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



ITEM: 2.17 (ID # 25614) MEETING DATE: Tuesday, July 30, 2024

Kimberly A. Rector

Clerk of the Board

FROM: TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37078 a Schedule "A" Subdivision in the French Valley area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Improvement Agreements for Final Tract Map 37078 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 37078.

ACTION:Consent

Dennis Acuna, Director of Transportation

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.

7/18/2024

Aves:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None

None

Date:

July 30, 2024

XC:

Trans.

Page 1 of 2 ID# 25614 2.17

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

FINANCIAL DATA	Current Fiscal Y	ear:	Next Fiscal	Yea	r:	Т	otal Cost:		Ongoin	g Cost	
COST	\$	0		\$	0		\$	0		\$	0
NET COUNTY COST	\$	0	,	\$	0		\$	0		\$	0
SOURCE OF FUNDS: Applicant Fees 100							Budget Adjustment:			N/A	4
COUNCE OF FORD	10070				For Fise	N/A					

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

The Tentative Map of Tract Map 37078 was approved by the Board of Supervisors on June 8, 2021, as Agenda Item 21.2. Final Tract Map 37078 is a 30.62-acre subdivision creating 3 lots for condominium purposes, 2 basin lots, and 2 park lots, in the area of French Valley. 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.

Lennar Homes of California, LLC., A California limited Liability Company 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 37078 \$1,112,500 for the completion of road and drainage improvements.

TR 37078 \$60,000 for the completion of the water system.

TR 37078 \$80,000 for the completion of the sewer system.

TR 37078 \$61,000 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 37078 Vicinity Map
TR 37078 Improvement Agreement
TR 37078 Mylars

Jason Farin Principal Management Analyst 7/25/2024 Google Frindle, DA ASST COUNTY COUNSEL 7/19/2024

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 Lennar Homes of California, LLC., A California Limited Liability Company, 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 TR 37078, 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 Million One Hundred Twelve** Thousand Five Hundred and no/100 Dollars (\$1,112,500.00).

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

TR 37078

Page 1
JUL 3 0 2024 2.17

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

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

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

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

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8th Floor Riverside, CA 92501 Lennar Homes of California, LLC., A California Limited Liability Company 980 Montecito Dr., Suite 300 Corona, CA 92879

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

By William
Print Name William Salviste
Title A thirited Agent
Ву
Print Name
Title

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

WITNESS my hand and official seal.

Signature

Strutto

State of California County of Riverside)
On 11-20-2023 before me, Kim Strutter, Notary Public (insert name and title of the officer)
personally appeared Sacriste 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.

KIM STRUTTON Notary Public - California Riverside County

Commission # 2405490 My Comm. Expires May 24, 2026

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By CHUCK WASHINGTON, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the the Construction of Road/Drainage Improvements TR 37078

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 Lennar Homes of California, LLC., A California Limited Liability Company, 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 TR 37078, 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 Easter Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Sixty Thousand and no/100 Dollars (\$60,000.00).

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

TR 37078

Page 1

JUL 3 0 2024 2.17

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.

Agreement for the Construction of Water System Improvements

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, 8th Floor Riverside, CA 92501

Contractor

Lennar Homes of California, LLC., A California Limited Liability Company 980 Montecito Dr., Suite 300 Corona, CA 92879

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

By
Print Name William Saviste
Title Authorized Rount
Ву
Print Name
Γitle

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.

County of Kileside
on 11-20-2023 before me, Kin Strutton, Notary Public (insert name and title of the officer)
personally appeared

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing

WITNESS my hand and official seal.

paragraph is true and correct.

Signature

(Seal)

KIM STRUTTON
Notary Public - California
Riverside County
Commission # 2405490
My Comm. Expires May 24, 2026

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE CHUCK WASHINGTON, CHAIR Board of Supervisors ATTEST: KIMBERLY RECTOR, Clerk of the Board APPROVED AS TO FORM County Counsel

Revised 09/01/2020

Agreement for the the Construction of Water System Improvements TR 37078 Page 4

JUL 3 0 2024 2.17

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 <u>Lennar Homes of California</u>, <u>LLC.</u>, <u>A California Limited Liability Company</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as TR 37078, 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 Easter 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 Eighty Thousand and no/100 Dollars (\$80,000.00).

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

TR 37078

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

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

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

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

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

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

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

County

Contractor

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

Lennar Homes of California, LLC., A California Limited Liability Company 980 Montecito Dr., Suite 300 Corona, CA 92879

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

By
Print Name William Sawiste
Title Puthwilld Agent
Ву
Print Name

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.

WITNESS my hand and official seal.

Signature

State of California County of Killing de
On 11-20-2023 before me, Kim Strutton, Notary Public (insert name and title of the officer)
personally appeared
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KIM STRUTTON
Notary Public - California
Riverside County
Commission # 2405490
My Comm. Expires May 24, 2026

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By CHUCK WASHINGTON, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Construction of Sewer System Improvements TR 37078
Page 4

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>Lennar Homes of California</u>, <u>LLC.</u>, <u>A California Limited Liability Company</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as TR 37078, 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>Sixty-One Thousand and no/100 Dollars</u> (\$61,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the 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

TR <u>37078</u>

Page 1

JUL 3 0 2024 2.17

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

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

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

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 4080 Lemon Street, 8th Floor Riverside, CA 92501 Lennar Homes of California, LLC., A California Limited Liability Company 980 Montecito Dr., Suite 300 Corona, CA 92879

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

By OOO
Print Name William Samiste
Title RAMMEN Agust
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 Riverside							
On 11-20-2023 before me, Kin Strutton, Notary Public (insert name and title of the officer)							
personally appeared 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. KIM STRUTTON Notary Public - California Riverside County							
Signature (Seal)							

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By CHUCK WASHINGTON, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By Deputy

APPROVED AS TO FORM

County Counsel

Revised 09/01/2020

Agreement for the Placement of Survey Monuments TR 37078

Page 4

JUL 3 0 2024 2.17

INCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIF

RACT MAP NO. 37078

SUBDIVISION OF PARCEL 2 OF A PARCEL MAP SHOWN BY MAP ON FILE IN BOOK 5, PAGE 47 OF PARCIN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WITHIN SECTION 32, TOWNSHIP SOUTH, RANGE 2 WEST, S.B.M.

CONDOMINIUM PURPOSES



JULY 2022

EDGMENT

HER OFFICER COMPLETING THIS CERTIFICATE INTITY OF THE INDIVIDUAL WHO SIGNED THE S CERTIFICATE IS ATTACHED, AND NOT THE Y, OR VALIDITY OF THE DOCUMENT.

BEFORE ME,

A NOTARY PUBLIC PERSONALLY

S. Bease

WHO

ASIS OF SATISFACTORY EVIDENCE TO BE

NAME(S) IS/ARE SUBSCRIBED TO THE

ACKNOWLEDGED TO ME THAT

THE SAME IN HIS/HER/THEIR

ES), AND THAT BY HIS/HER/THEIR

NSTRUMENT THE PERSON(S), OR THE

WHICH THE PERSON(S) ACTED,

INT.

TY OF PERJURY UNDER THE LAWS OF THE HAT THE FOREGOING PARAGRAPH IS TRUE

mane Adams	
07/01/2025	
607030	_
BUSINESS IS Maricapa	COUNTY.

TAX BOND CERTIFICATE

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

DATE TULY 3, 2024 SUPPLEMENTAL TAX
YET EXT

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: ______, DE

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECC THIS OFFICE, AS OF THIS DATE, THERE ARE NO AGAINST THE PROPERTY SHOWN ON THE WITHIN MY UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL 1 OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, TAXES OR SPECIAL ASSESSMENTS COLLECTED AS 1 NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 143,600.

DATE JULY 3, 2024 SUPPLEMENTAL TAX YET EXTE

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

R. DUQUETTE **7)** P.L.S. 7566



C<u>OUNTY SURVEYOR'S STATEMENT</u>

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 37078 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 08, 2021, THE EXPIRATION DATE BEING ACCE, 2027, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ES ANY INTS NOT

1-25 DATED:

BY: DAVID L. MCMILLAN COUNTY SURVEYOR

L.S. 8488 EXP. 12/31/2024 P.L.S. 8488

BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE. HEREON PURSUANT TO THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE OF LOTS "B", AND "D", FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG STATE HIGHWAY NO. 79, AND LOT "C" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE STATE HIGHWAY MAINTAINED ROAD SYSTEM.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "E" THROUGH "K", INCLUSIVE, AS SHOWN HEREON, IS HEREBY ACCEPTED.

THE OFFER OF DEDICATION FOR THE DRAINAGE EASEMENTS OVER LOT 1, AS SHOWN HEREON, IS HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AS PART OF COUNTY COMMUNITY FACILITIES DISTRICT NO. 24-1M, SUBJECT TO IMPROVEMENTS IN ACCORDANCE TO COUNTY STANDARDS.

DATE: JULY 30 __,2024

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS

ATTEST:

KIMBERLY RECTOR

SEC. 3½, T.6S., R.2W., S.B.M.

D

MAP.

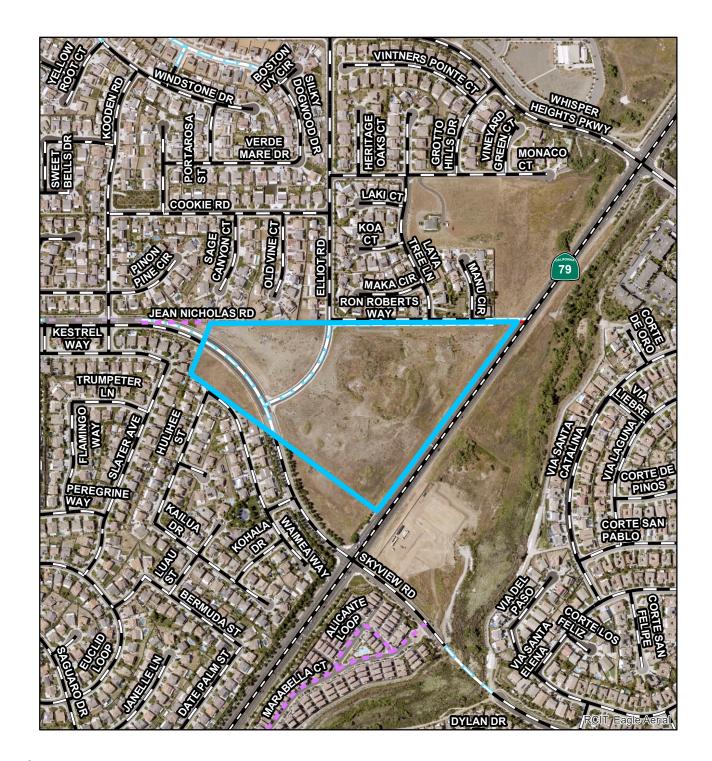
ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY RECORDS MANAGEMENT PROGRAM RECORDS TRANSFER LIST, part 1

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											
				8. ORG.#			10. DATE 07/31/2024				
4. ORGANIZATION County of Riverside				9. AC	9. ACCOUNT# 11. MEDIA CODE						
5. ADDRESS	4080 Le	emon St., Room	127		12. N	12. NO. OF BOXES TRANSFERRED					
CITY	Riversi	de, Ca. 92501			13. RECORDS TRANSFERRED BY:						
6. MAIL STO	Р	7. Name PHONE # Naomy Sicra 9	FAX# 955-1069 955-1	071	14. RECORDS COORDINATOR (must be Authorized):						
15. BOX # (Temp)	DESCRIPTION OF RECORDS			17. RANGE OF YEARS		18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE		20. PERMANENT BOX # (Barcode label)		
	Board Date 07/31/2024 - Item No 2.17										
	Final Parcel Map No 37078 - Sched "A"										
	SUBDIVISION IN THE FRENCH VALLEY AREA										
	District 3										
21. RECORDS RECEIVED BY:					30. REMARKS						
22. TITLE ACC. 23. RECEIVED VIA:				/							
24. DATE RECEIVED: 25. TIME RECEIVED:											
26. BOXES VERIFIED BY:											
28. NAME\DATE SCANNED TO HOLDING AREA:					29. NAME\DATE SCANNED TO LOCATION:						



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 37078

Section 32, T.6S. 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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "D" INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY

AS A CONDITION OF DEDICATION OF JEAN NICHOLAS ROAD (LOT "A"), ELLIOT ROAD (LOT "B"), RON ROBERTS WAY (LOT "D") AND WINCHESTER ROAD (LOT "C"). THE OWNERS OF LOTS 1, 2, 3, 4, 6, AND 7, 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 LOTS "E" THROUGH "K", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THE TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "E" THROUGH "K", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "E" THROUGH "K", INCLUSIVE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING WITHIN LOTS 2, 3, AND 4, AS SHOWN HEREON, THE DEDICATION IS FOR ACCESS AND LANDSCAPE MAINTENANCE

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE COUNTY COMMUNITY FACILITIES DISTRICT NO. 24-1M, WITHIN LOT 1 HEREON, THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE

WE HEREBY RETAIN LOTS 1 AND 6, IN FEE INDICATED AS "WATER QUALITY BASIN" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSÍGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP

WE HEREBY RETAIN LOTS 3 AND 5, IN FEE INDICATED AS "PARK" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP

WE HEREBY RETAIN UNTO OURSELVES, OUR SUCCESSORS, HEIRS, AND ASSIGNEES, THE EASEMENT INDICATED AS ACCESS AND UTILITY EASEMENT LYING WITHIN LOTS 2, 4 AND 7 AS SHOWN HEREON.

OWNER'S

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP.

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. ITS AUTHORIZED AGENT

STEVEN S. BENSON, ITS MANAGER

OPTIONEE'S STATEMENT

MEMORANDUM OF OPTION AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY **TABLES**

CONVERSION TO LENNAR HOMES OF CALIFORNIA IN (OPTIONEE), BY DOCUMENT RECORDED AUGUST 25, 2023, AS DOCUMENT NO. 2023-253160 OF OFFICIAL RECORDS.



NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK - WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483. ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

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

FRACT MAP NO. 37078

BEING A SUBDIVISION OF PARCEL 2 OF A PARCEL MAP SHOWN BY MAP ON FILE IN BOOK 5, PAGE 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WITHIN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

FOR CONDOMINIUM PURPOSES

Michael Baker INTERNATIONAL JULY 2022

NOTARY ACKNOWLEDGMENT

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

Anzona STATE OF COUNTY OF Muicopa

Jaime manie Adams _, A NOTARY PUBLIC PERSONALLY Steven S. Benson 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

SIGNATURE

MY COMMISSION EXPIRES _ 07/01/2015

607 030 MY COMMISSION NUMBER

MY PRINCIPAL PLACE OF BUSINESS IS Maricopa

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA. COUNTY OF RIVERSIDE

ON JULY 2, 2024

BEFORE ME.

APPEARED GOOFFREY SMITH 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

Kim Strutton

MY COMMISSION EXPIRES 05/24/2026

MY COMMISSION NUMBER 2405490

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIAU

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$143,600.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

> THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

CASH OR SURETY BO MATTHEW JENNINGS COUNTY TAX COLLECTOR

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 \$ 143,600.

THIS CERTIFICATION EXCLUDES ANY 2024 SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

VALLEY-WIDE RECREATION AND PARK DISTRICT

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

GENERAL MANAGER

ABANDONMENT NOTE:

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

THOSE PORTIONS OF AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES, WITHIN LOTS 1, 2, AND 7. RECORDED DECEMBER 20, 2005 AS INSTRUMENT NO. 2005-1047847 OF OFFICIAL RECORDS WITHIN THIS TRACT MAP.

ALL OF THAT EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES RECORDED AUGUST 22, 2006 AS DOCUMENT NO. 2006-0616526 OF OFFICIAL RECORDS WITHIN THIS TRACT MAP SHEET 1 OF 8 SHEETS

RECORDER'S STATEMENT

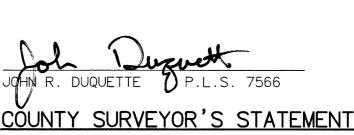
ILED THIS DAY OF, O, ATM. IN BOOK OF APS, AT PAGES, AT THE REQUEST F THE CLERK OF THE BOARD.
0
EE:
ETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
Y: DEPUTY
UBDIVISION GUARANTEE:

LENNAR TITLE INC., AGENT FOR DOMA TITLE INSURANCE

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 LENNAR HOMES IN JULY 2022. 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: JUNE 26, 2024



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 37078 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 08, 2021, THE EXPIRATION DATE BEING JUNE 08, 2025, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED:, 2024	
BY: DAVID L. MCMILLAN COUNTY SURVEYOR L S 8488	

EXP. 12/31/2024



BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON PURSUANT TO THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE OF LOTS "A" "B", AND "D", FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG STATE HIGHWAY NO. 79, AND LOT "C" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE STATE HIGHWAY MAINTAINED ROAD SYSTEM.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "E" THROUGH "K", INCLUSIVE, AS SHOWN HEREON, IS HEREBY ACCEPTED.

THE OFFER OF DEDICATION FOR THE DRAINAGE EASEMENTS OVER LOT 1. AS SHOWN HEREON, IS HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AS PART OF COUNTY COMMUNITY FACILITIES DISTRICT NO. 24-1M, SUBJECT TO IMPROVEMENTS IN ACCORDANCE TO COUNTY STANDARDS.

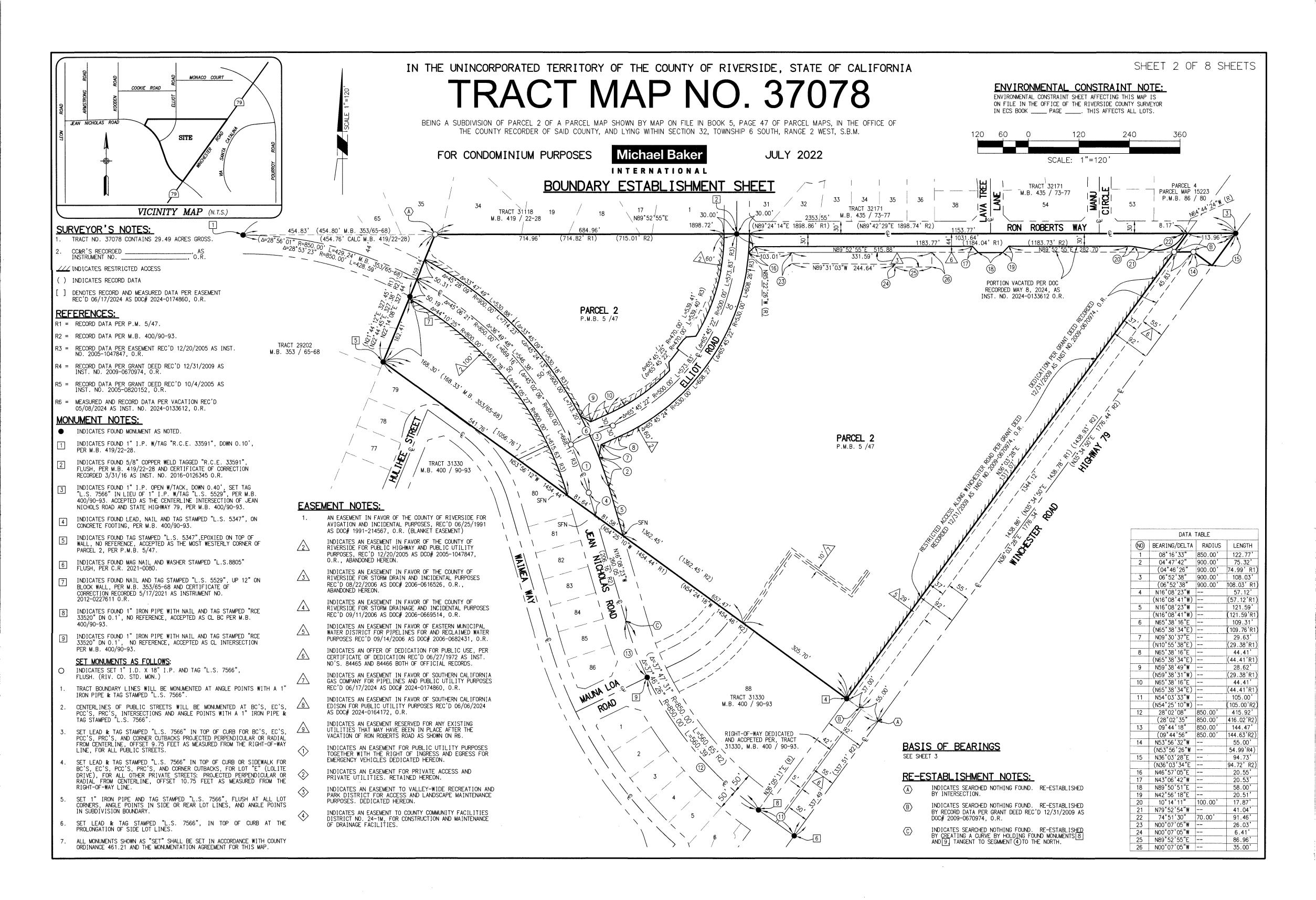
DATE: _			_,2024		
COUNTY	OF	RIVERSIDE,	STATE	0F	CALIFORNIA

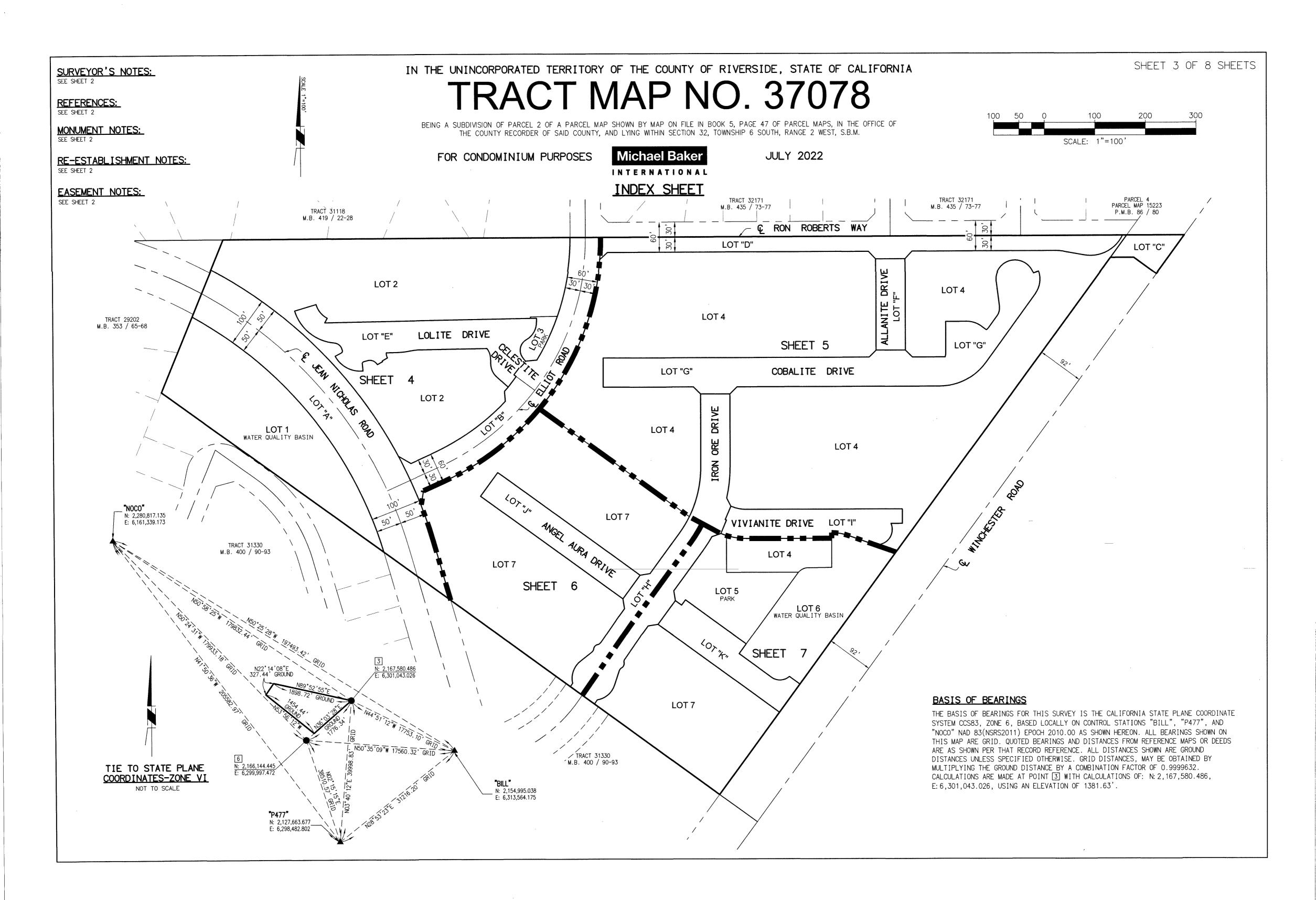
KIMBERLY RECTOR CLERK OF THE BOARD OF SUPERVISORS

SEC. 32, T.6S., R.2W., S.B.M.

ATTEST:

BY:		BY:			_	DEPU
CHAIRMAN OF	THE BOARD OF SUPERVISORS	J			,	02.0
IP#230007	SCHEDULE "A"	SEC.	32,	T.6S.,	R.2W.,	S.B.N





SURVEYOR'S NOTES: SEE SHEET 2

MONUMENT NOTES:

REFERENCES:

SEE SHEET 2

SEE SHEET 2

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

SHEET 4 OF 8 SHEETS

CT MAP NO. 37078

EASEMENT NOTES: SEE SHEET 2

BEING A SUBDIVISION OF PARCEL 2 OF A PARCEL MAP SHOWN BY MAP ON FILE IN BOOK 5, PAGE 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WITHIN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

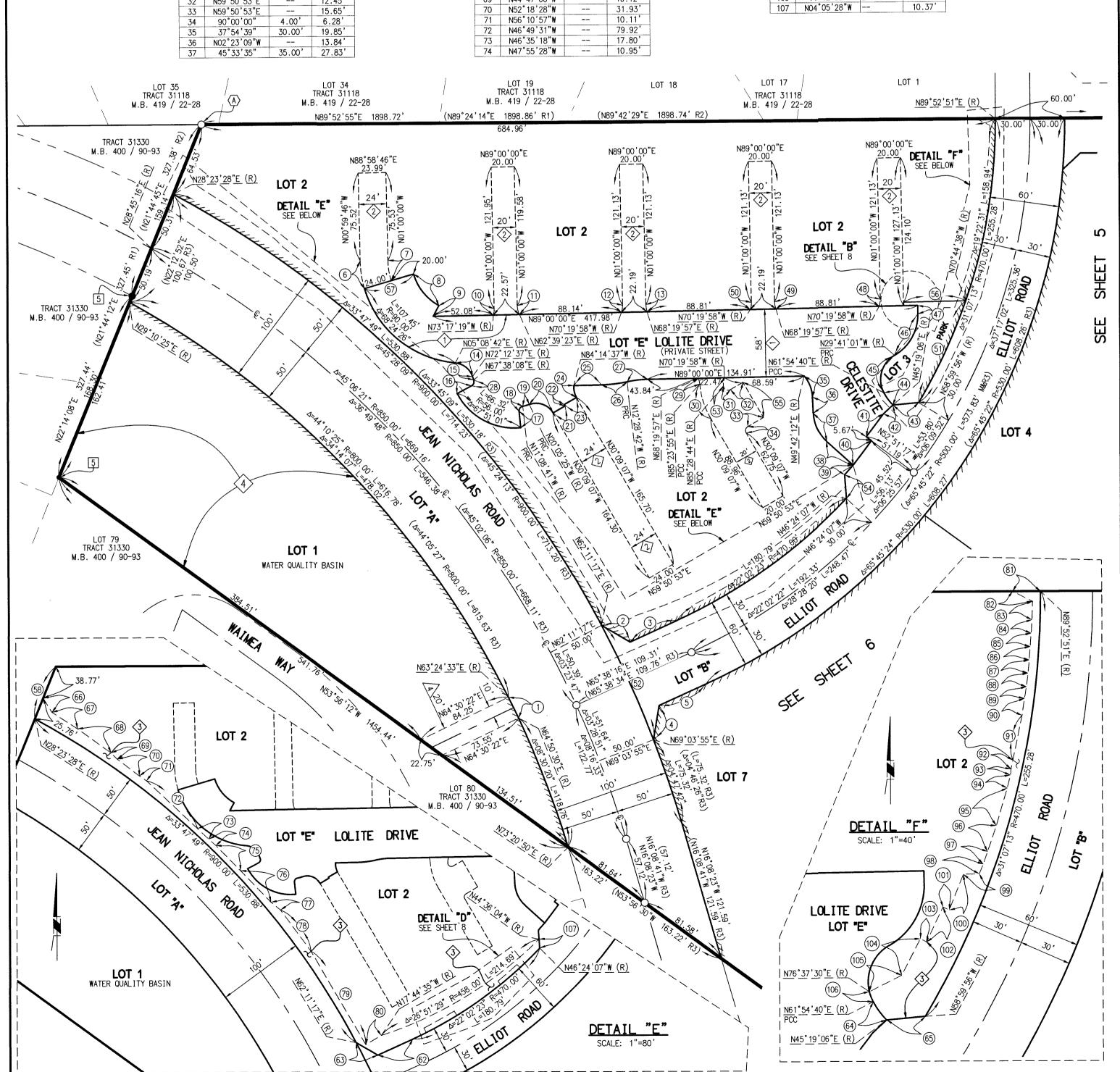
BASIS OF BEARINGS: SEE SHEET 3

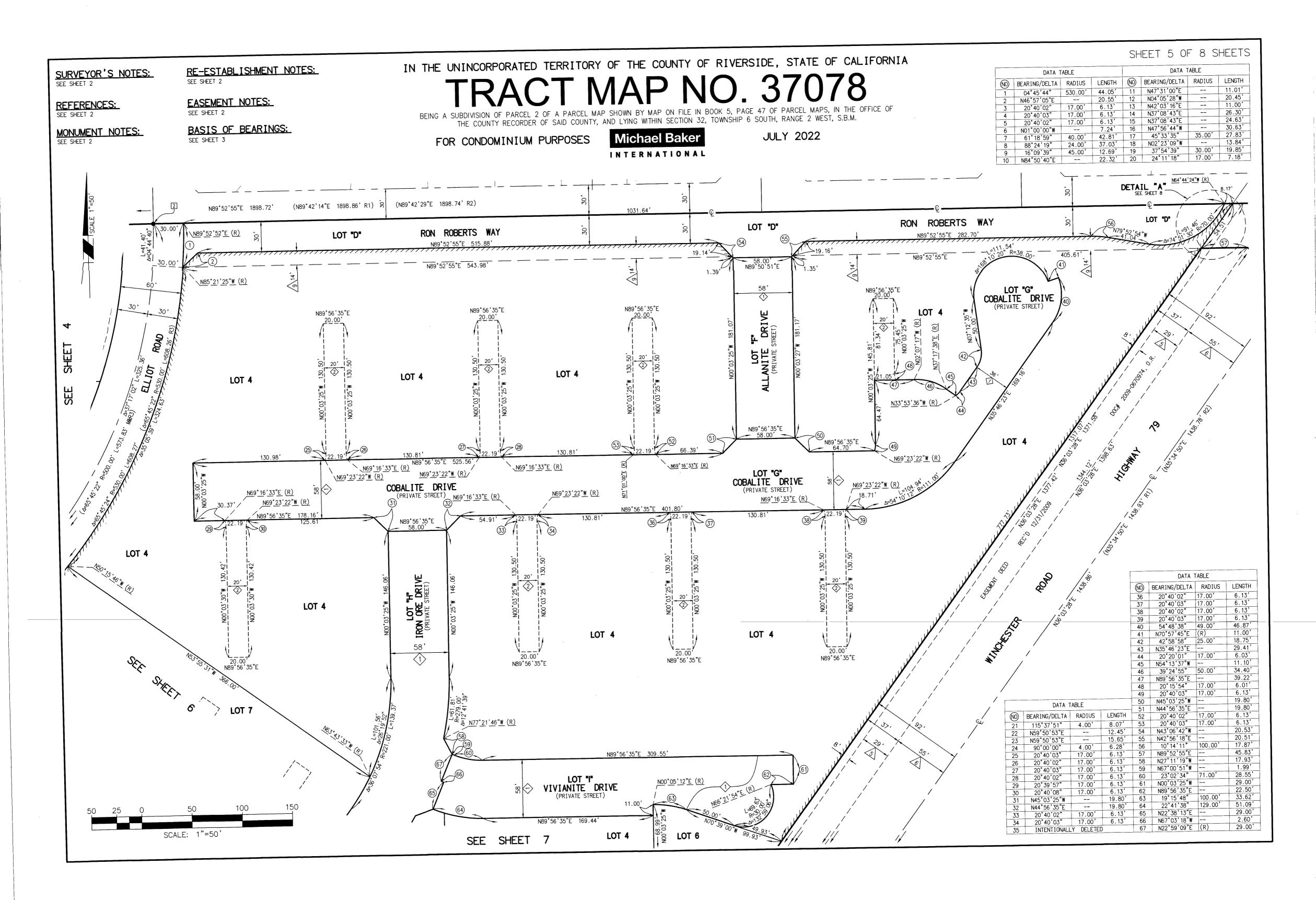
RE-ESTABLISHMENT NOTES: SEE SHEET 2

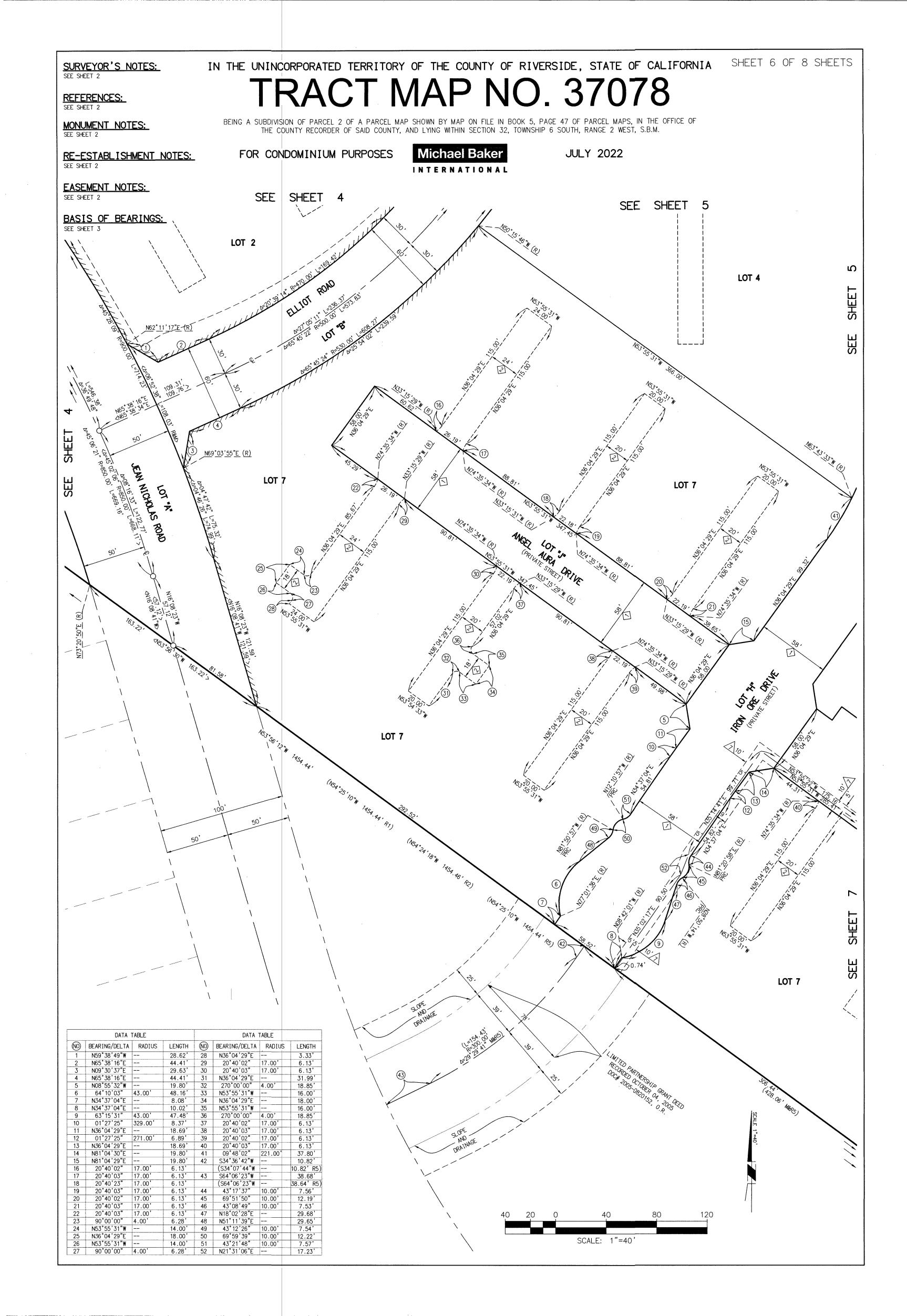
FOR CONDOMINIUM PURPOSES

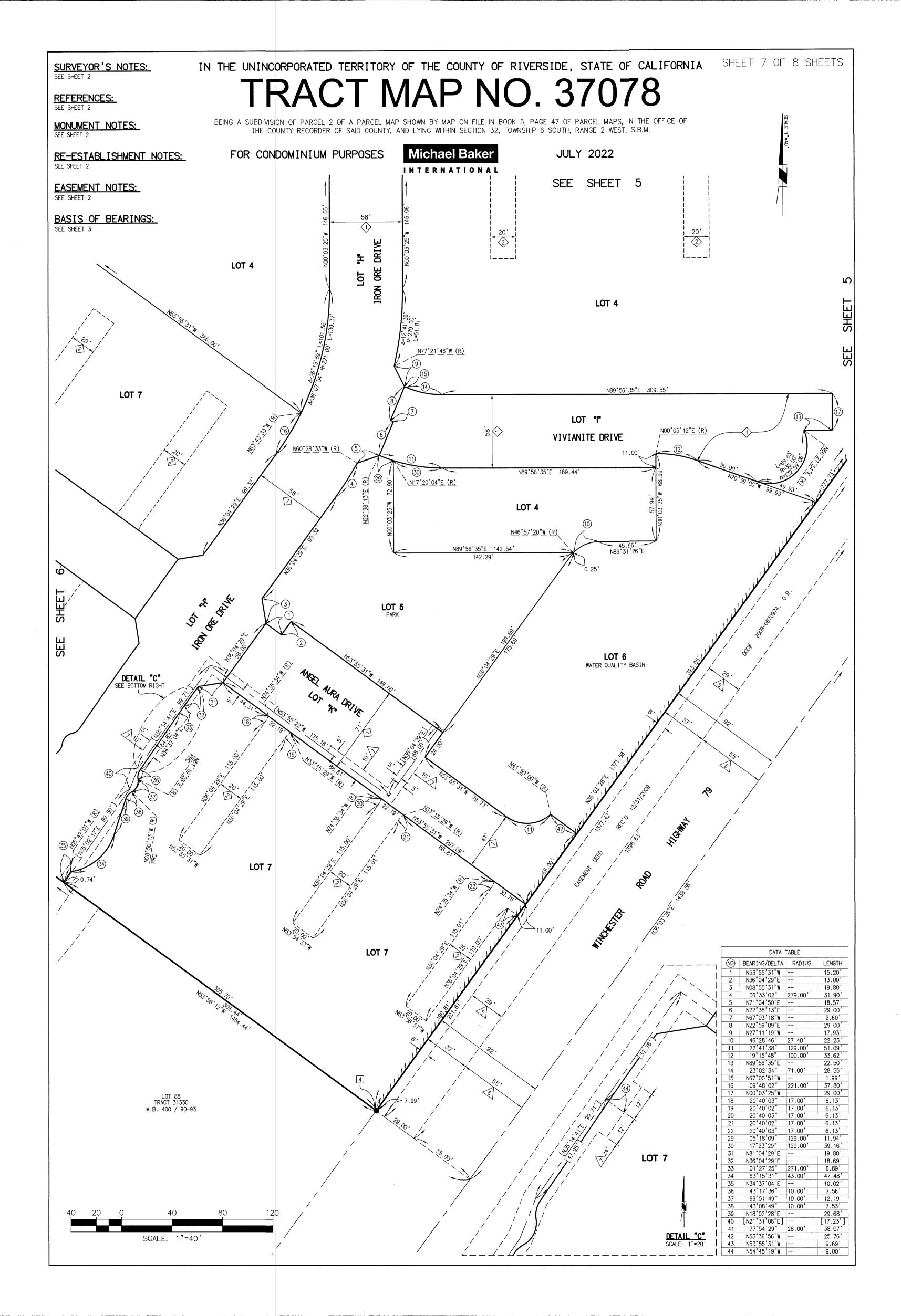
Michael Baker INTERNATIONAL JULY 2022

	60 30	0 60	0	120	180			
			. 11	191	***			
		SCALE:	1"=60"					
OUT TIPE		DATA TABLE					DATA TABLE	
DATA TABLE			- DIDILIO	LENGTH		(NO)	BEARING/DELTA RADIUS	LENGTH
(NO) BEARING/DELTA RADIUS LENGTH		NO BEARING/DELTA	RADIUS	LENGTH		(10)		40.39
1 01°25'57" 800.00' 20.00'		38 N47°56'44"W		30.63		75	N44°13'52"W N43°50'08"W	50.15
2 N59°38'49"W 28.62'	-	39 N42°03'16"E		11.00		76	N50°37'19"\\	14.21
3 N65°38'16"E 44.41'		40 N37°08'43"E		26.30		77	N36°25'48"W	58.83
4 N09°30'37"E 29.63'		41 N37°08'43"E		24.63		78 79	N30°21'01"W	123.91
5 N65°38'16"E 44.41'		42 N47°31'00"E		11.01		80	N59°51'31"E	20.70
6 15°27'06" 90.00' 24.27'		43 N84°50'24"E		22.32'		81	N89°52'55"E	16.06'
7 15°27'06" 66.00' 17.80'		44 16°35'24"	45.00'	13.03'		82	N63°25'01"W	12.83
8 44°54'43" 46.00' 36.06'		45 88°24'19"	24.00'	37.03		83	N02°25'49"E	10.46
9 N28°38'25"E 10.38'		46 61°18'59"	40.00'	42.81' 7.24'		84	N03°05'46"E	7.73'
10 17°42'41" 17.00' 5.26'		47 N01°00'00"W				85	N03'51'08"E	7.71'
11 26°20'37" 17.00' 7.82'		48 20°40'02"	17.00'	6.13'		86	N04°36'19"E	7.70'
12 20°40'02" 17.00' 6.13'	_	49 20°40'03"	17.00'			87	N05°22'18"E	7.55
13 20°40′03" 17.00′ 6.13′	_	50 20°40'02"	17.00'	6.13' 96.34'		88	N07°10'04"E	7.89
14 67°03'55" 17.00' 19.90'		51 11°44'42"	470.00'			89	N09°58'04"E	6.75
15 04°34'29" 38.00' 3.03'		52 06°52'38"	900.00'	108.03' 7.18'		90	N08°32'44"E	9.86
16 N62°10'14"E 14.19'	<u> </u>	53 24°11'18" 54 NO4°05'28"W	17.00'	20.45		91	N11°38'06"E	26.14
17 N05°40'47"W 14.19'				35.00		92	N11°54'14"E	5.22
18 84°32'06" 4.00' 5.90'		55 N30°09'07"W		53.59		93	N06°53'15"E	3.42'
19 08°56′44″ 38.00′ 5.93′		56 N88°57'27"E 57 N73°33'08"E	(R)	44.00'		94	N13°43'24"E	7.65
20 79°56′18" 17.00′ 23.72′	-		(K)	64.53		95	N16°38'31"E	22.38'
21 N59°50'53"E 12.00'	_			30.63		96	N18°55'16"E	15.67
22 N30°09'07"W 1.40'	_			11.00'		97	N19"44'54"E	7.65
23 N59°50'53"E 12.00'	-	60 N42°03′16″E 61 N04°05′28″W		20.45		98	N22°04'12"E	6.01
24 35°54'30" 17.00' 10.65'				44.41		99	N89°00'00"E	9.17
25 N89°00'00"E 24.15'		62 N65°38′16″E 63 N59°38′49″W		28.62		100	N21°41'50"E	22.02'
26 11°28'42" 111.00' 22.24' 27 11°28'42" 89.00' 17.83'	_	64 16°35'34"	45.00'	13.03		101	N66°05'26"W	4.00'
	-	65 N84°50'24"E	45.00	22.32		102	N25° 37' 58" E	22.00'
28 84°32'06" 4.00' 5.90' 29 17°03'58" 17.00' 5.06'		66 N31°41'39"W		19.21		103	N62°52'07"W	4.00'
	-	67 N57°02'05"W		34.81		104	N27°10'59"E	23.49
		68 N54° 15' 40" W		47.38		105	N63°25'02"E	20.86
	-	69 N44°47'00"\		10.12		106	14°42'50" 24.00'	6.16
32 N39 30 33 E 12.40		70 N52°18'28"W		31.93		107	N04°05'28"W	10.37
		71 N56°10′57″W		10.11			1141	L
		72 N46°49'31"W		79.92				
	-	73 N46°35'18"W		17.80				
36 NO2°23'09"W 13.84'		73 140 33 10 11		17.00				









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

RE-ESTABLISHMENT NOTES: SEE SHEET 2

TRACT MAP NO. 37078

SURVEYOR'S NOTES: SEE SHEET 2

BEING A SUBDIVISION OF PARCEL 2 OF A PARCEL MAP SHOWN BY MAP ON FILE IN BOOK 5, PAGE 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WITHIN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

SEE SHEET 2 MONUMENT NOTES: SEE SHEET 2

REFERENCES:

BASIS OF BEARINGS: SEE SHEET 3

EASEMENT NOTES:

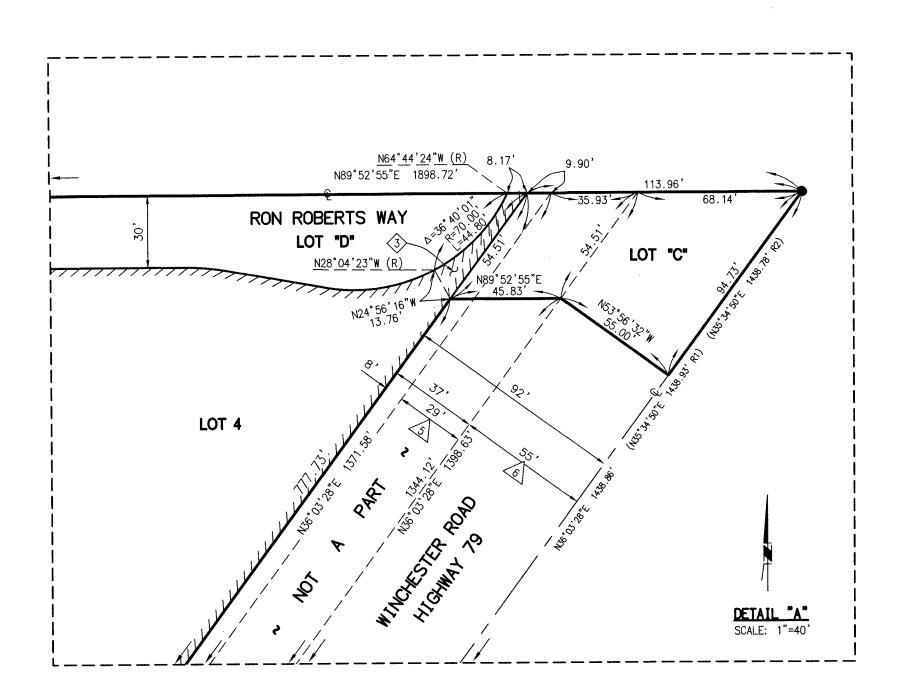
SEE SHEET 2

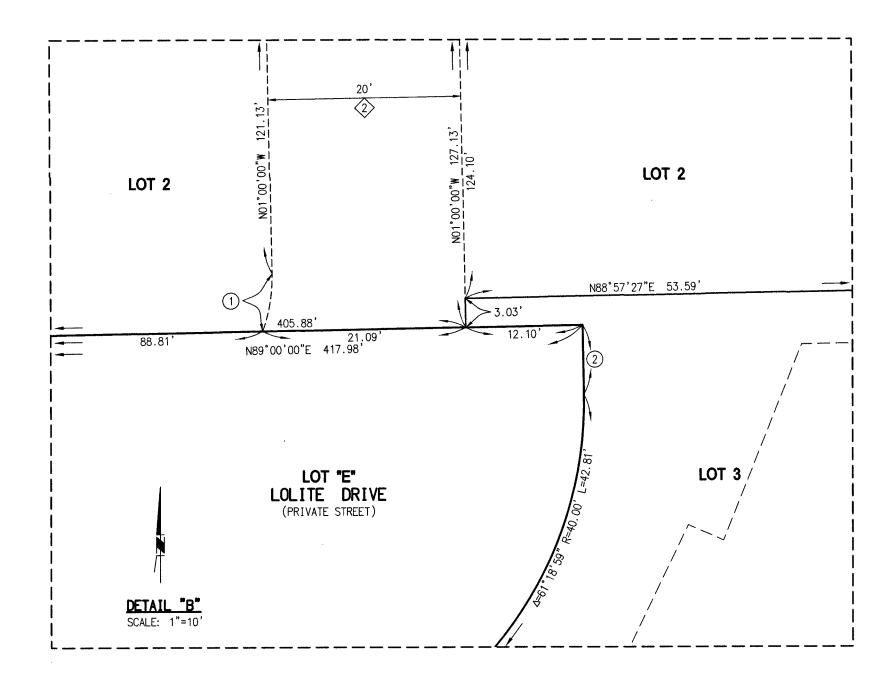
FOR CONDOMINIUM PURPOSES

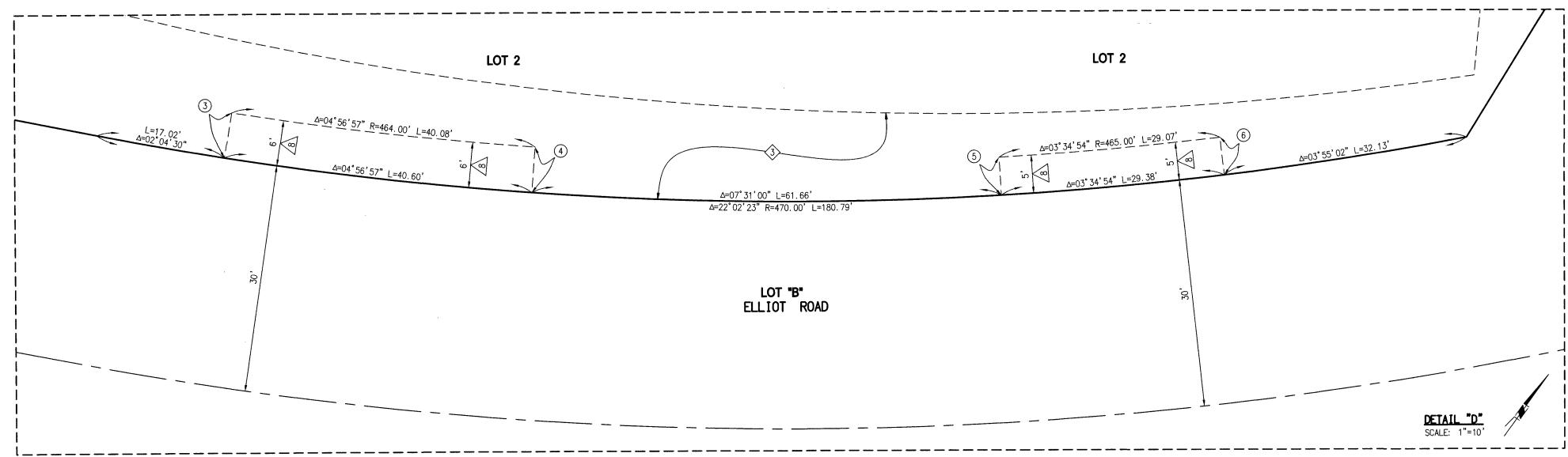
Michael Baker INTERNATIONAL

JULY 2022

DATA TABLE						
NO	BEARING/DELTA	RADIUS	LENGTH			
1	20°40'02"	17.00'	6.13'			
2	N01°00'00"W		7.24			
3	N26°26'14"W	(R)	6.00'			
4	N31°23'11"W	(R)	6.00'			
5	N38°54'11"W	(R)	5.00'			
6	N42°29'05"W	(R)	5.00'			







ENVIRONMENTAL CONSTRAINTS SHEET

