# 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 AGREEM	ENT ("Lien Agreement") is entered	y of al subdivision of the State of
California ("County") a		 ("Owner").
RECITALS		
	lied to County for approval of a Fir No. 460 ("the Subdivision Ordinal	2 referred to herein as "Map,"

- 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 allot ted 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. <u>County's Remedies</u>

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:

arman, Board of Supervisors

JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,

Clerk of the Board

Debuty

	see attached signature block	("OWNER")
By: _		
By: _		

APPROVED AS TO FORM

County Counsel

By: B. J. Sh

### 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

Set Comerchero

Manager

CONESTOGA DEVELOPMENT, LLC

a California limited Dability company

By:

Jeff Comerchero

*Ma*riager

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	
County of San Dira O	)
On June 16, 2016 before me, Der Date	nes Rogelia Davila, Notory Public, Here Insert Name and Title of the Officer
personally appeared David C. M	ichan
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/ber/their signature(s) on the instrument 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.
DEMSE NOGELIA DAVILA Commission # 2130563 Notary Public - California San Otogo County My Comm. Engine Oct 17, 2019	Signature of Notary Public
Place Notary Seal Above	
	PTIONAL
	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document  Title or Type of Document: Lien Agreem  Number of Pages: Dine Signer(s) Other Th	
Capacity(ies) Claimed by Signer(s)  Signer's Name: Dovid C. Pricher  Corporate Officer — Title(s): President  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:  Signer Is Representing: Strato	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of Plusissi De	)
On FEBRUARY 12 2016 before me,	Const JZ Smith, NOTARY PUSUE, Here Insert Name and Title of the Officer
Date	Here Insert Name and Title of the Officer
Date personally appeared	MERCHERO
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	ry evidence to be the person(e) whose name(e) (3/are wledged to me that (6/she/they executed the same in his/her/their signature(e) on the instrument 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.
CINDY R. SMITH	WITNESS my hand and official seal.
COMM. #2078900 ≥ Notary Public - California ♂	
Riverside County  My Comm. Expires Aug. 21, 2018	Signature Signature of Notary Public
Place Notary Seal Above	PTIONAL -
Though this section is optional, completing th	nis information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
	han Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:  Corporate Officer — Title(s):	Signer's Name:
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Signer Is Representing:	Signer Is Representing:
	1 000 U.S. NOTADY (1 000 976 6927)
©2014 National Notary Association • www.NationalN	otary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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\*\* Receipted by: MGREGSTON

47433491-20	474	122101	. 7 <i>0</i> ~
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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-

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

7, 461-260-045-8

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.

Mail Tax Statements To: SAME AS ABOVE

#### Grant Deed - continued

Date: 12/01/2014

File No.: OSA-4743309 (jg)

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

461-260-045-8

Dated: December 01, 2014

SF 150 LLC,

a California limited liability company

Daniel Stephenson Its: MANABER

STATE OF <u>CALIFORNIA</u> )SS COUNTY OF <u>RIVERSIDE</u> )

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

, 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 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 Pauls BHackbarch PAULA B. HACKBARTH
Commission # 1926763
Notary Public - California
Riverside County
My Comm. Expires Mar 22, 2015

This area for official notarial seal

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

	L MAP OR TRA			TR31632		DATE:	1/22/2016	
PP, CU,	PU, MS OR VI	_ NO.	•			IP:	150013	
					FAITHFUI	L PERFORMANCE	M	ATERIAL & LABOR
						SECURITY		SECURITY
					(100	% of Estimated	(**	50% of Estimated
IMPRO\	/EMENTS				Cons	struction Costs)	`c	onstruction Costs)
Street/D	rainage	\$	3,388,905.00	l	\$	3,389,000.00	\$	1,694,500.00
*Flood C	Control	\$_		•	\$	0.00	\$_	0.00
Water	EMWD District Name	\$_	269,390.88	<u>.</u>	\$	269,500.00	\$_	134,750.00
Sewer	EMWD District Name	\$_	291,564.00	-	\$	291,500.00	\$_	145,750.00
Total			3,949,859.88		\$	3,950,000.00	\$	1,975,000.00
Warrant	y Retention (10	%) =		<b>=</b>	\$	395,000.00		

### 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 mathmatical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% fo	r recordation prior to havi	ing signed plans	
(Ordinance460, Section 10.3E).			OROFESS/ON
Daille Sh	1/22/2016		EM. LOGISTA
Signature	Date		(S) (S) No. C71582 (S) (S)
Danielle Logsdon	Ç71582	12/31/2017	
Name Typed or printed	RCE#	Exp. Date	FIE OF CALIFORNI
		01 .	L

Civil Engineer's Stamp

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

- 1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
- 2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. \*\*100% for Flood Control items.
- 3. 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.

<sup>\*</sup>Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

# RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY	UNIT	(TEM)		UNIT		AMOUNT
		ROADWAY EXCAVATION	T	COST	T	
			<del> </del>		-	
2,625	CV	1. Projects with Grading Plan	L.	20,00		50 500 00
2,023	C.Y.	Area x 0.50' (hinge point to hinge point)	\$	20.00	<b>3</b>	52,500.00
		2. Projects without a Grading Plan				
		Road area and side slopes to daylight				
	0.14	Cut (c) = Fill (f) =	ļ		ļ	
	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
<u>a</u>		If balance, provide (a.) only, either cut or fill				
EXHIBIT		If export, provide (a.)&(b.) a = fill, b = cut - fill				·
E I		If import, provide (a)&(c), a = cut, c = fill - cut	1			
H. I		(Unit costs for (a),(b), & (c) are 20% of actual				
		costs to assure that work will be corrected to				İ
· ·		eliminate hazardous conditions.)			<u> </u>	
			ļ	····		
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
		Asphalt Concrete ( 141,578 S.F.)				·
3,628	TON	( 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
		Asphalt Emulsion (Fog Seal/Paint Binder)				
		(1 ton = 240 gals) (141,578S.F.)				
5.0	Ton	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	<u> </u>	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
<u> </u>		<u> </u>	·		<del></del>	3.3/01/2011

UNIT COSTS 3/01/2011 FORMAT 3/01/2008

# RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM:		UNIT CØST		AMOUNT
		Utility Trench, one side (Edison, Telephone, Cable)	T		T	
3,944	L.F.	(total length of Streets)	\$	10.00	œ.	30 440 00
	L.F.	Chain Link Fence (6')	\$	80.00		39,440.00 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
m_	EA.	Slope Anchors for Pipes	\$	300.00		0.00
	C.Y.	Cut Off Wall (Std 2')	\$	400.00		0.00
LIB 2	EA.	A. C. Overside Drain	\$	800.00		0.00
五 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
	EΑ	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) Methob B	\$	40.00		0.00
	C.Y.	Rip Rap (1/2 Ton) Methob 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
	<u> L.F.</u>	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
		54" C.S.P. HDPE Or Equal	\$	110.00	\$	0.00
			\$	120.00	\$	0.00
4	EA.		\$	2,200.00		8,800.00
4	EA.		\$	4,000.00	\$	16,000.00
	EA.		\$	7,800.00		0.00
L	EA.	Catch Basin W=21'	\$	12,000.00	\$	0.00

UNIT COSTS 3/01/2011 FORMAT 3/01/2008

# RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM		UNIT		AMOUNT
		T	1	COST	T.	
	<u> </u>	1.41/2001.51/10	<del> </del>		\$	0.00
		LANDSCAPING	<u> </u>		\$	
	S. F.	Maintenance Walk STD 113	\$	4.00		0.00
444	S. F.	Colored Stamped Concrete	\$	10.00		0.00
114	EA	Street Trees ( 15 Gallon )	\$	100.00		11,400.00
106,771	S. F.	Landscape and Irrigation	\$	3.50		373,698.50
	C.Y.	Landscape Fill Material	\$	27.00		0.00
4	EA	Water Meter	\$	7,000.00		28,000.00
	S.F.	Electric Meter	\$	10,000.00		0.00
12,480	S.F.	D.G. Trail 4" Thick	\$	1.50		18,720.00
	L.F.	Mow Curb/Conc. Headers	\$	8.00		0.00
3	EA.	Water Quality Basins	\$	20,000.00		60,000.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	A.	Subtotal			\$	2,353,406.25
	B.	Administrative Contingency ( % x A)			\$	470,681.25
		NOTE: Use 20% for TR and PM		· · · · · · · · · · · · · · · · · · ·		
		Use 5% for PP, CU, PU, MS and VL Cases				,
	C.	Streets/Drainage Total (A + B)			\$	2,824,087.50
		BOND AMOUNT FOR RECORDATION PRIOR TO			<del>                                     </del>	-,,
		HAVING SIGNED PLAND				
		( ORD.460, SEC. 10.3E)	-			
	D.	20% x C	<b> </b>		\$	564817.50
	E.	Streets/Drainage Total (C + D)			\$	3388905.00

**EXHIBIT B** 

# RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET WATER IMPROVEMENTS

L.F. 4" Waterline	QUANTITY	UNIT	ITEM		UNIT 13°	AMOUNT
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     L.F. 18" Waterline   \$ 40.00 \$ 0.00     EA. 4" Gate Valve   \$ 650.00 \$ 0.00     EA. 6" Gate Valve   \$ 800.00 \$ 0.00     EA. 10" Gate Valve   \$ 800.00 \$ 0.00     EA. 10" Gate Valve   \$ 1,050.00 \$ 0.00     EA. 112" 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     EA. Fire Hydrant (6") Standard   \$ 2,300.00 \$ 34,500.00     EA. 6" Misc. Fittings   \$ 150.00 \$ 0.00     EA. 6" Misc. Fittings   \$ 150.00 \$ 0.00     EA. 10" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 20" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 30" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 40" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 50" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 6" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 6" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 6" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 70" Misc. Fittings   \$ 250.00 \$ 0.00     EA. 8" Misc. Fittings   \$ 250.00 \$ 0.0		L.F.	4" Waterline	\$	13.00	\$ 0.00
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     EA.   6" Gate Valve   \$ 800.00 \$ 0.00     EA.   10" Gate Valve   \$ 800.00 \$ 0.00     EA.   10" Gate Valve   \$ 1.050.00 \$ 0.00     EA.   12" Gate Valve   \$ 1.050.00 \$ 0.00     EA.   12" Gate Valve   \$ 1.250.00 \$ 0.00     EA.   12" Gate Valve   \$ 1.250.00 \$ 0.00     EA.   16" Gate Valve   \$ 1.250.00 \$ 0.00     EA.   16" Gate Valve   \$ 1.250.00 \$ 0.00     EA.   16" High Graft (6") Super   \$ 2,500.00 \$ 0.00     EA.   6" Misc. Fittings   \$ 150.00 \$ 0.00     EA.   4" Misc. Fittings   \$ 150.00 \$ 0.00     EA.   6" Misc. Fittings   \$ 200.00 \$ 0.00     EA.   10" Misc. Fittings   \$ 250.00 \$ 0.00     EA.   12" Misc. Fittings   \$ 250.00 \$ 0.00     EA.   12" Misc. Fittings   \$ 320.00 \$ 0.00     EA.   12" Misc.		L.F.	6" Waterline	\$	16.00	\$ 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   \$   850.00 \$   6,800.00     EA.   8" Gate Valve   \$   850.00 \$   6,800.00     EA.   10" Gate Valve   \$   1,950.00 \$   0.00     EA.   12" Gate Valve   \$   1,250.00 \$   0.00     EA.   Fire Hydrant (6") Super   \$   2,500.00 \$   0.00     EA.   Fire Hydrant (6") Standard   \$   2,300.00 \$   34,500.00     EA.   4" Misc. Fittings   \$   150.00 \$   0.00     EA.   6" Misc. Fittings   \$   250.00 \$   0.00     EA.   8" Misc. Fittings   \$   250.00 \$   0.00     EA.   8" Misc. Fittings   \$   250.00 \$   0.00     EA.   10" Misc. Fittings   \$   250.00 \$   0.00     EA.   10" Misc. Fittings   \$   280.00 \$   0.00     EA.   12" Misc. Fittings   \$   320.00 \$   0.00     EA.   12" Misc. Fittings   \$   320.00 \$   0.00     EA.   18" Misc. Fittings   \$   320.00 \$   0.00     EA.   1	3,587	L.F.	8" Waterline	\$	21.00	\$ 75,327.00
L.F.		L.F.	10" Waterline	\$	27.00	\$ 0.00
EA. 4" Gate Valve \$ 650.00 \$ 0.00 EA. 6" Gate Valve \$ 800.00 \$ 0.00  8 EA. 10" 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. 12" Gate Valve \$ 1,250.00 \$ 0.00 EA. Fire Hydrant (6") Super \$ 2,500.00 \$ 0.00 EA. Fire Hydrant (6") Super \$ 2,500.00 \$ 0.00 EA. Fire Hydrant (6") Standard \$ 2,300.00 \$ 34,500.00 EA. 4" Misc. Fittings \$ 150.00 \$ 0.00 EA. 4" Misc. Fittings \$ 200.00 \$ 0.00 EA. 8" Misc. Fittings \$ 250.00 \$ 2,000.00 EA. 10" Misc. Fittings \$ 250.00 \$ 2,000.00 EA. 12" Misc. Fittings \$ 280.00 \$ 0.00 EA. 12" Misc. Fittings \$ 320.00 \$ 0.00 EA. Service Connections \$ 475.00 \$ 47,500.00 EA. Relocation of Blowoff \$ 1,000.00 \$ 0.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  A. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  A. Subtotal \$ \$ 0.00 S		L.F.	12" Waterline	\$	31.00	\$ 0.00
EA. 6" Gate Valve \$ 800.00 \$ 0.00  8 EA. 10" Gate Valve \$ 850.00 \$ 6,800.00  EA. 10" Gate Valve \$ 1,250.00 \$ 0.00  EA. 12" Gate Valve \$ 1,250.00 \$ 0.00  EA. Fire Hydrant (6") Super \$ 2,500.00 \$ 0.00  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  EA. 8" Misc. Fittings \$ 200.00 \$ 0.00  EA. 10" Misc. Fittings \$ 250.00 \$ 0.00  EA. 10" Misc. Fittings \$ 280.00 \$ 0.00  EA. 10" Misc. Fittings \$ 280.00 \$ 0.00  EA. 10" Misc. Fittings \$ 320.00 \$ 0.00  EA. 12" Misc. Fittings \$ 320.00 \$ 0.00  EA. 4" Misc. Fittings \$ 300.00 \$ 0.00  EA. 10" Misc. Fittings \$ 300.00 \$ 0.00  EA. 4" Misc. Fittings \$ 300.00 \$ 0.00  EA. 4" Misc. Fittings \$ 300.00 \$ 0.00  EA. Adjust Water Valve to Grade \$ 200.00 \$ 0.00  EA. Adjust Water Valve to Grade \$ 200.00 \$ 0.00  EA. Alir and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  FA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  A. Subtotal \$ \$ 0.00  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)  BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD 480, SEC. 10.3E)  D. 20% x C \$ 44,898.48		L,F.	18" Waterline	\$	40.00	\$ 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         \$ 280.00 \$ 0.00           EA.         10" Misc. Fittings         \$ 280.00 \$ 0.00           EA.         12" Misc. Fittings         \$ 280.00 \$ 0.00           EA.         12" Misc. Fittings         \$ 320.00 \$ 0.00           EA.         41" Misc. Fittings         \$ 320.00 \$ 0.00           EA.         42" Misc. Fittings         \$ 320.00 \$ 0.00           EA.         42" Misc. Fittings         \$ 320.00 \$ 0.00           EA.         40" Misc. Fittings         \$ 280.00 \$ 0.00		EA.	4" Gate Valve	\$	650.00	\$ 0.00
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 \$ 34,500.00 EA. Fire Hydrant (6") Standard \$ 2,300.00 \$ 34,500.00 EA. Fire Hydrant (6") Standard \$ 2,000.00 \$ 34,500.00 EA. 6" Misc. Fittings \$ 150.00 \$ 0.00 EA. 6" Misc. Fittings \$ 200.00 \$ 0.00 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 EA. 12" Misc. Fittings \$ 320.00 \$ 0.00 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 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ \$ 0.00 EA. Subtotal \$ 0.00 EA. Subtotal \$ 0.00 EA. Subtotal \$ 0.00 EA. C. Water Coningency (20 % x A) \$ 37,415.40 EA. MOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases C. Water Total (A + B) EOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD 460, SEC. 10.3E)		EA.	6" Gate Valve	\$	800.00	\$ 0.00
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 \$ 34,500.00 EA. Fire Hydrant (6") Standard \$ 2,300.00 \$ 34,500.00 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 EA. 8" Misc. Fittings \$ 250.00 \$ 2,000.00 EA. 10" Misc. Fittings \$ 280.00 \$ 0.00 EA. 12" Misc. Fittings \$ 280.00 \$ 0.00 EA. 12" Misc. Fittings \$ 320.00 \$ 0.00 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 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ 1,000.00 \$ 0.00 EA. Service Connections \$ \$ 0.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ 1,000.00 \$ 0.00 EA. Service Connections \$ \$ 0.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 EA. B. Administrative Contingency (20 % x A) \$ 37,415.40 EA. C. Water Total (A + B) EA. BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)  D. 20% x C \$ 44,898.48	8	EA.	8" Gate Valve	\$	850.00	6,800.00
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. 10" Misc. Fittings \$ 320.00 \$ 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  FA. Relocation of Blowoff \$ 1,000.00 \$ 0.00  7 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  \$ \$ \$ 0.00  Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  \$ \$ \$ 0.00  A Subtotal \$ \$ 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)  BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD. 460, SEC. 10.3E)  D. 20% x C \$ \$ 44,898.48		EA.	10" Gate Valve	\$	1,050.00	<del></del>
EA.   Fire Hydrant (6") Super   \$ 2,500.00   \$ 0.00     15		EA.	12" Gate Valve	\$	1,250.00	\$ 0.00
15		EA.	Fire Hydrant (6") Super	\$		
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  7 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00  8 \$ 0.00  9 \$ 0.00  A Subtotal \$ 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, 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)	15	EA.	Fire Hydrant (6") Standard	\$		
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 8 \$ \$ 0.00 9 \$ \$ 0.00 9 \$ \$ 0.00 9 \$ \$ 0.00 9 \$ \$ 0.00 9 \$	· · · · · · · · · · · · · · · · · · ·	EA.	**************************************			·
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 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  8 \$ \$ 0.00  9 \$ \$ \$ 0.00  10 \$ \$ \$ \$ 0.00  10 \$ \$ \$ \$ 0.00  11 \$ \$ \$ \$ 0.00  12 \$ \$ \$ \$ 0.00  13 \$ \$ \$ 0.00  14 \$ \$ \$ \$ 0.00  15 \$ \$ \$ 0.00  16 \$ \$ \$ \$ 0.00  17 \$ \$ \$ \$ \$ 0.00  18 \$ \$ \$ 0.00  19 \$ \$ \$ \$ 0.00  10 \$ \$ \$ \$ \$ 0.00  11 \$ \$ \$ \$ \$ 0.00  12 \$ \$ \$ \$ 0.00  13 \$ \$ \$ \$ 0.00  14 \$ \$ \$ \$ 0.00  15 \$ \$ \$ \$ 0.00  16 \$ \$ \$ \$ \$ 0.00  17 \$ \$ \$ \$ \$ 0.00  18 \$ \$ \$ 0.00  19 \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ \$ 0.00  20 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		EA.		<del></del>	<del></del>	·····
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  7 EA. Air and Vacuum Valve. \$ 1,850.00 \$ 12,950.00 \$ \$ 0.00	8	<del> </del>				
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  8 \$ 0.00  9 \$ 0.00  1 \$ 0.00  1 \$ 0.00  1 \$ 0.00  1 \$ 0.00  2 \$ 0.00  3 \$ 0.00  4 \$ 0.00  5 \$ 0.00  5 \$ 0.00  6 \$ 0.00  6 \$ 0.00  7 \$ 0.00  8 \$ 0.00  9 \$ 0.00  9 \$ 0.00  1 \$ 0.00  9 \$ 0.00  9 \$ 0.00  1 \$ 0.00  9 \$ 0.00  1 \$ 0.00  9 \$ 0.00  9 \$ 0.00  1 \$ 0.00  9 \$ 0.00  9 \$ 0.00  1 \$ 0.00  9 \$ 0.0		·		<del></del>		<del></del>
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D. 20% x C \$ 44,898.48		С.	BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND			5 224,492.40
				-		44.000.40
		D. E.	20% x C   Water Total (C + D)	+		

# RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM		UNIT		AMOUNT
				COST		
3145	L.F.	4" V. C. P.	\$	15.00	\$	47,175.00
	L.F.	6" V. C. P.	\$	25.00	\$	0.00
3410	L.F.	8" V. C. P.	\$	30.00	\$	102,300.00
	L.F.	10" V. C. P.	\$	35.00	\$	0.00
	L.F.	12" V. C. P.	\$	40.00	\$	0.00
20	EA.	Standard Manhole	\$	2,500.00	<del></del>	50,000.00
	EA.	Drop Manhole	\$	4,000.00		0.00
	EA.	Cleanouts	\$	500.00		0.00
100	EA.	Sewer Y's	\$	30.00		3,000.00
	EA.	Chimneys	\$	400.00		0.00
	EA.	Adjust M.H. to grade	\$	500.00		0.00
	L.F.	Concrete Encasement	\$	35.00	<del> </del>	0.00
	EA.	Backwater Valve	\$	250.00		0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
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	· · · · · · · · · · · · · · · · · · ·		\$		\$	0.00
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			\$	* · · · · · · · · · · · · · · · · · · ·	\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	A.	Subtotal	ΙΨ		<del>φ</del>	202,475.00
	В.	Administrative Contingency (20% x A)	1		\$	40,495.00
		NOTE: Use 20% for TR and PM			<del>7</del>	
		Use 5% for PP, CU, PU, MS and VL Cases				
	C.	Sewer Total (A + B)			\$	242,970.00
		BOND AMOUNT FOR RECORDATION PRIOR				
		TO HAVING SIGNED PLAND ( ORD.460, SEC.				
	<u> </u>	10.3E) 20% x C	<del> </del>		φ.	40 504 65
	D. E.	Sewer Total (C + D)	<del> </del>		<u>\$</u> \$	48,594.00
L	<u> </u>	Denter Total (C T D)			Φ	291,564.00

### PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO.	31632	SCH:	DATE:	1/22/2016
PP, CU, PU, MS OR VL NO.	· · · · · · · · · · · · · · · · · · ·	IP 1	50013	
IMPROVEMENT CO	STS (Including Contingenci	es)		
Streets/Drainage (Line C from Stre	et Improvement Calculation	ns)		\$ 2,824,087.50
II. Water (Line C from Water Improve				224,492.40
III. Sewer (Line C from Sewer Improv	vement Calculations)		9	
PLAN CHECK DEPOSIT CALCULAT	<u> </u>			
A. Street/Drainage( % x l.) NOTE: Use 1% for TR, 6% for PM ar	nd 6.5% for PP, CU, PU, MS	S and VL		28,240.88
B. Water and Sewer (1% x II and III.)	(Do not include for Tract M	laps)	\$	
C. Total Plan Check Deposit (A + B)			\$	· · · · · · · · · · · · · · · · · · ·
SURCHARGE FEE CALCULATION				
D. Surcharge Fee (2% x C)			\$	564.82
E. Total Plan Check Deposit and Sun	charge Fee		\$	
MINIMUM PLAN CHECK DEPOSIT F	REQUIREMENTS			
Note: If Plan Check Deposit calculate	d in "Line E" is less than the	e minimum as		
shown below, then following deposit s	schedule will apply, otherwis	se pay the full deposit.		
For TR (Schedule, A, B, C, D) and PN				
For PM (Schedule H, I) - minimum \$2	,000.00			
For PP/CU/PU/MS/VL - minimum \$2,	00.00			
COMMENTS				

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

MAP# FSM 31632	SCHEDULE	<u>A</u> M	AP CHECKER		DENNIS ODENBAUGH	
IP# 150013						
Drive Time: Hrs. to Map	Net Work Hrs./Da	ay C	ost per 10 Hr. Da	<u>y</u>	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 Mon	umentation	Surveys			
			\$**		\$415	
	Schedu	le "I" Maps				
0.5	9		\$2500.00*		\$600	
1.0	8				\$685	
1.5	7				\$800	
2.0	6				\$960	
	Out of town Mon	umentation	Surveys			
	8		\$**	<del></del>	\$830	
Total Monuments to be Bonded	x Cost per Monum	ent +	20%	=	Total Bond Amount	
307	x\$342	x	120%	=	\$125,992.80	
Monument Inspection Fee	\$(De	eposit Base	ed)			
Submitted Monument Bond Comp	outation to Transporta	tion Plan Cl	neck Review [	Date:	1/15/2016	

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

**REVISED 2010** 

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

### 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>	ZIP
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 RENEFIT OF THE COUNTY	

### LIEN AGREEMENT

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

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 ("I	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 allot ted 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. <u>County's Remedies</u>

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:

lairman Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,

Clerk of the Board

Day

see attached signature block	("OWNER"		
Dyr			
By:	<del></del>		
By:	· <del></del>		
APPROVED AS TO FORM			
County Council			

By: B. F.h.

### 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

Jeff Comerchero

Manager

CONESTOGA DEVELOPMENT, LLC

a California limited liability company

Bw:

Yest Comerchero

Manager

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California	
County of Sun Diego )	
On June 16, 2016 before me, Denis	Se Royclo Davib, Whary Public., Here Insert Name and Title of the Officer
	Chan
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in /per/their signature(s) on the instrument the persop(s), ed, executed the instrument.
O <sup>1</sup>	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
W	/ITNESS my hand and official seal.
DENISE ROGELIA DAVILA Commission # 2130563 Notary Public - California San Diego County My Comm. Expires Oct 17, 2019	ignature Only Deuto Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this in	ONAL  Information can deter alteration of the document or some to an unintended document.
Description of Attached Document  Title or Type of Document: Dien Agreemer  Number of Pages: Nine Signer(s) Other Than	Document Date: 6/16/2016
Capacity(ies) Claimed by Signer(s)	
Signer's Name: World C. Michan  Corporate Officer — Title(s): Manager	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator
Signer Is Representing: 6 Constaga, LLC	☐ Other:Signer Is Representing:

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California	
County of RIVERSIDE )	
· ·	1 20 1 0
On FERRUARY 12,2016 before me,	
<sup>'</sup> Date	Here Insert Name and Title of the Officer
personally appeared	211620
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) are ledged to me that (n)/she/they executed the same in is/her/their signature(s) on the instrument the person(s), cted, 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.
CINDY R. SMITH COMM. #2078900 z Notary Public · California Riverside County My Comm. Expires Aug. 21, 2018	WITNESS my hand and official seal.  Signature
	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or sometimes form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Tha	n 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:
Signer Is Representing:	Signer \s Representing:
organical to Proproductioning.	
©2014 National Notary Association • www.NationalNota	ary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
	\ \

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

**EXHIBIT A** 

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 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

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

47433191-291

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-

T.R.A. No.071-290

File No.: OSA-4743309 (jq)

7, 461-260-045-8

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

Daniel L Stephenson Its: MANABER

STATE OF <u>CALIFORNIA</u> )S COUNTY OF <u>RIVERSIDE</u> )

On <u>DECEMBER 1, 2014</u>, before me, <u>FAULA B HACKBARTH</u>, Notary Public, personally appeared <u>DANIEL L STEPHENSON</u>

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) share subscribed to the within instrument and acknowledged to me that field 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 Pauls BHackbarth PAULA B. HACKBARTH
Commission # 1926763
Notary Public - California
Riverside County
My Comm. Expires Mar 22, 2015

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. PP, CU, PU, MS OR VL NO.			Rice Road MS 4302		DATE: IP:	1/22/2016 150019		
IMPROV	EMENTS	-			(10	UL PERFORMANCE SECURITY 0% of Estimated nstruction Costs)	(**	IATERIAL & LABOR SECURITY *50% of Estimated Construction Costs)
Street/Dr *Flood Co Water	ontrol EMWD	\$_ \$_ \$_	1,156,567.61 0.00 7,632.00	- -	\$ \$ \$	1,156,500.00 0.00 7,500.00	\$_ \$_ \$	578,250.00 0.00 3,750.00
Sewer	District Name EMWD District Name	\$_	0.00	•	\$	0.00	\$_	0.00
Total Warranty	Retention (10	<sub>%)</sub> =	1,164,199.61	=	\$ \$	<b>1,164,000.00</b> 116,400.00	\$=	582,000.00

### 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 mathmatical 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 (Ordinance460, Section 10.3E).



Civil Engineer's Stamp

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

- 1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
- 2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. \*\*100% for Flood Control items.
- 3. 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.

<sup>\*</sup>Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

QUANTITY	UNIT	ITEM		UNIT COST		AMOUNT
	Maria Salata	ROADWAY EXCAVATION			T T	
		1. Projects with Grading Plan			┪	
1,514	C.Y.	Area x 0.50' (hinge point to hinge point)	\$	20.00	s	30,280.00
		2. Projects without a Grading Plan	1		<del>                                     </del>	
		Road area and side slopes to daylight			l	
		Cut (c) = Fill (f) =				
	C.Y.	(a.) Excavate and Fill	\$	0.40	s	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	+		╁	0.00
		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.)			ŀ	
		ominate nazaraeae conditione.	+-		╁	
392	L.F.	Sawcut Exist, A.C. Pavement	\$	1.00	s	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
		Asphalt Concrete ( 83,677 S.F.)	<u> </u>		1	
1,988	TON	( 144 lbs/cu.ft)	\$	90.00	le	178,920.00
4,432	C.Y.	Agg Base Class II (83,6776S.F.)	\$	50.00		221,600.00
1, 102	0.1.	Asphalt Emulsion (Fog Seal/Paint Binder)	+-	30.00	-	221,000.00
		(1 ton = 240 gals) (83,677 S.F.)				
3.0	Ton	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

UNIT COSTS 3/01/2011 FORMAT 3/01/2008

· · · · QUANTITY UN	IT ITEM		UNIT	" AMOUNT
	Utility Trench, one side (Edison, Telephone, Cable)	100	CUSI	<u> </u>
1,200 L.I	(total length of Streets)	\$	10.00	\$ 12,000.00
L.I	/	\$	80.00	
L.I		\$	12.00	
E/		\$	1,000.00	
E/		\$	10,000.00	
5 EA		\$	5,000.00	
E	<u> </u>	\$	2,500.00	
E		\$	300.00	
C.		\$	400.00	
E/		\$	800.00	
E	Under Sidewalk Drain Std 309	\$	2,000.00	
E,		\$	2,000.00	
E,	S	\$	2,000.00	
E.	Private Drainage Structure Std 310	\$	500.00	
S.		\$	6.50	
S.I		\$	6.50	
C.		\$	400.00	
C.	Concrete Channel	\$	200.00	
C.	7. Rip Rap (1/4 Ton) Methob B	\$	40.00	
C.		\$	45.00	
. C.`		\$	50.00	
C.`		\$	55.00	
C.	Grouted Rip Rap ( 1/4 Ton ) Method B	\$	60.00	
C.		\$	67.00	
C.		\$	75.00	
C.`		\$	80.00	
L.F	. 18" R.C. P. Or 21" x 15" RCPA	\$	113.00	
L.F		\$	115.00	
L.F		\$	153.00	
L.F		\$	90.00	
L.F		\$	100.00	0.00
L.F		\$	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	
L.F	. 24" C.S.P. HDPE Or Equal	\$	50.00	
L.F	. 30" C.S.P. HDPE Or Equal	\$	60.00	
L.F	. 36" C.S.P. HDPE Or Equal	\$	70.00	
L.F	. 42" C.S.P. HDPE Or Equal	\$	80.00	
L.F	. 48" C.S.P. HDPE Or Equal	\$	100.00	
L.F		\$	110.00	
L.F		\$	120.00	
EA	Catch Basin W=4'	\$	2,200.00	
EA	. Catch Basin W=7'	\$	4,000.00	
EA	Catch Basin W=14'	\$	7,800.00	
EA	Catch Basin W=21'	\$	12,000.00	

#### **EXHIBIT B**

## RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY		, 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	
	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
		Delineator ( Class 2 )	\$	45.00	\$ 0.00
1	EA.	Pavement Marker, Reflective	\$	3.75	\$ 3.75
	EA.	Paint Traffic Stripe (2 Coats)	\$	0.30	
	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
		Thermoplastic Channelizing Limit Line and			
	S. F.	Pavement Marking	\$	2.25	\$ 0.00
900	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$	4.00	
1		Signal and Lighting		150,000.00	
					\$ 0.00
			Τ		\$ 0.00
			T		\$ 0.00
			T		\$ 0.00
			Π		\$ 0.00

QUANTITY	UNIT	TIEM:		UNIT		AMOUNT
		T	a de la f	COST		
	-				\$	0.00
		LANDSCAPING	<u> </u>		\$	
	S. F.	Maintenance Walk STD 113	\$	4.00		0.00
	S. F.	Colored Stamped Concrete	\$	10.00		0.00
60	EA	Street Trees ( 15 Gallon )	\$	100.00	\$	6,000.00
17,500	S. F.	Landscape and Irrigation	\$	3.50	\$	61,250.00
	C.Y.	Landscape Fill Material	\$	27.00	\$	0.00
1	EA	Water Meter	\$	7,000.00	\$	7,000.00
	S.F.	Electric Meter	\$	10,000.00	\$	0.00
	S.F.	D.G. Trail 4" Thick	\$	1.50		0.00
	L.F.	Mow Curb/Conc. Headers	\$	8.00	\$	0.00
	EA.	Water Quality Basins	\$	20,000.00		0.00
			\$		\$	0.00
			\$		\$	0.00
·	-		\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	A.	Subtotal	╫─		<del>\$</del>	803,171.95
	B.	Administrative Contingency (20% x A)	<del>                                     </del>		<del>Ψ</del>	160,634.39
· • • • • • • • • • • • • • • • • • • •		NOTE: Use 20% for TR and PM			Ψ	100,034.39
		Use 5% for PP, CU, PU, MS and VL Cases	1			
	C.	Streets/Drainage Total (A + B)			\$	002 000 24
ļ ļ		BOND AMOUNT FOR RECORDATION PRIOR TO	<del>                                     </del>		Φ	963,806.34
		HAVING SIGNED PLAND		•		
1		( ORD.460, SEC. 10.3E)				
ŀ	D.	20% x C			<u>~</u>	400 704 07
<u>.</u>		Streets/Drainage Total (C + D)	<del> </del>		\$	192,761.27
	<u> </u>	Onectarbianiage Total (C + D)	<u></u>		\$	1,156,567.61

#### **EXHIBIT B**

QUANTITY	UNIT	ITEM		UNIT 13		AMOUNT :
	L.F.	4" Waterline	\$	13.00	\$	0.00
	L.F.	6" Waterline	\$	16.00	\$	0.00
	L.F.	8" Waterline	\$	21.00	\$	0.00
	L.F.	10" Waterline	\$	27.00		0.00
	L.F.	12" Waterline	\$	31.00	_	0.00
95	L.F.	18" Waterline	\$	40.00	\$	3,800.00
	EA.	4" Gate Valve	\$	650.00	\$	0.00
	EA.	6" Gate Valve	\$	800.00	_	0.00
	EA.	8" Gate Valve	\$	850.00		0.00
	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
	EA.	Fire Hydrant (6") Standard	\$	2,300.00		0.00
	EA.	4" Misc. Fittings	\$	150.00		0.00
	EA.	6" Misc. Fittings	\$	200.00		0.00
	EA.	8" Misc. Fittings	\$	250.00		0.00
	EA.	10" Misc. Fittings	\$	280.00		0.00
3	EA.	18" Misc. Fittings	\$	500.00		1,500.00
	EA.	Blowoffs (4")	\$	1,600.00		0.00
	EA.	Service Connections	\$	475.00		0.00
	EA.	Adjust Water Valve to Grade	\$	200.00		0.00
	EA.	Relocation of Blowoff	\$	1,000.00		
	EA.	Air and Vacuum Valve.	\$	1,850.00		0.00
	LA.	All and vacuum vaive.	\$	1,050.00	\$	0.00
	<del></del>		\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	<del></del>		\$		\$	0.00
			\$		\$	0.00
			12		\$	0.00
	A.	Subtotal	╁		\$	5,300.00
	B.	Administrative Contingency (20% x A)			\$	1,060.00
		NOTE: Use 20% for TR and PM				
		Use 5% for PP, CU, PU, MS and VL Cases				
	C.	Water Total (A + B)			\$	6,360.00
		BOND AMOUNT FOR RECORDATION PRIOR				
		TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)	1			
	D.	(ORD.460, SEC. 10.3E)			\$	1,272.00
	1,					

QUANTITY UNIT	TEM		UNIT	AMOUNT
L.F.	4" V. C. P.	\$	COST	
L.F.	6" V. C. P.	\$	15.00	
L.F.	8" V. C. P.		25.00	
L.F.	10" V. C. P.	\$	30.00	
L.F.	15" V. C. P.	\$	35.00	
· · · · · · · · · · · · · · · · · · ·		\$	55.00	
EA.	Standard Manhole	\$	2,500.00	
EA.	Drop Manhole	\$	4,000.00	
EA.	Cleanouts	\$	500.00	\$ 0.0
EA.	Sewer Y's	\$	30.00	\$ 0.0
EA.	Chimneys	\$	400.00	\$ 0.0
EA.	Adjust M.H. to grade	\$	500.00	\$ 0.0
L.F.	Concrete Encasement	\$	35.00	
EA.	Backwater Valve	\$	250.00	
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0 \$ 0.0
		\$		\$ 0.0 \$ 0.0
		\$		\$ 0.0
·		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
		\$		\$ 0.0
A.	Subtotal	\$		\$ 0.0
B.	Subtotal  Administrative Contingency (200/ yr A)	┼		0.0
<u>D.</u>	Administrative Contingency (20% x A)  NOTE: Use 20% for TR and PM	┼		0.0
	Use 5% for PP, CU, PU, MS and VL Cases			
C.	Sewer Total (A + B)	+		0.0
	BOND AMOUNT FOR RECORDATION PRIOR	+		0.0
	TO HAVING SIGNED PLAND ( ORD.460, SEC.			
	10.3E)	-	ļ	
D.	20% x C		1	0.0
E.	Sewer Total (C + D)			0.0

## RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO.	Rice Road	SCH:	DATE:	1	/22/2016
PP, CU, PU, MS OR VL NO.	MS 4302			15001	
IMPROVEMENT	COSTS (Including Contingend	cies)			
I. Streets/Drainage (Line C from	Street Improvement Calculation	ons)		\$	963,806.34
II. Water (Line C from Water Imp	rovement Calculations)			\$	6,360.00
III. Sewer (Line C from Sewer Im	provement Calculations)			\$	0.00
PLAN CHECK DEPOSIT CALCU	LATION				
A. Street/Drainage( % x l.) NOTE: Use 1% for TR, 6% for PN	√l and 6.5% for PP, CU, PU, N	IS and VL		\$	9,638.06
B. Water and Sewer (1% x II and	III.) (Do not include for Tract I	Maps)		\$	0.00
C. Total Plan Check Deposit (A +	В)			\$	9,638.06
SURCHARGE FEE CALCULATION	<u>DN</u>				-
D. Surcharge Fee (2% x C)				\$	192.76
E. Total Plan Check Deposit and	Surcharge Fee		·	\$	9,830:82
MINIMUM PLAN CHECK DEPOS	SIT REQUIREMENTS				
Note: If Plan Check Deposit calcu	ılated in "Line E" is less than t	he minimum as			
shown below, then following depo	osit schedule will apply, otherw	vise pay the full deposit.			-
For TR (Schedule, A, B, C, D) and	d PM (Schedule. E, F, G) - mir	nimum \$2,000			
For PM (Schedule H, I) - minimun	n \$2,000.00				
For PP/CU/PU/MS/VL - minimum	\$2,000.00				
COMMENTS					
			Ì		

## 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>	ADDRESS	<u>CITY</u>	<u>STATE</u>	ZIP
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 Agreemen , by and amore)	t") is entered into this day of ag the County of Riverside, a political subdivision of the State of
California ("County") and	("Owner").
RECITALS	
A. Owner has applied to County for appro	oval 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 allot ted 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. <u>County's Remedies</u>

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: \_

darman, Board of Supervisors

JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,

Clerk of the Board

Dy. A TANK

	see attached signature block	("OWNER")
By: _		
By:		

APPROVED AS TO FORM

County Counsel

By: But Island

## **SR CONESTOGA, LLC**, a Delaware Limited liability company

By: Strata Conestoga, LLC, a Delaware limited liability company,

Co-Managing Member

By:

Qavid C. Michan

Manager

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

Member

By(\_

leff Comerchero

Manager

CONESTOGA DEVELOPMENT, LLC

a California limited liability company

Jeff Comerchero

Manager

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California )	
County of <u>San Diego</u> )	
On June 16, 2016 before me, Denis	e Ragelia Davila, Notary Public, HereInsert Name and Title of the Officer
personally appeared <u>David C</u> MIC	nan
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	vidence to be the person(s) whose name(s) is/are alged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), d, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
W	ITNESS my hand and official seal.
DENISE ROGELIA DAVILA Commission # 2130563 Notary Public - California San Diego County	gnature Down
My Comm. Expires Oct 17, 2019	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this in fraudulent reattachment of this fo	formation can deter alteration of the document or
Title or Type of Document: Lien Agnor Number of Pages: Orne Signer(s) Other Than	Document Date: 6/16/2016  Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: David Michael	Signer's Name:
☐ Corporate Officer — Title(s): Manager ☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
<ul><li>☐ Trustee</li><li>☐ Guardian or Conservator</li><li>☐ Other:</li></ul>	☐ Trustee ☐ Guardian or Conservator
Signer Is Representing: SP CONSTOQ, UC	☐ Other:Signer Is Representing:
, 1 .	

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 RIVEZSIDE  On FEBRUARY 13, 2016 before me, CINDY R SMITH, NOTARY IUSIC  Date  Here Insert Name and Title of the Officer  personally appeared FFF COMEZCITE 20  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 (ne) she/they executed the same in his/her/their authorized capacity(ies), and that by (ne) 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.
CINDY R. SMITH COMM. #2078900 Notary Public - California Riverside County My Comm. Expires Aug. 21, 2018 Signature Signature of Notary Public
Place Notary Seal Above
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:  Number of Pages: Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:  Signer's Name:  Partner — Limited General  Individual Attorney in Fact  Guardian or Conservator  Other:  Signer Is Representing:  Signer Is Representing:
©2014 National Notary Association - May National Notary org. 1-800-US NOTARY (1-800-876-6827) Utem #5907

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

EXHIBIT A

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 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

DOC # 2014-0462627

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

4743379 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-

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

7, 461-260-045-8

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

Daniel LStepherson

STATE OF CALFORNIA )STATE OF RIVERSIDE )

On DECEMBER 1, 2014, before me, PAULA B HACKBARTH, Notar

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) share 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 Pauls BHackbarth PAULA B. HACKBARTH
Gommission # 1926763
Notary Public - California
Riverside County
My Comm. Expires Mar 22, 2015

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:	1/21/2010			
PP, CU,	CU, PU, MS OR VL NO.			MS 4299	-	IP:	15001	<u> </u>	
			· · · · · · · · · · · · · · · · · · ·	FAIT	SE (100% (	PERFORMANCE ECURITY of Estimated	~;	(**50°	ERIAL & LABOR SECURITY % of Estimated
IMPROVEMENTS				Construction Costs)		······································	Con	struction Costs)	
Street/D	rainage	\$	746,428.61		\$	746,500.00	Ş	<b>B</b>	373,250.00
*Flood C	Control	\$	0.00	•	\$	0.00	(	\$	0.00
Water	EMWD District Name	\$	65,296.80	-	\$	65,500.00	\$	5	32,750.00
Sewer	EMWD District Name	\$	141,544.80	-	\$	141,500.00		<u> </u>	70,750.00
Total			953,270.21		\$	953,500.00	Ç	\$	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 mathmatical extensions, using County's unit costs, are accurate for determining bonding costs

RCE#

Above amounts do include additional 20% for recordation prior to having signed plans (Ordinance460, Section 10.3E).

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



Civil Engineer's Stamp

#### \*\*\* PLEASE READ INSTRUCTIONS BELOW:\*\*\*

- 1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
- 2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. \*\*100% for Flood Control items.
- 3. 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.

<sup>\*</sup>Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

QUAN	ITITY	UNIT	TEM TEM		UNIT		AMOUNT
			ROADWAY EXCAVATION	T			
			1. Projects with Grading Plan				
	1,040	C.Y.	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	1			
			Cut (c) =   Fill (f) =				•
		C.Y.	(a.) Excavate and Fill	\$	0.40	\$	0.00
<u> </u>		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	1			
			(Unit costs for (a),(b), & (c) are 20% of actual				
B			costs to assure that work will be corrected to				
			eliminate hazardous conditions.)				
EXHIBIT		· · · · · · · · · · · · · · · · · · ·	On made no container				
- 133		L.F.	Sawcut Exist. A.C. Pavement	\$	1.00	\$	0.00
- <b>2</b>		S.F.	Cold Plane A.C. Pavement	\$	1.50		0.00
· 도		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
-		ΈA.	Relocate Mailbox	\$	250.00		0.00
•		L.F.	Remove Chain Link Fence	\$	7.50		0.00
		L.F.	Remove Barricade	\$	10.00		0.00
		fuel t		┪	10.00	<del>*                                    </del>	
	4 044	TON	Asphalt Concrete (56,152 S.F.)		90.00	e e	90,990.00
	1,011	TON	( 144 lbs/cu.ft)	\$	50.00		52,000.00
	1,040	C.Y.	Agg Base Class II (56,152 S.F.)	1-2	50.00	Ψ	52,000.00
			Asphalt Emulsion (Fog Seal/Paint Binder)				
	2.1	Ton	(1 ton = 240 gals) (56,152 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$	600.00	e e	1,260.00
	2.1	S.F.	AC overlay (min. 0.10') ( SF)	\$	0.90		0.00
ļ	3,082	L.F.	Curb and Gutter (Type A-6)	\$	15.00		46,230.00
	3,002	L.F.	Curb and Gutter (Type A-6)		17.00		0.00
ļ		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
	430	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
	1-7,11-4	S.F.	P.C.C. Drive Approach	\$	8.00		0.00
<b></b>		S.F.	P.C.C. Dive Approach P.C.C. Dip Section Std. 307	\$	6.00		0.00
	11	EA.	Handicapped Access Ramp	\$	2,000.00		22,000.00
	11	C.Y.	Structural Reinforcement Concrete	\$	400.00		0.00
<b></b>		L.F.	Barricades	\$	100.00		0.00
			A STATE OF THE STA	\$	35.00		0.00
l		L.F.	Metal Beam Guard Railing	ĮΨ	55.00	ĮΨ	0.00

UNIT COSTS 3/01/2011 FORMAT 3/01/2008

-							
l G	IUANTITY	UNIT	ITEM		UNIT		AMOUNT
			Turn T. I. C. T. T. C. C.	T	COST		
	4 440	, ,	Utility Trench, one side (Edison, Telephone, Cable)		40.00		4440000
	1,410	L.F.	(total length of Streets)	\$	10.00		14,100.00
		L.F.	Chain Link Fence (6')	\$	80.00		0.00
ļ		L.F.	Relocate Fence	\$	12.00		0.00
		EA.	Pipe Gate	\$	1,000.00		0.00
	7	EA.	Relocate Power Pole	\$	10,000.00		0.00
<b> </b>		EA.	Street Lights (including conduit)	\$	5,000.00		35,000.00
		EA.	Concrete Bulkhead	\$	2,500.00		0.00
•		EA. C.Y.	Slope Anchors for Pipes	\$	300.00		0.00
		EA.	Cut Off Wall (Std 2') A. C. Overside Drain	\$	400.00		0.00
		EA.		\$	800.00		0.00
			Under Sidewalk Drain Std 309	\$	2,000.00		0.00
$\mathbf{\alpha}$		EA	Flat Outlet Drainage Structure Std 303	\$	2,000.00		0.00
H		EA	Curb Outlet Drainage Structure Std 308	\$	2,000.00		0.00
EXHIBIT		EA S.F.	Private Drainage Structure Std 310	\$	500.00		0.00
H		S.F.	Terrace Drain & Down Drain	\$	6.50		0.00
E		C.Y.	Interceptor Drain	\$	6.50		0.00
• •			R.C. Box Culvert	\$	400.00		0.00
		C.Y.	Concrete Channel	\$	200.00		0.00
		C.Y.	Rip Rap (1/4 Ton) Methob B	\$	40.00		0.00
		C.Y.	Rip Rap (1/2 Ton) Methob 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
	40		Grouted Rip Rap ( 2 Ton ) Method B	\$	80.00		0.00
	40	<u>L.F.</u>	18" R.C. P. Or 21" x 15" RCPA	\$	113.00		4,520.0C
ļ	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
<u> </u>		L.F.	36" R.C. P. Or 42" x 29" RCPA	\$	90.00	Ф	0.00
<u> </u>		L.F.	42" R.C. P. Or 49" x 33" RCPA 48" R.C. P. Or 57" x 38" RCPA	\$ \$	100.00		0.00
		L.F.			235.00		0.00
·		L.F.	54" R.C. P. Or 64" x 43" RCPA 60" R.C. P. Or 71" x 47" RCPA	\$ \$	130.00 150.00		0.00
<b></b>		L.F.	18" C.S.P. HDPE Or Equal	\$			0.00
		L.F.	24" C.S.P. HDPE Or Equal		40.00		0.00
ļ		L.F.	<u> </u>	\$	50.00 60.00		0.00
		L.F.	30" C.S.P. HDPE Or Equal	\$			
ļ		L.F.	36" C.S.P. HDPE Or Equal	\$	70.00		0.00
<b> </b>		L.F.	42" C.S.P. HDPE Or Equal 48" C.S.P. HDPE Or Equal	\$	80.00 100.00		0.00
<b></b>		L.F.		\$	110.00		0.00
<u> </u>		L.F.	54" C.S.P. HDPE Or Equal 60" C.S.P. HDPE Or Equal	\$			0.00
<b> </b>		EA.	<u></u>		120.00 2,200.00		0.00
	2	EA.		\$ \$			0.00
<b></b>		EA.		\$	4,000.00		8,000.00
ļ				\$	7,800.00		0.00
<u></u>		EA.	Catch basin w=21	Ψ	12,000.00	Φ	0.00

QU	ANTITY	UNIT	A ITEM		UNIT GOST		AMOUNT
200000000000000000000000000000000000000		EA.	Catch Basin W=28'	<b>T\$</b>	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
1						\$	0.00
			SIGNING, STRIPING AND SIGNALS				
		S.F	Remove Traffic Stripes and Paint Markings	\$	2.50		
		EA.	Remove, Sign, Salvage	\$	100.00		0.00
<b>A</b> .		EA.	Relocate Roadside Sign	\$	150.00		0.00
_	2	EA.	Street Name Sign	\$	275.00	\$	550.00
EXHIBIT	6	EA.	Install Sign ( Strap and Saddle Bracket Method)	\$	150.00		
Ħ.		EA.	Install Sign Mast Arm Hanger Method)	\$	150.00		0.00
<b>-</b>		EA.	Road Sign - One Post	\$	250.00		0.00
团		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	<u>L.F.</u>	8" Thermoplastic Traffic Stripe	\$	0.80	<u>\$</u>	68.00
			Thermoplastic Channelizing Limit Line and				
		S. F.	Pavement Marking	\$	2.25		0.00
		S.F.	Thermoplastic Cross Walk and Pavement Marking	\$	4.00		0.00
		<u>EA</u>	Signal and Lighting	<u> </u>	150,000.00	<del></del>	0.00
				<u> </u>		\$	0.00
				<u> </u>		\$	0.00
				<u> </u>		\$	0.00
				<u> </u>		\$	0.00
				<u>L</u>		\$	0.00

QUANTITY	UNIT	Mainten		UNIT		AMOUNT
				COST		
					\$	0.00
		LANDSCAPING			\$	
	S. F.	Maintenance Walk STD 113	\$	4.00		0.00
	S. F.	Colored Stamped Concrete	\$	10.00		0.00
65	EA	Street Trees ( 15 Gallon )	\$	100.00		6,500.00
21,200	S.F.	Landscape and Irrigation	\$	3.50		74,200.00
	C.Y.	Landscape Fill Material	\$	27.00		0.00
1	EA	Water Meter	\$	7,000.00		7,000.00
	S.F.	Electric Meter	\$	10,000.00		0.00
	S.F.	D.G. Trail 4" Thick	\$	1.50		0.00
	L.F.	Mow Curb/Conc. Headers	\$	8.00		0.00
	EA.	Water Quality Basins	\$	20,000.00	\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	***************************************		\$		\$	0.00
			\$		\$	0.00
	· · · · · · · · · · · · · · · · · · ·		\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
	·····		\$		\$	0.00
	Α.	Subtotal	·		\$	518,353.20
	B.	Administrative Contingency (20% x A)			\$	103,670.64
		NOTE: Use 20% for TR and PM	l		<del></del>	
		Use 5% for PP, CU, PU, MS and VL Cases				
	C.	Streets/Drainage Total (A + B)			\$	622,023.84
		BOND AMOUNT FOR RECORDATION PRIOR TO			<u> </u>	
		HAVING SIGNED PLAND				
		( ORD.460, SEC. 10.3E)				
	D.	20% x C			\$	124,404.77
	E.	Streets/Drainage Total (C + D)			\$	746,428.61

#### **EXHIBIT B**

QUANTITY	UNIT	ITEM.		UNIT	- Jan 1	AMOUNT .
QUANTITI	UNIT	a suppose (FECIVI)		13		AWOUNI
	L.F.	4" Waterline	\$	13.00	\$	0.00
	L.F.	6" Waterline	\$	16.00	\$	0.00
1,645	L.F.	8" Waterline	\$	21.00	\$	34,545.00
	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
	EA.	8" Gate Valve	\$	850.00		0.00
	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
2	EA.	Fire Hydrant (6") Standard	\$	2,300.00		4,600.00
	EA.	4" Misc. Fittings	\$	150.00		0.00
	EA.	6" Misc. Fittings	\$	200.00		0.00
10	EA.	8" Misc. Fittings	\$	250.00		2,500.00
	EA.	10" Misc. Fittings	\$	280.00		0.00
	EA.	12" Misc. Fittings	\$	320.00		0.00
	EA.	Blowoffs (4")	\$	1,600.00		0.00
	EA.	Service Connections	\$	475.00		0.00
	EA.	Adjust Water Valve to Grade	\$	200.00		0.00
	EA.	Relocation of Blowoff	\$	1,000.00		0.00
2	EA.	Air and Vacuum Valve.	\$	1,850.00		3,700.00
	-/1-	7 III and vaddin valve.	\$	1,000.00	\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
<u></u>			\$		<u>\$</u> \$	0.00
			+		Ψ	0.00
<b>A</b>	A.	Subtotal			\$	45,345.00
	В.	Administrative Contingency (20% x A)			\$	9,069.00
EXHIBIT B		NOTE: Use 20% for TR and PM				
<del></del>		Use 5% for PP, CU, PU, MS and VL Cases				
도	C.	Water Total (A + B)	ļ		\$	54,414.00
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND				
		( ORD.460, SEC. 10.3E)	1 .			
<del> </del>	D.	20% x C	╁		\$	10,882.80
1	E.	Water Total (C + D)			\$	65,296.80

QUANTITY	UNIT	FIEM		UNIT		AMOUNT
	T	ABV CD	T <sub>e</sub>	COST	ot .	0.00
	L.F.	4" V. C. P.	\$	15.00 25.00		0.00
		6" V. C. P. 8" V. C. P.	_			
	L.F.		\$	30.00		0.00
4400	L.F.	10" V. C. P.	\$	35.00		0.00
1469	L.F.	15" V. C. P.	\$	55.00		80,795.00
7	EA.	Standard Manhole	\$	2,500.00		17,500.00
	EA.	Drop Manhole	\$	4,000.00		0.00
	EA.	Cleanouts	\$	500.00		0.00
	EA.	Sewer Y's	\$	30.00		0.00
	EA.	Chimneys	\$	400.00		0.00
	EA.	Adjust M.H. to grade	\$	500.00	\$	0.00
	L.F.	Concrete Encasement	\$	35.00		0.00
	EA.	Backwater Valve	\$	250.00		0.00
	<u> </u>		\$		\$	0.00
			\$		\$	0.00
	<del> </del>		\$		\$	0.00
			\$		\$	0.00
			\$		<u>\$</u> \$	0.00
			\$		<del>ν</del>	0.00
			\$		<u>*</u>	0.00
			\$		\$	0.00
		·	\$		\$	0.00
<b>m</b>			\$		\$	0.00
			\$		\$	0.00
EXHIBIT			\$		\$	0.00
<b>E</b> ——	<u> </u>		\$	<u></u>	\$	0.00
출 <u></u>			\$ \$		\$ \$	0.00
<del></del>			\$		<u>\$</u> \$	0.00
<u></u>	<del> </del> A.	Subtotal	╫		\$	98,295.00
	B.	Administrative Contingency (20% x A)	┪┈┈		\$	19,659.00
		NOTE: Use 20% for TR and PM			·	
		Use 5% for PP, CU, PU, MS and VL Cases				
	C.	Sewer Total (A + B)			\$	117,954.00
		BOND AMOUNT FOR RECORDATION PRIOR				
		TO HAVING SIGNED PLAND ( ORD.460, SEC.				
	<del> </del>	10.3E)	-		<u>.</u>	00 500 60
	D.	20% x C	-		\$	23,590.80
	E.	Sewer Total (C + D)			\$	141,544.80

DATE: 1/21/2016

#### 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 1	5001	6
IMPROVEMENT	COSTS (Including Contingencies	)			
I. Streets/Drainage (Line C from	Street Improvement Calculations)			\$	622,023.84
II. Water (Line C from Water Imp	provement Calculations)			\$	54,414.00
III. Sewer (Line C from Sewer In				\$ -	117,954.00
PLAN CHECK DEPOSIT CALCI	JLATION				
A. Street/Drainage ( % x l.) NOTE: Use 1% for TR, 6% for P	M and 6.5% for PP, CU, PU, MS a	and VL		\$	6,220.24
B. Water and Sewer (1% x II and	i III.) (Do not include for Tract Mar	os)		\$	0.00
C. Total Plan Check Deposit (A	+ B)			\$	6,220.24
SURCHARGE FEE CALCULAT	ION				
D. Surcharge Fee (2% x C)				\$_	124.40
E. Total Plan Check Deposit and	l Surcharge Fee			\$	6,344.64
MINIMUM PLAN CHECK DEPO	SIT REQUIREMENTS				
Note: If Plan Check Deposit calc	culated in "Line E" is less than the	minimum as			
shown below, then following dep	oosit schedule will apply, otherwise	e pay the full deposi	it.		
For TR (Schedule, A, B, C, D) a	nd PM (Schedule. E, F, G) - minim	num \$2,000			
For PM (Schedule H, I) - minimu	ım \$2,000.00				
For PP/CU/PU/MS/VL - minimur	m \$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>	ADDRESS	<u>CITY</u>	<u>STATE</u>	ZIP
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