Yucaipa Valley Water District

Workshop Memorandum 12-053

Date: **March 13, 2012**

Subject: **Development Agreement for Tract No. 13375 Located on Oak Glen Road Approximately 1,500 Feet East of Fremont Street, Yucaipa**

At the board meeting held on March 7, 2012, the District staff presented the attached development agreement for consideration [Director Memorandum No. 12-020]. During the discussion of this item, the project owner provided a letter (see page 12 of 19) questioning the following issues: (1) the requirement to provide an easement for the infrastructure owned and operated by the District; and (2) the bonding requirements for the project.

Instead of taking action on the development agreement, the Board of Directors believed it would be prudent to discuss these issues in detail at a board workshop.

Agreement: 02-2012
Project File: P-65-67

AGREEMENT TO PROVIDE WATER AND SEWER SERVICE TO THE PRIVATE DEVELOPMENT OF TRACT NO. 13375 FOR THE PURPOSE OF INDIVIDUAL LOT SALES

This Agreement is made and effective on March 7, 2012, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("District") and Richard Siegmund, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Contact information for the parties is as follows:

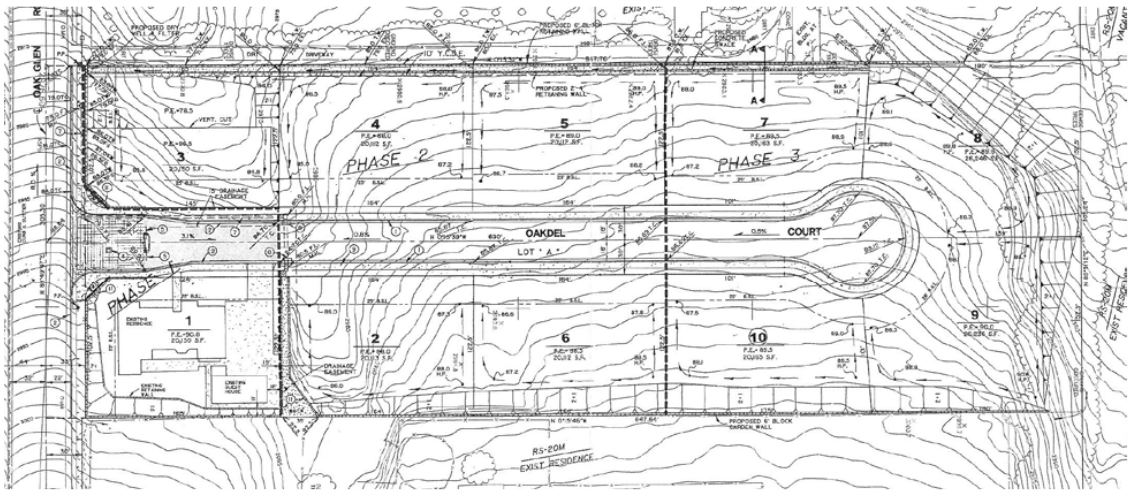
DISTRICT:
Yucaipa Valley Water District
12770 Second Street
Post Office Box 730
Yucaipa, California 92399-0730
Attn: Joseph B. Zoba, General Manager
Telephone: (909) 797-5119
Facsimile: (909) 797-6381

DEVELOPER:
Richard Siegmund
Post Office Box 968

Yucaipa, California 92399
Attn: Richard Siegmund
Telephone: (951) 538-1525
Facsimile: (951) _____

PROJECT DESCRIPTION

This project involves the development of nine residential lots; each lot is greater than 20,000 square feet in size as shown on the following map. Water and sewer infrastructure will be constructed by the Developer to provide service to each of the nine lots on Oakdel Court. The Parties agree that Tract No. 13375 will only be recorded following the issuance of a written release by the Yucaipa Valley Water District indicating the completion of all water and sewer facilities and payment of applicable fees as identified within this Agreement. Only after the Yucaipa Valley Water District approves and accepts all water and sewer infrastructure within the Project Tract No. 13375 and the Tract Map is recorded by the City of Yucaipa, will the Developer conduct a transaction with another party to sell part, portions or individual lots within this development.



Agreement: 02-2012
Project File: P-65-67

RECITALS

WHEREAS, Developer desires to develop its property situated within the service area of the District as described above, herein referred to as the "Project"; and

WHEREAS, Developer proposes to develop the Property in the manner generally proposed and in accordance with the currently approved maps and construction drawings reviewed and approved by the Yucaipa Valley Water District; and

WHEREAS, Developer desires to obtain water (as used herein, "water" includes recycled water where applicable) and sewer service from the District for its development in accordance with the District's Rules, Regulations and Policies; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide water and sewer service to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

1. General Description. The Developer proposes to develop its Property as provided on the development construction drawings as approved by the District which includes Facilities (the "Facilities") necessary for the District to provide drinking water, sewer service and recycled water to the Project, which Facilities are described in Section 19 below. Once constructed by the Developer and accepted by the District, title to the Facilities (and associated right-of-way) shall be conveyed by the Developer to the District, and the District shall operate and maintain the Facilities and shall provide water and sewer service to the Developer's Project in accordance with the District's rules and regulations and the provisions of this Agreement.

2. Licensed Professionals. All work, labor and services performed and provided in connection with the preparation of real property and right-of-way surveys and descriptions, the preparation of construction specifications, plans and drawings, and the construction of all facilities, shall be performed by, or under the direction of, professionals appropriately licensed by the State of California and in good standing.

3. Plan Acceptance. The District shall review and approve all construction drawings and specifications ("Plans") related to the construction of the facilities necessary to serve the Project. Upon its final review and approval of the plans, the District shall sign the construction drawings ("Plan Acceptance") indicating such approval. Plans are subject to an annual review by the District and modifications may be made by the District to conform to revised construction standards.

The Developer shall not permit, or suffer to permit, the construction of the Facilities without having first obtained Plan Acceptance. In the event the Developer fails or refuses to obtain the Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance when the Facilities are completed.

The Developer shall not deviate from any approved plans and/or specifications without the District's prior written approval.

Agreement: 02-2012
Project File: P-65-67

4. Construction of Facilities. Prior to proceeding with the construction of the Facilities, the Developer shall schedule and conduct a preconstruction conference with the District's General Manager and the District Engineer and/or their designees or agents.

All construction work shall be inspected by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Plans subject to a Plan Acceptance, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.

In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance to coordinate inspection services. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.

5. Facility Acceptance. After the testing and disinfection required in Section 9 below, the District shall, upon request of Developer, cause the final inspection of a Facility which developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Plans for which a Plan Acceptance has been issued, then the District shall promptly issue to Developer a letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against Developer for any defects in the work performed, the materials provided, or the Facilities constructed.

6. Construction of Connections to DISTRICT Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Facilities and the District's drinking water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.

7. Compliance with Law and DISTRICT Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, rules, regulations and policies in effect at the time of construction. The Developer shall strictly comply with all applicable law, rules and regulations, concerning the provision of services, materials and the payment of wages. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.

8. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of water or sewer service.

Agreement: 02-2012
Project File: P-65-67

9. **Testing and Disinfection**. Prior to Facility Acceptance, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program for all Facilities and shall disinfect all Facilities in accordance with the District's procedures and other applicable laws, rules and regulations.

10. **Bond Requirements**. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:

a. Warranty Bond. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of Facility Acceptance.

b. A Labor and Materials Payment Bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 3247 and 3248(a).

c. Miscellaneous Bond Requirements. All bonds required by this Section shall be provided to the District within sixty (60) days of the date that this Agreement was approved by the District's Board of Directors. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.

11. **Title to Facilities and Right-of-Way**. Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

12. **Risk of Loss**. Until such time as acceptance thereof by the District and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities.

Agreement: 02-2012
Project File: P-65-67

13. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's project or any part thereof, including model homes, until after all of the appropriate obligations imposed upon the Developer have been completed including, without limitation, conveyance to the District of the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and the Facilities and upon such other terms and conditions as may be reasonable, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its rules and regulations and shall be comparable in quality of service to that provided all similarly situated customers.

14. Developer's Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to the Facilities. The Developer shall deposit with the District, to be held in a trust account administered by the District, the sum of 10% of the construction costs as a deposit 30 days prior to the start of any construction at the Project.

The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit. The District shall provide a monthly accounting of how funds were disbursed. The Developer further agrees to periodically and promptly replenish, upon a billing issued therefore by the District, the trust fund in order to maintain a minimum amount as specified by the District. Should any unexpended funds remain in the trust account upon termination of this Agreement, then such funds shall be reimbursed to the Developer.

16. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Project is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges to the Developer's entitlements including permits, licenses and CEQA documents.

17. Indemnification and Hold Harmless. The Developer and the District agree that the District should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by Developer of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible to the District, except for liability attributable to the District's active negligence.

Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here. Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the

performance by Developer of this Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District.

18. **Insurance**. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

a. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than $1,000,000 per occurrence for all coverages and $2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than $2,000,000 per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than $1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.

d. The Developer and the District further agree as follows:

i. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

ii. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.

iii. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.

iv. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.

v. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

19 **Special Conditions**. The following conditions, being contained herein, will be required by the District in order to receive water, recycled water and sewer service for the Project.

a. Potable Water Related Facilities. An existing potable water pipeline currently exist within the southerly boundary of Tract No. 13375 and shall be extended north within the development to serve the individual lots pursuant to Yucaipa Valley Water District rules and regulations as well as all current applicable standards for dual plumbed homes and fire sprinkler service.

b. Sewer Related Facilities. An existing sewer mainline currently exists within the southerly boundary of Tract No. 13375 and shall be extended north within the development to serve the individual lots pursuant to Yucaipa Valley Water District rules and regulations.

c. Recycled Water Related Facilities. The existing home on Lot 1 and entrance feature for the development was constructed prior to the installation of any recycled water infrastructure. Due to the current progress of the development, a recycled water pipeline will not be required to be installed to provide service to lots within Tract No. 13375. However, Lots 2, 4, 5, 6, 7, 8, 9, and 10 will be required to have a second water meter for irrigation purposes and dedicated for the use of recycled water in the future. The recycled water meter shall be identified as such in accordance with local and state laws and connected to the potable water mainline until a recycled water pipeline is constructed within the Project in the future.

d. Individual Lot Sale Requirements. This project involves the development of nine residential lots (lots 2, 3, 4, 5, 6, 7, 8, 9, and 10), each lot being greater than 20,000 square feet in size. Water and sewer infrastructure will be constructed by the Developer

to provide service to each of the nine lots on Oakdel Court. The Parties agree that Tract No. 13375 will only be recorded by the City of Yucaipa following the issuance of a written release and approval by the Yucaipa Valley Water District indicating the completion of all water and sewer facilities and payment of applicable fees as identified within this Agreement. Only after the Yucaipa Valley Water District approves and accepts all water and sewer infrastructure within the Project Tract No. 13375 and the Tract Map is recorded by the City of Yucaipa, will the Developer conduct a transaction with a third party to sell part, portions or individual lots within this Project or obtain a building permit for the construction of a home on any lot identified in this Agreement.

e. Irrigation with Recycled Water. The Developer shall provide written notification to any buyer, with copies to the District, summarizing: (1) the securitization of water supplies in advance of construction pursuant to the District's latest sustainability requirements; (2) facility capacity charges required prior to building permits; and (3) the anticipated use of recycled water for irrigation purposes.

f. The Developer shall be responsible for the payment of all invoices related to the Project. Any outstanding invoice amount is required to be paid prior to starting service to any lot within the Project.

20. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:

a. If the Project related trust account maintains a negative fund balance for greater than 60 days, or if the Developer fails or refuses to make a trust account deposit sufficient to cure a negative account balance;

b. Within 6 months of the effective date of this Agreement, if the initial construction contemplated hereunder has not commenced within such time;

c. Immediately, upon abandonment or bankruptcy by the Developer of the Project and/or the work hereunder;

d. Within 15 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

Any termination of this Agreement shall not be construed as a waiver of any claim the District may have against the Developer or that the Developer may have against the District.

In the event of termination, and in order to counteract any threat to the public's health, safety or welfare, the District shall have the right, without liability to the Developer, to complete, at the Developer's non-reimbursable expense, all or a portion of the Facilities constructed pursuant to this Agreement.

Notwithstanding the foregoing, the Indemnification clauses contained herein shall survive the termination of this Agreement:

Agreement: 02-2012
Project File: P-65-67

21. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.

22. Amendment; Assignment.

a. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement of the District and the Developer, in writing signed by both parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Project, the Parties shall meet, confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.

b. Assignment. This Agreement shall not be assigned, whether in whole or in part, by the Developer without the prior written consent of the DISTRICT.

23. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.

24. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

25. Waiver. No waiver by either party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

26. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.

27. District's Disclaimer. Utilizing fees and facilities provided to the District by the Developer, the District will supply potable water, recycled water, and wastewater collection and treatment services to the Developer's Property and development thereon. However, the District shall not be obligated to utilize public funds to subsidize the Developer's Project. The District shall not be obligated to provide water service to the Project prior to the purchase of sustainability sources in a manner consistent with the latest rules and regulations as set forth by the District.

28. Preparation of This Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

29. Dispute Resolution. Unless the parties enter into a written stipulation to the contrary, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon in accordance with its rules for such mediation.

Agreement: 02-2012
Project File: P-65-67

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____

_____
Print Name

_____
Print Title

DEVELOPER

Dated: _____ By: _____

_____
Print Name

_____
Print Title

SIGLAND & ASSOCIATES
SURVEYING & LAND DEVELOPMENT
CONSULTANT

For Mail
P.O. BOX 968
YUCAIPA, CA 92399

826 W. BROOKSIDE, STE. D
REDLANDS, CA 92373
951-538-1525

March 7, 2012

Board of Directors
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

Tract 13375, Oakdel Court
Development Agreement

I have reviewed the Developers Agreement as being presented today. I accept all of the terms of the agreement, accept the wording for an easement for your utilities and the requirement to bond for labor and materials.

The wording in items 1, 11, and 12 needs to change, to reflect the manner in which Yucaipa Valley Water District will be receiving an easement, for water and sewer. There will be no title document recorded to Yucaipa Valley Water District. The easement will be dedicated on the recorded Tract Maps for the three phases. Your agreement should read "Grant of easement as shown on recorded Tract 13375-1 and Tract 13375-2 and Tract 13375" in lieu of "title to" as written in the agreement.

I hereby request that Items 10 b. and 10 c. be deleted. I will be paying for labor and materials directly to our contractor. I will be receiving a lien release from both the material suppliers and releases from all the labor. It makes no sense for me to bond for what I have monies for and will be paying. Bonding costs from 3% to 4% of the bond amount. Sewer is estimated to be $46,000 and Water is estimated to be $60,000. I would therefore need to bond an amount of $106,000 at a cost of between $3,180 to $4,240 to insure that I would pay my Contractor. Your agency will not give me a final and provide a clearance to record the Tract Maps or provide Water and Sewer service until I provide clearances that labor and materials have been paid. What purpose do the bonds provide?

Richard P. Siegmund,

OWNER'S STATEMENT

WE HEREBY STATE 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 FINAL MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, CITY HIGHWAYS, AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS, OAK GLEN ROAD, AS SHOWN ON THE ANNEXED MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF YUCAIPA.

WE ALSO IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, ALL RIGHTS OF VEHICULAR INGRESS TO AND EGRESS FROM LOT 1, OVER AND ACROSS THE SOUTHERLY LINE OF SAID LOT ABUTTING OAK GLEN ROAD.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENIFIT OF INGRESS, EGRESS, PRIVATE ROADS AND UTILITIES, OVER, UNDER AND ACROSS LOT "A", AS DELINEATED ON SAID MAP.

TRUSTEES OF THE SIEGMUND TRUST DATED NOVEMBER 6, 2001

RICHARD P. SIEGMUND
TRUSTEE

PAMELA L. RIEGER-SIEGMUND
TRUSTEE

SHEET 1 OF 3 SHEETS

IN THE CITY OF YUCAIPA

TRACT 13375-1

BEING A DIVISION OF THE WEST 1/2 OF LOT 20 AND THE WEST 1/2 OF THE SOUTH 220 FT. OF LOT 18, BLOCK "A" OF YUCAIPA VALLEY COLONY SUBDIVISION # 1, AS PER PLAT RECORDED IN MAP BOOK 16, PAGES 65 & 66 RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

SIGLAND & ASSOCIATES

APRIL 2007

OWNER'S STATEMENT

WE HEREBY STATE 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 FINAL MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, CITY HIGHWAYS, AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS, OAK GLEN ROAD, AS SHOWN ON THE ANNEXED MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF YUCAIPA.

WE ALSO IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, ALL RIGHTS OF VEHICULAR INGRESS TO AND EGRESS FROM LOT 1, OVER AND ACROSS THE SOUTHERLY LINE OF SAID LOT ABUTTING OAK GLEN ROAD.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFIT OF INGRESS, EGRESS, PRIVATE ROADS AND UTILITIES, OVER, UNDER AND ACROSS LOT "A", AS DELINEATED ON SAID MAP.

TRUSTEES OF THE SIEGMUND TRUST DATED NOVEMBER 6, 2001

RICHARD P. SIEGMUND
TRUSTEE

PAMELA L. RIEGER-SIEGMUND
TRUSTEE

BOARD OF SUPERVISORS CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 2,400.00 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 THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: 04/22/08

DENA M. SMITH,
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

BY: Deni Mooney 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 AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $ 2,400.00

DATED: 04/22/08

LARRY WALKER,
COUNTY AUDITOR / CONTROLLER - RECORDER,
COUNTY OF SAN BERNARDINO

BY: Deni Mooney
DEPUTY

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED: 04/23/08

MICHAEL W. RAIHLE, COUNTY SURVEYOR.
COUNTY OF SAN BERNARDINO

BY: , DEPUTY

L.S. NO. 8302 EXP. DATE: 12/31/09

PROFESSIONAL LAND SURVEYOR RYAN S. HUNSICKER PLS No. 8302 Exp. 12-31-09 STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

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

DATED: 5/13/08

RAYMOND A. CASEY, CITY
ENGINEER, CITY OF YUCAIPA

R.C.E. NO. 41880
EXPIRATION DATE: 3/31/10

REGISTERED PROFESSIONAL ENGINEER RAYMOND A. CASEY No. 41880 Exp. 3/31/10 CIVIL STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF YUCAIPA DULY APPROVED THE ANNEXED MAP OF TRACT 13375-1 AND ACCEPTED OAK GLEN ROAD SUBJECT TO ITS IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS AND ALSO ACCEPTS THE ACCESS RIGHTS.

DATED: 5-13-08

BY: Jennifer Shankland

JENNIFER SHANKLAND
DIRECTOR OF GENERAL SERVICES,
CITY CLERK, CITY OF YUCAIPA.

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 ORDINANCE AT THE REQUEST OF RICHARD P. SIEGMUND ON APRIL 1, 2007. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 15, 2008 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: 3-01-08

RICHARD P. SIEGMUND P.L.S. 3490

LICENSED LAND SURVEYOR RICHARD PAUL SIEGMUND No. 3490 Exp. 6-30-08 STATE OF CALIFORNIA

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING PARTIES BEING THE OWNERS OF EASEMENTS FOR THE NATURE AS DENOTED BELOW AND DISCLOSED BY THOSE DOCUMENTS RECORDED IN PUBLIC RECORDS OF SAN BERNARDINO COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST CANNOT REPEN INTO A FEE.

1. SOUTH MOUNTAIN WATER COMPANY, A CORPORATION, THE OWNER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED JUNE 9, 1899, IN BOOK 265, PAGE 278 OF DEEDS. CANNOT BE LOCATED FROM PUBLIC RECORDS.
2. WILLIAM H. PATTON AND MARY J. PATTON, THE OWNER'S OF EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED FEBRUARY 17, 1916, IN BOOK 583, PAGE 229 OF DEEDS. CANNOT BE LOCATED FROM PUBLIC RECORDS.
3. YUCAIPA WATER COMPANY No. 1 AND SECTION 30, MUTUAL WATER COMPANY, A CORPORATION, THE OWNER OF AN EASEMENT FOR PIPELINES AND WATER SYSTEM PER DOCUMENT RECORDED MAY 8, 1912 IN BOOK 505, PAGE 56, AND FEBRUARY 28, 1923, IN BOOK 782, PAGES 386 TO 389, INCLUSIVE, OF DEEDS. CANNOT BE LOCATED FROM PUBLIC RECORDS.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON April 23, 2008 BEFORE ME, Kris Cordova Notary Public,
PERSONALLY APPEARED Richard P. Siegmund and Pamela L. Rieger-Siegmund,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE 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: K Cordova Kris Cordova
PRINT NAME

MY COMMISSION EXPIRES: 7-28-2010 NOTARY COMMISSION # 1680889

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.

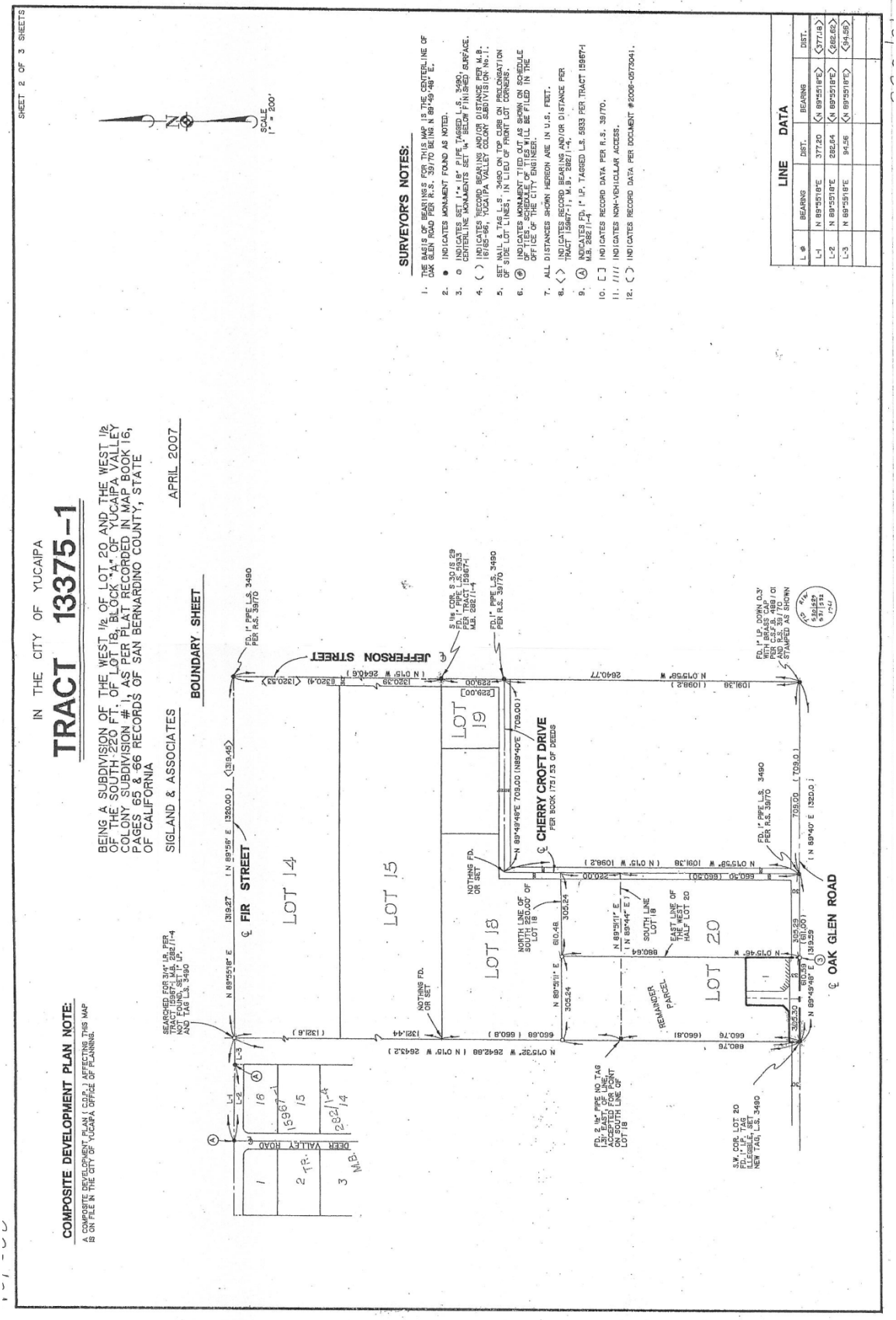
SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2008-0224475,
THIS 16TH DAY OF MAY, 20 08, AT 1:33 P.M. IN BOOK 332
OF TRACT MAPS AT PAGE 30-32, AT THE REQUEST
OF LAWYER'S TITLE,
IN THE AMOUNT OF $ 14.00.

LARRY WALKER
COUNTY AUDITOR / CONTROLLER - RECORDER
COUNTY OF SAN BERNARDINO

BY: Diana L. Bernardy
DEPUTY RECORDER

J.N. 86-33


SHEET 2 OF 3 SHEETS
IN THE CITY OF YUCAIPA
TRACT 13375-1
BEING A SUBDIVISION OF THE WEST 1/2 OF LOT 20 AND THE WEST 1/2 OF THE SOUTH 220 FT. OF LOT 18, BLOCK "A" OF YUCAIPA VALLEY COLONY SUBDIVISION #1, AS PER PLAT RECORDED IN MAP BOOK 16, PAGES 65 & 66 RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA
SIGLAND & ASSOCIATES
APRIL 2007
BOUNDARY SHEET
COMPOSITE DEVELOPMENT PLAN NOTE:
A COMPOSITE DEVELOPMENT PLAN (C.D.P.) AFFECTING THIS MAP IS ON FILE IN THE CITY OF YUCAIPA OFFICE OF PLANNING.
SCALE 1" = 200'
SURVEYOR'S NOTES:
1. THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF OAK GLEN ROAD PER R.S. 39/70 BEING N 89°49'40" E.
2. ● INDICATES MONUMENT FOUND AS NOTED.
3. ⊙ INDICATES SET 1"x 18" PIPE TAGGED L.S. 3490, CENTERLINE MONUMENTS SET 1/4" BELOW FINISHED SURFACE.
4. ( ) INDICATES RECORD BEARING AND/OR DISTANCE PER M.B. 16/65-66, YUCAIPA VALLEY COLONY SUBDIVISION No.1.
5. SET NAIL & TAG L.S. 3490 ON TOP CURB ON PROLONGATION OF SIDE LINES IN LIEU OF FRONT LOT CORNERS.
6. (B) INDICATES MONUMENT TIED OUT AS SHOWN ON SCHEDULE OF TIES. SCHEDULE OF TIES WILL BE FILED IN THE OFFICE OF THE CITY ENGINEER.
7. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET.
8. < > INDICATES RECORD BEARING AND/OR DISTANCE PER TRACT 15967-1, M.B. 282/1-4.
9. (A) INDICATES FD. 1" LP. TAGGED L.S. 5933 PER TRACT 15967-1 M.B. 282/1-4
10. [ ] INDICATES RECORD DATA PER R.S. 39/70.
11. //// INDICATES NON-VEHICULAR ACCESS.
12. ( ) INDICATES RECORD DATA PER DOCUMENT #2006-0573041.
LINE DATA
L # BEARING DIST. BEARING DIST.
L-1 N 89°55'18"E 377.20 <N 89°55'18"E> <377.18>
L-2 N 89°55'18"E 282.64 <N 89°55'18"E> <282.62>
L-3 N 89°55'18"E 94.56 <N 89°55'18"E> <94.55>
JEFFERSON STREET
FIR STREET
CHERRY CROFT DRIVE
PER BOOK 7751 OF DEEDS
OAK GLEN ROAD
DEER VALLEY ROAD
LOT 14
LOT 15
LOT 18
LOT 19
LOT 20
REMAINDER PARCEL
NORTH LINE OF SOUTH 220.00' OF LOT 18
SOUTH LINE LOT 18
EAST LINE OF WEST HALF LOT 20
NOTHING FD. OR SET
SEARCHED FOR 3/4" LP. PER TRACT 15967-1, M.B. 282/1-4 AND TAG L.S. 3490
FD. 1" PIPE L.S. 3490 PER R.S. 39/70
5 1/8" COR. S 30/S 29 FD. 1" PIPE L.S. 5933 PER TRACT 15967-1 M.B. 282/1-4
FD. 1" LP. DOWN 0.3' WITH BRASS CAP PER C.S.F.B. 488/101 PER R.S. 39/70 S STAMPED AS SHOWN
FD. 2 1/2" PIPE NO TAG FOUND ON LINE ACCEPTED FOR POINT OF BOTH LINE OF LOT 18
S.W. COR. LOT 20 FD. 1" LP. TAG ILLEGIBLE, SET NEW TAG, L.S. 3490

SHEET 3 OF 3 SHEETS

IN THE CITY OF YUCAIPA

TRACT 13375-1

BEING A SUBDIVISION OF THE WEST 1/2 OF LOT 20 AND THE WEST 1/2 OF THE SOUTH 220 FT. OF LOT 18, BLOCK "A" OF YUCAIPA VALLEY COLONY SUBDIVISION # 1, AS PER PLAT RECORDED IN MAP BOOK 16, PAGES 65 & 66 RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

SIGLAND & ASSOCIATES

APRIL 2007

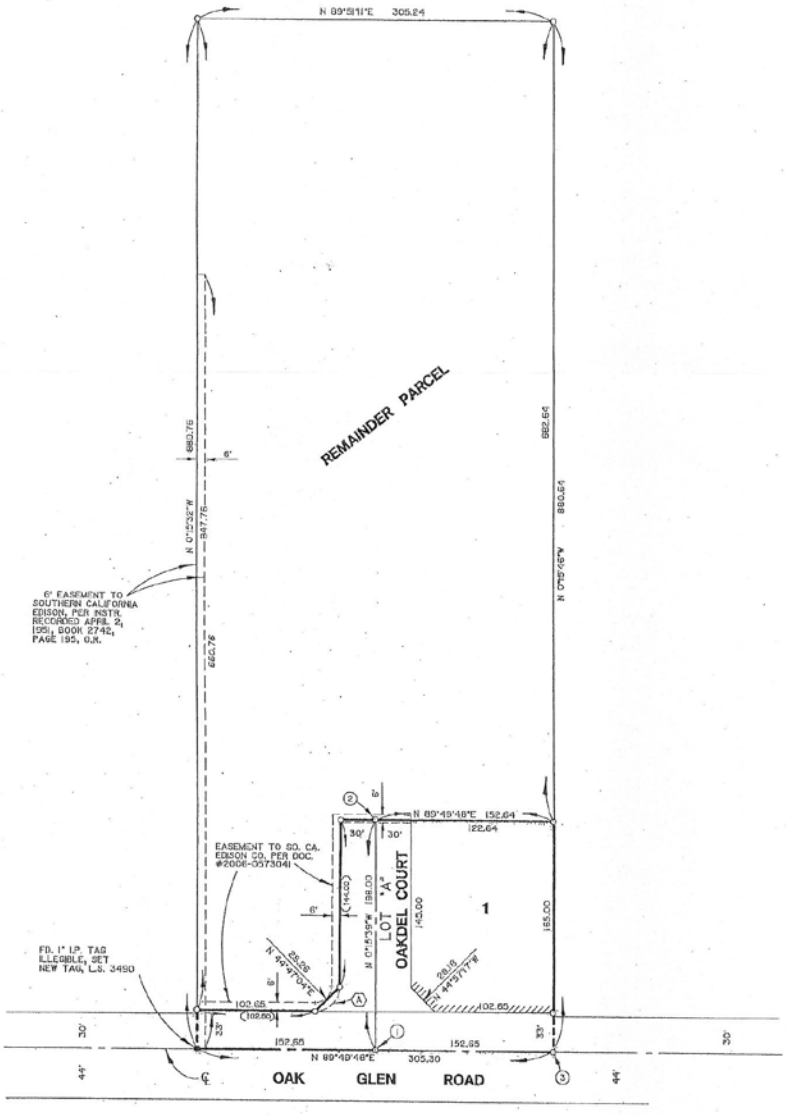
COMPOSITE DEVELOPMENT PLAN NOTE:

A COMPOSITE DEVELOPMENT PLAN (C.D.P.) AFFECTING THIS MAP IS ON FILE IN THE CITY OF YUCAIPA OFFICE OF PLANNING.

NOTE:

SEE SHEET 2 FOR BASIS OF BEARINGS AND SURVEYOR'S NOTES.

SCALE 1" = 60'



CURVE DATA
Δ=90°05'27"
R= 20.00
L= 31.45

OWNER'S STATEMENT

WE HEREBY STATE 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 TRACT MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, COUNTY HIGHWAYS AND PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH, AND ACROSS GROVE DRIVE AS SHOWN ON THE ANNEXED MAP, THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF YUCAIPA. WE ALSO IRREVOCABLY OFFER TO DEDICATE TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH, AND ACROSS THE WESTERLY SIX FEET OF LOTS 3 THROUGH 7 INCLUSIVE AS SHOWN ON THE ANNEXED MAP. WE ALSO IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE CITY OF YUCAIPA DRAINAGE EASEMENT AND A MULTI-PURPOSE TRAIL EASEMENT AS SHOWN ON THE ANNEXED MAP. WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASIGNS, AN EASEMENT OVER, UNDER, THROUGH AND ACROSS GROVE DRIVE AS SHOWN ON THE ANNEXED MAP, FOR INGRESS, EGRESS, ROADS, UTILITIES, LANDSCAPING, IRRIGATION AND INCIDENTALS.

R-S PROPERTIES, A GENERAL PARTNERSHIP

Pamela L. Rieger
PAMELA L. RIEGER

RICHARD P. SIEGMUND

D.L. WALKER SR. INC. A CALIFORNIA CORPORATION

Donald L. Walker Sr.
DONALD L. WALKER SR.

IN THE CITY OF YUCAIPA

TRACT 14311

SHEET 1 OF 2 SHEETS

BEING A SUBDIVISION OF PARCEL 2 AND A PORTION OF PARCEL 1, OF PARCEL MAP 3135, PER PLAT RECORDED IN BOOK 28, PAGE 12, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

SIGLAND & ASSOCIATES

AUGUST 1991

OWNER'S STATEMENT

WE HEREBY STATE 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 TRACT MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, COUNTY HIGHWAYS AND PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH, AND ACROSS GROVE DRIVE AS SHOWN ON THE ANNEXED MAP, THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF YUCAIPA. WE ALSO IRREVOCABLY OFFER TO DEDICATE TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH, AND ACROSS THE WESTERLY SIX FEET OF LOTS 3 THROUGH 7 INCLUSIVE AS SHOWN ON THE ANNEXED MAP. WE ALSO IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF YUCAIPA, THE CITY OF YUCAIPA DRAINAGE EASEMENT AND A MULTI-PURPOSE TRAIL EASEMENT AS SHOWN ON THE ANNEXED MAP. WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, AN EASEMENT OVER, UNDER, THROUGH AND ACROSS GROVE DRIVE AS SHOWN ON THE ANNEXED MAP, FOR INGRESS, EGRESS, ROADS, UTILITES, LANDSCAPING, IRRIGATION AND INCIDENTALS.

R-S PROPERTIES, A GENERAL PARTNERSHIP

PAMELA L. RIEGER — RICHARD P. SIEGMUND

D.L. WALKER SR. INC. A CALIFORNIA CORPORATION

DONALD L. WALKER SR.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON 10-25-99 BEFORE ME, the Undersigned
PERSONALLY APPEARED Donald L. Walker Sr.,

~~PERSONALLY KNOWN TO ME~~ OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S)(S)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.

SIGNATURE Marilyn Stevens

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES 9-29-2000

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 1,200.00 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 THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER 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.

DATED: 6/23/00

EARLENE SPROAT
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

BY: Donna S. Stites DEPUTY

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT RELATIVE TO THE FINAL MAP BOUNDARY AND ALL MATHEMATICAL COMPUTATIONS.

DATED: JUNE 8, 2000

KEN A. MILLER, COUNTY SURVEYOR,
COUNTY OF SAN BERNARDINO

BY: Richard Flores, DEPUTY

L.S. NO. 4480 EXP. DATE: 3-31-02

PROFESSIONAL LAND SURVEYOR RICARDO T. FLORES LS 4480 EXPIRATION DATE 3-31-02 STATE OF CALIFORNIA

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON 10-25-99 BEFORE ME, the undersigned
PERSONALLY APPEARED Richard P. Siegmund & Pamela L. Rieger,

~~PERSONALLY KNOWN TO ME~~ OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) (S)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.

SIGNATURE Marilyn Stevens

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES 9-29-2000

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED TO BY THE COUNTY SURVEYOR.

DATED: 7-6-00

PAUL T. NAGENGAST, CITY ENGINEER, CITY OF YUCAIPA

R.C.E. NO. 47647 EXPIRATION DATE: 12-31-03

REGISTERED PROFESSIONAL ENGINEER PAUL T. NAGENGAST 47647 12-31-03 CIVIL STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF YUCAIPA DULY APPROVED THE ANNEXED MAP OF TRACT 14311 AND ACCEPTED, GROVE DRIVE SUBJECT TO THEIR IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE STANDARDS, BUT REJECTS THE CITY OF YUCAIPA DRAINAGE EASEMENT AND MULTI-PURPOSE TRAIL EASEMENT.

DATED: 6/27/00

BY: Nita Brown
JUANITA BROWN,
CITY CLERK, CITY OF YUCAIPA

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 $ 1,200.00

DATED: 6/23/00

LARRY WALKER
COUNTY AUDITOR,
COUNTY OF SAN BERNARDINO

BY: Donna S. Stites
DEPUTY

SURVEYOR'S STATEMENT

I, RICHARD P. SIEGMUND, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 2 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION IN AUGUST 1991 AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, IN

COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: June 7, 2000

RICHARD P. SIEGMUND L.S. 3490

LICENSED LAND SURVEYOR RICHARD PAUL SIEGMUND No. 3490 Exp. 6-30-00 STATE OF CALIFORNIA

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING PARTIES BEING THE OWNERS OF EASEMENTS FOR THE NATURE AS DENOTED BELOW AND DISCLOSED BY THOSE DOCUMENTS RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST CANNOT RIPEN INTO A FEE.

1. F.P. DUNLAP & ISABEL DUNLAP, THE OWNERS OF AN EASEMENT FOR PIPELINES, PER DOCUMENT RECORDED APRIL 10, 1894, IN BOOK 193, PG.79 OF DEEDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD
2. SOUTH MOUNTAIN WATER COMPANY, THE OWNER OF AN EASEMENT FOR PIPELINES, PER DOCUMENT RECORDED JUNE 9, 1899, IN BOOK 286, PG. 278 OF DEEDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.
3. SOUTH MOUNTAIN WATER COMPANY, THE OWNER OF AN EASEMENT FOR WATER PURPOSES, PER DOCUMENT RECORDED JUNE 1, 1918, IN BOOK 460, PG. 117 OF DEEDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.
4. TITLE INSURANCE AND TRUST COMPANY, THE OWNER OF AN EASEMENT FOR PIPELINES, PER DOCUMENT RECORDED JULY 10, 1912, IN BOOK 509, PG. 392 OF DEEDS AND PER DOCUMENT RECORDED MARCH 22, 1911, IN BOOK 470 PG. 297 OF DEEDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.
5. EXCEPT ALL PETROLEUM, COAL, OIL, NAPHTHA, NATURAL GAS AND OTHER HYDROCARBON AND LIKE SUBSTANCES, INCLUDING ASPHALTUM AND BREA, IN, UPON AND UNDER SAID LAND BUT WITHOUT THE RIGHT TO RE-ENTER OR USE THE SURFACE OF SAID LAND OR ANY PORTION OF THE SUBSURFACE THEREOF TO A DEPTH OF 500.00 FEET FROM THE PRESENT NATURAL SURFACE, AS RESERVED IN DEED RECORDED FEBRUARY 17, 1989, AS INSTRUMENT No. 89-057599, OFFICIAL RECORDS AND AS RESERVED IN THE DEED RECORDED MAY 6, 1975, IN BOOK 8672, PAGE 49, OFFICIAL RECORDS.

20000242077

FILED REQUEST OF
Commonwealth Title
ON July 7, 2000
AT 1:41 P.M. IN
BOOK 279 PAGE 8/9
OF Tract Maps
SAN BERNARDINO COUNTY RECORDER
FEE $10.00

IN THE CITY OF YUCAIPA

SHEET 2 OF 2 SHEETS

TRACT 14311

BEING A SUBDIVISION OF PARCEL 2 AND A PORTION OF PARCEL 1, OF PARCEL MAP 3135, PER PLAT RECORDED IN BOOK 28, PAGE 12, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

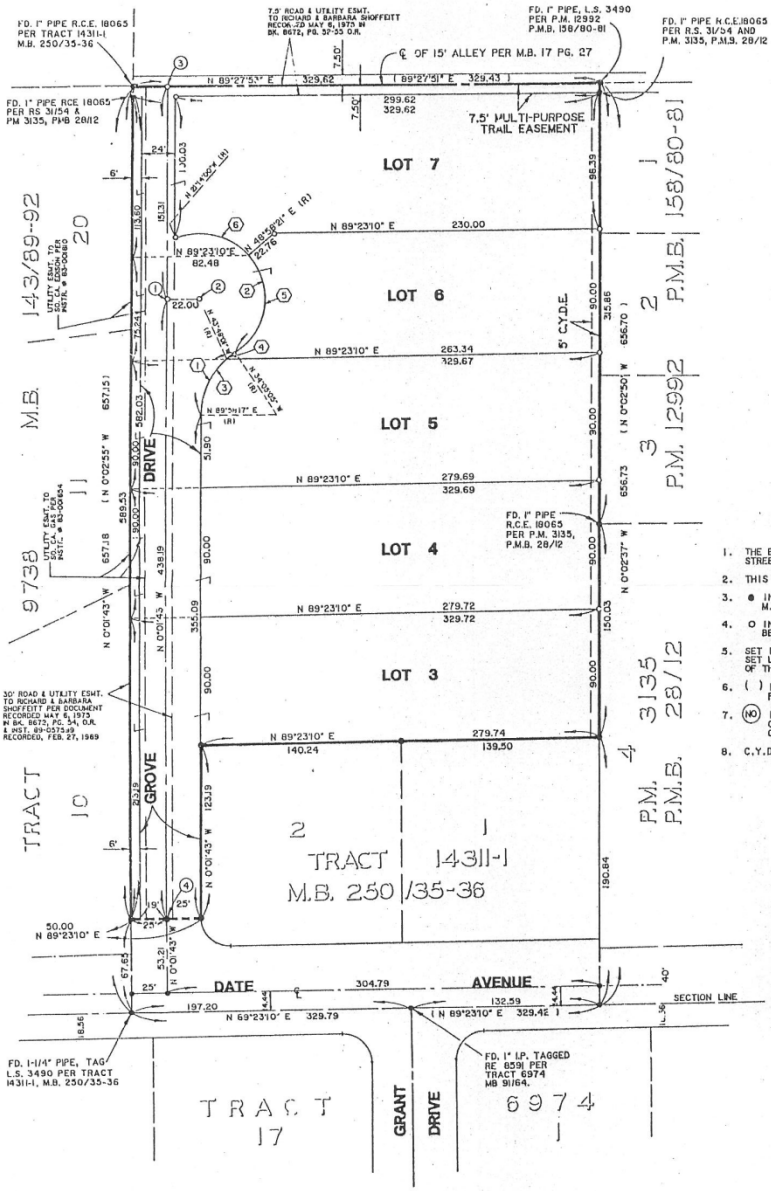
SIGLAND & ASSOCIATES

AUGUST 1991

SCALE 1" =50'

COMPOSITE DEVELOPMENT PLAN NOTE:

1. A COMPOSITE DEVELOPMENT PLAN (C.D.P.) AFFECTING THIS MAP IS ON FILE IN THE CITY OF YUCAIPA OFFICE OF BUILDING AND SAFETY.



GENERAL NOTES:

1. THE BASIS OF BEARING FOR THIS MAP IS THE CENTERLINE OF DATE STREET PER PARCEL MAP 3135 P.M.B. 28/12 BEING N 89°23'10" E.
2. THIS TRACT HAS 5 LOTS.
3. ● INDICATES FOUND 1" PIPE L.S. 3490 PER TRACT 14311-1 M.B. 250/35-36 UNLESS OTHERWISE NOTED.
4. O INDICATES SET 1" PIPE TAGGED L.S. 3490, ℄ MONUMENTS SET 1/4" BELOW FINISH SURFACE.
5. SET 1" PIPE TAGGED L.S. 3490 ON ALL BACK LOT CORNERS. SET LEAD & TAG L.S. 3490 WITH NAIL IN CURB ON THE PROLONGATION OF THE SIDE LOT LINES IN LIEU OF FRONT CORNERS, AND CURVE POINTS.
6. ( ) INDICATES RECORD BEARING OR DISTANCE PER PARCEL MAP 3135, P.M.B. 28/12.
7. (NO) INDICATES MONUMENT TIED OUT AS SHOWN ON SCHEDULE OF TIES. SCHEDULE OF TIES WILL BE FILED IN THE OFFICE OF THE CITY ENGINEER.
8. C.Y.D.E. INDICATES CITY OF YUCAIPA DRAINAGE EASEMENT.

CURVE DATA

	Δ	R	L	T
1	55°56'38"	53.00	31.75	28.15
2	167°08'55"	47.00	137.11	
3	46°13'42"	53.00	42.76	22.62
4	9°42'56"	53.00	8.99	4.50
5	96°56'34"	47.00	79.52	53.07
6	70°12'21"	47.00	57.59	33.04