

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



110B

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**

December 29, 2010

**SUBJECT:** Tract 22626  
A Schedule "A" Subdivision in the Lake Elsinore 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 July 28, 2010, the County entered into agreements with Concordia CKS Investments, 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 American Contractors Indemnity as follows:

- \$908,500 - Bond #195934 for the completion of street improvements
- \$125,000 - Bond #195934 for the completion of the water system
- \$229,000 - Bond #195934 for the completion of the sewer system
- \$33,000 - Bond #195935 for the completion of the monumentation

No work has yet taken place, and Concordia CKS Investments, LLC requests an extension of time for the completion of Tract 22626. 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.

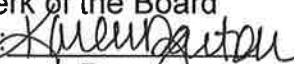
Juan C. Perez  
Director of Transportation

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 Stone 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:** January 11, 2011  
**xc:** Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.**

**District:** 1

**Agenda Number:**

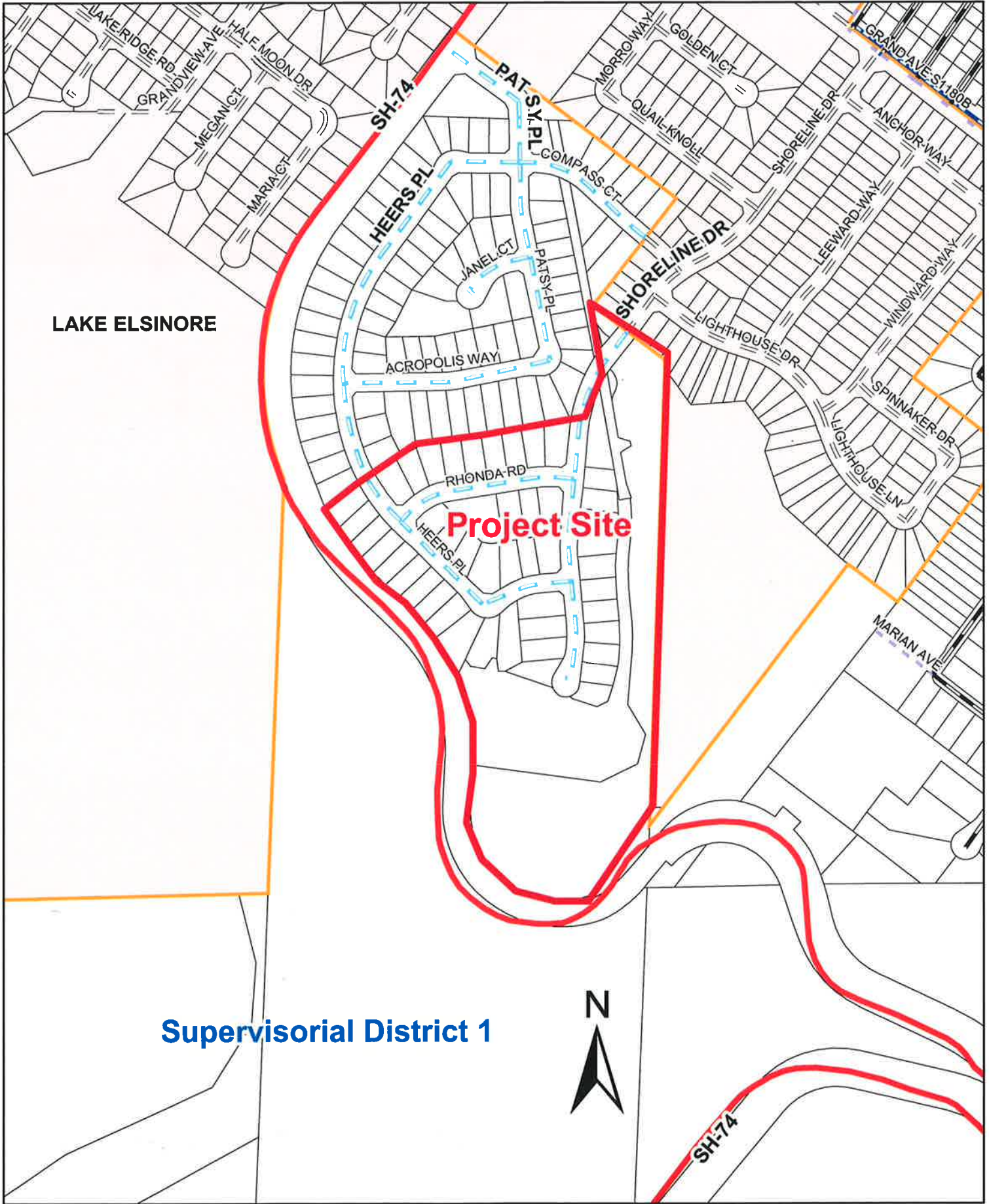
**2.19**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

REVIEWED BY EXECUTIVE OFFICE  
 DATE   
 Jennifer L. Sargent  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY:   
 ELENA M. BOEVA  
 DATE 11/30/10

0 210 420 840 Feet  
1 inch = 417 feet

# Tract 22626 Vicinity Map



LAKE ELSINORE

**Project Site**

**Supervisorial District 1**



SH-74

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

AND WHEN RECORDED MAIL TO:

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

***FOR THE BENEFIT OF THE COUNTY***

**DOC # 2011-0022979**  
01/18/2011

**Customer Copy Label**

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

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

**LIEN AGREEMENT**

**As Subdivision Improvement Security for Tract 22626**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR  
RECORDING INFORMATION

**COPY**

JAN 11 2011 2.19

RECORDED AS A BENEFIT  
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

### LIEN AGREEMENT

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

### RECITALS

- A. Owner has recorded a Final Map for **Tract 22626** referred to herein as "Map," pursuant to the Ordinance No. 460 (the "Subdivision Ordinance").
- B. Owner has previously entered into secured agreements with County dated July 28, 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: Bob Buster  
Chairman, Board of Supervisors

**BOB BUSTER**

ATTEST:

KECIA HARPER IHEM,  
Clerk of the Board

By: Kecia Harper Ihem  
Deputy

Concordia CKS Investments ("OWNER")  
LLC

By: American Pacific Homes Inc., Manager

By: K R Brooks  
Kevin R. Brooks, President

APPROVED AS TO FORM

County Counsel

By: [Signature]

SIGNATURES OF OWNER MUST BE ACKNOWLEDGED BY NOTARY

JAN 11 2011 2:19

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN BERNARDINO

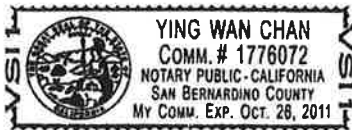
} SS.

On 11-18-2010, before me, YING WAN CHAN, NOTARY PUBLIC,  
DATE

personally appeared KEVIN R. BROOKS, 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.

*[Handwritten Signature]*

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

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

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER



Recording Requested By  
First American Title Company

DOC # 1999-473460

10/28/1999 08:00A Fee:29.00

Page 1 of 2

Recorded in Official Records

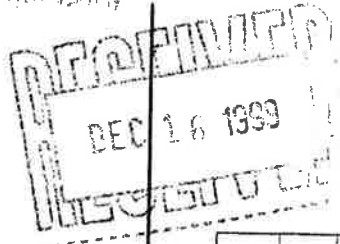
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY  
First American Title Insurance Co.

AND WHEN RECORDED MAIL TO:  
Concordia CKS Investments, LLC  
1131 West Sixth Street  
Ontario, CA 91762



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

A.P.No.: Ptn 386-120-028-6; 029-7 TRA #: 065-100

Order No:

Escrow No: 70086-LK

### GRANT DEED

29



THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$ None-no consideration  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
 unincorporated area;  City of \_\_, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
Western International Development, LLC, a California limited liability company

hereby GRANT(S) to Concordia CKS Investments, LLC, a California limited liability company  
the following described property in the unincorporated area of the County of Riverside State of California;

19-6-1999

As more fully described in Exhibit "A" attached hereto and made a part hereof, comprising of one page.

Western International Development, LLC,  
a California limited liability company

By: [Signature]  
Kang Shen Chen, Manager

Document Date: September 13, 1999

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO )

On September 14, 1999 before me, E. Griffin  
personally appeared Kang Shen Chen

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

WITNESS my hand and official seal.

Signature [Signature]

This area for official notarial seal. area for official notarial seal.

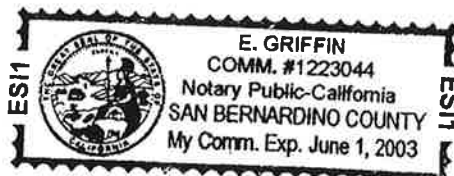


EXHIBIT A

Mail Tax Statements to: SAME AS ABOVE

Exhibit "A"

THE WEST ONE-HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;  
THENCE SOUTH, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 601.7 FEET;  
THENCE NORTH 36 DEGREES 27' EAST 748.1 FEET, TO THE NORTH LINE OF SAID SECTION;  
THENCE WEST, ON THE NORTH LINE OF SAID SECTION, 425.5 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 10 IN BLOCK "C", AS SHOWN BY MAP SHOWING SUBDIVISIONS IN ELSINORE ON FILE IN BOOK 8, PAGE 377 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;  
THENCE NORTHWESTERLY, ON THE SOUTHWESTERLY LINE OF SAID LOT, 123 FEET, TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14;  
THENCE SOUTH 36 DEGREES 47' WEST 437.9 FEET;  
THENCE SOUTH 53 DEGREES 33' EAST 305.96 FEET, TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14;  
THENCE NORTH, ON SAID EAST LINE, 534.2 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WESTERLY AND SOUTHERLY OF THE NORTHERLY LINE OF THE ORTEGA HIGHWAY AS CONVEYED TO RIVERSIDE COUNTY BY DEED RECORDED ON MAY 8, 1934 IN BOOK 172, PAGE 45 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED FEBRUARY 3, 1995 AS INSTRUMENT NO. 36027 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 28, 1995 AS INSTRUMENT NO. 94067 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
PROJECT TR22626**

DATE November 9, 1998

**STREET IMPROVEMENTS**

PARCEL MAP OR TRACT NO.: "TR22626"

DATE: November 9, 1998

PP, CU, PU, MS, OR VL NO.: \_\_\_\_\_

BY: G. AKERS

IMPROVEMENTS	FAITHFUL PERFORMANCE MATERIAL & LABOR	
	SECURITY	SECURITY
	(100% of Estimated Construction Costs)	** (50% of Estimated Construction Costs)
Streets/Drainage	\$ 760,302.00	
Flood Control*	\$ - =	\$ 760,500.00
Water		\$ 104,000.00
Sewer		\$ 190,500.00
Total		\$ 1,055,000.00
Warranty Retention (10%)		\$ 105,500.00

**DESIGN ENGINEERS CALCULATION OF IMPROVEMENT BONDING COSTS**

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

Above amounts do  do not  include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

*Charissa Leach*  
Signature

11-25-98  
Date

Charissa Leach  
Name typed or printed



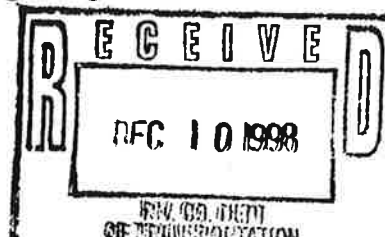
Civil Engineer's Stamp

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

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

- Quantities to be taken from improvements plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet".
- Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\* 100% for Flood Control items.
- For construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

**EXHIBIT B**



Unit Costs 7/93  
Format 1/21/98

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
PROJECT TR22626**

**DATE** November 9, 1998

<b>STREET IMPROVEMENTS</b>				
----------------------------	--	--	--	--

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
Roadway Excavation				
2,454	C.Y.	1. projects with grading plan	\$ 5.50	\$ 13,497.00
area x 0.50' (hinge point to hinge point)				
2. Projects without a grading plan				
road area and side slopes to daylight				
Cut © =                      Fill (f) =				
	C.Y.	(c or f) a. Excavate and Fill	\$ 0.40	\$ -
	C.Y.	(c-f) b. Excavate and Export	\$ 1.10	\$ -
	C.Y.	(f-c) c. Import and Fill	\$ 1.20	\$ -
If balance, provide (a) only, either cut or fill				
If export, provide (a)&(b) a= fill, b= cut - fill				
If import, provide (a)&(c) a= cut, c= fill - cut				
(Unit costs for (a), (b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)				
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
	L.F.	Remove Curb and Gutter	\$ 4.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk	\$ 3.00	\$ -

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT TR22626

DATE November 9, 1998

<b>STREET IMPROVEMENTS (Cont'd)</b>
-------------------------------------

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	Ea.	Remove Barricade	\$ 200.00	\$ -
2,457	Ton	Asphalt Concrete ( S.F.) (144 lbs/cu.ft.)	\$ 35.00	\$ 85,995.00
2,295	C.Y.	Aggregate Base Class II ( S.F.)	\$ 23.00	\$ 52,785.00
3.0	Ton	Asph. Emulsion (Paint Binder/Fog Seal) (1 ton = 240 gallons) ( S.F.) apply at 0.05 + 0.03 = 0.08 gal/S.Y.	\$ 400.00	\$ 1,200.00
	S.F.	AC overlay (min. 0.10') ( S.F.)	\$ 0.40	\$ -
5,725	L.F.	Curb and Gutter (Type A-6)	\$ 8.00	\$ 45,800.00
	L.F.	Curb and Gutter (Type A-8)	\$ 10.00	\$ -
	L.F.	Type "C" Curb	\$ 8.00	\$ -
	L.F.	Type "D" Curb	\$ 8.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 5.00	\$ -
	L.F.	A.C. Dike (8") (incl. material & labor)	\$ 7.50	\$ -
1,885	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 4.00	\$ 7,540.00
31,500	S.F.	P.C.C. Sidewalk	\$ 2.50	\$ 78,750.00
8,868	S.F.	P.C.C. Drive Approach	\$ 4.00	\$ 35,472.00
6	Ea.	Handicapped Access Ramp	\$ 425.00	\$ 2,550.00

EXHIBIT B

Unit Costs 7/93  
Format 1/21/98



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
PROJECT TR22626**

DATE November 9, 1998

## STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
4	Ea.	Street Name Sign	\$ 250.00	\$ 1,000.00
	Ea.	Delineators - PER CalTrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	Ea.	Object Markers - Modified Type F delineators, Riverside County	\$ 40.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
5,700	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of streets)	\$ 10.00	\$ 57,000.00
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Relocate Fence	\$ 4.00	\$ -
	Ea.	Relocate Power Pole	\$ 1,200.00	\$ -
15	Ea.	Street Lights (including conduit)	\$ 3,000.00	\$ 45,000.00
63	Ea.	Street Trees (15 gallon)	\$ 100.00	\$ 6,300.00
	L.S.	Landscaping and Irrigation		\$ -
	Ea.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	Ea.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std 2')	\$ 5.50	\$ -
	Ea.	A.C. Overside Drain	\$ 350.00	\$ -
	Ea.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 5.00	\$ -
	S.F.	Interceptor Drains	\$ 5.00	\$ -

**EXHIBIT B**Unit Costs 7/93  
Format 1/21/98

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

**PROJECT** TR22626

**DATE** November 9, 1998

<b>STREET IMPROVEMENTS (Cont'd)</b>
-------------------------------------

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
33	L.F.	18" R.C.P.	\$ 60.00	\$ 1,980.00
67	L.F.	24" R.C.P.	\$ 65.00	\$ 4,355.00
	L.F.	30" R.C.P.	\$ 70.00	\$ -
	L.F.	36" R.C.P.	\$ 80.00	\$ -
	L.F.	18" C.S.P.	\$ 35.00	\$ -
	L.F.	24" C.S.P.	\$ 45.00	\$ -
	L.F.	30" C.S.P.	\$ 55.00	\$ -
	L.F.	36" C.S.P.	\$ 65.00	\$ -
	L.F.	42" C.S.P.	\$ 75.00	\$ -
	L.F.	48" C.S.P.	\$ 85.00	\$ -
	L.F.	54" C.S.P.	\$ 95.00	\$ -

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT TR22626

DATE November 9, 1998

## STREET IMPROVEMENTS (Cont'd)

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 110.00	\$ -
	Ea.	Catch Basins W = 4'	\$ 1,700.00	\$ -
	Ea.	Catch Basins W = 7'	\$ 3,000.00	\$ -
	Ea.	Catch Basins W = 14'	\$ 4,500.00	\$ -
1	Ea.	Catch Basins W = 21'	\$ 5,500.00	\$ 5,500.00
1	Ea.	Catch Basins W = 28'	\$ 7,000.00	\$ 7,000.00
	Ea.	Type IX Inlet	\$ 1,800.00	\$ -
	Ea.	Type X Inlet	\$ 1,800.00	\$ -
	Ea.	Junction Structure No. 1	\$ 3,000.00	\$ -
	Ea.	Junction Structure No. 2	\$ 2,500.00	\$ -
	Ea.	Junction Structure No. 6	\$ 3,700.00	\$ -
	Ea.	Transition Structure No. 1	\$ 2,000.00	\$ -
	Ea.	Transition Structure No. 2	\$ 2,500.00	\$ -
1	Ea.	Manhole No. 1	\$ 2,700.00	\$ 2,700.00
	Ea.	Manhole No. 2	\$ 3,300.00	\$ -
	Ea.	Manhole No. 3	\$ 2,000.00	\$ -
	Ea.	Manhole No. 4	\$ 4,000.00	\$ -
	Ea.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	Ea.	Adj. MH to Grade (if no sewer plan)	\$ 340.00	\$ -

**EXHIBIT B**Unit Costs 7/93  
Format 1/21/98

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

**PROJECT** TR22626

**DATE** November 9, 1998

<b>STREET IMPROVEMENTS (Cont'd)</b>	
-------------------------------------	--

1	EA.	Remove Barricade	\$ 200.00	\$ 200.00
255	CY	Bridge Concrete	\$ 700.00	\$ 178,500.00
67	LF	Chain Link Railing	\$ 7.00	\$ 469.00

A. Subtotal \$ 631,035.00 633,593.00

B. Administrative Contingency (\_\_\_\_% x A) \$ 126,207.00 126,718.60

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

C. Streets/Drainage Total (A + B) \$ 757,242.00 760,311.60

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

D. 20% X C \$ 151,448.40 152,062.32

Streets/Drainage Total (C + D) \$ 908,690.40 912,373.92

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT TR22626

DATE November 9, 1998

<b>WATER IMPROVEMENTS</b>
---------------------------

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Waterline	\$ 8.00	\$ -
	L.F.	6" Waterline	\$ 10.00	\$ -
2,897	L.F.	8" Waterline (PVC & DI)	\$ 15.00	\$ 43,455.00
	L.F.	10" Waterline	\$ 20.00	\$ -
	L.F.	12" Waterline	\$ 28.00	\$ -
	Ea.	4" Gatevalve	\$ 600.00	\$ -
	Ea.	6" Gatevalve	\$ 750.00	\$ -
10	Ea.	8" Gatevalve	\$ 800.00	\$ 8,000.00
	Ea.	10" Gatevalve	\$ 1,000.00	\$ -
	Ea.	12" Gatevalve	\$ 1,200.00	\$ -
7	Ea.	Fire Hydrants (6") Super	\$ 2,500.00	\$ 17,500.00
	Ea.	Fire Hydrants (6") Standard	\$ 2,000.00	\$ -
	Ea.	4" Misc. Fittings	\$ 120.00	\$ -
	Ea.	6" Misc. Fittings	\$ 150.00	\$ -
5	Ea.	8" Misc. Fittings	\$ 190.00	\$ 950.00
	Ea.	10" Misc. Fittings	\$ 210.00	\$ -
	Ea.	12" Misc. Fittings	\$ 240.00	\$ -
	Ea.	Blowoffs (4")	\$ 1,500.00	\$ -
48	Ea.	Service Connections	\$ 250.00	\$ 12,000.00
	Ea.	Adjust Water Valve to Grade	\$ 150.00	\$ -

**EXHIBIT B**Unit Costs 7/93  
Format 1/21/98



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
PROJECT TR22626**

**DATE** November 9, 1998

<b>SEWER IMPROVEMENTS</b>
---------------------------

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
1,540	L.F.	4" V.C.P.	\$ 10.00	\$ 15,400.00
	L.F.	6" V.C.P.	\$ 25.00	\$ -
2,710	L.F.	8" V.C.P.	\$ 30.00	\$ 81,300.00
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
13	Ea.	Standard Manholes	\$ 2,500.00	\$ 32,500.00
	Ea.	Drop Manholes	\$ 4,000.00	\$ -
48	Ea.	Cleanouts	\$ 500.00	\$ 24,000.00
48	Ea.	Sewer Y's	\$ 25.00	\$ 1,200.00
	Ea.	Chimneys	\$ 300.00	\$ -
13	Ea.	Adjust M.H. to grade	\$ 340.00	\$ 4,420.00
	L.F.	Concrete Encasement	\$ 20.00	\$ -

A. Subtotal \$ 158,820.00 ✓

B. Administrative Contingency (\_\_\_% x A) \$ 31,764.00 ✓

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

C. Sewer Total (A + B) \$ 190,584.00 ✓

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

D. 20% X C \$ 38,116.80

Sewer Total (C + D) \$ 228,700.80

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
PLAN CHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT NO.: TR22626 SCH. A DATE: November 9, 1998  
PP, CU, PU, MS, OR VL NO.: \_\_\_\_\_ BY: G. AKERS

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C from Page 7) \$ 757,242.00  
II. Water (Line C from Page 9) \$ 104,166.00  
III. Sewer (Line C from Page 10) \$ 190,584.00

PLAN CHECK FEE CALCULATION

A. Streets/Drainage (2% x I.) \$ 15,144.84  
Note: Use 2% for TR  
Use 6% for PM  
Use 6.5% for PP, CU, PU, MS and VL  
B. Water and Sewer (1% x II. and III.) \$ 2,947.50  
Note: Use 1% for all  
C. Total Plan Check Fee (A + B) \$ 18,092.34

SURCHARGE FEE CALCULATION

D. Surcharge Fee (1.5% x C) \$ 271.39  
E. Total Plan Check Fee and Surcharge Fee \$ 18,363.73

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**

cc

RIVERSIDE COUNTY SURVEY DEPT.  
MONUMENT BOND COMPUTATION 1992-93

TR or PM 22626 Schedule A Date: 2-25-99

Driving Time hrs. to map	Net Work hrs./day	Cost per 9 hr. day	Cost Factor	Cost per Monument
-----------------------------	----------------------	-----------------------	----------------	----------------------

Schedule "A" - "H" Maps

0.5	8	\$1,276	1	\$108
1.0	7		1.133	\$122
1.5	6		1.266	\$136
2.0	5		1.399	\$150

Out of town monumentation surveys

9		\$1,418*	1.578	\$170
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Schedule "I" Maps

0.5	8	\$1,276	1	\$216
1.0	7		1.133	\$244
1.5	6		1.266	\$272
2.0	5		1.399	\$300

Out of town monumentation surveys

9		\$1,418*	1.578	\$340
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Total mons. to be set	Cost per Monument	Total Amount
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160 x 122 + 20% = \$ 23,424.

No. of mons. bonded	Cost per Monument	Bond Amount
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160 x 122 + 20% = \$ 23,424.

Monument Inspection Fees \$ 65742(31.22) + 1.58 = \$730.23

	Yes	No	Amount \$	Fees Deferred	Yes	No
Traffic Mitigation Fees	___	___	___	___	___	___
Fire Mitigation Fees	___	___	___	___	___	___
Flood Control Fees	___	___	___	___	___	___

Submitted Copy of Monument Bond Computation to Transportation Planning/Development Review Division on: Date \_\_\_\_\_

\* 9 hr. work day and meals and lodging for 3 person crew per day.



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

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

<http://riverside.asrcrkrec.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: 1-11-11

Signature: *Karen Barton*

Print Name: Karen Barton, Board Assistant, Riverside County Clerk of the Board

**\*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 Concordia CKS Investments, 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 22626**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Nine hundred eight thousand five hundred and no/100 Dollars (\$908,500.00)**.

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

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

JAN 11 2011 2.19

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

ms 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	Concordia CKS Investments, LLC By: American Pacific Homes Inc., Manager 8213 White Oak Ave Rancho Cucamonga, CA 91730

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

By Kevin R. Brooks  
Kevin R. Brooks

Title President

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Bob Buster  
CHAIRMAN, BOARD OF SUPERVISORS  
**BOB BUSTER**

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

JAN 11 2011 2.19

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN BERNARDINO

} SS.

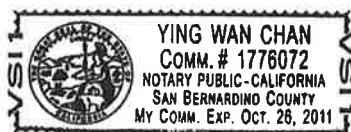
On 11-18-2010  
DATE

, before me, YING WAN CHAN, NOTARY PUBLIC

personally appeared KEVIN R. BROOKS, 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.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

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

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

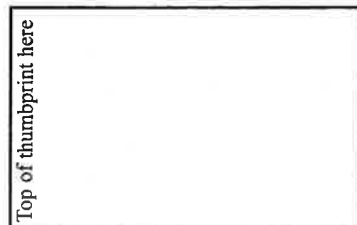
\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



**\*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 Concordia CKS Investments, 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 22626**, 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 **Elsinore Valley Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One hundred twenty-five thousand and no/100 Dollars (\$125,000.00)**.

**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.

JAN 11 2011 2.19

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	Concordia CKS Investments, LLC By: American Pacific Homes Inc., Manager 8213 White Oak Ave Rancho Cucamonga, CA 91730

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

By Kevin R. Brooks  
 Kevin R. Brooks  
 Title President

By \_\_\_\_\_  
 Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Bob Buster

CHAIRMAN, BOARD OF SUPERVISORS  
 ATTEST: **BOB BUSTER**

KECIA HARPER-IHEM,  
 Clerk of the Board

By [Signature]  
 Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO

} SS.

On 11-18-2010

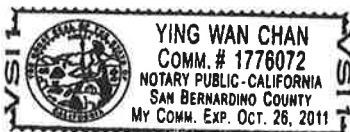
DATE

, before me, YING WAN CHAN, NOTARY PUBLIC

personally appeared KEVIN R. BROOKS, who proved to me on the

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

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



WITNESS my hand and official seal.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

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

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Concordia CKS Investments, 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 22626**, 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 **Elsinore Valley 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 twenty-nine thousand and no/100 Dollars (\$229,000.00)**.

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.

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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	Concordia CKS Investments, LLC By: American Pacific Homes Inc., Manager 8213 White Oak Ave Rancho Cucamonga, CA 91730

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

By Kevin R. Brooks  
 Kevin R. Brooks  
 Title President  
 By \_\_\_\_\_  
 Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Bob Buster  
 CHAIRMAN, BOARD OF SUPERVISORS  
 BOB BUSTER

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 TRIPPLICATE

**ALL-PURPOSE ACKNOWLEDGMENT**

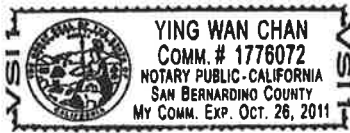
State of California }  
 County of SAN BERNARDINO } SS.

On 11-18-2010, before me, YING WAN CHAN, NOTARY PUBLIC,  
DATE

personally appeared KEVIN R. BROOKS, 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.

*[Handwritten Signature]*

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

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

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
 TITLE OR TYPE OF DOCUMENT

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 NUMBER OF PAGES

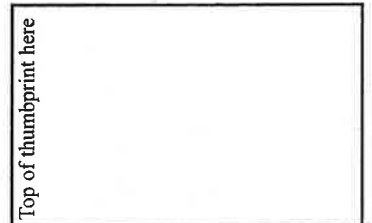
\_\_\_\_\_  
 DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
 \_\_\_\_\_

RIGHT  
 THUMBPRINT  
 OF  
 SIGNER

OTHER



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Concordia CKS Investments, 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 22626**, 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 **Thirty-three thousand and no/100 Dollars (\$33,000.00)**.

**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.

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**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  
Concordia CKS Investments, LLC  
By: American Pacific Homes Inc., Manager  
8213 White Oak Ave  
Rancho Cucamonga, CA 91730

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

By Kevin R. Brooks  
Kevin R. Brooks  
Title President

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Bob Buster

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST: **BOB BUSTER**

KECIA HARPER-IHEM,  
Clerk of the Board

By Yerrain Canova  
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

JAN 11 2011 2.19

**ALL-PURPOSE ACKNOWLEDGMENT**

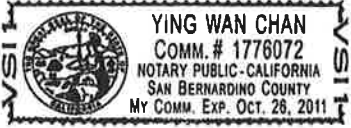
State of California }  
 County of SAN BERNARDINO } SS.

On 11-18-2010, before me, YING WAN CHAN, NOTARY PUBLIC,  
DATE

personally appeared KEVIN R. BROOKS, 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.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

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

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- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

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