



## STAFF REPORT

DATE: APRIL 17, 2011  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: ROD FOSTER, CITY MANAGER  
 PREPARED BY: AMER JAKHER, PUBLIC WORKS/UTILITY SERVICES DIRECTOR 45  
 SUBJECT: APPROVAL OF THE FINAL MAP AND ACCEPTANCE OF  
 SUBDIVISION IMPROVEMENTS FOR TRACT MAP 16322,  
 VICTORIA HOMES

### RECOMMENDED ACTION

It is recommended that the City Council approve Tract Map 16322, accepting the public improvements and certifying completion of the required private subdivision improvements from Victoria Homes.

### GOAL STATEMENT

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

### BACKGROUND

Tract Map 16322 is located at the southwest corner of Rosedale Avenue and Lark Street. As recorded by the County of San Bernardino, the project is a portion of Lot 6 of the Merryfields Subdivision, per Book 12 of Maps, Page 53. The development consists of 31 single-family residential lots and was constructed by the Victoria Homes.

The City has required the developer to enter into a Subdivision Agreement to assure completion of the street improvements as require by the Design Review Committee Conditions of Approval. The Developer submitted the Faithful Performance, Labor and Material Bonds prior to the recordation of Tract Map 16322, which was approved by the City Council on February 3, 2004. The amounts required to secure the completion of the identified public improvements correspondent to the development of Tract 16322 are as follows:

- Faithful Performance - \$ 210,925.50
- Labor & Materials - \$ 105,462.75

## **ISSUES/ANALYSIS**

The owner 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, 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.

## **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 16322

## Exhibit "A"

### Improvement Bonds



**INSCO INSURANCE SERVICES, INC.**  
 Underwriting Manager for:  
 Developers Surety and Indemnity Company  
 Indemnity Company of California  
 17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BOND NO. 554046S  
 \$ 5,062.00 premium is for  
 a term of TWO year(s)

**SUBDIVISION IMPROVEMENTS  
 PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TRACT 16322 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Principal,  
 and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation organized and doing business under and by virtue of the  
 laws of the State of IOWA and duly licensed to conduct a general surety business in the State of California  
 as Surety, are held and firmly bound unto

CITY OF COLTON

as Obligee, in the sum of TWO HUNDRED TEN THOUSAND NINE HUNDRED TWENTY FIVE AND 50/100\*\*  
(\$210,925.50\*\*) Dollars, for which payment,  
 well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/Parcel) Map No. \_\_\_\_\_,  
16322 entered into an agreement or agreements with said Obligee to complete the improvements specified in  
 said agreement or agreements.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement  
 or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without  
 notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said  
 Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at ONTARIO,  
 California, this 26TH day of AUGUST, 2003  
YEAR

"PRINCIPAL"

"SURETY"

TRACT 16322, LLC A CALIFORNIA LIMITED  
LIABILITY COMPANY

DEVELOPERS SURETY AND INDEMNITY COMPANY

BY: Paul R Osborne, pres  
PAUL R. OSBORNE, PRESIDENT, VICTORIA HOMES, INC.  
It's manager

BY: Kelly A Saitman  
KELLY A. SAITMAN Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of San Bernardino ) ss.

On AUGUST 26, 2003 before me, Janet L. Miller, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Kelly A. Saitman  
Name(s) of Signer(s)

personally known to me  
 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.

Janet L. Miller  
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.

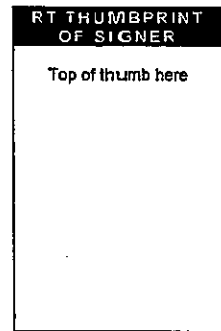
**Description of Attached Document**

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 \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



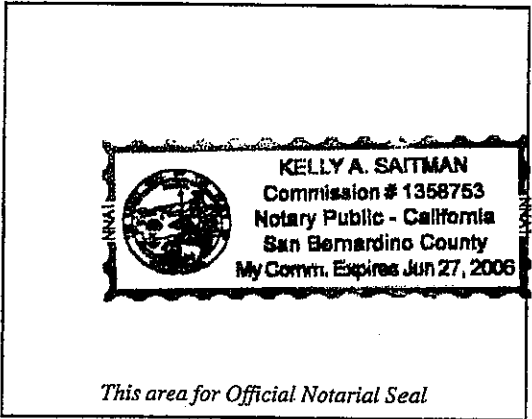
Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF California  
 COUNTY OF San Bernardino } SS.  
 on August 27, 2003 before me, Kelly A. Saitman, Notary Public  
 PERSONALLY APPEARED Paul R. Osborne

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/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.

WITNESS my hand and official seal.

Signature Kelly A. Saitman



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
President  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Performance Bond  
TITLE OF TYPE OF DOCUMENT

One  
NUMBER OF PAGES

8/26/03  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
 NAME OF PERSON(S) OR ENTITY(IES)  
Victoria Homes, Inc.

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



**INSCO INSURANCE SERVICES, INC.**

Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BOND NO. 554046S

PREMIUM INCLUDED  
IN PERFORMANCE BOND.

**SUBDIVISION IMPROVEMENTS  
LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TRACT 16322 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Principal,  
and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation organized and doing business under and by virtue of the  
laws of the State of IOWA and duly licensed to conduct a general surety business in the State of California  
as Surety, are held and firmly bound unto

CITY OF COLTON

as Obligee, in the sum of ONE HUNDRED FIVE THOUSAND FOUR HUNDRED SIXTY TWO AND 75/100\*\*\*  
(\$ 105,462.75\*\*\*) Dollars, for which payment,  
well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has entered into an agreement or agreements which are made a part of this bond, with the  
CITY OF COLTON as Obligee for the improvements in the  
subdivision designated as (Tract/Parcel) Map No. 16322, as required  
by the Government Code of California.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal fails to make payment to any contractor,  
his subcontractors, or to persons renting equipment or furnishing labor and materials to them for the improvement required by said  
agreement or agreements, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond.

This bond is executed and filed to comply with Section 66499 through and including Section 66499.10 of the Government Code  
of California as improvement security, and shall inure to the benefit of any and all contractors, their subcontractors and persons  
renting equipment or furnishing labor or materials to them for the improvement. Notice of extension of time for completion is waived  
by the Surety.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said  
Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at ONTARIO,  
California, this 26TH day of AUGUST, 2003  
YEAR

"PRINCIPAL"

"SURETY"

TRACT 16322 LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY

DEVELOPERS SURETY AND INDEMNITY COMPANY

BY: Paul R Osborne, pres  
PAUL R. OSBORNE, PRESIDENT, VICTORIA HOMES, INC.  
ITS Manager

BY: Kelly A Saitman  
KELLY A. SAITMAN Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of San Bernardino

ss.

On AUGUST 26, 2003 before me, Janet L. Miller, Notary Public

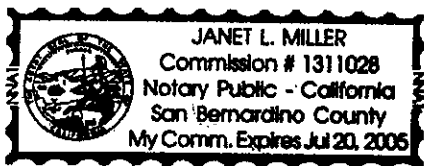
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Kelly A. Saitman

Name(s) of Signer(s)

- personally known to me
- 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.

*Janet L. Miller*  
 \_\_\_\_\_  
 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: \_\_\_\_\_

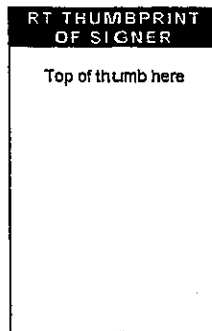
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_



STATE OF California

COUNTY OF San Bernardino

} SS.

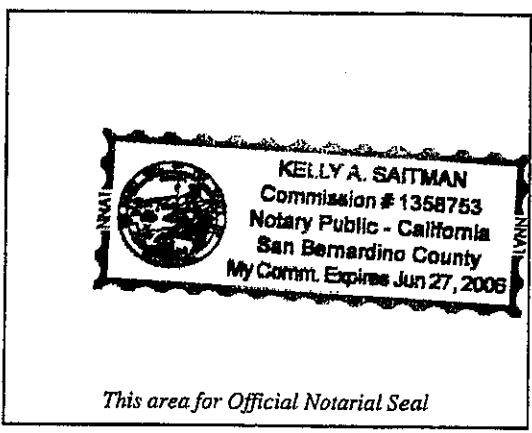
On August 27, 2003, before me, Kelly A. Saitman, Notary Public

PERSONALLY APPEARED Paul R. Osborne

*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/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.*

WITNESS my hand and official seal.

Signature *Kelly A. Saitman*



OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER  
President  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Labor & materials Bond  
TITLE OF TYPE OF DOCUMENT

One  
NUMBER OF PAGES

8/26/03  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
Victoria Homes, Inc.

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



## **DISCLOSURE RIDER**

### **Terrorism Risk Insurance Act of 2002**

The Terrorism Risk Insurance Act of 2002 created a three-year program under which the Federal Government will share in the payment of covered losses caused by certain events of international terrorism. The Act requires that we notify you of certain components of the Act, and the effect, if any, the Act will have on the premium charged for this bond.

Under this program, the Federal Government will cover 90% of the amount of covered losses caused by certified acts of terrorism, as defined by the Act. The coverage is available only when aggregate losses resulting from a certified act of terrorism exceed \$5,000,000.00. Insurance carriers must also meet a variable deductible established by the Act. The Act also establishes a cap of \$100 billion for which the Federal Government or an insurer can be responsible.

Participation in the program is mandatory for specified lines of property and casualty insurance, including surety insurance. The Act does not, however, create coverage in excess of the amount of the bond, nor does it provide coverage for any losses that are otherwise excluded by the terms of the bond, or by operation of law.

No additional premium has been charged for the terrorism coverage required by the Act.

**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
17780 Fitch, Suite 200  
Irvine, CA 92614  
(949) 263 3300  
[www.InscoDico.com](http://www.InscoDico.com)

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300**

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Jay P. Freeman, Kelly A. Saitman, Janet L. Miller, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8<sup>th</sup> day of January, 2002.

By:   
David H. Rhodes, Executive Vice President

By:   
Walter A. Crowell, Secretary

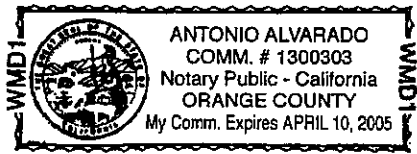


STATE OF CALIFORNIA            )  
  )SS.  
COUNTY OF ORANGE            )

On January 8, 2002, before me, Antonio Alvarado, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

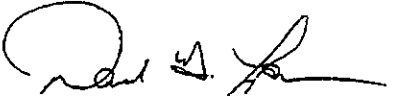
Signature 



**CERTIFICATE**

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26TH day of AUGUST, 2003.

By   
David G. Lane, Chief Operating Officer

## Exhibit "B"

### Subdivision Agreement

**CITY OF COLTON  
AGREEMENT  
FOR  
CONSTRUCTION OF IMPROVEMENTS**

**TRACT NO. 16322**

**WHEREAS**, the undersigned, Tract 16322, LLC, a California Limited Liability Company whose business address is 21385 Hill Road, Grand Terrace, California 92324 herein referred to as "Subdivider/Developer" has submitted to the City of Colton for its approval a Final Map of subdivision designated as Tract No. 16322 which map was prepared by Joseph E. Bonadiman & Associates Inc.

**WHEREAS**, the Subdivider/Developer has not completed all of the work, or made all of the improvements required by Subdivision Ordinance 1520 of the City of Colton requiring construction of improvements in conjunction with land division, subdivisions, and the like, hereinafter collectively referred to as said ordinance, and

**WHEREAS**, Subdivider/Developer desires to enter into an agreement providing for the completion of the work and the making of the improvements and to furnish security for the performance of this agreement in accordance with the provisions of said ordinance;

**NOW, THEREFORE**, in consideration of the approval of said Final Map by the City, and as a condition of such approval, the Subdivider/Developer promises and agrees at his own expense to do all of the work and improvements, without limitation by enumeration, consists of:

- Street improvement plans
- Sewer improvement plans
- Landscape plans
- Water improvement plans
- Storm Drain improvement plans
- Grading plans

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications, and any subsequent alterations thereto, which alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to the surety; provided, however, in the event the estimate cost of any changes or alterations in said work exceeds 10% of the surety shall be obtained, and absent such consent, the surety's obligations shall not then exceed the cost of improvements to be constructed under the said originally approved plans prior to said alteration; provided, further, in no event shall such charge result in exonerating the surety's obligations.

Such work shall be completed and improvements made within one year from the date of this agreement, unless such time be extended by the City upon written application of the Subdivider/Developer. Such application shall be made substantially in the form attached hereto. It is understood that by providing security for this agreement the surety consents in advance to

notices of such extension. The making of an application for an extension of time by the Subdivider/Developer shall, upon the granting of the application by the City, constitute a waiver by the Subdivider/Developer and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City within the period of four years immediately following the date to which the time of performance was extended.

The Subdivider/Developer further agrees that any and all grading done or to be done in conjunction with the development in the herein described Final Map shall conform to the requirements of the Colton Municipal Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the City of the work and improvements and prior to the release by the City of the surety guaranteeing performance of this agreement, in order that said improvements will not be endangered by improper drainage or other hazards.

The Subdivider/Developer promises and agrees to maintain all of the improvements to be constructed under this contract in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not be limited to by this enumeration, sweeping, repairing and maintaining in good and safe condition all streets and street improvements. It shall be the Subdivider/Developer's responsibility to initiate this work, but if he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer or his designee of the City. Upon failure of the Subdivider/Developer to properly maintain, the City may do all necessary work required by this paragraph, the cost hereof being chargeable to the Subdivider/Developer and his surety under this agreement. The Subdivider/Developer and his surety further agree under this agreement to hold the City and its officers and employees free and harmless from any claim, demand or action for damages, injury or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act or omission in connection with any of the maintenance activities required under this paragraph, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this contract.

The Subdivider/Developer shall be responsible for maintaining all improvements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of the contract, and it is further agreed that upon completion and acceptance of the improvements by the City of Colton the liability of the surety for no less than ten percent (10%) of the face amount thereof or \$300.00, whichever is greater, will continue for the purpose of guaranteeing maintenance of the improvements for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this contract with the City of Colton.

If the Subdivider/Developer and the surety fail to install all or any part of the improvements required by this agreement within the time set forth herein, or fail to comply with any other obligation contained herein, they shall be jointly and severally liable to the City for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

The Subdivider/Developer agrees to dedicate to City any and all off-site public utility easements deemed necessary by City to adequately serve the development.

It is further understood and agreed upon default of any obligation hereunder, and at any time after any such default, the City may make written demand upon the Subdivider/Developer or surety or both to immediately remedy the default or complete the work. If said remedial activities or completion of work are not commenced within seven days after such demand is made and are not hereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the expense and obligation of the Subdivider/Developer and surety and all without the necessity of giving any further notice to the Subdivider/Developer or surety before the City performs or arranges for performance of any remaining work or improvements, and whether or not the Subdivider/Developer or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider/Developer or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

The Subdivider/Developer shall provide security in the amount of \$ 210,925.50 ( Two Hundred Ten Thousand Nine Hundred Twenty Five Dollars and 50/100) to guarantee the performance of this agreement. In addition, the Subdivider/Developer shall provide security in the amount of \$ 105,462.75 ( One Hundred Five Thousand Four Hundred Sixty Two Dollars and 75/100) to guarantee payment to any contractors, sub-contractors, and persons furnishing labor, materials, and equipment to them for the performance of the work herein described. Said security shall be in the form of Corporate surety bonds or cash deposits, etc. The surety company that guarantees said improvement/labor shall be an admitted carrier in the State of California.

The Subdivider/Developer further acknowledges and agrees that , if at the time Final Map is approved by the City Council, the plans for the improvements required herein have not been approved by the City, then the Subdivider/Developer agrees to install all such improvements in accordance with the plans and specifications as they are finally approved, including all changes, modifications and corrections as may be required by the City, Riverside County Flood Control District, and any other agency having jurisdiction, and shown thereon.

The Subdivider/Developer further agrees to install all such improvements in accordance with any and all changes that may be required by field conditions that may arise during construction.

The Subdivider/Developer also agrees to make certain that each and every contractor and sub-contractor intending to work on the construction of the improvements required herein, (a) is properly licensed, (b) obtain a business license from the City, (c) has proper and sufficient liability insurance, (d) has the approved plans, (e) has the approved cut sheet, when they are required, (f) has all necessary and required public works, excavation or other permits as issued by the City and required to be obtained by the contractor or sub-contractor.

The Subdivider/Developer shall also provide a Cash Deposit to insure installation of all monuments in the amount of \$ 9,000.00 ( **Nine Thousand Dollars and 0/100**). If any of the foregoing documents are missing or not in proper order, the contractor or sub-contractor shall not start work until such time as the documents are obtained and/or brought into proper order. The determination of whether or not the foregoing documents meet the City's requirements shall be made exclusively by the City, and the Subdivider/Developer, his contractors and sub-contractors collectively and individually agree to abide by that determination.

The Subdivider/Developer acknowledges and agrees to City regulations governing signs and advertising structures. Subdivider/Developer agrees and consents to removal by the City of all signs erected, placed, or situated in violation of any City ordinance governing size, location, or required permits. Removal shall be at the expense of the Subdivider/Developer and Subdivider/Developer shall indemnify and hold the City free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by the City, its agents or employees. Subdivider/Developer agrees that said signs may be erected only pursuant to a permit issued by the City upon payment of necessary fees or deposits.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them, or any of their authorized representatives.

IN WITNESS WHEREOF, the Subdivider/Developer has caused this agreement to be executed this 8<sup>th</sup> day of August 2003.

(Signatures must be the same on Surety)

**SUBDIVIDER/DEVELOPER**

BY: Paul R Osborne, pres  
Paul Osborne, President  
Victoria Homes Inc.

**CITY OF COLTON**

BY: \_\_\_\_\_  
Amer Jakher P.E.,  
City Engineer

Exhibit "C"

Tract Map 16322

APRIL 2005

56 LOTS, 11.12 ACRES

# TRACT MAP No. 16322

IN THE CITY OF COLTON

LOT 6 OF MERRYFIELD'S SUBDIVISION, IN THE CITY OF COLTON,  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT  
RECORDED IN BOOK 12 OF MAPS, PAGE 53, RECORDS OF SAID COUNTY.

JOSEPH E. BONADIAN & ASSOCIATES, INC.  
SAN BERNARDINO, CA.

### Owner's Statement

We hereby certify that we are 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 recording of this parcel map. We hereby dedicate to the city of Colton "A," "B," & "C" streets and the additional dedications on Lark Street and Rosedale Avenue as shown on said map.

TRACT 16322, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
by: Verona Homes, Inc., Manager

By: Paul R. Osborne  
PAUL R. OSBORNE, PRESIDENT DATE  
11/10/04

BUSINESS BANK OF CALIFORNIA

AS BENEFICIARY UNDER DEED OF TRUST,  
RECORDED FEBRUARY 20, 2003 AS INSTRUMENT  
NO. 2003-018417 OF OFFICIAL RECORDS.

RAUL MADRID, A SINGLE MAN

AS BENEFICIARY UNDER DEED OF TRUST,  
RECORDED MARCH 23, 2001 AS INSTRUMENT  
NO. 2001-018783 OF OFFICIAL RECORDS.

### Notary Acknowledgment

State of California }  
County of San Bernardino }

On this 11-7-04 day of NOVEMBER, 2004, before me, James Belovic, SUP  
personally appeared Paul R. Osborne  
personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand: James Belovic, SUP County, SAN BERNARDINO

Signature: Paul R. Osborne My principal place of business is: 1756 HUND Lane  
Notary Public in and for said state. SAN BERNARDINO CA 92408

Signature: J. DALTON My Commission expires 6-11-05  
Name

### Notary Acknowledgment

State of California }  
County of }  
County of: }

On this 10TH day of NOVEMBER, 2003, before me, DIANE L. SLEYKO  
personally appeared DIANE L. SLEYKO  
personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand: In RIVERSIDE County.

Signature: Diane L. Sleyko My principal place of business is:  
Notary Public in and for said state. 321 E. SIXTH STREET  
CORONA, CA 92879

Signature: DIANE L. SLEYKO My Commission expires AUGUST 6, 2006  
Name

### Engineer's Statement

This map was prepared by me or under my direction and is based upon field survey in conformance with the requirements of the subdivision map act and local ordinances of the County of San Bernardino, State of California, as of the date of the filing of the annexed map with the County Recorder on March 2, 2002. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any. All monuments shown hereon are of the character and occupy the positions indicated, or will be set in such positions within one year from recording of this map.

By: Joseph C. Bonadian 4203  
Joseph C. Bonadian Date:  
R.C.E. No. 30228 Expires: 3/31/04  
CIVIL



### City Engineer's Statement

I hereby certify that I have examined the annexed map, and that the subdivision shown thereon is substantially the same as it appears on the tentative map, if required, and my approved alterations thereon, and that all provisions of the Subdivision Map Act and the City of Colton Subdivision Ordinances have been complied with.

Amer Jettler, R.C.E. 50932  
City Engineer, City of Colton  
License expires: 4-30-05



I hereby state that I have examined the annexed map, and that I am satisfied the annexed map is technically correct.

By: Joseph C. Bonadian Date: 11/6/04  
Joseph C. Bonadian  
Notary Public in and for said state  
License expires: 3/31/07

### Signature Omissions

Pursuant to the provisions of section 56436 (a)(5)(A) of the subdivision map act, the following signatures have been omitted: Their interest cannot ripen into a fee.

AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES REDRAWN IN BOOK 348, PAGE 17 OF DEEDS (THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM THE PUBLIC RECORD.)

### Notary Acknowledgment

State of California }  
County of San Bernardino }

On this 26th day of JANUARY, 2004, before me, Barbara J. Bradman  
personally appeared Barbara J. Bradman  
personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand: In SAN BERNARDINO County.

Signature: Barbara J. Bradman My principal place of business is:  
Notary Public in and for said state. 577 W. 23rd Street  
SAN BERNARDINO, CA 92410

Signature: BARBARA J. BRADMAN My Commission expires JULY 28, 2006  
Name

### Board of Supervisor's 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 on taxes, which at the time of the filing of the annexed map with the County Recorder are a lien against said property, but not yet payable, and that the said bond is filed with me as certificate by the proper officer giving the estimate of the amount of said taxes and assessments, and said bond is hereby accepted.

Date: \_\_\_\_\_ Eastern Serrail  
Clerk of the Board of Supervisors of the County of San Bernardino

By: \_\_\_\_\_ Deputy

### 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 on taxes except taxes or special assessments not yet payable, estimated to be \$ \_\_\_\_\_

Date: \_\_\_\_\_ Larry Seltzer  
County Auditor, County of San Bernardino

By: \_\_\_\_\_ Deputy

### City Council Certificate

Resolved by the City Council of the City of Colton, County of San Bernardino, State of California, that this map of Parcel no. 15854, The foregoing dedications, subject to their improvements for street purposes, of public thoroughfares, being one in the same, shown on said map are hereby accepted. The foregoing resolution was adopted by the City of Colton on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by the following vote:

AYES \_\_\_\_\_ Date: \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSENT \_\_\_\_\_

City Clerk, City of Colton

I HEREBY APPROVED THE FOREGOING RESOLUTION

MAYOR, CITY OF COLTON

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_  
DATE OF \_\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_  
IN THE AMOUNT OF \$ \_\_\_\_\_

LARRY WALKER  
CLERK-CONTROLLER/RECORDER  
COUNTY OF SAN BERNARDINO

DEPUTY RECORDER

APRIL, 2005

56 LOTS, 11.12 ACRES

# TRACT MAP No. 16322

SHEET 2 OF 2

IN THE CITY OF COLTON  
LOT 6 OF MERRYFIELD'S SUBDIVISION, IN THE CITY OF COLTON,  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT  
RECORDED IN BOOK 12 OF MAPS, PAGE 53, RECORDS OF SAID COUNTY.

JOSEPH E. BONADMAN & ASSOCIATES, INC.  
SAN BERNARDINO, CA.

### DATA SCHEDULE:

NUMBER	MARKER	DETAILED ANGLES	LONG LENGTH	TRANSIT
C1	50.00	0613305	3.96	11.84
C2	70.00	0911307	118.29	28.84
C3	350.00	2703029	144.26	23.31
C4	190.00	2733223	50.96	10.43
C5	50.00	1020718	11.08	18.53
C6	50.00	2033223	23.56	12.43
C7	50.00	0917450	10.23	38.12
C8	70.00	2020718	30.36	18.67
C9	50.00	2120718	28.56	10.43
C10	70.00	1547014	108.49	210.88
C11	50.00	2220723	19.22	17.78
C12	50.00	0720700	1.26	0.82
C13	50.00	2333223	30.36	18.43
C14	50.00	2220723	19.22	26.43
C15	70.00	2020718	30.36	24.37
C16	70.00	2020718	34.91	17.38
C17	50.00	2333223	28.56	18.43
C18	70.00	1182011	144.70	117.28
C19	1970.00	0217331	79.00	38.38
C20	11970.00	0220720	88.72	142.87
C21	1970.00	0333223	57.50	28.13
C22	280.00	0217331	80.00	40.03
C23	280.00	0217331	80.01	40.01
C24	280.00	0217331	80.01	40.01
C25	280.00	0217331	80.01	40.01
C26	280.00	0217331	80.01	40.01
C27	280.00	0217331	80.01	40.01
C28	280.00	0217331	80.01	40.01
C29	280.00	0217331	80.01	40.01
C30	280.00	0217331	80.01	40.01
C31	280.00	0217331	80.01	40.01
C32	280.00	0217331	80.01	40.01
C33	280.00	0217331	80.01	40.01
C34	280.00	0217331	80.01	40.01
C35	280.00	0217331	80.01	40.01
C36	280.00	0217331	80.01	40.01
C37	280.00	0217331	80.01	40.01

### ENGINEER'S NOTES

- BASE OF RECORDS: AN EXTENSION OF ROSDALE AVENUE AS ADJUSTED FOR TRACT NO. 13061, RECORDED IN BOOK 12, PAGE 45-46 OF SAID COUNTY.
- CONVERT SET 1" FROM P.P.S. WITH PLASTIC PLUM D-3022, FUSH
- CONVERT SET 1" FROM P.P.S. TANKED D-3022, PLUM
- CONVERT FROM ANGLEMAN AS NOTED.
- (21.23) DISTANCE RECORD DATA PER TRACT NO. 13061, 200/83-84.
- (21.23) DISTANCE RECORD DATA PER TRACT NO. 6152, 80/12-13.
- (21.23) DISTANCE RECORD DATA PER RECORD OF SURVEY 33/08.
- (21.23) DISTANCE RECORD DATA PER RECORD OF SURVEY 1/95.
- (21.23) DISTANCE RECORD DATA PER RECORD 1-30-01, 45 GEE, NO. 207-500-04.
- R.E.M.
- DISTANCES RECORDED & MEASURED.
- SET 1" FROM RECORDING TAPE D-3022 ON ALL NEAR LOT CORNERS. DISTANCE RECORDING TAPE D-3022 AND PLUM TANGED D-3022 IN TOP OF CURB ON LOT 124 VARIATION.
- ALL DISTANCES SHOWN ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.
- THIS TRACT CONTAINS 11.1 ACRES.

