

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



**ITEM: 2.25
(ID # 19523)**

MEETING DATE:
Tuesday, August 30, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36599 a Schedule "D" Subdivision in the Sage area. District 3.
[Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

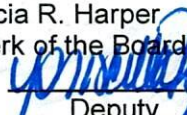
1. Approve the Improvement Agreements for Final Tract Map 36599 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 36599.

ACTION:Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: August 30, 2022
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

Final Tract Map 36599 was approved by the Board of Supervisors on March 24, 2015, as Agenda Item 16-1. Final Map 36599 is a 79.65-acre subdivision creating 15 lots in the Sage 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.

Mark Marshall and William Clenney, desire to enter into Improvement Agreements to guarantee the construction of the required improvements and have 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 Markel Insurance Company are as follows:

- TR 36599 \$349,000 for the completion of road and drainage improvements.
- TR 36599 \$58,500 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- TR 36599 Vicinity Map
- TR 36599 Improvement Agreements
- TR 36599 Mylars


 Jason Farin, Principal Management Analyst 8/24/2022


 Ronak Patel, Deputy County Counsel 8/24/2022

**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 Mark Marshall & William Clenney, 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 36599**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three hundred forty-nine thousand and no/100 Dollars (\$349,000.00)**.

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.

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.

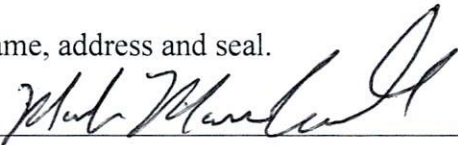
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Contractor
Mark Marshall & William Clenney
37895 Luna Drive
Temecula, CA 92592

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

By 

Print Name Mark Marshall

Title Owner

By 

Print Name William Clenney

Title Owner

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

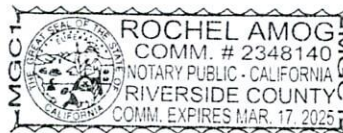
State of California
County of Riverside

On 05/09/2022 before me, ROCHEL AMOG, Notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Jeff Hewitt

JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By Kecia R. Harper
Deputy

APPROVED AS TO FORM

County Counsel

By B. F.

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 Mark Marshall & William Clenney, 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 36599**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as 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 **Fifty-eight thousand five hundred and no/100 Dollars (\$58,500.00)**.

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

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

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

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

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

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

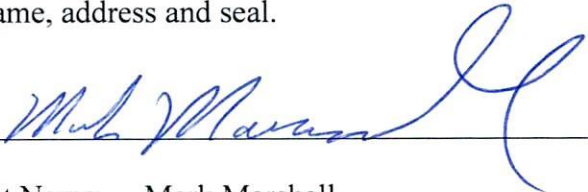
EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

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


County
Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Contractor
Mark Marshall & William Clenney
37895 Luna Drive
Temecula, CA 92592

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

By  _____
Print Name Mark Marshall

Title Owner

By  _____
Print Name William Clenney

Title Owner

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

State of California
County of Riverside

On 05/09/2022 before me, ROCHEL AMOG, NOTARY PUBLIC
(insert name and title of the officer)

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

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

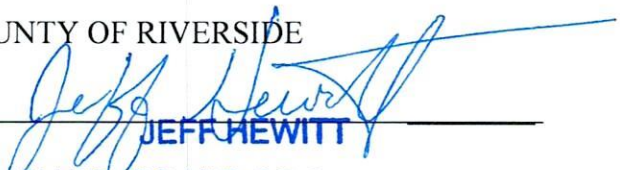
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By 
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020



TRANSPORTATION DEPARTMENT

2.25

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

2022 JUL 27 PM 1:26

BOARD APPROVAL REQUIRED: Yes No
COUNTY COUNSEL APPROVAL: Yes No

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

REQUESTED BOARD DATE: 8/30/2022	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: 36599 (Schedule "D")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM36599 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION: 5-1843

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 AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL TRACT MAP AND SUBDIVISION GUARANTEE IS TO BE DELIVERED TO THE COUNTY RECORDER. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19523			

8/30/22
2022-8-153343



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

2022 JUL 27 PM 1:26

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 8/30/2022

CAN IT GO AT A LATER DATE: YES 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:

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CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM36599 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION: 5-1843

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 AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL TRACT MAP AND SUBDIVISION GUARANTEE IS TO BE DELIVERED TO THE COUNTY RECORDER. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19523			

8/30/22 2.25
2022-8-153343

RECORDING REQUESTED BY

LAWYERS TITLE – 622660000

AND WHEN RECORDED MAILTO:

4M Engineering

41635 Enterprise Circle North #B

Temecula, CA 92590

MAP		MB	PG		PAGE
	COPY	LONG	REFUND	NCHG	EXAM

TRACT MAP 36599
SUBDIVISION GUARANTEE



Lawyers Title

Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

SUBDIVISION GUARANTEE

ISSUED BY

Commonwealth Land Title Insurance Company

File No.: **622660000**

Fee: \$1,000.00

Subdivision: 36599

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:

See attached Schedule A, Part I

The map hereinabove referred to is a subdivision of:

See Exhibit A Attached

Dated: **June 20, 2022 at 7:30 AM**

By: *Melanie Bombardieri*
Authorized Signatory

By: *Barbara Northrup*
Barbara Northrup, Subdivision Title Officer

SCHEDULE A

PART I

As of the date hereof, the party(ies) whose signature(s) will be necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of the Final Map or Parcel Map of said land and offering for dedication any streets, roads, avenues and other easements offered by such map are:

- A. The signature(s) of the party(ies) named hereinafter will be required as owner(s) of the herein named interest of said land, pursuant to the provisions of Section 66436 of the Subdivision Map Act.**

Nature of Interest: A Fee
 Owner(s):

MARK MARSHALL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 50% INTEREST, AND WILLIAM CLENNEY, A SINGLE MAN, AS TO AN UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON

- B. The signature of either the trustee or the beneficiary named below but not both, will be required under the provisions of Section 66436, Subsection (a) (2) of the Subdivision Map Act for the following deed(s) of trust:**

NONE

- C. The signature(s) of the party(ies) named hereinafter as owner(s) of the interest set forth, may be omitted under the provisions of Section 66436, (a)(3)(A)(i-viii) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature(s) is (are) not required by the local agency.**

Nature of Interest: Easement
 In favor of: United States of America
 Purpose: Right of Way for ditches and canals, and right of way, exceptions and reservations
 Recording Date: December 28, 1953
 Recording No.: Book 1538, Page 317 of Official Records

Nature of Interest: Easement
 In favor of: Southern California Edison Company
 Purpose: Public Utilities
 Recording Date: June 26, 2014
 Recording No.: 2014-0236676 of Official Records

- D. The signatures of the party(ies) named hereinafter as owner(s) of the interest set forth, may be omitted under the provisions of Section 66436, Subsection (a)(3)(C) of the Subdivision Map Act, their interest is such that it cannot ripen into a fee title and said signature(s) is (are) not required by the local agency.**

NONE

Exhibit A

All that certain real property situated in the County of Riverside, State of California, described as follows:

TENTATIVE TRACT MAP 36599 BEING A DIVISION OF:

The South half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 26, Township 7 South, Range 1 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

Excepting therefrom the Southeast Quarter of the Northwest Quarter of said Section 26, as conveyed to William E. Smalley, et ux by Deed recorded April 27, 1960 as Instrument No. 37247, of Official Records.

Also excepting therefrom any portion lying within the boundaries of the property described in that certain Conditional Certificate of Compliance No. 6980, recorded February 15, 2012 as Instrument No. 2012-0068428 of Official Records.

Assessor's Parcel No: 915-260-002

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

RECORDED

TRACT MAP 36599

FILED THIS BOOK CLERK OF THE NO. FEE

BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NW 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SEC. 26, T.7S., R.1W., SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY THE UNITED STATES GOVERNMENT SURVEY. EXCEPTING THEREFROM THE SE 1/4 OF THE NW 1/4, ALSO EXCEPTING THEREFROM THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF THE NW 1/4.

4M ENGINEERING AND DEVELOPMENT, INC. FEBRUARY, 2015

PETER ALDAN, BY: SUBDIVISION G

SURVEYOR THIS MAP WAS SURVEYED IN CC LOCAL ORDINANCE HEREBY STATI POSITIONS INC THE MONUMEN SUFFICIENT TO SUBSTANTIALL SURVEY IS TR DATE: June

MCS MATTHEW W. : EXPIRES 12-3

COUNTY SUPERVISOR SUPERVISION TENTATIVE MA BOARD OF SU 24, 2022, AN

DATE: 7

DAVID L. McM L.S. 8488 EXP 12-31-

OWNER'S STATEMENT

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

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENT", LYING WITHIN LOT 1 AND LOTS 4 THROUGH 15, INCLUSIVE, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

William Marshall MARSHALL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 50%

William Cleuney WM CLEUNNEY, A SINGLE MAN, AS TO AN UNDIVIDED 50% INTEREST

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/SANTA GERTRUDIS VALLEY 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 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 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.

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 \$ 1,800.00

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

DATE: June 29 20 22 MATTHEW JENNINGS, COUNTY TAX COLLECTOR BY: Peter Marshall DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 1,800.00 HAS BEEN DEPOSITED WITH THE CLERK OF THE COUNTY OF RIVERSIDE

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/SANTA GERTRUDIS VALLEY 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 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 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.

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

\$ 1,800.00
THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

DATE: June 29, 2022

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: Patricia Murrell, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 1,800.00 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.

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

DATE: June 29, 2022

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Patricia Murrell, DEPUTY

SIGNATURE OMISSIONS

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

INSURANCE COMPANY, AS UNDERWRITER

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 GEORGE R. BROWN, ON FEBRUARY 2, 2015. 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: June 16, 2022



Matthew W. Spiro
MATTHEW W. SPIRO, S. 8461
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 THE TENTATIVE MAP OF TRACT MAP 36599 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON MARCH 24, 2015, THE EXPIRATION DATE BEING SEPTEMBER 24, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 7-25, 2022



David L. McMillan
DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. 8488
EXP. 12-31-22

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. THE BOARD DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

DATE: 8-30, 2022

ATTEST:



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 SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 36599 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON MARCH 24, 2015, THE EXPIRATION DATE BEING SEPTEMBER 24, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 7-25, 2022

DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. 8488
EXP. 12-31-22



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREOF FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE BOARD DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

DATE: 8-30, 2022

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: Jeff Hewitt
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: Mariana Smith