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



ITEM: 2.13 (ID # 25141) MEETING DATE: Tuesday, July 30, 2024

FROM:

TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 36902 a Schedule "B" Subdivision in the La Quinta area. District 4. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Improvement Agreements for Final Tract Map 36902 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 36902.

ACTION:Consent

Dennis Acuna, Director of Transportation

7/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None

Kimberly A. Rector Clerk of the Board

Date:

None July 30, 2024

XC:

Trans.

2.13

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal Yo	ear:		To	otal Cost:		Ongoin	g Cost	
COST	\$	0	\$		0		\$	0		\$	0
NET COUNTY COST	\$	0	\$		0		\$	0		\$	0
SOURCE OF FUNDS: Applicant Fees 100%						Budget	Adj	ustment:	N/A	4	
Applicant rees 100%			10070				For Fis	cal Y	ear:	N//	A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Tentative Map of Tract Map 36902 was approved by the Board of Supervisors on June 9, 2020, as Agenda Item 21.1. Final Tract Map 36902 is a 40.077-acre subdivision creating 80 residential lots, 4 open space lots and 1 community center lot in the La Quinta 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.

CPF Monroe 40, 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 36902 \$2,569,500 amount pending for the completion of road and drainage improvements.

TR 36902 \$768,000 amount pending for the completion of the water system.

TR 36902 \$282,500 amount pending for the completion of the sewer system.

TR 36902 \$129,600 amount pending for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 36902 Vicinity Map

TR 36902 Improvement Agreement

TR 36902 Mylars

Jason Farin Principal Management Analyst 7/25/2024 George Trindle, DF ASST COUNTY COUNSEL 7/24/2024

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 CPF Monroe 40, 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 <u>Tract 36902</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>Two Million Five Hundred Sixty-Nine Thousand Five Hundred and no/100 Dollars</u> (\$2,569,500.00).

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 Tract 36902
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:

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor Riverside, CA 92501	CPF Monroe 40, LLC 620 Newport Center Drive 15th Floor Newport Beach, CA 92660
IN WITNESS WHEREOF, Contractor has affixed	his name, address and seal. By
	Print NameRobert LaFever
	TitleVice President
	By
	Print Name
	Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

County

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is

Signature _

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
on July 8 2024 before me, JMi Helson Notary Public (insert name and title of the officer)
personally appeared Robert La Teurer, 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. JIMI NELSON Notary Public - California San Diego County Commission # 2426537 My Comm. Expires Nov 20, 2026
΄λ –

(Seal)

CHUCK WASHINGTON

COUNTY OF RIVERSIDE SIGNATURE PAGE

CHAIR, BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

ATTEST:

KIMBERLY RECTOR,

Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Construction of Road/Drainage Improvements

Tract 36902

Page 4

JUL 3 0 2024

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 CPF Monroe 40, 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 36902, 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 Coachella Valley Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Seven Hundred Sixty-Eight Thousand and no/100 Dollars (\$768,000.00).

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 36902 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:

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor Riverside, CA 92501	CPF Monroe 40, LLC 620 Newport Center Drive 15th Floor Newport Beach, CA 92660
IN WITNESS WHEREOF, Contractor has affixed	his name, address and seal.
	Ву
	Print Name Robert LaFever
	TitleVice President
	By
	Print Name
	Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

County

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

Agreement for the Construction of Water System Improvements Tract 36902
Page 3

ACKNOWLEDGMENT

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

validity of that document.
State of California County of
on July 8 2024 before me, Jimi Nelson Notary Public (insert name and title of the officer) personally appeared Robert Lateller
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature JiMi NELSON Notary Public - California San Diego County Commission # 2426537 My Comm. Expires Nov 20, 2026 (Seal)

CHUCK WASHINGTON COUNTY OF RIVERSIDE SIGNATURE PAGE

CHAIR, BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

ATTEST:

KIMBERLY RECTOR,

Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Construction of Water System Improvements

Tract 36902

Page 4

JUL 3 0 2024 2.13

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and CPF Monroe 40, 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 36902, 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 Coachella 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 Two Hundred Eighty-Two Thousand Five Hundred and no/100 Dollars (\$282,500.00).

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 36902
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:

Contractor

•	
Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8 th Floor Riverside, CA 92501	CPF Monroe 40, LLC 620 Newport Center Drive 15th Floor Newport Beach, CA 92660
IN WITNESS WHEREOF, Contractor has affixed h	nis name, address and seal.
	Ву
	Print NameRobert LaFever
	Title_ Vice President
	By
	Print Name
	Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

County

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

ACKNOWLEDGMENT

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

validity of that document.
State of California County of
on July 8, 3024 before me, Jimi Nelson Notary Public (insert name and title of the officer) personally appeared Robert La Feller
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. JiMI NELSON Notary Public - California San Diege County Cermmissien # 2426537 My Comm. Expires Nov 20, 2026
Signature (Seal)

CHUCK WASHINGTON COUNTY OF RIVERSIDE SIGNATURE PAGE

CHAIR, BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

ATTEST:

KIMBERLY RECTOR,

Clerk of the Board

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Construction of Sewer System Improvements

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 CPF Monroe 40, 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 36902, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>One Hundred Twenty-Nine Thousand Six</u> Hundred and no/100 Dollars (\$129,600.00).

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

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

Agreement for the Placement of Survey Monuments Tract <u>36902</u> Page 1 FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

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

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

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

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

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

County

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

Contractor

CPF Monroe 40, LLC 620 Newport Center Drive 15th Floor Newport Beach, CA 92660

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

Ву
Print NameRobert LaFever
Title_Vice President
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

ACKNOWLEDGMENT

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

validity of that document.					
State of California County of					
on July 8 7024 before me, Jimi Helson Notary Public (insert name and little of the officer)					
personally appeared Robert Latered, 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. Jimi Nelson Netary Public - California San Diego County Commission # 2426537 My Comm. Expires Nov 20, 2026 Signature (Seal)					

CHUCK WASHINGTON

COUNTY OF RIVERSIDE SIGNATURE PAGE

CHAIR, BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

By

ATTEST:

KIMBERLY RECTOR,

Clerk of the Board

Deputy

APPROVED AS TO FORM

County Counsel

6

Revised 09/01/2020

Agreement for the Placement of Survey Monuments

Tract <u>36902</u>

Page 4

JUL 3 0 2024 2.13

UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY. STATE OF CALIFORNIA

TRACT MAP NO. 36902

SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER TION 14. TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN



MSA Consulting, Inc.

JULY - 2021

JRE OMISSIONS

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

WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN T REC. 9/20/1917. IN BOOK 5 OF PATENTS, PAGE 304.

ENTS AND RIGHTS NECESSARY OR CONVENIENT FOR THE PRODUCTION, STORAGE AND ATION, EXPLORATION AND TESTING OF THE HEREIN DESCRIBED PROPERTY. AND ALSO THE DRILL FOR PRODUCE AND USE WATER FROM SAID REAL PROPERTY IN CONNECTION WITH G OR MINING OPERATION THEREON, AS RESERVED IN DEED FROM BANK OF AMERICA RUST AND SAVINGS ASSOCIATION TO MARY A RIGAS, A SINGLE WOMAN AND DEWEY S. , A SINGLE MAN, DATED MARCH 12, 1954 AND RECORDED MARCH 25, 1954 AS T NO. 14823, BOOK 1568, PAGE 584, OF OFFICIAL RECORDS.

INT IN FAVOR OF BRADLEY R. THOMPSON AND AGNES MARY THOMPSON FOR INGRESS. ER INST. NO. 100101, REC. 11/21/1961, OF OFFICIAL RECORDS.

ENT IN FAVOR OF THE BUREAU OF RECLAMATION FOR DISTRIBUTION SYSTEM, PER BOR -132.

ND CERTIFICATE

CERTIFY THAT A BOND IN THE SUM OF \$ 49.100^{-50} HAS BEEN EXECUTED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, ED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, FPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET ND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

JULY M

SURETY BOND **ENNINGS**

X COLLECTOR

)LLECTOR'S CERTIFICATE

CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, E NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID JNTY. MUNICIPAL. OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS

SURVEYOR'S

THIS MAP WAS PR FIELD SURVEY IN (LOCAL ORDINANCE I HEREBY STATE TI INDICATED OR THAT AGREEMENT FOR T THE SURVEY TO B CONDITIONALLY APP

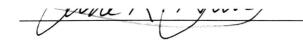
COUNTY SUR

THIS MAP CONFOR ORDINANCES. I H MY SUPERVISION A TENTATIVE MAP OF BOARD OF SUPERV AND THAT I AM SA

DATED:

DAVID L. McMILLAN L.S. 8488

EXECUTED ORNIA, CAL, IG OF IOT YET DRS.







No. 8488

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 36902, AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 06/09/2020, THE EXPIRATION DATE BEING 06/09/2026, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DAVID L. McMILLAN

COUNTY SURVEYOR

L.S. 8488

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 OFFER OF DEDICATION MADE HEREON OF LOT FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINE SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRES EMERGENCY VEHICLES LOTS "B" THROUGH "G", INCLUSIVE, INDICATED AS "PRIVATE STREETS", OPEN SPACE LOT 83 AS SHOWN HEREON, IS HEREBY ACCEPTED. THE OFFER OF DEDICATION DRAINAGE AND ACCESS EASEMENTS LYING WITHIN LOTS 83 AND 84 FOR INGRESS AND EGRE AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACI SHOWN HEREON IS HEREBY ACCEPTED.

15 - 23. STRICT S

DATE, PAID) AS BUT

> THE OFFER OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS, FOR INGRESS AND TO AND FROM DRAINAGE EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE F ARE HEREBY NOT ACCEPTED.

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Chuck Washington

ATTEST:

KIMBERLY RECTOR

CLERK OF THE BOARD OF SUPERVISORS

SICT

ESTATE

SEC. 14, T.6S., R.7E. SCHEDULE "B"

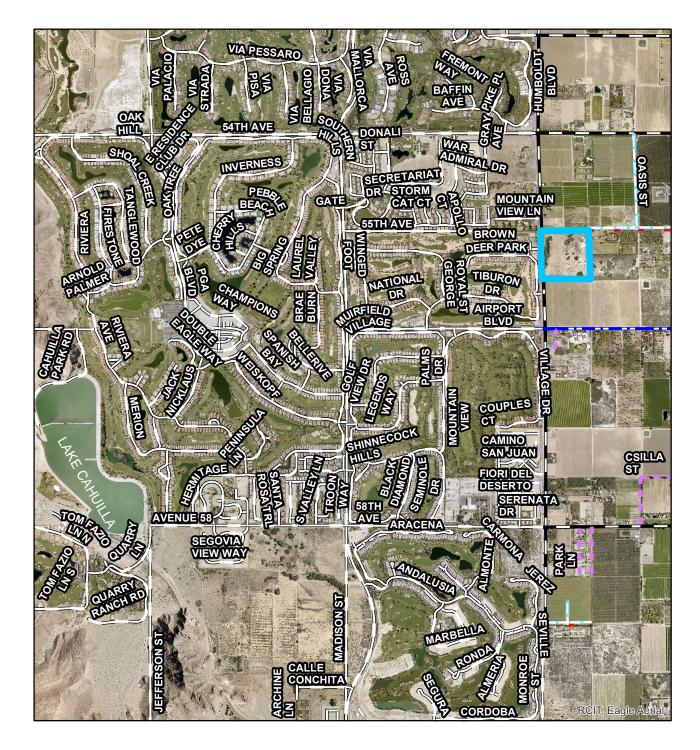
ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY RECORDS MANAGEMENT PROGRAM RECORDS TRANSFER LIST, part 1

1.	Work Order #	

1. Page of of

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

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,			DEPARTMENTAL	. INFO	RMA	TION			
3. DEPARTMENT Clerk of the Board of Supervisors				8. OF	8. ORG.#		10. [DATE 07/31/2024	
4. ORGANIZATION County of Riverside				9. A	9. ACCOUNT # 11. MEDIA CODE			MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127				12. N	12. NO. OF BOXES TRANSFERRED				
CITY Riverside, Ca. 92501				13. R	13. RECORDS TRANSFERRED BY:				
6. MAIL STOP 7. Name PHONE # FAX# 1. Naomy Sicra 955-1069 955-1071				14. R	14. RECORDS COORDINATOR (must be Authorized):				
15. BOX # (Temp)		6. DESCRIPTION OF RECORDS Must be the same as records series title on schedule OF YEAR			18. DESTRUCTION DATE	19. RECORD SERIES TITL CODE		20. PERMANENT BOX # (Barcode label)	
	Board	Date 07/31/2024 - It	tem No 2.13						
	Final Parcel Map No 36902 - Sched "B"								
	SUBDIVISION IN THE LA QUINTA AREA								
	District 4								
21. RECORDS RECEIVED BY:					30. REMARKS				
22. TITLE 23. RECEIVED VIA:			23. RECEIVED VIA:						
24. DATE RE	CEIVED:		25. TIME RECEIVED:						
26. BOXES VERIFIED BY:				D:					
28. NAME\DATE SCANNED TO HOLDING AREA:						29. NAME\DATE S	SCANNED TO	O LO	CATION:



Legend

Road Book Centerline

TYPE

F.A.U. Maintained

F.A.S. Maintained

Paved Surface Maintained

Graveled Surface Maintained

Dirt Surface Maintained

Accepted for Public Use

Non-County Road

····· Vacated

= = City Road

Maintained for City/Non-County

VICINITY MAP Tract Map 36902

Section 14, T.6S. R.7E.

Supervisorial District: 4



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: LOT "A". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", MONROE STREET, THE OWNERS OF LOTS 81, 82 AND 83 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE (80.00-FOOT) ACCESS OPENING FOR LOT "B" AND ONE (61.42-FOOT) ACCESS OPENING FOR LOT 83, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "B" THROUGH "G", INCLUSIVE, INDICATED AS PRIVATE STREETS AND OPEN SPACE LOT 83. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES, WITHIN LOTS "B" THROUGH "G", INCLUSIVE, AND LOT 83.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT OVER ALL PRIVATE STREETS SHOWN ON THIS MAP AND AN ADDITIONAL (10) FEET IN WIDTH ON BOTH SIDES AND ADJACENT TO ALL PRIVATE STREETS AND A VARIABLE WIDTH EASEMENT OVER LOT 40, SHOWN ON THIS MAP AS "D)", FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL LINES, WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES, AND APPURTENANCES WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION, AND EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DOMESTIC WATER AND SANITATION EASEMENTS OVER LOTS "B" THROUGH "G", INCLUSIVE, SHOWN AS "PRIVATE STREET"(S), AND THOSE EASEMENTS SHOWN AS "A)", BEING 10' EASEMENTS ADJACENT TO THE PRIVATE STREETS AND A VARIABLE WIDTH EASEMENT OVER LOT 40. THE DEDICATION IS FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. THOSE EASEMENTS SHOWN AS "B", BEING 30' SANITATION EASEMENTS OVER LOTS 40, 81, 83 AND 84, ALSO, THOSE EASEMENTS SHOWN AS "C", BEING A DOMESTIC WATER EASEMENTS VARYING IN WIDTH OVER LOTS 81, 82 AND 85. THE DEDICATION IS FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF. COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID EASEMENT(S) IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 83 AND 84, AS SHOWN HEREON. THE DEDICATION IS FOR MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS OVER ALL OF LOTS 83 AND 84, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE HEREBY RETAIN LOTS "B" THROUGH "G", INCLUSIVE, INDICATED AS "PRIVATE STREETS", 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 THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENTS", LYING WITHIN LOTS 1 THROUGH 85 INCLUSIVE, 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 LOTS 81, 82 AND 83, 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 85 IN FEE INDICATED AS "COMMUNITY CENTER", 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 84 IN FEE INDICATED AS "OPEN SPACE" AND "RETENTION BASIN", AS SHOWN HEREON, FOR SECONDARY ACCESS FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE ACCESS EASEMENT" WITHIN LOT 85 APPURTENANT TO AND IN FAVOR OF LOT 5 FOR ACCESS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

CPF MONROE 40, LLC,

BY: PRINT NAME: ROBERT LAFEVER

IT'S: VICE PRESIDENT

BENEFICIARY STATEMENT

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION CHARTERED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, A BENEFICIARY PER DEED OF TRUST RECORDED JULY 03, 2024, AS DOCUMENT NO. 2024-0197036, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. CALIFORNIA.

DV. CALIFORN

NAME: RÓNI KOTEL TITLE: AUTHORIZED SIGNATORY

NOTARY'S ACKNOWLEDGMENT

SEE SHEET 2

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT MAP NO. 36902

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN



JULY - 202

SIGNATURE OMISSIONS

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

RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT REC. 9/20/1917, IN BOOK 5 OF PATENTS, PAGE 304.

ALL EASEMENTS AND RIGHTS NECESSARY OR CONVENIENT FOR THE PRODUCTION, STORAGE AND TRANSPORTATION, EXPLORATION AND TESTING OF THE HEREIN DESCRIBED PROPERTY, AND ALSO THE RIGHT TO DRILL FOR PRODUCE AND USE WATER FROM SAID REAL PROPERTY IN CONNECTION WITH ITS DRILLING OR MINING OPERATION THEREON, AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO MARY A RIGAS, A SINGLE WOMAN AND DEWEY S. MUNDHENK, A SINGLE MAN, DATED MARCH 12, 1954 AND RECORDED MARCH 25, 1954 AS INSTRUMENT NO. 14823, BOOK 1568, PAGE 584, OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF BRADLEY R. THOMPSON AND AGNES MARY THOMPSON FOR INGRESS, EGRESS, PER INST. NO. 100101, REC. 11/21/1961, OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF THE BUREAU OF RECLAMATION FOR DISTRIBUTION SYSTEM, PER BOR PLAT C-6-132.

TAX BOND CERTIFICATE

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.

DATED:	,20
CASH OR SURETY BOND MATTHEW JENNINGS COUNTY TAX COLLECTOR	
DV.	

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 COUNTY TAX COLLECTOR		
BY:	 ,	DEP

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER AUTHORITY GRANTED TO ME BY RESOLUTION NO. 2015—23, DATED FEBRUARY 10, 2015, I ACCEPT ON BEHALF OF COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS FOR DOMESTIC WATER AND SANITATION PURPOSES AS OFFERED HEREON.

DATED:	
--------	--

J. M. BARRETT, GENERAL MANAGER COACHELLA VALLEY WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

GOV. CODE SEC. 27281

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15-90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSOR'S OR ASSIGNS, THE EASEMENTS OFFERED TO IMPERIAL IRRIGATION DISTRICT AS SHOWN ON THIS MAP FOR ELECTRICAL POWER FASILITIES.

DATED: JULY 12 2024

LAURA J. CERVANTES, SUPERVISOR, REAL ESTATE IMPERIAL IRRIGATION DISTRICT

SHEET 1 OF 8 SHEETS

RECORDER'S STATEMENT

FILED THIS	DAY OF IN BOOK		, 20 , OF
MAPS AT PAGES THE CLERK OF THE	BOARD	AT THE REQ	UEST OF
THE CLERK OF THE	BOARD.		
NO	· ·		
FEE			
PETER ALDANA, ASSI	ESSOR-COUN	ITY CLERK-R	ECORDER
BY:			DEPUTY
SUBDIVISION GUARAN	ITEE BY: FIR	ST 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 CPF MONROE 40, LLC, IN JULY OF 2021.

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.

DATED:	JULY 3	,2024
	Who RA	Brund
	Contraction to the second seco	Jo a recognision of the second



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 36902, AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 06/09/2020, THE EXPIRATION DATE BEING 06/09/2026, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED:	L. MCMILLAND SUPPLY
DAVID L. McMILLAN COUNTY SURVEYOR L.S. 8488	No. 8488 ≥ 92
BOADD OF SUPERVISOR'S STATEMENT	OF CALLED

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 OFFER OF DEDICATION MADE HEREON OF LOT "A", FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES LOTS "B" THROUGH "G", INCLUSIVE, INDICATED AS "PRIVATE STREETS", AND OPEN SPACE LOT 83 AS SHOWN HEREON, IS HEREBY ACCEPTED. THE OFFER OF DEDICATION FOR DRAINAGE AND ACCESS EASEMENTS LYING WITHIN LOTS 83 AND 84 FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AS SHOWN HEREON IS HEREBY ACCEPTED.

THE OFFER 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 NOT ACCEPTED.

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

I.P. # 210163 SEC. 14, T.6S., R.7E.

SCHEDULE "B"

J.N. 2668

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT MAP NO. 36902

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

MSA CONSULTING, INC.

JULY - 2021

NOTARY'S ACKNOWLEDGMENT

Nelson

STATE OF CALIFORNIA

(PRINT NAME)

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 SALITORIAN	/		
7	COUNTY OF San Diego	SS)		
	ON July 8 2024		Uimi Nelson La Fever	A NOTARY PUBI
	PERSONALLY APPEARED	Robert	La Fever	
	WHO PROVED TO ME ON THE NAME(S) IS/ARE SUBSCRIBED HE/SHE/THEY EXECUTED THE HIS/HER/THEIR SIGNATURE(S) OF WHICH THE PERSON(S) ACT	TO THE WITHIN INS SAME IN HIS/HER/ ON THE INSTRUMEN	TRUMENT AND ACKNOWLE THEIR AUTHORIZED CAPA(IT THE PERSON(S), OR T	DGED TO ME THAT CITY(IES), AND THAT BY
	I CERTIFY UNDER PENALTY OF FOREGOING PARAGRAPH IS TRU		THE LAWS OF THE STATE	OF CALIFORNIA THAT T
	WITNESS MY HAND.			
	SIGNATURE OF NOTARY PUBLIC		1s <u>Sand</u> 242(PLACE OF BUSINESS COUNTY.
	SIGNATURE OF NOTANT FUDLIC		INCIMAL O	SIMILACIÓN INO:

NOTARY'S 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 NEW YORK

COUNTY OF NEW YORK

ON JULY 10, 2024, BEFORE ME DAVINA Bholanauth a NOTARY PUBLIC,

PERSONALLY APPEARED RON KOTEL

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.

andh

rolaraeth

Davina Bholanauth

MY PRINCIPAL PLACE OF BUSINESS IS NEW YORK COUNTY.

OIBHOO2304 NOTARY COMMISSION NO.

April, 01, 2028 MY COMMISSION EXPIRES

EPOCH DATE 2010.0

-N 02'03'38" W 2640.31' (GRID)

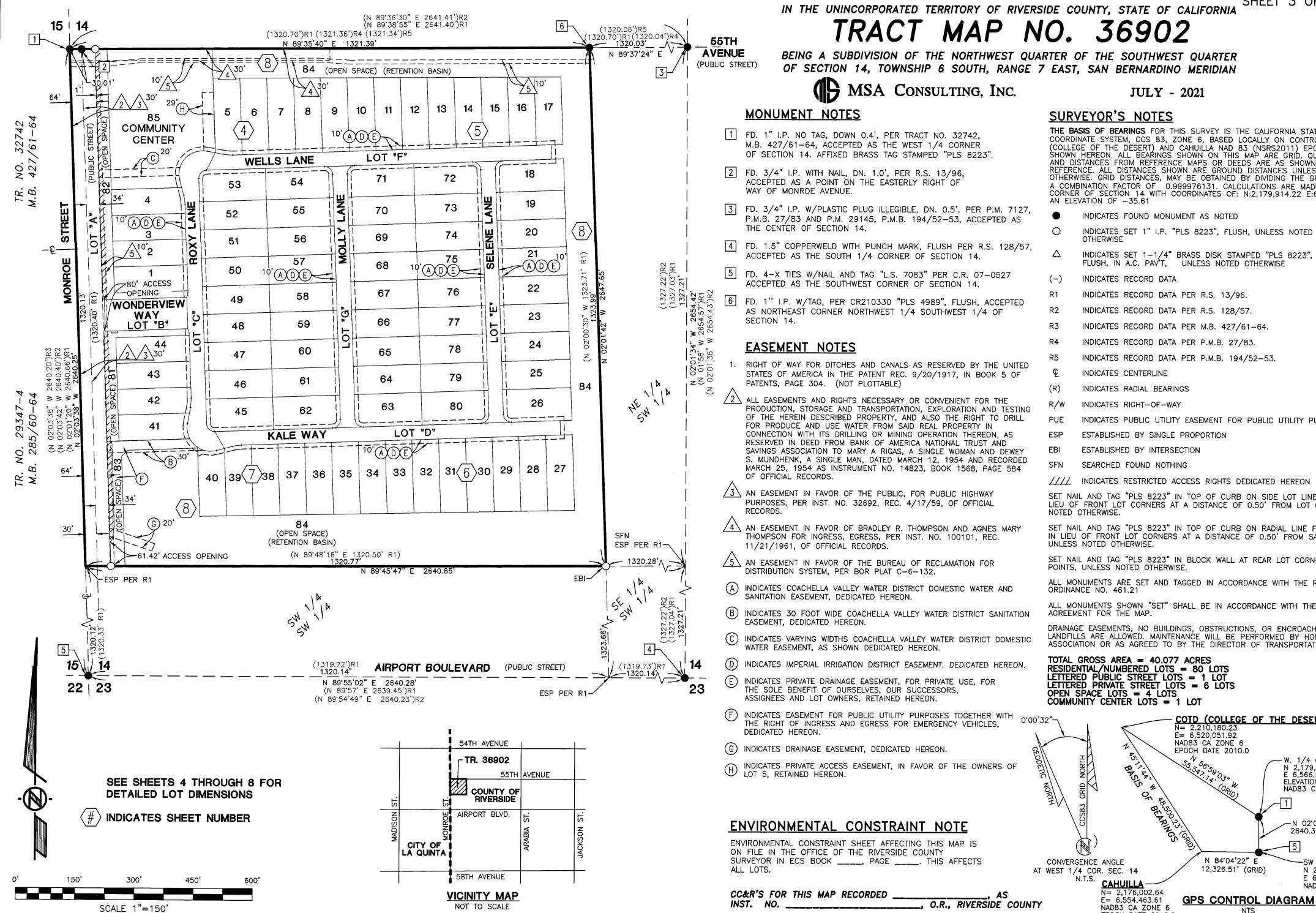
SW COR. SEC. 14

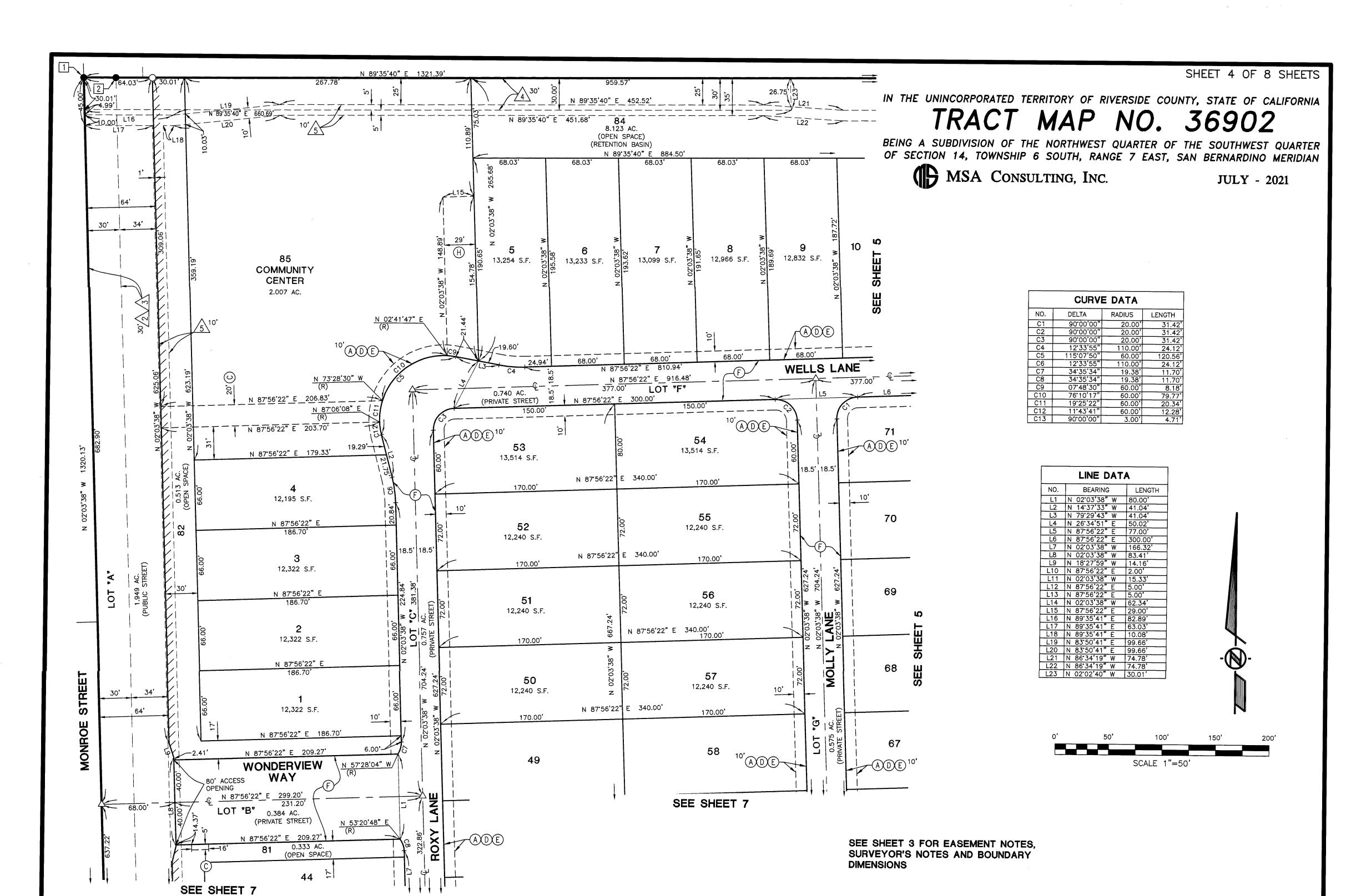
NAD83 CA ZONE 6

J.N. 2668

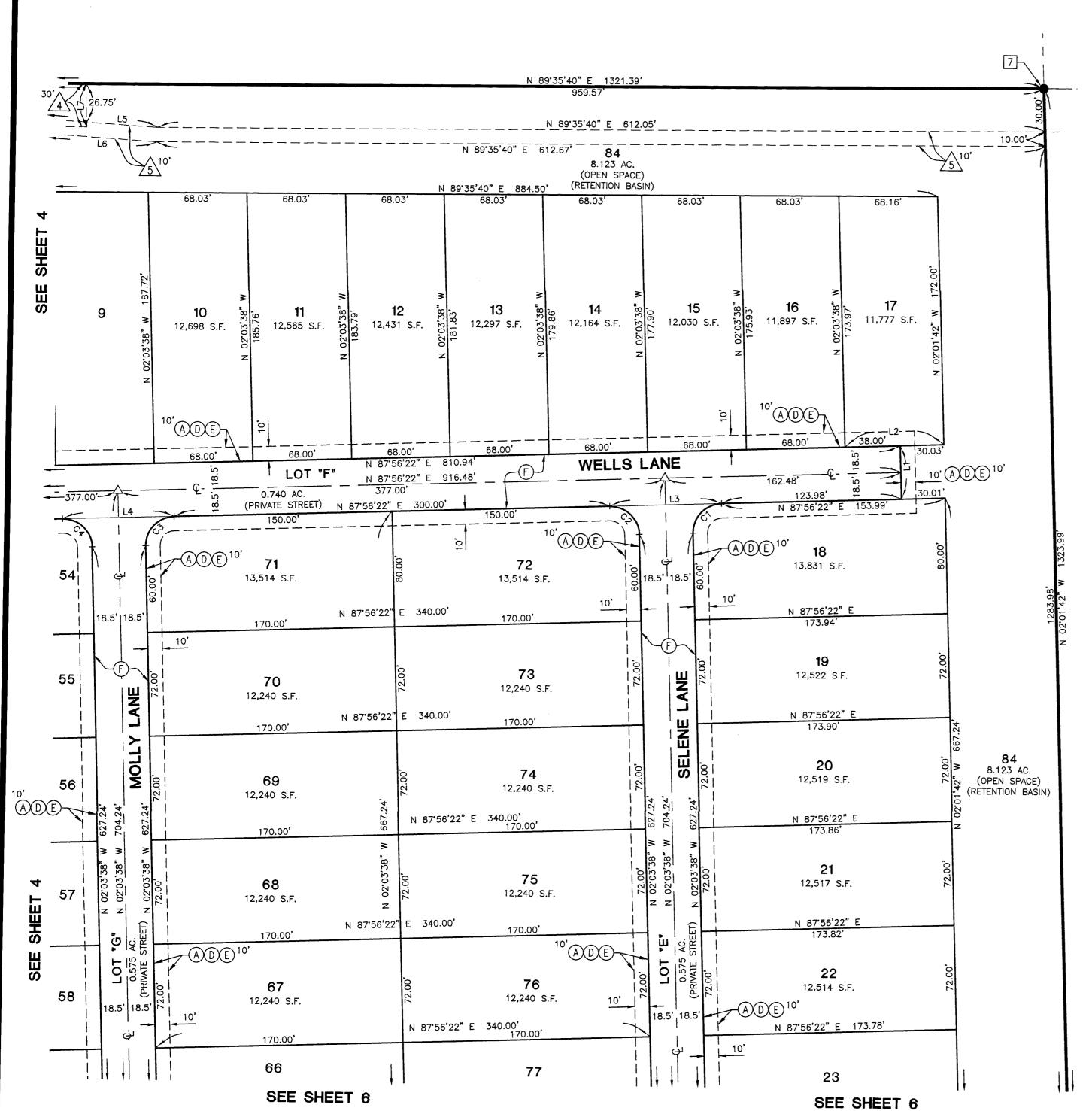
N 2,177,275.53

E 6,566,724.22





SHEET 5 OF 8 SHEETS



IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT MAP NO. 36902

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

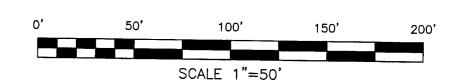
MSA Consulting, Inc.

JULY - 2021

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	90'00'00"	20.00'	31.42
C2	90'00'00"	20.00'	31.42
C3	90'00'00"	20.00'	31.42
C4	90'00'00"	20.00'	31 42'

LINE DATA			
NO.	BEARING	LENGTH	
L1	N 02.03,38, M	37.00'	
L2	N 87'56'22" E	68.03'	
L3	N 87'56'22" E	77.00'	
L4	N 87'56'22" E	77.00'	
L5	N 86'34'19" W	74.78'	
L6	N 86'34'19" W	74.78'	
L7	N 02'02'40" W	30.01	

SEE SHEET 3 FOR EASEMENT NOTES, SURVEYOR'S NOTES AND BOUNDARY DIMENSIONS



TRACT MAP NO. 36902

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

MSA CONSULTING, INC.

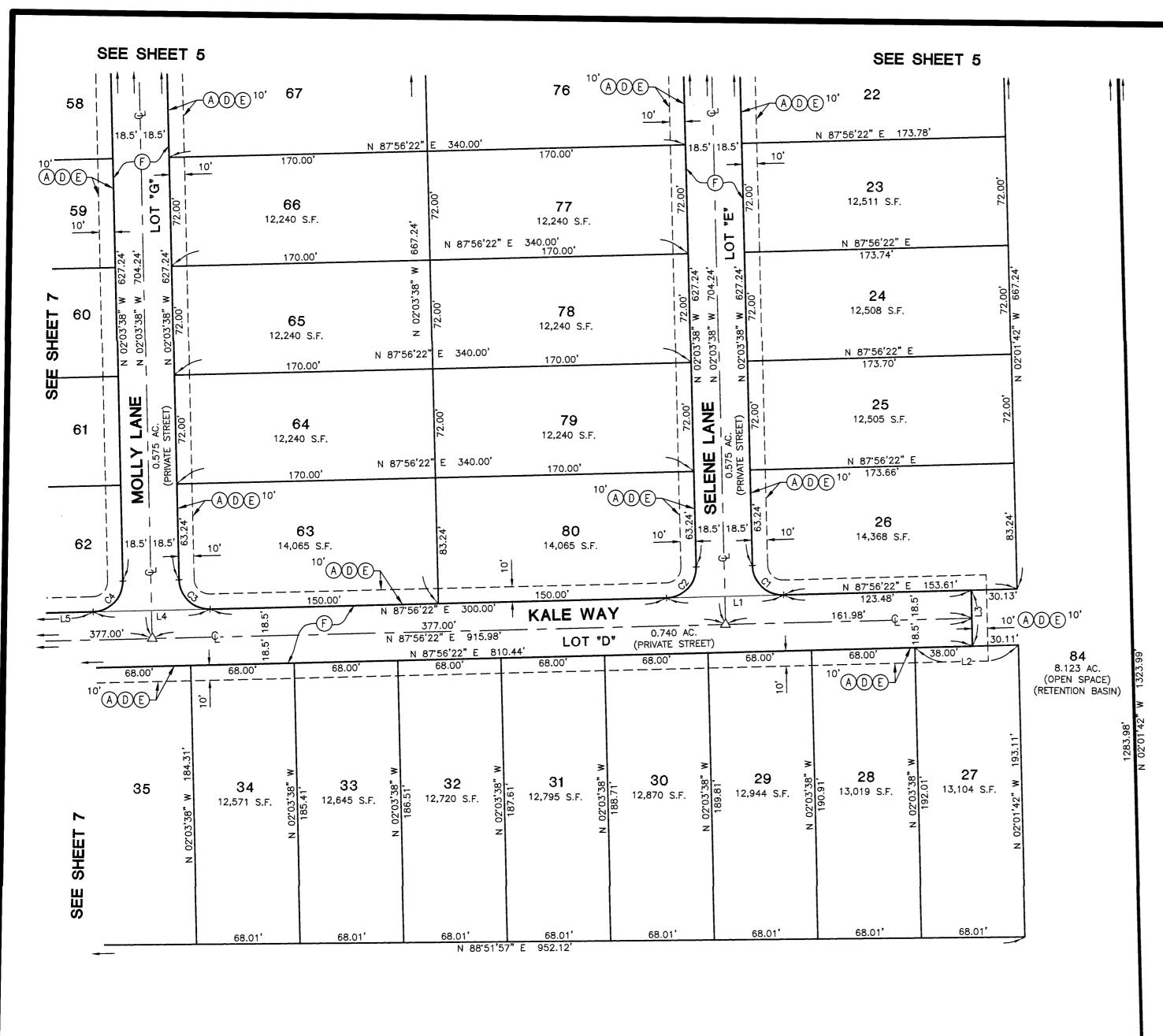
JULY - 2021

	CURVE	DATA	ļ
NO.	DELTA	RADIUS	LENGTH
C1	90'00'00"	20.00'	31.42
C2	90'00'00"	20.00'	31.42
C3	90'00'00"	20.00'	31.42'
C4	90'00'00"	20.00'	31.42'

LINE DATA			
NO.	BEARING	LENGTH	
L1	N 87'56'22" E	77.00'	
L2	N 87'56'22" E	68.11'	
L3	N 02'03'38" W	37.00'	
L4	N 87'56'22" E	77.00'	
L5	N 87'56'22" E	300.00'	

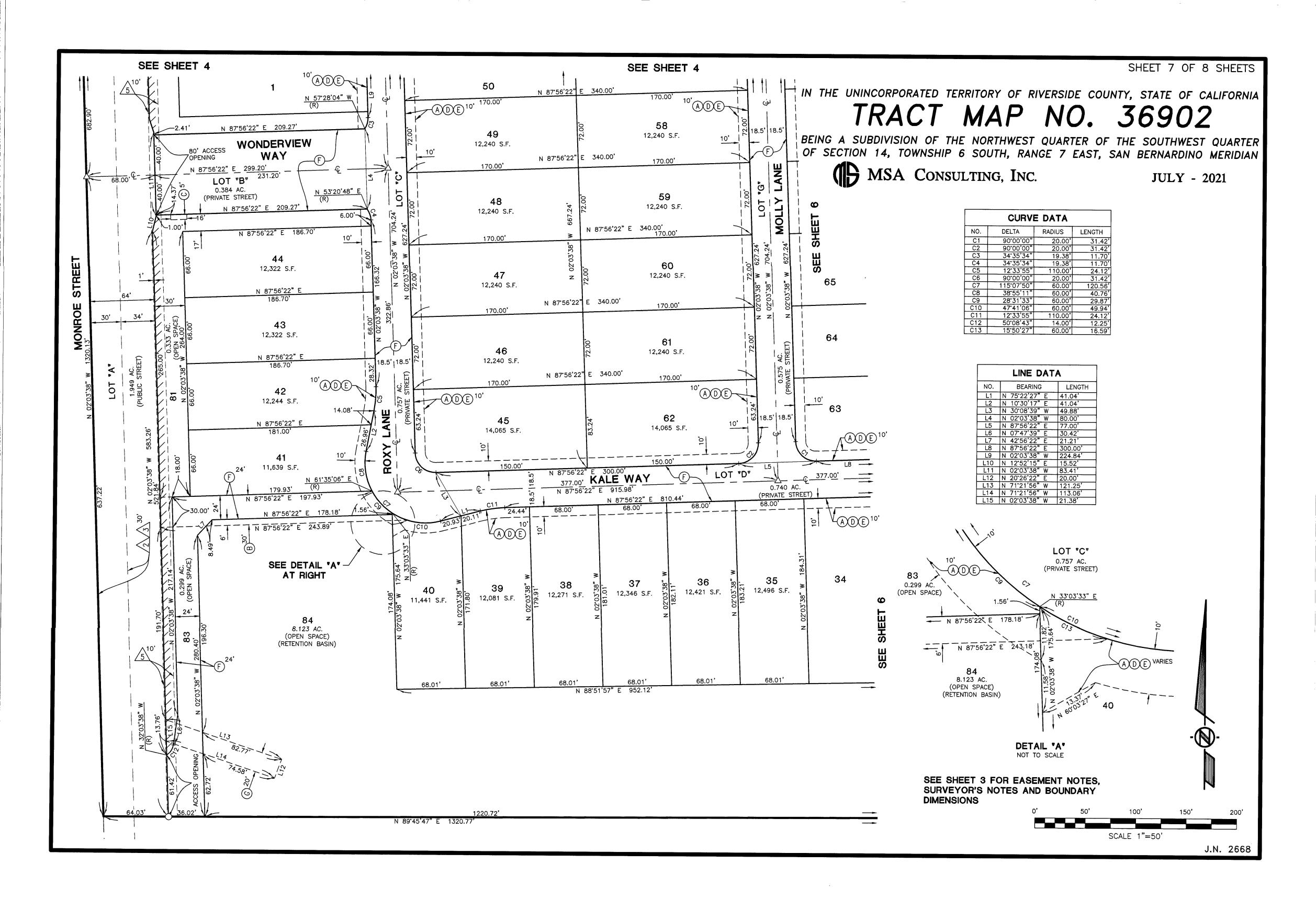
SEE SHEET 3 FOR EASEMENT NOTES, SURVEYOR'S NOTES AND BOUNDARY DIMENSIONS

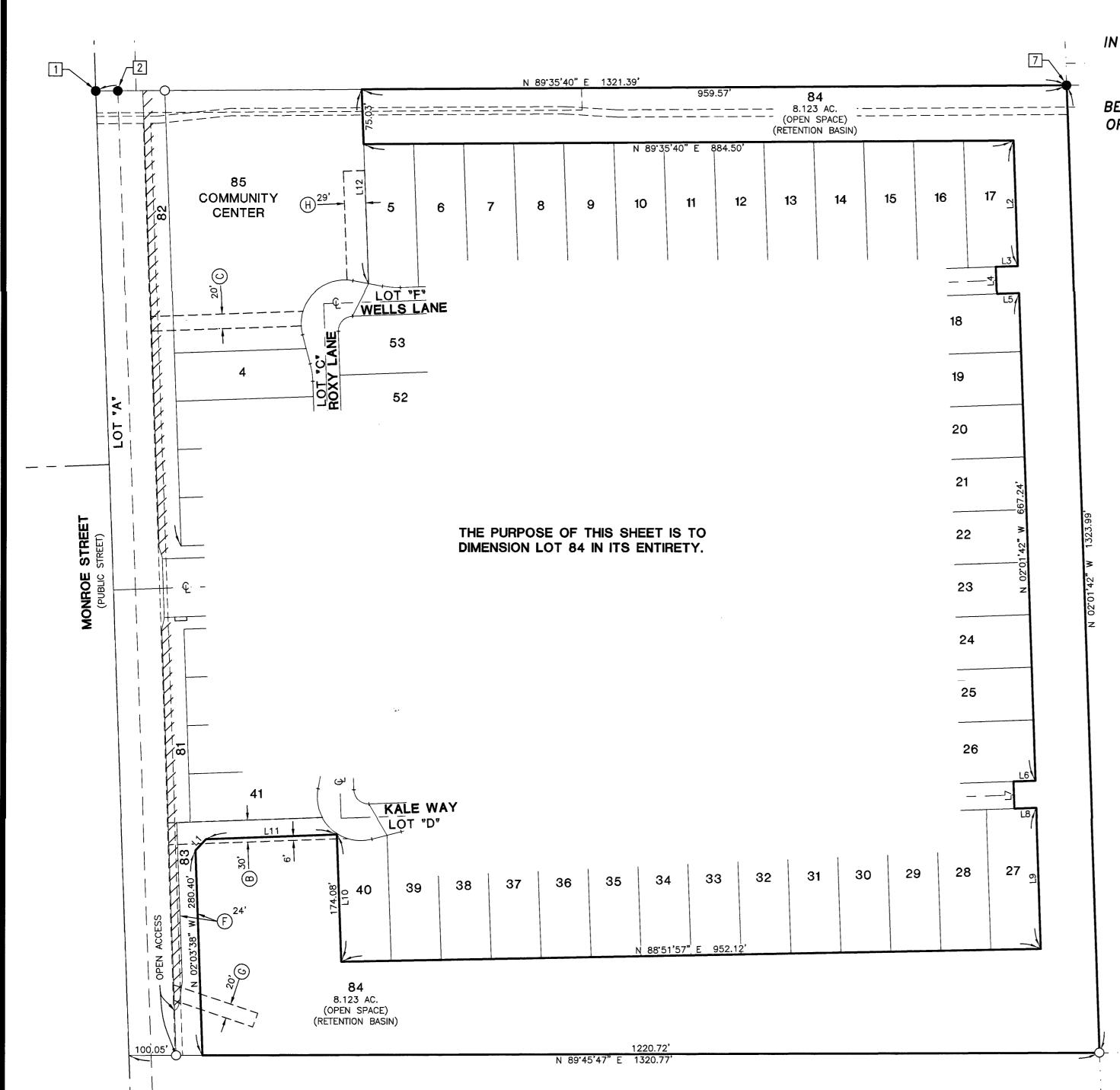
0' 50' 100' 150' 200' SCALE 1"=50'



8.123 AC.

(OPEN SPACE)
(RETENTION BASIN)





IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT MAP NO. 36902

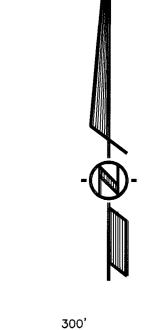
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

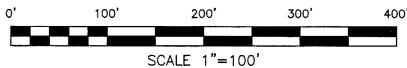
MSA CONSULTING, INC.

JULY - 2021

LINE DATA			
NO.	BEARING	LENGTH	
L1	N 42.56'22" E	21.21	
L2	N 02'01'42" W	172.00'	
L3	N 87'56'22" E	30.03'	
L4	N 02'03'38" W	37.00'	
L5	N 87'56'22" E	30.01	
L6	N 87'56'22" E	30.13'	
L7	N 02'03'38" W	37.00'	
L8	N 87'56'22" E	30.11	
L9	N 02'01'42" W	193.11'	
L10	N 02'03'38" W	175.64	
L11	N 87'56'22" E	178.18'	
L12	N 02.03,38, M	265.68'	

SEE SHEET 3 FOR EASEMENT NOTES, SURVEYOR'S NOTES AND BOUNDARY DIMENSIONS





ENVIRONMENTAL CONSTRAINT SHEET

55TH

AVENUE

(PUBLIC STREET)

(1320.06')R5 (1320.70')R1(1320.04')R4 1320.03'

N 89'37'24" E

16

18

19

20

21

22

23

24

25

26

28 | 27

ESP PER R

30 29

Z

84

ESP PER R1-

1320.28'

15

14

(N 89'36'30" E 2641.41')R2 (N 89'38'55" E 2641.40')R1

12

13

72

73

74

75

76

77

78

79

80

84

(OPEN SPACE)
(RETENTION BASIN)

AIRPORT BOULEVARD (PUBLIC STREET)

(1320.70')R1 (1321.36')R4 (1321.34')R5

84 (OPEN SPACE) (RETENTION BASIN)

11

LOT "F"

71

70

69

68

67

66

63

LOT "D"

34 | 33 | 32 | 31

N 89'45'47" E 2640.85'

10

N 89'35'40" E 1321.39'

8

WELLS LANE

53

52

51

50

49

48

47

46

45

0

54

55

56

57

58

59

60

61

KALE WAY

38 37 36 35

(N 89'48'16" E 1320.50' R1) 1320.77'

N 89'55'02" E 2640.28'

(N 89°57' E 2639.45')R1

(N 89'54'49" E 2640.23')R2

15 | 14

COMMUNITY

CENTER

2

80' ACCESS

WONDERVIEW

WAY

LOT "B"

43

42

41

(ACCESS EASEMENT)

-(OPEN SPACE)

- 61.42' ACCESS OPENING

-OPENING

34'

NO. 32742 427/61-64

TR. M.B.

NO. 29347-4

TR. M.B.

STREET

MONROE

64'

30,

SHEET 1 OF 1 SHEET

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT MAP NO. 36902

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

MSA Consulting, Inc.

JULY - 2021

MONUMENT NOTES

- The state of the s
- Provided Fig. 3/4" I.P. WITH NAIL, DN. 1.0', PER R.S. 13/96, ACCEPTED AS A POINT ON THE EASTERLY RIGHT OF WAY OF MONROE AVENUE.
- [3] FD. 3/4" I.P. W/PLASTIC PLUG ILLEGIBLE, DN. 0.5', PER P.M. 7127, P.M.B. 27/83 AND P.M. 29145, P.M.B. 194/52-53, ACCEPTED AS THE CENTER OF SECTION 14.
- 4 FD. 1.5" COPPERWELD WITH PUNCH MARK, FLUSH PER R.S. 128/57, ACCEPTED AS THE SOUTH 1/4 CORNER OF SECTION 14.
- 5 FD. 4-X TIES W/NAIL AND TAG "L.S. 7083" PER C.R. 07-0527 ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 14.
- [6] FD. 1" I.P. W/TAG, PER CR210330 "PLS 4989", FLUSH, ACCEPTED AS NORTHEAST CORNER NORTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 14.

ENVIRONMENTAL CONSTRAINT NOTES

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.

"LOTS NOS. 1-80, AS SHOWN ON THIS MAP. ARE LOCATED PARTLY OR WHOLLY WITHIN, OR WITHIN 300 FEET OF. LAND ZONED FOR PRIMARILY AGRICULTURAL PURPOSES BY THE COUNTY OF RIVERSIDE. IT IS THE DECLARED POLICY OF THE COUNTY OF RIVERSIDE THAT NO AGRICULTURAL ACTIVITY, OPERATION, OR FACILITY, OR APPURTENANCE THEREOF, CONDUCTED OR MAINTAINED FOR COMMERCIAL PURPOSES IN THE UNINCORPORATED AREA OF THE COUNTY, AND IN A MANNER CONSISTENT WITH PROPER AND ACCEPTED CUSTOMS AND STANDARDS, AS ESTABLISHED AND FOLLOWED BY SIMILAR AGRICULTURAL OPERATIONS IN THE SAME LOCALITY, SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC DUE TO ANY CHANGED CONDITION IN OR ABOUT THE LOCALITY, AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN THREE (3) YEARS, IF IT WASN'T A NUISANCE AT THE TIME IT BEGAN. THE TERM "AGRICULTURAL ACTIVITY, OPERATION OR FACILITY, OR APPURTENANCES THEREOF" INCLUDES, BUT IS NOT LIMITED TO, THE CULTIVATION AND TILLAGE OF THE SOIL, DAIRYING, THE PRODUCTION, CULTIVATION, GROWING AND HARVESTING OF ANY APICULTURE, OR HORTICULTURE, THE RAISING OF LIVESTOCK, FUR BEARING ANIMALS, FISH OR POULTRY, AND ANY PRACTICES PERFORMED BY A FARMER OR ON A FARM AS INCIDENT TO, OR IN CONJUNCTION WITH. SUCH FARMING OPERATIONS, INCLUDING PREPARATION FOR MARKET, DELIVERY TO STORAGE OR TO MARKET, OR TO CARRIERS FOR TRANSPORTATION TO MARKET." IN THE EVENT THE NUMBER OF LOTS, OR THE CONFIGURATION OF LOTS, OF THE FINAL MAP DIFFERS FROM THAT SHOWN ON THE APPROVED TENTATIVE MAP, THE ACTUAL LANGUAGE USED ABOVE SHALL REFLECT THOSE LOTS WHICH ARE PARTLY OR WHOLLY WITHIN 300 FEET OF AGRICULTURALLY ZONED (A-1, A-2, A-P, A-D) PROPERTIES.

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.

