



REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL

Thursday, November 19, 2020

Closed Session: 6:00 p.m.

Regular Session: 7:00 p.m.

City Council Chamber

8930 Limonite Avenue, Jurupa Valley, CA 92509

Special Notice

In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20, the City of Jurupa Valley is urging those wishing to attend the Council meeting, to avoid attending the meeting and watch the live webcast, which can be accessed at this link: <https://www.jurupavalley.org/422/Meeting-Videos> Public Comments may either be made in person or by submitting them by email to the City Clerk at CityClerk@jurupavalley.org Members of the public are encouraged to submit email comments prior to 6:00 p.m. the day of the meeting but email comments must be submitted prior to the item being called by the Mayor. The City Clerk shall announce all email comments, provided, that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. The City cannot accept comments on Agenda items during the Council Meeting on Facebook, social media or by text.

1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

2. CONVENE TO CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** The City Council will meet in closed session pursuant to Government Code Section 54956.8 regarding the granting of a utility easement to Southern California Edison generally along Pat's Ranch

Road from Cantu-Galliano Road to Limonite as provided and described in the “Decision Granting a Certificate of Public Convenience and Necessity for the Riverside Transmission Reliability Project” approved by the California Public Utilities Commission on March 12, 2020 (Case No. A.15-04-013; Decision No. 20-03-001). The parties to the negotiations for the grant of the easement are: City of Jurupa Valley and Southern California Edison. Negotiators for the City of Jurupa Valley are: Rod Butler, George Wentz, Paul Toor, Steve Loriso, Tilden Kim, Stephen Lee and Paula Gutierrez-Baeza. Under negotiation are the terms of the grant of the easement.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** The City Council will meet in closed session pursuant to Government Code Section 54956.8 regarding the potential purchase of real property located at 5293 Mission Boulevard, Jurupa Valley 92509 (former Riverside County Fleet Services Building). The parties to the negotiations for the purchase of the property are: City of Jurupa Valley and County of Riverside. Negotiators for the City of Jurupa Valley are: Rod Butler, George Wentz and Peter Thorson. Under negotiation are the price and terms of payment for the potential purchase of the property.
- D. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.** The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: *City of Jurupa Valley v. County of Riverside, Paul Angulo as Auditor-Controller* (Riverside County Superior Court No. RIC 1507690).

3. RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

4. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. APPROVAL OF AGENDA

8. PRESENTATIONS

- A. UPDATE ON LOCAL ECONOMIC ASSISTANCE PROGRAM (LEAP) – PRESENTED BY SEAN MCGOVERN, SR. MANAGEMENT ANALYST**

9. PUBLIC APPEARANCE/COMMENTS

Persons wishing to address the City Council on subjects other than those listed on the Agenda are requested to do so at this time. A member of the public who wishes to speak under Public Appearance/Comments OR the Consent Calendar must fill out a “Speaker Card” and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. When addressing the City Council, please come to the podium and state your name and address for the record. While listing your name and address is not required, it helps us to provide follow-up information to you if needed. In order to conduct a timely meeting, we ask that you keep your comments to 3 minutes. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

11. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR ANTHONY KELLY, JR.

- 1. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF NOVEMBER 19, 2020**

B. COUNCIL MEMBER CHRIS BARAJAS

- 1. UPDATE ON THE WESTERN COMMUNITY ENERGY - JOINT MEETING OF THE BOARD OF DIRECTORS AND TECHNICAL ADVISORY COMMITTEE OF NOVEMBER 12, 2020**

C. COUNCIL MEMBER BRIAN BERKSON

- 1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF NOVEMBER 12, 2020**
- 2. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF NOVEMBER 13, 2020**
- 3. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF NOVEMBER 19, 2020**

12. CITY MANAGER’S UPDATE

13. APPROVAL OF MINUTES

A. OCTOBER 29, 2020 ADJOURNED REGULAR MEETING

B. NOVEMBER 5, 2020 REGULAR MEETING

14. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)

(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda

B. ORDINANCE NO. 2020-20

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-20, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 12.25.135 OF THE JURUPA VALLEY MUNICIPAL CODE REGULATING TO PARKING ON OFF-STREET CITY PARKING LOTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15323

C. APPROVAL OF FINAL TRACT MAP 31894 LOCATED EAST OF SIERRA AVENUE AND NORTH OF LA CANADA DRIVE INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LENNAR HOMES OF CALIFORNIA, INC.)

1. Requested Action: That the City Council approve Tract Map 31894 and accept the dedications as follows:

- a. Accept the real property described as an easement for street and public utility purposes over all of Lots “A” through “II”, inclusive as shown on Tract Map 31894.
- b. Accept an easement described as a one (1) foot wide barrier strip for road and access control over all of Lots “JJ” (eastern terminus of 20th Street) and “KK” (La Canada Drive and Pacific Avenue) as shown on Tract Map 31894.
- c. An easement for public trail purposes (north side of 20th Street).
- d. An easement for access purposes to landscape Lot 417 from Lot GG (Glenwood Springs Drive).

- e. Release and relinquishment of property rights and vehicular access along Lot “N” (Sierra Avenue), Lot “A” (20th Street), Lot “K” (Laramore Lane), Lot “B” (Kings Canyon Drive) between 20th Street and June Mountain Way, Lot “F” (Stoney Point Cove) between 20th Street and June Mountain Way, Lot “O” (Volcano Way) between Sierra Avenue and Flagstaff Drive, Lot “Y” (Canyonlands Drive) between Sierra Avenue and Denali Drive, Lots “X”, “Z”, and “AA” (Rodeo Drive) between Mammoth Avenue and the easterly line of the subdivision boundary the owners of lots 4, 5, 13, 14, 57, 58, 118, 119, 125, 128, 134, 135, 136, 144, 153, 154, 155, 156, 157, 158, 159, 160, 164, 244, 271, 272, 343, 348, 349, 369, 370, 381, 382, 390, 391, 398, 399, 400, 402, 403, 404, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 419, and 422 abutting these roads and during such time will have no rights of access except the general easement of travel as shown on Final Tract Map 31894.
 - f. Accept the real property in fee title of Lots 399 and 403 for open space, water quality basin, and public trail purposes as shown on Tract Map 31894.
 - g. Accept the real property in fee title of Lots 407 through 413, inclusive, 415, 416, 417, and 419 for landscape purposes as shown on Tract Map 31894.
 - h. Accept the real property in fee title of Lot 401 for open space purposes as shown on Tract Map 31894.
 - i. Accept the real property in fee title of Lot 402 for open space and public trail purposes as shown on Tract Map 31894.
 - j. Accept the real property in fee title of Lot 406 for public trail, water quality basin, and landscape purposes as shown on Tract Map 31894.
 - k. Accept the real property in fee title of Lot 414 for landscape and public trail purposes as shown on Tract Map 31894.
 - l. Accept the real property in fee title of Lots 421, 423, 424, and 426 for water quality basin purposes as shown on Tract Map 31894.
 - m. Accept the real property in fee title of Lots 425 and 427 for water quality basin and landscape purposes as shown on Tract Map 31894.
- 2. Authorize the Mayor and City Clerk to sign Tract Map 31894.
 - 3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Agreements.

4. Accept the Faithful Performance Bond No. 800039862 in the amount of \$1,018,000 and Material and Labor Bond No. 800039862 in the amount of \$509,000 from Atlantic Specialty Insurance Company for the construction of off-site improvements on Armstrong Avenue and Pacific Avenue, Faithful Performance Bond No. 30083047 in the amount of \$1,381,500 and Material and Labor Bond No. 30083047 in the amount of \$690,750 from The Continental Insurance Company for the construction of Jurupa Community Services District improvements within Tract Map 31894, Faithful Performance Bond No. 30083046 in the amount of \$3,108,500 and Material and Labor Bond No. 30083046 in the amount of \$1,554,250 from The Continental Insurance Company for the construction of Rubidoux Community Services District improvements within Tract Map 31894, Faithful Performance Bond No. 30083076 in the amount of \$10,061,000 and Material and Labor Bond No. 30083076 in the amount of \$5,030,500 from The Continental Insurance Company for the construction of on-site street improvements within Tract Map 31894, Faithful Performance Bond No. 0228639 in the amount of \$835,000 and Material and Labor Bond No. 0228639 in the amount of \$417,500 from Berkley Insurance Company for the construction of off-site improvements on Pacific Avenue, Faithful Performance Bond No. 024244850 in the amount of \$1,503,000 and Material and Labor Bond No. 024244850 in the amount of \$751,500 from Liberty Mutual Insurance Company for the construction of Riverside County Flood Control District facilities, and the cash deposit bond in the amount of \$5,400 for the subdivision monuments.

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

- A. CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 20131: EXTENSION OF TIME (EOT) FOR CONDITIONAL USE PERMIT (CUP) NO. 17004 FOR A PROPOSED CHEVRON GAS STATION AND CONVENIENCE STORE WITH BEER AND WINE SALE FOR OFF-SITE CONSUMPTION AND FUTURE DRIVE-THRU RESTAURANT LOCATED AT THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008 & 169-031-009); (APPLICANT: SHIELD TECH, LLC)**

Requested Action: That the City Council continue the public hearing to December 17, 2020 in order to allow the applicant additional time to address the Council's comments.

- B. PUBLIC HEARING REGARDING SUBMISSION OF THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

1. Requested Action: That the City Council receive and file the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER); and

2. That the City Council adopt Resolution No. 2020-86, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

17. COUNCIL BUSINESS

A. DISCUSSION OF A COMPREHENSIVE REVISION TO THE PROVISIONS OF THE CITY'S ZONING CODE REGULATING ALCOHOL SALES (AT THE REQUEST OF MAYOR PRO TEM LORENA BARAJAS)

Requested Action: That the City Council discuss a comprehensive revision to the provisions of the City's Zoning Code regulating alcohol sales and, if appropriate, direct Staff to prepare revisions to the Code concerning alcohol sales.

18. CITY ATTORNEY'S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

Adjourn to the Regular Meeting of December 3, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at www.jurupavalley.org.

Agendas and Minutes are posted on the City's website at www.jurupavalley.org.

**MINUTES
OF THE ADJOURNED REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
October 29, 2020**

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue,
Jurupa Valley, CA

1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR COUNCIL WORKSHOP

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Kelly called the Council Workshop to order at 6:10 p.m. Council Member Goodland arrived at 6:15 p.m. Council Member Brian Berkson participated via teleconference.

2. COUNCIL WORKSHOP - DEVELOPMENT IMPACT FEE STUDY

A. PRESENTED BY SCOTT THORPE, REVENUE & COST SPECIALISTS, LLC

Tim Jonasson, Senior Manager, gave a presentation on the proposed development impact fee study. Mr. Jonasson provided background on the basis for the fee study and the Nexus report.

Scott Thorpe, Revenue & Cost Specialists, LLC, provided additional information on the methodology of the fee study. He responded to Council's questions.

Betty Anderson suggested various modifications to the proposed fee study which include adding the cities of Riverside, Ontario, and Fontana to the list of comparable cities. She recommended that some of the proposed fees should be adjusted to reflect what types of uses the City is trying to attract and/or discourage.

Bill Blankenship, representing the National Association of Office Properties, stated that they are seeking a stakeholder driven process and are hopeful that that is part of the consideration. He cautioned the Council not to use fees to discourage certain types of development as fees are about mitigating impacts of development.

Mayor Kelly called a brief three-minute recess.

3. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the regular Council meeting to order at 7:00 p.m. Mayor Pro Tem Lorena Barajas and Council Member Brian Berkson participated via teleconference.

4. INVOCATION was given by Pastor Jeremy Williams, Grace Fellowship Church.

5. PLEDGE OF ALLEGIANCE was led by Lieutenant Danny Young.

6. APPROVAL OF AGENDA

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Agenda.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

7. PRESENTATIONS

A. FAIR HOUSING PRESENTATION – PRESENTED BY RICHARD LEMIRE, FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY

Richard Lemire, representing the Fair Housing Council of Riverside County, gave an update on their activities and programs. He announced that they will sponsor a Thanksgiving food giveaway to the first 250 attendees who have pre-registered on November 24, 2020. He encouraged residents who need assistance with housing issues to call their office at (951) 682-6581 or visit their website at: www.fairhousing.net

B. UPDATE ON JURUPA ROAD/VAN BUREN BOULEVARD GRADE SEPARATION PROJECT – PRESENTED BY PATRICK SOMERVILLE, PROJECT MANAGER REPRESENTING HNTB

Patrick Somerville, Project Manager, representing HNTB, gave an update on the project status for the Jurupa Road/Van Buren Boulevard Grade Separation Project. Mr. Somerville provided information on the proposed road closures, detour routes, and the construction timeline for the project.

C. UPDATE AND ACTIVITIES REPORT FROM REACH OUT – PRESENTED BY DIANA FOX, EXECUTIVE DIRECTOR

Teresa Fernandez, Director, Community Health & Policy, Reach Out, gave an update on their activities and programs.

D. UPDATE AND ACTIVITIES REPORT FROM JURUPA VALLEY CHAMBER OF COMMERCE – PRESENTED BY DIANA LEJA, PRESIDENT

Diana Leja, President of the Jurupa Valley Chamber of Commerce, gave an update on their activities and programs.

8. PUBLIC APPEARANCE/COMMENTS

There were no public comments.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Kelly encouraged citizens to continue to practice social distancing and to wear a facemask as it keeps everyone safe.

Council Member Micheal Goodland encouraged citizens to exercise their right to vote on November 3, 2020.

Council Member Chris Barajas took a moment to say thank you to Diana Leja, representing the Jurupa Valley Chamber of Commerce and Diana Fox, representing Reach Out for all their volunteer work and selfless effort that they put forth on a regular basis to help better the community.

Mayor Pro Tem Lorena Barajas thanked City Manager Rod Butler, Terri Rollings and staff for all their work in getting the information out on social media regarding the COVID-19 virus, testing sites, and Q&A. She encouraged everyone to respect one another during this election season noting that there has been reports of vandalism and theft of political signs.

Council Member Brian Berkson encouraged citizens to vote and let their voice be heard on Tuesday, November 3, 2020. He suggested alternative ways to enjoy Halloween while minimizing the risk of spreading COVID-19.

10. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR ANTHONY KELLY, JR.

1. Mayor Kelly gave an update on the Riverside Transit Agency meeting of October 7, 2020.

2. Mayor Kelly gave an update on the Northwest Transportation Now Coalition meeting of October 8, 2020.
3. Mayor Kelly gave an update on the Northwest Mosquito and Vector Control district meeting of October 15, 2020.

B. MAYOR PRO TEM LORENA BARAJAS

1. Mayor Pro Tem Lorena Barajas gave an update on the Western Riverside County - Regional Conservation Authority meeting of October 5, 2020.

C. COUNCIL MEMBER CHRIS BARAJAS

1. Council Member Barajas gave an update on the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory committee meeting of October 14, 2020.

D. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of October 14, 2020.

E. COUNCIL MEMBER MICHEAL GOODLAND

1. Council Member Goodland gave an update on the Western Riverside Council of Governments – Executive Committee meeting of October 5, 2020.

11. CITY MANAGER’S UPDATE

City Manager Rod Butler thanked the members of the City’s public works crew, West Coast Arborists and MCE for all their work during the high wind event last week. He reported that during this wind event, many residents lost their power. He noted that the City government has no control over the SCE outages. He encouraged residents to visit SCE’s website at www.SCE.com where they can find out where future outages are scheduled to occur.

12. APPROVAL OF MINUTES

A. OCTOBER 1, 2020 REGULAR MEETING

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Lorena Barajas, to approve the Minutes of the October 1, 2020 regular meeting.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

13. CONSENT CALENDAR

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. AGREEMENT FOR ON-CALL ASPHALT REPAIR AND REPLACEMENT SERVICES

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Hardy & Harper, Inc. for the 2020-2021 Asphalt Repair & Replacement Services project for an amount not to exceed \$99,998.00 and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

C. AWARD OF CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR THE PEDLEY ROAD INTERSECTION IMPROVEMENTS, CIP PROJECT NO. 16-B.1

1. Requested Action: That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of \$904,950 for the Pedley Road Intersection Improvements Project for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

D. ADOPTION OF A RESOLUTION APPOINTING PAUL TOOR AS THE CITY ENGINEER

Requested Action: That the City Council pass and adopt Resolution No. 2020-84, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPOINTING PAUL TOOR, P.E., AS THE CITY ENGINEER

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Chris Barajas, to approve the Consent Calendar.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

14. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

15. PUBLIC HEARINGS

The following item was taken out of order:

- C. CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 16224: GENERAL PLAN AMENDMENT (GPA) NO. 16006, CHANGE OF ZONE (CZ) NO. 16011, TENTATIVE PARCEL MAP (TPM) NO. 37126 AND SITE DEVELOPMENT PERMIT (SDP) NO. 16043 FOR MISSION GATEWAY PLAZA & MISSION GATEWAY VILLAS (A MIXED-USE PROJECT CONSISTING OF COMMERCIAL AND 57-UNIT MULTI-HOUSING DEVELOPMENT) LOCATED AT THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, 003, 004, 005 & 006); (APPLICANT: NORTHTOWN HOUSING DEVELOPMENT CORPORATION) (CONTINUED FROM THE OCTOBER 1, 2020 MEETING)**

City Attorney Peter Thorson announced that Mayor Pro Tem Lorena Barajas' employer does work with the applicant, therefore, she will be abstaining from this item. Mayor Pro Tem Barajas turned off her microphone and exited the meeting room.

Rocio Lopez, Senior Planner, presented the staff report. Ms. Lopez outlined the background of the project and the various entitlements. She reported on some of the key issues that the Council wanted addressed which included reducing the height of the development to protect the views of Mount Rubidoux, excessive street parking, adding a gateway sign to the project, and increasing the fence height between the residential and commercial parcels from six to eight feet. Ms. Lopez clarified the changes made by the applicant and described the revised project description. She presented an overview of the type of uses being proposed which are aimed for the residential neighborhood and multi-family clientele.

Mayor Kelly opened the public hearing.

Darrell Brown, representing Northtown Development Corporation (applicant), spoke in support of the project. Mr. Brown described the amenities of the proposed project and provided an overview of Northtown and how they manage their properties. He described the services that they provide to the community which include after school tutoring, summer day camps, emergency service referrals, and veteran services.

Curtis Dally, representing Northtown Housing Development Corporation, (applicant), provided information on the airport land use guidelines and the design of the overflow parking. He offered to answer any questions.

Jonathan Garcia voiced concern that the proposed project will exacerbate the existing traffic issues. Mr. Garcia indicated that 34th Street is a long, narrow, residential road. Starting from Rubidoux Boulevard to Crestmore Avenue, there is only one stop sign that does little to slow traffic. He asked if the developer and the City could share the cost of adding more traffic stops and necessary speed bumps along 34th Street.

Mayor Kelly concurred with the speaker's comments, noting that there are some inadequacies pertaining to the intersection of Crestmore and 34th Street. He suggested that this area be further studied. He thanked the developer for working cooperatively with the Council. He suggested that the name be changed to Rubidoux Gateway Plaza and Mission Villas as distinct signage to represent the community.

Darrell Brown, representing Northtown, provided additional information on the project, stating that they will provide a beneficial project for the community.

Further discussion followed.

There being no further comments, Mayor Kelly closed the public hearing.

Council Member Chris Barajas suggested that the gateway sign read: "Welcome to the City of Jurupa Valley" with a subtitle identifying the community of Rubidoux.

Council Member Micheal Goodland spoke in support of the project, noting that he is encouraged by the developer's many community programs that it provides for its residents.

Council Member Brian Berkson stated that the developer was given quite an extensive list by the Council to make changes to their project which would protect the views of Mt. Rubidoux and reduce the number of offsite parking spaces. He commended the developer for bringing back a new plan that would meet the needs of the community.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to adopt Resolution No. 2020-54, as revised to reflect that the name of the project shall be changed to Rubidoux Gateway Plaza and Mission Villas, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR A MIXED-USE DEVELOPMENT PROJECT ON APPROXIMATELY 7.13 GROSS ACRES LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006), OVERRULING THE AIRPORT LAND USE COMMISSION'S DETERMINATION OF INCONSISTENCY, AND APPROVING GENERAL PLAN AMENDMENT NO. 16006, TENTATIVE PARCEL MAP NO. 37126, AND SITE DEVELOPMENT PERMIT NO. 16043 TO PERMIT THE SUBDIVISION OF APPROXIMATELY 7.13 GROSS ACRES LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006) INTO 2 PARCELS TO ALLOW FOR A MIXED-USE DEVELOPMENT PROJECT

**Ayes: C. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None
Abstain: L. Barajas**

A motion was made by Mayor Anthony Kelly, seconded by Council Member Micheal Goodland, to introduce Ordinance No. 2020-10, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 1.81 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006) FROM RUBIDOUX-VILLAGE COMMERCIAL (R-VC), MULTIPLE FAMILY DWELLINGS (R-2), AND LIGHT AGRICULTURE (A-1) ZONES TO RUBIDOUX-VILLAGE COMMERCIAL (R-VC) ZONE, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 5.20 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006) FROM RUBIDOUX-VILLAGE COMMERCIAL (R-VC), MULTIPLE FAMILY DWELLINGS (R-2), AND

LIGHT AGRICULTURE (A-1) ZONES TO GENERAL RESIDENTIAL (R-3) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

Ayes: C. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None
Abstain: L. Barajas

Mayor Pro Tem Barajas returned to the meeting room.

- A. CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 20131: EXTENSION OF TIME (EOT) FOR CONDITIONAL USE PERMIT (CUP) NO. 17004 FOR A PROPOSED CHEVRON GAS STATION AND CONVENIENCE STORE WITH BEER AND WINE SALE FOR OFF-SITE CONSUMPTION AND FUTURE DRIVE-THRU RESTAURANT LOCATED AT THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008 & 169-031-009); (APPLICANT: SHIELD TECH, LLC)**

Rocio Lopez, Senior Planner, presented the staff report. Ms. Lopez reported that the applicant has requested a continuance to the November 19, 2020 meeting in order to allow them to adequately address the Council's comments from the previous meeting.

Mayor Kelly opened the public hearing.

There were no public comments.

By consensus, the City Council continued the public hearing to the November 19, 2020 meeting.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

- A. PUBLIC HEARING TO CONSIDER CALLING A SPECIAL ELECTION; DECLARING THE RESULTS OF THE ELECTION; AND APPROVING FORMATION AND LEVY OF SPECIAL TAXES FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK) GENERALLY LOCATED EAST OF THE INTERSECTION OF 30TH STREET AND SIERRA AVENUE, TRACTS 31894 AND 37470**

Paul Toor, City Engineer, presented the staff report.

Mayor Kelly opened the public hearing.

There being no further comments, Mayor Kelly closed the public hearing.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution Nos. 2020-79 and 2020-80, entitled:

RESOLUTION NO. 2020-79 - A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF; AND

RESOLUTION NO. 2020-80 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

At the request of the Mayor, the City Clerk announced that one owner cast one ballot. All votes cast were in favor of the special tax.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2020-81, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to introduce Ordinance No. 2020-15, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None**

B. PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT NO. 20002 (ZCA20002): AMENDMENT TO SECTIONS 9.240.290 AND 9.10.465 AND DELETING SECTION 9.10.555 OF THE CITY OF JURUPA VALLEY MUNICIPAL CODE TO ALLOW ACCESSORY DWELLING UNITS (ADUs) AND JUNIOR ACCESSORY DWELLING UNITS (JADUs) IN COMPLIANCE WITH STATE LAW; AND FEE SCHEDULE AMENDMENT TO UPDATE THE FEES IN SECTION 3.65.030 OF THE JURUPA VALLEY MUNICIPAL CODE TO INCLUDE A FEE FOR ACCESSORY DWELLING UNITS AND REMOVE A FEE FOR SECOND UNIT PERMITS

Jean Ward, Senior Planning Consultant, presented the staff report. Ms. Ward reported that the prior ADU ordinance was adopted by the City in 2018 to bring it into compliance with state law. Since January 1, 2020 several new laws have come into effect that impact how the City regulates ADU's. Ms. Ward gave an overview of the new changes.

Mayor Kelly opened the public hearing.

There being no further comments, Mayor Kelly closed the public hearing.

Council Member Chris Barajas asked whether developer impact fees are charged for Accessory Dwelling Units, and if not, he would like to request that this be considered as part of the ongoing DIF Study.

Further discussion followed.

Council Member Micheal Goodland stated that he resents the governor from making these decisions as they further erode local control over land use issues.

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Chris Barajas, to introduce Ordinance No. 2020-18, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTIONS 9.240.290 AND 9.10.465 AND DELETING SECTION 9.10.555 OF THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None**

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Chris Barajas, to adopt Resolution No. 2020-83, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE SCHEDULE OF PLANNING FEES TO ADD A DEPOSIT-BASED FEE TO THE CITY FEE SCHEDULE FOR ACCESSORY DWELLING UNIT PERMITS

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None**

- C. PUBLIC HEARING TO CONSIDER CHANGE OF ZONE (CZ) NO. 20005 AND ZONING CODE AMENDMENT (ZCA) NO. 20003, FOR 5301 EL RIO AVENUE (APN: 178-290-012) (ALSO REFERRED TO AS LAND AMENDMENT NO. 6 OR LUA 6); 5288 BELL AVENUE (APN: 178-182-020) (LUA 7); 5286 BELL AVENUE (APN: 178-290-001) (LUA 8); AND VARIOUS PARCELS LOCATED SOUTH OF INTERSTATE 60 BETWEEN JURUPA ROAD AND OPAL STREET, NORTH OF MISSION BOULEVARD (APNS: 177-100-001, -003, -006, -011, -016, -021, -022, -024, -025, -028, AND -031, AND 177-150-001, -002, -003, -004, -005, -006, -007, AND -011) (LUA 15-B); CHANGE OF ZONE OF APPROXIMATELY 35.5 COMBINED GROSS ACRES OF REAL PROPERTY FROM (1) N-A (NATURAL ASSETS) ZONE TO R-2 (MULTIPLE FAMILY DWELLINGS) ZONE FOR LUA 6, (2) A-1 (LIGHT AGRICULTURE) ZONE TO R-2 (MULTIPLE FAMILY DWELLINGS) ZONE FOR LUA 7, (3) N-A (NATURAL ASSETS) ZONE TO C-T (TOURIST COMMERCIAL) ZONE FOR LUA 8, AND (4) M-SC (MANUFACTURING-SERVICE COMMERCIAL) ZONE TO C-P-S (SCENIC HIGHWAY COMMERCIAL) ZONE FOR LUA 15-B; AND ZONING CODE AMENDMENT (ZCA) NO. 20003 TO AMEND SECTION 9.120.010 BY ADDING “MOTOR SPORTS RACEWAYS” AS A USE**

PERMITTED SUBJECT TO APPROVAL OF A CONDITIONAL USE PERMIT

Tamara Campbell, Principal Planner, presented the staff report. Ms. Campbell reported that this item will change the zone in several areas located throughout Jurupa Valley. She provided a brief background of the process that involved the adoption of the General Plan in 2017. At that time, the City Council decided to change the land use designations of 21 different areas throughout the community. This would require subsequent zone changes to ensure the zoning and the General Plan would be consistent with one another. Tonight is the first phase of that process which includes four different zone change areas. Ms. Campbell gave an overview of the City's public outreach efforts that provided additional clarification for affected property owners.

Ms. Campbell noted for the record that the City received correspondence from Rosemary and Robert Voss.

Mayor Kelly opened the public hearing.

There being no further comments, Mayor Kelly closed the public hearing.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to introduce Ordinance No. 2020-16, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY (1) 1.85 GROSS ACRES OF REAL PROPERTY LOCATED AT 5302 EL RIO AVENUE (APN: 178-290-012) FROM NATURAL ASSETS (N-A) ZONE TO MULTIPLE FAMILY DWELLINGS (R-2) ZONE, (2) 30,000 SQUARE FEET OF REAL PROPERTY LOCATED AT 5288 BELL AVENUE (APN: 178-182-020) FROM LIGHT AGRICULTURE (A-1) ZONE TO MULTIPLE FAMILY DWELLINGS (R-2) ZONE, (3) 7.7 GROSS ACRES OF REAL PROPERTY LOCATED AT 5286 BELL AVENUE (APN: 178-290-001) FROM NATURAL ASSETS (N-A) ZONE TO TOURIST COMMERCIAL (C-T) ZONE, AND (4) 13.57 GROSS ACRES OF REAL PROPERTY LOCATED SOUTH OF INTERSTATE 60, EAST OF JURUPA ROAD, NORTH OF MISSION BOULEVARD, AND WEST OF OPAL STREET (APNS: 177-100-001, -003, -006, -011, -016, -021, -022, -024, -025, -028, AND -031, AND 177-150-001, -002, -003, -004, -005, -006, -007, AND -011) FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) ZONE TO SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to introduce Ordinance No. 2020-17, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 9.120.010 (“PERMITTED USES”) OF CHAPTER 9.120 (“C-T ZONE (TOURIST COMMERCIAL)”) OF TITLE 9 (“PLANNING AND ZONING”) OF THE JURUPA VALLEY MUNICIPAL CODE TO ALLOW MOTOR SPORTS RACEWAYS AS PERMITTED USES IN THE TOURIST COMMERCIAL (C-T) ZONE SUBJECT TO APPROVAL OF A CONDITIONAL USE PERMIT, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

16. COUNCIL BUSINESS

A. APPROVAL OF AGREEMENTS WITH REACH OUT AND THE JURUPA VALLEY CHAMBER OF COMMERCE FOR FY 2020-21 FUNDING

City Manager Rod Butler presented the staff report.

Council Member Chris Barajas thanked staff, Reach Out and the Chamber of Commerce for their detailed reports as it will help facilitate a positive and productive partnership with the City.

Mayor Pro Tem Lorena Barajas suggested that both organizations provide quarterly updates to the Council.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the Reach Out and Jurupa Valley Chamber of Commerce Agreements for FY 2020/21 funding, and authorize the Mayor to execute the Agreements.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

B. INITIATION OF ZONING CODE AMENDMENT FOR INCLUSION OF A “COMMUNITY BENEFIT ENTITLEMENT PERMIT AND PROCEDURES” SECTION FOR THE ZONING CODE

Tamara Campbell, Principal Planner, presented the staff report. Ms. Campbell reported that this item will develop a community benefit entitlement process for organizations that provide valuable community benefits. She indicated that local non-profits sometimes need to obtain a discretionary zoning entitlement such as a Conditional Use Permit or a Site Development Permit. The entitlement process can be lengthy and expensive and can be challenging for non-profit organizations that rely on donations to operate.

Council Member Brian Berkson asked how many non-profits would benefit from this new entitlement process, suggesting that there may be a different methodology to use.

Mayor Pro Tem Lorena Barajas concurred with Council Member Brian Berkson and requested that additional information be provided prior to the Council moving forward.

Council Member Chris Barajas voiced a concern that creating exemptions for non-profits may not be the best way to address this issue.

Thomas Merrell, Planning Director, clarified staff’s intent with the proposed policy. The Council is merely being asked to submit this to the Planning Commission in order to put together a draft ordinance that would go back to the Council.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Brian Berkson, to initiate a zoning code amendment that will provide for entitlement permitting procedures for non-profit organizations that provide a community benefit.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

C. APPROVAL OF A BILLBOARD RELOCATION AGREEMENT WITH LAMAR OUTDOOR ADVERTISING AND DIGITAL BILLBOARD LEASE

George Wentz, Deputy City Manager, presented the staff report. Mr. Wentz clarified that the Resolution has been amended to correctly identify the location of the billboard as the southeast corner of Van Buren Boulevard and Clay Street and not the southwest corner.

Further discussion followed.

Brian Smith, representing Lamar Advertising, provided additional information and responded to Council's questions.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2020-82, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING A BILLBOARD RELOCATION AGREEMENT WITH LAMAR OUTDOOR ADVERTISING, LLC, AND A DIGITAL BILLBOARD LEASE WITH LAMAR FOR THE SOUTH WEST CORNER OF CLAY STREET AND VAN BUREN BOULEVARD AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061 OF THE CEQA GUIDELINES

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

D. DISCUSSION OF A COMPREHENSIVE REVISION TO THE PROVISIONS OF THE CITY'S ZONING CODE REGULATING ALCOHOL SALES (AT THE REQUEST OF MAYOR PRO TEM LORENA BARAJAS)

Mayor Pro Tem Lorena Barajas requested that this item be continued to a later date and that any public comments be reserved until that time.

By consensus, the City Council continued this matter to a later date.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

E. INITIATION OF AMENDMENTS TO THE CITY OF JURUPA VALLEY MUNICIPAL CODE TO REPLACE THE TERM "SECOND UNIT" WITH "ACCESSORY DWELLING UNIT" TO BE CONSISTENT WITH SECTION 9.240.290 AND STATE LAW

Jean Ward, Senior Planning Consultant, presented the staff report.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to initiate amendments to the Jurupa Valley Municipal Code (JVMC) to replace the term "second unit" with "accessory dwelling unit" and/or "junior accessory dwelling unit," as appropriate, for consistency with JVMC Section 9.240.290 and State law.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

17. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

18. COUNCIL MEMBER REPORTS AND COMMENTS

There were no additional Council comments.

19. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 11:27 p.m.

The next meeting of the Jurupa Valley City Council will be held November 5, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk

**MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
November 5, 2020**

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue,
Jurupa Valley, CA

1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the closed session meeting to order at 6:01 p.m.
Council Member Brian Berkson participated via teleconference.

2. CONVENE TO CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEM

There were no public comments regarding the closed session item.

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** The City Council met in closed session pursuant to Government Code Section 54956.8 regarding the potential purchase of real property located at 5293 Mission Boulevard, Jurupa Valley 92509 (former Riverside County Fleet Services Building). The parties to the negotiations for the purchase of the property are: City of Jurupa Valley and County of Riverside. Negotiators for the City of Jurupa Valley are: Rod Butler, George Wentz and Peter Thorson. Under negotiation are the price and terms of payment for the potential purchase of the property.

3. RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

City Attorney Peter Thorson announced that the Council gave the City Attorney's Office direction with respect to the closed session matter. Any final action taken on this matter will be reported in open session.

4. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the regular session to order at 7:02 p.m. Mayor Pro Tem Lorena Barajas and Council Member Brian Berkson participated via teleconference.

5. INVOCATION was given by Pastor Greg Rondeau, Calvary Chapel, Jurupa Valley.

6. PLEDGE OF ALLEGIANCE was led by City Manager Rod Butler.

7. APPROVAL OF AGENDA

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Agenda.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

8. PRESENTATIONS

9. PUBLIC APPEARANCE/COMMENTS

There were no public comments.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Anthony Kelly remarked that the City is still dealing with the unknown effects of the COVID-19 pandemic. He urged citizens to continue to practice social distancing and to wear a facemask. He reminded residents “this too shall pass.”

11. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR ANTHONY KELLY, JR.

1. Mayor Kelly gave an update on the Riverside Transit Agency meeting of November 4, 2020.

B. MAYOR PRO TEM LORENA BARAJAS

1. Mayor Pro Tem Barajas gave an update on the Western Regional Conservation Authority meeting of November 2, 2020

C. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of October 23, 2020.

D. COUNCIL MEMBER MICHEAL GOODLAND

1. Council Member Goodland gave an update on the Western Riverside Council of Governments – Executive Committee meeting of November 2, 2020.

12. CITY MANAGER’S UPDATE

City Manager Rod Butler reported that City Hall would be closed on Wednesday, November 11, 2020 in observance of Veteran’s Day. City Hall will resume regular office hours on Thursday and Friday.

13. APPROVAL OF MINUTES

14. CONSENT CALENDAR

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$9,604,888.95 – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council ratify the check registers dated September 24 and October 1, 8, 15, and 22, 2020 as well as the payroll registers

dated September 18, 30 and October 2, and 16, 2020.

C. ORDINANCE NO. 2020-10

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-10, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 1.79 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006) FROM RUBIDOUX- VILLAGE COMMERCIAL (R-VC), MULTIPLE FAMILY DWELLINGS (R-2), AND LIGHT AGRICULTURE (A-1) ZONES TO RUBIDOUX-VILLAGE COMMERCIAL (R-VC) ZONE, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 5.17 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF MISSION BOULEVARD AND CRESTMORE ROAD (APNS: 179-330-002, -003, -004, -005, AND -006) FROM RUBIDOUX- VILLAGE COMMERCIAL (R-VC), MULTIPLE FAMILY DWELLINGS (R-2), AND LIGHT AGRICULTURE (A-1) ZONES TO GENERAL RESIDENTIAL (R-3) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

D. ORDINANCE NO. 2020-15

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-15, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2020-001 (SHADOW ROCK) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

E. ORDINANCE NO. 2020-16

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-16, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING SECTION 9.120.010 (“PERMITTED USES”) OF CHAPTER 9.120 (“C-T ZONE (TOURIST COMMERCIAL)”) OF TITLE 9 (“PLANNING AND ZONING”) OF THE JURUPA VALLEY MUNICIPAL CODE TO ALLOW MOTOR SPORTS RACEWAYS AS PERMITTED USES IN THE TOURIST COMMERCIAL (C-T) ZONE SUBJECT TO APPROVAL OF A CONDITIONAL USE PERMIT, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

F. ORDINANCE NO. 2020-17

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-17, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY (1) 1.85 GROSS ACRES OF REAL PROPERTY LOCATED AT 5302 EL RIO AVENUE (APN: 178-290-012) FROM NATURAL ASSETS (N-A) ZONE TO MULTIPLE FAMILY DWELLINGS (R-2) ZONE, (2) 30,000 SQUARE FEET OF REAL PROPERTY LOCATED AT 5288 BELL AVENUE (APN: 178-182-020) FROM LIGHT AGRICULTURE (A-1) ZONE TO MULTIPLE FAMILY DWELLINGS (R-2) ZONE, (3) 7.7 GROSS ACRES OF REAL PROPERTY LOCATED AT 5286 BELL AVENUE (APN: 178-290-001) FROM NATURAL ASSETS (N-A) ZONE TO TOURIST COMMERCIAL (C-T) ZONE, AND (4) 13.57 GROSS ACRES OF REAL PROPERTY LOCATED SOUTH OF INTERSTATE 60, EAST OF JURUPA ROAD, NORTH OF MISSION BOULEVARD, AND WEST OF OPAL STREET (APNS: 177-100-001, -003, -006, -011, -016, -021, -022, -024, -025, -028, AND -031, AND 177-150-001, -002, -003, -004, -005, -006, -007, AND -011) FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) ZONE TO SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

G. ORDINANCE NO. 2020-18 – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-18, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING SECTIONS 9.240.290 AND 9.10.465 AND DELETING SECTION 9.10.555 OF THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO

ACCESSORY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

H. AUTHORIZATION TO EXECUTE A MASTER ADVISORY AGREEMENT AND ADDENDUM WITH WULFF, HANSEN & COMPANY FOR MUNICIPAL ADVISORY SERVICES

Requested Action: That the City Council authorize the City Manager to execute a master advisory agreement and addendum, in a form approved by the City Attorney, with Wulff, Hansen and Company of San Rafael, California for comprehensive municipal financial advisory services.

I. AMENDMENT NO. 5 TO THE AGREEMENT FOR SERVICES WITH SOFTSCAPES CORPORATION FOR SPECIAL DISTRICT LANDSCAPING SERVICES

1. Requested Action: That the City Council Approve the Fifth Amendment to the Agreement for Special District Landscaping Services between the City of Jurupa Valley and Softscapes Corporation; and
2. Authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the Consent Calendar, with the exception of Items 14.B and 14.G, which were removed for further discussion.

**Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None**

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

14.B CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$9,604,888.95

Council Member Micheal Goodland requested that Item 14.B be removed from the Consent Calendar for further discussion.

Connie Cardenas, Director of Administrative Services, provided additional information and responded to Council's questions.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to ratify the check registers dated September 24 and October 1, 8, 15, and 22, 2020 as well as the payroll registers dated September 18, 30 and October 2, and 16, 2020.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

14.G ORDINANCE NO. 2020-18

Council Member Micheal Goodland requested that Item 14.G be removed from the Consent Calendar for further discussion.

Thomas Merrell, Planning Director, provided additional information and responded to Council's questions.

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Lorena Barajas, to adopt Ordinance No. 2020-18, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING SECTIONS 9.240.290 AND 9.10.465 AND DELETING SECTION 9.10.555 OF THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS, AND FINDING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

16. PUBLIC HEARINGS

17. COUNCIL BUSINESS

A. APPOINTMENT TO TRAFFIC AND SAFETY COMMITTEE

City Clerk Victoria Wasko presented the staff report.

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Chris Barajas, to appoint Hugo Bustamante to fill the vacancy on the Traffic Safety Committee.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

B. IMPLEMENTATION OF CAMPAIGN CONTRIBUTION LIMITS ESTABLISHED BY NEW STATE LEGISLATION

City Attorney Peter Thorson presented the staff report. Mr. Thorson reported that AB 571 was adopted in 2019. This legislation establishes a campaign contribution limit for elected city offices and is effective on January 1, 2020. The new law provides that a candidate may not accept campaign contributions that total more than \$4,700 for each election. This campaign contribution limit does not apply to contributions made by the candidate to his or her own campaign. Additionally, the campaign contribution limit is adjusted each year by the Fair Political Practices Commission (FPPC) based on the cost of living. Mr. Thorson reported that a City may adopt its own campaign contribution limit which may be higher or lower; however, the FPPC will not enforce the City's campaign contribution limit if it is different than the state's established campaign contribution limit.

Further discussion followed.

By consensus, the City Council took no action, thereby allowing the state campaign contribution limit of \$4,700 per election to be in effect in Jurupa Valley as provided by Government Code Section 85301, and directed the City Attorney to bring this matter back at a later date to study the costs that would be incurred by staff in analyzing any violations, and information showing how much a typical Council candidate raises in Jurupa Valley.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

C. INITIATION OF A ZONING CODE AMENDMENT TO CONSIDER ADDING "TRADITIONAL NEIGHBORHOOD DEVELOPMENT STANDARDS" TO THE JURUPA VALLEY MUNICIPAL CODE

Thomas Merrell, Planning Director, presented the staff report. Mr. Merrell reported that the proposed action would initiate a study and a process that would culminate in developing standards that would be required for new residential developments in Jurupa Valley. Mr. Merrell suggested that such development standards could reflect a semi-rural atmosphere and a small-town feel by utilizing an overlay zone.

Council Member Chris Barajas suggested that the overall concept of this ZCA is to provide developers with a roadmap to create something that residents and the Council can live with that will provide a streamlined process to build developments that are geared more towards small families.

Mayor Pro Tem Lorena Barajas asked whether the state's regulatory powers could interfere with the City's land use objectives.

City Attorney Peter Thorson advised that the City Attorney's office would point out any potential conflicts with state law before the Council took action.

Council Member Micheal Goodland spoke in support of the new guidelines and with what Council Member Barajas has suggested.

Council Member Brian Berkson spoke in support of the new guidelines as it would provide a streamlined process for developers which would also reduce time and costs.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to initiate a Zoning Code Amendment to add "Traditional Neighborhood Development Standards" to the Jurupa Valley Municipal Code and refer it to the Planning Commission for study, hearings and recommendation.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

D. CONSIDERATION OF AN ORDINANCE AND RESOLUTION DESIGNATING CITY PARKING LOTS AND AMENDING SECTION 12.25.135 OF THE JURUPA VALLEY MUNICIPAL CODE REGULATING PARKING ON OFF- STREET CITY PARKING LOTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15323

Paul Toor, Director of Public Works, presented the staff report. Mr. Toor reported that the proposed ordinance will restrict overnight parking on City facilities and will grant authority to the City Manager to make changes as necessary.

Further discussion followed.

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Micheal Goodland, to introduce Ordinance No. 2020-20, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY AMENDING SECTION 12.25.135 OF THE JURUPA VALLEY MUNICIPAL CODE REGULATING PARKING ON OFF-STREET CITY PARKING LOTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15323

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

A motion was made by Mayor Pro Tem Lorena Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2020-85, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, DESIGNATING CITY PARKING LOTS AND PROVIDING ADDITIONAL PARKING RESTRICTIONS FOR PARKING LOTS PURSUANT TO SECTION 12.24.135 OF THE JURUPA VALLEY MUNICIPAL CODE AND FINDING THE RESOLUTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15323

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

17. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

18. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Micheal Goodland reported on today's SCAG meeting where he saw a presentation on temporary personal shelters, which could be used to end homelessness. He would like to share this presentation at a future Council meeting.

19. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 8:22 p.m.

The next meeting of the Jurupa Valley City Council will be held November 19, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY AMENDING SECTION 12.25.135 OF THE JURUPA VALLEY MUNICIPAL CODE REGULATING TO PARKING ON OFF-STREET CITY PARKING LOTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15323

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Off-Street City Owned Parking Lot Restrictions. Section 12.25.135 of the Jurupa Valley Municipal Code is hereby amended to read as follows:

12.25.135 Parking Restrictions on Off-Street City Parking Lots

- A. This section shall apply to all real property owned, lease, or otherwise controlled by the City for the purpose of providing temporary or permanent off-street public parking (“City Parking Lots”). It shall be presumptive evidence that a parking lot is a City Parking Lot subject to the provisions of this Section if the parking lot is designated as a City Parking Lot on a resolution adopted by the City Council or otherwise referenced in this Section.
- B. No vehicle shall be parked or left standing on a City Parking Lot in violation of any of the following requirements:
 - 1) Adjacent to a red curb or line painted red;
 - 2) In any parking space or area marked with a sign or pavement markings stating “No Parking;”
 - 3) Within two or more designated parking spaces;
 - 4) In violation of applicable time restrictions on the time allowed for parking vehicles within the City Parking Lot as set forth in this Section or by resolution of the City Council;
 - 5) In violation of the times when parking at the City Parking Lot is prohibited as set forth in this Section or by resolution of the City Council;
 - 6) In violation of such other parking restrictions as may be set forth in this Section or by resolution of the City Council limiting parking at a City Parking Lot to patrons of an adjacent or near-by City facility;

- 7) In violation of any applicable requirements of the California Vehicle Code, including without limitation, restrictions on parking in parking space reserved for persons with disabled placards; or
 - 8) Such other parking restrictions as may be set forth in this Section or by resolution of the City Council.
- C. Pursuant to Subsections B.4), B.5) and B.6) of this Section and in addition to the parking restrictions set forth in Subsection B, the following specific parking restrictions shall apply to the City Parking Lots listed below and vehicles parking in violation of these provisions may be removed as provided in Subsection F. of this Section:
- 1) The parking lot at the Jurupa Valley City Hall located at 8930 Limonite Avenue, Jurupa Valley, CA:
 - a) No vehicles shall be parked or left standing on this City Parking Lot between the hours of 7:00 p.m. on one day and 7:00 a.m. on the next day, except during a meeting or event at City Hall and until thirty (30) minutes thereafter or as authorized by the City Manager.
 - 2) The temporary and permanent parking lot for the 26 acres of land owned by the City and adjacent to and northerly of the Santa Ana River with the entrance to the property being at the southeast corner of 64th Street and Downey Street, Jurupa Valley, CA (“26 Acre Site Parking Lot”):
 - a) No vehicles shall be parked or left standing on this City Parking Lot between the hours of 7:00 p.m. on one day and 7:00 a.m. on the next day.
 - 3) The parking lot at the Eddie Dee Smith Center located at 5888 Mission Boulevard, Jurupa Valley, CA:
 - a) No vehicles shall be parked or left standing on this City Parking Lot between the hours of 11:00 p.m. on one day and 5:00 a.m. on the next day, except during a meeting or event at Eddie Dee Smith Center and until thirty (30) minutes thereafter or as authorized by the City Manager.
 - 4) The parking lot at the Jurupa Valley Boxing Club located at 5626 Mission Boulevard, Jurupa Valley, CA:
 - a) No vehicles shall be parked or left standing on this City Parking Lot between the hours of 11:00 p.m. on one day and 5:00 a.m. on the next day, except during a meeting or event at the Boxing Club and until thirty (30) minutes thereafter or as authorized by the City Manager.

- D. The parking restrictions set forth in Subsections B.4), B.5) and B.6) shall be posted on signs in plain view at all vehicle entrances at each City Parking Lot.
- E. The parking restrictions set forth in Subsection C. allowing the removal of vehicles in violation of Subsection C shall be posted on signs at the City Parking Lot in accordance with the following requirements:
- 1) A sign shall be displayed, in plain view at all vehicle entrances to the City Parking Lot;
 - 2) Each sign shall be not less than seventeen inches (17”) by twenty two inches (22”) in size with red lettering not less than one inch (1”) in height, describing the parking restrictions;
 - 3) Each sign shall indicate that vehicles violating the parking restrictions may be removed at the owner's expense;
 - 4) Each sign shall contain the telephone number of the local traffic law enforcement agency where a person whose vehicle has been removed from a City Parking Lot may find out the status of the vehicle and the location to which it has been removed; and
 - 5) Designating the parking restriction as “tow away” if applicable.
- F. In addition to the grounds for removal specified in the California Vehicle Code, and pursuant to California Vehicle Code section 22651(n), vehicles parked in violation of Subsection C. of this Section, shall be subject to removal from a City Parking Lot within the City.
- 1) Such vehicles may be removed by any peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or may be removed by any regularly employed and salaried employee of the City who is engaged in directing traffic or enforcing parking laws and regulations of the City. Vehicles removed from City Parking Lots shall be removed to such locations as approved in writing by the City Manager.
 - 2) The City Council hereby delegates to and authorizes the City Manager to adopt such written regulations and procedures as necessary to implement the removal of vehicles parked or left standing on a City Parking Lot in violation of this Section.
 - 3) The City Council hereby delegates to and authorizes the City Manager to enter into such agreements with tow services as may be necessary to implement the removal remedies of this Section.
- G. The provisions of this Section shall not be applicable to license agreements, encroachment permits or other agreements entered into by the City Council or City Manager for the use of a City Parking Lot for purposes other than parking. The

City Manager is hereby authorized to temporarily suspend the parking restrictions on one or more City Parking Lots when necessary or convenient for special events approved or authorized by the City.

Section 2. CEQA. The City Council finds that that the proposed ordinance amending Jurupa Valley Municipal Code Section 12.24.135 is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Ordinance to regulate parking on the designated City parking lots will have a significant effect on the environment. Placing such a restriction will not result in a permanent or temporary alteration of property nor the construction of any new or expanded structures. The proposed ordinance is an administrative process of the City that will not result in direct or indirect physical changes in the environment. Additionally, the proposed ordinance is exempt from CEQA under CEQA Guidelines Section 15323 as the proposed ordinance only regulates parking in an existing facility for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. The City Hall Parking Lot, 26 Acre Site, the Eddie Dee Smith Senior Center, and the Jurupa Valley Boxing Club have all been used as a gathering areas and public facilities for many years without regulatory controls.

Section 3. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 4. Effect of Ordinance. This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside in conflict with the terms of this ordinance.

Section 4. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 19th day of November, 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-20 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 5th day of November 2020 and thereafter at a regular meeting held on the 19th day of November, 2020, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 19th day of November, 2020.

Victoria Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: NOVEMBER 19, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.C

APPROVAL OF FINAL TRACT MAP 31894 LOCATED EAST OF SIERRA AVENUE AND NORTH OF LA CANADA DRIVE INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LENNAR HOMES OF CALIFORNIA, INC.)

RECOMMENDATION

It is recommended that the City Council:

1. Approve Tract Map 31894 and accept the dedications as follows:
 - a.) Accept the real property described as an easement for street and public utility purposes over all of Lots "A" through "II", inclusive as shown on Tract Map 31894.
 - b.) Accept an easement described as a one (1) foot wide barrier strip for road and access control over all of Lots "JJ" (eastern terminus of 20th Street) and "KK" (La Canada Drive and Pacific Avenue) as shown on Tract Map 31894.
 - c.) An easement for public trail purposes (north side of 20th Street).
 - d.) An easement for access purposes to landscape Lot 417 from Lot GG (Glenwood Springs Drive).
 - e.) Release and relinquishment of property rights and vehicular access along Lot "N" (Sierra Avenue), Lot "A" (20th Street), Lot "K" (Laramore Lane), Lot "B" (Kings Canyon Drive) between 20th Street and June Mountain Way, Lot "F" (Stoney Point Cove) between 20th Street and June Mountain Way, Lot "O" (Volcano Way) between Sierra Avenue and Flagstaff Drive, Lot "Y" (Canyonlands Drive) between Sierra Avenue and Denali Drive, Lots "X", "Z", and "AA" (Rodeo Drive) between Mammoth Avenue and the easterly line of the subdivision boundary the owners of lots 4, 5, 13, 14, 57, 58, 118, 119, 125,

128, 134, 135, 136, 144, 153, 154, 155, 156, 157, 158, 159, 160, 164, 244, 271, 272, 343, 348, 349, 369, 370, 381, 382, 390, 391, 398, 399, 400, 402, 403, 404, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 419, and 422 abutting these roads and during such time will have no rights of access except the general easement of travel as shown on Final Tract Map 31894.

- f.) Accept the real property in fee title of Lots 399 and 403 for open space, water quality basin, and public trail purposes as shown on Tract Map 31894.
 - g.) Accept the real property in fee title of Lots 407 through 413, inclusive, 415, 416, 417, and 419 for landscape purposes as shown on Tract Map 31894.
 - h.) Accept the real property in fee title of Lot 401 for open space purposes as shown on Tract Map 31894.
 - i.) Accept the real property in fee title of Lot 402 for open space and public trail purposes as shown on Tract Map 31894.
 - j.) Accept the real property in fee title of Lot 406 for public trail, water quality basin, and landscape purposes as shown on Tract Map 31894.
 - k.) Accept the real property in fee title of Lot 414 for landscape and public trail purposes as shown on Tract Map 31894.
 - l.) Accept the real property in fee title of Lots 421, 423, 424, and 426 for water quality basin purposes as shown on Tract Map 31894.
 - m.) Accept the real property in fee title of Lots 425 and 427 for water quality basin and landscape purposes as shown on Tract Map 31894.
2. Authorize the Mayor and City Clerk to sign Tract Map 31894.
 3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Agreements.
 4. Accept the Faithful Performance Bond #800039862 in the amount of \$1,018,000 and Material and Labor Bond #800039862 in the amount of \$509,000 from Atlantic Specialty Insurance Company for the construction of off-site improvements on Armstrong Avenue and Pacific Avenue, Faithful Performance Bond #30083047 in the amount of \$1,381,500 and Material and Labor Bond #30083047 in the amount of \$690,750 from The Continental Insurance Company for the construction of Jurupa Community Services District improvements within Tract Map 31894, Faithful Performance Bond #30083046 in the amount of \$3,108,500 and Material and Labor Bond #30083046 in the amount of \$1,554,250 from The Continental Insurance Company for the construction of Rubidoux Community Services District improvements within Tract Map 31894, Faithful Performance Bond #30083076 in the amount of \$10,061,000 and Material and Labor Bond #30083076 in the amount of \$5,030,500 from The Continental Insurance Company for the construction of on-site street improvements within Tract Map 31894, Faithful Performance Bond

#0228639 in the amount of \$835,000 and Material and Labor Bond #0228639 in the amount of \$417,500 from Berkley Insurance Company for the construction of off-site improvements on Pacific Avenue, Faithful Performance Bond #024244850 in the amount of \$1,503,000 and Material and Labor Bond #024244850 in the amount of \$751,500 from Liberty Mutual Insurance Company for the construction of Riverside County Flood Control District facilities, and the cash deposit bond in the amount of \$5,400 for the subdivision monuments.

BACKGROUND

Tentative Tract Map 31894 was conditionally approved by the City Council at their regular meeting held on March 13, 2016. A minor change to Tentative Map 31894 was approved by the Planning Commission on December 13, 2017. Staff has reviewed Tract Map 31894 and finds that it is in substantial conformance with the approved Tentative Map. An agreement between the City, Riverside County Flood Control District, and Lennar Homes of California, Inc. for the construction of County flood control facilities is under review by all parties and will be provided to Council at a later date for consideration. The City Attorney has reviewed and approved to form the Subdivision Agreements. This action approves the Tract Map, Subdivision Agreements, and accepts offers of dedication and the bonds related to the subdivision.

ANALYSIS

Tentative Tract Map 31894 provides for the subdivision of 168.11 acres into 398 residential lots, a community park, and pocket parks located east of Sierra Avenue and north of La Canada Drive. The next step in the process is consideration of the tract map, the agreements for the subdivision improvements, and posting bonds to guarantee completion of the improvements and monument placement.

The City Engineer has reviewed the tract map (attached) and finds that it is in substantial conformance with the tentative map. The Engineering Department and Planning Department staff have reviewed the conditions of approval and have determined all conditions required for map recordation have been met. The City Attorney has reviewed and approved the Subdivision Agreements. Staff recommends that the City Council approve Tract Map 31894 and accept the offers of dedication, the agreements, and the bonds.

FISCAL IMPACT

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

ALTERNATIVES

1. Take no action.
2. Provide alternative direction to staff.

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


Reviewed by:


Paul Teor
Director of Public Works

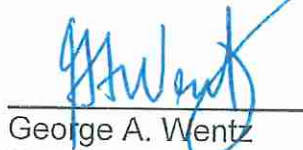
Submitted by:


Rod Butler
City Manager


Prepared by:


Tina M. York, PE
Development Services Manager

Reviewed by:


George A. Wentz
Deputy City Manager

Approved as to form by:


Peter M. Thorson
City Attorney

Reviewed by:


Connie Cardenas
Director of Administrative Services

Attachments:

1. Exhibit #1 Tract Map 31894
2. Exhibit #2 Off-site Improvements at Armstrong and Pacific Bonds and Agreements
3. Exhibit #3 JCSD On-site Improvements Bonds and Agreements
4. Exhibit #4 RCSD On-site Improvements Bonds and Agreements
5. Exhibit #5 On-site Street Improvements Bonds and Agreements
6. Exhibit #6 Off-site Improvements on Pacific Avenue Bonds and Agreements
7. Exhibit #7 Riverside County Flood Control District Improvements Bonds
8. Exhibit #8 Subdivision Monumentation Agreement

NUMBERED LOTS: 427
LETTERED LOTS: 37
GROSS ACREAGE: 168.11 ACRES
NET AREA: 132.89 ACRES

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

SHEET 1 OF 20 SHEETS

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

NOVEMBER, 2018

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
FIDELITY NATIONAL TITLE COMPANY

OWNER'S 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: LOTS 'A' THROUGH 'II', THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE TO THE CITY OF JURUPA VALLEY AS, AN EASEMENT, A ONE (1) FOOT WIDE BARRIER STRIP FOR ROAD AND ACCESS CONTROL OVER LOTS 'JJ' AND 'KK'.

WE ALSO HEREBY DEDICATE THE FOLLOWING:

EASEMENT (H) FOR ACCESS PURPOSES.

AS A CONDITION OF DEDICATION OF LOT 'N' (SIERRA AVENUE), LOT 'A' (20TH STREET), LOT 'K' (LARAMORE LANE), LOT 'B' (KINGS CANYON DRIVE) BETWEEN 20TH STREET AND JUNE MOUNTAIN WAY, LOT 'F' (STONEY POINT COVE) BETWEEN 20TH STREET AND JUNE MOUNTAIN WAY, LOT 'O' (VOLCANO WAY) BETWEEN SIERRA AVENUE, AND FLAGSTAFF DRIVE, LOT 'Y' (CANYONLANDS DRIVE) BETWEEN SIERRA AVENUE AND DENALI DRIVE, LOTS 'X', 'Z' AND 'AA' (RODEO DRIVE) BETWEEN MAMMOTH AVENUE AND THE EASTERLY LINE OF THE SUBDIVISION BOUNDARY, THE OWNERS OF LOTS 4, 5, 13, 14, 57, 58, 118, 119, 125, 128, 134, 135, 136, 144, 153, 154, 155, 156, 157, 158, 159, 160, 164, 244, 271, 272, 343, 348, 349, 369, 370, 381, 382, 390, 391, 398, 399, 400, 402, 403, 404, 407, 408, 409, 410, 411, 412, 413, 414, 415, 417, 419, 422, 424, 425, 426, AND 427 ABUTTING SAID STREETS 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 TO THE CITY OF JURUPA VALLEY IN FEE:

LOTS 399 AND 403 FOR BASIN, PUBLIC TRAIL, AND LANDSCAPE PURPOSES.
LOTS 407 THROUGH 413, INCLUSIVE, 415, 416, 417 AND 419 FOR LANDSCAPE PURPOSES.
LOT 401 FOR OPEN SPACE PURPOSES.
LOT 402 FOR PUBLIC TRAIL AND LANDSCAPE PURPOSES.
LOT 406 FOR PUBLIC TRAIL, BASIN AND LANDSCAPE PURPOSES.
LOT 414 FOR LANDSCAPE AND PUBLIC TRAIL PURPOSES.
LOTS 421 423, 424 AND 426 FOR BASIN PURPOSES.
LOTS 425 AND 427 FOR BASIN AND LANDSCAPE PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (A) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.F.C.&W.C.D. FOR STORM DRAIN PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (B) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.S.D. FOR SEWER PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (C) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.S.D. FOR DOMESTIC WATER PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (D) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.C.S.D. FOR SEWER PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (E) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.A.R.&P.D. FOR PUBLIC TRAIL PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (F) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.F.C.&W.C.D. FOR MAINTENANCE AND ACCESS PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (G) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.C.S.D. FOR WATER PURPOSES.

WE HEREBY RETAIN LOTS 400, 404, 405, 418, 420. AND 422 AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES.

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: _____

PRINTED NAME: GEOFFREY SMITH

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

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,
(INSERT NAME)

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

SIGNATURE
MY COMMISSION NO: _____, MY COMMISSION EXPIRES: _____.
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

- EXCEPT ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL COAL, OIL, GAS, AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS RESERVED IN QUITCLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION RECORDED SEPTEMBER 26, 2014 AS INSTRUMENT NO. 2014-0366469 O.R.
- EXCEPT ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL COAL, OIL, GAS, AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS CONVEYED FROM LOS ANGELES & SALT LAKE RAILROAD COMPANY TO UNION PACIFIC RAILROAD COMPANY BY MINERAL DEED DATED MARCH 31, 1971, AND AS FURTHER CONVEYED FROM UNION PACIFIC RAILROAD COMPANY TO UNION PACIFIC LAND RESOURCES CORPORATION BY MINERAL DEED DATED APRIL 1, 1971, AS RESERVED IN QUITCLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION RECORDED FEBRUARY 6, 2003 AS INSTRUMENT NO. 2003-089450 OF OFFICIAL RECORDS.
- EXCEPT ALL OIL AND MINERAL RIGHTS WITH THE RIGHT OF ENTRY TO DEVELOP SAME RESERVED IN DEED FROM RALPH W. E. COLE, ET UX. RECORDED MAY 28, 1925 IN BOOK 643, PAGE 74 OF DEEDS.

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

- SOUTHERN CALIFORNIA EDISON, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES, POLES OR TOWERS, RECORDED AUGUST 14, 1911 IN BOOK 336, PAGE 133 O.R. AND ELECTRICAL SUPPLY SYSTEMS, RECORDED AUGUST 27, 2020 AS INSTRUMENT NO. 2020-0400516 O.R.
- THE SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR GAS PIPELINES AND FACILITIES RECORDED JULY 6, 2020 AS INSTRUMENT NO. 2020-0291503 O.R.
- THE STEARNS RANCHO COMPANY, HOLDER OF AN EASEMENT FOR DITCHES, CANALS, OR PIPELINES RECORDED MARCH 1, 1893 IN BOOK 177, PAGE 181 OF DEEDS OF SAN BERNARDINO COUNTY.
- THE WEST RIVERSIDE LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR A CANAL OR PIPELINE RECORDED NOVEMBER 15, 1890 IN BOOK 120, PAGE 328 OF DEEDS OF SAN BERNARDINO COUNTY.
- THE RIVERSIDE LAND AND IRRIGATING COMPANY, HOLDER OF AN EASEMENT FOR CANALS RECORDED NOVEMBER 15, 1890 IN BOOK 120, PAGE 368 OF DEEDS OF SAN BERNARDINO COUNTY.
- SHIRLEY WARD, HOLDER OF AN EASEMENT FOR DITCHES, FLUMES, OR PIPELINES RECORDED AUGUST 5, 1891 IN BOOK 137, PAGE 185 OF DEEDS OF SAN BERNARDINO COUNTY.
- THE SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES RECORDED OCTOBER 19, 1912 IN BOOK 364, PAGE 6 AND JULY 31, 1915 IN BOOK 425, PAGE 382 OF DEEDS.
- THE JURUPA WATER COMPANY HOLDER OF AN EASEMENT FOR PIPE CONDUITS, FLUMES, ELECTRIC LINES FOR IRRIGATION PURPOSES RECORDED FEBRUARY 14, 1925 IN BOOK 629, PAGE 247 OF DEEDS.

CHARLES J. MOORE, L.S. 9106 DATE _____

CITY ENGINEER'S STATEMENT

I, STEVE R. LORISO, 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 TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

STEVE R. LORISO, RCE 64701
CITY ENGINEER

CITY SURVEYOR'S STATEMENT

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

MICHAEL D. MYERS, RCE 30702
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 NO. 31894 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' (20TH STREET), LOT 'B' (KINGS CANYON) DRIVE, LOTS 'C', 'D' & 'H' (JUNE MOUNTAIN WAY), LOT 'E' (ARCHES COURT), LOTS 'F' AND 'G' (STONEY POINT COVE), LOT 'I' (HALF DOME COURT), LOT 'J' (ZION WAY), LOT 'K' (LARAMORE LANE), LOT 'L' (WOODBRIAR DRIVE), LOT 'M' (LEAFWOOD DRIVE), LOT 'N' (SIERRA AVENUE), LOT 'O' (VOLCANO WAY), LOT 'P' (WINTER PARK AVENUE), LOT 'Q', 'R' & 'U' (FLAGSTAFF DRIVE), LOT 'S' (HANNAH ROCK COURT), LOT 'T' (SMITH ROCK COURT), LOT 'V' (BRYCE CANYON COURT), LOT 'W' (TELLURIDE WAY, MAMMOTH AVENUE & EVANS POINT WAY), LOT 'X', 'Z' & 'AA' (RODEO DRIVE), LOT 'Y' (CANYONLANDS DRIVE), LOT 'BB' (PORTION OF DENALI DRIVE & MALIBU CREEK DRIVE), LOT 'CC' (PORTION OF DENALI DRIVE), LOT 'DD' (GLACIER BAY COURT), LOT 'EE' (MINARET COURT), LOT 'FF' (BIG BEND WAY), LOT 'GG' (GLENWOOD SPRINGS DRIVE), LOT 'HH' (MOAB COURT), LOT 'II' (PARAMOUNT DRIVE)

THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG SIERRA AVENUE (LOT 'N'), 20TH STREET (LOT 'A'), LARAMORE LANE (LOT 'K'), KINGS CANYON DRIVE BETWEEN 20TH STREET AND JUNE MOUNTAIN WAY (PORTION OF LOT 'B'), STONEY POINT COVE BETWEEN 20TH STREET AND JUNE MOUNTAIN WAY (LOT 'F'), VOLCANO WAY BETWEEN SIERRA AVENUE AND FLAGSTAFF DRIVE (PORTION OF LOT 'O'), CANYONLANDS DRIVE BETWEEN SIERRA AVENUE AND DENALI DRIVE (PORTION OF LOT 'Y'), AND RODEO DRIVE BETWEEN MAMMOTH AVENUE AND THE EASTERLY LINE OF THE SUBDIVISION BOUNDARY (LOT 'X', 'Z' & 'AA').

LOT 'JJ' 20TH STREET AND LOT 'KK' SIERRA AVENUE, A ONE (1) FOOT WIDE BARRIER STRIP FOR ROAD AND ACCESS CONTROL.

LOTS 399 AND 403 FOR BASIN, PUBLIC TRAIL, AND LANDSCAPE PURPOSES.
LOTS 407 THROUGH 413, INCLUSIVE, 415, 416, 417 AND 419 FOR LANDSCAPE PURPOSES.
LOT 401 FOR OPEN SPACE PURPOSES.
LOT 402 FOR PUBLIC TRAIL AND LANDSCAPE PURPOSES.
LOT 406 FOR PUBLIC TRAIL, BASIN AND LANDSCAPE PURPOSES.
LOT 414 FOR LANDSCAPE AND PUBLIC TRAIL PURPOSES
LOTS 421 423, 424 AND 426 FOR BASIN PURPOSES.
LOTS 425 AND 427 FOR BASIN AND LANDSCAPE PURPOSES.

AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

EASEMENT (H) FOR ACCESS PURPOSES AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: _____, 20____

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA ATTEST:
CITY CLERK

BY: _____
ANTHONY KELLY, JR., MAYOR

BY: _____
VICTORIA WASKO, CITY CLERK

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF AN EASEMENT FOR SLOPE, DRAINAGE AND ROAD PURPOSES RECORDED JANUARY 22, 1988, AS INSTRUMENT NO. 18728 O.R., TOGETHER WITH THOSE PORTIONS OF AN EASEMENT FOR PUBLIC ROAD PURPOSES SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY AND ACCEPTED BY RESOLUTION 93-005, RECORDED FEBRUARY 1, 1993 AS INSTRUMENT NO. 38850 O.R., LYING WITHIN THE BOUNDARY OF THIS TRACT MAP.

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 \$_____.

DATED: _____, 20____
JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

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.

DATED: _____, 20____

CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

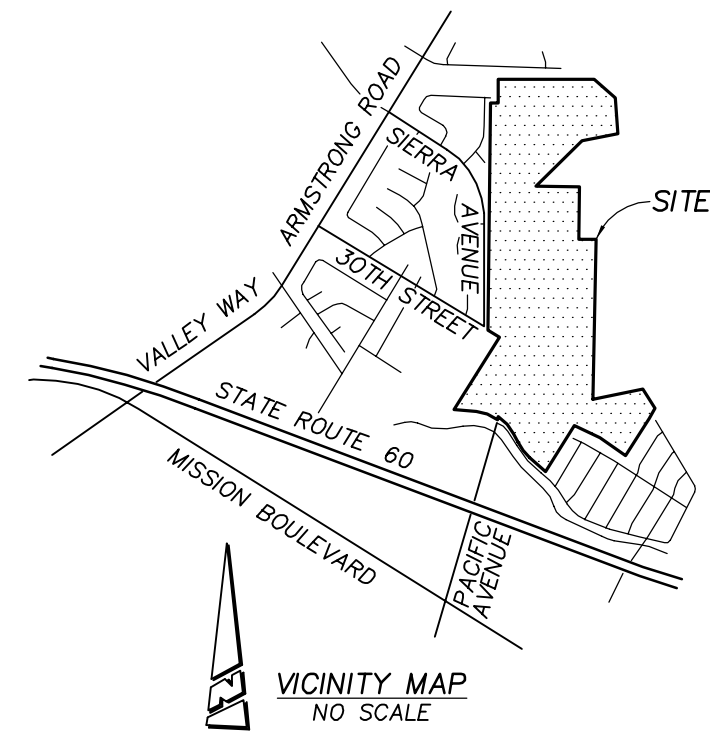
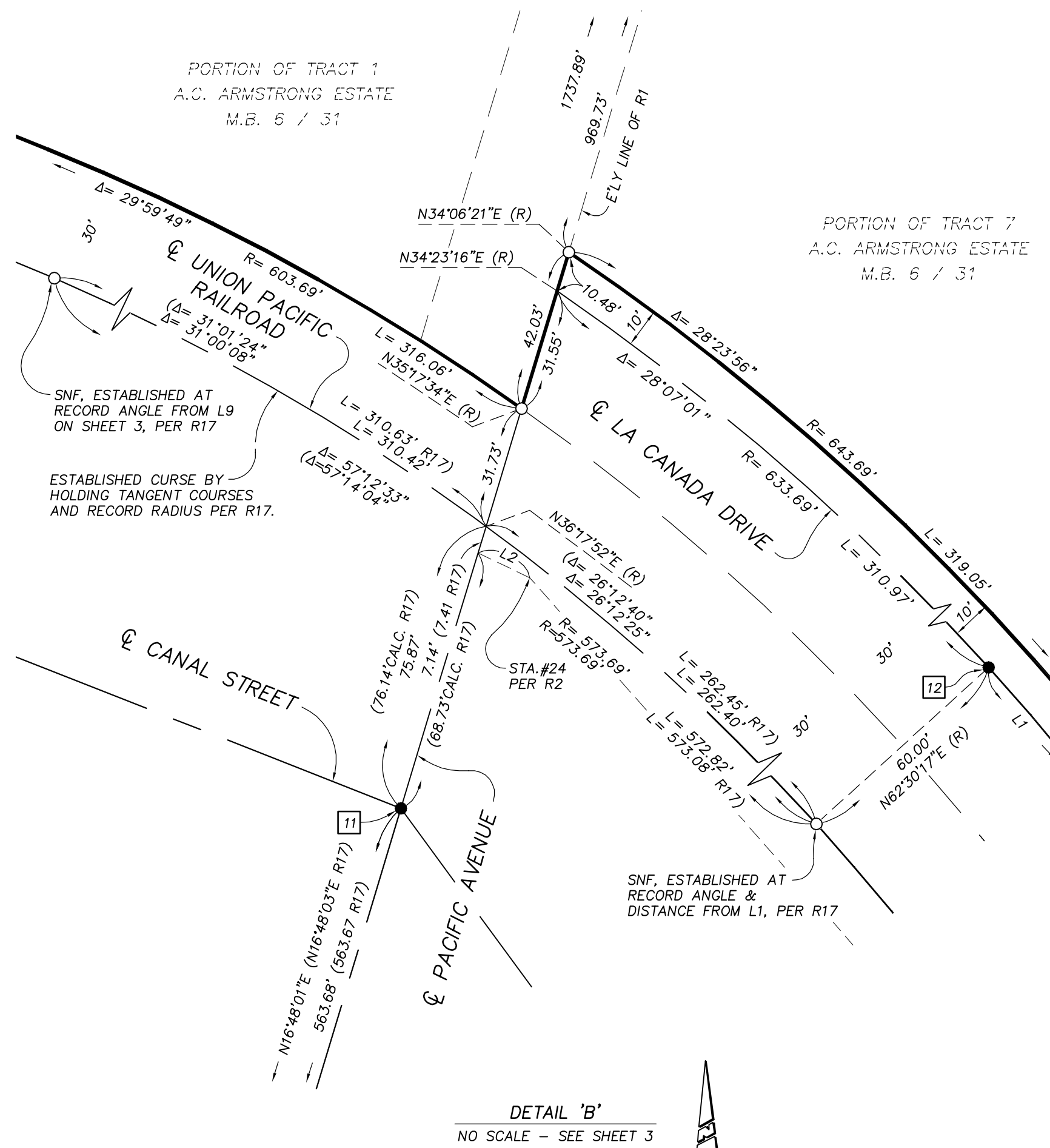
SCHEDULE "A" SEC. 4 & 9, T.2S., R.5W., SBM

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA

PROACTIVE ENGINEERING CONSULTANTS, INC.

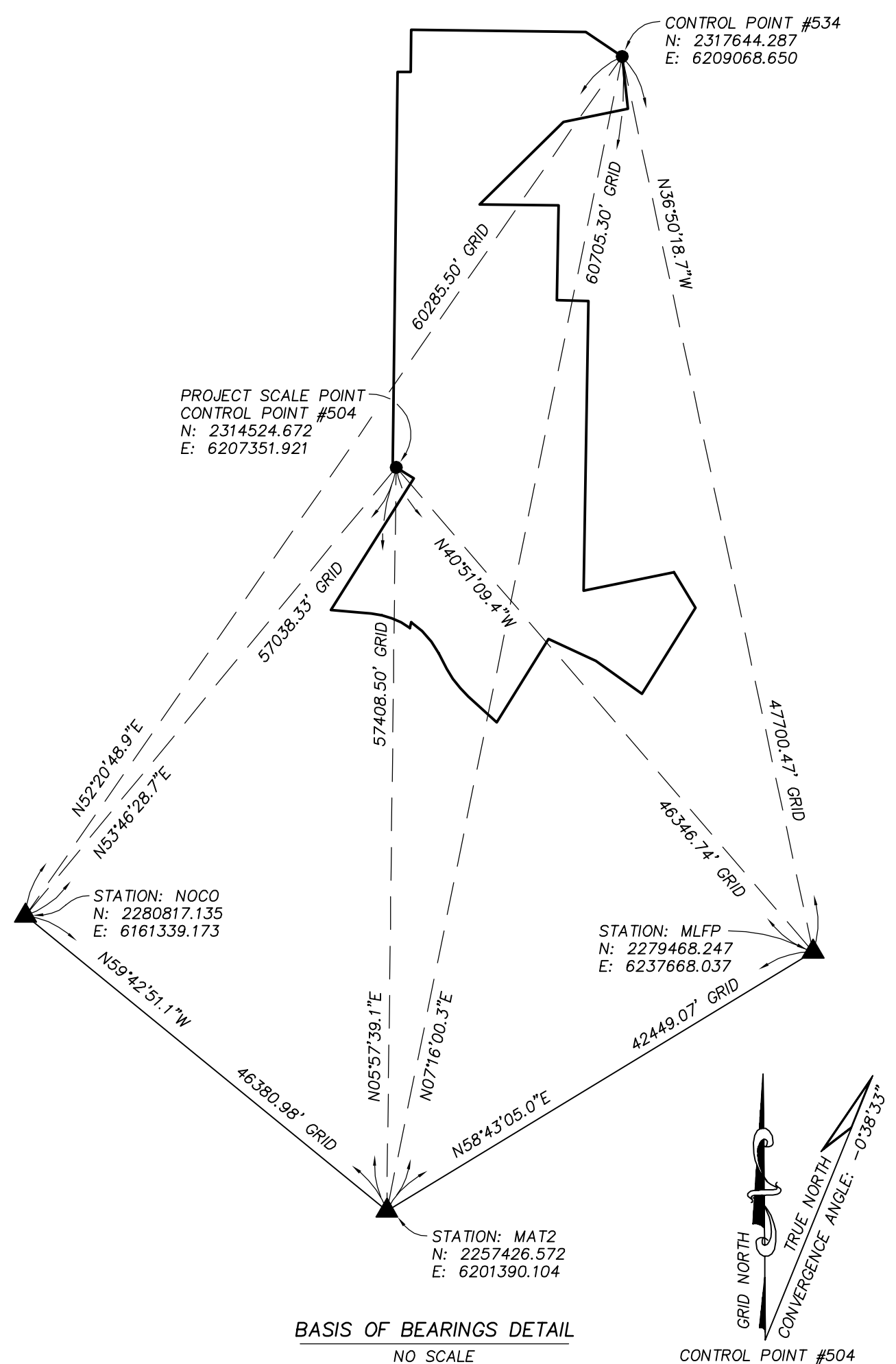
NOVEMBER, 2018



LINE TABLE (THIS SHEET ONLY)			
NO.	BEARING	DISTANCE	RECORD DATA
L1	N27°29'43"W	130.70'	(N27°28'37"W 130.45' R17)
L2	N64°21'59"W	14.80'	(N65°00'W 14.80')

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE VI, BASED LOCALLY ON CONTROL STATIONS "MAT2", "MLFP", & "NOCO" NAD83 (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 0.9999864175. CALCULATIONS ARE MADE AT CONTROL POINT #504 WITH COORDINATES OF N: 2314524.672 E: 6207351.921, USING AN ELEVATION OF 902.58'. ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES.



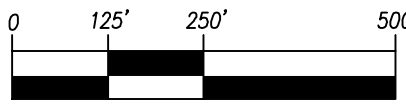
TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS NOTE



SCALE: 1" = 250'



SURVEYOR'S NOTES

ACC. - ACCEPTED
CALC. - CALCULATED
COR. - CORNER
C.R. - CORNER RECORD
DN - DOWN
FD - FOUND
INT - INTERSECTION
SNF - SEARCHED, NOTHING FOUND
STA. - STATION
DIST(R#) - MEASURED & RECORD DATA

MONUMENT NOTES

SET A 1" IRON PIPE TAGGED "LS 9106", DN. 0.1" AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY, UNLESS OTHERWISE NOTED.

SET LEAD, TACK, & TAG "LS 9106" FLUSH IN TOP OF CURB ON SIDE LOT LINES PROJECTED.

SET LEAD, TACK, & TAG "LS 9106" FLUSH IN TOP OF CURB FOR BCs, ECs, PCCs, PRCs, & CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.

ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.10 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.

○ SET A 1" IRON PIPE TAGGED "LS 9106", DN. 0.1", UNLESS OTHERWISE NOTED.

● MONUMENT FOUND AS NOTED. SET TAG "LS 9106" ON ALL MONUMENTS FOUND UNTAGGED OR WITH ILLEGIBLE TAGS OR PLASTIC PLUGS, UNLESS OTHERWISE NOTED

- 1 - FOUND 1"IP W/ ILLEG. PLASTIC PLUG, DN 0.6"; ACCEPTED AS 1"IP "LS 3983" PER R5 AS ANGLE POINT LOT 11 PER R4, AND COR.#7 PER R2. SET TAG "LS 9106"
- 2 - SNF, ESTABLISHED STA.# 1 PER R2, BY PROPORTION ALONG SECTION LINE PER R3. POSITION ESTABLISHED FOR COMPASS RULE ADJUSTMENT THROUGH STA.#S 1-7 ONLY
- 3 - SNF, ESTABLISHED BY COMPASS RULE ADJUSTMENT BETWEEN THE ESTABLISHED POSITION OF STA.#1 AND THE FOUND MONUMENT AT STA.#7, PER R2
- 4 - SNF, ESTABLISHED BY RECORD ANGLE AND DISTANCE PER R10
- 5 - SNF, ESTABLISHED BY COMPASS RULE ADJUSTMENT BETWEEN FOUND MONUMENTS AT THE @ PARAMOUNT DRIVE AND THE N'LY CORNER LOT 184 PER R8 AND R9
- 6 - FOUND MAG NAIL & WASHER "RIV CO TRANS" FLUSH IN PAVEMENT, NO REFERENCE, OVER 1"IP EMPTY, DN 0.2", ACCEPTED AS @ LEAFWOOD DRIVE INTERSECTION WITH E'LY TRACT LINE OF R13, SET TAG "LS 9106"
- 7 - FOUND 1"IP & TAG "RCE 11842" DN 0.2' PER R14
- 8 - SNF, ESTABLISHED BY RECORD ANGLE & DISTANCE PER R10
- 9 - SNF, ESTABLISHED AT RECORD ANGLE FROM L9, PER R17
- 10 - COURSE "C6" ESTABLISHED BY HOLDING TANGENT COURSES AND RECORD RADIUS PER R17
- 11 - FOUND SQUARE TOP PIPE & ILLEGIBLE TAG DN 0.6", ACCEPTED AS @ INTERSECTION PER R17, SET TAG "LS 9106"
- 12 - FOUND 1-1/2" COPPERWELD "16+32.82 EC" FLUSH PER R17
- 13 - FOUND 1-1/2" COPPERWELD "17+63.63" FLUSH PER R17. HELD FOR LINE, MONUMENT FALLS 527'29"43"E 0.10' FROM B.C.
- 14 - FOUND 1-1/2" COPPERWELD, ILLEGIBLE, FLUSH PER R17. HELD FOR LINE, MONUMENT FALLS 547'57"59"E 0.20' FROM E.C., STAMPED COPPERWELD "LS 9106"
- 15 - SNF, ESTABLISHED AT RECORD ANGLE & DISTANCE FROM L18, PER R17
- 16 - SNF, ESTABLISHED AT RECORD ANGLE FROM STA.#3-#4 PER R2 & INTERSECTED WITH @ EXTENSION OF PACIFIC AVENUE
- 17 - SNF, ESTAB. BY RECORD ANGLE FROM N'LY LINE OF R1 PER R6 & INTERSECTED WITH N'LY LINE OF U.P.R.R. R/W

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	RECORD DATA
L1	N89°24'15"W	282.45' (N89°44'W 280.0' R3)
L2	N89°24'15"W	252.60' (N89°44'W 250.4' R2 & R3)
L3	N59°14'28"W	245.27' (S59°57'E 245' R2)
L4	N31°38'47"E	157.00' (N31°08'E 157.13'CALC. R8)
L5	N31°48'42"E	611.21' (N31°08'E 611.96'CALC. R8 & R9)
L6	N57°49'20"W	186.68' (N57°49'20"W 186.68' R1)
L7	N00°41'20"E	35.18' (N26°04'08"W 119.06' R16)
L8	N25°24'56"W	119.10' (N32°05'56"E 256.54' R17)
L9	N32°05'56"E	256.54' (N84°40'13"W 305.35'CALC. R18)
L10	N84°42'16"W	305.55' (N84°40'13"W 305.35'CALC. R18)
L11	N16°48'01"E	42.03' (N27°29'43"W 130.70' R19)
L12	N27°29'43"W	130.70' (N47°57'59"W 292.15' R17)
L13	N47°57'59"W	292.15' (N00°02'30"E 360.96' R14)
L14	N84°42'16"W	381.07' (N84°42'41"W 380.80' R17)
L15	N71°12'28"W	200.45' (N71°55'W 201.6' R2)
L16	N89°19'04"W	100.03' (N89°59'55"W 100.07' R12)
L17	N32°00'10"E	753.58' (N31°16'E 753.39'CALC. R9)
L18	N27°29'43"W	130.70' (N27°28'37"W 130.45' R17)
L19	N47°57'59"W	292.15' (N47°57'12"W 292.41' R17)
L20	N00°40'38"E	360.96' (N00°02'30"E 360.96' R14)

- ### RECORD REFERENCES
- () - RECORD DATA AS NOTED
[] - MB 6/31 (R2)
{ } - RSB 132/65-74 (R5)
() - GRANT DEED REC. 3/28/2019
INST. NO. 2019-0105476 O.R. (R10)
R1 - GRANT DEED TO DAVID ORMAND REC. 10/29/1909 BK 292/242 OF DEEDS
R2 - MB 6/31
R3 - RSB 7/12
R4 - MB 29/95-97
R5 - RSB 132/65-74
R6 - GRANT DEED TO HAUSER CONSTRUCTION COMPANY REC. 10/18/1928 BK 783/385 OF DEEDS
R7 - RSB 12/75
R8 - MB 34/21-22
R9 - MB 35/73
R10 - VESTING DEED REC. 3/28/2019
INST. NO. 2019-0105476 O.R.
R11 - TR-18596-1 MB 137/55-57 & COC REC. 1/6/1986 INST. NO. 2646 O.R.
R12 - TR-18596-5 MB 174/44-48
R13 - TR-18596-6 MB 177/100-103
R14 - TR-18596-7 MB 178/89-91
R15 - TR-24686 MB 332/47-48
R16 - RSB 66/33
R17 - RSB 135/19-46
R18 - RSB 101/62-65
R19 - RSB 121/10-13

CURVE TABLE (THIS SHEET ONLY)		
NO.	RADIUS	RECORD DATA (R Δ L)
C1	603.69'	29°59'49" 316.06' (603.69' 29°59'05" 315.93'CALC. R19)
C2	643.69'	28°23'56" 319.05'
C3	749.02'	20°28'16" 267.62'
C4	573.69'	31°00'08" 310.42' (573.69' 31°01'24" 310.63' R17)
C5	573.69'	26°12'25" 262.40' (573.69' 26°12'40" 262.45' R17)
C6	573.69'	57°12'33" 572.82' (573.69' 57°14'04" 573.08' R17)
C7	633.69'	28°07'01" 310.97'
C8	759.02'	20°28'16" 271.19' (759.02' 20°28'35" 271.26' R17)
C9	300.00'	31°30'32" 164.98' (300.00' 31°30'40" 164.99' R14)

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES.

INDEX MAP

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY CITY ENGINEER, IN E.C.S. BOOK _____ PAGE _____ THIS AFFECTS ALL LOTS.

CCR NOTE

C.C.R.'S PER INST. NO. _____, REC. _____-20____, O.R.

NOTES

- LOTS 399 AND 403 ARE NOT SEPARATE BUILDING SITES AND ARE FOR BASIN, PUBLIC TRAIL, AND LANDSCAPE PURPOSES
- LOTS 407 THROUGH 413, INCLUSIVE, 415, 416, 417 AND 419 ARE NOT SEPARATE BUILDING SITES AND ARE FOR LANDSCAPE PURPOSES
- LOT 401 IS NOT A SEPARATE BUILDING SITE AND IS FOR OPEN SPACE PURPOSES
- LOT 402 IS NOT A SEPARATE BUILDING SITE AND IS FOR PUBLIC TRAIL AND LANDSCAPE PURPOSES
- LOT 406 IS NOT A SEPARATE BUILDING SITE AND IS FOR PUBLIC TRAIL, BASIN, AND LANDSCAPE PURPOSES
- LOT 414 IS NOT A SEPARATE BUILDING SITE AND IS FOR LANDSCAPE AND PUBLIC TRAIL PURPOSES
- LOTS 421, 423, 424 AND 426 ARE NOT SEPARATE BUILDING SITES AND ARE FOR BASIN PURPOSES
- LOTS 425 AND 427 ARE NOT SEPARATE BUILDING SITES AND ARE FOR BASIN AND LANDSCAPE PURPOSES
- LOTS 'A' THROUGH 'I', INCLUSIVE, ARE NOT SEPARATE BUILDING SITES AND ARE FOR PUBLIC STREET PURPOSES

EASEMENT NOTES

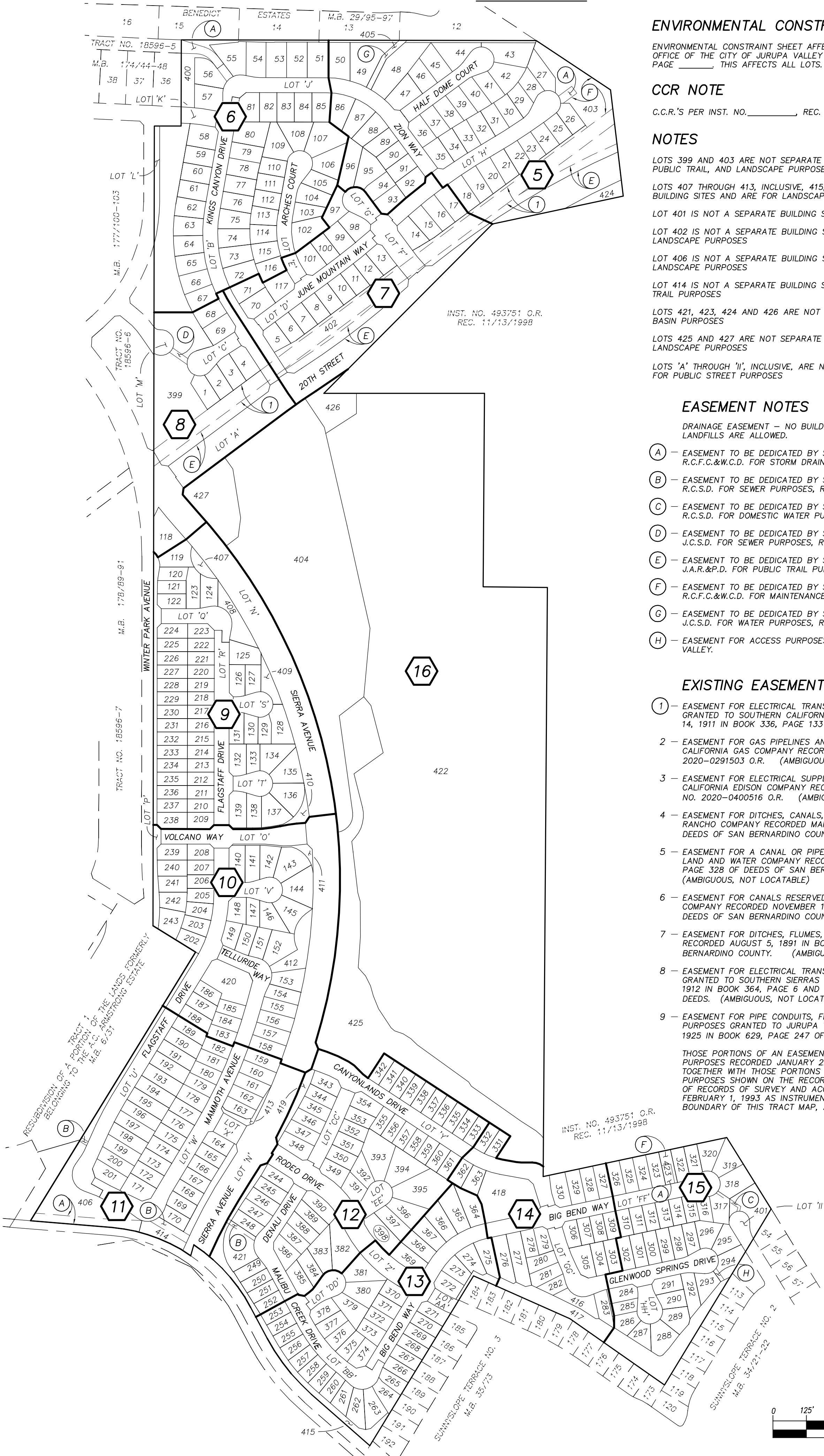
DRAINAGE EASEMENT - NO BUILDING, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED.

- (A) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.F.C.&W.C.D. FOR STORM DRAIN PURPOSES, RESERVED HEREON.
- (B) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.S.D. FOR SEWER PURPOSES, RESERVED HEREON.
- (C) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.S.D. FOR DOMESTIC WATER PURPOSES, RESERVED HEREON.
- (D) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.C.S.D. FOR SEWER PURPOSES, RESERVED HEREON.
- (E) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.A.R.&P.D. FOR PUBLIC TRAIL PURPOSES, RESERVED HEREON.
- (F) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.F.C.&W.C.D. FOR MAINTENANCE AND ACCESS PURPOSES, RESERVED HEREON.
- (G) - EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.C.S.D. FOR WATER PURPOSES, RESERVED HEREON.
- (H) - EASEMENT FOR ACCESS PURPOSES DEDICATED HEREON TO THE CITY OF JURUPA VALLEY.

EXISTING EASEMENTS

- 1 - EASEMENT FOR ELECTRICAL TRANSMISSION LINES, POLES OR TOWERS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 14, 1911 IN BOOK 336, PAGE 133 O.R.
- 2 - EASEMENT FOR GAS PIPELINES AND FACILITIES GRANTED TO THE SOUTHERN CALIFORNIA GAS COMPANY RECORDED JULY 6, 2020 AS INSTRUMENT NO. 2020-0291503 O.R. (AMBIGUOUS, NOT LOCATABLE)
- 3 - EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 27, 2020 AS INSTRUMENT NO. 2020-0400516 O.R. (AMBIGUOUS, NOT LOCATABLE)
- 4 - EASEMENT FOR DITCHES, CANALS, OR PIPELINES RESERVED BY THE STEARNS RANCHO COMPANY RECORDED MARCH 1, 1893 IN BOOK 177, PAGE 181 OF DEEDS OF SAN BERNARDINO COUNTY. (AMBIGUOUS, NOT LOCATABLE)
- 5 - EASEMENT FOR A CANAL OR PIPELINE GRANTED TO THE WEST RIVERSIDE LAND AND WATER COMPANY RECORDED NOVEMBER 15, 1890 IN BOOK 120, PAGE 328 OF DEEDS OF SAN BERNARDINO COUNTY. (AMBIGUOUS, NOT LOCATABLE)
- 6 - EASEMENT FOR CANALS RESERVED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY RECORDED NOVEMBER 15, 1890 IN BOOK 120, PAGE 368 OF DEEDS OF SAN BERNARDINO COUNTY. (AMBIGUOUS, NOT LOCATABLE)
- 7 - EASEMENT FOR DITCHES, FLUMES, OR PIPELINES RESERVED BY SHIRLEY WARD RECORDED AUGUST 5, 1891 IN BOOK 137, PAGE 185 OF DEEDS OF SAN BERNARDINO COUNTY. (AMBIGUOUS, NOT LOCATABLE)
- 8 - EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES GRANTED TO SOUTHERN SIERRAS POWER COMPANY RECORDED OCTOBER 19, 1912 IN BOOK 364, PAGE 6 AND JULY 31, 1915 IN BOOK 425, PAGE 382 OF DEEDS. (AMBIGUOUS, NOT LOCATABLE)
- 9 - EASEMENT FOR PIPE CONDUITS, FLUMES, ELECTRIC LINES FOR IRRIGATION PURPOSES GRANTED TO JURUPA WATER COMPANY RECORDED FEBRUARY 14, 1925 IN BOOK 629, PAGE 247 OF DEEDS. (AMBIGUOUS, NOT LOCATABLE)

THOSE PORTIONS OF AN EASEMENT FOR SLOPE, DRAINAGE AND ROAD PURPOSES RECORDED JANUARY 22, 1988, AS INSTRUMENT NO. 18728 O.R., TOGETHER WITH THOSE PORTIONS OF AN EASEMENT FOR PUBLIC ROAD PURPOSES SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY AND ACCEPTED BY RESOLUTION 93-005, RECORDED FEBRUARY 1, 1993 AS INSTRUMENT NO. 38850 O.R., LYING WITHIN THE BOUNDARY OF THIS TRACT MAP, ABANDONED HEREON.



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N36°59'56"W (R)	28.00'
L2	N54°12'25"E (R)	28.00'
L3	N34°35'13"W (R)	28.00'
L4	N35°47'35"W (R)	20.00'
L5	N89°18'20"W	32.35'
L6	N54°12'25"E	62.98'
L7	N54°12'25"E	61.00'
L8	N35°47'35"W	28.00'
L9	N51°05'33"E (R)	28.00'
L10	N00°43'34"E (R)	15.67'
L11	N33°47'15"W (PCO)	28.00'
L12	N00°42'05"E	8.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	2000.00'	1°12'22"	42.10'
C2	1972.00'	0°27'43"	15.90'
C3	2028.00'	1°14'25"	43.90'
C4	2028.00'	0°17'14"	10.16'
C5	48.00'	5°29'54"	4.61'
C6	2000.00'	2°00'20"	70.01'
C7	48.00'	26°05'31"	28.56'
C8	48.00'	54°28'53"	45.64'

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

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SHEET 5 OF 20 SHEETS
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C9	48.00'	50°06'34"	41.98'
C10	100.00'	24°53'41"	43.45'
C11	100.00'	4°42'27"	8.22'
C12	2028.00'	0°36'57"	21.79'
C13	100.00'	16°18'41"	28.47'
C14	100.00'	13°26'06"	23.45'
C15	100.00'	2°52'35"	5.02'
C16	2138.00'	1°44'34"	65.03'
C17	2138.00'	1°36'38"	60.10'
C18	2138.00'	1°36'50"	60.22'
C19	2138.00'	0°51'28"	32.01'
C20	1862.00'	0°52'19"	28.34'
C21	1862.00'	1°51'10"	60.21'
C22	1862.00'	1°25'51"	46.50'
C23	250.00'	3°06'43"	13.58'
C24	250.00'	3°15'29"	14.22'
C25	250.00'	1°59'13"	8.67'
C26	250.00'	5°01'20"	21.91'
C27	1862.00'	1°09'56"	37.88'
C28	2138.00'	0°36'57"	22.98'
C29	2000.00'	2°00'20"	70.01'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SHEET 6 OF 20 SHEETS
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N79°25'35"W	28.00'
L2	N34°25'35"W	21.21'
L3	N10°34'25"E	30.00'
L4	N86°42'56"W	34.36'
L5	N86°42'56"W	35.68'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L6	N86°42'56"W	37.00'
L7	N79°25'35"W	102.39'
L8	N54°58'54"E	21.43'
L9	N79°25'35"W	28.01'
L10	N00°16'37"E	40.99'
L11	N79°00'07"W	40.99'
L12	N00°42'05"E (R)	28.00'
L13	N89°15'18"E	19.85'
L14	N53°27'01"E	30.00'
L15	N79°25'35"W	20.00'
L16	N43°04'53"E	1.21'
L17	N00°42'05"E	3.19'
L18	N86°42'39"W	46.15'
L19	N86°42'39"W	28.58'
L20	N86°42'39"W	17.57'
L21	N89°17'55"W	14.78'
L22	N69°28'49"E	2.22'
L23	N00°42'05"E	8.00'
L24	N89°17'55"W	36.46'

CURVE TABLE (THIS SHEET SHEET)			
NO.	RADIUS	DELTA	LENGTH
C1	270.00'	7°17'21"	34.35'
C2	300.00'	7°17'21"	38.17'
C3	330.00'	7°17'21"	41.98'
C4	330.00'	2°16'02"	13.06'
C5	330.00'	5°01'19"	28.92'
C6	100.00'	9°30'52"	16.61'
C7	66.00'	12°38'39"	14.57'
C8	66.00'	53°12'35"	61.29'
C9	66.00'	26°16'26"	30.27'
C10	66.00'	34°52'02"	40.16'
C11	100.00'	10°17'48"	17.97'
C12	272.00'	3°41'08"	17.50'
C13	328.00'	1°09'58"	6.68'
C14	272.00'	5°02'35"	23.94'
C15	100.00'	25°02'55"	43.72'
C16	100.00'	2°32'53"	4.45'
C17	48.00'	9°14'04"	7.74'
C18	48.00'	52°08'51"	43.69'
C19	428.00'	10°01'21"	74.87'
C20	428.00'	7°32'54"	56.39'
C21	428.00'	2°06'26"	15.74'
C22	528.00'	3°59'36"	36.80'
C23	105.00'	35°42'29"	65.44'
C24	75.00'	51°08'32"	66.94'
C25	63.75'	54°11'44"	60.30'

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N36°02'39"W	50.00'
L2	N15°44'20"E	25.40'
L3	N57°38'17"E	40.00'
L4	N82°18'17"W	26.41'
L5	N33°05'38"W (R)	50.00'
L6	N40°39'00"W (R)	50.00'
L7	N65°47'13"W	17.97'
L8	N31°58'46"W	28.00'
L9	N12°49'45"E	21.28'
L10	N57°38'17"E	28.00'
L11	N79°10'31"W	21.87'
L12	N35°59'19"W	28.00'
L13	N03°45'38"E	15.35'
L14	N32°21'43"W	71.49'
L15	N32°21'43"W	69.44'
L16	N08°43'09"E	26.35'
L17	N10°49'29"E (R)	20.53'
L18	N48°53'28"E (R)	40.00'

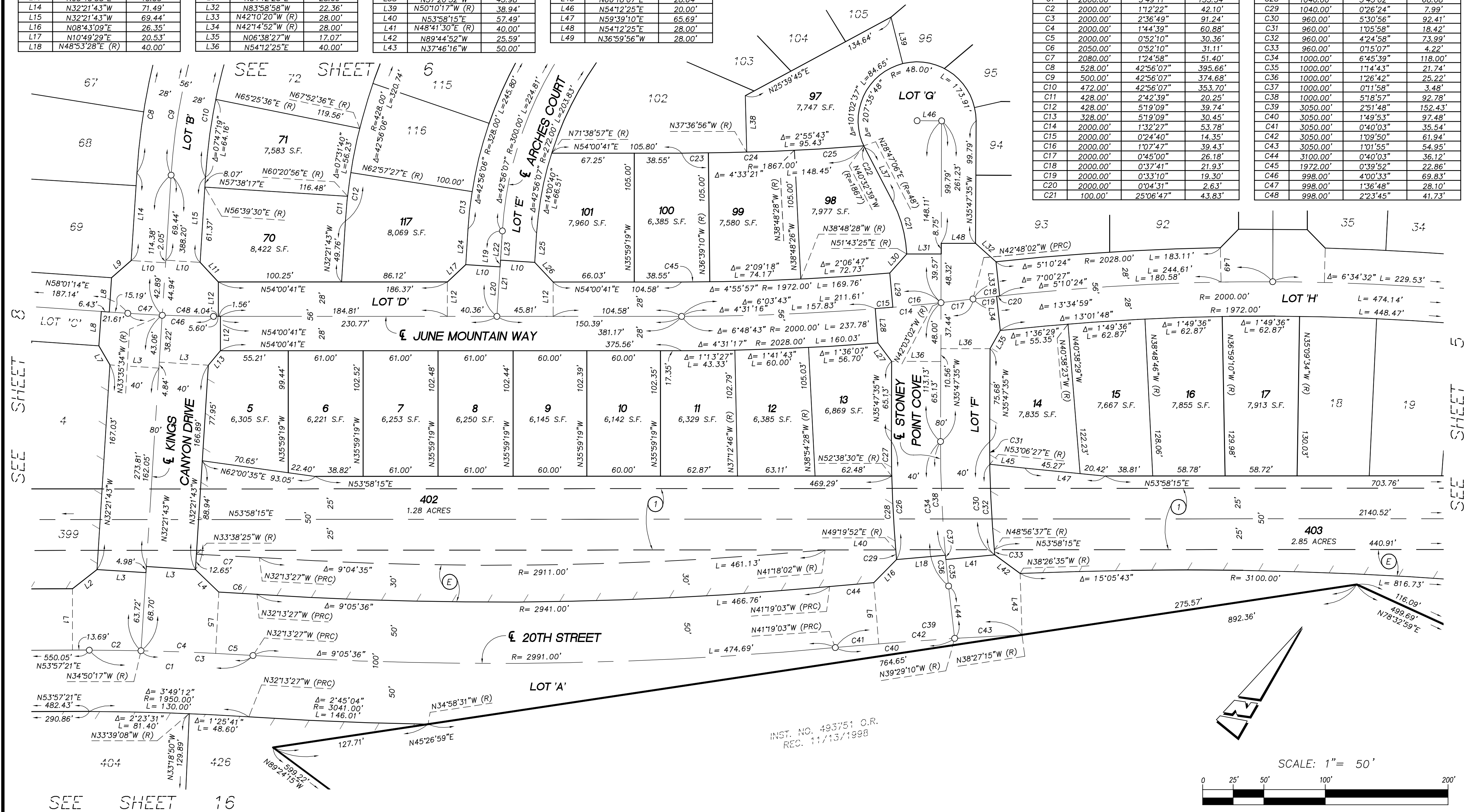
LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L19	N32°21'43"W	69.70'
L20	N32°21'43"W	40.36'
L21	N32°21'43"W	45.81'
L22	N32°21'43"W	5.45'
L23	N32°21'43"W	23.89'
L24	N32°21'43"W	29.34'
L25	N32°21'43"W	23.89'
L26	N79°10'31"W	21.87'
L27	N72°42'57"W	18.70'
L28	N40°30'35"W (R)	28.00'
L29	N40°55'15"W (R)	28.00'
L30	N05°24'05"E	20.72'
L31	N54°12'25"E	28.09'
L32	N83°58'58"W	22.36'
L33	N42°10'20"W (R)	28.00'
L34	N42°14'52"W (R)	28.00'
L35	N06°38'27"W	17.07'
L36	N54°12'25"E	40.00'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L37	N63°23'23"W	50.00'
L38	N37°20'52"W	45.98'
L39	N50°10'17"W (R)	38.94'
L40	N53°58'15"E	57.49'
L41	N48°41'30"E (R)	40.00'
L42	N89°44'52"W	25.59'
L43	N37°46'16"W	50.00'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L44	N42°33'14"W	42.92'
L45	N60°18'07"E	28.64'
L46	N54°12'25"E	20.00'
L47	N59°39'10"E	65.69'
L48	N54°12'25"E	28.00'
L49	N36°59'56"W	28.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	2000.00'	3°49'11"	133.34'
C2	2000.00'	1°12'22"	42.10'
C3	2000.00'	2°36'49"	91.24'
C4	2000.00'	1°44'39"	60.88'
C5	2000.00'	0°52'10"	30.36'
C6	2050.00'	0°52'10"	31.11'
C7	2080.00'	1°24'58"	51.40'
C8	528.00'	42°56'07"	395.66'
C9	500.00'	42°56'07"	374.68'
C10	472.00'	42°56'07"	353.70'
C11	428.00'	2°42'39"	20.25'
C12	428.00'	5°19'09"	39.74'
C13	328.00'	5°19'09"	30.45'
C14	2000.00'	1°32'27"	53.78'
C15	2000.00'	0°24'40"	14.35'
C16	2000.00'	1°07'47"	39.43'
C17	2000.00'	0°45'00"	26.18'
C18	2000.00'	0°37'41"	21.93'
C19	2000.00'	0°33'10"	19.30'
C20	2000.00'	0°04'31"	2.63'
C21	100.00'	25°06'47"	43.83'

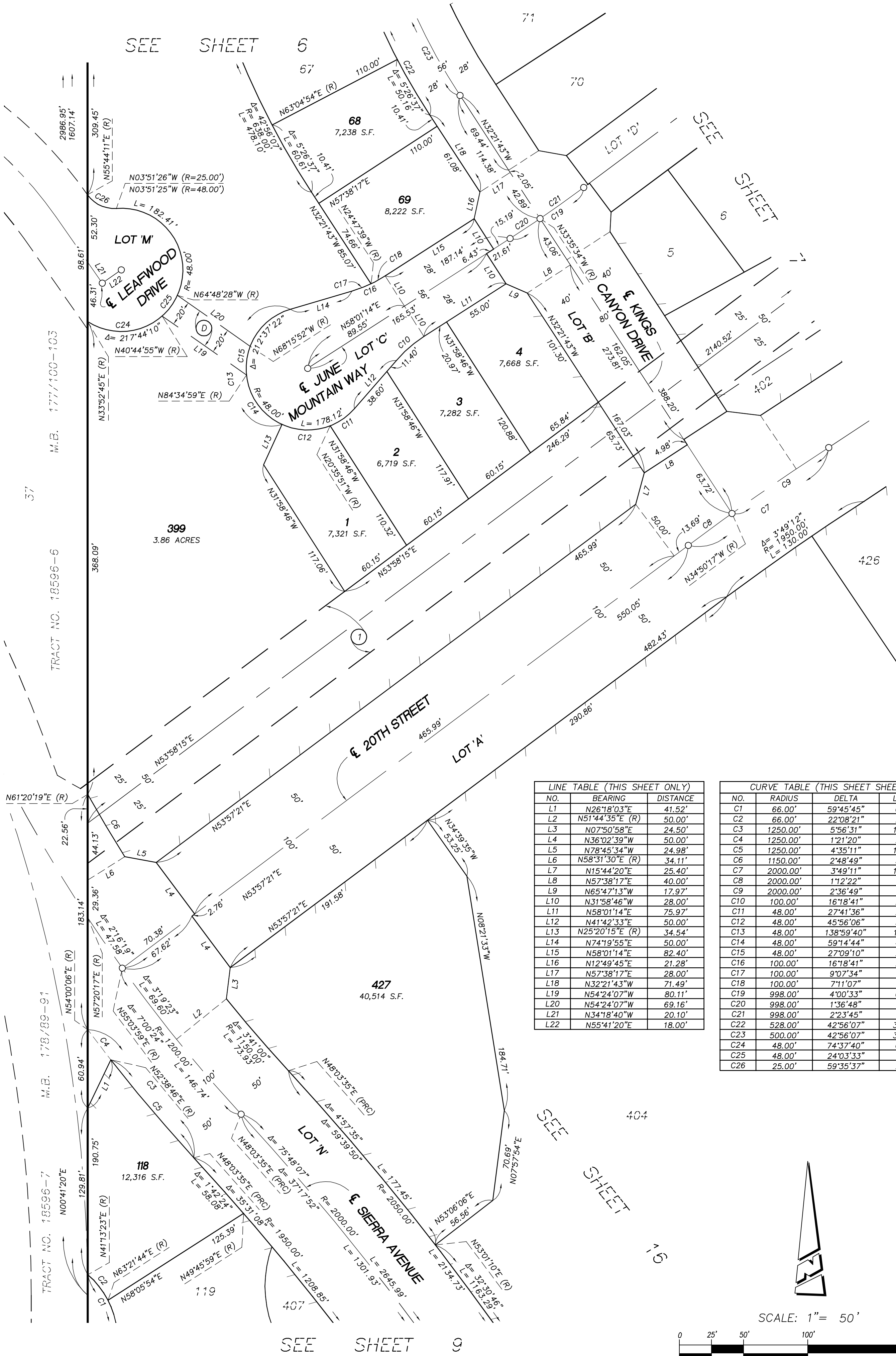
CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C22	48.00'	2°10'29"	1.82'
C23	1867.00'	0°39'52"	21.65'
C24	1867.00'	2°09'18"	70.22'
C25	1867.00'	1°44'11"	56.58'
C26	1040.00'	5°18'57"	96.49'
C27	1040.00'	1°33'56"	28.41'
C28	1040.00'	3°45'02"	68.08'
C29	1040.00'	0°26'24"	7.99'
C30	960.00'	5°30'56"	92.41'
C31	960.00'	1°05'58"	18.42'
C32	960.00'	4°24'58"	73.99'
C33	960.00'	0°15'07"	4.22'
C34	1000.00'	6°45'39"	118.00'
C35	1000.00'	1°14'43"	21.74'
C36	1000.00'	1°26'42"	25.22'
C37	1000.00'	0°11'58"	3.48'
C38	1000.00'	5°18'57"	92.78'
C39	3050.00'	2°51'48"	152.43'
C40	3050.00'	1°49'53"	97.48'
C41	3050.00'	0°40'03"	35.54'
C42	3050.00'	1°09'50"	61.94'
C43	3050.00'	1°01'55"	54.95'
C44	3100.00'	0°40'03"	36.12'
C45	192.00'	0°39'52"	22.86'
C46	998.00'	4°00'33"	69.83'
C47	998.00'	1°36'48"	28.10'
C48	998.00'	2°23'45"	41.73'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

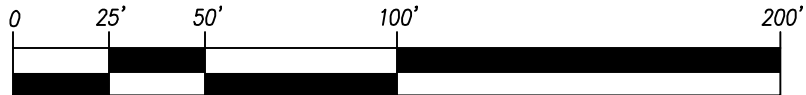
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N26°18'03"E	41.52'
L2	N51°44'35"E (R)	50.00'
L3	N07°50'58"E	24.50'
L4	N36°02'39"W	50.00'
L5	N78°45'34"W	24.98'
L6	N58°31'30"E (R)	34.11'
L7	N15°44'20"E	25.40'
L8	N57°38'17"E	40.00'
L9	N65°47'13"W	17.97'
L10	N31°58'46"W	28.00'
L11	N58°01'14"E	75.97'
L12	N41°42'33"E	50.00'
L13	N25°20'15"E (R)	34.54'
L14	N74°19'55"E	50.00'
L15	N58°01'14"E	82.40'
L16	N12°49'45"E	21.28'
L17	N57°38'17"E	28.00'
L18	N32°21'43"W	71.49'
L19	N54°24'07"W	80.11'
L20	N54°24'07"W	69.16'
L21	N34°18'40"W	20.10'
L22	N55°41'20"E	18.00'

CURVE TABLE (THIS SHEET SHEET)			
NO.	RADIUS	DELTA	LENGTH
C1	66.00'	59°45'45"	68.84'
C2	66.00'	22°08'21"	25.50'
C3	1250.00'	5°56'31"	129.63'
C4	1250.00'	1°21'20"	29.57'
C5	1250.00'	4°35'11"	100.06'
C6	1150.00'	2°48'49"	56.47'
C7	2000.00'	3°49'11"	133.34'
C8	2000.00'	1°12'22"	42.10'
C9	2000.00'	2°36'49"	91.24'
C10	100.00'	16°18'41"	28.47'
C11	48.00'	27°41'36"	23.20'
C12	48.00'	45°56'06"	38.48'
C13	48.00'	138°59'40"	116.44'
C14	48.00'	59°14'44"	49.63'
C15	48.00'	27°09'10"	22.75'
C16	100.00'	16°18'41"	28.47'
C17	100.00'	9°07'34"	15.93'
C18	100.00'	7°11'07"	12.54'
C19	998.00'	4°00'33"	69.83'
C20	998.00'	1°36'48"	28.10'
C21	998.00'	2°23'45"	41.73'
C22	528.00'	42°56'07"	395.66'
C23	500.00'	42°56'07"	374.68'
C24	48.00'	74°37'40"	62.52'
C25	48.00'	24°03'33"	20.16'
C26	25.00'	59°35'37"	26.00'

SCALE: 1" = 50'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

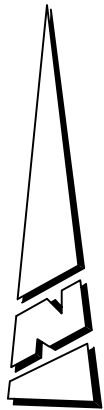
NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

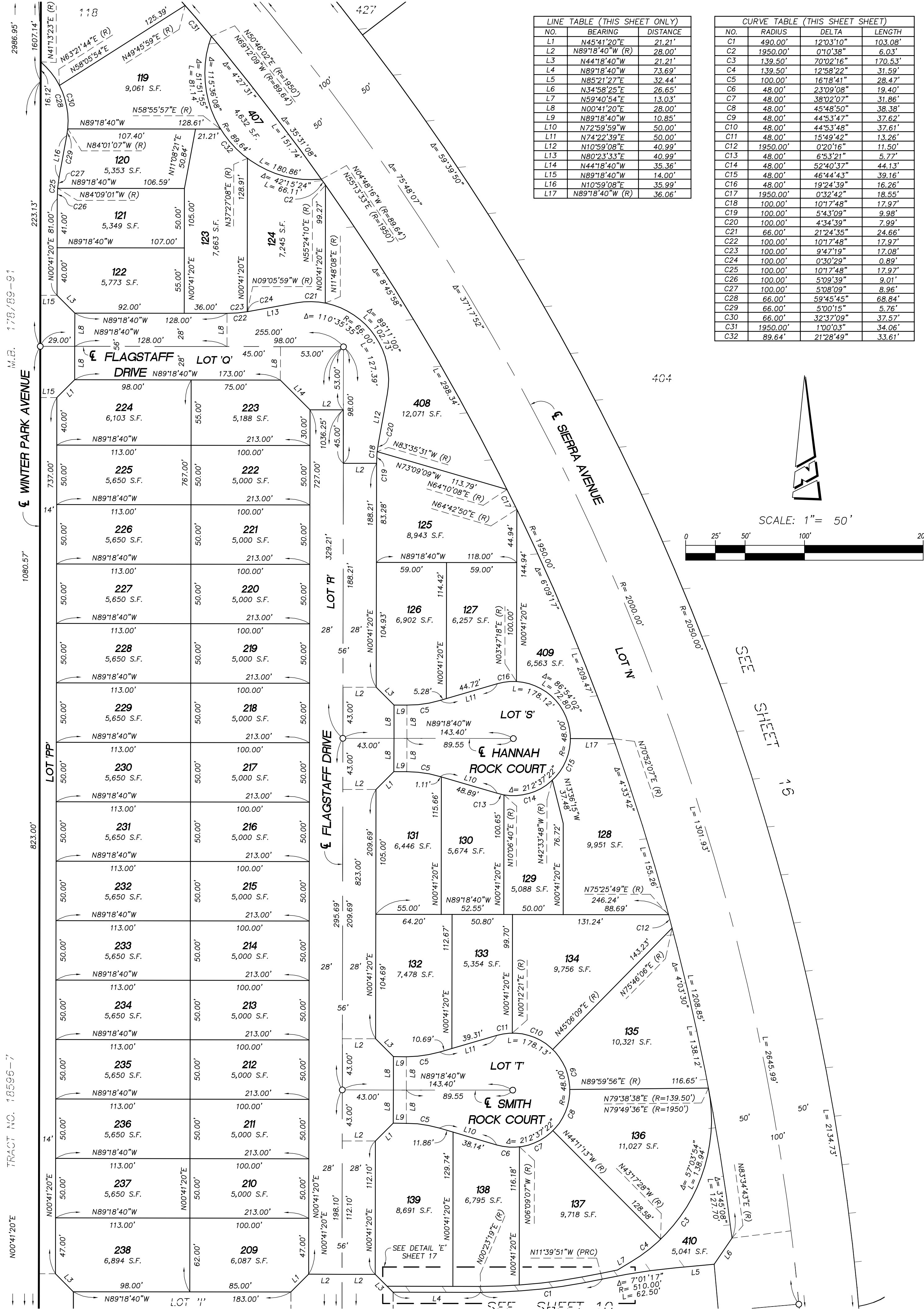
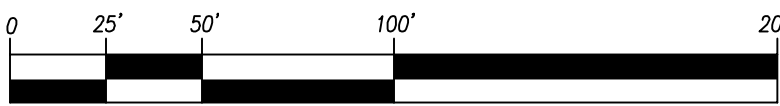
SEE SHEET 8

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N45°41'20"E	21.21'
L2	N89°18'40"W (R)	28.00'
L3	N44°18'40"W	21.21'
L4	N89°18'40"W	73.69'
L5	N85°21'27"E	32.44'
L6	N34°58'25"E	26.65'
L7	N59°40'54"E	13.03'
L8	N00°41'20"E	28.00'
L9	N89°18'40"W	10.85'
L10	N72°59'59"W	50.00'
L11	N74°22'39"E	50.00'
L12	N10°59'08"E	40.99'
L13	N80°23'33"E	40.99'
L14	N44°18'40"W	35.36'
L15	N89°18'40"W	14.00'
L16	N10°59'08"E	35.99'
L17	N89°18'40"W (R)	36.06'

CURVE TABLE (THIS SHEET SHEET)			
NO.	RADIUS	DELTA	LENGTH
C1	490.00'	12°03'10"	103.08'
C2	1950.00'	0°10'38"	6.03'
C3	139.50'	70°02'16"	170.53'
C4	139.50'	12°58'22"	31.59'
C5	100.00'	16°18'41"	28.47'
C6	48.00'	23°09'08"	19.40'
C7	48.00'	38°02'07"	31.86'
C8	48.00'	45°48'50"	38.38'
C9	48.00'	44°53'47"	37.62'
C10	48.00'	44°53'48"	37.61'
C11	48.00'	15°49'42"	13.26'
C12	1950.00'	0°20'16"	11.50'
C13	48.00'	6°53'21"	5.77'
C14	48.00'	52°40'37"	44.13'
C15	48.00'	46°44'43"	39.16'
C16	48.00'	19°24'39"	16.26'
C17	1950.00'	0°32'42"	18.55'
C18	100.00'	10°17'48"	17.97'
C19	100.00'	5°43'09"	9.98'
C20	100.00'	4°34'39"	7.99'
C21	66.00'	21°24'35"	24.66'
C22	100.00'	10°17'48"	17.97'
C23	100.00'	9°47'19"	17.08'
C24	100.00'	0°30'29"	0.89'
C25	100.00'	10°17'48"	17.97'
C26	100.00'	5°09'39"	9.01'
C27	100.00'	5°08'09"	8.96'
C28	66.00'	59°45'45"	68.84'
C29	66.00'	5°00'15"	5.76'
C30	66.00'	32°37'09"	37.57'
C31	1950.00'	1°00'03"	34.06'
C32	89.64'	21°28'49"	33.61'



SCALE: 1" = 50'



SEE SHEET 10

SEE SHEET 10

TRACT NO. 18596-7

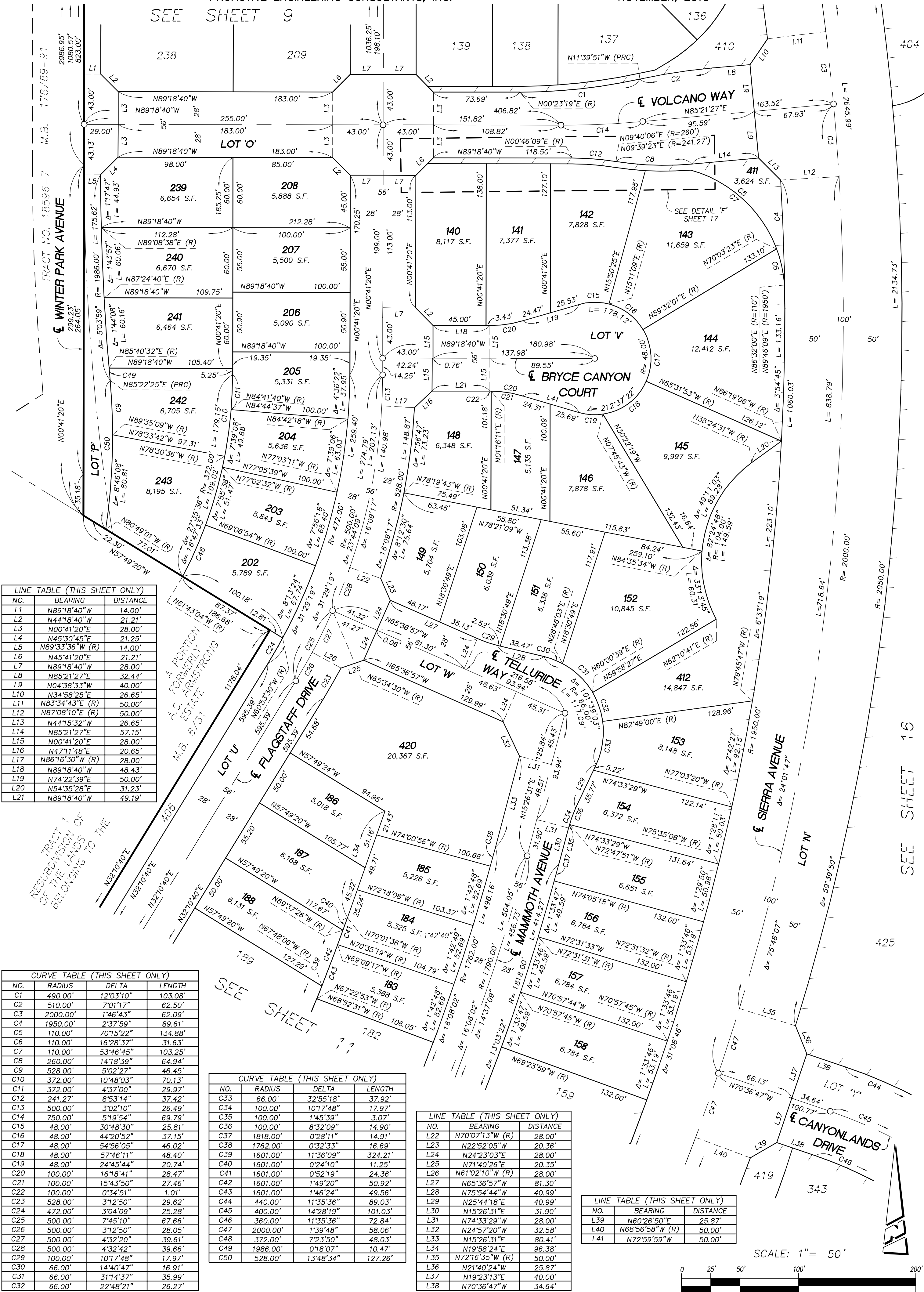
M.B. 178/89-91

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N89°18'40"W	14.00'
L2	N44°18'40"W	21.21'
L3	N00°41'20"E	28.00'
L4	N45°30'45"E	21.25'
L5	N89°33'36"W (R)	14.00'
L6	N45°41'20"E	21.21'
L7	N89°18'40"W	28.00'
L8	N85°21'27"E	32.44'
L9	N04°38'33"W	40.00'
L10	N34°58'25"E	26.65'
L11	N83°34'43"E (R)	50.00'
L12	N87°08'10"E (R)	50.00'
L13	N44°15'32"W	26.65'
L14	N85°21'27"E	57.15'
L15	N00°41'20"E	28.00'
L16	N47°11'48"E	20.65'
L17	N86°16'30"W (R)	28.00'
L18	N89°18'40"W	48.43'
L19	N74°22'39"E	50.00'
L20	N54°35'28"E	31.23'
L21	N89°18'40"W	49.19'

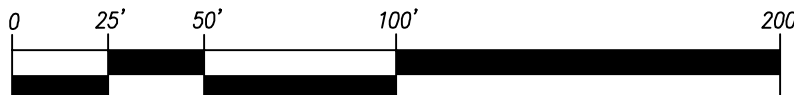
CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	490.00'	12°03'10"	103.08'
C2	510.00'	7°01'17"	62.50'
C3	2000.00'	1°46'43"	62.09'
C4	1950.00'	2°37'59"	89.61'
C5	110.00'	7°01'52"	134.88'
C6	110.00'	16°28'37"	31.63'
C7	110.00'	53°46'45"	103.25'
C8	260.00'	14°18'39"	64.94'
C9	528.00'	5°02'27"	46.45'
C10	372.00'	10°48'03"	70.13'
C11	372.00'	4°37'00"	29.97'
C12	241.27'	8°53'14"	37.42'
C13	500.00'	3°02'10"	26.49'
C14	750.00'	5°19'54"	69.79'
C15	48.00'	30°48'30"	25.81'
C16	48.00'	44°20'52"	37.15'
C17	48.00'	54°56'05"	46.02'
C18	48.00'	57°46'11"	48.40'
C19	48.00'	24°45'44"	20.74'
C20	100.00'	16°18'41"	28.47'
C21	100.00'	15°43'50"	27.46'
C22	100.00'	0°34'51"	1.01'
C23	528.00'	3°12'50"	29.62'
C24	472.00'	3°04'09"	25.28'
C25	500.00'	7°45'10"	67.66'
C26	500.00'	3°12'50"	28.05'
C27	500.00'	4°32'20"	39.61'
C28	500.00'	4°32'42"	39.66'
C29	100.00'	10°17'48"	17.97'
C30	66.00'	14°40'47"	16.91'
C31	66.00'	31°14'37"	35.99'
C32	66.00'	22°48'21"	26.27'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C33	66.00'	32°55'18"	37.92'
C34	100.00'	10°17'48"	17.97'
C35	100.00'	1°45'39"	3.07'
C36	100.00'	8°32'09"	14.90'
C37	1818.00'	0°28'11"	14.91'
C38	1762.00'	0°32'33"	16.69'
C39	1601.00'	11°36'09"	324.21'
C40	1601.00'	0°24'10"	11.25'
C41	1601.00'	0°52'19"	24.36'
C42	1601.00'	1°49'20"	50.92'
C43	1601.00'	1°46'24"	49.56'
C44	440.00'	11°35'36"	89.03'
C45	400.00'	14°28'19"	101.03'
C46	360.00'	11°35'36"	72.84'
C47	2000.00'	1°39'48"	58.06'
C48	372.00'	7°23'50"	48.03'
C49	1986.00'	0°18'07"	10.47'
C50	528.00'	13°48'34"	127.26'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L22	N70°07'13"W (R)	28.00'
L23	N22°52'05"W	20.36'
L24	N24°23'03"E	28.00'
L25	N71°40'26"E	20.35'
L26	N61°02'10"W (R)	28.00'
L27	N65°36'57"W	81.30'
L28	N75°54'44"W	40.99'
L29	N25°44'18"E	40.99'
L30	N15°26'31"E	31.90'
L31	N74°33'29"W	28.00'
L32	N24°57'20"W	32.58'
L33	N15°26'31"E	80.41'
L34	N19°58'24"E	96.38'
L35	N72°16'35"W (R)	50.00'
L36	N21°40'24"W	25.87'
L37	N19°23'13"E	40.00'
L38	N70°36'47"W	34.64'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L39	N60°26'50"E	25.87'
L40	N68°56'58"W (R)	50.00'
L41	N72°59'59"W	50.00'

SCALE: 1" = 50'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

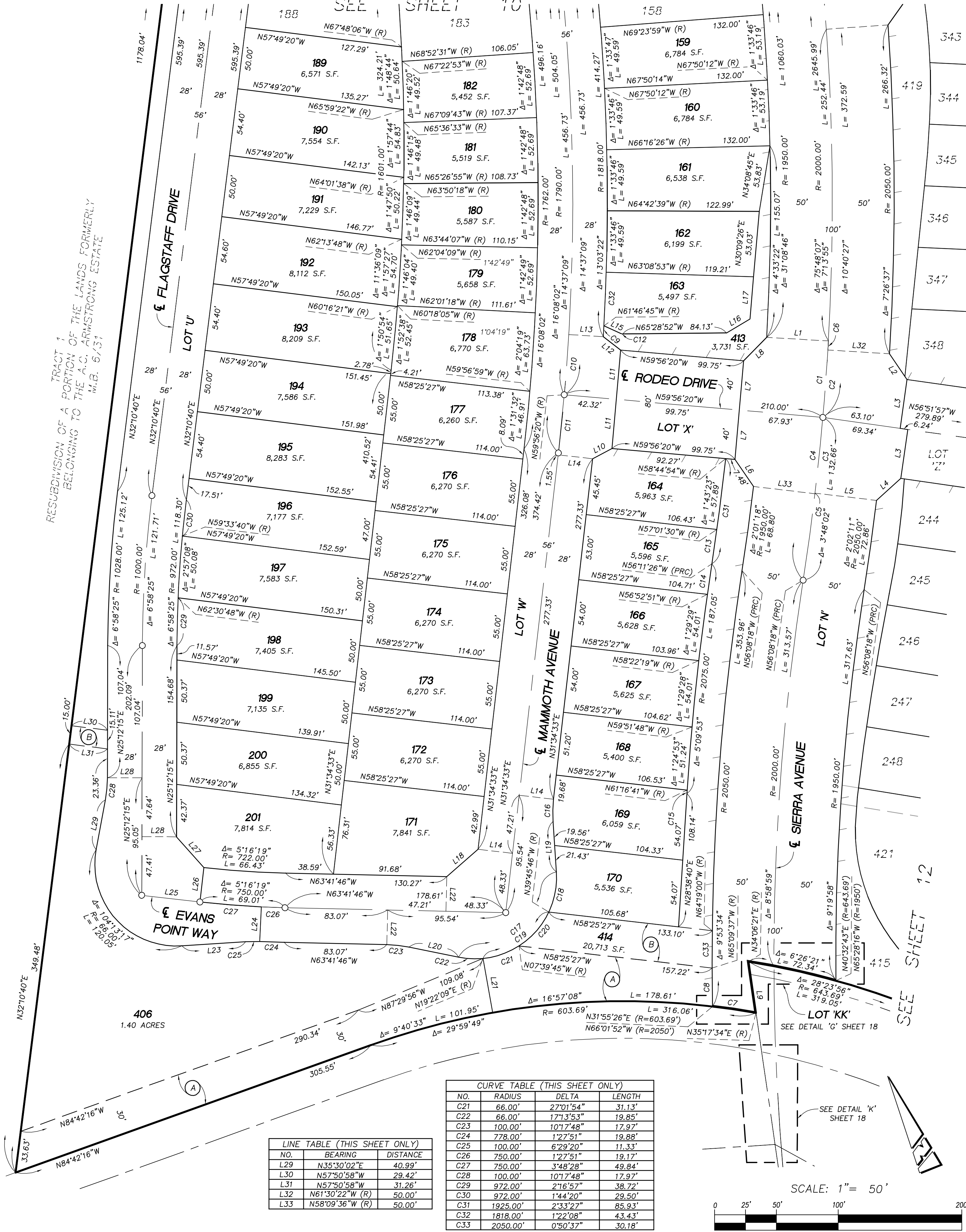
LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N61°43'03"W (R)	50.00'
L2	N09°09'40"W	25.18'
L3	N33°08'03"E	40.00'
L4	N72°56'54"E	26.54'
L5	N58°10'29"W (R)	50.00'
L6	N09°32'43"W	26.65'
L7	N30°03'40"E	40.00'
L8	N69°40'39"E	26.65'
L9	N16°48'01"E	42.03'
L10	N87°25'24"E	17.81'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L11	N30°03'38"E	40.00'
L12	N27°20'05"W	17.80'
L13	N61°30'07"W (R)	28.00'
L14	N58°25'27"W (R)	28.00'
L15	N40°25'40"W	15.22'
L16	N84°16'43"E	22.09'
L17	N29°44'53"E	34.27'
L18	N73°56'23"E	33.69'
L19	N21°16'45"E	40.99'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L20	N53°23'58"W	40.99'
L21	N14°58'18"E (R)	44.54'
L22	N26°18'14"E (R)	28.00'
L23	N68°43'15"W	51.83'
L24	N27°46'05"E (PC)	28.00'
L25	N58°25'27"W	47.41'
L26	N31°34'33"E (R)	28.00'
L27	N16°36'36"W	33.34'
L28	N64°47'45"W	28.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	2000.00'	1°46'43"	62.09'
C2	2000.00'	1°34'02"	54.71'
C3	2000.00'	1°45'51"	61.58'
C4	2000.00'	1°46'44"	62.10'
C5	2000.00'	0°00'54"	0.52'
C6	2000.00'	0°12'42"	7.38'
C7	603.69'	3°22'08"	35.50'
C8	2050.00'	0°52'15"	31.15'
C9	1818.00'	0°16'38"	8.80'
C10	1790.00'	1°33'47"	48.83'

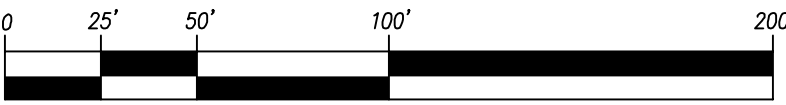
CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C11	1790.00'	1°30'53"	47.32'
C12	3.00'	25°03'12"	1.31'
C13	1925.00'	0°50'04"	28.04'
C14	2075.00'	0°41'24"	24.99'
C15	2075.00'	0°04'39"	2.80'
C16	100.00'	10°17'48"	17.97'
C17	66.00'	105°19'17"	121.32'
C18	66.00'	28°57'29"	33.36'
C19	66.00'	59°07'55"	68.12'
C20	66.00'	32°06'01"	36.98'



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L29	N35°30'02"E	40.99'
L30	N57°50'58"W	29.42'
L31	N57°50'58"W	31.26'
L32	N61°30'22"W (R)	50.00'
L33	N58°09'36"W (R)	50.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C21	66.00'	27°01'54"	31.13'
C22	66.00'	17°13'53"	19.85'
C23	100.00'	10°17'48"	17.97'
C24	778.00'	1°27'51"	19.88'
C25	100.00'	6°29'20"	11.33'
C26	750.00'	1°27'51"	19.17'
C27	750.00'	3°48'28"	49.84'
C28	100.00'	10°17'48"	17.97'
C29	972.00'	2°16'57"	38.72'
C30	972.00'	1°44'20"	29.50'
C31	1925.00'	2°33'27"	85.93'
C32	1818.00'	1°22'08"	43.43'
C33	2050.00'	0°50'37"	30.18'

SCALE: 1" = 50'

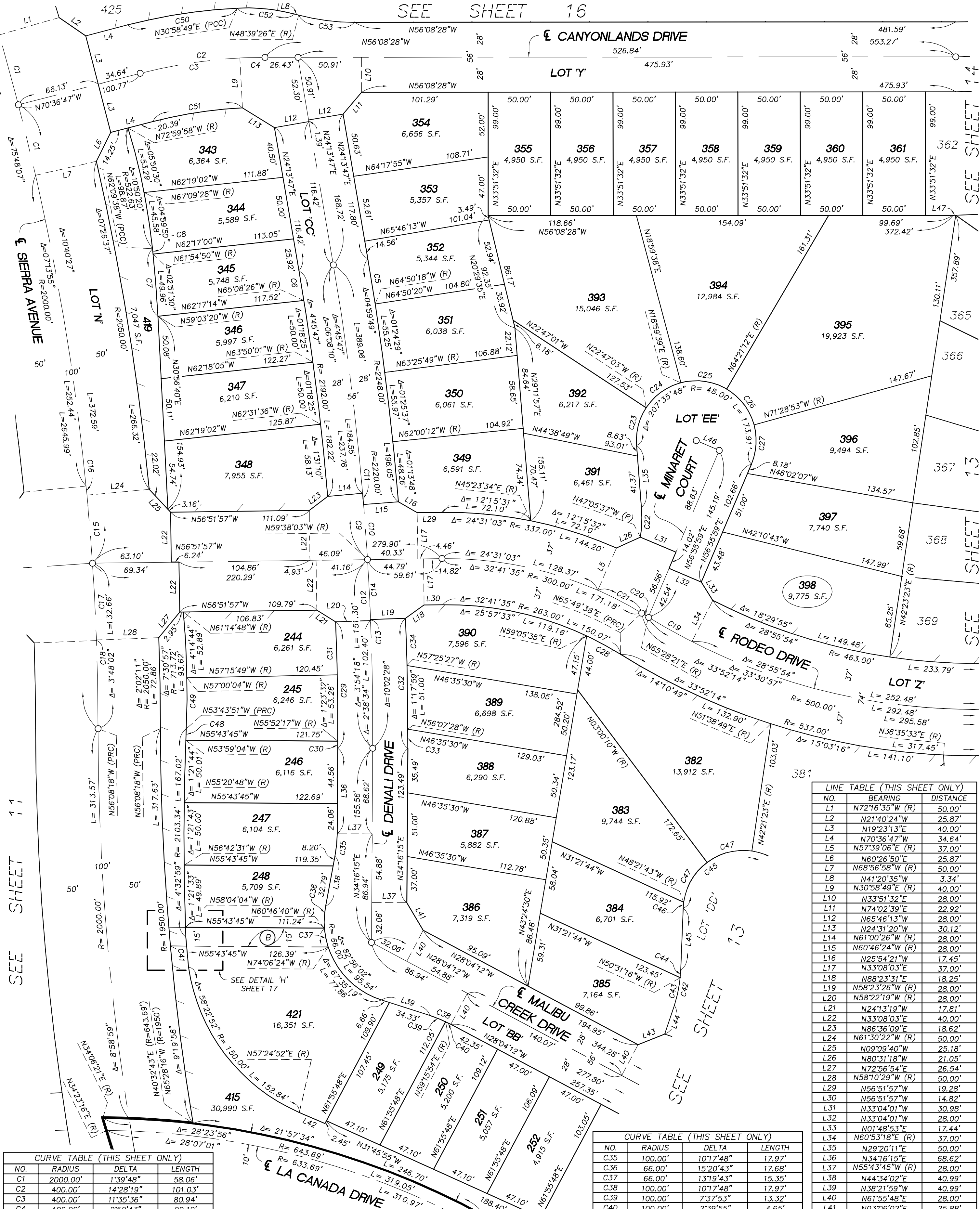


TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

SEE SHEET 16



CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	2000.00'	1°39'48"	58.06'
C2	400.00'	14°28'19"	101.03'
C3	400.00'	11°35'36"	80.94'
C4	400.00'	2°52'43"	20.10'
C5	2248.00'	0°55'55"	36.57'
C6	2192.00'	0°37'47"	24.09'
C7	1001.47'	3°06'18"	54.27'
C8	1001.47'	0°14'48"	4.31'
C9	2220.00'	1°22'23"	53.20'
C10	2220.00'	1°08'22"	44.15'
C11	2220.00'	1°04'02"	9.06'
C12	2220.00'	0°15'44"	48.90'
C13	2220.06'	0°01'07"	0.73'
C14	2220.00'	1°14'36"	48.18'
C15	2000.00'	1°34'02"	54.71'
C16	2000.00'	0°12'42"	7.38'
C17	2000.00'	1°45'51"	61.58'
C18	2000.02'	0°00'54"	0.52'
C19	500.00'	4°35'04"	40.01'
C20	500.00'	0°21'16"	3.09'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C21	300.00'	8°10'32"	42.81'
C22	100.00'	13°34'12"	23.68'
C23	48.00'	37°52'46"	31.73'
C24	48.00'	41°46'41"	35.00'
C25	48.00'	45°21'33"	38.00'
C26	48.00'	44°09'56"	37.00'
C27	48.00'	38°24'52"	32.18'
C28	263.00'	6°44'02"	30.91'
C29	2192.00'	2°23'07"	91.25'
C30	2192.00'	0°08'32"	5.44'
C31	2192.00'	1°06'30"	42.40'
C32	2248.00'	2°39'41"	104.42'
C33	2248.00'	0°23'43"	15.50'
C34	2248.00'	0°57'59"	37.92'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C35	100.00'	10°17'48"	17.97'
C36	66.00'	15°20'43"	17.68'
C37	66.00'	13°19'43"	15.35'
C38	100.00'	10°17'48"	17.97'
C39	100.00'	7°37'53"	13.32'
C40	100.00'	2°39'55"	4.65'
C41	1705.65'	0°48'47"	24.21'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C42	100.00'	16°18'41"	28.47'
C43	100.00'	12°57'35"	22.62'
C44	100.00'	3°21'06"	5.85'
C45	48.00'	21°37'22"	178.13'
C46	48.00'	5°30'38"	4.62'
C47	48.00'	45°21'33"	38.00'
C48	2103.34'	0°15'13"	9.31'
C49	713.72'	3°16'13"	40.73'
C50	440.00'	11°35'36"	89.03'
C51	360.00'	11°35'36"	72.84'
C52	150.00'	17°40'36"	46.28'
C53	175.00'	14°47'54"	45.20'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N72°16'35"W (R)	50.00'
L2	N21°40'24"W	25.87'
L3	N19°23'13"E	40.00'
L4	N70°36'47"W	34.64'
L5	N57°39'06"E (R)	37.00'
L6	N60°26'50"E	25.87'
L7	N68°56'58"W (R)	50.00'
L8	N41°20'35"W	3.34'
L9	N30°58'49"E (R)	40.00'
L10	N33°51'32"E	28.00'
L11	N74°02'39"E	22.92'
L12	N65°46'13"W	28.00'
L13	N24°31'20"W	30.12'
L14	N61°00'26"W (R)	28.00'
L15	N60°46'24"W (R)	28.00'
L16	N25°54'21"W	17.45'
L17	N33°08'03"E	37.00'
L18	N88°23'31"E	18.25'
L19	N58°23'26"W (R)	28.00'
L20	N58°22'19"W (R)	28.00'
L21	N24°13'19"W	17.81'
L22	N33°08'03"E	40.00'
L23	N86°36'09"E	18.62'
L24	N61°30'22"W (R)	50.00'
L25	N09°09'40"W	25.18'
L26	N80°31'18"W	21.05'
L27	N72°56'54"E	26.54'
L28	N58°10'29"W (R)	50.00'
L29	N56°51'57"W	19.28'
L30	N56°51'57"W	14.82'
L31	N33°04'01"W	30.98'
L32	N33°04'01"W	28.00'
L33	N01°48'53"E	17.44'
L34	N60°53'18"E (R)	37.00'
L35	N29°20'11"E	50.00'
L36	N34°16'15"E	68.62'
L37	N55°43'45"W (R)	28.00'
L38	N44°34'02"E	40.99'
L39	N38°21'59"W	40.99'
L40	N61°55'48"E	28.00'
L41	N03°06'02"E	25.88'
L42	N32°36'14"W	22.38'
L43	N77°49'19"W	22.90'
L44	N52°26'19"E	24.49'
L45	N36°07'38"E	50.00'
L46	N33°04'01"W	20.00'
L47	N58°12'46"W	2.10'



TRACT NO. 31894

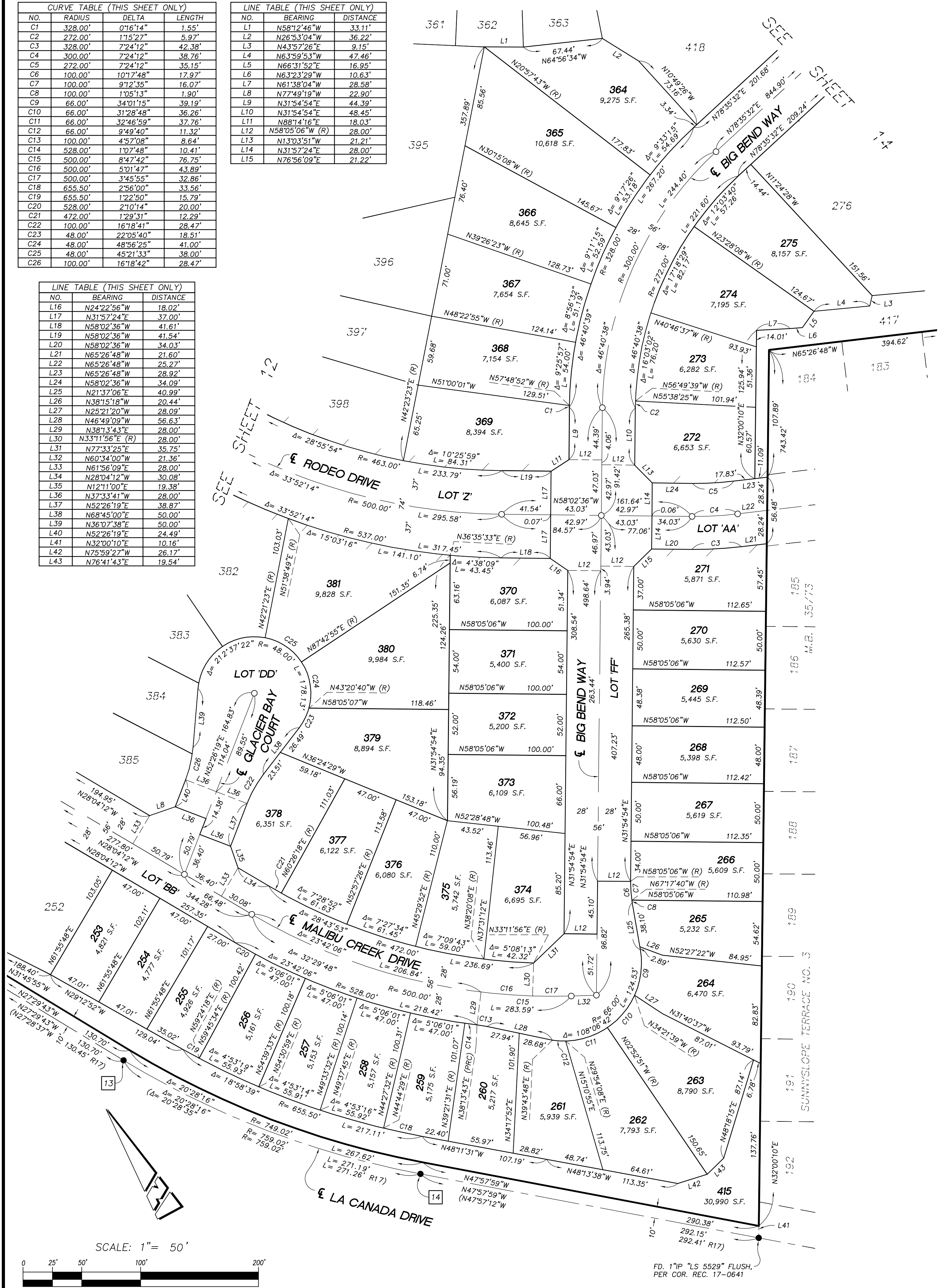
BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	328.00'	0°16'14"	1.55'
C2	272.00'	1°15'27"	5.97'
C3	328.00'	7°24'12"	42.38'
C4	300.00'	7°24'12"	38.76'
C5	272.00'	7°24'12"	35.15'
C6	100.00'	10°17'48"	17.97'
C7	100.00'	9°12'35"	16.07'
C8	100.00'	1°05'13"	1.90'
C9	66.00'	34°01'15"	39.19'
C10	66.00'	31°28'48"	36.26'
C11	66.00'	32°46'59"	37.76'
C12	66.00'	9°49'40"	11.32'
C13	100.00'	4°57'08"	8.64'
C14	528.00'	1°07'48"	10.41'
C15	500.00'	8°47'42"	76.75'
C16	500.00'	5°01'47"	43.89'
C17	500.00'	3°45'55"	32.86'
C18	655.50'	2°56'00"	33.56'
C19	655.50'	1°22'50"	15.79'
C20	528.00'	2°10'14"	20.00'
C21	472.00'	1°29'31"	12.29'
C22	100.00'	16°18'41"	28.47'
C23	48.00'	22°05'40"	18.51'
C24	48.00'	48°56'25"	41.00'
C25	48.00'	45°21'33"	38.00'
C26	100.00'	16°18'42"	28.47'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N58°12'46"W	33.11'
L2	N26°53'04"W	36.22'
L3	N43°57'26"E	9.15'
L4	N63°59'53"W	47.46'
L5	N66°31'52"E	16.95'
L6	N63°23'29"W	10.63'
L7	N61°38'04"W	28.58'
L8	N77°49'19"W	22.90'
L9	N31°54'54"E	44.39'
L10	N31°54'54"E	48.45'
L11	N88°14'16"E	18.03'
L12	N58°05'06"W (R)	28.00'
L13	N13°03'51"W	21.21'
L14	N31°57'24"E	28.00'
L15	N76°56'09"E	21.22'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L16	N24°22'56"W	18.02'
L17	N31°57'24"E	37.00'
L18	N58°02'36"W	41.61'
L19	N58°02'36"W	41.54'
L20	N58°02'36"W	34.03'
L21	N65°26'48"W	21.60'
L22	N65°26'48"W	25.27'
L23	N65°26'48"W	28.92'
L24	N58°02'36"W	34.09'
L25	N21°37'06"E	40.99'
L26	N38°15'18"W	20.44'
L27	N25°21'20"W	28.09'
L28	N46°49'09"W	56.63'
L29	N38°13'43"E	28.00'
L30	N33°11'56"E (R)	28.00'
L31	N77°33'25"E	35.75'
L32	N60°34'00"W	21.36'
L33	N61°56'09"E	28.00'
L34	N28°04'12"W	30.08'
L35	N12°11'00"E	19.38'
L36	N37°33'41"W	28.00'
L37	N52°26'19"E	38.87'
L38	N68°45'00"E	50.00'
L39	N36°07'38"E	50.00'
L40	N52°26'19"E	24.49'
L41	N32°00'10"E	10.16'
L42	N75°59'27"W	26.17'
L43	N76°41'43"E	19.54'



FD. 1"IP "LS 5529" FLUSH,
PER COR. REC. 17-0641

TRACT NO. 31894

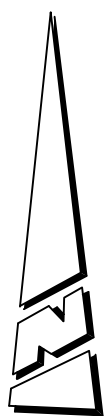
BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

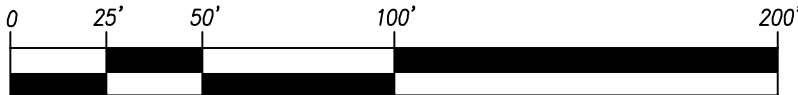
INST. NO. 493751 O.R.
REC. 11/13/1998

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N56°08'28"W	475.93'
L2	N56°08'28"W	553.27'
L3	N56°08'28"W	481.59'
L4	N78°58'33"W	52.43'
L5	N11°01'27"E	28.00'
L6	N89°16'21"W	40.99'
L7	N36°00'49"W	15.07'
L8	N48°29'58"W	25.16'
L9	N73°34'24"E	28.00'
L10	N47°42'04"W	25.96'
L11	N06°07'48"W	40.99'
L12	N16°25'36"W	42.96'
L13	N58°55'02"W	20.26'
L14	N11°24'28"W	28.00'
L15	N31°04'58"E	22.12'
L16	N16°25'36"W	58.78'
L17	N16°25'36"W	66.33'
L18	N72°06'08"E (R)	57.53'
L19	N65°01'32"E (PRC)	28.00'
L20	N26°30'06"W	32.87'
L21	N16°12'18"W	42.44'
L22	N63°29'54"E	28.00'
L23	N63°57'17"W	30.41'
L24	N68°17'45"E	40.99'
L25	N80°20'06"W	4.55'
L26	N88°59'20"W	12.07'
L27	N78°45'13"E	23.42'
L28	N64°04'15"W	39.22'
L29	N58°25'50"E	10.70'
L30	N26°53'04"W	36.22'
L31	N58°12'46"W	35.21'
L32	N56°08'28"W	22.44'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	328.00'	22°50'05"	130.72'
C2	328.00'	4°25'51"	25.37'
C3	300.00'	22°50'05"	119.56'
C4	272.00'	22°50'04"	108.40'
C5	272.00'	7°28'50"	35.51'
C6	272.00'	5°11'51"	24.67'
C7	100.00'	10°17'48"	17.97'
C8	66.00'	39°07'35"	45.07'
C9	66.00'	9°20'56"	10.77'
C10	628.00'	8°32'52"	93.69'
C11	628.00'	1°28'16"	16.13'
C12	628.00'	2°47'15"	30.55'
C13	600.00'	10°04'30"	105.51'
C14	600.00'	8°32'52"	89.52'
C15	600.00'	1°31'38"	15.99'
C16	572.00'	10°04'30"	100.58'
C17	572.00'	2°32'00"	25.29'
C18	100.00'	8°46'10"	15.31'
C19	66.00'	95°29'57"	110.00'
C20	66.00'	12°36'27"	14.52'
C21	66.00'	82°53'30"	95.48'



SCALE: 1" = 50'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

NOVEMBER, 2018

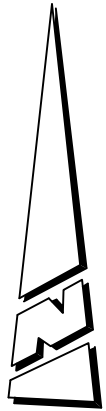
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

INST. NO. 493751 O.R.
REC. 11/13/1998

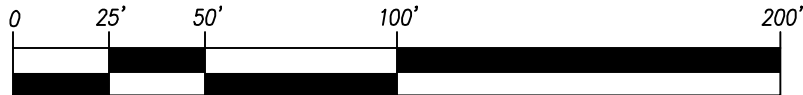


LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N62°16'51"E	50.00'
L2	N85°05'47"W	50.00'
L3	N02°42'08"E (R)	83.60'
L4	N58°47'40"E	14.00'
L5	N35°20'50"W (R)	47.92'
L6	N35°20'50"W	52.76'
L7	N63°51'18"E	39.38'
L8	N63°51'18"E	15.20'
L9	N63°51'18"E	24.19'
L10	N41°59'33"E	22.63'
L11	N40°01'43"E	40.84'
L12	N40°14'51"E	23.03'
L13	N15°48'38"E	21.18'
L14	N41°28'12"E	53.71'
L15	N43°13'25"E	31.74'
L16	N11°24'28"W	28.00'
L17	N56°24'28"W	21.21'
L18	N78°35'32"E	28.00'
L19	N33°35'32"E	21.21'
L20	N11°24'28"W	7.72'
L21	N04°54'13"E	50.00'
L22	N27°43'09"W	50.00'
L23	N78°35'32"E	34.80'
L24	N11°24'28"W	73.04'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	100.00'	16°18'41"	28.47'
C2	48.00'	6°01'30"	5.05'
C3	48.00'	41°46'41"	35.00'
C4	48.00'	62°42'29"	52.53'
C5	48.00'	46°59'26"	39.37'
C6	48.00'	13°20'36"	11.18'
C7	39.00'	16°03'42"	10.93'
C8	39.00'	17°50'45"	12.15'
C9	100.31'	35°31'22"	62.19'
C10	48.00'	3°30'08"	2.93'
C11	48.00'	50°22'34"	42.20'
C12	48.00'	41°46'41"	35.00'
C13	48.00'	76°42'56"	64.27'
C14	48.00'	40°15'03"	33.72'
C15	48.00'	18°12'36"	15.25'
C16	15.20'	79°44'58"	21.16'
C17	48.00'	3°56'53"	3.31'
C18	48.00'	47°37'53"	39.90'
C19	48.00'	44°41'30"	37.44'
C20	48.00'	49°16'33"	41.28'
C21	48.00'	45°42'55"	38.30'
C22	48.00'	21°21'38"	17.89'



SCALE: 1"= 50'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC.

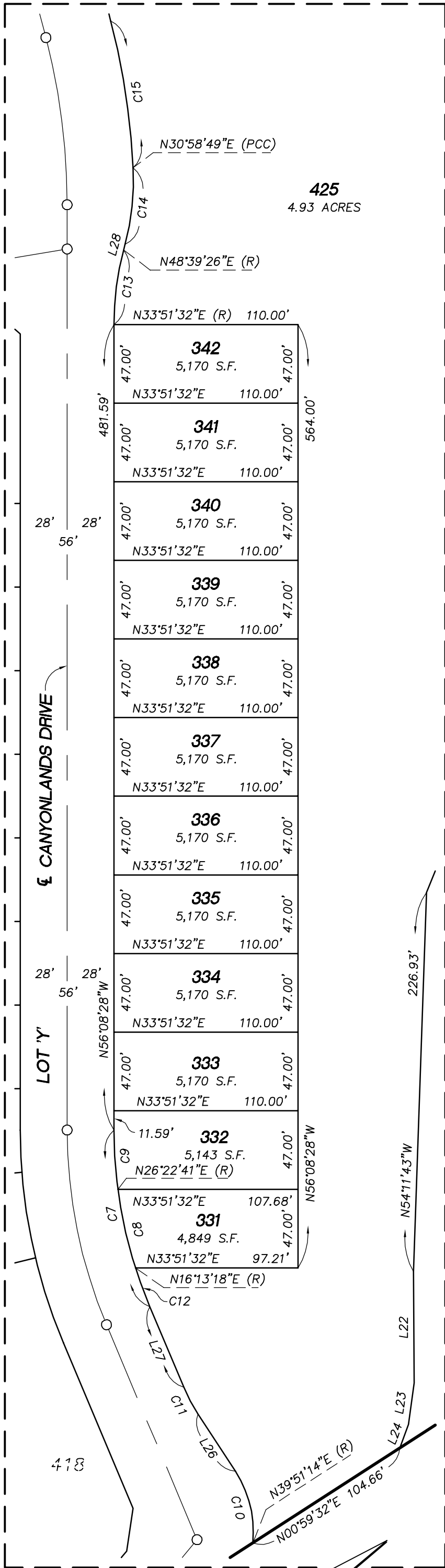
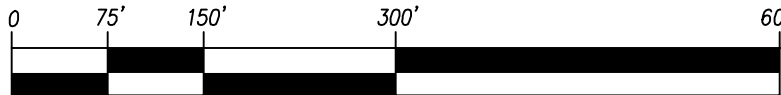
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

NOVEMBER, 2018

INST. NO. 493751 O.R.
REC. 11/13/1998

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N45°26'59"E	127.71'
L2	N33°18'50"W	129.89'
L3	N00°35'45"E	75.38'
L4	N57°44'20"E	136.60'
L5	N13°34'39"W	128.40'
L6	N41°34'22"E	19.58'
L7	N07°04'44"W	39.90'
L8	N05°41'33"W	152.79'
L9	N15°06'34"W	34.43'
L10	N00°02'19"E	128.99'
L11	N04°54'35"E	118.66'
L12	N41°19'10"W	41.43'
L13	N25°55'46"W	41.53'
L14	N15°42'14"W	39.29'
L15	N20°34'36"W	51.54'
L16	N32°54'21"W	84.99'
L17	N50°07'43"W	17.40'
L18	N70°19'50"W	33.56'
L19	N57°13'01"W	34.48'
L20	N44°52'29"W	33.70'
L21	N33°23'57"W	18.41'
L22	N56°26'02"W	66.44'
L23	N48°29'58"W	25.16'
L24	N36°00'49"W	15.07'
L25	N07°50'58"E	24.50'
L26	N89°16'21"W	40.99'
L27	N78°58'33"W	52.43'
L28	N41°20'35"W	3.34'
L29	N70°36'47"W	34.64'
L30	N21°40'24"W	25.87'
L31	N38°47'50"W	41.88'
L32	N52°54'34"E	115.45'
L33	N54°48'37"E	134.45'
L34	N53°06'06"E	56.56'
L35	N07°57'54"E	70.69'
L36	N34°39'35"W	53.25'

SCALE: 1" = 150'



DETAIL 'J'
SCALE: 1"=60'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	3041.00'	2°45'04"	146.01'
C2	1950.00'	3°49'12"	130.00'
C3	1950.00'	2°23'31"	81.40'
C4	1950.00'	1°25'41"	48.60'
C5	125.00'	55°09'01"	120.32'
C6	1150.00'	3°41'00"	73.93'
C7	272.00'	22°50'04"	108.40'
C8	272.00'	10°09'23"	48.22'
C9	272.00'	7°28'50"	35.51'
C10	66.00'	39°07'35"	45.07'
C11	100.00'	10°17'48"	17.97'
C12	272.00'	5°11'51"	24.67'
C13	175.00'	14°47'54"	45.20'
C14	150.00'	17°40'36"	46.28'
C15	440.00'	11°35'36"	89.03'
C16	66.00'	88°44'59"	102.23'
C17	2050.00'	4°57'35"	177.45'

INST. NO. 493751 O.R.
REC. 11/13/1998

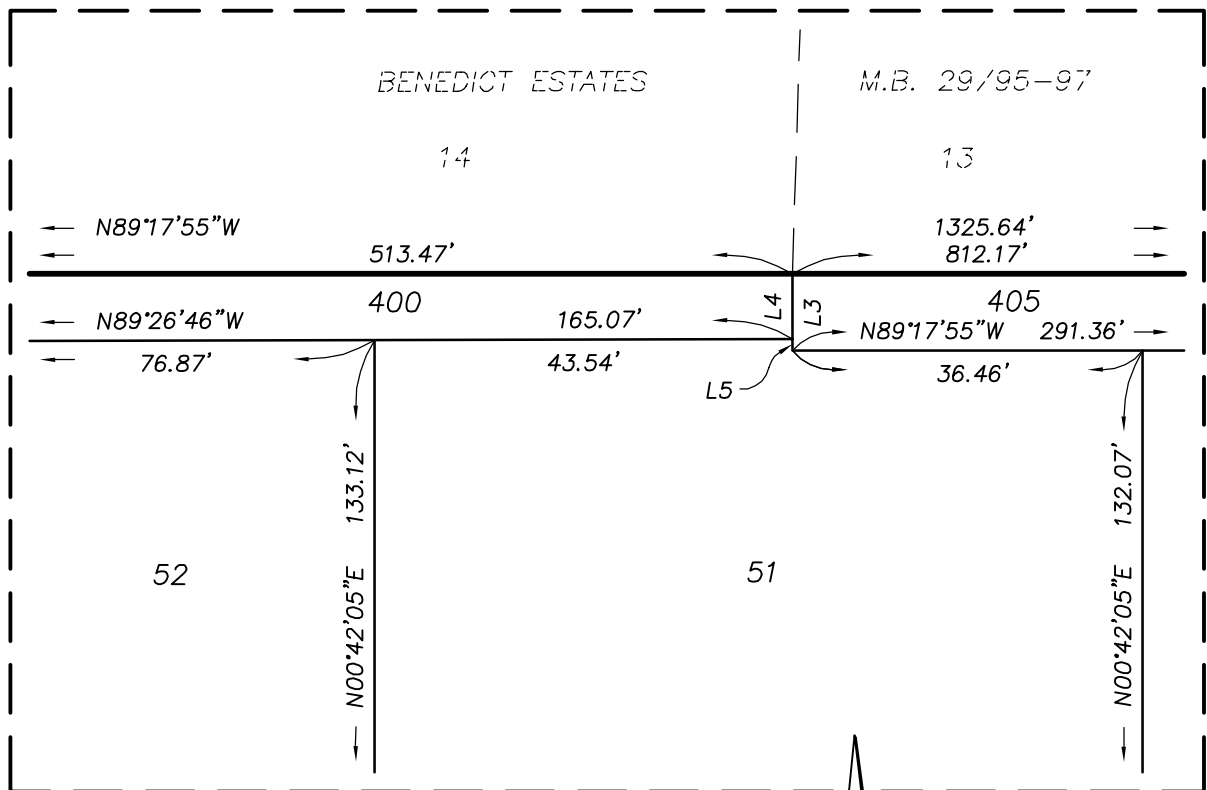
SEE DETAIL 'J' HEREON

SEE SHEET 14

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

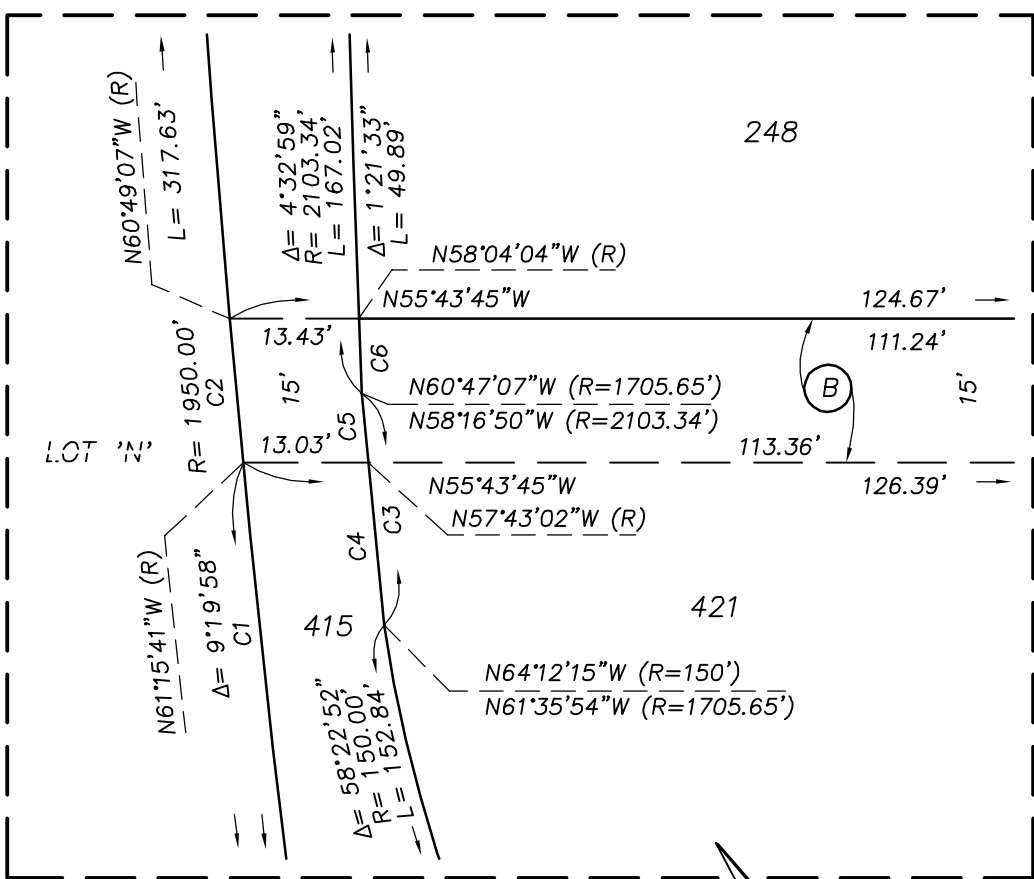


DETAIL 'D'

NO SCALE - SEE SHEET 6

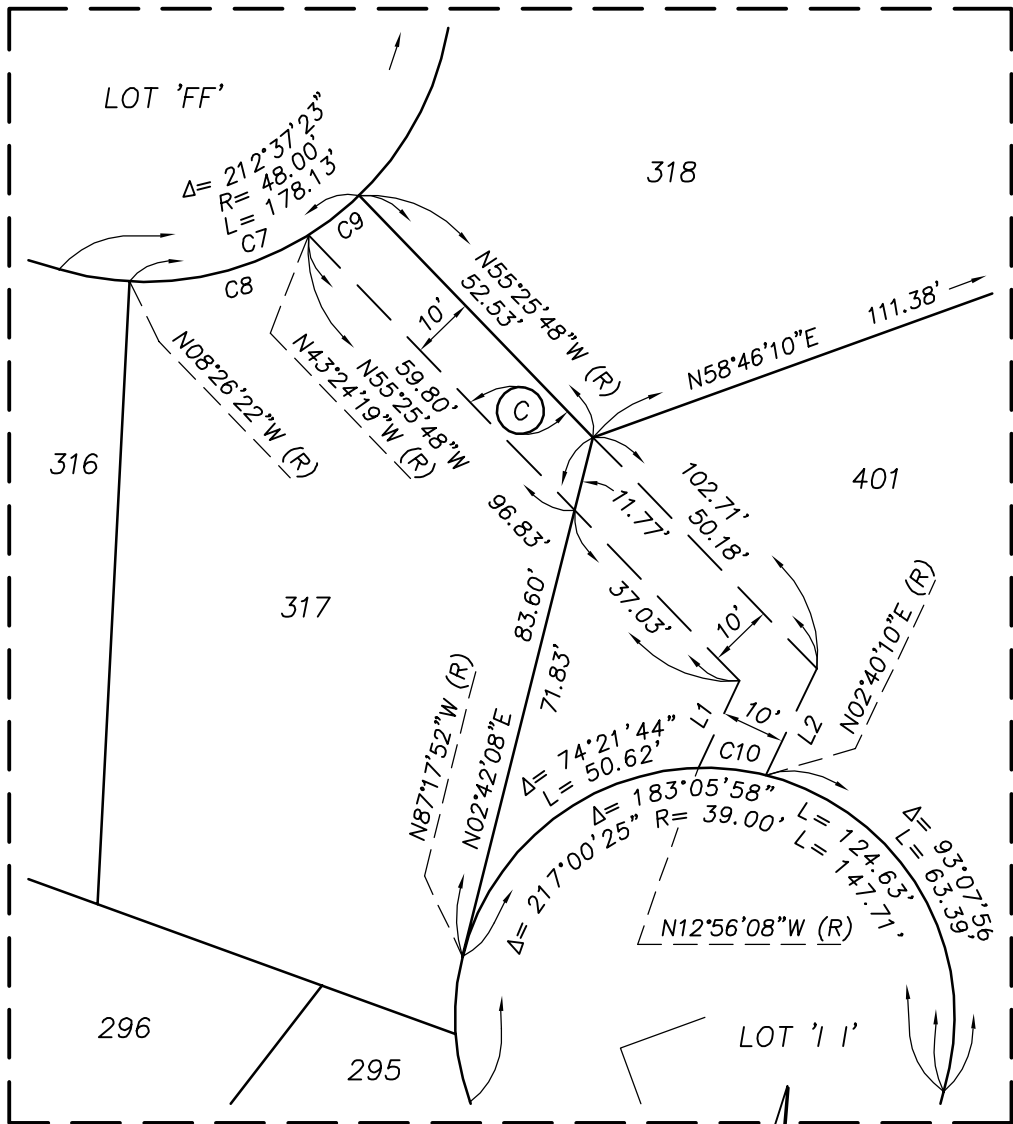
LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N14°04'12"E	15.02'
L2	N14°04'12"E	18.47'
L3	N00°42'05"E	8.00'
L4	N00°42'05"E	6.77'
L5	N00°42'05"E	1.23'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	1950.00'	47°2'35"	143.28'
C2	1950.00'	0°26'33"	15.06'
C3	1705.65'	0°48'47"	24.21'
C4	1705.65'	0°34'13"	16.98'
C5	1705.65'	0°14'34"	7.23'
C6	2103.34'	0°12'46"	7.81'
C7	48.00'	46°59'26"	39.37'
C8	48.00'	34°57'57"	29.30'
C9	48.00'	12°01'29"	10.07'
C10	39.00'	15°36'18"	10.62'



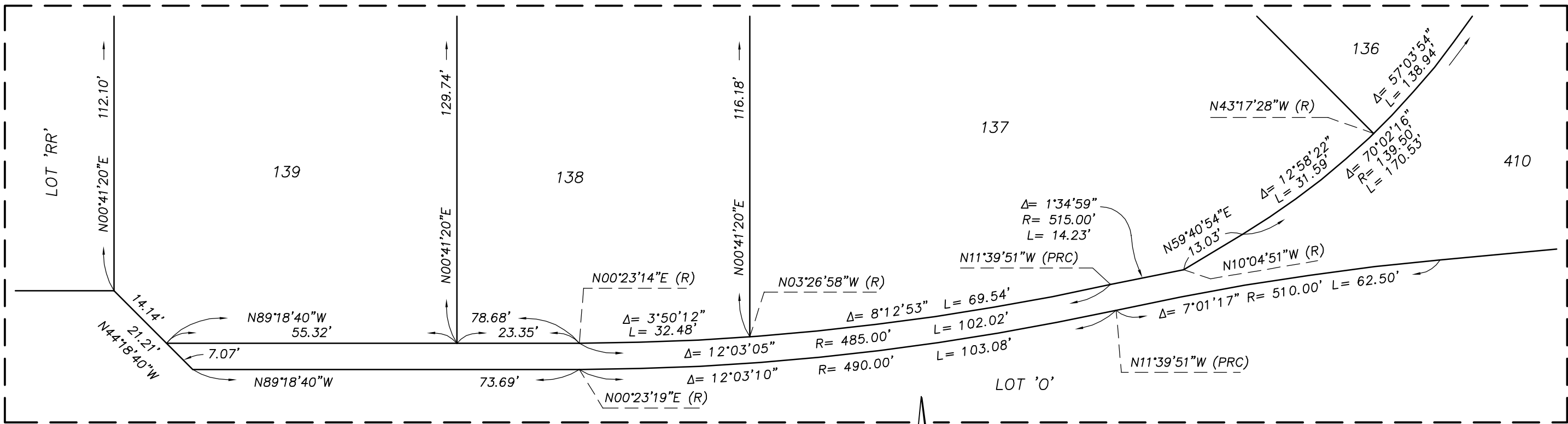
DETAIL 'H'

NO SCALE - SEE SHEET 12



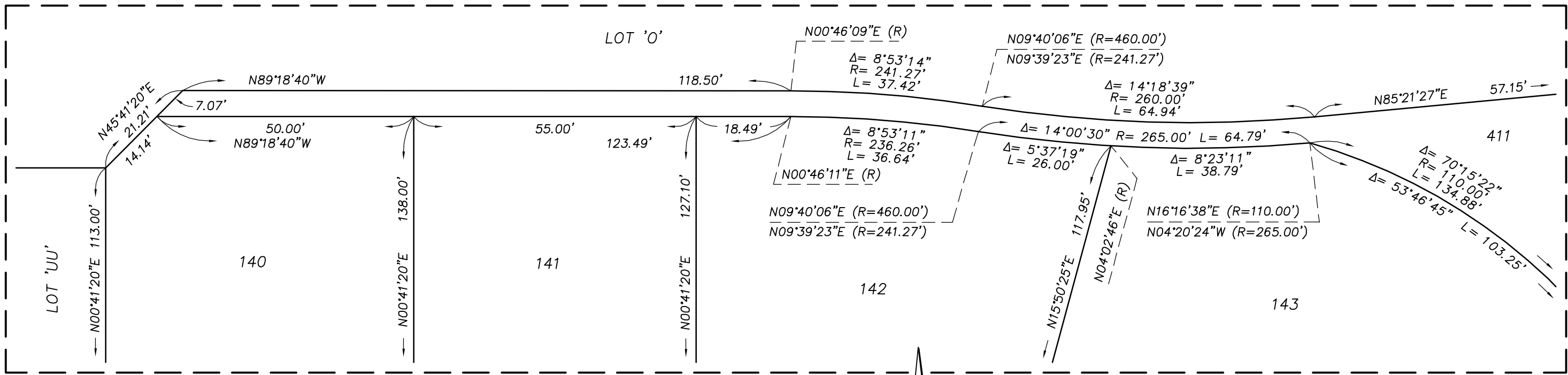
DETAIL 'I'

NO SCALE - SEE SHEET 15



DETAIL 'E'

NO SCALE - SEE SHEET 9



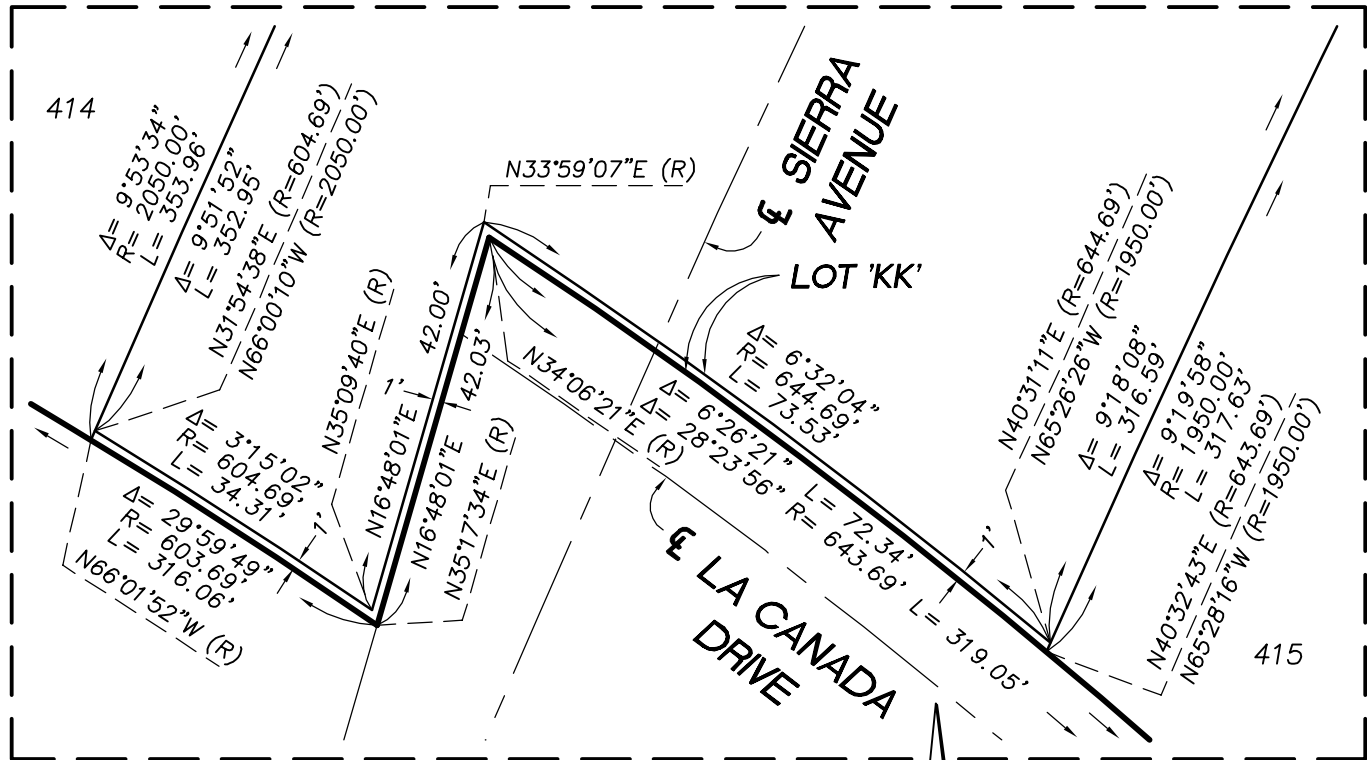
DETAIL 'F'

NO SCALE - SEE SHEET 10

TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

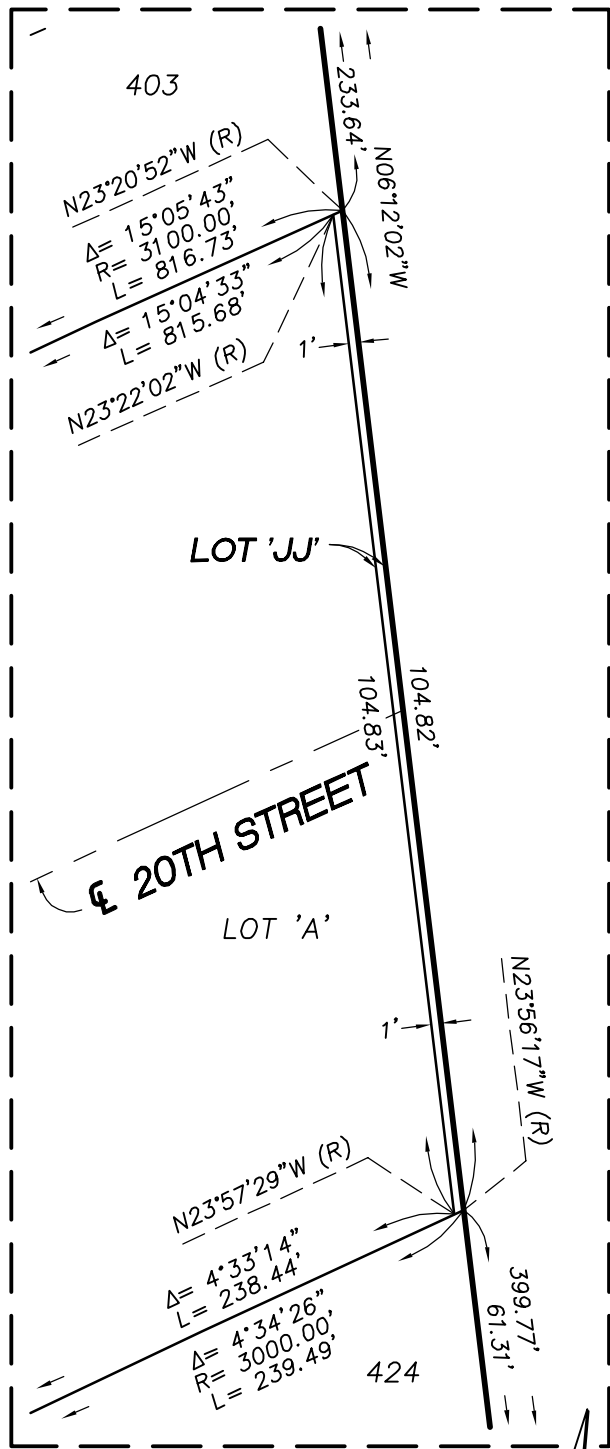
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.



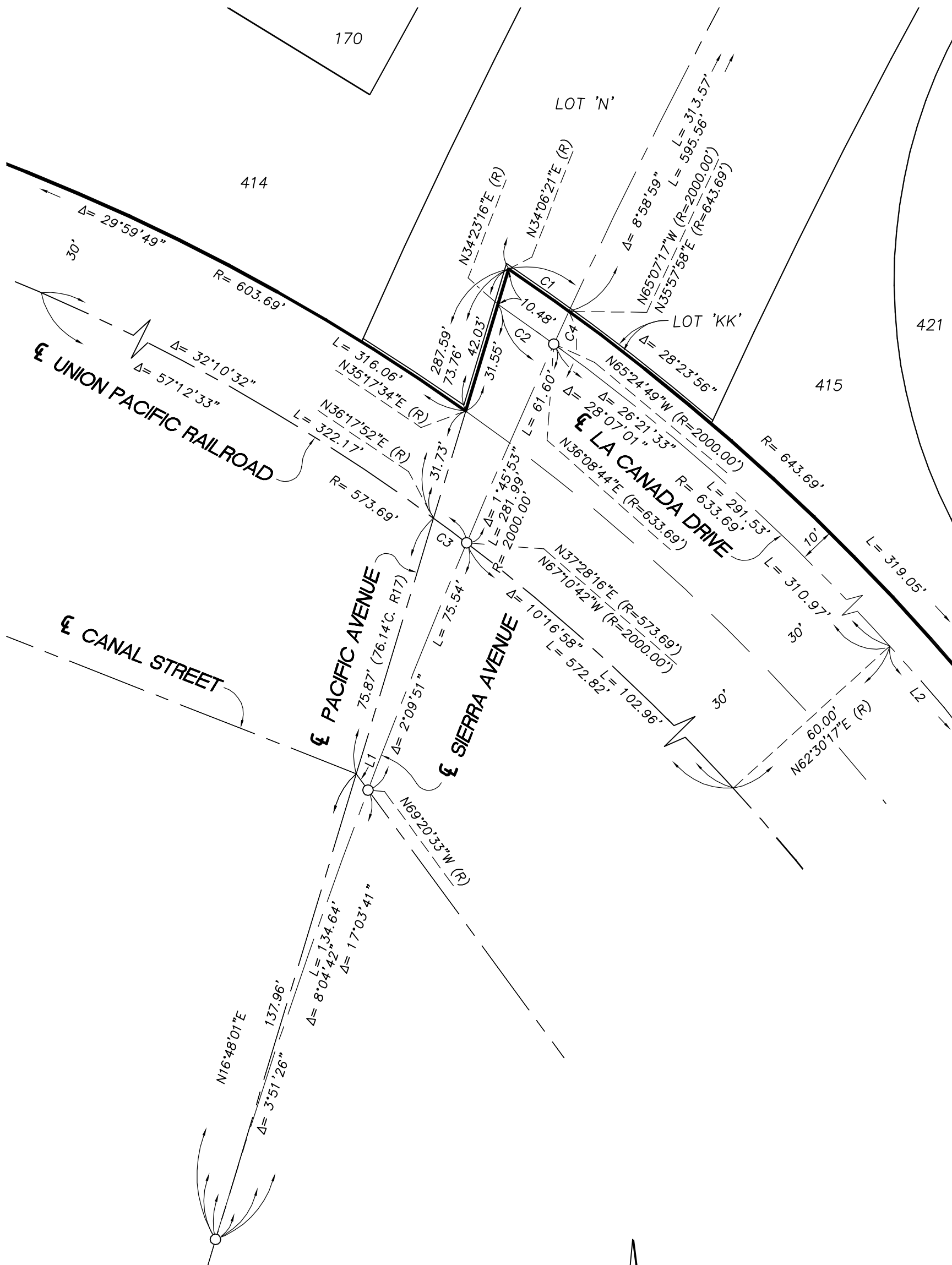
DETAIL 'G'
NO SCALE - SEE SHEET 11

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N36°11'00\"W	5.67'
L2	N27°29'43\"W	130.70'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	643.69'	1°51'36\"	20.90'
C2	633.69'	1°45'28\"	19.44'
C3	573.69'	1°10'24\"	11.75'
C4	2000.00'	0°17'32\"	10.20'



DETAIL 'C'
NO SCALE - SEE SHEET 5



DETAIL 'K'
NO SCALE - SEE SHEET 11

TRACT NO. 31894

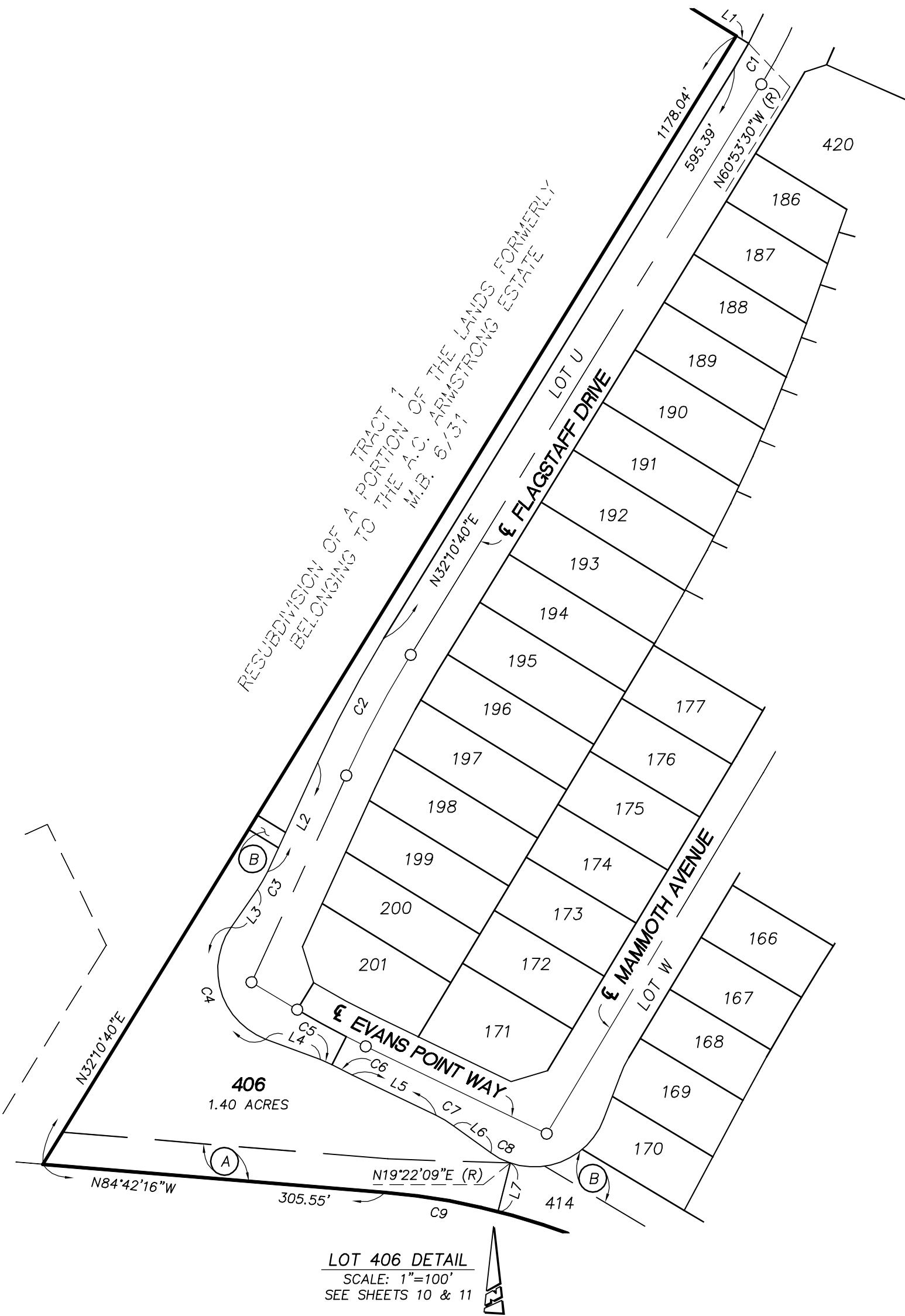
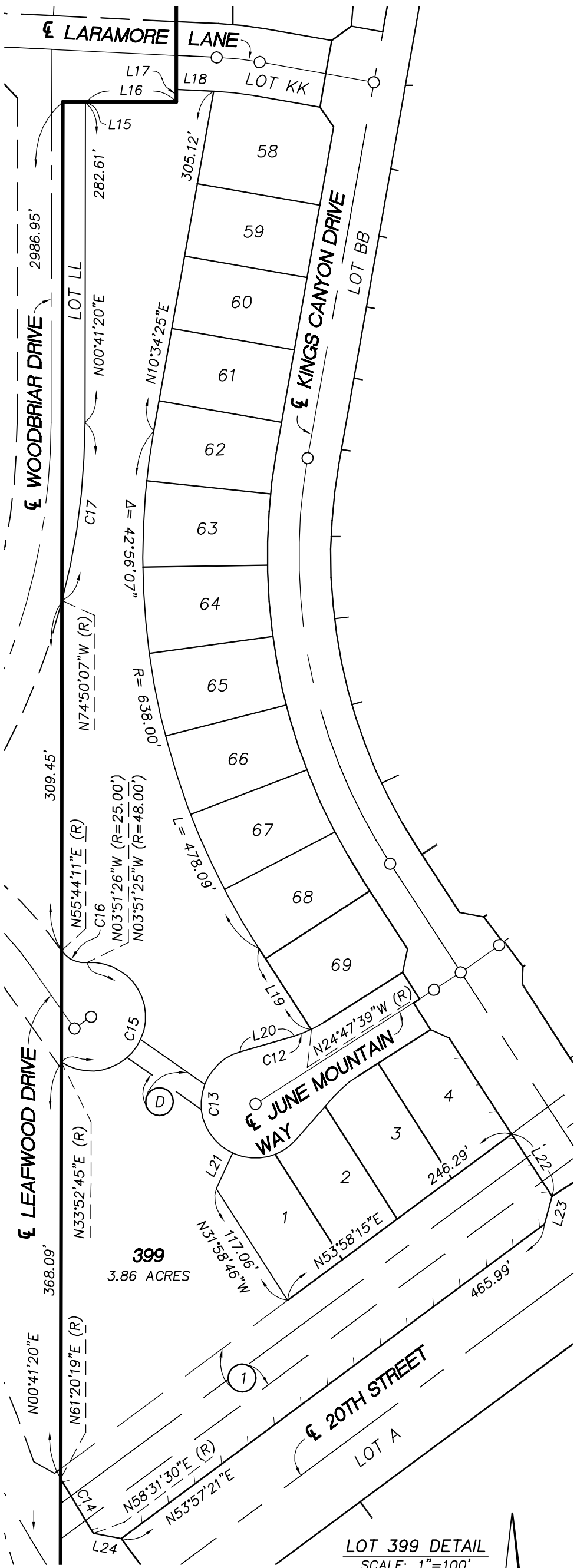
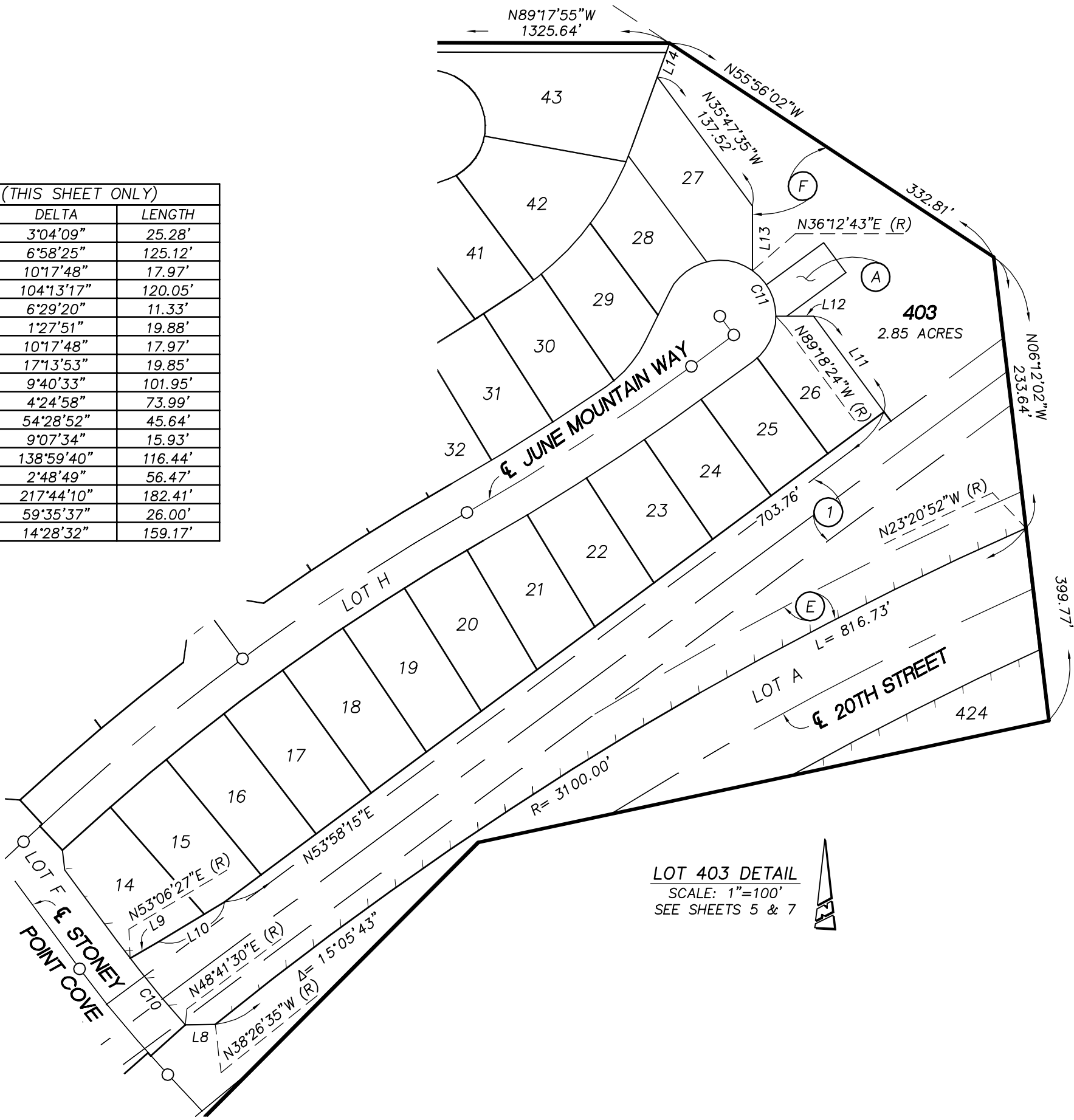
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PROACTIVE ENGINEERING CONSULTANTS, INC.

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NOVEMBER, 2018

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N57°49'20"W	12.81'
L2	N25°12'15"E	107.04'
L3	N35°30'02"E	40.99'
L4	N68°43'15"W	51.83'
L5	N63°41'46"W	83.07'
L6	N53°23'58"W	40.99'
L7	N14°58'18"E (R)	44.54'
L8	N89°44'52"W	25.59'
L9	N60°18'07"E	28.64'
L10	N59°39'10"E	65.69'
L11	N35°47'35"W	101.79'
L12	N89°18'20"W	32.35'
L13	N00°34'21"E	55.19'
L14	N20°27'22"E	30.95'
L15	N43°04'53"E	1.21'
L16	N89°19'04"W	79.21'
L17	N00°45'44"E	11.07'
L18	N86°42'56"W	32.99'
L19	N32°21'43"W	85.07'
L20	N74°19'55"E	50.00'
L21	N25°20'15"E (R)	34.54'
L22	N32°21'43"W	65.73'
L23	N15°44'20"E	25.40'
L24	N78°45'34"W	24.98'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	472.00'	3°04'09"	25.28'
C2	1028.00'	6°58'25"	125.12'
C3	100.00'	10°17'48"	17.97'
C4	66.00'	104°13'17"	120.05'
C5	100.00'	6°29'20"	11.33'
C6	778.00'	1°27'51"	19.88'
C7	100.00'	10°17'48"	17.97'
C8	66.00'	17°13'53"	19.85'
C9	603.69'	9°40'33"	101.95'
C10	960.00'	4°24'58"	73.99'
C11	48.00'	54°28'52"	45.64'
C12	100.00'	9°07'34"	15.93'
C13	48.00'	138°59'40"	116.44'
C14	1150.00'	2°48'49"	56.47'
C15	48.00'	217°44'10"	182.41'
C16	25.00'	59°35'37"	26.00'
C17	630.00'	14°28'32"	159.17'



TRACT NO. 31894

BEING A SUBDIVISION OF THOSE PORTIONS OF TRACT 1 AND TRACT 7 OF THE RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO THE A.C. ARMSTRONG ESTATE, AS PER MAP FILED IN BOOK 6, PAGE, 31 OF MAPS, TOGETHER WITH A PORTION OF BLOCK 1 OF LOMA ALTA TRACT, AS PER MAP FILED IN BOOK 6 PAGE 8, OF MAPS, RIVERSIDE COUNTY, CALIFORNIA
PROACTIVE ENGINEERING CONSULTANTS, INC. NOVEMBER, 2018

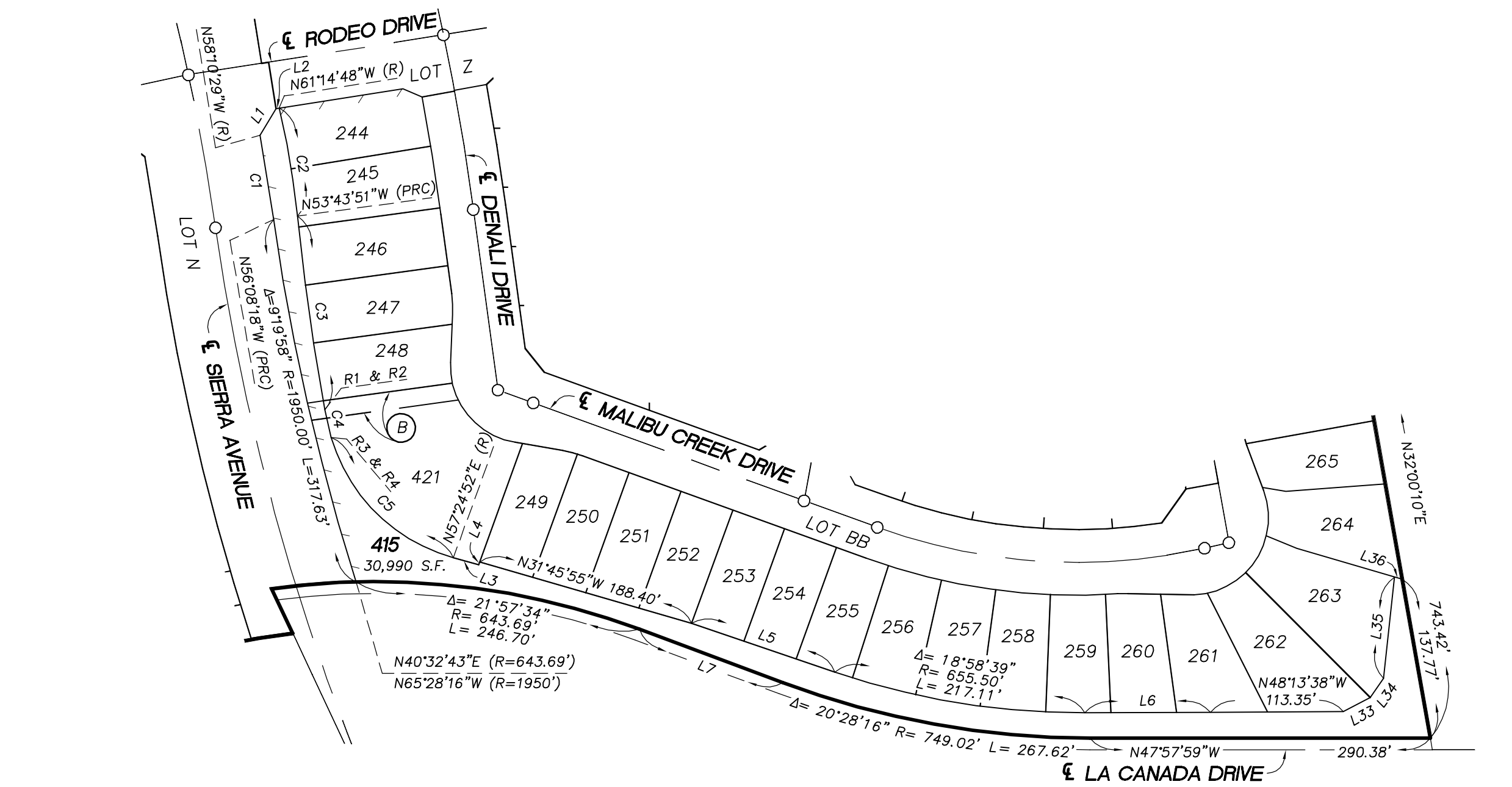
SEE SHEET 2 FOR BASIS OF BEARINGS, SEE SHEET 3 BOUNDARY ESTABLISHMENT AND MONUMENT NOTES. SEE 4 FOR INDEX AND EASEMENT NOTES.

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N72°56'54"E	26.54'
L2	N56°51'57"W	2.95'
L3	N32°36'14"W	22.38'
L4	N61°55'48"E	2.45'
L5	N29°12'52"W	129.04'
L6	N48°11'31"W	107.19'
L7	N27°29'43"W	130.70'
L8	N65°26'48"W	11.09'
L9	N32°00'10"E	125.94'
L10	N62°06'38"W	39.21'
L11	N66°31'52"E	16.95'
L12	N63°59'53"W	47.46'
L13	N43°57'26"E	9.15'
L14	N63°52'35"W	56.69'
L15	N58°25'50"E	10.70'
L16	N64°04'15"W	39.22'
L17	N78°45'13"E	23.42'
L18	N64°38'54"W	88.12'

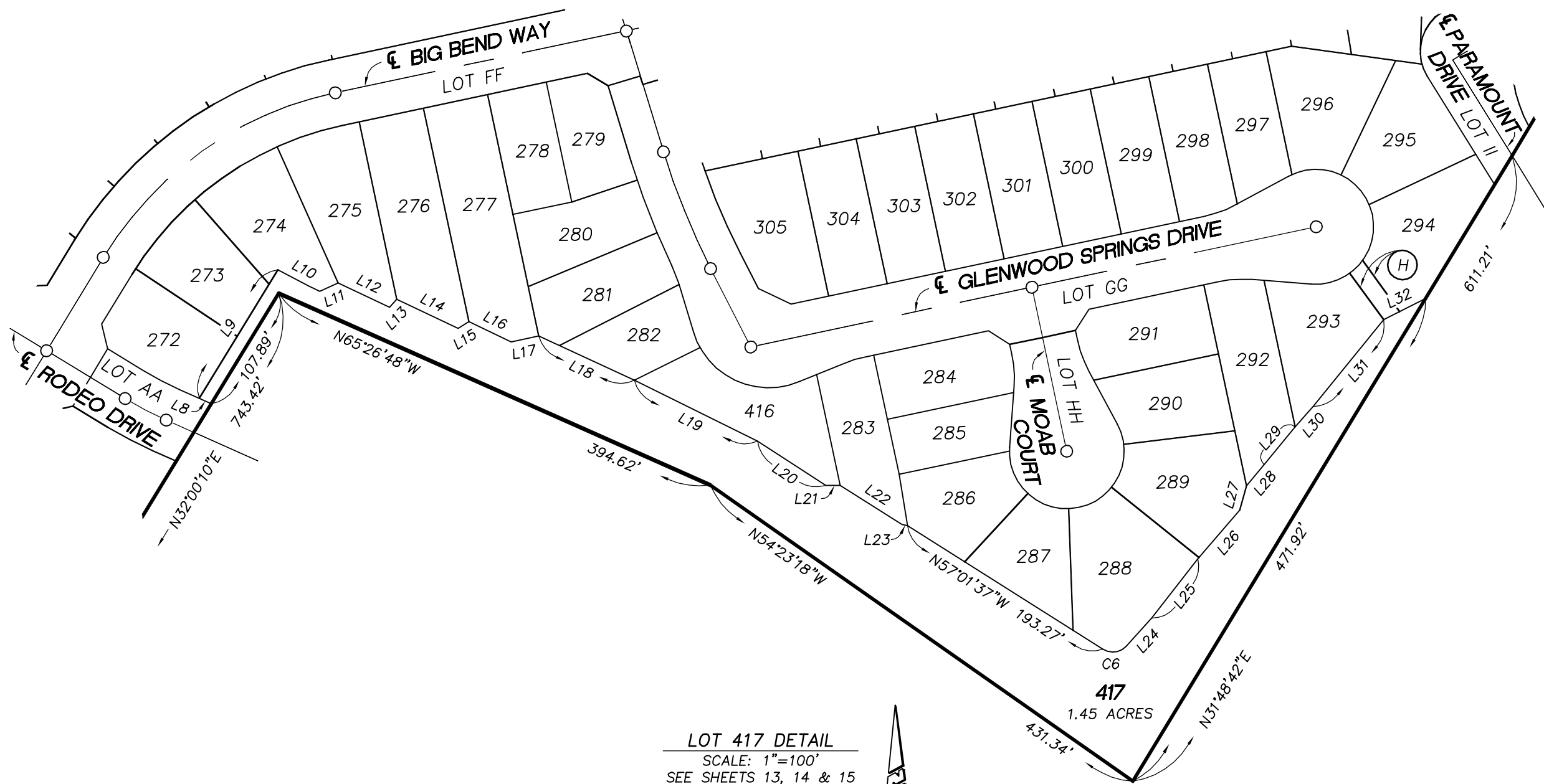
LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L19	N63°07'41"W	114.82'
L20	N56°20'29"W	67.99'
L21	N88°59'20"W	12.07'
L22	N57°01'37"W	61.14'
L23	N80°20'06"W	4.55'
L24	N43°13'25"E	31.74'
L25	N38°20'56"E	62.99'
L26	N41°28'12"E	53.71'
L27	N15°48'38"E	21.18'
L28	N40°14'51"E	23.03'
L29	N40°01'43"E	40.84'
L30	N41°59'33"E	22.63'
L31	N39°39'42"E	93.46'
L32	N63°51'18"E	39.38'
L33	N75°59'27"W	26.17'
L34	N76°41'43"E	19.54'
L35	N48°18'14"E	87.14'
L36	N31°40'37"W	6.78'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	2050.00'	2°02'11"	72.86'
C2	713.72'	7°30'57"	93.62'
C3	2103.34'	4°32'59"	167.02'
C4	1705.65'	0°48'47"	24.21'
C5	150.00'	58°22'52"	152.84'
C6	15.20'	79°44'58"	21.16'

RADIAL TABLE (THIS SHEET ONLY)		
NO.	RADIUS	RADIAL
R1	2103.34'	N58°16'50"W
R2	1705.65'	N60°47'07"W
R3	1705.65'	N61°35'54"W
R4	150.00'	N64°12'15"W



LOT 415 DETAIL
SCALE: 1"=100'
SEE SHEETS 12 & 13



LOT 417 DETAIL
SCALE: 1"=100'
SEE SHEETS 13, 14 & 15

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$1,006,000	Location	Tract 31894 Offsite Improvements (IP17-008)
Water System	\$ 12,000	Bond No.	800039862
Sewer System	\$	Premium	\$3,054.00/Annum

Surety	Atlantic Specialty Insurance Company	Principal	Lennar Homes of California, Inc.,
Address	605 Highway 169 North, Suite 800	Address	980 Montecito Drive, Suite 302
City/State	Plymouth, MN	City/State	Corona, CA
Zip code	55441	Zip	92879
Phone	781-332-7000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TRACT 31894 Offsite improvements (TR31894 and IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of one million and eighteen thousand dollars (\$1,018,000) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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

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 September 16, 2019.

NAME OF PRINCIPAL: Lennar Homes of California, Inc.
a California corporation

AUTHORIZED SIGNATURE(S):

By:

Geoffrey Smith
Name: Geoffrey Smith
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

Atlantic Specialty Insurance Company

AUTHORIZED SIGNATURE:

Brenda Wong
Its Attorney-in-Fact

Brenda Wong, VP, Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside)

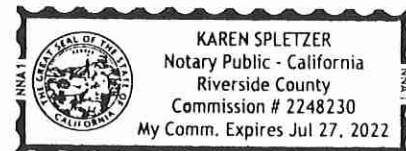
On September 18, 2019 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 California

County of Los Angeles

On SEP 16 2019 before me, R. Rangel, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

R. Rangel, Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kari Davis, Tenzer V. Cunningham, Brenda Wong, Martha Gonzales, Joaquin Perez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

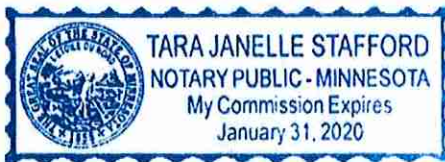
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-sixth day of October, 2017.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-sixth day of October, 2017, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of SEP 16, 2019.

This Power of Attorney expires
October 1, 2019




Christopher V. Jerry, Secretary

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$503,000	Tract Map	Tract 31894 Offsite Improvements (IP17-008)
Water System	\$ 6,000	Bond No.	800039862
Sewer System	\$	Premium	Included in Performance Bond
Surety	Atlantic Specialty Insurance Company	Principal	Lennar Homes of California, Inc.,
Address	605 Highway 169 North, Suite 800	Address	980 Montecito Drive, Suite 302
City/State	Plymouth, MN	City/State	Corona, CA
Zip code	55441	Zip	92879
Phone	781-332-7000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TRACT 31894 Offsite improvements (TR31894 and IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of five hundred nine thousand dollars (\$509,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 September 16, 2019.

NAME OF PRINCIPAL: Lennar Homes of California, Inc.
a California corporation

AUTHORIZED SIGNATURE(S):

By: 
Name: Geoffrey Smith
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Atlantic Specialty Insurance Company

AUTHORIZED SIGNATURE:  Brenda Wong, VP, Attorney-in-Fact
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 California

County of Los Angeles

On SEP 16 2019 before me, R. Rangel, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

R. Rangel, Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kari Davis, Tenzer V. Cunningham, Brenda Wong, Martha Gonzales, Joaquin Perez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-sixth day of October, 2017.

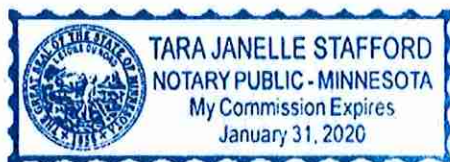
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-sixth day of October, 2017, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated SEP 16 2019 day of SEPTEMBER, 2019.

This Power of Attorney expires
October 1, 2019




Christopher V. Jerry, Secretary

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TR31894 OFFSITE IMPROVEMENTS**

This agreement, made and entered as of _____ by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 31894 Offsite improvements (TR31894 and IP17-008), 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 SIX THOUSAND dollars (\$1,006,000).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

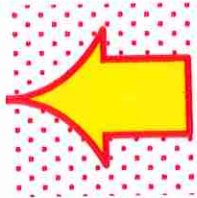


Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside)

On September 18, 2019 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CERTIFICATE OF ASSISTANT SECRETARY
OF
LENNAR HOMES OF CALIFORNIA, INC.

AUGUST 1, 2017

The undersigned, Sandra Leyva, as the duly elected, qualified and acting Assistant Secretary of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Corporation"), hereby certifies that:

1. Attached hereto as Exhibits A and B are true, correct and complete copies of the Certificate of Incorporation and the Bylaws of the Corporation, respectively, and there have been no amendments or modifications thereto as of the date hereof.
2. Attached hereto as Exhibit C are true, correct and complete copies of certain resolutions duly and unanimously adopted by the Board of Directors of the Corporation by Written Consent, dated June 28, 2006. Such resolutions have not been amended or repealed and remain in full force and effect.
3. **MARK TORRES** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on January 5, 2007. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.
4. **JEFF CLEMENS** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on June 26, 2006. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.
5. **GEOFFREY SMITH** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on January 7, 2015. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.

[Signature Page Follows]

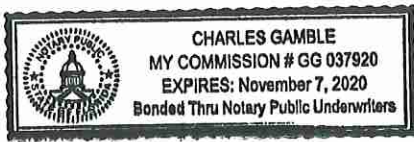
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary on behalf of the Corporation effective as of the date first written above.


Sandra Leyva, Assistant Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 1st day of August 2017, by Sandra Leyva, Assistant Secretary of Lennar Homes of California, Inc., a California corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.




NOTARY PUBLIC

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TR31894 OFFSITE IMPROVEMENTS**

This agreement, made and entered as of _____ by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 31894 Offsite improvements (TR31894 and IP17-008), 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, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District (JCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the JCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. 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, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one-year period to repair or replace to the satisfaction of the City Engineer and the JCSD District 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 TWELVE THOUSAND dollars \$12,000.

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, 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 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. The failure of Subdivider to commence construction shall not relief the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation


Name: Geoffrey Smith, Vice 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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18

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 California
County of Riverside)

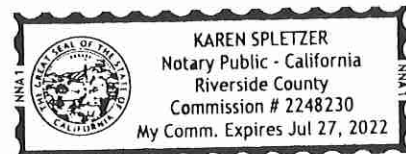
On September 18, 2019 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CERTIFICATE OF ASSISTANT SECRETARY
OF
LENNAR HOMES OF CALIFORNIA, INC.

AUGUST 1, 2017

The undersigned, Sandra Leyva, as the duly elected, qualified and acting Assistant Secretary of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Corporation"), hereby certifies that:

1. Attached hereto as Exhibits A and B are true, correct and complete copies of the Certificate of Incorporation and the Bylaws of the Corporation, respectively, and there have been no amendments or modifications thereto as of the date hereof.
2. Attached hereto as Exhibit C are true, correct and complete copies of certain resolutions duly and unanimously adopted by the Board of Directors of the Corporation by Written Consent, dated June 28, 2006. Such resolutions have not been amended or repealed and remain in full force and effect.
3. **MARK TORRES** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on January 5, 2007. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.
4. **JEFF CLEMENS** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on June 26, 2006. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.
5. **GEOFFREY SMITH** is a duly elected **Vice President** of the Corporation, serving continuously in such capacity since his election on January 7, 2015. He is incumbent in such office as of the date hereof and is authorized to sign documents on behalf of the Corporation.

[Signature Page Follows]

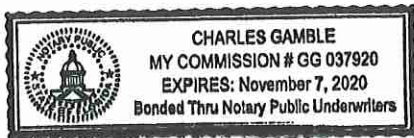
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary on behalf of the Corporation effective as of the date first written above.


Sandra Leyva, Assistant Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 1st day of August 2017, by Sandra Leyva, Assistant Secretary of Lennar Homes of California, Inc., a California corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.




NOTARY PUBLIC

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 45,000	Tract	Shadow Rock 31894
Water System	\$ 861,000	Bond No.	30083047
Sewer System	\$ 475,500	Premium	\$4,145.00/annum
Surety	The Continental Insurance Company	Principal	Lennar Homes of California, Inc.
Address	151 N. Franklin Street	Address	980 Montecito Drive, Ste 302
City/State	Chicago, IL	City/State	Corona, CA
Zip code	60606	Zip	92879
Phone	(312) 822-5000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 on-site water and sewer improvement project (IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of one million three hundred eighty-one thousand five hundred dollars (\$1,381,500) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 March 12, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:



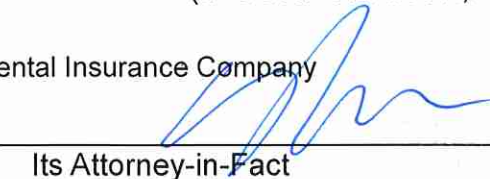
Name:

Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside

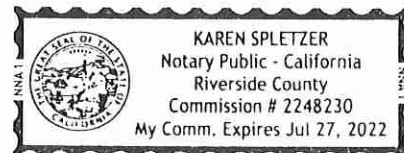
On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

County of Orange)

On MAR 12 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, 2020.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 22,500	Tract Map	Shadow Rock 31894
Water System	\$430,500	Bond No.	30083047
Sewer System	\$237,750	Premium	Included in Performance Bond
Surety	<u>The Continental Insurance Company</u>	Principal	<u>Lennar Homes of California, Inc.</u>
Address	<u>151 N. Franklin Street</u>	Address	<u>980 Montecito Drive, Ste 302</u>
City/State	<u>Chicago, IL</u>	City/State	<u>Corona, CA</u>
Zip code	<u>60606</u>	Zip	<u>92879</u>
Phone	<u>(312) 822-5000</u>	Phone	<u>951-817-3508</u>

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 on-site water and sewer improvement project (IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of six hundred ninety thousand seven hundred fifty dollars (\$690,750) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 March 12, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By: 

Name:

Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE: 

Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside

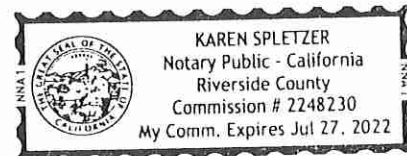
On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

County of Orange)

On MAR 12 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]
personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R. Mair
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____ MAR 12 2020.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 31894**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 31894, 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, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Jurupa Community Services District (JCSD) to connect with the system described above with all pipe laid at such a depth as shown on the JCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. 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, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the JCSD District 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 four hundred seventy-five thousand five hundred dollars (\$475,500).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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.

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

SUBDIVIDER

Lennar Homes of California, Inc., a California corporation



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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

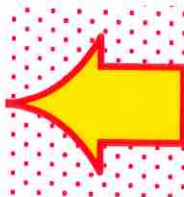


Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside

On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

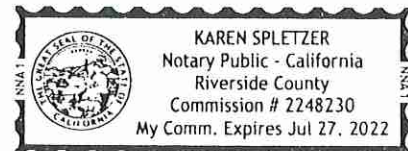
personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TRACT NO. 31894**

This agreement, made and entered as of _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 31894, 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 forty-five thousand dollars (\$45,000).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:


Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside)

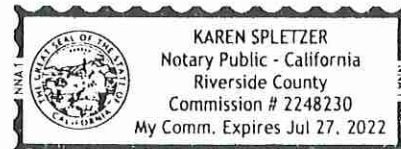
On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 31894 ON-SITE**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 TR31894, 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, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District (JCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the JCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. 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, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one-year period to repair or replace to the satisfaction of the City Engineer and the JCSD District 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 eight hundred sixty-one thousand dollars (\$861,000).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside)

On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

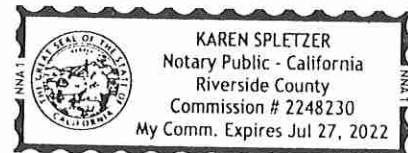
personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 0	Tract	Shadow Rock 31894 & 37470
Water System	\$1,872,500	Bond No.	30083046
Sewer System	\$1,236,000	Premium	\$9,326.00/annum
Surety	The Continental Insurance Company	Principal	Lennar Homes of California, Inc.
Address	151 N. Franklin Street	Address	980 Montecito Drive, Ste 302
City/State	Chicago, IL	City/State	Corona, CA
Zip code	60606	Zip	92879
Phone	(312) 822-5000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 and TR37470 on-site water and sewer improvement project (IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of three million one hundred eight thousand five hundred dollars (\$3,108,500) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 March 12, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:



Name:

Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside

On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

County of Orange)

On MAR 12 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.

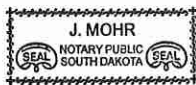


The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____ **MAR 12 2020**.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 0	Tract Map	Shadow Rock 31894 & 37470
Water System	\$936,250	Bond No.	30083046
Sewer System	\$618,000	Premium	Included in Performance Bond
Surety	<u>The Continental Insurance Company</u>	Principal	<u>Lennar Homes of California, Inc.</u>
Address	<u>151 N. Franklin Street</u>	Address	<u>980 Montecito Drive, Ste 302</u>
City/State	<u>Chicago, IL</u>	City/State	<u>Corona, CA</u>
Zip code	<u>60606</u>	Zip	<u>92879</u>
Phone	<u>(312) 822-5000</u>	Phone	<u>951-817-3508</u>

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 and TR37470 on-site water and sewer improvement project (IP17-008), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of one million five hundred fifty-four thousand two hundred fifty dollars (\$1,554,250) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 March 12, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By: 

Name:

Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE: 

Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside)

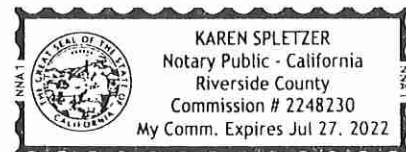
On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

County of Orange)

On MAR 12 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, **MAR 12 2020**.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 31894 & 37470**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 TR31894 and TR37470, 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, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the system described above with all pipe laid at such a depth as shown on the RCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. 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, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District 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 two hundred thirty-six thousand dollars (\$1,236,000).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside

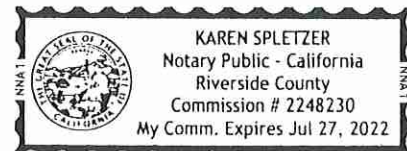
On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 31894 & 37470**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 TR31894 and TR37470, 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, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the RCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. 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, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District 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 eight hundred seventy-two thousand five hundred dollars (\$1,872,500).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loris, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



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 California
County of Riverside

On March 17, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TR31894 ONSITE IMPROVEMENTS**

This agreement, made and entered as of _____ by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 31894 Onsite improvements (TR31894 and IP17-008), 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 ten million sixty-one thousand dollars (\$10,061,000).

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.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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.

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

SUBDIVIDER

Lennar Homes of California, Inc., a California corporation



Name: Geoffrey Smith
Vice President of Forward Planning

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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

Shadow Rock

FOR: Streets and Drainage	\$10,061,000	Tract	31894 Onsite
Water System	\$	Bond No.	30083076
Sewer System	\$	Premium	\$30,183.00/annum
Surety	The Continental Insurance Company	Principal	Lennar Homes of California, Inc.
Address	151 N. Franklin Street	Address	980 Montecito Drive, Suite 302
City/State	Chicago, IL	City/State	Corona, CA
Zip code	60606	Zip	92879
Phone	(312) 822-5000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 onsite improvements, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of ten million sixty-one thousand dollars (\$10,061,000) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 March 26, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:


Name: Geoffrey Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua
Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside)

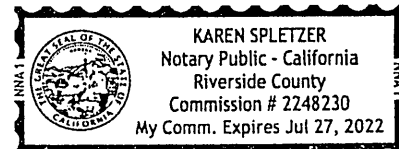
On March 30, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

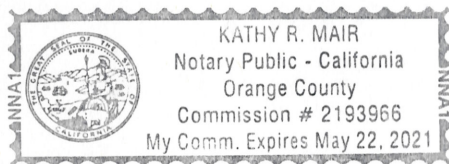
County of Orange)

On MAR 26 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

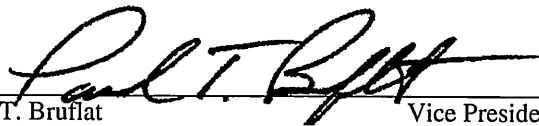
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.

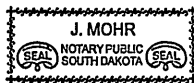


The Continental Insurance Company

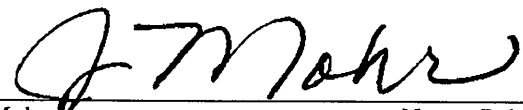

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

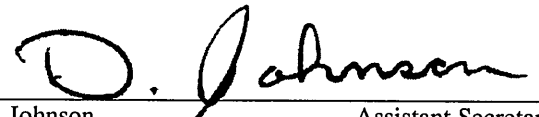

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____ MAR 26 2020.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

		Shadow Rock	
FOR: Streets and Drainage	\$5,030,500	Tract Map	31894 Onsite
Water System	\$	Bond No.	30083076
Sewer System	\$	Premium	Included in Performance Bond
Surety	The Continental Insurance Company	Principal	Lennar Homes of California, Inc.
Address	151 N. Franklin Street	Address	980 Montecito Drive, Suite 302
City/State	Chicago, IL	City/State	Corona, CA
Zip code	60606	Zip	92879
Phone	(312) 822-5000	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 onsite improvements, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of five million thirty thousand five hundred dollars (\$5,030,500) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 March 26, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:


Name: Geoffrey Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

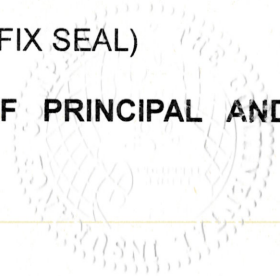
AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua
Title

(IF CORPORATION, AFFIX SEAL)

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



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 California
County of Riverside)

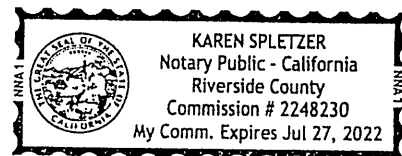
On March 30, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

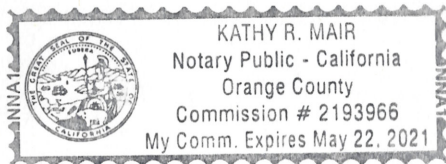
County of Orange)

On MAR 26 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2020.



The Continental Insurance Company

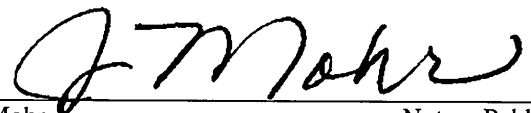

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of January, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021



J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____ MAR 26 2020, _____.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$	Tract	Shadow Rock - Adventure 31894 & 37470 (Pacific Ave)
Water System	\$655,000	Bond No.	0228639
Sewer System	\$180,000	Premium	\$2,505.00/annum
Surety	Berkley Insurance Company	Principal	Lennar Homes of California, Inc.
Address	475 Steamboat Road	Address	980 Montecito Drive, Suite 302
City/State	Greenwich, CT	City/State	Corona, CA
Zip code	06830	Zip	92879
Phone	203-542-3800	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 and TR37470 Pacific Avenue improvement project, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of eight hundred thirty-five thousand dollars (\$835,000) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 February 28, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

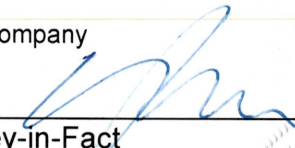
By:


Name: Geoffreg Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE 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 California)

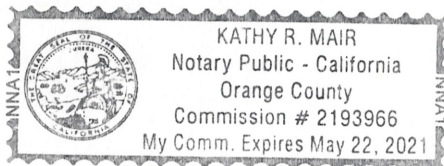
County of Orange)

On FEB 28 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kathy R. Mair; Mechelle Larkin; or My Hua of Marsh USA, Inc. of Irvine, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of January, 2018.

Attest:

(Seal)

By

Ira S. Lederman

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

FEB 28 2020

Vincent P. Forte

(Seal)

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	\$	Tract Map	Shadow Rock - Adventure 31894 & 37470 (Pacific Ave)
Water System	\$327,000	Bond No.	0228639
Sewer System	\$ 90,000	Premium	Included in Performance Bond
Surety	Berkley Insurance Company	Principal	Lennar Homes of California, Inc.
Address	475 Steamboat Road	Address	980 Montecito Drive, Suite 302
City/State	Greenwich, CT	City/State	Corona, CA
Zip code	06830	Zip	92879
Phone	203-542-3800	Phone	951-817-3508

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 and TR37470 Pacific Avenue improvement, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of four hundred seventeen thousand five hundred dollars (\$417,500) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 February 28, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:


Name: Geoffrey Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua
Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside

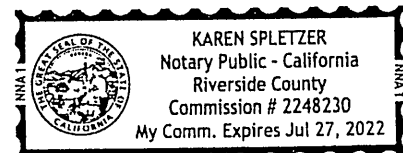
On March 30, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

County of Orange)

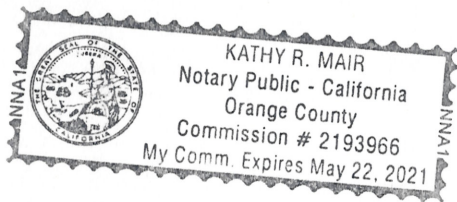
On FEB 28 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R. Mair
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kathy R. Mair; Mechelle Larkin; or My Hua of Marsh USA, Inc. of Irvine, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of January, 2018.

Attest:

(Seal)

By

Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

FEB 28 2020

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 31894 & 37470 PACIFIC AVENUE**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 Pacific Avenue improvements for TR31894 and TR37470, 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, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the system described above with all pipe laid at such a depth as shown on the RCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. 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, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District 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 hundred eighty thousand dollars (\$180,000.00).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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	Lennar Homes of California, Inc. 980 Montecito Drive, Suite 302 Corona, CA 92879 Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



Name: Geoffrey Smith
Vice President of Forward Planning

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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 31894 & 37470 PACIFIC AVENUE**

This agreement, made and entered _____, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., a California 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 Pacific Avenue improvements for TR31894 and TR37470, 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, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the RCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. 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, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District 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 six hundred fifty-five thousand dollars (\$655,000.00).

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, 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 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. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

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:

City

City of Jurupa Valley
8930 Limonite Ave
Jurupa Valley, CA 92509
Attention: City Engineer

Subdivider

Lennar Homes of California, Inc.
980 Montecito Drive, Suite 302
Corona, CA 92879
Attention: Brian King

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

Lennar Homes of California, Inc., a California corporation



Name: Geoffrey Smith
Vice President of Forward Planning

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

Anthony Kelly, Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18



City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	<u>\$1,503,000</u>	Tract	<u>Shadow Rock 31894 RCFCF Facilities</u>
Water System	<u>\$</u>	Bond No.	<u>024244850</u>
Sewer System	<u>\$</u>	Premium	<u>\$4,509.00/annum</u>
Surety	<u>Liberty Mutual Insurance Company</u>	Principal	<u>Lennar Homes of California, Inc.</u>
Address	<u>175 Berkeley Street</u>	Address	<u>980 Montecito Drive, Suite 302</u>
City/State	<u>Boston, MA</u>	City/State	<u>Corona, CA</u>
Zip code	<u>02116</u>	Zip	<u>92879</u>
Phone	<u>(617) 357-9500</u>	Phone	<u>951-817-3508</u>

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 Riverside County Flood Control facilities, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of one million five hundred three thousand dollars (\$1,503,000) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 March 26, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:


Name: Geoffrey Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside

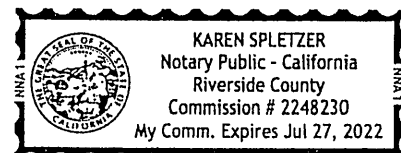
On March 30, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE 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 California)

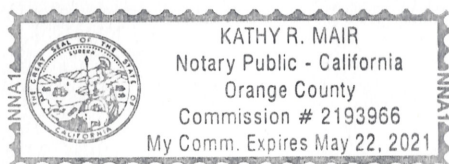
County of Orange)

On MAR 26 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202349-024017

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Joaquin Perez, Regina Rangel, Brenda Wong

all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

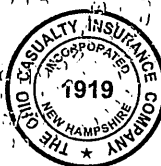
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage	<u>\$751,500</u>	Tract Map	<u>Shadow Rock</u>
Water System	<u>\$</u>	Bond No.	<u>31894 RCFCFCD Facilities</u>
Sewer System	<u>\$</u>	Premium	<u>024244850</u>
			<u>Included in Performance Bond</u>
Surety	<u>Liberty Mutual Insurance Company</u>	Principal	<u>Lennar Homes of California, Inc.</u>
Address	<u>175 Berkeley Street</u>	Address	<u>980 Montecito Drive, Suite 302</u>
City/State	<u>Boston, MA</u>	City/State	<u>Corona, CA</u>
Zip code	<u>02116</u>	Zip	<u>92879</u>
Phone	<u>(617) 357-9500</u>	Phone	<u>951-817-3508</u>

WHEREAS, the City of Jurupa Valley, State of California, and Lennar Homes of California, Inc. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR31894 Riverside County Flood Control facilities, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of seven hundred fifty-one thousand five hundred dollars (\$751,500) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 March 26, 2020.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation

AUTHORIZED SIGNATURE(S):

By:

[Signature]
Name: Geoffrey Smith
Title: VP of Forward Planning

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE:

[Signature]
Its Attorney-in-Fact

My Hua

Title

(IF CORPORATION, AFFIX SEAL)

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

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 California
County of Riverside)

On March 30, 2020 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

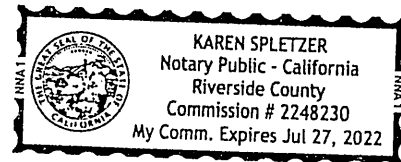
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE 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 California)

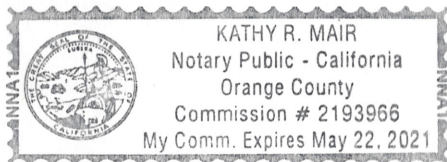
County of Orange)

On MAR 26 2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202349-024017**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Joaquin Perez, Regina Rangel, Brenda Wong

all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS
TR31894**

This agreement, made and entered into as of _____, 2020 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and **LENNAR HOMES OF CALIFORNIA, INC.**, a (Corporation) 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 **TR31894** 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 **FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400.00)**.

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 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

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:

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509	980 Montecito Drive Suite 302 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: Geoffrey Smith
Vice President of Forward Planning

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

Anthony Kelly Jr.
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 5/21/2020



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 California Riverside
County of _____)

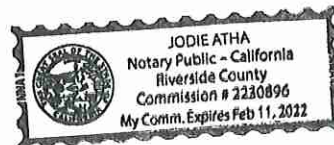
On October 27, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jodie Atha (Seal)





City of Jurupa Valley

8930 Limonite Avenue
Jurupa Valley, CA 92509
(951) 332-6464

Receipt No: 4324
Payment Date: 11/03/2020

Engineering Receipt

RECORD INFORMATION

Record No: BOND20-0008
Record Type: Bonds
Application Name: TR31894 SHADOW ROCK BONDS
Property Address:
Parcel Number: 177030016
Description of Work: Lennar Homes - TR31894 Shadow Rock BONDS (Formerly Highland Park) 398 SFR lots, 26 lettered lots. Located NE corner of Sierra Ave and 30th Street
Applicant: LENNAR HOMES OF CALIFORNIA INC
LENNAR HOMES OF CALIFORNIA INC
980 MONTECITO DR SUITE 300
CORONA, CA 92879
Payee: Lennar Communities Inc

Note: The "Applicant" will be financially responsible for all supplemental billings, fees and refunds for this permit per Ordinance 457. Any changes to the "Applicant" information must be made in writing and submitted to the Engineering Department for approval.

PAYMENT DETAIL

Date	Payment Method	Cashier	Comments	Amount
11/03/2020	Check 2731-0025	FCASHIER	SC ck# 14563	\$5,440.00

FEE DETAIL

<u>Fee Description</u>	<u>Quantity</u>	<u>Account Code</u>	<u>Fee Amount</u>	<u>Current Paid</u>
Bond Monument	5,400.00	810-21214	5,400.00	\$5,400.00
Processing Fee	1.00	100-42550	40.00	\$40.00
			\$5,440.00	\$5,440.00

City of Jurupa Valley

STAFF REPORT

DATE: NOVEMBER 19, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: THOMAS G. MERRELL, AICP, PLANNING DIRECTOR

SUBJECT: AGENDA ITEM NO. 16.A

CONTINUED PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 20131: EXTENSION OF TIME (EOT) FOR CONDITIONAL USE PERMIT (CUP) NO. 17004 FOR A PROPOSED CHEVRON GAS STATION AND CONVENIENCE STORE WITH BEER AND WINE SALE FOR OFF-SITE CONSUMPTION AND FUTURE DRIVE-THRU RESTAURANT LOCATED AT THE NORTHWEST CORNER OF PEDLEY ROAD AND BEN NEVIS BOULEVARD (APNS: 169-031-003; 169-031-004; 169-031-005; 169-031-006; 169-031-008 & 169-031-009); (APPLICANT: SHIELD TECH, LLC)

RECOMMENDATION

Continue the public hearing to December 17, 2020 in order to allow the Applicant additional time to address the Council's comments.

BACKGROUND

At the September 17, 2020 City Council meeting, the Council opened the public hearing, heard testimony and closed the public hearing. The Council then deliberated on the proposed project and requested that the Applicant address the following items:

- Consider eliminating the sale of alcohol from the convenience store
- Consider implementing a phasing schedule for the development of the restaurant

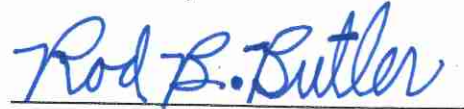
The City Council then voted to continue this item to their October 15, 2020 Council meeting. Due to a lack of quorum however, the October 15, 2020 City Council meeting was cancelled and rescheduled for October 29, 2020. On October 29, 2020 Council opened the public hearing and, upon request by the applicant, continued the public hearing for this item to their November 19, 2020 City Council meeting.

Prepared by:



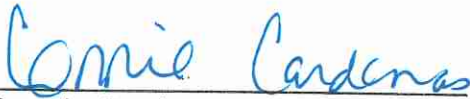
Thomas G. Merrell, AICP
Planning Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENT:

1. Request for continuance from Applicant

Vicki Wasko

From: Rocio Lopez
Sent: Wednesday, November 11, 2020 10:58 AM
To: Vicki Wasko
Cc: Debra McNay
Subject: Request for continuance

Good morning Vicki, please see email below. This is to be attached to the report I sent you last night for MA20131. Thanks!

From: Shield Tech LLC <shieldtechllc@gmail.com>
Sent: Tuesday, November 10, 2020 10:50 PM
To: Rocio Lopez <rlopez@jurupavalley.org>
Subject: EOT

Good evening ms Rocio

Would you please consider continuation of my 11/19/2020 EOT item MA20131 to the City Council meeting of 12/17/2020. I am trying to learn More about the councilman and committee's concern and address them, and so i need a little more time.

Regards

Roghayeh

City of Jurupa Valley

STAFF REPORT

DATE: NOVEMBER 19, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: TIM JONASSON, P.E., SENIOR MANAGER

SUBJECT: AGENDA ITEM NO. 16.B

**PUBLIC HEARING REGARDING SUBMISSION OF THE 2019-2020
COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED
ANNUAL PERFORMANCE AND EVALUATION REPORT**

RECOMMENDATION

1. That the City Council receive and file the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. That the City Council adopt Resolution No. 2020-86, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY,
CALIFORNIA, ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING
SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**

BACKGROUND

As a Community Development Block Grant recipient, the City is required to submit annually a Consolidated Annual Performance Evaluation Report (CAPER) for the City's Community Development Block Grant (CDBG) program to the U.S. Department of Housing and Urban Development (HUD) to report the City's progress and accomplishments utilizing CDBG funds. In Fiscal Year (FY) 2019-2020, the City received a CDBG grant totaling \$1,203,797.00. The FY 2019-2020 CAPER summarizes how the funds assisted the City in advancing the goals and objectives outlined in its 2018-2022 Five-Year CDBG Consolidated Plan (Consolidated Plan).

Projects undertaken or completed in FY 2019-2020 include the neighborhood pavement rehabilitation project, which improved pavement conditions on 34th Street (Avalon St. to Rubidoux Blvd.), 36th Street (Pioneer Dr. to Rubidoux Blvd.), Arbuckle School Road (Rubidoux Blvd. to East end), Paula Street (West cul-de-sac to Pontiac Ave.), Pioneer

Drive (Mission Blvd. to 34th St.), Pontiac Avenue (Mission Blvd. to North cul-de-sac), and Raye Street (Avalon St. to Pontiac Ave.). FY 2019-2020 CDBG funds were planned to be used to help fund the Pacific Avenue Safe Routes to School Project, but the primary funding source for that project did not materialize. City staff will continue to pursue prospective funding sources to perform the Pacific Avenue Safe Routes to School project. Additional funds were expended for program administration, fair housing services, and homelessness services. Approval of the CAPER carries no fiscal impact. Upon the City Council's approval, City Staff will submit the CAPER to HUD by the December 28, 2020 deadline.

ANALYSIS

During fiscal year 2019-2020, the City received \$1,203,797.00 in CDBG funds. These funds have been utilized for projects identified in the City's FY 2019-2020 CDBG Annual Action Plan approved by the City Council on May 2, 2019. On June 4, 2020, the City Council approved an amendment to the 2019-2020 Annual Action Plan to program the special \$702,928.00 allocation of CDBG-Coronavirus (CDBG-CV) funds. However, since the City expects to spend those CDBG-CV funds during FY 2020-21, they are not identified in the 2019-20 CAPER.

Per HUD regulations, the City must submit a CAPER by December 28, 2020. The CAPER provides a progress report on the most recently completed fiscal year (i.e., FY 2019-2020). The report details how the prior year's CDBG funds assisted the City in meeting the goals and objectives outlined in the 2018-2022 Consolidated Plan.

An overview of performance achievements and a summary of FY 2019-2020 revenue and expenditures reported in the CAPER is provided below.

Performance Achievements Summary

Goal	Category	CDBG: Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected 19-20 Program Year	Actual 19-20 Program Year	19-20 Percent Complete
Homeless Services	Homeless	\$135,000	Homeless Person Overnight Shelter	Persons Assisted	350	179	51.14%	90	121	134.4%
Fair Housing Services	Non-Housing Community Development	\$25,000	Other	Other	1,000	784	78.40%	200	429	214.5%
Housing Rehabilitation	Affordable Housing	\$65,000	Homeowner Housing Rehabilitated	Household Housing Unit	20	1	0.00%	5	1	20
Program Administration	Administration	\$158,100	Other	Other	5	2	40.00%	1	1	100.00%
Public Facilities	Non-Housing Community Development	\$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,000	0	0.00%	0	0	NA
Public Infrastructure Improvements	Non-Housing Community Development	\$780,697	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15,000	11225	74.83%	11,225	11,225	100.00%
Services for Low- & Moderate-Income Households	Non-Housing Community Development	\$40,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,500	274	18.27%	275	274	99.64%

Summary of Revenue and Expenditures

Project/Effort	Description	Allocation	19-20 Expenditure	Balance
Program Administration	Fair housing services, GRC Associates consulting, creation of ConPlan, AAP, and Citizen Participation Plan, staff burden, and legal expenses	\$288,100	\$206,769.09	\$81,330.91
Homeless Services	Agreement with Path of Life for homeless shelter space, outreach, and case management services	\$135,000	\$134,609.81	\$390.19
Infrastructure Improvements	Neighborhood pavement rehabilitation projects 34 th Street (Avalon St. to Rubidoux Blvd.), 36 th Street (Pioneer Dr. to Rubidoux Blvd.), Arbuckle School Road (Rubidoux Blvd. to East end), Paula Street (West cul-de-sac to Pontiac Ave.), Pioneer Drive (Mission Blvd. to 34 th St.), Pontiac Avenue (Mission Blvd. to North cul-de-sac), and Raye Street (Avalon St. to Pontiac Ave.) Pontiac Avenue Safe Routes to School Project	\$780,697	\$673,732	\$106,965
Total		\$1,203,797	\$1,015,111	\$188,686

The City recorded remaining balances in the areas of program administration (\$81,330.00), infrastructure (\$106,965.00) and the agreement with Path of Life Ministries, Inc. (\$390.00). These remaining balances, totaling \$188,686.00, can be rolled over to

the 2020-2021 program year and available for programming during the formulation of the 2020-2021 Annual Action Plan.

As required by HUD regulations, the City published a notice inviting public review of the CAPER and comments. The required 15-day review period began on November 3, 2020 and concluded on November 19, 2020. As of the writing of this report, the City had not received public comments. City Staff will advise the City Council of any comments received subsequent to the preparation of this report.

FINANCIAL IMPACT

Acceptance of the CAPER and passage of Resolution No. 2020-86 carries no specific financial impact. CDBG program revenue and expenditure plans are identified in section 240.2400 of the City's annual budget.

ALTERNATIVES

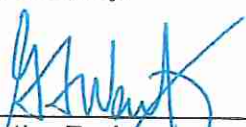
1. Do not adopt Resolution No. 2020-86 and authorize City Staff to submit the 2019-2020 CDBG Comprehensive Annual Performance Evaluation Report to HUD.
2. Provide alternate direction to staff.

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

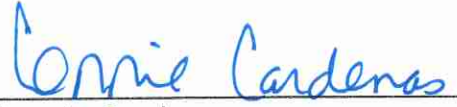
Prepared by:


Sean McGovern
Senior Management Analyst

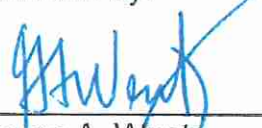
Reviewed by:


for Timothy R. Jonasson, PE
Senior Manager

Reviewed by:


Connie Cardenas
Deputy Director of Administrative
Services


Reviewed by:


George A. Wentz
Deputy City Manager

Approved as to Form:


Peter M. Thorson
City Attorney

Submitted by:


Rod B. Butler
City Manager

Attachments:

- A. City Council Resolution No. 2020-86, approving the FY 2019-20 CAPER
- B. Draft FY 2019-20 CAPER

RESOLUTION NO. 2020-86

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING
AND APPROVING THE CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION REPORT (CAPER)
AND AUTHORIZING SUBMISSION OF THE REPORT
TO THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES HEREBY
RESOLVE AS FOLLOWS:**

Section 1. Recitals. The City Council of the City of Jurupa Valley does hereby find, determine, and declare that:

A. On July 20, 2017, the Federal Department of Housing and Urban Development (HUD) formally notified the City of Jurupa that it qualified as a potential Entitlement Community in the accordance with the Federal laws and regulations related to the Community Development Block Grant (CDBG) program;

B. On July 7, 2018, the City Council of the City of Jurupa Valley adopted the City of Jurupa Valley's first Consolidated Plan (2018-2022), Annual Action Plan (2018-2019), and Citizen's Participation Plan in the development of the City's CDBG program;

C. On May 2, 2019, the City Council of the City of Jurupa Valley adopted Resolution 2019-29, approving the 2019-2020 Annual Action Plan required by HUD to receive federal CDBG funds each year;

D. As a recipient of CDBG funds, the City is also required to prepare a Consolidated Annual Performance Evaluation Report (CAPER), in which the City reviews the success of the City in achieving the goals outlined in the 2018-2022 Five-Year Consolidated Plan and Annual Action Plan;

E. The City Council considered the CAPER for the 2019-2020 CDBG program year at a publicly noticed meeting on November 19, 2020, and the City Council considered all information related to this matter, including any information and comments provided during the public review period or at the public meeting.

Section 2. Adoption. The City Council hereby approves the CAPER for the 2019-2020 CDBG program year, which is attached as Exhibit A and incorporated herein by this reference.

Section 3. Public Input. The City Council hereby authorizes the City Manager or the City Manager's duly authorized designee to insert a summary of public input provided during the meeting of November 19, 2020 into the CAPER for the 2019-2020 CDBG program year.

Section 4. Submission to HUD. The City Council hereby authorizes the City or the City Manager's duly authorized designee to submit the CAPER for the 2019-2020 CDBG program year to HUD.

Section 5. Certification. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 19th day of November 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-86 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 19th day of November 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 19th day of November 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT A
2019-2020 CAPER

City of Jurupa Valley

2019-2020

Consolidated Annual Performance & Evaluation Report

November 3, 2020

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Attachments

- Attachment 1: PR03 - CDBG Activity Summary Report (GPR)
- Attachment 2: PR26 - CDBG Financial Summary Report
- Attachment 3: Impediments to Fair Housing Choice Summary
- Attachment 4: Public Notice and Summary of Public Comments

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Jurupa Valley became a direct recipient of Community Development Block Grant (CDBG) funds in 2018. CDBG funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). HUD's objective for the CDBG program is to *create viable communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income.*

To be eligible to receive CDBG funding, the City prepared the 2018-2022 Consolidated Plan. The Consolidated Plan is a multi-year strategic plan that identifies and prioritizes housing and community needs and establishes broad program goals to address these needs. The Consolidated Plan identified the following needs, programs, and corresponding five-year goals:

- Public Infrastructure improvements that benefit Low/Moderate Income persons: 5 Yr. Goal: assist 15,000 persons
- Public Facility improvements that benefit Low/Moderate Income persons: 5 Yr. Goal: assist 3,000 persons
- Single Family Housing Rehabilitation: 5 Yr. Goal: Rehabilitated 20 Housing Units
- Homeless Services: 5 Yr. Goal: assist 150 persons with Outreach, 25 persons with Rapid Rehousing, 25 persons with Overnight Shelter, and 150 persons with Homelessness Prevention
- Public Services that benefit Low/Moderate income persons: 5 Yr. Goal: assist 1,500 persons
- Fair Housing Services that benefit households: 5 Yr. Goal: assist 1,000 households
- Program Administration: 5 Yr. Goal: 5 years of administration
- Conserve the existing supply of affordable housing by supporting the provision of federal rental assistance vouchers and certificates administered by the Housing Authority of Riverside County.

A component of the Consolidated Plan is the Annual Action Plan. The Action Plan is a one-year expenditure plan for CDBG funds awarded to the City by HUD. The Action Plan identifies specific activities that will receive CDBG funding and sets accomplishment goals. The City Council approved the 2019-2020 Annual Action Plan on May 2, 2019, which allocated \$1,203,797 in CDBG funding for four activities; public infrastructure improvements, public services, and program administration (including fair housing services).

The year-end performance report for the CDBG program is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER has been prepared to assist the residents of Jurupa Valley and HUD in assessing the City's use of CDBG funds, and how these expenditures have addressed the housing and community needs identified in the City's 2018-2022 Consolidated Plan and the 2019-2020 Annual Action Plan. The CAPER will focus on annual goals and accomplishments for the period of July 1, 2019, through June 30, 2020 – the FY 2019-20 reporting period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected 19-20 Program Year	Actual 19-20 Program Year	19-20 Percent Complete
Homeless Services	Homeless	CDBG: \$135,000	Homeless Person Overnight Shelter	Persons Assisted	350	179	51.14%	90	121	134.4%
Fair Housing Services	Non-Housing Community Development	CDBG: \$25,000	Other	Other	1,000	784	78.40%	200	429	214.5%
Housing Rehabilitation	Affordable Housing	CDBG: \$65,000	Homeowner Housing Rehabilitated	Household Housing Unit	20	1	0.00%	5	1	20.00
Program Administration	Administration	CDBG: \$158,100	Other	Other	5	2	40.00%	1	1	100.00%
Public Facilities	Non-Housing Community Development	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,000	0	0.00%	0	0	NA

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected 19-20 Program Year	Actual 19-20 Program Year	19-20 Percent Complete
Public Infrastructure Improvements	Non-Housing Community Development	CDBG: \$780,697	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15,000	11,225	74.83%	11,225	11,225	100%
Services for Low- & Moderate-Income Households	Non-Housing Community Development	CDBG: \$40,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,500	274	18.27%	275	274	99.64%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the Consolidated Plan, the City focused FY 2019-20 CDBG funds on capital improvement projects and resident services. As evident from the data in Table 1, the City met most of its one-year goals. Program administration was carried out as planned, and the Fair Housing Council of Riverside County (FHCRC) exceeded its planned goal.

Path of Life Ministries (POLM) provided an array of services for the City’s homeless and households at risk of homelessness. Services provided include homeless outreach and engagement, emergency shelter, and homelessness prevention assistance. POLM reports 121 individuals accessed shelter or were provided homelessness prevention assistance and support services – approximately 34.4 percent more of their planned annual goal. Family Services Association (FSA) served 274 seniors with 5,250 meals during the fiscal year at the Eddie Dee Smith Senior Center in Jurupa Valley. CDBG funding was also allocated for two capital improvement projects. The Pontiac Avenue Neighborhood Pavement Rehabilitation project has been completed and closed out. The other project – Pacific Avenue Safe Routes to School has completed roughly 20%

of the conceptual plans. The City began to utilize CDBG funds for a housing rehab program during the 2019-20 reporting period, with rehabilitation of one housing unit completed during this fiscal year (2019-20) and four others were under construction at the end of the fiscal year, and expected to be completed during the next reporting period. Also, the Fair Housing Council assisted 429 Jurupa Valley residents with fair housing issues, over double the projected residents for this past year. In addition, the City continued to support the efforts of the Housing Authority of Riverside County (HARC). HARC reports that it provided rental assistance to 380 lower income Jurupa Valley renter households during the reporting period. Detailed information regarding CDBG program accomplishments for the 2019-20 reporting period is provided in **Attachment 1: PR03 – CDBG Activity Summary Report (GPR)**.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,389
Black or African American	128
Asian	67
American Indian or American Native	63
Native Hawaiian or Other Pacific Islander	4
Total	1,651
Hispanic	1,107
Not Hispanic	544

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to the U.S. Census Bureau, the majority of Jurupa Valley residents are racially White – 56.1% per the *2019 American Community Survey 1-Year Estimate*. This same data source reports that 73.7% of the City's population is Hispanic/Latino. Based on the data from Table 2, approximately 84.1% of CDBG-funded program participants are White, and roughly half are Hispanic/Latino (67.1%).

The public service program funded during the reporting period was Path of Life Ministries, and all individuals assisted were reported to have extremely low-income (less than 30% of the County median income). The Fair Services Association (FSA) served 168 extremely low-income seniors, or 61% of total (less than 30% of County median income). In total, FSA served 95.3% seniors in all low-income categories. The Fair Housing Council reports that most of their program beneficiaries were low- and moderate-income (96.9%), and 64.4% Hispanic and 9.2% Black/African American, with White (non-Hispanics) at 25.2%. Homelessness aside, the limited data indicated that assisted households may be economically unstable and seek out services in the hope of stabilizing their financial situation. This finding is consistent with the Consolidated Plan Needs Assessment which found that many lower income households are housing cost burdened, or severely housing cost burdened, i.e., households are spending more than 30% or 50% of their income on housing.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,203,797	\$1,760,308
HOME *	HOME	\$0	\$0
HOPWA *	HOPWA	\$0	\$0
ESG *	ESG	\$0	\$0
General Fund	General Fund	\$0	\$0
Section 8	Section 8	Not Available	Not Available

Table 3 - Resources Made Available

* The City is not a recipient of HOME, HOPWA or ESG funds. Section 8 is administered by HARC.

Narrative

The 2019-2020 Annual Action Plan allocated a total of \$1,203,797 in CDBG funds for a variety of activities. The City did not receive any program income. As reported in Table 3, the City utilized \$1,760,308 in CDBG funds during the reporting period.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Area	65		Funding for activities limited to CDBG-Eligible Census Tract Block Groups
Citywide	35		Funding for activities anywhere within the City Limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

In general, the City utilized 2019-20 CDBG funding as anticipated. A detailed summary of these expenditures is provided as **Attachment 2** (*PR26 - CDBG Financial Summary Report*).

Concerning the geographic expenditure of CDBG funds, CDBG-funded public services and fair housing were available on a citywide basis. The housing rehabilitation program was also available on a citywide basis. Because all area residents with a mobility limitation or disability will benefit, ADA sidewalk improvements also provide a citywide benefit. Conversely, street pavement rehabilitation activity is limited to CDBG-eligible Census Tract Block Groups. As indicated above, the Pontiac Avenue Neighborhood Pavement Rehabilitation project was completed and the Pacific Avenue Safe Routes to School sidewalk and bike lanes project, with a budget of \$102,000, completed the design phase, and it may be completed during the 2020-21 fiscal year. In summary, out of the total capital project budget of \$780,697, just \$106,965, or 13.7 percent of the total capital project budget has not yet been expended.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no match requirement for the CDBG program.

The City of Jurupa Valley plans to leverage CDBG funds to the greatest extent possible; however, during the 2019-20 reporting period, no additional funds were utilized to leverage CDBG resources.

The City conducted a detailed inventory of potential housing sites as part of the 2017 General Plan process. This study evaluated specific parcels, development constraints, and potential development capacity. The analysis indicates that 902 vacant parcels (or 2,432 vacant acres) in the City appear to be developable for housing. Additionally, parts of 73 other parcels appear to be developable (approximately 677 acres). No new development was initiated on any of these sites during the reporting period.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	5	1
Number of Special-Needs households to be provided affordable housing units	0	0
Total	5	1

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	1
Number of households supported through Acquisition of Existing Units	0	0
Total	5	1

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City began to utilize CDBG funds to rehabilitate housing units during the 2019-20 reporting period. This program is consistent with the Consolidated Plan, which specified the City implementing a housing rehabilitation program. Rehabilitation work was completed on one unit and started on four others. The four other housing units were under construction during the end of the 2019-20 fiscal year and will be completed during the 2020-21 reporting period. The housing rehabilitation program was in its first year of implementation and it took a few months to approve, set up and initiate the program in the City.

With respect to rental assistance, The City has no control over the allocation of housing assistance vouchers or certificates within the City. The federal rental assistance program is administered in Jurupa Valley by HARC. HARC reports that 380 Jurupa Valley households received federal rental assistance vouchers or certificates during the 2019-20 reporting period.

Discuss how these outcomes will impact future annual action plans.

As indicated above, the home improvement grant program that was under development for the 2019-2020 program year was implemented and many residents have subsequently applied for the program, with City now having a waiting list of applicants (demand outweighing supply of grant funds). For this reason, future delays of spending these funds is not anticipated.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual *
Extremely Low-income	1	0
Low-income	0	0
Moderate-income	0	0
Total	1	0

Table 7 – Number of Households Served

* The City is not a recipient of HOME funds.

Narrative Information

Table 7 reflects the fact that the City one housing rehabilitation program completion was an extremely low-income household. HARC reports that 380 Jurupa Valley extremely low-income and very low-income renter households received rental assistance during the 2019-20 report period.

The City is not a recipient of HOME funds.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City allocated CDBG funds for homeless outreach services during the 2019-20 report period. Path of Life Ministries (POLM) reports it had encounters (contacts) with 121 unique homeless individuals in Jurupa Valley during the 2019-21 reporting period.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were allocated during the 2019-20 reporting period for homeless shelter resources. POLM reports it provided emergency shelter and support services for 45 unduplicated individuals, totaling 1,543 bed nights. Per the City's contract with POLM, on a nightly basis two emergency shelter beds are reserved for homeless individuals from Jurupa Valley. No CDBG funding was allocated for transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

CDBG funds were allocated during the 2019-20 report period for emergency shelter, but none for transitional housing. As previously indicated, POLM provided emergency shelter and support services to 45 Jurupa Valley residents.

City staff (and POLM) also participate in the regional Continuum of Care (CoC) planning process, including the development of the regional plan to end homelessness, and the regional discharge plan, which aims to prevent individuals leaving institutions, hospitals, etc., from becoming homeless. HARC reports it utilized federal rental assistance vouchers and certificates to assist 28 Jurupa Valley households that were homeless at the time of admission into the rental assistance program. HARC also reports that it has 46 homeless veteran households on the waiting list to provide assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

CDBG funds were allocated to POLM during the 2019-20 report period for homelessness prevention assistance. There were 11 Jurupa Valley households, totaling 25 residents that benefited from these resources. Furthermore, as reported above, 20 homeless households benefitted from Continuum of Care Program Permanent Supportive Housing Certificates. Also, there were 28 households that were homeless at the time of admission to HARC's rental assistance program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Jurupa Valley does not own or manage public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The 2019-2020 Annual Action Plan indicated that the City would address barriers to affordable housing by providing an array of incentives to “facilitate the production of housing for all income levels.” Among these incentives are modifications to development standards, reduced development fees, expedited permit processing, and direct financial assistance from in-lieu Inclusionary Housing Program (IHP) fees. No projects were underway during the reporting period that utilized these incentives.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The 2019-2020 Action Plan indicates the City will encourage and support HARC’s efforts to obtain additional rental assistance funding, especially for senior, disabled, and low-income households as a means to address the needs of underserved residents. During the reporting period, HARC assisted 270 senior households and 162 disabled households of which 130 are also senior households with rental assistance. Additionally, the CDBG-funded public facility improvements initiated during the year will provide barrier-free accessibility for individuals with disabilities and mobility limitations by installing ADA compliant sidewalk ramps and parking stalls. The FHCRC helped to ensure households can access the secure, safe, and decent housing that they desire and can afford, without regard to their race, color, religion, gender, national origin, familial status, disability, age, source of income or other characteristics protected by laws.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

A significant percentage of the City’s housing stock was constructed before 1980 and may contain lead-based paint hazards. The City will ensure that information is available to community residents regarding the health impacts of lead-based hazards, especially for young children. The City’s housing rehabilitation program tests homes that were built before 1978 for lead-based paint, and will address lead-based paint issues, if they are detected in these homes, in order to comply with HUD’s regulations regarding lead-based paint hazards, which was incorporated into the City’s program policies and procedures.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the U.S. Census Bureau, approximately 16.0% of Jurupa Valley residents have incomes below the poverty level. This population includes approximately, 13.8% of City residents age 65 and older, and 23.2% of children under the age of 18.^[1] The Consolidated Plan and Annual Action Plan indicated that the City would support the services listed below to help reduce the number of families living in poverty:

- As previously indicated, the City assisted one extremely low-income household during the 2019-20 fiscal year with housing rehabilitation assistance. Additionally, HARC provided rental assistance to 380 renter households during the reporting period including 270 senior and 162 disabled renter households.
- Shelter services were provided to 45 unduplicated homeless, totaling 1,543 bed nights of Jurupa Valley residents by POLM.
- Fair housing services were provided to 1,169 persons in Jurupa Valley to help ensure access to safe and decent housing free of discrimination.

According to the US Census, in Jurupa Valley, 16 percent of the population was below the poverty level in 2019.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During FY 2019-20, the City solicited the input of local service providers via a community workshop to discuss community needs and future funding opportunities. The City also assisted the HARC to implement its Five-year Public Housing Authority (PHA) Plan for the provision of rental assistance vouchers and certificates. The City also engaged neighboring HUD-grantee communities to explore and participate in regional planning and program initiatives.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Jurupa Valley does not operate public housing; HARC provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives as it relates to public and assisted housing programs. The City reviewed the Authority's plans and provided HARC the opportunity to review and consult with the City regarding its Consolidated Plan and related documents. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

During the year, the City also continued working with local nonprofits. As the City began to expand its CDBG program to provide public service grant funding, it coordinated efforts with nonprofit partners to ascertain local needs and to promote the efficient and effective use of limited public resources.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Consolidated Plan regulations require CDBG recipients to (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; and (5) comply with the non-discrimination requirements of the Fair Housing Act. The *Analysis of Impediments (AI) to Fair Housing Choice* is the primary document utilized

for this purpose. During the 2019-20 reporting period, the City prepared a new five-year AI. The City held a public hearing before the Jurupa Valley City Council on December 5, 2019 to accept community input on the draft Analysis of Impediments to Fair Housing Choice. The City Council voted 5-0 to adopt the AI. Actions taken by the City (and its fair housing service provider) to address fair housing impediments during FY 2019-20 are summarized in **Attachment 3**.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As the City completes its second year as a CDBG Entitlement Community, it has implemented its program policies and procedures. These policies/procedures include an obligation to conduct monitoring of subrecipients. The purpose of such monitoring is to provide program staff with the information necessary to verify the accuracy of data supplied by subrecipients, ensure that subrecipients are carrying out individual activities as described in their contracts, and to ensure that appropriate accounting and record keeping maintained by subrecipients as it relates to the use of CDBG funds. Quarterly invoices must be accompanied with documentation to support the reimbursement requests. The City will conduct monitoring on a biennial basis. During the fiscal year, subrecipients will submit quarterly accomplishment reports. Due to the COVID-19 pandemic, on-site subrecipient monitoring was not carried out. Program staff will also work closely with City departments to ensure CDBG program regulations and other federal requirements are implemented during the reporting period.

The City made every effort to comply with all CDBG and Consolidated Plan regulations. The City's Citizen Participation Plan ensures that community input is considered before the submission of a substantial amendment or an annual update to HUD. It also provides residents with the opportunity to review and comment on annual performance. Construction, professional service, and subrecipient agreements have been prepared to ensure compliance with applicable federal regulations. Additionally, the City has implemented an open procurement process that encourages bidding from minority and women-owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

To encourage resident participation in the City's CDBG program, the City published a notice in the *Press Enterprise* on November 2, 2020, announcing a 15-day public comment period and public hearing for the 2019-2020 CAPER. The CAPER was made available for public review and comment from November 4, 2020, through November 19, 2020, at Jurupa Valley City Hall and two county libraries located within the City. The City Council held a hearing to obtain additional public comments on November 19, 2020. A copy of this notice and a summary of written comments is provided as **Attachment 4**.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City Council approved a substantial amendment to the 2019-2020 Annual Action Plan on June 4, 2020 to approve the use of CDBG-Coronavirus (CDBG-CV) funds, authorized under the CARES Act of 2020. CDBG-CV funds will be spent during the 2020-21 fiscal year. Funds must be used to fund activities that prepare, prevent or respond to local community impacts of the coronavirus pandemic.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

Attachment 1

PR03 - CDBG Activity Summary Report (GPR)



U.S. Department of Housing and Urban Development
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CDBG Activity Summary Report (GPR) for Program Year 2019
JURUPA VALLEY

Date: 15-Oct-2020
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PGM Year: 2018
Project: 0003 - ADA Improvements
IDIS Activity: 13 - ADA Improvements

Status: Completed 6/30/2020 12:00:00 AM
Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMC

Initial Funding Date: 10/11/2018

Description:

ADA improvements between Mission Blvd between Valley and Crestmore.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060607	\$184,591.15	\$151,732.40	\$184,591.15
Total	Total			\$184,591.15	\$151,732.40	\$184,591.15

Proposed Accomplishments

People (General) : 3,000

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1,075	878
Black/African American:	0	0	0	0	0	0	90	0
Asian:	0	0	0	0	0	0	59	0
American Indian/Alaskan Native:	0	0	0	0	0	0	58	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	564	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	1,846	878
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	1,846
Non Low Moderate	0	0	0	0
Total	0	0	0	1,846
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	CDBG funds to Install handicap accessible parking stalls on Mission Blvd between Mission Blvd between Valley and Crestmore. Project design began in January 2019 after a lengthy RFP process. Design work was completed in June 2019. The project is scheduled to go to bid in July 2019 with the contract awarded in September 2019 and the project completed by November 2019.	
2019	The construction contract was awarded in September 2019. Construction began in November 2019, and was completed in December 2019. According to HUD data, 1,846 individuals with a disability reside in the Census Tracts where the ADA sidewalk and on-site parking stalls were constructed. An up-spent balance of \$22,807.85 (2018 funds) is available for reprogramming.	



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PGM Year: 2018

Project: 0006 - Rubidoux Street Improvements

IDIS Activity: 14 - Rubidoux Street Improvements

Status: Completed 6/30/2020 12:00:00 AM

Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Street Improvements (03K)

National Objective: LMA

Initial Funding Date: 08/17/2019

Description:

Rehabilitate approximately asphalt concrete and roadway base as necessary.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060607	\$576,494.34	\$576,494.34	\$576,494.34
Total	Total			\$576,494.34	\$576,494.34	\$576,494.34

Proposed Accomplishments

People (General) : 5,250

Total Population in Service Area: 5,155

Census Tract Percent Low / Mod: 56.74

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	CDBG funds allocated to undertake street pavement rehabilitation. Design for the project was initiated in July 2018 and was completed in July 2018; however, the City encountered a right-of-way issue with CalTrans which required the City and the contractor to obtain permits from CalTrans. Due to various issues, as of the end of the 18-19 reporting period, CalTrans has not issued the permit. It is expected that the permit may be issued in August 2019. Once the permit is obtained, construction can begin and will take approximately 30 working days to complete.	
2019	Construction for the project began in September 2019 and was completed in January 2020. An unspent balance of \$113,505.66 (2018 funds) will be available for reprogramming.	



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PGM Year: 2019
Project: 0001 - Pavement Rehabilitation Various Locations
IDIS Activity: 15 - Pavement Rehabilitation

Status: Open
Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Street Improvements (03K)

National Objective: LMA

Initial Funding Date: 10/29/2019

Description:

Project entails rehabilitation of approximately 185,000 square feet of Asphalt Concrete (AC) pavement by primarily, but not limited to, partial reconstruction, grinding of existing AC pavement, sealing existing cracks, placing an AC overlay, replacement of AC berm where necessary, and installing striping, markings and pavement markers.

Financing

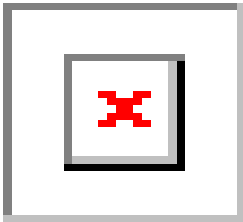
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060607	\$48,815.38	\$0.00	\$0.00
		2019	B19MC060607	\$629,881.62	\$561,929.19	\$561,929.19
Total	Total			\$678,697.00	\$561,929.19	\$561,929.19

Proposed Accomplishments

People (General) : 3,770
Total Population in Service Area: 3,770
Census Tract Percent Low / Mod: 59.15

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funds allocated to reconstruct pavement in the Pontiac Avenue Neighborhood. Design and engineering began in September 2019. The project went to bid in January 2020 and construction began in March. The project was completed in May 2020. The release of the retention was pending at the end of the reporting period.	



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PGM Year: 2019
Project: 0002 - Pacific Ave Sidewalk Project
IDIS Activity: 16 - Pacific Ave Sidewalk Project

Status: Open
Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 10/29/2019

Description:

Installation or modification of sidewalks, walkways and bike lanes to improve pedestrian safety.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$102,000.00	\$24,449.00	\$24,449.00
Total	Total			\$102,000.00	\$24,449.00	\$24,449.00

Proposed Accomplishments

People (General) : 7,855

Total Population in Service Area: 7,885

Census Tract Percent Low / Mod: 53.33

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funds used to install sidewalk and a Class II Bike Lane. Design for the project started in September 2019; however, the grant for matching fund was rescinded. The City has redesigned the project and has applied for a new grant to assist with project construction; however, the grant award will not be announced until March 2021. The project is on hold.	



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PGM Year: 2019
Project: 0003 - Owner-Occupied Housing Rehabilitation Grants
IDIS Activity: 17 - Owner-Occupied Housing Rehabilitation Grants

Status: Open
Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Initial Funding Date: 10/29/2019

Description:

Pilot program - grants up to \$10,000 to improve owner-occupied housing units.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$50,000.00	\$10,000.00	\$10,000.00
Total	Total			\$50,000.00	\$10,000.00	\$10,000.00

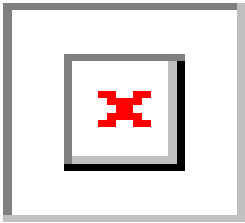
Proposed Accomplishments

Housing Units : 5

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0004 - Housing Rehabilitation Administration
IDIS Activity: 18 - Housing Rehabilitation Administration

Status: Open
Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 10/29/2019

Description:

Funding for direct cost associated with the administration of the City's housing rehabilitation grant program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$15,000.00	\$12,750.00	\$12,750.00
Total	Total			\$15,000.00	\$12,750.00	\$12,750.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

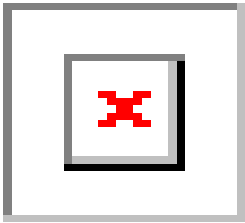
	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households:

0 0 0

Income Category:

Owner Renter Total Person



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Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019

Project: 0005 - Path of Life

IDIS Activity: 19 - Path of Life

Status: Completed 9/25/2020 12:00:00 AM

Location: 8930 Limonite Ave Jurupa Valley, CA 92509-5019

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Operating Costs of Homeless/AIDS
Patients Programs (03T)

National Objective: LMC

Initial Funding Date: 10/29/2019

Description:

Homelessness prevention, outreach, emergency shelter and support services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$134,609.81	\$134,609.81	\$134,609.81
Total	Total			\$134,609.81	\$134,609.81	\$134,609.81

Proposed Accomplishments

People (General) : 150

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	90	53
Black/African American:	0	0	0	0	0	0	26	6
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	121	59
Female-headed Households:	0		0		0			



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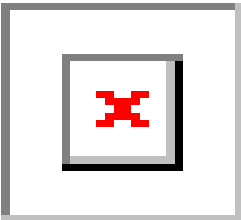
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	119
Low Mod	0	0	0	1
Moderate	0	0	0	1
Non Low Moderate	0	0	0	0
Total	0	0	0	121
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funds utilized to provide a variety of services to address homeless issues in the community. Services include homeless outreach and engagement, emergency shelter, and rapid rehousing. A total of 121 individuals were assisted during the 19-20 reporting period. POLM reported they engaged 51 un-duplicated homeless during the reporting period. They also provided shelter for 45 individuals, and 25 benefited from rental/utility assistance to avoid loss of housing or critical utility services. The Activity is complete. An un-spent balance of \$390.19 (2019 funds) will be reprogrammed.	



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PGM Year: 2019

Project: 0006 - Family Services Association

IDIS Activity: 20 - Family Services Association

Status: Completed 9/25/2020 12:00:00 AM

Location: 5888 Mission Blvd Jurupa Valley, CA 92509-4256

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Initial Funding Date: 10/29/2019

Description:

Congregate meal program for seniors

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$40,000.00	\$40,000.00	\$40,000.00
Total	Total			\$40,000.00	\$40,000.00	\$40,000.00

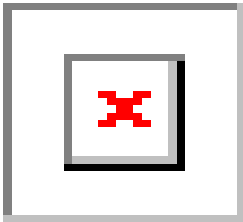
Proposed Accomplishments

People (General) : 275

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	224	168
Black/African American:	0	0	0	0	0	0	12	0
Asian:	0	0	0	0	0	0	7	0
American Indian/Alaskan Native:	0	0	0	0	0	0	3	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	3	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	25	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	274	172
Female-headed Households:	0		0		0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	168
Low Mod	0	0	0	0
Moderate	0	0	0	106
Non Low Moderate	0	0	0	0
Total	0	0	0	274
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funds to support senior nutrition program. A total of 274 seniors were assisted during the FY 19-20 reporting period. During the final quarter of the reporting period, the program switched to a pre-packaged food pick-up program to ensure seniors that sheltered in place received balanced, nutritious food. The activity is complete.	



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PGM Year: 2019
Project: 0007 - Fair Housing Council of Riverside County
IDIS Activity: 21 - Fair Housing Council of Riverside County

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)
National Objective:

Initial Funding Date: 10/29/2019

Description:

CDBG funds used to provide fair housing services including outreach, education and enforcement. The Fair Housing Council of Riverside County (FHCRC) provided these services to Jurupa Valley residents. A total of 429 households were assisted during the FY 19-20 reporting period. Over 95% of households served were low- and moderate-income. Approximately 49% were Hispanic/Latino and 11% Black/African American. FHCRC received 10 housing discrimination allegations during the year. The majority of complaints alleged discrimination based on a disability (5). Other complaints were based on sex, race, marital status, and familial status. Landlord/Tenant complaints were primarily based on unit repairs, lease terms and notices. The activity is complete.

Financing

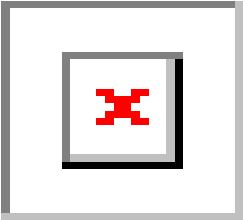
	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$25,000.00	\$23,927.19	\$23,927.19
Total	Total			\$25,000.00	\$23,927.19	\$23,927.19

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		



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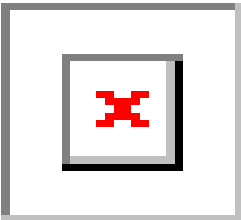
Asian/Pacific Islander:	0	0							
Hispanic:	0	0							
Total:	0	0	0	0	0	0	0	0	0

Female-headed Households: 0

<i>Income Category:</i>	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0008 - CDBG Program Administration
IDIS Activity: 22 - CDBG Program Administration

Status: Open

Location: ,

Objective:

Outcome:

Matrix Code: General Program Administration (21A)

National Objective:

Initial Funding Date: 10/29/2019

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060607	\$158,100.00	\$142,868.90	\$142,868.90
Total	Total			\$158,100.00	\$142,868.90	\$142,868.90

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households:

0

Income Category:

Owner Renter Total Person



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
JURUPA VALLEY

Date: 15-Oct-2020

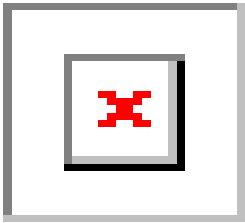
Time: 21:50

Page: 17

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
JURUPA VALLEY

Date: 15-Oct-2020

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Page: 18

Total Funded Amount:	\$1,964,492.30
Total Drawn Thru Program Year:	\$1,711,619.58
Total Drawn In Program Year:	\$1,678,760.83

Attachment 2

PR26 - CDBG Financial Summary Report



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2019
JURUPA VALLEY , CA

DATE: 10-16-20

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	913,355.63
02 ENTITLEMENT GRANT	1,203,797.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,117,152.63

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,511,964.74
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	81,547.59 ¹
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,593,512.33
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	166,796.09
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,760,308.42
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	356,844.21

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,511,964.74
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	81,547.59 ¹
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,593,512.33
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23	PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24	CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25	CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26	PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27	DISBURSED IN IDIS FOR PUBLIC SERVICES	174,609.81
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	174,609.81
32	ENTITLEMENT GRANT	1,203,797.00
33	PRIOR YEAR PROGRAM INCOME	0.00
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,203,797.00
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.50%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	166,796.09
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	166,796.09
42	ENTITLEMENT GRANT	1,203,797.00
43	CURRENT YEAR PROGRAM INCOME	0.00
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,203,797.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.86%

1. Adjustment is necessary to accrue a FY 19/20 project expenditure that was drawn down as a FY 20/21 expenditure for Act #15.

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2018	6	14	6354826	Rubidoux Street Improvements	03K	LMA	\$561,621.70	
2018	6	14	6390060	Rubidoux Street Improvements	03K	LMA	\$14,872.64	
2019	1	15	6354826	Pavement Rehabilitation	03K	LMA	\$30,495.21	
2019	1	15	6390057	Pavement Rehabilitation	03K	LMA	\$504,759.98	
2019	1	15	6415594	Pavement Rehabilitation	03K	LMA	\$26,674.00	
					03K	Matrix Code 03K	\$1,138,423.53	2
2018	3	13	6354826	ADA Improvements	03L	LMC	\$151,258.40	
2018	3	13	6390060	ADA Improvements	03L	LMC	\$405.00	
2018	3	13	6415594	ADA Improvements	03L	LMC	\$69.00	
2019	2	16	6354826	Pacific Ave Sidewalk Project	03L	LMA	\$4,191.00	
2019	2	16	6390057	Pacific Ave Sidewalk Project	03L	LMA	\$3,083.50	
2019	2	16	6415594	Pacific Ave Sidewalk Project	03L	LMA	\$17,174.50	
					03L	Matrix Code 03L	\$176,181.40	
2019	5	19	6354826	Path of Life	03T	LMC	\$85,732.56	
2019	5	19	6390057	Path of Life	03T	LMC	\$24,406.39	
2019	5	19	6415594	Path of Life	03T	LMC	\$24,470.86	
					03T	Matrix Code 03T	\$134,609.81	
2019	6	20	6390057	Family Services Association	05A	LMC	\$30,457.01	
2019	6	20	6415594	Family Services Association	05A	LMC	\$9,542.99	
					05A	Matrix Code 05A	\$40,000.00	
2019	3	17	6415594	Owner-Occupied Housing Rehabilitation Grants	14A	LMH	\$10,000.00	
					14A	Matrix Code 14A	\$10,000.00	
2019	4	18	6390057	Housing Rehabilitation Administration	14H	LMH	\$12,750.00	
					14H	Matrix Code 14H	\$12,750.00	
Total							\$1,511,964.74	2

2. Total excludes FY19/20 expenditure of \$81,547.59 for Act#15 (Pavement Rehabilitation) that was drawn down and accrued to FY 20/21. Adjustment to "Total Expenditures" has been made - See Footnote #1.

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	5	19	6354826	Path of Life	03T	LMC	\$85,732.56
2019	5	19	6390057	Path of Life	03T	LMC	\$24,406.39
2019	5	19	6415594	Path of Life	03T	LMC	\$24,470.86
					03T	Matrix Code 03T	\$134,609.81
2019	6	20	6390057	Family Services Association	05A	LMC	\$30,457.01
2019	6	20	6415594	Family Services Association	05A	LMC	\$9,542.99
					05A	Matrix Code 05A	\$40,000.00
Total							\$174,609.81

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

[illegible]

Attachment 3

Summary of Analysis of Impediments to Fair Housing Choice



City of
JURUPA VALLEY
California

***Summary & Recommendations
Analysis of Impediments to
Fair Housing Choice 2019-2023***

Final - December 5, 2019

**City of Jurupa Valley
City Manager's Office
8930 Limonite Avenue
Jurupa Valley, CA 92509**



Summary and Recommendations

The Jurupa Valley AI evaluates a wide range of housing issues and potential barriers to fair housing. The following section builds upon this analysis, outlines conclusions, and provides recommendations for the City and its community partners to address identified impediments to fair housing choice.

Summary of Conclusions/Findings

The following summarizes the key findings from the AI:

Community Profile

- In 2017, over one-quarter of the City's population was under the age of 18 years and almost 10 percent was 65 years and over. These two age groups are an indicator of the reliance of **children and senior citizens** on the working age population, also known as the dependency ratio. Lower the dependency ratio, the lesser the "burden" is on a community's working age residents. Jurupa Valley's dependency ratio is 0.59 as compared to a countywide of 0.65, and thus, faces a lesser burden on working age residents.
- The **Hispanic ethnic population** represent over two-thirds of the City's total population, which is higher than the countywide total of 48 percent. All minority groups in the City account for over three-quarters of the City total population.
- The majority (52%) of Jurupa Valley households spoke Spanish as their primary language. Sixteen percent of these **Spanish-speaking households** had limited English proficiency and are considered linguistically isolated. Although smaller in number, households that spoke Asian/Pacific Islander languages as their primary language, had the largest degree of linguistic isolation at 21 percent.
- The **Section 8 Housing Voucher Program** administered by the Housing Authority of Riverside County (HARC) assisted 344 low-income renters living in Jurupa Valley. The majority of these renters are senior and/or disabled households. The Hispanic population is under represented in the program. Approximately one-quarter of the voucher holders identified as Hispanic; however, the Hispanic ethnic population represents two-third of the City's total population. In 2018, approximately 1,700 households were on the waitlist for federal rental assistance.
- **Seniors** (age 65+) represent 9.4 percent of Jurupa Valley's population. Some of the characteristics of elderly residents included: limited mobility; increased medical attention due to health complications; and, restricted fixed income, such as Social



Security, pension programs and retirement income. Many elderly people also have difficulty completing normal, everyday tasks without assistance. The 2013-2017 ACS data estimate that approximately two-thirds of the Jurupa Valley's elderly had ambulatory difficulty, which is the highest percentage of the six disability categories classified by the U.S.

- The number of Jurupa Valley residents age 18 and older with some type of **disability** totaled about 11 percent of the City's total population of the same age group. The top three disabilities among persons age five and older include those with ambulatory difficulty, independent living difficulty, and cognitive difficulty. It was estimated that approximately two-thirds of the City's elderly population had ambulatory difficulty.
- Over one-half of the homes in Jurupa Valley are about 40 years and older. This compares to about one-third of the homes countywide. In general, homes built more than 30 years ago are likely to require structural renovation and increased maintenance, resulting in greater costs for the owner. **Older homes** can also create health and safety problems for occupants, as many deteriorated structures often do not meet current building code standards and lack safety features such as fire suppression, home security devices, and seismic safety retrofits. In addition, there are greater lead-based paint related health risks.
- The **2019 Point-In-Time Homeless Count** reported there were 139 unsheltered homeless individuals counted in the City of Jurupa Valley. Over one-half of homeless person were White and about one-third Hispanic (many of the Hispanics were also considered White). Over one-third were chronically homeless, 15 percent had a mental health condition, and over one-quarter had a physical or developmental disability. No children or families with children were interviewed in the count.
- The average household size in Jurupa Valley was 4.0 as compared to 3.3 countywide. About 30 percent of the City's households were considered **large households** (5 or more persons per household). Large households are a special needs group because of the lack of available affordable housing of adequate size. To save for necessities such as food, clothing, transportation, and medical care, lower- and moderate-income large households may reside in smaller units, resulting in overcrowding.
- **Overcrowding** (defined as more than one person per room) occurred in 11 percent of the City's total occupied units and severe overcrowding (more than 1.5 persons per room) occurred in five percent of the total occupied units. More overcrowding occurred in rental units than owner-occupied units. This indicates the need for larger rental units and/or more rental subsidies to allow large households to afford adequately sized units.
- The most prevalent housing problem facing Jurupa Valley households was **overpayment on housing cost**. A household is considered to be overpaying for housing if housing costs (rent plus utilities) make up more than 30 percent of the household's gross monthly income. Overpaying occurred with 41 percent of the total occupied units. Renter households tended to overpay more for housing than owners occupied households.



Fair Housing Profile

- **Fair housing education and outreach** to housing providers and owners is provided through the Fair Housing Council of Riverside County (FHCRC), the California Apartment Owner's Association (CAA), and for properties with Section 8 rent vouchers, the Housing Authority of the County of Riverside (HACR). Given the characteristics of Jurupa Valley's apartment stock as predominately older and in smaller complexes, a large segment of the City's rentals are not managed by professional management companies and small "mom and pop" managers may not be trained in fair housing laws. As small property managers/owners are typically the primary violators of fair housing laws, targeted outreach to this group by the FHCRC remains critical.
- Consistent with state and national trends, the **leading basis of discrimination complaints** in Riverside County over the past five years (7/2013-6/2018) are as follows: physical disability (51%), mental disability (12%), race (10%), familial status (8%), national origin (7%), and sex (3%). In Jurupa Valley's first year contracting with FHCRC, 21 discrimination cases were opened, including 16 related to physical disability, and one case based on each of the following protected classes: mental disability, race, familial status, sex and age. It will be important to monitor discrimination complaints in the City over time to more fully assess patterns and to appropriately tailor FHCRCs outreach.
- There is a gap in understanding by many landlords about the requirements under the Federal fair Housing Act to provide **reasonable accommodation or reasonable modifications** for persons with disabilities. Lack of understanding of these Federal requirements is a leading reason why persons with disabilities encounter discrimination when seeking housing or attempting to maintain their housing.
- **Hispanics** comprise over two-thirds of Jurupa Valley's population, yet reflect less than half of the landlord/tenant calls received by the FHCRC over the past year. This could indicate the City's Hispanic population is not fully aware of the landlord/tenant services available to them.

Public Sector Impediments

- There is currently no mechanism specified in the Zoning Code to allow **reasonable accommodation exceptions** to zoning requirements for individuals with disabilities. This process should be placed in the Code to ensure that it is formalized and consistently applied.
- The narrow **definition of "family"** in the City's Zoning Code could potentially be used to limit unrelated persons from residing together in single-family zones. In order to provide greater clarity and eliminate any potential constraint to non-traditional households, the City should update this definition consistent with State law.
- Providing development opportunities for a **variety of housing types** helps to address the diverse range of housing needs present in a community. Senior citizens, persons with



disabilities, veterans, and persons suffering from homelessness, among others, may require non-traditional housing types. As required under state and federal law, Jurupa Valley's Zoning Code needs to be amended to better facilitate the following types of housing: residential care facilities, SROs, transitional and supportive housing, emergency homeless shelters, and farm worker/employee housing.

- Based on the affordability gap analysis conducted in the City's Housing Element, market rents in Jurupa Valley are beyond the level of affordability of lower income (<80% AMI) households, and housing sales prices are beyond the level of affordability of moderate income (<120% AMI) households. Local tools including **inclusionary zoning and density bonuses** can be used to facilitate the production of units affordable to low- and moderate-income households, and further goals for economic integration.

Private Sector Impediments

- The **approval rate for home purchase loans** in Jurupa Valley in 2017 was below the Countywide average by 3.5% (84.5% compared to 88.0% for Riverside County). In general, all nearby counties had similar home purchase approval rates.
- **Mortgage loan denial rates** in Jurupa Valley were higher than Riverside County. The lowest denial rates in Jurupa Valley were among Hawaiian/Pacific Islanders (7.1%), followed by Asians (13.5%), and Whites (14.2%). Denial rates of Hispanics were at 15.0%, with African Americans having the highest denial rates at 27.5%. Countywide loan denial rates were higher among African Americans (16.2%), Hispanic (12.4%) and Asian (13.0%) applicants than Whites (11.0%).
- **Census tracts 402.02, and 406.07** have approximately half of all African American loan denials during the past five-year period (2013-2017). These two areas are in census tracts that are in middle and upper income levels of Jurupa Valley. The two census tracts are in diverse sections of the City and not in areas with high minority racial percentages. The City should continue to monitor loan denial rates in these census tracts and discuss concerns with the community's major mortgage lenders. Though, it should be noted that while Citywide, African Americans make up 3.0 percent of the population in 2017 African Americans comprised 3.8 percent of home purchase loans in 2017.
- **Realtors and Property Managers** participating in the City's AI outreach efforts were not aware of any discriminatory practices in Jurupa Valley.
- **City and Other Staff** that has extensive contact with residents of Jurupa Valley, in departments such as City Planning, Development Services/Economic Development, Engineering, Building and Safety, and Police (Riverside Sheriff's Department) were not aware of any discriminatory practices in Jurupa Valley. They had not received any complaints from residents.



Recommended Actions to Address Impediments

Recommendations are organized by activity type as outlined in HUD's 1998 Fair Housing Planning Guide. The recommendations listed below are primarily implemented by the Fair Housing Council of Riverside County (FHCRC), with coordination and oversight by the City's Development Services Department.

1. Education and Outreach Activities

Action 1.1: In partnership with the FHCRC, conduct multi-faceted fair housing outreach to Jurupa Valley tenants, landlords, property owners, realtors, and property management companies. Methods of outreach will include workshops, informational booths at community events, presentations to civic leaders and community groups, public service announcements, and distribution of multi-lingual fair housing literature. Ensure the Hispanic community is provided with accessible information on available fair housing and landlord/tenant services.

Action 1.2: Ensure the FHCRC conducts focused outreach and education to small property owners/landlords on fair housing, and reasonable accommodation and reasonable modification issues in particular. FHCRC will continue to conduct property manager trainings on a regular basis, targeting managers of smaller properties, and promote the California Certified Resident Manager program offered through the California Apartment Association.

Action 1.3: Encourage the FHCRC and Housing Authority of Riverside County work to enhance access to services and housing for residents with limited English proficiency. For the federal CDBG program, the City will provide public notices in English and Spanish, and ensure translators are available at public meetings.

Action 1.4: Contact the Housing Authority of Riverside County (HARC) regarding the apparent under-representation of Hispanic households in the Housing Choice Voucher program. As warranted, request that HARC conduct targeted outreach as defined in its Administrative Plan.

2. Enforcement Activities

Action 2.1: Continue to provide investigation and response to allegations of illegal housing discrimination through the FHCRC. For cases that cannot be conciliated, the FHCRC will refer case to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.



Action 2.2: On an annual basis and in coordination with the FHCRC, review discrimination complaints to assess Jurupa Valley trends and patterns over time, and tailor fair housing education and outreach accordingly.

Action 2.3: Continue to work with FHCRC to provide general counseling and referrals over the phone regarding tenant-landlord issues.

3. Monitoring Lending, Housing Providers, and Local Real Estate Practices

Action 3.1: City shall contract with an organization to assist in monitoring mortgage loan denial rates among African American households and in census tracts 402.02, and 406.07 that have had approximately half of all African American loan denials during the past five years through annual review of Home Mortgage Disclosure Act (HMDA) data. As warranted, contact the City's major mortgage lenders to discuss the City's concerns.

Action 3.2: City may contract with an organization to help protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.

Action 3.3: City may contract with an organization to help coordinate with local realtors and conduct outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties. The Jurupa Valley Chamber of Commerce, which has members that are realtors and real estate lenders, could be a key organization to contact for this Action.

Action 3.4: Through the Fair Housing Council of Riverside County (FHCRC), monitor on-line advertising of rental housing for fair housing violations on a quarterly basis, investigate if warranted, and refer to California Department of Fair Employment and Housing (DFEH) for possible enforcement. Take steps to encourage the Press Enterprise to publish a Fair Housing Notice and a "no pets" disclaimer in the For Rent Classified section.

Action 3.5: Continue to include non-discriminatory and fair housing language in all City affordable housing contracts and agreements.

4. Land Use Policies to Affirmatively Further Fair Housing

Action 4.1: Develop formal, written procedures for reasonable accommodations and modifications to facilitate accessibility improvement requests through modifications in zoning, building codes, and permit processing.

Action 4.2: In order to eliminate potential impediments to housing choice for non-traditional households, update the definition of "family" in the Zoning Code to remove: 1) any reference to the number of persons that can be considered a "family," and 2) any reference to how members of a "family" are to be related.

Action 4.3: Amend the Zoning Code to specify provisions for small (6 or fewer) licensed residential care facilities consistent with the Lanterman Act.



Action 4.4: As a means of expanding housing choice for extremely low income renters, including persons with disabilities and veterans, amend the Zoning Code to include provisions for single room occupancy units (SROs).

Action 4.5: Amend the Zoning Code to include provisions for transitional and supportive housing in all zone districts where other residential uses are permitted and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Action 4.6: Continue to accommodate emergency homeless shelters as a permitted use in the Industrial Park (I-P) zone. Eliminate the current distance requirements for emergency shelters that extend beyond the basic 300-foot distance between two shelters as permitted by SB 2.

Action 4.7: Amend the Zoning Code for consistency with the California Employee Housing Act which requires that housing for six or fewer employees be treated as a regular residential use.

Action 4.8: Amend the Zoning Code to eliminate the requirement for discretionary review for multi-family development in multi-family residential zones to better facilitate permit processing for projects that conform to the General Plan and Zoning Ordinance development standards.

5. Increasing Geographic Choice in Housing

Action 5.1: While housing affordability is not a fair housing issue per se, providing a variety of housing opportunities can help lessen the likelihood of housing discrimination by increasing the supply. Jurupa Valley will facilitate the provision of affordable housing throughout the community through: 1) available financial assistance; 2) flexible development standards; 3) density bonuses; and 4) consideration of development fee waivers.

Action 5.2: Implement the new Mixed Use Overlay and Town Center Overlay land use designations established as part of the City's General Plan, and designate additional sites Highest Density Residential (HHDR) to provide expanded areas for higher density residential development. Work with the Riverside County Housing Authority, housing non-profits and housing developers to identify specific sites for developing housing suitable to very low income households, including seniors, disabled persons, veterans, farm workers and the homeless.

Action 5.3: Continue to implement and update the existing Inclusionary Housing Program (IHP) previously administered by the County of Riverside.

Action 5.4: Update the City's Zoning Code to reflect current State density bonus law to better facilitate the provision of mixed income housing.

Attachment 4

Public Notice and Summary of Public Comments

**PUBLIC NOTICE OF 15-DAY PUBLIC COMMENT PERIOD
AND PUBLIC HEARING TO BE HELD BY THE
CITY OF JURUPA VALLEY
REGARDING SUBMISSION OF THE 2019-2020
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

NOTICE IS HEREBY GIVEN that the City of Jurupa Valley City Council will hold a public hearing and public comment period regarding the approval and submission of the City's 2019-2020 Consolidated Annual Performance Report (CAPER) for expenditures of Community Development Block Grant (CDBG) funds.

The City of Jurupa Valley is a recipient of CDBG funds, awarded to the City by the U. S. Department of Housing and Urban Development (HUD). In order to receive CDBG funds, the City is required to prepare a multi-year strategic plan known as the Consolidated Plan. Subsequently, at the beginning of each year, the City prepares a one-year expenditure plan outlining the planned use of CDBG funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER). The 2019-2020 CAPER covers the period of July 1, 2010, through June 30, 2020, and provides a summary of activities undertaken with CDBG funds during the report period.

15-Day Public Comment Period

The required 15-day public comment period for the 2019-2020 CAPER will commence November 4, 2020 and will end November 19, 2020. The draft document will be available for public review at the following locations Monday through Friday, 8 AM to 5 PM:

- Jurupa Valley City Hall – 8930 Limonite Avenue
- Riverside County Library Louis Rubidoux Branch - 5840 Mission Blvd.
- Riverside County Library Glen Avon Branch - 9244 Galena St.

The draft CAPER will also be posted on the City's website (www.jurupavalley.org/CDBG). Written comments regarding the draft CAPER may be submitted to the attention of Sean McGovern at the City Hall address. All written comments must be received by the City no later than 12 PM November 19, 2020.

Public Hearing

The City is also required to hold a public hearing to obtain additional public comments regarding the 2019-2020 CAPER. The City of Jurupa Valley City Council will hold a public hearing on Thursday, November 19, 2020, for this purpose. The hearing will be held in the City Council Chambers. The City Council meeting will be held at 7 PM or soon thereafter. For additional information regarding the hearing (including reasonable requests for special accommodations for persons with disabilities), please contact Sean McGovern at (951) 332-6464 Ext. 249.

The agenda report for this item will be available on or before Monday, November 16, 2020 on the City's website at www.jurupavalley.org. Additionally, a copy of the report may be obtained at City Hall during normal business hours, Monday through Friday, 8 AM – 5 PM. It is recommended that you contact City Hall to ensure a copy of the report is available for distribution. For further information you may wish to call City Hall at (951) 332-6464.

If you wish to challenge the City's decision in court, the challenge will be limited only to those issues you or someone else raised at the public hearing, prior to the public hearing, or in written correspondence delivered to the City Clerk's Department, prior to, the public hearing described in this notice.

Sean McGovern, Senior Management Analyst

**(Comments to be added after November 19, 2020 Public Hearing at Jurupa
Valley City Hall)**

City of Jurupa Valley

STAFF REPORT

DATE: NOVEMBER 19, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 17.A

**DISCUSSION OF A COMPREHENSIVE REVISION TO THE PROVISIONS
OF THE CITY'S ZONING CODE REGULATING ALCOHOL SALES (AT
THE REQUEST OF MAYOR PRO TEM LORENA BARAJAS)**

RECOMMENDATION

That the City Council discuss a comprehensive revision to the provisions of the City's Zoning Code regulating alcohol sales and, if appropriate, direct Staff to prepare revisions to the Code concerning alcohol sales.

ANALYSIS

Mayor pro Tem Lorena Barajas has requested that the Council consider directing the Staff to revise the City's Zoning Ordinance relating to alcohol sales. The Council has held many public hearings concerning applications for retail alcohol sales. During these hearings, the Council has also discussed potential modifications to the various sections of the Jurupa Valley Municipal Code regulating retail alcohol sales permits. A starting point for the discussion of a comprehensive retail alcohol sales ordinance is the "Alcohol Sales and Deemed Approved Alcohol Sales Regulations Ordinance" adopted by the City Council of the City of El Cajon, a copy of which is attached to this Staff Report.

The El Cajon alcohol sales ordinance differs from the current Jurupa Valley alcohol sales ordinance in three ways.

1. The El Cajon ordinance regulates "on-sale" alcohol uses as well as "off-sale" alcohol uses. On-sale uses are bars, restaurants serving alcoholic beverages on the site of the business. Off-sale uses are defined as markets, mini-marts, liquor stores or where alcohol is purchased on the site of the business but not consumed there.
2. The El Cajon ordinance regulates "deemed approved" alcohol uses. Deemed approved alcohol uses means any existing alcohol use that has: 1) not previously been subject to permit regulations in the past, "legally non-conforming;" or 2) is not in compliance with previously issued permits for the alcohol use. Special operational

standards for “deemed approved alcohol uses” are similar to the ones for new alcohol sales uses and are designed to mitigate public nuisances and dangers to the community. (Pages 15-16).

3. The El Cajon ordinance establishes specific performance and operating standards for all alcohol sales uses in order to control dangerous or environmental effects of alcohol uses. Most are similar to standards Jurupa Valley has imposed as conditions of approval on off-site alcohol sales uses. All performance and operating standards are actually set forth in the ordinance, including:

- A. Conditional Use Permits for new on-sale and off-sale alcohol sales uses with detailed findings for approval (page 10). Planning Commission would be required to find that the proposed alcoholic beverage sales activity will not: 1) aggravate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, alcoholic beverage sales to minors, noise and littering; 3) detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverages sales activity establishments; and 3) be located in what has been determined to be a high-crime area or where a disproportionate number of police service calls occur.
- B. Separation and distancing requirements for businesses engaged in on-sale or off-sale retail sales of alcoholic beverages (pages 6 and 11). Off-sale alcohol sales business must be at least 600 feet from residentially zoned properties, public or private schools, health care facilities, religious facilities and parks, and playgrounds. On-sale alcohol uses must be separated by 1,000 feet of another on-sale use and 600 feet from residentially zoned properties, public or private schools, health care facilities, religious facilities and parks, and playgrounds.
- C. Other operational requirements are similar to those imposed as conditions of approval by the Jurupa Valley Planning Commission, including limitations on bottle/can size, lighting, training, signs, window displays, training, no nuisance activities on site or in close proximity to the site, on-going obligation to mitigate alcohol related problems, complaint response community relations program, upkeep and operating characteristics are compatible with, and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, and no displays within 5 feet of a door.
- D. Revocation procedures and detailed findings for revocation of permits for on-sale and off-sale retail sales of alcoholic beverages (page 13);

- E. Procedures for investigating violations of the Ordinance and determining appropriate punishment or remediation (page 14); and
- F. Application, regulation and inspection fees for businesses engaged in retail alcoholic beverage sales (page 22).

Council may direct Staff to begin work on the revisions to the Jurupa Valley alcohol retail sales regulations or it may request Staff to bring the El Cajon ordinance back to the Council for further discussions before the Staff begins work.

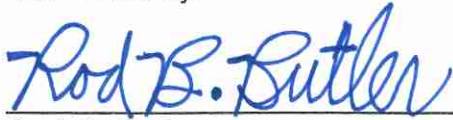
FINANCIAL IMPACT

While the El Cajon ordinance is an excellent retail alcohol sales regulation ordinance, a significant amount of Staff time will be required to modify and delete existing sections of the Jurupa Valley Zoning Code in order to integrate its provision into the code.

ALTERNATIVES

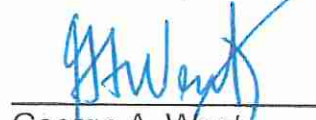
1. Direct Staff to prepare the comprehensive revisions to the Zoning Code relating to alcohol sales and provide Staff with any comments concerning areas of special concern or interest of the Council.
2. Deny the request for revisions to the Zoning Code relating to alcohol sales.
3. Request further information from Staff.
4. Continue the matter to provide more time for Council discussion.

Submitted by:



Rod B. Butler
City Manager

Reviewed by:


George A. Wentz
Deputy City Manager

Reviewed by:



Peter M. Thorson
City Attorney

Reviewed by:


Thomas G. Merrell
Planning Director

Reviewed by:


Keith Clarke
Building Department Director

Attachment:

1. El Cajon "Alcohol Sales and Deemed Approved Alcohol Sales Regulations Ordinance."

CITY OF EL CAJON MUNICIPAL CODE

CHAPTER 17.210 ALCOHOL SALES AND DEEMED APPROVED ALCOHOL SALES REGULATIONS

17.210.010 Short title.

This chapter shall be known as the “Alcohol Sales and Deemed Approved Alcohol Sales Regulations Ordinance.” (Ord. 4994 § 3, 2013)

17.210.020 Purpose.

The purpose of this chapter is to list regulations pertaining to the establishment and conduct of alcohol sales in the city under simplified headings.

This chapter requires land use permits for newly established alcoholic beverage sales activities, confers deemed approved status for all existing permitted, conditionally permitted and legal nonconforming off-sale alcoholic beverage sales activities, provides standards for the continued operation of alcoholic beverage sales establishments, sets forth grounds for the modification, revocation and termination of conditional use permits and deemed approved status for establishments violating this chapter, and provides a hearing process to review violations of the standards contained in this chapter in order to protect the general health, safety, and welfare of the residents of the city of El Cajon and to prevent nuisance activities where alcoholic beverage sales occur.

Specific purposes for enacting this chapter are as follows:

- A. To protect residential, commercial, industrial and civic areas from the harmful effects attributable to the sale of alcoholic beverages and minimize the adverse impacts of nonconforming and incompatible uses;
- B. To provide opportunities for alcoholic beverage sales establishments to operate in a mutually beneficial relationship to each other and to other commercial and civic services;
- C. To provide mechanisms to address problems associated with the public consumption of alcoholic beverages such as litter, loitering, graffiti, unruly behavior, violence, vandalism, and escalated noise levels;
- D. To provide that alcoholic beverage sales establishments are not to become the source of undue public nuisances in the community;
- E. To provide for properly maintained alcoholic beverage sales establishments so that the secondary effects of negative impacts generated by these activities on the surrounding environment are mitigated;
- F. To monitor deemed approved establishments to ensure they do not substantially change in mode or character of operation; and
- G. To promote a healthy and safe business environment in the city of El Cajon through appropriate and consistent land use regulations and to encourage the establishment of businesses that will benefit both the local economy and residents while not placing an undue strain on city resources or surrounding businesses.

This chapter alone does not allow or permit alcoholic beverage sales activities, but only applies to these activities where otherwise allowed or permitted within an involved applicable zoning district. The provisions of this ordinance are intended to complement the state of California alcohol-related laws. The city does not intend to replace or usurp any powers vested in the California Department of Alcoholic Beverage Control. (Ord. 4994 § 3, 2013)

17.210.030 Applicability.

- A. The provisions of this chapter shall apply to the extent permissible under other laws to all alcoholic beverage sales establishments, as defined in Section 17.210.040, located in the city of El Cajon that sell alcoholic beverages for on- or off-site consumption.
- B. Whenever any provision of the alcohol sales and deemed approved alcoholic beverage sales regulations, and any other provision of law, whether set forth in these regulations, in an existing conditional use permit, or in any other law, ordinance, or regulations of any kind, imposes overlapping or contradictory regulations, or contain restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards shall control, except as otherwise expressly provided in the alcohol sales and deemed approved alcohol sales regulations. (Ord. 4994 § 3, 2013)

17.210.040 Definitions.

The meaning and construction of these words and phrases, as set forth below, shall apply throughout, except where the context clearly indicates a different meaning or construction.

- A. **“Alcoholic beverage”** means alcohol, spirits, liquor, wine, beer, and any liquid or solid containing alcohol, spirits, wine, or beer, that contains one-half of one percent or more of alcohol by volume and that is fit for beverage purposes either alone or when diluted, mixed or combined with other substances, the sale of which requires an ABC license.
- B. **“Alcoholic beverage production”** means manufacturing of alcoholic beverages. A brewery, micro-brewery, winery or distillery are each examples of alcoholic beverage production manufacturers.
- C. **“Alcoholic beverage sales activity”** means the retail sale of alcoholic beverages for on-site or off-site consumption.
- D. **“Alcoholic beverage sales establishment”** means an establishment where an alcoholic beverage sales activity occurs. Alcoholic beverage sales establishments include but are not limited to the following recognized types of establishments: liquor stores, beer and wine stores, convenience markets, markets, neighborhood specialty food markets, retail sales establishments, wine shops, service stations, taverns, clubs, cocktail lounges, ballrooms, cabarets, dance bars, piano bars, billiard or game parlors, bowling alleys, nightclubs, dance halls, cafés, bars, restaurants with bars, full-service restaurants, fast food establishments, and breweries. For purposes of this chapter, an “alcoholic beverage sales establishment” also includes a general retail store, a grocery store and a retail pharmacy that devotes any percentage of its gross floor area to the sale and display of alcoholic beverages.
- E. **“California Department of Alcoholic Beverage Control”** or **“ABC”** refers to the department of the state of California empowered to act pursuant to Article 20, section 22, of

the California Constitution and authorized to administer the provisions of the Alcoholic Beverage Control Act.

F. **“Conditions of approval”** means all requirements that must be carried out by the owners engaged in the activity of: (1) a new alcoholic beverage sales activity to exercise a land use permit; or (2) an existing permitted, conditionally permitted, or legal nonconforming alcoholic beverage sales activity in order to comply with deemed approved performance standards and to retain its deemed approved status.

G. **“Deemed approved activity”** means any existing permitted or conditionally permitted alcoholic beverage sales activity (as defined in subsection (P), below), or any legal nonconforming alcoholic beverage sales commercial activity (as defined in subsection (J), below). Such activity shall be considered a deemed approved activity effective November 1, 2013 as long as it complies with the deemed approved performance standards set forth in Section 17.210.230.

H. **“Deemed approved status”** means the permitted use of land for a deemed approved activity. Deemed approved status replaces permitted and conditionally permitted status (to the extent the establishment is not already required to meet all of the operational standards established in this chapter), and legal non-conforming status for off-sale alcohol establishments with respect to alcoholic beverage sales commercial activity and remains in effect as long as it complies with the deemed approved provisions and performance standards.

I. **“Enforcement officer”** means the city manager or designee, and chief of police or designee.

J. **“Hip flask”** means a small flask for potable liquids of a kind designed so that it may be carried in a hip pocket.

K. **“Illegal activity”** means an activity, which has been finally determined to be in noncompliance with local, state or federal laws, the conditions of any applicable permits, or the deemed approved provisions and performance standards in this chapter. Such an activity may lose its deemed approved status, and if it does it shall no longer be considered a deemed approved activity.

L. **“Legal nonconforming alcoholic beverage sales commercial activity”** or **“legal nonconforming activity”** means an off-sale alcoholic beverage sales commercial activity which was a nonconforming use pursuant to Chapter 17.120, and for which a valid state of California Alcoholic Beverage Control license had been issued and used in the exercise of the rights and privileges conferred by the license at a time immediately prior to November 1, 2013. A “legal nonconforming alcoholic beverage sales commercial activity” or “legal nonconforming activity” includes all beverage sales activities of existing off-sale alcoholic beverage establishments that are not in conformance with the regulations applicable to new off-sale alcoholic beverage establishments contained in this chapter, regardless of whether such activities were allowed as part of a conditional use permit granted prior to November 1, 2013. Such an activity shall be considered a deemed approved activity and shall no longer be considered a legal nonconforming activity.

M. **“Modify”** or **“modified”** as used in Sections 17.210.070, 17.210.100 and 17.210.130 of this chapter means the expansion or increase in intensity or substantial change of a use, as these terms are used in Chapter 17.120 of this title.

N. **“Off-sale alcoholic beverage establishment”** means an establishment that conducts retail sales of alcoholic beverages for consumption off the premises where sold. For purposes of this chapter, an “off-sale alcoholic beverage establishment” does not include a lawfully established alcohol beverage production manufacturer such as a winery, brewery or micro-brewery that sells alcohol for off-site consumption.

O. **“On-sale alcoholic beverage establishment”** means an establishment that conducts retail sales of alcoholic beverages for consumption on the premises where sold.

P. **“Operational standards”** means regulations for the business practice activities and land use for locations with a conditional use permit issued in conformance with the regulations in this chapter on or after November 1, 2013 or those further requirements imposed on off-sale alcoholic beverage establishments to achieve the purposes of this chapter. Operational standards constitute requirements which must be complied with by an establishment in order to maintain its conditional use permit or deemed approved status.

Q. **“Performance standards”** means regulations for the business practice activities and land use for locations with deemed approved status, in whole or in part, or those further requirements imposed to achieve the purposes of this chapter. Performance standards constitute requirements which must be complied with by an off-sale alcoholic beverage establishment in order to retain its deemed approved status.

R. **“Permitted or conditionally permitted alcoholic beverage sales commercial activity”** or **“permitted or conditionally permitted activity”** means an off-sale alcoholic beverage sales commercial activity which is a permitted or conditionally permitted activity pursuant to Chapter 17.210 and other applicable provisions of the El Cajon Municipal Code prior to November 1, 2013, and for which a valid state of California Alcoholic Beverage Control license has been issued and was used in the exercise of the rights and privileges conferred by the license at a time immediately prior to November 1, 2013. A “permitted or conditionally permitted alcoholic beverage sales commercial activity” or “permitted or conditionally permitted activity” includes all alcoholic beverage sales activities of any existing off-sale alcoholic beverage establishment that are not in conformance with the regulations applicable to new off-sale alcoholic beverage establishments contained in this chapter, regardless of whether such activities were allowed as part of a conditional use permit granted by the planning commission or otherwise allowed as permissible activities associated with the establishment’s permitted use, prior to November 1, 2013. To the extent that the activity is not in conformance with this chapter, it shall be considered a deemed approved activity.

S. **“Premises”** means the actual space in a building devoted to alcoholic beverage sales.

T. **“Redeveloped”** means the demolition of an existing off-sale alcoholic beverage establishment (whether conducting permitted or conditionally permitted activities or deemed approved activities) followed by the immediate reconstruction and operation of a replacement off-sale alcoholic beverage establishment.

U. **“Restaurant”** means a bona fide eating place whose predominant function is the service of food and where on-sale of alcoholic beverages is incidental or secondary. (Ord. 5033 § 38, 2015)

17.210.050 Public hearing by planning commission.

The planning commission may conduct public hearings and make determinations on whether alcoholic beverage sale establishments are in compliance with conditions of approval, operational standards, or deemed approved performance standards prescribed in these regulations, and may modify, suspend or revoke an establishment's conditional use permit or deemed approved status in order to obtain the compliance of the particular establishment with the provisions of this chapter. This section is not intended to restrict the powers and duties otherwise pertaining to other city officers or bodies in the field of monitoring and ensuring the harmony of alcoholic beverage sale activities in the city. The planning commission shall have the powers and duties assigned to them by the El Cajon Municipal Code and by this chapter. (Ord. 4994 § 3, 2013)

17.210.060 Inspection and right of entry.

The sale of alcoholic beverages is a closely regulated industry. The officials responsible for enforcement of the El Cajon Municipal Code or other ordinances of the city or their duly authorized representatives may enter on any site or into any structure open to the public for the purpose of investigation provided they shall do so in a reasonable manner whenever they have cause to suspect a violation of any provision of this ordinance or whenever necessary to the investigation of violations to the conditions of approval, operational standards, or deemed approved performance standards prescribed in these regulations. If an owner, occupant or agent refuses permission to enter, inspect or investigate, premises which are not open to the public, the officials or their representatives may seek an inspection warrant under the provisions of California Code of Civil Procedure section 1822.50 et seq. All such inspections shall be conducted in compliance with the Fourth Amendment to the United States Constitution. (Ord. 4994 § 3, 2013)

17.210.070 New, modified, or redeveloped off-sale alcohol establishment standards.

Except as otherwise provided in this chapter, no person shall establish a new off-sale alcoholic beverage establishment, nor shall any person modify or redevelop an existing off-sale alcoholic beverage establishment, in violation of Section 17.120.030 of this title or an applicable conditional use permit without first obtaining a conditional use permit in the manner provided by this chapter. Furthermore, the standards contained in Sections 17.210.080 through 17.210.120 require new off-sale alcoholic beverage establishments, as defined in this chapter, to secure a conditional use permit in the manner provided in this chapter in order to lawfully engage in the sale of alcoholic beverages from premises located in the city of El Cajon; and require such establishments to manage such premises in accordance with the requirements of such permit, including operational standards and any conditions of approval incorporated as conditions of the permit. (Ord. 4994 § 3, 2013)

17.210.080 Conditional use permit required.

- A. Except as provided in subsections B and C, below, all alcoholic beverage establishments to which this chapter is applicable shall obtain a conditional use permit

pursuant to Chapter 17.50 of this title and satisfy all pertinent conditions prior to engaging in any alcoholic beverage sales activity.

B. Unless otherwise required by this chapter, a conditional use permit shall not be required of an alcoholic beverage establishment consisting of a general retail store, a grocery store, or a retail pharmacy, which has (1) at least ten thousand (10,000) square feet of gross floor space, and (2) a maximum of ten percent (10%) of the gross floor area devoted to the sales and display of alcoholic beverages. A conditional use permit shall not be required of an alcoholic beverage production manufacturer with an accessory tasting room. An alcoholic beverage establishment exempt from the requirement of a conditional use permit pursuant to this subsection is deemed to have been approved to conduct alcoholic beverage sales commercial activity subject to the terms and conditions of a conditional use permit required under this chapter provided, however, that if it is found to be in violation of this chapter such an exempt establishment may lose its exemption and be required to obtain a conditional use permit as set forth in section 17.210.260.

C. All new on-sale alcoholic beverage establishments in the Regional Commercial (C-R) zone shall obtain a minor use permit pursuant to Chapter 17.57 of this title to satisfy all pertinent conditions prior to engaging in any alcoholic beverage sales activity. (Ord. 5081 § 25, 2019.)

17.210.090 Distance requirements—applicable to new off-sale alcoholic beverage sales activities.

A. No new off-sale alcoholic beverage establishment shall be located within 600 feet of residentially zoned property, public or private schools, health care facilities, religious facilities, and parks or playgrounds, except:

1. A general retail store, or grocery store, or retail pharmacy with greater than 10,000 square feet of gross floor area and a maximum of 10 percent of the gross floor area devoted to the sale and display of off-sale alcoholic beverages; or
2. A convenience market with a maximum of 10 percent of the retail display area devoted to the sale and display of alcoholic beverages, limited to off-sale beer and wine, non-fortified products only. Retail display area includes all floor area within the establishment that is accessible and within view of customers, including aisles, and floor area occupied by shelves, counters, and refrigerator coolers.

B. For purposes of this section, distances shall be measured between the closest property lines of the affected locations. (Ord. 4994 § 3, 2013)

17.210.100 Operational standards—applicable to new, modified, or redeveloped off-sale alcoholic beverage sales activities.

A. All new, modified, or redeveloped off-sale alcoholic beverage sales activities shall be designed, constructed, and operated to conform to all of the following operational standards:

1. That it does not result in adverse effects to the health, peace or safety of persons residing or working in the surrounding area.

2. That it does not jeopardize or endanger the public health or safety of persons residing or working in the surrounding area.
3. That it does not result in repeated nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.
4. That it complies with all provisions of local, state or federal laws, regulations or orders, including but not limited to those of the California Department of Alcoholic Beverage Control, California Business and Professions Code sections 24200, 24200.6, and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders. This includes compliance with annual city business license fees.
5. That its upkeep and operating characteristics are compatible with, and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood.
6. That it complies with the following alcohol sale limitations:
 - a. No wine shall be displayed, sold or given away in containers of less than seven hundred fifty (750) milliliters, except multipack containers of wine, and multipack wine coolers containing no more than six percent (6%) alcohol by volume.
 - b. No wine shall be displayed, sold or given away with an alcoholic content greater than fifteen percent (15%) by volume unless in corked bottles and aged at least two (two) years.
 - c. No distilled spirits shall be displayed, sold or given away in containers of less than three hundred seventy five (375) milliliters, including but not limited to, airline bottles, except pre-mixed cocktails.
 - d. Notwithstanding subsection (c) above, no distilled spirits shall be displayed, sold or distributed in three hundred seventy-five (375) milliliters hip flask containers.
 - e. No beer, ale or malt liquor shall be offered for sale in a container with a volume greater than thirty-two (32) ounces. This restriction is not intended to prohibit the sale of such beverages in kegs or other types of containers, with a volume of two or more gallons, which are clearly designed to dispense multiple servings.
 - f. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
 - g. No display, sale or distribution of beer or wine, wine coolers or similar alcoholic beverages shall be made from an ice tub, barrel or similar container.

- h. All display of alcoholic beverages shall be no closer than five (5) feet from the store entrance.
- 7. That it complies with the following public nuisance prevention measures:
 - a. Lighting: Exterior areas of the premises and adjacent parking lots shall be provided with sufficient lighting in a manner that provides adequate illumination for alcohol establishment patrons while not spilling onto surrounding residential and commercial properties. A photometric study may be required to demonstrate compliance.
 - b. Litter: Adequate litter receptacles shall be provided on site and in the building. The premises shall be kept free of the accumulation of litter and shall be removed no less frequently than once each day the business is open.
 - c. Loitering: The following measures may be required:
 - i. No fixtures or furnishings that encourage loitering and nuisance behavior are permitted on the premises. This includes, but is not limited to chairs, seats, stools, benches, tables, crates, etc.
 - ii. The establishment's operators or employees shall be required to discourage loiterers and to ask persons loitering longer than fifteen (15) minutes to leave the area and contact local law enforcement officials for enforcement of applicable trespassing and loitering laws if persons requested to leave fail to do so.
 - iii. No video or other electronic games shall be located in an off-sale alcoholic beverage establishment.
 - iv. No pay phones are permitted outside of the off-sale establishment.
 - d. Cups: The sale or distribution to the customer of paper or plastic cups in quantities less than their usual and customary packaging is prohibited.
 - e. Signage: There shall be no exterior advertising of alcoholic products, or tobacco and paraphernalia or similarly controlled products as defined in section 8.33.010 of this Municipal Code.
 - f. Signs: The following signs shall be required to be prominently posted in a readily visible manner on an interior wall or fixture, and not on windows, in English, Spanish, Arabic and the predominant language of the patrons:
 - i. "California State Law prohibits the sale of alcoholic beverages to persons younger than 21 years of age."
 - ii. "No Loitering or Public Drinking."
 - iii. "It is illegal to possess an open container of alcohol in the vicinity of this establishment."
 - g. Presentation of Documents: A copy of the conditions of approval and the California Department of Alcoholic Beverage Control license shall be required to be kept on the premises and presented to any enforcement officer or authorized state or county official upon request.

h. Mitigating Alcohol Related Problems: The establishment shall be required to operate in a manner appropriate with mitigating alcohol related problems that negatively impact those individuals living or working in the neighborhood including but not limited to sales to minors, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug-dealing, drug use, loud noise and litter.

i. Drug Paraphernalia: An off-sale alcohol establishment shall be prohibited from selling drug/tobacco paraphernalia products as defined in California Health and Safety Code sections 11014.5 and 11364.5. "Drug paraphernalia" means all equipment products and materials of any kind that are used intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, com-pounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the California Uniform Controlled Substances Act commencing with California Health and Safety Code section 11000.

j. Prohibited Vegetation: Exterior vegetation shall not be planted or maintained that could be used as a hiding place for persons on the premises. Exterior vegetation may be planted and maintained in a manner that minimizes its use as a hiding place.

k. Window Obstructions: To ensure a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance, no more than fifteen percent (15%) of windows and entry doors shall be blocked by signs, vending machines, shelves, racks, storage, etc.

l. Training: Each off-sale operator and their employees shall complete the Responsible Beverage Service (RBS) Training component. To satisfy this requirement, a certified program must meet the standards of the Alcohol Beverage Control Responsible Beverage Service Advisory Board or other certifying/licensing body designated by the state of California. Proof of completion shall be submitted to the Community Development department.

m. Posting of Documents: A copy of these operational standards, any applicable California Department of Alcoholic Beverage Control regulations or city operating conditions, and any training requirements shall be posted in at least one prominent place within the interior of the establishment where it will be readily visible and legible to the employees and patrons of the establishment.

B. Failure to comply with these requirements shall constitute grounds for revocation of a conditional use permit. (Ord. 5081 § 27, 2019.)

17.210.110 Required findings—new off-sale alcoholic beverage sales activities.

In addition to the findings listed in Section 17.50.060, the planning commission shall approve issuance of a conditional use permit to allow a new off-sale alcoholic beverage sales activity upon making the following findings:

- A. The proposed establishment meets the locational requirements of Section 17.210.090.
- B. The proposed alcoholic beverage sales activity will not aggravate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, alcoholic beverage sales to minors, noise and littering.
- C. The proposed establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverages sales activity establishments.
- D. The proposed establishment is located in a census tract with capacity for additional off-sale licenses, as defined by the California Department of Alcoholic Beverage Control, with low to average crime rates, as defined by the police department annually, subject to the condition that an additional off-sale establishment will not be contradictory to a moratorium. (Ord. 4994 § 3, 2013)

17.210.120 Conditions of approval—new off-sale alcoholic beverage sales activities.

- A. In order to make required findings the applicant must acquire an existing off-sale license issued by the ABC from an off-sale alcohol sales establishment located in an over-concentrated census tract in the city of El Cajon and transfer the license to an approved location or otherwise extinguish such license.
- B. Conditions of approval that may be imposed as necessary to make required findings include but are not limited to the following:
 - 1. Program: A “complaint response community relations” program adopted and maintained by the establishment conducting the alcoholic beverage sales activity may be required. The program may include the following:
 - a. Posting at the entry of the establishment providing the telephone number for the watch commander of the police department to any requesting individual.
 - b. Coordinating efforts with the police department to monitor community complaints about the establishment activities.
 - c. Having a representative of the establishment meet with neighbors or the applicable neighborhood association on a regular basis and at their request attempt to resolve any neighborhood complaints regarding the establishment.
 - 2. Hours of Operation: In an off-sale alcohol establishment, the sale of alcoholic beverages may be restricted to certain hours of each day of the week unless limited further by the State of California Department of Alcoholic Beverage Control.
 - 3. Security Cameras: At least two high definition 24-hour time lapse security cameras may be required to be installed and properly maintained on the exterior of the building at locations recommended by the police department capable of color recording and storing a minimum of 30 days of continuous video. All criminal and suspicious activities recorded on this surveillance equipment must be reported to local law enforcement. To the extent allowed by law, the establishment operators may be

required to provide any tapes or other recording media from the security cameras to the police department.

4. Security Guards: An establishment may be required to retain a specified number of security guards. The number of security guards shall vary based upon the specific facts and circumstances of each establishment site and operation. All security guards shall have all required state and city permits and licenses. (Ord. 4994 § 3, 2013)

17.210.130 New and modified on-sale alcohol establishment standards.

Except as otherwise provided in this chapter, no person shall establish a new on-sale alcoholic beverage establishment or modify an existing on-sale alcoholic beverage establishment in violation of section 17.120.030 of this title or an applicable conditional use permit without first obtaining a conditional use permit or minor use permit (C-R zone) in the manner provided by this chapter. Furthermore, the standards contained in sections 17.210.140 through 17.210.160 require on-sale alcoholic beverage establishments to secure a conditional use permit or minor use permit in the manner provided in this chapter in order to lawfully engage in the sale of alcoholic beverages from premises located in the city of El Cajon; and require such establishments to manage such premises in accordance with the requirements of such permit, including operational standards and any conditions of approval incorporated as conditions of the permit. (Ord. 5081 § 29, 2019.)

17.210.140 Distance requirements—applicable to new on-sale alcoholic beverage establishments.

A. No new on-sale alcoholic beverage establishment shall be located within one thousand (1,000) feet of an existing on-sale alcoholic beverage establishment (except in the C-R zone) and/or within six hundred (600) feet of residentially zoned property, public or private schools, health care facilities, religious facilities, parks or playgrounds, and off-sale alcoholic beverage establishments, except:

1. A restaurant with an ancillary bar with less total square footage than the restaurant eating area; or
2. On-sale alcoholic beverage establishment with alcohol sales secondary and incidental to an approved, complementary, principal use within the boundaries of Specific Plan No. 182; or
3. An alcoholic beverage manufacturer such as a craft brewery with an ancillary tasting room or craft brewery with a full service restaurant.

B. For purposes of this section, distances shall be measured between the closest property lines of the affected locations.

C. For the purposes of this section, “secondary and incidental,” shall mean that the sales of alcoholic beverage shall be limited to not more than twenty-five percent (25%) of the gross annual retail receipts generated by the use on the site, which shall be calculated on a quarterly basis, for the prior twelve (12) month period ending on the last day of the then concluding quarter of year, and shall further mean that sales of alcoholic beverages are not promoted or advertised in any signs, or the name of the business establishment.

D. For the purposes of this section, “principal use,” may include, but is not limited to, live entertainment, participatory sporting activities, museums, theaters, performing arts center owned by a public agency, hotels, or other, similar uses approved by the city council, so long as the location of the sales of alcoholic beverages occurs on the same premises as the principal use, and the owner of the principal use is the owner of the liquor license. (Ord. 5081 § 31, 2019.)

17.210.150 Operational standards—applicable to new on-sale alcoholic beverage sales activities.

- A. That it does not result in adverse effects to the health, peace or safety of persons residing or working in the surrounding area.
- B. That it does not jeopardize or endanger the public health or safety of persons residing or working in the surrounding area.
- C. That it does not result in repeated nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.
- D. That it complies with all provisions of local, state or federal laws, regulations or orders, including but not limited to those of the ABC, California Business and Professions Code §§ 24200, 24200.6, and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders. This includes compliance with annual city business license fees.
- E. That its upkeep and operating characteristics are compatible with, and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood. (Ord. 4994 § 3, 2013)

17.210.160 Required findings—new on-sale alcoholic beverage sales activities.

In addition to the findings listed in section 17.50.060, the issuance of a conditional use permit or minor use permit to allow a new on-sale alcoholic beverage sales activity shall meet the following findings:

- A. The proposed alcoholic beverage sales activity will not exacerbate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, sale of alcoholic beverages to minors, noise and littering.
- B. The proposed alcoholic beverage sales establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverages sales activity establishments.

C. The proposed alcoholic beverage sales establishment is not located in what has been determined to be a high-crime area or where a disproportionate number of police service calls occur. In the alternative, if the proposed alcoholic beverage sales establishment is proposed to be located in a high-crime area or where a disproportionate number of police service calls occur, the establishment has or will adopt appropriate safeguards, to be set forth in conditions of approval, reasonably intended to prevent any increase in criminal activities and calls for service. (Ord. 5081 § 33, 2019.)

17.210.170 Grounds for conditional use permit suspension, revocation or termination.

A. In addition to the grounds for revocation or modification of a conditional use permit contained in Section 17.35.030 of this title, an alcoholic beverage sales establishment's conditional use permit may be suspended for up to one year, modified or revoked by the planning commission after holding a public hearing in the manner prescribed in Chapter 17.25, for failure to comply with operational standards, training requirements or conditions of approval imposed through their conditional use permit. Notice of such hearing by the planning commission at which it will consider the modification, suspension or revocation of an establishment's conditional use permit shall be in writing and shall state the grounds therefore. Notice shall be mailed by first-class mail and certified mail return receipt requested at least 10 days before the date of the hearing.

B. Any conditional use permit issued pursuant to the provisions of this chapter shall be subject to the condition, in addition to any and all other conditions, that it shall terminate and cease to apply to any establishment which:

1. Shall have ceased its operation for a period of 180 or more calendar days, and
 - a. If there is thereafter filed any application or requested transaction with the California Department of Alcoholic Beverage Control, whereby the laws of the state of California require notice thereof to be filed with the city, and allow the filing of a protest thereon by the city (including person-to-person transfer of existing licenses); or
 - b. Where after such 180-calendar-day period, the existing license shall have ceased to apply to such establishment; or
2. Where the existing license shall have been surrendered to the California Department of Alcoholic Beverage Control for a period exceeding 180 calendar days. (Ord. 4994 § 3, 2013)

17.210.180 Investigative procedures of potential violation of conditions of approval and operational standards.

Upon the city's receipt of a complaint from the public, police department, city official or any other interested person that a conditional use permit activity is in violation of the operational standards and/or conditions of approval set forth in this chapter, the following procedure shall be followed:

- A. An enforcement officer shall assess the nature of the complaint and its validity by conducting an on-site observation and inspection of the premises to assess the activity's compliance with operational standards and/or conditions of approval.
- B. If the enforcement officer determines that the activity is in violation of the operational standards and/or conditions of approval, the enforcement officer shall give written notice of the violation to the owner and/or operator of the establishment and seek to remedy the violation under the city's administrative citation procedures contained in Chapter 1.14 of this code. The first notice of violation shall be given in accordance with Section 1.14.040 of this code. If, however, the enforcement officer, in his or her sole discretion, determines that the violation is not capable of correction, presents a serious threat to public health or safety, or otherwise warrants expedited action, he or she may in lieu of following the administrative citation procedure, refer the matter directly to the planning commission for a hearing at which the establishment's conditional use permit may be suspended, modified or revoked.
- C. Any administrative citation issued under this section shall be issued, processed, and enforced in compliance with all of the provisions of Chapter 1.14 of this code, unless otherwise expressly provided by this chapter. If the owner or operator receiving an administrative citation contests the citation and a hearing is held pursuant to Chapter 1.14, the hearing officer may, in addition to exercising all powers designated in Chapter 1.14, make a recommendation to the planning commission to suspend, modify or revoke the establishment's conditional use permit if in the judgment of the hearing officer, based upon information then before him or her, such action is necessary to ensure compliance with this chapter. Such recommendation may include the suggestion of additional or amended reasonable conditions on the use, including but not limited to, the conditions listed in Section 17.210.120, and the operational standards listed in Section 17.210.100 of this chapter.
- D. If a hearing before the planning commission is conducted on a potential violation in the manner prescribed in Chapter 17.25, it shall determine whether the activity is in compliance with the operational standards and/or conditions of approval. Based on this determination, the planning commission may suspend, modify or revoke the activity's conditional use permit or impose additional or amended conditions on the use, including but not limited to the conditions listed in Section 17.210.120, and the operational standards listed in Section 17.210.100, of this chapter, based upon the information then before it. In reaching a determination as to whether a use has violated the operational standards or conditions of approval, or as to the appropriateness of suspending, modifying, or revoking of a conditional use permit, or the imposition of additional or amended conditions on a use, the planning commission may consider the following:
1. The length of time the activity has been out of compliance with the operational standards and/or conditions of approval.
 2. The impact of the violation of the operational standards and/or conditions of approval on the community.
 3. Any information regarding the owner of the activity's efforts to remedy the violation of the operational standards and/or conditions of approval.
- E. "Efforts to Remedy" shall include, but are not limited to:

1. Timely calls to the police department that are placed by the owner and/or operator of the establishment, his or her employees, or agents.
 2. Requesting that those persons engaging in activities causing violations of the operational standards and or conditions of approval cease those activities, unless the owner or operator of the activity, or his or her employees or agents feels that their personal safety would be threatened in making that request.
 3. Making improvements to the establishment's property or operations, including but not limited to the installation of lighting sufficient to illuminate the area within the use's property line, the installation of security cameras, the clearing of window obstructions, the cleaning of sidewalks and the abatement of graffiti within three days.
- F. If in the judgment of the planning commission, the operations of the owner or operator of the establishment constitute a nuisance, the owner or operator is unable or unwilling to abate the nuisance and the nuisance is shown to be a threat to the public health and safety of the surrounding neighborhood, the planning commission may suspend, modify or revoke the activity's conditional use permit. All determinations, decisions, and conditions made or imposed regarding the use of an activity shall run with the land.
- G. The decision of the planning commission shall be final and conclusive, unless appealed in writing to the city council within 10 days of planning commission action. (Ord. 4994 § 3, 2013)

17.210.190 Appeal from suspension, modification or revocation of conditional use permit.

Any applicant or other person aggrieved by a decision of the planning commission from a suspension, modification or revocation of a conditional use permit pursuant to this chapter may appeal the decision to the city council pursuant to Chapter 17.30 of this code. (Ord. 4994 § 3, 2013)

17.210.200 Deemed approved alcoholic beverage sales regulations.

Except as otherwise provided in this chapter, any permitted or conditionally permitted off-sale alcoholic beverage establishment, and legal nonconforming off-sale alcoholic beverage establishment lawfully operating prior to November 1, 2013 pursuant to an ABC license that authorizes the retail sale of alcoholic beverages for off-site consumption shall thereafter be an establishment with deemed approved status in accordance with Section 17.210.220. In addition, any alcoholic beverage establishment exempt from the requirement to obtain a conditional use permit pursuant to subsection (B) of Section 17.210.080 that lawfully commences operations on or after November 1, 2013 shall be an establishment with deemed approved status for purposes of this chapter. Such establishment may continue to lawfully operate provided the operation is conducted in compliance with the performance standards contained in Section 17.210.230, has satisfied the applicable training requirement and paid the annual permit fee required by this chapter. (Ord. 4994 § 3, 2013)

17.210.210 Applicability of deemed approved alcoholic beverage sales regulations.

The deemed approved alcoholic beverage sales regulations shall apply to all permitted or conditionally permitted off-sale alcoholic beverage sales activities and legal nonconforming alcoholic beverage sales activities for off-site consumption existing and operating within the City on November 1, 2013 and to all alcoholic beverage sales establishments exempt from the requirement to obtain a conditional use permit pursuant to subsection (B) of Section 17.210.080 that lawfully commence operations on or after November 1, 2013. (Ord. 4994 § 3, 2013)

17.210.220 Automatic deemed approved status.

All alcoholic beverage sales commercial activities not consistent with the standards and regulations set forth in this chapter that were conducted by permitted or conditionally permitted activities, and all legal nonconforming activities for off-sale alcohol establishments, on November 1, 2013, shall automatically become deemed approved activities as of November 1, 2013, and shall no longer be considered permitted, conditionally permitted or legal nonconforming activities. In addition, all alcoholic beverage sales commercial activities of an alcoholic beverage sales establishment exempt from the requirement to obtain a conditional use permit pursuant to subsection (B) of Section 17.210.080 that lawfully commence operations on or after November 1, 2013 that are not consistent with the standards and regulations set forth in this chapter are deemed approved activities. Each deemed approved activity shall retain its deemed approved status as long as it complies with the performance standards of this ordinance. (Ord. 4994 § 3, 2013)

17.210.230 Deemed approved performance standards for off-sale alcohol establishments.

The provisions of this section shall be known as the deemed approved performance standards. The purpose of these standards is to control dangerous or objectionable environmental effects of alcoholic beverage sales activities. These standards shall apply to all deemed approved alcoholic beverage sales activities that hold deemed approved status pursuant to this chapter. An off-sale alcoholic beverage sales activity shall retain its deemed approved status only if it conforms to all of the following deemed approved performance standards:

- A. The off-sale alcohol establishment shall not cause adverse effects to the health, peace or safety of persons residing or working in the surrounding area.
- B. The off-sale alcohol establishment shall not jeopardize or endanger the public health or safety of persons residing or working in the surrounding area.
- C. The off-sale alcohol establishment shall not allow repeated nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, curfew violations, or lewd conduct.
- D. The off-sale alcohol establishment shall comply with all provisions of local, state or federal laws, regulations or orders, including but not limited to those of the ABC, California

Business and Professions Code sections 24200, 24200.6, and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders. This includes compliance with annual city business license fees.

E. The off-sale alcohol establishment's upkeep and operating characteristics shall be compatible with and not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood.

F. A copy of these performance standards, any applicable ABC or city operating conditions, and any training requirements shall be posted in at least one prominent place within the interior of the establishment where it will be readily visible and legible to the employees and patrons of the establishment.

G. The owners and all employees of the alcohol beverage sales establishment involved in the sale of alcoholic beverages shall complete an approved course in "Responsible Beverage Sales" (RBS) within 60 days of hire for employees hired after the passage of this ordinance or within six months of the passage of this ordinance for existing employees. To satisfy this requirement, a certified program must meet the standards of the California Coordinating Council on Responsible Beverage Service (CCC/RBS) or other certifying/licensing body designated by the state of California. (Ord. 4994 § 3, 2013)

17.210.240 Notification to owners of off-sale establishments conducting deemed approved activities.

The city's community development department shall notify the owner and/or operator of an off-sale alcohol establishment of each deemed approved activity as shown on their city business license, and also, if not the same, any property owner at the address shown on the county assessor's property tax assessment records, of the activity's deemed approved status. The notice shall be sent by first-class mail and certified mail return receipt requested and shall include a copy of the performance standards in this chapter with the requirement that they be posted in a conspicuous and unobstructed place visible from the entrance of the establishment for public review. This notice shall also provide that the activity is required to comply with all performance standards, and that the activity is required to comply with all other aspects of the deemed approved regulations. Should the notice be returned, then the notice shall be sent via regular mail. Failure of any person to receive notice given pursuant to this chapter shall not affect the deemed approved status of the activity. (Ord. 4994 § 3, 2013)

17.210.250 Grounds for deemed approved status suspension, revocation or termination.

A. An alcoholic beverage sales establishment's deemed approved status may be suspended for up to one year, modified or revoked by the planning commission after holding a public hearing in the manner prescribed in Chapter 17.25, for failure to comply with the performance standards set forth in Section 17.210.230. Notice of such hearing by the planning commission at which it will consider the modification, suspension or revocation of an establishment's deemed approved status shall be in writing and shall state the grounds therefore. Notice shall be mailed by first-class mail and certified mail return receipt requested at least 10 days before the date of the hearing.

B. The occurrence of any of the following shall terminate the deemed approved status of the alcoholic beverage sales activity after notice and a hearing in front of the planning commission in accordance with Chapter 17.25, and require the issuance of a conditional use permit in order to continue the alcoholic beverage sales activity:

1. An existing alcoholic beverage sales activity changes its activity so that ABC requires a different type of license.
2. There is a substantial modification to the mode or character of operation.
3. As used herein, the phrase “substantial modification to the mode or character of operation” includes but is not be limited to the following:
 - a. The off-sale alcoholic beverage sales activity establishment increases the floor or land area or shelf space devoted to the display or sales of any alcoholic beverage.
 - b. The off-sale alcoholic beverage sales activity establishment extends the hours of operation.
 - c. The off-sale alcoholic beverage sales activity establishment proposes to reinstate alcohol sales after the ABC license has been either revoked or suspended for a period 180 days or greater by ABC.
 - d. The off-sale alcoholic beverage sales activity voluntarily discontinues active operation for more than 180 consecutive days or ceases to be licensed by the ABC.
4. A “substantial change in the mode of character of operation” shall not include:
 - a. Re-establishment, restoration or repair of an existing off-sale alcoholic beverage sales activity on the same premises after the premises have been rendered totally or partially inaccessible by a riot, insurrection, toxic accident or act of God, provided that the re-establishment, restoration or repair does not extend the hours of operation of any establishment or add to the capacity, floor or land area or shelf space devoted to alcoholic beverages of any establishment that sells any alcoholic beverages for off-site consumption.
 - b. Temporary closure for not more than 180 days in cases of vacation or illness or for purposes of repair, renovation, or remodeling if that repair, renovation, or remodeling does not change the nature of the premises and does not extend the hours of operation of any establishment, or add to the capacity, floor or land area, or shelf space devoted to alcoholic beverages of any establishment that sells any alcoholic beverages for off-site consumption, provided notice is provided to the City. The planning commission may, upon request of an owner of an alcoholic beverage sales establishment made prior to the expiration of 180 days, grant one or more extensions to the period of temporary closure, none of which may exceed 60 days, and together not to exceed 180 days.
5. Once it is determined by the City that there has been a discontinuance of active operation for 180 consecutive days or a cessation of ABC licensing, it may be resumed only upon the granting of a conditional use permit as provided in Sections 17.210.070 to 17.210.120 of this chapter. In the event that any active operation is discontinued on a property for a period of 180 consecutive days, such discontinuance shall be presumed

to be abandonment of the use by the property owner. At any time after any active operation is discontinued for a period of 180 consecutive days or more, the City Manager's designee shall notify the property owner in writing of the determination of presumed abandonment of the active operation. Pursuant to Chapter 17.30 of this title, the property owner may appeal the determination to the planning commission, which may overturn the determination only upon making a finding that the evidence supports the property owner's position that the nonconforming use was not discontinued for a period of 180 consecutive days or more. The property owner shall be notified by the city of the termination of the deemed approved status and shall be informed of the property owner's right to appeal the City's decision to the planning commission. (Ord. 4994 § 3, 2013)

17.210.260 Investigative procedures of potential violation of performance standards by establishment with deemed approved status.

Upon the City's receipt of a complaint from the public, police department, city official or any other interested person that a deemed approved use is in violation of the performance standards set forth in this chapter, the following procedure shall be followed:

- A. An enforcement officer shall assess the nature of the complaint and its validity by conducting an on-site observation and inspection of the premises to assess the activity's compliance with performance standards.
- B. If the enforcement officer determines that the deemed approved activity is in violation of the performance standards, the enforcement officer shall give written notice of the violation to the owner and/or operator of the establishment and seek to remedy the violation under the city's administrative citation procedures contained in Chapter 1.14 of this code. The first notice of violation shall be given in accordance with Section 1.14.040 of this code. If, however, the city manager, in his or her sole discretion, determines that the violation is not capable of correction, presents a serious threat to public health or safety, or otherwise warrants expedited action, he or she may in lieu of following the administrative citation procedure, refer the matter directly to the planning commission for a hearing at which the deemed approved activity's deemed approved status may be suspended, modified or revoked.
- C. Any administrative citation issued under this section shall be issued, processed, and enforced in compliance with all of the provisions of Chapter 1.14 of this code, unless otherwise expressly provided by this chapter. If, the owner or operator receiving an administrative citation contests the citation and a hearing is held pursuant to Chapter 1.14, the hearing officer may, in addition to exercising all powers designated in Chapter 1.14, make a recommendation to the planning commission to suspend, modify or revoke the deemed approved activity's deemed approved status if in the judgment of the hearing officer, based upon information then before him or her, such action is necessary to ensure compliance with this chapter. Such recommendation may include the suggestion of additional or amended reasonable conditions on the use, including but not limited to, the conditions listed in Section 17.210.120 and the operational standards listed in Section 17.210.100, of this chapter.

D. If a hearing is conducted on a potential violation in the manner prescribed in Chapter 17.25, the planning commission shall determine whether the deemed approved activity is in compliance with the performance standards. Based on this determination, the planning commission may suspend, modify or revoke the deemed approved activity's deemed approved status or impose additional or amended conditions on the use, including but not limited to the conditions listed in Section 17.210.120, and the operational standards listed in Section 17.210.100, of this chapter, based on information then before it. In reaching a determination as to whether a use has violated the performance standards, or as to the appropriateness of suspending, modifying or revoking a deemed approved activity's deemed approved status, or imposing additional or amended conditions on the use, the planning commission may consider:

1. The length of time the deemed approved activity has been out of compliance with the performance standards.
2. The impact of the violation of the performance standard(s) on the community.
3. Any information regarding the owner of the deemed approved activity's efforts to remedy the violation of the performance standard(s).

E. "Efforts to Remedy" shall include, but are not limited to:

1. Timely calls to the police department that are placed by the owner and/or operator of the deemed approved activity, his or her employees, or agents.
2. Requesting that those persons engaging in activities causing violations of the performance standard(s) cease those activities, unless the owner of the deemed approved activity, or his or her employees or agents feels that their personal safety would be threatened in making that request.
3. Making improvements to the deemed approved activity's property or operations, including but not limited to the installation of lighting sufficient to illuminate the area within the use's property line, the installation of security cameras, clear unobstructed windows, clean sidewalks and graffiti abated within three days.

F. If in the judgment of the planning commission, the operations of the owner or operator of the deemed approved activity constitute a nuisance, the owner is unable or unwilling to abate the nuisance and the nuisance is shown to be a threat to the public health and safety of the surrounding neighborhood, the planning commission may suspend, modify or revoke the activity's deemed approved status. If suspended, any continued operation of the business shall require a conditional use permit approved by the planning commission. All determinations, decisions, and conditions made or imposed regarding the use of a deemed approved activity shall run with the land.

G. The decision of the planning commission shall be final and conclusive, unless appealed in accordance with the provisions of Chapter 17.30 of this title.

H. All hearings held pursuant to this section shall be conducted in the manner set forth in Chapter 1.36. (Ord. 4994 § 3, 2013)

17.210.270 Appeal from suspension, modification or revocation of deemed approved status.

Any applicant or other person aggrieved by a decision of the planning commission from a suspension, modification or revocation of an establishment's deemed approved status pursuant to this chapter may appeal the decision to the city council pursuant to Chapter 17.30 of this code. All hearings held pursuant to this section shall be conducted in the manner set forth in Chapter 1.36. (Ord. 4994 § 3, 2013)

17.210.280 Alcoholic beverage sales activity penalties.

- A. Any person violating any of the provisions of this chapter or who causes or permits another person to violate any provision of this chapter may be charged with either an infraction or a misdemeanor, and shall be subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code.
- B. In addition to the penalties provided in this section, any use or condition caused or permitted to exist in violation of any of the provisions of these regulations shall be and is declared to be a public nuisance and may be abated as such by the City.
- C. Nothing in this chapter shall be construed to prevent the city of El Cajon from pursuing any and all other legal remedies that may be available, including but not limited to civil actions filed by the city attorney seeking any and all appropriate relief such as civil injunctions and penalties.
- D. Notwithstanding Chapter 1.24 General Penalty, Chapter 1.16 Nuisance, Chapter 1.14 Administrative Citation Procedures, or any other section of this code to the contrary, any person, entity, or organization that violates the provisions of this chapter may be subject to civil penalties up to \$1,000 for each day said violation is in existence.
- E. Any violator shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of these regulations is committed, continued, permitted, or caused by such violator and shall be punishable accordingly.
- F. In addition to the punishment provided by law a violator is liable for such costs expenses and disbursements paid or incurred by the City or any of its contractors in correction, abatement and prosecution of the violation. Re-inspection fees to ascertain compliance with previously noticed or cited violations may be charged against the owner of the establishment conducting the deemed approved activity or owner of the property where the establishment is located. The enforcement officer shall give the owner or other responsible party of such affected premises a written notice showing the itemized cost of such chargeable service and requesting payment thereof. Should the bill not be paid in the required time, the charges shall be placed as a lien against the property. (Ord. 4994 § 3, 2013)

17.210.290 Annual alcohol sales regulatory fee.

- A. The intent and purpose of this section is to impose a regulatory fee upon all off-sale alcohol establishments that either hold deemed approved status pursuant to this chapter or obtained a conditional use permit after November 1, 2013. This fee shall provide for the enforcement and regulation of the conditions of approval, operational standards,

performance standards and other applicable regulations set forth in this chapter with regard to off-sale alcohol establishments.

B. The annual alcohol sales regulatory fee shall be established by resolution of the city council. The fee shall be calculated so as to recover the total cost of both administration and enforcement of the performance standards and other applicable regulations set forth under this chapter upon all off-sale alcohol establishments that either hold deemed approved status pursuant to this chapter or obtained a conditional use permit after the November 1, 2013, including, for example, notifying establishments of their deemed approved status, administering the program, establishment inspection and compliance checks, documentation of violations, conducting hearings and prosecution of violators, but shall not exceed the cost of the total program. All fees shall be used to fund the program. Fees are nonrefundable except as may be required by law. (Ord. 4994 § 3, 2013)

17.210.300 Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more of the sections subsections, sentences, clauses or phrases may be declared invalid. (Ord. 4994 § 3, 2013)