

City of Fontana's Application and Contract

Attachment 2

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(FOR LAFCO USE ONLY)

LAFCO
San Bernardino County

**SAN BERNARDINO LAFCO
APPLICATION FOR
EXTENSION OF SERVICE BY CONTRACT**

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of Fontana

CONTACT PERSON: Catherine Lin, Associate Planner

ADDRESS: 8353 Sierra Avenue, Fontana, CA 92335

PHONE: (909) 428-8860

EMAIL: clin@fontana.org

CONTRACTING PARTY:

NAME OF PROPERTY OWNER: CRP Oakmont Arewood Avenue, LLC

CONTACT PERSON: John Atwell

MAILING ADDRESS: 3520 Piedmont Road, Suite 100
Atlanta, Georgia 30305

PHONE: (909) 869-9990

EMAIL: jatwell@oakmontre.com

ADDRESS OF PROPERTY PROPOSED FOR CONTRACT: 9988 Redwood Avenue
Fontana, CA 92335

CONTRACT NUMBER/IDENTIFICATION: Preannexation Agreement No. 15-003

PARCEL NUMBER(S): 0234-101-21

ACREAGE: 9.85 acres

Extension of Service by Contract
Application Form

(FOR LAFCO USE ONLY)

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

The City of Fontana will provide sewer services.

- (b) Are any of the services identified above "new" services to be offered by the agency? YES NO. If yes, please provide explanation on how the agency is able to provide the service.

2. Is the property to be served within the agency's sphere of influence? YES NO

3. Please provide a description of the service agreement/contract.

The Preannexation Agreement is for the provision of sewer service to an industrial high-

cube warehouse/distribution facility. The building measures approximately 214,300

square feet on a 9.85 acres site that is located on the west side of Redwood Avenue,

between Valley Avenue and San Bernardino Avenue.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? YES NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

The parcels are not contiguous to the City of Fontana's corporate boundaries;

however, the proposed development requires sewer service. The County of San

Bernardino does not have the sewer facilities to serve the project site.

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- (b) Is the property to be served contiguous to the agency's boundary?
 YES NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
 YES NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

6. (a) What is the existing use of the property?
The subject property was a commercial nursery. However, the nursery has been closed and the structures have been demolished. The site is currently vacant.

- (b) Is a change in use proposed for the property? YES NO. If yes, please provide a description of the land use change.
The site will change from a commercial use to an industrial use.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

The development is for an approximately 214,300 square feet of high-cube industrial warehouse/distribution facility. The County of San Bernardino approved a Conditional Use Permit for this development on 7/2/15, and the City of Fontana approved the Preannexation Agreement for its sewer service on 1/12/16.

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8. Are there any land use entitlements/permits involved in the agreement/contract?
 YES NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	<input type="checkbox"/>
Permit (Conditional Use Permit, General Plan Amendment, etc.)	<input checked="" type="checkbox"/>
Conditions of Approval	<input checked="" type="checkbox"/>
Negative Declaration (Initial Study)	<input checked="" type="checkbox"/>
Notice of Determination (NOD)/Notice of Exemption (NOE)	<input checked="" type="checkbox"/>
Department of Fish and Game (DFG) Receipt	<input type="checkbox"/>
Others (please identify below)	<input type="checkbox"/>

The documents noted have been attached.

9. Has the agency proposing to extend service conducted any CEQA review for this contract? YES NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

- (a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

The nearest available sewer line to the project site is an existing 12" mainline in Valley Boulevard approximately 1200 feet south of the property. The existing downstream sewer is built per the City's Masterplan and will accommodate the development area. The project proponent would need to install a new 8" VCP sewer main in Redwood Avenue from the connection point in Valley Boulevard to 1189 L.F. North to the project site. The installation would also include 63 L.F. of 6" VCP to serve as a lateral from the new main line in Redwood Avenue to serve the project.

An offsite construction permit would be required by the City of Fontana Department of Engineering for construction of the new mainline and lateral, and a Sewer Connection Permit from the City Building & Safety Division for the plumbing connection.

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(FOR LAFCO USE ONLY)

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

<i>Description of Fees/Charges</i>	<i>Cost</i>	<i>Total</i>
Fire Facilities	\$0.05 s.f.	\$10,715.00
Storm Drain Fee	\$10,194.00/ac	\$100,410.90
Sewer Connection Master Fee	\$876.61 /EDU	\$1,401.17
Sewer Deposit	\$107.76 /month	\$431.04
City Sewer Connection Permit	\$25.00	\$25.00
Sanitary Sewage Facilities Expansion Fee	\$8,655.34	\$8,655.34
LAFCO Filing Fee	\$2,475.00	\$2,475.00
Total Costs		\$124,113.45

Note: The project is located within the City's "in-fill" development area, thus a 50% reduction in Storm Drain Fees and Fire Fees have been applied.

- (c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

An outside billing rate of 1.5 times the month base rate will be applied to the sewer billing. The sewer deposit in paragraph (b) above reflects the outside rate.

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

N/A

- 11 Does the City/District have any policies related to extending service(s) outside its boundary? YES NO. If yes, has a copy been provided to LAFCO? YES NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.
On August 26, 2008, the City of Fontana and County of San Bernardino entered into a Memorandum of Understanding (MOU) for the City's Western Sphere of Influence. A copy of the adopted MOU is attached for your information. The MOU includes a copy of the City's adopted Annexation Policy.

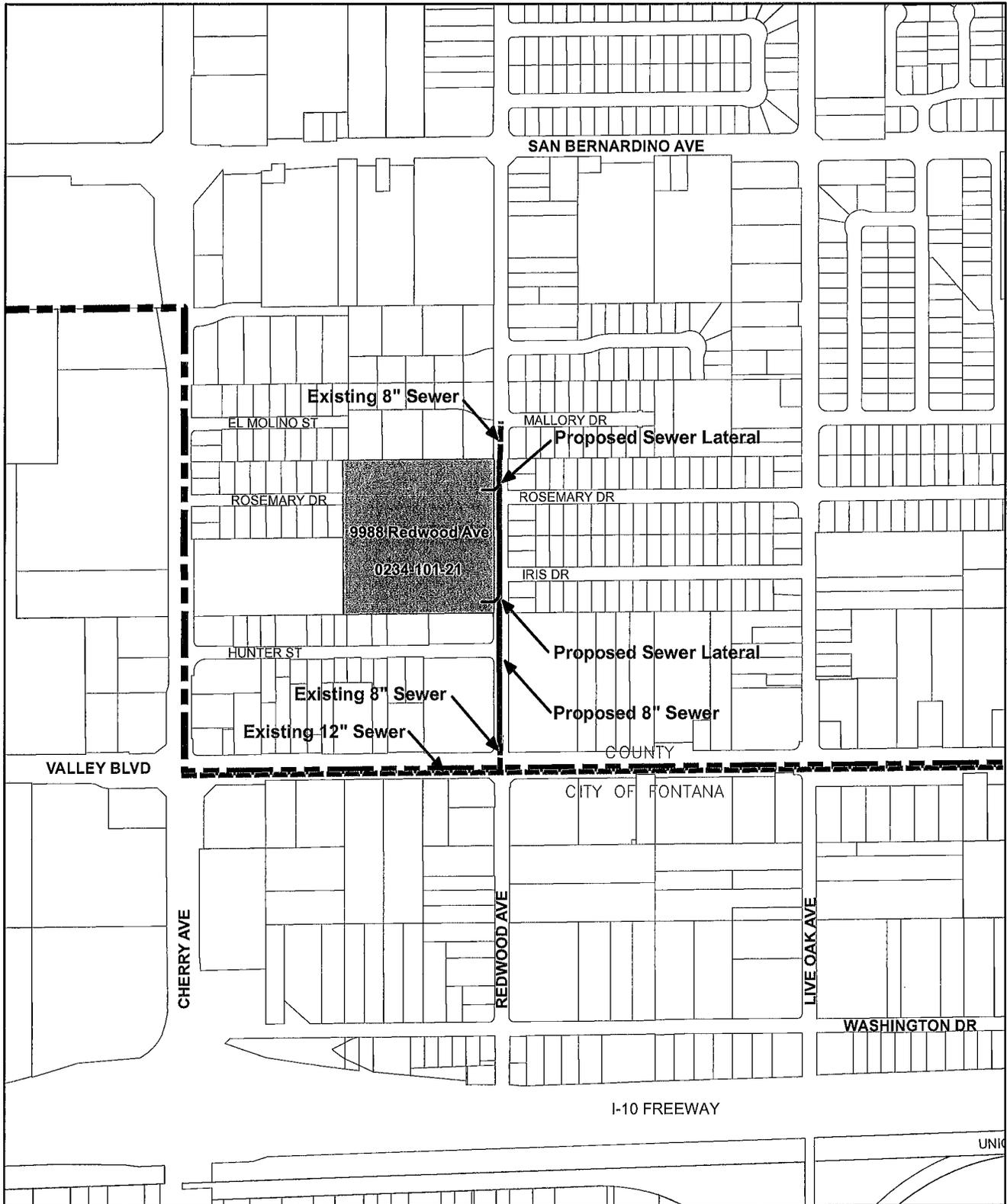
CERTIFICATION

As a part of this application, the City/Town of Fontana, or the _____ District/Agency agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

IRREVOCABLE AGREEMENT NO. 15-003
9988 Redwood Ave
(SEWER SERVICE)



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

(Space above for Recorder's use)

PREANNEXATION AGREEMENT

between

CITY OF FONTANA
a California municipal corporation

And

CRP Oakmont Redwood

[Dated as of January 12, 2016 for reference purposes only]

1. PARTIES AND EFFECTIVE DATE.

1. A. Parties. This Preannexation Agreement ("Agreement") is entered into as of this 12th day of January, 2016, between the City of Fontana, a California municipal corporation ("City") and CRP Oakmont Redwood ("Landowner") with the principal place of business located at 3520 Piedmont Road, Suite 100, Atlanta, GA 30305. City and Landowner are sometimes individually referred to herein and "Party" and collectively as the "Parties."

1. B. Effective Date. This Agreement will not become effective until the date ("Effective Date") on which it has been executed by Landowner and has been approved by the City Council. City shall deliver a fully executed counterpart original of this Agreement to Landowner within ten (10) days from City's execution of this Agreement.

2. RECITALS.

2. A. Landowner has fee title to that property, in unincorporated San Bernardino County, commonly known as Assessor Parcel Number 0231-101-21 (the "Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. An Assessor Parcel Map is attached hereto as Exhibit "B" and incorporated by this reference.

2. B. The City is contemplating annexation of certain territory, including Landowner's Property which is also located within the "Western Sphere of Influence", as defined in and subject to the Memorandum of Understanding ("MOU") between the City and County of San Bernardino approved on August 26, 2008, and amended on October 9, 2012, and as it may be amended from time to time, as well as the City's annexation policy as amended from time to time. A current copy of the MOU is attached hereto as Exhibit "C" and incorporated herein by reference. A current copy of the City's annexation policy is attached hereto as Exhibit "D" and incorporated herein by reference.

2. C. The City has general planned and rezoned the Western Sphere of Influence and, upon annexation, the Property will be zoned Light Industrial (M-1) in accordance with the City's Zoning District Map.

2. D. Landowner desires to build an approximately 214,300 square-foot high-cube warehouse distribution building ("Project") and has requested that the City enter into this Agreement and City desires to provide sewer service to the Project. City has further determined that it is in the best interest of the citizens of the City and the Landowner to encourage the development of this Project.

3. TERMS.

In order to facilitate the annexation and the development of this Project the City and Landowner agree to the following:

3. A. City's Obligation.

(a) **Annexation.** Subject to Section 3. A. (c) noted below, upon completion of the annexation, the Property shall be subject to the same benefits and obligations as other properties zoned Light Industrial (M-1) by the City.

(b) **No Representation or Warranty Regarding Annexation.** Nothing herein shall be deemed as a representation or warranty by City that the annexation of the Property will be completed.

(c) **Zoning.** The Parties acknowledge that the City has rezoned the Property, and upon annexation, the Property will be zoned Light Industrial (M-1). Notwithstanding the foregoing, or anything to the contrary contained herein, this Agreement shall not limit the right of Landowner to continue any existing legal use upon the Property that is conducted prior to annexation, but is considered a legal nonconforming use following annexation and/or due to future changes to the City's General Plan or zoning ordinances.

(d) **Development Standards.** The proposed development shall meet existing City standards as required in the MOU (see Exhibit "E" for current County's Conditions of Approval, which are subject to change).

3. B. Landowner's Obligations.

(a) **Development Impact Fees.** Landowner shall pay all fees and charges and make all deposits adopted by and in effect by the then applicable City ordinance or resolution, including those fees identified in the MOU as it may be amended from time to time. The amount of the development impact fees to be paid to the City by the developer in connection with the proposed development shall be paid to the City at the time of sewer construction permit issuance for the proposed development. Those fees are listed in Exhibit F and shall include, but not be limited to, the following:

Fire Facilities

Storm Drainage Facilities

Sewer Facilities

(b) **City Provision of Sewer Service.** The City agrees to provide sewer service and a sewer connection to said development provided that (1) such Landowner complies with the City's annexation policy, as it may be amended from time to time (a current copy of which is attached as Exhibit "D"), (2) the Landowner meets all other City requirements and pays all fees imposed by the City pursuant to the Municipal Code and other policies and regulations, as they may be amended from time-to-time, in connection with such sewer service; and (3) the Landowner pays to the City those development impact fees which would be applicable to the development if it were to occur within city limits as required under the City's current fee schedule and the MOU at the time a sewer connection permit is issued and in the amounts as may be established from time-to-time by the City, provided, however, that the City shall not require the

payment of any impact fee which is imposed by the County to fund the same infrastructure as being funded by the City impact fee.

(c) Sewer Connection Charges/LAFCO Fee. Landowner shall pay all fees and charges as listed in Exhibit F and make all deposits required by City to connect to and use the sewer. Landowner also agrees to pay any additional fees that may be charged by the Local Agency Formation Commission (LAFCO). Those fees are listed in Exhibit F and shall include, but not be limited to, the following:

Sewer Deposit

Sewer Connection Permit Fee

Sewer Connection Master Fee

(Equivalent Dwelling Unit calculated on number of plumbing fixtures)

Sanitary Sewage Facilities Expansion Fee

(Inland Empire Utilities Agency)

(Equivalent Dwelling Units calculated on number of plumbing fixtures)

LAFCO Fee

Landowner agrees to be bound by all City ordinances, rules and regulations respecting the sewer system.

3. C. Event of Default. For purposes of Section 3.C., an "Event of Default" shall mean the occurrence of any of the following during the term hereof:

(a) Landowner materially breaches any of the obligations of this Agreement;

(b) Subject to Section 3.A. (c) noted above, Landowner suspends or ceases operation of the development for a period in excess of thirty (30) days;

(c) Landowner makes a material misrepresentation of any fact or item in any document executed by the City with respect to this Agreement;

(d) Upon the attachment, levy, execution or other judicial seizure of any substantial portion of the assets of Landowner, that is not released, expunged, bonded, discharged, or dismissed within thirty (30) days after the attachment, levy, execution or seizure; and

(e) Landowner becomes insolvent or unable to pay Landowners' debts generally as they mature, makes a general assignment for the benefit of creditors, admits in writing Landowners' inability to pay Landowners' debts generally as they mature, file or have filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, or consents to the appointment of a trustee or receiver for it or for a substantial part of Landowner's Property.

3. D. Irrevocable Consent to Annexation. In exchange for the City's commitments hereunder to make the sewer connection available to Landowner, Landowner hereby consents to the annexation of the Property to the City. Provided that City has fully complied with its obligations under this Agreement, Landowner agrees to covenant for itself, its agents, employees, contractors, heirs, successors and assigns ("Successors") not in any way object to, protest, delay, frustrate or otherwise impede any annexation proceedings concerning the annexation of the Property to the City. Provided that City has fully complied with its obligations under this Agreement, Landowner and its Successors shall cooperate in every reasonable way with the requests of the City, the San Bernardino Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Property to the City. The Landowner's and its Successor's cooperation shall include, but not be limited to, the filing of all necessary applications, petitions, plans, drawings, and any other documentation or information required by the City, LAFCO, or any other public agency at no cost or expense to Landowner or its Successor.

3. E. Duration of Agreement. This Agreement shall remain in effect for a term of three (3) years from the Effective Date or upon expiration of the County's land use approvals, including any extensions, or whichever occurs first.

3. F. Property Maintenance. Landowner agrees to maintain the Property in good condition and in compliance with reasonable residential standards. Reasonable standards are defined as the level of maintenance service necessary to keep the appearance and operation of the Property free from visible defects, deterioration, dirt and debris.

3. G. Amendments/Time Extensions. City and Landowner may amend this Agreement by written amendment mutually executed by both parties. Such amendments shall not invalidate this Agreement or relieve or release any Party from its obligations under this Agreement unless expressly stated so by such amendment.

4. GENERAL PROVISIONS.

4. A. General Compliance. Landowner agrees to comply with all applicable, federal, state and local laws and regulations, including but not limited to the City's Building, Planning and Code Enforcement Divisions.

4. B. Waiver of Liability. Accordingly, Landowner shall waive the City from all liability resulting from any damage to property or unfinished or poor quality work caused by a contractor.

4. C. Hold Harmless. Landowner shall hold harmless, defend and indemnify City, and its respective directors, officials, officers, attorneys, employees, agents, representatives and volunteers from and against any and all actual or alleged claims, actions, suits, charges, demands, judgments, and expenses (including reasonable attorneys' fees, expert witness fees and court costs) whatsoever that arise out of Landowner's or any of its contractor's performance or nonperformance of this Agreement. Landowner shall defend, at Landowner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought against City and its respective directors, officials, officers, attorneys, employees,

agents, representatives and volunteers. City shall hold harmless, defend and indemnify Landowner, and its respective directors, officials, officers, attorneys, employees, agents, representatives and volunteers from and against any and all actual or alleged claims, actions, suits, charges, demands, judgments, and expenses (including reasonable attorneys' fees, expert witness fees and court costs) whatsoever that arise out of City's or any of its contractor's performance or nonperformance of this Agreement. City shall defend, at City's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought against Landowner and its respective directors, officials, officers, attorneys, employees, agents, representatives and volunteers.

4. D. Suspension or Termination. City may suspend or terminate this Agreement, in whole or in part, if Landowner materially fails to comply with any term of this Agreement or with any of the rules, regulations or provisions referred to herein; and the City may declare Landowner ineligible for any further participation in City contracts, in addition to other remedies as provided by law.

4. E. Attorneys' Fees. In the event of the bringing of an action or suit by a Party against another Party by reason of any breach of any of the covenants contained in this Agreement or any other dispute between the Parties concerning this Agreement, then, in that event, the prevailing Party in such action or dispute, whether by final judgment or out of court settlement shall be entitled to have and recover of and from the other Party all costs and expenses of suit or claim, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section, Costs shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions, (ii) contempt proceedings, (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section shall survive any expiration or termination of this Agreement.

4. F. Interpretation. City and Landowner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting. Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties.

4. G. Counterpart Originals; Integration; Modification. This Agreement may be executed in by the Parties in counterparts, all of which together shall constitute a single Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all writings and oral discussions concerning the same. The performances of City's and Landowner's respective obligations under this Agreement are not intended to benefit any party other than the City or Landowner, except as expressly provided otherwise herein. The foregoing notwithstanding, the City is declared to be an intended third party beneficiary of the Landowner's obligations hereunder.

4. H. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4. I. Venue; Jurisdiction; Governing Law. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate court in the County of San Bernardino, California. Each Party hereto irrevocably consents to the personal jurisdiction of the court. This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles.

4. J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4. K. Authority to Enter Agreement; Subcontracting; Recordation. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. The Parties agree that this Agreement may be recorded with the San Bernardino County Recorder's Office.

4. L. Non Assignability. Landowner may not assign any of their rights or obligations under this Agreement without the express written consent of the City, which may not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landowner may assign this Agreement, upon written notice to City: (i) to any entity in which Landowner owns a majority and controlling interest, and, (ii) following the completion of the Improvement Work to any third party who purchases the Business for the purpose of operating the Business on the Property in substantially the same manner as Landowner currently operates the Business. No unpermitted successor or assign of Landowner's rights under this Agreement shall be deemed to possess or be entitled to exercise any such right; provided, however, that the obligations of this Agreement shall nonetheless be binding upon such unpermitted successor or assign.

4. M. Force Majeure. Landowner shall be excused for the period of any delay in the performance of its obligations hereunder, when prevented from so doing by any cause beyond its control including, but not limited to, construction, labor unrest, litigation, unavailability of material, weather, war, acts of God, and refusal or failure of governmental authorities to grant necessary approvals and permits for construction of the Improvements in the manner contemplated herein ("Force Majeure").

4. N. Notices. All notices required or allowed by this Agreement shall be in writing and addressed as set forth below. Notices shall be deemed received upon (i) actual receipt by the intended recipient if the method of delivery is personal service, messenger service or facsimile transmission, (ii) actual receipt by the intended recipient if the method of delivery is overnight delivery service such as Federal Express or the like, or (iii) three business days after deposit in

the United States mail, postage prepaid, return receipt requested. Notices shall be addressed as follows:

John Atwell
CRP Oakmont Redwood
3520 Piedmont Road, Suite 100
Atlanta, Georgia 30305

If to City: City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Telephone: (909) 350-7654
Attn: City Manager

With a copy to: Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, California 91761
Telephone: (909) 989-8584
Attn: Jeff Ballinger

If to Landowner: John Atwell
CRP Oakmont Redwood
3520 Piedmont Road, Suite 100
Atlanta, Georgia 30305

Any party's address for notices may be changed by written notice as provided above.

[Signatures on following pages]

SIGNATURE PAGE
TO
PREANNEXATION AGREEMENT

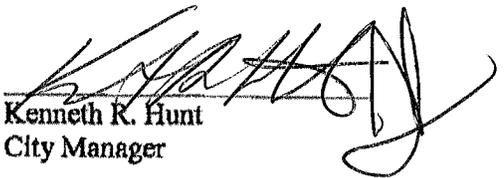
CITY:

BEST BEST & KRIEGER LLP

CITY OF FONTANA
a California municipal corporation

Dated: 3/2/16

By:


Kenneth R. Hunt
City Manager

ATTEST:


Tonia Lewis, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By:


City Attorney

LANDOWNER:



CRP Oakmont Redwood

Dated: 10/29/15

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)
)
) **ORANGE**) ss.
COUNTY OF ~~SAN BERNARDINO~~)

On October 29, 2015, before me, Lisa Kitadani Hoffman, Notary Public, personally appeared JOHN C. ATWELL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Lisa Kitadani Hoffman
Notary Public



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

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN BERNARDINO)

On March 3, 2016, before me, Karen L. Porlas, Notary Public, personally appeared Kenneth R. Hunt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Karen L. Porlas
Notary Public

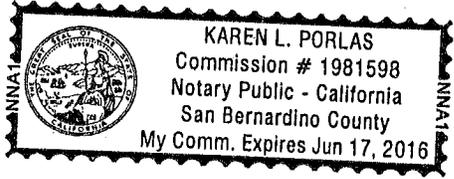


EXHIBIT A
TO
PREANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PROPERTY
ASSESSOR PARCEL NO. 0234-101-21

Real property in the unincorporated area of the County of San Bernardino, State of California described as follows:

THE EAST ½ OF FARM LOT 916, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 12, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

APN: 0234-101-21

**EXHIBIT C
TO
PREANNEXATION AGREEMENT**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FONTANA
AND COUNTY OF SAN BERNARDINO**

(WESTERN SPHERE OF INFLUENCE)

[Attached Behind This Page]

**FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**

BETWEEN

**CITY OF FONTANA
AND
COUNTY OF SAN BERNARDINO**

AMENDED AS OF OCTOBER 9, 2012

WESTERN SPHERE OF INFLUENCE

CITY OF FONTANA / COUNTY OF SAN BERNARDINO

**FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Western Sphere of Influence)**

This First Amended and Restated Memorandum of Understanding (Western Sphere of Influence) ("Agreement") is entered into between (1) the City of Fontana, a California general law city and municipal corporation ("City") and, (2) the County of San Bernardino, a political subdivision of the State of California ("County"). This Agreement is reference dated as of October 9, 2012, and supersedes that certain Memorandum of Understanding (Western Sphere of Influence) dated August 26, 2008 (the "2008 MOU"). This Agreement will not become effective until the occurrence of the "Effective Date" defined below. If the Effective Date does not occur on or before December 31, 2012, then this Agreement may not thereafter become effective and any prior approvals and/or signatures of the Parties shall be deemed, automatically and without need of further act or instrument by either Party, rescinded and void ab initio. The City and the County are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties".

This Agreement will become effective on the date ("Effective Date") on which it has been approved by both the City Council on behalf of the City and the Board of Supervisors on behalf of the County and fully executed counterpart originals have been exchanged between the Parties. The term ("Term") of this Agreement shall commence on the Effective Date and shall automatically end upon the City's annexation of the entire Western Sphere (as defined in Recital A, below), or either Party's election to terminate this Agreement, which election may be made at any time and for any reason (or for no reason), notice of which shall be given as provided by Section 6.

RECITALS

A. Immediately adjacent to the westerly border of the City is an unincorporated area of land located within the County and designated by the San Bernardino County Local Agency Formation Commission ("LAFCO") as the City's Western Sphere of Influence ("Western Sphere"). The Western Sphere is approximately 8.5 square miles in size. A map depicting the boundaries of the Western Sphere is attached as Exhibit "A".

B. The City provides sanitary sewer services within portions of the Western Sphere. The City owns and maintains the pipes and other transmission infrastructure needed to provide such service, whereas the Inland Empire Utilities Agency ("IEUA") provides wastewater treatment services within portions of the Western Sphere through a series of agreements with the City. The City's current annexation policy is to require any landowner or developer within the Western Sphere who desires to connect to the City's sanitary sewer system to either sign an irrevocable agreement to annex to the City or to complete a pre-annexation agreement. By this Agreement, the City and County have agreed on certain practices and procedures that they intend will facilitate economic development within the Western Sphere.

C. The City and the County acknowledge that the Western Sphere, or some portion of it, may be annexed into the City at some future date. The County further acknowledges that the City's intent in entering into this Agreement includes ensuring that development within the Western Sphere which occurs prior to such annexation be accomplished in a manner that as closely as possible reflects the City's practices and requirements as established in the City's Development Code as it exists from time to time throughout the Term of this Agreement.

D. The Parties recognize that development within the Western Sphere will be enhanced and facilitated by the investment of public funds into the public infrastructure needed to support such development. The chief sources of public funds for such public infrastructure are those fees and charges imposed and collected from developers within the Western Sphere as a condition to the obtaining of building permits and other entitlements for such development. The County has a limited program for the collection of such fees. The City, in connection with the pre-annexation agreements described in Recital "B" above, requires developers within the Western Sphere to pay to the City certain of those development impact fees that would otherwise be assessed against such development if it were located within the City's jurisdictional boundaries. As to the Western Sphere, these development impact fees will consist solely of sewer connection and expansion fees, a storm drainage facilities fee, a fire facilities fee, and a park development fee (for residential properties only) (collectively, the "Western Sphere Development Impact Fees" or "Western Sphere DIF"). The Western Sphere DIF shall be charged at the same rates which City charges for similar development projects within the City's incorporated boundaries, as such rates may be amended from time to time. To facilitate the economic development and revitalization of the Western Sphere, the City and the County have agreed that the Western Sphere DIF and the corresponding impact fees collected by the County from projects being developed within the Western Sphere shall be invested into public infrastructure projects located within the Western Sphere as more particularly described in this Agreement.

AGREEMENT

Section 1. Incorporation of Recitals. The Parties each acknowledge the accuracy of the factual matters set forth in the Recitals and further acknowledge that such facts form the material basis for their entry into this Agreement.

Section 2. County's Obligation to Consult re Development Entitlements and Development Code and Development Standard Changes. The City has reviewed the County's current Development Code and other regulations concerning development within the Western Sphere (collectively, the "County Standards"). Although not identical to City standards, the City is nonetheless satisfied that development which takes place in accordance with the County Standards will be of sufficient quality and character so as to be compatible with the development in the adjoining portion of the City. Accordingly, and in order to foster the continued development of the Western Sphere consistent with the above objective, the County agrees as follows:

2.1. The County shall submit to the City full and complete copies of any and all development or other entitlement permits or applications for development entitlements occurring within the Western Sphere. Such information shall be provided to the City

no less than thirty (30) days prior to the administrative or County Planning Commission hearing at which the development application or other entitlement is to be considered. The City shall promptly review the application and, within twenty (20) days following its receipt from the County, the City will provide written comments to the County for its consideration. The County agrees to reasonably consider the City's comments and, to the extent not in conflict with the County Standards, to incorporate such City-recommended changes as either modifications to or conditions of approval of such entitlement.

2.2. The County shall provide to the City no less than thirty (30) days prior notice of any proposed changes to any of the County Standards, including General Plan amendments and Zoning and Development Code amendments. The County shall review and reasonably respond to any suggested changes and County staff shall incorporate such City-recommended changes for consideration by the County Planning Commission or Board of Supervisors, as applicable.

2.3. The requirements of the foregoing Sections 2.1 and 2.2 shall not operate to modify, waive or abridge any County obligation arising under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") to provide the City with environmental notice and opportunity to comment as prescribed by CEQA.

2.4. The County shall review and consider a proposed change to the County Standards to make the County Standards consistent with the City's Automatic Fire Sprinkler Systems standards as set forth in City Code Sections 11-26 thru 11-31.

Section 3. City Provision of Sewer Service. To the extent the City/IEUA has available wastewater (sewer) treatment capacity, the City agrees to provide sewer service to and authorize a sewer connection by any landowner requesting such connection and service within the Western Sphere provided that: (1) such landowner complies with the City's annexation policy, as it may be amended from time to time (a current copy of which is attached as Exhibit "B"); (2) the landowner meets all other City requirements and pays the applicable sewer service fees which are imposed by the City pursuant to the City's Municipal Code and other policies and regulations, as they may be amended from time-to-time, in connection with such sewer service; and (3) the landowner pays to the City the Western Sphere DIF which would be applicable to the development if it were to occur in the City at the time a sewer connection permit is issued. Provided, however, that the City shall not require the payment of any development impact fee which is imposed by the County to fund the same infrastructure as being funded by the City impact fee, City agrees that this Agreement will accomplish, in major part, what annexation would provide for the Western Sphere. Therefore, notwithstanding the requirement for a landowner to comply with the City's annexation policy or LAFCO's requirements, or both, the City agrees it will not file a formal application with the Local Agency Formation Commission seeking to annex any part of the Western Sphere as long as this Agreement is in effect, unless the annexation application is otherwise agreed upon by the City and the County.

Section 4. Use of Development Impact Fees Within Western Sphere. Each year as part of their preparation and approval of their respective Capital Improvement Plans described by Government Code Section 66002, the City and the County shall each use reasonable good faith efforts to include capital improvement/public infrastructure projects within

the Western Sphere which will be funded by the Western Sphere DIF (as to the City) and those development impact fees received by the County from development occurring within the Western Sphere. Without limiting the legislative discretion granted to either the City Council or the Board of Supervisors, the Parties agree that, to the extent possible, the following projects shall be given priority in the allocation of Western Sphere DIF and those development impact fees received by the County from development occurring within the Western Sphere:

- 4.1 Sewer Facilities
- 4.2 Storm Drainage Facilities
- 4.3 Park Development: a central park
- 4.4 Fire Facilities

The above list is intended by the Parties to be precatory only and shall not be a binding commitment to fund. The County's Second District Supervisor and City's Mayor are authorized to meet and attempt to resolve any disputes regarding the priority of projects to be funded and/or add new projects, subject to the consent and ratification of the City Council and Board of Supervisors. Actual funding of such projects shall require separate agreements for each specific project, as approved by both the City Council and Board of Supervisors.

Section 5. Sales Tax Allocations. Sharing of Sales Tax under the 2008 MOU is hereby terminated. In lieu of the ongoing Sales Tax allocation by the County under the 2008 MOU, the County's remaining obligation under Section 5 shall be fulfilled in its entirety by the following actions:

5.1 Five Million Five Hundred Sixty Seven Thousand Eight Hundred and Sixty Seven Dollars and 39/100 (\$5,567,867.39) currently set aside in the County Fire CIP accounts to fund construction of Fire Station 80 shall be paid by the County to the Fontana Fire Protection District within ten (10) days following the Effective Date of this Agreement, for use in the acquisition of land and construction of a fire station to serve the Western Sphere area, tentatively located near the intersection of Foothill Boulevard and Banana Avenue; and

5.2 County shall, within ten (10) days following the Effective Date of this Agreement, pay to the City Four Million Five Hundred Thousand Dollars (\$4,500,000.00) to fund the improvement of a flood control/water quality control basin by the City.

Section 6. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose.

City

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attention: City Manager

County

County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415
Attention: County Administrative Officer

Section 7. Integration/Modifications. This Agreement contains the entire understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all prior writings and oral discussions concerning the same. This Agreement may not be amended except by a writing duly signed and duly approved by the City and County. This Agreement is not intended to and shall not accrue to the benefit of any person or entity other than the City and the County.

Section 8. Governing Law. This Agreement shall be governed by the procedural and substantive laws of the State of California.

Section 9. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 10. Counterpart Originals. This Agreement may be executed by the Parties in counterparts, all of which together shall constitute a single Agreement.

Section 11. Attorney's Fees. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, shall bear its own costs and attorneys' fees.

Section 12. Authority to Enter into Agreement. City and County both warrant that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind both respective Parties to this Agreement.

[Signatures on following pages]

**SIGNATURE PAGE
TO
FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Western Sphere of Influence)**

COUNTY:

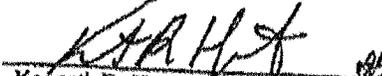
COUNTY OF SAN BERNARDINO

By: 
Josie Gonzalez, Chair
Board of Supervisors

Dated: OCT 23 2012

CITY:

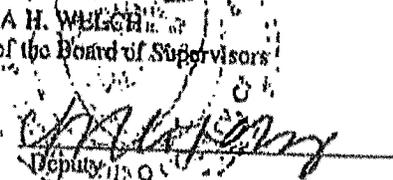
CITY OF FONTANA, a California general law city and municipal corporation

By: 
Kenneth R. Hunt
City Manager

Dated: 10/11/12

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD.

LAURA H. WILSON
Clerk of the Board of Supervisors

By: 
Deputy City Clerk

Dated: OCT 23 2012

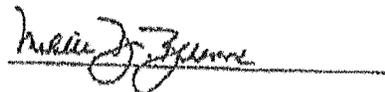
ATTEST:

By: 
City Clerk

Dated: 10/11/12

APPROVED AS TO LEGAL FORM:

JEAN-RENE BASLE
County Counsel

By: 

Dated: 10-22-12

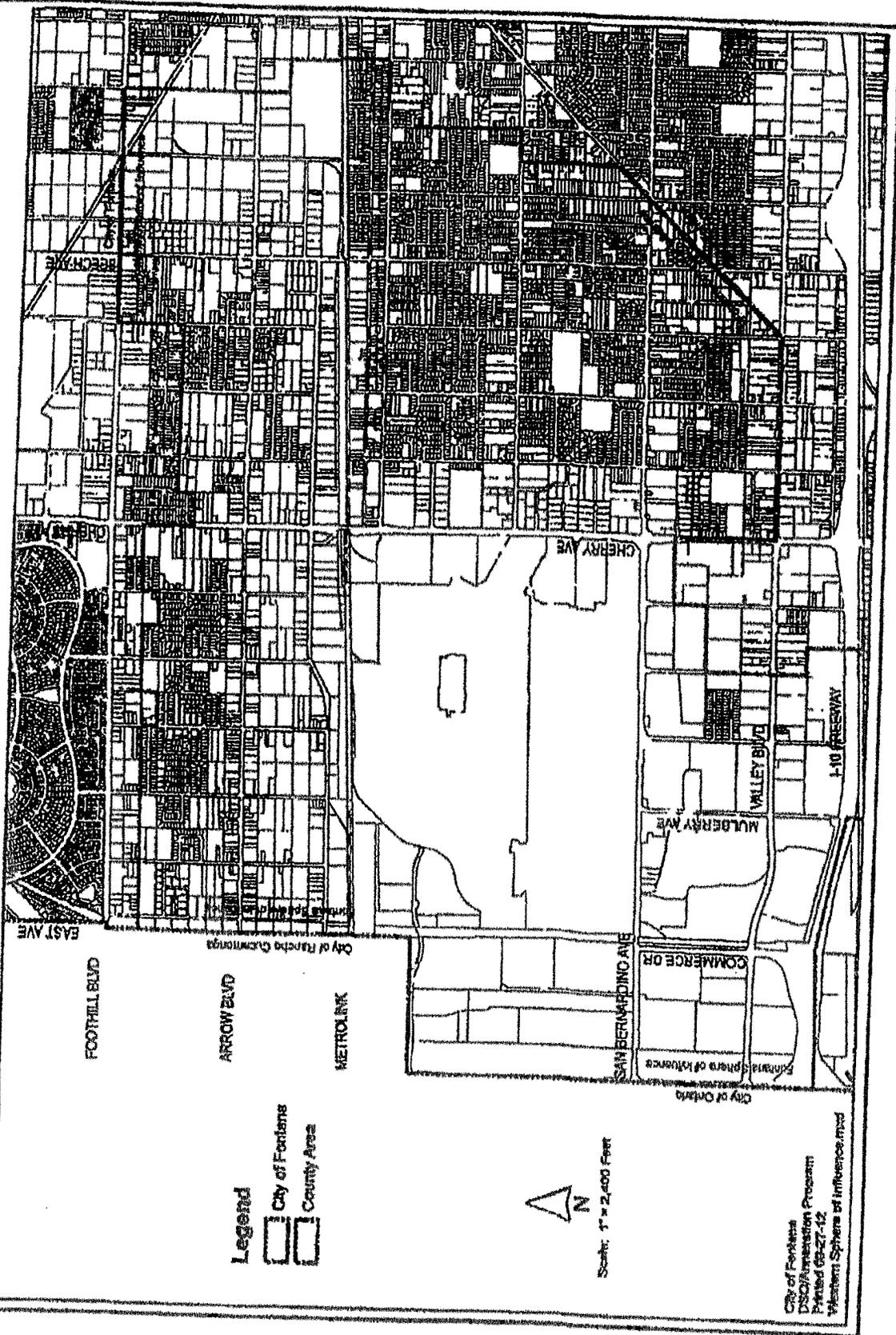
APPROVED AS TO LEGAL FORM:

BEST BEST & KRIBGER LLP

By: 
Jeff Bralinger, City Attorney

Dated: 10/16/2012

Western Sphere of Influence CITY OF FONTANA



Legend
 City of Fontana
 County Area



Scale: 1" = 2,400 Feet

City of Fontana
 DSC/Amendment Program
 Printed 09-27-12
 Western Sphere of Influence.mxd

EXHIBIT D
TO
PREANNEXATION AGREEMENT
CITY'S ANNEXATION POLICY
[Attached Behind This Page]

RESOLUTION NO. 2008-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA AMENDING THE CITY OF FONTANA'S POLICY PERTAINING TO ANNEXATION.

WHEREAS, the City Council of the City of Fontana ("City") has approved a policy pertaining to annexation as noted in Chapter 3 (Land Use Element) of the General Plan;

WHEREAS, the City has determined that in order to promote the City Council's economic and General Plan goals and objectives, amending the City's policy on annexation is an important benefit for the City's economic development;

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

Section 1. Annexations shall be pursued that promote Community balance, quality development, and improvement of the City's economic base as follows:

Annexations may be initiated by the City Council (adopted resolution) or by property owners or registered voters (written petition);

A Plan for Services shall be prepared for all annexations and submitted to the City Council for review and consideration;

A fiscal impact analysis shall be conducted for all annexation areas;

All City and Local Agency Formation Commission (LAFCO) filing fees for annexation must be paid by the applicant.

Section 2. Irrevocable Agreements to Annex for Sewer Service--Existing Development (Contiguous and Non-Contiguous Areas)

An Irrevocable Agreement to Annex is an agreement between the landowner and the City for only sewer service. This agreement outlines that the City shall provide sewer service outside its corporate limits and the landowner agrees not to oppose a future attempt by the City to annex the area. Upon approval by LAFCO, the agreement shall be recorded with the County Recorder's office. Upon recordation, the agreement shall be considered a covenant on the land.

Irrevocable Agreements to Annex may be utilized when sewer service is extended outside the City's corporate limits to an existing residence or an existing commercial or industrial establishment that is experiencing a failing septic system.



Resolution No. 2008-142

Section 3. Irrevocable Agreements to Annex for Sewer Service—New Development (Non-Contiguous Areas)

Irrevocable Agreements to Annex for sewer service may be utilized for new developments for areas that are not contiguous to the City's limits.

Irrevocable Agreements to Annex in the Western Sphere of Influence will be subject to the terms of the adopted Memorandum of Understanding (MOU) between the City and County of San Bernardino (copy attached).

Section 4. Preannexation Agreements—New Development (Contiguous and Non-Contiguous Areas)

A Preannexation Agreement may be utilized for new developments for areas that are contiguous or not contiguous to the City's limits. An applicant may wish to consider a preannexation agreement to outline land use designations, development standards, conditional use permits approved by the County of San Bernardino, donation of right-of-way easements, sewer service, and other requirements as necessary.

Annexation may be deferred by use of a Preannexation Agreement if the following condition is met:

Preannexation Agreements in the Western Sphere of Influence will be subject to the terms of the adopted MOU between the City and County (copy attached).

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 9th day of December, 2008.

READ AND APPROVED AS TO LEGAL FORM:

/s/ Clark Atcop
City Attorney

Resolution No. 2008-142

I, Tonia Lewis, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 9th day of December, 2008 by the following vote to wit:

AYES: Mayor Nuaimi, Council Members Roberts, Rutherford, Soladone, Warren
NOES: None
ABSENT: None

/s/ Tonia Lewis
City Clerk of the City of Fontana

/s/ Mark Nuaimi
Mayor of the City of Fontana

ATTEST:

/s/ Tonia Lewis
City Clerk of the City of Fontana

**EXHIBIT E
TO
PREANNEXATION AGREEMENT
COUNTY'S CONDITIONS OF APPROVAL
[Attached Behind This Page]**

CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT
CRP Oakmont Redwood Avenue, LLC.
c/o Oakmont Industrial Group

GENERAL REQUIREMENTS

Conditions of Operation and Procedures

[Not subject to Condition Compliance Release Form (CCRF) signatures]

LAND USE SERVICES – Planning Division (909) 387-8311

1. Project Description. This Conditional Use Permit (CUP) is approved to construct and operate a 214,300 (maximum) square-foot industrial building that includes three (3) separate office areas of 5,000 square feet each to be used as a “High Cube warehouse distribution facility” (Project) on 9.89 acres in compliance with the San Bernardino County Code (SBCC), California Building Codes (CBC), the California Fire Code (CFC), the following Conditions of Approval, the approved site plan, and all other required and approved reports and displays (e.g. elevations). Parking approved for this project is based upon the above land use description and Conditional Use Permit analysis. The developer shall provide a copy of the approved conditions and site plan to every current and future tenant, lessee, and property owner to facilitate compliance with these conditions of approval and continuous use requirements for the Project site with APN: 0234-101-21 and Project No. P201500064.
2. Project Location. The Project site is located at 9988 Redwood Avenue, generally located north of Hunter Street, south of Mallory Drive, on the west side of Redwood Avenue in the unincorporated area of Fontana.
3. High Cube Warehouse – “High Cube” Warehouses is defined by the National Association of Industrial and Office Properties as follows: A Warehouse/Distribution Center used primarily for the storage and/or consolidation of manufactured goods prior to their distribution to retail locations or other warehouses. These facilities are commonly constructed utilizing tilt-up technique, with a typical ceiling height of at least 24 feet. “High Cube” Warehouse/Distribution Centers are generally greater than 100,000 sq. ft. in size with a land coverage ratio of approximately 50% and a dock-high loading ratio of approximately 1 dock per 5,000-10,000 sq. ft. of warehouse storage. They are characterized by a small employment count due to a high level of automation, which reduces air quality and traffic impacts.
4. Indemnification. In compliance with the SBCC § 81.01.070, the applicant shall agree, to defend, indemnify, and hold harmless the County or its “indemnitees” (herein collectively the County’s elected officials, appointed officials (including Planning Commissioners), Zoning Administrator, agents, officers, employees, volunteers, advisory agencies or committees, appeal boards or legislative body)

from any claim, action, or proceeding against the County or its indemnitees to attack, set aside, void, or annul an approval of the County by an indemnitee concerning a map or permit or any other action relating to or arising out of County approval, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim, except where such indemnification is prohibited by law. In the alternative, the applicant may agree to relinquish such approval.

Any condition of approval imposed in compliance with the County Development Code or County General Plan shall include a requirement that the County acts reasonably to promptly notify the applicant of any claim, action, or proceeding and that the County cooperates fully in the defense. The applicant shall reimburse the County and its indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its indemnitees may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of their obligations under this condition to reimburse the County or its indemnitees for all such expenses.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The applicant's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

5. Revisions. Any proposed change to the approved use/activity on the site (e.g. from warehouse to manufacturing); or any increase in the developed area of the site or any expansion or modification to the approved facilities, including changes to structures building locations, elevations, signs, parking allocation, landscaping, lighting, allowable number of occupants (clients and/or employees); or a proposed change in the conditions of approval, including operational restrictions from those shown either on the approved site plan and/or in the conditions of approval shall require that an additional land use application (e.g., Revisions to an Approved Action) be submitted to the County Planning for review and approval.
6. Continuous Effect/Revocation. All of the conditions of this project are continuously in effect throughout the operative life of the project for the use approved. Failure of the property owner, tenant, applicant, developer or any operator (herein "developer") to comply with any or all of the conditions at any time may result in a public hearing and revocation of the approved land use, provided adequate notice, time and opportunity is provided to the property owner or other party to correct the non-complying situation

7. Expiration. This project permit approval shall expire and become void if it is not “exercised” within three (3) years of the effective date of this approval, unless an extension of time is approved. The permit is deemed “exercised” when either:
- a) The permittee has commenced actual construction or alteration under a validly issued building permit, or
 - b) The permittee has substantially commenced the approved land use or activity on the project site, for those portions of the project not requiring a building permit. (SBCC §86.06.060)

Occupancy of completed structures and operation of the approved and exercised land use remains valid continuously for the life of the project and the approval runs with the land, unless one of the following occurs:

- a) Construction permits for all or part of the project are not issued or the construction permits expire before the structure is completed and the final inspection is approved.
- b) The land use is determined by the County to be abandoned or non-conforming.
- c) The land use is determined by the County to be not operating in compliance with these conditions of approval, the County Code, or other applicable laws, ordinances or regulations. In these cases, the land use may be subject to revocation hearing and possible termination.

PLEASE NOTE: This will be the **ONLY** notice give of the approval expiration date. The “developer” is responsible to initiate any Extension of Time application.

8. Extension of Time. Extension of time to the expiration date (listed above or as otherwise extended) may be granted in increments each not to exceed an additional three (3) years beyond the current application date. An application to request consideration of an extension of time may be filed with the appropriate fees no less than thirty (30) days before the expiration date. Extensions of time may be granted based on a review of the application, which includes a justification of the delay in construction and a plan of action for completion. The granting of such an extension request is a discretionary action that may be subject to additional or revised conditions of approval or site plan modifications. (SBCC §86.06.060)
9. Development Impact Fees. Additional fees may be required prior to issuance of development permits. Fees shall be paid as specified in adopted fee ordinance.
10. Project Account. The Job Costing System (JCS) account number is P201500064. This is an actual cost project with a deposit account to which hourly charges are assessed by various county agency staff (e.g. Land Use Services, Public Work and County Counsel). Upon notice, the “developer” shall

deposit additional funds to maintain or return the account to a positive balance. The “developer” is responsible for all expenses charged to this account. Processing of the project shall cease if it is determined that the account has a negative balance and that an additional deposit has not been made in a timely manner. A minimum balance of \$1,000.00 shall be in the project account at the time of the project approval and the initiation of the Condition Compliance Review. Sufficient funds shall remain in the account to cover all estimated charges that may be made during each compliance review. All fees required for processing shall be paid in full prior to final inspection, occupancy and/or operation of each approved use in each approved structure or land use activity area.

11. Condition Compliance. In order to obtain construction permits for grading, or any new building, final inspection, the developer shall process a Condition Compliance Review Form for the development through County Planning in accordance with the directions stated in the Approval Letter. County Planning shall release their holds on each phase of development by providing to County Building and Safety the following:
 - Grading Permit – a copy of the signed CCRF for grading/land disturbance and two (2) “red” stamped and signed approved copies of the grading plans.
 - Building Permits – a copy of the signed CCRF for building permits and three (3) “red” stamped and signed approved copies of the final approved site plan.
 - Final Occupancy – a copy of the signed CCRF for tenant occupancy of each respective building, after an on-site compliance inspection by County Planning.

12. Additional Permits. The property owner, developer, and land use operator are all responsible to ascertain and comply with all laws, ordinances, regulations and any other requirements of Federal, State, County and Local agencies as are applicable to the development and operation of the approved land use and project site. These include:
 - a) FEDERAL: None
 - b) STATE: Regional Water Quality Control Board (RWQCB) – Santa Ana Region
 - c) COUNTY: Land Use Services-Planning, Building and Safety, Land Development, Code Enforcement; County Fire-Community Safety, Hazardous Materials; Public Health-Environmental Health Services (DEHS), Public Works-Traffic, Surveyor, Solid Waste Management
 - d) LOCAL: Fontana Water Company.

13. Continuous Maintenance. The property owner and “developer” shall continually maintain the property so that it is visually attractive and not dangerous to the health, safety and general welfare of both on-site uses (e.g. employees) and surrounding properties. The “developer” shall ensure that all facets of the

development are regularly inspected, maintained and that any defects are timely repaired. Among the elements to be maintained, include but are not limited to:

- a) Annual maintenance and repair. The developer shall conduct inspections for all structures, fencing/walls, walks, parking lots, driveways, and signs to assure proper structural, electrical and mechanical safety and a properly operating irrigation system.
- b) Graffiti and debris. The developer shall be remove graffiti and debris immediately with weekly maintenance.
- c) Landscaping. The developer shall maintain landscaping in a continual healthy thriving manner at proper height for required screening. Drought-resistance; fire retardant vegetation shall be used where practicable. Where landscaped areas are irrigated it shall be done in a manner designed to conserve water, minimizing aerial spraying.
- d) Dust control. The developer shall maintain dust control measures on any undeveloped areas where landscaping has not been provided.
- e) Erosion control. Measures shall be maintained to reduce water run-off, siltation, and promote slope stability.
- f) Architectural controls. Shall be enforced by the property owner to maintain compatibility of theme, material, unfaded colors, building mass, size and height.
- g) External Storage. The developer shall maintain external storage, loading, recycling and trash storage areas in a neat and orderly manner, and fully screened from public view. Outside storage shall not exceed the height of the screening walls.
- h) Metal Storage Containers. The developer shall NOT place metal storage containers in loading areas or other areas unless specifically approved by this or subsequent land use approvals.
- i) Signage. The developer shall maintain all on-site signs, including posted area signs (e.g. "No Trespassing") in a clean readable condition at all times. The developer shall remove all graffiti and repair vandalism on a regular basis. Signs on the site shall be of the size and general location as shown on the approved site plan or subsequently a County-approved sign plan.
- j) Lighting. The developer shall maintain any lighting so that they operate properly for safety purposes and do not project onto adjoining properties or roadways. Lighting shall adhere to applicable glare and night light rules.
- k) Parking and on-site circulation. The developer shall maintain all parking and on-site circulation requirements, including surfaces, all markings and traffic/directional signs shall be maintained in an unfaded condition as identified on the approved site plan. Any modification to parking and access layout requires the Planning Division's review and approval. The markings and signs shall be clearly defined, un-faded and legible; these include parking spaces, disabled space and access path of travel, directional designations and signs, stop signs, pedestrian crossing, speed humps, and "No Parking", "carpool", and "Fire Lane" designations.

- l) Fire Lanes. The developer shall clearly define and maintain in good condition at all times all markings required by the Fire Department, including “No Parking” designations and “Fire Lane” designations.
14. Performance Standards. The approved land uses shall operate in compliance with the general performance standards listed in the County Development Code Chapter 83.01, regarding air quality, electrical disturbance, fire hazards (storage of flammable or other hazardous materials), heat, noise, vibration, and the disposal of liquid waste.
15. Lighting. The glare from any luminous source, including on-site lighting shall not exceed one-half (0.5) foot-candle at property line. All lighting shall be limited to that necessary for maintenance activities and security purposes. This is to allow minimum obstruction of night sky remote area views. No light shall project onto adjacent roadway in a manner that interferes with on-coming traffic. All signs proposed by this project shall only be lit by steady, stationary, shielded light directed at the sign, by light inside the sign, by direct stationary neon lighting or in the case of an approved electronic message center sign alternating no more than once every five seconds.
16. Clear Sight Triangle. Adequate visibility for vehicular and pedestrian traffic shall be provided at clear sight triangles at all 90 degree angle intersections of public rights-of-way and private driveways. All signs, structure, and landscaping located within any clear sight triangle shall comply with the height and location requirement specified by County Development Code (SBCC§ 83.02.030) or as otherwise required by County Traffic.
17. Water Conservation. Structures shall incorporate interior and exterior water conservation measures (low-flow plumbing, water efficient landscaping, drip irrigation, minimization of turf areas, etc.) as required by the SBCC.
18. Construction Hours. Construction will be limited to the hours between 7:00 AM and 7:00 PM, Monday through Saturday in accordance with the SBCC standards. No construction activities are permitted outside of these hours or on Sundays and Federal holidays.
19. Signs. All existing signs must be removed before new signs can be installed. All signs must comply with and be permitted in accordance with SBCC §83.13, Sign Regulations.
20. Underground Utilities. There shall be no new above ground power or communication lines extended to the site. All new utilities shall be placed underground in a manner, which avoids disturbing any existing/natural vegetation

or the site appearance. Existing utilities around the site perimeter shall also be placed underground, where possible in coordination with the utility provider.

21. Operational Security. Implementation of operational security measures for commercial and industrial uses is highly recommended to include video surveillance and security patrols during non-business hours. The installation of exterior security lighting for all public areas in compliance with any night sky regulations is encouraged. This will assist in crime prevention and detection.
22. Access. The access point to the facility shall remain unobstructed at all times, except a driveway access gate which may be closed after normal working hours.
23. Operational Noise. *The County shall verify that the following notes shall be cited on the CUP Site Plan that:*
 - The building occupant shall place all stationary noise generating equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.*
24. Air Quality/Operational Mitigation. *The “developer” shall implement the following air quality mitigation measures, during operation of the approved land use: All on-site equipment and vehicles (off-road/ on-road), shall comply with the following:*
 - a. *County Diesel Exhaust Control Measures [SBCC §83.01.040 (c)]b Signs shall be posted requiring all vehicle drivers and equipment operators to turn off engines when not in use.*
 - b. *All engines shall not idle more than five minutes in any one-hour period on the project site. This includes all equipment and vehicles.*
 - c. *Engines shall be maintained in good working order to reduce emissions.*
 - d. *Ultra low-sulfur diesel fuel shall be utilized.*
 - e. *Electric, CNG and gasoline-powered equipment shall be substituted for diesel-powered equipment, where feasible.*
 - f. *On-site electrical power connections shall be made available, where feasible.*
 - g. *All transportation refrigeration units (TRU's) shall be provided electric connections, when parked on-site.*

[Mitigation Measure III-2] General/Operational Requirements/Planning

LAND USE SERVICES – Code Enforcement Division (909) 387-8311

25. Enforcement. If any County agency is required to enforce compliance with the conditions of approval, the property owner and “developer” shall be charged for such enforcement activities in accordance with the County Code Schedule of Fees. Failure to comply with these conditions of approval or the approved site plan design required for this project approval shall be enforceable against the property owner and “developer” (by both criminal and civil procedures) as provided by the San Bernardino County Code, Title 8 - Development Code; Division 6 - Administration, Chapter 86.09 - Enforcement.

26. Weed Abatement. The developer shall comply with San Bernardino County weed abatement regulations [SBCC§ 23.0301-23.0319] and periodically clear the site of all non-complying vegetation. This includes removal of all Russian thistle (tumbleweeds).

PUBLIC HEALTH – Environmental Health Services (DEHS) (800) 442-2283

27. Noise Level. Noise level shall be maintained at or below County Standards, Development Code §83.01.080. For information, contact DEHS at 1-800-442-2283.
28. Refuse Storage/Removal. All refuse generated at the premises shall at all times be stored in approved containers and shall be placed in a manner so that environmental public health nuisances are minimized. All refuse not containing garbage shall be removed from the premises at least **1** time per week, or as often as necessary to minimize public health nuisances. Refuse containing garbage shall be removed from the premises at least **2** times per week, or as often as necessary to minimize public health nuisances, by a permitted hauler to an approved solid waste facility in conformance with San Bernardino County Code Chapter 8, Section 33.0830 et. seq. For information, please call DEHS/LEA at: 1-800-442-2283.

COUNTY FIRE – Community Safety (909) 386-8400

29. Fire Jurisdiction. The above referenced project is under the jurisdiction of the San Bernardino County Fire Department herein (“Fire Department”). Prior to any construction occurring on any parcel, the developer shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current Uniform Fire Code requirements and all applicable statutes, codes, ordinances and standards of the Fire Department.

LAND USE SERVICES - Land Development Division– Drainage (909) 387-8311

30. Tributary Drainage. Adequate provisions should be made to intercept and conduct the tributary off site - on site drainage flows around and through the site in a manner, which will not adversely affect adjacent or downstream properties at the time the site is developed.
31. Natural Drainage. The natural drainage courses traversing the site shall not be occupied or obstructed.

32. Additional Drainage Requirements. In addition to drainage requirements stated herein, other "on-site" and/or "off-site" improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.
33. Continuous BMP Maintenance. The property owner/"developer" is required to provide periodic and continuous maintenance of all Best Management Practices (BMP) devices/facilities listed in the County approved Water Quality Management Plan (WQMP) for the project. This includes but is not limited to, filter material replacement and sediment removal, as required to assure peak performance of all BMPs. Furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods in effect at the time such maintenance occurs.
34. BMP Enforcement. In the event the property owner/"developer" (including any successors or assigns) fails to accomplish the necessary BMP maintenance within five (5) days of being given written notice by County Public Works, then the County shall cause any required maintenance to be done. The entire cost and expense of the required maintenance shall be charged to the property owner and/or "developer", including administrative costs, attorney's fees and interest thereon at the rate authorized by the County Code from the date of the original notice to the date the expense is paid in full.

PUBLIC WORKS - Traffic Division (909) 387-8186

35. Access. The project vehicles shall not back out into the public roadway.
36. Left Turn Movements. The left-turn movements will be restricted at the southern project driveway along Redwood Avenue.

PUBLIC WORKS - Solid Waste Management (909) 387-8701

37. Recycling Storage Capacity. The developer shall provide equal space and storage bins for both refuse and recycling materials. This requirement is to assist the County in compliance with the recycling requirements of AB 2176.
38. Mandatory Trash Service. This project falls within a Uniform Handling Service area. If uniform handling is implemented in all or part of a particular franchise area, all owners or a dwelling or a commercial or industrial unit within the uniform handling area who are required to have uniform handling service shall, upon notice thereof, be required to accept uniform handling service from the grantee holding a franchise agreement and pay the rate of such services. This

requirement is a stipulation of County Code Title 4, Division 6, Chapter 5, Section 46.0501.

39. Mandatory Commercial Recycling. Beginning July 1, 2012 all businesses defined to include a commercial or public entity that generates 4 or more cubic yards of commercial solid waste a week or is a multi-family residential dwelling of 5 units or more to arrange for recycling services. The County is required to monitor business recycling and will require the businesses to provide recycling information. This requirement is to assist the County in compliance with AB 341.

**PRIOR TO ISSUANCE OF DEMOLITION PERMITS
THE FOLLOWING SHALL BE COMPLETED**

LAND USE SERVICES - Building and Safety Division (909) 387- 8311

40. Demolition Permit: Obtain a demolition permit for any building/s or structures to be demolished. Underground structures must be broken in, back-filled and inspected before covering.

PUBLIC WORKS - Solid Waste Management (909) 387-8701

41. Construction and Demolition Waste Management Plan (CDWMP) Part 1. The developer shall prepare, submit, and obtain approval from Solid Waste Management Division (SWMD) of a CDWMP Part 1 for each phase of the project. The CWMP shall list the types and weights or volumes of solid waste materials expected to be generated from grading and construction. The CDWMP shall include options to divert from landfill disposal materials for reuse or recycling by a minimum of 50% of total weight or volume. Forms can be found on our website at: www.sbcounty.gov/dpw/solidwaste. An approved CDWMP Part 1 is required before a demolition permit can be issued.

Upon completion of construction, the developer shall complete SWMD's CDWMP Part 2 and shall provide documentation of diversion of materials including but not limited to receipts, invoices or letters showing material type(s) and weights or volume from diversion facilities or certification reuse of materials on site. An approved Part 2 of the CDWMP is required prior to issuance of building permits.

**PRIOR TO ISSUANCE OF GRADING PERMITS OR
ANY LAND DISTURBING ACTIVITY
THE FOLLOWING SHALL BE COMPLETED**

LAND USE SERVICES - Building and Safety Division (909) 387- 8311

42. Retaining Wall Plans: Submit plans and obtain separate building permits for any required walls or retaining walls.
43. Geology Report. A geology report shall be submitted to the Building and Safety Division for review and approval by the County Geologist and fees paid for the review prior to final project approval.
44. Geotechnical (Soil) Report. A geotechnical (soil) report shall be submitted to the Building and Safety Division for review and approval prior to issuance of grading permits.
45. Grading Plans. Grading plans shall be submitted to Building and Safety for review and approval prior to grading/land disturbance of more than 50 Cu Yards.
46. Erosion & Sediment Control Plan: An erosion and sediment control plan and permit shall be submitted to and approved by the Building Official prior to any land disturbance.
47. Erosion Control Installation: Erosion control devices must be installed at all perimeter openings and slopes. No sediment is to leave the job site.
48. NPDES. An NPDES permit - Notice of Intent (NOI) - is required on all grading of one (1) acre or more prior to issuance of a grading/construction permit. Contact your Regional Water Quality Control Board for specifics www.swrcb.ca.gov
49. Regional Board Permit Letter. CONSTRUCTION projects involving one or more acres must be accompanied by a copy of the Regional Board permit letter with the WDID #. Construction activity includes clearing, grading, or excavation that results in the disturbance of at least one (1) acre of land total.

LAND USE SERVICES - Planning Division (909) 387- 8311

50. Dust Control Plan. *The “developer” shall prepare, submit for review and obtain approval from County Planning of both a Dust Control Plan (DCP) consistent with SCAQMD guidelines and a signed letter agreeing to include in any construction contracts/ subcontracts a requirement that project contractors adhere to the requirements of the DCP. The DCP shall include the following requirements:*

- a. *Exposed soil shall be kept continually moist to reduce fugitive dust during all grading and construction activities, through application of water sprayed a minimum of two times each day.*
- b. *During high wind conditions (i.e., wind speeds exceeding 25 mph), areas with disturbed soil shall be watered hourly and activities on unpaved surfaces shall cease until wind speeds no longer exceed 25 mph.*
- c. *Storage piles that are to be left in place for more than three working days shall be sprayed with a non-toxic soil binder, covered with plastic or revegetated.*
- d. *Storm water control systems shall be installed to prevent off-site mud deposition.*
- e. *All trucks hauling dirt away from the site shall be covered.*
- f. *Construction vehicle tires shall be washed, prior to leaving the project site.*
- g. *Rumble plates shall be installed at construction exits from dirt driveways.*
- h. *Paved access driveways and streets shall be washed and swept daily when there are visible signs of dirt track-out.*
- i. *Street sweeping shall be conducted daily when visible soil accumulations occur along site access roadways to remove dirt dropped or tracked-out by construction vehicles.*
- j. *Site access driveways and adjacent streets shall be washed daily, if there are visible signs of any dirt track-out at the conclusion of any workday and after street sweeping.*

[Mitigation Measure III-3] Grading Permits/Planning

51. Construction Noise. *The “developer” shall submit and obtain approval from County Planning of a signed letter agreeing to include as a condition of all construction contracts/subcontracts requirements to reduce noise impacts during construction by implementing the following measures and submitting documentation of compliance: The developer/construction contractors shall do the following:*
- a. *During the project site excavation and grading, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with the manufactures standards.*
 - b. *The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.*
 - c. *The construction contractor shall limit all construction-related activities that would result in high noise levels between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday excluding holidays.*
 - d. *The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all project construction.*

- e. *The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.*
- f. *Prior to issuance of grading permits, the Applicant shall submit a mitigation plan prepared by a qualified engineer or other acoustical expert for review and approval by the Planning Division that identifies noise control measures that achieve a minimum 20 dBA reduction in construction related noise levels at the residential uses to the west, south, and east of the project site. The mitigation plan may include use of vibratory pile drivers or other pile driving noise controls, sound curtains, engineered equipment controls, or other methods. Noise control requirements shall be noted on project construction drawings and verified by the Building Department during standard inspection procedures.*
[Mitigation Measure XII-1] - Prior to Grading Permit/Planning

52. *Air Quality Construction Mitigation.* *The “developer” shall submit for review and obtain approval from County Planning of a signed letter agreeing to include as a condition of all construction contracts/subcontracts requirements to reduce vehicle and equipment emissions and other impacts to air quality by implementing the following measures and submitting documentation of compliance: The developer/construction contractors shall do the following:*

- a. *Provide documentation prior to beginning construction demonstrating that the project will comply with all SCAQMD regulations including 402, 403, 431.1, 431.2, 1113 and 1403.*
- b. *Each contractor shall certify to the developer prior to construction-use that all equipment engines are properly maintained and have been tuned-up within last 6 months.*
- c. *Each contractor shall minimize the use of diesel-powered vehicles and equipment through the use of electric, gasoline or CNG-powered equipment. All diesel engines shall have aqueous diesel filters and diesel particulate filters.*
- d. *All gasoline-powered equipment shall have catalytic converters.*
- e. *Provide onsite electrical power to encourage use of electric tools.*
- f. *Minimize concurrent use of equipment through equipment phasing.*
- g. *Provide traffic control during construction to reduce wait times.*
- h. *Provide on-site food service for construction workers to reduce offsite trips.*
- i. *Implement the County approved Dust Control Plan (DCP)*
- j. *Suspend use of all construction equipment operations during second stage smog alerts.*

NOTE: For daily forecast, call (800) 367-4710 (San Bernardino and Riverside counties).

[Mitigation Measure III-4] Grading Permits/Planning

53. *Excavation.* *If human remains are encountered on the property, the San Bernardino County Coroner’s Office Must be contacted within 24 hours of the find, and all work halted until a clearance is given by that office and any other*

involved agencies. Contact the County Corner at 175 South Lena Road, San Bernardino, CA 92415-0037 or (909) 387-2543.

54. Cultural Resources. The developer/property owner shall submit a letter to County Planning agreeing to adhere to the following requirements and shall include a note on the grading plans and in all construction contracts/subcontracts a provision that the project contractors shall also adhere to the following requirements:

In the event archaeological, paleontological and/or historical resources, including pottery, middens or human remains, are uncovered during earthmoving activities, all work in that area shall cease immediately and a qualified archaeologist shall be retained to access the findings, and if necessary provide appropriate disposition of the resources. Earthmoving shall be diverted temporarily around the deposits until they have been evaluated, recorded, excavated, and/or recovered as necessary. Earthmoving shall be allowed to proceed on the site when the archaeologist, in consultation with the appropriate Native American Tribe(s) and the County of San Bernardino Museum, determines the resources are recovered to their satisfaction.

If possible human remains are encountered during any earthmoving activities, all work shall stop in the area in which the find(s) are present, and the San Bernardino County Coroner must be notified. State law dictates that the Native American Heritage Commission (NAHC) shall be notified in the event that remains are determined to be human and of Native American decent, in accordance with California Public Resources Code Section 5097.98.

LAND USES SERVICES - Land Development Division– Drainage (909) 387-8311

55. Drainage Improvements. A Registered Civil Engineer shall investigate and design adequate drainage improvements to intercept and conduct the off-site and on-site drainage flows around and through the site in a manner, which will not adversely affect adjacent or downstream properties. Submit drainage study for review and obtain approval. A \$520 deposit for drainage review will be collected upon submittal to the Land Development Division.
56. Topo Map. A topographic map shall be provided to facilitate the design and review of necessary drainage facilities.
57. Grading Plans. Grading plans shall be submitted for review and approval obtained. A \$520 deposit for grading plan review will be collected upon submittal to the Land Development Division.
58. San Sevaine Fee. The project site is located within the San Sevaine Drainage Fee area and is subject to a fee of \$4,405 per net developed acre that is to be paid prior to issuance of any grading or building permit. (SBC Ord., No. 3358)

Total net developed acreage is 9.89 acres and the fee shall be \$43,565.45.

59. WQMP. A completed Water Quality Management Plan (WQMP) shall be submitted for review and approval obtained. A \$2,500 deposit for WQMP review will be collected upon submittal to the Land Development Division. The report shall adhere to the current requirements established by the Santa Ana Watershed Region. Copies of the WQMP guidance and template can be found at: <http://www.sbcounty.gov/dpw/land/npdes.asp>
60. WQMP Inspection Fee. The developer shall provide \$3,600 deposit to Land Development Division for inspection of the approved WQMP.

COUNTY FIRE – Community Safety (909) 386-8465

61. Water System. Prior to any land disturbance, the water systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using appendix IIIA of the Uniform Fire Code.

PRIOR TO ISSUANCE OF BUILDING PERMITS THE FOLLOWING SHALL BE COMPLETED

LAND USE SERVICES – Building and Safety Division (909) 387-8311

62. Construction Plans. Any building, sign, or structure to be constructed or located on site will require professionally prepared plans based on the most current County and California Building Codes, submitted for review and approval by the Building and Safety Division.

LAND USE SERVICES – Planning Division (909) 387-8311

63. Building Elevations. The developer shall obtain approval from County Planning for the exterior elevations on all four sides of the proposed building. The elevations shall demonstrate horizontal and vertical elements (e.g. trim design, architectural elements, windows, etc.). All sides of the building, except loading dock areas shall have landscape planters adjacent to the building walls. The use of trellises, arbors, planters and atriums is encouraged. All new proposed structures and their related elements shall be painted, treated, or otherwise finished to blend in to the surrounding existing architectural theme. Screening materials shall blend into adjacent architectural elements. All roof mounted

mechanical equipment shall be screened from view and shall be painted to match the roof color.

64. Underground Utilities. All new on-site utility lines (66KV or less) located on or around the perimeter of the site, shall be placed underground. The developer will work cooperatively with the County and appropriate utility agencies to underground these facilities.
65. AQ - Coating Restriction Plan. *The developer shall submit for review and obtain approval from County Planning of a Coating Restriction Plan (CRP), consistent with SCAQMD guidelines and a signed letter agreeing to include in any construction contracts/subcontracts a condition that the contractors adhere to the requirements of the CRP. The CRP measures shall be following implemented to the satisfaction of County Building and Safety:*
- a) *Interior architectural coatings with Reactive Organic Compounds (ROC) shall not have content greater than zero g/l.*
 - b) *Exterior architectural coatings with Reactive Organic Compounds (ROC) shall not have a content greater than 125 g/l.*
 - c) *Architectural coating volume shall not exceed the significance threshold for ROC, which is 75 lbs./day and the combined daily ROC volume of architectural coatings and asphalt paving shall not exceed the significance threshold for ROC of 75 lbs. per day.*
 - d) *High-Volume, Low Pressure (HVLP) spray guns shall be used to apply coatings.*
 - e) *Precoated/natural colored building materials, water-based or low volatile organic compound (VOC) coatings shall be used, if practical.*
 - f) *Comply with SCAQMD Rule 1113 on the use or architectural coatings.*
- [Mitigation Measure III-1] Building Permits/Planning*
66. Regional Transportation Facilities Fee. *This project falls within the Regional Transportation Development Mitigation Plan. The applicable fee shall be paid by a cashier's check to the Department of Public Works Business Office prior to issuance of a building permit.*
[Mitigation Measure XVI-1] Building Permits/Public Works
67. Landscape and Irrigation Plan. The developer shall submit and obtain approval of three sets of a Landscape Documentation Package, prepared by a Certified Landscape Professional in compliance with SBCC Chapter 83.10, Landscape Standards, and in compliance with the State Model Water Efficient Landscape Ordinance, as well as the East Valley Area Plan requirements. At a minimum, landscaping shall be in the required setbacks along the street frontages, adjacent to the structures, and within the parking areas. Planting plans shall utilize indigenous plant material, when possible, to minimize water consumption.

68. Signs. The applicant must submit separate sign plans for review and approval in compliance with Chapter 83.13, Sign Regulations, of the County Development Code for any signs proposed.
69. Screen Rooftop: All roof top mechanical equipment is to be screened from ground vistas.
70. Energy Efficiency for Commercial Development (GHG Reduction Measure R2E7). The developer shall provide and document that the design of the proposed structure exceeds the current Title 24 energy efficiency requirements as indicated below:
- Insulation – Modest Enhanced Insulation (5% > Title 24) (8 points)
 - Windows – Enhanced Window Insulation (15%>Title 24) (8 points)
 - Doors – Modestly Enhanced Insulation (5%>Title 24) (4 points)
 - Air Infiltration – Reduced Building Envelope Leakage (15%>Title 24) (8 points)
 - Heating/Cooling Distribution System – Modest Distribution Losses (5%>Title 24) (4 points)
 - Space Heating/Cooling Equipment – Efficiency HVAC (5% > Title 24) (4 points)
 - Water Heaters – High Efficiency Water Heaters (Conventional water heater that is 15% > Title 24) (8 points)
 - Daylighting – All rooms daylighted to at least 1,000 lumens (7 points)
 - Artificial Lighting – Very High Efficiency Lights (LED, etc. 20% > Title 24) (8 points)
 - Appliances – High Efficiency Energy Star Appliances (15% > Title 24) (8 points)
 - Building Placement – North/South alignment of building or other building placement such that the orientation of the buildings optimizes conditions for natural heating, cooling, and lighting. (4 points)
71. Water Use Reduction Goal - Per Capita Water Use Reduction Goal (GHG Reduction Measure R2WC-1). The project shall include the following irrigation/landscaping and potable water reduction measures that exceed the current Title 24 energy efficiency requirements as indicated below:
- Water Efficient Landscaping – Eliminate turf from landscaping (3 points).
 - Water Efficient Irrigation Systems – Smart irrigation control systems combined with drip irrigation (demonstrate 20% reduced water use (5 points).
 - Recycled Water – Graywater (purple pipe) irrigation system on site (5 points)
 - Showers – EPA High Efficiency Showerheads (15%> Title 24)
 - Toilets – EPA High Efficiency toilets and Waterless Urinals (15% > Title 24)+Commercial Bldg (6 points)
 - Faucets - EPA High Efficiency faucets (15%> Title 24) (3 points).

72. Vehicle Idling Restrictions (GHG Reduction Measure R2T1). All commercial vehicles are restricted to 5-minutes or less per trip on site and at loading docks (required of all commercial projects) (1 point)
73. Employment Based Trip and VMT Reduction Policy (GHG Reduction Measure R2T2). The project shall include the following employee trip reduction policies:
- Car/Vanpool – Employee car/vanpool program with preferred parking (2 points)
 - Employee Bicycle/Pedestrian Programs – Local transit within ¼ mile. (1 point)
 - Shuttle/Transit - Existing local transit is within ¼ mile (1 point)
74. Construction and Demolition Debris Diversion Program (GHG Reduction Measure R2W5). The project will recycle 20% of debris.
75. Outdoor Lighting Plan. Three copies of the proposed professionally prepared outdoor lighting plan, in accordance with SBCC §83.07 Glare and Outdoor Lighting, shall be submitted for plan review with appropriate fees. Approval of this shall be obtained with permits, prior to any lighting installation.

PUBLIC HEALTH – Environmental Health Services (DEHS) (800) 442-2283

76. Water Purveyor. Water purveyor shall be Fontana Water Company.
77. Water Letter. Applicant shall procure a verification letter from the water agency with jurisdiction. This letter shall state whether or not water connection and service shall be made available to the project by the water agency. The letter shall reference the Assessor's Parcel Number 0234-101-21. For projects with current active water connections, a copy of water bill with project address may suffice. For information, contact the Water Section at 1-800-442-2283.
78. Sewer. Method of sewage disposal shall be City of Fontana.
79. Wastewater Verification. Applicant shall procure a verification letter from the sewer agency with jurisdiction. This letter shall state whether or not sewer connection and service shall be made available to the project by the sewer agency. The letter shall reference the Assessor's Parcel Number 0234-101-21.

LAND USE SERVICES – Land Development Division – Roads (909) 387-8311

80. Road Dedication. The developer shall submit for review and obtain approval from the Land Use Services Department the following dedications. These shall

be submitted to the Land Use Services Department, located at 385 N. Arrowhead Ave., San Bernardino CA 92415-0187. Phone: (909) 387-8311.

Redwood Avenue (Collector Street – 66’)

- Road Dedication. A 3 foot grant of easement is required to provide a half-width right-of-way of 33’.
 - Sidewalks. Design sidewalks per County Standard 109 Type “C”.
 - Driveway Approach. Design driveway approach per San Bernardino County Standard 129B, and located per San Bernardino County Standard 130.
81. Road Standards and Design. All required street improvements shall comply with latest San Bernardino County Road Planning and Design Standards and the San Bernardino County Standard Plans. Road sections shall be designed to Valley Road Standards of San Bernardino County, and to the policies and requirements of the County Department of Public Works and in accordance with the General Plan, Circulation Element.
82. Encroachment Permits. Prior to installation of road and drainage improvements, a permit is required from County Public Works, Transportation Operations Division, Permit Section, (909) 387-8046, as well as other agencies prior to work within their jurisdiction. Submittal shall include a materials report and pavement section design in support of the section shown on the plans. Applicant shall conduct classification counts and compute a Traffic Index (TI) Value in support of the pavement section design.
83. Transitional Improvements. Right-of-way and improvements (including off-site) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.

PUBLIC WORKS - Solid Waste Management (909) 386-8701

84. Construction and Demolition Waste Management Plan (CDWMP) Part 1. The developer shall prepare, submit, and obtain approval from Solid Waste Management Division (SWMD) of a CDWMP Part 1 for each phase of the project. The CDWMP shall list the types and weights or volumes of solid waste materials expected to be generated from grading and construction. The CDWMP shall include options to divert from landfill disposal materials for reuse or recycling by a minimum of 50% of total weight or volume. Forms can be found on our website at: www.sbcounty.gov/dpw/solidwaste. An approved CDWMP Part 1 is required before a demolition permit can be issued.

Upon completion of construction, the developer shall complete SWMD’s CDWMP Part 2 and shall provide documentation of diversion of materials including but not

limited to receipts, invoices or letters showing material type(s) and weights or volume from diversion facilities or certification of reuse of materials on site. An approved Part 2 of the CDWMP is required prior to issuance of occupancy.

PUBLIC WORKS – Traffic Division

85. The project falls within the Regional Transportation Facilities Mitigation for the Fontana Subarea. This fee shall be paid by a cashier's check to the Department of Public Works Business Office. The Plan fees shall be computed in accordance with the Plan fees in effect as of the date that building plans are submitted and the building permit is applied for. These fees are subject to change periodically. Currently, the fee is \$1.55 a square foot for High Cube use. The building is 214,300 square feet per the latest site plan dated February 9, 2015. Therefore the total fee is estimated at \$332,165 (214,300 sq. ft. x \$1.55 per sq. ft.). The current Regional Transportation Fee Plan can be found at the following website:

http://www.sbcounty.gov/dpw/transportaiton/tranportation_planning.asp

COUNTY FIRE – Community Safety (909) 386-8400

86. Construction Permits. Fire Condition Letters shall automatically expire and become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Suspension or abandonment shall mean that no inspection by the Department has occurred with 180 days of any previous inspection. After a construction permit or Fire Condition Letter, becomes invalid and before such previously approved work recommences, a new permit shall be first obtained and the fee to recommence work shall be one-half the fee for the new permit for such work, provided no changes have been made or will be made in the original construction document for such work, and provided further that such suspension or abandonment has not exceeded one year. A request to extend the Fire Condition Letter or Permit may be made in writing PRIOR TO the expiration date justifying the reason that the Fire Condition Letter should be extended.

87. Access. The development shall have a minimum of 2 points of vehicular access. These are fire/emergency equipment access and for evacuation routes. Standard 902.2.1

- Single-Story Road Access Width. All buildings shall have access provided by approved roads, alleys, and private drive with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions.

- Multi-Story Road Access Width. Building three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. [F41]
88. Primary Access Paved. Prior to building permits being issued to any new structure, the primary access road shall be paved or an all weather surface and shall be installed as specified in the General Requirement conditions (Fire #F-9), including width, vertical clearance and turnouts, if required. [F89]
 89. Building Plans. Not less than three (3) complete sets of Building Plans shall be submitted to the Fire Department for review and approval. [F42]
 90. Fire Fees. The required fire fees shall be paid to the San Bernardino County Fire Department/community Safety Division (909) 386-8400. This fee may be in addition to fire fees that are paid to the appropriate City.
 91. Combustible Protection. Prior to combustibles, being placed on the project site an approved paved road with curb and gutter and fire hydrants with an acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy. [F44]
 92. Water System Large Commercial. A water system approved and inspected by the Fire Department is required. The system shall be operational, prior to any combustibles being stored on the site. The applicant is required to provide a minimum of one new six (6) inch fire hydrant assembly with one (1) two and one half (2 ½) inch and two (2) four (4) inch outlet. All fire hydrants shall be space no more than three hundred (300) feet apart (as measured along vehicular travel-ways) and no more than one hundred fifty (150) feet from any portion of a structure. [F54A]
 93. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12% grade and have a minimum of forty five (45) foot radius for all turns. In the FS1, FS2, or FS-3 Fire Safety Overlay District areas, there are additional requirements. Standard 902.2.1 [F43]
 94. Fire Sprinkler-NFPA #13. An automatic fire sprinkler system complying with NFPA Pamphlet #13 and the Fire Department standards is required. The applicant shall hire a Fire Department approved fire sprinkler contractor. The fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans (minimum 1/8" scale) shall include hydraulic calculations and manufactures specification sheets. The contractor shall submit plans showing type of storage and use with the applicable protection system. The required fees shall be paid at the time of plan submittal. [F59]

95. Roof Certification: A letter from a licensed structural (or truss) engineer shall be submitted with an original wet stamp at the time of fire sprinkler plan review, verifying the roof is capable of accepting the point loads imposed on the building by the fire sprinkler system design. [F59A]
96. Building Access. Where building access is required by Table 3206.2, fire apparatus access roads in accordance with Section 503 shall be provided within 150 feet (45 720 mm) of all portion of the exterior walls of buildings used for high-piled storage.
97. Number of Doors Required. A minimum of one access door shall be provided in each 100 lineal feet (30 480 mm), or fraction thereof, of the exterior walls that face required fire apparatus access roads. The required access doors shall be distributed such that the lineal distance between adjacent doors does not exceed 100 feet (30 480 mm).
98. Fire Alarm. An automatic monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for 100 heads or more. The applicant shall hire a Fire Department approved fire alarm contractor. The fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. Standard 1007.1.1FA. [F62]
99. High-Piled Storage. The applicant shall submit an application for high-piled storage (internal storage over twelve (12) feet in height), three (3) sets of detailed plans and a commodity analysis report to the Fire Department for review and approval. The applicant shall submit the approved plan to Building and Safety for review with building plans. If the occupancy classification is designated as S-2, commodities to be stored will be limited to products of light hazard classification only. The required fees shall be paid at the time of plan submittal. [F66]
100. Street Sign. This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the nearest street corner to the project. Installation of the temporary sign shall be prior accomplished prior to any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed. Standard 901.4.4 [F72]
101. Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-I occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 m²) which generate finely divided combustible waste or which use finely divided combustible materials. [SFM] A fire wall of less than 4-hour fire resistance rating without openings, or any fire wall with openings, shall not be used to establish separate fire areas.

Discharge and where every room where care is provided has at least one exterior exit door.

102. Class I standpipe system. A Class I standpipe system is required. A Fire Department approved fire sprinkler contractor shall submit three (3) sets of hydraulic calculations and detailed plans to the Fire Department for review and approval, showing type of storage and use with the applicable protection system. Commercial and industrial buildings in excess of two hundred thousand (200,000) square feet with an interior area less than four hundred (400) feet in width, shall be equipped with a Class I standpipe system, located at every other access door maximum of three hundred (300) feet spacing. Buildings with an interior area greater than four hundred (400) feet in width shall be equipped with a Class I standpipe system located at every access door maximum of one hundred (100) foot spacing. Standpipe connections shall be configured to reach any portion of interior space within two hundred (200) feet in any direction of travel. This system shall be calculated to provide two hundred and fifty (250) gpm @ 100 psi per hose outlet from an adjacent fire sprinkler riser with two hand lines flowing. The two most hydraulically remote outlets are to be included in the design for a total flow of 500 gpm minimum per system. A Fire Department approved fire sprinkler contractor shall submit four (4) sets of hydraulic calculations and detailed plans, showing type of storage and use with the applicable protection system. The required fees shall be paid at the time of plan submittal. Standard 8102.9.2 [F70]

**PRIOR TO FINAL INSPECTION OR OCCUPANCY
THE FOLLOWING SHALL BE COMPLETED**

LAND USE SERVICES – Building and Safety Division (909) 387-4226

103. Condition Compliance Release Form Sign-off. Prior to occupancy all Department/Division requirements and sign-off's shall be completed.

LAND USE SERVICES - Planning Division (909) 387-8311

104. Landscape Certificate of Completion: All landscaping, dust control measures, all walls/fences, pedestrian walkways, irrigation systems, etc. as delineated on the approved landscape plan and/or site plan shall be installed. The developer shall submit the Landscape Certificate of Completion verification as required in SBCC Section 83.10.100. Supplemental verification should include photographs of the site and installed landscaping.
105. On-site Improvements: Parking, on-site circulation requirements, and all on-site improvements shall be installed per approved site plan.

106. Building Elevations. The building construction shall be completed in conformance with the approved architectural elevations to the satisfaction of County Planning.
107. Disabled Access: Disabled access parking spaces shall be clearly marked as disabled spaces and said markings shall be maintained in good condition at all times.
108. GHG – Installation. The developer shall submit for review and obtain approval from County Planning evidence that all GHG reduction measures have been installed, implemented and that specified performance objectives are being met.
109. Fees Paid: Prior to final inspection by the Building and Safety Division and/or issuance of a Certificate of Conditional Use by the Planning Division, all fees required under actual cost job number P201500064 shall be paid in full.
110. Wheel Stops. All back-in truck trailer parking spaces shall have a wheel stop or other physical barrier twelve feet from any wall, fence or building to prevent damage. All other vehicle spaces shall have wheel stops or curbs installed when adjacent to fences, walls or buildings; these shall be three feet (3') away from such facilities.
111. Air Quality/Installation. *The developer shall submit for review and obtain approval from County Planning of evidence that all air quality mitigation measures have been installed, implemented properly and that specified performance objectives are being met to the satisfaction of County Planning and County Building and Safety. These installations/ procedures include the following:*
 - a. *Dust Control Plan (DCP)*
 - b. *Coating Restriction Plan (CRP)**[Mitigation Measure III-5] Final Inspection/Planning*
112. Vibration Mitigation. *In the event that roadway improvements are necessary, the Applicant shall ensure that vibration associated with the use of a vibratory roller will not exceed the vibration damage potential for older residential structure of 0.30 PPV and the vibration annoyance potential of 0.04 PPV (distinctly perceptible) established by Caltrans. Supplemental analysis shall be performed and submitted for the review and approval of the Planning Division prior to the start of construction activities.*
[Mitigation Measure XII-2] Occupancy Permits/Planning

LAND USE SERVICES - Land Development Division– Drainage (909) 387-8311

113. Drainage Improvements. All required drainage improvements shall be completed by the applicant. The private registered engineer shall inspect and certify the improvements have been completed according to the approved plans. Certification letter shall be submitted to Land Development.
114. WQMP Improvements. All required WQMP improvements shall be completed by the applicant, inspected and approved by County Public Works. An electronic file of the final and approved WQMP shall be submitted to Land Development Division, Drainage Section.

LAND USE SERVICES - Land Development Division– Roads (909) 387-8311

115. Road Improvements. All required on-site and off-site improvements shall be completed by the applicant, inspected and approved by County Public Works.
116. Open Roads/Cash Deposit. Existing County roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, during actual construction. A cash deposit shall be made to cover the cost of grading and paving prior to issuance of road encroachment permit. Upon completion of the road and drainage improvement to the satisfaction of the Department of Public Works, the cash deposit may be refunded
117. Structural Section Testing. A thorough evaluation of the structural road section, to include parkway improvements, from a qualified materials engineer, shall be submitted to County Public Works.
118. Parkway Planting. Trees, irrigation systems, and landscaping required to be installed on public right-of-way shall be approved by the County Public Works and Current Planning and shall be maintained by the adjacent property owner or other County-approved entity.

PUBLIC WORKS – Solid Waste Management (909) 387-8701

119. C&D Plan – Part 2. The developer shall complete SWMD's CDWMP Part 2 for construction and demolition. This summary shall provide documentation of diversion of materials including but not limited to receipts, invoices or letters from diversion facilities or certification of reuse of materials on site. The CDWMP Part 2 shall provide evidence to the satisfaction of SWMD that demonstrates that the project has diverted from landfill disposal, material for reuse or recycling by a minimum of 50% of total weight or volume of all construction waste.

COUNTY FIRE – Community Safety (909) 386-8400

120. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. In areas where snow removal occurs or non-paved roads exist, the blue reflective hydrant marker shall be posted on an approved post along the side of the road, no more than three (3) feet from the hydrant and at least six (6) feet high above the adjacent road. Standard 901.4.3. [F80]
121. Commercial. Large facility Addressing. Commercial and industrial developments in excess of 100,000 square feet shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1 ½) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. Standard 901.4.4 [F83]
122. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. In commercial, industrial and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Standard 902.4 [F86]
123. Override Switch. Where an automatic electric security gate is used, an approved Fire Department override switch (Know ®) is required. Standard 902.4 [F86]
124. Fire Extinguishers. Hand portable fire extinguishers are required. The location, type and cabinet design shall be approved by the Fire Department. [F88]
125. Occupancy. It shall be unlawful to occupy any portion of a building or structure until the required fire detection, alarm and suppression systems have been tested and approved.

COUNTY FIRE - Hazardous Materials Division (909) 386-8401

126. Release of Hazardous Materials. Prior to occupancy, operator shall submit disclosure information using the California Environmental Reporting System (CERS) for emergency release or threatened release of hazardous materials and wastes or apply for exemption from hazardous materials laws and regulations. Contact the Office of the Fire Marshal, Hazardous Materials Division at (909) 386-8401.

127. Handlers Permit. Prior to occupancy, developer shall be required to apply for one or more of the following: a Hazardous Materials Handler Permit, a Hazardous Waste Generator Permit, an Aboveground Storage Tank Permit, and/or an Underground Storage Tank permit. For information call Office of the Fire Marshal, Hazardous Materials Division at (909) 386-8401.

**PRIOR TO TENANT OCCUPANCY
THE FOLLOWING SHALL BE COMPLETED**

LAND USE SERVICES - Building and Safety Division (909) 387-8311

128. Tenant Occupancy. Any building without specified tenants and/or land use may receive final inspection for construction purposes ONLY. Buildings that do not have specific occupants or use classification defined at the time of final inspection will receive only a "final construction" approval. When individual "tenants" and/or "land uses" are identified, or a change of "use" and/or "tenant" is proposed, depending on occupancy impacts, the "developer" shall submit for review with appropriate fees and obtain approval of a Tenant Review. The County Building Official may determine in this process that additional land use review and approval is required by County Planning. A construction plan review for Tenant Improvements may be processed simultaneously with the Tenant Review. Only after a construction permit has been issued, all work/installations completed, and a final inspection is signed will an "Occupancy Permit" be granted to individual tenants.

LAND USE SERVICES - Planning Division (909) 387-8311

129. Notification. The developer shall provide a copy of these conditions of approval and a copy of the approved plot map to any future property owner, lessee, operator, and/or tenant to notify each interested party of the land use approval and conditions of operation, maintenance, the approved land use and any restrictions/requirements that have been imposed.
130. 75% Solid Waste Diversion Program (GHG Reduction Measure R2W6). The project will provide commercial/industrial recycling programs that fulfills an on-site goal of 75% diversion of solid waste.

END OF CONDITIONS

EXHIBIT F

Estimated

Development Impact Fees

Sewer Connection Charges/LAFCO Fee

PER MOU between City and County (Western Sphere Area)

Impact Fees	Fee	Multiplier	Fee Amount
*Fire Facilities	\$0.10 x 50%	214,300 sq. ft.	\$10,715.00***
Engineering Fees			
*Storm Drain Fee	\$20,388 x 50%	9.85 acres	\$100,410.90***
Sewer Deposit	\$107.76 per month	4 month deposit	\$431.04***
City Sewer Connection Master Fee	\$876.61 Per EDU	1.5984**	\$1,401.17***
City Sewer Connection Permit	\$25.00		\$25.00***
*Sanitary Sewage Facilities Expansion Fee (Inland Empire Utilities Agency)	\$5,415 Per EDU Effective 1/1/16 \$6,009 Per EDU Effective 1/1/17 \$6,309 Per EDU Effective 7/1/17 \$6,624 Per EDU Effective 7/1/18	1.5984**	\$8,655.34*** (Based on IEUA fee schedule effective 1/1/16 to 1/1/17)
LAFCO Fee	\$2,475.00		\$2,475.00
Total			\$124,113.45

*Indicates a pass through fee collected for other agencies. Fire and storm drain fees are reduced by 50% as this project is located in the Infill area.

**The proposed structure for this project is a shell building only at this time. Equivalent Dwelling Units (EDU's) have been estimated for the project and will be adjusted at time of plan check for the sewer "construction" permit.

*** Fees shall be due and payable prior to issuance of the sewer "construction" permit issued by the Engineering Department. Additional fees will apply for the permit issuance and inspection. The estimated fee will be collected at the actual rate when the construction permit is issued.