## AGREEMENT FOR SURVEY MONUMENTATION PM38975 – 203 VIOLET STREET – PWLE2024-0016

This Agreement is entered into as of this 6<sup>th</sup> day of November 2024, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and SANGEETA BEVLI, A SINGLE WOMAN AS TO AN UNDIVIDED 50% INTEREST AND SAN DEEPA BEVLI, A SINGLE WOMAN AS TO AN UNDIVIDED 50% INTEREST AS TENANTS IN COMMON with its principal office located at 21520 Yorba Linda Blvd G-173, Yorba Linda, CA 92887 (hereinafter referred to as "Developer").

#### **WITNESSETH:**

FIRST: Developer, for and in consideration of approval of PM38975 – 203 VIOLET STREET (hereinafter referred to as PM38975 – 203 VIOLET STREET map) has submitted to the City for its approval and subsequent recordation a map prepared by BLACK GOLD SURVEYING containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said PM38975 – 203 VIOLET STREET prior to having interior monuments set for said PM38975 – 203 VIOLET STREET Map, and in consideration has instructed to certify on said PM38975 – 203 VIOLET STREET Map that monuments will be set within ONE YEAR after recordation of PM38975 – 203 VIOLET STREET Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

**THIRD:** Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,500.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration, or addition to the terms of this Agreement.

**FOURTH:** The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel,

the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

**SIXTH:** If City determines that there is a violation of applicable federal, state, or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease-and-desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

**SEVENTH:** Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or willful misconduct

**EIGHTH:** If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

**NINTH:** All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

City of Corona Public Works Dept. 400 S. Vicentia Avenue

Corona, California 92882

**DEVELOPER:** 

Sangeeta Bevli and Sandeepa Bevli 21520 Yorba Linda Blvd G-173 Yorba Linda, CA 92887

**TENTH:** This Agreement contains the entire Agreement of the parties with respect to the subject

matter hereof, and supersedes all prior negotiations, understandings, or agreements, either in writing or oral, express, or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

SANGEETA BEVLI, a single woman as to an undivided 50% interest and

SANDEEPA BEVLI, a single woman as to an undivided 50% interest as tenants in common

By:	Smessta	/sever
	Sangeeta Bevli, tena	nt in common

By:	Kangleya	Harl.
•	Sandeepa Bévli, t	enant in common

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CITY CLERK
OF THE CITY OF CORONA

**CITY OF CORONA** 

Ву:	By:
City Clerk	Joanne Coletta, Planning and Development Director

NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of \_ Wana 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 JOHN DAVID CASTILLO paragraph is true and correct. lotary Public - California Orange County WITNESS my hand and official seal. Commission # 2472683 My Comm, Expires Nov 19, 2027 Signature Place Notary Seal and/or Stamp Above Signature of Notary Public - OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: \_\_\_\_\_ Document Date: Number of Pages: Signer(s) Other Than Named Above: \_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_ ☐ Corporate Officer — Title(s): \_\_\_ ☐ Corporate Officer – Title(s): \_ □ Partner – □ Limited □ General □ Partner – □ Limited □ General ☐ Individual ☐ Attorney in Fact □ Individual □ Attorney in Fact □ Guardian or Conservator ☐ Guardian or Conservator □ Trustee □ Trustee □ Other: \_ □ Other: \_

Signer is Representing: \_

Signer is Representing: \_\_\_

#### **EXHIBIT "A" LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 36 OF WEST SIDE ADDITION BEING A SUBDIVISION OF THE EASTERLY HALF OF LOT 12 IN BLOCK 66 OF THE LANDS OF THE SOUTH RIVERSIDE LAND AND WATER COMPANY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE MAP OF SAID SUBDIVISION ON FILE IN BOOK 6, PAGE 85, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PLS No. 8549

APN: 118-242-016

**BLACK GOLD SURVEYING** PREPARED BY ME OR UNDER MY SUPERVISION

10/17/2024

Scott Sturm, P.L.S. 8549

Date

## BLACK GOLD SURVEYING

#### A PROFESSIONAL CORPORATION

#### LAND SURVEYING- CIVIL ENGINEERING - DESIGN

201 HASTINGS STREET REDLANDS CA 92373

October 10, 2024

City of Corona 400 Sount Valencia Avenue Corona, CA 92882

Attention: Jennifer Tran, Associate Engineer

Re: Parcel Map No. 38975 - 203 Violet Street, Corona CA

Pursuant to the requirements of the City of Corona for final processing of Subdivision Maps, we are hereby informing you of the appropriate amount for monument bond for this Subdivision. In my professional opinion, a bond in the amount of \$1,500.00 is appropriate.

Please don't hesitate to call if you have any questions.

Sincerely,

Scott Sturm, PLS President





# Cash Register Receipt City of Corona

### Receipt Number R49481

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2024-0016 Address: 203 203 VIOLET ST	APN: 118242016		
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$1,500.00
TOTAL FEES PAID BY RECEIPT: R49481			\$1,500.00

Date Paid: Thursday, October 17, 2024

Paid By: GAGAN BEVIL

Cashier: MLE2

Pay Method: CREDIT CARD 0339193723

## RECORDED AT REQUEST OF AND WHEN RECORDED RETURN TO:

Sangeeta Bevli 21520 Yorba Linda Bvd G-173 Yorba Linda, CA 92887 Sandeepa Bevli 21520 Yorba Linda Bvd G-173 Yorba Linda, CA 92887

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APN:

(Space Above for Recorder's Use)

#### OWNER AFFIDAVIT AND DEED RESTRICTION FOR URBAN LOT SPLIT / TWO-UNIT HOUSING DEVELOPMENT (CMC 16.18.050)

THIS OWNER AFFIDAVIT AND DEED RESTRICTION ("Deed Restriction") is made and entered into this day of October, 2024, by Sandeepa Bevli ("Owner"), as an express condition of an Urban Lot Split and/or a Two-Unit Housing Development pursuant to Chapter 16.18 of the Corona Municipal Code for that certain real property situated in the City of Corona, County of Riverside, State of California, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in Chapter 16.18 of the Corona Municipal Code.

Owner, for itself and its successors and/or assigns, hereby covenants, acknowledges, and agrees that:

- 1. <u>No Non-Residential Uses.</u> Non-residential uses shall be prohibited on the Property, except for home occupations permitted pursuant to chapter 17.80 of the Corona Municipal Code.
- 2. Occupancy Requirement. The record owner of the Property shall occupy one of the dwelling units on the Property as their principal residence for at least three (3) years from the date of the City of Corona's approval of an Urban Lot Split for the Property.
- 3. <u>No Short Term Rentals.</u> Leases or rental agreements for the Property that are for less than thirty (30) days, including short-term rentals, are prohibited.
- 4. <u>No Subsequent Urban Lot Splits.</u> If an Urban Lot Split has been approved for the Property, any subsequent Urban Lot Split of the Property, or any portion thereof, shall be prohibited.

- 5. <u>Maximum of Two Dwelling Units.</u> If an Urban Lot Split has been approved for the Property, no more than two (2) dwelling units of any kind may be constructed or maintained on each parcel created by the Urban Lot Split. Accessory dwelling units and junior accessory dwelling units shall be prohibited on the Property if a Two-Unit Housing Development is established on the Property.
- 6. Common Ownership. Dwelling units located on the same parcel shall not be owned or conveyed separately from one another. Fee interest in a parcel and all dwelling units located thereon must be held equally and undivided by the record owners of the parcel. If an Urban Lot Split has been approved for the Property, separate conveyance of each parcel created by the Urban Lot Split is permitted, subject to the requirements of §16.18.050(B) of the Corona Municipal Code.
- 7. <u>Affordable Housing Requirement.</u> If a Two-Unit Housing Development is established on the Property, at least one of the dwelling units established as part of the Two-Unit Housing Development shall be available at a rental rate affordable to low income or moderate income households if one or both of the units is rented or leased.
- 8. <u>Obligations Run with the Land.</u> This Deed Restriction shall be recorded as a covenant running with the land which shall be prior to all encumbrances, except all prior recorded liens, and shall be binding upon the heirs, devises, assigns, transferees, and successors in interest of the Owner.
- 9. <u>Severability.</u> If any sentence, clause, phrase, or portion of this Deed Restriction is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Deed Restriction.

The undersign declares under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this Deed Restriction was executed on the 17th day of October, 2024, at Orange, California.

By:

By:

SANGEETA BEVIL

SANDEEPA BEVLL

Data

Data

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

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

STATE OF CALIFORNIA	)	
COUNTY OF Orange	)	
instrument and acknowledge authorized capacity(ies), and	e to be the person(s) whose ha	e(s) on the instrument the person(s), or

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

John David Castllo Notary Public

JOHN DAVID CASTILLO
Notary Public - California
Orange County
Commission # 2472683
Ay Comm. Expires Nov 19, 2027

WITNESS my hand and official seal.

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