

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



**ITEM: 2.9  
(ID # 23686)**

**MEETING DATE:**  
Tuesday, December 12, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Parcel Map 38147 a Schedule "E" Subdivision in the Mead Valley area.  
District 1. [Applicant Fees 100%]

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

1. Approve the Improvement Agreements for Final Parcel Map 38147 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 Parcel Map 38147.

**ACTION:Consent**

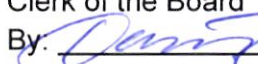
  
Mojahed Salama, Transportation Deputy Director 12/5/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 12, 2023  
xc: TLMA-Transp.

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 Parcel Map 38147 was approved by the Board of Supervisors on May 10, 2022, as Agenda Item 1.2. Final Parcel Map 38147 is a 9.80-acre subdivision creating 2 lots in the Mead Valley 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.

NLF/DP Seaton 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.

PM 38147 \$517,000 for the completion of road and drainage improvements.

PM 38147 \$26,500 for the completion of the water system.

PM 38147 \$14,000 for the completion of the sewer system.

PM 38147 \$15,500 for the completion of the survey monumentation.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

PM 38147 Vicinity Map

PM 38147 Improvement Agreement

PM 38147 Mylars

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



Jason Farin, Principal Management Analyst 12/6/2023



George Trindle, CHIEF ASST COUNTY COUNSEL 12/6/2023



**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 NLF/DP Seaton 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 **Parcel Map 38147**, 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 **Five Hundred Seventeen Thousand and no/100 Dollars (\$517,000.00)**.

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:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept 4080 Lemon Street, 8 <sup>th</sup> Floor Riverside, CA 92501	NLF/DP Seaton LLC 100 Wilshire Blvd Suite 250 Santa Monica CA 90401

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

By:

NLF/DP Seaton, LLC, a Delaware limited liability company

By:   
Name: Alon Kraft  
Title: \_ Authorized Signatory

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

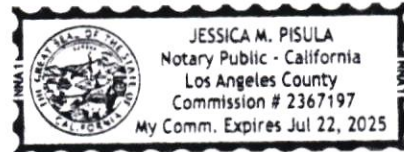
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES    )

On January 10, 2023, before me, Jessica M. Pisula, a Notary Public, personally appeared Aron Kraft, 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 



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 NLF/DP Seaton 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 **Parcel Map 38147**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Twenty-Six Thousand Five Hundred and no/100 Dollars (\$26,500.00)**.

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

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

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

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

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

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

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

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



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

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

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept 4080 Lemon Street, 8 <sup>th</sup> Floor Riverside, CA 92501	NLF/DP Seaton LLC 100 Wilshire Blvd Suite 250 Santa Monica CA 90401

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

By:

NLF/DP Seaton, LLC, a Delaware limited liability company

By:   
Name: Alon Kraft  
Title: Authorized Signatory

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

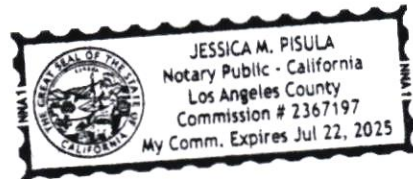
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

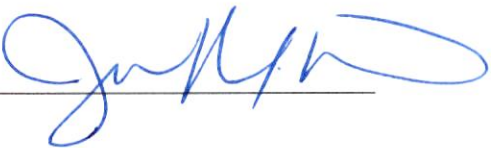
STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )

On January 10, 2023, before me, Jessica M. Pisula, a Notary Public, personally appeared Abn Kraft, 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 


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

DEC 12 2023  
2.9



**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 NLF/DP Seaton 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 **Parcel Map 38147**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Fourteen Thousand and no/100 Dollars (\$14,000.00)**.

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

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

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

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

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

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

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept 4080 Lemon Street, 8 <sup>th</sup> Floor Riverside, CA 92501	NLF/DP Seaton LLC 100 Wilshire Blvd Suite 250 Santa Monica CA 90401

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

By:

NLF/DP Seaton, LLC, a Delaware limited liability company

By: 

Name: Alon Kraft

Title: \_ Authorized Signatory

COUNTY OF RIVERSIDE signature page to follow on page 4.

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



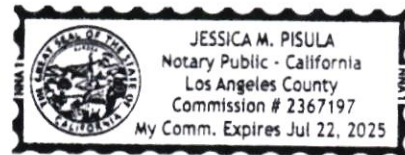
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )

On January 19, 2023, before me, Jessica M. Pisula, a Notary Public, personally appeared Alon Kraft, 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

A handwritten signature in blue ink, appearing to be 'J.M.P.', written over a horizontal line.

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 \_NLF/DP Seaton 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 **Parcel Map 38147**, 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 **Fifteen Thousand Five Hundred and no/100 Dollars (\$15,500.00)**.

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

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



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

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

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

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

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

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

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

Contractor  
NLF/DP Seaton LLC  
100 Wilshire Blvd Suite 250  
Santa Monica CA 90401

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

By:

NLF/DP Seaton, LLC, a Delaware limited liability company

By: 

Name: Alon Kraft

Title: \_ Authorized Signatory

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

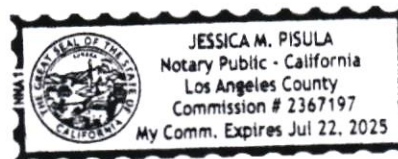
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES    )

On January 10, 2023, before me, Jessica M. Pisula, a Notary Public, personally appeared Alon Kraft, 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 Jess M. Pisula





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

DEC 12 2023

2.9

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

1. Work Order #

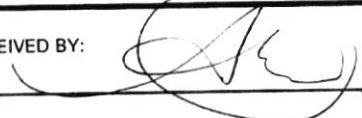
1. Page — of —

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 <b>Clerk of the Board of Supervisors</b>		8. ORG.#	10. DATE <b>12/12/2023</b>
4. ORGANIZATION <b>County of Riverside</b>		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS <b>4080 Lemon St., Room 127</b>		12. NO. OF BOXES TRANSFERRED	
CITY <b>Riverside, Ca. 92501</b>		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP <b>1010</b>	7. Name <b>Daniel Lopez</b> PHONE # <b>955-1069</b> FAX# <b>955-1071</b>	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Board Date 12/12/2023 - Item No 2.9				
	Final Tract Map No 38147 - Sched "E"				
	SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SEC 2, T4S, R4W,S.B.M. District 3				
					RECEIVED RIVERSIDE COUNTY CLERK/RECORDER 2023 DEC 14 AM 10:26

21. RECORDS RECEIVED BY: 		30. REMARKS	
22. TITLE	23. RECEIVED VIA:		
24. DATE RECEIVED:	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:			





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY  
OFFICE OF SUPERVISORS

2023 DEC 11 AM 11:21

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

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

REQUESTED BOARD DATE: 12/12/23	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: 3		

<b>PROJECT/SUBJECT:</b>
FINAL PARCEL MAP NO: 38147 (Schedule "E")
DESCRIPTION: APPROVAL OF FINAL PARCEL MAP.

CONTRACTING PARTY: Gina Ness	W.O. NO.: zFPM38147 (TC-SU21)(DBF)
PROJECT MANAGER: Gina Ness	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Gina Ness	EXTENSION:

### FISCAL

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

### ROUTING

<b>SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):</b>
THE FINAL PARCEL MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF EACH OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.
THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACT 38147 IS TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
23686			

12/12/23 2.9  
2023-12-157648

N THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

# PARCEL MAP NO. 38147

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF  
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

## ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DEDEAUX PROPERTIES ON NOVEMBER 11, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 8/15/23

  
DOUGLAS L. GOODMAN, R.C.E. 28500  
EXPIRES 3-31-2024



## 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: \_\_\_\_\_

CASH OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

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

BY: [Signature]  
DEPUTY

### BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" 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 LOT "B" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IS ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROAD SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT" IS HEREBY ACCEPTED.

THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG SEATON AVENUE IS HEREBY ACCEPTED.

DATE: 12-12-2023

ATTEST:

COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

BY: [Signature]  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
*Kevin Jeffries*

KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS

BY: [Signature]  
DEPUTY

DRAINAGE  
DE PURSUANT TO  
CODE AND  
FOR GIVEN  
FEES SHALL  
EFFECT AT THE TIME  
COURS FIRST,  
DURING OR  
ISSUANCE



**RECORDING REQUESTED BY:**

First American Title Insurance Company

**WHEN RECORDED MAIL TO:**

First American Title Insurance Company

National Commercial Services

302 E. Palm Avenue

Redlands, CA 92373

MAP		MB	PAGE		PAGE
	COPY	LONG	REFUND	NCHG	EXAM

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**PARCEL MAP NO. 38147  
SUBDIVISION GUARANTEE**

---

NCS-1036796-M-ONT1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

*SUBDIVISION GUARANTEE*

Fee: \$360.00

Subdivision: Parcel Map No. 38147

*First American Title Insurance Company,*  
a Nebraska corporation

**GUARANTEES**

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

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

NLF/DP SEATON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

The map hereinbefore referred to is a subdivision of:

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Dated: 11/09/2023 at 7:30 A.M.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary





Parcel No.: 314091005  
Project: Seaton Ave. & Perry Street Buildings 1 & 2

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

COUNTY OF RIVERSIDE  
TRANSPORTATION AND LAND MANAGEMENT AGENCY  
4080 Lemon St., Floor 14  
Riverside, CA 92501

---

(Space Above For Recorder's Use)

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**By**

**NLF/DP SEATON, LLC,**

**A DELAWARE LIMITED LIABILITY COMPANY**

**Dated: As of December 2, 2022**

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**EXHIBIT LIST**

**Exhibit A**

Parcel I

**Exhibit B**

Parcel II

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Easement Area

**Exhibit D**

Drainage Area

**Exhibit E**

Utility Easement Area

**Exhibit F**

Landscape Easement Area

**Exhibit G**

Glossary of Defined Terms

## **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this “**Declaration**”) is made as of December 2, 2022 (the “**Effective Date**”), by NLF/DP Seaton, LLC, a Delaware limited liability company existing under the laws of the State of Delaware with offices located at 100 Wilshire Boulevard, Suite 250, Santa Monica, CA 90401 (“**Declarant**”).

### **RECITALS**

A. Declarant is the fee owner of the land described on Exhibit A, which consists of approximately 9.48 gross acres of industrial property (the “**Property**”) running parallel between Markham Street and Perry Street commonly known as 18631 and 18643 Seaton Avenue, Perris, County of Riverside, California.

B. Declarant is recording Parcel Map No. 38147 in the Official Records of the County of Riverside to divide the Property into two parcels, being Parcel I, described on Exhibit A attached hereto and Parcel 2, described on Exhibit B attached hereto (collectively, the “**Parcels**”) (collectively, the “**Subdivision**”).

C. The proposed development of the Subdivision (Plot Plan No. 210022) consists of two (2) 49,470 square foot warehouse buildings each with 2,500 square feet of office space (each “**Building 1**” and “**Building 2**” respectively, and collectively, the “**Buildings**”). Both Buildings will be provided with 16 loading docks, a separate truck trailer parking yard and a separate parking lot. Building 1 will be located on Parcel 1 of the Subdivision and will have 34 parking spaces and 55 truck trailers. Building 2 will be located on Parcel 2 and will have 35 parking spaces and parking for 76 truck trailers. Each Parcel within the Subdivision shall comply with the parking standards independent of the other Parcel including electric vehicle requirements.

D. Ingress and egress to each Parcel within the Subdivision for pedestrian and vehicular access shall be provided by two (2) driveways on Seaton Avenue; the South driveway and the North driveway, the dimensions and location of which are annexed as Exhibit C (the “**Easement Area**”). To reduce impacts to adjacent residential development, the North driveway of the Easement Area shall be restricted to passenger and emergency vehicles, and all truck traffic shall be restricted to the South Driveway of the Easement Area.

E. This Declaration establishes the following easements on, over, across and under the specified portions of the Subdivision for the benefit of Declarant and its successors, assigns, heirs, officers, directors, employees, agents, contractors, customers, vendors, suppliers, employees, visitors, invitees, licensees, tenants, and subtenants (collectively “**Permittees**”) in order to ensure that: (1) the Subdivision is approved, developed, used and maintained in accordance with Plot Plan No. 210022; (2) a safe and secure environment for Declarant and is maintained on each Parcel and the Easement Area at all times; and (3) Declarant and its Permittees have the appropriate access over, under, on, and across the Parcels: (a) a nonexclusive easement for vehicular and pedestrian ingress and egress on, over and across the Easement Area (the “**Driveway Easement**”); (b) a nonexclusive easement for installing, maintaining, repairing,



and replacing sewer, water, gas, electric, telephone, internet and cable lines, and pipes and services on, over, under and across the Easement Area (the “**Utility Easement**”); (c) a nonexclusive easement on, over, under and across the portion of the Subdivision shown on Exhibit D attached hereto (the “**Drainage Easement Area**”) for installing, maintaining, repairing and replacing storm water drainage pipes, culverts, drains and surface water flows (the “**Drainage Easement**”); and (d) a nonexclusive easement for installing, planting, and maintaining landscaping and landscaping irrigation systems in compliance with Riverside County Ordinance No. 859 on, over and across the portion of the Subdivision described on Exhibit E attached hereto (the “**Landscape Easement Area**”) (the “**Landscape Easement**” collectively with the Driveway Easement, Utility Easement, and Drainage Easement, the “**Easements**”).

F. Declarant desires to enter into this Declaration to govern the development of, and the use and operation of the Buildings located on the Parcels within the Subdivision, to create the Easements, to provide for certain maintenance obligations regarding the Easements, to allocate certain costs and responsibilities for the Easements, and to otherwise impose certain covenants, conditions and restrictions upon each Parcel.

NOW, THEREFORE, with reference to the foregoing recitals, in consideration of the premises, covenants and Declarations set forth in this Declaration and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1. DEFINITIONS

Capitalized terms used herein, including capitalized terms used in the Recitals set forth above and in the Exhibits attached hereto, unless otherwise defined herein, shall have the respective meanings specified in the Glossary of Defined Terms attached hereto as Exhibit F. Unless otherwise indicated, references in this Declaration to articles, sections, paragraphs, clauses, exhibits and schedules are to the same contained in or attached to this Declaration.

## 2. EASEMENTS

2.1 **Easements**. Subject to the covenants and conditions contained herein, Declarant hereby reserves, grants and conveys in favor of Parcel 2 the following nonexclusive perpetual easements over, on, under, and across Parcel 1 that are appurtenant to Parcel 2:

2.1.1 **Driveway Easement**. The Driveway Easement for ingress, egress, passage and accommodation of vehicular and pedestrian traffic on, over and across the Easement Area.

2.1.2 **Utility Easement**. The Utility Easement to install, maintain and/or repair all sewer, water, sewer, internet, gas, electric, telephone and cable utility lines, pipes, services, and all necessary appurtenances thereto on, over, under and across the Easement Area.

2.1.3 **Drainage Easement.** The Drainage Easement to install, maintain, and/or repair all storm water culverts, storm drains, and all other pipes, lines, and improvements for storm water drainage over and across the Drainage Easement Area.

2.1.4 **Landscape Easement.** The Landscape Easement to install, maintain, and/or plant landscaping, native vegetation and a landscape irrigation system in accordance with the approved plans, Riverside County Ordinance No. 859, and the County of Riverside Guide to California Friendly Landscaping on, over and across the Landscape Easement Area.

2.1.5 **Monument Easement.** An easement to erect, install, maintain, replace and repair an approved monument sign in accordance with the County of Riverside standards and all applicable ordinances, and requirements on a portion of the Subdivision adjacent to or within the Easement Area as approved by Declarant in accordance with Article 4.

### 3.

### **RESTRICTIONS AND COVENANTS**

3.1 **Restrictions.** Declarant hereby declares and covenants that the Parcels within the Subdivision shall be held, improved, developed, sold, conveyed, hypothecated, encumbered, leased, rented, used, operated and occupied subject to the limitations, restrictions, reservations, Declarations, rights, easements, conditions, obligations and covenants set forth in this Declaration (collectively, the “**Restrictions**”). All and each of the Restrictions: (i) are imposed as covenants and equitable servitudes upon the Parcels within the Subdivision, or the applicable portions thereof, as so indicated, (ii) shall run with the land, and (iii) shall be binding upon and inure to the benefit of any Person having or acquiring any right, title or interest in the Parcels or any portion thereof, any Building thereof, improvements, or any other buildings erected thereon, and upon their successors and assigns.

3.2 **Obstructions.** The Easement Area shall be kept open and unobstructed at all times, and nothing shall allow any Party or any of their respective Permittees any right to obstruct access to the Easement Area. The Drainage Easement Area shall be kept free of any obstructions that would prevent the flow of storm water permitted by the Drainage Easement.

3.3 **No Merger.** Any reconfiguration of the Subdivision or any Parcel within the Subdivision shall not affect the Restrictions and Easements provided in this Declaration. Accordingly, the Easements granted in this Declaration shall remain in full force and effect on the Parcels within the Subdivision with all such Restrictions and shall not be merged.

3.4 **Restriction on Substantial Amendments.** Notwithstanding any provision in this Declaration to the contrary, the Easements granted herein shall not be terminated, substantially amended, or Parcels 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 Easements established pursuant to this Declaration.

3.5 **Restriction for Landscaping.** The Parcels within the Subdivision shall be prohibited from using water-intensive landscaping and all Parties and their respective Permittees

are required to use low water landscaping pursuant to the provisions of Riverside County Ordinance No. 859 (as adopted and any amendments thereto).

#### 4.

#### **CONSTRUCTION, MAINTENANCE AND REPAIR.**

4.1 **Construction and Maintenance.** Unless otherwise agreed between the owners of Parcel 1 and Parcel 2, each owner of Parcel 1 and Parcel 2 shall share equally all costs and expenses for the use, maintenance, operation, repair, and replacement of the Easement Area, the Drainage Easement Area, and the Landscape Easement Area so as to keep such areas at all times in a safe, good, secure, and functional condition including without limitation the following: snow and ice removal; repaving, re-stripping, and replacing markings on the surface of the driveways and drive aisles in the Easement Area from time to time as and when necessary so as to provide for the orderly flow of vehicles, and to restore the driveways and drive aisles in connection with any casualty or damage; security; lighting (in accordance with applicable standards and safety); irrigation, fertilizing, maintenance, and replacement, as necessary of all landscaping in the Landscape Easement Area; storm drains and culverts in the Drainage Easement Area; repair and replacement of sewers; utility lines, pipes and conduits and related improvements within the Easement Area (collectively, the “**Maintenance**”).

4.2 **Mitigation of Interference.** All Maintenance work shall be performed in a good and workmanlike manner, and shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the Easement Area, Drainage Easement Area, or Landscape Easement Area by any Person or entity.

4.3 **Emergency Work.** Notwithstanding any other notice requirement contained in this Declaration, in the event of an emergency that threatens or endangers (a) human life or safety, (b) security and/or compliance with applicable laws, codes, ordinances, and standards, or (c) the use and operation and/or access to Parcel 2, the owner of Parcel 2 may undertake such measures on, under, over, across Parcel 1 or within the Easement Area, Landscape Easement Area or Drainage Easement Area as are reasonably necessary to remedy the emergency (the “**Emergency Work**”), provided that such owner of Parcel 2 (w) acts in good faith, (x) gives notice thereof to Declarant upon the occurrence of the emergency or as soon thereafter as reasonably possible, (y) uses its best efforts to remedy and cure the emergency condition and completes the Emergency Work as promptly as possible, and (z) otherwise conforms, to the extent practicable, to the applicable provisions of this Declaration.

4.4 **Use and Operation of the Parcels.** No owner of Parcel 1 or Parcel 2 or its respective Permittees shall release, transport, generate, store, dispose, or manufacture any Hazardous Materials on, under, over, across or through the Subdivision in connection with the use or enjoyment of the Easements granted under this Declaration. The storage and use, in customary amounts, of normal cleaning supplies and substances customarily used on connection with the use and operation of a truck terminal or warehouse operation shall be permitted so long as such materials are used and stored in accordance with all applicable Hazardous Materials Laws.

4.5 **Reimbursement of Expenses.** With respect to any Emergency Work or any use of the Easements which requires the cooperation, approval, consent, or monitoring compliance with this Declaration by the owner of Parcel 1 or Parcel 2, the owner requesting such cooperation, approval, consent or monitoring shall, within thirty (30) days after written request, reimburse the other owner for its reasonable costs incurred in connection with such review, consent, and monitoring.

4.6 **No Liens.** No owner of Parcel 1 or Parcel 2 shall permit any mechanic's or materialmen's liens, stop notices or other liens arising out of the Maintenance, Emergency Work, or any other activities to be filed against any portion of the Easement Area, Landscape Easement Area or Drainage Easement Area.

## 5. **RESERVATION OF RIGHTS**

5.1 **Reservation of Retained Easement Rights to Install Monument Sign.** The Owner of Parcel 2 shall have the right, at its sole cost and expense, to install and maintain a monument sign for the tenant(s) on Parcel 2 (the "Sign"), which Sign shall be located adjacent to the Easement Area, provided however, that such Sign (a) is permitted by the County of Riverside, (b) is installed and maintained in accordance with all applicable ordinances, requirements, and standards, and (c) is reasonably approved by Declarant for location and uniformity (or substantially similar) to any monument sign for Parcel 1 (which approval shall not be unreasonably withheld, conditioned, or delayed). The Sign shall not impact, interfere, or otherwise affect the use and operation of Parcel 1.

## 6. **INDEMNITY**

6.1 **Indemnity by Parcel 2 Owner.** The owner of Parcel 2 and its Permittees shall at all times defend, indemnify, protect, and save harmless the owner of Parcel 1 and its Permittees and all other persons acting under, through, or on behalf of them, from any and all claims, costs, losses, expenses or liability, including attorneys' fees and costs of litigation, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Declarant, to the extent that such arises from or is caused by (a) any work or improvements on or about any of the Easements, the Emergency Work, and/or access, use, or operation of the Easements by such owner, or its Permittees or contractors, (b) the acts, omissions, or negligence of the owner of Parcel 2 or its Permittees in connection with this Declaration, including without limitation pursuant to Article 4 hereof, or (c) the failure of the owner of Parcel 2 or its Permittees to observe and abide by any of the terms, covenants, restrictions, or conditions of this Declaration, any applicable law, ordinance, rule, or regulation pertaining to this Declaration, the Easements, or the Easement Area, Landscape Easement Area, and Drainage Easement Area; provided, however, that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of the owner of Parcel 1 or its Permittees. The foregoing indemnity includes the duty to defend the owner of Parcel 1 and its Permittees or, at the election of such owner of Parcel 1, pay such owner's and its Permittees' costs of their defense in any court action, administrative action, or other proceeding brought by any third party arising from this Declaration.



6.2 **Environmental Indemnity.** Each owner of a Parcel (“**Indemnifying Owner**”) shall defend, indemnify, and hold Declarant and the other owner of a Parcel harmless from and against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Declarant or such other owner may directly or indirectly sustain or suffer as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not the Indemnifying Owner knew of same) of any Hazardous Materials occurring during Indemnifying Owner’s ownership, use or occupancy of the Subdivision, provided that the terms of the foregoing indemnity shall not apply to conditions that existed prior to Indemnifying Owner’s ownership of any Parcel, or to matters caused by Declarant or the other owner or its Permittees. The provisions of this Section 6.2 shall not bind or be applicable to any lender or to any purchaser that acquires title to a Parcel at any judicial or non-judicial foreclosure sale or by a deed-in-lieu thereof.

6.3 **Remedial Actions.** If the owner of a Parcel has actual knowledge of the presence of any Hazardous Materials on or under Easement Area, Landscape Easement Area or Drainage Easement Area that are in violation of Hazardous Materials Laws, such owner shall immediately take or cause its Permittees to immediately take, at no cost or expense to Declarant or the other owner, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or regulations of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims.

## 7.

### **INSURANCE/CASUALTY**

7.1 **Insurance.** Each owner of a Parcel shall obtain and maintain during the term of this Declaration general liability insurance including public liability and property damage in commercially reasonable amounts covering its respective Parcel and Building, and insuring such owner in connection with the use of the Easement Area, Landscape Easement Area and Drainage Easement Area, and the improvements located thereon, in accordance with the following:

7.1.1 **Insurance Companies.** All insurance required to be maintained pursuant to this Article 7 shall be written by companies licensed to do business in California and having a “General Policyholders Rating” of at least A-VII as set forth in the most current issue of “Best’s Insurance Guide”.

7.1.2 **Certificates of Insurance.** Certificates of insurance with original endorsements for all coverages shall be required and delivered to each party. The certificates and endorsements of each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms reasonably acceptable to Declarant and the owner of each Parcel. The owners shall provide each other with certificates of renewal or “binders” thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modifications except

after thirty (30) days' prior written notice to the other party (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' after written notice has been given to each additional insured).

7.1.3 **Additional Insureds.** Declarant and each owner of a Parcel shall be named as an additional insured under the other owner's insurance policy(ies). Each such policy shall provide for severability of interest.

7.1.4 **Excess Coverage.** Any umbrella liability policy or excess liability policy shall be in "following form" and shall contain a provision to the effect that, if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if such a provision is available at commercially reasonable rates.

7.1.5 **Notification of Incidents.** Each owner of a Parcel shall notify the other owner, in writing, of the occurrence of any accidents or incidents which could give rise to a claim under any of the insurance policies required under this Article 7 within three (3) business days after knowledge of the same.

7.1.6 **Waiver of Subrogation.** Each owner of a Parcel hereby waives any right of subrogation against Declarant or the other owner. All policies of property insurance required hereunder must contain a waiver of subrogation clause.

7.2 **Modification of Insurance Requirements.** The requirement to obtain and maintain any particular insurance in accordance with this Article 7 may be modified or waived upon consent of Declarant.

7.3 **Self-Help.** Without limiting any other remedy provided for under this Declaration, at law or equity, if the owner of a Parcel defaults, in whole or in part, in the observance, performance or compliance with its obligations to maintain insurance under this Article 7, then the Declarant or the other owner of a Parcel shall have the right to demand such observance, performance or compliance by written notice to the defaulting owner. If the defaulting owner does not cure the default within five (5) days after receipt of such notice, the Declarant or owner of the other Parcel shall have the right, but not the obligation, to obtain such insurance coverage on behalf of defaulting owner. Any and all premiums, costs and expenses to obtain such insurance coverage incurred by Declarant or the owner of the other Parcel shall be paid by the defaulting owner within thirty (30) days after submission of invoices by the Declarant or the other owner to the defaulting owner.

7.4 **Work on the Project.** During any period in which any work or improvements are being performed by or on behalf of the owner of Parcel 2 on or from the Easement Area, the Landscape Easement Area or the Drainage Easement Area or on Parcel 1, the owner of Parcel 2 shall cause its contractors to procure and maintain comprehensive general liability insurance, worker's compensation and employer's liability insurance, automobile liability insurance, and/or other insurance with respect to such work as a prudent business person would require, under the circumstances, exercising reasonable business judgment, with limits of liability and deductibles as are available at commercially reasonable rates. Such insurance and proof thereof, including

an endorsement naming Declarant and the owner of Parcel 1, if applicable, and its designated Permittees as additional insureds shall be approved by Declarant as its sole discretion.

## **8.** **DEFAULTS AND REMEDIES**

8.1 **Default.** In the event that the owner of either Parcel (“**Defaulting Party**”) fails to perform any provision in accordance with the requirements, obligations, and covenants set forth herein, including shared common expenses for the Maintenance, security, and lighting of the Easement Area, or provide insurance as required under Article 7, or fails to pay or to perform any other obligation set forth under this Declaration (the “**Event of Default**”) within ten (10) days (the “**Cure Period**”) following written notice to cure thereof (the “**Default Notice**”), then Declarant or the non-defaulting owner of a Parcel (the “**Non-Defaulting Party**”) shall have the right but not the obligation to Cure such Event of Default on behalf of the Defaulting Party. Any and all amounts, costs, and expenses incurred, imposed, or paid by the Non-Defaulting Party on behalf of the Defaulting Party to cure the Event of Default shall be paid by the Defaulting Party within ten (10) days after submission of invoices by the Non-Defaulting Party to the Defaulting Party. The foregoing right to cure shall not be exercised if (i) the Defaulting Party cures the default within the Cure Period, or (ii) if the Event of Default cannot reasonably be cured within the Cure Period, but the Defaulting Party notifies the Non-Defaulting Party, and begins to cure the Event of Default within such reasonable time period and thereafter diligently pursues such cure to completion. The Default Notice shall not be required prior to the Non-Defaulting Party exercising its rights hereunder if, using its reasonable judgment, the Non-Defaulting Party deems that an emergency exists, including a condition that jeopardizes the safety and security of the Easement Area, the Landscape Easement Area or the Drainage Easement Area. In the event of such an emergency, the Non-Defaulting Party shall give notice thereof to the Defaulting Party as is reasonable under the circumstances.

8.2 **Interest and Lien.** Any amounts not paid by a Defaulting Party when due hereunder shall accrue interest at the annual rate of ten percent (10%) of the delinquent amount until paid, and the Defaulting Party hereunder shall be responsible for reasonable attorneys’ fees and costs in the enforcement and collection thereof. Any delinquent payment due hereunder, together with any interest accrued on any such delinquent payment, reasonable attorneys’ fees and collection costs related to such delinquent payment, shall, to the greatest extent permitted by the applicable law, be a continuing lien and charge upon the Defaulting Party’s Parcel in favor of the Declarant or the owner of the other Parcel to which such payment is due, effective upon recording a notice of delinquency. Any such lien on the title to a Parcel shall be subject and subordinate to the lien of any mortgage or deed of trust held by a third party lender that has advanced funds secured by such mortgage or deed of trust in good faith without knowledge of such delinquent payment owed by the Defaulting Party.

8.3 **Remedies.** Upon the occurrence of an Event of Default by either owner of a Parcel following such owner’s failure to cure during any applicable Cure Period, the Non-Defaulting Party shall have any remedies available at in law or equity, including but not limited to injunctive relief to restrain or enforce the performance of such obligation or failures to act that pose a credible threat to the health, safety or security of the Easement Area, the Landscape

Easement Area or the Drainage Easement Area, any violation or threatened violation by the other party hereto of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, cure, or condition is not adequate. All remedies are cumulative and shall be deemed additional to any and all other remedies to which each owner may have at law or in equity.

8.4 **Attorney's Fees.** If Declarant or an owner of a Parcel, institutes any litigation to enforce any of the terms, covenants, conditions, or Easements set forth in this Declaration, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party.

## 9. **GENERAL PROVISIONS**

9.1 **Successors and Assigns; Mutuality; Reciprocity; Runs with Land.** This Declaration shall be binding upon and shall inure to the benefit of Declarant and each owner of a Parcel, and their respective successors and assigns. The obligations imposed by the terms, restrictions, covenants and conditions of this Declaration shall run with the title to Parcel 1 and Parcel 2 within the Subdivision. No owner of a Parcel may transfer the rights and obligations granted or reserved to it hereunder except with a conveyance of fee simple absolute title of the Parcel, or any legal portion thereof over which such rights and obligations are to be transferred. Any Person succeeding to Declarant's interest in any portion of the Subdivision so transferred or conveyed (whether a fee estate or a leasehold estate under a ground lease that makes the tenant an owner under this Declaration) shall automatically, as of the effective date of the assignment or conveyance or delivery of the deed or the ground lease, (i) succeed to the rights herein granted to such transferor and (ii) be deemed to have assumed the obligations of such transferor accruing after such effective date, unless such succeeding Person is not a bona fide purchaser for value, in which case, such succeeding Person shall be deemed to have assumed all obligations of such transferor, including those arising prior to such effective date. Upon conveyance of fee simple absolute title or entry into a ground lease with respect to Parcel 1 or Parcel 2, the transferring Party shall not be released from its obligations (including under all indemnity and release provisions herein) accruing prior to the effective date of such transfer, but shall be relieved of all of its obligations hereunder accruing after the effective date of such transfer (however, it shall continue to have the benefit of all indemnities and releases hereunder).

9.2 **Multiple Ownership.** In the event that Parcel 1 or Parcel 2 or any portion thereof is transferred in such manner as to vest ownership (whether fee or ground leasehold) of such portion or the entire Parcel in more than one Person, then all such Persons having ownership in such Parcel shall be jointly considered a single owner with respect to such Parcel and shall each be bound by and shall be jointly and severally liable for all the obligations imposed upon the owner of such Parcel under the terms of this Declaration.

9.3 **Constructive Notice and Acceptance.** Every lender, transferee, successor, lessee and occupant who now or hereafter owns or acquires any right, title or interest in or to any Parcels or the improvements located thereon is and shall be conclusively deemed to have consented and agreed to the terms and conditions of this Declaration, whether or not any



reference to this Declaration is contained in the instrument by which such lender, transferee, successor, lessee or occupant acquired such right, title or interest.

9.4 **Recitals and Exhibits; Captions.** The Recitals set forth at the beginning of this Declaration and the Exhibits attached to this Declaration are incorporated into this Declaration by this reference as though fully set forth in this Section. Each reference to an article, a section or an exhibit in this Declaration shall mean the articles and sections of this Declaration and the exhibits attached to this Declaration, unless specifically otherwise stated. The section headings or captions used herein are for convenience only and are not a part of this instrument.

9.5 **No Partnership or Joint Venture.** Neither anything contained in this Declaration nor in any amendment hereto, nor any act of any Person hereunder shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between or among the owners of Parcel 1 and 2.

9.6 **Invalidity of Provision.** If any provision or provisions of this Declaration or of any amendment hereto, or the application thereof to any Person and/or any circumstance(s), shall be held by a court of competent jurisdiction to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provision(s) to any Person and/or any circumstance(s) other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect to the maximum extent permitted by law and not be affected thereby.

9.7 **Applicable Law.** THIS DECLARATION SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF CALIFORNIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DECLARATION AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE OF CALIFORNIA.

9.8 **Force Majeure.** An owner of a Parcel shall be excused from performing any of its obligations or undertakings under this Declaration, except any of its obligations to pay any sums of money under applicable provisions hereof, in the event and/or for so long as the performance of such obligations is prevented, delayed, retarded, or hindered by any cause not within the reasonable control of such Party or those functioning on its behalf; provided that the inability to perform was not caused by the acts or omissions of such Party, or those functioning on its behalf ("**Force Majeure**"). Force Majeure shall include the following, to the extent the same are not within the reasonable control of such owner or those functioning on its behalf; and provided that the same are not caused by the acts or omissions of such owner, or those functioning on its behalf: (i) fire or explosion; (ii) earthquake, flood, action of the elements, or any other act of God; (iii) war, invasion, insurrection, riot, mob, violence, sabotage, or malicious mischief; (iv) inability to procure or deliver labor, equipment facilities, materials, or supplies, or a general shortage of the same in the open market; (v) strike, lockout, or other action of any labor union; (vi) epidemic or pandemic that results in restrictions on governmental activities or on the

conduct or business by a party, and (vii) condemnation, requisition law, order of government or civil or military or naval authority, including, without limitation, required orders to stop work or otherwise terminate business at the Project. For the purpose of this Section, a cause shall be beyond the control of the Person whose obligation is hindered, delayed, retarded or prevented only if such cause would prevent, delay or retard or hinder the performance of an obligation by any Person similarly situated (such as an earthquake), and this Section shall not apply to causes peculiar to the Person claiming the benefit of this Section (such as financial inability or failure to order materials in timely fashion). Nothing contained in this Section shall defeat or limit the obligation of each Person having an obligation under this Declaration from taking all reasonable actions to mitigate the effects of any cause of force majeure, by substitute performance or otherwise.

9.9 **Interpretation.** Wherever required by the context of this Declaration, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words “include” and “including” shall be construed to be followed by the words: “without limitation.”

9.10 **Notices.** All notices, consents, requests, demands, and other communications (a “**Notice**”) required or permitted to be given herein, shall be in writing and may be served personally by hand delivery or sent to the address of Declarant noted above or as designated by Declarant (or by its successor owners of Parcel 1 and 2) in writing: (i) by registered mail or certified mail, postage prepaid, return receipt requested, or (ii) by courier service, bearing proof of delivery. All Notices shall be deemed received if: (a) personally delivered, upon the date of such delivery if received during regular business hours, or, if received after regular business hours, upon the next succeeding day; or (b) if sent by courier service, upon the date set forth in the proof of delivery. Any notice shall also be properly addressed to the Person to whom such notice is directed.

9.11 **Estoppel Certificate.** Declarant and each owner of a Parcel, upon the written request of the other owner (which may be made by at any time to accommodate a conveyance of or pledge of an interest in a Parcel or any portion thereof, but may not be made more frequently than two (2) times during any calendar year for any other purpose), shall issue to a prospective mortgagee or successor of such requesting owner, within fifteen (15) days after receipt of any such request, an estoppel certificate stating:

(a) whether the Declarant or owner to whom the request has been directed knows of any default by the requesting owner under this Declaration, and if there are known defaults, specifying the nature thereof;

(b) whether this Declaration has been duly assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

(c) whether, to the knowledge of the Declarant or owner to whom the request has been directed, this Declaration, as of the date of such estoppel certificate, is in full force and effect.

Such estoppel certificate shall act as a waiver of any claim by the Declarant or owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the estoppel certificate and to the extent such claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts contrary to those contained in the estoppel certificate and who has acted in reasonable reliance upon the estoppel certificate. However, such estoppel certificate shall in no event subject the Declarant or owner furnishing it to any liability whatsoever, notwithstanding any negligent or other inadvertent failure of such party to disclose correct and/or relevant information.

9.12 **No Dedication Intended.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area, Landscape Easement Area or Drainage Easement Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of each Party that this Declaration shall be strictly limited to and for the purposes herein expressed.

9.13 **Waivers.** Any Party from time to time may waive any of its rights under this Declaration without effecting a waiver with respect to any subsequent occurrences or transactions hereunder. Except as otherwise provided in this Declaration, all waivers, consents or approvals under this Declaration must be in writing to be effective, and the failure or delay on the part of any Owner in exercising any right, power or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

9.14 **Cooperation; Further Actions.** The Parties shall cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this Declaration. Each Party shall from time to time execute and deliver such other Declarations, documents, or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Declaration.

9.15 **No Third Party Beneficiaries.** There shall be no third party beneficiaries of this Declaration.

9.16 **Term.** The term of this Declaration shall be sixty (60) years from and after the Effective Date. The owners of the Parcels affected by this Declaration may agree, in a writing executed by all such owners, to extend the term of this Declaration.

**[SIGNATURE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, duly authorized representative of the Declarant has executed this instrument as of the date first written above.

**“DECLARANT”**

NLF/DP SEATON, LLC,  
a Delaware limited liability company

By: 

Name: Brett Dedeaux

Authorized Signatory



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.

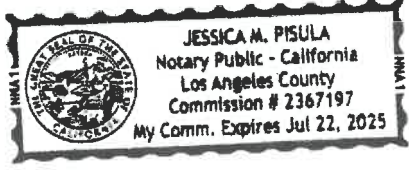
State of California )  
County of Los Angeles )

On December 5, 2022, before me, Jessica M. Pisula, a Notary Public, personally appeared Brett Dedraux, 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 Jessica M. Pisula



**EXHIBIT A**

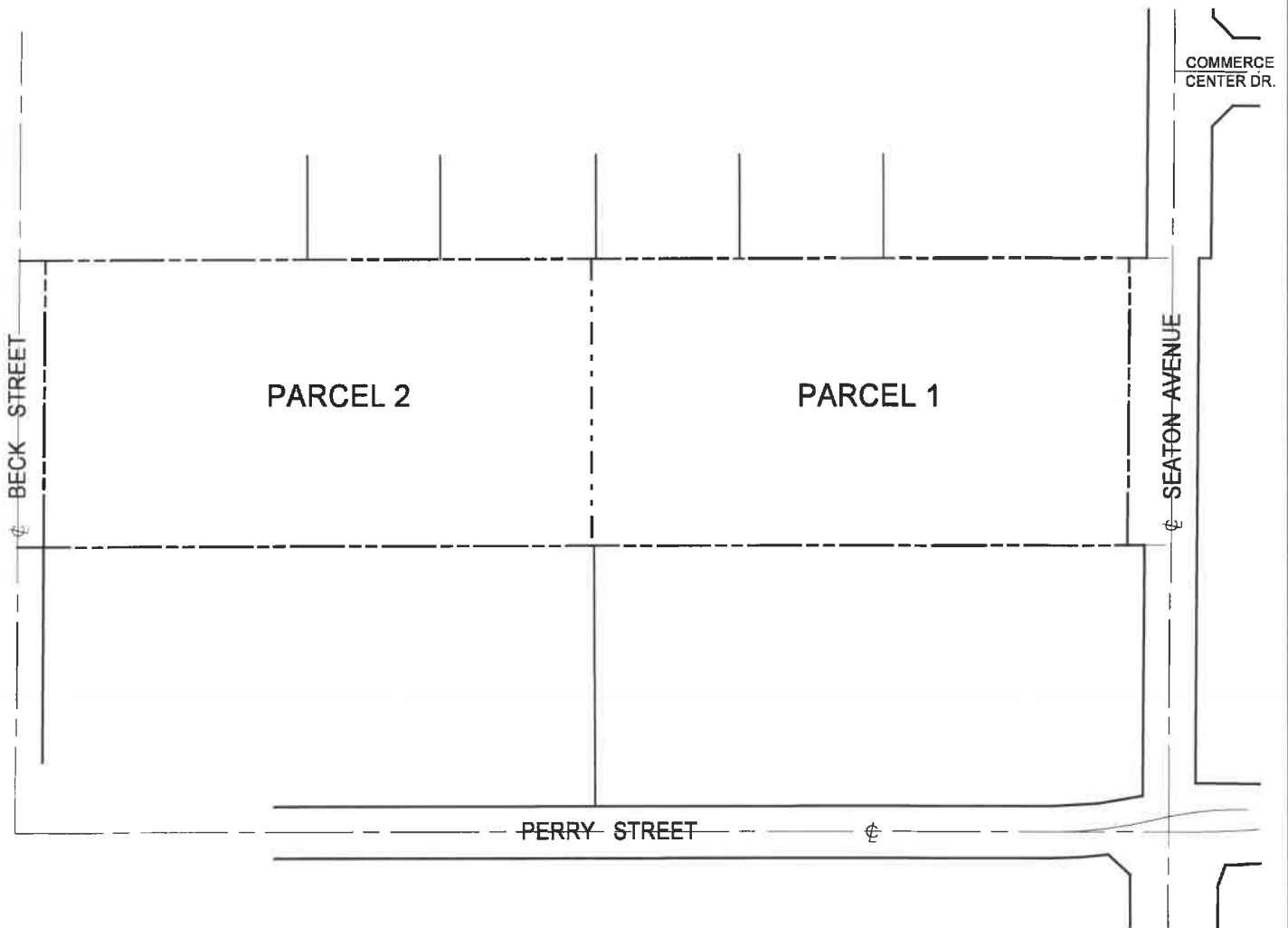
**DESCRIPTION OF PARCEL 1**

**[see attached]**

# EXHIBIT "A"

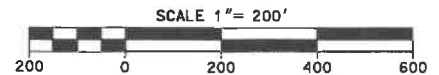
## LEGAL DESCRIPTION OF THE PROPERTY

SHEET 1 OF 1



### LEGAL DESCRIPTION:

PARCEL 1 AND PARCEL 2 OF PARCEL MAP 38147 RECORDED IN PARCEL MAP BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



**Goodman**  
& ASSOCIATES

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

09/22/2022  
DATE

**EXHIBIT B**

**DESCRIPTION OF PARCEL 2**

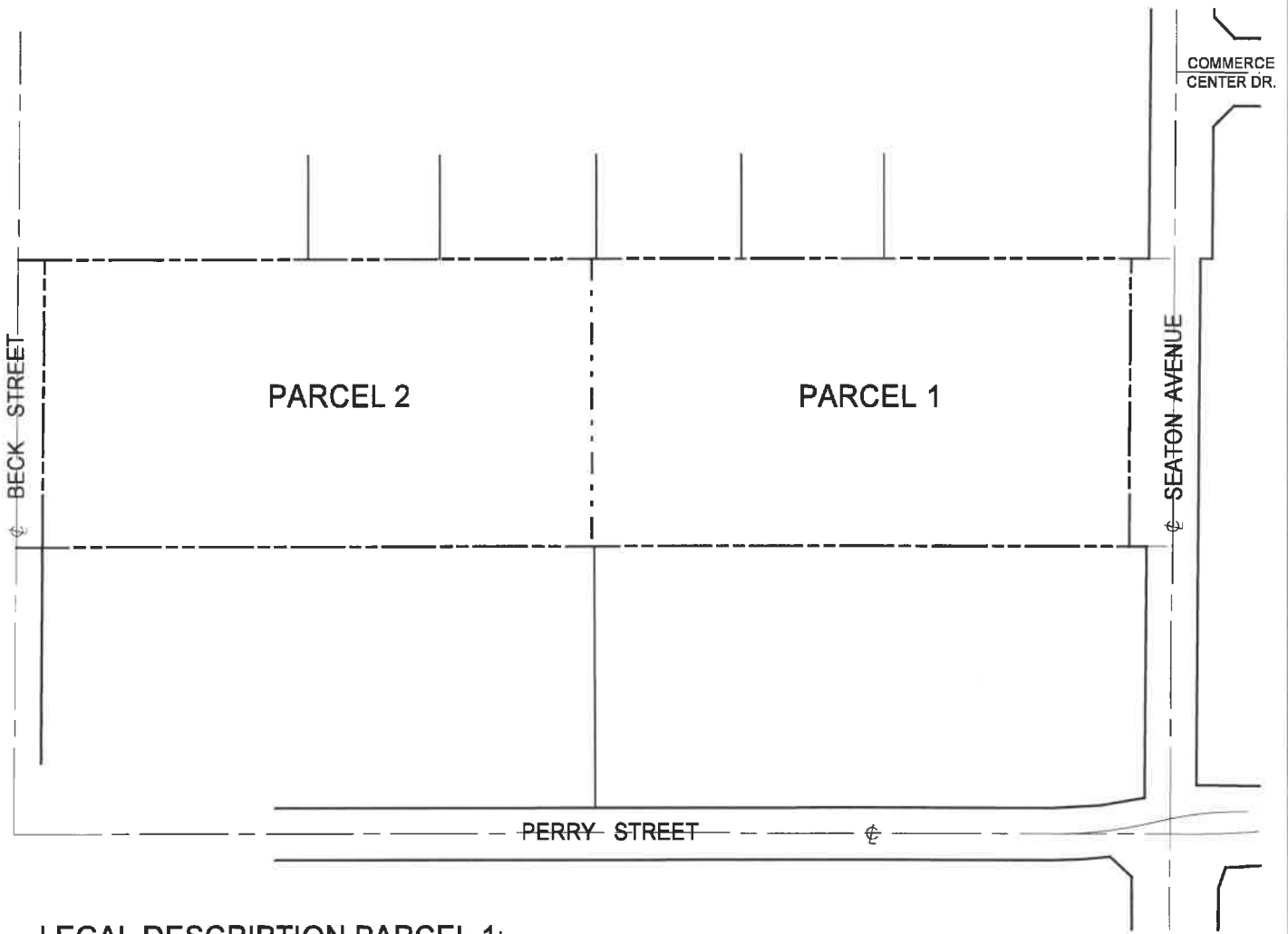
**[see attached]**



# EXHIBIT "B"

## LEGAL DESCRIPTION - PARCEL 1 AND 2

SHEET 1 OF 1

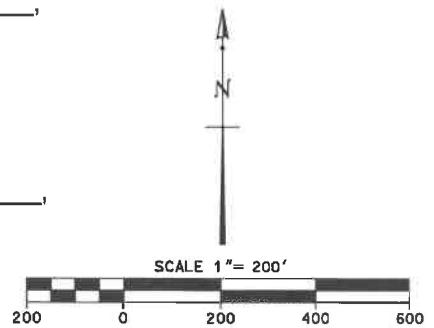


**LEGAL DESCRIPTION PARCEL 1:**

PARCEL 1 OF PARCEL MAP 38147 RECORDED IN PARCEL MAP BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

**LEGAL DESCRIPTION PARCEL 2:**

PARCEL 2 OF PARCEL MAP 38147 RECORDED IN PARCEL MAP BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.



**Goodman & Associates**

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

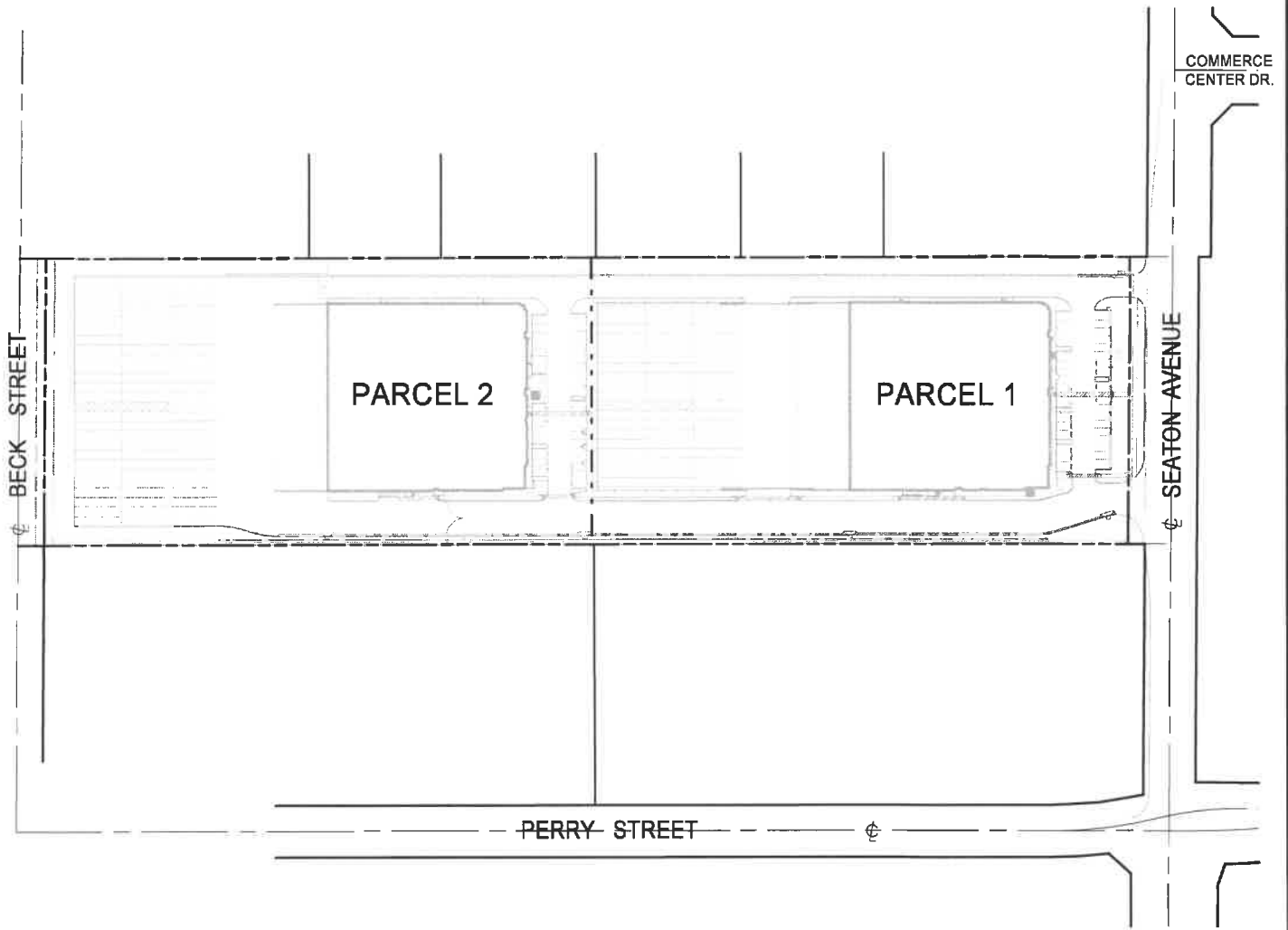
09/22/2022  
DATE

**EXHIBIT C**  
**EASEMENT AREA**

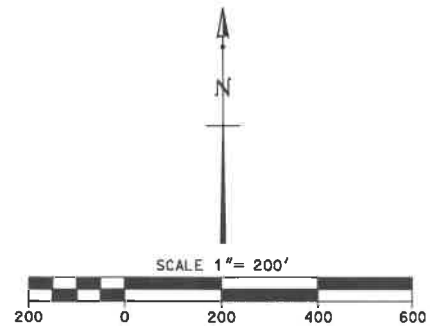
**[see attached]**

# EXHIBIT "C" PLAT DEPICTING EASEMENT AREA

SHEET 1 OF 1



 DEPICTS EASEMENT AREA



**Goodman  
& ASSOCIATES**

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

09/22/2022  
DATE

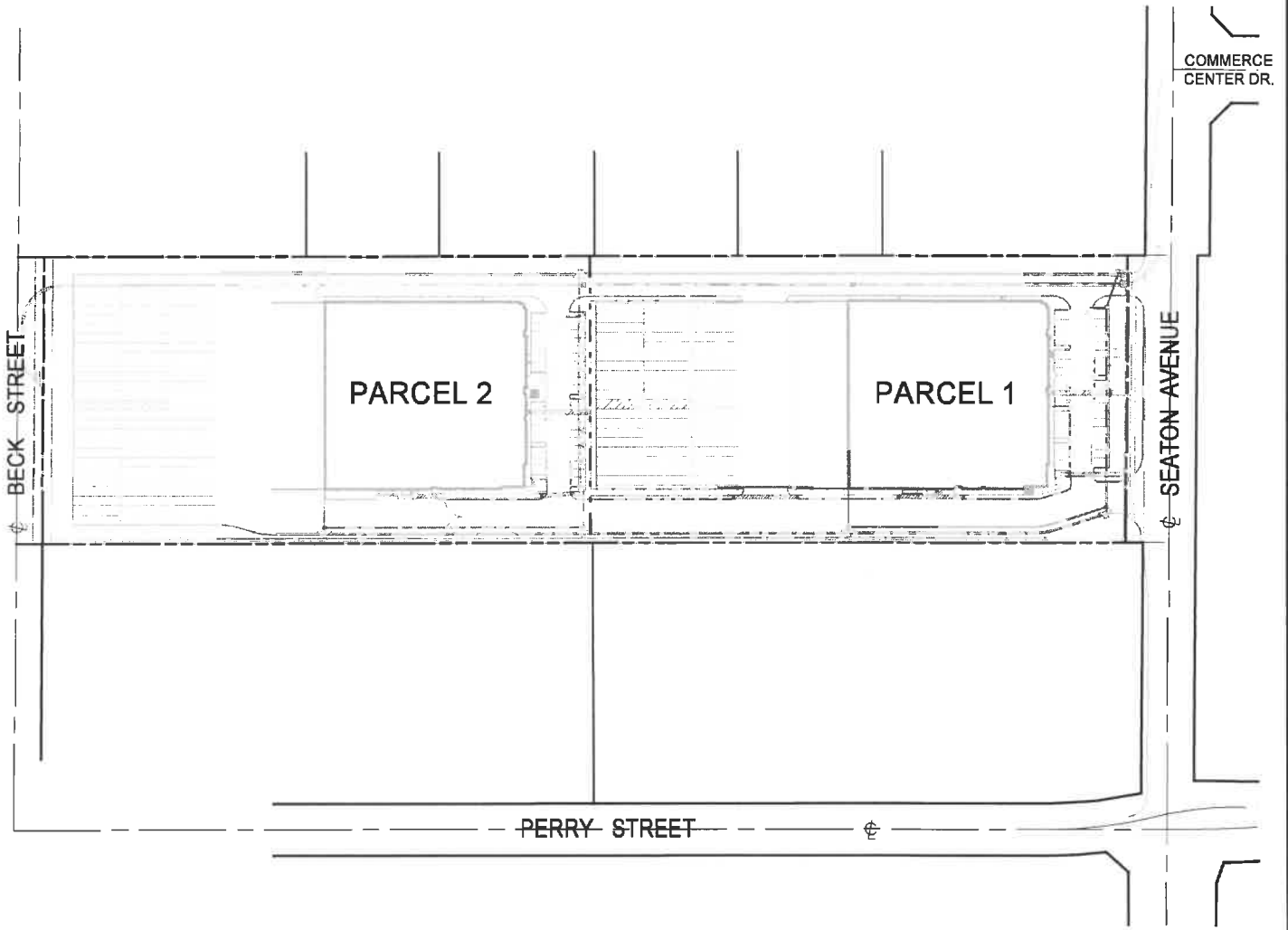
**EXHIBIT D**

**DRAINAGE EASEMENT AREA**

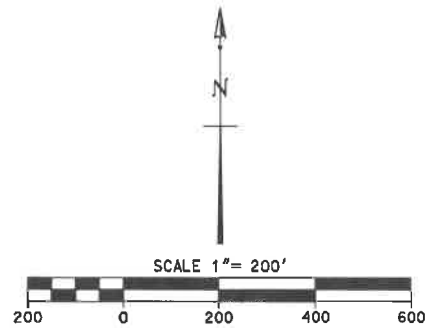
**[see attached]**

# EXHIBIT "D" PLAT DEPICTING DRAINAGE EASEMENT AREA

SHEET 1 OF 1



 DEPICTS DRAINAGE EASEMENT AREA



**Goodman  
& ASSOCIATES**

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

09/22/2022  
DATE



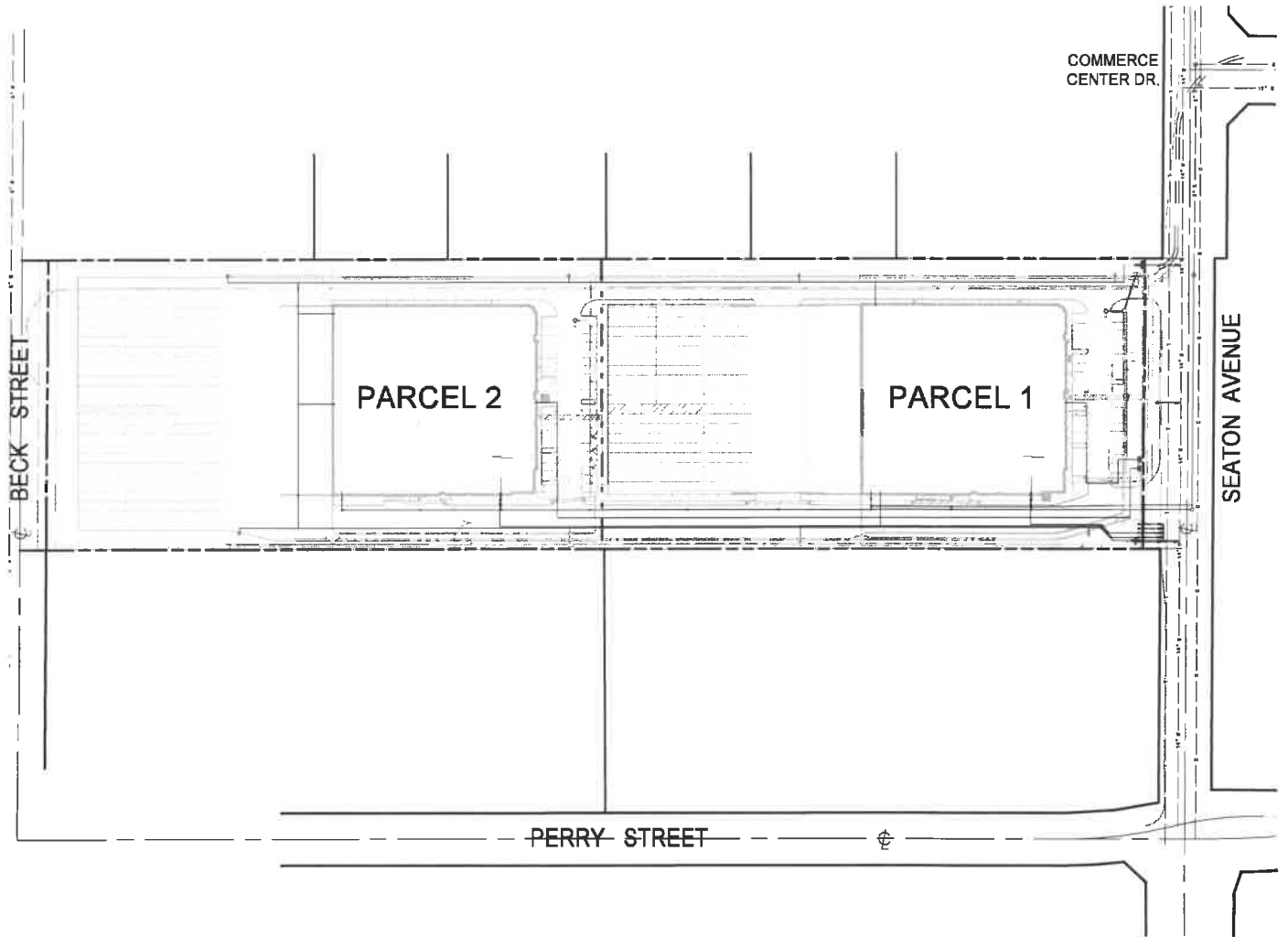
**EXHIBIT E**

**UTILITY EASEMENT**

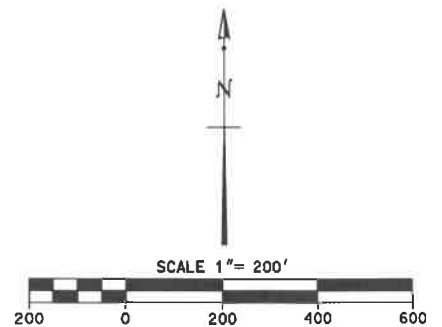
**[see attached]**

# EXHIBIT "E" PLAT DEPICTING UTILITY EASEMENT

SHEET 1 OF 1



 DEPICTS UTILITY EASEMENT



**Goodman**  
& ASSOCIATES

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

09/22/2022  
DATE

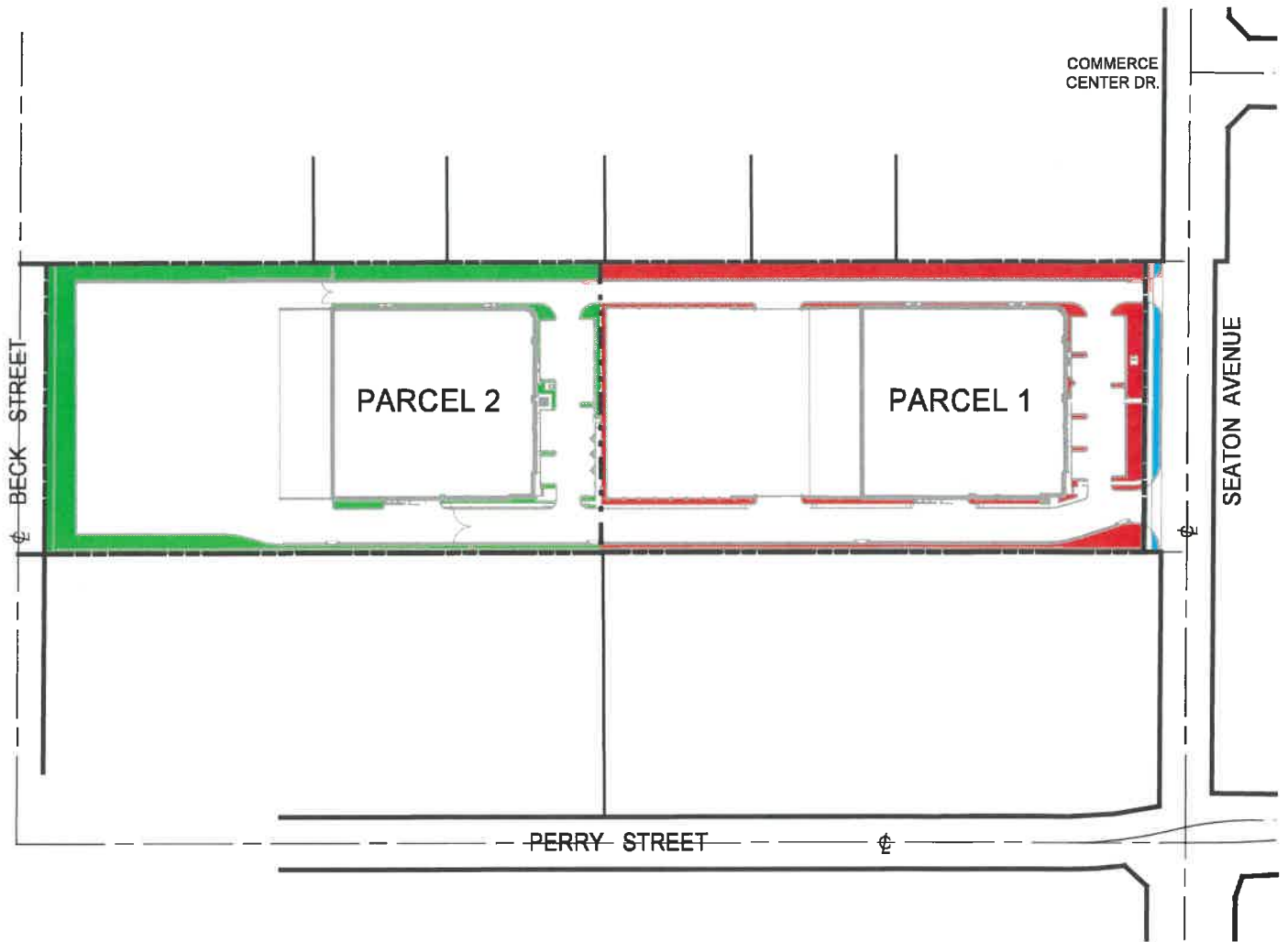
**EXHIBIT F**




**LANDSCAPE EASEMENT AREA**

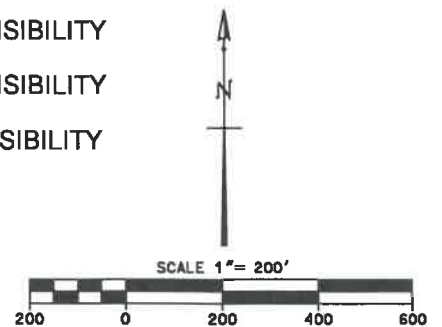
**[see attached]**

# EXHIBIT "F" PLAT DEPICTING LANDSCAPE MAINTENANCE AREAS

SHEET 1 OF 1



-  DEPICTS PARCEL 1 LANDSCAPE MAINTENANCE RESPONSIBILITY
-  DEPICTS PARCEL 2 LANDSCAPE MAINTENANCE RESPONSIBILITY
-  DEPICTS COMMON LANDSCAPE MAINTENANCE RESPONSIBILITY



**Goodman  
& ASSOCIATES**

2079 SKY VIEW DRIVE  
COLTON, CA 92324  
(909) 824-2775

DOUGLAS L. GOODMAN  
RCE 28500, 3-31-2024

10/12/2022  
DATE

## EXHIBIT G

### GLOSSARY OF DEFINED TERMS

The following terms shall have the following meanings set forth below, unless the context clearly indicates otherwise:

**“Hazardous Materials Law(s)”** means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions, in existence as of the date of this Declaration or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory decrees, judgments and orders and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous Substances. Hazardous Materials Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*) (“**CERCLA**”); the Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6901, *et seq.*) (“**RCRA**”); the federal Water Pollution Control Act, as amended, (33 U.S.C. Section 1251, *et seq.*); the Toxic Substances Control Act, as amended, (15 U.S.C. § 2601, *et seq.*); the Hazardous Substances Account Act (Chapter 6.8 of the California Health and Safety Code § 25300, *et seq.*); Chapter 6.5 commencing with § 25100 (Hazardous Waste Control) and Chapter 6.7 commencing with Section 25280 (Underground Storage of Hazardous Substances) of the California Health and Safety Code; and the California Water Code, § 13000, *et seq.*

**“Hazardous Substances”** means: (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” in CERCLA or RCRA; (b) those substances defined as “hazardous wastes” in Section 25117 of the California Health & Safety Code, or as “hazardous substances” in Section 25316 of the California Health & Safety Code, and in the regulations promulgated pursuant to said laws; (c) those substances listed in the United States Department of Transportation Table (49 C.F.R. § 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. part 302 and amendments thereto); (d) any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317), (v) flammable explosives, or (vi) radioactive materials; and (e) such other substances, materials and wastes which are or become classified as hazardous or toxic under any of the Hazardous Materials Laws or any other applicable local, state or federal law, or otherwise are or become regulated under any Environmental Law(s).

**“Person”** means any individual, partnership, firm, association, trust, corporation, limited liability company, joint venture, unincorporated organization and any other form of business entity, and the singular shall include the plural and the plural the singular.



*SUBDIVISION GUARANTEE*

Fee: \$360.00

Subdivision: Parcel Map No. 38147

*First American Title Insurance Company,*  
a Nebraska corporation

**GUARANTEES**

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

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

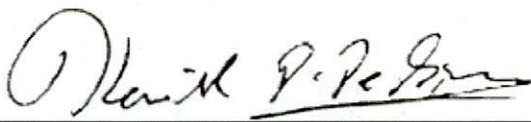
NLF/DP SEATON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

The map hereinbefore referred to is a subdivision of:

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Dated: 11/09/2023 at 7:30 A.M.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**RECORDING REQUESTED BY:**

First American Title Insurance Company

**WHEN RECORDED MAIL TO:**

First American Title Insurance Company

National Commercial Services

302 E. Palm Avenue

Redlands, CA 92373

MAP		MB	PAGE		PAGE
	COPY	LONG	REFUND	NCHG	EXAM

---

**PARCEL MAP NO. 38147  
SUBDIVISION GUARANTEE**

---

NCS-1036796-M-ONT1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

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

1. Work Order #


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 <b>Clerk of the Board of Supervisors</b>		8. ORG.#	10. DATE <b>12/12/2023</b>
4. ORGANIZATION <b>County of Riverside</b>		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS <b>4080 Lemon St., Room 127</b>		12. NO. OF BOXES TRANSFERRED	
CITY <b>Riverside, Ca. 92501</b>		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP <b>1010</b>	7. Name <b>Daniel Lopez</b> PHONE # <b>955-1069</b> FAX# <b>955-1071</b>	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Board Date 12/12/2023 - Item No 2.9				
	Final Tract Map No 38147 - Sched "E"				
	SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SEC 2, T4S, R4W,S.B.M. District 3				
					RECEIVED RIVERSIDE COUNTY CLERK/RECORDER OF RECORDS 2023 DEC 14 AM 10:26

21. RECORDS RECEIVED BY: 		30. REMARKS	
22. TITLE	23. RECEIVED VIA:		
24. DATE RECEIVED:	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:		29. NAME/DATE SCANNED TO LOCATION:	





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY  
DEPARTMENT OF SUPERVISORS

2023 DEC 11 AM 11:21

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

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

REQUESTED BOARD DATE: 12/12/23	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: 3	

<b>PROJECT/SUBJECT:</b>
FINAL PARCEL MAP NO: 38147 (Schedule "E")
DESCRIPTION: APPROVAL OF FINAL PARCEL MAP.

CONTRACTING PARTY: Gina Ness	W.O. NO.: zFPM38147 (TC-SU21)(DBF)
PROJECT MANAGER: Gina Ness	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Gina Ness	EXTENSION:

### FISCAL

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

### ROUTING

<b>SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):</b>
THE FINAL PARCEL MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF EACH OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.
THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACT 38147 IS TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
23686			

12/12/23 2.9  
2023-12-157648

N THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

# PARCEL MAP NO. 38147

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF  
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

## ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DEDEAUX PROPERTIES ON NOVEMBER 11, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 8/15/23

  
DOUGLAS L. GOODMAN, R.C.E. 28500  
EXPIRES 3-31-24



## 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: \_\_\_\_\_

CASH OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

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

DEPUTY



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

### BOARD OF SUPERVISOR'S STATEMENT


THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" 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 LOT "B" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IS ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROAD SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT" IS HEREBY ACCEPTED.

THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG SEATON AVENUE IS HEREBY ACCEPTED.

DATE: 12-12-2023

ATTEST:

COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA  
BY:   
CHAIRMAN OF THE BOARD OF SUPERVISORS  
*Kevin Jeffries*

KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS  
BY:   
DEPUTY

DRAINAGE  
DE PURSUANT TO  
CODE AND  
IF GIVEN  
FEES SHALL  
CT AT THE TIME  
CURS FIRST,  
NING OR  
: ISSUANCE

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND...

AS A CONDITION OF DEDICATION OF LOT "A", SEATON AVENUE, THE OWNER OF PARCEL 1 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE "PRIVATE ROAD EASEMENT" SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES...

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE ROAD EASEMENT," LYING WITHIN PARCELS 1 AND 2 SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE DRAINAGE EASEMENT," LYING WITHIN PARCELS 1 AND 2 SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

OWNER: NLF/DP SEATON, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ALON KRAFT / AUTHORIZED SIGNOR

OWNER'S 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 } SS
COUNTY OF Los Angeles

ON August 17, 2023 BEFORE ME, Jayme L. Grakal, A NOTARY PUBLIC, PERSONALLY APPEARED Alon Kraft, 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)...

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

WITNESS MY HAND

SIGNATURE: Jayme L. Grakal MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

PRINTED NAME: Jayme L. Grakal MY COMMISSION NO. 2405432 MY COMMISSION EXPIRES May 24, 2026

OWNER'S 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 } SS
COUNTY OF Los Angeles

ON August 17, 2023 BEFORE ME, Jayme L. Grakal, A NOTARY PUBLIC, PERSONALLY APPEARED Alon Kraft, 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)...

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

WITNESS MY HAND

SIGNATURE: Jayme L. Grakal MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

PRINTED NAME: Jayme L. Grakal MY COMMISSION NO. 2405432 MY COMMISSION EXPIRES May 24, 2026

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

PARCEL MAP NO. 38147

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DEDEAUX PROPERTIES ON NOVEMBER 11, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP...

DATE: 8/15/23

Douglas L. Goodman, R.C.E. 28500, EXPIRES 3-31-24



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...

DATE: CASH OR SURETY BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR BY: DEPUTY

SIGNATURE OMISSIONS

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

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED APRIL 18, 1906 IN BOOK 3 OF PATENTS, PAGE 304.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE PERRIS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE NO. 480 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA...

RECORDER'S STATEMENT

FILED THIS DAY OF 20 AT M. IN BOOK OF PARCEL MAPS, AT PAGES, AT THE REQUEST OF THE CLERK OF THE BOARD NO. FEE

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: DEPUTY

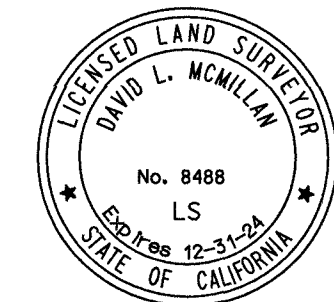
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP 38147 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 5/10/2022...

DATE:

DAVID L. MCMILLAN COUNTY SURVEYOR LS 8488 EXPIRES 12/31/2024



TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$

DATE: October 23, 2023

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: DEPUTY

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" 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 FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT" IS HEREBY ACCEPTED.

THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG SEATON AVENUE IS HEREBY ACCEPTED.

DATE:

COUNTY OF RIVERSIDE STATE OF CALIFORNIA

BY: CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

# PARCEL MAP NO. 38147

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF  
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

R.S. 50/63

R.S. 125/51

PARCEL 4  
RS 50/63

PORTION PARCEL 5  
RS 50/63

PORTION PARCEL 5  
RS 50/63

PORTION PARCEL 6  
RS 50/63

PORTION PARCEL 6  
RS 50/63

PARCEL 7  
RS 50/63

**PARCEL 2**  
GROSS AREA = 4.986 ACRES  
NET AREA = 4.759 ACRES

**PARCEL 1**  
GROSS AREA = 4.821 ACRES  
NET AREA = 4.669 ACRES

SET BY HOLDING RECORD ANGLES  
AND DISTANCES FROM FOUND MONUMENT

SET BY HOLDING RECORD ANGLES  
AND DISTANCES FROM FOUND MONUMENT  
MONUMENT SET 1.00' EAST  
ON PROPERTY LINE DUE TO  
OBSTRUCTIONS

SET BY HOLDING RECORD  
DISTANCE FROM FOUND MONUMENT

MONUMENT SET 2.00' SOUTH  
ON PROPERTY LINE DUE TO  
OBSTRUCTIONS

SEE DETAIL "A", SHEET 4

PARCEL OF LAND DESCRIBED IN GRANT DEED IN  
FAVOR OF THE STATE OF CALIFORNIA, RECORDED  
DECEMBER 14, 1981 AS INSTRUMENT NO. 230160 O.R.,  
RIVERSIDE COUNTY, CALIFORNIA

30' DEDICATED & ACCEPTED  
FOR PUBLIC USE BY INST.  
282321, RECORDED 8/18/1989

### ENGINEER'S NOTES:

- INDICATES FOUND MONUMENT, AS NOTED.
- INDICATES SET 1" IRON PIPE FLUSH, TAGGED RCE 28500 UNLESS NOTED OTHERWISE.
- ( ) INDICATES MEASURED AND RECORD DATA PER RECORD OF SURVEY 125/51.
- SNF INDICATES SEARCHED NOTHING FOUND
- TOTAL GROSS AREA = 9.807 ACRES
- CC&RS RECORDED \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.

### ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN  
THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN ECS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.  
THIS AFFECTS ALL PARCELS.

////// INDICATES RESTRICTED ACCESS

SET NAIL AND BRASS TAG RCE 28500  
IN CONCRETE FENCE FOOTING, FLUSH

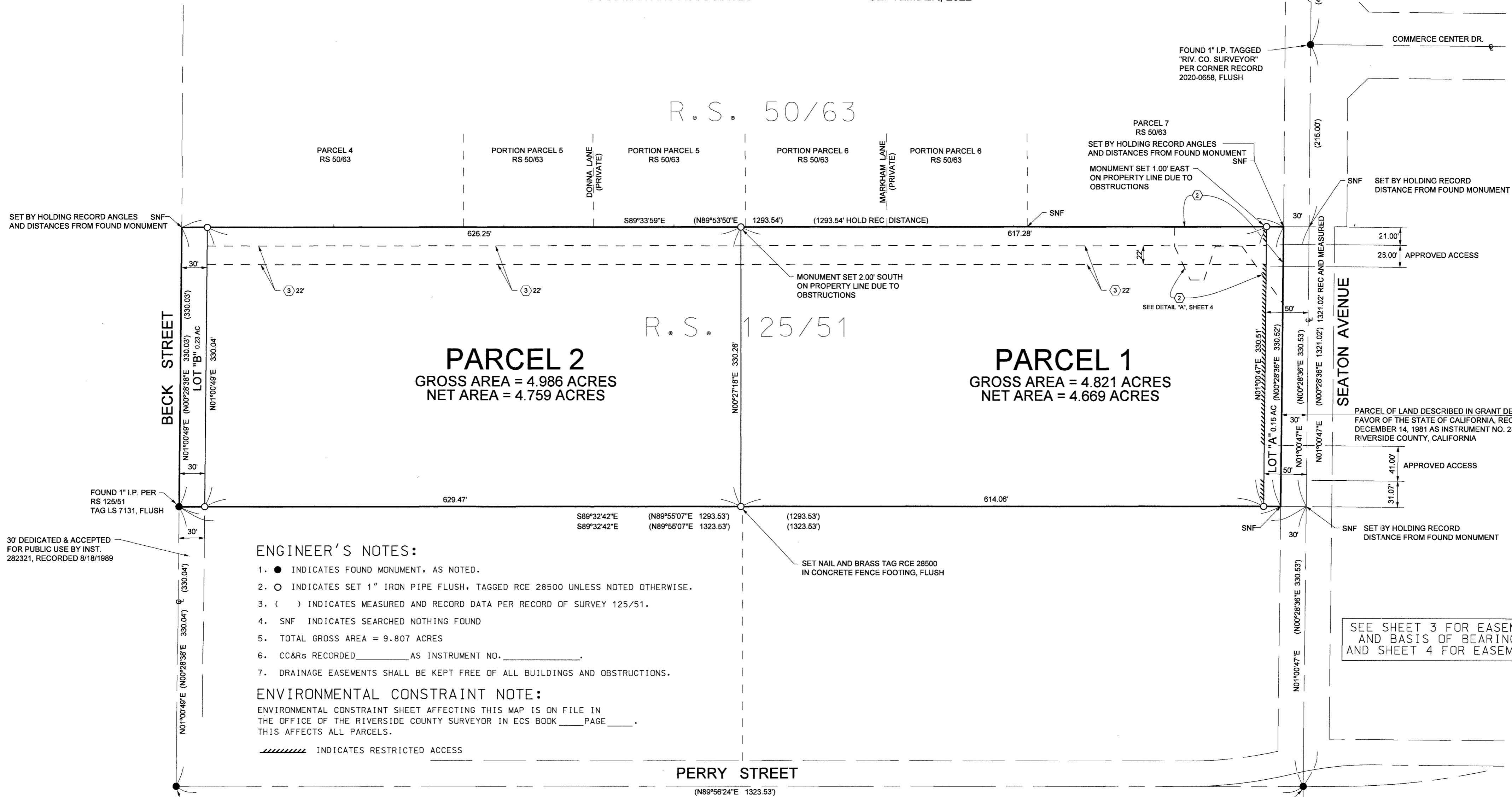
FOUND 1" I.P. TAGGED  
"RIV. CO.", PER RS 121/51  
DOWN 0.2', ACCEPTED  
AS 1/16 CORNER

FOUND 1" I.P. TAGGED POINT #1  
"RIV. CO. SURVEYOR"  
PER P.M. 134/41-42,  
P.M. 17/97 AND P.M. 70/1  
DOWN 1.0'

SEE SHEET 3 FOR EASEMENT NOTES  
AND BASIS OF BEARINGS DETAIL  
AND SHEET 4 FOR EASEMENT DETAIL



SCALE 1" = 80'





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OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

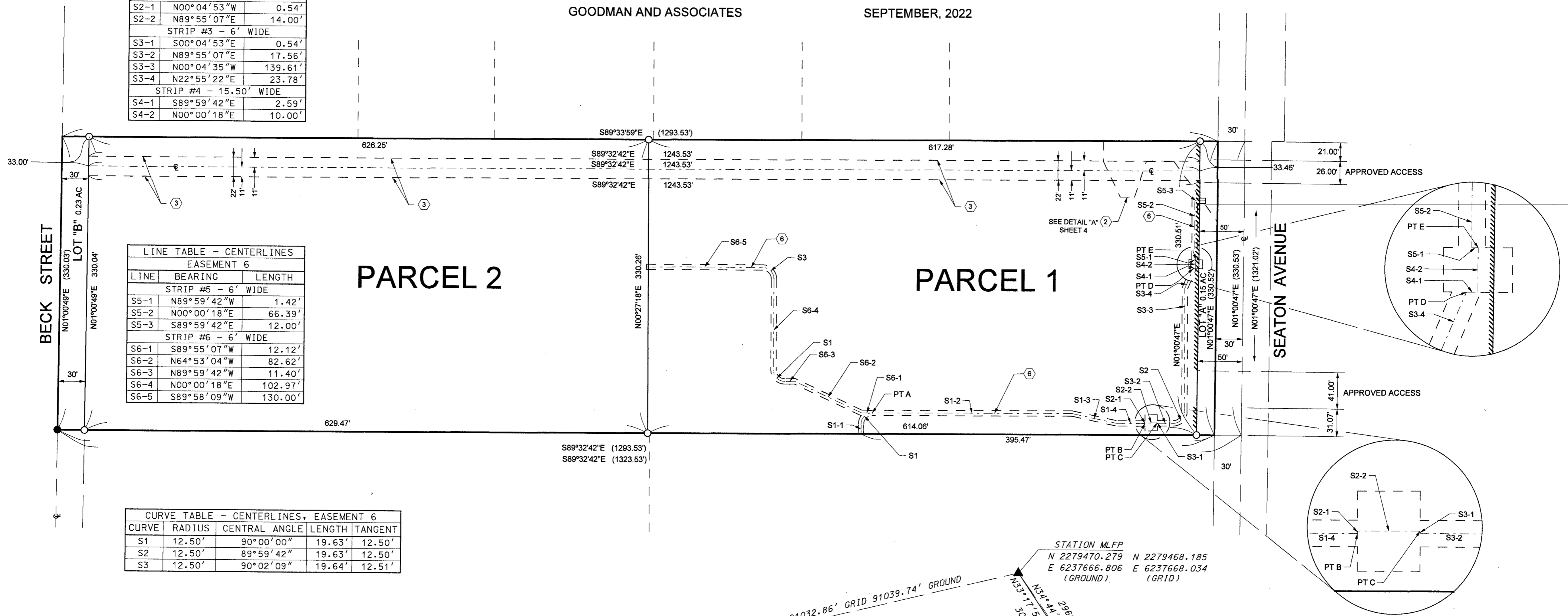
GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

LINE TABLE - CENTERLINES EASEMENT 6		
LINE	BEARING	LENGTH
STRIP #1 - 6' WIDE		
S1-1	N00°04'53"W	11.10'
S1-2	N89°55'07"E	223.62'
S1-3	S78°01'52"E	50.79'
S1-4	N89°55'07"E	32.01'
STRIP #2 - 18' WIDE		
S2-1	N00°04'53"W	0.54'
S2-2	N89°55'07"E	14.00'
STRIP #3 - 6' WIDE		
S3-1	S00°04'53"E	0.54'
S3-2	N89°55'07"E	17.56'
S3-3	N00°04'35"W	139.61'
S3-4	N22°55'22"E	23.78'
STRIP #4 - 15.50' WIDE		
S4-1	S89°59'42"E	2.59'
S4-2	N00°00'18"E	10.00'

LINE TABLE - CENTERLINES EASEMENT 6		
LINE	BEARING	LENGTH
STRIP #5 - 6' WIDE		
S5-1	N89°59'42"W	1.42'
S5-2	N00°00'18"E	66.39'
S5-3	S89°59'42"E	12.00'
STRIP #6 - 6' WIDE		
S6-1	S89°55'07"W	12.12'
S6-2	N64°53'04"W	82.62'
S6-3	N89°59'42"W	11.40'
S6-4	N00°00'18"E	102.97'
S6-5	S89°58'09"W	130.00'

CURVE TABLE - CENTERLINES, EASEMENT 6				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	TANGENT
S1	12.50'	90°00'00"	19.63'	12.50'
S2	12.50'	89°59'42"	19.63'	12.50'
S3	12.50'	90°02'09"	19.64'	12.51'



## EASEMENT NOTES:

1 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED APRIL 18, 1906 IN BOOK 3 OF PATENTS, PAGE 304. EASEMENT IS NOT LOCATABLE FROM RECORDS

2 AN EASEMENT FOR DRAINAGE PURPOSES, LATERAL "F-1", RECORDED FEBRUARY 28, 1994 AS INSTRUMENT NO. 1994-83254 OF OFFICIAL RECORDS.

- IN FAVOR OF: COUNTY OF RIVERSIDE, A BODY CORPORATE AND POLITIC

A DOCUMENT RECORDED JUNE 14, 1995 AS INSTRUMENT NO. 95-190828 OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC.

3 A 22' WIDE "PRIVATE DRAINAGE EASEMENT", RETAINED HEREON

4 A 24' WIDE "PRIVATE ROAD EASEMENT", RETAINED HEREON, SEE SHEET 4

5 AN EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES, DEDICATED HEREON

6 AN EASEMENT FOR ELECTRICAL SUPPLY AND COMMUNICATION PURPOSES, STRIP #1 THRU #6, RECORDED SEPTEMBER 15, 2023 AS INSTRUMENT NO. 2023-0272992 OF OFFICIAL RECORDS.

- IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

STATION CNPP  
N 2258382.315  
E 6149103.088  
(GROUND)  
N 2258382.000  
E 6149110.967  
(GRID)

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS CNPP AND MLFP NAD 83 (NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9999244503. CALCULATIONS ARE MADE AT CONTROL POINT #3 WITH COORDINATES OF N-2254210.836, E-6253387.170, USING AN ELEVATION OF 1571.68.

POINT #3 N 2254210.836  
E 6253387.170

STATION MLFP  
N 2279470.279 N 2279468.185  
E 6237666.806 E 6237668.034  
(GROUND) (GRID)

SEE SHEET 2 FOR ENGINEER'S NOTES  
SEE SHEET 4 FOR EASEMENTS 2 4 5

GRID NORTH  
TRUE NORTH

CONVERGENCE ANGLE AT -00°33'29"

SCALE 1" = 80'

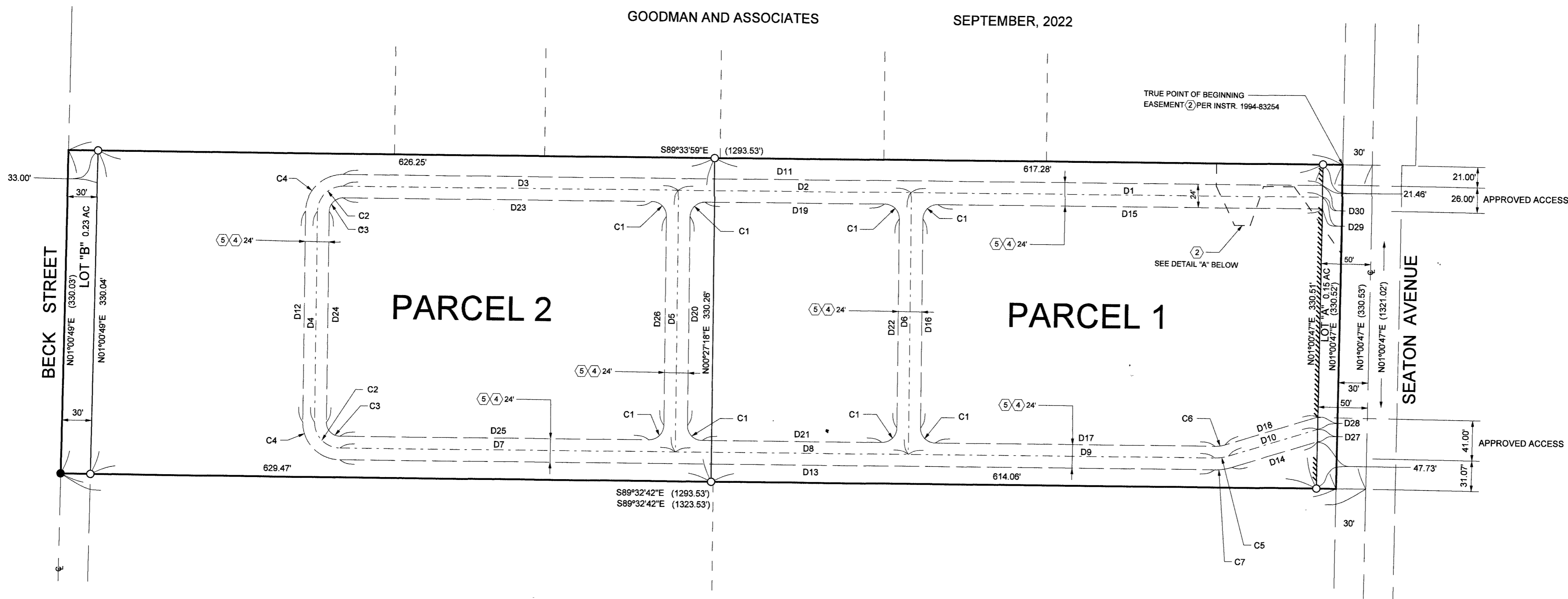


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BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF  
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022



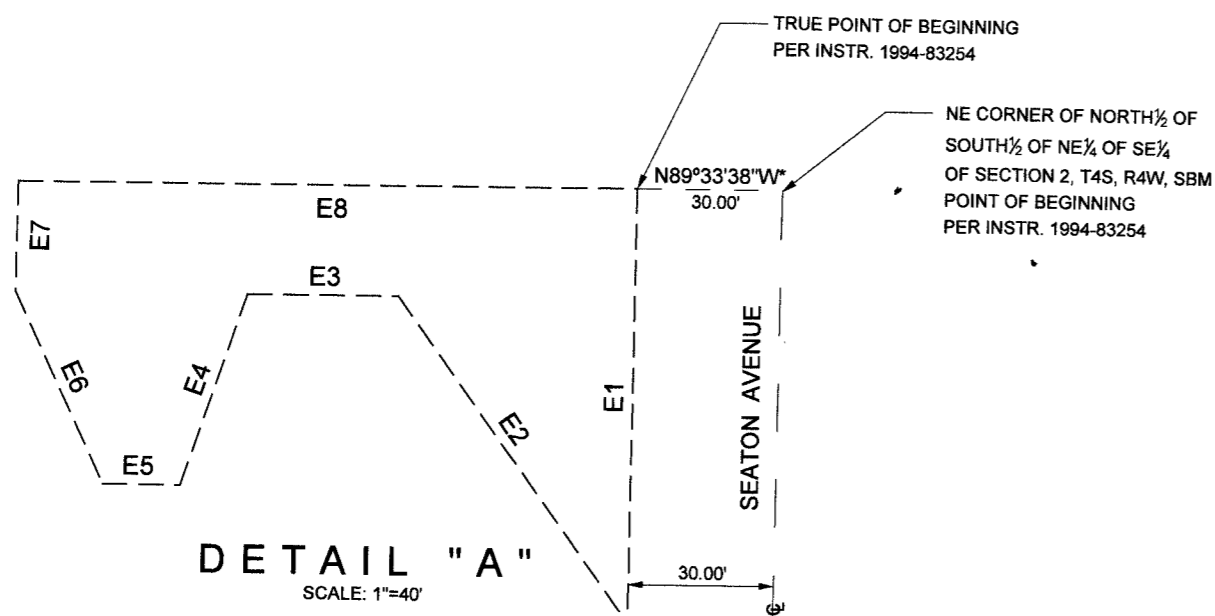
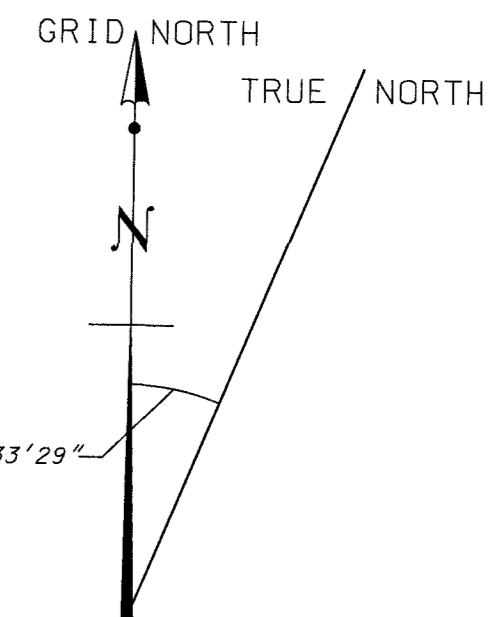
5x4 A 24' "PRIVATE ROAD EASEMENT", RETAINED HEREON

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	TANGENT
C1	15.00'	90°00'00"	23.56'	15.00'
C2	26.00'	90°00'00"	40.84'	26.00'
C3	14.00'	90°00'00"	21.99'	14.00'
C4	38.00'	90°00'00"	59.69'	38.00'
C5	46.00'	17°22'00"	13.94'	7.02'
C6	34.00'	17°22'00"	10.31'	5.19'
C7	58.00'	17°22'00"	17.58'	8.86'

LINE TABLE		
LINE	BEARING	LENGTH
D1	N89°32'42"W	417.55'
D2	N89°32'42"W	236.16'
D3	N89°32'42"W	340.24'
D4	S00°27'18"W	215.03'
D5	S00°27'18"W	267.03'
D6	S00°27'18"W	267.03'
D7	S89°32'42"E	340.24'
D8	S89°32'42"E	236.16'
D9	S89°32'42"E	311.21'
D10	N73°05'18"E	94.61'

LINE TABLE		
LINE	BEARING	LENGTH
D11	S89°32'42"E	994.06'
D12	N00°27'18"E	215.03'
D13	N89°32'42"W	887.61'
D14	S73°05'18"W	90.73'
D15	S89°32'42"E	390.43'
D16	N00°27'18"E	213.03'
D17	N89°32'42"W	284.21'
D18	S73°05'18"W	98.50'
D19	S89°32'42"E	182.16'
D20	N00°27'18"E	213.03'

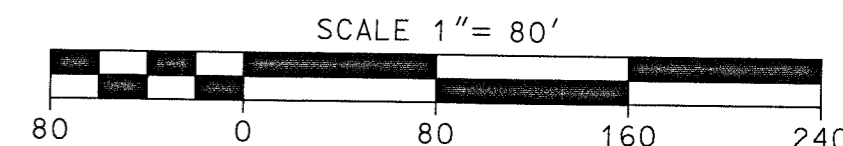
LINE TABLE		
LINE	BEARING	LENGTH
D21	N89°32'42"W	182.16'
D22	S00°27'18"W	213.03'
D23	S89°32'42"E	313.24'
D24	N00°27'18"E	215.03'
D25	N89°32'42"W	313.24'
D26	S00°27'18"W	213.03'
D27	N01°00'47"E	12.61'
D28	N01°00'47"E	12.61'
D29	N01°00'47"E	12.00'
D30	N01°00'47"E	12.00'



2 AN EXISTING EASEMENT FOR DRAINAGE PURPOSES  
\* BEARINGS AND DISTANCES ARE RECORD PER INSTRUMENT 1994-83254

LINE TABLE		
LINE	BEARING	LENGTH
E1	S01°00'09"W	90.68'
E2	N34°59'51"W	83.06'
E3	N89°33'38"W	31.18'
E4	S18°58'14"W	42.19'
E5	N89°33'38"W	16.00'
E6	N24°29'27"W	44.11'
E7	N01°01'22"E	23.00'
E8	S89°33'38"E	128.00'

SEE SHEET 2 FOR ENGINEER'S NOTES  
SEE SHEET 3 FOR EASEMENT NOTES





# ENVIRONMENTAL CONSTRAINT SHEET

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

SHEET 1 OF 1

## PARCEL MAP NO. 38147

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF  
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

GOODMAN AND ASSOCIATES

SEPTEMBER, 2022

### ENVIRONMENTAL CONSTRAINT NOTES

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIAL PLACED ON AN INDIVIDUAL LOT.

THE APPLICANT OR DEVELOPER SHALL PROVIDE WRITTEN CERTIFICATION FROM THE APPROPRIATE WATER COMPANY THAT THE REQUIRED FIRE HYDRANTS ARE EITHER EXISTING OR THAT FINANCIAL ARRANGEMENTS HAVE BEEN MADE TO PROVIDE THEM.

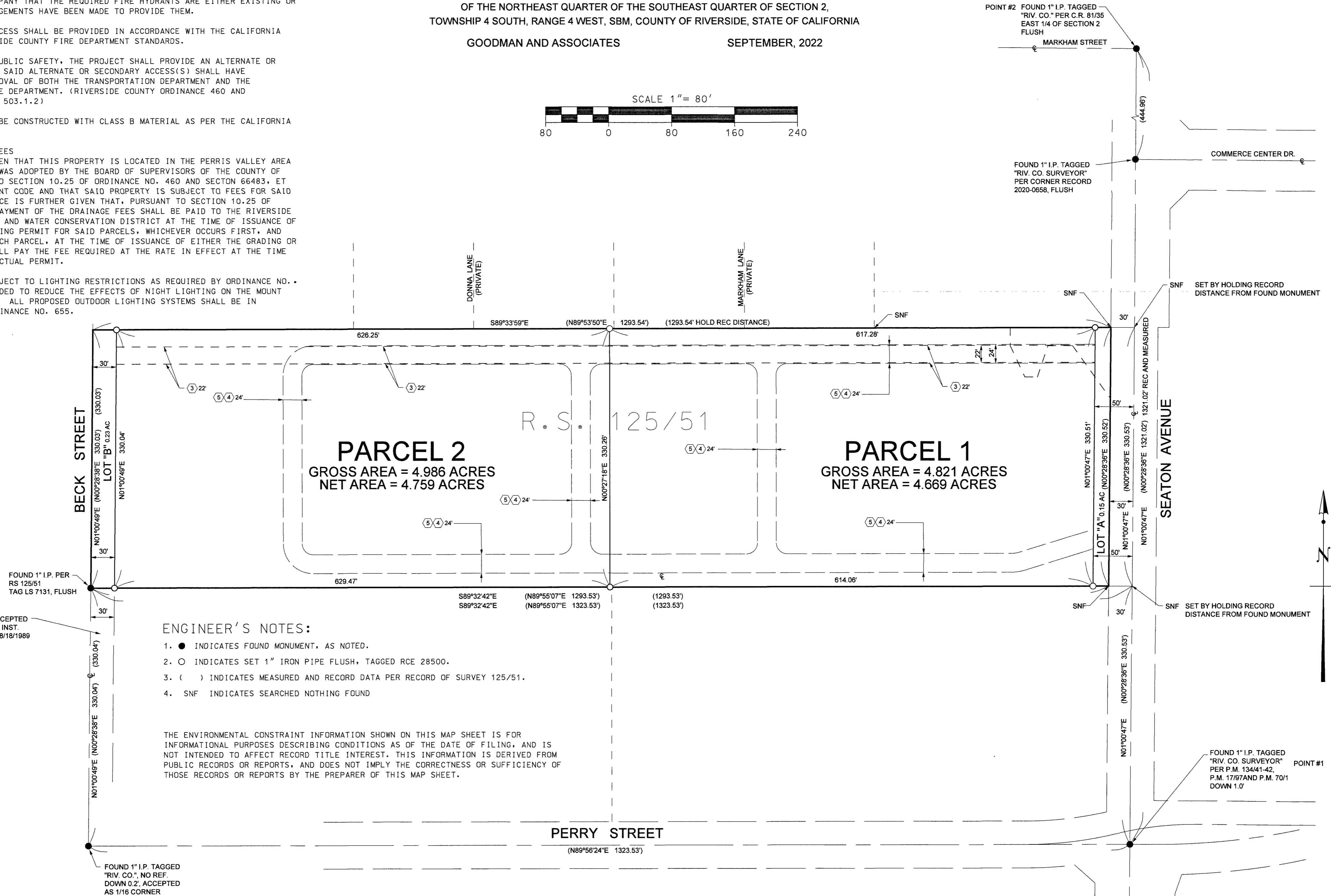
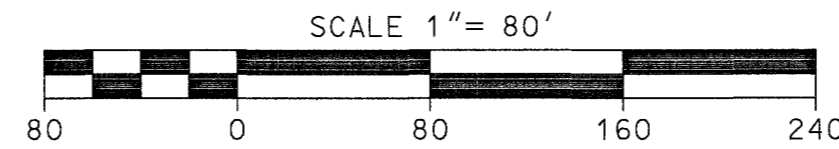
EMERGENCY VEHICLE ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE AND RIVERSIDE COUNTY FIRE DEPARTMENT STANDARDS.

IN THE INTEREST OF PUBLIC SAFETY, THE PROJECT SHALL PROVIDE AN ALTERNATE OR SECONDARY ACCESS(S). SAID ALTERNATE OR SECONDARY ACCESS(S) SHALL HAVE CONCURRENCE AND APPROVAL OF BOTH THE TRANSPORTATION DEPARTMENT AND THE RIVERSIDE COUNTY FIRE DEPARTMENT. (RIVERSIDE COUNTY ORDINANCE 460 AND CALIFORNIA FIRE CODE 503.1.2)

ALL BUILDINGS SHALL BE CONSTRUCTED WITH CLASS B MATERIAL AS PER THE CALIFORNIA BUILDING CODE.

NOTICE OF DRAINAGE FEES  
NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE PERRIS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE NO. 460 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE NO. 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

THIS PROPERTY IS SUBJECT TO LIGHTING RESTRICTIONS AS REQUIRED BY ORDINANCE NO. 655, WHICH ARE INTENDED TO REDUCE THE EFFECTS OF NIGHT LIGHTING ON THE MOUNT PALOMAR OBSERVATORY. ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL BE IN CONFORMANCE WITH ORDINANCE NO. 655.



### ENGINEER'S NOTES:

1. ● INDICATES FOUND MONUMENT, AS NOTED.
2. ○ INDICATES SET 1" IRON PIPE FLUSH, TAGGED RCE 28500.
3. ( ) INDICATES MEASURED AND RECORD DATA PER RECORD OF SURVEY 125/51.
4. SNF INDICATES SEARCHED NOTHING FOUND

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

30' DEDICATED & ACCEPTED FOR PUBLIC USE BY INST. 282321, RECORDED 8/18/1989

FOUND 1" I.P. PER RS 125/51 TAG L5 7131, FLUSH

FOUND 1" I.P. TAGGED "RIV. CO.", NO REF. DOWN 0.2', ACCEPTED AS 1/16 CORNER

POINT #2 FOUND 1" I.P. TAGGED "RIV. CO." PER C.R. 81/35 EAST 1/4 OF SECTION 2 FLUSH

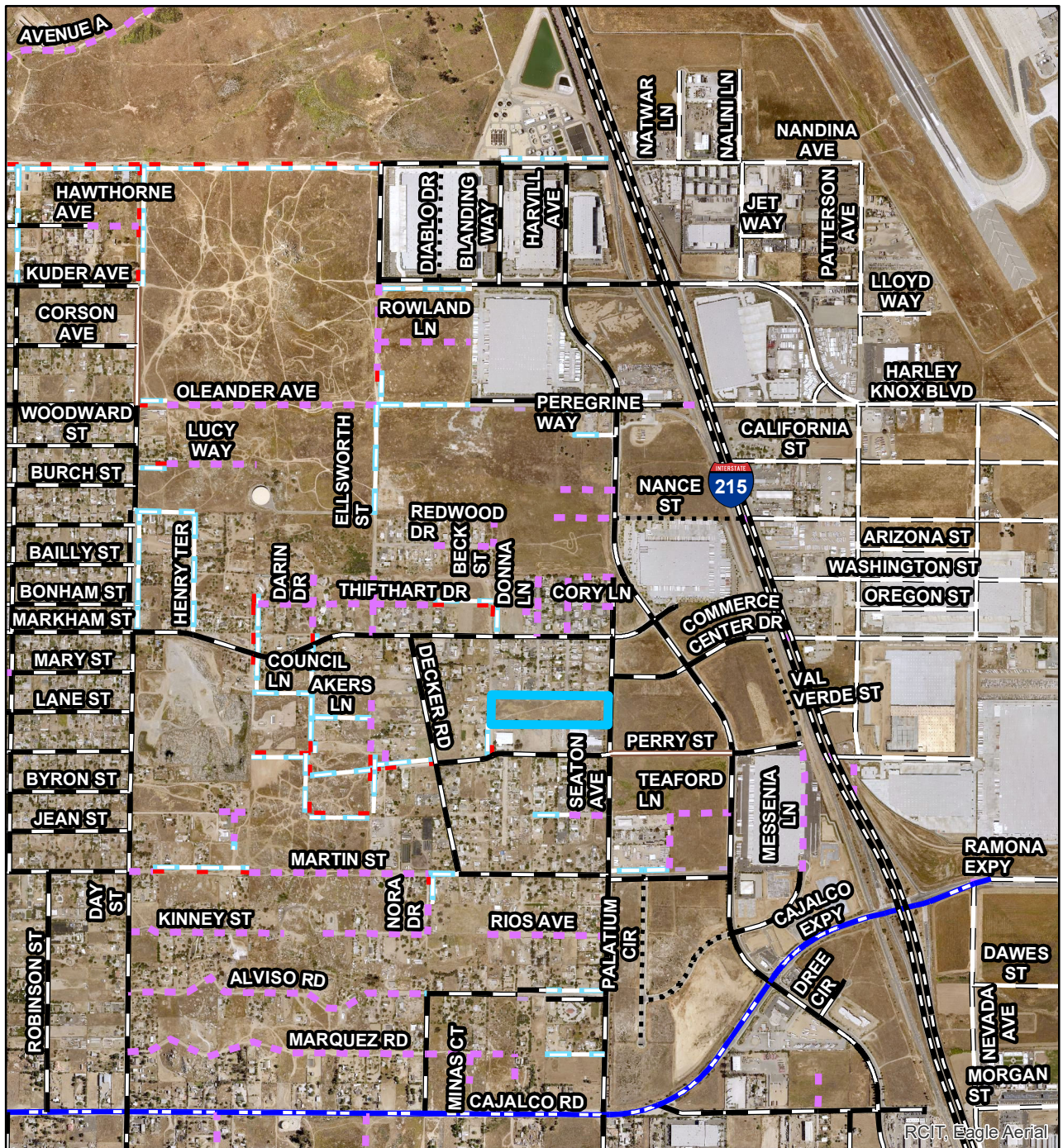
FOUND 1" I.P. TAGGED "RIV. CO. SURVEYOR" PER CORNER RECORD 2020-0658, FLUSH

SNF SET BY HOLDING RECORD DISTANCE FROM FOUND MONUMENT

SNF SET BY HOLDING RECORD DISTANCE FROM FOUND MONUMENT

FOUND 1" I.P. TAGGED "RIV. CO. SURVEYOR" POINT #1 PER P.M. 134/41-42, P.M. 17/97 AND P.M. 70/1 DOWN 1.0'





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



**NOT TO SCALE**

# VICINITY MAP

## Parcel Map 38147

Section 2, T.4S. R.4W.

**Supervisorial District: 1**