

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



101B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:

SUBJECT: Tract 32124

June 10, 2010

A Schedule "A" Subdivision in the Sunnyslope Area

Extension of Time Agreements/Substitution of Securities-Lien Agreement

RECOMMENDED MOTION:

- 1) That the Board approve the attached Extension of Time Agreements (which grant an extension of time for twelve months to complete improvements); and,
- 2) Authorize the Chairman to execute and file the attached Lien Agreement.

BACKGROUND: On July 15, 2008, the Board entered into agreements with APRUB27, LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by International Fidelity Insurance Company as follows:

\$1,049,500 - Bond #0455251 for the completion of street improvements
\$109,000 - Bond #0455250 for the completion of the water system
\$124,500 - Bond #0455252 for the completion of the sewer system
\$15,400 - Bond #0455253 for the completion of the monumentation

No work has yet taken place, and APRUB27, LLC requests an extension of time for the completion of Tract 32124. They have submitted lien agreements as substitution for existing securities in accordance with Section 17.3 of Ordinance 460.150. The agreements for the extension of time and the lien agreement for substitution of securities have been approved by County Counsel.

Patricia Romo

Deputy Director of Transportation

Juan C. Perez

Director of Transportation

HS:lf

Submittals: Vicinity Map

Road/Drainage Imprmnt Agrmts

Water System Imprmnt Agrmts

Sewer System Imprmnt Agrmts

Monumentation Agreements

Lien Agreement

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: June 15, 2010
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref. 07/15/08 - 2.33

District: 2

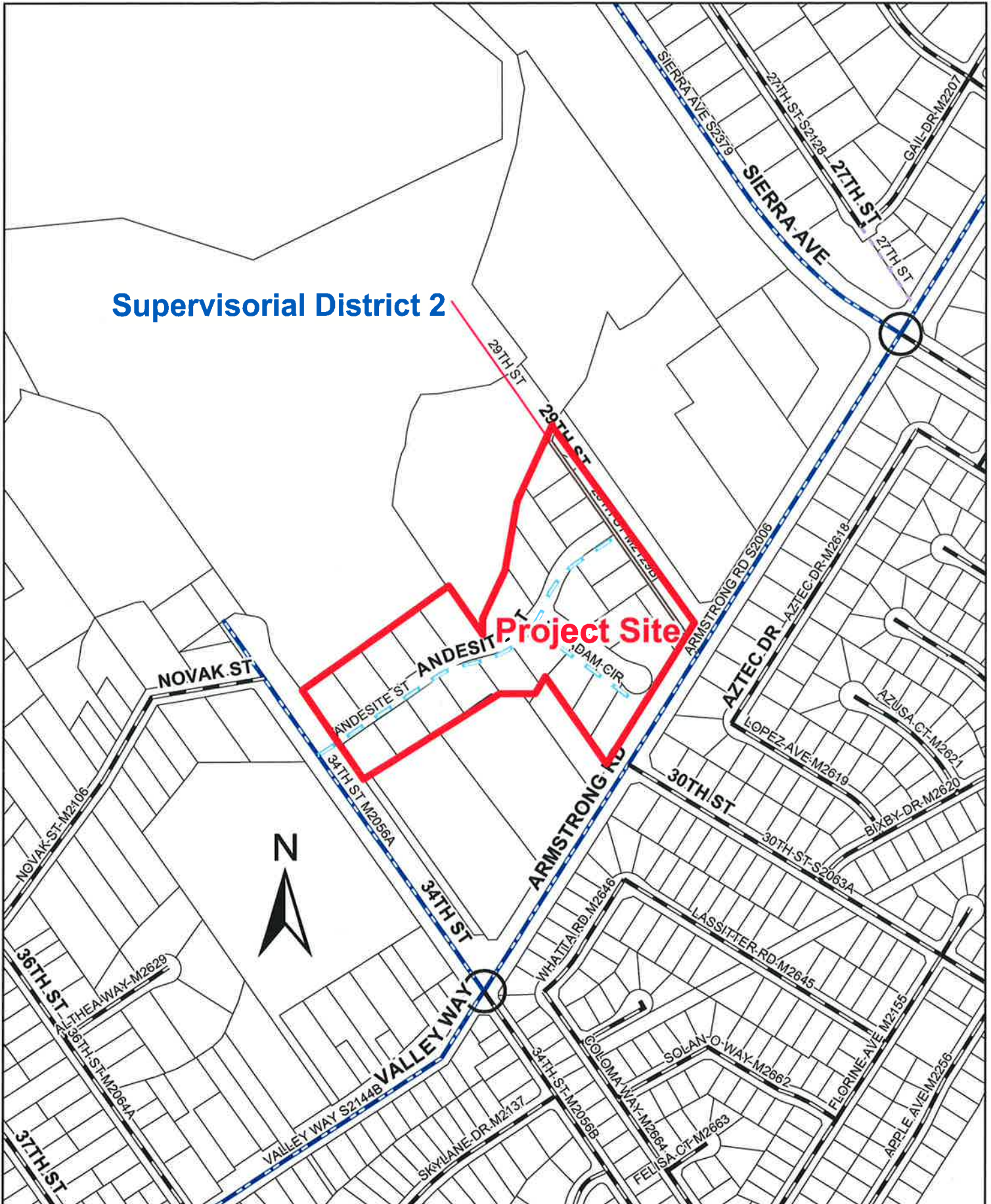
Agenda Number:

2.12

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

0 212.5 425 850 Feet
1 inch = 417 feet

Tract 32124 Vicinity Map



RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P.O. BOX 1147 - RIVERSIDE, CA 92502

MAIL STOP #1010

AND WHEN RECORDED MAIL TO:

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

MAIL STOP #3113

FOR THE BENEFIT OF THE COUNTY

DOC # 2010-0286253
06/22/2010

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

LIEN AGREEMENT

As Subdivision Improvement Security for Tract 32124

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

COPY

6/15/10 2.12

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 APRUB27, LLC a Delaware limited liability company ("Owner").

RECITALS

- A. Owner has recorded a Final Map for **Tract 32124** referred to herein as "Map," pursuant to the Ordinance No. 460 (the "Subdivision Ordinance").
- B. Owner has previously entered into secured agreements with County dated July 15, 2008, entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map. Owner is required to extend these agreements.
- 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. Owner previously provided a form of security for the Subdivision Improvement Agreement which

Owner now desires to replace with security known as a lien 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 this Lien Agreement.

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 this Lien Agreement. At its sole discretion, the County may grant extensions of time for the completion of the improvements 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

County, upon recordation of this Lien Agreement, shall immediately release the deposits and security which were previously supplied by Owner and for which this Lien Agreement is being substituted.

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: Marion Asseleg
Chairman, Board of Supervisors
MARION ASSELEG

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: Kecia Harper IHem
Deputy

APRUB27, LLC ("OWNER")
a Delaware limited liability company

By: Apex Holdings, LLC
a Delaware limited liability company

✓ By: Alex Xu
Alex Xu, it managing m,ember

APPROVED AS TO FORM

County Counsel

By: Chenopso.wa

SIGNATURES OF OWNER MUST BE ACKNOWLEDGED BY NOTARY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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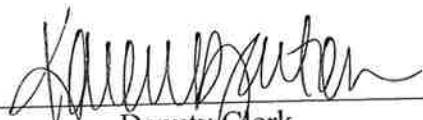
On June 15, 2010, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

(SEAL)

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

} SS.

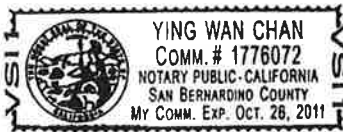
On 04-08-2010, before me, Ying Wan Chan, Notary Public

DATE

personally appeared Alex Xu, 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]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

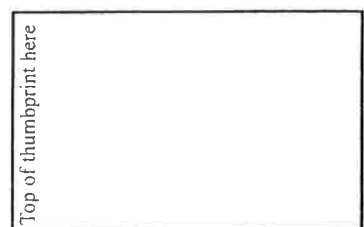
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER





**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrelkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

6-15-10

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

EXHIBIT "A"

RECORDING REQUESTED BY:
range Coast Title - Riverside

AND WHEN RECORDED, MAIL TO:

APRUB27, LLC
4959 PALO VERDE, STE. B110
MONTCLAIR, CA 91763

DOC # 2005-0240529

03/28/2005 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
			5						
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

GRANT DEED

ASSESSOR'S PARCEL NO.: 174-340-014 & 174-340-019
TITLE ORDER NO.: R-227283-6
ESCROW NO.: R17717-MCA
TRA: 099-096

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:

\$ -0- County City

XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances
remaining thereon at the time of sale.

_X OR transfer is EXEMPT from tax for the following reason:

THIS GRANT DEED IS BEING RECORDED TO CORRECT THE
LEGAL DESCRIPTION OF THAT CERTAIN GRANT DEED DATED
SEPTEMBER 16, 2004 RECORDED BY INSTRUMENT NO. 2004-
0746488 TO ADD THE ATTACHED LEGAL DESCRIPTION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

OAK QUARRY LAND LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

hereby GRANT(S) to

APRUB27, LLC., A DELAWARE LIMITED LIABILITY COMPANY

all that real property situated in the County of **RIVERSIDE**, State of CALIFORNIA, described as:

FULL LEGAL DESCRIPTION IS AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated March 17, 2005

State of California
County of Riverside

On March 17, 2005, Before me Sharla Lynette Ortiz

Personally appeared
Kathleen Karahallios

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

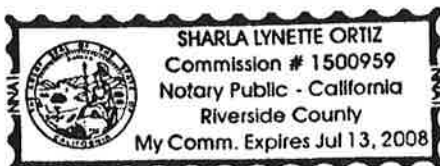
WITNESS my hand and official seal

Sharla Lynette Ortiz
Signature

OAK QUARRY LAND LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Kathleen Karahallios

ITS: Secretary Kathleen Karahallios



Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary:

Sharla Lynette Ortiz

Commission #:

1500959

Place of Execution:

Riverside

Date Commission Expires:

Jul 13, 2008

Date:

March 22, 2005

Signature:

Shelly S. Sorey

EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL DESIGNATED AS 0.51 AC ON A RECORD OF SURVEY OF A PORTION OF BLOCK 6, FILED AUGUST 14, 1946 IN BOOK 13 PAGE 68 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA FURTHER DESCRIBED AS FOLLOWS, THE BEARING AND DISTANCES HAVING BEEN ADJUSTED PER A RECORD OF SURVEY FILED IN BOOK 106, PAGES 1 THROUGH 5 INCLUSIVE OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ARMSTRONG ROAD, 50.00 FEET WIDE, AND THE EASTERLY LINE OF 34TH STREET, 60.00 FEET WIDE;
THENCE ALONG THE SAID EASTERLY LINE OF 34TH STREET, NORTH 35° 04' 54" WEST, 746.17 FEET;
THENCE LEAVING SAID EASTERLY LINE, NORTH 39° 17' 31" EAST, 31.15 FEET;
THENCE SOUTH 35° 04' 54" EAST 741.39 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ARMSTRONG ROAD;
THENCE ALONG SAID NORTHERLY LINE SOUTH 31° 12' 31" WEST, 32.77 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN A GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED OCTOBER 28, 1986, AS INSTRUMENT NO. 269565, OFFICIAL RECORDS AND RE-RECORDED NOVEMBER 24, 1986 AS INSTRUMENT NO. 298889, OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION SET FORTH IN THE FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 17, 1997, AS INSTRUMENT NO. 460936, OFFICIAL RECORDS

SAID DESCRIPTION IS PURSUANT TO AND KNOWN AS PARCEL B IN THE NOTICE OF LOT LINE ADJUSTMENT BY THE COUNTY OF RIVERSIDE, LOT LINE ADJUSTMENT NO. 04105, RECORDED MAY 12, 1999 AS INSTRUMENT NO. 1999-205268 OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN A GRANT OF EASEMENT RECORDED NOVEMBER 13, 1950 IN BOOK 1229 PAGES 145, 146 AND 147 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH A PORTION OF THAT CERTAIN REAL PROPERTY, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 2 IN A GRANT DEED RECORDED MARCH 18, 1921 IN BOOK 543 PAGE 130, ET SEQ. OF DEEDS, RECORDS OF SAID COUNTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION "A" OF SAID PARCEL 2;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF 34TH STREET SOUTH 35° 04' 54" EAST 144.24 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID EASTERLY LINE OF 34TH STREET, NORTH 55° 11' 31" EAST 600.30 FEET;
THENCE SOUTH 35° 04' 33" EAST 438.55 FEET TO A POINT ON THE NORTHERLY LINE OF A RECORD OF SURVEY OF A PORTION OF BLOCK 6 FILED IN BOOK 13, PAGE 68, OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;
THENCE WESTERLY ALONG THE COURSES OF SAID RECORD OF SURVEY OF "A PORTION OF BLOCK 6" NORTH 89° 43' 29" WEST, 130.87 FEET;
THENCE SOUTH 66° 09' 31" WEST, 150.08 FEET;
THENCE SOUTH 80° 16' 31" WEST, 50.03 FEET;
THENCE SOUTH 26° 56' 31" WEST, 97.05 FEET;
THENCE SOUTH 43° 24' 31" WEST, 50.03 FEET;
THENCE SOUTH 53° 06' 31" WEST, 70.04 FEET;
THENCE SOUTH 39° 17' 31" WEST, 100.06 FEET TO A POINT ON SAID EASTERLY LINE OF 34TH STREET;
THENCE ALONG SAID EASTERLY LINE NORTH 35° 04' 54" WEST, 399.98 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND WHICH LIES WITHIN THAT PARCEL DESCRIBED AS DIVISION I, PARCEL 11 (ELEVEN) IN DEED TO QUARRY GOLF COURSE, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED JUNE 10, 1999 AS INSTRUMENT NO. 1999-256479 OF OFFICIAL RECORDS.

SAID DESCRIPTION IS PURSUANT TO AND KNOWN AS PARCEL C IN THAT NOTICE OF LOT LINE ADJUSTMENT BY THE COUNTY OF RIVERSIDE, LOT LINE ADJUSTMENT NO. 04105, RECORDED MAY 12, 1999 AS INSTRUMENT NO. 1999-205268 OF OFFICIAL RECORDS.

RECORDING REQUESTED BY:
Orange Coast Title - Riverside

AND WHEN RECORDED, MAIL TO:

APRUB27, LLC
159 PALO VERDE, STE. B110
MONTCLAIR, CA 91763

DOC # 2004-0746488

09/20/2004 08:00A Fee:43.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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GRANT DEED

ASSESSOR'S PARCEL NO.: 174-340-014 & 174-340-019
TITLE ORDER NO.: R17717
ESCROW NO.: R17717-MCA
TRA: 099-096

The undersigned Grantor(s) declare that the **DOCUMENT TRANSFER TAX IS:**
\$ County City

☒ XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining
thereon at the time of sale.

___ OR transfer is EXEMPT from tax for the following reason:

**THE DOCUMENTARY TRANSFER TAX IS BEING DISCLOSED ON A
SEPARATE TAX DECLARATION**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

OAK QUARRY LAND LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

by GRANT(S) to

APRUB27, LLC., A DELAWARE LIMITED LIABILITY COMPANY

all that real property situated in the County of **RIVERSIDE**, State of CALIFORNIA, described as:

FULL LEGAL DESCRIPTION IS AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated September 16, 2004

State of California

County of Riverside

On 9-16-04, Before me Sharla Lynette Ortiz,
Personally appeared Kathleen Kerschelos

OAK QUARRY LAND LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

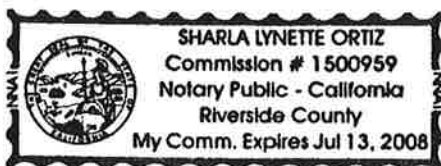
BY: Sharla Lynette Ortiz

ITS: Secretary

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

WITNESS my hand and official seal

Sharla Lynette Ortiz
Signature



Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: SHARLA LYNETTE ORTIZ

Commission #: 1253417

Place of Execution: SAN BERNARDINO COUNTY

Date Commission Expires: FEB. 13, 2004

Date: 9/20/04

Signature: 

EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN A GRANT OF EASEMENT RECORDED NOVEMBER 13, 1950 IN BOOK 1229 PAGES 145, 146 AND 147 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH A PORTION OF THAT CERTAIN REAL PROPERTY, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 2 IN A GRANT DEED RECORDED MARCH 18, 1921 IN BOOK 543 PAGE 130, ET SEQ. OF DEEDS, RECORDS OF SAID COUNTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION "A" OF SAID PARCEL 2;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF 34TH STREET SOUTH 35° 04' 54" EAST 144.24 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID EASTERLY LINE OF 34TH STREET, NORTH 55° 11' 31" EAST 600.30 FEET;
THENCE SOUTH 35° 04' 33" EAST 438.55 FEET TO A POINT ON THE NORTHERLY LINE OF A RECORD OF SURVEY OF A PORTION OF BLOCK 6 FILED IN BOOK 13, PAGE 68, OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;
THENCE WESTERLY ALONG THE COURSES OF SAID RECORD OF SURVEY OF "A PORTION OF BLOCK 6" NORTH 82° 43' 29" WEST, 130.87 FEET;
THENCE SOUTH 66° 09' 31" WEST, 150.08 FEET;
THENCE SOUTH 80° 16' 31" WEST, 50.03 FEET;
THENCE SOUTH 26° 56' 31" WEST, 97.05 FEET;
THENCE SOUTH 43° 24' 31" WEST, 50.03 FEET;
THENCE SOUTH 53° 06' 31" WEST, 70.04 FEET;
THENCE SOUTH 39° 17' 31" WEST, 100.06 FEET TO A POINT ON SAID EASTERLY LINE OF 34TH STREET;
THENCE ALONG SAID EASTERLY LINE NORTH 35° 04' 54" WEST, 399.98 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND WHICH LIES WITHIN THAT PARCEL DESCRIBED AS DIVISION I, PARCEL 11 (ELEVEN) IN DEED TO QUARRY GOLF COURSE, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED JUNE 10, 1999 AS INSTRUMENT NO. 1999-256479 OF OFFICIAL RECORDS.

SAID LAND IS SHOWN AS PARCEL C IN THAT NOTICE OF LOT LINE ADJUSTMENT BY THE COUNTY OF RIVERSIDE, LOT LINE ADJUSTMENT NO. 04105, RECORDED MAY 12, 1999 AS INSTRUMENT NO. 1999-205268 OF OFFICIAL RECORDS.

DOCUMENT NO. _____ DATE RECORDED _____

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT
BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE
COUNTY RECORDER

(PURSUANT TO SECTION 11932 R&T CODE)

TO: REGISTRAR-RECORDER
COUNTY OF RIVERSIDE

REQUEST IS HEREBY MADE IN ACCORDANCE WITH THE PROVISION OF
THE DOCUMENTARY TRANSFER TAX ACT THAT THE AMOUNT OF TAX DUE
NOT BE SHOWN ON THE ORIGINAL DOCUMENTS WHICH NAMES:

OAK QUARRY LAND LLC, A CALIFORNIA LIMITED PARTNERSHIP
AS GRANTOR

AND

APRUB27, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AS GRANTEE

PROPERTY DESCRIBED IN THE ACCOMPANYING DOCUMENT IS LOCATED
IN:

() UNINCORPORATED AREA, OR
() CITY OF

THE AMOUNT OF TAX DUE ON THE ACCOMPANYING DOCUMENT IS \$
275.00, COUNTY OF RIVERSIDE, AND IS:

 X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES
REMAINING AT TIME OF SALE.

DECLARANT:
ORANGE COAST TITLE COMPANY

BY: *Mary C. Antinora*
MARY C. ANTINORA/CI ESCROW OFFICER

DOC # 2004-0746488
09/20/2004

Gary L Orso
County of Riverside
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Lawyers Title

AND WHEN RECORDED MAIL TO:

Mike Schneider

2911 Armstrong Road
Riverside, CA 92509

DOC # 2004-0145188

03/02/2004 08:00A Fee:36.00

Page 1 of 4 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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DTT # 40150
TRA - 009-096

SPACE ABOVE FOR RECORDER'S USE ONLY

36



Grant Deed

Title of Document

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:
Lawyers Title Company (SB)

Escrow No. 15478-LM

Title Order No. 4034128-22

When Recorded Mail Document
and Tax Statement To:

Mike Schneider
2911 Armstrong Road
Riverside, CA 92509

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A	R	L				COPY	LONG	REFUND	NCHG
									EXAM

APN: 174-340-006-7

TNA 09096

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is 4.50

- [X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of Riverside

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Ruston Hafif, An Unmarried Man



hereby GRANT(S) to Mike Schneider, APRUB27, LLC., a Delaware Limited Liability Company

the following described real property in the City of Riverside

County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Property Address: 2911 Armstrong Road, Riverside, CA 92509

DATED: October 8, 2002

STATE OF CALIFORNIA

COUNTY OF San Bernardino

ON November 14, 2002

before me,

Maria G. Leyva personally appeared

Ruston Hafif

Ruston Hafif

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



Witness my hand and official seal.

Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Parcel 1:

All that portion of Tract No. 2 of the Armstrong Estate, as shown by Map of Re-Subdivision of a portion of the lands formerly belonging to the A. C. Armstrong Estate, in the County of RIVERSIDE, State of California, as per map recorded in Book 6, page(s) 31 of Maps, in the office of the County Recorder of Riverside County, particularly described as follows:

Commencing at the point of intersection of Northerly side of Corundum Street and Easterly boundary of said Tract No. 2, as shown on said Map;

Thence North 61° 07' West, along said Northerly boundary of Corundum Street, 831.73 feet;

Thence North 55° 41' East, 2029.4 feet, more or less, to Easterly boundary of said Tract No. 2;

Thence North 31° 32' East, 956.33 feet, formerly recorded 956.29 feet, for the true point of beginning, said point also being the Southeasterly corner of the Parcel of land conveyed to Bud Thornton, et al, by Deed recorded December 19, 1946 of Official Records of Riverside County, California;

Thence North 34° 47' East, 690.80 feet, formerly recorded 690 feet;

Thence North 19° 18' 30" East, 98.67 feet, formerly recorded North 23° 32' East, 100 feet;

Thence North 23° 49' 30" East, 99.45 feet, formerly recorded North 25° 08' East, 100 feet;

Thence North 7° 55' East, 80.12 feet, formerly recorded North 10° 41' East, 80 feet;

Thence North 13° 34' East, formerly recorded North 06° 21' East, 108.26 feet, the last four courses and distances being along the Northwesterly line of Parcel 3 of the land conveyed to James Lewis, et ux, by Deed recorded June 28, 1946 of Official Records of Riverside County, California;

Thence South 34° 45' 30" East, 799.90 feet;

Thence South 31° 31° 32 West, 327.20 feet to the true point of beginning;

Excepting therefrom the following described portion:

Beginning at said true point of beginning of the above description;

Thence North 34° 47' West, 403.5 feet;

Thence North 31° 32' Est, 108 feet;

Thence South 34° 47' East, 403.5 feet;

EXHIBIT "A" Continued

Thence South 31° 32' West, 108 feet to the point of beginning;

Parcel 2:

All that portion of Tract No. 2 of the Armstrong Estate, as shown by Map of Re-Subdivision of a portion of the lands formerly belonging to the A. C. Armstrong Estate, on file in Book 6, page(s) 31 of maps, records of Riverside County, California, particularly described as follows:

Commencing at the point of intersection of the Northerly side of Corundum Street and Easterly boundary of said Tract No. 2, as shown on said Map;

Thence North 61° 07' West, along said Northerly boundary of Corundum Street, 831.73 feet;

Thence North 55° 41' East, 2029.4 feet, more or less, to the Easterly boundary of said Tract No. 2;

Thence North 31° 32' East, 1283.53 feet for the true point of beginning, said point also being the Southeasterly corner of Parcel 1 hereinabove described;

Thence continuing North 31° 32' East, 328 feet to the most Easterly corner of Parcel 3 of the land conveyed to James Lewis, et ux, by Deed recorded June 28, 1946 of Official Records of Riverside County, California;

Thence North 34° 47' West, 875.6 feet, formerly recorded 875 feet;

Thence South 14° 56' West, 56.6 feet;

Thence South 29° 51' West, 140 feet;

Thence South 17° 33' West, 100 feet;

Thence South 10° 52' West, 70 feet;

Thence South 13° 34' West, formerly recorded South 06° 21' West, 1.38 feet to the most Northerly corner of Parcel 1 hereinabove described, the last five courses and distances being along the Northwesterly line of Parcel 3 of said land conveyed to James Lewis, et ux;

Thence South 34° 45' 30" East, 799.90 feet to the true point of beginning.

RECORDING REQUESTED BY:
Orange Coast Title - Riverside

AND WHEN RECORDED, MAIL TO:

APRUB27, LLC
4959 PALO VERDE, STE. B110
MONTCLAIR, CA 91763

DOC # 2005-0240529

03/28/2005 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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GRANT DEED

13

ASSESSOR'S PARCEL NO.: 174-340-014 & 174-340-019
TITLE ORDER NO.: R-227283-6
ESCROW NO.: R17717-MCA
TRA: 099-096

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:

\$ -0- County City

XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances
remaining thereon at the time of sale.

_X OR transfer is EXEMPT from tax for the following reason:

**THIS GRANT DEED IS BEING RECORDED TO CORRECT THE
LEGAL DESCRIPTION OF THAT CERTAIN GRANT DEED DATED
SEPTEMBER 16, 2004 RECORDED BY INSTRUMENT NO. 2004-
0746488 TO ADD THE ATTACHED LEGAL DESCRIPTION**

T
YS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

OAK QUARRY LAND LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

hereby GRANT(S) to

APRUB27, LLC., A DELAWARE LIMITED LIABILITY COMPANY

all that real property situated in the County of **RIVERSIDE**, State of CALIFORNIA, described as:

FULL LEGAL DESCRIPTION IS AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated March 17, 2005

State of California

County of Riverside

On March 17, 2005, Before me Sharla Lynette Ortiz
Personally appeared Kathleen Karahagios

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

WITNESS my hand and official seal

Sharla Lynette Ortiz
Signature

OAK QUARRY LAND LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Kathleen Karahagios

ITS: Secretary Kathleen Karahagios



Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary:

Sharla Lynette Ortiz

Commission #:

1500959

Place of Execution:

Riverside

Date Commission Expires:

Jul 13, 2008

Date:

March 22, 2005

Signature:

Shelly D. Sorey

EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL DESIGNATED AS 0.51 AC ON A RECORD OF SURVEY OF A PORTION OF BLOCK 6, FILED AUGUST 14, 1946 IN BOOK 13 PAGE 68 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA FURTHER DESCRIBED AS FOLLOWS, THE BEARING AND DISTANCES HAVING BEEN ADJUSTED PER A RECORD OF SURVEY FILED IN BOOK 106, PAGES 1 THROUGH 5 INCLUSIVE OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ARMSTRONG ROAD, 50.00 FEET WIDE, AND THE EASTERLY LINE OF 34TH STREET, 60.00 FEET WIDE;
THENCE ALONG THE SAID EASTERLY LINE OF 34TH STREET, NORTH 35° 04' 54" WEST, 746.17 FEET;
THENCE LEAVING SAID EASTERLY LINE, NORTH 39° 17' 31" EAST, 31.15 FEET;
THENCE SOUTH 35° 04' 54" EAST 741.39 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ARMSTRONG ROAD;
THENCE ALONG SAID NORTHERLY LINE SOUTH 31° 12' 31" WEST, 32.77 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN A GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED OCTOBER 28, 1986, AS INSTRUMENT NO. 269565, OFFICIAL RECORDS AND RE-RECORDED NOVEMBER 24, 1986 AS INSTRUMENT NO. 298889, OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION SET FORTH IN THE FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 17, 1997, AS INSTRUMENT NO. 460936, OFFICIAL RECORDS

SAID DESCRIPTION IS PURSUANT TO AND KNOWN AS PARCEL B IN THE NOTICE OF LOT LINE ADJUSTMENT BY THE COUNTY OF RIVERSIDE, LOT LINE ADJUSTMENT NO. 04105, RECORDED MAY 12, 1999 AS INSTRUMENT NO. 1999-205268 OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN A GRANT OF EASEMENT RECORDED NOVEMBER 13, 1950 IN BOOK 1229 PAGES 145, 146 AND 147 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH A PORTION OF THAT CERTAIN REAL PROPERTY, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. DESCRIBED AS PARCEL 2 IN A GRANT DEED RECORDED MARCH 18, 1921 IN BOOK 543 PAGE 130. ET SEQ. OF DEEDS, RECORDS OF SAID COUNTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION "A" OF SAID PARCEL 2;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF 34TH STREET SOUTH 35° 04' 54" EAST 144.24 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID EASTERLY LINE OF 34TH STREET, NORTH 55° 11' 31" EAST 600.30 FEET;
THENCE SOUTH 35° 04' 33" EAST 438.55 FEET TO A POINT ON THE NORTHERLY LINE OF A RECORD OF SURVEY OF A PORTION OF BLOCK 6 FILED IN BOOK 13, PAGE 68, OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY;
THENCE WESTERLY ALONG THE COURSES OF SAID RECORD OF SURVEY OF "A PORTION OF BLOCK 6" NORTH 89° 43' 29" WEST, 130.87 FEET;
THENCE SOUTH 66° 09' 31" WEST, 150.08 FEET;
THENCE SOUTH 80° 16' 31" WEST, 50.03 FEET;
THENCE SOUTH 26° 56' 31" WEST, 97.05 FEET;
THENCE SOUTH 43° 24' 31" WEST, 50.03 FEET;
THENCE SOUTH 53° 06' 31" WEST, 70.04 FEET;
THENCE SOUTH 39° 17' 31" WEST, 100.06 FEET TO A POINT ON SAID EASTERLY LINE OF 34TH STREET;
THENCE ALONG SAID EASTERLY LINE NORTH 35° 04' 54" WEST, 399.98 FEET TO THE TRUE POINT OF BEGINNING

EXCEPT ANY PORTION OF SAID LAND WHICH LIES WITHIN THAT PARCEL DESCRIBED AS DIVISION I, PARCEL 11 (ELEVEN) IN DEED TO QUARRY GOLF COURSE, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED JUNE 10, 1999 AS INSTRUMENT NO. 1999-256479 OF OFFICIAL RECORDS.

SAID DESCRIPTION IS PURSUANT TO AND KNOWN AS PARCEL C IN THAT NOTICE OF LOT LINE ADJUSTMENT BY THE COUNTY OF RIVERSIDE, LOT LINE ADJUSTMENT NO. 04105, RECORDED MAY 12, 1999 AS INSTRUMENT NO. 1999-205268 OF OFFICIAL RECORDS.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
OFFICE OF THE COUNTY SURVEYOR
MONUMENT BOND COMPUTATION

050207

MAP # TR 32124 SCHEDULE B MAP CHECKER RAY EDWARDS

Drive Time: Hrs. to Map	Net Work Hrs./Day	Cost per 9 Hr. Day	Cost per Monument
-------------------------	-------------------	--------------------	-------------------

Schedule "A" through "H" Maps

0.5	8	\$1584.45*	\$132
1.0	7		\$151
1.5	6		\$176
2.0	5		\$211

Out of town Monumentation Surveys

8	\$**	\$183
---	------	-------

Schedule "I" Maps

0.5	8	\$1584.45*	\$264
1.0	7		\$302
1.5	6		\$352
2.0	5		\$422

Out of town Monumentation Surveys

8	\$**	\$366
---	------	-------

Total Monuments to be Set	x	Cost per Monument	+	20%	=	Total Amount
---------------------------	---	-------------------	---	-----	---	--------------

85	x	\$151	+	20%	=	\$15,402.00
----	---	-------	---	-----	---	-------------

Monument Inspection Fee \$0 (Deposit Based)

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 5/16/2007

* Based on a crew of, 1) Registered Party Chief, 1) Survey Instrument Technician, and 1) Survey Technician.

** 9-hour work day, meals, and lodging for a 3 person crew, per day, in a 5-day, 44-hour work week.

EXHIBIT B

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

PARCEL MAP or TRACT NO. TRACT 32124 DATE: 4/10/2007
PP, CU, PU, MS, or VL NO. _____ BY: GKD

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY **(50% of Estimated Construction Costs)
Streets/Drainage	\$1,049,500	\$524,750
Flood Control* \$ _____ = _____	\$0	\$0
Water - J.C.S.D.	\$109,000	\$54,500
Sewer - J.C.S.D.	\$124,500	\$62,250
Total	\$1,283,000	\$641,500
Warranty Retention (10%)	\$128,500	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on 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 ☐ do not ☒ include additional 20% for recordation prior to having signed plans
(Ordinance 460, Section 10.3E)

Signature [Handwritten Signature]

Date 5-4-07

Name typed or printed LIN MCCAFFREY



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

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

- Quantities to be taken from improvement plans. Unit costs 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 Requirement 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.

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

STREET IMPROVEMENTS

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
		Roadway Excavation			
3,011	C.Y.	1. Projects with a Grading Plan		\$20.00	\$60,220.00
		Area x 0.50' (hinge point to hinge point)			
		2. Projects without a Grading Plan			
		(Road area and side slopes to daylight)			
		Cut (c) = Fill (f) =			
	C.Y.	(c or f) a. Excavate and Fill		\$0.40	
	C.Y.	(c - f) b. Excavate and Export		\$1.10	
	C.Y.	(f - c) c. Import and Fill		\$2.80	
		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.)			
148	L.F.	Sawcut Exist. A.C. Pavement		\$1.00	\$148.00
296	S.F.	Cold plane A.C. Pavement		\$0.50	\$148.00
	S.Y.	Grinding A.C. in Place		\$0.60	
56,465	S.F.	Remove A.C. Pavement		\$0.60	\$33,879.00

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: _____

TRACT 32124

DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
137	L.F.	Remove Curb and Gutter		\$18.00	\$2,466.00
81	L.F.	Remove A.C. Dike		\$3.00	\$243.00
	S.F.	Remove Sidewalk		\$10.00	
	EA.	Relocate Mailbox		\$250.00	
	L.F.	Remove Chain Link Fence		\$7.50	
	L.F.	Remove Barricade		\$10.00	
2,982	Ton	Asphalt Concrete (162,582 S.F.) (144 lbs/cu.ft.)		\$90.00	\$268,380.00
3,053	C.Y.	Agg Base Class II (166,067 S.F.)		\$50.00	\$152,650.00
6.1	Ton	Asph. Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gal.) (162,582 S.F.) apply at 0.05 + 0.03 = 0.08 gal/SY)		\$600.00	\$3,660.00
296	S.F.	AC Overlay (min. 0.10') (S.F.)		\$0.90	\$266.40
4,488	L.F.	Curb and Gutter (Type A-6)		\$10.00	\$44,880.00
589	L.F.	Curb and Gutter (Type A-8)		\$12.00	\$7,068.00
	L.F.	Type "C" Curb		\$10.00	
	L.F.	Type "D-1" Curb		\$10.00	
	L.F.	Type "D" Curb		\$15.00	
70	L.F.	A.C. Dike (6") including material and labor		\$8.00	\$560.00
	L.F.	A.C. Dike (8") including material and labor		\$10.00	

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
1,618	S.F.	P.C.C. Cross Gutter and Spandrels		\$10.00	\$16,180.00
1,771	S.F.	P.C.C. Sidewalk		\$6.00	\$10,626.00
5,520	S.F.	P.C.C. Drive Approach		\$8.00	\$44,160.00
	S.F.	P.C.C. Dip Section Std. 307		\$6.00	
6	EA.	Handicapped Access Ramp		\$1,500.00	\$9,000.00
	C.Y.	Structural Reinforced Concrete		\$400.00	
	L.F.	Barricades		\$100.00	
	L.F.	Metal Beam Guard Railing		\$35.00	
3,963	L.F.	Utility Trench, one side (Edison, Telephone, Cable)		\$10.00	\$39,630.00
		(total length of streets)			
	L.F.	Chain Link Fence (6')		\$15.00	
	L.F.	Relocate Fence		\$12.00	
	EA.	Pipe Gate		\$1,000.00	
2	Ea.	Relocate Power Pole		\$10,000.00	\$20,000.00
15	Ea.	Street Lights (including conduit)		\$5,000.00	\$75,000.00
	Ea.	Concrete Bulkhead		\$200.00	
	Ea.	Slope Anchors for Pipes		\$300.00	
	C.Y.	Cut Off Wall (Std 2')		\$400.00	
	Ea.	A.C. Overside Drain		\$500.00	
3	Ea.	Under Sidewalk Drain Std. 309		\$2,000.00	\$6,000.00

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
	EA.	Flat Outlet Drainage Structure Std. 303		\$2,000.00	
5	EA.	Curb Outlet Drainage Structure Std. 308		\$2,000.00	\$10,000.00
	S.F.	Terrace Drains and Down Drains		\$6.50	
	S.F.	Interceptor Drains		\$6.50	
	C.Y.	R.C. Box Culvert		\$400.00	
	C.Y.	Concrete Channel		\$200.00	
	C.Y.	Rip Rap (1/4 Ton) Method B		\$40.00	
	C.Y.	Rip Rap (1/2 Ton) Method B		\$45.00	
	C.Y.	Rip Rap (1 Ton) Method B		\$50.00	
	C.Y.	Rip Rap (2 Ton) Method B		\$55.00	
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B		\$60.00	
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B		\$67.00	
	C.Y.	Grouted Rip Rap (1 Ton) Method B		\$75.00	
	C.Y.	Grouted Rip Rap (2 Ton) Method B		\$80.00	
	L.F.	18" R.C.P.		\$60.00	
	L.F.	24" R.C.P.		\$70.00	
29	L.F.	30" R.C.P.		\$80.00	\$2,320.00

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: _____

TRACT 32124

DATE: _____

4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
	L.F.	36" R.C.P.		\$90.00	
	L.F.	42" R.C.P.		\$100.00	
	L.F.	48" R.C.P.		\$110.00	
	L.F.	54" R.C.P.		\$130.00	
	L.F.	60" R.C.P.		\$150.00	
	L.F.	18" C.S.P. or 21" x 15" CSPA		\$40.00	
	L.F.	24" C.S.P. or 28" x 20" CSPA		\$50.00	
	L.F.	30" C.S.P. or 35" x 24" CSPA		\$60.00	
	L.F.	36" C.S.P. or 42" x 29" CSPA		\$70.00	
	L.F.	42" C.S.P. or 49" x 33" CSPA		\$80.00	
	L.F.	48" C.S.P. or 57" x 38" CSPA		\$100.00	
	L.F.	54" C.S.P. or 64" x 43" CSPA		\$110.00	
	L.F.	60" C.S.P. or 71" x 47" CSPA		\$120.00	
	Ea.	Catch Basins W=4'		\$1,700.00	
	Ea.	Catch Basins W=7'		\$3,000.00	
	Ea.	Catch Basins W=14'		\$6,000.00	
	Ea.	Catch Basins W=21'		\$9,000.00	
	Ea.	Catch Basins W=28'		\$12,000.00	

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: _____

TRACT 32124

DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
	Ea.	Type IX Inlet		\$2,500.00	
	Ea.	Type X Inlet		\$2,500.00	
	Ea.	Junction Structure No. 1		\$3,000.00	
	Ea.	Junction Structure No. 2		\$3,000.00	
	Ea.	Junction Structure No. 6		\$3,700.00	
	Ea.	Transition Structure No. 1		\$12,500.00	
	Ea.	Transition Structure No. 2		\$12,500.00	
	Ea.	Transition Structure No. 3		\$2,700.00	
	Ea.	Manhole No. 1		\$2,700.00	
	Ea.	Manhole No. 2		\$3,300.00	
	Ea.	Manhole No. 3		\$2,700.00	
	Ea.	Manhole No. 4		\$5,000.00	
	Ea.	Adjust Water Valve (if no water plan)		\$150.00	
	Ea.	Adjust MH to Grade (if no sewer plan)		\$400.00	

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
SIGNING, STRIPING AND SIGNALS					
	S.F.	Remove Traffic Stripes and Paint Markings		\$2.50	
	Ea.	Remove Sign, Salvage		\$50.00	
2	Ea.	Relocate Roadside Sign		\$100.00	\$200.00
6	Ea.	Street Name Sign		\$275.00	\$1,650.00
	Ea.	Install Sign (Strap and Saddle Bracket Method)		\$100.00	
	Ea.	Install Sign (Mast Arm Hanger Method)		\$100.00	
6	Ea.	Road Sign - One Post		\$250.00	\$1,500.00
	Ea.	Road Sign - Two Posts		\$400.00	
	Ea.	Object marker - Modified Type "F" Delineator		\$60.00	
9	Ea.	Delineator (Class 1 Type F)		\$40.00	\$360.00
	Ea.	Delineator (Class 2)		\$45.00	
6	Ea.	Pavement Marker, Reflective		\$3.75	\$22.50
4,311	L.F.	Paint Traffic Stripe (2 Coats)		\$0.30	\$1,293.30
	L.F.	4" Thermoplastic Traffic Stripe		\$0.30	

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
	L.F.	8" Thermoplastic Traffic Stripe		\$0.60	
	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking		\$2.25	
	S.F.	Thermoplastic Cross Walk and Pavement Marking		\$3.00	
	L.S.	Signal and Lighting		\$130,000.00	
LANDSCAPING					
	S.F.	Maintenance Walk Std. 113		\$4.00	
	S.F.	Colored Stamped Concrete		\$10.00	
52	Ea.	Street Trees (15 Gallon)		\$100.00	\$5,200.00
13234	S.F.	Landscape and Irrigation		\$3.50	\$46,319.00
	C.Y.	Landscape Fill Material		\$27.00	
	Ea.	Water Meter		\$7,000.00	
	Ea.	Electric Meter		\$10,000.00	
OTHER ITEMS NOT LISTED					

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: _____ **TRACT** 32124

DATE: 4/10/2007

STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
OTHER ITEMS NOT LISTED					
1	EA	Fossil Filter Std. 300A		\$400.00	\$400.00
14	LF	Curb Inlet Catch Basin Std. 300 with local depression Std. 311		\$495.00	\$6,930.00
332	SF	Remove existing driveway		\$10.00	\$3,320.00
A. Subtotal				\$	874,679.20
B. Administrative Contingency (% x A)				\$	174,935.84
NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases					
C. Streets/Drainage Total (A+B)				\$	1,049,615.04

 BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)

D. 20% x C	\$ _____
Streets/Drainage Total (C + D)	\$ _____

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: TRACT 32124DATE: 4/10/2007

WATER IMPROVEMENTS

Show quantities on this sheet only if project has a water plan. If no water plan then show applicable quantities as a part of street improvements.

QNTY	UNIT	ITEM	UNIT	COST	AMOUNT
	L.F.	4" Waterline		\$13.00	
	L.F.	6" Waterline		\$16.00	
2,631	L.F.	8" Waterline		\$21.00	\$55,251.00
	L.F.	10" Waterline		\$27.00	
	L.F.	12" Waterline		\$31.00	
	Ea.	4" Gatevalve		\$650.00	
	Ea.	6" Gatevalve		\$800.00	
6	Ea.	8" Gatevalve		\$850.00	\$5,100.00
	Ea.	10" Gatevalve		\$1,050.00	
	Ea.	12" Gatevalve		\$1,250.00	
	Ea.	Fire Hydrants (6") Super		\$2,500.00	
5	Ea.	Fire Hydrants (6") Standard		\$2,300.00	\$11,500.00
	Ea.	4" Miscellaneous Fittings		\$150.00	
	Ea.	6" Miscellaneous Fittings		\$200.00	
6	Ea.	8" Miscellaneous Fittings		\$250.00	\$1,500.00
1	Ea.	10" Miscellaneous Fittings		\$280.00	\$280.00
	Ea.	12" Miscellaneous Fittings		\$320.00	
1	Ea.	Blowoffs (4")		\$1,600.00	\$1,600.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 32124 DATE: 4/10/2007

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no sewer plan then show applicable quantities as a part of street improvements.

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
779	L.F.	4" V.C.P.	\$15.00	\$11,685.00
	L.F.	6" V.C.P.	\$25.00	
2,216	L.F.	8" V.C.P.	\$30.00	\$66,480.00
	L.F.	10" V.C.P.	\$35.00	
	L.F.	12" V.C.P.	\$40.00	
10	Ea.	Standard Manholes	\$2,500.00	\$25,000.00
	Ea.	Drop Manholes	\$4,000.00	
	Ea.	Cleanouts	\$500.00	
25	Ea.	Sewer Y's	\$30.00	\$750.00
	Ea.	Chimneys	\$400.00	
	Ea.	Adjust M.H. to Grade	\$500.00	
	L.F.	Concrete Encasement	\$35.00	
A. Subtotal			\$	103,915.00
B. Administrative Contingency (% x A)			\$	20,783.00
NOTE: Use 20% for TR and PM				
Use 5% for PP, CU, PU, MS and VL Cases				
C. Sewer Total (A+B)			\$	124,698.00

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)

D. 20% x C \$ _____

Sewer Total (C + D) \$ _____

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLAN CHECK FEE CALCULATION SHEET**

PARCEL MAP or TRACT NO. TRACT 32124 **SCH.** **DATE:** 4/10/2007
PP, CU, PU, MS, or VL NO. 0 **BY:** GKD

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C from Page 10)	\$ <u>1,049,615.04</u>
II. Water (Line C from Page 12)	\$ <u>108,967.20</u>
III. Sewer (Line C from Page 13)	\$ <u>124,698.00</u>

PLAN CHECK FEE CALCULATION

A. Streets/Drainage ($\% \times \text{I.}$)	\$ <u>20,992.30</u>
NOTE: Use 2% for TR	
Use 6% for PM	
Use 6.5% for PP, CU, PU, MS and VL	
B. Water and Sewer ($1\% \times \text{II. and III.}$)	\$ <u>2,336.65</u>
NOTE: Use 1% for all	
C. Total Plan Check Fee (A + B)	\$ <u>23,328.95</u>

SURCHARGE FEE CALCULATION

D. Surcharge Fee ($2\% \times \text{C}$)	\$ <u>466.58</u>
E. Total Plan Check Fee and Surcharge Fee	\$ <u><u>23,795.53</u></u>

COMMENTS

MINIMUM PLAN CHECK FEE REQUIREMENTS

For TR (Sch. A, B, C, D) and PM (Sch. E, F, G) - minimum \$1,875
 For PM (Sch. H, I) - minimum \$800
 For PP/PU/MS/VL - minimum \$500

EXHIBIT B

EXTENSION OF TIME

**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 APRUB 27, 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 32124**, 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 forty-nine thousand five hundred and no/100 Dollars (\$1,049,500.00)**.

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

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

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


Contractor

APRUB27, LLC
By: Apex Holdings, LLC
3333 Concours
Suite 4100
Ontario, CA 91764

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

APRUB27, LLC a Delaware Limited
By Liability Company

By Apex Holdings, LLC a Delaware
Title Limited Liability Company
Its: managing manager

✓ By 
Title Alex Xu, managing member

COUNTY OF RIVERSIDE

By 
MARION ASHLEY
CHAIRMAN, BOARD OF SUPERVISORS

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

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

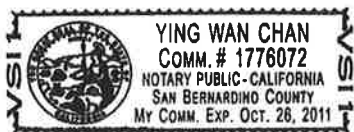
} SS.

On 04-08-2010, before me, Ying Wan Chan, Notary Public,
DATE

personally appeared Alex Xu, 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.


NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

Top of thumbprint here

EXTENSION OF TIME

**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 APRUB27, 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 32124**, 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 **Jurupa Community Services 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 nine thousand and no/100 Dollars (\$109,000.00)**.

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

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:

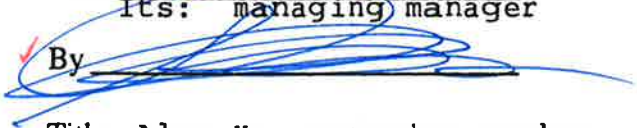
County

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

Contractor

APRUB27, LLC
By: Apex Holdings, LLC
3333 Concours
Suite 4100
Ontario, CA 91764

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

APRUB27, LLC a Delaware Limited
By Liability Company
By Apex Holdings, LLC a Delaware
Title Limited Liability Company
Its: managing manager
By 
Title Alex Xu, managing member

COUNTY OF RIVERSIDE

By 
MARION ASHLEY
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

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

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

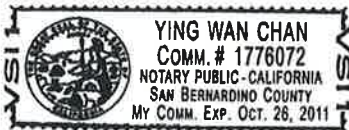
} SS.

On 04-08-2010, before me, Ying Wan Chan, Notary Public,
DATE

personally appeared Alex Xu, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

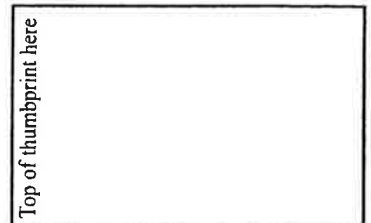
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



EXTENSION OF TIME

**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 APRUB27 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 32124**, 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 **Jurupa Community Services 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 **One hundred twenty-four thousand five hundred and no/100 Dollars (\$124,500.00)**.

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.

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

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

Contractor

APRUB27, LLC
By: Apex Holdings, LLC
3333 Concours
Suite 4100
Ontario, CA 91764

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

APRUB27, LLC a Delaware Limited
By Liability Company

By Apex Holdings, LLC a Delaware
Title Limited Liability Company
Its: managing manager

By

Title Alex Xu, managing member

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Kaunberger
Deputy

APPROVED AS TO FORM

County Counsel

By Henrietta

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

Revised 02/02/10

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

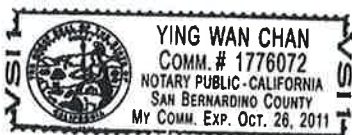
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



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THUMBPRINT
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OTHER



EXTENSION OF TIME

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and APRUB 27 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 32124**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Fifteen thousand four hundred and no/100 Dollars (\$15,400.00).**

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

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, 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.

NINTH: 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.

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

Contractor

APRUB27, LLC
By: Apex Holdings, LLC
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Suite 4100
Ontario, CA 91764

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By Apex Holdings, LLC a Delaware
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Its: managing manager

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Title Alex Xu, managing member

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By: 
MARION ASHLEY

ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM

County Counsel

By: 

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State of California

County of San Bernardino

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On 04-08-2010

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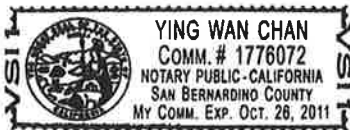
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