



# City of Jurupa Valley

## Staff Report

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DATE: JANUARY 15, 2026  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ROD BUTLER, CITY MANAGER  
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
SUBJECT: AGENDA ITEM NO. G

**APPROVAL OF CANTERRA FINAL TRACT MAP 38888 FOR SINGLE FAMILY RESIDENCE AND CONDOMINIUM PURPOSES LOCATED SOUTH OF JURUPA ROAD, AND WEST OF CAMINO REAL INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS**

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### RECOMMENDATION

1. That the City Council approve Final Tract Map 38888 and Authorize the Mayor to approve and accept dedications as follows:
  - a.) The easements for street and public utility purposes over all of Lots: A; and
  - b.) The easement for public utility and drainage purposes with the right of ingress and egress for emergency vehicles with the “Private Streets” over Lots: B, C, D,E,F,G,H,I,J ; and
  - c.) The offer of dedication of Abutters Rights of Access along Camino Real and Jurupa Road/ Railroad.
2. Approve and authorize the Mayor to execute the Subdivision Agreements; and
3. Accept the surety bonds for construction of related improvements and survey monumentation.

### BACKGROUND

Final Tract Map 38888 Jurupa 67 (“Canterra”) is located at the corner of Jurupa Road and Camino Real (APN: 183-030-014). Final Tract Map 38888 is a subdivision of 6.92 acres of land into sixty-seven (67) lots for single-family detached homes. On December 11, 2024, the Planning Commission unanimously adopted Resolution No. 2024-20 denying the Project. On March 6, 2025, the City Council unanimously adopted Resolution No. 2025-26 denying the Project. On

March 14, 2025, Warmington filed a Verified Petition for Writ of Mandate against the City and the City Council seeking to have the Court invalidate the Council's denial of the Project and order the Project approved as proposed. On April 21<sup>st</sup>, 2025, the City of Jurupa Valley City Council approved the settlement agreement and adopted Resolution No. 2025-35, thereby approving Tentative Tract Map (TTM) No. 38888 under the master application MA23357 to approve the subdivision of the property as listed above. The settlement agreement requires the developer (Warmington) to pay the city \$800,000.00 which will be used towards the design and construction of Camino Real Road widening and an additional \$200,000.00 which can be used at the city's discretion for the road widening or deposited into the City's affordable housing fund.

#### ANALYSIS

Staff have reviewed Final Tract Map 38888 and find that it is in substantial conformance with the approved Tentative Map. The City Attorney has reviewed and approved forming the Subdivision Agreements. These actions approve the Final Tract Map, Subdivision Agreements, and the bonds related to the subdivision. Pursuant to the provisions of the Subdivision Map Act and the City Municipal Code Title 7, Final Tract Maps require City Council action for approval, denial, or modifications. Per the Subdivision Map Act Section 66474.1, a legislative body shall not deny approval of a Final Tract Map if it has previously approved a tentative tract map for the proposed subdivision and if it finds that the Final Tract Map is in substantial compliance with the previously approved tentative tract map. Staff recommends that the City Council approve Final Tract Map No. 38888 and the subdivision agreements and bonds.

#### REVISIONS TO SUBDIVISION IMPROVEMENT AGREEMENTS

At the City Council Meeting of December 18, 2025, the City Council directed staff to: 1) clarify the indemnification requirements of the Subdivision Improvement Agreement to make sure it protects the City; and 2) state the factors to be considered by the City Engineer in deciding whether to grant extension of the time for the Subdivider to complete the required public improvements. The public improvements to be constructed by Subdivider under the Subdivision Improvement Agreements include streets, curbs, gutters, sidewalks, drainage facilities, water lines, and sewer lines.

In Paragraph THREE of each of the Subdivision Improvement Agreements the Subdivider indemnifies the City for:



“**THIRD:** City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.”

Under this paragraph, the Subdivider is required to indemnify the City from claims of persons or property injured by reason of the nature of the work or by reason of the acts or omissions of the Subdivider in the performance of the work. Subdivider is also responsible for any accident or damage to the work prior to acceptance of the work by the City.

Staff revised section SEVENTH of each Subdivision Improvement Agreement to clarify the remedies available to the City should the Subdivider fail to construct or fail to completely construct the required public improvements and the factors that the City Engineer would use in determining whether to grant an extension to the Subdivider to complete the public improvements. Section SEVENTH now reads with the important additions underlined:

“**SEVENTH:** If Subdivider, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time in section FIRST of this Agreement, or within such extensions of time which have been granted by City Engineer, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement and notice of such default shall be served upon Subdivider. City Council shall have the power, on recommendation of the City Engineer to terminate all rights of Subdivider because of such default. The determination by the City Engineer the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider and any and all parties who may have any interest in the Agreement or any portion thereof. The



foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law, including without limitation, reversion to acreage or calling the Subdivision Performance Bond required by this Agreement or withholding final inspections and/or certificates of occupancies for the structures within the tract, or any combination of these remedies. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety posting the Subdivision Performance Bond from completion of the improvements required by this Agreement. The City Engineer, in his or her sole and absolute discretion, may extend the time specified time in section FIRST of this Agreement for completion of the work if such an extension is in the best interests of the City considering some or all the following factors: 1) whether the Subdivider is capable of completing the required work; 2) whether uncompleted work is necessary for the health, safety and general welfare of the residents or occupants of the tract; 3) whether the Subdivider has started the required work; 4) whether the surety issuing the Subdivision Performance Bond is cooperating with the subdivider and the City in an effort to complete the required work; and/or whether the amount of the Subdivision Surety Bond is sufficient to complete the required work.”

#### FINANCIAL IMPACT

The City will receive development fees and payments as part of the obligations defined in the Municipal Code.

#### ALTERNATIVES

The City Council may elect not to approve the recommendations and provide staff with alternate direction.

\*\*\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*\*\*



Prepared by:



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Yash Patel  
Associate Engineer

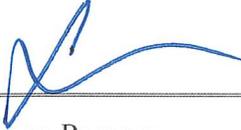
Reviewed by:



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Paul Toor  
Director of Public Works/City Engineer

Reviewed by:



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Susan Paragas  
Director of Finance

Reviewed by:



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Michael Flad  
Assistant City Manager

Approved as to form:



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Peter M. Thorson  
City Attorney

Submitted by:



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Rod B. Butler  
City Manager

ATTACHMENTS:

1. Final Tract Map 38888
2. Subdivision Agreements
3. Surety Bonds



RESIDENTIAL LOTS = 67  
 OPEN SPACE LOTS = 4  
 WATER QUALITY BASIN LOT = 1  
 STREET LETTERED LOTS = 10  
 NET AREA = 5.24 ACRES  
 GROSS AREA = 6.75 ACRES

# TRACT NO. 38888

BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.



JULY 2024

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ .M.  
 IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_,  
 AT THE REQUEST OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY .  
 NO. \_\_\_\_\_  
 FEE \_\_\_\_\_  
 PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER  
 BY: \_\_\_\_\_, DEPUTY  
 SUBDIVISION GUARANTEE:  
 FIRST AMERICAN TITLE COMPANY

## OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A" (CAMINO REAL). THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF THE DEDICATION OF LOT "A" (CAMINO REAL) THE OWNERS OF LOTS 16 THROUGH 22, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT FOR THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG CAMINO REAL. THE OWNERS OF LOTS 22 THROUGH 25, INCLUSIVE, LOT 69, LOT 70 AND LOT "D," ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG JURUPA ROAD. THE OWNERS OF LOTS 6 THROUGH 11, INCLUSIVE, LOT 15, LOT 16 AND LOT 68, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "B" (BRITTLEBUSH AVENUE), LOTS "C" AND "I" (GRAY PINE LANE), LOTS "D", "E" AND "F" (BARBERRY WAY), LOT "G" (MANUKA PLACE), LOT "H" (CATALPA COURT) AND LOT "J" (KIRBY DRIVE), THE DEDICATION IS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES, WITHIN THE "PRIVATE STREETS".

WE HEREBY RETAIN LOT "B" (BRITTLEBUSH AVENUE), LOTS "C" AND "I" (GRAY PINE LANE), LOTS "D", "E" AND "F" (BARBERRY WAY), LOT "G" (MANUKA PLACE), LOT "H" (CATALPA COURT) AND LOT "J" (KIRBY DRIVE), INDICATED AS "PRIVATE STREET" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 68 THROUGH 71, INCLUSIVE, INDICATED AS OPEN SPACE AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES.

WE HEREBY RETAIN LOT 72, INDICATED AS WATER QUALITY PURPOSES AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES.

OWNER:  
 RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: \_\_\_\_\_  
 EDGAR GOMEZ  
 VICE PRESIDENT-PROJECT MANAGEMENT (LAND) (RIVERSIDE DIVISION)

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC,  
 PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED  
 TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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

PRINT NAME \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 MY COMMISSION NO. IS: \_\_\_\_\_  
 MY COMMISSION EXPIRES ON: \_\_\_\_\_  
 MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

JURUPA COMMUNITY SERVICES DISTRICT, HOLDER OF A 20 FOOT WIDE EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1967 AS INSTRUMENT NO. 5079, OF OFFICIAL RECORDS.

JURUPA COMMUNITY SERVICES DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 4, 1987 AS INSTRUMENT NO. 123189, OF OFFICIAL RECORDS.

JURUPA COMMUNITY SERVICES DISTRICT, HOLDER OF AN EASEMENT FOR SANITARY SEWER, DOMESTIC WATER AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 18, 2025 AS INSTRUMENT NO. 2025-0286561, OF OFFICIAL RECORDS.

STEARNS RANCHOS COMPANY AND THE JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS, HOLDERS OF MUTUAL RIGHTS OF WAY FOR DITCHES, CANALS, PIPE LINES AND INCIDENTAL PURPOSES.

## 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 IAN GRIFFIN ON APRIL 27, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: \_\_\_\_\_, 20\_\_

EDY P. ADKISON L.S. 5390



## CITY ENGINEER'S STATEMENT

I, VIRPAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF JURUPA VALLEY ORDINANCES APPLICABLE AT THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_, 20\_\_

VIRPAL SINGH TOOR, RCE 46281  
 CITY ENGINEER

I, DENNIS W. JANDA, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_, 20\_\_

DENNIS W. JANDA L.S. 6359  
 CITY SURVEYOR



## CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" (CAMINO REAL).

THE OFFER OF DEDICATION FOR PUBLIC UTILITY AND DRAINAGE PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOT "B" (BRITTLEBUSH AVENUE), LOTS "C" AND "I" (GRAY PINE LANE), LOTS "D", "E" AND "F" (BARBERRY WAY), LOT "G" (MANUKA PLACE), LOT "H" (CATALPA COURT) AND LOT "J" (KIRBY DRIVE), INDICATED AS "PRIVATE STREET" AS SHOWN HEREON ARE HEREBY ACCEPTED.

THE OFFER OF DEDICATION OF ABUTTERS' RIGHTS OF ACCESS ALONG CAMINO REAL AND JURUPA ROAD/RAILROAD AS SHOWN HEREON ARE HEREBY ACCEPTED.

DATE: \_\_\_\_\_, 20\_\_  
 CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

ATTEST:  
 CITY CLERK/DEPUTY CITY CLERK

BY: \_\_\_\_\_  
 BRIAN BERKSON, MAYOR

BY: \_\_\_\_\_, DEPUTY  
 MARIA MORRIS, CMC CITY CLERK

## TAX BOND 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 RIVERSIDE, 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 FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_, 20\_\_

CASH OR SURETY TAX BOND

MATTHEW JENNINGS  
 COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE: \_\_\_\_\_, 20\_\_

MATTHEW JENNINGS  
 COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

**SURVEYOR'S NOTES**

- - INDICATES FOUND MONUMENT AS NOTED
- - INDICATES SET 1"IP & LS 5390 TAG, FLUSH.

SET LEAD & TAG STAMPED "L.S. 5390", FLUSH IN TOP OF CURB FOR B.C.'S, E.C.'S, P.C.C.'S, P.R.C.'S AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM RIGHT OF WAY TOWARDS CENTERLINE.

SET LEAD & TAG STAMPED "L.S. 5390", FLUSH IN TOP OF CURB IN LIEU OF FRONT LOT CORNERS ON SIDE LOT LINE PROJECTED.

ALL MONUMENTS ARE SET AND TAGGED IN ACCORDANCE WITH THE RIVERSIDE COUNTY ORDINANCE NO. 461.9

ALL MONUMENTS SHOWN "SET" SHALL BE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP, UNLESS OTHERWISE NOTED.

////// - INDICATES RESTRICTED ACCESS DEDICATED HEREON.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS OR OBSTRUCTIONS.

THIS MAP CONTAINS 6.75 ACRES GROSS WITHIN THE DISTINCTIVE BORDER.

CC&R'S FOR THIS MAP RECORDED \_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

(R1) - DENOTES RECORD DATA PER MB 441/64-69.

(R2) - DENOTES RECORD DATA PER MB 255/1-3.

(R3) - DENOTES RECORD DATA PER MB 295/7-9.

(R4) - DENOTES RECORD DATA PER MB 163/8-13.

(R5) - DENOTES RECORD DATA PER RS 75/47-55.

(R6) - DENOTES RECORD DATA PER MB 413/69-71.

(R7) - DENOTES RECORD DATA PER MB 466/35-38.

(R8) - DENOTES RECORD DATA PER RS 135/19-46.

(R9) - DENOTES RECORD DATA PER MB 374/76-79.

R&M - DENOTES RECORD AND MEASURED.

O.S. - DENOTES "OPEN SPACE"

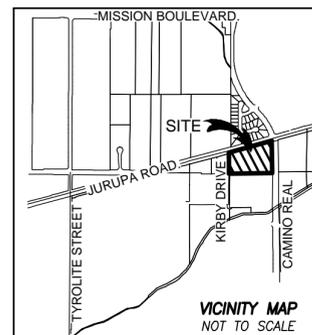
CALC- DENOTES CALCULATED DATA.

**ENVIRONMENTAL CONSTRAINT SHEET**

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY ENGINEER IN ECS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THIS AFFECTS ALL LOTS.

**EASEMENT NOTES**

- 1 INDICATES A 20 FOOT WIDE EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1967 AS INSTRUMENT NO. 5079, OF OFFICIAL RECORDS.
- 2 INDICATES AN EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED MAY 4, 1987 AS INSTRUMENT NO. 123189, OF OFFICIAL RECORDS.
- 3 INDICATES AN EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR SANITARY SEWER, DOMESTIC WATER AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 18, 2025 AS INSTRUMENT NO. 2025-0286561, OF OFFICIAL RECORDS.
- 4 INDICATES A PUBLIC UTILITY AND DRAINAGE EASEMENT, DEDICATED HEREON TO THE CITY OF JURUPA VALLEY.
5. MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHOS COMPANY AND THE JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS, FOR DITCHES, CANALS OR PIPE LINES AS MAY BE DEEMED NECESSARY OR PROPERTY BY SAID PARTIES FOR THE PROPER IRRIGATION OF ANY OTHER LANDS IN THE JURUPA RANCHO, OR FOR THE SUPPLYING OF THE MAIN CANAL WITH WATER, PROVIDED, HOWEVER, THAT SUCH DITCHES SHALL, WHEN PRACTICABLE, FOLLOW THE LINE OF THE SURVEYED SUBDIVISIONS OF THE JURUPA RANCHO.



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 38888

BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

**adkan ENGINEERS**

BOUNDARY

JULY 2024



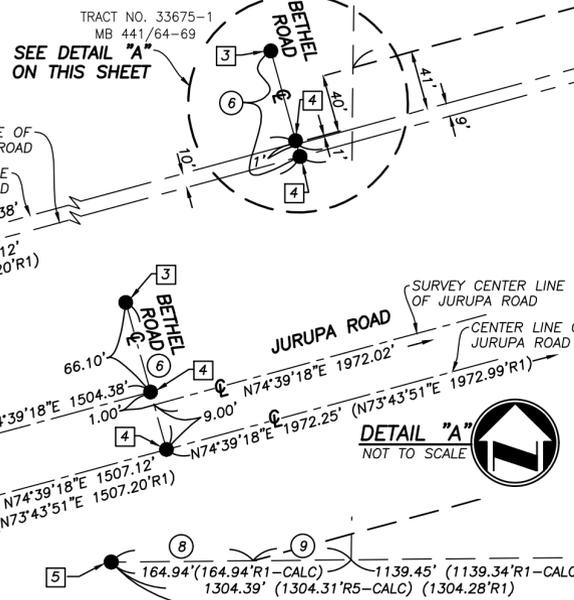
GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.

**COURSE DATA:**

- 1 Δ=30°05'06" R=1100.03' L=577.61' (Δ=30°04'17" R=1100.03' L=577.34'R3)
- 2 Δ=16°30'22" R=1100.03' L=316.90' (Δ=16°33'12" R=1100.03' L=317.81' R3-CALC)
- 3 Δ=46°35'28" R=1100.03' L=894.51' (Δ=46°37'29" R=1100.03' L=895.15'R3)
- 4 N89°26'13"E 40.01' (N89°26'55"E 40.01'R6) (N89°26'47"E 40.01'R5)
- 5 N89°26'13"E 17.00' (N89°26'55"E 17.00'R6)
- 6 N15°20'42"W 76.10' (N16°16'09"W 76.14'R1)
- 7 N00°36'27"E 121.85' (N00°18'29"W R1)
- 8 N89°26'13"E 97.60' (N88°31'05"E 98.04'R1) (N89°26'47"E 97.94'R5)
- 9 N89°26'13"E 67.34' (N88°31'05"W 66.90'R1)
- 10 N00°36'27"E 104.01'
- 11 Δ=0°50'53" R=1200.03' L=17.76' (Δ=0°51'15" R=1200.03' L=17.89'R3)
- 12 N00°36'27"E 52.00' (N00°02'10"E 52.01'R2)

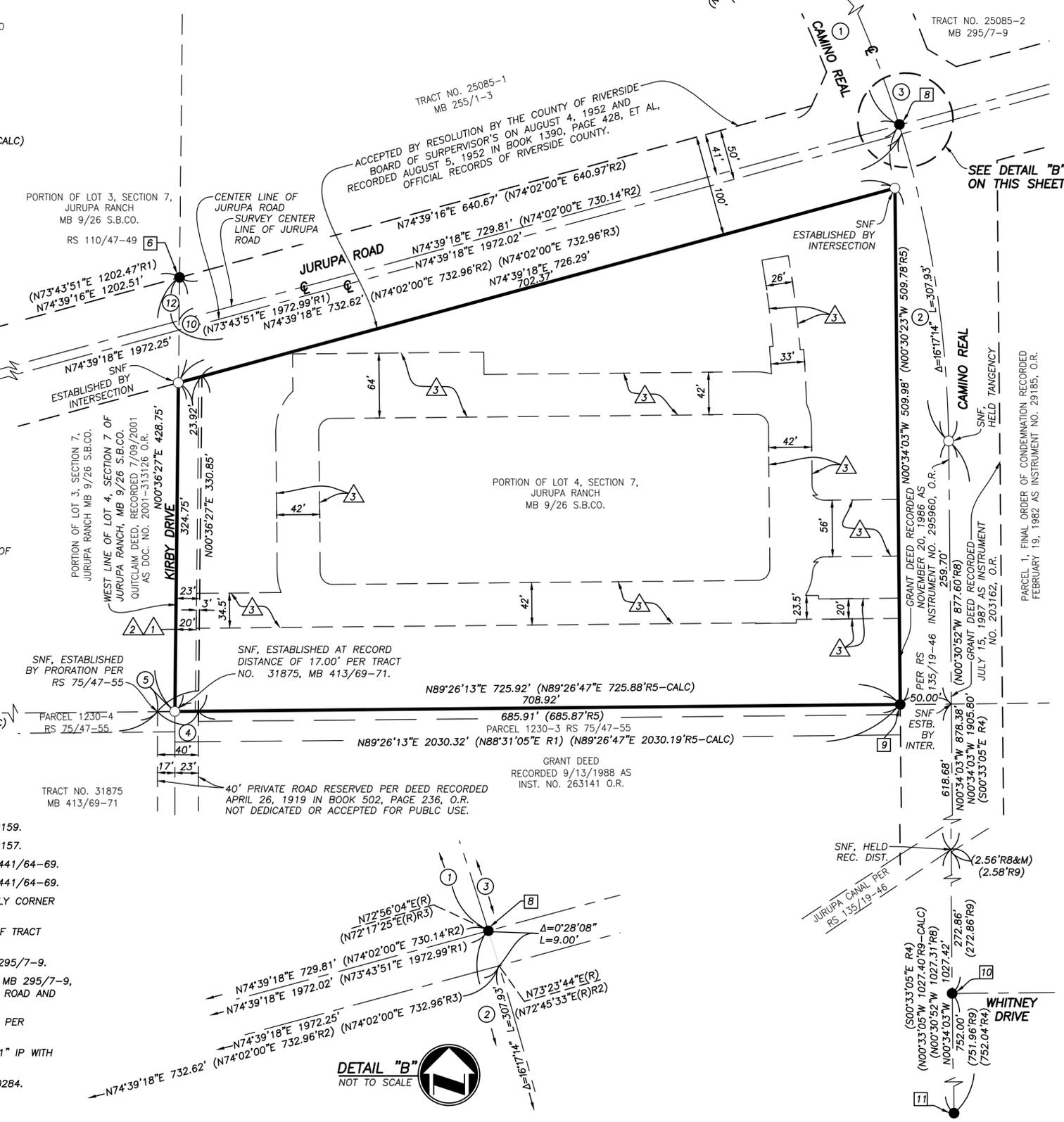


**MONUMENT NOTES:**

- 1 FOUND GEAR SPIKE & WASHER STAMPED "LS 8231", FLUSH PER CR 23-0159.
- 2 FOUND GEAR SPIKE & WASHER STAMPED "LS 8231", FLUSH PER CR 23-0157.
- 3 FOUND 1" IP WITH "LS 5529" TAG, FLUSH PER TRACT NO. 33675-1, MB 441/64-69.
- 4 FOUND 1" IP WITH "LS 5529" TAG, FLUSH PER TRACT NO. 33675-1, MB 441/64-69.
- 5 FOUND 1 1/4" IP WITH ILLEGIBLE TAG, DOWN 1.5', ACCEPTED AS THE SW'LY CORNER OF SECTION 7 PER TRACT NO. 33675-1, MB 441/64-69.
- 6 FOUND 1" IP ILLEGIBLE TAG, DOWN 0.8'. ACCEPTED AS THE SW CORNER OF TRACT NO. 25085-1, MB 255/1-3.
- 7 FOUND 1" IP WITH "LS 5390" TAG, FLUSH PER TRACT NO. 25085-2, MB 295/7-9.
- 8 FOUND 1" IP WITH "LS 5390" TAG, DOWN 0.1'. PER TRACT NO. 25085-2, MB 295/7-9, LYING N24°39'22"E 0.26' FROM THE CENTERLINE INTERSECTION OF JURUPA ROAD AND CAMINO REAL. NOT ACCEPTED, ESTABLISHED BY INTERSECTION.
- 9 FOUND 3/4" IP WITH PLASTIC PLUG STAMPED "RIV. CO. SURV." DOWN 0.5' PER RS 75/47-55.
- 10 FOUND GEAR SPIKE AND WASHER STAMPED "LS 5022" FLUSH IN LIEU OF 1" IP WITH NAIL AND TAG "LS 5022" PER CR13-0285.
- 11 FOUND GEAR SPIKE AND WASHER STAMPED "LS 5022" FLUSH PER CR13-0284.

**NOTES**

SEE SHEET 3 FOR GPS DIAGRAM.  
SEE SHEET 4 FOR INDEX.



# TRACT NO. 38888

BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

**adkan**  
ENGINEERS

GPS DIAGRAM  
NTS

JULY 2024

**NOTES:**

SEE SHEET 2 FOR SURVEYOR'S NOTES, EASEMENT NOTES, MONUMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE.

SEE SHEET 4 FOR INDEX.

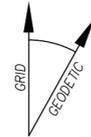
**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, GCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "P598", "BILL", AND "SBCC" NAD 83(NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99988892. CALCULATIONS ARE MADE AT FOUND 1 1/4" IP WITH ILLEGIBLE TAG, DOWN 1.5', ACCEPTED AS THE SW'LY CORNER OF SECTION 7 PER TRACT NO. 33675-1, MB 441/64-69 WITH COORDINATES OF: N:2311269.019, E:6196857.993 USING AN ELEVATION OF 810.67.

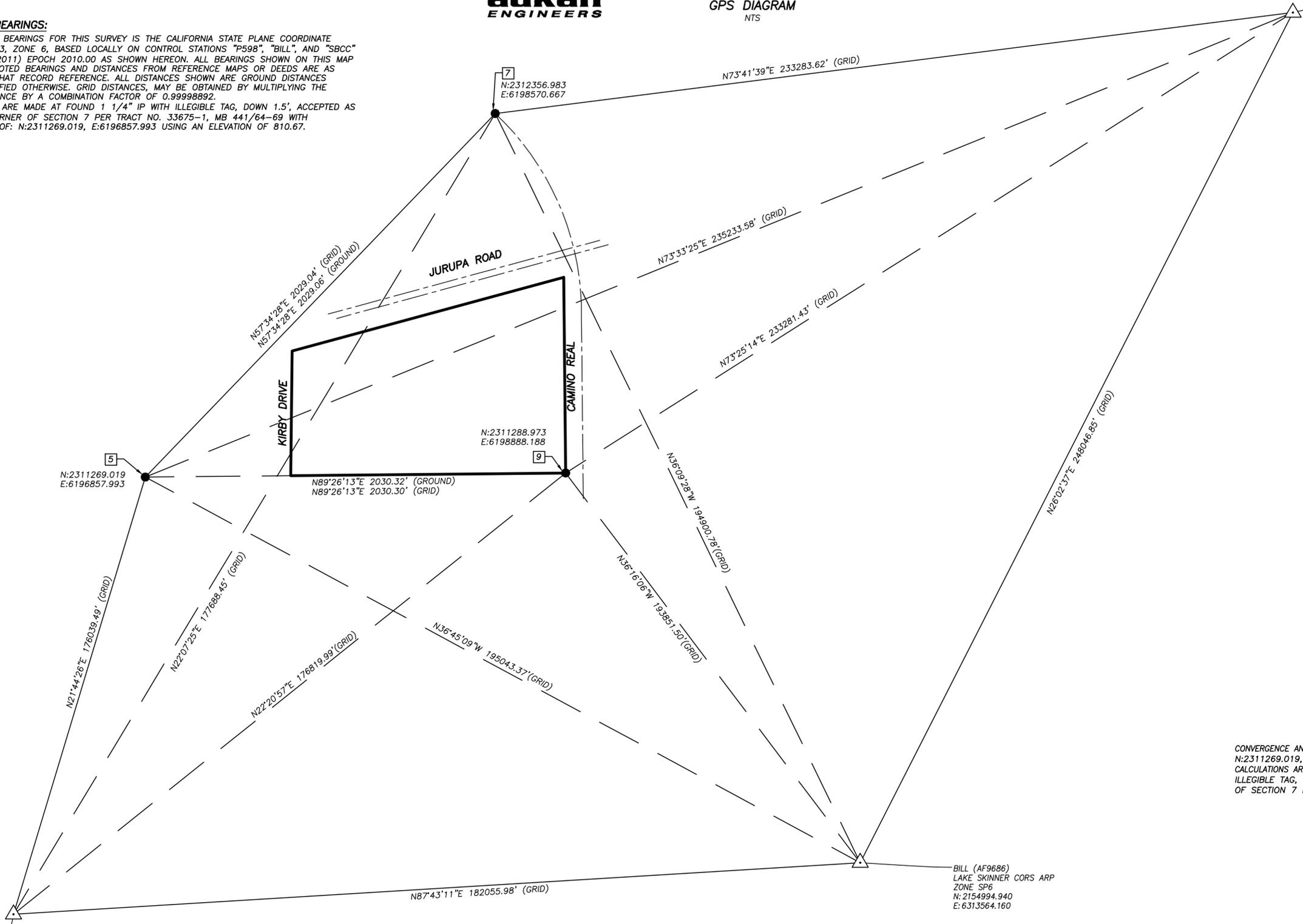
P598 (DM6189)  
ONYX PEAK CS2007 CORS ARP  
ZONE SP5  
N: 1894923.430  
E: 6951681.110  
CONVERTED TO ZONE SP6  
(FROM NGS CONVERSION WEBSITE)  
N: 2377854.928  
E: 6422470.834

BILL (AF9686)  
LAKE SKINNER CORS ARP  
ZONE SP6  
N: 2154994.940  
E: 6313564.160

SBCC (DM7578)  
SBCC SCGN CS1999 CORS ARP  
ZONE SP6  
N: 2147751.050  
E: 6131652.350



CONVERGENCE ANGLE AT  
N:2311269.019, E:6196857.993 = -0°39'41.16"  
CALCULATIONS ARE MADE AT THE FOUND 1 1/4" IP WITH  
ILLEGIBLE TAG, DOWN 1.5', ACCEPTED AS THE SW'LY CORNER  
OF SECTION 7 PER TRACT NO. 33675-1, MB 441/64-69.



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 38888

THAT PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING SOUTHERLY OF JURUPA AVENUE.

**adkan**  
ENGINEERS

INDEX SHEET

JULY 2024

### NOTES

SEE SHEET 2 FOR SURVEYOR'S NOTES, EASEMENT NOTES, MONUMENT NOTES, COURSE DATA AND ENVIRONMENTAL CONSTRAINT NOTE.

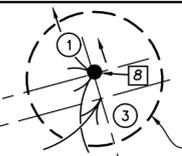
SEE SHEET 3 FOR GPS DIAGRAM.



GRAPHIC SCALE

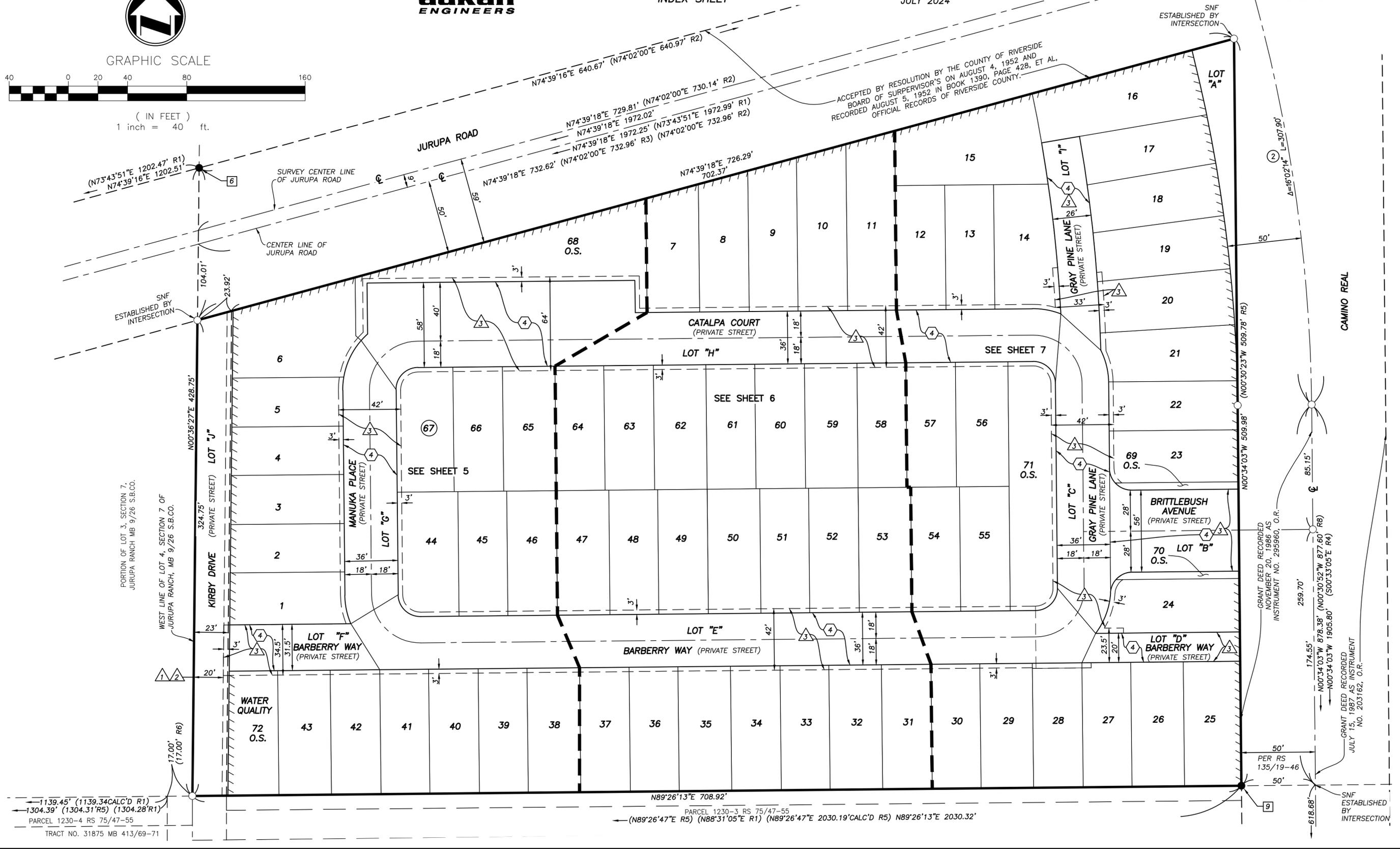


( IN FEET )  
1 inch = 40 ft.



SEE DETAIL "B" SHEET 2

ACCEPTED BY RESOLUTION BY THE COUNTY OF RIVERSIDE BOARD OF SUPERVISOR'S ON AUGUST 4, 1952 AND AUGUST 5, 1952 IN BOOK 1390, PAGE 428, ET AL. RECORDED OFFICIAL RECORDS OF RIVERSIDE COUNTY.



PORTION OF LOT 3, SECTION 7, JURUPA RANCHO MB 9/26 S.B.C.O.

WEST LINE OF LOT 4, SECTION 7 OF JURUPA RANCHO, MB 9/26 S.B.C.O.

GRANT DEED RECORDED NOVEMBER 20, 1986 AS INSTRUMENT NO. 295960, O.R.

GRANT DEED RECORDED JULY 15, 1987 AS INSTRUMENT NO. 203162, O.R.

SNF ESTABLISHED BY INTERSECTION

CAMINO REAL

1139.45' (1139.34CALC'D R1)  
1304.39' (1304.31'R5) (1304.28'R1)  
PARCEL 1230-4 RS 75/47-55  
TRACT NO. 31875 MB 413/69-71

PARCEL 1230-3 RS 75/47-55  
(N89°26'47"E R5) (N88°31'05"E R1) (N89°26'47"E 2030.19'CALC'D R5) N89°26'13"E 2030.32'

50' PER RS 1.35/19-46

50'

618.68'

259.70'

174.55'

N00°34'03"W 878.38' (N00°30'52"W 877.60' R8)

N00°34'03"W 1905.80' (S00°33'05"E R4)

85.15'

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# TRACT NO. 38888

BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.



JULY 2024

**NOTES:**

SEE SHEET 2 FOR SURVEYOR'S NOTES, EASEMENT NOTES, MONUMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE.

SEE SHEET 3 FOR GPS DIAGRAM.

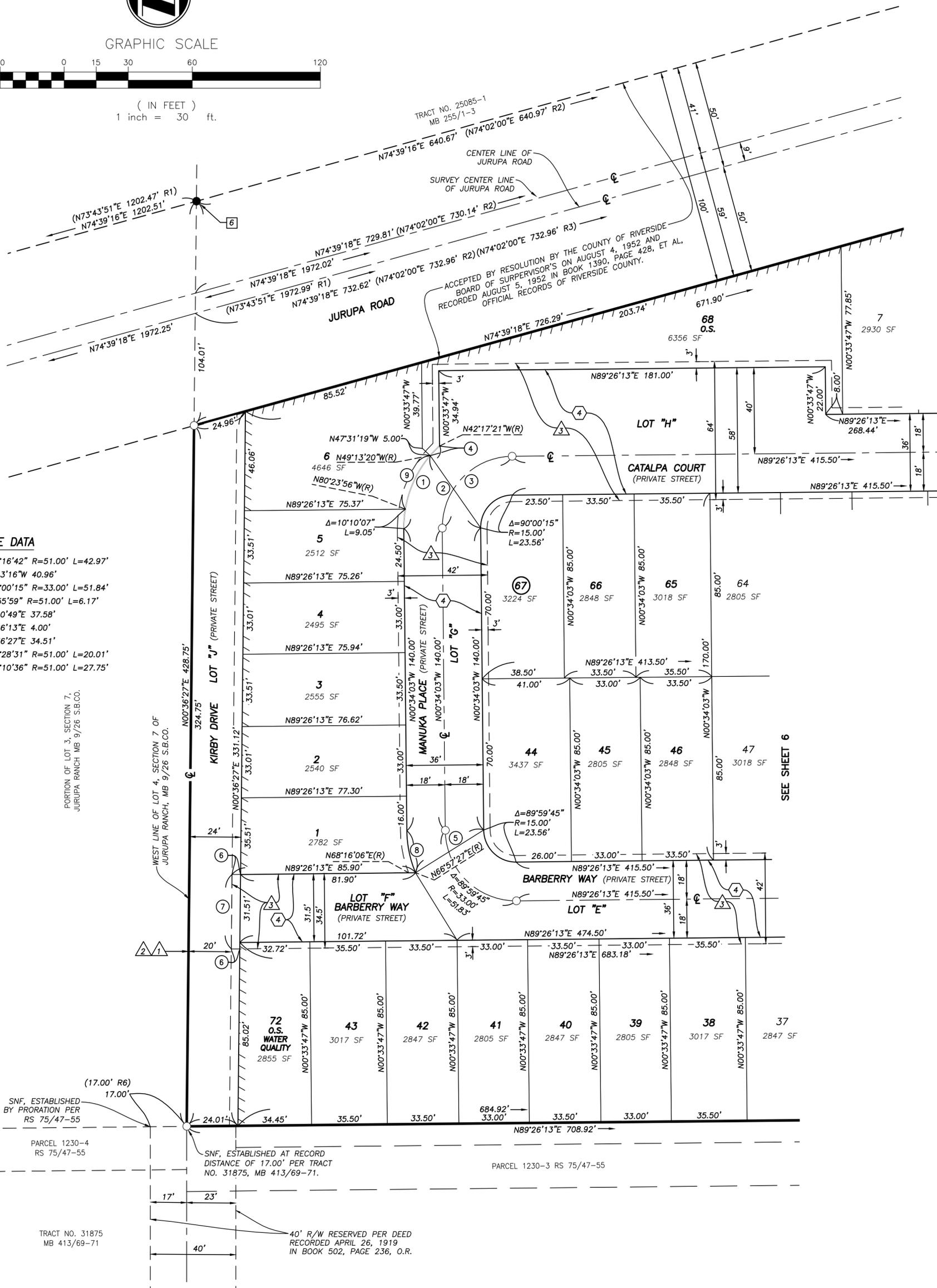
SEE SHEET 4 FOR INDEX.



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



**COURSE DATA**

- ① Δ=48°16'42" R=51.00' L=42.97'
- ② N35°13'16"W 40.96'
- ③ Δ=90°00'15" R=33.00' L=51.84'
- ④ Δ=6°55'59" R=51.00' L=6.17'
- ⑤ N58°10'49"E 37.58'
- ⑥ N89°26'13"E 4.00'
- ⑦ N00°36'27"E 34.51'
- ⑧ Δ=22°28'31" R=51.00' L=20.01'
- ⑨ Δ=31°10'36" R=51.00' L=27.75'

PORTION OF LOT 3, SECTION 7, JURUPA RANCHO, MB 9/26 S.B.CO.

WEST LINE OF LOT 4, SECTION 7 OF JURUPA RANCHO, MB 9/26 S.B.CO.

SNF, ESTABLISHED BY PRORATION PER RS 75/47-55

PARCEL 1230-4 RS 75/47-55

SNF, ESTABLISHED AT RECORD DISTANCE OF 17.00' PER TRACT NO. 31875, MB 413/69-71.

TRACT NO. 31875 MB 413/69-71

40' R/W RESERVED PER DEED RECORDED APRIL 26, 1919 IN BOOK 502, PAGE 236, O.R.

PARCEL 1230-3 RS 75/47-55

SEE SHEET 6

ACCEPTED BY RESOLUTION BY THE COUNTY OF RIVERSIDE BOARD OF SUPERVISOR'S ON AUGUST 4, 1952 AND AUGUST 5, 1952 IN BOOK 1390, PAGE 428, ET AL, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

# TRACT NO. 38888

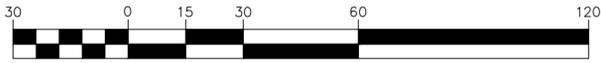
BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.



JULY 2024



GRAPHIC SCALE



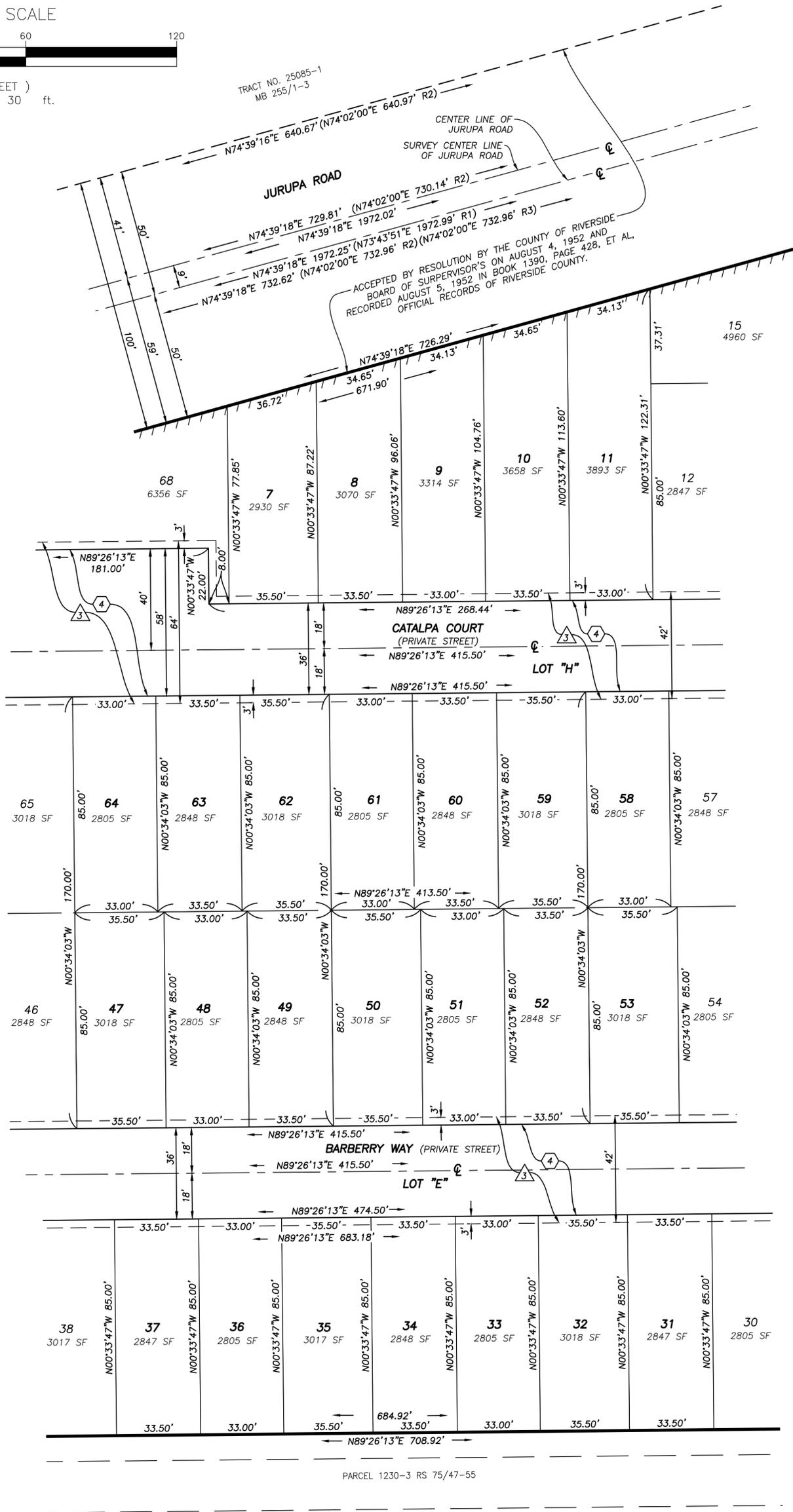
( IN FEET )  
1 inch = 30 ft.

**NOTES:**

SEE SHEET 2 FOR SURVEYOR'S NOTES, EASEMENT NOTES, MONUMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE.

SEE SHEET 3 FOR GPS DIAGRAM.

SEE SHEET 4 FOR INDEX.



SEE SHEET 5

SEE SHEET 7

PARCEL 1230-3 RS 75/47-55

# TRACT NO. 38888

BEING A SUBDIVISION OF A PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 OF MAPS, AT PAGE 26, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.



JULY 2024

**NOTES:**  
SEE SHEET 2 FOR SURVEYOR'S NOTES, EASEMENT NOTES, MONUMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE.  
SEE SHEET 3 FOR GPS DIAGRAM.  
SEE SHEET 4 FOR INDEX.

SEE SHEET 2

### COURSE DATA

- ①  $\Delta=30^{\circ}05'06''$  R=1100.03' L=577.61' ( $\Delta=30^{\circ}04'17''$  R=1100.03' L=577.34'R3)
- ②  $\Delta=16^{\circ}30'22''$  R=1100.03' L=316.90' ( $\Delta=16^{\circ}33'12''$  R=1100.03' L=317.81'R3)
- ③  $\Delta=46^{\circ}35'28''$  R=1100.03' L=894.51' ( $\Delta=46^{\circ}37'29''$  R=1100.03' L=895.15'R3)
- ④  $\Delta=89^{\circ}59'45''$  R=15.00' L=23.56'
- ⑤  $\Delta=86^{\circ}07'55''$  R=15.00' L=22.55'
- ⑥  $\Delta=25^{\circ}14'01''$  R=51.00' L=22.46'
- ⑦  $\Delta=25^{\circ}50'40''$  R=51.00' L=23.00'
- ⑧  $\Delta=0^{\circ}36'39''$  R=51.00' L=0.54'
- ⑨  $\Delta=0^{\circ}40'04''$  R=1013.00' L=11.81'
- ⑩ N47°26'45"W 36.61'
- ⑪  $\Delta=33^{\circ}33'56''$  R=51.00' L=29.88'
- ⑫  $\Delta=3^{\circ}38'34''$  R=987.00' L=62.75'
- ⑬  $\Delta=48^{\circ}11'23''$  R=15.00' L=12.62'
- ⑭  $\Delta=37^{\circ}56'32''$  R=15.00' L=9.93'
- ⑮  $\Delta=41^{\circ}48'22''$  R=15.00' L=10.94'
- ⑯  $\Delta=48^{\circ}11'23''$  R=15.00' L=12.62'
- ⑰ N80°14'03"E 26.00'
- ⑱ N04°29'02"E 47.44'
- ⑲  $\Delta=22^{\circ}05'00''$  R=51.00' L=19.66'
- ⑳  $\Delta=1^{\circ}53'41''$  R=1013.00' L=33.50'
- ㉑  $\Delta=1^{\circ}51'59''$  R=1013.00' L=33.00'
- ㉒  $\Delta=1^{\circ}53'41''$  R=1013.00' L=33.50'
- ㉓  $\Delta=1^{\circ}58'47''$  R=1013.00' L=35.00'
- ㉔ N00°34'03"W 58.46'
- ㉕  $\Delta=1^{\circ}50'36''$  R=987.00' L=31.75'
- ㉖ N89°25'42"E 18.85'
- ㉗  $\Delta=0^{\circ}21'42''$  R=1013.00' L=6.39'
- ㉘  $\Delta=0^{\circ}21'37''$  R=1016.50' L=6.39'
- ㉙ N84°22'59"E 3.50'
- ㉚  $\Delta=89^{\circ}59'45''$  R=15.00' L=23.56'
- ㉛  $\Delta=90^{\circ}00'15''$  R=15.00' L=23.56'
- ㉜ N85°23'16"E 3.50'
- ㉝ N24°44'07"E 22.12'



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

CAMINO REAL

PARCEL 1, FINAL ORDER OF CONDEMNATION RECORDED FEBRUARY 19, 1982 AS INSTRUMENT NO. 29165, O.R.

GRANT DEED RECORDED NOVEMBER 20, 1986 AS INSTRUMENT NO. 295960, O.R.

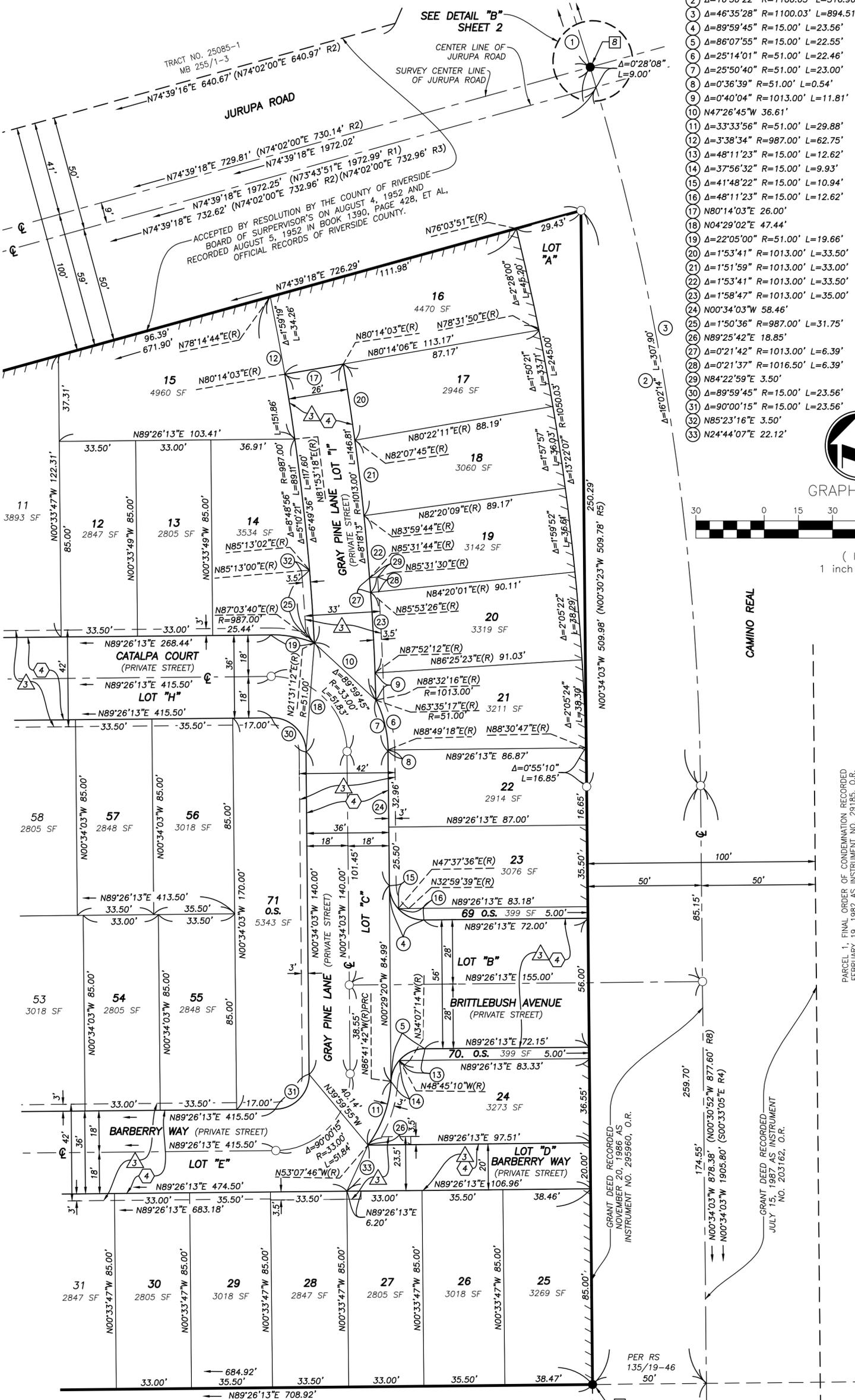
GRANT DEED RECORDED JULY 15, 1987 AS INSTRUMENT NO. 203162, O.R.

PER RS 135/19-46 50'

SEE SHEET 2

PARCEL 1230-3 RS 75/47-55

SEE SHEET 6



# ENVIRONMENTAL CONSTRAINT SHEET

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

## TRACT NO. 38888

THAT PORTION OF LOT 4, IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP OF SUBDIVISION OF A PORTION OF JURUPA RANCHO, ON FILE IN BOOK 9 PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING SOUTHERLY OF JURUPA AVENUE.

SHEET 1 OF 1 SHEETS

### EASEMENT NOTES

- 1 INDICATES A 20 FOOT WIDE EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1967 AS INSTRUMENT NO. 5079, OF OFFICIAL RECORDS.
- 2 INDICATES AN EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED MAY 4, 1987 AS INSTRUMENT NO. 123189, OF OFFICIAL RECORDS.
- 3 INDICATES AN EASEMENT IN FAVOR OF JURUPA COMMUNITY SERVICES DISTRICT FOR SANITARY SEWER, DOMESTIC WATER AND INCIDENTAL PURPOSES OVER & ACROSS LOTS "B" THROUGH "J," INCLUSIVE, PER DOCUMENT RECORDED SEPTEMBER 18, 2025 AS INSTRUMENT NO. 2025-0286561, OF OFFICIAL RECORDS.
- 4 INDICATES A PUBLIC UTILITY AND DRAINAGE EASEMENT, DEDICATED HEREON TO THE CITY OF JURUPA VALLEY.
5. MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHOS COMPANY AND THE JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS, FOR DITCHES, CANALS OR PIPE LINES AS MAY BE DEEMED NECESSARY OR PROPERTY BY SAID PARTIES FOR THE PROPER IRRIGATION OF ANY OTHER LANDS IN THE JURUPA RANCHO, OR FOR THE SUPPLYING OF THE MAIN CANAL WITH WATER, PROVIDED, HOWEVER, THAT SUCH DITCHES SHALL, WHEN PRACTICABLE, FOLLOW THE LINE OF THE SURVEYED SUBDIVISIONS OF THE JURUPA RANCHO.



GRAPHIC SCALE

**adkan**  
ENGINEERS

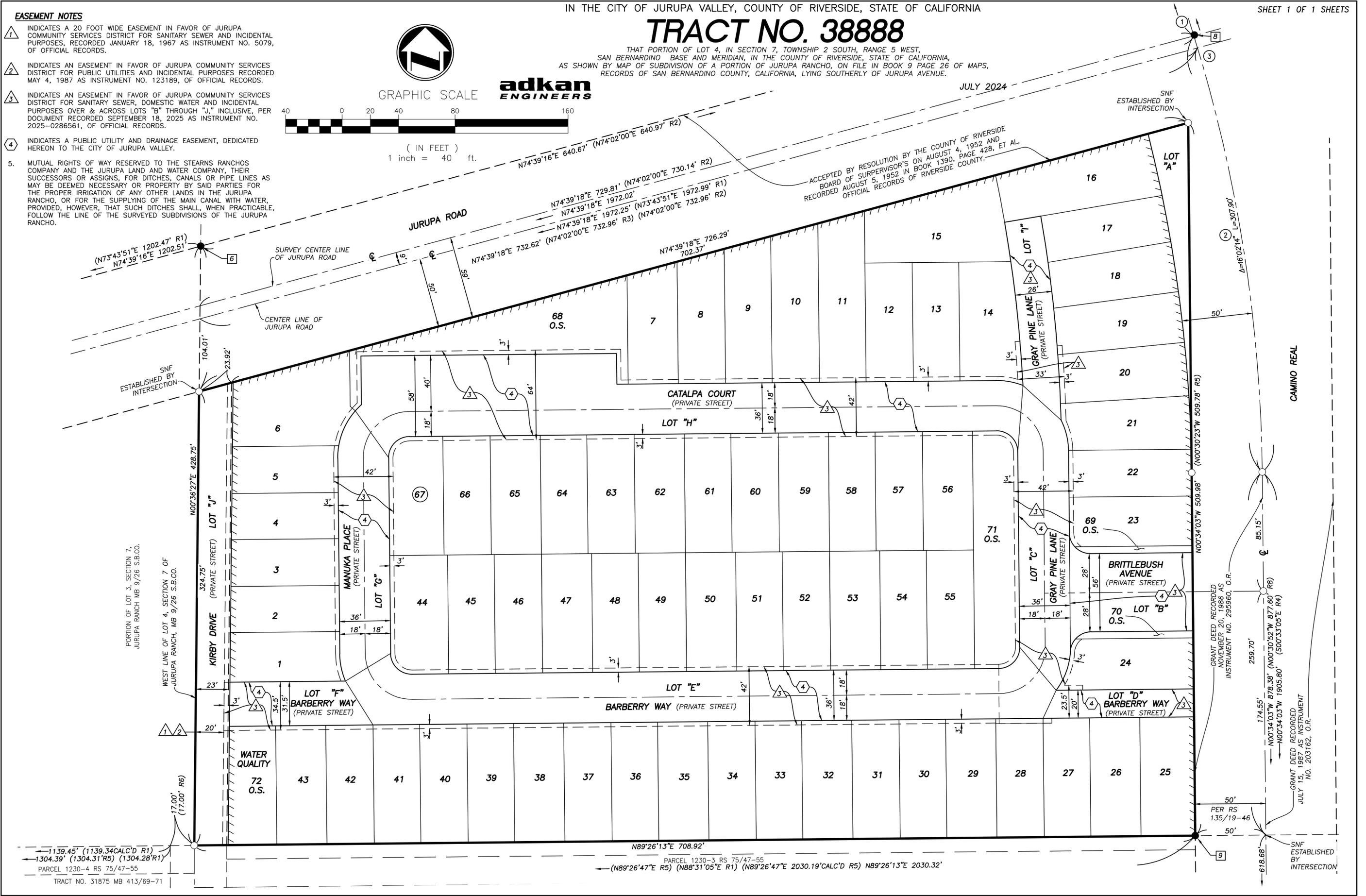


( IN FEET )  
1 inch = 40 ft.

JULY 2024

ESTABLISHED BY INTERSECTION

ACCEPTED BY RESOLUTION BY THE COUNTY OF RIVERSIDE BOARD OF SUPERVISOR'S ON AUGUST 4, 1952 AND AUGUST 5, 1952 IN BOOK 1390, PAGE 428, ET AL. RECORDED OFFICIAL RECORDS OF RIVERSIDE COUNTY.



CAMINO REAL

GRANT DEED RECORDED NOVEMBER 20, 1986 AS INSTRUMENT NO. 295960, O.R.

GRANT DEED RECORDED JULY 15, 1987 AS INSTRUMENT NO. 203162, O.R.

ESTABLISHED BY INTERSECTION

1139.45' (1139.34CALC'D R1)  
1304.39' (1304.31'RS) (1304.28'R1)  
PARCEL 1230-4 RS 75/47-55  
TRACT NO. 31875 MB 413/69-71

PARCEL 1230-3 RS 75/47-55  
(N89°26'47"E R5) (N88°31'05"E R1) (N89°26'47"E 2030.19'CALC'D R5) N89°26'13"E 2030.32'

PER RS 1.35/19-46

**SUBDIVISION AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS  
TRACT NO. 38888 (IP24-009)**

This agreement, made and entered as of \_\_\_\_\_, 20\_\_ by and between the City of Jurupa Valley, State of California, hereinafter called City, and Richmond American Homes of Maryland, Inc., a **corporation**, hereinafter called Subdivider.

In consideration of the mutual promises, consideration and land use entitlements approved for the Tract, the parties hereto agree as follows:

**FIRST:** Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as **Tract Map No. 38888**, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED Dollars (\$1,343,400.00)**.

**SECOND:** Subdivider agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Subdivider, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or

omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

**FOURTH:** The Subdivider hereby grants to City, or any agent or employee of City, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Subdivider has completed work within the time specified or any extension thereof granted by the City and the work has been accepted by the City.

**FIFTH:** The Subdivider shall provide, or cause to be provided, adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Subdivider shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Subdivider, its agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Subdivider, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time in section FIRST of this Agreement, or within such extensions of time which have been granted by City Engineer, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement and notice of such default shall be served upon Subdivider. City Council shall have the power, on recommendation of the City Engineer to terminate all rights of Subdivider because of such default. The determination by the City Engineer the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law, including without limitation, reversion to acreage or calling the Subdivision Performance Bond required by this Agreement or withholding final inspections and/or certificates of occupancies for the structures within the tract, or any combination of these remedies. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety posting the Subdivision Performance Bond from completion of the improvements required by this Agreement. The City Engineer, in his or her sole and absolute discretion, may extend the time specified time in section FIRST of this Agreement for completion of the work if such an extension is in the best interests of the City considering some or all the following factors: 1) whether the Subdivider is capable of completing the required work; 2) whether uncompleted work is necessary for the health, safety and general welfare of the residents or occupants of the tract; 3) whether the Subdivider has started the required work; 4) whether the surety issuing the Subdivision Performance Bond is cooperating with the subdivider and the City in an effort to complete the required work; and/or whether the amount of the Subdivision Surety Bond is sufficient to complete the required work.

**EIGHTH:** Subdivider agrees to file with City prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and

improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by and subject to the requirements of Jurupa Valley Municipal Code Section 7.65.010. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bond, or both, within ten (10) day after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Subdivider fails to take such action as is necessary to comply with said notice; Subdivider shall be in default of this agreement.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City Engineer, either at his or her own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of the agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Richmond American Homes of Maryland, Inc. 391 North Main St, Suite 205 Corona, California 92878

**TWELFTH:** This Agreement contains the entire agreement of the parties as to the matters set forth herein. No waiver of any term or conditions of this Agreement shall be a continuing waiver thereof.

**THIRTEENTH:** To the extent required by Labor Code Section 1720, Subdivider and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the work required by this Agreement from the Director of the Department of Industrial Relations and on its website at <http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm>. These rates are on file with or available from the City Clerk. Copies may be obtained at cost at the City Clerk's office of Jurupa Valley. Subdivider shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Subdivider shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Subdivider shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00)

for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any contractor or subcontractor under him or her, in violation of the provisions of this agreement

**FOURTEENTH:** Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

**FIFTEENTH:** Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

**SIXTEENTH:** General.

A. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

B. Time. Time is of the essence of this Agreement.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Legal Responsibilities. The Subdivider shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Subdivider shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its officers, employees and agents, shall not be liable at law or in equity occasioned by failure of the Subdivider to comply with this subsection.

E. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

\*\*\*\*\* SIGNATURES ON SUCCEEDING PAGES \*\*\*\*\*

**IN WITNESS WHEREOF**, this Agreement has been duly approved and executed on behalf of the parties as of the date first written above.

**SUBDIVIDER**

**Richmond American Homes of Maryland, Inc.**

\_\_\_\_\_  
Name:  
President

\_\_\_\_\_  
Name:  
Secretary

FOR A CORPORATIONS: SIGNATURE OF PRESIDENT AND SECRETARY OF CORPORATION OR A DULY AUTHORIZED CORPORATE RESOLUTION SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION IS REQUIRED.

FOR LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND SIMILAR LEGAL ENTITIES: A DULY AUTHORIZED RESOLUTION OF THE BUSINESS ENTITY OR OTHER DULY AUTHORIZED DOCUMENT SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

**“CITY”**

**CITY OF JURUPA VALLEY, a Municipal corporation**

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Brian Berkson  
Mayor

ATTEST:

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City Clerk

APPROVED:

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Paul Toor  
Director of Public Works/City Engineer

**TWO ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF LANDOWNER MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC.**

APPROVED AS TO FORM

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Peter M. Thorson  
City Attorney

Original: 7/1/11  
Revised: 7/7/21

**SUBDIVISION AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS  
TRACT NO. 38888 (IP24-009)**

This agreement, made and entered as of \_\_\_\_\_, 20\_\_ by and between the City of Jurupa Valley, State of California, hereinafter called City, and Richmond American Homes of Maryland, Inc., a corporation, hereinafter called Subdivider.

In consideration of the mutual promises, consideration and land use entitlements approved for the Tract, the parties hereto agree as follows:

**FIRST:** Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as **Tract Map No. 38888**, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED dollars \$391,200.00.**

**SECOND:** Subdivider agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Subdivider, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

**FOURTH:** The Subdivider hereby grants to City, or any agent or employee of City, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Subdivider has completed work within the time specified or any extension thereof granted by the City and the work has been accepted by the City.

**FIFTH:** The Subdivider shall provide, or cause to be provided, adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Subdivider shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Subdivider, its agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Subdivider, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time in section FIRST of this Agreement, or within such extensions of time which have been granted by City Engineer, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement and notice of such default shall be served upon Subdivider. City Council shall have the power, on recommendation of the City Engineer to terminate all rights of Subdivider because of such default. The determination by the City Engineer the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law, including without limitation, reversion to acreage or calling the Subdivision Performance Bond required by this Agreement or withholding final inspections and/or certificates of occupancies for the structures within the tract, or any combination of these remedies. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety posting the Subdivision Performance Bond from completion of the improvements required by this Agreement. The City Engineer, in his or her sole and absolute discretion, may extend the time specified time in section FIRST of this Agreement for completion of the work if such an extension is in the best interests of the City considering some or all the following factors: 1) whether the Subdivider is capable of completing the required work; 2) whether uncompleted work is necessary for the health, safety and general welfare of the residents or occupants of the tract; 3) whether the Subdivider has started the required work; 4) whether the surety issuing the Subdivision Performance Bond is cooperating with the subdivider and the City in an effort to complete the required work; and/or whether the amount of the Subdivision Surety Bond is sufficient to complete the required work.

**EIGHTH:** Subdivider agrees to file with City prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by and subject to the requirements of Jurupa Valley Municipal Code Section 7.65.010. Subdivider agrees to renew each and

every said bond or bonds with good and sufficient sureties or increase the amount of said bond, or both, within ten (10) day after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Subdivider fails to take such action as is necessary to comply with said notice; Subdivider shall be in default of this agreement.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City Engineer, either at his or her own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of the agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Richmond American Homes of Maryland, Inc. 391 North Main St, Suite 205 Corona, California 92878

**TWELFTH:** This Agreement contains the entire agreement of the parties as to the matters set forth herein. No waiver of any term or conditions of this Agreement shall be a continuing waiver thereof.

**THIRTEENTH:** To the extent required by Labor Code Section 1720, Subdivider and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the work required by this Agreement from the Director of the Department of Industrial Relations and on its website at <http://www.dir.ca.gov/DLSR/DPreWageDetermination.htm>. These rates are on file with or available from the City Clerk. Copies may be obtained at cost at the City Clerk's office of Jurupa Valley. Subdivider shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Subdivider shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Subdivider shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any contractor or subcontractor under him or her, in violation of the provisions of this agreement

**FOURTEENTH:** Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

**FIFTEENTH:** Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

**SIXTEENTH:** General.

A. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

B. Time. Time is of the essence of this Agreement.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Legal Responsibilities. The Subdivider shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Subdivider shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its officers, employees and agents, shall not be liable at law or in equity occasioned by failure of the Subdivider to comply with this subsection.

E. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

\*\*\*\*\* SIGNATURES ON SUCCEEDING PAGES \*\*\*\*\*

**IN WITNESS WHEREOF**, this Agreement has been duly approved and executed on behalf of the parties as of the date first written above.

**SUBDIVIDER**

**Richmond American Homes of Maryland, Inc.**

\_\_\_\_\_  
Name:  
President

\_\_\_\_\_  
Name:  
Secretary

FOR A CORPORATIONS: SIGNATURE OF PRESIDENT AND SECRETARY OF CORPORATION OR A DULY AUTHORIZED CORPORATE RESOLUTION SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION IS REQUIRED.

FOR LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND SIMILAR LEGAL ENTITIES: A DULY AUTHORIZED RESOLUTION OF THE BUSINESS ENTITY OR OTHER DULY AUTHORIZED DOCUMENT SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

**“CITY”**

**CITY OF JURUPA VALLEY, a Municipal corporation**

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Brian Berkson  
Mayor

ATTEST:

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City Clerk

APPROVED:

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Paul Toor  
Director of Public Works/City Engineer

**TWO ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF LANDOWNER MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC.**

APPROVED AS TO FORM

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Peter M. Thorson  
City Attorney

Original: 7/1/11  
Revised: 7/7/21

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS  
FTR38888**

This agreement, made and entered into as of \_\_\_\_\_, 2026 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and Richmond American Homes of Maryland, an incorporation hereinafter called Subdivider.

**WITNESSETH:**

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Tract Map Number 38888 hereby agrees, at Subdivider's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Engineer tie notes for said tract in accordance with the standards set forth in Chapter 7.20, including Section 7.20.100, of the Jurupa Valley Municipal Code and Section 8771 et seq. of the Business and Professions Code of the State of California. Subdivider further agrees to pay, within 30 days of presentation to Subdivider of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Subdivider further agrees that if payment to the surveyor or engineer is not made within 30 days and the surveyor or engineer notifies City Engineer that he has not been paid for setting the final monuments, the City Council is authorized pursuant to Section 66497 of the Government Code, after providing Subdivider with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, to order that payment be made by City to the engineer or surveyor. If this occurs, the Subdivider shall, upon demand made by the City Engineer, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Subdivider, its surety, and all parties who may have an interest in the agreement or any portion thereof. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City Engineer. The estimated cost of said work and improvements is the sum of Monument Bond Amount sixty-four thousand eight hundred dollars (\$64,800.00).

SECOND: Subdivider agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Subdivider, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Subdivider. Subdivider agrees to protect, defend, and

hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Subdivider hereby grants to City, the Surety upon any bond, and to the agents, employees and contractors of either of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Subdivider or the Surety has completed work within the time specified or any extension thereof granted by the City. It is further agreed that Subdivider shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Subdivider to carry out this agreement.

FIFTH: Subdivider agrees to file with City prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the City for the benefit of any surveyor or engineer who has not been paid by the Subdivider, as provided for by Section 66495 et seq. of the Government Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Subdivider fails to take such action as is necessary to comply with said notice, Subdivider shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Subdivider of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If Subdivider neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by City, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Subdivider in such agreement, but said termination shall not affect or terminate any of the rights of City as against Subdivider or its Surety then existing or which thereafter accrue because of such default. The determination of the City Engineer of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law. The failure of the Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

SEVENTH: If Subdivider, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time in section FIRST of this Agreement, or within such extensions of time which have been granted by City Engineer, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement and notice of such default shall be served upon Subdivider. City Council shall have the power, on recommendation of the City Engineer to terminate all rights of Subdivider because of such default. The determination by the City Engineer the question as to whether any of the terms of the agreement or specifications have been violated, or have not been

performed satisfactorily, shall be conclusive upon the Subdivider and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law, including without limitation, reversion to acreage or calling the Subdivision Performance Bond required by this Agreement or withholding final inspections and/or certificates of occupancies for the structures within the tract, or any combination of these remedies. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety posting the Subdivision Performance Bond from completion of the improvements required by this Agreement. The City Engineer, in his or her sole and absolute discretion, may extend the time specified time in section FIRST of this Agreement for completion of the work if such an extension is in the best interests of the City considering some or all the following factors: 1) whether the Subdivider is capable of completing the required work; 2) whether uncompleted work is necessary for the health, safety and general welfare of the residents or occupants of the tract; 3) whether the Subdivider has started the required work; 4) whether the surety issuing the Subdivision Performance Bond is cooperating with the subdivider and the City in an effort to complete the required work; and/or whether the amount of the Subdivision Surety Bond is sufficient to complete the required work.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City  
City of Jurupa Valley  
8930 Limonite Ave  
Jurupa Valley, CA 92509

Subdivider  
Richmond American Homes of Maryland, Inc.  
391 N. Main Street, Suite 205  
Corona, CA 92879

TENTH: General.

A. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

B. Time. Time is of the essence of this Agreement.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Legal Responsibilities. The Subdivider shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Subdivider shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its

officers, employees and agents, shall not be liable at law or in equity occasioned by failure of the Subdivider to comply with this subsection.

E. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

**IN WITNESS WHEREOF**, this Agreement has been duly approved and executed on behalf of the parties as of the date first written above.

**SUBDIVIDER**

\_\_\_\_\_  
Name:  
President

\_\_\_\_\_  
Name:  
Secretary

FOR A CORPORATIONS: SIGNATURE OF PRESIDENT AND SECRETARY OF CORPORATION OR A DULY AUTHORIZED CORPORATE RESOLUTION SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION IS REQUIRED.

FOR LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND SIMILAR LEGAL ENTITIES: A DULY AUTHORIZED RESOLUTION OF THE BUSINESS ENTITY OR OTHER DULY AUTHORIZED DOCUMENT SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION

TWO ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.

**“CITY”  
CITY OF JURUPA VALLEY, a Municipal corporation**

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Brian Berkson  
Mayor

ATTEST:

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Maria Morris, CMC  
City Clerk

APPROVED:

---

Paul Toor  
Director of Public Works/City Engineer

APPROVED AS TO FORM

---

Peter M. Thorson  
City Attorney

Original: 7/1/11  
Revised: 10/2//25



# City of Jurupa Valley

## FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the City of Jurupa Valley will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, \_\_\_\_\_.

NAME OF PRINCIPAL: Richmond American Homes of Maryland, Inc.

AUTHORIZED SIGNATURE(S):

By: \_\_\_\_\_  
Name:  
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: XL Specialty Insurance Company

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**





# City of Jurupa Valley

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, \_\_\_\_\_.

NAME OF PRINCIPAL: Richmond American Homes of Maryland, Inc.

AUTHORIZED SIGNATURE(S):

By: \_\_\_\_\_  
Name:  
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: XL Specialty Insurance Company

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**



# City of Jurupa Valley

## FAITHFUL PERFORMANCE BOND

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AUTHORIZED SIGNATURE(S):

By: \_\_\_\_\_  
Name:  
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: XL Specialty Insurance Company

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**





# City of Jurupa Valley

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, \_\_\_\_\_.

NAME OF PRINCIPAL: Richmond American Homes of Maryland, Inc.

AUTHORIZED SIGNATURE(S):

By: \_\_\_\_\_  
Name:  
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: XL Specialty Insurance Company

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**

**SUBDIVISION MONUMENT BOND**  
 CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 (Government Code Section 66496)

		Tract/Parcel Map No	Tract 38888
		Bond No	
Surety	XL Specialty Insurance Company	Principal	Richmond American Homes of Maryland, Inc.
Address	677 Washington Blvd., 10th Floor, Suite 1000	Address	391 N. Main Street, Suite 205
City/State	Stamford, CT	City/State	Corona, CA
Zip	06902	Zip	92879
Phone	(203) 964-5200	Phone	(714) 613-3073

KNOW ALL MEN BY THESE PRESENTS:

That, Richmond American Homes of Maryland, Inc. subdivider, as principal, and XL Specialty Insurance Company a corporation, as surety, are hereby jointly and severally bound to pay to the City of Jurupa Valley the sum of sixty-four thousand eight hundred dollars (\$64,800.00).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract Map Number 38888, entered into an agreement with the City of Jurupa Valley to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the original term thereof, or of any extension of said term that may be granted by the City of Jurupa Valley, with or without notice to the surety, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_.

NAME OF PRINCIPAL: \_\_\_\_\_

AUTHORIZED SIGNATURE(S):

By: \_\_\_\_\_  
Name:  
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**