

**City of Rialto Application and Plan for
Service/Fiscal Impact Analysis, Pre-
annexation and Development Agreement
including City Council Staff Report
Approving the Pre-annexation and
Development Agreement, and Lytle Creek
Ranch Specific Plan**

Attachment 2

**SAN BERNARDINO LAFCO
APPLICATION AND PRELIMINARY
ENVIRONMENTAL DESCRIPTION FORM**

INTRODUCTION: The questions on this form and its supplements are designed to obtain enough data about the proposed project site to allow the San Bernardino LAFCO, its staff and others to adequately assess the project. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

GENERAL INFORMATION

1. NAME OF PROPOSAL: Lytle Creek Ranch Specific Plan

2. NAME OF APPLICANT: City of Rialto
MAILING ADDRESS: 150 S. Palm Ave
Rialto, CA 92376
PHONE: (909) 820-2525
FAX: (909) 820-2527
E-MAIL ADDRESS: ggibson@rialto.ca.gov

3. GENERAL LOCATION OF PROPOSAL: Northern portion of Rialto
City boundaries; North of Riverside Ave and
South of Lytle Creek Wash

4. Does the application possess 100% written consent of each landowner in the subject territory?
YES ___ NO If YES, provide written authorization for change.

5. Indicate the reasons that the proposed action has been requested. The annexation
has been requested to facilitate orderly development
and to consolidate the property within city boundaries
to the portion within the City Sphere of Influence

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory?
YES ___ NO If YES, please provide a written justification for the proposed boundary
configuration.

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres): 1,078 acres

2. Current dwelling units in area classified by type (Single Family detached, multi-family (duplex, four-plex, 10-unit), apartments) vacant

3. Approximate current population in area: 0

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s): (see attached map) Rialto General Plan

San Bernardino County General Plan designation(s) and uses permitted by this designation(s): FW, RS-20M (see attached map)

5. Describe any special land use concerns expressed in the above plans. In addition, for a City Annexation or Reorganization, provide a discussion of the land use plan's consistency with the regional transportation plan as adopted pursuant to Government Code Section 65080 for the subject territory:
Air, Noise, Biology, Geological and Traffic concerns were all studied for the project. These studies were included in an EIR which proposed the appropriate mitigation measures.

6. Indicate the existing land use. vacant

What is the proposed land use?
See attached Lytle Creek Land Use Plan

7. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following:

- a. Has pre-zoning been completed? YES NO
- b. If the response to "a" is NO, is the area in the process of pre-zoning? YES NO

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.

Lytle Creek Specific Plan - See attached Rio Arriba
Zoning MAP

8. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)? YES ___ NO If YES, please explain.

9. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item:

- | | |
|---|---|
| <input type="checkbox"/> Agricultural Land Uses | <input type="checkbox"/> Agricultural Preserve Designation |
| <input type="checkbox"/> Williamson Act Contract | <input checked="" type="checkbox"/> Area where Special Permits are Required |
| <input type="checkbox"/> Any other unusual features of the area or permits required: <u>Army Corp Permit 404,</u>
<u>CA Fish and Wildlife Streambed Alteration Permit 1602,</u>
<u>CA Regional Water Quality Permit 401</u> | |

10. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract.

N/A

11. Provide a narrative response to the following factor of consideration as identified in §56668(o): *The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services:*

The project has a wide variety of product planned
within the community that is designed for a wide
variety of the population with different economic needs.

ENVIRONMENTAL INFORMATION

1. Provide general description of topography. The project area consists of a
wide, gently sloping, stony alluvial plain at the base of
the San Bernardino Mountains. It gradually falls to the
southeast with a slope averaging 3 percent.

2. Describe any existing improvements on the site as % of total area.

Residential	<u>0</u> %	Agricultural	<u>0</u> %
Commercial	<u>0</u> %	Vacant	<u>100</u> %
Industrial	<u>0</u> %	Other	<u> </u> %

3. Describe the surrounding land uses:

NORTH Lytle Creek Wash/mining
EAST Mining
SOUTH Residential
WEST I 15 Freeway, Vacant

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

There will be a reetment constructed along Lytle Creek Wash. There will also be the other basic improvements including Streets, sewer, water and storm drain

5. Will service extensions accomplished by this proposal induce growth on this site? YES NO Adjacent sites? YES NO Unincorporated Incorporated

These Service extensions have been considered in the EIR for the project.

6. Are there any existing out-of-agency service contracts/agreements within the area? YES NO If YES, please identify.

7. Is this project a part of a larger project or series of projects? YES NO If YES, please explain.

This project is part of the Lytle Creek Specific Plan

NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME County of San Bernardino TELEPHONE NO. (909) 387-8311

ADDRESS: 385 N. Arrowhead Ave, San Bernardino, CA 92415

NAME Boral Roofing Rialto TELEPHONE NO. (909) 428-1728

ADDRESS: 3511 N. Riverside Ave, Rialto, CA 92371

NAME _____ TELEPHONE NO. _____

ADDRESS: _____

CERTIFICATION

As a part of this application, the city of RIALTO, or the WEST VALLEY WATER district, (the applicant) and/or the CITY OF RIALTO (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the 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, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We 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.

As the proponent, I/We acknowledge that annexation to the city of RIALTO or the WEST VALLEY WATER district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 9/15/15

[Signature]
SIGNATURE OF APPLICANT
GINA GIBSON
PRINTED NAME OF APPLICANT

PLANNING MANAGER
TITLE

5. Will service extensions accomplished by this proposal induce growth on this site? YES
 NO Adjacent sites? YES NO Unincorporated Incorporated

6. Are there any existing out-of-agency service contracts/agreements within the area? YES
 NO If YES, please identify.

7. Is this proposal a part of a larger project or series of projects? YES NO If YES, please explain.

NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME _____ TELEPHONE NO. _____

ADDRESS:

NAME _____ TELEPHONE NO. _____

ADDRESS:

NAME _____ TELEPHONE NO. _____

ADDRESS:

CERTIFICATION

As a part of this application, the City/Town of RIALTO, or the WEST VALLEY WATER District/Agency, _____ (the applicant) and/or the CITY OF RIALTO (real party in interest - landowner and/or registered voter of the application subject property) 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.

As the person signing this application, I 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 and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 9/15/15


SIGNATURE

GINA GIBSON
Printed Name of Applicant or Real Property in Interest
(Landowner/Registered Voter of the Application Subject Property)

PLANNING MANAGER
Title and Affiliation (if applicable)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- CITY INCORPORATION SUPPLEMENT
- FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

SUPPLEMENT
ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

INTRODUCTION: The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the San Bernardino LAFCO, its staff and others to adequately assess the project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO
City of Rialto
West Valley Water District

DETACHED FROM
San Bernardino Fire Protection District and County Service Area 70 and Zone G+1
County Service Area SL-1

2. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

Utility Users Tax

3. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

SL-1

4. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

The project provides for a wide range of housing from different sizes of single family detached to multi-family residential. The City has included the project within its Regional Housing Needs Assessment

The existence of any social or economic communities of interest in the area.

EL PANICHO VERDE MUNICIPAL ADVISORY COMMITTEE

The present and probable need for public facilities or services related to sewers, municipal and industrial water, or structural fire protection for any disadvantaged unincorporated community, as defined by Govt. Code Section 56033.5, within the existing sphere of influence.

3. If the proposal includes a city sphere of influence change, provide a written statement of whether or not agreement on the sphere change between the city and county was achieved as required by Government Code Section 56425. In addition, provide a written statement of the elements of agreement (such as, development standards, boundaries, zoning agreements, etc.) (See Government Code Section 56425)

N/A

4. If the proposal includes a special district sphere of influence change not considered to be minor, provide a written statement: (a) specifying the function or classes of service provided by the district(s) and (b) specifying the nature, location and extent of the functions or classes of service provided by the district(s). (See Government Code Section 56425(i))

N/A

5. For any sphere of influence amendment either initiated by an agency or individual, or updated as mandated by Government Code Section 56425, the following service review information is

required to be addressed in a narrative discussion, and attached to this supplemental form (See Government Code Section 56430):

- a. Growth and population projections for the affected area.
- b. Location and characteristics of disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- c. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies, including those associated with a disadvantaged unincorporated community.
- d. Financial ability of agencies to provide services.
- e. Status of, and opportunities for, shared facilities.
- f. Accountability for community service needs, including governmental structure and operational efficiencies.


If additional sheet are submitted or a separate document provided to fulfill Item #5, the narrative description shall be signed and certified by an official of the agency(s) involved with the sphere of influence review as to the accuracy of the information provided. If necessary, attach copies of documents supporting statements.

CERTIFICATION

As a part of this application, the city of PIALTO, or the WEST VALLEY WATER district, CITY OF PIALTO (the applicant) and/or the (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the 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, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We 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.

I hereby certify that the statements furnished above present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 9/15/15



 SIGNATURE OF APPLICANT
GINA GIBSON

 PRINTED NAME
PLANNING MANAGER

 TITLE

NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME City of Rialto TELEPHONE NO. (909) 820-2525

ADDRESS: 150 S. Palm Ave, Rialto, CA 92376

NAME Lytle Development TELEPHONE NO. (909) 937-4058

ADDRESS: 285 W. Rialto, Suite B, Rialto, CA 92376

NAME West Valley Water District TELEPHONE NO. (909) 875-1804

ADDRESS: 855 W. Baseline Rd., Rialto CA 92376

CERTIFICATION

As a part of this application, the city of RIALTO or the WEST VALLEY WATER district, (the applicant) and/or the CITY OF RIALTO (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the 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, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We 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.

As the proponent, I/We acknowledge that annexation to the city of RIALTO or the WEST VALLEY WATER district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 1/15/15

[Signature]
SIGNATURE OF APPLICANT
GINA GIBSON
PRINTED NAME OF APPLICANT
PLANNING MANAGER
TITLE

Lytle Creek Project Plan for Service and Fiscal Impact Analysis City of Rialto

Prepared for:

City of Rialto
150 South Palm Avenue
Rialto, CA 92376
Attn: Robb Steel, Assistant City Administrator/Development Services Director
909.820.8008

October 9, 2014


SRHA Job #1271

CERTIFICATION

The City of Rialto hereby certifies that this document presents the data and information required for the Plan for Service and Fiscal Impact Analysis for the *Lytle Creek Project* to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE

10/9/14

A handwritten signature in blue ink, appearing to read "Mike Story", written over a horizontal line.

SIGNATURE OF APPLICANT

Mike Story, City Administrator
City of Rialto, California

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EXECUTIVE SUMMARY

This report provides an assessment of public service delivery capabilities of the City of Rialto and other agencies or special districts affected by the proposed annexation of a portion of the Lytle Creek Project into the City of Rialto. The proposed annexation portion of the Lytle Creek Project is located within the City's sphere of influence in unincorporated San Bernardino County. The remaining portion of the Lytle Creek project is located within the city limits of Rialto.

This report is being submitted to the County of San Bernardino Local Agency Formation Commission (LAFCO) as a "Plan for Service" required by California Government Code Section 56653. Currently, the City of Rialto provides a limited number of public services to the Project Area within the City including fire and paramedic services. The County of San Bernardino provides many other services to the unincorporated area of the project, including general government, development services, sheriff patrol, public library, regional parks and recreation, street lighting, transportation, flood control and drainage, and health and welfare.

After annexation, the City of Rialto would provide services including general government, community development, fire and paramedic services, police protection, local parks and recreation, community services and public works services to the annexed area. The County of San Bernardino will continue to provide Countywide services such as regional parks and recreation, regional flood control and drainage, law and justice, health and welfare.

Based on an analysis of current service delivery capabilities, the City is equipped to handle additional demand from the proposed Annexation Area and the portion of the Lytle Creek Project that is currently in the City. This report explains the transfer of service requirements upon annexation, estimates development impact fees and other cost responsibilities.

In addition to projecting the fiscal impacts to the City for the Annexation Area Only and the Total Project, the recurring fiscal impacts to the City include projected impacts with and without the current City utility user tax. Rialto voters approved a five year extension of the utility user tax (UUT) on March 2013. The UUT is approved through June 2018. Because the UUT will need voter approval to be extended before buildout of the Lytle Creek Project, the fiscal analysis projects impacts to the Rialto General Fund both with and without the UUT.

As shown in Table 1, a recurring annual surplus is projected for both the Annexation Area Only and the Total Project with the utility user tax after buildout. Without the utility user tax, after buildout an annual recurring deficit is projected for the Annexation Area Only and a recurring annual surplus is projected for the Total Project. However, it should be noted that the fiscal impact of the Total Project area is positive under both scenarios, with and without Utility Users Tax, and this is the relevant geography for fiscal analysis since both the annexation area and the area already within the City of Rialto are essential for a viable development. The fiscal analysis of the Annexation Area Only is included in Chapter 5 and the fiscal analysis of the Total Project is presented in Appendix B.

Table 1
Summary of Projected Fiscal Impacts after Buildout
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Lytle Creek Project	Annual Recurring Revenues	Annual Recurring Costs	Annual Recurring Surplus	Revenue/ Cost Ratio
<u>WITH UTILITY USER TAX</u>				
<u>Annexation Area Only</u>	\$6,689,174	\$6,174,653	\$514,521	1.08
<i>Annual Surplus per Unit</i>			\$161	
<u>Total Project</u>	\$13,735,912	\$11,368,214	\$2,367,698	1.21
<i>Annual Surplus per Unit</i>			\$378	
<u>WITHOUT UTILITY USER TAX</u>				
<u>Annexation Area Only</u>	\$5,683,405	\$6,174,655	(\$491,250)	0.92
<i>Annual Surplus or (Deficit) per Unit</i>			(\$154)	
<u>Total Project</u>	\$11,737,949	\$11,368,215	\$369,734	1.03
<i>Annual Surplus per Unit</i>			\$59	

Source: Stanley R. Hoffman Associates, Inc.

CHAPTER 1 INTRODUCTION

The annexing portion of the Lytle Creek Project is located within the City's sphere of influence in unincorporated San Bernardino County on the northern boundary of the City of Rialto in the foothills of the San Bernardino Mountains, as shown in Figure 1-1. The remaining portion of the Lytle Creek project is located within the city limits of Rialto.

Regionally, the City of Rialto is located approximately 60 miles east of downtown Los Angeles and 103 miles north of San Diego, in the western portion of the San Bernardino Valley. The primary regional transportation linkages include the Foothill Freeway (State Route 210), which traverses through the central portion of the City in an east-west direction, and the Ontario Freeway (Interstate 15), which borders the City to the north, providing regional access to the project area. Secondary regional transportation access is provided by the Interstate 215 Freeway to the northeast. From the I-15, direct access to the project site is provided by Sierra and Riverside Avenues. Riverside Avenue runs along the southwestern boundary of the site. Access to the site from State Route 210 is available via an interchange at Riverside Avenue.

1.1 Purpose of the Study

The Local Agency Formation Commission (LAFCO) for San Bernardino County requires a Plan for Service and Fiscal Impact Analysis be prepared and certified when a jurisdiction is affected by a proposed change of organization or reorganization (e.g., annexation, formation). The unincorporated portion of the proposed project intends to annex into the City of Rialto, which requires the City to show that the necessary infrastructure improvements and services can be provided to the proposed development. Per the LAFCO August 2012 *Policy and Procedure Manual*, the Plan for Service must include the following components:

- a. *A description of the level and range of each service to be provided to the affected territory.*
- b. *An indication of when those services can feasibly be extended to the affected territory.*
- c. *An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.*
- d. *The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.*

Figure 1-1
Lytle Creek Project Regional Location¹



 **KTGY GROUP INC**
ARCHITECTURE • PLANNING

Note: 1. The solid black line represents the Rialto City boundary.

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company
KTGY Group, Inc.

- e. *An indication of whether the affected territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.*
- f. *If retail water service is to be provided through this change of organization, provide a description of the timely availability of water for projected needs within the area based upon the factors identified in Government Code Ch3 65352.5.*

1.2 Overview of the City of Rialto

The City of Rialto is an ethnically diverse community with a 2014 population of 101,429. The City has its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, Community Center and new Senior Center. The City has a diversified mix of manufacturing, distribution, service and retail businesses. Major employers in the city include the Rialto City Unified School District, Fed Ex – Ground, Target Distribution Center, Staples Distribution Center, Eagle Roofing Products, Toys R Us, Wal-Mart, Bisco America Corporation, Crestview Convalescent Hospital and Home Depot.

1.3 Organization of the Report

Chapter 2 contains the description of the Annexation Area and the Total Project Area. The analysis of existing public service delivery in the Annexation Area and upon annexation into the City is presented in Chapter 3. Chapter 4 discusses the development impact fees and charges for infrastructure associated with the proposed project. The fiscal impact analysis of the annual operations and maintenance costs for the provision of services to the Annexation Area is provided in Chapter 5. Chapter 6 covers the revenue and cost assumptions used for the fiscal analysis.

Appendix A includes the phased project descriptions for the annexation area and the total project area. Appendix B includes the fiscal impact analysis for the total Lytle Creek Project, Supporting tables for the fiscal assumptions appear in Appendix C, and Appendix D lists the project contacts and references used in the preparation of this study.

CHAPTER 2 PROJECT DESCRIPTION

This chapter presents the development description for the Lytle Creek Project analyzed in this report after buildout for the Annexation Area Only and the Total Project. As shown in Figure 2-1, Neighborhoods 2 and 3 are included in the total Lytle Creek Project. Within these Neighborhoods 2 and 3, the Annexation Area is identified with gray hatch marks and the portion of the project already within the City of Rialto is identified with black dots. While Neighborhoods 1 and 4 are shown in Figure 2-1, they will remain located in unincorporated San Bernardino County and are not included in the project analyzed in this report.

The total Lytle Creek Project includes 1,655 gross acres with 1,078 of these acres included in the Annexation Area Only, as shown in Table 2-1. Detailed development descriptions for the first five years after annexation for the Annexation Area Only and the Total Project are included in Appendix A.

2.1 Residential Development

Annexation Area Only. As shown in Panel B of Table 2-1, the Annexation Area includes 3,187 housing units of varying densities after buildout. The projected population for the Annexation Area is projected at 9,304 after buildout. The first five-year phasing for the Annexation Area is presented in Appendix Table A-1.

Total Project. As also shown in Panel B of Table 2-1, a total of 6,260 units are included in the total Lytle Creek Project after buildout. The buildout population of the entire project is project at 18,272. The residential phasing for the first five years of the Total Project is presented in Appendix Table A-2.

2.2 Commercial Development

Annexation Area Only. The Annexation Area includes 235,645 of commercial square feet, as shown in Panel C of Table 2-1. Assuming 500 square feet per employee, employment for the Annexation Area is estimated at about 470 after buildout. Sales and use tax is projected at about \$589,584 for the proposed commercial square feet in the Annexation Area after buildout. The commercial development description for the first five years for the Annexation Area is included in Appendix Table A-3.

Figure 2-1
Lytle Creek Project (Neighborhood 2 and Neighborhood 3)

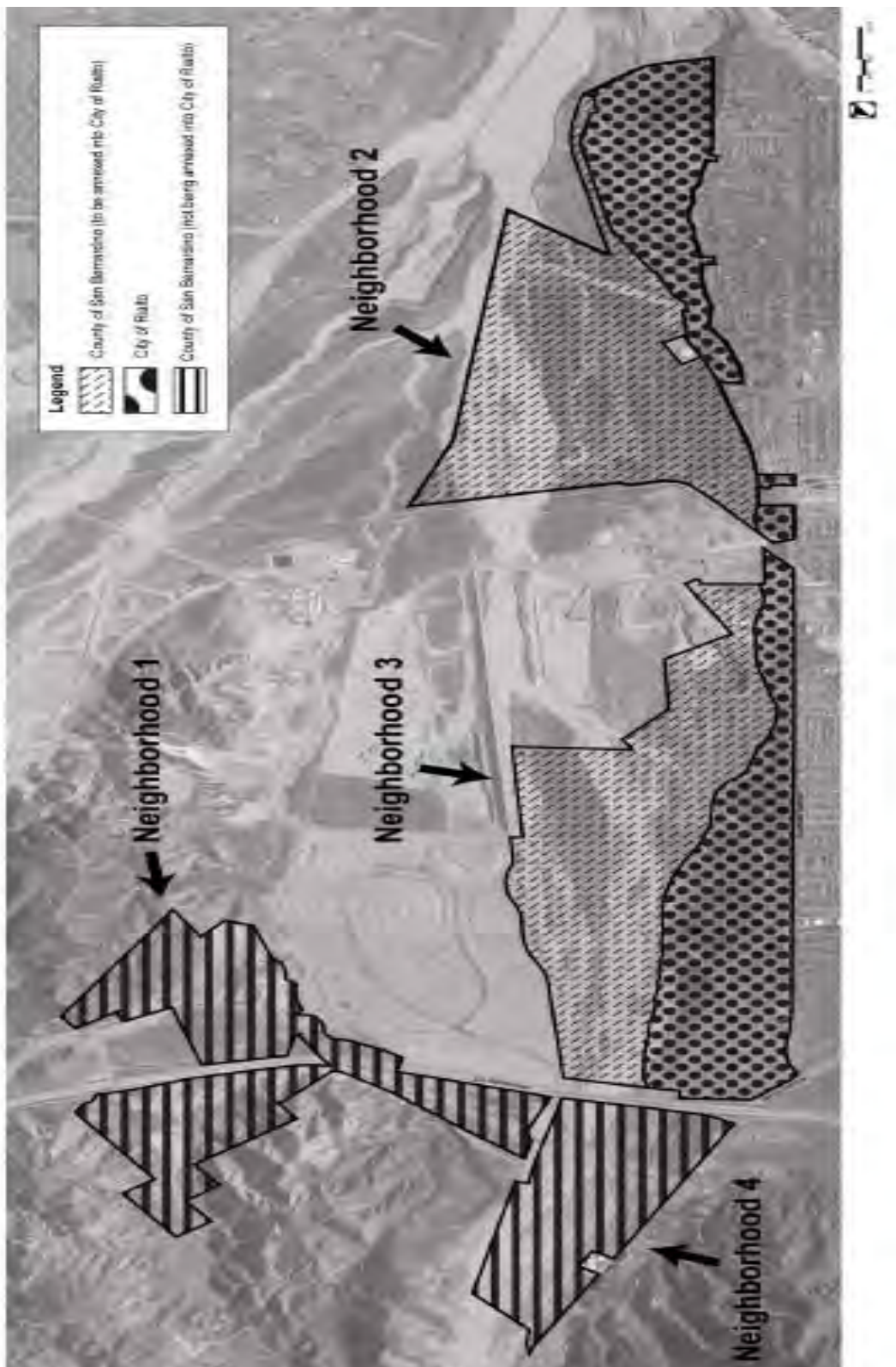


Table 2-1
Development Description after Buildout
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only	Total Project
A. GROSS ACRES	1,078	1,655
B. RESIDENTIAL DEVELOPMENT		
Units		
Single Family 1 (2-5 du/acre)	149	467
Single Family 2 (5-8 du/acre)	1,095	1,908
Single Family 3 (8-14 du/acre)	1,380	1,937
Multi-Family (14-28 du/acre)	199	959
High Density (25-35 du/acre)	<u>364</u>	<u>989</u>
Units	3,187	6,260
Population	9,304	18,272
C. COMMERCIAL DEVELOPMENT		
Commercial Square Feet	235,645	668,732
Employment	470	1,340
Sales and Use Tax	\$589,584	\$1,673,167
D. NET ASSESSED VALUATION INCREASE		
New Residential Valuation	\$1,134,482,491	\$2,209,528,535
New Retail Valuation	<u>70,693,500</u>	<u>200,619,600</u>
Total New Assessed Valuation	\$1,205,175,991	\$2,410,148,135
Existing Valuation	\$3,442,879	\$14,520,605
Total Net Assessed Valuation Increase	\$1,201,733,112	\$2,395,627,530
E. COMMUNITY PARK ACRES	35.7	35.7
F. PUBLIC ROADS		
Arterial Road Miles	0.55	2.75
Local Road Miles	<u>16.63</u>	<u>18.83</u>
Total Public Road Miles	17.18	21.58

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Total Project. The Lytle Creek Total Project proposes 668,732 commercial square feet, as shown in Panel C of Table 2-1. At 500 square feet per employee, employment is estimated at 1,340 after buildout of the total project. Sales and use tax for the total project is projected at about \$1.67 million after buildout. Appendix Table A-4 includes the commercial description for the first five years of the Lytle Creek Total Project.

2.3 Net Assessed Valuation Increase

Annexation Area Only. As shown in Panel D of Table 2-1, the net increase in assessed valuation for the Annexation Area Only after buildout is projected at about \$1.20 billion. This projection is based on projected new valuation of about \$1.21 billion minus the County Assessor's 2014 existing assessed valuation of about \$3.44 million for the Annexation Area, as shown in Table 2-2.

The projected new valuation of about \$1.21 billion for the Annexation Area includes new residential valuation projected at about \$1.13 billion, based on average values per unit type provided by the developer and shown in Appendix Table A-5. Retail valuation is projected at about \$70.69 million after buildout based on an assumption of \$300 per square foot. As shown in Table 2-3, a commercial website currently lists a portfolio of 5 retail properties for sale in Tudor Plaza in Rialto. The average sales price for these properties is about \$360 per square foot. While these properties are similar to retail uses planned for the Lytle Creek Project, the fiscal analysis assumes a conservative estimated value of \$300 per square foot because the final sale price of the listed properties is unknown and the exact mix of retail tenants for Lytle Creek is unknown at this time. The assessed valuation for the first five years of development in the Annexation Area is presented in Appendix Table A-5.

Total Project. The net increase in assessed valuation for the Lytle Creek Total Project after buildout is projected at about \$2.40 billion. As shown in Panel D of Table 2-1, this projection is based on projected new valuation of about \$2.41 billion minus the County Assessor's 2014 existing assessed valuation of about \$14.52 million for the Total Project, as shown in Table 2-2.

The Total Project new valuation of about \$2.41 billion includes new residential valuation projected at about \$2.21 billion, based on average values per unit type provided by the developer and shown in Appendix Table A-6. Retail valuation projected at about \$200.62 million after buildout, based on an assumption of \$300 per square foot. The assessed valuation for the Total Project for the first five years of development is presented in Appendix Table A-6.

2.4 Community Park

As shown in Panel E of Table 2-1, a 35.7-acre community park is planned for the Annexation Area. The community park is planned for year seven of development.

Table 2-2 (page 1 of 2)
 Estimated Existing Assessed Valuation
 Lytle Creek Project Plan for Service and Fiscal Analysis
 City of Rialto
 (In Constant 2014 Dollars)

Holding Area	Tax Rate Area	Parcel Number	Acres	2013-2014 Assessed Valuation		
				City	Annexation Area	Total
NEIGHBORHOOD II						
<u>East Lytle</u>						
	6003	0264-011-34-0000	3.07	\$23,784		\$23,784
		0264-011-36-0000	<u>3.15</u>	<u>42,014</u>		<u>42,014</u>
		TRA Subtotal	6.22	\$65,798		\$65,798
	6049	0264-011-10-0000	8.20	\$55,491		\$55,491
	106000	0262-071-28-0000	54.05		\$214,236	\$214,236
		0262-071-35-0000	7.15		0	0
		0262-071-39-0000	<u>52.43</u>		<u>203,281</u>	<u>203,281</u>
		TRA Subtotal	113.63		\$417,517	\$417,517
	107014	0262-031-06-0000	4.86		\$19,262	\$19,262
		0262-031-12-0000	21.11		83,671	83,671
		0262-071-15-0000	349.04		1,383,478	1,383,478
		0262-031-31-0000	57.73		228,821	228,821
		0262-031-34-0000	<u>1.32</u>		<u>5,470</u>	<u>5,470</u>
		TRA Subtotal	434.06		\$1,720,702	\$1,720,702
	Total East Lytle		562.11	\$121,289	\$2,138,219	\$2,259,508
<u>Golf Course</u>						
	6003	0264-421-31-0000	44.16	\$2,782,080		\$2,782,080
	6104	0264-421-12-0000	9.71	\$464,400		\$464,400
		0264-421-29-0000	<u>127.55</u>	<u>2,641,630</u>		<u>2,641,630</u>
		TRA Subtotal	137.26	\$3,106,030		\$3,106,030
	6105	0264-421-20-0000	3.17	\$94,656		\$94,656
	6106	0264-011-19-0000	5.19	\$152,320		\$152,320
		0264-011-22-0000	1.03	30,464		30,464
		0264-421-21-0000	6.44	189,312		189,312
		0264-781-12-0000	<u>3.47</u>	<u>104,447</u>		<u>104,447</u>
		TRA Subtotal	16.13	\$476,543		\$476,543
	106027	0264-482-12-0000	0.43		\$13,056	\$13,056
		0264-482-13-0000	0.09		3,264	3,264
		0264-631-08-0000	<u>0.25</u>		<u>64,000</u>	<u>64,000</u>
		TRA Subtotal	0.77		\$80,320	\$80,320
	106028	0264-421-30-0000	1.36		\$5,441	\$5,441
	Total Golf Course		202.85	\$6,459,309	\$85,761	\$6,545,070
TOTAL NEIGHBORHOOD II			764.96	\$6,580,598	\$2,223,980	\$8,804,578

Table 2-2 (page 2 of 2)
 Estimated Existing Assessed Valuation
 Lytle Creek Project Plan for Service and Fiscal Analysis
 City of Rialto
 (In Constant 2014 Dollars)

Holding Area	Tax Rate Area	Parcel Number	Acres	2013-2014 Assessed Valuation		
				City	Annexation Area	Total
NEIGHBORHOOD III						
	6003	0239-094-31-0000	107.80	\$733,794		\$733,794
		0239-094-32-0000	22.00	166,773		166,773
		0239-111-08-0000	8.35	62,919		62,919
		0239-111-11-0000	32.39	133,707		133,707
		0239-111-12-0000	114.77	394,185		394,185
		0239-111-15-0000	22.01	125,157		125,157
		0239-181-01-0000	4.93	36,386		36,386
		0239-181-02-0000	4.44	22,744		22,744
		TRA Subtotal	316.69	\$1,675,665		\$1,675,665
	6044	0239-094-28-0000	7.46	\$27,289		\$27,289
		0239-094-29-0000	1.26	4,548		4,548
		0239-094-40-0000	1.09	8,336		8,336
		TRA Subtotal	9.81	\$40,173		\$40,173
	6054	0239-181-03-0000	6.81	\$30,318		\$30,318
		0239-181-17-0000	7.74	62,943		62,943
		0239-181-16-0000	8.98	2,593,860		2,593,860
		0239-181-18-0000	11.58	94,169		94,169
		TRA Subtotal	35.11	\$2,781,290		\$2,781,290
	106003	0239-121-06-0000	40.13		\$158,550	\$158,550
		0239-121-19-0000	94.00		208,991	208,991
		TRA Subtotal	134.13		\$367,541	\$367,541
	106004	0239-063-31-0000	125.06		\$274,902	\$274,902
	107014	0239-121-23-0000	269.10		\$576,456	\$576,456
TOTAL NEIGHBORHOOD III			889.90	\$4,497,128	\$1,218,899	\$5,716,027
TOTAL PROJECT			1,654.86	\$11,077,726	\$3,442,879	\$14,520,605

Sources: Stanley R. Hoffman Associates, Inc.
 Lytle Development Company, May 2014

Table 2-3
Estimated Average Retail Price per Square Foot in Rialto
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Retail Property	Address	Year Built	Building Square Feet	Sale Price		Listing Status
				Total Price	Price per Building Square Foot	
Tudor Plaza, City of Rialto - Portfolio of 5 Properties						
Fast Food - El Polo Loco	1220 W. Foothill Boulevard	2006	2,795	n/a	n/a	
Fast Food - Wendy's	1260 W. Foothill Boulevard	2006	3,425	n/a	n/a	
Retail - Sprint, In-Line Stores	1270 W. Foothill Boulevard	2006	13,926	n/a	n/a	
Drug Store - Walgreens	1280 W. Foothill Boulevard	2005	14,820	n/a	n/a	
Fast Food - Starbucks	1290 W. Foothill Boulevard	2006	1,500	n/a	n/a	
Total of Tudor Plaza Portfolio Properties			36,466	\$13,150,000	\$360	8/2014 - Active
Average Price per Building Square Foot ¹					\$360	

Note: 1. Average price per building square foot is rounded to the nearest tens.

Sources: Stanley R. Hoffman Associates, Inc.
www.showcase.com, August 2014

2.5 Public Roads

Annexation Area Only. The publicly maintained roads for the Annexation Area are presented in Panel F of Table 2-1. A total of 17.18 miles of arterial and local roads are planned for the Annexation Area Only. The first five-year phasing of these roads is included in Appendix Table A-7.

Total Project. As also shown in Panel F of Table 2-1, a total of 21.58 miles of publicly maintained roads are planned for the Total Project. The phasing of these roads over the first five years for the Total Project is presented in Appendix Table A-8.

CHAPTER 3 PUBLIC FACILITIES BEFORE AND AFTER ANNEXATION

This chapter describes the existing and anticipated future service providers for the proposed Lytle Creek Annexation project area. The level and range of the services for the annexation area are described, if they are known. The following services are detailed in this chapter:

- General Government
- Development Services
- Fire Prevention and Protection
- Emergency Medical Services
- County Sheriff/Police Services
- Library
- Parks and Recreation
- Animal Control
- Street Lighting
- Landscape Maintenance
- Water
- Sewer
- Transportation
- Flood Control and Drainage
- Utilities
- Schools
- Solid Waste Management

Table 3-1 presents current and anticipated service providers in the Lytle Creek annexation area. In many cases, such as general government, community development, economic development, fire and paramedic, and sheriff/police, among others, responsibilities shift from the County of San Bernardino to the City of Rialto. Other services, like water and utilities, remain unchanged before and after annexation. These changes are detailed in subsequent sections of this chapter.

3.1 General Government

Before Annexation

The County of San Bernardino provides general government services, including: all Administrative services, Community Development services, and Economic Development services to the annexation area. In addition, the County provides health and welfare services that are provided to all residents whether they reside in the unincorporated area or a City.

After Annexation

After the annexation, the City of Rialto will provide the general government services which

Table 3-1
Current and Anticipated Service Providers in the Lytle Creek Annexation Area
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto

Service Type	Current Service Provider	Anticipated Service Provider
General Government:		
Administrative Services	County of San Bernardino	City of Rialto
Development Services		
Planning	County of San Bernardino	City of Rialto
Building Services	County of San Bernardino	City of Rialto
Development Review	County of San Bernardino	City of Rialto
Code Compliance	County of San Bernardino	City of Rialto
Business Licensing	County of San Bernardino	City of Rialto
Fire Prevention and Protection	San Bernardino County Fire Protection District - Valley Service Zone	City of Rialto Fire Department
Emergency Medical	American Medical Response, SBCFPD	City of Rialto Fire Department
Sheriff/Police	County of San Bernardino Sheriff's Department	City of Rialto Police Department
Library	County of San Bernardino Library District	County of San Bernardino Library District
Parks and Recreation:		
Local Facilities	none	City of Rialto
Regional Facilities	County of San Bernardino	County of San Bernardino
Animal Control	San Bernardino County Animal Care and Control	City of Rialto Police Department
Street Lighting and Landscaping	CSA (SL-1) provides installation and maintenance for a small portion of the project. Lighting powered by Southern California Edison.	Lighting and Landscape Maintenance District or Homeowners' Association (HOA)
Landscape Maintenance	Forest/Natural	HOA
Water	San Bernardino Valley Municipal Water District West Valley Water District (WVWD) for a portion of the project.	San Bernardino Valley Municipal Water District Entire project must annex to the West Valley Water District (WVWD)
Sewer	none	City of Rialto
Transportation:		
Freeways and Interchanges	Cal Trans	Cal Trans
Arterials and Collectors	San Bernardino County - Public Works	City of Rialto Public Works Department
Local Roads	San Bernardino County - Public Works	City of Rialto Public Works Department
Transit	Omnitrans	Omnitrans
Flood Control and Drainage:		
Local Facilities	San Bernardino County Flood Control District	City of Rialto Public Works Department
Regional Facilities	San Bernardino County Flood Control District, U.S. Army Corp of Engineers	San Bernardino County Flood Control District, U.S. Army Corp of Engineers
Utilities:		
Cable/Internet Provider/Phone	Time Warner, AT&T Uverse	Time Warner, AT&T U-verse
Telephone	AT&T	AT&T
Power	Southern California Edison	Southern California Edison
Natural Gas	Southern California Gas Company	Southern California Gas Company
Schools	Rialto Unified School District San Bernardino Unified School District Fontana Unified School District	Rialto Unified School District San Bernardino Unified School District Fontana Unified School District
Solid Waste Management	Burrtec Waste Industries	Burrtec Waste Industries has exclusive franchise with City of Rialto

Sources: Stanley R. Hoffman Associates, Inc.
City of Rialto, Website
Lytle Creek Ranch Specific Plan, March 2010
San Bernardino County Local Agency Formation Commission

include administrative services as well as General Governance, Community Development and Economic Development. The County of San Bernardino will continue to provide Countywide law, justice, health and welfare services that are provided to all residents of the County whether they reside in a City or the unincorporated area.

3.2 Fire and Paramedic

Before Annexation

Currently, the annexation area is serviced by San Bernardino County Fire Protection District and its Valley Service Zone. A new fire station is planned as part of the adjacent Rosena Ranch unincorporated community to the north. A portion of the Annexation Area falls within the response time radius of the new County fire station.

After Annexation

Upon annexation, the project area will be detached from the San Bernardino Fire Protection District and its Valley Service Zone. The Rialto City Fire Department will be the service provider for fire prevention, protection and EMS, i.e. paramedic services after the annexation. City fire codes and fire abatement requirements will be addressed during the entitlement and permitting process.

There are four fire stations in Rialto; Station 202, located at 1925N. Riverside Avenue, is the closest station to the Lytle Creek project site. Station 202 has one fire engine and two paramedic ambulances (one in reserve). The fire station will provide wildland and structural fire protection, and response to 911 medical aid call, traffic accidents and hazardous materials.

Additional support may be provided by Fire Station 204, located at N. Alder in Rialto. Fire Station 204 has two fire engines (one in reserve), one water tender, and two specialized units.

3.3 Sheriff/Police

Before Annexation

The San Bernardino County Sheriff-Coroner's Department provides public safety services to the unincorporated areas. The Sheriff's Department and the City Police Department provide mutual backup services upon request within both the City and unincorporated areas. The California Highway Patrol provides traffic patrol on State Highways within the unincorporated areas of the County. The Highway Patrol can also provide emergency response backup to the City Police and the County Sheriff upon request.

After Annexation

After the annexation, the City of Rialto Police Department will be providing the public safety services for the Lytle Creek Project. The Department currently employs 140.5 total employees, with 101 sworn and 39.5 non-sworn personnel. In addition to patrol services, the Police Department offers K-9, School Resource Officer (SRO), Street Crime Attach Team (SCAT), investigations, traffic enforcement, narcotics enforcement, training and background checks, community services, animal control services and re-entry support services. The Rialto Police Department is also part of the Four-City Regional SWAT Team (IVS) and Air-Support Unit.

3.4 Library

Before Annexation

Currently, the annexation area is served by the San Bernardino County Library system. The nearest County library is the Carter Branch Library located at 2630 North Linden Drive in Rialto.

After Annexation

The annexation area would continue to receive library services from the San Bernardino County Library system library upon annexation. In addition to the Carter Branch Library, the Rialto Branch Library is located at 251 West 1st Street in Rialto.

3.5 Parks and Recreation

Before Annexation

The County Regional Parks Department provides regional park services to all residents within the County, including unincorporated areas. The County Regional Parks system includes the following parks: Glen Helen, Yucaipa, Lake Gregory, Cucamonga, Guasti, and Prado. The closest regional park is Glen Helen Regional Park which has various recreation areas with amenities for fishing, boating, and picnicking. However, the County does not provide local park services, and, currently, there are no local parks within the annexation area.

After Annexation

Rialto has a variety of parks and recreation facilities for public use. Park facilities include picnic areas, ball fields, basketball courts, walking tracks and shelters. The Rialto Community Center and Rialto Senior Center have rooms available to rent for meetings, seminars and private parties. The Lytle Creek Project will contain both private and public parks and open space.

3.6 Animal Control

Before Annexation

The San Bernardino County Animal Care and Control Program currently offers field services, animal licensing and education for dog owners in the unincorporated areas of the County. The Program operates two animal shelters. Big Bear Animal Shelter is located at Northshore Road, Big Bear City and Devore Animal Shelter is located at 19777 Shelter Way, Devore.

After Annexation

The Humane Services section of the Rialto Police Department is responsible for handling animal related services for the City. These services include picking up strays, response to complaints or attacks, licensing and ordinance enforcement. The City contracts with the County for animal shelter services only. The annexation area will receive services from the City, which will be financed by the General Fund and various user fees.

3.7 Street Lighting

Before Annexation

Street lighting services in a small portion of the annexation area are funded through property tax revenues accruing to the CSA SL-1 Valley Area. Current street light improvements are powered by Southern California Edison.

After Annexation

Upon annexation, the City of Rialto will provide installation, maintenance and street lighting improvements. Based on information provided by LAFCO staff, the portion of the project within the CSA SL-1 will be detached from CSA SL-1 upon annexation to the City. The property tax revenues that would accrue to the County for CSA SL-1 will then be allocated between the County General Fund and the City of Rialto per the estimated property tax allocation rates shown in Appendix Table C-4.

3.8 Landscape Maintenance

Before Annexation

Currently, the County of San Bernardino is responsible for any road pavement and minimal landscaping maintenance in the annexation area.

After Annexation

Upon annexation, the Master Homeowners' Association or other private association, or a

Lighting and Landscaping District will be responsible for installation and maintenance of all common landscape areas, hardscape areas, and irrigation systems in the Lytle Creek Project.

3.9 Water

Before Annexation

Currently, San Bernardino Valley Municipal Water District is the wholesale water service provider and State water contractor for the project area. The West Valley Water District provides domestic and recycled water, and maintains water quality for a portion of the annexation area.

After Annexation

Upon annexation, the entire project must annex into the West Valley Water District (WVWD). The WVWD *Water Supply Assessment for the Lytle Creek Ranch Development*, dated March 4, 2008, was prepared by Engineering Resources of Southern California and will be submitted with the annexation application.

The backbone water facilities and infrastructure will be owned, operated and serviced by the WVWD. All waterlines and water facilities will be designed and installed in accordance with the WVWD requirements and specifications. The fair share cost of designing and constructing the water system will be financed by the project master developer, project area builders, and/or other financing mechanisms acceptable to the City.

The water system for Neighborhood II will consist of a series of new waterlines of varying widths, a new 8.6 MG reservoir with an approximate site area of three acres, and a new booster system. Two additional reservoirs are currently in place near Neighborhood II.

The water system for Neighborhood III will include a series of new waterlines of varying widths, two new reservoirs and two new booster stations. A 10.7 MG reservoir and a 10.1 MG reservoir, each covering a site area of 3.5 acres, are planned for the neighborhood. Two additional reservoirs currently exist near Neighborhood III.

3.10 Sewer

Before Annexation

Sewer service is not currently provided in the Lytle Creek Project area.

After Annexation

Upon annexation to the City the backbone sewer facilities and infrastructure will be owned and

operated by the City of Rialto. The fair share cost of designing and constructing the sewer system will be financed by the master developer, project area builders and/or other financing mechanisms acceptable to the City.

3.11 Transportation

Before Annexation

Current transportation services for the City of Rialto include freeways and interchanges serviced by Cal Trans; arterials and collectors serviced by the Public Works Department of San Bernardino County; local roads also serviced by the Public Works Department of San Bernardino County; and public transit serviced by Omnitrans.

After Annexation

Cal Trans will continue to provide their services post annexation for freeways and interchanges, and Omnitrans for public transit. All arterials and collectors and on-site street local roads will be maintained by the City public works department or by a homeowner's association. The developer, in cooperation with the City of Rialto, will be responsible for improvements of all necessary public streets, both on- and off-site.

3.12 Flood Control and Drainage

Before Annexation

On a regional level, the San Bernardino County Flood Control District intercepts and manages flood flows through and away from developed areas throughout the County. The Flood Control District is also responsible for water conservation and storm drain construction.

After Annexation

The Lytle Creek Project proposes a master drainage plan for the project site to protect the proposed development from the 100-year flood potential from Lytle Creek. The proposed plan utilizes the project streets, storm drains, and the "Grand Paseo" bioswale to carry stormwater through the site.

This local storm drain system will be funded and constructed by the master developer, project area builders, and/or other financing mechanisms acceptable to the City of Rialto. The regional storm drain system and flood control improvements associated with Lytle Creek Wash is expected to be funded and constructed by a Community Facilities District or other similar mechanism, based on the March 2010 *Draft Lytle Creek Specific Plan*.

In addition to storm drains in streets, the reconfigured golf course in the project area will accommodate much of the drainage flow in its neighborhood. Eight vegetated basins and six water quality treatment basins are planned as a series of water features in the golf course.

The adjoining Neighborhood III will include catchments areas located at node locations which will channel the water through a system of urban storm drain piping and terminate in twelve water quality treatment basins within the Grand Paseo. These basins will detain and treat all first flush water runoff and ultimately discharge into a system of urban storm drains within the Riverside Avenue right-of-way and into the water quality basin system to the east.

3.13 Utilities

Before and After Annexation

Utilities include cable television, internet, telephone, electric power, and natural gas. Currently, Time Warner and AT&T Uverse are the cable television and internet service providers. AT&T maintains telephone service to the annexation area. Electricity is provided by Southern California Edison, while natural gas is supplied by the Southern California Gas Company. These service providers are not anticipated to change upon annexation.

3.14 Schools

Before and After Annexation

The Lytle Creek Project is located within three different school districts: the Rialto Unified School District, the San Bernardino Unified School District and the Fontana Unified School District. Based on the March 2010 *Draft Lytle Creek Specific Plan*, it is anticipated that these School Districts will have sufficient capacity to serve the new students.

Students in the north and northeastern portions of the project area will attend existing schools in the San Bernardino Unified School District. Students in the southern portion of the project will attend schools in the Rialto Unified School District. The project proposes a 10-acre elementary school and a 14-acre elementary/middle school in the Rialto Unified School District. It is anticipated that high school students will attend Carter High School or other high schools in the Rialto Unified School District. Students in the northwestern portion of the project will attend school in the Fontana Unified School District.

The Lytle Creek Project will pay its fair share of impact fees to each school district as required by California State law and/or the project master developer will enter into a mitigation agreement with the appropriate school district.

3.15 Solid Waste Management

Before Annexation

The San Bernardino County Solid Waste Management Division, under the Department of Public Works, oversees the operation and management of the County's solid waste disposal system, which includes five regional landfills and nine transfer stations. The waste hauler for the project area is Burrtec Industries.

After Annexation

Solid waste collection in the City of Rialto is mandatory and Burrtec Industries has an exclusive franchise agreement with the City. Burrtec Industries offers integrated waste removal and recycling programs to residential and commercial customers. Per the franchise agreement with the City, Burrtec Industries utilizes the County owned landfill located in the City of Rialto for the disposal of solid waste collected in the City. All collection services are supported on a user fee basis.

CHAPTER 4 FINANCING PUBLIC FACILITIES AND INFRASTRUCTURE

Table 4-1 presents the list of infrastructure improvements for the Lytle Creek Project. The majority of the infrastructure will be constructed by the project's master developer with interior neighborhood walls and fences constructed by merchant builders. Table 4-1 also identifies the jurisdiction, special district or private association responsible for maintenance of each facility and the ownership of each facility. The projected annual fiscal impacts to the City for provision of services to the Lytle Creek Project are presented in Chapter 5.

4.1 Development Impact Fees

While the developer is responsible for constructing the facility and infrastructure improvements for the Lytle Creek Project, the developer will also pay one-time development impact fees (DIF) to offset the additional public capital costs required of new development. Per Section 5.2 of the 2012 *Pre-Annexation and Development Agreement Between the City of Rialto and Lytle Development Company*, the City will charge and impose only the fees listed in "Exhibit C" of the development agreement, except for the fees for wastewater treatment and regional traffic impact fees. Wastewater treatments fees and regional traffic fees are based on the applicable City fee in effect at the time the fee is due. For purposes of estimating the fees in this report, wastewater treatment fees and traffic impact fees are based on the fees that will be effective July 1, 2015 as included in City's *Development Fee Schedule, February 10, 2014*.

Except for wastewater treatment and traffic mitigation fees, the development impact fees included in "Exhibit C" of the development agreement are fixed for a period commencing on the issuance of the first grading permit for the project and ending ten years later or June 30, 2025, whichever occurs first. After the end of the fixed fee period, all development impact fees will charged per the City fee schedule at the time, and an agreement can be made to reset the fixed fee period.

Table 4-2 presents the estimate done-time development impact fees that would be collected per the fees currently listed in "Exhibit C" of the development agreement and the wastewater treatment and traffic fees in the City fee schedule. As shown in Table 4-2, development impact fees for the Lytle Creek Annexation Area Only are estimated at about \$33.61 million after buildout, and Total Project DIFs are estimated at about \$67.80 million after buildout.

**Table 4-1
Lytle Creek Facilities and Infrastructure
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto**

Type	Developed By	Maintained By ¹	Owned By ¹
<u>Streetscape</u>			
Primary and Secondary Entry Roads	Master Developer/City	City	City
Primary and Secondary Local Roads and Cul-de-sacs	Master Developer/City	City/HOA	City/HOA
Landscaping	HOA/LLMD	HOA /LLMD	HOA/LLMD
Street Lighting	Master Developer	SCE/LLMD	LLMD/HOA
Community Walls and Fences	Master Developer	HOA	HOA
Interior Neighborhood Walls and Fence	Guest Builder	Homeowner	Homeowner
<u>Parks and Open Space</u>			
Private Parks	Master Developer	HOA/LLMD	HOA/LLMD
Public Parks	Master Developer	HOA/LLMD	City
<u>Infrastructure</u>			
Local Storm Drain System	Master Developer	City	City
Regional Storm Drain and Flood Control	CFD/Similar Mechanism	SBCFCD	SBCFCD
Sewer Systems (on-site and off-site)	Master Developer	City	City
Water Systems (on-site and off-site)	Master Developer/WVWD	WVWD	WVWD
Utilities	Utility Companies	Utility Companies	Utility Companies

Note: 1. LLMD = Landscape and Lighting District or special maintenance district
HOA = Homeowners' Association (Master or Neighborhood)
SCE = Southern California Edison
CFD = Community Facilities District
SBCFCD = San Bernardino Flood Control District
WVWD = West Valley Water District
Certain facilities and improvements may be subject to reimbursement agreements.

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, *Lytle Creek Ranch Specific Plan*, March 2010

Table 4-2 (page 1 of 2)
 Estimated One-Time Development Impact Fees
 Lytle Creek Project Plan for Service and Fiscal Analysis
 City of Rialto
 (In Constant 2014 Dollars)

A. Development Description	Lytle Creek Neighborhoods 2 and 3	
	Annexation Area Only	Total Project
Development Category		
Residential Units		
Single Family Units	619	1,745
Multi-Family Units	563	1,948
Senior Single Family Units	<u>2,005</u>	<u>2,567</u>
Total Units	3,187	6,260
Commercial Square Feet	235,645	668,732

B. Estimated Fees ¹	Fee Per Unit or Commercial Square Foot	Lytle Creek Neighborhoods 2 and 3	
		Annexation Area Only	Total Project
Development Agreement Fees			
Single Family	\$1,030.00	\$637,570	\$1,797,350
Multi-Family	\$1,030.00	\$579,890	\$2,006,440
Senior Single Family Units	\$830.00	\$1,664,150	\$2,130,610
Commercial	\$0.00	\$0	\$0
Subtotal		\$2,881,610	\$5,934,400
General Facilities			
Single Family	\$990.00	\$612,810	\$1,727,550
Multi-Family	\$990.00	\$557,370	\$1,928,520
Senior Single Family Units	\$600.00	\$1,203,000	\$1,540,200
Commercial	\$0.10	\$23,565	\$66,873
Subtotal		\$2,396,745	\$5,263,143
Police Facilities			
Single Family	\$870.00	\$538,530	\$1,518,150
Multi-Family	\$870.00	\$489,810	\$1,694,760
Senior Single Family Units	\$540.00	\$1,082,700	\$1,386,180
Commercial	\$0.11	\$25,921	\$73,561
Subtotal		\$2,136,961	\$4,672,651
Fire Facilities			
Single Family	\$420.00	\$259,980	\$732,900
Multi-Family	\$420.00	\$236,460	\$818,160
Senior Single Family Units	\$260.00	\$521,300	\$667,420
Commercial	\$0.13	\$30,634	\$86,935
Subtotal		\$1,048,374	\$2,305,415
Library Facilities			
Single Family	\$250.00	\$154,750	\$436,250
Multi-Family	\$250.00	\$140,750	\$487,000
Senior Single Family Units	\$150.00	\$300,750	\$385,050
Commercial	\$0.00	\$0	\$0
Subtotal		\$596,250	\$1,308,300
Street Medians			
Single Family	\$70.00	\$43,330	\$122,150
Multi-Family	\$70.00	\$39,410	\$136,360
Senior Single Family Units	\$50.00	\$100,250	\$128,350
Commercial	\$0.20	\$47,129	\$133,746
Subtotal		\$230,119	\$520,606
Wastewater Collection ²			
Single Family	\$1,440.00	\$891,360	\$2,512,800
Multi-Family	\$1,440.00	\$810,720	\$2,805,120
Senior Single Family Units	\$1,440.00	\$2,887,200	\$3,696,480
Commercial	n/a	n/a	n/a
Subtotal		\$4,589,280	\$9,014,400

Table 4-2 (page 2 of 2)
 Estimated One-Time Development Impact Fees
 Lytle Creek Project Plan for Service and Fiscal Analysis
 City of Rialto
 (In Constant 2014 Dollars)

A. Development Description		Lytle Creek Neighborhoods 2 and 3	
		Annexation Area Only	Total Project
Development Category			
Residential Units			
Single Family Units		619	1,745
Multi-Family Units		563	1,948
Senior Single Family Units		<u>2,005</u>	<u>2,567</u>
Total Units		3,187	6,260
Commercial Square Feet		235,645	668,732

B. Estimated Fees ¹		Lytle Creek Neighborhoods 2 and 3	
		Annexation Area Only	Total Project
Fee Category	Fee Per Unit or Commercial Square Foot		
Wastewater Treatment ³			
Single Family	\$3,126.20	\$1,935,118	\$5,455,219
Multi-Family	\$2,433.97	\$1,370,325	\$4,741,374
Senior Single Family Units	\$3,126.20	\$6,268,031	\$8,024,955
Commercial	n/a	n/a	n/a
Subtotal		\$9,573,474	\$18,221,548
Regional Traffic Fees ⁴			
Single Family	\$2,858.44	\$1,769,374	\$4,987,978
Multi-Family	\$1,980.30	\$1,114,909	\$3,857,624
Senior Single Family Units	\$2,858.44	\$5,731,172	\$7,337,615
Commercial	\$6.54	<u>\$1,541,118</u>	<u>\$4,373,507</u>
Subtotal		\$10,156,574	\$20,556,725
Storm Drain Facilities ⁵		n/a	n/a
Parks and Open Space ⁶		n/a	n/a
TOTAL DEVELOPMENT IMPACT FEES		\$33,609,386	\$67,797,188

- Note: 1. Per Section 5.2 of the *Pre-Annexation and Development Agreement*, the City will charge and impose only the fees listed in "Exhibit C, Development Impact Fees" of the development agreement for Lytle Creek, except for the fees for wastewater treatment and traffic impact fees.
2. Per Section 5.4 of the *Pre-Annexation and Development Agreement*, wastewater collection fees are fixed according to "Exhibit C, Development Impact Fees" of the development agreement. For commercial uses, wastewater collection fees are \$48 per frontage foot, which is not available at this time.
3. Per Section 5.4 of the *Pre-Annexation and Development Agreement*, wastewater treatment fees are based on the applicable City fee in effect at the time the fee is due. For purposes of this table, wastewater treatment fees are based on the current City fee schedule amounts that will be effective 07/1/2015. For commercial uses, the wastewater treatment fee will be based on the specific commercial use as listed in the City Fee Schedule. Therefore, wastewater treatment fees for commercial uses are not calculated in this table.
4. Per Section 5.6 of the *Pre-Annexation and Development Agreement*, regional traffic fees are based on the applicable City fee in effect at the time the fee is due. For purposes of this table, regional traffic fees are based on the current City fee schedule amounts that will be effective 07/1/2015.
5. Per Section 5.3 of the *Pre-Annexation and Development Agreement*, Lytle Creek is responsible for treating all storm water within the project boundaries without discharge to off-site drainage systems. Per the agreement, Lytle Creek is exempt from all City storm drain fees, charges, hook-up fees or other similar charges.
6. Per Section 5.5 of the *Pre-Annexation and Development Agreement*, Lytle Creek is responsible for constructing, installing and improving the park and recreation facilities listed in the development agreement. Per the agreement, Lytle Creek will not be responsible for City park fees if these facilities are constructed and installed.

Sources: Stanley R. Hoffman Associates, Inc.
 Lytle Development Company
Pre-Annexation and Development Agreement Between The City of Rialto and Lytle Development Company,
 Recorded in Official Records, County of San Bernardino, Doc#: 2012-0346185, 8/27/2012
 City of Rialto, *Development Fee Schedule*, Effective February 10, 2014

4.2 Schools

School Impact Fees are charged for both residential and commercial development. These fees will be based on the unit size and the amount of commercial square feet. These fees are not estimated in this report.

4.3 Utilities

Cable television, internet, power, and gas utilities are enterprise services, where fees and charges are determined by each company's rate structure.

CHAPTER 5 FISCAL IMPACTS OF ANNEXATION AREA

This chapter presents the fiscal analysis of the Annexation Area portion of the Lytle Creek Project. The focus of this analysis is on the impacts for the Annexation Area. However because the Lytle Creek project site is located partially within unincorporated San Bernardino County and partially within the city limits of Rialto, fiscal impacts are also projected for the Total Project. The projected fiscal impacts for the Total Project are included in Appendix B of this report.

As discussed earlier, Rialto voters approved a five year extension of the utility user tax (UUT) on March 5, 2013. The UUT is approved through June 2018. Because the UUT will need voter approval to be extended before projected buildout of the Lytle Creek Project in 2026, the fiscal analysis projects impacts to the Rialto General Fund both with and without the UUT. Fiscal impacts are shown in constant 2014 dollars with no adjustment for possible future inflation.

As shown in summary Table 5-1, a recurring annual surplus is projected for the Annexation Area with and without the UUT after buildout.

Table 5-1
Summary of Projected Fiscal Impacts after Buildout: Annexation Area
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Annexation Area	Annual Recurring Revenues	Annual Recurring Costs	Annual Recurring Surplus	Revenue/ Cost Ratio
<u>With Utility User Tax</u>	\$6,689,174	\$6,174,653	\$514,521	1.08
<i>Annual Surplus per Unit</i>			\$161	
<u>Without Utility User Tax</u>	\$5,683,405	\$6,174,655	(\$491,250)	0.92
<i>Annual Surplus per Unit</i>			(\$154)	

Source: Stanley R. Hoffman Associates, Inc.

The projected impacts for the first five years after annexation for both scenarios are included in the following sections of this chapter. No development is assumed during the first year after annexation, with development beginning in the second year after annexation.

5.1 Annexation Area – With Utility User Tax

As shown in Table 5-2, property tax to the City is projected at \$5,040 during the first year after annexation based on the existing valuation of the annexing area and the share of the basic one percent property tax levy allocated to the City. With the projected interest on the property tax, total revenues are projected at \$5,074 during the first year after annexation. Any recurring public costs are assumed to be minimal during this first year of pre-development activities. A recurring surplus is projected to the General Fund for the next four years of development and after buildout for the Annexation Area with the utility user tax (UUT).

As shown in Table 5-2, a surplus of \$30,898 is projected for the second year after annexation (2017) when development begins. With development of some of the high density units in 2018, the projected surplus is \$23,652. By the year 2019, the projected surplus is \$33,073. With the increased pace of development, the projected surplus is \$319,471 by the following year (2020). The projected surplus increases over the next five years to a projected \$514,521 after buildout of the Annexation Area Only with the UUT.

Projected Recurring Revenues With Utility User Tax

About seventy-four percent of the total projected revenues after buildout of the Annexation Area with the UUT are comprised of property tax, property tax in lieu of vehicle license fees VLF, UUT and sales and use tax.

Projected Recurring Costs With Utility User Tax

Police protection, fire protection, park maintenance and general government are the largest projected recurring costs and account for about 83 percent of total projected recurring costs for the Lytle Creek Annexation Area after buildout.

5.2 Annexation Area – Without Utility User Tax

As shown in Table 5-3, the same revenues of \$5,074 to the City are projected during the first year after annexation without the UUT. When development begins in the second year (2017), a surplus of \$5,698 is projected. A deficit of \$69,239 is projected for the following year (2018) in the Annexation Area without the UUT, and by the year 2019 the deficit is projected at \$214,073. The projected deficit is about \$124,107 by year 2020. After buildout of the Annexation Area Only, a recurring deficit of \$491,250 is projected without the utility user tax.

Table 5-2
Detailed Projected Recurring Fiscal Impacts: Annexation Area Only With Utility User Tax
Lytle Creek Annexation Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	ANNEXATION AREA ONLY WITH UTILITY USER TAX						Buildout (2026)	Percent of Buildout
	2016	2017	2018	2019	2020			
Recurring Revenues								
Property tax: general	\$5,040	\$34,383	\$123,429	\$337,208	\$674,024	\$1,761,123	26.3%	
On-site retail sales and use tax	0	20,598	20,598	20,598	125,996	442,188	6.6%	
In lieu property tax (sales & use tax)	0	6,866	6,866	6,866	41,999	147,396	2.2%	
Property transfer tax-turnover	0	61	758	2,438	6,472	32,779	0.5%	
In lieu property tax (VLF)	0	36,575	122,986	334,613	667,121	1,739,069	26.0%	
Franchise fees	0	6,639	24,474	65,116	116,870	264,993	4.0%	
SB509 sales tax	0	1,090	4,159	11,152	19,789	44,473	0.7%	
Utility users tax	0	25,033	92,276	245,511	440,642	999,115	14.9%	
Business licenses	0	1,590	1,590	1,590	9,684	33,967	0.5%	
Animal licenses and fees	0	378	1,444	3,873	6,872	15,445	0.2%	
Fines, forfeits and penalties	0	1,028	3,788	10,079	18,090	41,018	0.6%	
County LF excavation charges	0	509	1,877	4,993	8,961	20,318	0.3%	
Charges for current services	0	5,499	20,361	54,230	97,185	220,102	3.3%	
Rents and concessions	0	468	1,727	4,594	8,246	18,696	0.3%	
Administrative/passport/misc. fees	0	1,361	5,194	13,928	24,716	55,545	0.8%	
Transfer from Gas Tax Fund	0	3,363	12,833	34,412	61,065	137,234	2.1%	
Other transfers	0	8,386	31,999	85,808	152,269	342,201	5.1%	
Lytle Creek CFD fees	0	8,112	30,992	83,096	147,472	331,448	5.0%	
Interest on invested revenues	34	1,025	3,173	8,238	16,517	42,064	0.6%	
Total Projected Revenues	\$5,074	\$162,965	\$510,523	\$1,328,342	\$2,643,989	\$6,689,174	100.0%	
Recurring Costs								
Fire protection	\$0	\$35,828	\$132,071	\$351,389	\$630,671	\$1,429,991	23.2%	
Police protection	0	58,132	214,286	570,131	1,023,268	2,320,171	37.6%	
Recreation	0	2,829	10,797	28,953	51,377	115,463	1.9%	
Development services-engineering	0	944	3,480	9,259	16,618	37,679	0.6%	
Development services-business licensing	0	122	122	122	741	2,599	0.0%	
Development services-code enforcement	0	1,644	6,061	16,127	28,944	65,628	1.1%	
Public works-administration	0	1,037	3,824	10,173	18,258	41,399	0.7%	
Public works-community building maintenance	0	2,600	9,585	25,503	45,772	103,784	1.7%	
Public works-park maintenance	0	0	0	0	0	771,120	12.5%	
Public works-graffiti removal	0	272	1,004	2,672	4,796	10,874	0.2%	
Public works-engineering services & projects	0	717	2,643	7,032	12,621	28,617	0.5%	
Public works-traffic safety/street maintenance	0	7,603	28,025	74,563	133,825	303,436	4.9%	
Public works-storm drain program	0	872	3,216	8,556	15,356	34,817	0.6%	
General government	0	13,176	48,575	129,112	231,580	615,043	10.0%	
Subtotal Recurring Costs	\$0	\$125,778	\$463,687	\$1,233,589	\$2,213,827	\$5,880,622	95.2%	
5% Contingency/Reserves	\$0	\$6,289	\$23,184	\$61,680	\$110,691	\$294,031	4.8%	
Total Recurring Costs	\$0	\$132,067	\$486,871	\$1,295,269	\$2,324,518	\$6,174,653	100.0%	
Net Recurring Surplus	\$5,074	\$30,898	\$23,652	\$33,073	\$319,471	\$514,521		
Revenue/Cost Ratio	n/a	1.23	1.05	1.03	1.14	1.08		

Source: Stanley R. Hoffman Associates, Inc.

Table 5-3
Detailed Projected Recurring Fiscal Impacts: Annexation Area Only Without Utility User Tax
Lytle Creek Annexation Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	ANNEXATION AREA ONLY WITHOUT UTILITY USER TAX						Buildout (2026)	Percent of Buildout
	2016	2017	2018	2019	2020			
Recurring Revenues								
Property tax: general	\$5,040	\$34,383	\$123,429	\$337,208	\$674,024	\$1,761,123	31.0%	
On-site retail sales and use tax	0	20,598	20,598	20,598	125,996	442,188	7.8%	
In lieu property tax (sales & use tax)	0	6,866	6,866	6,866	41,999	147,396	2.6%	
Property transfer tax-turnover	0	61	758	2,438	6,472	32,779	0.6%	
In lieu property tax (VLF)	0	36,575	122,986	334,613	667,121	1,739,069	30.6%	
Franchise fees	0	6,639	24,474	65,116	116,870	264,993	4.7%	
SB509 sales tax	0	1,090	4,159	11,152	19,789	44,473	0.8%	
Utility users tax	0	0	0	0	0	0	0.0%	
Business licenses	0	1,590	1,590	1,590	9,684	33,967	0.6%	
Animal licenses and fees	0	378	1,444	3,873	6,872	15,445	0.3%	
Fines, forfeits and penalties	0	1,028	3,788	10,079	18,090	41,018	0.7%	
County LF excavation charges	0	509	1,877	4,993	8,961	20,318	0.4%	
Charges for current services	0	5,499	20,361	54,230	97,185	220,102	3.9%	
Rents and concessions	0	468	1,727	4,594	8,246	18,696	0.3%	
Administrative/passport/misc. fees	0	1,361	5,194	13,928	24,716	55,545	1.0%	
Transfer from Gas Tax Fund	0	3,363	12,833	34,412	61,065	137,234	2.4%	
Other transfers	0	8,386	31,999	85,808	152,269	342,201	6.0%	
Lytle Creek CFD fees	0	8,112	30,992	83,096	147,472	331,448	5.8%	
Interest on invested revenues	34	858	2,558	6,604	13,583	35,409	0.6%	
Total Projected Revenues	\$5,074	\$137,765	\$417,632	\$1,081,197	\$2,200,413	\$5,683,405	100.0%	
Recurring Costs								
Fire protection	\$0	\$35,828	\$132,071	\$351,389	\$630,671	\$1,429,991	23.2%	
Police protection	0	58,132	214,286	570,131	1,023,268	2,320,171	37.6%	
Recreation	0	2,829	10,797	28,953	51,377	115,463	1.9%	
Development services-engineering	0	944	3,480	9,259	16,618	37,679	0.6%	
Development services-business licensing	0	122	122	122	741	2,599	0.0%	
Development services-code enforcement	0	1,644	6,061	16,127	28,944	65,628	1.1%	
Public works-administration	0	1,037	3,824	10,173	18,258	41,399	0.7%	
Public works-community building maintenance	0	2,600	9,585	25,503	45,772	103,784	1.7%	
Public works-park maintenance	0	0	0	0	0	771,120	12.5%	
Public works-graffiti removal	0	272	1,004	2,672	4,796	10,874	0.2%	
Public works-engineering services & projects	0	717	2,643	7,032	12,621	28,617	0.5%	
Public works-traffic safety/street maintenance	0	7,603	28,025	74,563	133,825	303,436	4.9%	
Public works-storm drain program	0	872	3,216	8,556	15,356	34,817	0.6%	
General government	0	13,176	48,575	129,112	231,580	615,043	10.0%	
Subtotal Recurring Costs	\$0	\$125,778	\$463,687	\$1,233,590	\$2,213,828	\$5,880,623	95.2%	
5% Contingency/Reserves	\$0	\$6,289	\$23,184	\$61,680	\$110,692	\$294,032	4.8%	
Total Recurring Costs	\$0	\$132,067	\$486,871	\$1,295,270	\$2,324,520	\$6,174,655	100.0%	
Net Recurring Surplus	\$5,074	\$5,698	(\$69,239)	(\$214,073)	(\$124,107)	(\$491,250)		
Revenue/Cost Ratio	n/a	1.04	0.86	0.83	0.95	0.92		

Source: Stanley R. Hoffman Associates, Inc.

Projected Recurring Revenues Without Utility User Tax

About seventy percent of the total project revenues after buildout of the Annexation Area Only without the UUT is comprised of property tax, property tax in lieu of VLF, and sales and use tax.

Projected Recurring Costs Without Utility User Tax

Police protection, fire protection, park maintenance and general government are the largest projected recurring costs and account for about 83 percent of total projected recurring costs for the Lytle Creek Annexation Area after buildout without the UUT.

5.3 Potential Community Facilities District Maintenance Revenues

Per Section 7 of the *Pre-Annexation and Development Agreement between The City of Rialto and Lytle Development Company, El Rancho Verde Golf, LLC and Pharris Sycamore Flats, LLC* recorded 8/27/2012, a community facilities district (CFD) is planned to be established to finance certain police, fire and park maintenance costs (incurred as a result of development of the Property). The financing of these maintenance costs would be through the levy of a special tax on residential units located within the boundaries of the CFD. Final terms and conditions regarding the formation of the CFD shall be determined jointly by the City and Owner provided that the aggregate special tax levy on any parcel when established shall not exceed 2 percent of the value of such property. The City will determine, in its sole discretion, whether to form the CFD, and either party may terminate the CFD with 30 days written notice prior to the termination date of the CFD formation agreement.

CHAPTER 6 CITY OF RIALTO FISCAL ASSUMPTIONS

This Chapter presents the revenue and cost assumptions for the Lytle Creek Project Area fiscal analysis. Revenue and cost assumptions are based on the *City of Rialto, Fiscal Year 2013/2014 Budget*, with adjustments based on the *City's Mid-Year Presentation FY 13-14, City Council Approved Adjustments, 2/25/2014*, discussions with City finance staff, and the general assumptions presented in this Chapter.

The general City demographic and economic assumptions used for calculating fiscal factors are first presented. The assumptions for projecting recurring revenues are then presented followed by the assumptions for projecting recurring costs

6.1 City General Assumptions

Fiscal impacts that are not based on valuation and taxable sales are generally projected based on a per capita, per employee, or per service population basis. Some fiscal impacts are projected based on other factors, such as per unit or per acre, based on the available data. General fund revenue and cost factors are estimated by dividing the Fiscal Year (FY) 2013/2014 adjusted budget categories by the City's resident population, employment, total service population, or acres where appropriate. Table 6-1 provides the City's general assumptions for this fiscal analysis.

Population

Rialto's total population of 101,429 is based on the State Department of Finance (DOF) estimate as of January 1, 2014. The City population estimate is used for projecting certain revenues and costs on a per capita basis, such as State subvended gas taxes.

Employment

For fiscal factors that are impacted by only employment, such as business license taxes, the City's total employment is used as the basis for calculating the factor. Total employment for the City is estimated at 24,590. Payroll jobs for 2011 are estimated at 22,468 based on the relationship between the 2008 Census Longitudinal Employer-Household Dynamic (LEHD) and 2008 jobs provided by the City from the California Employment Development Department (EDD). Based on the Census 2009-2011 American Community Survey (ACS) Public Use Microdata Sample (PUMS), the self-employed by industry category for San Bernardino County

Table 6-1
City Population, Housing and Employment Assumptions
Lytle Creek Annexation Area
Plan for Service and Fiscal Analysis, City of Rialto

Assumption	Description
	<u>Population and Housing</u> ¹
100,982	Household Population
447	<u>Group Quarters Population</u>
101,429	Total Population
	<u>Employment</u> ²
22,468	Estimated Payroll Jobs
2,121	<u>Additional Estimated Self-Employed</u>
24,590	Total Estimated City Employment
11,234	Employment Weighted at 50% (excludes self-employed) ³
	<u>Population and Employment</u>
112,663	Service Population (Population + Weighted Employment)

- Note: 1. Population and housing estimates are from the California Department of Finance (DOF) for January 1, 2014
2. Annual payroll jobs for 2011 are estimated based on data on primary jobs obtained from Census LEHD adjusted for all payroll jobs based on the relationship between 2008 LEHD primary jobs and 2008 EDD total payroll jobs. Estimated rates of self-employed by industry for San Bernardino County are calculated from the Census American Community Survey (ACS) 2009-2011 Public Use Microdata Sample, (PUMS), as shown in Appendix Table B-1.
3. This analysis has weighted the employment at 50% to account for the estimated less frequent use of City services by employment versus population. The self-employed are not included because these jobs are assumed to be represented in the population estimate.

Sources: Stanley R. Hoffman Associates, Inc.

State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011-2014*, Sacramento, May 2014

City of Rialto, Economic Development Department

California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*

Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011

Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

is applied to each EDD industry category. As shown in Appendix Table C-1, the self-employed for Rialto are estimated at 2,121. With the estimated self-employed, total employment is estimated 24,590 for the City.

Service Population

Fiscal factors that are impacted by both population and employment growth are estimated by allocating total budgeted revenues or costs to the estimated service population. Service population includes the City's resident population plus 50 percent of the total estimated City

employment. Employment is weighted at 50 percent to account for the estimated less frequent use of City services by employment versus population.

As shown in Table 6-1, the service population for the City is estimated at 112,663. The service population estimate includes the resident population of 101,429 and the weighted employment of 11,234 (50 percent of 22,468). The self-employed are not included in the weighted employment estimate because they are assumed to be represented in the population estimate.

6.2 City Revenue Assumptions

The General Fund Fiscal Year (FY) 2013/2014 adjusted revenues are presented in Appendix Table C-2. Since the adoption of the FY 2013/2014 Budget, City Council approved revenue amendments of \$3,097,443 that primarily included grants and other carry-forwards from the prior year adopted budget. Based on discussion with the City Finance Manager these revenues amendments are not projected in the fiscal analysis. In February 2014, mid-year revenue adjustments of \$1,783,079 were made to the City Budget, and these revenue adjustments are included in the appropriate revenue category, as shown in Appendix Table C-2.

Projected recurring revenues to the City General Fund include property tax; in lieu property tax (VLF); sales and use tax; in lieu property tax (sales and use tax); property transfer tax; franchise fees; SB509 sales tax-safety; utility user tax; business licenses and permits; animal licenses and permits; fines, forfeits and penalties; County Landfill excavation charges; charges for current services; interest on investments; rents and concessions; administrative fees; transfer from Gas Tax Fund; and other transfers to the General Fund.

The revenue factors for the recurring revenues projected in the fiscal analysis are summarized in Table 6-2 and described in the remainder of this section. These factors are based on the City's Fiscal Year (FY) 2013/2014 adjusted revenues shown in Appendix Table C-2 and the City's population and service population estimates that are presented in Table 6-1.

Property Tax

General Fund property tax is projected based on assessed valuation times the allocation of the basic one percent property tax levy for the tax rate area (TRA) in which a project is located. Neighborhoods II and III include areas already in the City of Rialto and unincorporated areas that will annex into the City. The calculations of the estimated property tax allocations are based on the formula and methodology provided by the San Bernardino County LAFCO.

Table 6-2
General Fund Recurring Revenue Factors
Lytle Creek Annexation Area
Plan for Service and Fiscal Analysis, City of Rialto
(In Constant 2014 Dollars)

Revenue Source	FY 2013-2014 Adjusted Budget	Projection Basis ¹	Projection Factor ¹
<u>Tax Revenue</u>			
Property Taxes ²	\$5,765,000	Assessed Valuation	14.52% Neighborhood II - Total area 14.87% Neighborhood II - Unincorporated area 13.99% Neighborhood III - Total area 14.22% Neighborhood III - Unincorporated area
In Lieu Property Tax (VLF)	\$8,561,000	Case Study	\$1,443 per \$1,000,000 assessed valuation
Sales and Use Tax	\$7,849,000	Taxable Sales	75% of 1% of projected sales and use tax
In Lieu Property Tax (Sales Tax)	\$2,588,000	Taxable Sales	25% of 1% of projected sales and use tax
Use Tax Factor		Use Tax as Percent of Sales Tax	11.2% of sales tax
Property Transfer Tax	\$250,000	Property turnover and valuation assumptions	5.0% Residential turnover rate 5.0% Non-residential turnover rate \$0.55 per \$1,000 assessed valuation
Franchise Fees	\$3,130,000	Service Population = 112,663	\$27.78 per service population
SB509 Sales Tax-Safety	\$485,000	Population = 101,429	\$4.78 per capita
Utility User Tax	\$11,800,000	Service Population = 112,663	\$104.74 per service population
<u>Licenses and Permits</u>			
Business/Contractors/Truckers Licenses	\$1,777,000	Employment = 24,590	\$72.27 per employee
Dog Licenses	\$155,000	Population = 101,429	\$1.53 per capita
<u>Fines, Forfeits & Penalties</u>	\$484,000	Service Population = 112,663	\$4.30 per service population
<u>Revenue From Other Agencies</u>			
Motor Vehicle in Lieu Tax	\$0	Population = 101,429	\$0.00 per capita
County LF Excavation Charges ³	\$240,000	Service Population = 112,663	\$2.13 per service population
<u>Charges for Current Services</u>			
Animal Control Fees	\$13,000	Population = 101,429	\$0.13 per capita
Other Police Related Fees ⁴	\$297,433	Service Population = 112,663	\$2.64 per service population
Fire Related Inspections ⁵	\$300,000	Population = 101,429	\$2.96 per capita
Ambulance Service Fees/Subscriptions	\$1,860,000	Service Population = 112,663	\$16.51 per service population
Weed & Lot Cleaning	\$98,000	Service Population = 112,663	\$0.87 per service population
Other Current Services	\$4,100	Service Population = 112,663	\$0.04 per service population
<u>Interest on Investments</u>	\$358,850	Percent of Recurring Revenues	0.67% of projected recurring revenues
<u>Rents & Concessions</u>	\$221,000	Service Population = 112,663	\$1.96 per service population
<u>Administrative/Passport/Misc. Fees</u>	\$605,150	Population = 101,429	\$5.97 per capita
<u>Transfers In</u>			
Gas Tax Fund Transfer	\$1,496,080	Population = 101,429	\$14.75 per capita
Other Transfers ⁶	\$3,730,114	Population = 101,429	\$36.78 per capita
<u>Lytle Creek CFD Fees</u> ⁷	n/a	Case Study	\$104.00 per unit

- Note: 1. For fiscal factors that are based on population and employment, an estimated resident equivalent factor is applied, which represents the total population plus 50 percent of the total employment estimate.
2. The fiscal analysis projects property tax at the average of the basic one percent property tax allocations for tax rate areas (TRAs) for each Neighborhood. The calculation of the property tax allocations for each Neighborhood is presented in Appendix C.
3. This revenue is provided by City administrative staff, and represents the estimated share of total County Landfill revenues that are contributed from disposal by City residents.
4. The other police related fees category includes crime report copying, fingerprinting, reproduction charges, police false alarm responses, accident reports, general services, impound fees and crime analysis charges.
5. Fire related inspections include inspections for multi-family rentals.
6. The other transfers in category includes transfers to the General Fund from other funds, such as engineering, CFDs, CDBG and water.
7. Per Section 7 of the pre-annexation development agreement between the City and Lytle Development Company, a community facilities district (CFD) may be established to finance police, fire and park maintenance costs. The special tax levy is set at \$104 per unit.

Sources: Stanley R. Hoffman Associates, Inc.
City of Rialto, *Budget Fiscal Year 2013/2014*
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments
State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties and the State, January 1, 2011-2014*, Sacramento, May 2014
California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*
Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011
Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)
Pre-Annexation and Development Agreement Between The City of Rialto and Lytle Development Company, Recorded in Official Records, County of San Bernardino, Doc#: 2012-0346185, 8/27/2012

Appendix Tables A-7 and A-8 present the projected property tax to the City General Fund for the first five years of the development period and after buildout for Neighborhood II and Neighborhood III for the Annexation Area Only and for the Total Project. The property tax is based on the estimated assessed valuation for each neighborhood and the following property tax allocation rates.

Neighborhood II. The average property tax allocation of the basic one percent property tax levy to the Rialto General Fund is 14.52 percent for the portion of Neighborhood II already within the city limits; the average for the unincorporated part of Neighborhood II is 14.87 percent upon annexation to the City. Appendix Table C-3 presents the TRA allocations in Neighborhood II and the calculation of the estimated property tax allocation for Neighborhood II upon annexation is presented in Appendix Tables C-4.

Neighborhood III. The estimated property tax allocation of the one percent basic levy to the Rialto General Fund for Neighborhood III is 13.99 percent for the portion already within the city limits; the average for the unincorporated area within Neighborhood III is 14.22 percent upon annexations. Appendix Table C-5 includes the TRA allocations for Neighborhood III and Table C-6 presents the calculation of the estimated property tax allocation for Neighborhood III upon annexation to Rialto.

In Lieu Property Tax (VLF)

Cities and counties began receiving additional property tax revenue to replace vehicle license fee (VLF) revenue that was lowered when the state reduced the vehicle license tax in 2004. This property tax in lieu of VLF is projected to grow with the change in the Citywide gross assessed valuation (AV) of taxable property from the prior year. Property tax in lieu of VLF revenue is allocated in addition to other property tax apportionments.

As shown in Appendix Table C-7, the property tax in lieu of VLF in the City is projected to increase at \$1,443 per million dollars of new assessed valuation (AV). This factor is based on the change in AV and the change in property tax in lieu of VLF in the City over the period from fiscal year 2004-2005 to fiscal year 2013-2014. The change over the period from fiscal year 2004-2005 to fiscal year 2013-2014 is used to represent an average of the economic upturns and downturns.

Sales and Use Tax

As part of the total sales tax levied by the State, all cities and counties in the State generally receive a basic one percent (1.0 percent) sales tax and have the option to levy additional sales taxes under certain circumstances. In addition to sales tax revenue, the City receives revenues from the use tax, which is levied on shipments into the state and on construction materials for

new residential and non-residential development not allocated to a situs location. Use tax is allocated by the State Board of Equalization (BOE) to counties and cities based on each jurisdiction's proportion of countywide and statewide direct taxable sales.

Appendix Table C-8 presents the City sales and use tax for calendar year 2013 provided by Hinderliter de Llamas and Associates (HdL). HdL estimates that \$1,070,015 of total sales and use tax was made from levies designated as use tax and the remaining \$9,519,326 of the sales and use tax was point-of-sale sales tax. Therefore, use tax revenues to the City of Rialto are estimated at an additional 11.2 percent of point-of-sale sales tax.

Sales and use tax is projected at 75.0 percent of the total sales and use tax generated because the State has reduced the local sales tax allocation (1.0 percent) by 25.0 percent and replaced this with a dollar-for-dollar allocation of local property tax from County ERAF funds.

Real Property Transfer Tax

Sales of real property are taxed by San Bernardino County at a rate of \$1.10 per \$1,000 of property value. For property located in the City, property transfer tax is divided equally between the City and the County, with the City receiving \$0.55 per \$1,000 of transferred property value. Based on the U.S. Census Bureau, 2008-2012 American Community Survey, residential development in the City is assumed to change ownership at an average rate of about 5.0 percent per year (Appendix Table C-9). While change of ownership data is not available for businesses, non-residential development is also assumed to change ownership at an average rate of 5.0 percent per year.

Franchise Fees

The City receives a franchise fee from telephone/mobile, natural gas, electricity, water, cable/satellite and wastewater businesses within Rialto for use of public rights-of-way. Based on the City Fiscal Year (FY) 2013-2014 adjusted franchise revenues of \$3,130,000, franchise taxes are projected at \$27.78 per service population (112,663), as shown in Table 6-2.

SB509 Sales Tax – Safety

These revenues are projected at \$4.78 per capita based on the City FY 2013/2014 adjusted revenue amount of \$485,000 and the population estimate of 101,429.

Utility User Tax

Rialto levies a utility user tax on the sale of electricity, natural gas, telephone/mobile, water,

wastewater and cable/satellite services within the City. As shown in Table 6-2, based on the City FY 2013/2014 adjusted revenue amount of \$11,800,000 and the City's estimated service population of 112,663, utility user taxes are projected at \$104.74 per service population. This tax will sunset in 2018 unless it is renewed by a majority vote of the residents of Rialto.

Licenses and Permits

Business/contractors/truckers licenses and dog licenses are included in this category.

Business Licenses. Business/contractors/truckers licenses are projected at \$72.27 per employee based on FY 2013/2014 adjusted business license revenues of \$1,777,000 and the City employment estimate of 24,590.

Dog Licenses. Dog licenses are projected at \$1.53 per capita based on the FY 2013/2014 adjusted revenue amount of \$155,000 and the existing City population estimate of 101,429. These projected revenues are combined with projected animal control fees in the projected fiscal impacts for the annexation.

Fines, Forfeits and Penalties

As shown in Table 6-2, these revenues are projected at \$4.30 per service population based on FY 2013/2014 adjusted revenues of \$484,000 thousand and the service population estimate of 112,663. Revenues in this category include parking fines, court fines, and other fines/forfeits/penalties.

County Landfill Charges

City Finance Department staff estimates that about 10 percent of the FY 2013/2014 adjusted County landfill revenues of \$2,400,000, or \$240,000, are from disposal fees from City residents. Based on this estimate of \$240,000 of revenues and the City's estimated service population of 112,663, these revenues are projected at \$2.13 per service population, as shown in Table 6-2.

Based on discussion with the City Finance Manager, these revenues are the City's portion of tonnage fees collected at the County-owned landfill located in the City. The City's waste hauler, Burrtec Industries, has an exclusive franchise with the City and part of the franchise agreement is that Burrtec Industries will dispose of the waste collected from City residents at the County-owned landfill located in the City. Therefore, these revenues are assumed to increase with the growth planned for the Lytle Creek Annexation Area.

Charges for Current Services

Current service charges include animal control, other police department fees, ambulance service fees/subscriptions, weed and lot cleaning and other current services. Based on the City FY

2013/2014 adjusted revenue amounts these revenues for current services are projected as follows.

Animal Control Fees. These fees are projected at \$0.13 per capita based on revenues of \$13,000 and the current city population estimate of 101,429. Projected animal control fees are combined with future dog licenses in the projected fiscal impacts for the annexation.

Other Police Related Fees. These revenues are projected at \$2.64 per service population based on FY 2013/2014 adjusted revenues of \$297,433 and the estimated current City service population of 112,663.

Ambulance Service Fees/Subscriptions. These revenues are projected at \$16.51 per service population based on FY 2013/2014 adjusted revenues of \$1,860,000 and the estimated current City service population, as shown in Table 6-2.

Weed and Lot Cleaning Fees. These revenues are projected at \$0.87 per service population based on FY 2013/2014 revenues of \$98,000 and the estimated current City service population.

Other Current Services. These revenues are not projected because of the small amount of \$500 in the FY 2013/2014 adjusted revenues.

Interest on Investments

These revenues are projected at 0.67percent of the projected recurring General Fund revenues in the fiscal analysis based on FY 2013/2014adjusted estimated interest earnings of \$358,850 and non-interest General Fund projected recurring revenues of \$52,715,300.

Rents and Concessions

As shown in Table 6-2, these revenues are projected at \$1.96 per service population based on FY 2013/2014adjusted revenues of \$221,000 and the City service population estimate of 112,663.

Administrative, Passport and Miscellaneous Fees

These revenues are projected at \$5.97per capita based on FY 2013/2014adjusted revenues of \$605,150 and the City population estimate of 101,429.

Transfers In

These revenues include transfers to the City General Fund from the Gas Tax Fund and other appropriate City funds.

Gas Tax Fund Transfer. Gas tax revenues are earmarked for road related costs including capital and maintenance functions. State gasoline taxes transferred to the General Fund are projected at \$14.75per capita based on the FY 2013/2014adjusted revenue amount of \$1,496,080 and the City population estimate of 101,429.

Other Transfers. These revenues include transfers to the General Fund from other funds, such as engineering, community facility districts (CFDs), Community Development

Block Grant (CDBG), landscaping maintenance and water. As shown in Table 6-2, other transfers to the General Fund are projected at \$36.78 per capita based on the FY 2013/2014 adjusted revenue amount of \$3,730,114 and the City's estimated population.

Lytle Creek CFD Fees

Per Section 7 of the 2012 pre-annexation agreement between the City and Lytle Development Company, a community facilities district (CFD) may be established to finance annual police, fire and park maintenance costs. The special tax levy per the development agreement is \$104 per residential unit.

6.3 City Cost Assumptions

The General Fund cost factors that are used in preparing the fiscal analysis for the Lytle Creek Annexation are presented in Table 6-3. These factors are based on the adjustments to the City's Fiscal Year (FY) 2013/2014 Budget shown in Table 6-4 and the City's population and service population estimates that are presented in Table 6-1.

Since the adoption of the FY 2013/2014 Budget, City Council approved expense amendments of \$4,624,853 that primarily included grants and other carry-forwards from the prior year adopted budget. Based on discussion with the City Finance Manager these amendments are not projected in the fiscal analysis. In February 2014, mid-year expense adjustments of \$545,599 were made to the City Budget, primarily for liability insurance and other general government expenditures. The mid-year expense adjustments of \$545,599 are included in the fiscal analysis as general government costs. In addition, City administrative staff made increases to fire, police and public works costs in order to reflect a budget with normalized staffing and service levels.

Projected General Fund expenditures include general government, or overhead functions, and the following non-general government services of fire, police, recreation, development services, and public works. The fiscal analysis also projects contingency costs at 5 percent of recurring costs and includes the projected street maintenance cost funded through the City Gas Tax Fund.

General Government

General government costs such as City Administrator, City Council, City Clerk, City Treasurer, Human Resources, Finance, the City Cemetery and Non-Departmental expenditures, provide overhead services that cannot be directly linked to a specific department. General government costs include administration and support of departmental line costs such as police, fire and public

Table 6-3
General Fund Recurring Cost Factors
Lytle Creek Annexation Area
Plan for Service and Fiscal Analysis, City of Rialto
(In Constant 2014 Dollars)

Cost Category	FY 2013-2014 Budget		Projection Basis ¹	Cost Factor ¹
	Total	Adjusted		
GENERAL FUND				
General Government	\$9,151,138	\$6,863,354	Percent of General Fund Costs	11.7% of direct department costs, at a 75% marginal rate
Fire	\$15,488,832	\$16,888,832	Service Population = 112,663	\$149.91 per service population
Police	\$25,002,777	\$27,402,777	Service Population = 112,663	\$243.23 per service population
Recreation	\$1,258,356	\$1,258,356	Population = 101,429	\$12.41 per capita
Development Services:				
Engineering ²	\$1,973,988	\$444,942	Service Population = 112,663	\$3.95 per service population
Business Licensing	\$136,026	\$136,026	Employment = 24,590	\$5.53 per employee
Code Enforcement ³	\$826,337	\$775,337	Service Population = 112,663	\$6.88 per service population
Public Works:				
Public Works Administration	\$392,720	\$488,897	Service Population = 112,663	\$4.34 per service population
Community Building Maintenance	\$984,338	\$1,225,403	Service Population = 112,663	\$10.88 per service population
Park Maintenance ⁴	\$2,319,939	\$2,888,092	City Park Acres = 134	\$21,600 per acre
Graffiti Removal	\$102,880	\$128,075	Service Population = 112,663	\$1.14 per service population
Engineering Services and Projects ⁵	\$1,440,648	\$337,848	Service Population = 112,663	\$3.00 per service population
Street Maintenance - MOE	\$2,168,835	\$2,699,983	Service Population = 112,663	\$23.97 per service population
Traffic Safety	\$709,954	\$883,822	Service Population = 112,663	\$7.84 per service population
Storm Drain Program	\$330,688	\$411,674	Service Population = 112,663	\$3.65 per service population
Contingency	n/a	n/a	Case Study	5.0% of total recurring costs
GAS TAX FUND				
Street Maintenance ⁶	\$1,496,080	\$1,496,080	Service Population = 112,663	\$13.28 per service population

- Note: 1. For cost factors that are based on population and employment, the estimated Rialto service population is used to calculate the cost factor. The service population factor is applied to the estimated City Lytle Creek Specific Plan service population.
2. Net development services - engineering costs of \$444,942 are the budgeted costs of \$1,973,988 minus projected one-time fees, permits, and charges for services revenues of \$1,529,046, as shown in Panel A of Table C-10.
3. Net code enforcement costs of \$775,337 are the budgeted costs of \$826,337 minus projected one-time charges for services of \$51,000, as shown in Panel B of Table C-10.
4. Based on the park maintenance cost in the City budget and the 134 City park acres, park costs are projected at \$21,600 per acre.
5. Net public works engineering services and projects costs of \$337,848 are the service level adjusted budget costs of \$1,440,648 minus projected one-time fees for services revenues of \$1,102,800, as shown in Table C-11.
6. Traffic/street sweeping/street maintenance funding is provided through the Gas Tax Fund. According to the City's Fiscal Policy for New Development and Annexations, the City requires that new development annex into Landscaping and Lighting Maintenance District No. 2, or other appropriate financing district, for landscape maintenance of arterials and street lighting.

Sources: Stanley R. Hoffman Associates, Inc.
City of Rialto, *Budget Fiscal Year 2013/2014*
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments
State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties and the State, January 1, 2011-2014*, Sacramento, May 2014
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments
California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, Rialto*
Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011
Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

Table 6-4
Calculation of City General Government Overhead Rate
Lytle Creek Annexation Area
Plan for Service and Fiscal Analysis, City of Rialto
(In Constant 2014 Dollars)

A. CURRENT GENERAL FUND EXPENDITURES AND OVERHEAD RATE

General Fund Expenditures	Fiscal Year 2013/2014				Revised Expenditure Amount		
	Adopted Budget	Budget Amendments and Mid-Year Adjustments ¹	Service Level Budget Adjustments ²	Total Revised Budget	Not Projected in Fiscal Analysis ¹	General Government	Non-General Government
General Government							
City Administrator	\$560,592	\$0	\$0	\$560,592		\$560,592	
City Council	313,525	0	0	313,525		313,525	
City Clerk	1,017,145	0	0	1,017,145		1,017,145	
City Treasurer	323,057	0	0	323,057		323,057	
Human Resources	526,119	0	0	526,119		526,119	
Finance	1,536,026	0	0	1,536,026		1,536,026	
Cemetery	12,400	0	0	12,400		12,400	
Non-Department Expenditures	4,316,675	0	0	4,316,675		4,316,675	
Budget Amendments: Grants and Carry-Forwards ³	0	4,624,853	0	4,624,853	\$4,624,853		
Mid-Year Budget Adjustment	0	545,599	0	545,599		545,599	
Non-General Government							
Engineering and Development Services	\$1,973,988	\$0	\$0	\$1,973,988			\$1,973,988
Development Services - Business Licensing	136,026	0	0	136,026			136,026
Development Services - Code Enforcement	826,337	0	0	826,337			826,337
Fire	15,488,832	0	1,400,000	16,888,832			16,888,832
Police	25,002,777	0	2,400,000	27,402,777			27,402,777
Public Works:							
Administration	392,720	0	96,177	488,897			488,897
Building Maintenance	733,188	0	179,558	912,746			912,746
Park Maintenance	2,319,939	0	568,153	2,888,092			2,888,092
Graffiti	102,880	0	25,195	128,075			128,075
Community Buildings	251,150	0	61,507	312,657			312,657
Engineering Services	737,854	0	180,701	918,555			918,555
Engineering - Projects	419,386	0	102,708	522,094			522,094
Street Maintenance/Street Sweeping/Traffic Signals	2,168,835	0	531,148	2,699,983			2,699,983
Traffic Safety	709,954	0	173,868	883,822			883,822
Storm Drain Program	330,688	0	80,986	411,674			411,674
Public Works Total	8,166,594	0	2,000,000	10,166,594			10,166,594
Recreation	1,258,356	0	0	1,258,356			1,258,356
Landscape maintenance	0	0	0	0			0
GRAND TOTAL GENERAL FUND	\$61,458,449	\$5,170,452	\$5,800,000	\$72,428,901	\$4,624,853	\$9,151,138	\$58,652,910

B. GENERAL FUND OVERHEAD RATE

Current General Government Overhead Rate

General Government Expenditures			\$9,151,138
		<i>divided by</i>	
Direct General Fund Expenditures			\$58,652,910
		<i>equals</i>	
Current General Government Overhead Rate			15.6%
Overhead Rate At 75% Marginal Increase			11.7%

- Note: 1. Since the adoption of the Fiscal Year (FY) 2013/2014 Budget, City Council approved expense amendments of about \$4.6 million that primarily included grants and carry-forwards. Based on discussion with the City Finance Manager, these expense amendments of \$4.6 million are not projected in the fiscal analysis. In February 2014, mid-year expense adjustments of \$545,599 were made to the City Budget, primarily for liability insurance and other general government expenditures. These mid-year expense adjustments of \$545,599 are included in the fiscal analysis as general government costs.
2. The City administrative staff have provided cost estimates that would restore staff levels in police, fire and public works departments to 2010 service levels.

Sources: Stanley R. Hoffman Associates, Inc.
City of Rialto, Budget Fiscal Year 2013/2014
City of Rialto, Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014
City of Rialto, City Administrator and Development Services Department

works. These costs are usually viewed as citywide overhead and are projected using an overhead rate applied to departmental line costs.

As shown in Panel B of Table 6-4, FY 2013/2014 revised general government costs of \$9,151,138 represent about 15.6 percent of revised direct line costs of \$58,652,910. However, overhead costs are not assumed to increase on a one-to-one basis for new development. Based on discussion with City staff, general government costs are projected at a marginal rate of 75 percent, or at 11.7 percent of direct costs.

Fire

As shown previously in Table 6-3, fire protection costs are projected at \$149.91 per service population based on FY 2013/2014 revised expenditures of \$16,888,832 and the City's estimated 112,663 service population.

Police

Police costs are projected at \$243.23 per service population, as shown in Table 6-3, based on FY 2013/2014 revised expenditures of \$27,402,777 and the City's service population estimate of 112,663.

Recreation

As shown in Table 6-3, recreation costs are projected at \$12.41 per capita based on FY 2013/2014 expenditures of \$1,258,356 and the City's population estimate of 101,429.

Development Services

Development services include engineering, business licensing and code enforcement. Based on the City FY 2013/2014 amounts these revenues for development services are projected as follows.

Engineering. Based on FY 2013/2014 net engineering costs of \$444,942 and the City service population estimate of 112,663, non-fee supported costs for engineering are estimated at \$3.95 per service population. As shown in Table 6-3, the total General Fund engineering costs of \$1,973,988 are offset by one-time development related permit and fee revenues of \$1,529,046. Panel A of Appendix Table C-10 presents the calculation of the net engineering cost factor.

Business Licensing. Non-fee supported business licensing costs are estimated at \$5.53 per employee based on FY 2013/2014 business licensing costs of \$136,026 and the City employment estimate of 24,590.

Code Enforcement. Code enforcement costs are projected at \$6.88 per service population based on FY 2013/2014 net code enforcement costs of \$775,337 and the City's service

population estimate of 112,663. As shown in Table 6-3, budgeted code enforcement costs of \$826,337 are offset by one-time development related permit and fee revenues of \$51,000. Panel B of Appendix Table C-10 presents the calculation of the net code enforcement cost factor.

Public Works

Public works costs include department administration, community building maintenance, park maintenance, graffiti removal, engineering services and projects, street maintenance/street sweeping/traffic signals, traffic safety and storm drain program costs.

Administration. As shown previously in Table 6-3, public works administration costs are projected at \$4.34 per service population based on FY 2013/2014 revised costs of \$488,897 and the City service population estimate of 112,663.

Community Building Maintenance. Public works community building maintenance and operations costs are projected at \$10.88 per service population. These costs are based on FY 2013/2014 adjusted budget costs of \$1,225,403 and the current City service population.

Park Maintenance. Public works park maintenance costs are projected at \$21,600 per acre for the planned community park in the Lytle Creek Project Area. This cost factor is based on FY 2013/2014 adjusted budget costs of \$2,888,092 for park maintenance for the existing 134 City park acres.

Graffiti Removal. Public works costs for graffiti removal are projected at \$1.14 per service population. This factor is based on the FY 2013/2014 adjusted budget amount of \$128,075 and the City service population estimate of 112,663, as shown in Table 6-3.

Engineering Services and Projects. Based on adjusted FY 2013/2014 public works net engineering costs of \$337,848 and the City service population estimate of 112,663, non-fee supported costs for engineering are estimated at \$3.00 per service population. Total General Fund public works engineering costs of \$1,440,648 are offset by one-time development related permit and fee revenues of \$1,102,800, as shown in Appendix Table C-11.

Street Maintenance/Street Sweeping/Traffic Signals. Based on FY 2013/2014 adjusted costs of \$2,699,983 and the City service population estimate of 112,663, General Fund street maintenance/street sweeping/traffic signal costs are estimate at \$23.97 per service population, as shown in Table 6-3.

Traffic Safety. Public works costs for traffic safety are projected at \$7.84 per service population. This factor is based on the FY 2013/2014 adjusted budget amount of \$883,822 and the City service population estimate of 112,663.

Storm Drain Program. Costs for the public works storm drain program are projected at \$3.65 per service population based on FY 2013/2014 adjusted costs of \$411,674 and the current City service population estimate of 112,663.

Contingency

The fiscal analysis assumes a 5 percent contingency cost factor, based on discussion with city finance staff, to account for unanticipated costs that may be incurred due to economic and State

Budget uncertainties. The 5 percent contingency factor is applied to the projected total costs, including general government.

Gas Tax Fund

As shown previously in Table 6-3, part of the funding for Citywide traffic safety operations, street maintenance, street sweeping and traffic signals costs are provided through the Gas Tax Fund. The costs funded through the Gas Tax Fund are projected at \$13.28 per service population based on FY 2013/2014 budget costs of \$1,496,080 and the City service population estimate of 112,663.

APPENDIX A PHASED LAND USE TABLES

Table A-1
Phased Residential Development Description: Annexation Area Only
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only					Buildout (2026)
	2016	2017	2018	2019	2020	
A. RESIDENTIAL UNITS						
Incremental Units						
Single Family 1 (2-5 du/acre)	0	0	0	21	28	149
Single Family 2 (5-8 du/acre)	0	0	0	48	182	1,095
Single Family 3 (8-14 du/acre)	0	78	156	178	258	1,380
Multi-Family (14-28 du/acre)	0	0	0	54	51	199
High Density (25-35 du/acre)	0	0	64	200	100	364
Total Incremental Units	0	78	220	501	619	3,187
Cumulative Units	0	78	298	799	1,418	
B. POPULATION (@ 2.919 per unit)						
Total Incremental Population	0	228	642	1,463	1,807	9,304
Cumulative Population	0	228	870	2,333	4,140	

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014
Stoffel & Associates, *Analysis of Retail Demand and Opportunities for the Lytle Creek Planned Community, Rialto, CA, October 2008 Update*

Table A-2
Phased Residential Development Description: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Total Project					Buildout (2026)
	2016	2017	2018	2019	2020	
A. RESIDENTIAL UNITS						
Incremental Units						
Single Family 1 (2-5 du/acre)	0	0	28	33	42	467
Single Family 2 (5-8 du/acre)	0	87	146	166	264	1,908
Single Family 3 (8-14 du/acre)	0	114	228	196	258	1,937
Multi-Family (14-28 du/acre)	0	0	0	54	108	959
High Density (25-35 du/acre)	0	0	64	200	100	989
Total Incremental Units	0	201	466	649	772	6,260
Cumulative Units	0	201	667	1,316	2,088	
B. POPULATION (@ 2.919 per unit)						
Total Incremental Population	0	587	1,360	1,894	2,253	18,272
Cumulative Population	0	587	1,947	3,841	6,094	

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014
Stoffel & Associates, *Analysis of Retail Demand and Opportunities for the Lytle Creek Planned Community, Rialto, CA, October 2008 Update*

Table A-3
Phased Non-Residential Development Description: Annexation Area Only
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only					Buildout (2026)
	2016	2017	2018	2019	2020	
A. COMMERCIAL SQUARE FEET						
Total Incremental Square Feet	0	10,977	0	0	56,167	235,645
<i>Cumulative Square Feet</i>	0	10,977	10,977	10,977	67,144	
B. EMPLOYMENT (@ 500 square feet per employee)						
Neighborhood II	0	22	0	0	0	22
Neighborhood III	0	0	0	0	112	448
Total Incremental Employment	0	22	0	0	112	470
<i>Cumulative Employment</i>	0	22	22	22	134	
C. ON-SITE SALES AND USE TAX ¹						
Neighborhood II	\$0	\$27,464	\$0	\$0	\$0	\$27,464
Neighborhood III	0	0	0	0	140,530	562,120
Total On-Site Sales and Use Tax ²	\$0	\$27,464	\$0	\$0	\$140,530	\$589,584
<i>Cumulative Sales and Use Tax</i>	\$0	\$27,464	\$27,464	\$27,464	\$167,994	

Note: 1. Sales tax is projected at \$225 per square foot and use tax is estimated at 11.2 percent of sales tax.
2. As of July 1, 2004, the State has reduced the local sales tax allocation by 25%, and replaced this 25% reduction of sales tax with a dollar-for-dollar allocation of local property tax from County ERAF funds. Therefore, the fiscal projections at buildout show on-site sales and use tax at 75% of the total, or \$442,188, and the remaining amount of \$147,396 as in lieu property tax (sales and use tax).

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014
Stoffel & Associates, *Analysis of Retail Demand and Opportunities for the Lytle Creek Planned Community*,
Rialto, CA, October 2008 Update

Table A-4
Phased Non-Residential Development Description: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Total Project					Buildout (2026)
	2016	2017	2018	2019	2020	
A. COMMERCIAL SQUARE FEET						
Neighborhood II		54,885	18,295	29,272	0	102,452
Neighborhood III		0	115,478	115,478	83,831	566,280
Total Incremental Square Feet	0	54,885	133,773	144,750	83,831	668,732
<i>Cumulative Square Feet</i>	0	54,885	188,658	333,408	417,239	
B. EMPLOYMENT (@ 500 square feet per employee)						
Total Incremental Employment	0	110	268	290	168	1,340
<i>Cumulative Employment</i>	0	110	378	668	836	
C. SALES AND USE TAX ¹						
Neighborhood II		\$137,322	\$45,774	\$73,239	\$0	\$256,335
Neighborhood III		0	288,926	288,926	209,745	1,416,832
Total On-Site Sales and Use Tax ²	\$0	\$137,322	\$334,700	\$362,165	\$209,745	\$1,673,167
<i>Cumulative Sales and Use Tax</i>	\$0	\$137,322	\$472,022	\$834,187	\$1,043,932	

Note: 1. Sales tax is projected at \$225 per square foot and use tax is estimated at 11.2 percent of sales tax.
2. As of July 1, 2004, the State has reduced the local sales tax allocation by 25%, and replaced this 25% reduction of sales tax with a dollar-for-dollar allocation of local property tax from County ERAF funds. Therefore, the fiscal projections at buildout show on-site sales and use tax at 75% of the total, or \$1,254,875, and the remaining amount of \$418,292 as in lieu property tax (sales and use tax).

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014
Stoffel & Associates, *Analysis of Retail Demand and Opportunities for the Lytle Creek Planned Community*,
Rialto, CA, October 2008 Update

Table A-5
Phased Assessed Valuation: Annexation Area Only
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only					Buildout (2026)
	2016	2017	2018	2019	2020	
A. NEW RESIDENTIAL ASSESSED VALUATION						
	Average Value per Unit					
Total New Residential Valuation						
Single Family 1 (2-5 du/acre)	\$598,742	\$0	\$0	\$11,812,500	\$15,750,000	\$89,212,500
Single Family 2 (5-8 du/acre)	\$437,197	0	0	21,341,290	79,057,194	478,730,973
Single Family 3 (8-14 du/acre)	\$314,533	0	22,053,358	45,803,128	55,885,172	83,394,408
Multi-Family (14-28 du/acre)	\$263,332	0	0	13,618,494	13,376,388	52,403,052
High Density (25-35 du/acre)	\$220,000	0	0	14,080,000	44,000,000	22,000,000
Total New Residential Valuation	\$355,972	\$0	\$22,053,358	\$59,883,128	\$146,657,457	\$213,577,990
Cumulative New Residential Valuation		\$0	\$22,053,358	\$81,936,486	\$228,593,943	\$442,171,933
B. NEW RETAIL ASSESSED VALUATION (@ \$300 per square foot)						
Incremental Retail Assessed Valuation		\$0	\$3,293,100	\$0	\$0	\$16,850,100
Cumulative New Retail Valuation		\$0	\$3,293,100	\$3,293,100	\$3,293,100	\$20,143,200
C. NET ASSESSED VALUATION INCREASE						
New Residential Valuation		\$0	\$22,053,358	\$59,883,128	\$146,657,457	\$213,577,990
New Retail Valuation		0	3,293,100	0	0	16,850,100
Total New Assessed Valuation		\$0	\$25,346,458	\$59,883,128	\$146,657,457	\$230,428,090
Existing Valuation		\$3,442,879	\$2,223,980	\$0	\$1,218,899	\$0
Total Net Assessed Valuation Increase		\$3,442,879	\$23,122,478	\$59,883,128	\$145,438,558	\$230,428,090
Cumulative Net Assessed Valuation Increase		\$3,442,879	\$23,122,478	\$83,005,606	\$228,444,164	\$458,872,254

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Table A-6
Phased Assessed Valuation: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Total Project					Buildout (2026)
	2016	2017	2018	2019	2020	
A. NEW RESIDENTIAL ASSESSED VALUATION						
	Average Value per Unit					
Total New Residential Valuation						
Single Family 1 (2-5 du/acre)	\$565,242	\$0	\$10,150,000	\$16,162,500	\$23,625,000	\$263,968,000
Single Family 2 (5-8 du/acre)	\$468,637	0	49,957,060	89,570,000	80,511,984	116,515,566
Single Family 3 (8-14 du/acre)	\$300,947	0	22,053,358	45,803,128	55,885,172	83,394,408
Multi-Family (14-28 du/acre)	\$261,614	0	0	13,618,494	28,326,469	250,887,427
High Density (25-35 du/acre)	\$220,000	0	0	14,080,000	44,000,000	22,000,000
Total New Residential Valuation	\$352,960	\$0	\$72,010,418	\$159,603,128	\$210,178,151	\$273,861,443
Cumulative New Residential Valuation		\$0	\$72,010,418	\$231,613,546	\$441,791,697	\$715,653,140
B. NEW RETAIL ASSESSED VALUATION (@ \$300 per square foot)						
Incremental Retail Assessed Valuation		\$0	\$16,465,500	\$40,131,900	\$43,425,000	\$25,149,300
Cumulative New Retail Valuation		\$0	\$16,465,500	\$56,597,400	\$100,022,400	\$125,171,700
C. NET ASSESSED VALUATION INCREASE						
New Residential Valuation		\$0	\$72,010,418	\$159,603,128	\$210,178,151	\$273,861,443
New Retail Valuation		0	16,465,500	40,131,900	43,425,000	25,149,300
Total New Assessed Valuation		\$0	\$88,475,918	\$199,735,028	\$253,603,151	\$299,010,743
Existing Valuation		\$14,520,605	\$8,804,578	\$5,716,027	\$0	\$0
Total Net Assessed Valuation Increase		\$14,520,605	\$79,671,340	\$194,019,001	\$253,603,151	\$299,010,743
Cumulative Net Assessed Valuation Increase		\$14,520,605	\$79,671,340	\$273,690,341	\$527,293,492	\$826,304,235

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Table A-7
Phased Property Tax: Annexation Area Only
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only					
	2016	2017	2018	2019	2020	Buildout (2026)
Neighborhood II - Assessed Valuation and Property Tax						
New Residential Valuation	\$0	\$22,053,358	\$59,883,128	\$107,342,672	\$141,180,000	\$804,909,159
New Retail Valuation	0	3,293,100	0	0	0	3,293,100
Neighborhood II New Assessed Valuation	\$0	\$25,346,458	\$59,883,128	\$107,342,672	\$141,180,000	\$808,202,259
		<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>
Existing Valuation	\$2,223,980	\$2,223,980	\$0	\$0	\$0	\$2,223,980
		<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>
Neighborhood II Net Assessed Valuation (AV)	\$2,223,980	\$23,122,478	\$59,883,128	\$107,342,672	\$141,180,000	\$805,978,279
Cumulative Net AV	\$2,223,980	\$23,122,478	\$83,005,606	\$190,348,279	\$331,528,279	
1% Property Tax Levy	\$22,240	\$231,225	\$830,056	\$1,903,483	\$3,315,283	\$8,059,783
	Share of					
	1 Percent					
General Fund Property Tax	\$3,307	\$34,383	\$123,429	\$283,048	\$492,983	\$1,198,490
	14.87%					
Neighborhood III - Assessed Valuation and Property Tax						
New Residential Valuation	\$0	\$0	\$0	\$39,314,784	\$72,397,990	\$329,573,332
New Retail Valuation	0	0	0	0	16,850,100	67,400,400
Neighborhood III New Assessed Valuation	\$0	\$0	\$0	\$39,314,784	\$89,248,090	\$396,973,732
		<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>
Existing Valuation	\$1,218,899	\$0	\$0	\$1,218,899	\$0	\$1,218,899
		<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>
Neighborhood III Net Assessed Valuation (AV)	\$1,218,899	\$0	\$0	\$38,095,885	\$89,248,090	\$395,754,833
Cumulative Net AV	\$1,218,899	\$0	\$0	\$38,095,885	\$127,343,975	
1% Property Tax Levy	\$12,189	\$0	\$0	\$380,959	\$1,273,440	\$3,957,548
	Share of					
	1 Percent					
General Fund Property Tax	\$1,733	\$0	\$0	\$54,160	\$181,041	\$562,633
	14.22%					
Total Project General Fund Property Tax						
	Neighborhood II	\$3,307	\$34,383	\$123,429	\$283,048	\$492,983
	Neighborhood III	\$1,733	\$0	\$0	\$54,160	\$181,041
Total Project		\$5,040	\$34,383	\$123,429	\$337,208	\$674,024
						\$1,761,123

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Table A-8
Phased Property Tax: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Total Project					
	2016	2017	2018	2019	2020	Buildout (2026)
Neighborhood II - Assessed Valuation and Property Tax						
New Residential Valuation	\$0	\$72,010,418	\$159,603,128	\$164,417,672	\$169,840,000	\$1,040,321,219
New Retail Valuation	0	16,465,500	5,488,500	8,781,600	0	30,735,600
Neighborhood II New Assessed Valuation	\$0	\$88,475,918	\$165,091,628	\$173,199,272	\$169,840,000	\$1,071,056,819
		<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>
Existing Valuation	\$8,804,578	\$8,804,578	\$0	\$0	\$0	\$8,804,578
		<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>
Neighborhood II Net Assessed Valuation (AV)	\$8,804,578	\$79,671,340	\$165,091,628	\$173,199,272	\$169,840,000	\$1,062,252,241
Cumulative Net AV	\$8,804,578	\$79,671,340	\$244,762,968	\$417,962,241	\$587,802,241	
1% Property Tax Levy	\$88,046	\$796,713	\$2,447,630	\$4,179,622	\$5,878,022	\$10,622,522
	Share of 1 Percent					
General Fund Property Tax	14.52%	\$12,787	\$115,705	\$355,464	\$606,997	\$853,652
		\$12,787	\$115,705	\$355,464	\$606,997	\$853,652
Neighborhood III - Assessed Valuation and Property Tax						
New Residential Valuation	\$0	\$0	\$0	\$45,760,479	\$104,021,443	\$1,169,207,317
New Retail Valuation	0	0	34,643,400	34,643,400	25,149,300	169,884,000
Neighborhood III New Assessed Valuation	\$0	\$0	\$34,643,400	\$80,403,879	\$129,170,743	\$1,339,091,317
		<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>	<i>minus</i>
Existing Valuation	\$5,716,027	\$0	\$5,716,027	\$0	\$0	\$5,716,027
		<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>	<i>equals</i>
Neighborhood III Net Assessed Valuation (AV)	\$5,716,027	\$0	\$28,927,373	\$80,403,879	\$129,170,743	\$1,333,375,290
Cumulative Net AV	\$5,716,027	\$0	\$28,927,373	\$109,331,252	\$238,501,995	
1% Property Tax Levy	\$57,160	\$0	\$289,274	\$1,093,313	\$2,385,020	\$13,333,753
	Share of 1 Percent					
General Fund Property Tax	13.99%	\$7,997	\$0	\$40,474	\$152,972	\$333,703
		\$7,997	\$0	\$40,474	\$152,972	\$333,703
Total Project General Fund Property Tax						
Neighborhood II		\$12,787	\$115,705	\$355,464	\$606,997	\$853,652
Neighborhood III		\$7,997	\$0	\$40,474	\$152,972	\$333,703
Total Project		\$20,784	\$115,705	\$395,938	\$759,969	\$1,187,355
		\$20,784	\$115,705	\$395,938	\$759,969	\$1,187,355

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Table A-9
Phased Community Park and Public Roads: Annexation Area Only
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Annexation Area Only					
	2016	2017	2018	2019	2020	Buildout (2026)
A. COMMUNITY PARK ACRES						
<u>Incremental Community Park Acres</u> ¹	0.0	0.0	0.0	0.0	0.0	35.7
<i>Cumulative Community Park Acres</i>	0.0	0.0	0.0	0.0	0.0	
B. TOTAL PUBLIC ROADS ²						
<u>Incremental Public Road Miles</u>	0.00	0.55	0.00	2.11	3.62	17.18
<i>Cumulative Total Public Road Miles</i>	0.00	0.55	0.55	2.66	6.28	

Note: 1. The community park is proposed for year eight (or 2023) of the development period.
2. Road phasing is provided by Lytle Development Company.

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

Table A-10
Phased Community Park and Public Roads: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	Total Project					
	2016	2017	2018	2019	2020	Buildout (2026)
A. COMMUNITY PARK ACRES						
<u>Incremental Community Park Acres</u> ¹	0.0	0	0	0	0	35.7
<i>Cumulative Community Park Acres</i>	0.0	0	0	0	0	
B. TOTAL PUBLIC ROADS ²						
<u>Incremental Total Public Road Miles</u>	0.00	2.75	0.00	2.79	5.15	21.58
<i>Cumulative Total Public Road Miles</i>	0.00	2.75	2.75	5.54	10.69	

Note: 1. The community park is proposed for year eight (or 2023) of the development period.
2. Road phasing is provided by Lytle Development Company.

Sources: Stanley R. Hoffman Associates, Inc.
Lytle Development Company, May 2014

APPENDIX B FISCAL IMPACTS OF TOTAL PROJECT

The projected fiscal impacts of the total Lytle Creek Project are presented in this appendix, including the development both within the existing city and within the unincorporated annexation area. The fiscal analysis for the Annexation Area is included separately in Chapter 5 of this report.

As discussed earlier, Rialto voters approved a five year extension of the utility user tax (UUT) on March 2013. The UUT is approved through June 2018. Because the UUT will need voter approval to be extended before projected buildout of the Lytle Creek Project in 2026, the fiscal analysis projects impacts to the Rialto General Fund both with and without the UUT. Fiscal impacts are shown in constant 2014 dollars with no adjustment for possible future inflation.

As shown in Table B-1, a recurring annual surplus is projected for the Total Project with and without UUT after buildout.

Table B-1
Summary of Projected Fiscal Impacts after Buildout: Total Project
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Total Project	Annual Recurring Revenues	Annual Recurring Costs	Annual Recurring Surplus	Revenue/ Cost Ratio
<u>With Utility User Tax</u>	\$13,735,912	\$11,368,214	\$2,367,698	1.21
<i>Annual Surplus per Unit</i>			\$378	
<u>Without Utility User Tax</u>	\$11,737,949	\$11,368,215	\$369,734	1.03
<i>Annual Surplus per Unit</i>			\$59	

Source: Stanley R. Hoffman Associates, Inc.

The projected impacts for the first five years after annexation for both scenarios are included in the following sections of this chapter. No development is assumed during the first year after annexation, with development beginning in the second year after annexation.

B.1 Total Project – With Utility User Tax

As shown in Table B-2, property tax to the City for the Total Project is projected at \$20,784 during the first year after annexation based on the existing valuation of the Total Project area and

Table B-2
Detailed Projected Recurring Fiscal Impacts: Total Project With Utility User Tax
Lytle Creek Annexation Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	TOTAL PROJECT WITH UTILITY USER TAX						Buildout (2026)	Percent of Buildout
	2016	2017	2018	2019	2020			
Recurring Revenues								
Property tax: general	\$20,784	\$115,705	\$395,938	\$759,969	\$1,187,355	\$3,408,292	24.8%	
On-site retail sales and use tax	0	102,992	354,018	625,641	782,950	1,254,876	9.1%	
In lieu property tax (sales & use tax)	0	34,331	118,007	208,548	260,984	418,293	3.0%	
Property transfer tax-turnover	0	242	2,832	7,215	14,189	64,361	0.5%	
In lieu property tax (VLF)	0	127,671	415,888	781,838	1,213,311	3,477,844	25.3%	
Franchise fees	0	17,835	59,366	116,037	180,959	526,264	3.8%	
SB509 sales tax	0	2,806	9,307	18,360	29,129	87,340	0.6%	
Utility users tax	0	67,243	223,829	437,499	682,277	1,984,195	14.4%	
Business licenses	0	7,950	27,318	48,276	60,418	96,842	0.7%	
Animal licenses and fees	0	974	3,232	6,376	10,116	30,332	0.2%	
Fines, forfeits and penalties	0	2,761	9,189	17,961	28,010	81,459	0.6%	
County LF excavation charges	0	1,367	4,552	8,897	13,875	40,351	0.3%	
Charges for current services	0	14,692	48,884	95,659	149,501	436,477	3.2%	
Rents and concessions	0	1,258	4,189	8,187	12,767	37,130	0.3%	
Administrative/passport/misc. fees	0	3,504	11,624	22,931	36,381	109,084	0.8%	
Transfer from Gas Tax Fund	0	8,658	28,718	56,655	89,887	269,512	2.0%	
Other transfers	0	21,590	71,611	141,272	224,137	672,044	4.9%	
Lytle Creek CFD fees	0	20,904	69,368	136,864	217,152	651,040	4.7%	
Interest on invested revenues	144	3,689	12,411	23,326	34,533	90,176	0.7%	
Total Projected Revenues	\$20,929	\$556,173	\$1,870,280	\$3,521,512	\$5,227,931	\$13,735,912	100.0%	
Recurring Costs ¹								
Fire protection	\$0	\$96,242	\$320,358	\$626,174	\$976,514	\$2,839,895	25.0%	
Police protection	0	156,154	519,783	1,015,972	1,584,400	4,607,749	40.5%	
Recreation	0	7,285	24,162	47,667	75,627	226,756	2.0%	
Development services-engineering	0	2,536	8,441	16,499	25,730	74,829	0.7%	
Development services-business licensing	0	608	2,090	3,694	4,623	7,410	0.1%	
Development services-code enforcement	0	4,417	14,703	28,738	44,816	130,335	1.1%	
Public works-administration	0	2,786	9,275	18,128	28,271	82,217	0.7%	
Public works-community building maintenance	0	6,985	23,251	45,446	70,872	206,111	1.8%	
Public works-park maintenance	0	0	0	0	0	771,120	6.8%	
Public works-graffiti removal	0	732	2,436	4,762	7,426	21,596	0.2%	
Public works-engineering services & projects	0	1,926	6,411	12,531	19,542	56,832	0.5%	
Public works-traffic safety/street maintenance	0	20,422	67,978	132,870	207,210	602,609	5.3%	
Public works-storm drain program	0	2,343	7,800	15,246	23,776	69,146	0.6%	
General government	0	35,390	117,750	230,008	358,480	1,130,269	9.9%	
Subtotal Recurring Costs	\$0	\$337,826	\$1,124,437	\$2,197,735	\$3,427,288	\$10,826,871	95.2%	
5% Contingency/Reserves	\$0	\$16,891	\$56,222	\$109,887	\$171,364	\$541,343	4.8%	
Total Recurring Costs	\$0	\$354,717	\$1,180,659	\$2,307,622	\$3,598,652	\$11,368,214	100.0%	
Net Recurring Surplus	\$20,929	\$201,456	\$689,621	\$1,213,890	\$1,629,279	\$2,367,699		
Revenue/Cost Ratio	n/a	1.57	1.58	1.53	1.45	1.21		

Note: 1. Any recurring public costs are assumed to be minimal during this first year of pre-development activities.

Source: Stanley R. Hoffman Associates, Inc.

the share of the basic one percent property tax levy allocated to the City. With the projected interest on the property tax, total revenues are projected at \$20,929 during the first year after annexation. Public service costs are assumed to be minimal during this first year of pre-development activities. A recurring surplus is projected to the General Fund for the next four

years of development and after buildout for the Total Project with the utility user tax (UUT). As shown in Table B-2, a surplus of \$201,456 is projected for the second year after annexation (2017) of the Total Project with the UUT. The projected surplus more than triples to \$689,621 in 2018, and increases to a projected surplus of about \$1.21 million by year 2019. The projected surplus is about \$1.63 million by 2020. The projected surplus increases over the next five years to a projected \$2.37 million after buildout of the Total Project with the UUT.

Projected Recurring Revenues With Utility User Tax

About 74 percent of the total revenues after buildout of the Total Project with the UUT is comprised of property tax, property tax in lieu of vehicle license fees VLF, UUT and sales and use tax.

Projected Recurring Costs With Utility User Tax

As shown above in Table B-2, police protection, fire protection, park maintenance and general government are the largest projected recurring costs and account for about 82 percent of total projected recurring costs for the Total Project after buildout.

B.2 Total Project - Without Utility User Tax

As shown in Table B-3, the same revenues of \$20,784 to the City are projected during the first year after annexation without the UUT. Again, public service costs are assumed to be minimal during this first year of pre-development activities. When development begins in the second year (2017), a surplus of \$133,746 is projected. A surplus of \$464,238 is projected for the following year (2018) without UUT, and by the year 2019 the projected surplus increases to about \$773,354 for the Total Project. By year five (2020), a surplus of about \$942,266 is projected for the Total Project without the UUT. The projected surplus decreases over the next five years to a projected \$369,734 after buildout of the Total Project without the UUT.

Projected Recurring Revenues Without Utility User Tax

About seventy percent of the total revenues after buildout of the Total Project without the UUT is comprised of property tax, property tax in lieu of VLF, and sales and use tax.

Projected Recurring Costs Without Utility User Tax

Police protection, fire protection, park maintenance and general government are the largest projected recurring costs and account for about 82 percent of total projected recurring costs for the Lytle Creek Annexation Area after buildout without the UUT.

Table B-3
Detailed Projected Recurring Fiscal Impacts: Total Project Without Utility User Tax
Lytle Creek Annexation Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	TOTAL PROJECT WITHOUT UTILITY USER TAX						
	2016	2017	2018	2019	2020	Buildout (2026)	Percent of Buildout
Recurring Revenues							
Property tax: general	\$20,784	\$115,705	\$395,938	\$759,969	\$1,187,355	\$3,408,292	29.0%
On-site retail sales and use tax	0	102,992	354,018	625,642	782,951	1,254,877	10.7%
In lieu property tax (sales & use tax)	0	34,331	118,007	208,548	260,984	418,293	3.6%
Property transfer tax-turnover	0	242	2,832	7,215	14,189	64,361	0.5%
In lieu property tax (VLF)	0	127,671	415,888	781,838	1,213,310	3,477,844	29.6%
Franchise fees	0	17,835	59,366	116,037	180,959	526,264	4.5%
SB509 sales tax	0	2,806	9,307	18,360	29,129	87,340	0.7%
Utility users tax	0	0	0	0	0	0	0.0%
Business licenses	0	7,950	27,318	48,276	60,418	96,842	0.8%
Animal licenses and fees	0	974	3,232	6,376	10,116	30,332	0.3%
Fines, forfeits and penalties	0	2,761	9,189	17,961	28,010	81,459	0.7%
County LF excavation charges	0	1,367	4,552	8,897	13,875	40,351	0.3%
Charges for current services	0	14,692	48,884	95,659	149,501	436,477	3.7%
Rents and concessions	0	1,258	4,189	8,187	12,767	37,130	0.3%
Administrative/passport/misc. fees	0	3,504	11,624	22,931	36,381	109,084	0.9%
Transfer from Gas Tax Fund	0	8,658	28,718	56,655	89,887	269,512	2.3%
Other transfers	0	21,590	71,611	141,272	224,137	672,044	5.7%
Lytle Creek CFD fees	0	20,904	69,368	136,864	217,152	651,040	5.5%
Interest on invested revenues	144	3,222	10,858	20,290	29,798	76,407	0.7%
Total Projected Revenues	\$20,929	\$488,463	\$1,644,898	\$3,080,976	\$4,540,919	\$11,737,949	100.0%
Recurring Costs ¹							
Fire protection	\$0	\$96,242	\$320,358	\$626,175	\$976,514	\$2,839,895	25.0%
Police protection	0	156,154	519,783	1,015,972	1,584,401	4,607,749	40.5%
Recreation	0	7,285	24,162	47,667	75,627	226,756	2.0%
Development services-engineering	0	2,536	8,441	16,499	25,730	74,829	0.7%
Development services-business licensing	0	608	2,090	3,694	4,623	7,410	0.1%
Development services-code enforcement	0	4,417	14,703	28,738	44,816	130,335	1.1%
Public works-administration	0	2,786	9,275	18,128	28,271	82,217	0.7%
Public works-community building maintenance	0	6,985	23,251	45,446	70,872	206,111	1.8%
Public works-park maintenance	0	0	0	0	0	771,120	6.8%
Public works-graffiti removal	0	732	2,436	4,762	7,426	21,596	0.2%
Public works-engineering services & projects	0	1,926	6,411	12,531	19,542	56,832	0.5%
Public works-traffic safety/street maintenance	0	20,422	67,978	132,870	207,210	602,609	5.3%
Public works-storm drain program	0	2,343	7,800	15,246	23,776	69,146	0.6%
General government	0	35,390	117,750	230,008	358,480	1,130,269	9.9%
Subtotal Recurring Costs	\$0	\$337,826	\$1,124,438	\$2,197,735	\$3,427,289	\$10,826,872	95.2%
5% Contingency/Reserves	\$0	\$16,891	\$56,222	\$109,887	\$171,364	\$541,343	4.8%
Total Recurring Costs	\$0	\$354,717	\$1,180,660	\$2,307,622	\$3,598,653	\$11,368,215	100.0%
Net Recurring Surplus	\$20,929	\$133,746	\$464,238	\$773,354	\$942,266	\$369,734	
Revenue/Cost Ratio	n/a	1.38	1.39	1.34	1.26	1.03	

Note: 1. Any recurring public costs are assumed to be minimal during this first year of pre-development activities.

Source: Stanley R. Hoffman Associates, Inc.

APPENDIX C SUPPORTING FISCAL TABLES

Table C-1
City Employment Estimate
Lytle Creek Annexation Area
Plan for Service and Fiscal Analysis, City of Rialto

A. ESTIMATED CITY EMPLOYMENT IN 2011				
Category	Estimated Payroll Jobs ¹	Estimated Self-Employed ²	Total Employment	Self-Employed Rate ³
Construction	994	249	1,243	20.0%
Manufacturing	2,052	76	2,128	3.6%
Wholesale Trade	1,162	63	1,225	5.2%
Retail Trade	2,740	176	2,916	6.0%
Transportation & Warehousing	5,412	240	5,651	4.2%
Information	80	9	89	10.2%
Finance & Insurance	272	52	324	16.1%
Real Estate & Rental & Leasing	127	37	164	22.5%
Professional, Scientific, & Technical Services	274	43	317	13.5%
Admin. & Support & Waste Mgmt. & Remediation	660	194	854	22.7%
Health Care & Social Assistance	1,118	70	1,189	5.9%
Arts, Entertainment, & Recreation	160	33	194	17.3%
Accommodation & Food Services	1,451	49	1,499	3.2%
Other Services	1,196	484	1,681	28.8%
Public Admin and Education	4,385	0	4,385	0.0%
Balance Employment ⁴	<u>386</u>	<u>345</u>	<u>732</u>	47.2%
Total	22,468	2,121	24,590	8.6%
B. SUMMARY DISTRIBUTION OF TOTAL EMPLOYMENT				
Retail/Service	5,547	742	6,289	11.8%
Office/Corporate Center	673	132	805	16.4%
Business Park/Light Industrial	7,138	840	7,977	10.5%
General Industrial/Employment	4,725	407	5,132	7.9%
Public Admin and Education	<u>4,385</u>	<u>0</u>	<u>4,385</u>	0.0%
Total	22,468	2,121	24,590	8.6%

- Note: 1. Annual payroll jobs for 2011 are estimated based on data on primary jobs obtained from Census LEHD adjusted for all payroll jobs based on the relationship between LEHD primary jobs and EDD total payroll jobs.
 2. Self-employment is estimated by applying self-employment rates by industry.
 3. Estimated rates of self-employment by industry for San Bernardino County are calculated from the Census American Community Survey (ACS) 2009-11 Public Use Microdata Sample (PUMS).
 4. The balance of employment includes non-classified jobs and suppressed data on agriculture, mining, utilities and management of companies.

Sources: Stanley R. Hoffman Associates, Inc.
 City of Rialto, Economic Development Department
 California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*
 Census Longitudinal Employer-Household Dynamic (LEHD) program.
 Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

Table C-2 (page 1 of 3)
 General Fund Revenues, Fiscal Year 2013-2014
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto
 (In Constant 2014 Dollars)

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments ¹	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue ²	Revenue Projected in Fiscal Analysis
<u>Tax Revenue</u>					
Property Taxes	\$4,891,000	\$548,000	\$5,439,000	\$0	\$5,439,000
In Lieu Property Tax (VLF)	8,400,000	161,000	8,561,000	0	8,561,000
Sales Tax	7,218,000	631,000	7,849,000	0	7,849,000
In Lieu Property Tax (Sales Tax)	2,396,000	192,000	2,588,000	0	2,588,000
Transient Lodging Tax	120,000	0	120,000	120,000	0
Unitary Property Tax	326,000	0	326,000	0	326,000
Franchise Fees	2,980,000	10,000	2,990,000	0	2,990,000
Franchise Fees-PD	150,000	(10,000)	140,000	0	140,000
SB509 Sales Tax-Safety	435,000	50,000	485,000	0	485,000
Property Transfer Tax	211,000	39,000	250,000	0	250,000
UUT-Telephone/Mobile	3,598,000	(48,000)	3,550,000	0	3,550,000
UUT-Gas/Electric	5,530,000	120,000	5,650,000	0	5,650,000
UUT-Water	1,200,000	50,000	1,250,000	0	1,250,000
UUT-Cable/Satellite	473,000	(13,000)	460,000	0	460,000
UUT-Wastewater	941,000	(51,000)	890,000	0	890,000
Subtotal Tax Revenue	\$38,869,000	\$1,679,000	\$40,548,000	\$120,000	\$40,428,000
<u>Licenses and Permits</u>					
Business Licenses	\$1,600,000	\$100,000	\$1,700,000	\$0	\$1,700,000
Contractors Licenses	60,000	0	60,000	0	60,000
Truck Delivery Licenses	17,000	0	17,000	0	17,000
Dog Licenses	155,000	0	155,000	0	155,000
Earthquake Fee	13,000	(11,000)	2,000	2,000	0
Building Permits	509,000	0	509,000	509,000	0
Plumbing Permits	28,000	22,000	50,000	50,000	0
Electrical Permits	30,000	30,000	60,000	60,000	0
Mechanical Permits	18,000	42,000	60,000	60,000	0
Overload Permits	20,000	0	20,000	20,000	0
State Business License Fee	3,000	0	3,000	3,000	0
Energy No-Fee Permits	5,000	0	5,000	5,000	0
SB 1473 State Revolving Fund Fee	5,000	(3,000)	2,000	2,000	0
Alarm Installation Permits	48,000	3,000	51,000	51,000	0
Fire Permits	110,000	0	110,000	110,000	0
Certificates of Occupancy	12,000	(3,000)	9,000	9,000	0
Mobile Home Park State OPS Permit	25,000	0	25,000	25,000	0
Temporary Sign Permits	2,000	0	2,000	2,000	0
Fire Sprinkler Permits	8,000	0	8,000	8,000	0
Other Licenses and Permits	10,000	0	10,000	10,000	0
Total Licenses & Permits	\$2,678,000	\$180,000	\$2,858,000	\$926,000	\$1,932,000
<u>Fines, Forfeits & Penalties</u>					
Parking Fines (City)	\$220,000	\$15,000	\$235,000	\$0	\$235,000
Court Fines (County)	141,000	22,000	163,000	0	163,000
Other Fines/Forfeits/Penalties	40,000	46,000	86,000	0	86,000
Total Fines, Forfeits & Penalties	\$401,000	\$83,000	\$484,000	\$0	\$484,000
<u>Use of Money & Property</u>					
Interest Income From Other Sources	\$58,850	\$0	\$58,850	\$0	\$58,850
Rents & Concessions	250,000	(29,000)	221,000	0	221,000
Investment Income	225,300	74,700	300,000	0	300,000
Total Use of Money & Property	\$534,150	\$45,700	\$579,850	\$0	\$579,850
<u>Revenue From Other Agencies</u>					
Motor Vehicle In Lieu Tax	\$0	\$0	\$0	\$0	\$0
Disaster Assistance	10,000	0	10,000	10,000	0
State Mandated Reimbursements	20,000	28,600	48,600	48,600	0
POST	50,000	(35,000)	15,000	15,000	0
RUSD-Fiscal Affairs/DARE	40,000	(40,000)	0	0	0
State Assistance/CalPers Medicare Part D Subsidy	0	28,340	28,340	28,340	0
DUI Emergency Response	8,500	0	8,500	8,500	0
County Reimbursement	8,840	0	8,840	8,840	0
County Waste Rebate	56,000	(38,360)	17,640	17,640	0
County LF Excavation Charges ³	3,490,000	(1,090,000)	2,400,000	2,160,000	240,000
Total Revenue From Outside Agencies	\$3,683,340	(\$1,146,420)	\$2,536,920	\$2,296,920	\$240,000

Table C-2 (page 2 of 3)
 General Fund Revenues, Fiscal Year 2013-2014
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto
 (In Constant 2014 Dollars)

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments ¹	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue ²	Revenue Projected in Fiscal Analysis
Charges For Current Services					
Planning Variance Reviews	\$1,100	\$1,141	\$2,241	\$2,241	\$0
Lot Lines and Lot Splits	2,000	0	2,000	2,000	0
Development Agreements	4,000	0	4,000	4,000	0
Specific Plan Reviews/Changes	2,000	0	2,000	2,000	0
Annexation Reviews	0	9,127	9,127	9,127	0
Issuance Fees	40,000	0	40,000	40,000	0
Tentative Map Reviews	5,000	3,678	8,678	8,678	0
Sale of Maps/Publications	3,000	0	3,000	0	3,000
Conditional Development Reviews	23,000	21,000	44,000	44,000	0
Environmental Reviews	16,000	4,000	20,000	20,000	0
Animal Control Fees	10,000	3,000	13,000	0	13,000
Building Plan Check	500,000	100,000	600,000	600,000	0
Energy Plan Check	3,000	5,000	8,000	8,000	0
Public Improvement Inspection	250,000	75,000	325,000	325,000	0
Grading Inspection	15,000	0	15,000	15,000	0
Fingerprinting	1,000	0	1,000	0	1,000
Reproduction Charges	5,400	68,000	73,400	0	73,400
Precise Plan Review	74,000	(14,000)	60,000	60,000	0
Fire False Alarm Response	500	0	500	0	500
Police False Alarm Response	85,000	6,000	91,000	0	91,000
Police Accident Reports	48,000	0	48,000	0	48,000
Engineering General Services	50,000	20,000	70,000	70,000	0
Police General Services	5,000	20,533	25,533	0	25,533
Engineering Improvement Plan Check	250,000	0	250,000	250,000	0
Special Investigation Fee	10,000	0	10,000	10,000	0
Ambulance Service Fees	1,800,000	0	1,800,000	0	1,800,000
Ambulance Subscriptions	60,000	0	60,000	0	60,000
Weed & Lot Cleaning	98,000	0	98,000	0	98,000
Grading Plan Check Fee	10,000	0	10,000	10,000	0
Fire Plan Check Fee	80,000	(10,000)	70,000	70,000	0
Traffic Study Fee	4,000	0	4,000	4,000	0
Nuisance Review	51,000	0	51,000	51,000	0
On Site Improvement Inspection	0	200,000	200,000	200,000	0
Environmental Inspection Fee	0	40,000	40,000	40,000	0
Planning General Services	5,000	2,000	7,000	7,000	0
Inspections for Multi-Family Rentals	300,000	0	300,000	300,000	0
Police Impound Fees	58,000	0	58,000	0	58,000
Other Charges for Current Services	3,600	0	3,600	0	3,600
Department-Premium Engineering	172,800	0	172,800	172,800	0
<i>Total Charges for Current Services</i>	<i>\$4,045,400</i>	<i>\$554,479</i>	<i>\$4,599,879</i>	<i>\$2,324,846</i>	<i>\$2,275,033</i>
Other Revenue					
Gain on Disposition	\$0	\$8,310	\$8,310	\$8,310	\$0
Damage/Recovery Restitution	\$37,000	38,630	75,630	75,630	0
RUA Lease Payments	2,000,000	0	2,000,000	2,000,000	0
RUA Contract Payments	824,040	0	824,040	824,040	0
Administrative Fee	275,000	200,000	475,000	0	475,000
Passport Service Fee	50,000	0	50,000	0	50,000
PEG Access Funding	102,300	0	102,300	102,300	0
Miscellaneous Revenue	60,150	20,000	80,150	0	80,150
<i>Total Other Revenue</i>	<i>\$3,348,490</i>	<i>\$266,940</i>	<i>\$3,615,430</i>	<i>\$3,010,280</i>	<i>\$605,150</i>

Table C-2 (page 3 of 3)
 General Fund Revenues, Fiscal Year 2013-2014
 Lytle Creek Annexation Area Plan for Service and Fiscal Analysis
 City of Rialto
 (In Constant 2014 Dollars)

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments ¹	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue ²	Revenue Projected in Fiscal Analysis
Transfers In					
Transfers-Gas Tax	\$1,496,080	\$0	\$1,496,080	\$0	\$1,496,080
Transfers-Waste Management	38,490	0	38,490	0	38,490
Transfers-Fire Development	1,260	0	1,260	0	1,260
Transfers-Landscaping & Lighting District No. 2	34,005	0	34,005	0	34,005
Transfers-AQMD 2766	5,220	0	5,220	0	5,220
Transfers-Local Drainage	10	0	10	0	10
Transfers-CDBG	91,402	20,380	111,782	0	111,782
Transfers-PERS Property Tax	200	0	200	200	0
Transfers-Traffic Development	51,300	0	51,300	0	51,300
Transfers-Successor Agency	219,990	0	219,990	0	219,990
Transfers-Casa Grande Debt Service	12,610	0	12,610	0	12,610
Transfers-Water Administration/Utility	0	100,000	100,000	0	100,000
Transfers-Airport	51,440	0	51,440	0	51,440
Transfers-Utility Billing	62,720	0	62,720	0	62,720
Transfers-Engineering	2,889,007	0	2,889,007	0	2,889,007
Transfers-CFD 87-1	36,940	0	36,940	0	36,940
Transfers-CFD 2006-1	115,340	0	115,340	0	115,340
<i>Total Transfers In</i>	\$5,106,014	\$120,380	\$5,226,394	\$200	\$5,226,194
<i>Total Mid-Year Adjustments</i>		\$1,783,079			
Budget Amendments: Grants and Carry-Forwards ³	\$0	\$3,097,443	\$3,097,443	\$3,097,443	\$0
General Fund Total	\$58,665,394	\$4,880,522	\$63,545,916	\$11,475,689	\$52,070,227

- Note: 1. Since the adoption of the Fiscal Year (FY) 2013/2014 Budget, City Council approved revenue amendments of about \$3.1 million that primarily included grants and carry-forwards. Based on discussion with the City Finance Manager, these revenue amendments are not projected in the fiscal analysis. In February 2014, mid-year revenue adjustments of about \$1.8 million were made to the City budget. These mid-year revenue adjustments are included in the fiscal analysis.
2. Certain revenues are not projected in the fiscal analysis. These include the estimated \$3.1 million revenue amendment (for grants and carry-forwards), revenues that are fixed payments and grants. Development-related one-time fee revenues are deducted from projected departmental costs for development services and engineering.
3. City administrative staff estimates that about 10 percent, or \$240,000, of the total County Landfill revenues that are contributed from disposal by City residents.

Sources: Stanley R. Hoffman Associates, Inc.
 City of Rialto, *Budget Fiscal Year 2013/2014*
 City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*

Table C-3
Current Tax Rate Area (TRA) Allocations: Neighborhood II
Lytle Creek Project Plan for Service and Fiscal Analysis
City of Rialto

Agency Code	Agency/ Fund	Neighborhood II										Weighted Average
		City of Rialto					County of San Bernardino					
		6003	6049	6104	6105	6106	106000	106027	106028	107014	Weighted Average	
AB01 GA01	San Bernardino County General Fund	0.14882541	0.14888228	0.14874533	0.14867690	0.14852663	0.15160313	0.13607659	0.13607460	0.14674114	0.14770464	
AB02 GA01	Educational Revenue Augmentation Fund (ERAF)	0.22533592	0.22496422	0.22523590	0.22513083	0.22490427	0.229565308	0.20605219	0.20604917	0.22220082	0.22365979	
BF02 GA01	Flood Control Zone 2	0.02641980	0.02630438	0.02640291	0.02642485	0.02640578	0.02681448	0.02415659	0.02415610	0.02664979	0.02622116	
BL01 GA01	Flood Control District, Administration, 1 & 2	0.00185778	0.00186494	0.00185671	0.00184330	0.00185715	0.00189239	0.00169862	0.00169860	0.00183175	0.00184377	
BS01 GA01	San Bernardino County Free Library	0.01441134	0.01450752	0.01440262	0.01437532	0.01441055	0.01467940	0.01317683	0.01317650	0.01420650	0.01430281	
BS01 GA02	San Bernardino County, Countywide	0.00510668	0.00509607	0.00510398	0.00509693	0.00509711	0.00520202	0.00466923	0.00466915	0.00503517	0.00506823	
BS01 GA03	County Superintendent of Schools, Regional Occupational Program	0.00087552	0.00088910	0.00087428	0.00087635	0.00087583	0.00089188	0.00080052	0.00080051	0.00086327	0.00086894	
BS01 GA04	County Superintendent of Schools, Physically Handicapped	0.00200873	0.00199506	0.00200728	0.00201651	0.00200579	0.00200718	0.00183663	0.00183662	0.00200000	0.00200000	
BS01 GA05	County Superintendent of Schools, Mentally Handicapped	0.00161290	0.00160472	0.00161182	0.00162062	0.00161104	0.00164300	0.00147474	0.00147470	0.00200000	0.00200000	
CC28 GA01	County Superintendent of Schools, Development Center	0.00052655	0.00052045	0.00052627	0.00053196	0.00052550	0.00053651	0.00048144	0.00048143	0.00050000	0.00050000	
SC54 GA01	City of Rialto	0.13642183	0.13622761	0.13633715	0.13628098	0.13635623	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	
SU50 GA01	Rialto Unified	0.05230497	0.05226778	0.05227291	0.05221877	0.05230332	0.05328102	0.04782445	0.04782331	0.05515254	0.05191110	
SU54 GA01	San Bernardino Unified	0.32765956	0.32695060	0.32736596	0.32724259	0.32739847	0.33369597	0.29950283	0.29950283	0.35885736	0.35885736	
UD15 GA01	San Bernardino County Fire District - Valley Service Zone	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	
UD50 GA01	San Bernardino County Fire District - Valley Service Zone	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	
UD38 GA01	CSA SL-1 Valley Area (Streetslights)	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.02442266	0.02633728	
UF05 GA01	San Bernardino County Fire District - Valley Service Zone	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.01415458	0.01415468	
WR04 GL01	Inland Empire Joint Resource Conservation District	0.00053300	0.00212517	0.00112263	0.00158351	0.00157403	0.00019575	0.00045489	0.00047331	0.00049385	0.00043214	
WU23 GA01	San Bernardino Valley Municipal Water	0.02691611	0.02688988	0.02689902	0.02685784	0.02689907	0.02741938	0.02461041	0.02460888	0.02653919	0.02671362	
WW28 GA01	West San Bernardino County Water District	0.02325290	0.02321022	0.02323484	0.02323074	0.02323805	0.00000000	0.02674701	0.02674646	0.00000000	0.00010382	
	Total	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	
	Total Acreage for General Fund	50.38	8.20	137.26	3.17	16.13	113.63	0.77	1.36	434.06	549.82	
	Percent of Total for General Fund	23.4%	3.8%	63.8%	1.5%	7.5%	20.7%	0.1%	0.2%	78.9%	100.0%	
	Detaching Districts											
	CSA SL-1 Allocations	0.00	0.00	0.00	0.00	0.00	0.00000000	0.01415485	0.01415458	0.00000000	0.01415468	
	CSA SL-1 Acreage	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.77	1.36	0.0%	2.13	
	Percent of Total for CSA SL-1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	36.2%	63.8%	0.0%	100.0%	
	Total Fire Districts' Allocations	n/a	n/a	n/a	n/a	n/a	0.15043555	0.19627617	0.19627225	0.14560562	0.14560010	
	Total Fire Districts' Acreage	n/a	n/a	n/a	n/a	n/a	113.63	0.77	1.36	434.06	549.82	
	Percent of Total for Fire Districts	n/a	n/a	n/a	n/a	n/a	20.7%	0.1%	0.2%	78.9%	100.0%	

Sources: Stanley R. Hoffman Associates, Inc.
San Bernardino County Auditor-Controller, Property Tax Division, TRA Allocations

Table C-4
 Tax Rate Area (TRA) Allocations upon Annexation: Neighborhood II
 Lytle Creek Project Plan for Service and Fiscal Analysis
 City of Rialto

Property Tax Recipient ¹	Tax Rate Area Allocations ²					
	Current County Area				Current City Area	Total Area ⁴
	Prior to Annexation		Upon Annexation ³		City of Rialto	City of Rialto
	San Bernardino County General Fund	San Bernardino County Funds/Districts	San Bernardino County General Fund	City of Rialto		
General Fund	0.1477		0.1600	0.1487	0.1364	0.1452
San Bernardino County Fire District		0.1468				
CSA SL-1 Valley Area (Streetlights)		<u>0.0142</u>				
Total	0.1477	0.1610	0.1600	0.1487	0.1364	0.1452
Acres	549.82	549.82	0.00	549.82	215.14	764.96
Percent of Total	71.9%	71.9%		71.9%	28.1%	100.0%

- Note: 1. Only the property tax allocations for the funds analyzed in this report are presented in this table.
 2. Tax rate allocations are adjusted for the shift to the Education Realignment Augmentation Fund (ERAF).
 3. Although a Master Property Tax Exchange Agreement does not exist between the City of Rialto and the County of San Bernardino, the tax rate allocation for the City of Rialto is based on a formula provided by LAFCO. Upon annexation, the City will receive the allocations for the detaching districts minus 50 percent of the remainder when the total of the historic City allocation of 0.1364 is subtracted from the total of the detaching districts. The formula the City upon annexation is: $0.1610 - ((0.1610 - 0.1364)/2)$. Therefore, 0.1487 will be transferred to the City General Fund from the detaching districts upon annexation of Neighborhood II. The formula for the County upon annexation is: $0.1477 + ((0.1610 - 0.1364)/2)$. Therefore, the County General Fund will receive 0.0123 of the property tax from the detaching districts when the City annexes Neighborhood II. The total property tax allocation for the County General Fund upon annexation is estimated at 0.1600, or 0.1477 plus 0.0123.
 4. The total area allocation for the City represents a weighted average of the area that will be annexed with the area that is currently located in the City.

Sources: Stanley R. Hoffman Associates, Inc.
 San Bernardino County Auditor-Controller, Property Tax Division, TRA Allocations
 San Bernardino County Local Agency Formation Commission (LAFCO), March 2010

Table C-5
Current Tax Rate Area (TRA) Allocations: Neighborhood III
Lytle Creek Project Area Fiscal Analysis, City of Rialto

Agency Code	Agency	Neighborhood III									
		City of Rialto			County of San Bernardino				Weighted Average		
		6003	6044	6054	106003	106004	107014	107014	Weighted Average		
AB01 GA01	San Bernardino County General Fund	0.14882541	0.14866814	0.14907068	0.15113995	0.15131050	0.14674114	0.14893966			
AB02 GA01	Educational Revenue Augmentation Fund (ERAF)	0.22535692	0.23991382	0.22512004	0.22866376	0.22911984	0.22270082	0.22553042			
BF07 GA01	Flood Control Zone 2	0.02641980	0.02813614	0.02637705	0.026865919	0.02686598	0.02644851	0.02644851			
BL01 GA01	Flood Control District, Administration, 1 & 2	0.00185778	0.00197492	0.00185310	0.00188702	0.00188895	0.00183175	0.00185932			
BS01 GA01	San Bernardino County Free Library	0.01441134	0.01515812	0.01435926	0.01442654	0.01470179	0.01465487	0.014420950			
BS01 GA02	County Superintendent of Schools, Countywide	0.00510668	0.00543743	0.00509832	0.00511484	0.00518932	0.00503517	0.00511137			
BS01 GA03	County Superintendent of Schools, Regional Occupational Program	0.00087552	0.00092334	0.00087178	0.00087645	0.00089045	0.00086327	0.00087830			
BS01 GA04	County Superintendent of Schools, Physically Handicapped	0.00200873	0.00215445	0.00200829	0.00201264	0.00203397	0.00204298	0.00200000			
BS01 GA05	County Superintendent of Schools, Mentally Retarded	0.00161290	0.00171844	0.00161119	0.00161260	0.00163955	0.00163989	0.00160000			
CC28 GA01	County Superintendent of Schools, Development Center	0.00052655	0.00000000	0.00052490	0.00051211	0.00053362	0.00053565	0.00050000			
SC16 GA01	City of Rialto	0.13642183	0.14496396	0.13662789	0.00000000	0.00000000	0.00000000	0.00000000			
SC54 GA01	Chaffey Community College	0.00000000	0.04570520	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000			
SU26 GA01	San Bernardino Community College	0.05230497	0.00000000	0.05221094	0.00000000	0.05323888	0.05318482	0.05157254			
SU50 GA01	Fontana Unified	0.00000000	0.29359563	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000			
SU54 GA01	Rialto Unified	0.32756956	0.00000000	0.32694941	0.00000000	0.33321475	0.33310012	0.00000000			
UD15 GA01	San Bernardino Unified	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000			
UD50 GA01	San Bernardino County Fire District - Valley Service Zone	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000			
WR04 GL01	San Bernardino County Fire District	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000			
WU23 GA01	Inland Empire Joint Resource Conservation District	0.00053300	0.00225705	0.00212240	0.00073409	0.00216544	0.00203378	0.00049385			
WW28 GA01	San Bernardino Valley Municipal Water	0.02691611	0.02854651	0.02686999	0.02695586	0.02737174	0.02737174	0.02653919			
	West San Bernardino County Water District	0.02925290	0.03108569	0.02919778	0.02929727	0.00000000	0.00000000	0.00000000			
	Total	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000			
	Total Acreeage for General Fund	316.69	9.81	35.11	134.13	125.06	269.10	528.29			
	Percent of Total for General Fund	87.6%	2.7%	9.7%	25.4%	23.7%	50.9%	100.0%			
	Detaching Districts										
	Total Fire Districts Allocations	n/a	n/a	n/a	0.15025831	0.15016870	0.14560562	0.14786711			
	Total Fire Districts Acreeage	0.00	0.00	0.00	134.13	125.06	269.10	528.29			
	Percent of Total for Fire Districts	0.0%	0.0%	0.0%	25.4%	23.7%	50.9%	100.0%			

Sources: Stanley R. Hoffman Associates, Inc.
San Bernardino County Auditor-Controller, Property Tax Division, TRA Allocations

Table C-6
 Tax Rate Area (TRA) Allocations upon Annexation: Neighborhood III
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto

Property Tax Recipient ¹	Tax Rate Area Allocations ²					
	Current County Area				Current City Area	Total Area ⁴
	Prior to Annexation		Upon Annexation ³		City of Rialto	City of Rialto
	San Bernardino County General Fund	San Bernardino County Funds/Districts	San Bernardino County General Fund	City of Rialto		
General Fund	0.1489		0.1546	0.1422	0.1366	0.1399
San Bernardino County Fire District		0.1479				
Acres	528.29	528.29	0.00	528.29	361.61	889.90
Percent of Total	59.4%	59.4%		59.4%	40.6%	100.0%

- Note: 1. Only the property tax allocations for the funds analyzed in this report are presented in this table.
 2. Tax rate allocations are adjusted for the shift to the Education Realignment Augmentation Fund (ERAF).
 3. Although a Master Property Tax Exchange Agreement does not exist between the City of Rialto and the County of San Bernardino, the tax rate allocation for the City of Rialto is based on a formula provided by LAFCO. Upon annexation, the City will receive the allocations for the detaching districts minus 50 percent of the remainder when the total of the historic City allocation of 0.1364 is subtracted from the total of the detaching districts. The formula for the City upon annexation is: $0.1479 - ((0.1479 - 0.1364)/2)$. Therefore, 0.1422 will be transferred to the City General Fund from the detaching districts upon annexation of Neighborhood III. The formula for the County upon annexation is: $0.1489 + ((0.1479 - 0.1364)/2)$. Therefore, the County General Fund will receive 0.0057 of the property tax from the detaching districts when the City annexes Neighborhood III. The total property tax allocation for the County General Fund upon annexation is estimated at 0.1546, or 0.1489 plus .0057.
 4. The total area allocation for the City represents a weighted average of the area that will be annexed with the area that is currently located in the City.

Sources: Stanley R. Hoffman Associates, Inc.
 San Bernardino County Auditor-Controller, Property Tax Division, TRA Allocations
 San Bernardino County Local Agency Formation Commission (LAFCO), March 2010

Table C-7
Estimated In Lieu Property Tax of Vehicle License Fees (VLF) Factor
Lytle Creek Annexation Area Plan for Service and Fiscal Analysis
City of Rialto
(In Constant 2014 Dollars)

Category	FY 2004-2005	FY 2013-2014	Change
A. Nominal Dollars			
In Lieu Property Tax - VLF	\$5,562,151	\$8,561,000	\$2,998,849
Assessed Valuation	\$3,842,110,300	\$5,917,583,374	\$2,075,473,074
VLF Increase divided by Assessed Valuation (AV)			0.001445
VLF Increase per \$1,000,000 increase in AV			\$1,445
B. Consumer Price Index (Annual 2004 and 2013)			
	193.20	239.21	1.24
C. Constant Dollars			
In Lieu Property Tax - VLF	\$6,886,674	\$8,561,000	\$1,674,326
Assessed Valuation	\$4,757,037,674	\$5,917,583,374	\$1,160,545,700
VLF Increase divided by Assessed Valuation (AV)			0.001443
VLF Increase per \$1,000,000 increase in AV			\$1,443

Sources: Stanley R. Hoffman Associates, Inc.
State Controller's Office, Division of Accounting and Reporting, *Revenue and Taxation Code Section 97.7001(B)(i) Vehicle License Fee Adjustment Amounts, 2004/2005*
City of Rialto, *Budget Fiscal Year 2013/2014*
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*
San Bernardino County Assessor, *2013 Annual Report, 2013 Property Assessment Roll*
Bureau of Labor Statistics (BLS), *Consumer Price Index-All Urban Customers, Los Angeles-Riverside-Orange County, CA, January CPI, April 2014*

Table C-8
Calculation of Use Tax Factor
Lytle Creek Annexation Area Plan for Service and Fiscal Analysis
City of Rialto

Rialto	Amount
<u>Use Tax</u>	
County Pool	\$1,064,180
State Pool	<u>5,835</u>
Total Use Tax	\$1,070,015
	<i>divided by</i>
<u>Point-of-Sale Sales Tax</u>	\$9,519,326
	<i>equals</i>
Use Tax Rate¹	11.2%

Note: 1. The use tax rate is the County Pool plus the State Pool divided by point-of-sale taxable sales tax.

Source: The HdL Companies, *Sales Tax Allocation Totals, Calendar Year 2013*

Table C-9
 Estimated Annual Residential Turnover
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto

City of Rialto	Occupied Housing Units	Percent Turnover
Total Owner Occupied Units	15,169	
Moved in 2010 or later	900	
Moved in 2000 to 2009	<u>6,406</u>	
Total Moved 2000 to 2010	7,306	
Annual Turnover Rate: 2000 to 2010 ¹	731	5%

Note: 1. The annual turnover rate is based on the assumption of ten years for the 2000 to 2010 period.

Sources: Stanley R. Hoffman Associates, Inc.

U.S. Census Bureau, 2008-2012 American Community Survey Tenure by Year Householder Moved Into Unit

Table C-10
 General Fund Net Development Cost Factors
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto
 (In Constant 2014 Dollars)

Category	Amount
A. General Fund Development Services Engineering Costs	
<u>Development Services & Engineering Costs (includes Building and Planning Divisions)</u>	\$1,973,988
	<i>minus</i>
<u>One-Time Licenses and Permits</u>	
Earthquake Fee	\$2,000
Building Permits	509,000
Plumbing Permits	50,000
Electrical Permits	60,000
Mechanical Permits	60,000
Energy No-Fee Permits	5,000
Certificates of Occupancy	9,000
Mobile Home Park State OPS Permit	25,000
Temporary Sign Permits	<u>2,000</u>
Total One-Time Licenses and Permits	\$722,000
	<i>minus</i>
<u>One-Time Charges for Current Services</u>	
Planning Variance Reviews	\$2,241
Lot Lines and Lot Splits	2,000
Development Agreements	4,000
Specific Plan Reviews/Changes	2,000
Annexation Reviews	9,127
Issuance Fees	40,000
Tentative Map Reviews	8,678
Conditional Development Reviews	44,000
Environmental Reviews	20,000
Building Plan Check	600,000
Energy Plan Check	8,000
Precise Plan Review	60,000
Planning General Services	<u>7,000</u>
Total One-Time Charges for Services	\$807,046
	<i>equals</i>
Recurring Net Development Services & Engineering Costs	\$444,942
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
Net Development Services & Engineering Costs per Service Population	\$3.95
 B. General Fund Development Services - Code Enforcement Costs	
<u>Development Services - Code Enforcement</u>	\$826,337
	<i>minus</i>
<u>One-Time Charges for Services</u>	
Nuisance Review	\$51,000
	<i>equals</i>
Recurring Net Development Services-Code Enforcement Costs	\$775,337
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
Net Development Services Costs per Service Population	\$6.88

Sources: Stanley R. Hoffman Associates, Inc.
 City of Rialto, Budget Fiscal Year 2013/2014
 City of Rialto, Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014
 City of Rialto, City Administrator and Development Services Department

Table C-11
 General Fund Net Public Works Engineering Costs
 Lytle Creek Annexation Area
 Plan for Service and Fiscal Analysis, City of Rialto
 (In Constant 2014 Dollars)

Category	Amount
<u>Total General Fund Public Works Engineering Services and Projects</u>	
Engineering Services	\$918,555
Engineering - Projects	<u>522,094</u>
Total Public Works Engineering Services and Projects Costs	\$1,440,648
	<i>minus</i>
<u>One-Time Licenses and Permits</u>	
Overload Permits	\$20,000
	<i>minus</i>
<u>One-Time Charges for Services</u>	
Public Improvement Inspection	\$325,000
Grading Inspection	15,000
Engineering General Services	70,000
Engineering Improvement Plan Check	250,000
Grading Plan Check Fee	10,000
On Site Improvement Inspection	200,000
Environmental Inspection Fee	40,000
Department-Premium Engineering	<u>172,800</u>
Total One-Time Charges for Service	\$1,082,800
	<i>equals</i>
Recurring Net Development Services Costs	\$337,848
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
Public Works Engineering Costs per Service Population	\$3.00

Sources: Stanley R. Hoffman Associates, Inc.
 City of Rialto, Budget Fiscal Year 2013/2014
 City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*
 City of Rialto, City Administrator and Development Services Department

APPENDIX D PROJECT REFERENCES

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Kevin Lynch, Vice President Land Development
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Gerald Pharris, President
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LYTLE CREEK RANCH SPECIFIC PLAN



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PREPARED FOR:

LYTLE DEVELOPMENT
JOINT VENTURE III

ADOPTED BY THE RIALTO CITY COUNCIL ON JULY 13, 2010



LYTLE CREEK RANCH

SPECIFIC PLAN

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PREFACE

The *Lytle Creek Ranch Specific Plan* represents one family's strong commitment to the City of Rialto and its residents. For several decades, the Pharris family has served as good stewards of what is today the largest remaining tract of undeveloped land within the City. The property is located partially within the city limits of Rialto, with the remaining areas located within unincorporated San Bernardino County. As part of project entitlements, the portions of the site not currently within the city limits will be annexed into the City.

In recent years, Rialto and the surrounding areas have experienced increasing pressures to accommodate the growing Inland Empire population. Recognizing this need, the Pharris family has embraced the opportunity to create a legacy project that is a departure from the "mass produced" look and resulting anonymity of conventional subdivision development. With more than a decade spent in planning and design, Lytle Creek Ranch, is envisioned as a multi-generational community where residents can live, work, shop, play, and relax within an intimate, "small town" setting of rich architecture and attractive landscaping.

The *Lytle Creek Ranch Specific Plan* has been prepared to serve as an overall framework to conscientiously guide development of this significant landmark project. This Specific Plan serves as a regulatory document for development of the Lytle Creek Ranch project site into a high-quality, master-planned community. This document will provide guidance to the City of Rialto, builders, developers, architects, and designers in implementing an exciting new collection of neighborhoods that will quickly become some of Rialto's finest and most sought-after residential areas.

Lytle Creek Ranch incorporates carefully crafted neighborhood design principles to ensure that the community develops with a "sense of place" that promotes security, strong neighborhood ties, and a lifestyle rich in amenities. The community's design draws on inspiration from neighborhood-building design strategies and sustainability principles. Lytle Creek Ranch will incorporate "iconic" streets that are readily identifiable, definable neighborhoods with authentic architecture and a distinct sense of character, clustered development that preserves natural open space areas, a mixed-use center near the I-15 freeway that provides local- and regional-serving retail uses, and an extensive network of open space and walking and biking trails designed to promote health and fitness. Lytle Creek Ranch will offer a wide variety of housing sizes and styles designed to meet the needs of a families, couples, and singles. In addition, an age-restricted, Active-Adult neighborhood will offer a mix of residences designed specifically for the needs of individuals aged 55 and older who wish to remain in the Rialto area.

Lytle Creek Ranch offers a range of amenities that will be accessible to all of the residents of Rialto. These public recreational amenities include neighborhood parks, a sports park, two joint-use park/school facilities with sports fields and/or playgrounds, a central "Grand Paseo," and a public 18-hole golf course. The project incorporates and further builds and refines upon the efforts to rehabilitate and redevelop the underperforming El Rancho Verde Royal Vista Golf Club that began in 2006 to create an entirely new public golfing experience. Meandering greens and scenic vistas

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will be interspersed by a series of small lakes and water features. The golf course will include a dramatic new clubhouse that will be available for City and community events and banquets, golf tournaments, weddings, and other social events. In addition to the golf course improvements that are proposed, the project will make the golf course the featured recreational and community amenity for the proposed Active Adult community. The community also proposes new elementary and K-8 schools, which will be owned, maintained, and operated by the Rialto Unified School District.

A new northern gateway into the City will be provided as a component of Lytle Creek Ranch, which will identify Rialto and serve as a community landmark. The gateway design will include an iconic representation of the celebrated Rialto Bridge near the Sierra Avenue/Riverside Avenue intersection, which will help to increase the visibility of the City to passing motorists. Lytle Creek Ranch will include several smaller “Welcome to Rialto” signs as well.

Lytle Creek Ranch also incorporates Green building techniques designed to conserve energy and water, promote recycling and re-use of materials, and ensure that only clean water enters Lytle Creek from the development. Planned as an environmentally conscious community, the project will set aside a total of 1,253.8 acres (51 percent of the total project area) as open space, including natural open space, trails, parkways, and paseos. A minimum of 829.2 acres of the 1,253.8 acres will be preserved in its existing natural habitat as part of the Open Space and Conservation Plan prepared specifically for Lytle Creek Ranch.

Lytle Creek Ranch will result in many benefits to Rialto and the community, including the following:

1. A quality residential and mixed-use master planned community.
2. An exciting new Active Adult community for residents aged 55 and older.
3. A minimum of 829.2 acres of natural open space that will protect important habitat.
4. More than 300 acres of parks, recreation areas, paseos, trails, and golf course uses — most of which will be available for use by the general public and citizens of Rialto.
5. A mix of housing products to meet a wide variety of housing needs.
6. Village Center Commercial development including retail centers that will generate important tax revenue for the City and provide residents with additional shopping opportunities close to home.
7. Improvements to the El Rancho Verde Royal Vista Golf Club that will further enhance the public golf course.

8. Road and landscape improvements to Glen Helen Parkway, Riverside Avenue, Sierra Avenue/Lytle Creek Road, and Country Club Drive.
9. A new decorative gateway element on Riverside Avenue at the northern entrance into the City of Rialto.
10. A community that incorporates sustainable design strategies and offers potential homebuyers an opportunity to live in an environmentally-conscious community.
11. Two potential new school sites – an elementary school and a K-8 school.

When built-out in 2030, this new community will benefit the entire City of Rialto through the provision of new housing neighborhoods, additional parks and recreational amenities, new schools, and enhanced retail opportunities. Its residents will enjoy a lifestyle and level of amenities unsurpassed elsewhere in Rialto. Truly, Lytle Creek Ranch will be a model of the latest “state-of-the-art” planning and design techniques in the Inland Empire and serve as a legacy project in Rialto.

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1.0 INTRODUCTION

1.1 PURPOSE AND INTENT OF THE SPECIFIC PLAN

The Lytle Creek Ranch Specific Plan, hereafter referred to as “Lytle Creek Ranch Specific Plan” or “Specific Plan,” provides a detailed description of the proposed land uses and infrastructure requirements for the Lytle Creek Ranch project, which will be processed through the City of Rialto, California. The design and development standards contained in this document will assist in creating architectural themes and landscape character for development within Lytle Creek Ranch. The Specific Plan is expected to be adopted by Resolution with the exception of Chapter 5.0, Development Standards, which will be adopted by Ordinance and serve as the zoning for the Lytle Creek Ranch Specific Plan area.

This Specific Plan is intended to serve the following purposes:

- Promote quality development consistent with the goals and policies of the City of Rialto General Plan.
- Provide for comprehensive planning that assures the orderly development of the project site in relation to surrounding existing development.
- Assure appropriate phasing and financing for community facilities, including circulation and streetscape improvements, domestic water, urban runoff and flood control facilities, sewage disposal facilities, educational facilities, and parks.
- Establish development regulations permitting a wide variety of detached and attached residential products.
- Develop a plan that is economically feasible and capable of being implemented based on existing and anticipated future economic conditions such that no economic burden to the City occurs.
- Provide for the creation of a compact, walkable community that concentrates development, accommodates residential and commercial/retail development, and establishes a strong “sense of place.”

1.2 AUTHORITY AND FORMAT OF THE SPECIFIC PLAN

The State of California Legislature has established the authority and scope to prepare and implement specific plans. The State requires that all cities and counties in California prepare and adopt a comprehensive General Plan for the physical development of their areas of jurisdiction. To implement the policies described in the General Plan, regulating programs need to be adopted (i.e.,

zoning ordinances, subdivision ordinances, building and housing codes, etc.). California State law authorizes cities with complete General Plans to prepare and adopt specific plans (Government Code Section 65450 – 65457). Local planning agencies or their legislative bodies may designate areas within their jurisdiction as areas for which a specific plan is “necessary or convenient” (Government Code Section 65451).

Specific plans are intended to serve as bridges between the local General Plan and individual development proposals. Specific plans contain both planning policies and regulations, and may combine zoning regulations, capital improvement programs, detailed development standards, and other regulatory requirements into one document, which are designed to meet the needs of a specific area.

The Lytle Creek Ranch Specific Plan has been created through the authority granted to the City of Rialto by the California Government Code, Sections 65450 through 65453. This Specific Plan has been prepared in accordance with the provisions of the California Government Code, which stipulate that a specific plan contain text and diagrams that specify the following:

Land Use

The specific plan must specify the distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.

Public Facilities

The specific plan must show the proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities located within the area covered by the plan, and needed to support the land uses described in the plan.

Development Standards

The specific plan must include standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

Implementation Measures

The specific plan must include a program of implementation measures, including regulation, programs, public works projects, and financing measures.

General Plan Consistency

The specific plan must include a statement of the relationship of the specific plan to the General Plan.

Optional Contents

The specific plan may address any other subject that, in the judgment of the planning agency, is necessary or desirable for implementation of the General Plan.

All future development plans, tentative parcel and/or tract map(s), and/or other similar entitlements for the Lytle Creek Ranch Specific Plan area shall be consistent with the regulations set forth in this Specific Plan and with all other applicable City of Rialto regulations. Furthermore, all regulations, conditions, and programs contained herein shall be deemed separate, distinct, and independent provisions of the Lytle Creek Ranch Specific Plan. In the event that any such provision, standard, or clause is held invalid or unconstitutional, the validity of all remaining provisions, standards, and clauses of this Specific Plan shall not be affected.

1.3 PROJECT LOCATION

The Lytle Creek Ranch Specific Plan project site is located partially within the city limits of Rialto and mostly within the City's sphere of influence in unincorporated San Bernardino County. The site is bisected partially by both the Interstate 15 (I-15) Freeway and Lytle Creek Wash, an intermittent stream. The location of the Lytle Creek Ranch Specific Plan in relation to the local and regional setting is displayed in Figure 1-1, Regional Map, and Figure 1-2, Local Vicinity Map.

Regionally, the City of Rialto is located approximately 60 miles east of downtown Los Angeles and 103 miles north of San Diego, in the western portion of the San Bernardino Valley, in the center of the Inland Empire. The primary regional transportation linkages include the Foothill Freeway (State Route 210), which traverses through the central portion of the City in an east-west direction, and the Ontario Freeway (Interstate 15), which borders the City to the north, providing regional access to the project area. Secondary regional transportation linkages include the Interstate 215 Freeway and U.S. Highway 66 to the northeast and, further south, Interstate. From the I-15, direct access to the project site is provided by Sierra and Riverside Avenues, which run along the southwestern boundary of the site. Access to the site from State Route 210 is available via an interchange at Riverside Avenue.

1.4 PROJECT OBJECTIVES

The Lytle Creek Specific Plan is designed to implement a series of project-related objectives that have been carefully crafted to ensure that the project develops as a high-quality master planned community that meets realistic and achievable objectives. These objectives, which are identified below, have been refined throughout the planning and design process for Lytle Creek Ranch:

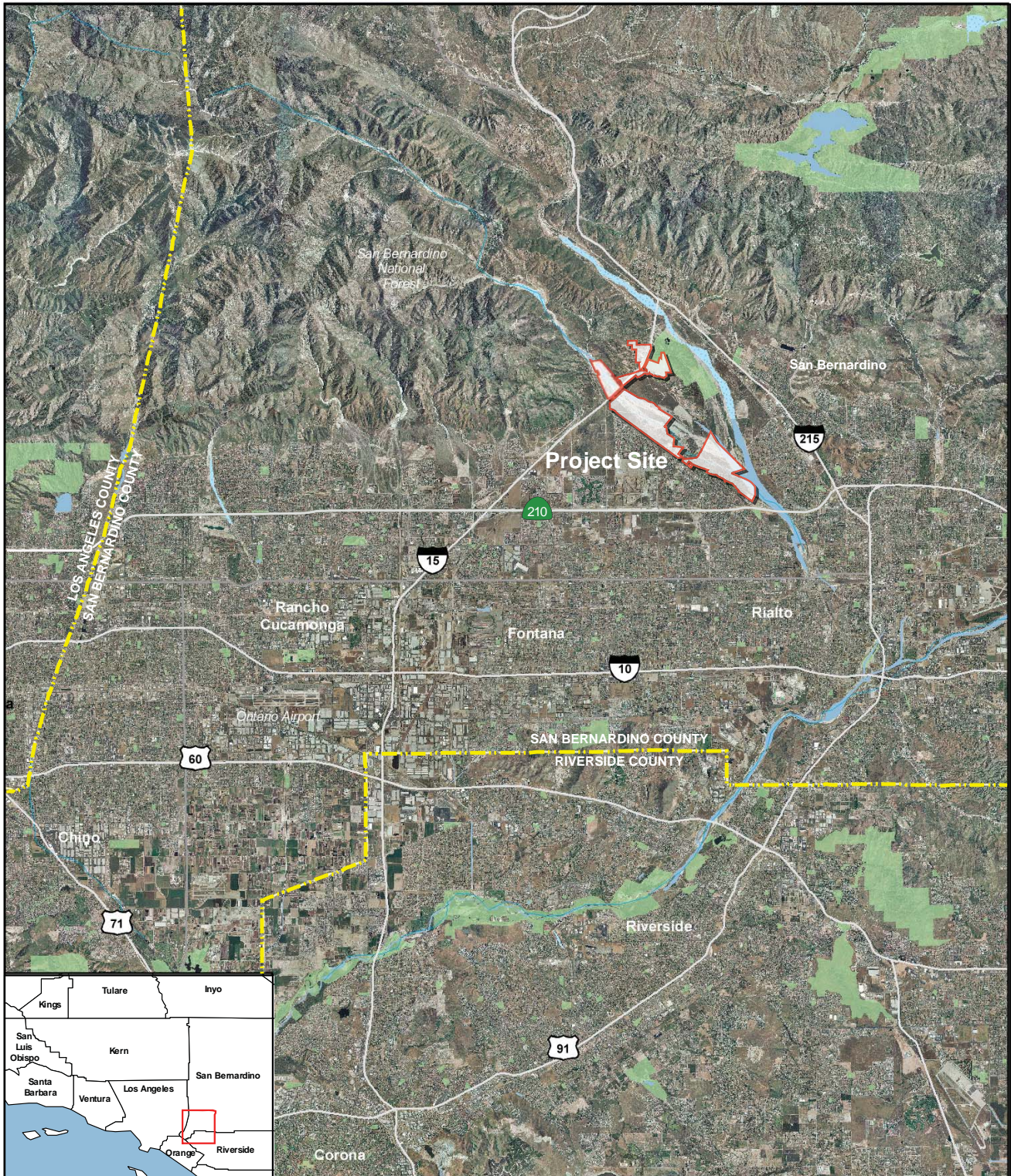
- Build upon the platform of high-quality design, architecture, and landscaping established by neighboring residential communities to provide a northern gateway to the City of Rialto that offers new and exciting amenities to residents.
- Establish open space preservation areas that will provide functioning habitats for sensitive, threatened, and endangered species, preserve Lytle Creek Wash and minimize impacts to its riparian and alluvial fan sage scrub habitats, while providing other wildlife benefits and accommodating growth and development opportunities within the City.

- Locate and integrate the design of native habitat open space areas into the community by providing and promoting connectivity with significant blocks of wildlife habitat off-site and habitat linkages and wildlife movement corridors in the region.
- Maximize opportunities for using native plant material/species in the project landscaping, especially in areas where such landscaping is located in proximity to areas of preserved native habitat.
- Develop freeway-oriented commercial areas to serve regional needs and stimulate job and revenue growth in the City.
- Concentrate development within neighborhoods to promote greater efficiency of land use and promote walking and bicycling.
- Respond to the unmet need for Active Adult communities in the Rialto area by providing residents with a golf course-oriented community and a variety of conveniently located on-site amenities.
- Provide the City and surrounding community with a redesigned public golf course and clubhouse, recreation and open space areas, parks, and trails to meet the City's General Plan goals to provide such facilities to maintain and enhance the City's quality of life.
- Address the City of Rialto's current and projected housing needs for all segments of the community by providing a range of family-oriented single- and multi-family residences, as well as an Active Adult golf course community.
- Establish a mix of land uses and local-serving activities that meet the General Plan's objectives concerning community character and pedestrian-friendly design.
- Implement the City's General Plan Land Use Element goal to facilitate annexation of large areas of land that are governed by a specific plan, which provides for compatibility of land uses, fiscal balance, recreation, and resource protection.
- Create a transportation network that will fulfill the policies of the Rialto General Plan's Circulation Element by allowing residents to live within proximity to schools, recreational opportunities, retail centers, and commercial development, and by minimizing vehicle trips through utilizing access to a variety of transportation opportunities, including pedestrian pathways, bikeways, regional freeways, transit, and trains/Metrolink.
- Provide a network of pleasant, safe, and convenient pedestrian trails and bike lanes.

- Address regional infrastructure concerns by locating development in areas where opportunities for groundwater recharge are maintained and the life of groundwater aquifers are protected.
- Incorporate “Green” and sustainable practices, as practicable, in developing buildings and infrastructure in Lytle Creek Ranch.
- Identify and address safety hazards, such as wildfire and flooding dangers, through implementation of design safety features and levee improvements.
- Undertake development of the project site in a manner that is economically feasible and balanced to address both the Applicant’s and the City’s economic concerns.

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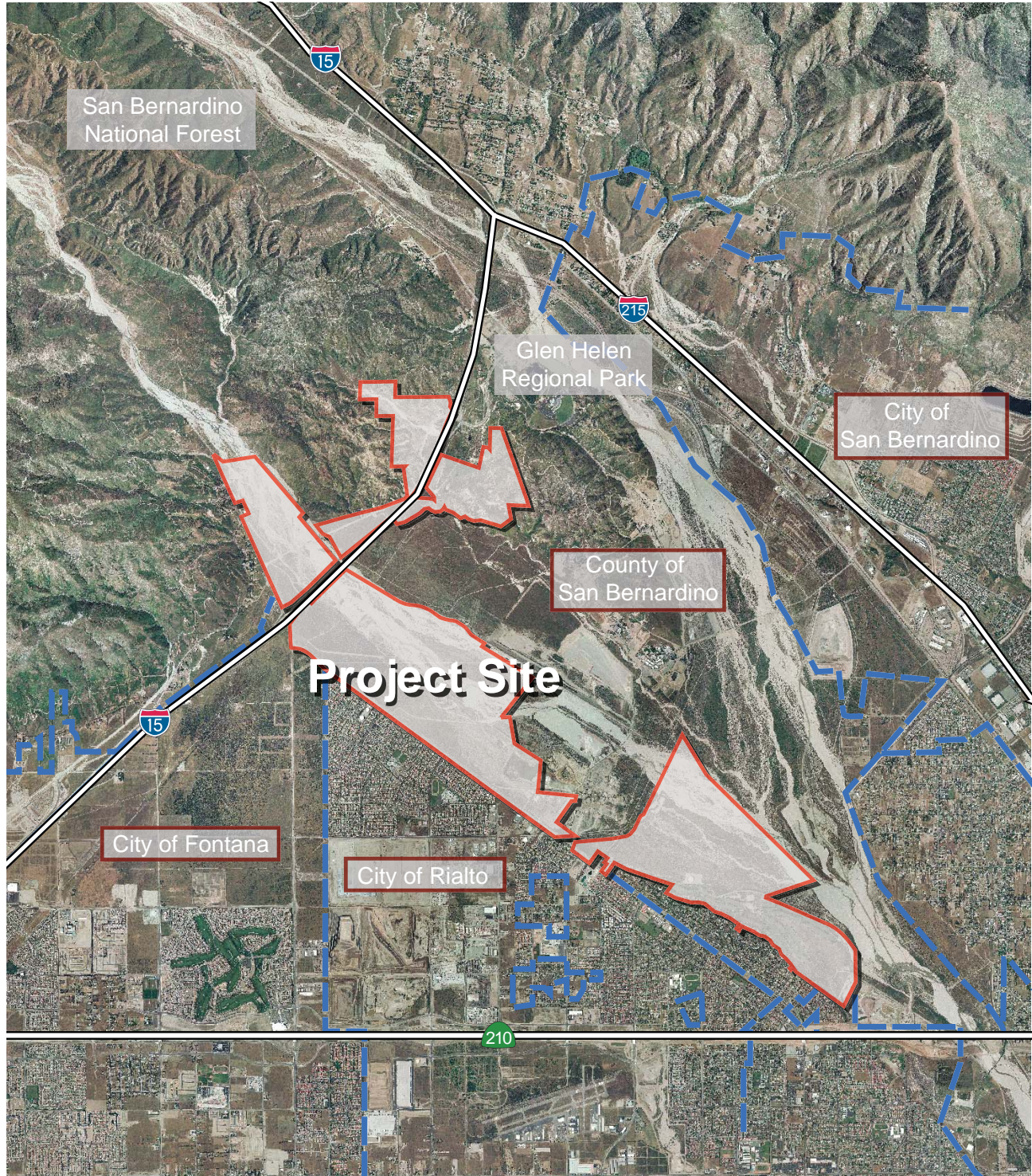
Not to Scale



Figure 1-1
Regional Location

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Not to Scale



Figure 1-2
Local Vicinity Map

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1.5 PROJECT OVERVIEW

Lytle Creek Ranch is the result of years of intensive planning and careful design to create one of the foremost master-planned communities in the Inland Empire and, indeed, in all of Southern California. The project site has been owned and protected by one family for several decades. Now that Rialto is nearing build-out, this family has decided the timing is right to develop portions of the last large remaining vacant land in the City with a beautiful, new master-planned community on approximately 2,447 acres. Portions of the site are located within the city limits of Rialto, while remaining areas of the site are located within the City's sphere of influence in unincorporated San Bernardino County.

The Lytle Creek Ranch community is designed as four separate and unique neighborhoods:

- **Neighborhood I** – includes approximately 417 acres of land. A portion of this land (“Sycamore Flats East” and “Sycamore Flats West”) is located within the boundaries of the 3,400-acre Glen Helen Specific Plan. The remaining land in Neighborhood I includes acreage located within the boundaries of the Lytle Creek North Planned Development. The Lytle Creek North Planned Development encompassed parts of Sycamore Flats East and Sycamore Flats West, including the community of Rosena Ranch. Once approved, the “Lytle Creek Ranch Specific Plan” will supersede portions of the “Glen Helen Specific Plan” (County of San Bernardino) and the “Lytle Creek North Preliminary Development Plan” (County of San Bernardino). Areas to be removed from these adopted plans include Planning Areas 1 through 15 of the Lytle Creek Ranch Specific Plan.
- **Neighborhood II** – is planned as a gated Active Adult golf course community on approximately 802 acres and includes the entire 221-acre El Rancho Verde Specific Plan area. Once approved, the “Lytle Creek Ranch Specific Plan” will supersede the City-approved “El Rancho Verde Specific Plan.” Areas to be removed from the adopted El Rancho Verde Specific Plan include a portion of Planning Area 95, and all of Planning Areas 96 through 103 of the Lytle Creek Ranch Specific Plan.
- **Neighborhood III** – is located south of the I-15 and is planned to appeal to young families and families with children and will include a mix of single-family detached and attached homes, as well as Village Center Commercial development on approximately 969 acres.
- **Neighborhood IV** – includes multi-family residential and Village Center Commercial development on approximately 259 acres located north of the I-15.

Each of the neighborhoods will have a separate and unique identity based on its physical features and public amenities. Three of the neighborhoods will be built-out with housing targeted at a variety of family sizes, couples, and singles, while the fourth neighborhood will be built as a gated, age-qualified community for residents age 55 and older. In all, a maximum of 8,407 dwelling units may

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be constructed in Lytle Creek Ranch. The community will build-out at an overall gross density of approximately 3.5 dwelling units per acre.

Approximately 95.6 acres of Village Commercial Center uses are planned on-site. These areas will develop with retail, commercial, office, business park, and medical/dental uses. One of the Village Center Commercial areas, located at the juncture of Sierra Avenue and Riverside Avenue, is expected to build-out as a major retail shopping center.

Lytle Creek Ranch will include a wide variety of housing types in community settings that reflect the aesthetic charm and neighborhood structure reminiscent of traditional Southern California towns. The community is designed as a mix of family-oriented and Active Adult homes clustered into four distinct neighborhoods. Each neighborhood will have its own unique identity and character. This will be accomplished by promoting authentic architecture and creating iconic streets with consistent design elements and a unified landscape palette to create a readily identifiable streetscape.

Like most areas, the baby boomer segment of the San Bernardino County population is quickly approaching retirement age. The southern portion of Lytle Creek Ranch (Neighborhood II) is planned as a lifestyle community targeted at households within the expanding active adult (age 55 and older) population. Active adult communities such as Lytle Creek Ranch offer residents of similar ages and interests a place to come together to enjoy an active lifestyle and sense of community. Lytle Creek Ranch will focus on the health, wellness, and fitness of its residents. The project will include an extensive network of sidewalks, which will link together the Active Adult neighborhood. In addition, there will be a public 18-hole public golf course. The age-qualified community is designed to accommodate housing without burdening parks and local schools.

An Active Adult recreation center is planned in Neighborhood II especially for those residents. The recreation center will be beautifully landscaped and designed to serve as a community focal and gathering point. It is anticipated that the Neighborhood II recreation center will include a community center building that may contain such amenities as meeting and game/craft rooms, exercise facilities, locker rooms, restrooms, and other facilities. There will also be a swimming pool with a spa, and an outdoor area with barbecues for picnics and special events.

Of the 2,447 acres comprising the project site, half of the property will be preserved as open space by clustering development along Riverside Avenue, Lytle Creek Road, Glen Helen Parkway, Clearwater Parkway, and the I-15 corridor. Lytle Creek Wash bisects a portion of the project site. A minimum of 829.2 acres will be preserved as undisturbed open space in its natural condition for habitat and wildlife potential, including the areas located along and within Lytle Creek Wash and portions of the hillsides adjacent to Glen Helen Regional Park and the San Bernardino National Forest.

Another 296 acres will be devoted to open space, neighborhood parks, golf, and recreation areas. The project proposes an extensive system of green spaces, such as neighborhood parks, paseos, and recreation areas linked together by a network of trails and paseos.

A comprehensive trail system is planned throughout Lytle Creek Ranch. This system includes multi-purpose trails that run adjacent to Lytle Creek Wash in Neighborhoods II, III, and IV. Other trails include a pedestrian walkway along the length of Riverside Avenue in Neighborhoods II, III, and IV, and a variable width “Grand Paseo” that runs the length of Neighborhood III. A multi-purpose trail in the Grand Paseo will be a minimum of eight feet in width and will accommodate both bicycle and pedestrian traffic. In addition, a trail system will be provided in Neighborhood I that will link up to the pedestrian trail system planned in the adjacent Rosena Ranch community (formerly known as “Lytle Creek North”).

Lytle Creek Ranch also includes three public neighborhood parks that will include a mix of passive uses including, but not limited to, picnicking areas, shade structure(s), playgrounds, gardens, seating areas, informal turf play areas, and attractive landscaping. Each of the neighborhood parks in Neighborhood III will contain private recreation facilities designed especially to serve the recreational needs of Lytle Creek Ranch residents of Neighborhood III. In addition, there will be two joint-use parks located adjacent to the two schools, which will include playgrounds and/or sports fields.

In addition to the above recreational amenities, the project will include a re-designed and reconfigured 18-hole public golf course. The golf course will include a new 19,000-square-foot minimum clubhouse facility with pro shop, locker rooms, offices, bar, restaurant, and banquet facilities. Other features include a tournament lawn, driving range, and carts storage barn. Although the golf course will be surrounded by active adult housing, the course and clubhouse will be open for use by the general public.

A key feature of Lytle Creek Ranch is the establishment of a new northern gateway into the City of Rialto. At present, there is no clearly defined edge to the northern portion of the City. Lytle Creek Ranch is designed as the gateway into the City from the north. A dramatic entry featuring an interpretation of the City’s symbol, the Rialto Bridge, will be constructed on Riverside Avenue, near the I-15. This gateway will become a community landmark and will announce to both residents and visitors that they are entering Rialto. The project will also include two “Welcome to Rialto” monument signs, one each in Neighborhoods I and IV.

1.6 DISCRETIONARY ACTIONS AND APPROVALS

The City of Rialto is the Lead Agency for purposes of California Environmental Quality Act (CEQA) compliance and has prepared an Environmental Impact Report (EIR) to consider the following discretionary actions, for which applications have been submitted to the City. These actions are required to implement this Specific Plan:

- **Approval of the General Plan Amendment:** A General Plan Amendment will be necessary to change the entire property from the current General Plan land use designations of “Special Study Areas,” “Edison Easement,” “Residential – Low Density (0-3),” and “Residential – Medium Density (3-6)/Recreation-Golf Course” to “Specific Plan Area” on the City’s General Plan Land Use Map.
- **Approval of the Specific Plan:** The Lytle Creek Ranch Specific Plan has been prepared to realize the objectives of the proposed project as defined here in this Specific Plan. The Specific Plan will be adopted by resolution by the City of Rialto City Council, with the Development Standards chapter adopted by ordinance. The existing “El Rancho Verde Specific Plan,” a portion of the existing “Glen Helen Specific Plan,” and a portion of the “Lytle Creek North Planned Development” will be superseded by the Lytle Creek Ranch Specific Plan, once the Lytle Creek Ranch Specific Plan is approved.
- **Approval of Prezoning:** Once the Specific Plan is approved by the City, the Specific Plan will serve as the “pre-zoning” for the project site. The Specific Plan will pre-zone the property from the mix of current Rialto and San Bernardino County zoning designations to “Specific Plan Zone.”
- **Approval of Tentative Tract Maps (TTM):** Concurrently with the General Plan Amendment, Specific Plan, and other entitlement requests, the master developer intends to process Tentative Tract Maps for portions of the Specific Plan area. The Tentative Tract Maps will be prepared and processed through the City in accordance with Section 17.16 of the City of Rialto Municipal Code and in accordance with the Subdivision Map Act of the California Government Code.
- **Approval of Grading Plans:** In conjunction with the Tentative Tract Maps, the City will process the corresponding grading plans based on the grading permit process established by the City’s Building Codes. Grading permits will be required prior to commencement of on-site grading activities.
- **Certification of the Environmental Impact Report (EIR):** The City of Rialto has determined that an EIR is required to analyze the potential environmental impacts of the project and include mitigation measures, as appropriate, to reduce potential environmental impacts. The EIR has been prepared in accordance with CEQA and the CEQA Guidelines. The City of Rialto will consider certification of the EIR prior to taking action on the requested approvals.
- **Adoption of Mitigation Monitoring Program:** The City will evaluate and adopt a Mitigation Monitoring Program (MMP), which will be considered by the City related to the changes made to the project or conditions of project approval that were adopted in order to mitigate or avoid significant effects on the environment.

- **Approval of a Development Agreement/Pre-Annexation Development Agreement:** A Development Agreement/Pre-Annexation Development Agreement will be negotiated between the City of Rialto and the Project Applicant that will establish vesting of development rights and entitlements, identify project improvements, timing of improvements, as well as the responsibilities and rights of both the City and the project Applicant applying to development of the Lytle Creek Ranch project.

- **Annexation Determination:** All of the above land use entitlements will be acted on by the City prior to annexation of the unincorporated areas into the City. The above entitlements, including the Pre-Annexation Development Agreement, are premised upon “pre-annexation” approvals that will become “in effect” upon completion of the annexation process. Cities are permitted to process pre-annexation General Plan amendments, zone changes, and specific plans prior to Local Agency Formation Commission (LAFCO) action on the proposed annexation; however, these land use entitlements are not considered in effect for the portions of the property located outside the city limits until the property is actually incorporated into the City. The annexation determination will involve the filing of a petition by the landowner(s) with the San Bernardino County LAFCO to annex the unincorporated portions of Lytle Creek Ranch into the City of Rialto. At the time of approval by the City Council, the land use entitlements for those portions of the project site located within the city limits will become effective immediately or as provided for by state law.

The approximately 2,447.3-acre Lytle Creek Ranch project site is located partly within the City of Rialto (approximately 694.2 acres) and partly within an unincorporated portion of southwestern San Bernardino County (approximately 1,753.1 acres). The jurisdictional boundaries are depicted in Figure 1-3, Annexation Areas. As part of project entitlements for Lytle Creek Ranch, the following annexations/boundary adjustments will need to occur:

- Annexation of all unincorporated lands (approximately 1,753.1 acres) within the project area into the City of Rialto;
- Removal of Neighborhood I from the San Bernardino County GH-70 Service District for Fire and Sewer Service;
- Adjustments between the Rialto Unified School District/San Bernardino Unified School District service boundaries in Neighborhood I; and
- Annexation of those portions of the project site located within the Sphere of Influence (i.e., portions of Neighborhoods II, III, and IV) into the West Valley Water District.

All entitlements will require approval by the Rialto City Council. The annexation request will require approval by LAFCO, as well.

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Figure 1-3
Annexation Areas

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2.0 PLANNING CONTEXT

2.1 RELATIONSHIP TO THE CITY OF RIALTO GENERAL PLAN/ZONING CODE

The Lytle Creek Ranch Specific Plan serves as a planning guide to implement the intent of the City's General Plan. The Specific Plan development context has been prepared to be consistent with all applicable goals and programs contained within the General Plan and to effectively implement the policies of the General Plan, and the applicable Zoning requirements and guidelines. The issues and goals identified within each element of the General Plan have been evaluated, and a statement of compliance with the General Plan has been included as Appendix A (General Plan Consistency Analysis).

2.1.1 GENERAL PLAN LAND USES

The City of Rialto General Plan Land Use Element has the broadest scope of any of the required components and serves as the framework for the goals and policies contained in the other elements. The primary implementation mechanism for this element is the Zoning Ordinance.

The majority of the project site is designated as "Special Project areas" on the City's General Plan Land Use Map. A narrow swath of land is designated as "Edison Easement." The southernmost portion of the project site is designated as "Residential – Medium Density (3-6)/Recreation – Golf Course" on the Land Use Map. There are also a few small scattered parcels designated as "Residential – Low Density (0-3)." Figure 2-1, Existing City of Rialto General Plan Land Use Designations, depicts the existing City of Rialto General Plan Land Use designations for the project site and delineates those areas of Lytle Creek Ranch that are currently in the City from those which are in the County.

The Lytle Creek Ranch Specific Plan proposes to amend the Rialto General Plan to:

- Add to Section 2.0, Land Use Designations a "Specific Plan Area" designation that denotes that the land uses in those areas are to be governed by a Specific Plan prepared in accordance with Government Code Section 65450 *et seq.*
- Amend the City's General Plan Land Use Map to (1) reflect proposed annexation of those areas of Lytle Creek Ranch currently in the County into the City; and (2) change the land use designations for the Lytle Creek Ranch project site from "Special Project areas," "Recreation-Golf Course," and "Residential-Medium Density" to "Specific Plan Area." (See Figure 2-2, Proposed City of Rialto General Plan Land Use Map.)
- Adopt "Specific Plan Area" as the land use designation for the Lytle Creek Ranch area, including changing the land use designation for the El Rancho Verde Specific Plan area to "Specific Plan Area."

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Figure 2-1
Existing City of Rialto General Plan Land Uses

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Figure 2-2
Proposed City of Rialto General Plan Land Uses

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2.1.2 ZONING

Approximately 694.2 acres within the Specific Plan area are located within the Rialto city limits and are designated as follows:

- R-1A Single Family Residential
- CC-R Golf Course Residential
- R-OS Recreation Open Space

Approximately 1,753.1 acres within the Specific Plan area are located within unincorporated San Bernardino County and are designated by the County as:

- GH/SP Glen Helen Specific Plan
- FW Floodway
- RS-20M Single Family Residential
- SD-RES Special Development – Residential

Figure 2-3, Existing City of Rialto Zoning, depicts the existing County and City zoning designations for the Lytle Creek Ranch project site.

The Lytle Creek Ranch Specific Plan will be adopted by the City Council by resolution, except for Chapter 5.0, Development Standards, which will be adopted by ordinance and serve as the zoning for Lytle Creek Ranch after the annexation is complete.

The Lytle Creek Ranch project proposes the following zoning amendments:

- Amend Chapter 18 of the Municipal Code to add a “Specific Plan Zone” which allows specific plans to serve as the zoning for property.
- Amend the City’s zoning map to (1) reflect proposed annexation of those areas of Lytle Creek Ranch currently in the County into the City; and (2) change the zoning for the Lytle Creek Ranch project site from its current designations to “Specific Plan Zone.” (See Figure 2-4, Zoning Proposed City of Rialto Zoning.)

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Figure 2-3
Existing City of Rialto Zoning

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Figure 2-4
Proposed City of Rialto Zoning

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2.2 EXISTING CONDITIONS

Approximately 694.2 acres of the project site (26 percent) are located within the jurisdictional limits of the City of Rialto. In addition, approximately 1,753.1 acres of the project site (approximately 72 percent) are located within unincorporated San Bernardino County. The project site is situated within the U.S. Geological Survey (USGS) 7.5-minute Devore topographic quadrangle map within Sections 4, 5, 17, 22, and an unsectioned portion, T, 1 N., R. 5 W. Elevations within the portion of the Specific Plan area within Lytle Creek Wash range from approximately 2,180 feet above mean sea level (MSL) in the upstream portion of the wash in Neighborhood II. Elevations within Sycamore Flats range from 2,270 feet above MSL to 1,930 feet above MSL in the eastern portion of Neighborhood I.

Lytle Creek is a wide stream that bisects the property. It is a tributary of the Santa Ana River. The river flows through the eastern San Gabriel Mountains and has three forks, the North, Middle, and South forks. The North Fork and Middle Fork meet just west of the unincorporated community of Lytle Creek, California and the South Fork joins them soon after. The last mile of the creek has been diverted into an artificial channel to prevent flooding. The creek merges with Warm Creek before joining with Cajon Creek and the Santa Ana River downstream of the property.

Interstate 15 crosses the northern portion of the site. Neighborhood I (including Sycamore Flats) exists northeast of Lytle Creek Wash and on either side of Interstate 15. Portions of Neighborhood I abut Glen Helen Regional Park and the San Bernardino National Forest. In addition to Glen Helen Regional Park, several other County of San Bernardino facilities are located just off-site to the east, including Verdemont Ranch, Glen Helen Rehabilitation Facility, a sheriff's training facility, and an off-road vehicle recreation area. The approved Lytle Creek North Planned Development Project (now Rosena Ranch) borders portions of Neighborhood I and Lytle Creek Wash.

Neighborhood II abuts existing City and County residential areas and an existing sand and gravel operation. Neighborhood III is located across Riverside Avenue from the existing Las Colinas planned community, which is located within the City of Rialto. A roof tile manufacturing plant borders the south and southwestern portion of the Specific Plan area, and a sand and gravel extraction operation exists in the vicinity of Neighborhoods II and III. Neighborhood IV is located near some existing freeway-related retail uses (adjacent to the I-15 Freeway) and lower density residential uses along Lytle Creek Road.

The Specific Plan area encompasses several prescribed land uses, which are not subject to the activities proposed for the Lytle Creek Ranch Specific Plan, including dedicated open space areas, Edison and Caltrans easements, and land uses pre-approved under the Lytle Creek North Planned Development Project. Previously entitled areas include portions of Neighborhood I (the Glen Helen Specific Plan) and the El Rancho Verde Specific Plan (Neighborhood II).

The project site is largely vacant with a series of existing roads providing access to portions of the property. Streets that traverse through the project include Glen Helen Parkway and Clearwater Parkway. Riverside Avenue, Sierra Avenue, and Lytle Creek Road border portions of the project, and Country Club Drive and Oakdale Avenue terminate at the project boundary. Refer to Figure 2-1, Existing Conditions.

2.3 SURROUNDING LAND USES

Much of the area surrounding the Lytle Creek Ranch project site is either developed or limited from development by other constraints. For example, Glen Helen Regional Park, which is home to the Hyundai Pavilion, is located to the northeast of the project. The Pavilion has a capacity of 65,000 and is the nation's largest outdoor amphitheater. The park offers a myriad of recreational opportunities including fishing, swimming, pedal boat rentals, a playground, hiking, volleyball, and the Glen Helen OHV Park.

A portion of the San Bernardino National Forest, which contains a total of more than 671,000 acres, abuts the north/northwest portion of the project site. The National Forest offers a diversity of outdoor opportunities — all which are open to the public. Recreational activities include, but are not limited to, hiking trails, camping, picnicking, mountain biking, off-road vehicles, fishing, horseback riding, target shooting, and hunting. Hiking trails are accessible from a portion of the Lytle Creek Ranch property.

Other uses located in the vicinity of the project site include the San Bernardino County Sheriff's Regional Public Safety Training Center and the Glen Helen Rehabilitation Center, which is San Bernardino County's primary facility for housing both male and female inmates sentenced to County commitments.

The Rosena Ranch residential community (formerly Lytle Creek North), which is currently under construction, is located directly adjacent to the project site and shares access to the Lytle Creek Ranch property via Glen Helen Parkway and Clearwater Parkway. When completed, the Rosena Ranch will offer a mix of single-family and multi-family residences on 386 acres. The project is being developed by Lennar and SunCal and is located in unincorporated San Bernardino County.

An unincorporated area of County land is located immediately to the southwest of the project site between Riverside Avenue and the Lytle Creek Ranch project site. This existing neighborhood consists of single-family detached homes on lots ranging in size from 8,000 square feet to more than 10,000 square feet.

2.4 HISTORICAL BACKGROUND OF RIALTO

Ancient artifacts discovered by archaeologists suggest that the area now known as the City of Rialto was settled prior to the year 1500 AD. These artifacts indicate that the Serrano Indians probably lived in the Rialto area between 1500 and 1800 AD, although no trace remains to suggest their eventual relocation.

Records indicate that in 1769 the King of Spain awarded portions of the Rialto area to selected Spanish Dons. By 1854, many families began to move into the area and developed Rialto into a haven for vineyards, citrus groves and ranches. Early residents of Rialto prided themselves for the cultivation of muscat grapes, and this became an important contribution to the economy. Original cuttings of the muscat grapes were sent to neighboring counties.

In 1887, a group of Methodists seeking land on which to build a college arrived in the area. Although the college was never constructed, it was the Methodists who started the town of Rialto. It is not known how Rialto got its name; one story suggests that "Rialto" is a contraction of *rio* (river) and *alto* (high), and another argues that the area was named after the Rialto Bridge located in Venice, Italy, as the river that once crossed the city was reminiscent of the one in Italy. In either case, the bridge soon became a community symbol and became known as the "Bridge of Progress."

In 1887 a railroad connector line was built between San Bernardino and Pasadena by the Santa Fe Railroad. Along the line, townsites were located every 2,600 yards and, by the fall of that year, more than 25 new towns were built, including the community of Rialto. This same year the Semitropic Land and Water Company was formed to organize the purchase and selling of real estate, water and water rights and privileges. Rialto was incorporated as a city in 1911.

In the early part of the 20th century, the Rialto area was dominated by the citrus industry; however, it quickly developed as a bedroom community of Los Angeles following the Second World War. It has continued to evolve as part of the substantial urban development along Interstate 10 and the new Interstate 210 freeway. In 1989, the population of Rialto was 64,313. In 2005, the population of Rialto exceeded 101,000 persons and is expected to continue to increase. Rialto is now home to a variety of businesses and industry, including three major regional distribution centers: Staples, Inc., which serves stores across the entire West Coast of the United States, Toys "R" Us, and Target in the northern region of the City.

2.5 ENVIRONMENTAL SETTING

2.5.1 SITE TOPOGRAPHY

The project area may best be characterized as being made up of a wide, gently sloping, stony alluvial plain at the base of the San Bernardino Mountains. The project area begins at the base of these mountains and gradually falls to the southeast with a slope averaging three percent.

Elevations within the Lytle Creek Wash portion of the project area range from approximately 2,180 feet above mean sea level (MSL) in the upstream portion to 1,450 feet above MSL in the downstream portion. Elevations within the northeast portion of the property range from 2,260 feet above MSL to 1,980 feet above MSL west of Interstate 15 and from 2,270 feet above MSL to 1,930 feet above MSL east of Interstate 15. (See Figure 2-5, Existing Site Topography.)

2.5.2 GEOLOGY AND SOILS

The soils within the project area are comprised predominantly of unconsolidated alluvium. The alluvium, consisting primarily of sands, gravels, cobbles and occasional boulders, is derived from granitic rock of the San Gabriel Mountains that has been deposited by Lytle Creek in the broad gently sloping alluvial plain on which the Cities of Rialto and Fontana are located.

The California Department of Conservation, Division of Mines and Geology, has designated most of Lytle Creek, including the project area, as a Mineral Resource Zone 2 (MRZ-2), which is defined as an area where adequate information indicates that significant mineral deposits are present. Additionally, according to the City of Rialto General Plan, the Department of Mines and Geology has further defined portions of the project area as containing important mineral resources. The mineral resources found are construction aggregate (sand and gravel) deposits. The site has not been used for mining in recent times.

2.5.3 SEISMICITY AND FAULTING

The Rialto area, like most of Southern California, is located in a region of active faults. Active faults are defined by the California Department of Mines and Geology (1985) as those structures exhibiting displacement during Holocene times (i.e., within the last 11,000 years).

The project site contains several State-designated Alquist-Priolo Special Studies Zones. Seismic events have the potential to occur along these active fault zones.

Figure 2-5
Site Topography

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2.5.4 HYDROLOGY

Alluvial fans are located at the base of mountain ranges where creeks exit from incised canyon channels at a steep gradient to the more gently sloping valley floor. The project area is located at the apex of the alluvial fan head of the Lytle Creek watershed which has a tributary drainage area from the San Gabriel Mountains of over 50 square miles.

Extensive hydrological technical analysis and evaluation has been performed for the Lytle Creek Specific Plan. The project area is significantly influenced by Lytle Creek since much of the project is located within the active flood plain. Lytle Creek, an intermittent stream, flows from the northwest to southeast through the central portion of the project area with the channel pattern changing with each flood.

A significant existing influence impacting the project on-site watershed is the existing Cemex gravel mining operation which has developed three large excavation pits across the floodplain. Three excavations have been constructed so the pits daylight on the downstream side of the project. In addition, earthen diversion channels or levees have been constructed around the upstream perimeter of the excavations to protect the mining operation from flooding and to convey flows between the excavations.

Discharge from the Lytle Creek watershed enters the project site at three main locations. The first are the tributaries to Lytle Creek upstream of the I-15 Freeway. These canyons drain directly into the Lytle Creek through Sierra Avenue adjacent to the project boundary. The second are those tributaries which drain to the I-15 Freeway culverts at Sycamore Flats. The third location consists of the foothill area along the northerly boundary of the San Bernardino County Sheriff complex (and the former Verdemont Ranch). This drainage area generates a flow pattern which generally follows an alignment along the entrenched channel adjacent to the northerly boundary and also intercepts the drainage from the Sycamore Flats area.

2.5.5 BIOLOGICAL RESOURCES

The Lytle Creek Ranch Specific Plan area has been substantially disturbed in the past for agricultural and mining purposes, though much of the native vegetation has grown back. Thorough investigations of biological resources have been ongoing for several years for the purpose of establishing an accurate baseline of existing biological resources.

The majority of the area has, at one time, been disturbed. Recent natural disturbance include extensive fire damage that occurred in October 2003 and 2007, and heavy rains in the winter of 2004 to 2005. However, a mix of non-native and native vegetation is reestablishing itself over most of the Specific Plan area. Today, a fairly widespread system of existing flood control dikes and diversion channels is found throughout Lytle Creek Wash in the project area. In addition, there are a number of unimproved roads and trails, several groundwater recharge areas, and numerous illegal dump sites within the project site.

In addition, as part of the Lytle Creek North Planned Development Project, an approximately 212.7-acre portion of the Lytle Creek Wash (referred to as the "SBKR Conservation Area") was set aside as mitigation for the San Bernardino kangaroo rat (*Dipodomys merriami parvus*). During the Section 7 consultation process for the Lytle Creek North Planned Development Project, a mitigation and monitoring program was developed for the San Bernardino kangaroo rat (SBKR) Conservation Area, which included restoration of San Bernardino kangaroo rat habitat on 40 acres of an upland "island" within the SBKR Conservation Area. Habitat manipulation, to improve the habitat quality for the San Bernardino kangaroo rat, has been implemented, which includes reducing the cover of non-native grasses and dense chamise. Subsequently, the SBKR Conservation Area was expanded by four acres just upstream of Interstate 15 to provide mitigation for the West Valley Water District. Therefore, the total acreage of the combined SBKR Conservation Area is 216.7 acres. The project area supports 38 distinct plant communities and/or associations including 1,136.9 acres of Riversidian alluvial fan sage scrub, 1.2 acres of white sage scrub, 15.7 acres of southern willow scrub, 0.3-acre of California sycamore alliance, and 1.7 acres of southern cottonwood willow riparian that are considered sensitive by the CDFG due to their limited distribution or their potential to support sensitive wildlife species.

The only sensitive plant species observed within the project site is the Plummer's mariposa lily (*Calochortus plummerae*), a CNPS List 1B.2 species. Over 127,300 Plummer's mariposa lilies were mapped primarily within the proposed on-site Habitat Mitigation Area portion of the project area. The project site also contains two CNPS List 3 or List 4 plant species, namely Parry's spineflower (*Chorizanthe parryi* var. *parryi*), a California Native Plant Society (CNPS) List 3.2 species, and southern California black walnut (*Juglans californica* var. *californica*), a CNPS List 4.2 species. Plants in these two categories are not considered to have the same level of sustainability as plants designated as CNPS Lists 1A, 1B, and 2.

Although CNPS Lists 3 and 4 plants require more information before rarity can be determined, they are included in the EIR analysis in order to provide full disclosure during the CEQA review process. In addition, the CNPS recently updated their Lists to utilize “Threat Codes”, represented by decimal ranks following the list number. Threat code .2 indicates the species is fairly endangered in California (20-80% of identified occurrences threatened). An estimated total of 501,280 Parry’s spineflower individuals identified were mapped within the project area. In addition, one southern California black walnut was observed within the project area. Although slender-horned spineflower (*Dodecahema leptoceras*) was documented on-site by MBA in 1994, it has not been observed during consecutive focused surveys conducted by PCR and is considered absent from the project area today.

Sensitive wildlife species observed within the project area include coast (San Diego) horned lizard [(*Phrynosoma coronatum* ssp. *Blainvillei*), California Species of Special Concern (CSC)], golden eagle [(*Aquila chrysaetos*), State fully protected (SFP), CSC], northern harrier [(*Circus cyaneus*), CSC], American peregrine falcon [(*Falco peregrinus anatum*), state endangered, SFP], white-tailed kite [(*Elanus leucurus*), SFP], burrowing owl [(*Athene cunicularia*), CSC], loggerhead shrike [(*Lanius ludovicianus*), CSC], Vaux’s swift [(*Chaetura vauxi*), CSC], willow flycatcher [(*Empidonax traillii*), state endangered], least Bell’s vireo [(*Vireo bellii pusillus*), state and federally endangered], yellow warbler [(*Dendroica petechia brewsteri*), CSC], yellow-breasted chat [(*Icteria virens*), CSC], western mastiff bat [(*Eumops perotis*), CSC], pocketed free-tailed bat [(*Nyctinomops femorosaccus*), CSC], San Diego black-tailed jack rabbit [(*Lepus californicus bennettii*), CSC], northwestern San Diego pocket mouse [(*Chaetodipus fallax fallax*), CSC], Los Angeles pocket mouse [(*Perognathus longimembris brevinasus*), CSC], and San Bernardino kangaroo rat (federally endangered).

Two transient willow flycatcher (state-listed endangered) were observed within the project area in 2006, and another individual was observed in 2007, and another transient individual in 2008. Based on willow flycatcher migration patterns and periods, these birds are considered to be transient, as they were not observed on any previous or subsequent surveys for the state- and federally-listed endangered southwestern willow flycatcher. No state- and federally-listed endangered southwestern willow flycatcher are present in the Specific Plan area.

In 2006, two pairs of least Bell’s vireos were observed during the survey period within Sycamore Flat in Neighborhood I and at least one least Bell’s vireo was observed numerous times within a narrow riparian corridor along the western portion of Neighborhood II. During protocol breeding season surveys in 2007, no pairs of least Bell’s vireo were observed within the project area boundaries, but one pair was found within the Sycamore Flats riparian corridor just off-site and north of the Neighborhood I boundary, within the County Parks parcel. During protocol breeding season surveys in 2008, no least Bell’s vireos were detected within the project area.

A total of approximately 620.3 acres are considered to be occupied by the San Bernardino kangaroo rat within Neighborhoods II and III, and an additional 76.5 acres are considered to be

occupied by the species within Neighborhood IV. Los Angeles pocket mouse occupies 399.9 acres within Neighborhood III and Neighborhood IV. A total of 647.6 acres supporting Riversidean alluvial fan sage scrub (including mixed communities where this community is dominant) on-site within the 100-year floodplain are considered viable habitat for the San Bernardino kangaroo rat.

Wildlife species for which focused surveys of habitat assessments resulted in negative findings include the coastal California gnatcatcher. Focused surveys from 2005 through 2007 have not detected this species on-site. In addition, burrowing owl was only incidentally observed within the proposed on-site Habitat Mitigation Area and not within the development portion of the Specific Plan area.

The majority of the area has, at one time, been disturbed. Recent natural disturbance include extensive fire damage that occurred in October of 2003 and 2007, and heavy rains in the winter of 2004 to 2005. However, native vegetation is reestablishing itself over most of the project area. Today, a fairly widespread system of flood control dikes and diversion channels is found throughout Lytle Creek Wash in the Specific Plan area. In addition, there are a number of unimproved roads and trails, several groundwater recharge areas, and numerous illegal dump sites within the project area.

In addition, as part of the Lytle Creek North Planned Development Project, an approximately 212.7-acre portion of the Lytle Creek Wash (referred to as the "SBKR Conservation Area") was set aside as mitigation for the San Bernardino Kangaroo rat (Figure 3, Prescribed Land Uses). During the Section 7 consultation process for the Lytle Creek North Planned Development Project, a mitigation and monitoring program was developed, which included restoration of SBKR habitat on 40 acres of an upland "island" within Lytle Creek Wash, within the SBKR Conservation Area. Habitat manipulation, to improve the habitat quality for the San Bernardino kangaroo rat, has been implemented, which includes reducing the cover of non-native grasses and dense chamise.

Slender-horned Spineflower

PCR biologists performed focused surveys for the federally and state endangered slender-horned spineflower for four consecutive years throughout the project area with particular attention to areas of suitable habitat (i.e., sandy benches exposed to periodic flooding within alluvial fan sage scrub). Prior to conducting the 2004, 2005, 2006, and 2007 surveys, a reference site in Redlands (Fred Roberts, Botanists, email Comm. with Linda Robb, April and May, 2005) for the slender-horned spineflower was visited by PCR biologists to verify the species was blooming during the survey periods. In 1994, MBA biologists observed three populations of this species in the northwest portion of the project area on both sides of the I-15 Freeway (MBA 1995). The populations, from upstream to downstream, contained 366, 92, and 9 individuals, respectively, for a total of 467 slender-horned spineflower plants observed within the project area in 1994. However, slender-horned spineflower was not observed during the 2004, 2005, 2006, and 2007 sensitive plant surveys despite focused surveys following normal and above normal rainfall seasons and confirmation of this species

blooming at a known reference site. Therefore, the species is no longer believed to occupy areas on-site.

Santa Ana River Woollystar

PCR biologists reviewed a body of scientific literature on the woollystar (*Eriastrum densifolium*) in an attempt to determine the subspecies that occurs within the project area. In a 1997 study by Brunell and Whitkus, Random Amplified Polymorphic DNA (RAPD) markers (i.e., DNA testing) were not conclusive in distinguishing between subspecies. In order to differentiate the federally endangered Santa Ana River woollystar (*Eriastrum densifolium* ssp. *sanctorum*) from one of its four non-listed closely related subspecies (*Eriastrum densifolium* ssp. *austromontanum*, *Eriastrum densifolium* ssp. *densifolium*, *Eriastrum densifolium* ssp. *elongatum*, and *Eriastrum densifolium* ssp. *mohavense*), recent research indicates that the subspecies *sanctorum* is best characterized by morphological features. *Eriastrum densifolium* ssp. *sanctorum* has greater corolla tube length than other subspecies and its mean filament (i.e., a flower part) length is statistically the largest in the species (Brunell and Whitkus 1999a). Brunell and Whitkus even state that of all the subspecies of *Eriastrum densifolium*, only the subspecies *sanctorum* is distinct enough to be classified as a separate subspecies because of its morphology (Brunell and Whitkus 1999a and 1999b).

Following the literature review, PCR biologist Robert Freese, Ph.D. designed a sampling protocol with input from Dr. Mark Brunell (Mark Brunell, email comm. with Robert Freese, June 15, 2006). PCR biologists sampled 60 individual *Eriastrum densifolium* plants within the project area on June 28, 2006. Samples were taken from throughout the range of the species mapped within the project area during focused sensitive plant surveys performed in 2004 and 2005. The corolla tube length was measured in millimeters (mm) and recorded for three separate flowers per plant. The height of each plant was also recorded, as well as any other characteristics that appeared significantly different for any given plant. The data were analyzed and an average corolla tube length was calculated for each plant as well as for the sample population as a whole. This was then compared to the range of corolla tube lengths suggested by the scientific literature for *Eriastrum densifolium* ssp. *sanctorum* and *Eriastrum densifolium* ssp. *elongatum*. The results of PCR's 2006 analysis, which was based upon work and peer-reviewed by Dr. Mark Brunell, indicate that the project area does not support the endangered subspecies *Eriastrum densifolium* ssp. *sanctorum*.

Plummer's Mariposa Lily

PCR biologists performed focused surveys for the CNPS List 1B.2 Plummer's mariposa lily in 2005 throughout the project area, with the exception of Neighborhood I. Particular attention was given to areas of suitable habitat (i.e., a variety of dry habitat including Riversidean alluvial fan sage scrub, Riversidean sage scrub, and chaparral). In 2006, focused surveys were completed within Neighborhood I, while areas of the project area previously surveyed were verified. In 2005, PCR biologists observed 103 individuals within Neighborhoods II, III, and IV, and another estimated 127,200 plants over approximately 45.1 acres in the eastern portion of the large island, adjacent to the SBKR Conservation Area, within the Lytle Creek Wash portion of the project area.

Parry's Spineflower

PCR biologists performed focused surveys for the CNPS List 3.2 Parry's spineflower in 2004 and 2005 throughout the project area, with particular attention given to areas of suitable habitat (i.e., open areas within Riversidean alluvial fan sage scrub, Riversidean sage scrub, and chaparral). In 2006, areas previously mapped were verified and any new significant populations observed were added to the data set. In 1994, Parry's spineflower was found within the project area by MBA biologists in 157 acres of chamise chaparral, alluvial fan sage scrub, and Riversidean sage scrub habitats. At that time, thirteen populations of Parry's spineflower containing an estimated 440,000 individuals were identified within the project area. During the 2005 and 2006 survey seasons, PCR biologists confirmed the locations of the major populations within the project area and also documented several additional small populations (totaling 61,280 plants) throughout the project area. Therefore, an estimated 501,280 plants have been mapped as occurring within the project area.

Coastal California Gnatcatcher

Focused surveys for the federally-threatened coastal California gnatcatcher were conducted in 2005, 2006, and 2007 by PCR biologists Susan Erickson (Permit No. TEO85187-0), Kristin Szabo (Permit No. TE016487-0), Jenni Snibbe (Permit No. TE044520-0), Linda Robb (Permit No. TE093591-0), and Jason Berkley (Permit No. TE009015-1) in accordance with the USFWS Coastal California Gnatcatcher Presence/Absence Survey Guidelines, issued July 28, 1997 (USFWS 1997). Accordingly, six surveys were performed at least one week apart, between 6:00 a.m. and 12:00 noon, within all portions of the project area containing suitable habitat. A maximum of 80 acres per person per survey day were surveyed. To ensure coverage of adjacent areas, vocalizations were broadcast outside the boundaries where suitable coastal California gnatcatcher habitat exists. Focused protocol surveys performed in 2005, 2006, and 2007 did not detect this species within the project area.

Burrowing Owl

PCR biologist Jason Berkley conducted the Phase I (Habitat Assessment) and Phase II (Burrow Surveys) surveys for burrowing owl, a California Species of Special Concern (CSC), on May 25, 2005 and on April 21, 2006. The Phase I and Phase II surveys were repeated in the spring of 2007. To determine presence/absence of suitable habitat for burrowing owl, the project area was thoroughly searched for areas containing suitable habitat indicators. A Phase II, Burrow Survey was conducted immediately following the Phase I, Habitat Assessment to determine if any of the existing small fossorial mammal burrows contained evidence of burrowing owl. The burrowing owl was incidentally observed within the project area but outside the development footprint in the San Bernardino kangaroo rat Conservation Area in September of 2006 and in February of 2007 during trapping for the San Bernardino kangaroo rat. However, the Phase I, Habitat Assessment and Phase II, Burrow Survey in 2006 and 2007 did not detect this species within the development portion of the project area.

Southwestern Willow Flycatcher

Focused surveys for the federally and state endangered southwestern willow flycatcher were performed in 2006, 2007, and 2008 by PCR permitted biologists in accordance with USFWS's *Southwestern Willow Flycatcher Presence/Absence Survey Guidelines*, issued July 11, 2000. Accordingly, five surveys of all riparian habitat within the project area were conducted within three survey periods. All surveys were conducted at least five days apart and began at dawn and ended between 9:00 a.m. and 11:00 a.m., with all portions of the project area containing suitable habitat. No state and federally listed endangered southwestern willow flycatcher are present in the Specific Plan area. Two transient willow flycatchers (state-listed endangered) were observed within the project area in 2006 and another transient individual was observed in 2007 and another transient individual in 2008. Based on willow flycatcher migration patterns and periods, these birds are considered to be transient, as they were not observed on any previous or subsequent surveys for the state and federally-listed endangered southwestern willow flycatcher.

Least Bell's Vireo

Focused surveys for the federally and state endangered least Bell's vireo were performed in 2006, 2007, and 2008 by PCR permitted biologists in accordance with USFWS's Least Bell's Vireo Survey Guidelines, issued January 19, 2001. Accordingly, eight (8) surveys were performed between April 10 and July 31 in each of those three years. Surveys were conducted no less than ten (10) days apart, between dawn and 11:00 a.m., within all portions of the project area containing suitable riparian habitat and adjacent habitat potentially used for foraging. In 2006, two pairs of least Bell's vireos were observed during the survey period within Sycamore Flat in Neighborhood I and at least one least Bell's vireo was observed numerous times within a narrow riparian corridor along the western portion of Neighborhood II. During protocol breeding season surveys in 2007, no pairs were found within the project area, but one pair of least Bell's vireo was observed within the Sycamore Flats riparian corridor just north of land off-site of the Neighborhood I project area boundary, within the County Parks parcel. During protocol breeding season surveys in 2008, no least Bell's vireos were detected within the project area.

San Bernardino Kangaroo Rat

Based upon focused trapping surveys in 2005, 2006 and 2007, the San Bernardino kangaroo rat occupied a total of 696.8 acres within Neighborhoods II, III, and IV within the project area.

Los Angeles Pocket Mouse

Los Angeles pocket mouse occupies approximately 399.9 acres within Neighborhoods III and IV.

2.5.6 CULTURAL RESOURCES

An archaeological record search and field investigation were previously conducted for the Lytle Creek project. The record search indicated the limited presence of both prehistoric and historic resources within the project boundaries; however, during the field survey of the property, many of these resources originally identified through the record search were found to have been destroyed

or substantially altered by natural phenomena and human activity. The field investigation also resulted in identification of several previously unidentified historic resources. A detailed impact analysis and appropriate mitigation measures are provided in the Environmental Impact Report prepared for this project.

According to the 1992 General Plan Update and the City's adopted Specific Plans there are no known paleontological sites in the City of Rialto. A paleontologic field investigation conducted on the project area indicates that paleontologic sensitivity remains low and paleontologic resources, if any, are not expected to be adversely impacted.

2.5.7 EXISTING CIRCULATION

The Interstate 15 Freeway (I-15) bisects a portion of the project site. Regional access to the site is available from the I-15 Freeway at the Sierra Avenue and Glen Helen Parkway intersections. Other regional access to the site is available from State Route 210 (SR-210) via an interchange at Riverside Avenue. The project site is accessible from several local streets including Glen Helen Parkway, Clearwater Parkway, Lytle Creek Road, Riverside Avenue, Country Club Drive, and Oakdale Avenue. Riverside Avenue is designated on the City's Master Plan of Arterial Highways as a Major Arterial. Several streets terminate at the project boundary including Live Oak Avenue (a Major Arterial), Alder Avenue (a Major Arterial), Locust Avenue (a Secondary Arterial), and Linden Avenue (a Secondary Arterial).

2.6 RIGHTS-OF-WAY/EASEMENTS

The project site is crossed by a number of rights-of-way and easements, which are depicted on a series of maps. There are separate exhibits for Neighborhoods II, III, and IV, and two exhibits for Neighborhood I. Refer to Figures 2-6 through 2-10.

2.7 RELATIONSHIP TO OTHER PLANS

The Lytle Creek Ranch Specific Plan will require an amendment to the City of Rialto General Plan in order to ensure full consistency between the two documents. The General Plan Amendment will require changes to the General Plan Land Use Map, as well as select changes to the General Plan document text.

When approved, this Specific Plan will also supersede a portion of other existing approved documents, including the Glen Helen Specific Plan (County of San Bernardino) and the Lytle Creek North Preliminary Development Plan (County of San Bernardino). Areas to be removed from these adopted plans include Planning Areas 1 through 15 of the Lytle Creek Ranch Specific Plan.

Figure 2-6
Site Constraints – Neighborhood I (East Portion)

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Figure 2-7
Site Constraints – Neighborhood I (West Portion)

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Figure 2-8
Site Constraints – Neighborhood II

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Figure 2-9
Site Constraints – Neighborhood III

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Figure 2-10
Site Constraints – Neighborhood IV

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3.0 PLAN ELEMENTS

3.1 PURPOSE AND INTENT

This Chapter contains a discussion of the various plan elements for Lytle Creek Ranch, including the following:

- Land Use Plan
- Parks and Recreation Plan
- Open Space and Conservation Plan
- Circulation Plan
- Infrastructure and Services Plan
- Grading Plan

Each plan works in tandem with the other plans to establish a framework for Lytle Creek Ranch, ensuring that the project will develop as a rich, vibrant community with schools, parks, open space, residences, retail uses, and other types of development.

3.2 LAND USE PLAN

3.2.1 LAND USE PLAN DESCRIPTION

Lytle Creek Ranch is a 2,447-acre master planned community located partially within the city limits of Rialto and mostly within the City's sphere of influence in San Bernardino County. The project is designed to contain a series of neighborhoods clustered around public amenities such as parks, a public 18-hole golf course, an elementary school, an elementary/middle (K-8) school, recreation areas, and open space. Lytle Creek Ranch will focus on the health, wellness, and fitness of its residents.

This community is designed as four separate and unique neighborhoods, each with its own identity:

- **Neighborhood I** – includes the 417 acres of land in the areas located partially within the boundaries of the adopted Glen Helen Specific Plan (County of San Bernardino). This area is sometimes referred to as “Sycamore Flats East” and “Sycamore Flats West.” The remaining portions of Neighborhood I are located within the “Lytle Creek North Planned Development.” Most of the Lytle Creek North Planned Development is under construction and is known as “Rosena Ranch.” When approved by the City, the Lytle Creek Ranch Specific Plan will become the governing document for all of Neighborhood I. This document will supersede those portions of the Glen Helen Specific Plan and the Lytle Creek North Planned Development located within the Lytle Creek Ranch Specific Plan area.

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- **Neighborhood II** – is planned as an Active Adult golf course community on approximately 802 acres and includes the entire El Rancho Verde Specific Plan area. When approved by the City of Rialto, the Lytle Creek Ranch Specific Plan will supersede the Amended and Restated El Rancho Verde Specific Plan.
- **Neighborhood III** – is located south of I-15 and is planned to appeal to families of all ages, couples and singles. Neighborhood III will include a mix of single-family detached and attached homes, as well as retail/commercial/office development, on approximately 969 acres.
- **Neighborhood IV** – includes multi-family residential and retail/commercial/office development on approximately 259 acres located north of the I-15, adjacent to Lytle Creek Road and Sierra Avenue.

The following Table 3-1 shows a breakdown of the different land uses proposed within the Lytle Creek Ranch Specific Plan. Please also refer to Figure 3-1, Conceptual Land Use Plan.

**TABLE 3-1
LYTLE CREEK RANCH LAND USE SUMMARY**

Use	Density Range (du/ac)	Target Dwelling Units (du)	Median Density (du/ac)	Intensity (sq. ft.)	Acres
Residential Land Uses					
Single-Family Residential One (SFR-1)	2 – 5	943	3.6	--	263.2
Single Family Residential Two (SFR-2)	5 – 8	1,908	6.3	--	304.5
Single-Family Residential Three (SFR-3)	8 – 14	2,403	10.9	--	220.0
Multi-Family Residential (MFR)	14 – 28	1,828	17.2	--	106.3
High Density Residential (HDR)	25 – 35	1,325	29.2	--	45.4
Subtotal	--	8,407	8.9	--	939.4
Elementary School	2 – 14	as transferred	--	--	10.0
Elementary School/Middle School	2 – 14	as transferred	--	--	14.0
Village Center Commercial (VC)	--	--	--	849,420 ¹	95.6
Open Space / Recreation²	--	--	--	--	328.8
Open Space / Joint-Use Park and School	--	--	--	--	17.0
Open Space (undisturbed)	--	--	--	--	908.0
Roadways	--	--	--	--	134.5
Totals	--	8,407	3.44	849,420	2,447.3

Note

¹ Assumes 849,420 square feet of retail uses and commercial uses.

² Planning Areas 87, 95, 99 and 101 are allowed to be developed as either a golf course or any of the other uses permitted within the OS/R zoning designation under Section 5.6.10 of this Specific Plan.

Figure 3-1
Conceptual Land Use Plan

LYTLE CREEK RANCH
SPECIFIC PLAN

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Planning Area Development Standards

The following standards shall apply to development in Lytle Creek Ranch:

- A. Lytle Creek Ranch will build-out with a total of 103 planning areas. Each planning area is assigned a planning area number, land use, and acreage. Because of refinements in design and engineering, it is anticipated that planning areas will change somewhat in configuration and size as the land use plan is implemented. Table 3-2, Detailed Summary by Planning Area, includes detailed information on acreage, target number of dwelling units, density range, target density, and retail square footage, as applicable, for each planning area within Lytle Creek Ranch.
- B. Residential planning area land use categories (i.e, SFR-1, SFR-2, SFR-3, MFR, HDR) within the Lytle Creek Ranch Specific Plan area, as depicted in Figure 3-1, Conceptual Land Use Plan, are target density ranges only. The Specific Plan requires that no more than 8,407 dwelling units may be constructed in the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. Gross density shall be calculated by including all Specific Plan area acreage including open space land use categories and roadway acreages.
- C. Village Center Commercial areas may build out with any combination of retail, commercial, office and business park, and medical/dental uses.
- D. Any and all planning areas designated as “Open Space/Recreation” may be reconfigured and re-sized to respond to actual park and open space needs pursuant to Quimby Act requirements.
- E. The total acreages of Planning Area 48 (Open Space/Joint-Use) and Planning Area 49 (Elementary School), when combined, shall not be less than 15.0 acres; provided, however, that a reduction in acreage shall be permitted if the Rialto Unified School District determines that a smaller school site and joint-use park/school site is acceptable for their purposes.
- F. The total acreages of Planning Area 69 (Elementary/Middle School) and Planning Area 74 (Open Space/Joint-Use), when combined, shall not be less than 26.0 acres; provided, however, that a reduction in acreage shall be permitted if the Rialto Unified School District determines that a smaller school site and joint-use park/school site is acceptable for their purposes.
- G. If the Rialto Unified School District elects not to utilize one or both of the designated school sites, then the unused school site(s) may develop with Single-Family Residential One, Two, or Three (SFR-1, SFR-2, or SFR-3) development, subject to City approval of a Site Plan. In such instance, unused dwelling units from elsewhere within Lytle Creek Ranch Neighborhoods II and III may be transferred to the unneeded school site(s). The maximum number of dwelling units within Lytle Creek Ranch shall not exceed 8,407 dwelling units in any event.

LYTLE CREEK RANCH

SPECIFIC PLAN

- H. If it is determined by the Rialto Unified School District that the “Open Space/Joint-Use” planning areas (Planning Areas 48 and 74) may be reduced in size, then the excess land may develop with Single-Family Residential One, Two, or Three (SFR-1, SFR-2, or SFR-3) development, subject to City approval of a Site Plan. Unused dwelling units from elsewhere within Lytle Creek Ranch Neighborhoods II and III may be transferred to the unneeded “Open Space/Joint-Use” land. The maximum number of dwelling units within Lytle Creek Ranch shall not exceed 8,407 dwelling units in any event.
- I. If Lytle Creek Ranch builds out with fewer than 8,407 dwelling units, the corresponding need for park and recreation land may also decrease. In such instance, portions of the land use plan designated as “Open Space/Recreation” (in excess of the acreage required to comply with the Quimby Act) may develop instead with Single-Family Residential One, Two, or Three (SFR-1, SFR-2, or SFR-3) development, subject to City approval of a Site Plan. Unused dwelling units from elsewhere within Lytle Creek Ranch Neighborhoods II and III may be transferred to the unneeded “Open Space/Recreation” land. The maximum number of dwelling units within Lytle Creek Ranch shall not exceed 8,407 dwelling units in any event.
- J. Private recreation centers will be constructed in portions of Planning Areas 40, 53, and 64 for use by Neighborhood III residents. These private recreation centers are anticipated to vary in size between approximately two to five acres. These recreation centers are planned to be privately owned and maintained by a homeowners association or other entity acceptable to the City of Rialto.
- K. Residents of Neighborhood II will have their own recreational facilities designed specifically for Active Adult users. The Active Adult recreation center is planned to be privately owned and maintained by a homeowners association or other entity acceptable to the City of Rialto.
- L. At the discretion of the project master developer or builder, small, private recreation centers (consisting of a swimming pool, restrooms, drinking fountain, and/or other recreational amenities) may be constructed within any planning area designated for residential development within Lytle Creek Ranch, subject to City approval of a Site Plan. As determined by the project master developer or builder, these small recreation centers may be limited to use solely by one particular planning area, or for use by two or more planning areas. If provided, these recreation centers shall be privately owned and maintained by a homeowners association or other entity acceptable to the City of Rialto.
- M. If a warehouse operation is located within Planning Areas 3, 4, 11, 13, 15, and/or 20, which is adjacent to a planning area developed with residential uses, then the operating hours of the warehouse operation shall be restricted between the hours of 8 p.m. until 5 a.m. daily.

**TABLE 3-2
DETAILED SUMMARY BY PLANNING AREA**

Planning Area	Land Use	Acreage	Target No. of Dwellings	Density Range (du/ac)	Target Density* (du/ac)	Retail Square Footage
Neighborhood I						
1	Open Space	29.0	-	-	-	-
2	Open Space	14.0	-	-	-	-
3	SFR-1 Residential	46.0	129	2-5	2.8	-
4	High Density Residential	12.0	336	25-35	35.0	-
5	Open Space	40.0	-	-	-	-
6	Open Space	43.0	-	-	-	-
7	Open Space	44.0	-	-	-	-
8	SFR-1 Residential	85.0	347	2-5	4.1	-
9	Open Space	1.0	-	-	-	-
10	Open Space/Recreation	11.0	-	-	-	-
11	SFR-3 Residential	3.0	24	8-14	8.0	-
12	Open Space	3.0	-	-	-	-
13	SFR-3 Residential	29.0	370	8-14	12.8	-
14	Open Space	2.0	-	-	-	-
15	SFR-3 Residential	9.0	72	8-14	8.0	-
	Roadways	46.2	-	-	-	-
	Neighborhood I Total	417.2	1,278	-	-	0
Neighborhood II						
80	Open Space	168.0	-	-	-	-
81	Open Space/Recreation	5.0	-	-	-	-
82	SFR-3 Residential	30.0	336	8-14	11.2	-
83	SFR-2 Residential	107.0	692	5-8	6.5	-
84	SFR-3 Residential	23.0	249	8-14	10.8	-
85	Open Space/Recreation	1.0	-	-	-	-
86	Open Space/Recreation	3.0	-	-	-	-
87	Open Space/Recreation	45.0	-	-	-	-
88	Open Space/Recreation	5.0	-	-	-	-
89	Village Center Commercial	6.0	-	-	-	54,885
90	Village Center Commercial	2.0	-	-	-	18,295
91	Village Center Commercial	3.2	-	-	-	29,272
92	High Density Residential	13.0	364	25-35	28.0	-
93	SFR-3 Residential	54.0	551	8-14	10.2	-
94	SFR-2 Residential	30.0	177	5-8	5.9	-
95	Open Space/Recreation	67.0	-	-	-	-
96	Open Space	8.0	-	-	-	-
97	Open Space/Recreation	5.0	-	-	-	-
98	SFR-2 Residential	54.0	316	5-8	5.9	-
99	Open Space/Recreation	60.0	-	-	-	-
100	SFR-3 Residential	14.0	126	8-14	9.0	-
101	Open Space/Recreation	35.0	-	-	-	-

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Planning Area	Land Use	Acreage	Target No. of Dwellings	Density Range (du/ac)	Target Density* (du/ac)	Retail Square Footage
102	SFR-2 Residential	11.0	80	5-8	7.3	-
103	SFR-1 Residential	11.0	40	2-5	3.6	-
	Roadways	41.6	-	-	-	-
	Neighborhood II Total	801.8	2,931	-	-	102,452
Neighborhood III						
28	Open Space	396.0	-	-	-	-
29	Open Space/Recreation	5.0	-	-	-	-
30	High Density Residential	4.5	126	25-35	28.0	-
31	High Density Residential	15.9	499	25-35	31.4	-
32	Open Space/Recreation	9.8	-	-	-	-
	Village Center					
33	Commercial	24.1	-	-	-	230,955
34	Open Space/Recreation	7.3	-	-	-	-
35	SFR-3 Residential	11.5	115	8-14	10.0	-
36	SFR-2 Residential	3.8	28	5-8	7.4	-
37	Open Space/Recreation	2.6	-	-	-	-
38	SFR-2 Residential	10.6	77	5-8	7.3	-
39	MFR Residential	5.8	196	14-28	28.0	-
40	Open Space/Recreation	6.0	-	-	-	-
41	MFR Residential	4.8	96	14-28	20.0	-
42	SFR-2 Residential	13.0	66	5-8	5.1	-
43	SFR-1 Residential	22.0	62	2-5	2.8	-
44	MFR Residential	4.5	72	14-28	16.0	-
45	Open Space/Recreation	3.1	-	-	-	-
46	SFR-2 Residential	9.9	75	5-8	7.6	-
47	SFR-3 Residential	5.4	54	8-14	10.0	-
	Open Space/Joint-Use					
48	Park and School	5.0	-	2-14	-	-
49	Elementary School	10.0	-	2-14	-	-
50	MFR Residential	4.8	96	14-28	20.0	-
51	Open Space/Recreation	1.0	-	-	-	-
52	MFR Residential	9.4	141	14-28	15.0	-
53	Open Space/Recreation	8.0	-	-	-	-
54	SFR-2 Residential	13.1	75	5-8	5.7	-
55	MFR Residential	6.0	96	14-28	16.0	-
56	Open Space/Recreation	4.8	-	-	-	-
57	SFR-2 Residential	17.9	98	5-8	5.5	-
58	SFR-3 Residential	12.6	164	8-14	13.0	-
59	SFR-1 Residential	40.0	173	2-5	4.3	-
60	MFR Residential	4.9	78	14-28	15.9	-
61	Open Space/Recreation	1.4	-	-	-	-
62	SFR-2 Residential	26.6	169	5-8	6.4	-
63	MFR Residential	6.4	93	14-28	14.5	-
64	Open Space/Recreation	6.0	-	-	-	-
65	SFR-1 Residential	10.9	43	2-5	3.9	-
66	MFR Residential	5.7	91	14-28	16.0	-
67	Open Space/Recreation	6.3	-	-	-	-

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Planning Area	Land Use	Acreage	Target No. of Dwellings	Density Range (du/ac)	Target Density* (du/ac)	Retail Square Footage
68	SFR-2 Residential	7.6	55	5-8	7.2	-
69	K-8 School	14.0	-	2-14	-	-
70	SFR-3 Residential	8.4	101	8-14	12.0	-
71	SFR-1 Residential	12.6	49	2-5	3.9	-
72	SFR-1 Residential	35.7	100	2-5	2.8	-
73	SFR-3 Residential	3.8	46	8-14	12.1	-
74	Open Space/Joint-Use Park and School	12.0	-	2-14	-	-
75	Open Space/Recreation	4.3	-	-	-	-
76	SFR-3 Residential	8.4	84	8-14	10.0	-
77	SFR-3 Residential	7.9	111	8-14	14.0	-
78	Village Center Commercial	43.3	-	-	-	335,324
79	Open Space/Recreation Roadways	5.2 39.2	- -	- -	- -	- -
Neighborhood III Total		968.8	3,329	-	-	566,279
Neighborhood IV						
16	Open Space	100.0	-	-	-	-
17	Open Space	9.0	-	-	-	-
18	Open Space	4.0	-	-	-	-
19	Open Space / Recreation	3.0	-	-	-	-
20	MFR Residential	54.0	869	14-28	16.1	-
21	Open Space	3.0	-	-	-	-
22	Open Space	44.0	-	-	-	-
23	Village Center Commercial	5.0	-	-	-	54,450
24	Open Space / Recreation	1.0	-	-	-	-
25	Village Center Commercial	6.0	-	-	-	60,899
26	Open Space / Recreation	17.0	-	-	-	-
27	Village Center Commercial	6.0	-	-	-	65,340
	Roadways	7.5	-	-	-	-
Neighborhood IV Total		259.5	869	-	-	180,689
GRAND TOTALS		2,447.3	8,407	-	3.44	849,420

*Residential development within the SFR-1, SFR-2, SFR-3, MFR, and HDR land use categories within the Specific Plan area, as depicted in Figure 3-1, Conceptual Land Use Plan, and in Table 3-2 are target density ranges only. This Specific Plan requires that no more than 8,407 dwelling units may be constructed in the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. Provided that the maximum dwelling unit cap, gross density per acre cap, and total number of projected AM + PM vehicle trips per day are not exceeded, no amendment to this Specific Plan shall be required to transfer dwelling units within or between residential planning areas or to exceed the target density.

3.2.2 RESIDENTIAL DEVELOPMENT

There are five separate categories of residential development in Lytle Creek Ranch:

- Single-Family Residential One (SFR-1) at densities of 2 – 5 du/ac
- Single-Family Residential Two (SFR-2) at densities of 5 – 8 du/ac
- Single-Family Residential Three (SFR-3) at densities of 8 –14 du/ac
- Multi-Family Residential (MFR) at densities of 14 – 28 du/ac
- High Density Residential (HDR) at densities of 25 – 35 du/ac

SFR-1 and SFR-2 land use categories will contain only single-family detached residential development. SFR-3 will include a combination of single-family detached and attached residential product types. MFR will include only attached housing products consisting primarily of townhomes, condominiums, stacked flats, garden courts, apartments, and other higher density product types. It is anticipated that planning areas designated as “MFR” in Lytle Creek Ranch will, in most instances, be located adjacent to parks, greenbelts, or the Grand Paseo in Neighborhood III. Because of the substantial public and community open space provided within the Specific Plan area in proximity to the MFR planning areas, the actual amount of common open space within each individual MFR planning area will be reduced. The intent is to concentrate public open space in larger, more useable areas, rather than provide smaller areas of common open space that are not particularly useful for recreational use. HDR will include attached housing products consisting of townhomes, stacked flats, podium units, and apartments that tend to be located in proximity to key project area roadways.

These residential land uses categories are planned to integrate together to form cohesive neighborhoods. Specifically, Lytle Creek Ranch is organized into four residential neighborhoods defined by physical features, public amenities and target market. Three of the neighborhoods will be built-out with traditional family-oriented housing (Neighborhoods I, III, and IV), while the fourth neighborhood (Neighborhood II) will be built as a gated, age-qualified community for residents age 55 and older. Up to 1,325 dwelling units are planned in the High Density Residential category. Approximately 95.6 acres of Village Center Commercial uses are planned on-site. The Village Center Commercial areas will develop with retail, office and/or medical/dental uses. One of the Village Center Commercial areas, located at the juncture of Sierra Avenue and Riverside Avenue (in Planning Area 33), is expected to build-out as a major retail shopping center with up to 230,955 square feet of retail uses.

The Specific Plan envisions variations in intensity within individual residential planning areas to promote diversity and create dynamic neighborhoods. In addition to housing designed for families, couples, and singles, Lytle Creek Ranch will also provide a neighborhood (Neighborhood I) for move-up and luxury level buyers. Many of the single-family detached homes in Neighborhood I will be constructed on 6,000 square foot lots and larger. These areas will contain large, luxurious homes.

Along with its other housing choices, Lytle Creek Ranch will include an entire neighborhood devoted to Active Adult housing. Like most areas, the baby boomer segment of the San Bernardino County population is quickly approaching retirement age. A portion of Lytle Creek Ranch (Neighborhood II) will build-out as a lifestyle community catered to households within the expanding Active Adult (age 55 and older) population. Active Adult communities allow residents of similar ages and interests a place to come together to enjoy an active lifestyle and sense of community. The age-qualified community is designed to accommodate housing without burdening active parks and local schools and certain other facilities and services. Planning Areas 82-84, 93-94, 98, 100, and 102-103 are anticipated to build-out with Active Adult housing. In addition, Planning Area 92 may develop with either traditional family-oriented housing or Active Adult housing at the discretion of the project master developer.

3.2.3 VILLAGE CENTER COMMERCIAL DEVELOPMENT

The project proposes approximately 95.6 acres for Village Center Commercial development. Potential uses for these areas could include retail, commercial, office, business park, and medical/dental uses and other uses pursuant to Table 5-1 in this Specific Plan. A total of 849,420 square feet of retail and commercial development is permitted within Village Center Commercial planning areas.

3.2.4 MAXIMUM ALLOWABLE DEVELOPMENT

The Lytle Creek Ranch Specific Plan permits a maximum of 8,407 dwelling units to be constructed within the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. If 8,407 dwelling units are constructed, the maximum amount of Village Center Commercial development permitted within the Specific Plan area shall not exceed 849,420 square feet of retail uses. It should be noted that the Lytle Creek Ranch Specific Plan permits the Village Center Commercial development cap to exceed 849,420 square feet of retail uses; provided, however, that a corresponding decrease occurs in the permitted dwelling units such that the total number of AM + PM vehicle trips per day for Neighborhoods I and IV combined shall not exceed 3,853 projected AM + PM trips (combined total), and provided that the total number of total number of AM + PM vehicle trips per day for Neighborhoods II and III combined shall not exceed 12,483 projected AM + PM trips (combined total). Use of the maximum daily vehicle trips as a cap on overall development will provide flexibility in determining the appropriate mix of commercial, light industrial, and residential uses in the Specific Plan area as it builds out.

3.2.5 TRANSFER OF DEVELOPMENT BETWEEN PLANNING AREAS

Residential development within the SFR-1, SFR-2, SFR-3, MFR, and HDR land use categories within the Specific Plan area, as depicted in Figure 3-1, Conceptual Land Use Plan, and in Table 3-2 are target density ranges only. This Specific Plan requires that no more than 8,407 dwelling units

may be constructed in the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. No amendment to this Specific Plan shall be required to transfer dwelling units within or between designated residential planning areas or to any SFR Overlay and/or HDR Overlay planning area(s) or to exceed the target density provided that the development transfer conditions below are met.

Development Transfer Conditions:

- A. Residential planning area land use categories (i.e., SFR-1, SFR-2, SFR-3, MFR, HDR) within the Lytle Creek Ranch Specific Plan area, as depicted in Figure 3-1, Conceptual Land Use Plan, are target density ranges only. The Specific Plan requires that no more than 8,407 dwelling units may be constructed in the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. Gross density shall be calculated by including all Specific Plan area acreage including open space land use categories and roadway acreages. As long as the maximum dwelling unit cap and the gross density per acre cap are not exceeded, no amendment to the Specific Plan will be required to transfer dwelling units from one residential planning area to another. The project master developer shall have the right to increase or decrease dwelling unit counts in any residential planning area; provided that prior to the time such as a transfer is made, the project master developer submits to the City's Planning Division Figure 3-1 and Table 3-2 of the Specific Plan, as revised, for administrative approval. No tentative map or parcel map may be approved unless it is consistent with the adopted Specific Plan, as revised. Land designated as residential shall continue to be entitled for residential development after the density transfer.
- B. The total number of projected AM + PM vehicle trips per day for all uses in Neighborhoods I and IV combined shall not exceed 3,853 projected AM + PM trips (combined total). In addition, the following conditions shall be met:
1. Dwelling units may be transferred between any and all residential planning areas in Neighborhoods I and IV; and
 2. Dwelling units may be transferred between any and all residential planning areas and any planning area with a SFR Overlay and/or HDR Overlay in Neighborhoods I and IV.
- C. The total number of projected AM + PM vehicle trips per day for all uses in Neighborhoods II and III combined shall not exceed 12,483 projected AM + PM trips (combined total). In addition, the following conditions shall be met:
1. Dwelling units may be transferred between any and all residential planning areas in Neighborhoods II and III; and
 2. Dwelling units may be transferred between any and all residential planning areas and any planning area with a SFR Overlay and/or HDR Overlay in Neighborhoods II and III.

- D. Grading and landform alteration would substantially comply with that previously approved for the Specific Plan.
- E. No new significant environmental impacts that were not previously assessed in the Lytle Creek Ranch EIR would result from the transfer.

Transfer of dwelling units between residential planning areas, in accordance to the provisions of this Specific Plan, shall not constitute or require a Specific Plan Amendment. However, prior to City acceptance of a dwelling unit or intensity transfer, supporting documentation, which verifies that the maximum number of permitted AM+PM vehicle trips per day are not exceeded, shall be prepared by a qualified traffic engineer and submitted to the City for review and approval by the City's Traffic Engineer and Planning Division.)

The following tables (Table 3-3 and 3-4) shall be completed and submitted to the City's Planning Division in conjunction with either a Precise Plan of Design or a Tentative Tract Map for review by the division prior to transfer of development of any dwelling units within the boundaries of the Lytle Creek Ranch Specific Plan: The transfer of density shall be permitted if the above conditions (3.2.5.A through E, above) are met.

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**TABLE 3-3
DEVELOPMENT DENSITIES & INTENSITIES – BEFORE & AFTER TRANSFERS**

Planning Area	Land Use	Acreeage	Target No. of Dwellings (Before Transfer)	Adjusted No. of Dwellings (After Transfer)
Neighborhood I				
1	Open Space	29.0	-	
2	Open Space	14.0	-	
3	SFR-1 Residential	46.0	129	
4	High Density Residential	12.0	336	
5	Open Space	40.0	-	
6	Open Space	43.0	-	
7	Open Space	44.0	-	
8	SFR-1 Residential	85.0	347	
9	Open Space	1.0	-	
10	Open Space/Recreation	11.0	-	
11	SFR-3 Residential	3.0	24	
12	Open Space	3.0	-	
13	SFR-3 Residential	29.0	370	
14	Open Space	2.0	-	
15	SFR-3 Residential	9.0	72	
	Roadways	46.2	-	
Neighborhood I Total		417.2	1,278	
Neighborhood II				
80	Open Space	168.0	0	
81	Open Space/Recreation	5.0	0	
82	SFR-3 Residential	30.0	336	
83	SFR-2 Residential	107.0	692	
84	SFR-3 Residential	23.0	249	
85	Open Space/Recreation	1.0	0	
86	Open Space/Recreation	3.0	0	
87	Open Space/Recreation	45.0	0	
88	Open Space/Recreation	5.0	0	
89	Village Center Commercial	6.0	0	
90	Village Center Commercial	2.0	0	
91	Village Center Commercial	3.2	0	
92	High Density Residential	13.0	364	
93	SFR-3 Residential	54.0	551	
94	SFR-2 Residential	30.0	177	
95	Open Space/Recreation	67.0	0	
96	Open Space	8.0	0	
97	Open Space/Recreation	5.0	0	
98	SFR-2 Residential	54.0	316	
99	Open Space/Recreation	60.0	0	
100	SFR-3 Residential	14.0	126	

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Planning Area	Land Use	Acreage	Target No. of Dwellings (Before Transfer)	Adjusted No. of Dwellings (After Transfer)
101	Open Space/Recreation	35.0	0	
102	SFR-2 Residential	11.0	80	
103	SFR-1 Residential	11.0	40	
	Roadways	41.6	0	
Neighborhood II Total		801.8	2,931	
Neighborhood III				
28	Open Space	396.0	0	-
29	Open Space/Recreation	5.0	0	-
30	High Density Residential	4.5	126	
31	High Density Residential	15.9	499	
32	Open Space/Recreation	9.8	0	
Village Center				
33	Commercial	24.1	0	
34	Open Space/Recreation	7.3	0	
35	SFR-3 Residential	11.5	115	
36	SFR-2 Residential	3.8	28	
37	Open Space/Recreation	2.6	0	
38	SFR-2 Residential	10.6	77	
39	MFR Residential	5.8	196	
40	Open Space/Recreation	6.0	0	
41	MFR Residential	4.8	96	
42	SFR-2 Residential	13.0	66	
43	SFR-1 Residential	22.0	62	
44	MFR Residential	4.5	72	
45	Open Space/Recreation	3.1	0	
46	SFR-2 Residential	9.9	75	
47	SFR-3 Residential	5.4	54	
Open Space/Joint-Use				
48	Park and School	5.0	0	
49	Elementary School	10.0	0	
50	MFR Residential	4.8	96	
51	Open Space/Recreation	1.0	0	
52	MFR Residential	9.4	141	
53	Open Space/Recreation	8.0	0	
54	SFR-2 Residential	13.1	75	
55	MFR Residential	6.0	96	
56	Open Space/Recreation	4.8	0	
57	SFR-2 Residential	17.9	98	
58	SFR-3 Residential	12.6	164	
59	SFR-1 Residential	40.0	173	
60	MFR Residential	4.9	78	
61	Open Space/Recreation	1.4	0	
62	SFR-2 Residential	26.6	169	
63	MFR Residential	6.4	93	
64	Open Space/Recreation	6.0	0	

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Planning Area	Land Use	Acreage	Target No. of Dwellings (Before Transfer)	Adjusted No. of Dwellings (After Transfer)
65	SFR-1 Residential	10.9	43	
66	MFR Residential	5.7	91	
67	Open Space/Recreation	6.3	0	
68	SFR-2 Residential	7.6	55	
69	K-8 School	14.0	0	
70	SFR-3 Residential	8.4	101	
71	SFR-1 Residential	12.6	49	
72	SFR-1 Residential	35.7	100	
73	SFR-3 Residential	3.8	46	
74	Open Space/Joint-Use Park and School	12.0	0	
75	Open Space/Recreation	4.3	0	
76	SFR-3 Residential	8.4	84	
77	SFR-3 Residential	7.9	111	
78	Village Center Commercial	43.3	0	
79	Open Space/Recreation	5.2	0	
	Roadways	39.2	0	
Neighborhood III Total		968.8	3,329	
Neighborhood IV				
16	Open Space	100.0	0	
17	Open Space	9.0	0	
18	Open Space	4.0	0	
19	Open Space / Recreation	3.0	0	
20	MFR Residential	54.0	869	
21	Open Space	3.0	0	
22	Open Space	44.0	0	
23	Village Center Commercial	5.0	0	
24	Open Space / Recreation	1.0	0	
25	Village Center Commercial	6.0	0	
26	Open Space / Recreation	17.0	0	
27	Village Center Commercial	6.0	0	
	Roadways	7.5	0	
Neighborhood IV Total		259.5	869	
GRAND TOTALS		2,447.3	8,407	

**TABLE 3-4
MAXIMUM DAILY TRIP CALCULATIONS BY NEIGHBORHOOD**

Neighborhood	Original Allocated AM + PM Trips	Revised Allocated AM + PM Trips	Difference Between Original & Allocated Trips
Neighborhood I Estimated AM + PM Trips	2,035		
Neighborhood IV Estimated AM + PM Trips	1,818		
Number of Total Trips for Neighborhoods I and IV (Combined)	3,853 (Maximum Total)		
Neighborhood II Estimated AM + PM Trips	4115		
Neighborhood III Estimated AM + PM Trips	8368		
Number of Total Trips for Neighborhoods II and III (Combined)	12,483 (Maximum Total)		
Maximum Number of Total Trips (All Neighborhoods Combined)	16,336 (Maximum Total)		

Note: In Table 3-4, Revised Allocated AM + PM Trips for Neighborhoods I and IV (combined) may be less than or equal to, but cannot exceed, 3,853 AM + PM Trips. Likewise, Revised Allocated AM + PM Trips for Neighborhoods II and III (combined) may be less than or equal to, but cannot exceed, 12,483 AM + PM Trips.

3.2.6 GATED VS. NON-GATED DEVELOPMENT

Lytle Creek Ranch is designed to appeal to a broad spectrum of users and buyers. Therefore, it is anticipated that some portions of the project may be gated, while other portions will not be gated. Most, if not all, of the planning areas within Neighborhood II (i.e., the Active Adult Community) will be enclosed by gates, although selected planning areas may not be gated at the discretion of the master developer/builder. In addition, some planning areas in Neighborhoods I, III, and IV may also be gated. It shall be the decision of the master developer to determine which planning areas shall be gated.

3.2.7 SCHOOLS

The Specific Plan area is located within three different school districts. Students in the north and northeastern portions of the Specific Plan will attend existing schools in the San Bernardino City Unified School District (SBCUSD). It is anticipated that existing schools in the SBCUSD will have sufficient capacity to serve the new students generated by this area of the Specific Plan. This project will involve adjustments between the school district boundaries of the Rialto Unified School

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District / San Bernardino County Unified School District in Neighborhood I in order to avoid splitting up individual residential enclaves into two different school districts.

Students in the northwestern portion of the Specific Plan (Neighborhood IV) will attend existing schools in the Fontana Unified School District (FUSD), as it is anticipated that existing schools will have sufficient capacity to serve the new students generated by this area of the Specific Plan. The FUSD will make the final determination as to which schools the Lytle Creek Ranch students located within the FUSD boundaries will attend.

Students in the southern portion (Neighborhood III) of the Specific Plan will attend schools in the Rialto Unified School District (RUSD). An elementary school is planned on 10 acres located directly adjacent to a 5-acre joint-use park in Neighborhood III. Additionally, a 14-acre elementary/middle school is planned adjacent to a 12-acre joint-use park site in Neighborhood III. It is anticipated that high school students will attend Carter High School or other high school in the RUSD.

With the possible exception of Planning Area 92 in Neighborhood II, no students will be generated by Neighborhood II, as it is planned as an age-qualified community for adults 55 years and older. Should Planning Area 92 develop with family-oriented housing, then any students generated by Planning Area 92 development would attend schools in the RUSD.

If the RUSD elects not to utilize one or both of the designated school sites, then the unused site(s) may develop with Single-Family Residential One (SFR-1), Two (SFR-2), or Three (SFR-3) development. In such instance, unused dwelling units from elsewhere within Lytle Creek Ranch Neighborhood II and III may be transferred to the unneeded school site(s). The maximum number of dwelling units within Lytle Creek Ranch shall not exceed 8,407 dwelling units.

The project will pay its fair share of fees to each school district as required by California state law and/or the project master developer shall enter into a mitigation agreement with the school district.

3.2.8 OPEN SPACE

Of the 2,447.3 acres located within the Specific Plan boundaries, a minimum of 829.2 acres will be preserved as open space by clustering development along Riverside Avenue, Lytle Creek Road/Sierra Avenue, Glen Helen Parkway, Clearwater Parkway, and the I-15 corridor. Lytle Creek Wash bisects a portion of the project site. While the actual acreage included with this natural open space area may be adjusted to a limited degree as a result of future reconfiguring/refinement of neighborhoods, in no event shall the total acreage of natural open space be less than 829.2 acres for Lytle Creek Ranch. To protect the flora and fauna in these natural open space areas, no trails will be constructed within these areas (except for trails that may be necessary for habitat restoration and species conservation efforts) and public access shall not be allowed. The areas to be included as undisturbed open space in a natural condition for habitat and wildlife potential are:

- A total of 612.5 acres of additional natural open space, including 444.8 acres within and immediately adjacent to Lytle Creek Wash and 167.7 acres within Neighborhood I (adjacent to the San Bernardino National Forest and Glen Helen Regional Park), to be preserved in perpetuity as part of the Lytle Creek Ranch project.
- Approximately 160.5 acres of land in Lytle Creek Wash that has been set aside for San Bernardino kangaroo rat (SBKR) conservation as part of the adjacent Lytle Creek North Biological Opinion/404 permit.
- An additional 52.2 acres for SBKR mitigation in Lytle Creek Wash immediately adjacent to these 160.5 acres and set aside by Lytle Development Company in conjunction with the Lytle Creek North project.
- Four acres of SBKR habitat in Lytle Creek Wash, which were purchased by the West Valley Water District, and set aside as an expansion of the SBKR conservation area previously mentioned.

The areas along and within Lytle Creek Wash and portions of the hillsides in Neighborhood I will be preserved as open space in its natural state. To protect the flora and fauna, no trails will be constructed within these areas and public access will not be allowed.

3.2.9 OPEN SPACE/RECREATION

Up to 311.7 acres will be devoted to Open Space/Recreation (OS/R) uses. Areas designated as OS/R will open space, neighborhood parks, golf, and recreation areas. The project proposes an extensive system of green spaces, such as neighborhood parks, and recreation areas linked together by a network of trails, parkways, and paseos.

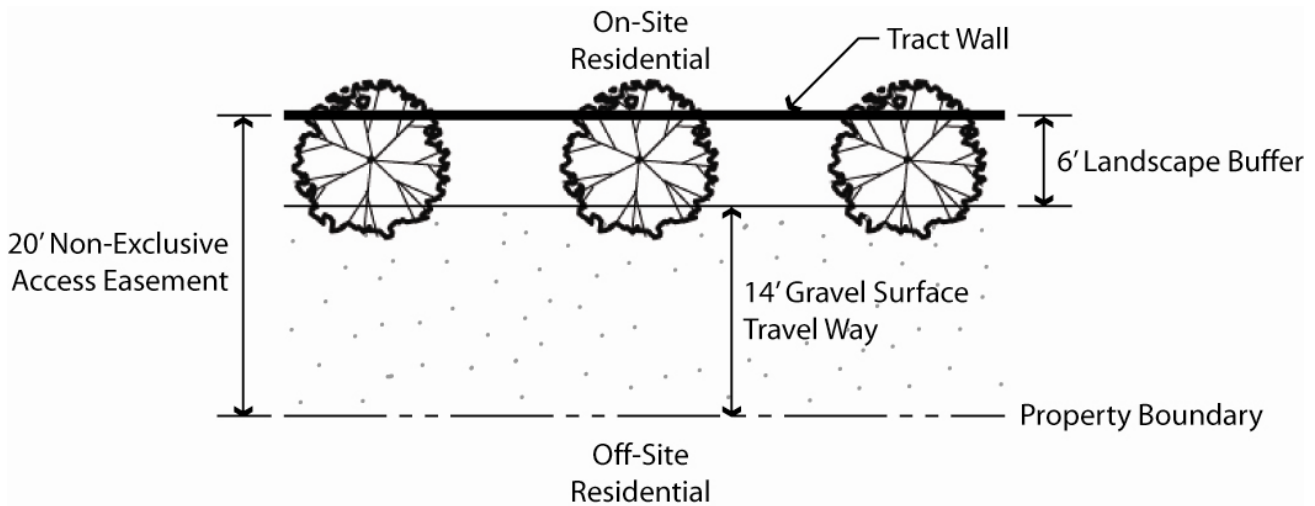
3.2.10 LAND USE PLAN GENERAL DEVELOPMENT STANDARDS

The Lytle Creek Specific Plan contains a combination of residential, Village Center Commercial, open space, school, park, and recreation uses. The specific land uses described will require infrastructure, public services and facilities, and special techniques or mitigations in each neighborhood to accommodate the proposed uses and provide adequate transportation to neighboring uses.

Project-wide development standards have been prepared to manage implementation of general or unique conditions in each area. General standards are listed below. For development standards by land use category, see Chapter 5.0, Development Standards.

- A. The total Specific Plan shall be developed to a maximum of 8,407 dwelling units. No more than 8,407 dwelling units are permitted. Dwelling units may be either detached or attached at the discretion of the master developer and individual builder(s).
- B. The overall project density (gross density) of Lytle Creek Ranch shall not exceed 3.5 dwelling units per acre. Gross density shall be calculated by including all Specific Plan area acreages including open space land use categories and roadway acreages.
- C. Residential development within the SFR-1, SFR-2, SFR-3, MFR, and HDR land use categories within the Lytle Creek Ranch Specific Plan area, as depicted in Figure 3-1, Conceptual Land Use Plan, are target density ranges only. The Specific Plan requires that no more than 8.407 dwelling units may be constructed in the Specific Plan area and requires that the overall project-wide gross density shall not exceed 3.5 dwelling units per acre. The project master developer shall have the right to increase or decrease dwelling unit counts in any residential planning area; provided that at such time a transfer is made, the project master developer submits to the City's Planning Division Figure 3-1 and Table 3-2 of the Specific Plan, as revised.
- D. The Specific Plan shall contain a minimum of 829.2 acres of natural open space, and approximately 328.8 acres of open space, neighborhood parks, golf, and recreation areas, as illustrated on Figure 3-1, Conceptual Land Use Plan.
- E. Uses and development standards shall be in accordance with the zoning regulations and planning area development standards established for this Specific Plan (see Chapter 5.0), and shall be defined by Specific Plan objectives, future detailed tract maps, development plans, and potential conditional use permits as appropriate.
- F. The development of the property shall be in accordance with the mandatory requirements of all City of Rialto and state laws, and shall conform to the approved Specific Plan as filed in the office of the City of Rialto Development Services Department, unless otherwise amended.

- G. Any development standard not addressed in the Specific Plan shall be subject to the City of Rialto Municipal Code.
- H. All tentative maps prepared for any portion of Lytle Creek Ranch must be consistent with this Specific Plan.
- I. Design features, such as special architectural treatments, perimeter and interior landscaping, and buffering of parking lot/loading zone areas shall be incorporated if needed into the project design to minimize any potential conflict between uses on-site and any existing abutting residential enclaves.
- J. Where feasible and appropriate, this Specific Plan encourages the provision of bicycle and pedestrian facilities that extend through and link the residential neighborhoods and commercial areas, and accessible recreational facilities within Lytle Creek Ranch with one another.
- K. Shared parking of uses may be allowed in all planning areas designated for Village Center Commercial development, subject to preparation of a shared parking analysis. CEQA review may be required. The analysis shall be reviewed and approved by both the Director of Development Services and the City Traffic Engineer.
- L. Tiered vegetative landscaping shall be installed between the I-15 Freeway or Cemex USA and any residential unit located within 500 feet of I-15 Freeway or Cemex USA. Studies have shown that vegetative landscaping can reduce particulate emissions by up to 65 to 85 percent, with greater removal rates expected for ultra-fine particles < 0.1 µm in diameter.
- M. The Applicant shall offer to dedicate a 20-foot wide non-exclusive access easement to the County Improvement District to be identified by the County for the benefit of the residences that currently abut the existing access road adjacent to Planning Area 93, depicted in Figure 3-1 of the Lytle Creek Ranch Specific Plan. The access easement shall be improved by the developer to provide a 14-foot wide gravel surfaced travel way adjacent to the abutting homeowners with a 6-foot wide landscape area for a tree buffer adjacent to the tract wall along Planning Area 93. The dedication of the access will have a reservation for storm drain facilities and public utilities in favor of the developer. The offer of dedication shall occur prior to recordation of a Final Map that includes any portion of Planning Area 93, and ONLY after the Lytle Creek Ranch Specific Plan providing for 8,407 residential dwelling units and 849,420 square feet of nonresidential development has been adopted and established as zoning for the property, and any legal challenges to its adoption resolved. The offer of dedication shall be accepted within 30 days after completion of the trail and landscape improvements by the developer.



3.3 PARKS AND RECREATION PLAN

The project proposes approximately 328.8 acres of open space/recreation areas, as depicted in Figure 3-2, Parks and Recreation Plan. Another 35.7 acres of land in Planning Area 72 is planned as a park overlay. A detailed discussion of uses is provided below. The recreation/open space area consist of a mix of recreation types including, but not limited to, a public 18-hole golf course, neighborhood parks, a private Active Adult Community Center, an extensive central linear paseo (i.e., the “Grand Paseo”), and the three private recreational centers in Neighborhood III.

The Parks and Recreation Plan provides for a vast array of recreational opportunities for Lytle Creek Ranch residents. Many of these facilities will also be available for use by all residents of Rialto. The program incorporates many diverse elements in a coordinated, cohesive plan that interrelates with and links the various neighborhoods of the community with each other and to certain destination points, such as the neighborhood parks, joint-use parks/schools, and the two planned schools. The recreational opportunities on-site will vary from active uses in the joint-use parks/schools, to passive uses in the neighborhood parks and the “Grand Paseo.” Varying types of activities will be available that will provide residents with opportunities to: 1) enjoy walks in the parks, 2) participate in community meetings and social gatherings, 3) participate in active outdoor informal recreational activities, and 4) participate in potentially informal and organized sporting events.

The areas designated as “Open Space/Recreation” will be owned and maintained by the Master Homeowners Association or by another entity approved by the City of Rialto’s Planning Division. The park land will be phased to come on-line in accordance with the demand created by the construction of the housing units on-site.

Figure 3-2
Parks and Recreation Plan

LYTLE CREEK RANCH
SPECIFIC PLAN

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3.3.1 COMPREHENSIVE PASEO AND TRAIL SYSTEM

Many of the areas designated as open space/recreation within Lytle Creek Ranch will contain pedestrian walkways, sidewalks, and multi-purpose trails. Figure 3-3, Trail Plan, is a comprehensive trail system planned throughout Lytle Creek Ranch. This system includes a paved multi-purpose trail that runs adjacent to Lytle Creek in Neighborhoods II, III, and IV. A multi-purpose trail also runs through the length of central linear paseo (i.e., the “Grand Paseo”) in Neighborhood III. The multi-purpose trail in the Grand Paseo will be a minimum of eight feet in width and will consist of an all-weather surface that accommodate both pedestrian and bicycle traffic. The trails adjacent to Lytle Creek will be a minimum of 20 feet in width, but will not provide public access into the wash. This paved trail will provide service access adjacent to the creek, as well as a route for walking and biking. A wrought iron or tubular steel fence will be provided between the creek and the trail to limit access by pets and humans into the wash.

The Grand Paseo will weave through most of Neighborhood III, linking together the three neighborhood parks. This paseo will vary in width from a minimum of 70 feet up to approximately 110 feet. The paseo will be with a mix of native and non-native species organized around a landscaped drainage corridor. The purpose of this drainage corridor is to accommodate storm water flows. Portions of the Grand Paseo will be designed to function as a large bioswale that will naturally filter out chemicals and other potential pollutants as the water flows through the system.

In addition to the on-site paseo system, a landscape parkway up to 24 feet in width will be provided along Riverside Avenue in Neighborhood III. This landscape parkway will contain a five foot wide walkway. In addition, a network of sidewalks will be provided in Neighborhood I that will connect to the existing trail and walkway system planned in the adjacent Rosena Ranch community.

LYTLE CREEK RANCH
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Figure 3-3
Trail Plan

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3.3.2 NEIGHBORHOOD PARKS

There will be three neighborhood parks in Neighborhood III, including two 6-acre parks (Planning Areas 40 and 64) and an 8-acre neighborhood park (Planning Area 53). All three will be designed to accommodate up to private recreation facilities (ranging from approximately two to five acres in size). In addition, Planning Area 10 in Neighborhood I will consist of an 11 acre neighborhood park, which connects to additional park acreage in the adjacent Rosena Ranch community. The neighborhood parks may accommodate a mix of uses including, but not limited to, private recreation centers, picnicking areas, playgrounds, shade structures, gardens, sitting areas, informal turf play areas, and attractive landscaping. All neighborhood parks within Neighborhood III shall be public parks; provided, however, that portions of Planning Areas 40, 53, and 64 will develop with private recreation centers ranging in size from approximately two to four acres.

Neighborhood parks in Neighborhood III of Lytle Creek Ranch may be constructed in any order pursuant to the discretion of the project master developer and as set forth in the approved Lytle Creek Ranch Development Agreement.

3.3.3 SPORTS PARK (PLANNING AREA 72)

Planning Area 72, which contains approximately 35.7 acres of land, is designated on the Land Use Plan with a Park Overlay. This land may develop with a mixture of neighborhood and community park elements. If developed as a park, the project master developer and the City of Rialto will mutually agree on the improvements and athletic fields to be provided in the sports park. A proposed conceptual illustration of the sports park is depicted in Figure 3-4, Sports Park Concept.

3.3.4 JOINT-USE PARKS

Two areas within Neighborhood III are proposed as possible joint-use school/park facilities (i.e., Planning Areas 48 and 74) if agreeable to both the City and the Rialto Unified School District. These parks are designed to function as potential joint-use facilities with the adjacent elementary school (Planning Area 49) and K-8 school (Planning Area 69). These joint-use school/park facilities are anticipated to contain athletic fields, playgrounds, and informal play areas, which will be available for use by the school, and also by the general public when the school is not using the facilities. The actual sizes of and uses contained within these joint-use parks may vary depending on the needs of the Rialto Unified School District (RUSD). The master developer reserves the right to develop all or portions of the joint-use park sites with Single Family Density Residential 1, 2, and 3 (SFD-1, 2, 3) uses, should the RUSD elect to reduce the amount of land required for the joint-use park, or should the RUSD elect not to construct the adjacent school. The maximum permitted residential density in Planning Areas 48 and 74, should one or both joint-use parks not be provided, shall not exceed 14 du/ac.

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Figure 3-4
Sports Park Concept

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3.3.5 PRIVATE RECREATION CENTERS IN NEIGHBORHOOD III

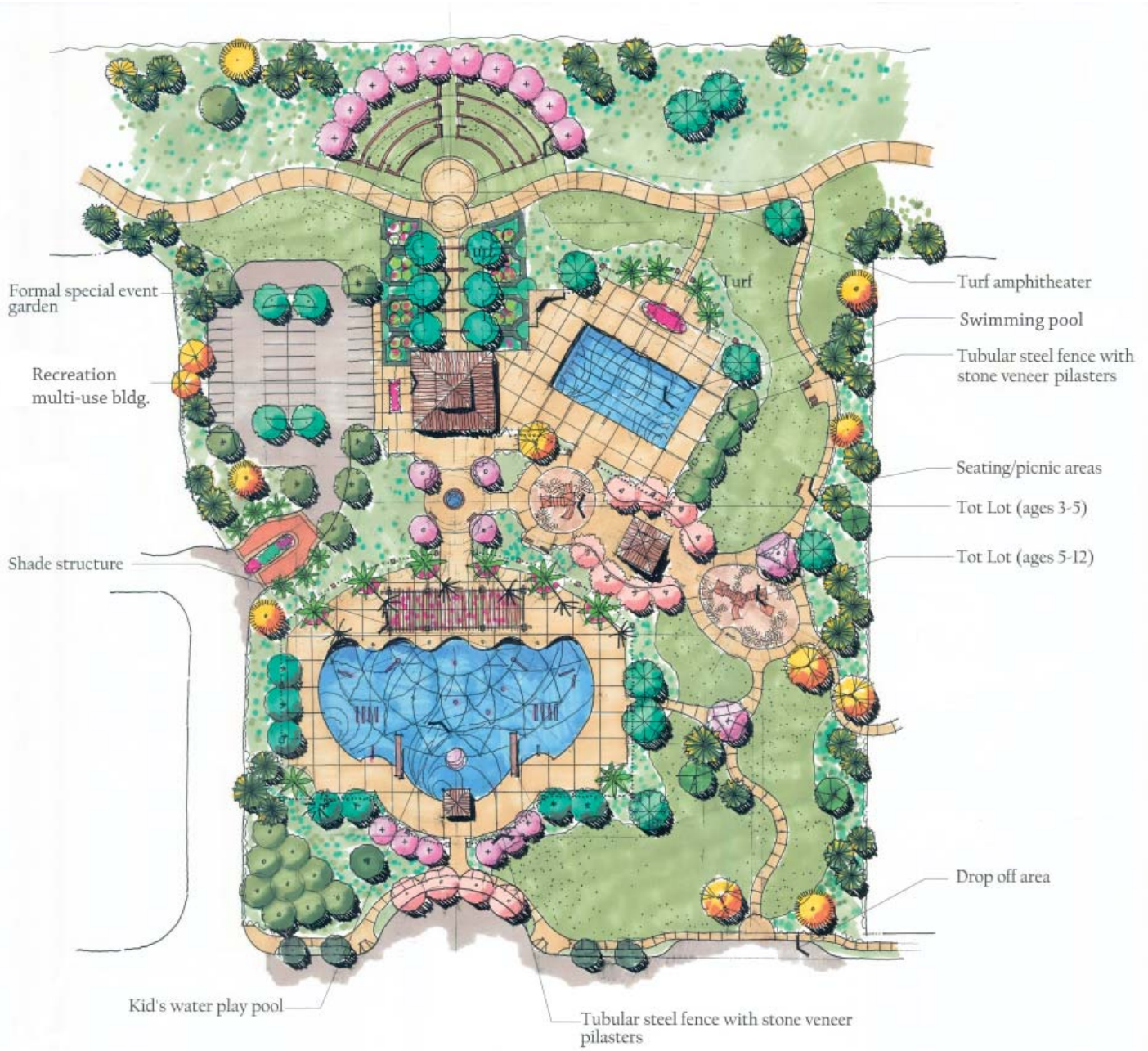
Private recreation centers will be constructed in Neighborhood III. These recreation centers will be constructed on approximately two to five acres in Planning Areas 40, 53, and 64. The recreation centers in Neighborhood III will be gated and available for the private use of residents in Neighborhood III and their guests. Residents of Neighborhood II will be served by their own Active Adult recreation center. The Neighborhood III recreation center will be well designed and landscaped, and will serve as a community focal and gathering point. The largest of the recreation centers may contain a central clubhouse facility with a meeting room, exercise rooms, locker rooms, restrooms, and other amenities. Additional amenities could include a swimming pool with a spa, as well as BBQs and outdoor areas for picnics and special events. Please refer to Figures 3-5 and 3-6 for conceptual recreation center plans.

3.3.6 ACTIVE ADULT RECREATION CENTER

A minimum of one private recreation center is planned within Neighborhood II (Active Adult). The Neighborhood II Active Adult Recreation Center will be limited to use by Active Adult residents and their guests only. The recreation center will be constructed in Planning Area 86, adjacent to the public 18-hole golf course. The facility will be well-designed and landscaped, and will serve as a neighborhood focal and gathering point. The recreation center will contain a central clubhouse facility that may contain such amenities as meeting and game/craft rooms, exercise facilities, locker rooms, restrooms, and other facilities. There will also be a swimming pool with a spa, and an outdoor area with BBQs for picnics and special events. The Active Adult recreation center will be a minimum of three acres in size.

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Not to Scale



Figure 3-5
Conceptual Recreation Center
(Planning Area 53)

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Not to Scale



Figure 3-6
Conceptual Recreation Center
(Planning Areas 40 and 64)

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3.3.7 GOLF COURSE AND CLUBHOUSE

Within Planning Area's 87, 95, 99 and 101, the project is planned to include a renovated and reconfigured 18-hole public golf course. The existing golf course (i.e., the El Rancho Verde Royal Vista Golf Club) will close down for a period of approximately 18 to 24 months to be reconfigured. Existing homes that abut an existing fairway/green shall continue to abut a golf course fairway/green after the reconfiguration. The existing fairways and greens shall be reconfigured and improved with enhanced landscaping. The golf course rerouting, grading, and redesign shall be reviewed and approved by the City of Rialto in conjunction with an application for a Precise Plan of Design.

The golf course will include a new 19,000-square-foot minimum clubhouse facility with pro shop, men's and women's locker rooms, offices, bar, restaurant, kitchen, and banquet facilities. Other features will include a tournament lawn, driving range, and storage barn for golf carts.

Although much of the golf course will be surrounded by a gated active adult housing community, the golf course and clubhouse will be open for use by the general public. The architectural style of the clubhouse may be any one of the following styles: Spanish Eclectic, Italianate, Tuscan, or Craftsman/California Bungalow. Ultra-modern or contemporary designs for the clubhouse shall not be permitted. The clubhouse must be built and operational within three (3) years of the reopening of the reconfigured golf course. See Figure 3-7, Conceptual Golf Course Plan, and Figure 3-8, Conceptual Golf Clubhouse Building Elevations.

As an alternative to the golf course, the OS/R zoning designation of the Specific Plan allows the developer of Planning Areas (87, 95, 99 and 101) to develop these Planning Areas for other open space uses as permitted under Section 5.6.10 of this Specific Plan, including but not limited to community facilities, recreation centers and buildings, health clubs, public parks and recreation areas, sports parks, swimming pools, and other outdoor athletic facilities and similar recreational uses. In addition, this zone allows for low intensity, passive recreational uses such as trails, picnic areas, bicycle paths, sitting areas.

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Figure 3-7
Conceptual Golf Course Plan

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Figure 3-8
Conceptual Golf Clubhouse Building Elevations

LYTLE CREEK RANCH
SPECIFIC PLAN

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3.3.8 PARKS AND RECREATION PLAN DEVELOPMENT STANDARDS

- A. A total of three public neighborhood parks are planned in Neighborhood III (i.e., Planning Areas 40, 53, and 64) will be provided for the benefit of residents of the community as well as the general public. These parks may contain such facilities as gardens and community gardens, plazas, tot lots and playgrounds, basketball courts, open turf areas, BBQ areas and shade structures, picnic tables, benches, drinking fountains, seat walls, night lighting, walkways, multi-purpose trails, parking lots, and other similar amenities. Private recreation centers shall be permitted in all neighborhood parks.
- B. The planning areas designated as “Open Space/Joint-Use” shall be designed to include playgrounds and/or sports fields. These facilities will be used primarily by the Rialto Unified School District. However, when school is not in session, these facilities may be available for use by the general public.
- C. Mini parks are allowed within Lytle Creek. Such parks are optional and may be provided at the discretion of the project master developer or builder(s). If provided, mini parks will typically be less than one acre in size. Mini parks may be located in Neighborhoods I, III, and IV. Because of the extensive amenities already provided in Neighborhood II, it is not anticipated that any mini parks will be located within that neighborhood. These optional mini parks may contain open play turf areas, tot lots, shade structures, benches, ornamental gardens, and other passive amenities. The uses proposed or identified in these private parks shall be conducive to the residential neighborhoods that they serve. Active uses and restroom facilities are not appropriate facilities in mini parks. The exact locations, sizes, and configurations of these mini parks shall be determined in conjunction with an application for a Tentative Tract Map and Precise Plan of Design. All mini parks will be privately owned and maintained by a homeowners association or other entity acceptable to the City of Rialto.
- D. All recreational/open space areas shall be landscaped and contain permanent irrigation systems.
- E. All recreational facilities shall provide parking in accordance to the City of Rialto standards.
- F. Recreation acreage calculations for residential development within Lytle Creek Ranch shall be based upon a minimum of three acres per 1,000 residents.
- G. The design of the public parks will require review and approval by City staff.

3.4 OPEN SPACE AND CONSERVATION PLAN

The Lytle Creek Ranch Specific Plan design is sensitive to the existing resources on-site, including the Lytle Creek Wash, habitat and species associated with it, and other sensitive flora and fauna currently found within the site.

Of the 2,447.3 acres located within the Specific Plan boundaries, a minimum of 829.2 acres of the property, including Lytle Creek Wash, will be preserved as open space by clustering development along Riverside Avenue, Lytle Creek Road/Sierra Avenue, Glen Helen Parkway, Clearwater Parkway, and the I-15 corridor (see Figure 3-9, Open Space and Conservation Plan). While the actual acreage included within this natural open space may be adjusted to a limited degree as a result of future reconfiguring/refinement of neighborhoods, in no event shall the total acreage of natural open space be less than 829.2 acres for Lytle Creek Ranch. To protect the flora and fauna in these natural open space areas, no trails will be constructed within these areas (except for trails that may be necessary for habitat restoration and species conservation efforts) and public access shall not be allowed. The areas to be included as undisturbed open space in this Specific Plan are:

- A total of 612.5 acres of additional natural open space, including 444.8 acres within and immediately adjacent to Lytle Creek Wash and 167.7 acres within Neighborhood I (adjacent to the San Bernardino National Forest and Glen Helen Regional Park), to be preserved in perpetuity as part of the Lytle Creek Ranch project.
- Approximately 160.5 acres of land in Lytle Creek Wash that has been set aside for San Bernardino kangaroo rat (SBKR) conservation as part of the adjacent Lytle Creek North Biological Opinion/404 permit;
- An additional 52.2 acres for SBKR mitigation in Lytle Creek Wash immediately adjacent to these 160.5 acres and set aside by Lytle Development Company in conjunction with the Lytle Creek North project; and
- Four acres of SBKR habitat in Lytle Creek Wash, which was purchased by the West Valley Water District, and set aside as an expansion of the SBKR conservation area previously mentioned.

3.4.1 AVOIDANCE AND LONG-TERM PRESERVATION

A minimum of 829.2 acres of open space within the project area will be set-aside in perpetuity for avoidance and long-term preservation of habitat and species and as natural open space, including land within Lytle Creek Wash. This natural open space supports several sensitive plant and wildlife species, including San Bernardino kangaroo rat (SBKR), Los Angeles pocket mouse, northwestern San Diego pocket mouse, and Plummer's mariposa lily. A large population of Parry's spineflower plants, estimated at more than 120,000 individuals, will be preserved within the conservation area. A total of 444.8 acres of land are planned as permanent natural open space (not including Neighborhood I open space), which are immediately contiguous with an existing 216.7 acres of SBKR habitat, which Lytle Development Company established largely in conjunction with the Lytle Creek North Planned Development project.

Conservation of the SBKR and an ecologically viable community of Riversidean Alluvial Fan Sage Scrub (RAFSS) is a hallmark of the Lytle Creek Ranch project. The proposed project has been designed to contribute to the conservation and recovery of the SBKR, and to assist with the conservation and recovery of other sensitive species, which could utilize portions of the preservation area in the future. Selection of natural open space areas to be set aside by the project have taken into consideration the areas designated as critical habitat by the U.S. Fish and Wildlife Service (USFWS) for the SBKR and the California gnatcatcher, so as to both contribute to the long-term conservation of these species and to allow these units of critical habitat to continue to provide their identified conservation benefits to the species after project build-out. An additional objective of the project has been to preserve a significant portion of the ecologically viable RAFSS on the project site, including areas of the pioneer, intermediate and mature phases of this plant community and habitat. Although some areas of RAFSS are proposed to be removed by the project, the RAFSS habitat that is proposed to be set aside is expected to remain an ecologically viable community and to provide important conservation habitat for species reliant on this kind of habitat.

Another advantage to the location of the natural open space to be conserved is the location of other past natural open space dedications benefiting the SBKR and RAFSS habitat in the vicinity. In particular, the project has been designed to make a synergistic contribution to SBKR conservation and recovery by designating suitable SBKR habitat as natural open space which will be contiguous to, expand upon and augment other existing SBKR conservation areas, as well as areas containing RAFSS habitat, through a combination of habitat set aside and active habitat restoration, enhancement, and management. For example, the project would dedicate another roughly 443 acres of open space and RAFSS habitat in and adjacent to Lytle Creek Wash, which would be contiguous with a previous 52-acre area set aside for SBKR conservation by the project applicant in connection with the County's approval of the Lytle Creek North development project and which would also be contiguous with a prior contribution of another 160.5 acres of RAFSS and SBKR habitat in Lytle Creek Wash that had been identified as contributing to SBKR conservation through consultations with the USFWS as part of the Lytle Creek North Planned Development project.

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Figure 3-9
Open Space and Conservation Plan

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The majority of the natural open space to be dedicated by the Lytle Creek Ranch project has also been designated as critical habitat for the SBKR and coastal California gnatcatcher by the USFWS. Importantly, the dedicated natural open space in the Specific Plan would link with and expand upon previous conservation dedications by the project applicant for the SBKR and coastal California gnatcatcher and with hundreds of acres of SBKR conservation lands located both immediately downstream and in the Cajon Wash (including SBKR mitigation areas established by Calmat, San Bernardino County and Cemex). In total, these land set asides would secure a large amount of connected, occupied and suitable SBKR habitat and RAFSS habitat within the Lytle / Cajon Wash system, thereby securing a substantial amount of functional habitat for these species and allowing the species to persist in this area over the long-term.

In addition, the project applicant proposes to extend the scope of its SBKR habitat restoration, enhancement and monitoring program – currently being applied to 216.7 acres of wash and upland habitat (including upland refugia habitat) within Lytle Creek Wash. The USFWS has previously approved a habitat restoration and enhancement plan for approximately 40 acres of upland refugia habitat within a large island in Lytle Creek Wash. The project proposes to expand this restoration program to increase the amount and quality of protected occupied SBKR habitat within Lytle Creek Wash, thereby further enhancing the long-term conservation and recovery of this species within the Lytle / Cajon wash system. The coastal California gnatcatcher would also be expected to benefit from this restoration program, helping to ensure that Lytle Creek Wash can continue to provide for potential movement of this species, as well as others, through this area.

3.4.2 MAINTENANCE OF WILDLIFE MOVEMENT CORRIDOR

The on-site portions of Lytle Creek and the adjoining wash function as a regional wildlife corridor. Preservation of the majority of the wash will ensure the continued viability of this wildlife corridor. The conservation area generally ranges from approximately 600 feet wide within Lytle Creek to 2,400 feet wide within Neighborhood III. The wash provides wildlife cover through scattered islands and patches of vegetated habitat. Natural open space to be set aside by this project will link directly with other open space mitigation areas with similar habitats in Lytle and Cajon washes, including portions of land owned by Cemex, Calmat, and San Bernardino County.

3.4.3 PRESERVATION AND RESTORATION OF RIPARIAN HABITAT FOR LEAST BELL'S VIREO

Neighborhood I encompasses a riparian corridor, Sycamore Flats, which will be preserved and enhanced as part of the proposed project. The northernmost portion of the corridor is not included in the preservation/enhancement area for this Specific Plan since it is San Bernardino County's land. Mitigation for riparian habitat impacts elsewhere in the project area will include restoration and enhancement to approximately 18.9 acres of the riparian corridor and the adjacent floodplain. This area serves as habitat for the least Bell's vireo.

3.4.4 PRESERVATION OF PARRY'S SPINEFLOWER AND PLUMMER'S MARIPOSA LILIES

The project will preserve the majority of the Parry's spineflower and Plummer's mariposa lilies in the project area. The Plummer's mariposa lily is considered a sensitive plant species and the Parry's spineflower is a species of interest to the California Native Plant Society, which is in the process of gathering more data to determine whether, and to what extent, this species may be a sensitive species. Although both species have been found in Neighborhood II, Neighborhood III, and Neighborhood IV, the vast majority of the individuals occur within the large island within the wash in Neighborhood III. The sensitive plants on this island occur both within a portion already set aside for SBKR for the Lytle Creek North Planned Development project, as well as within the portion farther east or downstream that is within the proposed open space for the Lytle Creek Ranch Specific Plan. Therefore, the majority of Parry's spineflower and Plummer's mariposa lily will be preserved in perpetuity.

3.4.5 PROTECTION OF NESTING BIRDS

To protect nesting birds regulated by the federal Migratory Bird Treaty Act, efforts will be made to schedule vegetation removal between September 1 and February 14 to avoid the nesting bird season. If clearing and/or grading activities cannot be avoided during the nesting season, all suitable habitat will be thoroughly surveyed for the presence of nesting birds by a qualified biologist prior to removal. If any active nests are detected, the area will be flagged, along with a minimum 100-foot buffer (buffer may range between 100 and 300 feet as determined by the monitoring biologist) and will be avoided until the nesting cycle is complete or it is determined by the monitoring biologist that the nest has failed. In addition, a biologist will be present on the site to monitor any vegetation removal to ensure that nests not detected during the initial survey are not disturbed.

3.4.6 PROTECTION OF BURROWING OWLS

In order to avoid impacts to any burrowing owls that may colonize the development impact footprint prior to commencement of construction activities, a Phase III protocol survey shall be conducted within 30 days prior to commencement of ground disturbance activities (California Burrowing Owl Consortium 1993). This pre-construction survey will entail four separate days between two hours before sunset to one hour after or one hour before sunrise to two hours after. This survey applies during both the breeding season (February 1 through August 31) as well as the non-breeding season when wintering owls are most likely detected if present (December 1 through January 31). If burrowing owls are detected within the development impact footprint or within approximately 80 feet of the impact area, on-site passive relocation would be conducted during the non-breeding season in accordance with the establishment protocol (California Burrowing Owl Consortium, 1993).

3.5 CIRCULATION PLAN

3.5.1 CIRCULATION PLAN DESCRIPTION

Figure 3-10, Circulation Plan, illustrates the project roadway concept, based on input from the City Traffic Engineer and the project Traffic Consultant, Crane and Associates. The main objective of the Circulation Plan is to provide direct and convenient access to individual residential enclaves, employment, and service land uses through a safe and efficient street network and a pedestrian trail/sidewalk system. The Circulation Plan includes standards for vehicular circulation, pedestrian circulation, bikeways, parking facilities, and connections to mass transit. Typical roadway cross sections are shown on Figures 3-11 through 3-14.

Primary project entries will be located at Riverside Avenue/N. Live Oak Avenue and Riverside Avenue/N. Locust Avenue. Secondary entries will be located on Riverside Avenue opposite Redwood Avenue and N. Alder Avenue. The entries on Riverside Avenue opposite N. Live Oak Avenue and N. Locust Avenue will serve as the Primary Entries into Neighborhood III. The entry at Country Club Drive will serve as a Primary Entry into Neighborhood II. Another Primary Entry into Neighborhood II will be provided at Riverside Avenue/Linden Avenue.

3.5.2 VEHICULAR CIRCULATION NETWORK AND HIERARCHY

The Vehicular Circulation Plan includes a network of public and private streets that create an efficient and comprehensive street pattern. The circulation network includes the following streets:

Interstate 15 (I-15) Freeway

The I-15 Freeway generally runs in a north-south direction. The freeway has three to four travel lanes in each direction near Lytle Creek Ranch. Access to I-15 is provided at Sierra Avenue and Glen Helen Parkway.

State Route 210 (SR-210) Freeway

The SR-210 Freeway runs in an east-west direction. The freeway begins in the City of Rialto and extends westerly to merge with Interstate 210 in the City of Glendora. In the project vicinity, SR-210 is being constructed with three mainline travel lines and a High-Occupancy-Vehicle (HOV) lane in each direction. Access to SR-210 is provided via Riverside Avenue.

Riverside Avenue (See Figure 3-11)

Riverside Avenue is designated as a Major Arterial in the City of Rialto. This roadway borders Lytle Creek Ranch on the southwest, and intersects Sierra Avenue just south of the I-15 Freeway/Sierra Avenue interchange. Riverside Avenue provides direct access to Neighborhoods II and III of Lytle Creek Ranch. Figure 3-15 depicts a typical bus mid-block turn-out design along Riverside Avenue.

As proposed, Riverside Avenue will be improved with a 127' right-of-way consisting of a 14' striped median, three travel lanes in each direction totaling 38', a 24' landscaped parkway that includes an 8' sidewalk/bicycle path on the Lytle Creek Ranch side of the street, and a 13' landscaped parkway with a 4'-6" sidewalk on the south side (Las Colinas side).

Lytle Creek Road/Sierra Avenue (See Figure 3-11)

Lytle Creek Road/Sierra Avenue has a 104' right-of-way north of the I-15 Freeway. South of the I-15 Freeway, Sierra Avenue has a 132' right-of-way. Lytle Creek Road and Sierra Avenue border the project site on the northwest, and Lytle Creek Road provides access to Neighborhood IV and to Neighborhood I via Glen Helen Parkway.

Glen Helen Parkway (See Figure 3-11)

Glen Helen Parkway is a Major Highway in the County of San Bernardino. The roadway extends easterly from Lytle Creek Road, and provides direct access to Neighborhoods I and IV of Lytle Creek Ranch. Glen Helen Parkway is improved with a 114' right-of-way consisting of a 14' striped median, two travel lanes and a breakdown lane (totaling 33' in each direction), and a 17' landscaped parkway that includes a sidewalk on each side of the street.

Clearwater Parkway (See Figure 3-11)

Clearwater Parkway extends through Neighborhood I of Lytle Creek Ranch and the adjacent residential development, and provides access to Glen Helen Parkway at the northern end of the project. As proposed, Clearwater Parkway will have a 104' right-of-way that consists of a 14' striped median, two travel lanes and a breakdown lane (totaling 33' in each direction), and 12' landscaped parkways.

Entry Streets – Neighborhood III (See Figure 3-12)

Lytle Creek Ranch proposes several entry streets in to Neighborhood III from Riverside Avenue. The entry streets will be opposite the existing streets of Redwood Avenue, N. Live Oak Avenue, N. Alder Avenue, and N. Locust Avenue. Each Entry Street will have a 118' right-of-way consisting of a 14' landscaped median, one 26' travel lane in each direction, and 26' parkway on either side. A 5' sidewalk will be provided within the parkway on each side of the street. Each entry street will be designed with a special landscaped entry treatment adjacent to Riverside Avenue.

Collector Streets (See Figure 3-12)

Collector streets are designed to collect local residential street traffic to major and secondary entry streets and to Riverside Avenue in Neighborhood III. Collector streets will have a 94' right-of-way, which consists of one 20' travel lane in each direction, a 14' wide landscape median, and a 17' wide landscaped parkway on one side of the street, and a 23' wide parkway on the other side of the street. In addition, both sides of the street will contain a 5' sidewalk.

Figure 3-10
Circulation Plan

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Figure 3-11
Roadway Cross-Sections

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Figure 3-12
Roadway Cross-Sections

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Figure 3-13
Roadway Cross-Sections

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Figure 3-14
Roadway Cross-Sections

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Figure 3-15
Typical Bus Mid Block Turnout

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Local Streets (See Figure 3-12)

Local streets in Neighborhoods I, III, and IV of Lytle Creek Ranch will provide access to individual properties and connect to collector streets. Local streets will have a 46' right-of-way, which consists of one 18' travel lane in each direction, and a 5' sidewalk on one side of the street and either a sidewalk or landscaping on the other side of the street. Local streets may be either public or private.

Alley Drives (See Figure 3-12)

Alley drives in Lytle Creek Ranch will have a 26' right-of-way, which consists of one 13' drive lane in either direction.

Country Club Drive (See Figure 3-13)

Country Club Drive is a Major Arterial south of Riverside Avenue in the City of Rialto and a local street north of Riverside Avenue in the County of San Bernardino. As part of the Lytle Creek Ranch project, Country Club Drive will be fully improved and re-landscaped from Riverside Avenue to the Lytle Creek Ranch boundary. The reconstructed street will consist of a 102' right-of-way with a 9'-6" raised landscaped median, three travel lanes in each direction (totaling 36' in each direction), and landscaped parkways on either side of the street. Within Lytle Creek Ranch, Country Club Drive will vary in width from a 67' to 72' right-of-way consisting of a central 10' raised landscaped median and a 26' travel lane in each direction. Parkways will be provided on both sides of Country Club Drive directly adjacent to on-site residential uses. No parkways will be provided where Country Club Drive abuts the golf course or open space/recreation uses.

Active Adult Entry Street (See Figure 3-14)

An Active Adult entry street is proposed in Neighborhood II (Active Adult neighborhood). The Active Adult entry street begins with a 102' right-of-way at Riverside Avenue and extends to a point located just east of Planning Area 90, where it transitions into an 84' right-of-way adjacent to Planning Area 92 and residential, open space/recreation, or golf course areas. The Active Adult entry street will consist of a 14' landscaped median, a 12' travel lane adjacent to the median, and a 14' travel lane adjacent to the curb in each direction. There will also be an 18' landscaped parkway on one or both sides of the street, which includes an 8' wide multi-purpose trail.

Active Adult Local Street (See Figure 3-14)

Active Adult local streets are planned in Neighborhood II (Active Adult neighborhood). Similar to local streets, the Active Adult local streets will provide access to individual properties and connect to the Active Adult Entry Street and to Country Club Drive. The Active Adult local street will have a 42' right-of-way, consisting of one 18' travel lane in each direction, and a 10' landscaped parkway that includes a 5' sidewalk on one side of the street.

Roundabouts (Active Adult Neighborhood Only)

The Lytle Creek Ranch project includes two roundabouts in Neighborhood II and three roundabouts in Neighborhood III to facilitate continuous, safe and orderly traffic movement, while minimizing unnecessary stops. It should be noted that modern roundabouts are not the same as older traffic circles, which exist in some cities. Three basic principles distinguish the modern roundabout from a traffic circle:

- A. Modern roundabouts follow the "yield-at-entry" rule in which approaching vehicles must wait for a gap in the circulating flow before entering the circle. Many traffic circles in the United States require circulating vehicles to grant the right of way to entering vehicles. Some traffic circles also use stop signs or signals to control vehicle entry.
- B. Modern roundabouts involve low speeds for entering and circulating traffic, as governed by small diameters and deflected (curved) entrances. In contrast, traffic circles emphasize high-speed merging and weaving, made possible by larger diameters and tangential (straight) entrances.
- C. Adequate deflection of the vehicle entering a roundabout is the most important factor influencing their safe operation. Roundabouts should be designed so that the speed of all vehicles is restricted to 30 mph or less within the roundabout.

In giving priority to entering vehicles, a traffic circle tends to lock up at higher volumes. The operation of a traffic circle is further compromised by the high speed environment in which large gaps are required for proper merging. These deficiencies have been essentially eliminated with the modern roundabout designs.

The roundabouts in Lytle Creek Ranch will also serve as important iconic elements that will help to create a unique identity for the project circulation system. To keep maintenance requirements to a minimum, each roundabout will contain trees and plant materials, while minimizing the use of turf and other high-maintenance plantings. To help prevent distractions to vehicular traffic circulating through the roundabouts, no potentially distracting features such as fountains, sculptures, community signage, or other similar elements will be permitted within the central island in each of the roundabouts. Traffic-related signage shall be permitted as needed anywhere within the roundabouts.

3.5.3 MASS TRANSIT CONNECTIONS

Lytle Creek Ranch has been designed to promote the use of alternative forms of transportation. The project site is located close to several major transportation routes, including the I-15 (which bisects a portion of the site), I-210, and I-10 freeways. Bus transportation is currently provided along portions of Riverside Avenue (Bus Route 22) by Omnitrans. Bus Route 22 includes stops along a portion of Riverside Avenue and at or near Carter High School, Kolb Junior High School, the Rialto Civic Center, and the Metrolink station located at 261 South Palm Avenue in Rialto. The Metrolink line provides stops in San Bernardino to the east and Fontana, Rancho Cucamonga, Upland, Montclair, Claremont, Pomona, Covina, Baldwin Park, El Monte, Cal State Los Angeles, and Union Station in downtown Los Angeles to the west. Many of the Omnitrans buses are low emitting vehicles and run on Compressed Natural Gas (CNG), while the newest vehicles are electric/gasoline hybrids.

The project proposes a system of bicycle trails and walking trails throughout the project site. These trails will follow the alignment of the major streets in Lytle Creek Ranch and connect to a trail system to be established along the northeast side of Riverside Avenue. Thus, residents will be able to walk or ride their bikes to Riverside Avenue and catch a ride on the bus to other portions of the City.

Convenient access to Village Center Commercial development in Lytle Creek Ranch will be available via the project's internal trail and roadway systems. Retail, commercial and office uses are planned along Riverside Avenue. It is anticipated that there will be a shopping center located near the juncture of Sierra Avenue/Riverside Avenue/I-15 in Planning Areas 31 and 33. This shopping center may contain such uses as big and medium box retailers, a supermarket or, grocery store, and other services such as dry cleaners and restaurants. Residents will be able to walk or bike to this center, or drive to the center without placing additional strain on the surrounding off-site roads.

3.5.4 PARKING

Parking shall be provided in accordance with City of Rialto requirements as set forth in Section 18.58 of the City's Municipal Code, except as otherwise amended in this Specific Plan. Shared parking may be permitted in planning areas designated as Village Center Commercial, subject to preparation of a shared parking analysis by a qualified Traffic Engineer. CEQA review may be required. This study shall be reviewed and approved by both the Director of Development Services and the City Traffic Engineer.

3.5.5 CIRCULATION PLAN GENERAL DEVELOPMENT STANDARDS

- A. The proposed project includes an efficient and safe circulation design that shall accommodate traffic from land uses as well as public safety, security and public transportation needs. All on-site roadway improvements shall be phased in accordance with the Infrastructure phasing plan.
- B. Heavy through traffic shall be eliminated from residential neighborhoods. Major roadways shall be implemented as non-access roadways, with residential neighborhoods served by smaller residential collectors.
- C. Provisions shall be made for a safe and efficient trail and sidewalk network, providing pedestrian and bicycle circulation in conjunction with the roadway network. A sidewalk system shall be developed along all key streets within Lytle Creek Ranch. Pedestrian traffic shall be separated from vehicular traffic, particularly in commercial and retail areas.
- D. Bicycle paths shall be located along interior and exterior streets where they will be safe and effective in serving local residents' needs.
- E. All subdivisions shall comply with the street improvement recommendations/mitigations outlined in the project Traffic Analysis and as determined by the Engineering Division of Public Works and Development Services (EIR Technical Appendices).
- F. In selected locations raised planters may be used as local street medians to provide a higher level of street character and visual interest. Specific locations will be identified at the tentative tract map stage.
- G. All roads within Lytle Creek Ranch shall be constructed to the standards contained in this Specific Plan.
- H. Connections to mass transit are encouraged to facilitate and promote alternative transportation.
- I. The master developer shall install all traffic signals within the Specific Plan area as required by the Department of Public Works.
- J. A traffic signal shall be installed at the intersection of Linden Avenue and Riverside Avenue prior to the issuance of the first occupancy permit during the first phase of development. The developer shall be reimbursed for the cost of the installation of the signal less the amount of the project fair share contribution toward the signal as specified in the Traffic Impact Analysis and Mitigation Monitoring and Reporting Plan for the project.

3.6 INFRASTRUCTURE PLAN

3.6.1 WATER SYSTEM

Water Plan Description

The backbone water facilities and infrastructure shall be owned, operated, and serviced by the West Valley Water District (West San Bernardino County Water District). The fair-share cost of designing and constructing the water system shall be financed by the project master developer, project area builders, and/or other financing mechanism(s) acceptable to the City of Rialto. The conceptual water plans for each neighborhood are depicted in Figures 3-16 through 3-19, Water Plans.

- A. Neighborhood I – The water system for Neighborhood I will consist of a series of new waterlines of varying widths that will connect with existing lines, and a new 6.5 million gallon (MG) reservoir with an approximate site area of 2.2 acres. Neighborhood I lies within Zone 7 of the conceptual water plan.
- B. Neighborhood II – The water system for Neighborhood II will consist of a series of new waterlines of varying widths, a new 8.5 MG reservoir with an approximate site area of three acres, and a new booster station. Two additional reservoirs are currently in place near Neighborhood II. Neighborhood I lies within Zone 4 of the conceptual water plan.
- C. Neighborhood III – The water system for Neighborhood III will consist of a series of new waterlines of varying widths, two new reservoirs, and two new booster stations. Neighborhood III is divided between Zones 5 and 6 of the conceptual water plan. Within Zone 5, a 10.7 MG reservoir covering an approximate site area of 3.5 acres is planned. A 10.1 MG reservoir covering an approximate site area of 3.5 acres is planned in Zone 6. Two additional reservoirs currently exist near Neighborhood III.
- D. Neighborhood IV – The water system for Neighborhood IV will consist of a series of new waterlines of varying widths, one new reservoir, and one new booster station. Neighborhood IV is divided between Zones 7 and 8 of the conceptual water plan. A new 4.7 MG reservoir, which will require an approximate site area of 1.6 acres, will be located within Zone 8. Two additional reservoirs currently exist near Neighborhood IV.

Water Plan General Development Standards

- A. All lines shall be designed in accordance with the West Valley Water District requirements.
- B. Water facilities shall be installed in accordance with the requirements and specification of the West Valley Water District.

LYTLE CREEK RANCH

SPECIFIC PLAN

- C. Assurance for provision of adequate water service is required prior to approval of a subdivision map, and/or Plot Plan for retail and office uses in accordance with the State Subdivision Map Act.
- D. If a convenient, readily available, and affordable source of recycled water exists, then the project shall incorporate recycled water for landscaping and non-potable uses.
- E. The project shall comply with Title 20, California Code of Regulations Section 1604 (f) (Appliance Efficiency Standards), which establishes efficiency standards that set the maximum flow rate of all new showerheads, lavatory faucets, as well as Health and Safety Code Section 17621.3 which requires low-flush toilets and urinals in virtually all buildings.

Figure 3-16
Water Plan – Neighborhood I

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Figure 3-17
Water Plan – Neighborhood II

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Figure 3-18
Water Plan – Neighborhood III

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Figure 3-19
Water Plan – Neighborhood IV

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3.6.2 SEWER SYSTEM

Sewer Plan Description

The backbone sewer facilities and infrastructure shall be owned and operated by the City of Rialto. The fair share cost associated with designing and constructing the sewer system shall be financed by the project master developer, project area builders, and/or other financing mechanism(s) acceptable to the City of Rialto.

The proposed on-site collection system for each neighborhood is depicted on a separate exhibit. Please see Figures 3-20 through 3-23 for the sewer exhibits.

- A. Neighborhood I – The sewer collection system for Neighborhood I will collect the sewage and direct the flows into a sewer located within Clearwater Parkway. These flows, in turn, will be handled by the existing wastewater treatment plant, which was constructed as part of the Rosena Ranch community. (See Figure 3-20.)
- B. Neighborhood II – The Neighborhood II sewer collection system will be located within the streets in Neighborhood II. A scalping plant will be located at the southern portion of Neighborhood II within the golf course. The scalping plant will remove water from the sewage and, through the use of micro filtration and reverse osmosis, will reuse the water to water the golf course. The scalping plant will not produce smell because the sewage will be put back into the sewer system, as all of the water extraction part will take place below ground. The entire process will occur inside of a building or underground. (See Figure 3-21.)
- C. Neighborhood III – The backbone infrastructure in this neighborhood will be located primarily within the central Collector Street and the Grand Paseo open space. To the north, the project will connect underneath the I-15 Freeway to the sewer collector system in Neighborhood IV. To the south, the project will connect to the sewer collector system. (See Figure 3-22.)
- D. Neighborhood IV – The sewer collector system through Planning Areas 20, 23, and 25 in Neighborhood IV will connect underneath the I-15 Freeway to the sewer collection system in Neighborhood III. (See Figure 3-23.)

Sewer Plan General Development Standards

- A. All sewer lines shall be designed per City of Rialto requirements.
- B. Sewage disposal facilities shall be installed in accordance with the requirements and specifications of the City of Rialto and/or San Bernardino County Special Districts.
- C. Assurance for provision of adequate water service is required prior to approval of a subdivision map, and/or Plot Plan for retail and office uses in accordance with the State Subdivision Map Act.
- D. The project shall comply with Title 20, California Code of Regulations Section 1604 (f) (Appliance Efficiency Standards), which establishes efficiency standards that set the maximum flow rate of all new showerheads, lavatory faucets, as well as Health and Safety Code Section 17621.3 which requires low-flush toilets and urinals in virtually all buildings.

Figure 3-20
Sewer Plan – Neighborhood I

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Figure 3-21
Sewer Plan – Neighborhood II

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Figure 3-22
Sewer Plan – Neighborhood III

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Figure 3-23
Sewer Plan – Neighborhood IV

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3.6.3 DRAINAGE PLAN

Drainage Plan Description

The project proposes a master drainage plan for the site in order to protect the proposed site from the 100-year flood potential from Lytle Creek (see Figures 3-24 through 3-27, Drainage Plans). The proposed plan utilizes the project streets, storm drains, and the “Grand Paseo” bioswale to carry stormwater through the site.

The local storm drain system shall be funded and constructed by the project master developer, project area builders, and/or other financing mechanism(s) acceptable to the City of Rialto. The regional storm drain system and flood control improvements associated with Lytle Creek Wash is expected to be funded and constructed by a Community Facilities District or other similar mechanism.

- A. Neighborhood I – Water in Neighborhood I will generally flow from northwest to southeast in the portions of Neighborhood I located north of the I-15 freeway, and toward the southwest in the portions to the east of the freeway. Water will flow both on streets and in storm drains. Four water quality treatment basins are planned north of the I-15 freeway, and two basins are planned south of the freeway. (See Figure 3-24.)
- B. Neighborhood II – Water in Neighborhood II will generally flow toward the southern portion of Neighborhood II, both on streets and in storm drains. In addition, the reconfigured golf course will accommodate much of the drainage flow in the neighborhood. Approximately eight vegetated basins and six water quality treatment basins will be provided within this neighborhood. These basins and the water flowing between them will also act as a series of water features as part of the golf course. (See Figure 3-25.)
- C. Neighborhood III – Water runoff in Neighborhood III will generally drain from north to south. Drainage from each of the proposed catchment areas will be collected at node locations, which will channel the water through a system of urban storm drain piping, which will terminate in water quality treatment basins located within the Grand Paseo. Neighborhood III will contain twelve water quality treatment basins within the Grand Paseo. These basins will detain and treat all first flush water runoff, which is then released further downstream through the Grand Paseo and ultimately discharge at the southerly end of the neighborhood into a system of urban storm drain piping within the Riverside Avenue right-of-way. This piping system will then carry the water runoff east into the Neighborhood II water quality basin system. (See Figure 3-26.)
- D. Neighborhood IV – Water will generally flow drain from north to south in Neighborhood IV, both on streets and in storm drains. Four water quality treatment basins are included in this neighborhood. (See Figure 3-27.)

Storm Drainage Plan General Development Standards

- A. Drainage and flood control facilities and improvements shall be provided in accordance with the City of Rialto and the County of San Bernardino Flood Control District.
- B. It is anticipated that the major backbone drainage/flood control facilities will be maintained by the City of Rialto and/or County of San Bernardino Flood Control District. Local drainage devices will be maintained by the City of Rialto or a similar public/private entity.
- C. All proposed construction activities including, clearing, grubbing or excavation shall obtain the appropriate State general permit for National Pollutant Discharge Elimination System (NPDES) permits and pay the appropriate fees. Proposed Best Management Practices (BMPs) may include, but are not limited to, on-site retention, vegetated swales (bioswales), and monitoring programs.
- D. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared in accordance with the California State Water Resources Control Board (State Water Board) Order No. 92-08-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. This SWPPP complies with Best Available Technology (BAT) achievable and Best Conventional Pollutant Control Technology (BCT) to reduce or eliminate stormwater pollution from areas of a construction activity. The SWPPP document will be certified in accordance with the signatory requirements of Standard Provisions C. 9 in the State General Construction Stormwater Permit.

Figure 3-24
Drainage Plan – Neighborhood I

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Figure 3-25
Drainage Plan – Neighborhood II

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Figure 3-26
Drainage Plan – Neighborhood III

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Figure 3-27
Drainage Plan – Neighborhood IV

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3.6.4 UTILITIES AND PUBLIC SERVICES

Utilities

It is anticipated that utilities will be provided by the existing public utility companies, Southern California Edison (SCE) and Southern California Gas Company (SCG) or other service providers allowed to enter the market place under Assembly Bill 1890.

Electricity

Electrical service is currently provided in the area by Southern California Edison Company (SCE). All new lines installed in Lytle Creek Ranch shall be placed underground.

Adequate electric power supply will be provided by SCE. SCE will install the necessary distribution facilities to serve the project site.

It should be noted that Assembly Bill 1890, commonly referred to as the "Public Utilities Act," has allowed for the deregulation of public utilities in California. Based on this Act, a number of other service providers are able to enter the marketplace. Consequently, there may be additional utility service providers in the future providing the same services that SCE currently provides to southern California and the proposed project site.

Natural Gas

Natural gas service is currently provided by Southern California Gas Company. Existing facilities in the area include existing lines located in Riverside Avenue and Knollwood/Country Club Drive.

SCG indicates that gas service could be provided to the Specific Plan area in accordance with the Company's policies and extension rules on file with the California Public Utilities Commission at the time contractual arrangements are made.

It should be noted that Assembly Bill 1890, commonly referred to as the "Public Utilities Act," has allowed for the deregulation of public utilities in California. Based on this Act, a number of other service providers are able to enter the marketplace. Consequently, there may be additional utility service providers in the future providing the same services that SCG currently provides to southern California and the proposed project site.

Cable Services

Cable services are provided by Time Warner Cable, which is located at 3430 East Miraloma Avenue in Anaheim, California. Services offered by Time Warner Cable include cable television (e.g., HDTV, DVR, On Demand), high-speed internet, and digital telephone service.

Telephone Service

Telephone service to the site is available from AT&T.

Public Services

Public Services are considered and planned as part of the overall Specific Plan development concept. Public Services include solid waste disposal, hazardous waste disposal, police protection, fire protection, schools, and libraries.

Solid Waste Disposal

Trash collection and waste disposal is available through EDCO Disposal, which is located at 1850 Agua Mansa Road in Riverside, California. EDCO is a family-owned and locally operated waste collection and recycling company that has been serving various communities in Southern California since 1967. The EDCO family of companies offers integrated waste removal and recycling programs to serve residential homes, multi-family properties, commercial businesses, multi-tenant buildings, industrial centers, construction sites, and community events. Trash service in the City of Rialto is mandatory and EDCO Disposal is the only service provider approved by the City Council with an exclusive franchise.

The Mid-Valley Landfill (permitted as the Fontana Refuse Disposal Site, permit number 36-AA-0055) is located at 2390 Alder Avenue in Fontana. It is owned by San Bernardino County and operated under contract by Burrtec Waste Industries Inc., which operates and maintains all disposal facilities owned by San Bernardino. The site is located in Fontana, approximately 0.5-mile north of Highland Avenue and approximately 0.25-mile east of Sierra Avenue.

The landfill site includes 498 acres. Its ultimate capacity is listed as 62 million cubic yards. The estimated capacity remaining is listed as 694,000 cubic yards. It is expected to continue in operation as an active disposal site until at least 2033. It is estimated that the landfill has capacity remaining until the year 2040 (estimated). The final use of the landfill site after closure has not been decided.

Hazardous Waste Disposal

Disposal of motor oil and oil filters, antifreeze, weed killer and fertilizers, household cleaners, latex and oil base paints, wood preservative, paint thinner, car polish/wax, furniture and floor polish, auto and household batteries, aerosol paint, medicines (prescription and over the counter), pesticides, cosmetics, nail polish and remover, or pet care products is available at the City of Rialto Household Hazardous Waste Site, which is located behind 246 South Willow Avenue in Rialto, California.

Police Protection

Law enforcement services shall be provided by the City of Rialto Police Department. Services will be provided as residential units and development come online. The Fire Department is currently responsible for response to 911 police calls, traffic collisions, medical, and other types of emergencies. Additional services provided include crime prevention, investigation, and enforcement of the law, providing police support to the area with patrol responses, reporting, and investigative support. A portion of Lytle Creek Ranch falls within the response time radius of the new County sheriff's facility in Neighborhood I and, as such, could potentially be served by that sheriff's facility.

Fire Protection

Fire protection and emergency response services for the project area are provided by the City of Rialto Fire Department. In 2007, the City had four fire stations. It is anticipated that Fire Station 202, which is located at 1925 N. Riverside Ave in Rialto, will serve the project. Station 202 has one fire engine and two paramedic ambulances (one in reserve). The fire station will provide wildland and structural fire protection, and response to 911 medical aid calls, traffic accidents, and hazardous materials.

Additional support may be provided by Fire Station 204, which is located at 3288 N. Alder in Rialto. Fire Station 204 has two fire engines (one in reserve), one water tender, and two specialized units. Services will be provided as residential units and development come online.

In addition, a new County fire station is planned as part of the adjacent Rosena Ranch community. This new fire station must be constructed prior to occupancy of the 1,000th dwelling unit in Rosena Ranch and will be operated by San Bernardino County. This fire station will be sited on a parcel of land situated between Planning Areas 14 and 15. Portions of the Lytle Creek Ranch community (Neighborhoods I, IV, and portions of III) falls within the response time radius of the new County fire station and, as such, can be served by that fire station.

Schools

The proposed project is located within three different school districts. Students in a portion of Neighborhood I will attend existing schools in the San Bernardino City Unified School District (SBCUSD). It is anticipated the existing schools will have sufficient capacity to serve the new students generated by the proposed project.

Students in the northwestern portion of the Lytle Creek Ranch (Neighborhood IV) will attend schools in the Fontana Unified School District (FUSD). Students in the FUSD will attend existing schools, as it is anticipated that existing schools will have sufficient capacity to adequately serve the new students generated by the proposed project.

As previously mentioned, an elementary school and a joint elementary/middle school are proposed in Neighborhood III on 10-acre and 14-acre sites, respectively. Both proposed school sites are located within the jurisdictional boundaries of the Rialto Unified School District.

No students will be generated by Neighborhood II as it is planned as an age-qualified community for adults aged 55 years and older.

The project will pay its fair share of fees to each school district as required by California state law and/or the project master developer shall enter into a mitigation agreement with the school district.

Libraries

Library services to the project site will be provided by the San Bernardino County Library System from a series of branch libraries. The closest branch library to Lytle Creek Ranch is located at 251 West 1st Street in Rialto. Development of the project will generate additional patrons and will ultimately create a need for additional staff and space for additional resources. The project will pay library fees, which are included in the City's Development Impact Fees (DIF) to offset the project's effect on library services.

3.7 GRADING PLAN

3.7.1 GRADING PLAN DESCRIPTION

The Conceptual Grading Plan is sensitive to the natural topography of the site, which slopes gently toward the south. The Conceptual Grading Plan will create large pads that conform generally to the existing natural landforms. (See Figures 3-28 through 3-31, Grading Plans). Additional conditions that act as constraints for grading of the site include Lytle Creek, existing perimeter conditions; existing street grades; the ability to use gravity sewers; and no diversion of storm flows on adjacent properties. The may require some off-site material to be imported in order to reflect the grading depicted on the Conceptual Grading Plans. The Conceptual Grading Plans are subject to modification pending final design and engineering.

3.7.2 GRADING PLAN GENERAL DEVELOPMENT STANDARDS

1. All grading activities shall be in substantial conformance with the overall Conceptual Grading Plans (see Figures 3-28 through 3-31), and shall implement the recommendations outlined in the Geotechnical Study (EIR Technical Appendices). Grading for the site shall balance on-site.
2. For erosion control purposes, slopes exceeding five feet in vertical height shall be hydromulched, prior to final acceptance and prior to the beginning of the rainy season (October – March).
3. All grading shall be accomplished in accordance with the City of Rialto standards.
4. The applicant shall be responsible for maintenance and upkeep of all planting and irrigation systems until those operations become the responsibility of other entities.
5. Graded, but undeveloped land shall be maintained weed-free and planted with interim landscaping, such as hydroseed, and temporary irrigation within one year (365 days) of completion or grading, unless building permits are obtained.

6. Slopes shall not be steeper than 2:1 unless approved by the Planning and Public Works Departments and considered safe in a slope stability report prepared by a soils engineer or an engineering geologist.
7. Prior to commencing any grading, including clearing and grubbing, a grading permit shall be obtained from the City of Rialto.
8. Soil stabilizers shall be used to control dust as required by SCAQMD Rule 403.

LYTLE CREEK RANCH
SPECIFIC PLAN

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Figure 3-28
Grading Plan – Neighborhood I

LYTLE CREEK RANCH
SPECIFIC PLAN

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Figure 3-29
Grading Plan – Neighborhood II

LYTLE CREEK RANCH
SPECIFIC PLAN

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Figure 3-30
Grading Plan – Neighborhood III

LYTLE CREEK RANCH
SPECIFIC PLAN

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Figure 3-31
Grading Plan – Neighborhood IV

LYTLE CREEK RANCH
SPECIFIC PLAN

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4.0 DESIGN GUIDELINES

This Chapter contains the site planning, architectural, and landscaping design guidelines for the Lytle Creek Ranch community. These guidelines, when implemented, will ensure that Lytle Creek Ranch develops as a quality master planned community with consistent design elements. These guidelines are intended to provide general direction to planners, builders, architects, landscape architects, and engineers, and should not be construed to be rigid standards that cannot be modified. The essence of good design is creativity and flexibility — these guidelines are intended to foster those ideals and promote innovation.

4.1 PLANNING GUIDELINES

It should be noted that the design guidelines and the standards contained in this Specific Plan will guide development within Lytle Creek Ranch.

4.1.1 DESIGNING THE CITY'S NORTHERN GATEWAY

Currently, there is no clear boundary to the northern edge of the City of Rialto. The master planned community of Lytle Creek Ranch is designed to serve as the northern gateway into the City. A striking new entry feature will be erected on Riverside Avenue, near its intersection with Sierra Avenue, announcing to residents and visitors alike that they are entering Rialto. This entry feature will be a representation of the famous “Rialto Bridge” (see image below).



Artist's Conception of “Rialto Bridge” Entry Feature on Riverside Avenue

4.1.2 INTERFACE WITH LYTLE CREEK WASH

There will be a defined edge of development created along Lytle Creek in Neighborhoods I, II, III, and IV. A 20 foot wide public trail will run along the length of Neighborhoods II, III, and IV, providing visual public access to the creek, but not direct public access to the wash itself.

4.1.3 NEIGHBORHOOD CHARACTER AND DESIGN

A. Neighborhood Charm and Character

Lytle Creek Ranch will include a variety of residential housing types in community settings that reflect the neighborhood charm and structure reminiscent of small Southern California towns. The community is being designed as a mix of family-oriented and Active Adult homes clustered into identifiable neighborhoods. The entire community will contain well-designed housing and nicely landscaped residential areas. Each neighborhood will be designed with its own unique identity and character. This will be accomplished by promoting authentic architecture and designing iconic streets so that each street “tells a story.” Each street will have its own design elements and features and landscape palette to create an identifiable streetscape.

It is one of the key goals of these design guidelines to promote development of a community that, while unique, is reminiscent of the architectural heritage of Rialto and other local agrarian communities from the early to mid 20th century. It is intended that the architecture in Lytle Creek Ranch incorporate historic details and stylistic characteristics, while responding to the needs of modern buyers. Each aspect of every project should be designed to reinforce the neighborhood concepts for the Lytle Creek Ranch community.

B. Neighborhoods of Lytle Creek Ranch

Lytle Creek Ranch is actually four separate neighborhoods situated within a larger master planned community as follows:

Neighborhood I

This neighborhood will include some of the largest lots on-site with some of the best views. The homes in these areas will include a mix of home sizes including, but not limited to, 6,000, 7,200, and 10,800 square foot lots. Development in this area will reflect large gracious homes with variable building setbacks to create an attractive streetscene. The landscaping will be designed to reflect the proximity of the homes to nearby Glen Helen Regional Park and the San Bernardino National Forest. Streetscenes will include native and water-wise landscaping interspersed with carefully selected ornamental plantings. The larger sized lots will be large enough to accommodate swimming pools and other private recreational amenities. Individual housing developments within Neighborhood I may be gated to promote a sense of luxury and security. Some or all of the residential developments within Neighborhood I may be gated at the discretion of the master developer or builder(s).

Neighborhood II

This neighborhood will be devoted exclusively to Active Adult housing for residents aged 55 and older. Because many of the homeowners will be downsizing from larger properties, these neighborhoods will contain clusters of homes on smaller sized lots. Neighborhoods will incorporate a mix of housing types to foster visual interest. Front porches, patios, and enhanced entries will promote a sense of neighborliness. The focal point of the community will be an enhanced and reconfigured public 18-hole golf course and an Active Adult recreation center. Neighborhood II will be constructed as a gated community.

Neighborhood III

Neighborhood III is the largest of the neighborhoods and is targeted at families of all sizes, couples, and singles with a range of incomes and housing needs. This neighborhood will contain a mix of both attached and detached single family housing, as well as higher density housing including, but not limited to, condominiums, townhomes, courtyard homes, motorcourts, mansionettes, and apartments. This Neighborhood will contain extensive amenities including an elementary school, a K-8 school, several neighborhood parks, three private recreation centers, as well as trails, a large greenbelt (i.e., the “Grand Paseo”), and landscaped parkways. Clusters of homes will be arranged to promote a sense of place and neighborhood. Some of the enclaves of homes within this neighborhood may be gated; It is desirable, however, that most of the enclaves remain ungated with “architectural forward” designs to promote social interaction between neighbors.

Neighborhood IV

The fourth and final residential neighborhood will consist primarily of multi-family and attached housing. While single family housing is not prohibited, it is anticipated that this area will develop mostly with higher density residential development. The developments in Neighborhood IV may be gated at the discretion of the master developer or the builder(s).

4.1.4 PLACEMAKING

Successful neighborhood design within Lytle Creek Ranch depends on site planning, architecture, and landscaping being integrated into unified neighborhood concepts. The project approach includes “placemaking” to ensure that each neighborhood has a distinctive character and “sense of place.” Walled subdivisions are permitted within all four of Lytle Creek Ranch’s neighborhoods, particularly in planning areas where issues of privacy, security, or noise concerns exist. In most areas of Neighborhood III, however, Lytle Creek Ranch should contain open, unrestricted planning areas that promote walking between uses and social interaction. It is desirable that development in Neighborhoods III not consist entirely of a collection of walled subdivisions.

Lytle Creek Ranch will contain integrated communities of single-family detached homes, alley-loaded and courtyard style homes, manor homes, motorcourts, townhomes, mansionettes, flats, apartments, and other innovative products. Neighborhoods should be designed to avoid the appearance of a walled fortress. Although select planning areas within Lytle Creek Ranch may be

fully walled, it is intended that the use of walls be minimized in most areas. Entrances of multi-family and attached homes should generally front onto the major backbone streets so as to create appealing streetscenes, rather than having the rear of the units face the major streets. Residential subdivisions should, in general, connect to one another through street and alley connections and via paseos, sidewalks and trails, and landscaped parkways. An important goal of these guidelines is to create a streetscene possessing both functional and visual variety. Plotting and massing garage placement and building elevation criteria are intended to provide this variety in appearance, as well as a sense of individuality for each detached home.

4.1.5 LIVABLE STREETS

Lytle Creek Ranch is designed to promote interplay between streets and houses. Homes will be designed to have a strong relationship to the street. Residents should have direct views of the street and outdoor living space to enhance the sense of safety and security. One way to enhance security is to orient rooms, doors, and windows toward streets and public areas. Another way is to have houses “open up” to the street by incorporating architectural elements such as front stoops and porches.

A strong balance will be established between the built form and the landscaping with the introduction of continuous parkways along streets, uniform street trees on each street, paseos and greenways, and sidewalks for pedestrian connectivity. The goal is to create intimate, socially interactive and secure neighborhoods that encourage street activity, promote walking, and allow convenient access to parks, schools, and shopping.

In order to create more “livable streets,” it is also necessary to control traffic and reduce speeds. On-street parking will help to calm traffic in residential neighborhoods, as will narrower street cross-sections. Two traffic roundabouts are planned in the Active Adult neighborhood (Neighborhood II) to help slow down traffic. Additionally, the use of curb separated sidewalks will help create a more visual pleasing streetscene.

Livable streets may be achieved by implementing some or all of the following strategies:

- Different Product Types for Single-Family Detached Residential Dwellings
- Forward Architecture/Recessed Garages
- Varied Setbacks
- Varied Building Massing
- Variable Lot Sizes
- Neighborhood Edge Treatments

These strategies are described below:

Different Product Types for Single-Family Detached Residential Dwellings

Each single-family residential planning area will be required to provide at least four different architectural products. Also, each single-family detached product will have no fewer than three distinct building elevations. In addition, each single-family detached residential planning area shall contain a minimum of three architectural styles in order to add visual interest and variety. No one architectural style shall constitute more than forty (40) percent of all of the single-family detached residences constructed in the Lytle Creek Ranch Specific Plan area, excluding attached and multi-family development. For attached dwelling units and multi-family units, the products may either be designed with one consistent architectural style or designed with two or more architectural styles as determined by the builder(s). To enhance the streetscene, floor plans shall be interspersed periodically with reverse floor plans. Overly repetitious plans and building footprints shall be discouraged. Innovative floor plans that maximize interior space are encouraged.

Architecture Forward Design/Recessed Garages

The “living” portions of the house will be allowed to be placed forward on the lot so that active, articulated architecture will visually dominate the streetscene. House designs are encouraged that place entries, windows, front porches, and living areas close to the street on most plan variations. The living spaces of the home shall be designed in front of the garages such that the predominant features of the home fronting the street are the windows and the front door. Other architectural forward features include providing articulation on two-story homes facing streets and other areas exposed to public view, such as single story elements and covered front porches.

Varied Setbacks

Varied building setbacks are encouraged along the street frontage to create a dynamic streetscene. Strict compliance to the minimum garage setback is discouraged so as not to contribute to a repetitious and monotonous appearance along the street. Where feasible, a mix of housing forms and plans resulting in a variation of front yard setbacks is encouraged in single-family detached residential planning areas.

Building Massing

On larger lots, single-story elements may be incorporated into two story buildings, especially on corner lots, to create more pleasant streetscene. Roof planes and types will be varied between different products to enhance the feeling of diversity. The building massing should be reduced, where appropriate, through the addition of details and varying roof forms and styles between buildings.

Variable Lot Sizes

Where possible and appropriate, variable lot sizes in adjacent planning areas may be used to increase buyer selection and variety in house and lot size combinations.

Neighborhood Edge Treatments

In order to avoid a continuous “walled” character along residential collector streets, special treatments are encouraged. These may entail open cul-de-sacs, view fencing, hedges, shrubs, neighborhood street tree programs, trail connections, and variable wall alignments and treatments.

Wrap-Around Architecture

The front façade treatment of residential structures should wrap partially around onto the side of the house. This is especially important on corner lots, where the side of the homes is highly visible. Where side yards are screened from view by adjacent homes, the treatment may extend for only a portion of the front. However, some elements (such as trim) should continue fully on the sides of the buildings.

Four-Sided Architecture

Four-sided architecture will be required for homes abutting Riverside Avenue, the Main Entry Street and all Secondary Entry Entries in Neighborhood III, Collector Streets in Neighborhoods II and III, the Active Adult Entry Street in Neighborhood II, and on homes located adjacent to parks, the Grand Paseo, schools, recreation centers, and the Neighborhood II golf course.

Variations in Garages (Applies to Single-Family Detached Homes Only)

Variations in garage type, placement, sizes, and locations are desirable. In general, the home and yard, rather than the garage should be the primary emphasis of the elevation as seen from the street. The visual impact of the garage may be minimized by varying garage setbacks and allowing recessed garages, side-on garages, and other different types of garages. A variety of garage placement solutions may be considered within Lytle Creek Ranch, including the following:

Set Back Garages

On larger and wider lots, it is possible to set the garage back to the middle or rear of the lot. This design treatment strives to expose more habitable architecture toward the street, and pushes the innovation of the plan.

Rear Access

The use of rear accessways relocates garages off neighborhood streets and creates a more traditional streetscene, without garages dominating the front of the homes. This condition occurs on alley loaded designs and is especially desirable on narrower lots.

Side Entry Garages

The periodic use of side entry garages on lots at least 55 feet wide will break the continuous view of garage doors along the street. This design treatment allows for a formal motorcourt entrance that differentiates this type of home from those on narrower lots.

Tandem Garages

This garage layout de-emphasizes the second or third garage by concealing it behind a standard one- or two-car garage condition. The tandem space is located such that it may option into living space while still only showing the original one- or two-car garage to the street. Tandem garages are permitted for all products types within Lytle Creek Ranch.

Corner Lot Garage with Wrap-Around Architecture

A corner lot garage plan will have an entry door on the front elevation while the garage doors will be found on the side elevation. This plan form creates the opportunity for architectural enhancements that wrap around the home from front to side elevation.

4.1.6 DEFENSIBLE SPACE

Good design and site planning techniques will help foster a sense of perceived and actual security in Lytle Creek Ranch. Defensible space involves using architectural and environmental design to minimize the potential for criminal activity by promoting visibility and creating a sense of ownership. When space is used in such a way that makes people feel safe and secure in the community, it fosters the likelihood for increased social interactions — a primary source of crime deterrence. Techniques such as lighting, walls and fencing, and landscaping, can define spaces in a manner that promote community safety by decreasing criminal activity.

In developing site plans and designing neighborhoods for Lytle Creek Ranch, security should be given serious consideration. Design parameters that ought to be considered for new developments in Lytle Creek Ranch include the following:

- a. The front yards, the fronts of buildings, and the main entries to dwelling units should face streets or driveways so as to facilitate normal patrolling by police cars and police response to residents' request for assistance. This will also enable residents across the street, whose units also face the street, to survey their neighbors' front doors.
- b. Sidewalks or walkways shall be provided for safe convenient direct access to each dwelling unit and for safe pedestrian circulation throughout a development between facilities and locations where major need for pedestrian access is anticipated. Walkways shall be located so that they are easily seen from the interior of units.
- c. Lighting shall be provided for the entire developed site with concentrations at walks, ramps, parking lots, and entrances to dwelling units. The intent is not to bathe the site with light, but to provide adequate lighting for surveillance purposes. In most cases, lighting should be directional to avoid unnecessary sky glow, glare, and light trespass.

- d. Plantings should not be placed so as to screen the doors and windows of dwelling units from views from the street or from walkways leading from the street to the dwelling unit entries.
- e. Plant materials should be selected and arranged to permit full safe sight distance between approaching vehicles at street intersections. Additional attention is required where driveways enter streets, at crosswalks and especially in areas of concentrated mixed pedestrian and vehicular movement. Plantings that hide pedestrians from passing motorists should be avoided.
- f. Distinguish private spaces from public spaces by using landscaping plantings, pavement designs, walls and fences, grade changes, and other visual cues to differentiate spaces.
- g. Perceived safety is as important as actual safety. A park that is well-maintained and cared for presents itself as a safe and fun place where people want to spend time.
- h. Design walls to be “graffiti resistant” through carefully selecting materials and coatings. Installing plant materials along walls will help to make walls less desirable to graffiti vandalism.
- i. Design spaces around public buildings so that residents can meet there (e.g., foundations, benches, playgrounds, seating walls, etc.).

4.2 ARCHITECTURAL GUIDELINES

The purpose of these Architectural Guidelines is to identify the general architectural design concepts for the design and implementation of the buildings in Lytle Creek Ranch. The design concepts presented herein are intended to establish the overall architectural character for the neighborhoods and reflect the historical development precedents of the City of Rialto and the Inland Empire. The goal is to promote both visual compatibility and variety in a community setting achieved by utilizing a number of compatible traditional and contemporary styles, and through quality architectural innovation. This provides a strong framework to ensure that Lytle Creek Ranch is developed in a manner that enhances the existing development in the City.

The architectural design concept for Lytle Creek Ranch is based on creating a thematic community, reflective of early and mid 20th century Southern California architectural styles. To achieve this, specific architectural styles consistent with this concept have been identified as especially appropriate for use in Lytle Creek Ranch. These architectural styles include, but are not limited to, American Farmhouse, California Bungalow, Craftsman, Spanish Eclectic, Monterey, Tuscan, and Italianate, and focus on human scale details, thus enhancing the pedestrian-friendly character of the neighborhoods in Lytle Creek Ranch. Such elements may include the use of front porches, patios, enhanced entries, a mix of materials, colors and textures, and detailing on features such as

columns, balconies, windows, doors, shutters, wrought iron, wood trim, and lighting. Together, such design features enliven the streetscene and promote the friendly interaction of neighbors.

The descriptions provided in these Architectural Guidelines are intended to help serve as the design “inspiration” for the development of architecture within the Lytle Creek Ranch community. The photographs and graphic representations contained in this section are provided for conceptual purposes only, and are designed to help architects and designers envision the basic intent of the residential architecture in the Lytle Creek Ranch community.

4.2.1 ARCHITECTURAL STYLES

The community of Lytle Creek Ranch will contain a mix of architectural styles to promote interest and diversity and establish a distinct sense of place. The architectural character envisioned for the residential neighborhoods of Lytle Creek Ranch is influenced by the historical precedents of development traditionally found in Rialto and the Inland Empire during the late 19th century and early to mid 20th century. Neighborhoods of these eras can be characterized by their use of a mixture of architectural building styles on any given street, homes oriented to the street featuring architecturally expressive elevations and front porches, and a streetscape treatment all combining to create a pleasant neighborhood environment.

Permitted architectural styles in Lytle Creek Ranch include, but are not limited to:

- American Farmhouse
- California Bungalow
- Craftsman
- Monterey
- Spanish Eclectic
- Tuscan
- Italianate

The inherent attractiveness, informality, and sense of elegance of these styles have enabled the styles to remain popular over a long period.

Lytle Creek Ranch will contain smaller residential groupings of homes within each neighborhood. Rather than limit housing types to one or two styles, a variety of architectural styles are permitted and encouraged within Lytle Creek Ranch. The need for variety is especially important given the community’s long build-out period and the desire to respond to changing consumer tastes. Because market conditions and homeowner preferences are constantly evolving, additional architectural styles not specifically identified in this Specific Plan shall be permitted within the Lytle Creek Ranch Specific Plan area. Site plans, building elevations, and a colors and materials palette for all architectural products shall be submitted to the City of Rialto for Design Review to ensure that the quality design is commensurate with the standards contained in this Specific Plan.

Lytle Creek Ranch is designed to promote interplay between streets and houses. Homes should be designed to have a strong relationship to the street. Residents should have direct views of the street and outdoor living space to enhance the sense of safety and community. One way to accomplish this is through the orientation of rooms, doors, windows. Another way is to have houses “open up” to the street by incorporating architectural elements such as front stoops and porches.

It should be noted that the photographs contained in this Chapter are representative of concepts envisioned for Lytle Creek Ranch. The intention is to incorporate a variety of these design features into the community. These concepts may be subject to future refinements based upon economic, marketing, detailed architectural design, and other factors. The photographs shown are not intended to be indicative of the actual future product types for the Lytle Creek Ranch Specific Plan, but are instead provided as a source of inspiration for the architects, designers, and builders that will actually design and build the architecture in Lytle Creek Ranch.

These Design Guidelines provide the flexibility to create variety in the architectural expression and interpretation of these design styles, while also providing the framework to achieve harmony and compatibility throughout the neighborhoods. The following style elements for each of the seven architectural styles proposed are encouraged and appropriate for use in any of the four neighborhoods of Lytle Creek Ranch. The ultimate determination as to which architectural style(s) will be used in each residential or Village Center Commercial planning area will be made by the master developer or the builder(s) of each planning area.

A. AMERICAN FARMHOUSE

Historical Precedent

The American Farmhouse architectural style is defined by simple practicality. Homes were designed to provide basic comfort and utility, be attractive, and offer flexibility to grow and change uses over time. Well into the early 20th century, most homes were designed and built by local craftsmen, resulting in substantial regional deviations across the country. Because the Farmhouse architecture across the country showed the impact of local immigrant groups; the style was often a hybrid of ideas from different parts of the world combined with the unique circumstances of American small towns.

Design Characteristics

The core design elements of Farmhouse, found in structures in many parts of the country, include:

- Covered porches
- Dormer windows
- Gabled roofs
- Wood and stucco siding
- Typically homes consisting of two stories

Further details of these design concepts include:

Roofs:

Roofs are typically gable roofs. Roofs will often have dormers.

Overhangs:

Narrow roof overhangs with a plain frieze board.

Siding Materials:

Incorporates horizontal wood siding.

Window shapes/Treatments:

Horizontal windows with 6/6 lights. Plain window trim. Dormer windows are common.

Porches:

Buildings have large porches that take up most or all of the front façade and sometimes portions of the side façade. Porch supports are usually simple with little adornment.

Color Palette:

Colors include earth tone colors, reds and browns, white, grays, and off-whites. Trim is usually white or off-white.

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Figure 4-1

Examples of American Farmhouse Architecture

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Figure 4-2

Examples of American Farmhouse Architecture



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Gabled roofs



Front porch



Typically two-story height



Dormers



Vertically-oriented windows



Plain window trim



Wood siding

Figure 4-3
Typical American Farmhouse Architectural Details

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B. CALIFORNIA BUNGALOW

Historical Precedents

The California Bungalow first appeared as a reaction to the elaborate decoration of the then-popular Victorian style. They were relatively easy and affordable to construct; kits could even be purchased through mail-order catalogs, which contained the plans and materials required for construction. The design spread east from California and remained popular into the Great Depression.

Design Characteristics

A number of features help define the California Bungalow style. These characteristics include:

- Low-pitched gabled or hipped roofs
- Large covered porches at the front entry
- Generally smaller overall size, but some large examples
- Typically one- to one-and-a-half stories
- Windows typically grouped in sets of two or three
- Large windows on front façade
- Large, decorative doors
- Front stoop

Further details of these design concepts include:

Massing:

California bungalows are typically narrow rectangular houses. Often one to 1½ stories in height. Two story buildings in the California Bungalow style are permitted.

Roofs:

Bungalows have low-pitched gabled or hipped roofs. Homes often have street-facing gables with shingled roofs.

Overhangs:

Usually provide wide overhangs that serve to shade the house.

Siding Materials:

California bungalows are typically made of stucco or sided with horizontal wood siding.

Windows:

Bungalows typically include a mix of window sizes and shapes with large front windows, often with divided panes above larger solid panels or panes. Windows are typically either single- or double-hung windows or casement windows. Sliding windows are not used. Window frames should be constructed of wood or wood-appearing materials. Windows are commonly grouped into sets of two or three.

Doors:

Front doors are typically large and decorative, often with glazing.

Porches:

Bungalows have covered front porches that are a defining characteristic of the style. The porches typically have rectangular or tapered columns. The lower part of the porch may be constructed of wood, stone, brick, river rock, or manufactured stone or brick.

Color Palette:

Colors vary widely, but include blues, greens, grays, creams, white, and beiges and other earth tone colors. Trim is often white or off-white.



Figure 4-4

Examples of California Bungalow Architecture



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Figure 4-5

Examples of California Bungalow Architecture

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Gable and cross-gable roof forms



Exposed rafter tails



Board or batten siding accent



Wide projecting roof forms



Large porch or veranda



Flat tile roof



Tapered columns

Figure 4-6

Typical California Bungalow Architectural Details



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C. CRAFTSMAN

Historical Precedent

The Craftsman style grew out of Bungalow architecture and was strongly influenced by the English Arts and Crafts movement. It is truly an American style which originated in southern California, and spread across the country during the 1920's and 30's through pattern books and catalogues.

The craftsman style of architecture sought the elimination of superfluous ornamentation, creating beauty instead through the simplified lines and masses of the building itself. The Craftsman style is characterized by one-story masses, although many California examples include second stories, and feature low-pitched, gable roofs (occasionally hipped) with wide, unenclosed eaves overhangs. Many times the roof extends to cover a full-width or partial-width front porch. Roof rafters are usually exposed, and decorative beams or braces are commonly added under gable roof ends.

The front porches are supported by heavy wood columns resting on tapered square masonry pilasters which frequently extend to the ground without a break at the level of the porch floor. The materials used in the Craftsman style were common to the region so that there was a strong integration of the structure to the landscape.

Craftsman Design Characteristics

Craftsman architecture was widely employed throughout the country during the early 20th century. This unique style promoted hand crafted quality to create natural, warm and livable homes. Symbolic characteristics of this architectural style are particularly emphasized by:

- Full- or partial-width porches with horizontal railings pickets
- Low- to moderate-pitch gable roofs with broad or deep overhangs with exposed rafter tails at the eaves and trellises over the porches
- Knee braces
- Detailed porch columns
- Grouping of windows in pairs or groups of three
- Shed or gable dormers
- Use of stone, brick, stucco, shingles, and horizontal siding
- Horizontal rather than vertical lines

Further details of these design concepts are included as follows:

Roofs:

Roofing material shall consist of flat or rustic concrete tile or architectural grade asphalt shingle. All roofing materials shall be fire retardant. Wood roofs are prohibited in Lytle Creek Ranch.

Overhangs:

Wide overhangs of 24 inches to 30 inches with unenclosed eaves.

Siding Materials:

Siding materials often consists of medium sand finish stucco, which may be used in combination with a manufactured stone wainscot base. Horizontal and vertical lap siding can be used as an accent feature. Stone, brick, or masonry, either real or manufactured, may be used as accent features and on post bases, piers, and fireplaces.

Chimneys:

Chimneys, if provided, should reflect building materials consisting of stone, brick, or stucco. Chimneys may incorporate a stucco, concrete, or metal cap.

Porches:

Porches will generally encompass no less than one half the length of the façade (exclusive of the garage). The porch base will generally be constructed with masonry. Lattice treatments generally are not appropriate. Porches should be designed as integral element of the building. Porch railings should compliment the building's architectural style. Instead of railings, porch masonry bases may continue as columns or as low walls.

Porch posts, columns, and piers will typically consist of double columns over brick, grounded stone column, tapered wood over stone pillars, double wood columns with trim, square columns on masonry, or tapered columns on masonry. Where railing exists, they shall reflect metal pickets, straight wood pickets, or a combination of wood and metal fascia pickets.

Balconies:

This style typically does not include balconies.

Windows:

Windows are grouped in twos or threes. Windows shapes shall consist of vertical and horizontal rectilinear or square windows with unique light divisions. Double-hung windows with divided lights are allowed in upper sash only. Small accent windows and angled bays shall be limited.

Window trim will consist of wood or simulated wood materials. Window trim shall be either wide (5 to 6 inches) with head trim extended past jamb trim or head trim with cap molding, or tapered side trip with head trim flared at ends. The use of mirrored or highly reflective glass is generally not permitted; provided, however, that energy efficient windows are encouraged.

Typical window sills will consist of projected wood or concrete, projected brick, or recessed and projected stucco or other similar materials.

Doors:

Doors may include some unique pattern of glass. Configurations may include a unique glass division, rectangular glass over rail, single divided light window, small square window over rail, or vertical glass over rail.

Garage Doors:

Typical garage doors may feature a glass over horizontal panel, glass over vertical panel, or vertical plank.

Entry:

Entries will be covered (i.e., a porch or overhang).

Color Palette:

Acceptable colors include, but are not limited to, stone, cream, browns, tans, beiges, yellows, yellow, grey-greens, yellow-greens, azure blue, light blue, and pure blue, with white and light colored trim.

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Figure 4-7

Examples of Craftsman Architecture

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Figure 4-8

Examples of Craftsman Architecture

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Horizontal emphasis of building forms



Front porch



Decorative beams and braces below gables



Gabled roofs



Exposed rafter tails



Tapered columns



Walls of brick, siding, stucco, or stone



Multi-paned upper sash and single-paned below



Broad windows

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D. MONTEREY

Historical Precedent

The Monterey style developed in the town of Monterey on California's central coast in the mid-19th century. The style developed from a combination of New England Colonial architecture brought by American settlers with the adobe architecture of the Mission period in California.

The major features of Monterey-style architecture are simple, two-story masses, similar to Colonial designs; a projecting balcony on the second floor extending along all or most of the façade; stucco or plaster exteriors (a result of adobe influences); and wood shake or clay tile roofs.

Design Characteristics

Monterey architecture is defined by several key features. These characteristics include:

- Simple, two-story masses
- Cantilevered balconies (sometimes serving as a porch) on the second floor, extending along all or most of the façade
- Stucco or plaster exteriors, occasionally with wood siding on the second story
- Wood shake or clay tile roofs
- Wood shutters are common, generally the same width as the adjacent multi-paned windows. Paired windows and false shutters are also common.
- Simple wood doors
- Colonial details such as pedimented doors and windows

Further details of these design concepts include:

Roofs:

Roofs forms are primarily front-to-back gables; intersecting cross-gables are permitted. Roof materials shall be flat concrete tiles or concrete shakes with a simulated wood appearance. Real wooden shakes are not permitted in Lytle Creek Ranch because of fire concerns.

Overhangs:

Overhangs shall extend a minimum of 12 inches.

Siding Materials:

Front elevations shall consist of stucco, brick, or cementuous siding.

Windows:

At least one principal window shall be included along the front elevation, featuring shutters, and/or traditionally-detailed trim. Generally, windows shall be vertically-oriented, with the height greater than the width.

Entry:

If the entry is not covered, the front door shall be recessed a minimum of 12 inches.

Color Palette:

Light stucco body colors and white-washed brick shall be used with dark contrasting colors or white for trim and accent elements.

Porches:

A porch or veranda shall be incorporated below a cantilevered balcony.

Balconies:

Cantilevered balconies extending along a portion of the façade shall be incorporated along the front elevation.



Figure 4-10

Examples of Monterey Architecture

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Figure 4-11

Examples of Monterey Architecture

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Cantilevered balconies along front facade



Simple, two-story masses



Stucco or plaster exterior, sometimes with wood siding on the second story



Simple wooden doors



Pedimented doors



False shutters

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E. SPANISH ECLECTIC

Historical Precedent

Because of the rich Spanish heritage of the early California settlers, along with the mild Mediterranean climate of the area, the Spanish Eclectic style of architecture was the preferred style of housing in Southern California during the early 1900's. The Spanish Eclectic style, also known as Spanish Colonial, is timeless and well suited to the Southern California lifestyle, and as a result has enjoyed several periods of renewed popularity throughout the years. The charm of this style lies in the directness, adaptability, and contrast of materials and textures.

The Spanish Eclectic style uses decorative details borrowed from the entire history of Spanish architecture. It is characterized by one-story and two-story building masses, which are often asymmetrical in form. Round or square towers are typical building accent forms, as are arcaded walkways leading to the front entrance or along a courtyard. Courtyards are typically simple with hanging pots, a flowering garden and sprawling shade trees. The roofs are typically low pitched with little eave overhang, and are covered with red "S" or barrel tile. Roof types commonly found in this style include side or cross-gabled, hipped, flat with parapet walls, or a combination of these. Use of stucco for walls, heavily textured wooden doors and highlighted ornamental ironwork are other architectural distinctions of this particular style.

Special features are used to further articulate and identify the Spanish Eclectic style of architecture. One or more prominent arches is/are commonly placed above a door or principal window, or beneath a porch roof. The entries are usually emphasized through the use of pilasters, columns, or patterned tiles, with the doors made of heavy wood panels. Many times there is one large focal window along the front facade, sometimes designed as a triple-arched shape. Decorative window grilles of wood or wrought iron are common, as are similar balustrades on porches and balconies.

Spanish Eclectic Design Characteristics

Spanish eclectic architectural offers many simple but distinct design features. The architecture is best understood by its design characteristics' significance on massing, scale, proportion, and building materials. These design characteristics are identified as:

- Exterior arches
- Round or square exterior columns
- Wrought iron accent gates
- Balcony railings
- Accent drain tiles
- Entry courtyard walls and gates
- Wooden front door
- Red barrel tile roofs

Further details of these design concepts are included as follows:

Roofs:

Roofing material shall consist of barrel tile or concrete 'S' tile in deep terracotta.

Overhangs:

Overhangs shall have tight rakes and 12" eaves with exposed rafter tails as an accent.

Siding materials:

Stucco or plaster. Wood should be limited to doors, shutters, and trim around windows and doors.

Windows:

Shutters may be used on front and side building elevations as accents. Windows will be trimmed out with fire-rated wood or stucco trim at the top and bottom of the window. On home product types, one or two accent windows may be recessed on the front elevation to create depth. The style of windows shall be compatible with the architectural style of the building. The use of many different styles of windows on one building plane shall be avoided. The size and proportion of panes shall correspond to the overall proportioning of the elevation. Although the use of mirrored or highly reflective glass is not permitted, energy efficient windows are encouraged.

Entry:

The entry shall be covered and be part of the porch and courtyard layout. The entry should be articulated as a focal point of the building's front elevation through appropriate usage of room elements, columns, porticos, recesses or projections, windows or other architectural features. Doors will be recessed and have stucco or wood trim surround along with articulated sidelights.

Color Palettes:

Wood/stucco trim may utilize a darker contrasting color, if desired. Typically, the stucco fascia will be similar in color to the main building. Where used, shutters will have more of a contrasting range with olives, aqua, blue, ochre, red, and other colorful accent colors.

Chimneys:

If provided, chimney will typically be constructed of sculptured stucco with an articulated cap detail. Exposed metal flues are not permitted.

Porches:

If provided, porches should be designed as an integral part of the front elevation to provide visual interest and should function as an extension of interior spaces. Porches may be accented by detailed columns, walls, and gates. Porches should be designed so as to not resemble a poorly conceived add-on element. Porch railings should compliment the building's architectural style.

Balconies:

Balconies shall be an integral part of both the front and rear elevations with the traditional cantilevered massing on the front elevation. Balconies may be either functional or designed as decorative elements rather than usable balconies depending on the design intent of the architect. Balconies will project out over building planes to break up the front mass and be articulated with wood or wrought iron details.

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Figure 4-13

Examples of Spanish Eclectic Architecture

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Figure 4-14

Examples of Spanish Eclectic Architecture

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Red barrel tile roof



Rounded arches



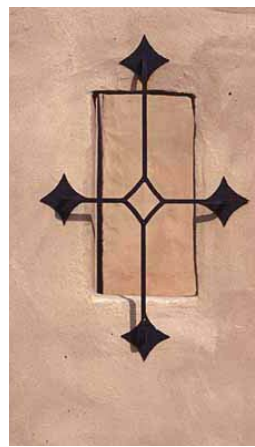
Deep-recessed entries and windows



Entry courtyards



Wrought iron railings



Decorative wrought iron elements



Gates with wrought iron elements

Figure 4-15

Typical Spanish Eclectic Architectural Details

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F. TUSCAN

Historical Precedent

This style of architecture gradually developed with large homes in the countryside of Tuscany. It is known for its simplicity of design, with extensive use of materials such as stone, marble, and terracotta tiles. It is particularly suited to California's climate, with elements such as deep-set windows and outdoor spaces, and its popularity has grown in recent decades.

Design Characteristics

Tuscan architecture can be defined by the following features:

- Informal arrangement of building forms
- Mostly hipped roofs with occasional gable or cross-gable
- Predominantly barrel-tile roofs
- Rustic character through extensive stonework
- Rich earthy color tones
- Windows typically tall and narrow

Further details of these design concepts include:

Roofs:

Clay, concrete tile, or "S" tiles. Primarily hipped with secondary cross-gables or hips.

Overhangs:

Overhangs may vary in size and depth. Typical overhangs may extend from 12 to 24 inches.

Siding Materials:

Fieldstone or manufactured stone is typically used as an accent element on the front elevation with most of the façade being stucco.

Windows:

Windows shall include standard shutters or bermuda shutters.

At least one principal window treated in one of the following ways is required:

- Minimum 12" recess or surround
- Minimum 12" pot shelf with roof element and corbel
- Overhead trellis element projecting a minimum of 12"
- Decorative wrought iron window grille projecting forward of the wall plane.
- Full grid window mullion patterns

Entry:

If the front door is not covered, the front door shall have a minimum recess or surround of 12"

Color Palette:

Variety of rich “earthy” body colors with lighter or darker contrasting colors for trim and accent elements.



Figure 4-16

Examples of Tuscan Architecture

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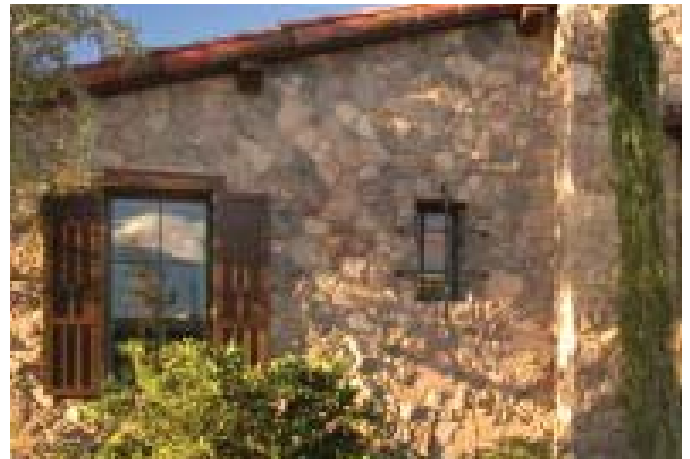


Figure 4-17
Examples of Tuscan Architecture

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Emphasized entries



Use of fieldstone



Window shutters



Informal arrangement of building forms



Tall, narrow windows



Decorative details



Window treatments



Wrought iron balconies

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G. ITALIANATE

Historical Precedent

This elegant, old-world style was meant to evoke the country villas of Tuscany and Umbria. The style remained popular through the second half of the 19th century. Italianate villas spread quickly from the Northeast throughout the Midwest to the West Coast. Homes are usually two or three stories in height.

Design Characteristics

Italianate architecture can be defined by the following features:

- Square and symmetric massing
- Almost flat, hipped roofs with deep overhanging eaves
- Incorporates corbels under the eaves
- Predominantly barrel-tile roofs
- Often incorporates a “belvedere,” or small tower, centered on the roof
- Incorporates wood, stone, or stucco
- Earth tone colors, beiges and tans with darker red and brown roofs
- Windows typically tall and narrow

Further details of these design concepts include:

Massing:

Houses are often simple, cubic building shapes.

Roofs:

Clay, concrete tile, or “S” tiles. Almost flat, hipped roofs with deep overhanging eaves.

Overhangs:

Overhangs may vary in size and depth. Typical overhangs may extend from 18 to 30 inches.

Siding Materials:

Stucco is used as primary material.

Windows:

Windows are usually formally and regularly spaced. Windows on first floor are tall and thin.

Doors:

Doors are often made of glass or wood. Sometimes the front entry will have double doors.

Balconies:

Where provided, balconies are usually constructed with wrought-iron railings or Renaissance balustrading.

Entry:

If the front door is not covered, the front door shall have a minimum recess or surround of 12”.

Color Palette:

Variety of rich “earthy” body colors with lighter or darker contrasting colors for trim and accent elements.



Figure 4-19

Examples of Italianate Architecture

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Figure 4-20

Examples of Italianate Architecture

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Simple, cubic shapes



Wrought iron balconies



Earth tone body colors and lighter or darker contrasting colors for trim and accent elements



Deep overhanging eaves



Stucco exteriors

Figure 4-21
Typical Italianate Architectural Details

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4.2.2 APARTMENT HOMES

Lytle Creek Ranch will construct up to 1,325 apartment homes in the High Density Residential land use category on a total of approximately 45.4 acres. Each home will consist of one, two or three bedrooms and a garage. In addition, each home will be provided with energy saving appliances and private open space in the form of a patio, deck, or balcony. The photographs on the following pages depict the typical quality of construction anticipated for the apartments.



LYTLE CREEK RANCH
SPECIFIC PLAN



4.2.3 VILLAGE CENTER COMMERCIAL ARCHITECTURAL GUIDELINES

Purpose

Commercial/retail and office developments present certain architectural opportunities and limitations due to building massing, parking requirements, pedestrian and service access, and lighting. The design objective is to create an attractive Village Center Commercial environment, compatible in scale and aesthetics to the entire development. Some of the architectural styles selected for Lytle Creek Ranch will apply better to Village Center Commercial development than others. For example, Tuscan, Italianate, and Spanish Eclectic would be excellent architectural style choices for Village Center Commercial development in Lytle Creek Ranch. Styles like American Farmhouse, Monterey, Craftsman, and California Bungalow tend to work better on smaller structures with a more residential scale. The final determination as to which architectural style(s) to use for the Village Center Commercial areas will be determined by the master developer and/or builder(s).

Lists of general architectural guidelines for Village Center Commercial development within Lytle Creek Ranch are as follows:

Siting and Orientation

- A. Buildings should be designed using simple forms organized around a single element or group of elements. The objective is for these areas to be positively differentiated as quality Village Center Commercial environments.
- B. All design shall incorporate the combination of compatible architecture and landscape forms to ensure that this development achieves an image that is distinctive, clearly understandable, and unified.
- C. The architecture should incorporate elements of historic styles, while recognizing the needs of modern retail, commercial and office development.
- D. All designs shall appear as an integrated part of an overall site design concept. Details should be integrated into the building and not simply applied as an afterthought.
- E. To unify the site, common site design elements such as lighting and signage, enriched paving, and landscape treatments shall be required.
- F. Architectural design shall incorporate variations in front building elevations to avoid monotony and add distinctiveness to the building.
- G. Large complexes of buildings may be arranged to create and enclose a variety of outdoor spaces: plazas, squares, eating areas, usable open space, etc.

- H. To create visual interest, smaller buildings may vary in orientation from the larger buildings on-site and may be clustered to create areas of similar activities.
- I. Where feasible, guest and visitor parking should be located in proximity to main entrances. Employee parking and loading zones should be located further from the front of the building or on the side or rear of the buildings, and should be attractively screened from public streets with landscaping or other site design elements. Street parking shall be permitted.
- J. Vehicular and pedestrian circulation routes should be well separated and defined by landscape and site design elements.

Form, Scale, and Massing

- A. Buildings visible from the public right-of-way should be designed with articulated elevations (e.g., elevations with doors, windows, porches, balconies, dormers, trim and mouldings, roofline variations, or other architectural features), and with clearly defined entries.
- B. Scale and massing should be given careful consideration. Long, uninterrupted expanses of walls are discouraged.
- C. Interconnection and lapping of building forms and heights to break up long expanses of blank walls help relieve monotony and are desirable.
- D. On smaller “pad” buildings, all building sides should be treated architecturally.
- E. Buildings should provide architectural and decorative enhancements at main building entrances.

Architectural Features and Details

- A. Fixtures and finishes should be selected for their contribution to the overall theme of the development.
- B. Medium or high performance glass is preferred for use on Village Center Commercial buildings.
- C. At key locations on certain Village Center Commercial buildings, architectural elements such as towers, domes, cupolas, arcades, trellis structures, and other design elements may be incorporated to enhance the building architecture and create a “sense of place.”

Roof Forms and Materials

Roof forms and materials should reflect the selected architectural theme(s). Roofs should be designed to minimize the appearance of “tacked on” features. Flat roofs are permitted in all Village Center Commercial planning areas.

Details, Materials, and Colors

- A. Materials shall be durable, relatively maintenance free, and sympathetic in scale and aesthetics to the overall theme of the Village Center Commercial development.
- B. Building colors and materials should relate to the selected architectural theme(s).
- C. Limited use of brick or stone (real or manufactured) is permitted at key locations on buildings such as at building entrances or on arcades or tower elements.
- D. In general, building finishes should be non reflective.
- E. Street and plaza furniture within the Village Center Commercial development shall be designed to coordinate in design, style, and color with the principal architectural themes and/or architectural details of the primary structure(s) and building(s) in the development.

Walls and Fences

Decorative walls and/or walls screening yards, parking lot or enclosures shall be designed to integrate with the architecture of the building, as well as the landscape design.

Accessory Structures and Services

Any accessory buildings and/or enclosures, whether attached to the main building or not, shall be of similar design and materials.

Lighting

- A. Use of low, shielded walkway lighting.
- B. Incorporate energy-saving light fixtures, where feasible.
- C. Screen site lighting from direct view by adjacent residential uses.

Mechanical Equipment

- A. Use parapets or other architectural elements to screen rooftop equipment from ground level views.
- B. Disperse rooftop mechanical equipment on larger buildings and paint equipment to match rooftop. Roof-mounted mechanical equipment shall not be visible from ground level views.
- C. When screening mechanical equipment use screening materials similar or complementary to the external materials used in the building architecture.

4.3 LANDSCAPE DESIGN GUIDELINES

This section of the Specific Plan identifies the landscape design guidelines for Lytle Creek Ranch. All required landscape plans must be prepared by a licensed landscape architect.

4.3.1 MASTER LANDSCAPE PLAN DESCRIPTION

Figures 4-22 through 4-26 depict the Conceptual Master Landscape Plan for Lytle Creek Ranch. The Conceptual Landscape Plan depicts the location of “Welcome to Rialto” signage, community entries, and streetscape treatments. Special streetscape treatments for the primary streets within Lytle Creek Ranch are contained in this Specific Plan for the following streets:

- Riverside Avenue
- Country Club Drive (off-site)
- Country Club Drive (on-site)
- Entry Streets (Neighborhood II)
- Entry Streets (Neighborhood III)
- Collector Street (Neighborhood III)

Figure 4-22
Conceptual Master Landscape Plan – Neighborhoods I and IV

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Figure 4-23
Conceptual Master Landscape Plan – Neighborhood II-a

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Figure 4-24
Conceptual Master Landscape Plan – Neighborhood II-b

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Figure 4-25
Conceptual Master Landscape Plan – Neighborhood III-a

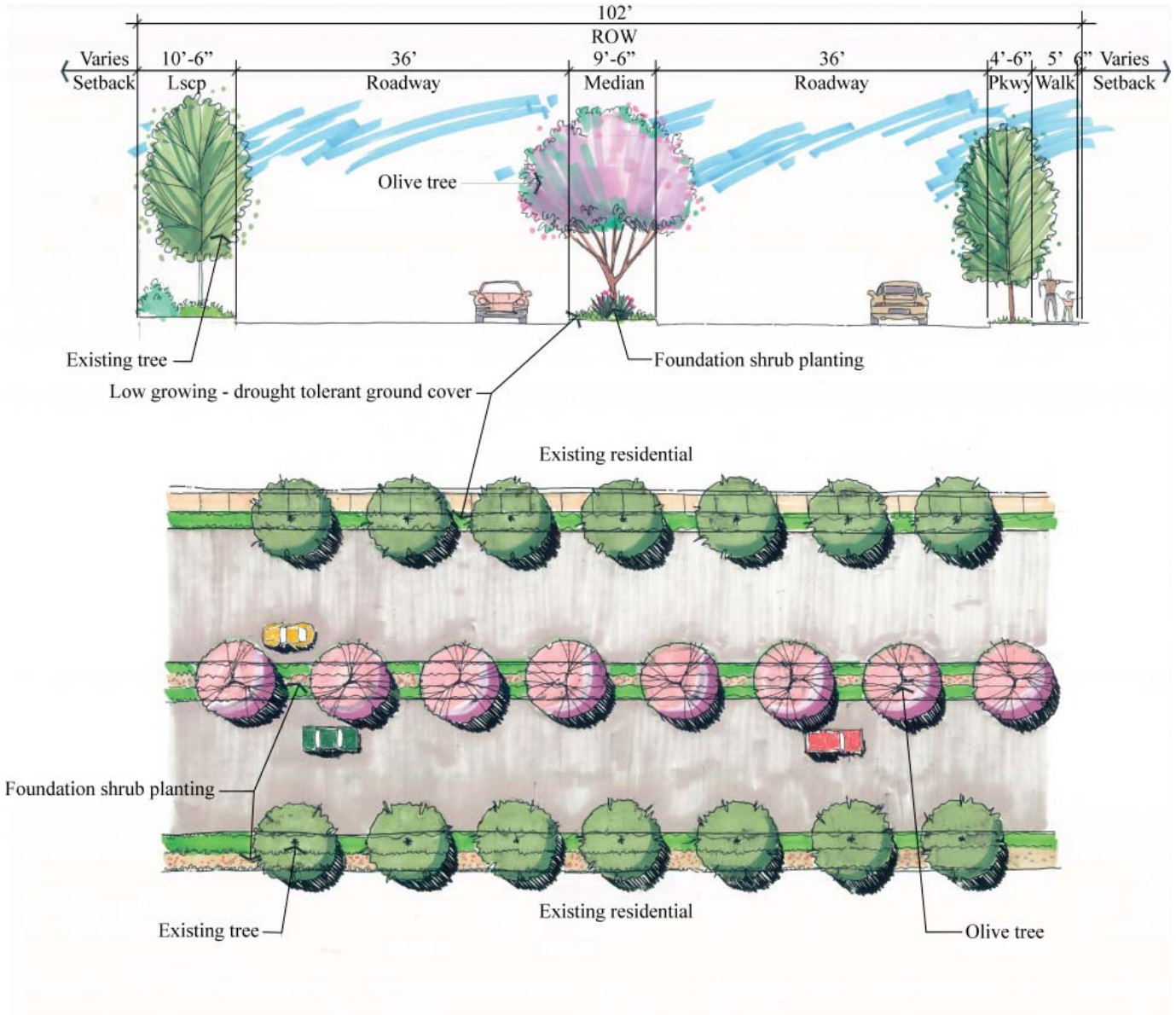
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Figure 4-26
Conceptual Master Landscape Plan – Neighborhood III-b

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Figure 4-27
Conceptual Riverside Avenue

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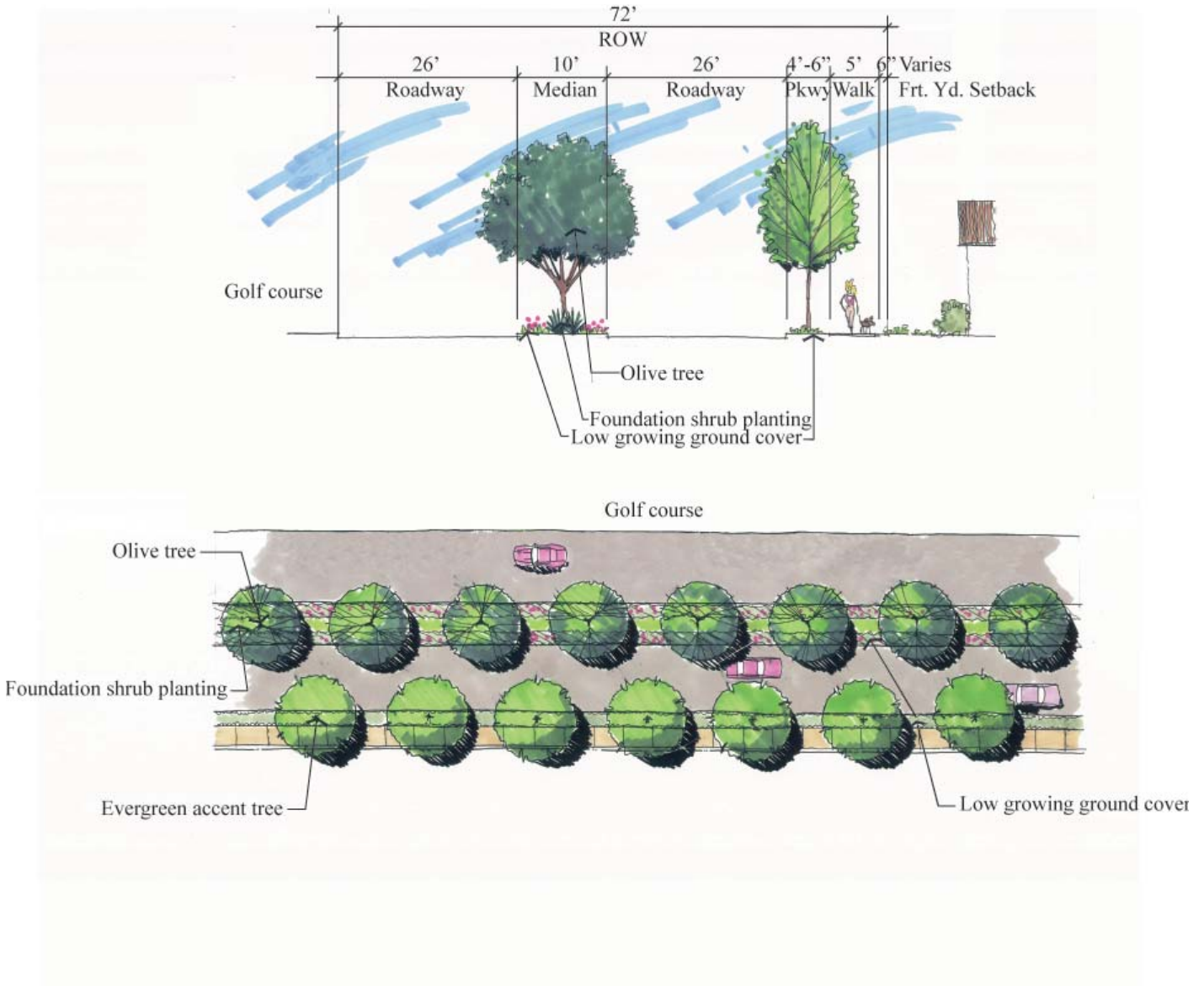


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Figure 4-28
Conceptual Country Club Drive
(Off-site)

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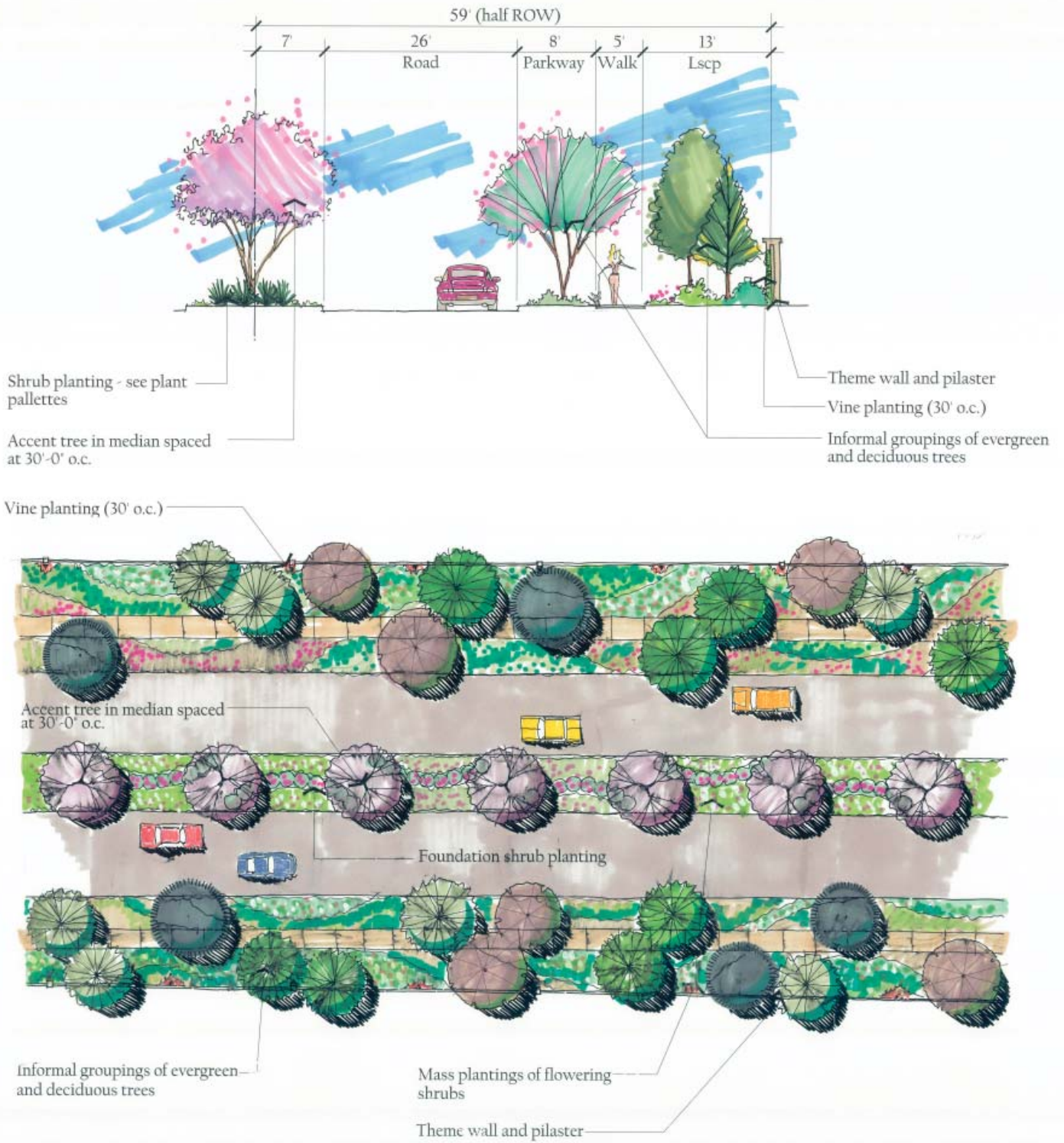


Figure 4-29
Conceptual Country Club Drive
(On-site, adjacent to residential uses)

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Figure 4-30
Conceptual Entry Street – Neighborhood II

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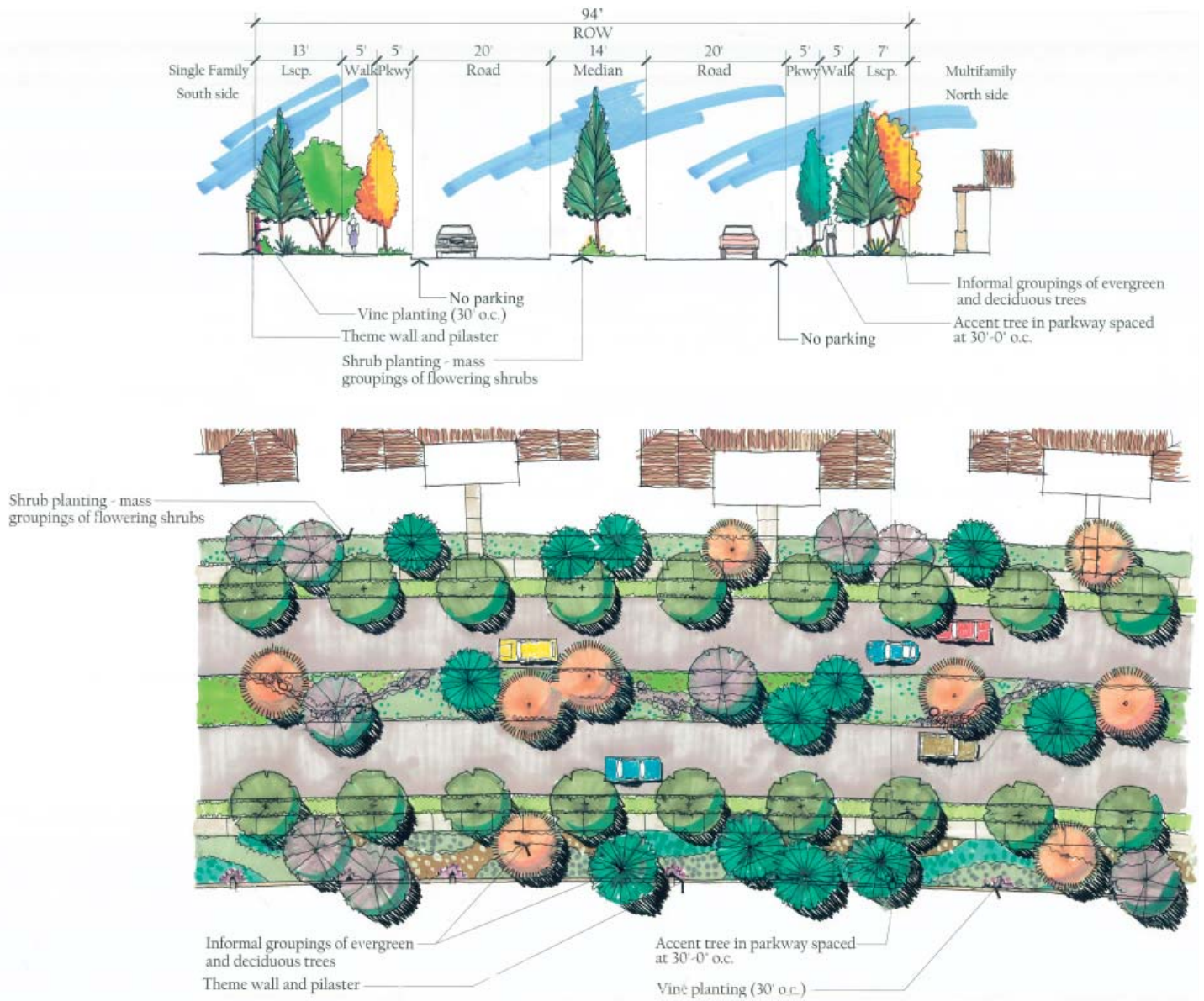


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Figure 4-31
Conceptual Entry Street - Neighborhood III

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Figure 4-32
Conceptual Collector Road - Neighborhood III

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4.3.2 ENTRY MONUMENTATION

City of Rialto entry monuments and features, community entries, neighborhood entries, and Village Center Commercial entries will consist of a thematic blend of construction features, landscaping, signage, and specialty lighting, which will serve as area landmarks, while reinforcing the distinctiveness of Lytle Creek Ranch. City of Rialto entry monuments will be owned and maintained by the City. All project entry monumentation will be privately maintained and located outside of all City maintained areas and the public rights-of-way.

A hierarchy of community theme entries are planned and will consist of the following:

- Major Community Entries
- Residential Planning Area Entries
- Village Center Commercial Entries

Because the design of the neighborhood entries and the Village Center Commercial entries will vary for each planning area, only the designs for the community entries are identified in this Specific Plan.

Northern City Gateway Feature (City of Rialto “Bridge” Structure)

Lytle Creek Ranch proposes a gateway element within the street right-of-way near the intersection of Sierra Avenue and Riverside Avenue. This entry feature will contain a simplified, modern interpretation of the Rialto Bridge, an existing historic bridge located in the city of Venice, Italy, and which appears on the City of Rialto’s seal. A conceptual illustration of the bridge-like structure is depicted in Figure 4-33. This structure will be designed to allow pedestrians to actually walk over the bridge. This “bridge-like” structure is not intended to be an exact replica of the Rialto Bridge, but should be designed to incorporate massing and styling similar to the existing bridge in Venice, Italy. This structure will function as the City’s northern gateway feature and will incorporate the words “Rialto” or “City of Rialto.” In addition, the City’s seal may be installed on the bridge. The final design of this gateway feature shall be determined by the Lytle Creek Ranch project master developer. In no event, shall this gateway feature exceed a height of fifteen (15) feet.

City of Rialto Monument Signs (See Figure 4-34)

A Rialto monument sign shall be installed in Neighborhood I near to the I-15 Freeway/Glen Helen Parkway interchange. This sign will include the wording, “Welcome to the City of Rialto,” as well as a version of the City of Rialto’s seal. The base of the wall either consist of real stone or manufactured stone or cobbles, and the remainder of the sign will be constructed of precast concrete. Cast lettering will be pinned to the sign. The sign will be accented by shrubs and groundcover plantings.

Community Entries (See Figure 4-35)

Community entries are planned at several locations within Lytle Creek Ranch including at Riverside Avenue/Redwood Avenue, Riverside Avenue/N. Live Oak Avenue, Riverside Avenue/N. Alder

Avenue, Riverside Avenue/N. Locust Avenue, and Riverside Avenue/Linden Avenue intersections. Each entry will contain a raised median containing landscaping and a large specimen tree. On either side of the entry there will be low stone retaining walls, wooden “ranch” fencing, perimeter theme wall fencing, and clusters of trees. There will also be limited turf areas. Each entry will contain enhanced paving on the entry street to help create a sense of arrival. Community signage containing the community name and logo will be provided at each entry.

Gated Entries (Neighborhood II) (See Figure 4-36)

At the discretion of the master developer, Neighborhood II may have gated entries. Gates may be card-operated or controlled by a guard. Each entry will contain a raised median containing landscaping and a guardhouse. On either side of the entry there will be stone walls and clusters of trees. A monument pilaster will be placed in the median adjacent to the gates, marking a formal entry into the project. The roadway will be expanded at each entry to permit vehicle u-turns, and enhanced paving will be utilized on the entry street to help create a sense of arrival. Community signage containing the community name and logo will be provided at each entry. Unrestricted pedestrian access will be available along the adjacent sidewalk.

Residential Planning Area Entries

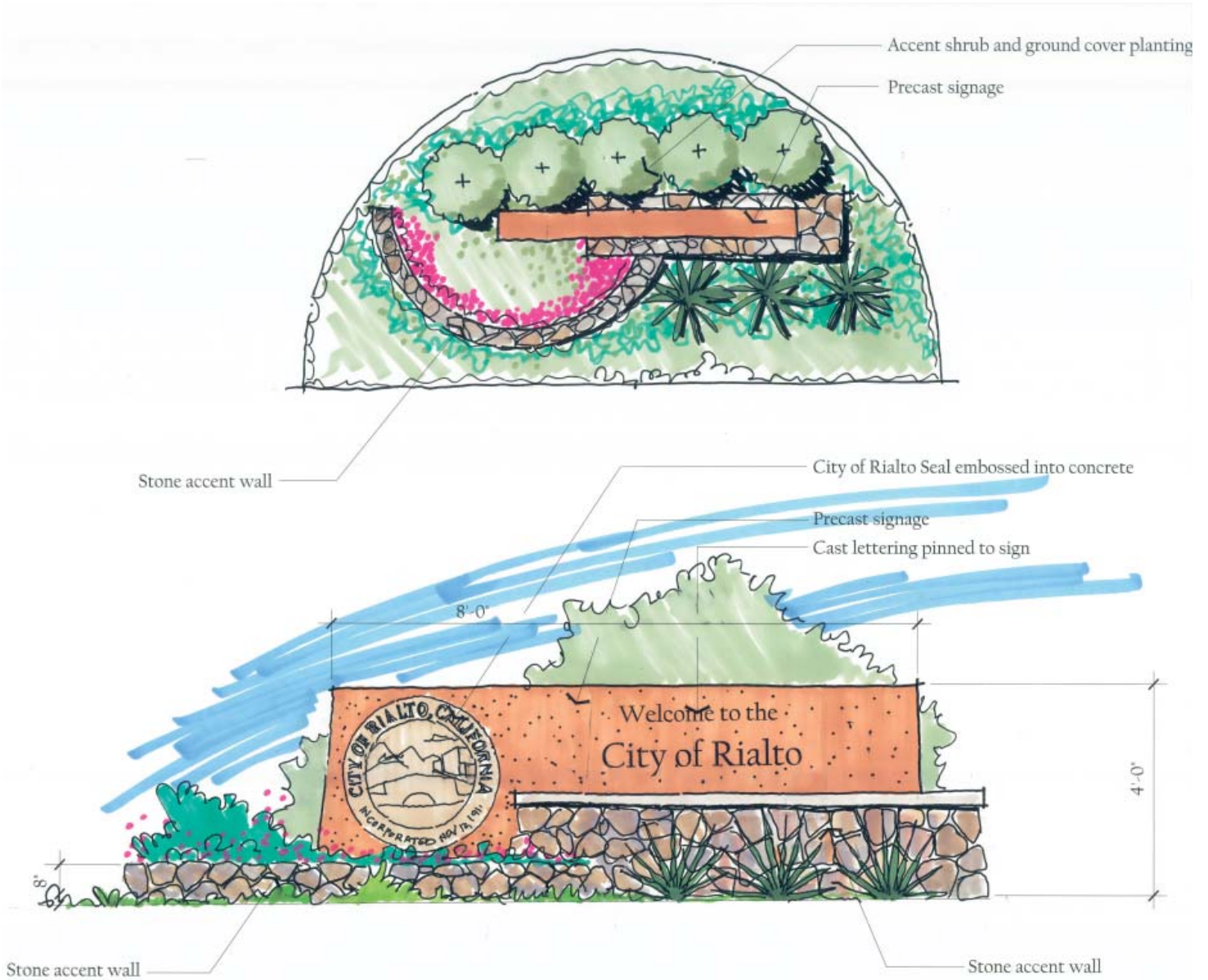
At the discretion of the project master developer, each residential planning area may contain signage. Where provided, this signage will identify the name of the development within the planning area. The intent of this Specific Plan is to allow flexibility in the design of these residential planning area entries in order to create interest and promote diversity. Signs shall conform to the City of Rialto signage standards, which are contained in Section 18.102 of the City’s Zoning Code.

Village Center Commercial Entries

Lytle Creek Ranch Village Center Commercial entry monuments occur at key entrances into the Village Center Commercial planning areas. These entries will reinforce the overall landscape concept of Lytle Creek Ranch. Each Village Center Commercial entry monument will be designed by the master developer and/or builder(s) and submitted to the City for Design Review.

Roundabouts (See Figure 4-37)

Two landscaped roundabouts are included in Neighborhood II, and three are planned in Neighborhood III. These roundabouts will serve as important iconic elements that will help to create a unique identity for the project circulation system. River rock and enhanced concrete paving will be utilized. To keep maintenance requirements to a minimum, each roundabout will contain trees and plant materials, while minimizing the use of turf and other high-maintenance plantings. A low stone veneer planter wall and large specimen tree will be placed in the center of the roundabout. To help prevent distractions to vehicular traffic circulating through the roundabouts, no potentially distracting features such as fountains, sculptures, community signage, or other similar elements will be permitted within the central island in each of the roundabouts. Traffic-related signage shall be permitted as needed anywhere within the roundabouts.

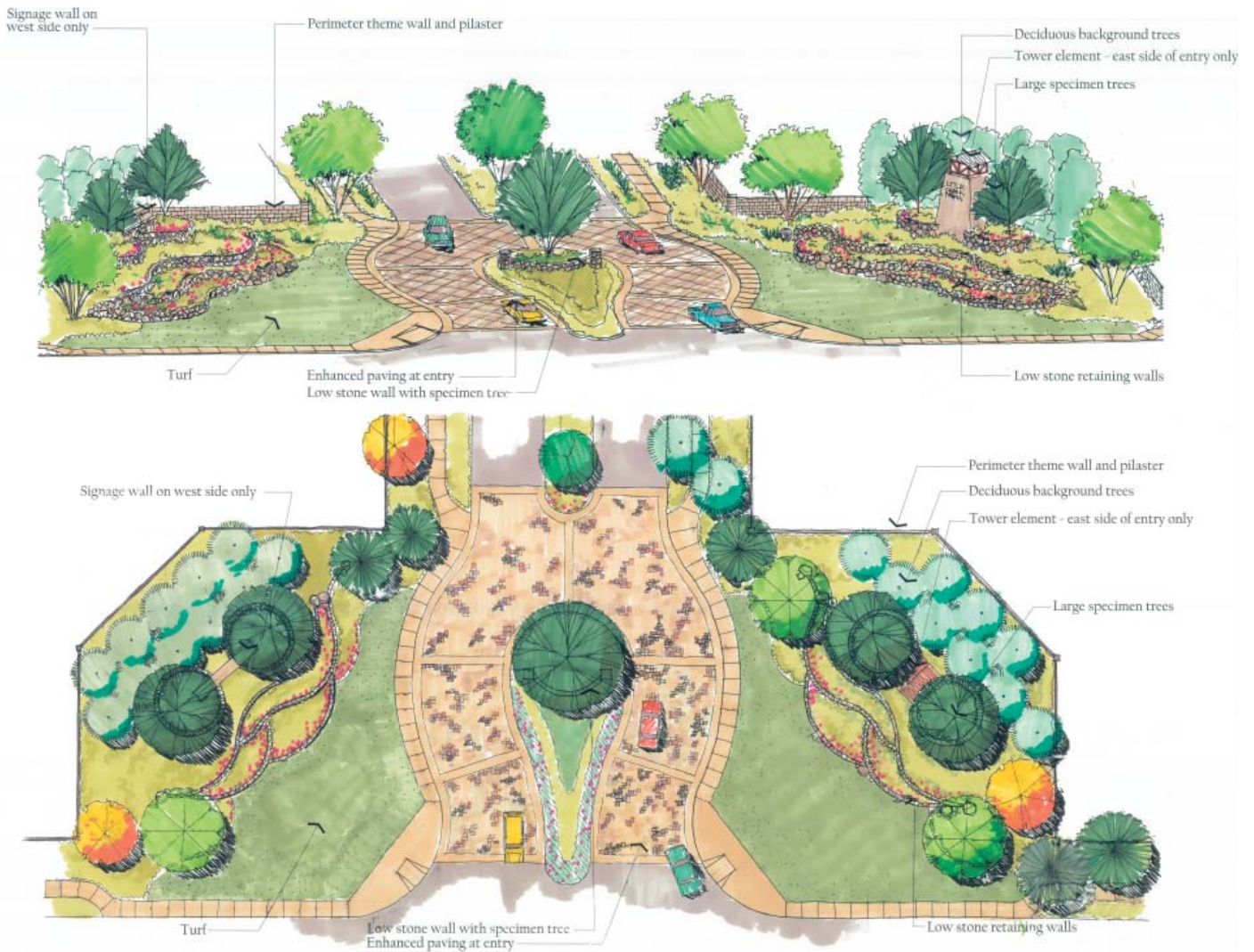


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Figure 4-33
Conceptual City of Rialto Monument Signs

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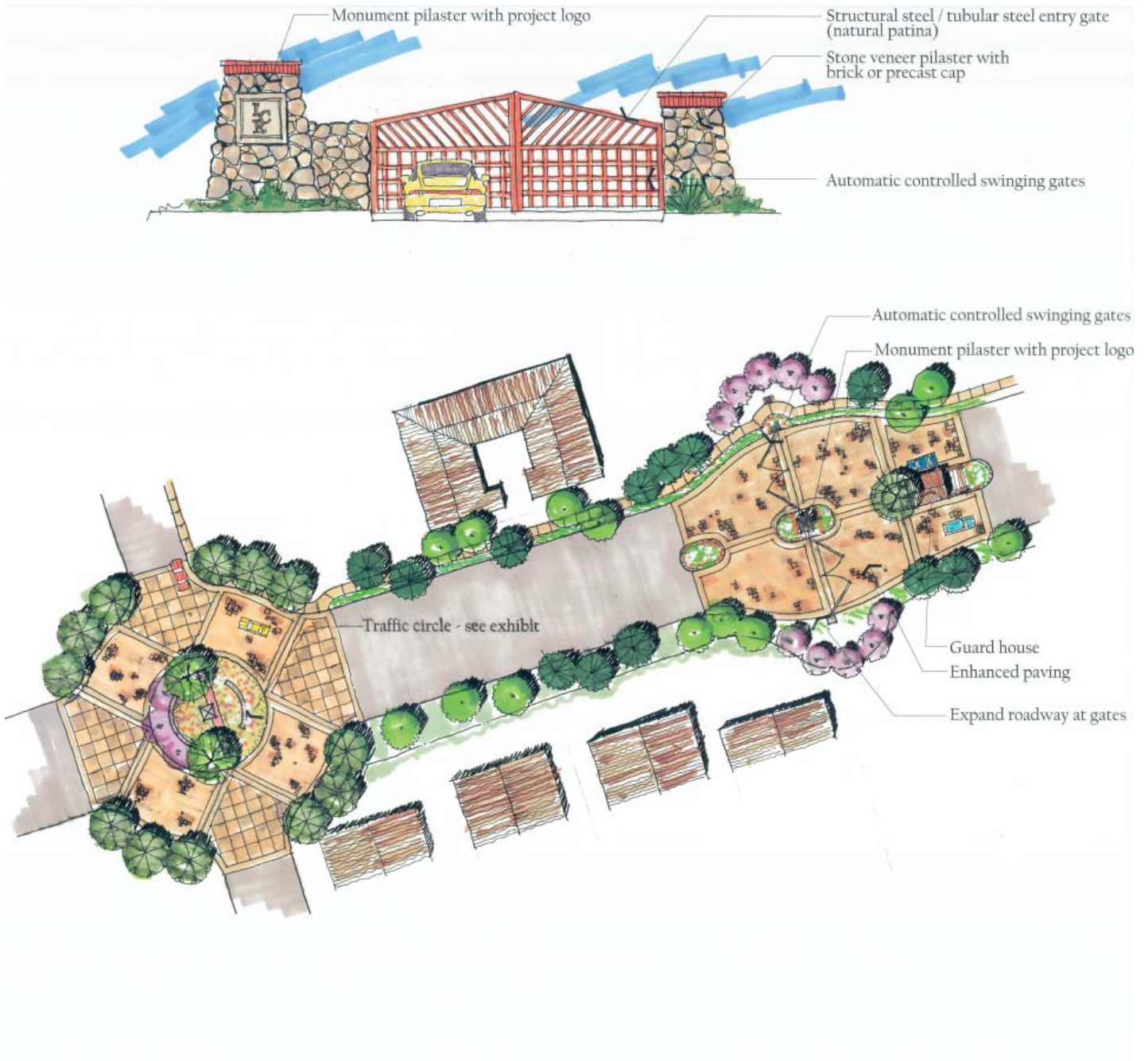


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Figure 4-34
Conceptual Community Entries

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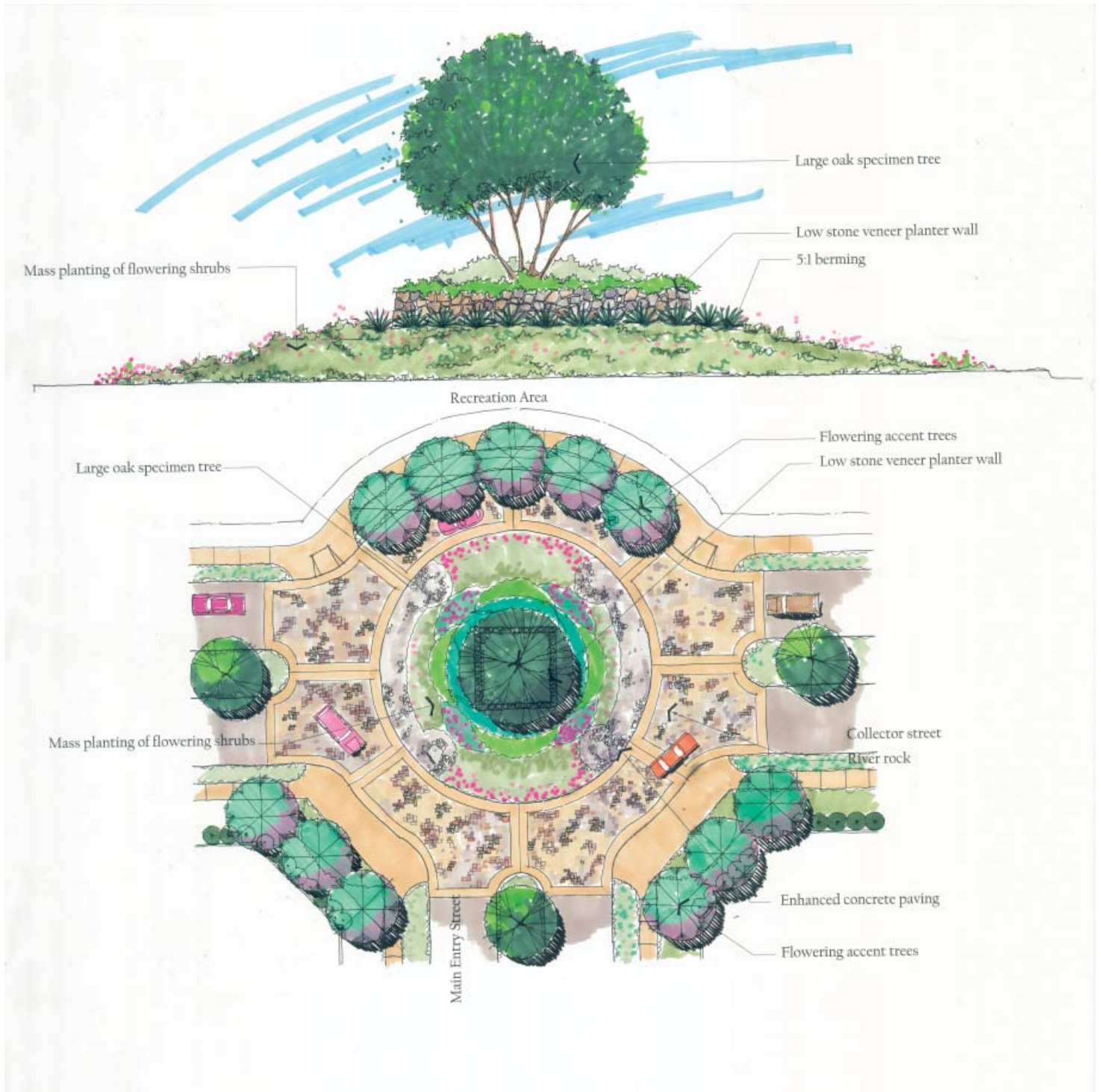


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Figure 4-35
Conceptual Gated Entries at Neighborhood II

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Figure 4-36
Conceptual Roundabouts
(Neighborhoods II and III)

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4.3.3 PLANT MATERIALS GUIDELINES

In general, landscaping within Lytle Creek Ranch will be designed to reflect the area's historic agrarian theme, as well as the native vegetation and habitat of Lytle Creek. This Specific Plan restricts landscape plantings to non-invasive plant species for common areas adjacent to open space in order to minimize potential indirect effects to vegetation within these open space areas. Where appropriate, landscaping will consist of drought-tolerant, native species.

It is the intent of these guidelines to provide flexibility and diversity in plant material selection, while maintaining a cohesive plant palette in order to give greater unity and thematic identity to the community. The plant material lists have been selected for their appropriateness to the project theme, climatic conditions, soil conditions and concern for maintenance. Wherever possible, overall plant material selection for given project areas, will have compatible drought resistant or water wise characteristics. Irrigation programming can then be designed to minimize water application for the entire landscape setting. Plants used are to be reviewed and approved by the City during the conceptual drawing phase prior to preparing construction drawings. Plant installation will be provided per City standards.

In creating planting plans for Lytle Creek Ranch, consideration should be given to selecting plant materials for their color, texture, form (shape), and size (fine, medium, coarse) characteristics. At least one of the inherent characteristics should remain constant in each planting area to avoid a haphazard appearance to the plants and promote a sense of unity. For example, if a planting area contains a mixture of colored plants of various sizes and shapes, the textures of the plant materials used in this area should all be consistent to ensure some consistency to the plantings.

4.3.4 DROUGHT-TOLERANT PLANT MATERIALS AND WATER CONSERVATION

The conservation and efficient use of water and the use of drought tolerant and native plant materials is important to the landscape design for Lytle Creek Ranch. The following landscape standards shall apply to new development within Lytle Creek North, where appropriate. The following landscape standards shall apply to all new development:

- A. All landscaped areas shall be provided with automatic irrigation and shall be maintained at all times.
- B. Irrigated turf areas shall not exceed 40 percent of the each planning area or development area's total (parks, playgrounds, recreation areas, schools, and private residential lots are excluded from this requirement); provided, however, that the Planning Commission may allow larger turf areas, where special water conservation measures are implemented.
- C. Irrigated turf areas shall not exceed 60 percent of each private residential lot or pad.

- D. Consider using water saving turf varieties or turf substitutes (e.g., ground cover), where appropriate.
- E. Turf shall not be used in narrow planters, on raised planters, and other relatively small planters.
- F. Turf planting on slopes exceeding 15 percent causes excessive irrigation runoff and shall not be allowed.
- G. Plants shall be selected appropriate according to their suitability to experience the hot, dry Inland Empire climate.
- H. Protection and preservation of native species in natural open space areas is encouraged.
- I. “Gray water” or recycled water should be used for irrigation purposes, as available and as feasible.
- J. Plant selection should incorporate use of “water wise” plant materials, where feasible.
- K. Most plants need to be irrigated to survive and look their best. Even “water wise” plant materials require regular water to become established. An appropriate irrigation system might include sprinklers, bubblers, a drip system and hose bibs, for example. The system must be designed for efficient conservative use of water.

4.3.5 PLANT PALETTE

Below is a list of approved plant materials for use within the Lytle Creek Ranch Specific Plan area. Additional plant materials not listed below may be allowed by the City’s Development Services Department on a case-by-case basis during review of the Precise Plan of Design. Final approval of plants in City-maintained Landscape Maintenance Districts (LMDs) shall be subject to approval by the Department of Public Works. Turf is permitted in all areas of Lytle Creek Ranch.

<u>Botanical name</u>	<u>Common name</u>
TREES	
<i>Liquidambar Styraciflua</i>	Sweet gum
<i>Schinus molle</i>	California pepper
<i>Alnus rhombifolia</i>	White alder
<i>Platanus racemosa</i>	California sycamore
<i>Lagerstroemia indica</i>	Crape myrtle
<i>Prunus cerasifera K. Vesuvius</i>	Purple leaf plum
<i>Platanus acerifolia</i>	London plane tree
<i>Rhus lancea</i>	African sumac
<i>Eriobotrya deflexa</i>	Bronze loquat

Botanical name

Common name

TREES (continued)

<i>Populus fremontii</i>	Western cottonwood
<i>Robinia idahoensis</i>	Idaho locust
<i>Koelreuteria paniculata</i>	Goldenrain tree
<i>Pinus halepensis</i>	Aleppo pine
<i>Pinus canariensis</i>	Canary Island pine
<i>Pinus eldarica</i>	Afghan pine
<i>Pinus radiata</i>	Monterey pine
<i>Pyrus calleryana 'aristocrat'</i>	Evergreen pear
<i>Quercus ilex</i>	Holly oak
<i>Quercus agrifolia</i>	Coast live oak
<i>Tristania conferta</i>	Brisbane box

SHRUBS

<i>Pittosporum tobira</i>	Tobira, Green, Variegated, Wheelers Dwf.
<i>Raphiolepis spp.</i>	India hawthorn
<i>Trachelospermum jasminoides</i>	Star jasmine
<i>Dietes bicolor</i>	African iris
<i>Hemerocallis hybrid</i>	Daylily, several colors
<i>Pyracantha Santa Cruz</i>	Firethorn low growing
<i>Nandina domestica</i>	Heavenly bamboo, low and regular
<i>Xylosma congestum</i>	Xylosma, regular and low growing
<i>Ligustrum texanum</i>	Texas privet
<i>Viburnum tinus</i>	Laurastinus
<i>Photinia fraseri</i>	Photinia
<i>Agapanthus africanus</i>	Lily of the Nile, white and blue
<i>Leucophyllum frutescens</i>	Texas sage, 'White cloud'
<i>Cistus purpureus</i>	Orchid rockrose
<i>Rosa spp.</i>	Roses as ground cover and low shrubs
<i>Rosemarinus prostratus</i>	Rosemary as ground cover
<i>Euonymus japonicus variagata</i>	Variegated euonymus
<i>Escallonia fradesi</i>	Escallonia
<i>Myoporum pacificum</i>	Myoporum to 2 ft high

GROUND COVERS

<i>Myoporum parvifolium</i>	Myoporum 3" to 6" high
<i>Hedera helix</i>	Hahn's ivy

VINES

<i>Rosa Banksii Alba</i>	White climbing rose
<i>Bignonia spp.</i>	Lavender, yellow, red vines

4.3.6 PLANTING SCHEDULE

The installation of plant materials during the coldest winter months (December through March) and the hottest summer/fall months (July through September) can be difficult and should be avoided to

the extent feasible. Container plant materials not acclimated to the area can easily suffer from damage or sun exposure resulting in partial or entire foliage loss, even though such materials are perfectly suited to the temperature ranges once established.

4.3.7 PLANTING GUIDELINES

Planting areas must be integrated into each development area and with the design of the buildings. Plant materials should be selected to enhance the appearance and enjoyment of the project and soften the effect of the buildings and paving. Landscaping should consist of a mix of trees, shrubs, ground cover, and turf.

30,000 Trees Planted

A total of 30,000 trees (minimum 15 gallon) will be being planted within the Lytle Creek Ranch Specific Plan area. These trees will be provided as follows:

- A. A minimum of two (2) tree saplings will be offered to each single family residence by the Master Developer.
- B. The remaining trees will be planted within parkways, parks and recreation areas, school sites and joint-use sites, the Grand Paseo, the golf course and clubhouse facility, Village Center Commercial areas, and multi-family (MFR and HDR) and single family residential areas (SFR-2 and SFR-3) within the Lytle Creek Ranch Specific Plan area.

Street Parkway

Parkways, defined as the space between the curb and the sidewalk, are a key element in the overall community street scene. Guidelines for landscaping in this area are:

- A. A minimum of 10 percent 36" box trees are to be planted at designated community entries into Neighborhoods II and III.
- B. Street trees on streets within the Lytle Creek Ranch project shall be 24" box minimum.
- C. Street trees may be either informally or formally spaced, but shall average no more than 30' spacing on center.

Common Area Landscaping

- A. Most trees are to be a minimum 24" box in size. Up to 20% of the trees may be 15 gallon trees.
- B. Turf is appropriate for larger areas of active recreation such as parks, greenbelts, joint-use parks/schools, and the Grand Paseo.

- C. Shrub areas are to be planted with 60 percent 5 gallon and 40 percent 1 gallon.
- D. All buildings are to have a continuous foundation shrub planting.

Alley Drive Plantings

- A. All shrub pockets are to be planted with at least one 15 gallon vertical shrub along with ground cover and smaller shrubs at the base.
- B. 15 gallon vines with trellises or vine supports on the sides and top of the garage are to be provided on at least 50 percent of garages.
- C. Trees may be provided where space allows (minimum 24" box size). Trees in alleys are optional at the discretion of the builder or master project developer and shall not be required as part of project approvals.

Private Drive Plantings

- A. All trees are to be a minimum of 24" box size.
- B. 15 gallon vines with trellises or vine supports on the sides and top of the garage are to be provided on at least 50 percent of the homes on a block.
- C. Remaining shrub pockets are to receive a 15 gallon vertical shrub, with additional shrubs at the base adjacent to each garage.
- D. Shrub areas are to be planted with 60 percent 5 gallon and 40 percent 1 gallon.

Paseo and Trail Plantings

- A. Most trees are to be a minimum 24" box in size. Up to 25% of the trees may be 15 gallon trees.
- B. Shrub areas are to be planted with no smaller than 50 percent 5 gallon and 50 percent one gallon shrubs.

Parking Area Landscaping

Parking lot landscaping for all Village Commercial Center parking areas shall be required in agreement with a landscaping plan to be prepared by a licensed landscape architect, as follows:

- A. A minimum of ten percent of the required gross off-street parking area shall be landscaped, exclusive of setbacks. The parking area shall include access drives, aisles, stalls, maneuvering areas and required landscape setbacks around the perimeter of the parking facility.
- B. Landscape materials shall include plants consistent with the plant palettes contained in this Specific Plan and shall emphasize the use of drought-resistant ground covers, shrubs and trees to the extent feasible. At least one fifteen gallon tree shall be installed and maintained for every five parking stalls in the parking facility. Such trees may be clustered or grouped.
- C. An automatic irrigation system shall be installed and maintained in working order.
- D. Landscaping shall be continuously maintained and replanted as necessary. Landscaped areas shall be kept free of debris and litter.
- E. Landscaped areas shall be separated from vehicle parking and circulation areas by concrete curbs not less than six inches in height.
- F. Screen walls, gates, trellises, shrubs and vines, or espaliers are to be used to screen trash enclosures, where feasible.

Slope Landscaping

- A. All areas required to be landscaped will be planted with turf, groundcover, shrubs, or tree materials selected from the plant palette contained in these guidelines.
- B. Planting on slopes will commence as soon as the slopes are completed on any portion of the site and will provide for rapid short term coverage of the slope as well as long-term establishment cover per City of Rialto standards.

4.3.8 BIOFILTRATION SWALES

Lytle Creek Ranch incorporates the use of biofiltration swales to improve water quality on-site, particularly in the Grand Paseo in Neighborhood III and the golf course in Neighborhood II. Biofiltration swales are flow-through vegetated channels with a slope similar to that of standard storm drains channels (less than 6%), but are wider and shallower to maximize flow residence time and promote pollutant removal by filtration through the use of properly selected vegetation and settling. Some adsorption and uptake of dissolved pollutants also occurs. For biofiltration, it is important to maximize water contact with vegetation and the soil surface. The soils at the site should support vegetation growth. Biofilters should generally not receive construction-site runoff; if they do, presettling of sediments should be provided. Such biofilters should be evaluated for the need to remove sediments and restore vegetation following construction.

Maintenance of the infiltration/biofiltration areas is of vital importance for long-term operation. Maintenance can consist of sediment removal, vegetation cutting, replanting, changing types of plantings, etc. Long-term maintenance responsibility for infiltration/biofiltration areas will be provided by the Master Homeowners Association or other entity acceptable to the City of Rialto.

4.3.9 FENCES AND WALLS

Please refer to Figures 4-38 through 4-40 for conceptual wall and fence plans, and to Figure 4-41 for conceptual wall and fence details.

Perimeter Theme Wall and Pilasters

The perimeter theme wall will consist of a 6' tall colored precision block wall with a 4" colored precision block cap. Stone veneer pilasters with precast concrete caps will be constructed approximately every 100 feet along the wall.

Neighborhood Walls and Fences

Where provided, neighborhood fences and walls will be designed as integral components and extensions of building designs and surrounding landscapes. Periphery fences and walls may be integrated into adjacent structures and extended into the landscape areas to help integrate buildings into their environments. Fences and walls will be constructed of durable materials, colors, and textures that are similar and harmonious with the architecture. Wrought iron or tubular steel fencing, half block wall/glass or equivalent, vinyl fencing, colored precision block walls, split-face brick walls, manufactured stone and stone walls, brick and simulated brick walls, and other types of walls acceptable to the City, are all permitted types of walls/pilasters and fencing within Lytle Creek Ranch. Wood fencing is not permitted in Lytle Creek Ranch (excludes wooden gates, which are permitted).

Particular importance will be given to railing and cap details. Fences and walls may be offset occasionally to avoid visual monotony. Fencing and walls will be used to define the limits of property ownership, as well as for the creation of exterior privacy and to promote the public's health and safety.

Side and Rear Yard Walls

All new single-family residential development will be required to install minimum five and one-half (5½) foot block walls, wrought iron or tubular steel fencing, vinyl fencing, or combination walls and fences (including walls with glass inserts to allow for views) along the side, rear and street side of the property line, except for alley loaded products or where other design considerations make constructing a wall impractical, unnecessary, or undesirable. Wherever a question arises as to whether or not a wall shall be provided on side or rear yards, the builder and City shall reach a consensus during Design Review as to whether or not a wall shall be required.

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Figure 4-37
Conceptual Community Wall and Fence Plan – Neighborhoods I and IV

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Figure 4-38
Conceptual Community Wall and Fence Plan – Neighborhood II

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Figure 4-39
Conceptual Community Wall and Fence Plan – Neighborhood III

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Figure 4-40
Conceptual Wall and Fence Details

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4.4 SUSTAINABLE DESIGN STRATEGIES

The way we plan the physical layout, or land use, of new communities is fundamental to sustainable design. Two basic land use practices over the past several decades have converged to generate haphazard, inefficient, and unsustainable urban sprawl: These practices are:

- Zoning ordinances that isolate employment locations, shopping and services, and housing locations from each other, and
- Low-density growth planning aimed at creating automobile access to increasing expanses of land.

Sustainable practices can lessen the environmental impacts of development with techniques that include compact development, reduced pervious surfaces and improved water detention and conservation, preservation of habitat areas, mixing of land uses (e.g., homes, offices, retail); and improved pedestrian and bicycle amenities that reduced reliance on smog-generating emissions from vehicles.

Because the concept of sustainability is a relatively recent concept that is still evolving, it is anticipated that new sustainable strategies will be continually developed during the build-out period of the Lytle Creek Ranch community. This Specific Plan encourages the implementation of realistic sustainable design strategies into the project design as the community continues to evolve and build-out over time. Below is a sampling of sustainable design strategies that may be utilized in Lytle Creek Ranch.

4.4.1 SITE PLANNING

- A. Provide physical linkages between land uses that promote walking and bicycling and provide alternatives to automobile use.
- B. Encourage compact development that concentrates residential areas close to public amenities such as schools, parks, retail, golf, recreation centers, etc.
- C. Include a range of housing types and/or densities within each Neighborhood (i.e., Neighborhoods I, II, III, and IV) in Lytle Creek Ranch.
- D. Create an interconnected street network that has a high level of connections with cul-de-sacs that include pedestrian or bicycle through connections.
- D. Incorporate “green” practices in developing buildings and infrastructure, particularly for stormwater runoff (e.g., bioswales).

- E. Encourage design of landscape areas that capture and direct stormwater runoff, particularly in open space, parks, paseos, and Village Center Commercial areas.
- F. Stabilize slopes to limit erosion as part of the Stormwater Management Plan and erosion control plan.
- G. Minimize the amount of paved areas for roads, parking, and patios, particularly in residential areas, where feasible, or consider using porous or permeable pavement.

4.4.2 ENERGY EFFICIENCY

Most buildings can reach energy efficiency levels far beyond California 2010 Title 24 standards, yet most only strive to meet the standard. It is reasonable to strive for energy reduction in excess of that required by 2010 Title 24 standards. Therefore, development within the Lytle Creek Ranch Specific Plan shall be designed and implemented so as to exceed 2010 Title 24 standards by at least 15%. The builder will commit to a minimum of three of the following strategies:

- A. Passive design strategies can dramatically affect building energy performance. These measures include building shape and orientation, passive solar design, and the use of natural lighting.
- B. Develop strategies to provide natural lighting. Studies have shown that natural lighting has a positive impact on productivity and well being.
- C. Incorporate the use of Low-E windows or use Energy Star windows.
- D. Install high-efficiency lighting systems with advanced lighting controls. For non-residential buildings, include motion sensors tied to dimmable lighting controls. Task lighting reduces general overhead light levels.
- E. Where feasible, incorporate motion sensors or timers on exterior fixtures to reduce energy usage.
- F. Use a properly sized and energy-efficient heat/cooling system in conjunction with a thermally efficient building shell. Consider utilizing light colors for roofing and wall finish materials; install high R-value wall and ceiling insulation.
- G. Minimize the electric loads from lighting, equipment, and appliances.
- H. Individual developments within Lytle Creek Ranch are encouraged to implement some of the strategies of the EnergyStar program, which is an energy performance rating system developed by the U.S. Department of Energy and the Environmental Protection Agency,

which certifies products and buildings that meet strict energy-efficiency guidelines. Involvement in the EnergyStar program will be completely optional at the discretion of each individual developer/builder.

- I. For retail, commercial, office, and light industrial/manufacturing uses, promote the use of light colored roofing with a high solar reflectance in order to reduce the heat island effect from roofs.
- J. In retail, commercial, and office developments, provide a limited number of preferred parking spaces for hybrid vehicles, fuel cell vehicles, electric vehicles, and other fuel efficient vehicles.

4.4.3 MATERIALS EFFICIENCY

The builder will commit to a minimum of three of the following strategies:

- A. Select sustainable construction materials and products by evaluating several characteristics such as reused and recycled content, zero or low off gassing of harmful air emissions, zero or low toxicity, sustainably harvested materials, high recyclability, durability, longevity, and local production. Such products promote resource conservation and efficiency. Using recycled-content products also helps develop markets for recycled materials that are being diverted from California's landfills, as mandated by the Integrated Waste Management Act.
- B. Encourage the use of low VOC paints and wallpapers within Lytle Creek Ranch.
- C. Encourage the use of low VOC Green Label carpet within Lytle Creek Ranch.
- D. Use dimensional planning and other material efficiency strategies. These strategies reduce the amount of building materials needed and cut construction costs. For example, consider designing rooms on four foot multiples to conform to standard-sized wallboard and plywood sheets.
- E. Consider using recycle base, crushed concrete base, recycle content asphalt, shredded tires in base and asphalt in roads, parking areas, and drive aisles, if feasible and economically viable. Re-using materials keeps materials out of landfills and costs less.
- F. Require plans for managing materials through deconstruction, demolition, and construction.
- G. Design with adequate space to facilitate recycling collection and to incorporate a solid waste management program that prevents waste generation.

- H. Establish a construction waste recycling program with a local waste management company to recycle up to 30% of the construction waste.

4.4.4 WATER EFFICIENCY

- A. Minimize wastewater by using ultra low-flush toilets, low-flow shower heads, and other water conserving fixtures.
- B. Use recirculating systems for centralized hot water distribution.
- C. Use a water budget approach that schedules irrigation using the California Irrigation Management Information System data for landscaping.
- D. Meter the landscape separately from buildings. Use micro-irrigation (which excludes sprinklers and high-pressure sprayers) to supply water in non-turf areas.
- E. Use state-of-the-art irrigation controllers and self-closing nozzles on hoses.

4.4.5 OCCUPANT HEALTH AND SAFETY

- A. Recent studies reveal that buildings with good overall environmental quality can reduce the rate of respiratory disease, allergy, asthma, sick building symptoms, and enhance performance. Choose construction materials and interior finish products with zero or low emissions to improve indoor air quality. Many building materials and cleaning/maintenance products emit toxic gases, such as volatile organic compounds (VOC) and formaldehyde. These gases can have a detrimental impact on occupants' health and productivity.
- B. Provide adequate ventilation and a high-efficiency, in-duct filtration system. Heating and cooling systems that ensure adequate ventilation and proper filtration can have a dramatic and positive impact on indoor air quality.
- C. Prevent indoor microbial contamination through selection of materials resistant to microbial growth.
- D. Provide effective drainage from the roof and surrounding landscape.
- E. Install adequate ventilation in bathrooms.
- F. Allow proper drainage of air-conditioning coils.
- G. Design building systems to control humidity.

- H. Establish criteria for the delivery and storage of absorptive materials, and the ventilation of spaces once the materials are installed to prevent mold.

4.4.6 LANDSCAPE DESIGN

- A. Encourage the use of low water use and native plant materials throughout Lytle Creek Ranch and minimize turf areas. Areas that may include larger areas of turf include community entries, parks, joint-use park/school facilities, schools, paseos and greenbelts, golf courses, sports fields, turf play areas, and other high-use outdoor activity areas.
- B. Provide plant materials that are well-suited depending on the solar orientation and shading of homes.
- C. Provide for a low water use irrigation system and for zoning of the irrigation system.
- D. Use green waste mulch and soil amendments to retain soil moisture.
- E. Incorporate locally native vegetation into the plant palette for Lytle Creek Ranch.
- F. Encourage the use of colored hardscape materials to reduce glare and/or reflect heat in outdoor plazas and gathering areas.
- G. Consider the use of low-growing plant material in parkways instead of turf.

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5.0 DEVELOPMENT STANDARDS

5.1 PURPOSE AND INTENT

The regulations contained in this Chapter are intended to provide for development of all properties located within the Lytle Creek Ranch Specific Plan area. This Chapter establishes the permitted uses and physical development standards for the proposed development in Lytle Creek Ranch.

The standards contained in this Chapter of the Specific Plan supersede those of the Rialto Municipal Code, unless otherwise stated herein. Where the language in this Specific Plan is undefined, unclear, or vague, then the final interpretation and determination shall be made by the Director of Development Services. At his or her discretion, the Director of Development Services may forward an item requiring interpretation to the Planning Commission for determination. In addition, any decision by the Planning Commission may be appealed to the City Council for final determination. All decisions by the City Council shall be deemed final.

In instances of conflicting regulations and standards, the standards and regulations contained in the Specific Plan shall take precedence over the Municipal Code. If this Specific Plan is silent on an issue, then the standards in the Rialto Municipal Code or other applicable city, state, or federal code shall apply, as appropriate. The provisions in this chapter are not intended to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties.

5.2 DEFINITIONS

For the purposes of this chapter, definitions shall be the same as described in Chapter 18.04 of the Rialto Municipal Code, except as otherwise defined in this Specific Plan.

5.3 ZONING CATEGORIES

The Lytle Creek Ranch Specific Plan and the City of Rialto Zoning Map, as amended, designate the entire project site as "Specific Plan Zone." Development within Lytle Creek Ranch is governed by the Land Use Plan (see Figure 3-1 in the Specific Plan). Within the "Specific Plan Zone," there are eight different zoning categories, as follows:

RESIDENTIAL

There will be five separate categories of residential development within the Lytle Creek Ranch Specific Plan. Each of the residential uses will be a separate category in the permitted uses table.

Single-Family Residential One (SFR-1). This category will only include single-family detached residential development ranging in density from 2 to 5 dwelling units/acre (du/ac).

Single-Family Residential Two (SFR-2). This category will include single-family detached and attached residential development ranging in density from 5 to 8 du/ac.

Single-Family Residential Three (SFR-3). This category will include a combination of single-family detached and attached residential product types at densities ranging from 8 to 14 du/ac.

Multi-Family Residential (MFR). This category will include only attached housing products such as, but not limited to, townhomes, attached row homes, condominiums, stacked flats, garden courts, motorcourts, and apartments with densities ranging from 14 to 28 du/ac.

High Density Residential (HDR). This category will include only high density residential products such as, but not limited to, condominiums, stacked flats, podium units, and apartments with densities ranging from 25 to 35 du/ac.

VILLAGE CENTER COMMERCIAL (VC)

This category allows for retail and commercial development including shopping centers, freestanding retail and commercial buildings, medical/dental uses, and office and business park uses. The intent of this category is to provide uses that are sales tax generating uses. Approximately 41.1 acres of land will continue its current use and not change, or the land has already changed.

OPEN SPACE / RECREATION (OS/R)

The Land Use Plan (Figure 3-1) identifies planning areas that may develop as “Open Space/Recreation.” These areas will consist of a mix of recreation types including, but not limited to, an 18-hole golf course, neighborhood parks, mini parks, private recreation centers, and trails and walkways. The permitted uses and the development standards for the OS/R category apply to all planning areas designated as “Open Space/Recreation.”

OPEN SPACE / JOINT-USE (OS/JU)

The Land Use Plan (Figure 3-1) identifies planning areas that may develop as “Open Space/Joint-Use.” These areas will consist of joint-use parks/schools. The permitted uses and the development standards for the Open Space/Joint Use category apply to all planning areas designated as “Open Space/Joint-Use.”

OPEN SPACE (OS)

The “Open Space” areas in Lytle Creek Ranch are intended to stay preserved in their existing, natural state. Land within this category is designed to protect important natural resources located within the Lytle Creek Ranch Specific Plan.

5.4 OVERLAY DISTRICTS

The Lytle Creek Ranch Specific Plan includes two separate zoning overlays as identified below. If a portion of a planning area is developed using the overlay district standards, then the entire planning area must developed under the same overlay in order to prevent potentially incompatible uses from locating adjacent to one another.

5.4.1 SINGLE-FAMILY RESIDENTIAL (SFR) OVERLAY

Portions of the areas designated as “Open Space/Recreation” (approximately three acres), as well as all areas designated as “Elementary School,” “Elementary/Middle School,” and “Open Space/Joint-Use” (approximately 41 acres) shall be overlain by a “Single-Family Residential Overlay” as depicted in Figure 3-1, Land Use Plan. This residential overlay district allows for the development of single-family residential homes at densities ranging from 2 to 14 du/ac; provided, however, that a Site Plan and Tentative Tract Map shall be submitted to the City for review and approval by the Planning Commission. Removal of open space and recreational areas and replacing them with homes will result in a need for a proportional increase in the amount of open space to be provided for those residences and/or payment of fees or combination thereof. In no event shall the dwelling unit cap of 8,407 dwelling units be exceeded in the Specific Plan area. In addition, the gross density for the entire Specific Plan area shall not exceed 3.5 du/ac.

The uses permitted by right in the “Single-Family Residential Overlay” include the following (see Table 5-1 for additional permitted uses):

- Residential, single-family detached and attached (2 to 14 du/ac)
- Model homes
- Sales and leasing offices and trailers
- Nursing homes and convalescent facilities
- Independent living and assisted living residential facilities
- Home occupations

If an area overlain by the “Single-Family Residential Overlay” is developed with residential uses, then the development standards of the SFR-1 zone, SFR-2 zone, or SFR-3 zone shall apply, as follows: (1) for developments with residential densities of 2 to 5 du/ac, the SFR-1 zone development standards shall apply (see Table 5-2, Summary Development Standards for SFR-1 Zone); (2) for developments with residential densities of 5 to 8 du/ac, the SFR-2 zone development standards shall apply (see Table 5-3, Summary Development Standards for SFR-2 Zone); and (3) for developments with residential densities of 8 to 14 du/ac, the SFR-3 zone development standards shall apply (see Tables 5-4 to 5-6, Summary Development Standards for SFR-3 Zone).

5.4.2 HIGH DENSITY RESIDENTIAL (HDR) OVERLAY

This overlay will include only high density residential products such as, but not limited to, condominiums, stacked flats, podium units, and apartments with densities ranging from 25 to 35 du/ac. See Table 5-1 for permitted uses for the High Density Residential Overlay (listed under the High Density Residential Zone). The development standards in Table 5-7, Summary Development Standards for MFR Zone, shall apply to all areas being developed under the High Density Residential Overlay with the following differences:

- 1) The density range in all HDR Overlay areas shall be 25 to 35 dwelling units per acre; and
- 2) The maximum building height in all HDR Overlay areas shall not exceed 55 feet.

In no event shall the dwelling unit cap of 8,407 dwelling units be exceeded in the Specific Plan area. In addition, the gross density for the entire Specific Plan area shall not exceed 3.5 du/ac.

The High Density Residential Overlay applies to Planning Areas 89, 90 and 91. A Site Plan and Tentative Tract Map shall be submitted to the City for review and approval by the Planning Commission for any planning area seeking to implement the High Density Residential Overlay.

5.5 PERMITTED USES

This section of the Specific Plan document sets forth the uses permitted in each zone within the Lytle Creek Ranch Specific Plan area. The permitted uses listed below in Table 5-1, below, are grouped into the following categories of uses:

- Accessory Uses and Structures
- Places of Assembly
- Automotive and Vehicle Uses
- Dining, Drinking, and Entertainment
- General Services
- Industrial and Research Uses
- Office Uses and Health Services
- Public and Semi-Public Uses
- Recreation Uses
- Retail Uses
- Residential, Lodging, and Child Care Uses
- Temporary Uses
- Warehousing and Commercial Uses
- Other Uses

TABLE 5-1
PERMITTED USES

Note: For permitted, conditional, accessory, interim, and prohibited land uses within the High Density Residential (HDR) Overlay, please refer to the HDR Zone in the table below.

P = Permitted Use A = Accessory Use (Use is Permitted as an Accessory Use Only; No Permit Required) C = Conditional Development Permit Required T = Temporary Use Permit Required I = Interim Use X = Prohibited Use	ZONES									OVERLAY	
	LAND USE	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
ACCESSORY USES AND STRUCTURES											
Outdoor vending (such as flower stands, hotdog stands, etc.) ¹	X	X	X	X	X	X	X	X	X	X	X
Swimming pools and spas as an accessory use	P	P	P	P	P	P	P	P	P	X	P
Signs for model homes and temporary sales offices	P	P	P	P	P	P	P	P	P	P	P
Fences and walls	P	P	P	P	P	P	P	P	P	P	P
Antennas and satellite dishes	A	A	A	A	A	A	A	A	A	X	A
Reverse vending machines	X	X	X	X	X	X	A	X	X	X	X
Recycling drop-off bins ¹	X	X	X	X	X	X	A	X	X	X	X
Incidental products or services for employees or business, such as cafeterias, and business support uses	A	A	A	A	A	A	A	A	A	X	A
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district	A	A	A	A	A	A	A	A	A	A	A
¹ Recycling uses are subject to the requirements of Chapter 18.108 of the Rialto Municipal Code.											
PLACES OF ASSEMBLY USES											
Lodges, union halls, and social clubs	C	C	C	C	C	C	C	C	C	X	C
Senior citizen centers and senior recreation centers	C	C	C	C	C	C	P	P	P	X	C
Religious institutions and places of worship (e.g., churches, synagogues, mosques, temples)	C	C	C	C	C	C	C	C	C	C	C
Mortuaries and funeral homes	C	C	C	C	C	C	P	X	X	X	C
AUTOMOTIVE AND VEHICLE USES											
Gas and service stations	X	X	X	X	X	X	C	X	X	X	X
Car washes	X	X	X	X	X	X	C	X	X	X	X
Auto body repair and painting; major engine and transmission repair; provided, however, that all work must be conducted within an enclosed structure	X	X	X	X	X	X	C	X	X	X	X
Auto repair specialty shops as a primary use: providing minor auto maintenance: tire sales/service, muffler, brake, lube and tune-up services—not including major engine or drivetrain	X	X	X	X	X	X	P	X	X	X	X

P = Permitted Use A = Accessory Use (Use is Permitted as an Accessory Use Only; No Permit Required) C = Conditional Development Permit Required T = Temporary Use Permit Required I = Interim Use X = Prohibited Use	ZONES									OVERLAY	
	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay	
repair; provided, however, that all work must be conducted within an enclosed structure											
Auto repair specialty shops same as above, but as an accessory use, subordinate to a primary use such as a discount store, warehouse store, or other permitted primary use; provided, however, that all work must be conducted within an enclosed structure	X	X	X	X	P	P	X	X	X		X
Auto and motorcycle sales and rentals; new/used	X	X	X	X	X	P	X	X	X		X
Recreational vehicle and boat storage	X	X	X	C	X	C	C	C	X		X
Truck, recreation vehicle, and boat sales and rentals	X	X	X	X	X	P	X	X	X		X
Truck and/or equipment rentals	X	X	X	X	X	X	X	X	X		X
Auto part stores (retail only)	X	X	X	X	X	P	X	X	X		X
Auto or truck storage yards, not including dismantling	X	X	X	X	X	X	X	X	X		X
Park and ride lots	C	C	C	P	P	P	P	P	X		C
DINING, DRINKING, AND ENTERTAINMENT											
Restaurants with outdoor seating not permitted	X	X	X	P	P	P	P	P	X		X
Restaurants with outdoor seating permitted	X	X	X	P	P	P	P	P	X		X
Restaurants, fast food (drive-thrus not permitted)	X	X	X	P	P	P	P	P	X		X
Restaurants, fast food (drive-thrus permitted)	X	X	X	X	X	C	C	C	X		X
Bars, taverns and cocktail lounges	X	X	X	X	X	P	P	P	X		X
Dancing or live entertainment as a principal use (subject to the requirements of the Rialto Municipal Code Entertainment Ordinance)	X	X	X	X	X	C	C	C	X		X
Dancing or live entertainment as an accessory use. An accessory use shall not consist of more than 25% of the facility.	X	X	X	X	X	P	P	P	X		X
Skating rinks, ice or roller	X	X	X	X	X	P	P	P	X		X
Theaters, live or motion picture	X	X	X	X	X	P	X	X	X		X
GENERAL SERVICES											
Barber shops, beauty, nail and tanning salons and similar uses	X	X	X	P	P	P	X	X	X		X
Miscellaneous services such as travel services, photo developing, videotape rentals, shoe repair, small household appliance repair (e.g., toasters, vacuum cleaners, etc.), and similar uses	X	X	X	P	P	P	X	X	X		X

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	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
Laundromats and dry cleaners—except central cleaning plants	X	X	X	C	C	C	X	X	X	X
Printing, blueprinting and copy services	X	X	X	P	P	P	X	X	X	X
Postal annex, private	X	X	X	P	P	P	X	X	X	X
Pet grooming—without overnight boarding	X	X	X	X	X	P	X	X	X	X
Telecommuting centers	X	X	X	P	P	P	X	X	X	X
Tutorial services and learning centers	X	X	X	P	P	P	X	X	X	X
INDUSTRIAL AND RESEARCH USES										
Manufacture and assembly of components or finished products from materials such as cloth, fiber, fur, glass, leather, stone, paper (except milling), plastics, metal and wood	X	X	X	X	X	C	X	X	X	X
Research and development; provided, however, that such uses must occur entirely within an enclosed building	X	X	X	X	X	P	X	X	X	X
Recording studios; provided, however, that such uses must occur entirely within an enclosed building	X	X	X	X	X	C	X	X	X	X
Bottling plants	X	X	X	X	X	C	X	X	X	X
Welding, machine, and metal plating shops	X	X	X	X	X	C	X	X	X	X
Recycling centers as a principal use, collection and sorting only	X	X	X	X	X	X	X	X	X	X
Off-site hazardous waste facilities	X	X	X	X	X	X	X	X	X	X
OFFICE USES AND HEALTH SERVICES										
Banks and savings & loans	X	X	X	X	X	P	X	X	X	X
General and professional offices	X	X	X	X	X	P	X	X	X	X
Employment agencies	X	X	X	X	X	P	X	X	X	X
Medical, practitioner, and dental offices and out-patient surgi-centers ¹	X	X	X	X	X	P	X	X	X	X
Hospitals and convalescent hospitals	X	X	X	X	X	P	X	X	X	X
Veterinary clinics/animal hospitals, without pet boarding	X	X	X	X	X	P	X	X	X	X
Veterinary clinics/animal hospitals, with pet boarding (indoor only)	X	X	X	X	X	P	X	X	X	X
¹ Offices for physicians, dentists, optometrists, chiropractors, physical therapists, and similar practitioners, including outpatient surgery centers.										
PUBLIC AND SEMI-PUBLIC USES										
Fire stations	P	P	P	P	P	P	P	P	X	P
Police stations and substations	P	P	P	P	P	P	P	P	X	P

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	LAND USE	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
Government offices	X	X	X	X	X	X	P	X	X	X	X
United States post office	X	X	X	X	X	X	P	X	X	X	X
Public utility facilities	P	P	P	P	P	P	P	P	P	P	P
Public flood control facilities and devices	P	P	P	P	P	P	P	P	P	P	P
College and university classrooms and offices in an enclosed building (excludes college and university campuses)	X	X	X	X	X	X	P	X	X	X	X
College and university primary and satellite campuses	X	X	X	X	X	X	C	X	X	X	X
Vocational schools (e.g., barber, beauty, and similar)	X	X	X	X	X	X	P	X	X	X	X
Bus and taxi stations	C	C	C	C	C	C	C	X	X	X	C
Helicopter pads	X	X	X	X	X	X	C	X	X	X	X
Private schools affiliated with a place of worship	C	C	C	C	C	C	C	C	C	X	C
Private schools and academies	C	C	C	C	C	C	C	X	X	X	C
Public schools (e.g., elementary, intermediate, middle, junior, and high schools)	P	P	P	P	P	P	P	X	X	X	P
Public or private kennels and animal shelters (with indoor or outdoor pet boarding)	X	X	X	X	X	X	X	X	X	X	X
RECREATION USES											
Bowling alleys and pool or billiard halls as a principal use	X	C	C	C	C	C	P	P	P	X	C
Pool or billiard tables as an accessory use comprising 25% or less of the facility	P	P	P	P	P	P	P	P	P	X	P
Game machine arcades as a principal use	C	C	C	C	C	C	C	C	C	X	C
Game machines as an accessory use comprising 25% or less of the facility	P	P	P	P	P	P	P	P	P	X	P
Tennis clubs, golf courses, and similar recreation uses, lighted or unlighted	P	P	P	P	P	P	P	P	P	X	P
Outdoor commercial recreation centers and uses, including such facilities as miniature golf, go-karts, bumper boats, batting cages, kiddie rides, rock climbing, and similar attractions, lighted or unlighted (applies to mixed-use areas containing residential uses only)	X	X	X	X	X	X	C	C	C	X	X
Outdoor commercial recreation centers and uses, including such facilities as miniature golf, go-karts, bumper boats, batting cages, kiddie rides, rock climbing, and similar attractions, lighted or unlighted (applies to mixed-use areas consisting of industrial and/or retail uses only; residential uses	X	X	X	X	X	X	P	P	P	X	X

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	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
are prohibited)										
Outdoor commercial roller hockey, skateboard, and "stunt" bike facilities, lighted or unlighted	X	C	C	C	C	C	C	C	X	C
Indoor commercial recreation centers and uses; roller hockey; and other facilities: with same types of facilities as "Outdoor" above	X	P	P	P	P	P	P	P	X	P
Health clubs, martial arts studios, and dance studios, under 10,000 sq.ft. floor area	P	P	P	P	P	P	P	P	X	P
Health clubs, martial arts studios, and dance studios, over 10,000 sq.ft. floor area	C	C	C	C	C	P	P	P	X	C
Libraries and museums	P	P	P	P	P	P	P	P	X	P
Cultural centers and performing arts centers	X	X	X	X	X	P	P	P	X	X
Parks, paseos, greenbelts and playgrounds	P	P	P	P	P	P	P	P	C	P
Sports fields and turf play areas	P	P	P	P	P	P	P	P	C	P
Open space	P	P	P	P	P	P	P	P	P	P
Bicycle, equestrian, multi-purpose and hiking trails	P	P	P	P	P	P	P	P	P	P
Equestrian centers, rings and stables (non-commercial)	P	X	X	X	X	X	P	P	X	X
Equestrian centers, rings and stables (commercial)	C	X	X	X	X	X	P	P	C	X
Private swim schools	P	P	P	P	P	P	P	P	X	P
Swimming pools as a principle use	P	P	P	P	P	P	P	P	X	P
Indoor pistol or rifle ranges	X	X	X	X	X	X	X	X	X	X
RETAIL USES										
Retail stores ¹	X	X	X	X	X	P	X	X	X	X
Convenience stores (under 15,000 sq. ft. in size)	X	X	X	X	X	C	X	X	X	X
Convenience stores (15,000 sq. ft. or larger in size)	X	X	X	X	X	P	X	X	X	X
Liquor stores ² —with no consumption of alcohol on the premises	X	X	X	X	X	C	X	X	X	X
Garden supply stores and retail plant nurseries	X	X	X	X	X	P	C	C	X	X
Plant nurseries used only for the propagating and cultivating of plants, truck gardening, tree farming and field crops (including wholesale sales and excepting retail sales)	I	I	I	I	I	I	I	I	X	I
Showroom – catalog stores, without substantial on-site inventory	X	X	X	X	X	P	X	X	X	X

¹ Such as supermarkets, warehouse stores, stores selling apparel, furniture, appliances, hardware, building materials (except lumber yards), and similar stores selling merchandise to the general public. Allows retail stores to be open up to 24

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	LAND USE	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
<i>hrs./day. Discount stores are not included as they are subject to a Conditional Development Permit.</i>											
<i>² Defined as retail stores selling primarily beer, wine, distilled spirits, and other beverages, plus some food items, all for off-site consumption.</i>											
RESIDENTIAL, LODGING, AND CHILD CARE USES											
Small child day care facilities, centers and preschools as an accessory use (6 or fewer persons)	A	A	A	A	A	A	A	A	A	X	A
Large child day care facilities, centers and pre-schools as a principal use (more than 6 persons)	C	C	C	P	P	P	P	P	P	X	C
Residential, single-family detached	P	P	P	P	P	X	X	X	X	X	P
Residential, attached (14 dwelling units or fewer per net acre)	X	P	P	P	P	P	X	X	X	X	P
Residential, multi-family (14 to 28 dwelling units per net acre) ¹	X	X	X	P	P	P	X	X	X	X	X
<i>¹ Rental housing in Lytle Creek Ranch ranging from 14 to 28 du/ac shall be permitted in all multi-family residential (MFR) planning areas by right. No Conditional Development Permit (CDP) shall be required.</i>											
Residential (25 to 35 dwellings units per net acre) ²	X	X	X	X	P	P	X	X	X	X	X
<i>² Rental housing in Lytle Creek Ranch ranging from 25 to 35 du/ac shall be permitted in all High Density Residential (HDR) planning areas by right. No Conditional Development Permit (CDP) shall be required.</i>											
Private greenhouses and horticultural collections	A	A	A	A	A	A	A	A	A	X	A
Attached and detached guest houses and second living units on the same lot as a primary residence; provided, however that a building permit is obtained from the City	P	X	X	X	X	X	X	X	X	X	X
Home occupations ³	P	P	P	P	P	P	X	X	X	X	P
<i>³ Home occupations, subject to review and approval in accordance with the provisions set forth in Chapter 5.68 of the Rialto Municipal Code; provided, such uses fully comply with the regulations set forth in Chapter 5.68 of the Municipal Code and any other additional conditions imposed upon the home occupation permit by the Director of Development Services or the Planning Commission.</i>											
Single room occupancy (SRO) hotels	X	X	X	X	X	X	X	X	X	X	X
Model homes	P	P	P	P	P	P	P	P	P	X	P
Sales and leasing offices and trailers	P	P	P	P	P	P	P	P	P	X	P
Emergency shelters	X	X	X	X	X	X	X	X	X	X	X
Transitional shelters	X	X	X	X	X	X	X	X	X	X	X
Hotels and motels	X	X	X	X	X	P	X	X	X	X	X
Nursing homes and convalescent facilities	P	P	P	P	P	P	X	X	X	X	P
Independent living and assisted living residential facilities	P	P	P	P	P	P	X	X	X	X	P
Caretaker residences	X	X	X	X	X	X	X	X	X	X	X
TEMPORARY USES (City Application Required)											
Christmas tree sales	T	T	T	T	T	T	X	X	X	X	T
Halloween pumpkin sales	T	T	T	T	T	T	X	X	X	X	T
Farmers' markets	X	X	X	X	T	T	T	T	T	X	X
Outdoor fireworks displays	T	T	T	T	T	T	T	T	T	X	T
Outdoor concerts	T	T	T	T	T	T	T	T	T	X	T

P = Permitted Use A = Accessory Use (Use is Permitted as an Accessory Use Only; No Permit Required) C = Conditional Development Permit Required T = Temporary Use Permit Required I = Interim Use X = Prohibited Use	ZONES									OVERLAY	
	LAND USE	SFR-1	SFR-2	SFR-3	MFR	HDR	VC	OS/R*	OS/JU	OS	SFR Overlay
Sidewalk sales ¹	T	T	T	T	T	T	T	T	T	X	T
Swap meets	X	X	X	X	X	X	X	X	X	X	X
Fairs, street fairs, carnivals, and circuses	T	T	T	T	T	T	T	T	T	X	T
¹ Provided the public right-of-way and access areas are not impeded.											
WAREHOUSING, STORAGE, AND COMMERCIAL USES											
Wholesaling/distribution centers, with no sales to consumers	X	X	X	X	X	X	C	X	X	X	X
General warehouses, with no sales to consumers	X	X	X	X	X	X	C	X	X	X	X
Mini-storage warehouses and self storage	X	X	X	X	X	X	C	X	X	X	X
Lumber yards, outdoor (see retail stores for indoor lumber sales)	X	X	X	X	X	X	C	X	X	X	X
Pest control services	X	X	X	X	X	X	C	X	X	X	X
Tile manufacturing and sales	X	X	X	X	X	X	C / P ²	X	X	X	X
Contractor and similar equipment yards	X	X	X	I	I	I	I	X	X	X	X
Central cleaning or laundry plants	X	X	X	X	X	X	C	X	X	X	X
² Permitted by right in Planning Area 78 only.											
OTHER USES											
Adult businesses	X	X	X	X	X	X	X	X	X	X	X
Fortune telling and palmistry	X	X	X	X	X	X	X	X	X	X	X
Solar (photovoltaic) panels in conjunction with a primary or accessory building (must be roof mounted)	A	A	A	A	A	A	A	A	A	X	A
Tattoo parlor	X	X	X	X	X	X	X	X	X	X	X
Use of relocatable building (in conjunction with a permitted, conditionally permitted, or interim use or as an accessory use)	I	I	I	I	I	I	I	I	I	X	I
Construction trailers and guard offices	I	I	I	I	I	I	I	I	I	I	I
Other principal, accessory or temporary use not listed above	C	C	C	C	C	C	C	C	C	C	C

*Applies to both the "Open Space/Recreation" and "Open Space/Joint-Use" Zoning Categories.

LYTLE CREEK RANCH
SPECIFIC PLAN

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5.6 DEVELOPMENT STANDARDS

5.6.1 SINGLE-FAMILY RESIDENTIAL ONE (SFR-1)

The following development standards shall apply in the Single-Family Residential One (SFR-1) in all neighborhoods (i.e., Neighborhoods I, II, III, and IV). Table 5-2 contains the SFR-1 development standards.

**TABLE 5-2
SUMMARY DEVELOPMENT STANDARDS FOR SFR-1
(SINGLE-FAMILY RESIDENTIAL ONE) ZONE**

Residential Development Standards	SFR-1
Minimum development area	3 acres
Minimum lot area per dwelling unit	5,500 sf
Minimum average lot area per dwelling unit	6,000 sf
Maximum dwelling units per net acre	5 du/ac
LOT DIMENSIONS	
Minimum lot width	50 feet
Minimum lot width for a flag lot, cul-de-sac, or knuckle at front property line (flag lots permitted for detached dwellings only)	25 feet
Minimum lot depth	90 feet
MAXIMUM LOT COVERAGE	60%
SETBACKS	
Minimum front yard (to main building façade)	10 feet
Minimum front yard (to front porch or deck)	10 feet
Minimum garage front yard setback	18 feet from back of sidewalk
Minimum side-entry garage setback	10 feet
Minimum corner side yard	10 feet*
Minimum interior side yard	5 feet*
Minimum rear yard	15 feet (useable space)
MAXIMUM HEIGHT	3 stories, not to exceed 40 feet in height
MINIMUM DWELLING UNIT SIZE	1,600 sf

*Ground level architectural encroachments shall not be permitted into the required side yards with the exception of roofs, eaves, cornices and other similar features located above the first floor, which may encroach into the side yards a maximum of two (2) feet.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan, excepting modifications to minimum lot size, lot dimensions, and garage setback requirements, which may not be reduced.
- B. Parking. A minimum of two (2) enclosed spaces shall be provided per unit/lot. Side-entry and tandem garages shall be permitted. Enclosures shall comply with all yard requirements. For second units, one additional off-street parking space shall be provided; parking space may be uncovered.

C. Fences and walls. Fences and walls shall be permitted within the front, side, and rear yard setback areas, except as provided below:

1. Fences may not be erected within either public or private street rights-of-way.
2. Wherever fencing is visible from public view, the finished side of the fencing shall be exposed to public view.
3. No fence or wall shall exceed six (6) feet in height, unless a higher wall is specifically required for sound attenuation purposes. The height of the fence or wall shall be measured from the highest ground level immediately adjacent to the base of the wall.
4. In instances where a side or rear yard fence or wall is located adjacent to a public right-of-way, then the minimum fence height shall be six (6) feet as measured on the public right-of-way side.
5. Privacy walls, if provided in side and rear yards, shall be a minimum of five and one-half (5½) feet in height.
6. In front yard setback areas, solid fences and walls shall not exceed 42 inches in height. Pilasters and columns may be provided up to six (6) feet in height.
7. All pool enclosure fencing shall conform to applicable State of California or City of Rialto pool code fencing requirements, whichever is more stringent.

5.6.2 SINGLE-FAMILY RESIDENTIAL TWO (SFR-2)

The following development standards shall apply in the Single-Family Residential Two (SFR-2) in all neighborhoods (i.e., Neighborhoods I, II, III, and IV). Table 5-3 contains the SFR-2 development standards. Exhibits 5-1a to 5-1c depict typical product types permitted in the SFR-2 zone. Additional products types are permitted in the SFR-2 zone provided the maximum density does not exceed 8 dwelling units per acre.

**TABLE 5-3
SUMMARY DEVELOPMENT STANDARDS FOR SFR-2
(SINGLE-FAMILY RESIDENTIAL TWO) ZONE
(APPLIES TO BOTH ACTIVE & NON-ACTIVE ADULT HOUSING)**

Residential Development Standards	SFR-2 Single-Family Detached (Except Motorcourts, Garden Courts and Alley Loaded Detached)	Motorcourt And Garden Court Homes	SFR-2 Alley Loaded Detached
Minimum development area	3 acres	3 acres	3 acres
Minimum lot area per dwelling unit	3,750 sf	3,750 sf	3,750 sf
Maximum dwelling units per net acre	8 du/ac	8 du/ac	8 du/ac
LOT DIMENSIONS			
Minimum lot width	35 feet	30 feet	35 feet
Minimum lot width for a flag lot, cul-de-sac, or knuckle at front property line (flag lots permitted for detached dwellings only)	25 feet	25 feet	25 feet
Minimum lot depth	80 feet	65 feet	80 feet
MAXIMUM LOT COVERAGE	60%	70%	70%
SETBACKS			
Minimum setback from public or private street right-of-way	none required	5 feet	5 feet
Minimum front yard (to porch or main living area)	10 feet	none required	none required
Minimum garage front yard setback	5 feet or less or 18 feet or greater	none required	none required
Minimum side-entry garage setback	10 feet	none required	none required
Minimum garage setback (for alley-loaded garages or motorcourt or garden court homes)	none required	0 feet	0 feet
Minimum corner side yard	10 feet	none required	10 feet
Minimum interior side yard	0 feet*	0 feet	0 feet*
Minimum rear yard	10 feet	none required	none required
MINIMUM SPACING BETWEEN MAIN BUILDINGS	10 feet	10 feet	10 feet
MINIMUM SPACING BETWEEN GARAGES ON ALLEY			
Distance Between Opposite Main Buildings on Alleys with Facing Garages	none required	none required	28 feet
Distance Between Opposite Main Buildings on Alleys without Facing	none required	none required	26 feet

LYTLE CREEK RANCH

SPECIFIC PLAN

Residential Development Standards	SFR-2 Single-Family Detached (Except Motorcourts, Garden Courts and Alley Loaded Detached)	Motorcourt And Garden Court Homes	SFR-2 Alley Loaded Detached
Garages			
MAXIMUM HEIGHT	3 stories, not to exceed 40 feet in height	3 stories, not to exceed 40 feet in height	3 stories, not to exceed 40 feet in height
MINIMUM PRIVATE YARD AREA	not applicable	100 square feet with a minimum depth of 10 feet	100 square feet with a minimum depth of 10 feet
MINIMUM DWELLING UNIT SIZE	1,000 sf	1,000 sf	1,000 sf

*The minimum interior side yard shall be zero (0) feet; provided, however, that the minimum spacing between primary buildings on adjacent lots is five (5) feet. No ground level architectural encroachments shall be permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into the required side yard a maximum of two (2) feet.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan, excepting modifications to minimum lot size, lot dimensions, and garage setback requirements, which may not be reduced.
- B. Parking. A minimum of two (2) enclosed spaces shall be provided per unit/lot. Tandem garages shall be permitted as the third enclosed parking space only. Side-entry garages shall not be permitted on lots narrower than 50 feet in width. Enclosures shall comply with all yard requirements.
- C. Fences and walls. Fences and walls shall be permitted within the front, side, and rear yard setback areas, except as provided below:
1. Fences may not be erected within either public or private street rights-of-way.
 2. Wherever fencing is visible from public view, the finished side of the fencing shall be exposed to public view.
 3. No fence or wall shall exceed six (6) feet in height, unless a higher wall is specifically required for sound attenuation purposes. The height of the fence or wall shall be measured from the highest ground level immediately adjacent to the base of the wall.
 4. In instances where a side or rear yard fence or wall is located adjacent to a public right-of-way, then the minimum fence height shall be six (6) feet as measured on the public right-of-way side.
 5. Privacy walls, if provided in side and rear yards, shall be a minimum of five and one-half (5½) feet in height.

6. In front yard setback areas, solid fences and walls shall not exceed 42 inches in height. Pilasters and columns may be provided up to six (6) feet in height.
7. All pool enclosure fencing shall conform to applicable State of California or City of Rialto pool code fencing requirements, whichever is more stringent.

Alley Loaded Detached

Land Use: Single-Family Residential 2
Type: Single-Family Detached
Density: 5-8 du/ac

Typical Building Plotting

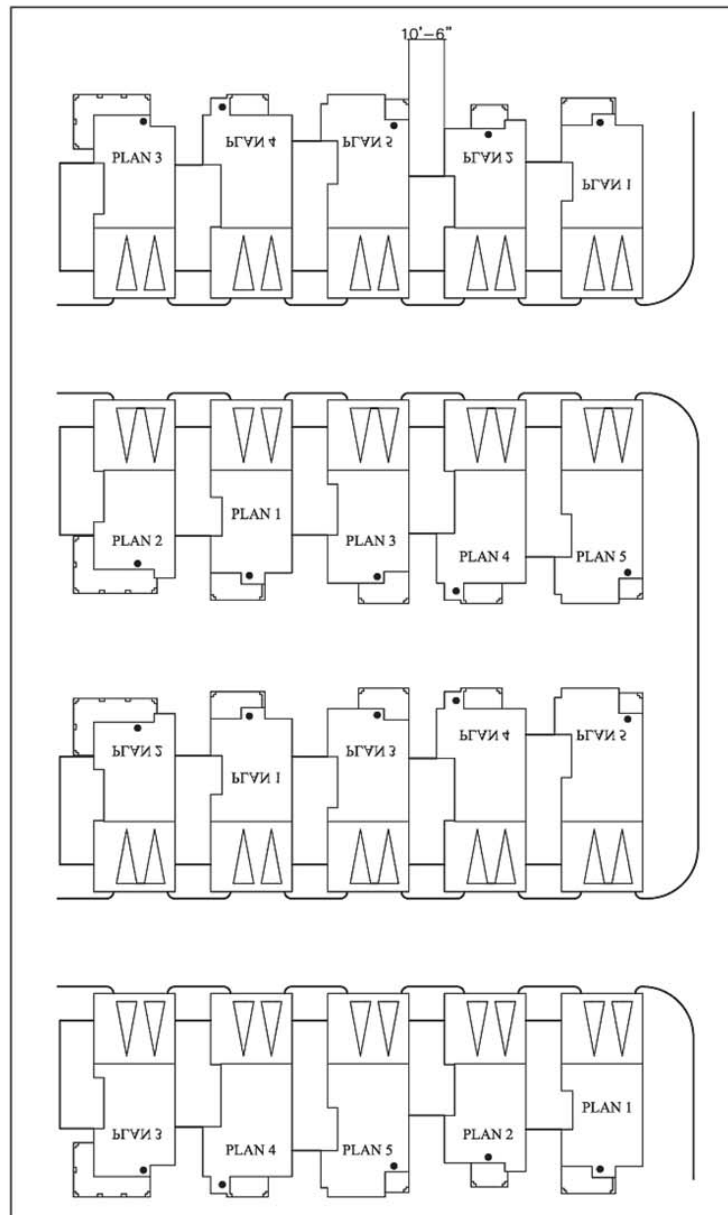


Figure 5-1a
Typical Alley Loaded Detached

Garden Court Detached

Land Use: Single-Family Residential 2
Type: Single-Family Detached
Density: 5-8 du/ac

Typical Building Plotting

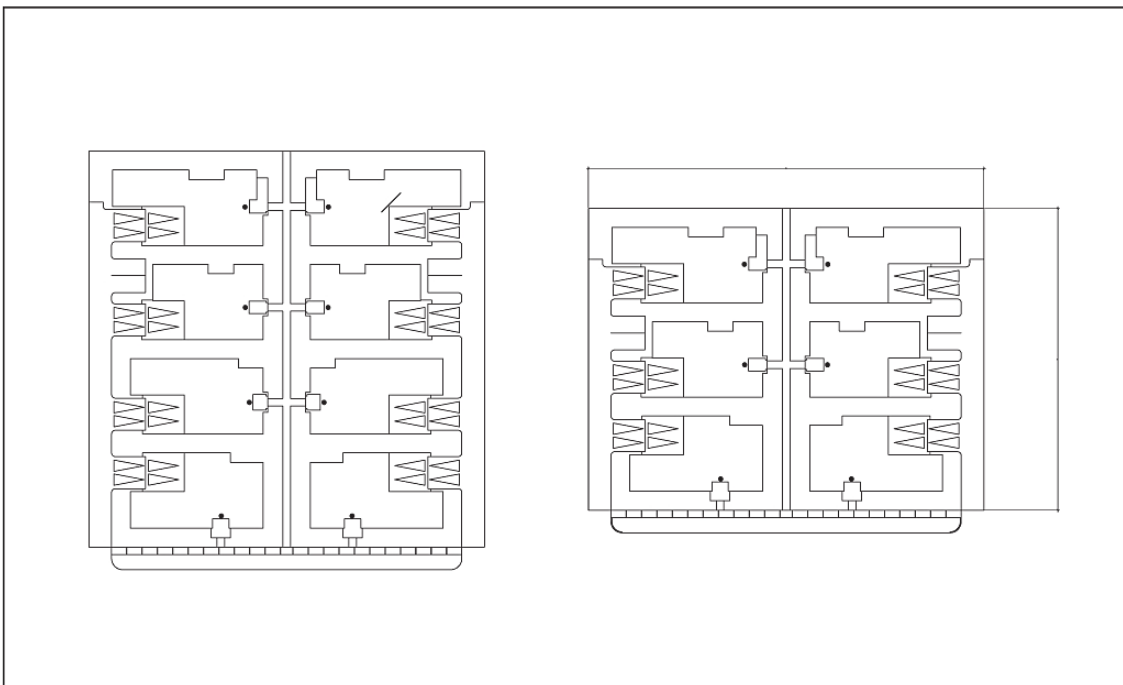


Figure 5-1b
Typical Garden Court Detached

Motor Courts

Land Use: Single-Family Residential 2
Type: Single-Family Detached
Density: 5-8 du/ac

Typical Building Plotting

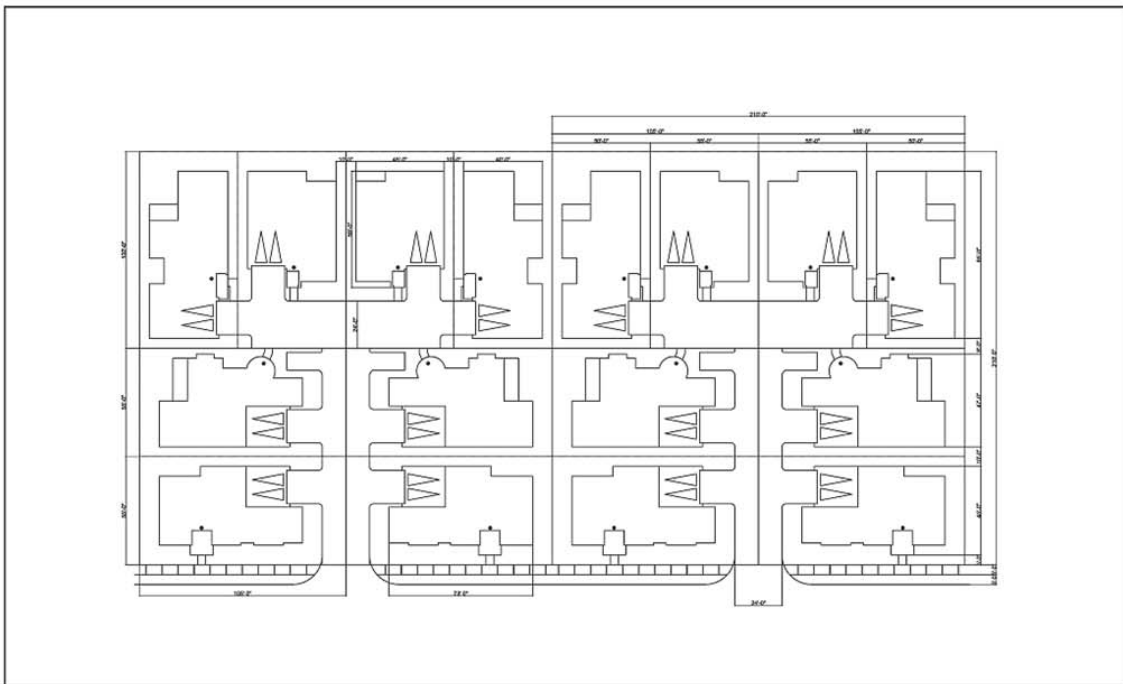


Figure 5-1c
Typical Motor Courts

5.6.3 SINGLE-FAMILY RESIDENTIAL THREE (SFR-3) – NEIGHBORHOODS I, III & IV

Development in this zone will consist of various type of detached and attached products including zero lot line housing. The following development standards shall apply in the Single-Family Residential Three (SFR-3) zones in Neighborhoods I, III, and IV. Tables 5-4 and 5-5 contain the SFR-3 development standards for Neighborhoods I, III, and IV. Exhibits 5-2a to 5-2d depict the typical product types permitted in the SFR-3 zone. Additional products types are permitted in the SFR-3 zone provided the maximum density does not exceed 14 dwelling units per acre.

**TABLE 5-4
SUMMARY DEVELOPMENT STANDARDS FOR SFR-3
(SINGLE-FAMILY RESIDENTIAL THREE) ZONE – NEIGHBORHOODS I, III & IV**

Residential Development Standards	SFR-3 Single-Family Detached	SFR-3 Alley Loaded Detached or Reverse Cluster Home*
Minimum development area	3 acres	3 acres
Minimum lot area per dwelling unit	2,000 sf	2,000 sf
Maximum dwelling units per net acre	14 du/ac	14 du/ac
LOT DIMENSIONS		
Minimum lot width	30 feet	30 feet
Minimum lot width for a flag lot, cul-de-sac, or knuckle at front property line (flag lots permitted for detached dwellings only)	25 feet	not applicable
Minimum lot depth	65 feet	65 feet
MAXIMUM BUILDING COVERAGE	80%	80%
SETBACKS		
Minimum front yard (to main building façade)	10 feet	5 feet
Minimum garage front yard setback	5 feet or less, or 18 feet or greater	not applicable
Minimum garage rear yard setback (for alley-loaded products)	not applicable	not applicable
Minimum corner side yard	5 feet**	5 feet**
Minimum interior side yard	5 feet / 0 feet ***	5 feet / 0 feet **
Minimum rear yard	none required	none required
MINIMUM SPACING BETWEEN MAIN BUILDINGS	5 feet	5 feet
MINIMUM PRIVATE OUTDOOR SPACE REQUIRED	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet
MAXIMUM HEIGHT	3 stories, not to exceed 45 feet in height	3 stories, not to exceed 45 feet in height
MINIMUM DWELLING UNIT SIZE	1,000 sf	1,000 sf

*A reverse cluster home development includes units with garages oriented to both streets and alleys.

**For corner lots, the minimum interior side yard shall be zero (0). No ground level encroachments are permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into the required corner side yard a maximum of two (2) feet; provided, however that the side yard is no less than five (5) feet in width.

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***The minimum interior side yard shall be five (5) on one side and zero (0) feet on the other side; provided, however, that the minimum spacing between primary buildings on adjacent lots is no closer than five (5) feet. No ground level encroachments are permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into the required side yard a maximum of two (2) feet.

**TABLE 5-5
SUMMARY DEVELOPMENT STANDARDS FOR SFR-3
(SINGLE-FAMILY RESIDENTIAL THREE) ZONE – NEIGHBORHOODS I, III & IV**

Residential Development Standards	SFR-3 Duplexes or Triplexes	SFR-3 Attached (Excluding Duplexes & Triplexes)
Minimum developable area	3 acres	3 acres
Minimum lot area	not applicable	not applicable
Maximum dwelling units per net acre	14 du/ac	14 du/ac
LOT DIMENSIONS		
Minimum lot width	85 feet	100 feet
Minimum lot width for a cul-de-sac, or knuckle at front property line	25 feet	none permitted
Minimum lot depth	90 feet	not applicable
MAXIMUM BUILDING COVERAGE		
	80%	75%
SETBACKS		
Minimum yard adjacent to street right-of-way (to main living area)	5 feet	10 feet
Minimum yard adjacent to street right-of-way (to front porch or deck)	0 feet	5 feet
Minimum garage setback	5 feet or less or 18 feet minimum from curb	not applicable
Minimum garage rear yard setback (for alley-loaded products)	not applicable	not applicable
Minimum corner side yard	5 feet*	not applicable
Minimum interior side yard	0 feet**	not applicable
Minimum rear yard	0 feet	not applicable
MINIMUM PRIVATE OUTDOOR SPACE REQUIRED	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet
MINIMUM BUILDING SPACING		
Minimum Spacing Between Main Buildings	10 feet	10 feet
Buildings Built with Front Entry to Front Entry	not applicable	20 feet
Building Side to Building Side	not applicable	10 feet
Buildings Built with Front Entry to Rear Entry	not applicable	20 feet
Buildings Built with Front Entry to Building Side	not applicable	20 feet***
Buildings Built with Rear Entry to Rear Entry	not applicable	20 feet
Minimum Distance Between Main and Accessory Buildings	10 feet	10 feet
MINIMUM SPACING BETWEEN GARAGES ON ALLEY		
Distance Between Opposite Main Buildings on Alleys with	28 feet	28 feet

Residential Development Standards	SFR-3 Duplexes or Triplexes	SFR-3 Attached (Excluding Duplexes & Triplexes)
Facing Garages		
Distance Between Opposite Main Buildings on Alleys without Facing Garages	28 feet	28 feet
MAXIMUM HEIGHT	3 stories, not to exceed 45 feet in height	3 stories, not to exceed 45 feet in height
MINIMUM DWELLING UNIT SIZE	1,000 sf	1,000 sf

*For corner lots, the minimum interior side yard may be zero (0). No ground level encroachments are permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into the required corner side yard a maximum of two (2) feet.

**No interior side yard is required.

***Porches and decks on front entry elevations may encroach up to 10 feet into required 20 foot spacing between buildings.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan, excepting modifications to minimum lot size, lot dimensions, minimum dwelling unit size, and garage setback requirements, which may not be reduced.
- B. Parking. A minimum of two (2) parking spaces shall be provided per unit/lot. At least one (1) of the spaces shall be enclosed in a garage. Tandem garages shall be permitted. Enclosures shall comply with all yard requirements.
- C. Guest parking. One guest parking space shall be provided for every five (5) dwelling units, or portion thereof. On-street parking for guest parking shall be permitted.
- D. Fences and walls. Fences and walls shall be permitted within the front, side, and rear yard setback areas, except as provided below:
1. Fences may not be erected within either public or private street rights-of-way.
 2. Wherever fencing is visible from public view, the finished side of the fencing shall be exposed to public view.
 3. No fence or wall shall exceed six (6) feet in height, unless a higher wall is specifically required for sound attenuation purposes. The height of the fence or wall shall be measured from the highest ground level immediately adjacent to the base of the wall.
 4. In instances where a side or rear yard fence or wall is located adjacent to a public right-of-way, then the minimum fence height shall be six (6) feet as measured on the public right-of-way side.
 5. Privacy walls, if provided in side and rear yards, shall be a minimum of five and one-half (5½) feet in height.

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6. In front yard setback areas, fences and walls shall not exceed 42 inches in height. Pilasters and columns may be provided up to six (6) feet in height.
7. All pool enclosure fencing shall conform to applicable State of California or City of Rialto pool code fencing requirements, whichever is more stringent.

Reverse Cluster

Land Use: Single-Family Residential 3
Type: Single-Family Detached
Density: 8-14 du/ac

Typical Building Plotting

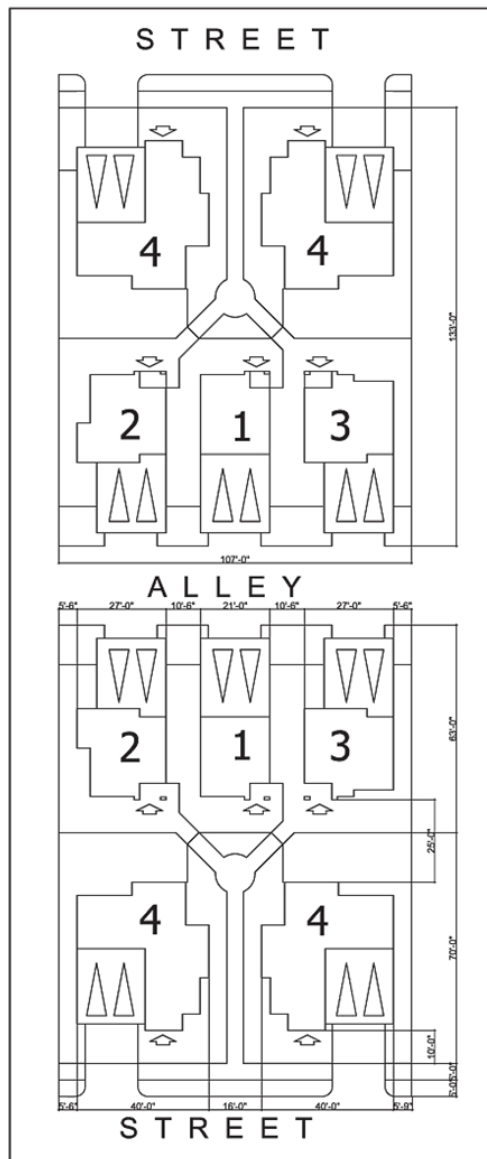


Figure 5-2a
Typical Reversed Cluster

Duplexes

Land Use: Single-Family Residential 3
Type: Single-Family Attached
Density: 8-14 du/ac

Typical Building Plotting

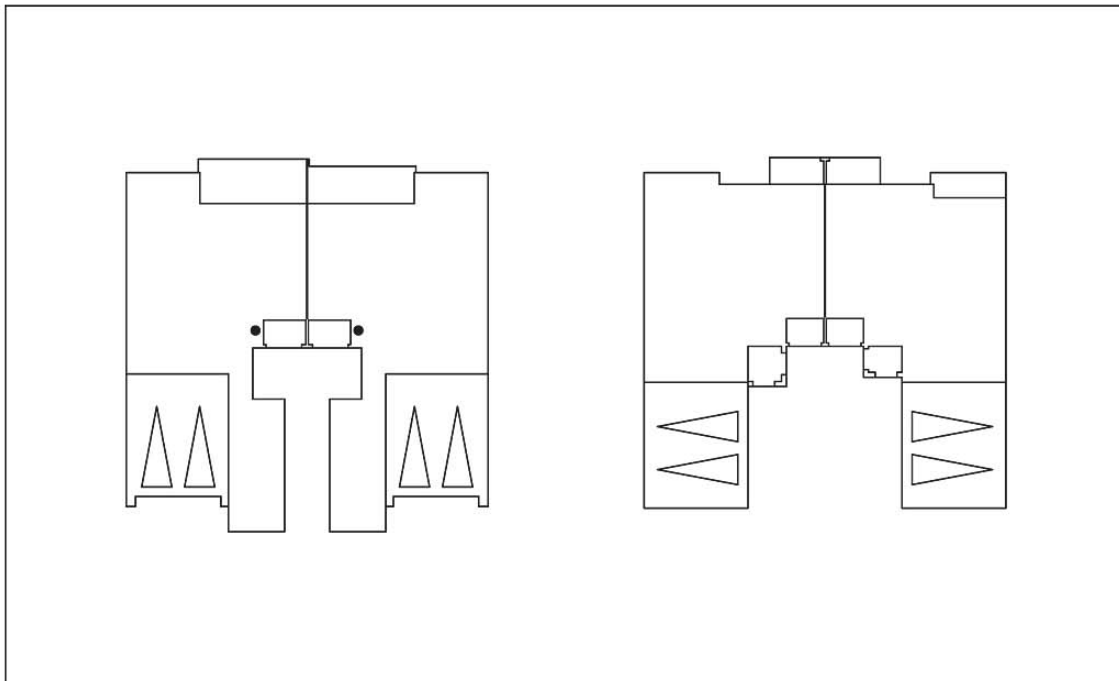


Figure 5-2b
Typical Duplexes

Manor Homes

Land Use: Single-Family Residential 3
Type: Single-Family Attached
Density: 8-14 du/ac

Typical Building Plotting

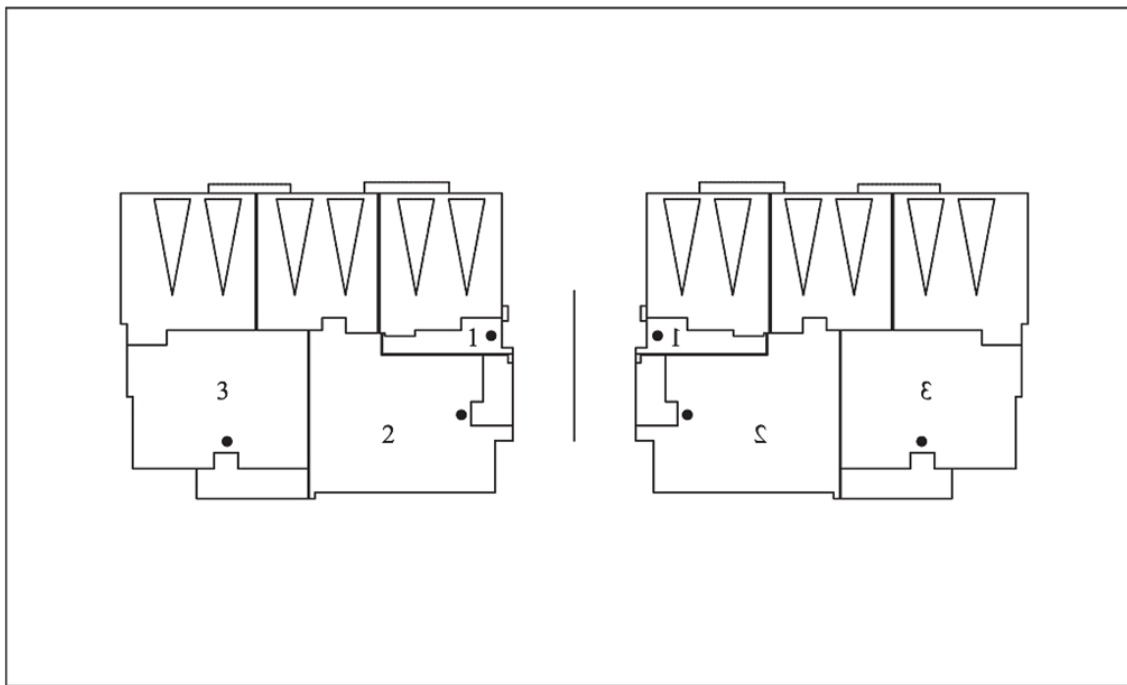
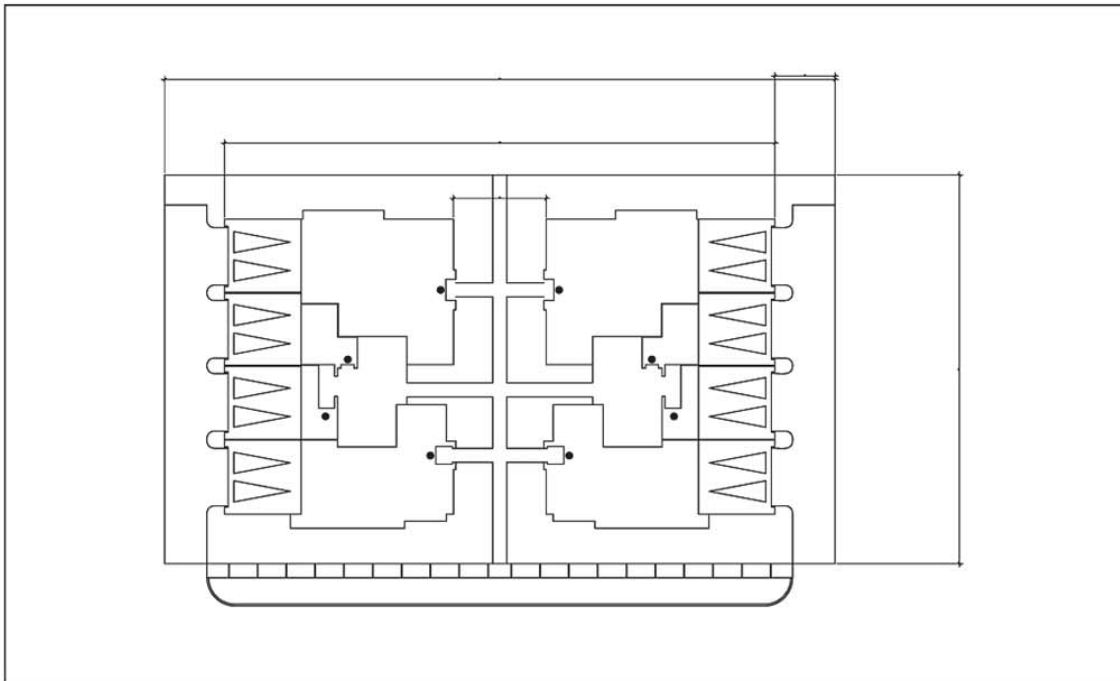


Figure 5-2c
Typical Manor Homes

Flats

Land Use: Single-Family Residential 3
Type: Single-Family Attached
Density: 8-14 du/ac

Typical Building Plotting



5.6.4 SINGLE-FAMILY RESIDENTIAL THREE (SFR-3) – NEIGHBORHOOD II ONLY

Development in this zone will consist of various types of detached and attached products including zero-lot-line housing. The following development standards shall apply in the Single-Family Residential Three (SFR-3) for Neighborhood II (Active Adult) only. Table 5-6 contains the SFR-3 Active Adult development standards for Active Adult uses. Exhibits 5-2a to 5-2d in this Specific Plan depict the typical product types permitted in the SFR-3 zone for Neighborhood II. Additional products types are permitted in the SFR-3 zone in Neighborhood II provided the maximum density does not exceed 14 dwelling units per acre.

**TABLE 5-6
SUMMARY DEVELOPMENT STANDARDS FOR SFR-3
(SINGLE-FAMILY RESIDENTIAL THREE) ZONE – NEIGHBORHOOD II ONLY**

Residential Development Standards	SFR-3 (Detached)	SFR-3 (Attached)
Minimum size of development area phase	3 acres	3 acres
Maximum dwelling units per net acre	14 du/ac	14 du/ac
LOT DIMENSIONS		
Minimum lot width	30 feet	not applicable
Minimum lot width for a flag lot, cul-de-sac, or knuckle at front property line (flag lots permitted for detached dwellings only)	20 feet	not applicable
Minimum lot depth	65 feet	not applicable
MAXIMUM BUILDING COVERAGE	80%	80%
SETBACKS		
Minimum setback from public or private street right-of-way	5 feet	5 feet
Minimum front yard (to main building façade)	5 feet	not applicable
Minimum garage front yard setback	5 feet or less or greater than 18 feet	not applicable
Minimum garage rear yard setback (for alley-loaded products only)	0 feet	not applicable
Minimum corner side yard	5 feet*	not applicable
Minimum interior side yard	5 feet / 0 feet **	not applicable
Minimum rear yard	not applicable	not applicable
Required Setback Adjacent to Off-site Residential Uses	15 feet	15 feet
MINIMUM BUILDING SPACING		
Minimum Spacing Between Main Buildings	10 feet	not applicable
Buildings Built with Front Entry to Front Entry	not applicable	20 feet
Building Side to Building Side	not applicable	10 feet
Buildings Built with Front Entry to Rear Entry	not applicable	20 feet
Buildings Built with Front Entry to Building Side	not applicable	20 feet***
Buildings Built with Rear Entry to Rear Entry	not applicable	20 feet
Minimum Distance Between Main and Accessory Buildings	not applicable	10 feet
MINIMUM SPACING BETWEEN GARAGES ON ALLEY		
Distance Between Opposite Main Buildings on Alleys with Facing Garages	28 feet	28 feet
Distance Between Opposite Main Buildings on Alleys without Facing Garages	28 feet	28 feet

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Residential Development Standards	SFR-3 (Detached)	SFR-3 (Attached)
MINIMUM PRIVATE OUTDOOR SPACE REQUIRED	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet	100 sf on the ground floor; 60 sf above ground floor with a minimum width of 6 feet
MAXIMUM HEIGHT	2 stories, not to exceed 30 feet in height	2 stories, not to exceed 30 feet in height
MINIMUM DWELLING UNIT SIZE	1,000 sf	850 sf

*For corner lots, the minimum interior side yard may be zero (0) feet. No ground level encroachments are permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into any required corner side yard a maximum of two (2) feet.

**The minimum interior side yard shall be five (5) feet on one side and zero (0) feet on the other side; provided, however, that the minimum spacing between primary buildings on adjacent lots is no closer than five (5) feet. No ground level encroachments are permitted. Roofs, eaves, cornices and other similar features located above the first floor may encroach into the required side yard a maximum of two (2) feet.

***Porches and decks on front entry elevations may encroach up to 10 feet into required 20 foot spacing between buildings.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan; provided, however, that lot sizes, lot dimensions, minimum dwelling unit size, and garage setbacks shall not be modified.
- B. Parking. A minimum of one (1) enclosed space shall be provided per unit/lot. One (1) additional space, either enclosed or unenclosed, shall be required per dwelling unit. This additional space may be in a driveway; provided, however, that the driveway extends a minimum of 18 feet from any sidewalk. Enclosures shall comply with all yard requirements. Tandem garages shall be permitted.
- C. Guest parking. One guest parking space shall be provided for every five (5) dwelling units, or portion thereof. On-street parking for guest parking shall be permitted.
- D. Fences and walls. Fences and walls shall be permitted within the front, side, and rear yard setback areas, except as provided below:
1. Fences may not be erected within either public or private street rights-of-way.
 2. Wherever fencing is visible from public view, the finished side of the fencing shall be exposed to public view.
 3. No fence or wall shall exceed six (6) feet in height, unless a higher wall is specifically required for sound attenuation purposes. The height of the fence or wall shall be measured from the highest ground level immediately adjacent to the base of the wall.

4. In instances where a side or rear yard fence or wall is located adjacent to a public right-of-way, then the minimum fence height shall be six (6) feet as measured on the public right-of-way side.
5. Privacy walls, if provided in side and rear yards, shall be a minimum of five and one-half (5½) feet in height.
6. In front yard setback areas, fences and walls shall not exceed 42 inches in height. Pilasters and columns may be provided up to six (6) feet in height.
7. All pool enclosure fencing shall conform to applicable State of California or City of Rialto pool code fencing requirements, whichever is more stringent.

5.6.5 MULTI-FAMILY RESIDENTIAL (MFR)

The multi-family residential zoning district is intended to provide for the development of attached residential developments. Typical housing types may include, but are not limited to, townhouses, stacked flats, motorcourts, courtyard homes, podium units, and apartments, with a density range of 14 to 28 dwelling units per acre. Table 5-7 provides a listing of the MFR development standards. Exhibits 5-3a to 5-3c depict typical product types permitted in the MFR zone. Additional products types are permitted in the MFR zone provided the maximum density does not exceed 28 dwelling units per acre.

**TABLE 5-7
SUMMARY DEVELOPMENT STANDARDS FOR MFR
(MULTI-FAMILY RESIDENTIAL) ZONE**

Residential Development Standards	MFR
Minimum size of development area phase	2 acres
Maximum number of dwelling units per net acre	28 du/ac
LOT DIMENSIONS	
Minimum lot width at front property line	not applicable
Minimum lot depth	not applicable
MAXIMUM BUILDING COVERAGE	70%
SETBACKS	
Required Setback Adjacent to Local, Collector or Arterial Street	5 feet
Required Setback Adjacent to Off-site Open Space	10 feet
Required Setback Adjacent to Off-site Residential Uses	15 feet
Required Setback Adjacent to Off-site Commercial, Office, or Light Industrial Use	25 feet
MINIMUM PRIVATE OUTDOOR SPACE (required for each dwelling unit)	
Ground Level (patio, deck or porch) – min. 8 foot width & min. 6 foot depth	60 sf
Outdoor Space Above Ground Level (balcony) – min. 6 foot width & min. 4 foot depth (Note: This standard applies to useable balconies only; there are no minimum dimensions for decorative balconies.)	48 sf
LANDSCAPE SETBACK	
Minimum Landscape Setback Adjacent to Local, Collector or Arterial Street	5 feet
Minimum Landscaped Setback When Located Adjacent to Off-site	5 feet

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Residential Development Standards	MFR
Residential Use	
MINIMUM BUILDING SPACING	
Buildings Built with Front Entry to Front Entry	20 feet
Building Side to Building Side	10 feet
Buildings Built with Front Entry to Rear Entry	20 feet
Buildings Built with Front Entry to Building Side	20 feet**
Buildings Built with Rear Entry to Rear Entry	20 feet
Minimum Distance Between Main and Accessory Buildings	10 feet
MINIMUM SPACING BETWEEN GARAGES ON ALLEY	
Distance Between Opposite Main Buildings on Alleys with Facing Garages	28 feet
Distance Between Opposite Main Buildings on Alleys without Facing Garages	28 feet
MINIMUM AVERAGE FLOOR AREA OF EACH DWELLING UNIT	
Bachelor and Studios	550 sf average
One Bedroom	650 sf average
Two Bedroom	850 sf average
Three Bedroom	1000 sf average
Four Bedroom	1200 sf average
MAXIMUM HEIGHT	3 stories, not to exceed 45 feet in height*

*Special architectural features, including, but not limited to, chimneys, towers, domes, cupolas, elevator penthouses, etc. shall be permitted up to 55 feet in height, and shall not exceed 15 percent of the roof area.

**Porches and decks on front entry elevations may encroach up to 10 feet into required 20 foot spacing between buildings.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan; provided, however, that lot sizes, lot dimensions, and garage setbacks shall not be modified.
- B. Either centralized laundry facilities, including washers and dryers, shall be installed in one or more central locations within each multi-family complex and hookups to accommodate washers and dryers shall be installed in each dwelling unit, or washers and dryers shall be installed in each unit. The project master developer or builder shall determine which option to implement on a case-by-case basis.
- C. Because this Specific Plan provides substantial public/common open space in proximity to the Multi-Family Residential (MFR) areas on-site in the form of parks, greenbelts, and the Grand Paseo, the amount of common open space required within each MFR planning area has been reduced accordingly from the existing City standard. The intent is to provide common open space within Lytle Creek Ranch where it is most useable and accessible to the public at-large. Exhibit A, below, depicts this approach. Therefore, each development shall provide a minimum of 100 square feet of common usable outdoor living area per residential dwelling unit (excludes

private balconies, patios, and yards). Public or private driveways, parking areas, required trash areas, or other areas designed for operational functions are not considered open space. The minimum dimensions for open space areas shall be twenty-five feet in each direction. Open space areas may include, but are not limited to, turf areas, landscaped areas, hardscaped areas (excluding parking areas and public/private driveways), gardens, sitting areas, game courts, swimming pools, spas, sauna baths, tennis courts, basketball courts, play lots, bocce ball courts, outdoor cooking areas, lawn bowling and other recreational uses. The gradient or slope of all required outdoor living space shall not be greater than five percent in any direction except when grade variations are used as landscape features which do not interfere with proper drainage of the site.

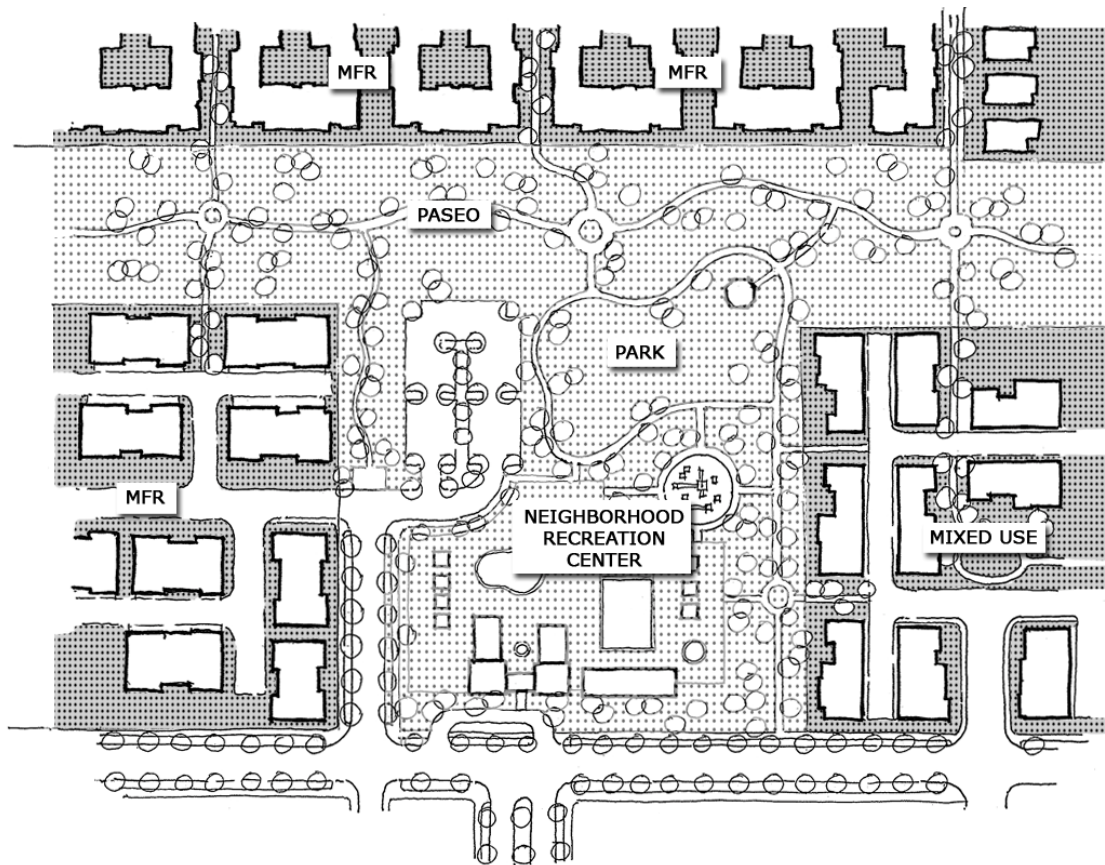


Exhibit A –Illustration Depicting Typical Relationship between Common Open Space in Private Residential Complexes and Public Open Space Areas within Lytle Creek Ranch

- D. The gradient or slope of all required outdoor living space shall not be greater than five percent in any direction except when grade variations are used as landscape features that do not interfere with proper drainage of the site.
- E. Open spaces created pursuant to the provisions of this chapter shall remain open and available for such use during the life of the development.

- F. A pedestrian circulation system shall be incorporated into the development design for the purpose of providing direct access to and from all individual dwelling units, trash storage areas, parking areas, recreational facilities, and all other outdoor areas. This system shall be developed with a combination of the following development standards:
1. A public sidewalk system shall be developed adjacent to all public streets and installed in accordance with City standards.
 2. The interior walkway system shall include pedestrian walks or paths. The minimum width of the interior pedestrian system shall be four feet. Walkway systems shall utilize materials such as concrete, brick, flagstone or other materials approved by the City.
- G. Trash collection areas should, in general, be located within two hundred feet of the furthest residential unit they are to serve. Consideration should be given to siting trash collection areas for convenient access, but with care given to avoid impacting important design features such as, but not limited to, entries, recreation areas, leasing offices, and clubhouses. Such units shall be constructed to City standards and situated so as to reduce noise and visual intrusion on adjacent units and properties.
- H. Parking. A minimum of 2.1 spaces shall be provided per unit/residential lot. A minimum of one parking space shall be provided in an enclosed garage. Tandem garages shall be permitted. Enclosures shall comply with all yard requirements.
- I. Lighting and Security Devices.
1. All exterior lighting shall be adequately controlled and shielded to prevent glare and undesirable illumination to adjacent properties or streets.
 2. The use of energy-conserving and vandal-resistant fixtures or lighting systems shall be given primary consideration.
 3. Each unit shall be provided with a solid core entry door(s) and equipped with a wide-angle peephole and deadbolt lock attached to the construction on studding.
- J. Fences and walls. Fences and walls shall be permitted within the front, side, and rear yard setback areas, except as provided below:
1. Fences may not be erected within either public or private street rights-of-way.
 2. Wherever fencing is visible from public view, the finished side of the fencing shall be exposed to public view.
 3. No fence or wall shall exceed six (6) feet in height, unless a higher wall is specifically required for sound attenuation purposes. The height of the fence or wall shall be measured from the highest ground level immediately adjacent to the base of the wall.

4. In instances where a side or rear yard fence or wall is located adjacent to a public right-of-way, then the minimum fence height shall be six (6) feet as measured on the public right-of-way side.
5. Privacy walls, if provided in side and rear yards, shall be a minimum of five and one-half (5½) feet in height.
6. In front yard setback areas, solid fences and walls shall not exceed 42 inches in height. Pilasters and columns may be provided up to six (6) feet in height.
7. All pool enclosure fencing shall conform to applicable State of California or City of Rialto pool code fencing requirements, whichever is more stringent.

Motor Court Townhomes

Land Use: Multi-Family Residential
Type: Multi-Family Attached
Density: 14-28 du/ac

Typical Building Plotting

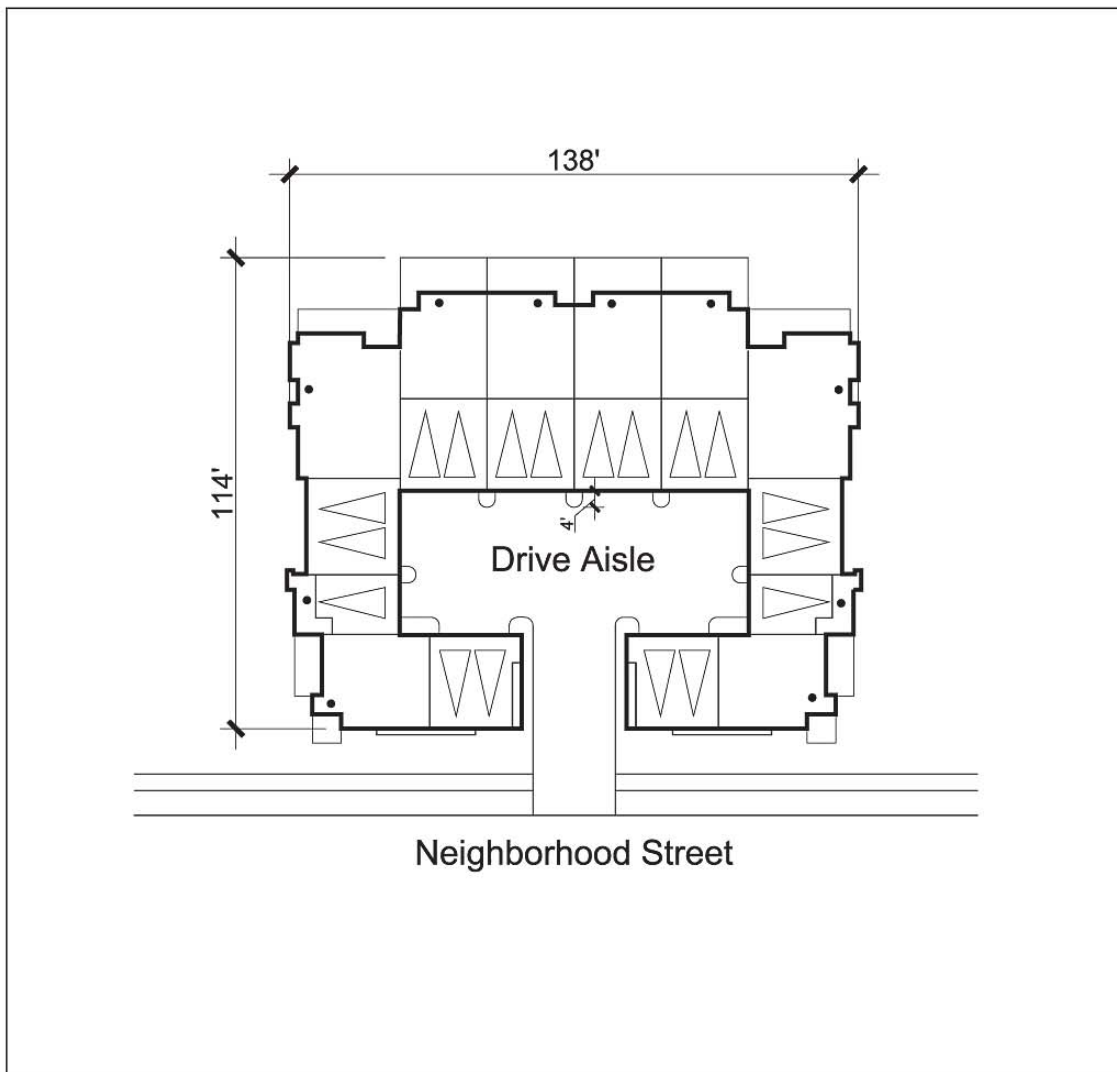


Figure 5-3a
Typical Motor Court Townhomes

Mansionette Condos

Land Use: Multi-Family Residential
Type: Multi-Family Attached
Density: 14-28 du/ac

Typical Building Plotting

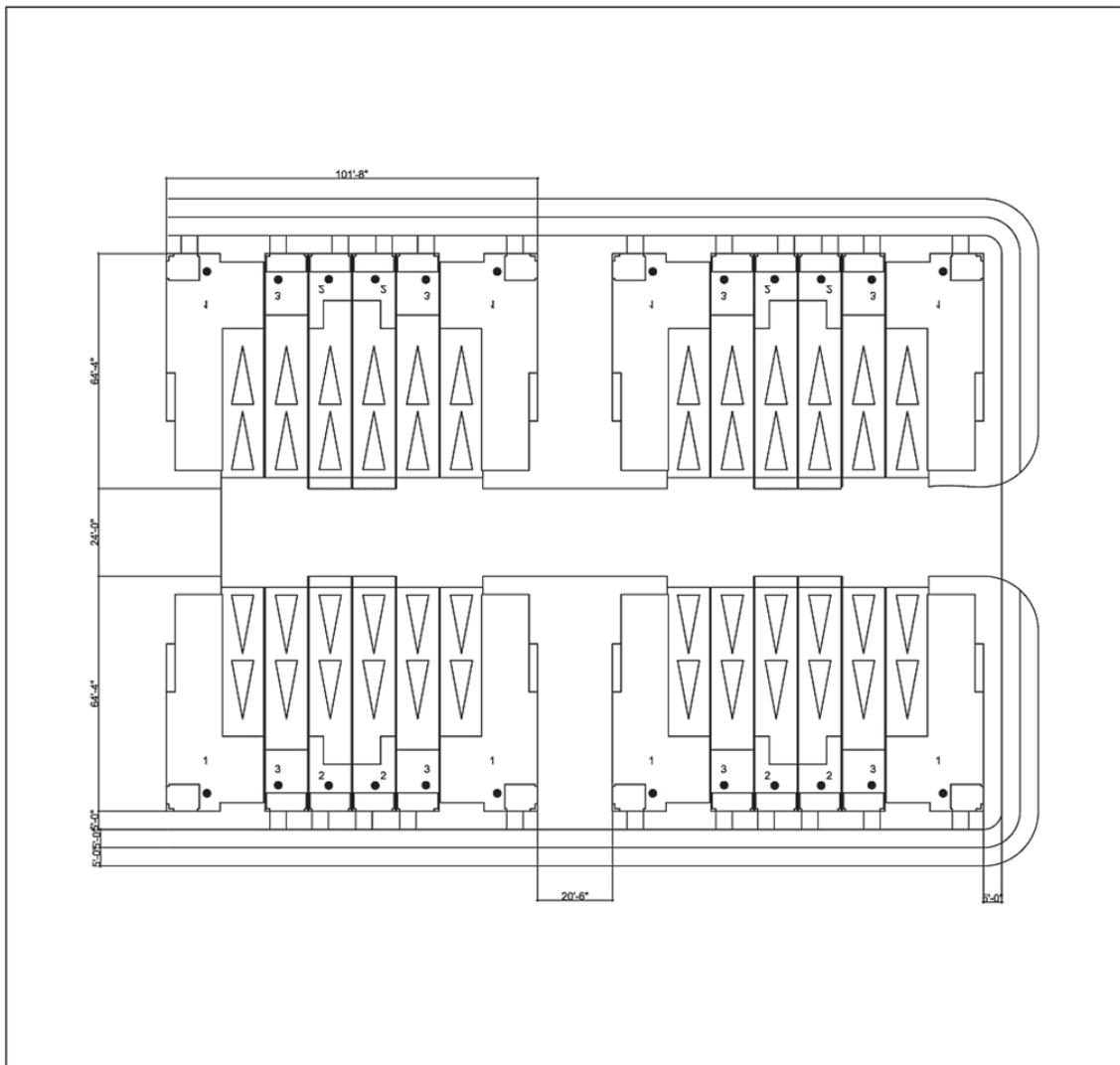


Figure 5-3b
Typical Mansionette Condos

11-Plex Garden Court

Land Use: Multi-Family Residential
Type: Multi-Family Attached
Density: 14-28 du/ac

Typical Building Plotting

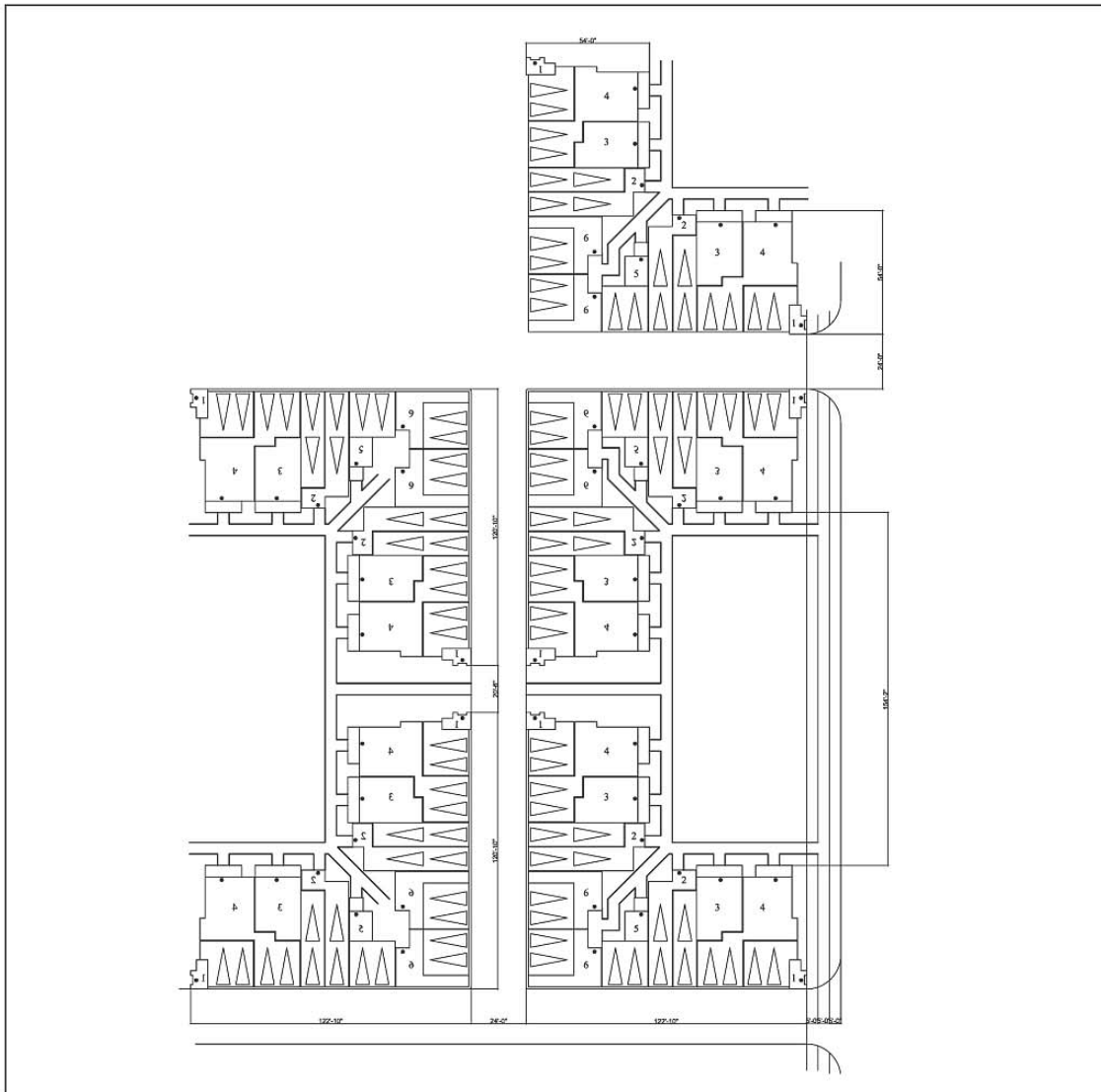


Figure 5-3c
Typical 11-Plex Garden Court

5.6.6 HIGH DENSITY RESIDENTIAL (HDR)

The High Density Residential zoning district standards shall be the same as the standards for the Multi-Family Residential zoning district contained in Table 5-7, with the following differences:

- 1) The density range shall be 25 to 35 dwelling units per acre; and
- 2) The maximum building height shall be 55 feet.

Typical housing types may include, but are not limited to, condominiums, stacked flats, podium units, and apartments.

5.6.7 VILLAGE CENTER COMMERCIAL (VC)

The Village Center Commercial zoning district allows a mixture of uses including, but not limited to, retail commercial, office and business park, and medical/dental uses. No residential development is permitted within the VC zoning district. Table 5-8 contains the VC development standards.

**TABLE 5-8
SUMMARY DEVELOPMENT STANDARDS FOR VC
(VILLAGE CENTER COMMERCIAL) ZONE**

Village Center Commercial Development Standards	VC
Minimum size of development area phase	2 acres
Maximum floor area ratio	1.5 FAR*
LOT DIMENSIONS	
Minimum lot width at front property line	not applicable
Minimum lot depth	not applicable
MINIMUM LANDSCAPE SETBACK	
Minimum landscape setback along public streets (measured from right-of-way)	10 feet
MINIMUM BUILDING SPACING	
Buildings Built with Front Entry to Front Entry	20 feet
Building Side to Building Side	10 feet
Buildings Built with Front Entry to Rear Entry	20 feet
Buildings Built with Front Entry to Building Side	20 feet
Buildings Built with Rear Entry to Rear Entry	20 feet
Minimum Distance Between Main and Accessory Buildings	10 feet
MAXIMUM HEIGHT	3 stories, not to exceed 55 feet in height; provided that building heights up to 60 feet are permitted in Planning Area 78 only**

*FAR calculations do not include structured parking.

**Special architectural features, including, but not limited to, chimneys, towers, domes, cupolas, elevator penthouses, etc. shall be permitted up to 65 feet in height, and shall not exceed 15 percent of the roof area.

- A. The City's Development Review Committee (DRC) may approve modifications to these standards up to 15 percent for innovative and quality designs that meet the intent of the provisions of this Specific Plan.

- B. Parking. Off-street parking shall be required pursuant to Section 18.58 of the Rialto Zoning Code, unless a shared parking analysis is prepared by a qualified traffic engineer and approved by both the Director of Development Services and the City Traffic Engineer, in which case reductions in the amount of required parking may be allowed. Any shared parking analysis may be subject to CEQA.
- C. Lighting and Security Devices.
1. All exterior lighting shall be adequately controlled and shielded to prevent glare and undesirable illumination to adjacent properties or streets.
 2. The use of energy-conserving and vandal-resistant fixtures or lighting systems shall be given primary consideration.

5.6.8 SINGLE FAMILY RESIDENTIAL (SFR) OVERLAY

The development standards for the Single-Family Residential Overlay shall be as follows:

- 1) For developments with residential densities of 2 to 5 du/ac, the SFR-1 zone district development standards shall apply (see Table 5-2, Summary Development Standards for SFR-1 Zone);
- 2) For developments with residential densities of 5 to 8 du/ac, the SFR-2 zone district development standards shall apply (see Table 5-3, Summary Development Standards for SFR-2 Zone); and
- 3) For developments with residential densities of 8 to 14 du/ac, the SFR-3 zone district development standards shall apply (see Tables 5-4 to 5-6, Summary Development Standards for SFR-3 Zone).

5.6.9 HIGH DENSITY RESIDENTIAL (HDR) OVERLAY

The development standards for the High Density Residential Overlay shall be the same as the standards for the Multi-Family Residential zoning district contained in Table 5-7, with the following differences:

- 1) The density range shall be 25 to 35 dwelling units per acre; and
- 2) The maximum building height shall be 55 feet.

Typical housing types may include, but are not limited to, condominiums, stacked flats, podium units, and apartments.

5.6.10 OPEN SPACE AND RECREATION (OS/R)

The Open Space and Recreation (OS/R) Zone is intended to promote a wide range of public and private recreational uses in the Lytle Creek Ranch community. The development standards in this zone apply to both “Open Space/Recreation” and “Open Space/Joint-Use” zones. These uses include community facilities, recreation centers and buildings, golf courses, health clubs, public parks and recreation areas, sports parks, swimming pools, and other outdoor athletic facilities and similar recreational uses. In addition, this zone allows for low intensity, passive recreational purposes and related uses such as trails, picnic areas, bicycle paths, gardens, and sitting areas.

5.6.11 OPEN SPACE (OS)

Open Space Zone (OS). The Open Space Zone is intended for those lands that should remain in a natural state as much as feasible without intrusions from active recreational uses. Improvements may be made to these areas to allow for safe limited public access or for control of erosion, geologic stability, flood control, habitat enhancement, or other public safety purposes. The construction of buildings or other structures is not permitted.

5.6.12 DEVELOPMENT STANDARDS FOR WATER WELLS

The following development standards shall apply to all water well sites located or constructed within the Lytle Creek Ranch Specific Plan area:

- A. A minimum six foot high solid block wall shall be constructed on all sides of the water well site with a gate provided on one side for access. The gate shall be constructed of wrought iron or other decorative metal.
- B. Well sites shall be covered with concrete tile roofs.
- C. All utilities shall be installed underground.
- D. The construction of each structure shall incorporate feasible and appropriate sound attenuation measures to mitigate potential noise impacts.
- E. The well facilities shall be designed and constructed to match or complement the architectural styles of adjacent development.

5.6.13 SIGNAGE AND ADVERTISING STRUCTURES REQUIREMENTS (ALL DISTRICTS AND ZONES)

Signs and advertising structures shall be regulated by Chapter 18.102 of the Rialto Municipal Code; provided, however, that the following signs shall be permitted in addition to the signs permitted by Chapter 18.102 of the Municipal Code:

- A. One freestanding up to 90 feet in height shall be allowed in each of the following planning areas: Planning Areas 23, 25, 27, 31, and 33. Additional height may be allowed

by the City subject to a “hang test.” Each sign may be double-sided. The signage portion of the structure shall not exceed 2,000 square feet in area (total, both sides). The sign may be internally or externally illuminated or a combination of both internally and externally lighting. These additional signs shall be reviewed and approved by the City of Rialto’s Development Review Committee.

- B. Billboards and electronic billboard-type signs shall be permitted within 400 feet of any State Route, Interstate Highway, or Freeway, subject to issuance of a Conditional Development Permit by the City of Rialto pursuant to the provisions of Chapter 18.66 of the City’s Zoning Code.

5.6.14 WALL AND FENCE STANDARDS (ALL ZONES)

- A. Chain link fencing is prohibited in Lytle Creek Ranch, except as temporary construction fencing or if used on school sites, sports fields, or playgrounds. Walls and fences around parks, schools, and playgrounds are permitted by right up to a height of eight (8) feet; provided that wall and fence heights up to twelve (12) feet may be permitted on a case-by-case basis subject to approval by the Parks Department and Community Development Department (no Variance or Conditional Development Permit required).
- B. Fences along Lytle Creek shall be constructed of wrought iron or tubular steel and shall be a minimum of six feet in height. The purpose of this fence is to discourage humans and animals from entering the Lytle Creek Wash. Actual height of the fences along Lytle Creek Wash shall be determined in consultation with the City of Rialto and the appropriate resource agencies.
- C. All new single-family residential development will be required to install minimum five and one-half (5½) foot block walls, wrought iron or tubular steel fencing, vinyl fencing, or combination walls and fences (including walls with glass inserts to allow for views) along the side, rear and street side of the property line, except for alley loaded products or where other design considerations make constructing a wall impractical, unnecessary, or undesirable. Wherever a question arises as to whether or not a wall shall be provided on side or rear yards, the builder shall make the final determination as to whether or not a wall shall be required.
- D. This Specific Plan permits, but does not require, residential walls and fences to extend up to ten (10) in height where such walls abut mining operations or other light industrial, manufacturing, warehousing, or similar use. The builder and project master developer shall determine the final wall height.

- E. Where required for sound attenuation purposes, residential walls anywhere within Lytle Creek Ranch may exceed the permitted maximum heights, subject to a sound attenuation study.

5.6.15 OFF-STREET PARKING REQUIREMENTS (APPLIES TO ALL DISTRICTS AND ZONES WITHIN THE LYTLE CREEK RANCH SPECIFIC PLAN)

Except as otherwise provided for in this chapter, parking shall be required pursuant to Section 18.58.010 of the Rialto Municipal Code; provided, however, that a reduction in the number of required parking spaces may be approved for any Village Center Commercial development by the Director of Development Services and the City Traffic Engineer pending approval of a shared parking analysis by a qualified Traffic Engineer. CEQA review may be required. Good site design can minimize the need for large parking lots and expansive areas of parking.

LYTLE CREEK RANCH
SPECIFIC PLAN

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6.0 ADMINISTRATION AND IMPLEMENTATION

6.1 PURPOSE AND INTENT

The City of Rialto shall administer the provisions of the Lytle Creek Ranch Specific Plan in accordance with the State of California Government Code, Subdivision Map Act, the Rialto General Plan, the City of Rialto Municipal Code, and other applicable State and City regulations. The Specific Plan development procedures, regulations, standards, and specifications shall supersede the relevant provisions of the City's Municipal Code, as they currently exist or may be amended in the future. Any development regulation and building requirement not addressed in the Specific Plan shall be subject to the City's adopted codes and regulations. Where there is a question of interpretation, the City's Planning Division shall make a determination as to the intent of any disputed clause, paragraph, section, or development standard. Said determination shall be judged to be final.

6.2 DEVELOPMENT PHASING

The project will be built-out in four phases or neighborhoods (Neighborhoods I, II, III, and IV), with build-out occurring by 2030 or as required by an approved development agreement. It is anticipated that construction will begin in Neighborhood I, followed by development in Neighborhoods II and III. Neighborhood IV will likely be the final neighborhood to be developed. These phases may occur either sequentially or concurrently with one another and the phasing is subject to change in response to market conditions and demands. Please refer to Figure 12-1, Development Phasing.

The project master developer shall have the right to alter the project phasing program at any time; provided, however, that notice of the phasing change shall be provided in writing to the City's Planning Division within thirty (30) calendar days of the change. In addition, the project phasing may be altered subject to approval by the affected City departments and revisions to the Development Agreement as deemed necessary or appropriate.

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Figure 6-1
Phasing Plan

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6.3 FINANCING

Several types of financing strategies and tools are available for financing master planned communities such as Lytle Creek Ranch. It is anticipated that the project will build-out using a variety of these strategies and tools including, but not limited to, the following:

6.3.1 MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

The Mello-Roos Act enables cities, counties, special districts, and school districts to establish community facilities districts and to levy special taxes to fund a variety of facilities and services required by a specific plan. A Mello-Roos tax can be applied to the planning and design work directly related to the improvements being financed and may also fund services on a pay-as-you-go basis including police and fire protection, ambulances, flood protection, recreational programs, parks, and schools.

6.3.2 SPECIAL ASSESSMENT DISTRICTS

Special assessment districts, such as the Lighting and Landscape Maintenance Act of 1972, the Municipal Improvement Act of 1913 and the Improvement Bond act of 1915, provide methods of leveraged financing whereby a public entity determines an area in which the provision of facilities will benefit real property. One or more special assessment districts may be created for the Lytle Creek Ranch project to cover improvements such as landscaping and lighting. This financing tool can be used for public improvements that directly benefit specific properties that are assessed to pay for the improvements at no risk to public agency general funds.

6.3.3 IMPACT FEES AND EXACTIONS

Impact fees and exactions are another tool for paying for new development resulting from increased population or demand for services. The master developer for Lytle Creek Ranch will negotiate with the City of Rialto to determine appropriate fees and exactions, which shall be identified in a Development Agreement.

6.3.4 DEVELOPER FUNDING

In certain instances, funding for on-site facilities may be tied directly to the Lytle Creek Ranch project. The developer may pay a fair share portion of the facility in exchange for development rights. On-site local streets, utility connections from the main trunk lines, and drainage facilities are typical examples of facilities that may be funded by the developer. Such improvements will usually be required concurrent with the project development.

6.3.5 INFRASTRUCTURE FINANCING

- A. The local storm drain system shall be funded and constructed by the developer. The cost of the local system shall be borne by the developer without fee credits.
- B. The regional storm drain system and flood control improvements associated with Lytle Creek shall be funded and constructed by a Community Facilities District or other similar mechanism.
- C. The backbone water facilities and infrastructure shall be owned, operated, and serviced by the West Valley Water District (West San Bernardino County Water District). The fair share cost of designing and constructing the water system shall be borne by the developer.
- D. The backbone sewer facilities and infrastructure shall be owned and operated by the City of Rialto. The fair share cost associated with designing and constructing the sewer system shall be borne by the developer. The package treatment plant constructed as part of the Rosena Ranch project is expected to handle the waste from this proposed project as well.
- E. Telephone, electricity, gas lines, and cable television lines shall be installed and maintained by the appropriate utility companies.
- F. Roadway and parking lot improvements (the timing and responsibility for construction / funding of which shall be negotiated between the City of Rialto and the project master developer), shall occur in accordance with the adopted Development Agreement between the City of Rialto and project master developer.
- G. The Master Homeowner's Association or other private association or Landscape and Lighting District shall be responsible for installation, maintenance, and upkeep of all common landscape areas, hardscape areas, and irrigation systems within the Specific Plan area.
- H. All regional trails shall be the responsibility of the City of Rialto or other public entity to design, fund, construct, and maintain.
- I. All bicycle trails shall be the responsibility of the project master developer to design, fund, construct, and maintain.
- J. All necessary infrastructure (e.g., roads, sewers, water lines, storm drains, drainage improvements, etc.) shall be phased and installed concurrently with development.

6.4 MAINTENANCE RESPONSIBILITIES

Successful operation of maintenance districts and associations are important in ensuring that the project area is well-maintained. Maintenance responsibilities for parks, right-of-way, open space, landscape areas, street lighting, and common project facilities will be divided among a Master Homeowners Association, possible Neighborhood Associations, Community Services District, a Mello-Roos Community Facilities District, Landscape and Lighting Districts, or similar financing mechanism. Decisions regarding this joint assessment program will be made at a future state of project design and reviewed in concert with City agencies.

6.4.1 MASTER HOMEOWNERS ASSOCIATIONS

If not included within a Community Development District, Community Facilities District, Landscape and Lighting District, or other similar public maintenance mechanism, common areas identified in the Specific Plan shall be maintained by a permanent private master maintenance organization. Areas of responsibility shall include, but not be limited to, landscaped parkways, open space, parks, paseos, trails, mini parks, and private recreation areas.

6.4.2 RESIDENTIAL NEIGHBORHOOD ASSOCIATIONS

In certain residential areas of the project, smaller associations may be formed to assume maintenance responsibility for common areas and facilities that benefit only residents in those areas. Potential private recreation centers, common open space areas, and potential private roadways exemplify facilities that would come under the jurisdiction of a neighborhood association.

6.4.3 VILLAGE CENTER COMMERCIAL MAINTENANCE ASSOCIATIONS

Any Village Center Commercial planning areas may include their own private association(s).

6.4.4 OPEN SPACE AND PARKS MAINTENANCE ASSOCIATIONS

All open space, parks, mini parks, and recreation areas, which are not directly associated with a particular neighborhood, will be the responsibility of a Master Homeowners' Association, Community Facilities District, or other private entity. The joint-use parks within Lytle Creek Ranch shall be maintained by a Master Homeowner's Association, Community Facilities District, or the Rialto Unified School District.

6.4.5 PROJECT ROADWAYS MAINTENANCE

All public project roadways will be designed and constructed to standards acceptable to the City and will therefore be entered into the City of Rialto's system of roads for operation and

maintenance. Private roads will be the responsibility of either the Master Homeowner's Association or other private maintenance association.

6.5 SPECIFIC PLAN ADMINISTRATION AND IMPLEMENTATION

This Specific Plan shall generally be enforced in a manner identical to the prevailing City of Rialto procedure(s) to enforce the provisions of the zoning and subdivision codes. The City of Rialto Development Services Department shall enforce the site development standards and design guidelines set forth herein, in accordance with the State of California Government Code, Subdivision Map Act, the Rialto General Plan, and the Rialto Municipal Code. The development procedures, regulations, standards, and specifications contained in this adopted Specific Plan shall supersede the relevant provisions of the City's Municipal Code, as they currently exist or may be amended in the future.

6.5.1 COMPLIANCE WITH THE ADOPTED SPECIFIC PLAN

The City of Rialto shall monitor compliance with the adopted Specific Plan and mitigation measures at these stages, as appropriate:

- A. During the review and approval of tentative tract maps, subsequent conditional development permits, and use permits.
- B. During the review of working drawings, and prior to the issuance of grading or building permits.
- C. Prior to the issuance of a certificate of occupancy for any building within the specific plan area.
- D. Prior to the recordation of any parcel map or final map within the Specific Plan boundaries.

6.5.2 IMPLEMENTING DEVELOPMENT APPLICATIONS

Table 6-1, Implementing Development Applications, is designed to clarify the process of entitlement through the City of Rialto for various applications and actions.

**Table 6-1
Implementing Development Applications**

Proposed Improvements	Action Required By				
	Transportation Commission	DRC	Director of Development Services	Planning Commission	City Council
Development Transfer Between Planning Areas		■	■		
Specific Plan – Ministerial Changes		■	■		
Specific Plan – Minor Adjustments		■	■	■	
Specific Plan – Major Amendment	■	■	■	■	■
Precise Plan of Design (Design Review)		■	■		
Development Agreement					■
Tentative Map(s) or Parcel Map(s)		■	■	■	

The following administrative standards apply to the implementation of future development applications (including plot plans, tract maps, parcel maps, conditional use permits, or variances) for projects within the Specific Plan area.

- A. No development shall occur or building permits issued within the adopted Specific Plan area until the proposed development is reviewed by the City’s Development Review Committee and found to be consistent with the adopted Specific Plan. Criteria for review and approval of proposed development shall include, but not be limited to the following:
1. Conformance with the land use designation;
 2. Conformance with the specific development standards, goals, and policies of the Specific Plan; and
 3. Conformance with the intended density of the zone of the site.

- B. Future development within the Specific Plan area shall require individual project review and analysis including General Plan and Specific Plan consistency and environmental analysis, according to the provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines.
- C. Future tentative or parcel maps and site plan review documents shall be consistent with the Specific Plan.
- D. Building permits for dwelling units shall be issued when a final subdivision map has been recorded. Permits may be issued for model units prior to final map recordation subject to the Subdivision Map Act and Development Code.
- E. Specific lotting designs and residential dwelling unit types for each planning area shall be determined at the time of individual implementing site design or subdivision proposals. Residential lot sizes, densities, and housing types may vary within each planning area so long as the number of units in the planning area does not exceed that allowed by this Specific Plan.
- F. The Rialto Unified School District is the lead agency for all environmental and entitlement processes related to schools within Neighborhood III of Lytle Creek Ranch. Any additional review and approval through the Specific Plan process shall not be required.

6.5.3 SPECIFIC PLAN INTERPRETATIONS

In instances where any section, subsection, sentence, clause, phrase, portion, or word contained within this specific plan is undefined, unclear, or vague, then the Director of Development Services shall make a determination as to its meaning and intent. All determinations shall be held to be final. At his or her discretion, the Director of Development Services may forward an item requiring interpretation to the Planning Commission for determination. In addition, any decision by the Planning Commission may be appealed to the City Council for final determination. All decisions by the City Council shall be deemed final.

6.5.4 SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this specific plan, or any future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this specific plan, or any future amendments or additions hereto. The City hereby declares that it would have adopted these requirements and each sentence, subsection, clause, phrase, or portion or any future amendments or additions thereto, irrespective of the fact that any one or more sections, subsections, clauses, phrases, portions or any future amendments or additions thereto may be declared invalid or unconstitutional.

6.6 SPECIFIC PLAN MODIFICATIONS AND AMENDMENTS

6.6.1 DWELLING UNIT OR INTENSITY ADJUSTMENTS

This Specific Plan provides development flexibility by allowing for permitted shifts of dwelling units between planning areas and neighborhoods over the life of the Specific Plan. Any unused dwelling units or retail/commercial square footage within Lytle Creek Ranch may be transferred into other planning areas or neighborhoods within Lytle Creek Ranch; provided, however, the specific conditions are met. Transfer and adjustment of residential units and retail/commercial development shall be permitted to occur within the Specific Plan area as described in Section 3.2.4 of this Specific Plan.

6.6.2 MINISTERIAL CHANGES

Ministerial changes are modifications which are in substantial conformance with the Specific Plan as they relate to development standards or design guidelines. Ministerial changes shall be reviewed first by the City's Development Review Committee (DRC), then shall be forwarded to the Director of Development Services for final determination. Ministerial changes shall constitute the following:

- A. Minor revisions to the circulation plan related to ingress and egress locations.
- B. Minor modifications to the architectural or landscape design guidelines.
- C. Revisions to approved grading, water, sewer, or drainage plans.
- D. Revisions to phasing plans.

6.6.3 MINOR ADJUSTMENTS TO THE SPECIFIC PLAN

Minor adjustments to the plans, guidelines, regulations, and standards contained in the Lytle Creek Ranch Specific Plan may be approved at the discretion of the Director of Development Services; provided, however, that such deviations are deemed to be in substantial conformance with the Specific Plan and are not detrimental to the public health, safety, and welfare. Modifications to the adopted Specific Plan must be consistent with the purpose and intent of the originally approved Specific Plan.

The following modifications constitute "minor adjustments" to the approved Lytle Creek Ranch Specific Plan and may be approved without amending the Specific plan subject to a recommendation by the City's Development Review Committee (DRC) to the Director of Development Services with final determination made by the Planning Commission. Minor adjustments include modifications that do not change the meaning or intent of the Specific Plan.

- A. Density or dwelling unit transfers between planning areas that are originally designated for residential land uses or with a residential overlay designation provided that the entire Lytle Creek Ranch Specific Plan area does not exceed 8,407 dwelling units.
- B. Minor changes to the design of the roadway cross-sections, provided that the streets have adequate capacity to handle the anticipated volumes of traffic and the design changes are recommended by the City's Traffic Engineer.

6.6.4 SPECIFIC PLAN AMENDMENTS

Specific Plan Amendments, also referred to as major amendments, are modifications or amendments that change the intent, provisions, or development standards of the Specific Plan.

- A. Major amendments shall constitute the following:
 - 1. Modifications to the Specific Plan boundaries.
 - 2. Amendments to any planning area that would change the originally approved land use designation.
 - 3. Amendments to the Specific Plan that would result in an amendment to the City's Adopted General Plan.
 - 4. Amendments to an approved Development Agreement.
- B. The project master developer, project owner, or any project merchant builder shall have the authority to initiate an amendment to the adopted Specific Plan at any time. No authorization by City staff, the Planning Commission, or the City Council shall be necessary to initiate a Specific Plan Amendment.
- C. Said amendment shall not require a concurrent General Plan Amendment unless it is determined by the City of Rialto that the proposed amendment would substantively affect the General Plan goals, objectives, policies, or programs for the Lytle Creek Ranch Specific Plan area.
- D. All Specific Plan Amendments shall be subject to the requirements of the California Environmental Quality Act (CEQA) of 1970 and any applicable City of Rialto Environmental Guidelines.

- E. The Planning Commission and City Council shall each hold a public hearing on the proposed amendment of the Specific Plan. Any hearing may be continued from time to time as deemed appropriate and necessary by the Planning Commission and City Council.
- F. The Planning Commission shall review all proposed amendment to the adopted Specific Plan. Upon the close of the required public hearing, the Planning Commission shall act by resolution to adopt, reject, or modify the proposed Specific Plan Amendment and forward its recommendation and findings to the City Council for action.
- G. The City Council shall review the Planning Commission's findings and recommendations. Upon the close of the required public hearing, the City Council shall act by resolution and ordinance to adopt, reject, or modify the proposed Specific Plan Amendment. If approved by the City Council, any proposed Specific Plan Amendment shall be adopted by resolution, except for the Development Standards Chapter (Chapter 5.0), which shall be adopted by ordinance.
- H. Prior to approving or conditionally approving any Specific Plan Amendment, the following findings shall be made by the Planning Commission and City Council that the Specific Plan Amendment:
 - 1. Is consistent with the goal and policies of the General Plan and with its purposes, standards and land use guidelines;
 - 2. Will help to achieve a balanced community of all races, age groups, income levels, and ways of life;
 - 3. Results in development of desirable character which will be compatible with existing and proposed development in the surrounding neighborhoods;
 - 4. Contributes to a mix of land uses that will enable local residents to work and shop in the community in which they live; and
 - 5. Respects the environmental and aesthetic assets of the community consistent with economic realities.

6.7 TENTATIVE MAPS AND PARCEL MAPS

Implementing Tentative Tract Maps and Parcel Maps are expected to be processed through the City as part of implementing projects. These Maps will be processed according to the City's standard Tentative Map Review process and California's Subdivision Map Act. Tentative Tract Maps or Parcel Maps shall be reviewed first by the Director of Development Services, then by the Development Review Committee (DRC), and finally by the Planning Commission.

6.8 PRECISE PLAN OF DESIGN (DESIGN REVIEW)

This section is intended to provide for the review of those developmental qualities that are not subject to precise statement in this Specific Plan, in order to assure that yards, open space, structures, parking, loading facilities, landscaping, streets, and land uses will embody the overall character and intent of this Specific Plan.

Most implementing projects within Lytle Creek Ranch including, but not limited to, residential subdivisions, multi-family housing developments, and commercial/retail, office, business park, medical/dental, and light industrial developments will be required to go through a Precise Plan of Design as follows:

- A. The purpose of the Precise Plan of Design (PPD) is to promote an orderly and aesthetically pleasing environment within the City of Rialto and to ensure that development complies with all City ordinances and regulations. Because a Project EIR will be certified by the City in conjunction with approval of this Specific Plan, no further environmental studies shall be required for implementing projects.
- B. A PPD must be approved by the City's Development Review Committee prior to the issuance of any building permit for new construction of one or more residential units or for new commercial/retail, office, business park, medical/dental, and light industrial development within the Lytle Creek Ranch Specific Plan area.
- C. The Precise Plan of Design shall consider the provision of safe and convenient access to nearby public transportation, where feasible.
- D. When required, the PPD process shall be as follows:
 1. After receiving the completed application, the Planning Division will refer the PPD application to other members of the Development Review Committee (DRC), consisting of the Planning Division representative and members of the Engineering Division, Fire and Police Departments, the Building Division, Water Division, the Landscape Design Coordinator and the Redevelopment Agency.
 2. After determination by staff that the submittal package is complete, the completed applications shall be referred to the DRC within three (3) weeks. Applications will be notified by mail of staff's determination regarding their submittal.
 3. The DRC members will provide draft conditions of approval within three weeks from the date of distribution to the DRC members. The draft conditions of approval will be sent to the applicant/and or representatives and a DRC meeting will be scheduled the following

week. This meeting will afford the opportunity for the applicant to discuss areas of concern or differences with each Department/Division's representative of the DRC.

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APPENDIX A

GENERAL PLAN CONSISTENCY

APPENDIX A GENERAL PLAN CONSISTENCY

This Appendix to the Specific Plan document contains an analysis of the consistency between the Lytle Creek Ranch Specific Plan and the goals and policies contained in the City of Rialto General Plan as required by Section 65454 of the California Government Code. Only those goals and policies that either relate directly to or have the potential to relate to the Lytle Creek Ranch project have been addressed. For the sake of brevity and clarity, those General Plan goals and policies that do not relate to new development or to the project have been omitted and are not addressed below. As evidenced by this consistency analysis, the Lytle Creek Ranch Specific Plan is consistent with the City of Rialto General Plan.

1.1 LAND USE ELEMENT

Goal 4.1.1 Encourage annexations which will demonstrate net benefit to the City before being considered for approval.

Policies

- 4.1.1.1 All large annexations to Rialto should be required to have an approved Specific Plan prior to annexation.
- 4.1.1.2 The City shall encourage, where appropriate, the preparation of Specific Plans on large annexations, to include a fiscal impact statement to insure that the City enjoys financial benefit from annexation of the subject land.
- 4.1.1.3 Based on the approved Specific Plan for large annexations, impact fees will be charged on new development sufficient to assure timely construction of public facilities and provision of expanded City services. Impact fees shall provide full mitigation of financial costs to the City, and protect its existing levels of services from deterioration.
- 4.1.1.4 Specific Plans for large annexations shall demonstrate compatibility of land uses both within and adjacent to the planned area.
- 4.1.1.5 Specific Plans for large annexations shall demonstrate protection of all resources valued by the cities of Rialto including, but not limited to: views, trees and other landscaping features, aquifers, surface water courses, historic buildings, etc. (Refer to Chapter X, the Conservation Element and Chapter IX, the Cultural and Historic Resources Element for policies to be applied to Specific Plan areas.)
- 4.1.1.6 Specific Plans for large annexations shall set aside land for community parks and other public facilities as appropriate to maintain the City's quality of life.

Consistency Analysis

Prior to initiation of annexation procedures through LAFCO, the Lytle Creek Ranch Specific Plan must be adopted by the City of Rialto. A fiscal impact analysis was prepared for this project, which indicates that the project will have a positive financial contribution to the City. The Lytle Creek Ranch project will pay its fair share of impact fees as negotiated with the City. These fees will provide mitigation of financial costs to the City, while protecting existing City levels of services.

The Lytle Creek Ranch Specific Plan has been carefully designed to ensure a mix of compatible land uses, both within the project and between on-site uses and existing off-site uses. Where portions of the project abut potentially incompatible land uses such as the I-15 or the adjacent mining operations, then landscape buffers will be installed and, where warranted, walls or fencing.

A major component of the Lytle Creek project is the preservation of environmental resources on-site – resources that are valued both by the community and region. To this end, a minimum of 829.2 acres of land will be preserved as natural open space, which will include Lytle Creek. There are no significant trees or historic buildings found on the project site.

Fifty percent (50%) of the Lytle Creek Specific Plan is devoted to open space and recreation uses. This includes several neighborhood parks, joint-use parks/schools, trails and walkways, and an 18-hole public golf course with a new clubhouse.

Goal 4.1.2 Eliminate all negative impacts of mining activities on the citizens of Rialto while complying with the provisions of the California Mining and Reclamation Act (Refer to the Conservation Element, Chapter X.)

Policies

4.1.2.2 Allow the phasing of other planned land uses on large mineral resource sites on that part of the site on which mining is not anticipated, or on that part of the site on which mining is completed and reclamation has been established.

Consistency

Portions of the Lytle Creek Ranch project are designated as Mineral Resource Zone; however, no mining currently occurs on the property, nor has mining occurred on-site in the recent past. In addition, mining is not contemplated for the project site in the future. Therefore, the Specific Plan, in compliance with General Plan Policy 4.1.2.2, proposes to develop the project site with residential, recreation, retail and commercial, and other compatible land uses.

Goal 4.1.3 Enhance Riverside Avenue to be the signature street of the City of Rialto.

Policies

- 4.1.3.1 Create a portal at the City's northwest entrance on Riverside Avenue (Refer to Chapter VIII, the Community Design Element.)
- 4.1.3.2 Provide planted median strips, parking planting and turning pockets on Riverside Avenue throughout the City. (Refer to the Community Design Element, Chapter VIII, Street Enhancement Program.)
- 4.1.3.3 Preserve and improve the northern section of Riverside Avenue as an enhancement to some of the City's finest neighborhoods.
- 4.1.3.4 Prevent strip commercial development and other inappropriate land uses on northern Riverside Avenue which is inconsistent with the goals and policies of the General Plan.
- 4.1.3.5 Route trucks and other through traffic between Riverside Avenue and Highland Avenue via Locust Avenue. (Refer to Chapter V, the Circulation Element.)
- 4.1.3.6 Encourage new and existing residential developments to provide ground signs and landscaping at their entrances to improve the identity and distinction of the City's neighborhoods. (Refer to Chapter VIII, the Community Design Element.)

Consistency Analysis

Lytle Creek Ranch will include the construction of an entrance portal into the City's northwest entrance within the Sierra Avenue or Riverside Avenue right-of-way, near to the I-15 Freeway (adjacent to Planning Area 33). This entry will be designed to include a representation of the Rialto Bridge, which is depicted on the City's seal. The entry will also include appropriate landscaping and possibly a water feature.

As part of improvements to Riverside Avenue, the street will be widened to an ultimate 127 foot wide right-of-way, including a 24 foot wide landscaped parkway on the northeast side of Riverside Avenue, adjacent to the project site. The landscape corridor will serve as the gateway to Neighborhoods II and III in the new master planned community of Lytle Creek Ranch.

The Lytle Creek Ranch land use plan designates several Village Center Commercial areas in key locations along the I-15 Freeway and Sierra Avenue/Riverside Avenue corridors. These areas are anticipated to include commercial and retail uses. However, no strip commercial development is planned. All commercial development will be concentrated into carefully designed shopping centers and developments.

The project proposes to route trucks from the Cemex site along Locus Avenue between Highland Avenue and Riverside Avenue, as recommended in the City's General Plan.

New residential development in Lytle Creek Ranch will include ground signs and landscaping at key entrances, which will help to improve the identity and distinctiveness of the City's neighborhoods.

Goal 4.1.5 Develop, protect and enhance high quality residential and industrial land uses in Rialto.

Goal 4.1.7 Ensure that all developed areas of the City are adequately served with essential public services and infrastructure including, but not limited to, streets, water, surface drainage, sanitary sewers, law enforcement, fire protection and public schools.

Policies

- 4.1.7.1 The City will coordinate all development proposals with other affected public entities to ensure the provisions of adequate public facilities.
- 4.1.7.2 Proposals for new residential development will be referred to the affected school district(s) for advise and comment.
- 4.1.7.3 When reviewing proposals for residential development, the City will work closely with the affected school districts(s) in order to plan coordinated mitigation of any negative impacts upon the schools.

Consistency Analysis

The project site is located within the boundaries of three separate school districts. The applicable school districts include the Rialto Unified School District, the Fontana Unified School District, and the San Bernardino Unified School District. The project will pay its fair share of fees to each school district as required by California state law and/or the project master developer shall enter into a mitigation agreement with the school district. In response to the specific needs of the Rialto Unified School District, the project identifies a potential elementary school site and a K-8 school site in Neighborhood III.

Goal 4.2.2 Meet adopted City standards for the provision of park lands and open space. (Refer to the Open Space and Recreation Element, Chapter VII.)

Policies

- 4.2.2.2 School facilities, parks, and other activity nodes within residential districts shall be linked with Class II bicycle trails on neighborhood streets. Bicycle trails will be located on only one side of residential streets, leaving the other side free for residential parking. (Refer to Chapter V, the Circulation Element.)

- 4.2.2.5 Require developers of the Lytle Creek Special Study Area to provide a Community Park within the project area.
- 4.2.2.10 Encourage proponents of development projects to provide parklands for residents and visitors.

Consistency Analysis

The project includes approximately 328.8 acres of park and recreation land and golf course uses within its boundaries. Another 17 acres will be used for joint-use park/school sites in Planning Areas 48 and 74. In addition, a minimum of 829.2 acres of the project will be preserved as natural open space. In total, fifty percent (50%) of the project will be preserved either as parkland, joint-use park/school, or open space. The project will link together parks and other activity nodes on-site via a 23.5-acre "Grand Paseo." This paseo will vary in width from a minimum of 70 feet up to 110 feet. Three neighborhood parks will be provided in Neighborhood III (Planning Areas 40, 53, and 64). Also, a network of bicycle trails and lanes (either on Class I or II) are planned in Neighborhoods II and III. Where provided, Class II bicycle trails will be located on at least one side of the street.

The project proposes a series of neighborhood parks and joint-use parks/schools that will include amenities similar to a community park. These amenities will include athletic fields (in the joint-use park/school sites), gardens, swimming pools, tot lots, etc. The neighborhood parks and joint-use parks/schools and the Grand Paseo will be available for use by all citizens of Rialto. A portion of the neighborhood parks in Planning Areas 40, 53, and 64 are expected to contain private recreation centers for use by residents of Neighborhood III and their guests.

Goal 4.2.4 All streetscapes in Rialto shall support and enhance the City's image as a desirable place in which to live or work.

Policies

- 4.2.4.1 Require landscaping in front of all barrier walls parallel to a street. (Refer to the Community Design Element, Chapter VIII.)
- 4.2.4.7 Stripe all collector streets with a center lane to facilitate residents' entrances and exits between these streets and their neighborhood streets. (Refer to Chapter V, the Circulation Element.)

Consistency Analysis

Where barrier walls about a street, landscaping shall be installed to help screen and beautify the walls. The Collector street in Neighborhood III shall be constructed with a raised center median with turn pockets to facilitate residents' entrances and exits between this street and local streets.

1.2 ECONOMIC DEVELOPMENT ELEMENT

Goal 1.1 Promote an economic base and positive business climate providing primary commercial services to the resident population.

Consistency Analysis

The project will help to provide an economic base and positive business climate in Rialto. Lytle Creek Ranch proposes approximately 95.6 acres of Village Center Commercial development, which will include at least one major shopping center, as well as smaller areas retail centers. The Specific Plan assumes up to 849,420 square feet of retail and commercial uses, which will provide important tax revenue to the City of Rialto, in addition to providing important services to the resident population.

1.3 CIRCULATION ELEMENT

Goal 3.2.3 Maintain Level of Service D or better on all Rialto arterial roadways.

Policies

3.2.3.2 New streets and improvements to existing streets made necessary by new development shall be provided concurrent with new development.

Consistency Analysis

The project will construct new streets and improvements to existing streets concurrently with new construction in order to ensure that Level of Service D is maintained on arterial roadways in the vicinity of the project.

Goal 3.2.4 Residential neighborhoods in Rialto shall be protected from the noise, pollution and danger of excessive vehicular traffic.

Policies

3.2.4.3 Residential areas border arterials shall be protected from traffic noise, pollution and danger by buffer walls bordering the arterial.

3.2.4.4 New residential driveways shall be permitted only on local streets and prohibited on arterials.

3.2.4.5 Collector streets shall be striped with left turn lanes in order to facilitate safe entrances and exits between local and collector streets.

Consistency Analysis

Residential areas bordering Glen Helen Parkway, Clearwater Parkway, Lytle Creek Road/Sierra Avenue, and Riverside Avenue will be protected from traffic noise, pollution and danger by buffer

walls, as necessary and appropriate. These walls will be landscaped for aesthetic purposes. Walls internal to the project are optional and will be provided at the discretion of the master developer and builders.

New residential driveways will be constructed only on local streets, and will be prohibited on arterials.

The Collector Street in Neighborhood III of Lytle Creek Ranch will contain a raised landscaped median with turn pockets that will facilitate safe entrances and exits between local and collector streets.

Goal 7.1.2 Safe pedestrian access throughout Rialto.

Policies

7.1.2.1 Require sidewalks on at least one side of all streets in newly developed areas.

Consistency Analysis

Lytle Creek Ranch is designed with sidewalks on at least one side of all streets. These sidewalks will facilitate safe pedestrian movement throughout the project. Lytle Creek Ranch is designed to foster and promote walking between land uses.

1.4 OPEN SPACE AND RECREATION ELEMENT

Goal 6.1 Optimal use of the flood plain, Alquist-Priolo Zone, and Rialto Municipal Airport Safety Zone II.

Policies

6.1.2 Investigate opportunities for dedication, acquisition or leasing of land in the Lytle Creek flood plan for appropriate use as City designated open space, parkland or recreational area.

Consistency Analysis

Lytle Creek Ranch is located within the flood plain of Lytle Creek. In addition, portions of the project are located within Alquist-Priolo Zones. Select areas within the Alquist-Priolo Zones will be preserved as open space areas or used as golf course and accessory uses. The project site is not located within the Rialto Municipal Airport Safety Zone II.

Goal 7.1 Meet adopted City standards for the provision of park lands and open space.

Policies

7.1.1 The City shall acquire additional land for parks and open space.

- 7.1.4 The City shall apply, by ordinance, the provisions of the Quimby Act to ensure that adequate park and recreational facilities are available within or accessible to new residential developments.

Consistency Analysis

There will be approximately 328.8 acres of park and recreation land within Lytle Creek Ranch, including an 18-hole public golf course. Except for the private recreation centers planned in Planning Areas 40, 53, and 64, these lands will be utilized as public parkland, which will be available for use by all City residents. The private recreation centers in Planning Areas 40, 53, and 64, will be for use by Neighborhood III residents and their guests only. In addition, the project will provide an Active Adult recreation center in Planning Area 86, which is designed specifically to meet the recreation needs of Neighborhood II (Active Adult) residents.

Goal 9.1: Completion, maintenance and successful operation of a safe, attractive and effective network of recreational/circulation trails within the City.

Policies

- 9.1.4 Coordinate recreational trail plans with neighboring cities and with San Bernardino County to insure linkage of local trails across city boundaries, and linkage with regional trail systems.
- 9.1.5 Provide walkways parallel to bicycle paths in scenic areas such as the Lytle Creek Wash, or in pleasant, landscaped stretches of Class I bicycle trails.
- 9.1.7 Encourage the inclusion of internal walkways or greenways in residential subdivisions and PRD zones.

Consistency Analysis

The trails in Lytle Creek Ranch connect with existing trails within San Bernardino County and the San Bernardino National Forest.

A minimum eight foot wide multi-purpose trail will be constructed in the Grand Paseo, which traverses through most of Neighborhood III. In addition, bike lanes can be accommodated on the primary streets in Neighborhoods II and III

A series of internal walkways and greenways will be provided within Lytle Creek Ranch. The largest of these greenways will be the Grand Paseo in Neighborhood III. This generous greenway will range in width from a minimum of 70 feet up to 110 feet. The paseo will link together three of the Neighborhood Parks. In addition, the project proposes a 20 foot wide paved trail along Lytle Creek in Neighborhoods II, III, and IV. Also, the project proposes a comprehensive system of sidewalks along its streets. These walkways and greenways will facilitate pedestrian movement within and between residential subdivisions and throughout the project.

1.5 COMMUNITY DESIGN ELEMENT

Goal 1.2 Protect Rialto's rural, small town character.

Policies

1.1.3 All new development and renovations, adjacent to older residential neighborhoods, shall respect the scale, massing, and landscape of older residential neighborhoods. This includes development of landscape plans which complement neighborhood lots, buffer adjoining land uses, and soften variations in size, setbacks, or architectural character of buildings on nearby parcels; the relationship between the size and bulk of building parts; placement of windows and doors, setbacks, colors, materials, and detailing compatible with the existing neighborhood; and adopt demolition and infill ordinances, applying demolition and infill standards in all future Specific Plans within developed areas.

Consistency Analysis

Development within Lytle Creek Ranch will respect the scale, massing, and landscape of the nearby older residential areas, while establishing its own unique community identity.

Goal 1.3: Improve the quality of planned development in the City of Rialto.

Policies

1.1.3 Stagger the layout of units and/or buildings to maximize visual interest and individual identity.

Consistency Analysis

The layout of units and buildings to maximize visual interest and individual identity will be encouraged; provided, however, that consideration is provided to maximizing efficiency of unit layout.

Goal 1.4: Improve the architectural quality of development within Rialto to achieve harmony without monotony in the built environment.

Policies

1.4.1 Although common themes for neighborhoods are to be encouraged, incentives for residential, commercial and industrial developers to vary design, setbacks, driveways, rooflines, materials, colors, landscape treatments, etc. should be developed to ensure variation of individual units within large development projects.

1.1.3 The following neighborhoods shall be addressed separately by specific policies and/or documents as identified below: . . .

- Sycamore Flats (Sycamore Flats Specific Plan)

- Lytle Creek Area (Lytle Creek Specific Plan)

In these areas, design shall conform to the separate design standards found in their respective Specific Plan documents. The City shall encourage the timely completion of design components within these areas.

Consistency Analysis

This Specific Plan includes standards to encourage innovation in project design including variations in architectural products and styles, setbacks, driveways, rooflines, materials, colors, and landscape treatments. Enclaves of homes will vary in size and density to promote diversity and interesting and varied neighborhoods.

The Sycamore Flats development area has been incorporated into the Lytle Creek Ranch Specific Plan. This Specific Plan (i.e., the Lytle Creek Ranch Specific Plan) covers both areas and include policies, standards, and regulations that apply specifically to these areas.

Goal 2.1 Promote well planned design of residential land uses within the City.

Policies

- 2.1.2 Within multi-family developments, encourage the clustering of residential units which provide semi-private common areas, maximize views, and provide passive open space and recreation uses.
- 2.1.3 Meandering greenbelts shall be incorporated into subdivision design along trails, collector streets, secondary streets and major highways, protected environmental areas, or other features. Bicycle and pedestrian trails should be connected with similar features in neighboring projects so that upon completion newer neighborhoods will be linked at the pedestrian level.
- 2.1.4 No houses should face secondary and/or major highways as defined in the Circulation Element.
- 2.1.5 The City shall encourage parkways to be placed on the outside of the public sidewalk immediately adjoining the curb, to shade pedestrians and provide a canopy of trees to be either uniformly spaced or informally grouped, but in no event shall trees be less than 25 feet average distance apart.
- 2.1.6 Where a subdivision fronts on a secondary or major highway, the subdivision shall be buffered and turned inward so that residences are not exposed to the traffic, noise and visual intrusions of the automobile. Instead, the subdivision shall be surrounded by decorative walls, varied in planned and texture to avoid monotony. Both the setback

- area in front of the wall, the wall itself, and the parkways shall receive landscape treatment, including turf, trees, flowers, shrubs, and vines.
- 2.1.7 All new residential development shall be required to install six (6) foot block walls along the rear and street side of the property line.
- 2.1.8 A minimum of 50% of the required front yard in all residential areas shall be landscaped (i.e., grasses, shrubs, trees and other plant materials).

Consistency Analysis

Lytle Creek Ranch will include a variety of innovative product types, possibly including, but not limited to, patio homes, zero lot line units, “cluster homes,” attached townhouse products, garden courts, motorcourts, “mansionettes,” and alley-loaded designs. Furthermore, Lytle Creek Ranch promotes the clustering of residential units within multi-family developments that provide semi-private common areas, maximize views, and provide passive open space and recreation uses.

Greenbelts will be incorporated into subdivision design along trails, collector streets, and major highways, and along Lytle Creek. Bicycle and pedestrian trails will connect with similar features in nearby neighboring projects so that, upon completion, the neighborhoods in Lytle Creek Ranch will be linked with the existing off-site neighborhoods at the pedestrian level.

No houses within Lytle Creek Ranch will face any major arterials (i.e., Riverside Avenue) as defined in the Circulation Element.

The project will comply with the intent of the General Plan, which encourages parkways to be placed on the outside of the public sidewalk immediately adjoining the curb, to shade pedestrians and provide a canopy of trees. Parkway trees either will be uniformly spaced or informally grouped and will be spaced according to City standards.

Where a subdivision fronts on a secondary or major highway, the subdivision shall be buffered and turned inward so that residences are not exposed to the traffic, noise, and visual intrusions of the automobile. Instead, the subdivision shall be surrounded by decorative walls, varied in planned and texture to avoid monotony. Where there are no noise considerations, housing developments on collector and local streets may be constructed without walls. Both the setback area in front of the wall, the wall itself, and the parkways shall receive landscape treatment, including turf, trees, flowers, shrubs, and vines.

New single-family residential development will be required to install block walls along the rear and street side of the property line, except for alley loaded products or where other design considerations make constructing a wall impractical or undesirable.

The project will require compliance with the condition that a minimum of 50% of the required front yard in all residential areas shall be landscaped (i.e., grasses, shrubs, turf, trees, and other plant materials).

Goal 3.1 Promote commercial and/or industrial development which is well designed, people-oriented, sensitive to the needs of the visitor or resident, and functionally efficient for its purpose.

Policies

- 3.1.1 All commercial and industrial projects shall follow a site plan in which buildings are juxtaposed at differing angles, rather than arrayed along rectangular axes.
- 3.1.2 Building facades shall incorporate varied planes and textures; natural rather than manufactured finishes; variety in window and door treatments.
- 3.1.3 Architecture shall be encouraged which disaggregates massive buildings into smaller parts with greater human scale.
- 3.1.4 Mature landscape planting shall be incorporated into commercial and industrial projects to define and emphasize entrances, inclusive of those areas along the front of a building facing a parking lot.
- 3.1.5 All major commercial developments shall incorporate theme elements intended to distinguish them from other development, foster individuality, and promote gathering opportunities. These elements to include: outdoor cafes, gateways, kiosks, flag courts, trellises and arbors, bell towers, theme towers, galleries, patios and plazas, water elements, booths, amphitheaters, outdoor markets, colonnades and arcades, and clerestories.
- 3.1.6 All commercial projects shall incorporate direct walkways which cross the parking lots, connecting the buildings with the streets and bus shelters.
- 3.1.7 Parking lots at the rear of a commercial development shall not be isolated from the fronts of buildings. Commercial developments shall provide either mid-building pedestrian access or fully treated rear entrances. Delivery areas shall be separated from pedestrian areas.
- 3.1.8 Rather than relating only to the parking lots, commercial projects should also include internal corridors or passages which are not jeopardized by automobile noise and congestion. These should be designed with the type of visual and social elements which can draw the pedestrian from building to building, patio to courtyard.

- 3.1.9 Where pedestrian crossings are developed, curbs shall be pinched to shorten the crossing distance required, whenever feasible. Additional pedestrian protections, including bollards and defensible space landscape treatment shall be required.
- 3.1.10 Pedestrian walkways, including, but not necessarily limited to, those directly under building canopies, shall be enhanced by one or more of the following techniques: interlocking or textured paving, turf block walls, theme plantings, trees projecting through canopies, bollards and kiosks, pavilions or gazebos, trellises and arbors planted with flowering vines.
- 3.1.11 Bus shelters shall be incorporated in all new commercial and industrial projects, and in all residential, institutional or other developments fronting major highways as defined in Chapter V, Circulation. Bus shelters may also be required in rehabilitation projects affecting existing commercial and industrial projects.
- 3.1.13 Outdoor storage areas shall be fully screened from the public view with a combination of block walls and landscaping.

Consistency Analysis

Efforts will be made for commercial and industrial buildings in Lytle Creek Ranch to arrange the buildings to minimize the appearance of long, unbroken, rectangular axes, where feasible, without compromising the efficiency of the site design and layout. Landscaping will be used to visually “break up” long, straight axes. For smaller buildings, this may include clustering them together around a small plaza, green space, or other focal point.

Commercial and industrial building facades will incorporate varied planes, colors, and textures to promote interest.

To the extent feasible, large commercial buildings should be visually broken up into smaller components by changes in color, texture, rooflines, window and door spacing, or massing. Landscaping and vertical trees will also help to break up building massing.

The commercial and industrial development within Lytle Creek Ranch will incorporate enhanced landscape planting to define and emphasize entrances, including areas situated along the front of retail buildings, facing a parking lot.

All major commercial developments will incorporate theme elements intended to distinguish them from other developments, foster individuality, and promote gathering opportunities. Such elements may include, but are not limited to, outdoor cafes, gateways, kiosks, flag courts, trellises and arbors, bell towers, theme towers, galleries, patios and plazas, water elements, booths, outdoor markets, colonnades, arcades, and clerestories.

Larger commercial projects of ten acres or larger in size will incorporate direct walkways, where feasible, that cross the parking lot(s) and connect the buildings with the adjacent streets. Smaller commercial projects will include sidewalks and walkways, where feasible.

Parking lots at the rear of a commercial development shall not be isolated from the fronts of buildings. Commercial developments will provide either mid-building pedestrian access or fully treated rear entrances. Delivery areas will be separated from pedestrian areas.

Rather than relating only to the parking lots, commercial projects should also include internal corridors or passages which are not jeopardized by automobile noise and congestion. These should be designed with the type of visual and social elements that can draw the pedestrian from building to building, patio to courtyard.

Where pedestrian crossings are provided, curbs may be pinched to shorten the crossing distance required. Additional pedestrian protections, including bollards and defensible space landscape treatment may be required to ensure pedestrian safety.

Pedestrian walkways including, but not necessarily limited to, those directly under building canopies, shall be enhanced by one or more of the following techniques: interlocking or textured paving, aggregate or colored concrete, broom finished concrete or other decorative finish, turf block walls, theme plantings, trees plantings, canopies, bollards and kiosks, benches, seat walls, pavilions or gazebos, and/or trellises and arbors planted with flowering vines.

To help foster use of alternative modes of transportation, bus shelters will be incorporated into new commercial and industrial projects that have direct access to Riverside Avenue. Additional bus stops will be provided along Riverside Avenue, adjacent to the residential portions of the project, as permitted by the City of Rialto and the local transit authority (Omnitrans).

Outdoor storage areas within Lytle Creek Ranch will be screened from the public view with a combination of block walls and landscaping.

Goal 3.3: Minimize the visual impact of vehicles on the landscape and community design of parking lots.

Policies

3.3.1 The City shall require commercial developments to minimize the visual impacts associated with parking lots through:

- Depression of parking lot grade, wherever feasible, to reduce the visual impact of automobiles when seen from the street;
- Development of screen walls and landscaped buffers at sufficient height to conceal car grillwork and nuisance headlights into the street;

- Parking lot design which breaks up parking areas with landscaped belts, thereby reducing the massive and unbroken appearance of paved surfaces; or
 - Continuous connection of planters rather than isolated tree wells and planters separated by wide expanses of paving.
- 3.3.2 City standards shall require 10% of the off-street parking area to be landscaped and the planting of a minimum of one tree for every five parking stalls, whether the parking aisles are single or double loaded; however, this standard may be increased through project conditions of approval to address size, canopy, or other characteristics which make parking lots more inviting.
- 3.3.3 The City shall require one landscaped finger with two parking lot trees at each finger for every ten lineal spaces on the perimeter of a parking lot.
- 3.3.4 Parking lot design shall incorporate trees planted to provide substantial shade. Parking lot trees shall have a minimum box size of a 24" box and canopy to provide substantial coverage of paved areas. The periphery of parking lots shall be densely planted with trees and shrub hedges; more importantly, special consideration shall be given wherever.
- the periphery represents a change from one type of land use to another;
 - the property in question faces or backs to a freeway;
 - adjoining properties are of a different architectural style, character, or massing;
 - landscape treatments are necessary to ensure the privacy of residents.
- 3.3.5 The City shall require a five foot wide minimum clear planting space for all planting areas. Narrower planters are difficult to properly maintain or irrigate and often die, are trampled, or covered by the front bumpers of cars.
- 3.3.6 The City shall encourage the inclusion of pedestrian amenities including walkways, bus benches, and other features; textured paving along pedestrian walkways and under building canopies.

Consistency Analysis

Lytle Creek Ranch will comply with City requirements that commercial developments minimize the visual impacts associated with parking lots by using a variety of techniques, including some or all of the techniques identified below:

- Depression of parking lot grade, wherever feasible, to reduce the visual impact of automobiles when seen from the street;

- Development of screen walls and landscaped buffers at sufficient height to conceal car grillwork and nuisance headlights into the street;
- Parking lot design which breaks up parking areas with landscaped belts, thereby reducing the massive and unbroken appearance of paved surfaces; or
- Continuous connection of planters rather than isolated tree wells and planters separated by wide expanses of paving.

Lytle Creek Ranch will comply, at a minimum, with City standards that require 10% of the off-street parking area to be landscaped and the planting of a minimum of one tree for every five parking stalls, whether the parking aisles are single or double loaded. In addition, for commercial developments, one landscaped finger with two parking lot trees at each finger will be provided for every ten lineal spaces on the perimeter of a parking lot, except where an alternative landscape treatment is determined to be acceptable during Plan Review.

Where feasible, parking lot design shall incorporate trees planted to provide substantial shade. Parking lot trees shall have a minimum box size of a 24" box and canopy to provide substantial coverage of paved areas. Where visible from adjacent public streets, the periphery of parking lots shall be planted with trees and shrub hedges. Special consideration to landscaping shall be given wherever.

- the periphery represents a change from one type of land use to another;
- the property in question faces or backs to a freeway;
- adjoining properties are of a different architectural style, character, or massing;
- landscape treatments are necessary to ensure the privacy of residents.

In conformance with City standards, a five foot wide minimum clear planting space will be provided for planting areas in commercial developments, except where tree wells are provided. Areas less than five feet in width (excluding tree wells) will be paved.

The City shall encourage the inclusion of pedestrian amenities including walkways, bus benches, and other features; textured paving along pedestrian walkways and under building canopies.

LANDSCAPE TREATMENT

Goal 5.1 Promote the “greening” of Rialto.

Policies

5.1.3 The City shall insist that all new development incorporate street tree plantings dense enough to shade and beautify residential and commercial areas.

5.1.5 Landscape materials shall be installed prior to completion of the first building phase for the entire project, including vacant land for the following projects: new specific plan

areas, future development carried out under existing specific plans, and new commercial and industrial projects, regardless of the size of individual parcels within the development plan.

Consistency Analysis

Lytle Creek Ranch requires all new development to be landscaped. Street trees will be planted along all public and private streets where adequate right-of-way exists.

Landscape materials in Lytle Creek Ranch will be installed concurrently with each phase of development as each development is constructed.

Goal 5.2 The City shall develop a uniform streetscape program which emphasizes major and minor portals into the City.

Policies

5.2.1 Major entries to the City of Rialto shall be designated at the following high traffic volume locations: Riverside Avenue at the I-15 and I-10 freeways, Cedar Avenue at the I-10 Freeway, Foothill Boulevard at Pepper and Maple Avenues, Riverside Avenue entering Rialto from the south, and at Valley Boulevard at the eastern and western boundaries of the planning Area, as shown on Figure VIII-2.

The City shall establish unified entry treatments at the major entries to the City, thereby setting the tone for visitors and residents alike. The design of each of these entries shall consist of one or more of the elements described below.

- Low rise monument signs surrounded by groundcover, shrubs, and trees, similar to that monumentation found at Rialto City Park or in the Central Business District Redevelopment Project Area, consisting of precast concrete signs with embossed letters and natural river rock pilasters with concrete caps;
- Enriched, textured and /or interlocking paving at intersections, similar to that found in the Central Business District Redevelopment Project Area;
- Prohibition of pole signs and billboards within 500 feet of the entry;
- Sensitive lighting treatments;
- An emphasis on landscape treatments familiar to the area: river rock, rough hewn wood, plantings and trees.
- Undergrounding of utility lines.

5.2.3 The City shall encourage the development of unified entry statements for new residential, commercial, and industrial projects incorporating textured paving, coordinated monument signs and landscape treatments.

- 5.2.5 Along the major thoroughfares within the City, trees should be formally massed to promote a rhythmic, ceremonial appearance and conform with the City's Street Tree Plan. Street trees shall be placed along the public rights-of-way no farther than 30 feet apart, have a minimum size of 24" box, and be selected from Table 1.
- 5.2.6 The median along Riverside Avenue in the Central Business District Redevelopment Project Area offers an attractive amenity to the median wherever possible along Riverside Avenue, with special attention given to that segment of the roadway in the northern area of the City development and the Country Club residential area.
- 5.2.8 Along residential streets, trees may either be formally massed to produce a steady rhythm, or grouped informally to create an informal, naturally wooded street appearance. In any event, the total number of trees plotted should not be less than one for every 25 feet of lineal street frontage.
- 5.2.9 The City of Rialto recognizes the value of alleys and their importance to the circulation, aesthetic, and land use goals of the General Plan. New projects shall incorporate any improvements necessary to upgrade alleys behind the project area to current standards; and the City shall encourage projects which do not abandon the alleys, but rather seek to refine their appearance and function with landscape treatment, textured paving, rear treatments, parking and loading.
- 5.2.11 The City shall continue to upgrade landscape treatments of all annexations to uniform City Standards.
- 5.2.13 The City shall work with developers/builders within Rialto and its Sphere of Influence to ensure new landscape treatments are installed per the City's Landscaping Maintenance specifications.

Consistency Analysis

Lytle Creek Ranch will construct an entry feature into the City of Rialto within the Sierra Avenue or Riverside Avenue rights-of-way near the I-15 Freeway. This City entry feature will be constructed adjacent to Planning Area 33 and will include a representation of the Rialto Bridge.

Lytle Creek Ranch will include entry statements for new residential projects that incorporate textured paving, coordinated monument signs, and landscape treatments.

Along the community's major thoroughfares, trees will be massed to create scenic streetscapes. Street trees shall be placed along the public rights-of-way no farther than 30 feet apart, have a minimum size of 24" box, and be selected from the plant palette contained in this Specific Plan.

Lytle Creek Ranch proposes to pay its fair share toward roadway improvements to Riverside Avenue that would include a landscaped median.

Street trees will be planted along all residential streets in Lytle Creek Ranch. The spacing of trees planted will comply with either City standards or the standards set forth in this Specific Plan, as applicable.

The City of Rialto recognizes the value of alleys and their importance to the circulation, aesthetic, and land use goals of the General Plan. Several of the new residential developments within Lytle Creek Ranch are expected to be alley-loaded products. Where provided, alleyways should be designed with rear façade treatments and landscaping, as feasible.

Lytle Creek Ranch will ensure that all areas to be annexed into the City of Rialto are maintained to uniform City standards. In addition, new landscape treatments within Lytle Creek Ranch shall be designed and installed per the City's Landscaping Maintenance specifications.

Goal 5.3 Ensure that the design of all freeways, their interchanges, and grade, separations are an aesthetically pleasing asset to the city of Rialto.

Policies

- 5.3.2 Arterials which cross over or under freeways shall be provided with planted medians sufficiently wide to include minor entry signs and landscape treatment. All medians shall be fully landscaped and treated with brick, tile, turf block, stamped concrete, pavers, or other elements.
- 5.3.5 The City shall establish loan, grant, or other programs to provide landscape treatment of residential lots immediately backing to proposed freeway routes and railways.
- 5.3.7 Landscape treatments near freeway off- and on- ramps should be designed to announce the drivers' entry into Rialto. Landscape design should incorporate the dedicated City tree which shall be determined.

Consistency Analysis

In conformance with the City's General Plan, arterials that cross under freeways shall be provided with planted medians sufficiently wide to include minor entry signs and landscape treatment. All medians shall be fully landscaped and treated with brick, tile, turf block, stamped concrete, pavers, or other elements.

Lytle Creek Ranch will provide a landscape treatment between the I-15 Freeway and any residential use. This landscape treatment shall not be required to exceed eight feet in width.

A landscaped entry feature with signage announcing arrival into the City of Rialto will be constructed adjacent to Planning Area 33 within either the Sierra Avenue or Riverside Avenue right-of-way.

Goal 6.1 Lighting features within the City shall be aesthetically pleasing, while being functionally useful.

Policies

6.1.1 Street lighting in neighborhoods should be consistent.

Consistency Analysis

Street lighting within each neighborhood (Neighborhoods I, II, III, and IV) shall be internally consistent, although lighting between neighborhoods may differ in order to provide visual interest and a “sense of place.”

Goal 6.3 New streets shall be developed to assist rather than alienate pedestrians.

Policies

6.3.1 In residential areas, straight streets shall be avoided, and curvilinear street shall be used, thereby contributing to the character of the streetscape while discouraging speeding, increasing the safety of these streets.

6.3.2 Landscape treatments shall incorporate street trees along all streets, of species which provide sufficient canopy to shade the street and promote a pedestrian scale.

6.3.3 The City shall pursue undergrounding of utilities in existing areas and require that utilities in existing areas and require that utilities be undergrounded on all major new development.

6.3.6 Walled projects (including gated residential communities) shall be designed to provide an interesting streetscape, through the following:

- Walls shall be varied in plane and texture, utilizing different, but complimentary, types of materials and colors, in addition to the use of vines (the latter will act as a deterrent from graffiti problems);
- Landscaped greenbelts, vine pockets, and other landscape techniques shall be employed;
- Curvilinear wall alignments and meandering sidewalks shall be encouraged along project peripheries;
- And variation in setbacks and front wall planes behind the established minimum setback line shall be encouraged. Variation in front of the minimum setback line shall be discouraged.

- 6.3.7 Screen or perimeter walls shall incorporate shrub massings, vine pockets or informal tree massing to minimize the vertical scale of the wall.
- 6.3.9 Enriched, varied textured paving treatments shall be used at all project entries, wherever pedestrian crossings, plazas, or gatherings areas are proposed, and as an accent feature to break up the monotonous appearance of concrete walkways.
- 6.3.12 Bus shelters and other outdoor use areas shall be shaded from the sun. Each project shall incorporate at least one bus shelter, taxi stop, bicycle racks, or similar pedestrian use area.

Consistency Analysis

Although many of the streets within Lytle Creek Ranch will be curvilinear, straight streets are permitted within individual Planning Areas. Long expanses of straight streets shall be avoided. The landscape design for Lytle Creek Ranch provides for street trees along all streets of all classifications. Where space allows, street trees will include tree species that provide sufficient canopy to shade the street and promote a pedestrian scale.

As permitted by the utility companies, utilities within Lytle Creek Ranch shall be placed underground.

Lytle Creek Ranch is designed to minimize the use of walls and fences. Where used, walls shall be designed to provide an interesting streetscape, through varying wall planes, textures, colors, and materials; providing vine pockets and other landscaped techniques; and occasionally varying setbacks and front wall planes. Walls will be installed in residential areas that abut Riverside Avenue for noise and safety reasons.

Perimeter walls shall incorporate shrub massings, vine pockets, and/or informal tree massing to minimize the vertical scale of the wall.

If permitted by the City of Rialto, enriched, varied textured paving treatments may be used at the various project entries along Riverside Avenue, opposite N. Live Oak Avenue, Redwood Avenue, N. Alder Avenue and N. Locust Avenue. Enhanced paving may also be used at other key entry and focal points within the project.

Where provided, bus shelters and other outdoor use areas shall be shaded from the sun. The project shall provide at least one of the following: one bus shelter, bicycle racks, or similar pedestrian uses in Neighborhood III.

Goal 6.5 Encourage the undergrounding of utility wires to protect scenery, enhance the appearance of major boulevards, and promote neighborhood character.

Policies

6.5.1 The City shall require the undergrounding of all utilities in Lytle Creek Ranch through its standard list of conditions. Where above-ground installations are not required, the City shall encourage electrical vaults to be placed underground. Where the installations must be aboveground, the City shall require these to be landscaped and concealed by a low decorative wall.

Consistency Analysis

Lytle Creek Ranch shall install all utilities underground, as permitted by the appropriate utility company or agency.

Goal 7.2 Ensure the protection of new development from watercourses, flood control channels and other waterways, while retaining an aesthetic appearance.

Policies

7.2.3 The City of Rialto shall require that whenever possible, watercourses shall be combined with pedestrian amenities, such as riding and hiking trails, scenic corridors, linear parks, greenbelts, pedestrian bridges, and other landscape features. The developers of such proposed projects should consider not only the landscape and cross sections of such facilities, but also demonstrate how these facilities can be interconnected with other elements of the City's trail and street systems. In addition, dense landscape treatments shall be used to promote the "greening of Rialto."

Consistency Analysis

The Lytle Creek Ranch project includes improvements to the flood control levee system along Lytle Creek Wash. These improvements will ensure the protection of new development from flooding associated with Lytle Creek during major storm events. In addition, a system of on-site drainageways will minimize the potential for flooding on the project site.

The project proposes a landscaped "Grand Paseo" in Neighborhood III that will function for both recreational and stormwater purposes. Likewise, the golf course in Neighborhood II will handle stormwater flows, while accommodating golfing as a recreational use. The intent is to provide "Green" stormwater swales and drainageways throughout Lytle Creek Ranch in lieu of using pipes for stormwater flows.

1.6 CULTURAL AND HISTORIC RESOURCES ELEMENT

HISTORIC ARCHAEOLOGICAL RESOURCES

Goal 3.1 All significant historic archeological resources within Rialto shall be surveyed recorded and, where feasible, protected.

Policies

3.1.3 Documentation of all historical archeological surveys conducted within the City of Rialto shall be provided to the Rialto City Planning Development, with copies to the Rialto Historical Society.

Consistency Analysis

The Lytle Creek Ranch project will comply with the requirements of Policy 3.1.3 on page IX-4 of the City of Rialto General Plan. Copies of the document will be provided to the Rialto City Planning Department and the Rialto Historical Society.

1.7 CONSERVATION ELEMENT

Goal 1.1 Conserve, protect and enhance the natural resources in Rialto to ensure their optimal use and support to the benefit of all present and future citizens of Rialto.

Goal 2.1 Protect and enhance Rialto's surface waters and groundwater basins.

Goal 2.2 Conserve scarce water resources.

Consistency Analysis

Lytle Creek Ranch will incorporate sustainable building techniques and design strategies intended to help conserve, protect, and enhance natural resources in the community.

By creating a system of natural bioswales and incorporating a variety of Best Management Practices, Lytle Creek Ranch will help to protect and enhance Rialto's surface waters and groundwater basins.

The project will help to conserve scarce water resources by incorporating irrigation timers and automatic sprinklers, drip irrigation (where feasible), low flush toilets, low water use shower heads, and other water conservation measures as feasible.

AIR QUALITY

Goal 5.1 To achieve conformance with the AQMP by adopting a comprehensive plan for implementation, so that all general developments projects approved are consistent with the AQMP.

Policies

- 5.1.1 Require that all developments within the City with more than 100 employees develop a rideshare programs.
- 5.1.2 Require all developments to comply with the AQMP, particularly regarding Transportation Demand Management (TDM) programs. A TDM plan for new developments shall include but not be limited to design considerations to encourage ridesharing, transit use, park and ride facilities, as well as bicycle and pedestrian circulation.
- 5.1.3 Incorporate phasing policies and requirements in development plans to achieve concurrent provision of infrastructure, particularly transportation facilities, to serve development.
- 5.1.4 Locate and design new development in a manner that will minimize direct and indirect emission of air contaminants. To this end, participate with SANBAG in jointly formulating appropriate standards for regulating the location and protection of sensitive receptors (i.e., schools, day care facilities, and hospitals) from excessive and hazardous emissions.

Consistency Analysis

Any and all developments within Lytle Creek Ranch that employ more than 100 employees shall be required to develop a rideshare program.

All developments within Lytle Creek Ranch shall be required to comply with the AQMP, particularly regarding Transportation Demand Management (TDM) programs. A TDM plan for new developments shall include but not be limited to design considerations to encourage ridesharing, transit use, and bicycle and pedestrian circulation.

The Lytle Creek Ranch project is designed to provide infrastructure concurrently with development. Roadways will be constructed to ensure adequate safety and comply with City circulation requirements.

The two potential school sites identified within the Lytle Creek Ranch Specific Plan area have been located to minimize these sensitive receptors from excessive and hazardous emissions. The

proposed school sites are surrounded by parks and residential uses. No heavy industry or manufacturing uses are planned near the school sites.

Goal 5.4 Promote the expansion of bus, rail and other forms of transit, within the region.

Policies

5.4.6 Develop standards and guidelines for support facilities to incorporate into development plans for increased bicycle and pedestrian routes to link appropriate activity centers to nearby residential development.

Consistency Analysis

Lytle Creek Ranch is designed to promote bicycle traffic and pedestrian movement throughout the community. The “Grand Paseo” in Neighborhood III will contain a minimum eight foot wide meandering multi-purpose trail that will accommodate both pedestrian and bicycle traffic. In addition, most of the larger streets within the community will contain on-street bike lines. There will also be a comprehensive system of sidewalks that will provide linkages between planning areas and the parks, schools, and open space on-site.

Goal 5.9 Reduce emissions through reduced energy consumption.

Policies

5.9.5 Require all new development to meet or exceed Title 24 building standards for energy efficiency.

Consistency Analysis

All construction will meet or exceed Year 2010 Title 24 building standards for energy efficiency, as applicable. It is the intent of the developer to promote energy efficiency within the structures located within Lytle Creek Ranch.

BIOLOGICAL RESOURCES

Goal 6.1 Conserve and enhance Rialto’s biological resources, facilitating development in a manner which reflect the characteristics, sensitivities and constraints of these resources.

Policies

6.1.1 Designate those areas along Lytle Creek which may contain rare or endangered species as “Biological Resource Management Areas.”

6.1.2 Require that all proposed development in these “Biological Resource Management Areas” be subject to a biological study, to be prepared by a qualified professional, to

determine whether there will be any impact to rare, threatened or endangered species, and identify mitigation measures where appropriate.

- 6.1.5 Pursue voluntary open space, wildlife corridors, or conservation easements to protect sensitive species or their habitats.

Consistency Analysis

A comprehensive biological resources report was prepared by PCR, a qualified firm specializing in preparing biological and environmental studies, for the entire Lytle Creek Ranch project site as part of the required environmental process. In addition, focused studies were undertaken to identify potential impacts to rare, threatened, or endangered species. As a result of these studies, a minimum of 829.2 acres on-site, including portions of Lytle Creek, will be preserved in permanent open space.

ENERGY

Goal 7.1 Conserve scarce energy resources.

Policies

- 7.1.1 Require the incorporation of energy conservation features in the design of all new construction and site development as required by state law.

Consistency Analysis

The project incorporates energy conservation features into the project design in excess of that required by California state law.

1.8 NOISE ELEMENT

Goal To protect public health and welfare by eliminating existing noise problems and by preventing significant degradation of the future acoustic environment.

Objective 1.0 Incorporate noise considerations into land use planning decisions.

Policies

Policy 1.b: The City shall require an environmental and noise impact evaluation for all projects as part of the design review process to determine if unacceptable noise levels will be created or experienced. Should noise abatement be necessary, the City shall require the implementation of mitigation measures based on a detailed technical study prepared by a qualified acoustical engineer (i.e., a Registered Professional Engineer in the State of California with a minimum of three years experience in acoustics).

Policy 1.c The City shall not approve projects that do not comply with the adopted standards.

Objective 2.0 Establish measures to reduce noise impacts from traffic noise sources.

Policies

Policy 2.a The City shall require the construction of barriers to mitigation sound emissions where necessary or feasible.

Consistency Analysis

Concurrently with preparation of this Specific Plan, both an environmental and noise impact evaluation were prepared for the Lytle Creek Ranch project. The project will incorporate all applicable noise mitigation techniques as identified in the Project EIR.

Lytle Creek Ranch shall comply with the adopted standards for noise mitigation.

The EIR will identify measures, as needed to reduce noise impacts from traffic noise sources.

The City shall require the construction of barriers to mitigation sound emissions as identified in the EIR for Lytle Creek Ranch.

1.9 SAFETY ELEMENT

GEOLOGIC HAZARDS

Goal 2.1 Minimize hazards to public health, safety, and welfare resulting from geotechnical hazards.

Policies

2.1.1 The City shall require geotechnical investigations by a certified engineering geologist and registered civil engineer for all grading and construction proposed within any area which may be subject to severe seismic hazards.

2.1.3 The City shall require construction to be in conformance with the Uniform Building Code, specifically Chapter 23 as it provides for earthquake-resistant design, and Chapter 70 as it provides for excavation and grading.

Goal 2.2 Encourage urbanization only in those areas without significant risk to life and property.

Policies

2.2.1 Development within Alquist-Priolo Special Studies Zones will be subject to the restrictions and requirements of the Special Studies Zones Act.

Consistency Analysis

Lytle Creek Ranch will comply with all applicable restrictions and requirements of the Special Studies Zones Act as it applies to Alquist-Priolo Special Studies Zones.

FLOODING

Goal 3.2 Minimize the adverse effects of urbanization upon drainage and flood control facilities.

Policies

- 3.2.1 The City shall require the implementation of adequate erosion control measures for development projects to minimize sedimentation damage to drainage facilities.
- 3.2.3 The City shall maintain its open space and shall require developers to provide adequate open space pursuant to the standards established in the Parks and Recreation Element of the General Plan and the City's zoning ordinance as a measure to minimize impermeable surfaces throughout the City.
- 3.2.4 The City shall require water retention devices in new development in order to minimize peak flows to the surface drainage system.

Consistency Analysis

The Lytle Creek Ranch project incorporates Best Management Practices and erosion control measures to minimize sedimentation damage to drainage facilities. Planning and design for water quality protection employs three basic strategies in the following order of relative effectiveness: 1) reduce or eliminate post-project runoff; 2) control sources of pollutants, and 3) treat contaminated stormwater runoff before discharging it to natural water bodies. These principles are consistent with the typical permit and local program requirements for projects that require a consideration of a combination of source control BMPs (that reduce or eliminate runoff and control pollutant sources) and treatment control BMPs with specific quantitative standards.

Lytle Creek Ranch provides adequate open space pursuant to the standards established in the Parks and Recreation Element of the General Plan and the City's zoning ordinance as a measure to minimize impermeable surfaces throughout the city.

As required by the General Plan, Lytle Creek Ranch provides for water retention devices concurrently with development of new construction in order to minimize peak flows to the surface drainage system. Most of these devices will be constructed within the "Grand Paseo" in Neighborhood III, or the golf course in Neighborhood II.

FIRE

Goal 4.1 Fire prevention regulations and standards to minimize potential fire hazards and fire losses.

Policies

4.1.4 Require that all site plans, subdivision plans, and building plans be reviewed by the Fire Department to ensure compliance with appropriate fire regulations.

Consistency Analysis

All site plans, subdivision plans, and building plans for Lytle Creek Ranch will be reviewed by the City's Fire Department to ensure compliance with appropriate fire regulations.

LAW ENFORCEMENT

Goal 7.1 To provide a safe and secure environment for the City's residents, workers and visitors.

Policies

7.1.1. The City shall require new development and improvements to employ defensible space concepts into site design and building specifications (i.e., lighting of sidewalks and parking areas, resident surveillance sight lines, and the use of burglary-resistant hardware and fixtures in buildings.)

Consistency Analysis

Lytle Creek Ranch complies with Policy 7.1.1, which requires that new developments employ defensible space concepts into site design and building specifications.

1.10 HOUSING ELEMENT

Goal 2.0 Provide adequate residential sites through appropriate land use, zoning and Specific Plan designations to accommodate the City's share of Regional Housing needs.

Policies

2.1 Implement land use policies which provide for a diversity of housing types and range ranges that will enable the City to encourage consistency with the 1998-2005 RHNA.

2.4 Promote the phase and orderly development of new neighborhoods consistent with the provision of infrastructure improvements.

Consistency Analysis

Development within Lytle Creek Ranch will be phased to ensure orderly growth. This Specific Plan requires that infrastructure improvements be provided concurrently with planned development.

Goal 3.0 Assist in the provision of adequate housing that is affordable to lower and moderate income households.

Policies

- 3.1 Support the development of rental units with three or more bedrooms to provide affordable housing that adequately accommodates larger families, thereby reducing overcrowding and overpayment.

- 3.5 Encourage the construction of apartment complexes with strong on-site management to ensure that housing is well-maintained.

Consistency Analysis

Lytle Creek Ranch incorporates several planning areas that are expected to develop with rental units. A percentage of these units may contain three or more bedrooms. The exact number of units with three or more bedrooms, if any, will be determined by the builder of each complex. Lytle Creek Ranch encourages the construction of apartment complexes with strong on-site management to ensure that housing is well-maintained.

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ASSESSOR - RECORDER - CLERK

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STREET ADDRESS **DEVELOPMENT SERVICES DEPARTMENT**
150 S. PALM AVENUE
CITY STATE & ZIP CODE **RIALTO, CA 92376**

Doc#: **2012-0346185**



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PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

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(\$3.00 Additional Recording Fee Applies)

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

Between

THE CITY OF RIALTO

And

LYTLE DEVELOPMENT COMPANY,

a California corporation

And

EL RANCHO VERDE GOLF, LLC

a Delaware limited liability company

And

PHARRIS SYCAMORE FLATS LLC

a California limited liability company

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PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into this 14 day of August, 2012, by and between the CITY OF RIALTO, a municipal corporation (the “**City**”) and (i) LYTLE DEVELOPMENT COMPANY, a California corporation (“**Lytle Development**”), (ii) EL RANCHO VERDE GOLF LLC, a Delaware limited liability company (“**El Rancho Verde**”) and (iii) PHARRIS SYCAMORE FLATS LLC, a California limited liability company (“**PS Flats**”). Lytle Development, El Rancho Verde and PS Flats are collectively referred to herein as the “**Owners**” and individually as an “**Owner**.” The City, Lytle Development, El Rancho Verde and PS Flats are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. All capitalized terms used in the Recitals shall have the meanings given to such terms in Section 1 of this Agreement.

B. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the “**Development Agreement Statute**,” Sections 65864 *et seq.*, of the California Government Code. The Development Agreement Statute authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein.

C. To ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks the public benefits which are provided in this Agreement.

D. Based on the foregoing, the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to the Development Agreement Statute (Section 65864, *et seq.* of the Government Code) and the rules and regulations adopted by the City for consideration of development agreements, pursuant to Section 65865 of the Government Code.

E. Lytle Development is the fee owner of a portion of the Property (the “**Lytle Property**”), legally described on Exhibits A-1.

F. El Rancho Verde is the fee owner of a portion of the Property (the “**El Rancho Verde Property**”), legally described on Exhibit A-2.

G. PS Flats is the fee owner of a portion of the Property (the “PS Flats Property”), legally described on Exhibit A-3.

H. An initial application for approval of the Specific Plan was submitted to the City on December 12, 2007.

I. Each of Lytle Development, El Rancho Verde and PS Flats may from time to time transfer all or portions of the Property to one or more developers who will succeed them, as the case may be, as the owner or owners under this Agreement with respect to those portions of the Property transferred. Development of the Property shall be undertaken by Lytle Development, El Rancho Verde and/or PS Flats, and/or successor owners.

J. City Procedures and Actions.

1. On July 13, 2010, the City Council introduced and adopted Ordinance No. 1471 approving this Agreement. The second reading of Ordinance No. 1471 was on July 27, 2010.

2. As a result of the ruling of the San Bernardino County Superior Court, dated September 30, 2011, in Case No. CIVDS 1011874, *Endangered Habitats League, et al. v. City of Rialto, et al.*, the court ordered the City to rescind its approvals for the Specific Plan, including approval of Ordinance No. 1471 for this Agreement. On November 22, 2011, the City Council adopted Ordinance No. 1495 rescinding approval of Ordinance No. 1471, the second reading of which was on December 13, 2011.

3. In compliance with the superior court’s decision, the City has prepared a Recirculated Portions of the Draft Environmental Impact Report, and the City will reconsider the certification of the Environmental Impact Report, and reconsider approval of the Specific Plan, the General Plan Amendment, Zone Change, Initial Financing Map and this Agreement.

4. On May 30, 2012, the City’s Planning Commission held a public hearing on the Agreement, and made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved.

5. In accordance with the Development Agreement Statute, applicable City regulations, and other applicable law, the City Council on August 14, 2012, after conducting a duly noticed public hearing, considered the recommendations of the Planning Commission, adopted Ordinance No. 1511 (the “Ordinance”), to become effective on the thirty-first day after publication, approving this Agreement, having found that its provisions are consistent with the City’s General Plan and with the Specific Plan, and having authorized the execution of this Agreement.

6. The City has approved, or as of the Effective Date will have approved the Existing Development Approvals, as that term is defined in Section 1, below, for the Development of the Property in accordance with the Development Plan.

K. The City has fully complied with all of the requirements of the California Environmental Quality Act with respect to review and approval of the Project and this Agreement, including without limitation the City's review, consideration and certification of the EIR, the Findings adopted by the City, the Statement of Overriding Considerations and a Mitigation Monitoring Plan applicable thereto.

L. This Agreement and the Project are consistent with the General Plan and the Specific Plan.

M. Purpose of this Agreement.

1. Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Statute, and with full recognition of the City's policy of judicious restraints on its police powers, Owners desire to obtain reasonable assurances that the Project may be developed in accordance with the Existing Land Use Regulations, in accordance with the terms of this Agreement, and subject to the Section 3.11 (Reservations of Authority). Owners anticipate making capital expenditures in connection with the Development of the Project in reliance upon this Agreement. In the absence of this Agreement, Owners would have no assurance that they could complete the Project for the uses and to the density and intensity of development set forth in this Agreement and in the Existing Development Approvals. This Agreement, therefore, is necessary to assure Owners that the Project will not be: (1) reduced in density, intensity or use from what is set forth in the Existing Development Approvals; (2) subjected to new rules, regulations, ordinances or official policies which are not related to compliance with State or Federal mandates or health and safety conditions; or (3) subjected to delays for reasons other than health and safety enactments related to critical situations such as, but not limited to, the lack of wastewater treatment capacity, flooding or restricted water supply, as examples.

2. Mutual Objectives. Development of the Project by the Owners in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan and in the Specific Plan and will be, at a minimum, fiscally neutral with respect to its impact on the City. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions of this Agreement, including without limitation, imposition of certain fees, public dedications and public improvement requirements, and will further important policies and goals of the City. Additionally, although Development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement will provide the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other

benefits to the City, Owners will receive assurances that the Project may be developed during the term of this Agreement in accordance with the Existing Land Use Regulations, in accordance with the terms and conditions of this Agreement, and subject to the provisions of Section 3.11 (Reservations of Authority).

A G R E E M E N T

Based upon the foregoing Recitals, the Parties hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

The term “**Action**” shall have the meaning set forth in Section 16.3 below.

The term “**Annexation**” means addition of territory to the City, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code sections 56000 *et seq.*

The term “**Building Permit**,” with respect to any building or structure to be constructed on the Property, means a building permit for not less than the shell and core of such building or structure issued by the Division of Building and Safety of the City.

The term “**CEQA**” or “**California Environmental Quality Act**” means the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*), as may be amended from time to time.

The term “**Certificate of Occupancy**,” with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement.

The term “**CFD**” means the Community Facilities District for the Project allowed to be formed pursuant to the CFD Act by a Local Agency.

The term “**CFD Act**” means the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as may be amended from time to time, authorizing the imposition of a special tax to fund capital facilities and maintenance services.

The term “**City Council**” means the City Council of the City.

The term “**Dedicate**” or “**Dedication**” means to offer the subject land for dedication at the time of recordation of the final subdivision map for which such dedication is a condition of approval or as otherwise provided in Section 8.

The term “**Defaulting Party**” shall have the meaning set forth in Section 9.1 below.

The term “**Development**” or “**Develop**” means the improvement of the Property for purposes of constructing and completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading, the construction of infrastructure and public facilities related to the Project whether located within or outside the Property, the construction of buildings and structures, and the installation of landscaping. “**Development**” or “**Develop**” also includes the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof; provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

The term “**Development Agreement Fees**” means the monetary consideration charged by the City for entering into this Agreement, set forth on Exhibit “C” attached hereto.

The term “**Development Impact Fees**” means the monetary consideration, other than a tax or assessment charged by the City in connection with mitigating the Project-specific impacts of the Project and development of the public facilities related to development of the Project, including those fees, calculated on the basis of the number of residential units or square footage of non-residential development to be constructed, as set forth on Exhibit “C” attached hereto. Development Impact Fees do not include Processing Fees.

The term “**Development Plan**” means the Specific Plan Land Use Plan.

The term “**EIR**” means the Lytle Creek Ranch Environmental Impact Report certified by the City Council on July 24, 2012 (SCH No. 2009061113; City Council Resolution No. 6132), and any and all addenda thereto.

The term “**Effective Date**” of this Agreement means the effective date of the Ordinance approving this Agreement.

The term “**Existing Development Approvals**” means the Specific Plan, the EIR, the General Plan Amendment and Zone Changes and the Initial Financing Map.

The term “**Existing Land Use Regulations**” means all Land Use Regulations in effect as of the Effective Date, including all Existing Development Approvals.

The term “**Financing and Conveyance Map**” means any final subdivision map pursuant to the Subdivision Map Act, Government Code Sections 66410 *et seq.* which divides the Property into parcels or lots for financing and conveyance purposes only and which does not authorize development of any kind.

The term “**Force Majeure**” shall have the meaning set forth in Section 9.5 below.

The term “**General Plan**” means the City General Plan as it exists on the Effective Date, and as expressly amended by (i) General Plan Amendment/Zone Changes No. 29 approved by City concurrently with this Agreement (the “**GP Amendment and Zone Changes**”); and (ii) future amendments applicable to the Property, as approved by the Owners in the manner specified in Section 3.6 below.

The term “**Grand Paseo**” means a park area containing all of Planning Areas 37, 45, 51, 56, 61, 67, and 75, all as described in the Specific Plan.

The term “**Initial Financing Map**” means the tract map number 18767, that is a Financing and Conveyance Map approved approximately concurrently with the approval of the other Existing Development Approvals.

The term “**LAFCO**” means the San Bernardino County Local Agency Formation Commission.

The term “**Land Use Regulations**” means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, plan, regulation or official policy, governing any of the following: (i) the conduct, licensing or taxation of businesses, professions, and occupations; (ii) other than as provided in this Agreement or approved by the voters to fund the debt service of a general obligation bond or other city purpose funded by a city-wide ad valorem tax, including but not limited to a tax to fund the existing City PERS contract obligations,, taxes and assessments of general application upon all residents of the City; provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g. excise tax) or to directly finance the construction or maintenance of any public improvement in respect of which the Owner is paying any fee or providing any improvement pursuant to Article 5 hereof; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or (v) the exercise of the power of eminent domain.

The term “**Local Agency**” means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Project, including, but not limited to, the City.

The term “**Lot**” means any of the parcels legally created as a result of any approved final subdivision parcel or tract map or recordation of a condominium plan pursuant to the California Civil Code Section 1352 for the Property pursuant to the Subdivision Map Act, Government Code Sections 66410 *et seq.*

The term “**Master Subdivision Map**” means a vesting tentative tract map which encompasses substantially all or substantially all of the Property, as the same may be finally approved by the City, and subject to all terms and conditions contained in such tract map.

The term “**Mitigation Monitoring and Reporting Program**” means that certain mitigation monitoring and reporting program included as Appendix VI-B to the EIR.

The term “**Mortgage**” means a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

The term “**Mortgagee**” means the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

The term “**Mortgagee Successor**” means a Mortgagee or any third party who acquires fee title or any rights or interest in or with respect to the Property or any portion thereof through foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise from or through a Mortgagee. If a Mortgagee acquires fee title or any right or interest in or with respect to the Property or any portion thereof through foreclosure or trustee’s sale or by deed in lieu of foreclosure or trustee’s sale and such Mortgagee subsequently conveys fee title to such portion of the Property to a third party, then such third party shall be deemed a Mortgagee Successor.

The term “**Municipal Code**” means the City of Rialto Municipal Code, as the same existed as of the Effective Date of this Agreement and as may be amended from time to time consistent with this Agreement.

The term “**Non-Defaulting Party**” shall have the meaning set forth in Section 9.1 below.

The term “**Owner**” means any of the Owners, and any of the Owner Successors during the period of time that each such person or entity owns fee title to any portion of the Property. The term Owner excludes all Purchaser/Users.

The term “**Owner Successor**” means any person or entity (other than a Purchaser/User) who acquires fee title to some or all of the Property from an Owner, prior to the development of such portion of the Property, and subject to the terms of this Agreement.

The term “**Park Fees**” means Development Impact Fees levied by the City for Park Development pursuant to Section 3.34 of the Municipal Code and for Open Space pursuant to Section 3.44 of the Municipal Code.

The term “**Permitted Transferees**” means Lytle Development Joint Venture III, a California joint venture, Pharris III, LLC, a California limited liability company, Lytle

Development Joint Venture II, a California joint venture, Pharris II, LLC, a California limited liability company, a person or entity (i) that controls, is controlled by or is under common control with an Owner, (ii) that is a wholly owned subsidiary of an Owner, or (iii) if an entity, one that results from the merger of an Owner with such other entity and the entities described in Section 12.2.

The term “**Pre-Qualified Developer**” means a publicly traded builder or developer or a privately held merchant builder with a minimum net financial worth of Five Million Dollars and who has constructed at least 75 homes in California during the preceding five year period.

The term “**Project**” means the development of the Property pursuant to this Agreement, the Existing Land Use Regulations and the Existing Development Approvals, as depicted on Exhibit “B” attached hereto.

The term “**Property**” means the real property which is the subject of this Agreement and which is comprised of all of the Lytle Property, the El Rancho Verde Property, and the PS Flats Property.

The term “**Property Owner’s Association**” or “**POA**” means an association formed among the owners of real estate located within the Property (as the same may be subdivided from time to time), including but not limited to one or more homeowners’ association and/or other associations of owners of residential, industrial, commercial, educational and retail property.

The term “**Processing Fees**” means the following: (i) the City’s normal fees for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover the City’s costs associated with processing, review and inspection of applications, plans, specifications, etc.; (ii) fees and charges levied by any other public agency, utility, district or joint powers authority whether or not such fees are collected by the City, and whether or not such fees are used for maintenance or capital outlay purposes.

The term “**Proposed Project Facilities**” means those improvements set forth on Exhibit “D” attached hereto.

The term “**Purchaser/User**” shall have the meaning set forth in Section 2.6 below.

The term “**Quimby Act**” means Sections 66477 *et seq.*, of the California Government Code as implemented by Chapter 18.79 of Title 18 of the Municipal Code.

The term “**SANBAG**” means the San Bernardino Associated Governments, the council of governments and transportation planning agency for the County of San Bernardino.

The term “**Sports Park**” means a park area containing approximately 35.7 gross acres, to be located in Planning Area 72, improved with the facilities and equipment described in the Specific Plan and in Exhibit “H” attached hereto.

The term “**Specific Plan**” means the Lytle Creek Ranch Specific Plan, approved by City pursuant to Ordinance 1510, adopted on August 14, 2012.

The term “**Taxes**” means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Property disproportionately to similar types of development in the City and are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees, Development Agreement Fees, Processing Fees, Traffic Impact Mitigation Fees or fair share mitigation fees.

The term “**Term**” shall have the meaning set forth in Section 2.4 below.

The term “**Third-Party Legal Challenge**” means any referendum or third-party action or legal action that is instituted and which might affect or challenge the validity or enforceability of the Ordinance or this Agreement including its Exhibits, or any provision thereof, or any document implementing the provisions contained in this Agreement including its Exhibits.

The term “**Traffic Impact Mitigation Fees**” shall have the meaning set forth in Section 5.6 below.

The term “**Uniform Construction Codes**” shall have the meaning set forth in Section 3.11.4 below.

The term “**Zoning Code**” shall refer to the City of Rialto Municipal Code, Title 18, Chapters 18.02 *et seq.*, as the same existed as of December 10, 2007, (i) as amended by any zone change relating to the Property approved concurrently with the approval of this Agreement, and (ii) as the same may be further amended from time to time consistent with this Agreement.

2. EFFECT OF AGREEMENTS.

2.1 Effect of Development Agreement. The Parties intend and direct that this Agreement be the full understanding between the Parties as to their respective rights and obligations with respect to development of its portion of the Property, and that any interpretation of or dispute with respect to such rights and responsibilities be resolved by reference to this Agreement.

2.2 City Release As To Actions Prior To Effective Date. The City forever discharges, releases and expressly waives as against Owners and their respective partners, members, attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of

unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort, or other theories of direct and/or of agency liability (including but not limited to principles of *respondeat superior*) that it has now or has had in the past, arising out of or relating to this Agreement, and the currently existing land use plans for the Property or any portion thereof.

2.3 Owners Release As To Actions Prior To Effective Date. Each of Owners forever discharges, releases and expressly waives as against the City and it's respective councils, boards, commissions, officers, attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort or other theories of direct and/or of agency liability (including but not limited to principles of *respondeat superior*) that they have now or have had in the past, arising out of or relating to this Agreement, and the currently existing land use plans for the Property or any portion thereof.

2.4 Term. The term of this Agreement (as the same may be extended, the "Term") shall commence on the Effective Date and, except for those provisions in this Agreement that expressly survive the expiration of this Agreement, shall continue thereafter for a period of twenty-five (25) years from and after the Effective Date, with two (2) additional optional extensions of five (5) years for each extension, at the sole discretion of Owner, upon satisfaction of the conditions stated in this Section 2.4, unless this Agreement is terminated, modified or extended by circumstances set forth in this Agreement or by mutual written consent of all of the Parties. As a condition to Owner's right to extend the Term as set forth in the preceding sentence, as of the twenty-fifth anniversary of the Effective Date (subject to any Force Majeure delays) Certificates of Occupancy shall have been issued for both (a) not less than fifty percent (50%) of the residential units permitted by the Existing Development Approvals and (b) not less than fifty percent (50%) of the square feet of commercial space permitted by the Existing Development Approvals. As a further condition to Owner's right to extend the Term as set forth in the preceding sentence, as of the thirtieth anniversary of the Effective Date (subject to any Force Majeure delays) Certificates of Occupancy shall have been issued for both (a) not less than seventy percent (70%) of the residential units permitted by the Existing Development Approvals and (b) not less than seventy percent (70%) of the square feet of commercial space permitted by the Existing Development Approvals. However, in the event that maximum number of residential units or maximum square footage of industrial and commercial development is reduced by action of other governmental entities with jurisdiction or by a court, the maximum number of residential units and/or commercial space shall be reduced accordingly and the aforementioned percentages prorated.

2.5 Termination If Annexation has not Occurred. The provisions of this Agreement shall terminate with respect to any portion of the Property for which an

application for annexation has not been filed with LAFCO within one year following the date upon which the Existing Development Approvals and all federal and state permits required for the Development of the Property are final and all litigation with respect thereto and this Agreement has been finally resolved and no longer subject to appeal or further judicial review, whichever is the last to occur, subject to the provisions of Section 6, but in no event later than 10 years after the Effective Date of this Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the City in its sole discretion if, for any reason, the annexation to the City of the properties described in Exhibit B as Neighborhood II and Neighborhood III is not completed within 10 years following the Effective Date of this Agreement. At the discretion of the City, the annexation of Neighborhoods II and III shall be conducted concurrently.

2.6 Termination Upon Sale Of Individual Lots To Public And Completion Of Construction. The provisions of this Agreement shall terminate with respect to any individual Lot and such Lot shall be released from and shall no longer be subject to this Agreement (without the execution or recordation of any further document or the taking of any further action) upon the satisfaction of both of the following conditions: (i) the Lot has been finally subdivided and sold, leased (for a period longer than one (1) year as evidenced by a lease) or otherwise conveyed to a member of the public or any other ultimate purchaser or user (collectively, a “**Purchaser/User**”) which is not an Owner; and (ii) a Certificate of Occupancy has been issued for the building or buildings on the Lot or a final inspection of the building(s) has been approved by the City authorizing occupancy. The City shall cooperate with the Owner, at no cost to the City, in executing in recordable form any document that the Owner may submit to confirm the termination of this Agreement as to any such Lot.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Applicable Regulations; Vested Right To Develop. During the Term of this Agreement, the terms and conditions of development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, maximum height and size of proposed buildings and provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Existing Land Use Regulations and in the Existing Development Approvals subject to the provisions of Section 3.11 of this Agreement. The maximum number of residential units authorized to be constructed hereunder and the maximum square footage of industrial and commercial development, without regard to any density bonus or incentive or concession for child care pursuant to Government Code Sections 65915 through 65918 or other similar legislation or regulation the right to which is hereby waived by Owners, is 8,407 units and 849,420 square feet of industrial and commercial development. However, in the event that maximum number of residential units or maximum square footage of industrial and commercial development is reduced by action of other governmental entities with jurisdiction, or by a final decision of a court, the maximum number shall be reduced accordingly which reduction shall be reported within 90 days thereafter by written notice to the City.

3.1.1 Vested Right To Develop. Subject to the terms and conditions of this Agreement, Owners shall each have the vested right to carry out and develop the Property in accordance with the Existing Land Use Regulations and the Existing Development Approvals. In furtherance of the foregoing, Owners each retains the right to apportion the uses, intensities and densities, between itself and any subsequent Owners, upon the sale, transfer, or assignment of any portion of the Property, so long as such apportionment is consistent with the Existing Development Approvals and the Existing Land Use Regulations.

3.1.2 Right To Future Approvals. Subject to the City's exercise of its police power authority as specified in Section 3.11.7, Owner shall each have a vested right: (i) to receive from the City all future development approvals for the Property that are consistent with, and implement, the Existing Land Use Regulations, the Existing Development Approvals and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons which are inconsistent with the Existing Land Use Regulations, the Existing Development Approvals or this Agreement; and (iii) to develop the Property in a manner consistent with such approvals in accordance with the Existing Land Use Regulations, the Existing Development Approvals and this Agreement.

3.1.3 Vesting of Future Approvals. Subject to Section 3.6 below, any future development approvals for the Property, including without limitation general plan amendments, zone changes, or parcel maps or tract maps, shall upon approval by the City be vested in the same manner as provided in this Agreement for the Existing Land Use Regulations and the Existing Development Approvals.

3.2 Tentative Subdivision Maps. With respect to applications by an Owner for tentative subdivision maps for all or portions of the Property, such Owner may file and process vesting tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of the City's subdivision ordinance, as the same may be amended from time to time. The term of such tentative maps shall be extended automatically to be co-terminus with the Term of this Agreement. Owners have advised City that Owners intend to file multiple final subdivision maps, as may be determined by each Owner in its sole and absolute discretion. City agrees that it shall permit the filing of multiple final subdivision maps in accordance with the procedures set forth in Government Code Section 66456.1.

3.3 Financing And Conveyance Maps. Owners may file one or more tentative tract maps dividing the Property into separate legal lots or parcels for financing and conveyance purposes only (each, a "**Financing and Conveyance Map**"). A Financing and Conveyance Map shall not authorize any Development of the Property, and shall not be subject to any condition, exactions, or restrictions other than monumentation and other similar conditions that do not require the payment of money by Owners and do not require the installation or construction of any infrastructure improvements by Owners, and which the City commonly imposes on similar financing and conveyance maps.

3.4 Processing Of Applications And Permits. Upon satisfactory completion by one or more Owners of all required preliminary actions and payment of appropriate Processing Fees, if any, the City shall promptly proceed to process, check, and make a determination on all applications for development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code) and other applicable provisions of law, as the same may be amended from time to time.

3.5 Other Governmental Permits. Provided that an Owner pays the reasonable cost of such cooperation, the City shall cooperate with such Owner in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over the applicable portion of the Property for which such permit or approval is sought, provided that such permits and approvals are consistent with the Existing Land Use Regulations, the Existing Development Approvals and other City approvals for development of the Property; and provided further that such approvals are consistent with applicable regulatory requirements. The City does not warrant or represent that any other governmental or quasi-governmental permits or approvals will be granted.

3.6 Subsequent General Plan Amendments And Zone Changes. Owners shall be vested in their respective right to the development of the Property in accordance with the Existing Land Use Regulations and the Existing Development Approvals. Accordingly, any general plan amendments or zone changes or any other regulatory approvals with respect to development of any portion of the Property will not become effective as to such portion of the Property unless consented to in writing by all Owners of the portion of the Property affected by such general plan amendment or zone change who may exist as of the date of such general plan amendments or zone changes or any other regulatory approvals and are consistent with CEQA and any other applicable provisions of general law then in existence. By this paragraph the City does not represent that it will accept, process or approve any general plan, zone change or other regulatory action; provided that the City shall, subject to and consistent with its police power authority, accept, process and approve all regulatory actions required in order to effectuate the vested rights and benefits to the Owners contained in this Agreement.

3.7 Construction of Commercial Development. Owner agrees to phase the development of commercial development within the City in accordance with the following schedule.

Phase 1 – 1,681 residential units – 50,000 square feet of commercial

Phase 2 – 3,363 residential units – an additional 50,000 square feet of commercial for a cumulative total of 100,000 square feet of commercial

Phase 3 – 5,044 residential units – an additional 50,000 square feet of commercial for a cumulative total of 150,000 square feet of commercial

Phase 4 – 6,726 residential units – an additional 50,000 square feet of commercial for a cumulative total of 200,000 square feet of commercial

Phase 5 – 8,407 residential units – an additional 50,000 square feet of commercial for a cumulative total of 250,000 square feet of commercial.

Owner shall not commence construction of any phase of residential development following Phase 1 until such time as construction has commenced for the amount of commercial construction required for the previous phase of residential development. Once commenced, construction shall be completed within twelve (12) months. If not completed within twelve months, no further residential building permits shall be issued for that phase until the required commercial construction has been completed and certificates of occupancy issued.

3.8 Transfers to Non-Profit Entities. In the event an Owner transfers title to property that was assumed to be developed for industrial or commercial purposes in the economic analysis of the Project prepared by Stanley R. Hoffman and Associates, dated May 6, 2010, to a non-profit entity, other than schools, churches and government facilities, that receives an exemption from ad valorem real property taxes, and the transfer materially and adversely impacts the fiscal effect of the Project on the City, Owner shall compensate City for the lack of real property tax revenue in a manner mutually acceptable to Owner and City.

3.9 Public Benefits.

3.9.1 Local and Regional Public Benefits. This Agreement provides assurances that the public benefits identified below in this Section 3.9 will be achieved and developed in accordance with the terms of this Agreement. The Project will provide local and regional public benefits to the City, including without limitation:

(i) Increased Impact Fees. The Owner will pay Development Impact Fees in excess of the fees currently charged by the City for other development within the City as set forth in Exhibit C.

(ii) Development Agreement Fee. The Owner will pay Development Agreement Fees as set forth in Exhibit C.

(iii) Increase Tax Revenue. The development of the Property in accordance with the terms of this Agreement will result in increased ad valorem real property and sales tax and other revenues to the City.

(iv) Reducing Vehicle Miles Travelled. The Project will reduce vehicle trips by implementing a transportation demand management program that takes advantage of alternative modes of mass transit within the City.

(v) Pedestrian Mobility. The Project encourages pedestrian mobility through the provision of walking paths, signage guiding pedestrians to nearby

destinations and through preservation of significant open space to create pleasant environments that encourages walking.

(vi) Sustainable Design. The Owner will use their good faith efforts to include sustainable design at a LEED certifiable level for commercial and industrial uses and green building standards for residential construction.

(vii) Pedestrian Connection. The Project will include a public pedestrian trail along the northernmost portion of Property.

(viii) Pedestrian Environment on Riverside Avenue. The Project will include improvements that enhance the pedestrian environment on Riverside Avenue, including bus turnouts, enhanced landscaping and other pedestrian amenities.

(ix) Reduce Traffic Congestion. The Project will include improvements and contribute fees to improvements that will reduce congestion on local streets and the regional transportation network such as Interstate I-15.

(x) Public Schools. The Project will include the construction of an elementary school and a K-8 school which will benefit residents without the Project and well as within the Project.

(xi) Open Space. Over 900 acres of natural open space will be preserved in perpetuity.

(xii) Parks and Recreation. Park and recreation improvements include:

- 21.0 acres of neighborhood parks
- 23.5 acres devoted to the "Grand Paseo," a greenbelt that will vary in width from between 70 feet and 100 feet and contain picnic areas, seating, and landscaping
- The Sports Park containing soccer fields and baseball diamonds, playgrounds, concession facilities, restrooms and picnic areas
- 10.0 acres devoted to private recreation centers (two 3-acre recreation centers with swimming pool and one 4-acre recreation center with swimming pool and water play area for children)
- 3.0-acre Active Adult recreation center (private for Active Adult homeowners only)
- 27.2 acres of linear open space/recreation land, trails and walkways

3.10 Assurances To Owner. The Parties acknowledge that the substantial public benefits to be provided by Owners to the City pursuant to this Agreement are in consideration for and reliance upon assurances that the City will permit Development of the Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict or limit the Development of the Property in any manner that would

conflict with the provisions of this Agreement. The City acknowledges that Owners cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules and other factors which are not within the control of Owners or the City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that all Owners shall have the vested right to develop the Property in such order and at such rate and at such time as such each such Owner deems appropriate within the exercise of such Owner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by the City's electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent that such moratorium, referendum or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Owners acknowledge and agree that nothing herein is intended or shall be construed as (i) overriding any provision set forth in this Agreement relating to the phasing of development of the Project; (ii) overriding any provision of the Existing Land Use Regulations or the Existing Development Approvals relating to the phasing of development of the Project; or (iii) restricting the City from exercising the powers described in Section 3.11 of this Agreement to regulate development of the Property. Nothing in this Section 3.9 is intended to excuse or release an Owner from any obligation set forth in this Agreement which is required to be performed on or before a specified calendar date or event without regard to whether or not one or more Owners proceeds with any portion of the Project.

3.11 Reservations Of Authority. Notwithstanding any provision set forth in this Agreement to the contrary, the laws, rules, regulations, official policies and conditions of approval set forth below in this Section 3.11 shall apply to and govern development of the Property.

3.11.1 Consistent Future City Regulations. City ordinances, resolutions, regulations and official policies adopted or approved after the Effective Date pursuant to procedures provided by law which do not conflict with the Existing Land Use Regulations, the Existing Development Approvals, and this Agreement shall apply to and govern development of the Property. Without limitation, any future City regulations, whether adopted by voter initiative or City Council action or otherwise, which materially increase the cost of development (except future fees adopted on a city-wide basis as referenced in Section 5.2.3 below), reduce the density or intensity of the Project below

that permitted by the Existing Land Use Regulations and the Existing Development Approvals or materially limit the rate, timing or sequencing of development of the Property, or otherwise materially restrict any of the permitted uses, density, improvements, and construction shall be deemed inconsistent with this Agreement and shall not be applicable to the development of any portion the Property, unless the Owner of such portion of the Property expressly so consents. The Parties understand and agree that this Section 3.11.1 applies to the City's future adoption of ordinances, resolutions, regulations and official policies, but not to the imposition of conditions on future discretionary applications such as subdivision maps, conditional use permits, master plans, or similar approvals. The extent to which the City may impose conditions in connection with the evaluation of such subordinate discretionary applications is governed by the standards set forth in Section 3.11.6, below.

3.11.2 Overriding State and Federal Laws and Regulations. State and federal laws and regulations, including those of their regional agencies or departments such as the Regional Water Quality Control Board, which override the Owner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations and official policies which are necessary to enable the City to comply with such overriding state and federal laws and regulations; provided, however, that (i) none of the Owners waives its right to challenge or contest the validity of any such state, federal or local laws, regulations or official policies; and (ii) in the event that any such state or federal law or regulation (or City ordinance, resolution, regulation or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such state or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption and amendment of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect thereto.

3.11.3 Public Health And Safety. Any City ordinance, resolution, regulation, or official policy, which is reasonably necessary to protect persons on the Property in the immediate community, or both, from conditions dangerous to their health, safety, or both, shall apply to the Property notwithstanding that the application of such ordinance, resolution, regulation, or official policy or other similar limitation would result in the impairment of Owner's vested rights under this Agreement. Any such regulations must constitute a valid exercise of the City's police power and must be applied and construed so as to provide the Owner, to the maximum extent possible, with the rights and assurances provided under this Agreement.

3.11.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property. As used herein, the term "**Uniform Construction Codes**" collectively currently includes the 2007 California Building Codes, the 2007 California Electric Code, the 2007 California Plumbing Code, the 2007 California Mechanical Code, the 2006 Uniform Solar Energy

Code, the 2006 Uniform Swimming Pool, Spa and Hot Tub Code, the 1997 Uniform Housing Code, the 1997 Uniform Administrative Code and the 2007 California Fire Code (including amendments thereto by the San Bernardino Fire Authority), as modified and amended by official action of the City in accordance with the provisions of Health and Safety Code Section 17958.7. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by the City which is more restrictive than the provisions of subsequent Uniform Construction Codes of the City, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including but not limited to California Health and Safety Code Section 18941.5.

3.11.5 Prevailing Wages. Owner shall carry out the Development of the Property in conformity with all applicable federal and state labor laws (including, without limitation, if applicable, the requirement under California law to pay prevailing wages and to hire apprentices). The Parties believe that the Development is not considered to be a "public work" under California law because the Project is receiving no financial assistance from City other than the reimbursement of the costs of constructing the public improvements required by City as a condition of approval of the Project, in accordance with Section 1720(c)(2) of the California Labor Code and this Agreement. Therefore, only the construction of such public improvements may be subject to the requirements of Labor Code Section 1720, *et seq.* relating to the payment of prevailing wages and the hiring of apprentices. Notwithstanding the foregoing, Owner shall be solely responsible for determining and effectuating compliance with such laws, and City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Improvements or any part thereof. Owner hereby expressly acknowledges and agrees that City has not previously affirmatively represented to Owner or its contractor(s) with respect to the Development of the Project, in writing or otherwise, that the work to be covered by this Agreement is not a public work, as defined in Section 1720 of the Labor Code. Owner hereby agrees that Owner shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. Owner shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or increased costs (including reasonable attorneys fees, court fees, and other litigation costs including but not limited to fees of expert witnesses) which, in connection with construction related to the Development of the Project (as defined by applicable law and/or California labor law), results in or arises from the following: (1) the noncompliance by Owner with any applicable state and/or federal law (including, without limitation, if applicable, the requirement to pay prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Owner to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with the Development of the Project, including, without limitation, any and all public

works (as defined by applicable law), Owner shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the Development of the Project by any Owner.

3.11.6 Eminent Domain. The City shall not be required to exercise its power of eminent domain in connection with the Project, except as may be required for any mitigation measure included in the Existing Development Approvals that requires any of the Owners to acquire real property not part of the Property. In the event Owner is unable, after exercising reasonable efforts, including but not limited to its rights under Sections 1001 and 1002 of the California Civil Code, to acquire the necessary property interests, and if so requested by the Owner and upon the Owner's provision of adequate security for costs the City reasonably may incur, the City shall use reasonable good faith efforts to negotiate the purchase of the necessary real property at a price acceptable to the Owner. Upon the failure of the City to acquire such real property by negotiation, the City agrees to consider use of its eminent domain power to acquire such real property. However, nothing in this Agreement shall be construed to require the City to acquire such real property by the exercise of such powers, which shall be exercised only in the sole discretion of the City and only after the City has determined that there is substantial evidence of each of the following:

- (i) The public interest and necessity require the acquisition of such property for the purpose of constructing or installing public improvements thereon;
- (ii) Such public improvements are planned and located in the manner that will be more compatible with the greatest public good and the least private injury;
- (iii) Such property is necessary for such public improvement; and
- (iv) That either the offer required by California Government Code Section 7267.2 has been made to the Owner or Owners of the property, or that offer has not been made because such Owner or Owners of record cannot be located with reasonable diligence.

Prior to undertaking any proceedings for voluntary acquisition or condemnation, the City and the Owner subject to the requirement to acquire such property shall enter into an agreement which requires the Owner's deposit with the City of an amount of funds estimated by the City to be necessary to reimburse it for all costs and expenses incurred relative to such acquisition or condemnation, including without limitation, the City staff time, voluntary acquisition or judicial award costs, court costs, appraisal and engineering costs, attorney's fees, expert witness fees and other reasonably

necessary litigation costs. The failure of such Owner or Owners to enter into such agreement with the City shall relieve the City of all of its obligations pursuant to this Section 3.11.6 of this Agreement; provided, however, that such Owner or Owners shall still be obligated to construct the required public improvement or substitute improvements and facilities, at no greater cost, as determined by the City.

3.11.7 Police Power. In all respects not provided for in this Agreement, the City shall retain full rights to exercise its police power to regulate the development of the Property, and any uses or developments requiring a site plan, tentative tract map, master plan, or other discretionary permit or approval as required pursuant to the Existing Land Use Regulations or Existing Land Use Approvals. The City's discretion with respect to such actions shall be exercised consistent with the Owner's vested rights under this Agreement as set forth in Section 3.1. The City acknowledges pursuant to Government Code Section 65865.2 that the conditions, terms, restrictions, and requirements for subsequent discretionary actions or permits shall not prevent Development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

4. Specific Plan.

4.1 Specific Plan. Land use and development on the Property shall be governed by the Specific Plan and this Agreement. Notwithstanding any other provision of this Agreement, the Owners shall have the right but not the obligation to build the uses specified in the Specific Plan at the locations specified in the Specific Plan.

4.2 Priority Of Specific Plan. The City has determined that the Specific Plan is consistent with the General Plan and the Zoning Code. As such, the Specific Plan shall be the primary document governing the use and development of the Property and in the event of a conflict shall prevail over any other of the Existing Development Approvals.

5. FEES.

5.1 Processing Fees. During the Term of this Agreement, the City may require Owners to pay all Processing Fees applicable to the Development of the Project, at the rates then in effect with respect to the applicable application date.

5.2 Development Impact Fees.

5.2.1 Limit on Exactions, Mitigation Measures, Conditions and Development Fees. Except for those fees expressly set forth in Section 5.6 below and subject to the changes permitted by Section 5.2.3 below, the City shall charge and impose only those exactions, mitigation measures and conditions, including, without limitation, dedications as are set forth in the Existing Development Approvals, and those fees relating to development or the privilege of Developing the Property as are expressly set forth in Exhibit "C" attached hereto, and no others.

5.2.2 Payment of Development Impact Fees. Each Owner shall pay all Development Impact Fees with respect to Development commenced on the portion of the Property owned by such Owner. The Development Impact Fees for wastewater collection and treatment, police, and fire set forth on Exhibit "C" of this Agreement shall be calculated and paid concurrent with the issuance of a Building Permit for a building, and shall be calculated based upon the number of residential units or square footage of non-residential development included in such building. Except for the wastewater collection and treatment, police, and fire Development Impact Fees, all other Development Impact Fees and the Development Agreement Fee shall be calculated and paid concurrent with the issuance of a Certificate of Occupancy for a building, and shall be calculated based upon the number of residential units or square footage included in such building.

5.2.3 Fee Reset Date. Except as provided in Sections 5.4 through 5.6, all Development Impact Fees shall be fixed for a period commencing on the issuance of the first grading permit for the Project other than grading for the Sports Park Facility and ending on the date that is the tenth anniversary of the issuance of the first grading permit or June 30, 2025 whichever occurs first (the "**Fixed Fee Period**"). On the day after the end of the Fixed Fee Period (the "**First Fee Reset Date**"), all Development Impact Fees shall be recalculated to be equal to the applicable Development Impact Fees generally charged on the First Fee Reset Date by the City to all developments within the City (regardless of whether such new fees are more or less than the Development Impact Fees previously in effect). If this Agreement is extended for an initial five year period as provided in Section 2.4, on June 30, 2035 (the "**Second Fee Reset Date**"), all Development Impact Fees and any new citywide fees shall be recalculated to be equal to the applicable Development Impact Fees and new citywide fees generally charged on the Second Fee Reset Date by the City to all developments within the City (regardless of whether such new fees are more or less than the Development Impact Fees previously in effect). If this Agreement is extended for a second five year period as provided in Section 2.4, on June 30, 2040 (the "**Third Fee Reset Date**"), all Development Impact Fees and any other new citywide fees shall be recalculated to be equal to the applicable Development Impact Fees generally charged on the Third Fee Reset Date by the City to all developments within the City (regardless of whether such new fees are more or less than the Development Impact Fees previously in effect). The City and Owner shall execute an amendment to Exhibit "C" and shall attach the revised Exhibit C to this Agreement to reflect the new Development Impact Fees established as of the Fee Reset Dates. After recalculation on the Fee Reset Dates, all Development Impact Fees shall then be fixed at such new amounts for the remaining Term of this Agreement. The Owners shall have the option to pre-pay Development Impact Fee for up to 1,000 residential permits at any time prior to the First Fee Reset Date. All remaining unpaid Development Impact Fees that would be applicable to all approved residential units for the entire Project, but for which no Building Permits have then been issued, and such pre-paid Development Impact Fees shall be calculated at the rates set forth on Exhibit "C" of this Agreement, or in Section 5.6 below.

5.3 Storm Drain Fees. The Owners shall treat all storm water within the Project boundaries without discharge into the City's existing storm drain system and therefore, no off-site infrastructure for the collection, treatment, handling or transportation of storm water shall be constructed in connection with the Project. Accordingly, the Owners shall be exempt from all storm drain fees, charges, hook-up fees or other similar charges.

5.4 Wastewater Facilities.

5.4.1 Wastewater Fees. The City levies two capital facilities fees related to wastewater: (i) a wastewater collection fee; and (ii) a wastewater treatment fee. The wastewater collection fees shall be fixed in accordance with Section 5.2.3 above, however, wastewater treatment fees shall be based on the applicable fee in effect at the time the fee is due as provided in the Municipal Code. However, if from time to time the City reduces the wastewater treatment fees it charges to any other development consisting of 20 residential units or more, then the wastewater treatment fee shall be automatically reduced to equal the wastewater treatment fee charged to the other development for a period of one year following the issuance of the last building permit for such other development.

5.4.2 Construction of Wastewater Collection Infrastructure in Lieu of Fees. If any additions, improvements and/or upgrades to the City's wastewater collection system outside the boundaries of the Property are required in connection with any Development of the Project, then the Owner shall have the option to elect to construct some or all of such additions, improvements and/or upgrades, at their sole cost and expense. The Owner completing any such works of improvement shall be entitled to offset the actual costs incurred by such Owner for the design, permitting, construction and installation of such works of improvement against any wastewater collection-related Development Impact Fees that may otherwise be payable in connection with future development of the portion of the Property owned by such Owner. As the Owner is not constructing any portion of the wastewater treatment facility, no offset shall be applied to the wastewater treatment fee. Any offsets against Development Impact Fees available to any Owner may be freely transferred among the Owners by delivering written notice of such transfer to the City.

5.4.3 Wastewater Treatment Capacity. The City shall use its best efforts to obtain the required permits and construct the needed improvements to the City wastewater treatment facilities in order to serve the Project. Owner shall keep City apprised of its building permits expectations (for the next 12 months) on January 15th and July 15 of each calendar year so that the City may plan its expansion responsibilities.

5.5 Park Fees. Owner will be constructing, installing and improving the park and recreation facilities listed below, which are deemed to be park, recreation and/or open space for the purpose of complying with the Municipal Code park dedication requirements. Within Neighborhoods II and III, with the exception for the Sport Park and except as provided below, all parkland and open space shall be maintained by POA, the

developer, the Owner or such other entity as approved by the City. Provided that all required parks and recreation facilities are constructed and installed in accordance with the Specific Plan and this Agreement, the Project will not be subject to the imposition of Park Fees by the City. The City acknowledges that the value of the land and improvements for the park, recreation and open space land and facilities exceeds the aggregate of all park fees which may be charged by the City pursuant to the Municipal Code in connection with the proposed Development of the entire Project.

Developer and/or Owners shall construct and install within the Project boundaries the following park and recreation facilities:

(a) the Grand Paseo Park, which consists of approximately 24 acres of meandering multi-purpose improved trail ranging in width from 70 feet to 100 feet and connecting all of the recreational elements in the Specific Plan for Neighborhood 3. The Grand Paseo also will include picnic areas, benches, walkways, and other recreational elements;

(b) three (3) publicly accessible parks (each containing approximately three acres), contiguous to the Grand Paseo Park, equipped with typical neighborhood park facilities, which could include picnic facilities, shade structures, playgrounds, turf areas, and related facilities;

(c) four (4) private recreation centers totaling approximately 12 acres, which will be gated and accessible only to the residents of the Project. These centers will include clubhouse facilities, restrooms, and other amenities including swimming pools;

(d) the Sports Park;

(e) Neighborhoods I and IV of the Project shall provide improved parkland within these neighborhoods in accordance with this Agreements requirement of 3 acres per 1,000 residents, utilizing a per dwelling unit population factor of 3.153 persons per dwelling unit. The appropriate parkland requirement shall be calculated and displayed within the respective underlying subdivision tentative maps at such time said tentative map is processed (within Neighborhoods I and IV). The minimum acceptable park proposed for public maintenance shall be 3 acres.

5.6 Traffic Impact Mitigation Fees.

5.6.1 Fees to be Established. The City has established a development impact fee for the purpose of collecting funds to pay for the cost of constructing transportation improvements. The fee includes freeway interchange and arterial roadway improvements which are partially funded by SANBAG under the Measure I 2010-2040 Program and which are identified in a list of improvements submitted by the City and approved by SANBAG (the "Nexus List"). The fee also includes local improvements which are not subject to reimbursement under the Measure I 2010-2040 Program. The Traffic Impact Mitigation Fee established by the City includes interchange, arterial, and local improvement components. Subject to the provisions of

Section 5.6.3 below, each Owner shall be obligated to pay the applicable Traffic Impact Mitigation Fee established by the City with respect to the portion of the property then owned by such Owner.

5.6.2 Riverside Avenue/Sierra Avenue Project. At the first available date for amending the Nexus List eligible for reimbursement from SANBAG under the Measure I 2010-2040 Program, the city shall add a project(s) for improving Riverside Avenue and Sierra Avenue along the frontage of the property (the Riverside/Sierra Project). The City Acknowledges that it may need to delete other arterial roadways of equivalent value from the Nexus List or increase the unfunded deficiency. The estimated current cost for the Riverside/Sierra Project is \$8,300,000. The Owner shall be entitled to a credit or reimbursement for the actual cost of constructing the Riverside/Sierra Project against the Traffic Impact Mitigation Fees provided Owner complies with the approved rules and procedures for such credits or reimbursements, including as applicable the payment of prevailing wages for the cost of labor related to the improvements.

5.6.3 Increase to Traffic Impact Mitigation Fees. The City has established the amount of Traffic Impact Mitigation Fees for a single residential unit for the calendar year 2010 (the “Base Fee”) as \$2,776 per residential unit and \$1,923 per multi-family residential unit as illustrated in Exhibit C-1. The Base Fee will be increased or decreased on January 1 of each year to an amount equal to the product obtained by multiplying (i) the Base Fee by (ii) the factor recommended by SANBAG to adjust the Traffic Impact Mitigation Fee based upon inflationary costs for construction projects .

5.7 Owner to Construct Traffic Improvements and Pay Fair Share Fees. The Mitigation Monitoring and Reporting Program identifies a series of traffic infrastructure improvements that will be required in connection with the development of the Project. The completion of the traffic improvements as set forth in the Mitigation Monitoring and Reporting Program shall be the sole and only obligation of Owners. All of the traffic infrastructure improvements as set forth in the Mitigation Monitoring and Reporting Program shall be designed and constructed in accordance with all applicable laws, policies and regulations then in effect, and in accordance with the specifications for such traffic improvements applied generally to similar traffic improvements.

6. ANNEXATION

The Development Agreement’s effectiveness is subject to the annexation of the Property into the City. In the event LAFCO requires the City to include certain inhabited island areas within the City as shown on Exhibit “I” (the “County Inhabited Islands”), the Owner agrees to include the LAFCO Islands within the application for annexation of the Property. City and Owner agree to use their best efforts to accomplish the annexation of the Property to the City. In the event that annexation of portions of the Property is not approved by the Local Area Formation Commission, or for any other reason is not annexed to the City, then any such portions shall be excluded from this Development Agreement. City agrees, subject to the negotiation of a tax allocation agreement with the

County of San Bernardino acceptable to City, to use its best efforts to expeditiously accomplish the annexation of the Property, or such portions thereof as may be approved by Owner, to the City.

7. PAYMENT FOR CERTAIN PUBLIC IMPROVEMENTS AND FINANCING OF SAME

7.1 Owner's Obligations to Construct and Fund Construction. Owners have the obligation to pay fees for, construct or cause to be constructed, and to pay for the construction of, the Proposed Project Facilities (as identified in Exhibit D).

7.2 Formation of the CFD. Subject to the provisions of this Section 7, a CFD may be established to finance certain police, fire and park maintenance costs (incurred as a result of development of the Property) through the levy of a services special tax in the amount of One Hundred Four Dollars (\$104.00) per residential unit (the "Services Special Tax") located within the boundaries of such CFD. The City and Owner hereby agree to cooperate in good faith to form such a CFD, which will encompass and encumber the Property for the purposes of funding the Services Special Tax for as long as such police, fire and park maintenance services are required. Final terms and conditions regarding the formation of the CFD, its boundaries, shall be determined jointly by the City and Owner provided, however, that under no circumstances will the aggregate special tax levy on any parcel of the Property exceed 2% of the value of such parcel.. Owner hereby acknowledges that the City will determine, in its sole discretion, whether or not to finally form the CFD; provided, however, that should the City decide not to form a CFD for the purposes set forth above, either party may terminate this Agreement upon providing the other party with 30 days of prior written notice prior to the actual termination date. If, despite the parties' good faith efforts, the parties are unable to agree upon an alternative means of financing the Special Services Tax, either party may terminate this Agreement upon providing the other party with 30 days written notice prior to the actual termination date.

7.3 Sports Park. [OMITTED]

7.4 CFD Petition. Owners may execute and deliver to the City a petition as described in Section 53318(c) of the California Government Code (the "**CFD Petition**") at such time as Owners may determine. Upon the delivery of the CFD Petition, the City shall initiate and conduct the required proceedings for the consideration of the formation of a CFD as set forth in Government Code Section 53311 *et seq.*, including but not limited to, the City adopting a Resolution of Intention to establish the CFD within ninety (90) days from the submission of the CFD Petition and the payment of any applicable deposit, and then the City holding a public hearing on the establishment of the CFD within thirty (30) days to sixty (60) days after the adoption of the Resolution of Intention and the City shall use its best efforts to adopt a CFD on the terms set forth in the CFD Petition.

7.4.1 Cooperation for Formation. Subject to the limitations set forth in this Agreement, Owners shall cooperate with the City and take all reasonable actions to accomplish the formation of the CFD and the levying of such special taxes.

7.5 Reimbursement Agreements. If and to the extent that any Owner constructs or installs any infrastructure and/or facilities that have a capacity or size in excess of that required for use solely within the Project, the City shall enter into reimbursement agreements with Owners providing for reimbursement to Owners (including a reasonable rate of interest) of all costs and expenses incurred by Owners and/or the Owner that may construct such improvements for that portion of the dedications, public facilities and/or infrastructure that the City, pursuant to this Agreement, may require pursuant to the Existing Land Use Regulations, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project or development on the Property. City further agrees to adopt ordinances, including but not limited to those authorized by Government Code Section 66485 et seq., as may be required in order to impose a reimbursement obligation on other properties which may be served or benefited by the oversized infrastructure or facilities. Such reimbursement shall be contingent on collection of funds with which to make such reimbursement from other properties benefitted by such excess capacity, and shall not extend beyond the term of this Agreement.

8. DEDICATIONS AND CONVEYANCES OF PROPERTY INTERESTS.

8.1 Park Improvements.

8.1.1 Grand Paseo Park and Neighborhood Parks. On or before the date Certificate of Occupancies have been issued for an aggregate of 782 residential units within Neighborhood III on the Property, Owners shall improve certain neighborhood parks, based on the rate of 3 acres of park per 1,000 residential population. The parkland required by such date includes the following: (a) one (1) of the neighborhood parks identified in the Specific Plan, (b) approximately 7.7 acres of the Grand Paseo Park, and (c) one of the three private recreation centers contemplated by the Specific Plan. In addition to the parkland required in the foregoing sentence, on or before the date Certificate of Occupancies have been issued for an aggregate of 2,347 residential units within Neighborhood III on the Property, Owners shall improve certain additional neighborhood parks, based on the rate of 3 acres of park per 1,000 residential population. The parkland required by such date includes the following: (a) one (1) additional neighborhood park identified in the Specific Plan, (b) approximately 7.7 additional acres of the Grand Paseo Park, and (c) the second of the three private recreation centers contemplated by the Specific Plan. In addition to the parkland required above in this Section 8.1.1, on or before the date Certificate of Occupancies have been issued for an aggregate of 3,229 residential units within Neighborhood III, Owners shall improve certain additional neighborhood parks, based on the rate of 3 acres of park per 1,000 residential population. The parkland required by such date includes the following: (a) one (1) additional neighborhood park identified in the Specific Plan, (b) any of the Grand Paseo Park that has not then been completed, and (c) the third of the three private

recreation centers contemplated by the Specific Plan. These improvements fully satisfy all Owners' obligations to the City with respect to neighborhood parks. Some of the Projects' park facilities (i.e. recreation centers) are to be privately owned and maintained for the exclusive benefit of the residents of the Project. The Grand Paseo Park and the attached neighborhood parks (portions of Planning Areas 40, 53, 60) will be public parks open to the public. Parks within Neighborhoods I and IV less than three (3) acres in size shall be maintained by the POA. Owners shall provide improved parkland within Neighborhoods I and IV or pay fees in accordance with the Quimby Act requirement of 3 acres per 1,000 residents utilizing a per dwelling unit population factor of 3.153 persons per dwelling unit.

8.1.2 Sports Park.

The Sports Park as generally described in Exhibit H shall be dedicated, designed and constructed upon the earlier to occur of the following:

(i) On or before the date Certificate of Occupancies have been issued for an aggregate of 3,000 residential units, the Owner shall offer to dedicate the land upon which the Sports Park is to be constructed. On or before the date Certificate of Occupancies have been issued for an aggregate of 3,500 residential units, Owner shall have completed final rough grading of the Sports Park site. Thereafter, on or before the date Certificate of Occupancies have been issued for an aggregate of 4,203 residential units, Owner shall commence construction of the Sports Park with the Sports Park to be completed 9 months thereafter. Notwithstanding the foregoing, if during the CEQA process, the federal, or the state environmental permitting process or the imposition of subsequent governmental standards or requirements, the developable acreage of the project is diminished, the Owners reserve the right to diminish the size of the Sports Park as follows:

(a) If the number of approved residential building permits reaches 70% (5,885) of the maximum residential entitlement of 8,407 units with in Neighborhoods I, II, III and IV, the park shall consist of the entire Planning Area 72 (approximately 35.7 acres in size).

(b) If the number of approved residential units is between 65% and 70% of the maximum residential entitlement of 8,407 units (between 5465 and 5884 units), then the required park size shall be reduced to 29.0 acres.

(c) If the number of residential units is less than 65% of the maximum residential entitlement of 8,407 units (less than 5,465), then the required park size shall be reduced to 23.0 acres.

(ii) If only Neighborhoods II and III (or only neighborhoods II, III and IV) are annexed to the City, the offer of land dedication shall continue

to be required on or before Certificates of Occupancy are issued for 3,000 residential units within neighborhoods II and III (and neighborhood IV if annexed). On or before the date Certificate of Occupancies have been issued for an aggregate of 3,500 residential units within neighborhoods II and III (and neighborhood IV if annexed), Owner shall have completed final rough grading of the Sports Park site. Thereafter, construction shall commence before the date Certificate of Occupancies have been issued for an aggregate of 4,203 residential units (which is equal to 69% of the summation of the units within Neighborhoods II and III) with park to be completed 9 months thereafter. Notwithstanding the foregoing, if during the CEQA process, the federal, or the state environmental permitting process or the imposition of subsequent governmental standards or requirements, the developable acreage of the project is diminished, the Owners reserve the right to diminish the size of the Sports Park as noted below. If developable acreage is lost for the reasons listed above, then for purposes of calculating the number of permits as referenced below, the said lost acreage shall be multiplied by the density of said lost acreage (as referenced from it's location on the Land Use Plan – Exhibit B) and subtracted from the maximum residential entitlement of 8,407 units.

(a) If the number of approved residential units reaches 70% (4,382) of the maximum residential entitlement of 6,260 units within Neighborhoods II and III, the Sports Park shall consist of the entire Planning Area 72 (approximately 35.7 acres in size).

(b) If the number of approved residential units is between 65% and 70% of the maximum residential entitlement of 6,260 units (between 4,069 and 4,381 units), then the required park size shall be reduced to 29.0 acres and the construction of the Sports Park shall start at 4,150 units with park to be completed 9 months thereafter.

(c) If the number of approved residential units is less than 65% of the maximum residential entitlement of 6,260 units (less than 4,069), then the required park size shall be reduced to 23.0 acres and the construction of the Sports Park shall start at 4,000 units with park to be completed 9 months thereafter.

(iii) The Sports Park shall be sized based upon the greater of the obligations established pursuant to (i) or (ii). The number of approved residential units shall be established upon completion of the state and/or federal permitting process, judicial review or the imposition of subsequent governmental standards or requirements. Within 90 days of receiving such action or actions as listed above, the owner shall report to the City the number of approved residential units upon which the City will base the Sports Park obligation. If developable acreage is lost for the reasons listed above, then for purposes of calculating the number of units, the said lost acreage shall be multiplied by the density of said lost acreage

(as referenced from it's location on the Land Use Plan – Exhibit B) and subtracted from the maximum residential entitlement of 8,407 units.

(iv) As security for the construction of the Sports Park, Owner shall deposit with the City the sum of \$2,442 per residential unit within Neighborhoods II and III at the time of the issuance of each residential building permit within Neighborhoods II and III until such time as the Owner commences construction of the Sports Park. The deposited funds shall be held by the City in an escrow account as security for the benefit of City to guarantee the construction of the Sports Park in accordance with the provisions of this Section 8.1.2. Upon commencement of construction of the Sports Park by Owner, the City shall release the funds in the escrow upon the request of Owner, which funds shall be utilized by Owner to pay for the cost of construction of the Sports Park. In the event Owner fails to construct the Sports Park as provided herein, City shall use the funds in the escrow account to construct the Sports Park to the extent of the available funds in the escrow account.

8.1.3 Open Space/Recreation Areas in Neighborhood II.

A Master Parcel Map shall be filed by the developer for Neighborhood II (2,567 single family units). A Master Parcel Map is a map that subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision in accordance with an approved Specific Plan, or for the purpose of securing financing, but not for the purpose of creating either individual residential lots for sale to end-user homeowners, and not for the purpose of allowing construction or other improvements on non-residential parcels.

Upon submittal of the Master Parcel Map, the developer shall submit final conceptual design plans for the following Open Space/Recreation Planning Areas (PA) within Neighborhood II: PA Nos. 81, 85, 86, 87, 88, 95, 96, 97, 99 and 101 (234 acres total). The Open Space/Recreation design plans shall specify the location and size of *either* a 19,000 square foot clubhouse facility to be constructed as part of the permitted golf course reconfiguration or a recreation center of comparable size and utility to be included as part of alternative recreational amenity to be subsequently approved by the City.

Prior to issuance of the 500th Certificate of Occupancy within Neighborhood II (excluding Planning Area 92), the clubhouse facility or recreation center shall be constructed consistent with the design plans approved by the City. The Planning Areas designated for Open Space/Recreation shall be completed pursuant to the approved design as follows:

By the 500th Certificate of Occupancy- 58.5 acres;
By the 1,026th Certificate of Occupancy- 117 acres;
By the 1,540th Certificate of Occupancy – 175 acres;

By the 2,053rd Certificate of Occupancy- 234 acres.

9. DEFAULT AND REMEDIES.

9.1 Notice And Opportunity To Cure. Before this Agreement may be terminated or action may be taken to obtain relief in a manner consistent with this Agreement, the Party seeking relief (“**Non-Defaulting Party**”) shall comply with the notice and cure provisions of this Section 9.1. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of any other Party (“**Defaulting Party**”) to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement. However, the Non-Defaulting Party must provide written notice (“**Default Notice**”) to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Non-Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “default” of its obligations set forth in this Agreement if the Defaulting Party has failed to take action and cured the default within twenty (20) days after the date of such Default Notice (for monetary defaults), within thirty (30) days after the date of such Default Notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary default cannot be cured within such thirty (30) day period, as long as the Defaulting Party does each of the following, then the Defaulting Party shall not be deemed in breach of this Agreement:

- (i) within twenty (20) days of the Default Notice, notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (ii) within twenty (20) days of the Default Notice, notifies the Non-Defaulting Party of the Defaulting Party’s proposed course of action to cure the default;
- (iii) promptly commences to cure the default within the thirty (30) day period;
- (iv) makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
- (v) diligently prosecutes such cure to completion.

9.2 Default Procedures. Subject to Section 9.3 and Section 9.4, in the event of a default, the Non-Defaulting Party, at its option, may institute an action pursuant to Section 9.6 to cure, correct, or remedy such default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance (including injunctive relief), or pursue any other remedy otherwise permissible under this Agreement. In addition to or as an alternative to exercising the remedies set forth in this Section 9.2, if there occurs a material default by an Owner, the City may give notice of its intent to terminate or modify this Agreement with respect to the portion of the Property owned by

such Owner, and may carry through on that notice and intent to terminate, pursuant to the Development Agreement Statute or related City regulations, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Statute or related City regulations.

9.3 Limitations on Defaults. Notwithstanding any provision in this Agreement to the contrary, a default by an Owner shall not constitute a default by a Purchaser/User or any other owner of a portion of the Property which is not the owner of the Property that is the subject of the default. Likewise, a default by a Purchaser/User with respect to a Lot (or group of Lots) it owns or leases shall not constitute a default by the applicable Owner, nor shall the default of the owner of a portion of the Property not owned by the applicable Owner constitute a default of the applicable Owner. Therefore, (i) no Purchaser/User shall have any liability to the City (or otherwise) for or with respect to any default of the applicable Owner or any default of any other Owner or other Purchaser/User, (ii) the applicable Owner shall have no liability to the City (or otherwise) for or with respect to any default by any other Owner or by any Purchaser/User, and (iii) the City's election to terminate this Agreement as a result of a default by an Owner or a Purchaser/User shall not result in a termination of this Agreement with respect to either (x) any portion of the Property not owned by such Owner or (y) those Lots owned or leased by a Non-Defaulting Party until such time that this Agreement would otherwise terminate in accordance with its terms.

9.4 Parties' Exclusive Remedies.

9.4.1 Limitation on Remedies. The Parties acknowledge that they would not have entered into this Agreement if either Party were to be liable in damages under or with respect to this Agreement, the Existing Land Use Regulations, or the application thereof, or any permit or approval sought by City or an Owner in accordance with the Existing Land Use Regulations, except as provided in this section. Accordingly, Owners each covenant on behalf of themselves and their successors and assigns, not to sue the City, and the City on behalf of itself and its successors and assigns, not to sue any Owner, for damages or monetary relief for any breach of this Agreement or arising out of or connected with any dispute, controversy or issue regarding the application, interpretation or effect of this Agreement, the Existing Land Use Regulations, or any land use permit or approval sought in connection with the development or use of the Property or any portion thereof. The Parties agree that declaratory and injunctive relief, mandate, and specific performance shall be their sole and exclusive judicial remedies, except for the limited right to pursue monetary damages provided in Section 9.4.2 below.

9.4.2 Recovery of Out-of-Pocket Losses and Damages. Notwithstanding Section 9.4.1 above, the Parties may pursue and obtain the additional remedies set forth below:

(i) Additional Costs and Measures. If additional mitigation measures, conditions, requirements, or obligations are imposed by the City on an Owner or any portion of the Property (i.e., in addition to those provided for in the Specific Plan)

in violation of this Agreement (“**Objectionable Conditions**”), the matter shall be submitted directly to binding arbitration pursuant to Section 9.7 for resolution as a non-monetary default (the Parties acknowledging and agreeing that any disputes arising under this sub-paragraph need not comply with the requirements of Section 9.6).

(ii) Restitution of Improper Development Impact Fees. In the event any Development Impact Fees or taxes are imposed on Development of the Property other than those authorized pursuant to this Agreement, an Owner shall be entitled to recover from City restitution of all such improperly assessed fees or taxes, together with interest thereon at the rate of specified in Article XV, Section 1 of the California Constitution from the date such sums were paid to City to the date of restitution.

(iii) Restitution Arising from Other Agreements. Owners may seek and recover monetary damages arising from agreements and/or approvals granted or entered into by the City and any third parties that materially and adversely affect the rights or obligations of the Owners under this Agreement (each, an “**Objectionable Agreement**”); provided that Owners shall have no right to recover any amounts under this Section 9.4 unless and until both (a) the matter shall be submitted directly to binding arbitration pursuant to Section 9.7 (the Parties acknowledging and agreeing that any disputes arising under this sub-paragraph need not comply with the requirements of Section 9.6, and (b) if the arbitration award is adverse to the City, the City fails or refuses to refrain from entering into or rescind, as the case may be, the Objectionable Agreement. Notwithstanding the foregoing in this Section 9.4.2, if the City refrains from entering into or rescinds the Objectionable Agreement, the City shall not be required to pay any monetary damages under this Agreement.

(iv) City may sue Owner for the payment of sums due from Owner to City under this Agreement pursuant to obligations incurred by Owner with respect to the development of the Project to the extent due and payable up to and include the time of the default of Owner.

9.5 Force Majeure/Supervening Events. A Party shall not be deemed to be in default under this Agreement where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including to the extent applicable, the following: war; insurrection; acts of terrorism; acts of mass violence; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontological, or endangered species problems on the Property; fires; casualties; acts of God; governmental restrictions imposed or mandated by other governmental entities; with regard to delays of an Owner’s performance, delays caused by the City’s failure to act or timely perform its obligations set forth herein; with regard to delays of the City’s performance, delays caused by an Owner’s failure to act or timely perform its or their obligations set forth in this Agreement; inability to obtain necessary permits or approvals from City, County, or other governmental entities; enactment of conflicting state or federal statutes or regulations;

judicial decisions; or litigation not commenced by such Party (collectively, "Force Majeure"). For each day during which a Force Majeure event occurs, the Term of this Agreement shall be extended by one day. Notwithstanding the foregoing, any delay caused by the failure of the City or any agency, division, or office of the City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of Force Majeure extending the time for the City's performance hereunder. A Party shall be entitled to a delay in performance for a period of time equal to the period during which any Force Majeure event occurs; provided that such Party deliver to the other Party written notice of such delay or impossibility of performance within a reasonable time after the commencement of such delay resulting from a Force Majeure event. The Parties may mutually agree in writing for a longer period for excused performance due to a Force Majeure event. If a Party's performance is rendered impossible due to a Force Majeure event, such performance may be excused in its entirety in writing by the other Party. In no event shall adverse market or financial conditions constitute an event of Force Majeure extending the time for a Party's performance hereunder.

9.6 Dispute Resolution. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IF ANY CLAIM OR CONTROVERSY THAT ARISES OUT OF OR RELATES TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES CANNOT BE SETTLED BY THE PARTIES WITHIN THIRTY (30) DAYS AFTER EITHER PARTY IS FIRST PROVIDED WRITTEN NOTICE OF THE CLAIM OR CONTROVERSY BY THE OTHER, THE MATTER SHALL BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1, EXCEPT AS OTHERWISE MODIFIED HEREIN. THE PARTIES SHALL COOPERATE IN GOOD FAITH TO ENSURE THAT ALL NECESSARY AND APPROPRIATE PARTIES ARE INCLUDED IN THE JUDICIAL REFERENCE PROCEEDING. IF A LEGAL PROCEEDING IS INITIATED BASED ON ANY SUCH DISPUTE, THE FOLLOWING SHALL APPLY: (1) THE PROCEEDING SHALL BE BROUGHT AND HELD IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE TO A DIFFERENT VENUE; (2) THE PARTIES SHALL USE THE PROCEDURES ADOPTED BY JAMS FOR JUDICIAL REFERENCE AND SELECTION OF A REFEREE (OR ANY OTHER ENTITY OFFERING JUDICIAL REFERENCE DISPUTE RESOLUTION PROCEDURES AS MAY BE MUTUALLY ACCEPTABLE TO THE PARTIES); (3) THE REFEREE MUST BE A RETIRED JUDGE OR LICENSED ATTORNEY WITH SUBSTANTIAL EXPERIENCE IN RELEVANT REAL ESTATE MATTERS; (4) THE PARTIES TO THE JUDICIAL REFERENCE PROCEDURE SHALL AGREE UPON A SINGLE REFEREE WHO SHALL HAVE THE POWER TO TRY AND DECIDE ANY AND ALL OF THE ISSUES RAISED, WHETHER OF FACT OR OF LAW, WHICH MAY BE PERTINENT TO THE MATTERS IN DISPUTE, AND TO ISSUE A STATEMENT OF DECISION THEREON. ANY DISPUTE REGARDING THE SELECTION OF THE REFEREE SHALL BE RESOLVED BY JAMS OR THE ENTITY PROVIDING THE REFERENCE SERVICES, OR, IF NO ENTITY IS INVOLVED, BY THE COURT IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS

638 AND 640; (5) THE REFEREE SHALL BE AUTHORIZED TO PROVIDE ALL REMEDIES AVAILABLE IN LAW OR EQUITY APPROPRIATE UNDER THE CIRCUMSTANCES OF THE CONTROVERSY; (6) THE REFEREE MAY REQUIRE ONE OR MORE PRE-HEARING CONFERENCES; (7) THE PARTIES SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE; (8) A STENOGRAPHIC RECORD OF THE REFERENCE PROCEEDINGS SHALL BE MADE; (9) THE REFEREE'S STATEMENT OF DECISION SHALL CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW TO THE EXTENT APPLICABLE; (10) THE REFEREE SHALL HAVE THE AUTHORITY TO RULE ON ALL POST-HEARING MOTIONS IN THE SAME MANNER AS A TRIAL JUDGE; (11) THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH EACH OTHER AND THE REFEREE AND PERFORM SUCH ACTS AS MAY BE NECESSARY FOR AN EXPEDITIOUS RESOLUTION OF THE DISPUTE; (12) SUBJECT TO SECTION 15.3, EACH PARTY TO THE JUDICIAL REFERENCE PROCEEDING SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH PROCEEDING; AND (13) THE STATEMENT OF DECISION OF THE REFEREE UPON ALL OF THE ISSUES CONSIDERED BY THE REFEREE SHALL BE BINDING UPON THE PARTIES, AND UPON FILING OF THE STATEMENT OF DECISION WITH THE CLERK OF THE COURT, OR WITH THE JUDGE WHERE THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON. THE DECISION OF THE REFEREE SHALL BE APPEALABLE AS IF RENDERED BY THE COURT. THIS PROVISION SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY VALID CAUSE OF ACTION, WHICH MAY BE BROUGHT BY ANY OF THE PARTIES. THE PARTIES ACKNOWLEDGE AND ACCEPT THAT BY EMPLOYING THIS JUDICIAL REFERENCE PROCEDURE THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

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LYTLE DEVEL.'S INITIALS

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PS FLAT'S INITIALS

CITY'S INITIALS

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EL RANCHO VERDE'S
INITIALS

9.7 Arbitration of Disputes. RECOGNIZING THAT TIMELY AND EFFECTIVE ENFORCEMENT OF THIS AGREEMENT IS CRITICAL TO THE PARTIES, IF FOR ANY REASON THE JUDICIAL REFERENCE PROCEDURES IN SECTION 9.6 ARE LEGALLY UNAVAILABLE AT THE TIME A DISPUTE WOULD

OTHERWISE BE REFERRED TO JUDICIAL REFERENCE (OR DO NOT APPLY BY THE EXPRESS TERMS OF THIS AGREEMENT), THEN, UPON THE WRITTEN DEMAND OF EITHER PARTY, THE DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES, EXCEPT AS FOLLOWS. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR WHO IS A RETIRED SUPERIOR, APPELLATE OR FEDERAL COURT JUDGE OR AN ATTORNEY WITH NOT LESS THAN FIFTEEN (15) YEARS EXPERIENCE IN REAL ESTATE MATTERS; A LIST OF POTENTIAL ARBITRATORS WHO CAN ENSURE THAT ANY DISPUTE CONCERNING A NON-MONETARY DEFAULT CAN BE HEARD AND DETERMINED WITHIN NINETY (90) DAYS OF NOTICE OF ARBITRATION SHALL BE APPROVED BY THE PARTIES AS OF THE SECOND EFFECTIVE DATE. TO THE EXTENT THE RELIEF REQUESTED IN THE ARBITRATION SEEKS TO COMPEL THE PERFORMANCE OF A LEGISLATIVE ACT AND/OR THE ISSUANCE OF A WRIT OF MANDATE NOT PROPERLY THE SUBJECT OF AN ARBITRATION AWARD, THE PARTY SEEKING SUCH RELIEF MAY PROCEED BY JUDICIAL ACTION. THE ARBITRATION AWARD SHALL BE FINAL AND BINDING UPON THE PARTIES (EXCEPT IN CASE OF FRAUD OR UNDISCLOSED CONFLICT OF INTEREST ON THE PART OF THE ARBITRATOR) AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL BE EMPOWERED HEREBY TO ENTER SPECIFIC PERFORMANCE ORDERS AS SHALL, IN ITS DISCRETION, BE NECESSARY TO ENSURE THE TIMELY PERFORMANCE OF THE OBLIGATIONS OF THIS AGREEMENT BY EITHER OR BOTH OF THE PARTIES, SO AS TO AVOID THE DELAYS ASSOCIATED WITH OBTAINING SUCH RELIEF PURSUANT TO COURT ACTION. THE ARBITRATOR MAY ALLOCATE THE FEES AND COSTS OF ARBITRATION BETWEEN THE PARTIES AND MAY AWARD COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE PREVAILING PARTY IN ACCORDANCE WITH SECTION 15.3. IN THE ABSENCE OF A DETERMINATION BY THE ARBITRATOR, EACH PARTY SHALL BEAR ITS PROPORTIONATE SHARE OF THE COSTS OF THE ARBITRATION AND THE ARBITRATOR AND ALL OF ITS OWN COSTS. NOTHING CONTAINED IN THIS SECTION SHALL RESTRICT ANY PARTY FROM SEEKING PRELIMINARY EQUITABLE RELIEF FROM THE COURT SYSTEM PENDING RESOLUTION OF THE ARBITRATION.

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10. ANNUAL REVIEW.

10.1 Timing Of Annual Review. During the Term of this Agreement, at least once during every twelve (12) month period after the Effective Date, the City shall review the good faith compliance of the Owners with the terms of this Agreement (“**Annual Review**”). The Annual Review shall be conducted by the City Council in accordance with the City’s development agreement regulations.

10.2 Standards For Annual Review. During the Annual Review, Owners shall be required to demonstrate good faith compliance with the terms of this Agreement. If the City or its designee finds and determines that an Owner has not complied with any of the terms or conditions of this Agreement, then the City may declare a default by such Owner in accordance with Section 9 above. The City may only exercise its rights and remedies relating to any such event of default after the period for curing a default (as set forth in Section 9) has expired and the Owner in default has failed to cure the default. The costs incurred by the City in connection with the Annual Review process shall be paid by Owner. Nothing in this paragraph shall be construed to prohibit the City from declaring a default in accordance with Section 9 above, without first proceeding through an Annual Review.

10.3 Procedure on Review.

(a) Owners shall be required to demonstrate good faith compliance with the terms of this Agreement in any Annual Review and Owners shall have the burden of proof on this issue.

(b) Upon completion of a City staff analysis of the annual monitoring report submitted by the Owners for any Annual Review, the City Administrator shall submit a report to the City Council, setting forth the evidence concerning good faith compliance by Owners with the terms of this Agreement and recommended a finding on that issue. Any such report indicating lack of compliance with this Agreement shall be completed and provided to the City Council and Owners within 60 days after Owner’s submission of such annual monitoring report.

(c) If the City Council finds, on the basis of substantial evidence, that Owners have complied in good faith with the terms of this Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that one or more Owners have not complied in good faith with the terms of this Agreement, the City Council may terminate this Agreement as to such Owner after delivery of a written notice of default ("*Default Notice*") to such Owner(s), provided such Owner(s) that such Owner(s) fail to cure that default within sixty (60) days , or to commence such cure and work diligently to complete that cure. Such Default Notice , or any notice of default as provided under subsection (b) above shall be given to such Owner(s) prior to or concurrent with any proceedings under Section 11.4. In the alternative, the City may, with the consent of the Owner, modify this Agreement in order to address the Default of the Owner.

10.4 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Owner(s) shall be given an opportunity to be heard. Owner(s) shall be required to demonstrate good faith compliance with the terms of this Agreement; and shall have the burden of proof on this issue. If the City Council finds, based on substantial evidence, that one or more Owners have not complied in good faith with the terms of the Agreement, the City Council may terminate this Agreement, or, with the consent of the affected Owner, modify this Agreement, which modification may include such conditions as are reasonably necessary to protect the interest of the City, including a schedule for the completion of the development of fall of the Property during the term of this Agreement. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

10.5 Certificate Of Compliance. If, at the conclusion of an Annual Review, Owner(s) are found to be in good faith compliance with this Agreement, City shall, within 30 days upon request of any Owner, issue a Certificate of Compliance ("*Certificate*"), stating that after the most recent Annual Review or Special Review, and based upon the information know and made know to the City Council: (i) this Agreement remains in effect; and (ii) no Owner is in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of such good faith compliance, shall state the Certificate is issued after an Annual and state the anticipated dater of commencement of the next Annual Review. Any Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by an Owner of an assignee or transferee of an Owner, City shall not be bound by such a Certificate if a default existed at the time of the Annual Review, but was concealed from the City Council by an Owner.

11. MORTGAGEE RIGHTS.

11.1 Encumbrances On The Property. The Parties hereto agree that this Agreement shall not prevent or limit any Owner, in any manner, from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Property.

11.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall

defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and a Mortgagee Successor shall have the rights, benefits and remedies of the Owner (as applicable for the Owner that is the borrower for such Mortgagee Successor) under this Agreement and shall be subject to all of the terms and conditions of this Agreement.

11.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 11, a Mortgagee and a Mortgagee Successor will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Owner (as applicable to such Mortgagee and a Mortgagee Successor) or other affirmative covenants of such Owner, or to guarantee such performance, except that (i) the Mortgagee or Mortgagee Successor shall have the right to develop the portion of the Property then owned by such Mortgagee Successor under the Existing Land Use Regulations and the Existing Development Approvals; provided that the Mortgagee or Mortgagee Successor complies with the terms of this Agreement, and (ii) to the extent that any covenant to be performed by the applicable Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder. If a Mortgagee or Mortgagee Successor obtains from an Owner ownership of less than the entirety of the Property, said Mortgagee or Mortgagee Successor may request, and the City shall not unreasonably refuse, an apportionment of obligations under this Agreement that assigns to said Mortgagee or Mortgagee Successor (i) all of the obligations of the Owner that are applicable solely to that portion of the Property obtained by the Mortgagee or Mortgagee Successor plus (ii) a pro-rata share of those obligations of Owner under this Agreement that are not assigned to a specific portion of the Property.

11.4 Notice Of Default To Mortgagee; Right Of Mortgagee To Cure. Each Mortgagee shall, upon written request to the City, be entitled to receive written notice from the City of the results of the Annual Review and of any default by the Owner that is such Mortgagee's borrower of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of a portion of the applicable portion of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, the City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default; provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

12. ASSIGNMENT.

12.1 Right To Assign. The qualifications and identity of an Owner are of particular concern to City. The Parties acknowledge that City has negotiated the terms of this Agreement in contemplation of the construction and installation of the Proposed Project Facilities and the sales tax, ad valorem tax and property tax increment to be generated by the development of the Project. Accordingly, for the term of this Agreement (a) no voluntary or involuntary successor in interest of Owner shall acquire any rights or powers under this Agreement, and (b) no transfer of ownership interests in the Property which cause majority ownership of Owner to transfer to another person or entity, (c) nor shall Owner make any total or partial sale, transfer, conveyance, assignment, subdivision, or lease of the whole or any part of the Property or the improvements thereon, (collectively referred to herein as a "Transfer"), shall occur without the prior written consent of City, except as provided herein. If any Transfer occurs without City consent if required herein, the transferring Owner shall continue to be liable for the performance of the designated obligations of the transferring Owner after the date of the assignment with respect to the portion of the Property so transferred. Notwithstanding the foregoing, without City's consent, each Owner may assign all of its rights under this Agreement to any person or entity (i) that is a Permitted Transferee or (ii) a Pre-Qualified Developer; provided that such person or entity assumes in writing all of the obligations of such Owner under this Agreement and notifies City in writing of the same. The assignment rights set forth above are in addition to any Mortgagee rights set forth in Section 11.

12.2 Notwithstanding any provision of this Agreement to the contrary, City approval of a Transfer or other assignment of any portion of the Property under this Agreement shall not be required in connection with any of the following provided that such person or entity transferee assumes in writing all of the obligations of such Owner under this Agreement and notifies City in writing of the same:

- (a) Any transfer to an entity or entities in which Owner retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.
- (b) The conveyance or dedication of any portion of the Property to City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction or operation of the Proposed Project Facilities.
- (c) Any requested assignment for financing purposes, including the grand of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Proposed Project Facilities.
- (d) Any transfer of interests in an Owner for estate planning purposes to the heirs of such Owner, provided that such heirs

retain a minimum of fifty-one percent (51%) of the ownership or beneficial interest of the transferor entity and retain management and control of the transferee entity.

- (e) Any transfer of interest to a Pre-Qualified Developer.

In the event of an assignment by an Owner under subparagraphs (a) or (d) above, not requiring City's prior approval, Owner nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed the obligations of this Agreement.

12.3 City Consideration of Requested Transfer. City agrees that it will consider a written request for approval of a Transfer, and such approval shall not be unreasonably withheld, delayed or conditioned. Such request shall be accompanied by sufficient evidence regarding the proposed transferee's development qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee pursuant to the criteria set for the herein, as determined by City. An assignment and assumption agreement, in form reasonably satisfactory to City's legal counsel shall be required for all proposed Transfers. Within thirty (30) days after the receipt of an Owner's written request for City approval of a Transfer, City shall either approve or disapprove such proposed Transfer or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine whether or not to grant the requested approval. Upon receipt of such a response, Owner shall promptly furnish to City such further information as may be reasonably requested.

12.4 Assignee Subject To Terms Of Agreement. Following an approved Transfer, the Owner Successor's exercise, use, and enjoyment of that portion of the Property so transferred shall be subject to the terms of this Agreement to the same extent as if the Owner Successor were one of the Owners. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each and every portion thereof; and (c) is binding upon each party, each of Owner's permitted assignees and successors in interest, during their respective ownership of the Property or any portion thereof.

12.5 Release Upon Transfer. If the City's approval of an assignment is required, then upon the written consent of the City to an Owner's partial or complete assignment of this Agreement (which consent shall not be unreasonably withheld, conditioned or delayed), or in the event of an assignment to a Permitted Transferee or a Pre-Qualified Developer, upon the express written assumption, in a form approved by the City, by the Owner Successor, the transferring Owner shall be relieved of its legal duty to perform such assigned obligations, except to the extent such Owner is in default hereunder with respect to the particular assigned obligations prior to said transfer.

13. INDEMNITY.

13.1 Indemnity By Owner. Each Owner, singularly and not jointly with any other Owner, hereby agrees to indemnify, defend, and hold harmless the City and its elected and appointed councils, boards, commissions, officers, agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of such Owner or successor to such Owner or its agents, contractors, subcontractors, or employees pursuant to this Agreement but excluding any damages under or with respect to this Agreement, the Existing Land Use Regulations, or the application thereof, or any permit or approval sought by City or an Owner in accordance with the Existing Land Use Regulations, except as provided in Section 9.4, and any loss resulting from the intentional or active negligence of the City or its elected and appointed councils, boards, commissions, officers, agents, contractors and employees, including any liability of the City for payment of prevailing wages under Section 3.11.5 of this Agreement, including a fine or assessment. Notwithstanding the foregoing, City shall have the right to select and retain counsel to defend any such action or actions and the Owner or successor to Owner providing the indemnification shall pay the cost thereof. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

13.2 Indemnity By City. The City agrees to indemnify, defend, and hold harmless the Owners and the Owner Successors, and their respective partners, members, agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of the City or its officers, officials, agents, contractors, subcontractors or employees pursuant to this Agreement, but excluding any damages under or with respect to this Agreement, the Existing Land Use Regulations, or the application thereof, or any permit or approval sought by City or an Owner in accordance with the Existing Land Use Regulations, except as provided in this Section 10.4, and any loss resulting from the intentional or active negligence of a Developer Party, or its agents, contractors or employees. Notwithstanding the foregoing, Owner shall have the right to select and retain counsel to defend any such action or actions and City shall pay the cost thereof. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

14. THIRD-PARTY LEGAL CHALLENGE.

14.1 Owner's Obligation to Defend.

In the event of a Third Party Legal Challenge, Owners shall at Owner's expense, defend, indemnify and hold harmless City and its officials and employees from and against any claims, losses, or liabilities, including any award of attorneys' fees against the City, assessed or awarded against City by way of judgment, settlement, or stipulation.

City shall have the right to approve counsel that Owner retains to represent City, which approval shall not be unreasonably withheld.

14.2 City's Election to Defend.

If City elects to conduct its own defense of a Third Party Legal Challenge, City shall do so at its own cost and expense. City shall enter into a joint defense agreement with Owner's counsel and cooperate fully with Owner's counsel.

14.3 Cooperation in the Event of Third Party Legal Challenge.

City agrees to promptly notify Owner in the event of a Third Party Legal Challenge and to cooperate with Owner in the event of a Third Party Legal Challenge. City shall not allow its default to be taken in such legal action or otherwise compromise the legal action or stipulate to any interim or permanent remedies without Owner's prior written consent. In the event of any Third Party Legal Challenge, to the maximum extent permitted by law, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

15. OPERATING MEMORANDA. The provisions of this Agreement require a close degree of cooperation between the City and Owners. The anticipated refinements to the Project and other development activity at the Property may demonstrate that clarifications to this Agreement and the Existing Development Approvals are appropriate with respect to the details of performance of the City and Owners. If, when, and as it becomes necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "**Operating Memoranda**") approved by the Parties in writing which reference this Section 15. Such Operating Memoranda shall not require public notices and hearings. The Parties may agree on changes to the mitigation requirements or project design features in Operating Memoranda without amending this Agreement. The City Manager shall be authorized, after consultation with and approval of Owners, to determine whether a requested amendment or clarification (i) may be effectuated pursuant to this Section 15 and is consistent with the intent and purpose of this Agreement and the Existing Development Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16.2 below. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

16. MISCELLANEOUS.

16.1 Covenants. The provisions of this Agreement shall constitute covenants and restrictions which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

16.2 Entire Agreement, Waivers And Amendments. This Agreement, together with the other documents and agreements attached hereto, constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter hereof. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Parties with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be approved by City in accordance with the Development Agreement Statute and must be in writing, signed by duly authorized representatives of all Owners then subject to this Agreement, and recorded in the Official Records of San Bernardino County, California.

16.3 Legal Expenses. In any judicial proceeding, arbitration, or mediation between the City and any Owner seeking enforcement of any of the terms and provisions of this Agreement (each, an "Action"), the prevailing Party in such Action shall recover all of its actual and reasonable costs and expenses (whether or not the same would be recoverable pursuant to Code of Civil Procedure Section 1033.5 or Civil Code Section 1717 in the absence of this Agreement), including expert witness fees, attorney's fees, and costs of investigation and preparation prior to the commencement of the Action. However, such recovery shall not exceed the dollar amount of the actual costs and expenses of the Party from whom such recovery is sought for such same Action ("**Non-Prevailing Party's Expenses**").

16.4 Constructive Notice And Acceptance. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

16.5 No Third-Party Beneficiaries. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity.

16.6 Relationship Of Parties. The City, on the one hand, and Owners, on the other hand, hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and any Developer Party joint venturers or partners.

16.7 Severability. If any term, provision, covenant, or condition of this Agreement is invalidated by a timely referendum, determined by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

16.8 Further Actions And Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Parties to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Parties shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.9 Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. Any third-party including a Mortgagee shall be entitled to rely on the certificate.

16.10 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the Parties hereto waive all provisions of law providing for the removal or change of venue to any other court.

16.11 Non-Liability Of Officers, Employees and Other Parties. Notwithstanding anything in this Agreement to the contrary, (1) no official, officer, or employee of the City shall be personally liable to Owners or to any Owner Successors for any loss arising out of or connected with this Agreement or the Existing Land Use Regulations, and (2) no partner, member, affiliate, officer, agent or employee of any of the Owners or any Owner Successors, nor any of their respective partner's, member's or affiliate's separate property shall be personally liable for any claim arising out of or related to this Agreement. The liability of Owners and the Owner Party Successors under this Agreement shall be limited solely to the interest of such Owner or the Owner Successor in the Property.

16.12 Notices. Any notice or communication required hereunder between the Parties and or a Mortgagee or Mortgagee Successor must be in writing and may be given either personally, by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated herein below as the party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given

when delivered to the party to whom it is addressed. A Party hereto may at any time, by giving ten (10) days' written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Rialto
City Hall
150 South Palm Ave.
Rialto, CA 92376
Attn: Director of Development Services
Telephone: (909) 820-2535

With a copy to:

Attn: Rialto City Attorney
Law Offices of Jimmy L. Gutierrez
12616 Central Avenue
Chino, CA 91710
Telephone: (909) 591-6336

If to Lytle Development:

Lytle Development
2050 Main Street, Suite 250
Irvine, CA 92614
Attn: Ron Pharris, Chairman
Telephone: (949) 313-5808

With a copy to:

Roger A. Grable
Manatt, Phelps & Phillips LLP
695 Town Center Drive, 14th Floor
Costa Mesa, CA 92626
Telephone: (714) 371-2500

If to any of the other

Owner:

[Name of Owner]
[To be provided]

Attn: [To be designated]
Telephone: [To be provided]

With a copy to:

Roger A. Grable
Manatt, Phelps & Phillips LLP
695 Town Center Drive, 14th Floor
Costa Mesa, CA 92626
Telephone: (714) 371-2500

16.13 Authority To Execute. Each Owner warrants and represents to the City that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, the Owner is formally bound to the provisions of this Agreement, (iv) the Owner's entering into and performance of its obligations set forth in this Agreement does not violate any provision of any other agreement to which the Owner is bound, and (v) there is no existing or threatened litigation or legal proceeding of which the Owner is aware which could prevent such Owner from entering into or performing its obligations set forth in this Agreement.

16.14 Execution Of Agreement; Counterparts. This Agreement may be executed in any number of duplicate originals and all such duplicate originals, taken together, shall constitute one and the same agreement. The exchange of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by facsimile or portable document format (PDF) shall be deemed to be their original signatures for all purposes. This Development Agreement shall constitute a valid and enforceable agreement between the City and each of the Owners.

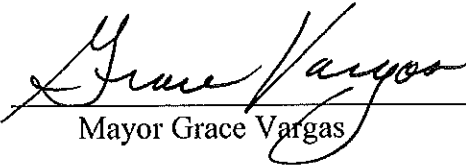
16.15 Exhibits. This Agreement contains exhibits, attached hereto and made a part hereof by this reference. Said exhibits are identified as follows:

- A-1 The Lytle Development Property
- A-2 The El Rancho Verde Property
- A-3 The PS Flats Property
- B Specific Plan Land Use Plan
- C Development Impact Fees
- C-1 Traffic Impact Mitigation Fees
- D Proposed Project Facilities
- E Riverside Avenue and Sierra Avenue Improvements
- F Omitted
- G Omitted
- H Sports Park Facilities
- I County Inhabited Islands

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CITY:

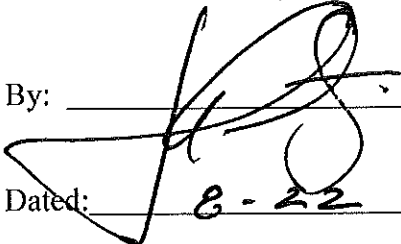
CITY OF RIALTO
a municipal corporation

By: 
Mayor Grace Vargas

Dated: 8-21, 2012

APPROVED AS TO FORM

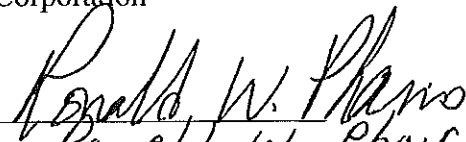
Law Offices of Jimmy L. Gutierrez, LLP

By: , Esq.

Dated: 8-22, 2012

LYTLE DEVELOPMENT:

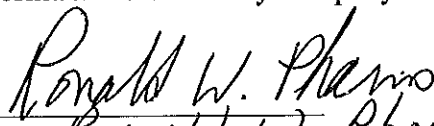
Lytle Development company,
a California Corporation

By: 
Name: Ronald W. Pharris
Title: CHAIRMAN

Dated: 8-14, 2012

EL RANCHO VERDE:

EL RANCHO VERDE GOLF, LLC,
a California limited liability company

By: 
Name: RONALD W. PHARRIS
Title: MANAGING MEMBER

Dated: 8-14, 2012

PS FLATS:

PHARRIS SYCAMORE FLATS LLC,
a California limited liability company

By: Ronald W. Pharris
Name: Ronald W. Pharris
Title: managing member
Dated: 8-14, 2012

APPROVED AS TO FORM

MANATT, PHELPS & PHILLIPS

By: Susan K. Hori
SUSAN K. HORI, Esq.
Dated: August 14, 2012

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO

On August 14, 2012, before me Rosalind Joiner, Notary Public, personally appeared Ronald W. Pharris, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument, the person or the entity upon behalf of which the person 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

Rosalind Joiner

Notary Signature

(SEAL)



STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO

On August 14, 2012, before me Rosalind Joiner, Notary Public, personally appeared Ronald W. Pharris, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

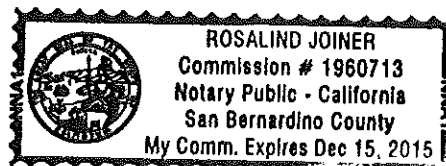
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Rosalind Joiner

Notary Signature

(SEAL)



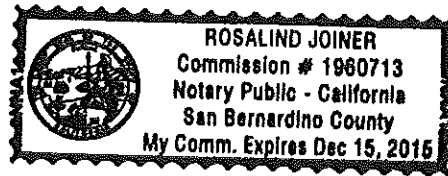
STATE OF CALIFORNIA)
) ss
COUNTY OF San Bernardino

On August 14, 2012, before me Rosalind Joiner
Notary Public, personally appeared Ronald W. Pharris, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person 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

Rosalind Joiner
Notary Signature



(SEAL)

STATE OF CALIFORNIA)
) ss
COUNTY OF San Bernardino

On August 21, 2012, before me Maria Rodriguez
Notary Public, personally appeared Grace Vargas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person 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

Maria Rodriguez
Notary Signature



(SEAL)

Exhibit "A-1"
Legal Description of the Lytle Development Company Property

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

PARCEL NO. 1: 262-071-15,31,34; 262-031-06,12; 264-011-34

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY DELINEATED AS EAST VILLAGE ON AN A.L.T.A. SURVEY DATED OCTOBER 27, 1997, PREPARED BY INTEGRA ENGINEERING, INC., DESCRIBED AS FOLLOWS:

A PORTION OF RANCHO MUSCUIABE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 23, RECORDS OF SAID COUNTY; AND AS DELINEATED ON UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED JUNE 24, 1891 (RESURVEY), AND PORTIONS OF LOTS 1, 7, 8, 9, 10, 12, 14, 16, 18, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 AND 62, DESIGNATED ON THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 2-3 OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWEST PORTION OF THE SAID MUSCUIABE RANCH, SAID POINT BEING NORTH 44 DEG. 59' 38" EAST, 9044.32 FEET (RECORD NORTH 45 DEG. WEST, 137.3 CHAINS) FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE FOLLOWING THE NORTHERLY BOUNDARY OF THE LANDS HERETOFORE CONVEYED BY FONTANA DEVELOPMENT COMPANY TO THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY BY DEED RECORDED IN BOOK 429, PAGE 103, OF DEEDS, SOUTH 72 DEG. 02' 11" WEST, 2204.02 FEET (RECORD SOUTH 71 DEG. 13' WEST, 34.28 CHAINS) TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 82 DEG. 09' 54" WEST (RECORD NORTH 82 DEG. 59' WEST, 18.73 CHAINS) TO A POINT; THENCE NORTH 54 DEG. 15' WEST, 83.04 CHAINS; THENCE SOUTH 35 DEG. 45' WEST, 32.63 CHAINS TO THE SOUTH CORNER OF LOT 62 OF SAID SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION; THENCE NORTH 53 DEG. 24' 47" WEST (RECORD NORTH 54 DEG. 15' WEST), 201.88 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 62, 60, 58, 56, 54, 52, 50, 48, 46, 44, 42, 40, 38, 36, 34, 32, 30, 28, 26 AND 24 TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF LOT 18 AS DESIGNATED ON SAID MAP; THENCE NORTH 23 DEG. 52' 33" WEST (RECORD NORTH 24 DEG. 43' WEST), 129.34 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 18, 16, 14, 12, 10, 9, 8, 7 AND 1 TO THE NORTH CORNER OF SAID LOT 1, SAID POINT BEING IN THE NORTHERLY BOUNDARY LINE OF THE MUSCUIABE RANCH; THENCE FOLLOWING AND ALONG THE NORTHERLY BOUNDARY OF SAID MUSCUIABE RANCH, THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEG. 41' 14" EAST, 608.70 FEET (RECORD SOUTH 51 DEG. 30' EAST 11.5 CHAINS) TO THE POST NO. M-49 MUSCUIABE RANCH; THENCE NORTH 81 DEG. 44' 16" EAST, 1260.50 FEET (RECORD SOUTH 63 DEG. EAST, 40 CHAINS) TO SECTION 1 (M-1) OF SAID RANCH; THENCE SOUTH 39 DEG. 56' 48" EAST, 3482.63 FEET (RECORD SOUTH 67 DEG. 52 EAST, 35.53 CHAINS) TO STATION 2 (M-2) OF SAID RANCH; THENCE NORTH 74 DEG. 45' 22" EAST, 3118.39 FEET (RECORD NORTH 75 DEG. EAST 23 CHAINS) TO STATION 3 (M-3) OF SAID RANCH; THENCE NORTH 65 DEG. 14' 22" EAST, 662.50 FEET (RECORD NORTH 65 DEG. 10' EAST, 10 CHAINS) TO STATION 4 (M-4) OF SAID RANCH; THENCE SOUTH 87 DEG. 07' 22" EAST, 4574.30 FEET (RECORD SOUTH 83 DEG. 47' EAST, 4675.5 FEET) TO A POINT 136.80 FEET (RECORD 137 FEET FROM A STAKE MARKED SEMI-TROPIC LAND AND WATER CO. CORNER VI; THENCE SOUTH 10 DEG. 31' 28" WEST,

1962.87 FEET (RECORD SOUTH 10 DEG. 37' WEST, 29.65 CHAINS) TO S.T.L. & W. CO. CORNER V; THENCE SOUTH 44 DEG. 01' 58" EAST, 7802.09 FEET (RECORD SOUTH 44 DEG. 3' EAST, 118.27 CHAINS) TO S.T.L. & W. CO. CORNER NO. IV; THENCE SOUTH 30 DEG. 48' 44" EAST, 3449.59 FEET (RECORD SOUTH 30 DEG. 8' EAST, 52.23 CHAINS) TO S.T.L. & W. CO. CORNER NO. 111; THENCE SOUTH 44 DEG. 59 DEG. 38' EAST, 5819.37 FEET (RECORD SOUTH 45 DEG. EAST, 88.64 CHAINS, MORE OR LESS) TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTIONS OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, AS EVIDENCED BY DOCUMENTS RECORDED MAY 5, 1916, IN BOOK "Y", PAGE 345, OF MISCELLANEOUS RECORDS; AND NOVEMBER 1, 1951, IN BOOK 2846, PAGE 530, OFFICIAL RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT IN THE DEED RECORDED MARCH 13, 1962, IN BOOK 5660, PAGE 919, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED TO SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT IN DEED RECORDED MARCH 19, 1975, IN BOOK 8638, PAGE 796, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE PROPERTY TAKEN BY THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, IN THAT CERTAIN JUDGMENT AND FINAL ORDER OF CONDEMNATION PURSUANT TO STIPULATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 151568, AS PER DOCUMENT RECORDED AUGUST 13, 1976, IN BOOK 8990, PAGE 945, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, IN DEED RECORDED DECEMBER 8, 1986, INSTRUMENT NO. 86-371656, OFFICIAL RECORDS.

PARCEL NO. 2: 262-071-39, 28, 35

A PORTION OF RANCHO MUSCUIABE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 23, RECORDS OF SAID COUNTY; AND AS DESIGNATED ON UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED JUNE 24, 1898 (RESURVEY) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON LINE 2-3 OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWEST PORTION OF THE SAID MUSCUIABE RANCH, SAID POINT BEING NORTH 44 DEG. 59' 38" EAST, 9044.32 FEET (RECORD NORTH 45 DEG. WEST, 137.3 CHAINS) FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE FOLLOWING THE NORTHERLY BOUNDARY OF THE LANDS HERETOFORE CONVEYED BY FONTANA DEVELOPMENT COMPANY TO THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY BY DEED RECORDED IN BOOK 429, PAGE 103, OF DEEDS, SOUTH 72 DEG. 02' 11" WEST, 2204.02 FEET (RECORD SOUTH 71 DEG. 13' WEST, 34.28 CHAINS); THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 82 DEG. 09' 54" WEST (RECORD NORTH 82 DEG. 59' WEST, 18.73 CHAINS TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54 DEG. 15' WEST, 83.04 CHAINS TO A POINT; THENCE SOUTH 35 DEG. 45' WEST TO THE NORTHWESTERLY CORNER OF LOT 64, SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12,

RECORDS OF SAID COUNTY; THENCE FROM SAID NORTHWESTERLY CORNER OF SAID LOT 64, EASTERLY AND SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOTS 64, 66, 68, 70, 72, 74 AND 76 TO THE WESTERLY POINT OF THE LAND CONVEYED IN THE ABOVE MENTIONED DEED RECORDED IN BOOK 429, PAGE 103, OF DEEDS; THENCE FOLLOWING SAID NORTH BOUNDARY, SOUTH 82 DEG. 09' 54" EAST (RECORD SOUTH 82 DEG. 59' EAST), 26.27 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION WHICH MAY LIE WITHIN THE LANDS CONVEYED TO FONTANA RESOURCES CORPORATION, A CALIFORNIA CORPORATION, IN THE DEED RECORDED JANUARY 21, 1970, IN BOOK 7375, PAGE 810, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT IN THE DEED RECORDED MARCH 19, 1975, IN BOOK 8638, PAGE 796, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS TAKEN BY THE METROPOLITAN WATER DISTRICT OF SOUTHER CALIFORNIA, A PUBLIC CORPORATION, IN THAT CERTAIN JUDGMENT AND FINAL ORDER OF CONDEMNATION PURSUANT TO STIPULATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 151568, AS PER DOCUMENT RECORDED AUGUST 13, 1976, IN BOOK 8990, PAGE 945, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO LYTLE DEVELOPMENT JOINT VENTURE, A CALIFORNIA GENERAL PARTNERSHIP, BY GRANT DEED RECORDED APRIL 18, 1997, INSTRUMENT NO. 97-136666, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM A PORTION THEREOF CONVEYED TO WEST SAN BERNARDINO COUNTY WATER DISTRICT, A PUBLIC AGENCY, BY GRANT DEED RECORDED OCTOBER 6, 1998, INSTRUMENT NO. 98-426354, OFFICIAL RECORDS.

PARCEL NO. 3: 264-011-10

LOT 64 OF THE SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTION OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, AS EVIDENCED BY DOCUMENT RECORDED MAY 5, 1916, IN BOOK "Y", PAGE 345, OF MISCELLANEOUS RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

EXCEPTING THEREFROM THE SOUTHEASTERLY 100 FEET, AS CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION, IN THE DEED RECORDED IN BOOK 1607, PAGE 185, OFFICIAL RECORDS.

PARCEL NO. 4: 264-011-36

THAT CERTAIN PORTION OF LOT 66, SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION AND OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTION OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, A CERTIFIED COPY OF WHICH RECORDED IN BOOK "Y", PAGE 345, MISCELLANEOUS RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE CENTER LINE OF RIVERSIDE AVENUE, AS THE SAME IS NOW ESTABLISHED, 70 FEET WIDE, THROUGH SAID LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, WHERE SAID CENTER LINE IS INTERSECTED BY A LINE DRAWN AT RIGHT ANGLES THERETO AND PASSING THROUGH A LEAD AND TACK SET IN A CONCRETE WALL AT A POINT NORTH 35 DEG. 15' 00" EAST, 116.94 FEET FROM SAID POINT OF BEGINNING, AND THROUGH ANOTHER LEAD AND TACK SET IN A CONCRETE WALL AT A POINT NORTH 35 DEG. 15' 00" EAST, 163.21 FEET FROM SAID POINT OF BEGINNING, SAID 2 LEADS AND TACKS BEING ALSO LOCATED 0.21 FEET AND 0.33 FEET RESPECTIVELY, SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY FACE OF THE SOUTHEASTERLY WALL OF THE FONTANA POWER HOUSE TAIL RACE STRUCTURE NOW LOCATED ON SAID LOT 66, SAID POINT OF BEGINNING BEING NORTH 54 DEG. 45' 00" WEST, 417.91 FEET, MORE OR LESS, MEASURED ALONG SAID CENTER LINE OF RIVERSIDE AVENUE, 70 FEET WIDE, FROM A 1/2-INCH IRON PIPE SET FOR THE INTERSECTION OF SAID CENTER LINE WITH THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 66, AND BEING ALSO SOUTH 54 DEG. 45' 00" EAST, 6184.41 FEET, MORE OR LESS, MEASURED ALONG SAID CENTER LINE FROM A 1-INCH IRON PIPE SET FOR THE INTERSECTION OF SAID CENTER LINE WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 48 OF SAID LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY; THENCE FROM SAID POINT OF BEGINNING, NORTH 35 DEG. 15' 00" EAST, 40.0 FEET TO A POINT IN THE CENTER LINE OF THE ORIGINAL RIVERSIDE AVENUE, 150 FEET WIDE, AS SHOWN ON THE ABOVE REFERRED TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 35 DEG. 15' 00" EAST, 152.07 FEET TO A 2-INCH IRON PIPE IN A CEMENTED ROCK MOUND; THENCE NORTH 63 DEG. 27' 00" EAST, 244.0 FEET TO A 2-INCH IRON PIPE; THENCE NORTH 35 DEG. 15' 00" EAST, 198.55 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 66; THENCE SOUTH 56 DEG. 45' 15" EAST ALONG SAID NORTHEASTERLY LINE, 302.78 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE SOUTH 35 DEG. 15' 00" WEST, ALONG THE SOUTHEASTERLY LINE AND ITS PROLONGATION OF SAID LOT 66, A DISTANCE OF 576.18 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF THE ORIGINAL RIVERSIDE AVENUE, 150 FEET WIDE, REFERRED TO ABOVE; THENCE NORTH 54 DEG. 45' 00" WEST ALONG SAID CENTER LINE, 417.91 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SAN GABRIEL VALLEY WATER COMPANY, A CALIFORNIA CORPORATION, IN A DEED RECORDED IN BOOK 3225, PAGE 263, OFFICIAL RECORDS, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF RIVERSIDE AVENUE, AS NOW ESTABLISHED, 70 FEET WIDE, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF RIVERSIDE AVENUE WITH THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF SAID FARM LOT 66; THENCE NORTH 54 DEG. 45' WEST, 351.61 FEET ALONG THE CENTER LINE OF SAID RIVERSIDE AVENUE; THENCE NORTH 35 DEG. 15' EAST, 109.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING NORTH 35 DEG. 15' EAST, 25 FEET; THENCE SOUTH 54 DEG. 45' EAST, 28 FEET; THENCE SOUTH 35 DEG. 15' WEST, 25 FEET; THENCE NORTH 54 DEG. 45' WEST, 28 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO FONTANA UNION WATER COMPANY, A CALIFORNIA CORPORATION, BY QUITCLAIM DEED RECORDED FEBRUARY 10, 1997, INSTRUMENT NO. 97-047241, OFFICIAL RECORDS.

Real property in the City of , County of , State of , described as follows:

PARCEL NO. 5:

A PORTION OF RANCHO MUSCUIABE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 23, RECORDS OF SAID COUNTY; AND AS DESIGNATED ON UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED JUNE 24, 1898 (RESURVEY), AND PORTIONS OF LOTS 1, 7, 8, 9, 10, 12, 14, 16, 18, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 AND 62, DESIGNATED ON THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 2-3 OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWEST PORTION OF THE SAID MUSCUIABE RANCH, SAID POINT BEING NORTH 44 DEG. 59' 38" EAST, 9044.32 FEET (RECORD NORTH 45 DEG. WEST, 137.3 CHAINS) FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE FOLLOWING THE NORTHERLY BOUNDARY OF THE LANDS HERETOFORE CONVEYED BY FONTANA DEVELOPMENT COMPANY TO THE LITTLE CREEK WATER AND IMPROVEMENT COMPANY BY DEED RECORDED IN BOOK 429, PAGE 103, OF DEEDS, SOUTH 72 DEG. 02' 11" WEST, 2204.02 FEET (RECORD SOUTH 71 DEG. 13' WEST, 34.28 CHAINS) TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 82 DEG. 09' 54" WEST (RECORD NORTH 82 DEG. 59' WEST, 18.73 CHAINS) TO A POINT; THENCE NORTH 54 DEG. 15' WEST, 83.04 CHAINS; THENCE SOUTH 35 DEG. 45' WEST, 32.63 CHAINS TO THE SOUTH CORNER OF LOT 62 OF SAID SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION; THENCE NORTH 53 DEG. 24' 47" WEST (RECORD NORTH 54 DEG. 15' WEST), 201.88 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 62, 60, 58, 56, 54, 52, 50, 48, 46, 44, 42, 40, 38, 36, 34, 32, 30, 28, 26 AND 24 TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF LOT 18 AS DESIGNATED ON SAID MAP; THENCE NORTH 23 DEG. 52' 33" WEST (RECORD NORTH 24 DEG. 43' WEST), 129.34 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 18, 16, 14, 12, 10, 9, 8, 7 AND 1 TO THE NORTH CORNER OF SAID LOT 1, SAID POINT BEING IN THE NORTHERLY BOUNDARY LINE OF THE MUSCUIABE RANCH; THENCE FOLLOWING AND ALONG THE NORTHERLY BOUNDARY OF SAID MUSCUIABE RANCH, THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEG. 41' 14" EAST, 608.70 FEET (RECORD SOUTH 51 DEG. 30' EAST 11.5 CHAINS) TO POST NO. M-49 MUSCUIABE RANCH; THENCE NORTH 81 DEG. 44' 16" EAST, 1260.50 FEET (RECORD SOUTH 63 DEG. EAST, 40 CHAINS) TO SECTION 1 (M-1) OF SAID RANCH; THENCE SOUTH 39 DEG. 56' 48" EAST, 3482.63 FEET (RECORD SOUTH 67 DEG. 52 EAST, 35.53 CHAINS) TO STATION 2 (M-2) OF SAID RANCH; THENCE NORTH 74 DEG. 45' 22" EAST, 3118.39 FEET (RECORD NORTH 75 DEG. EAST 23 CHAINS) TO STATION 3 (M-3) OF SAID RANCH; THENCE NORTH 65 DEG. 14' 22" EAST, 662.50 FEET (RECORD NORTH 65 DEG. 10' EAST, 10 CHAINS) TO STATION 4 (M-4) OF SAID RANCH; THENCE SOUTH 87 DEG. 07' 22" EAST, 4574.30 FEET (RECORD SOUTH 83 DEG. 47' EAST, 4675.5 FEET) TO A POINT 136.80 FEET (RECORD 137 FEET) FROM A STAKE MARKED SEMI-TROPIC LAND AND WATER CO. CORNER VI; THENCE SOUTH 10 DEG. 31' 28" WEST, 1962.87 FEET (RECORD SOUTH 10 DEG. 37' WEST, 29.65 CHAINS) TO S.T.L. & W. CO. CORNER V; THENCE SOUTH 44 DEG. 01' 58" EAST, 7802.09 FEET (RECORD SOUTH 44 DEG. 3' EAST, 118.27 CHAINS) TO S.T.L. & W. CO. CORNER NO. IV; THENCE SOUTH 30 DEG. 48' 44" EAST, 3449.59 FEET (RECORD SOUTH 30 DEG. 8' EAST, 52.23 CHAINS) TO S.T.L. & W. CO. CORNER NO. 111; THENCE SOUTH 44 DEG. 59 DEG. 38' EAST, 5819.37 FEET (RECORD SOUTH 45 DEG.

EAST, 88.64 CHAINS, MORE OR LESS) TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTIONS OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, AS EVIDENCED BY DOCUMENTS RECORDED MAY 5, 1916, IN BOOK "Y", PAGE 345, OF MISCELLANEOUS RECORDS; AND NOVEMBER 1, 1951, IN BOOK 2846, PAGE 530, OFFICIAL RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

ALSO TOGETHER WITH THOSE PORTIONS OF RIVERSIDE AVENUE AND OF THAT CERTAIN UNNAMED STREET, AND LOTS 16 AND 18, AS SHOWN ON MAP OF SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, AS VACATED PURSUANT TO RESOLUTION OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1977, IN BOOK 9146, PAGE 1090, OFFICIAL RECORDS, WHICH SHOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SOUTHERN SURPLUS REALTY CO., A CALIFORNIA CORPORATION, IN DEEDS RECORDED AUGUST 28, 1974, IN BOOK 8504, PAGE 252, OFFICIAL RECORDS; AND IN BOOK 8504, PAGE 264, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF STATE OF CALIFORNIA HIGHWAY TAKEN BY THE STATE OF CALIFORNIA IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 159760, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 5, 1975, IN BOOK 8610, PAGE 443, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF PROPERTY CONVEYED TO SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT IN DEED RECORDED MARCH 19, 1975, IN BOOK 8638, PAGE 796, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF PROPERTY TAKEN BY THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, IN THAT CERTAIN JUDGMENT AND FINAL ORDER OF CONDEMNATION PURSUANT TO STIPULATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 151568, AS PER DOCUMENT RECORDED AUGUST 13, 1976, IN BOOK 8990, PAGE 945, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, IN DEED RECORDED DECEMBER 8, 1986, INSTRUMENT NO. 86-371656, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED IN A CORPORATION GRANT DEED EXECUTED BY LYTLE CREEK LAND AND RESOURCES, A CALIFORNIA CORPORATION, IN FAVOR OF SUNBELT ACQUISITIONS, INC., A DELAWARE CORPORATION, RECORDED JULY 29, 1992, INSTRUMENT NO. 92-314960, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED IN QUITCLAIM DEED NO. 1601 EXECUTED BY LYTLE CREEK LAND AND RESOURCES, A CALIFORNIA CORPORATION, IN FAVOR OF THE CITY OF RIALTO, RECORDED SEPTEMBER 7, 1995, INSTRUMENT NO. 95-308798, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN PARCEL MAP NO.

14797, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 184 OF PARCEL MAPS, PAGE(S) 25, 26 AND 27, RECORDS OF SAID COUNTY.

PARCEL NO. 6:

LOT 17, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP SHOWING SUBDIVISION OF SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTION OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, AS EVIDENCED BY DOCUMENT RECORDED MAY 5, 1916, IN BOOK "Y", PAGE 345, OF MISCELLANEOUS RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

ALSO TOGETHER WITH THOSE PORTIONS OF RIVERSIDE AVENUE AND OF THAT CERTAIN UNNAMED STREET, AS SHOWN ON MAP OF SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, AS VACATED PURSUANT TO RESOLUTION OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1977, IN BOOK 9146, PAGE 1090, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

EXCEPTING THEREFROM THOSE PORTIONS TAKEN BY THE STATE OF CALIFORNIA IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 159760, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 5, 1975, IN BOOK 8610, PAGE 443, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY LINE OF SIERRA AVENUE, AS IT EXISTED OCTOBER 27, 1997.

PARCEL NO. 7:

PARCEL 1 AS PER PLAT ATTACHED TO CERTIFICATE OF COMPLIANCE NO. E0026-00, FOR LOT LINE ADJUSTMENT NO. E162-29/99, RECORDED MAY 20, 2000, INSTRUMENT NO. 20000151040, OFFICIAL RECORDS, BEING DESCRIBED THEREIN AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 14797, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 184 OF PARCEL MAPS, PAGE(S) 25 THROUGH 27, INCLUSIVE, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWESTERLY END OF THAT COURSE SHOWN AS NORTH 38 DEG. 16' 31" EAST, 3569.75 FEET; THENCE NORTH 38 DEG. 16' 31" EAST ALONG SAID LINE A DISTANCE OF 186.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58 DEG. 51' 51" WEST, A DISTANCE OF 866.25 FEET; THENCE NORTH 58 DEG. 34' 39" WEST, A DISTANCE OF 900.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3000.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15 DEG. 13' 49" AN ARC DISTANCE OF 797.46 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 5600.00 FEET; THENCE WESTERLY AND

NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEG. 46' 41" AN ARC DISTANCE OF 1444.38 FEET; THENCE NORTH 59 DEG. 01' 47" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 1906.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1750.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3 DEG. 44' 06" AN ARC DISTANCE OF 114.08 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19600.00 FEET AND FROM WHICH THE RADIUS POINT BEARS SOUTH 41 DEG. 14' 55" EAST, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THE STATE OF CALIFORNIA RIGHT OF WAY PER DEED RECORDED FEBRUARY 5, 1975 IN BOOK 8610, PAGE 443, OFFICIAL RECORDS OF SAID COUNTY.

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

PARCEL NO. 8:

A PORTION OF RANCHO MUSCUIABE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 23, RECORDS OF SAID COUNTY; AND AS DESIGNATED ON UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED JUNE 24, 1898 (RESURVEY), AND PORTIONS OF LOTS 1, 7, 8, 9, 10, 12, 14, 16, 18, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 AND 62, DESIGNATED ON THE MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE(S) 12, RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 2-3 OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWEST PORTION OF THE SAID MUSCUIABE RANCH, SAID POINT BEING NORTH 44 DEG. 59' 38" EAST, 9044.32 FEET (RECORD NORTH 45 DEG. WEST, 137.3 CHAINS) FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE FOLLOWING THE NORTHERLY BOUNDARY OF THE LANDS HERETOFORE CONVEYED BY FONTANA DEVELOPMENT COMPANY TO THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY BY DEED RECORDED IN BOOK 429, PAGE 103, OF DEEDS, SOUTH 72 DEG. 02' 11" WEST, 2204.02 FEET (RECORD SOUTH 71 DEG. 13' WEST, 34.28 CHAINS) TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 82 DEG. 09' 54" WEST (RECORD NORTH 82 DEG. 59' WEST, 18.73 CHAINS) TO A POINT; THENCE NORTH 54 DEG. 15' WEST, 83.04 CHAINS; THENCE SOUTH 35 DEG. 45' WEST, 32.63 CHAINS TO THE SOUTH CORNER OF LOT 62 OF SAID SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION; THENCE NORTH 53 DEG. 24' 47" WEST (RECORD NORTH 54 DEG. 15' WEST), 201.88 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 62, 60, 58, 56, 54, 52, 50, 48, 46, 44, 42, 40, 38, 36, 34, 32, 30, 28, 26 AND 24 TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF LOT 18 AS DESIGNATED ON SAID MAP; THENCE NORTH 23 DEG. 52' 33" WEST (RECORD NORTH 24 DEG. 43' WEST), 129.34 CHAINS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 18, 16, 14, 12, 10, 9, 8, 7 AND 1 TO THE NORTH CORNER OF SAID LOT 1, SAID POINT BEING IN THE NORTHERLY BOUNDARY LINE OF THE MUSCUIABE RANCH; THENCE FOLLOWING AND ALONG THE NORTHERLY BOUNDARY OF SAID MUSCUIABE RANCH, THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEG. 41' 14" EAST, 608.70 FEET (RECORD SOUTH 51 DEG. 30' EAST 11.5 CHAINS) TO POST NO. M-49 MUSCUIABE RANCH; THENCE NORTH 81 DEG. 44' 16" EAST, 1260.50 FEET (RECORD SOUTH 63 DEG. EAST, 40 CHAINS) TO SECTION 1 (M-1) OF SAID RANCH; THENCE SOUTH 39 DEG. 56' 48" EAST, 3482.63 FEET (RECORD SOUTH 67 DEG. 52' EAST, 35.53 CHAINS) TO STATION 2 (M-2) OF SAID RANCH; THENCE NORTH 74 DEG. 45' 22" EAST, 3118.39 FEET (RECORD NORTH 75 DEG. EAST 23 CHAINS) TO STATION 3 (M-3) OF SAID RANCH; THENCE NORTH 65 DEG. 14' 22" EAST, 662.50 FEET (RECORD NORTH 65 DEG. 10' EAST, 10 CHAINS) TO STATION 4 (M-4) OF SAID RANCH; THENCE SOUTH 87 DEG. 07' 22" EAST, 4574.30 FEET (RECORD SOUTH 83 DEG. 47' EAST, 4675.5 FEET) TO A POINT 136.80 FEET (RECORD 137 FEET) FROM A STAKE MARKED SEMI-TROPIC LAND AND WATER CO. CORNER VI; THENCE SOUTH 10 DEG. 31' 28" WEST, 1962.87 FEET (RECORD SOUTH 10 DEG. 37' WEST, 29.65 CHAINS) TO S.T.L. & W. CO. CORNER V; THENCE SOUTH 44 DEG. 01' 58" EAST, 7802.09 FEET (RECORD SOUTH 44 DEG. 3' EAST, 118.27 CHAINS) TO S.T.L. & W. CO. CORNER NO. IV; THENCE SOUTH 30 DEG. 48' 44" EAST, 3449.59 FEET (RECORD SOUTH 30 DEG. 8' EAST, 52.23 CHAINS) TO S.T.L. & W. CO. CORNER

NO. 111; THENCE SOUTH 44 DEG. 59 DEG. 38' EAST, 5819.37 FEET (RECORD SOUTH 45 DEG. EAST, 88.64 CHAINS, MORE OR LESS) TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF RIVERSIDE AVENUE, VACATED, PURSUANT TO RESOLUTIONS OF THE SAN BERNARDINO COUNTY BOARD OF SUPERVISORS, AS EVIDENCED BY DOCUMENTS RECORDED MAY 5, 1916, IN BOOK "Y", PAGE 345, OF MISCELLANEOUS RECORDS; AND NOVEMBER 1, 1951, IN BOOK 2846; PAGE 530, OFFICIAL RECORDS, AS WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO IN THE DEED RECORDED MARCH 13, 1962 IN BOOK 5660, PAGE 915, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, IN DEEDS RECORDED DECEMBER 30, 1966 IN BOOK 6751, PAGE 138, OFFICIAL RECORDS; IN BOOK 6751, PAGE 142, OFFICIAL RECORDS; AND MAY 6, 1968 IN BOOK 7021, PAGE 23, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SOUTHERN SURPLUS REALTY CO., A CALIFORNIA CORPORATION, IN DEEDS RECORDED AUGUST 28, 1974 IN BOOK 8504, PAGE 252, OFFICIAL RECORDS; AND IN BOOK 8504, PAGE 264, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO IN DEED RECORDED SEPTEMBER 29, 1970, IN BOOK 7525, PAGE 674 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN AND SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF PROPERTY WITHIN AND TAKEN BY THE STATE OF CALIFORNIA IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. 159760, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 5, 1975 IN BOOK 8610, PAGE 443, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO WEST SAN BERNARDINO COUNTY WATER DISTRICT, A PUBLIC AGENCY, BY DEED RECORDED JANUARY 26, 1989, INSTRUMENT NO. 89-029036, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO WEST VALLEY WATER DISTRICT, A PUBLIC AGENCY, BY DEED RECORDED JUNE 16, 2005, INSTRUMENT NO. 20050430683, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN TRACT MAP NO. 15900, AS PER PLAT RECORDED IN BOOK 308 OF MAPS, PAGES 60 THROUGH 81, INCLUSIVE, RECORDS OF SAID COUNTY.

LOTS 1, 2, 4, 6, 7, 14 AND LETTER LOTS A AND B OF TRACT NO. 15900, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 308 OF MAPS, PAGES 60 THROUGH 18, INCLUSIVE, RECORDS OF SAID COUNTY.

Exhibit "A-2"
Legal Description of the El Rancho Verde Property

PARCEL NO. 5: 264-421-06, 12, 20, 21, 29

THAT PORTION OF LOT 1, BLOCK 1, TRACT NO. 5135, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 64 OF MAPS, PAGES 99 AND 100, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, TRACT NO. 5359, AS PER PLAT RECORDED IN BOOK 65 OF MAPS, PAGE 82; THENCE SOUTH 69 DEG. 59" EAST, 119.55 FEET ON THE NORTHEASTERLY LINE OF SAID LOT 9; THENCE SOUTH 45 DEG. 09' 10" EAST, 230.86 FEET ON THE NORTHEASTERLY LINE OF LOTS 9, 10 AND 11 OF SAID TRACT NO. 5359, TO THE NORTHEASTERLY CORNER OF SAID TRACT NO. 5359;

THENCE FOLLOWING THE NORTHERLY BOUNDARY OF TRACT 5268, AS PER PLAT RECORDED IN BOOK 63 OF MAPS, PAGE 38, SOUTH 45 DEG. 09' 10" EAST, 5.05 FEET; THENCE CONTINUING ON THE BOUNDARY LINE OF SAID TRACT NO. 5268, SOUTH 55 DEG. 34' 41" EAST, 283.77 FEET; THENCE SOUTH 73 DEG. 34' 08" EAST, 253.65 FEET; THENCE SOUTH 62 DEG. 51' 22" EAST, 350.32 FEET; THENCE SOUTH 52 DEG. 59' 49" EAST, 452.82 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT NO. 5268; THENCE LEAVING SAID TRACT NO. 5268, SOUTH 64 DEG. 58' EAST, 336.04 FEET; THENCE SOUTH 63 DEG. 45' 30" EAST, 338.57 FEET; THENCE SOUTH 54 DEG. 50' 30" EAST, 192.65 FEET;

THENCE SOUTH 78 DEG. 09' 30" EAST, 187.18 FEET; THENCE SOUTH 58 DEG. 32' 30" EAST, 220.51 FEET; THENCE SOUTH 41 DEG. 20' 30" EAST, 95.31 FEET; THENCE SOUTH 31 DEG. 21' 15" EAST, 166.04 FEET;

THENCE SOUTH 60 DEG. 20' EAST, 140.73 FEET; THENCE SOUTH 48 DEG. 33' EAST, 169.75 FEET; THENCE SOUTH 21 DEG. 56' 15" EAST, 209.00 FEET; THENCE SOUTH 47 DEG. 25' 15" EAST, 159.92 FEET;

THENCE SOUTH 43 DEG. 17' 15" EAST, 326.44 FEET; THENCE SOUTH 35 DEG. 27' 15" EAST, 387.05 FEET TO A POINT ON THE CENTER LINE OF SYCAMORE AVENUE, AS SHOWN ON SHEET NO. 2 OF RECORD OF SURVEY IN BOOK 11 OF SURVEYS, PAGES 38 TO 42, THEREOF, RECORDS OF SAID SAN BERNARDINO COUNTY; THENCE ON SAID CENTER LINE, SOUTH 53 DEG. 24' 25" EAST, 1028.5 FEET; THENCE SOUTH 78 DEG. 51' 45" EAST, 646.41 FEET; THENCE NORTH 19 DEG. 58' WEST, 1381.50 FEET; THENCE NORTH 49 DEG. 48' WEST, 307.53 FEET; THENCE NORTH 40 DEG. 24' EAST, 385.95 FEET; THENCE SOUTH 59 DEG. 55' EAST, 517.35 FEET; THENCE NORTH 76 DEG. 08' 30" EAST, 155.47 FEET; THENCE SOUTH 84 DEG. 50' 30" EAST, 142.56 FEET;

THENCE NORTH 29 DEG. 49' EAST, 121 FEET; THENCE NORTH 34 DEG. 51' EAST, 98.56 FEET, TO AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO AMERICAN PROCESSING COMPANY, A CALIFORNIA CORPORATION AND SIDNEY HERZBERG, A MARRIED MAN, RECORDED FEBRUARY 10, 1956, IN BOOK 3854, PAGE 351, OFFICIAL RECORDS; THENCE NORTH 41 DEG. 15' 30" WEST, 513.76 FEET; THENCE NORTH 47 DEG. 56',30" WEST, 282.45 FEET TO THE MOST EASTERLY CORNER OF THE PROPERTY DESCRIBED IN DEED TO LYTLE CREEK WATER AND IMPROVEMENT COMPANY, RECORDED FEBRUARY 20, 1957 IN BOOK 4161, PAGE 179, OFFICIAL RECORDS; THENCE ON THE SOUTH BOUNDARY OF SAID PROPERTY ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1900 FEET, 255.5 FEET; THENCE ON SAID SOUTHERLY LINE, NORTH 66 DEG. 21' 05" WEST, 1708.38 FEET TO A POINT IN THE SAID MEANDERING BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 3854, PAGE 351, OFFICIAL RECORDS, SAID POINT BEING THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO EL RANCHO VERDE COUNTRY CLUB, RECORDED FEBRUARY 20, 1957 IN BOOK 4161, PAGE 183, OFFICIAL RECORDS; THENCE NORTH 66 DEG. 21' 05" WEST, 175 FEET; THENCE NORTH 86 DEG. 38' 25" WEST, 759.5 FEET; THENCE NORTH 78 DEG. 19' 35" WEST, 210 FEET; THENCE NORTH 11 DEG. 40' 25" EAST, 58 FEET;

THENCE NORTH 84 DEG. 27' 47" WEST, 335.92 FEET; THENCE SOUTH 11 DEG. 40' 25" WEST, 28 FEET; THENCE NORTH 78 DEG. 19' 35" WEST, 614 FEET TO A POINT ON A LINE WHICH

BEARS NORTH 72 DEG. 41' 35" EAST FROM THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO LYTLE CREEK WATER AND IMPROVEMENT COMPANY, RECORDED FEBRUARY 20, 1957 IN BOOK 4161, PAGE 180, OFFICIAL RECORDS; THENCE SOUTH 72 DEG. 41' 35" WEST, 232.55 FEET, TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO LYTLE CREEK AND IMPROVEMENT COMPANY, BY ABOVE MENTIONED DEED; THENCE NORTH 85 DEG. 52' WEST, 36.85 FEET; THENCE NORTH 53 DEG. 24' 25" WEST, 168.96 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO EL RANCHO COUNTRY CLUB, RECORDED FEBRUARY 20, 1957, IN BOOK 4161 PAGE 184, OFFICIAL RECORDS; THENCE NORTH 72 DEG. 41' 35" EAST 123.76 FEET ON THE SOUTHEASTERLY BOUNDARY OF PROPERTY ABOVE MENTIONED; THENCE NORTH 53 DEG. 24' 25" WEST 613.85 FEET TO THE NORTH LINE OF THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY LAND, AS SHOWN ON SHEET 2 OF THERECORD OF SURVEY, RECORDED IN BOOK 11, PAGES 38 TO 42, RECORDS OF SURVEY OF SAN BERNARDINO COUNTY; THENCE ON SAID BOUNDARY LINE AS SHOWN BY SAID RECORD OF SURVEY MAP, NORTH 82 DEG. 08' 25" WEST, 1040.08 FEET TO THE INTERSECTION WITH THE CENTER LINE OF VACATED SYCAMORE AVENUE, AND INTERSECTION BEING SHOWN IN DETAIL "G" OF SHEET 2 OF AFOREMENTIONED RECORD OF SURVEY; THENCE SOUTH 53 DEG. 24' 25" EAST 908.41 FEET ON SAID CENTER LINE TO THE TRUE POINT OF BEGINNING .

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY BOUNDARY OF LOT 99 OF SEMI-TROPIC LAND AND WATER CO. AS PER MAP RECORDED IN BOOK 6, PAGE 12 OF MAPS, WITH THE CENTER LINE OF THAT CERTAIN UNNAMED STREET, NOW VACATED, ADJOINING SAID LOTS 99 AND 100 ON THEIR SOUTHERLY BOUNDARY; THENCE NORTH 45 DEG. 09' 10" WEST (RECORDED NORTH 45 DEG. 19' 45" WEST) 77.47 FEET ON THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO AMERICAN PROCESSING CO., AND SIDNEY HERZBERG, A MARRIED MAN, RECORDED FEBRUARY 10, 1956 IN BOOK 3854, PAGE 351, OFFICIAL RECORDS; THENCE NORTH 72 DEG. 41' 35" EAST, 481.58 FEET TO THE NORTHERLY BOUNDARY OF SAID LAND DESCRIBED BY THE ABOVE MENTIONED DEED RECORDED IN BOOK 3854, PAGE 351, OFFICIAL RECORDS; THENCE ON SAID LAST MENTIONED BOUNDARY LINE, SOUTH 53 DEG. 24' 25" EAST, 168.96 FEET; THENCE SOUTH 85 DEG. 52' EAST, 36.85 FEET; THENCE SOUTH 72 DEG. 41' 35" WEST, 519.54 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT NO. 5268, AS PER PLAT RECORDED IN BOOK 63 OF MAPS, PAGE 38 RECORDS OF SAID COUNTY; THENCE ON SAID BOUNDARY LINE, NORTH 55 DEG. 34' 41" WEST, 103.38 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN TH DEED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY POLITIC AND CORPORATE, RECORDED SEPTEMBER 10, 1958 IN BOOK 4598, PAGE 6, OFFICIAL RECORDS.

ALSO EXCEPT ALL RIGHTS TO MINERALS BENEATH THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO ENTER THEREON AND EXTRACT THE SAME, AS RESERVED IN THE DEED FROM LYTLE CREEK WATER AND IMPROVEMENT COMPANY, A CORPORATION, RECORDED AS INSTRUMENT NO. 53, FEBRUARY 10, 1956 IN BOOK 3854, PAGE 351, OFFICIAL RECORDS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT 1, BLOCK 1, TRACT 5135, AS PER PLAT RECORDED IN BOOK 64 OF MAPS, PAGES 99 AND 100, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY BOUNDARY OF SAID LOT 99, WITH THE CENTER LINE OF THAT CERTAIN UNNAMED STREET, NOW VACATED, ADJOINING SAID LOTS 99 AND 100, ON THEIR SOUTHERLY BOUNDARY; THENCE NORTH 45 DEG. 09' 10" WEST (RECORD NORTH 45 DEG. 19'

45" WEST), A DISTANCE OF 77.47 FEET ALONG THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO AMERICAN PROCESSING CO., AND SIDNEY HERZBERG, A MARRIED MAN, BY DEED RECORDED FEBRUARY 10, 1956 IN BOOK 3854, PAGE 351, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 72 DEG. 41' 35" EAST, A DISTANCE OF 481.58 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND CONVEYED BY THE ABOVE MENTIONED DEED RECORDED IN BOOK 3854, PAGE 351, OFFICIAL RECORDS; THENCE ALONG SAID LAST MENTIONED BOUNDARY LINE, SOUTH 53 DEG. 24' 25" EAST 168.96 FEET; THENCE SOUTH 85 DEG. 52' EAST, 36.85 FEET; THENCE SOUTH 72 DEG. 41' 35" WEST 519.54 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT NO. 5268 AS PER PLAT RECORDED IN BOOK 63 OF MAPS, PAGE 38, RECORDS OF SAID COUNTY; THENCE ALONG SAID BOUNDARY LINE NORTH 55 DEG. 34' 41" WEST, 103.38 FEET TO THE POINT OF BEGINNING, AS RESERVED IN THE DEED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY POLITIC AND CORPORATE, FROM EL RANCHO VERDE COUNTRY CLUB, A LIMITED PARTNERSHIP RECORDED SEPTEMBER 10, 1958, IN BOOK 4598, PAGE 6, OFFICIAL RECORDS.

PARCEL NO. 5A: 264-421-30

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 80, OF THE SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY WITH THE CENTER OF THAT UNNAMED STREET ADJOINING SAID LOT 80 ON THE NORTHEAST; THENCE SOUTH 53 DEG. 24' 25" EAST 101.50 FEET; THENCE NORTH 72 DEG. 41' 35" EAST 759.44 FEET;

THENCE SOUTH 78 DEG. 19' 35" EAST 948.00 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO EL RANCHO VERDE COUNTRY CLUB BY PARCEL #1 OF A DEED RECORDED SEPTEMBER 10, 1958 IN BOOK 4598 OF OFFICIAL RECORDS, PAGE 4, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 78 DEG. 19' 35" EAST 210.00 FEET; ALONG THE BOUNDARY LINE OF THE LAND CONVEYED TO EL RANCHO VERDE COUNTRY CLUB BY A DEED RECORDED FEBRUARY 20, 1957 IN BOOK 4161 OF OFFICIAL RECORDS, PAGE 183, TO AN ANGLE POINT THEREIN, THENCE NORTH 86 DEG. 38' 25" EAST 759.50 FEET ALONG THE BOUNDARY LINE OF SAID LAST MENTIONED COUNTRY CLUB LAND TO AN ANGLE POINT THEREIN; THENCE NORTH 66 DEG. 21' 05" WEST 143.00 FEET; THENCE SOUTH 89 DEG. 24' WEST 821.13 FEET; THENCE SOUTH 11 DEG. 40' 25" WEST 58.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL RIGHTS TO MINERALS BENEATH THE SURFACE OF THE GROUND IN SAID REAL PROPERTY AS RESERVED IN DEED RECORDED SEPTEMBER 12, 1961 IN BOOK 5532, PAGE 385 OF OFFICIAL RECORDS.

PARCEL NO. 6: 264-421-31

THAT PORTION OF LOT 1, BLOCK 1, TRACT NO. 5135, BEING A REVERSION TO ACREAGE MAP, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 64 OF MAPS, PAGES 99 AND 100, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID TRACT NO. 5135, SAID POINT ALSO BEING AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE AMERICAN PROCESSING CO., ET. AL., BY DEED RECORDED FEBRUARY 10, 1956 IN BOOK 3854, PAGE 351, OFFICIAL RECORDS, SAID POINT BEING THE SOUTHEASTERLY TERMINUS OF THE COURSE DESCRIBED IN SAID DEED AS

RUNNING SOUTH 53 DEG. 24' 25" EAST, 1028.5 FEET; THENCE SOUTH 78 DEG. 51' 45" EAST, 646.41 FEET; THENCE NORTH 19 DEG. 58' WEST, 1381.50 FEET; THENCE NORTH 40 DEG. 24' EAST 440.83 FEET; THENCE SOUTH 59 DEG. 55' EAST 204.77 FEET, MORE OR LESS, TO THE EAST CORNER OF THE LAND CONVEYED TO THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY, BY DEED RECORDED SEPTEMBER 10, 1958, IN BOOK 4598, PAGE 3, OFFICIAL RECORDS; THENCE NORTH 76 DEG. 08' 30" EAST 155.47 FEET; THENCE SOUTH 84 DEG. 50' 30" EAST 142.56 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO THE EL RANCHO VERDE COUNTRY CLUB, BY DEED RECORDED JUNE 24, 1959, IN BOOK 4856, PAGE 47, OFFICIAL RECORDS; THENCE NORTHEASTERLY 121.0 FEET TO THE NORTHEAST CORNER OF SAID EL RANCHO VERDE COUNTRY CLUB LAND; THENCE SOUTH 60 DEG. 20' 24" EAST 396.77 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND KNOWN AS PARCEL "A" IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ACTION NO. 88163, RECORDED MARCH 3, 1961 IN BOOK 5367, PAGE 563, OFFICIAL RECORDS, TO THE MOST EASTERLY CORNER THEREOF; THENCE DUE SOUTH TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED WITHIN PARCEL 410 OF THAT CERTAIN DECLARATION OF TAKING, ACTION NO. 4758-M-CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 3, 1947 IN BOOK 2051, PAGE 470, OFFICIAL RECORDS; THENCE SOUTHWESTERLY, A DISTANCE OF 1,045 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 53 DEG. 24' 25" EAST 1,246.11 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID DISTANCE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED WITHIN PARCEL 410 OF THAT CERTAIN DECLARATION OF TAKING, ACTION NO. 4758-M-CIVIL, A CERTIFIED COY OF WHICH WAS RECORDED JUNE 3, 1947 IN BOOK 2051, PAGE 470, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF LOT 1, BLOCK 1, TRACT NO. 5135, AS PER PLAT THEREOF RECORDED IN BOOK 64 OF MAPS, PAGES 99 AND 100, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 80-043279, RECORDS OF SAN BERNARDINO COUNTY, SAID CORNER ALSO BEING THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 5367, PAGE 563, SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID PARCEL RECORDED IN INSTRUMENT NO. 80-043279, SOUTH, A DISTANCE OF 1056.80 FEET TO A POINT ON A CURVE FROM WHICH THE RADIUS BEARS SOUTH 15 DEG. 52' 52" WEST, SAID POINT ALSO BEING ON THE NORTH LINE OF PARCEL 410 AS DESCRIBED IN THAT CERTAIN DECLARATION OF TAKING ACTION NO. 4758-M-CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 3, 1947, IN BOOK 2051, PAGE 470, OFFICIAL RECORDS; THENCE ALONG THE ARC OF SAID CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF 3 DEG. 21' 31", AND A LENGTH OF 51.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 6 DEG. 35' 59", A LENGTH OF 101.36 FEET; THENCE NORTH, A DISTANCE OF 83.76 FEET; THENCE EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AS GRANTED TO WEST SAN BERNARDINO COUNTY WATER DISTRICT, A PUBLIC AGENCY BY DEED RECORDED OCTOBER 12, 1988 AS INSTRUMENT NO. 88-342253, OFFICIAL RECORDS OF SAID COUNTY. ALSO EXCEPTING THEREFROM THOSE PORTIONS, IF ANY, INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED AS PARCEL NO. 6 AND THE LAND DESCRIBED AS PARCEL NO. 7, BOTH IN THE DEED TO WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED JULY 20, 1962, AS INSTRUMENT NO. 382 IN BOOK 5737, PAGE 310, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL NO. 7: 264-011-22

THOSE PORTIONS OF LOT 76 AND 78, ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF THAT CERTAIN UNNAMED ABANDONED STREET VACATED AND ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, RECORDED FEBRUARY 23, 1904 IN BOOK 'B', PAGES 82 AND 85, INCLUSIVE, OF MINUTES OF BOARD OF SUPERVISORS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 78, SAID CORNER BEING ON THE CENTER LINE OF SAID UNNAMED VACATED STREET; THENCE NORTH 53 DEG. 24' 25" WEST, 33 FEET; THENCE SOUTH 36 DEG. 35' 35" WEST, 250 FEET; THENCE EASTERLY ON THE NORTHERLY LINE OF TRACT 5359, AS PER PLAT RECORDED IN BOOK 65 OF MAPS, PAGE 82, THE FOLLOWING COURSES:

NORTH 87 DEG. 26' 19" EAST, 200.26 FEET;
THENCE SOUTH 86 DEG. 30' 30" EAST, 226.24 FEET;
THENCE LEAVING SAID TRACT, NORTH 53 DEG. 24' 25" WEST, 311.81 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 8: 264-011-19

THAT PORTION OF LOT 76, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF THAT CERTAIN UNNAMED ABANDONED STREET VACATED AND ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, RECORDED FEBRUARY 23, 1904 IN BOOK "B", PAGES 82 TO 85, INCLUSIVE, OF MINUTES OF BOARD OF SUPERVISORS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF SAID VACATED UNNAMED STREET ADJOINING SAID LOT 76, AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 76;
THENCE SOUTH 36 DEG. 35' 35" WEST 470.00 FEET ON SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION,
THENCE SOUTH 72 DEG. 44' 30" EAST, 664.47 FEET TO A POINT ON A LINE 33.00 FEET NORTHWESTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, SAID POINT BEING THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CHESTER SQUIBB AND PHYLLIS M. SQUIBB, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED MAY 4, 1956 IN BOOK 3929, PAGE 51, OFFICIAL RECORDS; THENCE NORTH 36 DEG. 35' 35" EAST 250 FEET ON SAID LAND AS CONVEYED TO SQUIBB TO THE NORTHEASTERLY LINE OF SAID LOT 76, SAID NORTHEASTERLY LINE BEING ALSO THE CENTER LINE OF SAID VACATED UNNAMED STREET; THENCE NORTH 53 DEG. 24' 25" WEST 627.00 FEET ON SAID CENTER LINE, TO THE POINT OF BEGINNING.

PARCEL NO. 9: 264-781-12

THAT PORTION OF LOT 74, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12,

IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY PROLONGATION OF THE CENTER LINE OF THAT CERTAIN UNNAMED STREET NOW VACATED, LYING NORTHEASTERLY OF AND ADJACENT TO LOT 76, SAID SUBDIVISION, AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 74;
THENCE SOUTH 36 DEG. 35' 35" WEST 470 FEET ON SAID SOUTHEASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION,
THENCE NORTH 61 DEG. 43' 50" WEST, 344.42 FEET; THENCE NORTH 36 DEG. 35' 35" EAST 418.72 FEET TO THE NORTHERLY LINE OF SAID LOT 74; THENCE SOUTH 71 DEG. 10" EAST 346.52 FEET ON SAID NORTHERLY LINE, TO THE POINT OF BEGINNING.

PARCEL NO. 10: 264-631-08

LOT 7 OF TRACT 6762, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 86 OF MAPS, PAGES 26 AND 27, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 4 FEET.

PARCEL NO. 11: 264-482-12, 13

LOT 1, TRACT NO. 5638, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 75 OF MAPS, PAGE 38, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit "A-3"
Legal Description of the PS Flats Property

Real property in the City of Rialto, County of San Bernardino, State of California, described as follows:

PARCEL NO. 1:

ALL THAT PORTION OF SECTIONS 4 AND 5, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH-EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 88 DEG. 18' 05" WEST, 1975.47 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 9 DEG. 19' 54" EAST, 657.10 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 88 DEG. 10' 23" WEST, 658.74 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 5; THENCE NORTH 0 DEG. 18' 52" EAST, 622.85 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 2; THENCE NORTH 88 DEG. 03' 05" EAST, 1317.96 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 2; THENCE SOUTH 0 DEG. 20' 55" WEST, 625.66 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH 88 DEG. 10' 23" EAST, 1317.48 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 89 DEG. 30' 30" EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 4, A DISTANCE OF 541.26 FEET; THENCE SOUTH 0 DEG. 49' 35" WEST, 838.17 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTH-EASTERLY AND HAVING A RADIUS OF 694.00 FEET FROM AN INITIAL TANGENT BEARING SOUTH 70 DEG. 18' 42" WEST THROUGH A CENTRAL ANGLE OF 23 DEG. 13' 40", A DISTANCE OF 281.35 FEET TO A POINT THAT BEARS SOUTH 42 DEG. 54' 58" EAST, A DISTANCE OF 432.97 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 42 DEG. 54' 58" WEST, 432.97 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONDEMNED TO THE COUNTY OF SAN BERNARDINO BY FINAL ORDER OUT OF THE SUPERIOR AND MUNICIPAL COURTS OF CALIFORNIA, COUNTY OF SAN BERNARDINO - CENTRAL DISTRICT, CASE NO. 13055, RECORDED JUNE 19, 1997, INSTRUMENT NO. 97-217597, OFFICIAL RECORDS.

PARCEL NO. 2:

ALL THAT PORTION OF SECTIONS 4 AND 5, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION 5; THENCE NORTH 0 DEG. 20' 55" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 493.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEG. 20' 55" EAST, 1482.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 88 DEG. 18' 05"

EAST, 1316.198 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 42 DEG. 54' 58" EAST, 432.97 FEET; THENCE SOUTH-WESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 694.00 FEET FROM AN INITIAL TANGENT BEARING SOUTH 47 DEG. 05' 02" WEST THROUGH A CENTRAL ANGLE OF 26 DEG. 35' 44", A DISTANCE OF 322.14 FEET; THENCE SOUTH 20 DEG. 29' 18" WEST, 970.42 FEET TO A POINT THAT BEARS NORTH 88 DEG. 25' 47" EAST, A DISTANCE OF 1103.46 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88 DEG. 25' 47" WEST, 1103.46 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONDEMNED TO THE COUNTY OF SAN BERNARDINO BY FINAL ORDER OUT OF THE SUPERIOR AND MUNICIPAL COURTS OF CALIFORNIA, COUNTY OF SAN BERNARDINO - CENTRAL DISTRICT, CASE NO. 13055.

PARCEL NO. 3:

ALL THAT PORTION OF SECTIONS 4 AND 5, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY; AND A PORTION OF THE RANCHO MUSCUIABE, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION 5; THENCE NORTH 0 DEG. 20' 55" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 493.63 FEET; THENCE NORTH 88 DEG. 25' 47" EAST, 1103.46 FEET; THENCE NORTH 20 DEG. 29' 18" EAST, 970.42 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 694.00 FEET THROUGH A CENTRAL ANGLE OF 49 DEG. 49' 24", A DISTANCE OF 603.49 FEET; THENCE SOUTH 0 DEG. 49' 35" WEST, 878.61 FEET TO THE WESTERLY LINE OF STATE HIGHWAY NO. 31; THENCE SOUTH 21 DEG. 32' 45" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 80.08 FEET; THENCE SOUTH 25 DEG. 48' 50" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 993.15 FEET; THENCE SOUTH 22 DEG. 02' 59" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 645.85 FEET; THENCE SOUTH 33 DEG. 59' 10" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 805.86 FEET TO A POINT THAT BEARS SOUTH 87 DEG. 42' 11" EAST, A DISTANCE OF 42.86 FEET FROM RANCHO CORNER "M- 4", AS SHOWN ON SAID MAP OF RANCHO MUSCUIABE; THENCE NORTH 87 DEG. 42' 11" WEST, 42.86 FEET TO SAID RANCHO CORNER "M-4"; THENCE NORTH 8 DEG. 55' 47" WEST, 1209.25 FEET TO RANCHO CORNER "M-5", AS SHOWN ON SAID MAP OF RANCHO MUSCUIABE; THENCE NORTH 52 DEG. 07' 45" EAST ALONG THE NORTHERLY LINE OF SAID RANCHO MUSCUIABE, A DISTANCE OF 146.16 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 5 OF SAID SECTION 5; THENCE SOUTH 88 DEG. 39' 44" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 581.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONDEMNED TO THE COUNTY OF SAN BERNARDINO BY FINAL ORDER OUT OF THE SUPERIOR AND MUNICIPAL COURTS OF CALIFORNIA, COUNTY OF SAN BERNARDINO - CENTRAL DISTRICT, CASE NO. 13055, RECORDED JUNE 19, 1997, INSTRUMENT NO. 97-217597, OFFICIAL RECORDS.

PARCEL NO. 4:

ALL THAT PORTION OF THE TRACT OF LAND OR RANCHO KNOWN AND DESIGNATED AS THE

MUSCUPIABE RANCHO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 4, IN THE WEST BOUNDARY LINE OF SAID RANCHO; THENCE NORTH 8 DEG. WEST, 18.00 CHAINS (1188.00 FEET) TO STATION 5; THENCE NORTH 54 DEG. EAST, 44 CHAINS TO STATION 6; THENCE SOUTH 78 DEG. EAST, 14 CHAINS TO STATION 7; THENCE NORTH 39 DEG. EAST, 4 CHAINS TO STATION 8; THENCE NORTH 1 DEG. 30' EAST, 26 CHAINS TO STATION 9; THENCE LEAVING SAID LINE AND FOLLOWING THE COURSES AND DISTANCES AS DELINEATED UPON A MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, SOUTH 15 DEG. 55' EAST, 20.52 CHAINS TO A STAKE MARKED NO. VIII; THENCE SOUTH 11 DEG. 35' EAST, 6.72 CHAINS TO A STAKE MARKED NO. VII; THENCE SOUTH 19 DEG. 45' EAST, 41.77 CHAINS TO A STAKE MARKED NO. VI; THENCE SOUTH 10 DEG. 37' WEST, 137 FEET TO A POINT; THENCE NORTH 83 DEG. 47' WEST, 4675.5 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS:

BEGINNING AT STATION 6, RANCHO MUSCUPIABE; THENCE SOUTH 78 DEG. 30' EAST ALONG THE NORTH LINE OF SAND RANCHO, 359 FEET; THENCE SOUTH 11 DEG. 30' WEST, 61 FEET; THENCE NORTH 68 DEG. 09' WEST, 363.89 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS; AND BY DEED RECORDED AUGUST 30, 1974, IN BOOK 8506, PAGE 177, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WESTERLY OF THE EASTERLY LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 37, MUSCUPIABE RANCHO, AS PER PLAT RECORDED IN BOOK 1, PAGE 24, OFFICIAL RECORDS; AND IN BOOK 7, PAGE 23, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION LYING WITHIN SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER "M-8" OF THE MUSCUPIABE RANCHO, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 24, AND IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY, SAID CORNER BEING ALSO DELINEATED ON THAT CERTAIN MAP RECORDED APRIL 18, 1966, IN BOOK 25, PAGE 17, RECORDS OF SURVEY, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID RANCHO LINE NORTH 01 DEG. 35' 39" EAST (RECORD NORTH 1 DEG. 13' 56" EAST), A DISTANCE OF 1,733.41 FEET (RECORD 1,741.53 FEET) TO CORNER "M-9" OF SAID RANCHO; THENCE SOUTH 09 DEG. 50' 37" EAST (RECORD NORTH 10 DEG. 06' 24" WEST), A DISTANCE OF 1,814.28 FEET TO SEMI-TROPIC CORNER VIII AS DELINEATED ON SAID RECORD OF SURVEY AS "SEMI-TROPIC COR. VIII"; THENCE SOUTH 12 DEG. 20' 55" EAST (RECORD NORTH 12 DEG. 36' 42" WEST), A DISTANCE OF 185.46 FEET TO A 1-INCH IRON PIPE, SAID PIPE BEING DELINEATED ON THE AFORESAID RECORD OF SURVEY AS "FD. 1" I.P. - SEMI-TROPIC COR. VII"; THENCE NORTH 89 DEG. 34' 37" WEST, A DISTANCE OF 401.54 FEET; THENCE NORTH 01 DEG. 35' 39" EAST, A DISTANCE OF 233.00 FEET, MORE OR LESS, TO THE AFORESAID CORNER "M-8" OF SAID RANCHO AND THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE TRACT OF LAND OR RANCHO KNOWN AND DESIGNATED AS THE MUSCUPIABE RANCHO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY; AND ALL THAT PORTION OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS, SAID POINT IS SOUTH 1 DEG. 13' 56" WEST, 2085.0 FEET AND NORTH 43 DEG. 00' 00" WEST, 2,172.00 FEET, PLUS OR MINUS FROM STATION 8 IN THE WEST BOUNDARY LINE OF MUSCUPIABE RANCHO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE SOUTH 43 DEG. 00' 00" EAST, A DISTANCE OF 2,172.00 FEET, PLUS OR MINUS; THENCE NORTH 1 DEG. 13' 56" EAST, A DISTANCE OF 2,085.00 FEET TO SAID STATION 8; THENCE SOUTH 28 DEG. 33' 13" WEST, A DISTANCE OF 263.55 FEET TO STATION 7; THENCE NORTH 78 DEG. 58' 12" WEST, A DISTANCE OF 564.95 FEET; THENCE SOUTH 11 DEG. 01' 48" WEST, A DISTANCE OF 108.47 FEET TO THE SOUTHERLY LINE OF DEVORE CUT-OFF ROAD; THENCE NORTH 62 DEG. 59' 57" WEST TO SAID EASTERLY LINE OF PROPERTY CONVEYED TO THE STATE OF CALIFORNIA; THENCE WESTERLY AND SOUTHERLY ALONG SAID STATE PROPERTY TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONDEMNED TO THE COUNTY OF SAN BERNARDINO BY FINAL ORDER OUT OF THE SUPERIOR AND MUNICIPAL COURTS OF CALIFORNIA, COUNTY OF SAN BERNARDINO - CENTRAL DISTRICT, CASE NO. 13055, RECORDED JUNE 19, 1997, INSTRUMENT NO. 97-217597, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED JUNE 8, 2005, INSTRUMENT NO. 20050410336, OFFICIAL RECORDS.

PARCEL NO. 5:

ALL THAT PORTION OF GOVERNMENT LOTS 3 AND 5 IN SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

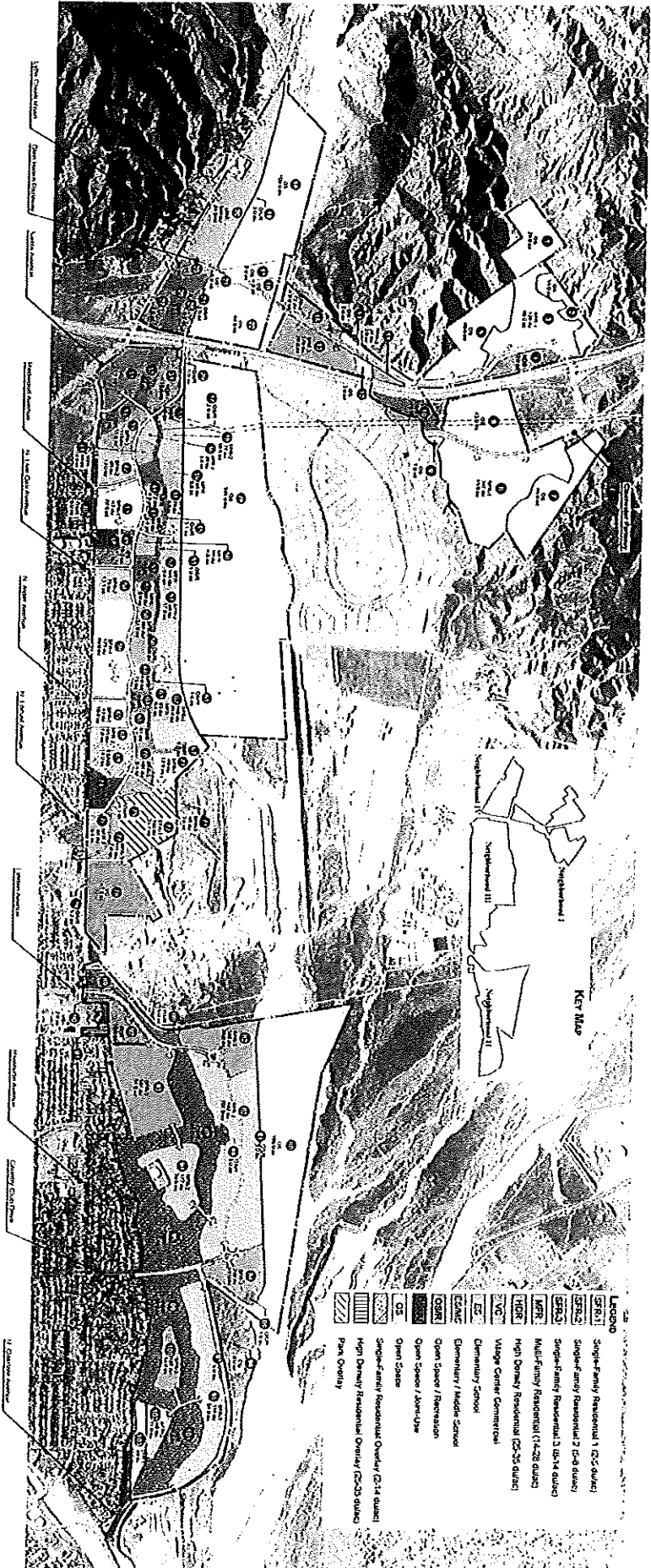
COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 89 DEG. 30' 30" EAST, 541.26 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 0 DEG. 49' 35" WEST TO A POINT ON THE WESTERLY LINE OF STATE HIGHWAY NO. 31, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS, SAID POINT BEING THE TERMINUS OF SAID LINE.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THAT PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 26, 1962, IN BOOK 6947, PAGE 231, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONDEMNED TO THE COUNTY OF SAN BERNARDINO BY FINAL ORDER OUT OF THE SUPERIOR AND MUNICIPAL COURTS OF CALIFORNIA, COUNTY OF SAN BERNARDINO - CENTRAL DISTRICT, CASE NO. 13055, RECORDED JUNE 19, 1997, INSTRUMENT NO. 97-217597, OFFICIAL RECORDS.

Exhibit "B"
Specific Plan Land Use Plan

LYTLE CREEK RANCH
Specific Plan



Note: Street alignments and configurations are conceptual and subject to change pending final design and engineering.

Figure 3-1
Conceptual Land Use Plan

**Exhibit C
Development Impact Fees**

Description of Fee	Fee Per each Single Family Unit	Fee Per each Multi-Family Unit	Fee Per each Senior Dwelling
Fees paid at building Permit			
Wastewater Treatment*	\$2,604	\$2,604	\$2,604
Wastewater Collection	\$1,440	\$1,440	\$1,440
Police Facilities	\$870	\$870	\$540
Fire Facilities	\$420	\$420	\$260
Fees paid at Certificate of Occupancy			
General Facilities	\$990	\$990	\$600
Library Facilities	\$250	\$250	\$150
Street Medians	\$70	\$70	\$50
Development Agreement	\$1,030	\$1,030	\$830
Traffic Impact Mitigation Fee*	\$2,776	\$1,923	sfd or mfd fee as applicable

Description of Fee	Fee Per each Commercial Square Foot	Fee Per each Office Square foot	Fee Per each Industrial Square Foot
Fees paid at building Permit			
Wastewater Treatment*	per applicable schedule by use	per applicable schedule by use	per applicable schedule by use
Wastewater Collection	\$48 per frontage foot	\$48 per frontage foot	\$48 per frontage foot
Police Facilities	\$0.11	\$0.15	\$0.06
Fire Facilities	\$0.13	\$0.23	\$0.09
Fees paid at Certificate of Occupancy			
General Facilities	\$0.10	\$0.14	\$0.10
Library Facilities	n/a	n/a	n/a
Street Medians	\$0.20	\$0.10	\$0.03
Development Agreement**	\$0	\$0	\$0
Traffic Impact Mitigation Fee*	\$6.35	\$3.83	\$2.20/\$0.53***

* Wastewater Treatment Fee and Traffic Impact Fee are not fixed fees as described in Section 5.

**Commercial property is not subject to the Development Agreement Fee

*** \$0.53 is the High Cube Rate

Exhibit "C-1"

Traffic Impact Mitigation Fees

Land Use	Fee
Single Family Dwellings	\$ 2,775.77 per unit
Multi-Family Dwellings	\$ 1,923.03 per unit
Commercial	\$ 6.35 per bsf
Office	\$ 3.83 per bsf
Industrial	\$ 2.20 per bsf
High Box Cube	\$ 0.53 per bsf

Exhibit "D"
Proposed Project Facilities

- Streets, highways and bridges
- Street lighting
- Flood control facilities
- Libraries
- Traffic signals and Safety lighting
- Public Utilities
- Parks
- Law Enforcement and fire protection facilities
- Governmental facilities
- Recreation facilities, including golf courses
- Sanitary wastewater facilities
- Storm drain facilities
- Biological mitigation measures involving land acquisition, dedicating and revegetation
- Potable and reclaimed water facilities
- Development impact fees
- Traffic Mitigation Fees
- Wastewater collection and treatment fees
- Water facility and connection fees
- School fees

Exhibit "E"
Riverside Avenue and Sierra Avenue Improvements

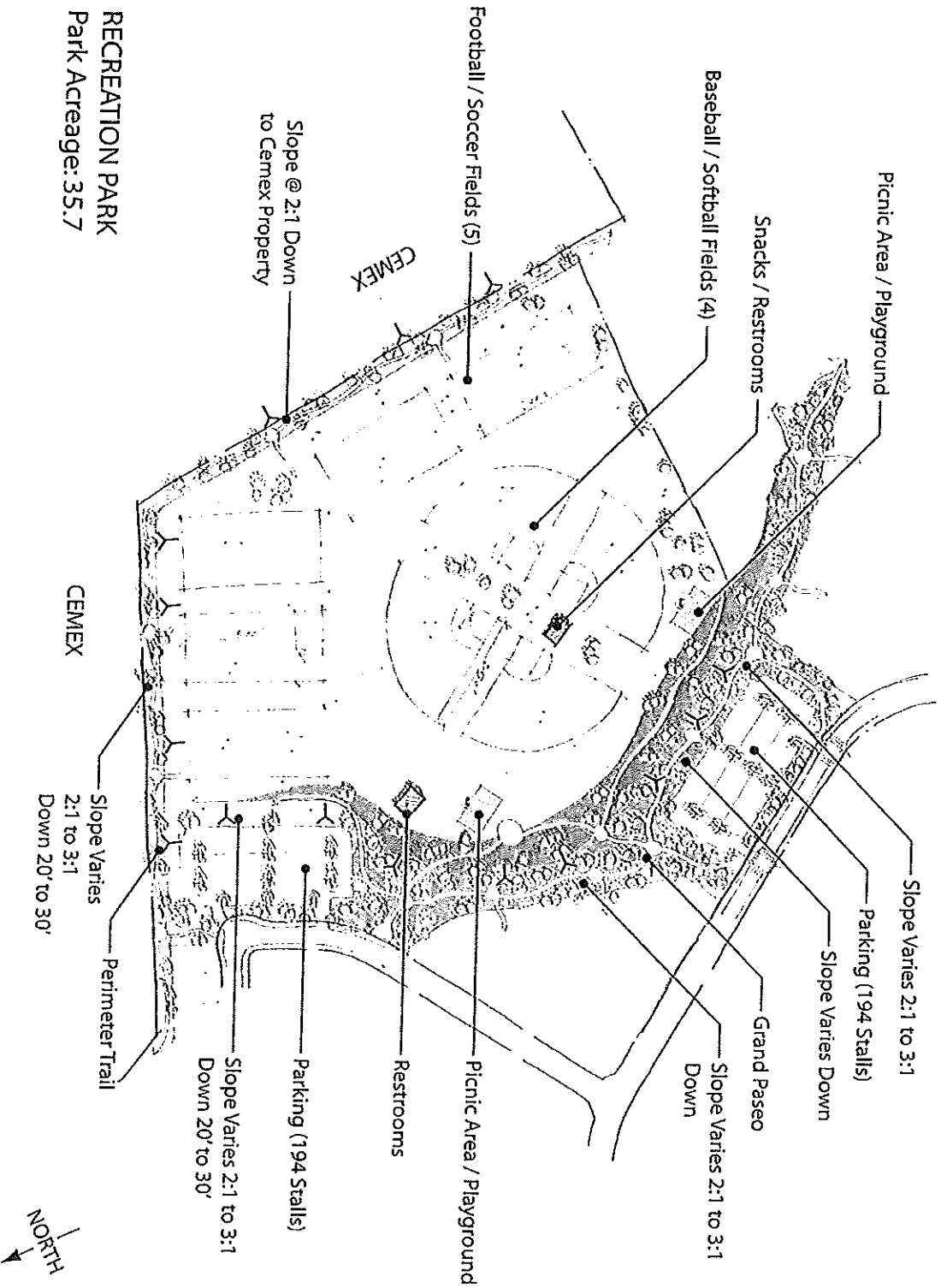
1. Riverside Avenue & Sierra Avenue Intersection – Widen and restripe Sierra Avenue to provide dual left-turn lanes and two through lanes in the southbound direction. Also improve the intersection to allow a free right-turn from Riverside Avenue onto Sierra Avenue. Install a traffic signal at this intersection. Provide all sidewalks, streetlights, landscaping, irrigation and necessary dry utilities on the Rialto portions of this intersection

2. Riverside Avenue – Riverside Avenue will be improved with a 127' right-of-way consisting of a 14' striped median, three travel lanes in each direction totaling 38', a 24' landscaped parkway that includes an 8' sidewalk/bicycle path on the the lytle Creek Ranch side of the street, and a 13' landscaped parkway with a 4'-6' sidewalk on the south side (Las Colinas side)

Exhibit "F"
Omitted

Exhibit "G"
Omitted

Exhibit "H-1"
Sports Park Depiction



RECREATION PARK
Park Acreage: 35.7

EXHIBIT H SPORTS PARK

I. GENERAL

This Exhibit H presents general requirements for the development of the Sports Park. Detailed requirements will be addressed in the approval of specific construction plans and documents in accordance City's normal and customary park design processes. The Sports Park shall be consistent with the provisions, standards, and requirements of the the Rialto General Plan, the Rialto Municipal Code, and the California Environmental Quality Act, as applicable.

City and Owner will cooperate and direct their respective consultants, architects, and/or engineers to cooperate so as to ensure the continuity and coordination vitally necessary for the proper and timely design, dedication and construction of the Sports Park.

II SITE DESCRIPTION

The site consists of approximately 35.7 acres identified as Planning Area 72 as shown on the Land Use Map (the "Sports Park Site"). The Sports Park Site is currently a depressed former quarry and river bed approximately 30-100 feet below adjoining grade. The Owner intends to construct a levee on the northeast boundary of the Sports Park Site to provide floodplain protection. The Owner shall fill the Sports Park Site to a grade approximately 20-30 feet below grade acceptable to the City which is necessary to accommodate the proposed facilities.

III PROJECT DESCRIPTION

The Sports Park will range from a minimum size of 23 acres to a maximum size of approximately 35.7 acres pursuant to this Agreement. The Sports Park Site is located at the eastern edge of Neighborhood III, in Planning Area 72 as shown on the Land Use Plan. The Basic Concept Drawing for the Sports Park is attached hereto as Exhibit H-1.

The Sports Park is intended to serve as an active sports function for the community similar in character to Frisbie Park, Jerry Eaves Park, or Fergusson Park with a combination of soccer, baseball/softball, and/or football fields along with play equipment, restroom/concession structures, and parking of approximately 300 spaces adequate to support the intended uses. The fields shall be lighted.

The Sports Park shall have access from the primary collector road serving the Project. It shall also be connected to the Grand Paseo which runs through Neighborhood III.

IV GRADING OF SPORTS PARK SITE

The Owner shall submit a rough grading plan to the City for the Sports Park Site concurrent with the rough grading plans for the Project as required to demonstrate satisfaction of the following conditions:

EXHIBIT H SPORTS PARK

- A. All grading activities shall be in substantial conformance with the approved grading plans and shall implement the recommendations outlined in the approved geotechnical report. The report must also include a fault study and geotechnical investigation for the existing site condition, including the presence of any contaminated soils material and recommendations for appropriate removal of all unsuitable material from the site. The report must be reviewed and approved by City staff prior to any grading activity.
- B. All grading operations must be under the supervision of a registered soils engineer who shall certify that all recommendations of soils report are met and that the site is free from any hazardous material and safe for the intended use.
- C. The source of import soils material must be identified and all imported material must be approved by a registered soils engineer.
- D. All grading shall be accomplished in accordance with the City of Rialto standards and approved geotechnical and hydrology reports.
- E. Slopes shall not be steeper than 2:1 unless approved by the Planning and Public Works Department and considered safe based upon approved slope stability report prepared and signed by a soils engineer or an engineering geologist registered in the State of California.
- F. A hydrology report shall be submitted for review and approval which addresses historical, existing condition, and proposed drainage of the site. Hydrology map shall indicate subarea of drainage for each condition.
- G. The proposed site must be protected from 100-Year flood potential from Lytle Creek and must not serve as a drainage basin for the Project.

V CONDITION OF SPORTS PARK SITE AT OFFER OF DEDICATION

The Sports Park Site shall be graded to the specification approved in the rough grading plan and any precise grading plans as applicable. All public improvements shall be constructed to the Sports Park Site, including streets, sidewalks, and landscaping, wet and dry utilities. The Sports Park Site shall be basically ready for precise grading and development.

VI APPROVAL OF IMPROVEMENT PLANS FOR SPORTS PARK

The City and Owner agree to cooperate on the design of the Sports Park. Not later than six months after the Offer of Dedication is required pursuant to Section 8.1.2 of the Agreement, the Owner shall submit schematic plans for review and approval by the City. Upon approval of the schematic plans, the Owner shall prepare construction plans for review and approval by the City implementing its normal and customary park review procedures. The Sports Park shall be designed generally consistent with the Basic

**EXHIBIT H
SPORTS PARK**

Concept Drawing attached hereto and to the reasonable satisfaction of the Director of Recreation and Community Services.

**VII DEDICATION AND ACCEPTANCE OF IMPROVED SPORTS PARK
SITE BY CITY**

The Owner shall construct the Sports Park in accordance with the requirements of this Agreement and the construction plans approved by the City. The City shall inspect the improvements and upon satisfactory completion of the City's standard maintenance warranty period, the City will accept the Sports Park, inclusive of the land and improvements, for maintenance by the City.

