

**City of Fontana's Application and  
Contract**

**Attachment 2**

LOCAL AGENCY FORMATION COMMISSION  
COUNTY OF SAN BERNARDINO

RECEIVED  
APR 02 2013

LAFCO  
San Bernardino County

APPLICATION FOR  
EXTENSION OF SERVICE BY CONTRACT

LAFCO SC # 373

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

**AGENCY TO EXTEND SERVICE:**

AGENCY NAME: City of Fontana, California  
CONTACT PERSON: Dawn Rowe-Clement, Assistant Planner  
ADDRESS: 8353 Sierra Avenue, Fontana, CA 92335  
PHONE: (909) 350-6694  
EMAIL: dclement@fontana.org

**CONTRACTING PARTY:**

NAME OF  
PROPERTY OWNER: FH II, LLC  
CONTACT PERSON: Rich Munkvold  
MAILING ADDRESS: 8300 Utica Av., Ste 300, Rancho Cucamonga, CA 91730  
PHONE: (909) 354-8048  
EMAIL: \_\_\_\_\_

**ADDRESS OF PROPERTY**

PROPOSED FOR CONTRACT: Randall Avenue, Fontana, CA 92335

CONTRACT NUMBER/  
IDENTIFICATION: Preannexation Agreement No. 13-00001

PARCEL NUMBER(S): 0231-051-09 and 0231-051-10

ACREAGE: 5 +/- Acres

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

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

Sewer service will be provided by the City of Fontana.

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

2. Is the property to be served in the agency's sphere of influence?  YES  NO  
3. Please provide a description of the service agreement/contract.

The Preannexation Agreement is for the provision of sewer service to a 20-unit, single-family residential subdivision. The proposed development is located on the north side of Randall Avenue, 140 feet westerly of Live Oak Avenue in Fontana's western sphere of influence.

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

The parcels are not contiguous to the City of Fontana's corporate boundaries; however, the proposed development requires sewer service. The County of San Bernardino does not have the sewer facilities to serve the project site.

- (b) Is the property to be served contiguous to the agency's boundary?  YES  NO.

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If yes, please provide explanation on why annexation to the agency is not being contemplated.

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

6. (a) What is the existing use of the property?

The parcels are vacant. The San Bernardino County's General Plan/Zoning Map designates the parcels as RS – Single Residential.

- b) Is a change in use proposed for the property?  YES  NO. If yes, please provide a description of the land use change.

The proposed development is for a 20-unit, single-family residential subdivision. The parcels are presently vacant.

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

**Project Description:**

The service agreement/contract is for the provision of sewer to a 20-unit, single family residential subdivision. Tentative Tract 18822 was conditionally approved by the County of San Bernardino Land Use Services Department-Planning Division, effective January 3, 2012 and expiring December 20, 2015. A copy of the County's Conditions of Approval are attached for your review and consideration.

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

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

The documents noted above are attached.

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

The project was found to be exempt from further environmental review and a Notice of Exemption (NOE) was filed. A copy of the NOE is attached.

10. Plan for Service:

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

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The City of Fontana will be providing sewer service to a project site that is located outside its corporate limits. The City has the facilities and capacity to serve the project site from an existing sewer line on Randall Avenue. To serve the proposed development, approximately 829 feet of sewer line will be constructed within TR 18822 and along Randall Avenue that will intersect with the main sewer line at the intersection of Randall Avenue and Live Oak Avenue.

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

Fontana’s Development Impact Fees shall include the following, which may be amended from time to time:

Description of Fees/Charges	Fee	Multiplier	Total Estimated Fees	50% Reduction for “Infill Area” Project
<b>Planning Fees:</b>				
Fire Facilities	\$164.00/du	20 units	\$3,280.00	\$1,640.00
<b>Engineering Fees:</b>				
Park Development	\$6,500/du	20 units	\$130,000.00	\$65,000.00
Storm Drain Facilities (I-10 North)	\$20,388/net ac	5.00 net ac	\$101,940.00	\$50,970.00
<b>Total Development Impact Fees</b>			<b>\$235,220</b>	<b>\$117,610.00</b>

<sup>1</sup>The Project site is located within the City’s “in-fill” development area, thus the Preannexation Agreement reflects a 50% reduction in Fire Facilities Fees, Park Development Fees, and Storm Drain Fees. The Sewer Facilities Expansion Fee is a pass through fee that is collected by the City on behalf of the Inland Empire Utilities Agency. Therefore, the Sewer Facilities Expansion Fee is not subject to a 50% reduction.

This Development Impact Fees-Infill Program, as set forth in the City’s Comprehensive Fee Schedule, shall apply so long as the program remains in effect as of the date of the actual sewer connection. The Landowner shall pay the amount of those fees in effect at the time the sewer permit is issued as set forth in the Preannexation Agreement.

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Fontana's sewer connection charges and LAFCO filing fee shall include the following, which may be amended from time to time:

CHARGE	FEE	FEE AMOUNT
Sewer Connection Permit Fee	\$25.00 x 20	\$500.00
Sewer Expansion <sup>3</sup>	\$4909.00 x 20	\$98,180.00
Sewer Connection Master	\$876.61 x 20	\$17532.20
LAFCO Filing Fee	\$5,725.00	\$5,725.00
<b>Total</b>		<b>\$121,937.20</b>

<sup>3</sup>Indicates a pass-through fee collected for the Inland Empire Utilities Agency (IEUA).

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

The monthly sewer rate for TR18822 development that is outside the City's corporate boundaries is \$29.64 per Equivalent Dwelling Unit (EDU) per month.

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

The property owner is responsible for hiring a contractor for the installation and connection of the proposed development to the City's existing sewer system. The costs of improvements and financing are borne by the property owner.

11. Does the City/District have any policies related to extending service(s) outside its boundary?  YES  NO. If yes, has a copy been provided to LAFCO?  YES  NO. If not, please include a copy of the policy or policies (i.e., resolution, municipal code section, etc.) as part of the application.

On August 26, 2008, the City of Fontana and County of San Bernardino entered into a Memorandum of Understanding (MOU) for the City's Western Sphere of Influence. The MOU was amended as of October 9, 2012; a copy is attached for your information. The MOU includes a copy of the City's adopted Annexation Policy.

**CERTIFICATION**

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

SIGNED BY:   
KENNETH R. HUNT, City Manager

DATE: 4/2/13

**REQUIRED EXHIBITS TO THIS APPLICATION:**

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of infrastructure to be extended, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission  
215 North "D" Street, Suite 204  
San Bernardino, CA 92415-0490  
PHONE: (909) 383-9900 • FAX: (909) 383-9901  
Email: lafco@lafco.sbcounty.gov

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

(Space above for Recorder's use)

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**PREANNEXATION AGREEMENT**

**between**

**CITY OF FONTANA**  
**a California municipal corporation**

**and**

**FH II, LLC**

**[Dated as of April 23, 2013 for reference purposes only]**

## 1. PARTIES AND EFFECTIVE DATE.

**1. A. Parties.** This Preannexation Agreement ("Agreement") is entered into as of this 23rd day of April, 2013, between the City of Fontana, a California municipal corporation ("City") and FH II, LLC ("Landowner") with the principal place of business located at 8300 Utica Ave. Suite 300, Rancho Cucamonga Ca, 91730. City and Landowner are sometimes individually referred to herein and "Party" and collectively as the "Parties."

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

## 2. RECITALS.

**2. A.** Landowner has fee title to that property, in unincorporated San Bernardino County, commonly known as Assessor Parcel Number 0231-051-09, 10 (the "Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. An Assessor Parcel Map is attached hereto as Exhibit "B" and incorporated by this reference.

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

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

**2. D.** Landowner desires to build Single Family Residential homes ("Project") and has requested that the City enter into this Agreement and City desires to provide sewer service to the Project. City has further determined that it is in the best interest of the citizens of the City and the Landowner to encourage the development of this Project.

## 3. TERMS.

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

### 3. A. City's Obligation.

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

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

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

(d) **Development Standards.** The Tentative Tract Map (TTM 18822) will comply with the County's Conditions of Approval (see Exhibit "E" for current Conditions of Approval).

### 3. B. Landowner's Obligations.

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

Fire Facilities (see Exhibit F)

Park Development (residential only) (see Exhibit F)

Storm Drainage Facilities (see Exhibit F)

Sewer Facilities (see Subsections (b) & (c) noted below)

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

(c) **Sewer Connection Charges/LAFCO Fee.** Landowner shall pay all fees and charges and make all deposits required by City to connect to and use the sewer. Landowner

also agrees to pay any additional fees that may be charged by the Local Agency Formation Commission (LAFCO). Those fees shall include, but not be limited to, the following:

Sewer Deposit (see Exhibit F)

Sewer Connection Permit Fee (see Exhibit F)

Sewer Connection Charge (see Exhibit F)

Sanitary Sewage Facilities Expansion Fee (see Exhibit F)

LAFCO Fee (see Exhibit F)

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

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

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

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

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

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

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

**3. D. Irrevocable Consent to Annexation.** In exchange for the City's commitments hereunder to make the sewer connection available to Landowner, Landowner hereby consents to the annexation of the Property to the City. Provided that City has fully complied with its obligations under this Agreement, Landowner agrees to covenant for itself, its agents, employees, contractors, heirs, successors and assigns ("Successors") not in any way object to, protest, delay, frustrate or otherwise impede any annexation proceedings concerning the annexation of the Property to the City. Provided that City has fully complied with its obligations under this Agreement, Landowner and its Successors shall cooperate in every reasonable way with the requests of the City, the San Bernardino Local Agency Formation Commission ("LAFCO"), or

any other public agency in any proceedings to annex the Property to the City. The Landowner's and its Successor's cooperation shall include, but not be limited to, the filing of all necessary applications, petitions, plans, drawings, and any other documentation or information required by the City, LAFCO, or any other public agency at no cost or expense to Landowner or its Successor.

**3. E. Duration of Agreement.** This Agreement shall remain in effect until such time as the property is annexed into the City, or upon expiration of the County's land use approvals, including any extensions, or whatever occurs first.

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

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

#### **4. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

**4. I. Venue; Jurisdiction; Governing Law.** Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate court in the County of San Bernardino, California. Each Party hereto irrevocably consents to the personal jurisdiction

of the court. This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles.

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

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

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

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

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

SIGNATURE PAGE  
TO  
PREANNEXATION AGREEMENT

CITY:

**BEST BEST & KRIEGER LLP**

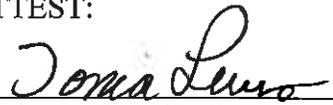
CITY OF FONTANA  
a California municipal corporation

*Amended*

Dated: 4/25/13

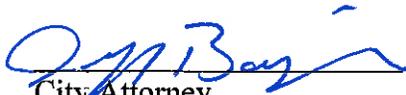
By:   
Kenneth R. Hunt  
City Manager

ATTEST:

  
Tonia Lewis, City Clerk

APPROVED AS TO LEGAL FORM:

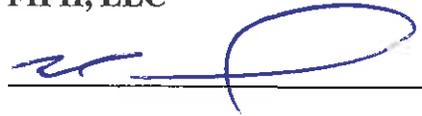
**BEST BEST & KRIEGER LLP**

By:   
City Attorney

LANDOWNER:

FH II, LLC

Dated: 4-23-13



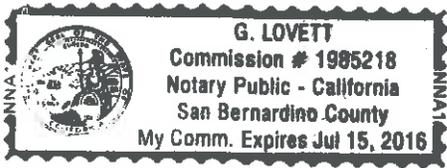
STATE OF CALIFORNIA            )  
  )  
COUNTY OF SAN BERNARDINO )        ss.

On April 23, 2013, before me, G. Lovett, Notary Public, personally appeared Richard Munkvold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

G. Lovett  
Notary Public



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

On April 25, 2013 before me, Karen L. Porlas, Notary Public, personally appeared Kenneth R. Hunt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Karen L. Porlas  
Notary Public



EXHIBIT A  
TO  
PREANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PROPERTY  
ASSESSOR PARCEL NO. 0231-051-09,010

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

Parcel 1:

The West 2.53 acres of the East 5.06 acres of Lot 886, according to Map showing Subdivision of Lands belonging to the Semi-Tropic Land and Water Company, County of San Bernardino, State of California, as shown by Map on file in book 11, page 12 of Maps, Records of San Bernardino County, California.

Areas and distances are computed to street centers

Parcel 2:

The West 2.53 acres of the East 7.59 acres of the Lot 886, according to the Map showing Subdivision of lands belonging to the Semi-Tropic Land and Water Company, in the County of San Bernardino, State of California, as shown by Map on file in book 11, page 12 of Maps, Records of San Bernardino County, California.

Areas and distances are computed to street centers.

Assessor's Parcel Number(s):

1: 0231-051-09

2: 0231-051-10

EXHIBIT B  
TO  
PREANNEXATION AGREEMENT

ASSESSOR'S PARCEL MAP

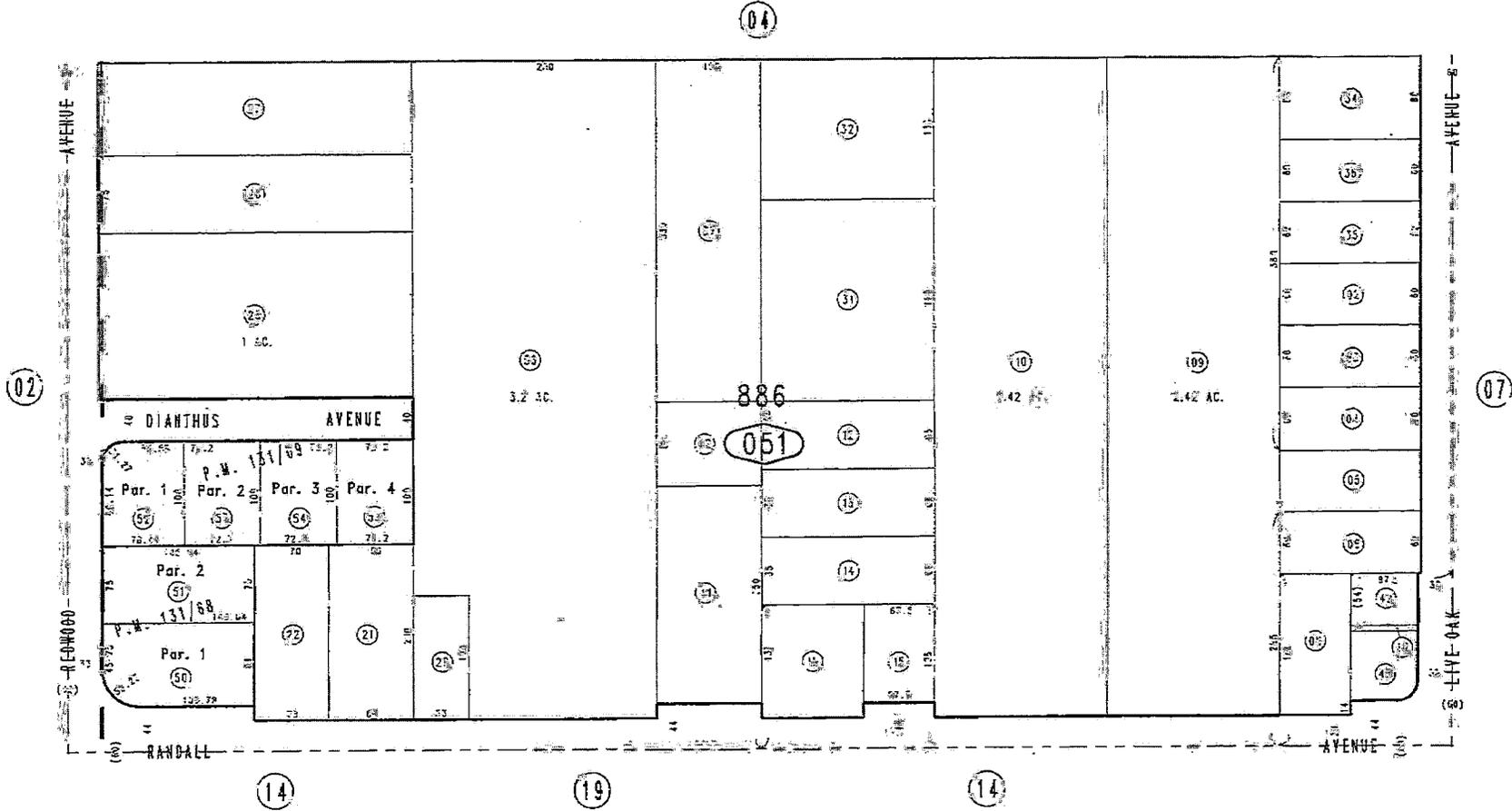
**[Attached Behind This Page]**

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.

Ptn. Semi-Tropic Land & Water Co. Sub., S.B.L.  
M.B. 11/12

City of Fontana  
Tax Rate Area  
74032

0231 05



January 2004

Parcel Map No. 10406, P.M. 031/09  
Parcel Map No. 11363, P.M. 131/08

Ptn. N.W.1/4, Sec. 14  
T.1S., R.6W.

Assessor's Map  
Book 0231 Page 05  
San Bernardino County

REVISED  
07/09/04 BU

EXHIBIT C  
TO  
PREANNEXATION AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FONTANA  
AND COUNTY OF SAN BERNARDINO  
(WESTERN SPHERE OF INFLUENCE)

**[Attached Behind This Page]**

**FIRST AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AMENDED AS OF OCTOBER 9 , 2012**

**WESTERN SPHERE OF INFLUENCE**

**CITY OF FONTANA / COUNTY OF SAN BERNARDINO**

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

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

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

**RECITALS**

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

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

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

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

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>City</u>	<u>County</u>
City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Attention: City Manager	County of San Bernardino 385 North Arrowhead Avenue San Bernardino, CA 92415 Attention: County Administrative Officer

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

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

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

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

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

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

[Signatures on following pages]

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

COUNTY:

COUNTY OF SAN BERNARDINO

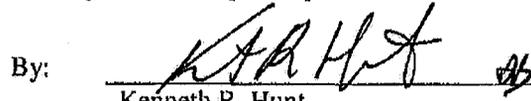
By: 

Joste Gonzales, Chair  
Board of Supervisors

Dated: OCT 23 2012

CITY:

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

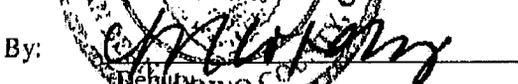
By: 

Kenneth R. Hunt  
City Manager

Dated: 10/11/12

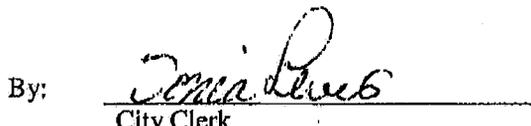
SIGNED AND CERTIFIED THAT  
A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

LAURA L. WELCH  
Clerk of the Board of Supervisors

By: 

Dated: OCT 23 2012

ATTEST:

By: 

Sonia Lewis  
City Clerk

Dated: 10/11/12

APPROVED AS TO LEGAL FORM:

JEAN-RENE BASLE  
County Counsel

By: 

Dated: 10-22-12

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: 

Jeff Ballinger, City Attorney

Dated: 10/16/2012

**EXHIBIT A  
TO  
FIRST AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING**

**WESTERN SPHERE AREA MAP**  
(See following page)

# Western Sphere of Influence

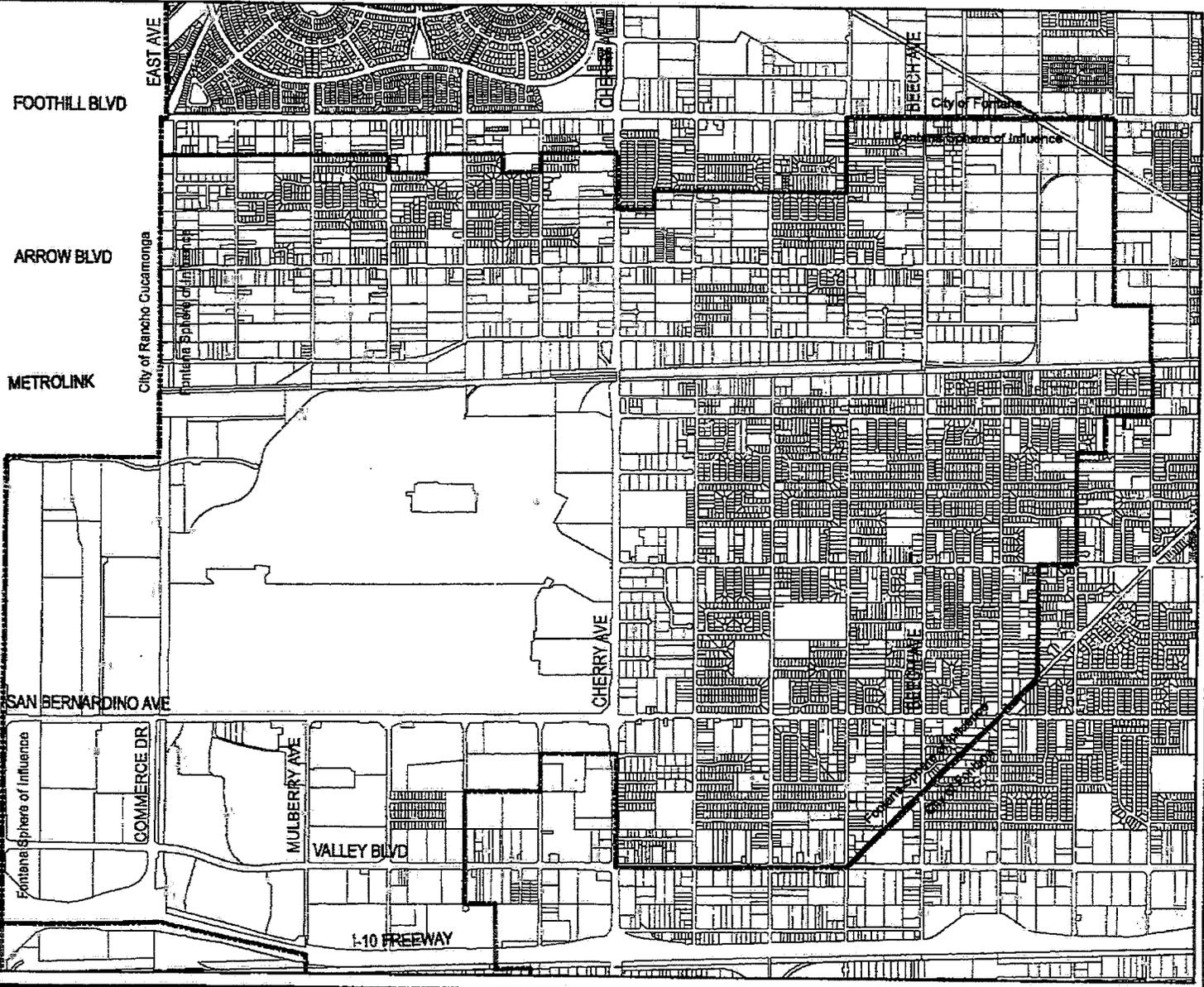
## CITY OF FONTANA

### Legend

-  City of Fontana
-  County Area



Scale: 1" = 2,400 Feet



City of Fontana  
DSOI Annexation Program  
Printed 09-27-12  
Western Sphere of Influence.mxd

**EXHIBIT B  
TO  
FIRST AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING**

**ANNEXATION POLICY**  
(See following pages)

RESOLUTION NO. 2008-142

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

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

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

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

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

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

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

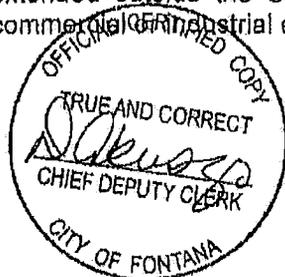
A fiscal impact analysis shall be conducted for all annexation areas;

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

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

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

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



Resolution No. 2008-142

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

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

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

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

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

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

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

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

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

READ AND APPROVED AS TO LEGAL FORM:

/s/ Clark Alsop

City Attorney

Resolution No. 2008-142

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

**AYES:** Mayor Nuaimi, Council Members Roberts, Rutherford, Scialdone, Warren

**NOES:** None

**ABSENT:** None

/s/ Tonia Lewis

City Clerk of the City of Fontana

/s/ Mark Nuaimi

Mayor of the City of Fontana

**ATTEST:**

/s/ Tonia Lewis

City Clerk of the City of Fontana

EXHIBIT D  
TO  
PREANNEXATION AGREEMENT

CITY'S ANNEXATION POLICY

**[Attached Behind This Page]**



GREGORY C. DEVEREAUX  
Chief Executive Officer

**COUNTY OF  
SAN BERNARDINO**

**County Administrative Office**  
385 North Arrowhead Avenue  
San Bernardino, CA 92415-0120  
(909) 387-5418  
FAX: (909) 387-5430

**BOARD OF SUPERVISORS**

Brad Mitzelfelt, Vice Chairman . . . . . *First District*  
Janice Rutherford . . . . . *Second District*  
Neil Derry . . . . . *Third District*  
Gary C. Oviatt . . . . . *Fourth District*  
Josie Gonzales, Chair. . . . . *Fifth District*

October 29, 2012

Received  
10/31/12  
City Clerk's Office

City of Fontana  
City Clerk's Department  
Attn: Cecilia Lopez-Henderson  
8353 Sierra Avenue  
Fontana, CA 92335

Re: Restated and Amended MOU between City of Fontana and  
County of San Bernardino (Fontana's Western Sphere of Influence)

Dear Ms. Lopez-Henderson,

Please find attached a fully executed Restated and Amended Memoranda of Understanding  
between the City of Fontana and the County of San Bernardino.

Please do not hesitate to contact our office if you should require further information.

Respectfully,

Danette Tealer  
Executive Secretary

Attachment

*The mission of the government of the County of San Bernardino is to satisfy its customers by providing service that promotes the health, safety, well being, and quality of life of its residents according to the County Charter, general laws, and the will of the people it serves.*

EXHIBIT E  
TO  
PREANNEXATION AGREEMENT  
CITY'S CONDITIONS OF APPROVAL

**[Attached Behind This Page]**

# LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO

PLANNING DIVISION  
385 N. Arrowhead Avenue, San Bernardino, CA 92415-0182  
(909) 387-8311 Fax (909) 387-3223  
<http://www.sbcounty.gov/landuse/services>

CHRISTINE KELLY  
Director

December 20, 2012

Expiration Date 12/20/2015  
Effective Date 01/03/2012

**Averial Finance, LLC.**  
10730 Trademark Street  
Rancho Cucamonga, CA 91730

**Allard Engineering**  
8253 Sierra Avenue  
Fontana, CA 92335

Re: **Tentative Tract 18822** to create 20 lots on 5 acres. Randall Avenue, North Side, approximately 140 ft. west of Live Oak., Fontana/2nd Supervisorial District; Project No: P201100366/APN: 0231-051-09, 10.

**Gentlemen:**

The referenced project, after completion of the environmental review process and due consideration, has been **CONDITIONALLY APPROVED**. The proposed Tentative Tract was found to be in conformance with County General Plan and development policies and was approved subject to conditions of approval.

The Conditions of Approval shall be completed, and a release obtained from each responsible department/agency in order to complete the approval process for recordation of the final tract map. The condition compliance will be coordinated through the County Surveyor's Division.

**NOTE:** The Planning Division considers your conditions of approval and the stamped approved Tentative Tract Map as your final development design. This is not considered a conceptual design, and as such, is not subject to change or alteration. Therefore, any proposed revisions or modifications will require the submittal of a Revision Application for Planning Division review and approval.

This approval shall be null and void if all conditions have not been completed within three (3) years of the effective date of this action. An extension of time of three (3) years may be considered upon submittal of an "Extension Request" application along with the required fee. The Extension Application must be submitted to the Planning Division not less than thirty (30) days prior to the expiration date. **PLEASE NOTE:** this will be the only notice given for the above specified expiration date. The applicant is solely responsible for initiating a time extension request.

Pursuant to Title 8, Sections 82.010410 & 83.010605 of the San Bernardino County Code, any interested person may, within ten (10) days after the date of the Planning Division action, appeal in writing to the County Planning Commission for consideration thereof. The appeal must be submitted to the Public Service Counter, along with the appropriate fee, on forms available from the Planning Division Office

GREGORY C. DEVEREAUX  
Chief Executive Officer

ROBERTA GONZALES	Board of Supervisors	JAMES RAMOS	Trust Clerk
JANICE RUTHERFORD	Chief Clerk	GARY C. COFFY	Public Service Counter
ROBERTA GONZALES	APPLICANT		

Avenal Finance  
P201100366  
12/20/2012  
0231-051-09,10

Expiration Date 12/20/2015  
Effective Date 01/03/2012

If you have any questions regarding specific condition(s) outlined in the conditions of approval by a particular agency or department, please call the telephone number listed next to the department's section heading. If you have any questions about this process or require additional information about specific Planning Division conditions, please contact this office at (909) 387-3067 or email me at: [kwhite@lud.sbcounty.gov](mailto:kwhite@lud.sbcounty.gov).

Thank you,



**Kevin White, Sr. Associate Planner**  
Planning Division

Attachments: Conditions of Approval  
Approved Tentative Tract Map

cc: County Surveyor  
County Fire Department  
Building and Safety Division  
Environmental Health Services Division  
Land Development Engineering/Drainage & Roads

## CONDITIONS OF APPROVAL

Tentative Tract 18822  
AVENAL FINANCE LLC

### GENERAL REQUIREMENTS CONDITIONS OF OPERATION AND PROCEDURE

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

1. Project Approval Description. Tentative Tract Map 18822 is approved to be recorded and constructed in compliance with these conditions of approval, the approved stamped tentative map as designed, the required Composite Development Plan (CDP) and any Covenants, Conditions and Restrictions (C,C & R's) required by this approval. This approval includes the requirements of any approved displays (e.g., landscape plans) and/or approved reports (e.g. Water Quality Management Plan). Tentative Tract 18822 is approved to create 20 lots on 5 acres. APN: 0231-051-09,10; Project No: P201100366.
2. Expiration/TT. The conditional approval of Tentative Tract Map 18822 shall become null and void unless all conditions have been completed and the Final Map has been deemed complete by the County Surveyor for purposes of recordation within thirty-six (36) months following the approval effective date, unless an extension of time is granted. PLEASE NOTE: This will be the ONLY notice given of the approval expiration date. The property owner is responsible for initiation of any extension request.
3. Extension of Time/TT. Where circumstances cause delays, which do not permit compliance with the required recordation time limit, the applicant may submit for review and approval an application requesting an extension of time. County Planning may grant such requests for extensions of time, each for a period not to exceed an additional twenty-four (24) months in compliance with the State Map Act Section 66452.6. An Extension of Time may be granted upon a successful review of an Extension of Time application, which includes a justification of the delay in recordation, a plan of action for completion and submittal of the appropriate fee, not less than 30 days prior to the expiration date. The granting of an extension request is a discretionary action that may be subject to additional or revised conditions of approval.
4. Revisions. Any proposed change to the approved Tentative Tract map and/or the conditions of approval shall require that an additional land use application (e.g. Revision to an Approved Action) be submitted to County Planning for review and approval.

5. "Developer" Defined. The term "developer" as used in these conditions of approval for this project and for any development of this project site, includes all of the following: the applicant, the property owner and any lessee, tenant or sub-tenant, operator and/or any other agent or other interested party of the subject project and/or project site and/or any heir or any other successor in interest in the project site or project land use by sale or by lease of all or of a portion of the project site or project land uses and/or any other right given to conduct any land use in any or all of the project structures or any area on the project site.
  
6. Indemnification. In compliance with SBCC §81.01.070, the "developer" shall agree to defend, indemnify, and hold harmless the County or its "indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), Zoning Administrator, agents, officers, employees, volunteers, advisory agencies or committees, appeal boards or legislative body) from any claim, action, or proceeding against the County or its indemnitees to attack, set aside, void, or annul an approval of the County by an indemnitee concerning a map or permit or any other action relating to or arising out of County approval, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim, except where such indemnification is prohibited by law. In the alternative, the developer may agree to relinquish such approval.

Any condition of approval imposed in compliance with the County Development Code or County General Plan shall include a requirement that the County acts reasonably to promptly notify the "developer" of any claim, action, or proceeding and that the County cooperates fully in the defense. The "developer" shall reimburse the County and its indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its indemnitees may be required by a court to pay as a result of such action.

The County may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the "developer" of their obligations under this condition to reimburse the County or its indemnitees for all such expenses.

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

7. Project Account. The Job Costing System (JCS) account number is P201100366. This is an actual cost project with a deposit account to which hourly charges are assessed. The developer shall maintain a positive account balance at all times. A minimum balance of \$1000 must be in the project account at the time the County Surveyor Initiates Condition Compliance Review for recordation. Sufficient funds must remain in the account to cover the charges during each compliance review. All fees required for processing shall be paid in full prior to recordation. There shall be sufficient funds remaining in the account to properly fund file closure and any other required post-occupancy review and inspection.

LAND USE SERVICES – Code Enforcement Division (909) 387-4044

8. Enforcement. If any County enforcement activities are required to enforce compliance with the conditions of approval, the property owner shall be charged for such enforcement activities in accordance with the County Code Schedule of Fees.

COUNTY FIRE – Community Safety (909) 386-8400

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

PUBLIC WORKS / Land Development Division – Drainage Section (909) 387-8145

10. Tributary Drainage. Adequate provisions should be made to intercept and conduct the tributary off site - on site drainage flows around and through the site in a manner, which will not adversely affect adjacent or downstream properties at the time the site is developed.
11. Additional Drainage Requirements. In addition to drainage requirements stated herein, other "on-site" and/or "off-site" improvements may be required which cannot be determined from tentative plans at this time and would have to be reviewed after more complete improvement plans and profiles have been submitted to this office.

12. Continuous BMP Maintenance. The property owner/"developer" is required to provide periodic and continuous maintenance of all Best Management Practices (BMP) devices/facilities listed in the County approved Water Quality Management Plan (WQMP) for the project. This includes but is not limited to, filter material replacement and sediment removal, as required to assure peak performance of all BMPs. Furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods in effect at the time such maintenance occurs.
13. BMP Enforcement. In the event the property owner/"developer" (including any successors or assigns) fails to accomplish the necessary BMP maintenance within five (5) days of being given written notice by County Public Works, then the County shall cause any required maintenance to be done. The entire cost and expense of the required maintenance shall be charged to the property owner and/or "developer", including administrative costs, attorney's fees and interest thereon at the rate authorized by the County Code from the date of the original notice to the date the expense is paid in full.

PUBLIC WORKS / Land Development Division – Road Section (909) 387-8145

14. Road Standards. All required street improvements shall comply with latest San Bernardino County Road Planning and Design Standards and the San Bernardino County Standard Plans.
15. Access. The property currently has temporary full turning movement access to Randall Ave. The County reserves the right in the future to construct and/or install a raised median on Randall Ave or other appropriate safety measures/traffic control devices for the purposes of protecting public health and safety, which could result in the property having only right-in and right-out access to Randall Ave.

**PRIOR TO ANY LAND DISTURBANCE OR ISSUANCE OF GRADING PERMITS ON ANY PHASE, THE FOLLOWING CONDITIONS SHALL BE MET:**

LAND USE SERVICES DEPARTMENT - BUILDING & SAFETY DIVISION (909) 387-4244

16. Erosion Control Plan. An erosion and sediment control plan and permit shall be submitted to and approved by the Building Official, prior to any land disturbance.
17. Grading Plan. Prior to grading/land disturbance, grading plans shall be submitted to Building and Safety for review and approval.

18. Demolition. Obtain a demolition permit for any building/s or structures to be demolished. Underground structures must be broken in, back-filled and inspected before covering.
19. Compaction Report. Upon completion of rough grading and prior to footing excavations, a compaction report shall be submitted to the Building & Safety Division for review and approval.
20. Geology Report. An engineering geology report shall be submitted to the Building & Safety Division for review and approval prior to the issuance of grading permits.

**PUBLIC WORKS / Land Development Division – Drainage (909) 387-8145**

21. Grading Plans. Grading plans shall be submitted to Land Development Division for review and approval obtained, prior to construction. A \$520 deposit for grading plan review will be collected upon submittal to the Land Development Division.
22. WQMP Inspection Fee. The developer shall deposit an inspection fee for WQMP in the amount of \$3,600 to Land Development Division.

**LAND USE SERVICES DEPARTMENT/ PLANNING DIVISION (909) 387-4115**

23. Project Accounting. The applicant/owner shall process a Conditional Compliance Review through the County in accordance with the direction stated in the Conditional Approval letter, for verification of conditions for each phase that requires permits or approvals. A minimum balance of \$1,000.00 must be in the project account at the time the Condition Compliance Review is initiated. NOTE: Sufficient funds must remain in the account to cover the charges during the Compliance Review.
24. Grading Plan. Prior to grading/land disturbance, grading plans shall be submitted to the Planning Division for review.
25. AQ-Dust Control Plan. The "developer" shall prepare, submit for review and obtain approval from County Planning of both a Dust Control Plan (DCP) consistent with SCAQMD guidelines and a signed letter agreeing to include in any construction contracts/ subcontracts a requirement that project contractors adhere to the requirements of the DCP. The DCP shall include the following requirements:
  - a) Exposed soil shall be kept continually moist to reduce fugitive dust during all grading and construction activities, through application of water sprayed a minimum of two times each day or as otherwise necessary.
  - b) During high wind conditions (i.e., wind speeds exceeding 25 mph), areas with disturbed soil shall be watered hourly and activities on unpaved surfaces shall cease until wind speeds no longer exceed 25 mph.

- c) Storage piles that are to be left in place for more than three working days shall be sprayed with a non-toxic soil binder, covered with plastic or revegetated.
- d) Storm water control systems shall be installed to prevent off-site mud deposition.
- e) All trucks hauling dirt away from the site shall be covered.
- f) Construction vehicle tires shall be washed, prior to leaving the project site.
- g) Rumble plates shall be installed at construction exits from dirt driveways.
- h) Paved access driveways and streets shall be washed and swept daily when there are visible signs of dirt track-out.
- i) Street sweeping shall be conducted daily when visible soil accumulations occur along site access roadways to remove dirt dropped or tracked-out by construction vehicles. Site access driveways and adjacent streets shall be washed daily, if there are visible signs of any dirt track-out at the conclusion of any workday and after street sweeping.

**PRIOR TO RECORDATION OF THE FINAL MAP  
THE FOLLOWING CONDITIONS SHALL BE COMPLETED**

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

26. Composite Development Plan (CDP). A Composite Development Plan (CDP) is required to be prepared complying with the County Development Code Section 87.03.110. The CDP shall be submitted to the County Surveyor, who will then circulate the CDP for review and approval by all County agencies requiring CDP notes. Once approved, the CDP is permanently filed with County Building & Safety and when developed each parcel shall comply with these requirements.
- A. CDP/Building Setback Delineations. The "Building setback line" (BSL) for each parcel shall be shown by delineating the BSL on the CDP. The front yard setback shall be variable and be a minimum of twenty-two (22) feet with an average within the tract of no less than twenty-five (25) feet. The rear setback shall be fifteen (15) feet; the side yard setback of ten (10) feet on one side and five (5) feet on the other side; and a street side setback along Randall Avenue of twenty-five (25) feet.
  - B. Landscaping Plan. A landscaping plan shall be submitted to the Planning Division in accordance with Section 83.10.020 of the County Development Code. The landscape plan shall include all proposed fences and walls.
27. Project Accounting. Prior to approval for recordation, all fees required under actual cost job number TR. 18822 shall be paid in full.

28. HOA. If a maintenance agreement from CSA Special Districts cannot be obtained for the maintenance of vegetated drainage swale, the developer is required to form an HOA for the maintenance of these improvements.

LAND USE SERVICES DEPARTMENT – Building and Safety Division (909) 387-4246

29. Geotechnical (Soils) Report. A geotechnical (soil) report shall be submitted to the Building and Safety Division for review and approval.

PUBLIC HEALTH – Environmental Health Services (909) 387-4666

30. Water. The Water purveyor shall be Fontana Water Company.
31. Water verification. Applicant shall procure a verification letter from the water agency with jurisdiction. This letter shall state whether or not water connection and service shall be made available to the project by the water agency. This letter shall reference the File Index Number and Assessor's Parcel Number.
32. Sewage. Method of sewage disposal shall be City of Fontana or other EHS approved.
33. Sewer verification. Applicant shall procure a verification letter from the sewer agency with jurisdiction. This letter shall state whether or not sewer connection and service shall be made available to the project by the sewer agency. The letter shall reference the File Index Number and Assessor's Parcel Number.
34. Annexation. Submit verification of annexation to DEHS for any project that requires water or sewer connection outside a purveyor's jurisdiction. For information, contact LAFCO at (909) 387-5866.
35. Out-of-Agency. The extension of sewer service to this project will require a contract with the City of Fontana for service outside its boundaries. Such a contract is required to be reviewed and approved by LAFCO before a will-serve letter or other contractual relationship can be finalized. For further information on this process, contact the LAFCO office at (909) 383-9900 or the City of Fontana.
36. Bonds. The following are the steps that must be completed to meet the requirements for installation and/or finance of the on-site/off-site water system and/or sewer system.

- A. Where the water and/or sewer system is to be installed prior to recordation, it is the developer's responsibility to submit to the TRANSPORTATION/FLOOD CONTROL DEPARTMENT, SURVEYOR

DIVISION, a copy of the approved plan and a signed statement from the utility of jurisdiction confirming that the improvement has been installed and accepted.

B. Where a bond is to be posted in lieu of installation of the improvement, the developer shall submit the approved plans and determined amount or a signed statement from an acceptable governmental entity, that financial arrangements have been completed and submitted to the TRANSPORTATION/FLOOD CONTROL DEPARTMENT, SURVEYOR DIVISION.

37. Acoustical. Submit preliminary acoustical information demonstrating that the proposed project maintains noise levels at or below San Bernardino County Noise Standard(s), San Bernardino Development Code Section 87.0905(b). The purpose is to evaluate potential future on-site and/or adjacent off-site noise sources. If the preliminary information cannot demonstrate compliance to noise standards, a project specific acoustical analysis shall be required. Submit information/analysis to the DEHS for review and approval. For information and acoustical checklist, contact DEHS at (909) 387-4666.

PUBLIC WORKS - Land Development Division - Drainage Section (909) 387-8145

38. Drainage Facility Design. A Registered Civil Engineer shall investigate and design adequate drainage facilities to intercept and conduct the off-site and on-site drainage flows around and through the site in a manner, which will not adversely affect adjacent or downstream properties. Submit drainage study for review and obtain approval. A \$520 deposit for drainage review will be collected upon submittal to the Land Development Division.
39. Drainage Easements. Adequate San Bernardino County Drainage Easements (minimum fifteen [15] feet wide) shall be provided over the natural drainage courses, drainage facilities/or concentration of runoff from the site to dewater into private property.
40. Maintenance Agreement. A Maintenance agreement from CSA Special Districts shall be submitted to Land Development Division, outlining the full maintenance responsibilities of CSA Special Districts, if identified as the responsible parties in the WQMP.
41. WQMP. A completed Water Quality Management Plan (WQMP) shall be submitted for review and approval obtained. A \$2,500 deposit for WQMP review will be collected upon submittal to the Land Development Division. Copies of the WQMP guidance and template can be found at:

([http://www.sbcounty.gov/dpw/land/environmental\\_mgmt.asp](http://www.sbcounty.gov/dpw/land/environmental_mgmt.asp))

42. CDP/LDD - Drainage. A Composite Development Plan (CDP) is required and the following shall be delineated or noted on the CDP with confirmation and approval obtained from the LDD, prior to recordation of the Final Map (Statements in quotations shall be verbatim):

"PUBLIC WORKS / Land Development Division – Drainage (909) 387-8145"

- "Grading Plans. Grading plans shall be submitted to Public Works/Land Development Division for review and approval obtained prior to issuance of grading permits for each parcel. Submit necessary fees per the latest fee schedule for review, inspection and approval."
- "Additional Drainage Improvements. At the time each lot/parcel is developed, a California Registered Civil Engineer (RCE) shall prepare/design complete drainage improvement plans and profiles. After these are submitted for review and approval additional "on-site" and/or "off-site" improvements may be required which cannot be determined from tentative plans at this time."
- "Drainage and WQMP Improvements. Prior to issuance of Building Permit, all required drainage and WQMP Improvements shall be completed by the applicant, inspected and approved by County Public Works. Submit necessary fees per the latest fee schedule for review, inspection and approval."
- "WQMP Operations and Maintenance. Operation and maintenance (O&M) requirements for all Source Control, Site Design, and Treatment Control BMPs shall be identified within the Water Quality Management Plan (WQMP). All maintenance or replacement of BMPs proposed as part of the WQMP are the sole responsibility of the Owner in accordance with the terms of the WQMP Agreement."
- "WQMP Final File. Prior to Occupancy, an electronic file of the final and approved WQMP shall be submitted to the Land Development Division, Drainage Section."

PUBLIC WORKS / Land Development Division – Road Section (909) 387-8145

43. Road Dedication/Improvement. The developer shall submit for review and obtain approval from the County Public Works of the following dedications, plans and permits for the listed required improvements, designed by a Registered Civil

Engineer (RCE), licensed in the State of California. These shall be submitted to the Department of Public Works (DPW), located at 825 E. Third Street, San Bernardino CA 92415-0835. Phone: (909) 387-8145.

**Randall Ave (Secondary Highway - 88')**

- A. Road Dedication. A 14 foot grant of easement is required to provide a half-width right-of-way of 44'.
- B. Street Improvements. Design curb and gutter with match up paving 32 feet from centerline.
- C. Sidewalks. Design sidewalks per County Standard 109 type C.

**"A" Street (Local - 50')**

- A. Road Dedication. A 50 foot grant of easement is required to provide a full-width right-of-way of 50 feet.
  - B. Street Improvements. Design curb and gutter with match up paving 18 feet from centerline.
  - C. Sidewalks. Design sidewalks per County Standard 109 type C.
  - D. Curb Returns. Curb Returns shall be designed per County Standard 110.
  - E. Cul-de-sac Design. The proposed cul-de-sac shall be designed and constructed full width to County Standards and the map revised as necessary to accomplish this.
44. Street Type Entrance. Street type entrance(s) with curb returns shall be constructed at the entrance(s) to the development.
45. Road Design. Road sections within and/or bordering the project site shall be designed and constructed to Valley Road Standards of San Bernardino County, and to the policies and requirements of the County Department of Public Works and in accordance with the Master Plan of Highways.
46. Improvement Securities. All required public road, drainage, and WQMP improvements for subdivisions shall be bonded in accordance with County Development code unless constructed and approved prior to recordation.

47. Maintenance Bond. Once all required public road, drainage, and WQMP improvements have been constructed and approved, a maintenance bond for a period of one year shall be required to insure satisfactory condition of all improvements.
48. Street Improvement Plans. The developer shall submit for review and obtain approval of street improvement plans prior to construction.
49. Utilities. Final plans and profiles shall indicate the location of any existing utility facility or utility pole which would affect construction, and any such utility shall be relocated as necessary without cost to the County.
50. Encroachment Permits. Prior to installation of road and drainage improvements, a permit is required from County Public Works, Transportation Operations Division, Permit Section, (909) 387-8039, as well as other agencies prior to work within their jurisdiction.
51. Soils Testing. Any grading within the road right-of-way prior to the signing of the improvement plans shall be accomplished under the direction of a soils testing engineer. Compaction tests of embankment construction, trench back fill, and all sub-grades shall be performed at no cost to San Bernardino County and a written report shall be submitted to the Transportation Operations Division, Permits Section of County Public Works, prior to any placement of base materials and/or paving.
52. Open Roads/Cash Deposit. Existing County roads, which will require reconstruction, shall remain open for traffic at all times, with adequate detours, during actual construction. A cash deposit shall be made to cover the cost of grading and paving prior to issuance of road encroachment permit. Upon completion of the road and drainage improvement to the satisfaction of the Department of Public Works, the cash deposit may be refunded.
53. Transitional Improvements. Right-of-way and improvements (including off-site) to transition traffic and drainage flows from proposed to existing, shall be required as necessary.
54. Street Gradients. Road profile grades shall not be less than 0.5% unless the engineer at the time of submittal of the improvement plans provides justification to the satisfaction of County Public Works confirming the adequacy of the grade.
55. CDP/LDD - Roads. A Composite Development Plan (CDP) is required and the following shall be delineated or noted on the CDP with confirmation and approval

obtained from the LDD prior to recordation of the Final Map (Statements in quotations shall be verbatim):

"PUBLIC WORKS / Land Development Division – Roads (909) 387-8145"

- "Encroachment Permit. At the time each lot/parcel is developed, an encroachment permit or other authorized clearance from each affected agency shall be required for all construction in the right-of-way of any jurisdiction, including the County and State. A copy of each permit shall be submitted to Public Works for review and approval obtained, prior to any project construction in any affected right-of-way of any jurisdiction."
- "Cash Deposit. At the time each lot/parcel is developed, a cash deposit in an amount determined by LDD shall be paid to Public Works prior to issuance of a County encroachment permit. The cash deposit is to assure completion of the required grading and paving in County right-of-way. The deposit shall cover all costs, including administration, contracting, construction and inspection. Upon completion of the County road and drainage improvements to the satisfaction of County Public Works, the cash deposit can be refunded."
- "Sight Distance Design. Any proposed walls, landscaping, signs, cut and/or fill slopes or any other potentially obstructing project elements shall be designed to accommodate adequate sight distance for the minimum design speeds, especially at all intersections, curves, and driveway entrances for each lot/parcel."
- "Improvements Constructed. Prior to final approval or occupancy of any structure on any lot/parcel, all required on-site and off-site road and drainage improvements (public and private) shall be fully constructed by the applicant, inspected and approved by County Public Works. However, completion of road and drainage improvements does not imply acceptance for maintenance by the County."
- "Open Roads. At the time each lot/parcel is developed, existing County roads which require reconstruction by the project shall remain open for traffic at all times, with adequate Public Works approved detours, during actual construction."
- "Structural Section Testing. Prior to occupancy, a thorough evaluation of the structural road section, to include parkway improvements, from a qualified materials engineer, shall be submitted to the County Public Works."

- "DPW Approval. Prior to occupancy, roads within this development shall be approved by the County Public Works."

PUBLIC WORKS/Surveyor's Division (909) 387-8148

56. Non Interference Letter. Subdivider shall present evidence to the County Surveyor's Office that he has tried to obtain a non-interference letter from any utility company that may have rights of easement within the property boundaries.
57. Easements. Easements of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easement of record, which cannot be relinquished or relocated, shall be redesigned.
58. Monumentation. Final Monumentation, not set prior to recordation, shall be bonded with a cash amount deposited with the office of the County Surveyor as established per the County fee schedule 16.0215B(c)(6).
59. Surveyor Fees. Prior to approval for recordation, all fees required under actual cost job number **TR. 18822** shall be paid in full.

PUBLIC WORKS / Traffic Division - (909) 387-8186

44. CDP/Traffic. A Composite Development Plan (CDP) is required and the following shall be noted on the CDP with confirmation and approval obtained from the Traffic Division prior to recordation of the Final Map (Statements in quotations shall be verbatim):
- This project falls within the Regional Transportation Facilities Fee Plan for the Fontana Subarea. This fee shall be paid by a cashier's check to the Department of Public Works Business Office.

The fee assessed will be based on the applicable rates at the time of application for a building permit. These fees are subject to change; however, the current Regional Transportation Fee Plan can be found at the following website:

[http://www.sbcounty.gov/dpw/transportation/transportation\\_planning.asp](http://www.sbcounty.gov/dpw/transportation/transportation_planning.asp)

COUNTY FIRE DEPARTMENT/Community Safety Division (909) 386-8400

45. CDP. A Composite Development Plan (CDP) is required and the following shall be delineated or noted on the CDP with confirmation and approval obtained from

the County Fire Department, prior to recordation of the Final Map (Statements in quotations shall be verbatim):

- Jurisdiction. The above referenced project is under the jurisdiction of the San Bernardino County Fire Department herein "Fire Department". Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current Uniform Fire Code requirements and all applicable statutes, codes, ordinances and standards of the Fire Department.
  - Water System Residential. A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Detached single family residential development may increase the spacing between hydrants to be no more than six hundred (600) feet and no more than three hundred (300) feet (as measured along vehicular travel-ways) from the driveway on the address side of the proposed single family structure. Standard 901.4
46. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to recordation.

**PRIOR TO ISSUANCE OF BUILDING PERMITS, THE FOLLOWING CONDITIONS SHALL BE MET:**

**SAN BERNARDINO COUNTY FIRE DEPARTMENT (909) 386-8465**

47. Jurisdiction. The above-referenced project is protected by the San Bernardino County Fire Department. Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection development requirements. All new construction shall comply with the existing Uniform Fire Code requirements and all applicable statutes, codes, ordinances or standards of the Fire Department.
48. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of forty (40) foot radius for all turns.
49. Combustible Protection. Prior to combustibles being placed on the project site an approved paved road with curb and gutter and fire hydrants with an acceptable water system shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy.
50. Water System. A water system approved and inspected by the Fire Department is required. The system shall be operational, prior to any combustibles being stored on the site. The applicant is required to provide a minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet. All fire hydrants shall be spaced no more than three hundred (300) feet apart and no more than one hundred fifty (150) feet from any portion of a structure. Detached single family residential developments may increase the spacing between hydrants to be no more than six hundred (600) feet and no more than three hundred (300) feet any portion of a detached single family structure.
51. Street Sign. This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the nearest street corner to the project. Installation of the temporary sign shall be prior any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed.

PUBLIC WORKS / Traffic Division - (909) 387-8186

52. Traffic Mitigation. This project falls within the Regional Transportation Facilities Fee Plan for the Fontana Subarea. This fee shall be paid by a cashier's check to the Department of Public Works Business Office.

The fee assessed will be based on the applicable rates at the time of application for a building permit. These fees are subject to change; however, the current Regional Transportation Fee Plan can be found at the following website:  
[http://www.sbcounty.gov/dpw/transportation/transportation\\_planning.asp](http://www.sbcounty.gov/dpw/transportation/transportation_planning.asp)

LAND USE SERVICES DEPARTMENT - BUILDING & SAFETY DIVISION (909) 387-4244

53. Erosion Control Devices. Prior to issuance of building permits, erosion control devices must be installed at all perimeter openings and slopes. No sediment is to leave the job site.
54. Building Permits. Prior to obtaining permits for any construction, professionally prepared plans shall be submitted to the Building and Safety Division for review and approval.
55. Walls. Submit plans and obtain separate building permits for any required walls, retaining walls or trash enclosures.

LAND USE SERVICES DEPARTMENT/ PLANNING DIVISION (909) 387-4115

56. Plot Plan. The developer shall submit a Plot Plan which shows the proposed building footprint, setbacks, phasing of construction and the locations of model homes if applicable.
57. Utilities. All existing and proposed utility lines on or adjacent to the project site shall be placed underground in accordance with requirements of County Development Code Standards and the serving utility companies.

**PRIOR TO ISSUANCE OF FINAL OCCUPANCY PERMITS, THE FOLLOWING CONDITIONS SHALL BE MET:**

SAN BERNARDINO COUNTY FIRE DEPARTMENT (909) 386-8465

58. Street Address. The street addresses shall be posted with a minimum of four-inch (4") numbers, visible from the street, and during the hours of darkness the numbers shall be internally electrically illuminated with a low voltage power source. Posted numbers shall contrast with their background and be legible from

the street in accordance with the Uniform Fire Code. Where building setbacks exceed one hundred (100) feet from the roadway, additional contrasting four-inch (4") numbers shall be displayed at the property access.

59. Spark Arrestor. Every chimney used in conjunction with any fireplace or any heating appliance, in which solid or liquid fuel is used, shall be maintained with an approved spark arrestor visible from the ground, as identified in the Uniform Fire Code.
60. Hydrant Locations. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department.

**PUBLIC WORKS/ Land Development Division – Drainage Section (909) 387-8145**

61. Drainage and WQMP Improvements. All required drainage and WQMP improvements shall be completed and approved by County Public Works.
62. WQMP Final File. An electronic file of the final and approved WQMP shall be submitted to Land Development Division, Drainage Section.

**PUBLIC WORKS/ Land Development Division – Road Section (909) 387-8145**

63. Road Improvements. All required on-site and off-site improvements shall be completed by the applicant and approved by County Public Works.
64. Condition of Road Improvements. At the time of occupancy for all structures, the condition of all required on-site and off-site improvements shall be acceptable to County Public Works.
65. Structural Section Testing. A thorough evaluation of the structural road section, to include parkway improvements, from a qualified materials engineer, shall be submitted to County Public Works.
66. Parkway Planting. Trees, irrigation systems, and landscaping required to be installed on public right-of-way shall be approved by the County Public Works/Current Planning, maintained by the adjacent property owner or other County-approved entity.

**LAND USE SERVICES DEPARTMENT/ PLANNING DIVISION (909) 387-4115**

67. Planning Fees. All fees required under actual cost job number **P201000366** shall be paid in full.

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Effective Date 01/03/2012  
Expiration Date 12/20/2015

68. Landscaping Installed. All landscaping and irrigation shown on the approved landscape and irrigation plans and all required walls shall be completed.

**END OF CONDITIONS - Tentative Tract 18822**

EXHIBIT F

**Estimated**  
 Development Impact Fees  
 Sewer Connection Charges/LAFCO Fee  
 Per MOU between City and County (Western Sphere Area)

<b>Planning Fees</b>			Total Estimated Fees	50% Reduction for "Infill Area" Project
Fire Facilities	\$164.00/du	20 units	\$3,280.00	\$1,640.00
Park Development (residential only)	\$6,500/du	20 units	\$130,000.00	\$65,000.00
<b>Engineering Fees</b>				
Storm Drainage Facilities (I-10 North)	\$20,388/ net acre	5 net acres	\$101,940.00	\$50,970.00
City Sewer Connection Master Fee	\$876.61 /du	20 units	\$17,532.20	\$17,532.20
City Sewer Connection Permit	\$25.00/du	20 units	\$ 500.00	\$500.00
*Sanitary Sewage Facilities Expansion Fee (Inland Empire Utilities Agency)	\$4,909.00/du	20 units	\$98,180.00	\$98,180.00
<b>LAFCO Fee</b>			\$5,725.00	\$5,725.00
<b>Total</b>			<b>\$357,157.20</b>	<b>\$239,547.20</b>

\* Indicates a pass through fee collected for other agencies. All other fees listed are reduced by 50% as this project is located in the Infill area.