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



ITEM: 2.17 (ID # 20595) MEETING DATE: Tuesday, November 29, 2022

# FROM : TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 30760-3 a Schedule "A" Subdivision in the Horsethief Canyon area. District 1. [Applicant Fees 100%]

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

- 1. Approve the Improvement Agreements for Final Tract Map 30760-3 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 30760-3.

# ACTION:Consent

OIMAAA ster, Director of Transportation 10/25/2022

# MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays:	None
Absent:	None
Date:	November 29, 2022
XC:	Trans.

Kecia R. Harper Clerk of the Board Byr

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Yea	ar:	т	otal Cost:		Ongoin	g Cost	
COST	\$	0	\$	0		\$	0		\$	0
NET COUNTY COST	\$	0	\$	0		\$	0		\$	0
SOURCE OF FUNDS: Applicant Fees 100%				Budget	t Adj	ustment:	N/A	1		
Control of Fondo. Applicant Fees 100%		10070			For Fis	cal Y	'ear:	N//	٩	

C.E.O. RECOMMENDATION: Approve

## BACKGROUND:

## <u>Summary</u>

The Tentative Map of Tract 30760-3 was approved by the Board of Supervisors on September 14, 2004, as Agenda Item 16.2. Final Tract Map 30760-3 is a 22.17-acre subdivision creating 86 residential lots and 1 open space lot in the Horsethief Canyon 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.

Temescal Valley Land, LLC., 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.

TR 30760-3 \$1,447,000 for the completion of road and drainage improvements. TR 30760-3 \$771,500 for the completion of the water system. TR 30760-3 \$238,000 for the completion of the sewer system. TR 30760-3 \$86,760 for the completion of the survey monumentation.

## Additional Fiscal Information:

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

## **ATTACHMENTS:**

TR 30760-3 Vicinity Map TR 30760-3 Improvement Agreements TR 30760-3 Mylars

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

Jason Farin, Principal Management Analyst 11/21/2022

Ronak Patel Ronak Patel 11/17/2022

## 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 <u>Temescal Valley Land, LLC</u>, , 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 30760-3, 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 Elsinore Valley 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 Two Hundred Thirty Eight Thousand and no/100 Dollars (\$238,000.00).

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.

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 forcgoing 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

. <sup>1</sup>.

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 Temescal Valley Land, LLC 10621 Civic Center Dr. Rancho Cucamonga, CA 91730

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

Xs	Temescal Valley Land, LLC, a Delaware limited liability company
	By: Diversified Pacific Development Group, LLC, a California limited liability company
	XXX BY
	Matthew A. Jordan Co-Managing Member
×	X260X0X
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X	XX
COUNTY OF RIVERSIDE By Jeff HEWITT CHAIR, BOARD OF SUPERV ATTEST:	ISORS
KECIA HARPER, Clerk of the Board By Man Smith Deputy	
APPROVED AS TO FORM	
County Counsel	

B By

NOV 292022 217

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

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#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 <u>San Bernard</u>		
on August 16, 2022 1	perfore me, <u>Simone Basso</u> ,	Notary Public
Date	Here Insert Name and	d Title of the Officer
personally appeared	ew A. Jordan	
, , , , , , , , , , , , , , , , , , , ,	Name(s) of Signer(s)	

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



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

Signature of Notary Public

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

DTIONAL

Completing this information can deter alteration of the document or

Signature \_

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## **Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: _		Number of Pages:		
Signer(s) Other Th	nan Named Above:			
Capacity(ies) Cla	imed by Signer(s)			
Signer's Name: _		Signer's Name:		
	er – Title(s):		– Title(s):	
	mited 🗆 General	🗆 Partner – 🗆 Limit		
🗆 Individual	Attorney in Fact	Individual	Attorney in Fact	
Trustee	Guardian of Conservator	□ Trustee	Guardian of Conservator	
Other:		Other:		
	nting:		ng:	

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### 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 Temescal Valley Land, LLC , 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 30760-3</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 Four Hundred Forty Seven Thousand and no/100 Dollars</u> (\$1,447,000.00).

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.

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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 Temescal Valley Land, LLC 10621 Civic Center Dr. Rancho Cucamonga, CA 91730

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

	State       Temescal Valley Land, LLC, a Delaware limited liability company         By: Diversified Pacific Development Group, LLC, a California limited liability company         State         State         Matthew A. Jordan, Co-Managing Member         XXXXX         XXXXXXXXXX
	XXXX
COUNTY OF RIVERSIDE By JEFF HEWITT CHAIR, BOARD OF ATTEST:	SUPERVISORS
KECIA HARPER, Clerk of the Board	

By MUMUL Smith Deputy

APPROVED AS TO FORM

County Counsel

By

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

Revised 09/29/09

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 <u>San Bern</u>	nardino
on September 13,	2022 before me, Simone Basso, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	matthew A. Jordan
	Name(s) of Sianer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/theirauthorized 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.

Place Notary Seal and/or Stamp Above

then Signature \_

Signature of Notary Public

OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) \_\_\_\_ Signer's Name: \_\_\_\_ Signer's Name: □ Corporate Officer – Title(s): \_\_\_\_\_ □ Corporate Officer – Title(s): \_\_\_\_ 🗆 Partner – 🗆 Limited 🗆 General □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact Guardian of Conservator Trustee □ Guardian of Conservator □ Trustee \_\_\_\_ Other: \_\_ □ Other: \_\_ Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

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## 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 <u>Temescal Valley Land, LLC</u>, 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 30760-3, 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 Elsinore Valley Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Seven Hundred Seventy-One Thousand Five Hundred and no/100 Dollars (\$771,500.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 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

Temescal Valley Land, LLC 10621 Civic Center Dr. Rancho Cucamonga, CA 91730

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

South State Stat	any
XXXXX	
COUNTY OF RIVERSIDE Signed: JEEF HEWITT CHAIR, BOARD OF SUPERVISORS	
KECIA HARPER, Clerk of the Board Signed: Muna Smith Deputy	
APPROVED AS TO FORM	
County Counsel By Butah	
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY AND EXECUTED IN TRIPLICATE	

Revised 09/29/09

NOV 292029 2.17

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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		1		
County of San Ber	nardino	_ }		
on September 13,	2022 before me,	Simone	Basso	Notary Reblie
Date		Here Inse	ert Name and	Title of the Officer
personally appeared	matthew A	Jordan		
		Name(s) of Sigr	ner(s)	

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

L	Jescr	iption	ot	Attached	Document

Title or Type of Document: \_\_\_\_\_

Document Date:		Nui	mber of Pages:
Signer(s) Other Than N	amed Above:		
Capacity(ies) Claimed	by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Officer – Title(s):		□ Corporate Officer – Title(s):	
□ Partner – □ Limited		□ Partner – □ Limited	🗆 General
Individual	Attorney in Fact	Individual	Attorney in Fact
Trustee	Guardian of Conservator	Trustee	Guardian of Conservator
Other:		□ Other:	
Signer is Representing		Signer is Representing:	

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## 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 Temescal Valley Land, LLC , 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 30760-3</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 provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>Eighty Six Thousand Seven Hundred Sixty and</u> no/100 Dollars (\$86,760.00).

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.

1

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

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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

.

Contractor

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

Temescal Valley Land, LLC 10621 Civic Center Dr. Rancho Cucamonga, CA 91730

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

	Temescal Valley Land, LLC, a Delaware limited liability company
	By: Diversified Pacific Development Group, LLC, a California limited liability company
	Arixe Manager
	XIXX BY TOUCH
	Matthew A. Jordan, Co-Managing Member
	XXXXXXX
	XXXXXXXXX
	XXXXXX
A D	
COUNTY OF RIVERSIDE	
By JERA Jewy	
JEFF HEWITT CHAIR, BOARD OF SU	DEDVICODO
V C CHAIR, BOARD OF SU	

ATTEST:

KECIA HARPER, Clerk of the Board th Bv Deputy

APPROVED AS TO FORM

County Counsel

By

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

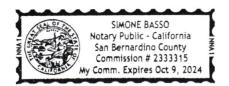
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 <u>San Bernardino</u>	}
-	Simone Basso, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Matthew A.	Jordan
	Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## **Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date:	Number of Pages:		
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
□ Corporate Officer – Title(s):		itle(s):	
□ Partner – □ Limited □ General	□ Partner – □ Limited	🗆 General	
□ Individual □ Attorney in Fact	Individual	Attorney in Fact	
□ Trustee □ Guardian of Conservator	Trustee	□ Guardian of Conservator	
Other:	□ Other:		
Signer is Representing:			

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

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. OF	8. ORG.#		10. DATE 11/30/2022			
4. ORGANIZATION County of Riverside			9. A	9. ACCOUNT # 11. N		MEDIA CODE			
5. ADDRESS 4080 Lemon St., Room 127 12			12. N	12. NO. OF BOXES TRANSFERRED					
CITY	Riversi	de, Ca. 92501			13. R	13. RECORDS TRANSFERRED BY:			
			14. F	RECORDS COORDIN	NATOR ( <b>mus</b>	st be /	Authorized):		
15. BOX # (Temp)		SCRIPTION OF RECORDS same as records series title	on schedule	17. RAN OF YE		18. DESTRUCTION DATE	19. 20. RECORD PERMANENT SERIES TITLE BOX # CODE (Barcode label)		PERMANENT BOX #
	Board	Date 11/29/2022 - It	tem No 2.17						
		ract Map No 30760 n of Portion of Parc							
Adjustment No 4786 within SEC 18 T5S R5W SBM									
District 1							-		
									CLER
									OZZ N
									D RIV ORAC
21. RECORDS RECEIVED BY: MUULLA Hurtado				30. REMARKS			) AM		
22. TITLE 23. RECEIVED VIA:							AW 10: 19		
24. DATE RECEIVED: 25. TIME RECEIVED:							Ser F		
26. BOXES V	ERIFIED BY:		27. DATE BOXES VERIFIE	D:					
28. NAME\DATE SCANNED TO HOLDING AREA:				29. NAME\DATE	SCANNED T	O LO	CATION:		



# **TRANSPORTATION DEPARTMENT**

FORM 11 SUMMARY/ROUTING FORM LERK/BOARD OF SUPERVISION

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

□ AGREEMENT/CONTRACT NO.:

2022 NOV 23 AM 10: 36

# REQUESTED BOARD DATE: 11/29/2022

CAN IT GO AT A LATER DATE: YES NO

	NO.		NO.
	NO.		NO.
AWARD PACKAGE     KINAL MAP			
□ OTHER:		SUPERVISORIAL DISTRICT: 1	

## PROJECT/SUBJECT:

FINAL TRACT MAP NO: 30760-3 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENT.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM30760-3 (TC-SU21)(DBF)		
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843		
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION:		

## **FISCAL**

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

## ROUTING

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

THE FINAL TRACT MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

THE FINAL TRACT MAP IS TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
20595			

11/29/22 2.17 2022-11-154410

## SHEET 1 OF 9 SHEETS

#### RECORDER'S STATEMENT

 
 FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

 AT \_\_\_\_\_\_ .M. IN BOOK \_\_\_\_\_ OF
 . 20 MAPS AT PAGES - AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. \_\_\_\_ FFF

PETER ALDANA ASSESSOR - COUNTY CLERK - RECORDER

BY: DEPUTY

SUBDIVISION GUARANTEE: FIDELITY NATION THE COMPANY Chicago TIHC COMPANY

#### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS MHOSE CONSENT IS NECESSARY TO PASS A CLEAR TILE TO SAID LAND; THAT WE CONSENT TO THE MANING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BONDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMBLY DURPROSES. LOTS 'A THROUGH 'E', INCLUDE, THE DEDICATION IS FOR STREEL AND PUBLIC UTLITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "F". THE DEDICATION IS FOR A (1) ONE-FOOT BARRIER STRIPS FOR ROAD AND ACCESS CONTROL.

WE HEREBY RETAIN AN EASEMENT FOR UTILITY PURPOSES, LYING WITHIN LOTS 86 AND 87 (OPEN SPACE), AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT WARP.

WE HEREBY RETAIN AN EASEMENT FOR LANDSCAPE MAINTENANCE PURPOSES, LYING WITHIN LOT 86, AS SHOW HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN TRACT MAP. THIS

WE HEREBY RETAIN LOT 87 (OPEN SPACE), AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SUB BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

TEMESCAL VALLEY LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY

MATTHEW A. JORDAN PRINT NAME: CO-MANAGING MEMBER TITLE



#### NOTARY ACKNOWLEDGMENT

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

#### STATE OF CALIFORNIA COUNTY OF San Bernardino

STATE OF CALEGRINA COUNTY OF SAME BERNARING ON <u>HOUGUST</u> BEFORE WE SIMONE BASS, RUSIC PERSONALLY APPEARED CALTHICLE, A.T.BEDAL, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVOLENCE) TO BE THE PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVOLENCE) TO BE THE PERSON(<del>3)</del> WHOSE NAME(<del>3)</del> IS/AME SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWEDGED TO ME THAT HE <u>SAME IN HIS/HER/HER</u> AUTHORIZE CAROLTY(<del>DES</del>) AND THAT BY HIS/HER/HER PERSON(<del>5)</del>, OR ENTITY UPON BEHALF OF WHICH THE PERSON(<del>5)</del> ACTED, EXECUTED THE INSTRUMENT.

WINESS MY HAND AND OFFICIAL SEAL,

PAILNT NAME Simone Balso NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: Oct. 9, 2024

MY COMMISSION NUMBER: 2333315

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.

#### SIGNATURE OMISSIONS

FURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASENENTS AND/OR OTHER INTERESTS HAVE BEEN CRITTED.

NDICATES AN EXISTING RECIPRO CAL EASEMENT AND COVENANTFOR OFFLITE WORK, RECO EDEO FEBNINAY 28,2008 AS INSTRUMENT NO. 2008-DICDAD, DE OFFLUIM, CECCRED, IN FAYOR OF THE JOHN ELMORE TRUST AND VACUBRO ESTATE, LLC.

#### SURVEYOR'S STATEMENT

**JUNE 2005** 

IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 30760-3

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 4786 RECORDED JANUARY 13, 2005 AS INSTRUMENT NO. 2005-033586 AND AS SHOWN ON DOCUMENT RECORDED JUNE 10, 2009 AS INSTRUMENT NO. 2009-0294898 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN SECTION 18, TOWNSHIP 5 SOUTH, RANCE 5 WEST, S.B.M.

K&A ENGINEERING, INC.

SOTIFICIENTS OF MAS 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 TURESCAL VALUEY LAND, LLC, A DELAWARE LUMINED LUBILITY COMPANY ON JULY, 2005 I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY MULL BE SIT IN ACCORDANCE WITH THE TERMS OF THE MONUMENTS ARE OF THE CALABACTER AND OCCUPY THE POSITIONS INDICATED OR AND THAT THE MONUMENTS ARE, OR THE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THEY MULL BE SIT IN ACCORDANCE WITH THE TERMS OF THE MONUMENTS ARE, OR MULL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THEY MULL AND SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS THE AND COMPLETED AS SHOWN.

DATE: 8 24 20 22



ROBERT SCIPIOBLUME, P.L.S. NO. 9154 REG. EXPIRES: 3/31/2023



#### 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 SUBSTAINTLIFT THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACTO 30306 AS FIED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 14, 2004, THE EXPIRATION DATE BEING MARCH MY, 2023, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 11-21 2022

~ XZ

DAVID L. MCMILLAN, COUNTY SURVEYOR P.L.S. NO. 8488 REG. EXPIRES: 12/31/2022



#### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LENS AGAINST THE PROPERTY SHOW ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OL LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ENGEPT FANCES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW ALL UN BUT NOT TET PATABLE, WHICH ARE ESTIMATED TO BE

DATE: November 2:2012 MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

#### TAX BOND CERTIFICATE

20 DATE: \_\_\_\_ CASD OR SURETY BOND MATTHEW JENNINGS COUNTY TAY COLLECTOR



#### BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSDE, 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.

DATED: \_\_\_\_//29/\_\_\_\_ 20.22

COUNTY OF RIVERSIDE, STATE OF CALLFORM BY: \_\_\_\_\_\_\_AIR \_\_\_\_\_\_HE BUARD OF SUPPLYINGORS

ATTEST: KECIA HARPER CLERK OF THE BOARD OF SUPERVISORS

BY: Sue Marfoell, DEPUTY