

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

509B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:  
November 14, 2013

SUBJECT: Approval of Final Tract 32542 -- A Schedule "A" Subdivision in the Rancho California Area, 3<sup>rd</sup>/3<sup>rd</sup> District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the final map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements, Lien Agreement, and Final Map for Parcel Map 32542.

BACKGROUND: Tentative Tract Map 32542 was approved by the Board of Supervisors on March 1, 2005, Item 1-7. This final map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities, which have been approved by County Counsel. All necessary conditions of approval have been satisfied and departmental clearances obtained to allow for the recordation of the final map.

REVIEWED BY EXECUTIVE OFFICE

DATE 11/25/13 MM  
Tina Grand Departmental Concurrence

Juan C. Perez  
Director of Transportation and Land Management

HS:lf  
Submittals: Final Map  
Road/Drainage Improvement Agreements  
Water System Improvement Agreements  
Sewer System Improvement Agreements  
Monumentation Agreements  
Lien Agreement(s)

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 3, 2013  
xc: Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Dept'l Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3/1/05, Item 1-7 | District: 3/3 | Agenda Number:

2-9



## VICINITY MAP

TR-32542

SEC. 33 TWP. 6S RNG. 2W

Supervisory District: Jeff Stone, District 3



**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 Karwan Roshannejad and Penny K. Lew, 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 32542, 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 hundred forty-eight thousand four hundred eighty and no/100 Dollars (\$148,480.00).

**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:

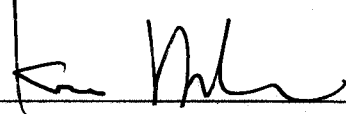
County

Contractor

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

KAMRAN ROJHANNEJAD & PENNYK LEW  
31614 SCENIC DR.  
LAGUNA BEACH, CA 92651

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

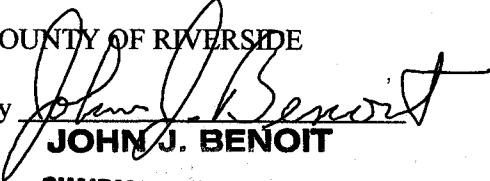
By 

Title OWNER

By 

Title OWNER

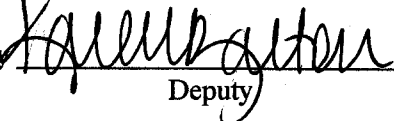
COUNTY OF RIVERSIDE

By   
**JOHN J. BENOIT**

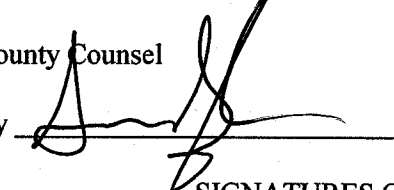
ATTEST: **CHAIRMAN, BOARD OF SUPERVISORS**

**\*\*SEE ATTACHED NOTARIAL DOCUMENT #4**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** #4

State of California

County of ORANGE

On December 27, 2012 before me, ABBA KO-KIM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KAMRAN ROSHANNESAD  
Name(s) of Signer(s)  
AND PENNY K. LEW

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.



Place Notary Seal and/or Stamp Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**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: Agreement for the Construction of Road/Drainage Improvements  
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): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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

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

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Kamran Roshannejad and Penny K. Lew, 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 32542**, 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 **Western 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 **Twenty-two thousand nine hundred fifty and no/100 Dollars (\$22,950.00)**.

**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:

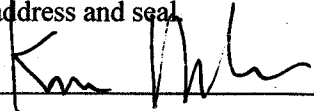
County

Contractor

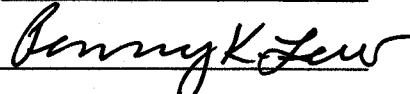
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

KAMRAN ROUSHANNEJAD & PENNY LEW  
31614 SCENIC DR  
LAGUNA BEACH, CA 92651

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

By  KA

Title Owner

By 

Title Owner

COUNTY OF RIVERSIDE


By 

**JOHN J. BENOIT**  
**CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:

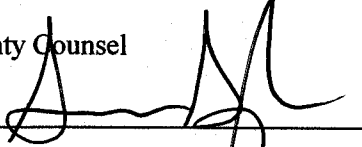
**\*\*SEE ATTACHED NOTARIAL DOCUMENT #2**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** #2

State of California

County of ORANGE

On December 24, 2012 before me, ABBA KO-KIM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KAMRAN ROSHANKHJAD  
Name(s) of Signer(s)  
ADD PENNY K. LEW

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.



Place Notary Seal and/or Stamp Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**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: Agreement For the Construction of Water Systems Impr.

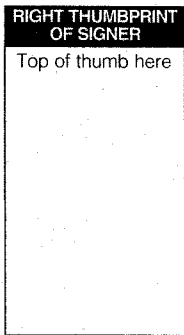
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

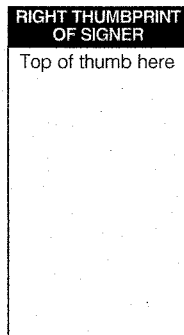
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

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



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

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



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

**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 Kamran Roshamejad and Penny K. Lew, 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 32542**, 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 **Seventeen thousand six hundred fifty and no/100 Dollars (\$17,650.00)**.

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.

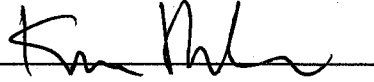
NINTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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:

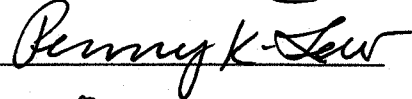
County  
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor  
KAMRAN ROJHANNEJAD & PENNY K. LEW  
31614 SCENIC DR.  
LAGUNA BEACH, CA 92651


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

By 

Title OWNER

By 

Title owner

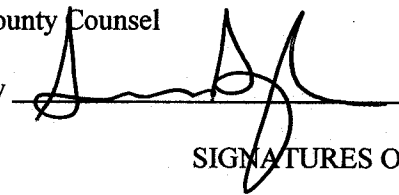
COUNTY OF RIVERSIDE  
By   
**JOHN J. BENOIT**  
CHAIRMAN, BOARD OF SUPERVISORS  
ATTEST:

**\*\*SEE ATTACHED NOTARIAL DOCUMENT #9**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT #9**

State of California

County of ORANGE

On December 27, 2012 before me, ABBA KO-KIM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KAMRAN ROSHANNEJAD  
Name(s) of Signer(s)  
AND PENNY K. LEW

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

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

WITNESS my hand and official seal  
 Signature: [Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp 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: Agreement for the Placement of Survey Monuments

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  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_

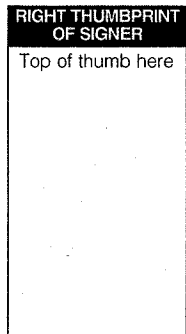
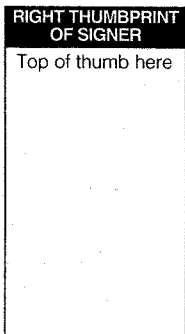
Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Guardian or Conservator  Other: \_\_\_\_\_

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

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

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



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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Kamran Roshannejad and Penny K. Lew, 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 32542**, 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 **Western 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 **Twenty-seven thousand six hundred eighty and no/100 Dollars (\$27,680.00)**.

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

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

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

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.



SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security prescribed by in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

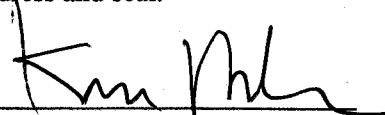
County

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

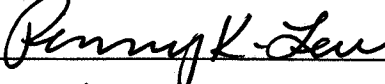
Contractor

KAMRAN ROUSHANNEJAN & PENNY K. LEW  
31614 SCENIC DR.  
LAGUNA BEACH, CA 92651

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

By 

Title OWNER

By 

Title Owner

COUNTY OF RIVERSIDE

By   
**JOHN J. BENOIT**

**CHAIRMAN, BOARD OF SUPERVISORS**  
ATTEST:

**\*\*SEE ATTACHED NOTARIAL DOCUMENT #7**

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT #7**

State of California }  
 County of ORANGE }  
 On December 24, 2012 before me, ABBA KO-KIM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
 personally appeared KAMRAN ROSHANNEJAD  
Name(s) of Signer(s)  
AND PENNY K. LEW

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

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

WITNESS my hand and official seal  
 Signature: [Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp 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: Agreement For the Construction of Sewer System Improv.  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here	Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here
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**WHEN RECORDED PLEASE RETURN TO:**

**RECORDING REQUESTED BY:**

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

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

**LIEN AGREEMENT**

**As Subdivision Improvement Security for Tract 32542**

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

DEC 03 2013 2-9

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 24<sup>th</sup> day of December 2012, by and among the County of Riverside, a political subdivision of the State of California ("County") and Kamran Rohamnejad & Pennyk Lew ("Owner").

**RECITALS**

- A. Owner has applied to County for approval of a Final Map for as **Tract 32542** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.

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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

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

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

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

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

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

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

## II. County's Performance and Obligations

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

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



### III. Effect of Lien Agreement

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

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

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

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

### IV. Events of Default

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

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

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

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

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

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

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such

attachment or execution is not released within (60) days.

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

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

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

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

#### V. County's Remedies

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

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

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

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

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

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

#### VI. General Provisions

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

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

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

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

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

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

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

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

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

COUNTY OF RIVERSIDE ("COUNTY")

By: John J. Benoit  
Chairman, Board of Supervisors  
**JOHN J. BENOIT**

ATTEST:

KECIA HARPER IHEM,  
Clerk of the Board

By: Kellington  
Deputy

Kamran Rostannejad ("OWNER")

By: Ka Mh

Penny K. Lew ("OWNER")

By: Penny K. Lew

**\*\*SEE ATTACHED NOTARIAL DOCUMENT # 1**

APPROVED AS TO FORM

County Counsel

By: [Signature]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** #1

State of California

County of ORANGE

On December 24, 2012 before me, ABBA KO-KIM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KAMRAN ROSHANNEJAD  
Name(s) of Signer(s)

AND PENNY K. LEW

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.



Place Notary Seal and/or Stamp Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**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: LIEN AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

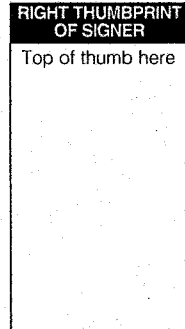
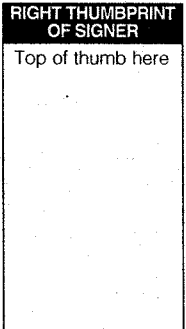
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_



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

EXHIBIT "A"

Order No. 5255671-40  
Escrow No. 02-22087-RS

TICOR TITLE  
SAN BERNARDINO

DOC # 2005-0217825

03/18/2005 08:00A Fee:13.00  
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:

Kamran Roshannejad  
31614 Scenic Drive  
Laguna Beach, CA 92651



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		3			✓			
									GR
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Parcel No. 467-370-013

SPACE

MAIL TAX STATEMENTS TO:

Addressee Above

The undersigned grantor(s) declare(s):

**DOCUMENTARY TRANSFER TAX \$ 316.80**

- Computed on the consideration or value of property conveyed; OR
- Computed on the consideration or value less liens or encumbrances remaining at the time of sale.
- Unincorporated area: ( ) City of **Winchester**
- Check when grantees are expressly declaring that the transfer of the property is to be community property with right of survivorship

T

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Rodolfo C. Flores, Successor Trustee of The Flores Family Trust dated May 2, 1990**

hereby GRANTS to **Kamran Roshannejad and Penny K. Lew, husband and wife as joint tenants**  
the real property in the City of **Winchester** County of **Riverside**, State of California, described as:

Complete Legal Description attached hereto and made a part hereof per Exhibit A

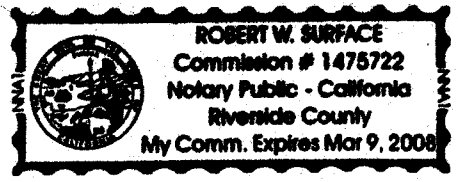
Dated February 5, 2004

*Rodolfo C. Flores*  
Rodolfo C. Flores, Trustee

STATE OF CALIFORNIA }  
COUNTY OF **RIVERSIDE** } S.S.

On 10-1-2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rodolfo C. Flores, Trustee 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 *Robert W. Surface*



013-1695565

## EXHIBIT "A"

### PARCEL 1:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 8502, FILED IN BOOK 34, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE EASTERLY ALONG THE NORTHERLY LINE OF PARCEL 4 NORTH 89° 35' 38" EAST 332.10 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89° 35' 38" EAST 331.51 FEET;  
THENCE SOUTH 0° 25' 41" EAST 660.84 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 4;  
THENCE WESTERLY ALONG SAID SOUTHERLY LINE SOUTH 89° 34' 38" WEST 331.51 FEET;  
THENCE NORTH 0° 05' 41" WEST 660.94 FEET TO THE TRUE POINT OF BEGINNING.

### PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OVER THE EAST 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 8502, FILED IN BOOK 34 PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 4;  
THENCE SOUTHERLY ALONG THE WEST LINE OF PARCEL 4 SOUTH 0° 25' 41" EAST 330.52 FEET;  
THENCE NORTH 89° 35' 06" EAST 332.10 FEET;  
THENCE NORTH 0° 25' 41" WEST 330.47 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 4 DISTANT THEREON NORTH 89° 35' 38" EAST 332.10 FEET FROM THE NORTHWEST CORNER OF PARCEL 4;  
THENCE SOUTH 89° 35' 38" WEST ALONG SAID NORTHERLY LINE 332.10 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "A"**



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

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

<http://riverside.asrcikrec.com>

**NOTARY CLARITY**

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

Name of Notary: Robert W. Surface

Commission #: 1475722

Place of Execution: Riv

Date Commission Expires: 3-9-08

Date: 3/18

Signature: [Handwritten Signature]

Print Name: Barbara Sanchez

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

MAP # TRACT 32542 SCHEDULE A MAP CHECKER RYAN L. HOLM

Drive Time: Hrs. to Map	Net Work Hrs./Day	Cost per 10 Hr. Day	Cost per Monument
<b>Schedule "A" through "H" Maps</b>			
0.5	9	\$2500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478
Out of town Monumentation Surveys			
	8	\$**	\$415
<b>Schedule "I" Maps</b>			
0.5	9	\$2500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960
Out of town Monumentation Surveys			
	8	\$**	\$830

Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>43</u>	x	<u>\$342</u>	x	<u>120%</u>	=	<u>\$17,647.20</u>

Monument Inspection Fee \$ \_\_\_\_\_ (Deposit Based)

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 10/22/2012

\* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.

\*\* 10-hour work day, meals, and lodging for a 2 person crew, per day, in a 4-day, 40-hour work week.

REVISED 2010

**EXHIBIT B**

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

Sht. 1 of 14

IP 070162

PARCEL MAP OR TRACT NO. TR 32542 DATE 5/1/2012  
 PP, CU, PU, MS OR VL NO. \_\_\_\_\_ BY: Frank Artiga

<u>IMPROVEMENTS</u>	<u>FAITHFUL PERFORMANCE SECURITY</u> (100% of Estimated Construction Costs)	<u>MATERIAL &amp; LABOR SECURITY</u> (100% of Estimated
---------------------	--	--

<u>STREETS/DRAINAGE</u>	<u>\$148,475.52</u>	
<u>FLOOD CONTROL *</u>	<u>= \$148,475.52</u>	<u>\$74,237.76</u>
<u>WATER DISTRICT</u>	<u>\$22,953.60</u>	<u>\$11,476.80</u>
<u>SEWER DISTRICT</u>	<u>\$27,676.80</u>	<u>\$13,838.40</u>
<u>TOTAL</u>	<u>\$199,105.92</u>	<u>\$99,552.96</u>
Warranty Retention (10%)	<u>\$19,910.59</u>	

*INSP. FEE 3% = 5973.18 + (2%) = 119.46 = \$6,092.64 (INSP. FEE)*

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

Frank Artiga  
 Signature  
 \_\_\_\_\_  
 Frank A. Artiga  
 Name Printed

5/1/2012  
 Date



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\*\*\*\*\***

1. Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond amounts are 50% of Performance Bond Amounts. \*\* 100% for Flood Control Items.
3. For Construction items not covered by "Riverside County Improvement 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.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 2 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
Roadway Evcavation				
120	C.Y.	1. Projects with a Grading Plan	\$20.00	\$2,400
		Area x 0.50' (hinge point to hinge point)		\$0.00
		2. Projects without a Grading Plan		\$0.00
		(Road area and side slopes to daylight		\$0.00
		Cut (c)=	Fill (f)=	\$0.00
	C.Y. (c or f)	(a.) Excavate and Fill	\$0.40	\$0.00
	C.Y. (c-f)	(b.) Excavate and Export	\$1.10	\$0.00
	C.Y. (f-c)	(c.) Import and Fill	\$2.80	\$0.00
		If balance provide (a.) only, either cut or fill		\$0.00
		If export, provide (a.)&(b) a= fill, b= cut-fill		\$0.00
		If import, provide (a)&(c), a = cut, c = fill-cut		\$0.00
		(Unit costs for (a), (b), & © are 20% of actual		\$0.00
		Costs to assure that work will be corrected to		\$0.00
		Eliminate hazardous conditions.)		\$0.00
56	L.F	Sawcut Exist. A.C. Pavement	\$1.00	\$56.00
		S.F Cold plane A.C. Pavement	\$0.50	\$0.00
		S.Y.Grinding A.C, in Place	\$0.60	\$0.00
		S.Y.Remove A.C. Pavement	\$0.60	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 3 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	Remove Curb and Gutter	\$18.00	\$0.00
	L.F	Remove A.C. Dike	\$3.00	\$0.00
	S.F	Remove Driveway	\$5.00	\$0
	EA.	Relocate Mailbox	\$250.00	\$0.00
	L.F	Remove Chain Link Fence	\$7.50	\$0.00
40	L.F	Remove Barricade	\$10.00	\$400.00
283	Ton	Asphalt Concrete ( 673,441 S.F.)	\$90.00	\$25,470
		(144 lbs/cu.ft.)		\$0.00
437	C.Y.	Agg Base Class II ( 673,441 S.F.)	\$50.00	\$21,850
	Ton	Asph. Emulsion (Fog Seal/Paint Binder)		\$0.00
		(1 ton = 240 gals) ( S.F)	\$600.00	\$0.00
		Apply at 0.05 +0.03 = 0.08 gal/SY		\$0.00
	S.F	A.C Overlay (min. 0.10') ( S.F)	\$0.90	\$0.00
858	L.F	Curb and Gutter (Type A-6)	\$10.00	\$8,580
	L.F	Curb and Gutter (Type A-8)	\$12.00	\$0
	L.F	Type "C" Curb	\$10.00	\$0.00
	L.F	Type "D-1" Curb	\$10.00	\$0.00
	L.F	Type "D" Curb	\$15.00	\$0
	L.F	A.C Dike (6") (incl. Material & labor)	\$8.00	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 4 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
		L.F A.C Dike (8") (incl. Material & labor)	\$10.00	\$0.00
		S.F P.C.C. Cross Gutter and Sprandrels	\$10.00	\$0
4,092	S.F P.C.C.	Sidewalk	\$6.00	\$24,552
		S.F P.C.C. Drive Approach	\$8.00	\$0.00
		S.F P.C.C. Dip Section Std. 307	\$6.00	\$0.00
	EA.	Handicapped Access Ramp	\$1,500.00	\$0
	C.Y.	Structural Reinforced Concrete	\$400.00	\$0.00
	L.F	Barricades	\$100.00	\$0
	L.F	Metal Beam Guard Railing	\$35.00	\$0.00
	L.F	Utility Trench, one side (Edison, Telephone, Cable) (total length of streets)	\$10.00	\$0.00
180			\$10.00	\$1,800
	L.F	Chain Link Fence (6')	\$15.00	\$0.00
	L.F	Relocate Fence	\$12.00	\$0.00
	EA.	Pipe Gate	\$1,000.00	\$0.00
	EA.	Relocate Power Pole	\$10,000.00	\$0
2	EA.	Street Lights (including conduit)	\$5,000.00	\$10,000
	EA.	Concrete Bulkhead	\$200.00	\$0.00
	EA.	Slope Anchors for Pipes	\$300.00	\$0.00
	C.Y.	Cut off wall (Std 2')	\$400.00	\$0.00
	EA.	A.C. Overside Drain	\$500.00	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 5 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
4	EA.	Under Sidewalk Drain Std 309	\$2,000.00	\$8,000.00
	EA.	Flat Outlet Drainage Structure Std 303	\$200.00	\$0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$200.00	\$0.00
	S.F	Terrace Drains and Down Drains	\$6.50	\$0.00
	S.F	Interceptor Drains	\$6.50	\$0.00
	C.Y.	R.C. Box Culvert	\$400.00	\$0.00
	C.Y.	Concrete Channel	\$200.00	\$0.00
	C.Y.	Rip Rap (¼ Ton) Method B	\$40.00	\$0.00
	C.Y.	Rip Rap (½ Ton) Method B	\$45.00	\$0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$50.00	\$0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$55.00	\$0.00
	C.Y.	Grouted Rip Rap (¼ Ton) Method B	\$60.00	\$0.00
	C.Y.	Grouted Rip Rap (½ Ton) Method B	\$67.00	\$0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$75.00	\$0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$80.00	\$0.00
	L.F	18" R.C.P.	\$60.00	\$0.00
	L.F	24" R.C.P.	\$70.00	\$0.00

**EXHIBIT B**



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 6 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	30" R.C.P.	\$80.00	\$0.00
	L.F	36" R.C.P.	\$90.00	\$0.00
	L.F	42" R.C.P.	\$100.00	\$0.00
	L.F	48" R.C.P.	\$110.00	\$0.00
	L.F	54" R.C.P.	\$130.00	\$0.00
	L.F	60" R.C.P.	\$150.00	\$0.00
	L.F	18" C.S.P. Or 21" x 15" CSPA	\$40.00	\$0.00
	L.F	24" C.S.P. Or 28" x 20" CSPA	\$50.00	\$0.00
	L.F	30" C.S.P. Or 35" x 24" CSPA	\$60.00	\$0.00
	L.F	36" C.S.P. Or 42" x 29" CSPA	\$70.00	\$0.00
	L.F	42" C.S.P. Or 49" x 33" CSPA	\$80.00	\$0.00
	L.F	48" C.S.P. Or 57" x 38" CSPA	\$100.00	\$0.00
	L.F	54" C.S.P. Or 64" x 43" CSPA	\$110.00	\$0.00
	L.F	60" C.S.P. Or 71" x 47" CSPA	\$120.00	\$0.00
	EA.	Catch Basins W = 4'	\$1,700.00	\$0.00
	EA.	Catch Basins W = 7'	\$3,000.00	\$0.00
	EA.	Catch Basins W = 14'	\$6,000.00	\$0.00
	EA.	Catch Basins W = 21'	\$9,000.00	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET

Sht 7 of 14

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basins W = 28'	\$12,000.00	\$0.00
	EA.	Type IX Inlet	\$2,500.00	\$0.00
	EA.	Type X Inlet	\$2,500.00	\$0.00
	EA.	Junction Structure No.1	\$3,000.00	\$0.00
	EA.	Junction Structure No.2	\$3,000.00	\$0.00
	EA.	Junction Structure No.6	\$3,700.00	\$0.00
	EA.	Transition Structure No.1	\$12,500.00	\$0.00
	EA.	Transition Structure No.2	\$12,500.00	\$0.00
	EA.	Transition Structure No.3	\$2,700.00	\$0.00
	EA.	Manhole No.1	\$2,700.00	\$0.00
	EA.	Manhole No.2	\$3,300.00	\$0.00
	EA.	Manhole No.3	\$2,700.00	\$0.00
	EA.	Manhole No.4	\$5,000.00	\$0.00
	EA.	Adjust Water Valve (if no water plan)	\$150.00	\$0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$400.00	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
<b>SINGING, STRIPING, and SIGNALS</b>				
	S.F	Remove Traffic Stripes and Paint Markin	\$2.50	\$0.00
	EA.	Remove Sign, Salvage	\$50.00	\$0.00
	EA.	Relocate Roadside Sign	\$100.00	\$0.00
	EA.	Street Name Sign	\$275.00	\$0.00
	EA.	Install Sign (Strap and Saddle Bucket M	\$100.00	\$0.00
	EA.	Install Sign Mast Arm Hanger Method	\$100.00	\$0.00
	EA.	Road Sign - One Post	\$250.00	\$0.00
	EA.	Road Sign - Two Post	\$400.00	\$0.00
	EA.	Object Marker - Modified Type "F" Delin	\$60.00	\$0.00
	EA.	Delineator (Class 1 Type F)	\$40.00	\$0.00
	EA.	Delineator (Class 2)	\$45.00	\$0.00
	EA.	Pavement Marker, Reflective	\$3.75	\$0.00
	L.F	Paint Traffic Stripe (2 Coats)	\$0.30	\$0.00

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT TR 32542

DATE 5/2/2012

**STREET IMPROVEMENTS (Cont'd.)**

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	4" Thermoplastic Traffic Stripe	\$0.30	\$0.00
	L.F	8" Thermoplastic Traffic Stripe	\$0.60	\$0.00
	S.F	Thermoplastic Channelizing Limit Line and Pavement Marking	\$2.25	\$0.00
	S.F	Thermoplastic Cross Walk and Pavement M.	\$3.00	\$0.00
	L.S.	Signal and Lighting	\$130,000.00	\$0.00
		<b>LANDSCAPING</b>		\$0.00
	S.F	Maintenance Walk Std 113	\$4.00	\$0.00
	S.F	Colored Stamped Concrete	\$10.00	\$0.00
	EA.	Street Trees (15 Gallon)	\$100.00	\$0.00
	S.F	Landscape and Irrigation	\$3.50	\$0.00
	C.Y.	Landscape Fill Material	\$27.00	\$0.00
	EA.	Water Meter	\$7,000.00	\$0.00
	EA.	Electric Meter	\$10,000.00	\$0.00
		<b>OTHER ITEMS NOT LISTED</b>		

**EXHIBIT B**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
PLAN CHECK FEE CALCULATION SHEET

Sht. 14 of 14

PARCEL MAP OR TRACT NO. TR 32542 SCH. A DATE 5/2/2012  
PP, CU, PU, MS OR VL NO. \_\_\_\_\_ BY: ACS Consulting, Inc.

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C From Page 7)	<u>\$123,729.60</u>
II. Water (Line C From Page 9)	<u>\$21,888.00</u>
III. Sewer (Line C From Page 10)	<u>\$20,064.00</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, PU, MS and VL	<u>\$2,474.59</u>
B. Water and Sewer (1% x II. And III.) NOTE: Use 1% for all	<u>\$419.52</u>
C. Total Plan Check Fee (A + B)	<u>\$2,894.11</u>

SURCHARGE FEE CALCULATION

D. Surcharge Fee (2.0% x C)	<u>\$57.88</u>
E. Total Plan Check Fee and Surcharge Fee	<u><u>\$2,951.99</u></u>

COMMENTS

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**EXHIBIT B**

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 \$801  
For PP/CU/MS/VL - minimum \$500

Unit Costs 12/05  
Format 11/10/03

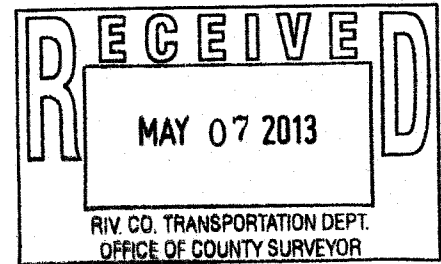


# MEMORANDUM

RIVERSIDE COUNTY COUNSEL

**CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGE**

DATE: May 7, 2013  
TO: Wendell Bugtai  
Urban Planner  
FROM: Tiffany North *MD YTNW*  
Deputy County Counsel  
RE: Tract No. 32542  
KPR Consulting



We have reviewed the Sample Grant Deed and Declaration of Covenants, Conditions and Restrictions and Grant of Easements for (CC&R's) for Tract No. 32542 submitted by Kamran Roshann. As forwarded herewith, the documents are **APPROVED** as to form.

Accordingly, the requirement for a Declaration of CC&R's for Tract No. 32542 is **SATISFIED**.

Enclosures

cc: Kamran Roshann

5010 HUA SE WH 8:55

RECEIVED  
POSTAL SERVICE  
RIVERSIDE, CA 92501

**APPROVED**

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

SPACE ABOVE FOR RECORDER'S USE

**GRANT DEED**  
**(Planned Development)**

Documentary transfer tax is \$ \_\_\_\_\_.

- ( ) computed on full value of property conveyed.
- ( ) computed on full value less value of liens and encumbrances remaining at time of sale.

Unincorporated Area of Riverside County.

A.P.N. \_\_\_\_\_.

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

**KAMRON ROSHANNEJAD and PENNY K. LEW** ("Grantor"),

**HEREBY GRANTS** to \_\_\_\_\_

\_\_\_\_\_ ("Grantees") the following described real property situated in the unincorporated area of Riverside County, State of California.

**PARCEL 1:**

Lot \_\_\_\_\_ of Tract No. 32542, in the unincorporated area of Riverside County, State of California, as per Map recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

**RESERVING THEREFROM**, easements set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for **Skyridge Homes** ("Declaration") recorded in the Office of said County Recorder of California on \_\_\_\_\_, 201\_\_\_\_ as Instrument No. \_\_\_\_\_.

**PARCEL 2:**

Non-exclusive easements appurtenant to Parcel 1 above, on and over the "Common Area" as defined in the Declaration for access, use, occupancy, enjoyment, ingress and egress of the amenities located thereon. The Common Area is for the use of Owners of lots which are subject to the Declaration and is not for the use of the general public.

**ALL PARCELS ABOVE ARE SUBJECT TO THE FOLLOWING:**

This conveyance is made and accepted and said property is hereby granted subject to that certain Declaration referenced above and any amendments thereto, all of which by this reference are hereby expressly incorporated in and made a part hereof as though fully set forth herein. Said Declaration includes nonexclusive easements for enjoyment, ingress, egress, encroachment, pedestrian walkway, general recreation purposes, maintenance, repair, drainage, support, and for other purposes.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

"Grantor"

X \_\_\_\_\_  
KAMRON ROSHANNEJAD

X \_\_\_\_\_  
PENNY K. LEW

STATE OF CALIFORNIA        )  
COUNTY OF                    ) ss.

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared:

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

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

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public



**APPROVED**

RECORDING REQUESTED BY:

**COPY**

AND WHEN RECORDED MAIL TO:

Kamron Roshann  
15375 Barranca Parkway  
Suite A-209  
Irvine, California 92618

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR  
SKYRIDGE HOMES - TRACT NO. 32542  
(A Planned Residential Development)**

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**THIS DECLARATION CONTAINS AN ALTERNATIVE DISPUTE RESOLUTION PROVISION WITH A  
WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY.  
YOU MUST READ THE PROVISION CAREFULLY (PAGE XIII-1, ARTICLE XIII,  
SECTION 13.02, AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.**

[PD Single: 03/10/06]  
[This Set: 03/21/13]

Document Prepared By:  
Murakami Law Office  
371 Van Ness Way, Suite 130  
Torrance, CA 90501  
Tel: (310) 961-5260

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