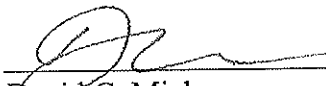



SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 30322 (Miscellaneous Case 4300)

**SR CONESTOGA, LLC**, a Delaware Limited liability company

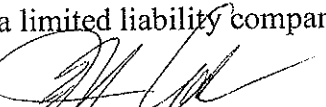
By: Strata Conestoga, LLC, a Delaware limited liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California limited liability company, Co-Managing Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )  
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David C Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Lien Agreement Document Date: 6/17/2016  
Number of Pages: nine Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C Michan  
 Corporate Officer — Title(s): manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: SR Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )  
On FEBRUARY 12, 2016 before me, CINDY R SMITH, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared JEFF COMERCHEIRO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT A

DOC # 2014-0462625  
12/04/2014 10:58 AM Fees: \$31.00  
Page 1 of 3 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY  
First American Title Company - JSD

AND WHEN RECORDED MAIL DOCUMENT TO:  
SR Conestoga, LLC  
C/O Strata Conestoga, LLC, 4370 La Jolla Village  
Drive Ste 960  
San Diego, CA 92122

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MREGSTON

Space Above This Line for Recorder's Use Only

**GRANT DEED**

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

A.P.N.: 461-200-028-3

T.R.A. No.071-331

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Rancon Winchester Valley 63, LLC, a California limited liability company**

hereby GRANTS to **SR Conestoga, LLC, a Delaware limited liability company**

the following described property in the City of **Unincorporated**, County of **Riverside**, State of **California**:

**(APN: 461-200-028)**

**PARCEL 2 OF PARCEL MAP NO. 31984, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210 PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**SUBJECT TO:**

1. Non-delinquent general and special real property taxes and assessments for the current fiscal year, and supplemental assessments accruing after the recordation of this Grant Deed; and
2. All covenants, conditions, restrictions, easements, reservations, rights and rights-of-way, dedications, offers of dedication, and other matters of record.

Grant Deed - continued

Date: **12/01/2014**

A.P.N.: 461-200-028-3

File No.: OSA-4743309 (jg)

Dated: **December 01, 2014**

Rancon Winchester Valley 63, LLC,  
a California limited liability company

By: [Signature] James T. Roberts  
Its: Co-Manager

By: [Signature] Daniel L. Stephenson  
Its: Co-MANAGER

STATE OF Arizona )SS  
COUNTY OF Maricopa )

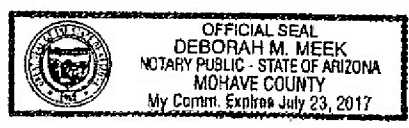
On 12-2-14 before me, DEBORAH M. MEEK, Notary  
Public, personally appeared JAMES T. ROBERTS

\_\_\_\_\_, 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  
[Signature]



*This area for official notarial seal*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of RIVERSIDE

On Dec 1, 2014 before me, PAULA B HACKBARTH Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L STEPHENSON  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Paula B HackbARTH  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT B** RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
**CONSTRUCTION COST WORKSHEET  
 AND PLAN CHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT MAP NO. WESTERN HILLS DR DATE: 1/21/2016  
 PP, CU, PU, MS OR VL NO. MS 4300 IP: 150017

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
	Street/Drainage	\$ 916,530.05	\$ 916,500.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water <u>EMWD</u> District Name	\$ 104,474.88	\$ 104,500.00	\$ 52,250.00
Sewer <u>EMWD</u> District Name	\$ 54,216.00	\$ 54,000.00	\$ 27,000.00
<b>Total</b>	<b>1,075,220.93</b>	<b>1,075,000.00</b>	<b>537,500.00</b>
Warranty Retention (10%)		\$ 107,500.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

*Danielle Logsdon* 1/21/2016  
 Signature Date  
Danielle Logsdon C71582 12/31/2017  
 Name Typed or printed RCE# Exp. Date



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

**\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.

3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT	
<b>ROADWAY EXCAVATION</b>					
1,798	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 35,960.00	
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) =                      Fill (f) =			
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00	
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00	
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00	
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)			
<b>EXHIBIT B</b>	95	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00 \$ 95.00	
		S.F.	Cold Plane A.C. Pavement	\$ 1.50 \$ 0.00	
		S.Y.	Grinding A.C. , in place	\$ 2.00 \$ 0.00	
		S.Y.	Remove A.C. Pavement	\$ 0.60 \$ 0.00	
		L.F.	Remove Curb and Gutter	\$ 18.00 \$ 0.00	
		L.F.	Remove A.C. Dike	\$ 3.00 \$ 0.00	
		EA.	Relocate Mailbox	\$ 250.00 \$ 0.00	
		L.F.	Remove Chain Link Fence	\$ 7.50 \$ 0.00	
		L.F.	Remove Barricade	\$ 10.00 \$ 0.00	
	1,289	TON	Asphalt Concrete ( 53,766 S.F.) ( 144 lbs/cu.ft)	\$ 90.00	\$ 116,010.00
	2,410	C.Y.	Agg Base Class II (53,766 S.F.)	\$ 50.00	\$ 120,500.00
	2.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (53,766 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,200.00
190	S.F.	AC overlay (min. 0.10') ( 190 SF)	\$ 0.90	\$ 171.00	
2,676	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 40,140.00	
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00	
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00	
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00	
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00	
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00	
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00	
3,500	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 35,000.00	
16,056	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 96,336.00	
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 0.00	
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00	
17	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 34,000.00	
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00	
180	L.F.	Barricades	\$ 100.00	\$ 18,000.00	
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00	



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1,368	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 13,680.00
	L.F.	Chain Link Fence ( 6' )	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
8	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 40,000.00
1	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 2,500.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall ( Std 2' )	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap ( 1/4 Ton ) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap ( 1/2 Ton ) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap ( 1 Ton ) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap ( 2 Ton ) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/4 Ton ) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/2 Ton ) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1 Ton ) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 2 Ton ) Method B	\$ 80.00	\$ 0.00
80	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 9,040.00
24	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 2,760.00
142	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 21,726.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

EXHIBIT B









**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
**PLANCHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT NO. WESTERN HILLS DR  
 PP, CU, PU, MS OR VL NO. MS 4300

SCH: \_\_\_\_\_ DATE: 1/21/2016  
 IP **150017**

<b>IMPROVEMENT COSTS (Including Contingencies)</b>	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 763,775.04
II. Water (Line C from Water Improvement Calculations)	\$ 87,062.40
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 45,180.00
<b>PLAN CHECK DEPOSIT CALCULATION</b>	
A. Street/Drainage ( % x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 7,637.75
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 7,637.75
<b>SURCHARGE FEE CALCULATION</b>	
D. Surcharge Fee (2% x C)	\$ 152.76
E. Total Plan Check Deposit and Surcharge Fee	\$ 7,790.51
<b>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</b>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
<b>COMMENTS</b>	

**COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION**

**NAME AND ADDRESS SHEET**

Please list the names and **business and residential addresses** of all persons who have executed the bonds and agreements, according to the partnership status of the entity (see pages 2 and 3 of this form) executing the bonds and agreements.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
David Michan	5780 Blazing Star Lane	San Diego	CA	92130
	4370 La Jolla Village Dr. Ste 960	San Diego	CA	92122
Jeff Comerchero	41981 Avenida Vista Ladera	Temecula	CA	92591
	41391 Kalmia Street, Ste 200	Murrieta	CA	92562

**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 SR Conestoga, 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 30322 (Miscellaneous Case 4300), hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and to furnish all labor, equipment and materials necessary to perform and complete construction within 48 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 Nine hundred sixteen thousand five hundred and no/100 Dollars (\$916,500.00).

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

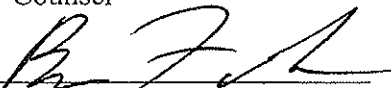
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By 

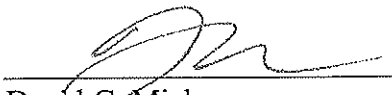
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPPLICATE

Revised 02/02/10


SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF  
ROAD/DRAINAGE IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4300)

**SR CONESTOGA, LLC**, a Delaware Limited  
liability company

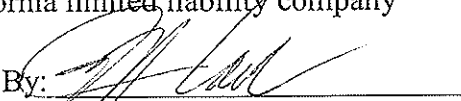
By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

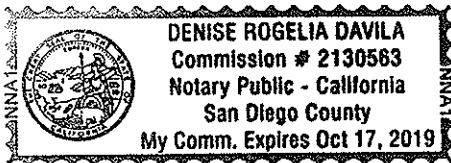
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmt Road Drainage Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): Manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: SE Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )

On FEBRUARY 12, 2016 before me, CINDY R SMITH, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared JEFF COMERZARZO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**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 SR Conestoga, 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 30322 (Miscellaneous Case 4300), hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and cause to have constructed within 48 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One hundred four thousand five hundred and no/100 Dollars (\$104,500.00).

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees

to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

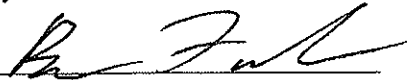
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By 

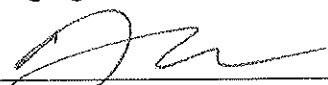
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPPLICATE



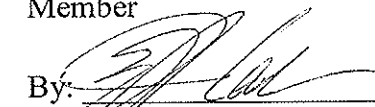
SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF WATER  
SYSTEM IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4300)

**SR CONESTOGA, LLC**, a Delaware Limited  
liability company

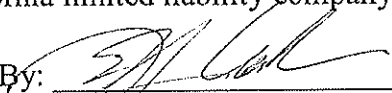
By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )  
County of San Diego )

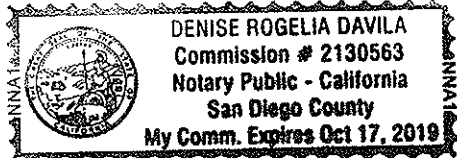
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmnd water System Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: SP Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )  
On FEBRUARY 12, 2016 before me, CINDY R SMITH, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared JEFF COMERCHEZO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**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 SR Conestoga, 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 30322 (Miscellaneous Case 4300)**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Fifty-four thousand and no/100 Dollars (\$54,000.00)**.

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other security prescribed by 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including

any extensions of time as may be granted therein.

ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

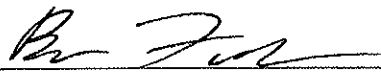
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel


By 

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

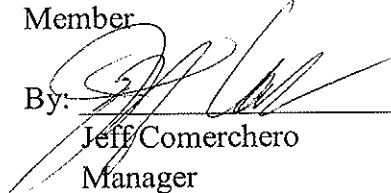
SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM  
IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4300)

**SR CONESTOGA, LLC**, a Delaware Limited  
liability company

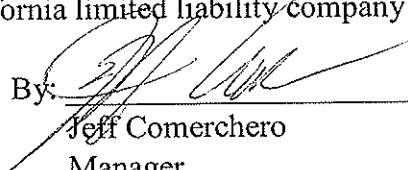
By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )  
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmt sewer system Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: SR Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )

On FEBRUARY 12, 2016 before me, CINDY R. SMITH, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared JEFF COMERCHEIRO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

<p><b>WHEN RECORDED PLEASE RETURN TO:</b></p> <p>RECORDING REQUESTED BY:</p> <p>Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504</p> <p><b><i>FOR THE BENEFIT OF THE COUNTY</i></b></p>	
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**LIEN AGREEMENT**

**As Subdivision Improvement Security for Tract 30322 (Miscellaneous Case 4301)**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR  
RECORDING INFORMATION

RECORDED AS A BENEFIT  
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

### LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and among the County of Riverside, a political subdivision of the State of California ("County") and \_\_\_\_\_ ("Owner").

### RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 30322 (Miscellaneous Case 4301)** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the

Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.

I. County has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of the Map.

J. Owner represents and County has confirmed that Owner has paid all plan check fees and has a deposit based fee account in good standing with the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Owner's Performance and Obligations

A. Owner hereby grants to County, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

(2) Payment of the balance of the fees or provision of the improvements or services described in Article X of the Subdivision Ordinance (collectively, "Fees"), in the amount required in accordance with Ordinance 671, as determined appropriate by the Director of Transportation.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the County. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the County.

C. At the time Owner executes this Lien Agreement, Owner shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay such additional costs to County prior to recordation of the reversion to acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if

the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits, substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

E. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes upon termination of this Lien Agreement. Owner also agrees to provide the substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvements at the time of substitution, as ascertained by County.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Map. At its sole discretion, the County may grant extensions of time in accordance with Section 17.3 of the Subdivision Ordinance. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the County, and issued within the 60 days prior to the request for an extension of time, that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the balance of the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the County in successfully enforcing Owners obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the County, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the County, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

## II. County's Performance and Obligations

A. Following (1) County's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(D) hereof, (2) deposit by Owner of fees for inspections, tests and other specific purposes, and (3) Owner's payment or other performance of the obligations encompassed by the Fees required by Article X of the Subdivision Ordinance, performance of which are secured by this Lien Agreement, County shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the County to construct the required Improvements.

### III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the County agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the County per Subdivision Ordinance § 17.1.A. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the County, except that Owner's obligation to perform and complete the Improvements within four (4) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Ordinance), as described in Section I(F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Ordinance to the contrary, so long as this Lien Agreement is utilized for security as described herein, the County is not obligated to accept offers of dedication for street or drainage purposes on the Property.

### IV. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the County in place of this Lien Agreement except as specifically authorized by County to correct or prevent threats to the public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay the Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to reorganize Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

G. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by Owner of any other term or condition of this Lien Agreement or of the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All references to Owner in this section shall be deemed to include Owner's successors, assignees and transferees.

#### V. County's Remedies

Upon the occurrence of any of the events described in Section IV, above, County may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at County's option, exercise any one or more of the following remedies:

A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Improvements, and all Fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

#### VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by County with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained

herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY OF RIVERSIDE ("COUNTY")

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER IHEM,  
Clerk of the Board

By: \_\_\_\_\_  
Deputy



\_\_\_\_\_ see attached signature block \_\_\_\_\_ (“OWNER”)

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

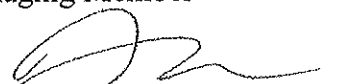
County Counsel

By: \_\_\_\_\_


SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 30322 (Miscellaneous Case 4301)

**SR CONESTOGA, LLC**, a Delaware Limited liability company

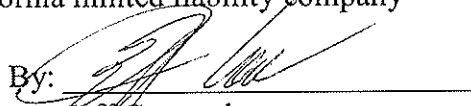
By: Strata Conestoga, LLC, a Delaware limited liability company,  
Co-Managing Member

By:   
David C. Michan  
Manager

By: Conestoga Development, LLC, a California limited liability company, Co-Managing Member

By:   
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )  
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmt Lien Document Date: 6/17/2016  
Number of Pages: nine Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C Michan  
 Corporate Officer — Title(s): Manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: SR Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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State of California )  
County of RIVERSIDE )  
On FEBRUARY 17, 2016 before me, CINDY R SMITH, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared JEFF COMERCHEIRO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT A

DOC # 2014-0462625

12/04/2014 10:58 AM Fees: \$31.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY**

First American Title Company - JSD

**AND WHEN RECORDED MAIL DOCUMENT TO:**

SR Conestoga, LLC

C/O Strata Conestoga, LLC, 4370 La Jolla Village

Drive Ste 960

San Diego, CA 92122

\*\*This document was electronically submitted to the County of Riverside for recording\*\*  
Received by: MREGSTON

Space Above This Line for Recorder's Use Only

**GRANT DEED**

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

A.P.N.: 461-200-028-3

T.R.A. No.071-331

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Rancon Winchester Valley 63, LLC, a California limited liability company**

hereby GRANTS to **SR Conestoga, LLC, a Delaware limited liability company**

the following described property in the City of **Unincorporated**, County of **Riverside**, State of **California**:

**(APN: 461-200-028)**

**PARCEL 2 OF PARCEL MAP NO. 31984, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 210 PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**SUBJECT TO:**

1. Non-delinquent general and special real property taxes and assessments for the current fiscal year, and supplemental assessments accruing after the recordation of this Grant Deed; and

2. All covenants, conditions, restrictions, easements, reservations, rights and rights-of-way, dedications, offers of dedication, and other matters of record.

Grant Deed - continued

Date: **12/01/2014**

A.P.N.: 461-200-028-3

File No.: OSA-4743309 (jg)

Dated: **December 01, 2014**

Rancon Winchester Valley 63, LLC,  
a California limited liability company

By: [Signature]  
James T. Roberts  
Its: Co-Manager

By: [Signature]  
Daniel L. Stephenson  
Its: CO-MANAGER

STATE OF Arizona )SS  
COUNTY OF Mohave )

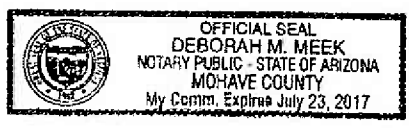
On 12-2-14, before me, DEBORAH M. MEEK, Notary  
Public, personally appeared JAMES T. ROBERTS

, 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  
[Signature]



*This area for official notarial seal*

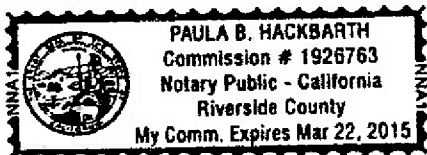
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of RIVERSIDE

On Dec 1, 2014 before me, PAULA B HACKBARTH, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L STEPHENSON  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Paula B HackbARTH  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_

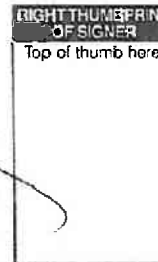
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 CONSTRUCTION COST WORKSHEET  
 AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. BEELER RD DATE: 1/21/2016  
 PP, CU, PU, MS OR VL NO. MS 4301 IP: 150018

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 784,899.86	\$ 785,000.00	\$ 392,500.00
*Flood Control	\$ 1,043,339.04	\$ 1,043,500.00	\$ 521,750.00
Water <u>EMWD</u> District Name	\$ 67,213.44	\$ 67,000.00	\$ 33,500.00
Sewer <u>EMWD</u> District Name	\$ 57,348.00	\$ 57,500.00	\$ 28,750.00
Total	<u>1,952,800.34</u>	<u>1,953,000.00</u>	<u>976,500.00</u>
Warranty Retention (10%)		<u>195,300.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

*Danielle M. Logsdon*  
 Signature

1/21/2016  
 Date

Danielle Logsdon  
 Name Typed or printed

C71582 12/31/2017  
 RCE# Exp. Date



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

**\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***

- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
- Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
- For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		<b>ROADWAY EXCAVATION</b>		
725	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 14,500.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) =                  Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
116	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 116.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 0.00
116	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 2,088.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
735	TON	Asphalt Concrete ( 38,980 S.F.) ( 144 lbs/cu.ft)	\$ 90.00	\$ 66,150.00
1,674	C.Y.	Agg Base Class II (38,980 S.F.)	\$ 50.00	\$ 83,700.00
3.1	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (38,980S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,836.00
232	S.F.	AC overlay (min. 0.10") (                  SF)	\$ 0.90	\$ 208.80
1,845	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 27,675.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
47	L.F.	Type "D" Curb	\$ 15.00	\$ 705.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
875	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 8,750.00
11,070	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 66,420.00
3,375	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 27,000.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
5	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 10,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
990	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 9,900.00
	L.F.	Chain Link Fence ( 6' )	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
6	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 30,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall ( Std 2' )	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
2	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 4,000.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap ( 1/4 Ton ) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap ( 1/2 Ton ) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap ( 1 Ton ) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap ( 2 Ton ) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/4 Ton ) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/2 Ton ) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1 Ton ) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 2 Ton ) Method B	\$ 80.00	\$ 0.00
6	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 678.00
13	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 1,495.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
1	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 2,200.00
1	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 4,000.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

EXHIBIT B





RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
 WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ 0.00
	L.F.	6" Waterline	\$ 16.00	\$ 0.00
856	L.F.	8" Waterline	\$ 21.00	\$ 17,976.00
	L.F.	10" Waterline	\$ 27.00	\$ 0.00
	L.F.	12" Waterline	\$ 31.00	\$ 0.00
	L.F.	18" Waterline	\$ 40.00	\$ 0.00
	EA.	4" Gate Valve	\$ 650.00	\$ 0.00
	EA.	6" Gate Valve	\$ 800.00	\$ 0.00
1	EA.	8" Gate Valve	\$ 850.00	\$ 850.00
	EA.	10" Gate Valve	\$ 1,050.00	\$ 0.00
	EA.	12" Gate Valve	\$ 1,250.00	\$ 0.00
	EA.	Fire Hydrant (6") Super	\$ 2,500.00	\$ 0.00
4	EA.	Fire Hydrant (6") Standard	\$ 2,300.00	\$ 9,200.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
	EA.	6" Misc. Fittings	\$ 200.00	\$ 0.00
3	EA.	8" Misc. Fittings	\$ 250.00	\$ 750.00
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0.00
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0.00
	EA.	Blowoffs (4")	\$ 1,600.00	\$ 0.00
26	EA.	Service Connections	\$ 475.00	\$ 12,350.00
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 0.00
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0.00
3	EA.	Air and Vacuum Valve.	\$ 1,850.00	\$ 5,550.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
	A.	<b>Subtotal</b>		\$ <b>46,676.00</b>
	B.	Administrative Contingency (20% x A)		\$ 9,335.20
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	<b>Water Total (A + B)</b>		\$ <b>56,011.20</b>
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND ( ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 11,202.24
	E.	<b>Water Total (C + D)</b>		\$ <b>67,213.44</b>

EXHIBIT B



**EXHIBIT B**

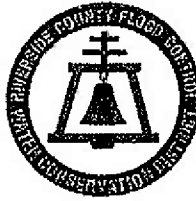
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
**PLANCHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT NO. BEELER ROAD  
 PP, CU, PU, MS OR VL NO. MS 4301

SCH: \_\_\_\_\_ DATE: 1/21/2016  
 IP **150018**

<b>IMPROVEMENT COSTS (Including Contingencies)</b>	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 654,083.22
II. Water (Line C from Water Improvement Calculations)	\$ 56,011.20
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 47,790.00
<b>PLAN CHECK DEPOSIT CALCULATION</b>	
A. Street/Drainage ( % x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 6,540.83
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 6,540.83
<b>SURCHARGE FEE CALCULATION</b>	
D. Surcharge Fee (2% x C)	\$ 130.82
E. Total Plan Check Deposit and Surcharge Fee	\$ 6,671.65
<b>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</b>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
<b>COMMENTS</b>	

WARREN D. WILLIAMS  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
FAX 951.788.9965  
www.rcflood.org

201816

### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

January 13, 2016

Mr. Alan French  
Senior Civil Engineer  
Riverside County Transportation Department  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

*BLF/LOR*

Dear Mr. French:

Re: Winchester Hills - Line 2, Stage 1, *1P156018*  
Revised Bonding Estimate *\$ 72,308.00*  
MS4301/Tract 30322; Project No. 4-0-0576-01  
Drawing No. 4-0898; Account 137-0-3-75216

Please find below a detailed construction cost estimate of the drainage facilities to be constructed as part of the improvements for Tract 30322, Winchester Hills - Line 2, Stage 1. The District will inspect these facilities, as shown below. The estimated cost of these facilities is \$869,449. The developer shall pay the appropriate inspection fee to the District prior to scheduling a pre-construction meeting. The \$869,449 shall be the basis upon which the District shall collect field inspection fees.

Item	District	Unit	Unit Cost	Total
5'Hx 10'W RCB (1,025 LF)	953	CY	\$590.00	\$562,270.00
Headwall and Wingwall	1	EA	\$8,000.00	8,000.00
Riprap ¼ Ton	680	CY	\$100.00	68,000.00
Junction Structures (No. 1 & 3)	5	EA	\$3,550.00	17,750.00
Transition Structure No. 1	1	EA	\$14,770.00	14,770.00
Manhole No. 3	4	EA	\$2,100.00	8,400.00
Cutoff Wall	10	LF	\$13.50	135.00
Structural Excavation	5,478	CY	\$8.00	43,824.00
Fencing/Handrail	70	LF	\$17.60	1,232.00
Concrete Apron	8	SF	\$20.00	160.00
Subtotal				\$ 724,541.00
20% Contingency				\$ 144,908.20
Total				\$ 869,449.20
120% for Map Recordation				\$1,043,339.04
3% Inspection Fee				\$ 26,100.00
Total Fees Due				\$ 26,100.00

Very truly yours,

*Henry Olivo*  
HENRY OLIVO  
Engineering Project Manager



#### EXHIBIT B

Albert A. Webb Associates  
Everett Duckworth  
Sharon Johnson

ED:blm



**COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION**

**NAME AND ADDRESS SHEET**

Please list the names and **business and residential addresses** of all persons who have executed the bonds and agreements, according to the partnership status of the entity (see pages 2 and 3 of this form) executing the bonds and agreements.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
David C. Michan	4370 La Jolla Village Dr., Ste 960	San Diego	CA	92122
	5780 Blazing Star Lane	San Diego	CA	92130
Jeff Comerchero	41391 Kalmia Street, Ste 200	Murrieta	CA	92562
	41981 Avenida Vista Ladera	Temecula	CA	92591

**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 SR Conestoga, 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 30322 (Miscellaneous Case 4301)**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** 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 eight hundred twenty-eight thousand five hundred and no/100 Dollars (\$1,828,500.00)**.

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

OWNER'S 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 DESCRIBER BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "L", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

TRACT 30322
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.
ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_, AT THE REQUEST OF THE CLERK OF THE BOARD. NO: \_\_\_\_\_ FEE: \_\_\_\_\_

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

AS A CONDITION OF DEDICATION OF LOT "F" WESTERN HILLS DR., THE OWNERS OF LOTS 5, 6, 14, 15, 20, 21, 26, 27, 33, 34, 38 THROUGH 49, 115, 116 AND 125 INCLUSIVE, 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.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG DOMENIGONI PARKWAY. THE OWNERS OF LOTS 82, 92 THROUGH 107 AND 124 INCLUSIVE, 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 DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: ALL OF LOT 128 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE MAINTENANCE, AND PEDESTRIAN ACCESS, IN FAVOR OF VALLEY WIDE RECREATION AND PARKS DISTRICT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL OF LOTS 125 THROUGH 127, INCLUSIVE, INDICATED AS "WATER QUALITY BASIN", AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 125 FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WITHIN LOTS 1, 5, 6, 10, 11, 14, 15, 17, 18, 20, 21, 23, 24, 26, 27, 30, 34, 46 THROUGH 50, INCLUSIVE, 68, 69, 77 THROUGH 81 INCLUSIVE, 87, 88, 115 AND 116 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES IN FAVOR OF VALLEY-WIDE RECREATION AND PARK DISTRICT.

WE HEREBY RETAIN FOR OURSELVES, OUR SUCCESSORS AND ASSIGNS, LOTS 125 THROUGH 127, INCLUSIVE, FOR "WATER QUALITY BASIN" PURPOSES.

OWNER'S

SR CONESTOGA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: DAVID C. MICHAN MANAGER

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 RANCON WINCHESTER VALLEY, 63, LLC, ON JANUARY 13, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: August 4, 2016
MATTHEW E. WEBB, L.S. 5529



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH 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. 30322 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON 4-13-04, THE EXPIRATION DATE BEING 4-13-16; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_, 2016
RICHARD G. LANTIS, COUNTY SURVEYOR
L.S. 7611, EXPIRES 12-31-2016



NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )
ON July 22, 2016, BEFORE ME NORMA GUTIERREZ, A NOTARY PUBLIC PERSONALLY APPEARED DAVID C. MICHAN, 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.

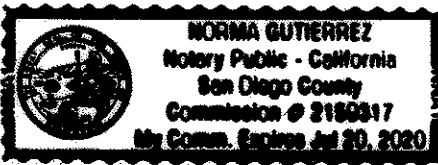
WITNESS MY HAND.

SIGNATURE: Norma Gutierrez
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME: NORMA GUTIERREZ

MY COMMISSION EXPIRES: 7/20/2020

MY PRINCIPAL PLACE OF BUSINESS IS SAN DIEGO COUNTY.



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "L", INCLUSIVE, 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 DOMENIGONI PARKWAY.

THE EASEMENTS FOR WATER QUALITY AND INSPECTION PURPOSES IS HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES LYING ON ALL OF LOT 125 IS HEREBY NOT ACCEPTED.

DATED: \_\_\_\_\_, 2016
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_ CHAIRMAN OF THE BOARD OF SUPERVISORS
BY: \_\_\_\_\_ DEPUTY

NOTARY ACKNOWLEDGEMENT

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 \_\_\_\_\_ )
ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC 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.

SIGNATURE \_\_\_\_\_
NOTARY PUBLIC IN AND FOR SAID STATE

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR LANDSCAPE/MAINTENANCE AND PEDESTRIAN ACCESS PURPOSES.

DATED: 08-04-2016

VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA

BY: DEAN WETTER, GENERAL MANAGER

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL/WINCHESTER/NORTH HEMET 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 CASHIERS 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.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$47,600.00 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.

DATED August 9, 2016

CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR

BY: Sherice Karkool DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL 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 \$47,600.00

DATED August 9, 2016

DON KENT
COUNTY TAX COLLECTOR

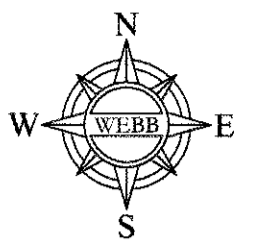
BY: Sherice Karkool DEPUTY

SCALE: 1" = 200'

# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015

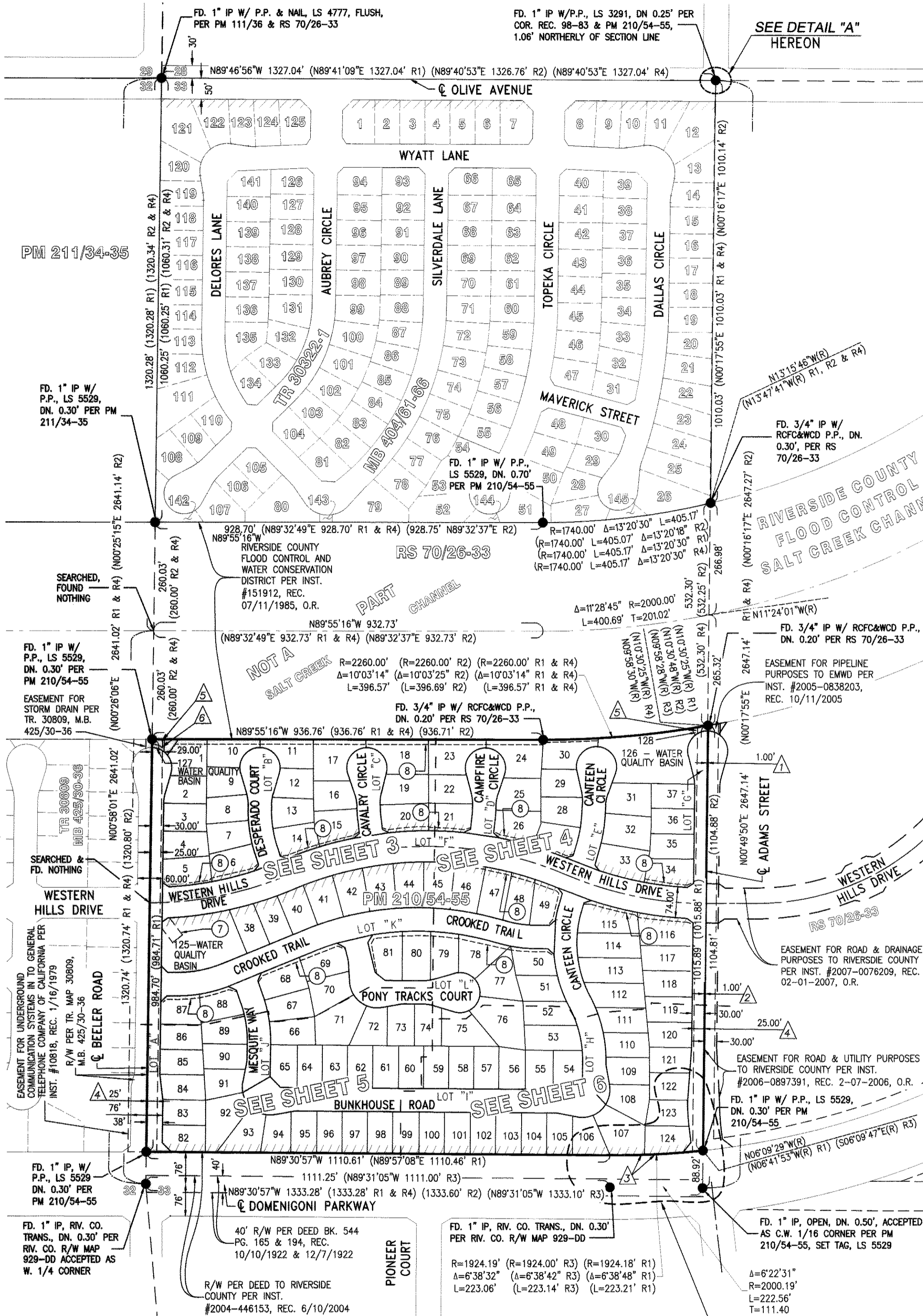


### ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THIS AFFECTS ALL LOTS.

### BOUNDARY SURVEY SHEET

### SURVEYOR'S NOTES



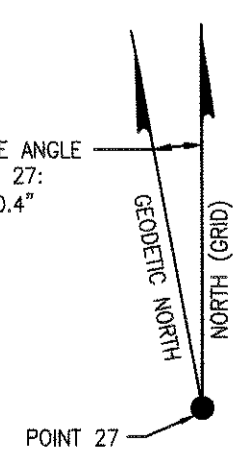
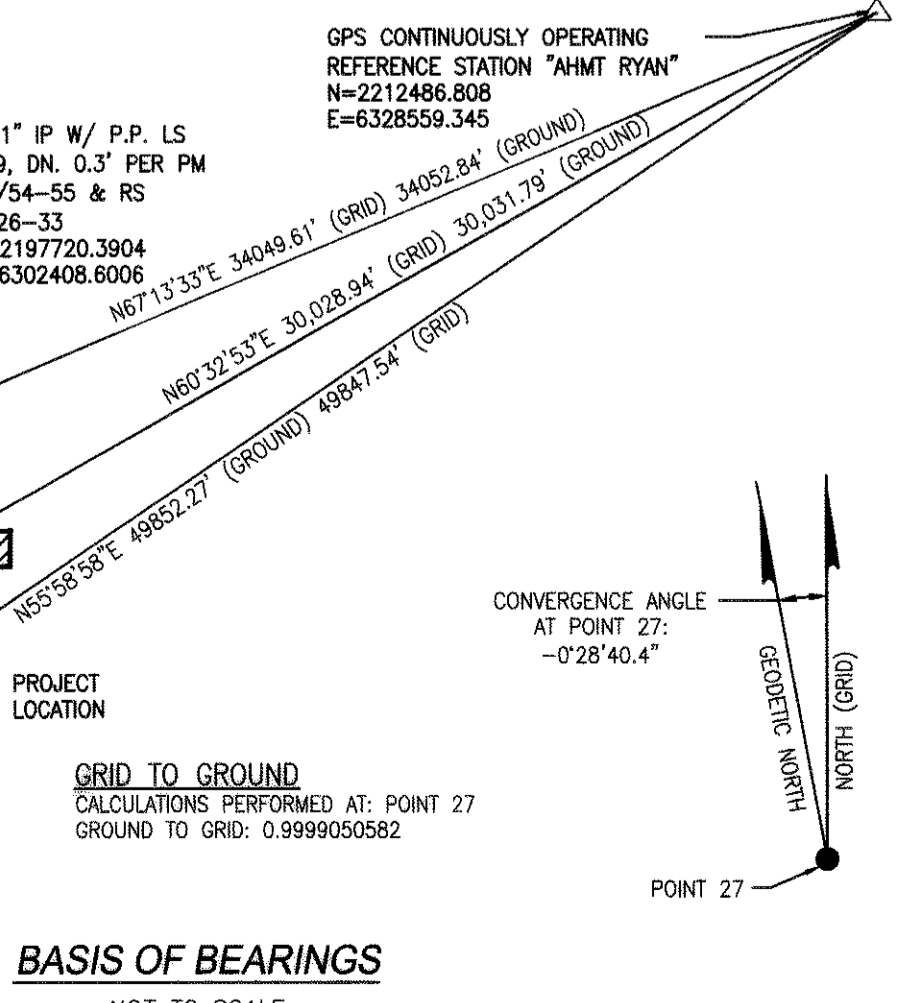
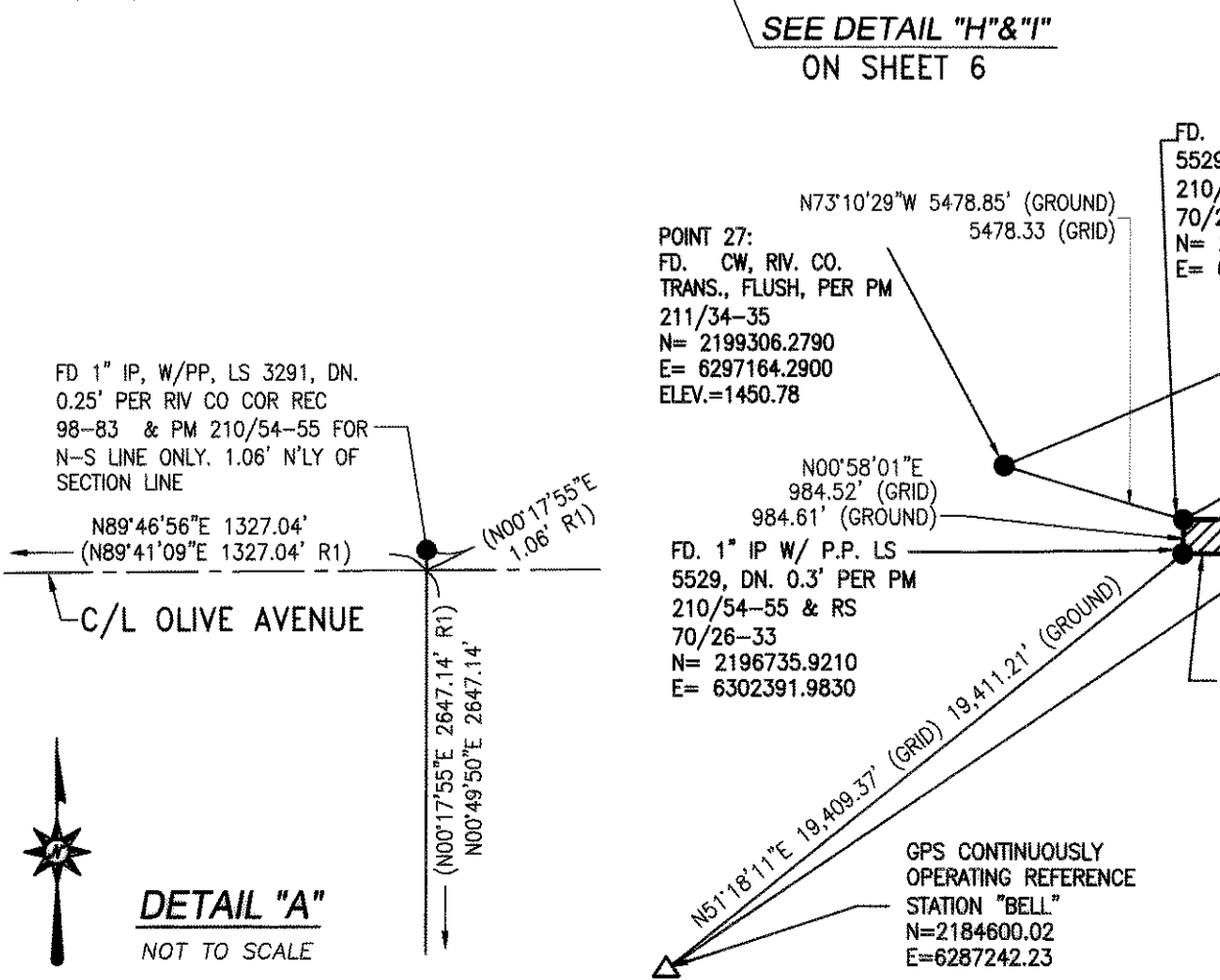
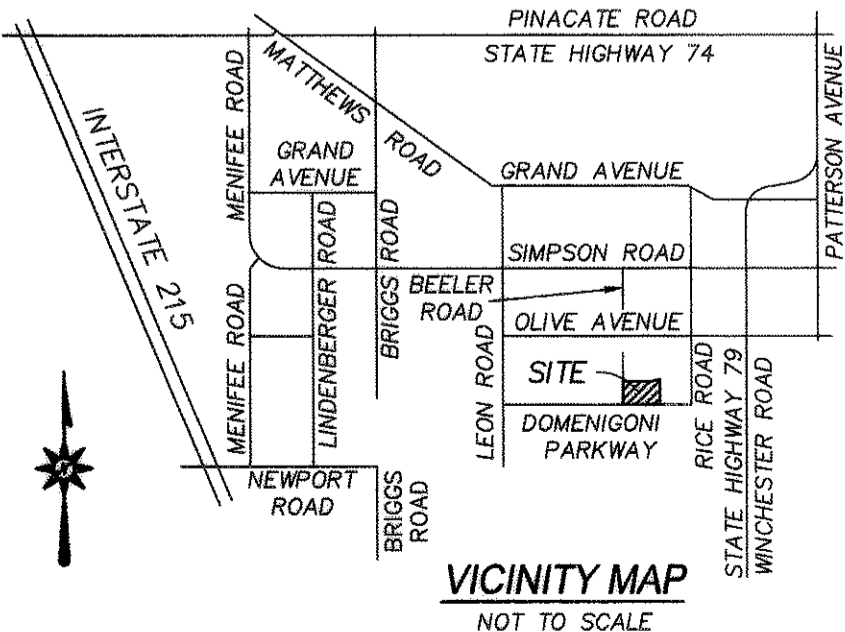
1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BELL" & "AHMT RYAN" EPOCH 1991.35, NAD83 (NSRS2010) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES ARE GROUND, UNLESS SPECIFIED OTHERWISE.
2. ● INDICATES FOUND MONUMENT AS NOTED.
3. ○ INDICATES SET 1" I.P. TAGGED LS 5529, FLUSH.
4. △ INDICATES GPS CONTINUOUSLY OPERATING REFERENCE STATION
5. (R1) INDICATES RECORD OR CALCULATED DATA PER PARCEL MAP NO. 31984, P.M.B. 210/54-55, UNLESS OTHERWISE NOTED.
6. (R2) INDICATES RECORD DATA PER R.S. 70/26-33, UNLESS OTHERWISE NOTED.
7. (R3) INDICATES RECORD OR CALCULATED GROUND DATA PER RIV. CO. R/W MAP 929-DD.
8. (R4) INDICATES RECORD OR CALCULATED DATA PER TRACT MAP NO. 30322-1, M.B. 404/61-66.
9. / / / / INDICATES RESTRICTED ACCESS.
10. DISTANCES SHOWN ARE GROUND. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY A COMBINATION FACTOR OF 0.9999050582.
11. SET 1" I.P. TAGGED LS 5529, FLUSH, AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
12. SET NAIL AND TAG LS 5529 ON TOP OF REAR BLOCK WALL IN LIEU OF 1" I.P. AT REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST.
13. SET NAIL & TAG "LS 5529" ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED 9.75' FROM PROPERTY CORNER FOR 10' PARKWAY AND PER RIVERSIDE CO. STD. 'E'.
14. SET LEAD AND TAG "LS 5529" IN TOP OF CURB (RIVERSIDE CO. STD. "E") FOR B.C.'S, E.C.'S, P.C.C.'S, P.R.C.'S AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE (18.25' FOR 56' RIGHT OF WAY AND 22.25' FOR 74' RIGHT OF WAY).
15. ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461 SECTION 21 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
16. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
17. C.C.&R.S. RECORDED \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ O.R..
18. TRACT CONTAINS 30.33 GROSS ACRES, MORE OR LESS.

### EASEMENT NOTES

1. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF NEVADA-CALIFORNIA ELECTRIC POWER COMPANY, RECORDED 04/09/1938, AS INSTRUMENT NO. 497 IN BOOK 366 PAGE 463 O.R.
2. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF NEVADA-CALIFORNIA ELECTRIC POWER COMPANY, RECORDED 04/07/1938, IN BOOK 369 PAGE 317 O.R.
3. AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 10, 2004 AS INSTRUMENT NO. 2004-0446154, O.R.
4. AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 10, 2004 AS INSTRUMENT NO. 2004-0446155, O.R.
5. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED MARCH 10, 2006 AS INSTRUMENT NO. 2006-174247, O.R.
6. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED APRIL 6, 2007 AS INSTRUMENT NO. 2007-234857, O.R.
7. DRAINAGE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES DEDICATED HEREON.
8. LANDSCAPE MAINTENANCE EASEMENT IN FAVOR OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DEDICATED HEREON.

### LIEN AGREEMENT NOTE

THE LAND OWNER HAS ENTERED INTO LIEN AGREEMENT WITH THE COUNTY OF RIVERSIDE TO CONSTRUCT REQUIRED IMPROVEMENTS IN THE FUTURE. THE LIEN AGREEMENT WAS RECORDED ON \_\_\_\_\_ 20\_\_\_\_ AS DOC. NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



VICINITY MAP NOT TO SCALE

DETAIL "A" NOT TO SCALE

BASIS OF BEARINGS NOT TO SCALE

50 25 0 50 100 150

SCALE: 1" = 50'

**SURVEYOR'S NOTES**

SEE SHEET 2

**EASEMENT NOTES**

SEE SHEET 2

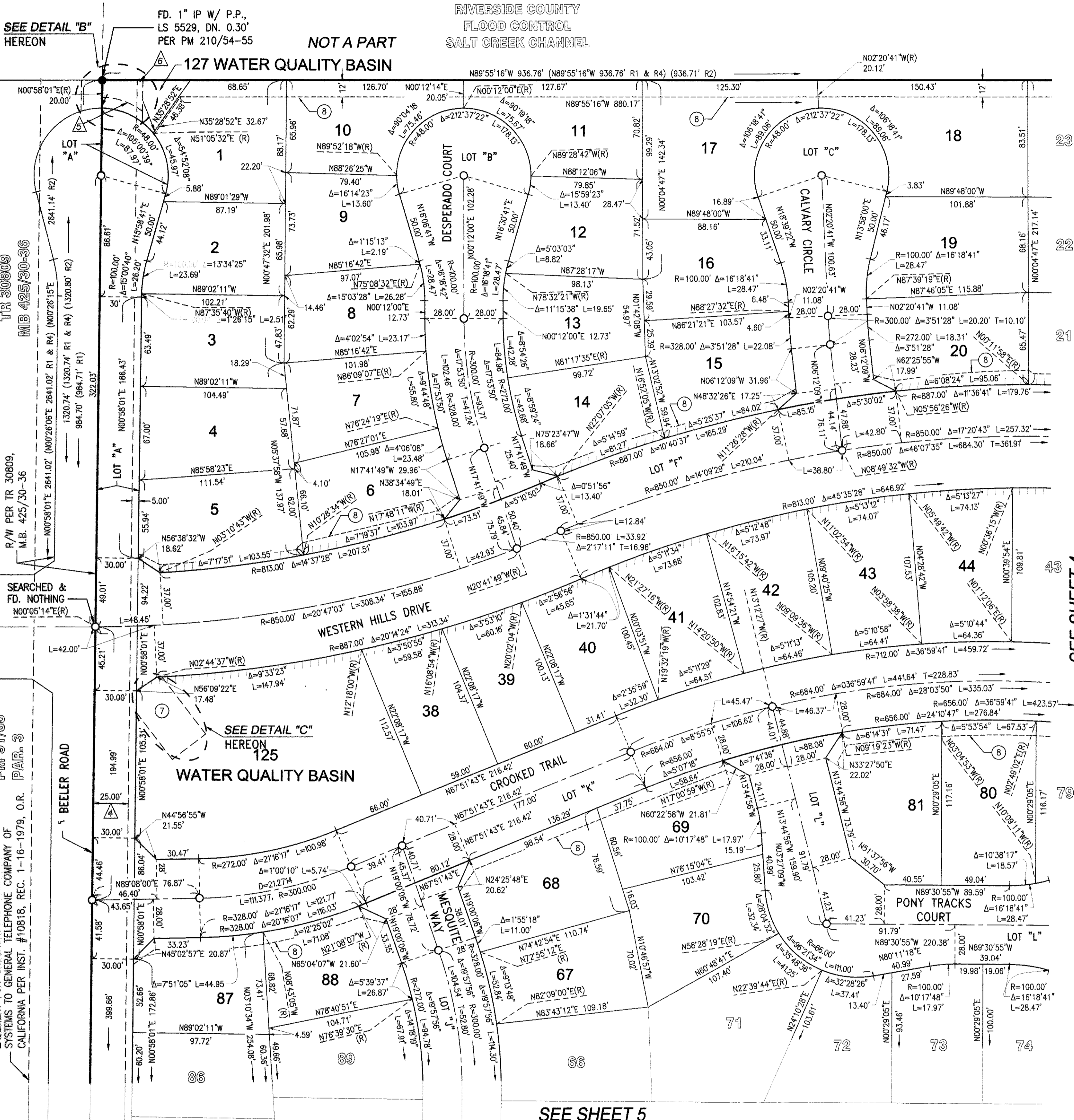
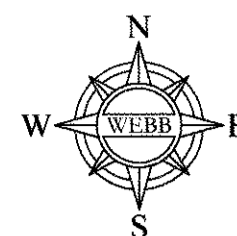
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

SHEET 3 OF 7 SHEETS

# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015



TR 30809  
MB 425/30-36

R/W PER TR 30809,  
M.B. 425/30-36

PM 91/63

EASEMENT FOR UNDERGROUND COMMUNICATION SYSTEMS TO GENERAL TELEPHONE COMPANY OF CALIFORNIA PER INST. #10818, REC. 1-16-1979, O.R. PAR. 3

SEE DETAIL "B" HEREON

FD. 1" IP W/ P.P.,  
LS 5529, DN. 0.30'  
PER PM 210/54-55

NOT A PART

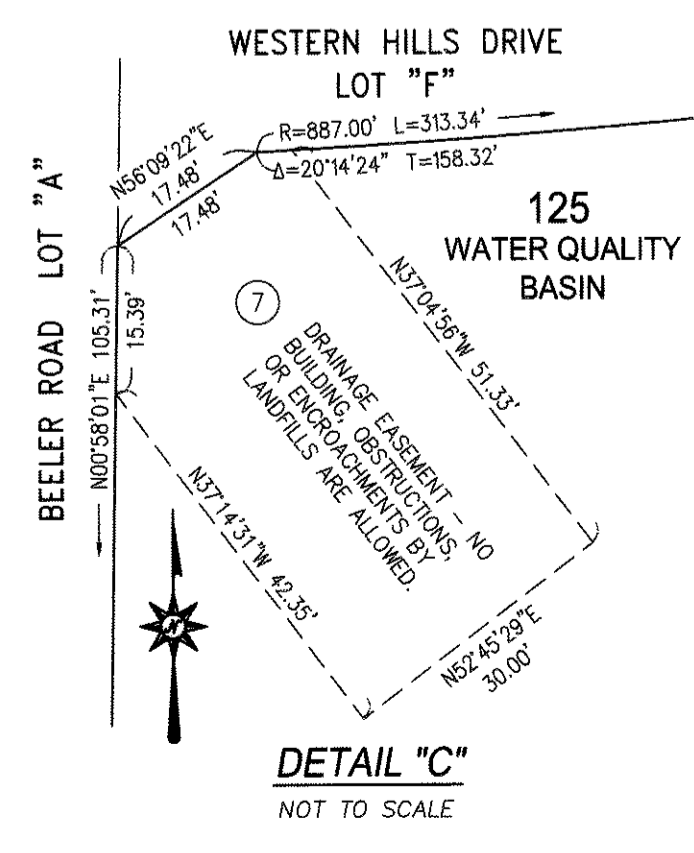
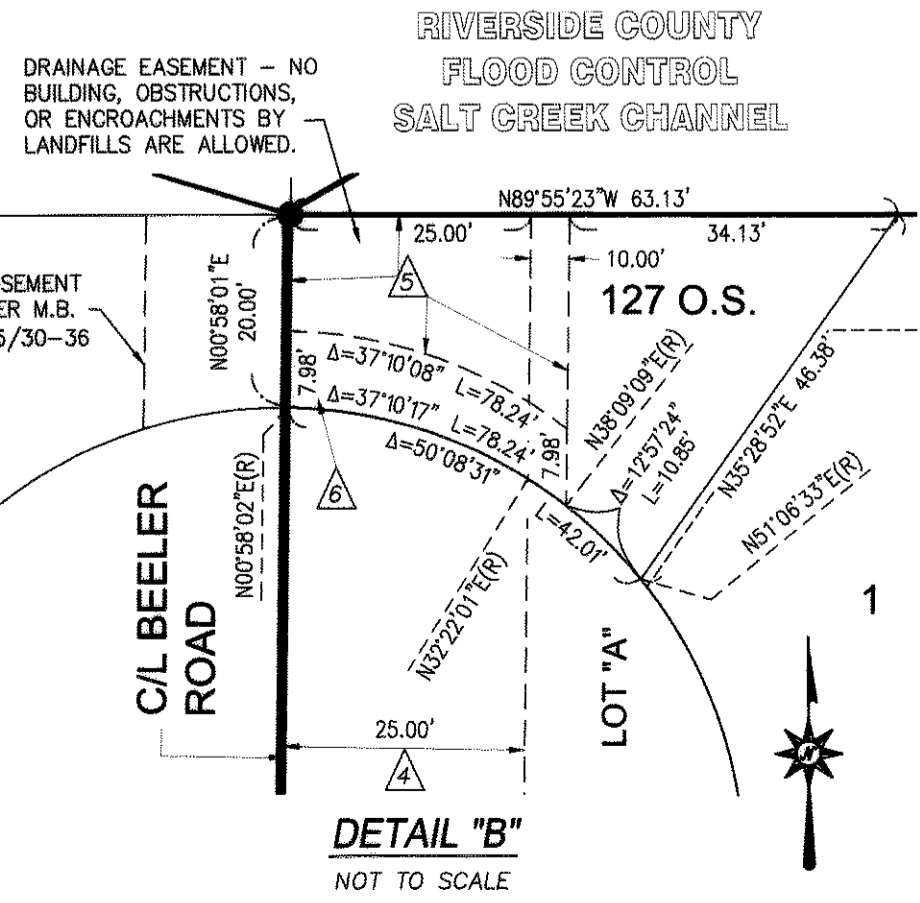
RIVERSIDE COUNTY  
FLOOD CONTROL  
SALT CREEK CHANNEL

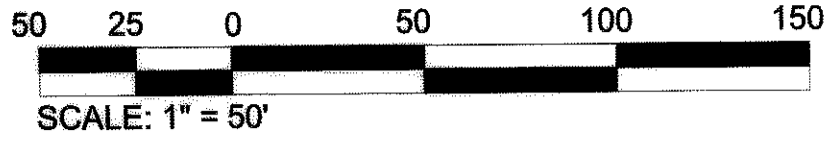
SEARCHED &  
FD. NOTHING

SEE DETAIL "C" HEREON

SEE SHEET 4

SEE SHEET 5

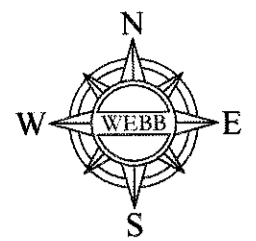




# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015



### SURVEYOR'S NOTES

SEE SHEET 2

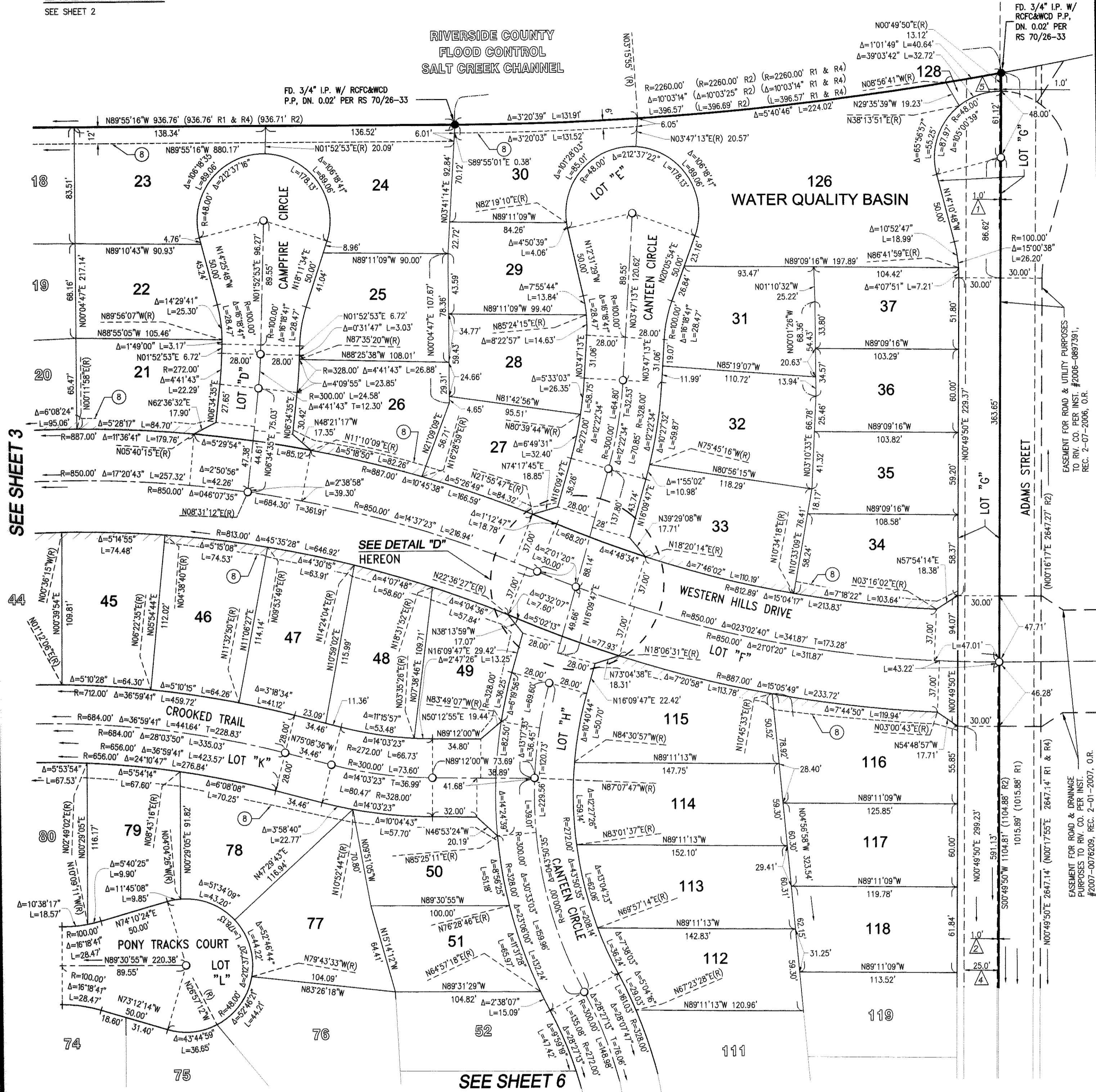
### EASEMENT NOTES

SEE SHEET 2

RIVERSIDE COUNTY  
FLOOD CONTROL  
SALT CREEK CHANNEL

FD. 3/4" I.P. W/ RCFC&WCD  
P.P. DN. 0.02' PER RS 70/26-33

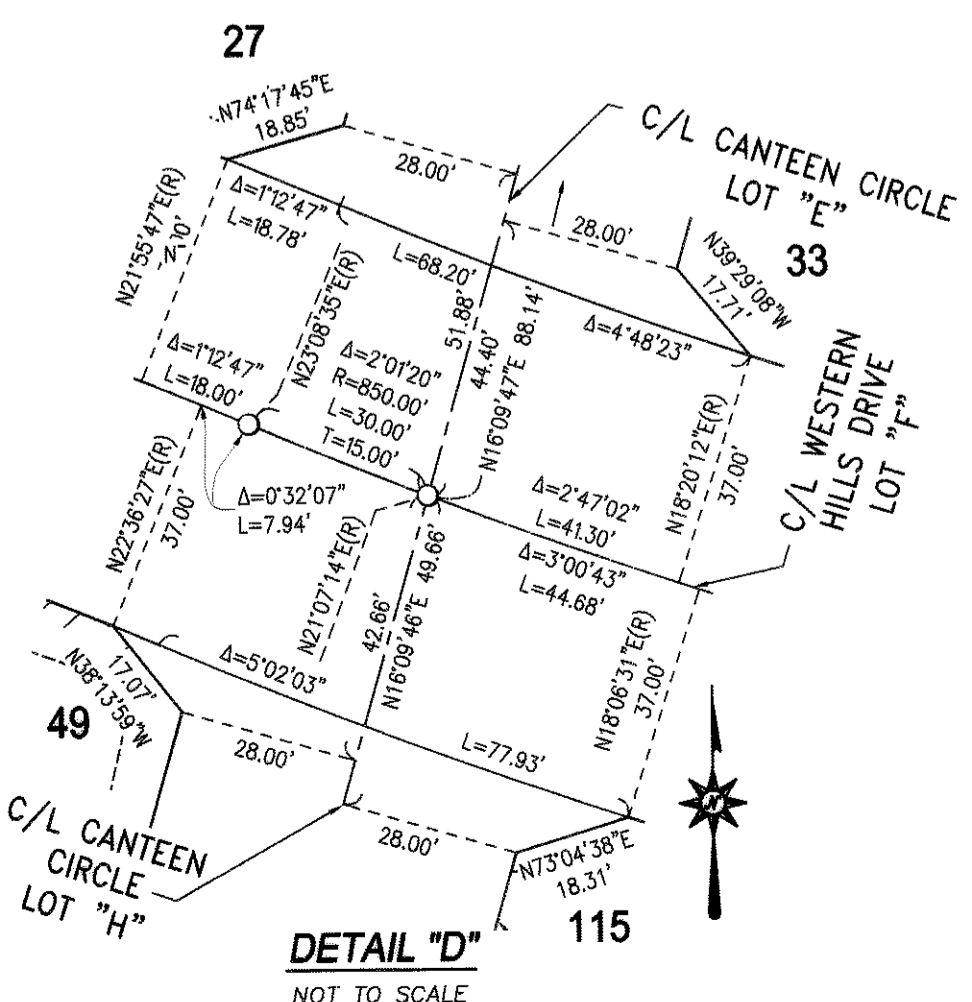
FD. 3/4" I.P. W/  
RCFC&WCD P.P.  
DN. 0.02' PER  
RS 70/26-33



SEE SHEET 3

SEE DETAIL "D"  
HEREON

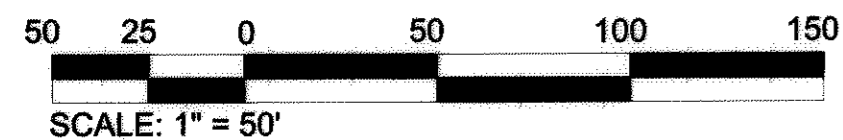
SEE SHEET 6



DETAIL "D"  
NOT TO SCALE

EASEMENT FOR ROAD & UTILITY PURPOSES  
TO RIV. CO. PER INST. #2006-0897391,  
REC. 2-07-2006, O.R.

EASEMENT FOR ROAD & DRAINAGE  
PURPOSES TO RIV. CO. PER INST.  
#2007-0076209, REC. 2-01-2007, O.R.



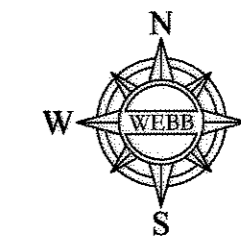
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

SHEET 5 OF 7 SHEETS

# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015

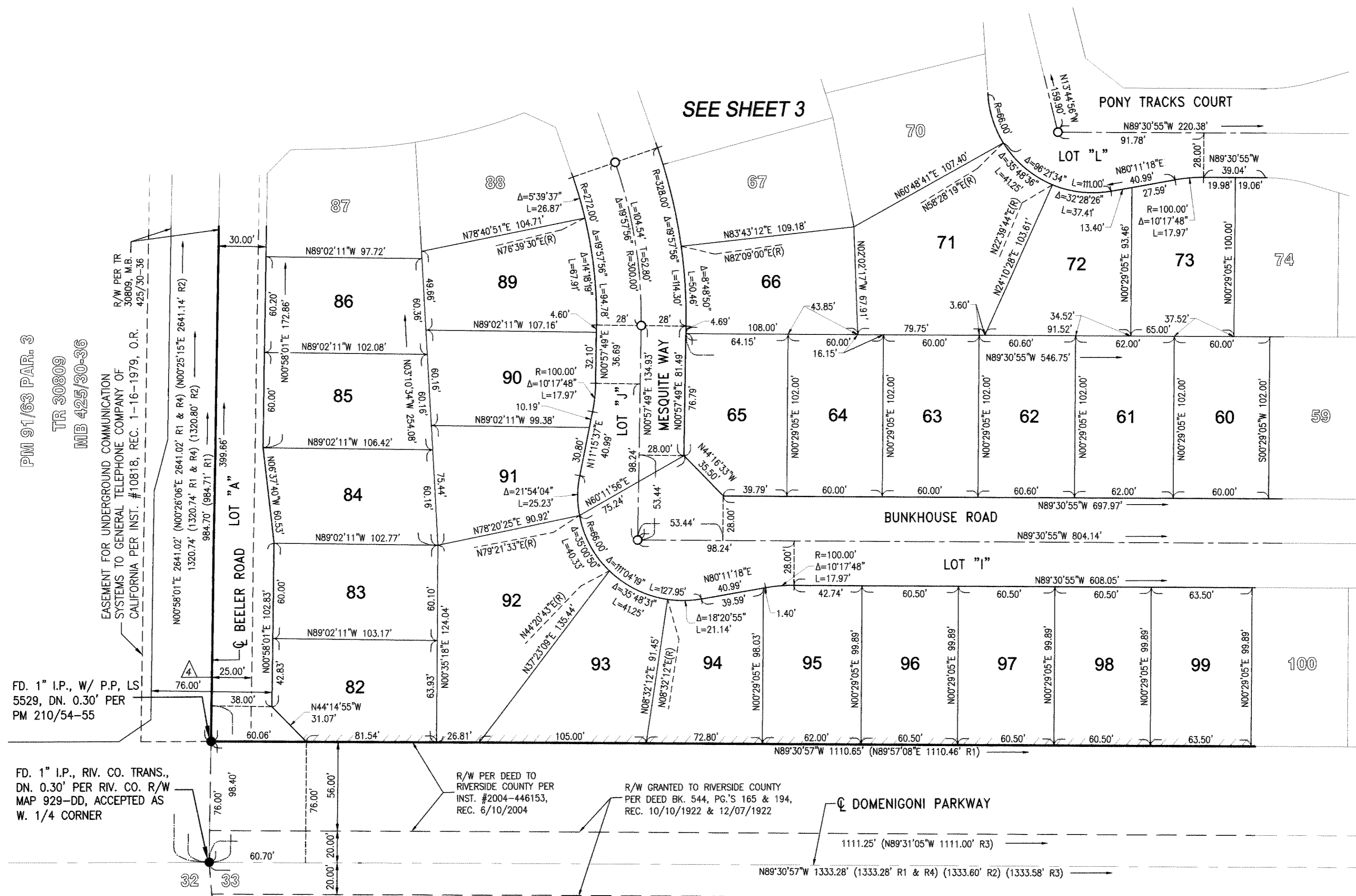


**SURVEYOR'S NOTES**

SEE SHEET 2

**EASEMENT NOTES**

SEE SHEET 2



SEE SHEET 3

SEE SHEET 6

PM 91/63 PAR. 3  
TR 30809  
MB 425/30-36

EASEMENT FOR UNDERGROUND COMMUNICATION SYSTEMS TO GENERAL TELEPHONE COMPANY OF CALIFORNIA PER INST. #10818, REC. 1-16-1979, O.R.

FD. 1" I.P., W/ P.P. LS 5529, DN. 0.30' PER PM 210/54-55

FD. 1" I.P., RIV. CO. TRANS., DN. 0.30' PER RIV. CO. R/W MAP 929-DD, ACCEPTED AS W. 1/4 CORNER

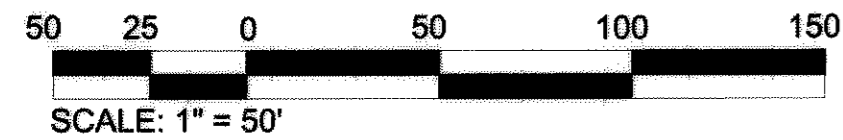
R/W PER DEED TO RIVERSIDE COUNTY PER INST. #2004-446153, REC. 6/10/2004

R/W GRANTED TO RIVERSIDE COUNTY PER DEED BK. 544, PG.'S 165 & 194, REC. 10/10/1922 & 12/07/1922

DOMENIGONI PARKWAY

N89°30'57"W 1333.28' (1333.28' R1 & R4) (1333.60' R2) (1333.58' R3)

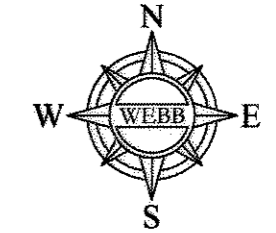




# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015

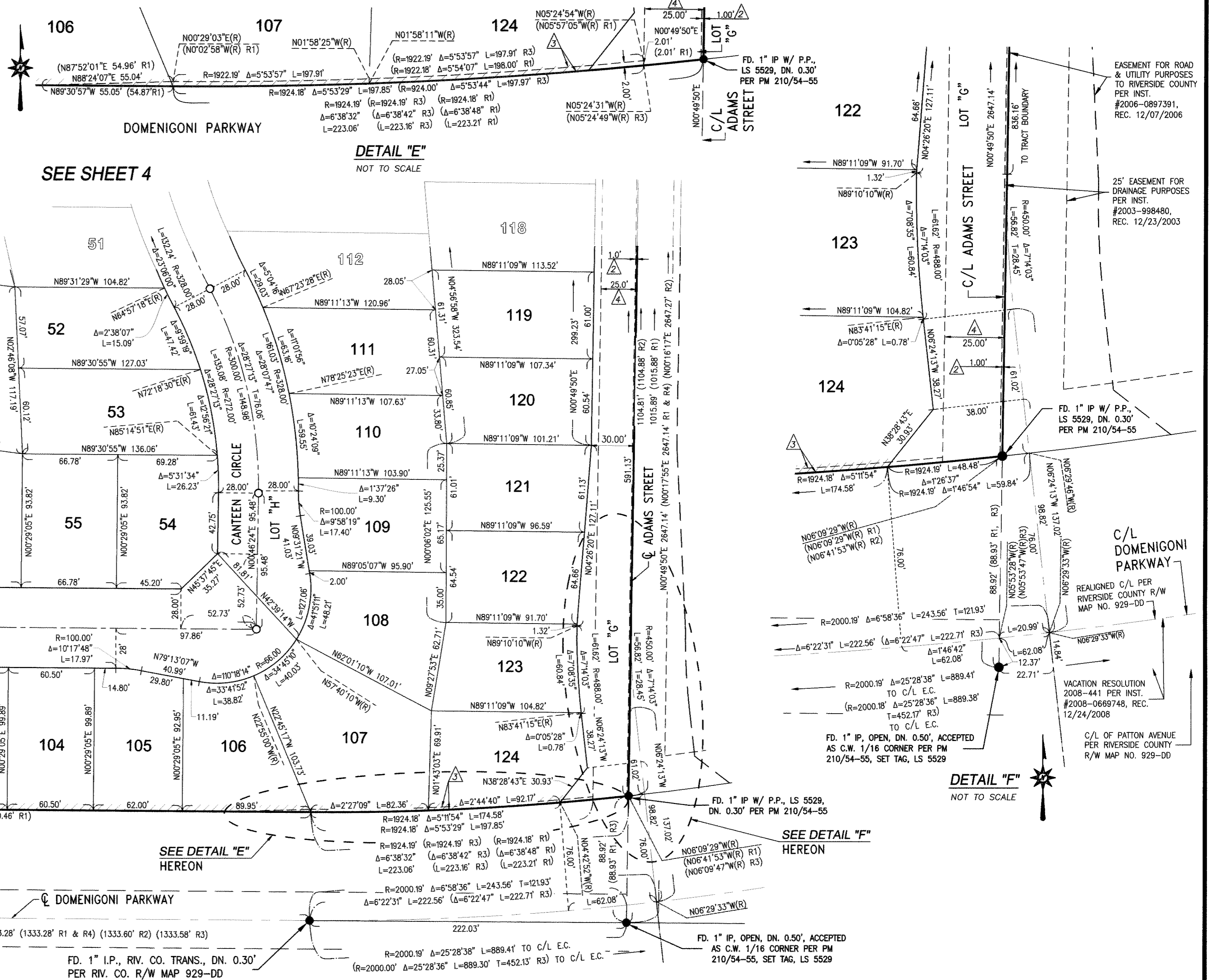


### SURVEYOR'S NOTES

SEE SHEET 2

### EASEMENT NOTES

SEE SHEET 2



SEE SHEET 4

DETAIL "E"  
NOT TO SCALE

DETAIL "F"  
NOT TO SCALE

SEE DETAIL "E"  
HEREON

SEE DETAIL "F"  
HEREON

FD. 1" I.P., RIV. CO. TRANS., DN. 0.30'  
PER RIV. CO. R/W MAP 929-DD

FD. 1" IP, OPEN, DN. 0.50', ACCEPTED  
AS C.W. 1/16 CORNER PER PM  
210/54-55, SET TAG, LS 5529

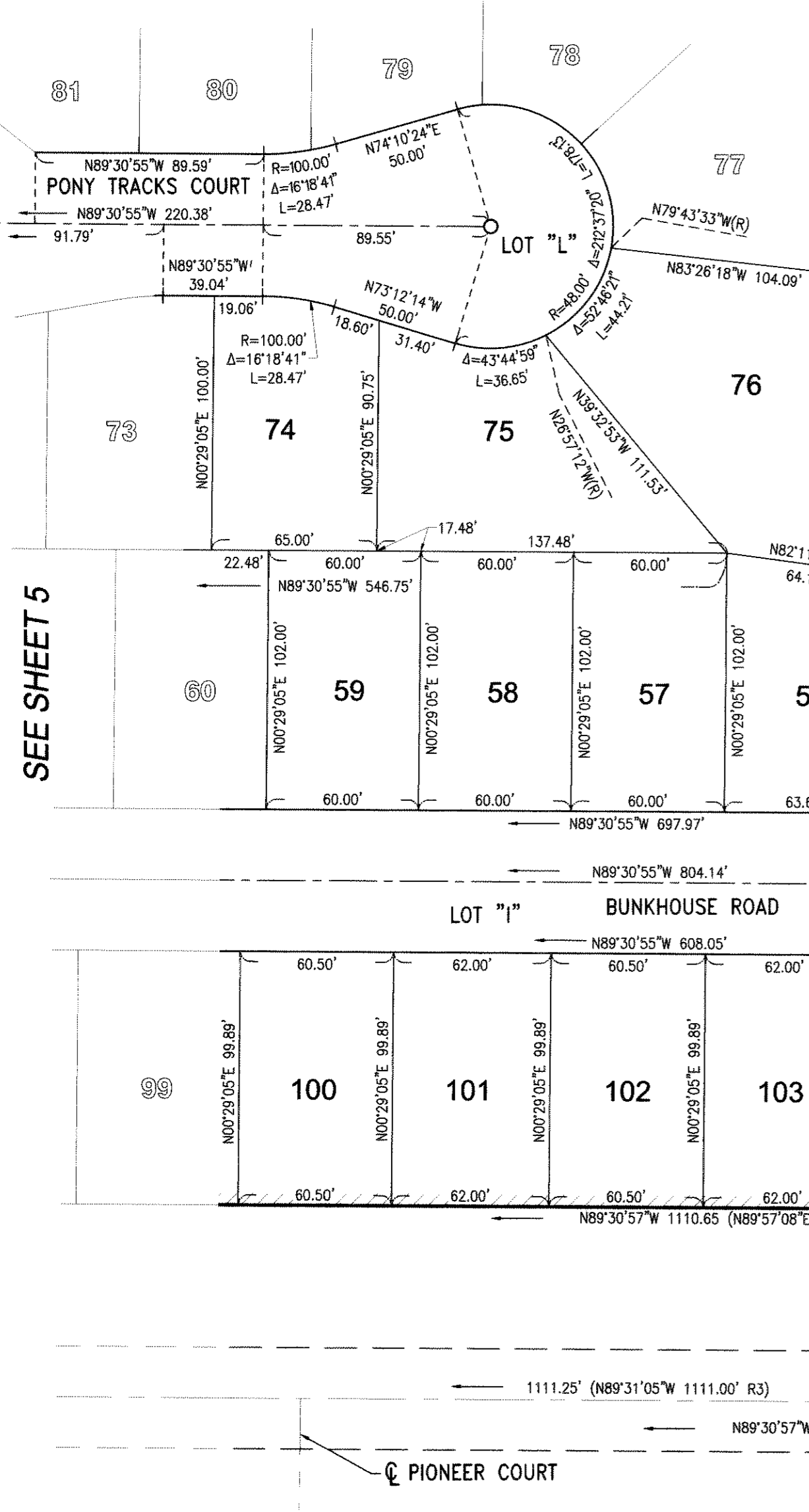
EASEMENT FOR ROAD  
& UTILITY PURPOSES  
TO RIVERSIDE COUNTY  
PER INST.  
#2006-0897391,  
REC. 12/07/2006

25' EASEMENT FOR  
DRAINAGE PURPOSES  
PER INST.  
#2003-998480,  
REC. 12/23/2003

FD. 1" IP W/ P.P.,  
LS 5529, DN. 0.30'  
PER PM 210/54-55

VACATION RESOLUTION  
2008-441 PER INST.  
#2008-0669748, REC.  
12/24/2008

C/L OF PATTON AVENUE  
PER RIVERSIDE COUNTY  
R/W MAP NO. 929-DD



SEE SHEET 5

LOT "I" BUNKHOUSE ROAD

PIIONEER COURT

DOMENIGONI PARKWAY

ADAMS STREET

ADAMS STREET

ADAMS STREET

DOMENIGONI PARKWAY

PONY TRACKS COURT

CANTEEN CIRCLE

LOT "L"

LOT "H"

LOT "I"

LOT "J"

LOT "K"

LOT "L"

LOT "M"

LOT "N"

LOT "O"

LOT "P"

LOT "Q"

LOT "R"

LOT "S"

LOT "T"

LOT "U"

LOT "V"

LOT "W"

LOT "X"

LOT "Y"

LOT "Z"

LOT "AA"

LOT "AB"

LOT "AC"

LOT "AD"

LOT "AE"

LOT "AF"

LOT "AG"

LOT "AH"

LOT "AI"

LOT "AJ"

LOT "AK"

LOT "AL"

LOT "AM"

LOT "AN"

LOT "AO"

LOT "AP"

LOT "AQ"

LOT "AR"

LOT "AS"

LOT "AT"

LOT "AU"

LOT "AV"

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LOT "BV"

LOT "BW"

LOT "BX"

LOT "BY"

LOT "BZ"

LOT "CA"

LOT "CB"

LOT "CC"

LOT "CD"

LOT "CE"

LOT "CF"

LOT "CG"

LOT "CH"

LOT "CI"

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LOT "CP"

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LOT "CV"

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LOT "CX"

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LOT "ER"

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LOT "HU"

LOT "HV"

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LOT "HX"

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LOT "JD"

LOT "JE"

LOT "JF"

LOT "JG"

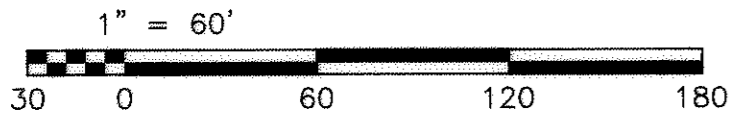
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LOT "JI"

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LOT "JK"

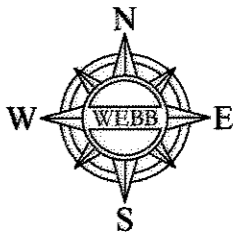
LOT "JL"



# TRACT 30322

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 31984 AS SHOWN BY MAP ON FILE IN BOOK 210 OF PARCEL MAPS AT PAGES 54 AND 55, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS FEBRUARY, 2015

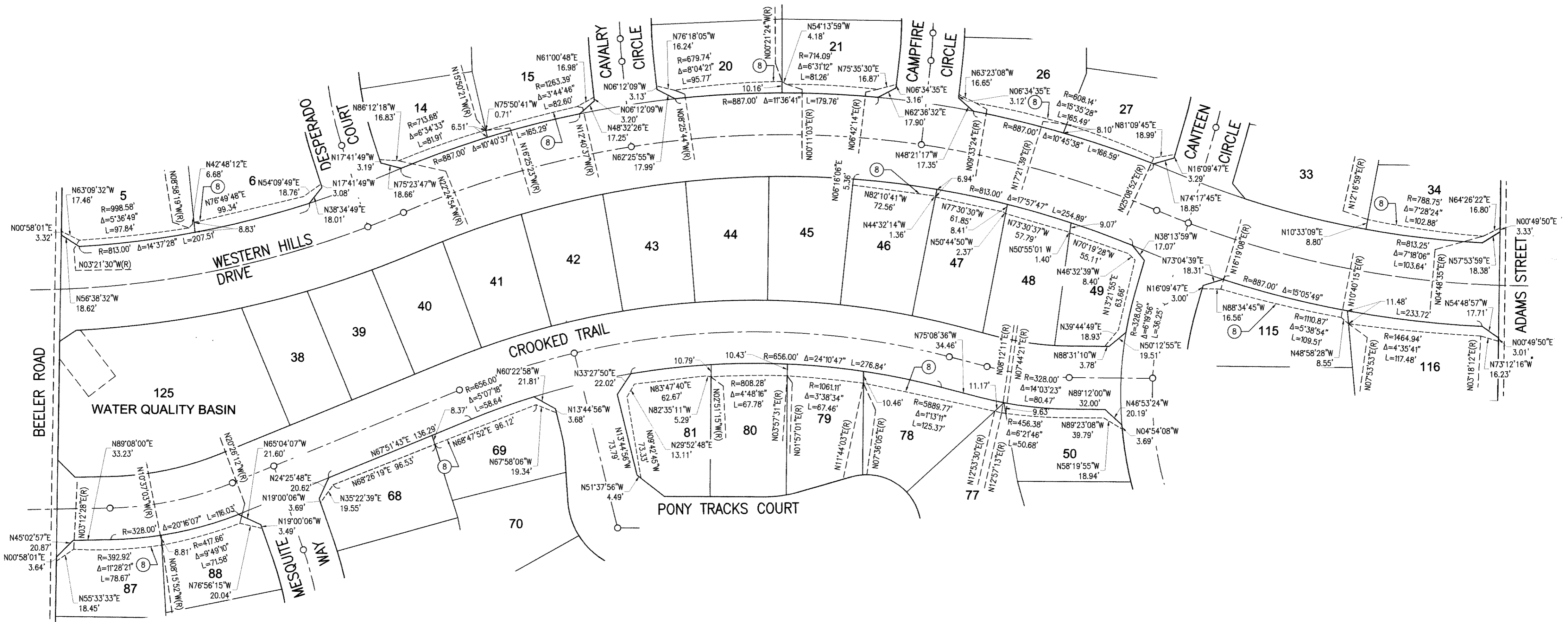


### SURVEYOR'S NOTES

SEE SHEET 2

### EASEMENT NOTES

SEE SHEET 2



ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

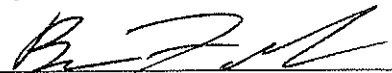
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By 

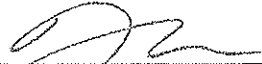
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

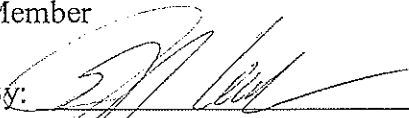
SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF  
ROAD/DRAINAGE IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4301)

SR CONESTOGA, LLC, a Delaware Limited  
liability company

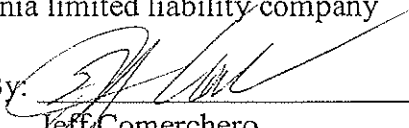
By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

CONESTOGA DEVELOPMENT, LLC  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )

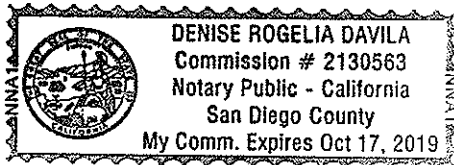
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmt Road / Drainage Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): rranager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: SR Conestoga LLC Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of RIVERSIDE )  
On FEBRUARY 12, 2016 before me, CINDY R SMITH, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared JEFF LOMEZICHERO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**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 SR Conestoga, 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 30322 (Miscellaneous Case 4301)**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Sixty-seven thousand and no/100 Dollars (\$67,000.00)**.

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

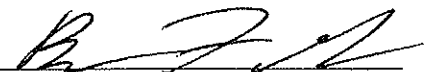
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel


By 

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

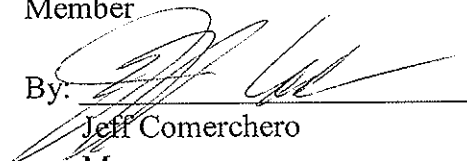
SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF WATER  
SYSTEM IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4301)

**SR CONESTOGA, LLC**, a Delaware Limited  
liability company

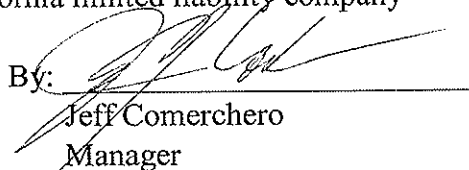
By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )  
On June 17, 2016 before me, Denise Rogelia Davila, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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 Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmt water system Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: SE Conestoga LLC

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )  
County of RIVERSIDE )

On FEBRUARY 12, 2016 before me, CINDY R SMITH, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared JEFF LOMEZOTTERO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**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 SR Conestoga, 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 30322 (Miscellaneous Case 4301), hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and cause to have constructed within 48 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Fifty-seven thousand five hundred and no/100 Dollars (\$57,500.00).

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 or other security 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, his 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, his 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.

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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other security prescribed by 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, in all cases other than where a lien agreement is used, a 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees

to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia St., Ste 200 Murrieta, CA 92562

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

By see attached signature block

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

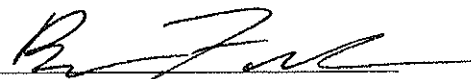
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

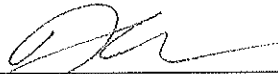
By 

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

SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM  
IMPROVEMENTS – TRACT 30322 (Miscellaneous Case 4301)

**SR CONESTOGA, LLC**, a Delaware Limited  
liability company


By: Strata Conestoga, LLC, a Delaware limited  
liability company,  
Co-Managing Member

By:   
\_\_\_\_\_  
David C. Michan  
Manager

By: Conestoga Development, LLC, a California  
limited liability company, Co-Managing  
Member

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager

**CONESTOGA DEVELOPMENT, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Jeff Comerchero  
Manager



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )

On June 17, 2016 before me, Denise Rogelia Davila, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared David C. Michan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise Davila  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agmnt Sewer System Document Date: 6/17/2016  
Number of Pages: four Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: David C. Michan  
 Corporate Officer — Title(s): Manager  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: St. Conestoga LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of RIVERSIDE )

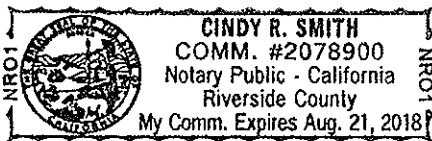
On FEBRUARY 12, 2016 before me, CINDY R. SMITH, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared JEFF COMEDICHIERO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_