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



ITEM: 2.13 (ID # 24079) MEETING DATE: Tuesday, February 27, 2024

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37449-4 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 37449-4 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 37449-4.

ACTION:Consent

2/2/2024 Patricia Romo, Director or Transportation

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.

Kimberly A. Rector Clerk of the Board By: Mamy A: Deputy

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Ye	ar:		Total Cost:		Ongoin	g Cost	
COST	\$	0	\$)	\$	0		\$	0
NET COUNTY COST	\$	0	\$)	\$	0		\$	0
SOURCE OF FUNDS	S. Applicant	Fees	100%			Budge	t Ad	justment:	N/A	٩
	. Applicant	1 000	10070			For Fis	cal	Year:	N/.	A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

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 37449-4 is a 18.00-acre subdivision creating 95 residential lots and 3 open space lots 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 37449-4 \$1,229,500 for the completion of road and drainage improvements. TR 37449-4 \$178,000 for the completion of the water system. TR 37449-4 \$226,500 for the completion of the sewer system. TR 37449-4 \$119,016 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 37449-4 Vicinity Map TR 37449-4 Improvement Agreements TR 37449-4 Mylars

2/20/2024 Gaze Trindle Jason Farin, Principal Management Analyst 2/1/2024

Page 2 of 2

ID# 24079

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 <u>Taylor Morrison of California, LLC</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as <u>Tract 37449-4</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 Twenty-Nine Thousand Five Hundred and no/100 Dollars (\$1,229,500.00</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>37449-4</u> Page 1

FEB 27 2024 2.13

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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.

Agreement for the Construction of Road/Drainage Improvements Tract <u>37449-4</u> Page 2 TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

County

1

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

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

ACKNOWLEDGMENT					
A notary public or other officer completing this certificate verifies only the identity of the individ who signed the document to which this certifica attached, and not the truthfulness, accuracy, o validity of that document.	ate is				
County of <u>Orange</u>) On July 28, 2022 before me, _	Crystal Villalobos, Notary Public				
personally appeared <u>Jared Aronowitz</u> who proved to me on the basis of satisfactory ev	idence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the				
I certify under PENALTY OF PERJURY under th paragraph is true and correct.	e laws of the State of California that the foregoing				
WITNESS my hand and official seal.	CRYSTAL VILLALOBOS Notary Public - California Orange County Commission # 2401206 My Comm. Expires Apr 18, 2026				
Signature <u>C.V.ll.</u>	(Seal)				

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COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE huck By CHUCK WASHINGTON CHAIR Board of Supervisors

ATTEST:

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KIMBERLY RECTOR, Clerk of the Board

By / Deputy

APPROVED AS TO FORM

County Counsel

By B.F.

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements Tract 37449-4 Page 4

FEB 27 2024 2.13

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>Taylor Morrison of California, LLC</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 37449-4, 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 One Hundred Seventy-Eight Thousand and no/100 Dollars (\$178,000.00).

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

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

Agreement for the Construction of Water System Improvements Tract <u>37449-4</u> Page 1

FEB 27 2024 2.13

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.

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

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

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

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

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

Agreement for the Construction of Water System Improvements Tract <u>37449-4</u> Page 2 TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

<u>County</u>

5

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

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

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County ofOrange)
On July 28, 2022 before me, Crystal Villalobos, Notary Public (insert name and title 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 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)

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COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE huck 0 By CHUCK WASHINGTON CHAIR

Board of Supervisors

ATTEST:

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KIMBERLY RECTOR, Clerk of the Board

By Deputy _____

APPROVED AS TO FORM

County Counsel

B By

Revised 09/01/2020

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

FEB 27 2024 2-13

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 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 37449-4, 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 Two Hundred Twenty-Six Thousand Five Hundred and no/100 Dollars (\$226,500.00).

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.

Agreement for the Construction of Sewer System Improvements Tract 37449-4 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.

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

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

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

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

Agreement for the Construction of Sewer System Improvements Tract <u>37449-4</u> Page 2 TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

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 Jund a

Print Name Jared Aronowitz

Title Authorized Agent

Bv		

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

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

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Orange)
On <u>August 2, 2022</u> before me, <u>Crystal Villalobos, Notary Public</u> (insert name and title 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 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Cluber (Seal)

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE huck 12 By CHUCK WASHINGTON CHAIR Board of Supervisors

ATTEST:

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KIMBERLY RECTOR, Clerk of the Board

By Many Deputy

APPROVED AS TO FORM

County Counsel

By_B_7_

Revised 09/01/2020

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

FEB 27 2024 2.13

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 <u>Taylor Morrison of California, LLC</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 37449-4, 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 Nineteen Thousand Sixteen and</u> no/100 Dollars (\$119,016.00).

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>37449-4</u> Page 1

FEB 27 2024 2.13

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.

Agreement for the Placement of Survey Monuments Tract <u>37449-4</u> Page 2

..

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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 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

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

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County ofOrange)
On <u>August 2, 2022</u> before me, <u>Crystal Villalobos, Notary Public</u> (insert name and title 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 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature <u>O</u> . <u>U</u> ((Seal)

· . . .

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE By CHUCK WASHINGTON CHAIR

Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By____ Deputy Laomy 1:

APPROVED AS TO FORM

County Counsel

Zne ву____ *В*___ -7

Revised 09/01/2020

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

FEB 27 2024 2.13

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

1. Page--- of-

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

			DEPARTMENTAL	INFOR	RMATI	ON			
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG	8. ORG.#		10. D	DATE 02/28/2024		
4. ORGANIZ	ATION County	y of Riverside			9. ACC	COUNT #		11. N	NEDIA CODE
5. ADDRESS	4080 Le	emon St., Room 1	27		12. NO). OF BOXES TRAM	NSFERRED		
CITY	Riversi	ide, Ca. 92501			13. RE0	CORDS TRANSFE	RRED BY:		
6. MAIL STO 1010)P	7. Name PHONE # Naomy Sicra 95	FAX# 55-1069 955-10	071	14. RE	CORDS COORDIN	IATOR (mu:	st be A	Authorized):
15. BOX # (Temp)		SCRIPTION OF RECORDS same as records series title on	schedule	17. RAN OF YI	GE	18. DESTRUCTION DATE	19. RECORI SERIES TI CODE	TLE	20. PERMANENT BOX # (Barcode label)
	Board	Date 02/27/2024 - Ite	m No 2.13						
	Final Tr	ract Map No 37449-4	- Sched "A"						
		OF PARCEL 4 OF PARCE /ITHIN SEC27, T6S, R2W,							
		District 1							
	1								C
									ERK/B
21. RECORDS RECEIVED BY: JANNA WED 22. TITLE 24. DATE RECEIVED: 26. BOXES VERIFIED BY: 21. RECORDS RECEIVED BY: 23. RECEIVED VIA: 24. DATE RECEIVED: 25. TIME RECEIVED: 27. DATE BOXES VERIFIED				, n C	30. REMARKS			VED RIVERSIDE COUNTY BOARD OF SUPERVISORS TEB 28 AM 10: 25	
		TO HOLDING AREA:	L			29. NAME\DA	TE SCANNE	ED TO	LOCATION:



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: X Yes A No COUNTY COUNSEL APPROVAL: Yes I No

□ AGREEMENT/CONTRACT

NO.:

REQUESTED BOARD DATE: 2/27/24

CAN IT GO AT A LATER DATE: YES NO

	NO.	CHANGE ORDER	NO.
	NO.		NO.
AWARD PACKAGE	🖾 FINAL MAP	ACQUISITION/EDA	ADVERTISEMENT PACKAGE
□ OTHER:		SUPERVISORIAL DISTRICT: 1	

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 37449-3 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: GINA NESS	W.O. NO.: FTM3744903 (TC-SU21)(DBF)
PROJECT MANAGER: GINA NESS	EXTENSION: 5-6711
FORM 11 AUTHOR/CONTACT: GINA NESS	EXTENSION:

FISCAL

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

ROUTING

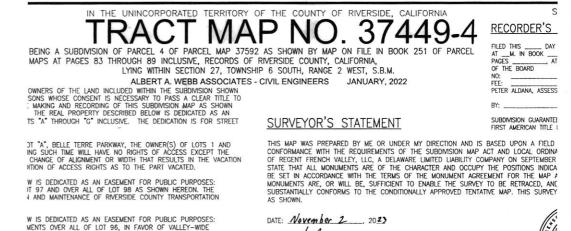
SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

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

THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACT 37449-3 ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
24013			

BOS ITEM NUMBER: BOARD AGENDA DATE: 2.27.24 2.12 2024-2-158327



98, INCLUSIVE, IN FEE INDICATED AS OPEN SPACE AS SHOWN

MICHAEL E. JOHNSON

MICHAEL E. JOHNSON

SHOWN √EES AND

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(IES), CH

G

LS 7673 EXPIRATION 12/31/2024

NO. 7673 OF

COUNTY SURVEYOR'S STATEMENT

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

2027 DATE:

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 ACCEPTS THE OFFERS OF DEDICATION MADE HEREON PURSUANT TO THE SUBDIVISION MAP ACT AND LOCAL ORDINANC LOTS "A" THROUGH "G", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNT MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPTS THE OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG BELLE TERRE PARKWAY.

THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY NOT ACCEPTED.

_____, 2024 February i

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

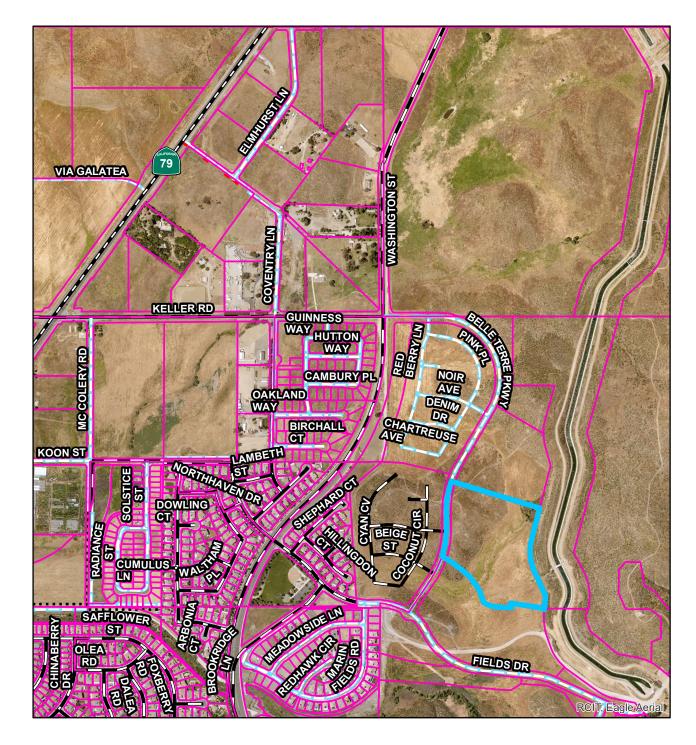
huck U

CHAIR OF THE BOARD OF SUPERVISORS

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$______ HAS BEEN EXECUTED AND FILED THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYM OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS 1 WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID

ATTEST: KECIA HARPER KIMBERIYA Rector CLERK OF THE BOARD OF SUPERVISORS



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



IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA CT MAP NO. 374

BEING A SUBDIVISION OF PARCEL 4 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,

OWNERS' STATEMENT

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

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2022

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOW	Ν
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 "G" INCLUSIVE. THE DEDICATION IS FOR STREE	T
AND PUBLIC UTILITY PURPOSES.	

AS A CONDITION OF DEDICATION OF LOT "A", BELLE TERRE PARKWAY, THE OWNER(S) OF LOTS 1 AND 96, ABUTTING THIS HIGHWAY 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 AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOT 97 AND OVER ALL OF LOT 98 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: LANDSCAPE SLOPE MAINTENANCE EASEMENTS OVER ALL OF LOT 96. IN FAVOR OF VALLEY-WIDE RECREATION AND PARK DISTRICT.

WE HEREBY RETAIN LOTS 96 THROUGH 98, 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.

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 <u>California</u>)

COUNTY OF <u>Orange</u>) ON <u>November 6,23</u> BEFORE ME, <u>Chistal Villalobos</u>, A NOTARY

PUBLIC,

PERSONALLY APPEARED ______ WHO PROVE 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.

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

WITNESS MY HAND.

e.V.le_

MY COMMISSION NO .: 2401200

MY COMMISSION EXPIRES: 4/18/20

WHO PROVED

RECORDER'S STATEMENT
FILED THIS DAY OF, 20, ATM. IN BOOK OF MAPS AT PAGES, AT THE REQUEST OF THE CLERK OF THE BOARD NO:
FFF

SHEET 1 OF 6 SHEETS

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

_, DEPUTY BY: _____

SURVEYOR'S STATEMENT

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

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.

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 "G", 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 AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG BELLE TERRE PARKWAY.

THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY NOT ACCEPTED

DATE. TVVVCTIOX	_, ZU _/
1 1	
moh	

SIGNATURE Cnistal Villa lobos

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY

DATED: _____ _, 20___

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

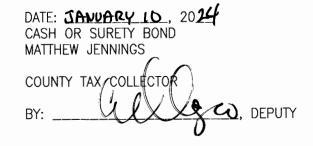
ATTEST: KECIA HARPER CLERK OF THE BOARD OF SUPERVISORS

DEPUTY BY:

BY: CHAIR OF THE BOARD OF SUPERVISORS

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.



TAX COLLECTOR'S CERTIFICATE

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:

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED JUNE 11, 1889 IN BOOK 5, PAGE 110 OF SAN DIEGO COUNTY RECORDS. BLANKET EASEMENT.

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 \$_13,700.00

DATE: JANUARY 10 > 20 24

MATTHEW JENNINGS COUNTY TAX ONLI ECT DEPUTY

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.

VALLEY-WIDE RECREATION AND PARK DISTRICT

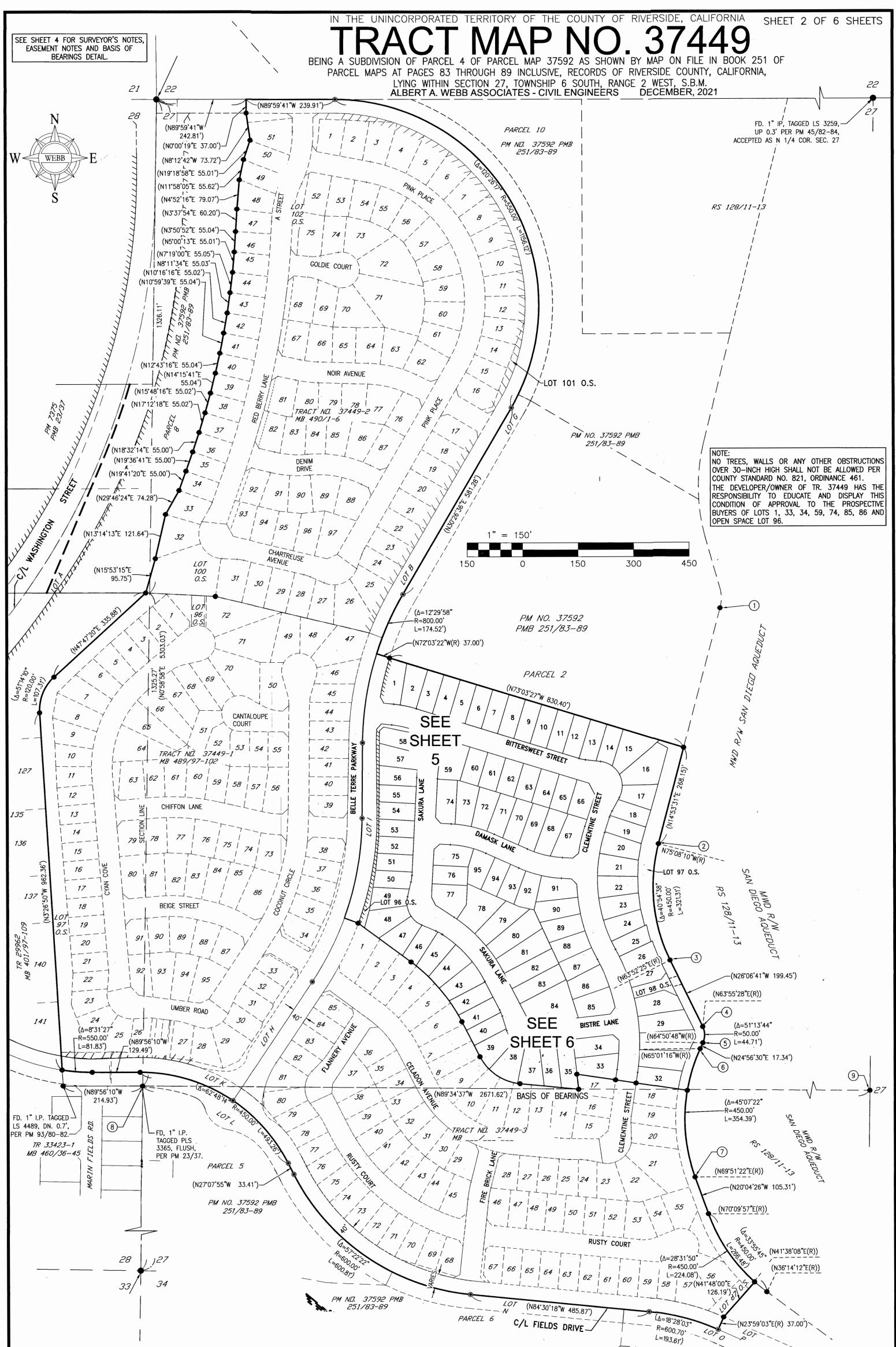
THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON

DATED: NW. 14, 2023

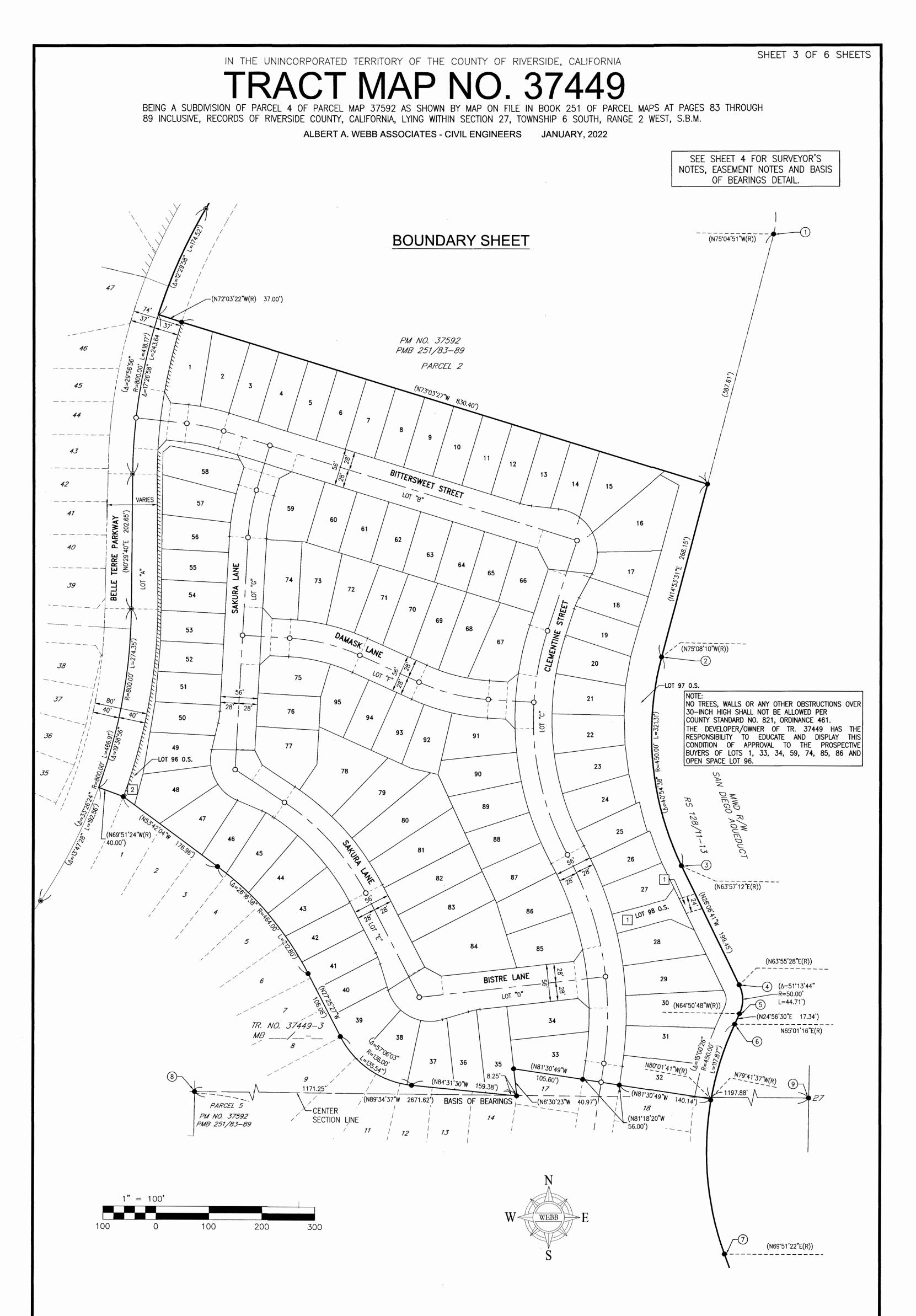
DEAN WETTER. GENERAL MANAGER

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 HAS THE RESPONSIBILITY TO EDUCATE AND DISPLAY THIS CONDITION OF APPROVAL TO THE PROSPECTIVE BUYERS OF LOTS 1, 33, 34, 59, 74, 85, 86 AND OPEN SPACE LOT 96.











SHEET 4 OF 6 SHEETS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA MAP NO. 3 BEING A SUBDIVISION OF PARCEL 4 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 **JANUARY**, 2022

SURVEYOR'S NOTES:

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.

- INDICATES FOUND 1" IP TAGGED LS 5529, FLUSH PER PARCEL 2. 🔴 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.
- ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH 6. COUNTY ORDINANCE 461.10 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- SET 1" I.P. TAGGED LS 7673, FLUSH, AT ALL LOT CORNERS, REAR 7. LOT CORNERS AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
- SET NAIL AND TAG "LS 7673" ON TOP OF CURB AT AN OFFSET OF 8. 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 18.00 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.

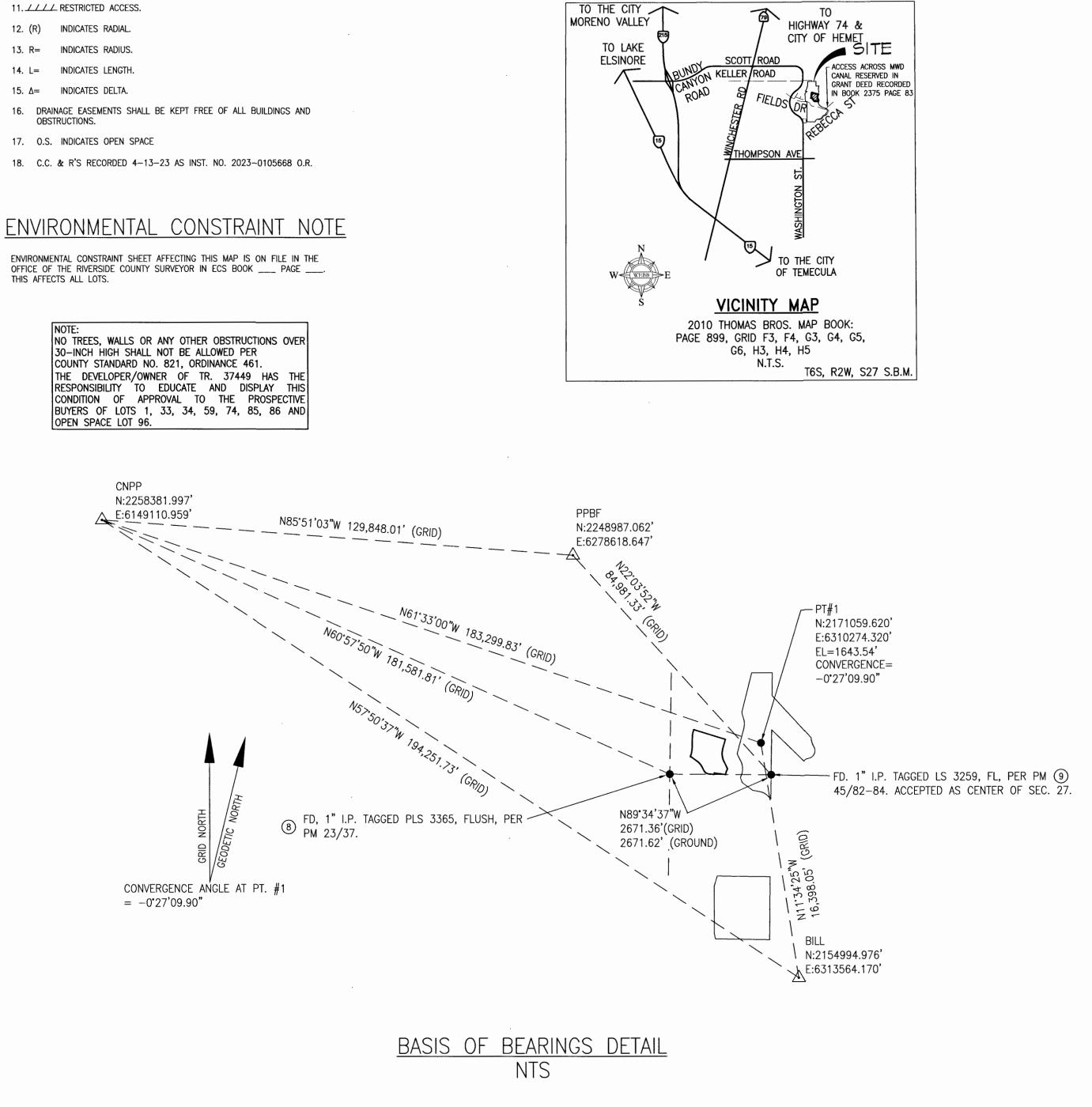
- OBSTRUCTIONS.

EASEMENT NOTES:

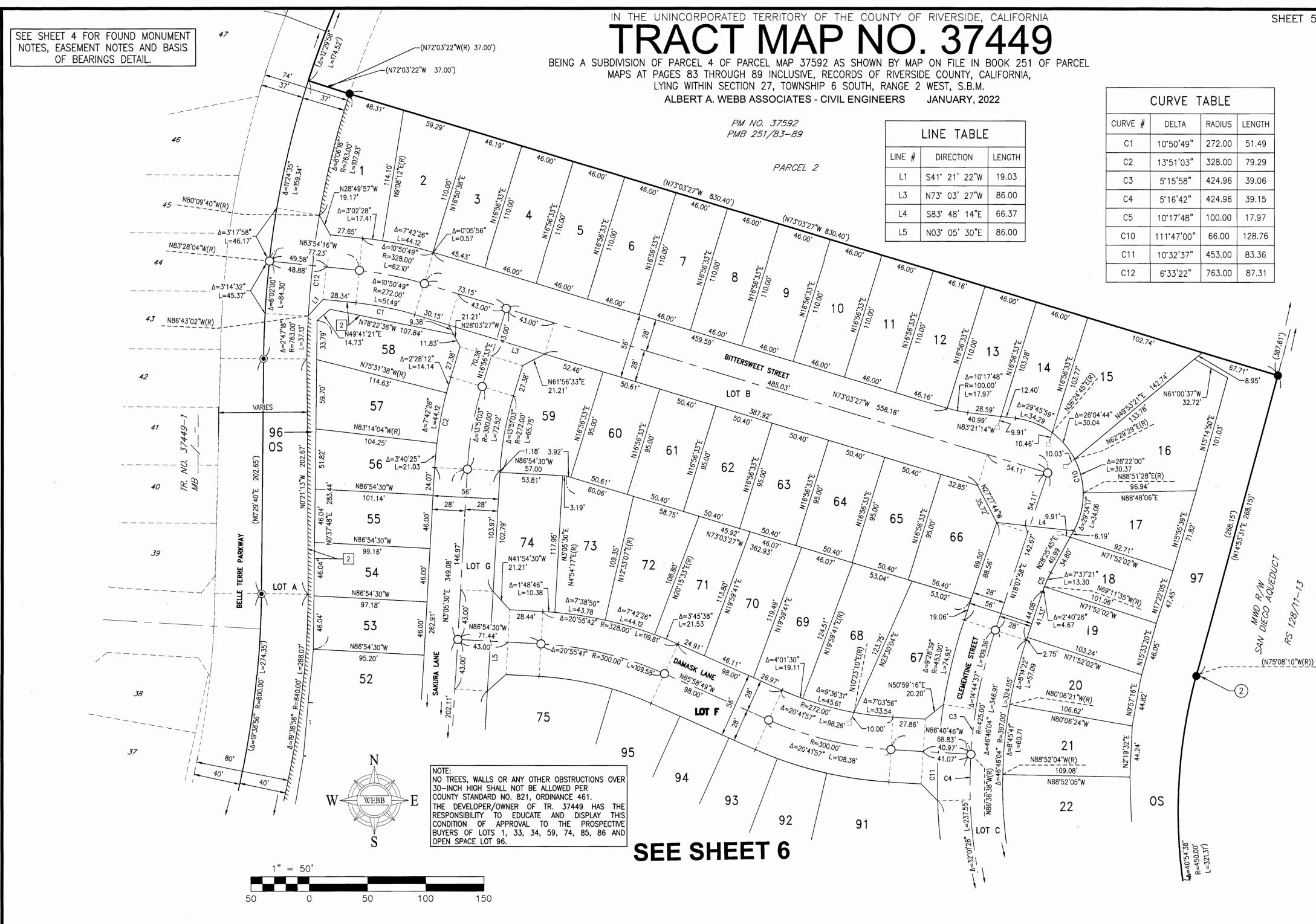
- A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED JUNE 11, 1889 1. IN BOOK 5, PAGE 110 OF SAN DIEGO COUNTY RECORDS. BLANKET EASEMENT.
- DRAINAGE EASEMENT DEDICATED HEREON. 11
- 2 VALLEY-WIDE RECREATION AND PARK DISTRICT EASEMENT DEDICATED HEREON.

FOUND MONUMENT NOTES:

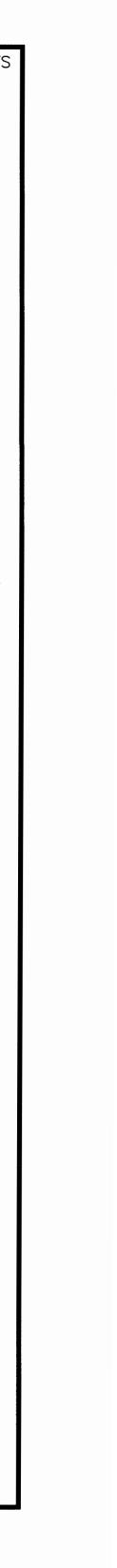
- (1) FD. 2" I.P. W/PIN, FL, PER RS 128/11-13, ACCEPTED AS MWD R/W E.C.
- (2) FD. 2" I.P. W/PIN, FL, PER RS 128/11-13, ACCEPTED AS MWD R/W B.C.
- (3) FD. 2" I.P. W/PIN, DN. 0.30', PER RS 128/11-13, ACCEPTED AS MWD R/W E.C.
- (4) FD. 2" I.P. W/PIN, FL, PER RS 128/11-13, ACCEPTED AS MWD R/W B.C.
- (5) FD. 2" I.P. W/PIN, PER RS 128/11-13, ACCEPTED AS MWD R/W E.C.
- (6) FD. 2" I.P. W/PIN, PER RS 128/11-13, ACCEPTED AS MWD R/W B.C.
- (7) 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.
- (8) FD, 1" I.P. TAGGED PLS 3365, FLUSH, PER PM 23/37.
- (9) FD. 1" I.P. TAGGED LS 3259, FL, PER PM 45/82-84. ACCEPTED AS CENTER OF SEC. 27.

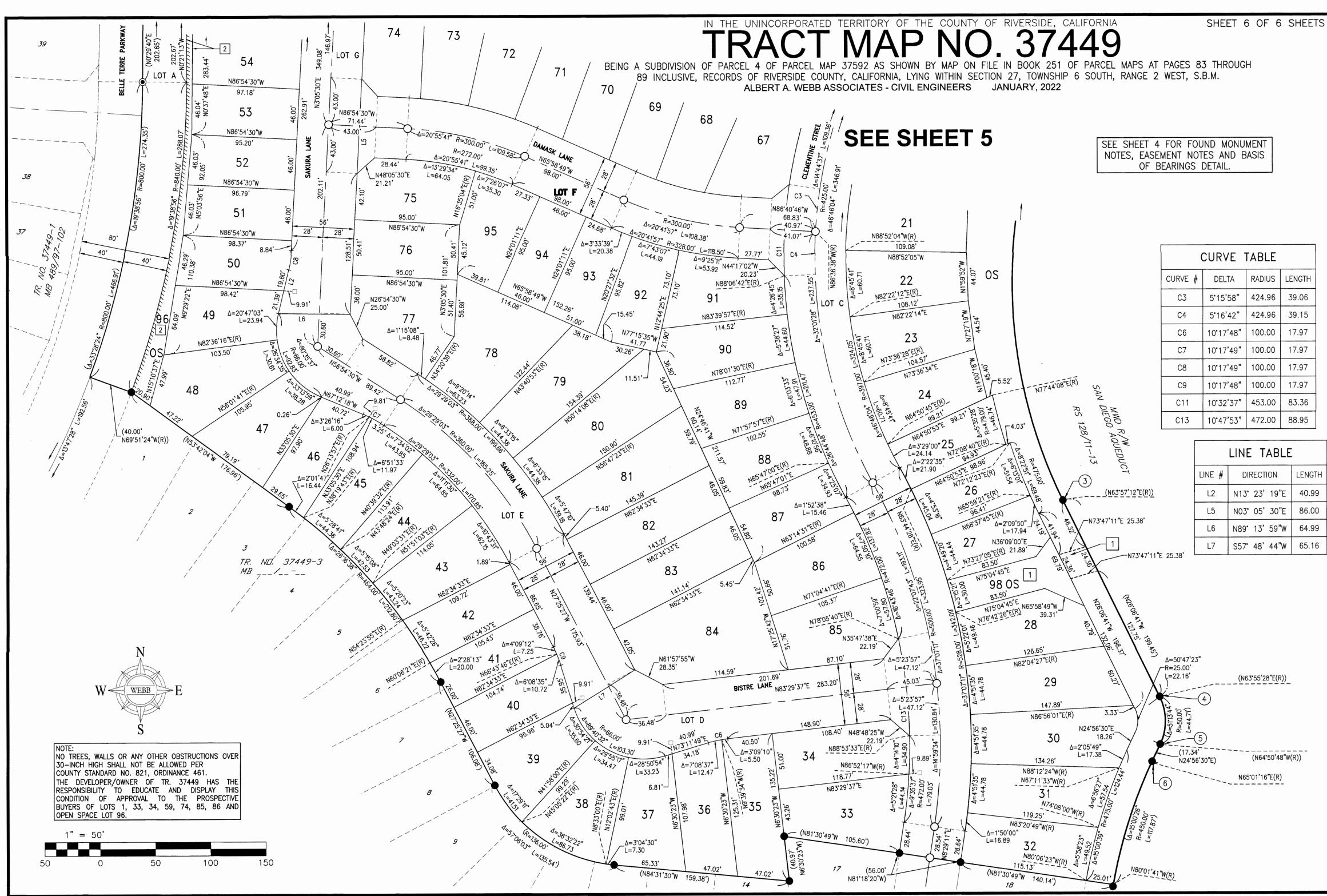






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ENVIRONMENTAL CONSTRAINT SHEET



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.

