



STAFF REPORT

DATE: NOVEMBER 15, 2011
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER
PREPARED BY: AMER JAKHER, PUBLIC WORKS/UTILITY SERVICES DIRECTOR
SUBJECT: APPROVAL OF THE FINAL MAP AND ACCEPTANCE OF SUBDIVISION IMPROVEMENTS FOR TRACT MAP 18250, AGUA MANSA COMMERCE CENTER

RECOMMENDED ACTION

It is recommended that the City Council approve Tract Map 18250, accepting the public improvements and certifying completion of the required private subdivision improvements from Prologis.

GOAL STATEMENT

The proposed action will support the City's goal to improve the City's infrastructure.

BACKGROUND

Tract Map 18250 is located southeasterly of Agua Mansa Road, bounded at its terminus by Agua Mansa Road and Riverside Avenue. As recorded by the County of San Bernardino the project is a portion of Lots 39, 42, 44, 50, and 51 of the Bandini Donation, per book 3 page 24; and Parcel 1 of Parcel Map No. 18250, per book 205 pages 5 to 7. The tract encompasses approximately 94.18 acres. The development consists of 13 industrial-sized lots and will be constructed by the Prologis Development.

The City has required the developer to enter into a subdivision agreement to assure completion of the conditioned street improvements. The Developer submitted the grading, restoration, faithful performance, labor and material bonds prior to the recordation of Tract Map 18250, which was approved by the City Council on September 5, 2006. The amounts required to secure the completion of the identified public improvements correspondent to the development of Tract 18250 are as follows:

- Faithful Performance - \$ 800,720
- Labor & Materials - \$ 400,360

ISSUES/ANALYSIS

The owner, Prologis, has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. Public improvements for this project include installation of a full width street, curb, gutter, traffic signal, sidewalk, driveway aprons, street lights, landscaping and utility service laterals located within the public rights-of-way.

The public subdivision improvements have been completed to the satisfaction of the City. A security in the amount of \$80,072, or ten percent (10%) of the estimated construction cost, has been collected to guarantee that the subdivider will remedy any defects in the improvements arising from faulty workmanship or materials or defective construction of said improvements occurring within 12 months after subdivision acceptance, in accordance with Sections 66499.7 and 66499.9 of the Government Code of the State of California. The 12-month warranty period shall begin on the date of Council approval accepting the public improvements and certifying completion of the private improvements.

FISCAL IMPACTS

The costs of periodic routine maintenance, as well as repairs that will be needed as the improvements deteriorate with age and usage, will be incorporated into the annual maintenance budget of the Public Works and Utility Services Department as these costs are identified.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

Exhibit "A" - Improvement Bonds
Exhibit "B" - Subdivision Agreement
Exhibit "C" - Tract Map 18250

EXHIBIT "A" – IMPROVEMENT BONDS

BOND NO. 6493632
INITIAL PREMIUM: \$6,126.00
SUBJECT TO RENEWAL

CITY OF COLTON

PARCEL/TRACT MAP NO. 18250 IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Colton, California ("City") and Headlands Realty Corporation ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights; and all other required facilities for Parcel/Tract Map No. 18250 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated June 30, 2008 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Safeco Insurance Company of America ("Surety"), a corporation organized and existing under the laws of the State of WA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ dollars (\$ 816,737), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally; firmly by these presents. *Eight hundred sixteen thousand seven hundred thirty-seven dollars

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

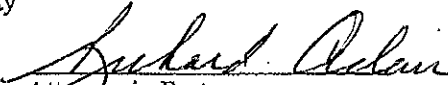
As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Glendale, CA, this 3rd day of November, 2008.

Headlands Realty Corporation
Principal
By: _____
President
(print name)

Safeco Insurance Company of America
Surety
By: 
Attorney-in-Fact
Richard Adair
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

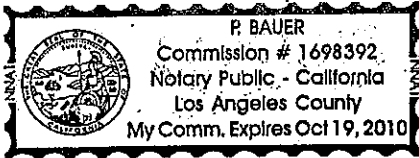
On 11-3-08 before me, P. Bauer, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Richard Adair

Name(s) of Signer(s)



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.

Signature: P. Bauer

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

BOND NO. 6493632
INITIAL PREMIUM: Included in Perf. Bond
SUBJECT TO RENEWAL

CITY OF COLTON
PARCEL/TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Colton, California ("City") and Headlands Realty Corporation ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 18250 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated June 30, 2008 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Safeco Insurance Company of America ("Surety"), a corporation organized and existing under the laws of the State of WA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done; and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ DOLLARS,

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*Four hundred eight thousand three hundred sixty-nine dollars

(\$ 408,369), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Glendale, CA, this 3rd day of November, 2008.

Headlands Realty Corporation

Principal

By:

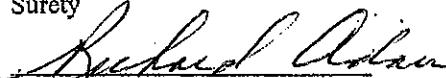
President

(print name)

Safeco Insurance Company of America

Surety

By:



Attorney-in-Fact

Richard Adair

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 11-3-08

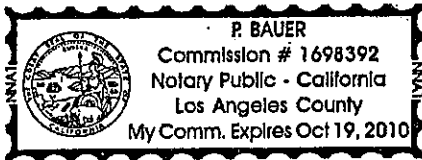
Date

before me, P. Bauer, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard Adair

Name(s) of Signer(s)



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/hers/their authorized capacity(ies), and that by his/hers/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.

Place Notary Seal Above

Signature

P. Bauer

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9763

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****RICHARD ADAJR; P. BAUER; Glendale, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 27th day of August, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3rd day of November, 2008



CHRISTINE MEAD, SECRETARY



July 21, 2011

Reggie Torres, Associate Engineer
Public Works Department – Engineering
City of Colton
160 S. 10th Street
Colton, CA 92324

RE: Release of Bonds for Agua Mansa Commerce Center (Tract Map No. 18250)

Mr. Torres,

Pursuant to your meeting with Hogle-Ireland, Inc. on July 21, 2011, we have prepared this letter to formally request the full release of the following bonds:

1) Grading Bond #6493609

90% of the Bond was released on June 4, 2009. We request the release of the remaining 10%, as all work associated with this Bond has been completed.

2) Restoration Bond #6493610

We request 100% released of this Bond, as all work associated with this Bond has been completed.

3) Infrastructure Bond #6493627

70% of the Bond was released on November 19, 2009. We request the release of the remaining 30%, as all work associated with this Bond has been completed.

We understand that the release of the Bonds is subject to City Council approval; as such, we request that the City schedule our request at the earliest opportunity. Per your conversations with Hogle-Ireland, we understand that the release of the Bonds will be scheduled for Council action in September 2011, if not before.

If there is any information that you need to process our request, please do not hesitate to contact Bulmaro Canseco, Hogle-Ireland, at (951) 787-9222 or via e-mail at bcanseco@hogleireland.com.

Thank you,

A handwritten signature in black ink, appearing to read "Kyle Anderson".

Kyle Anderson, Risk Associate
ProLogis

EXHIBIT "B" – SUBDIVISION AGREEMENT

AGREEMENT FOR THE EARLY COMMENCEMENT OF GRADING IN TRACT NO. 18250

1. PARTIES AND DATE.

This Agreement is entered into as of this 5th day of August 2008 by and between the City of Colton, a California municipal corporation (hereinafter referred to as "City") and Headlands Realty Corporation, with its principal office located at 17777 Center Court Drive N., Suite 100, Cerritos Ca. 90703 (hereinafter referred to as "Developer").

2. RECITALS.

2.1 Developer has legal title to the property described in Exhibit "A" attached hereto and incorporated herein by reference (sometimes referred to herein as the "Tract Property"). Developer will be submitting for City approval a final map for Tract No. 18250 which will establish the lots to be developed with single family residences approved as part of the Tract Property (sometimes referred to herein as "Tract No. 18250").

2.2 City has approved Tract No. 18250 and has further agreed to issue to Developer a grading permit prior to final map approval of Tract No. 18250. Developer understands and agrees that the City does not typically approve grading permits prior to the approval of a final map.

2.3 Developer and City desire to enter into this Agreement for the completion of the grading work and the furnishing of security for the performance of this Agreement in accordance with the City grading ordinances, policies and procedures and the conditions to the approval of Tract No. 18250.

3. TERMS.

3.1 Grading Requirements: Developer shall construct or have constructed at its own cost and expense all grading shown on the approved grading plan submitted to and approved by City (hereinafter referred to as the "Grading Requirements"). A copy of the approved preliminary grading plan showing the Grading Requirements is attached hereto as Exhibit "C" to this Agreement. Developer further promises and agrees to furnish all equipment, tools, materials, labor and engineering services necessary to fully and adequately complete the Grading Requirements, and to pay all applicable fees and expenses associated with their construction, including but not limited to, any of the City's actual costs of design review, engineering and inspection services rendered. Developer and its contractors, if any, shall perform all work required to construct the Grading Requirements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill

and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

3.2 Alterations to Grading Requirements; Notice to Surety. Since the City does not typically approve grading permits prior to the approval of a final map, Developer understands and acknowledges that the Grading Requirements approved as part of the preliminary grading plan shown on the attached Exhibit "C" are only a preliminary designation of the work to be done, and not a binding description thereof. The Developer acknowledges and agrees that the City or other governmental agencies may impose requirements upon the Tract Property, whether in the entitlement process or the design review process, which do not conform to the approved Exhibit "C." The Developer shall assume all risks for such conflicts and shall agree to make the necessary revisions to the design and/or construction of any grading work which may be impacted by such requirements. Changes may occur during many subsequent approval processes or for many subsequent reasons, including but not limited to, the following: (1) debris basin, detention basin and backbone storm drain design approval; (2) domestic water reservoir and access design approval; (3) lot layouts which must be approved as part of the entitlement processes; (4) final map approvals (for Tract No. 18250 or others); (5) approvals relating to the use of water; and (6) off-site improvements. If the City determines that the public interest requires alterations in the Grading Requirements, Developer shall undertake such design and construction changes. Any and all alterations in the plans and specifications and the Grading Requirements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.3 Quality of Work. The Grading Requirements shall be constructed and installed pursuant to City review and approval. The construction plans and specifications for the Grading Requirements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations and other requirements. In addition, the Grading Requirements shall be completed in accordance with all maps, plans and specifications on file with City, as well as all applicable federal, state and local laws, ordinances, regulations and other requirements. It is understood and agreed that all work and improvements done pursuant to this Agreement shall conform to the standards applicable at the time work is actually commenced.

3.4 Demand to Perform. Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default or complete the Grading Requirements. If the required work is not substantially commenced within ten (10) business days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Requirements at the time of City's demand for performance. In the event City elects to complete or arrange for

completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

3.5 Violations; Cease and Desists. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder. If in Developer's opinion it has not violated any of the above enumerated laws or conditions, Developer shall provide notice to the City within three (3) business days of its receipt of the City's cease and desist order. The Developer shall indicate in its notice the specific facts on which it bases its compliance. Within three (3) business days of the City's receipt of such notice, the Parties shall meet in a good faith effort to resolve the alleged violation(s). If, after reasonable and good faith negotiations, the Parties are unable to mutually agree as to a resolution, the City may exercise its rights in applying for a court order for Developer to cease and desist and to comply with the applicable provision(s) violated. In no event shall the Parties be required to extend their good faith negotiations beyond three (3) business days without further written agreement.

3.6 Indemnification. Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, negligent or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's maintenance or construction of the Grading Requirements, or its performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct.

3.7 Administrative Costs. If Developer fails to comply with any obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

3.8 Surety Bonds. Upon the execution of this Agreement, Developer shall provide City with the following surety bonds: (1) a faithful performance bond in the amount of \$1,500,000.00, which sum shall be not less than one hundred percent (100%) of the costs to construct the Grading Requirements, to guarantee the faithful performance of the Grading Requirements and all of the provisions of this Agreement, including the warranties provided for herein; (2) a payment (labor and materials bond) in the amount of \$750,000.00, which sum shall not be less than fifty percent (50%) of the costs to construct the Grading Requirements, to secure payment to the contractors, subcontractors, laborers, materialmen and persons furnishing equipment for the performance of the Grading Requirements and all of the provisions of this Agreement, including the warranties provided for herein; and (3) a restoration bond in the amount of \$200,000.00, which sum shall not be less than one hundred percent (100%) of the costs to restore the area that is graded to its natural vegetated state. The surety shall have a

current A.M. Best' s rating of no less than A:VIII and shall be licensed to do business in California. The amount of the bonds required hereunder is based upon an approximation of the actual cost of the Grading Requirements and restoration; the actual amount of Developer's obligation under this Agreement shall be the actual cost of the Grading Requirements when they are constructed and accepted by the City. Upon request of the City, the amount of the bonds shall be subject to adjustment if, in the exercise of its reasonable judgment, the City believes the Developer's estimated cost of the Grading Requirements has materially changed. As part of the obligation secured by the surety and in addition to the face amount of the bonds, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement, the Grading Requirements, or the plans and specifications for the Grading Requirements shall in any way affect its obligation on the bonds. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement, the Grading Requirements, or the plans and specifications for the Grading Requirements.

3.9 Insurance Requirements. Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts described below and in a form and from insurers satisfactory to the City. Any requirements placed on the City in this section shall be performed with reasonable promptness.

3.9.1 Coverage. Coverage shall be at least as broad as the latest version of the following:

(a) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(b) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

3.9.2 Limits. Limits of Insurance shall be:

(a) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of \$1,000,000. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage.

3.9.3 Acceptability of Insurers. All insurers shall have a current A.M. Best's rating of no less than A:VIII and shall be licensed to do business in California.

3.9.4 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officers, employees, agents and volunteers; or (2) Developer and its contractors shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.9.5 Separation of Insureds; No Special Limitations. All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officers, employees, agents and volunteers.

3.9.6 Endorsements. Developer and its contractors shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(a) *General Liability*: (1) the City, its directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of Developer or its contractors, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Developer's and its contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officers, employees, agents and volunteers shall be excess of Developer's and its contractor's insurance and shall not be called upon to contribute with it.

(b) *Automobile Liability*: (1) the City, its directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Developer and its contractors or for which Developer or its contractors are responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Developer's and its contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officers, employees, agents and volunteers shall be excess of Developer's and its contractor's insurance and shall not be called upon to contribute with it.

(c) *All Coverages*: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3.9.7 Verification. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided or approved by the City. All certificates and endorsements must be received and approved by

the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.10 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures or their removal.

3.11 Attorney's Fees. Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

3.12 Headings. Section headings contained in this Agreement are for convenience only and shall not have an affect in the construction or interpretation of any provision.

3.13 Notices. All notices to be given hereunder shall be in writing and may be made by personal delivery, overnight mail or registered or certified mail, postage prepaid and return receipt requested. Alternatively, the Parties may provide notice by facsimile transmission provided they follow such transmission with a hard copy provided by means otherwise authorized herein. Mailed and facsimile notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Receipt will be deemed made as follows: notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing; facsimile transmissions will be deemed received as of the time indicated by the facsimile confirmation, so long as the transmission is followed with a hard copy as indicated above. The Parties shall provide a facsimile transmission number to be utilized for purposes of this Section.

CITY:

City of Colton
Public Works Department
650 N. La Cadena Drive
Colton, California 92324
Attn: City Engineer

DEVELOPER:

AMB PROPERTY CORPORATION
PIER L. RAY L.
SAN FRANCISCO, CA.
ATTN: JOHN METER

3.14 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.15 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

3.16 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.17 Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach hereunder, shall not relieve the Developer of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or setoff, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Grading Requirements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Grading Requirements or this Agreement.

3.18 Definition. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, City Manager, City Attorney, City Engineer, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official or public employee may act on behalf of City for any particular purpose.

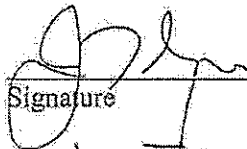
[SIGNATURE ON FOLLOWING PAGE]

CITY OF COLTON

DEVELOPER

AMB PROPERTY CORPORATION
PIER 1, BAY 1,
SAN FRANCISCO, CA.

By: _____
_____, Mayor

By: 
Signature
JOHN J. MEYER
Name

Attest:

By: _____
City Clerk

SVP
Title

Approved as to Form:

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
General Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF LOT 39 OF THE BANDINI DONATION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 3, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO JAMES BECKETT AND WIFE FRANCES, RECORDED JULY 15, 1987, AS INSTRUMENT NO. 87-240840 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, ALSO SHOWN ON R.S.98/6 ON FILE WITH SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF BECKETT, SOUTH 52° 30' 36" EAST 755.06 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 02° 28' 05" EAST 307.17 FEET; THENCE SOUTH 34° 40' 15" WEST 75.10 FEET TO A LINE THAT IS PARALLEL AND DISTANT SOUTHWESTERLY 75.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHEASTERLY LINE OF SAID LAND OF BECKETT; SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 52° 28' 58" EAST A DISTANCE OF 314.11 FEET TO THE SOUTHEASTERLY LINE OF SAID LAND OF BECKETT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 34° 37' 00" WEST A DISTANCE OF 1144.28 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID LINE, SOUTH 22° 37' 46" WEST A DISTANCE OF 276.78 FEET TO THE SOUTH CORNER OF SAID LAND OF BECKETT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND, NORTH 53° 53' 18" WEST A DISTANCE OF 372.47 FEET TO THE NORTHWESTERLY LINE OF THAT LAND DESCRIBED AS PARCEL B IN THE DEED RECORDED THE 25TH DAY OF MAY, 1893, AS INSTRUMENT NO. 93-223456 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 34° 40' 15" EAST A DISTANCE OF 1428.07 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 ON EXHIBIT "B" ATTACHED TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 26, 1998 AS INSTRUMENT NO. 148639 OFFICIAL RECORDS.

PARCEL B:

THAT PORTION OF LOTS 39, 42, 44, 50 AND 51 OF THE BANDINI DONATION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 3, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO JAMES BECKETT AND WIFE FRANCES, RECORDED JULY 15, 1987, AS INSTRUMENT NO. 87-240840 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, ALSO SHOWN ON R.S.98/6 ON FILE WITH SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF BECKETT, SOUTH 52° 30' 36" EAST 755.06 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 52° 28' 05" EAST 307.17 FEET; THENCE SOUTH 34° 40' 15" WEST 75.10 FEET TO A LINE THAT IS PARALLEL AND DISTANT SOUTHWESTERLY 75.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHEASTERLY LINE OF SAID LAND OF BECKETT; THENCE SOUTH 52° 28' 58" EAST A DISTANCE OF 314.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52° 27' 39" EAST A DISTANCE OF 159.23 FEET; THENCE SOUTH 26° 16' 47" WEST A DISTANCE OF 307.27 FEET; THENCE SOUTH 03° 12' 53" EAST A DISTANCE OF 463.88 FEET; THENCE SOUTH 18° 58' 13" WEST A DISTANCE OF 410.18 FEET; THENCE SOUTH 32° 26' 35" WEST A DISTANCE OF 275.28 FEET; THENCE SOUTH 54° 43' 43" EAST A DISTANCE OF 267.08 FEET TO A POINT ON THE WEST LINE OF THAT LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, IN DEED RECORDED THE 27TH DAY OF OCTOBER, 1862, IN BOOK 8781, PAGE 131, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE, SOUTH 33° 11' 30" WEST A DISTANCE OF 704.81 FEET TO THE SOUTHEASTERLY MOST POINT OF THE LAND DESCRIBED IN THE DEED TO THE COUNTY OF SAN BERNARDINO, RECORDED MARCH 9, 1876, IN BOOK 8879, PAGE 923 ET SEQ. OF OFFICIAL RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND THE FOLLOWING COURSES: NORTH 13° 40' 30" WEST A DISTANCE OF 172.66 FEET; THENCE NORTH 15° 25' 23" WEST A DISTANCE OF 125.14 FEET; THENCE NORTH 19° 23' 08" WEST A DISTANCE OF 351.75 FEET; THENCE NORTH 16° 40' 05" WEST A DISTANCE OF 125.17 FEET; THENCE NORTH 18° 40' 05" WEST A DISTANCE OF 247.13 FEET; THENCE NORTH 33° 04' 01" WEST A DISTANCE OF 45.17 FEET; THENCE NORTH 13° 40' 30" WEST A DISTANCE OF 108.06 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE DEED RECORDED THE 26TH DAY OF JUNE, 1921, IN BOOK 719, PAGE 243, OF DEEDS, RECORDS OF SAID COUNTY, NORTH 45° 33' 41" EAST A DISTANCE OF 1227.83 FEET; THENCE CONTINUING ALONG SAID LINE, NORTH 22° 38' 38" EAST A DISTANCE OF 927.17 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID LINE, NORTH 22° 30' 30" EAST A DISTANCE OF 276.82 FEET TO AN ANGLE POINT; AND THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN SAID DEED TO JAMES BECKETT AND WIFE FRANCES, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE CONTINUING ALONG SAID LINE, NORTH 22° 37' 48" EAST A DISTANCE OF 278.76 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID LINE, NORTH 34° 37' 00" EAST A DISTANCE OF 1144.28 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 ON EXHIBIT "B" ATTACHED TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 26, 1998 AS INSTRUMENT NO. 148639 OFFICIAL RECORDS.

PARCEL C:

EASEMENT FOR EMERGENCY ACCESS AND EGRESS AS CREATED BY DEED RECORDED APRIL 28, 1998 AS INSTRUMENT NO. 148641 OFFICIAL RECORDS OVER A STRIP OF LAND 20 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO JAMES BECKETT AND WIFE FRANCES, RECORDED JULY 15, 1987, AS INSTRUMENT NO. 87-240840 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN ON R.S.98/6 ON FILE WITH SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY NORTH OF WAY OF AOKA MANSA ROAD, NORTH 49° 04' 30" EAST 11.08 FEET TO THE POINT OF BEGINNING FOR SAID CENTERLINE DESCRIPTION; THENCE SOUTH 58° 30' 36" EAST 750.12 FEET TO AN ANGLE POINT; THENCE SOUTH 52° 28' 05" EAST 302.81 FEET TO THE BEGINNING OF A 45.00 FOOT RADIUS TANGENT CURVE, CONVEX TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87° 08' 28" AN ARC DISTANCE OF 68.44 FEET; THENCE SOUTH 34° 40' 15" WEST 42.35 FEET TO THE END OF SAID CENTERLINE DESCRIPTION.

EXHIBIT "C" - TRACT MAP 18250

NO. 10. 18250 SHEET 1 OF 6 SHEETS

51 OF THE DANISH DONATION MAP BOOK DOX 205 PAGES 5 THROUGH 7, BOTH IN BERNARDINO, STATE OF CALIFORNIA

IAN L. THIENES, P.L.S. NO. 5750

DECEMBER, 2007

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF COLTON, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL UTILITY COMPANIES AUTHORIZED TO SERVE IN SAID SUBDIVISION AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY AND PUBLIC UTILITY PURPOSES IN, OVER, THROUGH AND ACROSS STREET "A" AS SHOWN ON THE ANNEXED MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND THE SEVERAL UTILITY COMPANIES SHALL BE AND REMAIN SUPERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF COLTON.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF COLTON LOT C AS SHOWN ON THE ANNEXED MAP.

HEADLANDS REALTY CORPORATION, A MARYLAND CORPORATION

BY: _____

NOTARY ACKNOWLEDGMENT:

STATE OF _____ }
COUNTY OF _____ } ss

ON _____ BEFORE ME _____ PERSONALLY APPEARED _____

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/IT/HEY EXECUTED THE SAME BY HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON 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:

SIGNATURE MY COMMISSION NUMBER _____

PRINT NAME MY COMMISSION EXPIRES _____

MY PRINCIPAL PLACE OF BUSINESS IS IN: _____ COUNTY

CITY COUNCIL STATEMENT:

RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, THAT THE MAP OF TRACT MAP NO. 18250 IS DULY APPROVED. WE ALSO HEREBY ACCEPT ON BEHALF OF THE CITY OF COLTON AND THE PUBLIC IN GENERAL STREET "A", LOTS A, B, AND C INCLUSIVE, AS SHOWN HEREON ON THE ANNEXED MAP.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2008 BY THE FOLLOWING VOTE TO WIT:

AYES: _____
NOES: _____
ABSENT: _____

BY _____
CITY CLERK OF THE CITY OF COLTON

I HEREBY APPROVE THE FOREGOING RESOLUTION
BY _____
MAYOR CITY OF COLTON

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF AND PROPERTY CORPORATION IN MAY 2006. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION ON OR BEFORE DECEMBER 30, 2008 IN COMPLIANCE WITH SECTIONS 66428 AND 66429 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

BRIAN L. THIENES DATE: _____
P.L.S. NO. 5750
REG. EXPIRES 12/31/09



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF COLTON SUBDIVISION ORDINANCES HAVE BEEN COMPLIED WITH.

THOMAS I. WILLIAMS, PE 12787 DATE: _____
CITY ENGINEER, CITY OF COLTON
LICENSE EXPIRES 6/30/08

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THAT I AM SATISFIED THE ANNEXED MAP IS TECHNICALLY CORRECT.

JOHN G. EGAN, R.C.E. 14833 DATE: _____
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA
LICENSE EXPIRES 3/31/09

COUNTY AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THE ANNEXED MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE: \$ _____

LARRY WALKER, COUNTY AUDITOR
COUNTY OF SAN BERNARDINO

DATE: _____ BY: _____
DEPUTY

THE BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THE ANNEXED MAP WITH COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBGRANTEE HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DEBRA M. SMITH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

DATE: _____ BY: _____
DEPUTY

San Bernardino County Recorder's Certificate

This map has been filed under Document Number _____, this _____ day of _____, 2008, at _____, in book _____ of _____ at the request of _____ in the amount of \$ _____

Larry Walker
Auditor-Controller/Recorder
County of San Bernardino

by: _____
Deputy Recorder

SEE SHEET 2 FOR SIGNATURE OMISSIONS AND EASEMENT NOTES

TRACT MAP NO. 18250

BEING A SUBDIVISION OF PORTIONS OF LOTS 39, 42, 44, 50, AND 51 OF THE BANDINI DONATION, MAP BOOK 3 PAGE 24, AND PARCEL 1 OF PARCEL MAP NO. 16806, MAP BOOK 205 PAGES 3 THROUGH 7, BOTH IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

DECEMBER, 2007 THIENES ENGINEERING, INC. BRIAN L. THIENES, P.L.S. NO. 5750

MONUMENT & ESTABLISHMENT NOTES:

- 1 FD. 1" IP W/CS TAG FLUSH PER R1. HELD WITH 2 FOR BASIS OF BEARINGS.
- 2 FD. 1" IP TAGGED RCE 22806 FLUSH PER R1. HELD WITH 1 FOR BASIS OF BEARINGS.
- 3 FD. 1" IP W/PLASTIC CAP STAMPED LS 4002 DN. 0.4' (NO REF.).
- 4 FD. 1/2" IP DN. 3.0' (NO TAG). ACCEPTED AS 1/2" IP TAGGED RCE 30238 PER R1. CALCULATED HOLDING RECORD DIST. FROM 3 PER R1. FD. 1" IP FLUSH (NO TAG) IN LIEU OF 1" IP DN. 1.0' TAGGED RCE 862 PER R1, BEARING S 68° W, 0.39' FROM CALCULATED POSITION.
- 6 FD. 1" IP (NO TAG) DN. 0.1'. ACCEPTED AS 1" IP PER R2 AND R3 (SEE DETAIL).
- 7 FD. 1" IP TAGGED RCE 9101 PER R1, R2 AND R3 DN. 2.0'.
- 8 NOTHING FD. OR SET. ESTABLISHED AT RECORD DIST. PER R3.
- 9 FD. 1" IP TAGGED RCE 21082 PER R1 DN. 2.5'.
- 10 FD. 1" IP TAGGED RCE 21082 PER R1 FLUSH.
- 11 FD. 3/4" IP (TAG ILLEG.) DN. 0.1'. ACCEPTED AS 3/4" IP TAGGED LS 6152 PER R3.
- 12 FD. 1" IP TAGGED RCE 21082 PER R1 FLUSH.
- 13 NOTHING FD. OR SET. ESTABLISHED BY INTERSECTION PER R3.
- 14 FD. 1" IP (TAG ILLEG.) DN. 0.3'. ACCEPTED AS 1" IP TAGGED LS 6152 PER R3 FOR SE'LY COR PAR. 1 PER R3 (SEE DETAIL).
- 15 FD. 1" IP (NO TAG) DN. 0.2'. ACCEPTED AS 1" IP PER R2 AND R3 (SEE DETAIL).
- 16 FD. 1" IP TAGGED LS 6152 PER R3.
- 17 FD. 1" IP (NO TAG) PER R3 (SEE DETAIL).

EASEMENT NOTES

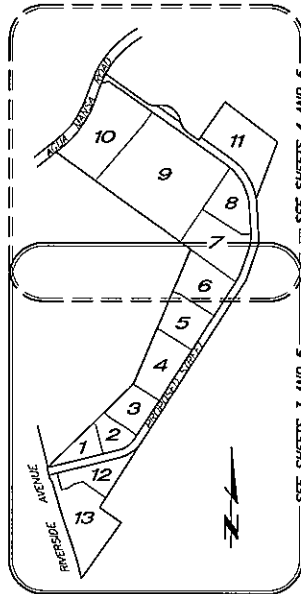
- 1 AN EASEMENT OF F.J. STOCKMAN FOR WATER DITCHES, PIPES OR FLUMES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 7, 1886 IN BOOK 47 PAGE 350 OF DEEDS. (BLANKET IN NATURE)
- 4A AN EASEMENT OF ALFRED ROBINSON FOR WATER DITCHES, WATER PIPES OR FLUMES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 22, 1886 IN BOOK 47 PAGE 480 OF DEEDS. (BLANKET IN NATURE)
- 5 AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, RECORDED FEBRUARY 1, 1912 IN BOOK 498 PAGE 87 OF DEEDS.
- 6 A LICENSE OF THE RIVERSIDE PORTLAND CEMENT COMPANY TO OPERATE ITS CEMENT PLANT WITH CERTAIN RESTRICTIONS AS TO THE ARRESTING OF SMOKE, GASES, DUST AND VAPORS WHICH MIGHT AFFECT SAID LAND, RECORDED JULY 7, 1916 IN BOOK 595 PAGE 74 OF DEEDS. (BLANKET IN NATURE)
- 6A AN EASEMENT OF THE RIVMO LAND COMPANY, A CALIFORNIA CORPORATION, FOR FLUMES, PIPE LINES AND DITCHES FOR CARRYING IRRIGATING AND DOMESTIC WATER AND RIGHTS INCIDENTAL THERETO, RECORDED JUNE 29, 1921 IN BOOK 719 PAGE 243 OF DEEDS. (BLANKET IN NATURE)
- 6B AN EASEMENT OF THE COUNTY OF RIVERSIDE FOR A RIGHT OF WAY FOR HAULING GRAVEL AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 15, 1940 IN BOOK 1305 PAGE 66 OF DEEDS. (INDETERMINATE IN NATURE)
- 7 AN EASEMENT OF SOUTHERN PACIFIC PIPELINES AND CHANSLOR-WESTERN OIL AND DEVELOPMENT COMPANY FOR PIPE LINES, INGRESS AND EGRESS RECORDED DECEMBER 29, 1955 IN BOOK 3821 PAGE 498 OF O.R. (INDETERMINATE IN NATURE)
- 8 AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN DOCUMENT RECORDED DECEMBER 26, 1956 IN BOOK 4117 PAGE 199 OF O.R.
- 8A AN EASEMENT OF THE SOUTHERN PACIFIC PIPE LINES, INC. FOR A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF ONE OR MORE PIPE LINES AND APPURTENANCES USEFUL IN CONNECTION THEREWITH OR INCIDENTAL THERETO, RECORDED JANUARY 6, 1956 IN BOOK 3826 PAGE 330, AND SUPPLEMENT RECORDED FEBRUARY 10, 1956 IN BOOK 3855 PAGE 255, BOTH OF OFFICIAL RECORDS. (LOCATION DETERMINED FROM FOUND PIPELINE MARKERS)
- 9 AN EASEMENT FOR A PETROLEUM PRODUCTS PIPELINE RECORDED JANUARY 22, 1958 IN BOOK 4419 PAGE 178 OF OFFICIAL RECORDS.
- 11A AN EASEMENT OF THE CITY OF COLTON FOR PUBLIC UTILITIES AS DISCLOSED BY CERTIFICATE OF COMPLIANCE RECORDED APRIL 3, 1991 AS INSTRUMENT NO. 91-111860 OF OFFICIAL RECORDS.
- 11 AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AS SET FORTH IN DOCUMENT RECORDED DECEMBER 1, 1967 IN BOOK 6934 PAGE 85 OF OFFICIAL RECORDS. - EASEMENT OUTCLAIMED
- 12 AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED APRIL 16, 1991 AS INSTRUMENT NO. 91-126571 OF OFFICIAL RECORDS.
- 14 A RESERVATION FOR AN EASEMENT FOR PRIVATE ACCESS AS RESERVED AND SHOWN ON PARCEL MAP NO. 16806 RECORDED OCTOBER 25, 2004 IN BOOK 205 PAGES 3 THROUGH 7 OF PARCEL MAPS.
- 15 AN EASEMENT OF THE SANTA ANA WATERSHED PROJECT AUTHORITY FOR ACCESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 26, 1996 AS INSTRUMENT NO. 1996-146640 OF OFFICIAL RECORDS.
- 16 AN EASEMENT OF U.S. XPRESS ENTERPRISES, INC. FOR THE EMISSION OF DUST, NOISE, VAPOR AND ODOR AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 11, 2000 AS INSTRUMENT NO. 2000-0010975 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

MAP & OTHER REFERENCES:

MAP REFERENCES:			
R1	RECORD OF SURVEY 00-056	08-01-2000	R.S.B. 114 PG. 39
R2	RECORD OF SURVEY	05-27-1993	R.S.B. 98 PG. 6
R3	PARCEL MAP NO. 16806	10-26-2004	P.M.B. 205 PG. 3
R4	RECORD OF SURVEY	05-16-1991	R.S.B. 90 PG. 4
R5	PARCEL MAP NO. 15385	08-20-2000	P.M.B. 190 PG. 88
R6	RECORD OF SURVEY	06-27-1990	R.S.B. 8 PG. 4

SITE OVERVIEW

N.T.S.



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (c)(3)(A)(i)-(iv) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE PARTIES LISTED BELOW HAVE BEEN OMITTED AS THEIR RESPECTIVE INTERESTS CAN NOT RIPEN INTO A FEE TITLE.

F.J. STOCKMAN FOR WATER DITCHES, PIPES OR FLUMES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 7, 1886 IN BOOK 47 PAGE 350 OF DEEDS.

ALFRED ROBINSON FOR WATER DITCHES, WATER PIPES OR FLUMES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 22, 1886 IN BOOK 47 PAGE 480 OF DEEDS.

THE RIVERSIDE PORTLAND CEMENT COMPANY TO OPERATE ITS CEMENT PLANT WITH CERTAIN RESTRICTIONS AS TO THE ARRESTING OF SMOKE, GASES, DUST AND VAPORS WHICH MIGHT AFFECT SAID LAND, RECORDED JULY 7, 1916 IN BOOK 595 PAGE 74 OF DEEDS.

THE RIVMO LAND COMPANY, A CALIFORNIA CORPORATION, FOR FLUMES, PIPE LINES AND DITCHES FOR CARRYING IRRIGATING AND DOMESTIC WATER AND RIGHTS INCIDENTAL THERETO, RECORDED JUNE 29, 1921 IN BOOK 719 PAGE 243 OF DEEDS.

THE COUNTY OF RIVERSIDE FOR A RIGHT OF WAY FOR HAULING GRAVEL AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 15, 1940 IN BOOK 1305 PAGE 66 OF DEEDS.

SOUTHERN PACIFIC PIPE LINES, INC. AND CHANSLOR-WESTERN OIL AND DEVELOPMENT COMPANY FOR PIPE LINES, INGRESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, RECORDED DECEMBER 29, 1955 IN BOOK 3821 PAGE 498. (INDETERMINATE IN NATURE)

SOUTHERN PACIFIC PIPE LINES, INC. FOR A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF ONE OR MORE PIPE LINES AND APPURTENANCES USEFUL IN CONNECTION THEREWITH OR INCIDENTAL THERETO, RECORDED JANUARY 6, 1956 IN BOOK 3826 PAGE 330, AND SUPPLEMENT RECORDED FEBRUARY 10, 1956 IN BOOK 3855 PAGE 255, BOTH OF OFFICIAL RECORDS. (LOCATION DETERMINED FROM FOUND PIPELINE MARKERS)

THE CITY OF COLTON FOR PUBLIC UTILITIES AS DISCLOSED BY CERTIFICATE OF COMPLIANCE RECORDED APRIL 3, 1991 AS INSTRUMENT NO. 91-111860 OF OFFICIAL RECORDS.

THE SANTA ANA WATERSHED PROJECT AUTHORITY FOR ACCESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 26, 1996 AS INSTRUMENT NO. 1996-146640 OF OFFICIAL RECORDS.

U.S. XPRESS ENTERPRISES, INC. FOR THE EMISSION OF DUST, NOISE, VAPOR AND ODOR AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 11, 2000 AS INSTRUMENT NO. 2000-0010975 OF OFFICIAL RECORDS.

THE SOUTHERN CALIFORNIA EDISON COMPANY AS TO AN EASEMENT FOR PUBLIC UTILITIES RECORDED DECEMBER 1, 1967 IN BOOK 6934 PAGE 85 O.R. AND AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED APRIL 16, 1991 AS INSTRUMENT NO. 91-126571 O.R.

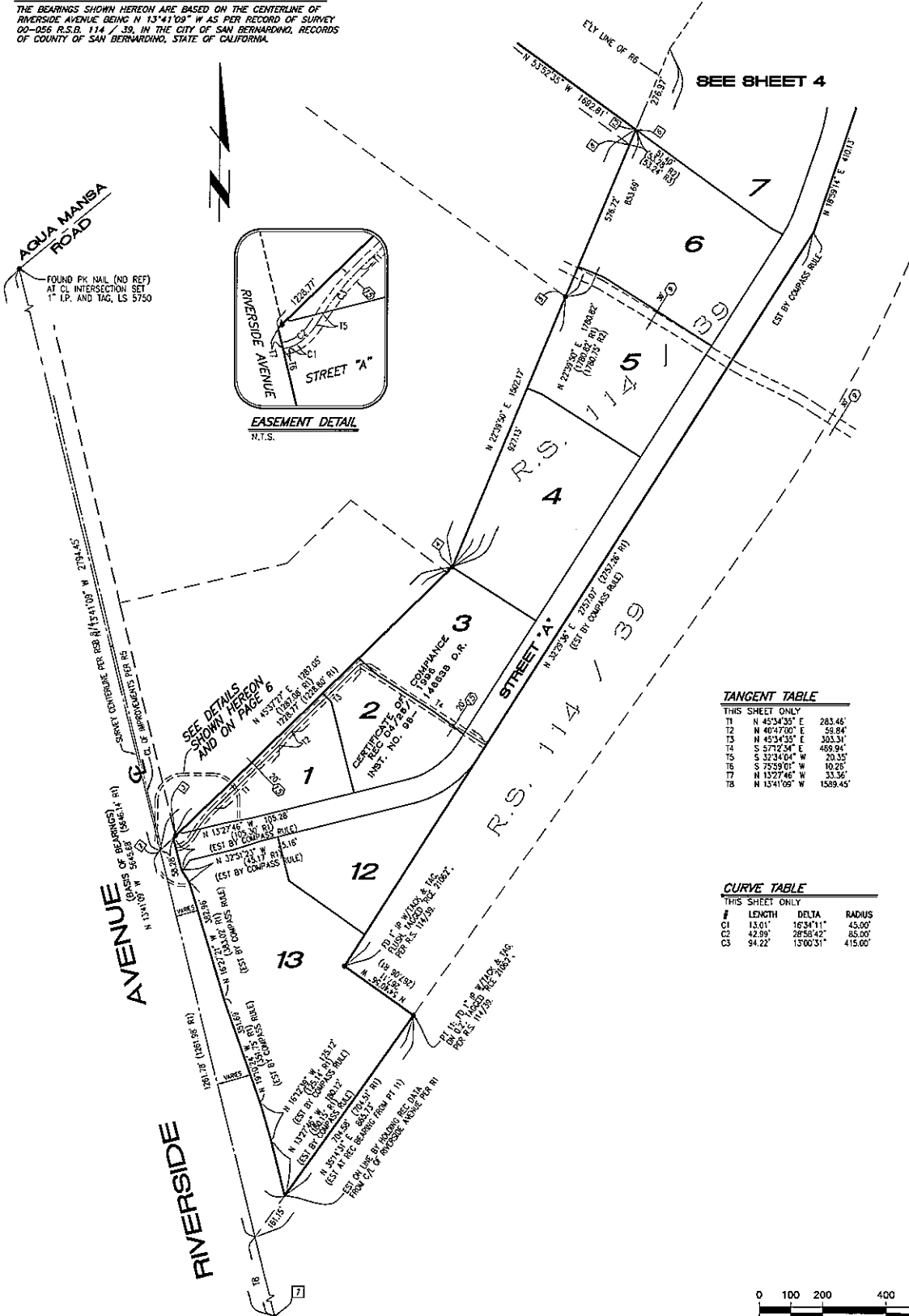
TRACT MAP NO. 18250

BEING A SUBDIVISION OF PORTIONS OF LOTS 39, 42, 44, 50, AND 51 OF THE BANDINI DONATION, MAP BOOK 3 PAGE 24, AND PARCEL 1 OF PARCEL MAP NO. 16806, MAP BOOK 205 PAGES 5 THROUGH 7, BOTH IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

DECEMBER, 2007 THIENES ENGINEERING, INC. BRIAN L. THIENES, P.L.S. NO. 5750

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RIVERSIDE AVENUE BEING N 13°41'09" W AS PER RECORD OF SURVEY 02-056 R.S.B. 114 / 39, IN THE CITY OF SAN BERNARDINO, RECORDS OF COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



SEE SHEET 4

EASEMENT DETAIL
N.T.S.

TANGENT TABLE

THIS SHEET ONLY

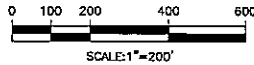
#	BEARING	LENGTH
T1	N 45°34'35" E	283.46'
T2	N 40°47'00" E	59.84'
T3	N 45°34'35" E	303.34'
T4	S 57°12'34" E	469.94'
T5	S 32°34'04" W	20.35'
T6	S 75°39'01" W	10.25'
T7	N 13°27'46" W	33.36'
T8	N 13°41'09" W	1589.45'

CURVE TABLE

THIS SHEET ONLY

#	LENGTH	DELTA	RADIUS
C1	13.01'	1634°11'	45.00'
C2	42.99'	205°54'42"	65.00'
C3	94.22'	13°00'31"	415.00'

SEE SHEET 2 FOR EASEMENT NOTES AND MONUMENT AND ESTABLISHMENT NOTES



IN THE CITY OF COLTON
TRACT MAP NO. 18250

SHEET 4 OF 6 SHEETS

BEING A SUBDIVISION OF PORTIONS OF LOTS 39, 42, 44, 50, AND 51 OF THE BANDINI DONATION, MAP BOOK 3 PAGE 24, AND PARCEL 1 OF PARCEL MAP NO. 16806, MAP BOOK 205 PAGES 5 THROUGH 7, BOTH IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

DECEMBER, 2007 THIENES ENGINEERING, INC. BRIAN L. THIENES, P.L.S. NO. 5750

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RIVERSIDE AVENUE BEING N 13°41'09" W AS PER RECORD OF SURVEY 00-056 R.S.B. 114 / 39, IN THE CITY OF SAN BERNARDINO, RECORDS OF COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

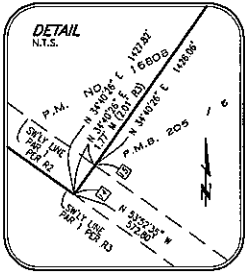
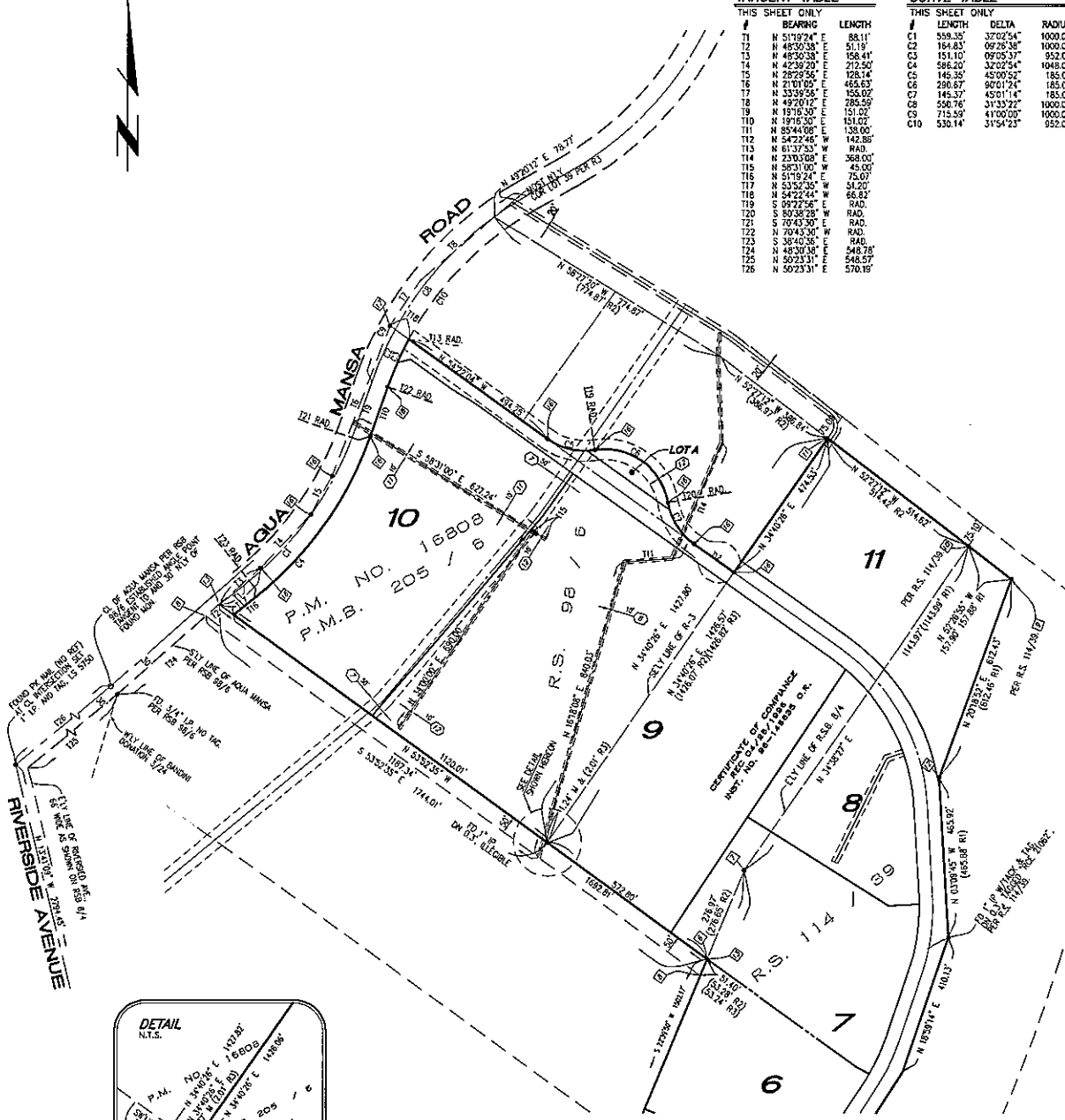


TANGENT TABLE

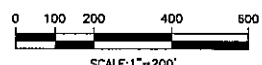
THIS SHEET ONLY		
#	BEARING	LENGTH
T1	N 51°07'24" E	88.11'
T2	N 48°50'38" E	51.19'
T3	N 48°50'38" E	158.41'
T4	N 42°29'29" E	212.50'
T5	N 28°29'56" E	128.14'
T6	N 21°01'02" E	464.63'
T7	N 33°59'55" E	155.02'
T8	N 42°29'12" E	285.59'
T9	N 19°16'30" E	151.02'
T10	N 19°16'30" E	151.02'
T11	N 85°44'08" E	138.00'
T12	N 54°22'46" E	142.89'
T13	N 61°37'53" W	RAO.
T14	N 23°03'08" E	368.00'
T15	N 50°31'00" W	45.00'
T16	N 51°19'24" E	75.01'
T17	N 53°52'35" W	51.20'
T18	N 54°22'44" W	65.82'
T19	S 09°22'56" E	RAO.
T20	S 80°38'28" W	RAO.
T21	S 70°43'30" E	RAO.
T22	N 09°22'56" E	RAO.
T23	S 38°40'35" E	RAO.
T24	N 46°30'38" E	248.78'
T25	N 50°23'31" E	548.57'
T26	N 50°23'31" E	570.19'

CURVE TABLE

THIS SHEET ONLY			
#	LENGTH	DELTA	RADIUS
C1	539.35'	37°02'54"	1000.00'
C2	184.83'	09°26'38"	1000.00'
C3	151.10'	09°05'37"	952.00'
C4	536.20'	32°02'54"	1048.00'
C5	145.35'	45°09'52"	185.00'
C6	280.87'	80°01'24"	185.00'
C7	145.35'	45°01'14"	185.00'
C8	550.76'	31°33'22"	1000.00'
C9	715.59'	41°00'00"	1000.00'
C10	530.14'	31°54'23"	952.00'



SEE SHEET 3



SEE SHEET 2 FOR SIGNATURE OMISSIONS AND EASEMENT DESCRIPTIONS

SCALE: 1"=200'

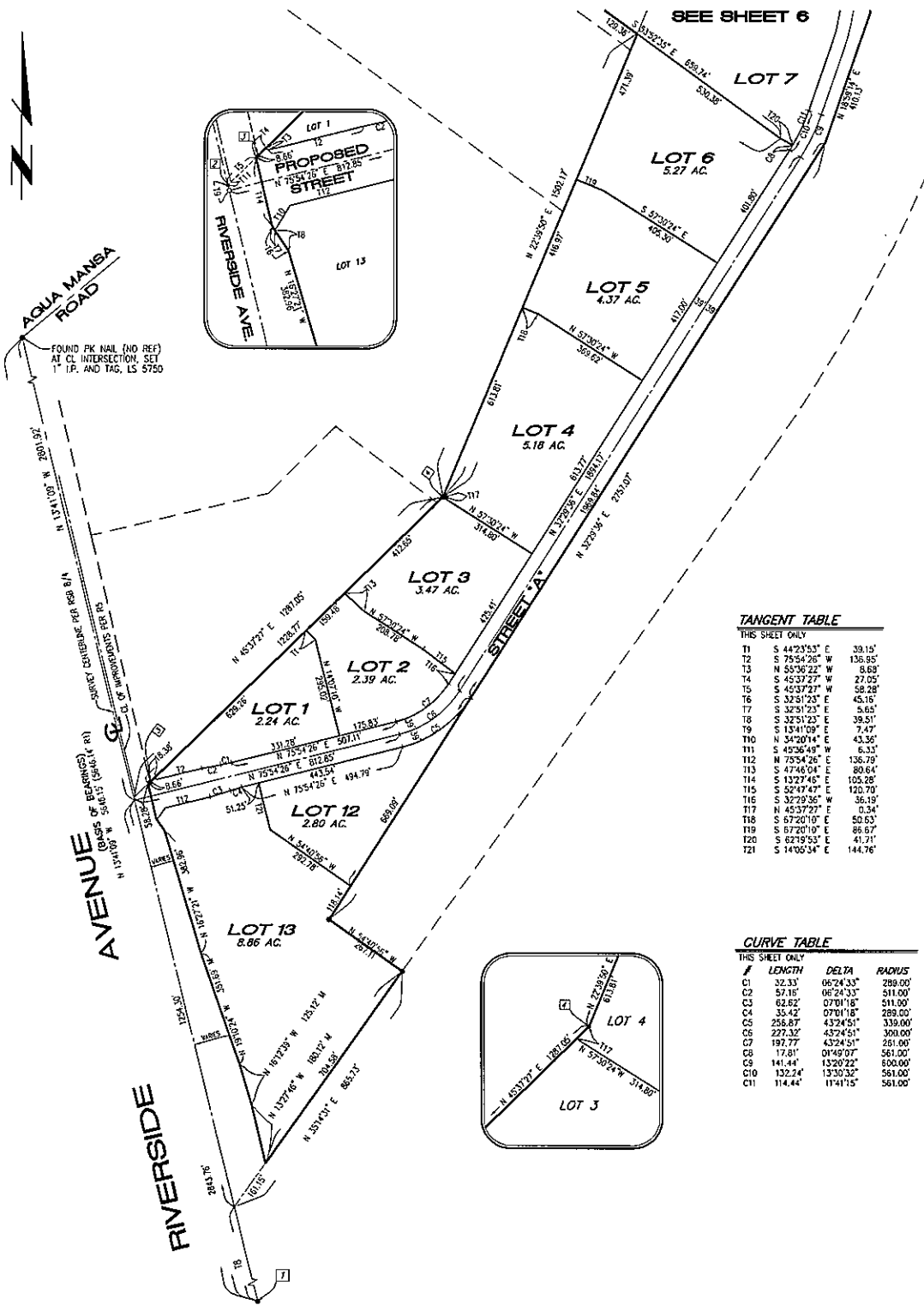
TRACT MAP NO. 18250

BEING A SUBDIVISION OF PORTIONS OF LOTS 39, 42, 44, 50, AND 51 OF THE BANDINI CONATION, MAP BOOK 3 PAGE 24, AND PARCEL 7 OF PARCEL MAP NO. 16806, MAP BOOK 205 PAGES 5 THROUGH 7, BOTH IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

DECEMBER, 2007 THIENES ENGINEERING, INC. BRIAN L. THIENES, P.L.S. NO. 5750

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RIVERSIDE AVENUE BEING N 13°41'08" W AS PER RECORD OF SURVEY 00-056 P.S.B. 114 / 39, IN THE CITY OF SAN BERNARDINO, RECORDS OF COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



TANGENT TABLE

THIS SHEET ONLY

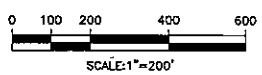
T1	S 44°23'53" E	39.15'
T2	S 75°54'26" W	136.85'
T3	N 68°38'22" W	8.68'
T4	S 45°37'27" W	27.05'
T5	S 45°37'27" W	58.28'
T6	S 32°51'23" E	45.15'
T7	S 32°51'23" E	8.63'
T8	S 32°51'23" E	39.51'
T9	S 13°41'08" E	7.47'
T10	N 34°20'14" E	43.35'
T11	S 45°36'49" W	6.33'
T12	N 75°54'26" E	136.79'
T13	S 47°46'04" E	80.64'
T14	S 13°27'45" E	105.28'
T15	S 52°47'47" E	120.70'
T16	S 32°29'36" W	36.19'
T17	N 45°37'27" E	0.34'
T18	S 67°20'10" E	50.63'
T19	S 67°20'10" E	86.67'
T20	S 62°19'53" E	41.71'
T21	S 14°06'34" E	144.76'

CURVE TABLE

THIS SHEET ONLY

#	LENGTH	DELTA	RADIUS
C1	32.33'	06°24'33"	289.00'
C2	57.16'	06°24'33"	511.00'
C3	62.82'	07°01'18"	511.00'
C4	35.42'	07°01'18"	289.00'
C5	256.87'	43°24'51"	339.00'
C6	227.32'	43°24'51"	309.00'
C7	197.77'	43°24'51"	261.00'
C8	17.81'	01°48'07"	561.00'
C9	141.44'	13°20'22"	600.00'
C10	132.24'	13°30'32"	561.00'
C11	114.44'	11°41'15"	561.00'

SEE SHEET 2 FOR EASEMENT NOTES AND MONUMENT AND ESTABLISHMENT NOTES
 SEE SHEET 3 AND 4 FOR BOUNDARY ESTABLISHMENT DATA
 SEE SHEET 6 FOR ADDITIONAL LOT DATA



IN THE CITY OF COLTON

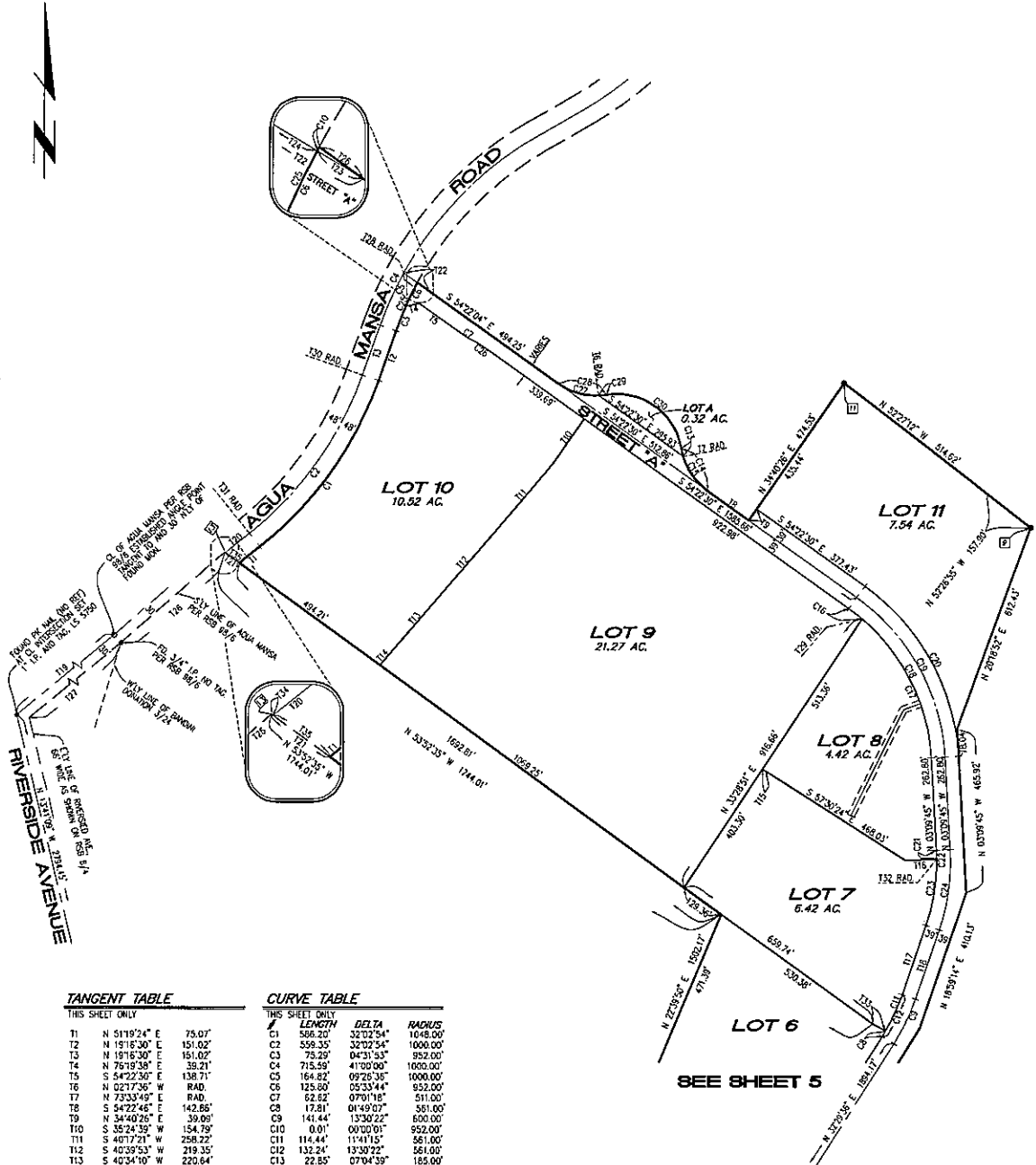
TRACT MAP NO. 18250

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DECEMBER, 2007 THIENES ENGINEERING, INC. BRIAN L. THIENES, P.L.S. NO. 5750

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RIVERSIDE AVENUE BEING N 13°41'09" W AS PER RECORD OF SURVEY 00-056 R.S.B. 114 / 30, IN THE CITY OF SAN BERNARDINO, RECORDS OF COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



TANGENT TABLE

THIS SHEET ONLY

LINE	BEARING	LENGTH
T1	N 51°19'24" E	75.07'
T2	N 15°18'30" E	151.02'
T3	N 18°16'30" E	151.02'
T4	N 76°19'38" E	38.21'
T5	S 54°22'30" E	138.71'
T6	N 02°17'36" W	RAD.
T7	N 73°33'49" E	RAD.
T8	S 54°22'46" E	142.86'
T9	N 34°40'26" E	39.09'
T10	S 35°24'39" W	154.79'
T11	S 40°17'21" W	258.22'
T12	S 40°39'53" W	219.35'
T13	S 40°34'10" W	220.64'
T14	S 40°35'09" W	58.55'
T15	S 50°16'44" E	11.84'
T16	N 87°15'03" E	89.55'
T17	N 18°59'14" E	209.39'
T18	N 18°59'14" E	209.39'
T19	S 50°23'31" W	570.19'
T20	N 51°19'24" E	88.11'
T21	S 53°52'55" E	51.20'
T22	S 54°22'30" E	89.11'
T23	N 54°22'30" W	40.74'
T24	N 54°22'30" W	48.37'
T25	S 54°22'04" E	40.74'
T26	S 48°50'38" W	390.36'
T27	S 50°23'31" W	548.57'
T28	N 61°16'54" W	RAD.
T29	N 40°33'03" E	RAD.
T30	S 70°43'30" E	RAD.
T31	S 38°40'38" E	RAD.
T32	N 39°19'11" E	RAD.
T33	S 62°19'53" E	41.71'
T34	N 53°52'35" W	1.46'
T35	N 53°52'35" W	49.74'

CURVE TABLE

THIS SHEET ONLY

LINE	LENGTH	DELTA	RADIUS
C1	586.20'	32°02'54"	1048.00'
C2	559.35'	32°02'54"	1000.00'
C3	75.29'	04°31'53"	952.00'
C4	715.59'	41°00'00"	1000.00'
C5	164.82'	09°26'35"	1000.00'
C6	125.80'	05°33'44"	952.00'
C7	62.82'	07°01'18"	511.00'
C8	17.81'	01°49'07"	561.00'
C9	141.44'	13°30'22"	600.00'
C10	0.01'	00°00'01"	952.00'
C11	114.44'	11°41'15"	561.00'
C12	132.24'	13°30'22"	561.00'
C13	22.85'	07°04'39"	185.00'
C14	145.37'	45°01'14"	185.00'
C15	122.51'	37°58'35"	185.00'
C16	48.22'	04°55'32"	561.00'
C17	453.21'	48°17'12"	561.00'
C18	501.43'	51°12'44"	561.00'
C19	536.29'	51°12'44"	600.00'
C20	571.15'	51°12'44"	639.00'
C21	74.31'	02°28'56"	561.00'
C22	216.87'	22°08'59"	561.00'
C23	182.57'	19°40'03"	561.00'
C24	231.95'	22°08'59"	600.00'
C25	151.10'	09°05'37"	952.00'
C26	35.42'	07°01'18"	289.00'
C27	122.46'	37°55'32"	185.00'
C28	145.35'	45°00'52"	185.00'
C29	22.89'	07°05'20"	185.00'
C30	290.67'	90°01'24"	185.00'

SEE SHEET 5



SEE SHEET 2 FOR EASEMENT NOTES AND MONUMENT AND ESTABLISHMENT NOTES

WHEN RECORDED MAIL TO:

City of Colton
650 N. La Cadena Drive
Colton, California 92324
Attention: City Clerk

EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103

**AGREEMENT FOR THE EARLY COMMENCEMENT
OF GRADING IN TRACT NO. 18250**

between

THE CITY OF COLTON
a California municipal organization

and

Headlands Realty Corporation