

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

603B



FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 10/21/15

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
October 15, 2015

SUBJECT: Approval of the Final Map for Tract 30231, a Schedule "B" Subdivision in the Woodcrest Area. 1st District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements, and Final Map for Tract 30231.

BACKGROUND:

Summary

Tract 30231 was approved by the Board of Supervisors on November 1, 2011, as Agenda Item 1-2. Tract 30231 is an 8.70 acre subdivision that is creating five new residential lots in the Woodcrest area. This final map complies in all respects with the provisions of Division 3 of Title 15 of the California Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the Final Map.

California Government Code Section 66458 directs the Board of Supervisors to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.

Patricia Romo

Patricia Romo
Assistant Director of Transportation

Juan C. Perez

Juan C. Perez
Director of Transportation and Land Management

HS:lf
Attachment:
Vicinity Map
Construction of Road/Drainage Improvement Agreement
Construction of Water System Improvement Agreement
Placement of Survey Monuments Agreement

REVIEWED BY EXECUTIVE OFFICE
DATE: 10/29/15
Tina Grandel

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 11/01/11, Item 1-2

District: 1

Agenda Number:

2-10

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Final Map for Tract 30231, a Schedule "B" Subdivision in the Woodcrest Area. 1st
District; [\$0]

DATE: October 15, 2015

PAGE: 2 of 2

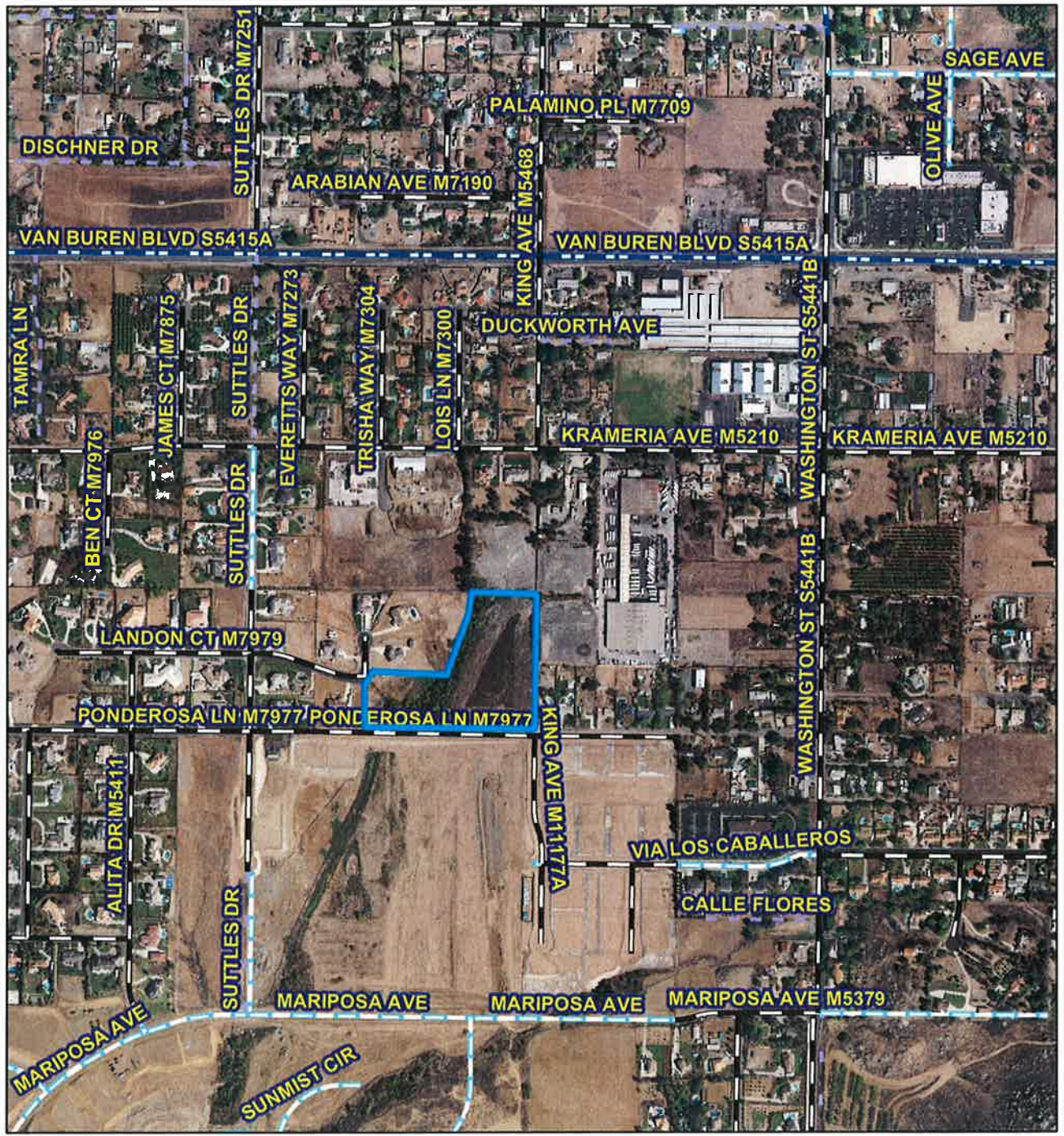
BACKGROUND:

Summary (continued)

Ponderosa Lane Estates, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and have submitted Improvement Agreements and Securities, which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

The securities posted by Philadelphia Indemnity Insurance Company are as follows:

- \$206,500 - Bond #PB03010401630 for the completion of street improvements
- \$ 21,500 - Bond #PB03010401630 for the completion of the water system
- \$ 15,840 - Bond #PB03010401631 for the completion of the monumentation



VICINITY MAP
TRACT MAP 30231
SEC. 26, TWP. 3S., RNG. 5W.
Supervisorial District: 1



NOT TO SCALE

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Ponderosa Lane Estates, LLC, hereinafter called Contractor, a Delaware limited liability company

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30231**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor 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 **Two hundred six thousand five hundred and no/100 Dollars (\$206,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor 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 County in successfully enforcing such obligations shall be paid by Contractor, 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: County shall not, nor shall any officer or employee of County, 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 County 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 Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, 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 Contractor hereby grants to County, or any agent or employee of County, 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 Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide 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 Contractor 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: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, 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 County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, 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 County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, 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 Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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 County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor 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 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.

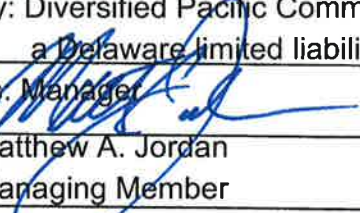
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Ponderosa Lane Estates, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Ponderosa Lane Estates, LLC
By a Delaware limited liability company
By: Diversified Pacific Communities, LLC,
~~By~~ a Delaware limited liability company
Its Manager
By 
Matthew A. Jordan
Title Managing Member

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By  _____

**SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPPLICATE**

Revised 09/29/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Bernardino

On October 22, 2014 before me, Simone Basso, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan

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: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Ponderosa Lane Estates, LLC, hereinafter called Contractor, a Delaware limited liability company

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30231**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution 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 **Western Municipal Water District** to connect with the distribution system described above 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 Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. 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 County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor 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 **Twenty-one thousand five hundred and no/100 Dollars (\$21,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, 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: County shall not, nor shall any officer or employee of County, 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 County 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 Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, 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 Contractor hereby grants to County, or any agent or employee of County, 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 Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide 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 Landowner 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: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, 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 County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, 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 County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, 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 Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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 County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor 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 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.

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:

County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Ponderosa Lane Estates, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Ponderosa Lane Estates, LLC
By _____ a Delaware limited liability company
By: Diversified Pacific Communities, LLC,
~~By~~ ~~_____~~ a Delaware limited liability company
~~Title~~ ~~_____~~ Its: Manager
By  _____
Matthew A. Jordan
Title _____
Managing Member

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By  _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Bernardino

On October 22, 2014 before me, Simone Basso, Notary Public

personally appeared Matthew A. Jordan



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: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

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

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



Signer Is Representing:

Signer Is Representing:

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Popalerosa Lane Estates, LLC, hereinafter called Contractor, a Delaware limited liability company

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30231**, hereby agrees, at Contractor'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 County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor 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). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, 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 County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Fifteen thousand eight hundred forty and no/100 Dollars (\$15,840.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor 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 County in successfully enforcing such obligations shall be paid by Contractor, 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: County shall not, nor shall any officer or employee of County, 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 County 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 Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, 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 Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

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

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

SEVENTH: 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 County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor 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.

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:

County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Ponderosa Lane Estates, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Ponderosa Lane Estates, LLC
By a Delaware limited liability company
By: Diversified Pacific Communities, LLC,
~~By~~ a Delaware limited liability company
Its Manager
By Matthew A. Jordan
Title Managing Member

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Bernardino

On October 22, 2014 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
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: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

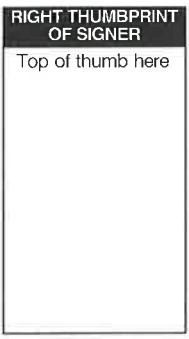
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

TRACT NO. 30231

BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 4878 PER DOCUMENT RECORDED AUGUST 22, 2005 AS INSTRUMENT NO. 2005-0687828 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SBM



AUGUST 2012

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015 AT _____ M., IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CLERK OF THE BOARD. 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: LOT "A". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 5, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

PONDEROSA LANE ESTATES, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ FIDELITY NATIONAL TITLE COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY

Matthew A. Jordan
MATTHEW A. JORDAN, MANAGING MEMBER

DEED OF TRUST

FIDELITY NATIONAL TITLE COMPANY, A TRUSTEE UNDER DEED OF TRUST RECORDED SEPTEMBER 26, 2014 AS DOCUMENT NUMBER 2014-0367154.

BY: *Eric G. Haug*

NAME: ERIC G. HAUG

ITS: VICE PRESIDENT

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILLIAM CRAMER ON APRIL 16, 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 6-1-2015

Edy P. Adkison

EDY P. ADKISON L.S. 5390
EXPIRATION DATE: 9-30-16



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 30231 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 6, 2011 THE EXPIRATION DATE BEING SEPTEMBER 6, 2016 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2015

RICHARD G. LANTIS, COUNTY SURVEYOR
L.S. 7611
EXPIRATION DATE: 12-31-2016

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE DEDICATION OF THE DRAINAGE EASEMENT AS SHOWN HEREON IS HEREBY ACCEPTED SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: _____, 2015
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: KECIA HARPER-IHEM, CLERK OF THE BOARD OF SUPERVISORS

BY: _____, DEPUTY

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.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF San Bernardino

ON February 4, 2015 BEFORE ME, Simone Basso, Notary Public PERSONALLY APPEARED Matthew A. Jordan

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 *Simone Basso*
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 1990814
MY COMMISSION EXPIRES: Oct. 9, 2016
COUNTY OF PRINCIPAL PLACE OF BUSINESS San Bernardino

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.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE

ON February 5, 2015 BEFORE ME, JODY SUE KELLY, Notary Public PERSONALLY APPEARED ERIC G. HAUG

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 *Jody Sue Kelly*
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 1945409
MY COMMISSION EXPIRES: JULY 24, 2015
COUNTY OF PRINCIPAL PLACE OF BUSINESS Orange

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.

CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES THAT ARE NOW A LIEN BUT ARE NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 5,360.34.

DON KENT
COUNTY TAX COLLECTOR

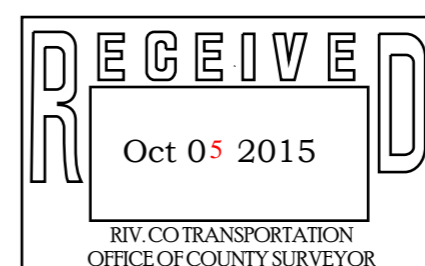
DATE: OCTOBER 1, 2015

BY: *Don Kent*, DEPUTY

ABANDONMENT NOTE

PURSUANT TO SECTION 66434 AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THE EASEMENT FOR DRAINAGE PURPOSES PER DOCUMENT RECORDED FEBRUARY 2, 2002 AS INSTRUMENT NO. 2002-069867 OF OFFICIAL RECORDS.



SURVEYOR'S NOTES

- -INDICATES FOUND MONUMENT AS NOTED
- -INDICATES FOUND 1"IP & LS 7843 TAG FLUSH PER MB 315/61-64 AND CERT. OF CORRECTION INST. NO. 2003-742715 O.R.
- -INDICATES SET 1"IP & LS 5390 TAG, FLUSH

SET 1"IP & LS 5390 TAG, FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY

SET LEAD & LS 5390 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED

SET LEAD & LS 5390 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR BCs, ECs, PCCs, PRCs, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE

- (R1) -INDICATES RECORD DATA PER MB 424/78-51
- (R2) -INDICATES RECORD DATA PER PM 94/34
- (R3) -INDICATES RECORD DATA PER RS 17/36
- (R4) -INDICATES RECORD DATA PER MB 315/61-64
- (R5) -INDICATES RECORD DATA PER PM 56/6-7
- (R6) -INDICATES RECORD DATA PER LLA-4878, INST NO. 2005-0687828 O.R.
- (R7) -INDICATES RECORD DATA PER MB 240/61-64

THIS MAP CONTAINS 7.99 ACRES GROSS WITHIN THE DISTINCTIVE BORDER

ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS

TRACT NO. 30231

BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 4878 PER DOCUMENT RECORDED AUGUST 22, 2005 AS INSTRUMENT NO. 2005-0687828 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SBM



AUGUST 2012

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN ECS BOOK _____, PAGE _____. THIS AFFECTS ALL LOTS.

EASEMENT NOTES

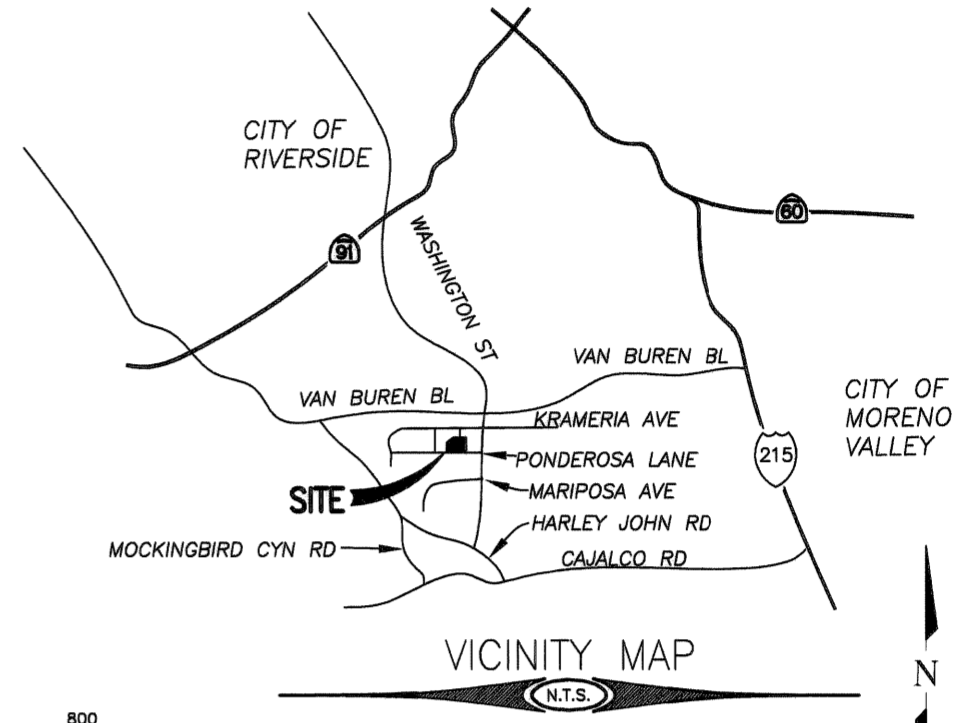
- EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER DOCUMENT RECORDED FEBRUARY 9, 1962 AS INSTRUMENT NO. 13049 OF OFFICIAL RECORDS. SEE SHEET 3
- EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT RECORDED DECEMBER 8, 1971 AS INSTRUMENT NO. 139936 OF OFFICIAL RECORDS. SEE SHEET 3
- EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED MARCH 22, 2007 AS INSTRUMENT NO. 2007-0194412 OF OFFICIAL RECORDS. SEE SHEET 3
- DRAINAGE EASEMENT DEDICATED TO PUBLIC USE HEREON FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.
- EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER DOCUMENT RECORDED FEBRUARY 2, 1962 AS INSTRUMENT NO. 10676 OF OFFICIAL RECORDS. SEE SHEET 3

BASIS OF BEARINGS

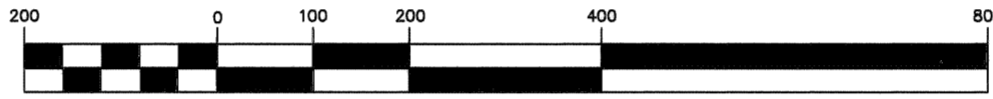
THE CENTERLINE OF WASHINGTON STREET BEING NORTH 0°05'55" EAST PER TRACT NO. 27887, MB 424/78-81 WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTE

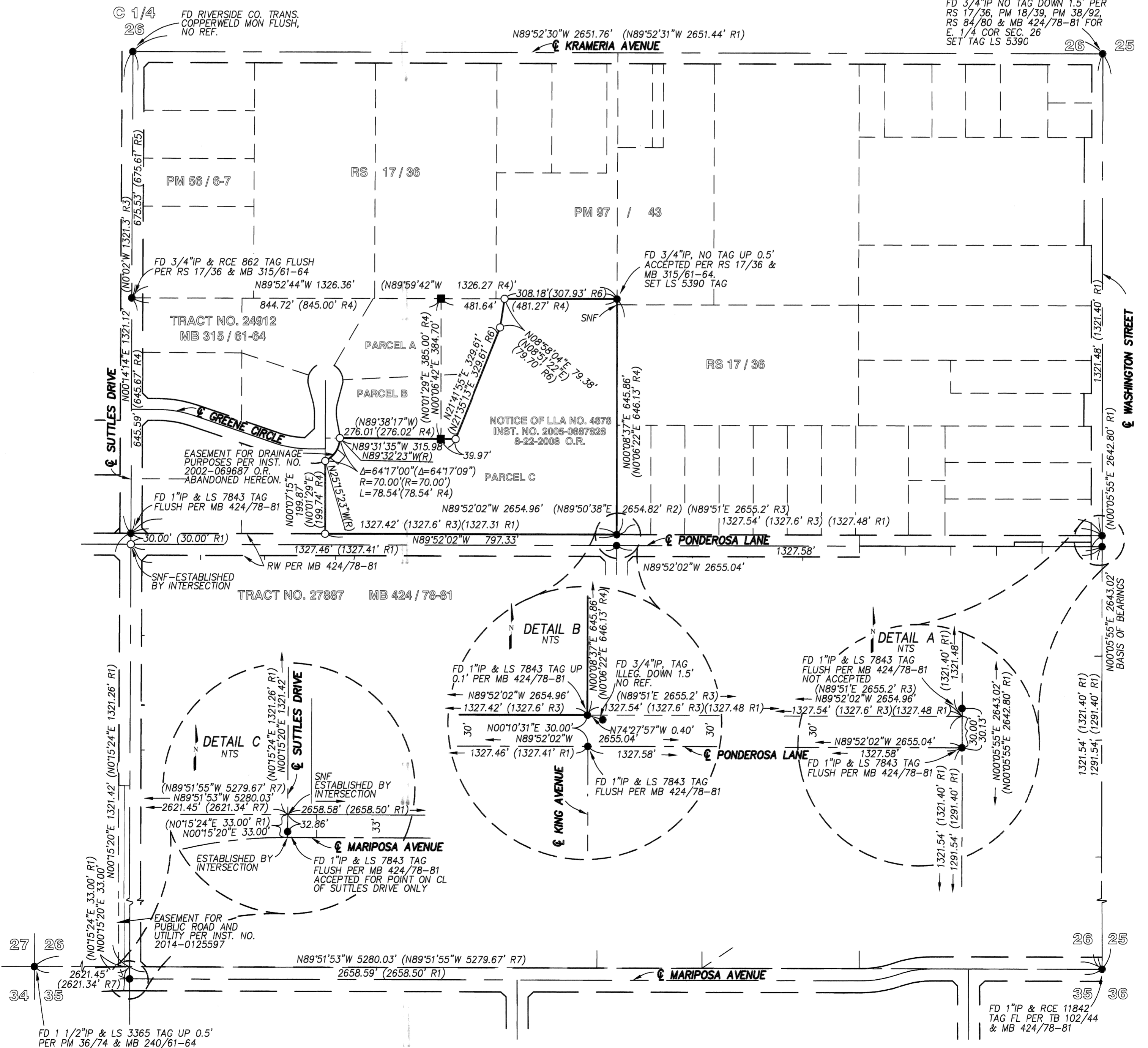
DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



FD 3/4"IP NO TAG DOWN 1.5' PER RS 17/36, PM 18/39, PM 38/92, RS 84/80 & MB 424/78-81 FOR E. 1/4 COR SEC. 26 SET TAG LS 5390

NOTICE OF LLA NO. 4878 INST. NO. 2005-0687828 8-22-2008 O.R.

DETAIL B NTS

DETAIL A NTS

DETAIL C NTS

FD 1"IP & RCE 11842 TAG FL PER TB 102/44 & MB 424/78-81

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



IN THE UNINCORPORATED TERRITORY OF
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 30231

BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 4878 PER DOCUMENT
RECORDED AUGUST 22, 2005 AS INSTRUMENT NO. 2005-0687828 OF OFFICIAL RECORDS,
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26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SBM

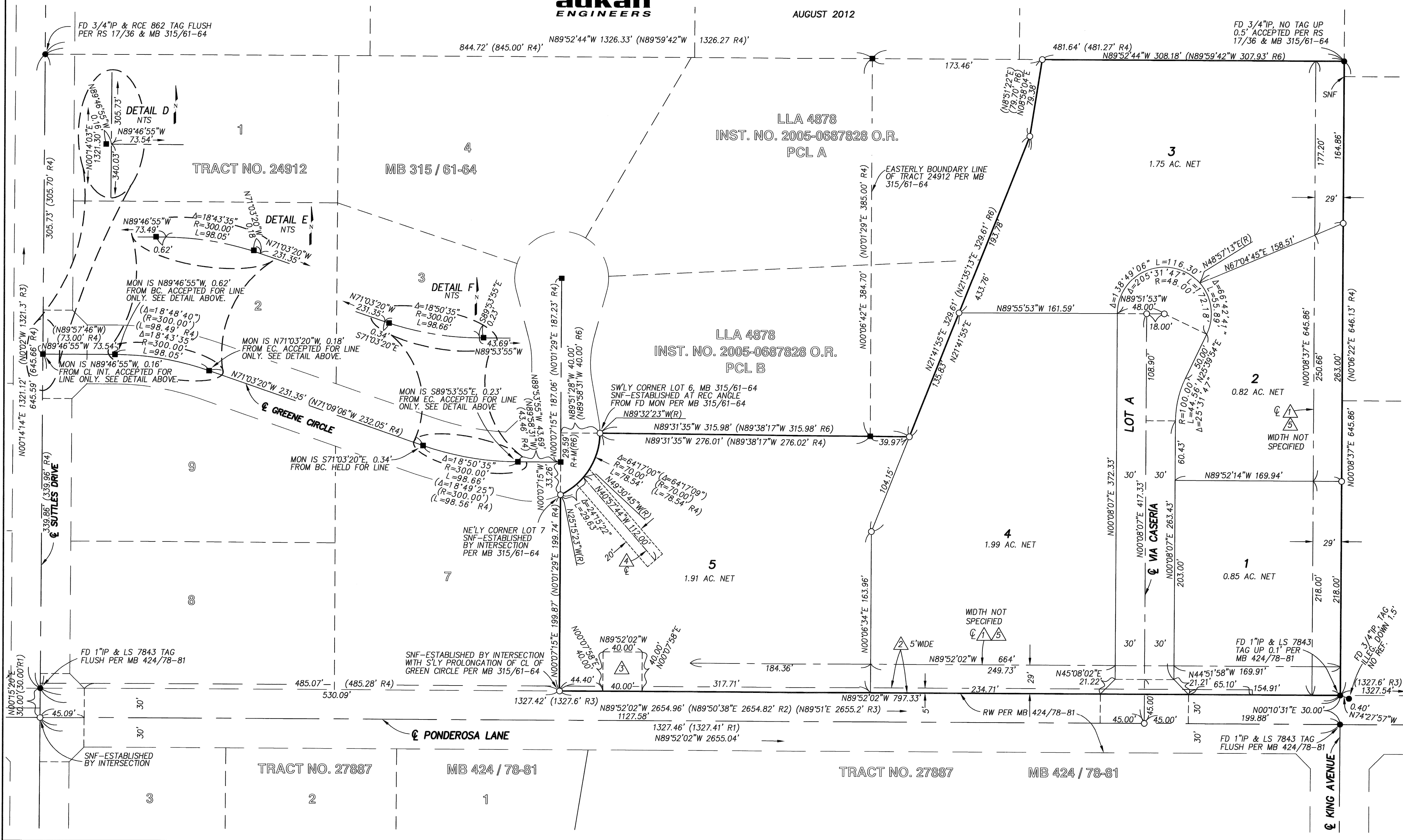
adkan
ENGINEERS

AUGUST 2012

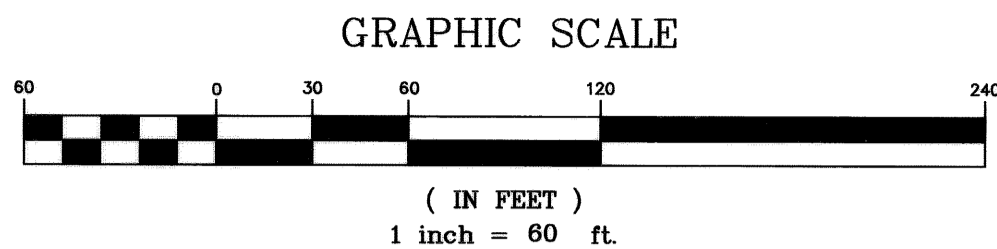
SHEET 3 OF 3 SHEETS

SEE SHEET 2 FOR SURVEYOR'S NOTES,
BASIS OF BEARINGS, EASEMENT NOTES,
AND ENVIRONMENTAL CONSTRAINT NOTE.

DRAINAGE EASEMENT SHALL BE KEPT FREE
OF BUILDINGS AND OBSTRUCTIONS



ENVIRONMENTAL CONSTRAINT SHEET



IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 30231

BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 4878 PER DOCUMENT RECORDED AUGUST 22, 2005 AS INSTRUMENT NO. 2005-0687828 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SBM

adkan ENGINEERS

AUGUST 2012

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND ENVIRONMENTAL CONSTRAINT NOTE.

DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS

ENVIRONMENTAL CONSTRAINT NOTES

NO DISTURBANCES MAY OCCUR WITHIN THE BOUNDARIES OF THE RIPARIAN/RIVERINE (MSHCP AVOIDANCE AREA)

BRUSH MANAGEMENT TO REDUCE FUEL LOADS TO PROTECT URBAN USES (FUEL MODIFICATION ZONES) WILL NOT ENCRoACH INTO THE RIPARIAN/RIVERINE (MSHCP AVOIDANCE AREA)

NIGHT LIGHTING SHALL BE DIRECTED AWAY FROM THE RIPARIAN/RIVERINE (MSHCP AVOIDANCE AREA). SHIELDING SHALL BE INCORPORATED IN PROJECT DESIGNS TO ENSURE AMBIENT LIGHTING IN THE CONSTRAINT AREAS IS NOT INCREASED.

THE PERIMETER OF THE RIPARIAN/RIVERINE (MSHCP AVOIDANCE AREA) SHALL BE PERMANENTLY FENCED. FENCING SHALL PROVIDE A PHYSICAL BARRIER TO MINIMIZE UNAUTHORIZED PUBLIC ACCESS, DOMESTIC ANIMAL PREDATION, ILLEGAL TRESPASS OR DUMPING IN THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION). THE FENCE SHALL HAVE A MINIMUM HEIGHT OF SIX FEET AT ITS SHORTEST POINT. FENCE POSTS SHALL BE NO MORE THAN FIVE FEET APART. THE FENCE DESIGN SHALL BE SUCH THAT A SPHERE WITH A DIAMETER OF TWO INCHES CANNOT PASS THROUGH THE PLANE OF THE FENCE AT ANY POINT BELOW THE MINIMUM HEIGHT.

DRIVEWAYS EXCEEDING 150 FEET IN LENGTH, BUT LESS THAN 800 FEET IN LENGTH, SHALL PROVIDE A TURNOUT NEAR THE MIDPOINT OF THE DRIVEWAY. WHERE THE DRIVEWAY EXCEEDS 800 FEET, TURNOUTS SHALL BE PROVIDED NO MORE THAN 400 FEET APART. TURNOUTS SHALL BE A MINIMUM OF 10 FEET WIDE AND 30 FEET IN LENGTH, WITH A MINIMUM 25 FOOT TAPER ON EACH END. AN APPROVED TURNAROUND SHALL BE PROVIDED AT ALL BUILDING SITES ON DRIVEWAYS OVER 150 FEET IN LENGTH, AND SHALL BE WITHIN 50 FEET OF THE BUILDING.

ACCESS WILL NOT HAVE AN UP, OR DOWNGRADE OF MORE THAN 15%. (ACCESS WILL NOT BE LESS THAN 20 FEET IN WIDTH PER THE 2001 UFC, ARTICLE 9, SECTION 902.2.2.1) AND WILL HAVE A VERTICAL CLEARANCE OF 15'. ACCESS WILL BE DESIGNED TO WITHSTAND THE WEIGHT OF 60 THOUSAND POUNDS OVER 2 AXELS. ACCESS WILL HAVE A TURNING RADIUS OF 38 FEET CAPABLE OF ACCOMMODATING FIRE APPARATUS.

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIAL PLACED ON AN INDIVIDUAL LOT.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

APPROXIMATE FLOODPLAINS MUST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS. ANY FENCING SHALL BE OF A "RAIL" TYPE. CHAINLINK FENCING SHALL NOT BE ALLOWED.

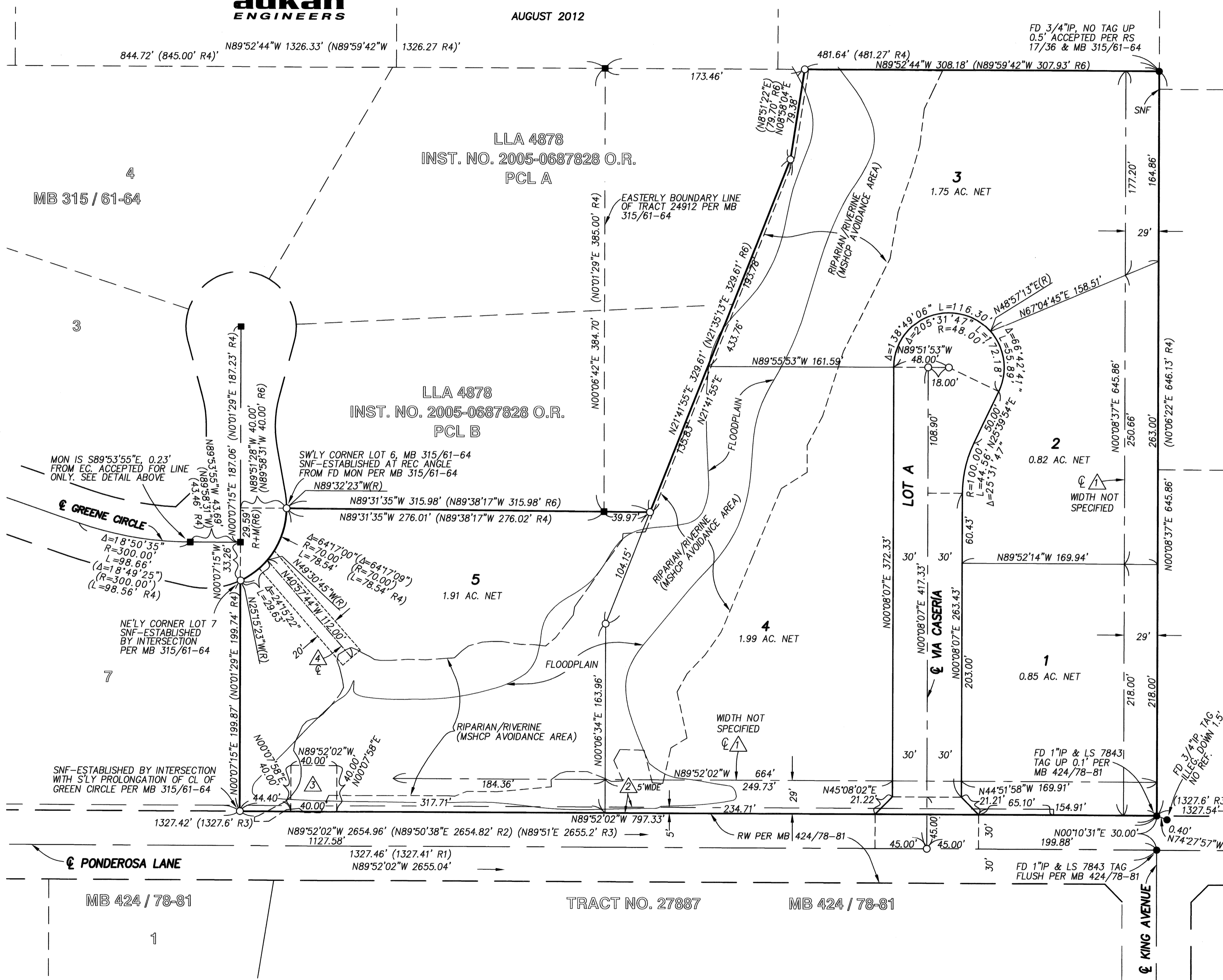
ALL NEW BUILDINGS SHALL BE FLOODPROOFED BY ELEVATING THE FINISHED FLOOR A MINIMUM OF 18 INCHES ABOVE THE HIGHEST ADJACENT WATER SURFACE ELEVATION. EROSION PROTECTION SHALL BE PROVIDED FOR MOBILE HOME SUPPORTS.

NO PERMITS ALLOWING ANY GRADING, CONSTRUCTION, OR SURFACE ALTERATIONS SHALL BE ISSUED WHICH EFFECT THE DELINEATED CONSTRAINT AREAS WITHOUT FURTHER INVESTIGATION AND/OR MITIGATION AS DIRECTED BY THE COUNTY OF RIVERSIDE PLANNING DEPARTMENT. THIS CONSTRAINT AFFECTS LOTS AS SHOWN ON THE ENVIRONMENTAL CONSTRAINT SHEET.

FENCING WHICH RESTRICTS THE MOVEMENT OF WILDLIFE, SHALL NOT BE ALLOWED IN THE WILDLIFE CORRIDOR. PROHIBITED FENCING INCLUDES, BUT IS NOT LIMITED TO, CHAINLINK, BARBED WIRE, AND SOLID WOOD.

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.



☐ PONDEROSA LANE

MB 424 / 78-81

TRACT NO. 27887

MB 424 / 78-81

☐ KING AVENUE