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



ITEM: 2.11 (ID # 24940) MEETING DATE: Tuesday, May 21, 2024

FROM:

TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Parcel Map 37990 a Schedule "E" Subdivision in the French Valley area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION:

- 1. Approve the Improvement Agreements for Final Parcel Map 37990 as approved by County Counsel;
- 2. Approve the Final Map; and
- 3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Parcel Map 37990.

5/15/2024

ACTION:Consent

Dennis Acuna, Director of Transportation

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 None Kimberly A. Rector Clerk of the Board

By: Marmu

Absent: Date:

May 21, 2024

XC:

Trans.

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Y	'ea	r:	Total Cost:			Ongoin	g Cost	
COST	\$	0	\$		0		\$	0		\$	0
NET COUNTY COST	\$	0	\$;	0		\$	0		\$	0
SOURCE OF FUNDS	S. Applicant	Foos	100%			Budg	jet	Adjı	ustment:	N/A	4
SOUNCE OF TOND	. Applicant	1 663	10076			For F	is	cal Y	ear:	N/A	Α

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Tentative Parcel Map of 37990 was approved by Planning Commission on September 7, 2022, as Action Item 4.1. Final Parcel Map 37990 is a 2.16-acre subdivision creating 2 parcels 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 parcel map.

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

PM 37990 \$159,500 for the completion of road and drainage improvements.

PM 37990 \$5000 for the completion of the water system.

PM 37990 \$3000 for the completion of the sewer system.

Additional Fiscal Information:

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

ATTACHMENTS:

PM 37990 Vicinity Map PM 37990 Mylars PM 37990 Improvement Agreements

Jason Farin Principal Management Analyst 5/16/2024

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 hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 37990, 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 Three Thousand and no/100 Dollars (\$3,000.00).

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

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

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

Agreement for the Construction of Sewer System Improvements Parcel Map 37990
Page 1

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

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

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

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

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

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

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

By

Print Name

Construction Engineer
Riverside County Transportation Dept.

4080 Lemon Street, 8th Floor
Riverside, CA 92501

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

By

Print Name
Dawood Beshay
Title

Tanaging Hember

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of San Dilgo On March 20, 2024 before me, Olivia Solis, Notary Public Here Insert Name and Title of the Officer personally appeared Dawood Beshay

Name(#) 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(\$) 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. **OLIVIA SOLIS** lotary Public - California Riverside County WITNESS my hand and official seal. Commission # 2393622 Comm. Expires Feb 10, 2026 Place Notary Seal and/or Stamp Above Signature of Notary Public **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: _____ ____Number of Pages: ___ Document Date: 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 ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator □ Trustee

□ Other:

Signer is Representing: ____

Signer is Representing: _____

□ Other:

COUNTY OF RIVERSIDE SIGNATURE PAGE

By CHUCK WASHINGTON, CHAIR Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By: Many Company Compa

APPROVED AS TO FORM

County Counsel

By B

Revised 09/01/2020

Agreement for the Construction of Sewer System Improvements Parcel Map <u>37990</u> Page 4

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 _	DMSD	DIODECTU LLC		
hereinafter called Contractor.		13.01		

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 37990, 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 paying of any roadway. The estimated cost of said work and improvements is the sum of Five Thousand and no/100 Dollars (\$5,000.00).

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 Parcel Map <u>37990</u>
Page 1

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

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

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

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

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

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

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

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

County Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor	DMSD property of C 41760 Ivy St. Ste#201 Murrieta, CA 92562
Riverside, CA 92501 IN WITNESS WHEREOF, Contractor has aff	
	By
	Print Name Dawood Be shay Title Yanaging Yember
	Ву

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

Print Name

A notary public or other officer completing this certificate verificate which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of RIVEYSIDE	
	Here Insert Name and Title of the Officer
personally appeared	Beshay
r	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
OLIVIA SOLIS Notary Public - California Riverside County Commission # 2393622 My Comm. Expires Feb 10, 2026	WITNESS my hand and official seal. Signature
Place Notary Seal and/or Stamp Above	Signature of Notary Public
OPTIC	551 2007 2005
	deter alteration of the document or 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: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian or Conservator Other:
Signer is Representing:	Signer is Representing:

COUNTY OF RIVERSIDE SIGNATURE PAGE

By CHUCK WASHINGTON, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR, Clerk of the Board

By: Many Li Deputy

APPROVED AS TO FORM

County Counsel

By B

Revised 09/01/2020

Agreement for the Construction of Water System Improvements Parcel Map <u>37990</u> Page 4

MAY 2 1 2024 2.11

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 hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 37990, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One Hundred Fifty-Nine Thousand Five Hundred and no/100 Dollars (\$159,500.00).

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 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 Parcel Map <u>37990</u> Page 1

MAY 2 1 2024 2.11

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:

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

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

By
Print Name Dawood Beshay
Title Yanaging Member
By
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

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 RIVEYSICE On March 26, 2024 before me, Olivia Solis, Notary Public Here Insert Name and Title of the Officer personally appeared Dawood Beshay 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/he/r/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 OLIVIA SOLIS paragraph is true and correct. Notary Public - California Riverside County WITNESS my hand and official seal. Commission # 2393622 Comm. Expires Feb 10, 2026 Signature Place Notary Seal and/or Stamp Above Signature of Notary Public - 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: Number of Pages: ____ Document Date: 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 ☐ Guardian or Conservator ☐ Trustee □ Guardian or Conservator □ Trustee ☐ Other: □ Other: _

Signer is Representing: ____

Signer is Representing: _____

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

Bv

CHUCK WASHINGTON, CHAIR

Board of Supervisors

ATTEST:

KIMBERLY RECTOR,

Clerk of the Board

Deputy

APPROVED AS TO FORM

County Counsel

By B

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements Parcel Map <u>37990</u> Page 4

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

PARCEL MAP NO. 37990

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 01979, RECORDED JULY 21, 2016 AS INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M.

COMMERCIAL DEVELOPMENT RESOURCES

FEBRUARY 2024

FOR IIN

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CLEAR

ELOW IS

TION OF Y AND TRAVEL. RMINATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DMSD PROPERTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON MARCH, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE/WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 03/27/24



AS

COUN

THIS MAP I I HEREBY S SUBSTANTIN AMENDED, N SEPTEMBER

DATED:



EEN EXECUTED AND IS FILED
, CONDITIONED UPON THE
CIAL ASSESSMENTS COLLECTED
CORDER ARE A LIEN AGAINST
/ED BY SAID BOARD OF

N EXCLUDES ANY ASSESSMENTS NOT ENDED

A CREEK/MURRIETA VALLEY THE COUNTY OF RIVERSIDE Q. OF THE GOVERNMENT CODE

E 460, PAYMENT OF THE ND WATER CONSERVATION FOR SAID PARCELS, WHICHEVER UANCE OF EITHER THE GRADING T AT THE TIME OF ISSUANCE

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE. STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HE REBY APPROVES THIS PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION OF THE 25 TRANSPORTATION EASEMENT FOR THE PURPOSE OF VESTING TITLE IN THE COUNTY OF RIVERSIDE ON BEHALF OF THE PUBLIC FOR PUBLIC ROAD AND UTILITY PURPOSES AND SUBJECT TO IMPROVEMENTS, IN ACCORDANCE WITH STATE STANDARDS, WILL BE INCLUDED INTO THE STATEMA INTAINED ROAD SYSTEM PURSUANT TO SECTION 233 OF THE STREETS AND HIGHWAYS CODE BY THE UNDERSIGNED ON BEHALF OF THE BOARD OF SUPERVISORS PURSUANT TO THE AUTHORITY CONTAINED IN COUNTY ORDINANCE NO. 669. THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS IS ALSO HEREBY ACCEPTED

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR
CLERK OF THE BOARD, OF SUPERVISORS

BY: Magny Li, 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 \$ 9.900.000

DATE MAY 6, 20254

MATTHEW JENNINGS COUNTY TAX COLLECTOR

, DEPUTY

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

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

1.	Work Order	#

1. Page--- of----

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

	DEPARTMENTAL INFORMATION								
3. DEPARTMENT Clerk of the Board of Supervisors					8. OR	G.#		10. D	ATE 05/22/2024
4. ORGANIZATION County of Riverside					9. ACCOUNT# 11. MEDIA CODE				MEDIA CODE
5. ADDRESS	4080 Le	emon St., Room	127		12. NO. OF BOXES TRANSFERRED				
CITY	Riversi	de, Ca. 92501			13. RECORDS TRANSFERRED BY:				
6. MAIL STO 1010	Р .	7. Name PHONE # Naomy Sicra 9	FAX# 055-1069 955-10	071	14. RECORDS COORDINATOR (must be Authorized):				Authorized):
15. BOX # (Temp)		SCRIPTION OF RECORDS same as records series title o	n schedule	17. RAN OF Y	GE EARS	18. DESTRUCTION DATE	19. RECOR SERIES TI CODE	TLE	20. PERMANENT BOX # (Barcode label)
	Board Date 05/21/2024 - Item No 2.11								
	Final Parcel Map No 37990 - Sched "E"								
	SUBDIVISION OF PARCEL "A" WITHIN SECTION 6, TWONSHIP 7 SOUTH, RANGE 2 WEST								
	District 2								
					-				
									2_
									7974
									3
21. RECORDS RECEIVED BY:					30. REMARKS				
22. TITLE		9	23. RECEIVED VIA:						
24. DATE RE	ECEIVED: 5-29	2.24	25. TIME RECEIVED:	0!13					Φ
26. BOXES	VERIFIED BY:		27. DATE BOXES VERIFI	ED:			00		
28. NAME\I	DATE SCANNED TO	HOLDING AREA:				29. NAME\DATE	SCANNED	TO LO	OCATION:



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

SOARD APPROVAL REQUIRED: COUNTY COUNSEL APPROVAL:	600 COSC -	AGREEM	1ENT/CONTRACT	NO.:		
REQUESTED BOARD DATE: 5	/21/2024		CAN IT GO AT A I	ATER DATE: □YES □NO		
-						
☐ AMENDMENT	NO.	☐ CHAN	GE ORDER	NO.		
☐ RESOLUTION	NO.		NANCE	NO.		
☐ AWARD PACKAGE	⊠ FINAL MAP	☐ ACQU	ISITION/EDA	☐ ADVERTISEMENT PACKAGE		
☐ OTHER:		SUPERVI	SORIAL DISTRICT: 1			
PROJECT/SUBJECT:						
FINAL PARCEL MAP NO: 379	90 (Schedule "E")					
DESCRIPTION: APPROVAL OF	FINAL PARCEL MAP AND IN	/PROVEMI	ENT AGREEMENTS			
				- A STATE OF THE S		
CONTRACTING PARTY: GINA	A NESS		W.O. NO.:	W.O. NO.: FPM37990 (TC-SU21)(DBF)		
PROJECT MANAGER: GINA	NESS		EXTENSION	: 5-6711		
FORM 11 AUTHOR/CONTACT: GINA NESS			EXTENSION	1:		
FISCAL						
AMOUNT: \$ (0)			CHANGE O	RDER AMOUNT: \$		
FUNDING SOURCE (S): Appli	icant Fees		FUNDING S	OURCE(S):		
ROUTING						
SPECIAL ROUTING INSTRUC	TIONS (e.g., who receives o	riginal agr	eements, companio	on item, rush, etc.):		
				BE EXECUTED BY THE CHAIR OF S THE 2 REMAINING COPY TO		
THE FINAL PARCEL MAP IS T	O BE DELIVERED TO THE CO	UNTY REC	ORDER.			
MINUTETRAQ (MT) NO:	TRANS TRACKING ID:		DATE RECEIVED:	INITIALS:		
24940						
		Т				
BOARD AGENDA DATE:			BOS ITEM NUMBE	R:		



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 Parcel Map 37990

Section 6, T.7S. R.2W.

Supervisorial District: 3



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 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: TRANSPORTATION EASEMENT (25'). THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. AS A CONDITION OF DEDICATION OF 25' TRANSPORTATION EASEMENT, THE OWNERS OF PARCEL 1 AND 2 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.

WE HEREBY RETAIN THE PRIVATE ACCESS EASEMENT, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN

DMSD PROPERTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

MANAGERS: DAWOOD BESHAY AND SAM K. FONG

DAWOOD BESHEY

MANAGER

SAM K. FONG MANAGER

BENEFICIARY STATEMENT

PACIFIC WESTERN BANK, BENEFICIARIES UNDER DEED OF TRUST RECORDED MARCH 18, 2017 AS INSTRUMENT NO. 2019-0089690 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

JASON/A. PENA SVP RELATIONSHIP MANAGER PACIFIC WESTERN BANK

NOTARY AKNOWLEDGEMENT

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 TO THE TRUTHFULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

Riverside

BEFORE ME _ Marnee Woods April 17, 2024

Dawood Beshay A NOTARY PUBLIC. PERSONALLY APPEARED. WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(3) WHOSE NAME(3) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (JES), AND THAT BY HIS/HER/THEIR SIGNATURE(\$) ON THE INSTRUMENT, THE PERSON(\$) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(8) 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.

MARNEE WOODS

Riverside County Commission # 2484746

lly Comm. Expires Mar 17, 2028

tary Public - California

WITNESS MY HAND AND OFFICIAL SEAL

M. Woods

Marnee Woods

Riverside MY PRINCIPAL PLACE OF BUSINESS IS IN

PARCEL MAP NO. 37990

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 01979, RECORDED JULY 21, 2016 AS INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M.

COMMERCIAL DEVELOPMENT RESOURCES

FEBRUARY 2024

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DMSD PROPERTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON MARCH, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE/WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF

ROBERT J. RUSSELL, PLS 8211 EXPIRATION DATE: MARCH 31, 2025



TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE AMOUNT OF \$ 9.900.00 HAS BEEN EXECUTED AND IS 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.

CASH OR SURETY TAX-BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/MURRIETA 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 ACTUAL PERMIT,

RECORDER'S STATEMENT

FILED THIS DAY OF, 20 AT M. IN BOOK OF PARCEL MAPS, AT PAGES AT THE REQUEST OF THE CLERK OF THE BOARD.
NO
FEE
PETER ALDANA ASSESSOR - COUNTY CLERK - RECORDER
BY:, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37990 AS FILED, AMENDED, AND APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 7, 2022 THE EXPIRATION DATE BEING SEPTEMBER 07, 2025, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID L. McMILLAN, COUNTY SURVEYOR EXPIRATION DATE: DECEMBER 31, 2024



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HE REBY APPROYES THIS PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION OF THE 25 TRANSPORTATION EASEMENT FOR THE PURPOSE OF VESTING TITLE IN THE COUNTY OF RIVERSIDE ON BEMALF OF THE PUBLIC FOR PUBLIC ROAD AND UTILITY PURPOSES AND SUBJECT TO IMPROVEMENTS, IN ACCORDANCE WITH STATE STANDARDS, WILL

BE INCLUDED INTO THE STATEMA INTAINED ROAD SYSTEM PURSUANT TO SECTION 233 OF THE STRIKTS AND

HIGHWAYS CODE BY THE UNDERSIGNED ON BEHALF OF THE BOARD OF SUPERVISORS PURSUANT TO THE

AUTHORNY CONTAINED IN COUNTY ORDINANCE NO. 669. THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS IS ALSO HEREBY ACCEPTED

DATE	,		202 3 4
COUNTY OF	RIVERSIDE,	STATE OF	CALIFORNIA

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR CLERK OF THE BOARD OF SUPERVISORS

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 \$ 9.900.00

_, 20284

MATTHEW JENNINGS COUNTY TAX COLLECTOR

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

IP# 220013 SCHEDULE "E" SEC. 6, T. 7 S., R. 2₩., S.B.M.

PARCEL MAP NO. 37990

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 01979, RECORDED JULY 21, 2016 AS INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M.

STATE OF <u>Califo</u>	ema)		
COUNTY OF RIVERS	, de)		
	, BEFORE ME		
A NOTARY PUBLIC, PER WHO PROVED TO ME ON	SONALLY APPEARED,	EVIDENCE TO BE THE PERS	SON(8) WHOSE NAME(8
IS/ARE SUBSCRIBED TO	THE WITHIN INSTRUMENT AN	D ACKNOWLEDGED TO ME THA	T HE/SHÉ/THEY
SIGNATURE (S) ON THE	HIS/HER/THEIR AUTHORIZED INSTRUMENT, THE PERSON(8)	OR THE ENTITY UPON BEHA	ALF OF WHICH THE

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 TO THE TRUTHFULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

PERSON(\$') ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF <u>California</u> That the foregoing paragraph is true and correct.

> MARNEE WOODS Notary Public - California Riverside County

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION NUMBER 2484746

NOTARY AKNOWLEDGEMENT

MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE

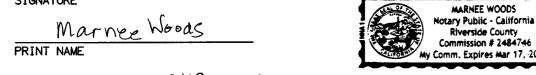
NOTARY AKNOWLEDGEMENT

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STATE OF _	california)
COUNTY OF	Riverside)

A NOTARY PUBLIC, PERSONALLY APPEARED, Sam Kirong
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.

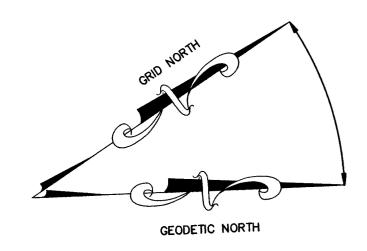
WITNESS MY HAND AND OFFICIAL SEAL



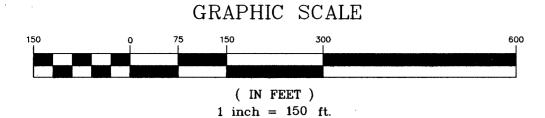
MY COMMISION NUMBER 2484746 MY COMMISSION EXPIRES 3/17/2028

COMMERCIAL DEVELOPMENT RESOURCES FEBRUARY 2024

SHEET 3 OF 7 SHEETS IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37990 INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MONUMENT NOTES LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M. BENTON RD INDICATES A FOUND 1" IRON PIPE WITH DISC MARKED "RCE 21914," FLUSH, PER PM 170/73-76. COMMERCIAL DEVELOPMENT RESOURCES INDICATES A FOUND 1" IRON PIPE WITH DISC MARKED "LS 6154," FLUSH, PER PM 234/64-69. INDICATED A FOUND MONUMENT AS NOTED HEREON. **BOUNDARY PROCEDURE** INDICATES A SET 1" IRON PIPE WITH DISC MARKED "LS 8211," FLUSH. INDICATES SEARCHED FOR NOT FOUND **VICINITY MAP** NO TO SCALE STATE HIGHWAY 79 12.00' DEDICATED AND ACCEPTED ON POINT "A" N: 2159283.280 E: 6294561.537 (N55'47'25"W (R)) RIGHT OF WAY PER INSTRUMENT PM 170/73-76 AS LOT "A". N5518'40"W (R) NO. 1522 RECORDED 5-12-1949-N34 41'20"E 323.74' N34'41'20"E 341.35' (N34'12'35"E 341.35') LOT 'A' 130.00' (130.00') N63'33'37"E 20.61 211.35' (211.35') **SURVEYOR'S NOTES** (N63'04'52"E 20.61') RS 145/47 1. THIS MAP CONTAINS 2.17 ACRES GROSS. INDICATES RECORD DATA PER PM 170/73-76. N: 2159564.309 [] INDICATES RECORD DATA PER PM 234/64-69. E: 6294755.649 INDICATES RECORD DATA PER PM 243/40-43. 7/// INDICATES RESTRICTED ACCESS. PARCEL 2 PM 30474 {N5518'51"W (R)} (N28'37'43"W 41.53') N28'08'58"W 41.53' 234/64-69 (N55°47'36"W (R)) SFNF RE-ESTABLISHED N5518'51"W (R) BY PARALLEL OFFSET N34'41'09"E 544.21' 6 SFNF RE-ESTABLISHED --- BY INTERSECTION N3315'52"W 40.68' 211.35' (211.35') 139.80' (139.80') 9.00' DEDICATED AND ACCEPTED ON PM 170/73-76 AS LOT "B". N34'41'09"E 681.82' {N34'41'09"E 681.82'} [N34'12'24"E 681.82'] (N34'12'24"E) DEDICATED PER DOCUMENT NO. FOUND 1" IRON PIPE WITH DISC MARKED EF CURVE DATA Δ=17*14'24" R=889.00' L=267.50' (Δ=17*14'23" R=889.00' L=267.49')
Δ=02*07'48" R=3433.00' L=127.62' (Δ=02*07'48" R=3433.00' L=127.62')
Δ=19*16'14" R=880.00' L=295.97' (Δ=19*16'14" R=880.00' L=295.97')
Δ=08*31'57" R=270.00' L=40.21' (Δ=08*31'57" R=270.00' L=40.21') PM 170/73-76 PARCEL 1 PM COLORADAS 37082 LINE DATA L1 N60'28'31"E 32.17' (N59'59'46"W 32.16') PM 243/40-43MAGDAS **EASEMENT NOTES SEE SHEET 6** GRAPHIC SCALE **ENVIRONMENTAL CONSTRAINT NOTE SEE SHEET 5** PARCEL 8 (IN FEET) PARCEL 10 1 inch = 50 ft.



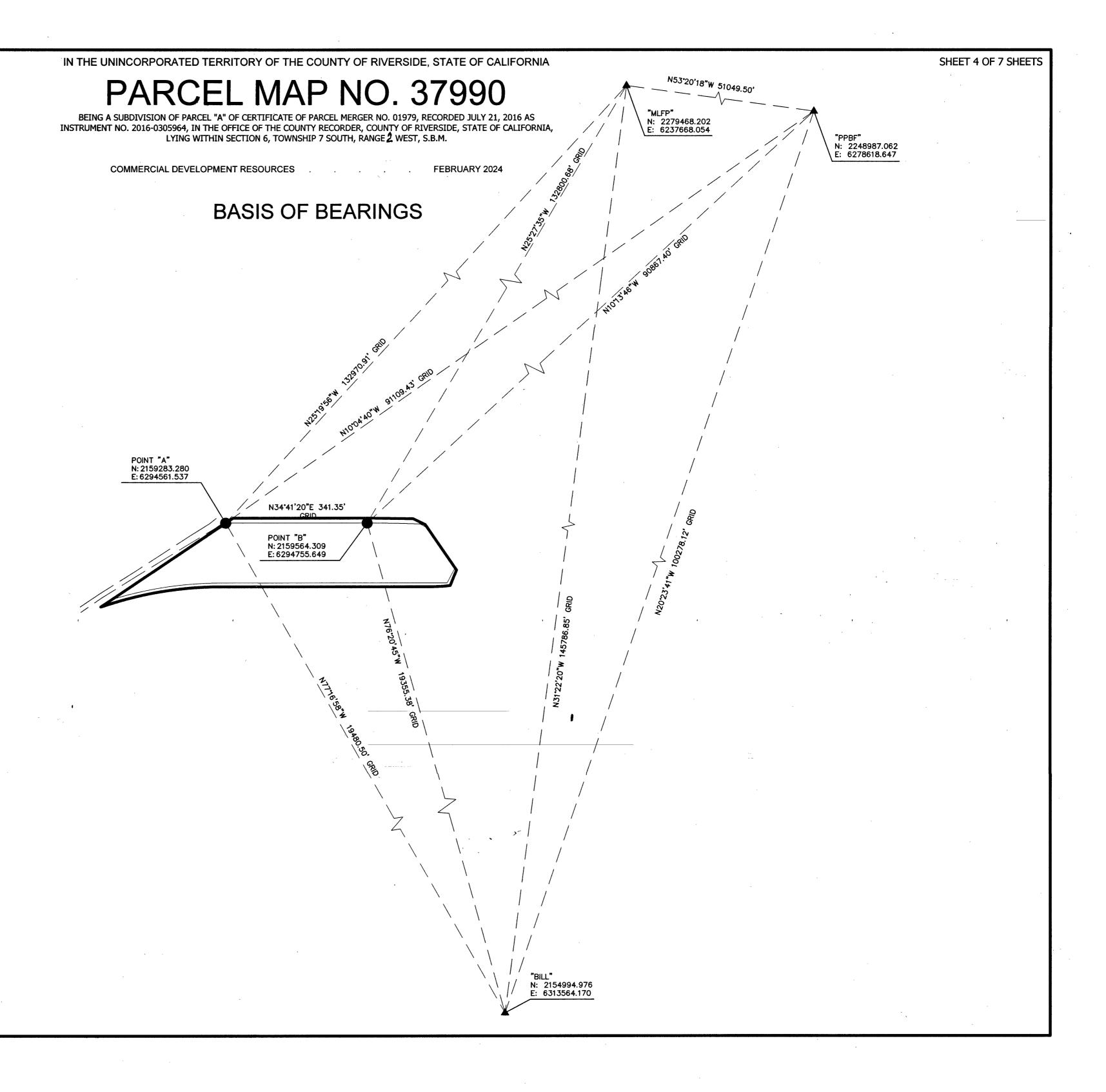
CONVERGENCE ANGLE AT POINT "A" = $-00^{\circ}28'53"$



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS, "BILL," MLFP" AND "PPBF," 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 0.99990484. CALCULATIONS ARE MADE AT POINT "A" WITH COORDINATES OF N: 2159283.28, E: 6294561.54, USING AN ELEVATION OF 1346 FEET.

MONUMENT NOTES SEE SHEET 3
SURVEYOR'S NOTES SEE SHEET 3
EASEMENT NOTES SEE SHEET 6
ENVIRONMENTAL CONSTRAINT NOTE SEE SHEET 5



PARCEL MAP NO. 37990

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 01979, RECORDED JULY 21, 2016 AS INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M.

PARCELS

COMMERCIAL DEVELOPMENT RESOURCES . . .

FEBRUARY 2024

ENVIRONMENTAL CONSTRAINT NOTE

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

MONUMENT NOTES

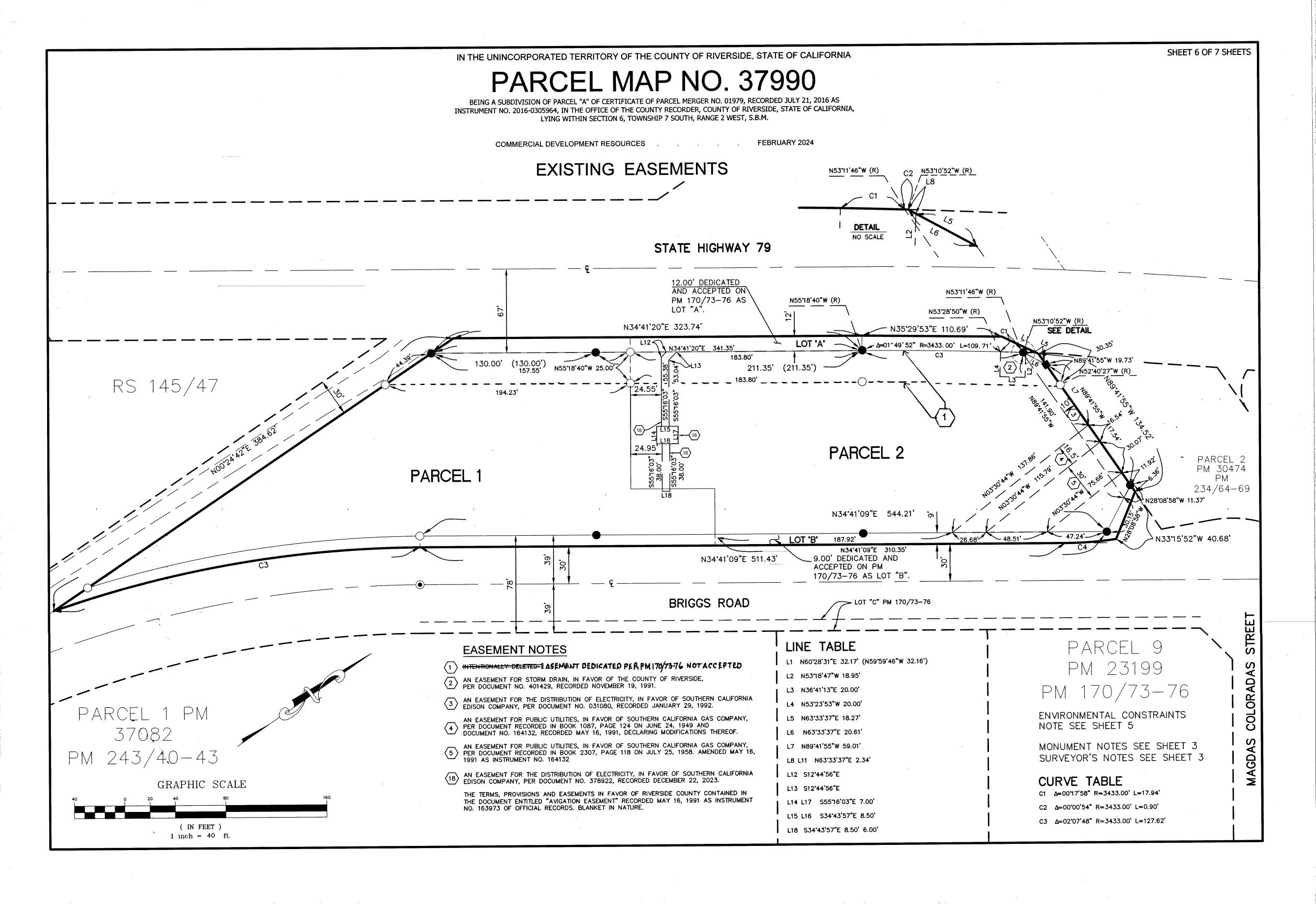
- INDICATES A FOUND 1" IRON PIPE WITH DISC MARKED "RCE 21914," FLUSH, PER PM 170/73-76.
- INDICATES A FOUND 1" IRON PIPE WITH DISC MARKED "LS 6154," FLUSH, PER PM 234/64-69.
- INDICATED A FOUND MONUMENT AS NOTED HEREON.
- O INDICATES A SET 1" IRON PIPE WITH DISC MARKED "LS 8211," FLUSH.

SFNF INDICATES SEARCHED FOR NOT FOUND

STATE HIGHWAY 79 12.00' DEDICATED AND ACCEPTED ON POINT "A" N: 2159283.280 (N55'47'25"W (R)) RIGHT OF WAY PER INSTRUMENT PM 170/73-76 AS N5518'40"W (R) NO. 1522 RECORDED 5-12-1949-E: 6294561.537 N34 41'20"E 323.74' N35°29'53"E 110.69' N34°41'20"E 341.35' (N34°12'35"E 341.35' LOT 'A' 30' AS SHOWN
ON RS 145/47 183.80' (211.35') N63'33'37"E 20.61' **SURVEYOR'S NOTES** 130.00' (130.00') (N63'04'52"E 20.61') \$\Delta=02'38'13" R=3408.00' L=156.85' 157.55' N34'41'20"E 378.03' RS 145/471. THIS MAP CONTAINS 2.17 ACRES GROSS. Δ=02°38'13" R=3408.00' L=156.85 N34'41'20"E 194.23' N34'41'20"E 183.80' () INDICATES RECORD DATA PER PM 170/73-76. POINT "B" 25' TRANSPORTATION, EASEMENT, DEDICATED AND S55'18'40"E (R) N: 2159564.309 [] INDICATES RECORD DATA PER PM 234/64-69. E: 6294755.649 ACCEPTED HEREON. PARCEL 2 | INDICATES RECORD DATA PER PM 243/40-43. PARCEL ' 1.324 GROSS ACRES 0.98 NET ACRES //// INDICATES RESTRICTED ACCESS. 1.146 GROSS ACRES 0.90 NET ACRES PARCEL 2 -PM 30474 {N5518'51"W (R)} (N28'37'43"W 41.53') 234/64-69 (N55'47'36"W (R)) N28'08'58"W 41.53 SFNF RE-ESTABLISHED N5518'51"W (R) N55'18'40"W 36.58' BY PARALLEL OFFSET N34°41'09"E 544.21' 51 310.35 SFNF RE-ESTABLISHED 139.80' (139.80') 211.35 (211.35') CLOT 'B' 193.06' (193.06') N33'15'52"W 40.68' N34'41'09"E 511.43' 9.00' DEDICATED AND ACCEPTED ON PM 170/73-76 AS LOT "B". N34'41'09"E 681.82' {N34'41'09"E 681.82'} [N34'12'24"E 681.82'] (N34'12'24"E) DEDICATED PER DOCUMENT NO. 163655 RECORDED DECEMBER 30, FOUND 1" IRON PIPE WITH DISC MARKED 16'27" R=850.00' L=508.47')

(15-34:16'27" R=850.00' L=508.47')

(15-34:16'27" R=850.00' L=508.47') EE Δ=17'14'24" R=889.00' L=267.50' (Δ=17'14'23" R=889.00' L=267.49') Δ=02°07′48″ R=3433.00′ L=127.62′ (Δ=02°07′48″ R=3433.00′ L=127.62′) PM 170/73-76Δ=19'16'14" R=880.00' L=295.97' (Δ=19'16'14" R=880.00' L=295.97')
Δ=08'31'57" R=270.00' L=40.21' (Δ=08'31'57" R=270.00' L=40.21') PARCEL 1 PM COLORADAS 37082 LINE DATA L1 N60°28'31"E 32.17' (N59°59'46"W 32.16') PM 243/40-43**EASEMENT NOTES SEE SHEET 6** GRAPHIC SCALE PARCEL 8 (IN FEET) PARCEL 10 1 inch = 50 ft.



SHEET 7 OF 7 SHEETS IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA MONUMENT NOTES SEE SHEET 3 SURVEYOR'S NOTES SEE SHEET 3 EASEMENT NOTES SEE SHEET 6 PARCEL MAP NO. 37990 ECS NOTE SEE SHEET 5 INSTRUMENT NO. 2016-0305964, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, S.B.M. FEBRUARY 2024 COMMERCIAL DEVELOPMENT RESOURCES PROPOSED EASEMENTS STATE HIGHWAY 79 AND ACCEPTED ON PM 170/73-76 AS LOT "A". N5310'52"W (R) N5518'40"W (R) N34°41'20"E 323.74' N35°29'53"E 110.69' N63'33'37"E 20.61' N34'41'20"E 341.35' LOT'A (130.00') 157.55' 130.00 211.35' (211.35') N52'40'27"W (R) Δ=02°38'13" R=3408.00' L=156.85' N34'41'20"E 378.03' RS 145/47N84'46'51"W (R) N5518'51"W (R) 25' TRANSPORTATION/ EASEMENT, DEDICATED AND N75°30'20"E (R) PARCEL 1.17 GROSS ACRES 0.98 NET ACRES N47°20'06"W (R) N89'59'53"W (R) ACCEPTED HEREON. 1.015 GROSS ACRES N5518'51"W (R) N70°05'29"W (R) 0.90 NET ACRES N47°20'06"W (R) N59'31'14"E (R) N8019'43"E (R) N5518'51"W (R) N34'41'09"E 169.16' PARCEL 2 N34'41'09"E 305.59 PM 30474 РМ N5548'51"W (R) N5518'51"W (R) 234/64-69 N34'41'09"E (R) N34'41'09"E 259.61' /_N8<u>4°46</u>'52"W (R) N34'41'09"E 154.80' N34'41'20"E (R) /N34°41'09"E (R) N47°20'06"W (R) N34°41'09"E 544.21" PRIVATE ACCESS EASEMENT, RETAINED HEREON. N34'41'09"E (R) N34°41'09"E (R) N33°15'52"W 40.68' 213.53 LOT 'B' Δ=05'48'30" L=90.12' 216.28 N52°53'45"E (R) N16°29'18"E (R) C3 L=267.50' N61.07'21"W (R) 9.00' DEDICATED AND N16'28'33"E (R) ACCEPTED ON PM N52'53'45"E (R) N5518'51"W (R) 170/73-76 AS LOT "B" N6310'18"W (R) **BRIGGS ROAD** \ N72'33'15"W (R) STREET PARCEL 9 LINE TABLE CONT. PM 23199 LINE TABLE CURVE TABLE CONT. CURVE TABLE L17 N34'41'09"E 34.32' L8 N42'39'54"E 8.83' C13 <u>A=1812'25</u>" R=16.00' L=5.08' C3 Δ=09'51'48" R=16.00' L=2.75' PM 170/73-76L18 N55"18'51"W 12.09' C14 Δ =90°00'11" R=16.00' L=25.13' L9 N34'41'09"E 22.15' C4 Δ=45'38'34" R=20.00' L=15.93' L19 N34'41'09"E 17.58' PARCEL 1 PM C15 Δ =90°00'41" R=2.00' L=3.14' L10 N05"13'09"E 31.64' C5 Δ=25°08'00" R=12.00' L=5.26' L20 N34'41'09"E 20.02' L11 N89'41'55"W 34.25' C16 Δ=90°00'00" R=8.00' L=12.57' C6 Δ=65°09'55" R=5.00' L=5.69' 37082 L21 N5518'51"W 2.59' L12 N89'41'55"W 20.23' C17 Δ =18*12'36" R=16.00' L=5.09' C7 Δ=34'41'02" R=5.00' L=3.03' L22 N42'39'54"E 21.47' PM 243/40-43L13 N05"13'09"E 33.11' C18 <u>A=18'12'36"</u> R=16.00' L=5.09' C8 Δ=29°28'00" R=8.00' L=4.11' L23 N55'18'51"W 14.58' L14 N55'18'40"W 2.39' C19 Δ=82°01'15" R=18.00' L=25.77' C9 Δ=19'42'49" R=48.00' L=16.52' L24 N34'41'20"E 66.52' L15 N5518'40"W 7.00' C20 A=90°00'00" R=12.00' L=18.85' C10 Δ =14'41'22" R=40.00' L=10.26' GRAPHIC SCALE L25 N5518'40"W 36.58' L16 N55"18'51"W 0.91' C21 Δ=23'31'45" R=16.00' L=6.57' C11 Δ =60°31'49" R=30.00' L=31.69' L26 N28'08'58"W 41.53' C22 Δ=02°02'57" R=889.00' L=31.79' C23 A=07'58'45" R=25.00' L=3.48' (IN FEET) 1 inch = 40 ft.