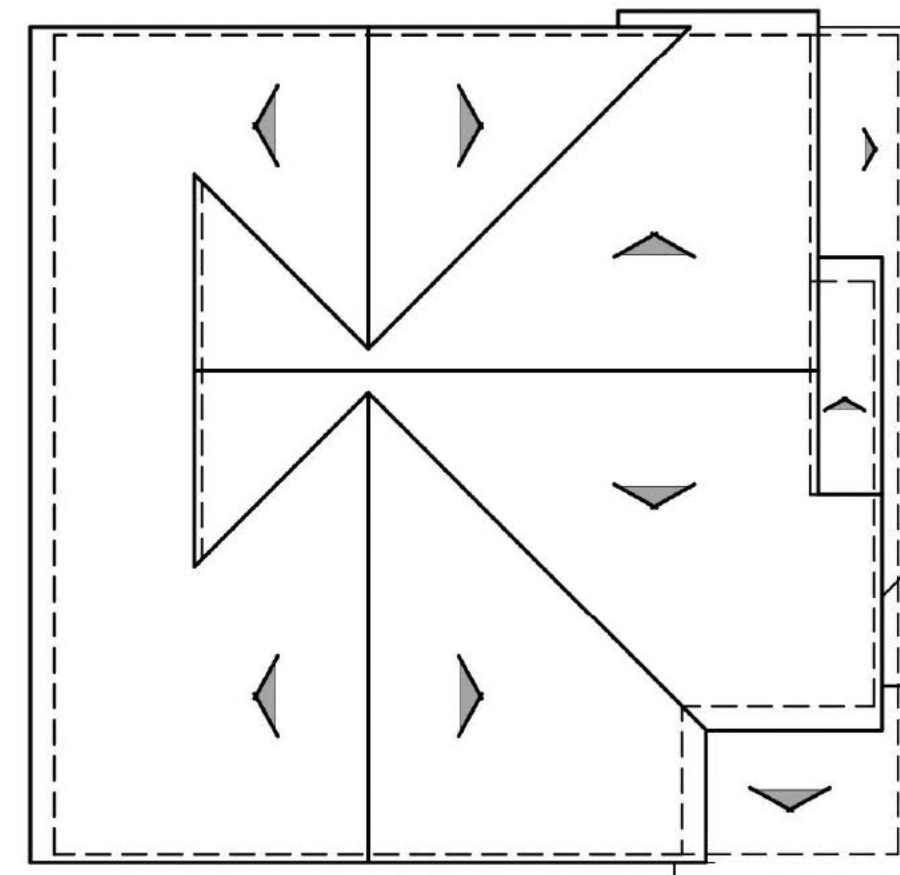


LEFT



FRONT
SCHEME 1

A - SPANISH COLONIAL
1/4"=1'-0"



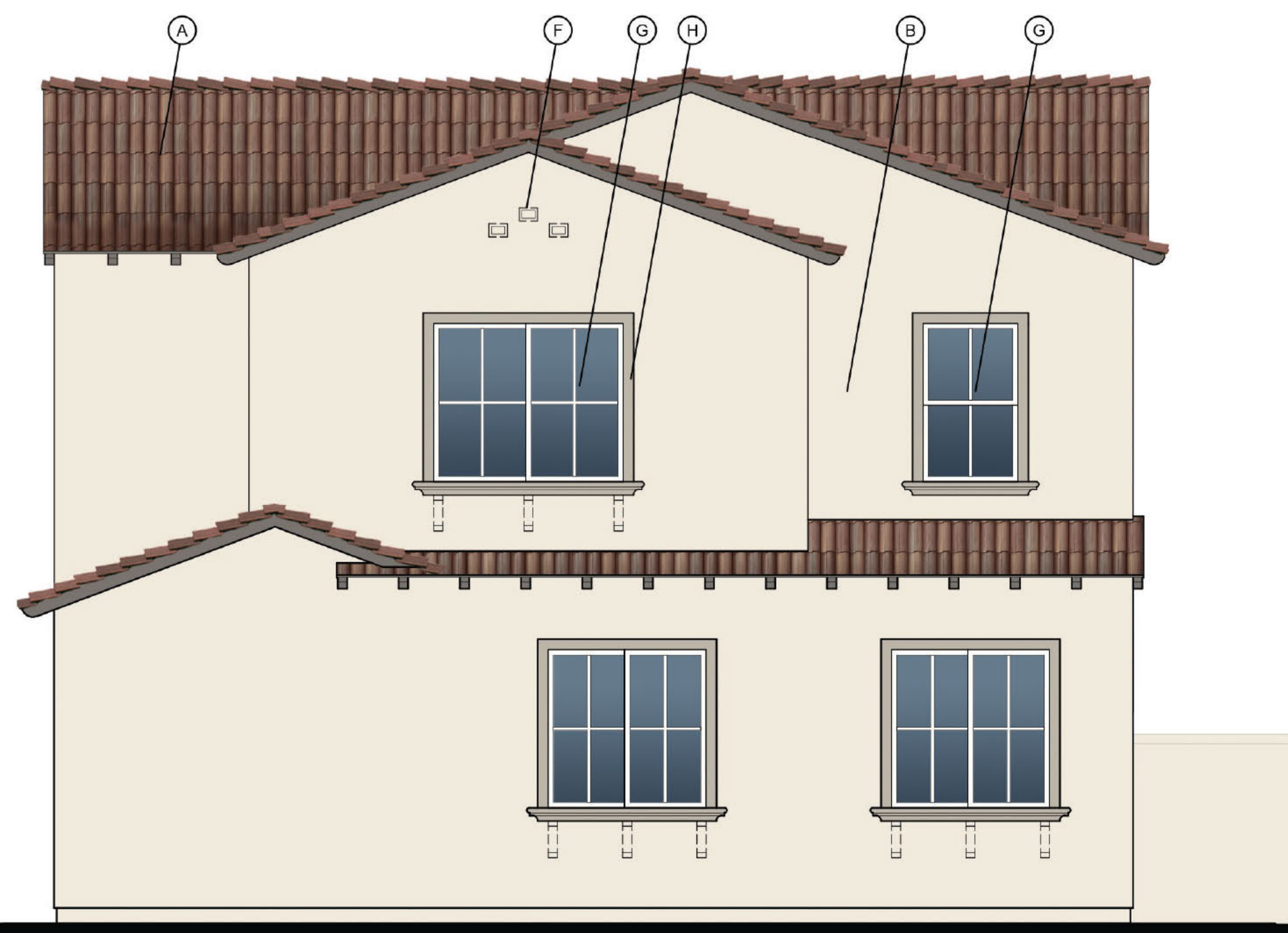
ROOF PLAN

A

PITCH: 4.5:12
RAKE: 4"
EAVE: 12"
ROOF MATERIAL: CONCRETE 'S' TILE

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. WOOD POST
- I. TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. DECORATIVE IRON WORK

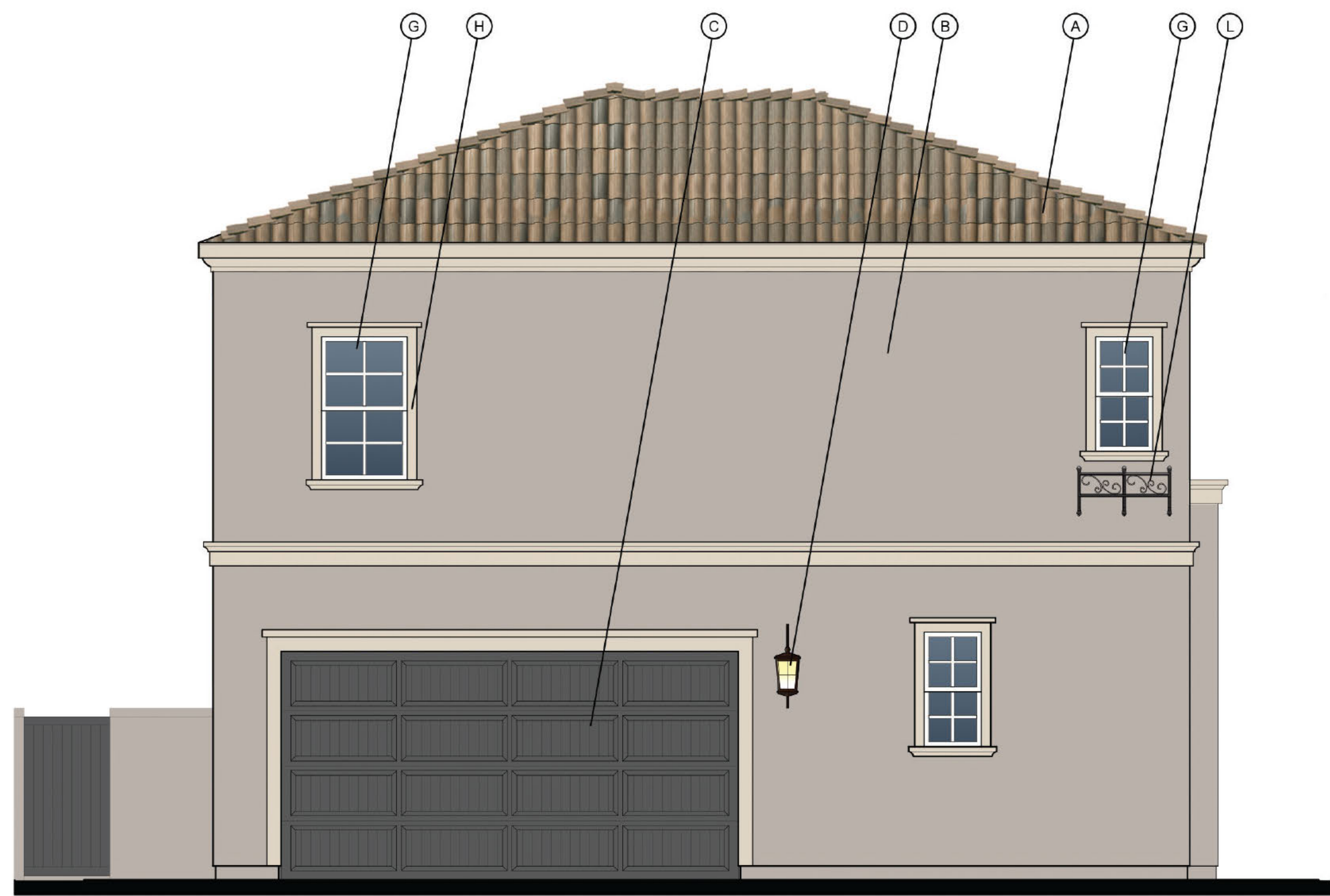


RIGHT

DASHED AT ENHANCED LOTS



REAR

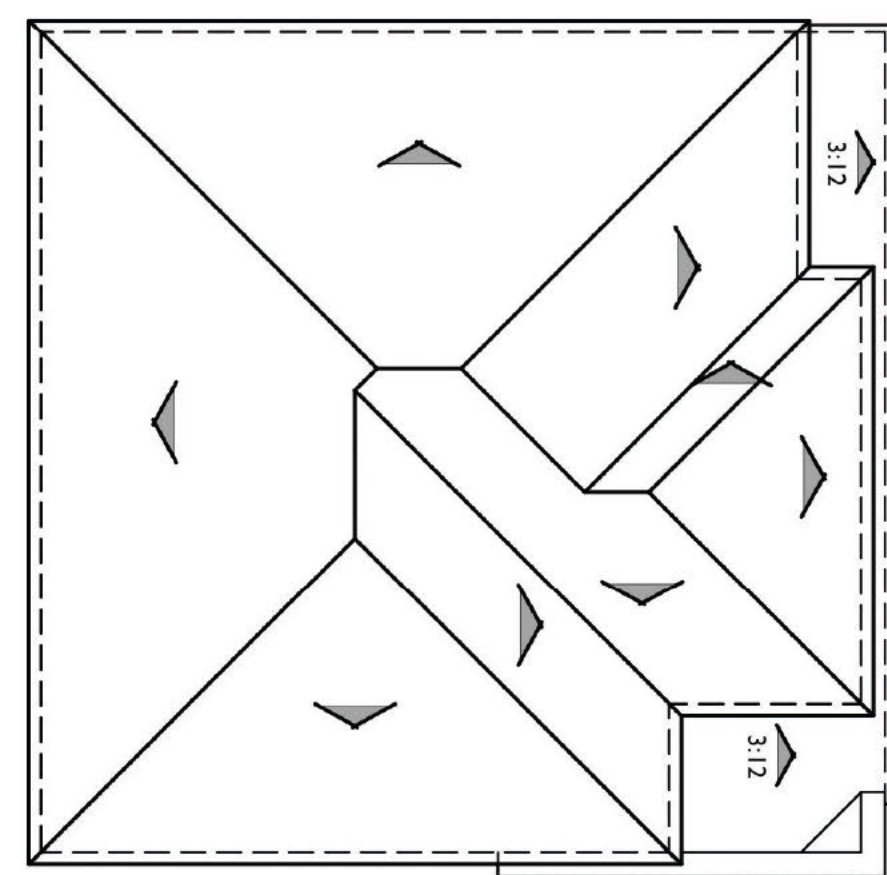


LEFT



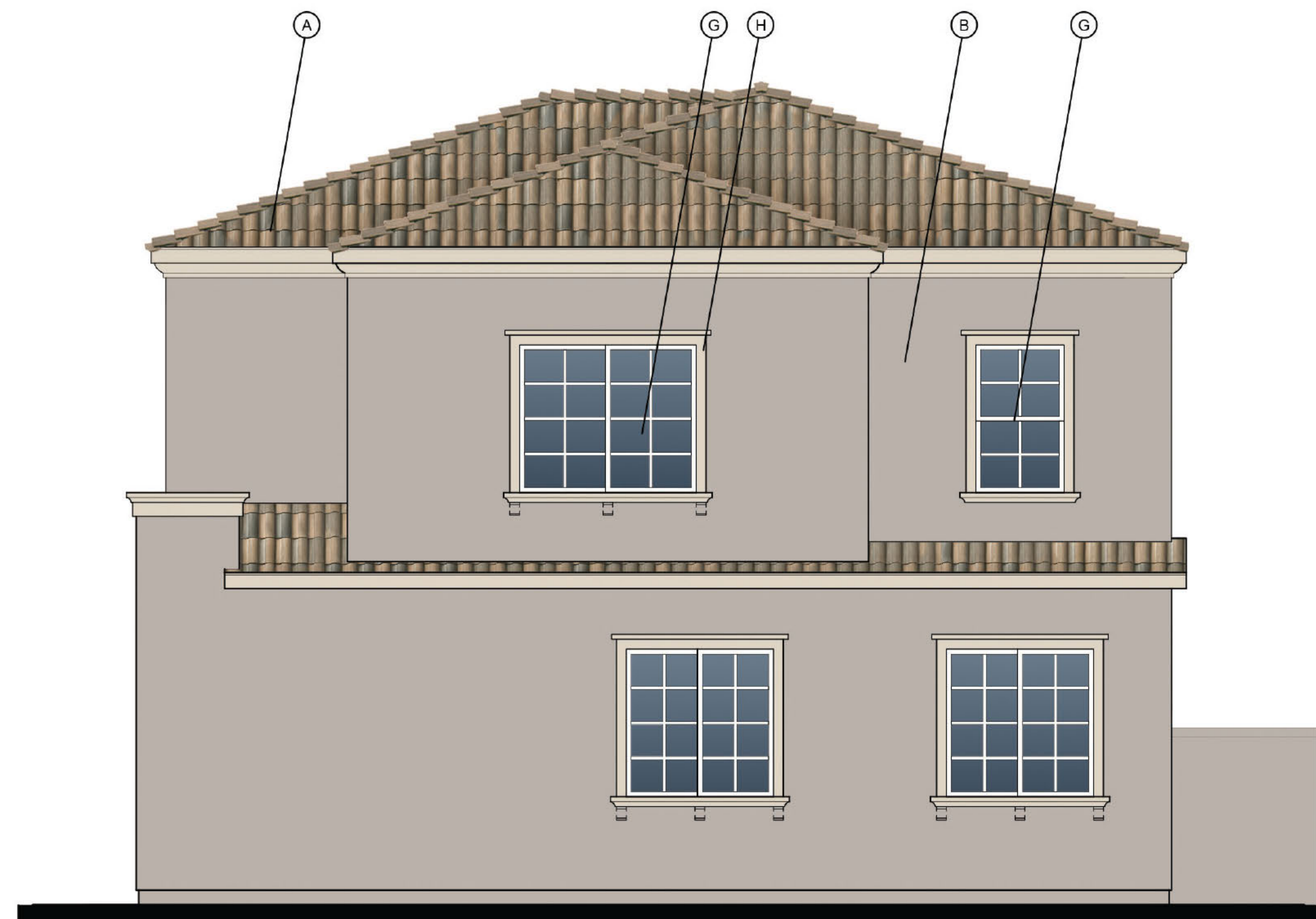
FRONT SCHEME 4

B - ANDALUSIAN
1/4"=1'-0"



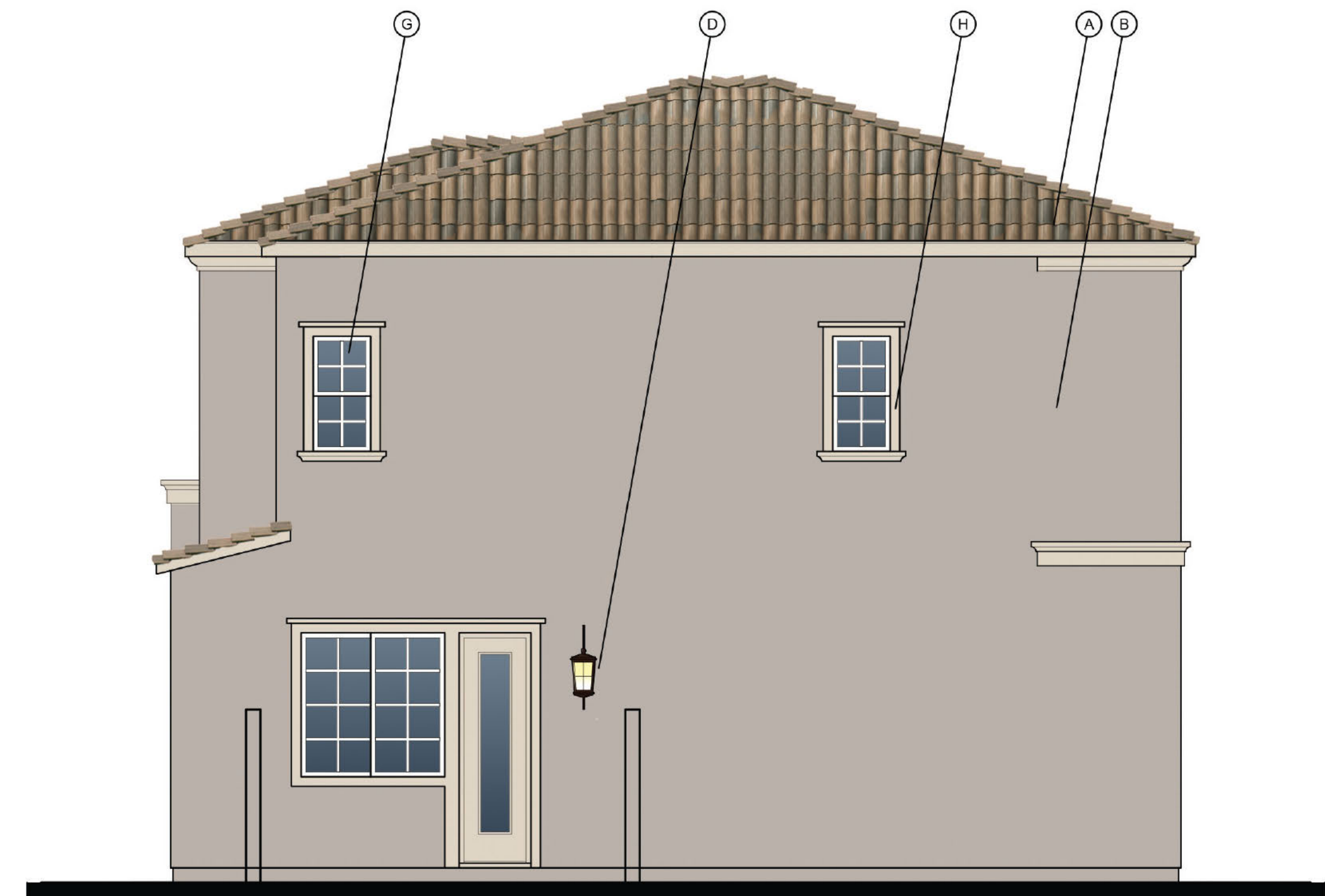
ROOF PLAN B
PITCH: 4.5:12
RAKE: 4"
EAVE: 6"
ROOF MATERIAL: CONCRETE 'S' TILE

- MATERIAL LEGEND**
- A. FLAT SLATE / CONCRETE 'S' TILE
 - B. STUCCO (COLOR VARIES)
 - C. ROLL UP GARAGE DOOR
 - D. DECORATIVE LIGHT FIXTURE
 - E. SIDING
 - F. DECORATIVE GABLE END DETAIL
 - G. VINYL WINDOW
 - H. WOOD POST
 - I. TRIM
 - J. METAL RAILING
 - K. DECORATIVE SHUTTER
 - L. DECORATIVE IRON WORK
 - M. BRICK VENEER
 - N. AWNING

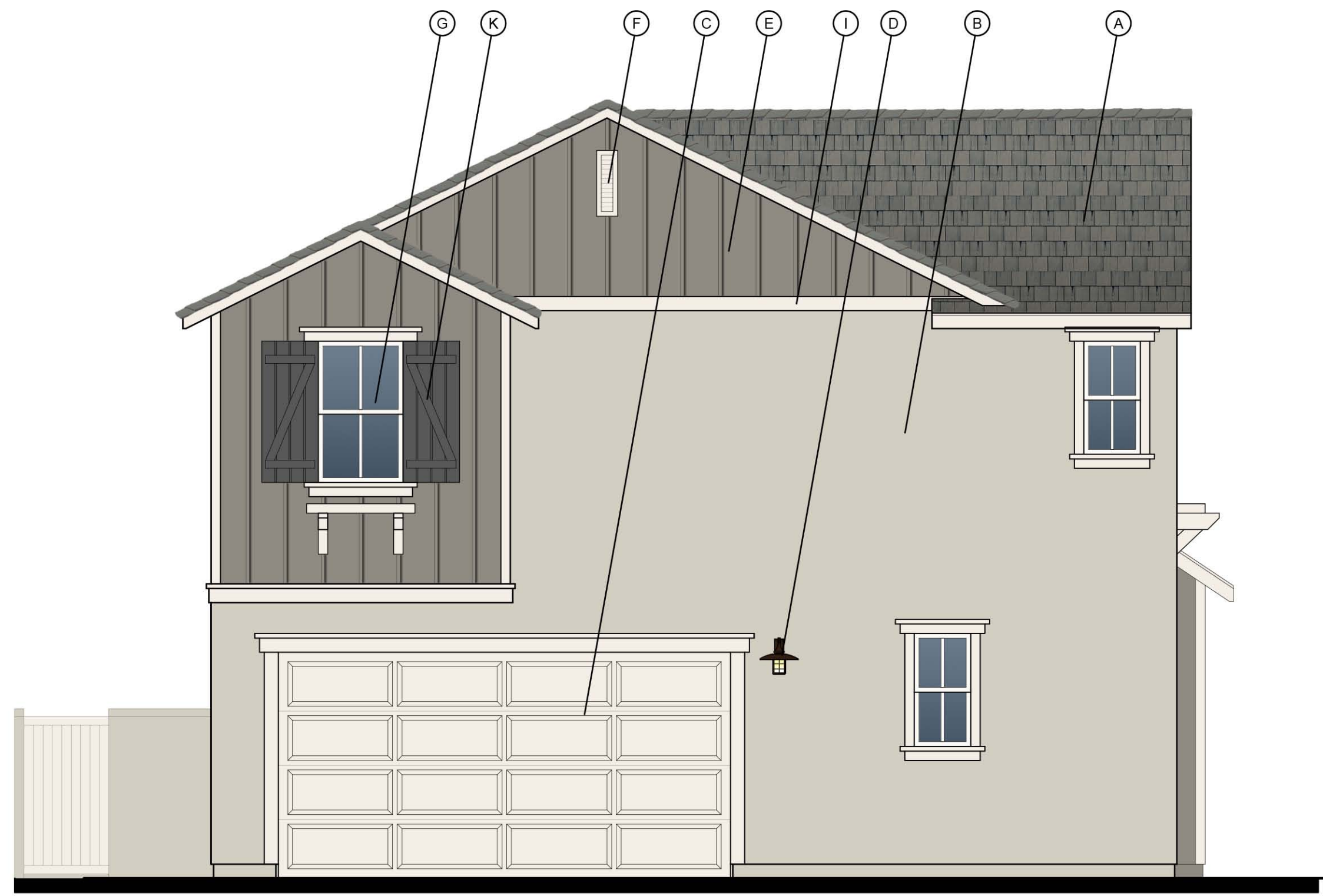


RIGHT

DASHED AT ENHANCED LOTS



REAR

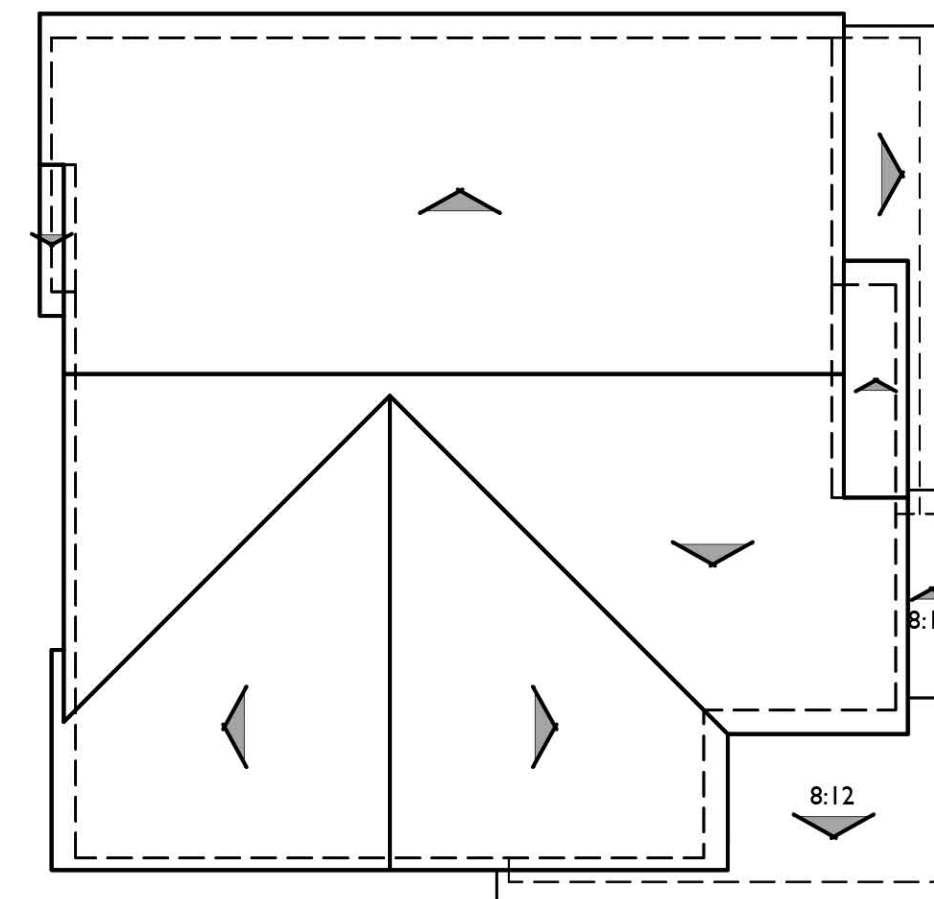


LEFT



FRONT
SCHEME 8

C - FARMHOUSE
1/4"=1'-0"

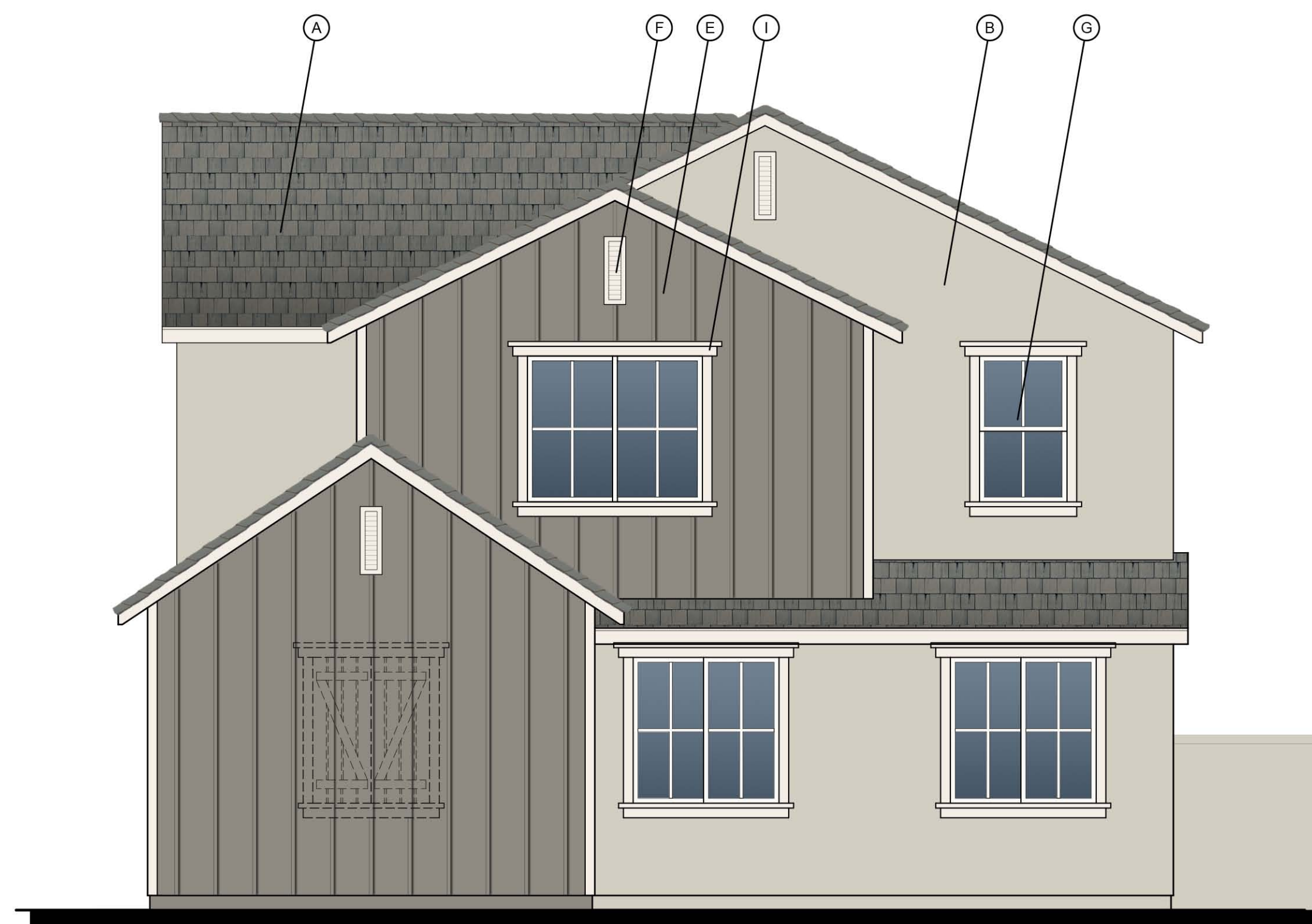


ROOF PLAN C

PITCH: 6:12
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: FLAT CONCRETE TILE

MATERIAL LEGEND

- A. FLAT SLATE / CONCRETE 'S' TILE
- B. STUCCO (COLOR VARIES)
- C. ROLL UP GARAGE DOOR
- D. DECORATIVE LIGHT FIXTURE
- E. BOARD & BATTEN SIDING
- F. DECORATIVE GABLE END DETAIL
- G. VINYL WINDOW
- H. FOAM EAVE
- I. CEMENTITIOUS TRIM
- J. METAL RAILING
- K. DECORATIVE SHUTTER
- L. METAL POT SHELF
- M. DECORATIVE TILE

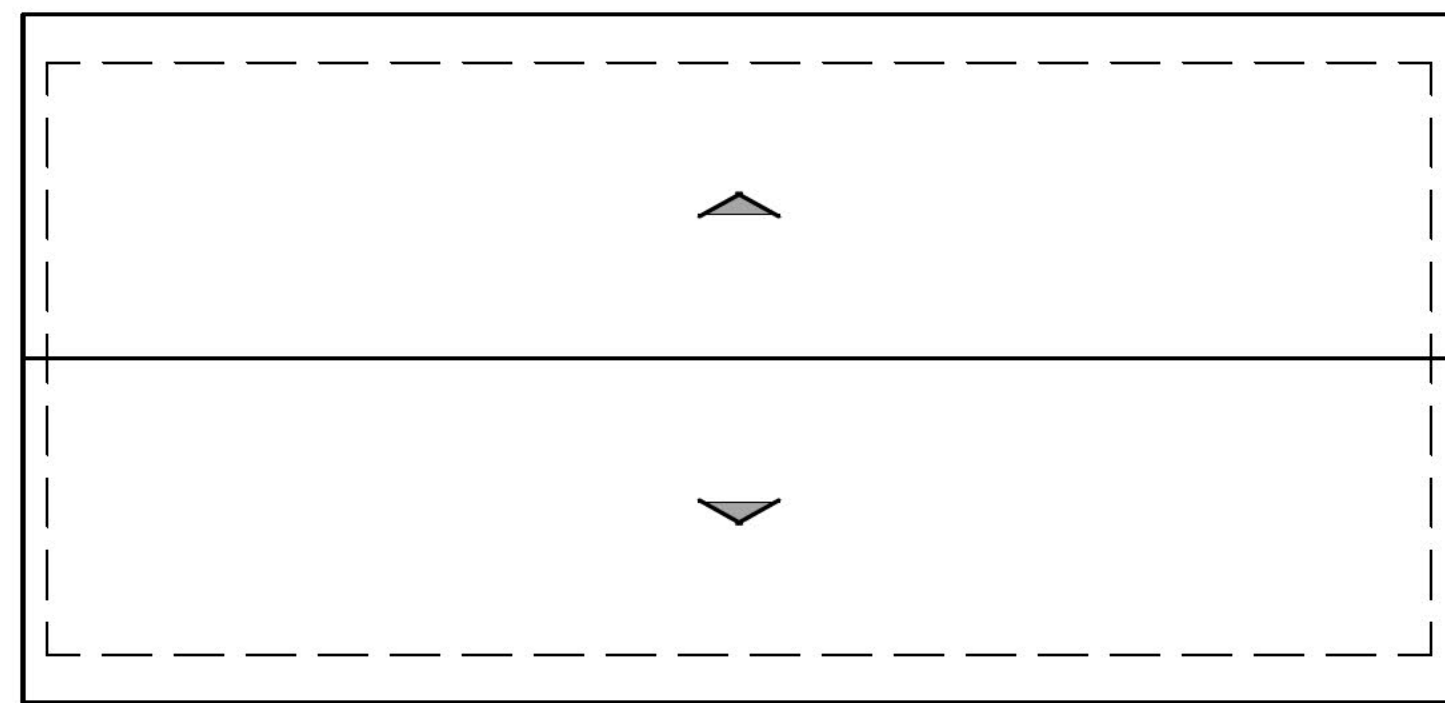


RIGHT

DASHED AT ENHANCED LOTS



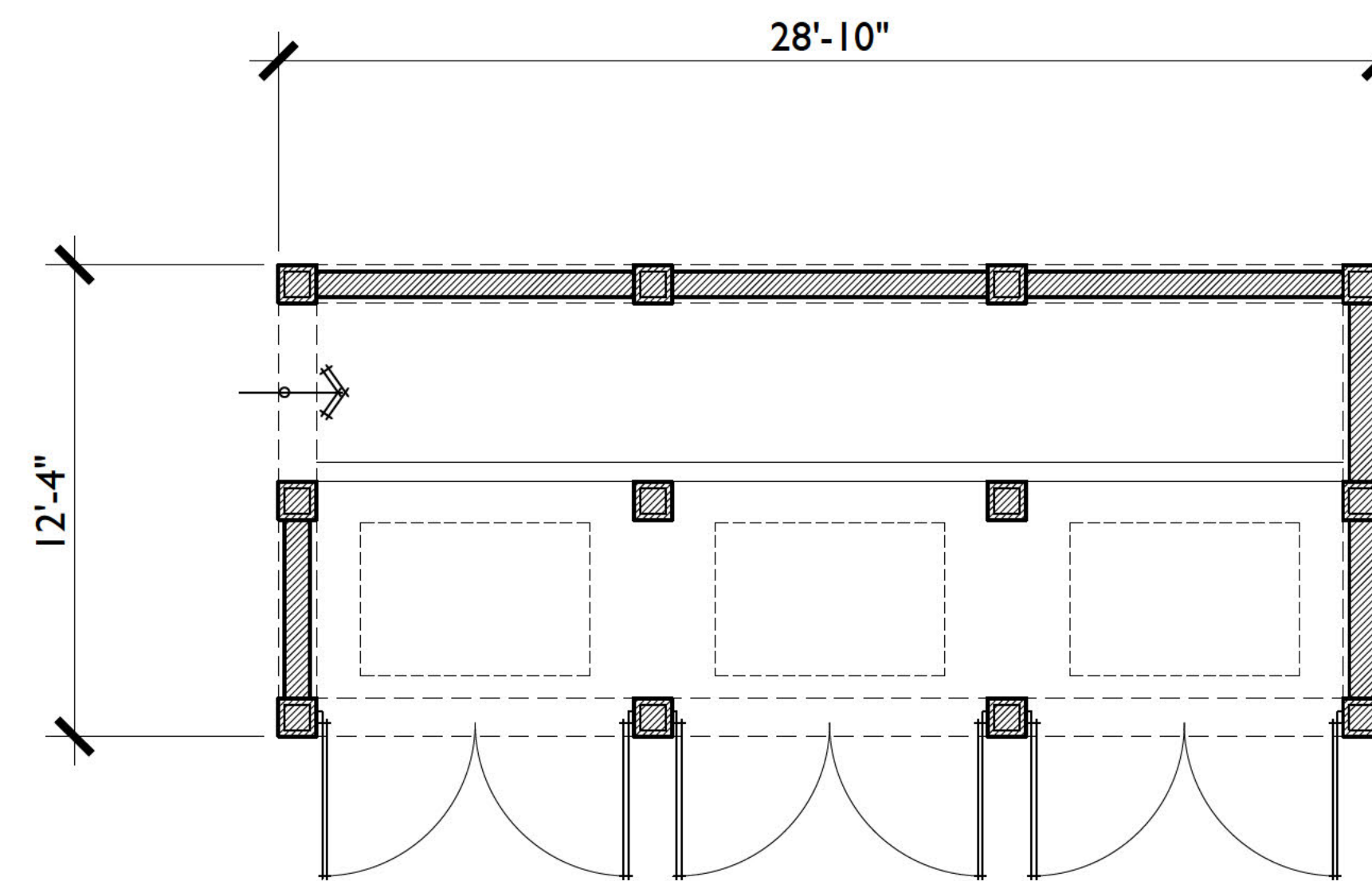
REAR



ROOF PLAN

A

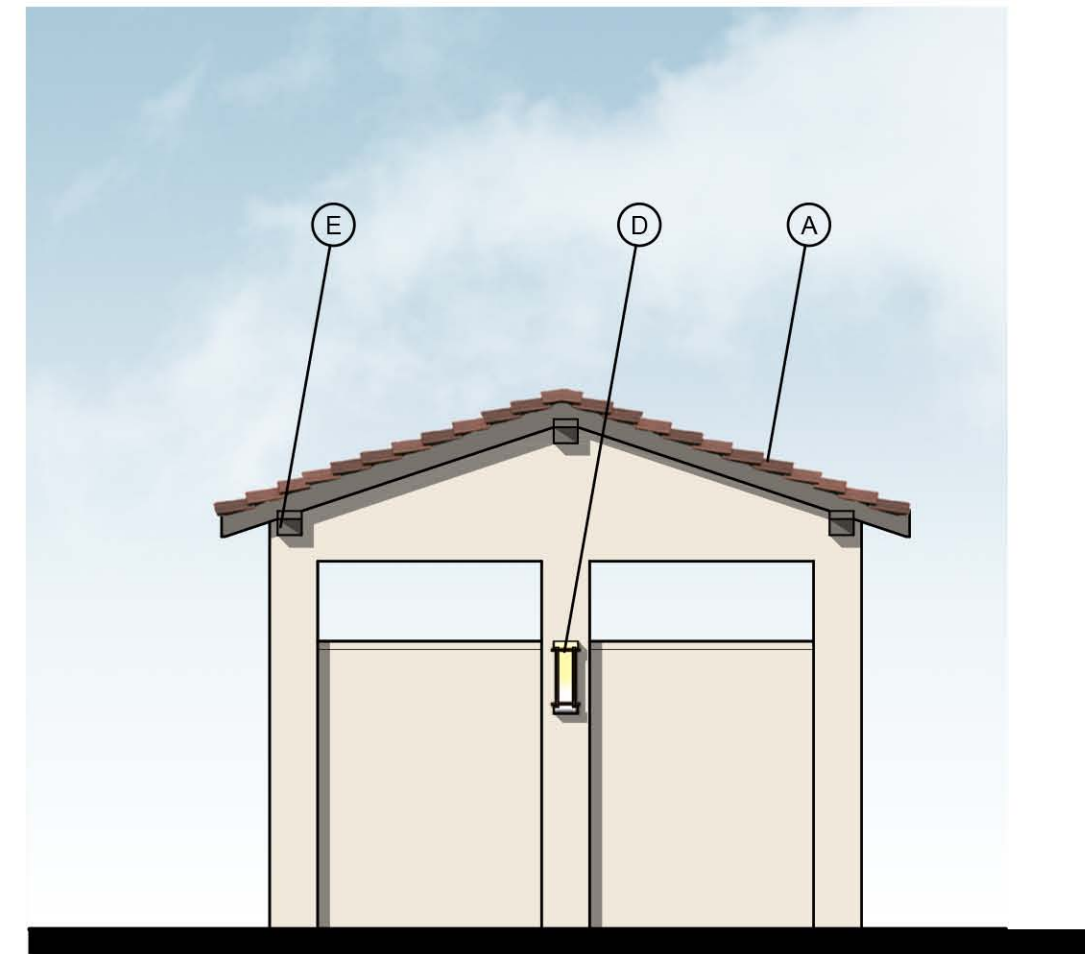
PITCH: 3:12
 RAKE: 6"
 EAVE: 12"
 ROOF MATERIAL: CONCRETE 'S' TILE



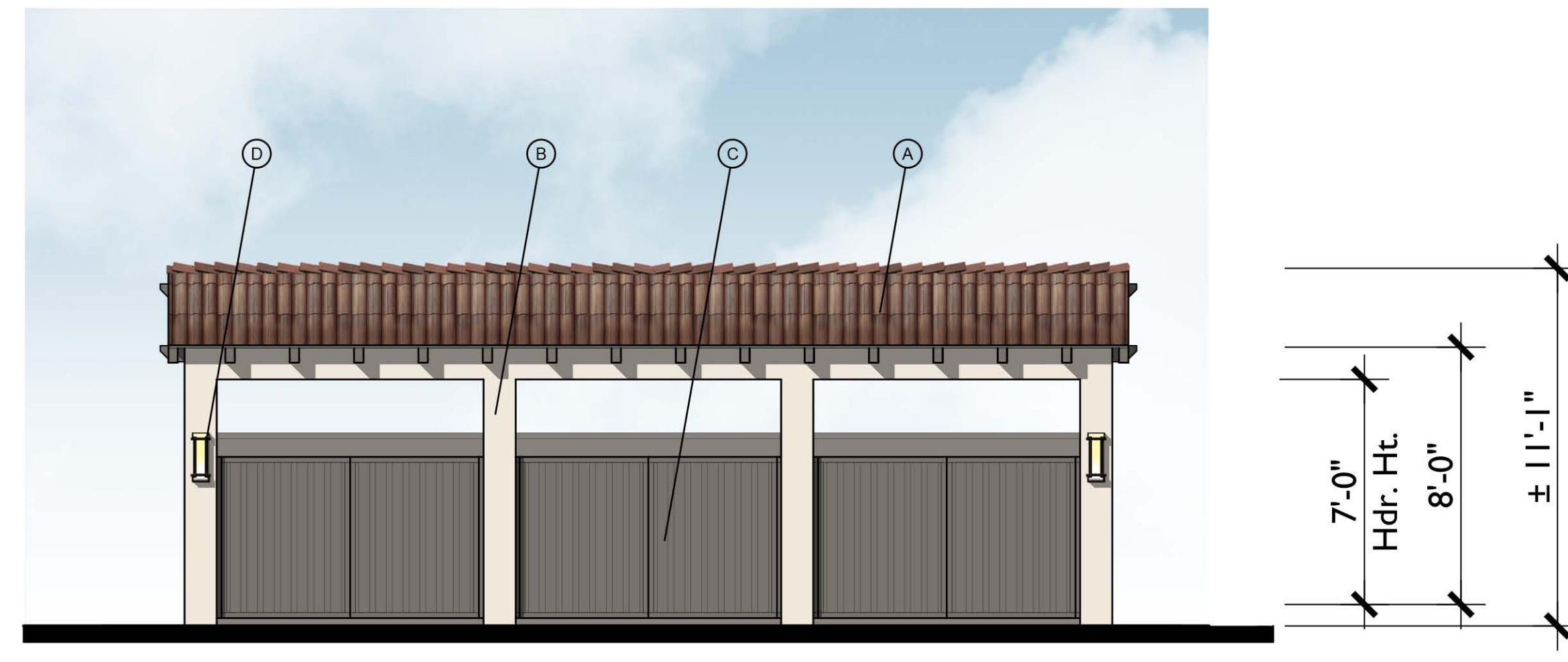
TRASH ENCLOSURE
 342 SQ. FT.

FLOOR AREA TABLE	
TRASH ENCLOSURE	342 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

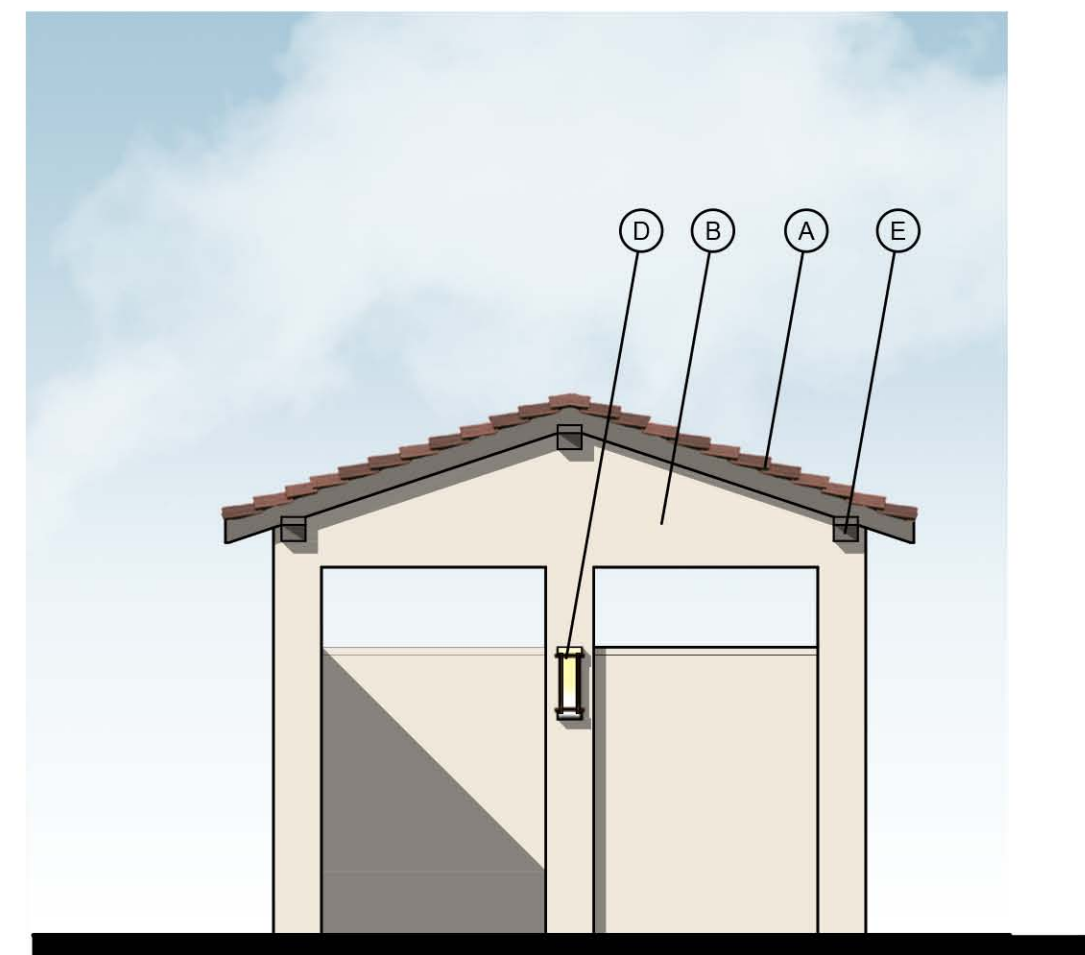


RIGHT

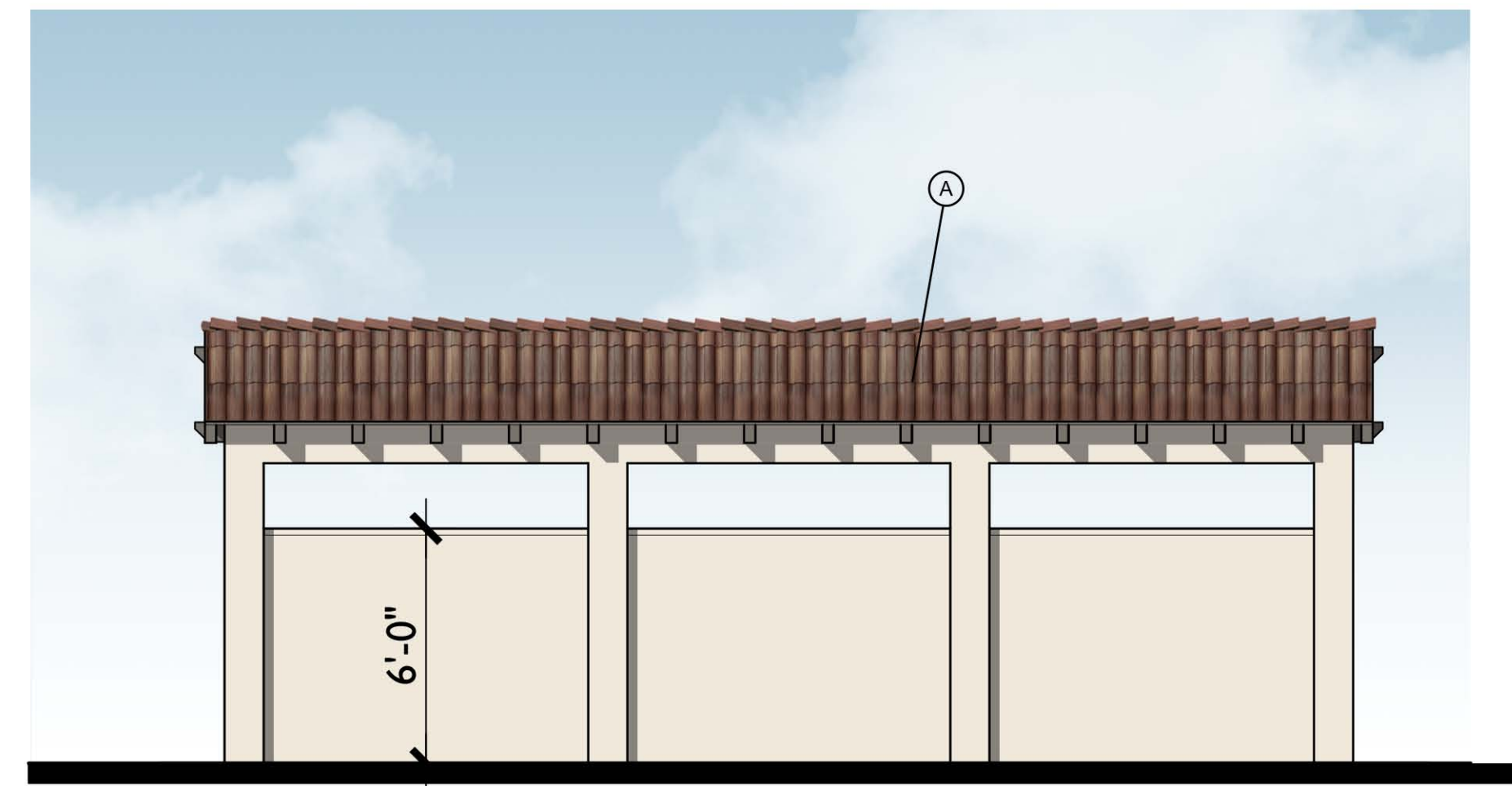


FRONT

A



LEFT



REAR

- MATERIAL LEGEND**
 A. FLAT SLATE / CONCRETE 'S' TILE
 B. STUCCO (COLOR VARIES)
 C. METAL GATE
 D. DECORATIVE LIGHT FIXTURE
 E. DECORATIVE CORBEL

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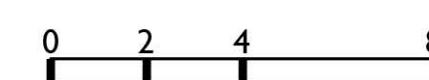
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TRASH ENCLOSURE - A

Elevations

ONTARIO PA27

Ontario, Ca



366.21024

07.22.21

LENNAR

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDEV21-019, A DEVELOPMENT PLAN TO CONSTRUCT 73 SINGLE-FAMILY CLUSTER HOMES ON 5.99 ACRES OF LAND BOUNDED BY MERRILL AVENUE TO THE NORTH, SOUTHERN CALIFORNIA EDISON EASEMENT TO THE WEST, AND THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF EASTVALE TO THE SOUTH, WITHIN PA 27 OF THE SUBAREA 29 SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-331-42.

WHEREAS, LENNAR HOMES OF CALIFORNIA, INC. ("Applicant") has filed an Application for the approval of a Development Plan, File No. PDEV21-019, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 5.99 acres of land bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, and is presently vacant; and

WHEREAS, the property to the north of the Project site is within the Planning Area 28 (Conventional Medium Lot) land use designation of the Subarea 29 Specific Plan and is currently being developed with residential land uses. The property to the south is developed within the PRD (Planned Residential Development) and R-1 land use districts within the City of Eastvale and is developed with residential land uses. The property to the west is the SCE Corridor land use designation within the Subarea 29 Specific Plan and is developed with Southern California Edison 180-foot-tall transmission towers and power lines (115kV); and

WHEREAS, on October 22, 2021, the Applicant submitted the subject Development Plan (File No. PDEV21-019) to facilitate the development of Tract 20389 with 73 single-family cluster homes within Planning Area 27 of the Subarea 29 Specific Plan; and

WHEREAS, the proposed motorcourt cluster product is characterized by a private lane constructed with decorative pavers that provides garage access to each unit, with the main entrances of the units fronting the street or paseo. Each unit will be provided with a 2-car garage and 4 uncovered motorcourt parking spaces within a typical cluster setting; and

WHEREAS, there is a total of three, two-story floor plans and one, three-story floor plan proposed, each with three elevations per plan. All plans incorporate various design

features, such as a mix of one-, two-, and three-story massing, varied entries, second floor laundry facilities, loft, kitchen, open dining, and great room/living areas; and

WHEREAS, the Project will have two access points from Merrill Avenue, which runs east-west along the Project's northern frontage. The developer will construct the interior private neighborhood streets of Ferguson Privado and Cantona Paseo; and

WHEREAS, the Subarea 29 Specific Plan and the Ontario Development Code require a two-car garage for single-family residential units. The Project has provided a two-car garage for each unit, 32 motorcourt parking spaces, and 30 on-street parking spaces, for a total of 208 parking spaces, exceeding the required number of parking spaces by 43 spaces; and

WHEREAS, the architectural philosophy of the Subarea 29 Specific Plan is based on architectural styles found in Ontario's historic neighborhoods. The proposed architectural styles include a contemporary modern interpretation of the Spanish Colonial, Farmhouse, and Andalusian styles; and

WHEREAS, Tract Map No. 20389 facilitated the construction of sidewalks, parkways, and open space areas within the Project site. The Policy Plan (Policy PR1-6) requires new developments to provide a minimum of 2 acres of private park per 1,000 residents. The proposed Project is required to provide 0.56-acre of parkland to meet the minimum TOP private park requirement and 0.72-acre of parkland have been provided, exceeding the minimum requirement; and

WHEREAS, all major backbone improvements and interior site improvements will be constructed in congruence with the related Tract Map. The Applicant will also obtain an encroachment permit to conduct work within the public rights-of-way. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan ("PWQMP"), which establishes the Project's compliance with storm water discharge/water quality requirements. Additionally, the Project is consistent with the previously approved Development Agreement (File No. PDA16-001) that required all major backbone infrastructure improvements within the Subarea 29 Specific Plan; 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 environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No.

2004011009) was approved by the City Council on June 15, 2021, and this Application introduces no new significant 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 Planning Commission the responsibility and authority to review and act on 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 ("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, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 20, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Decision No. DAB22-018, recommending the Planning Commission approve the Application; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the decision-making authority for the Project, the Planning Commission 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 Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) was approved by the City Council on June 15, 2021; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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 decision making authority for the Project, the PC 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project will be consistent with the number of dwelling units (73 units) and density (12.2 DU/AC) within Planning Area 27, as specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 decision-making authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

The Project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As the decision-making authority for the Project, the PC has reviewed and considered the facts and information contained in the Application and supporting documentation against the 2011 California Airport Land Use Planning Handbook compatibility factors. As a result, the PC therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the Handbook, subject to conditions.

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

(1) ***The proposed development at the proposed location is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Project is located within the Low-Density Residential land use district of the Policy Plan Land Use Map, and the Cluster Homes (Planning Area 27) land use district of the Subarea 29 Specific Plan. The development standards and conditions under which the proposed Project will be constructed and maintained, is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed development is compatible with those on adjoining sites in relation to location of buildings, with particular attention to privacy, views, any physical constraint identified on the site and the characteristics of the area in which the site is located.*** The Project has been designed consistent with the requirements of the City of Ontario Development Code and the Cluster Homes (Planning Area 27) land use district of the Subarea 29 Specific Plan, including standards relative to the particular land use proposed (single-family homes), as-well-as building intensity,

building and parking setbacks, building height, number of off-street parking and loading spaces, on-site and off-site landscaping, and fences, walls and obstructions.

(3) ***The proposed development will complement and/or improve upon the quality of existing development in the vicinity of the project and the minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project.*** The Planning Commission has required certain safeguards, and impose certain conditions of approval, which have been established to ensure that: [i] the purposes of the Cluster Homes (Planning Area 27) land use district of the Subarea 29 Specific Plan are maintained; [ii] the Project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the Project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan, and the Subarea 29 Specific Plan. Additionally, the environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) was approved by the City Council on June 15, 2021. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts.

(4) ***The proposed development is consistent with the development standards and design guidelines set forth in the Development Code, or applicable specific plan or planned unit development.*** The proposed Project has been reviewed for consistency with the general development standards and guidelines of the Cluster Homes (Planning Area 27) land use district of the Subarea 29 Specific Plan that are applicable to the proposed Project, including building intensity, building and parking setbacks, building height, amount of off-street parking and loading spaces, parking lot dimensions, design and landscaping, bicycle parking, on-site landscaping, and fences and walls, as-well-as those development standards and guidelines specifically related to the particular land use being proposed (residential homes). As a result of this review, the Planning Commission has determined that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the development standards and guidelines described in the Subarea 29 Specific Plan. Additionally, the Development Plan complies with all provisions of Cluster Homes: Motorcourt Cluster D (8-Plex) Development Standards of the Subarea 29 Specific Plan.

SECTION 6: Planning Commission Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby APPROVES the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: *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 8: *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 9: *Certification to Adoption.* The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

**File No. PDEV21-019
Departmental Conditions of Approval**

(Departmental conditions of approval to follow this page)

Date Prepared: 6/14/2022
File No: PDEV21-019
Related Files: PMTT20-012 / TM 20389

Project Description: A hearing to consider a Development Plan to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, within the PA 27 of the Subarea 29 Specific Plan; (APN: 0218-331-42); **submitted by Lennar Homes of California, Inc..**

Prepared By: Jeanie Irene Aguilo, Associate Planner
Phone: 909.395.2418 (direct)
Email: jaguilo@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Time Limits.

(a) Development Plan approval shall become null and void 2 years following the effective date of application approval, unless a building permit is issued and construction is commenced, and diligently pursued toward completion, or a time extension has been approved by the Planning Director. This condition does not supersede any individual time limits specified herein, or any other departmental conditions of approval applicable to the Project, for the performance of specific conditions or improvements.

2.2 General Requirements. The Project shall comply with the following general requirements:

(a) All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape

and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department.

(b) The project site shall be developed in conformance with the approved plans on file with the City. Any variation from the approved plans must be reviewed and approved by the Planning Department prior to building permit issuance.

(c) The herein-listed conditions of approval from all City departments shall be included in the construction plan set for project, which shall be maintained on site during project construction.

2.3 Landscaping.

(a) The Project shall provide and continuously maintain landscaping and irrigation systems in compliance with the provisions of Ontario Development Code Division 6.05 (Landscaping).

(b) Comply with the conditions of approval of the Planning Department; Landscape Planning Division.

(c) Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by Ontario Development Code Division 6.05 (Landscaping) have been approved by the Landscape Planning Division.

(d) Changes to approved Landscape and Irrigation Construction Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Landscape Planning Division, prior to the commencement of the changes.

2.4 Walls and Fences. All Project walls and fences shall comply with the requirements of Ontario Development Code Division 6.02 (Walls, Fences and Obstructions).

2.5 Parking, Circulation and Access.

(a) The Project shall comply with the applicable off-street parking, loading and lighting requirements of City of Ontario Development Code Division 6.03 (Off-Street Parking and Loading).

(b) All drive approaches shall be provided with an enhanced pavement treatment. The enhanced paving shall extend from the back of the approach apron, into the site, to the first intersecting drive aisle or parking space.

(c) Areas provided to meet the City's parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

(d) The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

(e) Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

(f) Bicycle parking facilities, including bicycle racks, lockers, and other secure facilities, shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

2.6 Site Lighting.

(a) All off-street parking facilities shall be provided with nighttime security lighting pursuant to Ontario Municipal Code Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch.

(b) Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property.

2.7 Mechanical and Rooftop Equipment.

(a) All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

(b) All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened through the use of landscaping and/or decorative low garden walls.

2.8 Security Standards. The Project shall comply with all applicable requirements of Ontario Municipal Code Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

2.9 Signs. All Project signage shall comply with the requirements of Ontario Development Code Division 8.1 (Sign Regulations).

2.10 Sound Attenuation. The Project shall be constructed and operated in a manner so as not to exceed the maximum interior and exterior noised levels set forth in Ontario Municipal Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).

2.11 Covenants, Conditions and Restrictions (CC&Rs)/Mutual Access and Maintenance Agreements.

(a) CC&Rs shall be prepared for the Project and shall be recorded prior to the issuance of a building permit.

(b) The CC&Rs shall be in a form and contain provisions satisfactory to the City. The articles of incorporation for the property owners association and the CC&Rs shall be reviewed and approved by the City.

(c) CC&Rs shall ensure reciprocal parking and access between parcels.

(d) CC&Rs shall ensure reciprocal parking and access between parcels, and common maintenance of:

(i) Landscaping and irrigation systems within common areas;

(ii) Landscaping and irrigation systems within parkways adjacent to the project site, including that portion of any public highway right-of-way between the property line or right-of-way boundary line and the curb line and also the area enclosed within the curb lines of a median divider (Ontario Municipal Code Section 7-3.03), pursuant to Ontario Municipal Code Section 5-22-02;

(iii) Shared parking facilities and access drives; and

(iv) Utility and drainage easements.

(e) CC&Rs shall include authorization for the City's local law enforcement officers to enforce City and State traffic and penal codes within the project area.

(f) The CC&Rs shall grant the City of Ontario the right of enforcement of the CC&R provisions.

(g) A specific methodology/procedure shall be established within the CC&Rs for enforcement of its provisions by the City of Ontario, if adequate maintenance of the development does not occur, such as, but not limited to, provisions that would grant the City the right of access to correct maintenance issues and assess the property owners association for all costs incurred.

2.12 Disclosure Statements.

(a) A copy of the Public Report from the Department of Real Estate, prepared for the subdivision pursuant to Business and Professions Code Section 11000 et seq., shall be provided to each prospective buyer of the residential units and shall include a statement to the effect that:

(i) This tract is subject to noise from the Ontario International Airport and may be more severely impacted in the future.

(ii) Some of the property adjacent to this tract is zoned for agricultural uses and there could be fly, odor, or related problems due to the proximity of animals.

(iii) The area south of Riverside Drive lies within the San Bernardino County Agricultural Preserve. Dairies currently existing in that area are likely to remain for the foreseeable future.

(iv) This tract is part of a Landscape Maintenance District. The homeowner(s) will be assessed through their property taxes for the continuing maintenance of the district.

2.13 Environmental Review.

(a) The environmental impacts of this project were previously reviewed in conjunction with File Nos. PSPA20-006 and PMTT20-012, for which an Addendum to the Subarea 29 Specific Plan Environmental Impact Report (State Clearinghouse No. 2004011009) was approved by the City Council on June 15, 2021. This application introduces no new significant environmental impacts. The City's "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. The previously adopted mitigation measures shall be a condition of project approval, and are incorporated herein by this reference.

(b) If human remains are found during project grading/excavation/construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and Native American consultation has been completed (if deemed applicable).

(c) If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

2.14 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 any approval of the City of Ontario, whether by its City Council, Planning Commission or other authorized board or officer. 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.

2.15 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

(b) After the Project's entitlement approval, and prior to issuance of final building permits, the Planning Department's Plan Check and Inspection fees shall be paid at the rate established by resolution of the City Council.

2.16 Additional Requirements.

(a) Final sets of plans shall be provided after project approval per the directions to be provided by the Planning Department.

(b) Final project details, including but not limited to, architecture, grading, landscaping, and recreation facilities shall be subject to review and approval as part of the Plan Check process.

(c) The model sales office shall require review and approval of a Temporary Use Permit, to be submitted prior to Planning approval of building plan checks pertaining to model sales units.

(d) All conditions of approval from all other City agencies and departments shall be complied with.



CITY OF ONTARIO MEMORANDUM

ENGINEERING DEPARTMENT CONDITIONS OF APPROVAL

(Land Development Section, Environmental Section, Traffic & Transportation Division, Ontario Municipal Utilities Company and Broadband Conditions incorporated)

PROJECT ENGINEER: Raymond Lee, P.E., Assistant City Engineer (909) 395-2104 *RL*

PROJECT PLANNER: Jeanie I. Agullo, Associate Planner (909) 395-2418

DAB MEETING DATE: June 14, 2022

PROJECT NAME/DESCRIPTION: PDEV21-019, a Development Plan approval to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land within PA 27 of the Subarea 29 Specific Plan

LOCATION: Merrill Avenue to the north, SCE Easement to the west, SBCFD to the south, and City of Eastvale to the east (APN: 0218-331-42)

APPLICANT: Lennar Homes of California, Inc.

REVIEWED BY:

Bryan Lirley
Bryan Lirley, P.E.
Assistant City Engineer

6/14/22
Date

APPROVED BY:

Khoi Do
Khoi Do, P.E.
City Engineer

6.14.22
Date

THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE GENERAL STANDARD CONDITIONS OF APPROVAL ADOPTED BY THE CITY COUNCIL (RESOLUTION NO. 2017-027) AND THE PROJECT SPECIFIC CONDITIONS OF APPROVAL SPECIFIED IN HEREIN. ONLY APPLICABLE CONDITIONS OF APPROVAL ARE LISTED BELOW. THE APPLICANT SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL APPLICABLE CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF PERMITS AND/OR OCCUPANCY CLEARANCE, AS SPECIFIED IN THIS REPORT. SEE ATTACHED EXHIBIT 'A' FOR PLAN CHECK SUBMITTAL REQUIREMENTS.

1. The Applicant/Developer shall comply with the Conditions of Approval issued for PMTT20-012/TM-20389 and PSPA20-006.
2. Prior to the recordation of TM-20389, the Applicant/Developer shall record a Quit Claim deed to transfer the portions of Lot B and all of Lot I from the City of Ontario to the Developer.
3. Tract Map No. 20389 shall be recorded with an easement dedicated to the City of Ontario for landscape, trail, sidewalk, public utility, approved public access or any other lawful public purposes, as shown on Tract Map No. 20389. In addition, Tract Map No. 20389 shall include an abandonment note of any rights per Tract Map No. 17821 over those portions of Lot B and all of Lot I per the recorded Quit Claim Deed.
4. The proposed Public Utility Easement shall cover all fiber optic improvements to be owned and maintained by the City including, but not limited to, handholes.

Project File No. PDEV21-019
Project Engineer: Raymond Lee
DAB Date: 6/14/2022

5. The applicant/developer shall be responsible to acquire all necessary right-of-way to construct the required public improvements including, but not limited to, the proposed connection to the existing trail on the SCE Easement property.
6. Provide evidence of sufficient water availability equivalents (Certificate of Net MDD Availability)
7. Provide evidence of sufficient storm water capacity availability equivalents (Certificate of Storm Water Treatment Equivalents) for the use of the Mill Creek Wetlands for water quality compliance.
8. The attached standard Fiber Optic Conditions of Approval shall apply (Exhibit 'B').
9. The attached Conditions of Approval from the Ontario Municipal Utilities Company (OMUC) shall apply (Exhibit 'C').

EXHIBIT 'A'

**ENGINEERING DEPARTMENT
First Plan Check Submittal Checklist**

Project Number: PDEV21-019

The following items are required to be included with the first plan check submittal:

1. **A copy of this check list**
2. **Payment of fee for Plan Checking**
3. **One (1) copy of Engineering Cost Estimate (on City form) with engineer's wet signature and stamp**
4. **One (1) copy of project Conditions of Approval**
5. **Include a PDF (electronic submittal) of each required improvement plan at every submittal**
6. Two (2) sets of Domestic and Recycled Water demand calculations (include water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size)
7. Three (3) sets of Public Street improvement plan with street cross-sections
8. Three (3) sets of Public Street Light improvement plan
9. Three (3) sets of Signing and Striping improvement plan
10. Two (2) sets of the Site plan with proposed public street and utility improvements
11. Two (2) sets of Delta Revision Plans to Record Street, Street Light, and/or Signing & Striping Drawings which reflect the proposed public street improvements
12. Two (2) sets of Delta Revision Plans to Record Domestic Water, Recycled Water, and/or Sewer Drawings which reflect the installation of the proposed service laterals, and/or abandonment of unused existing service laterals
13. Three (3) sets of Wet Utility plans within public right-of-way (at a minimum the plans must show existing and ultimate right-of-way, curb and gutter, proposed utility location including centerline dimensions, wall to wall clearances between proposed utility and adjacent public line, street work repaired per Standard Drawing No. 1306. Include Auto CAD electronic submittal)
14. Two (2) sets of Dry Utility plans within public right-of-way (at a minimum the plans must show existing and ultimate right-of-way, curb and gutter, proposed utility location including centerline dimensions, wall to wall clearances between proposed utility and adjacent public line, street work repaired per Standard Drawing No. 1306. Include AutoCAD electronic submittal)
15. Two (2) copies of Water Quality Management Plan (WQMP), including one (1) copy of the approved Preliminary WQMP (PWQMP)
16. One (1) copy of Hydrology/Drainage study
17. One (1) copy of Soils/Geology report
18. **Quit Claim Deed**
19. **All items required for TM-20389 if those items are not completed as part of TM-20389**
20. **Final Utilities System Map (USM)**

EXHIBIT 'B'
Standard Fiber Optic Conditions of Approval

1. The City of Ontario is developing a fiber-optic telecommunications system throughout the city commonly known as OntarioNet. The fiber-optic telecommunications system is capable of providing advanced Internet/data services to homes and businesses in feasible areas within the city. OntarioNet will provide community related services including: traffic management; online civic services; meter reading; educational services; and a variety of other community services. OntarioNet and the high-speed data services it provides will keep the city on par with the modern workforce and ever changing lifestyles of the people and the community.
2. Communication systems proposed for on-site facilities will be placed underground within a duct and structure system to be installed by the developer. Maintenance of the installed system will be the responsibility of the City and/or Special District fiber optic entity and not that of the developer, private homeowners association or private homeowners. Development of the project requires the installation by the developer of all fiber optic infrastructure necessary to service the project as a standalone development.
3. The City requires public utility easement for fiber optics on all private aisles/alley ways.
4. Trenching, joint trenching, and boring shall be used to install the fiber-optic conduits. Fiber-optic conduit placement will generally be in a joint trench with Street Light conduits or in a separate trench/bore and in the Right-of-Way (ROW) generally placed behind the sidewalk. Resulting conduit placement generally, will be on the north side of street and the east side of street based on the direction of the street. Properly sized handholes shall be placed along the conduit path no greater than 500-feet apart in major streets and no greater than 300-feet apart within in-tract community streets. Handholes shall be strategically placed to allow for efficient entrance into commercial buildings, and residential properties and multi-dwelling units.
5. Structured Wiring – An integrated structured wiring system (low-voltage wiring) provides infrastructure for today's technology applications and the framework for the future technology advances. Requirements and benefits of a structured wiring system include:
 - Residential (single-family and multi-family), commercial and industrial developments shall adhere to the City's Structured Wiring ordinance
 - Allows for uniform receipt & distribution of technology services
 - Ensures scalability of wiring for future technology advances
 - Provides consistent & identical wiring protocols throughout developments
 - Enables the property infrastructure to interface efficiently with broadband networks for highest bandwidth capacity
 - Adoption of these standards will minimize retrofitting required to ensure new property owners are capable of the latest technologies and services

6. **Building Entrance (Multi-family and Commercial)** - From the nearest handhole to the building entrance, design and install fiber optic conduit at a minimum depth of 36-inches. Trenching shall be per City Standard for Commercial Buildings. (1) 2-inch HDPE SDR-11 (Smoothwall) roll pipe (Orange) duct. Install locate/tracer wires minimum 12AWG within conduit bank and fiber warning tape 18-inch above the uppermost duct.
7. Multi-family and commercial properties shall terminate conduit in an electrical room adjacent to the wall no less than five inches above the finished floor. A 20" width X length 36" space shall be reserved on the plywood wall for OntarioNet equipment. This space shall be labeled "OntarioNet Only". Ontario Conduit shall be labeled "OntarioNet".
8. A minimum 13/16 millimeter microduct joint use telecommunications conduit with pull-rope from the multi-family or commercial building communal telecomm/electrical room/closet to each multifamily or commercial building unit shall be installed. See Structured Wiring Checklist on City's website for additional details.
9. A Fiber Optics Improvement Design Plan sheet should be part of the Design Plan submission and should be provided in digital format (PDF) as well, on future revisions.



CITY OF ONTARIO MEMORANDUM



DATE: June 2, 2022
TO: Raymond Lee, Engineering Department
CC: Jeanie Aguilo, Planning Department
FROM: Heather Young, Utilities Engineering Department
 Eric Woosley, Utilities Engineering Department
SUBJECT: DPR #3 – Utilities Conditions of Approval (#8449)
PROJECT NO.: PDEV21-019

BRIEF DESCRIPTION:

A Development Plan approval to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land, bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, within the PA 27 of the Subarea 29 Specific Plan (APN: 0218-331-42). (Related File: PSPA20-006, PMTT20-012/TTM 20389).

THIS SUBMITTAL IS COMPLETE AND RECOMMENDED FOR APPROVAL.

CONDITIONS OF APPROVAL: *The Ontario Municipal Utilities Company (OMUC) Utilities Engineering Division recommends this application for approval subject to the conditions outlined below and compliance with the City's Design Development Guidelines, Specifications Design Criteria, and City Standards. The Applicant shall be responsible for the compliance with and the completion of all the following applicable Conditions of Approval prior to the following milestones and subject to compliance with City's Design Development Guidelines, Specifications Design Criteria, and City Standards:*

Note: *Solid Waste Conditions will not be provided hereon. The Public Works Agency's Integrated Waste Department will provide conditions separate from the Ontario Municipal Utilities Company's Utilities Engineering Division going forward.*

General Conditions:

1. **Standard Conditions of Approval:** Project shall comply with the requirements set forth in the Amendment to the Standard Conditions of Approval for New Development Projects adopted by the City Council (Resolution No. 2017-027) on April 18, 2017; as well as project-specific conditions/requirements as outlined below.

Prior to Issuance of Any Permits (Grading, Building, Demolition and Encroachment), the Applicant Shall:

General Conditions (Section 2.A, Other conditions):

2. **Inherited Requirements and Conditions of Approval:** This project is subject to all the Requirements and Conditions of Approval of related entitlements PMTT20-012 (TM-20389) and the Subarea 29 Specific Plan, as amended. Any conflict in Conditions of Approval and requirements, the Conditions of Approval below for this Project will supersede.
3. **Final Utilities Systems Map (USM):** Submit a Final Utilities Systems Map (USM) as part of the precise grading plan submittal that meets all the City's USM requirements. These requirements include to show and label all existing and proposed utilities (including all appurtenances such as backflow devices, DCDAs, etc.), sizes, points of connection, and any easements. The final utility design shall comply with all Division of Drinking Water (CCR §64572) Separation Requirements. See Utility Systems Map (USM) Requirements document for details.
4. **Public Utility Easements:** Any City of Ontario Public Utilities that will not be installed within the public Right-of-Way (RoW), shall be installed within a Public Utility Easement (PUE) and shall comply with the following requirements (as applicable, these requirements also apply to utilities in Public RoW and Public RoW/PUE combinations):

- a. The PUE shall be a minimum of 20 feet wide, centered on the utility main contained within it with 10 feet of PUE on each side of each main;
- b. The PUE shall be a minimum of 10 feet wide, centered on the utility services/laterals contained within it with 5 feet of PUE on each side of each service/lateral;
- c. The PUE shall be a minimum of 5 feet behind and 5 feet on each side of a water meter box, and 5 feet on each side of water apparatuses (fire hydrants, blowoffs, airvacs, etc);
 - i. For any above ground public water appurtenances (fire hydrants, blowoffs, airvacs, etc) that are behind non-raised curbs (no curb, 0" curb, roll curb, v-curb, or non-raised curb) or far enough back from curb or in a curve return, install bollard protect posts per Standard #4303 as required by Ontario Municipal Utilities Company field staff.
- d. The PUE shall not contain any storm water improvements (infiltration, detention, retention, bioswale, etc), landscaping with thick or intrusive root structures, or any permanent structures or overhangs of permanent structures;
- e. The PUE surface shall be improved and shall be designed to allow vehicle access over and along the full length and width of the utility main by any City maintenance vehicle;
- f. Within a PUE, all Department of Drinking Water (DDW) Water Main Separations per California Code of Regulations (CCR) §64572 shall be met between all Public City Utilities, Non-City Utilities, and Private utilities. Additionally, at minimum there shall be a 4 feet horizontal separation between each utility as measured between the outside walls of the utility pipelines, or in the case of a Joint Utility Trench, between the outside wall of the Joint Utility Trench and the outside wall of the Utility Pipeline.

Potable Water Conditions (Section 2.D, Other Conditions):

1. Irrigation Service: For landscape irrigation uses that are not served by Recycled Water, the landscape irrigation uses shall have a separate irrigation water service and meter with backflow prevention device connected to the Public Potable Water System separate from the domestic water uses and the onsite plumbing systems shall be also separate from each other.

Recycled Water Conditions (Section 2.E, Other Conditions):

1. Recycled Water Service: Construct the irrigation system so that the CFD landscaping fronting the Project along Merrill will be irrigated with recycled water. Any changes to the existing irrigation system shall require the Engineering Report (ER) to be updated and submitted to the City for review and approval of the City and the State.

Add to Exhibit 'A'- Engineering Department First Plan Check Submittal Checklist

1. Final Utilities System Map (USM)

AIRPORT LAND USE COMPATIBILITY PLANNING

CONSISTENCY DETERMINATION REPORT



Project File No.: PDEV21-019
 Address: SEC Merrill Avenue & SCE Easement
 APN: 0218-33-42
 Existing Land Use: Vacant
 Proposed Land Use: Development Plan to construct 73 single family units
 Site Acreage: 5.99 Proposed Structure Height: 38 FT
 ONT-IAC Project Review: n/a
 Airport Influence Area: ONT & Chino

Reviewed By: Lorena Mejia
 Contact Info: 909-395-2276
 Project Planner: Jeanie Aguilo
 Date: 07/7/2021
 CD No.: 2021-031
 PALU No.: n/a

The project is impacted by the following ONT ALUCP Compatibility Zones:

Safety	Noise Impact	Airspace Protection	Overflight Notification
<input type="radio"/> Zone 1	<input type="radio"/> 75+ dB CNEL	<input type="checkbox"/> High Terrain Zone	<input type="checkbox"/> Avigation Easement Dedication
<input type="radio"/> Zone 1A	<input type="radio"/> 70 - 75 dB CNEL	<input type="checkbox"/> FAA Notification Surfaces	<input type="checkbox"/> Recorded Overflight Notification
<input type="radio"/> Zone 2	<input type="checkbox"/> 65 - 70 dB CNEL	<input type="checkbox"/> Airspace Obstruction Surfaces	<input checked="" type="checkbox"/> Real Estate Transaction Disclosure
<input type="checkbox"/> Zone 3	<input type="checkbox"/> 60 - 65 dB CNEL	<input type="checkbox"/> Airspace Avigation Easement Area	
<input type="radio"/> Zone 4		Allowable Height: <u>200 FT +</u>	
<input type="radio"/> Zone 5			

The project is impacted by the following Chino ALUCP Safety Zones:

Zone 1
 Zone 2
 Zone 3
 Zone 4
 Zone 5
 Zone 6
 Allowable Height: 200 FT +

CONSISTENCY DETERMINATION

This proposed Project is: Exempt from the ALUCP
 Consistent
 Consistent with Conditions
 Inconsistent

The proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and Chino Airport was evaluated and found to be consistent with the policies and criteria of the Airport Land Use Compatibility Plan (ALUCP) for ONT and Chino Airport.

See Attached Conditions

Airport Planner Signature:

AIRPORT LAND USE COMPATIBILITY PLANNING

CONSISTENCY DETERMINATION REPORT

CD No.: 2021-031
PALU No.:

PROJECT CONDITIONS

The proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and was evaluated and found to be consistent with the Airport Land Use Compatibility Plan (ALUCP) for ONT. The applicant is required to meet the Real Estate Transaction Disclosure in accordance with California Codes (Business and Professions Code Section 11010-11024). New residential subdivisions within an Airport Influence Area are required to file an application for a Public Report consisting of a Notice of Intention (NOI) and a completed questionnaire with the Department of Real Estate and include the following language within the NOI:

NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

CITY OF ONTARIO
LANDSCAPE PLANNING DIVISION
 303 East "B" Street, Ontario, CA 91764

CONDITIONS OF APPROVAL

Sign Off

	6/8/2022
Jamie Richardson, Sr. Landscape Planner	Date

Reviewer's Name: Jamie Richardson, Sr. Landscape Planner	Phone: (909) 395-2615
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D.A.B. File No.: PDEV21-019	Case Planner: Jeanie Aguilo
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Project Name and Location:
 Lennar Subarea 29 – PA27 FairHaven - Lennar
 Tract 20389

Applicant/Representative:
 S/L Ontario Development Co LLC
 980 Montecito Drive #302
 Corona, CA 92879

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Preliminary Plans (dated 06/10/2022) have been approved considering that the following conditions below be met upon submittal of the landscape construction documents. |
| <input type="checkbox"/> | Preliminary Plans (dated) have not been approved. Corrections noted below are required before Preliminary Landscape Plan approval. |

A RESPONSE SHEET IS REQUIRED WITH RESUBMITTAL OR PLANS WILL BE RETURNED INCOMPLETE.

Landscape construction plans with plan check number may be emailed to:
landscapeplancheck@ontarioca.gov

Civil/ Site Plans

1. The future trail connection improvements will continue to be coordinated with SCE and the City of Ontario.
2. Show transformers set back 5' from paving all sides. Coordinate with landscape plans.
3. Show backflow devices set back 4' from paving all sides. Locate on level grade.
4. Locate utilities including light standards, fire hydrants, water, drain, and sewer lines to not conflict with required tree locations—coordinate civil plans with landscape plans.
5. Provide a utility clear space 8' wide in parkways 30' apart for street trees. Move water meters, drain lines, light standards to the utility minimum spacing and show utility lines at the edges of the parkway, toward the driveway apron, to allow space for street trees.
6. Note for compaction to be no greater than 85% at landscape areas. All finished grades at 1 ½" below finished surfaces. Slopes to be maximum 3:1.
7. Typical lot drainage shall include a catch basin with gravel sump below each before exiting the property if no other water quality infiltration is provided.

Landscape Plans

8. SCE Trail: Use larger-sized boulders and add more plantings to fill in the areas. Incorporate large accents; consider Prunus ilicifolia, Parkinsonia florida (Cercidium florida), Artemisia californica, Mimulus aurantiacus, or Dendromecon rigida.
9. Add notes to the plans to address the establishment period for the non-irrigated trail. Coordinate with the Parks and Maintenance Department on the notes and details that will be required in the conditions of approval and conceptual landscape plan; Brian Romero, Parks and Maintenance Supervisor (909) 395-2628.

10. Show and call out existing street trees, landscape, and irrigation to be protected in place. Add tree protection to plans.
11. Show concrete mowstrips to identify property lines along open areas or to separate ownership or between maintenance areas.
12. Residential projects shall include a stub-out for future backyard irrigation systems with anti-siphon valves. All single-family and multi-family residential front yards shall have landscape and irrigation.
13. Landscape construction plans shall meet the requirements of the Landscape Development Guidelines. See <http://www.ontarioca.gov/landscape-planning/standards>
14. After a project's entitlement approval, the applicant shall pay all applicable fees for landscape plan check and inspections at a rate established by resolution of the City Council.



CITY OF ONTARIO

MEMORANDUM

TO: Jeanie Irene Aguilo, Associate Planner
Planning Department

FROM: Mike Gerken, Deputy Fire Chief/Fire Marshal
Fire Department

DATE: May 24, 2021

SUBJECT: PDEV21-019 - A Development Plan approval to construct 73 single-family cluster homes (Lennar Homes) on 5.99 acres of land, bounded by Merrill Avenue to the north, Southern California Edison easement to the west, and the San Bernardino County Flood Control District and the City of Eastvale to the south, within the PA 27 of the Subarea 29 Specific Plan (APN: 0218-331-42). (Related File: PSPA20-006, PMTT20-012/TTM 20389)

-
- The plan **does** adequately address Fire Department requirements at this time.
- Standard Conditions of Approval apply, as stated below.

SITE AND BUILDING FEATURES:

- A. 2019 CBC Type of Construction: Type V
- B. Type of Roof Materials: Ordinary
- C. Ground Floor Area(s): Varies
- D. Number of Stories: 2 – 3 Stories
- E. Total Square Footage: 1,470 Sq. Ft. to 1,801 Sq. Ft.
- F. 2019 CBC Occupancy Classification(s): R-2

CONDITIONS OF APPROVAL:

1.0 GENERAL

- ☒ 1.1 The following are the Ontario Fire Department (“Fire Department”) requirements for this development project, based on the current edition of the California Fire Code (CFC), and the current versions of the Fire Prevention Standards (“Standards.”) It is recommended that the applicant or developer transmit a copy of these requirements to the on-site contractor(s) and that all questions or concerns be directed to the Bureau of Fire Prevention, at (909) 395-2029. For copies of Ontario Fire Department Standards please access the City of Ontario web site at www.ontarioca.gov/Fire/Prevention.
- ☒ 1.2 These Fire Department conditions of approval are to be included on any and all construction drawings.

2.0 FIRE DEPARTMENT ACCESS

- ☒ 2.1 Fire Department vehicle access roadways shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved. Roadways shall be paved with an all-weather surface and shall be a minimum of twenty-four (24) ft. wide. See Standard #B-004.
- ☒ 2.2 In order to allow for adequate turning radius for emergency fire apparatus, all turns shall be designed to meet the minimum twenty five feet (25’) inside and forty-five feet (45’) outside turning radius per Standard #B-005.
- ☒ 2.3 Fire Department access roadways that exceed one hundred and fifty feet (150’) in length shall have an approved turn-around per Standard #B-002.
- ☒ 2.4 Access drive aisles which cross property lines shall be provided with CC&Rs, access easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of building plan check.
- ☒ 2.5 "No Parking-Fire Lane" signs and /or red painted curbs with lettering are required to be installed in interior access roadways, in locations where vehicle parking would obstruct the minimum clear width requirement. Installation shall be per Standard #B-001.
- ☒ 2.6 Security gates or other barriers on fire access roadways shall be provided with a Knox brand key switch or padlock to allow Fire Department access. See Standards #B-003, B-004 and H-001.
- ☒ 2.7 Any time PRIOR to on-site combustible construction and/or storage, a minimum twenty-four (24) ft. wide circulating all weather access roads shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved by fire department and other emergency services.

3.0 WATER SUPPLY

- ☒ 3.1 The required fire flow per Fire Department standards, based on the 2019 California Fire Code, Appendix B, is 1000 gallons per minute (g.p.m.) for 2 hours at a minimum of 20 pounds per square inch (p.s.i.) residual operating pressure.
- ☒ 3.2 Off-site (public) fire hydrants are required to be installed on all frontage streets, at a minimum spacing of three hundred foot (300') apart, per Engineering Department specifications.
- ☒ 3.4 The water supply, including water mains and fire hydrants, shall be tested and approved by the Engineering Department and Fire Department prior to combustible construction to assure availability and reliability for firefighting purposes.

4.0 FIRE PROTECTION SYSTEMS

- ☒ 4.2 Underground fire mains which cross property lines shall be provided with CC & R, easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of fire department plan check. The shared use of private fire mains or fire pumps is allowable only between immediately adjacent properties and shall not cross any public street.
- ☒ 4.3 An automatic fire sprinkler system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 13 D. All new fire sprinkler systems, except those in single family dwellings, which contain twenty (20) sprinkler heads or more shall be monitored by an approved listed supervising station. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.
- ☒ 4.4 Wood frame buildings that are to be sprinkled shall have these systems in service (but not necessarily finalized) before the building is enclosed.
- ☒ 4.7 Portable fire extinguishers are required to be installed prior to occupancy per Standard #C-001. Please contact the Fire Prevention Bureau to determine the exact number, type and placement required.

5.0 BUILDING CONSTRUCTION FEATURES

- ☒ 5.1 The developer/general contractor is to be responsible for reasonable periodic cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on and off the site.
- ☒ 5.2 Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Multi-tenant or building projects shall have addresses and/or suite numbers provided on the rear of the building. Address numbers shall contrast with their background. See Section 9-1 6.06 of the Ontario Municipal Code and Standards #H-003 and #H-002.

- ☒ 5.3 Single station smoke alarms and carbon monoxide alarms are required to be installed per the California Building Code and the California Fire Code.
- ☒ 5.4 Multiple unit building complexes shall have building directories provided at the main entrances. The directories shall be designed to the requirements of the Fire Department, see Section 9-1 6.06 of the Ontario Municipal Code and Standard #H-003. .
- ☒ 5.5 All residential chimneys shall be equipped with an approved spark arrester meeting the requirements of the California Building Code.
- ☒ 5.6 Knox ® brand key-box(es) shall be installed in location(s) acceptable to the Fire Department. All Knox boxes shall be monitored for tamper by the building fire alarm system. See Standard #H-001 for specific requirements.

June 28, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PDEV21-027

SUBJECT: A hearing to consider a Development Plan to construct 235 single-family dwellings on approximately 31.5 acres of land generally located on the south side of Chino Avenue, approximately 645 feet west of Archibald Avenue, within the Planning Area 2 (Neighborhoods 5 & 6) land use district of the Countryside Specific Plan (APNs: 0218-131-12, 0219-131-22, 0218-131-11, 0218-131-40, and 0218-131-43). Related Files: Tract Map No. 17449 (File No. PMTT10-002) and Tract Map No. 17450 (File No. PMTT10-001); **submitted by Lennar Homes of California, Inc.**


PROPERTY OWNER: Lennar Homes of California, Inc.

RECOMMENDED ACTION: That the Planning Commission consider and approve File No. PDEV21-027, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval contained in the attached departmental reports.

PROJECT SETTING: The Project site is comprised of 31.5 acres of land generally located on the south side of Chino Avenue, approximately 645 feet west of Archibald Avenue, within the Z-Lot and Cluster Court land use districts of the Countryside Specific Plan and is depicted in Figure 1: Project Location, below. The Project site and its surroundings are located in the Low Density (2.1-5 du/ac) land use district of The Ontario Plan ("TOP") Policy Plan (General Plan), and within the Countryside Specific Plan. The properties to the north are developed with single-family residential dwellings and is located in Neighborhoods 3 and 4. The property to the south is developed with Deer Creek Channel, a flood control channel. The properties to the east are developed with a church and preschool, and agriculture land. The property to the west is developed with the Cucamonga Basin, a flood control



Figure 1: Project Location

Case Planner:	Edmelynn V. Hutter
Planning Director Approval:	
Submittal Date:	July 20, 2021

Hearing Body	Date	Decision	Action
DAB	6/20/2022	Approval	Recommend
PC	6/28/2022		Final
CC			

basin. The existing surrounding land uses, zoning, and general plan and specific plan land use designations are summarized in the “Surrounding Zoning & Land Uses” table located in the Technical Appendix of this report.

PROJECT ANALYSIS:

(1) Background — The Countryside Specific Plan (File No. PSP04-001) was approved, and the related Environmental Impact Report (“EIR”; State Clearinghouse No. 2004071001) was certified by the City Council on April 18, 2006. The Countryside Specific Plan established the land use designations, development standards, and design guidelines on 178 gross acres of land, which included the potential development of 819 dwelling units and approximately 9.4 acres of paseos and parks throughout the Specific Plan Area.

On May 20, 2021, the Applicant submitted a Development Plan Application to facilitate the construction of 235 single-family dwellings on the Project site.

On November 16, 2021, the City Council approved Final Tract Map Nos. 17449 and 17450, approving the related subdivisions.

(2) Site Design/Building Layout — The Applicant is proposing to construct a total of 235 single-family dwelling units, including 97 units within Neighborhood 5 (Tract Map No. 17449) and 138 dwelling units in Neighborhood 6 (Tract Map No. 17450). The Project site is “L” shaped, where Neighborhood 5 is a rectangular shape along Chino Avenue and to the south is Neighborhood 6 that runs east-west in an irregular shape that tapers to the east due to the alignment of Deer Creek Channel (see Exhibit B—Site Plan).

Neighborhood 5 is approximately 18.7 acres in size, located in the north portion of the Project site and includes a 4-acre SCE easement along the south boundary. Neighborhood 5 will be developed with dwelling units in Z-Lot configurations, where residential lots are designed to have staggered garage locations with one garage located 18 feet from the front property line and the adjacent garage placed approximately 50 feet from the front property line. All dwelling units will have a front porch that projects as close as 8 feet to the property line and the resulting building layout presents a pleasant streetscape, with front porches and yard area as the prominent feature, instead of garage doors. Neighborhood 5 will have centrally located recreation areas, including a swimming pool area with spa, restroom and shower facility, and shade structures. There will also be a pocket park nearby, with a picnic table and bar-be-que. The total recreation area for this neighborhood is 0.41-acre in size, which can be accessed from the two cul-de-sac streets in the center of the community.

South of the SCE easement, Neighborhood 6 is approximately 16.8 acres in size and is located in the south portion of the Project site. Neighborhood 6 will be developed with homes in a 4-pack Cluster Court configuration. The typical Cluster Court is designed with four dwelling units sharing a common drive alley in the middle, which is accessed from

the private street. The two front units will have front door entries facing the street and garages facing the common alley. The two other units in the back will have front doors and garage doors facing the common alley. The front units will have a porch or covered entry facing the street and is setback at least 8 feet from the street property line. Similar to Neighborhood 5, Neighborhood 6 is designed to show front porches and entries as the prominent visual feature rather than garage doors. Neighborhood 6 is designed with several open space and recreation areas including a 1.1-acre private park at the intersection of Kinglet Avenue and Dolomite Street, and a 0.38-acre swimming pool and picnic area centrally located along Brockram Drive.

Given the nature of the Z-Lot and Cluster Court building layouts, the properties have driveway access easements for the benefit of the adjoining property when the adjoining property has the long driveway with garage placement towards the rear, as illustrated in Exhibit C—Typical Product Layout and Floor Plans (Neighborhood 5: Z-Lot), attached.

(3) Site Access/Circulation — Primary access to Neighborhood 5 will be provided from one entrance along Chino Avenue and one entrance from future Kinglet Avenue to the east. This neighborhood's internal circulation will be comprised of private streets that are designed in a loop configuration, along with two cul-de-sac streets. Many of the dwelling units will take access directly from these private streets, with some of the units sharing a common drive. The applicant will construct Kinglet Avenue along the east boundary, starting at the entry to Neighborhood 5, and will continue south across the SCE easement, to intersect with Dolomite Street. This intersection is designed with a round-about.

Access to Neighborhood 6 will be provided off Dolomite Avenue, which will intersect with Archibald Avenue to the east and Kinglet Avenue to the north. The private streets of Dolomite Avenue, Shale Avenue, and Brockram Drive form a loop that parallels the Project boundary. Basanite Avenue provides additional connection and street frontage within the loop circulation.

Pedestrian connectivity will be provided by sidewalks throughout the Project as well as a pedestrian pathway through the SCE easement that will connect the west portions of the two Neighborhoods, providing Neighborhood 5 additional access to the private park within Neighborhood 6.

(4) Parking — The Countryside Specific Plan and Ontario Development Code require a two-car, enclosed garage for single-family residential units. The Neighborhood 5 design provides a two-car garage for each unit, in addition to two-car driveways and 23 on-street parking spaces. Neighborhood 6 provides a two-car garage for each unit and 66 on-street parking spaces. The on-street parking spaces in both neighborhoods are located throughout the developments, providing convenient parking for the open space and community recreation facilities.

Table 1: Summary of Parking Analysis								
Product	Number of Units	Required Garage Spaces	Garage Spaces Provided	Driveway Spaces	On-Street Parking	Total Provided	+/- Parking	Spaces Per Unit Average
Single-Family: Z-Lot	97	194	194	194	23	411	+217	4.23
Single-Family: Cluster Court	138	273	273	0	66	339	+66	2.45

(5) **Architecture** — The architectural styles proposed in Neighborhood 5 consist of Spanish, Craftsman, American Farmhouse, and Colonial. The architectural styles proposed in Neighborhood 6 include Spanish, Craftsman, and American Farmhouse (see Exhibit D—Typical Elevation Styles, attached). Architectural elevations for all Plan Types are provided in Attachment A of this report. Architectural elements incorporated into the Project consist of:

- A combination of roof pitches and styles, including hipped and gabled roofs;
- Stucco walls with expansion joints;
- Lap siding, and board and batten siding;
- Stone veneer and window shutters;
- Front porches;
- Decorative bracing and corbels; and
- Enhancement for side and rear elevations where visible from public rights-of-way.

The Project proposes three floor plans for Neighborhood 5 and four floor plans for Neighborhood 6 (see Exhibit C—Typical Product Layout and Floor Plans). All floor plans are two-story and include a two-car garage, kitchen, laundry nook, and a great room or living room area. Unit sizes and key features are described in Table 2: Floor Plan Summary, below:

Table 2: Floor Plan Summary			
	Plan Type	Floor Area	Key Features
Neighborhood 5 (Z-Lot)	1	2,213 SF	4 bedrooms, 2.5 bathrooms
	2	2,315 SF	4 bedrooms (1 on 1 st floor), 4 bathrooms, loft
	3	2,409 SF	5 bedrooms (1 on 1 st floor), 4 bathrooms
Neighborhood 6 (Cluster Court)	1	1,618 SF	3 bedrooms, 2.5 bathrooms
	2	1,800 SF	3 bedrooms, 2.5 bathrooms
	3	2,067 SF	4 bedrooms (1 on 1 st floor), 3 bathrooms, loft
	4	2,202 SF	5 bedrooms (1 on 1 st floor), 3 bathrooms

The two neighborhoods will each have a community pool area that is fully fenced and provides a building for restrooms, shower, and pool equipment. This building contains similar design features compatible with the proposed dwelling units, including board and batten siding, stucco, decorative louvered vents and doors, shutters, and tile (see Exhibit D—Swimming Pool Building Elevations, attached). The proposed dark color scheme for this building reflects contemporary styling currently seen in new residential communities in the area.

(6) Landscaping — The Countryside Specific Plan and Ontario Development Code require that all areas not used for buildings or hardscape shall be fully landscaped. The Project provides fully landscaped front yards, park, and parkways. Landscape areas will utilize an assortment of ornamental and shade trees, shrubs, groundcovers, turf, and other plantings (see Exhibit E, attached). Plantings include, but are not limited to, Crape myrtle, California sycamore, Desert Museum Palo Verde, Cork Oak, Water gum, Strawberry Tree, purple trumpet vine, coffeeberry, rosemary, and more. Tree specimen sizes range from 15-gallon to 48-inch box trees.

The interior streets will feature a nine-foot-wide landscaped parkway (five-foot sidewalk and four-foot planter). The frontage along Chino Avenue will be improved with a twelve-foot-wide parkway (five-foot sidewalk and seven-foot-wide planter) with an additional 18-foot-wide landscaped neighborhood edge.

The Project provides a total of 1.86 acres of active open space area that includes community pool facilities with nearby pocket parks, and a 1.1-acre park that is located along the north boundary of Neighborhood 6, within the Project site (see Exhibit E—Landscape Plan, attached). The park will include a lawn area, tot-lot playground, picnic shelters, picnic tables, and benches.

TOP Policy Plan (Policy PR1-6) requires new developments to provide a minimum of 2 acres of private park per 1,000 residents. The Project is required to provide 1.79 of private park area. The total park area provided by the project is 1.86 acres, including 0.07 acres of surplus park area.

(7) Signage — All project signage shall comply with sign regulations provided in the Countryside Specific Plan and the Ontario Development Code Division 8.1.

(8) Utilities (drainage, sewer) — All major backbone improvements and interior site improvements will be constructed in congruence with the related Tract Map. The Applicant will also obtain an encroachment permit to conduct work within the public rights-of-way. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan ("PWQMP"), which establishes the Project's compliance with storm water discharge/water quality requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximized low impact development ("LID") best management practices ("BMPs"), such as retention and infiltration, bio treatment, and evapotranspiration.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Operate in a Businesslike Manner
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
 - Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development
 - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
 - G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
 - LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

➤ LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).

- Goal LU2: Compatibility between a wide range of uses.

➤ LU2-6 Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

➤ LU2-9 Methane Gas Sites: We require sensitive land uses and new uses on former dairy farms and other methane-producing sites be designed to minimize health risks.

Housing Element:

- Goal H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

➤ H2-4 New Model Colony. We support a premier lifestyle community in the New Model Colony distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

➤ H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.

- Goal H3: A City regulatory environment that balances the need for creativity and excellence in residential design, flexibility and predictability in the project approval process, and the provision of an adequate supply and prices of housing.

➤ H3-2 Flexible Standards. We allow flexibility in the application of residential and mixed-use development standards in order to gain benefits such as exceptional design quality, economic advantages, sustainability, or other benefits that would otherwise be unrealized.

➤ H3-3 Development Review. We maintain a residential development review process that provides certainty and transparency for project stakeholders and the public, yet allows for the appropriate review to facilitate quality housing development.

- Goal H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.
 - CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to support our workforce, attract business and foster a balanced community.
- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.
 - CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.
 - CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.
 - CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.
 - CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

- Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.
 - S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

- Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

➤ CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

➤ CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

▪ Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

➤ CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

- Building volume, massing, and height to provide appropriate scale and proportion;
- A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

➤ CD2-2 Neighborhood Design. We create distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places through such elements as:

- A pattern of smaller, walkable blocks that promote access, activity and safety;
- Variable setbacks and parcel sizes to accommodate a diversity of housing types;
- Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows;
- Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and
- Landscaped parkways, with sidewalks separated from the curb.

➤ CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

➤ CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding

physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

➤ CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➤ CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

➤ CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

➤ CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

▪ Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➤ CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort and aesthetics.

➤ CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways and plazas for pedestrians.

➤ CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks or public open spaces.

➤ CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.

➤ CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces and buildings.

- Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.
 - CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed Project is consistent with the number of dwelling units (235) and density (7.2 du/ac for Neighborhood 5; 8.2 du/ac for Neighborhood 6) specified in the Available Land Inventory.

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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), 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. The proposed Project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with File No. PSP04-001, the Countryside Specific Plan, for which an Environmental Impact Report (State Clearing House No. 200407101) was adopted by the City Council on April 18, 2006. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

CONDITIONS OF APPROVAL: See attached department reports.

TECHNICAL APPENDIX:

Surrounding Zoning and Land Use:

	Existing Land Use	General Plan Designation	Zoning Designation	Specific Plan Land Use
Site	Vacant	Low Density Residential (2.1 – 5 du/ac)	Countryside Specific Plan	Neighborhood 5 (RD Z-Lot); Neighborhood 6 (RD Cluster Court); SCE Easement
North	Residential	Low Density Residential (2.1 – 5 du/ac)	Countryside Specific Plan	Neighborhoods 3 & 4 (RD-5,000)
South	Flood Control Channel	Open Space – Non Recreation	Countryside Specific Plan	Deer Creek Channel
East	Vacant, Agriculture	Low Density Residential (2.1 – 5 du/ac)	Countryside Specific Plan	Neighborhood 7 (RD-Alley Loaded); SCE Easement; Deer Creek Channel
West	Flood Control Basin	Open Space – Non Recreation	Agriculture, Specific Plan	Cucamonga Basin

Neighborhood 5 – General Site & Building Statistics

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Project area (in acres):	N/A	14.7 ac (adjusted gross acres, w/o SCE easement) 18.74 ac (w/ SCE easement)	N/A
Maximum project density (dwelling units/ac):	2.1 – 5 du/ac (TOP) 7.68 du/net ac max. (Countryside SP)	7.2 du/net ac.	Y
Maximum coverage (in %):	55%	44%	Y
Minimum lot size (in SF):	3,400 SF	3,454 SF to 5,316 SF	Y
Minimum lot depth (in FT):	85 FT	85 FT	Y
Minimum lot width (in FT):	40 FT 35 FT (cul-de-sac)	38 FT to 46 FT	Y
Front yard setback (in FT):	<u>Living Area:</u> 10 FT (1 st story) 15 FT (2 nd story) <u>Porch:</u> 8 FT	<u>Living Area:</u> 10 FT (1 st story) 15 FT (2 nd story) <u>Porch:</u> 8 FT to 17.5 FT	Y
Side yard setback (in FT):	4' (Interior PL)	4 FT to 7 FT (Interior PL)	Y
Rear yard setback (in FT):	10 FT	14 FT to 35 FT	Y
Drive aisle setback (in FT):	N/A	N/A	Y
Parking setback (in FT):	18 FT	18 FT to 50 FT	Y

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Structure setbacks (in FT):	N/A	N/A	Y
Maximum dwelling units/building:	N/A	N/A	Y
Maximum height (in FT):	35 FT	25 FT to 28 FT	Y
Parking – resident:	2-car Garage spaces	2-car Garage spaces	Y
Parking – guest:	N/A	N/A	Y
Open space – private:	N/A	N/A	Y
Open space – common: (Neigh. 5 & 6 combined)	1.7 acres	1.8 acres	Y

Neighborhood 5 – Dwelling Unit Count:

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Total no. of units	98 (Max.)	97	Y

Neighborhood 5 – Dwelling Unit Statistics:

Unit Type	Size (in SF)	No. Bedrooms	No. Bathrooms	No. Stories	Private Open Space (in FT)
Plan 1	2,213	4	2.5	2	980 SF
Plan 2	2,315	4	4	2	962 SF
Plan 3	2,409	5	4	2	985 SF

Neighborhood 6 – General Site & Building Statistics

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Project area (in acres):	N/A	16.8 acres	N/A
Maximum project density (dwelling units/ac):	9.25 du/ac max. (Countryside SP)	8.2 du/ac	Y
Maximum coverage (in %):	55%	26% to 46%	Y
Minimum lot size (in SF):	2,862 SF	3,080 SF to 4,501 SF	Y
Minimum lot depth (in FT):	54 FT	55 FT to 63.5 FT	Y
Minimum lot width (in FT):	53 FT	55 FT to 56.5 FT	Y
Cluster Front setback (in FT):	10 FT	10 FT	Y
Cluster Side yard setback (in FT):	4 FT	6 FT	Y
Cluster Rear yard setback (in FT):	10 FT	13.8 FT to 23.5 FT	Y
Drive aisle setback (in FT):	N/A	N/A	Y
Parking setback (in FT):	N/A	N/A	Y

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Structure setbacks (in FT):	30 FT (garage-to-garage) 8 FT (covered entry to covered entry) 8 FT (side-to-side / rear-to-rear)	30 FT to (garage-to-garage) 22 FT (covered entry to covered entry) 8 FT to 14 FT (side-to-side / rear-to-rear)	Y
Maximum dwelling units/building:	N/A	N/A	Y
Maximum height (in FT):	35 FT	27 FT	Y
Parking – resident:	2-car Garage spaces	2-car Garage spaces	Y
Parking – guest:	N/A	N/A	Y
Open space – private:	150 SF	260 SF to 1,327 SF	Y
Open space – common: (Neigh. 5 & 6 combined)	1.7 acres	1.8 acres	Y

Neighborhood 6 – Dwelling Unit Count:

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Total no. of units	141	138	Y

Neighborhood 6 – Dwelling Unit Statistics:

Unit Type	Size (in SF)	No. Bedrooms	No. Bathrooms	No. Stories	Private Open Space (in SF)
Plan 1	1,618	3	2.5	2	477 SF
Plan 2	1,800	3	2.5	2	273 SF
Plan 3	2,067	4	3	2	875 SF
Plan 4	2,202	5	3	2	784 SF

Exhibit A—PROJECT LOCATION MAP



Exhibit B—SITE PLAN (NEIGHBORHOOD 5; Z-LOT)

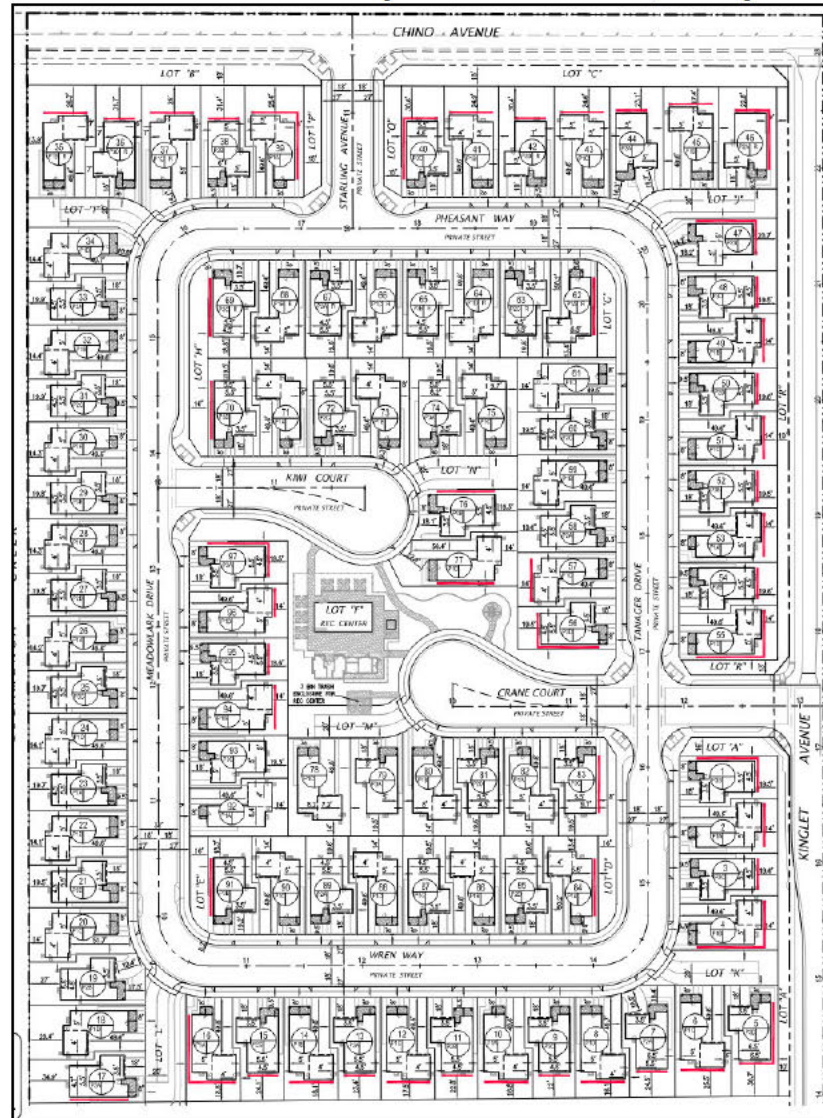


Exhibit B—SITE PLAN (NEIGHBORHOOD 6: CLUSTER COURT)

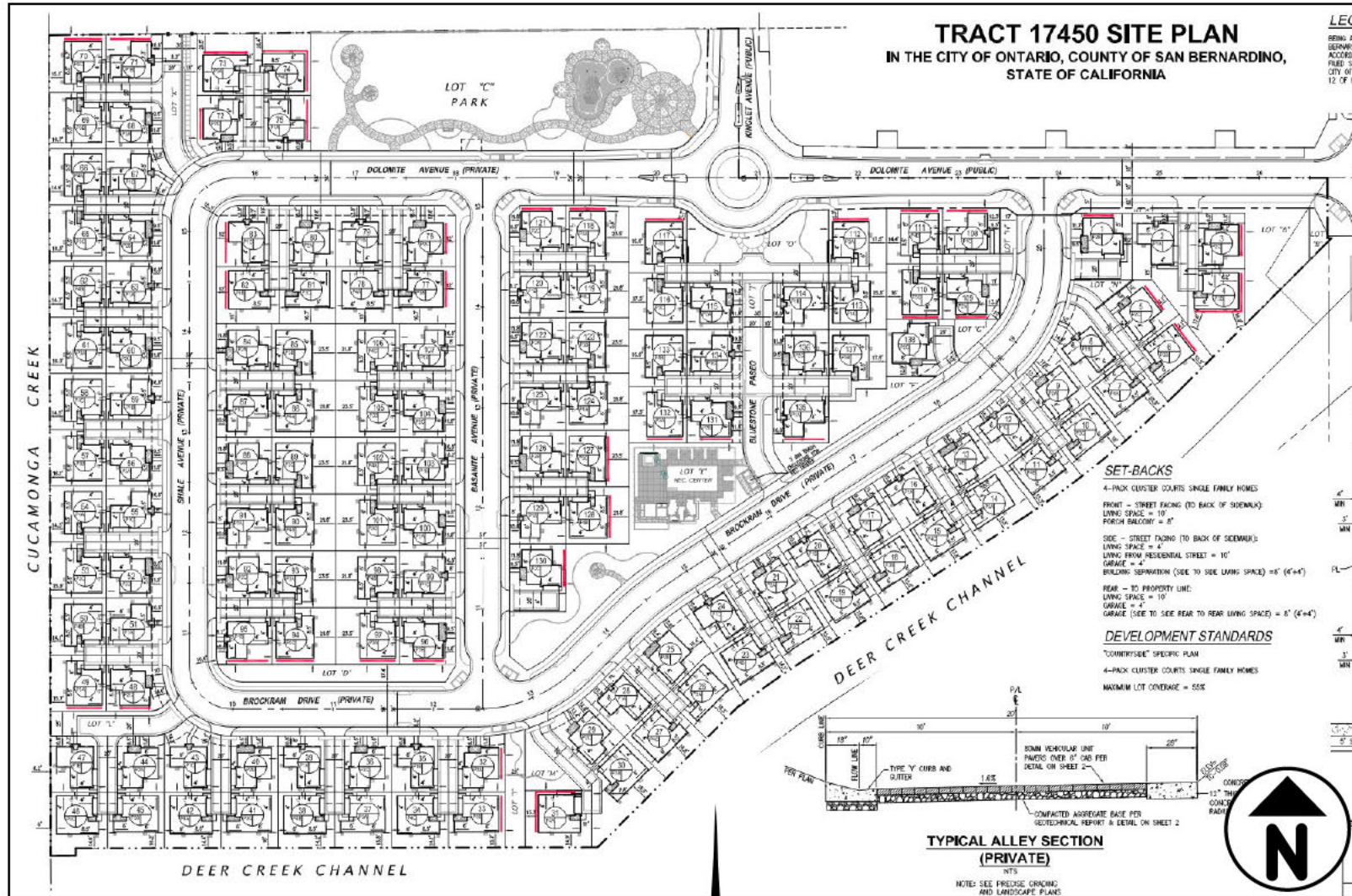


Exhibit C—TYPICAL PRODUCT LAYOUT AND FLOOR PLANS (NEIGHBORHOOD 5: Z-LOT)



**LAYOUT &
FIRST FLOOR**



SECOND FLOOR

PLAN 3

PLAN 1

PLAN 2

PLAN 1

Exhibit C—TYPICAL PRODUCT LAYOUT AND FLOOR PLANS (NEIGHBORHOOD 6: CLUSTER COURT)

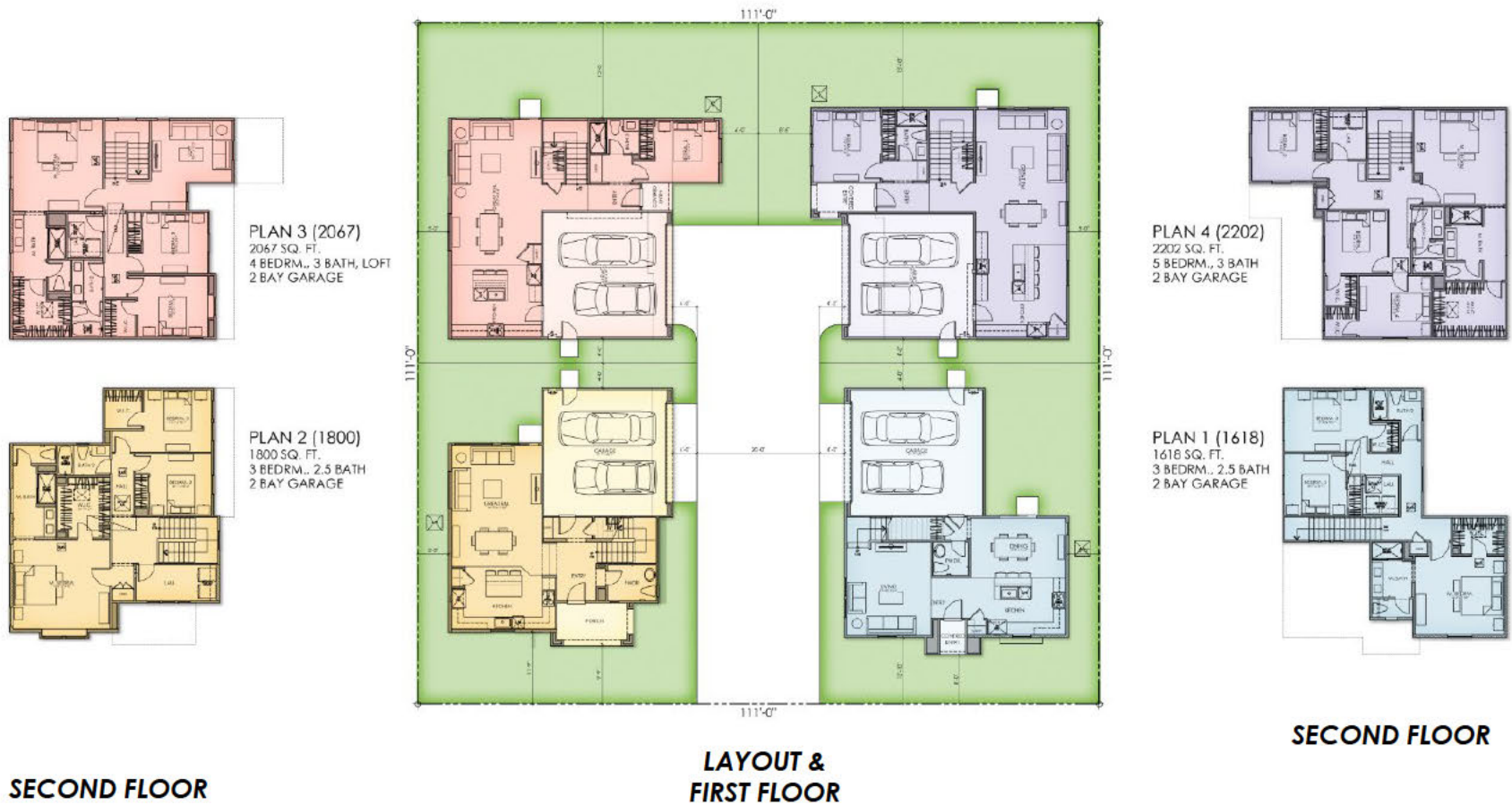


Exhibit D—TYPICAL ELEVATION STYLE; Z-LOT



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"A" SPANISH



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

"B" CRAFTSMAN

EXTERIOR LIGHTS



"A" SPANISH
MARTINSVILLE



"B" CRAFTSMAN
WRIGHT HOUSE



"C" AMERICAN FARMHOUSE
SEBRING



"D" COLONIAL
CAPE MAY



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

"C" AMERICAN FARMHOUSE



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"D" COLONIAL

PLAN 3 (2409)

Exhibit D—TYPICAL ELEVATION STYLE; CLUSTER COURT



"A" SPANISH



"B" CRAFTSMAN



"C" AMERICAN FARMHOUSE

Exhibit D—SWIMMING POOL FACILITY BUILDING ELEVATIONS



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Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT



REAR



LEFT

Exhibit E—LANDSCAPE PLAN (NEIGHBORHOOD 5)



Exhibit E—LANDSCAPE PLAN (NEIGHBORHOOD 6)

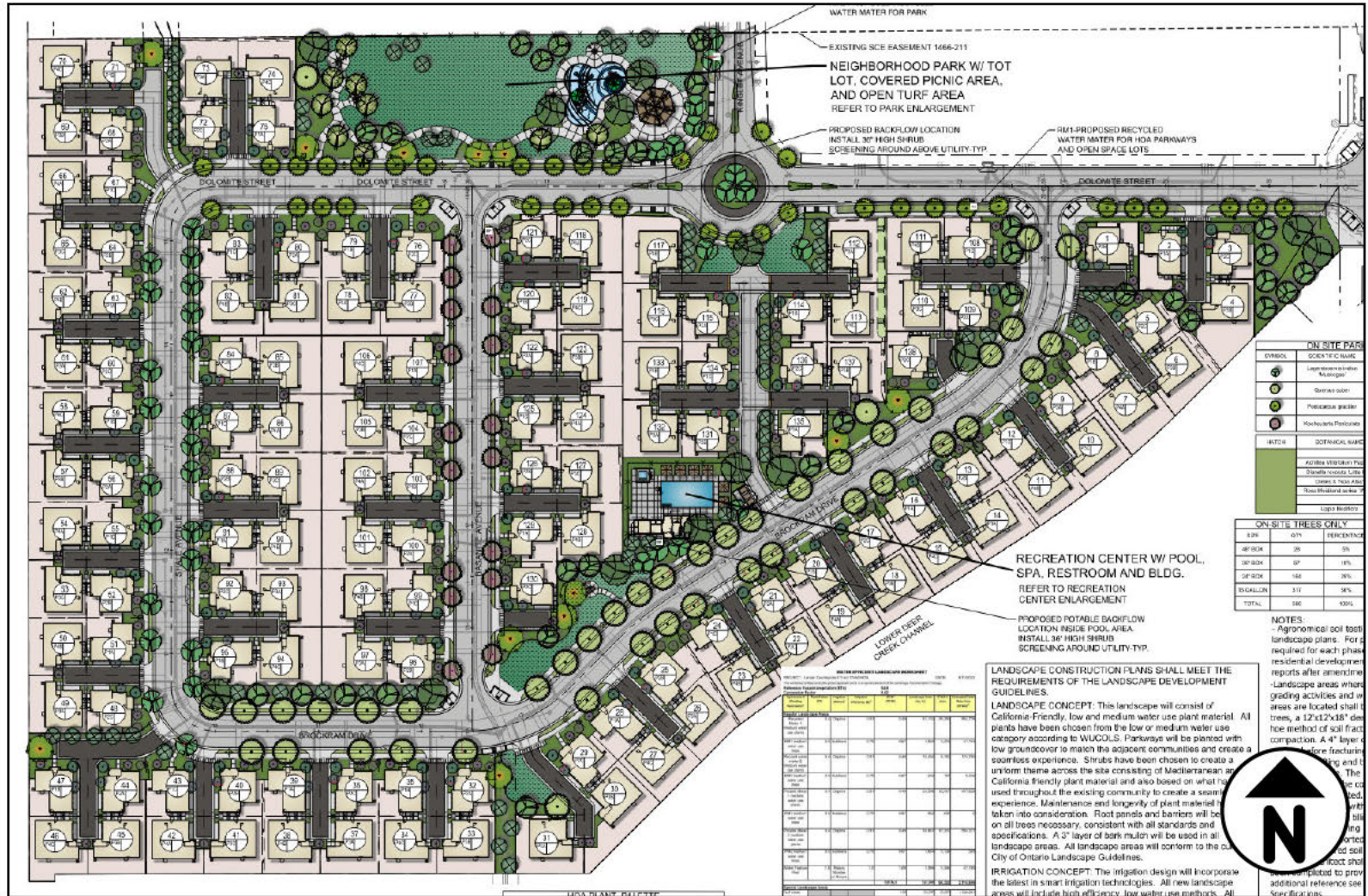


Exhibit F—PARK LANDSCAPE PLAN



Attachment A—Exterior Building Elevations

Z-Lot Plan 1 - Spanish



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

RIGHT

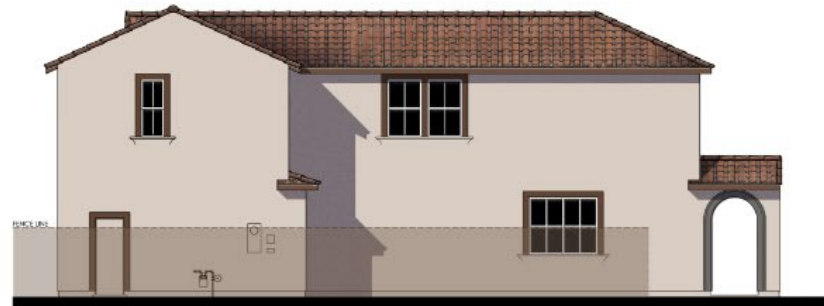
MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE 5" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 1

PLAN 1 (2213) "A"

Z-Lot Plan 1 – Craftsman



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

RIGHT

MATERIALS LEGEND

(WHERE OCCUR)	FIBERGLASS
FRONT DOOR:	METAL SECTIONAL
GARAGE DOOR:	CONCRETE FLAT TILE
ROOF:	2x6 WOOD
FASCIA:	2x6 WOOD
BARGE:	WOOD CORBEL AND KNEE BRACE
GABLE END:	STUCCO / LAP SIDING
WALL:	VINYL W/ GRIDS
WINDOWS:	SIMULATED WOOD
POT SHELF:	STUCCO OVER RIGID FOAM
TRIM:	CERAMITICUS FIBER TRIM
PORCH:	DOUBLE WOOD POST W/ STONE VENEER
CANTILEVER:	POLYURETHANE CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 4

PLAN 1 (2012) "B"

Z-Lot Plan 1 – American Farmhouse



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

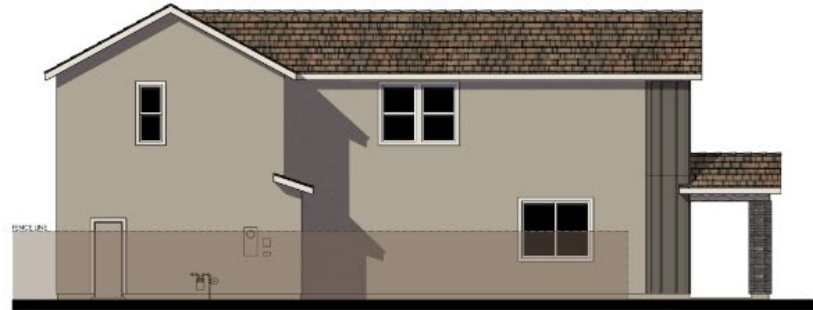
RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x8 WOOD
 - BARGE: 2x8 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - STUCCO EXPANSION JOINT
 - WINDOWS: VINYL
 - WINDOW BOX: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - CERAMITICOLS FIBER TRIM
 - PORCH: BRICK VENEER



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 7

PLAN 1 (2213) "C"

Z-Lot Plan 1 – Colonial



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

RIGHT

MATERIALS LEGEND

- (WHERE COLOR IS)
 FRONT DOOR: FIBERGLASS
 GARAGE DOOR: METAL SECTIONAL
 ROOF: CONCRETE FLAT TILE
 FASCIA: 2x6 WOOD
 BARGE: 2x6 WOOD
 GABLE END: LAP SIDING
 WALL: STUCCO // LAP SIDING
 WINDOWS: VINYL W/ GRIDS
 TRIM: STUCCO OVER RIGID FOAM
 CANTILEVER: CEMENTITIOUS FIBER TRIM
 POLYURETHANE CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 10

PLAN 1 (2213) "D"

Z-Lot Plan 2 – Spanish



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBER-GLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE 3" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 2
 PLAN 2315 "A"

Z-Lot Plan 2 – Craftsman



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

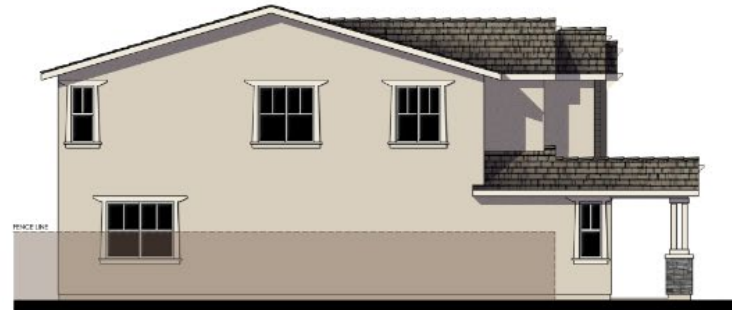
RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x4 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: WOOD CORBEL AND KNEE BRACE
 - WINDOWS: STUCCO / LAP SIDING
 - POT SHELF: VINYL W/ GRIDS
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 5

PLAN 2315 "B"
 CRAFTSMAN ELEVATIONS

Z-Lot Plan 3 – American Farmhouse



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

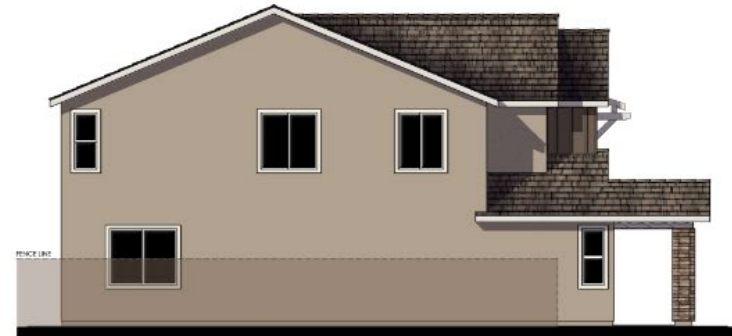
RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - WALL: STUCCO EXPANSION JOINT
 - WINDOWS: VINYL
 - WINDOW BOX: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: CEMENTITIOUS FIBER TRIM
 - PORCH: BRICK VENEER



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 8

PLAN 2315 "C"

Z-Lot Plan 2 – Colonial



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

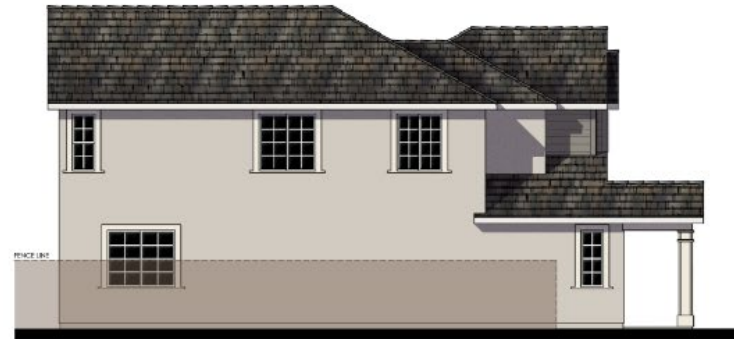
RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURRING)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: LAP SIDING
 - WALL: STUCCO / LAP SIDING
 - WINDOWS: VINYL W/ GRIDS
 - TRIM: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM
 - POLYURETHANE CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

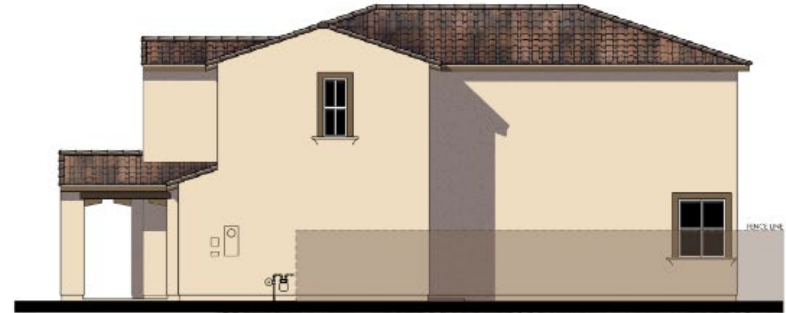
COLOR SCHEME 11
 PLAN 2315 "D"

Z-Lot Plan 3 – Spanish



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FRONT

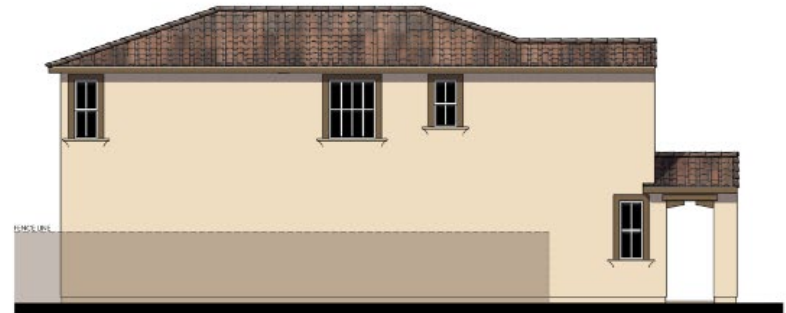


RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE S' TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL



REAR



LEFT

Items shown dashed shall occur at lots requiring enhancements, see site.

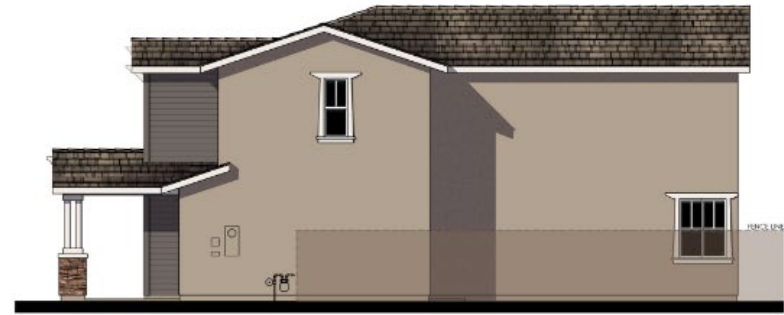
COLOR SCHEME 3
 PLAN 3 (2409) "A"

Z-Lot Plan 3 – Craftsman



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

RIGHT

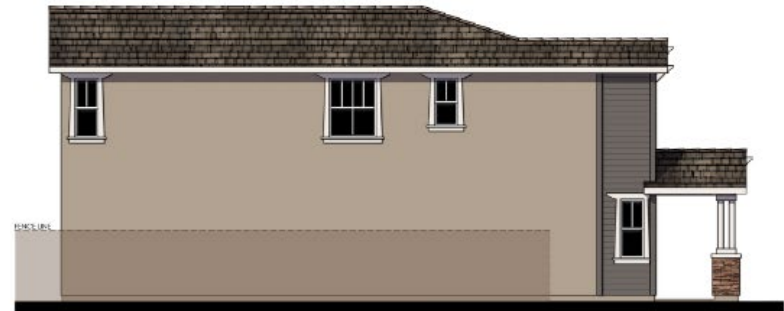
MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: STUCCO / LAP SIDING
 - WINDOWS: VINYL W/ GRIDS
 - POT SHELF: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: CEMENTITIOUS FIBER TRIM
 - CANTILEVER: DOUBLE WOOD POST W/ STONE VENEER
 - POLYURETHANE CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 6

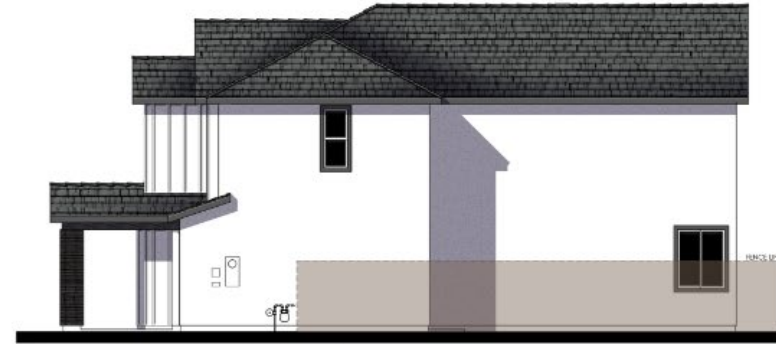
PLAN 3 (2409) "B"

Z-Lot Plan 3 – American Farmhouse



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

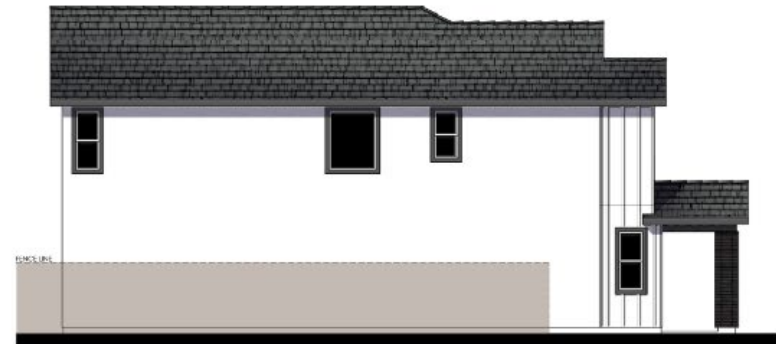
RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - STUCCO EXPANSION JOINT
 - WINDOWS: VINYL
 - WINDOW BOX: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - CEMENTITIOUS FIBER TRIM
 - PORCH: BRICK VENEER



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 9

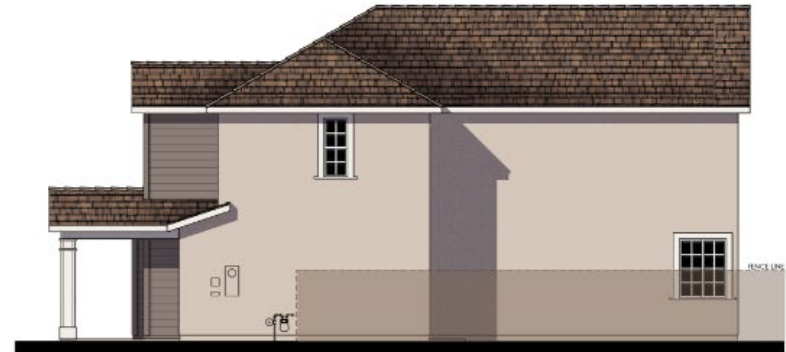
PLAN 3 (2409) "C"

Z-Lot Plan 3 – Colonial



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FRONT



Items shown dashed shall occur at lots requiring enhancements, see site.

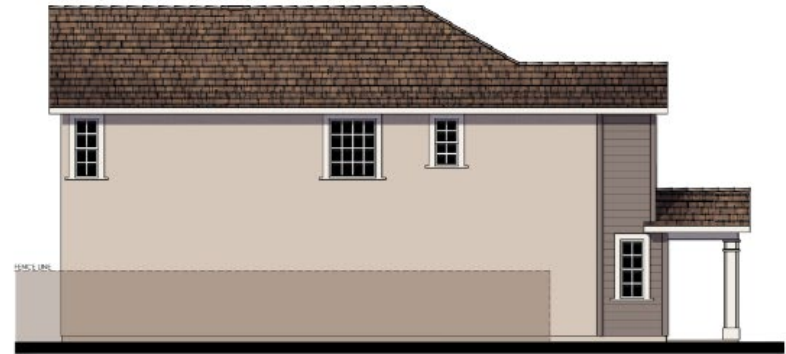
RIGHT

- MATERIALS LEGEND**
 (WHERE CALLING)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: LAP SIDING
 - WALL: STUCCO / 1 AP SIDING
 - WINDOWS: VINYL W/ GRIDS
 - TRIM: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM
 - POLYURETHANE CORBEL



Items shown dashed shall occur at lots requiring enhancements, see site.

REAR



Items shown dashed shall occur at lots requiring enhancements, see site.

LEFT

COLOR SCHEME 12

PLAN 3 (2409) "D"

Cluster Court Plan 1 – Spanish



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FRONT



RIGHT (REAR YARD)

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBER GLASS
 - CARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE "S" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - DECORATIVE STUCCO RECESS
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - WINDOW GRILLE: DECORATIVE WROUGHT IRON
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL
 - POT SHELF: WROUGHT IRON



Cluster Court Plan 1 – Craftsman



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FRONT



RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x4 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: WOOD CORBEL AND KNEE BRACE
 - WINDOWS: STUCCO / LAP SIDING / STONE VENEER
 - POT SHELF: VINYL W/ GRIDS
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTIOUS FIBER TRIM
 - PORCH: DOUBLE WOOD POST W/ STONE VENEER
 - CANTILEVER: POLYURETHANE CORBEL



Cluster Court Plan 1 – American Farmhouse



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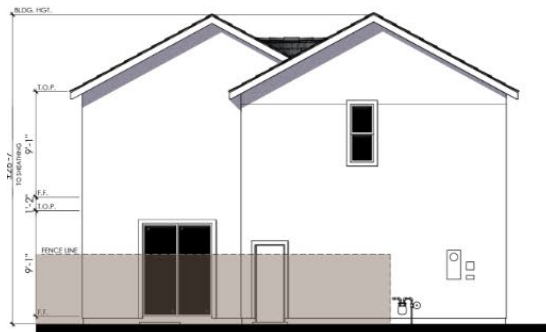
FRONT



RIGHT

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - WINDOWS: VINYL
 - POT SHELF: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: CEMENTITIOUS FIBER TRIM
 - BRICK VENEER



Cluster Court Plan 2 – Spanish



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT (ALLEY)

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE "S" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - DECORATIVE STUCCO RECESS
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - WINDOW GRILLE: DECORATIVE WROUGHT IRON
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL
 - POT SHELF: WROUGHT IRON



Cluster Court Plan 2 – Craftsman



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FRONT



RIGHT (ALLEY)

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: WOOD CORBEL AND KNEE BRACE
 - WINDOWS: STUCCO / LAP SIDING / STONE VENEER
 - POT SHELF: VINYL W/ GRIDS
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM
 - PORCH: DOUBLE WOOD POST W/ STONE VENEER
 - CANTILEVER: POLYURETHANE CORBEL



Cluster Court Plan 2 – American Farmhouse



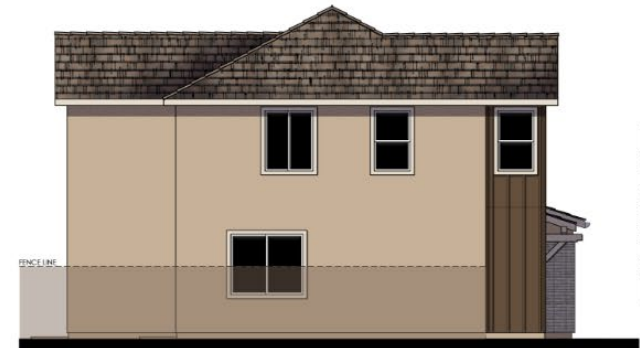
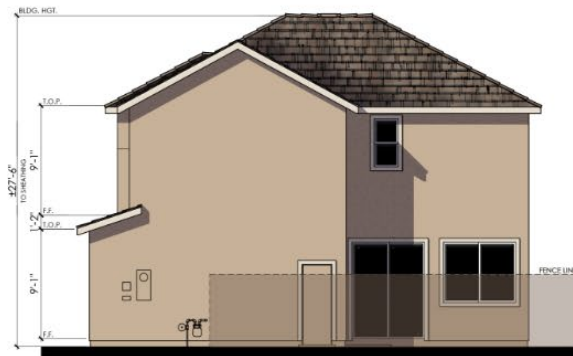
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FRONT



RIGHT (ALLEY)

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - STUCCO EXPANSION JOINT
 - WINDOWS: VINYL
 - POT SHELF: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: CEMENTITIOUS FIBER TRIM
 - BRICK VENEER



Cluster Court Plan 3 – Spanish



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FRONT (ALLEY)



RIGHT (SIDE YARD)

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE "S" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - WINDOWS: DECORATIVE STUCCO RECESS
 - WINDOW BOX: VINYL W/ GRIDS
 - WINDOW GRILLE: SIMULATED WOOD
 - SHUTTERS: DECORATIVE WROUGHT IRON
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - POT SHELF: DECORATIVE FOAM CORBEL
 - WROUGHT IRON



Cluster Court Plan 3 – Craftsman



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FRONT



RIGHT (SIDE YARD)

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: WOOD CORBEL AND KNEE BRACE
 - WINDOWS: STUCCO / LAP SIDING / STONE VENEER
 - POT SHELF: VINYL W/ GRIDS
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM
 - PORCH: DOUBLE WOOD POST W/ STONE VENEER
 - CANTILEVER: POLYURETHANE CORBEL



Cluster Court Plan 3 – American Farmhouse



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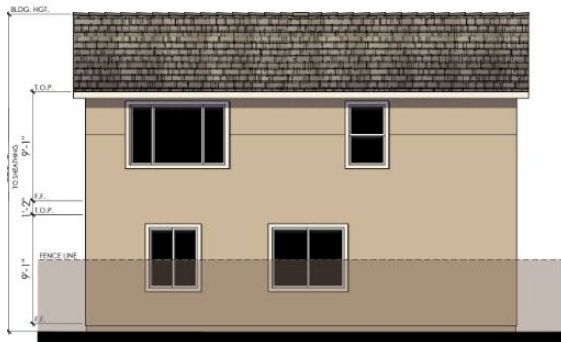
FRONT



RIGHT (SIDE YARD)

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x4 WOOD
 - BARGE: 2x4 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - WINDOWS: VINYL
 - POT SHELF: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: CEMENTITIOUS FIBER TRIM
 - BRICK VENEER



Cluster Court Plan 4 – Spanish



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FRONT



RIGHT

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE LOW PROFILE "S" TILE
 - FASCIA: 2x6 WOOD
 - GABLE END: SIMULATED CLAY TILE
 - WALL: STUCCO
 - DECORATIVE STUCCO RECESS
 - WINDOWS: VINYL W/ GRIDS
 - WINDOW BOX: SIMULATED WOOD
 - WINDOW GRILLE: DECORATIVE WROUGHT IRON
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - PORCH: DECORATIVE FOAM CORBEL
 - POT SHELF: WROUGHT IRON

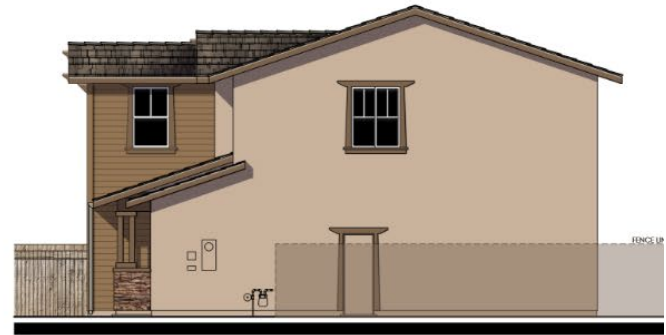


Cluster Court Plan 4 – Craftsman



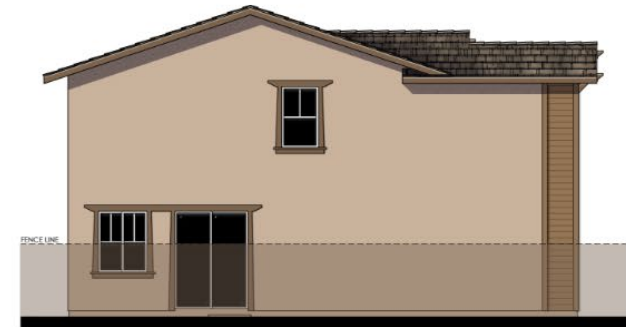
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FRONT



RIGHT

- MATERIALS LEGEND**
 (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD & BATTEN SIDING
 - WALL: WOOD CORBEL AND KNEE BRACE
 - WINDOWS: STUCCO / LAP SIDING / STONE VENEER
 - POT SHELF: VINYL W/ GRIDS
 - TRIM: SIMULATED WOOD
 - PORCH: STUCCO OVER RIGID FOAM
 - CANTILEVER: CEMENTITIOUS FIBER TRIM
 - PORCH: DOUBLE WOOD POST W/ STONE VENEER
 - CANTILEVER: POLYURETHANE CORBEL



Cluster Court Plan 4 – American Farmhouse



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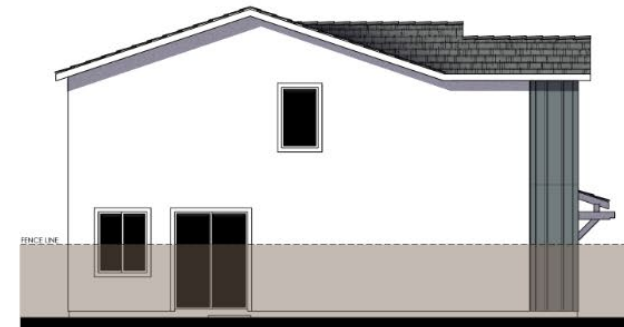
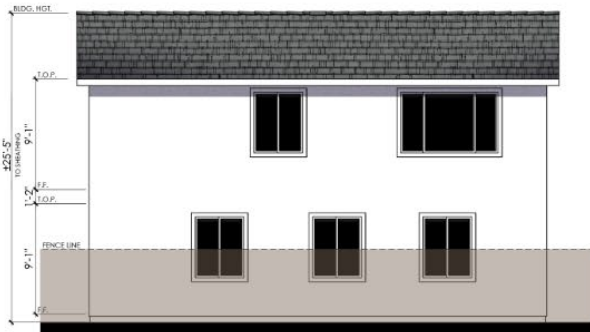
FRONT



RIGHT

MATERIALS LEGEND

- (WHERE OCCURS)
- FRONT DOOR: FIBERGLASS
 - GARAGE DOOR: METAL SECTIONAL
 - ROOF: CONCRETE FLAT TILE
 - FASCIA: 2x6 WOOD
 - BARGE: 2x6 WOOD
 - GABLE END: BOARD AND BATTEN
 - WALL: STUCCO / BOARD AND BATTEN
 - STUCCO EXPANSION JOINT
 - WINDOWS: VINYL
 - POT SHELF: SIMULATED WOOD
 - SHUTTERS: SIMULATED WOOD
 - TRIM: STUCCO OVER RIGID FOAM
 - CEMENTITIOUS FIBER TRIM
 - PORCH: BRICK VENEER



RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDEV21-027, A DEVELOPMENT PLAN TO CONSTRUCT 235 SINGLE-FAMILY DWELLINGS ON APPROXIMATELY 31.5 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF ARCHIBALD AND CHINO AVENUES, WITHIN THE PLANNING AREA 2 (NEIGHBORHOODS 5 & 6) LAND USE DISTRICT OF THE COUNTRYSIDE SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-131-12, 0219-131-22, 0218-131-11, 0218-131-40, AND 0218-131-43

WHEREAS, Lennar Homes of California, Inc. ("Applicant") has filed an Application for the approval of a Development Plan, File No. PDEV21-027, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 31.5 acres of land generally located near the southwest corner of Archibald Avenue and Chino Avenue, at Neighborhood 5 and 6 within the Countryside Specific Plan, and is presently vacant land; and

WHEREAS, the property to the north of the Project site is within the RD-5000 land use districts of the Countryside Specific Plan and is developed with residential units. The property to the east is within the RD-Alley Loaded land use district of the Countryside Specific Plan and is developed with a church, preschool, and agriculture uses. The property to the south is within the Deer Creek Channel of the Countryside Specific Plan and is developed with a flood control channel. The property to the west is within the Cucamonga Basin land use district of the Countryside Specific Plan and is developed with flood control basins; 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 Countryside Specific Plan Environmental Impact Report (State Clearinghouse No. 2004071001) was certified by the City Council on April 18, 2006 ("Certified EIR"), in conjunction with File No. PSP04-001, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; 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 Planning Commission the responsibility and authority to review and act on 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, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 20, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Decision No. DAB22-019, recommending the Planning Commission approve the Application; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the decision-making authority for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP04-001, the Countryside Specific Plan for which an Environmental Impact Report (State Clearing House No. 2004071001) (“Certified EIR”) was adopted by the City Council on April 18, 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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 decision-making authority for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the number of dwelling units (235) and density (7.2 du/ac for Neighborhood 5; 8.2 du/ac for Neighborhood 6) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 decision-making authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting

documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

(1) ***The proposed development at the proposed location is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Project is located within the Low Density Residential (2.1-5 DU/AC) land use district of the Policy Plan Land Use Map, and the Z-Lot and Cluster Court land use districts of the Countryside Specific Plan. The development standards and conditions under which the proposed Project will be constructed and maintained, is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed development is compatible with those on adjoining sites in relation to location of buildings, with particular attention to privacy, views, any physical constraint identified on the site and the characteristics of the area in which the site is located.*** The Project has been designed consistent with the requirements of the City of Ontario Development Code and the Z-Lot and Cluster Court land use districts of the Countryside Specific Plan, including standards relative to the particular land use proposed (residential), as-well-as building intensity, building and parking setbacks, building height, number of off-street parking and loading spaces, on-site and off-site landscaping, and fences, walls and obstructions.

(3) ***The proposed development will complement and/or improve upon the quality of existing development in the vicinity of the project and the minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project.*** The Planning Commission has required certain safeguards, and impose certain conditions of approval, which have been established to ensure that: [i] the purposes of the Countryside Specific Plan are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision,

City Council Priorities and Policy Plan components of The Ontario Plan, and the Countryside Specific Plan.

(4) ***The proposed development is consistent with the development standards and design guidelines set forth in the Development Code, or applicable specific plan or planned unit development.*** The proposed Project has been reviewed for consistency with the general development standards and guidelines of the Countryside Specific Plan that are applicable to the proposed Project, including building intensity, building and parking setbacks, building height, amount of off-street parking and loading spaces, parking lot dimensions, design and landscaping, bicycle parking, on-site landscaping, and fences and walls, as-well-as those development standards and guidelines specifically related to the particular land use being proposed (Residential). As a result of this review, the Planning Commission has determined that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the development standards and guidelines described in the Countryside Specific Plan.

SECTION 6: Planning Commission Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby APPROVES the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as “Attachment A,” and incorporated herein by this reference.

SECTION 7: 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 8: 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 9: Certification to Adoption. The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

**File No. PDEV21-027
Departmental Conditions of Approval**

(Departmental conditions of approval to follow this page)

Date Prepared: 6/9/2022

File No: PDEV21-027

Related Files: PMTT10-001 (TM 17450), PMTT10-002 (TM 17449)

Project Description: A hearing to consider Development Plan approval to construct 235 single-family dwellings on approximately 31.5 acres of land located at the southwest corner of Archibald Avenue and Chino Avenue, within Planning Area 2 (Neighborhoods 5 & 6) of the Countryside Specific Plan; (APNs: 0218-131-12, 0219-131-22, 0218-131-11, 0218-131-40, and 0218-131-43); **submitted by Lennar Homes of California, Inc.**

Prepared By: Edmelynn V. Hutter, Senior Planner
Phone: 909.395.2429 (direct)
Email: ehutter@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Time Limits.

(a) Development Plan approval shall become null and void 2 years following the effective date of application approval, unless a building permit is issued and construction is commenced, and diligently pursued toward completion, or a time extension has been approved by the Planning Director. This condition does not supersede any individual time limits specified herein, or any other departmental conditions of approval applicable to the Project, for the performance of specific conditions or improvements.

2.2 General Requirements. The Project shall comply with the following general requirements:

(a) All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape

and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department.

(b) The project site shall be developed in conformance with the approved plans on file with the City. Any variation from the approved plans must be reviewed and approved by the Planning Department prior to building permit issuance.

(c) The herein-listed conditions of approval from all City departments shall be included in the construction plan set for project, which shall be maintained on site during project construction.

2.3 Landscaping.

(a) The Project shall provide and continuously maintain landscaping and irrigation systems in compliance with the provisions of Ontario Development Code Division 6.05 (Landscaping).

(b) Comply with the conditions of approval of the Planning Department; Landscape Planning Division.

(c) Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by Ontario Development Code Division 6.05 (Landscaping) have been approved by the Landscape Planning Division.

(d) Changes to approved Landscape and Irrigation Construction Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Landscape Planning Division, prior to the commencement of the changes.

2.4 Walls and Fences. All Project walls and fences shall comply with the requirements of Ontario Development Code Division 6.02 (Walls, Fences and Obstructions).

2.5 Parking, Circulation and Access.

(a) The Project shall comply with the applicable off-street parking, loading and lighting requirements of City of Ontario Development Code Division 6.03 (Off-Street Parking and Loading).

(b) All drive approaches shall be provided with an enhanced pavement treatment. The enhanced paving shall extend from the back of the approach apron, into the site, to the first intersecting drive aisle or parking space.

(c) Areas provided to meet the City's parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

(d) The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

(e) Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

(f) Bicycle parking facilities, including bicycle racks, lockers, and other secure facilities, shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

2.6 Site Lighting.

(a) All off-street parking facilities shall be provided with nighttime security lighting pursuant to Ontario Municipal Code Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch.

(b) Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property.

2.7 Mechanical and Rooftop Equipment.

(a) All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

(b) All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened through the use of landscaping and/or decorative low garden walls.

2.8 Security Standards. The Project shall comply with all applicable requirements of Ontario Municipal Code Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

2.9 Signs. All Project signage shall comply with the requirements of the Countryside Specific Plan and Ontario Development Code Division 8.1 (Sign Regulations).

2.10 Sound Attenuation. The Project shall be constructed and operated in a manner so as not to exceed the maximum interior and exterior noised levels set forth in Ontario Municipal Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).

2.11 Covenants, Conditions and Restrictions (CC&Rs)/Mutual Access and Maintenance Agreements.

(a) CC&Rs shall be prepared for the Project and shall be recorded prior to the issuance of a building permit.

(b) The CC&Rs shall be in a form and contain provisions satisfactory to the City. The articles of incorporation for the property owners association and the CC&Rs shall be reviewed and approved by the City.

(c) CC&Rs shall ensure reciprocal parking and access between parcels.

(d) CC&Rs shall ensure reciprocal parking and access between parcels, and common maintenance of:

(i) Landscaping and irrigation systems within common areas;

(ii) Landscaping and irrigation systems within parkways adjacent to the project site, including that portion of any public highway right-of-way between the property line or right-of-way boundary line and the curb line and also the area enclosed within the curb lines of a median divider (Ontario Municipal Code Section 7-3.03), pursuant to Ontario Municipal Code Section 5-22-02;

(iii) Shared parking facilities and access drives; and

(iv) Utility and drainage easements.

(e) CC&Rs shall include authorization for the City's local law enforcement officers to enforce City and State traffic and penal codes within the project area.

(f) The CC&Rs shall grant the City of Ontario the right of enforcement of the CC&R provisions.

(g) A specific methodology/procedure shall be established within the CC&Rs for enforcement of its provisions by the City of Ontario, if adequate maintenance of the development does not occur, such as, but not limited to, provisions that would grant the City the right of access to correct maintenance issues and assess the property owners association for all costs incurred.

2.12 Disclosure Statements.

(a) A copy of the Public Report from the Department of Real Estate, prepared for the subdivision pursuant to Business and Professions Code Section 11000 et seq., shall be provided to each prospective buyer of the residential units and shall include a statement to the effect that:

(i) This tract is subject to noise from the Ontario International Airport and may be more severely impacted in the future.

(ii) Some of the property adjacent to this tract is zoned for agricultural uses and there could be fly, odor, or related problems due to the proximity of animals.

(iii) The area south of Riverside Drive lies within the San Bernardino County Agricultural Preserve. Dairies currently existing in that area are likely to remain for the foreseeable future.

(iv) This tract is part of a Landscape Maintenance District. The homeowner(s) will be assessed through their property taxes for the continuing maintenance of the district.

2.13 Environmental Review.

(a) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP04-001, the Countryside Specific Plan for which the Countryside Specific Plan Environmental Impact Report (State Clearing House #2004071001) was previously adopted by the City Council on 4/18/2006. This application introduces no new significant environmental impacts. The City's "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. The previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by this reference.

(b) If human remains are found during project grading/excavation/construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and Native American consultation has been completed (if deemed applicable).

(c) If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

2.14 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 any approval of the City of Ontario, whether by its City Council, Planning Commission or other authorized board or officer. 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.

2.15 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

(b) After the Project's entitlement approval, and prior to issuance of final building permits, the Planning Department's Plan Check and Inspection fees shall be paid at the rate established by resolution of the City Council.

2.16 Additional Requirements.

(a) At plan check submittal, the Applicant shall revise the enhanced elevation exhibit to also indicate that the following Lots have enhanced elevations:

(i) Tract 17449 – Lot 34 (Right); Lot 35 (Left); Lot 61 (Right); Lot 62 (Rear); Lot 69 (Rear); Lot 70 (Rear); Lot 83 (Rear); Lot 84 (Rear); Lot 91 (Rear); Lot 92 (Right).

(ii) Tract 17450 – Lot 21 (Right); Lot 25 (Left); Lot 73 (Rear); Lot 94 (Left); Lot 97 (Right); Lot 111 (Left); Lot 112 (Left); Lot 117 (Right); Lot 118 (Right); Lot 128 (Rear); Lot 135 (Rear); Lot 137 (Right).

(iii) Lots 114, 115 and 138 – The garage-side elevation of the listed lots are highly visible from private streets. The Applicant shall revise elevation plans to show enhanced elevation details for the garage elevation, subject to Planning Department approval.

(b) At plan check submittal, the Applicant shall submit sufficient detailed drawings with dimensions for the proposed window trim and similar architectural details to show that the window designs can be constructed as approved in this entitlement.

(c) The Project is subject to and shall comply with Resolutions PC11-012 (File No. PMTT10-002; Tract 17449) and PC11-013 (File No. PMTT10-001; Tract 17450) and the Conditions of Approval contained therein.



LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 6/9/2022

File No: PDEV21-027

Related Files: PMTT10-001 (TM 17450), PMTT10-002 (TM 17449)

Project Description: A hearing to consider Development Plan approval to construct 235 single-family dwellings on approximately 31.5 acres of land located at the southwest corner of Archibald Avenue and Chino Avenue, within Planning Area 2 (Neighborhoods 5 & 6) of the Countryside Specific Plan; (APNs: 0218-131-12, 0219-131-22, 0218-131-11, 0218-131-40, and 0218-131-43); **submitted by Lennar Homes of California, Inc.**

Prepared By: Edmelynn V. Hutter, Senior Planner
Phone: 909.395.2429 (direct)
Email: ehutter@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Time Limits.

(a) Development Plan approval shall become null and void 2 years following the effective date of application approval, unless a building permit is issued and construction is commenced, and diligently pursued toward completion, or a time extension has been approved by the Planning Director. This condition does not supersede any individual time limits specified herein, or any other departmental conditions of approval applicable to the Project, for the performance of specific conditions or improvements.

2.2 General Requirements. The Project shall comply with the following general requirements:

(a) All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape

and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department.

(b) The project site shall be developed in conformance with the approved plans on file with the City. Any variation from the approved plans must be reviewed and approved by the Planning Department prior to building permit issuance.

(c) The herein-listed conditions of approval from all City departments shall be included in the construction plan set for project, which shall be maintained on site during project construction.

2.3 Landscaping.

(a) The Project shall provide and continuously maintain landscaping and irrigation systems in compliance with the provisions of Ontario Development Code Division 6.05 (Landscaping).

(b) Comply with the conditions of approval of the Planning Department; Landscape Planning Division.

(c) Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by Ontario Development Code Division 6.05 (Landscaping) have been approved by the Landscape Planning Division.

(d) Changes to approved Landscape and Irrigation Construction Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Landscape Planning Division, prior to the commencement of the changes.

2.4 Walls and Fences. All Project walls and fences shall comply with the requirements of Ontario Development Code Division 6.02 (Walls, Fences and Obstructions).

2.5 Parking, Circulation and Access.

(a) The Project shall comply with the applicable off-street parking, loading and lighting requirements of City of Ontario Development Code Division 6.03 (Off-Street Parking and Loading).

(b) All drive approaches shall be provided with an enhanced pavement treatment. The enhanced paving shall extend from the back of the approach apron, into the site, to the first intersecting drive aisle or parking space.

(c) Areas provided to meet the City's parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

(d) The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

(e) Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

(f) Bicycle parking facilities, including bicycle racks, lockers, and other secure facilities, shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

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(a) All off-street parking facilities shall be provided with nighttime security lighting pursuant to Ontario Municipal Code Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch.

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(b) At plan check submittal, the Applicant shall submit sufficient detailed drawings with dimensions for the proposed window trim and similar architectural details to show that the window designs can be constructed as approved in this entitlement.

(c) The Project is subject to and shall comply with Resolutions PC11-012 (File No. PMTT10-002; Tract 17449) and PC11-013 (File No. PMTT10-001; Tract 17450) and the Conditions of Approval contained therein.

CITY OF ONTARIO
LANDSCAPE PLANNING DIVISION
 303 East "B" Street, Ontario, CA 91764

CONDITIONS OF APPROVAL

Sign Off



06/15/2022

Jamie Richardson, Sr. Landscape Planner

Date

Reviewer's Name:
Jamie Richardson, Sr. Landscape Planner

Phone:
(909) 395-2615

D.A.B. File No.:
 PDEV21-027

Case Planner:
 Edmelynne Hutter

Project Name and Location:
 Countryside - Lennar
 Tract 17449

Applicant/Representative:
 Lennar Homes – Blaine Humbles (951) 258-2313 blaine.humbles@lennar.com
 980 Montecito Drive #302
 Corona, CA

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Preliminary Plans (dated 05/26/2022) meet the Standard Conditions for New Development and have been approved considering that the following conditions below be met upon submittal of the landscape construction documents. |
| <input type="checkbox"/> | Preliminary Plans (dated) have not been approved. Corrections noted below are required before Preliminary Landscape Plan approval. |

A RESPONSE SHEET IS REQUIRED WITH RESUBMITTAL OR PLANS WILL BE RETURNED AS INCOMPLETE.

Landscape construction plans with plan check number may be emailed to:
landscapeplancheck@ontarioca.gov

Previous comments include additional direction in **red**:

Civil/ Site Plans

1. Parkway tree locations shall be shown on all tract maps and plans where utilities are proposed. Parkway trees are to be 30' apart, and where residential driveways occur, a maximum 45' apart. Show and note a 10' total space, 5' clearance each side of the tree from any utility or hardscape, including water, sewer, drain lines, driveways, and 10' clear from street lights. Relocate utilities to minimum clearances to allow parkway trees.
2. Corners; verify dimension and grade for required monumentation (see Specific Plan for detail). Adjacent walls shall not interfere with required monumentation.
3. Before permit issuance, stormwater infiltration devices located in landscape areas shall be reviewed and plans approved by the Landscape Planning Division. Any stormwater devices in parkway areas shall not displace street trees.
4. Show transformers set back 5' from paving all sides. Coordinate with landscape plans.
5. Show backflow devices set back 4' from paving all sides. Locate on level grade.
6. Locate utilities including light standards, fire hydrants, water, drain, and sewer lines to not conflict with required tree locations—coordinate civil plans with landscape plans.
7. Provide a utility clear space 8' wide in parkways 30' apart for street trees. Move water meters, drain lines, light standards to the utility minimum spacing and show utility lines at the edges of the parkway, toward the driveway apron, to allow space for street trees.
8. Show corner ramp and sidewalk per city standard drawing 1213 with max 10' or 13' of ramp and sidewalk behind corners. Show 5' sidewalk and 7' parkway within the right of way or as required by Engineering dept.
9. Typical lot drainage shall include a catch basin with gravel sump below each before exiting the property if no other water quality infiltration is provided.
10. Note and show on plans: all AC units shall be located in residential side yards, opposite the main back yard access path with gate, or a second gate and solid surface path on the opposite side shall be added for access.

11. Add Note to Grading Plans: Landscape areas where compaction has occurred due to grading activities and where trees or stormwater infiltration areas are located shall be loosened by soil fracturing. For trees, a 12'x12'x18" deep area; for stormwater infiltration, the entire area shall be loosened. Add the following information on the plans: The backhoe method of soil fracturing shall break up compaction. A 4" layer of Compost is spread over the soil surface before fracturing is begun. The backhoe shall dig into the soil lifting and then drop the soil immediately back into the hole. The bucket then moves to the adjacent soil and repeats. The Compost falls into the spaces between the soil chunks created. Fracturing shall leave the soil surface quite rough with large soil clods. These must be broken by additional tilling. Tilling in more Compost to the surface after fracturing per the soil report will help create an A horizon soil. Imported or reused Topsoil can be added on top of the fractured soil as needed for grading. The Landscape Architect shall be present during this process and provide certification of the soil fracturing. For additional reference, see Urban Tree Foundation – Planting Soil Specifications.

Landscape Plans

12. Provide details for the post base at Icon Shelter. The shelter shall include a decorative base that is in scale and appropriate in size and materials for the space.
13. Show location of backflow for drinking fountains.
14. Show backflow devices with 36" high strappy leaf shrub screening and trash enclosures and transformers, a 4'-5' high evergreen hedge screening. Do not encircle utility, show as masses and duplicate masses in other locations at regular intervals.
15. Locate light standards, fire hydrants, water, and sewer lines to not conflict with required tree locations. Coordinate civil plans with landscape plans.
16. Show all utilities on the landscape plans. Coordinate, so utilities are clear of tree locations.
17. Typical lot drainage shall include a catch basin with gravel sump below each before exiting the property if no other water quality infiltration is provided.
18. Landscape construction plans shall meet the requirements of the Landscape Development Guidelines. See <http://www.ontarioca.gov/landscape-planning/standards>
19. Provide phasing map for multi-phase projects.
20. After a project's entitlement approval, the applicant shall pay all applicable fees for landscape plan check and inspections at a rate established by resolution of the City Council.
21. Tract 17449 will be HOA maintained.



CITY OF ONTARIO MEMORANDUM

ENGINEERING DEPARTMENT CONDITIONS OF APPROVAL

(Engineering Services Division [Land Development Section and Environmental Section], Traffic & Transportation Division, Ontario Municipal Utilities Company and Information Technology & Management Services Department Conditions incorporated)

PROJECT ENGINEER: Antonio Alejos, Assistant Engineer *A.A.* (909) 395-2384

PROJECT PLANNER: Edmelynne Hutter, Senior Planner (909) 395-2429

DAB MEETING DATE: June 20th, 2022

PROJECT NAME/DESCRIPTION: PDEV21-027, a Development Plan approval to construct 235 single-family dwellings on approximately 31.5 acres of land. [Related Files: TM-17449 & TM-17450]

LOCATION: Southwest Corner of Archibald Av & Chino Av

APPLICANT: Lennar Homes of California, Inc.

REVIEWED BY: *Raymond Lee* 6/15/22
Raymond Lee, P.E. Date
Assistant City Engineer

APPROVED BY: *Khoi Do* 6-15-22
Khoi Do, P.E. Date
City Engineer

THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE GENERAL STANDARD CONDITIONS OF APPROVAL ADOPTED BY THE CITY COUNCIL (RESOLUTION NO. 2017-027) AND THE PROJECT SPECIFIC CONDITIONS OF APPROVAL SPECIFIED HEREIN. ONLY APPLICABLE CONDITIONS OF APPROVAL ARE LISTED BELOW. THE APPLICANT SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL APPLICABLE CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF PERMITS AND/OR OCCUPANCY CLEARANCE, AS SPECIFIED IN THIS REPORT.

1. Prior to issuance of any permits the applicant/developer shall comply with the requirements as set forth in the Amendment to the Standard Conditions of Approval for New Development Projects adopted by the City Council (Resolution No. 2017-027) on April 18, 2017; as well as project-specific conditions/requirements as outlined below:
2. The project shall comply with the Conditions of Approval for Tract Map No. 17449 & 17450, approved at the DAB meeting of January 19, 2011, attached herewith for reference, and in accordance with the Countryside Specific Plan and Development Agreement No. PDA10-001, as amended.
3. Chino Avenue shall be signed "No Stopping Anytime" and Archibald Avenue shall be signed "No Parking Anytime".
4. The applicant/developer shall be responsible to design and construct traffic signals at the Archibald Avenue & Dolomite Avenue and Chino Avenue & Kinglet Avenue intersections and shall include but not be limited to the following:

- a. Video detection, CCTV, interconnect/fiber optic communication equipment, cable and conduit, emergency vehicle preemption systems and bicycle detection to the satisfaction of the City Engineer. All new signal equipment shall be installed at its ultimate location, unless precluded by right-of-way limitations. The applicant/developer shall be responsible to design and construct the necessary pavement and striping transitions from existing roadway conditions to the widened roadway portions along all project frontages. Striping improvements shall include the removal existing interim signing and striping beyond the project frontage limits and the installation of ultimate signing and striping necessary to accommodate fully widened street improvements.

5. Ontario Municipal Utilities Company (OMUC) specific conditions:

- a. Prior to Building Permits:
 - i. Provide copies of both on-site and off-site utilities layout. We need both hard copies and digital files in PDF and AutoCAD format.
 - ii. Submittal of Engineering Report (ER) for recycled water usage for review and approval by the City and State. Review and approval process of ER is approximately 3 months.

For further information, please contact:
Cynthia Heredia-Torres
P (909) 395-2647
F (909) 395-2608
ctoress@ontarioca.gov

- b. Prior to Occupancy Release:
 - i. State shall approve ER.
 - ii. Successfully pass start-up, cross connection and overspray test.



ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

(Traffic/Transportation Division, Engineering Services Division and Ontario Municipal Utilities Company Conditions incorporated)

<input type="checkbox"/> DEVELOPMENT PLAN <input type="checkbox"/> OTHER	<input type="checkbox"/> PARCEL MAP <input type="checkbox"/> FOR CONDOMINIUM PURPOSES	<input checked="" type="checkbox"/> TRACT MAP
PROJECT FILE NO. TENTATIVE MAP FILE NO. TM 17449		
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISED: ___/___/___		

CITY PROJECT ENGINEER & PHONE:	Mike Eskander, Senior Associate Civil Engineer (909) 395-2132
CITY PROJECT PLANNER:	Rudy Zeledon, Senior Planner (909) 395-2422
DATE:	January 19, 2011
PROJECT NAME/ DESCRIPTION:	Residential Development – (Z-Lot) – 97du's within Countryside Specific Plan.
LOCATION:	S/O Chino Avenue, E/O Cucamonga Creek Channel, W/O Archibald Avenue.
APPLICANT:	Forestar Countryside, LLC
REVIEWED BY:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Khoi Do, PE Principal Engineer </div> <div style="text-align: center;"> <u>1/14/11</u> Date </div> </div>
APPROVED BY:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Raymond Lee, PE Assistant City Engineer </div> <div style="text-align: center;"> <u>1/14/2011</u> Date </div> </div>



ONLY APPLICABLE CONDITIONS ARE CHECKED. THE APPLICANT AND/OR APPLICANT'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL APPLICABLE CONDITIONS PRIOR TO FINAL MAP RECORDATION, ISSUANCE OF CONSTRUCTION PERMITS, AND/OR OCCUPANCY, AS SPECIFIED IN THIS REPORT.

1. PRIOR TO FINAL MAP RECORDATION

Check When Complete

- 1.01 Dedicate in fee simple the following right-of-way within the tract boundary PER COUNTRYSIDE SPECIFIC PLAN in locations listed below:
 - Southerly half of Chino Avenue to meet the typical street cross-section (required half street width = 44 ft along entire project frontage).
 - Kinglet Avenue per the applicable street section of the Countryside Specific Plan. Additional right-of-way shall also be obtained in order to construct required paved width (18 ft half street + 10 ft on eastern half) from Chino Avenue to southerly boundary of the tract.
 - Lettered lots B and C.

- 1.02 Reserve the following within the tract boundary:
 - Easement for Public Utility, Emergency Access and Solid Waste Collection across all private streets.
 - Public Utility Easement across lettered lot "K" to the City for Public Storm Drain and Sewer purposes.

- 1.03 Restrict all vehicular access except at the approved access points/ neighborhood entries per the approved Countryside Specific Plan.

- 1.04 Vacate the following streets and reserve easements:

- 1.05 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access parking areas and drives.

- 1.06 Provide final recordable copy of Covenants, Conditions and Restrictions as applicable to the project as approved by the City Attorney and Engineering and Planning Departments. These CC&R's shall ensure, among other things, common ingress and egress, joint maintenance of all common access parking areas, utilities and drives as applicable to the project. The CC&R's shall also cover the maintenance and repair of those public utilities (water, sewer, storm drain, recycled water, etc) that are located within open space. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to City standards. Include language to this effect in the CC&R's.

- 1.07 Prepare a fully executed Subdivision Agreement (on City approved format and forms) with accompanying security as required, or complete all public improvements.

- 1.08 Provide a monument bond (i.e. cash deposit) in an amount determined by the City's approved cost estimate spreadsheet (available for download on the City's website: www.ci.ontario.ca.us) or as specified in writing by the applicant's California Registered Professional Engineer or California Registered Land Surveyor of Record and approved by the City Engineer, whichever is greater.

- 1.09 Provide a preliminary title report not older than 30 days to the Engineering Department.

- 1.10 This subdivision is within the existing assessment districts as listed below. An application for reapportionment of assessment, together with payment of a reapportionment processing fee must be filed for each assessment district prior to final map approval. Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement: _____

- 1.11 The property owner shall be responsible for all costs associated with the annual operation and maintenance of the street lighting facilities and appurtenances that serve this property. This property shall be annexed to a Street Lighting Maintenance Assessment District. A Consent and Waiver of Annexation agreement, executed by all the record owner(s) of the property, together with payment of



an annexation processing fee of \$2,500.00 must be filed with the City prior to the issuance of a Building Permit or Final Subdivision Map/Lot Line Adjustment approval, whichever occurs first. Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement.

- 1.12 **NMC Developments:** Prior to City Council approval of any Final Map, or if no subdivision map is required, then prior to issuance of any permits, a Community Facilities District (CFD) shall be established pursuant to the Mello-Roos Community Facilities District Act of 1982. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole and exclusive lead agency in the formation of the CFD. Contact Mark Lassler in the Management Services Department at (909) 395-2124.
- 1.13 **NMC Developments:** Prior to approval of any Final Map, developer must submit evidence of City Council approved final cancellation of any Williamson Act Contracts associated with this tract.
- 1.14 **Well Site:** A City well site is required as part of this project. Unless otherwise approved by the Engineering Department, said site shall consist of a minimum 10,000 square feet of land area. Applicant shall show the location of the well site, as well as easements for access, water mains, and drain lines, if required on the site plan. The location of the well site should be discussed with the Utilities Department prior to preparing a Final Parcel/Tract Map.
- 1.15 **Other Conditions:**
 - The maintenance of streets, street lights and landscaping and irrigation on all private streets shall be maintained by the Home Owner's Association.
 - All street names shall conform to and be consistent with the City street names policy and shall be labeled correctly on the Final Map.
 - Lettered lot F shall be for "Private Park" dedicated to and maintained by the Home Owner's Association.
 - Lettered lot C along Kinglet Avenue shall be dedicated to and maintained by the Home Owner's Association.
 - Lettered lots A, D, E, G, H, P, Q and R (additional landscape area) shall be dedicated to and maintained by the Home Owner's Association.
 - Lettered lots I, J, K, L, M and N (common drive aisles, trail, paseo and/or landscape areas) shall be dedicated to and maintained by the Home Owner's Association.
 - The developer shall obtain the necessary right-of-way beyond the tract boundary from the adjacent easterly property in order to complete all necessary improvements for Kinglet Avenue.
 - The developer shall obtain the right-of-way and easements across Kinglet Avenue, Dolomite Street, Basanite Avenue and lot I in TM 17450 in order to complete all required improvements and public utility extensions.
 - The developer shall obtain the necessary right of way of Chino Avenue beyond the tract boundary from Cucamonga Creek Channel to the west tract limits to accommodate for the required improvements.
 - The developer shall obtain the necessary right-of-way/easement from the San Bernardino County Flood Control District (SBCFCD) in order to construct the bridge widening on Chino Avenue.
 - The final map shall comply with the approved Countryside Specific Plan and the conditions of approval.

2. PRIOR TO PERMITTING (GRADING, BUILDING, ENCROACHMENT, ETC)

A. GENERAL

- 2.01 Record Tract Map No.17449 pursuant to the Subdivision Map Act and in accordance with City Code. The original recorded map shall be returned to the City Engineer's office.
- 2.02 The subject site is a recognized parcel per _____
- 2.03 The subject parcel may be an unrecognized parcel and will require a subdivision map to be processed unless a deed can be supplied showing the existence of the parcel prior to the date of _____.



- 2.04 The project will require a subdivision map to be processed.
- 2.05 This project requires a Certificate of Compliance with Record of Survey/ Lot Line Adjustment/ Dedication of Easement to be processed.
- 2.06 **All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California, and submitted to the City Engineer for review and approval.**
- 2.07 Provide a copy of proposed Covenants, Conditions and Restrictions as applicable to the project to the City Engineer to be reviewed and approved by the City Attorney. These CC&R's shall ensure, among other things, common ingress and egress, joint maintenance of all common access parking areas, utilities and drives as applicable to the project. The CC&R's shall also cover the maintenance and repair of those public utilities (water, sewer, storm drain, recycled water, etc) that are located within open space. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to City standards. Include language to this effect in the CC&R's.
- 2.08 **The applicant shall obtain an Encroachment Permit and Traffic Control Permit, as required, for all work within the public right-of-way.**
- 2.09 In lieu of constructing the required public improvements, an agreement and security in an amount acceptable to the City Engineer may be submitted to guarantee proper construction of the public improvements. All security must be acceptable to City Attorney's office, pursuant to Government Code, Section 66499 and City's Subdivision Ordinance.
- 2.10 **All Development Impact Fees (DIF) shall be paid to the Building Department prior to permit issuance.**
- 2.11 **All existing street and property monuments within or abutting this project site shall be preserved consistent with AB1414. If during construction of onsite or offsite improvements, monuments are damaged or destroyed, the applicant shall retain a licensed land surveyor or civil engineer to set new monuments, to the satisfaction of the City Engineer.**
- 2.12 **Detailed on-site utility information shall be shown on the grading plan, which includes but is not limited to, location of monitoring manholes, backflow prevention devices, exact location of laterals, etc. (include low, average, and peak water demand in GPM for the proposed development and proposed water meter size). The grading plan will not be approved by the Engineering Department until this detailed utility information is included on the plans.**
- 2.13 Submit electronic files (in PDF file, on disc) of project related off-site improvement plans. These electronic files shall accompany all submittals of improvement plans to be reviewed by the City, including any City redline comments on previous submittals.
- 2.14 Submit a soils/geology report to the project engineer for review and approval in accordance with Government Code, Section 66434.5 as required by the City Engineer.
- 2.15 **Other Agency Permit/Approval: Prior to issuance of permits from the Engineering Department, this project will require a permit from the following agencies:**
 - Caltrans
 - San Bernardino County Road Department
 - San Bernardino County Flood Control District (SBCFCD) for any encroachment onto SBCFCD right-of-way and connection.**
 - FEMA
 - Cucamonga Valley Water District (CVWD) for Sewer/Water service
 - Army Corps of Engineers (ACOE)
 - Southern California Edison (SCE) for encroachment and improvements to be constructed in SCE right-of-way.**
 - IEUA for point of connection to Eastern Trunk Sewer Line and Master Planned Recycled Water line.**



- 2.16 Dedicate the following right-of-way in locations listed below:
- 2.17 **NMC Developments**

1. On-site wells shall be destroyed/ abandoned per the County Health Department Guidelines. A copy of such permit shall be provided to the Engineering Department and Public Works Agency prior to issuance of grading and/or building permits.

2. If the Developer proposes temporary use of an existing agricultural well for purposes other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by the agreement.

- 2.18 Other Conditions:

B. PUBLIC IMPROVEMENTS

Refer to attached Exhibit 'A' for Plan Check Submittal Requirements.

- 2.20 Design and construct full public improvements in accordance with City Code, Standards and Specifications, the 2011 Water and Sewer Master Plans and the other approved Master plans, the approved Countryside Specific Plan for the area and/or the Development Agreement for Forestar Countryside, LLC. Such public improvements may include, but not be limited to, the following:

Improvement Item	Chino Avenue	All Interior Streets (Private)	Kinglet Avenue	
Curb & Gutter	<input checked="" type="checkbox"/> New; 32 ft from C/L south <input type="checkbox"/> Replace Damaged	<input checked="" type="checkbox"/> New; 18 ft from C/L on both sides. <input type="checkbox"/> Replace Damaged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replace Damaged	<input type="checkbox"/> New <input type="checkbox"/> Replace Damaged
AC Pavement	<input checked="" type="checkbox"/> Widen to 30 ft from CL south plus 19 ft from CL north including pavement trans. <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New; 16 ft from CL on both sides. <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
PCC Driveway Approach	<input type="checkbox"/> New <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
Sidewalk	<input checked="" type="checkbox"/> New; 5ft sidewalk <input type="checkbox"/> Replacement, as required	<input checked="" type="checkbox"/> New; 5 ft sidewalk <input type="checkbox"/> Replacement, as required	<input checked="" type="checkbox"/> New; 5 ft sidewalk <input type="checkbox"/> Replacement	<input type="checkbox"/> New; 5 ft sidewalk <input type="checkbox"/> Replacement
ADA Access Ramp	<input checked="" type="checkbox"/> New at Starling and Kinglet Avenues <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New at street intersections. <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
Parkway	<input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaping (w/irrigation).	<input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaping (w/irrigation).	<input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaping (w/irrigation).	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation).



	<input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Hard Landscaping
Raised Median	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard Landscaping
Street Lights	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input type="checkbox"/> New <input type="checkbox"/> Relocation
Fire Hydrant (300-ft intervals as needed)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input type="checkbox"/> New <input type="checkbox"/> Relocation
Water Service (See sec. 2D)	<input checked="" type="checkbox"/> Main <input type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Sewer Service (See sec. 2C)	<input type="checkbox"/> Main <input type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Recycled Water Service (See sec. 2E)	<input checked="" type="checkbox"/> Main <input type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Storm Drain (See sec. 2H)	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Catch Basin	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Catch Basin	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Catch Basin	<input type="checkbox"/> Main <input type="checkbox"/> Catch Basin
Traffic Signal Facilities (See sec. 2G)	<input checked="" type="checkbox"/> New at Starling Avenue <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Traffic Signing and Striping, as required (See sec. 2G)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Bus Stop and/or Turn-out	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Underground Overhead Utilities (see item 2.26)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Other req'd improvements				

* SPECIFIC NOTES FOR IMPROVEMENTS LISTED IN ITEM 2.20.

- Either design and construct the south half of the Chino Avenue bridge, including pavement transitions, prior to the release of building permits for production units, or provide an acceptable form of security to the City for full costs of the design and construction prior to the release of building permits for production units and design and complete construction prior to the release of the 134th building permit.
- Design and construct private interior streets per City Standards (parkway width and



street cross sections shall be per the approved Countryside Specific Plan). Water, recycled water, sewer, storm drain and fiber optic improvements within these private streets shall be public facilities, owned and maintained by the City.

- Design and construct Fiber Optic improvements in all the streets within TM 17449, including Chino Avenue along the property frontage and conduits crossing Cucamonga Creek Channel as part of the bridge widening.
- Design and construct full frontage improvements on the south side of Chino Avenue from Cucamonga Creek Channel to the west tract limits and 14ft westbound lane plus 5ft shoulder including the required transitions.
- All public utilities within private streets shall be designed and constructed per City standards and constructed within acceptable public utility easements. The CC&RS shall contain language that requires all future work by the HOA within, over and across said easements to be plan checked and inspected by the City, including the payment of applicable fees. Generally, utilities will not be accepted as public within alleys, parking areas or driveways. The extent to which said utilities will be accepted as public utilities shall be determined, at the full discretion of the City, during final design plan review.
- During the course of maintenance of public utilities within private streets, the City will restore the streets per current City standards for trench backfill, pavement repair, and hardscaping or landscaping, as applicable. Restoration of any enhancements above and beyond City standards, including but not limited to architectural paving, hardscaping and landscaping enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements.

- 2.21 OMC Developments: For all developments in the Old Model Colony (OMC), utility services, which include sanitary sewers, one 1" minimum potable and recycled water service, electric power, gas, telephone, and cable television, shall be provided, when required, to each parcel. All utilities shall be undergrounded.
- 2.22 NMC Developments: For all developments in the New Model Colony (NMC), utility services, which include sanitary sewers, one 1" minimum water service, electric power, gas, and OntarioNet fiber optic conduit, shall be provided to each parcel. All utilities shall be undergrounded. In addition, the applicant shall incorporate OntarioNet fiber optic conduit system design into the project dry utility plans or other utility plans as applicable. Contact the Engineering Department for additional information.
- 2.23 The following existing streets being cut for new services or being finished with curb and gutter may require an asphalt concrete overlay: _____
- 2.24 Reconstruction of the full pavement structural section for Chino Avenue may be required based on existing pavement condition and final street design.
- 2.25 This property is within the water/ sewer service area of the Cucamonga Valley Water District (CVWD). Applicant shall make arrangements with CVWD for those services and provide the City with proof that all CVWD fees have been paid.
- 2.26 Overhead utilities shall be under-grounded, in accordance with Title 7 of the City's Municipal Code. Said improvements shall be completed prior to Building Permit issuance, and all costs associated with said improvements shall be solely borne by the applicant.
- 2.27 Other conditions:

C. SEWER

- 2.30 ___inch sewer main is available for connection by this project
- 2.31 No sewer line is available for direct connection. Applicant shall design and construct a sewer main extension.
- 2.32 The applicant shall utilize existing laterals provided by Parcel Map No. 18094 for connection to the



- 2.32 The applicant shall utilize existing laterals provided by Parcel Map No. 18094 for connection to the public sewer system.
- 2.33 On-site monitoring facilities shall be installed for all commercial or industrial units in accordance with City Standards and shall be shown on the grading plans of the project.
- 2.34 The project site is within a deficient public sewer system area. Applicant shall submit expected peak loading values to the City for modeling the impact to the existing sewer system. Applicant shall be responsible for all costs associated with the preparation of the model. Based on the results of the analysis, the applicant/developer may be required to mitigate the project impacts to the deficient public sewer system including but not limited to; upgrading of existing sewer main(s), construction of new sewer main(s), or diversion of sewer discharge to other sewer.
- 2.35 **Other Conditions:**
 - **Construct an 8 inch sewer main in the interior streets, a 12 inch main in Kinglet Avenue and a 12 inch main in Dolomite street and connect to the existing Eastern Trunk sewer line in Archibald Avenue.**

D. WATER

- 2.40 _____-inch water line is available for connection by this project in _____. [Ref. Water Plan Dwg # _____ (Barcode: _____)]
- 2.41 **No water line is available for direct connection. Applicant's Engineer shall design and construct new public water facilities (on-site and off-site) needed for water service within the Francis Zone (930' zone), in accordance with the 2011 Water Master Plan. The construction of these improvements shall be completed prior to the release of building permit.**
- 2.42 A main upgrading will be required in order to provide for the required fire flow for this development.
- 2.43 **Contact the City of Ontario Fire Department for approval of on-site fire hydrants and services as required.**
- 2.44 **Offsite fire hydrant locations and appropriate main sizes shall be established and approved by Engineering and Fire Departments, in accordance to City Standards @300 ft intervals**
- 2.45 **Backflow prevention devices may be required for:**
 - (a) All commercial / industrial service laterals.
 - (b) All on-site fire systems.
 - (c) Any business where any hazardous substances may be stored or used.
 - (d) For all recycled water connections.
 - (e) Irrigation Systems
- 2.46 The applicant shall utilize existing service laterals provided for connection to the public water system.
- 2.47 **Water Meter sizes shall be based on the peak water demand. Fee shall be based on meter size and quantity purchased. The applicant shall contact Engineering Department for current fees.**
- 2.48 **Other Conditions:**
 - **Design and construct water main improvements for the Francis zone (930' zone) loop per 2011 Water Master Plan. The applicant is responsible for obtaining all right-of-way required to construct these improvements.**
 - **Design and construct the internal water distribution system and a 12 inch water main in Kinglet Avenue and Dolomite Street and connect to the water mains in Chino and Archibald Avenues. The applicant is responsible for obtaining all right-of-way required to construct these improvements.**
 - **No temporary connection to the Phillips zone (1010' zone) will be allowed.**

E. RECYCLED WATER



- 2.50 A recycled water main currently exists in the vicinity of this project. The applicant is required to design and construct an onsite irrigation system (or other authorized use) for this project using pipes, sprinklers, and other fittings specifically suited for recycled water (i.e. purple pipes, fittings, etc.) per all applicable standards including City Ordinance No. 2689 – Chapter 8C – Recycle water use, California Department of Public Health (CDPH) and building/plumbing codes.
- 2.51 A recycled water main does not exist in the vicinity of this project but is planned for the near future. The applicant shall connect to the recycled water main for approved uses when available in the vicinity of the project applicant. The applicant is required to design and construct an onsite irrigation system (or other authorized use) for this project using pipes, sprinklers, and other fittings specifically suited for recycled water (i.e. purple pipes, fittings, etc.) per all applicable standards including City Ordinance No. 2689 – Chapter 8C – Recycled water use, California Department of Public Health (CDPH) and building/plumbing codes.
- 2.52 A single connection is required for recycled water use in the immediate vicinity of public street right-of-way. The Applicant shall protect the City's potable water supply from cross connection as per section 6-8.720 of City's Ordinance no. 2689. Plans for connection in the public right-of-way and cross connection device will be submitted to the Engineering Department for review and approval.
- 2.53 Onsite plumbing for all recycled water uses shall meet all applicable standards including California Department of Public Health (CDPH) and building/plumbing codes. Onsite plans will need to be reviewed and approved by both the Building Department and the Ontario Municipal Utilities Company.
- 2.54 Submit 4 sets of engineer's report (ER) for use of recycled water with a proof showing they have been submitted to California Department of Public Health (CDPH) for approval. Provide one electronic copy of the ER in PDF format.
- 2.55 The Review and approval process by the City and CDPH is approximately three (3) months. The applicant shall submit an Engineering Report (ER) for recycled water usage for approval by the City and CDPH.
- 2.56 Other Conditions:
 - Design and construct a 32 inch recycled water line per the 2011 Recycled Water Master Plan in Chino Avenue from the existing IEUA recycled water line at Newton Avenue to Kinglet Avenue to the satisfaction of the City Engineer.
 - Design and construct the recycled water distribution system in the interior streets and connect to the 32 inch recycled water main in Chino Avenue.
 - All landscaped areas fronting Chino Avenue, as well as any proposed parks, and significant landscaped areas shall be irrigated with recycled water.

F. SOLID WASTE

- 2.58 Comply with City refuse collection standards:
 - (a) Commercial – Applicant shall comply with Municipal Code Sec. 6-3.314 Commercial Storage Standards, and Sec. 6-3.601 Business Recycling Plan.
 - (b) Apartment – For apartments using commercial bin service applicant shall comply with Municipal Code Sec. 6-3.314 Commercial Storage Standards and Sec. 6-3.601 Business Recycling Plan.
 - (c) Residential – For curbside automated container service applicant shall comply with Municipal Code Sec. 6-3.308.9(a) and (d), Residential Receptacles, Placement.
 - (d) Recycling Requirements – Applicant shall comply with Municipal Code Article 6. Recycling Requirements for Specified Business Activity, Sec. 6-3.601 Business Recycling Plan, and Sec. 6-3.602 Construction and Demolition Recycling Plan.
 - (e) Site Improvement Plans shall follow the City of Ontario refuse collections standards.

2.59 Other Conditions: _____.



G. TRAFFIC/TRANSPORTATION

- 2.60 Any drive approaches or construction of other improvements in the Caltrans right-of-way shall be approved by Caltrans as to type, size, and location of the proposed improvements. The applicant shall provide the City with a copy of the Caltrans permit prior to issuance of Encroachment Permit.
- 2.61 Submit a focused traffic impact study. The study shall address any or all of the following issues as required by the City Traffic/Transportation Manager: parking, on and off-site circulation, and/or build-out and future years traffic level of service (LOS) and impacts at intersections selected by the City.
- The applicant shall construct all mitigation, or pay fair-share costs identified in the report as required by the City Traffic/Transportation Manager. When appropriate, the traffic study shall also identify timelines for construction of required traffic mitigation and other public improvements for phased or master planned developments.
- 2.62 Submit a County of San Bernardino, Congestion Management Plan Traffic Impact Analysis (CMP-TIA) in accordance with the latest edition of the CMP document, and to the satisfaction of the City Traffic/Transportation Manager and the San Bernardino Association of Governments (SanBAG). The applicant shall construct all mitigation or pay fair-share costs identified in the report and as required by the City Traffic/Transportation Manager.
- 2.63 **Other Conditions:**
- **On-street parking shall not be allowed along the Chino Avenue project frontage. Parking shall also be prohibited along the proposed common drive aisles/alleys.**
 - **The developer shall pay an in-lieu fee for 50% of the design and construction cost of the new traffic signal system at the intersection of Chino Avenue at Starling Avenue. Starling Avenue shall line up with the roadway to the north (Colonial Street as shown on TM 16045).**
 - **Design and construct the full frontage improvements along Kinglet Avenue within the tract boundary and an additional 10 ft of pavement on the eastern side, between Chino Avenue and the southerly boundary of the tract. The Developer shall barricade Kinglet Avenue at Crane Court until such time development occurs to the south of the tract.**
 - **Chino Avenue improvements shall include transitions to existing streets and the limits of these improvements shall begin from the eastern tract boundary to the catch basin/low point approximately 100 ft west of the western tract boundary.**

H. DRAINAGE / HYDROLOGY

- 2.70 **A hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California, in accordance with the San Bernardino County Hydrology Manual and the City of Ontario's Standards and Guidelines is required. The applicant's Engineer should contact the Engineering Department for specific details to be included in the report. Additional drainage facilities may be required as a result of the findings of this study.**
- 2.71 Since no adequate drainage facility exists downstream to accept additional runoff, a retention/infiltration basin of appropriate size shall be designed and constructed per City Standards. Show its location and size on the Grading/Drainage Plan. Post-development flows shall not exceed 80% of pre-development flows.
- 2.72 Any drainage above historical flow routed onto adjacent property must be directed to a recorded private drainage easement. Applicant must provide a copy of the recorded document (i.e. letter of acceptance of drainage, in a format acceptable to the City) to the Engineering Department prior to approval of the Grading/drainage Plan.
- 2.73 Proposed site/portion of site falls within SFHA (Special Flood Hazard Area) as indicated on the FIRM (Flood Insurance Rate Maps) and is subjected to flooding in a 100 year frequency storm. This site plan will be subject to the provisions of the National Flood Insurance program and comply with the City's Flood Damage Prevention Ordinance #2409.
- 2.74 **Other Conditions:**
- **Design and construct storm drain improvements in the internal streets and connect to**



- the offsite storm drain system in TM 17450.
- Design and construct offsite storm drain improvements within TM 17450 and connect to Deer Creek Channel per the approved Countryside Specific Plan. The applicant shall provide proof of approval from SBCFCD for encroachment onto SBCFCD right-of-way and connection to Deer Creek Channel or the applicant shall provide an alternate design to address the drainage of storm water runoff for this tract.

I. STORMWATER QUALITY (NPDES)

- 2.80 Prior to the approval of the Grading Plan and issuance of Grading Permits, an Erosion and Sediment Control Plan shall be submitted to and approved by the Engineering Department. The Erosion and Sediment Control Plan shall specifically identify the Best Management Practices (BMPs) that will be implemented on this project during construction, to reduce the discharge of sediment and other pollutants into the City's storm drain system. An electronic copy of the City's "Erosion and Sediment Control Plan Requirements" is available upon request.
- 2.81 Prior to the approval of the Grading Plan and issuance of Grading Permits, a completed Water Quality Management Plan (WQMP) shall be submitted to and approved by the Engineering Department. The WQMP shall be submitted on the San Bernardino County Stormwater Program's model form and shall identify all Post-Construction, Site Design, Source Control and Treatment Control Best Management Practices (BMPs) that will be incorporated into the development project in order to minimize the adverse effects on receiving waters. Please direct all questions on the WQMP to Mr. Steve Wilson at (909) 395-2389. An electronic copy of the WQMP standard form is available on-line at: http://www.waterboards.ca.gov/santaana/water_issues/programs/stormwater/sb_wqmp.shtml. An electronic copy of the companion Guidance document for preparation of the WQMP is also available at: http://www.waterboards.ca.gov/santaana/water_issues/programs/stormwater/sb_wqmp.shtml.
- 2.82 NMC Developments: This development project is within the eastern half of the New Model Colony, which is tributary to the proposed regional wetlands in the ultimate condition. Prior to the approval of the Grading Plan and issuance of Grading Permits, interim and permanent on-site water quality measures consistent with the requirements for New Development in the SB County Regional Stormwater Program WQMP shall be incorporated into the Grading Plan and the WQMP for this project. All stormwater runoff pollutants not adequately addressed by on-site Source Control, and Site Design BMPs or off-site treatment controls shall be addressed by on-site Treatment Control BMPs.
- 2.83 All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to obtain coverage under the State Water Resources Control Board's General Permit For Storm Water Discharges Associated With Construction Activity. Proof of filing a Notice of Intent (NOI) with the State for coverage under this permit is required prior to approval of the grading plan and issuance of grading permits. The applicant shall submit a copy of the Waste Dischargers Identification Number (WDID) for coverage under the General Construction Permit to the Engineering Department. More detailed information regarding the General Permit, applicable fee information and the necessary forms to complete the NOI are available on the web at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_const.shtml. An electronic An electronic copy of the NOI form and instructions is available upon request.
- 2.84 SWPPP Plan – All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to prepare a Storm Water Pollution Prevention Plan (SWPPP), utilizing the model form in Appendix B of the 2003 CASQA Stormwater Best Management Practices (BMP) Handbook for Construction at: www.cabmphandbooks.com and submit a copy of the plan to the City of Ontario Engineering Department for review. A copy of the adopted SWPPP shall be maintained in the construction site office at all times during construction and the Site Superintendent shall use the plan to train all construction site contractors and supervisory personnel in construction site BMP, prior to starting work on the site.
- 2.85 401/404 Permits – Development and/or construction work that will permanently or temporarily affect any surface water body (lake, creek, open drainage channel, etc.) may require a 404 Permit from the Army Corps of Engineers and/or a 401 Water Quality Certification from the Santa Ana Regional Water



Quality Control Board (RWQCB). The groups of water bodies classified in these requirements are perennial and ephemeral (flow only during rain conditions) and include direct connections into SB County Flood Control District Channels as well as new storm drains tributary to those direct connections. Prior to Grading Permit issuance, a copy of any applicable 404 Permit and/or 401 Certification for this project must be submitted to the City's project engineer. If a 404 permit and/or 401 certification are not required, a letter stating such from the applicant's engineer must be submitted. Contact information: Army Corps of Engineers (909) 794-7704 or (805) 585-2147, RWQCB (909) 782-4990 or (909) 782-3234.

2.86 Other Conditions:

J. SPECIAL DISTRICTS

2.90 The subject site is within the below special district(s). Special assessments or special taxes are levied annually on this property and are included on the annual property tax bill that is issued by the County. For further information, contact Mark Lassler in the Administrative Services at (909) 395-2124.

2.91 The property owner shall be responsible for all costs associated with the annual operation and maintenance of the street lighting facilities and appurtenances that serve this property. This property shall be annexed to a Street Lighting Maintenance Assessment District. A Consent and Waiver to Annexation agreement, executed by all the record owner(s) of the property, together with payment of an annexation processing fee of \$2,500.00 must be filed with the City prior to the issuance of a Building Permit or Final Subdivision Map/Lot Line Adjustment approval, whichever occurs first. Contact Mark Lassler in the Management Services at (909) 395-2124 regarding this requirement.

2.92 Prior to approval of the final subdivision map and/or lot line adjustment referred to in Section 1 and/or Section 2 of this report. An application for reapportionment of assessments and processing fee shall be filed for each of the following Assessment Districts.

Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement.

2.93 *The subject project lies within the following special drainage impact zone/fee district and is required to pay the applicable fee as estimated below prior to the issuance of building permit:*

Special Drainage Impact Zone II

*Estimated Fee = AC x \$2,696.29/ac = \$

Others: _____.

**Contact Mark Lassler in the Administrative Services at (909) 395-2124 to obtain the exact fee amount.*

2.94 **NMC Developments:** Prior to City Council approval of any Final Map, or if no subdivision map is required, then prior to issuance of any permits, a Community Facilities District (CFD) shall be established pursuant to the Mello-Roos Community Facilities District Act of 1982. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole and exclusive lead agency in the formation of the CFD. Contact Mark Lassler in the Management Services at (909) 395-2124.

2.95 Other Conditions: _____

3. PRIOR TO CERTIFICATE OF OCCUPANCY

3.01 All remaining fees/ deposits required by the Engineering Department must be paid in full prior to issuance of a Certificate of Occupancy.



- 3.02 All requirements including construction of improvements covered in Section 2, must be completed to the satisfaction of the City Engineer.
- 3.03 Submit a set of Record Drawings on mylar on all Engineering Department approved project plans for review and approval.
- 3.04 Record an approved "Water Quality Management Plan and Stormwater BMP Transfer, Access and Maintenance Agreement" with the San Bernardino County Recorder on a standard City form. An electronic copy of this document is available at the City's website.
- 3.05 Set all monuments in accordance with the final map, and submit all centerline ties to the Engineering Department. Any monuments damaged as a result of construction, shall be reset to the satisfaction of the City.
- 3.06 Other Conditions: _____

EXHIBIT 'A'

ENGINEERING SERVICES DIVISION



First Plan Check Submittal Checklist

If any of the checked items below are missing, your submittal will be returned, un-checked, until all required items are submitted.

Project Number: TM 17449

Items Required for First Plan Check Submittal:

(PDF copies of all required documents listed below are required with each submittal. For subsequent submittals, PDF copies of the City's previous redline comments are also required)

- A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK**
- Check(s) for Plan Check fees.
- 1 Copy of Engineering Cost Estimate (On City forms) with Engineer's Wet Signature and Stamp
- 1 Copy of approved Conditions of Approval and approved tentative map.
- 4 Sets of Potable Water Demand Calculations (include water demand calculations showing low, average, and peak water demand in GPM for the proposed development and proposed water meter size).
- 4 Sets of Public Street Improvement Plans showing the Street Cross- Sections. In addition, private street improvement plans shall be prepared and submitted for review by the Engineering Department.
- 4 Sets of Public Domestic Water Plans.
- 4 Sets of Recycled Water Plans (include Recycled water demand calculations showing low, average, and peak water demand in GPM for the proposed development and proposed water meter size and an exhibit showing the limits areas being irrigated by each recycled water meter)
- 4 Sets of Public Sewer Plans
- 4 Sets of Public Storm Drain Plans
- 4 Sets of Street-Light Plans
- 4 Sets of Fiber Optic improvement plans
- 4 Sets of Signing/ Striping Plans
- 4 Sets of Traffic Signal Plans
- 2 Copies of Water Quality Management Plan (WQMP) and Stormwater Pollution Prevention Plan (SWPPP).
- 2 Copies of Hydrology/ Drainage Study
- Check for Final Map processing fees
- 3 Sets of Final Map.
- 2 Copies of Preliminary Title Report (within last 30 days)
- 2 Copies of Closure Calcs
- 1 Set of Supporting Documents and Maps (legible copies): referenced record Final Maps (full size, 18"x26"), Assessor's Parcel Map (full size, 11"x17"), recorded documents such as Deeds, easements, etc.
- 2 Copies of all referenced approved improvement plans (full size).
- Note: Grading/drainage plans (including any public improvements) shall be submitted to the Building Department for processing.



ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

(Traffic/Transportation Division, Engineering Services Division and Ontario Municipal Utilities Company Conditions incorporated)

<input type="checkbox"/> DEVELOPMENT PLAN <input type="checkbox"/> OTHER	<input type="checkbox"/> PARCEL MAP <input checked="" type="checkbox"/> TRACT MAP <input type="checkbox"/> FOR CONDOMINIUM PURPOSES
PROJECT FILE NO. TENTATIVE MAP FILE NO. TM 17450	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISED: __/__/__	

CITY PROJECT ENGINEER & PHONE: **Mike Eskander, Senior Associate
Civil Engineer (909) 395-2132**


CITY PROJECT PLANNER: **Rudy Zeledon, Senior Planner
(909) 395-2422**

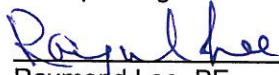
DATE: **January 19, 2011**

PROJECT NAME/ DESCRIPTION: **Residential Development
(Cluster) – 138 lots within
Countryside Specific Plan**

LOCATION: **S/O Chino Avenue , E/O Cucamonga
Creek Channel, W/O Archibald Ave**

APPLICANT: **Forestar Countryside, LLC**

REVIEWED BY:  1/14/11
Khoi Do, PE Date
Principal Engineer

APPROVED BY:  1/14/2011
Raymond Lee, PE Date
Assistant City Engineer



ONLY APPLICABLE CONDITIONS ARE CHECKED. THE APPLICANT AND/OR APPLICANT'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL APPLICABLE CONDITIONS PRIOR TO FINAL MAP RECORDATION, ISSUANCE OF CONSTRUCTION PERMITS, AND/OR OCCUPANCY, AS SPECIFIED IN THIS REPORT.

1. PRIOR TO FINAL MAP RECORDATION

Check When Complete

- 1.01 Dedicate in fee simple the following right-of-way within PER COUNTRYSIDE SPECIFIC PLAN in locations listed below:
 - Kinglet Avenue per the applicable street section of the Countryside Specific Plan. Additional right of way shall also be obtained from Neighborhoods 5 and 7 in order to construct the required paved width of 28 ft on Kinglet Avenue from the northerly tract boundary to Chino Avenue.
 - Dolomite Avenue per the applicable street section of the Specific Plan. Additional right of way shall also be obtained in order to construct the required curb to curb improvements from Kinglet Avenue to Archibald Avenue and for the full roundabout at the intersection with Kinglet Avenue.
 - Archibald Avenue per the applicable street section of the Countryside Specific Plan. Additional right of way beyond the project frontage shall also be obtained to accommodate required improvements and pavement transitions on the west side of Archibald Avenue per condition 2.63.
- 1.02 Reserve the following within the tract boundary:
 - Easement for Public Utility, Emergency Access and Solid Waste Collection across all private streets within the Tentative Map.
 - A Public Utility Easement across lettered lot I for Public Storm Drain purposes.
- 1.03 Restrict all vehicular access except at the approved access points/ neighborhood entries per the approved Countryside Specific Plan.
- 1.04 Vacate the following streets and reserve easements:
- 1.05 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access parking areas and drives.
- 1.06 Provide a copy of proposed Covenants, Conditions and Restrictions as applicable to the project to the City Engineer to be reviewed and approved by the City Attorney. These CC&R's shall ensure, among other things, common ingress and egress, joint maintenance of all common access parking areas, utilities and drives as applicable to the project. The CC&R's shall also cover the maintenance and repair of those public utilities (water, sewer, storm drain, recycled water, etc) that are located within private roadways. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to City standards. Include language to this effect in the CC&R's.
- 1.07 Prepare a fully executed Subdivision Agreement (on City approved format and forms) with accompanying security as required, or complete all public improvements.
- 1.08 Provide a monument bond (i.e. cash deposit) in an amount determined by the City's approved cost estimate spreadsheet (available for download on the City's website: www.ci.ontario.ca.us) or as specified in writing by the applicant's California Registered Professional Engineer or California Registered Land Surveyor of Record and approved by the City Engineer, whichever is greater.
- 1.09 Provide a preliminary title report not older than 30 days to the Engineering Department.
- 1.10 This subdivision is within the existing assessment districts as listed below. An application for reapportionment of assessment, together with payment of a reapportionment processing fee must be filed for each assessment district prior to final map approval. Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement: _____
- 1.11 The property owner shall be responsible for all costs associated with the annual operation and



maintenance of the street lighting facilities and appurtenances that serve this property. This property shall be annexed to a Street Lighting Maintenance Assessment District. A Consent and Waiver to Annexation agreement, executed by all the record owner(s) of the property, together with payment of an annexation processing fee of \$2,500.00 must be filed with the City prior to the issuance of a Building Permit or Final Subdivision Map/Lot Line Adjustment approval, whichever occurs first. Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement.

- 1.12 **NMC Developments: Prior to City Council approval of any Final Map, or if no subdivision map is required, then prior to issuance of any permits, a Community Facilities District (CFD) shall be established pursuant to the Mello-Roos Community Facilities District Act of 1982. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole and exclusive lead agency in the formation of the CFD. Contact Mark Lassler in the Management Services Department at (909) 395-2124.**
- 1.13 **NMC Developments: Prior to approval of any Final Map, developer must submit evidence of City Council approved final cancellation of any Williamson Act Contracts associated with this tract.**
- 1.14 Well Site: A City well site is required as part of this project. Unless otherwise approved by the Engineering Department, said site shall consist of a minimum 10,000 square feet of land area. Applicant shall show the location of the well site, as well as easements for access, water mains, and drain lines, if required on the site plan. The location of the well site should be discussed with the Utilities Department prior to preparing a Final Parcel/Tract Map.
- 1.15 **Other Conditions:**
 - The maintenance of streets, street lights and landscaping and irrigation on all private streets shall be maintained by the Home Owner's Association.
 - All street names shall conform to and be consistent with the City street name policy and shall be labeled correctly on the Final Map.
 - Lettered lot C shall be for "Private Park" dedicated to and maintained by the Home Owner's Association.
 - Lettered lots E and F for "Private Recreation Area" shall be dedicated to and maintained by the Home Owner's Association.
 - Lettered lots A, B, D, I and M - P (landscape lots) shall be dedicated to and maintained by the Home Owner's Association.
 - Lettered lots J, K and L (common drive aisles, trail and/or landscape areas) shall be dedicated to and maintained by the Home Owner's Association.
 - The raised landscaped median in the roundabout shall be maintained by the Home Owner's Association.
 - The Final Map shall comply with the approved Countryside Specific Plan and the conditions of approval.

2. PRIOR TO PERMITTING (GRADING, BUILDING, ENCROACHMENT, ETC)

A. GENERAL

- 2.01 **Record Tract Map No.17450 pursuant to the Subdivision Map Act and in accordance with City Code. The original recorded map shall be returned to the City Engineer's office.**
- 2.02 The subject site is a recognized parcel per _____
- 2.03 The subject parcel may be an unrecognized parcel and will require a subdivision map to be processed unless a deed can be supplied showing the existence of the parcel prior to the date of _____
- 2.04 The project will require a subdivision map to be processed.
- 2.05 This project requires a Certificate of Compliance with Record of Survey/ Lot Line Adjustment/ Dedication of Easement to be processed.
- 2.06 **All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California, and submitted to the City Engineer for review and approval.**



- 2.07 Provide a copy of proposed Covenants, Conditions and Restrictions as applicable to the project to the City Engineer to be reviewed and approved by the City Attorney. These CC&R's shall ensure, among other things, common ingress and egress, joint maintenance of all common access parking areas, utilities and drives as applicable to the project. The CC&R's shall also cover the maintenance and repair of those public utilities (water, sewer, storm drain, recycled water, etc) that are located within open space. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to City standards. Include language to this effect in the CC&R's.
- 2.08 The applicant shall obtain an Encroachment Permit and Traffic Control Permit, as required, for all work within the public right-of-way.
- 2.09 In lieu of constructing the required public improvements, an agreement and security in an amount acceptable to the City Engineer may be submitted to guarantee proper construction of the public improvements. All security must be acceptable to City Attorney's office, pursuant to Government Code, Section 66499 and City's Subdivision Ordinance.
- 2.10 All Development Impact Fees (DIF) shall be paid to the Building Department prior to permit issuance.
- 2.11 All existing street and property monuments within or abutting this project site shall be preserved consistent with AB1414. If during construction of onsite or offsite improvements, monuments are damaged or destroyed, the applicant shall retain a licensed land surveyor or civil engineer to set new monuments, to the satisfaction of the City Engineer.
- 2.12 Detailed on-site utility information shall be shown on the grading plan, which includes but is not limited to, location of monitoring manholes, backflow prevention devices, exact location of laterals, etc. (include low, average, and peak water demand in GPM for the proposed development and proposed water meter size). The grading plan will not be approved by the Engineering Department until this detailed utility information is included on the plans.
- 2.13 Submit electronic files (in PDF file, on disc) of project related off-site improvement plans. These electronic files shall accompany all submittals of improvement plans to be reviewed by the City, including any City redline comments on previous submittals.
- 2.14 Submit a soils/geology report to the project engineer for review and approval in accordance with Government Code, Section 66434.5 as required by the City Engineer.
- 2.15 Other Agency Permit/Approval: **Prior to issuance of permits from the Engineering Department, this project will require a permit from the following agencies:**
 - Caltrans
 - San Bernardino County Road Department
 - San Bernardino County Flood Control District (SBCFCD) for any encroachment onto SBCFCD right-of-way and connection**
 - FEMA
 - Cucamonga Valley Water District (CVWD) for Sewer/Water service
 - Army Corps of Engineers (ACOE)
 - Southern California Edison (SCE) for encroachment and improvements to be constructed in SCE right-of-way.**
 - IEUA for point of connection to Eastern Trunk Sewer and recycled water.**
- 2.16 Dedicate the following right-of-way in locations listed below:
- 2.17 **NMC Developments**

- 1. On-site wells shall be destroyed/ abandoned per the County Health Department Guidelines. A copy of such permit shall be provided to the Engineering Department and Public Works Agency prior to issuance of grading and/or building permits.
- 2. If the Developer proposes temporary use of an existing agricultural well for purposes



other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by the agreement.

2.18 Other Conditions:

B. PUBLIC IMPROVEMENTS

Refer to attached Exhibit 'A' for Plan Check Submittal Requirements.

2.20 Design and construct full public improvements in accordance with City Code, Standards and Specifications, the 2011 Water and Sewer Master Plans and the other approved Master plans, the approved Countryside Specific Plan for the area and/or the Development Agreement for Forestar Countryside, LLC. Such public improvements may include, but not be limited to, the following:

Improvement Item	Public Interior Streets (Dolomite Avenue E/O Kinglet Avenue) and Kinglet Avenue.	Private Streets	
Curb & Gutter	<input checked="" type="checkbox"/> New; 18 ft from C/L on both sides <input type="checkbox"/> Replace Damaged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replace Damaged	<input type="checkbox"/> New <input type="checkbox"/> Replace Damaged
AC Pavement	<input checked="" type="checkbox"/> New; 16 ft from CL on both sides including pavement trans. <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
PCC Driveway Approach	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
Sidewalk	<input checked="" type="checkbox"/> New; 5ft sidewalk <input type="checkbox"/> Replacement, as required	<input checked="" type="checkbox"/> New; 5 ft sidewalk <input type="checkbox"/> Replacement	<input type="checkbox"/> New; 5 ft sidewalk <input type="checkbox"/> Replacement
ADA Access Ramp	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement	<input type="checkbox"/> New <input type="checkbox"/> Replacement
Parkway	<input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaping (w/irrigation). <input type="checkbox"/> Hard Landscaping	<input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaping (irrigation). <input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation). <input type="checkbox"/> Hard Landscaping
Raised Median	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard Landscaping	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation) <input type="checkbox"/> Hard	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping



		Landscaping	(w/irrigation) <input type="checkbox"/> Hard Landscaping
Street Lights	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input type="checkbox"/> New <input type="checkbox"/> Relocation
Fire Hydrant (300-ft intervals as needed)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input checked="" type="checkbox"/> New <input type="checkbox"/> Relocation	<input type="checkbox"/> New <input type="checkbox"/> Relocation
Water Service (See sec. 2D)	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Sewer Service (See sec. 2C)	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Recycled Water Service (See sec. 2E)	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Storm Drain (See sec. 2H)	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Catch Basin	<input checked="" type="checkbox"/> Main <input checked="" type="checkbox"/> Catch Basin	<input type="checkbox"/> Main <input type="checkbox"/> Catch Basin
Traffic Signal Facilities (See sec. 2G)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Traffic Signing and Striping, as required (See sec. 2G)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Bus Stop and/or Turn-out	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification	<input type="checkbox"/> New <input type="checkbox"/> Modification
Underground Overhead Utilities (see item 2.26)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Roundabout (See separate note below)	<input checked="" type="checkbox"/> Yes		

SPECIFIC NOTES FOR IMPROVEMENTS LISTED IN ITEM 2.20.

- Design and construct private interior streets per City Standards (parkway width and street cross sections shall be per the approved Countryside Specific Plan). Water, recycled water, sewer, storm drain and fiber optic improvements within these private streets shall be public facilities, owned and maintained by the City.
- Design and construct Fiber Optic improvements in Archibald Avenue from ~~the northerly limits of the SCE easement to the southerly Deer Creek Channel boundary~~ the southerly Deer Creek Channel boundary to the southerly limit of the SCE easement and in all streets within TM 17450.



- Design and construct full frontage improvements on Dolomite Avenue within the tract boundary and full width curb, gutter and pavement improvements on the north side of Dolomite Avenue from Kinglet Avenue to Archibald Avenue and the full roundabout at the intersection with Kinglet Avenue.
- All public utilities within private streets shall be designed and constructed per City standards and constructed within acceptable public utility easements. The CC&Rs shall contain language that requires all future work by the HOA within, over and across said easements to be plan checked and inspected by the City, including the payment of applicable fees. Generally, utilities will not be accepted as public within alleys, parking areas or driveways. The extent to which said utilities will be accepted as public utilities shall be determined, at the full discretion of the City, during final design plan review.
- During the course of maintenance of public utilities within private streets, the City will restore the streets per current City standards for trench backfill, pavement repair, and hardscaping or landscaping, as applicable. Restoration of any enhancements above and beyond City standards, including but not limited to architectural paving, hardscaping and landscaping enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements

- 2.21 OMC Developments: For all developments in the Old Model Colony (OMC), utility services, which include sanitary sewers, one 1" minimum potable and recycled water service, electric power, gas, telephone, and cable television, shall be provided, when required, to each parcel. All utilities shall be undergrounded.
- 2.22 NMC Developments: For all developments in the New Model Colony (NMC), utility services, which include sanitary sewers, one 1" minimum water service, electric power, gas, and OntarioNet fiber optic conduit, shall be provided to each parcel. All utilities shall be undergrounded. In addition, the applicant shall incorporate OntarioNet fiber optic conduit system design into the project dry utility plans or other utility plans as applicable. Contact the Engineering Department for additional information.
- 2.23 The following existing streets being cut for new services or being finished with curb and gutter may require an asphalt concrete overlay: _____
- 2.24 Reconstruction of the full pavement structural section may be required based on existing pavement condition and final street design. Minimum limits of reconstruction shall be along property frontage and from street centerline to curb including proposed Main Street cul-de-sac.
- 2.25 This property is within the water/ sewer service area of the Cucamonga Valley Water District (CVWD). Applicant shall make arrangements with CVWD for those services and provide the City with proof that all CVWD fees have been paid.
- 2.26 Overhead utilities shall be under-grounded, in accordance with Title 7 of the City's Municipal Code. Said improvements shall be completed prior to Building Permit issuance, and all costs associated with said improvements shall be solely borne by the applicant.
- 2.27 Other conditions:

C. SEWER

- 2.30 The Eastern Trunk Sewer in Archibald Avenue is available for connection by this project. Connection to this line requires IEUA approval.
- 2.31 No sewer line is available for direct connection. Applicant's Engineer shall prepare an improvement plan for a sewer main extension to provide 0.4% minimum grade. East-west streets shall have a minimum grade of 0.5% unless otherwise approved by the City Engineer. To be completed prior to Certificate of Occupancy.
- 2.32 The applicant shall utilize existing laterals provided by Parcel Map No. 18094 for connection to the public sewer system.



- 2.33 On-site monitoring facilities shall be installed for all commercial or industrial units in accordance with City Standards and shall be shown on the grading plans of the project.
- 2.34 The project site is within a deficient public sewer system area. Applicant shall submit expected peak loading values to the City for modeling the impact to the existing sewer system. Applicant shall be responsible for all costs associated with the preparation of the model. Based on the results of the analysis, the applicant/developer may be required to mitigate the project impacts to the deficient public sewer system including but not limited to; upgrading of existing sewer main(s), construction of new sewer main(s), or diversion of sewer discharge to other sewer.
- 2.35 **Other Conditions:**
 - **Construct an 8 inch sewer main in the interior streets, a 12 inch main in Dolomite street and connect to the existing Eastern Trunk sewer line in Archibald Avenue.**

D. WATER

- 2.40 _____-inch water line is available for connection by this project in _____. [Ref. Water Plan Dwg # _____ (Barcode: _____)]
- 2.41 **No water line is available for direct connection. Applicant's Engineer shall design and construct new public water facilities (on-site and off-site) needed for water service within the Francis zone (930' zone), in accordance with the 2011 Water Master Plan. The construction of these improvements shall be completed prior to the release of any building permit.**
- 2.42 A main upgrading will be required in order to provide for the required fire flow for this development.
- 2.43 **Contact the City of Ontario Fire Department for approval of on-site fire hydrants and services as required.**
- 2.44 **Offsite fire hydrant locations and appropriate main sizes shall be established and approved by Engineering and Fire Departments, in accordance to City Standards @300 ft intervals**
- 2.45 **Backflow prevention devices may be required for:**
 - (a) All commercial / industrial service laterals.
 - (b) All on-site fire systems.
 - (c) Any business where any hazardous substances may be stored or used.
 - (d) For all recycled water connections.
 - (e) Irrigation Systems
- 2.46 The applicant shall utilize existing service laterals provided for connection to the public water system.
- 2.47 **Water Meter sizes shall be based on the peak water demand. Fee shall be based on meter size and quantity purchased. The applicant shall contact Engineering Department for current fees.**
- 2.48 **Other Conditions:**
 - **Design and construct water main improvements for the Francis zone (930' zone) loop per the 2011 Water Master Plan. The applicant is responsible for obtaining all right-of-way required to construct these improvements.**
 - **Design and construct the internal water distribution system and a 12 inch water main in Dolomite Street and connect to the water mains in Archibald and Chino Avenues.**
 - **No temporary connection to the Phillips zone (1010' zone) will be allowed.**

E. RECYCLED WATER

- 2.50 A recycled water main currently exists in the vicinity of this project. The applicant is required to design and construct an onsite irrigation system (or other authorized use) for this project using pipes, sprinklers, and other fittings specifically suited for recycled water (i.e. purple pipes, fittings, etc.) per all applicable standards including City Ordinance No. 2689 – Chapter 8C – Recycle water use, California



Department of Public Health (CDPH) and building/plumbing codes.

- 2.51 A recycled water main does not exist in the vicinity of this project but is planned for the near future. The applicant shall connect to the recycled water main for approved uses when available in the vicinity of the project applicant. The applicant is required to design and construct an onsite irrigation system (or other authorized use) for this project using pipes, sprinklers, and other fittings specifically suited for recycled water (i.e. purple pipes, fittings, etc.) per all applicable standards including City Ordinance No. 2689 – Chapter 8C – Recycled water use, California Department of Public Health (CDPH) and building/plumbing codes.
- 2.52 A single connection is required for recycled water use in the immediate vicinity of public street right-of-way. The Applicant shall protect the City's potable water supply from cross connection as per section 6-8.720 of City's Ordinance no. 2689. Plans for connection in the public right-of-way and cross connection device will be submitted to the Engineering Department for review and approval.
- 2.53 Onsite plumbing for all recycled water uses shall meet all applicable standards including California Department of Public Health (CDPH) and building/plumbing codes. Onsite plans will need to be reviewed and approved by both the Building Department and the Ontario Municipal Utilities Company.
- 2.54 Submit 4 sets of engineer's report (ER) for use of recycled water with a proof showing they have been submitted to California Department of Public Health (CDPH) for approval. Provide one electronic copy of the ER in PDF format.
- 2.55 The Review and approval process by the City and CDPH is approximately three (3) months. The applicant shall submit an Engineering Report (ER) for recycled water usage for approval by the City and CDPH.
- 2.56 Other Conditions:
 - Design and construct recycled water improvements in the interior streets and Dolomite Avenue and connect to Archibald Avenue and Kinglet Avenue recycled water mains when available.
 - All landscaped areas, proposed parks, the landscaped raised median in the roundabout and the landscaping along the SCE trail shall be irrigated with recycled water, when available.

F. SOLID WASTE

- 2.58 Comply with City refuse collection standards:
 - (a) Commercial – Applicant shall comply with Municipal Code Sec. 6-3.314 Commercial Storage Standards, and Sec. 6-3.601 Business Recycling Plan.
 - (b) Apartment – For apartments using commercial bin service applicant shall comply with Municipal Code Sec. 6-3.314 Commercial Storage Standards and Sec. 6-3.601 Business Recycling Plan.
 - (c) Residential – For curbside automated container service applicant shall comply with Municipal Code Sec. 6-3.308.9(a) and (d), Residential Receptacles, Placement.
 - (d) Recycling Requirements – Applicant shall comply with Municipal Code Article 6. Recycling Requirements for Specified Business Activity, Sec. 6-3.601 Business Recycling Plan, and Sec. 6-3.602 Construction and Demolition Recycling Plan.
 - (e) Site Improvement Plans shall follow the City of Ontario refuse collections standards.
- 2.59 Other Conditions: _____.

G. TRAFFIC/TRANSPORTATION

- 2.60 Any drive approaches or construction of other improvements in the Caltrans right-of-way shall be approved by Caltrans as to type, size, and location of the proposed improvements. The applicant shall provide the City with a copy of the Caltrans permit prior to issuance of Encroachment Permit.



- 2.61 Submit a focused traffic impact study. The study shall address any or all of the following issues as required by the City Traffic/Transportation Manager: parking, on and off-site circulation, and/or build-out and future years traffic level of service (LOS) and impacts at intersections selected by the City.

The applicant shall construct all mitigation, or pay fair-share costs identified in the report as required by the City Traffic/Transportation Manager. When appropriate, the traffic study shall also identify timelines for construction of required traffic mitigation and other public improvements for phased or master planned developments.

- 2.62 Submit a County of San Bernardino, Congestion Management Plan Traffic Impact Analysis (CMP-TIA) in accordance with the latest edition of the CMP document, and to the satisfaction of the City Traffic/Transportation Manager and the San Bernardino Association of Governments (SanBAG). The applicant shall construct all mitigation or pay fair-share costs identified in the report and as required by the City Traffic/Transportation Manager.
- 2.63 Other Conditions:
 - The developer shall pay an in-lieu fee for 50% of the design and construction cost of the new traffic signal system at the intersection of Dolomite and Archibald Avenues.
 - Design and construct the westerly half width of the intersection of Archibald Avenue and Dolomite Avenue, including but not be limited to, curb returns, pavement transitions, concrete curb and gutter and traffic signing and striping. Intersection improvement limits shall extend from ~~the northerly limits of the SCE easement to the southerly Deer Creek Channel boundary~~ the southerly Deer Creek Channel boundary to the southerly limit of the SCE easement.
 - In order to provide two points of access to this tract, design and construct a 28 feet paved roadway along Kinglet Avenue through Neighborhoods 5 and 7 to connect to Chino Avenue, and the full curb to curb roadway improvements on Dolomite Avenue from Kinglet Avenue to Archibald Avenue.

H. DRAINAGE / HYDROLOGY

- 2.70 A hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California, in accordance with the San Bernardino County Hydrology Manual and the City of Ontario's Standards and Guidelines is required. The applicant's Engineer should contact the Engineering Department for specific details to be included in the report. Additional drainage facilities may be required as a result of the findings of this study.
- 2.71 Since no adequate drainage facility exists downstream to accept additional runoff, a retention/infiltration basin of appropriate size shall be designed and constructed per City Standards. Show its location and size on the Grading/Drainage Plan. Post-development flows shall not exceed 80% of pre-development flows.
- 2.72 Any drainage above historical flow routed onto adjacent property must be directed to a recorded private drainage easement. Applicant must provide a copy of the recorded document (i.e. letter of acceptance of drainage, in a format acceptable to the City) to the Engineering Department prior to approval of the Grading/drainage Plan.
- 2.73 Proposed site/portion of site falls within SFHA (Special Flood Hazard Area) as indicated on the FIRM (Flood Insurance Rate Maps) and is subjected to flooding in a 100 year frequency storm. This site plan will be subject to the provisions of the National Flood Insurance program and comply with the City's Flood Damage Prevention Ordinance #2409.
- 2.74 Other Conditions:
 - Design and construct storm drain improvements in the interior streets and connect to Deer Creek Channel for drainage from PA-2 as outlined in the Countryside Specific Plan. The applicant shall provide proof of approval from SBCFCD for encroachment onto SBCFCD right-of-way and connection to Deer Creek Channel or the applicant shall provide an alternate design to address the drainage of storm water runoff for this tract.

I. STORMWATER QUALITY (NPDES)



- 2.80 Prior to the approval of the Grading Plan and issuance of Grading Permits, an Erosion and Sediment Control Plan shall be submitted to and approved by the Engineering Department. The Erosion and Sediment Control Plan shall specifically identify the Best Management Practices (BMPs) that will be implemented on this project during construction, to reduce the discharge of sediment and other pollutants into the City's storm drain system. An electronic copy of the City's "Erosion and Sediment Control Plan Requirements" is available upon request.

- 2.81 Prior to the approval of the Grading Plan and issuance of Grading Permits, a completed Water Quality Management Plan (WQMP) shall be submitted to and approved by the Engineering Department. The WQMP shall be submitted on the San Bernardino County Stormwater Program's model form and shall identify all Post-Construction, Site Design, Source Control and Treatment Control Best Management Practices (BMPs) that will be incorporated into the development project in order to minimize the adverse effects on receiving waters. Please direct all questions on the WQMP to Mr. Steve Wilson at (909) 395-2389. An electronic copy of the WQMP standard form is available on-line at: http://www.waterboards.ca.gov/santaana/water_issues/programs/stormwater/sb_wqmp.shtml. An electronic copy of the companion Guidance document for preparation of the WQMP is also available at: http://www.waterboards.ca.gov/santaana/water_issues/programs/stormwater/sb_wqmp.shtml.

- 2.82 NMC Developments: This development project is within the eastern half of the New Model Colony, which is tributary to the proposed regional wetlands in the ultimate condition. Prior to the approval of the Grading Plan and issuance of Grading Permits, interim and permanent on-site water quality measures consistent with the requirements for New Development in the SB County Regional Stormwater Program WQMP shall be incorporated into the Grading Plan and the WQMP for this project. All stormwater runoff pollutants not adequately addressed by on-site Source Control, and Site Design BMPs or off-site treatment controls shall be addressed by on-site Treatment Control BMPs.

- 2.83 All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to obtain coverage under the State Water Resources Control Board's General Permit For Storm Water Discharges Associated With Construction Activity. Proof of filing a Notice of Intent (NOI) with the State for coverage under this permit is required prior to approval of the grading plan and issuance of grading permits. The applicant shall submit a copy of the Waste Dischargers Identification Number (WDID) for coverage under the General Construction Permit to the Engineering Department. More detailed information regarding the General Permit, applicable fee information and the necessary forms to complete the NOI are available on the web at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_const.shtml. An electronic An electronic copy of the NOI form and instructions is available upon request.

- 2.84 SWPPP Plan – All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to prepare a Storm Water Pollution Prevention Plan (SWPPP), utilizing the model form in Appendix B of the 2003 CASQA Stormwater Best Management Practices (BMP) Handbook for Construction at: www.cabmphandbooks.com and submit a copy of the plan to the City of Ontario Engineering Department for review. A copy of the adopted SWPPP shall be maintained in the construction site office at all times during construction and the Site Superintendent shall use the plan to train all construction site contractors and supervisory personnel in construction site BMP, prior to starting work on the site.

- 2.85 401/404 Permits – Development and/or construction work that will permanently or temporarily affect any surface water body (lake, creek, open drainage channel, etc.) may require a 404 Permit from the Army Corps of Engineers and/or a 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (RWQCB). The groups of water bodies classified in these requirements are perennial and ephemeral (flow only during rain conditions) and include direct connections into SB County Flood Control District Channels as well as new storm drains tributary to those direct connections. Prior to Grading Permit issuance, a copy of any applicable 404 Permit and/or 401 Certification for this project must be submitted to the City's project engineer. If a 404 permit and/or 401 certification are not required, a letter stating such from the applicant's engineer must be submitted. Contact information: Army Corps of Engineers (909) 794-7704 or (805) 585-2147, RWQCB (909) 782-4990 or (909) 782-3234.

- 2.86 Other Conditions:



J. SPECIAL DISTRICTS

- 2.90 The subject site is within the below special district(s). Special assessments or special taxes are levied annually on this property and are included on the annual property tax bill that is issued by the County. For further information, contact Mark Lassler in the Administrative Services at (909) 395-2124.

- 2.91 The property owner shall be responsible for all costs associated with the annual operation and maintenance of the street lighting facilities and appurtenances that serve this property. This property shall be annexed to a Street Lighting Maintenance Assessment District. A Consent and Waiver to Annexation agreement, executed by all the record owner(s) of the property, together with payment of an annexation processing fee of \$2,500.00 must be filed with the City prior to the issuance of a Building Permit or Final Subdivision Map/Lot Line Adjustment approval, whichever occurs first. Contact Mark Lassler in the Management Services at (909) 395-2124 regarding this requirement.

- 2.92 Prior to approval of the final subdivision map and/or lot line adjustment referred to in Section 1 and/or Section 2 of this report. An application for reapportionment of assessments and processing fee shall be filed for each of the following Assessment Districts.

- Contact Mark Lassler in the Administrative Services at (909) 395-2124 regarding this requirement.

- 2.93 *The subject project lies within the following special drainage impact zone/fee district and is required to pay the applicable fee as estimated below prior to the issuance of building permit:*
 - Special Drainage Impact Zone II*

**Estimated Fee = AC x \$2,696.29/ac = \$*

 - Others: _____.*

**Contact Mark Lassler in the Administrative Services at (909) 395-2124 to obtain the exact fee amount.*

- 2.94 **NMC Developments:** Prior to City Council approval of any Final Map, or if no subdivision map is required, then prior to issuance of any permits, a Community Facilities District (CFD) shall be established pursuant to the Mello-Roos Community Facilities District Act of 1982. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole and exclusive lead agency in the formation of the CFD. Contact Mark Lassler in the Management Services at (909) 395-2124.

- 2.95 Other Conditions: _____

3. PRIOR TO CERTIFICATE OF OCCUPANCY

- 3.01 All remaining fees/ deposits required by the Engineering Department must be paid in full prior to issuance of a Certificate of Occupancy.

- 3.02 All requirements including construction of improvements covered in Section 2, must be completed to the satisfaction of the City Engineer.

- 3.03 Submit a set of Record Drawings on mylar on all Engineering Department approved project plans for review and approval.

- 3.04 Record an approved "Water Quality Management Plan and Stormwater BMP Transfer, Access and Maintenance Agreement" with the San Bernardino County Recorder on a standard City form. An electronic copy of this document is available at the City's website.



- 3.05 Set all monuments in accordance with the final map, and submit all centerline ties to the Engineering Department. Any monuments damaged as a result of construction, shall be reset to the satisfaction of the City.

- 3.06 Other Conditions:



EXHIBIT 'A'

ENGINEERING SERVICES DIVISION First Plan Check Submittal Checklist

If any of the checked items below are missing, your submittal will be returned, un-checked, until all required items are submitted.

Project Number: TM 17450

Items Required for First Plan Check Submittal:

(PDF copies of all required documents listed below are required with each submittal. For subsequent submittals, PDF copies of the City's previous redline comments are also required)

- A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- Check(s) for Plan Check fees.
- 1 Copy of Engineering Cost Estimate (On City forms) with Engineer's Wet Signature and Stamp
- 1 Copy of approved Conditions of Approval and approved tentative map.
- 4 Sets of Potable Water Demand Calculations (include water demand calculations showing low, average, and peak water demand in GPM for the proposed development and proposed water meter size).
- 4 Sets of Public Street Improvement Plans showing the Street Cross- Sections. In addition, private street improvement plans shall be prepared and submitted for review by the Engineering Department.
- 4 Sets of Public Domestic Water Plans.
- 4 Sets of Recycled Water Plans (include Recycled water demand calculations showing low, average, and peak water demand in GPM for the proposed development and proposed water meter size and an exhibit showing the limits areas being irrigated by each recycled water meter)
- 4 Sets of Public Sewer Plans
- 4 Sets of Public Storm Drain Plans
- 4 Sets of Street-Light Plans
- 4 Sets of Fiber Optic improvement plans
- 4 Sets of Signing/ Striping Plans
- 4 Sets of Traffic Signal Plans
- 2 Copies of Water Quality Management Plan (WQMP) and Stormwater Pollution Prevention Plan (SWPPP).
- 2 Copies of Hydrology/ Drainage Study
- Check for Final Map processing fees
- 3 Sets of Final Map.
- 2 Copies of Preliminary Title Report (within last 30 days)
- 2 Copies of Closure Calcs
- 1 Set of Supporting Documents and Maps (legible copies): referenced record Final Maps (full size, 18"x26"), Assessor's Parcel Map (full size, 11"x17"), recorded documents such as Deeds, easements, etc.
- 2 Copies of all referenced approved improvement plans (full size).
- Note: Grading/drainage plans (including any public improvements) shall be submitted to the Building Department for processing.



CITY OF ONTARIO

MEMORANDUM

TO: Edmelynne Hutter, Senior Planner
Planning Department

FROM: Mike Gerken, Deputy Fire Chief/Fire Marshal
Fire Department

DATE: August 2, 2021

SUBJECT: PDEV21-027 - A Development Plan approval to construct 235 single-family dwellings on approximately 31.5 acres of land located at the southwest corner of Archibald Avenue and Chino Avenue, within the Planning Area 2 (Neighborhoods 5 & 6) land use district of the Countryside Specific Plan (APN(s): 218-131-12, 219-131-22, 218-131-11, 218-131-40 and 218-131-43). Related File(s): Tracts 17449 & 17450.

-
- The plan **does** adequately address Fire Department requirements at this time.
- Standard Conditions of Approval apply, as stated below.

SITE AND BUILDING FEATURES:

- A. 2019 CBC Type of Construction: V-B
- B. Type of Roof Materials: Ordinary
- C. Ground Floor Area(s): Varies
- D. Number of Stories: 2
- E. Total Square Footage: Varies 1,618 Sq. Ft. to 2,409 Sq. Ft.
- F. 2019 CBC Occupancy Classification(s): R-3

CONDITIONS OF APPROVAL:

1.0 GENERAL

- ☒ 1.1 The following are the Ontario Fire Department (“Fire Department”) requirements for this development project, based on the current edition of the California Fire Code (CFC), and the current versions of the Fire Prevention Standards (“Standards.”) It is recommended that the applicant or developer transmit a copy of these requirements to the on-site contractor(s) and that all questions or concerns be directed to the Bureau of Fire Prevention, at (909) 395-2029. For copies of Ontario Fire Department Standards please access the City of Ontario web site at www.ontarioca.gov/Fire/Prevention.
- ☒ 1.2 These Fire Department conditions of approval are to be included on any and all construction drawings.

2.0 FIRE DEPARTMENT ACCESS

- ☒ 2.1 Fire Department vehicle access roadways shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved. Roadways shall be paved with an all-weather surface and shall be a minimum of twenty-four (24) ft. wide. See Standard #B-004.
- ☒ 2.2 In order to allow for adequate turning radius for emergency fire apparatus, all turns shall be designed to meet the minimum twenty five feet (25’) inside and forty-five feet (45’) outside turning radius per Standard #B-005.
- ☒ 2.3 Fire Department access roadways that exceed one hundred and fifty feet (150’) in length shall have an approved turn-around per Standard #B-002.
- ☒ 2.4 Access drive aisles which cross property lines shall be provided with CC&Rs, access easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of building plan check.
- ☒ 2.5 "No Parking-Fire Lane" signs and /or red painted curbs with lettering are required to be installed in interior access roadways, in locations where vehicle parking would obstruct the minimum clear width requirement. Installation shall be per Standard #B-001.
- ☒ 2.6 Security gates or other barriers on fire access roadways shall be provided with a Knox brand key switch or padlock to allow Fire Department access. See Standards #B-003, B-004 and H-001.
- ☒ 2.7 Any time PRIOR to on-site combustible construction and/or storage, a minimum twenty-four (24) ft. wide circulating all weather access roads shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved by fire department and other emergency services.

3.0 WATER SUPPLY

- ☒ 3.1 The required fire flow per Fire Department standards, based on the 2019 California Fire Code, Appendix B, is 1000 gallons per minute (g.p.m.) for 2 hours at a minimum of 20 pounds per square inch (p.s.i.) residual operating pressure.
- ☒ 3.2 Off-site (public) fire hydrants are required to be installed on all frontage streets, at a minimum spacing of three hundred foot (300') apart, per Engineering Department specifications.
- ☒ 3.4 The water supply, including water mains and fire hydrants, shall be tested and approved by the Engineering Department and Fire Department prior to combustible construction to assure availability and reliability for firefighting purposes.

4.0 FIRE PROTECTION SYSTEMS

- ☒ 4.2 Underground fire mains which cross property lines shall be provided with CC & R, easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of fire department plan check. The shared use of private fire mains or fire pumps is allowable only between immediately adjacent properties and shall not cross any public street.
- ☒ 4.3 An automatic fire sprinkler system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 13 D. All new fire sprinkler systems, except those in single family dwellings, which contain twenty (20) sprinkler heads or more shall be monitored by an approved listed supervising station. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.
- ☒ 4.4 Wood frame buildings that are to be sprinkled shall have these systems in service (but not necessarily finalized) before the building is enclosed.

5.0 BUILDING CONSTRUCTION FEATURES

- ☒ 5.1 The developer/general contractor is to be responsible for reasonable periodic cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on and off the site.
- ☒ 5.2 Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Multi-tenant or building projects shall have addresses and/or suite numbers provided on the rear of the building. Address numbers shall contrast with their background. See Section 9-1 6.06 of the Ontario Municipal Code and Standards #H-003 and #H-002.
- ☒ 5.3 Single station smoke alarms and carbon monoxide alarms are required to be installed per the California Building Code and the California Fire Code.

- ☒ 5.4 Multiple unit building complexes shall have building directories provided at the main entrances. The directories shall be designed to the requirements of the Fire Department, see Section 9-1 6.06 of the Ontario Municipal Code and Standard #H-003. .
- ☒ 5.5 All residential chimneys shall be equipped with an approved spark arrester meeting the requirements of the California Building Code.



CITY OF ONTARIO

MEMORANDUM

TO: Edmelyne Hutter, Senior Planner

FROM: Bill Lee, Police Officer

DATE: August 9, 2021

SUBJECT: PDEV21-027- A DEVELOPMENT PLAN TO CONSTRUCT 235 SINGLE-FAMILY DWELLINGS ON APPROXIMATELY 31.5 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF ARCHIBALD AVENUE AND CHINO AVENUE.

The “Standard Conditions of Approval” contained in Resolution No. 2017-027 for “Ontario ranch Projects” apply. The applicant shall read and be thoroughly familiar with these conditions, including but not limited to, the requirements listed below.

- Required lighting for all walkways, paseos, driveways, doorways, parking areas, parks, park walkways, playgrounds, recreation areas and other areas used by the public shall be provided and operate on photosensor at the prescribed foot-candle levels. Photometrics shall be provided to the Police Department. Photometrics shall include the types of fixtures proposed and demonstrate that such fixtures meet the vandal-resistant requirement. Planned landscaping shall not obstruct lighting.
- The Applicant shall install illuminated address numbers, powered by photocell, on each individual unit and shall not be controlled by the building occupants.
- The Applicant shall comply with all construction site security requirements as stated in the Standard Conditions. This includes the provisions for perimeter lighting, site lighting, fencing and/or uniformed security.

The Applicant is invited to contact Officer Bill Lee at (909) 408-1672 with any questions or concerns regarding these conditions.

AIRPORT LAND USE COMPATIBILITY PLANNING

CONSISTENCY DETERMINATION REPORT



Project File No.: PDEV21-027

Address: SWC of Archibald Avenue and Chino Avenue

APN: 218-131-12,219-131-22,218-131-11, 218-131-40 & 218-131-43

Existing Land Use: Vacant Lot

Proposed Land Use: Development Plan to construct 235 Single Family residential units

Site Acreage: 31.5 Proposed Structure Height: 29 FT

ONT-IAC Project Review: n/a

Airport Influence Area: ONT and Chino

Reviewed By: Lorena Mejia

Contact Info: 909-395-2276

Project Planner: Edmelyne Hutter

Date: 8/17/2021

CD No.: 2021-046

PALU No.: n/a

The project is impacted by the following ONT ALUCP Compatibility Zones:

Safety	Noise Impact	Airspace Protection	Overflight Notification
<input type="radio"/> Zone 1	<input type="radio"/> 75+ dB CNEL	<input type="checkbox"/> High Terrain Zone	<input type="checkbox"/> Avigation Easement Dedication
<input type="radio"/> Zone 1A	<input type="radio"/> 70 - 75 dB CNEL	<input checked="" type="checkbox"/> FAA Notification Surfaces	<input type="checkbox"/> Recorded Overflight Notification
<input type="radio"/> Zone 2	<input type="checkbox"/> 65 - 70 dB CNEL	<input type="checkbox"/> Airspace Obstruction Surfaces	<input checked="" type="checkbox"/> Real Estate Transaction Disclosure
<input type="checkbox"/> Zone 3	<input type="checkbox"/> 60 - 65 dB CNEL	<input type="checkbox"/> Airspace Avigation Easement Area	
<input type="radio"/> Zone 4		Allowable Height: <u>200 FT +</u>	
<input type="radio"/> Zone 5			

The project is impacted by the following Chino ALUCP Safety Zones:

Zone 1
 Zone 2
 Zone 3
 Zone 4
 Zone 5
 Zone 6

Allowable Height: 200 FT +

CONSISTENCY DETERMINATION

This proposed Project is: Exempt from the ALUCP
 Consistent
 Consistent with Conditions
 Inconsistent

The proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and was evaluated and found to be consistent with the policies and criteria of the Airport Land Use Compatibility Plan (ALUCP) for ONT. The project site is also located within the Airport Influence area of Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics

Real Estate Transaction Disclosure Required.

Airport Planner Signature: _____


FILE NO: PDA22-003 - A, B, C and D

SUBJECT: A public hearing to consider a Development Agreement (File No. PDA22-003-A,B,C and D) between the City of Ontario and OTC Owner, LLC (dba Adept Development), to establish the terms and conditions for a Development Plan (File No. PDEV22-014) to construct four mixed-use buildings totaling 71,200 commercial square feet and 694 dwelling units (540,373 residential square feet) on 10.49 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villaggio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan. **Submitted by OTC Owner, LLC. City Council action is required.**

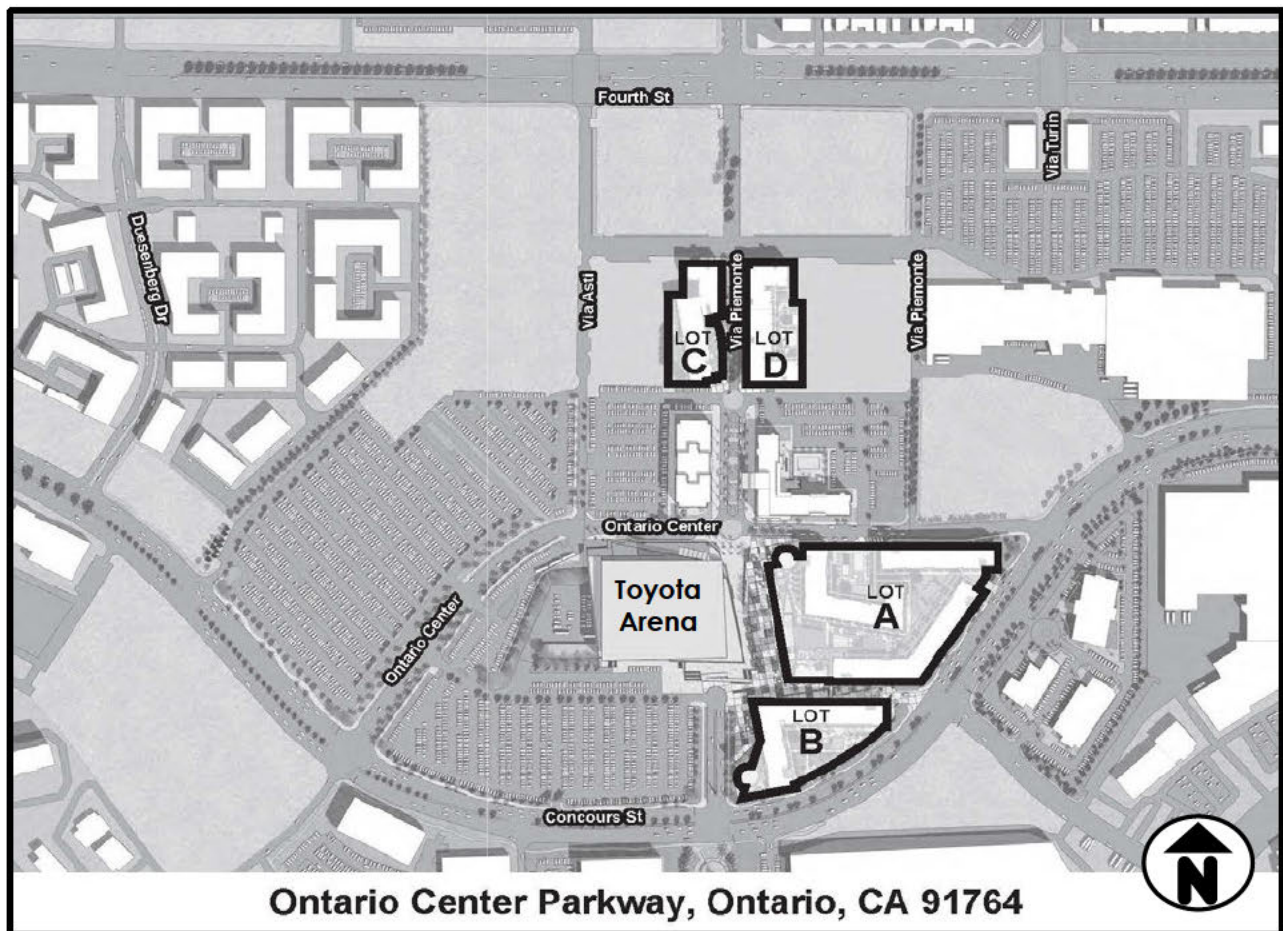
PROPERTY OWNER: City of Ontario

RECOMMENDED ACTION: That the Planning Commission consider and recommend the City Council adopt an ordinance approving the Development Agreement (File No. PDA22-003- A,B C and D) between the City of Ontario and OTC Owner, LLC, pursuant to the facts and reasons contained in the staff report and attached resolutions.

PROJECT SETTING: The Project site is comprised of 10.49 acres of land, consisting of two vacant parcels located at the southwest corner of Via Villaggio and Via Piemonte and at the Southeast corner of Via Villaggio and Via Piemonte and one additional parcel, developed with the Toyota Arena parking lots, located at the southwest corner of Ontario Center Parkway and Concours Street. The project site within the proposed mixed-use Subareas 8, 11, 16 and 17 of the Piemonte Overlay of the Ontario Center Specific Plan, and is depicted in Figure 1: Project Location, below. The Project site is surrounded by residential, office, and commercial properties on land that is generally topographically flat. In addition to the existing surrounding developments, there are also vacant parcels along the Project boundary. The existing surrounding land uses, zoning, and general plan and specific plan land use designations are summarized in the "Surrounding Zoning & Land Uses" table located in the Technical Appendix of this report.

Case Planner:	Rudy Zeledon, Planning Director
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	Date	Decision	Action
DAB	N/A	N/A	
PC	06/28/2022		Recommend
CC			Final



Ontario Center Parkway, Ontario, CA 91764

Figure 1: Project Location

PROJECT ANALYSIS:

(1) Background — In 2006, the City Council approved the creation of the Piemonte Overlay at The Ontario Center Specific Plan ("Piemonte Overlay") within the Urban Commercial land use district of The Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre Project site. The Piemonte Overlay was delineated into fifteen subareas, with land use designations of Commercial, Entertainment/Retail, Office, Special Use and Residential (See Exhibit B, Existing Boundary and Land Use Map, attached). The current Overlay area covers approximately 92 acres of land, with at least 48 acres being vacant land.

In 2017, the City Council approved an amendment to the Piemonte Overlay document (File No. PSPA16-003) to reduce the number of residential units, reduce the maximum number of hotel rooms, designate plaza areas to accommodate outdoor events, and

expand the design concept from the original Tuscan-influenced architecture to allow more contemporary architectural design concepts.

In 2020, the City Council approved an amendment to the Piemonte Overlay document (File No. PSPA19-009) to allow required residential parking spaces to be provided as tandem parking spaces.

In April of 2022, the City Council approved an amendment to the Piemonte Overlay document (File No. PSPA21-001) that expanded the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects. The City indicated the amendment was brought forth by both the Planning and Economic Development departments to bring a mixed-use entertainment development adjacent to the Toyota Arena and facilitate the development of underutilized vacant parcels and parking lots into a high intensity mixed-use center.

In accordance with California Government Code Section 65865, which in part states that “[a]ny city... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property...” and California Government Code Section 65865.52, which in part states that “a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property... and may include conditions, terms, restrictions...” the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements.

Development Agreement — The Agreement proposes to include 10.49 acres of land within the proposed Mixed-Use Subareas 8, 11, 16 and 17 of the Piemonte Overlay at the Ontario Center Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop a future mixed-use project consisting of 694 residential units and up to 71,200 square feet retail uses (as shown on Table 1: Proposed Development Density and Intensity below), provided the Owner complies with the terms and conditions of the Agreement, and the Piemonte Overlay at the Ontario Center Specific Plan and EIR. To provide flexibility to finance for the project, the Development Agreement has been separated into four Agreements, File No's PDEV22-03-A, B, C, and D. Each Agreement will correspond to proposed development density and intensity of each phase for the 10.49-acre project site as outlined below in Table 1.

Table 1: Maximum Development Density (Units) and Intensity (Based on Piemonte Overlay at the Ontario Center Specific Plan)					
DA File No's.	Approx. Acres	Lot	Subarea Area	Dwelling Units	Commercial (Square Feet)
PDA22-003-A	4.83	A	16	384	25,256
PDA22-003-B	1.69	B	17	112	20,802
PDA22-003-C	1.93	C	8	94	11,047
PDA22-003-D	2.04	D	11	104	14,095
Total	10.49			694	71,200

On March 28, 2022, the Applicant submitted a Development Plan (File No. PDEV22-014) to construct four mixed-use buildings totaling 71,200 commercial square feet and 694 dwelling units (540,373 residential square feet) on 10.49 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan.

The term of the Agreement(s) is for 10 years, with a 5-year option to renew. The main points of the each Agreement address the funding for all new City expenses created by the project, which includes: Development of the project in accordance with the agreed residential density and commercial intensity of the Development Plan entitlement (Table 1: Maximum Development Density and Intensity); Timing of the phased development; Payment timing and deferral of all Development Impact Fees ("DIF"); Construction of all required public infrastructure improvements; Vested right to develop the Project in accordance with existing land use regulations of the Piemonte Overlay and subject to the conditions established with the Development Plan entitlement approval; and that the City agrees that, to the extent permitted by applicable law, not to apply any rent control or other moratoria or interim control ordinance against the Property or the Project due the term of the Ground Lease or for 55 years.

Staff finds that the Agreements are consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreements are acceptable, a recommendation of approval to the City Council would be appropriate.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (TOP). More specifically, the goals and policies of TOP that are furthered by the proposed project are as follows:

- (1) City Council Goals.
 - Invest in the Growth and Evolution of the City's Economy

- Operate in a Businesslike Manner
- Focus Resources in Ontario's Commercial and Residential Neighborhoods

(2) Vision.

Distinctive Development:

- Commercial and Residential Development
 - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
 - G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
 - LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.
 - LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).
- Goal LU2: Compatibility between a wide range of uses.
 - LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

- Goal LU3: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the vision.
 - LU3-1: Development Standards: We maintain clear development standards which allow flexibility to achieve our Vision.
 - LU3-3: Land Use Flexibility: We consider uses not typically permitted within a land use category if doing so improves livability, reduces vehicular trips, creates community gathering places and activity nodes, and helps create identity.

Housing Element:

- Goal H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.
 - H2-3 Ontario Airport Metro Center. We foster a vibrant, urban, intense and highly amenitized community in the Ontario Airport Metro Center Area through a mix of residential, entertainment, retail and office-oriented uses.
 - H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.
 - H2-6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.
- Goal H3: A City regulatory environment that balances the need for creativity and excellence in residential design, flexibility and predictability in the project approval process, and the provision of an adequate supply and prices of housing.
 - H3-2 Flexible Standards. We allow flexibility in the application of residential and mixed-use development standards in order to gain benefits such as exceptional design quality, economic advantages, sustainability, or other benefits that would otherwise be unrealized.
- Goal H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.
 - H5-2 Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.
 - CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to support our workforce, attract business and foster a balanced community.
- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.
 - CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.
 - CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.
 - CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.
 - CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

- Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.
 - S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

- Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

➤ CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

➤ CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

▪ Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

➤ CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

- Building volume, massing, and height to provide appropriate scale and proportion;
- A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

➤ CD2-2 Neighborhood Design. We create distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places through such elements as:

- A pattern of smaller, walkable blocks that promote access, activity and safety;
- Variable setbacks and parcel sizes to accommodate a diversity of housing types;
- Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows;
- Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the “outdoor living room”), as appropriate; and
- Landscaped parkways, with sidewalks separated from the curb.

➤ CD2-4 Mixed Use, Urban Office and Transit Service Areas. We require mixed use, urban office and transit service areas to be designed and developed as pedestrian oriented “villages” that promote a vibrant, comfortable and functional environment.

➤ CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

➤ CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

➤ CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➤ CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

➤ CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

➤ CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

➤ CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

▪ Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➤ CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort and aesthetics.

➤ CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways and plazas for pedestrians.

➤ CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks or public open spaces.

- CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.
- CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces and buildings.
 - Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.
- CD5-1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.
- CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site contains four properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 DU/AC) specified in the Available Land Inventory.

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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), 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. The proposed Project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP.

ENVIRONMENTAL REVIEW: In 1980, the City Council certified The Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 80062538), in relation to the adoption of The Ontario Center Specific Plan (File No. 2254-SP) ("OCSP"), which was adopted in 1981. Over the years, several amendments to the OCSP have been approved along with appropriate environmental review. On March 19, 1991, a subsequent EIR

(State Clearing House No. 89041009) ("Certified EIR") was certified in association with an amendment to the OCSP (File No. 4059-SPA). In 2016, the City approved a Mitigated Negative Declaration ("MND") in association with an amendment to the Piemonte Overlay (File No. PSPA16-003).

In association with the proposed Overlay Amendment, staff collaborated with consultant Kimley-Horn to prepare an Addendum to the Certified EIR, as amended, and found that all potential adverse direct, indirect, and cumulative environmental impacts were thoroughly analyzed and discussed in the Certified EIR, as amended, including, but not limited to potential aesthetic, air quality, greenhouse gas emissions, noise, transportation and tribal cultural resources impacts, and all feasible mitigation has been identified and will be incorporated into the proposed Project. This Project does not contemplate any actions that would require the preparation of a subsequent or supplemental environmental document under State CEQA Guidelines Section 15162 or 15163, as it is consistent with the development scenario identified within the Certified EIR. Furthermore, this Project introduces no new significant environmental impacts and no further environmental review is required.

TECHNICAL APPENDIX:

Surrounding Zoning and Land Use:

	<i>Existing Land Use</i>	<i>General Plan Designation</i>	<i>Zoning Designation</i>	<i>Specific Plan Land Use</i>
<i>Site</i>	Vacant/Existing Parking Lots	Mixed Use	Piemonte Overlay of the Ontario Center Specific Plan	Mixed-use, Office, Residential, Commercial, Special Use
<i>North</i>	Industrial, Office, Commercial, Residential, Vacant (City of Rancho Cucamonga)	Industrial Park, Mixed Use, Open Space (City of Rancho Cucamonga)	Industrial Park, Mixed-use Retail, IASP Sub-Area 18 Specific Plan (City of Rancho Cucamonga)	Mixed Use, Village Neighborhood
<i>South</i>	Office, Commercial, Vacant	Mixed Use	The Ontario Center Specific Plan	Urban Commercial, Garden Commercial, Open Space
<i>East</i>	Commercial	Mixed Use	The Ontario Center Specific Plan	Urban Commercial
<i>West</i>	Residential, Commercial	High Density Residential, Office Commercial	The Ontario Center Specific Plan	Urban Commercial

EXHIBIT A—PROPOSED PIEMONTE OVERLAY LAND USE MAP

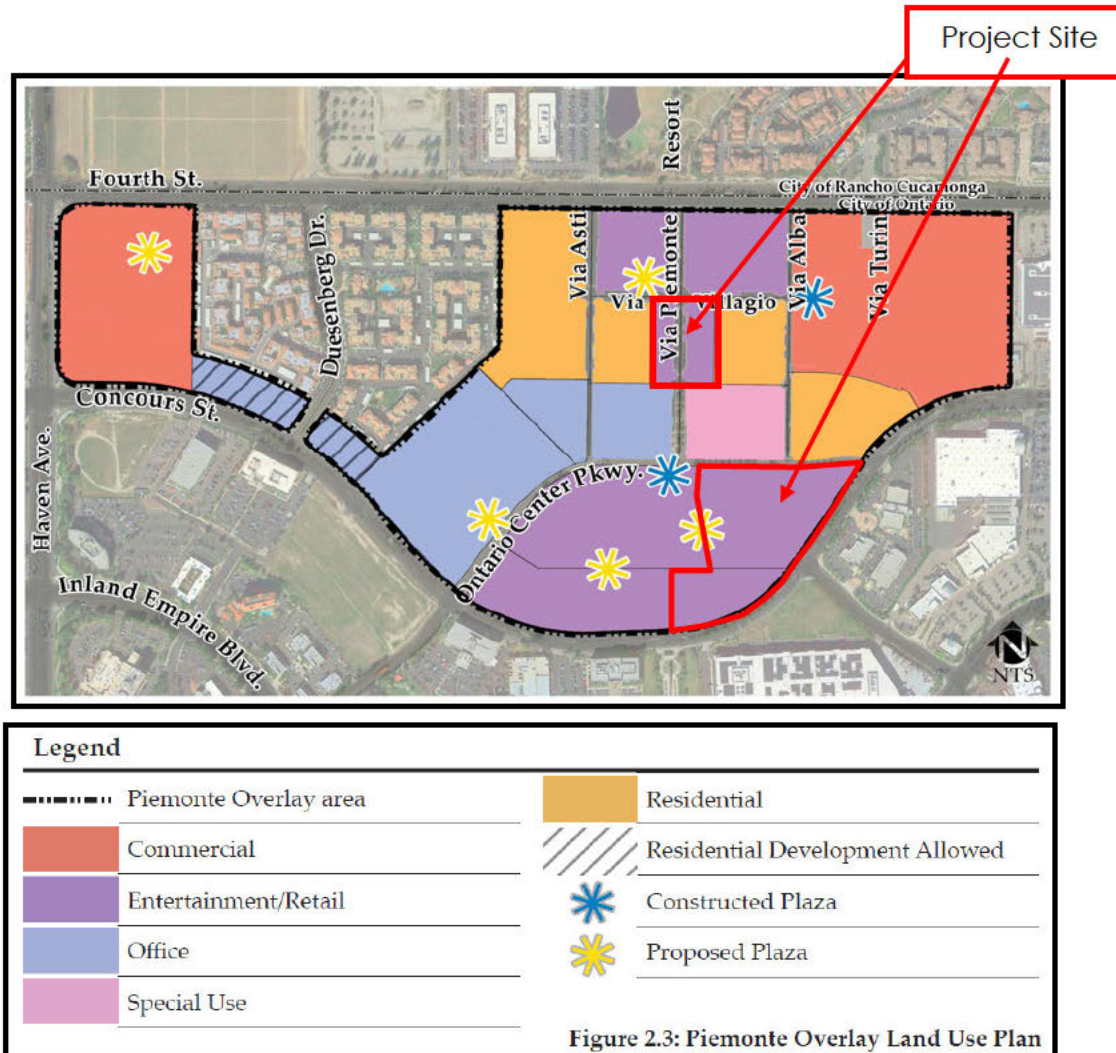


EXHIBIT B—PIEMONTE PROPOSED SUBAREAS

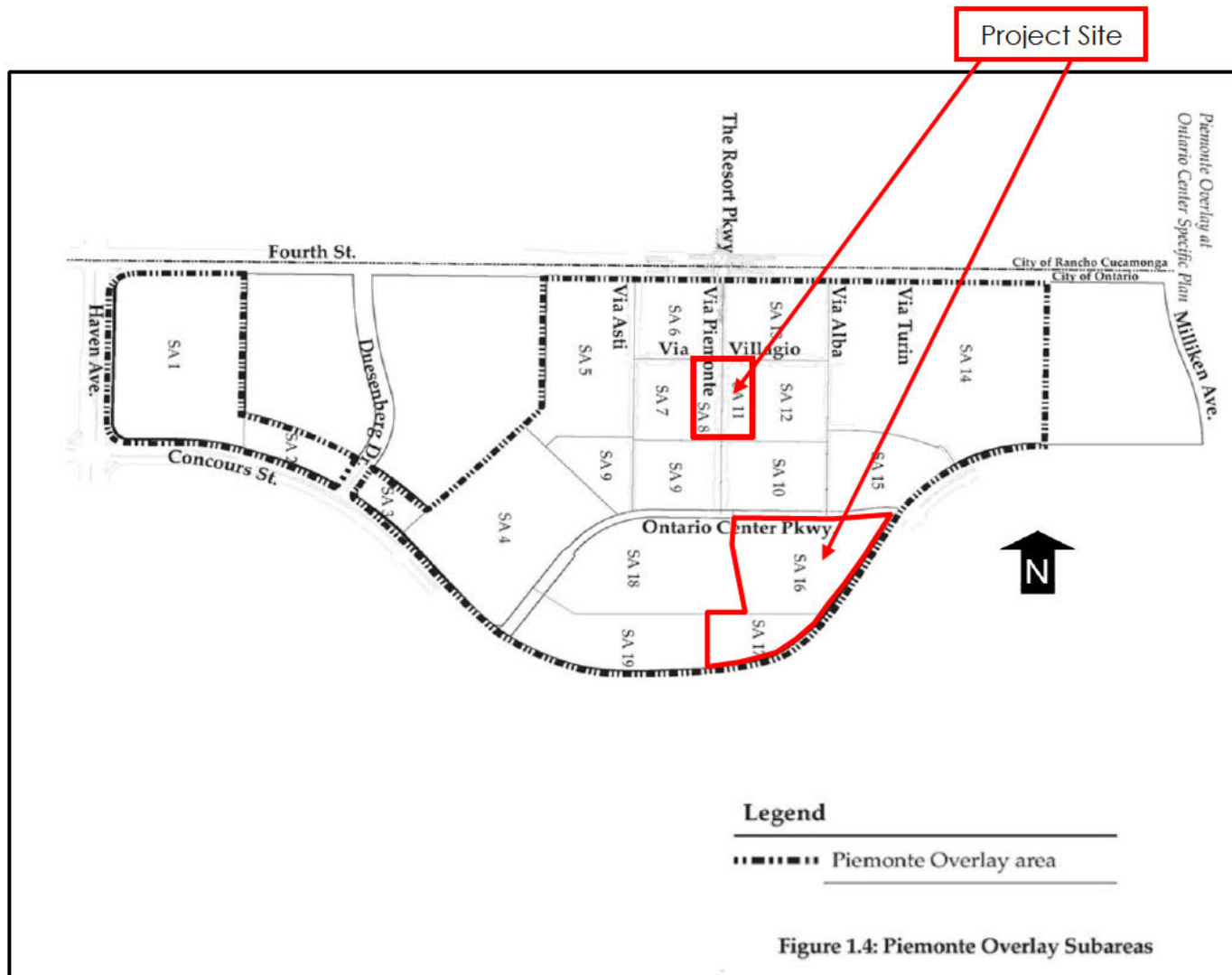


EXHIBIT C— PROPOSED SITE PLAN

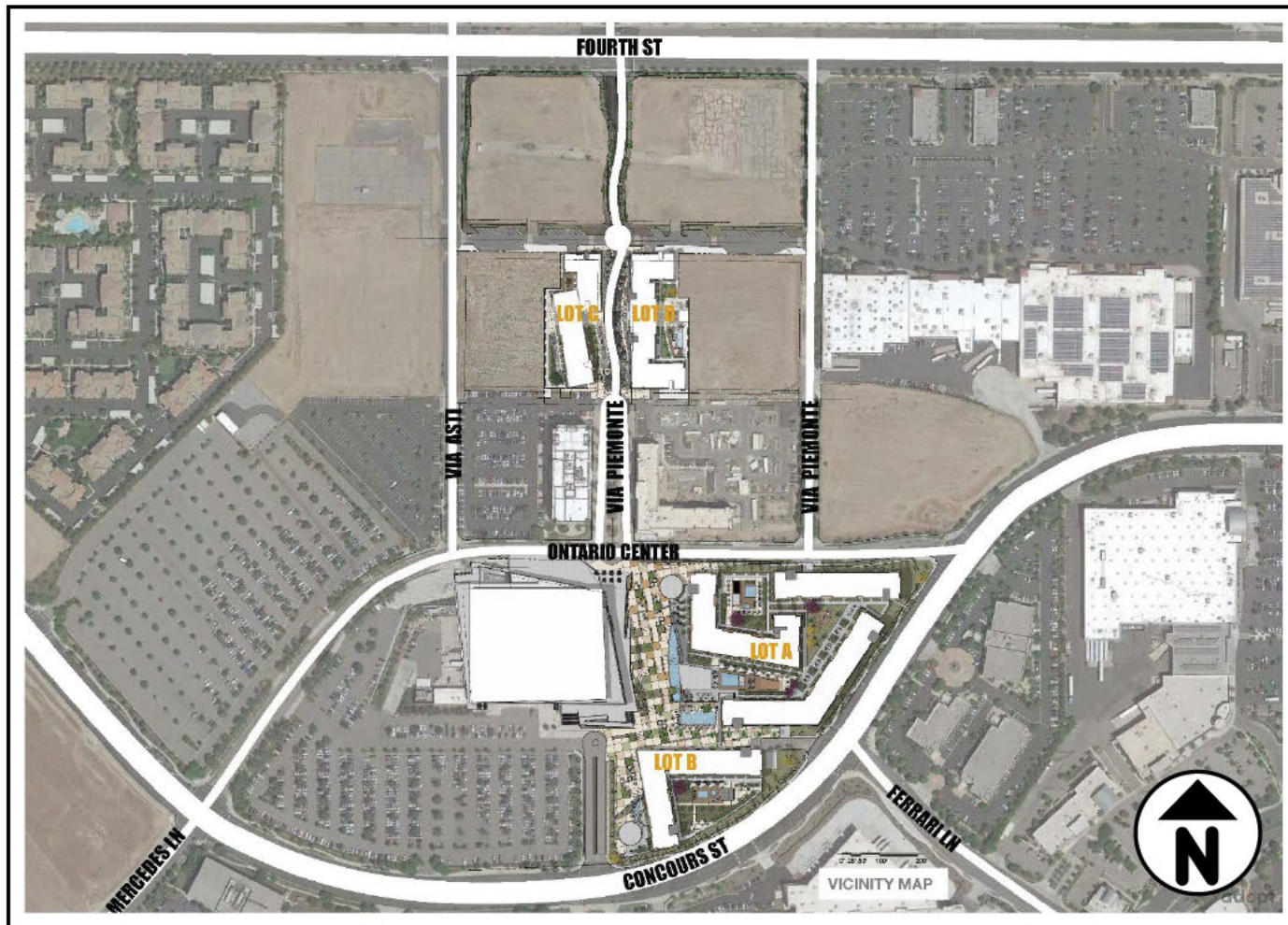


EXHIBIT C— PROPOSED SITE PLAN CONTINUED

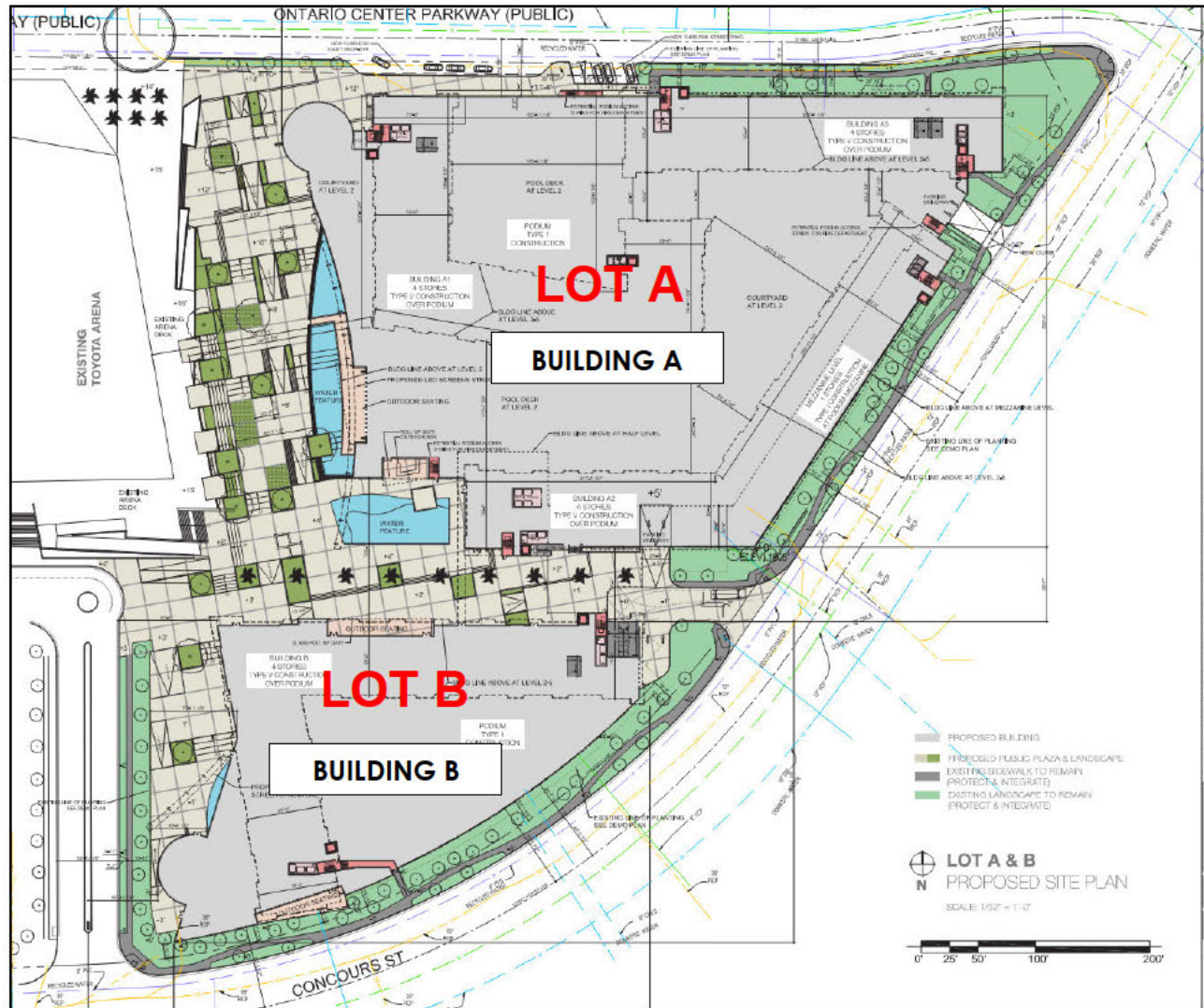
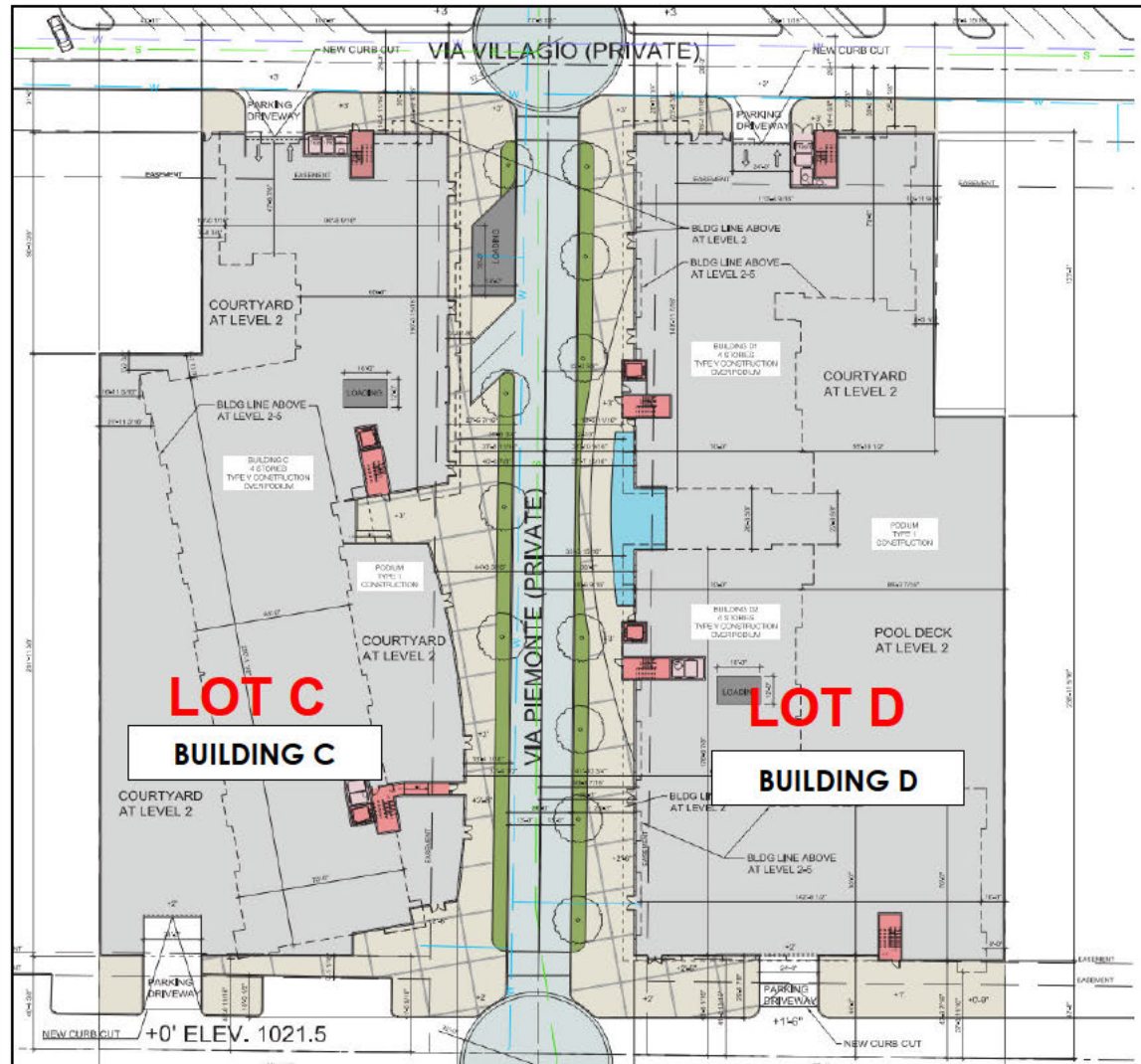


EXHIBIT C—PROPOSED SITE PLAN CONTINUED



RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDA22-003-A, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC OWNER, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR A DEVELOPMENT PLAN (FILE NO. PDEV22-014) TO CONSTRUCT 384 RESIDENTIAL UNITS AND UP TO 25,256 SQUARE FEET OF COMMERCIAL/OFFICE/RETAIL USES, ON APPROXIMETLY 4.83 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF ONTARIO CENTER PARKWAY AND CONCOURS STREET WITHIN THE MIXED-USE SUBAREAS 16 OF THE PIEMONTE OVERLAY AT THE ONTARIO CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: NORTHEAST PORTION OF 0210-205-01.

WHEREAS, OTC Owner, LLC, ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA22-003-A, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 4.83 acres of land, consisting of the northeast Toyota Arena Parking lot, located at the southwest corner of Ontario Center Parkway and Concours Street. The project site within the proposed mixed-use Subarea 16 of the Piemonte Overlay at the Ontario Center Specific Plan, and is presently vacant and improved with the Toyota Area parking lot; and

WHEREAS, in 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects; and

WHEREAS, the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) was certified on March 19, 1991, (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed in the Amendment to the Ontario Center Specific Plan (File No. 4059-SPA); and

WHEREAS, a Mitigated Negative Declaration was subsequently adopted on May 16, 2017, (hereinafter referred to as "MND"), in which development and use of the Project

site was discussed in association with an Amendment to the Ontario Center Specific Plan (File No. PSPA16-003); and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the Certified EIR and adopted MND, an Addendum to the Certified EIR and MND (hereinafter collectively referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR and EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; 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 Planning Commission the responsibility and authority to review and make recommendations to the City Council on 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, A Development Plan Application (File No. PDEV22-014) to construct four mixed-use buildings totaling 63,655 commercial square feet and 694 dwelling units on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-Use land use district of the Piemonte Overlay of the Ontario Center Specific Plan, has been filed in conjunction with the Development Agreement Application; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the recommending body for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) ("Certified EIR"), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059-SPA, in combination with an Addendum to the Mitigated Negative Declaration, adopted by the Ontario City Council on May 17, 2017, in conjunction with File No. PSPA16-003. In addition, an EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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.

SECTION 3: Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as

the recommending body for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 du/ac) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

- a. The Development Agreement applies to approximately 4.83 acres of land generally located southwest corner of Ontario Center Parkway and Concours Street; and
- b. The Development Agreement establishes parameters for the development of a mixed-use project for Lot A, consisting of 384 residential units and up to 25,256 square feet retail uses, within the proposed Mixed-Use Subarea 16 of the

Piemonte Overlay of the Ontario Center Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Piemonte Overlay of the Ontario Center Specific Plan; and

c. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

d. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

e. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

f. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were reviewed with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) prepared for the related Amendment to the Piemonte Overlay at the Ontario Center Specific Plan (File No. PSPA21-001). This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: *Planning Commission Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA22-003-A) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: *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 8: *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 9: **Certification to Adoption.** The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA22-003-A

DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**OTC Owner, LLC
Lot A**

a Delaware limited liability company

(Development Agreement to follow this page)

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

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

Exempt from Fees Per Gov. Code §§ 6103 and 27383

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

**OTC Owner, LLC
Lot A**

a Delaware limited liability company

DEVELOPMENT AGREEMENT NO. PDA22-003-A

This Development Agreement (hereinafter “Agreement”) is dated as of July ____, 2022, for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation (hereinafter “City”), and OTC Owner, LLC, Lot A, a Delaware limited liability company (together with its successors and assigns, “Owner”):

RECITALS

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

WHEREAS, Owner has a leasehold interest in the Property pursuant to the Ground Lease; and

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

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

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

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

WHEREAS, on July ____, 2022, the City Council adopted Ordinance No. _____ approving this Agreement, and such ordinance became effective on _____, 2022; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement. On April 19, 2022, pursuant to Resolution No. 2022-034, the City Council reviewed and adopted an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) dated March 2022 under City’s File No. PSPA21-001 (the “EIR Addendum”). The proposed Project is consistent with the EIR Addendum and no further environmental review is required; and

WHEREAS, on April 19, 2022, pursuant to Resolution No. 2022-035, the City Council approved the Piemonte Overlay at the Ontario Center Specific Plan Amendment - File No. PSPA21-001 (the “Specific Plan Amendment”); and

WHEREAS, this Agreement and the Project are consistent with the City’s Comprehensive General Plan and any specific plan applicable thereto; and

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Approval Date” means _____, 2022 the hearing date on which the City Council adopted the ordinance approving this Agreement.

1.1.3 “Certificate” shall have the meaning set forth in Section 6.4.

1.1.4 “Certificate of Performance” shall have the meaning set forth in Section 2.5.3.

1.1.5 “City” means the City of Ontario, California, a California municipal corporation.

1.1.6 “City Council” means the City Council of the City of Ontario.

1.1.7 “City Manager” means City’s City Manager or his or her designee.

1.1.8 “City Parties” shall have the meaning set forth in Section 9.2.

1.1.9 “City Response Delay” shall have the meaning set forth in Section 3.3.

1.1.10 “Completion” means the date on which all of the following has occurred (a) the Building Department of the City (in its capacity as the municipal authority) has issued (i) a temporary certificate of occupancy (or its equivalent) for the residential dwelling units within the Project and (ii) final sign off or its equivalent of the core and shell for the commercial space within the Project (but not the tenant improvements for such space) and (b) Owner has satisfied the conditions of the Development Approvals to the extent required in connection with the Project (as opposed to conditions required in connection with the development of the other Lots within the Phased Development) other than ongoing conditions that are not required to be satisfied prior to completion of the Project.

1.1.11 “Deferred DIF” shall have the meaning set forth in Section 4.2.2.

1.1.12 “Deferred DIF Repayment Date” shall have the meaning set forth in Section 4.2.2.

1.1.13 “Development Approval” or “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property whether Existing Development Approvals or Subsequent Development Approvals, including, but not limited to, the following:

(a) Amendment to the Piemonte Overlay at Ontario Center Specific Plan -File No. PSPA21-001;

(b) Development Plan Entitlement – File No. PDEV22-014;

(c) EIR Addendum;

(d) Development Agreement - File No. PDA22-003-A; and

(e) Amendment to the Piemonte Overlay Sign Program – File No. PSGP22-002.

1.1.14 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee, exaction, charge, assessment or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The rates as of the Approval Date for the Development Impact Fees that may apply to the Project are shown on Exhibit “C” attached hereto.

1.1.15 “Effective Date” means the date on which both of the following are true: (a) the ordinance approving this Agreement goes into effect; and (b) the Effective Date of the Ground Lease has occurred. Promptly after the Effective Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Effective Date and, thereafter, the Effective Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.16 “Existing Development Approvals” means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals are listed in the definition of “Development Approvals” above and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.17 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Approval Date, as modified by the Development Approvals.

1.1.18 “Final Non-Appealable Date” means the date Existing Development Approvals are final and non-appealable as set forth in the City Development Code and any applicable Laws and (ii) the applicable statute of limitations has expired under the California Environmental

Quality Act (Public Resources Code §21000 *et seq.*) and implementing Guidelines for CEQA (14 Cal. Code Regs. §15000 *et seq.*) with respect to the Addendum, in each case without the filing of any third party challenge, appeal, or lawsuit or, if filed, such challenge, appeal, or lawsuit has been resolved in a manner satisfactory to Owner. Promptly after the Final Non-Appealable Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Final Non-Appealable Date and, thereafter, the Final Non-Appealable Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.19 “Force Majeure Event(s)” shall have the meaning set forth in Section 11.11.

1.1.20 “General Plan” means the City’s Comprehensive General Plan adopted on January 27, 2010, by Resolution No. 2010-006, as may be amended as of the Approval Date.

1.1.21 “Ground Lease” means that certain Ground Lease by and between City and Owner dated on or about the Approval Date pertaining to the Property, as the same may be amended, modified, or supplemented from time to time.

1.1.22 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.23 “Lender Proposed Amendment” shall have the meaning set forth in Section 10.

1.1.24 “Lot” or “Lots” shall mean Lot A, B, C, or D, as the context may require, as shown on Exhibit “B” to this Agreement.

1.1.25 “Mortgagee” means any lender under any mortgage, deed of trust, or other security device securing financing with respect to the Owner’s then-current interest in the Property, and their successors and assigns.

1.1.26 “Non-Deferrable Fees” shall have the meaning set forth in Section 4.2.2.

1.1.27 “Owner” means the person or entity defined as such in the introductory paragraph of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.28 “Owner Parties” shall have the meaning set forth in Section 9.3.2.

1.1.29 “Phased Development” means the phased development and construction contemplated by Owner on the Property and each of the other “Owners” under the Related Development Agreements (as defined below) on Lots B, C, and D. The projects to be developed and constructed in the Phased Development include the Project and projects on Lots B, C, and D as follows:

Lot B - Development Plan Entitlement – File No. PDEV22-014;

Lot C - Development Plan Entitlement – File No. PDEV22-014; and

Lot D - Development Plan Entitlement – File No. PDEV22-014.

Lots B, C, and D are each also currently subject to a ground lease between the City and ground lease tenant of the applicable Lot which is being entered into concurrently with the Ground Lease in form and content similar to the Ground Lease. The City is also concurrently entering into a statutory development agreement with each of the ground lease tenants for Lots B, C, and D in form and content similar to this Agreement (the “Related Development Agreements”). It is currently contemplated that the Project will be developed and constructed as part of the Phased Development of the Property and Lots B, C, and D currently comprised of the following development as shown on Table 1 below:

Table 1: Maximum Development Density (Units) and Intensity (Based on Piemonte Overlay at the Ontario Center Specific Plan)					
DA File No's.	Approx. Acres	Lot	Subarea Area	Dwelling Units	Commercial (Square Feet)
PDA22-003-A	4.83	A	16	384	25,256
PDA22-003-B	1.69	B	17	112	20,802
PDA22-003-C	1.93	C	8	94	11,047
PDA22-003-D	2.04	D	11	104	14,095
Total	10.49			694	71,200

1.1.30 “Project” means the proposed development and construction on the Property (Lot A) of up to 25,256 square feet of commercial/office/retail uses and 384 multi-family residential dwelling units, all as consistent with File No. PDEV22-014 (as the same may be modified by Owner from time to time in accordance with the Existing Development Approvals). The commercial/office/retail uses shall be those permitted or conditionally permitted within Section 3.2 *Allowed Uses* of The Piemonte at Ontario Center Specific Plan.

1.1.31 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property is referred to as Lot A on Exhibit B. The Property constitutes one parcel of the Phased Development. Lots B, C, and D comprise the remaining parcels of the planned Phased Development.

1.1.32 “Protected Lot” shall have the meaning set forth in Section 8.2.3.

1.1.33 “Related Development Agreement” shall have the meaning set forth in the definition of “Phased Development” above.

1.1.34 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.35 “Security Instrument” shall have the meaning set forth in Section 10.

1.1.36 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Piemonte Overlay at the Ontario Center Specific Plan,” as amended by the Specific Plan Amendment.

1.1.37 “Subsequent Development Approvals” means all Development Approvals obtained subsequent to the Approval Date in connection with development of the Property.

1.1.38 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Approval Date.

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

Exhibit “A” Legal Description of the Property

Exhibit “B” Map showing location of Property and the other Lots within the Phased Development

Exhibit “C” Development Impact Fees as of the Approval Date

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and if and to the extent commenced shall be carried out in accordance with the terms of this Agreement.

2.2 Ownership of Property. Owner represents and covenants that it is the owner of a leasehold interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) Owner provides at least 180 days written notice to City prior to expiration of the initial term;

(b) Owner is not then in uncured default of this Agreement (after notice and the expiration of any applicable cure periods); and

(c) if less than three (3) of the Lots in the Phased Development have achieved Completion, such extension must be approved by the City Manager in his or her reasonable discretion.

For the avoidance of doubt, any time limits that may otherwise apply to the Development Approvals absent this Development Agreement (including without limitation, any of the time limits imposed on approvals pursuant to Section 2.02.025A of the Ontario Development Code or any other the Land Use Regulations) shall not govern the Development Approvals or this Agreement and the term set forth in this Section 2.3 shall control.

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer, or assign its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) Any such sale, transfer, or assignment is done in compliance with the Ground Lease if such Ground Lease is then in effect;

(b) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or substantially all of Owner's leasehold or fee interest (as applicable) in the Property;

(c) Prior to any such sale, transfer, or assignment, Owner shall notify City's City Manager, in writing, of such sale, transfer, or assignment and shall provide City with: (1) an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement with

respect to the portion of the Property so sold, transferred, or assigned; and (2) the payment of the applicable processing charge to cover the City's review and consideration of such sale, transfer, or assignment; and

(d) Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement.

Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (c) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer, or assignment that is not made in compliance with this Subsection 2.4.1. Notwithstanding any contrary provision of this Agreement, the Owner of the Property shall not have any liability hereunder with respect to any other Lot and a default by the Owner of one Lot shall not impact the rights and obligations of the Owner of any other Lot.

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

(a) such transferring owner no longer has a legal or equitable interest in the portion of the Property sold, transferred, or assigned;

(b) such transferring owner is not then in default under this Agreement (after notice and the expiration of any applicable cure periods), in which case such transferring owner shall remain liable for such default but not any future defaults by the assignee after the date of the transfer; and

(c) such transferring owner has provided City with the notice and executed agreement required under Paragraph (c) of Subsection 2.4.1 above.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.4 For the avoidance of doubt, this Section 2.4 does not apply to assignments or transfers of this Agreement to Mortgagees or their initial transferees after a foreclosure, deed in lieu, or similar action permitted under the mortgage, deed of trust, or other security device securing financing with respect to the Owner's interest in the Property.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section

65868. Any amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. The City hereby agrees to grant priority processing status to any request(s) to amend this Agreement made by Owner. This provision shall not limit any remedy of City or Owner as provided by this Agreement. Either party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the City initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, City shall first give notice to the Owner of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.2 Operating Memoranda.

The provisions of this Agreement require a close degree of cooperation between the City and Owner and development of the Project hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of the City and Owner. If and when, from time to time, during the term of this Agreement, the City and Owner agree that such clarifications are necessary or appropriate, the City and Owner shall effectuate such clarifications through operating memoranda approved by the City and Owner, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by the City and Owner. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall be authorized to make the determination on behalf of the City whether a requested clarification may be effectuated pursuant to this Section 2.5.2 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of the City without further Planning Commission or City Council action.

2.5.3 Certificate of Performance.

Upon Completion of the Project or upon the earlier revocation or termination of this Agreement, the City shall provide Owner, upon Owner’s request, with a statement (“Certificate of Performance”) evidencing such completion, revocation, or termination of this Agreement, and the release of Owner from further obligations hereunder with respect to the Property except with respect to the obligations which expressly survive such termination pursuant to Sections 3.9 (Rent Control), 4.2.2 (Development Impact Fees), 9 (Third Party Litigation) and 11.22 (Attorneys’ Fees). The Certificate of Performance shall be signed by the appropriate agents of Owner and the City and shall be recorded with the County Recorder. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3;
or

(b) Completion of the Project to be developed and constructed on the Property in accordance with the terms of this Agreement.

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to Owner:
OTC Lot A Owner, LLC
c/o Adept Urban
388 Cordova Street, #280
Pasadena, CA 91101
Attention: Patrick Chraghchian; Robert
Montano
Email:patrick@adept-dev.com;
robert.m@adept-dev.com

with a copy to:
Ruben Duran, City Attorney
Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Munger, Tolles & Olson LLP
350 S. Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Misty M. Sanford, Esq.
Email: misty.sanford@mto.com

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Development of the Project; Rights to Develop.

3.1.1 Development of the Project. In consideration of the premises, purposes, and intentions set forth in this Agreement, and in consideration of the assurances for development of the Project pursuant to this Agreement, Owner agrees to develop the Project in accordance with: (i) the terms and conditions of this Agreement; (ii) the terms and conditions established in the Development Approvals; and (iii) the Existing Land Use Regulations. Owner further agrees that the use, density and intensity, maximum height and size of structures and provisions for the Property reservation and dedication of land for public purposes related to the Property shall be limited to those uses permitted by the Existing Land Use Regulations. The Project shall be developed in accordance with the Development Approvals. The Project shall be constructed in compliance with all applicable building codes and standards, as such may be modified from time to time.

3.1.2 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Project in accordance with the Existing Land Use Regulations, subject to the terms and conditions of this Agreement and the conditions established in the Development Approvals. The Project shall remain subject to all Development Approvals required to complete the Project. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Existing Land Use Regulations.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which the Phased Development will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop (without the obligation) the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. Notwithstanding the foregoing, subject to (a) Force Majeure Events, (b) up to three one-year extensions of time (provided, however, that (i) only the first one-year extension may be requested by Owner unilaterally and thereafter such extensions must be approved by the City Manager and (ii) such extensions shall not apply to the first milestone (i.e., submission of the building application) for the first of the Lots of the Phased Development to be developed) and (c) any extensions of entitlements or permits granted by any governmental authority on a statewide, citywide or countywide basis, Owner shall achieve the following milestones in accordance with the following schedule:

	Event	Date
1.	Submission by Owner of building permit application to the City for the Project	On or before one hundred eighty (180) days following the Final Non-Appealable Date.
2.	Commencement of Construction of the Project	On or before two (2) years following the Final Non-Appealable Date. In order to achieve this milestone, City agrees to complete its review of (a) Owner's initial plan check submission within twenty-one (21)

		<p>days after receipt of such initial submission by City (provided, however, prior to such submission Owner and the City shall meet to review the proposed application), and (b) any additional submissions required to obtain the required permits for the project within fourteen (14) days following receipt of such additional submissions by City. There shall be a day-for-day extension of this Commencement of Construction milestone if the City fails to timely respond to such submissions within the time periods set forth above (each, a “<u>City Response Delay</u>”).</p>
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3.4 Requirement for Public Infrastructure Improvements. Owner shall comply with any conditions of the Development Approvals with respect to providing public infrastructure improvements or facilities, if any, to the extent required in connection with the Project (as opposed to the other Lots within the Phased Development).

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole; (other than in de minimis amounts); or,
- (c) Increase the maximum height and size of permitted buildings (other than in de minimis amounts); or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

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

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations, and policies upon the Owner, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by City to cover its actual costs of processing applications for, or monitoring compliance with, any development approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City in writing;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, and any other matter of procedure;
- (c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City; provided however that, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement or Existing Land Use Regulations but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety; and are generally applicable on a citywide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes, pandemics and similar acts of God);
- (e) Reserved;
- (f) Regulations to which the Owner consents in writing.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Approvals and the Existing Land Use Regulations, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Approvals and the Existing Land Use Regulations.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Approval Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce or comply with as determined by Owner. In the event Owner alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Owner may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If Owner is required by any Development Approval to construct any public works facilities which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall perform such work to the construction standards that would be applicable to City or such other public agency should it have undertaken such construction.

As a condition of development approval, Owner shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, Owner shall contract with the City for City-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the City.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies. City agrees to cooperate fully, at no material out-of-pocket cost to City, with Owner in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations, or policies of the City.

3.9 Rent Control. Notwithstanding anything to the contrary in this Agreement, City agrees that, to the extent permitted by applicable law, City shall not apply any rent control or other renter protections or other moratoria or interim control ordinance against the Property or the Project. The foregoing covenant shall survive the expiration of this Agreement indefinitely and shall be in effect unless this Agreement is terminated for any reason other than a termination due to the Completion of the Project.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by Owner. The amounts for Development Impact Fees established or imposed by the City to be paid by Owner shall be the amounts that are in effect as of the Approval Date, which are shown on Exhibit "C" attached hereto, and Development Impact Fees established or imposed by other public agencies to be paid by Owner shall be the amounts that are in effect at the time such fees are due and payable during the development process. Nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by City to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by City. Notwithstanding the foregoing, the amounts imposed by the City to be paid by Owner for the following Development Impact Fees may be those in effect at the time such fees are due and payable (subject to the right to deferment set forth in Section 4.2.2 below), so long as such amounts do not increase by more than five percent (5%) over the amount of such rates in effect as of the Approval Date: processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

4.2.2 Time of Payment.

(a) Owner shall have the right to elect (but is not obligated) to amortize the payment of up to fifty percent (50%) of the total amount of Development Impact Fees due and payable for the Project (the amount so elected, the "Deferred DIFs") over a period of thirty (30) years commencing from the Deferred DIF Repayment Date at an annual 3 percent

(3%) simple interest rate. As used herein, “Deferred DIF Repayment Date” means the date of issuance of a temporary or other certificate of occupancy for the residential component of the Project. The parties understand and agree that the Development Impact Fees established or imposed by other public agencies that are not controlled by City even if such Development Impact Fees may be collected by City (including without limitation, if applicable, the IEUA Sewer Connection Fee, Ontario-Montclair School District (K-12) Fees, Cucamonga School District and Chaffey Joint Union High School Fees) (collectively, the “Non-Deferrable Fees”) must be paid when and as required in their standard course and schedule and may not be deferred hereunder; provided, however, the amount of such Non-Deferrable Fees may be included in the calculation of the total amount of Development Impact Fees due and payable for the Project for purposes of calculating the fifty percent (50%) amount that Owner may elect to include as Deferred DIFs.

(b) Owner agrees that, commencing upon the Deferred DIF Repayment Date, Owner shall pay to the City, on the 1st day of the next following month and each and every successive month for three hundred sixty (360) consecutive months, an amount equal to the amortized principal and interest of the actual amount of the Deferred DIFs amortized over thirty (30) years at an annual 3 percent (3%) simple interest rate. By way of example only, if the Deferred DIFs equal \$4,500,000, the monthly payment to be made to the City would be \$18,972. The entire unpaid principal balance of the amortized Deferred DIFs and any accrued but unpaid interest shall be immediately due and payable to the City upon any of the following events: (1) the termination of this Agreement other than a termination due to the Completion of the Project; (2) any uncured default by Owner with regard to repayment of the amortized Deferred DIFs to the City (if such amounts have not been paid to the City within five (5) business days of Owner’s receipt of written notice from the City); or (3) any sale, transfer or assignment of all or substantially all of the Owner’s leasehold or fee interest (as applicable) in the Property that is not approved by the City in advance (which such approval shall not be unreasonably withheld, conditioned or delayed). Any monthly payment or portion thereof not paid to the City as and when due under the terms of this Agreement shall accrue interest from the date on which such payment was due at the rate of ten percent (10%), and if not paid within the five (5) business day cure period described above, City may file a lien against the Property for such delinquent amounts including any accrued and unpaid interest. All payments under this Subsection will be applied first to penalties and late fees, then to interest, then to reduce the principal amount owed. The Deferred DIFs and any accrued but unpaid interest may be pre-paid to the City at any time without any pre-payment penalty.

(c) The Deferred DIF payment obligation shall be a covenant running with the land and shall survive the expiration or early termination of this Agreement indefinitely until the Deferred DIFs are paid in full in accordance with this Agreement.

(d) Any Development Impact Fees that are not a Deferred DIF shall be paid when and as required in their standard course and schedule.

4.3 Reserved.

4.4 Reserved.

4.5 Schools Obligations. Owner shall satisfy its school obligations with the applicable school district by paying school impact fees. Written evidence of approval by the applicable school district that Owner has met its school obligations may be required by the City as the condition to the issuance by the City of any building permits for the Project.

4.6 Reserved.

4.7 Reserved.

4.8 Reserved.

4.9 Maintenance of Open Space. Owner shall provide for ongoing maintenance of all park, common areas, and open space areas within the Project as may be set forth in the Development Approvals.

4.10 Intentionally Omitted.

4.11 Compliance with Public Benefits Requirements. In the event Owner fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, Owner shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies permitted under this Agreement, including, without limitation, the right of the City to withhold Owner's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. [RESERVED]

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The City shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the Owner with the terms of this Agreement in accordance with Section 65865.1 of the California Government Code. Upon completion of the City's review, City shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of City's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his/her designee. Owner shall be responsible for paying any processing charge in connection with each such annual review, if any, provided that such charge shall be generally consistent with the cost charged for annual reviews for other development agreements to which the City is a party.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;

- (2) Affirmative vote of at least four (4) members of the Planning Commission; or
- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the City intends to undertake a special review of this Agreement to the Owner. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission. The cost of any such special review shall be borne by the City, unless such a special review demonstrates that Owner is not acting in good-faith compliance with the provisions of this Agreement, in which case Owner shall reimburse the City for all costs incurred by the City in connection with such special review.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the Owner must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the Owner.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall specify in writing the respects in which Owner has failed to so comply. The City shall provide Owner with written notice of such noncompliance, together with a written specification of the reasons therefor. Such written notice shall also specify a reasonable time for Owner to cure such non-compliance, which time shall be not less than thirty (30) days after Owner's receipt of such notice.

(c) The Owner may appeal a determination pursuant to paragraph (b) in accordance with the City's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Termination. If, upon a finding under Section 6.1.6(b), the City determines to proceed with termination of this Agreement, the City shall give notice to the property Owner of its intention so to do. The notice shall contain:

- (a) The time and place of the hearing;

(b) A statement as to whether or not the City proposes to terminate this Agreement; and

(c) Other information that the City considers necessary to inform the Owner of the nature of the proceeding.

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

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon written request by Owner, issue a Certificate of Agreement Compliance (“Certificate”) to Owner stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General; Waiver of Monetary Damages. It is acknowledged by the parties that, subject to and without limiting the Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below, neither party would have entered into this Agreement if it were to be liable in monetary damages under this Agreement, or with respect to this Agreement or the application thereof. The parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages that would adequately compensate Owner for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the parties agree that each of the parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that neither party shall be liable in monetary damages to the other party, or to

any successor in interest of such other party, or to any other person, and each party covenants not to sue for monetary damages or claim any monetary damages:

8.1.1 For any breach of this Agreement or for any cause of action which arises out of this Agreement (other than in connection with Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys' fees under Section 11.22 below); or

8.1.2 For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

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

8.1.4 The parties understand and agree, however, that nothing in this Section 8.1 shall prohibit, restrict or otherwise affect the rights of a party to seek monetary damages as a result of any default by the other party under any other agreement entered into by the parties with respect to the Property and the Project, including without limitation the Ground Lease, if and to the extent such other agreements allow for monetary damages. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses either party may otherwise have with respect to claims for monetary damages.

8.2 Default by Owner. In the event that Owner does not perform its obligations under the Agreement in a timely manner, subject to the limitations in Section 8.1, the City shall have all rights and remedies provided herein which shall include (a) the right to compel specific performance of the obligations of Owner under this Agreement or (b) termination of this Agreement, provided that the City has first complied with the procedures set forth in this Section 8.2 and in Section 8.5 below. If City elects to proceed under clause (b) with termination of this Agreement, the following shall apply:

8.2.1 If after the applicable cure period has elapsed, the City Manager finds and determines that Owner remains in default, the City Manager shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Owner has not cured the applicable default pursuant to this Section, and that the City should terminate this Agreement, Owner shall be entitled to appeal that finding and determination to the City Council in accordance with the procedure in Section 6.1.6(c) above. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity, and

8.2.2 City may terminate this Agreement after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal period in accordance with the procedure described in Section 6.1.6(c) above, relating to the defaulting party's rights and obligations.

8.2.3 City's Limited Cross Termination Right. If City terminates this Agreement in accordance with the procedures set forth herein as a result of a failure of Owner to achieve any of the milestones required pursuant to Section 3.3 above, City shall have the right to simultaneously terminate the Related Development Agreement(s) affecting the Lot(s) within the Phased Development for which none of the milestones under Section 3.3 of the applicable Related Development Agreement(s) have been achieved and for which a standard construction loan from an unrelated third party ("Loan") has not been executed for the development of such Lot(s). For example, if the owner of any Lot in the Phased Development (including the Property) has executed a Loan for the development of such Lot or any of the milestones under Section 3.3 of the applicable Related Development Agreement have been achieved with respect to such Lot (a "Protected Lot"), then the termination of this Agreement or the Related Development Agreement for any other Lot shall not affect the Related Development Agreement of such Protected Lot and City shall not have any right hereunder to terminate such Related Development Agreement under this Section 8.2.3.

8.3 Default by City. In the event the City defaults under the provisions of this Agreement, subject to the limitations set forth in Section 8.1 above, Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Owner has first complied with the procedures in Section 8.5 below.

8.4 Release. Subject to and without limiting the indemnity in Section 9.3 below, except for nondamage remedies, including the remedy of specific performance, each party, for itself, its successors and assignees, hereby releases the other party, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

8.5 Notice and Cure. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of written notice from the other party, identifying with specificity those obligations of the defaulting party which have not been performed, constitutes a default under this Agreement; provided, however, if such failure or delay cannot reasonably be cured within such thirty (30) day period, no default shall be deemed to have occurred hereunder if the party committing such failure or delay commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence but (a) with respect to the City only in no event later than sixty (60) days after receipt of written notice from the Owner and (b) with respect to Owner only in no event later than one hundred eighty (180) days after receipt of written notice from City. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default.

8.6 Ground Lease and Other Agreements Not Affected. This Section 8 shall not be deemed to implicate, modify, or affect in any way any provisions in the Ground Lease or any other agreement entered into by the parties with respect to the Property and the Project.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Approval Date, and that the General Plan meets all requirements of law. City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Project as the result of a judicial determination that on the Approval Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. Subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), at its expense, including attorneys' fees, indemnify, and hold harmless City and its officers and employees (collectively, the "City Parties") from any claim, action or proceeding against the City Parties to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

Nothing in this Section 9 or any other indemnification provision included as a condition to any of the Development Approvals shall be construed to mean that Owner or City shall indemnify, hold any of the City Parties or Owner Parties, as applicable, harmless and/or defend any of the City Parties or Owner Parties, as applicable, from any claims arising from (a) as to Sections 9.3.1 and 9.4 only, any of the City Parties' or Owner Parties', as applicable, violation of law, or (b) as to all such indemnities other than the indemnity set forth in Section 9.3.2, (i) any of the City Parties' or Owner Parties', as applicable, breach of contractual obligations to third parties or (ii) the gross negligence or willful misconduct of any of the City Parties or Owner Parties, as applicable.

9.3 Indemnity.

9.3.1 Owner. In addition to the provisions of 9.2 above, subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), indemnify, and hold harmless the City Parties from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), based or asserted upon any act or omission of Owner or its officers or employees for property damage, bodily injury, or death

(Owner's employees included) arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, and operation the Project. The City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

9.3.2 City. City agrees to indemnify, defend (with counsel chosen by City and approved by Owner, which such approval shall not be unreasonably withheld, conditioned or delayed), and hold harmless Owner, American General Design, Inc. (dba Adept Development), a California corporation and Povac Investments, Inc., a California corporation and each of their respective officers and employees (collectively, the "Owner Parties") from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses) arising from any governmental agency stopping or delaying construction or occupancy of the Project after the "Commencement of Construction" (as defined below) as a result of City's failure to pay any amounts imposed by the State of California (if any) pursuant to California Government Code Sections 54220 through 54234 in connection with the City's disposition of the Property to Owner. Owner shall promptly notify City of any such stoppage or delay, and Owner shall cooperate in the defense. If Owner fails to promptly notify Owner of any such stopped or delay, or if any of the Owner Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, City shall not thereafter be responsible to defend, indemnify, or hold harmless the Owner Parties. For purposes of this Section 9.3.2, the term "Commencement of Construction" shall mean that both of the following have occurred: (a) construction of a building has commenced pursuant to and in accordance with a building permit issued by the City, City-approved final construction drawings, the Existing Land Use Regulations, the Development Approvals, and all applicable laws; and (b) Owner has expended at least \$5,000 in labor and materials for such construction. For purposes of this definition only, "construction" shall mean construction of improvements permanently fixed to the site (e.g., a foundation or similar), including, without limitation, utilities, public or private streets, public or private site improvements, landscaping or ancillary structures such as block walls, trash enclosures, and any grading, excavation, demolition, grubbing, or other site preparation.

9.4 Environment Assurances. Owner shall defend (with counsel chosen by Owner), at its expense, including attorneys' fees, indemnify, and hold harmless the City Parties from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, and/or independent contractors for any violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property that were not present prior to the date that Owner took possession of the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including reasonable attorneys' fees, the City Parties in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

9.5 Reserved.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement for a period of two (2) years after such termination, except to the extent such indemnification relates to any third party claims, in which event such indemnification shall survive until the expiration of any applicable statute of limitations.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property ("Security Instrument"). City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees to cooperate in including in this Agreement by suitable amendment from time to time any provision that may reasonably be requested by any proposed Mortgagee for the purpose of allowing such Mortgagee reasonable means to protect or preserve a lien and security interest of its Security Instrument, as well as such other documents containing terms and provisions customarily required by Mortgagees (taking into account the customary requirements of their participants, syndication partners or rating agencies) in connection with any such financing (a "Lender Proposed Amendment"). The City agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate a Lender Proposed Amendment; provided, however, that any such Lender Proposed Amendment shall not in any way materially adversely affect any rights of the City under this Agreement. If there is any conflict between this Article 10 and any other provisions contained in this Agreement, this Article 10 shall control. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of sixty (60) days after Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary, not to exceed one hundred eighty (180) days, to remedy such default, provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the default is cured.

(d) Any Mortgagee who takes title of the Property, or any part thereof, pursuant to foreclosure trustee's sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement, provided that any such Mortgagee, including its affiliate, that takes title to the Property shall be entitled to all of the benefits arising under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer, or assignment after the initial sale, transfer, or assignment by any Mortgagee shall be subject to the provisions of Section 2.4 of this Agreement.

(e) If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Owner, the times specified in Section clause (c) above, shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

(f) If this Agreement is terminated by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for Owner or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this clause (f).

(g) The City shall, at any time and within thirty (30) days following the written request of a Mortgagee, but not more often than annually, certify in writing to such Mortgagee that (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments and modifications, and (c) to the actual knowledge of City with no duty to investigate, Owner is not in default in the performance of its obligations under this Agreement or, if in default, to describe therein the nature and extent of any such default. Any such estoppel certificate shall be administratively issued by the City Manager or his/her representative or designee.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the City executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the City terminates this Agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County

Recorder. A failure to record the Agreement in a timely fashion shall not impact its effectiveness to the extent permitted by applicable law.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, in the event the provision regarding the payment of Deferred DIFs set forth in Section 4.2.2 of this Agreement is determined to be invalid, void or unenforceable, the parties shall enter into a separate written agreement for the repayment of such Deferred DIFs consistent with Section 4.2.2.

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

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

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

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

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

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

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns, except that the Owner

Parties and City Parties are third party beneficiaries of the indemnities in Section 9. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, insurrection, riots, civil unrest, acts of terrorism or similar hostilities, strikes, boycotts, lock-outs, and other labor difficulties beyond the party's control (including the party's employment force), inability to procure services, labor or materials not related to the price thereof, failure of electric power, governmental actions, governmental laws, regulations or restrictions, third party litigation or administrative proceedings, actual or threatened public health emergency (including epidemic, pandemic, famine, disease, plague, quarantine, and other public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Owner, its agents, contractors or its employees from accessing the Property, national or regional emergency), declaration of a state or national emergency, casualties, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Property from being developed or operated in accordance with this Agreement, or other reasons beyond the reasonable control of the party (individually a "Force Majeure Event" or collectively, "Force Majeure Events"). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be automatically extended for the period of time that such events prevented such performance, provided that the extensions of the term of this Agreement solely as a result of one or more Force Majeure Events shall not exceed a period of more than five (5) years in the aggregate.

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

11.13 Successors in Interest; Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof. In any event, no owner or tenant of an individual completed residential unit within the Project shall have any rights under this Agreement.

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

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of

the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

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

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

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

11.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement

shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. Owner shall pay to City all reasonable costs incurred by City in connection with the issuance of estoppel certificates under this Section 11.20 prior to City's issuance of such certificates.

11.21 Authority to Execute. Each party represents and warrants that the person or persons executing this Agreement on behalf of such party has the authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations hereunder.

11.22 Attorneys' Fees. In the event of any action between the City and Owner for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

“Owner”

OTC Lot A Owner, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

“CITY”

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

Kane, Ballmer & Berkman, City Special
Counsel

ACKNOWLEDGEMENT

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, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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 _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

LEASE AREA DESCRIPTION (LOT A)

APN NO. 0210-205-01

THAT PORTION OF LAND IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN A PORTION OF PARCEL 1 OF PARCEL MAP NO. 17978 AS PER MAP FILED IN BOOK 216 PAGES 44 AND 45 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL 1, SAID COURSE HAVING A BEARING OF N 33°23' 13" E AS SHOWN ON SAID PARCEL MAP. THENCE, N 33° 23' 13" E 42.97' ALONG SAID EASTERLY LINE. THENCE, LEAVING SAID EASTERLY LINEN 56°36' 47" W 18.58' TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE, ALONG THE FOLLOWING DESCRIBED COURSES:

N 33°23' 24" E 259.97'

S 56°36' 36" E 8.00'

N 33°23' 24" E 25.41'

N 56°36' 36" W 5.50'

N 33°23' 24" E 30.58'

N 56°36' 36" W 18.50'

N 33°23' 24" E 46.27'

N 0° 00' 00" E 19.25'

N 90° 00' 00" E 30.59'

N 0° 00' 00" E 67.50'

N 90° 00' 00" W 274.60'

**EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT**

LEASE AREA DESCRIPTION (LOT A)

N 0° 00' 00" E 8.00'

N 90° 00' 00" W 25.41'

S 0° 00' 00" W 8.00'

N 90° 00' 00" W 251.51'

S 0° 00' 00" W 30.58'

N 90° 00' 00" W 16.82' TO THE BEGINNING OF A NON-TANGENT 31.67' RADIUS CURVE CONCAVE SOUTHEASTERLY AND TO WHICH A RADIAL LINE BEARS N 78°55' 48" E. THENCE, NORTHWESTERLY, WESTERLY, AND SOUTHEASTERLY 110.94' ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 200° 43' 26".

THENCE, ALONG THE FOLLOWING DESCRIBED COURSES:

S 80° 09' 47" W 25.36'

S 09° 50' 13" E 343.01'

N 90° 00' 00" E 121.65'

S 00° 00' 00" W 4.00'

S 90° 00' 00" E 32.63'

S 00° 00' 00" E 6.35'

N 90° 00' 00" E 25.41'

N 0° 00' 00" E 10.11'

S 90° 00' 00" E 43.73'

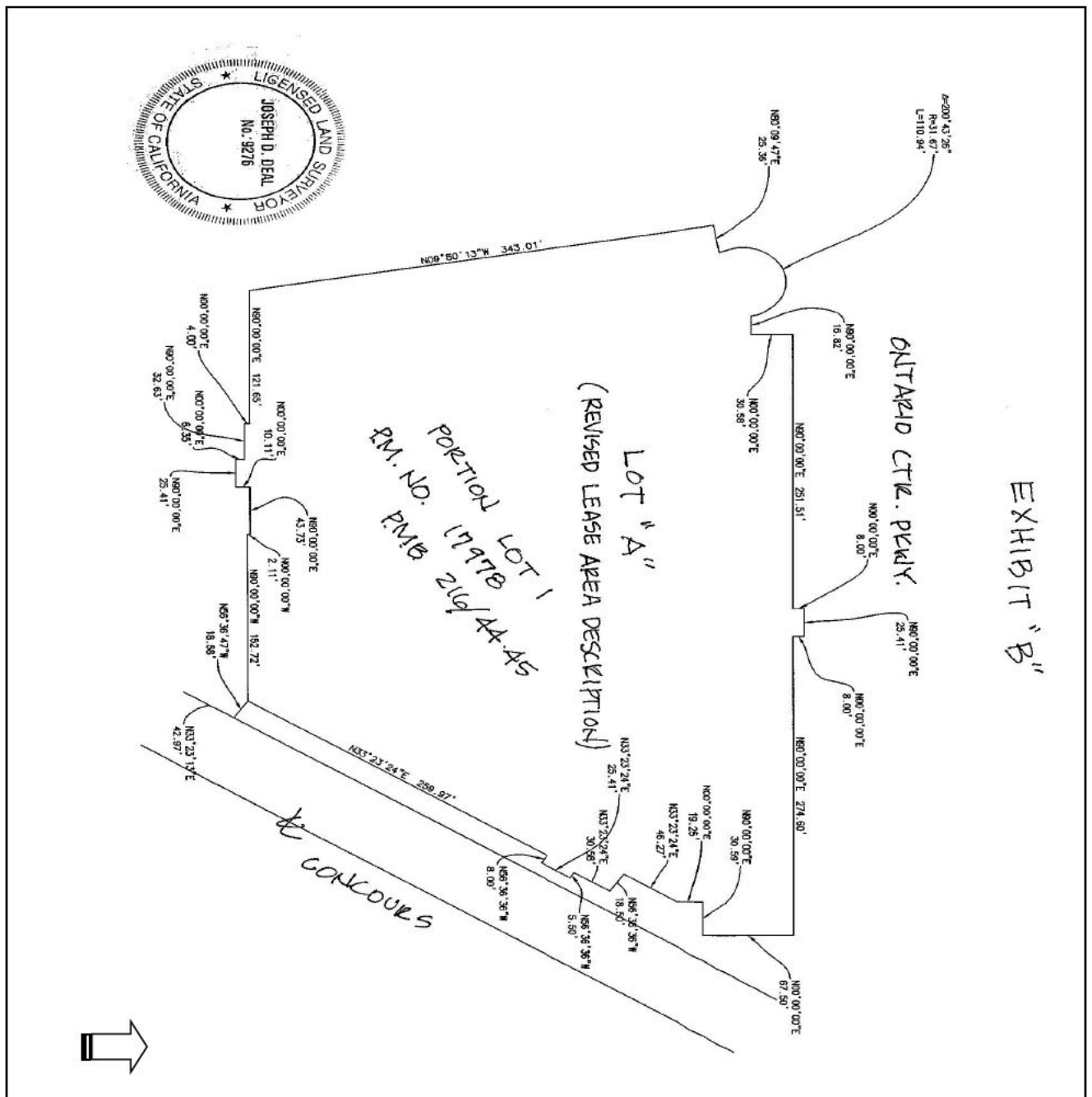
S 00° 00' 00" W 2.11'

**EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT**

LEASE AREA DESCRIPTION (LOT A)

THENCE, S 90° 00' 00" E 152.72' TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 210,250 SQUARE FEET, 4.83 ACRES MORE OR LESS. ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



TO DEVELOPMENT AGREEMENT

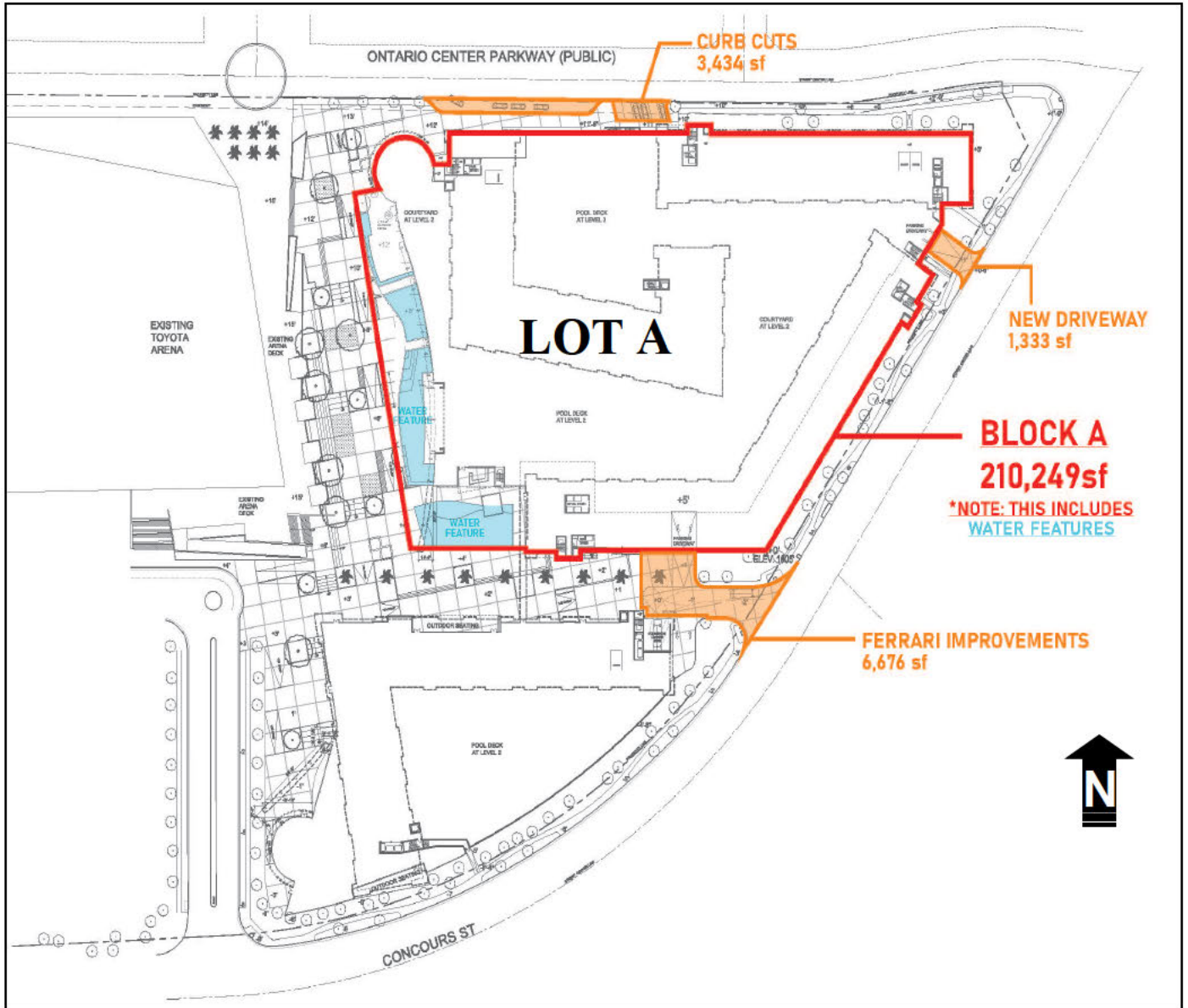
Map showing Property and its location



Ontario Center Parkway, Ontario, CA 91764

**EXHIBIT "B" CONTINUED
TO DEVELOPMENT AGREEMENT**

Map showing Property and its location



**EXHIBIT “C”
TO DEVELOPMENT AGREEMENT**

Development Impact Fees as of the Approval Date

(Development Impact Fees to follow this page)

Exhibit C



FY 2021-22 Citywide Fee Schedule

(Fees, Fines & Charges)

*Component of the FY 2021-22 Budget
Adopted June 21, 2021 (Resolution No. 2021-062)*

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II. - Community Life & Culture

Section 5. Housing Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Housing Fees					
1	Base Affordable Housing Monitoring Fee*	Base	\$ 747.68	\$ 747.00	7/1/2021
2	Per Unit Affordable Housing Monitoring Fee*	Per unit	\$ 107.94	\$ 107.00	7/1/2021
3	Loan Payoff Process Fee - without equity share	Each	\$ 251.11	\$ 251.00	7/1/2021
4	Loan Payoff Process Fee - with equity share	Each	\$ 400.39	\$ 400.00	7/1/2021
5	Preparation of Full Reconveyance	Each	\$ 248.13	\$ 248.00	7/1/2021

** Affordable Housing Monitoring Fee does not apply to bond-funded projects.*

Note: Loan Payoff and Reconveyance fees may be waived if individuals are under financial hardship.

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Plan Check Fees					
1	Building Plan Check Fee	% of Permit	N/A	80.00%	7/1/2021
2	Building Plan Check for track housing or duplicate building	% of Permit	N/A	40.00%	7/1/2021
3	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Less than \$1 million	N/A	50.00%	7/1/2021
4	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$1 and \$5 million	N/A	40.00%	7/1/2021
5	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$5 and \$10 million	N/A	30.00%	7/1/2021
6	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$10 and \$20 million	N/A	20.00%	7/1/2021
7	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Greater than \$20 million	N/A	10.00%	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Permit Fees					
8	Building Permit - Base Fee (\$1-\$500)	Valuation: \$1 to \$500	N/A	\$ 23.50	7/1/2021
9	Building Permit - Base Fee (\$501-\$2000)	Valuation: \$501 to \$2,000	N/A	\$ 23.50	7/1/2021
10	Building Permit Fee (Each additional \$100, or fraction thereof, up to and including \$2000)	Each additional \$100, or fraction thereof, up to and including \$2,000	N/A	\$ 3.05	7/1/2021
11	Building Permit - Base Fee (\$2001-\$25,000)	Valuation: \$2,001 to \$25,000	N/A	\$ 69.25	7/1/2021
12	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$25,000)	Each additional \$1,000, or fraction thereof, up to and including \$25,000	N/A	\$ 14.00	7/1/2021
13	Building Permit - Base Fee (\$25,001-\$50,000)	Valuation: \$25,001 to \$50,000	N/A	\$ 391.25	7/1/2021
14	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$50,000)	Each additional \$1,000, or fraction thereof, up to and including \$50,000	N/A	\$ 10.10	7/1/2021
15	Building Permit - Base Fee (\$50,001-\$100,000)	Valuation: \$50,001 to \$100,000	N/A	\$ 643.75	7/1/2021
16	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$100,000)	Each additional \$1,000, or fraction thereof, up to and including \$100,000	N/A	\$ 7.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
17	Building Permit - Base Fee (\$100,001-\$500,000)	Valuation: \$100,001 to \$500,000	N/A	\$ 993.75	7/1/2021
18	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$500,000)	Each additional \$1,000, or fraction thereof, up to and including \$500,000	N/A	\$ 5.60	7/1/2021
19	Building Permit - Base Fee (\$500,001-\$1,000,000)	Valuation: \$500,001 to \$1,000,000	N/A	\$ 3,233.75	7/1/2021
20	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$1,000,000)	Each additional \$1,000, or fraction thereof, up to and including \$1,000,000	N/A	\$ 4.75	7/1/2021
21	Building Permit - Base Fee (Greater than \$1,000,001)	Valuation: \$1,000,001 and up	N/A	\$ 5,608.75	7/1/2021
22	Building Permit Fee (Each additional \$1,000 or fraction thereof, greater than \$1,000,001)	Each additional \$1,000, or fraction thereof	N/A	\$ 3.65	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Misc. Standard Building Permits					
23	Kitchen Remodel (non-structural)	Each	\$ 258.99	\$ 258.00	7/1/2021
24	Bathroom Remodel	Each	\$ 129.50	\$ 129.00	7/1/2021
25	Demolition - Entire Structure	Valuation	N/A	Varies	7/1/2021
26	Patio Covers - Solid	Valuation	N/A	Varies	7/1/2021
27	Patio Covers - Lattice	Valuation	N/A	Varies	7/1/2021
28	Patio Covers - Enclosures	Valuation	N/A	Varies	7/1/2021
29	Pole Bases	Valuation	N/A	Varies	7/1/2021
30	Roofing	Valuation	N/A	Varies	7/1/2021
31	Storage Sheds	Valuation	N/A	Varies	7/1/2021
32	Stucco	Valuation	N/A	Varies	7/1/2021
33	Swimming Pools/Spas	Valuation	N/A	Varies	7/1/2021
34	Tenant Improvements - With Ceiling	Valuation	N/A	Varies	7/1/2021
35	Tenant Improvements - Without Ceiling	Valuation	N/A	Varies	7/1/2021
36	Trash Enclosures - Single	Valuation	N/A	Varies	7/1/2021
37	Trash Enclosures - Double	Valuation	N/A	Varies	7/1/2021
38	Walls - Retaining	Valuation	N/A	Varies	7/1/2021
39	Walls - Screen Garden	Valuation	N/A	Varies	7/1/2021
40	Walls - Tilt-Up Screen Walls	Valuation	N/A	Varies	7/1/2021
41	Window Changeout	Valuation	N/A	Varies	7/1/2021

City of Ontario
 FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
 Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Electrical Permit Fees					
42	Electrical Permit Issuance Fee	Each	\$ 41.63	\$ 41.00	7/1/2021
43	Electrical Permit - Temporary Power Service Pedestal	Each	\$ 86.33	\$ 86.00	7/1/2021
44	Electrical Permit - Temporary Power Service Distribution system	Each	\$ 43.17	\$ 43.00	7/1/2021
45	Electrical Permit - outlet/switch/fixture	First 20 fixtures	\$ 129.50	\$ 129.00	7/1/2021
46	Electrical Permit - Additional Fixtures	Each	\$ 2.94	\$ 2.90	7/1/2021
47	Electrical Permit - Power Apparatus -up to and including 1	each HP, kW, kVA or kVAR	\$ 143.83	\$ 143.00	7/1/2021
48	Electrical Permit - Power Apparatus - over 1 to 10	each HP, kW, kVA or kVAR	\$ 158.33	\$ 158.00	7/1/2021
49	Electrical Permit - Power Apparatus - over 10 to 50	each HP, kW, kVA or kVAR	\$ 172.66	\$ 172.00	7/1/2021
50	Electrical Permit - Power Apparatus - over 50 to 100	each HP, kW, kVA or kVAR	\$ 258.99	\$ 258.00	7/1/2021
51	Electrical Permit - Power Apparatus - over 100	each HP, kW, kVA or kVAR	\$ 345.32	\$ 345.00	7/1/2021
52	Electrical Permit - Services -for services of 600 volts or less and not over 200 amperes in rating	Each	\$ 172.66	\$ 172.00	7/1/2021
53	Electrical Permit Fee - Services -for services of 600 volts or less and over 200 amperes to 1,000 amperes in rating	Each	\$ 258.99	\$ 258.00	7/1/2021
54	Electrical Permit Fee - Services -for services over 600 volts or over 1,000 amperes in rating	Each	\$ 431.65	\$ 431.00	7/1/2021
55	Electrical Permit Fee - Miscellaneous Apparatus, Conduits and Conductors	Each	\$ 143.83	\$ 143.00	7/1/2021
56	Electrical Permit Fee- Subpanel	Each	N/A	\$ 172.00	7/1/2021
57	Electrical Permit Fee - Signs	Each	N/A	\$ 86.00	7/1/2021
58	Electrical Permit Fee - Private Swimming Pools	Each Pool or Spa	N/A	\$ 129.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
59	Electrical Permit Fee - Other Inspections and Fees, inspections outside of normal business hours: minimum charge 3 hrs.	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
60	Electrical Permit Fee - Inspections	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
61	Electrical Permit Fee - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
62	Electrical Permit Fee - Additional plan review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
63	New Construction Trades - Electrical : Residential	Per Square Foot	\$ 0.10791	\$ 0.1079	7/1/2021
64	New Construction Trades - Electrical : Commercial	Per Square Foot	\$ 5.22301	\$ 0.1200	7/1/2021
65	New Construction Trades - Electrical: Industrial / warehouse (0-50,000 sf)	Per Square Foot	\$ 0.01209	\$ 0.0120	7/1/2021
66	New Construction Trades - Electrical : Industrial / warehouse (>50,000 sf)	Per Square Foot	\$ 0.00388	\$ 0.0038	7/1/2021
Mechanical Permit Fees					
67	Mechanical Permit Issuance Fee	Each	\$ 41.75	\$ 41.00	7/1/2021
68	Mechanical Permit Fee (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -under 3 HP (10.6kW) or to and including 100,000 Btu/h (29.3kW)	Each	\$ 172.66	\$ 172.00	7/1/2021
69	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems-over 3 HP (10.6kW) to and including 15 HP (52.7kW), or over 100,000 Btu (29.3kW) to and including 500,000 Btu/h (146.6kW)	Each	\$ 215.83	\$ 215.00	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
70	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -over 15 HP (52.7 kW) to and including 30 HP (105.5 kW), over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	Each	\$ 258.99	\$ 258.00	7/1/2021
71	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 30 HP (105.5 kW) to and including 50 HP (176 kW), or over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	Each	\$ 345.32	\$ 345.00	7/1/2021
72	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 50 HP (176 kW) or over 1,750,000 Btu/h (512.9kW)	Each	\$ 517.98	\$ 517.00	7/1/2021
73	Mechanical Permit Fees (includes issuance fee)- Evaporative Coolers	Each	\$ 172.66	\$ 172.00	7/1/2021
74	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each fan connected to single duct	Each	\$ 172.66	\$ 172.00	7/1/2021
75	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust-each which is not a portion of any heating or a/c system authorized by a permit	Each	\$ 172.66	\$ 172.00	7/1/2021
76	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each hood served by mechanical exhaust	Each	\$ 345.32	\$ 345.00	7/1/2021

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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
77	Mechanical Permit Fee - Process Piping	Valuation	N/A	Varies	7/1/2021
78	Mechanical Permit Fee - Wall Heater	Each	N/A	\$ 43.00	7/1/2021
79	Mechanical Permit Fees - Miscellaneous (one inspection)	Each	\$ 86.33	\$ 86.00	7/1/2021
80	Mechanical Permit Fees - Inspection outside of normal business hours	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
81	Mechanical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
82	Mechanical Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
83	Mechanical Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
84	New Construction Trades - Mechanical: Residential	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
85	New Construction Trades - Mechanical : Commercial	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
Plumbing Permit Fees					
86	Permit issuance fee	Each	\$ 41.75	\$ 41.00	7/1/2021
87	Plumbing Permit Fees - First 15 Fixtures and Vents (new & alterations)	First 15 Fixtures/Vents	\$ 172.66	\$ 172.50	7/1/2021
88	Plumbing Permit Fees - Each Additional	Each	\$ 172.66	\$ 10.78	7/1/2021
89	Plumbing Permit Fees - Sewers	Each	\$ 172.66	\$ 172.50	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
90	Plumbing Permit Fees - Sewage disposal system	Each	\$ 431.65	\$ 431.50	7/1/2021
91	Plumbing Permit Fees -Industrial waste pretreatment interceptor	Each	\$ 172.66	\$ 172.50	7/1/2021
92	Plumbing Permit Fees - Water Piping First 20 outlets	First 20 Outlets	\$ 129.50	\$ 129.00	7/1/2021
93	Plumbing Permit Fees - Water Piping Each Additional Outlet	Each Outlet	\$ 129.50	\$ 5.23	7/1/2021
94	Plumbing Permit Fees - Water heater including vent	Each	\$ 172.66	\$ 12.92	7/1/2021
95	Plumbing Permit Fees - Gas Piping Systems First 5 Outlets	First 5 Outlets	\$ 647.50	\$ 129.50	7/1/2021
96	Plumbing Permit Fees - Gas Piping Systems Each Additional	Each Addt'l Outlet	\$ 129.50	\$ 6.77	7/1/2021
97	Plumbing Permit Fees - Lawn Sprinklers	Each lawn sprinkler system on any one meter	\$ 172.66	\$ 172.50	7/1/2021
98	Plumbing Permit Fees - Backflow Protection Devices	Each Device	\$ 172.66	\$ 172.50	7/1/2021
99	Plumbing Permit Fees - Miscellaneous	Each appliance or equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no fee is listed in this code	\$ 86.33	\$ 86.00	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
100	Plumbing Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
101	Plumbing Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
102	Plumbing Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
103	New Construction Trades - Plumbing : Residential	Per SF	\$ 0.10791	\$ 0.1070	7/1/2021
Grading Plan Review Fees (up to three submittals of plans)					
104	Grading plan check, rough (0-10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
105	Grading plan check, rough (>10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
106	Grading plan check, rough (each additional 5 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
107	Grading plan check, precise (0-10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
108	Grading plan check, precise (>10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
109	Grading plan check, precise (each additional 5 acres)	Each	\$ 517.98	\$ 517.50	7/1/2021
Grading Permit Fees					
110	Grading permit, rough (0-50 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
111	Grading permit, rough (each additional 10 acres)	Each	\$ 86.33	\$ 86.00	7/1/2021

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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
112	Grading permit, precise (0-50 acres)	Each	\$ 431.65	\$ 431.50	7/1/2021
113	Grading permit, precise (each additional 10 acres)	Each	\$ 129.50	\$ 129.50	7/1/2021
114	Soil Disturbance Permit - Dust Control	Each	N/A	\$ 250.00	7/1/2021
Miscellaneous Fees					
115	Building plan retention fee	Per Plan Page	N/A	\$ 1.50	7/1/2021
116	Permits, Calcs and Misc. doc	8.5x11 / per page	N/A	\$ 0.35	7/1/2021
Sewer, Water, Storm Drain Permit & Plan Check Fees					
117	Sewer Main Inspection Permit	Per Lineal Foot	\$ 3.17	\$ 3.17	7/1/2021
118	Water Main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
119	Storm Drain - main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
120	Storm Drain - yard Inspection Permit	Per Lineal Foot	\$ 0.29	\$ 0.29	7/1/2021
121	Sewer, Water, Storm Drain Plan check fee = % of permit valuation	% of Permit Valuation	2.00%	2.00%	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Inspection / Permit - Base Fee	Base	\$ 164.09	\$ 164.00	7/1/2021
2	Inspection / Permit Fees \$1 - \$50,000	Construction cost estimate	5.97%	5.97%	7/1/2021
3	Inspection / Permit Fees \$50,001 - \$500,000	Construction cost estimate	5.45%	5.45%	7/1/2021
4	Inspection / Permit Fees >\$500,000	Construction cost estimate	4.24%	4.24%	7/1/2021
5	Plan Check - Base Fee (includes grading, NPDES etc.)	Base	\$ 1,371.16	\$ 1,371.00	7/1/2021
6	Plan Check Fees \$1 - \$50,000	Construction cost estimate	6.00%	6.00%	7/1/2021
7	Plan Check Fees \$50,001 - \$500,000	Construction cost estimate	4.65%	4.65%	7/1/2021
8	Plan Check Fees >\$500,000	Construction cost estimate	3.62%	3.62%	7/1/2021
9	Encroachment Permit Fee	Each	\$ 162.91	\$ 112.80	8/21/2021

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III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
10	Inspection for minor improvements (driveways, pole replacement, etc.)	Inspection for single item (2 inspections, before and after)	\$ 167.02	\$ 108.15	8/21/2021
11	Traffic Control Permit	Each	\$ 103.49	\$ 103.00	7/1/2021
12	Overload Permit (single trip) - One time	Each	N/A	\$ 19.20	8/21/2021
13	Overload Permit (round trip) - Annual	Each	N/A	\$ 108.00	8/21/2021
14	Permit Penalty Fee	Percent of Permit Value	N/A	50.00%	7/1/2021
15	Map Review (Parcel/Tract) - Base Fee	Each	\$ 7,666.96	\$ 2,588.40	8/21/2021
16	Map Review - Addt'l per parcel	Per Parcel	\$ 70.48	\$ 70.00	8/21/2021
17	Certificate of Compliance	Each	\$ 790.69	\$ 745.20	8/21/2021
18	Lot Line Adjustment - Base Fee	Each	\$ 1,286.16	\$ 1,159.20	8/21/2021
19	Lot Line Adjustment - Addt'l per parcel	Per parcel	\$ 59.43	\$ 59.00	7/1/2021
20	General Vacation	Each	\$ 3,805.94	\$ 1,902.00	8/21/2021

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III. - Community Development
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Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
21	Quit Claim / Summary Vacation	Each	\$ 2,049.22	\$ 1,087.20	8/21/2021
22	Certificate of Correction	Each	\$ 823.10	\$ 480.00	8/21/2021
23	Easement review	Each	\$ 1,691.08	\$ 1,691.00	7/1/2021
24	NPDES business inspection fee - low priority	One inspection every 5 years	\$ 59.43	\$ 59.00	7/1/2021
25	NPDES business inspection fee - medium priority	One inspection every 2 years	\$ 118.85	\$ 118.00	7/1/2021
26	NPDES business inspection fee - high priority	Inspection each year	\$ 237.70	\$ 237.50	7/1/2021
27	NPDES/WQMP Plan Review	Each	\$ 2,160.65	\$ 1,112.40	8/21/2021
28	NPDES Construction Inspection Fee (< 10 acres)	Each	\$ 505.66	\$ 505.50	7/1/2021
29	NPDES Construction Inspection Fee (10-25 acres)	Each	\$ 905.50	\$ 905.50	7/1/2021
30	NPDES Construction Inspection Fee (> 25 acres)	Each	\$ 2,074.37	\$ 2,074.00	8/21/2021

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III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
31	Overtime Pay for Inspection (Weekends & Holidays)	Per Hour	N/A	Hourly Rate	7/1/2021
32	Misc. / Special Technical Report Review Fee	Actual Cost (Plus 25% Admin for consultant review, if applicable)	N/A	Varies	7/1/2021
33	Water Meter - OMUC Fee	Based on meter size - OMUC Fee	N/A	Varies	7/1/2021
34	Storm Water Pollution Abatement	Monthly BAU fee based on land use type & site acreage (applied to utility bill)	N/A	Varies	7/1/2021
35	Legal review	Per Hour	N/A	Hourly Rate	7/1/2021

PLANNING APPLICATIONS REVIEWED BY LAND DEVELOPMENT ENGINEERING

36	Development Agreement	Deposit	N/A	Varies	7/1/2021
37	Development Agreement Amendment	Deposit	N/A	Varies	7/1/2021
38	Development Code Amendment	Deposit	N/A	Varies	7/1/2021
39	Environmental Impact Report	Deposit	N/A	Varies	7/1/2021
40	General Plan Amendment	Deposit	N/A	Varies	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
41	Planned Unit Development	Deposit	N/A	Varies	7/1/2021
42	Planned Unit Development Amendment	Deposit	N/A	Varies	7/1/2021
43	Specific Plan	Deposit	N/A	Varies	7/1/2021
44	Specific Plan Amendment	Deposit	N/A	Varies	7/1/2021
45	Specific Plan Minor Amendment	Deposit	N/A	Varies	7/1/2021
46	Zone Change - 5 acres or more	Deposit	N/A	Varies	7/1/2021
47	Zone Change - Less than 5 acres	Deposit	N/A	Varies	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
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 Resolution No. 2021-062

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Land Conservation Contract Non-renewal	Each	\$ 3,817.21	\$ 1,401.85	8/21/2021
2	Land Conservation Contract Cancellation	Each	\$ 16,679.06	\$ 6,431.53	8/21/2021
3	Appeal-Homeowner	Each	N/A	\$ 130.00	7/1/2021
4	Appeal-Other	Each	N/A	\$ 902.00	7/1/2021
5	Covenants Conditions and Restrictions Review	Each	\$ 4,940.68	\$ 3,067.50	8/21/2021
6	Conditional Use Permit-Homeowner	Each	\$ 4,894.70	\$ 1,784.26	8/21/2021
7	Conditional Use Permit-Nonprofit	Each	\$ 3,520.01	\$ 2,691.60	8/21/2021
8	Conditional Use Permit-Other	Each	\$ 5,901.35	\$ 5,900.00	7/1/2021
9	Conditional Use Permit-Modification	Each	\$ 5,901.35	\$ 3,693.27	8/21/2021
10	Conditional Use Permit-w/ Development Plan	Each	\$ 4,724.75	\$ 1,567.20	8/21/2021
11	Conditional Use Permit Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
12	Determination of Use	Each	\$ 3,316.06	\$ 3,316.00	7/1/2021
13	Development Agreement	Deposit	N/A	\$ 10,000.00	7/1/2021

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III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
14	Development Agreement Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
15	Development Code Amendment	Deposit	N/A	\$ 2,000.00	7/1/2021
16	Development Plan Review - 5 acres or more	Each	\$ 24,846.74	\$ 17,914.80	8/21/2021
17	Development Plan Review - less than 5 acres	Each	\$ 21,465.84	\$ 11,913.15	8/21/2021
18	Development Plan Revision	Each	\$ 16,735.49	\$ 4,582.85	8/21/2021
19	Development Plan Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
20	Environmental Assessment/Negative Declaration	Each	\$ 3,155.59	\$ 3,155.00	7/1/2021
21	Environmental Impact Report	Deposit	N/A	\$ 10,000.00	7/1/2021
22	General Plan Amendment - Text	Deposit	N/A	\$ 5,000.00	7/1/2021
23	General Plan Amendment - Map	Deposit	N/A	\$ 7,500.00	7/1/2021
24	Historic Preservation - COA-Nonresidential	Each	\$ 4,677.04	\$ 1,533.75	8/21/2021
25	Historic Preservation - COA-Residential	Each	\$ 4,677.04	\$ 214.73	8/21/2021
26	Historic Preservation - COEH-Nonresidential	Each	\$ 6,846.51	\$ 2,045.00	8/21/2021
27	Historic Preservation - COEH-Residential	Each	\$ 6,846.51	\$ 268.92	8/21/2021
28	Historic Preservation - Removal from Eligibility List (No Charge)	Each	\$ 6,366.15	No Charge	7/1/2021

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
29	Historic Preservation - Waiver	Each	\$ 42.96	\$ 42.50	7/1/2021
30	Historic Preservation - Landmark Designation (No Charge)	Each	\$ 12,025.51	No Charge	7/1/2021
31	Historic Preservation - Plaque	Actual Cost	Varies	Varies	7/1/2021
32	Inspection - Construction (3 inspections)	Each	\$ 5,342.05	\$ 613.50	8/21/2021
33	Inspection - Field (includes construction inspections in excess of 3)	Each	\$ 1,335.51	\$ 255.63	8/21/2021
34	Residential Mills Act ^A	Each	\$ 10,939.36	\$ 214.73	8/21/2021
35	Nonresidential Mills Act ^A	Each	\$ 10,939.36	\$ 669.74	8/21/2021
36	Large Family Daycare	Each	\$ 2,127.81	\$ 1,116.57	8/21/2021
37	Lodging House Permit	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
38	Massage Permits	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
39	Plan Check - 5 or more acres	Each	\$ 9,196.43	\$ 3,070.10	8/21/2021
40	Plan Check - less than 5 acres	Each	\$ 5,685.72	\$ 1,717.10	8/21/2021
41	Planned Unit Development	Deposit	\$ 20,926.28	\$ 10,225.00	8/21/2021
42	Planned Unit Development Amendment	Deposit	\$ 13,947.59	\$ 7,668.75	8/21/2021
43	Planning Area Plan	Deposit	N/A	\$ 7,500.00	7/1/2021

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
44	Planning Director Review	Each	\$ 1,057.33	\$ 706.55	8/21/2021
45	Preliminary Plan Review	Each	\$ 4,207.14	\$ 4,203.00	7/1/2021
46	Public Hearing - City Council	Each	\$ 769.75	\$ 604.30	8/21/2021
47	Public Hearing - Development Advisory Board	Each	\$ 497.12	\$ 325.16	8/21/2021
48	Public Hearing - Planning Commission	Each	\$ 1,325.44	\$ 604.30	8/21/2021
49	Public Hearing - Zoning Administrator-Homeowner	Each	\$ 1,764.14	\$ 74.64	8/21/2021
50	Public Hearing - Zoning Administrator-Other	Each	\$ 1,764.14	\$ 584.87	8/21/2021
51	Sign Plan	Each	\$ 519.34	\$ 246.42	8/21/2021
52	Sign Program - administrative approval	Each	\$ 2,825.58	\$ 862.99	8/21/2021
53	Sign Program - planning commission approval	Each	\$ 3,059.86	\$ 2,934.58	8/21/2021
54	Specific Plan	Deposit	N/A	\$ 20,000.00	7/1/2021
55	Specific Plan Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
56	Specific Plan Minor Amendment	Deposit	N/A	\$ 620.00	7/1/2021
57	Temporary Sign Permit	Each	\$ 124.89	\$ 58.28	8/21/2021
58	Temporary Use Permit - interim uses	Each	\$ 2,757.54	\$ 838.45	8/21/2021
59	Temporary Use Permit - special event	Each	\$ 1,064.72	\$ 492.00	8/21/2021

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III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
60	Tentative Parcel Map	Each	\$ 15,986.07	\$ 6,641.14	8/21/2021
61	Tentative Parcel Map Modification	Each	\$ 11,706.32	\$ 4,262.80	8/21/2021
62	Tentative Tract Map (Base)	Flat	\$ 18,403.54	\$ 9,805.78	8/21/2021
63	Tentative Tract Map (per lot)	Each	\$ 65.00	\$ 65.00	7/1/2021
64	Tentative Tract Map Modification	Each	\$ 12,681.18	\$ 3,125.78	8/21/2021
65	Tentative Tract/Parcel Map Time Extension	Each	\$ 7,378.97	\$ 1,227.00	8/21/2021
66	Variance - Administrative Exception or Minor	Each	\$ 3,978.78	\$ 2,451.96	8/21/2021
67	Variance - Homeowner	Each	\$ 3,978.78	\$ 309.82	8/21/2021
68	Variance - Other	Each	\$ 5,266.37	\$ 3,508.20	8/21/2021
69	Wireless Permit: Facilities in Public Rights-of-Way	Each	\$ 3,978.78	\$ 3,978.00	7/1/2021
70	Zone Change - 5 acres or more	Each	\$ 10,575.56	\$ 7,666.71	8/21/2021
71	Zone Change - Less than 5 acres	Each	\$ 9,194.99	\$ 7,497.99	8/21/2021
72	Zoning Administrator Review - Homeowner	Each	\$ 3,978.78	\$ 200.41	8/21/2021
73	Zoning Administrator Review - Other	Each	\$ 3,978.78	\$ 1,160.54	8/21/2021
74	Zoning/Land Use Verification Letter	Each	\$ 499.56	\$ 195.30	8/21/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
75	Notice of Exemption Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
76	Notice of Determination Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
77	Filing of a Negative/Mitigated Declaration	County Fee	N/A	\$ 2,404.75	7/1/2021
78	Filing of an Environmental Impact Report	County Fee	N/A	\$ 3,321.00	7/1/2021
79	Outside consultant or legal expenses	Actual Cost Plus 25% Admin. Fee	N/A	Varies	7/1/2021
80	Advanced Long Range Planning	Percent of all Building Permits & Planning Applications	\$ 914,960.12	5.00%	7/1/2021

Resolution No. 2004-065 (Entitlement Processing Fees excl. Mills Act)

^A Resolution No. 2005-115 (Mills Act Fees)

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

CPI Adjustment of 2.25% applied to select fees based on year-over-year change from Jan. 2020 to Jan. 2021 as measured by "Riverside-San Bernardino-Ontario Consumer Price Index"

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDA22-003-B, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC OWNER, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR A DEVELOPMENT PLAN (FILE NO. PDEV22-014) TO CONSTRUCT 112 RESIDENTIAL UNITS AND UP TO 20,802 SQUARE FEET OF COMMERCIAL/OFFICE/RETAIL USES, ON APPROXIMETLY 1.69 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF ONTARIO CENTER PARKWAY AND FERRARI LANE WITHIN THE MIXED-USE SUBAREAS 17 OF THE PIEMONTE OVERLAY AT THE ONTARIO CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: SOUTHEAST PORTION OF 0210-205-01.

WHEREAS, OTC Owner, LLC, ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA22-003-B, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 1.69 acres of land, consisting of the southeast parking Toyota Arena Parking lot, located at the southwest corner of Ontario Center Parkway and Ferrari Lane. The project site is within the proposed mixed-use Subarea 17 of the Piemonte Overlay of the Ontario Center Specific Plan, and is presently vacant and improved with the Toyota Area parking lot; and

WHEREAS, in 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects; and

WHEREAS, the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) was certified on March 19, 1991, (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed in the Amendment to the Ontario Center Specific Plan (File No. 4059-SPA); and

WHEREAS, a Mitigated Negative Declaration was subsequently adopted on May 16, 2017, (hereinafter referred to as "MND"), in which development and use of the Project

site was discussed in association with an Amendment to the Ontario Center Specific Plan (File No. PSPA16-003); and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the Certified EIR and adopted MND, an Addendum to the Certified EIR and MND (hereinafter collectively referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR and EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; 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 Planning Commission the responsibility and authority to review and make recommendations to the City Council on 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, A Development Plan Application (File No. PDEV22-014) to construct four mixed-use buildings totaling 63,655 commercial square feet and 694 dwelling units on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-Use land use district of the Piemonte Overlay of the Ontario Center Specific Plan, has been filed in conjunction with the Development Agreement Application; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the recommending body for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) ("Certified EIR"), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059-SPA, in combination with an Addendum to the Mitigated Negative Declaration, adopted by the Ontario City Council on May 17, 2017, in conjunction with File No. PSPA16-003. In addition, an EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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.

SECTION 3: Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as

the recommending body for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 du/ac) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

- a. The Development Agreement applies to approximately 1.69 acres of land generally located southwest corner of Ontario Center Parkway and Ferrari Lane; and
- b. The Development Agreement establishes parameters for the development of a mixed-use project for Lot B, consisting of 112 residential units and up to 20,802 square feet retail uses, within the proposed Mixed-Use Subarea 17 of the

Piemonte Overlay of the Ontario Center Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Piemonte Overlay of the Ontario Center Specific Plan; and

c. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

d. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

e. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

f. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were reviewed with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) prepared for the related Amendment to the Piemonte Overlay at the Ontario Center Specific Plan (File No. PSPA21-001). This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: *Planning Commission Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA22-003-B) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: *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 8: *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 9: **Certification to Adoption.** The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA22-003-B

DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**OTC Owner, LLC
Lot B**

a Delaware limited liability company

(Development Agreement to follow this page)

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

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

Exempt from Fees Per Gov. Code §§ 6103 and 27383

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

OTC Owner, LLC

Lot B

a Delaware limited liability company

DEVELOPMENT AGREEMENT NO. PDA22-003-B

This Development Agreement (hereinafter “Agreement”) is dated as of July ____, 2022, for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation (hereinafter “City”), and OTC Owner, LLC, Lot B, a Delaware limited liability company (together with its successors and assigns, “Owner”):

RECITALS

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

WHEREAS, Owner has a leasehold interest in the Property pursuant to the Ground Lease; and

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

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

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

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

WHEREAS, on July ____, 2022, the City Council adopted Ordinance No. _____ approving this Agreement, and such ordinance became effective on _____, 2022; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement. On April 19, 2022, pursuant to Resolution No. 2022-034, the City Council reviewed and adopted an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) dated March 2022 under City’s File No. PSPA21-001 (the “EIR Addendum”). The proposed Project is consistent with the EIR Addendum and no further environmental review is required; and

WHEREAS, on April 19, 2022, pursuant to Resolution No. 2022-035, the City Council approved the Piemonte Overlay at the Ontario Center Specific Plan Amendment - File No. PSPA21-001 (the “Specific Plan Amendment”); and

WHEREAS, this Agreement and the Project are consistent with the City’s Comprehensive General Plan and any specific plan applicable thereto; and

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Approval Date” means _____, 2022 the hearing date on which the City Council adopted the ordinance approving this Agreement.

1.1.3 “Certificate” shall have the meaning set forth in Section 6.4.

1.1.4 “Certificate of Performance” shall have the meaning set forth in Section 2.5.3.

1.1.5 “City” means the City of Ontario, California, a California municipal corporation.

1.1.6 “City Council” means the City Council of the City of Ontario.

1.1.7 “City Manager” means City’s City Manager or his or her designee.

1.1.8 “City Parties” shall have the meaning set forth in Section 9.2.

1.1.9 “City Response Delay” shall have the meaning set forth in Section 3.3.

1.1.10 “Completion” means the date on which all of the following has occurred (a) the Building Department of the City (in its capacity as the municipal authority) has issued (i) a temporary certificate of occupancy (or its equivalent) for the residential dwelling units within the Project and (ii) final sign off or its equivalent of the core and shell for the commercial space within the Project (but not the tenant improvements for such space) and (b) Owner has satisfied the conditions of the Development Approvals to the extent required in connection with the Project (as opposed to conditions required in connection with the development of the other Lots within the Phased Development) other than ongoing conditions that are not required to be satisfied prior to completion of the Project.

1.1.11 “Deferred DIF” shall have the meaning set forth in Section 4.2.2.

1.1.12 “Deferred DIF Repayment Date” shall have the meaning set forth in Section 4.2.2.

1.1.13 “Development Approval” or “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property whether Existing Development Approvals or Subsequent Development Approvals, including, but not limited to, the following:

(a) Amendment to the Piemonte Overlay at Ontario Center Specific Plan -File No. PSPA21-001;

(b) Development Plan Entitlement – File No. PDEV22-014;

(c) EIR Addendum;

(d) Development Agreement - File No. PDA22-003-B; and

(e) Amendment to the Piemonte Overlay Sign Program – File No. PSGP22-002.

1.1.14 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee, exaction, charge, assessment or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The rates as of the Approval Date for the Development Impact Fees that may apply to the Project are shown on Exhibit “C” attached hereto.

1.1.15 “Effective Date” means the date on which both of the following are true: (a) the ordinance approving this Agreement goes into effect; and (b) the Effective Date of the Ground Lease has occurred. Promptly after the Effective Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Effective Date and, thereafter, the Effective Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.16 “Existing Development Approvals” means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals are listed in the definition of “Development Approvals” above and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.17 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Approval Date, as modified by the Development Approvals.

1.1.18 “Final Non-Appealable Date” means the date Existing Development Approvals are final and non-appealable as set forth in the City Development Code and any applicable Laws and (ii) the applicable statute of limitations has expired under the California Environmental

Quality Act (Public Resources Code §21000 *et seq.*) and implementing Guidelines for CEQA (14 Cal. Code Regs. §15000 *et seq.*) with respect to the Addendum, in each case without the filing of any third party challenge, appeal, or lawsuit or, if filed, such challenge, appeal, or lawsuit has been resolved in a manner satisfactory to Owner. Promptly after the Final Non-Appealable Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Final Non-Appealable Date and, thereafter, the Final Non-Appealable Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.19 “Force Majeure Event(s)” shall have the meaning set forth in Section 11.11.

1.1.20 “General Plan” means the City’s Comprehensive General Plan adopted on January 27, 2010, by Resolution No. 2010-006, as may be amended as of the Approval Date.

1.1.21 “Ground Lease” means that certain Ground Lease by and between City and Owner dated on or about the Approval Date pertaining to the Property, as the same may be amended, modified, or supplemented from time to time.

1.1.22 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.23 “Lender Proposed Amendment” shall have the meaning set forth in Section 10.

1.1.24 “Lot” or “Lots” shall mean Lot A, B, C, or D, as the context may require, as shown on Exhibit “B” to this Agreement.

1.1.25 “Mortgagee” means any lender under any mortgage, deed of trust, or other security device securing financing with respect to the Owner’s then-current interest in the Property, and their successors and assigns.

1.1.26 “Non-Deferrable Fees” shall have the meaning set forth in Section 4.2.2.

1.1.27 “Owner” means the person or entity defined as such in the introductory paragraph of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.28 “Owner Parties” shall have the meaning set forth in Section 9.3.2.

1.1.29 “Phased Development” means the phased development and construction contemplated by Owner on the Property and each of the other “Owners” under the Related Development Agreements (as defined below) on Lots A, C, and D. The projects to be developed and constructed in the Phased Development include the Project and projects on Lots A, C, and D as follows:

Lot A - Development Plan Entitlement – File No. PDEV22-014;

Lot C - Development Plan Entitlement – File No. PDEV22-014; and

Lot D - Development Plan Entitlement – File No. PDEV22-014.

Lots A, C, and D are each also currently subject to a ground lease between the City and ground lease tenant of the applicable Lot which is being entered into concurrently with the Ground Lease in form and content similar to the Ground Lease. The City is also concurrently entering into a statutory development agreement with each of the ground lease tenants for Lots A, C, and D in form and content similar to this Agreement (the “Related Development Agreements”). It is currently contemplated that the Project will be developed and constructed as part of the Phased Development of the Property and Lots A, C, and D currently comprised of the following development:

Table 1: Maximum Development Density (Units) and Intensity (Based on Piemonte Overlay at the Ontario Center Specific Plan)					
DA File No's.	Approx. Acres	Lot	Subarea Area	Dwelling Units	Commercial (Square Feet)
PDA22-003-A	4.83	A	16	384	25,256
PDA22-003-B	1.69	B	17	112	20,802
PDA22-003-C	1.93	C	8	94	11,047
PDA22-003-D	2.04	D	11	104	14,095
Total	10.49			694	71,200

1.1.30 “Project” means the proposed development and construction on the Property (Lot B) of up to 20,802 square feet of commercial/office/retail uses and 112 multi-family residential dwelling units, all as consistent with File No. PDEV22-014 (as the same may be modified by Owner from time to time in accordance with the Existing Development Approvals). The commercial/office/retail uses shall be those permitted or conditionally permitted within Section 3.2 *Allowed Uses* of The Piemonte at Ontario Center Specific Plan.

1.1.1 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property is referred to as Lot B on Exhibit B. The Property constitutes one parcel of the Phased Development. Lots A, C, and D comprise the remaining parcels of the planned Phased Development.

1.1.2 “Protected Lot” shall have the meaning set forth in Section 8.2.3.

1.1.3 “Related Development Agreement” shall have the meaning set forth in the definition of “Phased Development” above.

1.1.4 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.5 “Security Instrument” shall have the meaning set forth in Section 10.

1.1.6 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Piemonte Overlay at the Ontario Center Specific Plan,” as amended by the Specific Plan Amendment.

1.1.7 “Subsequent Development Approvals” means all Development Approvals obtained subsequent to the Approval Date in connection with development of the Property.

1.1.8 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Approval Date.

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

Exhibit “A” Legal Description of the Property

Exhibit “B” Map showing location of Property and the other Lots within the Phased Development

Exhibit “C” Development Impact Fees as of the Approval Date

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and if and to the extent commenced shall be carried out in accordance with the terms of this Agreement.

2.2 Ownership of Property. Owner represents and covenants that it is the owner of a leasehold interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) Owner provides at least 180 days written notice to City prior to expiration of the initial term;

(b) Owner is not then in uncured default of this Agreement (after notice and the expiration of any applicable cure periods); and

(c) if less than three (3) of the Lots in the Phased Development have achieved Completion, such extension must be approved by the City Manager in his or her reasonable discretion.

For the avoidance of doubt, any time limits that may otherwise apply to the Development Approvals absent this Development Agreement (including without limitation, any of the time limits imposed on approvals pursuant to Section 2.02.025A of the Ontario Development Code or any other the Land Use Regulations) shall not govern the Development Approvals or this Agreement and the term set forth in this Section 2.3 shall control.

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer, or assign its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) Any such sale, transfer, or assignment is done in compliance with the Ground Lease if such Ground Lease is then in effect;

(b) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or substantially all of Owner's leasehold or fee interest (as applicable) in the Property;

(c) Prior to any such sale, transfer, or assignment, Owner shall notify City's City Manager, in writing, of such sale, transfer, or assignment and shall provide City with: (1) an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement with

respect to the portion of the Property so sold, transferred, or assigned; and (2) the payment of the applicable processing charge to cover the City's review and consideration of such sale, transfer, or assignment; and

(d) Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement.

Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (c) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer, or assignment that is not made in compliance with this Subsection 2.4.1. Notwithstanding any contrary provision of this Agreement, the Owner of the Property shall not have any liability hereunder with respect to any other Lot and a default by the Owner of one Lot shall not impact the rights and obligations of the Owner of any other Lot.

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

(a) such transferring owner no longer has a legal or equitable interest in the portion of the Property sold, transferred, or assigned;

(b) such transferring owner is not then in default under this Agreement (after notice and the expiration of any applicable cure periods), in which case such transferring owner shall remain liable for such default but not any future defaults by the assignee after the date of the transfer; and

(c) such transferring owner has provided City with the notice and executed agreement required under Paragraph (c) of Subsection 2.4.1 above.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.4 For the avoidance of doubt, this Section 2.4 does not apply to assignments or transfers of this Agreement to Mortgagees or their initial transferees after a foreclosure, deed in lieu, or similar action permitted under the mortgage, deed of trust, or other security device securing financing with respect to the Owner's interest in the Property.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section

65868. Any amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. The City hereby agrees to grant priority processing status to any request(s) to amend this Agreement made by Owner. This provision shall not limit any remedy of City or Owner as provided by this Agreement. Either party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the City initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, City shall first give notice to the Owner of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.2 Operating Memoranda.

The provisions of this Agreement require a close degree of cooperation between the City and Owner and development of the Project hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of the City and Owner. If and when, from time to time, during the term of this Agreement, the City and Owner agree that such clarifications are necessary or appropriate, the City and Owner shall effectuate such clarifications through operating memoranda approved by the City and Owner, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by the City and Owner. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall be authorized to make the determination on behalf of the City whether a requested clarification may be effectuated pursuant to this Section 2.5.2 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of the City without further Planning Commission or City Council action.

2.5.3 Certificate of Performance.

Upon Completion of the Project or upon the earlier revocation or termination of this Agreement, the City shall provide Owner, upon Owner’s request, with a statement (“Certificate of Performance”) evidencing such completion, revocation, or termination of this Agreement, and the release of Owner from further obligations hereunder with respect to the Property except with respect to the obligations which expressly survive such termination pursuant to Sections 3.9 (Rent Control), 4.2.2 (Development Impact Fees), 9 (Third Party Litigation) and 11.22 (Attorneys’ Fees). The Certificate of Performance shall be signed by the appropriate agents of Owner and the City and shall be recorded with the County Recorder. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3;
or

(b) Completion of the Project to be developed and constructed on the Property in accordance with the terms of this Agreement.

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to Owner:
OTC Lot B Owner, LLC
c/o Adept Urban
388 Cordova Street, #280
Pasadena, CA 91101
Attention: Patrick Chraghchian; Robert
Montano
Email:patrick@adept-dev.com;
robert.m@adept-dev.com

with a copy to:
Ruben Duran, City Attorney
Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Munger, Tolles & Olson LLP
350 S. Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Misty M. Sanford, Esq.
Email: misty.sanford@mto.com

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Development of the Project; Rights to Develop.

3.1.1 Development of the Project. In consideration of the premises, purposes, and intentions set forth in this Agreement, and in consideration of the assurances for development of the Project pursuant to this Agreement, Owner agrees to develop the Project in accordance with: (i) the terms and conditions of this Agreement; (ii) the terms and conditions established in the Development Approvals; and (iii) the Existing Land Use Regulations. Owner further agrees that the use, density and intensity, maximum height and size of structures and provisions for the Property reservation and dedication of land for public purposes related to the Property shall be limited to those uses permitted by the Existing Land Use Regulations. The Project shall be developed in accordance with the Development Approvals. The Project shall be constructed in compliance with all applicable building codes and standards, as such may be modified from time to time.

3.1.2 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Project in accordance with the Existing Land Use Regulations, subject to the terms and conditions of this Agreement and the conditions established in the Development Approvals. The Project shall remain subject to all Development Approvals required to complete the Project. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Existing Land Use Regulations.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which the Phased Development will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop (without the obligation) the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. Notwithstanding the foregoing, subject to (a) Force Majeure Events, (b) up to three one-year extensions of time (provided, however, that (i) only the first one-year extension may be requested by Owner unilaterally and thereafter such extensions must be approved by the City Manager and (ii) such extensions shall not apply to the first milestone (i.e., submission of the building application) for the first of the Lots of the Phased Development to be developed) and (c) any extensions of entitlements or permits granted by any governmental authority on a statewide, citywide or countywide basis, Owner shall achieve the following milestones in accordance with the following schedule:

	Event	Date
1.	Submission by Owner of building permit application to the City for the Project	On or before one hundred eighty (180) days following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase.
2.	Commencement of Construction of the Project	On or before two (2) years following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase.

		<p>In order to achieve this milestone, City agrees to complete its review of (a) Owner’s initial plan check submission within twenty-one (21) days after receipt of such initial submission by City (provided, however, prior to such submission Owner and the City shall meet to review the proposed application), and (b) any additional submissions required to obtain the required permits for the project within fourteen (14) days following receipt of such additional submissions by City. There shall be a day-for-day extension of this Commencement of Construction milestone if the City fails to timely respond to such submissions within the time periods set forth above (each, a “<u>City Response Delay</u>”).</p>
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3.4 Requirement for Public Infrastructure Improvements. Owner shall comply with any conditions of the Development Approvals with respect to providing public infrastructure improvements or facilities, if any, to the extent required in connection with the Project (as opposed to the other Lots within the Phased Development).

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole; (other than in de minimis amounts); or,

(c) Increase the maximum height and size of permitted buildings (other than in de minimis amounts); or,

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

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

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations, and policies upon the Owner, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by City to cover its actual costs of processing applications for, or monitoring compliance with, any development approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City in writing;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, and any other matter of procedure;
- (c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City; provided however that, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement or Existing Land Use Regulations but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety; and are generally applicable on a citywide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes, pandemics and similar acts of God);
- (e) Reserved;
- (f) Regulations to which the Owner consents in writing.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use

Regulations that do not conflict with the Development Approvals and the Existing Land Use Regulations, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Approvals and the Existing Land Use Regulations.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Approval Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce or comply with as determined by Owner. In the event Owner alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Owner may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If Owner is required by any Development Approval to construct any public works facilities which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall perform such work to the construction standards that would be applicable to City or such other public agency should it have undertaken such construction.

As a condition of development approval, Owner shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, Owner shall contract with the City for City-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the City.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies. City agrees to cooperate fully, at no material out-of-pocket cost to City, with Owner in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations, or policies of the City.

3.9 Rent Control. Notwithstanding anything to the contrary in this Agreement, City agrees that, to the extent permitted by applicable law, City shall not apply any rent control or other renter protections or other moratoria or interim control ordinance against the Property or the Project. The foregoing covenant shall survive the expiration of this Agreement indefinitely and shall be in effect unless this Agreement is terminated for any reason other than a termination due to the Completion of the Project.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by Owner. The amounts for Development Impact Fees established or imposed by the City to be paid by Owner shall be the amounts that are in effect as of the Approval Date, which are shown on Exhibit “C” attached hereto, and Development Impact Fees established or imposed by other public agencies to be paid by Owner shall be the amounts that are in effect at the time such fees are due and payable during the development process. Nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by City to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by City. Notwithstanding the foregoing, the amounts imposed by the City to be paid by Owner for the following Development Impact Fees may be those in effect at the time such fees are due and payable (subject to the right to deferment set forth in Section 4.2.2 below), so long as such amounts do not increase by more than five percent (5%) over the amount of such rates in effect as of the Approval Date: processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

4.2.2 Time of Payment.

(a) Owner shall have the right to elect (but is not obligated) to amortize the payment of up to fifty percent (50%) of the total amount of Development Impact Fees due and payable for the Project (the amount so elected, the “Deferred DIFs”) over a period of thirty (30) years commencing from the Deferred DIF Repayment Date at an annual 3 percent (3%) simple interest rate. As used herein, “Deferred DIF Repayment Date” means the date of issuance of a temporary or other certificate of occupancy for the residential component of the Project. The parties understand and agree that the Development Impact Fees established or imposed by other public agencies that are not controlled by City even if such Development Impact Fees may be collected by City (including without limitation, if applicable, the IEUA Sewer Connection Fee, Ontario-Montclair School District (K-12) Fees, Cucamonga School District and Chaffey Joint Union High School Fees) (collectively, the “Non-Deferrable Fees”) must be paid when and as required in their standard course and schedule and may not be deferred hereunder; provided, however, the amount of such Non-Deferrable Fees may be included in the calculation of the total amount of Development Impact Fees due and payable for the Project for

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purposes of calculating the fifty percent (50%) amount that Owner may elect to include as Deferred DIFs.

(b) Owner agrees that, commencing upon the Deferred DIF Repayment Date, Owner shall pay to the City, on the 1st day of the next following month and each and every successive month for three hundred sixty (360) consecutive months, an amount equal to the amortized principal and interest of the actual amount of the Deferred DIFs amortized over thirty (30) years at an annual 3 percent (3%) simple interest rate. By way of example only, if the Deferred DIFs equal \$4,5000,000, the monthly payment to be made to the City would be \$18,972. The entire unpaid principal balance of the amortized Deferred DIFs and any accrued but unpaid interest shall be immediately due and payable to the City upon any of the following events: (1) the termination of this Agreement other than a termination due to the Completion of the Project; (2) any uncured default by Owner with regard to repayment of the amortized Deferred DIFs to the City (if such amounts have not been paid to the City within five (5) business days of Owner's receipt of written notice from the City); or (3) any sale, transfer or assignment of all or substantially all of the Owner's leasehold or fee interest (as applicable) in the Property that is not approved by the City in advance (which such approval shall not be unreasonably withheld, conditioned or delayed). Any monthly payment or portion thereof not paid to the City as and when due under the terms of this Agreement shall accrue interest from the date on which such payment was due at the rate of ten percent (10%), and if not paid within the five (5) business day cure period described above, City may file a lien against the Property for such delinquent amounts including any accrued and unpaid interest. All payments under this Subsection will be applied first to penalties and late fees, then to interest, then to reduce the principal amount owed. The Deferred DIFs and any accrued but unpaid interest may be pre-paid to the City at any time without any pre-payment penalty.

(c) The Deferred DIF payment obligation shall be a covenant running with the land and shall survive the expiration or early termination of this Agreement indefinitely until the Deferred DIFs are paid in full in accordance with this Agreement.

(d) Any Development Impact Fees that are not a Deferred DIF shall be paid when and as required in their standard course and schedule.

4.3 Reserved.

4.4 Reserved.

4.5 Schools Obligations. Owner shall satisfy its school obligations with the applicable school district by paying school impact fees. Written evidence of approval by the applicable school district that Owner has met its school obligations may be required by the City as the condition to the issuance by the City of any building permits for the Project.

4.6 Reserved.

4.7 Reserved.

4.8 Reserved.

4.9 Maintenance of Open Space. Owner shall provide for ongoing maintenance of all park, common areas, and open space areas within the Project as may be set forth in the Development Approvals.

4.10 Intentionally Omitted.

4.11 Compliance with Public Benefits Requirements. In the event Owner fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, Owner shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies permitted under this Agreement, including, without limitation, the right of the City to withhold Owner's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. [RESERVED]

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The City shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the Owner with the terms of this Agreement in accordance with Section 65865.1 of the California Government Code. Upon completion of the City's review, City shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of City's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his/her designee. Owner shall be responsible for paying any processing charge in connection with each such annual review, if any, provided that such charge shall be generally consistent with the cost charged for annual reviews for other development agreements to which the City is a party.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;
- (2) Affirmative vote of at least four (4) members of the Planning Commission; or
- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the City intends to undertake a special review of this Agreement to the Owner. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission. The cost of any such special review shall be borne by the City, unless such a special review demonstrates that Owner is not

acting in good-faith compliance with the provisions of this Agreement, in which case Owner shall reimburse the City for all costs incurred by the City in connection with such special review.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the Owner must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the Owner.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall specify in writing the respects in which Owner has failed to so comply. The City shall provide Owner with written notice of such noncompliance, together with a written specification of the reasons therefor. Such written notice shall also specify a reasonable time for Owner to cure such non-compliance, which time shall be not less than thirty (30) days after Owner's receipt of such notice.

(c) The Owner may appeal a determination pursuant to paragraph (b) in accordance with the City's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Termination. If, upon a finding under Section 6.1.6(b), the City determines to proceed with termination of this Agreement, the City shall give notice to the property Owner of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the City proposes to terminate this Agreement; and

(c) Other information that the City considers necessary to inform the Owner of the nature of the proceeding.

6.3 Hearing on Termination. At the time and place set for the hearing on termination, the Owner shall be given an opportunity to be heard. The Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds, based upon substantial evidence in the administrative record, that the Owner has not complied in good faith with the

terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon written request by Owner, issue a Certificate of Agreement Compliance (“Certificate”) to Owner stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General; Waiver of Monetary Damages. It is acknowledged by the parties that, subject to and without limiting the Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below, neither party would have entered into this Agreement if it were to be liable in monetary damages under this Agreement, or with respect to this Agreement or the application thereof. The parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages that would adequately compensate Owner for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the parties agree that each of the parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that neither party shall be liable in monetary damages to the other party, or to any successor in interest of such other party, or to any other person, and each party covenants not to sue for monetary damages or claim any monetary damages:

8.1.1 For any breach of this Agreement or for any cause of action which arises out of this Agreement (other than in connection with Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below); or

8.1.2 For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

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

8.1.4 The parties understand and agree, however, that nothing in this Section 8.1 shall prohibit, restrict or otherwise affect the rights of a party to seek monetary damages as a result of any default by the other party under any other agreement entered into by the parties with respect to the Property and the Project, including without limitation the Ground Lease, if and to the extent such other agreements allow for monetary damages. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses either party may otherwise have with respect to claims for monetary damages.

8.2 Default by Owner. In the event that Owner does not perform its obligations under the Agreement in a timely manner, subject to the limitations in Section 8.1, the City shall have all rights and remedies provided herein which shall include (a) the right to compel specific performance of the obligations of Owner under this Agreement or (b) termination of this Agreement, provided that the City has first complied with the procedures set forth in this Section 8.2 and in Section 8.5 below. If City elects to proceed under clause (b) with termination of this Agreement, the following shall apply:

8.2.1 If after the applicable cure period has elapsed, the City Manager finds and determines that Owner remains in default, the City Manager shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Owner has not cured the applicable default pursuant to this Section, and that the City should terminate this Agreement, Owner shall be entitled to appeal that finding and determination to the City Council in accordance with the procedure in Section 6.1.6(c) above. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity, and

8.2.2 City may terminate this Agreement after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal period in accordance with the procedure described in Section 6.1.6(c) above, relating to the defaulting party's rights and obligations.

8.2.3 City's Limited Cross Termination Right. If City terminates this Agreement in accordance with the procedures set forth herein as a result of a failure of Owner to achieve any of the milestones required pursuant to Section 3.3 above, City shall have the right to simultaneously terminate the Related Development Agreement(s) affecting the Lot(s) within the Phased Development for which none of the milestones under Section 3.3 of the applicable Related Development Agreement(s) have been achieved and for which a standard construction loan from an unrelated third party ("Loan") has not been executed for the development of such Lot(s). For example, if the owner of any Lot in the Phased Development (including the Property) has executed a Loan for the development of such Lot or any of the milestones under Section 3.3 of the applicable Related Development Agreement have been achieved with respect to such Lot (a "Protected Lot"), then the termination of this Agreement or the Related

Development Agreement for any other Lot shall not affect the Related Development Agreement of such Protected Lot and City shall not have any right hereunder to terminate such Related Development Agreement under this Section 8.2.3.

8.3 Default by City. In the event the City defaults under the provisions of this Agreement, subject to the limitations set forth in Section 8.1 above, Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Owner has first complied with the procedures in Section 8.5 below.

8.4 Release. Subject to and without limiting the indemnity in Section 9.3 below, except for nondamage remedies, including the remedy of specific performance, each party, for itself, its successors and assignees, hereby releases the other party, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

8.5 Notice and Cure. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of written notice from the other party, identifying with specificity those obligations of the defaulting party which have not been performed, constitutes a default under this Agreement; provided, however, if such failure or delay cannot reasonably be cured within such thirty (30) day period, no default shall be deemed to have occurred hereunder if the party committing such failure or delay commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence but (a) with respect to the City only in no event later than sixty (60) days after receipt of written notice from the Owner and (b) with respect to Owner only in no event later than one hundred eighty (180) days after receipt of written notice from City. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default.

8.6 Ground Lease and Other Agreements Not Affected. This Section 8 shall not be deemed to implicate, modify, or affect in any way any provisions in the Ground Lease or any other agreement entered into by the parties with respect to the Property and the Project.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Approval Date, and that the General Plan meets all requirements of law. City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Project as the result of a judicial determination that on the Approval Date, or at any time

thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. Subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), at its expense, including attorneys' fees, indemnify, and hold harmless City and its officers and employees (collectively, the "City Parties") from any claim, action or proceeding against the City Parties to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

Nothing in this Section 9 or any other indemnification provision included as a condition to any of the Development Approvals shall be construed to mean that Owner or City shall indemnify, hold any of the City Parties or Owner Parties, as applicable, harmless and/or defend any of the City Parties or Owner Parties, as applicable, from any claims arising from (a) as to Sections 9.3.1 and 9.4 only, any of the City Parties' or Owner Parties', as applicable, violation of law, or (b) as to all such indemnities other than the indemnity set forth in Section 9.3.2, (i) any of the City Parties' or Owner Parties', as applicable, breach of contractual obligations to third parties or (ii) the gross negligence or willful misconduct of any of the City Parties or Owner Parties, as applicable.

9.3 Indemnity.

9.3.1 Owner. In addition to the provisions of 9.2 above, subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), indemnify, and hold harmless the City Parties from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), based or asserted upon any act or omission of Owner or its officers or employees for property damage, bodily injury, or death (Owner's employees included) arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, and operation the Project. The City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

9.3.2 City. City agrees to indemnify, defend (with counsel chosen by City and approved by Owner, which such approval shall not be unreasonably withheld, conditioned or delayed), and hold harmless Owner, American General Design, Inc. (dba Adept Development), a

California corporation and Povac Investments, Inc., a California corporation and each of their respective officers and employees (collectively, the “Owner Parties”) from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys’ fees, disbursements and court costs and all other professional or consultant’s expenses) arising from any governmental agency stopping or delaying construction or occupancy of the Project after the “Commencement of Construction” (as defined below) as a result of City’s failure to pay any amounts imposed by the State of California (if any) pursuant to California Government Code Sections 54220 through 54234 in connection with the City’s disposition of the Property to Owner. Owner shall promptly notify City of any such stoppage or delay, and Owner shall cooperate in the defense. If Owner fails to promptly notify Owner of any such stopped or delay, or if any of the Owner Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, City shall not thereafter be responsible to defend, indemnify, or hold harmless the Owner Parties. For purposes of this Section 9.3.2, the term “Commencement of Construction” shall mean that both of the following have occurred: (a) construction of a building has commenced pursuant to and in accordance with a building permit issued by the City, City-approved final construction drawings, the Existing Land Use Regulations, the Development Approvals, and all applicable laws; and (b) Owner has expended at least \$5,000 in labor and materials for such construction. For purposes of this definition only, “construction” shall mean construction of improvements permanently fixed to the site (e.g., a foundation or similar), including, without limitation, utilities, public or private streets, public or private site improvements, landscaping or ancillary structures such as block walls, trash enclosures, and any grading, excavation, demolition, grubbing, or other site preparation.

9.4 Environment Assurances. Owner shall defend (with counsel chosen by Owner), at its expense, including attorneys’ fees, indemnify, and hold harmless the City Parties from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, and/or independent contractors for any violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property that were not present prior to the date that Owner took possession of the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including reasonable attorneys’ fees, the City Parties in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

9.5 Reserved.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement for a period of two (2) years after such termination, except to the extent such indemnification relates to any third party claims, in which event such indemnification shall survive until the expiration of any applicable statute of limitations.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner’s sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing

with respect to the Property (“Security Instrument”). City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees to cooperate in including in this Agreement by suitable amendment from time to time any provision that may reasonably be requested by any proposed Mortgagee for the purpose of allowing such Mortgagee reasonable means to protect or preserve a lien and security interest of its Security Instrument, as well as such other documents containing terms and provisions customarily required by Mortgagees (taking into account the customary requirements of their participants, syndication partners or rating agencies) in connection with any such financing (a “Lender Proposed Amendment”). The City agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate a Lender Proposed Amendment; provided, however, that any such Lender Proposed Amendment shall not in any way materially adversely affect any rights of the City under this Agreement. If there is any conflict between this Article 10 and any other provisions contained in this Agreement, this Article 10 shall control. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of sixty (60) days after Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary, not to exceed one hundred eighty (180) days, to remedy such default, provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the default is cured.

(d) Any Mortgagee who takes title of the Property, or any part thereof, pursuant to foreclosure trustee's sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement, provided that any such Mortgagee, including its affiliate, that takes title to the Property shall be entitled to all of the benefits arising under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner’s obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall

continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer, or assignment after the initial sale, transfer, or assignment by any Mortgagee shall be subject to the provisions of Section 2.4 of this Agreement.

(e) If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Owner, the times specified in Section clause (c) above, shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

(f) If this Agreement is terminated by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for Owner or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this clause (f).

(g) The City shall, at any time and within thirty (30) days following the written request of a Mortgagee, but not more often than annually, certify in writing to such Mortgagee that (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments and modifications, and (c) to the actual knowledge of City with no duty to investigate, Owner is not in default in the performance of its obligations under this Agreement or, if in default, to describe therein the nature and extent of any such default. Any such estoppel certificate shall be administratively issued by the City Manager or his/her representative or designee.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the City executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the City terminates this Agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder. A failure to record the Agreement in a timely fashion shall not impact its effectiveness to the extent permitted by applicable law.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, in the event the provision regarding the payment of Deferred DIFs set forth in Section 4.2.2 of this Agreement is determined to be invalid, void or unenforceable, the parties shall enter into a separate written agreement for the repayment of such Deferred DIFs consistent with Section 4.2.2.

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

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

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

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

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

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

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns, except that the Owner Parties and City Parties are third party beneficiaries of the indemnities in Section 9. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, insurrection, riots, civil unrest, acts of terrorism or similar hostilities, strikes, boycotts, lock-outs, and other labor difficulties beyond the party's control (including the party's employment force), inability to procure services, labor or materials not related to the price thereof, failure of electric power, governmental actions, governmental laws, regulations or restrictions, third party litigation or administrative proceedings, actual or

threatened public health emergency (including epidemic, pandemic, famine, disease, plague, quarantine, and other public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Owner, its agents, contractors or its employees from accessing the Property, national or regional emergency), declaration of a state or national emergency, casualties, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Property from being developed or operated in accordance with this Agreement, or other reasons beyond the reasonable control of the party (individually a “Force Majeure Event” or collectively, “Force Majeure Events”). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be automatically extended for the period of time that such events prevented such performance, provided that the extensions of the term of this Agreement solely as a result of one or more Force Majeure Events shall not exceed a period of more than five (5) years in the aggregate.

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

11.13 Successors in Interest; Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof. In any event, no owner or tenant of an individual completed residential unit within the Project shall have any rights under this Agreement.

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

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

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

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

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

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

11.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. Owner shall pay to City all reasonable costs incurred by City in connection with the issuance of estoppel certificates under this Section 11.20 prior to City's issuance of such certificates.

11.21 Authority to Execute. Each party represents and warrants that the person or persons executing this Agreement on behalf of such party has the authority to execute this

Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations hereunder.

11.22 Attorneys' Fees. In the event of any action between the City and Owner for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

“Owner”

OTC Lot B Owner, LLC
a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

“CITY”

City OF ONTARIO

By: _____
Scott Ochoa
City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

Kane, Ballmer & Berkman, City Special
Counsel

ACKNOWLEDGEMENT

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, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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 _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

APN NO. 0210-205-01

That portion of land in the City of Ontario, County of San Bernardino, State of California, lying within a portion of Parcel 1 of Parcel Map No. 17978 as per map filed in Book 216 pages 44 and 45 of Parcel Maps in the office of the County Recorder of said County; described as follows:

Beginning at the southwesterly terminus of that certain course along the easterly boundary line of said Parcel 1, said course having a bearing of N 33°23' 13" E as shown on said Parcel Map, said point also being the beginning of a 717.00' radius curve, concave northwesterly. Thence, southwesterly 128.35' along said curve through a central angle of 10°15' 22". Thence, leaving said easterly boundary line, N 46°21' 25" W 18.33' to the true point of beginning of this description. Thence, along the following described courses:

N 00°00'00" E 63.07'

N 90°00'00" W 28.23'

N 00°00'00" E 12.67'

N 90°00'00" W 25.77'

S 00°00'00" W 11.00'

N 90°00'00" W 46.21'

N 00°00'00" E 0.67'

N 90°00'00" W 13.71'

S 00°00'00" W 0.67'

N 90°00'00" W 65.95'

N 00°00'00" E 6.00'

**EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT**

Legal Description of Property

N 90°00'00" W 119.26'

S 00°00'00" W 5.00'

N 90°00'00" W 15.98'

S 00°00'00" W 1.00'

N 90°00'00" W 54.75'

S 09°56'06" E 19.72'

S 80°03'54" W 1.00'

S 09°56'06" E 38.55'

N 80°03'54" E 1.00'

S 09°56'06" E 42.96'

S 17°02'26" W 90.75' to the beginning of a non-tangent 31.67' radius curve concave southeasterly and to which point a radial line bears N 20°28'42" E. Thence, westerly, southerly, and southeasterly 103.28' along said curve through a central angle of 186°52'31". Thence, S 17°02'26" W 34.39' to the beginning of a non-tangent 751.75' radius curve concave northerly, and to which point a radial line bears S 09°26'45" E. Thence, northeasterly 74.89' along said curve through a central angle of 5°42'27". Thence, N 15°12'11" W 8.83'. Thence, N 71°45'08" E 78.87'. Thence, S 21°24'33" E 8.83' to the beginning of a non-tangent 750.49' radius curve concave northwesterly and to which point a radial line bears S 21°17'23" E. Thence, northeasterly 46.48' along said curve through a central angle of 3°32'55". Thence, N 24°54'42" W 4.01' to the beginning of a non-tangent 747.42' radius curve concave northwesterly to which point a radial line bears S 24°49'36" E. Thence, northeasterly 266.34' along said curve through a central angle of 20°25'03" to the true point of beginning of this description.

The above-described parcel of land contains 73,640 Square Feet, 1.69 Acres more or less.

**EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT**

Legal Description of Property

All as shown on exhibit "B" plot attached hereto and by this reference made a part hereof.

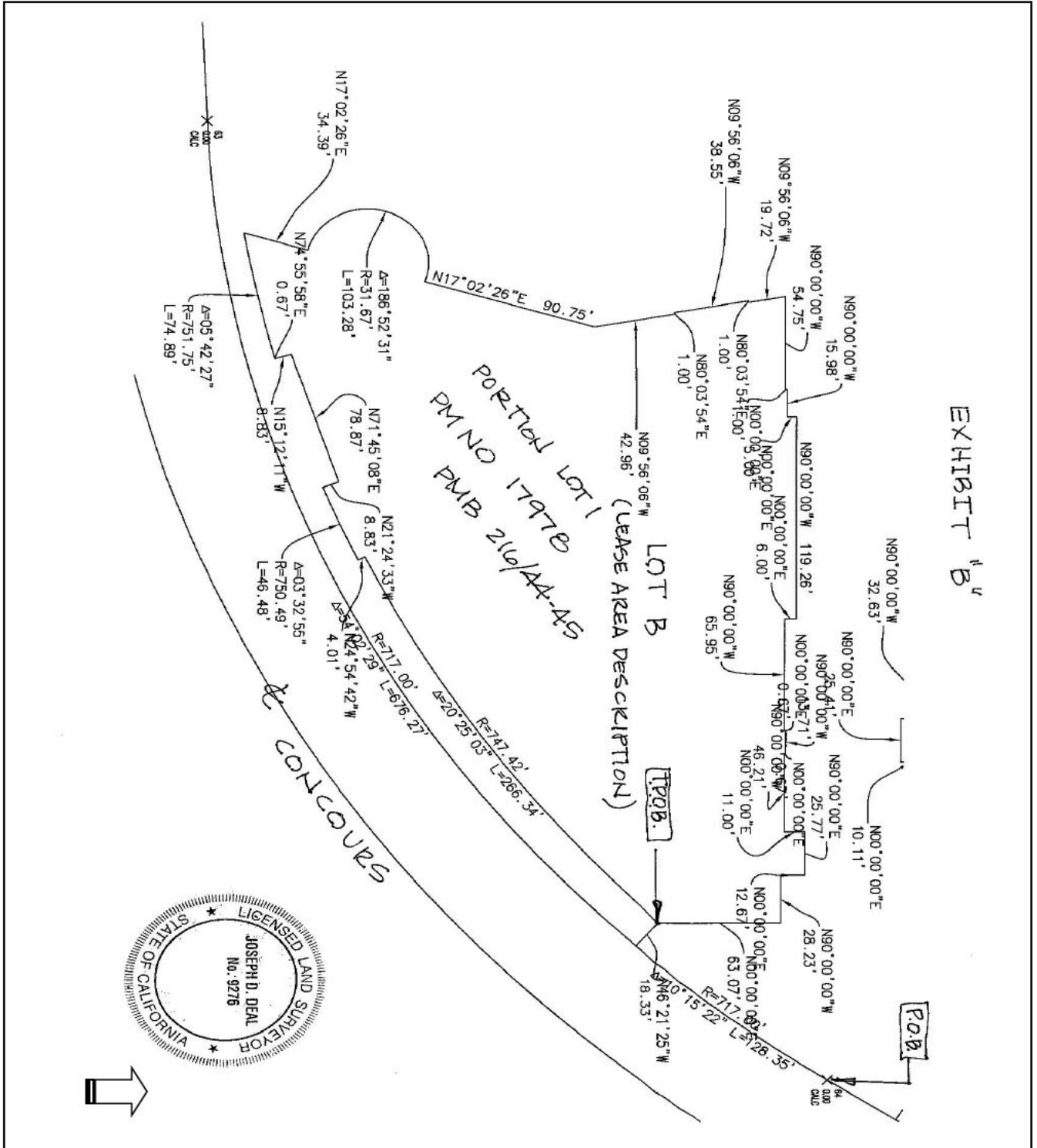


EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



**EXHIBIT "B" CONTINUED
TO DEVELOPMENT AGREEMENT**

Map showing Property and its location

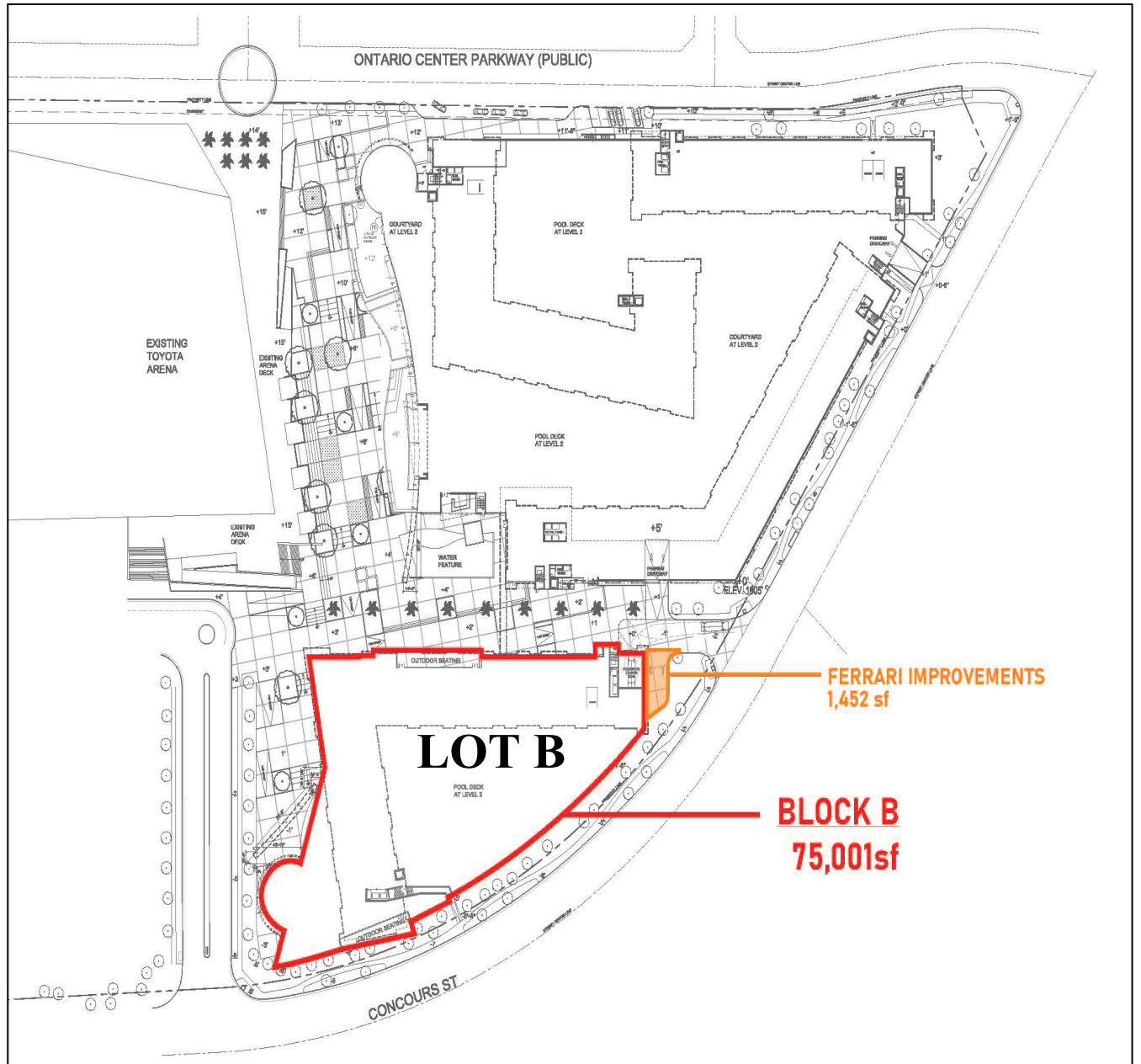


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Development Impact Fees as of the Approval Date

(Development Impact Fees to follow this page)

Exhibit C



FY 2021-22

Citywide Fee Schedule

(Fees, Fines & Charges)

*Component of the FY 2021-22 Budget
Adopted June 21, 2021 (Resolution No. 2021-062)*

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II. - Community Life & Culture

Section 5. Housing Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Housing Fees					
1	Base Affordable Housing Monitoring Fee*	Base	\$ 747.68	\$ 747.00	7/1/2021
2	Per Unit Affordable Housing Monitoring Fee*	Per unit	\$ 107.94	\$ 107.00	7/1/2021
3	Loan Payoff Process Fee - without equity share	Each	\$ 251.11	\$ 251.00	7/1/2021
4	Loan Payoff Process Fee - with equity share	Each	\$ 400.39	\$ 400.00	7/1/2021
5	Preparation of Full Reconveyance	Each	\$ 248.13	\$ 248.00	7/1/2021

** Affordable Housing Monitoring Fee does not apply to bond-funded projects.*

Note: Loan Payoff and Reconveyance fees may be waived if individuals are under financial hardship.

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Plan Check Fees					
1	Building Plan Check Fee	% of Permit	N/A	80.00%	7/1/2021
2	Building Plan Check for track housing or duplicate building	% of Permit	N/A	40.00%	7/1/2021
3	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Less than \$1 million	N/A	50.00%	7/1/2021
4	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$1 and \$5 million	N/A	40.00%	7/1/2021
5	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$5 and \$10 million	N/A	30.00%	7/1/2021
6	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$10 and \$20 million	N/A	20.00%	7/1/2021
7	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Greater than \$20 million	N/A	10.00%	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Permit Fees					
8	Building Permit - Base Fee (\$1-\$500)	Valuation: \$1 to \$500	N/A	\$ 23.50	7/1/2021
9	Building Permit - Base Fee (\$501-\$2000)	Valuation: \$501 to \$2,000	N/A	\$ 23.50	7/1/2021
10	Building Permit Fee (Each additional \$100, or fraction thereof, up to and including \$2000)	Each additional \$100, or fraction thereof, up to and including \$2,000	N/A	\$ 3.05	7/1/2021
11	Building Permit - Base Fee (\$2001-\$25,000)	Valuation: \$2,001 to \$25,000	N/A	\$ 69.25	7/1/2021
12	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$25,000)	Each additional \$1,000, or fraction thereof, up to and including \$25,000	N/A	\$ 14.00	7/1/2021
13	Building Permit - Base Fee (\$25,001-\$50,000)	Valuation: \$25,001 to \$50,000	N/A	\$ 391.25	7/1/2021
14	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$50,000)	Each additional \$1,000, or fraction thereof, up to and including \$50,000	N/A	\$ 10.10	7/1/2021
15	Building Permit - Base Fee (\$50,001-\$100,000)	Valuation: \$50,001 to \$100,000	N/A	\$ 643.75	7/1/2021
16	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$100,000)	Each additional \$1,000, or fraction thereof, up to and including \$100,000	N/A	\$ 7.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
17	Building Permit - Base Fee (\$100,001-\$500,000)	Valuation: \$100,001 to \$500,000	N/A	\$ 993.75	7/1/2021
18	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$500,000)	Each additional \$1,000, or fraction thereof, up to and including \$500,000	N/A	\$ 5.60	7/1/2021
19	Building Permit - Base Fee (\$500,001-\$1,000,000)	Valuation: \$500,001 to \$1,000,000	N/A	\$ 3,233.75	7/1/2021
20	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$1,000,000)	Each additional \$1,000, or fraction thereof, up to and including \$1,000,000	N/A	\$ 4.75	7/1/2021
21	Building Permit - Base Fee (Greater than \$1,000,001)	Valuation: \$1,000,001 and up	N/A	\$ 5,608.75	7/1/2021
22	Building Permit Fee (Each additional \$1,000 or fraction thereof, greater than \$1,000,001)	Each additional \$1,000, or fraction thereof	N/A	\$ 3.65	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Misc. Standard Building Permits					
23	Kitchen Remodel (non-structural)	Each	\$ 258.99	\$ 258.00	7/1/2021
24	Bathroom Remodel	Each	\$ 129.50	\$ 129.00	7/1/2021
25	Demolition - Entire Structure	Valuation	N/A	Varies	7/1/2021
26	Patio Covers - Solid	Valuation	N/A	Varies	7/1/2021
27	Patio Covers - Lattice	Valuation	N/A	Varies	7/1/2021
28	Patio Covers - Enclosures	Valuation	N/A	Varies	7/1/2021
29	Pole Bases	Valuation	N/A	Varies	7/1/2021
30	Roofing	Valuation	N/A	Varies	7/1/2021
31	Storage Sheds	Valuation	N/A	Varies	7/1/2021
32	Stucco	Valuation	N/A	Varies	7/1/2021
33	Swimming Pools/Spas	Valuation	N/A	Varies	7/1/2021
34	Tenant Improvements - With Ceiling	Valuation	N/A	Varies	7/1/2021
35	Tenant Improvements - Without Ceiling	Valuation	N/A	Varies	7/1/2021
36	Trash Enclosures - Single	Valuation	N/A	Varies	7/1/2021
37	Trash Enclosures - Double	Valuation	N/A	Varies	7/1/2021
38	Walls - Retaining	Valuation	N/A	Varies	7/1/2021
39	Walls - Screen Garden	Valuation	N/A	Varies	7/1/2021
40	Walls - Tilt-Up Screen Walls	Valuation	N/A	Varies	7/1/2021
41	Window Changeout	Valuation	N/A	Varies	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Electrical Permit Fees					
42	Electrical Permit Issuance Fee	Each	\$ 41.63	\$ 41.00	7/1/2021
43	Electrical Permit - Temporary Power Service Pedestal	Each	\$ 86.33	\$ 86.00	7/1/2021
44	Electrical Permit - Temporary Power Service Distribution system	Each	\$ 43.17	\$ 43.00	7/1/2021
45	Electrical Permit - outlet/switch/fixture	First 20 fixtures	\$ 129.50	\$ 129.00	7/1/2021
46	Electrical Permit - Additional Fixtures	Each	\$ 2.94	\$ 2.90	7/1/2021
47	Electrical Permit - Power Apparatus -up to and including 1	each HP, kW, kVA or kVAR	\$ 143.83	\$ 143.00	7/1/2021
48	Electrical Permit - Power Apparatus - over 1 to 10	each HP, kW, kVA or kVAR	\$ 158.33	\$ 158.00	7/1/2021
49	Electrical Permit - Power Apparatus - over 10 to 50	each HP, kW, kVA or kVAR	\$ 172.66	\$ 172.00	7/1/2021
50	Electrical Permit - Power Apparatus - over 50 to 100	each HP, kW, kVA or kVAR	\$ 258.99	\$ 258.00	7/1/2021
51	Electrical Permit - Power Apparatus - over 100	each HP, kW, kVA or kVAR	\$ 345.32	\$ 345.00	7/1/2021
52	Electrical Permit - Services -for services of 600 volts or less and not over 200 amperes in rating	Each	\$ 172.66	\$ 172.00	7/1/2021
53	Electrical Permit Fee - Services -for services of 600 volts or less and over 200 amperes to 1,000 amperes in rating	Each	\$ 258.99	\$ 258.00	7/1/2021
54	Electrical Permit Fee - Services -for services over 600 volts or over 1,000 amperes in rating	Each	\$ 431.65	\$ 431.00	7/1/2021
55	Electrical Permit Fee - Miscellaneous Apparatus, Conduits and Conductors	Each	\$ 143.83	\$ 143.00	7/1/2021
56	Electrical Permit Fee- Subpanel	Each	N/A	\$ 172.00	7/1/2021
57	Electrical Permit Fee - Signs	Each	N/A	\$ 86.00	7/1/2021
58	Electrical Permit Fee - Private Swimming Pools	Each Pool or Spa	N/A	\$ 129.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
59	Electrical Permit Fee - Other Inspections and Fees, inspections outside of normal business hours: minimum charge 3 hrs.	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
60	Electrical Permit Fee - Inspections	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
61	Electrical Permit Fee - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
62	Electrical Permit Fee - Additional plan review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
63	New Construction Trades - Electrical : Residential	Per Square Foot	\$ 0.10791	\$ 0.1079	7/1/2021
64	New Construction Trades - Electrical : Commercial	Per Square Foot	\$ 5.22301	\$ 0.1200	7/1/2021
65	New Construction Trades - Electrical: Industrial / warehouse (0-50,000 sf)	Per Square Foot	\$ 0.01209	\$ 0.0120	7/1/2021
66	New Construction Trades - Electrical : Industrial / warehouse (>50,000 sf)	Per Square Foot	\$ 0.00388	\$ 0.0038	7/1/2021
Mechanical Permit Fees					
67	Mechanical Permit Issuance Fee	Each	\$ 41.75	\$ 41.00	7/1/2021
68	Mechanical Permit Fee (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -under 3 HP (10.6kW) or to and including 100,000 Btu/h (29.3kW)	Each	\$ 172.66	\$ 172.00	7/1/2021
69	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems-over 3 HP (10.6kW) to and including 15 HP (52.7kW), or over 100,000 Btu (29.3kW) to and including 500,000 Btu/h (146.6kW)	Each	\$ 215.83	\$ 215.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
70	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -over 15 HP (52.7 kW) to and including 30 HP (105.5 kW), over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	Each	\$ 258.99	\$ 258.00	7/1/2021
71	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 30 HP (105.5 kW) to and including 50 HP (176 kW), or over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	Each	\$ 345.32	\$ 345.00	7/1/2021
72	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 50 HP (176 kW) or over 1,750,000 Btu/h (512.9kW)	Each	\$ 517.98	\$ 517.00	7/1/2021
73	Mechanical Permit Fees (includes issuance fee)- Evaporative Coolers	Each	\$ 172.66	\$ 172.00	7/1/2021
74	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each fan connected to single duct	Each	\$ 172.66	\$ 172.00	7/1/2021
75	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust-each which is not a portion of any heating or a/c system authorized by a permit	Each	\$ 172.66	\$ 172.00	7/1/2021
76	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each hood served by mechanical exhaust	Each	\$ 345.32	\$ 345.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
77	Mechanical Permit Fee - Process Piping	Valuation	N/A	Varies	7/1/2021
78	Mechanical Permit Fee - Wall Heater	Each	N/A	\$ 43.00	7/1/2021
79	Mechanical Permit Fees - Miscellaneous (one inspection)	Each	\$ 86.33	\$ 86.00	7/1/2021
80	Mechanical Permit Fees - Inspection outside of normal business hours	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
81	Mechanical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
82	Mechanical Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
83	Mechanical Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
84	New Construction Trades - Mechanical: Residential	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
85	New Construction Trades - Mechanical : Commercial	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
Plumbing Permit Fees					
86	Permit issuance fee	Each	\$ 41.75	\$ 41.00	7/1/2021
87	Plumbing Permit Fees - First 15 Fixtures and Vents (new & alterations)	First 15 Fixtures/Vents	\$ 172.66	\$ 172.50	7/1/2021
88	Plumbing Permit Fees - Each Additional	Each	\$ 172.66	\$ 10.78	7/1/2021
89	Plumbing Permit Fees - Sewers	Each	\$ 172.66	\$ 172.50	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
90	Plumbing Permit Fees - Sewage disposal system	Each	\$ 431.65	\$ 431.50	7/1/2021
91	Plumbing Permit Fees -Industrial waste pretreatment interceptor	Each	\$ 172.66	\$ 172.50	7/1/2021
92	Plumbing Permit Fees - Water Piping First 20 outlets	First 20 Outlets	\$ 129.50	\$ 129.00	7/1/2021
93	Plumbing Permit Fees - Water Piping Each Additional Outlet	Each Outlet	\$ 129.50	\$ 5.23	7/1/2021
94	Plumbing Permit Fees - Water heater including vent	Each	\$ 172.66	\$ 12.92	7/1/2021
95	Plumbing Permit Fees - Gas Piping Systems First 5 Outlets	First 5 Outlets	\$ 647.50	\$ 129.50	7/1/2021
96	Plumbing Permit Fees - Gas Piping Systems Each Additional	Each Addt'l Outlet	\$ 129.50	\$ 6.77	7/1/2021
97	Plumbing Permit Fees - Lawn Sprinklers	Each lawn sprinkler system on any one meter	\$ 172.66	\$ 172.50	7/1/2021
98	Plumbing Permit Fees - Backflow Protection Devices	Each Device	\$ 172.66	\$ 172.50	7/1/2021
99	Plumbing Permit Fees - Miscellaneous	Each appliance or equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no fee is listed in this code	\$ 86.33	\$ 86.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
100	Plumbing Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
101	Plumbing Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
102	Plumbing Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
103	New Construction Trades - Plumbing : Residential	Per SF	\$ 0.10791	\$ 0.1070	7/1/2021
Grading Plan Review Fees (up to three submittals of plans)					
104	Grading plan check, rough (0-10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
105	Grading plan check, rough (>10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
106	Grading plan check, rough (each additional 5 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
107	Grading plan check, precise (0-10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
108	Grading plan check, precise (>10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
109	Grading plan check, precise (each additional 5 acres)	Each	\$ 517.98	\$ 517.50	7/1/2021
Grading Permit Fees					
110	Grading permit, rough (0-50 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
111	Grading permit, rough (each additional 10 acres)	Each	\$ 86.33	\$ 86.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
112	Grading permit, precise (0-50 acres)	Each	\$ 431.65	\$ 431.50	7/1/2021
113	Grading permit, precise (each additional 10 acres)	Each	\$ 129.50	\$ 129.50	7/1/2021
114	Soil Disturbance Permit - Dust Control	Each	N/A	\$ 250.00	7/1/2021
Miscellaneous Fees					
115	Building plan retention fee	Per Plan Page	N/A	\$ 1.50	7/1/2021
116	Permits, Calcs and Misc. doc	8.5x11 / per page	N/A	\$ 0.35	7/1/2021
Sewer, Water, Storm Drain Permit & Plan Check Fees					
117	Sewer Main Inspection Permit	Per Lineal Foot	\$ 3.17	\$ 3.17	7/1/2021
118	Water Main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
119	Storm Drain - main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
120	Storm Drain - yard Inspection Permit	Per Lineal Foot	\$ 0.29	\$ 0.29	7/1/2021
121	Sewer, Water, Storm Drain Plan check fee = % of permit valuation	% of Permit Valuation	2.00%	2.00%	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Inspection / Permit - Base Fee	Base	\$ 164.09	\$ 164.00	7/1/2021
2	Inspection / Permit Fees \$1 - \$50,000	Construction cost estimate	5.97%	5.97%	7/1/2021
3	Inspection / Permit Fees \$50,001 - \$500,000	Construction cost estimate	5.45%	5.45%	7/1/2021
4	Inspection / Permit Fees >\$500,000	Construction cost estimate	4.24%	4.24%	7/1/2021
5	Plan Check - Base Fee (includes grading, NPDES etc.)	Base	\$ 1,371.16	\$ 1,371.00	7/1/2021
6	Plan Check Fees \$1 - \$50,000	Construction cost estimate	6.00%	6.00%	7/1/2021
7	Plan Check Fees \$50,001 - \$500,000	Construction cost estimate	4.65%	4.65%	7/1/2021
8	Plan Check Fees >\$500,000	Construction cost estimate	3.62%	3.62%	7/1/2021
9	Encroachment Permit Fee	Each	\$ 162.91	\$ 112.80	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
10	Inspection for minor improvements (driveways, pole replacement, etc.)	Inspection for single item (2 inspections, before and after)	\$ 167.02	\$ 108.15	8/21/2021
11	Traffic Control Permit	Each	\$ 103.49	\$ 103.00	7/1/2021
12	Overload Permit (single trip) - One time	Each	N/A	\$ 19.20	8/21/2021
13	Overload Permit (round trip) - Annual	Each	N/A	\$ 108.00	8/21/2021
14	Permit Penalty Fee	Percent of Permit Value	N/A	50.00%	7/1/2021
15	Map Review (Parcel/Tract) - Base Fee	Each	\$ 7,666.96	\$ 2,588.40	8/21/2021
16	Map Review - Addt'l per parcel	Per Parcel	\$ 70.48	\$ 70.00	8/21/2021
17	Certificate of Compliance	Each	\$ 790.69	\$ 745.20	8/21/2021
18	Lot Line Adjustment - Base Fee	Each	\$ 1,286.16	\$ 1,159.20	8/21/2021
19	Lot Line Adjustment - Addt'l per parcel	Per parcel	\$ 59.43	\$ 59.00	7/1/2021
20	General Vacation	Each	\$ 3,805.94	\$ 1,902.00	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
21	Quit Claim / Summary Vacation	Each	\$ 2,049.22	\$ 1,087.20	8/21/2021
22	Certificate of Correction	Each	\$ 823.10	\$ 480.00	8/21/2021
23	Easement review	Each	\$ 1,691.08	\$ 1,691.00	7/1/2021
24	NPDES business inspection fee - low priority	One inspection every 5 years	\$ 59.43	\$ 59.00	7/1/2021
25	NPDES business inspection fee - medium priority	One inspection every 2 years	\$ 118.85	\$ 118.00	7/1/2021
26	NPDES business inspection fee - high priority	Inspection each year	\$ 237.70	\$ 237.50	7/1/2021
27	NPDES/WQMP Plan Review	Each	\$ 2,160.65	\$ 1,112.40	8/21/2021
28	NPDES Construction Inspection Fee (< 10 acres)	Each	\$ 505.66	\$ 505.50	7/1/2021
29	NPDES Construction Inspection Fee (10-25 acres)	Each	\$ 905.50	\$ 905.50	7/1/2021
30	NPDES Construction Inspection Fee (> 25 acres)	Each	\$ 2,074.37	\$ 2,074.00	8/21/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
31	Overtime Pay for Inspection (Weekends & Holidays)	Per Hour	N/A	Hourly Rate	7/1/2021
32	Misc. / Special Technical Report Review Fee	Actual Cost (Plus 25% Admin for consultant review, if applicable)	N/A	Varies	7/1/2021
33	Water Meter - OMUC Fee	Based on meter size - OMUC Fee	N/A	Varies	7/1/2021
34	Storm Water Pollution Abatement	Monthly BAU fee based on land use type & site acreage (applied to utility bill)	N/A	Varies	7/1/2021
35	Legal review	Per Hour	N/A	Hourly Rate	7/1/2021

PLANNING APPLICATIONS REVIEWED BY LAND DEVELOPMENT ENGINEERING

36	Development Agreement	Deposit	N/A	Varies	7/1/2021
37	Development Agreement Amendment	Deposit	N/A	Varies	7/1/2021
38	Development Code Amendment	Deposit	N/A	Varies	7/1/2021
39	Environmental Impact Report	Deposit	N/A	Varies	7/1/2021
40	General Plan Amendment	Deposit	N/A	Varies	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
41	Planned Unit Development	Deposit	N/A	Varies	7/1/2021
42	Planned Unit Development Amendment	Deposit	N/A	Varies	7/1/2021
43	Specific Plan	Deposit	N/A	Varies	7/1/2021
44	Specific Plan Amendment	Deposit	N/A	Varies	7/1/2021
45	Specific Plan Minor Amendment	Deposit	N/A	Varies	7/1/2021
46	Zone Change - 5 acres or more	Deposit	N/A	Varies	7/1/2021
47	Zone Change - Less than 5 acres	Deposit	N/A	Varies	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Land Conservation Contract Non-renewal	Each	\$ 3,817.21	\$ 1,401.85	8/21/2021
2	Land Conservation Contract Cancellation	Each	\$ 16,679.06	\$ 6,431.53	8/21/2021
3	Appeal-Homeowner	Each	N/A	\$ 130.00	7/1/2021
4	Appeal-Other	Each	N/A	\$ 902.00	7/1/2021
5	Covenants Conditions and Restrictions Review	Each	\$ 4,940.68	\$ 3,067.50	8/21/2021
6	Conditional Use Permit-Homeowner	Each	\$ 4,894.70	\$ 1,784.26	8/21/2021
7	Conditional Use Permit-Nonprofit	Each	\$ 3,520.01	\$ 2,691.60	8/21/2021
8	Conditional Use Permit-Other	Each	\$ 5,901.35	\$ 5,900.00	7/1/2021
9	Conditional Use Permit-Modification	Each	\$ 5,901.35	\$ 3,693.27	8/21/2021
10	Conditional Use Permit-w/ Development Plan	Each	\$ 4,724.75	\$ 1,567.20	8/21/2021
11	Conditional Use Permit Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
12	Determination of Use	Each	\$ 3,316.06	\$ 3,316.00	7/1/2021
13	Development Agreement	Deposit	N/A	\$ 10,000.00	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
14	Development Agreement Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
15	Development Code Amendment	Deposit	N/A	\$ 2,000.00	7/1/2021
16	Development Plan Review - 5 acres or more	Each	\$ 24,846.74	\$ 17,914.80	8/21/2021
17	Development Plan Review - less than 5 acres	Each	\$ 21,465.84	\$ 11,913.15	8/21/2021
18	Development Plan Revision	Each	\$ 16,735.49	\$ 4,582.85	8/21/2021
19	Development Plan Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
20	Environmental Assessment/Negative Declaration	Each	\$ 3,155.59	\$ 3,155.00	7/1/2021
21	Environmental Impact Report	Deposit	N/A	\$ 10,000.00	7/1/2021
22	General Plan Amendment - Text	Deposit	N/A	\$ 5,000.00	7/1/2021
23	General Plan Amendment - Map	Deposit	N/A	\$ 7,500.00	7/1/2021
24	Historic Preservation - COA-Nonresidential	Each	\$ 4,677.04	\$ 1,533.75	8/21/2021
25	Historic Preservation - COA-Residential	Each	\$ 4,677.04	\$ 214.73	8/21/2021
26	Historic Preservation - COEH-Nonresidential	Each	\$ 6,846.51	\$ 2,045.00	8/21/2021
27	Historic Preservation - COEH-Residential	Each	\$ 6,846.51	\$ 268.92	8/21/2021
28	Historic Preservation - Removal from Eligibility List (No Charge)	Each	\$ 6,366.15	No Charge	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
29	Historic Preservation - Waiver	Each	\$ 42.96	\$ 42.50	7/1/2021
30	Historic Preservation - Landmark Designation (No Charge)	Each	\$ 12,025.51	No Charge	7/1/2021
31	Historic Preservation - Plaque	Actual Cost	Varies	Varies	7/1/2021
32	Inspection - Construction (3 inspections)	Each	\$ 5,342.05	\$ 613.50	8/21/2021
33	Inspection - Field (includes construction inspections in excess of 3)	Each	\$ 1,335.51	\$ 255.63	8/21/2021
34	Residential Mills Act ^A	Each	\$ 10,939.36	\$ 214.73	8/21/2021
35	Nonresidential Mills Act ^A	Each	\$ 10,939.36	\$ 669.74	8/21/2021
36	Large Family Daycare	Each	\$ 2,127.81	\$ 1,116.57	8/21/2021
37	Lodging House Permit	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
38	Massage Permits	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
39	Plan Check - 5 or more acres	Each	\$ 9,196.43	\$ 3,070.10	8/21/2021
40	Plan Check - less than 5 acres	Each	\$ 5,685.72	\$ 1,717.10	8/21/2021
41	Planned Unit Development	Deposit	\$ 20,926.28	\$ 10,225.00	8/21/2021
42	Planned Unit Development Amendment	Deposit	\$ 13,947.59	\$ 7,668.75	8/21/2021
43	Planning Area Plan	Deposit	N/A	\$ 7,500.00	7/1/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
44	Planning Director Review	Each	\$ 1,057.33	\$ 706.55	8/21/2021
45	Preliminary Plan Review	Each	\$ 4,207.14	\$ 4,203.00	7/1/2021
46	Public Hearing - City Council	Each	\$ 769.75	\$ 604.30	8/21/2021
47	Public Hearing - Development Advisory Board	Each	\$ 497.12	\$ 325.16	8/21/2021
48	Public Hearing - Planning Commission	Each	\$ 1,325.44	\$ 604.30	8/21/2021
49	Public Hearing - Zoning Administrator-Homeowner	Each	\$ 1,764.14	\$ 74.64	8/21/2021
50	Public Hearing - Zoning Administrator-Other	Each	\$ 1,764.14	\$ 584.87	8/21/2021
51	Sign Plan	Each	\$ 519.34	\$ 246.42	8/21/2021
52	Sign Program - administrative approval	Each	\$ 2,825.58	\$ 862.99	8/21/2021
53	Sign Program - planning commission approval	Each	\$ 3,059.86	\$ 2,934.58	8/21/2021
54	Specific Plan	Deposit	N/A	\$ 20,000.00	7/1/2021
55	Specific Plan Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
56	Specific Plan Minor Amendment	Deposit	N/A	\$ 620.00	7/1/2021
57	Temporary Sign Permit	Each	\$ 124.89	\$ 58.28	8/21/2021
58	Temporary Use Permit - interim uses	Each	\$ 2,757.54	\$ 838.45	8/21/2021
59	Temporary Use Permit - special event	Each	\$ 1,064.72	\$ 492.00	8/21/2021

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
60	Tentative Parcel Map	Each	\$ 15,986.07	\$ 6,641.14	8/21/2021
61	Tentative Parcel Map Modification	Each	\$ 11,706.32	\$ 4,262.80	8/21/2021
62	Tentative Tract Map (Base)	Flat	\$ 18,403.54	\$ 9,805.78	8/21/2021
63	Tentative Tract Map (per lot)	Each	\$ 65.00	\$ 65.00	7/1/2021
64	Tentative Tract Map Modification	Each	\$ 12,681.18	\$ 3,125.78	8/21/2021
65	Tentative Tract/Parcel Map Time Extension	Each	\$ 7,378.97	\$ 1,227.00	8/21/2021
66	Variance - Administrative Exception or Minor	Each	\$ 3,978.78	\$ 2,451.96	8/21/2021
67	Variance - Homeowner	Each	\$ 3,978.78	\$ 309.82	8/21/2021
68	Variance - Other	Each	\$ 5,266.37	\$ 3,508.20	8/21/2021
69	Wireless Permit: Facilities in Public Rights-of-Way	Each	\$ 3,978.78	\$ 3,978.00	7/1/2021
70	Zone Change - 5 acres or more	Each	\$ 10,575.56	\$ 7,666.71	8/21/2021
71	Zone Change - Less than 5 acres	Each	\$ 9,194.99	\$ 7,497.99	8/21/2021
72	Zoning Administrator Review - Homeowner	Each	\$ 3,978.78	\$ 200.41	8/21/2021
73	Zoning Administrator Review - Other	Each	\$ 3,978.78	\$ 1,160.54	8/21/2021
74	Zoning/Land Use Verification Letter	Each	\$ 499.56	\$ 195.30	8/21/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

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Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
75	Notice of Exemption Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
76	Notice of Determination Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
77	Filing of a Negative/Mitigated Declaration	County Fee	N/A	\$ 2,404.75	7/1/2021
78	Filing of an Environmental Impact Report	County Fee	N/A	\$ 3,321.00	7/1/2021
79	Outside consultant or legal expenses	Actual Cost Plus 25% Admin. Fee	N/A	Varies	7/1/2021
80	Advanced Long Range Planning	Percent of all Building Permits & Planning Applications	\$ 914,960.12	5.00%	7/1/2021

Resolution No. 2004-065 (Entitlement Processing Fees excl. Mills Act)

^A Resolution No. 2005-115 (Mills Act Fees)

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

CPI Adjustment of 2.25% applied to select fees based on year-over-year change from Jan. 2020 to Jan. 2021 as measured by "Riverside-San Bernardino-Ontario Consumer Price Index"

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDA22-003-C, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC OWNER, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR A DEVELOPMENT PLAN (FILE NO. PDEV22-014) TO CONSTRUCT 94 RESIDENTIAL UNITS AND UP TO 11,047 SQUARE FEET OF COMMERCIAL/OFFICE RETAIL USES, ON APPROXIMETLY 1.93 ACRES OF LAND FOR LOCATED AT THE SOUTHWEST CORNER OF ONTARIO VIA PIEMONTE AND VIA VILLAGIO WITHIN THE MIXED-USE SUBAREAS 8 OF THE PIEMONTE OVERLAY AT THE ONTARIO CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0210-204-39.

WHEREAS, OTC Owner, LLC, ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA22-003-C, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 1.93 acres of land, located at the southwest corner of Via Piemonte and Via Villagio. The project site within the proposed mixed-use Subarea 8 of the Piemonte Overlay at the Ontario Center Specific Plan, and is presently vacant; and

WHEREAS, in 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects; and

WHEREAS, the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) was certified on March 19, 1991, (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed in the Amendment to the Ontario Center Specific Plan (File No. 4059-SPA); and

WHEREAS, a Mitigated Negative Declaration was subsequently adopted on May 16, 2017, (hereinafter referred to as "MND"), in which development and use of the Project

site was discussed in association with an Amendment to the Ontario Center Specific Plan (File No. PSPA16-003); and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the Certified EIR and adopted MND, an Addendum to the Certified EIR and MND (hereinafter collectively referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR and EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; 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 Planning Commission the responsibility and authority to review and make recommendations to the City Council on 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, A Development Plan Application (File No. PDEV22-014) to construct four mixed-use buildings totaling 63,655 commercial square feet and 694 dwelling units on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-Use land use district of the Piemonte Overlay of the Ontario Center Specific Plan, has been filed in conjunction with the Development Agreement Application; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the recommending body for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) ("Certified EIR"), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059-SPA, in combination with an Addendum to the Mitigated Negative Declaration, adopted by the Ontario City Council on May 17, 2017, in conjunction with File No. PSPA16-003. In addition, an EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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

SECTION 3: Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as

the recommending body for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 du/ac) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

- a. The Development Agreement applies to approximately 1.93 acres of land generally located southwest corner of Via Piemonte and Via Villagio; and
- b. The Development Agreement establishes parameters for the development of a mixed-use project for Lot C, consisting of 94 residential units and up to 11,047 square feet retail uses, within the proposed Mixed-Use Subarea 8 of the Piemonte

Overlay of the Ontario Center Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Piemonte Overlay of the Ontario Center Specific Plan; and

c. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

d. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

e. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

f. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were reviewed with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) prepared for the related Amendment to the Piemonte Overlay at the Ontario Center Specific Plan (File No. PSPA21-001). This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: *Planning Commission Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA22-003-C) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: *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 8: *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 9: **Certification to Adoption.** The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA22-003-A

DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**OTC Owner, LLC
Lot C**

a Delaware limited liability company

(Development Agreement to follow this page)

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

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

Exempt from Fees Per Gov. Code §§ 6103 and 27383

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

**OTC Owner, LLC
Lot C**

a Delaware limited liability company

DEVELOPMENT AGREEMENT NO. PDA22-033-C

This Development Agreement (hereinafter “Agreement”) is dated as of July ____, 2022, for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation (hereinafter “City”), and OTC Owner, LLC, Lot C, a Delaware limited liability company (together with its successors and assigns, “Owner”):

RECITALS

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

WHEREAS, Owner has a leasehold interest in the Property pursuant to the Ground Lease; and

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

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

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

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

WHEREAS, on July ____, 2022, the City Council adopted Ordinance No. _____ approving this Agreement, and such ordinance became effective on _____, 2022; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement. On April 19, 2022, pursuant to Resolution No. 2022-034, the City Council reviewed and adopted an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) dated March 2022 under City’s File No. PSPA21-001 (the “EIR Addendum”). The proposed Project is consistent with the EIR Addendum and no further environmental review is required; and

WHEREAS, on April 19, 2022, pursuant to Resolution No. 2022-035, the City Council approved the Piemonte Overlay at the Ontario Center Specific Plan Amendment - File No. PSPA21-001 (the “Specific Plan Amendment”); and

WHEREAS, this Agreement and the Project are consistent with the City’s Comprehensive General Plan and any specific plan applicable thereto; and

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Approval Date” means _____, 2022 the hearing date on which the City Council adopted the ordinance approving this Agreement.

1.1.3 “Certificate” shall have the meaning set forth in Section 6.4.

1.1.4 “Certificate of Performance” shall have the meaning set forth in Section 2.5.3.

1.1.5 “City” means the City of Ontario, California, a California municipal corporation.

1.1.6 “City Council” means the City Council of the City of Ontario.

1.1.7 “City Manager” means City’s City Manager or his or her designee.

1.1.8 “City Parties” shall have the meaning set forth in Section 9.2.

1.1.9 “City Response Delay” shall have the meaning set forth in Section 3.3.

1.1.10 “Completion” means the date on which all of the following has occurred (a) the Building Department of the City (in its capacity as the municipal authority) has issued (i) a temporary certificate of occupancy (or its equivalent) for the residential dwelling units within the Project and (ii) final sign off or its equivalent of the core and shell for the commercial space within the Project (but not the tenant improvements for such space) and (b) Owner has satisfied the conditions of the Development Approvals to the extent required in connection with the Project (as opposed to conditions required in connection with the development of the other Lots within the Phased Development) other than ongoing conditions that are not required to be satisfied prior to completion of the Project.

1.1.11 “Deferred DIF” shall have the meaning set forth in Section 4.2.2.

1.1.12 “Deferred DIF Repayment Date” shall have the meaning set forth in Section 4.2.2.

1.1.13 “Development Approval” or “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property whether Existing Development Approvals or Subsequent Development Approvals, including, but not limited to, the following:

(a) Amendment to the Piemonte Overlay at Ontario Center Specific Plan -File No. PSPA21-001;

(b) Development Plan Entitlement – File No. PDEV22-014;

(c) EIR Addendum;

(d) Development Agreement - File No. PDA22-003-C; and

(e) Amendment to the Piemonte Overlay Sign Program – File No. PSGP22-002.

1.1.14 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee, exaction, charge, assessment or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The rates as of the Approval Date for the Development Impact Fees that may apply to the Project are shown on Exhibit “C” attached hereto.

1.1.15 “Effective Date” means the date on which both of the following are true: (a) the ordinance approving this Agreement goes into effect; and (b) the Effective Date of the Ground Lease has occurred. Promptly after the Effective Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Effective Date and, thereafter, the Effective Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.16 “Existing Development Approvals” means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals are listed in the definition of “Development Approvals” above and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.17 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Approval Date, as modified by the Development Approvals.

1.1.18 “Final Non-Appealable Date” means the date Existing Development Approvals are final and non-appealable as set forth in the City Development Code and any applicable Laws and (ii) the applicable statute of limitations has expired under the California Environmental

Quality Act (Public Resources Code §21000 *et seq.*) and implementing Guidelines for CEQA (14 Cal. Code Regs. §15000 *et seq.*) with respect to the Addendum, in each case without the filing of any third party challenge, appeal, or lawsuit or, if filed, such challenge, appeal, or lawsuit has been resolved in a manner satisfactory to Owner. Promptly after the Final Non-Appealable Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Final Non-Appealable Date and, thereafter, the Final Non-Appealable Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.19 “Force Majeure Event(s)” shall have the meaning set forth in Section 11.11.

1.1.20 “General Plan” means the City’s Comprehensive General Plan adopted on January 27, 2010, by Resolution No. 2010-006, as may be amended as of the Approval Date.

1.1.21 “Ground Lease” means that certain Ground Lease by and between City and Owner dated on or about the Approval Date pertaining to the Property, as the same may be amended, modified, or supplemented from time to time.

1.1.22 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.23 “Lender Proposed Amendment” shall have the meaning set forth in Section 10.

1.1.24 “Lot” or “Lots” shall mean Lot A, B, C, or D, as the context may require, as shown on Exhibit “B” to this Agreement.

1.1.25 “Mortgagee” means any lender under any mortgage, deed of trust, or other security device securing financing with respect to the Owner’s then-current interest in the Property, and their successors and assigns.

1.1.26 “Non-Deferrable Fees” shall have the meaning set forth in Section 4.2.2.

1.1.27 “Owner” means the person or entity defined as such in the introductory paragraph of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.28 “Owner Parties” shall have the meaning set forth in Section 9.3.2.

1.1.29 “Phased Development” means the phased development and construction contemplated by Owner on the Property and each of the other “Owners” under the Related Development Agreements (as defined below) on Lots A, B, and D. The projects to be developed and constructed in the Phased Development include the Project and projects on Lots A, B, and D as follows:

Lot A - Development Plan Entitlement – File No. PDEV22-014;

Lot B - Development Plan Entitlement – File No. PDEV22-014; and

Lot D - Development Plan Entitlement – File No. PDEV22-014.

Lots A, B, and D are each also currently subject to a ground lease between the City and ground lease tenant of the applicable Lot which is being entered into concurrently with the Ground Lease in form and content similar to the Ground Lease. The City is also concurrently entering into a statutory development agreement with each of the ground lease tenants for Lots A, B, and D in form and content similar to this Agreement (the “Related Development Agreements”). It is currently contemplated that the Project will be developed and constructed as part of the Phased Development of the Property and Lots A, B, and D currently comprised of the following development as shown on Table 1 below:

Table 1: Maximum Development Density (Units) and Intensity (Based on Piemonte Overlay at the Ontario Center Specific Plan)					
DA File No's.	Approx. Acres	Lot	Subarea Area	Dwelling Units	Commercial (Square Feet)
PDA22-003-A	4.83	A	16	384	25,256
PDA22-003-B	1.69	B	17	112	20,802
PDA22-003-C	1.93	C	8	94	11,047
PDA22-003-D	2.04	D	11	104	14,095
Total	10.49			694	71,200

1.1.30 “Project” means the proposed development and construction on the Property (Lot C) of up to 11,047 square feet of commercial/office/retail uses and 94 multi-family residential dwelling units, all as consistent with File No. PDEV22-014 (as the same may be modified by Owner from time to time in accordance with the Existing Development Approvals). The commercial/office/retail uses shall be those permitted or conditionally permitted within Section 3.2 *Allowed Uses* of The Piemonte at Ontario Center Specific Plan.

1.1.1 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property is referred to as Lot C on Exhibit B. The Property constitutes one parcel of the Phased Development. Lots A, B, and D comprise the remaining parcels of the planned Phased Development.

1.1.2 “Protected Lot” shall have the meaning set forth in Section 8.2.3.

1.1.3 “Related Development Agreement” shall have the meaning set forth in the definition of “Phased Development” above.

1.1.4 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.5 “Security Instrument” shall have the meaning set forth in Section 10.

1.1.6 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Piemonte Overlay at the Ontario Center Specific Plan,” as amended by the Specific Plan Amendment.

1.1.7 “Subsequent Development Approvals” means all Development Approvals obtained subsequent to the Approval Date in connection with development of the Property.

1.1.8 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Approval Date.

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

Exhibit “A” Legal Description of the Property

Exhibit “B” Map showing location of Property and the other Lots within the Phased Development

Exhibit “C” Development Impact Fees as of the Approval Date

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and if and to the extent commenced shall be carried out in accordance with the terms of this Agreement.

2.2 Ownership of Property. Owner represents and covenants that it is the owner of a leasehold interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) Owner provides at least 180 days written notice to City prior to expiration of the initial term;

(b) Owner is not then in uncured default of this Agreement (after notice and the expiration of any applicable cure periods); and

(c) if less than three (3) of the Lots in the Phased Development have achieved Completion, such extension must be approved by the City Manager in his or her reasonable discretion.

For the avoidance of doubt, any time limits that may otherwise apply to the Development Approvals absent this Development Agreement (including without limitation, any of the time limits imposed on approvals pursuant to Section 2.02.025A of the Ontario Development Code or any other the Land Use Regulations) shall not govern the Development Approvals or this Agreement and the term set forth in this Section 2.3 shall control.

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer, or assign its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) Any such sale, transfer, or assignment is done in compliance with the Ground Lease if such Ground Lease is then in effect;

(b) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or substantially all of Owner's leasehold or fee interest (as applicable) in the Property;

(c) Prior to any such sale, transfer, or assignment, Owner shall notify City's City Manager, in writing, of such sale, transfer, or assignment and shall provide City with: (1) an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement with

respect to the portion of the Property so sold, transferred, or assigned; and (2) the payment of the applicable processing charge to cover the City's review and consideration of such sale, transfer, or assignment; and

(d) Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement.

Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (c) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer, or assignment that is not made in compliance with this Subsection 2.4.1. Notwithstanding any contrary provision of this Agreement, the Owner of the Property shall not have any liability hereunder with respect to any other Lot and a default by the Owner of one Lot shall not impact the rights and obligations of the Owner of any other Lot.

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

(a) such transferring owner no longer has a legal or equitable interest in the portion of the Property sold, transferred, or assigned;

(b) such transferring owner is not then in default under this Agreement (after notice and the expiration of any applicable cure periods), in which case such transferring owner shall remain liable for such default but not any future defaults by the assignee after the date of the transfer; and

(c) such transferring owner has provided City with the notice and executed agreement required under Paragraph (c) of Subsection 2.4.1 above.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.4 For the avoidance of doubt, this Section 2.4 does not apply to assignments or transfers of this Agreement to Mortgagees or their initial transferees after a foreclosure, deed in lieu, or similar action permitted under the mortgage, deed of trust, or other security device securing financing with respect to the Owner's interest in the Property.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section

65868. Any amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. The City hereby agrees to grant priority processing status to any request(s) to amend this Agreement made by Owner. This provision shall not limit any remedy of City or Owner as provided by this Agreement. Either party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the City initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, City shall first give notice to the Owner of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.2 Operating Memoranda.

The provisions of this Agreement require a close degree of cooperation between the City and Owner and development of the Project hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of the City and Owner. If and when, from time to time, during the term of this Agreement, the City and Owner agree that such clarifications are necessary or appropriate, the City and Owner shall effectuate such clarifications through operating memoranda approved by the City and Owner, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by the City and Owner. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall be authorized to make the determination on behalf of the City whether a requested clarification may be effectuated pursuant to this Section 2.5.2 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of the City without further Planning Commission or City Council action.

2.5.3 Certificate of Performance.

Upon Completion of the Project or upon the earlier revocation or termination of this Agreement, the City shall provide Owner, upon Owner’s request, with a statement (“Certificate of Performance”) evidencing such completion, revocation, or termination of this Agreement, and the release of Owner from further obligations hereunder with respect to the Property except with respect to the obligations which expressly survive such termination pursuant to Sections 3.9 (Rent Control), 4.2.2 (Development Impact Fees), 9 (Third Party Litigation) and 11.22 (Attorneys’ Fees). The Certificate of Performance shall be signed by the appropriate agents of Owner and the City and shall be recorded with the County Recorder. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3;
or

(b) Completion of the Project to be developed and constructed on the Property in accordance with the terms of this Agreement.

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to Owner:
OTC Lot C Owner, LLC
c/o Adept Urban
388 Cordova Street, #280
Pasadena, CA 91101
Attention: Patrick Chraghchian; Robert
Montano
Email:patrick@adept-dev.com;
robert.m@adept-dev.com

with a copy to:
Ruben Duran, City Attorney
Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Munger, Tolles & Olson LLP
350 S. Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Misty M. Sanford, Esq.
Email: misty.sanford@mto.com

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Development of the Project; Rights to Develop.

3.1.1 Development of the Project. In consideration of the premises, purposes, and intentions set forth in this Agreement, and in consideration of the assurances for development of the Project pursuant to this Agreement, Owner agrees to develop the Project in accordance with: (i) the terms and conditions of this Agreement; (ii) the terms and conditions established in the Development Approvals; and (iii) the Existing Land Use Regulations. Owner further agrees that the use, density and intensity, maximum height and size of structures and provisions for the Property reservation and dedication of land for public purposes related to the Property shall be limited to those uses permitted by the Existing Land Use Regulations. The Project shall be developed in accordance with the Development Approvals. The Project shall be constructed in compliance with all applicable building codes and standards, as such may be modified from time to time.

3.1.2 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Project in accordance with the Existing Land Use Regulations, subject to the terms and conditions of this Agreement and the conditions established in the Development Approvals. The Project shall remain subject to all Development Approvals required to complete the Project. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Existing Land Use Regulations.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which the Phased Development will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop (without the obligation) the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. Notwithstanding the foregoing, subject to (a) Force Majeure Events, (b) up to three one-year extensions of time (provided, however, that (i) only the first one-year extension may be requested by Owner unilaterally and thereafter such extensions must be approved by the City Manager and (ii) such extensions shall not apply to the first milestone (i.e., submission of the building application) for the first of the Lots of the Phased Development to be developed) and (c) any extensions of entitlements or permits granted by any governmental authority on a statewide, citywide or countywide basis, Owner shall achieve the following milestones in accordance with the following schedule:

	Event	Date
1.	Submission by Owner of building permit application to the City for the Project	On or before one hundred eighty (180) days following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase.
2.	Commencement of Construction of the Project	On or before two (2) years following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase; provided, however

		<p>Commencement of Construction shall occur within 6 months of the Commencement of Construction of Lot D.</p> <p>In order to achieve this milestone, City agrees to complete its review of (a) Owner’s initial plan check submission within twenty-one (21) days after receipt of such initial submission by City (provided, however, prior to such submission Owner and the City shall meet to review the proposed application), and (b) any additional submissions required to obtain the required permits for the project within fourteen (14) days following receipt of such additional submissions by City. There shall be a day-for-day extension of this Commencement of Construction milestone if the City fails to timely respond to such submissions within the time periods set forth above (each, a “<u>City Response Delay</u>”).</p>
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3.4 Requirement for Public Infrastructure Improvements. Owner shall comply with any conditions of the Development Approvals with respect to providing public infrastructure improvements or facilities, if any, to the extent required in connection with the Project (as opposed to the other Lots within the Phased Development).

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

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

(b) Increase the density or intensity of use of the Property as a whole; (other than in de minimis amounts); or,

(c) Increase the maximum height and size of permitted buildings (other than in de minimis amounts); or,

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

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

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations, and policies upon the Owner, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by City to cover its actual costs of processing applications for, or monitoring compliance with, any development approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City in writing;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, and any other matter of procedure;
- (c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City; provided however that, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement or Existing Land Use Regulations but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety; and are generally applicable on a citywide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes, pandemics and similar acts of God);
- (e) Reserved;
- (f) Regulations to which the Owner consents in writing.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Approvals and the Existing Land Use Regulations, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Approvals and the Existing Land Use Regulations.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Approval Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce or comply with as determined by Owner. In the event Owner alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Owner may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If Owner is required by any Development Approval to construct any public works facilities which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall perform such work to the construction standards that would be applicable to City or such other public agency should it have undertaken such construction.

As a condition of development approval, Owner shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, Owner shall contract with the City for City-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the City.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies. City agrees to cooperate fully, at no material out-of-pocket cost to City, with Owner in obtaining any required permits or compliance with the

regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations, or policies of the City.

3.9 Rent Control. Notwithstanding anything to the contrary in this Agreement, City agrees that, to the extent permitted by applicable law, City shall not apply any rent control or other renter protections or other moratoria or interim control ordinance against the Property or the Project. The foregoing covenant shall survive the expiration of this Agreement indefinitely and shall be in effect unless this Agreement is terminated for any reason other than a termination due to the Completion of the Project.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by Owner. The amounts for Development Impact Fees established or imposed by the City to be paid by Owner shall be the amounts that are in effect as of the Approval Date, which are shown on Exhibit “C” attached hereto, and Development Impact Fees established or imposed by other public agencies to be paid by Owner shall be the amounts that are in effect at the time such fees are due and payable during the development process. Nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by City to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by City. Notwithstanding the foregoing, the amounts imposed by the City to be paid by Owner for the following Development Impact Fees may be those in effect at the time such fees are due and payable (subject to the right to deferment set forth in Section 4.2.2 below), so long as such amounts do not increase by more than five percent (5%) over the amount of such rates in effect as of the Approval Date: processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

4.2.2 Time of Payment.

(a) Owner shall have the right to elect (but is not obligated) to amortize the payment of up to fifty percent (50%) of the total amount of Development Impact Fees due and payable for the Project (the amount so elected, the “Deferred DIFs”) over a period of thirty (30) years commencing from the Deferred DIF Repayment Date at an annual 3 percent (3%) simple interest rate. As used herein, “Deferred DIF Repayment Date” means the date of issuance of a temporary or other certificate of occupancy for the residential component of the Project. The parties understand and agree that the Development Impact Fees established or imposed by other public agencies that are not controlled by City even if such Development Impact Fees may be collected by City (including without limitation, if applicable, the IEUA Sewer Connection Fee, Ontario-Montclair School District (K-12) Fees, Cucamonga School District and Chaffey Joint Union High School Fees) (collectively, the “Non-Deferrable Fees”) must be paid when and as required in their standard course and schedule and may not be deferred hereunder; provided, however, the amount of such Non-Deferrable Fees may be included in the calculation of the total amount of Development Impact Fees due and payable for the Project for

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purposes of calculating the fifty percent (50%) amount that Owner may elect to include as Deferred DIFs.

(b) Owner agrees that, commencing upon the Deferred DIF Repayment Date, Owner shall pay to the City, on the 1st day of the next following month and each and every successive month for three hundred sixty (360) consecutive months, an amount equal to the amortized principal and interest of the actual amount of the Deferred DIFs amortized over thirty (30) years at an annual 3 percent (3%) simple interest rate. By way of example only, if the Deferred DIFs equal \$4,5000,000, the monthly payment to be made to the City would be \$18,972. The entire unpaid principal balance of the amortized Deferred DIFs and any accrued but unpaid interest shall be immediately due and payable to the City upon any of the following events: (1) the termination of this Agreement other than a termination due to the Completion of the Project; (2) any uncured default by Owner with regard to repayment of the amortized Deferred DIFs to the City (if such amounts have not been paid to the City within five (5) business days of Owner's receipt of written notice from the City); or (3) any sale, transfer or assignment of all or substantially all of the Owner's leasehold or fee interest (as applicable) in the Property that is not approved by the City in advance (which such approval shall not be unreasonably withheld, conditioned or delayed). Any monthly payment or portion thereof not paid to the City as and when due under the terms of this Agreement shall accrue interest from the date on which such payment was due at the rate of ten percent (10%), and if not paid within the five (5) business day cure period described above, City may file a lien against the Property for such delinquent amounts including any accrued and unpaid interest. All payments under this Subsection will be applied first to penalties and late fees, then to interest, then to reduce the principal amount owed. The Deferred DIFs and any accrued but unpaid interest may be pre-paid to the City at any time without any pre-payment penalty.

(c) The Deferred DIF payment obligation shall be a covenant running with the land and shall survive the expiration or early termination of this Agreement indefinitely until the Deferred DIFs are paid in full in accordance with this Agreement.

(d) Any Development Impact Fees that are not a Deferred DIF shall be paid when and as required in their standard course and schedule.

4.3 Reserved.

4.4 Reserved.

4.5 Schools Obligations. Owner shall satisfy its school obligations with the applicable school district by paying school impact fees. Written evidence of approval by the applicable school district that Owner has met its school obligations may be required by the City as the condition to the issuance by the City of any building permits for the Project.

4.6 Reserved.

4.7 Reserved.

4.8 Reserved.

4.9 Maintenance of Open Space. Owner shall provide for ongoing maintenance of all park, common areas, and open space areas within the Project as may be set forth in the Development Approvals.

4.10 Intentionally Omitted.

4.11 Compliance with Public Benefits Requirements. In the event Owner fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, Owner shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies permitted under this Agreement, including, without limitation, the right of the City to withhold Owner's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. [RESERVED]

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The City shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the Owner with the terms of this Agreement in accordance with Section 65865.1 of the California Government Code. Upon completion of the City's review, City shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of City's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his/her designee. Owner shall be responsible for paying any processing charge in connection with each such annual review, if any, provided that such charge shall be generally consistent with the cost charged for annual reviews for other development agreements to which the City is a party.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;
- (2) Affirmative vote of at least four (4) members of the Planning Commission; or
- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the City intends to undertake a special review of this Agreement to the Owner. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission. The cost of any such special review shall be borne by the City, unless such a special review demonstrates that Owner is not

acting in good-faith compliance with the provisions of this Agreement, in which case Owner shall reimburse the City for all costs incurred by the City in connection with such special review.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the Owner must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the Owner.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall specify in writing the respects in which Owner has failed to so comply. The City shall provide Owner with written notice of such noncompliance, together with a written specification of the reasons therefor. Such written notice shall also specify a reasonable time for Owner to cure such non-compliance, which time shall be not less than thirty (30) days after Owner's receipt of such notice.

(c) The Owner may appeal a determination pursuant to paragraph (b) in accordance with the City's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Termination. If, upon a finding under Section 6.1.6(b), the City determines to proceed with termination of this Agreement, the City shall give notice to the property Owner of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the City proposes to terminate this Agreement; and

(c) Other information that the City considers necessary to inform the Owner of the nature of the proceeding.

6.3 Hearing on Termination. At the time and place set for the hearing on termination, the Owner shall be given an opportunity to be heard. The Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds, based upon substantial evidence in the administrative record, that the Owner has not complied in good faith with the

terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon written request by Owner, issue a Certificate of Agreement Compliance (“Certificate”) to Owner stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General; Waiver of Monetary Damages. It is acknowledged by the parties that, subject to and without limiting the Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below, neither party would have entered into this Agreement if it were to be liable in monetary damages under this Agreement, or with respect to this Agreement or the application thereof. The parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages that would adequately compensate Owner for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the parties agree that each of the parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that neither party shall be liable in monetary damages to the other party, or to any successor in interest of such other party, or to any other person, and each party covenants not to sue for monetary damages or claim any monetary damages:

8.1.1 For any breach of this Agreement or for any cause of action which arises out of this Agreement (other than in connection with Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below); or

8.1.2 For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

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

8.1.4 The parties understand and agree, however, that nothing in this Section 8.1 shall prohibit, restrict or otherwise affect the rights of a party to seek monetary damages as a result of any default by the other party under any other agreement entered into by the parties with respect to the Property and the Project, including without limitation the Ground Lease, if and to the extent such other agreements allow for monetary damages. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses either party may otherwise have with respect to claims for monetary damages.

8.2 Default by Owner. In the event that Owner does not perform its obligations under the Agreement in a timely manner, subject to the limitations in Section 8.1, the City shall have all rights and remedies provided herein which shall include (a) the right to compel specific performance of the obligations of Owner under this Agreement or (b) termination of this Agreement, provided that the City has first complied with the procedures set forth in this Section 8.2 and in Section 8.5 below. If City elects to proceed under clause (b) with termination of this Agreement, the following shall apply:

8.2.1 If after the applicable cure period has elapsed, the City Manager finds and determines that Owner remains in default, the City Manager shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Owner has not cured the applicable default pursuant to this Section, and that the City should terminate this Agreement, Owner shall be entitled to appeal that finding and determination to the City Council in accordance with the procedure in Section 6.1.6(c) above. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity, and

8.2.2 City may terminate this Agreement after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal period in accordance with the procedure described in Section 6.1.6(c) above, relating to the defaulting party's rights and obligations.

8.2.3 City's Limited Cross Termination Right. If City terminates this Agreement in accordance with the procedures set forth herein as a result of a failure of Owner to achieve any of the milestones required pursuant to Section 3.3 above, City shall have the right to simultaneously terminate the Related Development Agreement(s) affecting the Lot(s) within the Phased Development for which none of the milestones under Section 3.3 of the applicable Related Development Agreement(s) have been achieved and for which a standard construction loan from an unrelated third party ("Loan") has not been executed for the development of such Lot(s). For example, if the owner of any Lot in the Phased Development (including the Property) has executed a Loan for the development of such Lot or any of the milestones under Section 3.3 of the applicable Related Development Agreement have been achieved with respect to such Lot (a "Protected Lot"), then the termination of this Agreement or the Related

Development Agreement for any other Lot shall not affect the Related Development Agreement of such Protected Lot and City shall not have any right hereunder to terminate such Related Development Agreement under this Section 8.2.3.

8.3 Default by City. In the event the City defaults under the provisions of this Agreement, subject to the limitations set forth in Section 8.1 above, Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Owner has first complied with the procedures in Section 8.5 below.

8.4 Release. Subject to and without limiting the indemnity in Section 9.3 below, except for nondamage remedies, including the remedy of specific performance, each party, for itself, its successors and assignees, hereby releases the other party, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

8.5 Notice and Cure. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of written notice from the other party, identifying with specificity those obligations of the defaulting party which have not been performed, constitutes a default under this Agreement; provided, however, if such failure or delay cannot reasonably be cured within such thirty (30) day period, no default shall be deemed to have occurred hereunder if the party committing such failure or delay commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence but (a) with respect to the City only in no event later than sixty (60) days after receipt of written notice from the Owner and (b) with respect to Owner only in no event later than one hundred eighty (180) days after receipt of written notice from City. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default.

8.6 Ground Lease and Other Agreements Not Affected. This Section 8 shall not be deemed to implicate, modify, or affect in any way any provisions in the Ground Lease or any other agreement entered into by the parties with respect to the Property and the Project.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Approval Date, and that the General Plan meets all requirements of law. City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Project as the result of a judicial determination that on the Approval Date, or at any time

thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. Subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), at its expense, including attorneys' fees, indemnify, and hold harmless City and its officers and employees (collectively, the "City Parties") from any claim, action or proceeding against the City Parties to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

Nothing in this Section 9 or any other indemnification provision included as a condition to any of the Development Approvals shall be construed to mean that Owner or City shall indemnify, hold any of the City Parties or Owner Parties, as applicable, harmless and/or defend any of the City Parties or Owner Parties, as applicable, from any claims arising from (a) as to Sections 9.3.1 and 9.4 only, any of the City Parties' or Owner Parties', as applicable, violation of law, or (b) as to all such indemnities other than the indemnity set forth in Section 9.3.2, (i) any of the City Parties' or Owner Parties', as applicable, breach of contractual obligations to third parties or (ii) the gross negligence or willful misconduct of any of the City Parties or Owner Parties, as applicable.

9.3 Indemnity.

9.3.1 Owner. In addition to the provisions of 9.2 above, subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), indemnify, and hold harmless the City Parties from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), based or asserted upon any act or omission of Owner or its officers or employees for property damage, bodily injury, or death (Owner's employees included) arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, and operation the Project. The City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

9.3.2 City. City agrees to indemnify, defend (with counsel chosen by City and approved by Owner, which such approval shall not be unreasonably withheld, conditioned or delayed), and hold harmless Owner, American General Design, Inc. (dba Adept Development), a

California corporation and Povac Investments, Inc., a California corporation and each of their respective officers and employees (collectively, the “Owner Parties”) from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys’ fees, disbursements and court costs and all other professional or consultant’s expenses) arising from any governmental agency stopping or delaying construction or occupancy of the Project after the “Commencement of Construction” (as defined below) as a result of City’s failure to pay any amounts imposed by the State of California (if any) pursuant to California Government Code Sections 54220 through 54234 in connection with the City’s disposition of the Property to Owner. Owner shall promptly notify City of any such stoppage or delay, and Owner shall cooperate in the defense. If Owner fails to promptly notify Owner of any such stopped or delay, or if any of the Owner Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, City shall not thereafter be responsible to defend, indemnify, or hold harmless the Owner Parties. For purposes of this Section 9.3.2, the term “Commencement of Construction” shall mean that both of the following have occurred: (a) construction of a building has commenced pursuant to and in accordance with a building permit issued by the City, City-approved final construction drawings, the Existing Land Use Regulations, the Development Approvals, and all applicable laws; and (b) Owner has expended at least \$5,000 in labor and materials for such construction. For purposes of this definition only, “construction” shall mean construction of improvements permanently fixed to the site (e.g., a foundation or similar), including, without limitation, utilities, public or private streets, public or private site improvements, landscaping or ancillary structures such as block walls, trash enclosures, and any grading, excavation, demolition, grubbing, or other site preparation.

9.4 Environment Assurances. Owner shall defend (with counsel chosen by Owner), at its expense, including attorneys’ fees, indemnify, and hold harmless the City Parties from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, and/or independent contractors for any violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property that were not present prior to the date that Owner took possession of the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including reasonable attorneys’ fees, the City Parties in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

9.5 Reserved.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement for a period of two (2) years after such termination, except to the extent such indemnification relates to any third party claims, in which event such indemnification shall survive until the expiration of any applicable statute of limitations.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner’s sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing

with respect to the Property (“Security Instrument”). City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees to cooperate in including in this Agreement by suitable amendment from time to time any provision that may reasonably be requested by any proposed Mortgagee for the purpose of allowing such Mortgagee reasonable means to protect or preserve a lien and security interest of its Security Instrument, as well as such other documents containing terms and provisions customarily required by Mortgagees (taking into account the customary requirements of their participants, syndication partners or rating agencies) in connection with any such financing (a “Lender Proposed Amendment”). The City agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate a Lender Proposed Amendment; provided, however, that any such Lender Proposed Amendment shall not in any way materially adversely affect any rights of the City under this Agreement. If there is any conflict between this Article 10 and any other provisions contained in this Agreement, this Article 10 shall control. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of sixty (60) days after Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary, not to exceed one hundred eighty (180) days, to remedy such default, provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the default is cured.

(d) Any Mortgagee who takes title of the Property, or any part thereof, pursuant to foreclosure trustee's sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement, provided that any such Mortgagee, including its affiliate, that takes title to the Property shall be entitled to all of the benefits arising under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner’s obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall

continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer, or assignment after the initial sale, transfer, or assignment by any Mortgagee shall be subject to the provisions of Section 2.4 of this Agreement.

(e) If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Owner, the times specified in Section clause (c) above, shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

(f) If this Agreement is terminated by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for Owner or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this clause (f).

(g) The City shall, at any time and within thirty (30) days following the written request of a Mortgagee, but not more often than annually, certify in writing to such Mortgagee that (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments and modifications, and (c) to the actual knowledge of City with no duty to investigate, Owner is not in default in the performance of its obligations under this Agreement or, if in default, to describe therein the nature and extent of any such default. Any such estoppel certificate shall be administratively issued by the City Manager or his/her representative or designee.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the City executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the City terminates this Agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder. A failure to record the Agreement in a timely fashion shall not impact its effectiveness to the extent permitted by applicable law.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, in the event the provision regarding the payment of Deferred DIFs set forth in Section 4.2.2 of this Agreement is determined to be invalid, void or unenforceable, the parties shall enter into a separate written agreement for the repayment of such Deferred DIFs consistent with Section 4.2.2.

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

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

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

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

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

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

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns, except that the Owner Parties and City Parties are third party beneficiaries of the indemnities in Section 9. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, insurrection, riots, civil unrest, acts of terrorism or similar hostilities, strikes, boycotts, lock-outs, and other labor difficulties beyond the party's control (including the party's employment force), inability to procure services, labor or materials not related to the price thereof, failure of electric power, governmental actions, governmental laws, regulations or restrictions, third party litigation or administrative proceedings, actual or

threatened public health emergency (including epidemic, pandemic, famine, disease, plague, quarantine, and other public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Owner, its agents, contractors or its employees from accessing the Property, national or regional emergency), declaration of a state or national emergency, casualties, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Property from being developed or operated in accordance with this Agreement, or other reasons beyond the reasonable control of the party (individually a “Force Majeure Event” or collectively, “Force Majeure Events”). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be automatically extended for the period of time that such events prevented such performance, provided that the extensions of the term of this Agreement solely as a result of one or more Force Majeure Events shall not exceed a period of more than five (5) years in the aggregate.

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

11.13 Successors in Interest; Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof. In any event, no owner or tenant of an individual completed residential unit within the Project shall have any rights under this Agreement.

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

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

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

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

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

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

11.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. Owner shall pay to City all reasonable costs incurred by City in connection with the issuance of estoppel certificates under this Section 11.20 prior to City's issuance of such certificates.

11.21 Authority to Execute. Each party represents and warrants that the person or persons executing this Agreement on behalf of such party has the authority to execute this

Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations hereunder.

11.22 Attorneys' Fees. In the event of any action between the City and Owner for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

“Owner”

OTC Lot C Owner, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

“CITY”

City OF ONTARIO

By: _____
Scott Ochoa
City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

Kane, Ballmer & Berkman, City Special
Counsel

ACKNOWLEDGEMENT

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, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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 _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

APN NO. 0210-204-38

BEING A PORTION OF PARCEL 20, PARCEL MAP NO. 17550, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 216, PAGES 7 THROUGH 20, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 20, AS SHOWN ON SAID PARCEL MAP;
THENCE NORTH 89° 22' 30" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 20, 184.06 FEET;
THENCE LEAVING SAID SOUTH LINE, THE FOLLOWING THREE (3) COURSES:
NORTH 00° 00' 00" EAST 302.44 FEET;
NORTH 90° 00' 00" EAST 42.92 FEET;
NORTH 00° 00' 00" WEST 96.10 FEET, TO A POINT ON A LINE THAT IS PARALLEL WITH AND 31.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID PARCEL 20;
THENCE, NORTH 89° 22' 30" WEST 287.51 FEET, TO A POINT ON THE WEST LINE OF SAID PARCEL 20;
THENCE, NORTH 00° 37' 30" EAST 31.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 20;
THENCE, SOUTH 89° 22' 30" EAST ALONG THE NORTH LINE OF SAID PARCEL 20, 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 20;
THENCE, SOUTH 00° 37' 30" WEST 430.00 FEET, TO THE POINT OF BEGINNING;

SAID LAND IS SHOWN AS PARCEL B OF LOT LINE ADJUSTMENT NO. LLA17-008, RECORDED SEPTEMBER 7, 2017 AS INSTRUMENT NO. 2017-0370546, OF OFFICIAL RECORDS.

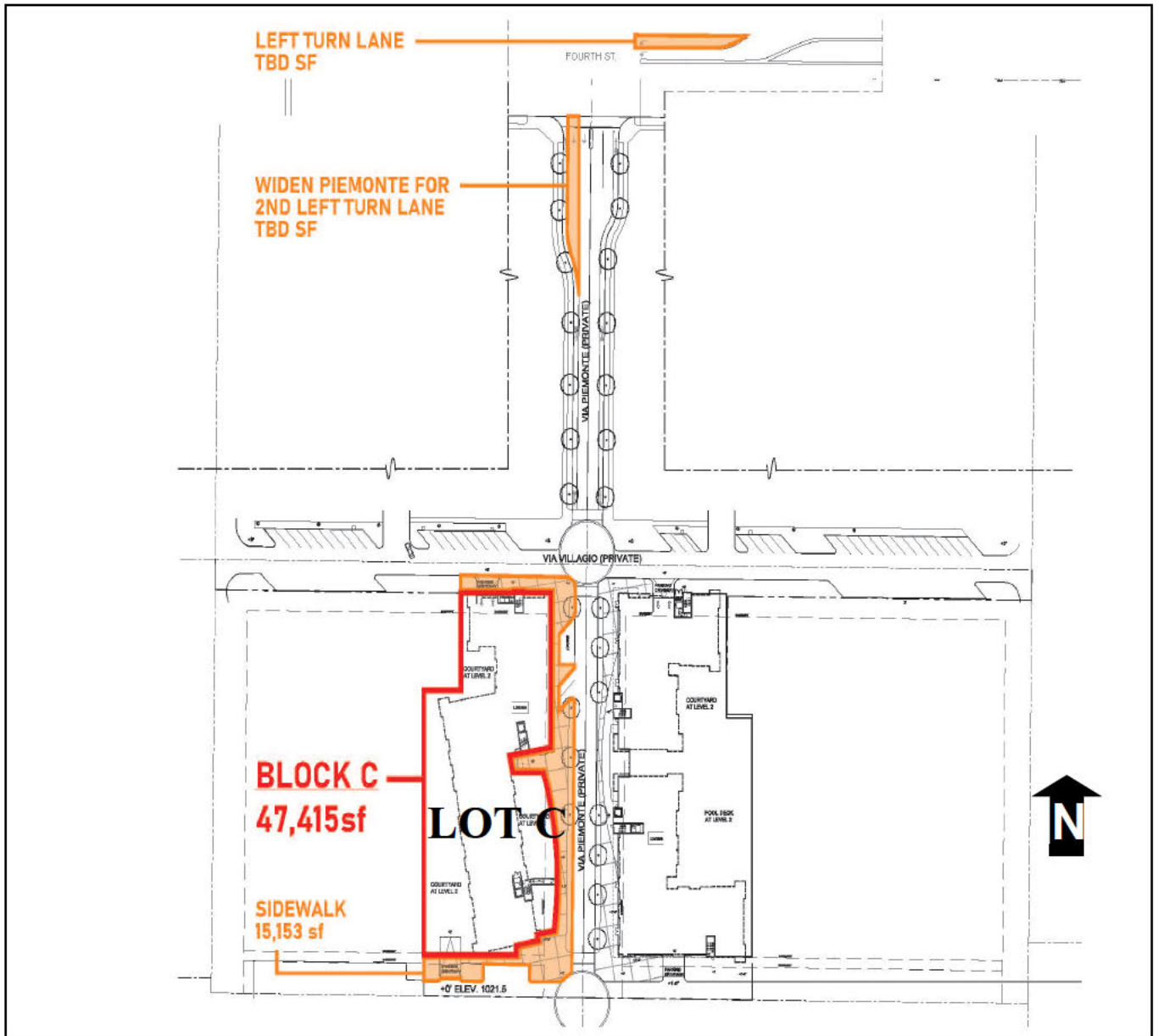
EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



**EXHIBIT "B" CONTINUED
TO DEVELOPMENT AGREEMENT**

Map showing Property and its location



**EXHIBIT “C”
TO DEVELOPMENT AGREEMENT**

Development Impact Fees as of the Approval Date

(Development Impact Fees to follow this page)

Exhibit C



FY 2021-22

Citywide Fee Schedule

(Fees, Fines & Charges)

*Component of the FY 2021-22 Budget
Adopted June 21, 2021 (Resolution No. 2021-062)*

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II. - Community Life & Culture

Section 5. Housing Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Housing Fees					
1	Base Affordable Housing Monitoring Fee*	Base	\$ 747.68	\$ 747.00	7/1/2021
2	Per Unit Affordable Housing Monitoring Fee*	Per unit	\$ 107.94	\$ 107.00	7/1/2021
3	Loan Payoff Process Fee - without equity share	Each	\$ 251.11	\$ 251.00	7/1/2021
4	Loan Payoff Process Fee - with equity share	Each	\$ 400.39	\$ 400.00	7/1/2021
5	Preparation of Full Reconveyance	Each	\$ 248.13	\$ 248.00	7/1/2021

** Affordable Housing Monitoring Fee does not apply to bond-funded projects.*

Note: Loan Payoff and Reconveyance fees may be waived if individuals are under financial hardship.

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Plan Check Fees					
1	Building Plan Check Fee	% of Permit	N/A	80.00%	7/1/2021
2	Building Plan Check for track housing or duplicate building	% of Permit	N/A	40.00%	7/1/2021
3	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Less than \$1 million	N/A	50.00%	7/1/2021
4	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$1 and \$5 million	N/A	40.00%	7/1/2021
5	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$5 and \$10 million	N/A	30.00%	7/1/2021
6	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$10 and \$20 million	N/A	20.00%	7/1/2021
7	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Greater than \$20 million	N/A	10.00%	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Permit Fees					
8	Building Permit - Base Fee (\$1-\$500)	Valuation: \$1 to \$500	N/A	\$ 23.50	7/1/2021
9	Building Permit - Base Fee (\$501-\$2000)	Valuation: \$501 to \$2,000	N/A	\$ 23.50	7/1/2021
10	Building Permit Fee (Each additional \$100, or fraction thereof, up to and including \$2000)	Each additional \$100, or fraction thereof, up to and including \$2,000	N/A	\$ 3.05	7/1/2021
11	Building Permit - Base Fee (\$2001-\$25,000)	Valuation: \$2,001 to \$25,000	N/A	\$ 69.25	7/1/2021
12	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$25,000)	Each additional \$1,000, or fraction thereof, up to and including \$25,000	N/A	\$ 14.00	7/1/2021
13	Building Permit - Base Fee (\$25,001-\$50,000)	Valuation: \$25,001 to \$50,000	N/A	\$ 391.25	7/1/2021
14	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$50,000)	Each additional \$1,000, or fraction thereof, up to and including \$50,000	N/A	\$ 10.10	7/1/2021
15	Building Permit - Base Fee (\$50,001-\$100,000)	Valuation: \$50,001 to \$100,000	N/A	\$ 643.75	7/1/2021
16	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$100,000)	Each additional \$1,000, or fraction thereof, up to and including \$100,000	N/A	\$ 7.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
17	Building Permit - Base Fee (\$100,001-\$500,000)	Valuation: \$100,001 to \$500,000	N/A	\$ 993.75	7/1/2021
18	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$500,000)	Each additional \$1,000, or fraction thereof, up to and including \$500,000	N/A	\$ 5.60	7/1/2021
19	Building Permit - Base Fee (\$500,001-\$1,000,000)	Valuation: \$500,001 to \$1,000,000	N/A	\$ 3,233.75	7/1/2021
20	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$1,000,000)	Each additional \$1,000, or fraction thereof, up to and including \$1,000,000	N/A	\$ 4.75	7/1/2021
21	Building Permit - Base Fee (Greater than \$1,000,001)	Valuation: \$1,000,001 and up	N/A	\$ 5,608.75	7/1/2021
22	Building Permit Fee (Each additional \$1,000 or fraction thereof, greater than \$1,000,001)	Each additional \$1,000, or fraction thereof	N/A	\$ 3.65	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Misc. Standard Building Permits					
23	Kitchen Remodel (non-structural)	Each	\$ 258.99	\$ 258.00	7/1/2021
24	Bathroom Remodel	Each	\$ 129.50	\$ 129.00	7/1/2021
25	Demolition - Entire Structure	Valuation	N/A	Varies	7/1/2021
26	Patio Covers - Solid	Valuation	N/A	Varies	7/1/2021
27	Patio Covers - Lattice	Valuation	N/A	Varies	7/1/2021
28	Patio Covers - Enclosures	Valuation	N/A	Varies	7/1/2021
29	Pole Bases	Valuation	N/A	Varies	7/1/2021
30	Roofing	Valuation	N/A	Varies	7/1/2021
31	Storage Sheds	Valuation	N/A	Varies	7/1/2021
32	Stucco	Valuation	N/A	Varies	7/1/2021
33	Swimming Pools/Spas	Valuation	N/A	Varies	7/1/2021
34	Tenant Improvements - With Ceiling	Valuation	N/A	Varies	7/1/2021
35	Tenant Improvements - Without Ceiling	Valuation	N/A	Varies	7/1/2021
36	Trash Enclosures - Single	Valuation	N/A	Varies	7/1/2021
37	Trash Enclosures - Double	Valuation	N/A	Varies	7/1/2021
38	Walls - Retaining	Valuation	N/A	Varies	7/1/2021
39	Walls - Screen Garden	Valuation	N/A	Varies	7/1/2021
40	Walls - Tilt-Up Screen Walls	Valuation	N/A	Varies	7/1/2021
41	Window Changeout	Valuation	N/A	Varies	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Electrical Permit Fees					
42	Electrical Permit Issuance Fee	Each	\$ 41.63	\$ 41.00	7/1/2021
43	Electrical Permit - Temporary Power Service Pedestal	Each	\$ 86.33	\$ 86.00	7/1/2021
44	Electrical Permit - Temporary Power Service Distribution system	Each	\$ 43.17	\$ 43.00	7/1/2021
45	Electrical Permit - outlet/switch/fixture	First 20 fixtures	\$ 129.50	\$ 129.00	7/1/2021
46	Electrical Permit - Additional Fixtures	Each	\$ 2.94	\$ 2.90	7/1/2021
47	Electrical Permit - Power Apparatus -up to and including 1	each HP, kW, kVA or kVAR	\$ 143.83	\$ 143.00	7/1/2021
48	Electrical Permit - Power Apparatus - over 1 to 10	each HP, kW, kVA or kVAR	\$ 158.33	\$ 158.00	7/1/2021
49	Electrical Permit - Power Apparatus - over 10 to 50	each HP, kW, kVA or kVAR	\$ 172.66	\$ 172.00	7/1/2021
50	Electrical Permit - Power Apparatus - over 50 to 100	each HP, kW, kVA or kVAR	\$ 258.99	\$ 258.00	7/1/2021
51	Electrical Permit - Power Apparatus - over 100	each HP, kW, kVA or kVAR	\$ 345.32	\$ 345.00	7/1/2021
52	Electrical Permit - Services -for services of 600 volts or less and not over 200 amperes in rating	Each	\$ 172.66	\$ 172.00	7/1/2021
53	Electrical Permit Fee - Services -for services of 600 volts or less and over 200 amperes to 1,000 amperes in rating	Each	\$ 258.99	\$ 258.00	7/1/2021
54	Electrical Permit Fee - Services -for services over 600 volts or over 1,000 amperes in rating	Each	\$ 431.65	\$ 431.00	7/1/2021
55	Electrical Permit Fee - Miscellaneous Apparatus, Conduits and Conductors	Each	\$ 143.83	\$ 143.00	7/1/2021
56	Electrical Permit Fee- Subpanel	Each	N/A	\$ 172.00	7/1/2021
57	Electrical Permit Fee - Signs	Each	N/A	\$ 86.00	7/1/2021
58	Electrical Permit Fee - Private Swimming Pools	Each Pool or Spa	N/A	\$ 129.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
59	Electrical Permit Fee - Other Inspections and Fees, inspections outside of normal business hours: minimum charge 3 hrs.	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
60	Electrical Permit Fee - Inspections	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
61	Electrical Permit Fee - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
62	Electrical Permit Fee - Additional plan review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
63	New Construction Trades - Electrical : Residential	Per Square Foot	\$ 0.10791	\$ 0.1079	7/1/2021
64	New Construction Trades - Electrical : Commercial	Per Square Foot	\$ 5.22301	\$ 0.1200	7/1/2021
65	New Construction Trades - Electrical: Industrial / warehouse (0-50,000 sf)	Per Square Foot	\$ 0.01209	\$ 0.0120	7/1/2021
66	New Construction Trades - Electrical : Industrial / warehouse (>50,000 sf)	Per Square Foot	\$ 0.00388	\$ 0.0038	7/1/2021
Mechanical Permit Fees					
67	Mechanical Permit Issuance Fee	Each	\$ 41.75	\$ 41.00	7/1/2021
68	Mechanical Permit Fee (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -under 3 HP (10.6kW) or to and including 100,000 Btu/h (29.3kW)	Each	\$ 172.66	\$ 172.00	7/1/2021
69	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems-over 3 HP (10.6kW) to and including 15 HP (52.7kW), or over 100,000 Btu (29.3kW) to and including 500,000 Btu/h (146.6kW)	Each	\$ 215.83	\$ 215.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
70	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -over 15 HP (52.7 kW) to and including 30 HP (105.5 kW), over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	Each	\$ 258.99	\$ 258.00	7/1/2021
71	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 30 HP (105.5 kW) to and including 50 HP (176 kW), or over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	Each	\$ 345.32	\$ 345.00	7/1/2021
72	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 50 HP (176 kW) or over 1,750,000 Btu/h (512.9kW)	Each	\$ 517.98	\$ 517.00	7/1/2021
73	Mechanical Permit Fees (includes issuance fee)- Evaporative Coolers	Each	\$ 172.66	\$ 172.00	7/1/2021
74	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each fan connected to single duct	Each	\$ 172.66	\$ 172.00	7/1/2021
75	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust-each which is not a portion of any heating or a/c system authorized by a permit	Each	\$ 172.66	\$ 172.00	7/1/2021
76	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each hood served by mechanical exhaust	Each	\$ 345.32	\$ 345.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
77	Mechanical Permit Fee - Process Piping	Valuation	N/A	Varies	7/1/2021
78	Mechanical Permit Fee - Wall Heater	Each	N/A	\$ 43.00	7/1/2021
79	Mechanical Permit Fees - Miscellaneous (one inspection)	Each	\$ 86.33	\$ 86.00	7/1/2021
80	Mechanical Permit Fees - Inspection outside of normal business hours	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
81	Mechanical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
82	Mechanical Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
83	Mechanical Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
84	New Construction Trades - Mechanical: Residential	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
85	New Construction Trades - Mechanical : Commercial	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
Plumbing Permit Fees					
86	Permit issuance fee	Each	\$ 41.75	\$ 41.00	7/1/2021
87	Plumbing Permit Fees - First 15 Fixtures and Vents (new & alterations)	First 15 Fixtures/Vents	\$ 172.66	\$ 172.50	7/1/2021
88	Plumbing Permit Fees - Each Additional	Each	\$ 172.66	\$ 10.78	7/1/2021
89	Plumbing Permit Fees - Sewers	Each	\$ 172.66	\$ 172.50	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
90	Plumbing Permit Fees - Sewage disposal system	Each	\$ 431.65	\$ 431.50	7/1/2021
91	Plumbing Permit Fees -Industrial waste pretreatment interceptor	Each	\$ 172.66	\$ 172.50	7/1/2021
92	Plumbing Permit Fees - Water Piping First 20 outlets	First 20 Outlets	\$ 129.50	\$ 129.00	7/1/2021
93	Plumbing Permit Fees - Water Piping Each Additional Outlet	Each Outlet	\$ 129.50	\$ 5.23	7/1/2021
94	Plumbing Permit Fees - Water heater including vent	Each	\$ 172.66	\$ 12.92	7/1/2021
95	Plumbing Permit Fees - Gas Piping Systems First 5 Outlets	First 5 Outlets	\$ 647.50	\$ 129.50	7/1/2021
96	Plumbing Permit Fees - Gas Piping Systems Each Additional	Each Addt'l Outlet	\$ 129.50	\$ 6.77	7/1/2021
97	Plumbing Permit Fees - Lawn Sprinklers	Each lawn sprinkler system on any one meter	\$ 172.66	\$ 172.50	7/1/2021
98	Plumbing Permit Fees - Backflow Protection Devices	Each Device	\$ 172.66	\$ 172.50	7/1/2021
99	Plumbing Permit Fees - Miscellaneous	Each appliance or equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no fee is listed in this code	\$ 86.33	\$ 86.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
100	Plumbing Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
101	Plumbing Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
102	Plumbing Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
103	New Construction Trades - Plumbing : Residential	Per SF	\$ 0.10791	\$ 0.1070	7/1/2021
Grading Plan Review Fees (up to three submittals of plans)					
104	Grading plan check, rough (0-10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
105	Grading plan check, rough (>10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
106	Grading plan check, rough (each additional 5 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
107	Grading plan check, precise (0-10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
108	Grading plan check, precise (>10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
109	Grading plan check, precise (each additional 5 acres)	Each	\$ 517.98	\$ 517.50	7/1/2021
Grading Permit Fees					
110	Grading permit, rough (0-50 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
111	Grading permit, rough (each additional 10 acres)	Each	\$ 86.33	\$ 86.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
112	Grading permit, precise (0-50 acres)	Each	\$ 431.65	\$ 431.50	7/1/2021
113	Grading permit, precise (each additional 10 acres)	Each	\$ 129.50	\$ 129.50	7/1/2021
114	Soil Disturbance Permit - Dust Control	Each	N/A	\$ 250.00	7/1/2021
Miscellaneous Fees					
115	Building plan retention fee	Per Plan Page	N/A	\$ 1.50	7/1/2021
116	Permits, Calcs and Misc. doc	8.5x11 / per page	N/A	\$ 0.35	7/1/2021
Sewer, Water, Storm Drain Permit & Plan Check Fees					
117	Sewer Main Inspection Permit	Per Lineal Foot	\$ 3.17	\$ 3.17	7/1/2021
118	Water Main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
119	Storm Drain - main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
120	Storm Drain - yard Inspection Permit	Per Lineal Foot	\$ 0.29	\$ 0.29	7/1/2021
121	Sewer, Water, Storm Drain Plan check fee = % of permit valuation	% of Permit Valuation	2.00%	2.00%	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Inspection / Permit - Base Fee	Base	\$ 164.09	\$ 164.00	7/1/2021
2	Inspection / Permit Fees \$1 - \$50,000	Construction cost estimate	5.97%	5.97%	7/1/2021
3	Inspection / Permit Fees \$50,001 - \$500,000	Construction cost estimate	5.45%	5.45%	7/1/2021
4	Inspection / Permit Fees >\$500,000	Construction cost estimate	4.24%	4.24%	7/1/2021
5	Plan Check - Base Fee (includes grading, NPDES etc.)	Base	\$ 1,371.16	\$ 1,371.00	7/1/2021
6	Plan Check Fees \$1 - \$50,000	Construction cost estimate	6.00%	6.00%	7/1/2021
7	Plan Check Fees \$50,001 - \$500,000	Construction cost estimate	4.65%	4.65%	7/1/2021
8	Plan Check Fees >\$500,000	Construction cost estimate	3.62%	3.62%	7/1/2021
9	Encroachment Permit Fee	Each	\$ 162.91	\$ 112.80	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
10	Inspection for minor improvements (driveways, pole replacement, etc.)	Inspection for single item (2 inspections, before and after)	\$ 167.02	\$ 108.15	8/21/2021
11	Traffic Control Permit	Each	\$ 103.49	\$ 103.00	7/1/2021
12	Overload Permit (single trip) - One time	Each	N/A	\$ 19.20	8/21/2021
13	Overload Permit (round trip) - Annual	Each	N/A	\$ 108.00	8/21/2021
14	Permit Penalty Fee	Percent of Permit Value	N/A	50.00%	7/1/2021
15	Map Review (Parcel/Tract) - Base Fee	Each	\$ 7,666.96	\$ 2,588.40	8/21/2021
16	Map Review - Addt'l per parcel	Per Parcel	\$ 70.48	\$ 70.00	8/21/2021
17	Certificate of Compliance	Each	\$ 790.69	\$ 745.20	8/21/2021
18	Lot Line Adjustment - Base Fee	Each	\$ 1,286.16	\$ 1,159.20	8/21/2021
19	Lot Line Adjustment - Addt'l per parcel	Per parcel	\$ 59.43	\$ 59.00	7/1/2021
20	General Vacation	Each	\$ 3,805.94	\$ 1,902.00	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
21	Quit Claim / Summary Vacation	Each	\$ 2,049.22	\$ 1,087.20	8/21/2021
22	Certificate of Correction	Each	\$ 823.10	\$ 480.00	8/21/2021
23	Easement review	Each	\$ 1,691.08	\$ 1,691.00	7/1/2021
24	NPDES business inspection fee - low priority	One inspection every 5 years	\$ 59.43	\$ 59.00	7/1/2021
25	NPDES business inspection fee - medium priority	One inspection every 2 years	\$ 118.85	\$ 118.00	7/1/2021
26	NPDES business inspection fee - high priority	Inspection each year	\$ 237.70	\$ 237.50	7/1/2021
27	NPDES/WQMP Plan Review	Each	\$ 2,160.65	\$ 1,112.40	8/21/2021
28	NPDES Construction Inspection Fee (< 10 acres)	Each	\$ 505.66	\$ 505.50	7/1/2021
29	NPDES Construction Inspection Fee (10-25 acres)	Each	\$ 905.50	\$ 905.50	7/1/2021
30	NPDES Construction Inspection Fee (> 25 acres)	Each	\$ 2,074.37	\$ 2,074.00	8/21/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
31	Overtime Pay for Inspection (Weekends & Holidays)	Per Hour	N/A	Hourly Rate	7/1/2021
32	Misc. / Special Technical Report Review Fee	Actual Cost (Plus 25% Admin for consultant review, if applicable)	N/A	Varies	7/1/2021
33	Water Meter - OMUC Fee	Based on meter size - OMUC Fee	N/A	Varies	7/1/2021
34	Storm Water Pollution Abatement	Monthly BAU fee based on land use type & site acreage (applied to utility bill)	N/A	Varies	7/1/2021
35	Legal review	Per Hour	N/A	Hourly Rate	7/1/2021

PLANNING APPLICATIONS REVIEWED BY LAND DEVELOPMENT ENGINEERING

36	Development Agreement	Deposit	N/A	Varies	7/1/2021
37	Development Agreement Amendment	Deposit	N/A	Varies	7/1/2021
38	Development Code Amendment	Deposit	N/A	Varies	7/1/2021
39	Environmental Impact Report	Deposit	N/A	Varies	7/1/2021
40	General Plan Amendment	Deposit	N/A	Varies	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
41	Planned Unit Development	Deposit	N/A	Varies	7/1/2021
42	Planned Unit Development Amendment	Deposit	N/A	Varies	7/1/2021
43	Specific Plan	Deposit	N/A	Varies	7/1/2021
44	Specific Plan Amendment	Deposit	N/A	Varies	7/1/2021
45	Specific Plan Minor Amendment	Deposit	N/A	Varies	7/1/2021
46	Zone Change - 5 acres or more	Deposit	N/A	Varies	7/1/2021
47	Zone Change - Less than 5 acres	Deposit	N/A	Varies	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Land Conservation Contract Non-renewal	Each	\$ 3,817.21	\$ 1,401.85	8/21/2021
2	Land Conservation Contract Cancellation	Each	\$ 16,679.06	\$ 6,431.53	8/21/2021
3	Appeal-Homeowner	Each	N/A	\$ 130.00	7/1/2021
4	Appeal-Other	Each	N/A	\$ 902.00	7/1/2021
5	Covenants Conditions and Restrictions Review	Each	\$ 4,940.68	\$ 3,067.50	8/21/2021
6	Conditional Use Permit-Homeowner	Each	\$ 4,894.70	\$ 1,784.26	8/21/2021
7	Conditional Use Permit-Nonprofit	Each	\$ 3,520.01	\$ 2,691.60	8/21/2021
8	Conditional Use Permit-Other	Each	\$ 5,901.35	\$ 5,900.00	7/1/2021
9	Conditional Use Permit-Modification	Each	\$ 5,901.35	\$ 3,693.27	8/21/2021
10	Conditional Use Permit-w/ Development Plan	Each	\$ 4,724.75	\$ 1,567.20	8/21/2021
11	Conditional Use Permit Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
12	Determination of Use	Each	\$ 3,316.06	\$ 3,316.00	7/1/2021
13	Development Agreement	Deposit	N/A	\$ 10,000.00	7/1/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
14	Development Agreement Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
15	Development Code Amendment	Deposit	N/A	\$ 2,000.00	7/1/2021
16	Development Plan Review - 5 acres or more	Each	\$ 24,846.74	\$ 17,914.80	8/21/2021
17	Development Plan Review - less than 5 acres	Each	\$ 21,465.84	\$ 11,913.15	8/21/2021
18	Development Plan Revision	Each	\$ 16,735.49	\$ 4,582.85	8/21/2021
19	Development Plan Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
20	Environmental Assessment/Negative Declaration	Each	\$ 3,155.59	\$ 3,155.00	7/1/2021
21	Environmental Impact Report	Deposit	N/A	\$ 10,000.00	7/1/2021
22	General Plan Amendment - Text	Deposit	N/A	\$ 5,000.00	7/1/2021
23	General Plan Amendment - Map	Deposit	N/A	\$ 7,500.00	7/1/2021
24	Historic Preservation - COA-Nonresidential	Each	\$ 4,677.04	\$ 1,533.75	8/21/2021
25	Historic Preservation - COA-Residential	Each	\$ 4,677.04	\$ 214.73	8/21/2021
26	Historic Preservation - COEH-Nonresidential	Each	\$ 6,846.51	\$ 2,045.00	8/21/2021
27	Historic Preservation - COEH-Residential	Each	\$ 6,846.51	\$ 268.92	8/21/2021
28	Historic Preservation - Removal from Eligibility List (No Charge)	Each	\$ 6,366.15	No Charge	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
29	Historic Preservation - Waiver	Each	\$ 42.96	\$ 42.50	7/1/2021
30	Historic Preservation - Landmark Designation (No Charge)	Each	\$ 12,025.51	No Charge	7/1/2021
31	Historic Preservation - Plaque	Actual Cost	Varies	Varies	7/1/2021
32	Inspection - Construction (3 inspections)	Each	\$ 5,342.05	\$ 613.50	8/21/2021
33	Inspection - Field (includes construction inspections in excess of 3)	Each	\$ 1,335.51	\$ 255.63	8/21/2021
34	Residential Mills Act ^A	Each	\$ 10,939.36	\$ 214.73	8/21/2021
35	Nonresidential Mills Act ^A	Each	\$ 10,939.36	\$ 669.74	8/21/2021
36	Large Family Daycare	Each	\$ 2,127.81	\$ 1,116.57	8/21/2021
37	Lodging House Permit	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
38	Massage Permits	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
39	Plan Check - 5 or more acres	Each	\$ 9,196.43	\$ 3,070.10	8/21/2021
40	Plan Check - less than 5 acres	Each	\$ 5,685.72	\$ 1,717.10	8/21/2021
41	Planned Unit Development	Deposit	\$ 20,926.28	\$ 10,225.00	8/21/2021
42	Planned Unit Development Amendment	Deposit	\$ 13,947.59	\$ 7,668.75	8/21/2021
43	Planning Area Plan	Deposit	N/A	\$ 7,500.00	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
44	Planning Director Review	Each	\$ 1,057.33	\$ 706.55	8/21/2021
45	Preliminary Plan Review	Each	\$ 4,207.14	\$ 4,203.00	7/1/2021
46	Public Hearing - City Council	Each	\$ 769.75	\$ 604.30	8/21/2021
47	Public Hearing - Development Advisory Board	Each	\$ 497.12	\$ 325.16	8/21/2021
48	Public Hearing - Planning Commission	Each	\$ 1,325.44	\$ 604.30	8/21/2021
49	Public Hearing - Zoning Administrator-Homeowner	Each	\$ 1,764.14	\$ 74.64	8/21/2021
50	Public Hearing - Zoning Administrator-Other	Each	\$ 1,764.14	\$ 584.87	8/21/2021
51	Sign Plan	Each	\$ 519.34	\$ 246.42	8/21/2021
52	Sign Program - administrative approval	Each	\$ 2,825.58	\$ 862.99	8/21/2021
53	Sign Program - planning commission approval	Each	\$ 3,059.86	\$ 2,934.58	8/21/2021
54	Specific Plan	Deposit	N/A	\$ 20,000.00	7/1/2021
55	Specific Plan Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
56	Specific Plan Minor Amendment	Deposit	N/A	\$ 620.00	7/1/2021
57	Temporary Sign Permit	Each	\$ 124.89	\$ 58.28	8/21/2021
58	Temporary Use Permit - interim uses	Each	\$ 2,757.54	\$ 838.45	8/21/2021
59	Temporary Use Permit - special event	Each	\$ 1,064.72	\$ 492.00	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
60	Tentative Parcel Map	Each	\$ 15,986.07	\$ 6,641.14	8/21/2021
61	Tentative Parcel Map Modification	Each	\$ 11,706.32	\$ 4,262.80	8/21/2021
62	Tentative Tract Map (Base)	Flat	\$ 18,403.54	\$ 9,805.78	8/21/2021
63	Tentative Tract Map (per lot)	Each	\$ 65.00	\$ 65.00	7/1/2021
64	Tentative Tract Map Modification	Each	\$ 12,681.18	\$ 3,125.78	8/21/2021
65	Tentative Tract/Parcel Map Time Extension	Each	\$ 7,378.97	\$ 1,227.00	8/21/2021
66	Variance - Administrative Exception or Minor	Each	\$ 3,978.78	\$ 2,451.96	8/21/2021
67	Variance - Homeowner	Each	\$ 3,978.78	\$ 309.82	8/21/2021
68	Variance - Other	Each	\$ 5,266.37	\$ 3,508.20	8/21/2021
69	Wireless Permit: Facilities in Public Rights-of-Way	Each	\$ 3,978.78	\$ 3,978.00	7/1/2021
70	Zone Change - 5 acres or more	Each	\$ 10,575.56	\$ 7,666.71	8/21/2021
71	Zone Change - Less than 5 acres	Each	\$ 9,194.99	\$ 7,497.99	8/21/2021
72	Zoning Administrator Review - Homeowner	Each	\$ 3,978.78	\$ 200.41	8/21/2021
73	Zoning Administrator Review - Other	Each	\$ 3,978.78	\$ 1,160.54	8/21/2021
74	Zoning/Land Use Verification Letter	Each	\$ 499.56	\$ 195.30	8/21/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
75	Notice of Exemption Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
76	Notice of Determination Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
77	Filing of a Negative/Mitigated Declaration	County Fee	N/A	\$ 2,404.75	7/1/2021
78	Filing of an Environmental Impact Report	County Fee	N/A	\$ 3,321.00	7/1/2021
79	Outside consultant or legal expenses	Actual Cost Plus 25% Admin. Fee	N/A	Varies	7/1/2021
80	Advanced Long Range Planning	Percent of all Building Permits & Planning Applications	\$ 914,960.12	5.00%	7/1/2021

Resolution No. 2004-065 (Entitlement Processing Fees excl. Mills Act)

^A Resolution No. 2005-115 (Mills Act Fees)

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

CPI Adjustment of 2.25% applied to select fees based on year-over-year change from Jan. 2020 to Jan. 2021 as measured by "Riverside-San Bernardino-Ontario Consumer Price Index"

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDA22-003-D, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND OTC OWNER, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR A DEVELOPMENT PLAN (FILE NO. PDEV22-014) TO CONSTRUCT 104 RESIDENTIAL UNITS AND UP TO 14,095 SQUARE FEET OF COMMERCIAL/OFFICE/RETAIL USES, ON APPROXIMETLY 2.04 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF ONTARIO VIA PIEMONTE AND VIA VILLAGIO WITHIN THE MIXED-USE SUBAREAS 11 OF THE PIEMONTE OVERLAY AT THE ONTARIO CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0210-204-38.

WHEREAS, OTC Owner, LLC, ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA22-003-D, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 2.04 acres of land, located at the southeast corner of Via Piemonte and Via Villagio. The project site within the proposed mixed-use Subarea 8 of the Piemonte Overlay at the Ontario Center Specific Plan, and is presently vacant; and

WHEREAS, in 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects; and

WHEREAS, the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) was certified on March 19, 1991, (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed in the Amendment to the Ontario Center Specific Plan (File No. 4059-SPA); and

WHEREAS, a Mitigated Negative Declaration was subsequently adopted on May 16, 2017, (hereinafter referred to as "MND"), in which development and use of the Project site was discussed in association with an Amendment to the Ontario Center Specific Plan (File No. PSPA16-003); and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the Certified EIR and adopted MND, an Addendum to the Certified EIR and MND (hereinafter collectively referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR and EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; 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 Planning Commission the responsibility and authority to review and make recommendations to the City Council on 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, A Development Plan Application (File No. PDEV22-014) to construct four mixed-use buildings totaling 63,655 commercial square feet and 694 dwelling units on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-Use land use district of the Piemonte Overlay of the Ontario Center Specific Plan, has been filed in conjunction with the Development Agreement Application; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the recommending body for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) ("Certified EIR"), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059-SPA, in combination with an Addendum to the Mitigated Negative Declaration, adopted by the Ontario City Council on May 17, 2017, in conjunction with File No. PSPA16-003. In addition, an EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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

SECTION 3: Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 du/ac) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

a. The Development Agreement applies to approximately 2.04 acres of land generally located southeast corner of Via Piemonte and Via Villagio; and

b. The Development Agreement establishes parameters for the development of a mixed-use project for Lot D, consisting of 104 residential units and up to 14,095 square feet retail uses, within the proposed Mixed-Use Subarea 11 of the Piemonte Overlay of the Ontario Center Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are

consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Piemonte Overlay of the Ontario Center Specific Plan; and

c. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

d. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

e. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

f. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were reviewed with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) prepared for the related Amendment to the Piemonte Overlay at the Ontario Center Specific Plan (File No. PSPA21-001). This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: Planning Commission Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA22-003-D) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: 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 8: 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 9: Certification to Adoption. The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA22-003-A

DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**OTC Owner, LLC
Lot D**

a Delaware limited liability company

(Development Agreement to follow this page)

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

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

Exempt from Fees Per Gov. Code §§ 6103 and 27383

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

**OTC Owner, LLC
Lot D**

a Delaware limited liability company

DEVELOPMENT AGREEMENT NO. PDA22-033-D

This Development Agreement (hereinafter “Agreement”) is dated as of July ____, 2022, for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation (hereinafter “City”), and OTC Owner, LLC, Lot D, a Delaware limited liability company (together with its successors and assigns, “Owner”):

RECITALS

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

WHEREAS, Owner has a leasehold interest in the Property pursuant to the Ground Lease; and

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

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

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

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

WHEREAS, on July ____, 2022, the City Council adopted Ordinance No. _____ approving this Agreement, and such ordinance became effective on _____, 2022; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement. On April 19, 2022, pursuant to Resolution No. 2022-034, the City Council reviewed and adopted an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearing House No. 89041009) dated March 2022 under City’s File No. PSPA21-001 (the “EIR Addendum”). The proposed Project is consistent with the EIR Addendum and no further environmental review is required; and

WHEREAS, on April 19, 2022, pursuant to Resolution No. 2022-035, the City Council approved the Piemonte Overlay at the Ontario Center Specific Plan Amendment - File No. PSPA21-001 (the “Specific Plan Amendment”); and

WHEREAS, this Agreement and the Project are consistent with the City’s Comprehensive General Plan and any specific plan applicable thereto; and

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Approval Date” means _____, 2022 the hearing date on which the City Council adopted the ordinance approving this Agreement.

1.1.3 “Certificate” shall have the meaning set forth in Section 6.4.

1.1.4 “Certificate of Performance” shall have the meaning set forth in Section 2.5.3.

1.1.5 “City” means the City of Ontario, California, a California municipal corporation.

1.1.6 “City Council” means the City Council of the City of Ontario.

1.1.7 “City Manager” means City’s City Manager or his or her designee.

1.1.8 “City Parties” shall have the meaning set forth in Section 9.2.

1.1.9 “City Response Delay” shall have the meaning set forth in Section 3.3.

1.1.10 “Completion” means the date on which all of the following has occurred (a) the Building Department of the City (in its capacity as the municipal authority) has issued (i) a temporary certificate of occupancy (or its equivalent) for the residential dwelling units within the Project and (ii) final sign off or its equivalent of the core and shell for the commercial space within the Project (but not the tenant improvements for such space) and (b) Owner has satisfied the conditions of the Development Approvals to the extent required in connection with the Project (as opposed to conditions required in connection with the development of the other Lots within the Phased Development) other than ongoing conditions that are not required to be satisfied prior to completion of the Project.

1.1.11 “Deferred DIF” shall have the meaning set forth in Section 4.2.2.

1.1.12 “Deferred DIF Repayment Date” shall have the meaning set forth in Section 4.2.2.

1.1.13 “Development Approval” or “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property whether Existing Development Approvals or Subsequent Development Approvals, including, but not limited to, the following:

(a) Amendment to the Piemonte Overlay at Ontario Center Specific Plan -File No. PSPA21-001;

(b) Development Plan Entitlement – File No. PDEV22-014;

(c) EIR Addendum;

(d) Development Agreement - File No. PDA22-003-D; and

(e) Amendment to the Piemonte Overlay Sign Program – File No. PSGP22-002.

1.1.14 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee, exaction, charge, assessment or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The rates as of the Approval Date for the Development Impact Fees that may apply to the Project are shown on Exhibit “C” attached hereto.

1.1.15 “Effective Date” means the date on which both of the following are true: (a) the ordinance approving this Agreement goes into effect; and (b) the Effective Date of the Ground Lease has occurred. Promptly after the Effective Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Effective Date and, thereafter, the Effective Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.16 “Existing Development Approvals” means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals are listed in the definition of “Development Approvals” above and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.17 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Approval Date, as modified by the Development Approvals.

1.1.18 “Final Non-Appealable Date” means the date Existing Development Approvals are final and non-appealable as set forth in the City Development Code and any applicable Laws and (ii) the applicable statute of limitations has expired under the California Environmental

Quality Act (Public Resources Code §21000 *et seq.*) and implementing Guidelines for CEQA (14 Cal. Code Regs. §15000 *et seq.*) with respect to the Addendum, in each case without the filing of any third party challenge, appeal, or lawsuit or, if filed, such challenge, appeal, or lawsuit has been resolved in a manner satisfactory to Owner. Promptly after the Final Non-Appealable Date occurs, the parties shall execute a joint memorandum or side letter confirming the final date of the Final Non-Appealable Date and, thereafter, the Final Non-Appealable Date shall be deemed to be the date agreed upon by the parties in such memorandum or side letter.

1.1.19 “Force Majeure Event(s)” shall have the meaning set forth in Section 11.11.

1.1.20 “General Plan” means the City’s Comprehensive General Plan adopted on January 27, 2010, by Resolution No. 2010-006, as may be amended as of the Approval Date.

1.1.21 “Ground Lease” means that certain Ground Lease by and between City and Owner dated on or about the Approval Date pertaining to the Property, as the same may be amended, modified, or supplemented from time to time.

1.1.22 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.23 “Lender Proposed Amendment” shall have the meaning set forth in Section 10.

1.1.24 “Lot” or “Lots” shall mean Lot A, B, C, or D, as the context may require, as shown on Exhibit “B” to this Agreement.

1.1.25 “Mortgagee” means any lender under any mortgage, deed of trust, or other security device securing financing with respect to the Owner’s then-current interest in the Property, and their successors and assigns.

1.1.26 “Non-Deferrable Fees” shall have the meaning set forth in Section 4.2.2.

1.1.27 “Owner” means the person or entity defined as such in the introductory paragraph of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.28 “Owner Parties” shall have the meaning set forth in Section 9.3.2.

1.1.29 “Phased Development” means the phased development and construction contemplated by Owner on the Property and each of the other “Owners” under the Related Development Agreements (as defined below) on Lots A, B, and C. The projects to be developed and constructed in the Phased Development include the Project and projects on Lots A, B, and C as follows:

Lot A - Development Plan Entitlement – File No. PDEV22-014;

Lot B - Development Plan Entitlement – File No. PDEV22-014; and

Lot C - Development Plan Entitlement – File No. PDEV22-014.

Lots A, B, and C are each also currently subject to a ground lease between the City and ground lease tenant of the applicable Lot which is being entered into concurrently with the Ground Lease in form and content similar to the Ground Lease. The City is also concurrently entering into a statutory development agreement with each of the ground lease tenants for Lots A, B, and C in form and content similar to this Agreement (the “Related Development Agreements”). It is currently contemplated that the Project will be developed and constructed as part of the Phased Development of the Property and Lots A, B, and C currently comprised of the following development as shown on Table 1 below:

Table 1: Maximum Development Density (Units) and Intensity (Based on Piemonte Overlay at the Ontario Center Specific Plan)					
DA File No's.	Approx. Acres	Lot	Subarea Area	Dwelling Units	Commercial (Square Feet)
PDA22-003-A	4.83	A	16	384	25,256
PDA22-003-B	1.69	B	17	112	20,802
PDA22-003-C	1.93	C	8	94	11,047
PDA22-003-D	2.04	D	11	104	14,095
Total	10.49			694	71,200

1.1.30 “Project” means the proposed development and construction on the Property (Lot D) of up to 14,095 square feet of commercial/office/ retail uses and 104 multi-family residential dwelling units, all as consistent with File No. PDEV22-014 (as the same may be modified by Owner from time to time in accordance with the Existing Development Approvals). The commercial/office/retail uses shall be those permitted or conditionally permitted within Section 3.2 *Allowed Uses* of The Piemonte at Ontario Center Specific Plan.

1.1.31 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property is referred to as Lot D on Exhibit B. The Property constitutes one parcel of the Phased Development. Lots A, B, and C comprise the remaining parcels of the planned Phased Development.

1.1.32 “Protected Lot” shall have the meaning set forth in Section 8.2.3.

1.1.33 “Related Development Agreement” shall have the meaning set forth in the definition of “Phased Development” above.

1.1.34 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.35 “Security Instrument” shall have the meaning set forth in Section 10.

1.1.36 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Piemonte Overlay at the Ontario Center Specific Plan,” as amended by the Specific Plan Amendment.

1.1.37 “Subsequent Development Approvals” means all Development Approvals obtained subsequent to the Approval Date in connection with development of the Property.

1.1.38 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Approval Date.

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

Exhibit “A” Legal Description of the Property

Exhibit “B” Map showing location of Property and the other Lots within the Phased Development

Exhibit “C” Development Impact Fees as of the Approval Date

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and if and to the extent commenced shall be carried out in accordance with the terms of this Agreement.

2.2 Ownership of Property. Owner represents and covenants that it is the owner of a leasehold interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) Owner provides at least 180 days written notice to City prior to expiration of the initial term;

(b) Owner is not then in uncured default of this Agreement (after notice and the expiration of any applicable cure periods); and

(c) if less than three (3) of the Lots in the Phased Development have achieved Completion, such extension must be approved by the City Manager in his or her reasonable discretion.

For the avoidance of doubt, any time limits that may otherwise apply to the Development Approvals absent this Development Agreement (including without limitation, any of the time limits imposed on approvals pursuant to Section 2.02.025A of the Ontario Development Code or any other the Land Use Regulations) shall not govern the Development Approvals or this Agreement and the term set forth in this Section 2.3 shall control.

2.4 Assignment.

2.4.1 Right to Assign. Owner shall have the right to sell, transfer, or assign its interest in the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) Any such sale, transfer, or assignment is done in compliance with the Ground Lease if such Ground Lease is then in effect;

(b) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or substantially all of Owner's leasehold or fee interest (as applicable) in the Property;

(c) Prior to any such sale, transfer, or assignment, Owner shall notify City's City Manager, in writing, of such sale, transfer, or assignment and shall provide City with: (1) an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement with

respect to the portion of the Property so sold, transferred, or assigned; and (2) the payment of the applicable processing charge to cover the City's review and consideration of such sale, transfer, or assignment; and

(d) Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement.

Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (c) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer, or assignment that is not made in compliance with this Subsection 2.4.1. Notwithstanding any contrary provision of this Agreement, the Owner of the Property shall not have any liability hereunder with respect to any other Lot and a default by the Owner of one Lot shall not impact the rights and obligations of the Owner of any other Lot.

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

(a) such transferring owner no longer has a legal or equitable interest in the portion of the Property sold, transferred, or assigned;

(b) such transferring owner is not then in default under this Agreement (after notice and the expiration of any applicable cure periods), in which case such transferring owner shall remain liable for such default but not any future defaults by the assignee after the date of the transfer; and

(c) such transferring owner has provided City with the notice and executed agreement required under Paragraph (c) of Subsection 2.4.1 above.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.4 For the avoidance of doubt, this Section 2.4 does not apply to assignments or transfers of this Agreement to Mortgagees or their initial transferees after a foreclosure, deed in lieu, or similar action permitted under the mortgage, deed of trust, or other security device securing financing with respect to the Owner's interest in the Property.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda.

2.5.1 Amendment or Cancellation. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section

65868. Any amendment of this Agreement, which amendment has been requested by Owner, shall be considered by the City only upon the payment of the applicable processing charge. The City hereby agrees to grant priority processing status to any request(s) to amend this Agreement made by Owner. This provision shall not limit any remedy of City or Owner as provided by this Agreement. Either party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the City initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, City shall first give notice to the Owner of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.2 Operating Memoranda.

The provisions of this Agreement require a close degree of cooperation between the City and Owner and development of the Project hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of the City and Owner. If and when, from time to time, during the term of this Agreement, the City and Owner agree that such clarifications are necessary or appropriate, the City and Owner shall effectuate such clarifications through operating memoranda approved by the City and Owner, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by the City and Owner. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall be authorized to make the determination on behalf of the City whether a requested clarification may be effectuated pursuant to this Section 2.5.2 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of the City without further Planning Commission or City Council action.

2.5.3 Certificate of Performance.

Upon Completion of the Project or upon the earlier revocation or termination of this Agreement, the City shall provide Owner, upon Owner’s request, with a statement (“Certificate of Performance”) evidencing such completion, revocation, or termination of this Agreement, and the release of Owner from further obligations hereunder with respect to the Property except with respect to the obligations which expressly survive such termination pursuant to Sections 3.9 (Rent Control), 4.2.2 (Development Impact Fees), 9 (Third Party Litigation) and 11.22 (Attorneys’ Fees). The Certificate of Performance shall be signed by the appropriate agents of Owner and the City and shall be recorded with the County Recorder. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3;
or

(b) Completion of the Project to be developed and constructed on the Property in accordance with the terms of this Agreement.

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

2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to City:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to Owner:
OTC Lot D Owner, LLC
c/o Adept Urban
388 Cordova Street, #280
Pasadena, CA 91101
Attention: Patrick Chraghchian; Robert
Montano
Email:patrick@adept-dev.com;
robert.m@adept-dev.com

with a copy to:
Ruben Duran, City Attorney
Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Munger, Tolles & Olson LLP
350 S. Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Misty M. Sanford, Esq.
Email: misty.sanford@mto.com

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Development of the Project; Rights to Develop.

3.1.1 Development of the Project. In consideration of the premises, purposes, and intentions set forth in this Agreement, and in consideration of the assurances for development of the Project pursuant to this Agreement, Owner agrees to develop the Project in accordance with: (i) the terms and conditions of this Agreement; (ii) the terms and conditions established in the Development Approvals; and (iii) the Existing Land Use Regulations. Owner further agrees that the use, density and intensity, maximum height and size of structures and provisions for the Property reservation and dedication of land for public purposes related to the Property shall be limited to those uses permitted by the Existing Land Use Regulations. The Project shall be developed in accordance with the Development Approvals. The Project shall be constructed in compliance with all applicable building codes and standards, as such may be modified from time to time.

3.1.2 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Project in accordance with the Existing Land Use Regulations, subject to the terms and conditions of this Agreement and the conditions established in the Development Approvals. The Project shall remain subject to all Development Approvals required to complete the Project. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Existing Land Use Regulations.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which the Phased Development will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop (without the obligation) the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. Notwithstanding the foregoing, subject to (a) Force Majeure Events, (b) up to three one-year extensions of time (provided, however, that (i) only the first one-year extension may be requested by Owner unilaterally and thereafter such extensions must be approved by the City Manager and (ii) such extensions shall not apply to the first milestone (i.e., submission of the building application) for the first of the Lots of the Phased Development to be developed) and (c) any extensions of entitlements or permits granted by any governmental authority on a statewide, citywide or countywide basis, Owner shall achieve the following milestones in accordance with the following schedule:

	Event	Date
1.	Submission by Owner of building permit application to the City for the Project	On or before one hundred eighty (180) days following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase.
2.	Commencement of Construction of the Project	On or before two (2) years following the date a final Certificate of Occupancy is issued with respect to the building(s) of the immediately prior phase; provided, however

		<p>Commencement of Construction shall occur within 6 months of the Commencement of Construction of Lot C.</p> <p>In order to achieve this milestone, City agrees to complete its review of (a) Owner’s initial plan check submission within twenty-one (21) days after receipt of such initial submission by City (provided, however, prior to such submission Owner and the City shall meet to review the proposed application), and (b) any additional submissions required to obtain the required permits for the project within fourteen (14) days following receipt of such additional submissions by City. There shall be a day-for-day extension of this Commencement of Construction milestone if the City fails to timely respond to such submissions within the time periods set forth above (each, a “<u>City Response Delay</u>”).</p>
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3.4 Requirement for Public Infrastructure Improvements. Owner shall comply with any conditions of the Development Approvals with respect to providing public infrastructure improvements or facilities, if any, to the extent required in connection with the Project (as opposed to the other Lots within the Phased Development).

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City’s reasonable discretion, a change to the Existing Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

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

(b) Increase the density or intensity of use of the Property as a whole; (other than in de minimis amounts); or,

(c) Increase the maximum height and size of permitted buildings (other than in de minimis amounts); or,

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

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

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations, and policies upon the Owner, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by City to cover its actual costs of processing applications for, or monitoring compliance with, any development approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City in writing;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, and any other matter of procedure;
- (c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City; provided however that, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement or Existing Land Use Regulations but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety; and are generally applicable on a citywide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes, pandemics and similar acts of God);
- (e) Reserved;
- (f) Regulations to which the Owner consents in writing.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Approvals and the Existing Land Use Regulations, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Approvals and the Existing Land Use Regulations.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Approval Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce or comply with as determined by Owner. In the event Owner alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Owner may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If Owner is required by any Development Approval to construct any public works facilities which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, Owner shall perform such work to the construction standards that would be applicable to City or such other public agency should it have undertaken such construction.

As a condition of development approval, Owner shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, Owner shall contract with the City for City-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the City.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies. City agrees to cooperate fully, at no material out-of-pocket cost to City, with Owner in obtaining any required permits or compliance with the

regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations, or policies of the City.

3.9 Rent Control. Notwithstanding anything to the contrary in this Agreement, City agrees that, to the extent permitted by applicable law, City shall not apply any rent control or other renter protections or other moratoria or interim control ordinance against the Property or the Project. The foregoing covenant shall survive the expiration of this Agreement indefinitely and shall be in effect unless this Agreement is terminated for any reason other than a termination due to the Completion of the Project.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by Owner. The amounts for Development Impact Fees established or imposed by the City to be paid by Owner shall be the amounts that are in effect as of the Approval Date, which are shown on Exhibit “C” attached hereto, and Development Impact Fees established or imposed by other public agencies to be paid by Owner shall be the amounts that are in effect at the time such fees are due and payable during the development process. Nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by City to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by City. Notwithstanding the foregoing, the amounts imposed by the City to be paid by Owner for the following Development Impact Fees may be those in effect at the time such fees are due and payable (subject to the right to deferment set forth in Section 4.2.2 below), so long as such amounts do not increase by more than five percent (5%) over the amount of such rates in effect as of the Approval Date: processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

4.2.2 Time of Payment.

(a) Owner shall have the right to elect (but is not obligated) to amortize the payment of up to fifty percent (50%) of the total amount of Development Impact Fees due and payable for the Project (the amount so elected, the “Deferred DIFs”) over a period of thirty (30) years commencing from the Deferred DIF Repayment Date at an annual 3 percent (3%) simple interest rate. As used herein, “Deferred DIF Repayment Date” means the date of issuance of a temporary or other certificate of occupancy for the residential component of the Project. The parties understand and agree that the Development Impact Fees established or imposed by other public agencies that are not controlled by City even if such Development Impact Fees may be collected by City (including without limitation, if applicable, the IEUA Sewer Connection Fee, Ontario-Montclair School District (K-12) Fees, Cucamonga School District and Chaffey Joint Union High School Fees) (collectively, the “Non-Deferrable Fees”) must be paid when and as required in their standard course and schedule and may not be deferred hereunder; provided, however, the amount of such Non-Deferrable Fees may be included in the calculation of the total amount of Development Impact Fees due and payable for the Project for

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purposes of calculating the fifty percent (50%) amount that Owner may elect to include as Deferred DIFs.

(b) Owner agrees that, commencing upon the Deferred DIF Repayment Date, Owner shall pay to the City, on the 1st day of the next following month and each and every successive month for three hundred sixty (360) consecutive months, an amount equal to the amortized principal and interest of the actual amount of the Deferred DIFs amortized over thirty (30) years at an annual 3 percent (3%) simple interest rate. By way of example only, if the Deferred DIFs equal \$4,5000,000, the monthly payment to be made to the City would be \$18,972. The entire unpaid principal balance of the amortized Deferred DIFs and any accrued but unpaid interest shall be immediately due and payable to the City upon any of the following events: (1) the termination of this Agreement other than a termination due to the Completion of the Project; (2) any uncured default by Owner with regard to repayment of the amortized Deferred DIFs to the City (if such amounts have not been paid to the City within five (5) business days of Owner's receipt of written notice from the City); or (3) any sale, transfer or assignment of all or substantially all of the Owner's leasehold or fee interest (as applicable) in the Property that is not approved by the City in advance (which such approval shall not be unreasonably withheld, conditioned or delayed). Any monthly payment or portion thereof not paid to the City as and when due under the terms of this Agreement shall accrue interest from the date on which such payment was due at the rate of ten percent (10%), and if not paid within the five (5) business day cure period described above, City may file a lien against the Property for such delinquent amounts including any accrued and unpaid interest. All payments under this Subsection will be applied first to penalties and late fees, then to interest, then to reduce the principal amount owed. The Deferred DIFs and any accrued but unpaid interest may be pre-paid to the City at any time without any pre-payment penalty.

(c) The Deferred DIF payment obligation shall be a covenant running with the land and shall survive the expiration or early termination of this Agreement indefinitely until the Deferred DIFs are paid in full in accordance with this Agreement.

(d) Any Development Impact Fees that are not a Deferred DIF shall be paid when and as required in their standard course and schedule.

4.3 Reserved.

4.4 Reserved.

4.5 Schools Obligations. Owner shall satisfy its school obligations with the applicable school district by paying school impact fees. Written evidence of approval by the applicable school district that Owner has met its school obligations may be required by the City as the condition to the issuance by the City of any building permits for the Project.

4.6 Reserved.

4.7 Reserved.

4.8 Reserved.

4.9 Maintenance of Open Space. Owner shall provide for ongoing maintenance of all park, common areas, and open space areas within the Project as may be set forth in the Development Approvals.

4.10 Intentionally Omitted.

4.11 Compliance with Public Benefits Requirements. In the event Owner fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, Owner shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies permitted under this Agreement, including, without limitation, the right of the City to withhold Owner's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. [RESERVED]

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The City shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the Owner with the terms of this Agreement in accordance with Section 65865.1 of the California Government Code. Upon completion of the City's review, City shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of City's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his/her designee. Owner shall be responsible for paying any processing charge in connection with each such annual review, if any, provided that such charge shall be generally consistent with the cost charged for annual reviews for other development agreements to which the City is a party.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;
- (2) Affirmative vote of at least four (4) members of the Planning Commission; or
- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the City intends to undertake a special review of this Agreement to the Owner. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission. The cost of any such special review shall be borne by the City, unless such a special review demonstrates that Owner is not

acting in good-faith compliance with the provisions of this Agreement, in which case Owner shall reimburse the City for all costs incurred by the City in connection with such special review.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the Owner must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the Owner.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the Owner has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the Owner has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission shall specify in writing the respects in which Owner has failed to so comply. The City shall provide Owner with written notice of such noncompliance, together with a written specification of the reasons therefor. Such written notice shall also specify a reasonable time for Owner to cure such non-compliance, which time shall be not less than thirty (30) days after Owner's receipt of such notice.

(c) The Owner may appeal a determination pursuant to paragraph (b) in accordance with the City's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Termination. If, upon a finding under Section 6.1.6(b), the City determines to proceed with termination of this Agreement, the City shall give notice to the property Owner of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the City proposes to terminate this Agreement; and

(c) Other information that the City considers necessary to inform the Owner of the nature of the proceeding.

6.3 Hearing on Termination. At the time and place set for the hearing on termination, the Owner shall be given an opportunity to be heard. The Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds, based upon substantial evidence in the administrative record, that the Owner has not complied in good faith with the

terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon written request by Owner, issue a Certificate of Agreement Compliance (“Certificate”) to Owner stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General; Waiver of Monetary Damages. It is acknowledged by the parties that, subject to and without limiting the Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below, neither party would have entered into this Agreement if it were to be liable in monetary damages under this Agreement, or with respect to this Agreement or the application thereof. The parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages that would adequately compensate Owner for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the parties agree that each of the parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that neither party shall be liable in monetary damages to the other party, or to any successor in interest of such other party, or to any other person, and each party covenants not to sue for monetary damages or claim any monetary damages:

8.1.1 For any breach of this Agreement or for any cause of action which arises out of this Agreement (other than in connection with Development Impact Fees in Section 4.2, indemnities in Sections 9.2, 9.3 and 9.4 below and the award of attorneys’ fees under Section 11.22 below); or

8.1.2 For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

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

8.1.4 The parties understand and agree, however, that nothing in this Section 8.1 shall prohibit, restrict or otherwise affect the rights of a party to seek monetary damages as a result of any default by the other party under any other agreement entered into by the parties with respect to the Property and the Project, including without limitation the Ground Lease, if and to the extent such other agreements allow for monetary damages. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses either party may otherwise have with respect to claims for monetary damages.

8.2 Default by Owner. In the event that Owner does not perform its obligations under the Agreement in a timely manner, subject to the limitations in Section 8.1, the City shall have all rights and remedies provided herein which shall include (a) the right to compel specific performance of the obligations of Owner under this Agreement or (b) termination of this Agreement, provided that the City has first complied with the procedures set forth in this Section 8.2 and in Section 8.5 below. If City elects to proceed under clause (b) with termination of this Agreement, the following shall apply:

8.2.1 If after the applicable cure period has elapsed, the City Manager finds and determines that Owner remains in default, the City Manager shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Owner has not cured the applicable default pursuant to this Section, and that the City should terminate this Agreement, Owner shall be entitled to appeal that finding and determination to the City Council in accordance with the procedure in Section 6.1.6(c) above. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity, and

8.2.2 City may terminate this Agreement after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal period in accordance with the procedure described in Section 6.1.6(c) above, relating to the defaulting party's rights and obligations.

8.2.3 City's Limited Cross Termination Right. If City terminates this Agreement in accordance with the procedures set forth herein as a result of a failure of Owner to achieve any of the milestones required pursuant to Section 3.3 above, City shall have the right to simultaneously terminate the Related Development Agreement(s) affecting the Lot(s) within the Phased Development for which none of the milestones under Section 3.3 of the applicable Related Development Agreement(s) have been achieved and for which a standard construction loan from an unrelated third party ("Loan") has not been executed for the development of such Lot(s). For example, if the owner of any Lot in the Phased Development (including the Property) has executed a Loan for the development of such Lot or any of the milestones under Section 3.3 of the applicable Related Development Agreement have been achieved with respect to such Lot (a "Protected Lot"), then the termination of this Agreement or the Related

Development Agreement for any other Lot shall not affect the Related Development Agreement of such Protected Lot and City shall not have any right hereunder to terminate such Related Development Agreement under this Section 8.2.3.

8.3 Default by City. In the event the City defaults under the provisions of this Agreement, subject to the limitations set forth in Section 8.1 above, Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Owner has first complied with the procedures in Section 8.5 below.

8.4 Release. Subject to and without limiting the indemnity in Section 9.3 below, except for nondamage remedies, including the remedy of specific performance, each party, for itself, its successors and assignees, hereby releases the other party, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

8.5 Notice and Cure. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of written notice from the other party, identifying with specificity those obligations of the defaulting party which have not been performed, constitutes a default under this Agreement; provided, however, if such failure or delay cannot reasonably be cured within such thirty (30) day period, no default shall be deemed to have occurred hereunder if the party committing such failure or delay commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence but (a) with respect to the City only in no event later than sixty (60) days after receipt of written notice from the Owner and (b) with respect to Owner only in no event later than one hundred eighty (180) days after receipt of written notice from City. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default.

8.6 Ground Lease and Other Agreements Not Affected. This Section 8 shall not be deemed to implicate, modify, or affect in any way any provisions in the Ground Lease or any other agreement entered into by the parties with respect to the Property and the Project.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, as such General Plan exists as of the Approval Date, and that the General Plan meets all requirements of law. City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Project as the result of a judicial determination that on the Approval Date, or at any time

thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. Subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), at its expense, including attorneys' fees, indemnify, and hold harmless City and its officers and employees (collectively, the "City Parties") from any claim, action or proceeding against the City Parties to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

Nothing in this Section 9 or any other indemnification provision included as a condition to any of the Development Approvals shall be construed to mean that Owner or City shall indemnify, hold any of the City Parties or Owner Parties, as applicable, harmless and/or defend any of the City Parties or Owner Parties, as applicable, from any claims arising from (a) as to Sections 9.3.1 and 9.4 only, any of the City Parties' or Owner Parties', as applicable, violation of law, or (b) as to all such indemnities other than the indemnity set forth in Section 9.3.2, (i) any of the City Parties' or Owner Parties', as applicable, breach of contractual obligations to third parties or (ii) the gross negligence or willful misconduct of any of the City Parties or Owner Parties, as applicable.

9.3 Indemnity.

9.3.1 Owner. In addition to the provisions of 9.2 above, subject to and without limiting the indemnity in Section 9.3.2 below, Owner shall defend (with counsel chosen by Owner and approved by City, which such approval shall not be unreasonably withheld, conditioned or delayed), indemnify, and hold harmless the City Parties from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), based or asserted upon any act or omission of Owner or its officers or employees for property damage, bodily injury, or death (Owner's employees included) arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, and operation the Project. The City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if any of the City Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City Parties.

9.3.2 City. City agrees to indemnify, defend (with counsel chosen by City and approved by Owner, which such approval shall not be unreasonably withheld, conditioned or delayed), and hold harmless Owner, American General Design, Inc. (dba Adept Development), a

California corporation and Povac Investments, Inc., a California corporation and each of their respective officers and employees (collectively, the “Owner Parties”) from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys’ fees, disbursements and court costs and all other professional or consultant’s expenses) arising from any governmental agency stopping or delaying construction or occupancy of the Project after the “Commencement of Construction” (as defined below) as a result of City’s failure to pay any amounts imposed by the State of California (if any) pursuant to California Government Code Sections 54220 through 54234 in connection with the City’s disposition of the Property to Owner. Owner shall promptly notify City of any such stoppage or delay, and Owner shall cooperate in the defense. If Owner fails to promptly notify Owner of any such stopped or delay, or if any of the Owner Parties fail to cooperate in the defense as finally determined by a court or arbitrator of competent jurisdiction, City shall not thereafter be responsible to defend, indemnify, or hold harmless the Owner Parties. For purposes of this Section 9.3.2, the term “Commencement of Construction” shall mean that both of the following have occurred: (a) construction of a building has commenced pursuant to and in accordance with a building permit issued by the City, City-approved final construction drawings, the Existing Land Use Regulations, the Development Approvals, and all applicable laws; and (b) Owner has expended at least \$5,000 in labor and materials for such construction. For purposes of this definition only, “construction” shall mean construction of improvements permanently fixed to the site (e.g., a foundation or similar), including, without limitation, utilities, public or private streets, public or private site improvements, landscaping or ancillary structures such as block walls, trash enclosures, and any grading, excavation, demolition, grubbing, or other site preparation.

9.4 Environment Assurances. Owner shall defend (with counsel chosen by Owner), at its expense, including attorneys’ fees, indemnify, and hold harmless the City Parties from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, and/or independent contractors for any violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property that were not present prior to the date that Owner took possession of the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including reasonable attorneys’ fees, the City Parties in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

9.5 Reserved.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement for a period of two (2) years after such termination, except to the extent such indemnification relates to any third party claims, in which event such indemnification shall survive until the expiration of any applicable statute of limitations.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner’s sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing

with respect to the Property (“Security Instrument”). City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees to cooperate in including in this Agreement by suitable amendment from time to time any provision that may reasonably be requested by any proposed Mortgagee for the purpose of allowing such Mortgagee reasonable means to protect or preserve a lien and security interest of its Security Instrument, as well as such other documents containing terms and provisions customarily required by Mortgagees (taking into account the customary requirements of their participants, syndication partners or rating agencies) in connection with any such financing (a “Lender Proposed Amendment”). The City agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate a Lender Proposed Amendment; provided, however, that any such Lender Proposed Amendment shall not in any way materially adversely affect any rights of the City under this Agreement. If there is any conflict between this Article 10 and any other provisions contained in this Agreement, this Article 10 shall control. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of sixty (60) days after Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary, not to exceed one hundred eighty (180) days, to remedy such default, provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the default is cured.

(d) Any Mortgagee who takes title of the Property, or any part thereof, pursuant to foreclosure trustee's sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement, provided that any such Mortgagee, including its affiliate, that takes title to the Property shall be entitled to all of the benefits arising under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner’s obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall

continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer, or assignment after the initial sale, transfer, or assignment by any Mortgagee shall be subject to the provisions of Section 2.4 of this Agreement.

(e) If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Owner, the times specified in Section clause (c) above, shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

(f) If this Agreement is terminated by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for Owner or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this clause (f).

(g) The City shall, at any time and within thirty (30) days following the written request of a Mortgagee, but not more often than annually, certify in writing to such Mortgagee that (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments and modifications, and (c) to the actual knowledge of City with no duty to investigate, Owner is not in default in the performance of its obligations under this Agreement or, if in default, to describe therein the nature and extent of any such default. Any such estoppel certificate shall be administratively issued by the City Manager or his/her representative or designee.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the City executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the City terminates this Agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder. A failure to record the Agreement in a timely fashion shall not impact its effectiveness to the extent permitted by applicable law.

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, in the event the provision regarding the payment of Deferred DIFs set forth in Section 4.2.2 of this Agreement is determined to be invalid, void or unenforceable, the parties shall enter into a separate written agreement for the repayment of such Deferred DIFs consistent with Section 4.2.2.

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

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

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

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

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

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

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns, except that the Owner Parties and City Parties are third party beneficiaries of the indemnities in Section 9. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, insurrection, riots, civil unrest, acts of terrorism or similar hostilities, strikes, boycotts, lock-outs, and other labor difficulties beyond the party's control (including the party's employment force), inability to procure services, labor or materials not related to the price thereof, failure of electric power, governmental actions, governmental laws, regulations or restrictions, third party litigation or administrative proceedings, actual or

threatened public health emergency (including epidemic, pandemic, famine, disease, plague, quarantine, and other public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Owner, its agents, contractors or its employees from accessing the Property, national or regional emergency), declaration of a state or national emergency, casualties, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Property from being developed or operated in accordance with this Agreement, or other reasons beyond the reasonable control of the party (individually a “Force Majeure Event” or collectively, “Force Majeure Events”). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be automatically extended for the period of time that such events prevented such performance, provided that the extensions of the term of this Agreement solely as a result of one or more Force Majeure Events shall not exceed a period of more than five (5) years in the aggregate.

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

11.13 Successors in Interest; Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof. In any event, no owner or tenant of an individual completed residential unit within the Project shall have any rights under this Agreement.

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

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

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

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

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

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

11.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. Owner shall pay to City all reasonable costs incurred by City in connection with the issuance of estoppel certificates under this Section 11.20 prior to City's issuance of such certificates.

11.21 Authority to Execute. Each party represents and warrants that the person or persons executing this Agreement on behalf of such party has the authority to execute this

Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations hereunder.

11.22 Attorneys' Fees. In the event of any action between the City and Owner for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

“Owner”

OTC Lot D Owner, LLC
a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

“CITY”

City OF ONTARIO

By: _____
Scott Ochoa
City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

Kane, Ballmer & Berkman, City Special
Counsel

ACKNOWLEDGEMENT

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, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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 _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____, who proved to me on the basis of satisfactory evidence to be the person 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, 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 _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

APN NO. 0210-204-39

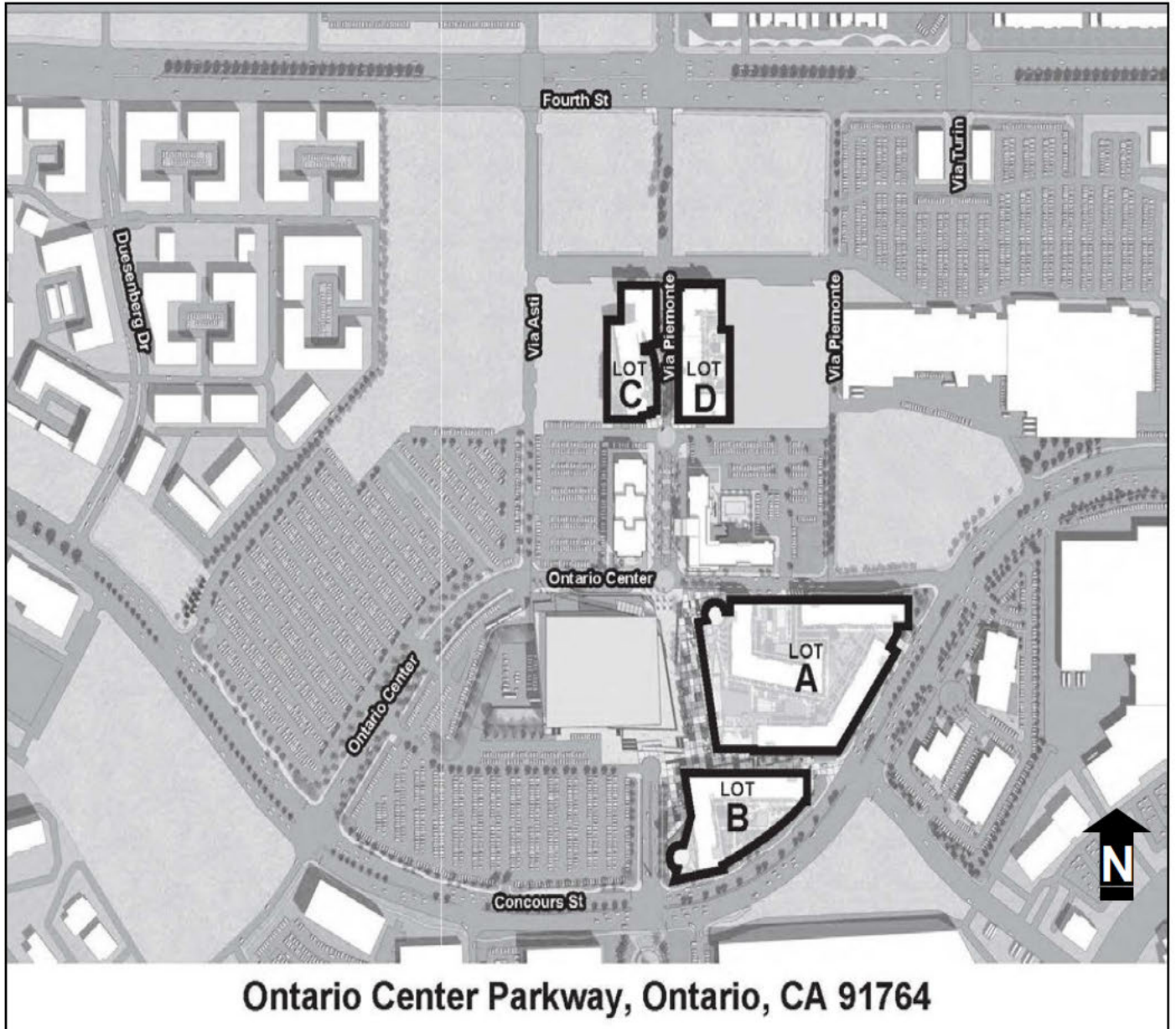
BEING A PORTION OF PARCEL 23, PARCEL MAP NO. 17550, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 216, PAGE(S) 7 THROUGH 20, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 23, AS SHOWN ON SAID PARCEL MAP;
THENCE NORTH 00°37'30" EAST, ALONG THE WEST LINE OF SAID PARCEL 23, 430.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 23;
THENCE SOUTH 89°22'30" EAST, ALONG THE NORTH LINE OF SAID PARCEL 23, 515.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 23;
THENCE, SOUTH 00°37'30" WEST, ALONG THE EAST LINE OF SAID PARCEL 23, 31.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 31.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID PARCEL 23;
THENCE, ALONG SAID PARALLEL LINE NORTH 89°22'30" WEST 351.45 FEET;
THENCE SOUTH 00°37'22" WEST 116.97 FEET;
THENCE NORTH 89°59'51" EAST 29.41 FEET;
THENCE, SOUTH 00°00'06" EAST 282.37 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 23;
THENCE NORTH 89°22'30" WEST, ALONG SAID SOUTH LINE, 196.05 FEET TO THE POINT OF BEGINNING;

SAID LAND IS SHOWN AS PARCEL C OF LOT LINE ADJUSTMENT NO. LLA 17-008 RECORDED SEPTEMBER 7, 2017, AS INSTRUMENT NO. 2017-0370546, OFFICIAL RECORDS.

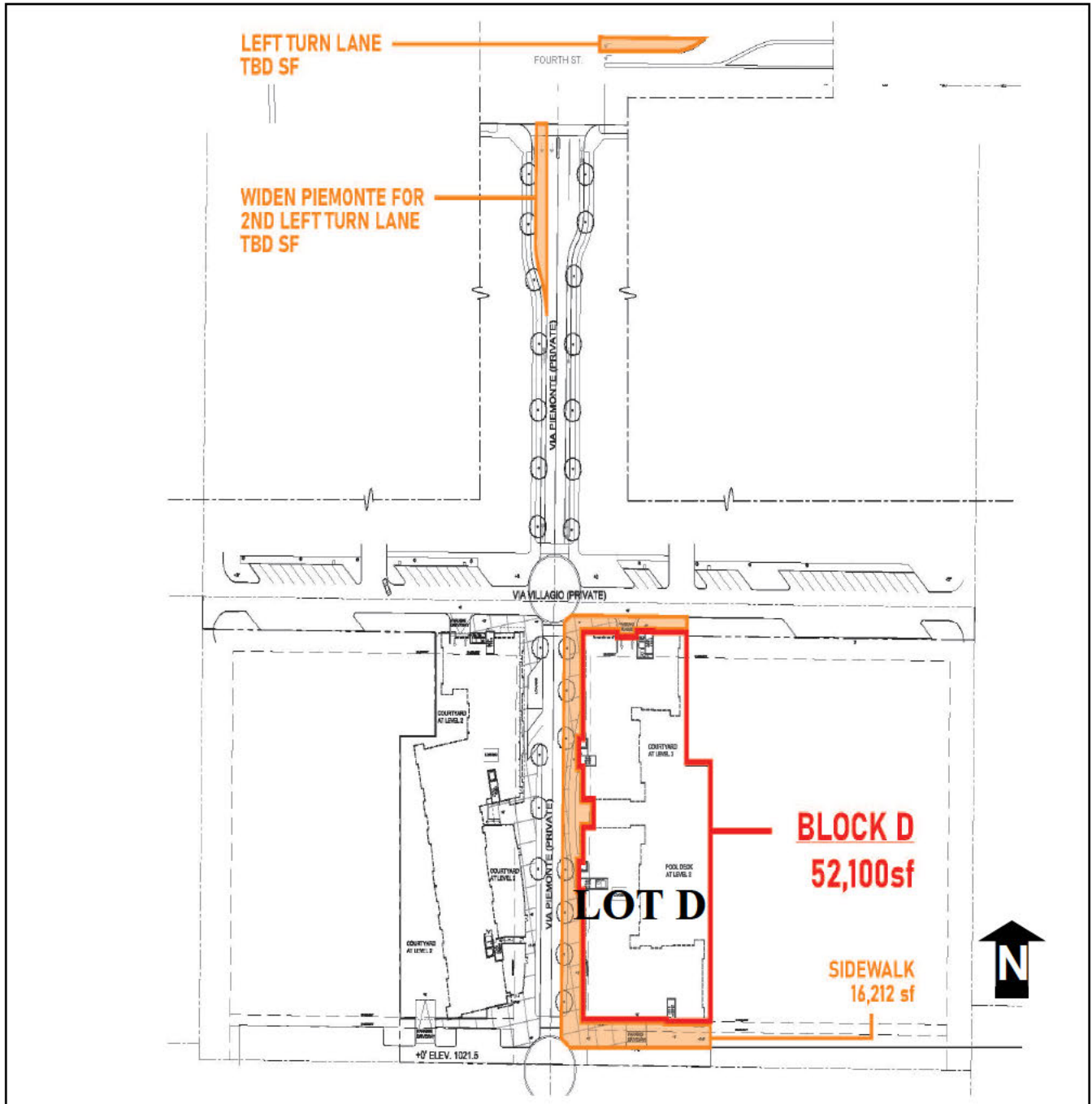
EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



**EXHIBIT "B" CONTINUED
TO DEVELOPMENT AGREEMENT**

Map showing Property and its location



**EXHIBIT “C”
TO DEVELOPMENT AGREEMENT**

Development Impact Fees as of the Approval Date

(Development Impact Fees to follow this page)

Exhibit C



FY 2021-22 Citywide Fee Schedule

(Fees, Fines & Charges)

*Component of the FY 2021-22 Budget
Adopted June 21, 2021 (Resolution No. 2021-062)*

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II. - Community Life & Culture

Section 5. Housing Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Housing Fees					
1	Base Affordable Housing Monitoring Fee*	Base	\$ 747.68	\$ 747.00	7/1/2021
2	Per Unit Affordable Housing Monitoring Fee*	Per unit	\$ 107.94	\$ 107.00	7/1/2021
3	Loan Payoff Process Fee - without equity share	Each	\$ 251.11	\$ 251.00	7/1/2021
4	Loan Payoff Process Fee - with equity share	Each	\$ 400.39	\$ 400.00	7/1/2021
5	Preparation of Full Reconveyance	Each	\$ 248.13	\$ 248.00	7/1/2021

** Affordable Housing Monitoring Fee does not apply to bond-funded projects.*

Note: Loan Payoff and Reconveyance fees may be waived if individuals are under financial hardship.

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

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FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges



III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Plan Check Fees					
1	Building Plan Check Fee	% of Permit	N/A	80.00%	7/1/2021
2	Building Plan Check for track housing or duplicate building	% of Permit	N/A	40.00%	7/1/2021
3	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Less than \$1 million	N/A	50.00%	7/1/2021
4	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$1 and \$5 million	N/A	40.00%	7/1/2021
5	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$5 and \$10 million	N/A	30.00%	7/1/2021
6	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$10 and \$20 million	N/A	20.00%	7/1/2021
7	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Greater than \$20 million	N/A	10.00%	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Building Permit Fees					
8	Building Permit - Base Fee (\$1-\$500)	Valuation: \$1 to \$500	N/A	\$ 23.50	7/1/2021
9	Building Permit - Base Fee (\$501-\$2000)	Valuation: \$501 to \$2,000	N/A	\$ 23.50	7/1/2021
10	Building Permit Fee (Each additional \$100, or fraction thereof, up to and including \$2000)	Each additional \$100, or fraction thereof, up to and including \$2,000	N/A	\$ 3.05	7/1/2021
11	Building Permit - Base Fee (\$2001-\$25,000)	Valuation: \$2,001 to \$25,000	N/A	\$ 69.25	7/1/2021
12	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$25,000)	Each additional \$1,000, or fraction thereof, up to and including \$25,000	N/A	\$ 14.00	7/1/2021
13	Building Permit - Base Fee (\$25,001-\$50,000)	Valuation: \$25,001 to \$50,000	N/A	\$ 391.25	7/1/2021
14	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$50,000)	Each additional \$1,000, or fraction thereof, up to and including \$50,000	N/A	\$ 10.10	7/1/2021
15	Building Permit - Base Fee (\$50,001-\$100,000)	Valuation: \$50,001 to \$100,000	N/A	\$ 643.75	7/1/2021
16	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$100,000)	Each additional \$1,000, or fraction thereof, up to and including \$100,000	N/A	\$ 7.00	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
17	Building Permit - Base Fee (\$100,001-\$500,000)	Valuation: \$100,001 to \$500,000	N/A	\$ 993.75	7/1/2021
18	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$500,000)	Each additional \$1,000, or fraction thereof, up to and including \$500,000	N/A	\$ 5.60	7/1/2021
19	Building Permit - Base Fee (\$500,001-\$1,000,000)	Valuation: \$500,001 to \$1,000,000	N/A	\$ 3,233.75	7/1/2021
20	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$1,000,000)	Each additional \$1,000, or fraction thereof, up to and including \$1,000,000	N/A	\$ 4.75	7/1/2021
21	Building Permit - Base Fee (Greater than \$1,000,001)	Valuation: \$1,000,001 and up	N/A	\$ 5,608.75	7/1/2021
22	Building Permit Fee (Each additional \$1,000 or fraction thereof, greater than \$1,000,001)	Each additional \$1,000, or fraction thereof	N/A	\$ 3.65	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Misc. Standard Building Permits					
23	Kitchen Remodel (non-structural)	Each	\$ 258.99	\$ 258.00	7/1/2021
24	Bathroom Remodel	Each	\$ 129.50	\$ 129.00	7/1/2021
25	Demolition - Entire Structure	Valuation	N/A	Varies	7/1/2021
26	Patio Covers - Solid	Valuation	N/A	Varies	7/1/2021
27	Patio Covers - Lattice	Valuation	N/A	Varies	7/1/2021
28	Patio Covers - Enclosures	Valuation	N/A	Varies	7/1/2021
29	Pole Bases	Valuation	N/A	Varies	7/1/2021
30	Roofing	Valuation	N/A	Varies	7/1/2021
31	Storage Sheds	Valuation	N/A	Varies	7/1/2021
32	Stucco	Valuation	N/A	Varies	7/1/2021
33	Swimming Pools/Spas	Valuation	N/A	Varies	7/1/2021
34	Tenant Improvements - With Ceiling	Valuation	N/A	Varies	7/1/2021
35	Tenant Improvements - Without Ceiling	Valuation	N/A	Varies	7/1/2021
36	Trash Enclosures - Single	Valuation	N/A	Varies	7/1/2021
37	Trash Enclosures - Double	Valuation	N/A	Varies	7/1/2021
38	Walls - Retaining	Valuation	N/A	Varies	7/1/2021
39	Walls - Screen Garden	Valuation	N/A	Varies	7/1/2021
40	Walls - Tilt-Up Screen Walls	Valuation	N/A	Varies	7/1/2021
41	Window Changeout	Valuation	N/A	Varies	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
Electrical Permit Fees					
42	Electrical Permit Issuance Fee	Each	\$ 41.63	\$ 41.00	7/1/2021
43	Electrical Permit - Temporary Power Service Pedestal	Each	\$ 86.33	\$ 86.00	7/1/2021
44	Electrical Permit - Temporary Power Service Distribution system	Each	\$ 43.17	\$ 43.00	7/1/2021
45	Electrical Permit - outlet/switch/fixture	First 20 fixtures	\$ 129.50	\$ 129.00	7/1/2021
46	Electrical Permit - Additional Fixtures	Each	\$ 2.94	\$ 2.90	7/1/2021
47	Electrical Permit - Power Apparatus -up to and including 1	each HP, kW, kVA or kVAR	\$ 143.83	\$ 143.00	7/1/2021
48	Electrical Permit - Power Apparatus - over 1 to 10	each HP, kW, kVA or kVAR	\$ 158.33	\$ 158.00	7/1/2021
49	Electrical Permit - Power Apparatus - over 10 to 50	each HP, kW, kVA or kVAR	\$ 172.66	\$ 172.00	7/1/2021
50	Electrical Permit - Power Apparatus - over 50 to 100	each HP, kW, kVA or kVAR	\$ 258.99	\$ 258.00	7/1/2021
51	Electrical Permit - Power Apparatus - over 100	each HP, kW, kVA or kVAR	\$ 345.32	\$ 345.00	7/1/2021
52	Electrical Permit - Services -for services of 600 volts or less and not over 200 amperes in rating	Each	\$ 172.66	\$ 172.00	7/1/2021
53	Electrical Permit Fee - Services -for services of 600 volts or less and over 200 amperes to 1,000 amperes in rating	Each	\$ 258.99	\$ 258.00	7/1/2021
54	Electrical Permit Fee - Services -for services over 600 volts or over 1,000 amperes in rating	Each	\$ 431.65	\$ 431.00	7/1/2021
55	Electrical Permit Fee - Miscellaneous Apparatus, Conduits and Conductors	Each	\$ 143.83	\$ 143.00	7/1/2021
56	Electrical Permit Fee- Subpanel	Each	N/A	\$ 172.00	7/1/2021
57	Electrical Permit Fee - Signs	Each	N/A	\$ 86.00	7/1/2021
58	Electrical Permit Fee - Private Swimming Pools	Each Pool or Spa	N/A	\$ 129.00	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
59	Electrical Permit Fee - Other Inspections and Fees, inspections outside of normal business hours: minimum charge 3 hrs.	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
60	Electrical Permit Fee - Inspections	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
61	Electrical Permit Fee - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
62	Electrical Permit Fee - Additional plan review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
63	New Construction Trades - Electrical : Residential	Per Square Foot	\$ 0.10791	\$ 0.1079	7/1/2021
64	New Construction Trades - Electrical : Commercial	Per Square Foot	\$ 5.22301	\$ 0.1200	7/1/2021
65	New Construction Trades - Electrical: Industrial / warehouse (0-50,000 sf)	Per Square Foot	\$ 0.01209	\$ 0.0120	7/1/2021
66	New Construction Trades - Electrical : Industrial / warehouse (>50,000 sf)	Per Square Foot	\$ 0.00388	\$ 0.0038	7/1/2021
Mechanical Permit Fees					
67	Mechanical Permit Issuance Fee	Each	\$ 41.75	\$ 41.00	7/1/2021
68	Mechanical Permit Fee (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -under 3 HP (10.6kW) or to and including 100,000 Btu/h (29.3kW)	Each	\$ 172.66	\$ 172.00	7/1/2021
69	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems-over 3 HP (10.6kW) to and including 15 HP (52.7kW), or over 100,000 Btu (29.3kW) to and including 500,000 Btu/h (146.6kW)	Each	\$ 215.83	\$ 215.00	7/1/2021

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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
70	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -over 15 HP (52.7 kW) to and including 30 HP (105.5 kW), over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	Each	\$ 258.99	\$ 258.00	7/1/2021
71	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 30 HP (105.5 kW) to and including 50 HP (176 kW), or over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	Each	\$ 345.32	\$ 345.00	7/1/2021
72	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 50 HP (176 kW) or over 1,750,000 Btu/h (512.9kW)	Each	\$ 517.98	\$ 517.00	7/1/2021
73	Mechanical Permit Fees (includes issuance fee)- Evaporative Coolers	Each	\$ 172.66	\$ 172.00	7/1/2021
74	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each fan connected to single duct	Each	\$ 172.66	\$ 172.00	7/1/2021
75	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust-each which is not a portion of any heating or a/c system authorized by a permit	Each	\$ 172.66	\$ 172.00	7/1/2021
76	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each hood served by mechanical exhaust	Each	\$ 345.32	\$ 345.00	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
77	Mechanical Permit Fee - Process Piping	Valuation	N/A	Varies	7/1/2021
78	Mechanical Permit Fee - Wall Heater	Each	N/A	\$ 43.00	7/1/2021
79	Mechanical Permit Fees - Miscellaneous (one inspection)	Each	\$ 86.33	\$ 86.00	7/1/2021
80	Mechanical Permit Fees - Inspection outside of normal business hours	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
81	Mechanical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
82	Mechanical Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
83	Mechanical Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
84	New Construction Trades - Mechanical: Residential	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
85	New Construction Trades - Mechanical : Commercial	Per Square Foot	\$ 0.0647	\$ 0.0647	7/1/2021
Plumbing Permit Fees					
86	Permit issuance fee	Each	\$ 41.75	\$ 41.00	7/1/2021
87	Plumbing Permit Fees - First 15 Fixtures and Vents (new & alterations)	First 15 Fixtures/Vents	\$ 172.66	\$ 172.50	7/1/2021
88	Plumbing Permit Fees - Each Additional	Each	\$ 172.66	\$ 10.78	7/1/2021
89	Plumbing Permit Fees - Sewers	Each	\$ 172.66	\$ 172.50	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
90	Plumbing Permit Fees - Sewage disposal system	Each	\$ 431.65	\$ 431.50	7/1/2021
91	Plumbing Permit Fees -Industrial waste pretreatment interceptor	Each	\$ 172.66	\$ 172.50	7/1/2021
92	Plumbing Permit Fees - Water Piping First 20 outlets	First 20 Outlets	\$ 129.50	\$ 129.00	7/1/2021
93	Plumbing Permit Fees - Water Piping Each Additional Outlet	Each Outlet	\$ 129.50	\$ 5.23	7/1/2021
94	Plumbing Permit Fees - Water heater including vent	Each	\$ 172.66	\$ 12.92	7/1/2021
95	Plumbing Permit Fees - Gas Piping Systems First 5 Outlets	First 5 Outlets	\$ 647.50	\$ 129.50	7/1/2021
96	Plumbing Permit Fees - Gas Piping Systems Each Additional	Each Addt'l Outlet	\$ 129.50	\$ 6.77	7/1/2021
97	Plumbing Permit Fees - Lawn Sprinklers	Each lawn sprinkler system on any one meter	\$ 172.66	\$ 172.50	7/1/2021
98	Plumbing Permit Fees - Backflow Protection Devices	Each Device	\$ 172.66	\$ 172.50	7/1/2021
99	Plumbing Permit Fees - Miscellaneous	Each appliance or equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no fee is listed in this code	\$ 86.33	\$ 86.00	7/1/2021

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Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
100	Plumbing Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
101	Plumbing Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
102	Plumbing Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 113.00	7/1/2021
103	New Construction Trades - Plumbing : Residential	Per SF	\$ 0.10791	\$ 0.1070	7/1/2021
Grading Plan Review Fees (up to three submittals of plans)					
104	Grading plan check, rough (0-10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
105	Grading plan check, rough (>10 acres)	Each	\$ 1,381.29	\$ 1,381.00	7/1/2021
106	Grading plan check, rough (each additional 5 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
107	Grading plan check, precise (0-10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
108	Grading plan check, precise (>10 acres)	Each	\$ 1,726.61	\$ 1,726.50	7/1/2021
109	Grading plan check, precise (each additional 5 acres)	Each	\$ 517.98	\$ 517.50	7/1/2021
Grading Permit Fees					
110	Grading permit, rough (0-50 acres)	Each	\$ 345.32	\$ 345.00	7/1/2021
111	Grading permit, rough (each additional 10 acres)	Each	\$ 86.33	\$ 86.00	7/1/2021

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III. - Community Development
Section 1. Building Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
112	Grading permit, precise (0-50 acres)	Each	\$ 431.65	\$ 431.50	7/1/2021
113	Grading permit, precise (each additional 10 acres)	Each	\$ 129.50	\$ 129.50	7/1/2021
114	Soil Disturbance Permit - Dust Control	Each	N/A	\$ 250.00	7/1/2021
Miscellaneous Fees					
115	Building plan retention fee	Per Plan Page	N/A	\$ 1.50	7/1/2021
116	Permits, Calcs and Misc. doc	8.5x11 / per page	N/A	\$ 0.35	7/1/2021
Sewer, Water, Storm Drain Permit & Plan Check Fees					
117	Sewer Main Inspection Permit	Per Lineal Foot	\$ 3.17	\$ 3.17	7/1/2021
118	Water Main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
119	Storm Drain - main Inspection Permit	Per Lineal Foot	\$ 0.63	\$ 0.63	7/1/2021
120	Storm Drain - yard Inspection Permit	Per Lineal Foot	\$ 0.29	\$ 0.29	7/1/2021
121	Sewer, Water, Storm Drain Plan check fee = % of permit valuation	% of Permit Valuation	2.00%	2.00%	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

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III. - Community Development
Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Inspection / Permit - Base Fee	Base	\$ 164.09	\$ 164.00	7/1/2021
2	Inspection / Permit Fees \$1 - \$50,000	Construction cost estimate	5.97%	5.97%	7/1/2021
3	Inspection / Permit Fees \$50,001 - \$500,000	Construction cost estimate	5.45%	5.45%	7/1/2021
4	Inspection / Permit Fees >\$500,000	Construction cost estimate	4.24%	4.24%	7/1/2021
5	Plan Check - Base Fee (includes grading, NPDES etc.)	Base	\$ 1,371.16	\$ 1,371.00	7/1/2021
6	Plan Check Fees \$1 - \$50,000	Construction cost estimate	6.00%	6.00%	7/1/2021
7	Plan Check Fees \$50,001 - \$500,000	Construction cost estimate	4.65%	4.65%	7/1/2021
8	Plan Check Fees >\$500,000	Construction cost estimate	3.62%	3.62%	7/1/2021
9	Encroachment Permit Fee	Each	\$ 162.91	\$ 112.80	8/21/2021

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Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
10	Inspection for minor improvements (driveways, pole replacement, etc.)	Inspection for single item (2 inspections, before and after)	\$ 167.02	\$ 108.15	8/21/2021
11	Traffic Control Permit	Each	\$ 103.49	\$ 103.00	7/1/2021
12	Overload Permit (single trip) - One time	Each	N/A	\$ 19.20	8/21/2021
13	Overload Permit (round trip) - Annual	Each	N/A	\$ 108.00	8/21/2021
14	Permit Penalty Fee	Percent of Permit Value	N/A	50.00%	7/1/2021
15	Map Review (Parcel/Tract) - Base Fee	Each	\$ 7,666.96	\$ 2,588.40	8/21/2021
16	Map Review - Addt'l per parcel	Per Parcel	\$ 70.48	\$ 70.00	8/21/2021
17	Certificate of Compliance	Each	\$ 790.69	\$ 745.20	8/21/2021
18	Lot Line Adjustment - Base Fee	Each	\$ 1,286.16	\$ 1,159.20	8/21/2021
19	Lot Line Adjustment - Addt'l per parcel	Per parcel	\$ 59.43	\$ 59.00	7/1/2021
20	General Vacation	Each	\$ 3,805.94	\$ 1,902.00	8/21/2021

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Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
21	Quit Claim / Summary Vacation	Each	\$ 2,049.22	\$ 1,087.20	8/21/2021
22	Certificate of Correction	Each	\$ 823.10	\$ 480.00	8/21/2021
23	Easement review	Each	\$ 1,691.08	\$ 1,691.00	7/1/2021
24	NPDES business inspection fee - low priority	One inspection every 5 years	\$ 59.43	\$ 59.00	7/1/2021
25	NPDES business inspection fee - medium priority	One inspection every 2 years	\$ 118.85	\$ 118.00	7/1/2021
26	NPDES business inspection fee - high priority	Inspection each year	\$ 237.70	\$ 237.50	7/1/2021
27	NPDES/WQMP Plan Review	Each	\$ 2,160.65	\$ 1,112.40	8/21/2021
28	NPDES Construction Inspection Fee (< 10 acres)	Each	\$ 505.66	\$ 505.50	7/1/2021
29	NPDES Construction Inspection Fee (10-25 acres)	Each	\$ 905.50	\$ 905.50	7/1/2021
30	NPDES Construction Inspection Fee (> 25 acres)	Each	\$ 2,074.37	\$ 2,074.00	8/21/2021

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III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
31	Overtime Pay for Inspection (Weekends & Holidays)	Per Hour	N/A	Hourly Rate	7/1/2021
32	Misc. / Special Technical Report Review Fee	Actual Cost (Plus 25% Admin for consultant review, if applicable)	N/A	Varies	7/1/2021
33	Water Meter - OMUC Fee	Based on meter size - OMUC Fee	N/A	Varies	7/1/2021
34	Storm Water Pollution Abatement	Monthly BAU fee based on land use type & site acreage (applied to utility bill)	N/A	Varies	7/1/2021
35	Legal review	Per Hour	N/A	Hourly Rate	7/1/2021

PLANNING APPLICATIONS REVIEWED BY LAND DEVELOPMENT ENGINEERING

36	Development Agreement	Deposit	N/A	Varies	7/1/2021
37	Development Agreement Amendment	Deposit	N/A	Varies	7/1/2021
38	Development Code Amendment	Deposit	N/A	Varies	7/1/2021
39	Environmental Impact Report	Deposit	N/A	Varies	7/1/2021
40	General Plan Amendment	Deposit	N/A	Varies	7/1/2021

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III. - Community Development

Section 2. Engineering Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
41	Planned Unit Development	Deposit	N/A	Varies	7/1/2021
42	Planned Unit Development Amendment	Deposit	N/A	Varies	7/1/2021
43	Specific Plan	Deposit	N/A	Varies	7/1/2021
44	Specific Plan Amendment	Deposit	N/A	Varies	7/1/2021
45	Specific Plan Minor Amendment	Deposit	N/A	Varies	7/1/2021
46	Zone Change - 5 acres or more	Deposit	N/A	Varies	7/1/2021
47	Zone Change - Less than 5 acres	Deposit	N/A	Varies	7/1/2021

Resolution No. 2004-065
 Resolution No. 2020-009
 Resolution No. 2020-083
 Resolution No. 2021-062

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
1	Land Conservation Contract Non-renewal	Each	\$ 3,817.21	\$ 1,401.85	8/21/2021
2	Land Conservation Contract Cancellation	Each	\$ 16,679.06	\$ 6,431.53	8/21/2021
3	Appeal-Homeowner	Each	N/A	\$ 130.00	7/1/2021
4	Appeal-Other	Each	N/A	\$ 902.00	7/1/2021
5	Covenants Conditions and Restrictions Review	Each	\$ 4,940.68	\$ 3,067.50	8/21/2021
6	Conditional Use Permit-Homeowner	Each	\$ 4,894.70	\$ 1,784.26	8/21/2021
7	Conditional Use Permit-Nonprofit	Each	\$ 3,520.01	\$ 2,691.60	8/21/2021
8	Conditional Use Permit-Other	Each	\$ 5,901.35	\$ 5,900.00	7/1/2021
9	Conditional Use Permit-Modification	Each	\$ 5,901.35	\$ 3,693.27	8/21/2021
10	Conditional Use Permit-w/ Development Plan	Each	\$ 4,724.75	\$ 1,567.20	8/21/2021
11	Conditional Use Permit Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
12	Determination of Use	Each	\$ 3,316.06	\$ 3,316.00	7/1/2021
13	Development Agreement	Deposit	N/A	\$ 10,000.00	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
14	Development Agreement Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
15	Development Code Amendment	Deposit	N/A	\$ 2,000.00	7/1/2021
16	Development Plan Review - 5 acres or more	Each	\$ 24,846.74	\$ 17,914.80	8/21/2021
17	Development Plan Review - less than 5 acres	Each	\$ 21,465.84	\$ 11,913.15	8/21/2021
18	Development Plan Revision	Each	\$ 16,735.49	\$ 4,582.85	8/21/2021
19	Development Plan Time Extension	Each	\$ 1,381.04	\$ 1,380.00	7/1/2021
20	Environmental Assessment/Negative Declaration	Each	\$ 3,155.59	\$ 3,155.00	7/1/2021
21	Environmental Impact Report	Deposit	N/A	\$ 10,000.00	7/1/2021
22	General Plan Amendment - Text	Deposit	N/A	\$ 5,000.00	7/1/2021
23	General Plan Amendment - Map	Deposit	N/A	\$ 7,500.00	7/1/2021
24	Historic Preservation - COA-Nonresidential	Each	\$ 4,677.04	\$ 1,533.75	8/21/2021
25	Historic Preservation - COA-Residential	Each	\$ 4,677.04	\$ 214.73	8/21/2021
26	Historic Preservation - COEH-Nonresidential	Each	\$ 6,846.51	\$ 2,045.00	8/21/2021
27	Historic Preservation - COEH-Residential	Each	\$ 6,846.51	\$ 268.92	8/21/2021
28	Historic Preservation - Removal from Eligibility List (No Charge)	Each	\$ 6,366.15	No Charge	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
29	Historic Preservation - Waiver	Each	\$ 42.96	\$ 42.50	7/1/2021
30	Historic Preservation - Landmark Designation (No Charge)	Each	\$ 12,025.51	No Charge	7/1/2021
31	Historic Preservation - Plaque	Actual Cost	Varies	Varies	7/1/2021
32	Inspection - Construction (3 inspections)	Each	\$ 5,342.05	\$ 613.50	8/21/2021
33	Inspection - Field (includes construction inspections in excess of 3)	Each	\$ 1,335.51	\$ 255.63	8/21/2021
34	Residential Mills Act ^A	Each	\$ 10,939.36	\$ 214.73	8/21/2021
35	Nonresidential Mills Act ^A	Each	\$ 10,939.36	\$ 669.74	8/21/2021
36	Large Family Daycare	Each	\$ 2,127.81	\$ 1,116.57	8/21/2021
37	Lodging House Permit	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
38	Massage Permits	Each	\$ 2,127.81	\$ 2,127.00	7/1/2021
39	Plan Check - 5 or more acres	Each	\$ 9,196.43	\$ 3,070.10	8/21/2021
40	Plan Check - less than 5 acres	Each	\$ 5,685.72	\$ 1,717.10	8/21/2021
41	Planned Unit Development	Deposit	\$ 20,926.28	\$ 10,225.00	8/21/2021
42	Planned Unit Development Amendment	Deposit	\$ 13,947.59	\$ 7,668.75	8/21/2021
43	Planning Area Plan	Deposit	N/A	\$ 7,500.00	7/1/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
44	Planning Director Review	Each	\$ 1,057.33	\$ 706.55	8/21/2021
45	Preliminary Plan Review	Each	\$ 4,207.14	\$ 4,203.00	7/1/2021
46	Public Hearing - City Council	Each	\$ 769.75	\$ 604.30	8/21/2021
47	Public Hearing - Development Advisory Board	Each	\$ 497.12	\$ 325.16	8/21/2021
48	Public Hearing - Planning Commission	Each	\$ 1,325.44	\$ 604.30	8/21/2021
49	Public Hearing - Zoning Administrator-Homeowner	Each	\$ 1,764.14	\$ 74.64	8/21/2021
50	Public Hearing - Zoning Administrator-Other	Each	\$ 1,764.14	\$ 584.87	8/21/2021
51	Sign Plan	Each	\$ 519.34	\$ 246.42	8/21/2021
52	Sign Program - administrative approval	Each	\$ 2,825.58	\$ 862.99	8/21/2021
53	Sign Program - planning commission approval	Each	\$ 3,059.86	\$ 2,934.58	8/21/2021
54	Specific Plan	Deposit	N/A	\$ 20,000.00	7/1/2021
55	Specific Plan Amendment	Deposit	N/A	\$ 7,500.00	7/1/2021
56	Specific Plan Minor Amendment	Deposit	N/A	\$ 620.00	7/1/2021
57	Temporary Sign Permit	Each	\$ 124.89	\$ 58.28	8/21/2021
58	Temporary Use Permit - interim uses	Each	\$ 2,757.54	\$ 838.45	8/21/2021
59	Temporary Use Permit - special event	Each	\$ 1,064.72	\$ 492.00	8/21/2021

City of Ontario
FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges
III. - Community Development
Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
60	Tentative Parcel Map	Each	\$ 15,986.07	\$ 6,641.14	8/21/2021
61	Tentative Parcel Map Modification	Each	\$ 11,706.32	\$ 4,262.80	8/21/2021
62	Tentative Tract Map (Base)	Flat	\$ 18,403.54	\$ 9,805.78	8/21/2021
63	Tentative Tract Map (per lot)	Each	\$ 65.00	\$ 65.00	7/1/2021
64	Tentative Tract Map Modification	Each	\$ 12,681.18	\$ 3,125.78	8/21/2021
65	Tentative Tract/Parcel Map Time Extension	Each	\$ 7,378.97	\$ 1,227.00	8/21/2021
66	Variance - Administrative Exception or Minor	Each	\$ 3,978.78	\$ 2,451.96	8/21/2021
67	Variance - Homeowner	Each	\$ 3,978.78	\$ 309.82	8/21/2021
68	Variance - Other	Each	\$ 5,266.37	\$ 3,508.20	8/21/2021
69	Wireless Permit: Facilities in Public Rights-of-Way	Each	\$ 3,978.78	\$ 3,978.00	7/1/2021
70	Zone Change - 5 acres or more	Each	\$ 10,575.56	\$ 7,666.71	8/21/2021
71	Zone Change - Less than 5 acres	Each	\$ 9,194.99	\$ 7,497.99	8/21/2021
72	Zoning Administrator Review - Homeowner	Each	\$ 3,978.78	\$ 200.41	8/21/2021
73	Zoning Administrator Review - Other	Each	\$ 3,978.78	\$ 1,160.54	8/21/2021
74	Zoning/Land Use Verification Letter	Each	\$ 499.56	\$ 195.30	8/21/2021

City of Ontario

FY 2021-22 Citywide Fee Schedule - Fees, Fines & Charges

III. - Community Development

Section 3. Planning Fees

Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services	FY 2021-22 Fee	Effective Date
75	Notice of Exemption Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
76	Notice of Determination Filing Fee	County Fee	N/A	\$ 50.00	7/1/2021
77	Filing of a Negative/Mitigated Declaration	County Fee	N/A	\$ 2,404.75	7/1/2021
78	Filing of an Environmental Impact Report	County Fee	N/A	\$ 3,321.00	7/1/2021
79	Outside consultant or legal expenses	Actual Cost Plus 25% Admin. Fee	N/A	Varies	7/1/2021
80	Advanced Long Range Planning	Percent of all Building Permits & Planning Applications	\$ 914,960.12	5.00%	7/1/2021

Resolution No. 2004-065 (Entitlement Processing Fees excl. Mills Act)

^A Resolution No. 2005-115 (Mills Act Fees)

Resolution No. 2020-009

Resolution No. 2020-083

Resolution No. 2021-062

CPI Adjustment of 2.25% applied to select fees based on year-over-year change from Jan. 2020 to Jan. 2021 as measured by "Riverside-San Bernardino-Ontario Consumer Price Index"

FILE NO.: PDEV22-014

SUBJECT: A public hearing to consider a Development Plan (File No. PDEV22-014) to construct four mixed-use buildings totaling 63,655 commercial square feet and 694 dwelling units (540,373 residential square feet) on 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corner of Via Piemonte and Via Villagio, within the Mixed-Use land use district of the Piemonte Overlay of the Ontario Center Specific Plan (APNs: 0210-205-01, 0210-204-38, and 0210-204-39); **submitted by Adept Development.**

PROPERTY OWNER: City of Ontario

RECOMMENDED ACTION: That the Planning Commission consider and approve File No. PDEV22-014, pursuant to the facts and reasons contained in the staff report and attached resolution, and subject to the conditions of approval contained in the attached departmental reports.

PROJECT SETTING: The project site is comprised of 13.3 acres of land located at 4000 East Ontario Center Parkway and the southeast and southwest corners of Via Piemonte and Via Villagio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan, as depicted in Figure 1: Project Location, below. The portion of the Project site located at 4000 East Ontario Center Parkway is bordered by Ontario Center Parkway to the north, Concours Street to the south and east, and the Toyota Arena building and parking lot to the west. The properties to the north include a hotel and vacant land. The properties to the south and east are developed with retail and office uses. The area to the west is developed with the Arena building and Arena parking lot.

The portion of the project located at Via Piemonte and Via Villagio is bordered by Via Villagio to the north, and private property to the south, multiple-family residential to

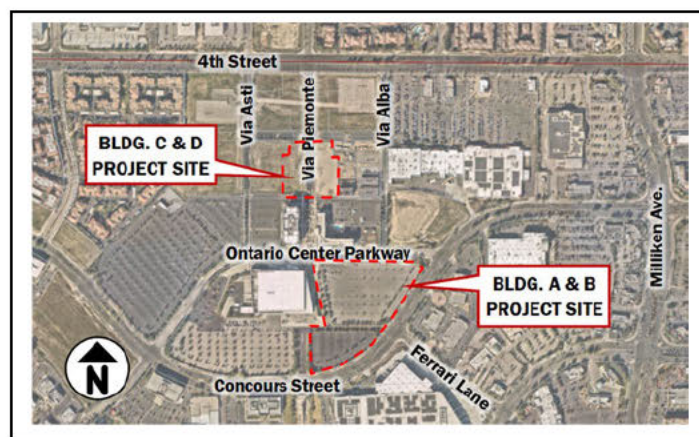



Figure 1: Project Location

Case Planner:	Edmelynn V. Hutter
Planning Director Approval:	
Submittal Date:	March 28, 2022

Hearing Body	Date	Decision	Action
DAB	6/20/2022	Approval	Recommend
PC	6/28/2022		Final
CC			

the east (under construction), and vacant land to the west. The properties to the north are currently vacant. The properties to the south are developed with an office building and hotel. The property to the east is currently under construction with a multiple-family development. The property to the west is currently vacant.

The existing surrounding land uses, zoning, and general plan and specific plan land use designations are summarized in the "Surrounding Zoning & Land Uses" table located in the Technical Appendix of this report.

PROJECT ANALYSIS:

(1) Background — In 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural

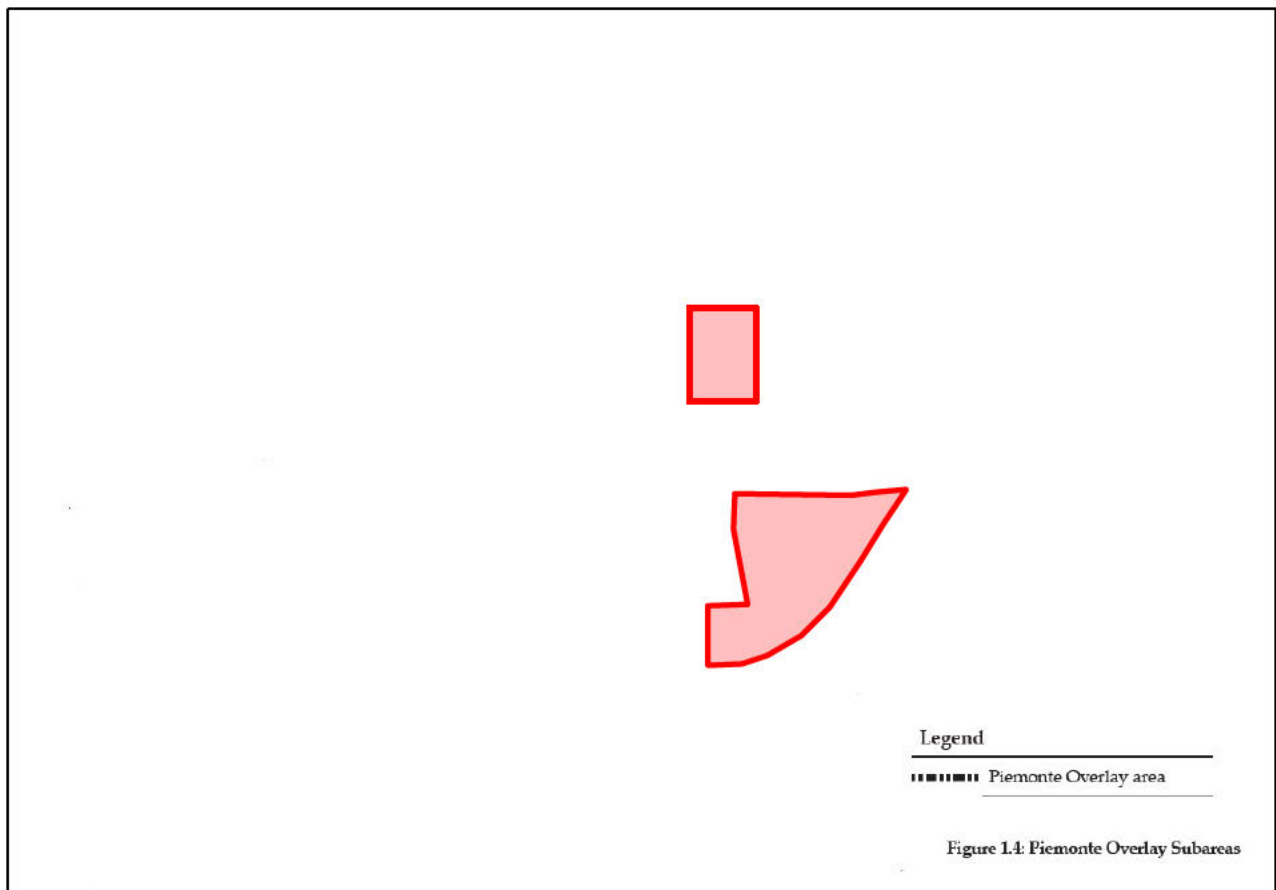


Figure 1: Piemonte Overlay Subareas

guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects.

The Piemonte Overlay is delineated into nineteen subareas, with land use designations of Commercial, Mixed-use, Office, Special Use, and Residential. The Project proposes development on Subareas 8, 11, 16, and 17, as shown in Figure 1.

The overall concept of the proposed Project is to construct a mixed-use development that encourages entertainment, dining, and pedestrian activities by creating spaces for a variety of uses in proximity to each other, including residential, retail, dining, gathering, and entertainment. The main elements of the mixed-use development incorporate ground floor restaurant and retail, with four levels of residential apartments above. The ground level will also be used for residential parking that will be fully covered by residential common open spaces on the level above. The areas surrounding the buildings will provide pedestrian and plaza areas for the public.

(2) Site Design/Building Layout — The Applicant proposes to construct four mixed-use buildings, with two buildings (Buildings A and B) located south of Ontario Center Parkway and east of the Arena building. The other two buildings (Buildings C and D) are located south of Via Villagio, north of the existing office and hotel buildings, on Via Piemonte.

Buildings A and B are located in Subareas 16 and 17, respectively, and would occupy land currently developed as parking lots for the Arena. This area is 9.7 acres in size, with Building A having an overall building footprint of 4.4 acres, and Building B having an overall footprint of 1.7 acres. The 5-story, mixed-use buildings will have ground floor retail spaces oriented toward the proposed plaza areas, in addition to ground floor parking. Building A is proposed with approximately 29,000 square feet of commercial space, and Building B proposes approximately 22,000 square feet. The second floor of the buildings are designed with residential units and a deck that covers the ground floor parking and provides common open space amenities for the proposed apartments. The third, fourth, and fifth floors rise above the elevated common open space area and contain most of the residential units. The contemporary architecture of Building A includes three main residential structures, with a total of 384 apartment units, that are laid out in different directions and angles to create distinct spaces, view opportunities, privacy, as well as engagement. Building B, with 112 units and located south of Building A is designed in a similar style and also carries the contemporary aesthetics of an angular building layout with different views and spaces for the residential units on the upper levels.

A new plaza is proposed to the west of Buildings A and B and would provide a pedestrian connection between the Arena and proposed commercial spaces. The new plaza will be around 70,000 square feet in total area and will create engaging spaces for activities and leisure.

Buildings C and D are located on the east and west sides Via Piemonte, south of Via Villagio, and within Subareas 8 and 11, respectively. Similar to Buildings A and B, Buildings C and D are both 5-stories and will have ground floor retail oriented toward the pedestrian walkways on Via Piemonte, and ground floor parking. Buildings C and D each propose 6,300 square feet of commercial space. The second floor will have residential units and common open space amenities. The third, fourth, and fifth floors rise above the elevated common open space area and contain most of the residential units. Building C and D will have 94 and 104 apartment units, respectively.

(3) Site Access/Circulation — Access to the Project site is provided from Fourth Street to the north and Concours Street to the south. Internal circulation for the Project is provided by Ontario Center Parkway, Via Piemonte, Via Villagio, Via Asti, and Via Alba. Via Piemonte will act as the main spine of the mixed-use Project.

Access to Buildings A and B are provided by two driveways on the east side, along Concours Street, with one driveway being located at the Ferrari Lane intersection, and the second driveway located 190 feet south of the Ontario Center Parkway intersection. These access points would also be used by trash and recycling collection services. As conditioned, emergency vehicle access will be provided in the plaza area between Buildings A and B, allowing responders to reach internal areas of the project more readily.

Residential parking access for Buildings C and D are located on Via Villagio to the north, 100 feet west and 75 feet east of Via Piemonte, respectively. Similarly, access from the south is also provided for each building. Consistent with Buildings A and B, trash and recycling vehicles would use these same points of access to provide their collection services for Buildings C and D.

Pedestrian access and circulation are key components of this mixed-use Project. Existing sidewalks provide connections to existing developments and Buildings A and B. New sidewalks will be constructed along Via Piemonte, between Fourth Street and the south boundary of Buildings C and D. All proposed buildings have a primary lobby entrance for the apartment units that is located along main pedestrian paths, such as the plaza area for Buildings A and B, and along Via Piemonte for Buildings C and D, allowing residents opportunities to be in the center of activity. Secondary apartment entrances are provided via multiple stairwells and elevators within the buildings and residential parking areas.

Pedestrian access to the Project's commercial spaces in Buildings A and B will be available from the proposed plaza area to the west of the building and there is a valet or rideshare drop-off lane on Ontario Center Parkway, near the Via Piemonte intersection, to bring visitors and patrons within easy walking distance to the proposed buildings. Commercial uses in Buildings C and D will have access from the new sidewalks along Via Piemonte.

(4) Parking — The Project is required to provide a minimum of 938 parking spaces. The Project exceeds the minimum requirement by 6.8 percent, providing a total of 1,002 residential parking spaces. Table 1 provides a parking summary for the Project.

Table 1: Parking Requirements

Building	Type of Use	Dwelling Units	Parking Ratio	Spaces Required	Spaces Provided
Building A	Studio	84	1 space per Unit	84	504
	1-Bedroom	180	1 space per Unit	180	
	2-Bedroom	120	1.75 spaces per Unit	210	
	<i>Subtotal:</i>	384		474	
Building B	1-Bedroom	26	1 space per Unit	26	198
	2-Bedroom	70	1.75 spaces per Unit	123	
	3-Bedroom	16	2 spaces per Unit	32	
	<i>Subtotal</i>	112		181	
Building C	Studio	18	1 space per Unit	18	138
	1-Bedroom	32	1 space per Unit	32	
	2-Bedroom	44	1.75 spaces per Unit	77	
	<i>Subtotal</i>	94		127	
Building D	Studio	4	1 space per Unit	4	162
	1-Bedroom	42	1 space per Unit	42	
	2-Bedroom	58	1.75 spaces per Unit	102	
	<i>Subtotal</i>	104		148	
TOTAL		694		938	1,002

As conditioned, the Applicant is required to collaborate with the City, ASM Global (Toyota Arena) to submit a Parking, Circulation, Traffic Control Plan and strategy for the Arena replacement parking, prior to occupancy for Building A (Lot A).

Pursuant to the Piemonte Overlay regulations, commercial parking will be accommodated by existing surrounding public parking lots.

(5) Architecture — The Project has a contemporary architectural style, utilizing linear and curvilinear forms with colors typically seen in natural landscapes, including mustard yellow, olive green, tan, light brown, and gray. The building elevations use combinations of color blocking, textures, materials, height, changes in wall planes, and projections to create a highly dynamic mixed-use development. Proposed building materials include products such as painted corrugated metal, stucco, glass railings, travertine, perforated

metal panels, metal louvers, and textured concrete. The mix of textures, colors, and materials are arranged in various patterns that highlight the building's vertical height and changes in building facades.

The buildings will be around 60 to 70 feet in height, which is similar to the existing surrounding buildings. Ground floor retail spaces will have floor-to-ceiling glass storefronts and adjoining outdoor seating areas that encourage engagement between interior and exterior spaces. The remaining four levels are primarily for the residential apartments. The Project utilizes angles in the building footprint layout to create opportunities for views as well as privacy for residential units in instances where buildings are not parallel to each other. The building designs also use projecting and inset balcony spaces to provide variety in private outdoor spaces. To reinforce connections between private and public areas, glass or metal mesh guardrails that are proposed around the second-floor common areas are intended to provide apartment residents a visual connection to the activities in the plaza below, while staying in the comfort of their apartment building.

The apartment units in Buildings A, C and D will include Studio, 1-Bedroom and 2-Bedroom units. Building B will have 1-Bedroom, 2-Bedroom and 3-Bedroom units. Each apartment will have a private patio or balcony as well as a laundry facility inside the unit.

(6) Landscaping — The Project proposes landscaping in the plaza area and in the residential common open space areas, with a plant palette consisting of combinations of ground covers, shrubs, and tree species, including olive, oak, and Palo Verde. As conditioned, the Applicant will submit landscape plans that show plant placement, irrigation and installation details that demonstrate environments for successful plant growth.

As conditioned, the Applicant will consult with City staff regarding final plaza designs, including landscaping and other outdoor features.

(7) Signage — All future signage will be subject to review and approval of a comprehensive sign program for the Specific Plan area. A sign program will facilitate integration of the signs with the overall site and building design to create a unified visual statement and provide for flexible application of sign regulations in the design and display of multiple signs. Key provisions will include an entry monument, center and tenant identification signage, digital signs, traffic and wayfinding signs, building signs, secondary monumentation, and visitor and directional signage.

(8) Utilities (drainage, sewer) — The Project will be required to construct infrastructure improvements per the associated Development Agreements and requirements of the Piemonte Overlay at the Ontario Center Specific Plan. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan ("PWQMP"), which establishes the Project's compliance with storm water discharge/water quality requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximizes low impact development ("LID") best

management practices ("BMPs"), such as retention and infiltration, biotreatment, and evapotranspiration. The PWQMP proposes the use of underground storm water retention chambers to receive, retain, and treat storm water runoff.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (TOP). More specifically, the goals and policies of TOP that are furthered by the proposed project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
 - Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development
 - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
 - G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

➤ LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

➤ LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.

➤ LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).

- Goal LU2: Compatibility between a wide range of uses.

➤ LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

➤ H2-3 Ontario Airport Metro Center. We foster a vibrant, urban, intense and highly amenitized community in the Ontario Airport Metro Center Area through a mix of residential, entertainment, retail and office-oriented uses.

➤ H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.

➤ H2-6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

- Goal H3: A City regulatory environment that balances the need for creativity and excellence in residential design, flexibility and predictability in the project approval process, and the provision of an adequate supply and prices of housing.

➤ H3-2 Flexible Standards. We allow flexibility in the application of residential and mixed-use development standards in order to gain benefits such as exceptional design quality, economic advantages, sustainability, or other benefits that would otherwise be unrealized.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.
 - CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to support our workforce, attract business and foster a balanced community.
- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.
 - CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.
 - CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.
 - CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.
 - CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

- Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.
 - S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

- Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

➤ CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

➤ CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

▪ Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

➤ CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

- Building volume, massing, and height to provide appropriate scale and proportion;
- A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

➤ CD2-2 Neighborhood Design. We create distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places through such elements as:

- A pattern of smaller, walkable blocks that promote access, activity and safety;
- Variable setbacks and parcel sizes to accommodate a diversity of housing types;
- Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows;
- Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and
- Landscaped parkways, with sidewalks separated from the curb.

➤ CD2-4 Mixed Use, Urban Office and Transit Service Areas. We require mixed use, urban office and transit service areas to be designed and developed as pedestrian oriented "villages" that promote a vibrant, comfortable and functional environment.

➤ CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

➤ CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

➤ CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

➤ CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

➤ CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

➤ CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

➤ CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

▪ Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

➤ CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort and aesthetics.

➤ CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways and plazas for pedestrians.

➤ CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks or public open spaces.

- CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.
- CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces and buildings.
 - Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.
- CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.
- CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site contains four properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 DU/AC) specified in the Available Land Inventory.

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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), 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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with an Addendum to the Piemonte Overlay at the Ontario Center Specific Plan (File No. PSPA21-001), for which an Addendum to the Ontario Center

Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009), which was adopted by the City Council on April 19, 2022. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

CONDITIONS OF APPROVAL: See attached department reports.

TECHNICAL APPENDIX:

Surrounding Zoning and Land Use:

	Existing Land Use	General Plan Designation	Zoning Designation	Specific Plan Land Use
Site	Parking Lot / Vacant	Mixed Use (Ontario Center)	Piemonte Overlay at The Ontario Center Specific Plan	Mixed Use
North	Hotel / Vacant	Mixed Use (Ontario Center)	Piemonte Overlay at The Ontario Center Specific Plan	Special Use / Mixed Use
South	Office, Retail / Office, Hotel	Mixed Use (Ontario Center)	Ontario Center Specific Plan / Piemonte Overlay	Urban Commercial / Office, Special Use
East	Office, Retail / Residential	Mixed Use (Ontario Center)	Ontario Center Specific Plan / Piemonte Overlay	Urban Commercial / Residential
West	Arena / Vacant	Mixed Use (Ontario Center)	Piemonte Overlay at The Ontario Center Specific Plan	Mixed Use / Residential

General Site & Building Statistics

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Project area (in acres):	N/A	13.3	N/A
Maximum project density (dwelling units/ac):	75 DU/AC	38 DU/AC to 60 DU/AC	Y
Maximum coverage (in %):	100%	56% to 68%	Y
Parking setback (in FT):	10 FT	10 FT	Y
Structure setbacks (in FT):	16 FT	58 FT	Y
Maximum height (in FT): <small>Based on ONT ALUCP</small>	Buildings A & B – 80 FT Buildings C & D – 70 FT	75 FT 57 FT	Y
Parking – resident:	938	1,002	Y
Parking – guest:	0	0	Y
Open space – private:	60 SF/Unit	68.6 SF/Unit to 263 SF/Unit	Y
Open space – common:	250 SF/Unit	184 SF/Unit to 263 SF/Unit	N

Dwelling Unit Count:

Item	Required Min./Max.	Provided (Ranges)	Meets Y/N
Total no. of units	334 to 997	694	Y
Total no. of buildings	N/A	4	N/A
No. units per building	N/A	94 - 384	N/A

Dwelling Unit Statistics:

<i>Unit Type</i>	<i>Size (in SF)</i>	<i>No. Bathrooms</i>	<i>Private Open Space (in SF)</i>
Studio	357 – 1,021	1	75 – 76.8
1-bedroom	619 – 947	1	68.6 - 123
2-Bedroom	871 – 1,583	2	68.6 – 204
3-Bedroom	1,315 – 1,588	2 - 3	68.6 – 263

Exhibit A—PROJECT LOCATION MAP



Exhibit B—SITE PLAN

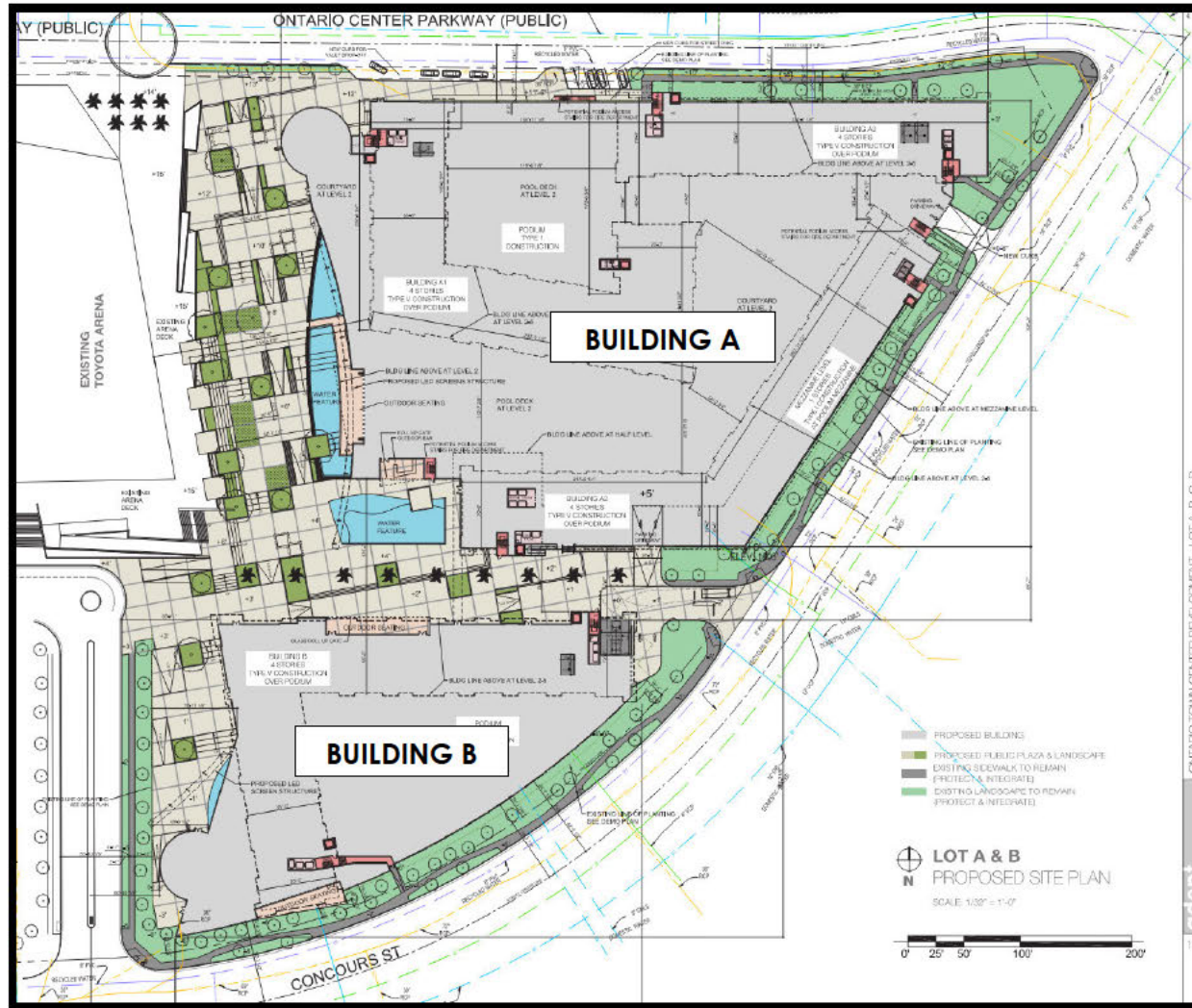


Exhibit B—SITE PLAN

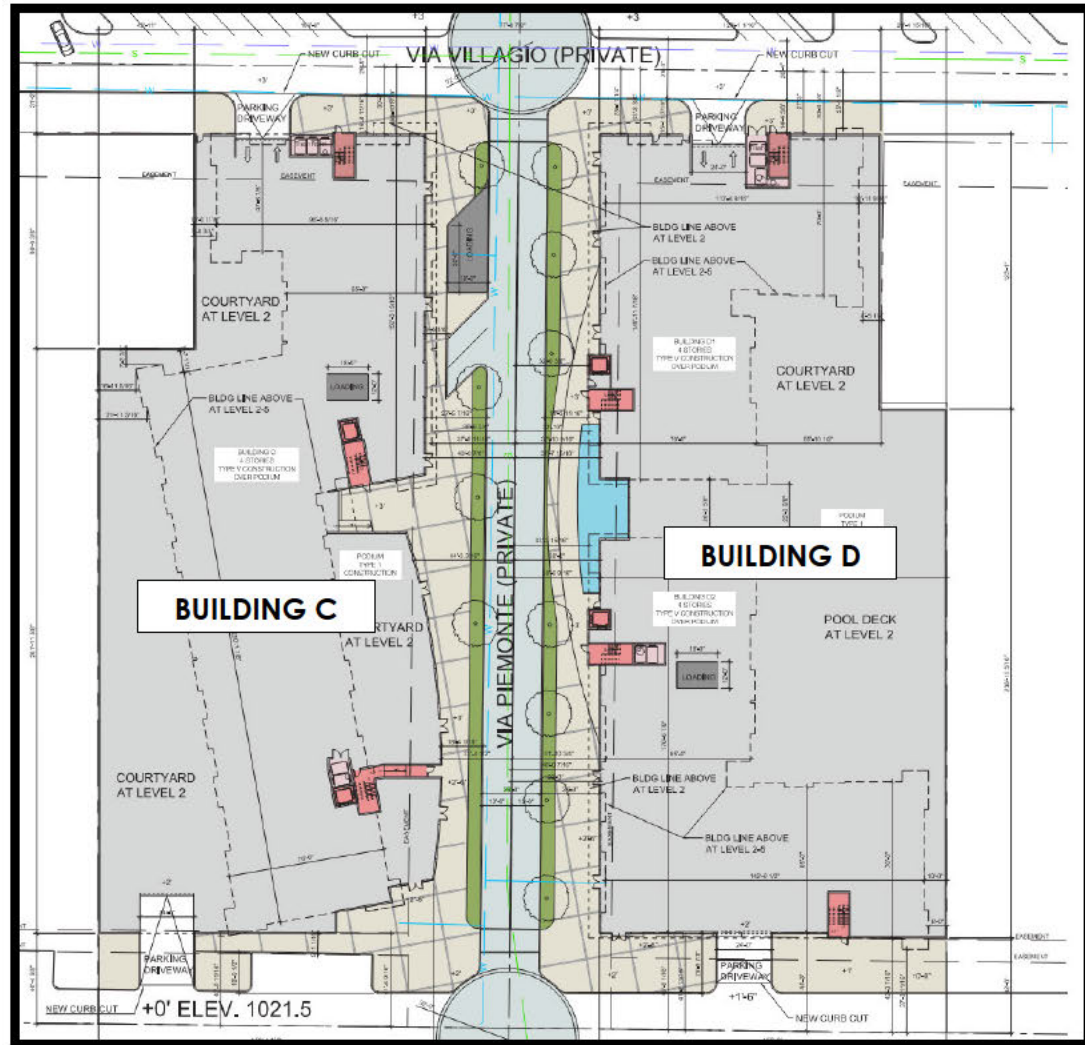
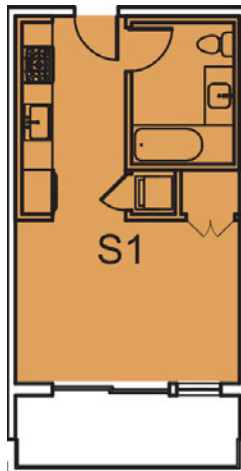
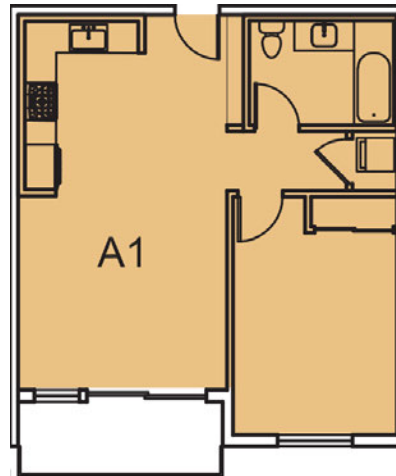


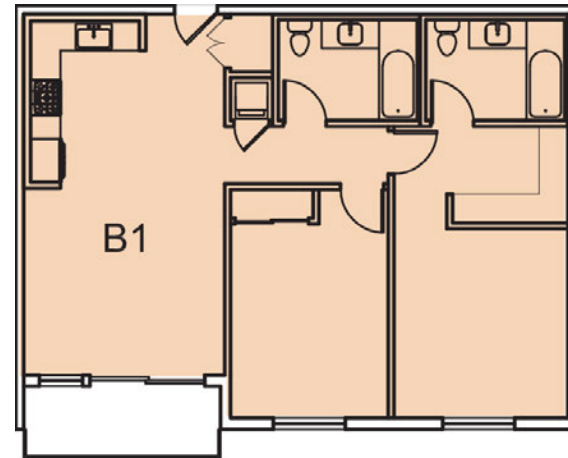
Exhibit C—TYPICAL FLOOR PLANS



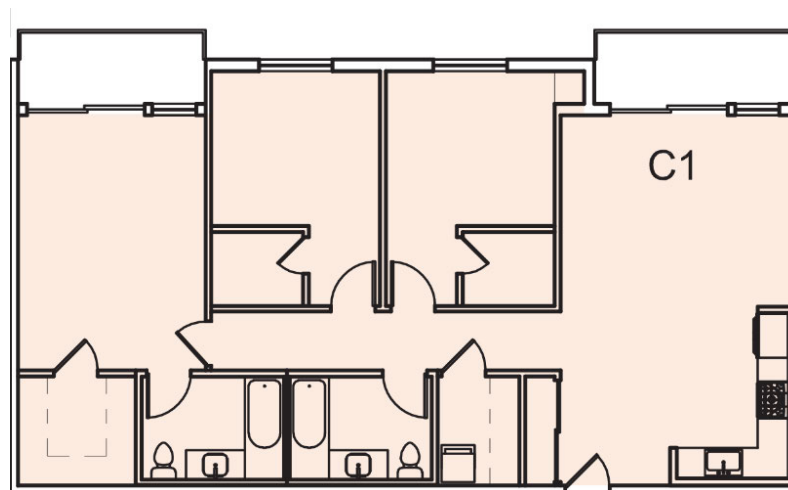
STUDIO



1-BEDROOM



2-BEDROOM



3-BEDROOM

Exhibit D—BUILDING A EXTERIOR ELEVATIONS



NORTH ELEVATION



Exhibit D—BUILDING A EXTERIOR ELEVATIONS



SOUTH ELEVATION



Exhibit D—BUILDING A EXTERIOR ELEVATIONS



EAST ELEVATION



WEST ELEVATION



Exhibit E—BUILDING B EXTERIOR ELEVATIONS



NORTH ELEVATION



SOUTH ELEVATION



Exhibit E—BUILDING B EXTERIOR ELEVATIONS



EAST ELEVATION



WEST ELEVATION



Exhibit F—BUILDING C EXTERIOR ELEVATIONS



NORTH ELEVATION



SOUTH ELEVATION



Exhibit F—BUILDING C EXTERIOR ELEVATIONS



EAST ELEVATION



WEST ELEVATION

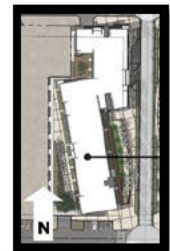


Exhibit G—BUILDING D EXTERIOR ELEVATIONS



NORTH ELEVATION



SOUTH ELEVATION

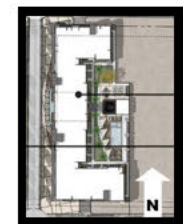


Exhibit G—BUILDING D EXTERIOR ELEVATIONS



EAST ELEVATION



WEST ELEVATION



Exhibit H—COLOR AND MATERIALS BOARD

<p>A 1 B 1</p>	<p>B 4</p>	<p>B 7</p>	<p>A 14 B 11</p>
<p>A 2 B 2</p>	<p>A 6 B 5</p>	<p>A 10 B 8</p>	<p>A 15 B 12</p>
<p>A 3 B 3</p>	<p>A 7 B 6</p>	<p>A 11 B 9</p>	<p>A 16</p>
<p>A 4</p>	<p>A 8</p>	<p>A 12</p>	<p>A 17</p>
<p>A 5</p>	<p>A 9</p>	<p>A 13 B 10</p>	<p>A 18 B 13</p>

Exhibit I—LANDSCAPE AREAS



BUILDING A – PLANTER AREAS



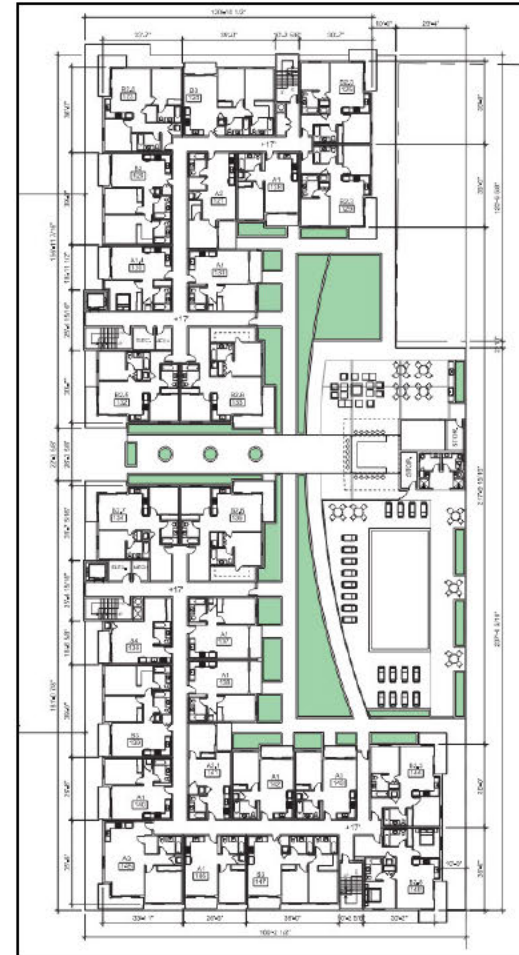
BUILDING B – PLANTER AREAS



Exhibit I—LANDSCAPE AREAS



BUILDING C – PLANTER AREAS



BUILDING D – PLANTER AREAS



Exhibit J—PLANT PALETTE

TREES



Arbutus 'Marina'
 'Marina' Hybrid Strawberry Tree



Olea europaea
 Olive



Olea europaea 'Swan Hill'
 Fruitless Olive



Parkinsonia 'Desert Museum'
 Desert Museum' Hybrid Palo Verde



Prosopis 'Thornless'
 Thornless Hybrid Mesquite



Quercus agrifolia
 Coast Live Oak



Quercus engelmannii
 Englemann's Oak



Quercus suber
 Cork Oak

HEDGES / SCREENING



Caesalpinia pulcherrima
 Red Bird Of Paradise



Heteromeles arbutifolia
 Toyon



Ligustrum J. 'Texanum'
 Wax Leaf Privet



Olea europaea 'Little Ollie'
 Little Ollie' Dwarf Hybrid Olive



Prunus caroliniana
 Carolina Cherry



Rhaplolepis spp.
 Indian Hawthorn



Rosmarinus 'Tuscan Blue'
 Rosemary

SHRUBS



Cistus x purpureus
 Rock Rose



Galvezia speciosa
 Island Snapdragon



Grevillea 'Noellii'
 Noel's Grevillea



Lavandula spp.
 Lavender



Leucophyllum spp
 Texas Ranger



Phlomis fruticosa
 Jerusalem Sage



Rhamnus californica
 Coffeeberry



Rhaplolepis spp.
 Indian Hawthorn



Russelia equisetiformis
 Firecracker Plant



Salvia spp.
 Sage



Santolina spp.
 Lavender Cotton



Sphaeralcea ambigua
 Desert Globemallow



Tecoma stans
 Yellow Elder



Teucrium fruticans
 Germander

Attachment A

Departmental Conditions of Approval

(Departmental conditions of approval follow this page)

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDEV22-014, A DEVELOPMENT PLAN TO CONSTRUCT FOUR MIXED-USE BUILDINGS TOTALING 63,665 SQUARE FEET OF COMMERCIAL SPACE AND 694 DWELLING UNITS (540,373 SQUARE FEET OF RESIDENTIAL SPACE) ON 13.3 ACRES OF LAND LOCATED AT 4000 EAST ONTARIO CENTER PARKWAY AND THE SOUTHEAST AND SOUTHWEST CORNERS OF VIA PIEMONTE AND VIA VILLAGIO, WITHIN THE MIXED-USE LAND USE DISTRICT OF THE PIEMONTE OVERLAY AT THE ONTARIO CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0210-205-01, 0210-204-38, 0210-204-39.

WHEREAS, ADEPT DEVELOPMENT ("Applicant") has filed an Application for the approval of a Development Plan, File No. PDEV22-014, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 13.3 acres of land generally located at 4000 East Ontario Center Parkway and the southeast and southwest corners of Via Piemonte and Via Villagio, within the Mixed-use land use district of the Piemonte Overlay at the Ontario Center Specific Plan, and is presently improved with vacant land and parking lots; and

WHEREAS, the property to the north of the Project site is within the Special Use and Mixed-use land use districts and is vacant land. The property to the east is within the Urban Commercial and Residential land use district of the Ontario Center Specific Plan and is developed with office, retail, and residential uses. The property to the south is within the Urban Commercial land use district of the Ontario Center Specific Plan and is developed with office and retail uses. The property to the west is within the Mixed-Use and Residential land use district of the Piemonte Overlay and is developed with the Arena as well as vacant land; and

WHEREAS, in 2006, the City Council approved the creation of the Piemonte Overlay of the Ontario Center Specific Plan ("Piemonte Overlay"), within the Urban Commercial land use district of the Ontario Center Specific Plan, establishing a master plan for the development of approximately 1.3 million square feet of retail, office, hotel, and entertainment uses, and more than 800 multiple-family dwelling units on the 84-acre overlay site. Several Specific Plan Amendments have been approved for the Piemonte Overlay, modifying development intensities, parking requirements, architectural guidelines, and land use designations. The most recent Specific Plan Amendment, File No. PSPA21-001, was approved by the City Council on April 19, 2022, and involved expanding the overlay boundary, adding the Mixed-Use land use designation, and establishing design guidelines for mixed-use projects; and

WHEREAS, the overall concept of the proposed Project is to construct a mixed-use development that encourages entertainment, dining, and pedestrian activities by creating spaces for a variety of uses in proximity to each other, including residential, retail, dining, gathering, and entertainment. The main elements of the mixed-use development incorporate ground floor restaurant and retail, with four levels of residential apartments above. The ground level will also be used for residential parking that will be fully covered by residential common open spaces on the level above. The areas surrounding the buildings will provide pedestrian and plaza areas for the public; and

WHEREAS, the Applicant proposes to construct four mixed-use buildings, with two buildings (Buildings A and B) located south of Ontario Center Parkway and east of the Arena building. The other two buildings (Buildings C and D) are located south of Via Villagio, north of the existing office and hotel buildings, on Via Piemonte; and

WHEREAS, access to the Project site is provided from Fourth Street to the north and Concoors Street to the south. Internal circulation for the Project is provided by Ontario Center Parkway, Via Piemonte, Via Villagio, Via Asti, and Via Alba. Via Piemonte will act as the main spine of the mixed-use Project; and

WHEREAS, the Project is required to provide a minimum of 938 parking spaces. The Project exceeds the minimum requirement by 6.8 percent, providing a total of 1,002 residential parking spaces; and

WHEREAS, the Project has a contemporary architectural style, utilizing linear and curvilinear forms with colors typically seen in natural landscapes, including mustard yellow, olive green, tan, light brown, and gray. The building elevations use combinations of color blocking, textures, materials, height, changes in wall planes, and projections to create a highly dynamic mixed-use development. Proposed building materials include products such as painted corrugated metal, stucco, glass railings, travertine, perforated metal panels, metal louvers, and textured concrete. The mix of textures, colors, and materials are arranged in various patterns that highlight the building's vertical height and changes in building facades; and

WHEREAS, the Project proposes landscaping in the plaza area and in the residential common open space areas, with a plant palette consisting of combinations of ground covers, shrubs, and tree species, including olive, oak, and Palo Verde; 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 Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) was certified on March 19, 1991, (hereinafter referred to as "Certified EIR"), in which development and use of the Project site was discussed in the Amendment to the Ontario Center Specific Plan (File No. 4059-SPA); and

WHEREAS, a Mitigated Negative Declaration was subsequently adopted on May 16, 2017, (hereinafter referred to as "MND"), in which development and use of the Project site was discussed in association with an Amendment to the Ontario Center Specific Plan (File No. PSPA16-003); and

WHEREAS, the Planning Director of the City of Ontario prepared and approved for attachment to the Certified EIR and adopted MND, an Addendum to the Certified EIR and MND (hereinafter collectively referred to as "EIR Addendum") in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the EIR Addendum was adopted by the City Council on April 19, 2022, in conjunction with File No. PSPA21-001, a Specific Plan Amendment to the Piemonte Overlay at the Ontario Center Specific Plan, in which development and use of the Project site was discussed; and

WHEREAS, the environmental impacts of this Project were thoroughly analyzed in the Certified EIR and EIR Addendum, which concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, a Development Agreement, File PDA22-003-A, B, C and D, between the City of Ontario and OTC Owner, LLC (dba Adept Development) has been filed concurrently with the Development Plan (File No. PDEV22-014) Application to establish the terms and conditions to construct four mixed-use buildings totaling 71,200 commercial square feet and 694 dwelling units (540,373 residential square feet). The Development Plan Application is contingent upon City Council approval of the Development Agreement(s); 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 Planning Commission the responsibility and authority to review and act on 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, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 20, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Decision No. DAB22-020, recommending the Planning Commission approve the Application; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the decision-making authority for the Project, the Planning Commission 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 Planning Commission finds as follows:

(1) The environmental impacts of the Project were reviewed in conjunction with an Addendum to the Ontario Center Specific Plan Environmental Impact Report (State Clearinghouse No. 1989041009) (“Certified EIR”), certified by the Ontario City Council on March 19, 1991, in conjunction with File No. 4059-SPA, in combination with an Addendum to the Mitigated Negative Declaration, adopted by the Ontario City Council on May 17, 2017, in conjunction with File No. PSPA16-003; 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 Planning Commission; 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 Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission 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 decision-making authority for the Project, the Planning Commission 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 one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix. The proposed changes affect two of the four properties listed in the Available Land Inventory (Subareas 8 and 11; Map ID No. 124 and 125). The residential capacity proposed in this Project is consistent with the number of dwelling units (198) and density (48 du/ac) specified in the Available Land Inventory.

SECTION 4: *Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 decision-making authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, 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 ALUCP.

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

(1) ***The proposed development at the proposed location is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Project is located within the Mixed-use land use district of the Policy Plan Land Use Map, and the Piemonte Overlay at the Ontario Center Specific Plan zoning district. The development standards and conditions under which the proposed Project will be constructed and maintained, is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed development is compatible with those on adjoining sites in relation to location of buildings, with particular attention to privacy, views, any physical constraint identified on the site and the characteristics of the area in which the site is located.*** The Project has been designed consistent with the requirements of the City of Ontario Development Code and the Piemonte Overlay at the Ontario Center Specific Plan zoning district, including standards relative to the particular land use proposed (mixed-use), as-well-as building intensity, building and parking setbacks, building height, number of off-street parking and loading spaces, on-site and off-site landscaping, and fences, walls and obstructions.

(3) ***The proposed development will complement and/or improve upon the quality of existing development in the vicinity of the project and the minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project.*** The Planning Commission has required certain safeguards, and impose certain conditions of approval, which have been established to ensure that: [i] the purposes of the Piemonte Overlay at the Ontario Center Specific Plan are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan, and the Piemonte Overlay at the Ontario Center Specific Plan.

(4) ***The proposed development is consistent with the development standards and design guidelines set forth in the Development Code, or applicable specific plan or planned unit development.*** The proposed Project has been reviewed for consistency with the general development standards and guidelines of the Piemonte

Overlay at the Ontario Center Specific Plan that are applicable to the proposed Project, including building intensity, building and parking setbacks, building height, amount of off-street parking and loading spaces, parking lot dimensions, design and landscaping, bicycle parking, on-site landscaping, and fences and walls, as-well-as those development standards and guidelines specifically related to the particular land use being proposed ([insert land use]). As a result of this review, the Planning Commission has determined that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the development standards and guidelines described in the Piemonte Overlay at the Ontario Center Specific Plan.

SECTION 6: *Planning Commission Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby APPROVES the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as “Attachment A,” and incorporated herein by this reference.

SECTION 7: *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 8: *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 9: *Certification to Adoption.* The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

**File No. PDEV22-014
Departmental Conditions of Approval**

(Departmental conditions of approval to follow this page)



LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 6/6/2022

File No: PDEV22-014

Related Files: PSPA21-001

Project Description: A Development Plan to construct four mixed-use buildings with approximately 63,665 commercial square feet and 694 dwelling units (540,373 residential square feet) on 13.3 acres of land located at 4000 E. Ontario Center Parkway and the southeast and southwest corners of Via Piemonte and Via Villagio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan (APNs: 0210-205-01, 0210-204-38, 0210-204-39); **submitted by Adept Development.**

Prepared By: Edmelynn V. Hutter, Senior Planner
Phone: 909.395.2429 (direct)
Email: ehutter@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Time Limits.

(a) Development Plan approval shall become null and void 2 years following the effective date of application approval, unless extended timelines are provided within associated Development Agreements, or a building permit is issued and construction is commenced, and diligently pursued toward completion, or a time extension has been approved by the Planning Director. This condition does not supersede any individual time limits specified herein, or any other departmental conditions of approval applicable to the Project, for the performance of specific conditions or improvements.

2.2 General Requirements. The Project shall comply with the following general requirements:

(a) All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, utility and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Planning Department and as amended by applicable Conditions of Approval for the subject project.

(b) The Development Plan is contingent upon City Council approval to the related Development Agreement File No. PDA22-003.

(c) The project site shall be developed in conformance with the approved plans on file with the City. Any variation from the approved plans must be reviewed and approved by the Planning Department prior to building permit issuance.

(d) The herein-listed conditions of approval from all City departments shall be included in the construction plan set for project, which shall be maintained on site during project construction.

2.3 Landscaping.

(a) The Project shall provide and continuously maintain landscaping and irrigation systems in compliance with the provisions of Ontario Development Code Division 6.05 (Landscaping).

(b) Comply with the conditions of approval of the Planning Department; Landscape Planning Division.

(c) Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by Ontario Development Code Division 6.05 (Landscaping) have been approved by the Landscape Planning Division.

(d) Changes to approved Landscape and Irrigation Construction Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Landscape Planning Division, prior to the commencement of the changes.

2.4 Walls and Fences. All Project walls and fences shall comply with the requirements of Ontario Development Code Division 6.02 (Walls, Fences and Obstructions).

2.5 Plaza Area.

(a) The Applicant shall collaborate with the Planning and Economic Development Departments to assist in finalizing the design of the plaza area surrounding the proposed Buildings A and B.

2.6 Parking, Circulation and Access.

(a) The Project shall comply with the applicable off-street parking, loading and lighting requirements of the Piemonte Overlay of the Ontario Center Specific Plan and City of Ontario Development Code Division 6.03 (Off-Street Parking and Loading). Parking requirements

for commercial uses within this Project may be accommodated by surrounding public parking facilities.

(b) All drive approaches to the Project's residential parking areas, between the adjacent public or private street and parking entrance, shall be provided with an enhanced pavement treatment. The enhanced paving shall extend from the back of the approach apron, into the site, to the first intersecting drive aisle or parking space. The design and material of the enhanced paving shall be subject to Planning Department review and approval prior to permit issuance.

(c) Areas provided to meet the City's parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

(d) The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

(e) At plan check submittal, the Applicant shall demonstrate adequate circulation and truck turning radii for trash trucks in the ground level residential parking areas.

(f) In collaboration with the City and the Applicant shall submit Parking, Circulation\Traffic Control Plan and strategy for Arena replacement parking. The Parking and Circulation Management Plan shall provide policies and procedures including, but not limited to, assigned residential parking, use of car lifts, residential guest parking, residential tandem parking, nonresidential parking, time-restricted parking areas, passenger loading areas, commercial delivery areas, monitoring, parking complaints, and enforcement of said policies and procedures. In addition, the collaboration with the City and ASM GLOBAL (Toyota Area) on a traffic control plan to ensure access to the residential units, during Arena events and a strategy for Area replacement parking.

(g) At plan check, the Applicant shall submit plans, for City review and approval, details and specifications for the proposed car lifts. Car lift parking stalls may deviate from the parking standard stall width and depth, subject to Planning Department review and approval.

(h) The Applicant shall consult with the Fire Department, Planning Department and other affected Departments, to accommodate emergency vehicle access in the area between Building A and Building B. Prior to plan check submittal, Applicant shall revise the site plan, building design and grading plans to reflect input from City Departments to accommodate emergency vehicle access in the area between Buildings A & B.

(i) Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

(j) Bicycle parking facilities, including bicycle racks, lockers, and other secure facilities, shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

2.7 Outdoor Loading and Storage Areas.

(a) Loading facilities shall be designed and constructed pursuant to Development Code Division 6.03 (Off-Street Parking and Loading).

(b) Areas designated for off-street parking, loading, and vehicular circulation and maneuvering, shall not be used for the outdoor storage of materials or equipment.

(c) Outdoor loading and storage areas, and loading doors, shall be screened from public view pursuant to the requirements of Development Code Paragraph 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors) Et Seq.

2.8 Site Lighting.

(a) All off-street parking facilities shall be provided with nighttime security lighting pursuant to Ontario Municipal Code Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch.

(b) Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property.

(c) At plan check submittal, the Applicant shall submit renderings and/or cutsheets of the proposed exterior wall lighting designs.

2.9 Mechanical and Rooftop Equipment.

(a) All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

(b) All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened through the use of landscaping and/or decorative low garden walls.

2.10 Security Standards. The Project shall comply with all applicable requirements of Ontario Municipal Code Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

2.11 Signs. The Applicant shall amend the Piemonte Signs Program to incorporate the sign design guidelines and regulations that will govern site monument signs, directional signs, building wall signs and digital advertising signs for Lots A, B, C and D. The amendment to Piemonte Sign Program shall comply with the sign design guidelines and regulations (Section 3.8.4 Signs) of the Piemonte Overlay at Ontario Center Specific Plan. The amendment to Piemonte Signs Program shall be subject to review and approval by the Planning Director.

2.12 Sound Attenuation. The Project shall be constructed and operated in a manner so as not to exceed the maximum interior and exterior noised levels set forth in Ontario Municipal

Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise). Building sound attenuation design and construction shall be based on noise levels, and/or anticipated noise levels, during non-event conditions (e.g. not during Arena events, organized outdoor events, etc.).

2.13 Covenants, Conditions and Restrictions (CC&Rs)/Mutual Access and Maintenance Agreements.

(a) The Project shall be subject to requirements and obligations stipulated in existing CC&Rs applicable to the Project site.

2.14 Alcoholic Beverage Sales.

(a) Approval of a Conditional Use Permit shall be required prior to selling alcoholic beverages, pursuant to Development Code Sections 4.02.015 (Conditional Use Permit) or 4.03.015 (Administrative Use Permits), as applicable, and shall be in compliance with Development Code Section 5.03.025.

2.15 Environmental Review.

(a) The environmental impacts of this project were previously reviewed in conjunction with File No. PSPA21-001, a Specific Plan Amendment for the Piemonte Overlay at the Ontario Center Specific Plan for which an Addendum to the Ontario Center Specific Plan (State Clearing House # 1989041009) was previously adopted by the Planning Commission on 4/19/2022. This application introduces no new significant environmental impacts. The City's "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. The previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by this reference.

(b) If human remains are found during project grading/excavation/construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and Native American consultation has been completed (if deemed applicable).

(c) If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

2.16 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 any approval of the City of Ontario, whether by its City Council, Planning Commission or other authorized board or officer. 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.

2.17 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

(b) After the Project's entitlement approval, and prior to issuance of final building permits, the Planning Department's Plan Check and Inspection fees shall be paid at the rate established by resolution of the City Council.

2.18 Additional Requirements.

(a) At plan check submittal, the Applicant shall submit colored elevations with callouts and a physical colors and sample materials board consistent with the approved entitlement plans. The color and materials board shall specify the manufacturer's name and product name.

(b) Prior to plan check submittal, the Applicant shall revise plans to show enhanced designs on the ground level for the north and west elevations of Building C, and the north, south, and east elevations for Building D.

(c) The project shall comply with all the private and common open space requirements of the Piemonte Overlay at Ontario Center Specific Plan for multi-family developments.

(d) All residential lease documents shall contain disclosures informing of potential impact to the tenant as a result of living within a mixed-use development including, but not limited to, noise, lights, odors, outdoor events, and road closures.

(e) Pursuant to Piemonte Overlay of the Ontario Center Specific Plan Section 3.2 – Allowed Uses, the uses within the Project shall comply with required land use approvals or land use prohibitions (e.g. Conditional Use Permits, Temporary Use Permits, prohibited uses).

(f) For Lots A, B, C and D, the Applicant Submit Commercial/Retail plan that demonstrates a strategy to ensure restaurant, bar and entertainment uses are a priority.

CITY OF ONTARIO
LANDSCAPE PLANNING DIVISION
 303 East "B" Street, Ontario, CA 91764

CONDITIONS OF APPROVAL

Sign Off



5/10/2022

Jamie Richardson, Sr. Landscape Planner

Date

Reviewer's Name:

Jamie Richardson, Sr. Landscape Planner

Phone:

(909) 395-2615

D.A.B. File No.:

PDEV22-014

Case Planner:

Edmelyne Hutter

Project Name and Location:

Adept Development
 4000 Ontario Center

Applicant/Representative:

Adept Development – Robert Montano robert.m@adept-dev.com (626) 405-0400
 388 Cordova Street, Suite 280
 Pasadena, CA 91101



Preliminary Plans (dated 03/30/2022) shall meet the following conditions before the submittal of landscape construction documents.



Preliminary Plans () has not been approved. Corrections noted below are required before Preliminary Landscape Plan approval.

A RESPONSE SHEET IS REQUIRED WITH RESUBMITTAL OR PLANS WILL BE RETURNED AS INCOMPLETE.

Landscape construction plans with plan check number may be emailed to:
landscapeplancheck@ontarioca.gov

Civil/ Site Plans

1. Provide an arborist report and tree inventory for existing trees, including genus, species, trunk diameter, canopy width, and condition. Show and note existing trees in good condition to remain and note trees proposed to be removed. Include existing trees within 15' of adjacent property that would be affected by new walls, footings, or on-site tree planting. Add tree protection notes on construction and demo plans to protect trees to remain. Replacement and mitigation for removed trees shall equal the trunk diameter of heritage trees removed per the Development Code Tree Preservation Policy and Protection Measures, section 6.05.020.
2. Show on demo plans and landscape construction plans trees to be preserved, removed or mitigation measures for trees removed, such as:
 - a. New 15 gallon trees min 1" diameter trunk, in addition to trees required.
 - b. New 24" box trees min 1.5" diameter trunk, in addition to trees required.
 - c. Upsizing trees on the plan one size larger such as 15 gallon to 24" box, or 24" to 36" box size.
 - d. Monetary value of the trees removed as identified in the "Guide for Plant Appraisal," approved certified arborist plant appraiser, may be equal to the value of the installation cost of planting, fertilizing, staking, and irrigating 15-gallon trees (100\$ each) to the City of Ontario Historic Preservation Fund for city tree planting or city approved combination of the above items.
3. Projects shall use recycled water for HOA maintained property (parks, parkways, neighborhood edges, common areas). Potable water with a backflow shall only be used on single-family detached properties even if HOA maintained.

4. Before permit issuance, stormwater infiltration devices located in landscape areas shall be reviewed and plans approved by the Landscape Planning Division. Any stormwater devices in parkway areas shall not displace street trees.
5. Show transformers set back 5' from paving all sides. Coordinate with landscape plans.
6. Show backflow devices set back 4' from paving on all sides. Locate on level grade
7. Locate utilities including light standards, fire hydrants, water, drain, and sewer lines to not conflict with required tree locations—coordinate civil plans with landscape plans.
8. Note for compaction to be no greater than 85% in landscape areas. All finished grades at 1 ½" below finished surfaces. Slopes to be maximum 3:1.
9. Dimension all planters to have a minimum 5' wide inside dimension.
10. Add Note to Grading and Landscape Plans: Landscape areas where compaction has occurred due to grading activities and where trees or stormwater infiltration areas are located shall be loosened by soil fracturing. For trees, a 12'x12'x18" deep area; for stormwater infiltration, the entire area shall be loosened. Add the following information on the plans: The backhoe method of soil fracturing shall be used to break up compaction. A 4" layer of Compost is spread over the soil surface before fracturing is begun. The backhoe shall dig into the soil lifting and then drop the soil immediately back into the hole. The bucket then moves to the adjacent soil and repeats. The Compost falls into the spaces between the soil chunks created. Fracturing shall leave the soil surface quite rough with large soil clods. These must be broken by additional tilling. Tilling in more Compost to the surface after fracturing per the soil report will help create an A horizon soil. Imported or reused Topsoil can be added on top of the fractured soil as needed for grading. The Landscape Architect shall be present during this process and provide certification of the soil fracturing. For additional reference, see Urban Tree Foundation – Planting Soil Specifications.

Landscape Plans

11. Provide an arborist report and tree inventory as noted in #1.
12. Common open space shall be designed to create spaces that utilize trees, landscaping, and recreational facilities. Consider incorporating elements such as landscape planters, pathways, benches, gazebos, raised planters, and other unique features. Recreational features may include permanent play areas, bocce ball, bags (cornhole), table tennis, or other activities. Consider play equipment that incorporates nature play, splash pads, or other interactive features other than traditional play equipment. Park space shall include amenities; consider spaces for family gatherings and games such as permanent table tennis, bocce ball, shade structures, fire pits, and BBQ. Incorporate with play areas. Provide unique, challenging play equipment for the playground. Consider Nature-inspired equipment from Landscape Structures, Play World, etc. Consider a small splash pad in the play area, if possible
13. During plan check, coordinate with Ontario Municipal Utilities Company (OMUC) to submit irrigation plans for recycled water systems to omucwaterquality@ontarioca.gov. OMUC shall review and approve irrigation systems utilizing recycled water before final landscape approval. Submit an electronic approval letter or memo from OMUC with the resubmittal of the landscape package.
14. Show backflow devices with 36" high strappy leaf shrub screening and trash enclosures and transformers, a 4'-5' high evergreen hedge screening. Do not encircle utility; show as masses and duplicate masses in other locations at regular intervals.
15. Locate light standards, fire hydrants, water, and sewer lines to not conflict with required tree locations. Coordinate civil plans with landscape plans
16. Show all utilities on the landscape plans. Coordinate so utilities are clear of tree locations.
17. Show any easements and identify.
18. Note on landscape plans: for compaction to be no greater than 85% at landscape areas. All finished grades at 1 ½" below finished surfaces. Slopes to be maximum 3:1.
19. Dimension all planters to have a minimum 5' wide inside dimension with 6" curbs and 12"

wide curbs where parking spaces are adjacent to planters.

20. Show landscaping in the perimeter planters and trees spaced 30' apart.
21. Locate trees for shade on buildings, parking lots, walkways, plazas, seating areas, and paving, screen blank walls and adjacent properties where missing, accent trees to entries and driveways, and provide visibility to signs, windows, and doors. Locate trees 50% of canopy width from walls, buildings, and existing trees.
22. Show accessible access route from the public sidewalk.
23. Call out the type of proposed irrigation system (dripline and pop-up stream spray tree bubblers with PCS). Include preliminary MAWA calcs. Proposed water use must meet the water budget.
24. Show landscape hydrozones on plan or legend with plants per WUCOLS. Moderate water plants may be used for part shade north and east-facing locations, low water plants everywhere else.
25. Overhead spray systems shall be designed for plant material less than the height of the spray head.
26. Show 8' diameter of mulch only at new trees, 12' min. at existing trees. Detail irrigation dripline outside of mulched root zone.
27. Designer or developer to provide agronomical soil testing and include a report on landscape construction plans.
28. Call out all fences and walls, materials proposed, and heights.
29. Show concrete mowstrips to identify property lines along open areas or to separate ownership or between maintenance areas.
30. Construction plans shall be designed and signed by a licensed landscape architect.
31. Show minimum on-site tree sizes per the Landscape Development standards; see the Landscape Planning website. 5% 48" box, 10% 36 box, 30% 24" box, 55% 15 gallon.
32. Show 25% of trees as California native (Platanus racemosa, Quercus agrifolia, Quercus wislizenii, Quercus douglasii, Cercis occidentalis, etc.) in appropriate locations.
33. Landscape construction plans shall meet the requirements of the Landscape Development Guidelines. See <http://www.ontarioca.gov/landscape-planning/standards>
34. After a project's entitlement approval, the applicant shall pay all applicable fees for landscape plan check and inspections at a rate established by resolution of the City Council. Landscape construction plans with building permit number for plan check may be emailed to: landscapeplancheck@ontarioca.gov



**ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL**

(Engineering Services Division [Land Development Section and Environmental Section], Traffic & Transportation Division, Ontario Municipal Utilities Company and Broadband Operations & Investment and Revenue Resources Department Conditions incorporated)

<input checked="" type="checkbox"/> DEVELOPMENT PLAN <input type="checkbox"/> OTHER	<input type="checkbox"/> PARCEL MAP <input type="checkbox"/> TRACT MAP <input type="checkbox"/> FOR CONDOMINIUM PURPOSES
PROJECT FILE NO. <u>PDEV22-014</u> RELATED FILE NO(S). _____	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISED: <u> / / </u>	

CITY PROJECT ENGINEER & PHONE NO: Antonio Alejos *AA* (909) 395-2384
 Raymond Lee *RL* (909) 395-2104
CITY PROJECT PLANNER & PHONE NO: Edmelynn Hutter (909) 395-2429

DAB MEETING DATE: June 20th, 2022

PROJECT NAME / DESCRIPTION: PDEV22-014, a Development Plan to construct four (4) mixed-use buildings on 13.3 acres of land

LOCATION: 4000 East Ontario Center Parkway
 SWC Via Villagio & Via Piemonte
 SEC Via Villagio & Via Piemonte

APPLICANT: Adept Development

REVIEWED BY: *[Signature]* 5-25-22
 Khoi Do, P.E. Date
 City Engineer

APPROVED BY: *[Signature]* 5-25-22
 Khoi Do, P.E. Date
 City Engineer



accompanying security as required, or complete all public improvements.

- 1.10 Provide a monument bond (i.e. cash deposit) in an amount calculated by the City's approved cost estimate spreadsheet (available for download on the City's website: www.ci.ontario.ca.us) or as specified in writing by the applicant's Registered Engineer or Licensed Land Surveyor of Record and approved by the City Engineer, whichever is greater.
- 1.11 Provide a preliminary title report current to within 30 days.
- 1.12 File an application, together with an initial deposit (if required), to establish a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities District Act of 1982. The application and fee shall be submitted a minimum of four (4) months prior to final subdivision map approval, and the CFD shall be established prior to final subdivision map approval or issuance of building permits, whichever occurs first. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole lead agency in the formation of any CFD. Contact Investment and Revenue Resources at (909) 395-2341 to initiate the CFD application process.
- 1.13 Ontario Ranch Developments:
 - 1) Provide evidence of final cancellation of Williamson Act contracts associated with this tract, prior to approval of any final subdivision map. Cancellation of contracts shall have been approved by the City Council.
 - 2) Provide evidence of sufficient storm water capacity availability equivalents (Certificate of Storm Water Treatment Equivalents).
 - 3) Provide evidence of sufficient water availability equivalents (Certificate of Net MDD Availability).
- 1.14 Other conditions: _____

2. PRIOR TO ISSUANCE OF ANY PERMITS, APPLICANT SHALL:

**A. GENERAL
 (Permits includes Grading, Building, Demolition and Encroachment)**

- 2.01 Record Parcel Map/Tract Map No. _____ pursuant to the Subdivision Map Act and in accordance with the City of Ontario Municipal Code.
- 2.02 Submit a PDF of the recorded map to the City Engineer's office.
- 2.03 **Note that the subject parcels are a recognized parcel in the City of Ontario per Parcel 1 of Parcel Map No. 17978 as recorded in Book 216 of Parcel Maps, pages 44-45, inclusive in the Office of the County Recorder, County of San Bernardino, California and per Parcel 20 & 23 of Parcel Map No. 17550 as recorded in Book 216 of Parcel Maps, pages 7-20, inclusive in the Office of the County Recorder, County of San Bernardino, California.**
- 2.04 Note that the subject parcel is an 'unrecognized' parcel in the City of Ontario and shall require a Certificate of Compliance to be processed unless a deed is provided confirming the existence of the parcel prior to the date of March 4, 1972.
- 2.05 Apply for a:
 - Certificate of Compliance with a Record of Survey;
 - Lot Line Adjustment (Record a Conforming Deed with the County of San Bernardino within six months of the recordation of the Lot Line Adjustment to conform the new LLA legal description. Submit a copy of the recorded Conforming Deed to the Engineering Department.);
 - Make a Dedication of Easement.



- 2.06 Provide (original document) Covenants, Conditions and Restrictions (CC&R's), as applicable to the project, and as approved by the City Attorney and the Engineering and Planning Departments, ready for recordation with the County of San Bernardino. The CC&R's shall provide for, but not be limited to, common ingress and egress, joint maintenance of all common access improvements, common facilities, parking areas, utilities, median, landscaping improvements and drive approaches in addition to maintenance requirements established in the Water Quality Management Plan (WQMP), as applicable to the project. The CC&Rs shall also address the maintenance and repair responsibility for public improvements/utilities (sewer, water, storm drain, recycled water, etc.) located within open space/easements and shall clearly distinguish between public and private utilities within these spaces. In the event of any maintenance or repair of these facilities, the City shall only restore disturbed areas to current City Standards.

Note: The existing CC&Rs recorded with Parcel Map No. 17550 and on file with the Planning Department may require amendment to address the maintenance and other responsibilities of the new HOA as it relates to the existing overall Piemonte development.

- 2.07 For all development occurring south of the Pomona Freeway (60-Freeway) and within the specified boundary limits (per Boundary Map found at <http://tceplumecleanup.com/>), the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter". Property owner may wish to provide this Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

- 2.08 Submit a soils/geology report.

- 2.09 Other Agency Permit/Approval: Submit a copy of the approved permit and/or other form of approval of the project from the following agency or agencies:

- State of California Department of Transportation (Caltrans)
- San Bernardino County Road Department (SBCRD)
- San Bernardino County Flood Control District (SBCFCD)
- Federal Emergency Management Agency (FEMA)
- Cucamonga Valley Water District (CVWD) for sewer/water service
- United States Army Corps of Engineers (USACE)
- California Department of Fish & Game
- Inland Empire Utilities Agency (IEUA)
- Other: Non-interference Letter required from each easement holder listed in the title report

- 2.10 Dedicate to the City of Ontario the right-of-way described below:

_____ feet on _____
Property line corner 'cut-back' required at the intersection of _____
and _____.

- 2.11 Dedicate to the City of Ontario the following easement(s):

- a. 13.5-ft width minimum (behind existing 10.5-ft easement) Public Utility Easement for public sidewalk, public utility, and pedestrian access purposes across the proposed vehicle drop-off and additional street parking stalls along Ontario Center Parkway property frontage.



- 2.12 Vacate the following street(s) and/or easement(s):**
 - a. All interfering on-site easements shall be quitclaimed, vacated, and/or submit non-interference letter from affected owner/utility company.**

- 2.13 Ontario Ranch Developments:**
 - 1) Submit a copy of the permit from the San Bernardino County Health Department to the Engineering Department and the Ontario Municipal Utilities Company (OMUC) for the destruction/abandonment of the on-site water well. The well shall be destroyed/abandoned in accordance with the San Bernardino County Health Department guidelines.
 - 2) Make a formal request to the City of Ontario Engineering Department for the proposed temporary use of an existing agricultural water well for purposes other than agriculture, such as grading, dust control, etc. Upon approval, the Applicant shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by said agreement.
 - 3) Design proposed retaining walls to retain up to a maximum of three (3) feet of earth. In no case shall a wall exceed an overall height of nine (9) feet (i.e. maximum 6-foot high wall on top of a maximum 3-foot high retaining wall).

- 2.14 Submit a security deposit to the Engineering Department to guarantee construction of the public improvements required herein valued at 100% of the approved construction cost estimate. Security deposit shall be in accordance with the City of Ontario Municipal Code. Security deposit will be eligible for release, in accordance with City procedure, upon completion and acceptance of said public improvements.**

- 2.15 The applicant/developer shall submit all necessary survey documents prepared by a Licensed Surveyor registered in the State of California detailing all existing survey monuments in and around the project site. These documents are to be reviewed and approved by the City Survey Office.

- 2.16 Pay all Development Impact Fees (DIF) to the Building Department. Final fee shall be determined based on the approved site plan.**

- 2.17 Other conditions:**
 - a. The applicant/developer shall ensure that the project is developed in accordance with all requirements of the Ontario Center Specific Plan.**



B. PUBLIC IMPROVEMENTS

(See attached Exhibit 'A' for plan check submittal requirements.)

- 2.17 Design and construct full public improvements in accordance with the City of Ontario Municipal Code, current City standards and specifications, master plans and the adopted specific plan for the area, if any. These public improvements shall include, but not be limited to, the following (checked boxes):

Improvement	Ontario Center Pw	Concours St	Fourth St	Via Piemonte
Curb and Gutter	<input checked="" type="checkbox"/> Relocate and reconstruct along proposed vehicle turnout & street parking stalls	<input type="checkbox"/> New; ___ ft. from C/L <input type="checkbox"/> Replace damaged <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New; ___ ft. from C/L <input type="checkbox"/> Replace damaged <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New; ___ ft. from C/L <input type="checkbox"/> Replace damaged <input type="checkbox"/> Remove and replace
AC Payement	<input type="checkbox"/> Replacement <input type="checkbox"/> Widen ___ additional feet along frontage, including pavm't transitions	<input type="checkbox"/> Replacement <input type="checkbox"/> Widen ___ additional feet along frontage, including pavm't transitions	<input type="checkbox"/> Replacement <input type="checkbox"/> Widen ___ additional feet along frontage, including pavm't transitions	<input type="checkbox"/> Replacement <input type="checkbox"/> Widen ___ additional feet along frontage, including pavm't transitions
PCC Pavement (Truck Route Only)	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing
Drive Approach	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input checked="" type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace
Sidewalk	<input checked="" type="checkbox"/> New sidewalk behind proposed vehicle turnout & street parking stalls	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace
ADA Access Ramp	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace
Parkway	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation)	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation)	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation)	<input type="checkbox"/> Trees <input type="checkbox"/> Landscaping (w/irrigation)
Raised Landscaped Median	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace	<input type="checkbox"/> New <input type="checkbox"/> Remove and replace
Fire Hydrant	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation



Sewer (see Sec. 2.C)	<input checked="" type="checkbox"/> Laterals	<input checked="" type="checkbox"/> Laterals	<input type="checkbox"/> Main <input type="checkbox"/> Lateral	<input checked="" type="checkbox"/> Laterals
Water (see Sec. 2.D)	<input type="checkbox"/> Main <input type="checkbox"/> Service	<input checked="" type="checkbox"/> Services	<input type="checkbox"/> Main <input type="checkbox"/> Service	<input checked="" type="checkbox"/> Services
Recycled Water (see Sec. 2.E)	<input checked="" type="checkbox"/> Service	<input checked="" type="checkbox"/> Service	<input type="checkbox"/> Main <input type="checkbox"/> Service	<input type="checkbox"/> Main <input type="checkbox"/> Service
Traffic Signal System (see Sec. 2.F)	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input checked="" type="checkbox"/> Modify existing	<input checked="" type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing
Traffic Signing and Striping (see Sec. 2.F)	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input checked="" type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing
Street Light (see Sec. 2.F)	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation	<input type="checkbox"/> New / Upgrade <input type="checkbox"/> Relocation
Vehicle Turn-out (see Sec. 2.F)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing	<input type="checkbox"/> New <input type="checkbox"/> Modify existing
Storm Drain (see Sec. 2.G)	<input type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral	<input type="checkbox"/> Main <input type="checkbox"/> Lateral
Fiber Optics (see Sec. 2.K)	<input type="checkbox"/> Conduit / Appurtenances	<input checked="" type="checkbox"/> Conduit / Appurtenances	<input type="checkbox"/> Conduit / Appurtenances	<input checked="" type="checkbox"/> Conduit / Appurtenances
Overhead Utilities	<input type="checkbox"/> Underground <input type="checkbox"/> Relocate	<input type="checkbox"/> Underground <input type="checkbox"/> Relocate	<input type="checkbox"/> Underground <input type="checkbox"/> Relocate	<input type="checkbox"/> Underground <input type="checkbox"/> Relocate
Removal of Improvements	_____	_____	_____	_____
Other Improvements	_____	_____	_____	_____

Specific notes for improvements listed in item no. 2.17, above: _____

- 2.18 Construct a 2" asphalt concrete (AC) grind and overlay on the following street(s): _____
- 2.19 Reconstruction of the full pavement structural section, per City of Ontario Standard Drawing number 1011, may be required based on the existing pavement condition and final street design. Minimum limits of reconstruction shall be along property frontage, from street centerline to curb/gutter.



- 2.20 Make arrangements with the Cucamonga Valley Water District (CVWD) to provide water service sewer service to the site. This property is within the area served by the CVWD and Applicant shall provide documentation to the City verifying that all required CVWD fees have been paid.
- 2.21 Overhead utilities shall be under-grounded, in accordance with Title 7 of the City's Municipal Code (Ordinance No. 2804 and 2892). Developer may pay in-lieu fee, approximately _____, for undergrounding of utilities in accordance with Section 7-7.302.e of the City's Municipal Code.
- 2.22 Other conditions: _____

C. SEWER

- 2.23 **An 8-inch, 10-inch & 12-inch sewer main is available for connection by this project in Via Piemonte, Ontario Center Parkway & Concours Street. (Ref: Sewer Drawing Number: S13831, S13827 & S13405)**
- 2.24 Design and construct a sewer main extension. A sewer main is not available for direct connection. The closest main is approximately _____ feet away.
- 2.25 Submit documentation that shows expected peak loading values for modeling the impact of the subject project to the existing sewer system. The project site is within a deficient public sewer system area. Applicant shall be responsible for all costs associated with the preparation of the model. Based on the results of the analysis, Applicant may be required to mitigate the project impact to the deficient public sewer system, including, but not limited to, upgrading of existing sewer main(s), construction of new sewer main(s) or diversion of sewer discharge to another sewer.
- 2.26 **Other conditions:**
 - a. **See attached Ontario Municipal Utilities Company (OMUC) Conditions of Approval.**

D. WATER

- 2.27 **An 8-inch, 12-inch & 16-inch water main is available for connection by this project in Via Piemonte, Ontario Center Parkway & Concours Street. (Ref: Domestic Water Drawing Number: W13048, W13055 & W10391)**
- 2.28 Design and construct a water main extension. A water main is not available for direct connection. The closest main is approximately _____ feet away.
- 2.29 **Other conditions:**
 - a. **See attached Ontario Municipal Utilities Company (OMUC) Conditions of Approval.**

E. RECYCLED WATER

- 2.30 **An 8-inch recycled water main is available for connection by this project in Ontario Center Parkway & Concours Street. (Ref: Recycled Water Drawing Number: P10075 & P10000)**
- 2.31 Design and construct an on-site recycled water system for this project. A recycled water main does exist in the vicinity of this project.
- 2.32 Design and construct an on-site recycled water ready system for this project. A recycled water main does not currently exist in the vicinity of this project, but is planned for the near future. If Applicant would like to connect to this recycled water main when it becomes available, the cost for the connection shall be borne solely by the Applicant.
- 2.33 **Submit two (2) hard copies and one (1) electronic copy, in PDF format, of the Engineering Report (ER), for the use of recycled water, to the OMUC for review and subsequent submittal to the California Department of Public Health (CDPH) for final approval.**

Note: The OMUC and the CDPH review and approval process will be approximately three (3) months. Contact the Ontario Municipal Utilities Company at (909) 395-2647 regarding this requirement.

- 2.34 **Other conditions:**
 - a. **See attached Ontario Municipal Utilities Company (OMUC) Conditions of Approval.**



F. TRAFFIC / TRANSPORTATION

- 2.35 Submit a focused traffic impact study, prepared and signed by a Traffic/Civil Engineer registered in the State of California. The study shall address, but not be limited to, the following issues as required by the City Engineer:
 - 1. On-site and off-site circulation
 - 2. Traffic level of service (LOS) at 'build-out' and future years
 - 3. Impact at specific intersections as selected by the City Engineer
- 2.36 New traffic signal installations shall be added to Southern California Edison (SCE) customer account number # 2-20-044-3877.
- 2.37 **Other conditions:**
 - a. **The applicant/developer shall design and construct all proposed driveways in accordance with City of Ontario Standard Drawing No. 1204 for Commercial Driveways.**
 - b. **The applicant/developer shall design and construct the proposed vehicle turn-out and street parking stalls along Ontario Center Parkway to the satisfaction of the City Engineer.**
 - c. **The applicant/developer shall be responsible to design and construct the Via Piemonte street improvements and signing/stripping for the south bound No. 2 thru lane drop transition, south of Fourth Street, per CA-MUTCD requirements for a 25 MPH design speed. The applicant/developer shall provide layouts of lanes, with widths and centerline alignments during plan check to verify lane alignment through the intersection.**
 - d. **The applicant/developer shall be responsible to design and construct modifications to the existing traffic signal on Fourth Street & Via Piemonte/Resort Parkway. The traffic signal modification shall address relocation or upgrade of any affected equipment including poles, video detection, interconnect cable and conduit, emergency vehicle preemption systems, and bicycle detection to the satisfaction of the City Engineer. All new signal equipment shall be installed at its ultimate location, unless precluded by right-of-way limitations. The applicant/developer shall design and construct the ultimate signing and striping improvements on Fourth Street necessary to accommodate westbound dual-left turn lanes and on Via Piemonte/Resort Parkway to accommodate northbound turning movements.**
 - e. **The applicant/developer shall be responsible to design and construct modifications to the existing traffic signal on Concours Street and project driveway/Ferrari Lane. The traffic signal modification shall address relocation or upgrade of any affected equipment including poles, video detection, interconnect cable and conduit, emergency vehicle preemption systems, and bicycle detection to the satisfaction of the City Engineer. All new signal equipment shall be installed at its ultimate location, unless precluded by right-of-way limitations.**
 - f. **The applicant/developer's engineer-of-record shall meet with City Engineering staff prior to designing and submitting for plan check the traffic signal, starting signing/stripping and street lighting design plans to define limits of improvements.**
 - g. **The proposed gate at the project driveway at the intersection of Concours Street and Ferrari Lane shall be set back from the public right-of-way per the findings of a queuing analysis. A vehicular turnaround area shall be incorporated into the design, to the satisfaction of the City Engineer.**
 - h. **The proposed project driveway at the intersection of Concours Street & Ferrari Lane shall be wide enough to accommodate a single in-bound lane that aligns with the thru lane on Ferrari Lane. The proposed project driveway must also provide an out-bound left turn lane and out-bound thru-right turn lane. The outbound lane configurations and storage capacity shall be based on the findings of a queuing analysis for the proposed project driveway. The proposed project driveway width and curb return radii shall be based on the requirements of site-specific design vehicle turning radii. The Applicant/Developer shall provide conceptual layouts of lanes, with widths and centerline alignments to verify lane alignment through the intersection.**
 - i. **The proposed project driveway approximately 200-feet south of Concours Street shall be restricted to right-in/right-out ingress/egress due to the existing raised median on Concours Street.**
 - j. **The existing parking restrictions along Fourth Street, Ontario Center Parkway and Concours Street are to remain in place upon development of the project site.**



- k. All landscaping, block walls, and other obstructions shall be compatible with the stopping sight distance requirements per City of Ontario Standard Drawing No. 1309.

G. DRAINAGE / HYDROLOGY

- 2.38 A 36-inch & 72-inch storm drain main is available to accept flows from this project in Ontario Center Parkway.
 (Ref: Storm Drain Drawing Number: D11774 & D11417). All onsite storm drain shall be considered private and thereby privately maintained.
- 2.39 Submit a hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California. The study shall be prepared in accordance with the San Bernardino County Hydrology Manual and City of Ontario standards and guidelines. Additional drainage facilities, including, but not limited to, improvements beyond the project frontage, may be required to be designed and constructed, by Applicant, as a result of the findings of this study.
- 2.40 An adequate drainage facility to accept additional runoff from the site does not currently exist downstream of the project. Design and construct a storm water detention facility on the project site. 100-year post-development peak flow shall be attenuated such that it does not exceed 80% of pre-development peak flows, in accordance with the approved hydrology study and improvement plans.
- 2.41 Submit a copy of a recorded private drainage easement or drainage acceptance agreement to the Engineering Department for the acceptance of any increase to volume and/or concentration of historical drainage flows onto adjacent property, prior to approval of the grading plan for the project.
- 2.42 Comply with the City of Ontario Flood Damage Prevention Ordinance (Ordinance No. 2409). The project site or a portion of the project site is within the Special Flood Hazard Area (SFHA) as indicated on the Flood Insurance Rate Map (FIRM) and is subject to flooding during a 100-year frequency storm. The site plan shall be subject to the provisions of the National Flood Insurance Program.
- 2.43 Other conditions: _____

H. STORM WATER QUALITY / NATIONAL POLLUTANT DISCHARGE AND ELIMINATION SYSTEM (NPDES)

- 2.44 401 Water Quality Certification/404 Permit – Submit a copy of any applicable 401 Certification or 404 Permit for the subject project to the City project engineer. Development that will affect any body of surface water (i.e. lake, creek, open drainage channel, etc.) may require a 401 Water Quality Certification from the California Regional Water Quality Control Board, Santa Ana Region (RWQCB) and a 404 Permit from the United States Army Corps of Engineers (USACE). The groups of water bodies classified in these requirements are perennial (flow year round) and ephemeral (flow during rain conditions, only) and include, but are not limited to, direct connections into San Bernardino County Flood Control District (SBCFCD) channels.
 If a 401 Certification and/or a 404 Permit are not required, a letter confirming this from Applicant's engineer shall be submitted.
 Contact information: USACE (Los Angeles District) (213) 452-3414; RWQCB (951) 782-4130.
- 2.45 Submit a Water Quality Management Plan (WQMP) or amend the previously Accepted WQMP for the project. This plan shall be approved by the Engineering Department prior to approval of any grading plan. The WQMP shall be submitted, utilizing the current San Bernardino County Stormwater Program template, available at: <http://www.sbcounty.gov/dpw/land/npdes.asp>.
- 2.46 Design and construct a Connector Pipe Trash Screen or equivalent Trash Treatment Control Device, per catch basin located within or accepting flows tributary of a Priority Land Use (PLU) area that meets the Full Capture System definition and specifications, and is on the Certified List of the State Water Resources Control Board. The device shall be adequately sized per catch basin and include a deflector screen with vector control access for abatement application, vertical support bars, and removable component to facilitate maintenance and cleaning.
- 2.47 Other conditions: _____



J. SPECIAL DISTRICTS

- 2.48 File an application, together with an initial deposit (if required), to establish a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities District Act of 1982. The application and fee shall be submitted a minimum of four (4) months prior to final subdivision map approval, and the CFD shall be established prior to final subdivision map approval or issuance of building permits, whichever occurs first. The CFD shall be established upon the subject property to provide funding for various City services. An annual special tax shall be levied upon each parcel or lot in an amount to be determined. The special tax will be collected along with annual property taxes. The City shall be the sole lead agency in the formation of any CFD. Contact Investment and Revenue Resources at (909) 395-2341 to initiate the CFD application process.
- 2.49 Other conditions: _____

K. FIBER OPTIC

- 2.50 A fiber optic line is available for connection by this project in Via Piemonte, Ontario Center Parkway, & Concours Street.
(Ref: Fiber Optic Drawing Number: Unknown)
- 2.51 Design and construct fiber optic system to provide access to the City's conduit and fiber optic system per the City's Fiber Optic Master Plan. Building entrance conduits shall start from the closest OntarioNet hand hole constructed along the project frontage in the ROW and shall terminate in the main telecommunications room for each building. Conduit infrastructure shall interconnect with the primary and/or secondary backbone fiber optic conduit system at the nearest OntarioNet hand hole. Generally located along the intersection of Via Piemonte & Via Villagio and Concours Street & Ferrari Ln.
- 2.52 Refer to the City's Fiber Optic Master Plan for design and layout guidelines. Contact the Broadband Operations Department at (909) 395-2000, regarding this requirement.



3. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, APPLICANT SHALL:

- 3.01 Set new monuments in place of any monuments that have been damaged or destroyed as a result of construction of the subject project. Monuments shall be set in accordance with City of Ontario standards and to the satisfaction of the City Engineer.
- 3.02 Complete all requirements for recycled water usage.
 - 1) Procure from the OMUC a copy of the letter of confirmation from the California Department of Public Health (CDPH) that the Engineering Report (ER) has been reviewed and the subject site is approved for the use of recycled water.
 - 2) Obtain clearance from the OMUC confirming completion of recycled water improvements and passing of shutdown tests and cross connection inspection, upon availability/usage of recycled water.
 - 3) Complete education training of on-site personnel in the use of recycled water, in accordance with the ER, upon availability/usage of recycled water.
- 3.03 The applicant/developer shall submit all final survey documents prepared by a Licensed Surveyor registered in the State of California detailing all survey monuments that have been preserved, revised, adjusted or set along with any maps, corner records or Records of Survey needed to comply with these Conditions of Approvals and the latest edition of the California Professional Land Survey Act. These documents are to be reviewed and approved by the City Survey Office.
- 3.04 Ontario Ranch Projects: For developments located at an intersection of any two collector or arterial streets, the applicant/developer shall set a monument if one does not already exist at that intersection. Contact the City Survey office for information on reference benchmarks, acceptable methodology and required submittals.
- 3.05 Confirm payment of all Development Impact Fees (DIF) to the Building Department.
- 3.06 Submit electronic copies (PDF and Auto CAD format) of all approved improvement plans, studies and reports (i.e. hydrology, traffic, WQMP, etc.).

4. PRIOR TO FINAL ACCEPTANCE, APPLICANT SHALL:

- 4.01 Complete all Conditions of Approval listed under Sections 1-3 above.
- 4.02 Pay all outstanding fees pursuant to the City of Ontario Municipal Code, including but not limited to, plan check fees, inspection fees and Development Impact Fees.
- 4.03 The applicant/developer shall submit a written request for the City's final acceptance of the project addressed to the City Project Engineer. The request shall include a completed Acceptance and Bond Release Checklist, state that all Conditions of Approval have been completed and shall be signed by the applicant/developer. Upon receipt of the request, review of the request shall be a minimum of 10 business days. Conditions of Approval that are deemed incomplete by the City will cause delays in the acceptance process.
- 4.04 Submit record drawings (PDF) for all public improvements identified within Section 2 of these Conditions of Approval.



EXHIBIT 'A'

**ENGINEERING DEPARTMENT
First Plan Check Submittal Checklist**

Project Number: PDEV22-014

The following items are required to be included with the first plan check submittal:

1. **A copy of this check list**
2. **Payment of fee for Plan Checking**
3. **One (1) copy of Engineering Cost Estimate (on City form) with engineer's wet signature and stamp.**
4. **One (1) copy of project Conditions of Approval**
5. **Include a PDF (electronic submittal) of each required improvement plan at every submittal.**
6. **Two (2) sets of Potable and Recycled Water demand calculations (include water demand calculations showing low, average, and peak water demand in GPM for the proposed development and proposed water meter size).**
7. **Three (3) sets of Public Street improvement plan with street cross-sections**
8. **Four (4) sets of Public Water improvement plan (include water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size)**
9. **Four (4) sets of Recycled Water improvement plan (include recycled water demand calculations showing low, average and peak water demand in GPM for the proposed development and proposed water meter size and an exhibit showing the limits of areas being irrigated by each recycled water meter)**
10. **Four (4) sets of Public Sewer improvement plan**
11. **Five (5) sets of Public Storm Drain improvement plan**
12. **Three (3) sets of Public Street Light improvement plan**
13. **Three (3) sets of Signing and Striping improvement plan**
14. **Three (3) sets of Fiber Optic plan (include Auto CAD electronic submittal)**
15. **Three (3) sets of Dry Utility plans within public right-of-way (at a minimum the plans must show existing and ultimate right-of-way, curb and gutter, proposed utility location including centerline dimensions, wall to wall clearances between proposed utility and adjacent public line, street work repaired per Standard Drawing No. 1306. Include Auto CAD electronic submittal)**
16. **Three (3) sets of Traffic Signal improvement plan and One (1) copy of Traffic Signal Specifications with modified Special Provisions. Please contact the Traffic Division at (909) 395-2154 to obtain Traffic Signal Specifications.**
17. **Two (2) copies of Water Quality Management Plan (WQMP), including one (1) copy of the approved Preliminary WQMP (PWQMP).**
18. **One (1) copy of Hydrology/Drainage study**
19. **One (1) copy of Soils/Geology report**
20. **Payment for Final Map/Parcel Map processing fee**



- 21. Three (3) copies of Final Map/Parcel Map
- 22. One (1) copy of approved Tentative Map
- 23. One (1) copy of Preliminary Title Report (current within 30 days)
- 24. One (1) copy of Traverse Closure Calculations
- 25. One (1) set of supporting documents and maps (legible copies): referenced improvement plans (full size), referenced record final maps/parcel maps (full size, 18"x26"), Assessor's Parcel map (full size, 11"x17"), recorded documents such as deeds, lot line adjustments, easements, etc.
- 26. **Two (2) copies of Engineering Report and an electronic file (include PDF format electronic submittal) for recycled water use**
- 27. **Other:**
 - a. **Three (3) copies of Public Easement Dedication Form (include all items in Public Easement Dedication Application Checklist)**



CITY OF ONTARIO MEMORANDUM



DATE: May 25, 2022
TO: Antonio Alejos, Engineering Department
CC: Edmelyne Hutter, Planning Department
FROM: Jeff Krizek, Utilities Engineering
SUBJECT: DPR #1- Utilities Engineering Conditions of Approval (#8292)
PROJECT NO.: PDEV22-014

BRIEF DESCRIPTION

PDEV22-014, to construct four mixed used buildings totaling 63,665 commercial SF and 694 dwelling units (480,771 residential SF) on 13.3 AC located at 4000 E Ontario Center Pkwy and the SE & SW corners of Via Piemonte and Via Villagio, within the Mixed- use land use district of the Piemonte Overlay of the Ontario Center SP. Related File: PSPA21-001).

OMUC UTILITIES ENGINEERING DIVISION CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL: *The Ontario Municipal Utilities Company (OMUC) Utilities Engineering Division recommends this application for approval subject to the Conditions of Approval outlined below and compliance with the City's Design Development Guidelines, Specifications Design Criteria, and City Standards. The Applicant shall be responsible for the compliance with and the completion of all the following applicable Conditions of Approval prior to the following milestones and subject to compliance with City's Design Development Guidelines, Specifications Design Criteria, and City Standards:*

1. **Standard Conditions of Approval:** Project shall comply with the requirements as set forth in the Amendment to the Standard Conditions of Approval for New Development Projects adopted by the City Council (Resolution No. 2017-027) on April 18, 2017, or as amended or superseded by Council Resolution; as well as the project-specific conditions/requirements as outlined below.

Prior to Issuance of Any Permits (Grading, Building, Demolition and Encroachment), unless other timeline milestones are specified by individual conditions below, the Applicant Shall:

General Conditions (Section 2.A, Other conditions): The Applicant shall comply with the following:

2. **Inherited Requirements:** This project is subject to all the requirements set forth in the: Ontario Center Specific Plan (as amended); and, Piemonte Overlay at Ontario Center Specific Plan (as amended). Any conflict in Conditions of Approval and requirements, the Conditions of Approval below for this Project will supersede.
3. **Final Utilities Systems Map (USM):** Submit a Final Utilities Systems Map (USM) as part of the precise grading plan submittal that meets all the City's USM requirements. These requirements include to show and label all existing and proposed utilities (including all appurtenances such as backflow devices, DCDA's, etc.), sizes, points of connection, and any easements. The final utility design shall comply with all Division of Drinking Water (CCR §64572) Separation Requirements. See Utility Systems Map (USM) Requirements document for details.
4. **Note the following definitions and concepts for Public Utility Improvements and Private Utility Improvements:** Public Improvements should be designed per City Public Design Guidelines and City Standards and constructed through a City Encroachment Permit; and, Private Onsite Improvements should be designed per Building Code and Plumbing Code and constructed through a City Building Permit.
 - a. Public Utility Improvements include the following: water main pipelines and sewer main pipelines; sewer laterals connecting to a Public Sewer Main up to the Cleanout (or Manhole) at PL/RoW per Standard #2003; water services and connected apparatuses (Meters/Meter Boxes, Fire Hydrants, Airvacs, Blowoffs, etc) connecting to a Public Water Main per City Standards; and, Fire Services connecting to a Public Water Main from the Main up to the DCDA per Standard #4208. Public Water Improvements and Public Sewer

Improvements are required to be designed and constructed through Public Improvement Plans with Plan View and Profile View per City Standards, Guidelines, and Requirements.

- b. Private Utility Improvements include the following: onsite water plumbing lines after a Public Meter, or after the Fire DCDA and including the DCDA (Per City Standard #4208); Backflow Devices (per City Standards #4206 and #4207) and other Cross-Connection Prevention; onsite sewer upstream of the Public Sewer Lateral, including the Cleanout (or Manhole) at PL/RoW/PUE Edge per Standard #2003; Monitoring Manholes and other Wastewater Pretreatment Facilities. Private Onsite Utility Improvements are required to be designed and constructed per Building and Plumbing Plans with: the Backflows, DCDAs, Cleanout (or Manhole) at PL/RoW/PUE Edge, and Monitoring Manholes being designed and constructed through a Precise Grading Plan; and, the other Pretreatment Devices (Grease Interceptor, Sand, Oil Interceptors, etc) and the connections to the buildings and structures through a building Plumbing Plan.
5. **Utility Easements:** Any City of Ontario Public Utilities that will not be installed within the public Right-of-Way (RoW), shall be installed within a Public Utility Easement (PUE) and shall comply with the following requirements (as applicable, these requirements also apply to utilities in Public RoW and Public RoW/PUE combinations):
- a. The PUE shall be a minimum of 20 feet wide, centered on the utility main contained within it with 10 feet of PUE on each side of each main;
 - b. The PUE shall be a minimum of 10 feet wide, centered on the utility services/laterals contained within it with 5 feet of PUE on each side of each service/lateral;
 - c. The PUE shall be a minimum of 5 feet behind and 5 feet on each side of a water meter box, and 5 feet on each side of water apparatuses (fire hydrants, blowoffs, airvacs, etc);
 - i. For any above ground public water appurtenances (fire hydrants, blowoffs, airvacs, etc) that are behind non-raised curbs (no curb, 0" curb, roll curb, v-curb, or non-raised curb) or far enough back from curb or in a curve return, install bollard protect posts per Standard #4303 as required by Ontario Municipal Utilities Company field staff.
 - d. The PUE shall not contain any storm water improvements (infiltration, detention, retention, bioswale, etc), landscaping with thick or intrusive root structures, or any permanent structures or overhangs of permanent structures;
 - e. The PUE surface shall be improved and shall be designed to allow vehicle access over and along the full length and width of the utility main by any City maintenance vehicle.
 - f. Within a PUE, all Department of Drinking Water (DDW) Water Main Separations per California Code of Regulations (CCR) §64572 shall be met between all Public City Utilities, Non-City Utilities, and Private utilities. Additionally, at minimum there shall be a 4 feet horizontal separation between each utility as measured between the outside walls of the utility pipelines, or in the case of a Joint Utility Trench, between the outside wall of the Joint Utility Trench and the outside wall of the Utility Pipeline.
6. **Unused Service Abandonment:** All adjacent water services (along with connected apparatuses) and sewer laterals along the frontages of the project site not used to provide service to this Development Project shall be abandoned back to the main in accordance with City Standards and Practices.
- a. Prior to the reconstruction of Via Piemonte between Fourth Street and Liliana Paseo, all unused water services and sewer laterals shall be abandoned back to the main.
7. **Street Relocation/Reconstruction:** For any Streets/Roads being Relocated/Reconstructed, any existing Public Utility Mains must be located within the street section between curbs/road edge and any Public Utility Mains must be located 5 feet minimum from curbface to utility main centerline, otherwise the utility main shall be relocated/replaced in an alignment that meets these requirements per City Standards and Design Guidelines.

Sanitary Sewer Conditions (Section 2.C): The Applicant shall comply with the following:

8. **Sanitary Sewer Service:**
- a. Each building and its onsite private sewer system shall discharge wastewater to the Public Sanitary Sewer System through a Public Sewer Lateral per Standard #2003. The quantity of Public Sewer Laterals for each building shall be limit to the minimum necessary to meet all of the conditions of approved and as limited by the City.
 - b. **Public Sewer Laterals and Storm Water Quality Improvements:** No storm water quality improvements (infiltration, detention, retention, bioswale, etc) shall be installed above or with 5 feet of any Public Sewer Lateral.

9. Private Onsite Sewer System and Plumbing: The Onsite Sewer System shall be privately maintained by the property owner and shall meet the following requirements:
- a. The Onsite sewer system and building plumbing shall be designed in such a way that the wastewater flows for residential uses leave the building separately from wastewater flows for non-residential uses.
 - b. For wastewater flows for non-residential uses:
 - i. The Onsite sewer system and building plumbing shall be designed in such a way that the sanitary domestic wastewater flows leave the building separately from non-sanitary wastewater flows (industrial, process, or kitchen, etc.) and the line for non-sanitary wastewater flows can be upgraded in the future to have pretreatment equipment and devices on it, as required by a Wastewater Discharge Permit.
 - ii. Each building and each connection from the Onsite Sewer System to the Public Sewer System shall have an onsite monitoring manhole prior to the point of connection with the Public Sewer System.
 - c. Private Onsite Sewer and Storm Water Quality Improvements: No storm water quality improvements (infiltration, detention, retention, bioswale, etc) shall be installed above or with 5 feet of any Private Onsite Sewer pipes.
10. Wastewater Discharge: For Non-Residential Uses: each Occupant of the building, or units, as applicable, shall apply for a Wastewater Discharge Permit for their Establishment, and shall comply with all the requirements of their Wastewater Discharge Permit. Requirements of Wastewater Discharge Permit may include, but not limited to include installing a monitoring manhole, clarifier, interceptor, or other wastewater pretreatment equipment.

Potable Water Conditions (Section 2.D): The Applicant shall comply with the following:

11. Potable Water Service:
- a. Backflow Prevention:
 - i. Each Meter connected to the Public Potable Water System that serves any use that is more than one (1) single family residential unit or any non-residential use requires a backflow prevention device. A Meter connected to the Public Potable Water System that serves only one (1) single family residential unit (and an ADU and/or JADU) in most cases does not require a backflow device.
 - b. Domestic Service: For domestic water uses:
 - i. Each Building shall have a its own domestic water service and meter connected to the Public Potable Water System.
 - ii. The Residential Uses shall have a domestic water services and meters connected to the Public Potable Water System separate from the Non-Residential Uses and the onsite plumbing systems shall be also separate from each other. The Non-Residential Uses shall have a domestic water service and meter connected to the Public Potable Water System separate from the Non-Residential Uses and the onsite plumbing systems shall be also separate from each other.
 - c. Irrigation Service: For landscape irrigation uses that are not served by Recycled Water, the landscape irrigation uses shall have a separate irrigation water service and meter with backflow prevention device connected to the Public Potable Water System separate from the domestic water uses and the onsite plumbing systems shall be also separate from each other.
 - d. Fire Water Service: For onsite private Fire System uses:
 - i. Where the domestic water service and meters connected to the Public Potable Water System that serves any use that is more than one (1) single family detached residential unit or any non-residential use: if an onsite private fire system is required, then a separate Fire Service with Double Check Detector Assembly (DCDA) per City Standard #4208 connected to the Public Potable Water System is required to serve the onsite private fire system and the onsite fire system and onsite domestic water plumbing system shall be separate.
 - A. In certain residential cases where a separate fire service with DCDA connected to the Public Potable Water System is required by above: if approved the City Fire Department and approved City Building Department to not have a separate fire system and provided fire services through the domestic water service and meter per the California Residential Code, then the California Residential Code must be followed for the residential buildings; if the California Residential Code is not followed for the residential buildings, then a separate fire service with DCDA connected to the Public Potable Water System with the onsite domestic water system and fire water system being separate is required.

- ii. For Block A & Block B:
 - A. The Applicant shall be responsible for separating the existing Arena's Fire System within Block A & Block B from the Block A & Block B Fire Systems.
 - B. The Applicant shall:
 - 1) In coordination with the Arena, install a new Fire Service with DCDA for the Arena along Conours Street on the west side of the main entrance to the Arena and install onsite Fire System pipe from the new Fire Service DCDA north along the Arena's main entrance drive to connect to the existing Arena Fire System; and update the Arena's Fire System Calculations and Fire Permit with the City Fire Department.
 - 2) Once the new Fire Service with DCDA is installed and connected to the Arena's Fire System, the Arena's existing Fire Service with DCDA at the northwestern corner of Conours St and Ferrari Lane shall be abandoned back to the main in Conours Street per City Standards and Requirements.
 - C. Install new fire services with DCDAs connected to the Public Potable Water System to serve Block A & Block B.
- iii. For Block C: Install new fire services with DCDAs connected to the Public Potable Water System to serve Block C.
- iv. For Block D: Install new fire services with DCDAs connected to the Public Potable Water System to serve Block D.
- e. Relocated Services: For any existing service with apparatuses to be relocated, the service shall be abandoned back to the main connection and the service and apparatuses shall be installed new per related City Standards.

Recycled Water Conditions (Section 2.E): The Applicant shall comply with the following:

- 12. City Ordinance 2689: This development shall comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to landscape irrigation. Appropriately sized public and private mains shall be installed throughout the Project to meet this requirement, as approved by the City.
- 13. RW Program Requirements: In order to receive RW service, the applicant shall comply with each of the following:
 - a. Prior to Precise Grading Plan Approval and Building Permits Issuance:
 - i. Provide two hard copies and the digital files (in PDF and AutoCAD format) for both on-site and off-site utility plans, including landscape and irrigation improvements.
 - ii. Submit an **Engineering Report (ER)** to the City detailing recycled water usage for review and approval by the City and the State. The review process for the ER is typically 3 months. City will coordinate the State's approval of the ER.
 - iii. For details, contact Cynthia Heredia-Torres at (909) 395-2647 or ctorres@ontarioca.gov.
 - b. Prior to Occupancy Release/Finalizing:
 - i. Pass start-up and cross-connection test successfully.
 - ii. Provide evidence demonstrating the training of on-site supervisor or designee as determined in the ER.
- 14. Recycled Water Service:
 - a. Relocated Services: For any existing service with apparatuses to be relocated, the service shall be abandoned back to the main connection and the service and apparatuses shall be installed new per related City Standards.
 - b. Block A & B: Block A & B's irrigation system shall be separated from the Arena's Irrigation System and shall make use of the existing 2-inch Recycled Water Service and Meter on the south side of Ontario Center Parkway just east of Via Alba.
 - c. Block C: Block C shall have a separate Recycled Water Meter for irrigation uses (and other approved uses).
 - d. Block D: Block D shall have a separate Recycled Water Meter for irrigation uses (and other approved uses).



CITY OF ONTARIO MEMORANDUM



DATE: June 10, 2022
TO: Edmelynne Hutter, Planning Department
FROM: Blaine Ishii, Integrated Waste Department
SUBJECT: DPR #2 (IW042) – Integrated Waste Comments
PROJECT NO.: PDEV22-014 – 4000 Ontario Center.
ATTACHMENTS: Solid Waste Handling Plan (SWHP) Requirements

BRIEF DESCRIPTION

4000 ONTARIO CENTER.

THIS SUBMITTAL IS COMPLETE AND RECOMMENDED FOR APPROVAL.

CORRECTION ITEMS: *In order to be considered for approval by the Integrated Waste Department the applicant shall address all the correction items below and resubmit the application for further review. Please note that all design shall meet the City's Design Development Guidelines, Specifications Design Criteria, and City Standards.*

Integrated Waste Comments:

1. Conceptual Solid Waste Handling Plan (SWHP): As part of the entitlement package resubmittal, provide a Conceptual SWHP Sheet that complies with the "Solid Waste Handling Plan Requirements" attached. It is recommended to provide Integrated Waste a copy of the SWHP prior to resubmittal for review and comments. The following items also need to be addresses on the Conceptual SWHP:
 - a. Waste Handling and Collections: the current project design submittal does not indicate or include consideration for or allow for Waste Handling and Collections. The preparation of a SWHP to adequately address Waste Handling and Collections may result in a major redesign of the project site plan. All revisions included in the SWHP need to be also included on all related and corresponding sheets of the submittal.
 - b. Organics Separation and Collection: This site shall comply with the Requirements of State Assembly Bill AB1826, which requires organic waste to be diverted and collected separately from recycling and other refuse wastes.
 - i. Include on the SWHP how Organics separation and collections shall be handled in addition to refuse and recycling collections.
 - c. SWHP Report (Written Explanation): This SWHP Sheet needs to be accompanied by a SWHP Report that provides a written explanation of how Solid Waste Handling and Collections will be addressed, along with all the items referenced in this comment/correction memo.
 - i. organics) each; however, it appears that none are being proposed or shown on the plans. At minimum, provide the Commercial Retail Space with a three (3) 4-cu-yd bins Enclosure.
 - ii. Include how Solid Waste is going to be Handled and Collected from the Amenity Areas.
 - iii. On the SWHP Sheet, show and label (with waste type) all: Storage and Collections Areas.
 - 1) Size and dimensions of the Bins provided in the Planning Manual.
 - 2) Lift Channel Configuration: Contact OMUC Staff for Details.
 - 3) On SWHP Sheet, show and label all compactor units.
 - d. Trash Chutes: if trash chutes are being proposed:
 - i. Trash Chutes need to be in groups of three (3) for separation of Refuse, Recycling, and Organics.

- ii. On SWHP, show and label (with waste type) all Trash Chutes, Trash Chute Opening Areas for Deposits; and Trash Chute Ending Points in Waste Bin Storage Areas.
- e. Scouting Services: For designated Storage and Collection Areas not accessible by the standard Overhead Loading Solid Waste Vehicles (such as areas within Parking Structures), Scouting Services utilizing Scouting Vehicles may be utilized. To Utilize Scouting Services, the following items must be addressed:
 - i. Scouting Vehicle Path of Travel: On SWHP, show Scouting Vehicle path of travel and turning radii to assure path of Scouting Vehicle travel meets minimum access requirement. Minimum Scouting Vehicle access requirements:
 - 1) Turning radius. Inside: # feet. Outside: # feet. Contact OMUC Staff for Details.
 - 2) Vertical Clearance (Floor to Overhead Obstructions): # feet (including through surface grade breaks). Also on SWHP, include typical scaled cross sections of the vertical path of travel through entrances, surface grade breaks, and anywhere the total vertical clearance may change. Contact OMUC Staff for Details.
 - ii. Scouting Service Staging Areas: Designated Scouting Service Staging Areas must be provided that meet the following requirements:
 - 1) Each Staging Area must be accessible to the Overhead Loading Solid Waste Vehicles meeting those Vehicle Access Standards.
 - 2) The Total of all the Staging Areas must be sufficiently sized to temporarily locate all the Bins on site for collections and cannot compete/conflict with parking or traffic.



CITY OF ONTARIO

MEMORANDUM

TO: Edmelynne Hutter, Senior Planner
Planning Department

FROM: Paul Ehrman, Sr. Deputy Fire Chief/Fire Marshal
Fire Department

DATE: April 11, 2022

SUBJECT: PDEV22-014 - A Development Plan to construct four mixed-use buildings totaling 63,665 commercial square feet and 694 dwelling units (480,771 residential square feet) on 13.3 acres of land located at 4000 E. Ontario Center Parkway and the southeast and southwest corners of Via Piemonte and Via Villagio, within the Mixed-use land use district of the Piemonte Overlay of the Ontario Center Specific Plan (APN(s): 021020501, 021020438, 021020439). Related File: PSPA21-001.

-
- The plan **does** adequately address Fire Department requirements at this time.
- Standard Conditions of Approval apply, as stated below.

SITE AND BUILDING FEATURES:

- A. 2019 CBC Type of Construction: Type I & Type V
- B. Type of Roof Materials: Not Listed
- C. Ground Floor Area(s): Not Listed, Varies
- D. Number of Stories: 4
- E. Total Square Footage: Not Listed, Varies
- F. 2019 CBC Occupancy Classification(s): Not Listed

CONDITIONS OF APPROVAL:

1.0 GENERAL

- ☒ 1.1 The following are the Ontario Fire Department (“Fire Department”) requirements for this development project, based on the current edition of the California Fire Code (CFC), and the current versions of the Fire Prevention Standards (“Standards.”) It is recommended that the applicant or developer transmit a copy of these requirements to the on-site contractor(s) and that all questions or concerns be directed to the Bureau of Fire Prevention, at (909) 395-2029. For copies of Ontario Fire Department Standards please access the City of Ontario web site at www.ontarioca.gov/Fire/Prevention.
- ☒ 1.2 These Fire Department conditions of approval are to be included on any and all construction drawings.

2.0 FIRE DEPARTMENT ACCESS

- ☒ 2.1 Fire Department vehicle access roadways shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved. Roadways shall be paved with an all-weather surface and shall be a minimum of twenty-four (24) ft. wide. See Standard #B-004.
- ☒ 2.2 In order to allow for adequate turning radius for emergency fire apparatus, all turns shall be designed to meet the minimum twenty five feet (25’) inside and forty-five feet (45’) outside turning radius per Standard #B-005.
- ☒ 2.3 Fire Department access roadways that exceed one hundred and fifty feet (150’) in length shall have an approved turn-around per Standard #B-002.
- ☒ 2.4 Access drive aisles which cross property lines shall be provided with CC&Rs, access easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of building plan check.
- ☒ 2.5 "No Parking-Fire Lane" signs and /or red painted curbs with lettering are required to be installed in interior access roadways, in locations where vehicle parking would obstruct the minimum clear width requirement. Installation shall be per Standard #B-001.
- ☒ 2.6 Security gates or other barriers on fire access roadways shall be provided with a Knox brand key switch or padlock to allow Fire Department access. See Standards #B-003, B-004 and H-001.
- ☒ 2.7 Any time PRIOR to on-site combustible construction and/or storage, a minimum twenty-four (24) ft. wide circulating all weather access roads shall be provided to within 150 ft. of all portions of the exterior walls of the first story of any building, unless specifically approved by fire department and other emergency services.

3.0 WATER SUPPLY

- ☒ 3.1 The required fire flow per Fire Department standards, based on the 2019 California Fire Code, Appendix B, is 4000 gallons per minute (g.p.m.) for 4 hours at a minimum of 20 pounds per square inch (p.s.i.) residual operating pressure.
- ☒ 3.2 Off-site (public) fire hydrants are required to be installed on all frontage streets, at a minimum spacing of three hundred foot (300') apart, per Engineering Department specifications.
- ☒ 3.4 The water supply, including water mains and fire hydrants, shall be tested and approved by the Engineering Department and Fire Department prior to combustible construction to assure availability and reliability for firefighting purposes.

4.0 FIRE PROTECTION SYSTEMS

- ☒ 4.1 On-site private fire hydrants are required per Standard #D-005, and identified in accordance with Standard #D-002. Installation and location(s) are subject to the approval of the Fire Department. An application with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.
- ☒ 4.2 Underground fire mains which cross property lines shall be provided with CC & R, easements, or reciprocating agreements, and shall be recorded on the titles of affected properties, and copies of same shall be provided at the time of fire department plan check. The shared use of private fire mains or fire pumps is allowable only between immediately adjacent properties and shall not cross any public street.
- ☒ 4.3 An automatic fire sprinkler system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 13. All new fire sprinkler systems, except those in single family dwellings, which contain twenty (20) sprinkler heads or more shall be monitored by an approved listed supervising station. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.
- ☒ 4.4 Wood frame buildings that are to be sprinkled shall have these systems in service (but not necessarily finished) before the building is enclosed.
- ☒ 4.5 Fire Department Connections (FDC) shall be located on the address side of the building within one hundred fifty feet (150') of a public fire hydrant on the same side of the street. Provide identification for all fire sprinkler control valves and fire department connections per Standard #D-007. Raised curbs adjacent to Fire Department connection(s) shall be painted red, five feet either side, per City standards.
- ☒ 4.6 A fire alarm system is required. The system design shall be in accordance with National Fire Protection Association (NFPA) Standard 72. An application along with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

- ☒ 4.7 Portable fire extinguishers are required to be installed prior to occupancy per Standard #C-001. Please contact the Fire Prevention Bureau to determine the exact number, type and placement required.
- ☒ 4.8 A fixed fire extinguishing system is required for the protection of hood, duct, plenum and cooking surfaces. This system must comply with National Fire Protection Association (NFPA) Standards 17A and 96. An application with detailed plans shall be submitted, and a construction permit shall be issued by the Fire Department, prior to any work being done.

5.0 BUILDING CONSTRUCTION FEATURES

- ☒ 5.1 The developer/general contractor is to be responsible for reasonable periodic cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on and off the site.
- ☒ 5.2 Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Multi-tenant or building projects shall have addresses and/or suite numbers provided on the rear of the building. Address numbers shall contrast with their background. See Section 9-1 6.06 of the Ontario Municipal Code and Standards #H-003 and #H-002.
- ☒ 5.3 Single station smoke alarms and carbon monoxide alarms are required to be installed per the California Building Code and the California Fire Code.
- ☒ 5.4 Multiple unit building complexes shall have building directories provided at the main entrances. The directories shall be designed to the requirements of the Fire Department, see Section 9-1 6.06 of the Ontario Municipal Code and Standard #H-003. .
- ☒ 5.5 All residential chimneys shall be equipped with an approved spark arrester meeting the requirements of the California Building Code.
- ☒ 5.6 Knox ® brand key-box(es) shall be installed in location(s) acceptable to the Fire Department. All Knox boxes shall be monitored for tamper by the building fire alarm system. See Standard #H-001 for specific requirements.
- ☒ 5.7 Placards shall be installed in acceptable locations on buildings that store, use or handle hazardous materials in excess of the quantities specified in the CFC. Placards shall meet the requirements of National Fire Protection Association (NFPA) Standard 704.

6.0 OTHER SPECIAL USES

- ☒ 6.1 The storage, use, dispensing, or handling of any hazardous materials shall be approved by the Fire Department, and adequate fire protection features shall be required. If hazardous materials are proposed, a Fire Department Hazardous Materials Information Packet, including Disclosure Form and Information Worksheet, shall be completed and submitted with Material Safety Data Sheets to the Fire Department along with building construction plans.



CITY OF ONTARIO

MEMORANDUM

TO: Edmelynne Hutter, Senior Planner

FROM: Officer Tony Galban, Police Department

DATE: June 8th, 2022

SUBJECT: PDEV22-014: A DEVELOPMENT PLAN TO A CONSTRUCT FOUR MIXED-USE BUILDINGS TOTALING 63,665 COMMERCIAL SQUARE FEET AND 694 DWELLING UNITS ON 13.3 ACRES OF LAND LOCATED AT 4000 E. ONTARIO CENTER PARKWAY. RELATED FILE: PSPA21-001

The “Standard Conditions of Approval” contained in Resolution No. 2017-027 apply. The applicant shall read and be thoroughly familiar with these conditions, including but not limited to, the requirements listed below.

- Required lighting for all walkways, driveways, doorways, parking areas, and other areas used by the public shall be provided and operate on photosensor at the prescribed foot-candle levels. This includes but is not limited to areas such as parks, community centers, recreation centers/play areas and paseos. LED lighting will be required for all lighting fixtures. Optimal lighting for visibility and video color rendering is approximately 3000 degrees Kelvin. The lighting shall be as close to 3000 degrees Kelvin as possible. Photometrics shall be provided to the Police Department. Photometrics shall include the types of fixtures proposed and demonstrate that such fixtures meet the vandal-resistant requirement. Planned landscaping shall not obstruct lighting.
- During hours of darkness, all parking lots and carports shall be provided with minimum one foot-candle of light, measured on the parking surface. Lighting devices shall be fully protected with weather and vandalism resistant covers.
- Parking garages, stairwells, blind spots and any hidden areas shall have Convex mirrors to allow for visibility to the areas.
- The Applicant shall comply with all construction site security requirements as stated in the Standard Conditions. This includes the provisions for perimeter lighting, site lighting, fencing and/or uniformed security.
- Rooftop addresses shall be installed on the buildings as stated in the Standard Conditions. The numbers shall be at a minimum 3 feet tall and 1 foot wide, in reflective white paint on a flat black background, and oriented with the bottom of the numbers towards the addressed street. Each building and/ or suite shall be labeled with the corresponding address and letter if applicable.

- Trash Enclosures shall prohibit public access. Trash enclosures shall remain locked and require code, key, fob or remote access.

The Applicant is invited to call Officer Tony Galban at (909) 408-1006 with any questions regarding these conditions.

AIRPORT LAND USE COMPATIBILITY PLANNING

CONSISTENCY DETERMINATION REPORT



Project File No.: PDEV22-014

Address: 4000 East Ontario Center Prkwy

APN: 210-205-01, 210-204-38 & 39

Existing Land Use: Vacant/Parking lot/Toyota Arena

Proposed Land Use: Development Plan to construct 4 mixed use buildings totaling 63,665 commercial SF & 694 multi-family units

Site Acreage: 13.3 Proposed Structure Height: 65 FT - 75 ft

ONT-IAC Project Review: n/a

Airport Influence Area: ONT

Reviewed By: Lorena Mejia

Contact Info: 909-395-2276

Project Planner: Edmelynn Hutter

Date: 6/9/2022

CD No.: 2022-028

PALU No.: n/a

The project is impacted by the following ONT ALUCP Compatibility Zones:

Safety	Noise Impact	Airspace Protection	Overflight Notification
<input type="radio"/> Zone 1	<input type="radio"/> 75+ dB CNEL	<input checked="" type="checkbox"/> High Terrain Zone	<input type="checkbox"/> Avigation Easement Dedication
<input type="radio"/> Zone 1A	<input type="radio"/> 70 - 75 dB CNEL	<input checked="" type="checkbox"/> FAA Notification Surfaces	<input type="checkbox"/> Recorded Overflight Notification
<input type="radio"/> Zone 2	<input type="checkbox"/> 65 - 70 dB CNEL	<input checked="" type="checkbox"/> Airspace Obstruction Surfaces	<input checked="" type="checkbox"/> Real Estate Transaction Disclosure
<input type="checkbox"/> Zone 3	<input type="checkbox"/> 60 - 65 dB CNEL	<input type="checkbox"/> Airspace Avigation Easement Area	
<input type="radio"/> Zone 4		Allowable Height: <u>70 - 90 FT</u>	
<input type="radio"/> Zone 5			

The project is impacted by the following Chino ALUCP Safety Zones:

Zone 1
 Zone 2
 Zone 3
 Zone 4
 Zone 5
 Zone 6

Allowable Height: _____

CONSISTENCY DETERMINATION

This proposed Project is:
 Exempt from the ALUCP
 Consistent
 Consistent with Conditions
 Inconsistent

The proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and was evaluated and found to be consistent with the policies and criteria of the Airport Land Use Compatibility Plan (ALUCP) for ONT.

Airport Planner Signature: _____

Lorena Mejia

AIRPORT LAND USE COMPATIBILITY PLANNING

CONSISTENCY DETERMINATION REPORT

CD No.: 2022-028
PALU No.:

PROJECT CONDITIONS

1. The applicant is required to meet the Real Estate Transaction Disclosure in accordance with California Codes (Business and Professions Code Section 11010-11024). New residential subdivisions within an Airport Influence Area are required to file an application for a Public Report consisting of a Notice of Intention (NOI) and a completed questionnaire with the Department of Real Estate and include the following language within the NOI:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

2. The maximum height limit for the project site is between 90 to 70 feet and as such, any construction equipment such as cranes or any other equipment exceeding 70 feet in height will need a determination of "No Hazard" from the FAA. An FAA Form 7460-1 for any temporary objects will need be filed with the FAA and approved prior to operating such equipment on the project site during construction.



PLANNING COMMISSION STAFF REPORT

June 28, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PDCA22-004

SUBJECT: A public hearing to consider certain revisions to the City of Ontario Development Code, establishing the Chino Airport Overlay zoning district and Reference L, Chino Airport Land Use Compatibility Plan; **City Initiated. City Council action is required.**

RECOMMENDED ACTION: That the Planning Commission consider and adopt the resolution recommending the City Council approve File No. PDCA22-004, pursuant to the facts and reasons contained in the staff report and attached resolution.

PROJECT SETTING: The Chino Airport is a general aviation airport located within the City of Chino, immediately adjacent to the southwestern boundary of the City of Ontario. Chino Airport is owned and operated by San Bernardino County and is used by a wide range of general aviation aircraft, including single and multi-engine aircraft, turboprop, business jet, and helicopters. The geographic scope of the Chino Airport Land Use Compatibility Plan ("ALUCP") is the Airport Influence Area ("AIA"), the area in which current or future airport-related noise, safety, airspace protection and/or overflight factors may affect land uses or impose restrictions on those uses. The portion of the AIA within the City of Ontario is generally bounded by Riverside Drive to the north, Merrill Avenue/southern boundary City limits to the south, Euclid Avenue to the west and Haven Avenue to the east. The Airport Influence Area for Chino Airport is depicted in Exhibit A: Chino Airport Influence Area and Policy Map L-1 of the Chino ALUCP.

PROJECT ANALYSIS:

(1) Background — The California State Aeronautics Act (Public Utilities Code, Section 21670 et seq.) requires that an ALUCP be prepared for all public-use airports in the state to "protect the public health, safety, and welfare by ensuring orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible land uses."

State law requires local land use plans and individual development proposals to be consistent with policies set forth in Compatibility Plans. The statutes require that local jurisdictions preparing Compatibility Plans "rely upon" the compatibility guidance provided by the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation ("Caltrans"), Division of Aeronautics.

Case Planner:	Lorena Mejia
Planning Director Approval:	
Submittal Date:	1/3/2022

Hearing Body	Date	Decision	Action
PC	6/28/2022		Recommend
CC-1 st Reading	7/19/2022		Introduction
CC-2 nd Reading	8/16/2022		Final

The responsibility for the preparation and adoption of compatibility plans falls to the Airport Land Use Commissions ("ALUC") within each county. However, State law also provides for what is generally referred to as an "Alternative Process" wherein a county does not have to form an ALUC and the required compatibility planning responsibilities fall to local jurisdictions. San Bernardino County and its cities elected to follow the Alternative Process when this option became available as a result of the 1994 legislation (Assembly Bill 2831). Specific requirements for implementation of the Alternative Process are set forth in Public Utilities Code Section 21670.1(c)(2).

Use of the Alternative Process within San Bernardino County was established in 1995 by resolutions of the County Board of Supervisors and the city councils of cities affected by airports. The California Division of Aeronautics approved the San Bernardino County Alternative Process in 1996. The approval of the Alternative Process designated the City of Chino as the local jurisdiction responsible for leading the compatibility planning process for Chino Airport.

(2) Proposed Chino Airport Overlay District — The existing 1991 Chino Airport Land Use Compatibility Plan (ALUCP) does not reflect the guidance set forth in the 2011 Caltrans Airport Land Use Planning Handbook ("Handbook"). Although, the City of Ontario does not have the formal responsibility under the "alternative process" to prepare a compatibility plan for Chino Airport, the City of Ontario has prepared an airport land compatibility plan for Chino Airport consistent with the 2011 Caltrans Airport Land Use Planning Handbook solely to address impacts within Ontario's boundaries.

The basic function of the proposed ALUCP for Chino Airport ("CNO") is to promote compatibility between CNO and the land uses impacted within the City of Ontario. The main objective of the ALUCP is to avoid future compatibility conflicts rather than to remedy existing incompatibilities. In addition, the ALUCP is aimed at addressing future land uses and development and compatibility with The Ontario Plan Policy Plan. The ALUCP does not place any restrictions on the present and future role, configuration, or use of the airport.

The ALUCP addresses four compatibility factors which include safety, noise, airspace protection, and overflight impacts. The compatibility plan includes policies to evaluate, land use plans and new development proposals for consistency with CNO. Each compatibility factor takes into consideration present and future aircraft operations or land uses that could negatively affect airport operations.

(a) Safety Zones — The intent of the safety compatibility policies are to minimize the risks associated with an off-airport aircraft accident or emergency landing. The policies focus on reducing the potential risks to people and property if such events were to occur.

The ALUCP relies on the Handbook's generic safety zones for general aviation runways for delineating the CNO safety zone boundaries. Portions of Safety Zones 1, 2, 3, 4, and 6

are located within Ontario city limits and are depicted in Exhibit B—Chino Airport Safety Zones. Safety Zone 5 is located outside of the Ontario city limits and not included in the CNO ALUCP. The safety zones around CNO affect both the intensity of development (i.e., number of people allowed per acre of land), and total permissible floor area of any future building developed. The safety zones also place restrictions on new residential land uses from being developed within the affected areas along with special land uses, such as schools.

(b) Noise — The purpose of noise compatibility policies is to avoid the establishment of noise-sensitive land uses in the portions of the CNO AIA that are exposed to significant levels of aircraft noise. For compatibility planning purposes, the noise contours reflect the County's aircraft activity forecast of 209,400 annual operations for 2025 that is considered to be representative of the likely maximum number of aircraft operations that could be realized over the 20-year forecast period (2039) and are shown in Figure 1: Chino CNEL Contours (2025). For purposes of airport land use compatibility planning, Caltrans advises that 60 dB CNEL is suitable for new residential development and other noise sensitive land uses around most airports.

Figure 1 shows that only the 55 dB CNEL contour affects lands within the City of Ontario. Since the 60 dB CNEL does not extend into the City of Ontario no significant impacts are anticipated and therefore no noise policies and criteria are included within the CNO ALUCP.

(c) Airspace Protection — Airspace protection compatibility policies seek to prevent creation of land use features that can be hazards to aircraft in flight and have the potential for causing an aircraft accident to occur. Such hazards may be physical such as a building being built too high, or land uses on the ground that may cause visual or electronic hazards. The factors considered in setting airspace protection policies in include the Federal Aviation Regulations (FAR) Part 77. To determine the allowable heights of future objects surrounding CNO, the underlying ground elevation is compared

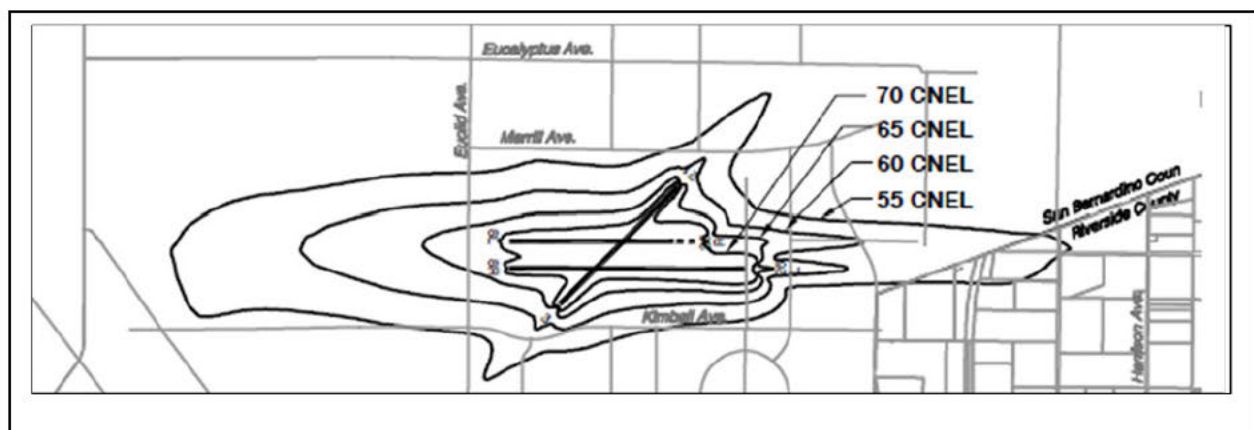


Figure 1: Chino CNEL Contours (2025)

with the elevation of the controlling portions of the FAR Part 77 and is depicted in Exhibit C—Chino Airport Airspace Protection Zones.

(d) Overflight — Noise from individual aircraft operations, can be intrusive and annoying in locations beyond the limits of the noise impacts zones. Sensitivity to aircraft overflights varies from one person to another. The purpose of overflight compatibility policies is to help notify people about the presence of overflights near airports so that they can make informed decisions regarding acquisition or lease of property in the affected areas. Overflight compatibility is particularly important with regard to residential land uses. The boundaries of the overflight notification zones around CNO are depicted in Exhibit D—Chino Airport Overflight Notification Zones.

(3) ALUCP and General Plan Land Use Consistency — State Law requires General Plans and Specific Plans must be made consistent with adopted airport compatibility plans. Government Code Section 65302.3 requires that General Plans and any applicable Specific Plans “shall be consistent with” the Compatibility Plan and is reiterated in local agencies’ obligations under the Alternative Process (Public Utilities Code Section 21670.1(c)(2)(D)). General Plans do not need to be identical with the ALUCP in order to achieve consistency. Affected jurisdictions’ General Plans must do the following: (1) address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and (2) must avoid direct conflicts with the (ALUCP) development policies and criteria.

The consistency requirement pertains only to future land use development. Nothing in state law or the ALUCP requires that already existing development be removed or modified to eliminate incompatibilities that may already exist. Furthermore, General Plans and Specific Plans can show such land uses as continuing even though they would be nonconforming with the ALUCP criteria. Conflicts of this type do not constitute inconsistencies between a General Plan or Specific Plan and the ALUCP.

(4) Development Code Amendment — The proposed Development Code Amendment consists of the following:

(a) Chapter 5 — Provisions to establish the Chino Airport Overlay zoning district within Chapter 5 Development Code Section 5.01.005.F.6 (see Attachment A of the Planning Commission Resolution); and

(b) Reference – Provisions to establish Reference L the Chino Airport Land Use Compatibility Plan within the Reference section of the Development Code (see Attachment B of the Planning Commission Resolution).

COMPLIANCE WITH THE ONTARIO PLAN: The proposed project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (“TOP”). More

specifically, the goals and policies of TOP that are furthered by the proposed project are as follows:

(1) City Council Goals.

- Maintain the Current High Level of Public Safety
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
 - G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(3) Policy Plan (General Plan)

Land Use Element:

- Goal LU5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.
 - LU5-3 Airport Impacts: We work with agencies to maximize resources to mitigate the impacts and hazards related to airport operations.
 - LU5-6 Alternative Process: We fulfill our responsibilities and comply with state law with regard to the Alternative Process for proper airport land use compatibility planning.
 - LU5-7 ALUCP Consistency with Land Use Regulations: We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.
 - LU5-8 Chino Airport: We will support the creation and implementation of the Airport Land Use Compatibility Plan for Chino Airport.

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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), 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. The proposed Chino ALUCP does not create any conflicting policies or inconsistencies with the ONT ALUCP.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the common sense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

EXHIBIT A— CHINO AIRPORT INFLUENCE AREA

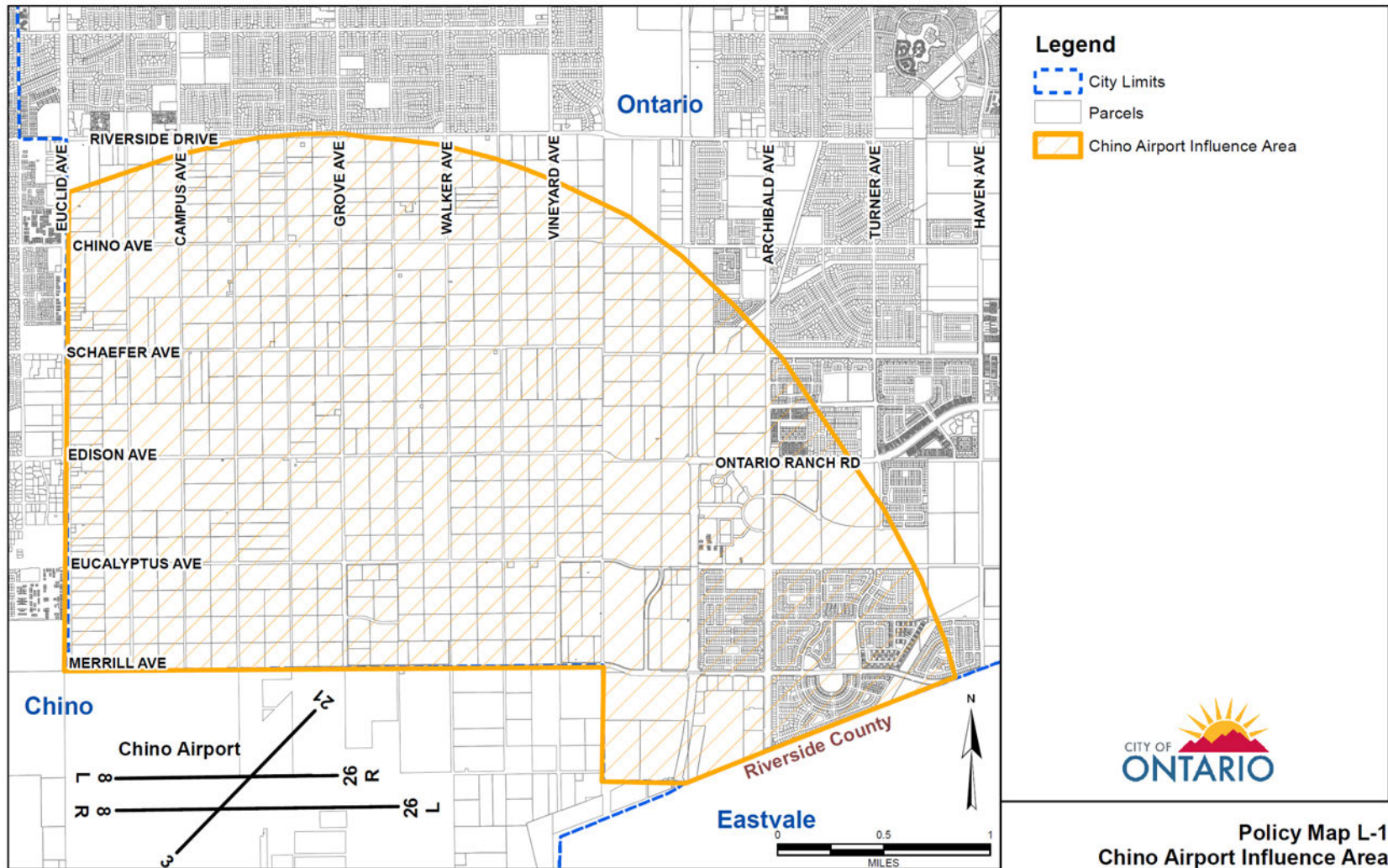


EXHIBIT B— CHINO AIRPORT SAFETY ZONES

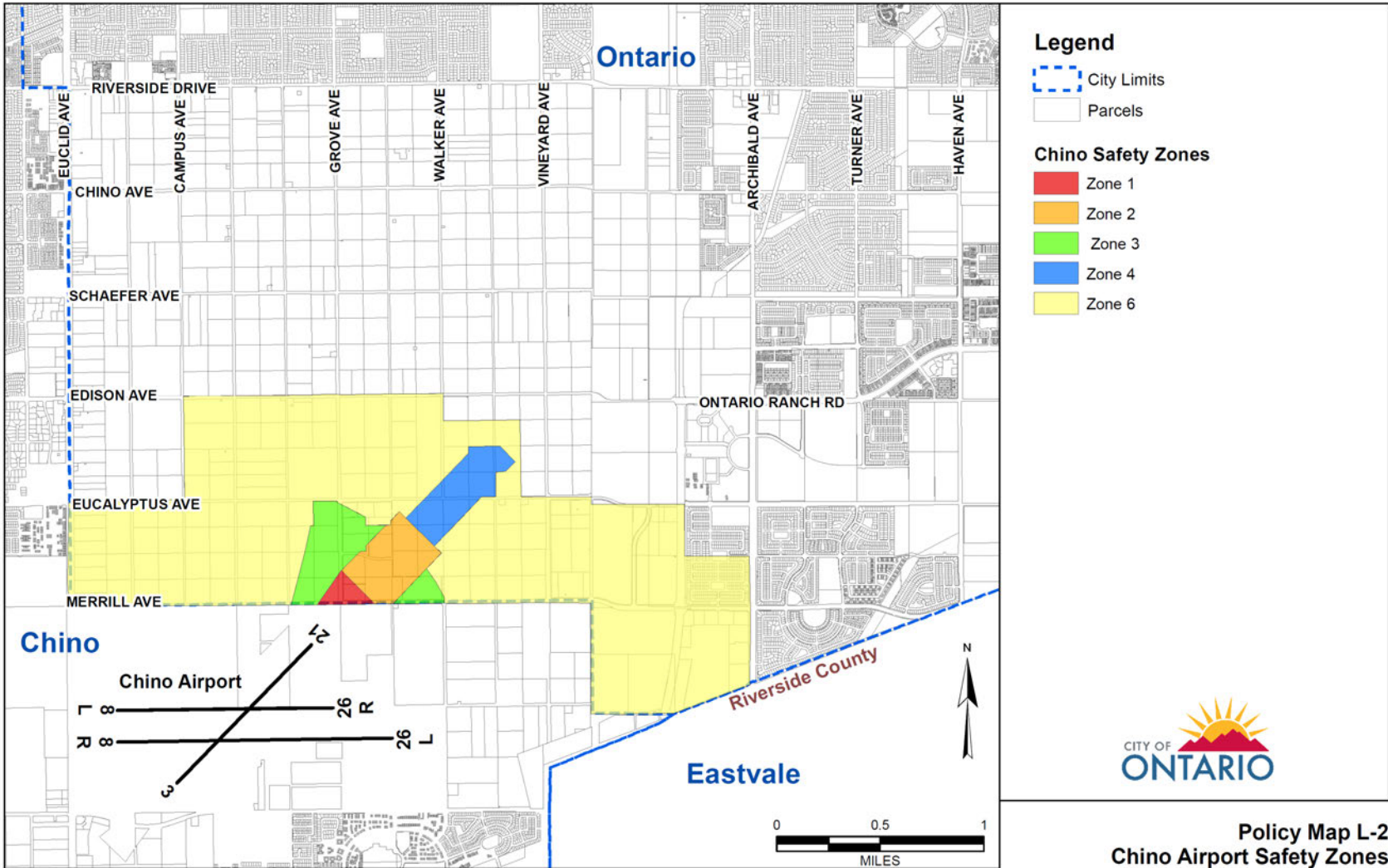


EXHIBIT C— CHINO AIRPORT AIRSPACE PROTECTION ZONES

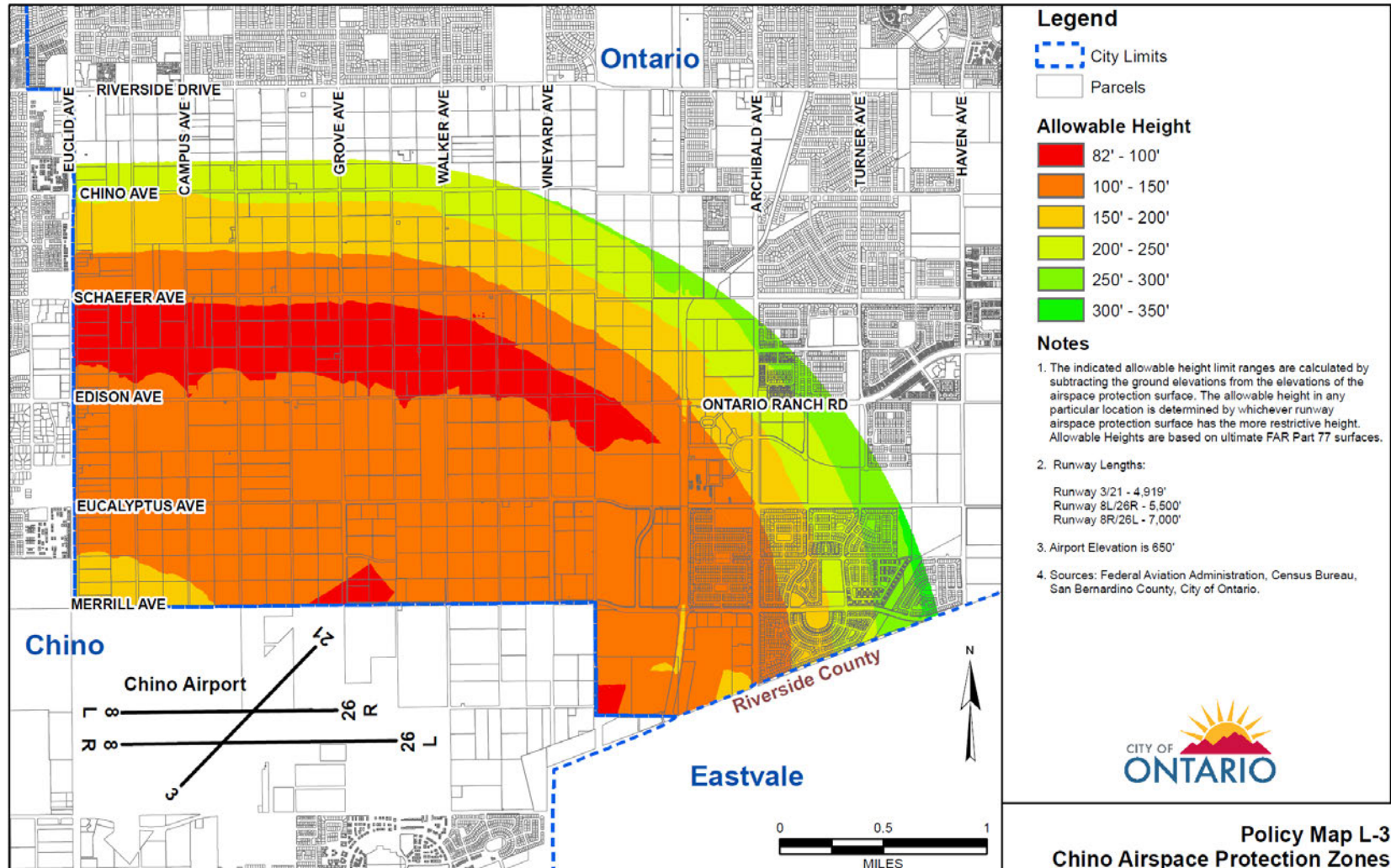
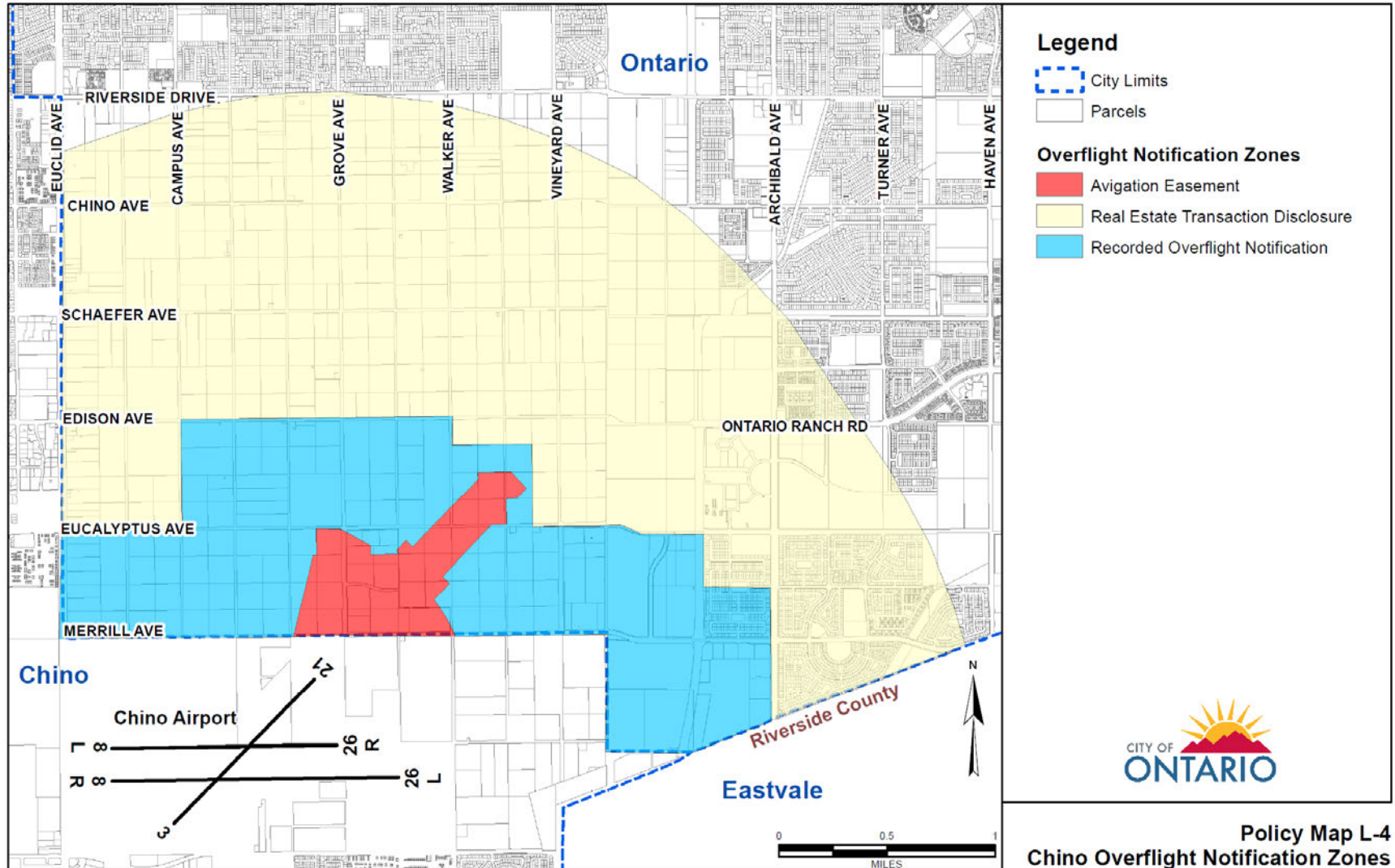


EXHIBIT D— CHINO AIRPORT OVERFLIGHT NOTIFICATION ZONES



RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDCA22-004, A DEVELOPMENT CODE AMENDMENT FOR CERTAIN REVISIONS TO THE CITY OF ONTARIO DEVELOPMENT CODE, ESTABLISHING THE CHINO AIRPORT OVERLAY ZONING DISTRICT AND REFERENCE L, CHINO AIRPORT LAND USE COMPATIBILITY PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, The City of Ontario ("Applicant") has initiated a Development Code Amendment, File No. PDCA22-004, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the City of Ontario Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which establishes long term principals, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens; and

WHEREAS, the Chino Airport is a general aviation airport located within the City of Chino, immediately adjacent to the southwestern boundary of the City of Ontario. The geographic scope of the Chino Airport Land Use Compatibility Plan ("ALUCP") is the Airport Influence Area ("AIA"). The portion of the AIA within the City of Ontario is generally bounded by Riverside Drive to the north, Merrill Avenue/southern boundary City limits to the south, Euclid Avenue to the west and Haven Avenue to the east; and

WHEREAS, certain revisions to the City of Ontario Development Code are proposed, as follows:

(1) Provisions to establish the Chino Airport Overlay zoning district within Chapter 5 Development Code Section 5.01.005.F.6.

(2) Provisions to establish Reference L the Chino Airport Land Use Compatibility Plan within the Reference section of the Development Code; and

WHEREAS, the California State Aeronautics Act (Public Utilities Code, Section 21670 et seq.) requires that an ALUCP be prepared for all public-use airports in the state to "protect the public health, safety, and welfare by ensuring orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible land uses"; and

WHEREAS, State law requires that local jurisdictions preparing Compatibility Plans “rely upon” the compatibility guidance provided by the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation (“Caltrans”), Division of Aeronautics; and

WHEREAS, the responsibility for the preparation and adoption of compatibility plans falls to the county Airport Land Use Commission (“ALUC”). However, State law also provides for what is generally referred to as an “Alternative Process” wherein a county does not have to form an ALUC and the required compatibility planning responsibilities fall to local jurisdictions; and

WHEREAS, the use of the Alternative Process within San Bernardino County was established in 1995 by resolutions of the County Board of Supervisors and the city councils of cities affected by airports. The California Division of Aeronautics approved the San Bernardino County Alternative Process in 1996. The approval of the Alternative Process designated the City of Chino as the local jurisdiction responsible for leading the compatibility planning process for Chino Airport; and

WHEREAS, the current ALUCP does not reflect the guidance set forth in the 2011 Caltrans Airport Land Use Planning Handbook (“Handbook”). Although, the City of Ontario does not have the formal responsibility under the “alternative process” to prepare a compatibility plan for Chino Airport, the City of Ontario has prepared an airport land compatibility plan for Chino Airport consistent with the 2011 Caltrans Airport Land Use Planning Handbook solely to address impacts within Ontario’s boundaries; and

WHEREAS, the basic function of the ALUCP for Chino Airport (“CNO”) is to promote compatibility between CNO and the land uses that surround it. The main objective of the ALUCP is to avoid future compatibility conflicts rather than to remedy existing incompatibilities; and

WHEREAS, the ALUCP addresses four compatibility factors which include safety, noise, airspace protection, and overflight impacts. The compatibility plan includes policies to evaluate, land use plans and new development proposals for consistency with CNO. Each compatibility factor takes into consideration present and future aircraft operations or land uses that could negatively affect airport operations; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act, commencing with Public Resources Code Section 21000 (hereinafter referred to as “CEQA”); and

WHEREAS, the Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendation to the City Council on the subject Application; 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. The proposed Chino ALUCP does not create any conflicting policies or inconsistencies with the ONT ALUCP; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on June 28, 2022, the Planning Commission 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 Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: Environmental Determination and Findings. As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The Project is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the "common sense exemption" (also known as the "general rule exemption") that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

(3) The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

(4) The determination of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2: Ontario International 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. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as “ONT”), 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 recommending authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 3: Concluding Facts and Reasons. Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 2, above, the Planning Commission hereby concludes as follows:

(1) The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. The Development Code Amendment will support the creation and implementation of the Airport Land Use Compatibility Plan for Chino Airport as promoted by Land Use Element Policy LU5-8 Chino Airport.

(2) The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The Development Code Amendment incorporates safeguards intended to ensure that the purposes of the Development Code are preserved; the project will not be contrary to or damage the public health, safety, convenience, or general welfare; the project will not result in any significant environmental impacts; and the project will be in full conformity with the Vision, City Council Priorities, and Policy Plan components of The Ontario Plan.

SECTION 4: Planning Commission Action. Based upon the findings and conclusions set forth in Sections 1 through 4, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVES the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as “Attachment A” and “Attachment B,” incorporated herein by this reference.

SECTION 5: 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 6: 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 7: Certification to Adoption. The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of June 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. ____ was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on June 28, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

Add Development Code Section 5.01.005.F.6 to read as follows:

“6. CNO (Chino Airport) Overlay Zoning District. The Chino Airport Overlay zoning district is hereby established to: **[i]** delineate the Airport Influence Area (AIA) for Chino Airport as the boundary of the CNO Overlay zoning district; **[ii]** adopt an airport land use compatibility plan for Chino Airport consistent with the 2011 Caltrans Airport Land Use Planning Handbook solely to address impacts within Ontario’s boundaries; and **[iii]** promote compatibility between CNO and the land uses that surround it. Property in the CNO Overlay zoning district shall be subject to Reference L - Chino Airport Land Use Compatibility Plan, that includes maps, criteria, and policy language to guide development within the Chino AIA.”

ATTACHMENT B:

Add Development Code Reference L to read as follows:

L.01.001: Introduction

The California State Aeronautics Act (Public Utilities Code, Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan (Compatibility Plan) be prepared for all public-use airports in the state to:

“protect the public health, safety, and welfare by ensuring orderly expansion of airports and the adoption of land use measures that minimize the public’s exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible land uses.”

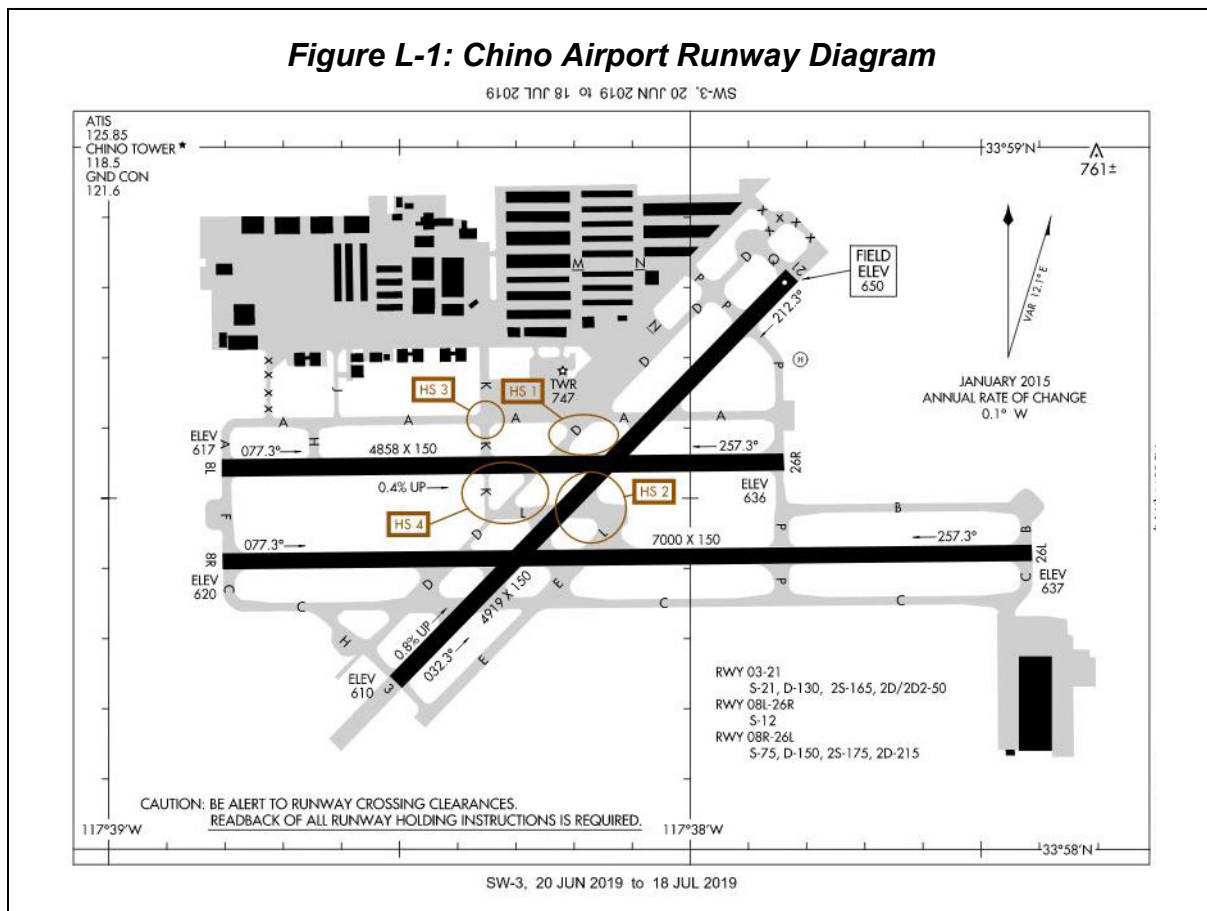
State law also requires local land use plans and individual development proposals to be consistent with policies set forth in Compatibility Plans. The statutes also require that local jurisdictions preparing Compatibility Plans “rely upon” the compatibility guidance provided by the *California Airport Land Use Planning Handbook* published by the California Department of Transportation (Caltrans), Division of Aeronautics in January 2011.

The responsibility for the preparation and adoption of compatibility plans falls to the county airport land use commission (ALUC). However, State law also provides for what is generally referred to as an “Alternative Process” wherein a county does not have to form an ALUC and the required compatibility planning responsibilities fall to local jurisdictions. San Bernardino County and its cities elected to follow the Alternative Process when this option became available as a result of the 1994 legislation (Assembly Bill 2831). Specific requirements for implementation of the Alternative Process are set forth in Public Utilities Code Section 21670.1(c)(2).

Use of the Alternative Process within San Bernardino County was established in 1995 by resolutions of the County Board of Supervisors and the city councils of cities affected by airports. The California Division of Aeronautics approved the San Bernardino County Alternative Process in 1996. The approval of the Alternative Process designated the City of Chino as the local jurisdiction responsible for leading the compatibility planning process for Chino Airport.

The current Chino Airport Land Use Compatibility Plan (ALUCP) does not reflect the guidance set forth in the 2011 Caltrans Airport Land Use Planning Handbook. Although, the City of Ontario does not have the formal responsibility under the “alternative process” to prepare a compatibility plan for Chino Airport, the City of Ontario has prepared an airport land compatibility plan for Chino Airport consistent with the 2011 Caltrans Airport Land Use Planning Handbook solely to address impacts within Ontario’s boundaries.

Chino Airport is owned and operated by the County of San Bernardino and is situated within the boundaries of the City of Chino, immediately south of Ontario. Chino Airport (CNO) is the busiest non-commercial airport within a 20-mile radius of the City of Ontario, making it a leading general aviation airport of choice for independent pilots, students and trainers, and corporate users. CNO occupies 1,097 acres, has three runways and provides full precision instrument approach capabilities. The airport reported nearly 165,000 annual operations for the 12-month period ending in September 2019. Aircraft operations on Runway 3-21 (northeast/southwest crosswind runway) and Runway 8L-26R (northern east/west parallel runway) have the greatest effect on the City of Ontario. A brief summary of airport facilities is provided below and shown in **Figure L-1: Chino Airport Diagram**.



Chino Airport Facilities

- **Runway 3-21**
 - Airport Reference Code: C-II
 - Existing Runway Dimensions: 4,919 feet x 150 feet
 - Runway is lighted for nighttime operations
 - Approach Visibility Minimums (lowest): Visual (>1-mile)
 - Title 14 Code of Federal Regulation (CFR), Part 77 category and approach slope: B(V), 20:1
 - Traffic Pattern: Runway 3 (right), Runway 21 (left)

- **Runway 8L-26R**
 - Airport Reference Code: C-III
 - Runway Dimensions:
 - Existing: 4,858 feet x 150 feet
 - Future: 5,500 feet x 150 feet
 - Existing Approach Visibility Minimums (lowest) and Part 77 category and approach slope:
 - Runway 8L: Visual (>1 mile); B(V), 20:1
 - Runway 26R: Precision (<3/4 mile); 50:1
 - Traffic Pattern: Runway 8L (right), Runway 26R (left)

- **Runway 8R-26L**
 - Airport Reference Code: D-III
 - Existing Runway Dimensions: 7,000 feet x 150 feet
 - Runway is lighted for nighttime operations
 - Approach Visibility Minimums (lowest):
 - Existing Runway 8R and 26L: Visual, >1-mile
 - Future Runway 26L: Precision (3/4 mile)
 - Part 77 category and approach slope:
 - Existing: B(V), 20:1
 - Future Runway 26L: Precision, 50:1
 - Traffic Pattern: Runway 8R (right), Runway 26L (left)

L.01.002: Purpose

The purpose of the “Airport Land Use Compatibility Plan” (ALUCP) for Chino Airport (CNO) is to promote compatibility between CNO and the land uses that surround it. The City’s general plan, specific plans, and zoning ordinances shall be made consistent with the CNO ALUCP through incorporation of the compatibility policies into their land use policy documents.

The main objective of the ALUCP is to avoid future compatibility conflicts rather than to remedy existing incompatibilities. Also, the ALUCP is aimed at addressing future land uses and development, not airport activity. The ALUCP does not place any restrictions on the present and future role, configuration, or use of the airport.

L.01.003: Definitions

A. Purpose. The purpose of this section is to establish definitions for terms and phrases used in this CNO ALUCP that are technical or specialized, or that may not reflect common usage.

B. Terms and Phrases. Definitions of Words Beginning with the Letter “A.”

Above Ground Level (AGL): An elevation datum given in feet above ground level.

Accident Potential Zones (APZs): A set of safety-related zones defined by AICUZ studies for areas beyond the ends of military airport runways. Typically, three types of zones are established: a clear zone closest to the runway end, then APZ I and APZ II. The potential for aircraft accidents and the corresponding need for land use restrictions is greatest with the clear zone and diminishes with increased distance from the runway.

Air Carriers: The commercial system of air transportation, consisting of the certificated air carriers, air taxis (including commuters), supplemental air carriers, commercial operators of large aircraft, and air travel clubs.

Aircraft Accident: An occurrence incident to flight in which, as a result of the operation of an aircraft, a person (occupant or nonoccupant) receives fatal or serious injury or an aircraft receives substantial damage.

- Except as provided below, *substantial damage* means damage or structural failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and that would normally require major repair or replacement of the affected component.
- Engine failure, damage limited to an engine, bent fairings or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered substantial damage.

Aircraft Incident: A mishap associated with the operation of an aircraft in which neither fatal or serious injuries nor substantial damage to the aircraft occur.

Aircraft Mishap: The collective term for an aircraft accident or an incident.

Aircraft Operation: The airborne movement of aircraft at an airport or about an en route fix or at other point where counts can be made. There are two types of operations: local and itinerant. An operation is counted for each landing and each departure, such that a touch-and-go flight is counted as two operations.

Airport: An area of land or water that is used or intended to be used for the landing and taking off of aircraft and includes its buildings and facilities if any.

Airport Elevation: The highest point of an airport's useable runways, measured in feet above mean sea level.

Airport Land Use Compatibility Plan (ALUCP): A planning document that contains policies for promoting safety and compatibility between public use airports and the communities that surround them. The ALUCP is the foundation of the airport land use compatibility planning process.

Airport Layout Plan (ALP): A scale drawing of existing and proposed airport facilities, their location on an airport, and the pertinent clearance and dimensional information required to demonstrate conformance with applicable standards.

Airport Master Plan (AMP): A long-range plan for development of an airport, including descriptions of the data and analyses on which the plan is based.

Airport Reference Code (ARC): A coding system used to relate airport design criteria to the operation and physical characteristics of the airplanes intended to operate at an airport.

Airports, Classes of: For the purposes of issuing a Site Approval Permit, The California Department of Transportation, Division of Aeronautics classifies airports into the following categories:

- **Agricultural Airport or Heliport:** An airport restricted to use only by agricultural aerial applicator aircraft (FAR Part 137 operators).
- **Emergency Medical Services (EMS) Landing Site:** A site used for the landing and taking off of EMS helicopters that is located at or as near as practical to a medical emergency or at or near an medical facility and: 1)has been designated an EMS landing site by an officer authorized by a public safety agency, as defined in PUC Section 21662.1, using criteria that the public safety agency has determined is reasonable and prudent for the safe operation of EMS helicopters; 2) is used, over any twelve month period, for no more than an average of six landings per month with a patient or patients on the helicopter, except to allow for adequate medical

response to a mass casualty event even if that response causes the site to be used beyond these limits; 3)is not marked as a permitted heliport as described in Section 3554 of these regulations; and 4)is used only for emergency medical purposes.

- Heliport on Offshore Oil Platform: A heliport located on a structure in the ocean, not connected to the shore by pier, bridge, wharf, dock or breakwater, used in the support of petroleum exploration or production.
- Personal-Use Airport: An airport limited to the non-commercial use of an individual owner or family and occasional invited guests.
- Public-Use Airport: An airport that is open for aircraft operations to the general public and is listed in the current edition of the Airport/Facility Directory that is published by the National Ocean Service of the U.S. Department of Commerce.
- Seaplane Landing Site: An area of water used, or intended for use, for landing and takeoff of seaplanes.
- Special-Use Airport or Heliport: An airport not open to the general public, access to which is controlled by the owner in support of commercial activities, public service operations, and/or personal use.
- Temporary Helicopter Landing Site: A site, other than an emergency medical service landing site at or near a medical facility, which is used for landing and taking off of helicopters and is used or intended to be used for less than one year, except for recurrent annual events and is not marked or lighted to be distinguishable as a heliport and is not used exclusively for helicopter operations.

Ambient Noise Level: The level of noise that is all encompassing within a given environment for which a single source cannot be determined. It is usually a composite of sounds from many and varied sources near to and far from the receiver.

Approach Protection Easement: A form of easement that both conveys all of the rights of an aviation easement and sets specified limitations on the type of land uses allowed to be developed on the property.

Approach Speed: The recommended speed contained in aircraft manuals used by pilots when making an approach to landing. This speed will vary for different segments of an approach as well as for aircraft weight and configuration.

Aviation-Related Use: Any facility or activity directly associated with the air transportation of persons or cargo or the operation, storage, or maintenance of aircraft at an airport or heliport. Such uses specifically include runways, taxiways, and their

associated protected areas defined by the Federal Aviation Administration, together with aircraft aprons, hangars, fixed base operations, terminal buildings, etc.

Avigation Easement: A type of easement that typically conveys the following rights:

- A right-of-way for free and unobstructed passage of aircraft through the airspace over the property at any altitude above a surface specified in the easement (usually set in accordance with FAR Part 77 criteria).
- A right to subject the property to noise, vibrations, fumes, dust, and fuel particle emissions associated with normal airport activity.
- A right to prohibit the erection or growth of any structure, tree, or other object that would enter the acquired airspace.
- A right-of-entry onto the property, with proper advance notice, for the purpose of removing, marking, or lighting any structure or other object that enters the acquired airspace.
- A right to prohibit electrical interference, glare, misleading lights, visual impairments, and other hazards to aircraft flight from being created on the property.

Based Aircraft: Aircraft stationed at an airport on a long-term basis.

Ceiling: Height above the earth's surface to the lowest layer of clouds or obscuring phenomena.

Circling Approach/Circle-to-Land Maneuver: A maneuver initiated by the pilot to align the aircraft with a runway for landing when a straight-in landing from an instrument approach is not possible or not desirable.

Commercial Activities: Airport-related activities that may offer a facility, service or commodity for sale, hire or profit. Examples of commodities for sale are: food, lodging, entertainment, real estate, petroleum products, parts and equipment. Examples of services are: flight training, charter flights, maintenance, aircraft storage, and tiedown.

Commercial Operator: A person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier.

Community Noise Equivalent Level (CNEL): The noise metric adopted by the State of California for evaluating airport noise. It represents the average daytime noise level during a 24-hour day, adjusted to an equivalent level to account for the lower

tolerance of people to noise during evening and nighttime periods relative to the daytime period.

Compatibility Plan: As used herein, a plan, that sets forth policies for promoting compatibility between airports and the land uses that surround them.

Controlled Airspace: Any of several types of airspace within which some or all aircraft may be subject to air traffic control.

Day-Night Average Sound Level (DNL): The noise metric adopted by the U.S. Environmental Protection Agency for measurement of environmental noise. It represents the average daytime noise level during a 24-hour day, measured in decibels and adjusted to account for the lower tolerance of people to noise during nighttime periods. The mathematical symbol is L_{dn} .

Decibel (dB): A unit measuring the magnitude of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, specifically a sound just barely audible to an unimpaired human ear. For environmental noise from aircraft and other transportation sources, an *A-weighted sound level* (abbreviated dBA) is normally used. The A-weighting scale adjusts the values of different sound frequencies to approximate the auditory sensitivity of the human ear.

Deed Notice: A formal statement added to the legal description of a deed to a property and on any subdivision map. As used in airport land use planning, a deed notice would state that the property is subject to aircraft overflights. Deed notices are used as a form of buyer notification as a means of ensuring that those who are particularly sensitive to aircraft overflights can avoid moving to the affected areas.

Displaced Threshold: A landing threshold that is located at a point on the runway other than the designated beginning of the runway (see *Threshold*).

Equivalent Sound Level (L_{eq}): The level of constant sound that, in the given situation and time period, has the same average sound energy as does a time-varying sound.

FAR Part 77: The part of the Federal Aviation Regulations that deals with objects affecting navigable airspace.

FAR Part 77 Surfaces: Imaginary airspace surfaces established with relation to each runway of an airport. There are five types of surfaces: (1) primary; (2) approach; (3) transitional; (4) horizontal; and (5) conical.

Federal Aviation Administration (FAA): The U.S. government agency that is responsible for ensuring the safe and efficient use of the nation's airports and airspace.

Federal Aviation Regulations (FAR): Regulations formally issued by the FAA to regulate air commerce.

Fixed Base Operator (FBO): A business that operates at an airport and provides aircraft services to the general public including, but not limited to, sale of fuel and oil; aircraft sales, rental, maintenance, and repair; parking and tiedown or storage of aircraft; flight training; air taxi/charter operations; and specialty services, such as instrument and avionics maintenance, painting, overhaul, aerial application, aerial photography, aerial hoists, or pipeline patrol.

Fleet Mix: The composition of aircraft that operate at a particular airport.

Flight Tracks: Routes aircraft routinely use when arriving and departing from an airport.

Forecasts: A projection of the amount and type of aircraft operations at an airport.

General Aviation: That portion of civil aviation that encompasses all facets of aviation except air carriers.

General Aviation Airport: Airports that do not receive scheduled commercial service, or do not meet the criteria for classification as a commercial service airport. General aviation airports have at least 10 locally based aircraft, are at least twenty miles from the nearest NPIAS airports.

Glide Slope: An electronic signal radiated by a component of an ILS to provide vertical guidance for aircraft during approach and landing.

Helipad: A small, designated area, usually with a prepared surface, on a heliport, airport, landing/takeoff area, apron/ramp, or movement area used for takeoff, landing, or parking of helicopters.

Heliport: A facility used for operating, basing, housing, and maintaining helicopters. (HAI)

Infill: Development that takes place on vacant property largely surrounded by existing development, especially development that is similar in character.

Inner Approach/Departure Zone: A rectangular area extending beyond the RPZ. If the RPZ widths approximately equal the runway widths, the Inner Approach/Departure Zoned extends along the sides of the RPZ from the end of the runway.

Inner Turning Zone: A triangular area over which aircraft are turning from the base to final approach legs of the standard traffic pattern. It also includes the area where departing aircraft normally complete the transition from takeoff to climb mode and begin to turn on their en route headings.

Instrument Approach Procedure: A series of predetermined maneuvers for the orderly transfer of an aircraft under instrument flight conditions from the beginning of the initial approach to a landing or to a point from which a landing may be made visually. It is prescribed and approved for a specific airport by competent authority (refer to Nonprecision Approach Procedure and Precision Approach Procedure).

Instrument Flight Rules (IFR): Rules governing the procedures for conducting instrument flight. Generally, IFR applies when meteorological conditions with a ceiling below 1,000 feet and visibility less than 3 miles prevail.

Instrument Landing System (ILS): A precision instrument approach system that normally consists of the following electronic components and visual aids: (1) Localizer; (2) Glide Slope; (3) Outer Marker; (4) Middle Marker; (5) Approach Lights.

Instrument Operation: An aircraft operation in accordance with an IFR flight plan or an operation where IFR separation between aircraft is provided by a terminal control facility.

Instrument Runway: A runway equipped with electronic and visual navigation aids for which a precision or nonprecision approach procedure having straight-in landing minimums has been approved.

Inverse Condemnation: An action brought by a property owner seeking just compensation for land taken for a public use against a government or private entity having the power of eminent domain. It is a remedy peculiar to the property owner and is exercisable by that party where it appears that the taker of the property does not intend to bring eminent domain proceedings.

Land Use Density: A measure of the concentration of land use development in an area. Mostly the term is used with respect to residential development and refers to the number of dwelling units per acre. Unless otherwise noted, policies in this compatibility plan refer to *gross* rather than *net* acreage.

Land Use Intensity: A measure of the concentration of nonresidential land use development in an area. For the purposes of airport land use planning, the term indicates the number of people per acre attracted by the land use. Unless otherwise noted, policies in this compatibility plan refer to gross rather than net acreage.

Large Airplane: An airplane of more than 12,500 pounds maximum certificated takeoff weight.

Localizer (LOC): The component of an ILS that provides course guidance to the runway.

Mean Sea Level (MSL): An elevation datum given in feet from mean sea level.

Minimum Descent Altitude (MDA): The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Missed Approach: A maneuver conducted by a pilot when an instrument approach cannot be completed to a landing.

National Transportation Safety Board (NTSB): The U.S. government agency responsible for investigating transportation accidents and incidents.

Navigational Aid (Navaid): Any visual or electronic device airborne or on the surface that provides point-to-point guidance information or position data to aircraft in flight.

Noise Contours: Continuous lines of equal noise level usually drawn around a noise source, such as an airport or highway. The lines are generally drawn in 5-decibel increments so that they resemble elevation contours in topographic maps.

Noise Level Reduction (NLR): A measure used to describe the reduction in sound level from environmental noise sources occurring between the outside and the inside of a structure.

Nonconforming Use: An existing land use that does not conform to subsequently adopted or amended zoning or other land use development standards.

Nonprecision Approach Procedure: A standard instrument approach procedure in which no electronic glide slope is provided.

Nonprecision Instrument Runway: A runway with an approved or planned straight-in instrument approach procedure that has no existing or planned precision instrument approach procedure.

Obstruction: Any object of natural growth, terrain, or permanent or temporary construction or alteration, including equipment or materials used therein, the height of

which exceeds the standards established in Subpart C of Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace.

One-Engine Inoperative (OEI) Obstacle Identification Surface: For airports with runways that support air carrier operations, this surface begins at the same elevation of the end of the departure runway and slopes upward at 1 foot vertically to 62.5 feet horizontally. The inner width of the OEI surface is 600 feet while the outer width is 12,000 feet. The surface extends for a distance of 50,000 feet along the runway centerline.

Outer Approach/Departure Zone: A rectangular area located along the extended centerline beyond the Inner Approach/Departure Zone.

Overflight: Any distinctly visible and/or audible passage of an aircraft in flight, not necessarily directly overhead.

Overflight Easement: An easement that describes the right to overfly the property above a specified surface and includes the right to subject the property to noise, vibrations, fumes, and emissions. An overflight easement is used primarily as a form of buyer notification.

Overflight Zone: The area(s) where aircraft maneuver to enter or leave the traffic pattern, typically defined by the FAR Part 77 horizontal surface.

Precision Approach Procedure: A standard instrument approach procedure where an electronic glide slope is provided.

Precision Instrument Runway: A runway with an existing or planned precision instrument approach procedure.

Qualified Airport Wildlife Biologist: A biologist who has received specific training to identify hazards to aircraft operations pursuant to FAA criteria set forth at Advisory Circular 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports.

Referral Area: The area around an airport defined by the planning area boundary adopted by an airport land use commission within which certain land use proposals are to be referred to the commission for review.

Runway Protection Zone (RPZ): An area (formerly called a *clear zone*) off the end of a runway used to enhance the protection of people and property on the ground.

Safety Zone: For the purpose of airport land use planning, an area near an airport in which land use restrictions are established to protect the safety of the public from potential aircraft accidents.

Sideline Zone: A rectangular area in close proximity and parallel to the runway.

Single-Event Noise: As used in herein, the noise from an individual aircraft operation or overflight.

Single Event Noise Exposure Level (SENEL): A measure, in decibels, of the noise exposure level of a single event, such as an aircraft flyby, measured over the time interval between the initial and final times for which the noise level of the event exceeds a threshold noise level and normalized to a reference duration of one second. SENEL is a noise metric established for use in California by the state Airport Noise Standards and is essentially identical to *Sound Exposure Level (SEL)*.

Site Approval Permit: A written approval issued by the California Department of Transportation authorizing construction of an airport in accordance with approved plans, specifications, and conditions. Both public-use and special-use airports require a site approval permit. (CCR)

Small Airplane: An airplane of 12,500 pounds or less maximum certificated takeoff weight. (Airport Design AC)

Sound Exposure Level (SEL): A time-integrated metric (i.e., continuously summed over a time period) that quantifies the total energy in the A-weighted sound level measured during a transient noise event. The time period for this measurement is generally taken to be that between the moments when the A-weighted sound level is 10 dB below the maximum.

Straight-In Instrument Approach: An instrument approach wherein a final approach is begun without first having executed a procedure turn; it is not necessarily completed with a straight-in landing or made to straight-in landing weather minimums. (AIM)

Taking: Government appropriation of private land for which compensation must be paid as required by the Fifth Amendment of the U.S. Constitution. It is not essential that there be physical seizure or appropriation for a *taking* to occur, only that the government action directly interferes with or substantially disturbs the owner's right to use and enjoyment of the property.

Terminal Instrument Procedures (TERPS): Procedures for instrument approach and departure of aircraft to and from civil and military airports. There are four types of

terminal instrument procedures: precision approach, nonprecision approach, circling, and departure.

Threshold: The beginning of that portion of the runway usable for landing (also see Displaced Threshold).

Touch-and-Go: An operation by an aircraft that lands and departs on a runway without stopping or exiting the runway.

Traffic Pattern: The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach.

Traffic Pattern Zone: An elliptical area that includes the majority of other portions of regular air traffic patterns and pattern entry routes, and generally extends to the farthest point of 6,000 foot radius arcs from the centers of each of the primary surfaces and connecting lines tangent to those arcs.

Visual Approach: An approach where the pilot must use visual reference to the runway for landing under VFR conditions.

Visual Flight Rules (VFR): Rules that govern the procedures for conducting flight under visual conditions. VFR applies when meteorological conditions are equal to or greater than the specified minimum-generally, a 1,000-foot ceiling and 3-mile visibility.

Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan.

L.01.004: Compatibility Factors

In accordance with guidance set forth the by 2011 Airport Land Use Planning Handbook (Handbook) published by the California Department of Transportation (Caltrans), Division of Aeronautics, the CNO Airport Influence Area (AIA) encompasses all lands that could be negatively impacted by CNO's present, or future aircraft operations or land uses that could negatively affect airport operations. The AIA is depicted in **Policy Map L-1 (Chino Airport Influence Area)** and encompasses the geographic extent of four types of compatibility impacts, referred to as compatibility factors, listed below:

- **Safety:** Areas where the risk of an aircraft accident poses heightened safety concerns for people and property on the ground.
- **Noise:** Locations exposed to potentially disruptive levels of aircraft noise.

- **Airspace Protection:** Places where height and certain other land use characteristics, particularly uses that attract birds, need to be restricted in order to protect the airspace required for operation of aircraft to and from the airport.
- **Overflight:** Locations where aircraft overflights can be intrusive and annoying to many people.

The potential impact of each compatibility factor on land within the City of Ontario were evaluated and maps, criteria, and policy language have been created to guide development within the Chino AIA. The compatibility policies and criteria to evaluate future development proposals are consistent with the 2011 Caltrans Airport Land Use Planning Handbook.

A. Safety. The intent of the safety compatibility policies is to minimize the risks associated with an off-airport aircraft accident or emergency landing. The policies focus on reducing the potential consequences of such events when they occur. The potential risks to people and property within the CNO AIA and to people on board the aircraft are considered.

The Handbook provides sets of generic zones for different types of general aviation runways and the shapes and sizes of the zones were established based upon mathematical analyses of the accident location data and flight parameters. The Handbook safety zones and criteria serve as the basis for this CNO ALUCP and are described below:

- The generic Handbook safety zones for a Medium General Aviation Runway Group were applied for the approach end of Runway 21 (northeast) and Runway 26R (east).
- The generic Handbook safety zones for a Long General Aviation Runway Group were applied for the approach end of Runway 26L (east).

For implementation purposes, the generic Handbook Safety Zone boundaries were adjusted to follow parcel lines, roads, and other geographic features. The reconfiguration of the safety zones did not result in a substantial net acreage reduction of the safety zones. For consistency, the CNO Safety Zones maintain the same numbering system used in the Handbook. Portions of Safety Zones 1, 2, 3, 4 and 6 are located within Ontario city limits and are depicted in **Policy Map L-2 (Chino Airport Safety Zones)**. Safety Zone 5 is located outside of the Ontario city limits and not included in the CNO ALUCP.

1. Safety Zone 1. Zone 1 reflects the airport's established Runway Protection Zone (RPZ). Portions of the RPZ are located off airport within the City of Ontario and shall be maintained as undeveloped land, clear of objects in accordance with FAA standards. Below is a summary of risk and basic compatibility policies listed in the Handbook.

<i>Nature of Risk</i>	<i>Basic Compatibility Policies</i>
Normal Maneuvers: <ul style="list-style-type: none"> ▪ Aircraft on very close final approach or departure – very high risk 	Normally Allowed Uses: <ul style="list-style-type: none"> ▪ None
Altitude: <ul style="list-style-type: none"> ▪ Less than 200 feet above runway 	Uses to Avoid: <ul style="list-style-type: none"> ▪ Nonresidential uses except if very low intensity in character and confined to the outer sides such as parking lots, streets, roads
Common Accident Types: <ul style="list-style-type: none"> ▪ Arrival: Downdrafts and wind gusts. Low glide paths ▪ Departure: Runway overruns, aborted takeoffs, and engine failures 	Prohibit: <ul style="list-style-type: none"> ▪ All new structures and residential land uses
Risk Level: <ul style="list-style-type: none"> ▪ Very high ▪ Percentage of near-runway accidents in this zone: 20% - 21% 	Other Factors: <ul style="list-style-type: none"> ▪ Airport ownership of property encouraged

2. Safety Zone 2. Zone 2 reflects the Inner Approach/Departure Zone. Below is a summary of risk and basic compatibility policies listed in the Handbook.

<i>Nature of Risk</i>	<i>Basic Compatibility Policies</i>
Normal Maneuvers: <ul style="list-style-type: none"> ▪ Aircraft overflying at low altitudes on final approach and straight-out departures 	Normally Allowed Uses: <ul style="list-style-type: none"> ▪ Agriculture; non-group recreational uses ▪ Low-hazard materials storage, warehouses ▪ Low-intensity light industrial uses; auto, aircraft, marine repair services
Altitude: <ul style="list-style-type: none"> ▪ Between 200 and 400 feet above runway 	Uses to Limit: <ul style="list-style-type: none"> ▪ All residential uses except as infill in developed areas ▪ Multi-story uses; uses with high density or intensity Shopping centers, most eating establishments
Common Accident Types: <ul style="list-style-type: none"> ▪ Arrival: Similar to Zone 1, aircraft under-shooting approaches, forced short landings ▪ Departure: Similar to Zone 1, emergency landing on straight-out departure 	Uses to Avoid: <ul style="list-style-type: none"> ▪ All residential uses except as infill in developed areas ▪ Multi-story uses; uses with high density or intensity Shopping centers, most eating establishments
Risk Level: <ul style="list-style-type: none"> ▪ High ▪ Percentage of near-runway accidents in this zone: 8% to 22% Aircraft on very close final approach or departure – very high risk 	Uses Prohibit: <ul style="list-style-type: none"> ▪ Theaters, meeting halls and other assembly uses ▪ Office buildings greater than 3 stories ▪ Labor-intensive industrial use Nonresidential uses except if very low intensity in character and confined to the outer sides Parking lots, streets, roads

3. Safety Zone 3. Zone 3 reflects the Inner Turning Zone. Below is a summary of risk and basic compatibility policies listed in the Handbook.

<i>Nature of Risk</i>	<i>Basic Compatibility Policies</i>
Normal Maneuvers: <ul style="list-style-type: none"> Aircraft—especially smaller, piston-powered aircraft— turning base to final on landing approach or initiating turn to en route direction on departure 	Normally Allowed Uses: <ul style="list-style-type: none"> Uses allowed in Zone 2 Greenhouses, low-hazard materials storage, mini-storage, warehouses Light industrial, vehicle repair services
Altitude: <ul style="list-style-type: none"> Less than 500 feet above runway, particularly on landing 	Uses to Limit: <ul style="list-style-type: none"> Residential uses to very low densities Office and other commercial uses to low intensities
Common Accident Types: <ul style="list-style-type: none"> Arrival: Pilot overshoots turn to final and inappropriately cross controls the airplane rudder and ailerons while attempting to return to the runway alignment causing stall, spin, and uncontrolled crash Departure: Mechanical failure on takeoff; low altitude gives pilot few options on emergency landing site; or, pilot attempts to return to airport and loses control during tight turn 	Uses to Avoid: <ul style="list-style-type: none"> Commercial and other nonresidential uses having higher usage intensities Building with more than 3 aboveground habitable floors Hazardous uses (e.g., aboveground bulk fuel storage)
Risk Level: <ul style="list-style-type: none"> Moderate to high Percentage of near-runway accidents in this zone: 4% to 8% 	Uses to Prohibit: <ul style="list-style-type: none"> Major shopping centers, theaters, meeting halls and other assembly facilities Children’s schools, large daycare centers, hospitals, nursing homes Stadiums, group recreational uses

4. Safety Zone 4. Zone 4 reflects the Outer Approach/Departure Zone. Below is a summary of risk and basic compatibility policies listed in the Handbook.

<i>Nature of Risk</i>	<i>Basic Compatibility Policies</i>
Normal Maneuvers: <ul style="list-style-type: none"> Approaching aircraft usually at less than traffic pattern altitude 	Normally Allowed Uses: <ul style="list-style-type: none"> Uses allowed in Zone 3 Restaurants, retail, industrial
Altitude: <ul style="list-style-type: none"> Less than 1,000 feet above runway 	Uses to Limit: <ul style="list-style-type: none"> Residential uses to low density
Common Accident Types: <ul style="list-style-type: none"> Arrival: Pilot undershoots runway during an instrument approach, aircraft loses engine on approach, forced landing Departure: Mechanical failure on takeoff 	Uses to Avoid: <ul style="list-style-type: none"> High-intensity retail or office buildings
Risk Level: <ul style="list-style-type: none"> Moderate Percentage of near-runway accidents in this zone: 2% to 6% 	Uses to Prohibit: <ul style="list-style-type: none"> Children’s schools, large daycare centers, hospitals, nursing homes Stadiums, group recreational uses

5. Safety Zone 6. Zone 6 reflects the Traffic Pattern Zone. Below is a summary of risk and basic compatibility policies listed in the Handbook.

<i>Nature of Risk</i>	<i>Basic Compatibility Policies</i>
Normal Maneuvers: <ul style="list-style-type: none"> ▪ Aircraft within a regular traffic pattern and pattern entry routes 	Normally Allowed Uses: <ul style="list-style-type: none"> ▪ Residential uses
Altitude: <ul style="list-style-type: none"> ▪ Less than 1,000 to 1,500 feet above runway 	Uses to Limit: <ul style="list-style-type: none"> ▪ Children's schools, large day care centers, hospitals, and nursing homes ▪ Processing and storage of bulk quantities of highly hazardous
Common Accident Types: <ul style="list-style-type: none"> ▪ Arrival: Pattern accidents in proximity of airport ▪ Departure: Emergency landings 	Uses to Avoid: <ul style="list-style-type: none"> ▪ Outdoor stadiums and similar uses with very high intensities
Risk Level: <ul style="list-style-type: none"> ▪ Low ▪ Percentage of near-runway accidents in this zone: 18% to 29% (percentage is high because of large area encompassed) 	

6. Factors in establishing Safety Zone Policies. To minimize risks to people and property on the ground, the safety compatibility criteria in **Table L-2: Safety Zones Compatibility Criteria** set limits on:

a. *Residential Uses.* The density of residential development is measured by the number of dwelling units per acre. Consistent with the California Airport Land Use Planning Handbook (2011) guidelines, a greater degree of protection is warranted for residential uses.

b. *Nonresidential Uses.* The intensity of nonresidential development is measured by the number of people per acre concentrated in areas most susceptible to aircraft accidents.

7. Safety Zone Standards for New Development. To minimize risk-sensitive development in high-risk areas around CNO, the safety compatibility of new development shall be evaluated in accordance with the safety policies set forth in this section, including the criteria listed in **Table L-1: CNO ALUCP Compatibility Criteria Matrix**, **Table L-2: Safety Zones Compatibility Criteria** and the safety zones depicted on **Policy Map L-2: Chino Airport Safety Zones**.

8. Safety Zone Policies.

<i>Policy No.</i>	<i>Safety Zone Policies</i>
S1	Residential Development: New residential development is incompatible within all Safety Zones (1 through 4). Policies S1a and S1b are exceptions to this policy, if applicable.
S1a	Single-Family Home: The construction of a single-family home on a legal lot of record is allowed in Safety Zones 2, 3, and 4 if the use is permitted by the City of Ontario's land use regulations. See Policy SP2 with regard to development by right.
S1b	Second-Unit: A second-unit as defined by state law is allowed within Safety Zones 2, 3 and 4 if the use is permitted by the City of Ontario's land use regulations.
S1c	Family Day Care: In accordance with state law, a family day care home serving 14 or fewer children may be established in any dwelling by the policies of this ALUCP.
S1d	Residential Mixed-Use Developments: New mixed-use developments will locate the residential component outside of all safety zones.

Policy No.	Safety Zone Policies
S2	<p>Occupancy Limits For Nonresidential Development: Table L-2: Safety Zones Compatibility Criteria indicates the usage intensity (number of people per acre) limit for each safety zone. The usage intensity limits represent the safety criteria for new nonresidential development. The usage intensity limits measure intensity in two forms:</p> <ol style="list-style-type: none"> Sitewide average intensity which sets intensity limits for the entire project site; and Single-acre intensity which sets intensity limits on any single acre within the project site (see Figure L2: Land Use Intensity Calculation example). As a condition of approval, all new nonresidential development within the Safety Zones shall comply with both forms of intensity limits as described further below. <div data-bbox="342 640 1403 1644" style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">Figure L2: Land Use Intensity Calculation Example</p> <p>In this example, both the sitewide and single-acre intensity of a proposed Research & Development (R&D) / warehouse facility is calculated using the common occupancy load factors [number of square feet per person] information in Table L-2 together with project-specific data. The results are then compared with the maximum sitewide and single-acre intensity limits to determine consistency of the project with the safety criteria.</p> <div style="display: flex; justify-content: space-between;"> <div data-bbox="451 850 909 1606" style="width: 45%;"> <p style="text-align: center;">Single Acre calculations focus on most intense use of the project site</p> <p>Research & Development 25,000 sq. ft.</p> <p>Warehouse 18,560 sq. ft.</p> <p>Warehouse 66,440 sq. ft.</p> </div> <div data-bbox="917 850 1299 1606" style="width: 45%;"> <p>Table 1: Safety Criteria</p> <p>Safety Zone 3 Intensity Limitations Max. Sitewide Average intensity: 100 people/acre Max. Single-Acre intensity: 250 people/acre</p> <p>Common Occupancy Load Factors Warehouse: 1,000 sq. ft./per person Research & Development: 300 sq. ft./per person</p> <p>Project Information Land Use = Warehouse 85,000 sq. ft. Research & Development 25,000 sq. ft. Total Bldg. sq. ft. = 110,000 sq. ft. Site Acreage = 3 acres Safety Zone = 3</p> <p>Calculations</p> <p>Warehouse = $\frac{18,560 \text{ sq. ft.}}{1,000 \text{ sq. ft. per person}} = 19 \text{ people}$</p> <p>Warehouse = $\frac{66,440 \text{ sq. ft.}}{1,000 \text{ sq. ft. per person}} = 65 \text{ people}$</p> <p>Research & Development = $\frac{25,000 \text{ sq. ft.}}{300 \text{ sq. ft. per person}} = 83 \text{ people}$</p> <p>Site Wide Average</p> <p>Total # of people = 167 = 56 people per acre site acreage 3 ac</p> <p>Single Acre Average</p> <p>Total # of people = 102 = 102 people per acre Single acre 1 ac</p> <p style="text-align: right; color: red;">Below the maximum Average Intensity</p> <p style="text-align: right; color: red;">Below the maximum Single-Acre Intensity</p> </div> </div> </div>
S2a	<p>Sitewide Average Intensity is calculated by determining the total number of people expected to be on the site at any given time under normal operating conditions and dividing by the total number of acres of the project site.</p>
S2b	<p>Single-acre Intensity of a proposed development is calculated by determining the total number of people expected to be within any one-acre portion of the site, typically the most intensively used building or part of a building. The 1.0-acre area calculations represent building footprints that are generally rectangular and not elongated in shape or, for buildings larger than 1.0 acre, represent a portion of the building.</p>

Policy No.	Safety Zone Policies
S2c	<p>Usage Intensity calculations includes all people (e.g., employees, customers/visitors) who may be on the property at any single point in time during normal operating conditions, whether indoors or outdoors. Table L-2: Safety Zones Compatibility Criteria indicates the normal occupancy load factor (number of square feet per person) and Floor Area Ratio (FAR) for many nonresidential uses. These numbers are interrelated with the intensity limits (number of people per acre) and can be used to calculate the usage intensity of a proposed project (see Figure L-3: Intensity Limits). Note that the safety criteria are the sitewide and single-acre intensity limits (number of people per acre). The occupancy load factors and FARs are provided as methods for calculating the intensity of a proposed project.</p> <p>1. Occupancy Load Factors: The occupancy load factors (minimum number of square feet per person) provided in Table L-2: Safety Zones Compatibility Criteria vary from one land use to another. As shown in Figure L-4, the sitewide average usage intensity of a project having multiple uses can be calculated by:</p> <ul style="list-style-type: none"> ▪ Dividing the number of square feet of each component use by the number of square feet per person (occupancy load) for that use as indicated in Table L-2; ▪ Adding together the number of people for each component use; and ▪ Dividing the total number of people by the total number of acres of the project site to get the sitewide average intensity. ▪ Where occupancy load factors are not indicated in the table or if the assumed occupancy load factor for a particular proposal or component thereof is not applicable to the project, then the number of occupants is estimated in another manner – for example, the number of seats and employees at a restaurant or the number of parking places times the vehicle occupancy for an industrial plant. <div style="border: 2px solid black; padding: 10px; margin-top: 20px;"> <p>Figure L-3: Intensity Limits The interrelationship between Intensity limit, normal occupancy load factor and Floor Area Ratio (FAR) is indicated in the two examples below. The examples reflect Zone 3 criteria: intensity limit of 100 people per acre, occupancy load factor of 200 square feet per person, and 0.46 FAR.</p> <p>Example 1</p> $\begin{array}{r} 200 \text{ square feet per person (occupancy load factor)} \\ \times \quad 100 \text{ people per acre (intensity limit)} \\ \hline 20,000 \text{ square foot building} \\ \div \quad 43,560 \text{ square feet per acre} \\ \hline 0.46 \text{ FAR} \end{array}$ <p>Example 2</p> $\begin{array}{r} 43,560 \text{ square feet per acre} \\ \times \quad 0.46 \text{ FAR} \\ \hline 20,000 \text{ square foot building} \\ \div \quad 200 \text{ square feet per person (occupancy load factor)} \\ \hline 100 \text{ people per acre (intensity limit)} \end{array}$ </div>

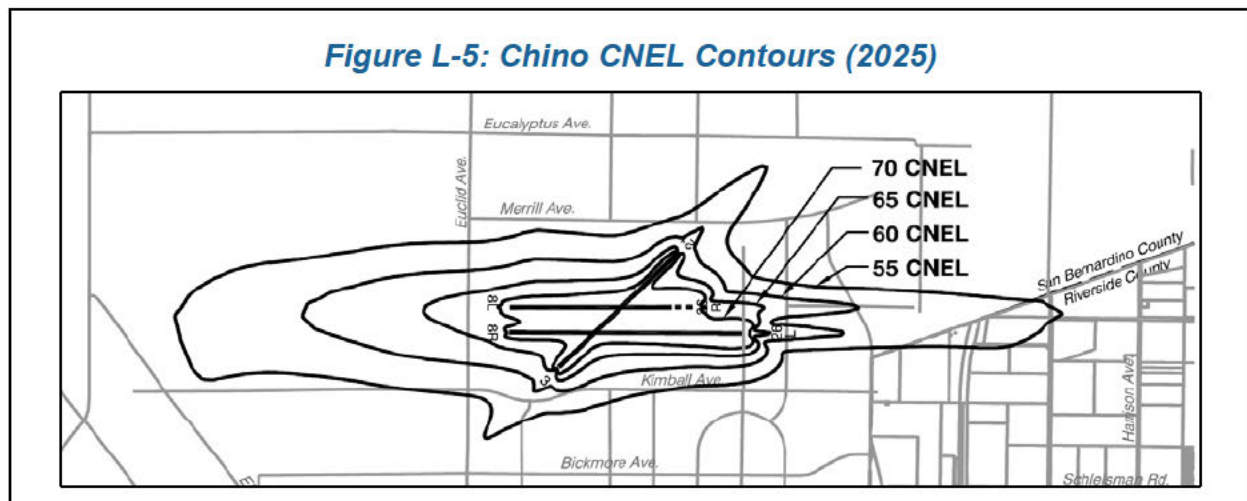
Policy No.	Safety Zone Policies
S2C	<p>2. Floor Area Ratios (FARs): The allowable FAR is indicated in Table L-2: Safety Zones Compatibility Criteria for a particular safety zone and vary from one land use to another. Each component use is calculated as occupying a share of the total project site equal to its percentage of the total floor area in the project. Mathematically, this means that the FAR for each component use will be the same as the FAR for the entire building.</p> <p>3. Alternative Intensity Calculations: An alternative method for measuring compliance with the usage intensity limits is acceptable. For example, a method based upon the City’s parking space requirements may be used together with an assumed number of people per vehicle as a means of determining the number of occupants for uses that are vehicle oriented (this method would not be suitable for land uses where many users arrive by transit, bicycle, or other means of transportation).</p> <p>4. Mixed-Use Development: Each component use within a nonresidential mixed-use development shall comply with Table L-2: Safety Zones Compatibility Criteria unless the use is ancillary (less than 10% of total building floor area).</p> <p>5. Ancillary Uses: Up to 10% of the total floor area of a building may be devoted to an ancillary use of another type, including a use with a higher occupancy load factor that is shown as incompatible in Table L-2: Safety Zones Compatibility Criteria. Ancillary uses may be excluded from the single-acre intensity calculations (but not the sitewide average intensity limits) provided that the ancillary use is neither:</p> <ul style="list-style-type: none"> ▪ An assembly room having more than 750 square feet of floor area (this criterion is intended to parallel Building Code standards) and a capacity of more than 50 people; nor ▪ A children’s school (grades K–12), day care center or other risk-sensitive use that is “incompatible” within the safety zone where the primary use is to be located. <p>6. Uncommon Land Use Considerations: If a particular development proposal is uncommon—that is, there would be more floor area per person and lower usage intensity—the local agency may consider that information in determining the safety compatibility of the proposal. In considering any such exceptions, the local agency shall also take into account the potential for the use of a building to change over time. A building could have planned low-intensity use initially, but later be converted to a higher-intensity use. Local agency permit language or other mechanisms to ensure continued compliance with the usage intensity criteria must be put in place.</p> <p>7. Parcels within Multiple Safety Zones: For the purposes of evaluating consistency with the usage intensity criteria set forth in Table L-2: Safety Zones Compatibility Criteria, any parcel that is split by safety zone boundaries shall be considered as if it were multiple parcels divided at the safety zone boundary line. However, the intensity of nonresidential development allowed within the more restricted portion of the parcel can (and is encouraged to) be transferred to the less restricted portion. This full or partial reallocation of intensity is permitted even if the resulting intensity in the less restricted area would then exceed the limits which would otherwise apply within that safety zone (see Figure L-4).</p> <div data-bbox="824 1318 1404 1791" style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Figure L-4: Transferring Usage Intensity An example of transferring usage intensity to the less restrictive safety zone is provided below. Zone 3 intensity limit: 100 people per acre Zone 4 intensity limit: 160 people per acre Proposed intensity in Zone 3: 80 people per acre Proposed intensity in Zone 4: 100 people per acre * The proposed intensity for Zone 3 (80 people per acre) is encouraged to be transferred to Zone 4 for a total of 180 people per acre, even if it exceeds the Zone 4 intensity limit of 160 people per acre.</p> </div>

<i>Policy No.</i>	<i>Safety Zone Policies</i>
S3	Land Use Event Exceptions: The City of Ontario may make exceptions for “conditional” or “incompatible” land uses associated with rare special events (e.g., an air show at the airport) for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate.
S4	Land Uses of Special Concern: Certain types of land uses represent special safety concerns irrespective of the number of people associated with those uses. Table L-2: Safety Zones Compatibility Criteria indicates the criteria applicable to these uses. In some cases, these uses are not allowed in portions of the safety zones regardless of the number of occupants associated with the use. In other instances, these uses should be avoided—i.e., allowed only if an alternate site outside of the safety zone would not work. When allowed, special measures should be taken to minimize hazards to the facility and occupants if the facility were to be struck by an aircraft. Land uses of particular concern and the nature of the concern are listed policies S4a through S4c.
S4a	Land Uses Having Vulnerable Occupants: These land uses are ones in which the majority of occupants are children, elderly, and/or disabled—people who have reduced effective mobility or may be unable to respond to emergency situations. These uses include: <ul style="list-style-type: none"> ▪ Children’s schools (grades K–12). ▪ Day care centers (facilities with 15 or more children, as defined in the California Health and Safety Code). ▪ Hospitals, health care centers, and similar facilities, especially where patients remain overnight, nursing homes and inmate facilities.
S4b	Hazardous Materials Storage: Materials that are flammable, explosive, corrosive, or toxic constitute special safety compatibility concerns to the extent that an aircraft accident could cause release of the materials and thereby pose dangers to people and property in the vicinity. Facilities in this category include: <ul style="list-style-type: none"> ▪ Facilities such as oil refineries and chemical plants that manufacture, process, and/or store bulk quantities (tank capacities greater than 6,000 gallons) of hazardous materials generally for shipment elsewhere. ▪ Facilities associated with otherwise compatible land uses where hazardous materials are stored in smaller quantities primarily for on-site use (tank capacities greater than 6,000 gallons).
S4c	Critical Community Infrastructure: The damage or destruction of public infrastructure facilities which would cause significant adverse effects to public health and welfare well beyond the immediate vicinity of the facility. Among these facilities are: <ul style="list-style-type: none"> ▪ Emergency services facilities such as police and fire stations. ▪ Emergency communications facilities, power plants, and other utilities
S5	Avigation Easements: The City of Ontario shall require dedication of an avigation easement as a condition for approval of all proposed development situated off-airport within Safety Zones 1 through 4 in accordance with Policy SP1. The Safety Zones and this policy affect only the City of Ontario.

<i>Policy No.</i>	<i>Safety Zone Policies</i>
S6	<p>Safety Zone 1 (Runway Protection Zone):</p> <p>1. The developer and airport owner must coordinate with the FAA for development proposals within the RPZ (either new or reconfigured). Land uses requiring airport/FAA coordination include:</p> <ul style="list-style-type: none"> ▪ Buildings and structures ▪ Recreational uses (e.g., golf courses, sports fields, amusement parks, other places of public assembly) ▪ Transportation facilities (e.g., rail, public roads/highways, vehicular parking) ▪ Fuel storage facilities (above and below ground) ▪ Hazardous material storage (above and below ground) ▪ Wastewater treatment facilities ▪ Above ground utility infrastructure (e.g., electrical substations), including any type of solar panel installations <p>2. The following uses shall be prohibited within Safety Zone 1(RPZ):</p> <ul style="list-style-type: none"> ▪ All structures except ones with location set by aeronautical function ▪ All assemblages of people (more than one) ▪ Hazards to flight such as: <ul style="list-style-type: none"> ○ Objects exceeding 14 CFR Part 77 height limits ○ Visual hazards including but not limited to lights, sources of glare, and sources of dust, steam or smoke ○ Electronic hazards including but not limited to ones that may cause interference with aircraft communications or navigation ○ Land uses and features that attract hazardous wildlife (i.e., Birds) including but not limited to aboveground stormwater facilities, open ponds, and landscaping that provides a food source, shelter or roosting
S7	<p>Open Land: In the event that a light aircraft is forced to land away from an airport, the risks to the people on board and on the ground can be best minimized by providing as much open land area as possible within the airport vicinity. This concept is based upon the fact that the majority of light aircraft accidents that occur away from an airport runway are controlled emergency landings in which the pilot has reasonable opportunity to guide the aircraft and select the landing site. Open land provides opportunities for a controlled landing in the event of an emergency. A percentage of Open land is required for all Safety Zones and are outlined in Table L-1: CNO ALUCP Compatibility Criteria Matrix.</p>
S7a	<p>Open Land Required Dimensions: Open land shall have minimum dimension of at least 75 feet wide by 300 feet long (approximately 0.5-acre in size).</p>

Policy No.	Safety Zone Policies
S7b	<p>Open Land Criteria:</p> <ol style="list-style-type: none"> Open land shall be free of most structures and other major obstacles such as walls, large trees, (greater than 4 inches in diameter, measured 4 feet above the ground), poles, and overhead wires. Landscaping plans for open space areas should preclude large trees that would exceed the 4-inch diameter criterion at maturity. However, landscaping plans could allow for trees and shrubs that exceed 4 inches in diameter at a height of 4 feet at maturity for areas along the edge of open space areas where the vegetation abuts a wall or other similar feature, provided that the vegetation is planted within 4 feet of the wall. Roads and automobile parking lots are acceptable as open land areas if the criteria for Policies S7a and S7b are met. Policy Map L-2a: Chino Airport Open Land Streets identifies three streets that will be designed to satisfy the Open Land criteria. The streets will be 75 to 84 feet wide with no medians. Light poles and trees will be designed to maintain a clear width of about 75 feet. The light poles will be spaced 250 feet and staggered on the opposite side of the street; therefore, satisfying the 75-foot by 300-foot dimensional requirements for Open Land. A detailed review of proposed landscaping and lighting plans along Merrill Avenue within CNO Safety Zone 1 (RPZ) will be required to ensure that Zone 1 remains clear of permanent aboveground objects. Open land requirements for each Safety Zone shall be applied with respect to the entire zone. Individual parcels may be too small to accommodate the minimum size open area requirement. Consequently, the identification of open land areas shall be initially accomplished at the general plan or specific plan level or as part of large (10 acres or more) development projects. Clustering of development and providing contiguous landscaped (e.g., low-growing ground cover) and parking areas is encouraged as a means of increasing the size of open land areas. Clustering of development should be located a maximum distance from the extended runway centerline.

B. Noise. The purpose of noise compatibility policies is to avoid the establishment of noise-sensitive land uses in the portions of the CNO AIA that are exposed to significant levels of aircraft noise. For compatibility planning purposes, the noise contours reflect the County's aircraft activity forecast of 209,400 annual operations for 2025 is considered to be representative of the likely maximum number of aircraft operations that could be realized over the 20-year forecast period (2039) and are shown in **Figure L-5: Chino CNEL Contours (2025)**.



For purposes of airport land use compatibility planning, Caltrans advises that 60 dB CNEL is suitable for new residential development and other noise sensitive land uses around most airports.

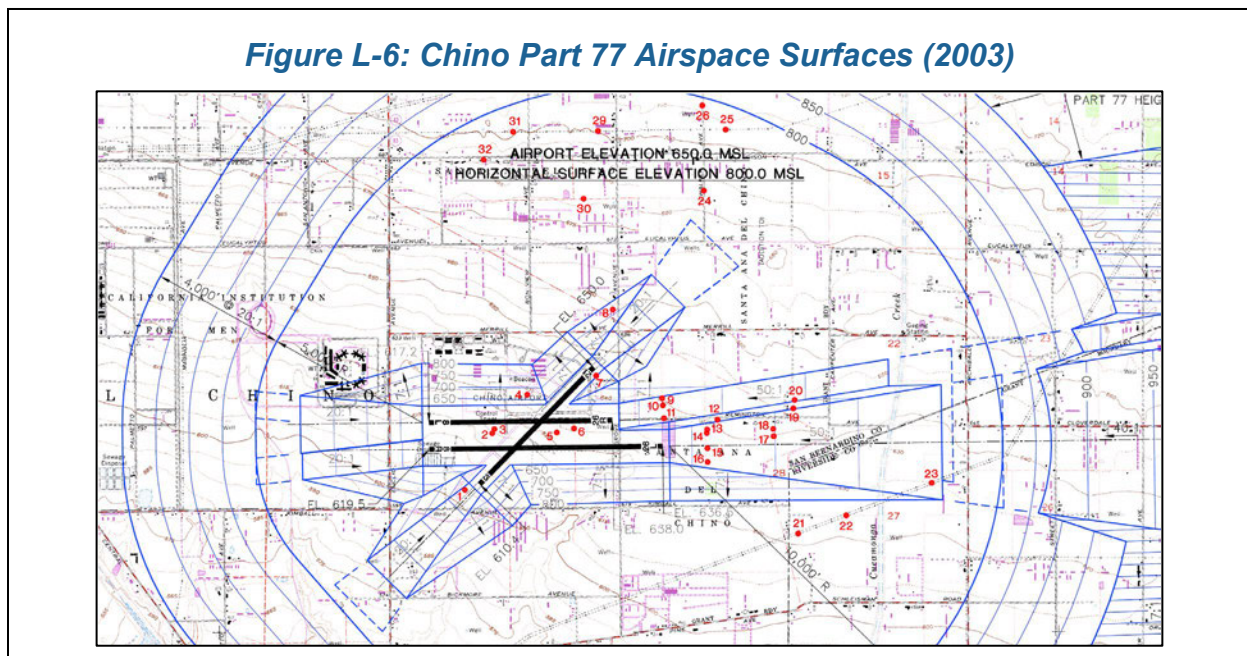
Figure L-5: Chino CNEL Contours (2025) shows that only the 55 dB CNEL contour affects lands within the City of Ontario. Since the 60 dB CNEL does not extend into the City of Ontario no significant impacts are anticipated and therefore no noise policies and criteria are included within the CNO ALUCP.

C. Airspace Protection. Airspace protection compatibility policies seek to prevent creation of land use features that can be hazards to aircraft in flight and have the potential for causing an aircraft accident to occur. Such hazards may be physical, visual, or electronic.

1. Factors in establishing Airspace Protection Zones. The principal factors considered in setting the airspace protection zones are:

a. Federal Regulations. Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace, set the requirements for notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration projects (Subpart B, Notice of Construction or Alteration) and establish standards for determining obstructions to navigable airspace (Subpart C, Obstruction Standards).

b. CNO Part 77. The 14 CFR Part 77 airspace surfaces included in the 2003 Chino Airport Layout Plan was utilized to establish the allowable heights of future uses within the vicinity of Chino airport (see, **Figure L-6: Chino Part 77 Airspace Surfaces (2003)**).



2. Factors in establishing Airspace Protection Policies. The factors considered in setting the airspace protection policies in this section are described below.

a. *Federal and State Regulations.* The airspace protection policies outlined in this section are based upon and intended to help implement the regulations enacted by the FAA and the State of California. State airspace protection standards mostly mirror those of the FAA. A key difference is that state law gives the California Department of Transportation, Division of Aeronautics and local agencies the authority to enforce the standards.

b. *Flight Hazards.* The FAA has well-defined standards by which potential hazards to flight, especially airspace obstructions, can be assessed. However, the FAA has no authority to prevent creation of such hazards. That authority rests with state and local governments. There are three categories of flight hazards: physical, visual, and electronic.

(1) *Structure Heights* — Height of structures and other objects situated near the airport are a primary determinant of physical hazards to the airport airspace.

(2) *Land Use* — Land use features that have the potential to attract birds and certain other wildlife to the airport area also need to be evaluated as a form of physical hazard.

(3) *Visual Hazards* — Visual hazards of concern include certain types of lights, sources of glare, and sources of dust, steam, thermal plumes, or smoke.

(4) *Electrical Hazards* — Electronic hazards are ones that may cause interference with aircraft communications or navigation

c. *Airspace Obstructions.* The criteria for determining the acceptability of a project with respect to height are based upon the standards set forth in: Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace, Subpart C, Obstruction Standards; the United States Standard for Terminal Instrument Procedures (TERPS); the One-Engine Inoperative (OEI) obstacle identification surface and other applicable airport design standards published by the FAA.

d. *Local Topography.* The topography underlying the airport's airspace surfaces is a significant factor in determining the allowable height of a structure. The terrain north of CNO slopes upwards towards the San Gabriel Mountains, thereby reducing the allowable heights of objects in those areas.

3. Airspace Protection Zones for CNO. The airspace protection zones depicted in **Policy Map L-3: Chino Airspace Protection Zones** were prepared for CNO in accordance with Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace.

a. *FAA Height Notification Surface.* Established in accordance with FAR Part 77, Subpart B, this airspace surface extends outward and upward at a slope of 100 to 1 for a horizontal distance of 20,000 feet from the airport runways.

b. *Airspace Obstruction Surfaces.* Includes the controlling portions of the FAR Part 77, Subpart C, extending out to a point where these surfaces terminate at the outer limits of the FAA Height Notification Surface. Objects which penetrate these surfaces are subject to airspace evaluation by the FAA. Objects which penetrate the Approach/Departure Surfaces which extend beyond the FAA Height Notification Surface require evaluation by the FAA.

c. *Allowable Heights.* To determine the allowable heights of future objects, the underlying ground elevation is compared with the elevation of the controlling portions of the FAR Part 77, TERPS, and OEI surfaces. These are depicted as color bands in **Policy Map L-3: Chino Airspace Protection Zones**, each color band represents a range of distance, measured in vertical feet, between the ground and overlying surface.

4. Airspace Protection Standards for New Development. The airspace protection compatibility of proposed land uses within the AIA of CNO shall be evaluated in accordance with the policies in this section, including the existing airspace protection surfaces depicted in **Policy Map L-3: Chino Airspace Protection Zones**.

5. Airspace Protection Policies.

<i>Policy No.</i>	<i>Airspace Protection Policies</i>
A1	FAA Height Notification Surface: Except as provided in Policy A2b, if a project contains proposed structures or other objects that would penetrate the FAA Height Notification Surface for CNO, the project proponent should submit notification of the proposal to the FAA, as required by the provisions of FAR Part 77, Subpart B, and by the California Public Utilities Code, Sections 21658 and 21659. The FAA will conduct an "aeronautical study" of the object(s) and determine whether the object(s) would be of a height that would constitute a hazard to air navigation. A copy of the completed FAR Part 77 notification form submitted to the FAA and the resulting FAA aeronautical study findings should be supplied to the City by the project proponent. The results of the FAA aeronautical study shall be utilized when conducting compatibility reviews of the proposed project. The FAA notification requirements apply to the following:
A1a	Penetrations to the FAA Height Notification Surface: With limited exceptions, the FAA requires notification for all objects which penetrate the FAA Height Notification Surface, including structures, antennas, trees, mobile objects, and temporary objects such as construction cranes.

<i>Policy No.</i>	<i>Airspace Protection Policies</i>
A1b	Structures in Excess of 200 feet: The FAA requires that it be notified about any proposal to construct or alter a structure that would be taller than 200 feet above the ground level regardless of the structure's proximity to CNO or any other airport.
A1c	FAR Part 77 Notification: FAA requires project proponents to submit notification of the proposal where required by the provisions of FAR Part 77, and by the California Public Utilities Code, Sections 21658 and 21659. Refer to the FAA notification requirements and online submittal process of Form 7460-1, Notice of Proposed Construction or Alteration.
A2	Airspace Obstruction Surfaces: Except as provided in Policy A2a, no object should have a height that would result in a penetration of the Airspace Obstruction Surface depicted for CNO. Any object that penetrates the Airspace Obstruction Surface shall satisfy the conditions set forth in Policy A2a. These requirements apply to all objects including structures, antennas, trees, mobile objects, and temporary objects such as construction cranes.
A2a	<p>Airspace Obstacle Criteria and Review Process: Except as indicated in Policy A2b, a proposed object having a height that penetrates CNO's airspace obstruction surfaces should be allowed only if all of the following apply:</p> <ol style="list-style-type: none"> 1. The FAA conducts an aeronautical study of the proposed object and determines that the object would not be a hazard to air navigation. 2. FAA or other expert analysis conducted under the auspices of the airport owner, concludes that, despite being an airspace obstruction, the object would not cause any of the following: <ul style="list-style-type: none"> ▪ An increase in the ceiling or visibility minimums of the airport for an existing or planned instrument procedure (a planned procedure is one that is formally on file with the FAA); ▪ A reduction of the established operational efficiency and capacity of the airport, such as by causing the usable length of the runway to be reduced; or ▪ A conflict with the visual flight rules (VFR) airspace used for the airport traffic pattern or en route navigation to and from the airport. 3. Marking and lighting of the object will be installed as directed by the FAA aeronautical study or the California Division of Aeronautics and in a manner consistent with FAA standards in effect at the time the construction is proposed (Advisory Circular 70/7460-1J, Obstruction Marking and Lighting, or any later guidance). 4. An aviation easement is dedicated to the owner of the airport. 5. The proposed project complies with all policies of the CNO ALUCP.

<i>Policy No.</i>	<i>Airspace Protection Policies</i>
A3	<p>Flight Hazards: Land uses that may cause visual, electronic, or wildlife hazards, particularly bird strike hazards, to aircraft in flight or taking off or landing at the airport should be prohibited within the AIA consistent with FAA rules and regulations. To resolve any uncertainties with regard to the significance of flight hazards, local agencies should consult with the FAA, California Division of Aeronautics, and/or CNO officials. Specific characteristics to be avoided include:</p> <ol style="list-style-type: none"> 1. Sources of glare (such as from mirrored or other highly reflective buildings or building features) or bright lights (including search lights and laser light displays). 2. Distracting lights that could be mistaken for airport lights. 3. Sources of dust, steam, or smoke that may impair pilots' vision. 4. Sources of steam or other emissions that cause thermal plumes or other forms of unstable air. 5. Sources of electrical interference with aircraft communications or navigation. 6. Any proposed use that creates an increased attraction for wildlife and that is inconsistent with FAA rules and regulations including, but not limited to FAA Advisory Circulars 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports and 150/5200-34A, Construction or Establishment of Landfills near Public Airports. Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds which pose bird strike hazards to aircraft in flight.
A4	<p>Avigation Easements: An avigation easement shall be required as a condition of approval for proposed development that penetrates the Airspace Obstruction Surfaces (see Policy A2a).</p>
A5	<p>Hazardous Wildlife Attractants on or Near Airports: Wildlife can pose hazards to aircraft operations; collisions or "strikes" with wildlife can cause damage to or destroy aircraft and result in injuries or fatalities to air travelers and those on the ground. FAA strike records indicate that most wildlife strikes occur in the immediate airport vicinity during aircraft approach or departure at altitudes of less than 3,500 feet above ground level (AGL).</p>
A5a	<p>Caltrans Guidance: Caltrans completed a Wildlife Hazard Assessment at CNO in 2014. Wildlife attractants identified in the airport vicinity included open water basins, golf courses, and agricultural operations. Hazardous wildlife identified on and near the airport included: raptors, ground squirrels (because they attract raptors), gulls, blackbirds and starlings, coyotes, crows, doves and pigeons, waterfowl, and shorebirds. To prevent the creation of new habitat within on or near CNO, new development shall be subject to the following:</p> <ol style="list-style-type: none"> 1. A Qualified Airport Wildlife Biologist (QAWB) shall review landscaping plans to ensure that the proposed materials will not provide food, nesting opportunities, shelter, or roosting opportunities for potentially hazardous wildlife. 2. A QAWB shall review proposed construction plans for their potential to create temporary or permanent wildlife attractants.

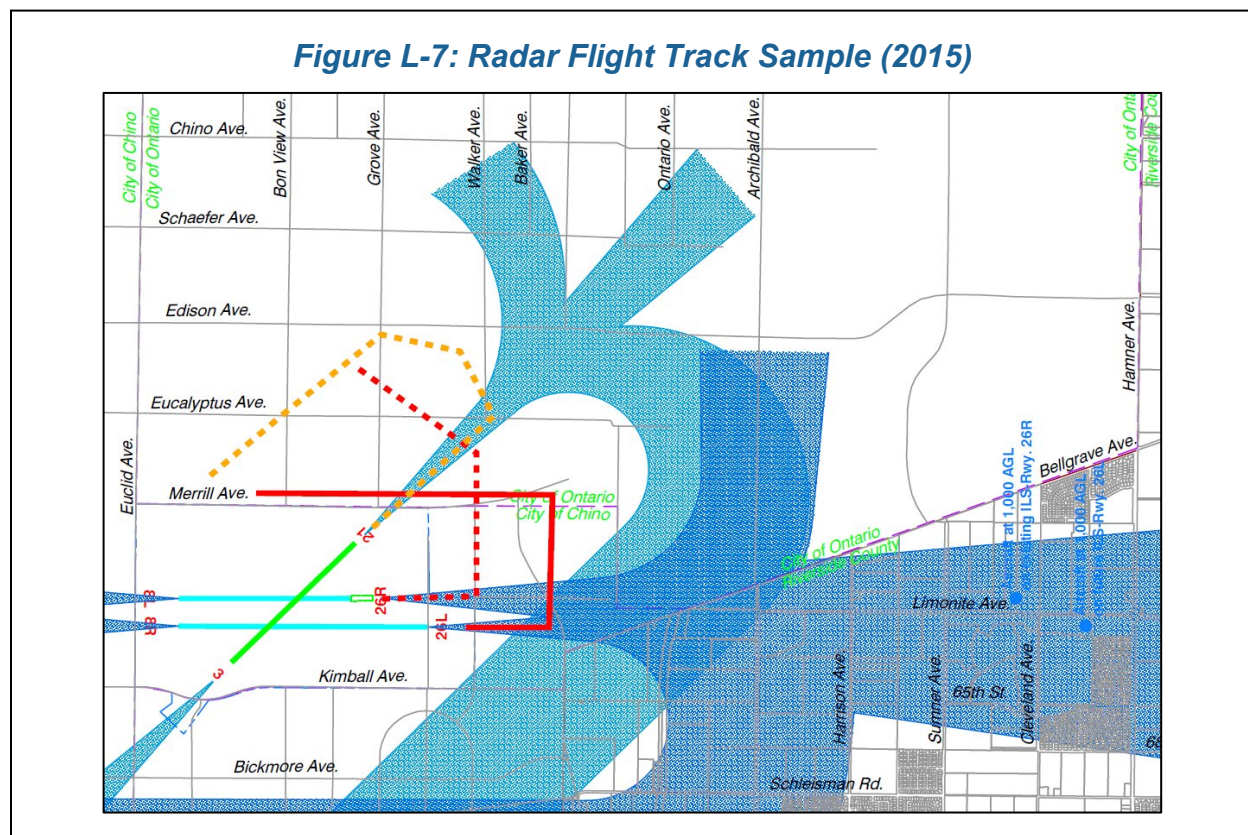
<i>Policy No.</i>	<i>Airspace Protection Policies</i>
A5b	<p>Federal Guidance: Consistent with state and federal guidance, any proposed land use that creates an increased attraction for wildlife and that is inconsistent with FAA rules and regulations, including but not limited to FAA AC 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports, and 150/5200-34A, Construction or Establishment of Landfills near Public Airports, should be avoided within the “critical zones”. For CNO, the critical zone extends 10,000 feet beyond aircraft movement areas and 5 miles from the approach/departure surfaces. The following is list of land uses known to attract potentially hazardous wildlife within critical zones and should be avoided:</p> <ul style="list-style-type: none"> ▪ Landfills and waste management facilities (see also AC 150/5200-34A, Construction or Establishment of Landfills near Public Airports) ▪ Stormwater management facilities that create open water ▪ Wastewater treatment facilities ▪ Wetlands and wetland mitigation sites ▪ Agricultural/aquacultural operations ▪ Parks and golf courses ▪ Resource mitigation sites <p>If land uses that are known to attract potentially hazardous wildlife are allowed within the airport influence area by right, the land use and its features should be modified to reduce wildlife hazards or mitigate known hazards. Sample mitigation/design measures include those associated with stormwater management facilities and landscape design.</p>
A5c	<p>Stormwater Management Facilities: The FAA identifies stormwater management facilities as one of the greatest attractants to hazardous wildlife. Many species are attracted to open water features and associated vegetation that offers water, food, and shelter. New stormwater management facilities located within the AIA should be designed to avoid the creation of open water and habitat and incorporate the following criteria:</p> <ol style="list-style-type: none"> 1. New detention basins should be designed to drain completely within a maximum 48-hour period following design storm event and remain totally dry between storm events. 2. Exposed surface water features should include one of the recommended design measures: <ul style="list-style-type: none"> ▪ Floating covers, bird balls, netting, or overhead wires should be installed to deter wildlife. The deterrent should be selected based on pond size and the type of species to be discouraged; ▪ Steep-sided, rip-rap lined, narrow, linearly shaped water detention basin (i.e., 1:1 slopes) should be provided; and ▪ Vegetation should not be provided because it can provide food or cover for hazardous wildlife. 3. Stormwater management plans located within the CNO AIA shall be reviewed by an FAA-qualified Airport Wildlife Biologist. 4. Landscape designs for proposed projects located in the CNO AIA should be reviewed by an FAA-qualified Airport Wildlife Biologist.

D. Overflight. Noise from individual aircraft operations, especially by comparatively loud aircraft, can be intrusive and annoying in locations beyond the limits of the noise impacts. Sensitivity to aircraft overflights varies from one person to another. The purpose of overflight compatibility policies is to help notify people about the presence of overflights near airports so that they can make more informed decisions regarding acquisition or lease of property in the affected areas.

1. Factors Considered in Establishing Overflight Zones.

a. *State Law.* State statutes (BPC Section 11010 and CC Sections 1102.6, 1103.4, and 1353) define an AIA as “the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.”

b. *Measures of Overflight Exposure.* The loudness of individual aircraft noise events is a key determinant of where airport proximity and aircraft overflight notification are warranted. The FAA has determined that overflight exposure is not significant where aircraft are flying at an altitude of 3,000 feet or more above ground level. **Figure L-7** presents the primary aircraft traffic patterns in blue, based on published airport information. The red and orange lines represent flight patterns captured by radar data from November 2015. On this particular day, aircraft were practicing touch-and-goes (closed loop patterns) from Runway 26R, 26L and Runway 21. Safety Zone 4 encompasses areas where aircraft make a turn from base to final when landing on Runway 21. Also, Safety Zone 6 is routinely overflown by aircraft.



2. Factors Considered in Setting Overflight Compatibility Criteria.

a. *Limitations of Local Agency Authority over Existing Uses.* To be most effective, overflight policies should apply to transactions involving existing land uses, not just future development. However, local agencies have little authority to set requirements for existing development. The intent of this policy is to define, on an advisory basis, the boundaries within which required real estate transfer disclosure under state law is appropriate. Implementing the real estate transaction disclosure requirement is the responsibility of the property owner and real estate agent. The local agency is responsible only for providing a map to a property owner or real estate agent that defines the areas within which the real estate disclosure requirement should be applied.

b. *Limitations of California Real Estate Transaction Disclosure Law.* State law applies to existing development, but not to all transactions. Specifically, California state statutes (BPC Section 11010 and CC Sections 1102.6, 1103.4, and 1353) require that, as part of many residential real estate transactions, information be disclosed regarding whether the property is situated within an AIA. The Business and Professions Code applies the disclosure requirement to the sale or lease of newly subdivided lands and condominium conversions and to the sale of certain existing residential property. The Civil Code applies the disclosure requirement to existing residential property transfers only when certain natural conditions (earthquake, fire, or flood hazards) warrant disclosure.

c. *Need for Continuity of Notification to Future Property Owners and Tenants.* To the extent that this Compatibility Plan sets notification requirements for new development, the policy should ensure that the notification runs with the land and is provided to prospective future owners and tenants.

d. *Inappropriateness of Avigation Easement Dedication Solely for Buyer Awareness Purposes.* Avigation easements involve conveyance of property rights from the property owner to the party owning the easement and are thus best suited to locations where land use restrictions for safety or airspace protection purposes are necessary.

3. Overflight Notification Zones for CNO. The boundaries of the overflight notification zones around CNO are shown on **Policy Map L-4: Chino Overflight Notification Zones** and include:

a. *Avigation Easement Dedication.* The boundary identifies the high-risk, and critical airspace protection areas of CNO. Although not strictly an overflight notification boundary, the Avigation Easement Dedication boundary is established in accordance with Policy SP1 and reflected on **Policy Map L-4**.

b. *Recorded Overflight Notification.* The boundary identifies the primary

overflight area for the airport. The policy boundary matches Safety Zone 6 depicted on Policy Map L-4.

c. *Real Estate Transaction Disclosure.* The boundary reflects the CNO AIA and matches the outer boundary of the FAR Part 77 conical surface of the airport.

4. Overflight Policies. Unlike the function of safety and airspace protection compatibility policies, the overflight compatibility policies set forth in this section do not restrict the manner in which land can be developed or used. The policies in this section serve only to establish the language and recommended geographic coverage for notification about airport proximity and aircraft overflights for new development and with certain real estate transactions involving existing development.

Policy No.	Airspace Protection Policies
O1	Recorded Overflight Notification: The City of Ontario shall require the recording of an overflight notification running with the land as a condition for approval of new residential development that falls within Safety Zone 6, as depicted in Policy Map L-4. Other conditions include:
O1a	Notification Language: The overflight notification should contain language dictated by state law with regard to real estate transaction disclosure (see Policy O2a).
O1b	Property Deed Recording: The overflight notification should be evident to future purchasers of the property by appearing on the property deed.
O1c	Avigation Easement Exception: A separate recorded overflight notification is not required where an avigation easement is provided in accordance with Policy SP1.
O1d	Nonresidential Exception: Recording of an overflight notification is not required for nonresidential development unless the project is a mixed-use development containing residential uses on the same property.
O2	Real Estate Transaction Disclosure: Airport proximity disclosure information should be provided in accordance with state law (Business and Professions Code Section 11010 and Civil Code Sections 1102.6, 1103.4, and 1353. See Section 6.4.4 (b) and Appendix A for information on these laws.
O2a	Disclosure Language: State Law provides the following disclosure language: NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.
O2b	Airport Influence Area: The airport proximity disclosure is required within AIA as identified on Policy Map L-4.

E. Special Compatibility Policies. These policies are intended to address unique land use concerns.

<i>Policy No.</i>	<i>Special Compatibility Policies</i>
SP1	Avigation Easement Dedication: An avigation easement should be dedicated to the owner/operator of CNO for new development as specified in Policies SP1a and SP1b.
SP1a	<p>Avigation Easement Dedication Requirements: Within portions of the AIA inside the City of Ontario, avigation easement dedication shall be required for new development requiring discretionary as described below. Policy Map L-4 depicts the locations where an avigation easement dedication would be appropriate.</p> <ol style="list-style-type: none"> 1. Safety Zones: All new development within Safety Zones 1, through 4 as depicted on Policy Map L-2.
SP1b	<p>Avigation Easement Purpose: The avigation easement should do the following:</p> <ol style="list-style-type: none"> 1. Right of Flight: Provide the right of flight in the airspace above the property. 2. Noise Impacts: Allow the generation of noise and other impacts associated with aircraft overflight. 3. Physical Hazards: Restrict the height of structures, trees and other objects in accordance with the policies in Section L.01.003.C and the airspace protection surfaces depicted on Policy Map L-2. 4. Obstruction Marking: Permit access to the property, with appropriate advance notice, for the removal or aeronautical marking of objects exceeding the established height limit. 5. Other Airspace Hazards: Prohibit electrical interference, glare, and other potential hazards to flight from being created on the property.
SP2	Nonconforming Uses: The policies within the CNO ALUCP do not apply to existing land uses even if those uses are not in conformance with the compatibility criteria set forth in this Compatibility Plan. However, proposed changes to existing uses that would change or result in increased nonconformity with the compatibility criteria are subject to the provisions of the ALUCP. Specifically, proposed changes to existing nonconforming uses (including a parcel or building) are limited as follows:
SP2a	Residential uses: A nonconforming residential land use may be continued, sold, leased, or rented without restriction or review.
SP2b	<p>Nonconforming Single-family: A nonconforming single-family dwelling may be maintained, remodeled, reconstructed or expanded in size. The lot line of an existing single-family residential parcel may be adjusted. Also, a new single-family residence may be constructed on an existing lot. The above noted property improvements may occur if improvements do not increase the number of units and lot line adjustments do not result in allowing for additional dwelling units. Examples include:</p> <ol style="list-style-type: none"> 1. Any remodeling, reconstruction, or expansion must not increase the number of dwelling units. For example, a bedroom could be added to an existing residence, but an additional dwelling unit could not be built on the parcel unless that unit is a secondary dwelling unit as defined by state and local laws. 2. A single-family residential parcel may not be divided for the purpose of allowing additional dwellings to be constructed.
SP2c	Nonconforming Multi-family (> 8 du/ac): Nonconforming multi-family residential dwelling units may be maintained, remodeled, or reconstructed. The size of individual dwelling units may be increased, but additional dwelling units may not be added.

<i>Policy No.</i>	<i>Special Compatibility Policies</i>
SP2d	<p>Nonresidential uses: A nonconforming, nonresidential use may be continued, sold, leased, or rented without restriction or review. Nonconforming, nonresidential facilities may be maintained, altered, or, if required by state law, reconstructed. However, any such work:</p> <ol style="list-style-type: none"> 1. Should not result in expansion of either the portion of the site devoted to the nonconforming use or the floor area of the buildings; and 2. Should not result in an increase in the usage intensity (the number of people per acre) above the levels existing at the time of approval of the CNO ALUCP.
SP2e	<p>Schools: Children’s schools (including grades K-12, day care centers with more than 14 children, and school libraries) may be continued, reconstructed (see Policy SP5), expanded with the following restrictions per State Law:</p> <ol style="list-style-type: none"> 1. Land acquisition for new schools or expansion of existing schools is not permitted in any safety zone. 2. Replacement or expansion of buildings at existing schools is also not allowed in any safety zone. This limitation does not preclude work required for normal maintenance or repair.
SP3	<p>Reconstruction of Nonconforming Uses: An existing nonconforming building, structure, or use that has been partially or completely destroyed as the result of a fire, flood or natural disaster may be rebuilt under the conditions listed in Policies SP3a through SP3c so long as it does not violate local ordinances. The requirements listed in this policy do not restrict normal maintenance and repairs.</p>
SP3a	<p>Residential: Nonconforming residential uses may be rebuilt provided that the reconstruction does not result in more dwelling units than existed on the parcel at the time of the damage. Addition of a secondary dwelling unit to a single-family residence is permitted if in accordance with state law and local zoning regulations.</p>
SP3b	<p>Nonresidential: A nonconforming nonresidential development may be rebuilt provided that the reconstruction does not increase the floor area of the previous structure or result in an increased intensity of use (i.e., more people per acre).</p>
SP3c	<p>Reconstruction Requirements: The reconstruction of nonconforming uses listed in Policies SP3a and SP3b should comply with the following requirements:</p> <ol style="list-style-type: none"> 1. A permit to rebuild the structure should be obtained by the local agency within twenty-four (24) months of the date the damage occurred. 2. The property should be required to dedicate an avigation easement to the airport owner, if required under Policy SP1. 3. The new structure should comply with FAR Part 77, TERPS, and applicable airport obstruction clearance standards published by the FAA.

L.01.005: Evaluating Land Use Consistency

A. Evaluating Compatibility of Proposed Development. The compatibility of proposed projects within the CNO AIA shall be evaluated in accordance with the specific safety, airspace protection, overflight policies, and special compatibility policies set forth in Section L.01.003 including the criteria listed in **Table L-1: CNO ALUCP Compatibility Criteria Matrix** and **Table L-2: Safety Zones Compatibility Criteria**, and **Policy Maps L-1 through L-4**.

B. Evaluation Tools.

1. Safety Zone Criteria Table. **Table L-2** list general land use categories and indicate each use as being either “normally compatible,” “conditionally compatible,” or “incompatible” depending upon the safety zone in which it is located. When evaluating a proposed development, each land use component of a project shall be evaluated as separate developments and must meet the criteria for the respective land use category.

2. Evaluation Considerations.

a. Land uses not specifically listed in **Table L-2** shall be evaluated using the criteria for similar listed uses.

b. Multiple land use categories and the compatibility criteria associated with them may apply to a single project (e.g., mixed-use developments). Each land use component shall individually satisfy the criteria for the respective land use category in Table L-2.

3. Land Use Compatibility Determinations.

a. *Normally Compatible.* Normally Compatible means that common examples of the use are compatible with the airport; uncommon examples of the use may require review to ensure compliance with compatibility criteria.

b. *Conditionally Compatible.* Conditionally Compatible means that the use is compatible if the listed conditions are met.

c. *Incompatible.* Incompatible means that the use should not be permitted under any circumstances.

L.01.006: Criteria Tables and Policy Maps

A. Criteria Tables. The compatibility tables at the end of this chapter provide the following information:

1. Table L-1: CNO ALUCP Compatibility Criteria Matrix. The Compatibility Criteria table provides a comprehensive list of open land percentages, people per acre limits and other relevant criteria summarized for each safety zone.

2. Table L-2: Safety Zones Compatibility Criteria. The safety criteria table provides a list of land use categories and identifies the acceptability of specific land uses within each of the five safety zones. Intensity limits for nonresidential uses (i.e., maximum number of people per acre) and other safety considerations within each safety zone are also noted.

B. Policy Map L-1 (Chino Airport Influence Area). The AIA boundary encompasses the geographic extents of all the compatibility factors: safety, noise, airspace protection, and overflight.

C. Policy Map L-2 (Chino Airport Safety Zones). This policy map displays a single set of safety zones reflecting the existing runway configurations. The safety zones for are based upon the generic safety zones provided in the California Airport Land Use Planning Handbook.

D. Policy Map L-2a (Chino Airport Open Land Streets). This policy map identifies three streets that will be designed to satisfy the Open Land criteria.

E. Policy Map L-3 (Chino Airspace Protection Zones). The airspace protection zones are prepared in accordance with Federal Aviation Regulation Part 77, the United States Standard for Terminal Instrument Procedures (TERPS), and applicable obstruction clearance standards published by the Federal Aviation Administration. The airspace surfaces reflect the existing runway configurations.

F. Policy Map L-4 (Chino Overflight Notification Zones). This policy map identifies the overflight notification zones. The overflight notification zones also encompass the areas underlying the airport's critical airspace surfaces.

Table L-1: CNO ALUCP Compatibility Criteria Matrix					
<i>Safety Zones</i>	<i>Residential Density Limits</i>	<i>Non-Residential Intensity Limits (People per acre)</i>	<i>Open Land Requirement for Entire Zone</i>	<i>Other Criteria</i>	<i>Boundary Determinations</i>
Zone 1 Runway Protection Zone	0	0	All Remaining	Avigation Easement and Airspace Review Required	RPZ
Zone 2 Inner Approach/Departure Zone	0	60 (avg.) 120 (single acre)	25%; preserve open land nearest runway end	Avigation Easement and Airspace Review Required	Safety Zone 2
Zone 3 Inner Turning Zone	1 dwelling unit per 2-acre lot	100 (avg.) 300 (single acre)	15%; preserve open land along extended runway centerline	Avigation Easement and Airspace Review Required	Safety Zone 3
Zone 4 Outer Approach/Departure Zone	2 dwelling units per 2-acre lot	150 (avg.) 450 (single acre)	15%; preserve open land along extended runway centerline	Avigation Easement and Airspace Review Required	Safety Zone 4
Zone 6 Traffic Pattern Zone	No Limit	300 (avg.) 1,200 (single acre)	10%; preserve open land every 1/4 to 1/2 mile	Deed Notice and Airspace Review Required	Safety Zone 6

Table L-2: Safety Zones Compatibility Criteria

Legend: Land Use Compatibility (A detailed explanation of each land use acceptability category is provided at the end of this table)						
Normally Compatible Land Use		Conditional Land Use (FAR)			Incompatible Land Use	
<ul style="list-style-type: none"> A yellow cell indicates a use that is conditionally compatible provided it satisfies the maximum intensity limits and/or other listed conditions. Numbers in yellow cells indicate the Floor Area Ratio (FAR) limit for the use. The FAR limit is based on the common occupancy load factor [approx. number of square feet per person] indicated for that use. The FAR and/or the common occupancy load factors can be used to calculate the intensity (number of people per acre) of the proposed development. Up to 10% of the total FAR of a building may be devoted to an ancillary use and excluded from the single-acre intensity calculations, but not the average sitewide intensity limits. 						
Land Use Category ¹ <i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>	Compatibility Zone ²					Criteria for Conditional Uses <i>Note: The numbers below indicate zone in which condition applies.</i>
	1	2	3	4	6	
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Outdoor Uses (limited or no activities in buildings)						
Natural Land Areas: desert, brush lands ³	Yellow	Green	Green	Green	Green	1: Avoid new features that attract birds; vegetation must be clear of airspace surfaces
Water: flood plains, stormwater facilities, wetlands, lakes, reservoirs ³	Yellow	Yellow	Yellow	Yellow	Yellow	1-6: Avoid new features that attract birds
Agriculture (except residences and livestock): crops, orchards, vineyards, pasture, range land ³	Yellow	Yellow	Yellow	Yellow	Yellow	1-6: Avoid new features that attract birds
Livestock Uses: feed lots, stockyards, breeding, fish hatcheries, horse stables ³	Red	Yellow	Yellow	Yellow	Yellow	2-6: Avoid new features that attract birds
Outdoor Major/Large Assembly Facilities: ⁴ spectator-oriented outdoor stadiums, amphitheaters, fairgrounds, race tracks, water parks, zoos	Red	Red	Red	Red	Yellow	6: Allowed if intensity criteria met
Outdoor Group Recreation (limited spectator stands): athletic fields, water recreation facilities, picnic areas	Red	Red	Red	Yellow	Yellow	4, 6: Allowed only if site outside zone would not serve intended function
Outdoor Small/Non-Group Recreation: golf courses, tennis courts, shooting ranges ³	Red	Red	Yellow	Yellow	Yellow	3-6: Allowed if intensity criteria met
Local Parks: children-oriented neighborhood parks, playgrounds	Red	Red	Red	Red	Yellow	6: Allowed if intensity criteria met
Camping: campgrounds, recreational vehicle/ motor home parks	Red	Red	Yellow	Yellow	Yellow	3-6: Allowed only if intensity criteria met
Cemeteries (except chapels)	Red	Green	Green	Green	Green	

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Land Use Category ¹ <i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>	Compatibility Zone ²					Criteria for Conditional Uses <i>Note: The numbers below indicate zone in which condition applies.</i>
	1	2	3	4	6	
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Residential and Lodging Uses						
Residential: individual dwellings, townhouses, mobile homes, apartments, condominiums, bed & breakfast inns ⁵						3, 4: 1 du/2-acre lots (avg. density); 4 du/single-acre; locate dwelling max. distance from extended runway centerline where feasible
Long-Term Lodging (>30 nights): extended-stay hotels, dormitories						
Short-Term Lodging (≤ 30 nights): hotels, motels, other transient lodging (except conference/assembly facilities) [approx. 200 s.f./person]				0.69		4: FAR limits as indicated
Congregate Care: retirement homes, assisted living, nursing homes, intermediate care facilities						6: Allowed only if site outside zone would not serve intended function
Educational and Institutional Uses						
Family day care homes (≤14 children) ⁵						
Children's Schools: K-12, day care centers (>14 children); school libraries						6: Subject to approval by Caltrans Division of Aeronautics
Adult Education classroom space: adult schools, colleges, universities [approx. 40 s.f./person]			0.09	0.14	0.28	3-6: FAR limits as indicated; also see individual components of campus facilities (e.g., assembly facilities, offices, gymnasiums)
Community Libraries [approx. 100 s.f./person]			0.23	0.34	0.69	3-6: FAR limits as indicated
Major Indoor Assembly Facilities ⁴ : auditoriums, conference centers, concert halls, arenas						

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Normally Compatible Land Use		Conditional Land Use (FAR)			Incompatible Land Use	
<ul style="list-style-type: none"> A yellow cell indicates a use that is conditionally compatible provided it satisfies the maximum intensity limits and/or other listed conditions. Numbers in yellow cells indicate the Floor Area Ratio (FAR) limit for the use. The FAR limit is based on the common occupancy load factor [approx. number of square feet per person] indicated for that use. The FAR and/or the common occupancy load factors can be used to calculate the intensity (number of people per acre) of the proposed development. Up to 10% of the total FAR of a building may be devoted to an ancillary use and excluded from the single-acre intensity calculations, but not the average sitewide intensity limits. 						
Land Use Category ¹	Compatibility Zone ²					Criteria for Conditional Uses
	1	2	3	4	6	
<i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>						<i>Note: The numbers below indicate zone in which condition applies.</i>
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Large Indoor Assembly Facilities ⁴ : movie theaters, places of worship, cemetery chapels, mortuaries [approx. 15 s.f./person]			0.03	0.05	0.10	3-6: FAR limits as indicated
Indoor Recreation: gymnasiums, club houses, athletic clubs, dance studios [approx. 60 s.f./person]			0.14	0.21	0.41	3-6: FAR limits as indicated
In-Patient Medical: hospitals, mental hospitals						6: Allowed only if site outside zone would not serve intended function
Out-Patient Medical: health care centers, clinics [approx. 240 s.f./person]			0.55	0.83		3, 4: FAR limits as indicated
Penal Institutions: prisons, reformatories						6: Allowed only if site outside zone would not serve intended function
Public Safety Facilities: police, fire stations						3, 4: Allowed only if site outside zone would not serve intended public function
Commercial, Office, and Service Uses						
Major Retail: regional shopping centers, 'big box' retail [approx. 110 s.f./person]			0.25	0.38	0.76	3-6: FAR limits as indicated; evaluate eating/ drinking areas separately if >10% of total floor area
Local Retail: community/neighborhood shopping centers, grocery stores [approx. 170 s.f./person]			0.39	0.59		3, 4: FAR limits as indicated; evaluate eating/ drinking areas separately if >10% of total floor area
Eating/Drinking Establishments: restaurants, fast-food dining, bars [approx. 60 s.f./person]			0.14	0.21	0.41	3-5: FAR limits as indicated
Limited Retail/Wholesale: furniture, automobiles, heavy equipment, lumber yards, nurseries [approx. 250 s.f./person]		0.34	0.57			2, 3: FAR limits as indicated; design site to place parking inside and buildings outside of zone if possible

Table L-2: Safety Zones Compatibility Criteria

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Normally Compatible Land Use		Conditional Land Use (FAR)			Incompatible Land Use	
<ul style="list-style-type: none"> A yellow cell indicates a use that is conditionally compatible provided it satisfies the maximum intensity limits and/or other listed conditions. Numbers in yellow cells indicate the Floor Area Ratio (FAR) limit for the use. The FAR limit is based on the common occupancy load factor [approx. number of square feet per person] indicated for that use. The FAR and/or the common occupancy load factors can be used to calculate the intensity (number of people per acre) of the proposed development. Up to 10% of the total FAR of a building may be devoted to an ancillary use and excluded from the single-acre intensity calculations, but not the average sitewide intensity limits. 						
Land Use Category ¹ <i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>	Compatibility Zone ²					Criteria for Conditional Uses <i>Note: The numbers below indicate zone in which condition applies.</i>
	1	2	3	4	6	
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Offices: professional services, doctors, finance, civic; radio, television & recording studios, office space associated with other listed uses <i>[approx. 215 s.f./person]</i>		0.30	0.49	0.74		2-4: FAR limits as indicated
Personal & Miscellaneous Services: barbers, car washes, print shops <i>[approx. 200 s.f./person]</i>		0.28	0.46	0.69		2-4: FAR limits as indicated
Vehicle Fueling: gas stations, trucking & transportation terminals						
Industrial, Manufacturing, and Storage Uses						
Hazardous Materials Production: oil refineries, chemical plants (≥ 6,000 gallons)						
Heavy Industrial						4: Avoid bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft
Light Industrial, High Intensity: food products preparation, electronic equipment <i>[approx. 200 s.f./person]</i>		0.28	0.46	0.69		2-4: FAR limits as indicated; avoid bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft
Light Industrial, Low Intensity: machine shops, wood products, auto repair <i>[approx. 350 s.f./person]</i>		0.48	0.80	1.21		2-4: FAR limits as indicated; avoid bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft

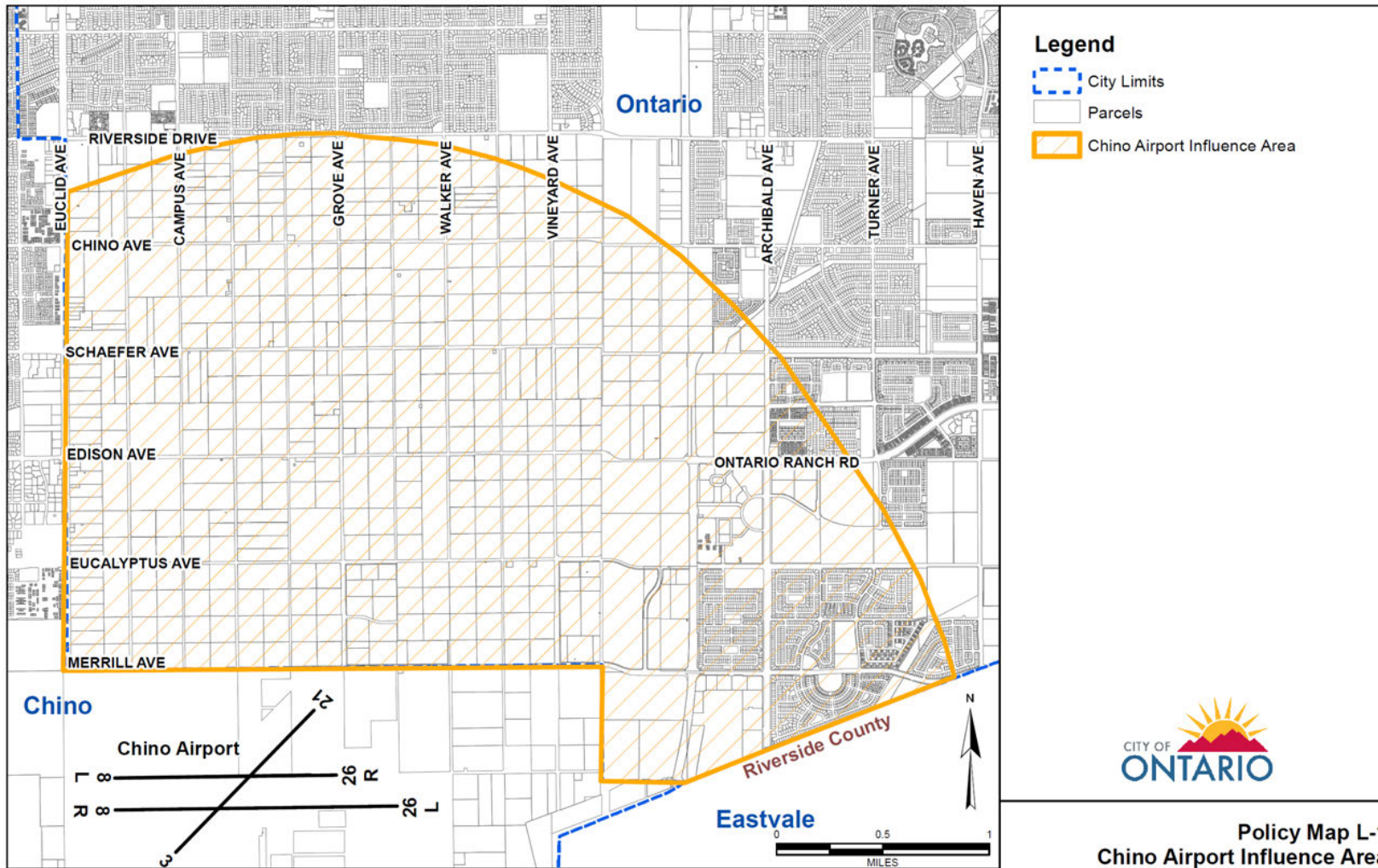
Table L-2: Safety Zones Compatibility Criteria

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Normally Compatible Land Use		Conditional Land Use (FAR)			Incompatible Land Use	
<ul style="list-style-type: none"> A yellow cell indicates a use that is conditionally compatible provided it satisfies the maximum intensity limits and/or other listed conditions. Numbers in yellow cells indicate the Floor Area Ratio (FAR) limit for the use. The FAR limit is based on the common occupancy load factor [approx. number of square feet per person] indicated for that use. The FAR and/or the common occupancy load factors can be used to calculate the intensity (number of people per acre) of the proposed development. Up to 10% of the total FAR of a building may be devoted to an ancillary use and excluded from the single-acre intensity calculations, but not the average sitewide intensity limits. 						
Land Use Category ¹	Compatibility Zone ²					Criteria for Conditional Uses
	1	2	3	4	6	
<i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>						<i>Note: The numbers below indicate zone in which condition applies.</i>
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Research & Development [approx. 300 s.f./person]			0.69	1.03		3-4: FAR limits as indicated; avoid bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft
Indoor Storage: wholesale sales, warehouses, mini/other indoor storage, barns, greenhouses [approx. 1,000 s.f./person]						2: Single story only; max. 10% in mezzanine
Outdoor Storage: public works yards, automobile dismantling						
Mining & Extraction ⁶						
Transportation, Communication, and Utilities						
Airport Terminals: airline, general aviation						
Rail & Bus Stations						2: Allowed only if site outside zone would not serve intended public function
Transportation Routes: road & rail rights-of-way, bus stops ³						1: Avoid new features that create airspace obstructions
Auto Parking: surface lots, structures ³						1: Avoid new features that create airspace obstructions
Communications Facilities: emergency communications, broadcast & cell towers ⁷						4, 6: Allowed only if site outside zone would not serve intended public function; not allowed within ½ mile of runway
Power Plants ⁷						4, 6: Primary plants not allowed; peaker plants only

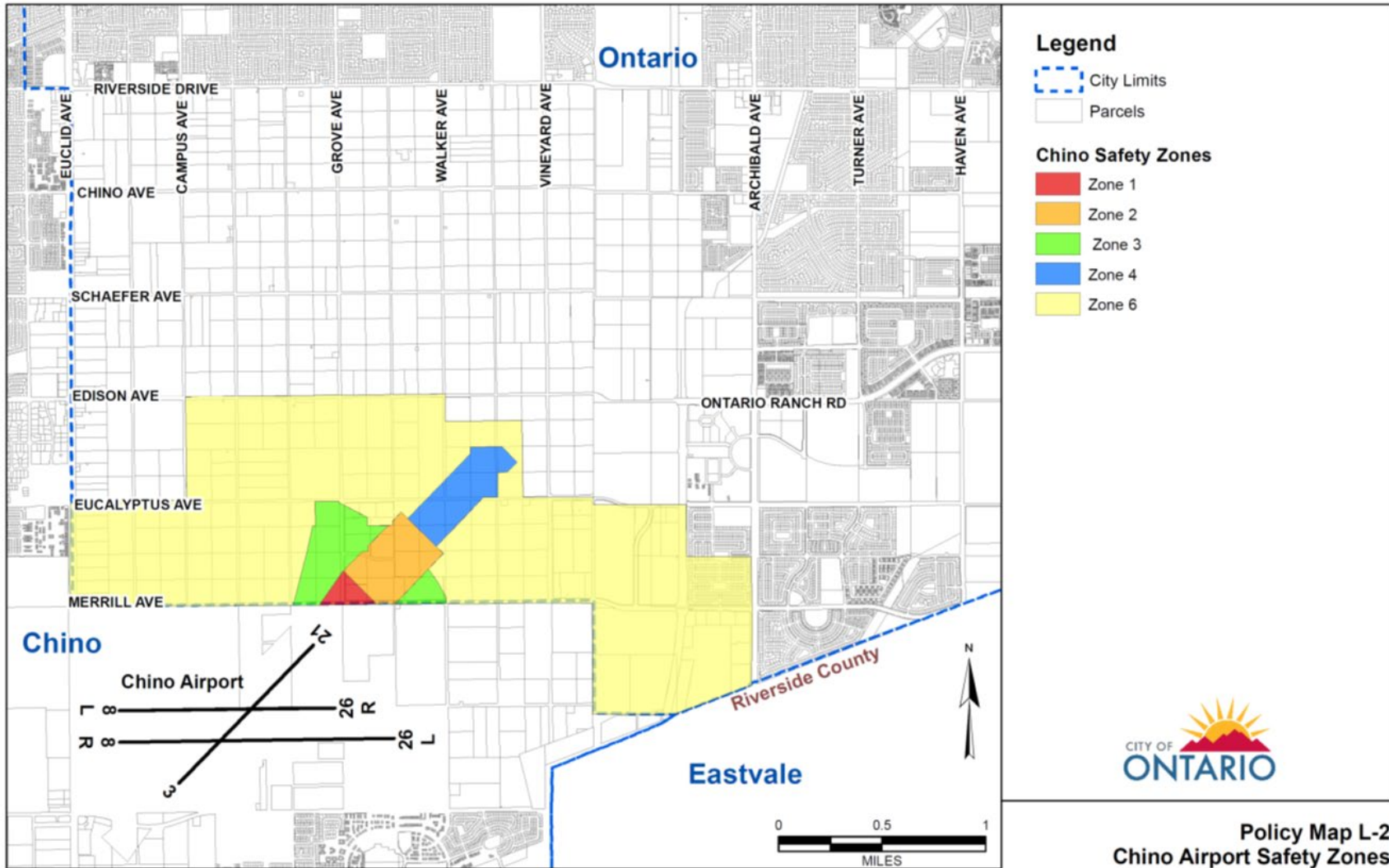
Table L-2: Safety Zones Compatibility Criteria

Legend: Land Use Compatibility (A detailed explanation of each land use acceptability category is provided at the end of this table)						
Normally Compatible Land Use		Conditional Land Use (FAR)			Incompatible Land Use	
<ul style="list-style-type: none"> A yellow cell indicates a use that is conditionally compatible provided it satisfies the maximum intensity limits and/or other listed conditions. Numbers in yellow cells indicate the Floor Area Ratio (FAR) limit for the use. The FAR limit is based on the common occupancy load factor [approx. number of square feet per person] indicated for that use. The FAR and/or the common occupancy load factors can be used to calculate the intensity (number of people per acre) of the proposed development. Up to 10% of the total FAR of a building may be devoted to an ancillary use and excluded from the single-acre intensity calculations, but not the average sitewide intensity limits. 						
Land Use Category ¹ <i>Note: Multiple land use categories and compatibility criteria may apply to a project</i>	Compatibility Zone ²					Criteria for Conditional Uses <i>Note: The numbers below indicate zone in which condition applies.</i>
	1	2	3	4	6	
Max Sitewide Average Intensity(people/acre)	0	60	100	150	300	<ul style="list-style-type: none"> Nonresidential development must satisfy both forms of intensity limits. Maximum intensity criteria apply to Normally Compatible as well as Conditional land uses
Max Single-Acre Intensity (people/acre) <i>applicable to all nonresidential development</i>	0	120	300	450	1200	
Electrical Substations ⁷						4, 6: Allowed only if site outside zone would not serve intended public function; avoid features that create flight hazards
Wastewater Facilities: treatment, disposal ³						6: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds
Solid Waste Disposal Facilities: landfill, incineration ³						6: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds
Solid Waste Transfer Facilities, Recycle Centers ³						6: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds
<ol style="list-style-type: none"> Land uses not specifically listed shall be evaluated using the criteria for similar uses. Sample safety zones from the 2011 California Airport Land Use Planning Handbook (Handbook), as applied to Chino Airport, extend into the limits of the City of Ontario, except for Safety Zone 5. For numerical consistency, the Compatibility Zones for Chino Airport maintain the same numbering system used in the Handbook despite omission of Safety Zone 5. Avigation easement dedication required as condition of approval for all properties within Compatibility Zones 1-4. Although these uses may satisfy the Safety criteria, they may be inconsistent with the Airspace Protection criteria as these uses may attract birds or other wildlife that could pose hazards to flight (see Airspace Protection Policies) or create obstructions to navigable airspace. A <i>Major Assembly Facility</i> is defined as having a capacity of ≥1,000 people, while a <i>Large Assembly Facility</i> has a capacity of 300 to 999 people. Source: International Building Code. Construction of a single-family home, including a second dwelling unit as defined by state law, allowed on a legal lot of record if such use is permitted by local land use regulations. A family day care home (serving ≤14 children) may be established in any dwelling. These uses may generate dust or other hazards to flight. Power lines or other tall objects associated with these uses may be hazards to flight. 						

Policy Map L-1 (Chino Airport Influence Area)

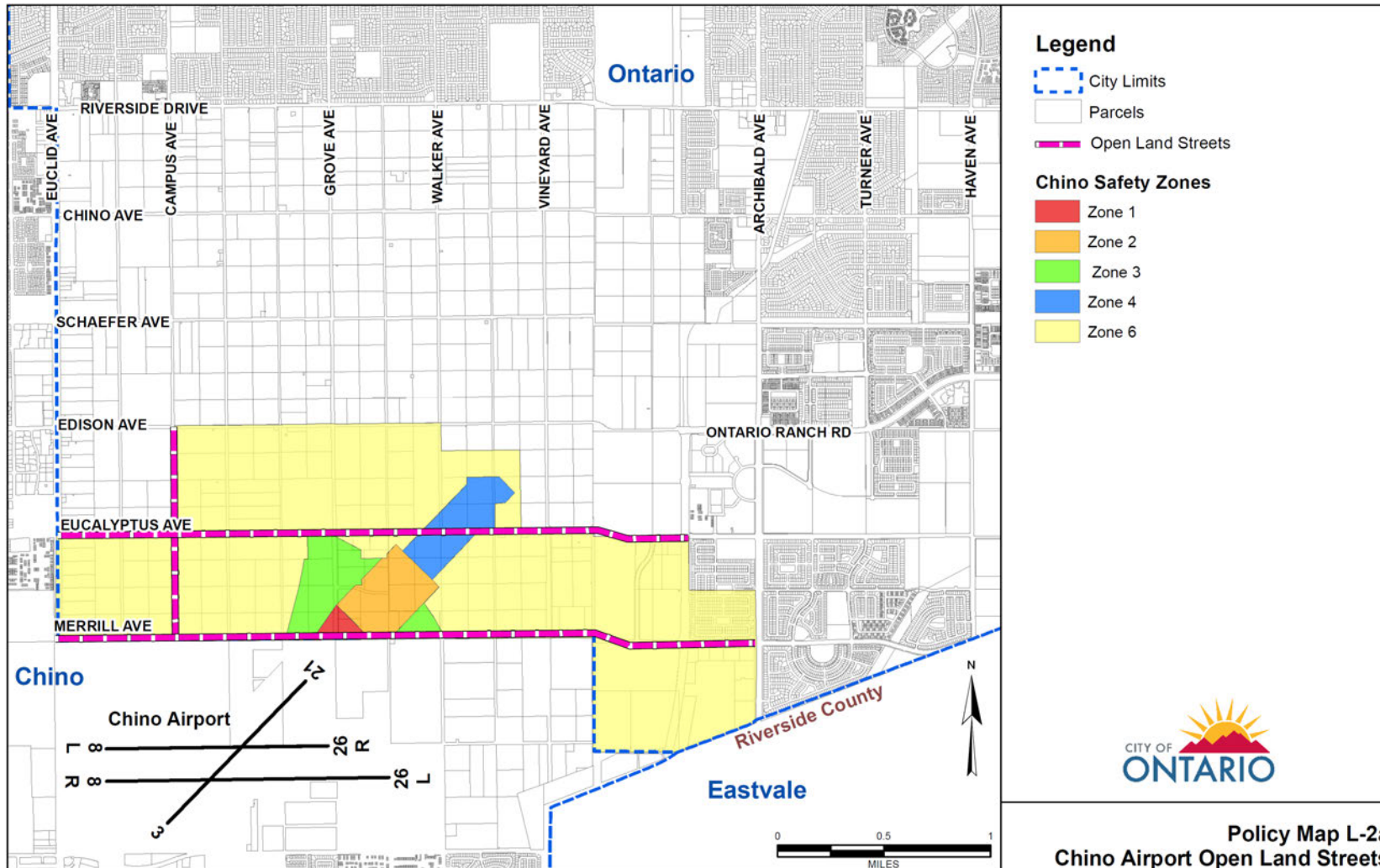


Policy Map L-2 (Chino Airport Safety Zones)

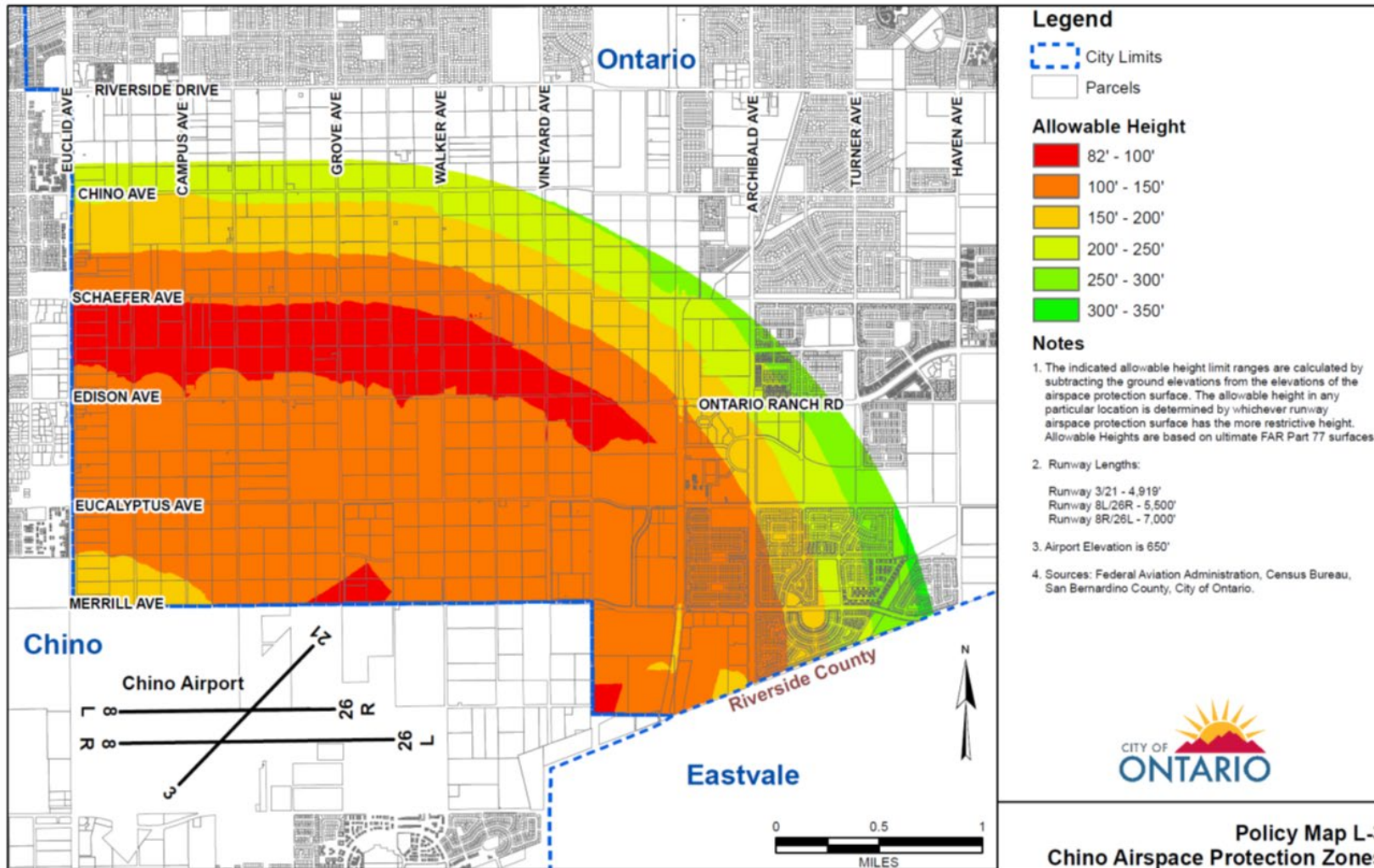


Policy Map L-2
Chino Airport Safety Zones

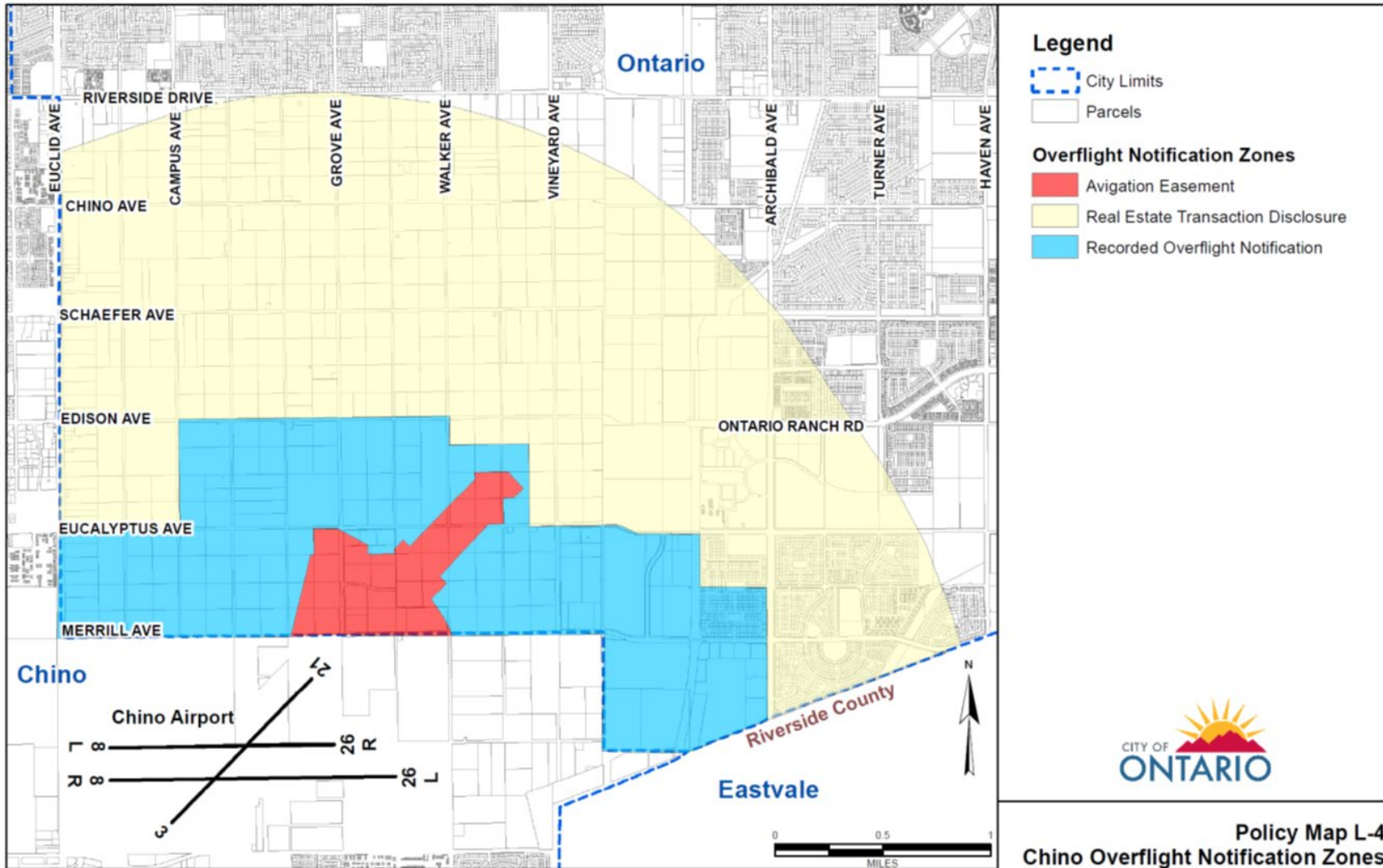
Policy Map L-2a: Chino Airport Open Land Streets



Policy Map L-3: Chino Airspace Protection Zones



Policy Map L-4: Chino Overflight Notification Zones





CITY OF ONTARIO

MEMORANDUM

TO: Planning Commission

FROM: Rudy Zeledon, Planning Director *RZ*

DATE: June 28, 2022

SUBJECT: Monthly Activity Reports

The Monthly Activity Reports were not available at the time of agenda packet distribution. These Reports will be made available at the June 28, 2022 Planning Commission meeting.