

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

1178



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

August 26, 2010

SUBJECT: Tract 30266-1
A Schedule "A" Subdivision in the Menifee Valley 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 of 48 months to complete improvements); and,
- 2) Authorize the Chairman to execute and record the attached Lien Agreement.

BACKGROUND: On February 9, 2010, the Board entered into agreements with Winchester Meadows, 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 Bond Safeguard Insurance Company as follows:

- \$1,876,000 - Bond #5035469 for the completion of street improvements
- \$134,000 - Bond #5036249 for the completion of the water system
- \$260,000 - Bond #5035473 for the completion of the sewer system
- \$48,000 - Bond #5035468 for the completion of the monumentation

No work has yet taken place, and Winchester Meadows, LLC requests an extension of time for the completion of Tract 30266-1. 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 have been approved by County Counsel.

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 Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 14, 2010
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 02/09/10 - 2.20 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

2.7

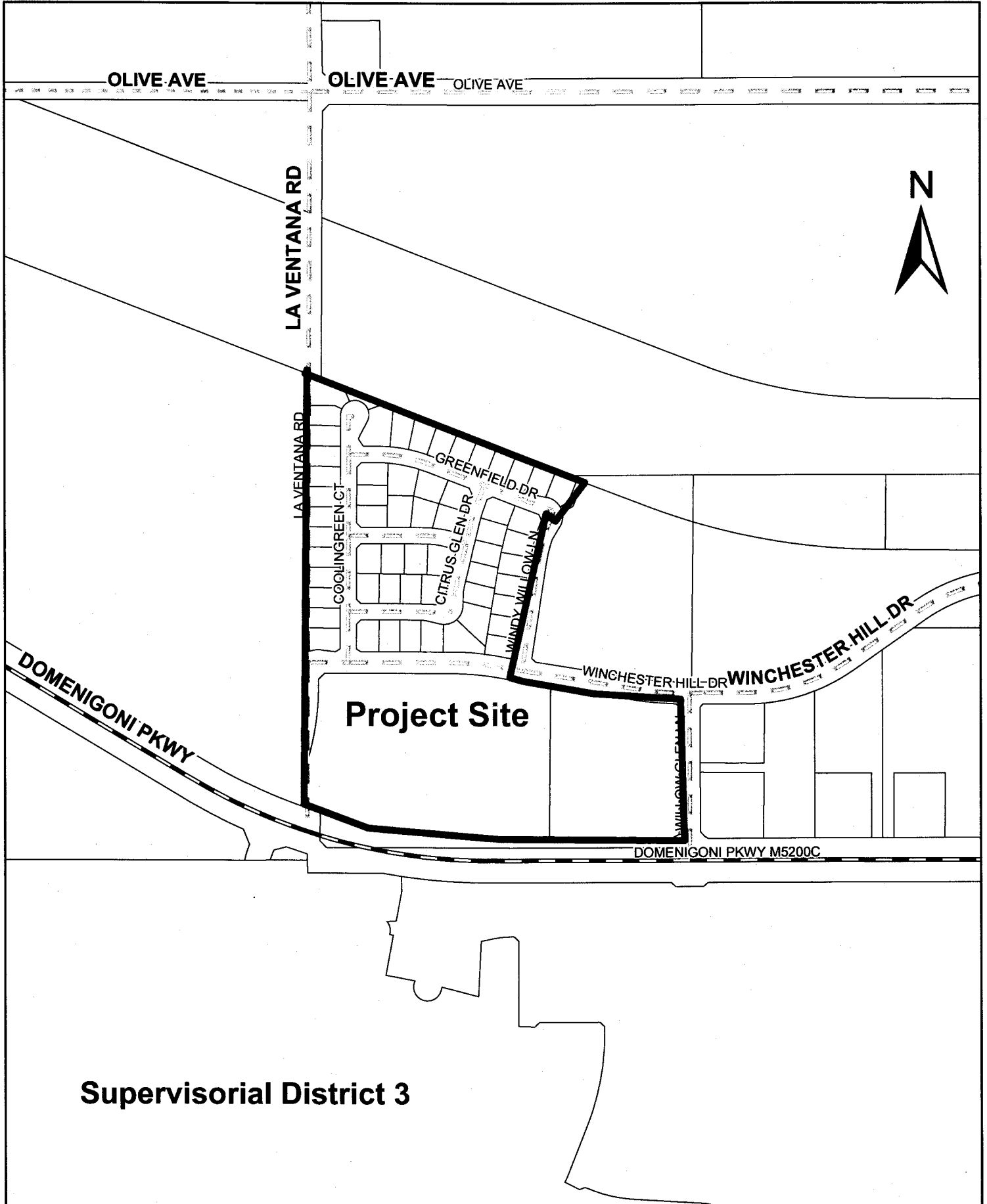
REVIEWED BY EXECUTIVE OFFICE
DATE 9/2/2010
Departmental Concurrence
Tina Grande

FORM APPROVED COUNTY COUNSEL
BY:
DATE 8/11/10
ELENA M. BOEVA

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

0 212.5 425 850 Feet
1 inch = 417 feet

Tract 30266-1 Vicinity Map



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 Winchester Meadows, 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 30266-1**, 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 seventy-six thousand and no/100 Dollars (\$1,876,000.00)**.

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 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	Winchester Meadows, LLC 22861 Tindaya Mission Viejo, Ca. 92692

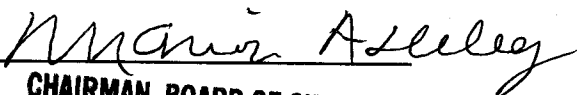
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Winchester Meadows, LLC
A California Limited Liability Ca.
By : R,K.E.Company, Inc., a
California Corporation

By 
Robert W. Love
Title President

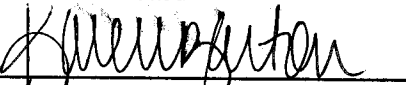
By _____
Title _____

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS
MARION ASHLEY

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

SEP 14 2010 2.7

**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>
Robert W. Love - business	22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

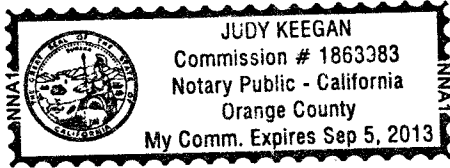
State of California

County of ORANGE

On 6-28-10 before me, JUDY KEEGAN, NOTARY PUBLIC

personally appeared ROBERT W. LOVE

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: Judy Keegan

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: Signer's Name:

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

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:

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 Winchester Meadows, 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 30266-1, 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 **On hundred thirty-four thousand and no/100 Dollars (\$134,000.00)**.

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	Winchester Meadows, LLC 22861 Tindaya Mission Viejo, Ca. 92692

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

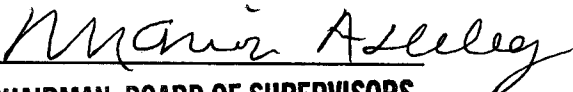
Winchester Meadows, LLC
a California Limited Liability Ca.
By :R.K.E.Companies, Inc., a
California Corporation

By 
Robert W. Love
Title President

By _____

Title _____

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS
MARION ASHLEY

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

**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>
Robert W. Love	- business 22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ORANGE

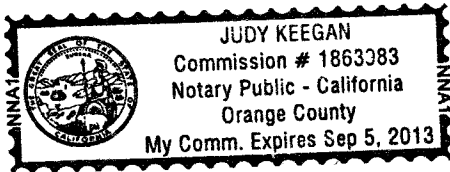
On 6-28-10 before me,

JUDY KEEGAN, NOTARY PUBLIC

personally appeared

ROBERT W. LOVE

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:

Judy Keegan

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:

Signer's Name:

Corporate Officer — Title(s):

Corporate Officer — Title(s):

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other:

Other:

Signer Is Representing:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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 Winchester Meadows, 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 30266-1**, 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 **Two hundred sixty thousand and no/100 Dollars (\$260,000.00)**.

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.

SEP 14 2010 2.7

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	Winchester Meadows, LLC 22861 Tindaya Mission Viejo, Ca. 92692

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


Winchester Meadows, LLC
a California Limited Liability Co.
By: R.K.E. Companies, Inc.,
California Corporation

By 
Title Robert W. Love
President

By _____

Title _____

COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS
MARION ASHLEY

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

**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>
Robert W. Love	- business 22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ORANGE }

On 6-28-10 before me, JUDY KEEGAN, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ROBERT W. LIVE
Name of Signer



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: Judy Keegan
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: _____

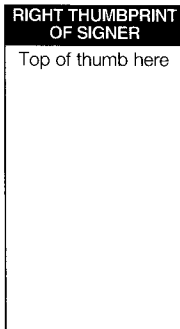
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

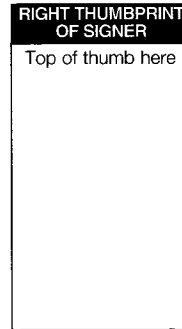
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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 Winchester Meadows, 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 30266-1**, 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 **Forty-eight thousand and no/100 Dollars (\$48,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond 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.

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

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bonds 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.

SIXTH: 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 the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California.

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

EIGHTH: 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.

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.

TENTH: 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
Winchester Meadows, LLC
22861 Tindaya,
Mission Viejo, Ca 92692

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

Winchester Meadows, LLC
A California Limited Liability Co.
By : R.K.E.Companies, Inc., a
California Corporation

By *Robert W. Love*
Robert W. Love
Title President

By _____
Title _____

COUNTY OF RIVERSIDE

By *Marion Ashley*
CHAIRMAN, BOARD OF SUPERVISORS
MARION ASHLEY

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By *Kecia Harper-Ihem*
Deputy

APPROVED AS TO FORM

County Counsel

By *[Signature]*

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

Revised 02/02/10

**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>
Robert W. Love	- business 22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

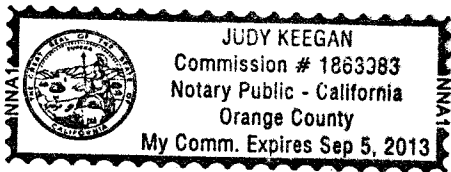
State of California

County of ORANGE

On 6-28-10 before me, JUDY KEEGAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ROBERT W. LOVE
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: Judy Keegan

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: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

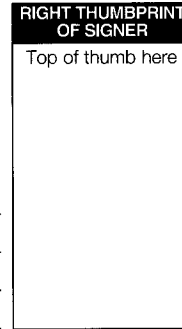
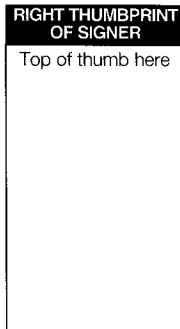
Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



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 # 2010-0463625

09/28/2010 08:00A Fee:NC

Page 1 of 26

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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LIEN AGREEMENT

As Subdivision Improvement Security for Tract 30266-1

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION**

SEP 14 2010 2.7

2010-10-103596

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2010 OCT - 7 PM 2:43

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 2nd day of August, 2010, by and among the County of Riverside, a political subdivision of the State of California ("County") and Winchester Meadows, LLC ("Owner").

RECITALS

- A. Owner has recorded a Final Map for **Tract 30266-1** 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 February 9, 2010, 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 Agreements.
- 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.



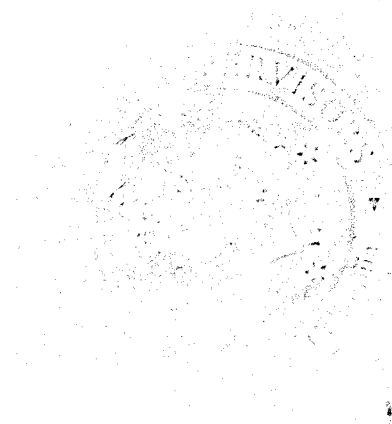
COUNTY OF RIVERSIDE ("COUNTY")

By: Marion Ashley
Chairman, Board of Supervisors
MARION ASHLEY

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: Kecia Harper Ihem
Deputy



Winchester Meadows, LLC ("OWNER")
A California Limited Liability Co.
By: R.K.E. Companies, Inc. a
California Corporation

By: Robert W. Love
Robert W. Love
R.K.E. Companies, Inc.

By: _____

APPROVED AS TO FORM

County Counsel

By: Glenn Foster

SIGNATURES OF OWNER MUST BE ACKNOWLEDGED BY NOTARY



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SEP 14 2010 2.7

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

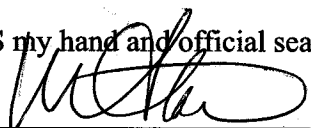
County of ORANGE

On 8/2/10 before me, M. Stoeve, Notary Public
(Here insert name and title of the officer)

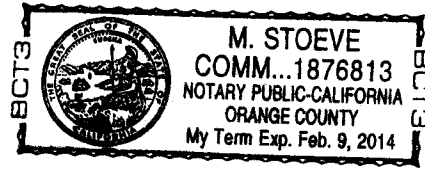
personally appeared Robert W. Love

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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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09/28/2010 08:00A
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EXHIBIT
"A"

DOC # 2009-0137524
03/20/2009 08:00A Fee:35.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

SPT-SWRC, LLC
8951 RESEARCH DRIVE
IRVINE, CA 92618



MAIL TAX STATEMENTS TO:

ABOVE

3224331-18

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
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Documentary Transfer Tax not Public Record

GRANT DEED

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TRA 071-050

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006

FOR VALUE RECEIVED, SPT-SWRC, LLC, a Delaware limited liability company, hereby grants to WINCHESTER MEADOWS, LLC, a California limited liability company, all of its right, title and interest in and to that certain real property situated in the County of Riverside, State of California, described on Exhibit A attached hereto and by this reference incorporated herein.

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements, covenants, conditions and restrictions of record.

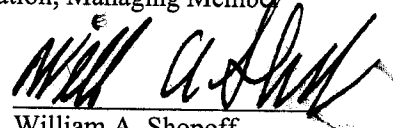
IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of March 20, 2009.

SPT-SWRC, LLC, a Delaware limited liability company

By: Shopoff Partners, L.P., a Delaware limited partnership
Managing Member

By: Shopoff General Partner, LLC, a Delaware limited liability company, General Partner

By: Shopoff Properties Trust, Inc., a Maryland corporation, Managing Member

By: 
William A. Shopoff,
President and CEO



State of California)

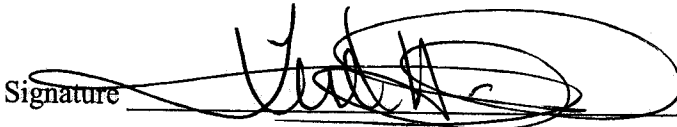
County of Orange)

On March 19, 2009 before me, Terri Hovdestad, a Notary Public in and for said County and State, personally appeared WILLIAM A. SHOPOFF, 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



(Seal)



Terri Hovdestad
Jan 28, 2010



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

LOTS 1 THROUGH 59, INCLUSIVE AND LOTS 61 AND 62 OF AMENDED TRACT NO. 30266-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431 PAGES 19 THROUGH 26, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 461-270-001 THROUGH 461-270-025; 461-271-001 THROUGH 009; 461-272-001 THROUGH 008; 461-273-001 THROUGH 018, 461-160-045

PARCEL B:

PARCEL 1 OF AMENDED PARCEL MAP NO. 13711, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114 PAGE 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, PARCEL 4110-6 AS SHOWN ON RECORD OF SURVEY RECORDED JULY 23, 1983 IN BOOK 70, PAGES 26 THROUGH 33 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, ANY PORTION LYING WITHIN AMENDED TRACT NO. 30266-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431 PAGES 19 THROUGH 26, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 461-160-029

PARCEL C:

LOTS 11 AND 12 OF TRACT NO. 30266-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431 PAGES 82 THROUGH 88, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 461-160-034 AND 461-160-036 AND 461-160-041



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**FEEES AND SECURITIES WORKSHEET
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT**

DATE 10-Nov-05
 PARCEL/ TRACT MAP/MS NO. TR 30266-1
 IP NO. 040092
 BONDING 100% 120%

IMPROVEMENT		13,746,000	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIALS & LABOR SECURITY (**50% of the Estimated Construction Cost)
A. Streets/Drainage	\$1,746,000		\$1,746,000	\$873,000.00
B. Flood Control*	\$130,000		\$130,000	\$130,000.00
C. Water (EMWD)	\$ 134,000		\$ 134,000.00	\$ 67,000.00
D. Sewer (EMWD)	\$ 260,000		\$ 260,000.00	\$ 130,000.00
E. Total (A+B+C+D)	\$2,270,000		\$2,270,000	\$ 1,200,000.00
F. WARRANTY RETENTION (10% of E)	\$ 227,000.00		\$ 227,000.00	
G. MONUMENT SECURITY BOND			\$48,000.00	

FEE CALCULATION for Transportation Department inspection fee
 100% (Not Including Additional 20% cost)

H. STREET/DRAINAGE	\$1,746,000
I. WATER	\$ 134,000.00
J. SEWER	\$ 260,000.00
K. TOTAL	\$ 2,140,000.00

L. TRANS DEPT INSPECTION FEE DUE (K+O) X 3%	\$ 64,200.00
M. SURCHARGE FEE, TRANS DEPT INSPECTION (2.0% XL)	\$ 1,284.00
N. TOTAL- TRANS DEPART INSPECTION FEE + SURCHARGE (L+M)	\$ 65,484.00
O. TRAFFIC CONTROL ITEMS (CONTRACTOR)	
P. SIGNING/STRIPING INSTALLATION DEPOSIT BY: <input type="checkbox"/> PC <input type="checkbox"/> TRAF	
Q. TOTAL FEES DUE PRIOR TO RECORDATION (N+P)	\$ 65,484.00

CONTACT PERSON Evan Wilks, Stantec PHONE NO (760) 891-3226
 PREPARED BY Rick St. John CHECK BY _____ DATE _____

EXHIBIT B



NOTE: This preliminary estimate is for Fee calculations only

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

RECEIVED

MAY 02 2007

TRANSPORTATION DEPT
PLAN CHECK

PARCEL MAP OR TRACT
NO. TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

PP, CU, PU, MS OR VL NO.: _____

BY: Stantec

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY **(50% of Estimated Construction Costs)
Streets/Drainage	\$ 2,020,000	\$ 1,010,000
Flood Control*	\$ 178,400	\$ 89,200
Water	\$ 313,000	\$ 156,500
Sewer	\$ 254,000	\$ 127,000
Total	\$ 2,765,400	\$ 1,382,700
Warranty Retention (10%)	\$ 276,540	

DESIGN ENGINEERS CALCULATIONS 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

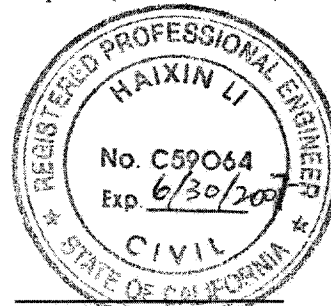
/ do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 30.3E)

Haixin Li

Signature

3/27/2007

Date



Civil Engineer's Stamp

Haixin Li

Name typed or printed

* 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. Materials and Labor Bond Amounts are 50% of Performance Bond Amounts.
**100% for Flood Control items.
- For construction items not covered by "Riverside County Improvement Worksheet", Design Engineer is to provide his opinion if construction cost and use of 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

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EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

STREET / STORM DRAIN IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(582,974 sf)	\$ 9.50	\$ -
		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. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
	C.Y. (c - f)	(b.) (c.) Import and Fill	\$ 1.20	\$ -
		If balance, provide (a.) only, either cut or fill If export, (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.)		
231	L.F.	Sawcut Exist. AC Pavement	\$ 1.00	\$ 231
	S.F.	Cold Plane AC Paverment	\$ 0.50	\$ -
	S.Y.	Grinding AC, in Place	\$ 0.60	\$ -
231	S.F.	Remove A.C. Pavement	\$ 0.60	\$ 139
	L.F.	Remove Curb and Gutter	\$ 6.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk	\$ 3.00	\$ -
	EA.	Relocate Mailbox	\$ 25.00	\$ -
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ -
	L.F.	Remove Barricade	\$ 10.00	\$ -
1,979	TON	Asphalt Concrete - 144 lbs/cu. Ft. (109,940 sf On-Site) (3" thick)	\$ 38.00	\$ 75,202
2,362	C.Y.	Aggregate Base Class II (109,940 sf) (7" thick)	\$ 24.00	\$ 56,688
2,074	TON	Asphalt Concrete - 144 lbs/cu. Ft. (95,991 sf On-Site) (3.6" thick)	\$ 38.00	\$ 78,812
2,667	C.Y.	Aggregate Base Class II (95,991 sf) (9" thick)	\$ 24.00	\$ 64,008
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (0 sf On-Site) (4.3" thick)	\$ 38.00	\$ -
	C.Y.	Aggregate Base Class II (0 sf) (10" thick)	\$ 24.00	\$ -
2.5	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (203,700 SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 400.00	\$ 1,000
462	S.F.	A.C. overlay (min. 0.10')	\$ 0.25	\$ 116
	S.F.	Stamped Concrete	\$ 7.00	\$ -
10,489	L.F.	Curb and Gutter (Type A-6) intract	\$ 10.00	\$ 104,890
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 10.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 5.00	\$ -
	L.F.	A.C. Dike (8") (incl. material & labor)	\$ 7.50	\$ -
4,904	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 8.00	\$ 39,232

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PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

STREET / STORM DRAIN IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
52,973	S.F.	P.C.C. Sidewalk	\$ 4.00	\$ 211,892
4,058	S.F.	P.C.C. Drive Approach - 59 total (individual lot driveway approach per finished grading plan)	\$ 6.00	\$ 24,348
23	EA.	Handicapped Access Ramp	\$ 1,000.00	\$ 23,000
	C.Y.	Structural Reinforced Concrete	400	\$ -
44	L.F.	Barricades	\$ 40.00	\$ 1,760
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ -
5,470	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ 54,700
	L.F.	Chain Link Fence (6')	\$ 15.00	\$ -
	L.F.	Relocate Fence	\$ 12.00	\$ -
	EA.	Pipe Gate	\$ 1,000.00	\$ -
	EA.	Relocate Power Pole	\$ 10,000.00	\$ -
26	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 130,000
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	EA.	Cut Off Wall (Std. 2')	\$ 1,600.00	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
42	EA.	Reverse Parkway Drain, Per APWA STD 151-1 Modified	\$ 200.00	\$ 8,400
	EA.	Flat Outlet Drainage Structure Std 303	\$ 200.00	\$ -
	EA.	Curb Outlet Drainage Structure Std 308	\$ 200.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
	CY	R.C. Box Culvert	\$ 400.00	\$ -
	CY	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	\$ -
89	C.Y.	Grouted Rip Rap (1/2 Ton) Method B, additional see RCF	\$ 67.00	\$ 5,963
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
829	L.F.	18" R.C.P.	\$ 60.00	\$ 49,740
512	L.F.	24" R.C.P.	\$ 70.00	\$ 35,840
1,123	L.F.	30" R.C.P.	\$ 80.00	\$ 89,840
564	L.F.	36" R.C.P.	\$ 90.00	\$ 50,760
	L.F.	42" R.C.P. (see Flood Control Work Sheet)	\$ 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.	72" R.C.P.	\$ 170.00	\$ -
**These items are bonded per Riverside County Flood Control. See included copy.				

EXHIBIT B

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PROJECT: **TRACT 30266 - 1, IP 040092**

DATE: 3/27/2007

STREET / STORM DRAIN IMPROVEMENTS			
	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 Basin W = 4'	\$ 1,700.00 \$ -
10	EA.	Catch Basin W = 7'	\$ 3,000.00 \$ 30,000
	EA.	Catch Basin W = 10'	\$ 4,500.00 \$ -
1	EA.	Catch Basin W = 14'	\$ 6,000.00 \$ 6,000
	EA.	Catch Basin W = 21'	\$ 9,000.00 \$ -
	EA.	Catch Basin W = 28'	\$ 12,000.00 \$ -
	EA.	Type IX Inlet	\$ 2,500.00 \$ -
2	EA.	24" x 24" Brooks Gate Inlet	\$ 2,500.00 \$ 5,000
	EA.	Junction Structure No. 1	\$ 3,000.00 \$ -
8	EA.	Junction Structure No. 2, Additional see RCFC	\$ 3,000.00 \$ 24,000
	EA.	Junction Structure No. 6	\$ 3,700.00 \$ -
	EA.	Transition Structure No. 1	\$ 12,500.00 \$ -
	EA.	Transition Structure No. 2	\$ 12,500.00 \$ -
1	EA.	Transition Structure No. 3	\$ 2,700.00 \$ 2,700
7	EA.	Manhole No. 1	\$ 2,700.00 \$ 18,900
3	EA.	Manhole No. 2, additional see RCFC work sheet	\$ 3,300.00 \$ 9,900
2	EA.	Manhole No. 4	\$ 2,700.00 \$ 5,400
	EA.	Modified Manhole No. 2	\$ 3,300.00 \$ -
1	EA.	30" CMP Riser for Desilting Basin	\$ 500.00 \$ 500
10	EA.	Adjust Storm Drain MH to grade	\$ 400.00 \$ 4,000
11	LF	Fossil Filters	\$ 100.00 \$ 1,100
3	EA.	Headwalls - L, Wing, Straight, additional see RCFC	\$ 5,000.00 \$ 15,000
**These items are bonded per Riverside County Flood Control. See included copy.			



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EXHIBIT B

PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

SIGNING, STRIPING AND SIGNALS				
	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ -
	EA	Remove Sign, Salvage	\$ 50.00	\$ -
	EA	Relocate Roadside Sign	\$ 100.00	\$ -
10	EA	Street Name Sign	\$ 275.00	\$ 2,750
	EA	Install Sign (Strap and Saddle Bracket Method)	\$ 100.00	\$ -
	EA	Install Sign Mast Arm Hanger Method	\$ 100.00	\$ -
5	EA	Road Sign - One Post	\$ 200.00	\$ 1,000
	EA	Road Sign - Two Posts	\$ 400.00	\$ -
	EA	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ -
	EA	Delineator (Class 1, Type F)	\$ 30.00	\$ -
	EA	Delineator (Class 2)	\$ 45.00	\$ -
	EA	Pavement Marker, Reflective	\$ 2.75	\$ -
	LF	Paint Traffic Stripe (2 Coats)	\$ 0.30	\$ -
	LF	4" Thermoplastic Traffic Stripe	\$ 0.30	\$ -
	LF	8" Thermoplastic Traffic Stripe	\$ 0.60	\$ -
	SF	Thermoplastic Channelizing Limit Line & Pvmt Marking	\$ 2.25	\$ -
	SF	Thermoplastic Cross Walk & Pavement Marking	\$ 3.00	\$ -
	EA	Signal and Lighting	\$ 100,000.00	\$ -
	SF	Maintenacnce Walk Std 113	\$ 4.00	\$ -
	SF	Colored Stamped Concrete	\$ 10.00	\$ -
202	EA	Street Trees (24 Gallons)	\$ 125.00	\$ 25,250
121,612	SF	Landscape and Irrigation	\$ 3.50	\$ 425,642
	CY	Landscape Fill Material	\$ 27.00	\$ -
	EA	Water Meter	\$ 7,000.00	\$ -
	EA	Electric Meter	\$ 10,000.00	\$ -
		Inspection	3%	\$ -
		Survey and Staking	3%	\$ -
		Design	15%	\$ -

EXHIBIT B



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NOTE: This preliminary estimate is for Fee calculations only

PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

A.	Subtotal	\$	<u>1,683,702</u>
B.	Administrative Contingency (20% x A)	\$	<u>336,740</u>
	NOTE: Use 20% for TR and PM		
	Use 5% for PP, CU, MS and VL Cases		
C.	Streets/Drainage Total (A + B)	\$	<u>2,020,443</u>

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

D.	20% x C		<u> </u>
	Streets/Drainage Total (C + D)	\$	<u>2,020,443</u>

EXHIBIT B



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NOTE: This preliminary estimate is for Fee calculations only

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

WATER IMPROVEMENTS - EMWD

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ -
	L.F.	6" Waterline	\$ 16.00	\$ -
2,588	L.F.	8" Waterline	\$ 21.00	\$ 54,348
	L.F.	10" Waterline	\$ 27.00	\$ -
	L.F.	12" Waterline	\$ 31.00	\$ -
	EA.	4" Gate Valve	\$ 650.00	\$ -
	EA.	6" Gate Valve	\$ 800.00	\$ -
5	EA.	8" Gate Valve	\$ 850.00	\$ 4,250
	EA.	10" Gate Valve	\$ 1,050.00	\$ -
	EA.	12" Gate Valve	\$ 1,250.00	\$ -
1	EA.	Fire Hydrants (6") Super	\$ 2,500.00	\$ 2,500
8	EA.	Fire Hydrants (6") Standard	\$ 2,300.00	\$ 18,400
	EA.	4" Misc. Fittings	\$ 150.00	\$ -
	EA.	6" Misc. Fittings	\$ 200.00	\$ -
6	EA.	8" Misc. Fittings - Adaptors	\$ 250.00	\$ 1,500
	EA.	10" Misc. Fittings - Adaptors	\$ 280.00	\$ -
	EA.	12" Misc. Fittings	\$ 320.00	\$ -
	EA.	Blowoffs (4")	\$ 1,600.00	\$ -
45	EA.	Service Connections	\$ 475.00	\$ 21,375
1	EA.	1 1/2" Water service with 1 1/2" service connection	\$ 150,000.00	\$ 150,000
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ -
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ -
3	EA.	Air and Vacuum Valve	\$ 1,850.00	\$ 5,550
11	EA.	Thrust Block (at fire hydrant and air valve)	\$ 250.00	\$ 2,750
	EA.	8" Temporary End Cap	\$ 350.00	\$ -

A. Subtotal \$ 260,673

B. Administrative Contingency (20% x A) \$ 52,135

NOTE: Use 20% for TR and PM
Use 5% for PP, CU, MS and VL Cases

C. Water Total (A + B) \$ 312,808

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

D. 20% x C _____

Water Total (C + D) \$ 312,808

EXHIBIT B

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NOTE: This preliminary estimate is for Fee calculations only

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 30266 - 1, IP 040092

DATE: 3/27/2007

SEWER IMPROVEMENTS - EMWD

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1,800	L.F.	4" V.C.P. (Laterals)	\$ 15.00	\$ 27,000
41	L.F.	6" V.C.P. (Lateral)	\$ 25.00	\$ 1,025
4,100	L.F.	8" P.V.C.	\$ 30.00	\$ 123,000
82	L.F.	10" P.V.C.	\$ 35.00	\$ 2,870
	L.F.	12" V.C.P.	\$ 40.00	\$ -
22	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 55,000
	EA.	Drop Manholes	\$ 4,000.00	\$ -
1	EA.	Cleanouts	\$ 500.00	\$ 500
59	EA.	Sewer Y's	\$ 30.00	\$ 1,770
	EA.	Chimneys	\$ 400.00	\$ -
	EA.	Adjust M.H. to grade	\$ 500.00	\$ -
	L.F.	Concrete Encasement	\$ 35.00	\$ -
1	EA.	10" Temporary Sewer Plug	\$ 100.00	\$ 100
	EA.	Sewer Backwater Valve	\$ 250.00	\$ -

A. Subtotal \$ 211,265

B. Administrative Contingency (20% x A) \$ 42,253

NOTE: Use 20% for TR and PM
Use 5% for PP, CU, MS and VL Cases

C. Sewer Total (A + B) \$ 253,518

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

D. 20% x C _____

Sewer Total (C + D) \$ 253,518

EXHIBIT B



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NOTE: This preliminary estimate is for Fee calculations only

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLAN CHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT NO. TRACT 30266 - 1, IP 040092 SCH _____ DATE 3/27/2007

PP, CU, PU, MS OR VL NO. _____ BY: Stantec

IMPROVEMENT COSTS (Including contingencies)

I.	Streets/Drainage (Line C from Page 4)	\$ <u>2,020,443</u>
II.	Water (Line C from Page 6)	\$ <u>312,808</u>
III.	Sewer (Line C from Page 7)	\$ <u>253,518</u>

PLAN CHECK FEE CALCULATION

A.	Streets/Drainage (2% x I.) NOTE: Use 2% for TR Use 6% for PM Use 6.5% for PP, CU, MS and VL	\$ <u>40,409</u>
B.	Water and Sewer (1% x II. And III.) NOTE: Use 1% for all	\$ <u>5,663</u>
C.	Total Plan Check Fee (A + B)	\$ <u>46,072</u>

SURCHARGE FEE CALCULATION

D.	Surcharge Fee (1.5% x C)	\$ <u>691</u>
E.	Total Plan Check Fee Surcharge Fee	\$ <u>46,763</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/CU/PU/MS/VL - minimum \$500

EXHIBIT B



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ENGINEER Stantec, San Diego North
 Address 277 Rancheros Drive #300
San Marcos, CA 92069
 Phone 760-891-3200
 Contact Person Haixin Li

**RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT**
 Revised September 2005
 Plan Check Deposit Based Fee Worksheet
 (effective November 16, 1998)

Tr. 30266-1
3/27/2007
 DATE

Lots or Units:

ITEM	NOTES	UNIT	Transportation Quantity (For Reference Only)	QUANTITY	UNIT COST	TOTAL
Unreinforced Conc. Trap. Inv. -4**	b>8 b<=8	CY CY			\$ 175.00 \$ 220.00	\$ - \$ -
Rect. Channel Conc. (Reinforced)	d<10, b>20 d<=10, b<=20	CY CY			\$ 260.00 \$ 320.00	\$ - \$ -
R.C.B. Concrete	L>150 L<150	CY CY			\$ 430.00 \$ 600.00	\$ - \$ -
Junction Structure No. 1		EA	8	3	\$ 3,270.00	\$ -
Junction Structure No. 2		EA			\$ 4,360.00	\$ 13,080.00
Junction Structure No. 4		EA			\$ 5,450.00	\$ -
Transition Structure No. 1		EA	1		\$ 13,625.00	\$ -
Transition Structure No. 3		EA	1		\$ 4,360.00	\$ -
Head-walls		EA	3	1	\$ 5,000.00	\$ 5,000.00
Slab Bridges (See Instructions)	Rebar Concrete	LB CY			\$ 1.00 \$ 409.00	\$ - \$ -
Channel Excavation (Trap. Channel)	b>8 b<=8	CY CY			\$ 4.80 \$ 6.70	\$ - \$ -
Structural Excavation (RCB & Rect. Channel)	b>12 b<=12	CY CY			\$ 6.20 \$ 8.40	\$ - \$ -
Compacted Fill	Exc.>Fill Exc.<Fill	CY CY			\$ 3.20 \$ 7.10	\$ - \$ -
A.C. Paving & Base		SF			\$ 2.20	\$ -
Rock Slope Protection (Riprap)**	1.9 tons/CY	CY	39	35	\$ 60.00	\$ 2,100.00
Concreted Rock Slope Protection (Grouting)***	1.9 tons/CY	CY			\$ 94.00	\$ -
Subdrain	6<=b<=16 b>16	LF LF			\$ 12.00 \$ 24.00	\$ - \$ -
Cutoff Wall (Std. 2')		EA			\$ 8.00	\$ -
Catch Basins		LF	84		\$ 495.00	\$ -
Inlet Type IX & X		EA			\$ 1,800.00	\$ -
Manhole No. 1		EA	7		\$ 4,350.00	\$ -
Manhole No. 2		EA	3	2	\$ 5,500.00	\$ 11,000.00
Manhole No. 3		EA			\$ 4,350.00	\$ -
Manhole No. 4		EA	2		\$ 5,500.00	\$ -
Fencing (6' typ.)		LF			\$ 12.00	\$ -
Storm Drain Cost Sheet Total						\$ 117,480.00

*If b>10 or v>15, Inv., =6"

**Use .75 of this for large installations

***Use 25% of riprap quantity to determine grouting concrete quantity.

Please bill: Engineer _____ Applicant _____

Address:

SUBTOTAL (A)	\$ 148,660.00
20% CONT.	\$ 29,732.00
SUBTOTAL (B)	\$ 178,392.00
3% OF B (C)	\$ 5,351.76
No. of Lots/Units x \$50 (D)	\$ -
TOTAL (C)+(D)	\$ 5,351.76
(C)+(D) Total	\$ 5,352
(\$2,000 min., \$15,000 max.)	
(Special Study \$750 min. or \$3,000 max.)	

EXHIBIT B



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Sep-05
RCFC
Storm Drain Cost Sheet
(effective November 16, 1998)

Inside Dia.		RCP \$/LF		Transportation Quantity (For Reference Only)	Quantity	Total
Inches	Type	W/O AC	W/ AC		LF	
18	RCP	\$ 84.00	\$ 95.00	829		\$ -
21	RCP	\$ 91.00	\$ 102.00			\$ -
24	RCP	\$ 98.00	\$ 109.00	512		\$ -
27	RCP	\$ 106.00	\$ 118.00			\$ -
30	RCP	\$ 114.00	\$ 126.00	1,123		\$ -
33	RCP	\$ 122.00	\$ 135.00			\$ -
36	RCP	\$ 131.00	\$ 145.00	564		\$ -
39	RCP	\$ 141.00	\$ 155.00			\$ -
42	RCP	\$ 151.00	\$ 165.00		712	\$ 117,480.00
45	RCP	\$ 162.00	\$ 177.00			\$ -
48	RCP	\$ 174.00	\$ 189.00			\$ -
51	RCP	\$ 184.00	\$ 200.00			\$ -
54	RCP	\$ 196.00	\$ 212.00			\$ -
57	RCP	\$ 209.00	\$ 225.00			\$ -
60	RCP	\$ 223.00	\$ 239.00			\$ -
63	RCP	\$ 234.00	\$ 256.00			\$ -
66	RCP	\$ 250.00	\$ 271.00			\$ -
69	RCP	\$ 264.00	\$ 286.00			\$ -
72	RCP	\$ 277.00	\$ 300.00			\$ -
75	RCP	\$ 293.00	\$ 315.00			\$ -
78	RCP	\$ 309.00	\$ 332.00			\$ -
81	RCP	\$ 325.00	\$ 348.00			\$ -
84	RCP	\$ 342.00	\$ 366.00			\$ -
90	RCP	\$ 379.00	\$ 404.00			\$ -
96	RCP	\$ 419.00	\$ 444.00			\$ -
102	RCP	\$ 461.00	\$ 487.00			\$ -
108	RCP	\$ 499.00	\$ 526.00			\$ -
114	RCP	\$ 542.00	\$ 570.00			\$ -
STORM DRAIN COST SHEET TOTAL						\$ 117,480.00

In Place Cost Assumes:
 \$8.40/CY Pipe Exc.
 \$10.00/CY Pipe Backfill
 \$41.10/CY aggregate Base
 \$54.30/TON Asphalt Concrete
 5' Cover
 Trench Width = Pipe Diameter + 2'

EXHIBIT B

Pipe Cost Includes Transportation Costs



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

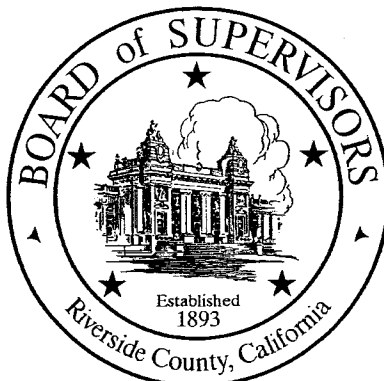
Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrclrec.com>

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:

09-14-10

Signature:

Karen Barton

Print Name:

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





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

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
www.riversideacr.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):

page 0, exhibit B, number on page - 1,876,000
page 1, exhibit B, stamp - RECEIVED
MAY 02 2007
TRANSPORTATION DEPT.
PLAN CHECK
clarification for seal - registered professional Engineer
State of California
HAIXIN LI
No. C59064
Exp. 6/30/2007
CIVIL
Civil Engineers Stamp
page 10, exhibit B, numbers in dark
box: Transportation Quantity (for reference only)
8, 1, 3, 89, 84, 7, 3, 2
page 11, exhibit B, numbers in dark box: 829, 512, 1, 123, 564

Date: 9-28-10

Signature: Karen Barton

Print Name: Karen Barton, Board Assistant

