

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



ITEM
2.16
(ID # 4093)

MEETING DATE:

Tuesday, May 23, 2017

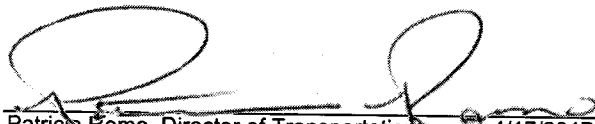
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36546-2, a Schedule "A" Subdivision in the French Valley Area. 3rd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 36546-2 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 Tract Map 36546-2.

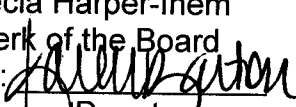
ACTION: Consent


Patricia Romo, Director of Transportation 4/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

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: Applicant fees 100%. No general funds will be used.			Budget Adjustment:	N/A
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 36546 was approved by the Board of Supervisors on July 21, 2015 as Agenda Item 16-2. Tract Map 36546-2 will be the second (2nd) phase out of a total of four (4) phases. Tract map 36546-1 has already been recorded. Tract maps 36546-3 and 36546 are the third and fourth phases and appear as separate items on this agenda. Tract map 36546-2 is a 19.46 acre subdivision that is creating 67 residential lots and two (2) open space lots and two (2) park lots 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.

Presidio Cornerstone FV, 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 SureTec Insurance Company are as follows:

- \$1,051,000 - Bond # 4403636 for the completion of street improvements
- \$142,000 - Bond # 4403636 for the completion of the water system
- \$115,000 - Bond # 4403636 for the completion of the sewer system
- \$149,100 - Bond # 4403637 for the completion of the monumentation

Impact on Residents and Businesses:

N/A

Additional Fiscal Information:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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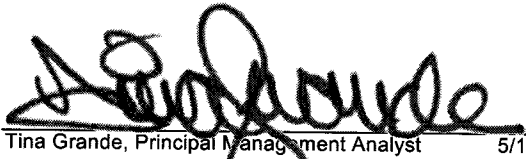
All fees paid by the applicant. There is no general fund obligation.

Contract History and Price Reasonableness:

N/A

ATTACHMENTS:

TR 36546-2 Vicinity Map
Road/Drainage Improvement Agreement
Water System Improvement Agreement
Sewer System Improvement Agreement
Monumentation Agreement
TR 36546-2 Mylars



Tina Grande, Principal Management Analyst

5/16/2017



Gregory V. Priamos, Director County Counsel

4/28/2017



NOT TO SCALE

VICINITY MAP
TRACT MAP 36546-2
SEC. 18, TWP. 7S., RNG. 2W.
Supervisorial 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 Presidio Cornerstone FV, 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 36546-2**, 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 **One million fifty-one thousand and no/100 Dollars (\$1,051,000.00)**.

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:

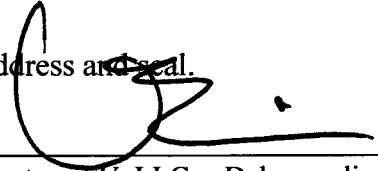
County

Contractor

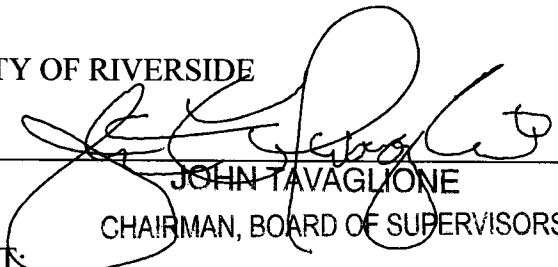
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Presidio Cornerstone FV, LLC
4365 Executive Dr., Suite 600
San Diego, CA 92121

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

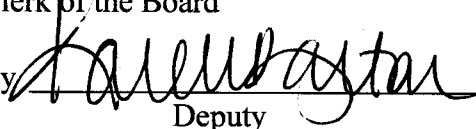
By 
Presidio Cornerstone FV, LLC, a Delaware limited liability company
By: Cornerstone Communities, LLC, its Operating Manager
By: Ure R. Kretowicz, Manager

COUNTY OF RIVERSIDE

By 
JOHN TAVAGLIONE
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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On June 7, 2016 before me, Kacey Suzanne Komloski, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ure Kretowicz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kacey Komloski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

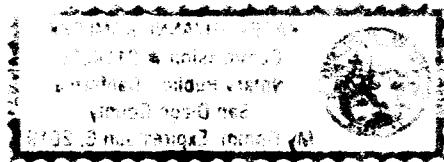
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Presidio Cornerstone FV, 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 36546-2**, 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 **One hundred forty-two thousand and no/100 Dollars (\$142,000.00)**.

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.

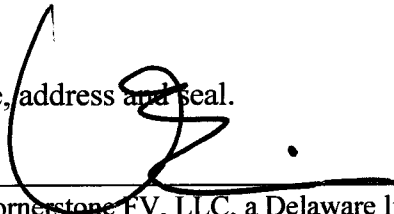
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, 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.

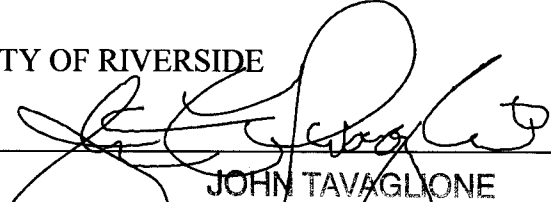
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Presidio Cornerstone FV, LLC 4365 Executive Dr., Suite 600 San Diego, CA 92121

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

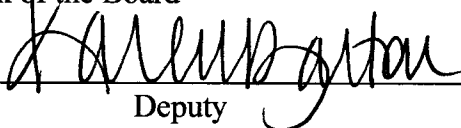
By 
Presidio Cornerstone FV, LLC, a Delaware limited liability company
By: Cornerstone Communities, LLC, its Operating Manager
By: Ure R. Kretowicz, Manager

COUNTY OF RIVERSIDE

By 
JOHN TAVAGLIONE

ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On June 7, 2016 before me, Kacey Suzanne Komloski, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ure Kretowicz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kacey Komloski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Presidio Cornerstone FV, 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 36546-2**, 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 **One hundred fifteen thousand and no/100 Dollars (\$115,000.00)**.

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 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.

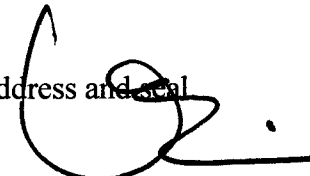
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, 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.

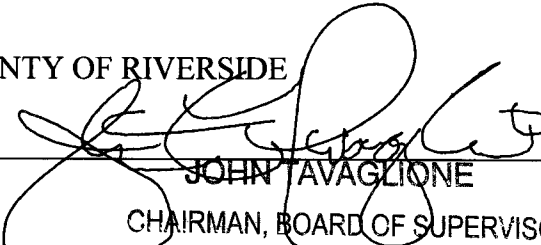
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

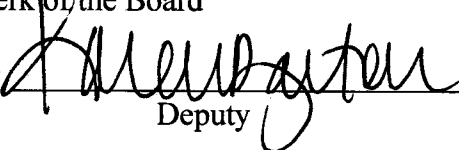
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Presidio Cornerstone FV, LLC 4365 Executive Dr., Suite 600 San Diego, CA 92121

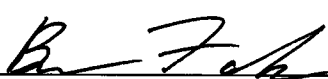
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal

By  _____
Presidio Cornerstone FV, LLC, a Delaware limited liability company
By: Cornerstone Communities, LLC, its Operating Manager
By: Ure R. Kretowicz, Manager

COUNTY OF RIVERSIDE
By  _____
JOHN AVAGLIONE
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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On June 7, 2016 before me, Kacey Suzanne Komloski, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ure Kretowicz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kacey Komloski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

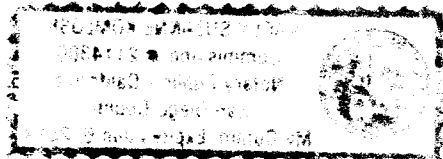
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Presidio Cornerstone FV, 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 36546-2**, 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 **One hundred forty-nine thousand one hundred and no/100 Dollars (\$149,100.00)**.

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:

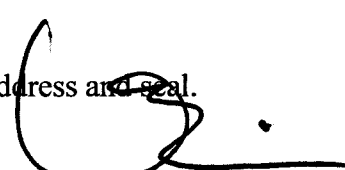
County

Contractor

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

Presidio Cornerstone FV, LLC
4365 Executive Dr., Suite 600
San Diego, CA 92121

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

By 
Presidio Cornerstone FV, LLC, a Delaware limited liability company
By: Cornerstone Communities, LLC, its Operating Manager
By: Ure R. Kretowicz, Manager

COUNTY OF RIVERSIDE

By 
JOHN TAVAGLIONE
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 ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of San Diego)

On June 7, 2016 before me, Kacey Suzanne Komloski, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Uce Kretowicz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

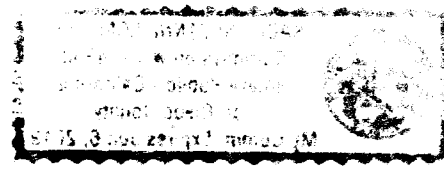
Capacity(ies) Claimed by Signer(s)

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

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



2000



**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original form to the Records Center with the records being transferred.

1. Page _____ of _____

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#	10. DATE 05/24/2017
4. ORGANIZATION County of Riverside			9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY: Ashley Aparicio	
6. MAIL STOP 1010	7. Name PHONE # FAX# Ashley Aparicio 955-8092 951-955-1071		14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.16 Board Meeting 05/23/2017				
	Final Map for Tract 36546-2 Schedule A Subdivision in French Valley Area				

**RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2017 MAY 25 AM 11:18**

21. RECORDS RECEIVED BY:		30. REMARKS	
22. TITLE RMAP TECH	23. RECEIVED VIA: Courier P/Y		
24. DATE RECEIVED: 5-25-17	25. TIME RECEIVED: 11:17		
26. BOXES VERIFIED BY: Rene Sifontes	27. DATE BOXES VERIFIED: 1		
28. NAME/DATE SCANNED TO HOLDING AREA:		29. NAME/DATE SCANNED TO LOCATION:	

OWNER'S STATEMENT

WE HEREBY STATE THAT WE, THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE CONSENSUOUS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDERS AND RECORDING OF THIS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, LOTS 71 THROUGH 77, INCLUSIVE; THE DEDICATIONS WERE FOR STREET AND PUBLIC UTILITY PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 70 AND 78, AS "WATER QUALITY BASIN" AS SHOWN HEREON, FOR PRIVATE USE FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 70. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 71 AND 72, AS "STREET, DRAINAGE AND FUEL MODIFICATION", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 73. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 74 AND 75, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 76. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 77 AND 78, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 79. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 80 AND 81, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 82. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 83 AND 84, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 85. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 86 AND 87, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 88. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 89 AND 90, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 91. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 92 AND 93, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 94. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 95 AND 96, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 97. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 98 AND 99, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 100. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 101 AND 102, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 103. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 104 AND 105, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 106. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 107 AND 108, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 109. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 110 AND 111, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 112. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 113 AND 114, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 115. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 116 AND 117, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, BEING ALL OF LOT 118. THIS DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES, LOTS 119 AND 120, AS "PARKS", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

BENEFICIARY

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED OCTOBER 14, 2015 AS INSTRUMENT NO. 2015-0451809 OF OFFICIAL RECORDS.

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 27, 2016 AS INSTRUMENT NO. 2016-0281419 OF OFFICIAL RECORDS.

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED AUGUST 22, 2016 AS INSTRUMENT NO. 2016-0356350 OF OFFICIAL RECORDS.

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED AUGUST 22, 2016 AS INSTRUMENT NO. 2016-0356350 OF OFFICIAL RECORDS.

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IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
TRACT NO. 36546-2
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST ONE-QUARTER AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
S.B.A.O., INC. MICHAEL S. BUTCHER P.L.S. 6822 APRIL 2014

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP AND NO TAXES, COUNTY, MUNICIPAL OR LOCAL, TAXES OR SPECIAL ASSESSMENTS COLLECTED AND NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$1,789.00
DATE: APR 1 2017

DOAN KENT
COUNTY TAX COLLECTOR
BY: *Doan Kent*
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT BOND IN THE SUM OF \$ 700.00 HAS BEEN EXECUTED AND FILED WITH THE SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TO THE PROPERTY, IF ANY OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID BOARD OF SUPERVISORS. PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.
DATE: APR 1 2017

DOAN KENT
COUNTY TAX COLLECTOR
BY: *Doan Kent*
DEPUTY

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 6636 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:
AN EASEMENT FOR A RAILROAD TO BE OPERATED BY STEAM, ELECTRICITY OR OTHER POWER INSTRUMENT, BOOK 356 PAGE 186 OF DEEDS, REC. JULY 25, 1912 IN RECORDS.
AN EASEMENT FOR A RAILROAD INCIDENTAL PURPOSES IN FAVOR OF G.D. ARMSTEAD, REC. JULY 25, 1912 IN INSTRUMENT, BOOK 356 PAGE 185 OF DEEDS. NOT PLOTTABLE - NOT LOCATABLE FROM RECORDS.
ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED FOR CUSTOMER, WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL LANDS THEREBY GRANTED BY THE COURTS AND THE RESERVATION FROM THE CONSTRUCTION BY THE AUTHORITY OF THE UNITED STATES, AS CONTAINED IN THE PATENT FROM UNITED STATES OF AMERICA.
ALL EASEMENTS FOR EASEMENTS AND INTERESTS PURPOSES IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED OCTOBER 31, 1943 IN BOOK 1120, PAGE 165 OF OFFICIAL RECORDS.
NOTE: REFERENCES TO THESE EASEMENTS TO RECORDS OF SURVEY MAP FILED ON SEPTEMBER 28, 1912 IN INSTRUMENT NO. 30, WHICH DEEDS AN ADDITIONAL 60 FOOT WIDTH OF EASEMENT WERE OMITTED FROM THIS MAP. THESE EASEMENTS ARE OBTAINED PURSUANT TO CERTAIN PERPETUAL EASEMENTS FOR RIGHTS OF WAY AS GRANTED TO THE UNITED STATES OF AMERICA BY MEMORANDUM OF UNDERSTANDING RECORDED DECEMBER 14, 1963, IN BOOK 1535, PAGE 83 - NOT LOCATABLE FROM RECORDS.

SHEET 1 OF 9 SHEETS
RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ OF A.M.S. 20____ AT _____ M. IN BOOK _____ AT THE REQUEST OF THE CLERK OF THE BOARD.
FEE \$ _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE PROVIDED BY:
FIRST AMERICAN TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF PRESIDIO CORNERSTONE FV LLC IN APRIL 2014. THE POSITION THAT ALL MONUMENTS ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITION SHOWN ON THE MAP. THE MONUMENTS WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS ARE, OR WILL BE, SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

Michael S. Butcher
MICHAEL S. BUTCHER P.L.S. 6822
MY REGISTRATION EXPIRES: SEPTEMBER 30, 2017
DATE: 3/19/17



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT BECAME THE BOARD OF SUPERVISORS OF TRACT NO. 36546 AS FILED, AMENDED, AND APPROVED BY BOARD OF SUPERVISORS OF TRACT NO. 36546, THE EXPIRATION DATE BEING JULY 21, 2018, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2017
RICHARD G. LANTIS, COUNTY SURVEYOR
L.S. 7611, REGISTRATION EXPIRES: DECEMBER 31, 2018.



BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFERS OF DEDICATION MADE HEREON OF THE EASEMENT FOR WATER QUALITY AND INSPECTION PURPOSES ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: _____, 20____
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ATTEST:
KEVIN HARPER-HEM
CLERK OF THE BOARD OF SUPERVISORS
BY: _____ DEPUTY
CHAIRMAN OF THE BOARD OF SUPERVISORS

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Presidio Cornerstone FV, LLC
4365 Executive Drive, Suite 600
San Diego, CA 92121
Attn: Barbara Blase

THIS SPACE ABOVE FOR RECORDER'S USE

**SUPPLEMENTARY DECLARATION
OF THE PROMONTORY**

(TRACTS 36546, 36546-2 & 36546-3)

This SUPPLEMENTARY DECLARATION OF THE PROMONTORY ("**Supplementary Declaration**") is made this 6th day of April, 2017 by PRESIDIO CORNERSTONE FV, LLC, a Delaware limited liability company ("**Declarant**") with reference to the facts set forth below.

RECITALS

A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of The Promontory to be recorded on December 16, 2016 as Document No. 2016-0562387 in the Office of the County Recorder of Riverside County, California ("**Declaration**"). Unless otherwise specified herein, the capitalized terms in this Supplementary Declaration shall have the meanings set forth in the Declaration.

B. Pursuant to the terms of the Declaration, the real property described in **Exhibit "A"** attached hereto and incorporated herein ("**Annexed Property**") may be annexed to the Declaration and made subject to the jurisdiction of The Promontory Community Association, a California nonprofit mutual benefit corporation ("**Association**"). The Annexed Property is a portion of the Annexable Property set forth in Exhibit "B" of the Declaration.

C. Tracts 36546, 36546-2 and 36546-3 are being annexed in the entirety pursuant to the requirements of the County. Additional Supplementary Declarations will be recorded by Declarant to designate the Phases within the Annexed Property.

D. Declarant desires to annex the Annexed Property to the Declaration and make the same subject to the jurisdiction of the Association. By such annexation, Declarant intends that the covenants, conditions and restrictions of the Declaration shall apply to the Annexed Property in the same manner as if it were originally covered by the Declaration.

NOW, THEREFORE, Declarant declares as set forth below:

1. **Annexation of Annexed Property.** Upon recordation of this Supplementary Declaration in the Official Records, the annexation of the real property described in **Exhibit "A"** shall be and become

accomplished and all of the incidents of annexation, as set forth in the Declaration, shall be in full force and effect.

2. **Application of Declaration.** The terms and provisions of the covenants, conditions and restrictions of the Declaration shall apply to the Annexed Property upon the first conveyance of a Residential Lot in the Annexed Property as if such Annexed Property were originally covered by the Declaration.

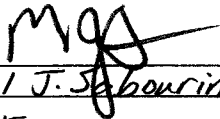
3. **Future Designations.** Pursuant to the terms of the Declaration, Declarant may designate Phases, Association Property, and other specific areas within portions of the Annexed Property, including without limitation, Association Maintenance Areas, Parkway Maintenance Areas, Sideyard Easement Areas, and Association Temporary Maintenance Easement Areas. Declarant will record additional Supplementary Declarations to designate Phases, Association Property, and any other areas within the Annexed Property.

4. **Effect of This Supplementary Declaration.** This Supplementary Declaration shall not be deemed to affect the Declaration as covenants running with the land or equitable servitudes, all of which shall be uniformly applicable to all portions of the Community, including those portions added thereto pursuant to this annexation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first above written.

PRESIDIO CORNERSTONE FV, LLC, a Delaware limited liability company

By: 
Name: Michael J. Jabourin
Title: manager

"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)SS
COUNTY OF San Diego)

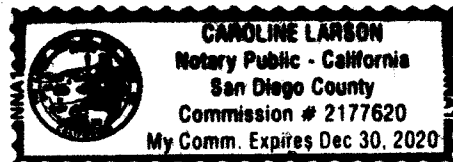
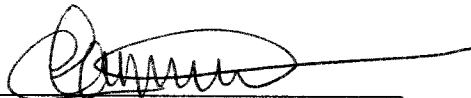
On April 6th, 2017, before me, Caroline Larson, Notary Public, personally appeared Michael J. Sabourin

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



This area for official notarial seal

My Commission Expires: Dec 30, 2020
Notary Name: Caroline Larson
Notary Registration Number: 2177620

Notary Phone: 858-458-9700
County of Principal Place of Business: San Diego

EXHIBIT "A"

LEGAL DESCRIPTION OF ANNEXED PROPERTY

TRACT NO. 36546 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS _____, 2017, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY;

TRACT NO. 36546-2 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS _____, 2017, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY; AND

TRACT NO. 36546-3 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS _____, 2017, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY.