



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works
Jerry Stock, City Engineer

SUBJECT: Consideration and possible action to adopt Resolution No. 16-XX – A Resolution approving Final Map No. 73526 for a thirteen (13) single-family residence project at 17211-17243 Carpintero Avenue and 10317-10319 Hacienda Street; and authorize the City Manager to execute a subdivision improvement agreement in a form approved by the Interim City Attorney.

DATE: March 28, 2016

EXECUTIVE SUMMARY

This action would approve Final Map No. 73526 to allow the subdivision of two (2) existing lots into thirteen (13) single-family lots on properties located at 17211-17243 Carpintero Avenue and 10317-10319 Hacienda Street.

RECOMMENDATION TO CITY COUNCIL

- 1) Adopt Resolution No. 16-XX approving Final Map No. 73526; and authorize the City Manager to execute a subdivision improvement agreement in a form approved by the Interim City Attorney; or
- 2) Alternatively, discuss and take other related action.

FISCAL IMPACT

None.

DISCUSSION

On July 6, 2015, the Planning Commission approved Tentative Tract No. 73526 to subdivide two (2) existing lots into thirteen (13) single-family lots on properties located at 17211-17243 Carpintero Avenue and 10317-10319 Hacienda Street. Other than those items that will be addressed by a subdivision improvement agreement, all conditions of approval contained within the approving Resolution have been incorporated into the final map; and the final map has been reviewed, approved, and stamped by the City Engineer.

Staff Report – Approval of Final Map No. 73526
March 28, 2016
Page 2 of 2

The Subdivision Map Act and the Bellflower Municipal Code prohibit the City from imposing any additional requirements upon a map that has previously received tentative map approval. Therefore, the only action requested is for the City Council to determine whether the final map substantially complies with the tentative map and authorize the City Manager to execute the subdivision improvement agreement.

The subdivider has not yet finished constructing the public improvements, but is eager to record the final map. All public improvements including curb, gutter, driveway approach, sidewalk, parkway planting and irrigations along the entire frontage of the subject site still need to be construed. The expected completion for the public improvements is Summer 2016. All construction will be bonded to guarantee performance, including the projected cost of completed construction for all improvements.

ATTACHMENTS

Resolution No. 16-XX.....	3
Subdivision Improvement Agreement.....	5
Reduced Copy of Final Map No. 73526	15

CITY OF BELLFLOWER
RESOLUTION NO. 16-XX

**A RESOLUTION APPROVING FINAL MAP NO. 73526
FOR A THIRTEEN (13) SINGLE-FAMILY RESIDENCE
PROJECT AT 17211-17243 CARPINTERO AVENUE AND
10317-10319 HACIENDA STREET.**

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds and declares that:

- A. On May 7, 2015, Bonnani Development Inc. submitted an application pursuant to Title 16 of the Bellflower Municipal Code (“BMC”) requesting approval of Tentative Map No. 73526 to subdivide two (2) existing lots into thirteen (13) single-family lots on properties located at 17211-17213 Carpintero Avenue and 10317-10319 Hacienda Street (“Project”);
- B. The City reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”); and
- C. Following a public hearing on July 6, 2015, the Planning Commission adopted a resolution that, among other things, approved a tentative map for the Project with conditions.

SECTION 2. *Environmental Assessment.* The Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development). Approving the Final Map is part of the Project reviewed by the Planning Commission on October 28, 2015. The findings and conclusions made by the Planning Commission are incorporated into this Resolution by reference.

SECTION 3. *Final Map Findings.* Based upon the entirety of the record, including, without limitation, the staff report, the City Council approves Final Map No. 73526 for the following reasons:

- A. The Final Map substantially conforms with Tentative Map No. 73526; and
- B. The Final Map substantially conforms to the BMC and Subdivision Map Act (Government Code §§ 66410, *et seq.*).

SECTION 4. *Delegation of Authority; Reservations.*

- A. In accordance with BMC § 16.12.020, the City Engineer may take appropriate action to make technical corrections to the Final Map and, thereafter, the City Clerk may forward the Final Map to the Los Angeles County Recorder's Office for recordation.
- B. Before providing the Final Map to the City Clerk, the City Engineer must (in addition to ensuring that the Final Map meets all technical requirements of the BMC and Subdivision Map Act) verify that the developer provided the City with (1) a subdivision improvement agreement, in a form approved by the City Attorney, to ensure the construction of all public improvements at the development; (2) a form of security approved by the City Attorney to guarantee performance under the subdivision improvement agreement.
- C. The City Manager is authorized to execute the subdivision improvement agreement referenced in this Section.

SECTION 5. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Bellflower and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 6. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7. The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER ON THIS ____ DAY OF ____ 2016.

, Mayor

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, Interim City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

TRACT NO. 73526

THIS AGREEMENT ("Agreement") is made and entered into this 3/28/2016, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("CITY") and Bonnani Development/JB Construction, LLC, a California Limited Liability Company ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Tract No. 73526 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets, highways, public ways, grading, fences, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.
- C. This Agreement is entered into in accord with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Bellflower Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached Exhibit "A," which is incorporated by reference, and such other improvements required by CITY ordinances

Subdivision Improvement Agreement

Tract No. 73526

Page 2 of 8

and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map.

3. ESTIMATED COST OF IMPROVEMENTS. The parties agree that the estimated cost of the Improvements is \$14,339.61.

4. COMPLETION. SUBDIVIDER must complete all Improvements within twelve months after recording the Map or within such further time as may be granted by the City Council.

5. COMPLETION BY CITY. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. WARRANTY OF IMPROVEMENT PLANS. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or

Subdivision Improvement Agreement

Tract No. 73526

Page 3 of 8

should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus fifteen percent (15%) for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. REPAIRS AND REPLACEMENTS. SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed to CITY's satisfaction and approval.

10. CITY'S RIGHT OF ENTRY. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. CONTRACT SECURITY.

- A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:
 - i. A surety bond in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.
- B. SUBDIVIDER agrees that the form of the bonds provided by CITY are substantially similar to Government Code §§ 66499.1 and 66499.2.

12. MAINTENANCE BONDS. The bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent (10%) of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one (1) year from the date of final acceptance of the Improvements.

13. PERFORMANCE BY CITY OR SURETY.

- A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this

Subdivision Improvement Agreement

Tract No. 73526

Page 4 of 8

Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

- B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.
- C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the MPMC, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

17. INDEPENDENT CONTRACTOR. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in

Subdivision Improvement Agreement

Tract No. 73526

Page 5 of 8

which is it performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. CASH CHARGES. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. INDEMNIFICATION.

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000

Subdivision Improvement Agreement

Tract No. 73526

Page 6 of 8

Professional Liability	\$2,000,000
Workers compensation	statutory requirement

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” SUBDIVIDER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.
- D. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. SUBDIVIDER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

21. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent

Subdivision Improvement Agreement

Tract No. 73526

Page 7 of 8

by mail will be addressed as follows:

The City
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

To Subdivider
Bonnani Development Inc.
P5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

23. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

24. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

25. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. GOVERNING LAW. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

28. AUTHORITY/MODIFICATION. This Agreement is subject to and conditioned upon approval and ratification by the Bellflower City Council. This Agreement is not binding

Subdivision Improvement Agreement

Tract No. 73526

Page 8 of 8

upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. BINDING UPON SUCCESSORS. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF BELLFLOWER,
a municipal corporation.**

Bonnani Development Inc.

**Jeffrey L. Stewart
City Manager**

Ed Bonnani

City Council Approval: 3/28/2016

ATTEST:

**Mayra Ochiqui
City Clerk**

**APPROVED AS TO FORM:
Karl H. Berger, Interim City Attorney**

By: _____
**David King,
Assistant City Attorney**

Attachment: Exhibit A

EXHIBIT A

Tract No. 73526

All improvements marked are included:

- Public street improvements including drive approaches, curbs, gutter and sidewalks.
- Private street or driveway improvements including grading, paving, curbs, gutters, sidewalks, traffic control devices, street name signs, street lighting, landscaping, and appurtenances.
- Public sanitary sewers including laterals and appurtenances.
- Private sanitary sewers including mains, laterals, and appurtenances.
- Domestic water supply system, including mains, service laterals, fire hydrants, and appurtenances.
- Natural gas supply system including mains, service laterals, and appurtenances.
- Electric power distribution system including vaults, conduits, cables, conductors, service laterals, transformers, and appurtenances.
- Telephone system including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- Cable television system, including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- Public storm drains including channels, pipes, inlets, culverts, and appurtenances.
- Private storm drains including swales, channels, pipes, inlets, and appurtenances.
- Mailboxes.
- Lot grading including land clearing, earth moving compaction, import or export of soil, and appurtenances.
- Walls including retaining walls, perimeter walls, and appurtenances.

- Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.
- Other:

TRACT NO. 73526

IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTH-HALF OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 3 SOUTH RANGE 12 WEST, PER MAP RECORDED IN BOOK 41819,
PAGE 141 OF OFFICIAL RECORDS.

FOR CONDOMINIUM PURPOSES

CHARLES A. TUGGLE, LS 4025

DATE OF SURVEY JULY 2015

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP & SUBDIVISION
WE ALSO HEREBY DEDICATE TO THE CITY OF BELLFLOWER A RECIPROCAL EASEMENT FOR ACCESS FIRE LANE, DRAINAGE AND PUBLIC UTILITY PURPOSES, AS SHOWN ON SAID MAP.
AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HACIENDA STREET AND BEVERLY STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY ABANDON ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS FROM ADJUTING LOTS TO THE SAID STREET EXCEPT FOR DRIVEWAY OPENINGS. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

BOHANNI DEVELOPMENT/JB CONSTRUCTION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: Ed Bonanni
TITLE: Owner
BY: [Signature]
NAME: John Bonanni
TITLE: Owner

L.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED OCTOBER 5, 2015 AS INSTRUMENT NO. 20151228476, O.R.

BY: [Signature]
NAME: Dawn Prouse
TITLE: SVP
BY: [Signature]
NAME: Linda Barretta
TITLE: Vice President



NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange
ON February 2, 2016 BEFORE ME, Jeanice A. McFall, A NOTARY PUBLIC,
PERSONALLY APPEARED Ed Bonanni and John Bonanni

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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACIT(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTRY 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: Jeanice A. McFall MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN Orange COUNTY.
Jeanice A. McFall MY COMMISSION EXPIRES: 11-8-17
(PRINT NAME)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange
ON February 2, 2016 BEFORE ME, Shellymarie C. Lucas, A NOTARY PUBLIC,
PERSONALLY APPEARED Linda Barretta and Dawn Prouse

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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACIT(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTRY 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: Shellymarie C. Lucas MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN Orange COUNTY.
Shellymarie C. Lucas MY COMMISSION EXPIRES: 3-3-17
(PRINT NAME)



NOTE :
SEE SHEET 2 OF 4 FOR SIGNATURE OMISSIONS
SEE SHEET 3 OF 4 FOR MONUMENT NOTES
SEE SHEET 4 OF 4 FOR EASEMENT NOTES

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN APRIL 2015, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BOHANNI DEVELOPMENT/JB CONSTRUCTION IN JULY, 2015. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR WITHIN TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON.

Charles A. Tuggle 1/29/16
CHARLES A. TUGGLE, DATE
LS NO. 4025



CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE TRACT MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF BELLFLOWER APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP HAVE BEEN COMPLIED WITH.

DATED THIS 11th DAY OF February, 2016

[Signature]
CITY ENGINEER, CITY OF BELLFLOWER
GERALD J. STOK
RCE NO. 52822 EXPIRES 12/31/16

CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED THIS 11th DAY OF February, 2016

[Signature]
DAVID L. LINDELL
LS NO. 4016



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE BELLFLOWER CITY COUNCIL AT A REGULAR MEETING THEREOF HELD ON THE DAY OF , 2016, AND THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE THE ATTACHED MAP.

AND DID ACCEPT ON BEHALF OF CITY OF BELLFLOWER

1. AN EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE INGRESS AND EGRESS PURPOSES.

[Signature] 2-11-16
MAYRA OGUNJI
CITY CLERK OF THE CITY OF BELLFLOWER

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF BELLFLOWER TO WHICH THE LAND INCLUDED WITHIN THIS SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAYBE PAID IN FULL, HAVE BEEN PAID IN FULL.

[Signature] 2/11/16
CITY TREASURER OF THE CITY OF BELLFLOWER DATE

PLANNING DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP IF ANY, AS APPROVED BY THE CITY OF BELLFLOWER CITY COUNCIL ON THE DAY OF , 2016 AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET.

[Signature] 2-23-16
DIRECTOR PLANNING
CITY OF BELLFLOWER DATE

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT. THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN ALL THE COMMON AREAS. NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS WILL BE PART OF THE CORPORATION PROPERTY OWNED OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE PROJECT.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF WOODRUFF AVENUE SHOWN AS NORTH 05°22' WEST ON TRACT NO. 61942, MB 1329, PAGES 84 THROUGH 86, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

TRACT NO. 73526

IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436, (a)(3A)-(VI) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, THEIR INTEREST IS SUCH THAT IF CANNOT RIPEN INTO A FEE.

1. CITY OF BELLFLOWER, EASEMENT HOLDER(S) FOR STREET AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AS TRACT NO. 6493, BOOK 80 PAGE 85, OF MAPS.
2. UNION OIL COMPANY OF CALIFORNIA, EASEMENT HOLDER(S) FOR PIPELINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED IN BOOK 2892, PAGE 38, OF OFFICIAL RECORDS.
3. SOUTHERN CALIFORNIA GAS COMPANY, EASEMENT HOLDER(S) FOR PIPELINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED IN BOOK 45320, PAGE 95, OF OFFICIAL RECORDS.
4. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, EASEMENT HOLDER(S) FOR POLE LINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED ON FEBRUARY 14, 1956 IN BOOK 50312, PAGE 124, OF OFFICIAL RECORDS.
5. STATE OF CALIFORNIA, EASEMENT HOLDER(S) FOR FOOTING AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED ON APRIL 5, 1968 AS INSTRUMENT NO. 747, IN BOOK D 3261, PAGE 191, OF OFFICIAL RECORDS.
6. SOMMERSSET MUTUAL WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER MAIN AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED ON OCTOBER 5, 1968 AS INSTRUMENT NO. 2716, IN BOOK D 3448, PAGE 339, OF OFFICIAL RECORDS.

SCALE: 1"=60'

TRACT NO. 73526

IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 3 OF 4 SHEETS

FOUND SQUARE-HEAD SPIKE, DN 0.20' PER (R1), ACCEPTED AS THE CENTERLINE INTERSECTION OF PALM STREET AND WOODRUFF AVENUE

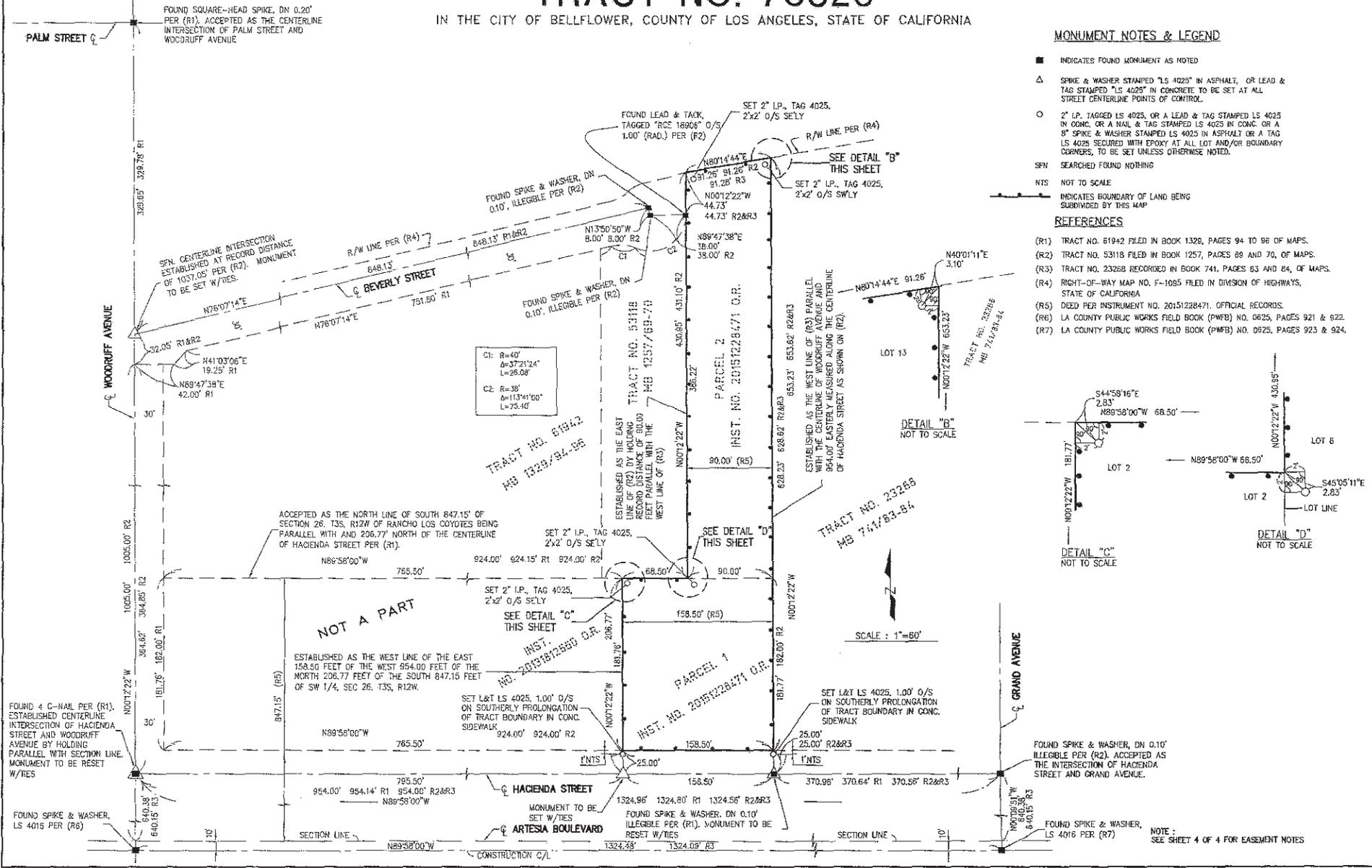
PALM STREET

MONUMENT NOTES & LEGEND

- INDICATES FOUND MONUMENT AS NOTED
- △ SPIKE & WASHER STAMPED "LS 4025" IN ASPHALT, OR LEAD & TAG STAMPED "LS 4025" IN CONCRETE TO BE SET AT ALL STREET CENTERLINE POINTS OF CONTROL.
- 2" I.P. TAGGED LS 4025, OR A LEAD & TAG STAMPED LS 4025 IN CONC. OR A NAIL & TAG STAMPED LS 4025 IN CONC. OR A 8" SPIKE & WASHER STAMPED LS 4025 IN ASPHALT OR A TAG LS 4025 SECURED WITH EPOXY AT ALL LOT AND/OR BOUNDARY CORNERS, TO BE SET UNLESS OTHERWISE NOTED.
- SPN SEARCHED FOUND NOTHING
- NIS NOT TO SCALE
- INDICATES BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

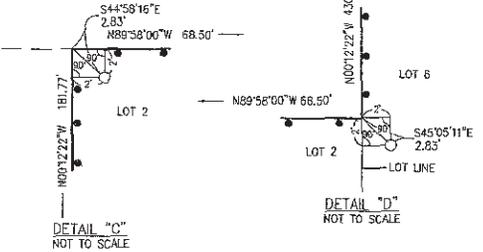
REFERENCES

- (R1) TRACT NO. 61942 FILED IN BOOK 1326, PAGES 94 TO 96 OF MAPS.
- (R2) TRACT NO. 53118 FILED IN BOOK 1257, PAGES 89 AND 70, OF MAPS.
- (R3) TRACT NO. 23268 RECORDED IN BOOK 741, PAGES 63 AND 64, OF MAPS.
- (R4) RIGHT-OF-WAY MAP NO. F-1055 FILED IN DIVISION OF HIGHWAYS, STATE OF CALIFORNIA
- (R5) DEED PER INSTRUMENT NO. 20151228471, OFFICIAL RECORDS.
- (R6) LA COUNTY PUBLIC WORKS FIELD BOOK (PWF) NO. 0625, PAGES 921 & 922.
- (R7) LA COUNTY PUBLIC WORKS FIELD BOOK (PWF) NO. 0625, PAGES 923 & 924.



C1: R=40'
Δ=372'124"
L=26.08'

C2: R=38'
Δ=113'41'60"
L=73.48'



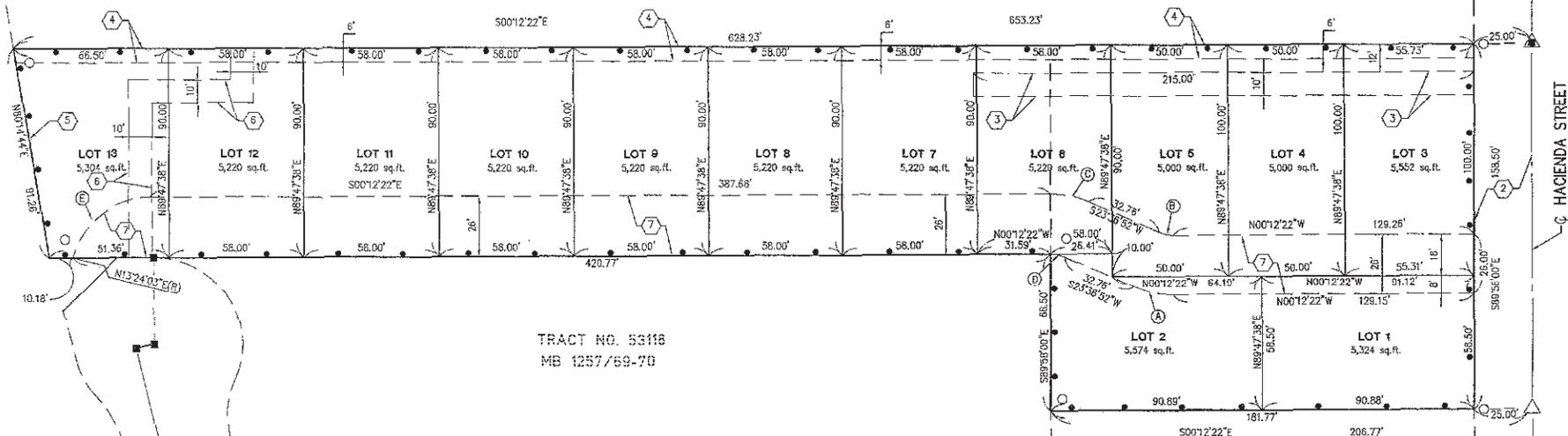
SCALE: 1"=30'

TRACT NO. 73526

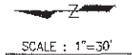
SHEET 4 OF 4 SHEETS

IN THE CITY OF BELLFLOWER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

TRACT NO. 23268
MB 741/83-84



TRACT NO. 53118
MB 1257/69-70



EASEMENT NOTES

- ① EASEMENT IN FAVOR OF THE STEARNS RANCHOS COMPANY FOR GENGAS AND INCIDENTAL PURPOSES RECORDED IN BOOK 1138, PAGE 94, OF DEEDS (NOT PLOTTABLE).
- ② EASEMENT FOR STREET AND INCIDENTAL PURPOSES RECORDED AS TRACT NO. 6493, ON FILE IN BOOK 80, PAGE 85, OF MAPS.
- ③ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINE AND INCIDENTAL PURPOSES RECORDED IN BOOK 45320, PAGE 95, OF OFFICIAL RECORDS.
- ④ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR POLE LINES AND INCIDENTAL PURPOSES RECORDED ON FEBRUARY 14, 1955, IN BOOK 50312, PAGE 124, OF OFFICIAL RECORDS.
- ⑤ NLY LINE OF A 2' WIDE EASEMENT IN FAVOR OF STATE OF CALIFORNIA FOR FOOTING AND INCIDENTAL PURPOSES RECORDED ON APRIL 5, 1965 AS INSTRUMENT NO. 747, IN BOOK D 3261, PAGE 191, OF OFFICIAL RECORDS.
- ⑥ EASEMENT IN FAVOR OF SOMERSET MUTUAL WATER COMPANY FOR WATER MAIN AND INCIDENTAL PURPOSES RECORDED ON OCTOBER 5, 1965 AS INSTRUMENT NO. 2716, IN BOOK D 3448, PAGE 339, OF OFFICIAL RECORDS.
- ⑦ A RECIPROCAL EASEMENT FOR ACCESS, FIRELANE, DRAINAGE AND PUBLIC UTILITY PURPOSES.

PER SECTION 66434 (g) OF THE SUBDIVISION MAP ACT, A PORTION OF BEVERLY STREET RELINQUISHED FROM THE STATE OF CALIFORNIA IS HEREBY ABANDONED BY THIS MAP.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
A	25°49'14"	41.00'	17.05'
B	23°49'14"	15.00'	6.24'
C	23°49'14"	41.00'	17.05'
D	23°49'14"	15.00'	6.24'
E	76°23'35"	34.00'	45.33'