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



ITEM: 2.15 (ID # 24826) MEETING DATE: Tuesday, April 30, 2024

#### **FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37155 a Schedule "A" Subdivision in the Cleveland National Forest area. District 2. [Applicant Fees 100%]

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

- 1. Approve the Improvement Agreements for Final Tract Map 37155 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 37155.

#### **ACTION:Consent**

fa

Dennis Acuna, Director of Transportation 4/24/2024

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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:   | April 30, 2024                                     |
| XC:     | Trans.   |

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

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

| FINANCIAL DATA                       | Current Fiscal Y | ear: | Next Fiscal Yea | ar:   | Total Cost: |                  | Ongoin | g Cost |   |
|--------------------------------------|------------------|------|-----------------|-------|-------------|------------------|--------|--------|---|
| COST                                 | \$               | 0    | \$              | 0     | \$          | 0                |        | \$     | 0 |
| NET COUNTY COST                      | \$               | 0    | \$              | 0     | \$          | 0                |        | \$     | 0 |
| SOURCE OF FUNDS: Applicant Fees 100% |                  |      | Budge           | t Adj | ustment:    | N/A              | 1      |        |   |
| COURCE OF FORDO. Applicant rees      |                  |      | 100 /0          |       | For Fis     | For Fiscal Year: |        | N//    | Ą |

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### <u>Summary</u>

The Tentative Map of Tract Map 37155 was approved by the Board of Supervisors on August 4, 2020, as Agenda Item 21.1. Final Tract Map 37155 is a 24.24-acre subdivision creating 79 residential lots, 2 open space lots, 2 park lots and 2 basin lots in the Cleveland National Forest 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.

JEN SoCal 2 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 37155 \$1,747,000 for the completion of road and drainage improvements.

TR 37155 \$209,000 for the completion of the water system.

TR 37155 \$140,500 for the completion of the sewer system.

TR 37155 \$131,000 for the completion of the survey monumentation.

#### **Additional Fiscal Information:**

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

#### **ATTACHMENTS:**

TR 37155 Vicinity Map TR 37155 Improvement Agreement TR 37155 Mylars

4/24/2024 Court rindle of Assi COUNT COURSE Farin, Principal Management Analyst 4/23/2024

#### 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>JEN SoCal 2 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 37155</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 seven hundred forty-seven thousand and no/100 Dollars (\$1,747,000.00</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>37155</u> Page 1

APR 3 0 2024

2.15

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. 2950 Washington Street Riverside, CA 92504

JEN SoCal 2 LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: JEN SoCal 2, LLC, a California limited liability company

By: Paul Onufer. Vice President

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE ina By CHUCK WASHINGTON, CHAIR

Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

BI By

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements Tract <u>37155</u> Page 1

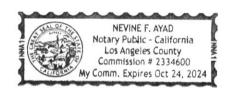
APR 3 0 2024 2.15

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

| State of California<br>County of Los Ange | )<br>eles)    |   |
|---|---------------|---|
| on August 23,20                           | 23 before me, | Nevine F. Ayad, Notary Public             |
| personally appeared                       | Paul          | Here losert Name and Title of the Officer |
|   |               | Name(s))of Signer(s)                      |

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<br>of the State of California that the foregoing paragraph<br>is true and correct. |
|--|
| WITNESS my hand and official seal.   |
| Signature / While F. Augel)  |
| Signature of Notary Public   |

Place Notary Seal Above

OPTIONAL .

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document                     |  |
|--|--|
| Title or Type of Document:                           |  |
| Document Date:                                       | Number of Pages:   |
| Signer(s) Other Than Named Above:                    |  |
| Capacity(ies) Claimed by Signer(s)<br>Signer's Name: | Signer's Name:   |
| Corporate Officer - Title(s):                        |  |
| Partner – Limited General                            | Partner - Limited General  |
| □ Individual □ Attorney in Fact                      | 🗆 Individual 📃 🗆 Attorney in Fact  |
| Trustee Guardian or Con                              | servator 🗌 Trustee Guardian or Conservator   |
| Other:   | Other:   |
| Signer Is Representing:                              |  |
|  |  |
| XCXCXCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC               | x execution of the context of the co |

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

#### 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>JEN SoCal 2 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 37155, 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 **<u>Temescal Valley Water District</u>** 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 **Two hundred** nine thousand and no/100 Dollars (\$209,000.00).

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>37155</u> Page 1 APR 3 0 2024 2,5 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 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>37155</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. 2950 Washington Street Riverside, CA 92504 JEN SoCal 2 LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: JEN SoCal 2, LLC, a California limited liability company

By: Reul Onufer Vice President

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE huch By 0 CHUCK WASHINGTON, CHAIR

Board of Supervisors

ATTEST:

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>37155</u> Page 1

APR 3 0 2024 2.15

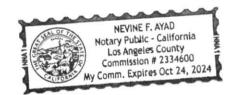
1

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

| State of California County of Los Angeles | )   |
|---|---|
| On August 23,2023 before me,              | Nevine F. Ayad, Notary Public             |
|   | Here losert Name and Title of the Officer |
| personally appeared V                     | CARUGUL                                   |
|   | Name( <b>s</b> ))of Signer(s)             |

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.



| of the State of Cal<br>is true and correct | ifornia that the foregoing para | agraph |
|--|---------------------------------|--------|
| WITNESS my hand                            | and official seal.              | V      |
| Signature(                                 | Signature of Notary Public      | yad    |

I certify under PENALTY OF PERJURY under the laws

Place Notary Seal Above

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document       |                                   |
|--|-----------------------------------|
| Title or Type of Document:             |                                   |
| Document Date:                         | Number of Pages:                  |
| Signer(s) Other Than Named Above:      | <u></u>                           |
| Capacity(ies) Claimed by Signer(s)     |                                   |
| Signer's Name:                         | Signer's Name:                    |
| Corporate Officer - Title(s):          | Corporate Officer – Title(s):     |
| Partner – Limited General              | 🗆 Partner 🛶 🗆 Limited 🛛 General   |
| Individual Attorney in Fact            | 🗆 Individual 📉 🗌 Attorney in Fact |
| Trustee     Guardian or Conservator    |                                   |
| Other:                                 | Other:                            |
| Signer Is Representing:                | Signer Is Representing:           |
|  |                                   |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |                                   |

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) / tem #5907

#### 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 JEN SoCal 2 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 37155, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Temescal Valley Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of One hundred forty thousand five hundred and no/100 Dollars (\$140,500.00).

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 37155

Page 1 APR 3 0 2024 2.5



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. 2950 Washington Street Riverside, CA 92504

JEN SoCal 2 LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: JEN SoCal 2, LLC, a California limited liability company

By: Paul Onufer, Vice President

#### COUNTY OF RIVERSIDE signature page to follow on page 4.

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

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE uch a By

CHUCK WASHINGTON, CHAIR Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By\_ Deputy

APPROVED AS TO FORM

County Counsel

By\_B -7

Revised 09/01/2020

Agreement for the Placement of Survey Monuments Tract <u>37155</u> Page 1

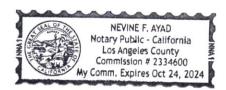
APR 3 0 2024 2.15

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

| State of California ()<br>County of Los Angeles () |   |
|--|---|
| On August 23,2023 before me,                       | Nevine F. Ayad, Notary Public             |
| Date Doub  | Here losert Name and Title of the Officer |
| personally appeared V UUL                          | Name(s)) of Signer(s)                     |

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<br>of the State of California that the foregoing paragraph<br>is true and correct. |
|--|
| WITNESS my hand and official seal.   |
| Signature  |
|  |
|  |

Place Notary Seal Above

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of   | Attached Document       |                               |                         |
|------------------|-------------------------|-------------------------------|-------------------------|
| Title or Type of | f Document:             |                               |                         |
| Document Date    | e:                      |                               | Number of Pages:        |
| Signer(s) Other  | Than Named Above:       |                               |                         |
| Capacity(ies)    | Claimed by Signer(s)    |                               |                         |
| Signer's Name    |                         | Signer's Name:                |                         |
|                  | fficer — Title(s):      | Corporate Officer - Title(s): |                         |
| Partner –        | Limited General         |                               | Limited General         |
| Individual       | Attorney in Fact        | 🗆 Individual                  | Attorney in Fact        |
| Trustee          | Guardian or Conservator | Trustee                       | Guardian or Conservator |
| Other:           |                         | Other:                        |                         |
|                  | esenting:               | Signer Is Repre               | esenting:               |
| -                |                         |                               |                         |
| xacacacaca       |                         |                               |                         |

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Utem #5907

#### 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>JEN SoCal 2 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 37155, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within  $\underline{24}$  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 thirty-one thousand and no/100</u> <u>Dollars (\$131,000.00</u>).

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

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

Agreement for the Placement of Survey Monuments Tract <u>37155</u> Page 1 APR 3 0 2024 2.15 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>37155</u> Page 2 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. 2950 Washington Street Riverside, CA 92504 JEN SoCal 2 LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: JEN SoCal 2, LLC, a California limited liability company

By: <u>Paul Onufer, Vice President</u>

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>37155</u> Page 3

#### COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE uch By

CHUCK WASHINGTON, CHAIR Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

By\_B\_7

Revised 09/01/2020

Agreement for the Placement of Survey Monuments Tract <u>37155</u> Page 1

APR 3 0 2024 2.15

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

| State of California County of Los Angeles | )   |
|---|---|
| On August 23,2023 before me,              | Nevine F. Ayad, Notary Public             |
| Date Date                                 | Here losert Name and Title of the Officer |
| personally appeared                       | repet                                     |
|   | Name( <b>s</b> ))of Signer(s)             |

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<br>of the State of California that the foregoing paragraph<br>is true and correct. |
|--|
| WITNESS my hand and official seal.   |
| Signature of Notary Public   |

Place Notary Seal Above

- OPTIONAL ·

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document    |  |  |  |  |
|-------------------------------------|--|--|--|--|
| Title or Type of Document:          |  |  |  |  |
| Document Date:                      | Number of Pages:   |  |  |  |
| Signer(s) Other Than Named Above:   | -  |  |  |  |
| Capacity(ies) Claimed by Signer(s)  |  |  |  |  |
| Signer's Name:                      | Signer's Name:   |  |  |  |
| Corporate Officer - Title(s):       | Corporate Officer - Title(s):  |  |  |  |
| □ Partner – □ Limited □ General     | Partner  Limited General   |  |  |  |
| Individual Attorney in Fact         | 🗆 Individual 📉 🗆 Attorney in Fact  |  |  |  |
| Trustee     Guardian or Conservator | Trustee Guardian or Conservator  |  |  |  |
| Other:                              | Other:   |  |  |  |
| Signer Is Representing:             | Signer Is Representing:  |  |  |  |
|                                     |  |  |  |  |
|                                     | an a constant |  |  |  |

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Utem #5907

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

TRACT NO. 37155

'ISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 200004, RECORDED APRIL 6, 2021 AS 2021-0214235, AS PERFECTED BY DEED RECORDED APRIL 14, 2021 AS DOCUMENT NO. 2021-0234274, 'ICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

MARCH 2021

## RECORDER'S STATEME.

| FILED THIS DAY OF,                  |
|-------------------------------------|
| N BOOK OF MAPS, AT PAGES            |
| AT THE REQUEST OF THE CLERK OF THE  |
| NO                                  |
| FEE                                 |
| PETER ALDANA, ASSESSOR-COUNTY CLERI |
| BY:, DEPUI                          |

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

ND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE IOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY UBLIC PURPOSES: LOTS "A" THROUGH "F", INCLUSIVE. THE DEDICATION

S

AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING LOTS 82 AND 85 AS SHOWN HEREON. THE DEDICATION IS FOR THE

AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS OVER ALL I. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM 'ENANCE OF DRAINAGE FACILITIES.

AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" HIN INFILTRATION BASIN LOT 81, AS SHOWN HEREON. THE DEDICATION

AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING TION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

SEWER EASEMENT" LYING WITHIN LOTS 14, 15, AND 80 AS SHOWN CCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

AS "PRIVATE LANDSCAPE EASEMENT" LYING WITHIN LOT 81 AS SHOWN URSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN

PACE AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT WNERS WITHIN THIS TRACT MAP.

TION BASIN, AND LOT 84 IN FEE INDICATED AS BIORETENTION BASIN VEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT

PACE AND FUEL MOD AS SHOWN HEREON FOR PRIVATE USE, FOR THE ES AND LOT OWNERS WITHIN THIS TRACT MAP.

SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF RS WITHIN THIS TRACT MAP.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY II CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT T OF JEN SOCAL 2 LLC ON FEBRUARY 26, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERI MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITION/ TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

-202 DATE:

EDY P. ADKISON L.S. 5390 EXPIRATION DATE: 9–30–24



### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37155 AS FILED, AMENDED, AND THE BOARD OF SUPERVISORS ON AUGUST 4, 2020 THE EXPIRATION DATE BEING AUGUST 4, 2023 AN SATISFIED THIS MAP IS TECHNICALLY CORRECT.

n I

SHEET



CALIFORNIA CORPORATION, HOLDER OF RECORDED RIGHTS TRUMENT NO. 2023-0166210 OF OFFICIAL RECORDS.

3-0166209, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

TIFICATE VERIFIES ONLY THE WHICH THIS CERTIFICATE IS

DITY OF THAT DOCUMENT.





BY:

HAIRMAN OF

THE BOARD DE

**UPERVISORS** 

BY:

DI

huck Washington

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KIMBERLY RECTOR CLERK OF THE BOARD OF SUPERVISORS

DATE:

,202H

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AS PART OF COUNTY COMMUNITY FACILITIES

0

NO. 23-4M, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, ARE HEREBY ACCI

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS FOR INGRESS AND EGRESS TO /

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

COUNTY STANDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE LANDSCAPE EASEMENTS ARE HEREBY ACCEPTED

BOARD OF SUPERVISOR'S STATEMENT

WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN ECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED

HE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS

THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF

, A NOTARY PUBLIC PERSONALLY WHO PROVED TO ME ON

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH TI OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATL MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN APPROVED BY SAID BOARD OF SUPERVISORS. 52,3000

DATE: February 7 2024

) ~ COUNTY MATTHEW JENNINGS TAX COLLECTOR

CASH OR SURETY BOND

#### 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 INFORMATION                        |                                |                                |                        |                     |             |   |                                    |             |  |
|---|--------------------------------|--------------------------------|------------------------|---------------------|-------------|---|------------------------------------|-------------|--|
| 3 DEPARTMENT Clerk of the Board of Supervisors  |                                |                                | 8. OF                  | PRG.#               |             | 10. DATE 05/01/2024                           |                                    |             |  |
| 4. ORGANIZATION County of Riverside 9.          |                                |                                |                        |                     | 9. A(       | . ACCOUNT # 11. MEDIA CODE                    |                                    |             | MEDIA CODE                                   |
| 5. ADDRESS                                      | s 4080 Le                      | emon St., Room                 | 127                    |                     | 12. N       | O. OF BOXES TRA                               | NSFERRED                           |             |  |
| СІТҮ  | Riversi                        | ide, Ca. 92501                 |                        |                     | 13. R       | ECORDS TRANSFE                                | RRED BY:                           |             |  |
| 6. MAIL STO<br>1010                             | DP                             | 7. Name PHONE #<br>Naomy Sicra | FAX#<br>955-1069 955-1 | 071                 | 14. R       | 14. RECORDS COORDINATOR (must be Authorized): |                                    |             |  |
| 15.<br>BOX #<br>(Temp)                          | DX # DESCRIPTION OF RECORDS R. |                                |                        | 17.<br>RAN<br>OF YE |             | 18.<br>DESTRUCTION<br>DATE                    | 19.<br>RECORI<br>SERIES TI<br>CODE | Colores - 1 | 20.<br>PERMANENT<br>BOX #<br>(Barcode label) |
|   | Board                          | Date 04/30/2024 - It           | em No 2.15             |                     |             |   |                                    |             | с.   |
| Final Tract Map No 37155 - Sched "A"            |                                |                                |                        |                     |             |   |                                    |             |  |
|   | SUBDIVISION                    | OF PARCEL B IN SEC             | 13,T5S, R6W S.B.M.     |                     |             |   |                                    |             |  |
| District 2                                      |                                |                                |                        |                     |             |   |                                    |             |  |
|   |                                |                                |                        |                     |             |   |                                    |             |  |
|   |                                |                                |                        |                     | v.          |   |                                    |             |  |
|   |                                |                                |                        |                     |             |   |                                    |             |  |
|   |                                |                                |                        |                     |             |   |                                    |             |  |
|   |                                |                                |                        |                     |             |   |                                    |             |  |
|   |                                |                                |                        |                     |             |   |                                    |             |  |
| 21. RECORDS RECEIVED BY:                        |                                |                                |                        |                     | 30. REMARKS |   |                                    |             |  |
| 22. TITLE 23. RECEIVED VIA:                     |                                |                                |                        | ]                   |             |   |                                    |             |  |
| 24. DATE RECEIVED: 5/1/24 25. TIME RECEIVED:    |                                |                                |                        |                     |             |   |                                    |             |  |
| 26. BOXES VERIFIED BY: 27. DATE BOXES VERIFIED: |                                |                                |                        |                     |             |   |                                    |             |  |
| 28. NAME\DATE SCANNED TO HOLDING AREA:          |                                |                                |                        | 29. NAME\DATE       | SCANNED     | TO LC   | DCATION:                           |             |  |

#### MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



<u>**2.2**</u> (MT 24645)

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Transportation and Land Management Agency/Transportation for the Approval of Final Tract Map 37155 a Schedule "A" Subdivision in the Cleveland National Forest area. District 2, is continued to Tuesday, April 30, 2024, at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes:Jeffries, Spiegel, Washington, Perez and GutierrezNays:NoneAbsent:None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on <u>April 9, 2024</u>, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors Dated: April 9, 2024 Kimberly A. Rector, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California. (seal) Deputy AGENDA NO. 2.2 xc: TMLA/Trans., COB

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



ITEM: 2.2 (ID # 23727) MEETING DATE: Tuesday, April 09, 2024

#### **FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37155 a Schedule "A" Subdivision in the Cleveland National Forest area. District 2. [Applicant Fees 100%] (Continued to April 30, 2024)

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

- 1. Approve the Improvement Agreements for Final Tract Map 37155 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 37155.

#### ACTION:Consent

Patricia Romo, Director of 28/2024 Transporta

MINUTES OF THE BOARD OF SUPERVISORS

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

| FINANCIAL DATA  | Current Fiscal Y | ear: | Next Fiscal Yea | ar: | Total Cost: |       | Ongoin   | g Cost |    |
|-----------------|------------------|------|-----------------|-----|-------------|-------|----------|--------|----|
| COST            | \$               | 0    | \$              | 0   | \$          | 0     |          | \$     | 0  |
| NET COUNTY COST | \$               | 0    | \$              | 0   | \$          | 0     |          | \$     | 0  |
| SOURCE OF FUNDS | Applicant        | Foos | 100%            |     | <br>Budge   | t Adj | ustment: | N/A    | ١. |
|                 | . Applicant      | 663  | 10078           |     | For Fis     | cal Y | ear:     | N/A    | 4  |

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### Summary

The Tentative Map of Tract Map 37155 was approved by the Board of Supervisors on August 4, 2020, as Agenda Item 21.1. Final Tract Map 37155 is a 24.24-acre subdivision creating 79 residential lots, 2 open space lots, 2 park lots and 2 basin lots in the Cleveland National Forest 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.

JEN SoCal 2 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 37155 \$1,747,000 for the completion of road and drainage improvements.

TR 37155 \$209,000 for the completion of the water system.

TR 37155 \$140,500 for the completion of the sewer system.

TR 37155 \$131,000 for the completion of the survey monumentation.

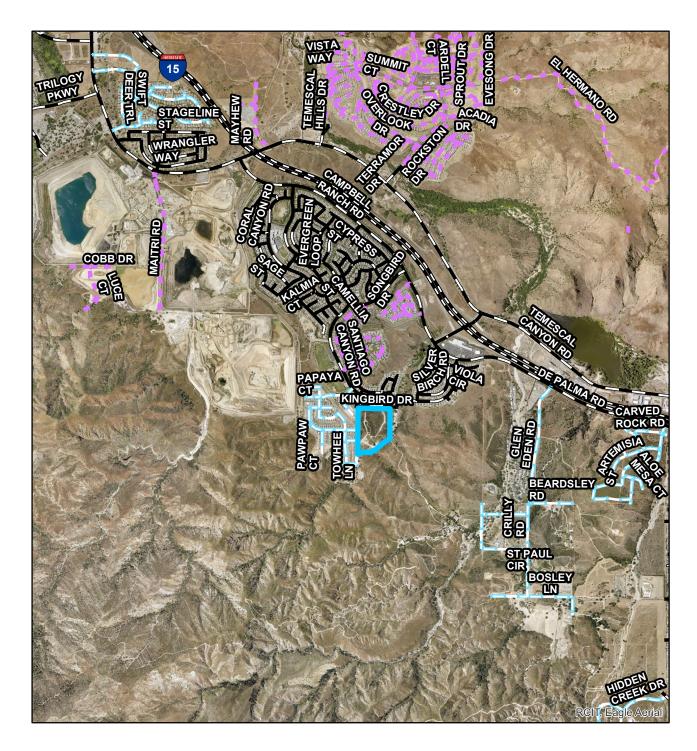
#### Additional Fiscal Information:

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

#### ATTACHMENTS:

TR 37155 Vicinity Map TR 37155 Improvement Agreement TR 37155 Mylars

Principal Management Analyst 3/5/2024 George Trindle, pr ASST COUNTY COUNSEL



## Legend

## Road Book Centerline

- 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 37155

Section 12, T.5S. R.6W.

## **Supervisorial District: 2**



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



BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 200004, RECORDED APRIL 6, 2021 AS DOCUMENT NO. 2021-0214235, AS PERFECTED BY DEED RECORDED APRIL 14, 2021 AS DOCUMENT NO. 2021-0234274. ALL OFFICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.



MARCH 2021

## 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 "F", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 14, 15, 80, 81 AND 84, AND OVER ALL OF LOTS 82 AND 85 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS OVER ALL OF LOT 84 AND LYING WITHIN LOT 81 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" OVER ALL OF BIORETENTION BASIN LOT 84 AND LYING WITHIN INFILTRATION BASIN LOT 81. AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 64 AND 82 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

WE HEREBY RETAIN THE SEWER EASEMENT INDICATED AS "SEWER EASEMENT" LYING WITHIN LOTS 14, 15, AND 80 AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE LANDSCAPE EASEMENT INDICATED AS "PRIVATE LANDSCAPE EASEMENT" LYING WITHIN LOT 81 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 80 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.

WE HEREBY RETAIN LOT 81 IN FEE INDICATED AS INFILTRATION BASIN, AND LOT 84 IN FEE INDICATED AS BIORETENTION BASIN AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 82 IN FEE INDICATED AS OPEN SPACE AND FUEL MOD AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES. OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 83 IN FEE INDICATED AS PARK AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 85 IN FEE INDICATED AS PARK AND 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: JEN SOCAL 2 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

n BY: PAUL ONUFER VICE PRESIDENT

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION, HOLDER OF RECORDED RIGHTS TO ACQUIRE THE PROPERTY PURSUANT TO A MEMORANDUM OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS RECORDED JUNE 9, 2023 AS INSTRUMENT NO. 2023-0166210 OF OFFICIAL RECORDS.

Ennifer L. O'Lean

## RECORDER'S STATEMENT

| FILED THIS DAY OF, 20 ATM.,                   |
|---|
| IN BOOKOF MAPS, AT PAGES,                     |
| AT THE REQUEST OF THE CLERK OF THE BOARD.     |
| NO  |
| FEE   |
| PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER |

SHEET 1 OF 10 SHEETS

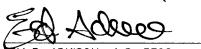
\_\_\_\_\_\_, DEPUTY BY:\_\_\_

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

## 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 JEN SOCAL 2 LLC ON FEBRUARY 26, 2014. 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.

-17-2024



EDY P. ADKISON L.S. 5390 EXPIRATION DATE: 9-30-24



## 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 NO. 37155 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON AUGUST 4, 2020 THE EXPIRATION DATE BEING AUGUST 4, 2023 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_, 2023

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



## BOARD OF SUPERVISOR'S STATEMENT

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

#### BENEFICIARY

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 9, 2023 AS DOCUMENT NO. 2023-0166209, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

VICKY GUELON JEAN L. O'LEAN ASSISTANT SECRETARY

#### NOTARY ACKNOWLEDGMENT

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

## STATE OF CALIFORNIA COUNTY OF LO ANALLS

| ONJanuary 19,2024 BEFORE ME | Nevine F. Ayod | A NOTARY PUBLIC PERSONALLY        |
|-----------------------------|----------------|-----------------------------------|
| APPEARED 0                  |                | , , , , , , , , , , , , , , , , , |
| FW                          | L Uniter       | , 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                   |
|---|
|   |
| PRINT NAME NEVINE - Ayod                            |
| SIGNATURE BUNNE F. ANOR                             |
| NOTARY PUBLIC, STATE OF CA COMMISSION NO .: 2334600 |
| MY COMMISSION EXPIRES: October 24, 2024             |
| COUNTY OF PRINCIPAL PLACE OF BUSINESS LON ANALLS    |
|   |

### NOTARY ACKNOWLEDGMENT

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

#### STATE OF CALIFORNIA COUNTY OF Riverside

ON 123124 BEFORE ME, MINGER LOVET , A NOTARY PUBLIC PERSONALLY APPEARED Jennifer L. O'Wary 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

PRINT NAME Ginger Lovet SIGNATURE NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2402317 MY COMMISSION EXPIRES: April 27, 2026

COUNTY OF PRINCIPAL PLACE OF BUSINESS Riverside

COUNTY STANDARDS.

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

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, ARE HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE LANDSCAPE EASEMENTS ARE HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AS PART OF COUNTY COMMUNITY FACILITIES DISTRICT NO. 23-4M, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: \_\_\_\_ \_\_, 2023

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KIMBERLY RECTOR CLERK OF THE BOARD OF SUPERVISORS

BY: CHAIRMAN OF THE BOARD OF SUPERVISORS , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 52,3000 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: February 7, 2023 2024

CASH OR SURETY BOND MATTHEW JENNINGS

COUNTY TAX COLLECTOR BY: AUDION MUCHy DEPUTY

## TAX COLLECTOR'S CERTIFICATE

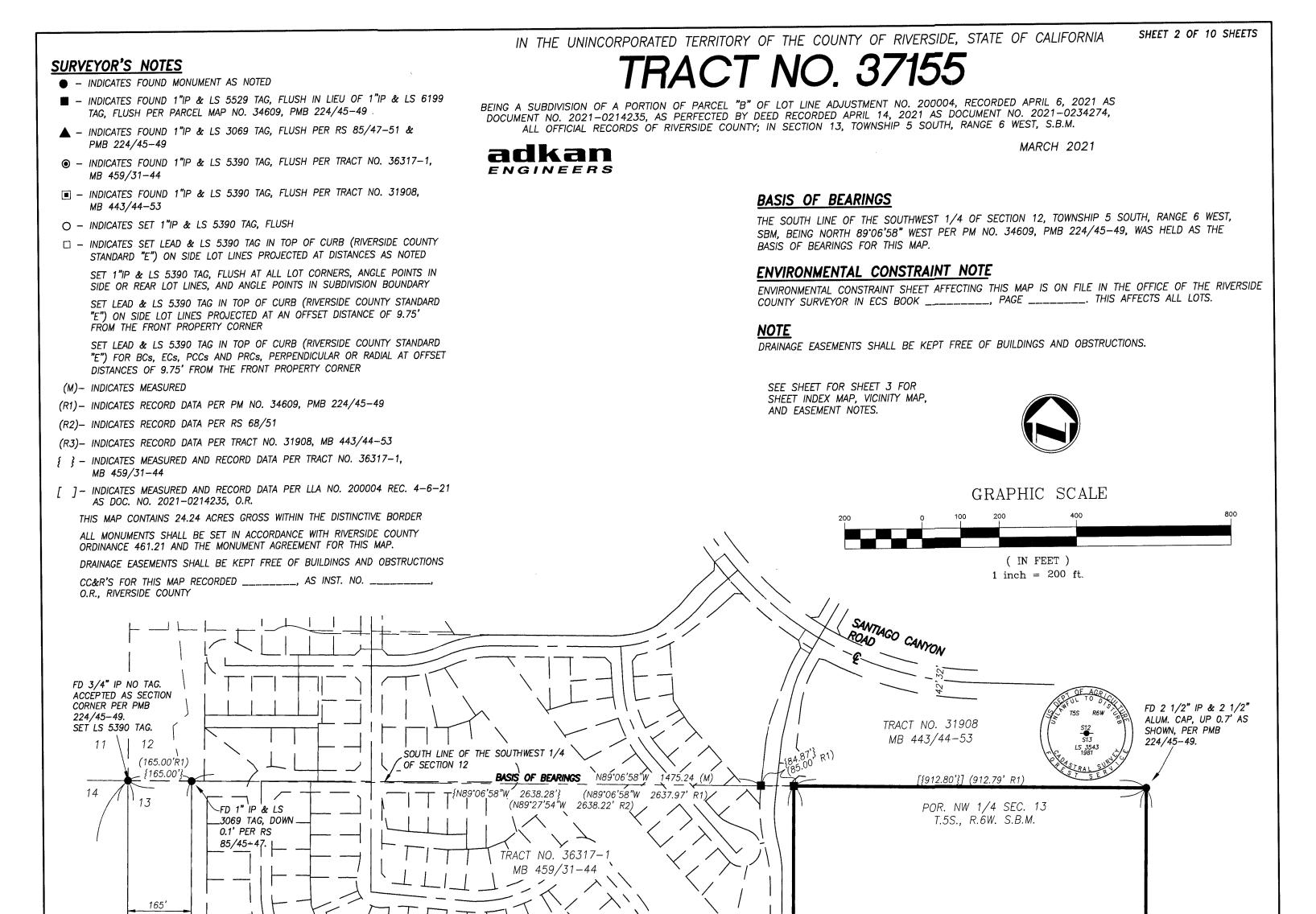
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A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

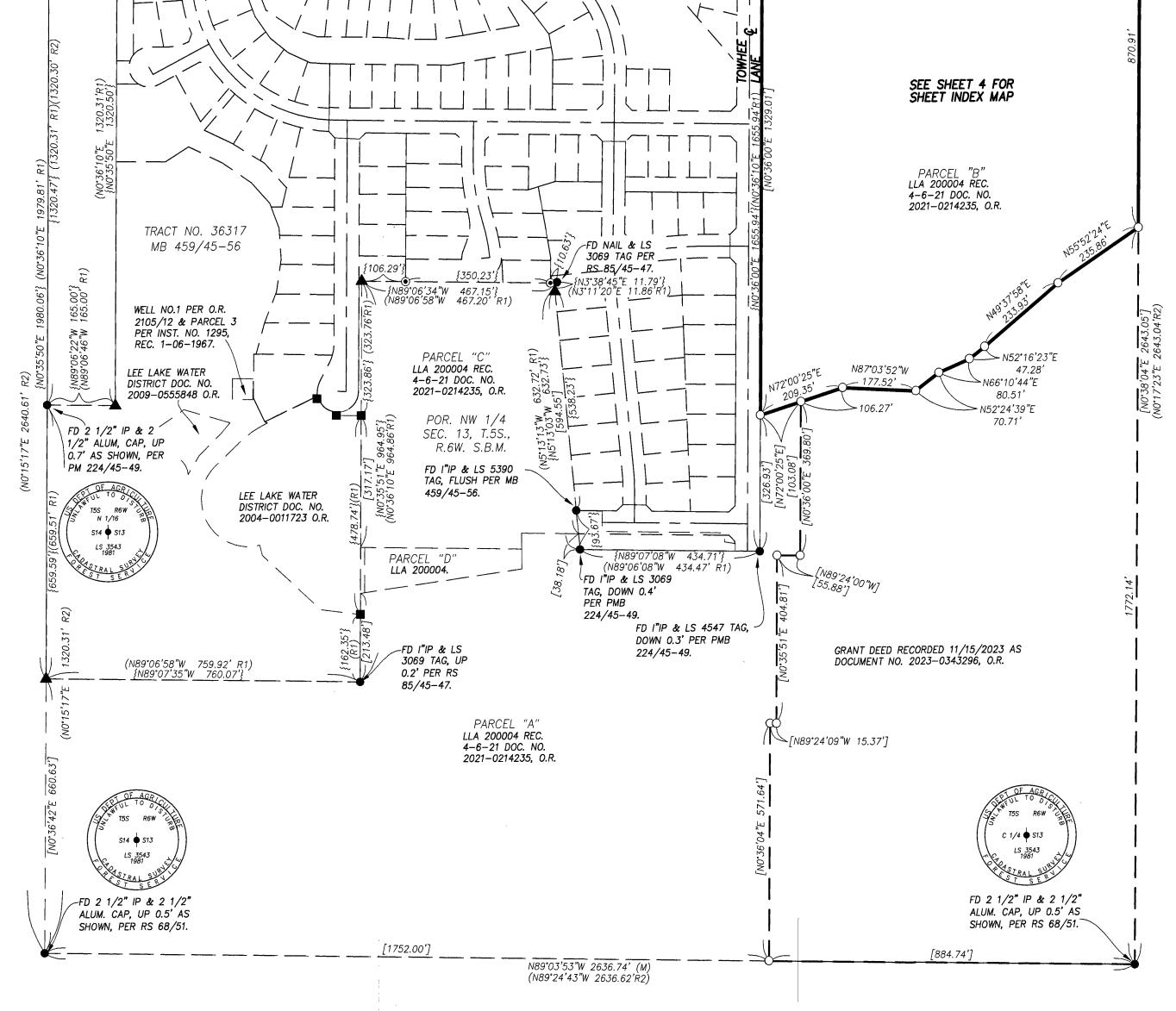
| MATTHEW JENNINGS<br>COUNTY TAX COLLECTOR |        | DATE: | February 7 |
|--|--------|-------|------------|
| BY: Pelamner,                            | DEPUTY |       |            |

2023

2024









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

SHEET 3 OF 10 SHEETS



BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 200004, RECORDED APRIL 6, 2021 AS DOCUMENT NO. 2021–0214235, AS PERFECTED BY DEED RECORDED APRIL 14, 2021 AS DOCUMENT NO. 2021–0234274, ALL OFFICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

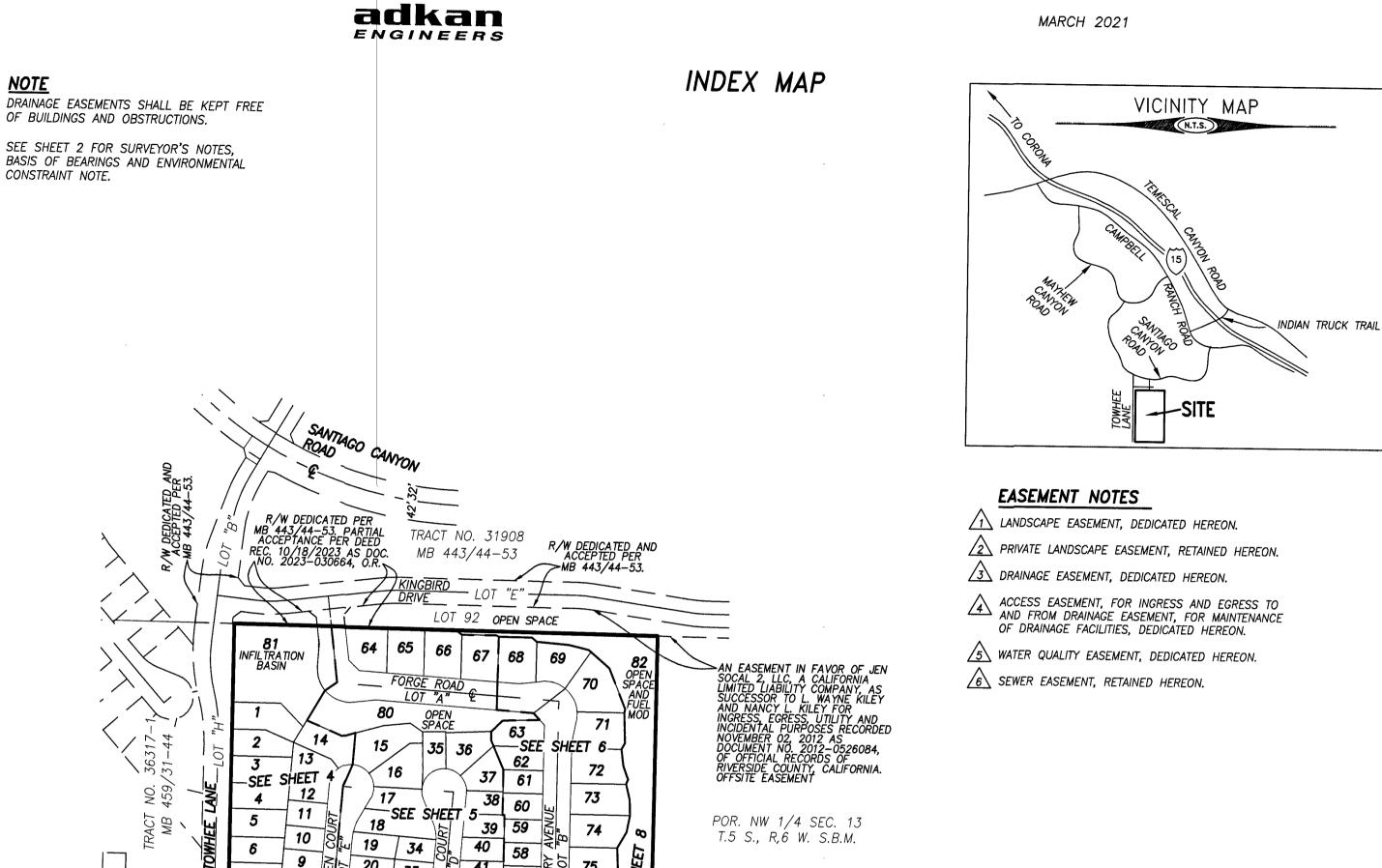
POR. NW 1/4 SEC. 13

T.5 S., R.6 W. S.B.M.



SEE SHEET 5-34 0 40

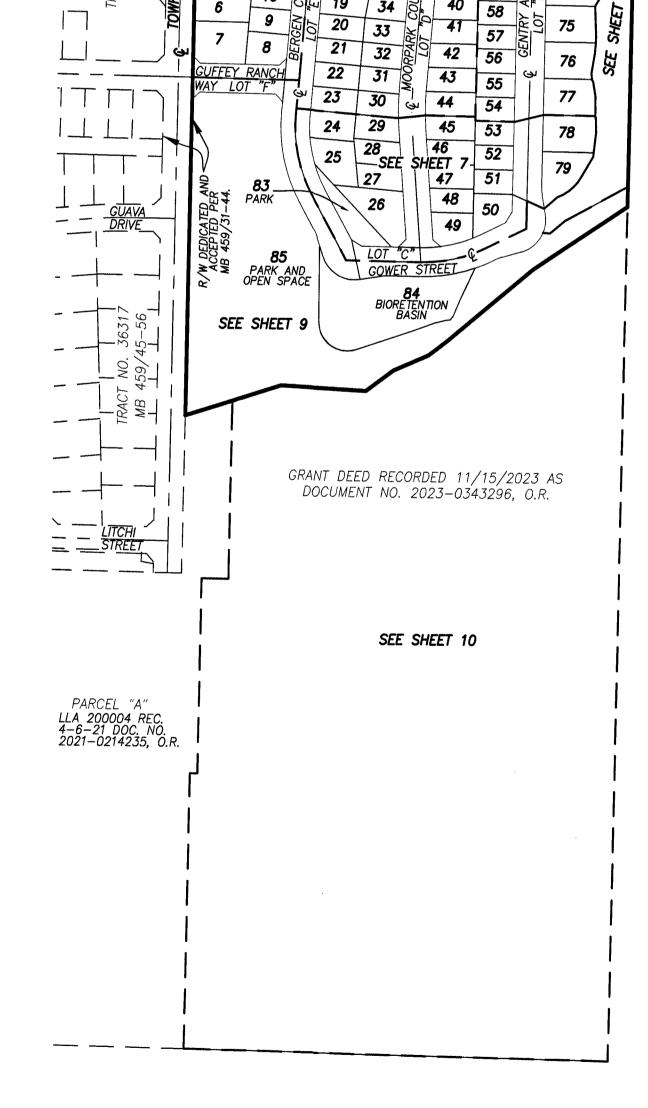
AVENUE "B"



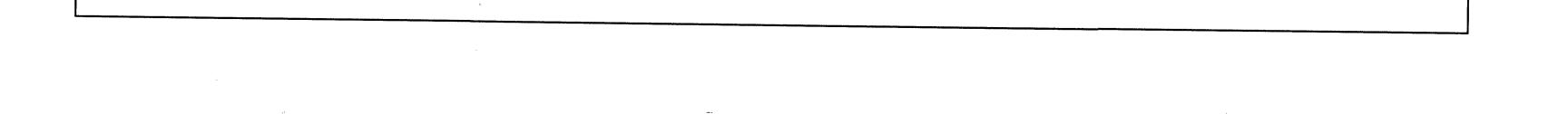
## <u>NOTE</u>

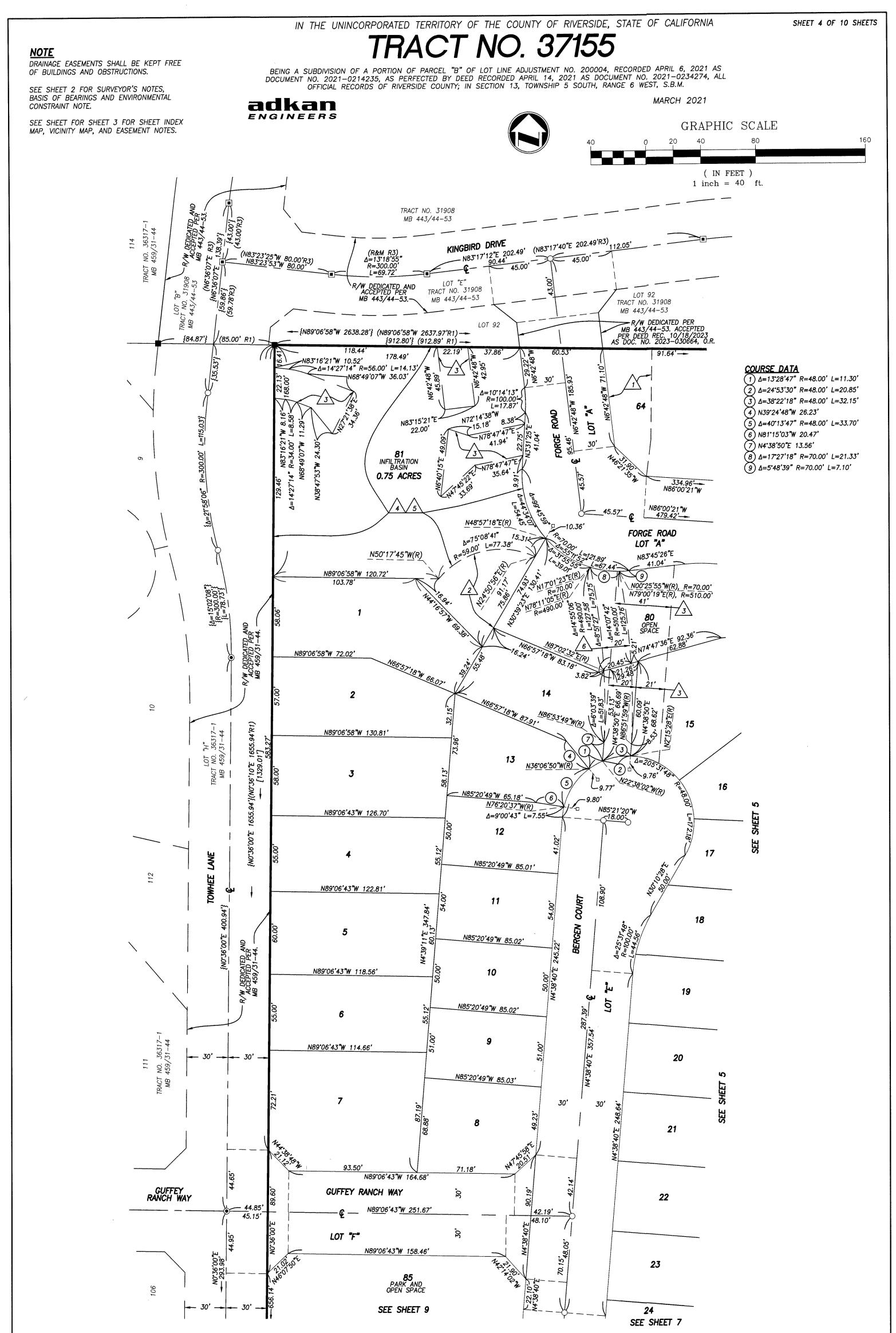
OF BUILDINGS AND OBSTRUCTIONS.

BASIS OF BEARINGS AND ENVIRONMENTAL CONSTRAINT NOTE.

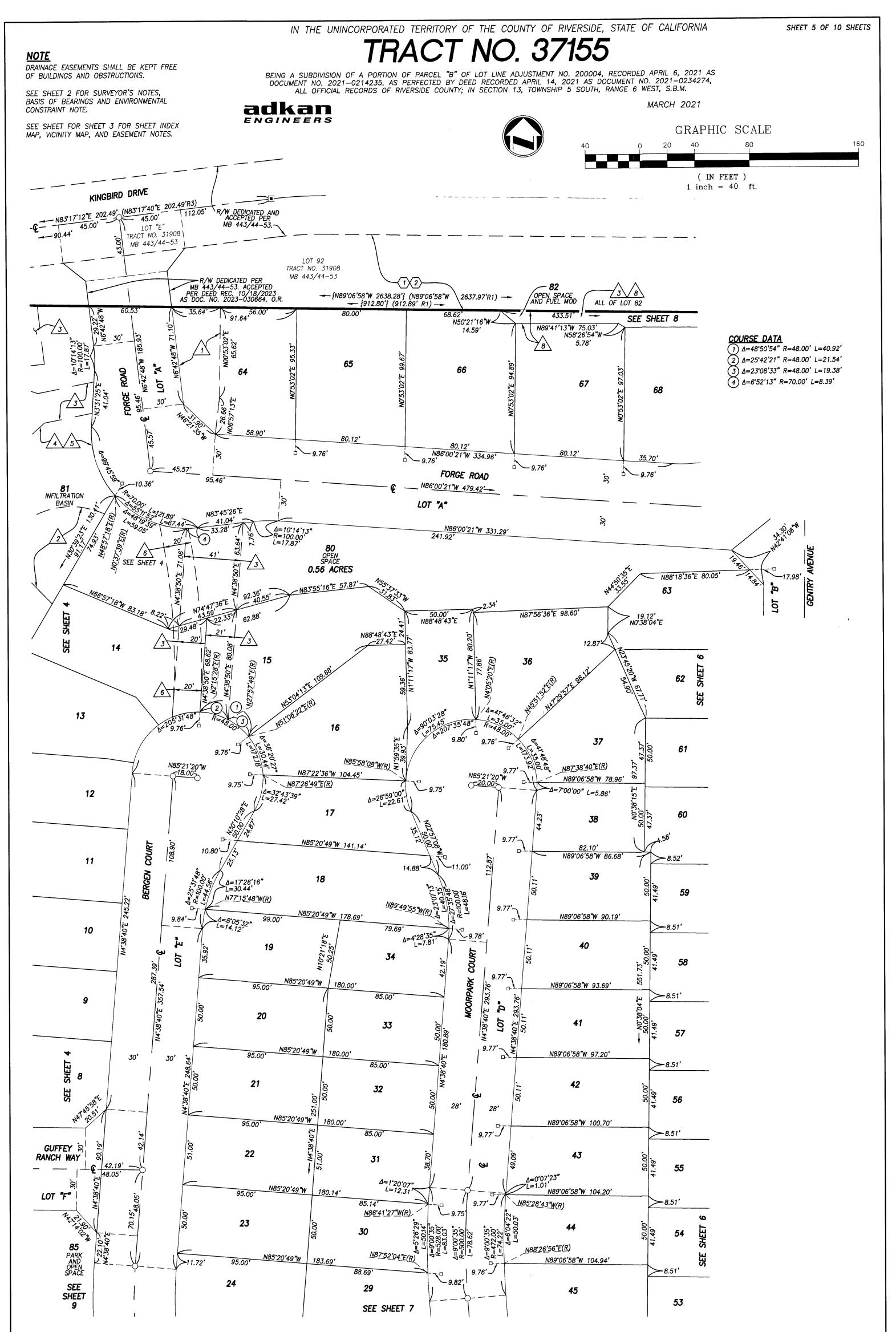


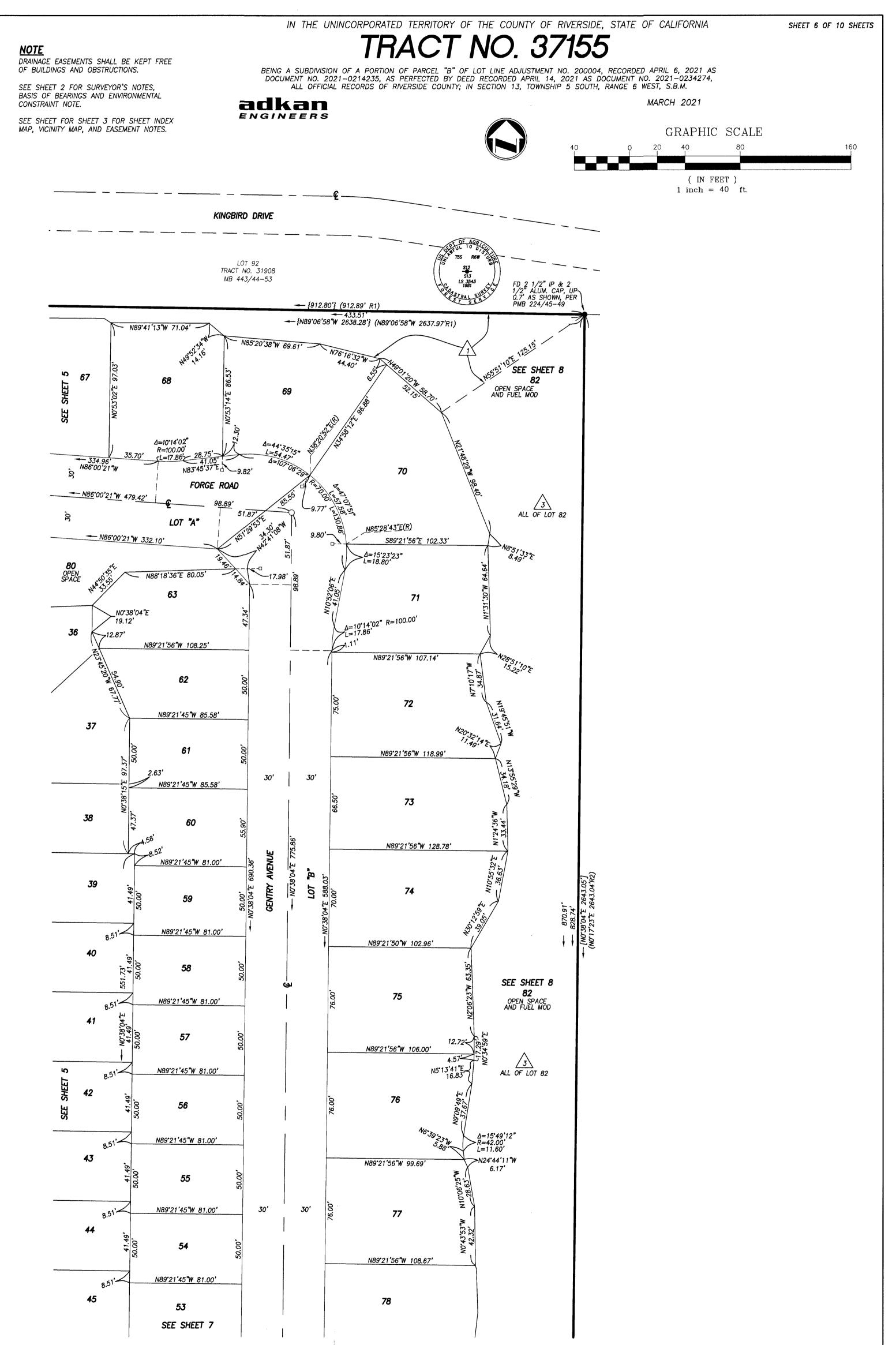


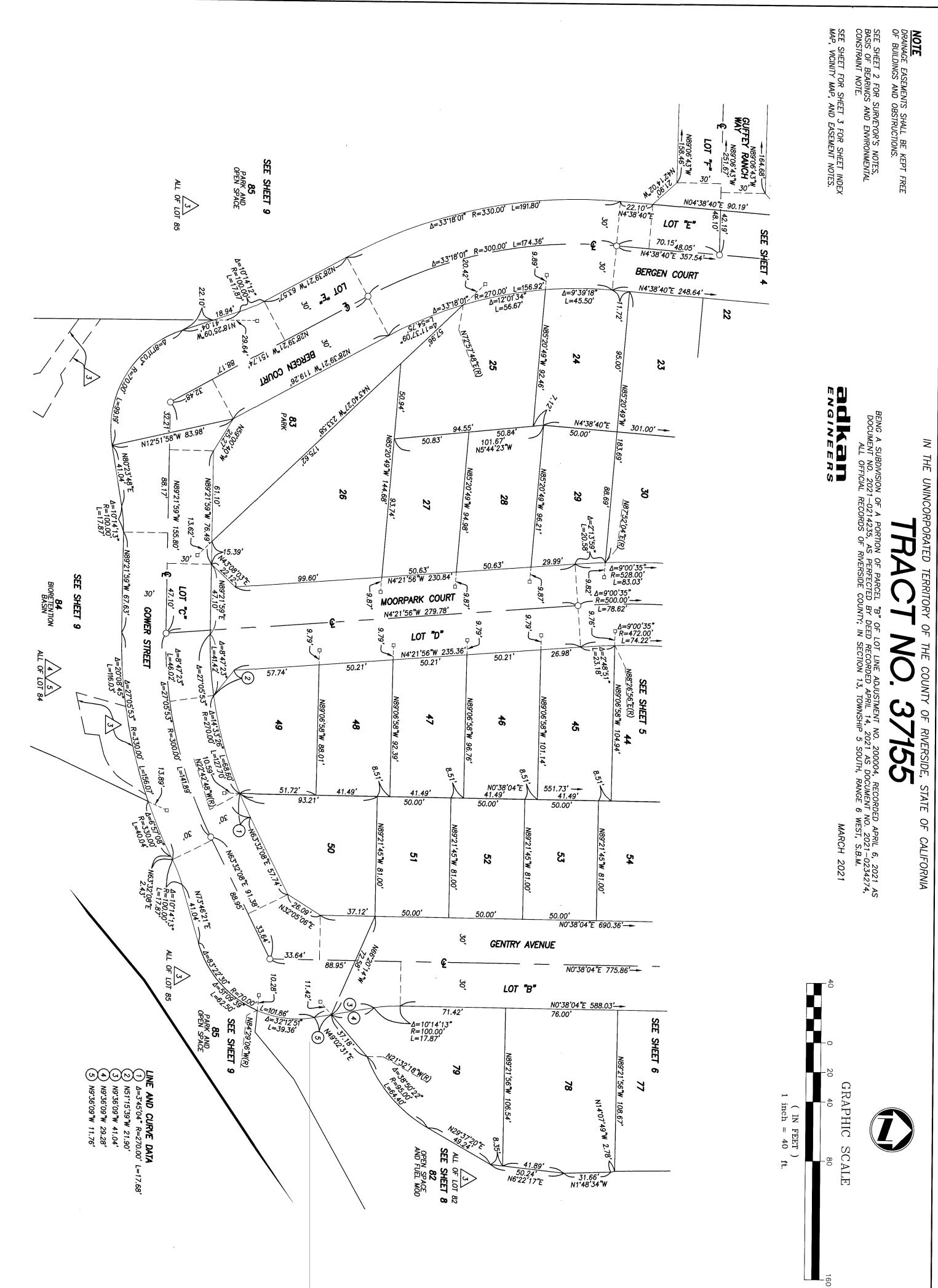






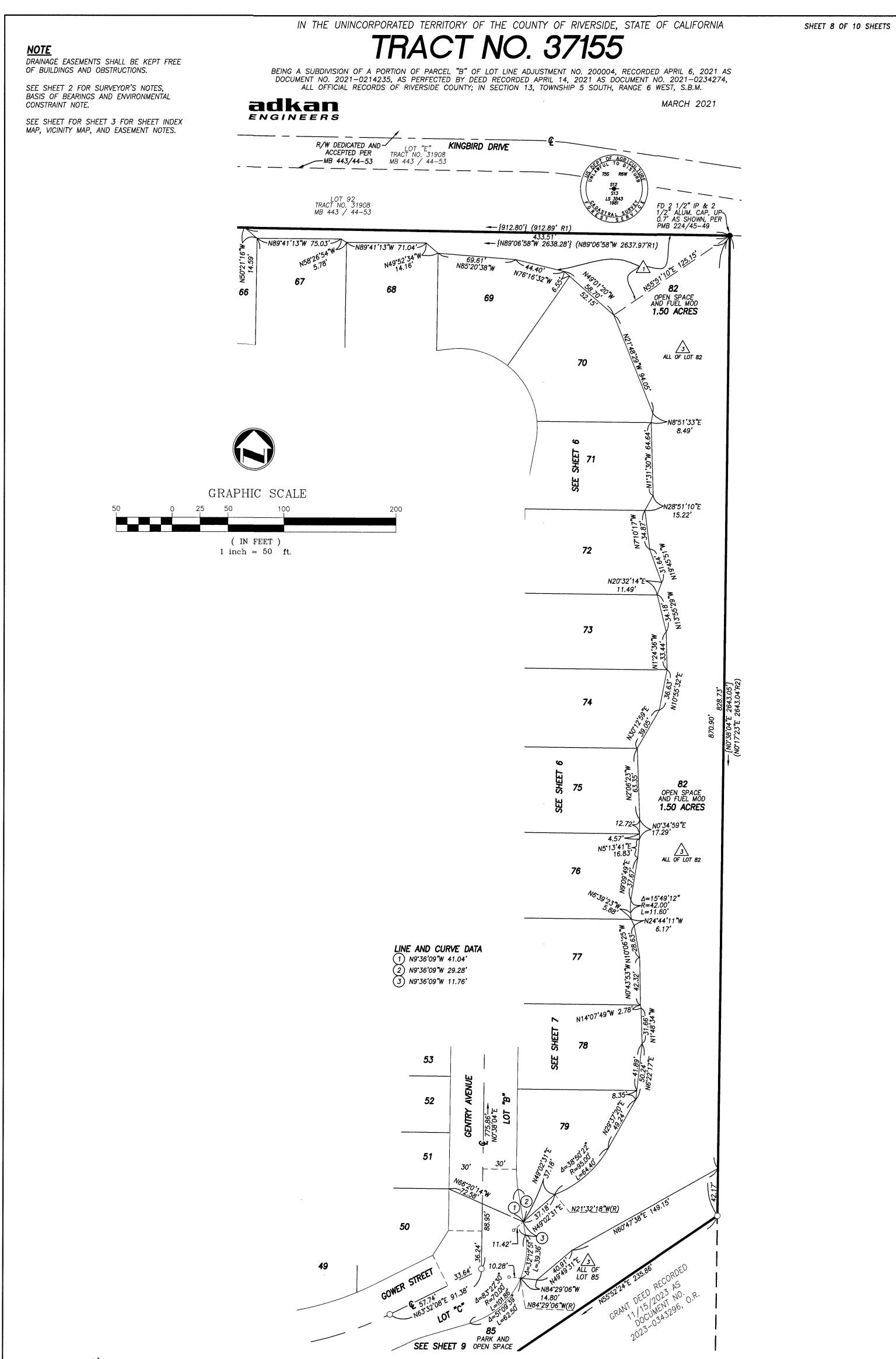




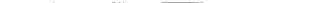


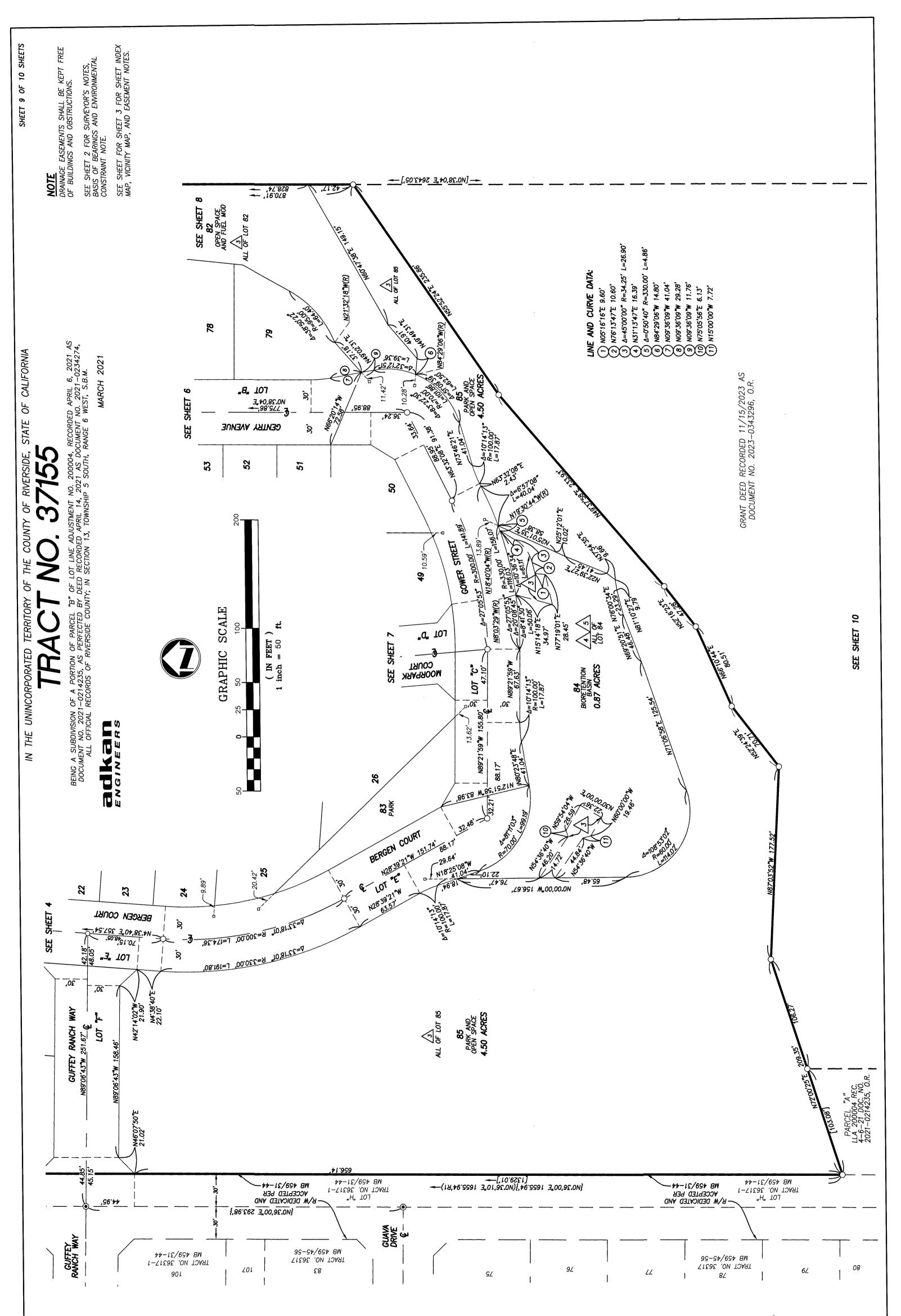
SHEET 7 S 10 SHEETS





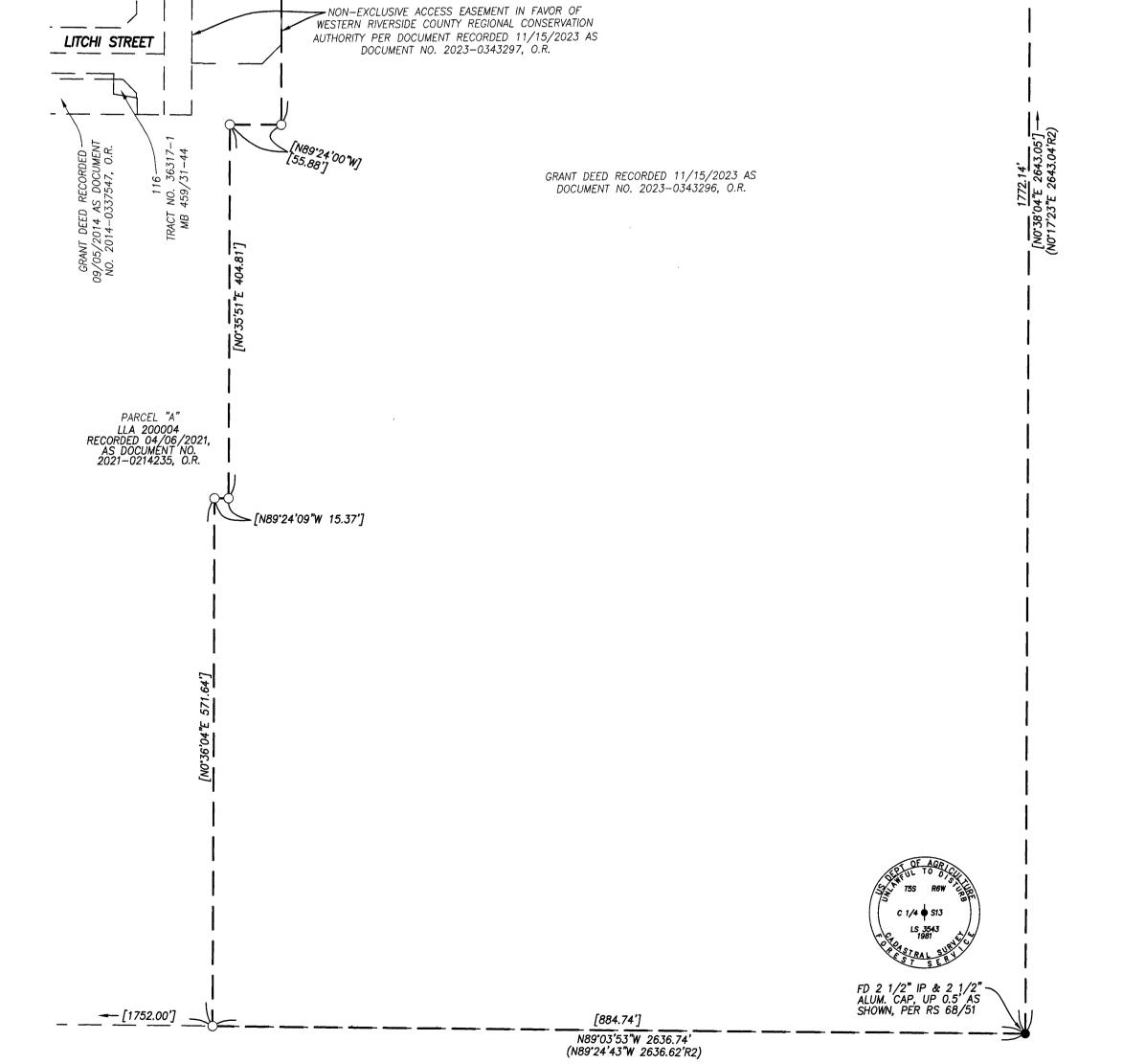








IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA SHEET 10 OF 10 SHEETS TRACT NO. 37155 <u>NOTE</u> DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS. BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 200004, RECORDED APRIL 6, 2021 AS DOCUMENT NO. 2021–0214235, AS PERFECTED BY DEED RECORDED APRIL 14, 2021 AS DOCUMENT NO. 2021–0234274, ALL OFFICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M. SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS AND ENVIRONMENTAL CONSTRAINT NOTE. MARCH 2021 adkan SEE SHEET FOR SHEET 3 FOR SHEET INDEX MAP, VICINITY MAP, AND EASEMENT NOTES. GRAPHIC SCALE 400 200 100 50 100 ( IN FEET ) 1 inch = 100 ft.**85** PARK AND OPEN SPACE ALL OF LOT 85 SEE SHEET 9 84 BIORETENTION BASIN 85 ALL OF LOT 85 52°16'23"E PARK AND OPEN SPACE 47.28' 52°24'39"E N66'10'44"E ~ 78 N87'03'52"W 177.52 79 36317 45-56 80 459 LANE TRACT MB 4 81 TOWHEE 82





## ENVIRONMENTAL CONSTRAINT SHEET

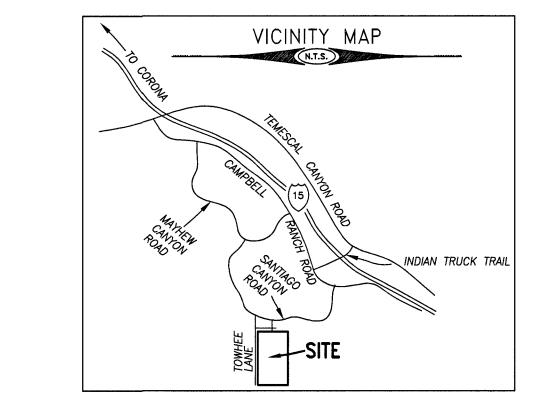
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 37155

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 200004, RECORDED APRIL 6, 2021 AS DOCUMENT NO. 2021–0214235, AS PERFECTED BY DEED RECORDED APRIL 14, 2021 AS DOCUMENT NO. 2021–0234274, ALL OFFICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.



MARCH 2021



## ENVIRONMENTAL CONSTRAINT NOTES

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

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

PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE DEVELOPER SHALL PREPARE AND SUBMIT TO THE FIRE DEPARTMENT FOR APPROVAL A FIRE PROTECTION/VEGETATION MANAGEMENT THAT SHOULD INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING ITEMS: A) FUEL MODIFICATION TO REDUCE FIRE LOADING. B) APPROPRIATE FIRE BREAKS ACCORDING TO FUEL LOAD, SLOPE AND TERRAIN. C) NON FLAMMABLE WALLS ALONG COMMON BOUNDARIES BETWEEN REAR YARDS AND OPEN SPACE. D) AN OWNERS' ASSOCIATION OR APPROPRIATE DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FIRE PROTECTION MEASURES WITHIN THE OPEN SPACE AREAS. ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENT, SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

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

THE LAND DIVISION IS LOCATED IN THE "HAZARDOUS FIRE AREA" OF RIVERSIDE COUNTY AS SHOWN ON A MAP ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS. ANY BUILDING CONSTRUCTED ON LOTS CREATED BY THIS LAND DIVISION SHALL COMPLY WITH THE SPECIAL CONSTRUCTION PROVISIONS CONTAINED IN RIVERSIDE COUNTY ORDINANCE 787.

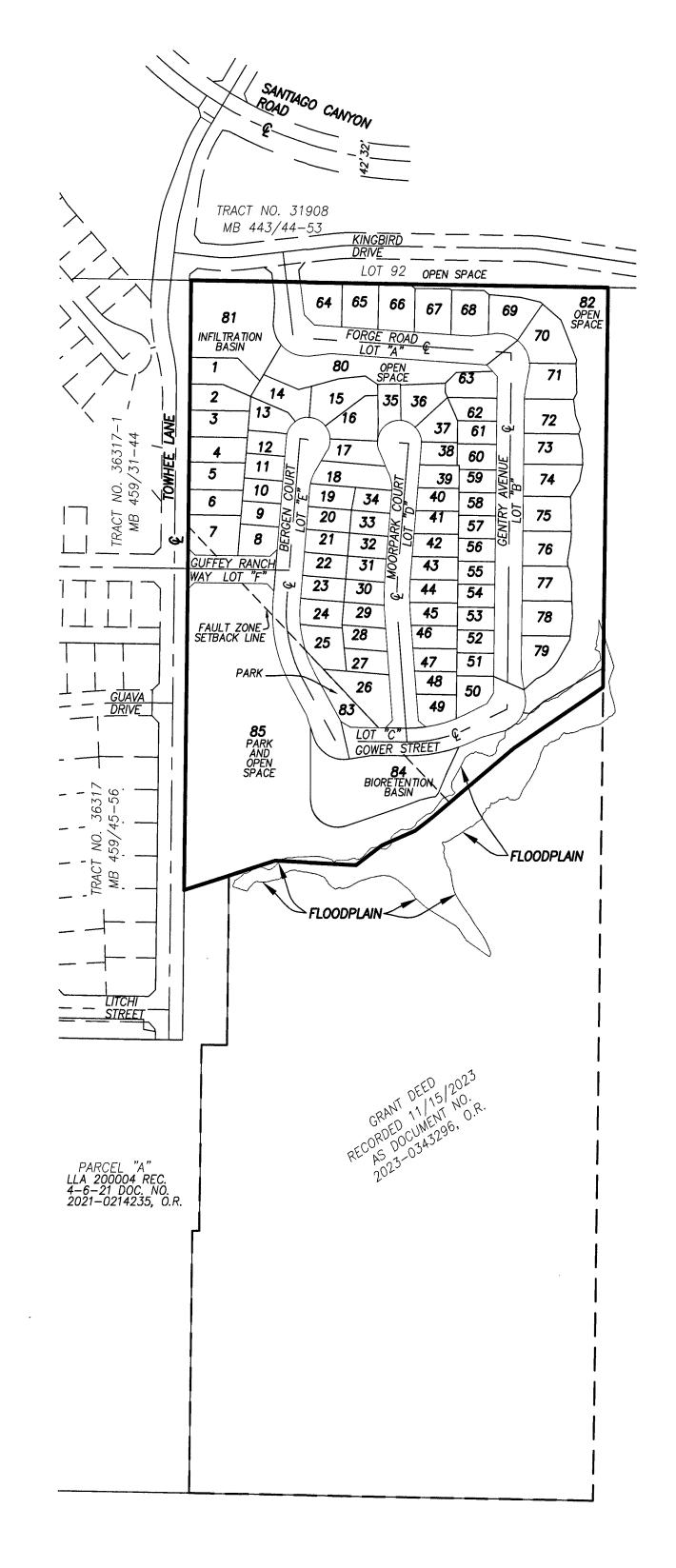
THE APPLICANT OR DEVELOPER SHALL PROVIDE WRITTEN CERTIFICATION FROM THE APPROPRIATE WATER COMPANY THAT THE REQUIRED FIRE HYDRANTS ARE EITHER EXISTING OR THAT FINANCIAL ARRANGEMENTS HAVE BEEN MADE TO PROVIDE THEM.



DRAINAGE EASEMENTS SHALL BE KEPT FREE

OF BUILDINGS AND OBSTRUCTIONS.

NOTE



SHEET 1 OF 1 SHEETS

FLOODPLAINS AND WATERCOURSES MUST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS INCLUDING FILL. FLOW OBSTRUCTING FENCING (E.G. CHAIN–LINK, BLOCK WALL) SHALL NOT BE ALLOWED.

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

A DEVELOPMENT DESIGN MANUAL HAS BEEN ADOPTED FOR THIS LAND DIVISION BY THE COUNTY OF RIVERSIDE. PROCEDURES REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS INCLUDE, BUT ARE NOT LIMITED TO, REVIEW OF LOT BUILDING PLANS AND ARCHITECTURE BY THE PLANNING DEPARTMENT OR EQUIVALENT FOR CONFORMANCE WITH THIS MANUAL. LOT PURCHASERS SHOULD REVIEW THE DEVELOPMENT DESIGN MANUAL PRIOR TO COMMENCING HOME DESIGN OR PURCHASE OF MOBILEHOME OR MANUFACTURED DWELLINGS. THE DEVELOPMENT DESIGN MANUAL IS ON FILE IN THE OFFICE OF THE PLANNING DEPARTMENT.

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

PRIOR TO CLEARING OR CONSTRUCTION, HIGHLY VISIBLE BARRIERS (E.G., ORANGE CONSTRUCTION FENCING) WILL BE INSTALLED ALONG THE BOUNDARIES OF THE PROJECT FOOTPRINT. ALL CONSTRUCTION EQUIPMENT SHOULD BE OPERATED IN A MANNER TO PREVENT ACCIDENTAL DAMAGE TO AREAS TO AREAS OUTSIDE THE PROJECT FOOTPRINT. NO STRUCTURE OF ANY KIND, OR INCIDENTAL STORAGE OF EQUIPMENT OR SUPPLIES, WILL BE ALLOWED WITHIN THESE PROTECTED ZONES. SILT FENCE BARRIERS WILL BE INSTALLED AT THE PROJECT BOUNDARY TO PREVENT ACCIDENTAL DEPOSITION OF FILL MATERIAL IN AREAS WHERE VEGETATION IS ADJACENT TO PLANNED GRADING ACTIVITIES.

ALL EQUIPMENT MAINTENANCE, STAGING, AND DISPENSING OF FUEL, OIL, OR ANY OTHER SUCH ACTIVITIES WILL OCCUR IN DEVELOPED OR DESIGNATED NON-SENSITIVE UPLAND HABITAT AREAS. THE DESIGNATED UPLAND AREAS WILL BE LOCATED IN SUCH A MANNER AS TO PREVENT ANY SPILL RUNOFF FROM RIVERINE AREAS.

A BIOLOGIST WILL MONITOR CONSTRUCTION FOR THE DURATION OF THE PROJECT TO ENSURE THAT VEGETATION REMOVAL, BEST MANAGEMENT PRACTICES (BMP), AND ALL AVOIDANCE AND MINIMIZATION MEASURES ARE PROPERLY CONSTRUCTED AND FOLLOWED.

NIGHT LIGHTING SHALL BE DIRECTED AWAY FROM THE MSHCP CONSERVATION AREA TO PROTECT SPECIES WITHIN THE MSHCP CONSERVATION AREA FROM DIRECT NIGHT LIGHTING. SHIELDING SHALL BE INCORPORATED IN PROJECT DESIGNS TO ENSURE AMBIENT LIGHTING IN THE MHSCP CONSERVATION AREA IS NOT INCREASED.

PROPOSED NOISE-GENERATING ACTIVITIES AND LAND USES AFFECTING THE MSHCP CONSERVATION AREA SHALL BE MINIMIZED BY INCORPORATING SETBACKS, BERMS, WALLS, OR OTHER NOISE REDUCTION METHODS PER APPLICABLE GUIDELINES RELATED TO RESIDENTIAL NOISE STANDARDS.



GRAPHIC SCALE

( IN FEET ) 1 inch = 200 ft.

400

800



.

#### **Riverside County Board of Supervisors Request to Speak**

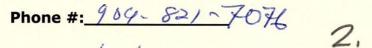
Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Orufe

Address:\_\_

(only if follow-up mail response requested)

\_Zip:\_\_\_ City:



Date: 4/30/24 Agenda # 2,15

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_Oppose Neutral Support

I give my 3 minutes to:

(Revised: 08/16/2022)