

ORDINANCE NO. 3164

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA05-002), BETWEEN THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC, TO MODIFY THE COMMENCEMENT OF CERTAIN SPECIFIC INFRASTRUCTURE ASSOCIATED WITH THE DEVELOPMENT OF TENTATIVE TRACT MAP 20316 (FILE NO. PMTT19-020), AND CONFORM TO THE REVISED DEVELOPMENT STANDARDS ESTABLISHED BY THE PARKSIDE SPECIFIC PLAN AMENDMENT (PSPA19-007), LOCATED AT THE NORTHWEST CORNER OF EUCALYPTUS AVENUE AND ARCHIBALD AVENUE, WITHIN PLANNING AREAS 1 THROUGH 26 OF THE PARKSIDE SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-231-06, 0218-231-08, 0218-231-09, 0218-231-10, 0218-231-11, 0218-231-12, 0218-231-13, 0218-231-14, 0218-231-15, 0218-231-16, 0218-231-17, 0218-231-18, 0218-231-19, 0218-231-20, 0218-231-21, 0218-231-22, 0218-231-28, 0218-231-30, 0218-231-31, 0218-231-39, 0218-221-09, AND 0218-221-10.

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

WHEREAS, the Application applies to 250.89 acres of land generally located at the northwest corner of Eucalyptus Avenue and Archibald Avenue, within Planning areas 1 through 26 of the Parkside Specific Plan; and

WHEREAS, the properties to the north, south, east, and west, are developed with agriculture and dairy uses and currently vacant. The property also encompasses approximately a half-mile portion of the Cucamonga Creek Channel from north to south; and

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

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

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

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

WHEREAS, on October 16, 2019, the Applicant submitted a new Tentative Tract Map 20316 (File No. PMTT19-020) for condominium purposes to subdivide 56.99 acres of land into 4 numbered lots and 12 lettered lots, within Planning Areas 1 through 4 of the Parkside Specific Plan. In addition, the Applicant has proposed the Parkside Specific Plan Amendment (File No. PSPA19-007) to: [a] Reconfigure the residential Planning Areas 1 through 4, and 17 through 19; [b] Reconfigure the Great Park Planning Area 22 (east of the Cucamonga Creek Channel); [c] Revise internal circulation to improve access into the neighborhood commercial Planning Area 19; [d] Update and revise Residential Design Guidelines to introduce new housing types and architectural styles; [e] Update and revise Landscape Standards; and

WHEREAS, the new Tract Map and proposed Specific Plan Amendment necessitates a fourth amendment to the Development Agreement ("Fourth Amendment") to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020), and conform to the updated development standards established by the Parkside Specific Plan Amendment (PSPA19-007); and

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

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

WHEREAS, the environmental impacts of this project were analyzed in an addendum to the Parkside Specific Plan (File No. PSP03-002) Environmental Impact Report (SCH# 2004011008) certified by the City Council on September 5, 2006. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts. All previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

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

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

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on May 26, 2020, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC20-029 recommending the City Council approve the Application; and

WHEREAS, on June 16, 2020, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

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

(1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP03-002, a(n) addendum to the Parkside Specific Plan for which a Certified EIR was adopted by the City Council on September 5, 2006; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

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

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

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

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the approving authority for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy

Plan (General Plan) component of The Ontario Plan. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the number of dwelling units (1,977) and density (15.73 DU/AC) specified in the Available Land Inventory.

SECTION 4. *Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan (“ALUCP”), establishing the Airport Influence Area for Ontario International Airport (“ONT”), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

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

(a) The Fourth Amendment applies to approximately 250.89 acres of land generally located at the northwest corner of Eucalyptus Avenue and Archibald Avenue, within Planning Areas 1 through 26 of the Parkside Specific Plan; and

(b) The properties to the north, south, east, and west, are developed with agriculture and dairy uses and currently vacant. The property also encompasses approximately one-half mile portion of the Cucamonga Creek Channel from north to south; and

(c) The main points of the original Development Agreement continue to address Development Impact Fees (DIF), public service funding, Community Facilities District (CFD) for maintenance of public facilities, park/open space requirements, affordable housing fees, school facilities requirements, and remain in full force and effect. State law and Section 2.5 of the original Development Agreement provide that amendments may be made to the Agreement upon the mutual consent of both parties, using the same process and procedures as for the consideration and approval of the original Development Agreement; and

(d) The new Tract Map and proposed Specific Plan Amendment necessitates a fourth amendment to the Development Agreement (“Fourth Amendment”) to modify the commencement of certain specific infrastructure associated with the development of Tentative Tract Map 20316 (File No. PMTT19-020), and conform to the updated development standards established by the Parkside Specific Plan Amendment (File No. PSPA19-007).

- (e) Key points addressed in the Fourth Amendment are the following:
- i. Payment of the Public Service Funding Fee (PSFF) for residential and non-residential uses;
 - ii. Requirement to participate in a cost-sharing agreement with other developers for the construction of the Eucalyptus Avenue Bridge Improvements or, deposit funds with the City for the proportional share of the cost to construct the bridge;
 - iii. Complete the construction of the traffic signal at Eucalyptus Avenue and Parkhouse Privado (required with Phase 1), prior to the request for the first occupancy permit for Phase 1 Production Units, or prior to completion of the Eucalyptus Bridge Improvements, whichever occurs first;
 - iv. Construct the Cucamonga Creek Channel Trail Improvements and Neighborhood Edge Improvements in phases, in conjunction with the development of the respective Phase (Phases 1 through 4);
 - v. Design, construct, and complete significant portions of the Great Park and allow for the City to acquire such portions, subject to the terms of a DIF Credit and Reimbursement Agreement; and
 - vi. Extension of the term of the Development Agreement another five (5) years until September 19, 2026.

(f) This Amendment will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously reviewed in conjunction with addendum to the Parkside Specific Plan EIR (SCH#20040111008) that was adopted by the City Council on September 5 ,2006. This application introduces no new significant environmental impacts; and

(g) All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference.

SECTION 6. City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the herein described Application, attached hereto as “Attachment A,” and incorporated herein by this reference.

SECTION 7. Indemnification. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 10. Effective Date. This Ordinance shall become effective 30 days following its adoption.

SECTION 11. Publication and Posting. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of July 2020.



PAUL S. LEON, MAYOR

ATTEST:



SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'S. Huber', is written over a horizontal line.

COLE HUBER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. 3164 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 16, 2020, and adopted at the regular meeting held July 7, 2020 by the following roll call vote, to wit:

AYES:	MAYOR/COUNCIL MEMBERS:	LEON, DORST-PORADA, WAPNER, BOWMAN AND VALENCIA
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE



SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 3164 duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2020 and that Summaries of the Ordinance were published on June 23, 2020 and July 14, 2020 , in the Inland Valley Daily Bulletin newspaper.



SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDA05-002

Fourth Amendment to the Development Agreement

By and Between

**City of Ontario
a California municipal corporation**

and

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

(Document follows this page)

ATTACHMENT A

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

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

Space above this line for Recorder's Use

Exempt from Fees Per Gov. Code § 6103

File No. PDA05-002

FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

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

July 7, 2020

San Bernardino County, California

**FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ONTARIO AND
SC ONTARIO DEVELOPMENT COMPANY, LLC
(File No. PDA05-002)**

This Fourth Amendment (hereinafter "**Fourth Amendment**") is entered into as of the 7th day of July 2020 by and among the CITY OF ONTARIO, a California municipal corporation (hereinafter "**CITY**"), and SC ONTARIO DEVELOPMENT COMPANY LLC, a Delaware limited liability company (hereinafter "**OWNER**").

RECITALS

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

WHEREAS the CITY and OWNER now intend to amend the Original Development Agreement, as amended by the First, Second, and Third Amendments respectively (collectively the "**Existing Development Agreement**"), as set forth herein.

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

WHEREAS, the CITY and OWNER agree to modify the commencement of certain specific infrastructure improvements to reflect the new Tentative Tract Map 20316 (File No. PMTT19-020), and proposed development standards in Ontario Ranch as it relates to the Parkside Specific Plan Amendment (PSPA19-007); and

WHEREAS, the CITY and OWNER agree that execution of this Fourth Amendment shall constitute Certification of Agreement Compliance under Section 6.4 of the Existing Development Agreement; and

WHEREAS, the term of the Original Development Agreement was for a ten (10) year term, expiring on September 19, 2016. The term of the Original Development Agreement was extended an additional five (5) years by the execution of the Second Amendment, expiring September 19, 2021. CITY and OWNER now agree to extend the term of the Existing Development Agreement for an additional five (5) year period, expiring on September 19, 2026.

AGREEMENTS

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

1. DEFINITIONS AND EXHIBITS.

1.1. Existing Definitions. The following terms when used in this Fourth Amendment shall be defined as in the Existing Development Agreement: CITY; Construction Agreement; Construction Agreement Amendment; Deferred Infrastructure; Development; Development Approvals; Development Exaction; Development Impact Fee; Development Plan; General Plan; Land Use Regulations; Model Units; OWNER; Project; Property; Production Units; Specific Plan; Storm Water Capacity Availability Equivalents; Subsequent Development Approvals; Subsequent Land Use Regulations; and Water Availability Equivalent (WAE). Any capitalized terms not expressly defined in Section 1.2 below or otherwise expressly defined or modified in this Fourth Amendment shall have the meaning given to those terms in the Existing Development Agreement.

1.2. Additional and Modified Definitions. The following terms used in this Fourth Amendment shall be defined as follows:

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

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

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

“Existing Land Use Regulations” is revised to mean all Land Use Regulations in effect on the Effective Date and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit “D-R”.

“Improvement”, “Improvements”, or “Infrastructure” is revised to mean those public improvements and public infrastructure required to support the development of the Project as described in the Tract Map conditions for the “B” Tract Map No. 20316 and any and all future “A” and “B” Tract Maps for the Property. Improvement, Improvements, or Infrastructure shall also mean those public improvements required to support the Phase 1 Units, Phase 2 Units, Phase 3 Units and Phase 4 Units as further described in the respective Exhibit “F” for each respective Phase (the **“Infrastructure Improvements Exhibits”**).

“Phase” means the four (4) development phases of the Project as shown on Exhibit “F”.

“Phase 1 Improvements” means the Improvements (as defined in Section 1.2, below) that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for any Production Unit and as shown in “Exhibit F - Phase 1.”

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

“Phase 2 Improvements” means the Improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for any Production Unit in the Phase 2 area and as shown in “Exhibit F – Phase 2”.

“Phase 2 Units” means the next two hundred ten (210) units for which the CITY issues building permits to OWNER after the issuance of building permits for the Phase 1 Units.

“Phase 3 Improvements” means the Improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for any Production Unit in the Phase 3 area and as shown in “Exhibit F - Phase 3”.

“Phase 3 Units” means the next six hundred thirteen (613) units for which the CITY issues building permits to OWNER after the issuance of building permits for the Phase 2 Units.

“Phase 4 Improvements” means the Improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for any Production Unit in the Phase 4 area and as shown in “Exhibit F- Phase 4”.

“Phase 4 Units” means the next six hundred fourteen (614) units for which the CITY issues building permits to OWNER after the issuance of the building permits for the Phase 3 Units.

1.3. Exhibits. The following documents are attached to, and by this reference made a part of, this Fourth Amendment and revise and replace Exhibits A, B, C-R, D-R, E-R, F, F-Phase 1, F-Phase 2, F-Phase 3 and F-Phase 4 in the Existing Development Agreement:

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

Exhibit “B-R” – Revised Parkside Specific Plan

Exhibit “C-R” – Revised Existing Development Approvals.

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

Exhibit “E-R” — Revised Conceptual Phasing Plan

Exhibit “F” — Infrastructure Improvements for all Phases

Exhibit “F-Phase 1” - Phase 1 Improvements

Exhibit “F-Phase 2” - Phase 2 Improvements

Exhibit “F-Phase 3” - Phase 3 Improvements

Exhibit “F-Phase 4” – Phase 4 Improvements

2. MODIFICATIONS TO DEVELOPMENT AGREEMENT TO CONFORM TO CONSTRUCTION AGREEMENT AMENDMENT.

A. The provisions of Section 2.3 of the Second Amendment shall be removed and replaced with the following:

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

- Single Family Detached Dwelling Unit from \$1,387.00 to \$1,687.00
- Multiple Family Dwelling Unit from \$1,202.00 to \$1,462.00

- Gated Apartment Community Dwelling Unit from \$1,008.00 to \$1,226.00.
- The amount for Non-Residential building shall be modified to \$0.32 per square foot.

These modified amounts shall be subject to an automatic increase, not to exceed four (4%) percent per year, beginning on January 1, 2021.

B. Section 2.4 of the Second Amendment shall be removed and replaced with the following:

2.4 Retention of Public Services Funding Fee Amounts and Payment Terms. CITY and OWNER acknowledge and agree that the modifications to the amount and payment terms included in Section 3.7.4 of the Construction Agreement Amendment shall not apply to OWNER's Public Services Funding Fee Amounts and payment terms as OWNER entered into the Original Development Agreement with the City prior to the effective date of the Construction Agreement Amendment. Additionally, CITY agrees that OWNER is in compliance with the requirements for payment of the first installment of the Public Services Funding Fees as specified in Section 4.6 in the Original Development Agreement. Furthermore, OWNER acknowledges and agrees to pay the CITY the Second and Third Installments as specified in Section 4.6 in the Original Development Agreement.

If OWNER receives approval for any non-residential uses for the Project, OWNER shall pay the Public Services Funding Fee in a Single Installment for non-residential uses, and such Single Installment shall be due and payable on a building-by-building basis prior to the issuance of a building permit for each non-residential building. The amount of the Single-Installment for non-residential uses shall be the fee in effect at the time of payment and such fee shall automatically increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1st of each year, beginning on January 1, 2021. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased.

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

A. The following provisions shall be added to Section 3.7 of the Development Agreement:

3.7.3 Eucalyptus Avenue Bridge Improvements. To the extent the Eucalyptus Avenue Bridge Improvements have not been commenced by other

developers, OWNER shall be responsible to commence construction of the Eucalyptus Avenue Bridge Improvements prior to the first building for Phase 1 Production Units, and complete construction prior to requesting the last building permit for Phase 1 Production Units. If OWNER has not commenced construction of the Eucalyptus Avenue Bridge Improvements prior to requesting the first building permit for Phase 1 Production Units, OWNER shall provide proof to the satisfaction of the CITY that OWNER has exercised one (1) of the following two (2) options:

3.7.3.1 Enter into a cost sharing agreement with other developer(s) for the construction and completion of the Eucalyptus Avenue Bridge Improvements and OWNER has fully funded OWNER'S obligations under the cost sharing agreement; or

3.7.3.2 OWNER shall deposit their proportional share at thirty-three percent (33%) of the cost to construct and complete the Eucalyptus Avenue Bridge Improvements into an Escrow Account with the City.

3.7.4 Traffic Signal at Eucalyptus Avenue and Parkhouse Privado. OWNER shall design, construct and complete the Traffic Signal at Eucalyptus Avenue and Parkhouse Privado, prior to and as a condition precedent to OWNER'S request for the first occupancy permit for Phase 1 Production Units or prior to completion of the Eucalyptus Bridge Improvements, whichever occurs first.

3.7.5 Cucamonga Creek Channel Trail Improvements. CITY and OWNER mutually agree that the development of the Cucamonga Creek Channel Trail Improvements (the "**Trail Improvements**") shall be constructed and completed in phases in conjunction with the development of the respective Phase (Phases 1 through 4) adjacent to the Trail Improvements.

3.7.5.1 Phase 1 Trail Improvements. OWNER shall design and commence construction of the Trail Improvements adjacent to Phase 1 prior to and as a condition precedent to, the request of the 305th building permit for Phase 1 Production Units or, upon completion of the Eucalyptus Avenue Bridge Improvements, whichever occurs first. OWNER shall complete construction of the Trail Improvements adjacent to Phase 1, prior to the request of the last building permit for Phase 1 Production Units.

3.7.5.2 Phase 2 Trail Improvements. OWNER shall design and commence construction of the Trail Improvements adjacent to Phase 2 prior to and as a condition precedent to, the request of the first building permit for Phase 2 Production Units. OWNER shall complete construction of the Trail Improvements adjacent to Phase 2, prior to the request of the last building permit for Phase 2 Production Units.

3.7.5.3 Phase 3 Trail Improvements. OWNER shall design and commence construction of the Trail Improvements adjacent to Phase 3 prior to and as a condition precedent to, the request of the first building permit for Phase 3 Production Units. OWNER shall complete construction of the Trail Improvements adjacent to Phase 3, prior to the request of the last building permit for Phase 3 Production Units.

3.7.5.4 Phase 4 Trail Improvements. OWNER shall design and commence construction of the Trail Improvements adjacent to Phase 4 prior to and as a condition precedent to, the request of the first building permit for Phase 4 Production Units. OWNER shall complete construction of the Trail Improvements adjacent to Phase 4, prior to the request of the last building permit for Phase 4 Production Units.

- 3.7.6 OWNER shall provide periodic written progress reports to the City commencing thirty (30) days after the OWNER initiates construction of the Trail Improvements, and each sixty (60) days thereafter regarding the progress of construction of the Trail Improvements.
- 3.7.7 If OWNER is unable to complete the construction of the Trail Improvements adjacent to the respective Phase prior to requesting the last building permit for Production Units within the respective Phase of the Project, due to either the design, construction and completion of the Great Park or, the construction and completion of the Eucalyptus Avenue and Ontario Ranch Road (Edison) Bridges, the City Manager or designee shall have the administrative authority to establish alternative and/or additional requirements of the OWNER for the release of any remaining building permits for Production Units for the respective Phase within the Project, at his/her reasonable discretion.
- 3.7.8 Neighborhood Edge Improvements along Archibald Avenue, Eucalyptus Avenue, Ontario Ranch Road, and Hellman Avenue. OWNER shall design, construct, and complete all neighborhood edge improvements in conjunction with the development of the respective Phase (Phases 1 through 4), prior to requesting the first building permit for Production Units for the respective Phase. If OWNER has not completed the neighborhood edge improvements with the development of the respective Phase prior to the request for the first building permit for Production Units within that Phase, the City Manager or designee shall have the authority to reasonably consider and approve the release of Production Permits respective to each Phase before the completion of all of the neighborhood edge improvements within such Phase at his/her discretion.

4. CONSTRUCTION AND ACQUISITION OF GREAT PARK.

A. Section 4.2.4 of the Development Agreement shall be removed and replaced with the following:

4.2.4 OWNER agrees that the Great Park areas as identified in the Parkside Specific Plan are to be constructed and transferred to the CITY by OWNER in four (4) Phases and shall be developed in accordance with the City's park standards and open to the public. CITY and OWNER shall meet periodically and/or as needed from the Effective Date of this Amendment, to jointly develop a plan for the timing and phasing of the development, funding, completion and acquisition of each Phase of design and construction of the Great Park area. Subject to the successful development of the aforementioned plan and OWNER's and CITY's approval and execution of a separate DIF Credit and Reimbursement Agreement, the design and construction of the Great Park areas shall entitle OWNER to a credit towards its obligations under the Quimby Act (Gov. Code § 64477) and the CITY's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the CITY acquire such developed and public available parks as Non-Program Interests as set forth in Section 3.6.2 of the Construction Agreement Amendment. CITY acknowledges that the development of the Great Park areas by OWNER exceeds OWNER's requirements for the development of parkland and open space and that OWNER's requirements for the development of parkland and open space and that OWNER may be entitled to further consideration for the development and dedication of the Great Park area in form of reimbursements to OWNER from Quimby Act Fees collected by CITY and paid by other development within the Ontario Ranch area of the New Model Colony. The specific terms of the issuance of DIF Credit and DIF Reimbursement to OWNER will be included in the separate DIF Credit and Reimbursement Agreement between CITY and OWNER as provided for in Section 4.2.6.

5. OTHER MODIFICATIONS. Section 4.2. of the Second Amendment shall be removed and replaced with the following:

4.2 Extension of Term of the Development Agreement. CITY and OWNER acknowledge that the Term of the Development Agreement will expire on September 19, 2021. CITY and OWNER also agree that the OWNER will not meet all requirements for the extension of the term of the Development Agreement as it is not anticipated that OWNER will obtain fifty percent (50%) of the building permits for Project prior to the end of the ten (10) year term of the Development Agreement. Notwithstanding this requirements, CITY and OWNER agrees that OWNER has met the remaining requirements for the extension of the term of the Development Agreement

and that OWNER is not in default of the Development Agreement. CITY and OWNER agree that the term of the Development Agreement shall be extended for an additional five (5) year period to September 19, 2026 for a total term of twenty (20) years following the Effective Date of the Development Agreement.

6. INTEGRATION.

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

[Signature Immediately on Following Page]

**SIGNATURE PAGE
TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ONTARIO AND SC ONTARIO DEVELOPMENT COMPANY, LLC.
(File No. PDA05-002)**

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

"OWNER"

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

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

By: _____
Name: _____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO
a California municipal corporation

By: _____
Scott Ochoa, City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:
COLE HUBER, LLP

City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A-R"

LEGAL DESCRIPTION

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

PARCEL 1 (SUNKIST)

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

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

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

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

ALSO EXCEPT ALL COUNTY ROADS AND HIGHWAYS.

ALSO EXCEPTING THE FOLLOWING:

EXHIBIT "A"

GRANT DEED FOR LLA18-010

SC ONTARIO DEVELOPMENT TO ONTARIO LAND VENTURES

SHEET 1 OF 1

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

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

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

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

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

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

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

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

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

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

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

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

PREPARED BY:



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

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



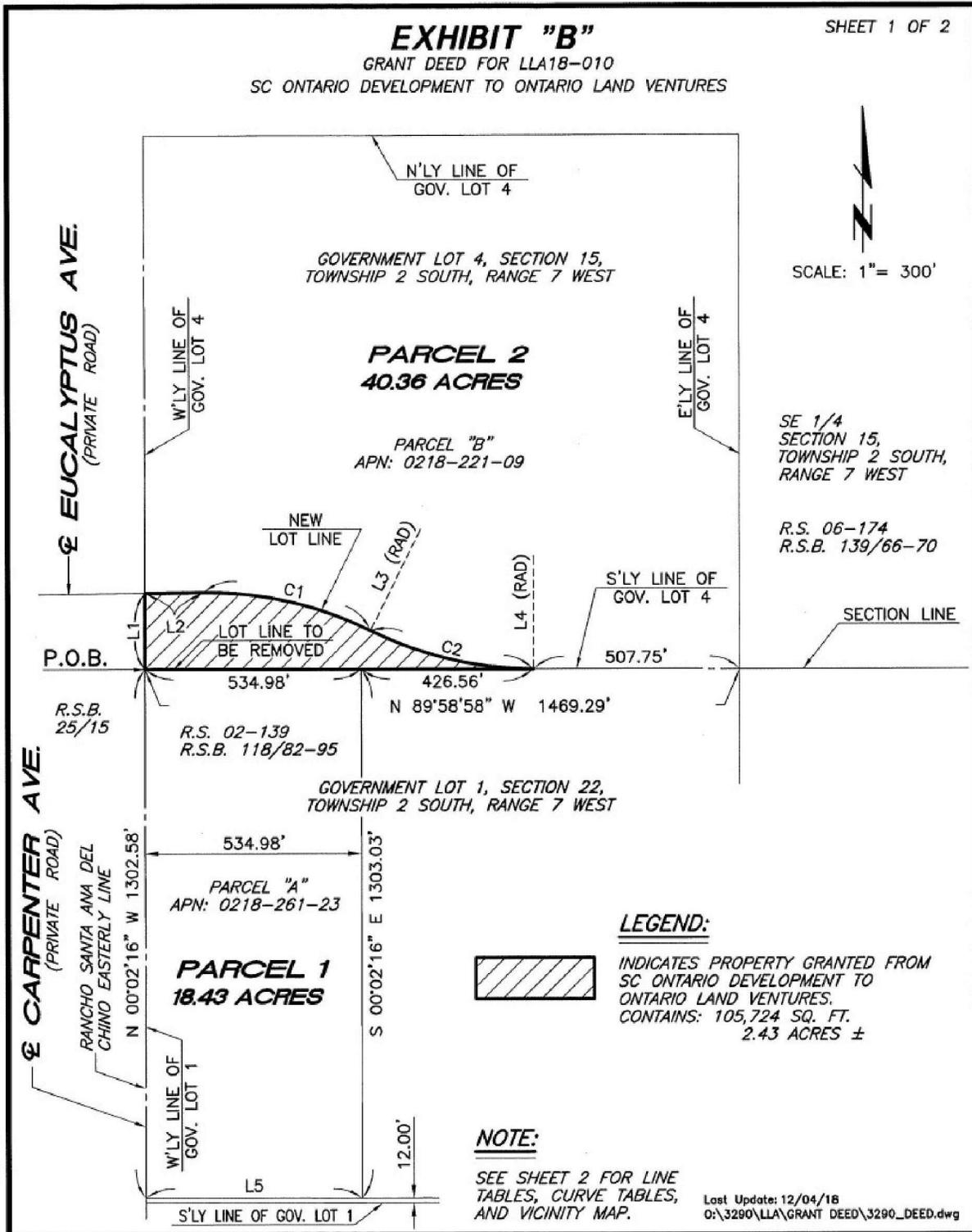


EXHIBIT "B-R"
PARKSIDE SPECIFIC PLAN

Parkside



Exhibit 1-3: Land Use Plan

Legend	
	Medium Density Residential (11.1 - 25 du/ac)
	Neighborhood Commercial (0.4 FAR)
	Public Facility
	Open Space - Parkland
	Open Space - Private/Village Edges
	Roads - Master Planned
	Roads - Local
	Cucamonga Creek Channel

EXHIBIT "C-R"

EXISTING DEVELOPMENT APPROVALS

On July 25, 2006, the Planning Commission:

- a) Issued Resolution No. PC06-060 Recommending City Council Adopt and certify the Parkside Specific Plan Environmental Impact Report.
- b) Issued Resolution No. PC06-061 Recommending City Council approval of the General Plan Amendment (File No. PGPA04-003).
- c) Issued Resolution No. PC06-062 Recommending City Council approval of the Parkside Specific Plan (File No. PSP03-002).
- d) Issued Resolution No. PC06-063 approving Tentative Tract Map 18048 (File No. PMTT06-039).

On August 15, 2006, the City Council:

- a) Adopted and certified the Parkside Specific Plan Environmental Impact Report and issued Resolution No. 2006-068.
- b) Approved General Plan Amendment (File No. PGPA04-003) and issued Resolution No. 2006-068A.
- c) Adopted Ordinance No. 2838 approving the Parkside Specific Plan (File No. PSP03-002).

On September 19, 2006, the City Council:

- a) Adopted Ordinance No. 2841, approving the original Development Agreement between the City of Ontario and SC Ontario Development Company, LLC, to provide the funding for additional City services required to support the Parkside Specific Plan (File No. PSP03-002) residential development of up to 1,947 residential units and infrastructure improvements required to support the related Tract Map 18048 (File No. PMTT06-039).

On July 7, 2009, the City Council:

- a) Adopted Ordinance No. 2909, approving the First Amendment to the Development Agreement (File No. PDA09-002) between the City of Ontario and SC Ontario Development Company, LLC, to allow Tract Map 18048 to be recorded for the purposes of financing.

EXHIBIT “C-R” Continued

EXISTING DEVELOPMENT APPROVALS

On December 15, 2014, the Planning Commission:

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

On February 3, 2015, the City Council:

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

On April 23, 2019, the Planning Commission:

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

On June 18, 2019, the City Council:

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

EXHIBIT “D-R”

EXISTING LAND USE REGULATIONS

The Documents are listed for reference only:

1. Parkside Specific Plan Environmental Impact Report, Resolution No. 2006-068.
2. General Plan Amendment (File No. PGPA04-003), Resolution No. 2006-068A.
3. Parkside Specific Plan (File No. PSP03-002), Ordinance No. 2838.
4. City of Ontario Municipal Code:
 - a. Six – Sanitation & Health
 - b. Seven – Public Works
 - c. Eight – Building Regulations
 - d. Nine – Development Code
 - e. Ten – Parks and Recreation

EXHIBIT "E-R"

CONCEPTUAL PHASING PLAN

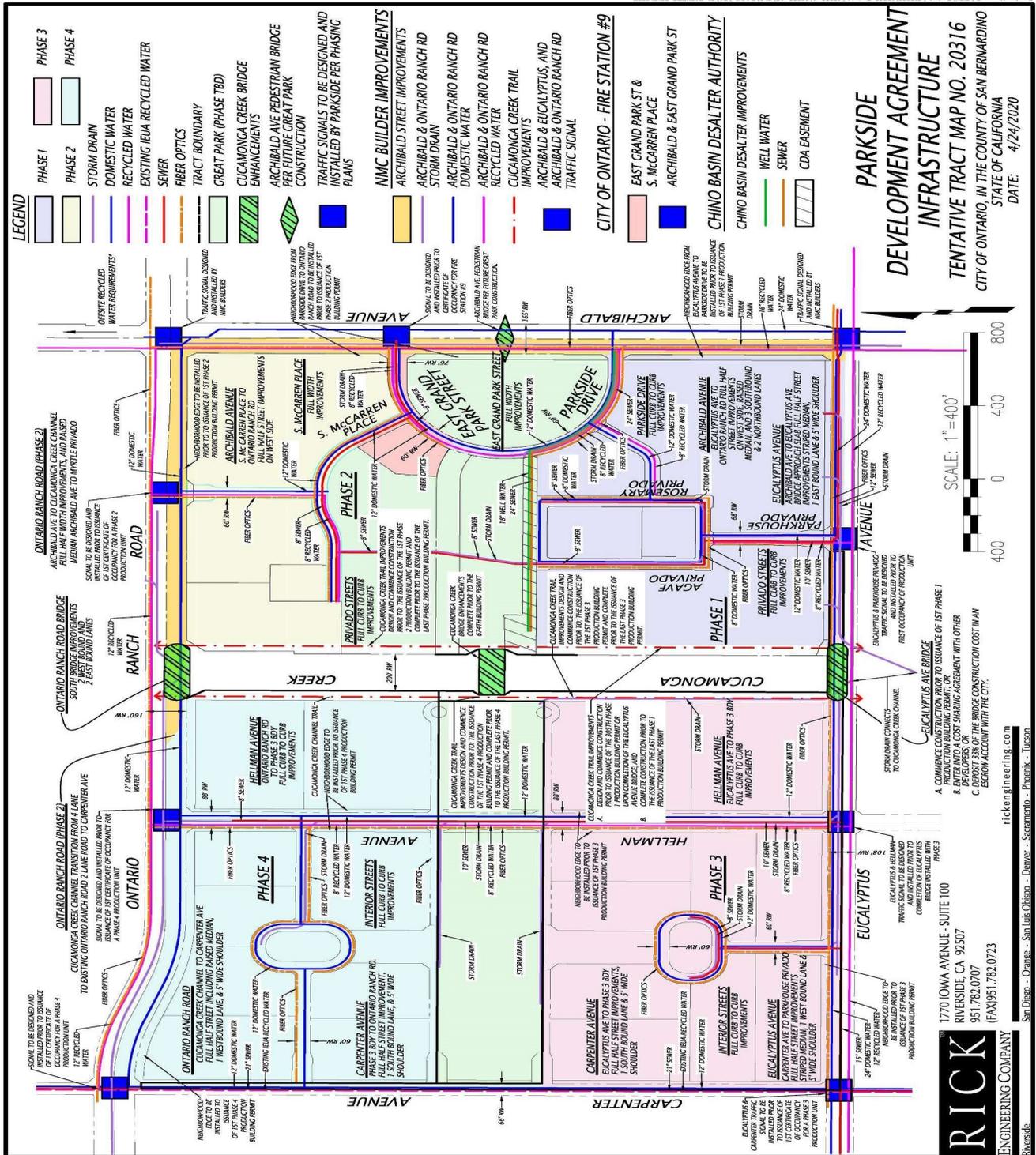
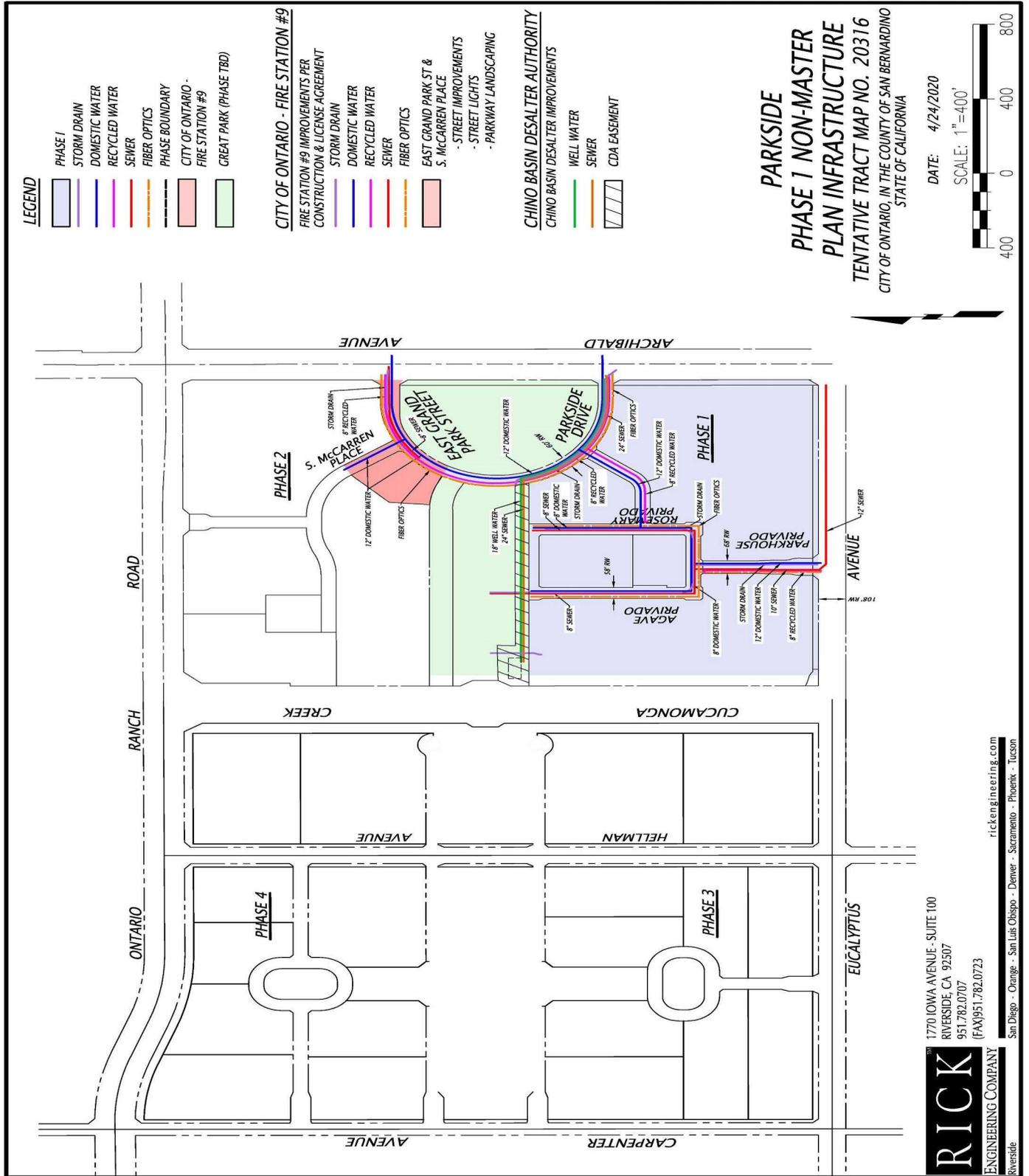


EXHIBIT "F"

INFRASTRUCTURE IMPROVEMENTS EXHIBIT FOR ALL PHASES

[SEE ATTACHED]



LEGEND

- PHASE 1
- STORM DRAIN
- DOMESTIC WATER
- RECYCLED WATER
- SEWER
- FIBER OPTICS
- PHASE BOUNDARY
- CITY OF ONTARIO -
- FIRE STATION #9
- GREAT PARK (PHASE TBD)

CITY OF ONTARIO - FIRE STATION #9

- FIRE STATION #9 IMPROVEMENTS PER CONSTRUCTION & LICENSE AGREEMENT
- STORM DRAIN
- DOMESTIC WATER
- RECYCLED WATER
- SEWER
- FIBER OPTICS
- EAST GRAND PARK ST & S. MCCARRREN PLACE
- STREET IMPROVEMENTS
- STREET LIGHTS
- PARKWAY LANDSCAPING

CHINO BASIN DESALTER AUTHORITY

- CHINO BASIN DESALTER IMPROVEMENTS
- WELL WATER
- SEWER
- CDA EASEMENT

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

DATE: 4/24/2020

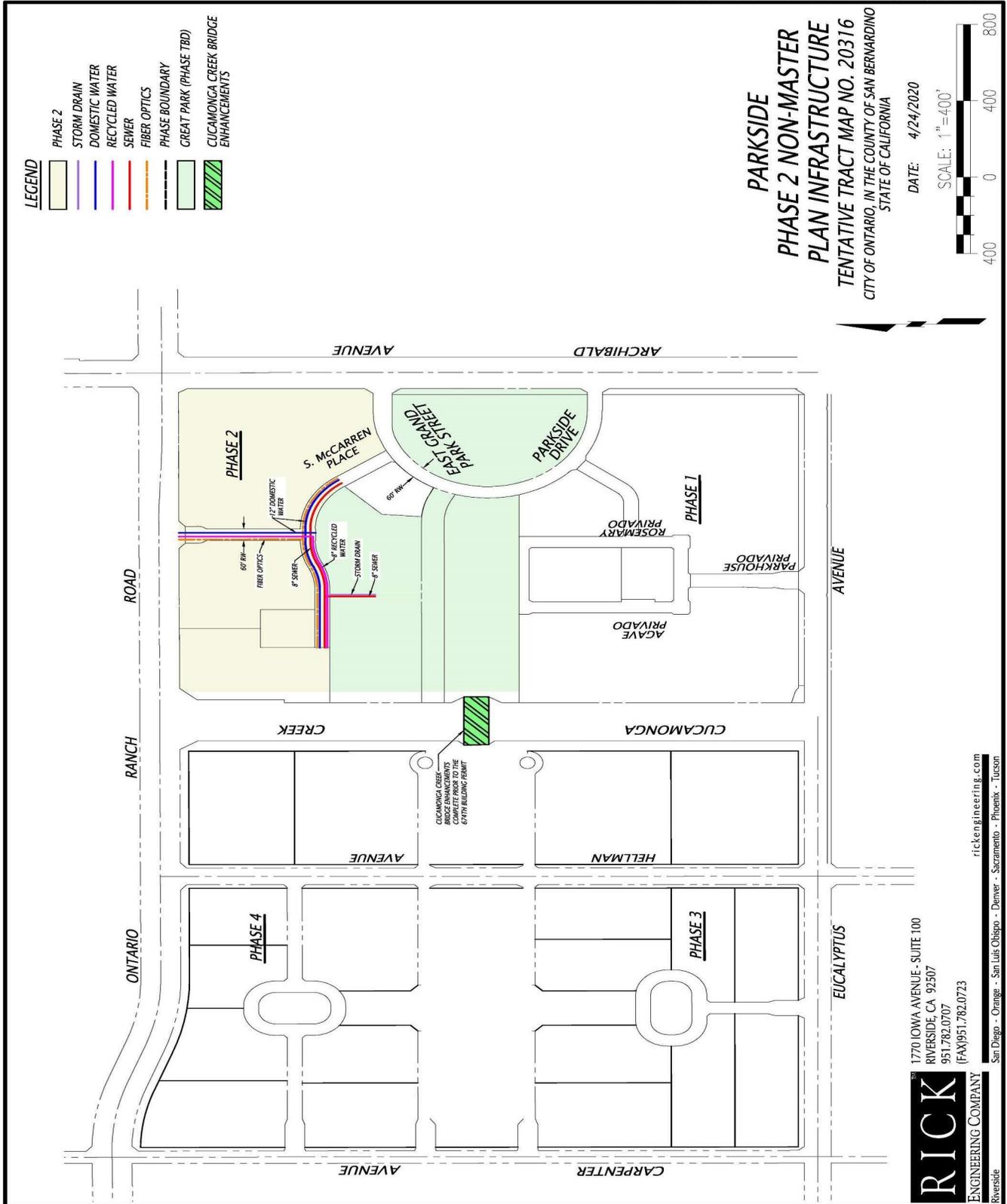
SCALE: 1"=400'



1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723

RICK
ENGINEERING COMPANY
Riverside

San Diego - Orange - San Luis Obispo - Denver - Sacramento - Phoenix - Tucson
rickengineering.com

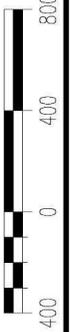


**PARKSIDE
PHASE 2 NON-MASTER
PLAN INFRASTRUCTURE
TENTATIVE TRACT MAP NO. 20316**

CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 4/24/2020

SCALE: 1"=400'



1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX) 951.782.0723



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Exhibit "F-Phase 4" - Phase 4 Improvements

