



STAFF REPORT

DATE: APRIL 3, 2012
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: ROD FOSTER, CITY MANAGER
 PREPARED BY: AMER JAKHER, PUBLIC WORKS/UTILITY SERVICES DIRECTOR AJ
 SUBJECT: FINAL ACCEPTANCE AND TERMINATION OF THE SUBDIVISION IMPROVEMENT AND DEFERRAL AGREEMENT FOR PARCEL MAP 12995 (PHASES 1 AND 2), DEXUS PROPERTY GROUP

RECOMMENDED ACTION

It is recommended that the City Council approve the final acceptance of and terminate the Subdivision Improvement and Deferral Agreement for Parcel Map 12995, releasing 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

Parcel Map 12995 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 Parcel 3 of Parcel Map 9567, along with a portion of Lots 42, 43 and 44 of the Bandini Donation, per Book 3 Page 24. The development consists of 35 lots to be constructed by Pacific Tractor.

The City required the developer to enter into a subdivision improvement and deferral agreement to assure completion of the conditioned street improvements. The Developer entered into an agreement with the City, which was approved by the City Council on June 29, 1994.

ISSUES/ANALYSIS

The legal owner, Dexus Property Group, has requested final acceptance of the public improvements constructed or installed in conjunction with this project. The property has since been merged from 35 parcels to 1 parcel. 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 lateral located within the public rights-of-way.

Staff Report to the Mayor and City Council
Terminate the Subdivision Improvement and Deferral Agreement for Parcel Map 12995 (phases
1 and 2), Dexus Property Group
April 3, 2012
Page 2

The public subdivision improvements have been completed to the satisfaction of the City and no additional improvements are required at this time. No performance or payment bond will be required since all improvements have been completed per the conditions of the Parcel Map.

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.

ALTERNATIVES

1. Provide alternative direction to staff.

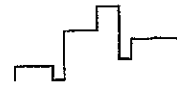
ATTACHMENTS

Exhibit "A" Request for Release
Exhibit "B" Subdivision Improvement and Deferral Agreement
Exhibit "C" Parcel Map 12995

EXHIBIT A
REQUEST FOR RELEASE

RECEIVED

FEB 16 2012



DEXUS

PROPERTY GROUP

PUBLIC WORKS ENGINEERING

CITY OF COLTON

DEXUS Property Group

4000 Westerly Place, Suite 110
Newport Beach, CA, 92660

Tel: 949-724-8886

Fax: 949-724-8887

www.dexus.com

February 14, 2012

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

RE: Request to Terminate: Subdivision Improvement and Deferral
Agreement for Parcel Map 12995 (Phases 1 and 2)- 2250 S.
Riverside Avenue, City of Colton

Dear Reggie:

On behalf of DEXUS SoCal LLC, a Delaware Limited Liability Company, the current legal owner of the above referenced property, we respectfully request the termination and removal from Title of the below referenced item:

The matters contained in the instrument entitled Subdivision Improvement and Deferral Agreement dated June 2, 1994 between the City of Colton and Pacific Tractor recorded on January 30, 1995 at Instrument # 95-027806.

After discussions with you and other members of the City, we have agreed that the improvement conditions have all been satisfied or no longer apply to the property.

In advance, we appreciate your assistance on this matter.

Very Truly Yours,

Bruce McDonald, Managing Director
DEXUS SoCal LLC

Cc: Ward Mace

EXHIBIT B
SUBDIVISION IMPROVEMENT AND DEFERRAL
AGREEMENT

CITY OF COLTON

AGENDA REPORT

For Council Meeting of JULY 5, 1994



TO: HONORABLE MAYOR AND CITY COUNCIL

DATE: June 29, 1994

FROM: JOHN HUTTON
Public Works Director *JH*

**SUBJECT: APPROVAL OF OFF-SITE IMPROVEMENT AGREEMENT FOR PACIFIC TRACTOR
PARCEL MAP 12995**

BACKGROUND:

Pacific Tractor is proposing a 35' lot industrial subdivision (Parcel Map 12995) located south of Agua Mansa Road along the east side of Riverside Avenue, (exhibit attached).

Within the guidelines of Section 66411.1 (B) Division 2, Chapter 1, Article 1, and 66426 (C) Chapter 2, Article 1 of the State Subdivision Map Act, it states that a parcel of land zoned industrial may subdivide 5 or more lots by a Parcel Map, and fulfillment of construction requirements related to public improvements shall not be required until time that permit or other grant or approval for development on the land is issued by the local agency.

Additionally 66411.1(B) sites that pursuant to an agreement, the agency may require the condition of public improvement within a reasonable time after the Parcel Map approval and as a condition of issuance of a building permit.

DISCUSSION:

Under the terms of the States Subdivision Map Act, the attached improvement agreement has been formed outlining these conditions of approval and development.

FINANCIAL IMPACT:

None to the local agency, S.A.R.I. line connection required under agreement by the developer.

Item No. 7

STAFF RECOMMENDATION:

If Council concurs staff would recommend approval of P.M. 12995, and the improvement agreement attached and so noted upon the title signature page of Parcel Map 12995.

City Manager's Concurrence _____

A handwritten signature in black ink, appearing to read "M. Minich", is written over a horizontal line.

Attachment: Agreement
Exhibit P.M. 12995

Report prepared by John C. Hutton

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Office of the City Clerk
650 North La Cadena Drive
Colton, California 92324

AND WHEN RECORDED MAIL TO:

Office of the City Clerk
650 North La Cadena Drive
Colton, California 92324

Recorded in Official Records, County of
San Bernardino, Errol Mackzum, Recorder



No Fee

19950027806 3:25pm 01/30/95

005 2007276 02 04

013 9 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
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SUBDIVISION IMPROVEMENT AND DEFERRAL
AGREEMENT FOR
PARCEL MAP 12995 (PHASES 1 AND 2)

Title of Document

THIS AREA FOR

RECORDER'S

USE ONLY



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

SUBDIVISION IMPROVEMENT AND DEFERRAL AGREEMENT

FOR

95-027806

PARCEL MAP 12995 (PHASES 1 AND 2)

THIS AGREEMENT made and entered into on June 2, 1994 1994, by and between the City of Colton, California, a municipal corporation ("City") and Pacific Tractor, Inc., a California Corporation ("Developer").

RECITALS

WHEREAS, Developer is the owner of certain real property (the "Property") located in the City of Colton, more particularly described as set forth in the Exhibit "A and "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Developer has submitted Parcel Map No. 12995 (Phases 1 and 2) to the City for processing on September 9, 1992; and

WHEREAS, Parcel Map No. 12995 (Phases 1 and 2) represents a minor subdivision of land as defined by Colton Municipal Code Section 16.2.010(J) as it will create four or fewer parcels of land or it falls within the definition of a minor subdivision as set forth in California Government Code Section 66426(a), (b) or (c); and Code Section 66411.1 (b); and

WHEREAS, pursuant to Colton Municipal Code Section 16.16.020, the City Engineer is designated as the advisory agency with full power to approve, conditionally approve or deny minor subdivision of land applications; and

WHEREAS, the City Engineer has reviewed and is willing to conditionally approve Parcel Map No. 12995 (Phases 1 and 2) on the condition that Developer agree that a condition of approval shall be imposed requiring Developer to provide certain on-site and off-site public improvements, including but not limited to the following:

1. Public water and sewer systems in accord with the requirements of the City's Public Works Utility division; and
2. Dedication and construction of public street improvements in accord with the requirements of the City's Public Works and Traffic Departments; and
3. Connect and maintenance costs for the Santa Ana Regional Interceptor Sewer System ("SARI Line"); and

95-027806

WHEREAS, the City finds it unnecessary for such improvements to be provided at the present time but City desires to secure the construction and provision of such improvements as they become necessary in the future at a time that coincides with further development on the property.

NOW THEREFORE, the parties for good valuable consideration, receipt of which is hereby acknowledged, agree as follows:

AGREEMENT

1. Developer agrees that prior to issuance of any building permit for any development on the Property, Developer will pay all applicable connection charges and maintenance charges to the City as then in effect pursuant to the fee resolution for such charges related to the SARI Line.
2. Within 30 days of the issuance of the first building permit for development on the Property, Developer will, at Developer's sole cost and expense, commence the construction and installation of all required on-site and off-site public improvements set forth in this Agreement in accordance with plans and specifications approved by the City according to code, ordinances and policies then applicable as necessary to serve the Property as set forth in the conditions of approval for Parcel Map 12995, and any phases thereof.
3. Construction of all required public improvements shall proceed expeditiously and shall be completed within one year of the date of issuance of the first building permit unless extended in writing by mutual agreement of the parties.
4. In the event that Developer shall fail to begin construction of such public improvements or in the event that construction shall not be completed in the time required by this Agreement, City may by separate contract or force; labor, construct, and install, such public improvements and Developer shall be fully responsible and liable for all costs incurred by City, including, but not limited to overhead, labor and material and such liability shall constitute a lien on the Property.
5. This agreement shall be recorded and shall constitute a covenant running with the land binding upon the executors, administrators and successors and assigns of the parties.
6. Developer agrees to indemnify, release, defend and hold harmless the City, its officers, employees and representatives from any and all liability, loss, suits, claims, damages, costs and expenses, including attorneys fees and costs of litigation which directly or indirectly result from, or arise out of any acts, errors or omissions, including, without limitation professional negligence of Developer, its employees or subcontractors or agents in connection with the performance of this Agreement.

95-027806

Executed this 2nd day of June, 1994.

PACIFIC TRACTOR AND
EQUIPMENT CO., INC.
a California Corporation

By: [Signature]
(President)

By: [Signature]
(Secretary)

SEE ATTACHED NOTARY

CITY OF COLTON

By: [Signature]
WILLIAM C. WINTER
Interim City Manager

ATTEST:

[Signature]
HELEN A. RAMOS, CMC
City Clerk
City of Colton

Approved as to form

[Signature] 6-2-94
City Attorney

B2:PAGM

PARCEL MAP 12995 (Phases 1 and 2)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

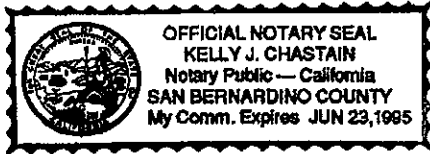
On June 3, 1994 before me, Kelly J. Chastain, Notary Public
Date Notary Name and Title i.e. Jane Doe, Notary Public

personally appeared *Byron K. Rasmussen and William W. Rasmussen*
Name of Signers

personally known to me - OR - 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.

WITNESS my hand and official seal.

Kelly J. Chastain
Signature of Notary Public



(Place Seal in the Space Above)

95-027806

EXHIBIT A

Parcel Map No. 12995 (Phase 1)

In the City of Colton being a subdivision of Parcel No. 3 Parcel Map No. 9567, recorded in the Parcel Map Book 123, Pages 77-79; along with a portion of lots 42, 43 and 44 of the bandini donation per map book 3 page 24, official records of the County of San Bernardino.

Excluding Lots 16 through 35 of said Parcel Map N. 12995 per copy of Phase 1 map attached

95-027806

EXHIBIT B

Parcel Map No. 12995 (Phase 2)

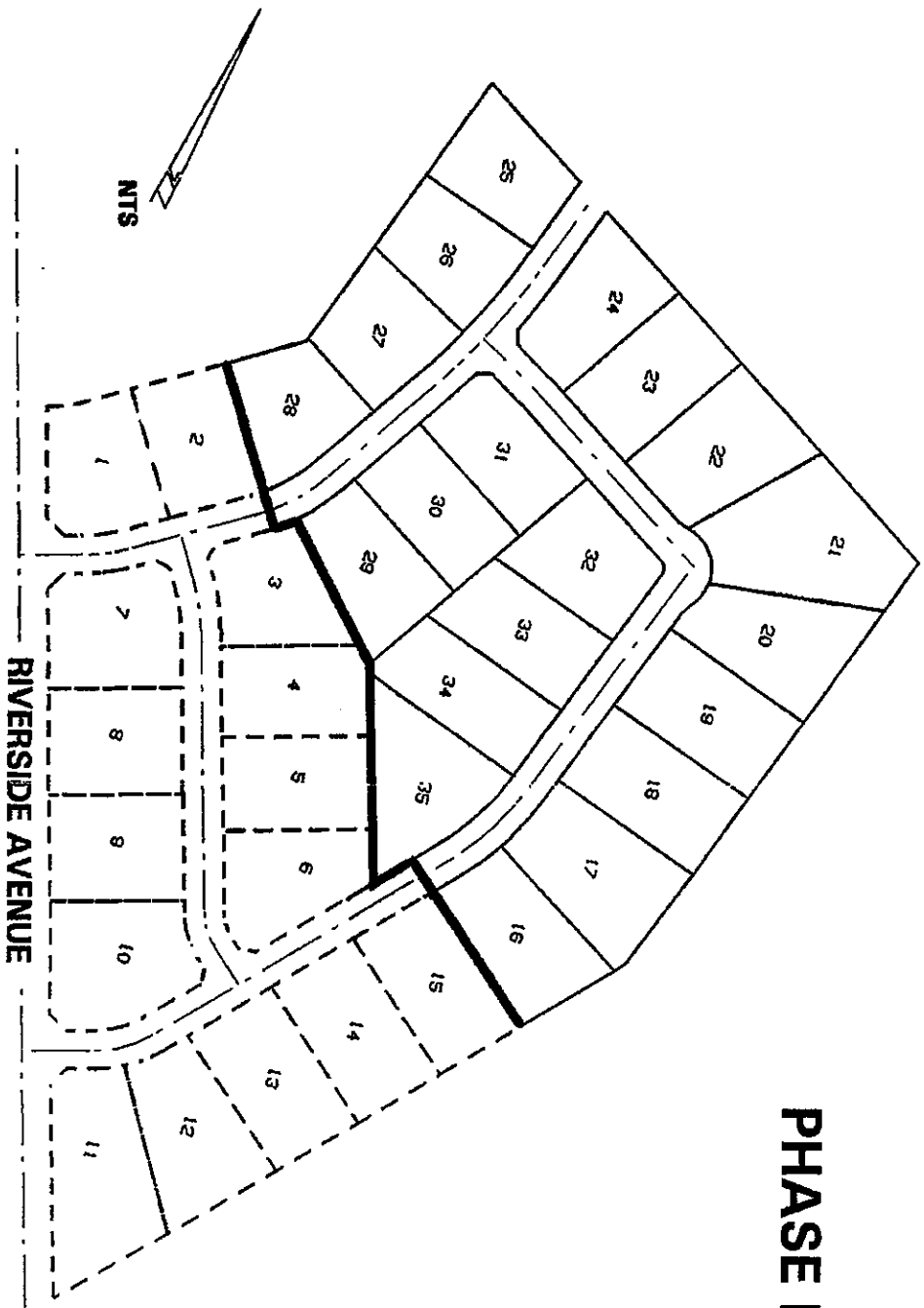
In the City of Colton being a subdivision of Parcel No. 3 Parcel Map No. 9567, recorded in the Parcel Map Book 123, Pages 77-79; along with a portion of lots 42, 43 and 44 of the bandini donation per map book 3 page 24, official records of the County of San Bernardino

Excluding Lots 1 through 15 of said Parcel Map N. 12995 per copy of Phase 2 map attached

95-027806

**P.M. 12995
CITY OF COLTON**

PHASE II



RIVERSIDE AVENUE

JN 905055



BONADIMAN ENGINEERS, INC.

CIVIL ENGINEERING CONSULTANTS
ENGINEERING - PLANNING - SURVEYING - CIVIL/ROAD SOFTWARE SUPPORT
880 S. INTERWAY AVE. SAN BERNARDINO, CA. 92408 - (909) 385-2800

EXHIBIT C
PARCEL MAP 12995

179/37

SHEET 2 OF 5

IN THE CITY OF COLTON,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
PARCEL MAP NO. 12995

BEING A DESCRIPTION OF PARCELS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ABRAHAM B. BERNARDINO, INC.

JANUARY 2011

B.A.S.I.B. OF BERNARDINO, INC.
A CALIFORNIA CORPORATION
HOLDING TITLE TO THE PROPERTY DESCRIBED HEREIN
FOR THE PURPOSES OF THE PARCEL MAP

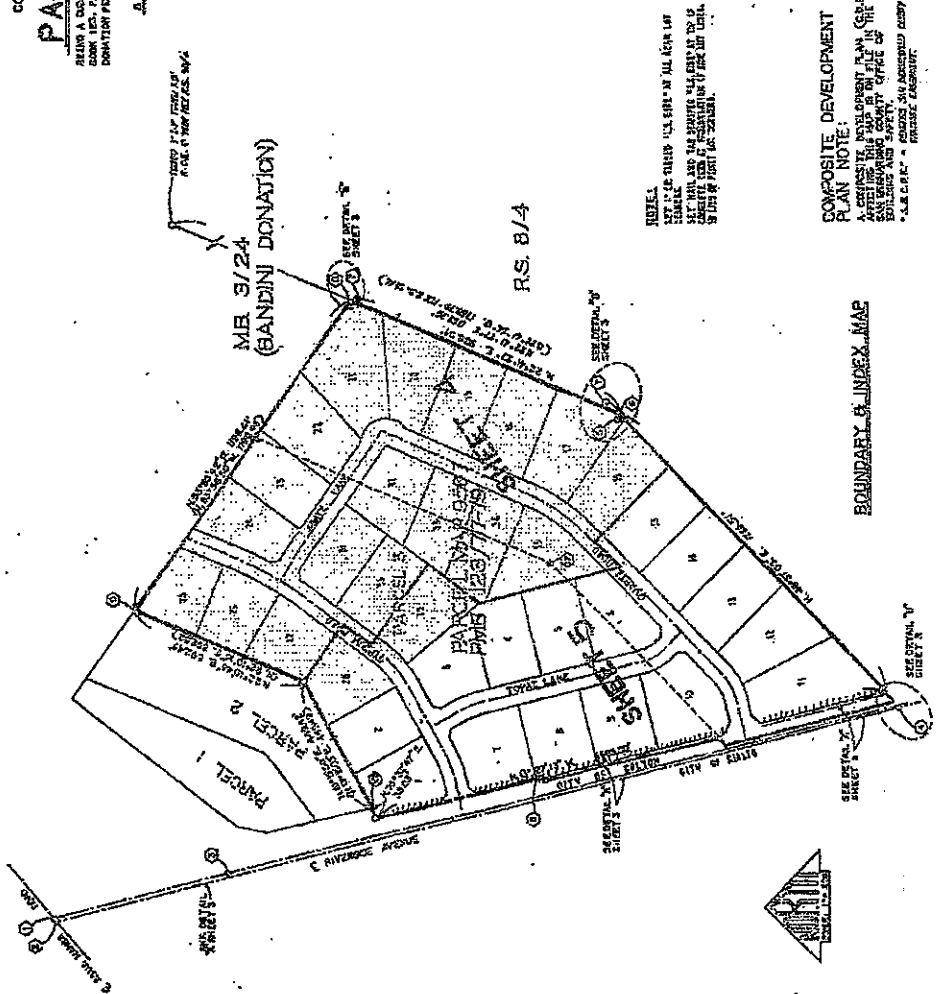
BOUNDARY & INDEX MAP

- 1. PARCEL 1: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 2. PARCEL 2: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
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- 5. PARCEL 5: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 6. PARCEL 6: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 7. PARCEL 7: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
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- 9. PARCEL 9: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 10. PARCEL 10: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.

B.A.S.I.B. OF BERNARDINO, INC.

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- 2. PARCEL 2: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 3. PARCEL 3: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 4. PARCEL 4: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 5. PARCEL 5: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 6. PARCEL 6: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 7. PARCEL 7: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 8. PARCEL 8: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 9. PARCEL 9: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.
- 10. PARCEL 10: 1000 SQ. FT. MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE TRACT, TOWN OF COLTON, COUNTY OF SAN BERNARDINO, CALIFORNIA, AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011, AND AS SHOWN ON THE PARCEL MAP NO. 12995, DATED JANUARY 2011.

ALL OTHER NOTES NOT SHOWN ON THIS MAP.



NOTE: SEE SHEET 179/37 FOR ALL OTHER NOTES AND FOR THE LOCATION OF THE TRACT AND THE LOCATION OF THE TRACT.

COMPOSITE DEVELOPMENT PLAN NOTE:
A DEVELOPMENT PLAN HAS BEEN FILED IN THE SAN BERNARDINO COUNTY OFFICE OF THE PLANNING AND ZONING DEPARTMENT.
*A.B.C.B.C. - CANNOT BE ACCURATELY COPY PASTED.

179/37

179/37

179/39

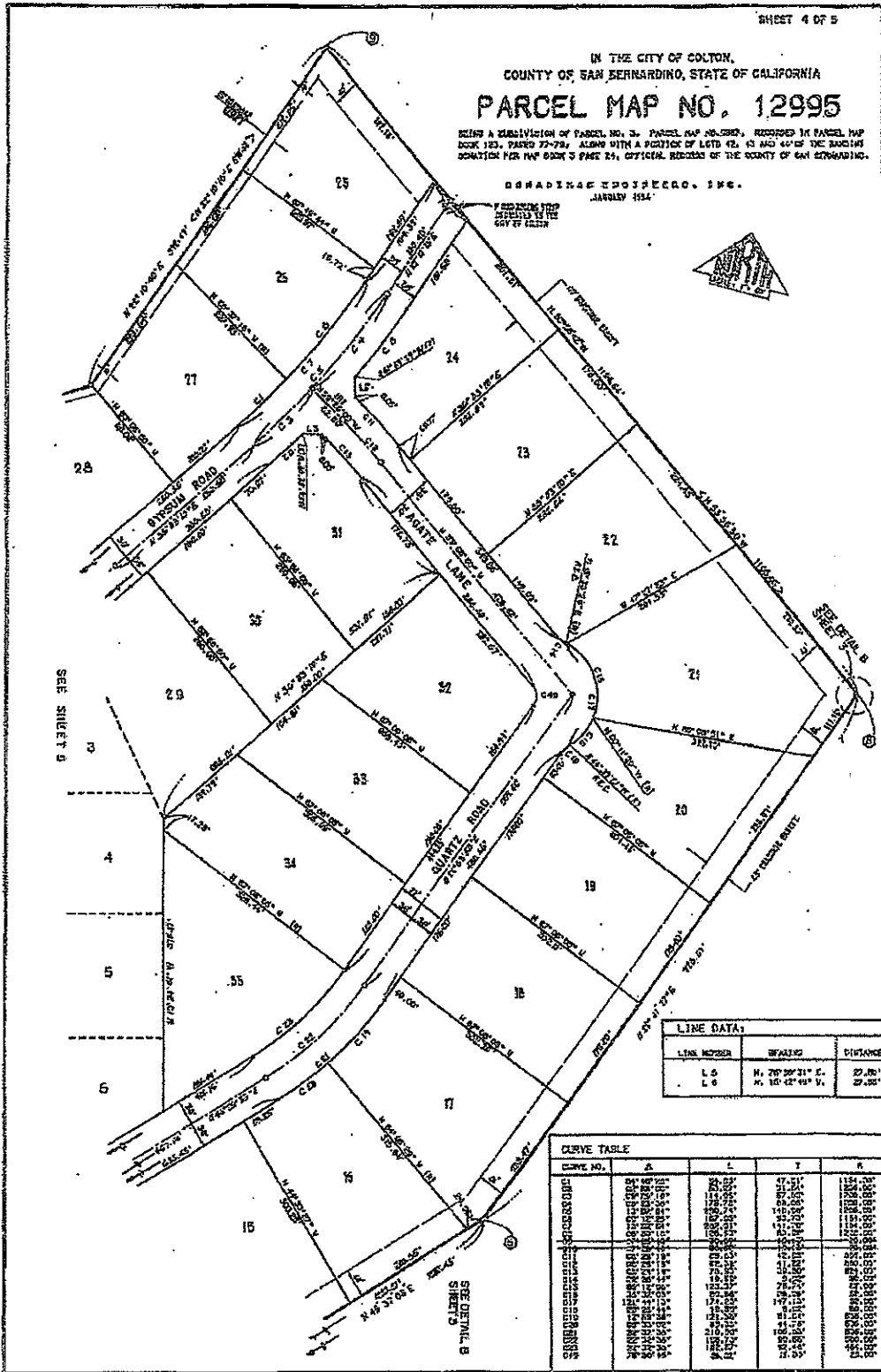
SHEET 4 OF 5

IN THE CITY OF COLTON,
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
PARCEL MAP NO. 12995

BEING A SUBDIVISION OF PARCEL NO. 3, PARCEL MAP NO. 8280, RECORDED IN PARCEL MAP
 BOOK 123, PAGES 72-73, ALONG WITH A PORTION OF LOT 43 AND 40 OF THE BOUNDING
 QUARTER PER MAP BOOK 3 PAGE 24, OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

BERNARDINE EPOISERCO, INC.
 JANUARY 1934

FOR RECORDING AND
 INDEXING TO THE
 GOV. OF CALIF.



LINE DATA:

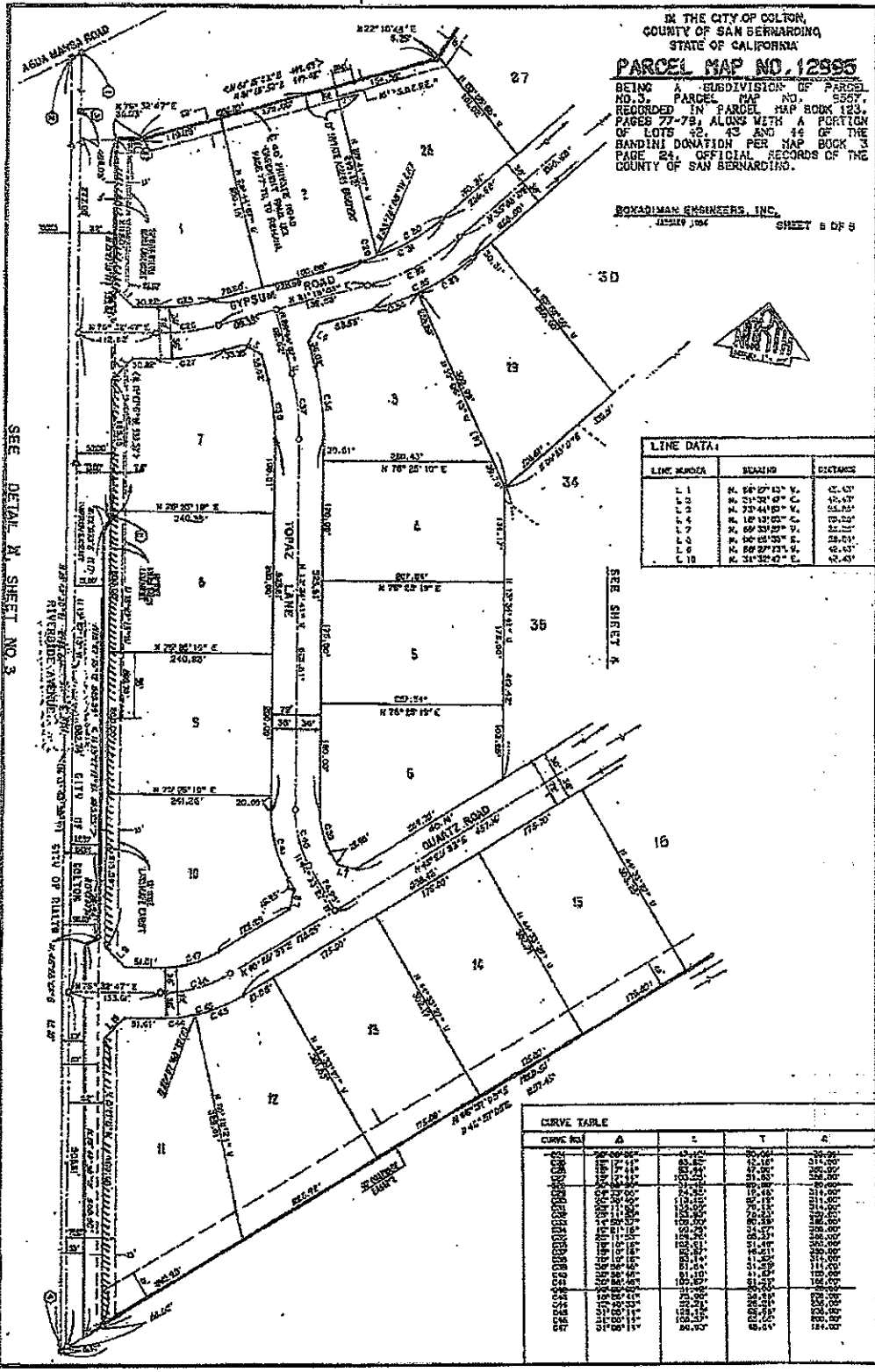
LINE NUMBER	BEARING	DISTANCE
L 5	N. 70° 09' 21" E.	27.00'
L 6	N. 10° 02' 48" E.	27.00'

CURVE TABLE

CURVE NO.	A	L	T	R
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00

179/39

179/40



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

PARCEL MAP NO. 12986

BEING A SUBDIVISION OF PARCEL
 NO. 3, PARCEL MAP NO. 5267,
 RECORDED IN PARCEL MAP BOOK 123,
 PAGES 77-78, ALONG WITH A PORTION
 OF LOTS 22, 43 AND 46 OF THE
 BANDINI DONATION PER MAP BOOK 3,
 PAGE 24, OFFICIAL RECORDS OF THE
 COUNTY OF SAN BERNARDINO.

BOXADIAN ENGINEERS, INC.
 121219 1/04 SHEET 6 OF 8



LINE DATA:

LINE NUMBER	BEARING	DISTANCE
L 1	N 88° 07' 43" W	21.43'
L 2	N 21° 28' 00" W	12.47'
L 3	N 73° 44' 50" W	25.25'
L 4	N 18° 10' 00" W	10.11'
L 5	N 69° 58' 50" W	11.11'
L 6	N 28° 28' 50" W	28.24'
L 7	N 21° 28' 00" W	12.47'

CURVE TABLE

CURVE NO.	Δ	L	T	C
1	110.00	110.00	110.00	110.00
2	110.00	110.00	110.00	110.00
3	110.00	110.00	110.00	110.00
4	110.00	110.00	110.00	110.00
5	110.00	110.00	110.00	110.00
6	110.00	110.00	110.00	110.00
7	110.00	110.00	110.00	110.00
8	110.00	110.00	110.00	110.00
9	110.00	110.00	110.00	110.00
10	110.00	110.00	110.00	110.00
11	110.00	110.00	110.00	110.00
12	110.00	110.00	110.00	110.00
13	110.00	110.00	110.00	110.00
14	110.00	110.00	110.00	110.00
15	110.00	110.00	110.00	110.00
16	110.00	110.00	110.00	110.00
17	110.00	110.00	110.00	110.00
18	110.00	110.00	110.00	110.00
19	110.00	110.00	110.00	110.00
20	110.00	110.00	110.00	110.00
21	110.00	110.00	110.00	110.00
22	110.00	110.00	110.00	110.00
23	110.00	110.00	110.00	110.00
24	110.00	110.00	110.00	110.00
25	110.00	110.00	110.00	110.00
26	110.00	110.00	110.00	110.00
27	110.00	110.00	110.00	110.00
28	110.00	110.00	110.00	110.00
29	110.00	110.00	110.00	110.00
30	110.00	110.00	110.00	110.00
31	110.00	110.00	110.00	110.00
32	110.00	110.00	110.00	110.00
33	110.00	110.00	110.00	110.00
34	110.00	110.00	110.00	110.00
35	110.00	110.00	110.00	110.00
36	110.00	110.00	110.00	110.00
37	110.00	110.00	110.00	110.00
38	110.00	110.00	110.00	110.00
39	110.00	110.00	110.00	110.00
40	110.00	110.00	110.00	110.00
41	110.00	110.00	110.00	110.00
42	110.00	110.00	110.00	110.00
43	110.00	110.00	110.00	110.00
44	110.00	110.00	110.00	110.00
45	110.00	110.00	110.00	110.00
46	110.00	110.00	110.00	110.00
47	110.00	110.00	110.00	110.00
48	110.00	110.00	110.00	110.00
49	110.00	110.00	110.00	110.00
50	110.00	110.00	110.00	110.00
51	110.00	110.00	110.00	110.00
52	110.00	110.00	110.00	110.00
53	110.00	110.00	110.00	110.00
54	110.00	110.00	110.00	110.00
55	110.00	110.00	110.00	110.00
56	110.00	110.00	110.00	110.00
57	110.00	110.00	110.00	110.00
58	110.00	110.00	110.00	110.00
59	110.00	110.00	110.00	110.00
60	110.00	110.00	110.00	110.00
61	110.00	110.00	110.00	110.00
62	110.00	110.00	110.00	110.00
63	110.00	110.00	110.00	110.00
64	110.00	110.00	110.00	110.00
65	110.00	110.00	110.00	110.00
66	110.00	110.00	110.00	110.00
67	110.00	110.00	110.00	110.00
68	110.00	110.00	110.00	110.00
69	110.00	110.00	110.00	110.00
70	110.00	110.00	110.00	110.00
71	110.00	110.00	110.00	110.00
72	110.00	110.00	110.00	110.00
73	110.00	110.00	110.00	110.00
74	110.00	110.00	110.00	110.00
75	110.00	110.00	110.00	110.00
76	110.00	110.00	110.00	110.00
77	110.00	110.00	110.00	110.00
78	110.00	110.00	110.00	110.00
79	110.00	110.00	110.00	110.00
80	110.00	110.00	110.00	110.00
81	110.00	110.00	110.00	110.00
82	110.00	110.00	110.00	110.00
83	110.00	110.00	110.00	110.00
84	110.00	110.00	110.00	110.00
85	110.00	110.00	110.00	110.00
86	110.00	110.00	110.00	110.00
87	110.00	110.00	110.00	110.00
88	110.00	110.00	110.00	110.00
89	110.00	110.00	110.00	110.00
90	110.00	110.00	110.00	110.00
91	110.00	110.00	110.00	110.00
92	110.00	110.00	110.00	110.00
93	110.00	110.00	110.00	110.00
94	110.00	110.00	110.00	110.00
95	110.00	110.00	110.00	110.00
96	110.00	110.00	110.00	110.00
97	110.00	110.00	110.00	110.00
98	110.00	110.00	110.00	110.00
99	110.00	110.00	110.00	110.00
100	110.00	110.00	110.00	110.00

SEE DETAIL N SHEET NO. 3

SEE SHEET 6

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