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



ITEM: 2.19 (ID # 21185)

MEETING DATE:

Tuesday, February 28, 2023

FROM: TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 36417-3 a Schedule "A" Subdivision in the Winchester area. District 3. [Applicant Fees 100%]

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

- 1. Approve the Improvement Agreements for Final Tract Map 36417-3 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 36417-3.

**ACTION:Consent** 

MINUTES OF THE BOARD OF SUPERVISORS

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

2/22/2023

Ayes:

Jeffries, Spiegel, Washington, and Gutierrez

Nays:

None

Absent:

Perez

Date:

February 28, 2023

XC:

Trans.

Deputy

Kimberly Rector

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Yea	ır:	Т	otal Cost:		Ongoir	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	4	
Applicant rees 100%					For Fis	cal Y	ear:	N/	A	

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

The Tentative Map of Tract 36417 was approved by the Board of Supervisors on August 5, 2014, as Agenda Item 16-2. Final Tract Map 36417-3 is a 12.49-acre subdivision creating 64 residential lots in the Winchester area. This final map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final tract map.

KB Home Coastal Inc., desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 36417-3 \$1,020,500 for the completion of the road and drainage improvements.

TR 36417-3 \$300,000 for the completion of the water system.

TR 36417-3 \$142,000 for the completion of the sewer system.

TR 36417-3 \$79,208 for the completion of the survey monumentation.

TR 36417-3 \$1,178,000 for the completion of offsite road and drainage improvements.

#### Additional Fiscal Information:

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

#### ATTACHMENTS:

TR 36417-3 Vicinity Map

TR 36417-3 Improvement Agreements

TR 36417 (Offsite)

TR 36417-3 Mylars

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

Jason Farin, Principal Management Analyst 2/22/2023

Ronak Patel
onak Patel
onak Patel, Deputy County Counsel

#### AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36417-3, 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 <u>Seventy-Nine Thousand Two Hundred Eight and no/100 Dollars (\$79,208.00</u>).

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

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

Agreement for the Placement of Survey Monuments

Tract **36417-3** 

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

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

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

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

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

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

#### County

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

#### Contractor

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

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

Ву	
Print 1	Name Scott Hansen
Title	VP, Forward Planning
Ву	
Print 1	Name
Title	

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>
County of Riverside
On before me, Shannon Luebs, Notary Public personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Shannon Luebs

(SEAL)

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By KEVIN JEFFRIES, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR,
Clerk of the Board

By Mullia Shirt

Deputy

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Placement of Survey Monuments Tract <u>36417-3</u> Page 4

FEB 2 8 2023 2.19

### AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36417-3, 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 Eastern Municipal Water Company to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirtysix 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 Three Hundred Thousand and no/100 Dollars (\$300,000.00).

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

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

Agreement for the Construction of Water System Improvements Tract <u>36417-3</u> Page 1

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

Agreement for the Construction of Water System Improvements

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

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

#### County

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

#### Contractor

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

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

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

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>
County of <u>Riverside</u> ∫
On <u>FEB 0 9 2023</u> before me, <u>Shannon Luebs</u> , Notary Public personally appeared <u>Scott Hansen</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Shannon Luebs

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

Bv

KEVIN JEFFRIES, CHAIR Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR,

Clerk of the Board

By Muhasmit

APPROVED AS TO FORM

County Counsel

By\_B

Revised 09/01/2020

Agreement for the Construction of Water System Improvements Tract <u>36417-3</u>

Page 4

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36417-3, 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 Eastern Municipal Water Company to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of One Hundred Forty-Two Thousand and no/100 Dollars (\$142,000.00).

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

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

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

Agreement for the Construction of Sewer System Improvements

Tract 36417-3

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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:

# Construction Engineer KB Home Coastal Inc. Riverside County Transportation Dept. 36310 Inland Valley Dr., Ste. 300 2950 Washington Street Riverside, CA 92504 IN WITNESS WHEREOF, Contractor has affixed his name, address and seal. By Print Name Scott Hansen Title VP, Forward Planning By Print Name Print Name

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Title\_\_\_\_\_

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Riverside
On FEB 0 9 2023 before me, Shannon Luebs, Notary Public,
personally appeared Scott Hansen, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
Learlife and DENALTY OF DED HIDV under the laws of the State of

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

WITNESS my hand and official seal.

Shannon Luche

SHANNON LUEBS
Notary Public - California
Riverside County
Commission # 2365760
My Comm. Expires Aug 10, 2025

(SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By KEVIN JEFFRIES, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR,
Clerk of the Board

By Manual M

Revised 09/01/2020

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as <u>Tract 36417-3</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 Twenty Thousand</u> Five Hundred and no/100 Dollars (\$1,020,500.00).

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

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

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

Agreement for the Construction of Road/Drainage Improvements

Tract 36417-3

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

#### County

Construction Engineer
Riverside County Transportation Dept.

2950 Washington Street Riverside, CA 92504

#### Contractor

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

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

Ву\_

Print Name Scott Hansen

Title VP, Forward Planning

By\_\_\_\_\_

Print Name\_\_\_\_

Title\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of <u>California</u>
County of Riverside
On before me, Shannon Luebs, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

SHANNON LUEBS Notary Public - California Riverside County Commission # 2365760 Comm. Expires Aug 10, 2025

(SEAL)

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By

KEVIN JEFFRIES, CHAIR

Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR,

Clerk of the Board

By

Deputy

APPROVED AS TO FORM

County Counsel

By B

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements Tract <u>36417-3</u> Page 4

FEB 2 8 2023 2.19



#### \_egend

#### **Road Book Centerline**

#### **YPE**

F.A.U. Maintained

F.A.S. Maintained

Paved Surface Maintained

Graveled Surface Maintained

Dirt Surface Maintained

Accepted for Public Use

Non-County Road

· · · · Vacated

= = City Road

Maintained for City/Non-County

# VICINITY MAP Tract Map 36417-3

Section 31, T.5S. R2W.

**Supervisorial District: 3** 





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIR	RED: ⊠ Yes □ No			2023 FEB 23 A	M 8		
COUNTY COUNSEL APPROV	☐ AGREEME	NT/CONTRACT	NO.:	0			
REQUESTED BOARD DAT	E: 02/28/2023						
			CAN IT GO AT A	LATER DATE: □YES □N	0		
☐ AMENDMENT	NO.						
☐ RESOLUTION	☐ CHANGE ORDER ☐ ORDINANCE		NO.				
☐ AWARD PACKAGE				NO.			
☐ OTHER:		☐ ACQUISI		☐ ADVERTISEMENT PACI	KAGE		
		SUPERVISOR	RIAL DISTRICT: 3				
PROJECT/SUBJECT:							
FINAL TRACT MAP NO: 36	417-3 (Schedule "A")						
DESCRIPTION: APPROVAL	OF FINAL TRACT MAP.						
CONTRACTING DARTY D							
CONTRACTING PARTY: Pa			W.O. NO.: FSM3641703 (TC-SU21)(DBF)				
PROJECT MANAGER: Paul		EXTENSION: 5-1843					
FORM 11 AUTHOR/CONTACT: Paul Hillmer			EXTENSION:	EXTENSION:			
FISCAL	,						
AMOUNT: \$ (0)			CHANGE ORD	ER AMOUNT: \$			
FUNDING SOURCE (S): App	olicant Fees		FUNDING SOURCE(S):				
					$\dashv$		
					$\dashv$		
ROUTING							
SPECIAL ROUTING INSTRUC	TIONS (e.g., who receives orig	inal agreeme	nts, companion is	tem rush etc.)			
AGREEMENTS ARE TO BE FX	3 COPIES OF THE IMPROVEME	NT AGREEME	NTS AND OFFSITE	IMPROVEMENT	-		
IMPROVEMENT AGREEMEN	TS AND RETURNS THE 2 REMAI	NING CODIES	RETAINS 1 COPY (	OF EACH OF THE			
TO B	E DEFINERED TO THE COUNTY !	RECORDER	TO TRANSPORTA	TION.	4		
CC&R'S FOR THIS TRACT ARE	SUBMITTED WITH TRACT 364:	17-1 (2.)	7)		$\dashv$		
			/				
MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE	RECEIVED:	IAUTHA	7		
21185			TE RECEIVED: INITIALS:				
The state of the s					I		

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

1.	Work	Order a	#

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. O				8. OR	RG.#		10. DATE 03/01/2023		
4. ORGANIZATION County of Riverside 9.				9. AC	ACCOUNT# 1			11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127 12. N				12. N	2. NO. OF BOXES TRANSFERRED				
CITY Riverside, Ca. 92501				13. RI	ECORDS TRANSFE	RRED BY:		. New York	
6. MAIL STOP 7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071				14. RECORDS COORDINATOR (must be Authorized):					
15. BOX # (Temp)	DESCRIPTION OF RECORDS		17. RANGE OF YEARS		18. DESTRUCTION DATE	19. RECORI SERIES TI CODE			
	Board Date 02/28/2023 - Item No 2.19								
	Final Tract Map No 36417-	3 - Sched "A"							
	Subdivision of Portion of Ame 13711 NE Quarter of SEC 31								
	Use Map 36417-1 CC&Rs								
	District 3								
								RECH LERH 2023	
21. RECORDS RECEIVED BY: Maruela Hutado				30. REMARKS			1 - 3WN 1037 00/		
22. TITLE ACR TECH 1 23. RECEIVED VIA:								:OI WW	
24. DATE RECEIVED: 3/1/23 25. TIME RECEIVED:							COUNTY FRANKSON 10: 23		
26. BOXES VERIFIED BY:  27. DATE BOXES VERIFIED:				29. NAME\DATE	SCANNED	TO LC			
28. NAME\DATE SCANNED TO HOLDING AREA:				20. IVAIVIE DATE	. 50/				

# Additional Attachments Filed with Item No: 2.17

Board Date: February 28, 2023

Topic: CC&Rs

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

#### TRACT MAP NO. 36417-3

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF AMENDED PARCEL MAP NO. 13711, BOOK 114, PAGE 35, IN THE NORTHEAST QUARTER OF SECTION 31, T5S, R2W, S.B.M.

OCTOBER 2015

HILLWIG-GOODROW, INC.

#### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_ 202\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

SUBDIVISION GUARANTEE BY: FIDELITY NATIONAL TITLE COMPANY

#### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO ASIA LAND, THAT WE CONSENT TO THE MANION AND RECORDING OF THIS SUBDIVISION MAP SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY COSCREDE BLOW IS DEDICATED AS ALL ASSEMENT FOR PUBLIC PHYSOSES. LIDT S." THROUGH "O," NICLUSINE. THE DELOKATION IS FOR STREET AND PUBLIC.

THE REAL PROPERTY DESCRIBED BELDW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "NATER QUALITY EASEMENT" THING WITHIN WATER DUALITY BESIN LOTS 65 AND 66 AS SHOWN HEREON. ALT OF LOTS 65 AND 66 "INDICATED AS WATER QUALITY BASIN", AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERS, STATE OF CALFORNIAL LYING WITHIN AMPSICAPE, LOTS 65, AMO 66 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE, AND

WATER DULLITY PURPOSES.

THE RADA PROPERTY DESCRIPTED SELD WIS DEDICATED AS AN

FASCHMENT ON PUBLIC PURPOSES. AUCHTER'S NICHTED OF ACCESS ALCHICALUTE MESSUE. THE OWNERS

OF LOT 1 AND LOTS AS THEODOMETHY THE CONFIDENCE AND EXPENSE SHOWN AND DURING SIGHT THE NILL

OF LOT 1 AND THE PROPERTY OF THE PUBLIC LESSEMENT OF TRAVEL AND CHANGE OF ALLOWENT OR

WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS

TO THE PART VACATED.

KB HOMES COASTAL INC.

WEHEREBY RETAIN LOTS 65 AND 66 W FEE indicated as water quality basin as Shown Hereon for private use, for the Sole benefit of curselves, our SUCCESSORS, ASSIGNEES AND LOTOWNERS WITHIN THIS TRACT MAP.

#### NOTARY 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 Jan. 18, 2023 BEFORE ME, Judith Mireles

A NOTARY PUBLIC, PERSONALLY APPEARED Scott Hansen

WHO PROVED IN ER ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE THE PERSON(#) WHOSE NAME(#) IS/MET SUBSCRIBED TO THE WITHIN THIS TRISTIANT AND ACKNOWLEDGED TO ME THAT HE/SHAPTHEME AUTHORIZED CAPACITY PROPERLY, AND THAT IS HIS/MET/HEMET SCINATURE(#) ON THE INSTRUMENT THE PERSON(#), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(\$) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING

Judith Mireles

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

MY COMMISSION EXPIRES Sept. 22, 2026 My Commission No: 2417491

#### NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE WINCHESTER/NORTH HEMET SUB-WATERSHED OF THE SALT CREEK CHAINEL AREA DRAINGE PLAN WHICH WAS ADDITED BY THE BOARD OF SUPERVISORS OF THE COLINITY OF RIVESTIGN. PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ., OF THE COVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES TOR SAID DRAINGE AREA.

NOTICE IS FURTHER GIVEN THAT PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE NOTIFIC IS LIVERING ONEN THAT PURSUANT TO SECTION 10.25 OF ORDINANCE 480, PAYMENT OF THE DRAINAGE FESS SHALL BE PAID WITH CASHER'S CHECK OR MONOY GOOD ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ROFE/MCD) AT THE TIME OF ISSUANCE OF THE GROUND OR BUILDING FERMIT FOR SHOP PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

#### ABANDONMENT NOTES

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

"HUBS TESTED-104" OF 1. LA VENTAMA ROAD, 44" HALF STREET WIDTH, DESTINATION OF THE POLYMONIC MAP NO. 13711, RECORDED IN BOOK 114, PAGE 35 OF PARCEL MAP WITHLE THE WANDED PROFITED THAT THAT

#### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 0.00 HAS BEEN DIECUTED AND FILED WITH THE BOMRO OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CAUFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OF LOCAL, AND ALL SPECIAL COUNTY MUNICIPAL, OF LOCAL, AND ALL SPECIAL COUNTY RECORDER ARE A LEAN AGAINST SAUD REPORTERY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: January 18 2023

CASH OR SURETY TAX BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR

Main Windeza DEPUTY

#### TAX COLLECTOR'S STATEMENT

HEBEBY CERTIFY THAT ACCORDING TO THE BECODOS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIBES ADMIST THE PROPERTY SHOWN ON THE WITHIN MAY FOR UPAIN STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, SPECIAL ASSESSMENTS COLLECTED. AS TAXES HOW A LIST DUT HOT YET PAYABLE, WHICH ARE

SETUND TO BE \$ 1000 ON A LIEU BUT MY YET PAYAGLE, WHICH ASSISTMENTS WITH A LIEU BUT MY YET PAYAGLE, WHICH AND BATHANTY TO BE \$ 0.00 ON THE JANUARY 19 223

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: Mun Medage DEPUTY

#### BOARD OF SUPERVISOR'S STATEMENT

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

THE OFFER OF DEDICATION OF ABUTTERS RIGHT OF ACCESS ALONG OLIVE AVENUE IS HEREBY ACCEPTED.

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

DATE: February 28, 2023. COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:
KIMBERLY RECTOR
CLERK OF THE BOARD OF SUPERVISORS

BY: See majuell DEPUTY

#### VALLEY-WIDE RECREATION AND PARK DISTRICT'S STATEMENT

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

DATE: DEC. 23 2022. DEAN WETTER, GENERAL MANAGER

#### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUEST OF THE SUBONISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WINCHESTER MEADOWS, LLC, ON AUGUST 2015. I HERBEY STATE THAT ALL THE WOUNDENTS 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 THIS MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUPPRICHED TO BANKE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE NOV. 18, 2022 ALAN C. HILLWIG P.L.S. 5137 LIC. EXP. 06/30/23

#### 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 SUBSTANTIALY THE SAME AS IT APPEARED ON THE IEDITATION MAP OF TRACT MAP NO. 36417 AS FILED, MENDED, AND APPROVED BY THE BOARD OF SUPERVISIONS ON AUGUST 3, 2014, THE EXPIRATION DATE BRIDG FERRUAY 2, 2023, AND THAT I AM STATISTED THIS MAY IS TECHNICALLY CORRECT.

EXPIRATION EXTENDED GO DAYS PER SMA GG 4542.G(E)

DATE 2-22-2023 DAVID L MCMILLAN, P.L.S. 8488 UC. EXP. 12/31/24

