

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



ITEM: 2.7  
(ID # 23487)

**MEETING DATE:**  
Tuesday, November 28, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 38051-2 a Schedule "A" Subdivision in the Spanish Hills area.  
District 2. [Applicant Fees 100%]

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

1. Approve the Improvement Agreements for Final Tract Map 38051-2 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 38051-2.

**ACTION:**Consent

  
Mark Lancaster, Director of Transportation 11/9/2023

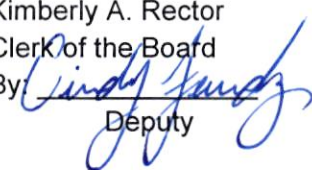
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 28, 2023  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board

By   
Deputy

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

| <b>FINANCIAL DATA</b>                       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>                                 | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>NET COUNTY COST</b>                      | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Applicant Fees 100% |                             |                          | <b>Budget Adjustment:</b> | N/A                 |
|   |                             |                          | <b>For Fiscal Year:</b>   | N/A                 |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Tentative Map of Tract Map 38051 was approved by the Board of Supervisors on September 13, 2022, as Agenda Item 21.1. Final Tract Map 38051-2 is a 8.10-acre subdivision creating 62 residential lots in the Spanish Hills 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.

Pulte Home Company, 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 38051-2 \$669,000 for the completion of road and drainage improvements.

TR 38051-2 \$128,500 for the completion of the water system.

TR 38051-2 \$110,000 for the completion of the sewer system.

TR 38051-2 \$63,612 for the completion of the survey monumentation.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

TR 38051-2 Vicinity Map

TR 38051-2 Improvement Agreement

TR 38051-2 Mylars

  
Jason Farin, Principal Management Analyst 11/20/2023

  
George Trindle, DIST. ASST. COUNTY COUNSEL 11/14/2023

**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 Pulte Home Company, 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 **TR 38051-2**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Six Hundred Sixty-Nine Thousand and no/100 Dollars (\$669,000.00)**.

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

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

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

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

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

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

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

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

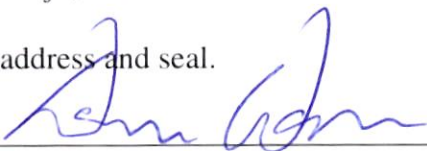
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor  
Pulte Home Company, LLC  
Attn: Darren Warren  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Vice President Land Acquisitions & Development \_\_\_\_\_

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

## 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.

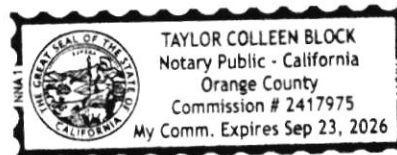
State of California  
County of ORANGE )

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DARREN WARREN  
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 Taylor Colleen Block (Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
\_\_\_\_\_  
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By   
\_\_\_\_\_

Revised 09/01/2020

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, 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 **TR 38051-2**, 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 **Temescal Valley Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Twenty-Eight Thousand Five Hundred and no/100 Dollars (\$128,500.00)**.

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.

Agreement for the Construction of Water System Improvements

**TR 38051-2**

Page 1

NOV 28 2023

2.7



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

TR 38051-2

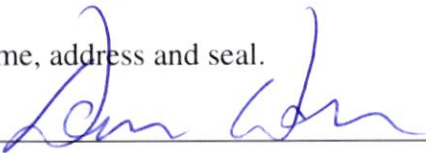
Page 2

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:

| <u>County</u>   | <u>Contractor</u>   |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>4080 Lemon Street, 8 <sup>th</sup> Floor<br>Riverside, CA 92501 | Pulte Home Company, LLC<br>Attn: Darren Warren<br>27401 Los Altos, Suite 400<br>Mission Viejo, CA 92691 |

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Vice President Land Acquisitions & Development \_\_\_\_\_

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

## 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.

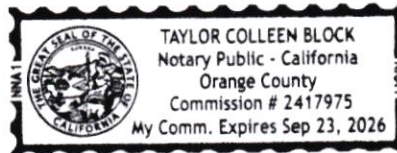
State of California  
County of ORANGE)

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DARREN WARREN,  
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 Taylor Colleen Block (Seal)

Handwritten text, possibly a signature or initials, enclosed in a rectangular box.

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, 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 **TR 38051-2**, 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 **Temescal Valley Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **One Hundred Ten Thousand and no/100 Dollars (\$110,000.00)**.

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

TR **38051-2**

Page 1

NOV 28 2023 2.7

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.

**RECORDING REQUESTED BY:**

**WHEN RECORDED, MAIL TO:**

JACKSON TIDUS (SLM)  
2030 Main Street, Suite 1200  
Irvine, California 92614

---

*(Space Above for Recorder's Use)*

**SUPPLEMENTAL MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY  
FOR  
TERRAMOR  
(Tract No. 38051-2)**



**SUPPLEMENTAL MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY  
FOR  
TERRAMOR  
(Tract No. 38051-2)**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRAMOR AND NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY FOR TERRAMOR (Tract No. 38051-2) ("**Supplemental Master Declaration**") is made by Forestar Toscana Development Company, a Delaware corporation ("**Declarant**").

**PREAMBLE:**

A. Declarant is "Declarant" under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor, recorded on March 1, 2017, as Instrument No. 2017-0086452, as amended by the First Amendment thereto, recorded on June 23, 2017, as Instrument No. 2017-0254162, and by the Second Amendment thereto, recorded on February 4, 2022, as Instrument No. 2022-0061178 (as further amended or restated, collectively, the "**Master Declaration**"), all in the Official Records of Riverside County, California (the "**Official Records**"). The Master Declaration is binding upon all Owners of Lots or Condominiums in the master planned residential development known as Terramor (the "**Master Community**").

B. Declarant is the owner of certain real property ("**Tract 38051-2 Property**") in the unincorporated area of the County of Riverside, State of California, described as follows:

Tract No. 38051-2, as shown on a Subdivision Map (the "**Map**") recorded in Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

C. This Supplemental Master Declaration is being recorded to satisfy the Conditions of Approval for the County of Riverside for recording the Map. The Tract 38051-2 Property will be subject to further subdivision in the future creating residential Lots and/or Condominiums and Master Association Property lots.

D. The Tract 38051-2 Property is part of the "Permissible Annexable Territory" as defined in the Master Declaration. Pursuant to Sections 1.68 and 17.1.1 of the Master Declaration, the County may require Permissible Annexable Territory to be designated as Mandatory Annexable Territory in connection with requirements for new tract maps, which shall be set forth in a Supplemental Master Declaration. Pursuant to Sections 1.87 and 17.1 of the Master Declaration, Declarant may record a Supplemental Master Declaration to supplement,

modify or clarify covenants, restrictions or easements established under the Master Declaration for the real property affected thereby.

E. In connection with the County's approval of the Map, Declarant desires to record this Supplemental Master Declaration to designate the Tract 38051-2 Property as Mandatory Annexable Territory under the Master Declaration and to supplement the Master Declaration with additional terms and provisions applicable to the Tract 38051-2 Property pursuant to the County's Conditions of Approval for Tract No. 38051-2.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

1. **Designation of Mandatory Annexable Territory.** Declarant declares that the Tract 38051-2 Property is designated as Mandatory Annexable Territory as defined in Section 1.42 of the Master Declaration. The Tract 38051-2 Property shall be added to the Master Community and made subject to the Master Declaration, as required by the County and described in Article XVII of the Master Declaration; provided that the Master Declaration shall not create an encumbrance on the Tract 38051-2 Property until such time as a Notice of Addition or Supplemental Master Declaration is recorded annexing such property to the coverage of the Master Declaration. No Close of Escrow for the sale of a residential Lot or Condominium located in the Tract 38051-2 Property may occur prior to the Mandatory Annexation (as defined in Section 17.1.1 of the Master Declaration) of such residential Lot or Condominium. Except as provided herein, all terms and provisions applicable to the Mandatory Annexable Territory as set forth in the Master Declaration shall apply to the Tract No. 38051-2 Property. No amendment may be made to this Section 1 without the prior written approval of Declarant and the Planning Director of the County or the County's successor-in-interest.

2. **County CC&R Requirements.** The County has required the following provisions to be included in this Supplemental Master Declaration, and notwithstanding any other provision in this Supplemental Master Declaration or the Master Declaration to the contrary, the following provisions shall apply:

(a) The Master Association shall be established for proper management of the water efficient landscape and irrigation systems. The Master Association shall maintain the landscaped areas in accordance with County Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.

(b) The Master Association and the Owners and residents are (i) prohibited from using water-intensive landscaping and (ii) required to install low water use landscaping pursuant to the provisions of County Ordinance No. 859 (as adopted and any amendments thereto).

(c) The common maintenance areas shall include all those identified on the approved landscape maintenance exhibit.

(d) This Supplemental Master Declaration shall not be terminated, "substantially" amended, or property deannexed therefrom absent the prior written consent of the

Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage or maintenance of the Master Association Property established pursuant to the Master Declaration.

(e) In the event of any conflict between this Supplemental Master Declaration and the Articles of Incorporation, the Bylaws, or the Master Association Rules and Regulations, if any, this Supplemental Master Declaration shall control. In the event of any conflict between this Supplemental Master Declaration and the Master Declaration, this Supplemental Master Declaration shall control with respect to the Tract 38051-2 Property.

3. **Membership in Master Association.** Each Owner of one or more Lots or Condominiums in the Tract 38051-2 Property shall automatically become a member of the Terramor Community Association ("**Master Association**"), a California nonprofit mutual benefit corporation, as provided in Section 6.1 of the Master Declaration.

4. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Tract 38051-2 Property with respect to payment of Assessments are set forth in Article VIII of the Master Declaration. The Common Assessments to be paid to the Master Association shall commence as to all Lots and Condominiums in each Phase of the Tract 38051-2 Property on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot or Condominium in a particular Phase of the Tract 38051-2 Property, as provided in Sections 8.7.3 and 17.3 of the Master Declaration.

5. **Voting Rights.** As provided in Section 17.3 of the Master Declaration, the entitlement to vote shall commence as to all Lots and Condominiums within a Phase of the Tract 38051-2 Property upon commencement of Common Assessments of a Lot or Condominium in that Phase of the Tract 38051-2 Property.

6. **Land Classifications.** Land Classifications shall be set forth in the Supplemental Master Declaration for each Phase of the Tract 38051-2 Property.

7. **Maintenance Obligations.** The maintenance obligations of the Master Association, the Owners, Declarant and each Neighborhood Builder are described in the Master Declaration and in Section 2 of this Supplemental Master Declaration. Upon the commencement of Common Assessments for each Phase of the Tract 38051-2 Property, the Master Association shall (a) assume its maintenance obligations with respect to that Phase of the Tract 38051-2 Property, and (b) assume all enforcement powers and rights with respect to that Phase of the Tract 38051-2 Property.

8. **Marketing Name.** The marketing name for the Tract 38051-2 Property is "**Terramor.**" Any Neighborhood Builder marketing names shall be set forth in a separate Supplemental Master Declaration after all or a portion of the Tract 38051-2 Property is transferred to such Neighborhood Builder.

9. **Amendment and Duration.** This Supplemental Master Declaration may be amended or terminated only by complying with the requirements of Section 2(d) above, which

includes obtaining the prior written consent of the Planning Director of the County of Riverside. Unless amended or terminated, this Supplemental Master Declaration shall continue in full force and effect for so long as the Master Declaration remains in effect.

10. **Miscellaneous.** The provisions of this Supplemental Master Declaration shall run with all of the Tract 38051-2 Property, the Master Community, shall be binding upon all persons having or acquiring any interest in the Tract 38051-2 Property, the Master Community, or any part thereof, shall inure to the benefit of and burden every portion of the Tract 38051-2 Property, the Master Community, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by Declarant, each Neighborhood Builder, and each successor in interest of Declarant and Neighborhood Builder, the Master Association and its successive owners and assigns and any Owner. Except as otherwise provided herein, the terms used in this Supplemental Master Declaration but not otherwise defined shall have the same meanings as are given such terms in the Master Declaration. Except as otherwise expressly provided herein, all of the provisions of the Master Declaration are hereby incorporated by reference as if fully set forth herein.


***[SIGNATURES ON NEXT PAGE]***

**SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION**  
**(Tract No. 38050-2)**  
**1**

This Supplemental Master Declaration has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated: April \_\_\_\_\_, 2023

**FORESTAR TOSCANA DEVELOPMENT COMPANY,**  
a Delaware corporation

By: 

Name: Rush Stanisai

Title: Authorized Signatory

**“DECLARANT”**

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 Orange

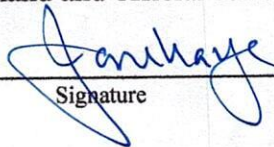
On April 6, 2023 before me, Jane Kaye, Notary Public  
(here insert name and title of the officer)

personally appeared Rush Stanisai

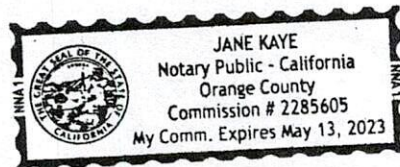
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature

(Seal)



Order No.  
Escrow No.  
Loan No.

**WHEN RECORDED MAIL TO:**

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

\_\_\_\_\_ Computed on the consideration or value of property conveyed, OR

\_\_\_\_\_ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

\_\_\_\_\_  
Signature of Declarant or Agent determining tax – Firm Name

Terramor

**GRANT DEED**

**TO PURCHASERS  
(Tract No. 38051-2)**

For valuable consideration, receipt of which is hereby acknowledged, FORESTAR TOSCANA DEVELOPMENT COMPANY, a Delaware corporation ("**Grantor**"), hereby grants to \_\_\_\_\_ and \_\_\_\_\_ ("**Grantee**"), the real property (collectively, the "**Property**") in the unincorporated territory of the County of Riverside, State of California, described in Exhibit 1 attached to and incorporated in this Grant Deed.

**THIS GRANT IS SUBJECT TO THE COVENANTS AND AGREEMENTS DESCRIBED IN ATTACHED EXHIBIT 1.**

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.

DATED: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

**FORESTAR TOSCANA DEVELOPMENT COMPANY,**  
a Delaware corporation

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer), personally appeared \_\_\_\_\_

By: \_\_\_\_\_

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.

Name: Rush Stanisai

Title: Authorized Signer

**Grantor**

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: \_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

**EXHIBIT 1  
TO  
GRANT DEED TO PURCHASERS**

**LEGAL DESCRIPTION**

**PARCEL NO. 1**

Lot \_\_\_\_\_ (the "**Lot**") of Tract No. 38051-2, as shown on a subdivision map filed for record in Book \_\_\_\_\_, at Pages \_\_\_\_ to \_\_\_\_ through, inclusive, of Maps, in the Office of the Riverside County Recorder (the "**Map**").

EXCEPTING THEREFROM, together with the right (without consent of Grantee or any other owner of an interest in the Property) to grant and transfer all or a portion of the same reserved in that certain deed recorded in favor of \_\_\_\_\_, on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in Official Records, as follows:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. the Perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources within or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines; but without the right to drill, mine, store, explore, operate or remove any of the Subsurface Resources through or in the surface or the upper 500 feet of the subsurface of the Property; and

C. Any and all water, solar-heated water, reclaimed water, water rights or interest therein whether surface or subsurface appurtenant or relating to the Property, or owned and used by Grantor in connection with the Property (no matter how acquired by Grantor), whether such water, water rights or interests there in shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the right and power to explore, drill, redrill, remove and store the same from or in the Property or to divert or otherwise utilize water on, through, or in the surface of upper five hundred (500) feet of the subsurface of the Property.

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, nonexclusive easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as may be shown on the Map, and as described in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor, recorded on March 1, 2017, as Instrument No. 2017-0086452, as amended by the First Amendment thereto, recorded on June 23, 2017, as Instrument No. 2017-

0254162 (as further amended or restated, collectively, the "**Master Declaration**") and the Supplemental Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor (Tract No. 38051-2), recorded on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_ (as may be amended from time to time, collectively, the "**Supplemental Master Declaration**"), both in the Official Records of Riverside County, California ("**Official Records**"). Capitalized terms used in this Grant Deed shall have the meanings given them in the Master Declaration, unless otherwise defined herein.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to enter the Property (i) complete and repair any Improvements located thereon as determined necessary or proper by the Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of subdivision maps or lot line adjustments in the Master Community or the Annexable Territory, (iii) for repair of Improvements in accordance with the provisions of the "Right to Repair Law" at California Civil Code Sections 895 through 945.5, (iv) to accommodate grading or construction activities, and (v) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee prior to entry into the Grantee's Property under this Subsection except for emergency situations, which shall not require notice. For purposes of this paragraph, an "emergency" situation is deemed to exist where there is an imminent threat of injury to persons or damage to property. Nothing in this paragraph limits the right of Grantee to exclusive occupancy and control over the Property. Any damage to a Residence or Property caused by entry under this paragraph shall be repaired by the Grantor. If Grantee refuses to allow Grantor to exercise the rights reserved in this paragraph, then Grantor may enforce its rights with all legal and equitable remedies available to Grantor. Grantee shall be solely responsible for all costs, damage and injury arising from Grantee's failure to comply with this paragraph, including reasonable attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire on the date that is twelve (12) years after the date on which this Grant Deed is recorded in Official Records.

## **PARCEL NO. 2**

Nonexclusive easements for access, ingress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as described and reserved in the Master Declaration, the Supplemental Master Declaration and as may be shown on the Map.

### **SUBJECT TO:**

1. Nondelinquent general and special real property taxes and public and private assessments;
2. All covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record, including without limitation those described or reserved in the Master Declaration, the Supplemental Master Declaration, this Grant Deed and the Map; and
3. All (a) matters discoverable or ascertainable by inspection or survey of the Property, (b) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property, and (c) any other matters created, permitted or approved by Grantee.



**GRANTEE ACCEPTANCE AND AGREEMENT**

1. Grantee is hereby notified of the existence of the nonadversarial dispute resolution procedures set forth in California Civil Code Sections 910 through 938. These procedures impact the legal rights of the Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the Property.

2. Grantee, by acceptance and recordation of this Grant Deed, on behalf of Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the Lot ("***Subsequent Owners***"), (a) accepts and approves this Grant Deed, (b) accepts, covenants, and agrees to be bound by and the beneficiary of all provisions of the Master Declaration and Supplemental Master Declaration, including the dispute resolution procedure and waiver of jury trial in the Master Declaration, (c) understands that this grant is subject to and expressly conditioned upon the performance of such provisions and requirements to be performed by the Grantee thereunder and (d) agrees to pay promptly when due, any and all assessments as required under the Master Declaration. Grantor and Grantee intend that these provisions are covenants which shall run with the land and be binding upon all Subsequent Owners. Should it be determined that any of these provisions are not covenants which run with the land, Grantor and Grantee intend that these provisions are equitable servitudes which run with the land and are binding upon all Subsequent Owners. Grantor and Grantee also intend that these provisions may be enforced by Grantor against Grantee and Subsequent Owners even if Grantor does not own property which is benefited by these provisions. Should any of these provisions be held to be unenforceable, all of the other provisions shall remain binding and enforceable. Should any of these provisions be held to not run with the land, all of the other provisions shall continue to run with the land. The provisions of the Master Declaration and Supplemental Master Declaration are acknowledged by Grantor and Grantee to be reasonable and are incorporated into this Grant Deed and made a part hereof with the same force and effect as though they had been set forth herein. Grantee further grants unto Grantor and the Terramor Master Community Association, as applicable, such powers and rights which are set forth in the Master Declaration and Supplemental Master Declaration.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
*Grantee*

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 \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

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 \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

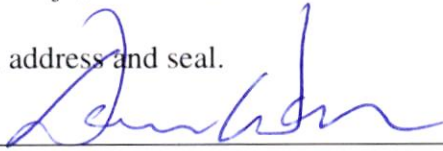
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor  
Pulte Home Company, LLC  
Attn: Darren Warren  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Vice President Land Acquisitions & Development \_\_\_\_\_

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

## 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.

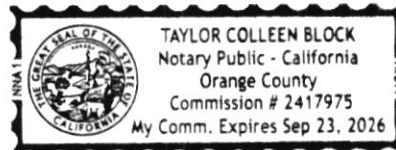
State of California  
County of ORANGE )

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DARREN WARREN  
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 Taylor Colleen Block (Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
\_\_\_\_\_  
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By   
\_\_\_\_\_

Revised 09/01/2020

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, 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 **TR 38051-2**, 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 **Sixty-Three Thousand Six Hundred Twelve and no/100 Dollars (\$63,612.00)**.

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

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

Agreement for the Placement of Survey Monuments

TR **38051-2**

Page 1

NOV 28 2023 2.7

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

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

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

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

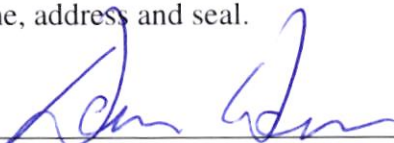
EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

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

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

Contractor  
Pulte Home Company, LLC  
Attn: Darren Warren  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Vice President Land Acquisitions & Development \_\_\_\_\_

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



## 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.

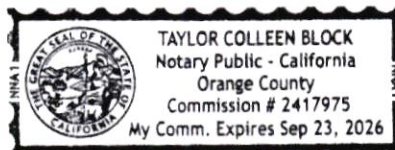
State of California  
County of ORANGE )

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DARREN WARREN,  
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.

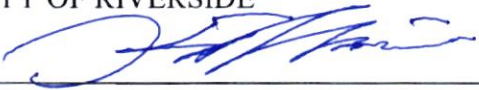
WITNESS my hand and official seal.



Signature Taylor Colleen Block (Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
\_\_\_\_\_  
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By   
\_\_\_\_\_

Revised 09/01/2020



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

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

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 11/28/23 CAN IT GO AT A LATER DATE:  YES  NO

|  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> AMENDMENT     | NO.   | <input type="checkbox"/> CHANGE ORDER    | NO.  |
| <input type="checkbox"/> RESOLUTION    | NO.   | <input type="checkbox"/> ORDINANCE       | NO.  |
| <input type="checkbox"/> AWARD PACKAGE | <input checked="" type="checkbox"/> FINAL MAP | <input type="checkbox"/> ACQUISITION/EDA | <input type="checkbox"/> ADVERTISEMENT PACKAGE |
| <input type="checkbox"/> OTHER:        |   | SUPERVISORIAL DISTRICT: 2                |  |

**PROJECT/SUBJECT:**  
 FINAL TRACT MAP NO: 38051-2 (Schedule "A")  
 DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

|                                   |                                    |
|-----------------------------------|------------------------------------|
| CONTRACTING PARTY: Gina Ness      | W.O. NO.: FTM3805102(TC-SU21)(DBF) |
| PROJECT MANAGER: Gina Ness        | EXTENSION: 5-6711                  |
| FORM 11 AUTHOR/CONTACT: Gina Ness | 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 2 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 1 REMAINING COPY TO TRANSPORTATION.  
 THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACT 38051-2 IS TO BE DELIVERED TO THE COUNTY RECORDER.

| MINUTETRAQ (MT) NO: | TRANS TRACKING ID: | DATE RECEIVED: | INITIALS: |
|---------------------|--------------------|----------------|-----------|
| 23487               |                    |                |           |

11-28-23 2.7  
2023-11-157451

NOV 21 PM 2:54



DATE: 11-19, 2022



DAVID L. McMILLAN, COUNTY SURVEYOR  
L.S. 8488  
EXPIRATION DATE: 12-31-2024



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "E", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON.

DATE: 11-28, 2022  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS

BY:   
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY:   
DEPUTY

TAX BOND CERTIFICATE

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

DATE: \_\_\_\_\_ 2022  
CASH OR SURETY BOND

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

\_\_\_\_\_, A NOTARY PUBLIC  
WHO PROVED TO ME ON  
\_\_\_\_\_, WHO PROVED TO THE WITHIN  
\_\_\_\_\_, AUTHORIZED  
SON(S), OR THE ENTITY UPON BEHALF

THAT THE FOREGOING PARAGRAPH IS

\_\_\_\_\_, A NOTARY PUBLIC  
WHO PROVED TO ME ON  
\_\_\_\_\_, WHO PROVED TO THE WITHIN

ES

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

# TRACT NO. 38051-2

BEING A SUBDIVISION OF LOT 2 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY; LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

**adkan**  
ENGINEERS

AUGUST 2019

RE

FILED  
IN B  
AT T  
NO.  
FEE  
PETE

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

SUBD.  
CHICA

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP OF STEPHEN CAMERON ON AUGUST 23, 2019. I HEREBY STATE AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENT SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTITUTES TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN

DATE: 11-7-2023



MITCHELL JAY ADKISON L.S. 8936  
EXPIRATION DATE: 9-30-24

INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE WITHIN THE DISTINCTIVE BORDER LINE.

AND AS "PRIVATE STREETS" AS SHOWN HEREON FOR PRIVATE USE, EASEMENTS, AND LOT OWNERS WITHIN THIS TRACT MAP.

CONSENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "E," TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR

RATION

## COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO THE BOARD OF SUPERVISORS ON SEPTEMBER 13, 2022, THE EXP THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 11-15, 2023



DAVID I. MCMILLAN COUNTY SURVEYOR

COMPANY, AS BENEFICIARY UNDER A DEED OF 2, 2022 AS DOCUMENT NO. 2022-0511225,

COMPANY













RCIT Eagle Aerial

**Legend**

**Road Book Centerline**

**TYPE**

-  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 38051-2

Section 36, T.4S. R.6W.

**Supervisorial District: 2**



NOT TO SCALE



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

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

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

|                                |   |
|--------------------------------|---|
| REQUESTED BOARD DATE: 11/28/23 | CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO |
|--------------------------------|---|

|  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> AMENDMENT     | NO.   | <input type="checkbox"/> CHANGE ORDER    | NO.  |
| <input type="checkbox"/> RESOLUTION    | NO.   | <input type="checkbox"/> ORDINANCE       | NO.  |
| <input type="checkbox"/> AWARD PACKAGE | <input checked="" type="checkbox"/> FINAL MAP | <input type="checkbox"/> ACQUISITION/EDA | <input type="checkbox"/> ADVERTISEMENT PACKAGE |
| <input type="checkbox"/> OTHER:        |   | SUPERVISORIAL DISTRICT: 2                |  |

**PROJECT/SUBJECT:**

FINAL TRACT MAP NO: 38051-2 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

|                                   |                                    |
|-----------------------------------|------------------------------------|
| CONTRACTING PARTY: Gina Ness      | W.O. NO.: FTM3805102(TC-SU21)(DBF) |
| PROJECT MANAGER: Gina Ness        | EXTENSION: 5-6711                  |
| FORM 11 AUTHOR/CONTACT: Gina Ness | 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.):**

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| MINUTETRAQ (MT) NO: | TRANS TRACKING ID: | DATE RECEIVED: | INITIALS: |
|---------------------|--------------------|----------------|-----------|
| 23487.              |                    |                |           |


RECEIVED  
 GENERAL  
 2023 NOV 21 PM 2:54

11-28-23 2.7  
 2023-11-15 7456





DATE: 11-12, 2022

  
DAVID L. McMILLAN, COUNTY SURVEYOR  
L.S. 8488  
EXPIRATION DATE: 12-31-2024



**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "E", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON.

DATE: 11-28, 2023  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS

BY:   
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY:   
DEPUTY

**TAX BOND CERTIFICATE**

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

DATE: \_\_\_\_\_ 202    
CASH OR SURETY BOND

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

\_\_\_\_\_, A NOTARY PUBLIC  
\_\_\_\_\_, WHO PROVED TO ME ON  
SUBSCRIBED TO THE WITHIN  
~~HER/THEIR~~ AUTHORIZED  
SON(S), OR THE ENTITY UPON BEHALF

THAT THE FOREGOING PARAGRAPH IS

\_\_\_\_\_, A NOTARY PUBLIC  
\_\_\_\_\_, WHO PROVED TO ME ON  
SUBSCRIBED TO THE WITHIN

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

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PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY;  
LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

**adkan**  
ENGINEERS

AUGUST 2019

RE

FILED  
IN B  
AT T  
NO.  
FEE  
PETE

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

SUBD.  
CHICA

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COMPANY, AS BENEFICIARY UNDER A DEED OF 2, 2022 AS DOCUMENT NO. 2022-0511225,

COMPANY