

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 31632

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

RECORDED AS A BENEFIT
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

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

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 31632** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and

Subdivision Ordinance § 17.3.

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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

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

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

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

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

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

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

II. County's Performance and Obligations

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

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

III. Effect of Lien Agreement

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

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

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

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

IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

V. County's Remedies

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

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

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

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

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

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

VI. General Provisions

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

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

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

or written, are superseded.

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

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

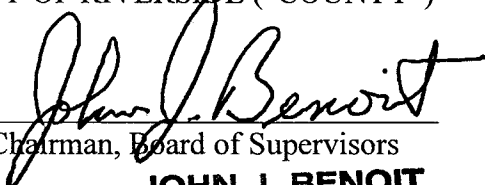
F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

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

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

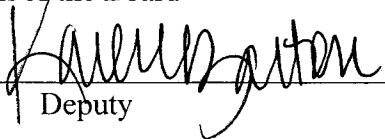
I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or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

COUNTY OF RIVERSIDE ("COUNTY")

By: 
Chairman, Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: 
Deputy

see attached signature block ("OWNER")

By: _____

By: _____

APPROVED AS TO FORM


County Counsel

By: 

SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 31632

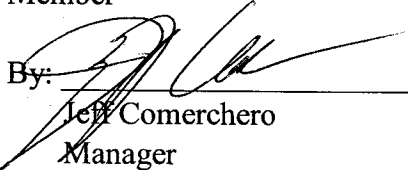
SR CONESTOGA, LLC, a Delaware Limited liability company

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

By: 

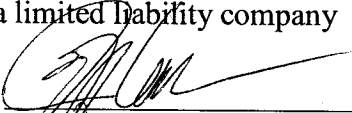
David C. Michan
Manager

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

By: 

Jeff Comerchero
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

Jeff Comerchero
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

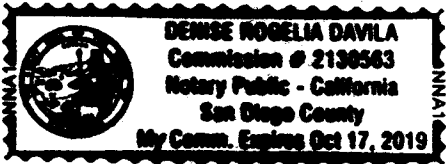
On June 16, 2016 before me, Denise Rogelia Davila, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Lien Agreement Document Date: June 16, 2016
Number of Pages: nine Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: Strata
Corestoga, LLC

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of RIVERSIDE)

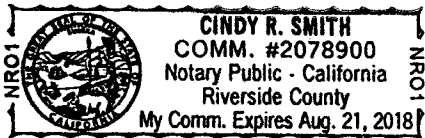
On FEBRUARY 12, 2016 before me, CINDY R SMITH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Cindy R Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Recording Requested By:
First American Title Company
National Homebuilder Services
Subdivision Department

EXHIBIT A

DOC # 2014-0462627
12/04/2014 10:58 AM Fees: \$28.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

SR Conestoga, LLC
C/O Strata Conestoga, LLC,
4370 La Jolla Village Drive Ste 960
San Diego, CA 92122

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

4743309-29

Space Above This Line for Recorder's Use Only

GRANT DEED

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

A.P.N.: 461-200-042-5, 461-200-044-7, 461-260-045-8

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SF-150 LLC, a California limited liability company**

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

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

(APN: 461-200-042, 461-200-044 AND 461-200-045)

PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5366 RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-0122217 OF OFFICIAL RECORDS, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SUBJECT TO:

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

Grant Deed - continued

Date: 12/01/2014

A.P.N.: 461-200-042-5, 461-200-044-7,
461-260-045-8

File No.: OSA-4743309 (jg)

Dated: **December 01, 2014**

SF 150 LLC,
a California limited liability company

By: [Signature]
Daniel L Stephenson
Its: MANAGER

STATE OF CALIFORNIA)SS
COUNTY OF RIVERSIDE)

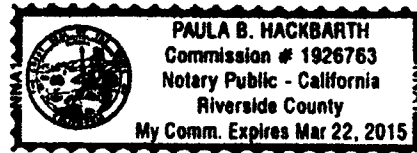
On DECEMBER 1, 2014, before me, PAULA B HACKBARTH, Notary
Public, personally appeared DANIEL L STEPHENSON

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

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

WITNESS my hand and official seal.

Signature
Paula B HackbARTH



This area for official notarial seal

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

PARCEL MAP OR TRACT MAP NO. TR31632 DATE: 1/22/2016
PP, CU, PU, MS OR VL NO. _____ IP: 150013

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 3,388,905.00	\$ 3,389,000.00	\$ 1,694,500.00
*Flood Control	\$ _____	\$ 0.00	\$ 0.00
Water <u>EMWD</u> District Name	\$ 269,390.88	\$ 269,500.00	\$ 134,750.00
Sewer <u>EMWD</u> District Name	\$ 291,564.00	\$ 291,500.00	\$ 145,750.00
Total	<u>3,949,859.88</u>	<u>\$ 3,950,000.00</u>	<u>\$ 1,975,000.00</u>
Warranty Retention (10%)		<u>\$ 395,000.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

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

Danielle M. Logsdon 1/22/2016
Signature Date
Danielle Logsdon C71582 12/31/2017
Name Typed or printed RCE# Exp. Date



Civil Engineer's Stamp

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

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

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

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
ROADWAY EXCAVATION				
2,625	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 52,500.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
82	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 82.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
164	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 98.40
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
3,628	TON	Asphalt Concrete (141,578 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 326,520.00
3,733	C.Y.	Agg Base Class II (141578 S.F.)	\$ 50.00	\$ 186,650.00
5.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (141,578S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 3,000.00
164	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 147.60
10,323	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 154,845.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
4,165	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 41,650.00
63,757	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 382,542.00
12,480	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 99,840.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
12	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 24,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
3,944	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 39,440.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
19	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 95,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
2	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 4,000.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
245	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 27,685.00
389	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 44,735.00
911	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 139,383.00
670	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 60,300.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
4	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 8,800.00
4	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 16,000.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ 0.00
	L.F.	6" Waterline	\$ 16.00	\$ 0.00
3,587	L.F.	8" Waterline	\$ 21.00	\$ 75,327.00
	L.F.	10" Waterline	\$ 27.00	\$ 0.00
	L.F.	12" Waterline	\$ 31.00	\$ 0.00
	L.F.	18" Waterline	\$ 40.00	\$ 0.00
	EA.	4" Gate Valve	\$ 650.00	\$ 0.00
	EA.	6" Gate Valve	\$ 800.00	\$ 0.00
8	EA.	8" Gate Valve	\$ 850.00	\$ 6,800.00
	EA.	10" Gate Valve	\$ 1,050.00	\$ 0.00
	EA.	12" Gate Valve	\$ 1,250.00	\$ 0.00
	EA.	Fire Hydrant (6") Super	\$ 2,500.00	\$ 0.00
15	EA.	Fire Hydrant (6") Standard	\$ 2,300.00	\$ 34,500.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
	EA.	6" Misc. Fittings	\$ 200.00	\$ 0.00
8	EA.	8" Misc. Fittings	\$ 250.00	\$ 2,000.00
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0.00
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0.00
5	EA.	Blowoffs (4")	\$ 1,600.00	\$ 8,000.00
100	EA.	Service Connections	\$ 475.00	\$ 47,500.00
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 0.00
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0.00
7	EA.	Air and Vacuum Valve.	\$ 1,850.00	\$ 12,950.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
	A.	Subtotal		\$ 187,077.00
	B.	Administrative Contingency (20 % x A)		\$ 37,415.40
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Water Total (A + B)		\$ 224,492.40
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 44,898.48
	E.	Water Total (C + D)		\$ 269,390.88

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. 31632
 PP, CU, PU, MS OR VL NO. _____

SCH: _____ DATE: 1/22/2016
IP 150013

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 2,824,087.50
II. Water (Line C from Water Improvement Calculations)	\$ 224,492.40
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 242,970.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 28,240.88
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 28,240.88
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 564.82
E. Total Plan Check Deposit and Surcharge Fee	\$ 28,805.69
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	

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

MAP # FSM 31632 SCHEDULE A MAP CHECKER DENNIS ODENBAUGH

IP # 150013

Drive Time: Hrs. to Map Net Work Hrs./Day Cost per 10 Hr. Day Cost per Monument

Schedule "A" through "H" Maps

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
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Schedule "I" Maps

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
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Total Monuments to be Bonded x Cost per Monument + 20% = Total Bond Amount

307 x \$342 x 120% = \$125,992.80

Monument Inspection Fee \$ _____ (Deposit Based)

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 1/15/2016

* 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

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

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

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

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

As Subdivision Improvement Security for Tract 31632 (Miscellaneous Case 4302)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

AUG 23 2016 2-21

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

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

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 31632 (Miscellaneous Case 4302)** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and

Subdivision Ordinance § 17.3.

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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

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

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

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

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

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

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

II. County's Performance and Obligations

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

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

III. Effect of Lien Agreement

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

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

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

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

IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

V. County's Remedies

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

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

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

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

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

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

VI. General Provisions

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

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

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

or written, are superseded.

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

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

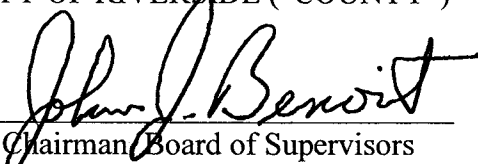
F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

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

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

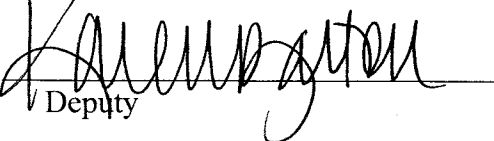
I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or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

COUNTY OF RIVERSIDE ("COUNTY")

By: 
Chairman Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: 
Deputy

see attached signature block ("OWNER")

By: _____

By: _____

APPROVED AS TO FORM

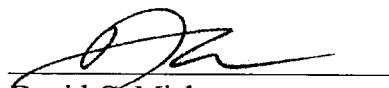
County Counsel

By: *B. Fisher*

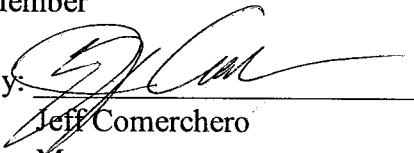
SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 31632 (Miscellaneous Case 4302)

SR CONESTOGA, LLC, a Delaware Limited liability company

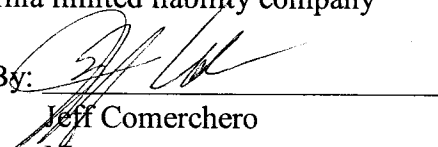
By: Strata Conestoga, LLC, a Delaware limited liability company,
Co-Managing Member

By: 
David C. Michan
Manager

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

By: 
Jeff Comerchero
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 
Jeff Comerchero
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

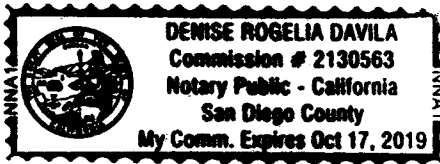
On June 16, 2016 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Loan Agreement Document Date: 6/16/2016
Number of Pages: nine Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David C. Michan
 Corporate Officer - Title(s): Manager
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: SR Conestoga, LLC

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

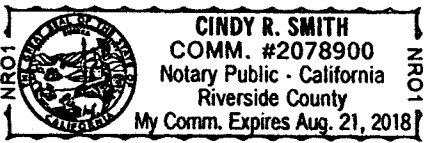
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

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

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

WITNESS my hand and official seal.
Signature Cindy R Smith
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Recording Requested By:
First American Title Company
National Homebuilder Services
Subdivision Department

EXHIBIT A

DOC # 2014-0462627
12/04/2014 10:58 AM Fees: \$28.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

SR Conestoga, LLC
C/O Strata Conestoga, LLC,
4370 La Jolla Village Drive Ste 960
San Diego, CA 92122

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

4743309-29

Space Above This Line for Recorder's Use Only

GRANT DEED

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

A.P.N.: 461-200-042-5, 461-200-044-7, 461-260-045-8

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SF-150 LLC, a California limited liability company**

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

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

(APN: 461-200-042, 461-200-044 AND 461-200-045)

PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5366 RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-0122217 OF OFFICIAL RECORDS, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SUBJECT TO:

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

Grant Deed - continued

Date: 12/01/2014

A.P.N.: 461-200-042-5, 461-200-044-7,
461-260-045-8

File No.: OSA-4743309 (jg)

Dated: December 01, 2014

SF 150 LLC,
a California limited liability company

By: [Signature]
Daniel L Stephenson
Its: MANAGER

STATE OF CALIFORNIA)SS
COUNTY OF RIVERSIDE)

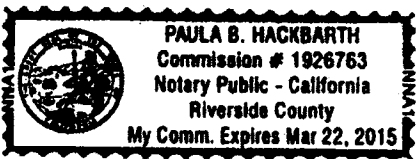
On DECEMBER 1, 2014, before me, PAULA B HACKBARTH, Notary
Public, personally appeared DANIEL L STEPHENSON

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

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

WITNESS my hand and official seal.

Signature
Paula B HackbARTH



This area for official notarial seal

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

PARCEL MAP OR TRACT MAP NO. Rice Road DATE: 1/22/2016
 PP, CU, PU, MS OR VL NO. MS 4302 IP: 150019

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 1,156,567.61	\$ 1,156,500.00	\$ 578,250.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water	\$ 7,632.00	\$ 7,500.00	\$ 3,750.00
	<u>EMWD</u> District Name		
Sewer	\$ 0.00	\$ 0.00	\$ 0.00
	<u>EMWD</u> District Name		
Total	<u>1,164,199.61</u>	\$ <u>1,164,000.00</u>	\$ <u>582,000.00</u>
Warranty Retention (10%)		\$ <u>116,400.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

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

Danielle M. Logsdon

Signature

1/22/2016
Date

Danielle Logsdon
Name Typed or printed

C71582 12/31/2017
RCE# Exp. Date



Civil Engineer's Stamp

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

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

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

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
1,514	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 30,280.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
392	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 392.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 0.00
1,878	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 33,804.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
1,988	TON	Asphalt Concrete (83,677 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 178,920.00
4,432	C.Y.	Agg Base Class II (83,677S.F.)	\$ 50.00	\$ 221,600.00
3.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (83,677 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,800.00
388	S.F.	AC overlay (min. 0.10') (388 SF)	\$ 0.90	\$ 349.20
2,245	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 33,675.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
128	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 1,024.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 0.00
6,734	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 40,404.00
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 0.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
4	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 8,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
182	L.F.	Barricades	\$ 100.00	\$ 18,200.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1,200	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 12,000.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
5	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 25,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 0.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 0.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 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 to Grade (if no water plan)	\$ 250.00	\$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$ 600.00	\$ 0.00
	EA	head wall and Wing wall	\$ 6,000.00	\$ 0.00
	SF	Forebay	20.00	\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
	EA.	Street Name Sign	\$ 275.00	\$ 0.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	
1	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 150.00
	EA.	Road Sign - One Post	\$ 250.00	\$ 0.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	EA.	Delineator (Class 1 Type F)	\$ 40.00	\$ 0.00
	EA.	Delineator (Class 2)	\$ 45.00	\$ 0.00
1	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 3.75
	EA.	Paint Traffic Stripe (2 Coats)	\$ 0.30	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.80	\$ 0.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 0.00
900	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 3,600.00
1	EA	Signal and Lighting	150,000.00	\$ 150,000.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. Rice Road
 PP, CU, PU, MS OR VL NO. MS 4302

SCH: _____ DATE: 1/22/2016
 IP **150019**

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 963,806.34
II. Water (Line C from Water Improvement Calculations)	\$ 6,360.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 9,638.06
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 9,638.06
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 192.76
E. Total Plan Check Deposit and Surcharge Fee	\$ 9,830.82
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

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

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

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 31632 (Miscellaneous Case 4299)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

RECORDED AS A BENEFIT
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

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

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 31632 (Miscellaneous Case 4299)** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and

Subdivision Ordinance § 17.3.

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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

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

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

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

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

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

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

II. County's Performance and Obligations

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

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

III. Effect of Lien Agreement

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

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

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

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

IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

V. County's Remedies

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

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

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

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

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

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

VI. General Provisions

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

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

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

or written, are superseded.

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

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

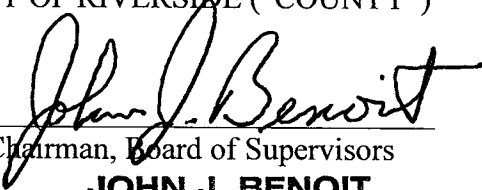
F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

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

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

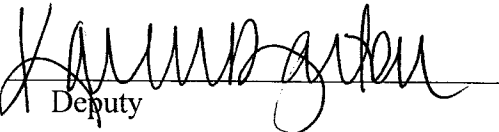
I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or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

COUNTY OF RIVERSIDE ("COUNTY")

By: 
Chairman, Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: 
Deputy

see attached signature block ("OWNER")

By: _____

By: _____

APPROVED AS TO FORM

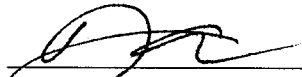
County Counsel

By: *Ben Fahn*

SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 31632 – Miscellaneous Case 4299


SR CONESTOGA, LLC, a Delaware Limited liability company

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

By: 

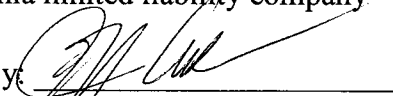
David C. Michan
Manager

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

By: 

Jeff Comerchero
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

Jeff Comerchero
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

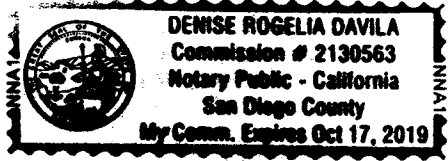
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 16, 2016 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared David c. Michan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Lien Agmt Document Date: 6/16/2016
Number of Pages: nine Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of RIVERSIDE)

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Recording Requested By:
First American Title Company
National Homebuilder Services
Subdivision Department

EXHIBIT A

DOC # 2014-0462627
12/04/2014 10:58 AM Fees: \$28.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
First American Title Company

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

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

4743309-29

Space Above This Line for Recorder's Use Only

GRANT DEED

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

A.P.N.: 461-200-042-5, 461-200-044-7, 461-260-045-8

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SF-150 LLC, a California limited liability company**

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

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

(APN: 461-200-042, 461-200-044 AND 461-200-045)

PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5366 RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-0122217 OF OFFICIAL RECORDS, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SUBJECT TO:

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

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

Grant Deed - continued

Date: 12/01/2014

A.P.N.: 461-200-042-5, 461-200-044-7,
461-260-045-8

File No.: OSA-4743309 (jg)

Dated: **December 01, 2014**

SF 150 LLC,
a California limited liability company

By: [Signature]
Daniel L Stephenson
Its: MANAGER

STATE OF CALIFORNIA)SS
COUNTY OF RIVERSIDE)

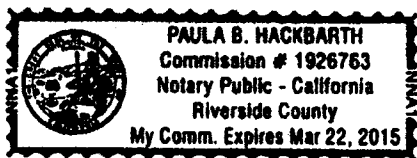
On DECEMBER 1, 2014, before me, PAULA B HACKBARTH, Notary
Public, personally appeared DANIEL L STEPHENSON

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

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

WITNESS my hand and official seal.

Signature
Paula B HackbARTH



This area for official notarial seal

EXHIBIT B

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

PARCEL MAP OR TRACT MAP NO. WESTERN HILLS DR DATE: 1/21/2016
PP, CU, PU, MS OR VL NO. MS 4299 IP: 150016

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 746,428.61	\$ 746,500.00	\$ 373,250.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water <u>EMWD</u> District Name	\$ 65,296.80	\$ 65,500.00	\$ 32,750.00
Sewer <u>EMWD</u> District Name	\$ 141,544.80	\$ 141,500.00	\$ 70,750.00
Total	953,270.21	953,500.00	476,750.00
Warranty Retention (10%)		\$ 95,350.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

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

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



Civil Engineer's Stamp

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

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

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
ROADWAY EXCAVATION				
1,040	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 20,800.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
EXHIBIT B		L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00 \$ 0.00
		S.F.	Cold Plane A.C. Pavement	\$ 1.50 \$ 0.00
		S.Y.	Grinding A.C. , in place	\$ 2.00 \$ 0.00
		S.Y.	Remove A.C. Pavement	\$ 0.60 \$ 0.00
		L.F.	Remove Curb and Gutter	\$ 18.00 \$ 0.00
		L.F.	Remove A.C. Dike	\$ 3.00 \$ 0.00
		EA.	Relocate Mailbox	\$ 250.00 \$ 0.00
		L.F.	Remove Chain Link Fence	\$ 7.50 \$ 0.00
		L.F.	Remove Barricade	\$ 10.00 \$ 0.00
	1,011	TON	Asphalt Concrete (56,152 S.F.) (144 lbs/cu.ft)	\$ 90.00
1,040	C.Y.	Agg Base Class II (56,152 S.F.)	\$ 50.00	\$ 52,000.00
2.1	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (56,152 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,260.00
	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 0.00
3,082	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 46,230.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
450	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 3,600.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
875	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 8,750.00
14,714	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 88,284.00
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 0.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
11	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 22,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1,410	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 14,100.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
7	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 35,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
40	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 4,520.00
220	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 25,300.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
2	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 8,000.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
 STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 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 to Grade (if no water plan)	\$ 250.00	\$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$ 600.00	\$ 0.00
1	EA	head wall and Wing wall	\$ 6,000.00	\$ 6,000.00
1200	SF	Forebay	20.00	\$ 24,000.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
2	EA.	Street Name Sign	\$ 275.00	\$ 550.00
6	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 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" Delineator	\$ 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
4	EA.	Paint Traffic Stripe (2 Coats)	\$ 0.30	\$ 1.20
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 0.00
85	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.80	\$ 68.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

EXHIBIT B

PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. WESTRAN HILLS DR

SCH: _____ DATE: 1/21/2016

PP, CU, PU, MS OR VL NO. MS 4299

IP 150016

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 622,023.84
II. Water (Line C from Water Improvement Calculations)	\$ 54,414.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 117,954.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 6,220.24
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 6,220.24
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 124.40
E. Total Plan Check Deposit and Surcharge Fee	\$ 6,344.64
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

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

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