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



ITEM: 2.12 (ID # 24013)

MEETING DATE:

Tuesday, February 27, 2024

Kimberly A. Rector

Clerk of the Board

Deputy

By: Mamy Li

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37449-3 a Schedule "A" Subdivision in the French Valley area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Improvement Agreements for Final Tract Map 37449-3 as approved by County Counsel;
- 2. Approve the Final Map; and
- 3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 37449-3.

ACTION:Consent

Patricia Romo, Director of Transportation 2/21/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent:

None

Date:

February 27, 2024

XC:

Trans.

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Ye	ar:		Т	otal Cost:		Ongoin	g Cost	v
COST	\$	0	\$		0		\$	0		\$	0
NET COUNTY COST	\$	0	\$		0		\$	0		\$	0
SOURCE OF FUNDS	3. Applicant	Fees	100%				Budget	Adj	ustment:	N/A	1
SOURCE OF FUNDS: Applicant Fees 100%				For Fise	cal Y	ear:	N/A	٩			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Tentative Map of Tract 37449 was approved by the Board of Supervisors on December 10, 2019, as Agenda Item 21.6. Final Tract Map 37449-3 is a 18.38-acre subdivision creating 85 residential lots and 7 open space lot in the French 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.

Taylor Morrison of California, LLC., desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 37449-2 \$1,264,500 for the completion of road and drainage improvements.

TR 37449-2 \$173,000 for the completion of the water system.

TR 37449-2 \$90,000 for the completion of the sewer system.

TR 37449-2 \$103,010 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 37449-3 Vicinity Map TR 37449-3 Improvement Agreements TR 37449-3 Mylars

Jason Farin Principal Management Analyst 2/21/2024 Google Trindle, 2/4 ASST COUNTY COUNSEL 2/21/2024

Page 2 of 2 ID# 24013 2.12

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement,	made and	entered in	ito by	and	between	the	County	of	Riverside,	State	of	California,
hereinafter called Co	unty, and $_$	Taylor	Morris	on o	f Californ	ia, L	LC					,
hereinafter called Co.	ntractor	•										

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as <u>Tract 37449-3</u>, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within <u>24</u> months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of <u>One Million Two Hundred Sixty-Four Thousand Five Hundred and no/100 Dollars (\$1,264,500.00</u>).

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

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

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

Agreement for the Construction of Road/Drainage Improvements Tract <u>37449-3</u> Page 1 FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

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

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

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

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

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

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

County

Contractor

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

Taylor Morrison of California, LLC 6440 Oak Canyon #200 Irvine, CA 92618

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

By Jand at
Print Name_ Jared Aronowitz
Title Authorized Agent
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

A notary public or other officer of certificate verifies only the idention who signed the document to whattached, and not the truthfulnes validity of that document.	ity of the individual nich this certificate is		
State of California			
County of Orange)		
On August 2, 2022	_ before me, <u>Crys</u> (ins	tal Villalobos, Notar	ry Public
	(ins	sert name and title of	f the officer)
personally appearedJared Aron	nowitz		
who proved to me on the basis of subscribed to the within instrumen his/her/their authorized capacity(ie person(s), or the entity upon beha	satisfactory evidence at and acknowledged es), and that by his/he	to me that he/she/the er/their signature(s) o	ey executed the same in on the instrument the
I certify under PENALTY OF PER paragraph is true and correct.	JURY under the laws	of the State of Califo	ornia that the foregoing
WITNESS my hand and official se	al.		CRYSTAL VILLALOBOS Notary Public - California Orange County
Signature <u>D. D. C.</u>	(Se		Commission # 2401206 y Comm. Expires Apr 18, 2026

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

CHUCK WASHINGTON CHAIR

Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By Manny Li
Deputy

APPROVED AS TO FORM

County Counsel

By B

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements Tract <u>37449-3</u> Page 4

FEB 27 2024

2.12

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as <u>Tract 37449-3</u>, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within <u>24</u> 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 One Hundred Seventy-Three Thousand and no/100 Dollars (\$173,000.00).

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

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

Agreement for the Construction of Water System Improvements Tract 37449-3
Page 1

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

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

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

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

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

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8th Floor Riverside, CA 92501 Taylor Morrison of California, LLC 6440 Oak Canyon #200 Irvine, CA 92618

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

By Jand at
Print Name_ Jared Aronowitz
Title Authorized Agent
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

A notary public or other officer composition certificate verifies only the identity of who signed the document to which attached, and not the truthfulness, a validity of that document.	of the individual this certificate is
State of California County of Orange)
On August 2, 2022 be	efore me, Crystal Villalobos, Notary Public (insert name and title of the officer)
subscribed to the within instrument an his/her/their authorized capacity(ies),	ritz isfactory evidence to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the f which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJUR paragraph is true and correct.	RY under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	CRYSTAL VILLALOBOS Notary Public - California Orange County Commission # 2401206
Signature O. V.C.	(Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By CHUCK WASHINGTON, CHAIR

Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By Manny Ji
Deputy

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Construction of Water System Improvements Tract 37449-3
Page 4

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AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and	entered into by	and between	the County	of Riverside,	State of	California,
hereinafter called County, and	Taylor Mor	rrison of Califor	rnia, 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 Tract 37449-3, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water 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 Ninety Thousand and no/100 Dollars (\$90,000.00).

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

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

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

Agreement for the Construction of Sewer System Improvements Tract <u>37449-3</u> Page 1

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

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

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

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

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8th Floor Riverside, CA 92501 Taylor Morrison of California, LLC 6440 Oak Canyon #200 Irvine, CA 92618

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

By found at
Print Name Jared Aronowitz
Title_ Authorized Agent
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

A notary public or other officer co certificate verifies only the identity who signed the document to which attached, and not the truthfulness validity of that document.	y of the indivi th this certific	dual ate is					
State of California County of Orange)						
OnAugust 2, 2022	before me, _	Cryst (ins	al Villa ert nam	lobos, Nota	ary Public of the officer)		
personally appeared <u>Jared Aronowitz</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.							
I certify under PENALTY OF PERJU paragraph is true and correct.	JRY under th	e laws	of the S	State of Cali	fornia that the	foregoing	
WITNESS my hand and official seal	I.				CRYSTAL VILLAL Notary Public - Ca Orange Cour Commission # 2- My Comm. Expires Ap	alifornia nty 401206	
Signature <u>U.V.C.C.</u>		(Se	al)		my Commit Expires A		

COUNTY OF RIVERSIDE SIGNATURE PAGE

CHUCK WASHINGTON CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By Many A:
Deputy

APPROVED AS TO FORM

Revised 09/01/2020

County Counsel

Agreement for the Construction of Sewer System Improvements Tract <u>37449-3</u> Page 4

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AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and enter	ed into by and between the County of Riverside, State of California,	
hereinafter called County, and	Taylor Morrison of California, 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 Tract 37449-3, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>One Hundred Three Thousand Ten and no/100 Dollars</u> (\$103,010.00).

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

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

Agreement for the Placement of Survey Monuments Tract <u>37449-3</u> Page 1

FEB 27 2024 2.\2

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

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8th Floor Riverside, CA 92501 Taylor Morrison of California, LLC 6440 Oak Canyon #200 Irvine, CA 92618

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

By	and at	
Print Name_	Jared Aronowitz	
TitleAuth	orized Agent	
Ву		
Print Name_		
Title		

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

validity of that document.			
State of California County of Orange)		
On _ July 28, 2022		rystal Villalobos, N (insert name and titl	
personally appearedJared Arono	owitz		
who proved to me on the basis of sa subscribed to the within instrument his/her/their authorized capacity(ies person(s), or the entity upon behalf	atisfactory evider and acknowledge), and that by his	ed to me that he/she s/her/their signature(e/they executed the same in s) on the instrument the
I certify under PENALTY OF PERJU paragraph is true and correct.	JRY under the la	ws of the State of C	alifornia that the foregoing
WITNESS my hand and official seal	ı.	I VINN I	CRYSTAL VILLALOBOS Notary Public - California Orange County Commission # 2401206
Signature O. V.	>	(Seal)	My Comm. Expires Apr 18, 2026

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE
By June Wo
CHUCK WASHINGTON CHAIR Board of Supervisors
Board of Supervisors
ATTEST:
KIMBERLY RECTOR,
Clerk of the Board
By Many A. Deputy
Deputy
APPROVED AS TO FORM
APPROVED AS TO FORM
County Counsel
By B. F.

Revised 09/01/2020

Agreement for the Placement of Survey Monuments Tract <u>37449-3</u> Page 4

FEB 2 7 2024

2.12

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

1. Page of of

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

		DEPARTMENTAL	INFO	RMAT	ION			
3. DEPARTMENT Clerk of the Board of Supervisors				8. ORG.#			10. DATE 02/28/2024	
4. ORGANIZATION County of Riverside				9. AC	COUNT#		11. M	MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127				12. NO. OF BOXES TRANSFERRED				
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY:					
6. MAIL STOP 7. Name PHONE # FAX# Naomy Sicra 955-1069 955-1071			071	14. RECORDS COORDINATOR (must be Authorized):				
15. BOX # (Temp)	DESCRIPTION OF RECORDS		17. RAN OF YI		18. DESTRUCTION DATE	19. RECORI SERIES TI CODE	TLE	20. PERMANENT BOX # (Barcode label)
	Board Date 02/27/2024 - Item No 2.12							
	Final Tract Map No 37449-3 - Sched "A"				¥			
	SUBDIVISION OF PARCEL 7 OF PARCEL MAP 37592 LYIN WITHIN SEC 27, T6S, R2W, S.B.M.							
	District 1							
		9						
								REGE LERK 2024
								15 83. 180A.08
21. RECORDS RECEIVED BY: 22. TITLE 23. RECEIVED VIA:					30. REMARKS			OF SUP
AU COURTE			•		-			CRVISO 0: 23
24. DATE RECEIVED: 25. TIME RECEIVED:		IED:		-			25.4	
26. BOXES VERIFIED BY:					29. NAME\DAT	E SCANNEI	D TO !	OCATION:
28. NAME\DATE SCANNED TO HOLDING AREA:				29. NAME DAT	E SCANNEI	0 10 1	LOCATION.	



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

DARD APPROVAL REQUIRED: 🗵 DUNTY COUNSEL APPROVAL: 🗵		AGREEME	NT/CONTRACT	NO.:		
REQUESTED BOARD DATE: 2/27	7/24	CAN IT GO AT A LATER DATE: □YES □NO				
☐ AMENDMENT NO).	☐ CHANG	NO.			
☐ RESOLUTION NO),	□ ORDINA	ANCE	NO.		
☐ AWARD PACKAGE 🛛	FINAL MAP	☐ ACQUISITION/EDA		☐ ADVERTISEMENT PACKA		
☐ OTHER:		SUPERVISO	DRIAL DISTRICT: 1			
PROJECT/SUBJECT:						
FINAL TRACT MAP NO: 37449-4	4 (Schedule "A")					
DESCRIPTION: APPROVAL OF FI	DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS					
CONTRACTING PARTY: GINA NESS				W.O. NO.: FTM3744904 (TC-SU21)(DBF)		
PROJECT MANAGER: GINA NESS				EXTENSION: 5-6711		
FORM 11 AUTHOR/CONTACT: GINA NESS EXTENSION:			:			
FISCAL						
AMOUNT: \$ (0)		CHANGE ORDER AMOUNT: \$				
FUNDING SOURCE (S): Applica	NDING SOURCE (S): Applicant Fees FUNDING SOURCE(S):			SOURCE(S):		
SPECIAL ROUTING INSTRUCTION	one / who receives s	vriginal agre	ements, compani	on item, rush, etc.):		
THE FINAL TRACT MAP AND 3 THE BOARD. COB RETAINS 1 C	CODICE OF THE IMPROVE	MENT AGRI	FMENTS ARE TO E	SE EXECUTED BY THE CHAIR O		
TRANSPORTATION. THE FINAL TRACT MAP AND C	ONE COPY OF CC&R'S FOR	TRACT 374	19-4 ARE TO BE DE	LIVERED TO THE COUNTY		
RECORDER.						
AMAILITETDA O (BAT) NO:	TRANS TRACKING ID	D: DATE RECEIVED:		INITIALS:		
MINUTETRAQ (MT) NO:	110 110					
24079						
BOARD AGENDA DATE:			BOS ITEM NUME	SER:		

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

TRACT MAP NO. 37449-3

ING A SUBDIVISION OF PARCEL 7 OF PARCEL MAP 37592 AS SHOWN BY MAP ON FILE IN BOOK 251 OF PARCEL 4PS AT PAGES 83 THROUGH 89 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
LYING WITHIN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS DECEMBER, 2021

NERS OF THE LAND INCLUDED WITHIN THE SUBDIMISION SHOWN AS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO AKING AND RECORDING OF THIS SUBDIMISION MAP AS SHOWN HE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN "A" THROUGH "H" INCLUSIVE. THE DEDICATION IS FOR STREET

*** ACT - TERMS ALDINOUS LIN LAT TO* CICLOR ADME THE

RECORDER'S ST

SHE

FILED THIS _____ DAY OF AT __M. IN BOOK ____ O PAGES ____, AT THOF THE BOARD NO: ____

PETER ALDANA, ASSESSOR

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSI

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SU CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANC OF PERSENT EPPROFF WAILEY LICE A FOLLOWARF LIMITED LIABILITY COMPANY ON SEPTEMBER 2.

Jen An T

MICHAEL E. JOHNSON

LS 7673 EXPIRATION 12/31/2024



No. 8488

VOR

4ND

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HER STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTAN' THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 37449 AS FILED, AMENDED, AND APP BY THE BOARD OF SUPERVISORS ON 12/10/2019, THE EXPIRATION DATE BEING 12/10/25. AND THAT I AM THIS MAP IS TECHNICALLY CORRECT.

DAVID L. MCMILLAN, COUNTY SURVEYOR L.S. 8488, EXPIRES 12-31-2024

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON PURSUANT TO THE SUBDIVISION I ACT AND LOCAL ORDINANCE OF LOTS "A" THROUGH "H", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTI PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON FOR THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

KIMBERLY RECTOR

CLERK, OF THE BOARD OF SUPERVISORS

CHAIRMAN OF THE BOARD OF SUPERVISORS

Chuck Washington

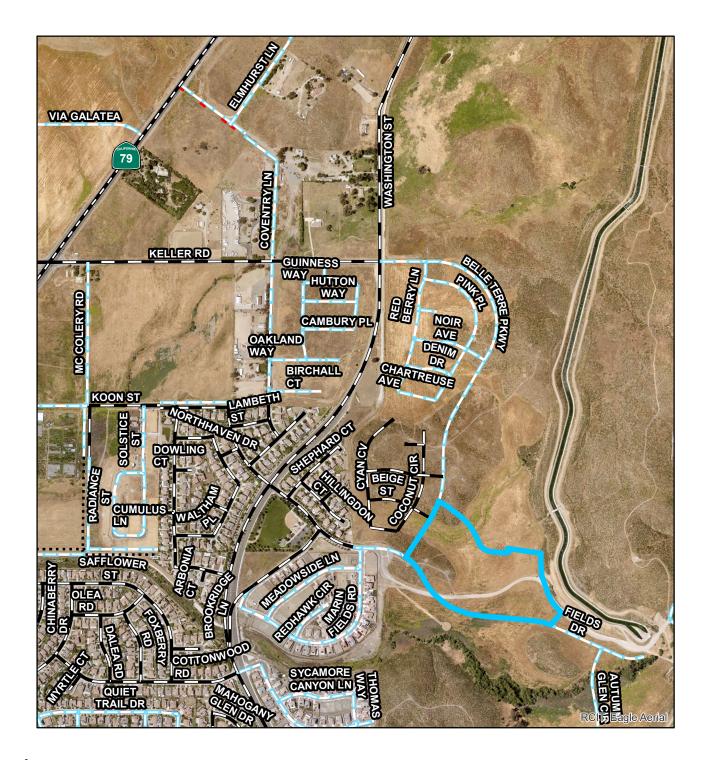
VALLEY-WIDE RECREATION AND PARK DISTRICT

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

VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA

NOV. 14, 2023

DEAN WETTER, GENERAL MANAGER



Legend

Road Book Centerline

TYPE

F.A.U. Maintained

F.A.S. Maintained

Paved Surface Maintained

Graveled Surface Maintained

Dirt Surface Maintained

Accepted for Public Use

Non-County Road

· · · · Vacated

= = City Road

Maintained for City/Non-County

VICINITY MAP Tract Map 37449-3

Section 27, T.6S. R.2W.

Supervisorial District: 3



SHEET 1 OF 6 SHEETS

BEING A SUBDIVISION OF PARCEL 7 OF PARCEL MAP 37592 AS SHOWN BY MAP ON FILE IN BOOK 251 OF PARCEL MAPS AT PAGES 83 THROUGH 89 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

LYING WITHIN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS

DECEMBER, 2021

RECORDER'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SUBDIVISION GUARANTEE:

FILED THIS	DAY OF	, 20,
ATM. IN BOOK	OF MAPS AT	•
PAGES	_, AT THE REQUEST	OF THE CLERK
OF THE BOARD	•	
NO:		
FEE:		
PETER ALDANA, AS	SESSOR - COUNTY	CLERK - RECORDER
BY:		, DEPUTY

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; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "H" INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", BELLE TERRE PARKWAY AND LOT "B" FIELDS DRIVE, THE OWNER(S) OF LOTS 1, 57 THROUGH 67 INCLUSIVE, 70 THROUGH 78 INCLUSIVE, 81 THROUGH 85 INCLUSIVÉ, 87 AND 89 THROUGH 92 INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 87 AND 88 AS SHOWN HEREON, THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF RIVERSIDE COUNTY TRANSPORTATION FACILITIES.

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

WE HEREBY RETAIN LOTS 86 THROUGH 92, INCLUSIVE, IN FEE INDICATED AS OPEN SPACE AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE SLOPE MAINTENANCE EASEMENTS OVER ALL OF LOTS 89 THROUGH 92, INCLUSIVE, IN FAVOR OF VALLEY-WIDE RECREATION AND PARK DISTRICT.

OWNER: TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY BY: LISA FJELSTAD, VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

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

STATE OF California COUNTY OF <u>Crange</u> ON November 6, 23 BEFORE ME, Cristal Villalobos, A NOTARY PERSONALLY APPEARED ______ USA FIELSTAG _____ WHO PROV TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS 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.

MY COMMISSION NO .: 2401206

MY COMMISSION EXPIRES: 4/18/26

MY PRINCIPAL PLACE OF BUSINESS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REGENT FRENCH VALLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON SEPTEMBER 27, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: November 2, 2023 MICHAEL E. JOHNSON LS 7673 EXPIRATION 12/31/2024



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 37449 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 12/10/2019, THE EXPIRATION DATE BEING 12/10/25, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE:	, 20
DAVID L. MCMILLAN,	COUNTY SURVEYOR
L.S. 8488, EXPIRES	12-31-2024



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON PURSUANT TO THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE OF LOTS "A" THROUGH "H", INCLUSIVE, 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 MADE HEREON FOR THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

	•
DATED:, 20	ATTEST: KIMBERLY RECTOR
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA	CLERK OF THE BOARD OF SUPERVISORS
	BY: DEPUT

CHAIRMAN OF THE BOARD OF SUPERVISORS

VALLEY-WIDE RECREATION AND PARK DISTRICT

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

VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA DATED: NOV. 14, 2023 DEAN WETTER, GENERAL MANAGER

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 13,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: JANUARY 10 2024 CASH OR SURETY BOND MATTHEW JENNINGS

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 \$ 13,000.00

DATE: 1 HOUNTRY 10 20 29
MATTHEW JENNINGS COUNTY TAX COLLECTOR
BY:, DEPUTY
ARANDONMENT NOTE

ADAINDONMENT NOTE

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

THOSE PORTIONS OF LOTS "J" AND "M", AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, DEDICATED AND ACCEPTED BY PARCEL MAP NO. 37592, PMB 251/83-89, RECORDS OF RIVERSIDE COUNTY WITHIN THE BOUNDARY OF LOTS 78, 79, 80 AND 91 OF THIS TRACT MAP.

THAT PORTION OF A DECLARATION OF DEDICATION FOR PUBLIC ROADS AND INCIDENTAL PURPOSES, RECORDED JANUARY 11, 1978 AS INSTRUMENT NO. 5400 OF OFFICIAL RECORDS. WITHIN THE BOUNDARY OF THIS TRACT MAP.

NOTICE OF DRAINAGE FEES

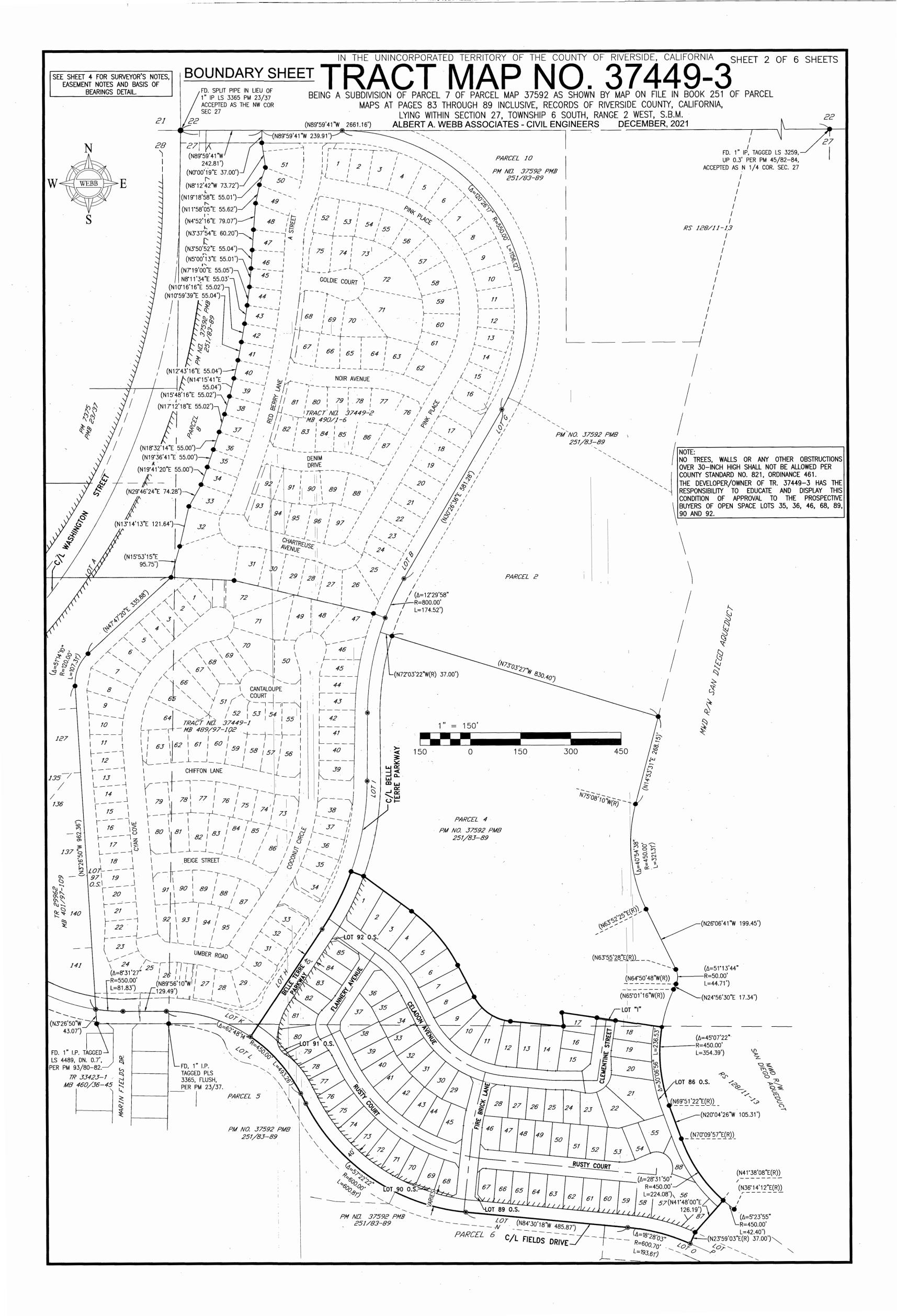
NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ, OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID 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.

SIGNATURE OMISSIONS

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

RIGHTS, RIGHTS OF WAY, RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED JUNE 11, 1889 IN BOOK 5, PAGE 110 OF SAN DIEGO COUNTY PATENTS. BLANKET EASEMENT.



IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

TRACT MAP NO. 37449-3

BEING A SUBDIVISION OF PARCEL 7 OF PARCEL MAP 37592 AS SHOWN BY MAP ON FILE IN BOOK 251 OF PARCEL MAPS AT PAGES 83 THROUGH 89 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS DECEMBER, 2021

NOTE:
NO TREES, WALLS OR ANY OTHER OBSTRUCTIONS
OVER 30-INCH HIGH SHALL NOT BE ALLOWED PER
COUNTY STANDARD NO. 821, ORDINANCE 461.
THE DEVELOPER/OWNER OF TR. 37449-3 HAS THE
RESPONSIBILITY TO EDUCATE AND DISPLAY THIS
CONDITION OF APPROVAL TO THE PROSPECTIVE
BUYERS OF OPEN SPACE LOTS 35, 36, 46, 68, 89,
90 AND 92.

SURVEYOR'S NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BILL" "PPBF" AND "CNPP", 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 0.999900263468. CALCULATIONS ARE MADE AT POINT 1 WITH COORDINATES OF: N: 2170222.05, E: 6308051.55, USING ELEVATION: 1495.207 FEET.

- 2. INDICATES FOUND 1" IP TAGGED LS 5529, FLUSH PER PARCEL MAP NO. 37592 PMB 251/83-89 UNLESS OTHERWISE NOTED.
- 3.

 INDICATES FOUND 1" IP TAGGED LS 5529, FLUSH PER PARCEL MAP NO. 36628 PMB 243/17-26.
- 4. O INDICATES SET 1" IP TAGGED LS 7673, FLUSH.
- 5. INDICATES SET STEEL PIN WITH TAG LS 7673 ON TOP OF CURB.
- 6. ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.10 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- 7. SET 1" I.P. TAGGED LS 7673, FLUSH, AT ALL LOT CORNERS, REAR LOT CORNERS AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
- 8. SET NAIL AND TAG "LS 7673" ON TOP OF CURB AT AN OFFSET OF 9.75' FOR 56 FOOT ROW MEASURED RADIAL OR PERPENDICULAR FROM THE ROW TO THE CURB AT ALL LOT CORNER, ALL ROW BC'S, EC'S, PCC'S, PRC'S AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED.
- 9. THIS MAP CONTAINS 18.38 ACRES WITHIN THE DISTINCTIVE BORDER.
- 10. () INDICATES RECORD & MEASURED DATA PER PM NO. 37592 PMB 251/83-89, UNLESS OTHERWISE NOTED. CERTIFICATE OF CORRECTION RECORDED 03-24-21 AS INSTRUMENT 2021-0187036 O.R.

11. /// INDICATES RESTRICTED ACCESS.

- 12. (R) INDICATES RADIAL.
- 13. R= INDICATES RADIUS.
- 14. L= INDICATES LENGTH.
- 15. Δ= INDICATES DELTA
- 16. O.S. INDICATES OPEN SPACE.
- 17. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.
- 18. C.C. & R'S RECORDED 4-13-23 AS INST. NO. 2023-0105668 O.R.

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 LOTS.

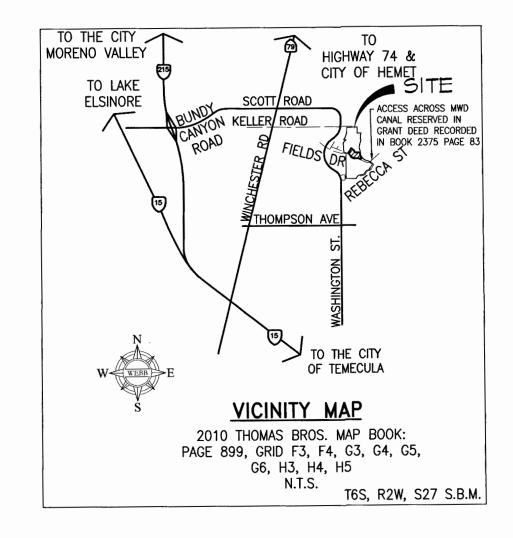
EASEMENT NOTES:

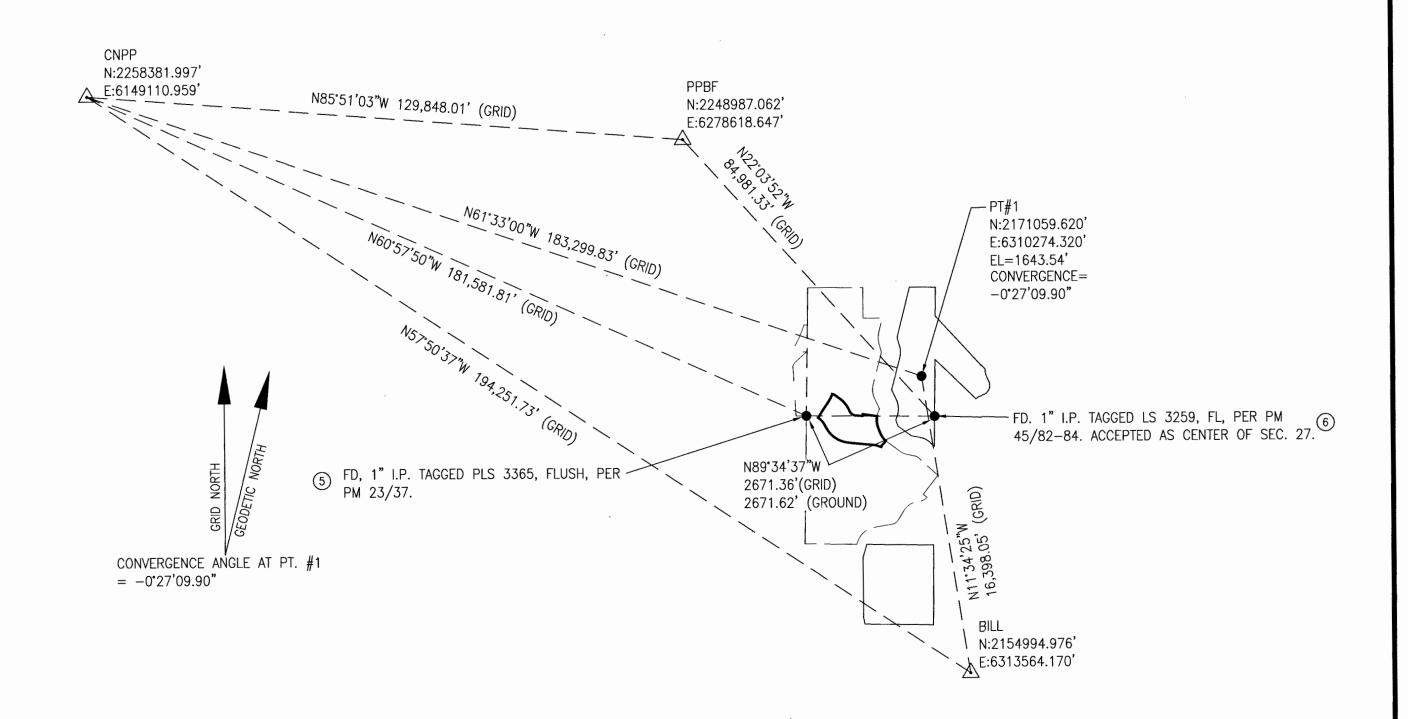
1. RIGHTS, RIGHTS OF WAY, RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED JUNE 11, 1889 IN BOOK 5, PAGE 110 OF SAN DIEGO COUNTY PATENTS. BLANKET EASEMENT.

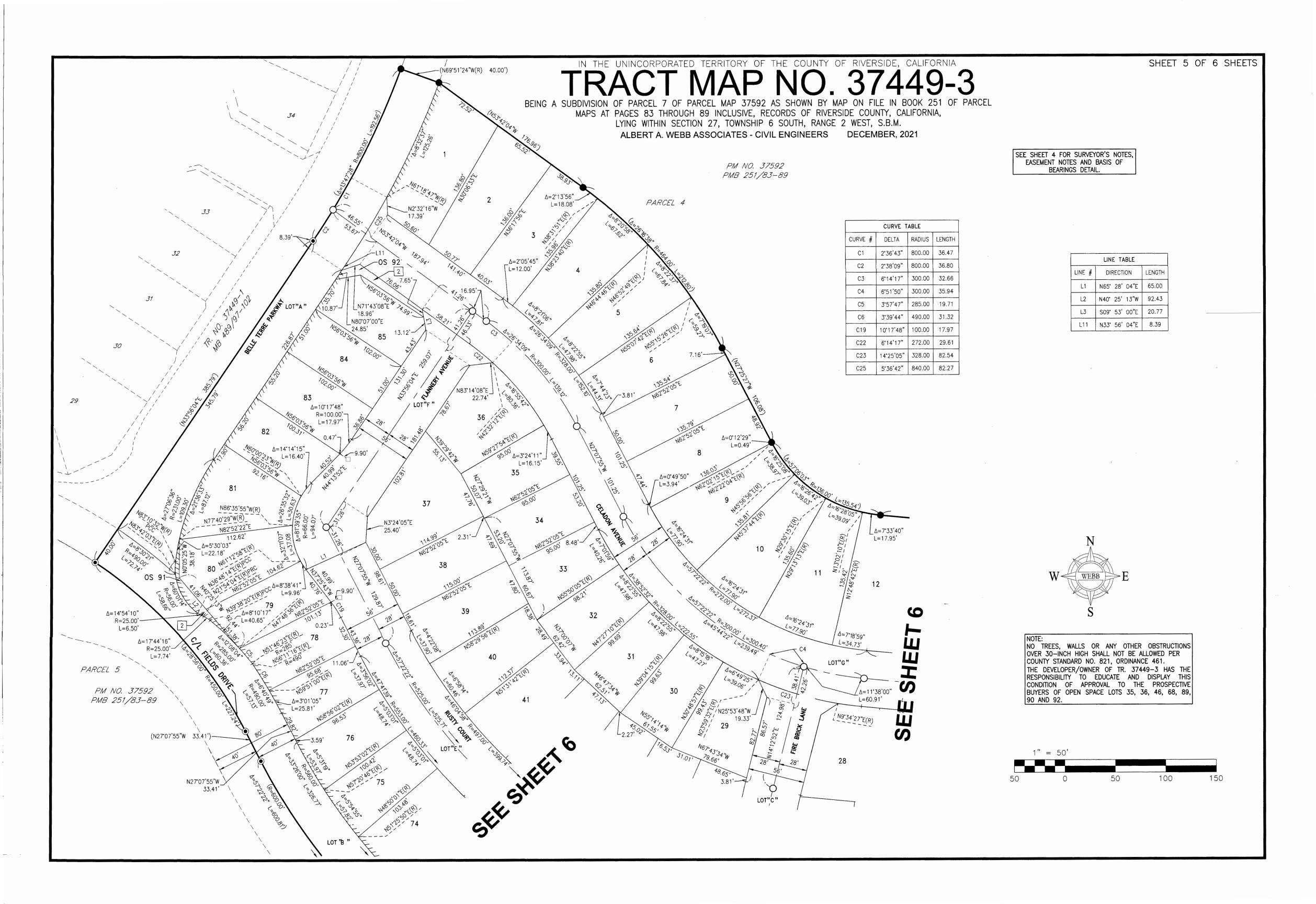
- THAT PORTION OF A DECLARATION OF DEDICATION FOR PUBLIC ROADS AND INCIDENTAL PURPOSES, RECORDED JANUARY 11, 1978 AS INSTRUMENT NO. 5400 OF OFFICIAL RECORDS. WITHIN THE BOUNDARY OF THIS MAP VACATED HEREON.
- THOSE PORTIONS OF LOTS "J" AND "M", AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES, DEDICATED AND ACCEPTED BY PARCEL MAP NO. 37592, PMB 251/83-89, RECORDS OF RIVERSIDE COUNTY WITHIN THE BOUNDARY OF LOTS 78, 79, 80 AND 91 OF THIS TRACT MAP VACATED HEREON.
- 1 DRAINAGE EASEMENT DEDICATED HEREON.
- 2 VALLEY-WIDE RECREATION AND PARK DISTRICT EASEMENT DEDICATED HEREON.

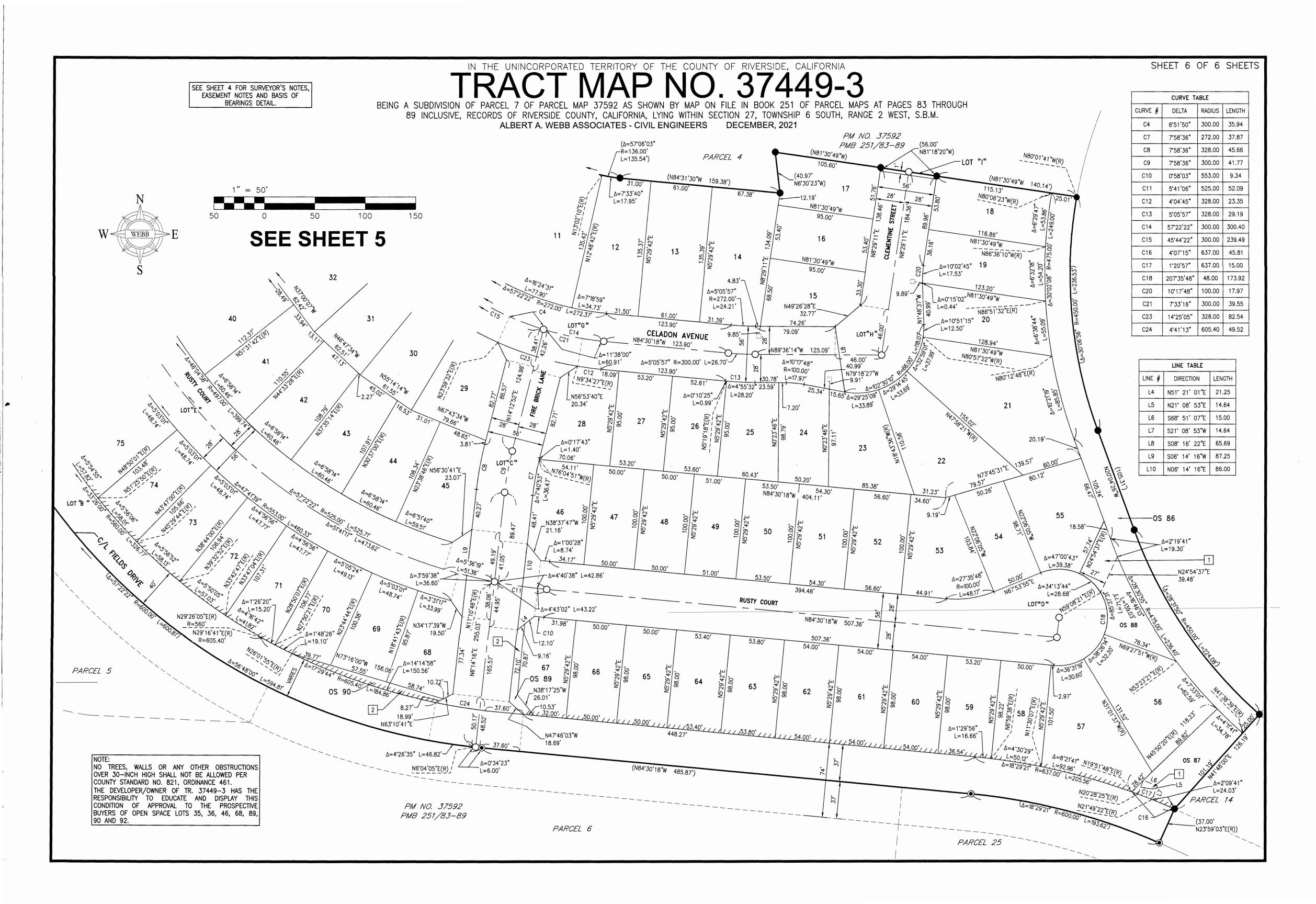
FOUND MONUMENT NOTES:

- 1) FD. 2" I.P. W/PIN, PER RS 128/11-13, ACCEPTED AS MWD R/W B.C.
- (2) FD. 1 1/2" I.P. TAGGED MWD LS 7915, DN. 0.2', PER RS 128/11-13, ACCEPTED AS MWD R/W E.C.
- (3) FD. 1 1/2" I.P. TAGGED MWD LS 7915, DN. 0.4', PER RS 128/11-13, ACCEPTED AS MWD R/W B.C.
- (4) FD. 1 1/2" I.P. TAGGED MWD LS 7915, DN. 0.2', PER RS 128/11-13, ACCEPTED AS MWD R/W E.C.
- (5) FD, 1" I.P. TAGGED PLS 3365, FLUSH, PER PM 23/37.
- (6) FD. 1" I.P. TAGGED LS 3259, FL, PER PM 45/82-84. ACCEPTED AS CENTER OF SEC. 27.









ENVIRONMENTAL CONSTRAINT SHEET

