

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



ITEM
3.22

MEETING DATE:

Tuesday, November 8, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA-TRANSPORTATION: Approval of the Final Map for Tract 32290-1, a Schedule "A" Subdivision in the French Valley Area. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Map for Tract 32290-1.

Consent

Patricia Romo

Patricia Romo, Assistant Director of Transportation

11/1/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: November 8, 2016
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

3-22

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

BACKGROUND:

Summary

Tract 32290 was approved by the Board of Supervisors on April 4, 2006, as Agenda 1-4. Tract 32290-1 is a 74.067 acre subdivision that is creating 212 residential lots, 20 open space lots and one (1) water quality basin lot in the French Valley area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

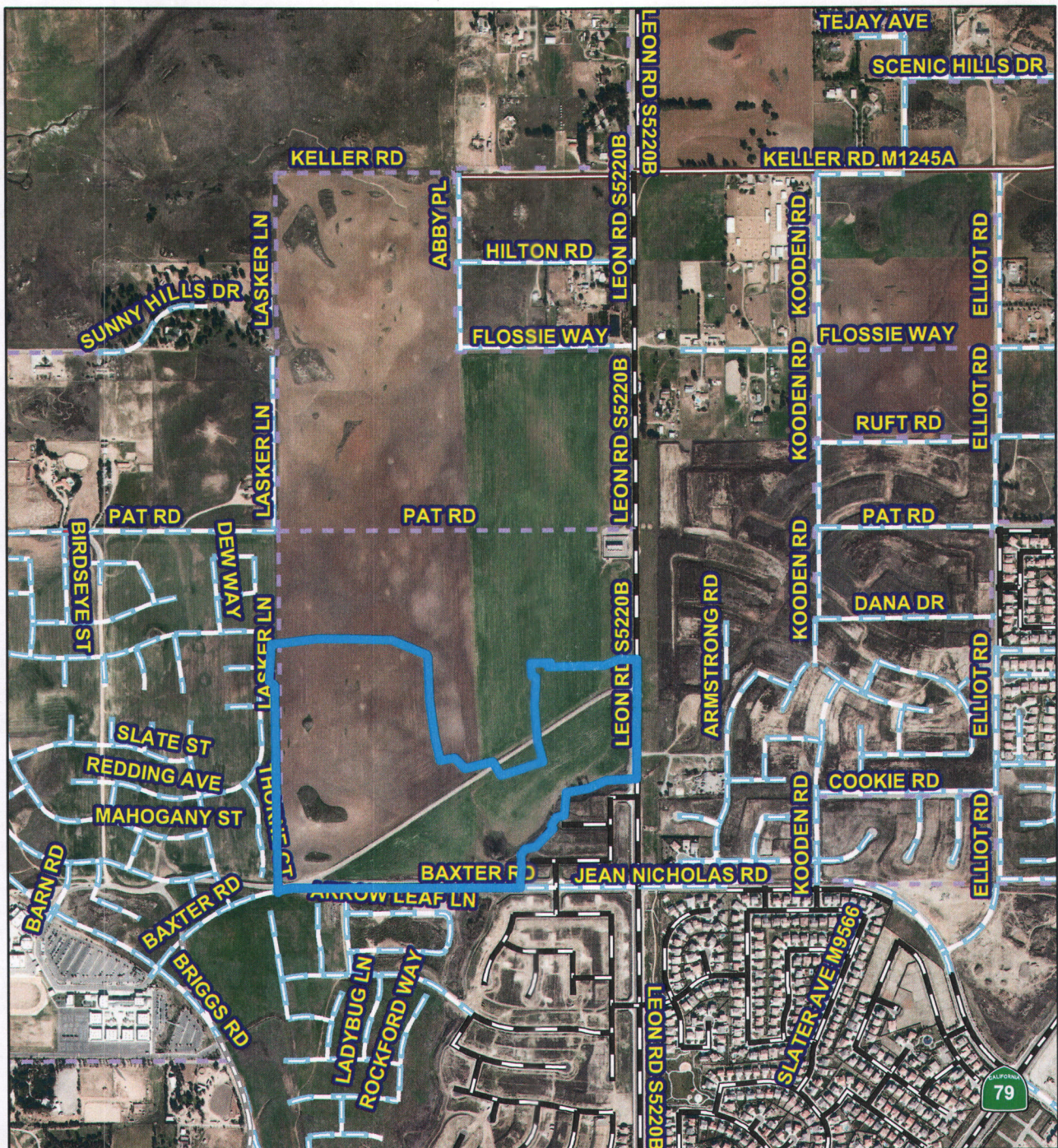
Government Code Section 66458 directs the Board of Supervisors to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.

Riverside Mitland 03, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Continental Casualty Company are as follows:

\$9,706,000 - Bond # 929470117 for the completion of street improvements
\$725,000 - Bond # 929470117 for the completion of the water system
\$767,500 - Bond # 929470117 for the completion of the sewer system
\$315,600 - Bond # 929470128 for the completion of the monumentation

ATTACHMENTS:

Vicinity Map
Road/Drainage Improvement Agreement
Water System Improvement Agreement
Sewer System Improvement Agreement
Monumentation Agreement
Mylars



NOT TO SCALE

VICINITY MAP

TRACT MAP 32290-1

SEC. 30, TWP. 6S., RNG. 2W.

Supervisory District: 3

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32290-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Nine million seven hundred six thousand and no/100 Dollars (\$9,706,000.00)**.

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

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

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

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

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

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

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

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

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

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

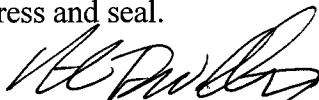
County

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

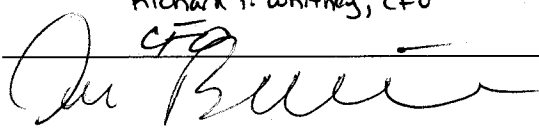
Contractor

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

By 
Richard T. Whitney, CFO

Title CFO

By 

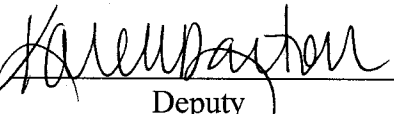
Title David E. Bartlett, Vice President

COUNTY OF RIVERSIDE

By 
JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 09/29/09

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange }

On August 13, 2016 before me, Anne Marie Aschieris, Notary Public,
(Here insert name and title of the officer)

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

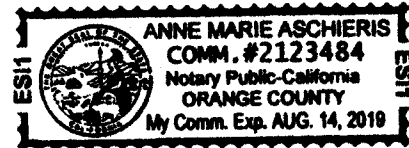
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anne Marie Aschieris

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 32290-1, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Seven hundred twenty-five thousand and no/100 Dollars (\$725,000.00).

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

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

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

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

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

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

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

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

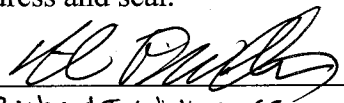
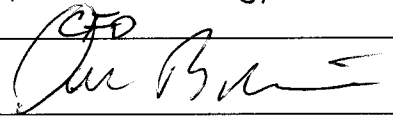
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

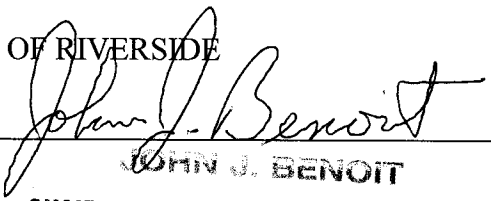
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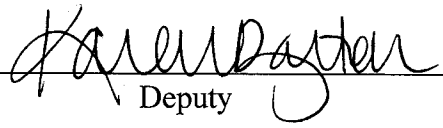
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

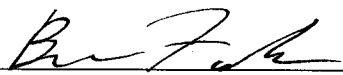
Contractor
Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

By 
Richard T. Whitney, CFO
Title CFO
By 
Title David E. Bartlett, Vice President

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

ATTEST:
KECIA HARPER-IHEM,
Clerk of the Board
By 
Deputy

APPROVED AS TO FORM
County Counsel
By 

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On August 18, 2016 before me, Anne Marie Aschieris, ^{Notary Public}
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Anne Marie Aschieris

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 32290-1, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Seven hundred sixty-seven thousand five hundred and no/100 Dollars (\$767,500.00).

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

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

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

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

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

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

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

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

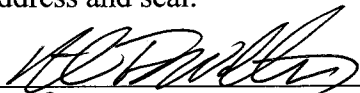
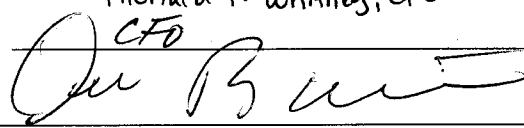
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

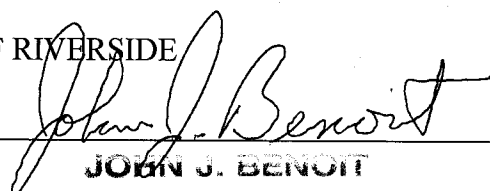
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

Contractor
Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

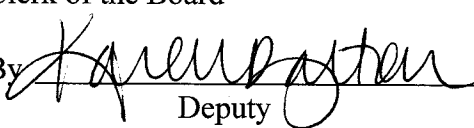
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 
Richard T. Whitney, CFO
Title CFO
By 
Title David E. Bartlett, Vice President

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

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On August 18, 2016 before me, Anne Marie Aschieris, Notary Public,
(Here insert name and title of the officer)

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

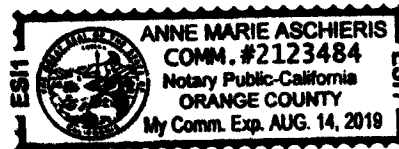
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anne Marie Aschieris

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32290-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Three hundred fifteen thousand six hundred and no/100 Dollars (\$315,600.00)**.

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

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

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

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

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

County

Contractor

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

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

By 

Richard T. Whitney, CFO

Title CFO

By 

Title David E. Bartlett, Vice President

COUNTY OF RIVERSIDE

By 

JOHN J. BENOIT

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On August 18, 2010 before me, Anne Marie Aschieris, ^{Notary}
(Here insert name and title of the officer) Public

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

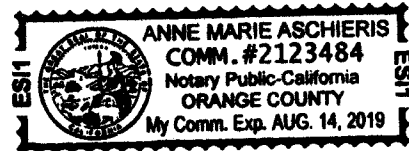
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anne Marie Aschieris

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**RECORDING REQUESTED BY:
WHEN RECORDED, MAIL TO:**

RIVERSIDE MITLAND 03, LLC
c/o Brookfield Residential
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Attn: Mr. Shaun Bowen

(Space above for Recorder's Use)

**Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation of Easements
for
Spencer's Crossing
(Tract No. 32290-1)**

**Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation of Easements
for
Spencer's Crossing
(Tract No. 32290-1)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPENCER'S CROSSING ("Supplemental Declaration") is made on the date written below by **RIVERSIDE MITLAND 03, LLC**, a Delaware limited liability company ("**Master Declarant**"). Capitalized terms that are not defined in this Supplemental Declaration are given the same meanings as in the Master Declaration defined in Preamble Paragraph B below. This Supplemental Declaration shall be interpreted according to the rules established in the Master Declaration, which is incorporated in this Supplemental Declaration by this reference.

PREAMBLE:

A. Master Declarant is record owner of certain real property in the unincorporated territory of Riverside County, California, described as follows:

Lots 1 to 234, inclusive, of Tract No. 32290-1, as shown on a map filed in Book _____, at Pages _____, inclusive, of Maps, in the Office of the Riverside County Recorder;

collectively, the "**Added Property**."

B. The Added Property is part of the Annexable Property defined in Section 1.1.2 of the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Spencer's Crossing, which was re-recorded on July 31, 2007, as Instrument No. 2007-0495980, in the Official Records of Riverside County, California (as amended or restated, collectively, the "**Master Declaration**").

C. Master Declarant is the successor "Master Declarant" as defined in Section 1.1.25 of the Master Declaration by virtue of that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Assignment and Assumption of Master Declarant Rights, which was recorded on May 28, 2009, as Document No. 2009-0268560 of Official Records of Riverside County, California.

D. This Supplemental Declaration is a "Notice of Annexation," as that term is defined in Section 1.1.33 of the Master Declaration and a "Supplemental Declaration" as that term is defined in Section 1.1.43 of the Master Declaration.

THEREFORE, Master Declarant declares as follows:

1. **Annexation.** Master Declarant declares that the Added Property is annexed to and made a part of the Community subject to the Master Declaration. The comprehensive plan for the Community is extended to the Added Property. The Added Property shall be used, improved, encumbered and transferred subject to this Supplemental Declaration, the Articles, the Bylaws and the Master Declaration.

2. **Phase.** The Added Property is not a Phase, as defined in the Master Declaration. Master Declarant or a Neighborhood Builder (as defined in the Master Declaration) shall establish one or more Phases in the Added Property by describing each Phase in a Final Subdivision Public Report issued by the California Bureau of Real Estate. Therefore, notwithstanding the depiction or description in this Supplemental Declaration of any Master Common Area (as defined in Section 1.1.24 of the Master Declaration), Master Association maintenance of Master Common Area in a particular Phase of the Added Property shall not commence until the commencement of annual assessments in the Phase containing the Master Common Area. Master Declarant or a Neighborhood Builder, as applicable, shall maintain the Master Common Area in each Phase prior to the commencement of annual assessments and Master Association maintenance in the Phase.

3. **Land Classifications and Restrictions.**

3.1. **Lots.** Lots 1 to 212, inclusive, of Tract No. 32290-1 are designated as Lots as defined in Section 1.1.22 of the Master Declaration. All Owners of Lots in the Added Property shall automatically become Members of the Master Association.

3.2. **Master Common Area.** The Master Common Area in the Added Property includes the following:

(a) Fee-Owned Master Common Area Parcels. Lots 213 to 234, inclusive, of Tract No. 32290-1 shall be conveyed in fee to the Master Association all in accordance with the phasing plan reviewed by the California Bureau of Real Estate. The Master Common Area parcels are described in more detail on **Exhibit A**.

(b) Landscape Easement Areas. The Landscape Easement Areas (as defined in Section 1.1.19 of the Master Declaration) in the Added Property are approximately shown on **Exhibit B**. Owners are prohibited from interfering with the irrigation systems in the Landscape Easement Area parkways, and from modifying, adding to, or removing plant materials from the Landscape Easement Area parkways.

(c) LMD Areas. The LMD Areas (as defined in Section 1.1.21 of the Master Declaration) in the Added Property consist of open space and the landscaping on the slope and bottom of the storm water basin (but not the operational components of the basin discussed below), all located on Master Common Area Lots 213 to 234, inclusive, as approximately shown on **Exhibit C-1** and public trails and a basin access road, all located in portions of the Master Common Area open space as approximately shown on **Exhibit C-2**, all of which will be performed by Valley-Wide Recreation & Park District. It is anticipated that the County will form a Community

Facilities District to accept responsibility for maintenance of the operational components of the storm water basin on Lot 231, including performing and maintaining any post-construction Best Management Practices and related improvements ("**BMPs**") located in the basin in accordance with the Water Quality Management Plan for the Added Property. The Declarant shall perform such storm water basin BMP maintenance until the CFD is formed by the County and accepts responsibility for such maintenance; provided, however, that if by the date of the last Close of Escrow for sale of a Lot in the Added Property in a transaction requiring the issuance of a Final Subdivision Public Report, the County has not formed the CFD, or the CFD, if formed, has not yet accepted the maintenance of the storm water basin BMPs, then the Declarant shall have the right to assign its basin maintenance obligations to the Master Association, and the Master Association shall accept such assignment and perform such maintenance in accordance with the Water Quality Management Plan until such time as the CFD is formed and notifies the Master Association that it accepts responsibility for maintenance of the basin BMPs.

(d) Off-Site Maintenance Areas. There are no Off-Site Maintenance Areas in the Added Property.

(e) Master Association-Maintained Walls. **Exhibits D-1 through D-6** depict the approximate locations of walls that are maintained in whole or in part by the Master Association (each, a "**Community Wall**").

(1) *Community Walls Enclosing Residential Lots.* Where a Community Wall encloses a portion of a residential Lot, (as may be approximately shown on **Exhibit D-1 through D-6**), the Master Association shall be responsible for maintaining the structural components of the Community Wall (including vinyl, wood, masonry, footings, cap, pilasters) and the cosmetic appearance (including graffiti removal) of the wood, vinyl or masonry surface facing away from the residential Lot. The Owner of the Lot enclosed thereby shall be responsible for maintaining the cosmetic appearance of the surface facing the residence. Where a Community Wall includes segments of tubular steel, the Master Association shall be responsible for repair (including rust removal and paint) and replacement of the tubular steel segments in accordance with its Budget and adopted maintenance schedule. No Owner may modify, penetrate, remove, or install a gate in, any portion of the Community Wall, or attach any Improvement to a Community Wall other than a Party Wall (as defined in Article 17 of the Master Declaration).

(2) *Community Walls within Master Common Area.* Where a Community Wall is located entirely within Master Common Area or at a boundary between Master Common Area and public or private property outside the Spencer's Crossing Community (as may be approximately shown on **Exhibit D-1 through D-6**), the Master Association shall be responsible for maintaining the structural components of the Community Wall (including vinyl, wood, masonry, footings, cap, pilasters), all portions of any tubular steel segments, and the cosmetic appearance (including graffiti removal) of the wood, vinyl or masonry surface facing toward the Master Common Area. The Master Association shall also be responsible for the

cosmetic appearance (including graffiti removal) of the surface facing away from the Master Common Area to the extent such surface is physically and legally accessible to the Master Association's maintenance personnel.

3.3. **Water Use Restrictions.** In accordance with California Civil Code Section 4730, the general landscape maintenance requirements stated above and those in the Master Declaration (whether applicable to Owners or to the Master Association) shall be interpreted, performed and enforced in accordance with governmental water conservation measures then in effect, whether they are imposed by court decision, or by the state, the County, the City or the water district, and whether they are in the form of executive order, statute, regulation or district water conservation ordinance. Water conservation measures may be temporary or permanent, and they may include, among other things, limits on watering hours and duration, outright prohibition of landscape watering, irrigation system design requirements, and restrictions on certain plant species.

4. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Added Property with respect to assessments are as set forth in the Master Declaration. Annual assessments shall be levied on a Phase-by-Phase basis against the Lots in the Added Property in the amounts set forth in the Budget, all in accordance with Section 6.8 of the Master Declaration. Thereafter, as annual assessments commence with respect to each subsequent Phase, annual assessments shall be adjusted in accordance with the combined Budget of the Master Association approved by the Board and subject to the limits imposed by the maximum range of annual assessments disclosed in all previous Final Subdivision Public Reports for the Community.

5. **Future Development.** Substantial Master Common Area may be conveyed to the Master Association in future Phases. Any such conveyance shall be in accordance with the development plan for the Community and consistent with filings then submitted to the California Bureau of Real Estate. Each Owner by accepting title to a Lot consents to any increase in annual assessments resulting from conveyance of Master Common Area.

6. **Maintenance of Private Drainage Facilities.** In accordance with Section 11.3 of the Master Declaration, the Master Association shall maintain all privately owned drainage facilities (including structural best management practices) in the Master Common Area of the Added Property. Such maintenance shall include inspection and, if required, cleaning no later than October 15 each year.

7. **Amendment, Effect and De-Annexation.** Unless amended or terminated as provided in this Supplemental Declaration, the provisions of this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

7.1. **By Master Declarant.** Until the first conveyance of a Lot in the Added Property to an Owner, this Supplemental Declaration may be amended or

terminated by a written instrument executed and recorded by Master Declarant. After the first conveyance of a Lot in the Added Property to an Owner, this Supplemental Declaration may be amended by Master Declarant so long as Master Declarant owns a Lot in the Added Property to (a) correct typographical errors or omissions in this Supplemental Declaration (including missing or erroneous exhibits), (b) conform to the requirements of VA, FHA, Fannie Mae, Ginnie Mae, Freddie Mac, the California Bureau of Real Estate or any federal, state or local governmental agency, (c) conform to applicable law, and (d) conform any Exhibit to the as-built location or type of improvements.

7.2. **By the Board of Directors.** The Board of Directors also may amend this Supplemental Declaration at any time to (a) correct typographical errors or omissions (including missing or erroneous exhibits), (b) conform to the requirements of applicable law, and (c) conform any Exhibit to the as-built location or type of improvements. So long as Master Declarant owns any portion of the Community or Annexable Property, any amendment to this Supplemental Declaration adopted by the Board of Directors also must be approved by Master Declarant.

7.3. **De-Annexation.** The Added Property may be de-annexed from the Community and this Supplemental Declaration by complying with the procedure for de-annexing property from coverage of the Master Declaration as set forth in Section 16.5 of the Master Declaration.

7.4. **Written Approval by County.** Except for amendments to correct typographical errors, any amendments to this Supplemental Declaration by Master Declarant or the Board of Directors require the written approval of the County of Riverside Planning Director. Any de-annexation of the Added Property requires the written approval of the County of Riverside Planning Director.

8. **Equitable Servitudes and Covenants Appurtenant.** This Supplemental Declaration and the Master Declaration are imposed as equitable servitudes upon the Added Property and each Lot therein, as a servient tenement, for the benefit of each and every other Lot within the Community and the Master Common Area, as the dominant tenements. The covenants, conditions and restrictions of this Supplemental Declaration and the Master Declaration shall run with, and shall inure to the benefit of and shall be binding on, all of the Added Property, and shall be binding on and inure to the benefit of all persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Added Property, and their successive owners and assigns.

9. **County-Required Provisions.** This Section 9 is added to this Supplemental Declaration to satisfy Condition of Approval 50. Planning. 31, for Tract No. 32290-1. When the term "**common area**" is used in this Section 9, it means Master Common Area. When the term "**Declaration**" is used in this Section 9, it means this Supplemental Declaration. When the term "**Master Association Rules and Regulations**" is used in this Section 9, it means the Rules and Regulations.

9.1. Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

(a) The Master Association established in the Master Declaration shall manage and continuously maintain the common area more particularly described in **Exhibit A** attached hereto, and shall not sell or transfer the common area or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

(b) The Master Association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such common area, and shall have the right to lien the property of any such owner who defaults in the payment of the maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

(c) This Declaration shall not be terminated, substantially amended, or property de-annexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "**substantial**" if it affects the extent, usage or maintenance of the common area established pursuant to the Declaration.

(d) In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the Master Association Rules and Regulations, if any, this Declaration shall control.

10. **Term of Master Declaration.** The provisions of the Master Declaration shall run with the land and bind the Community and Added Property and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any Lot subject to the Master Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date the Master Declaration is recorded, after which time the provisions of the Master Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-six and two-thirds (66 2/3%) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date.

11. **Airport Influence Area Notice.** The Added Property is located in the vicinity of airports, within what is known as an "airport influence area" in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses, as determined by an airport land use commission. The following disclosure is given as required by California Civil Code Section 4255:

NOTICE OF AIRPORT IN VICINITY. Your home is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, your

home may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the home before you complete your purchase and determine whether they are acceptable to you.

12. **Counterparts.** This Supplemental Declaration may be executed in multiple counterparts, each of which, when taken together, shall constitute a fully executed original.

[SIGNATURES ON FOLLOWING PAGES]

**[SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
SPENCER'S CROSSING (TRACT NO. 32290-1)**

DATED: 8/2/16

MASTER DECLARANT:

RIVERSIDE MITLAND 03, LLC,
a Delaware limited liability company

By: [Signature]

Print Name: Adrian P. Foley

Title: President

By: [Signature]

Print Name: William B. Seith

Title: Secretary

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 Orange

On August 2, 2016, before me, Meagan Knecht, Notary Public
(here insert name and title of the officer)

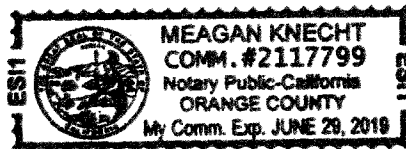
personally appeared Adrian P. Foley & William B. Seith

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

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

WITNESS my hand and official seal.

[Signature]
Signature



(Seal)

EXHIBIT A
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing

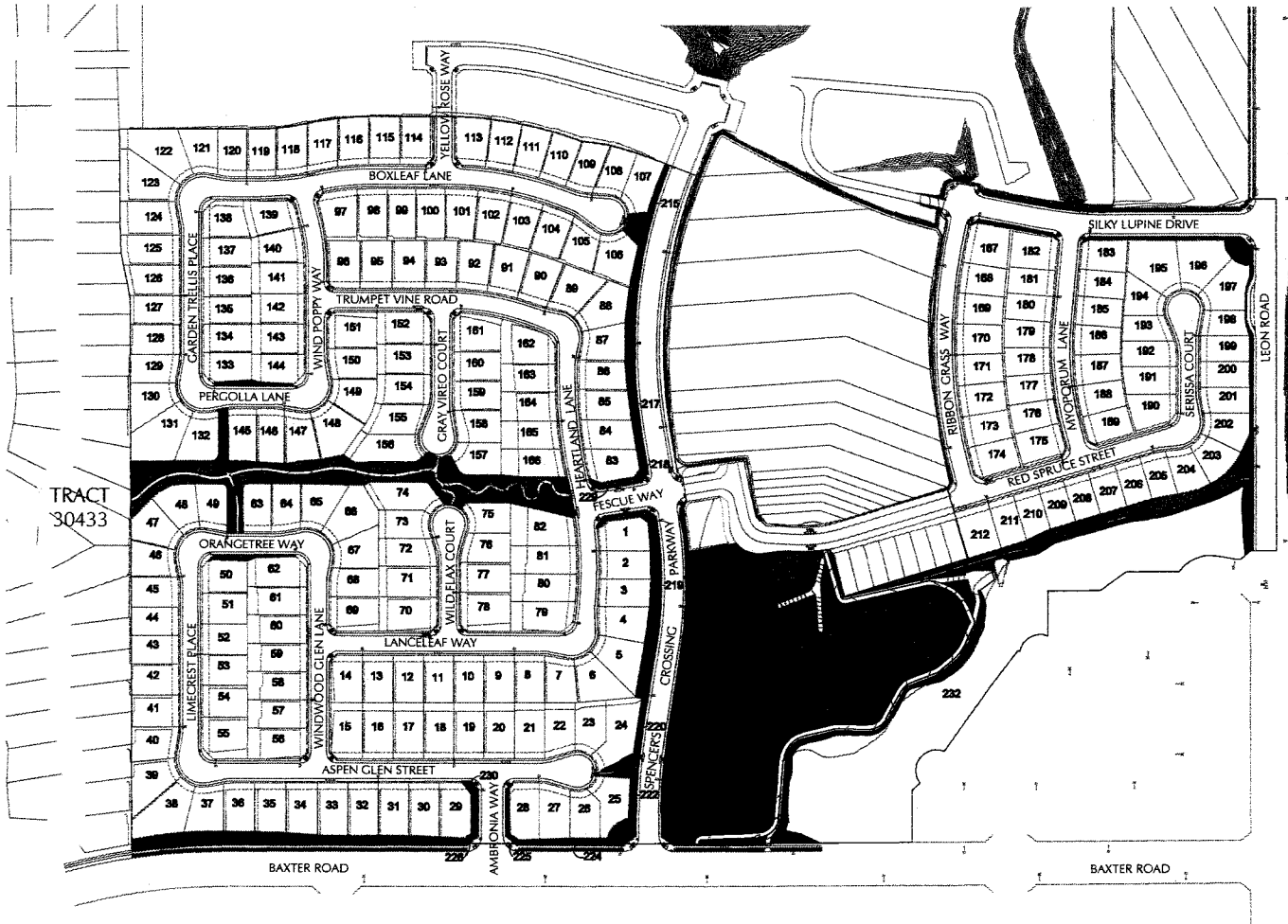
MASTER COMMON AREA PARCELS IN THE ADDED PROPERTY

All that real property located in the unincorporated territory of Riverside County, California, described as follows:

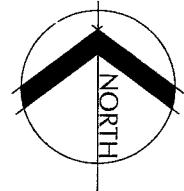
Lots 213 to 234, inclusive, of Tract No. 32290-1, as shown on a map filed in Book _____, at Pages _____, inclusive, of Maps, in the Office of the Riverside County Recorder.

Map 61610

EXHIBIT 'A'
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
SPENCER'S CROSSING TRACT #32290-1



Master Common Area
 Parcels



- NOTES:
1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
 2. ALL DIMENSIONS ARE APPROXIMATE.
 3. AS BUILT CONDITIONS SHALL CONTROL.

06/07/16

EXHIBIT B
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing

**LANDSCAPE EASEMENT AREAS ON RESIDENTIAL LOTS IN THE ADDED
PROPERTY**

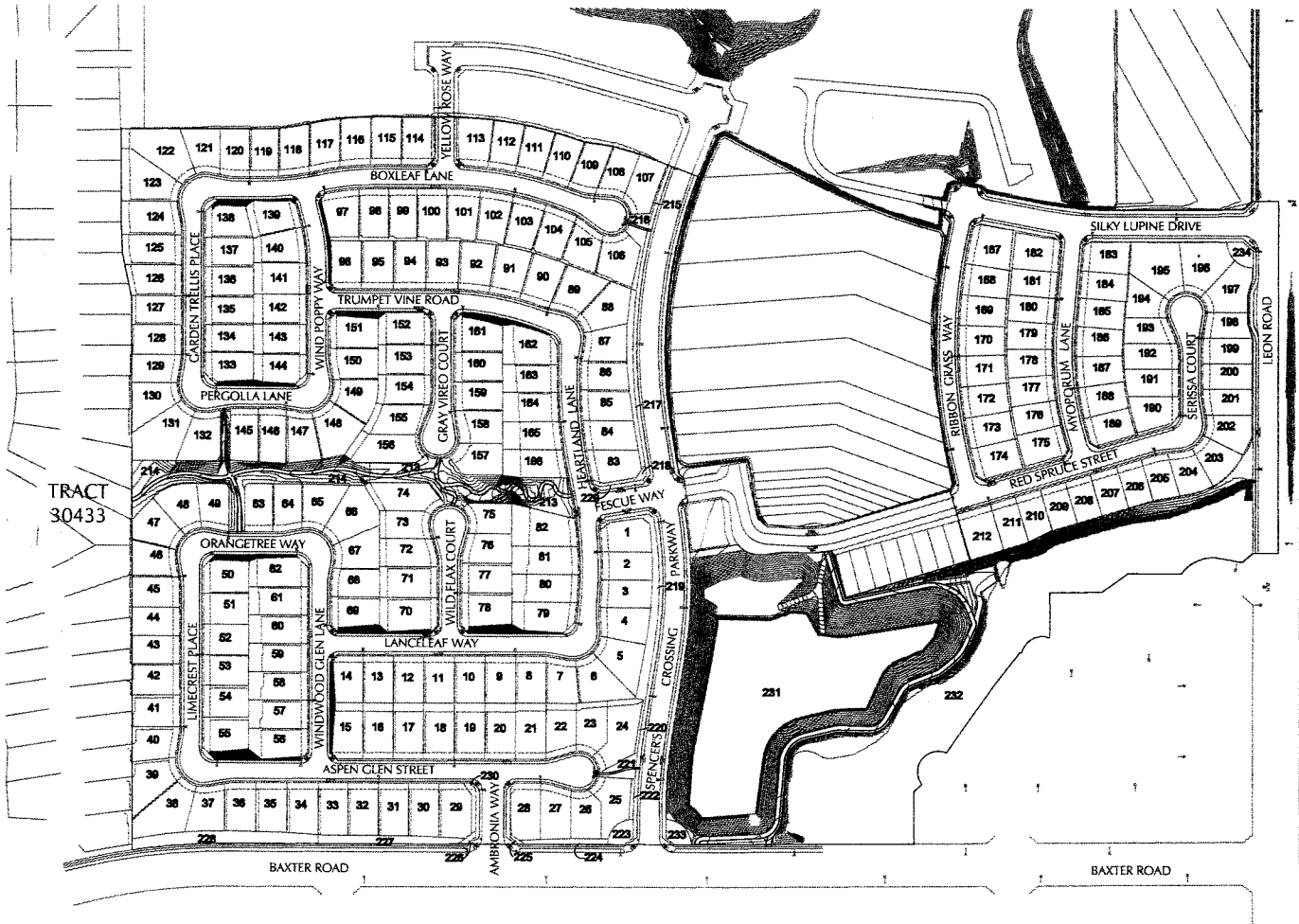
EXHIBIT 'B'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

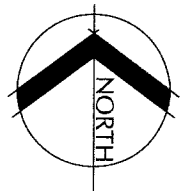
LANDSCAPE EASEMENT AREAS IN THE ADDED PROPERTY (SIDEYARD AREAS ON RESIDENTIAL LOTS)



LANDSCAPE EASEMENT AREAS
MASTER ASSOCIATION MAINTAINED
SIDEYARD AREAS

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/24/16

**EXHIBIT C-1 to C-2
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing**

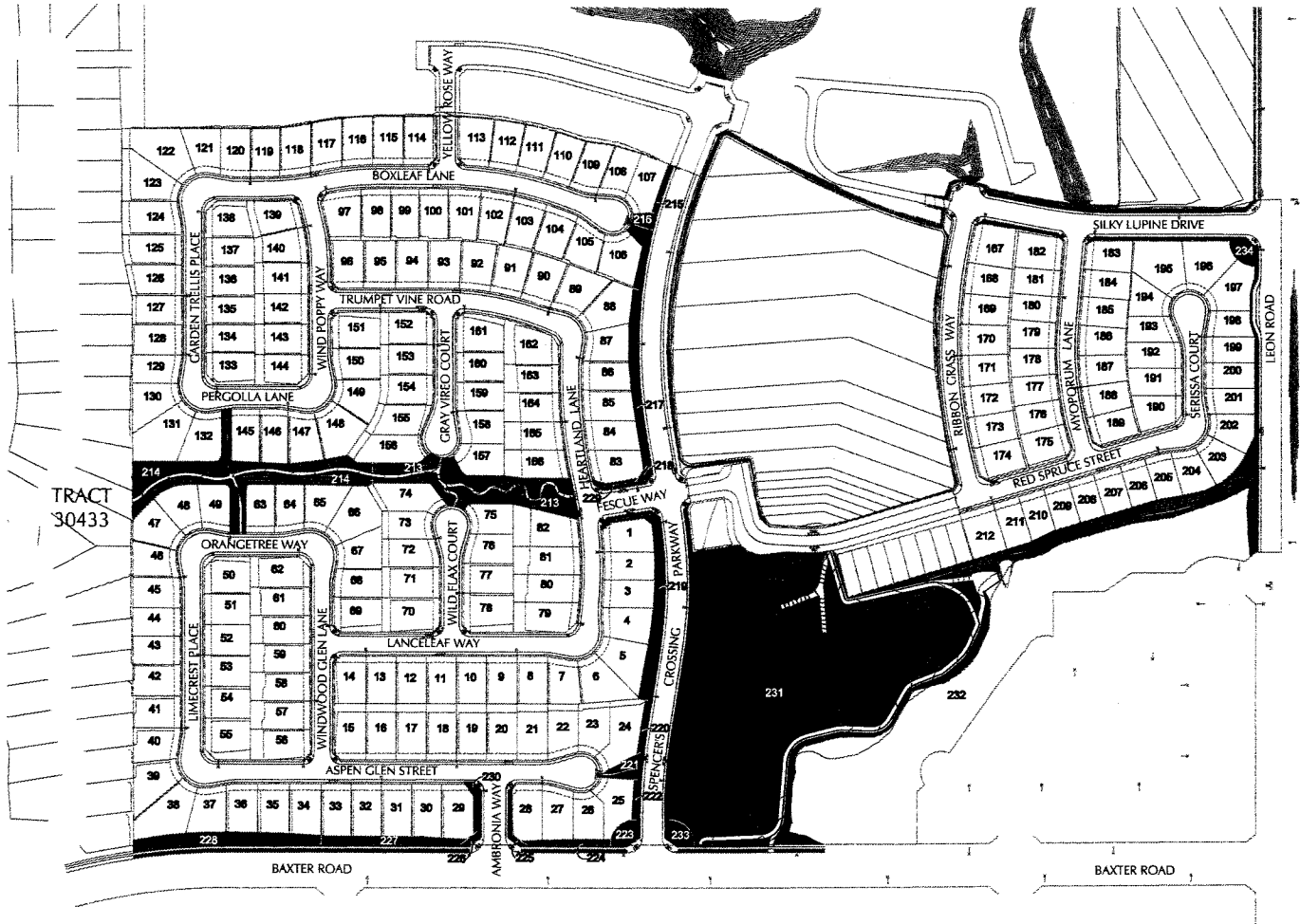
**LMD AREAS IN THE ADDED PROPERTY
(MASTER COMMON AREA OPEN SPACE, PUBLIC TRAILS AND BASIN ACCESS
ROAD MAINTAINED BY VALLEY-WIDE)**

EXHIBIT 'C-1'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR

SPENCER'S CROSSING TRACT #32290-1

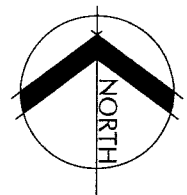
LMD AREAS IN THE ADDED PROPERTY
(MASTER COMMON AREA OPEN SPACE MAINTAINED BY VALLEY WIDE)



MASTER COMMON AREA OPEN
SPACE AREAS LANDSCAPING
MAINTAINED BY VALLEY-WIDE
RECREATION AND PARK DISTRICT

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/28/16

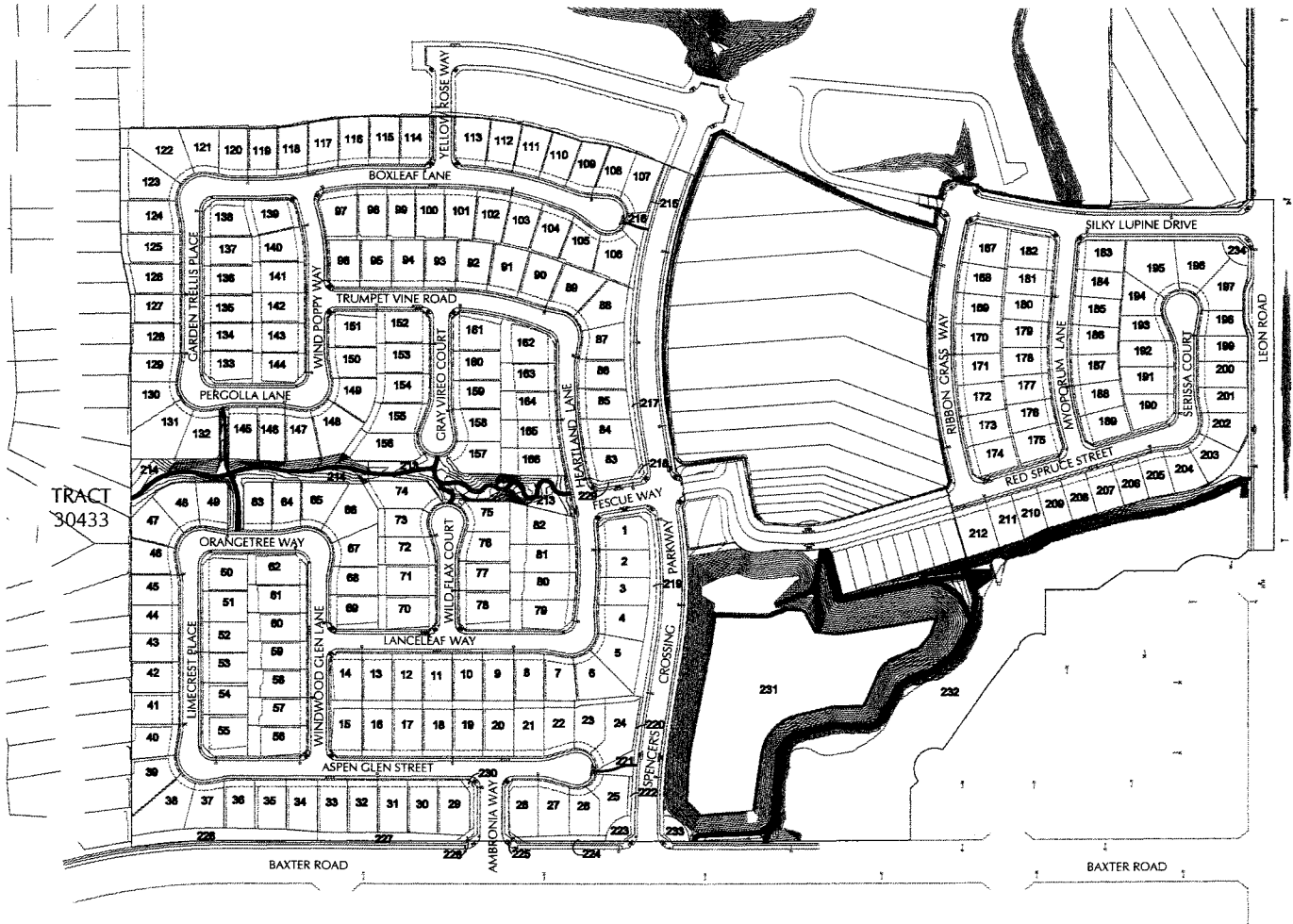
EXHIBIT 'C-2'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

LMD AREAS IN THE ADDED PROPERTY
(PUBLIC TRAILS AND BASIN ACCESS ROAD MAINTAINED
BY VALLEY-WIDE IN THE MASTER COMMON AREA)



NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.

06/13/16

**EXHIBIT D-1 to D-6
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing**

**MASTER ASSOCIATION-MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)**

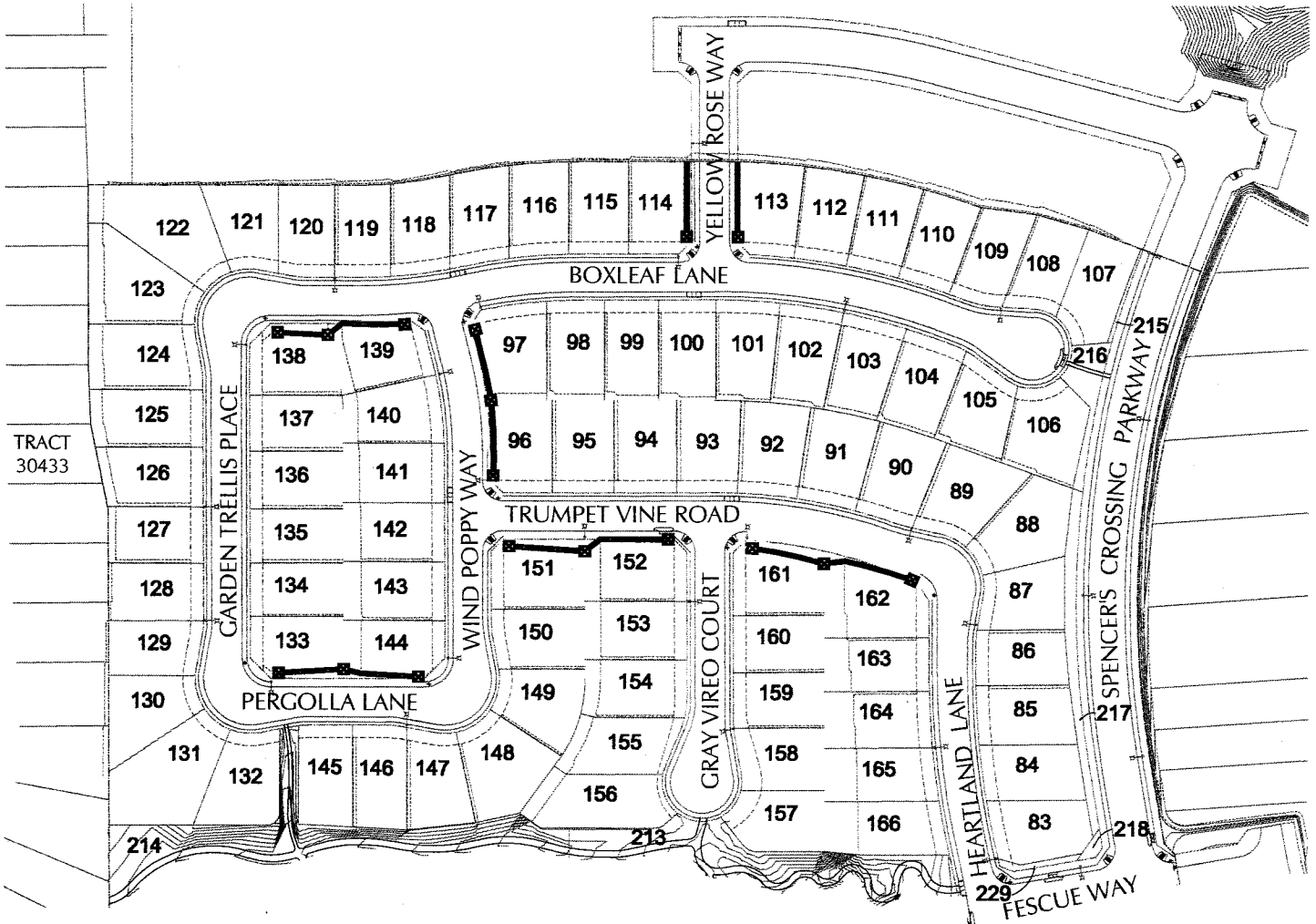
EXHIBIT 'D1'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY (COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)

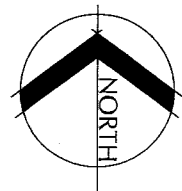


WALL LEGEND

- MASONRY PILASTER
- MASONRY WALL

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/13/16

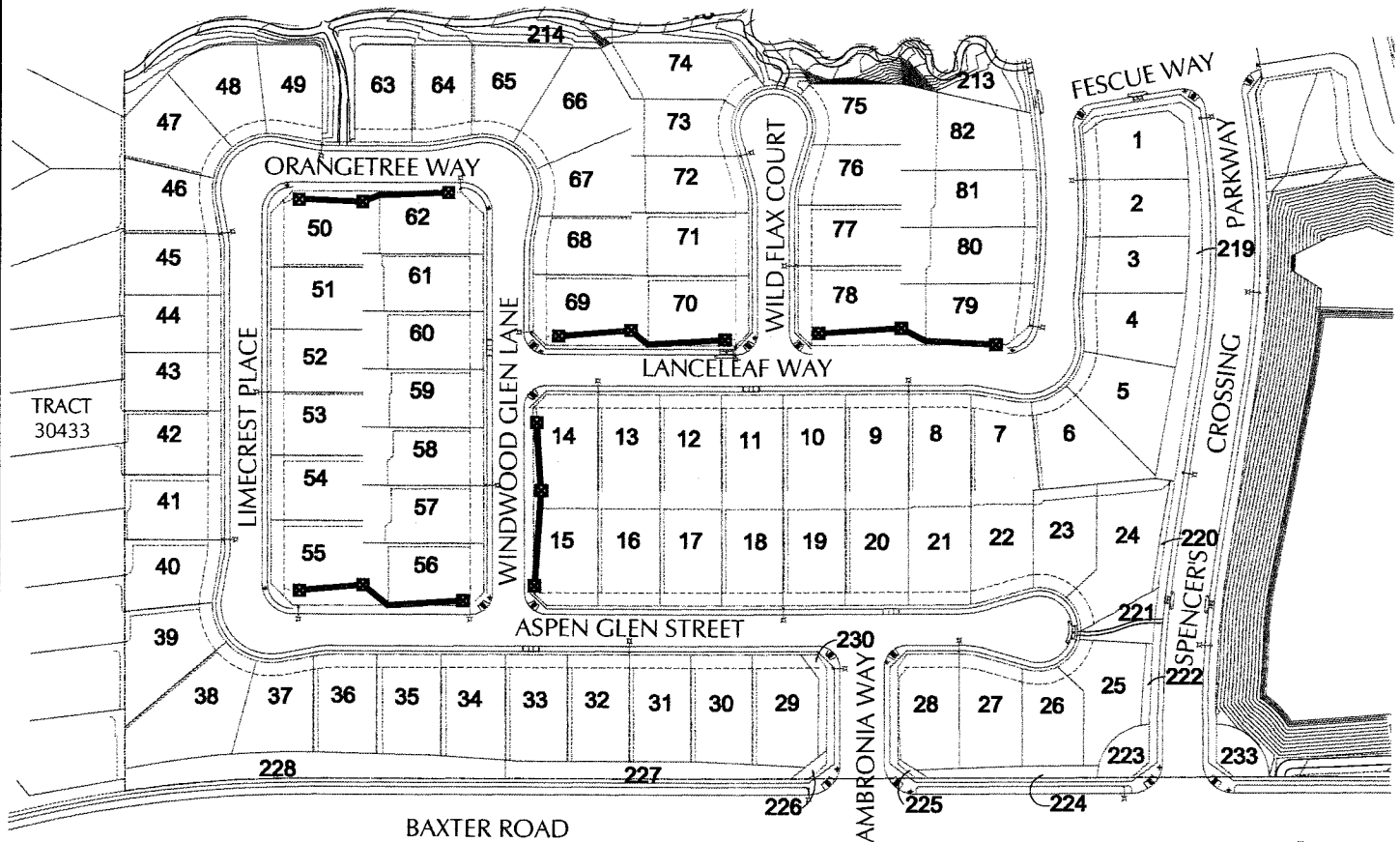
EXHIBIT 'D2'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY (COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)



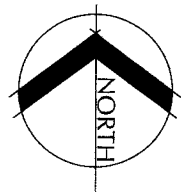
WALL LEGEND

☒ MASONRY PILASTER

— MASONRY WALL

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/13/16

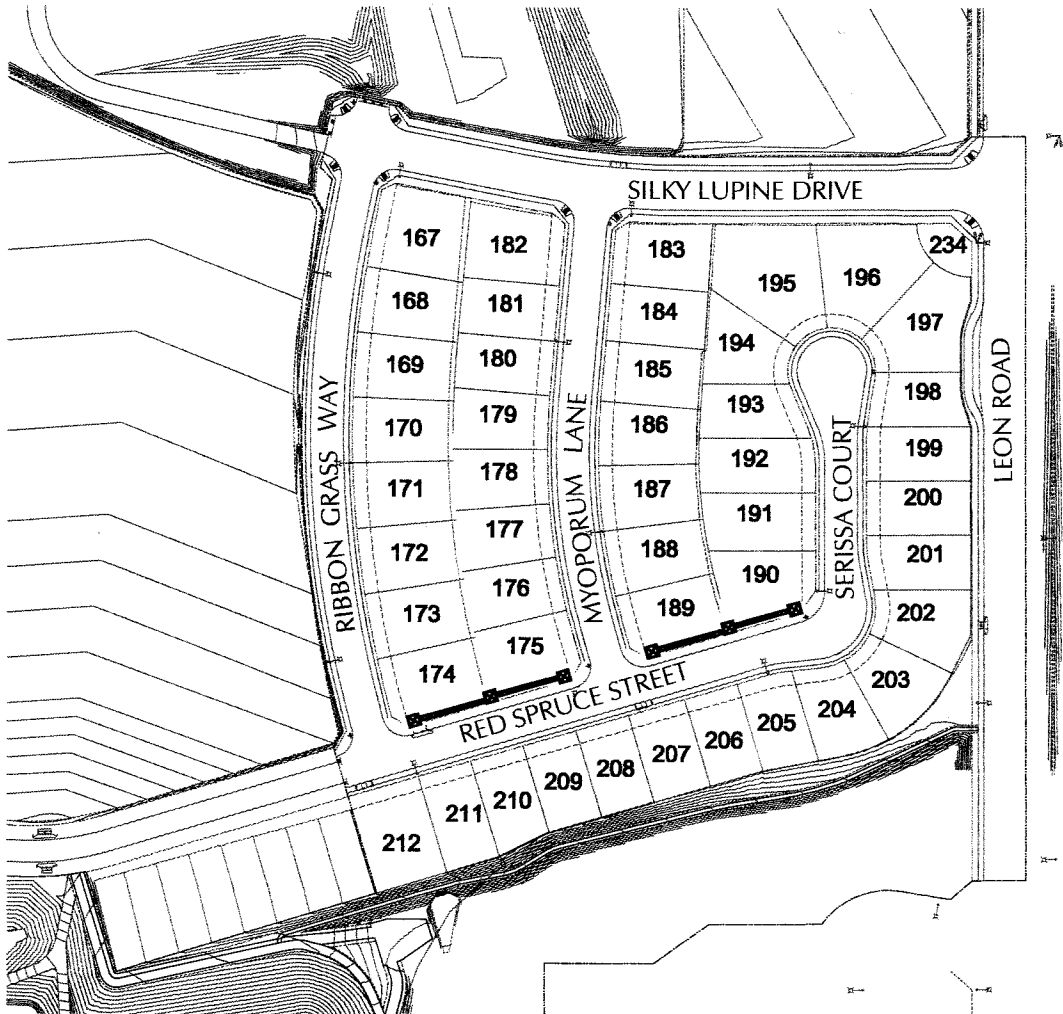
EXHIBIT 'D3'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)

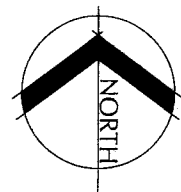


WALL LEGEND

- ☒ MASONRY PILASTER
- MASONRY WALL

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/13/16

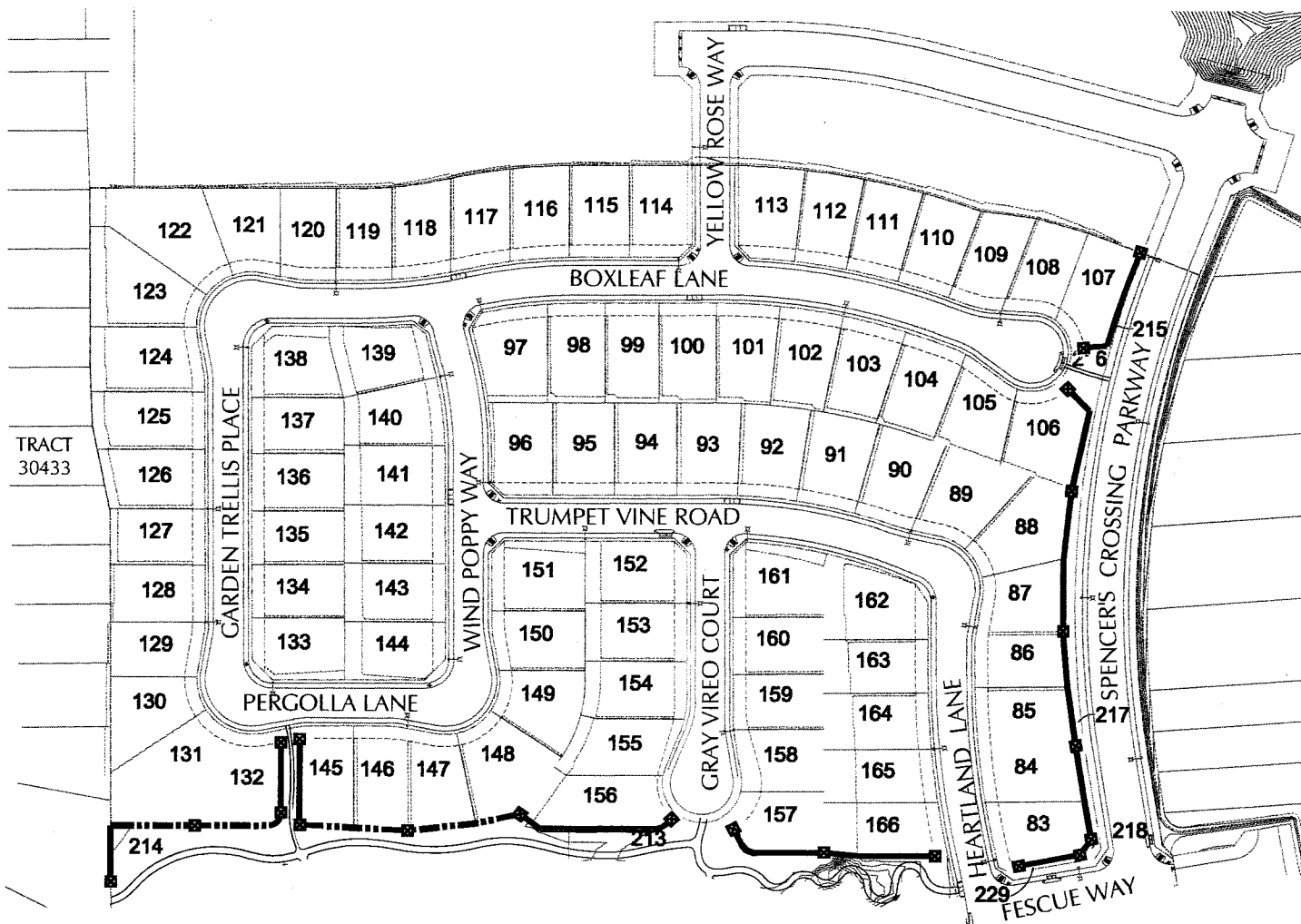
EXHIBIT 'D-4'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS IN MASTER COMMON AREA)

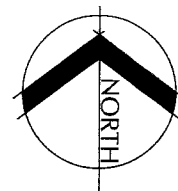


WALL LEGEND

- ☒ MASONRY PILASTER
- MASONRY WALL
- - - - - TUBULAR STEEL FENCE
- . - . - . COMBO WALL & TUBULAR STEEL FENCE

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/13/16

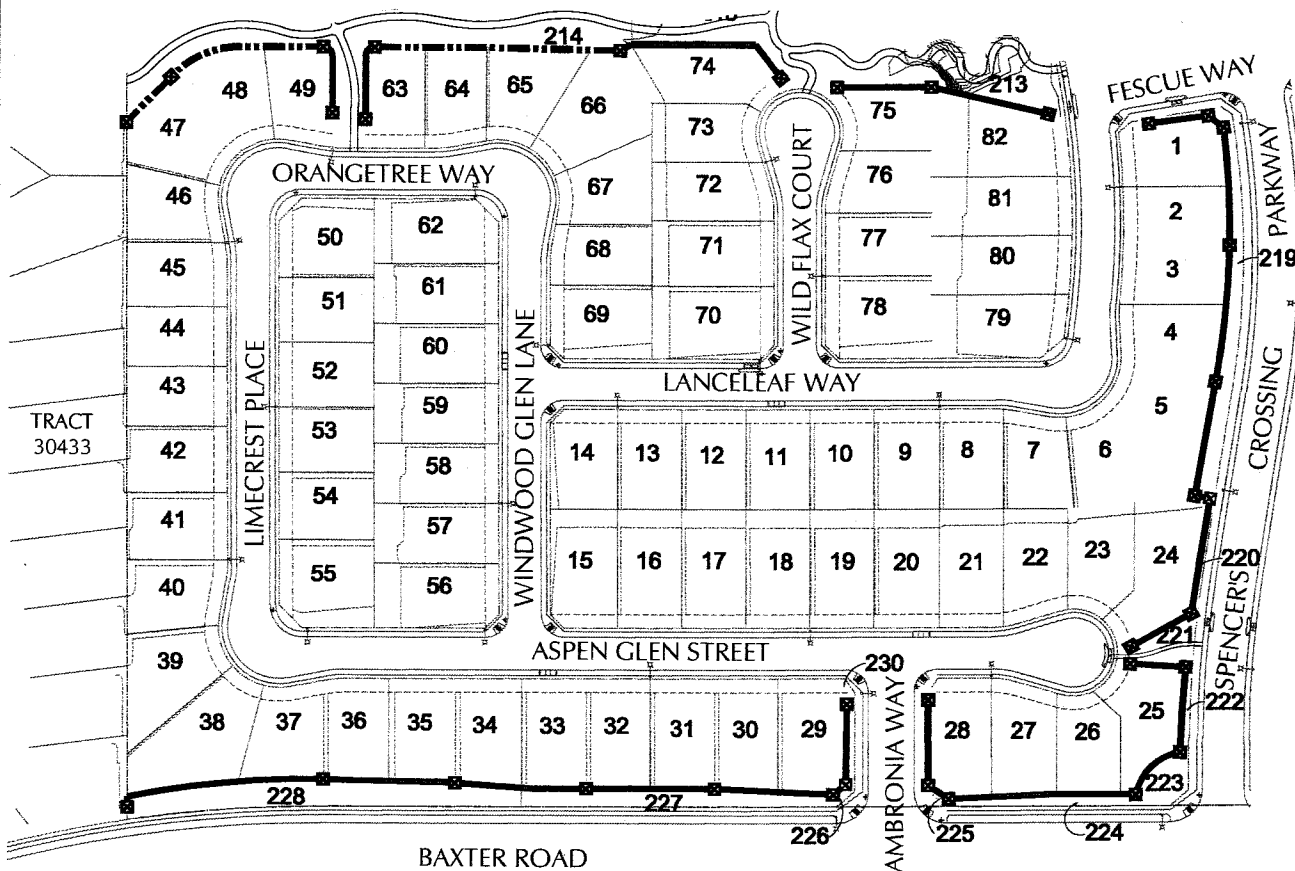
EXHIBIT 'D-5'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS




FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS IN MASTER COMMON AREA)

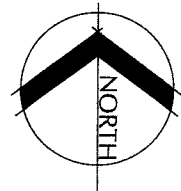


WALL LEGEND

-  MASONRY PILASTER
-  MASONRY WALL
-  COMBO WALL & TUBULAR STEEL FENCE

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



06/13/16

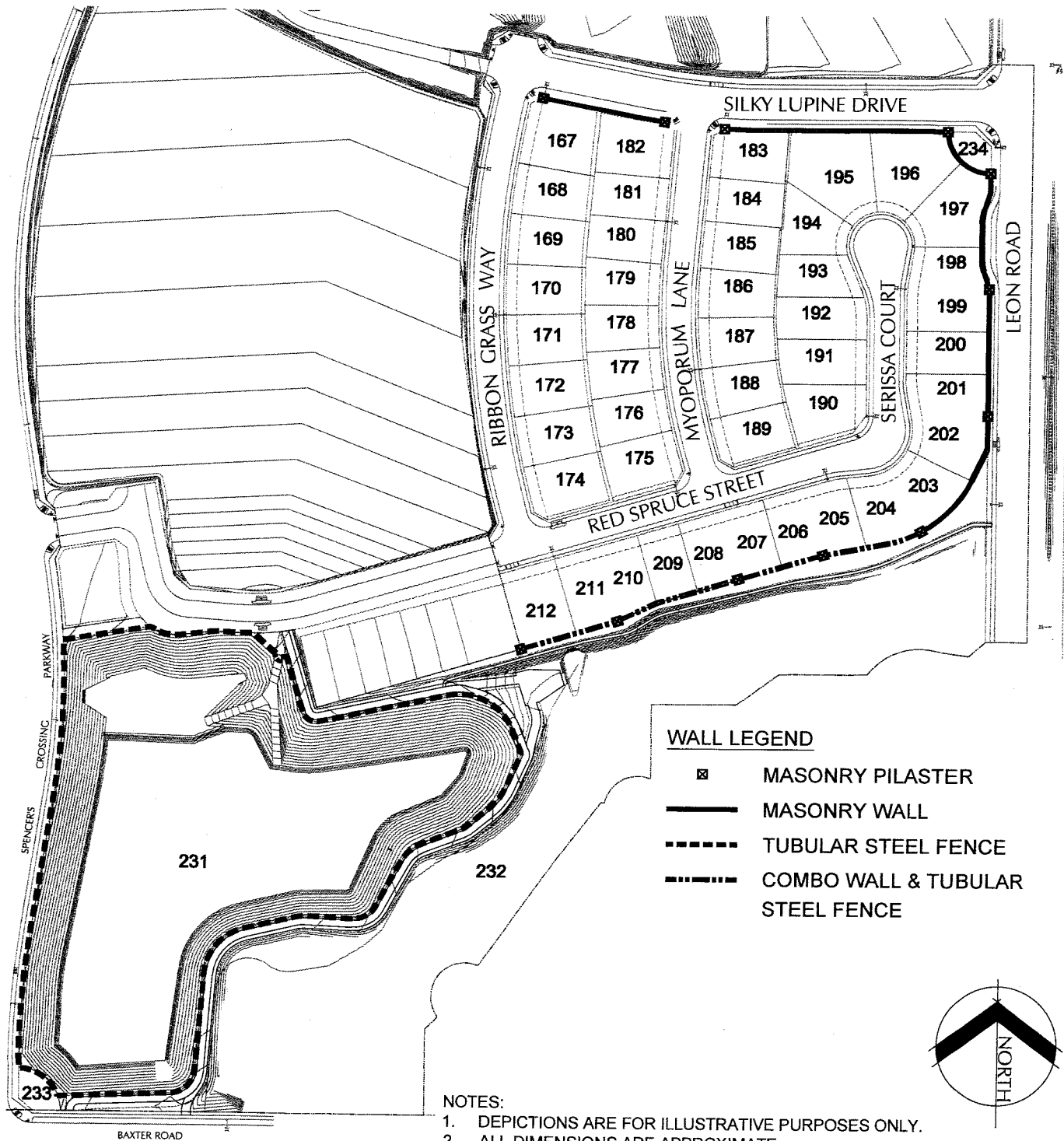
EXHIBIT 'D-6'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

SPENCER'S CROSSING TRACT #32290-1

MASTER ASSOCIATION MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS IN MASTER COMMON AREA)



06/13/16