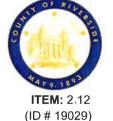
### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



(ID # 19029)

**MEETING DATE:** 

Tuesday, May 17, 2022

FROM:

TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37533 a Schedule "A" Subdivision in the Homeland area. District 3. [Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve the Improvement Agreements for Final Tract Map 37533 as approved by County Counsel;
- 2. Approve the Final Map; and
- 3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 37533.

**ACTION:Consent** 

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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:

May 17, 2022

XC:

Transp.

Kecia R. Harper

Clerk of the Board

By: 2000 Mugg

Deputy

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

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		т	Total Cost:			Ongoing Cost	
COST	\$	0	\$	0		\$	0		\$	0
NET COUNTY COST	\$	0	\$	0		\$	0		\$	0
SOURCE OF FUNDS	100%			Budget	Adj	ustment:	N/A	4		
	10070			For Fis	cal \	ear:	N/	Α		

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

Tentative Tract Map 37533 was approved by the Board of Supervisors on March 17, 2020, as Agenda Item 21.2. Final Tract Map 37533 is a 20.37-acre subdivision that is creating 138 residential lots and 2 open space lots in the Homeland 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.

KB Home Coastal, Inc. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Liberty Mutual Insurance Company are as follows:

TR 37533 \$1,298,000 for the completion of road and drainage improvements.

TR 37533 \$172,000 for the completion of the water system.

TR 37533 \$197,000 for the completion of the sewer system.

TR 37533 \$70,600 for the completion of the survey monumentation.

#### **Additional Fiscal Information:**

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

#### ATTACHMENTS:

TR 37533 Vicinity Map
TR 37533 Improvement Agreements
TR 37533 Mylars

Jason Farin, Principal Management Analyst 5/11/2022

# 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 KB Home Coastal Inc., 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 <u>Tract 37533</u>, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within <u>24</u> 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 <u>One Million Two Hundred Ninety Eight Thousand and no/100 Dollars</u> (\$1,298,000.00).

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 guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

Agreement for the Construction of Road/Drainage Improvements Tract 37533

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

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

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 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 bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

#### County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 KB Home Coastal Inc. 36310 Inland Valley Dr., Ste. 300 Wildomar, CA 92595

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

Ву
Print Name Scott Hansen
Title VP, Forward Planning
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Agreement for the Construction of Road/Drainage Improvements Tract <u>37533</u> Page 3

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>	
County of Riverside	
On	e name(s) is/are subscribed to me that he/she/they capacity(ies), and that by ne person(s), or the entity
I certify under PENALTY OF PERJURY under California that the foregoing paragraph is true a	
WITNESS my hand and official seal.	
Shannon Luebs	SHANNON LUEBS  Notary Public - California Riverside County Commission # 2365760 My Comm. Expires Aug 10, 2025  (SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE IR, BOARD OF SUPERVISORS ATTEST: KECIA R. HARPER, Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

# 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 KB Home Coastal Inc., 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 37533, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by 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 Hundred Seventy Two Thousand and no/100 Dollars (\$172,000.00).

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 guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

Agreement for the Construction of Water System Improvements Tract **37533** 

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

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

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

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 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 bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

Agreement for the Construction of Water System Improvements

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

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

#### County

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

#### Contractor

KB Home Coastal Inc. 36310 Inland Valley Dr., Ste. 300 Wildomar, CA 92595

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

By
Print Name Scott Hansen
Title VP, Forward Planning
By
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Agreement for the Construction of Water System Improvements Tract 37533
Page 3

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>
County of Riverside
On before me, Shannon Luebs, Notary Public, personally appeared Scott Hansen, 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.
SHANNON LUEBS Notary Public - California Riverside Country Commission # 2365760 My Comm. Expires Aug 10, 2025  Shannon Luebs  (SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE AIR, BOARD OF SUPERVISORS KECIA R. HARPER, Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

# 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 KB Home Coastal Inc., 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 <u>Tract 37533</u>, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within <u>24</u> 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 provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>Seventy Thousand Six Hundred and no/100 Dollars</u> (\$70,600.00).

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

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

Agreement for the Placement of Survey Monuments Tract **37533** 

11act <u>3/333</u>

Page 1

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

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

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

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

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

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

#### County

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

#### Contractor

KB Home Coastal Inc. 36310 Inland Valley Dr., Ste. 300 Wildomar, CA 92595

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

By
Print Name Scott Hansen
Title VP, Forward Planning
By
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Agreement for the Placement of Survey Monuments Tract <u>37533</u> Page 3

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of <u>California</u>	
County of <u>Riverside</u> ∫	
On	whose name(s) is/are subscribed dged to me that he/she/they rized capacity(ies), and that by ent the person(s), or the entity
I certify under PENALTY OF PERJURY California that the foregoing paragraph is tr	
WITNESS my hand and official seal.	
Shannon Luebs	SHANNON LUEBS Notary Public - California Riverside County Commission # 2365760 My Comm. Expires Aug 10, 2025
Olianiion Eucos	(SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

CHAIR, BOARD OF SUPERVISORS

KECIA R. HARPER, Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

# 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 KB Home Coastal Inc., 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 37533, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a 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 Ninety Seven Thousand and no/100 Dollars (\$197,000.00).

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 guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

Agreement for the Construction of Sewer System Improvements

Tract <u>37533</u>

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

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

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 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 bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

#### County

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

#### Contractor

KB Home Coastal Inc. 36310 Inland Valley Dr., Ste. 300 Wildomar, CA 92595

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

Ву
Print Name Scott Hansen
Γitle VP, Forward Planning
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Agreement for the Construction of Sewer System Improvements Tract  $\underline{\textbf{37533}}$  Page 3

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>	
County of Riverside	
personally appeared Scott Hansen, who psatisfactory evidence to be the person(s) who to the within instrument and acknowled executed the same in his/her/their authori his/her/their signature(s) on the instrument upon behalf of which the person(s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted, expenses the same in his/her/their authorical person (s) acted (s) a	nose name(s) is/are subscribed lged to me that he/she/they zed capacity(ies), and that by it the person(s), or the entity
I certify under PENALTY OF PERJURY under California that the foregoing paragraph is true	
WITNESS my hand and official seal.	
Mun Luch Shannon Luebs	SHANNON LUEBS Notary Public - California Riverside County Commission # 2365760 My Comm. Expires Aug 10, 2025

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

By JEFF HEWITT

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER, Clerk of the Board

By Zuly Martinez
Deputy

APPROVED AS TO FORM

County Counsel

By By

Revised 09/01/2020



## TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM PORT OF SUPER YIS CR

OARD APPROVAL REQUIRE	): ⊠ Yes □ No □ □			2022 MAY 11 PM 3: 16		
DUNTY COUNSEL APPROVA		☐ AGREEMENT/C	CONTRACT	NO.:		
REQUESTED BOARD DATE:	5/17/2022	CAI	N IT GO AT A I	LATER DATE: □YES □NO		
- A BAFAIDA AFRIT	NO.		DEB.	NO.		
AMENDMENT		☐ CHANGE ORI	DEK	NO.		
RESOLUTION	NO.	ORDINANCE		NO.		
AWARD PACKAGE	☐ FINAL MAP	☐ ACQUISITION		☐ ADVERTISEMENT PACKA		
OTHER:		SUPERVISORIAL	DISTRICT: 3			
PROJECT/SUBJECT:						
FINAL TRACT MAP NO: 375	533 (Schedule "A")					
DESCRIPTION: APPROVAL	OF FINAL TRACT MAP AND IM	PROVEMENT AGE	REEMENTS.			
CONTRACTING PARTY: Pa	ul Hillmer		W.O. NO.:	FTM37533 (TC-SU21)(DBF)		
PROJECT MANAGER: Paul	Hillmer		EXTENSION	: 5-1843		
FORM 11 AUTHOR/CONTA	CT: Paul Hillmer		EXTENSION:			
FISCAL						
AMOUNT: \$ (0)			CHANGE OF	RDER AMOUNT: \$		
FUNDING SOURCE (S): Ap	olicant Fees		FUNDING S	OURCE(S):		
ROUTING						
SPECIAL ROUTING INSTRU	CTIONS (e.g., who receives o	riginal agreemen	ts, companio	n item, rush, etc.):		
THE FINAL TRACT MAP AN THE BOARD.	D 3 COPIES OF THE IMPROVE	MENT AGREEMEN	TS ARE TO BE	EXECUTED BY THE CHAIR OF		
	D SUBDIVISION GUARANTEE I					
	MENT AGREEMENT AND RETU		NING COPIES	TO TRANSPORTATION.		
CCAR S FUR THIS TRACT A	RE SUBMITTED WITH TRACT 2	3322.				
MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE	RECEIVED:	INITIALS:		
19029						

5/17/22 2.12 2000-15-152×11

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

1.	Work (	Order#		567 11	
		S. J. S.V.	2	100	
	105,000		\$50 c	145	

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 05/18/2022			
4. ORGANIZATION County of Riverside				9. A	9. ACCOUNT# 11. MEDIA CODE					
5. ADDRESS 4080 Lemon St., Room 127				12. 1	12. NO. OF BOXES TRANSFERRED					
CITY Riverside, Ca. 92501				13. F	13. RECORDS TRANSFERRED BY:					
6. MAIL STO 1010	OP	7. Name PHONE # Sue Maxwell	FAX# 955-1069 955-1	071	14, RECORDS COORDINATOR (must be Authorized):					
15. BOX # (Temp)	Must be the s	SCRIPTION OF RECORDS same as records series title		17. RANG OF YE		RS DATE SERIES TITLE B			MANENT BOX # code label)	
	Board Date 05/17/2022 Item No 2.12 Final Tract Map No 37533-Sched"A" Subdivision of Parcel 3									
Subdivision of all of Parcel 3 SEC 7 T5S R2W SBM With CC&Rs & Improvement agreements & Subdivison Guarantee										
	District 3							1		
								4		
21. RECORDS RECEIVED BY:						30. REMARKS				Pro-
22. TITLE ALL 23. RECEIVED VIA:							2022 HAY	LAN / SOAND OF SO.		
24. DATE RECEIVED: 25. TIME RECEIVED;							8	Δ <sub>1</sub> , υ οι		
26. BOXES VERIFIED BY:								AN IO	F V0A.	
28. NAME\DATE SCANNED TO HOLDING AREA:					29. NAME\DATE S	CANNED TO	LOC		ī	



# TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM 180 ARD OF SUPERVISOR

					2022 MAY 11 PH 3: 16	
DARD APPROVAL REQUIR DUNTY COUNSEL APPRO\		□ A	GREEMENT/C	CONTRACT	NO.:	
REQUESTED BOARD DATE: 5/17/2022			CAN IT GO AT A LATER DATE: ☐YES ☐NO			
☐ AMENDMENT	NO.		☐ CHANGE ORDER		NO.	
RESOLUTION	NO.		☐ ORDINANCE		NO.	
☐ AWARD PACKAGE	☑ FINAL MAP		☐ ACQUISITION/EDA		☐ ADVERTISEMENT PACKAG	
☐ OTHER:			SUPERVISORIAL DISTRICT: 3			
PROJECT/SUBJECT:						
FINAL TRACT MAP NO: 3						
DESCRIPTION: APPROVA	L OF FINAL TRACT MAP AN	ND IMPRO	VEMENT AGR	REEMENTS.		
CONTRACTING PARTY: Paul Hillmer			W.O. NO.: FTM37533 (TC-SU21)(DBF)			
PROJECT MANAGER: Paul Hillmer				EXTENSION: 5-1843		
FORM 11 AUTHOR/CONTACT: Paul Hillmer				EXTENSION:		
FISCAL			1			
AMOUNT: \$ (0)				CHANGE ORDER AMOUNT: \$		
FUNDING SOURCE (S): Applicant Fees				FUNDING SOURCE(S):		
ROUTING						
SPECIAL ROUTING INSTR	UCTIONS (e.g., who recei	ives origin	al agreement	ts, companior	n item, rush, etc.):	
THE FINAL TRACT MAP A THE BOARD.	ND 3 COPIES OF THE IMPF	ROVEMEN	T AGREEMEN	TS ARE TO BE	EXECUTED BY THE CHAIR OF	
THE FINAL TRACT MAP A					JNTY RECORDER. COB RETAIN	
	MENT AGREEMENT AND			NING COPIES	TO TRANSPORTATION.	
CC&R'S FOR THIS TRACT	ARE SUBMITTED WITH TR	ACT 29322	2.			
MINUTETRAQ (MT) NO	D: TRANS TRACKIN	G ID:	: DATE RECEIVED: INITIALS:			
19029						
	4					

#### **RECORDING REQUESTED BY:**

First American Title Company Homebuilder Services Division

#### WHEN RECORDED MAIL TO:

First American Title Company 1250 Corona Pointe, Suite 200 Corona, CA 92879

Order: 5678067

## SUBDIVISION GUARANTEE TRACT MAP NO. 37533

CLTA Subdivision Guarantee (4-10-75)

Order Number: NHSC-5678067

Page Number: 1

#### **SUBDIVISION GUARANTEE**

Fee: \$150.00

Tract Map No. 37533

First American Title Insurance Company a corporation

#### **GUARANTEES**

The County of Riverside and any City within which said subdivision is located in a sum not exceeding \$10,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

KB Home Coastal Inc., a California corporation (Owner)

The map hereinbefore referred to is a subdivision of:

BEING A SUBDIVISION OF ALL PARCEL 3 AND ALL OF LOT "I", TOGETHER WITH PORTIONS OF LOT "D" AND LOT "K" AS SHOWN ON PARCEL MAP NO. 37690, RECORDED IN BOOK 251, PAGES 99 THROUGH 105 INCLUSIVE, OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

Dated: April 19, 2022

First American Title Insurance Company

Mark 9.7.80 Sug L-Smith

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

# Additional Attachments Filed with Item No: 2.11

Board Date: May 17, 2022

Topic: CC&Rs

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

BEING A SUBDIVISION OF ALL OF PARCEL 3 AND ALL OF LOT 1", TOGETHER WITH PORTIONS OF LOT "D" AND LOT "K", AS SHOWN ON PARCEL MAP NO. 37690, RECORDED IN BOOK 251, PAGES 99 THROUGH 105 INCLUSIVE, OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

K & A ENGINEERING, INC. JANUARY, 2021

RECORDER'S STAT	<b>TEMENT</b>

FILED THIS _	DAY OF	20
AT	M. IN BOOK	OF MAPS,
AT PAGES	, AT 1	THE REQUEST OF
THE CLERK OF	THE BOARD.	
NO		
FEE		
PETER ALDAN	A.	
ASSESSOR -	COUNTY CLERK - REC	CORDER
BY:		, DEPUTY
SUBDIVISION O	WARANTEE: FIRST AME	ERICAN TITLE COMPAN

#### OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
LOTS "A" THROUGH "I", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION LOT "A", SULTANAS ROAD, AND LOT "I", WATSON ROAD, THE OWNERS OF LOTS 22
THROUGH 44, INCLUSING, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT
THE CENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WOTH THAT RESULTS IN THE VACATION THEREOF
SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO VALLEY-MIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSDE, STATE OF CALIFORNIA:

"OPEN SPACE" LOTS 139 AND 140, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MANITEMANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENTS LYING WITHIN LOTS 22 AND 23, AS SHOWN HEREON. THE DEDICATION IS FOR MAINTENANCE OF FLOOD CONTROL FACULTIES.

KB HOME COASTAL INC., A CALIFORNIA CORPORATION

COTT HANSEN, MCE PRESIDENT

#### NOTARY ACKNOWLEDGMENT

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

STATE OF California

ON MODILISATION BEFORE WE SHAMPON LUCS A NOTARY PUBLIC, PERSONALLY APPLACED SLOW HOUSE NAMES IN STRUCTURE TO USE ON THE BASS OF SATESACTORY EVENENCE TO BE THE PERSON(S) MODE NAMES(S) IS/ARE SUBSCRIBED TO THE WINN INSTRUMENT AND ACKNOMEDOED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THER AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HE/FITHER SOCIATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF MICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Sharm Ruebs PRINT NAME: Shannon Luebs MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY.
MY COMMISSION EXPIRES: 8/10/2025
MY COMMISSION NUMBER: 23/25/10/

#### 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 SUBBINISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KEH HOME COASTAL INC., A CALIFORNIA CORPORATION ON MAY 2, 2019, I HEREBY STATE THAT ALL MOUNDENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONIMENT ARECEMENT FOR THE MAP AND THAT THE MONIMENTS ARE, OF 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 SHOWLED.

4/12 . 2022

ROBERT SCIPIOBLUME P.L.S. NO. 9154 EXPIRES MARCH 31. 2023

EXPIRES 12/31/2022

#### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON TENTATIVE TRACT MAP 37533 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISION ON 0,3/17/2020, THE EXPIRATION DATE BEING 03/17/2023, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

4-28 20 12

12 DAVID L. MCMILLAN COUNTY SURVEYOR



#### BOARD OF SUPERVISOR'S STATEMENT

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

THE OFFERS OF DEDICATION MADE HEREON OF THE "STORM DRAIN EASEMENTS" LYING WITHIN LOTS 22 AND 23 ARE HEREBY NOT ACCEPTED.

DATE: 05/17/ 2022

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KECIA HARPER CLERK OF THE BOARD OF SUPERVISORS

TAX COLLECTOR'S CERTIFICATE

DATE: 11/1 25 . 20 22

BY: Marin Mendeza DEPUTY

BY: Sue Majwell

#### NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE HOMELAND/ROMOLAND AREA LINE A DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERWISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 16,248, ET SEO, OF THE GOVERNMENT CODE AND THAT 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 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BILLIDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS RIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF ETHER THAT GRADING OR BILLIDING PERMIT FOR SAID FREED OF ETHER THE GRADING OR BUILDING PERMIT. SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF ETHER THE GRADING OR BUILDING 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 NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.

DATED: 04. 15.2022 Dan Wit DEAN WETTER GENERAL MANAGER

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 69.780.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERMSORS OF THE COUNTY OF RIVERSOR, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, UNLIFORD, 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 BONDRO OF SUPERMSORS. THAT OF ATTIS ATTIFICATION. ASSESSMENTS AND YET EXTENDED. Ann 25 . 2012

CASH OR SURETY BOND MATTHEW JENNINGS, COUNTY TAX COLLECTOR

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: Merin Mendeza DEPUTY