

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



ITEM: 2.12
(ID # 14806)

MEETING DATE:
Tuesday, March 30, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36288 a Schedule "A" Subdivision in the Winchester area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreements for Final Tract Map 36288 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chairwoman of the Board to sign the Improvement Agreements, Lien Agreements and Final Tract Map 36288.

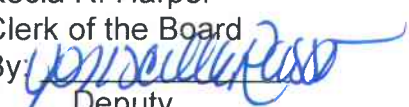
ACTION: Consent


Mark Lancaster, Director of Transportation 3/17/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 30, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%.			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract Map 36288 was approved by the Board of Supervisors on December 11, 2012 as Agenda Item 1.2. Final Map 36288 is a 10.90 acre subdivision creating 73 residential lots, and 2 water quality basin lots in the Winchester area. This Final Map complies in all respects with the provisions of the Subdivision Map Act 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. The Transportation Department recommends approval of this final tract map.

The San Jacinto Family Limited Partnership and the Paul and Debra Marx Family Limited Partnership desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Lien Agreements and Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TM 36288 Onsite \$1,158,500 for the completion of road and drainage improvements.

TM 36288 Onsite \$140,500 for the completion of the water system.

TM 36288 Onsite \$149,000 for the completion of the sewer system.

TM 36288 Onsite \$82,080 for the completion of the monumentation.

TM 36288 Offsite \$221,500 for the completion of off-site road and drainage improvements.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

FTM 36288 Vicinity Map

FTM 36288 Onsite Improvement Agreements

FTM 36288 Onsite Lien Agreements

FTM 36288 Off-site Improvement Agreements

FTM 36288 Off-site Lien Agreements

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

FTM 36288 Mylars

 Jason Farin, Principal Management Analyst 3/23/2021  Gregory V. Priamos, Director County Counsel 3/18/2021

**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 THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36288 - ONSITE**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** 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 **One Million One Hundred Fifty Eight Thousand Five Hundred and no/100 Dollars (\$1,158,500.00)**.

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 or other security 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, his 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, his 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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Addresses: THE JACINTO FAMILY LIMITED PARTNERSHIP 219 Meadow Vista Way, Encinitas, CA 92024 THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP 3951 Sierra Linda Drive, Escondido, CA 92025

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

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

See attached signature page for the signatures of
THE JACINTO FAMILY LIMITED PARTNERSHIP
and
THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

Revised 02/02/10

SIGNATURE PAGE TO
Tract 36288 – ONSITE
AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
by and among the County of Riverside and THE JACINTO FAMILY LIMITED
PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX
FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: David A. Jacinto

Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: Paul G. Marx

Title: General Partner

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 SAN DIEGO

On July 17, 2020 before me, A. VASVANI, Notary Public
(insert name and title of the officer)

personally appeared DAVID A. JACINTO
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.

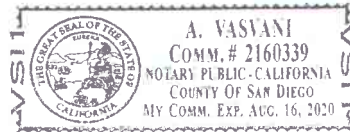
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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.

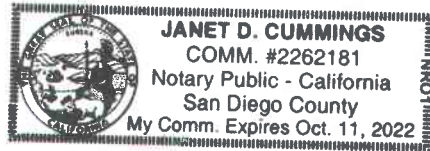
State of California
County of SAN DIEGO

On July 20, 2020 before me, Janet D. Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX,
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

Janet D. Cummings

(Seal)

**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 THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36288 - ONSITE**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** 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 **Eastern 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 **One Hundred Forty Thousand Five Hundred and no/100 Dollars (\$140,500.00)**.

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 or other security 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, his 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, his 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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Addresses: THE JACINTO FAMILY LIMITED PARTNERSHIP 219 Meadow Vista Way, Encinitas, CA 92024 THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP 3951 Sierra Linda Drive, Escondido, CA 92025

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

By _____

Print Name _____

Title _____

By _____

Print Names

Title _____

See attached signature page for the signatures of

THE JACINTO FAMILY LIMITED PARTNERSHIP

and

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

Revised 02/02/10

SIGNATURE PAGE TO
Tract 36288 – ONSITE
AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
by and among the County of Riverside and THE JACINTO FAMILY LIMITED
PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX
FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: David A. Jacinto

Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: Paul G. Marx

Title: General Partner

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 SAN DIEGO

On July 17, 2020 before me, A. VASVANI, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID A. JACINTO,
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.

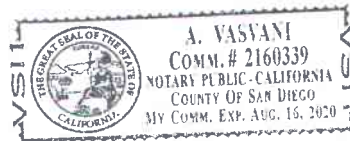
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 SAN DIEGO

On July 20, 2020 before me, Janet D. Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX,
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.

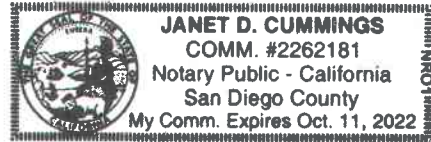
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Janet D. Cummings

(Seal)



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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada
hereinafter called Contractor, limited partnership and THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP, a Nevada limited partnership

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36288 - ONSITE**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the 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 and accepted by the above-named agency into its sewer system. 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. The estimated cost of said work and improvements is the sum of **One Hundred Forty Nine Thousand and no/100 Dollars (\$149,000.00)**.

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 or other security 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, his 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, his 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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other security prescribed by 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, in all cases other than where a lien agreement is used, a 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Addresses: THE JACINTO FAMILY LIMITED PARTNERSHIP 219 Meadow Vista Way, Encinitas, CA 92024 THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP 3951 Sierra Linda Drive, Escondido, CA 92025

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

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

See attached signature page for the signatures of

THE JACINTO FAMILY LIMITED PARTNERSHIP

and

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By Michelle Passer
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]


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

Revised 02/02/10

SIGNATURE PAGE TO
Tract 36288 – ONSITE
AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
by and among the County of Riverside and THE JACINTO FAMILY LIMITED
PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX
FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 
Name: David A. Jacinto
Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 
Name: Paul G. Marx
Title: General Partner

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 SAN DIEGO

On July 17, 2020 before me, A. VASVANI, Notary Public
(insert name and title of the officer)

personally appeared DAVID A. JACINTO,
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.

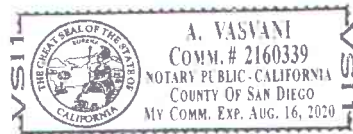
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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.

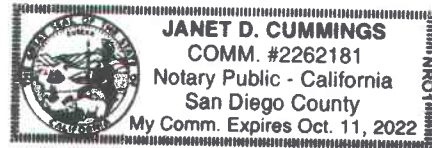
State of California
County of SAN DIEGO

On July 20, 2020 before me, Janet D. Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX,
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 Janet D. Cummings (Seal)

**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 THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada hereinafter called Contractor. limited partnership and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36288 - ONSITE**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** 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, his 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 **Eighty Two Thousand Eighty and no/100 Dollars (\$82,080.00)**.

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 or other security 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, his 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, his 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 or other security, and to the agents, employees and contractors of either of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that 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 him 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 other security with good and sufficient sureties or increase the amount of said bonds or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a good and sufficient security 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.

SEVENTH: 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, he 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 his 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, his 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.

EIGHTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

NINTH: 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.

TENTH: 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	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Addresses: THE JACINTO FAMILY LIMITED PARTNERSHIP 219 Meadow Vista Way, Encinitas, CA 92024 THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP 3951 Sierra Linda Drive, Escondido, CA 92025

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

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

See attached signature page for the signatures of

THE JACINTO FAMILY LIMITED PARTNERSHIP

and

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

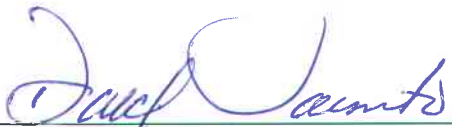
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 02/02/10


SIGNATURE PAGE TO
Tract 36288 – ONSITE
AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS
by and among the County of Riverside and THE JACINTO FAMILY LIMITED
PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX
FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 
Name: David A. Jacinto
Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 
Name: Paul G. Marx
Title: General Partner

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 SAN DIEGO

On July 17, 2020 before me, A. VASVANI, Notary Public
(insert name and title of the officer)

personally appeared DAVID A. JACINTO,
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.

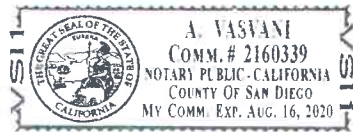
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 SAN DIEGO

On July 20, 2020 before me, Janet D. Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX,
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.

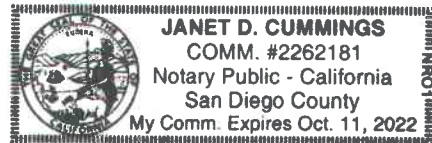
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Janet D. Cummings

(Seal)



**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 THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36288 - OFFSITE**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** 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 Twenty One Thousand Five Hundred and no/100 Dollars (\$221,500.00)**.

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 or other security 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, his 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, his 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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Addresses: THE JACINTO FAMILY LIMITED PARTNERSHIP 219 Meadow Vista Way, Encinitas, CA 92024 THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP 3951 Sierra Linda Drive, Escondido, CA 92025

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

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

See attached signature page for the signatures of

THE JACINTO FAMILY LIMITED PARTNERSHIP

and

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By Wendell Raso
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

Revised 02/02/10

SIGNATURE PAGE TO
Tract 36288 – OFFSITE
AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
by and among the County of Riverside and THE JACINTO FAMILY LIMITED
PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX
FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: David A. Jacinto

Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: Paul G. Marx

Title: General Partner

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 SAN DIEGO

On July 17, 2020 before me, A. VASVANI, Notary Public
(insert name and title of the officer)

personally appeared DAVID A. JACINTO,
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.

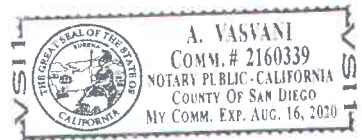
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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.

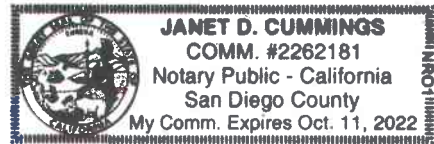
State of California
County of SAN DIEGO

On July 20, 2020 before me, Janet D. Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX
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 Janet D. Cummings (Seal)

WHEN RECORDED PLEASE RETURN TO:

RECORDING REQUESTED BY:

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

FOR THE BENEFIT OF THE COUNTY

COPY

LIEN AGREEMENT

As Subdivision Improvement Security for Tract 36288-ONSITE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

RECORDED AS A BENEFIT

MAR 30 2021 2.12

COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this _____ day of _____, by and among the County of Riverside, a political subdivision of the State of California ("County") and THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada ("Owner") limited partnership and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 36288-ONSITE** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.
- I. County has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of the Map.

J. Owner represents and County has confirmed that Owner has paid all plan check fees and has a deposit based fee account in good standing with the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Owner's Performance and Obligations

A. Owner hereby grants to County, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

(2) Payment of the balance of the fees or provision of the improvements or services described in Article X of the Subdivision Ordinance (collectively, "Fees"), in the amount required in accordance with Ordinance 671, as determined appropriate by the Director of Transportation.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the County. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the County.

C. At the time Owner executes this Lien Agreement, Owner shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay such additional costs to County prior to recordation of the reversion to acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement: provided, however, that Owner shall not be permitted to obtain said permits, substitute such security or commence the installation and construction of any portion of the Improvements if less

than two (2) years have elapsed since the date of recordation of this Lien Agreement.

E. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes upon termination of this Lien Agreement. Owner also agrees to provide the substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvements at the time of substitution, as ascertained by County.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Map. At its sole discretion, the County may grant extensions of time in accordance with Section 17.3 of the Subdivision Ordinance. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the County, and issued within the 60 days prior to the request for an extension of time, that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the balance of the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the County in successfully enforcing Owners obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the County, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the County, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. County's Performance and Obligations

A. Following (1) County's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(D) hereof, (2) deposit by Owner of fees for inspections, tests and other specific purposes, and (3) Owner's payment or other performance of the obligations encompassed by the Fees required by Article X of the Subdivision Ordinance, performance of which are secured by this Lien Agreement, County shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the County to construct the required Improvements.

III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the County agree to

subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the County per Subdivision Ordinance § 17.1.A. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the County, except that Owner's obligation to perform and complete the Improvements within four (4) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Ordinance), as described in Section I(F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Ordinance to the contrary, so long as this Lien Agreement is utilized for security as described herein, the County is not obligated to accept offers of dedication for street or drainage purposes on the Property.

IV. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the County in place of this Lien Agreement except as specifically authorized by County to correct or prevent threats to the public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay the Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to reorganize Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

G. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public

Report for the Property.

I. Breach by Owner of any other term or condition of this Lien Agreement or of the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All references to Owner in this section shall be deemed to include Owner's successors, assignees and transferees.

V. County's Remedies

Upon the occurrence of any of the events described in Section IV, above, County may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at County's option, exercise any one or more of the following remedies:

A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Improvements, and all Fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by County with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

Addresses:

THE JACINTO FAMILY LIMITED PARTNERSHIP
219 Meadow Vista Way, Encinitas, CA 92024

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP
3951 Sierra Linda Drive, Escondido, CA 92025

See attached signature page for the signatures of

THE JACINTO FAMILY LIMITED PARTNERSHIP

and

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP

COUNTY OF RIVERSIDE ("COUNTY")

By: Karen S. Spiegel
Chair, Board of Supervisors
KAREN SPIEGEL

ATTEST:

KECIA HARPER,
Clerk of the Board

By: Rivella Raso
Deputy

_____ ("OWNER") *see next sheet*

By: _____

By: _____

APPROVED AS TO FORM

County Counsel

By: *[Signature]*

SIGNATURE PAGE TO

Tract 36288 – ONSITE

LIEN AGREEMENT

by and among the County of Riverside and THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, and THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

Signature Blocks:

THE JACINTO FAMILY LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: David A. Jacinto

Title: General Partner

THE PAUL AND DEBRA MARX FAMILY
LIMITED PARTNERSHIP
a Nevada limited partnership

By: 

Name: Paul G. Marx

Title: General Partner

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 SAN DIEGO

On JULY 17, 2020 before me, A. VASVANI, Notary Public
(insert name and title of the officer)

personally appeared DAVID A. JACINTO,
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.

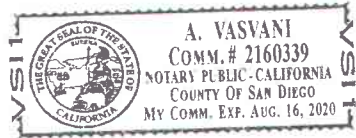
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 SAN DIEGO

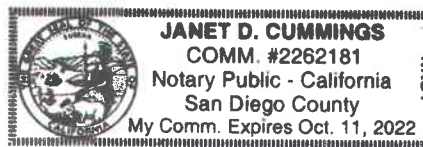
On July 20, 2020 before me, Janet D Cummings, Notary Public
(insert name and title of the officer)

personally appeared PAUL G. MARX
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 Janet D. Cummings (Seal)



Order No.
Escrow No.
Loan No.

Recording Requested by:
**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

DOC # 2019-0531490
12/23/2019 01:17 PM Fees: \$95.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

WHEN RECORDED MAIL TO:

The Jacinto Family Limited Partnership
The Paul and Debra Marx Family Limited Partnership
C/O Sierra Linda Developments, Inc.
3951 Sierra Linda Drive
Escondido, CA 92025

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

00122110-993 902
APN: 461-160-044-4 / *TRIA: 071-050*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTORS DECLARE: Transfer exempt from reassessment pursuant to California Revenue and Taxation Code ("R&T") Section 62(a)(2) - transfer from a legal entity to the owners thereof with same proportional ownership after recordation.

Documentary transfer tax is \$0.00 - This conveyance changes the manner in which title is held, grantors and grantees remain the same and continue to hold the same proportionate interest, R&T 11925(d).


GRANT DEED

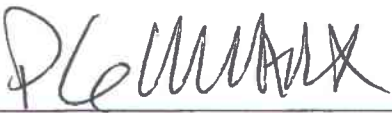
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MEADOW VISTA HOLDINGS, LLC, a limited liability company organized under the laws of the State of California, does hereby GRANT that certain real property in the County of Riverside, State of California, described on Exhibit "A" attached hereto and incorporated herein by this reference, to THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited liability company, an undivided one-half interest, and to THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, an undivided one-half interest, all as tenants in common.

Said Grant Deed is being executed to distribute the real property described herein to the sole members of Grantor.

December 12, 2019

MEADOW VISTA HOLDINGS, LLC
a California limited liability company

By: 
Name: David A. Jacinto
Title: Manager

By: 
Name: Paul G. Marx
Title: Manager

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

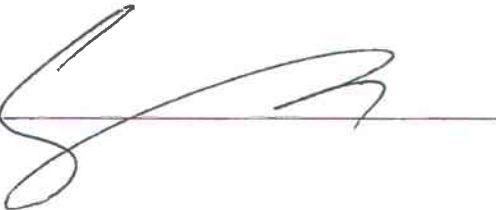
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On December 12, 2019, before me, CASEY MADEIRA WILCOX, Notary Public, personally appeared PAUL G. MARX who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

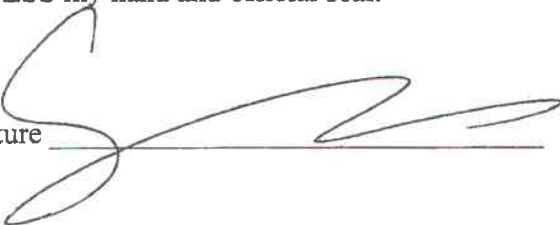
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On December 12, 2019, before me, CASEY MADEIRA WILCOX, Notary Public, personally appeared DAVID A. JACINTO who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

Exhibit "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED , IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 60 OF AMENDED TRACT NO. 30266-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431, PAGES 19 THROUGH 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

APN: 461-160-044-4

DOC # 2020-0177805

04/23/2020 12:34 PM Fees: \$98.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

WHEN RECORDED MAIL TO:

The Jacinto Family Limited Partnership
The Paul and Debra Marx Family Limited Partnership
C/O Sierra Linda Developments, Inc.
3951 Sierra Linda Drive
Escondido, CA 92025

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ALYCIA #778

APN: 461-160-044-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

00122110-993-SD2
TRA 071-050

CORRECTION DEED

THE UNDERSIGNED GRANTORS DECLARE: This transaction is exempt from reassessment because no transfer is being made. This document only serves to correct a prior deed.

Documentary transfer tax is \$0.00 - A correction deed is exempt from transfer tax because no transfer is being made, and no consideration is exchanged. California Revenue & Taxation Code § 11911.

WHEREAS, by a GRANT DEED, dated December 12, 2019, and recorded on December 23, 2019, in the Riverside County Recorder's Office as Document Number 2019-0531490, MEADOW VISTA HOLDINGS, LLC, a limited liability company organized under the laws of the State of California, granted that certain real property in the County of Riverside, State of California, described on Exhibit "A" attached hereto and incorporated herein by this reference, to "THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited liability company, an undivided one-half interest, and to THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, an undivided one-half interest, all as tenants in common."

WHEREAS, in said GRANT DEED, due to a Scrivener's error, the wrong description of "a Nevada limited liability company" was used to describe THE JACINTO FAMILY LIMITED PARTNERSHIP instead of the true and correct description which is "a Nevada limited partnership"; and

WHEREAS, this CORRECTION DEED is executed for the purpose of correcting such Scrivener's error.

THEREFORE, GRANTOR MEADOW VISTA HOLDINGS, LLC, a limited liability company organized under the laws of the State of California, does hereby GRANT that certain real property in the County of Riverside, State of California, described on Exhibit "A" attached hereto and incorporated herein by this reference, to THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, an undivided one-half interest, and to THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, an undivided one-half interest, all as tenants in common.

[continued on next page]

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MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

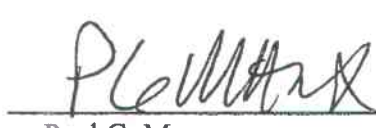
School Site

Said Grant Deed is being executed to distribute the real property described herein to the sole members of Grantor.

April 22, 2020

MEADOW VISTA HOLDINGS, LLC
a California limited liability company

By: 
Name: David A. Jacinto
Title: Manager

By: 
Name: Paul G. Marx
Title: Manager

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

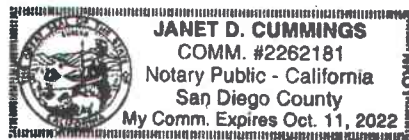
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On April 22, 2020, before me, JANET D. CUMMINGS, Notary Public, personally appeared PAUL G. MARX who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Janet D. Cummings*

(Seal)

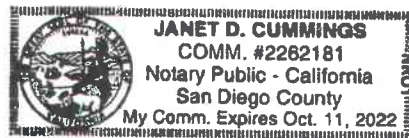
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On April 22, 2020, before me, JANET D. CUMMINGS, Notary Public, personally appeared DAVID A. JACINTO who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *Janet D. Cummings*

(Seal)

Exhibit "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED , IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 60 OF AMENDED TRACT NO. 30266-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431, PAGES 19 THROUGH 26 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

APN: 461-160-044-4

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. 36288 DATE: 6/10/2019
PP, CU, PU, MS OR VL NO. _____ IP: 180061

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 1,158,377.39	\$ 1,158,500.00	\$ 579,250.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water <u>EMWD</u> District Name	\$ 140,628.75	\$ 140,500.00	\$ 70,250.00
Sewer <u>EMWD</u> District Name	\$ 148,812.50	\$ 149,000.00	\$ 74,500.00
Total	<u>1,447,818.64</u>	<u>\$ 1,448,000.00</u>	<u>\$ 724,000.00</u>
Warranty Retention (10%)		<u>\$ 144,800.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts do **do not** include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Richard C. Brasher
Signature

Richard C. Brasher
Name Typed or printed

06/10/2019
Date

C 43819 6/30/2021
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

- *** PLEASE READ INSTRUCTIONS BELOW *****
- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
 - Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
 - For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
8,067	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 161,333.33
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
9,121	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 3,648.40
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
8,703	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 24,368.40
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 0.00
	S.F.	Cold Plane A.C. Pavement	\$ 2.25	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
	S.Y.	Remove A.C. Pavement	\$ 1.45	\$ 0.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
1,814	TON	Asphalt Concrete (75,556 S.F.) (4 in. Section) (144 lbs/cu.ft)	\$ 90.00	\$ 163,260.00
1,400	C.Y.	Agg Base Class II (75,556 S.F.) (6 in. Thickness)	\$ 50.00	\$ 70,000.00
8.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (72,406 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 4,827.07
	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 0.00
4,237	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 63,555.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 10.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 15.00	\$ 0.00
3,594	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 35,940.00
17,128	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 102,768.00
12,816	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 102,528.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
16	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 32,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 50.00	\$ 0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2,247	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 22,470.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
15	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 75,000.00
2	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 5,000.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
4	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 177.78
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
16	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 986.67
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
273	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 30,849.00
93	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 140.00	\$ 13,020.00
88	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 150.00	\$ 13,200.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 155.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 160.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 165.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 170.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 175.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
6	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 360.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
5	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 11,000.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

UNIT COSTS 3/01/2015

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
OFFICE OF THE COUNTY SURVEYOR
MONUMENT BOND COMPUTATION**

MAP #	<u>TRACT # 36288</u>	SCHEDULE <u>A</u>	MAP CHECKER	<u>GARCIA NATALIA</u>
IP #	<u>180061</u>			
Drive Time: Hrs. to Map		Net Work Hrs./Day	Cost per 10 Hr. Day	Cost per Monument

Schedule "A" through "H" Maps

0.5	9	\$2500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478

Out of town Monumentation Surveys

8	\$**	\$415
---	------	-------

Schedule "I" Maps

0.5	9	\$2500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960

Out of town Monumentation Surveys

8	\$**	\$830
---	------	-------

Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>200</u>		<u>\$342</u>		<u>120%</u>		<u>\$82,080.00</u>

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 1/22/2020

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.

** 10-hour work day, meals, and lodging for a 2 person crew, per day, in a 4-day, 40-hour work week.

REVISED 2010

EXHIBIT B

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

1. Page — of —

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 03/31/2021
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.12 Board of Supervisors Meeting 03/30/2021				
	Final Tract Map No 36288 - Sched A Subdivision				
	With Lien & Improvement Agreements - District 3				

21. RECORDS RECEIVED BY: <i>A Gonzales</i>	
22. TITLE <i>Ac a Tech I</i>	23. RECEIVED VIA:
24. DATE RECEIVED:	25. TIME RECEIVED:
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:
28. NAME/DATE SCANNED TO HOLDING AREA:	

30. REMARKS
29. NAME/DATE SCANNED TO LOCATION:

2021 MAR 31 AM 10:24
 ALLEN / CLERK OF SUPERVISORS

*3/30/21 2.12 ✓
2021-4-149137*



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

2021 MAR 25 AM 11:16

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 3/30/2021	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
---------------------------------	---

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 3		

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 36288 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP, IMPROVEMENT AGREEMENTS AND LIEN AGREEMENT

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FTM 36288 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

THE FINAL TRACT MAP IMPROVEMENT AGREEMENTS AND LIEN AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.

THE FINAL TRACT MAP AND LIEN AGREEMENT ARE TO BE DELIVERED TOGETHER TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
14806			

3/30/21 2.12

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE, THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS A, THROUGH D, INCLUSIVE, THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS RIGHTS OF ACCESS ALONG DOMINGUEZ PARKWAY, THE OWNER OF LOTS 9 THROUGH 25, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY EASEMENT OVER ALL OF WATER QUALITY BASIN LOTS 47 AND 74, AS SHOWN HEREON, THE DEDICATION IS FOR WATER QUALITY AND INSPECTIONS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVER ALL OF LOTS 47 AND 74 AND A PORTION OF LOTS 19 THROUGH 28, INCLUSIVE AND LOTS 48 THROUGH 61, INCLUSIVE, AS SHOWN HEREON, THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOTS 47 AND 74 IN FEE, INDICATED AS WATER QUALITY BASIN, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE JACINTO FAMILY LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

BY: David Daniels

DAVID A. JACINTO, GENERAL PARTNER

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

BY: Paul G. Marx

PAUL G. MARX, GENERAL PARTNER

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 CALIFORNIA
COUNTY OF San Diego
ON Jan 22, 2021 BEFORE ME, Saret D. Lummings A NOTARY PUBLIC,
PERSONALLY APPEARED David A. Jacinto

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 Saret D. Lummings NAME Saret D. Lummings
PRINCIPAL COUNTY OF BUSINESS San Diego
COMMISSION EXPIRES Oct. 11, 2023 COMMISSION # OF NOTARY 2212181

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.

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
TRACT NO. 36288

BEING A SUBDIVISION OF LOT 60, AS SHOWN BY AMENDED TRACT MAP NO. 30286-1 FILE IN BOOK 431 OF MAPS, AT PAGES 19 THROUGH 26, INCLUSIVE, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY CALIFORNIA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN
GEOCENTRIC LAND SURVEYING
FEBRUARY, 2018

ABANDONMENT OF PUBLIC STREETS AND PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66434 AND 66469.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

1. THAT PORTION OF AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-0103927, O.R., WITHIN THE BOUNDARY OF THIS TRACT MAP.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 4,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: February 18, 2021

CASHOR SURETY BOND
MATT JENNINGS
COUNTY TAX COLLECTOR

BY: Shara Lathrop DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 4,700.00

DATE: February 18, 2021

MATT JENNINGS
COUNTY TAX COLLECTOR
BY: Shara Lathrop DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE WINCHESTER / NORTH HEMET SUB-WATERSHED OF THE SALT CREEK CHANNEL AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

VALLEY-WIDE RECREATION AND PARK DISTRICT

SURVE

THIS MAP REQUIRES THAT THE MONUMENTS BE SHOWN AS INDICATED.

DATE: _____

LOREN L. S. NO. _____

COUNT

THIS MAP ON THE DATE OF CORRECT

DATE: _____
DAVID L. S. NO. 8

BOARD

THE COUNTY AGENTS ACCEPTS INCLUSIVELY

PURSUANT TO SECTIONS 66434 AND 66489.202 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

1. THAT PORTION OF AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-0703827, O.R., WITHIN THE BOUNDARY OF THIS TRACT MAP.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 4,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: February 18, 2021

CASH OR SURETY BOND
MATT JENNINGS
COUNTY TAX COLLECTOR

BY: Alisa Lathrop DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 4,700.00

DATE: February 18, 2021

MATT JENNINGS
COUNTY TAX COLLECTOR

BY: Alisa Lathrop DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE WINCHESTER / NORTH HEMET SUBWATERSHED OF THE SALT CREEK CHANNEL AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 89483, ET SEQ. OF THE GOVERNMENT CODE AND SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIERS CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICH EVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.

DATE: FEB 4, 2021

BY: Dean Welter
DEAN WELTER
GENERAL MANAGER

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 MEADOW VISTA HOLDINGS ON JANUARY 25, 2018. 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: 1-22, 2021

LORNE L. DARRON
L.S. NO. 7824



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH 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 MAP NO. 36288 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON DECEMBER 11, 2012, THE EXPIRATION DATE BEING June 7, 2022 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 3-24, 2021

DAVID L. MCWILLIAN, COUNTY SURVEYOR
L.S. NO. 8488, EXPIRES 12-31-2022



BOARD OF SUPERVISORS 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 FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH THE COUNTY STANDARDS AND INCLUDES THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG DOMENGINI PARKWAY AND LOTS 9 THROUGH 25, INCLUSIVE, FOR PUBLIC ROAD AND UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM.

THE DEDICATION OF THE WATER QUALITY EASEMENT AS SHOWN HEREON, IS HEREBY ACCEPTED.

DATE: March 30, 2021

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: Karen S. Spang
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: Joe Maxwell DEPUTY