

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



ITEM
2.10
(ID # 5447)

MEETING DATE:

Tuesday, November 14, 2017

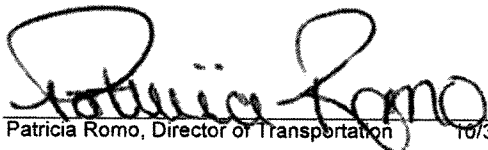
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 31141, a Schedule "A" Subdivision in the Winchester Area. 3rd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreement for Final Tract Map 31141 as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements, Lien Agreement and Final Tract Map 31141.

ACTION: Consent


Patricia Romo, Director of Transportation 10/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione 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: November 14, 2017
xc: Transp., COBSM

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:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 31141 was approved by the Board of Supervisors on March 29, 2005 as Agenda Item 16.3. Final Map 31141 is a 38.97 acre subdivision that is creating 62 residential lots and four (4) open space lots in the Winchester area. This is the 1st and only phase for this Tract Map. This Final Tract 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.

SR Conestoga, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Lien and Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

\$3,520,390 for the completion of street improvements
 \$740,500 for the completion of the water system
 \$643,000 for the completion of the sewer system
 \$35,230 for the completion of the monumentation

Impact on Residents and Businesses:

N/A

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

Contract History and Price Reasonableness:

N/A

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

ATTACHMENTS:

Final Map 31141 Vicinity Map
Lien Agreement
Road/Drainage Improvement Agreement
Water System Improvement Agreement
Sewer System Improvement Agreement
Monumentation Agreement
Final Map 31141 Mylars



Elena Boeva, Deputy County Counsel

10/31/2017



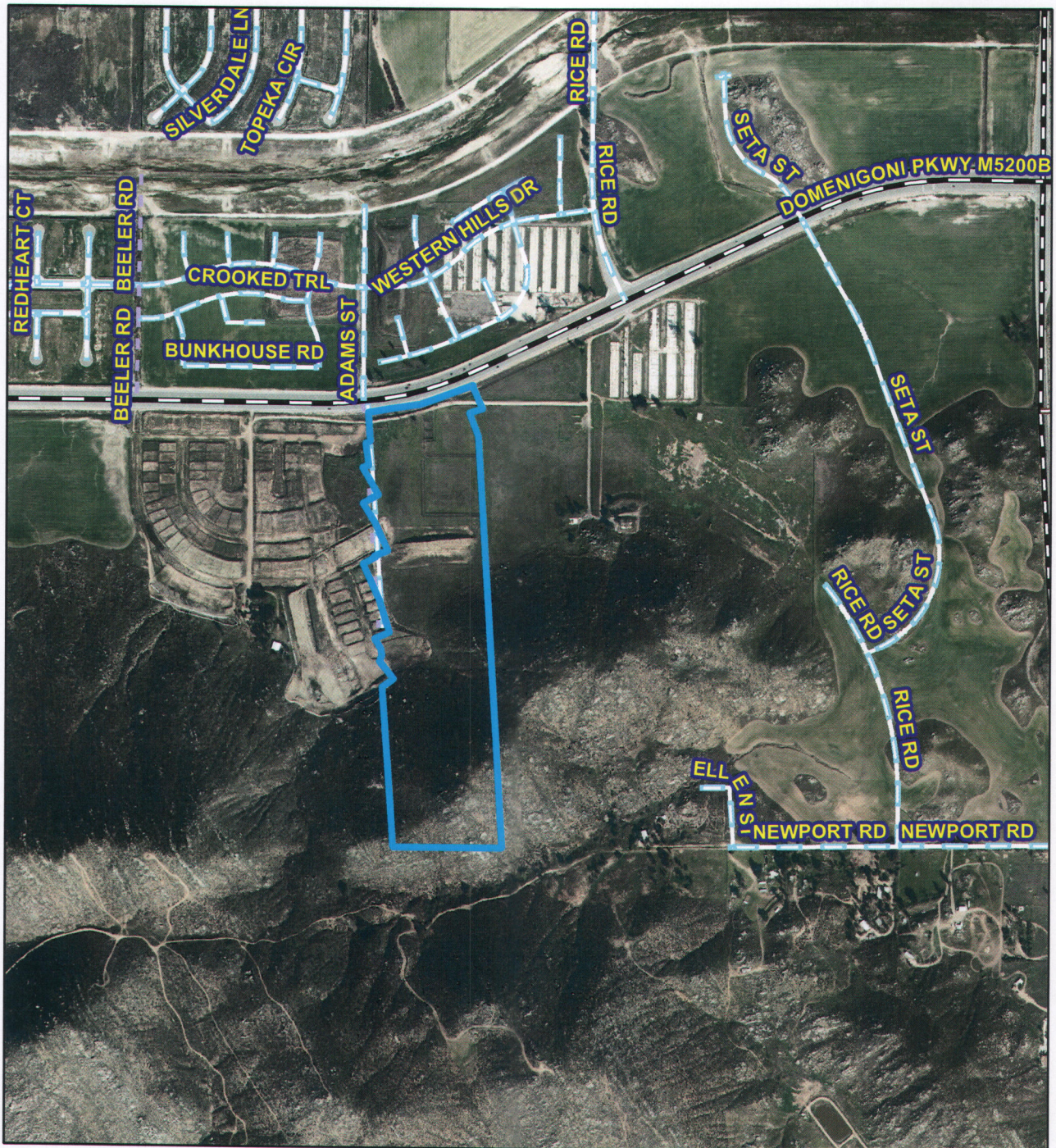
Melissa Noone, Associate Management Analyst

11/3/2017



Gregory V. Priamos, Director County Counsel

11/1/2017



NOT TO SCALE

VICINITY MAP
TRACT MAP 31141
SEC. 33, TWP. 5S., RNG. 2W.
Supervisory District: 3

WHEN RECORDED PLEASE RETURN TO:

RECORDING REQUESTED BY:

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

FOR THE BENEFIT OF THE COUNTY

2017-0484718

11/17/2017 03:28 PM

*****Customer Copy Label*****

The paper to which this label is affixed
has not been compared with the
filed/recorded document

Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

LIEN AGREEMENT

As Subdivision Improvement Security for Tract 31141

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

COPY

NOV 14 2017 2.10

RECORDED AS A BENEFIT
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this 14th day of November, by and among the County of Riverside, a political subdivision of the State of California ("County") and SR Conestoga, LLC ("Owner").

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 31141** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.
- I. County has found and determined that it would not be in the public interest to require the installation of

the required improvements sooner than two years after the recordation of the Map.

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits,

substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

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

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

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

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

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

II. County's Performance and Obligations

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

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

III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the

Subdivision Improvement Agreement and any Fees. Under no circumstances shall the County agree to subordinate the lien.

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

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

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

IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

V. County's Remedies

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

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

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

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

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

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

VI. General Provisions

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

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

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

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

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

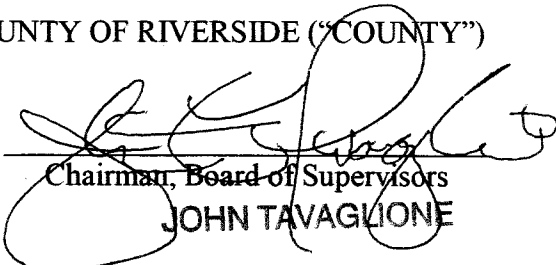
F. **Headings.** The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

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

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

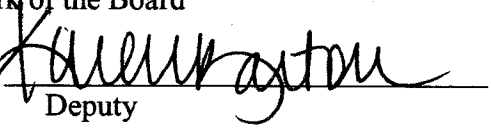
I. **Severability.** If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant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

COUNTY OF RIVERSIDE ("COUNTY")

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: 
Deputy

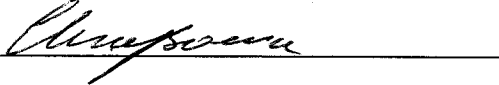
Please see signature block attached ("OWNER")

By: _____

By: _____

APPROVED AS TO FORM

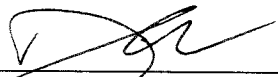
County Counsel

By: 

SIGNATURE PAGE FOR LIEN AGREEMENT – TRACT 31141

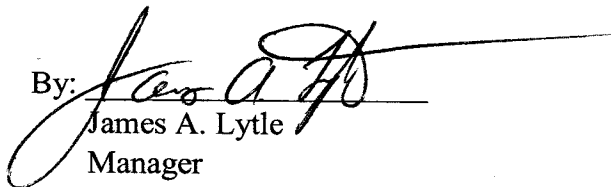
SR CONESTOGA, LLC, a Delaware Limited liability company

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

By: 

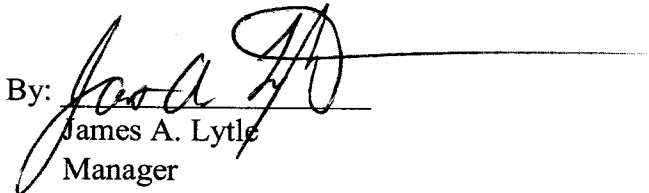
David C. Michan
Manager

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

By: 

James A. Lytle
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

James A. Lytle
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of RIVERSIDE)

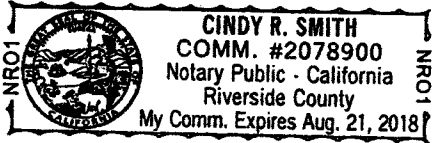
On April 13, 2017 before me, Cindy R Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JAMES A. LITTLE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cindy R Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 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: _____

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 April 24, 2017 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

Exhibit "A"

DOC # 2014-0462626

12/04/2014 10:58 AM Fees: \$34.00

Page 1 of 4 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

First American Title Company - *NSD*

AND WHEN RECORDED MAIL DOCUMENT TO:

SR Conestoga, LLC

C/O Strata Conestoga, LLC, 4370 La Jolla Village

Drive Ste 960

San Diego, CA 92122

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

Space Above This Line for Recorder's Use Only

GRANT DEED

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

A.P.N.: 461-210-033-8

T.R.A. No.071-290

File No.: OSA-4743309 (jg)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Winchester 68, LLC, a California limited liability company**

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

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

(APN: 461-210-033)

PARCEL 3 OF NOTICE OF LOT LINE ADJUSTMENT NO. 5366 RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-0122217 OF OFFICIAL RECORDS, BEING THOSE PORTIONS OF PARCEL 2 AND PARCEL 3 OF LOT LINE ADJUSTMENT NO. 4921, RECORDED AUGUST 15, 2006 AS DOCUMENT NO. 2006-600432, GRANT DEED RECORDED AUGUST 15, 2006 AS DOCUMENT NO. 2006-0600434, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THAT CERTAIN 40 FOOT STRIP OF LAND KNOWN AS PATTON AVENUE AS VACATED BY RESOLUTION NO. 2008-441 RECORDED DECEMBER 24, 2008 AS DOCUMENT NO. 08-0669748, OFFICIAL RECORDS OF SAID COUNTY AND STATE, LOCATED IN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 89°09'28" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 AND ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 657.54 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 3, SAID SOUTHERLY LINES ALSO BEING THE SOUTH LINE OF SAID SECTION 33;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 3 AND ALONG THE WESTERLY LINE OF SAID PARCEL 2 THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

- 1) NORTH 04°49'55" WEST, A DISTANCE OF 980.20 FEET;**
- 2) NORTH 62°44'50" EAST, A DISTANCE OF 72.74 FEET;**
- 3) NORTH 38°14'42" WEST, A DISTANCE OF 136.23 FEET TO THE BEGINNING OF A CURVE, RADIAL TO SAID LINE, CONCAVE TO THE WEST, HAVING A RADIUS OF 48.00 FEET;**

Mail Tax Statements To: **SAME AS ABOVE**

Grant Deed - continued

Date: 12/01/2014

- 4) NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°43'46", AN ARC DISTANCE OF 73.50 FEET;
- 5) NORTH 35°58'28" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET;
- 6) NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°18'41", AN ARC DISTANCE OF 28.47 FEET;
- 7) NORTH 70°20'13" EAST RADIAL TO SAID CURVE, A DISTANCE OF 106.00 FEET;
- 8) NORTH 19°39'47" WEST, A DISTANCE OF 322.91 FEET;
- 9) NORTH 31°50'15" WEST, A DISTANCE OF 105.68 FEET TO THE BEGINNING OF A CURVE, RADIAL TO SAID LINE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1000.00 FEET;
- 10) NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°57'13", AN ARC DISTANCE OF 16.64 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 850.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 32°47'28" EAST;
- 11) NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°30'58", AN ARC DISTANCE OF 141.17 FEET;
- 12) NORTH 23°16'30" WEST RADIAL TO SAID CURVE, A DISTANCE OF 141.84 FEET;
- 13) NORTH 33°16'14" WEST, A DISTANCE OF 158.44 FEET;
- 14) NORTH 56°43'46" EAST, A DISTANCE OF 102.60 FEET;
- 15) NORTH 33°16'14" WEST, A DISTANCE OF 178.10 FEET;
- 16) NORTH 60°46'10" EAST, A DISTANCE OF 36.08 FEET;
- 17) NORTH 06°16'25" WEST, A DISTANCE OF 135.30 FEET TO THE BEGINNING OF A CURVE, RADIAL TO SAID LINE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 2243.00 FEET;
- 18) EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°46'14", AN ARC DISTANCE OF 30.17 FEET;
- 19) NORTH 06°56'08" WEST, A DISTANCE OF 169.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2, SAID LINE BEING THE SOUTHERLY RIGHT OF WAY LINE OF DOMENIGONI PARKWAY (112.00 FEET IN FULL WIDTH) AS SHOWN ON PARCEL MAP NO. 35983 ON FILE IN BOOK 229 OF PARCEL MAPS AT PAGES 80 THROUGH 82, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 2076.19 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 07°01'09" WEST;

Grant Deed - continued

Date: 12/01/2014

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHEASTERLY LINE OF PARCEL 0785-019A OF GRANT DEED CONVEYED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 10, 2004 AS DOCUMENT NO. 2004-0446150 AND PARCEL 0785-017A OF GRANT DEED CONVEYED TO THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 23, 2003 AS DOCUMENT NO. 2003-998478, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°42'01", AN ARC DISTANCE OF 641.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 2, THE RADIAL LINE FROM SAID POINT BEARS NORTH 24°43'10" WEST;

THENCE SOUTH 24°46'13" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 140.52 FEET TO THE BEGINNING OF A CURVE, RADIAL TO SAID LINE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2215.00 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 2°27'54", AN ARC DISTANCE OF 95.30 FEET;

THENCE SOUTH 22°18'18" EAST ALONG SAID EASTERLY LINE AND RADIAL TO SAID CURVE, A DISTANCE OF 147.61 FEET;

THENCE NORTH 72°04'45" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 10.48 FEET;

THENCE SOUTH 04°38'41" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 2418.47 FEET TO THE POINT OF BEGINNING.

SUBJECT TO:

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

Grant Deed - continued

Date: 12/01/2014

A.P.N.: 461-210-033-8

File No.: OSA-4743309 (jg)

Dated: **December 01, 2014**

Winchester 68, LLC,
a California limited liability company

By: John P. King Jr
Its: MANAGER

STATE OF **STATE OF CALIFORNIA**)
COUNTY OF **COUNTY OF ORANGE**)

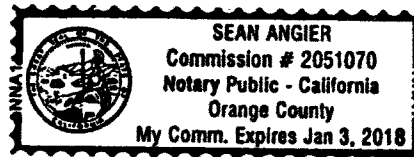
On December 2, 2014, before me, Sean Angier, Notary
Public, personally appeared John P. King Jr

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 Sean Angier



This area for official notarial seal

EXHIBIT B

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

PARCEL MAP OR TRACT MAP NO. TR31141 DATE: 3/3/2017
PP, CU, PU, MS OR VL NO. _____ IP: 160033

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (120% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 2,639,492.78	\$ 2,639,500.00	\$ 1,319,750.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water <u>EMWD</u>	\$ 607,500.00	\$ 607,500.00	\$ 303,750.00
	District Name		
Rec. Water <u>EMWD</u>	\$ 132,825.00	\$ 133,000.00	\$ 66,500.00
	District Name		
Sewer <u>EMWD</u>	\$ 642,900.00	\$ 643,000.00	\$ 321,500.00
	District Name		
Total	<u>4,022,717.78</u>	<u>4,023,000.00</u>	<u>2,011,500.00</u>
Warranty Retention (10%)		<u>402,300.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

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

Signature _____ Date 3/3/2017

Sarah Kowalski
Name Typed or printed RCE# _____ Exp. Date _____

Civil Engineer's Stamp

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

PLEASE READ INSTRUCTIONS BELOW

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

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
ROADWAY EXCAVATION				
3,100	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 62,000.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
60	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 60.00
120	S.F.	Cold Plane A.C. Pavement	\$ 2.25	\$ 270.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
3	S.Y.	Remove A.C. Pavement	\$ 1.45	\$ 4.35
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
2,095	TON	Asphalt Concrete (S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 188,550.00
2,450	C.Y.	Agg Base Class II (116,103S.F.)	\$ 50.00	\$ 122,500.00
4.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1) ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 2,400.00
120	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 108.00
5,500	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 82,500.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 10.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 15.00	\$ 0.00
3,340	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 33,400.00
31,700	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 190,200.00
10,250	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 82,000.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
12	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 24,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 50.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
3,020	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 30,200.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
16	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 80,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Rectangular Channel Per Cal Trans Rev Std Plan D77A	\$ 2,000.00	\$ 0.00
	EA.	Double Rectangular Channel Per Cal Trans Std Plan D77	\$ 4,000.00	\$ 0.00
	EA.	Curb Drain Per SPPWC Std Plan 150-3 Type II Inlet	\$ 2,000.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
6,795	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 44,167.50
3,580	S.F.	Interceptor Drain	\$ 6.50	\$ 23,270.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
911	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 102,943.00
163	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 140.00	\$ 22,820.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 150.00	\$ 0.00
517	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 155.00	\$ 80,135.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 160.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 165.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 170.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 175.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
1	EA.	4'X4' Modified Drop Inlet Per Std CB 110	\$ 4,000.00	\$ 4,000.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT PRICE	AMOUNT
1	EA.	Drop Inlet Per Std CB 110	\$ 4,000.00	\$ 4,000.00
12	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 26,400.00
2	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 8,000.00
4	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 31,200.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00
	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 0.00
	EA.	Type IX Inlet	\$ 2,500.00	\$ 0.00
	EA.	Type X Inlet	\$ 2,500.00	\$ 0.00
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ 0.00
	EA.	Junction Structure No. 2	\$ 3,000.00	\$ 0.00
	EA.	Junction Structure No. 3	\$ 3,000.00	\$ 0.00
	EA.	Junction Structure No. 4	\$ 3,000.00	\$ 0.00
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ 0.00
	EA.	Transition Structure No. 1	\$ 12,500.00	\$ 0.00
	EA.	Transition Structure No. 2	\$ 12,500.00	\$ 0.00
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ 0.00
	EA.	Manhole No. 1	\$ 2,700.00	\$ 0.00
	EA.	Manhole No. 2	\$ 3,300.00	\$ 0.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
	EA.	Manhole No. 4	\$ 5,000.00	\$ 0.00
1	EA.	Concrete drop inlet	\$ 2,500.00	\$ 2,500.00
	EA.	Adjust Water Valve to Grade (if no water plan)	\$ 250.00	\$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$ 600.00	\$ 0.00
	EA.	Street Name Sign	\$ 400.00	\$ 0.00
4	EA.	Head Wall and Wing Wall	\$ 8,000.00	\$ 32,000.00
				\$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F.	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 0.00
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
1	EA.	Relocate Roadside Sign	\$ 150.00	\$ 150.00
7	EA.	Street Name Sign	\$ 400.00	\$ 2,800.00
7	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 1,050.00
	EA.	Install Sign (Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
4	EA.	Road Sign - One Post	\$ 250.00	\$ 1,000.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	EA.	Delineator (Class 1 Type F)	\$ 40.00	\$ 0.00
	EA.	Delineator (Class 2)	\$ 45.00	\$ 0.00
11	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 41.25
	L.F.	Paint Traffic Stripe (2 Coats)	\$ 0.38	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	\$ 1.40	\$ 0.00
51.0	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 114.75
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT	AMOUNT
	L.F.	4" Waterline	\$ 50.00	\$ 0.00
	L.F.	6" Waterline	\$ 60.00	\$ 0.00
2,820	L.F.	8" Waterline	\$ 70.00	\$ 197,400.00
	L.F.	10" Waterline	\$ 27.00	\$ 0.00
	L.F.	12" Waterline	\$ 90.00	\$ 0.00
	L.F.	18" Waterline	\$ 175.00	\$ 0.00
	EA.	4" Gate Valve	\$ 1,000.00	\$ 0.00
3	EA.	6" Gate Valve	\$ 1,500.00	\$ 4,500.00
10	EA.	8" Gate Valve	\$ 2,500.00	\$ 25,000.00
	EA.	10" Gate Valve	\$ 1,050.00	\$ 0.00
	EA.	12" Gate Valve	\$ 5,500.00	\$ 0.00
	EA.	18" Gate Valve	\$ 20,000.00	\$ 0.00
	EA.	Fire Hydrant (6") Super	\$ 6,500.00	\$ 0.00
9	EA.	Fire Hydrant (6") Standard	\$ 5,500.00	\$ 49,500.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
3	EA.	6" Misc. Fittings	\$ 200.00	\$ 600.00
8	EA.	8" Misc. Fittings	\$ 250.00	\$ 2,000.00
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0.00
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0.00
	EA.	18" Misc. Fittings	\$ 440.00	\$ 0.00
3	EA.	Blowoffs (6")	\$ 5,000.00	\$ 15,000.00
59	EA.	1" Service Connections	\$ 1,500.00	\$ 88,500.00
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 0.00
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0.00
4	EA.	1" Air and Vacuum Valve.	\$ 5,000.00	\$ 20,000.00
1	L.S.	Potable Sampling Station	\$ 2,500.00	\$ 2,500.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
	A.	Subtotal		\$ 405,000.00
	B.	Administrative Contingency (25% x A)		\$ 101,250.00
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Water Total (A + B)		\$ 506,250.00
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 101,250.00
	E.	Water Total (C + D)		\$ 607,500.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
RECYCLED WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT	AMOUNT
	L.F.	4" Recycled Waterline	\$ 50.00	\$ 0.00
	L.F.	6" Recycled Waterline	\$ 60.00	\$ 0.00
965	L.F.	8" Recycled Waterline	\$ 70.00	\$ 67,550.00
	L.F.	10" Recycled Waterline	\$ 27.00	\$ 0.00
	L.F.	12" Recycled Waterline	\$ 90.00	\$ 0.00
	L.F.	18" Recycled Waterline	\$ 175.00	\$ 0.00
	EA.	4" Gate Valve	\$ 1,000.00	\$ 0.00
	EA.	6" Gate Valve	\$ 1,500.00	\$ 0.00
3	EA.	8" Gate Valve	\$ 2,500.00	\$ 7,500.00
	EA.	10" Gate Valve	\$ 1,050.00	\$ 0.00
	EA.	12" Gate Valve	\$ 5,500.00	\$ 0.00
	EA.	18" Gate Valve	\$ 20,000.00	\$ 0.00
	EA.	Fire Hydrant (6") Super	\$ 6,500.00	\$ 0.00
	EA.	Fire Hydrant (6") Standard	\$ 5,500.00	\$ 0.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
	EA.	6" Misc. Fittings	\$ 200.00	\$ 0.00
2	EA.	8" Misc. Fittings	\$ 250.00	\$ 500.00
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0.00
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0.00
	EA.	18" Misc. Fittings	\$ 440.00	\$ 0.00
1	EA.	Blowoffs (6")	\$ 5,000.00	\$ 5,000.00
2	EA.	1" Service Connections	\$ 1,500.00	\$ 3,000.00
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 0.00
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0.00
1	EA.	1" Air and Vacuum Valve.	\$ 5,000.00	\$ 5,000.00
	L.S.	Potable Sampling Station	\$ 2,500.00	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
	A.	Subtotal		\$ 88,550.00
	B.	Administrative Contingency (25% x A)		\$ 22,137.50
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Recycled Water Total (A + B)		\$ 110,687.50
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 22,137.50
	E.	Recycled Water Total (C + D)		\$ 132,825.00

EXHIBIT B

Sheet 9 of 9

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TR31141

SCH: A DATE: 3/3/2017

PP, CU, PU, MS OR VL NO.

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 2,199,577.31
II. Water (Line C from Water Improvement Calculations)	\$ 506,250.00
III. Recycled Water (Line C from Recycled Water Improvement Calculations)	\$ 110,687.50
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 535,750.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (CASE TYPE % x I FROM ABOVE) NOTE: CASE TYPE % IS 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS -PP,	\$ 21,995.77
B. Water, Recycled Water and Sewer (1% x II and III.) (Do not include for Tract or Commercial Maps)	\$ 11,526.88
C. Total Plan Check Deposit (A + B)	\$ 33,522.65
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 670.45
E. Total Plan Check Deposit and Surcharge Fee	\$ 34,193.10
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	

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

MAP # TR-31141 SCHEDULE A MAP CHECKER Dennis Odenbaugh
IP # 160033

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

Schedule "A" through "H" Maps

0.5	9	\$2500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478

Out of town Monumentation Surveys

8	\$**	\$415
---	------	-------

Schedule "I" Maps

0.5	9	\$2500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960

Out of town Monumentation Surveys

8	\$**	\$830
---	------	-------

Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>103</u>		<u>\$342</u>		<u>120%</u>		<u>\$35,226.00</u>

Monument Inspection Fee \$ \$2,500.00 (Deposit Based)

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 2/22/2017

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.
** 10-hour work day, meals, and lodging for a 2 person crew, per day, in a 4-day, 40-hour work week.

EXHIBIT B

JASON E. UHLEY
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
211100

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

March 16, 2017

Mr. Michael Mueeting
Engineering Project Manager
Riverside County Transportation Department
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Dear Mr. Mueeting:

Re: Tract 31141
Winchester Hills Line 2, Stage 2
Bonding Estimate
Project No. 4-0-0576-02
Account No. 137-0-3-75255

Please find below a detailed construction cost estimate of the drainage facilities to be constructed as part of the improvements for Tract 31141. The District will inspect and assume operation and maintenance responsibilities for these facilities as shown below. The estimated cost of these facilities is \$734,078. The developer shall pay the appropriate inspection fee to the District prior to scheduling a pre-construction meeting. The \$734,078 shall be the basis upon which the District shall collect field inspection fees.

ITEM	QUANTITY	UNIT	UNIT COST	RCFC TOTAL
Reinforced Concrete Box	425	CY	\$ 590.00	\$250,750.00
60" RCP	43	LF	301.00	12,943.00
54" RCP	225	LF	266.00	59,850.00
48" RCP	762	LF	235.00	179,070.00
42" RCP	36	LF	204.00	7,344.00
Manhole No. 2	2	LF	6,500.00	13,000.00
Manhole No. 3	1	EA	2,100.00	2,100.00
Manhole No. 4	1	EA	6,500.00	6,500.00
TS No. 1	2	EA	14,770.00	29,540.00
TS No. 2	1	EA	14,770.00	14,770.00
TS No. 3	1	EA	4,725.00	4,725.00
JS No. 3	3	EA	5,910.00	17,730.00
JS No. 4	1	EA	5,910.00	5,910.00
Concrete Bulkhead	3	EA	2,500.00	7,500.00

EXHIBIT B

211100

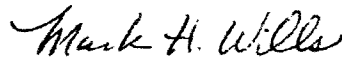
Mr. Michael Muetting
Re: Tract 31141
Winchester Hills Line 2, Stage 2
Bonding Estimate
Project No. 4-0-0576-02
Account No. 137-0-3-75255

-2-

March 16, 2017

Subtotal:	<u>\$611,732.00</u>
20% Contingency:	<u>\$122,346.00</u>
Total Cost:	<u>\$734,078.00</u>
120% of Map Recordation:	<u>\$880,894.00</u>
Inspection Fee = 3% of Total Cost:	<u>\$ 22,022.00</u>

Very truly yours,



MARK H. WILLS
Chief of Planning Division

c: Conestoga Development, LLC
Attn: Jim Lytle
Albert A. Webb Associates
Attn: Deborah Saulina
ec: Henry Olivo
Jeanine Rey
Cassandra Sanchez
Everett Duckworth
Sharon Johnson

ED:blm

Exhibit B
**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

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

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
David Michan	5870 Blazing Star Lane	San Diego	CA	92130
	4370 La Jolla Village Dr. Ste 960	San Diego	CA	92122
James Lytle	32881 Northshire Circle	Temecula	CA	92592
	41391 Kalmia Street, Ste 200	Murrieta	CA	92562

**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 SR Conestoga, 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 Map 31141**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three million five hundred twenty thousand three hundred ninety and no/100 Dollars (\$3,520,390.00)**.

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

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

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

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

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

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

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

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

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

validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

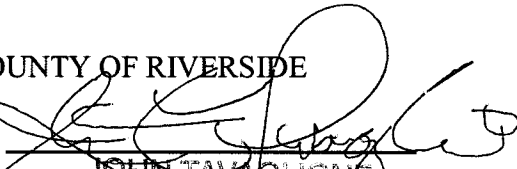
County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, CA 92562

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

By Please see signature block attached

Title _____

COUNTY OF RIVERSIDE

By 
 JOHN TAVAGLIONE
 CHAIRMAN, BOARD OF SUPERVISORS
 ATTEST:

By _____

Title _____

KECIA HARPER-IHEM,
Clerk of the Board

By 
 Deputy

APPROVED AS TO FORM

County Counsel

By 

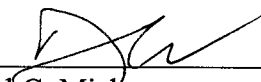
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF
ROAD/DRAINAGE IMPROVEMENTS – TRACT 31141

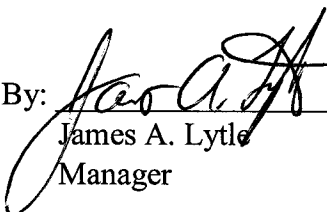
SR CONESTOGA, LLC, a Delaware Limited
liability company

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

By: 

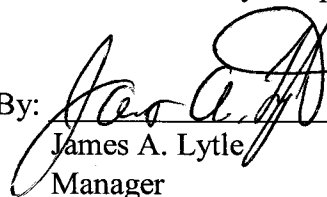
David C. Michan
Manager

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

By: 

James A. Lytle
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

James A. Lytle
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of RIVERSIDE)

On APRIL 13, 2017 before me, CINDY R SMITH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JAMES A. LITTLE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (s) he/she/they executed the same in (s) his/her/their authorized capacity(ies), and that by (s) 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: _____

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 April 24, 2017 before me, Denise Rogelia Davila, Notary Public.
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Signer Is Representing: _____

Signer Is Representing: _____

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and SR Conestoga, 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 31141**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **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 forty thousand five hundred and no/100 Dollars (\$740,500.00)**.

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 or other security guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

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

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

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

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

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

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

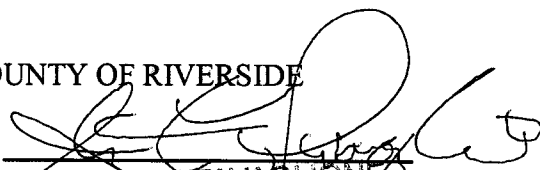
ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street Ste 200 Murrieta, CA 92562

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

COUNTY OF RIVERSIDE

By 
 JOHN FAVAGLIONE
 CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

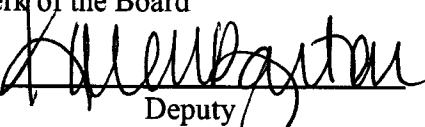
By Please see signature block attached

Title _____

By _____

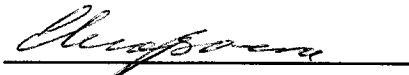
Title _____

KECIA HARPER-IHEM,
 Clerk of the Board

By 
 Deputy

APPROVED AS TO FORM

County Counsel

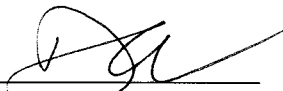
By 

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

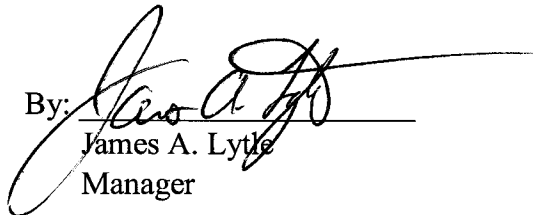
SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS – TRACT 31141

SR CONESTOGA, LLC, a Delaware Limited
liability company

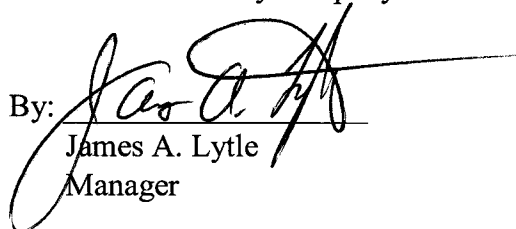
By: Strata Conestoga, LLC, a Delaware Limited
liability company,
Co-Managing Member

By: 
David C. Michan
Manager

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

By: 
James A. Lytle
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 
James A. Lytle
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

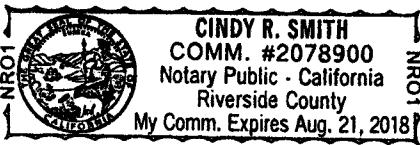
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On April 13, 2017 before me, Cindy R Smith, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared JAMES A. LITTLE
Name(s) of Signer(s)

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

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

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



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

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 April 24, 2017 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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 SR Conestoga, 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 31141**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **EMWD** 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 **Six hundred forty-three thousand and no/100 Dollars (\$643,000.00)**.

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 or other security guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

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

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

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

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

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

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

validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

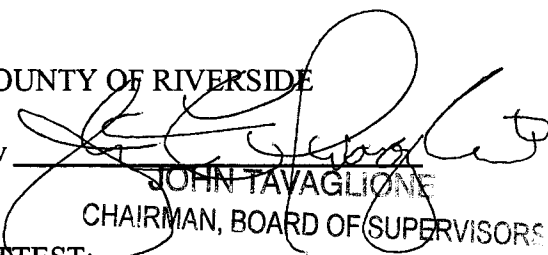
ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, CA 92562

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

COUNTY OF RIVERSIDE

By 
 JOHN TAVAGLIONE
 CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

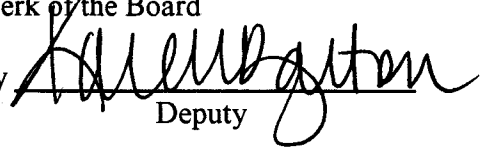
By Please see attached signature block

Title _____

By _____


Title _____

KECIA HARPER-IHEM,
Clerk of the Board

By 
 Deputy

APPROVED AS TO FORM

County Counsel

By 


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

Revised 02/02/10

SIGNATURE PAGE FOR AGREEMENT FOR THE CONSTRUCTION OF
SEWER SYSTEM IMPROVEMENTS – TRACT 31141

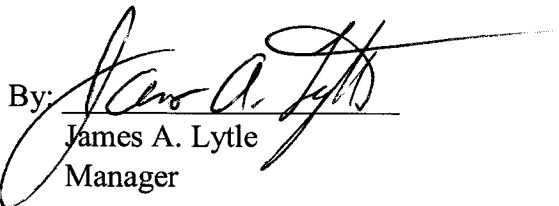
SR CONESTOGA, LLC, a Delaware Limited
liability company

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

By: 

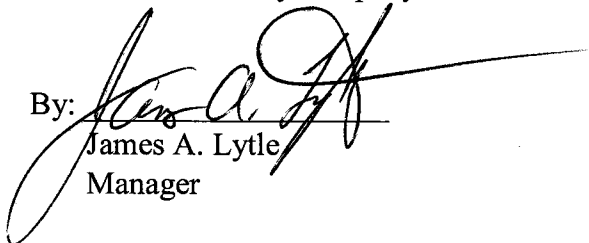
David C. Michan
Manager

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

By: 

James A. Lytle
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

James A. Lytle
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

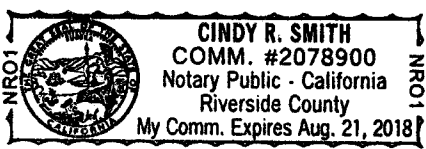
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On April 13, 2017 before me, Cindy R Smith, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared JAMES A COTLE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cindy R Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 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: _____

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)

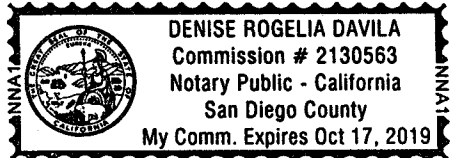
On April 24, 2017 before me, Denise Rogelia Davila, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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 SR Conestoga, 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 31141**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Thirty-five thousand two hundred thirty and no/100 Dollars (\$35,230.00)**.

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

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

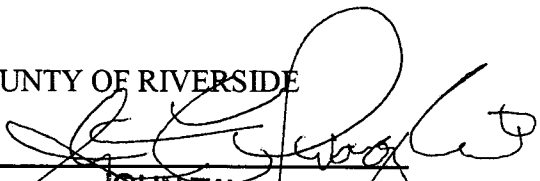
NINTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	SR Conestoga, LLC 41391 Kalmia Street, Ste 200 Murrieta, Ca 92562

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

COUNTY OF RIVERSIDE

By 

JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

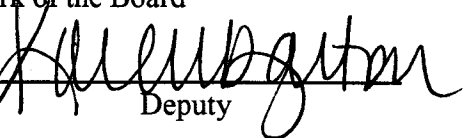
By Please see signature block attached

Title _____

By _____

Title _____


KECIA HARPER-IHEM,
Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 


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

Revised 02/02/10

SIGNATURE PAGE FOR AGREEMENT FOR THE PLACEMENT OF
SURVEY MONUMENTS – TRACT 31141


SR CONESTOGA, LLC, a Delaware Limited
liability company

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

By: 

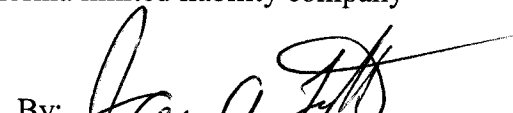
David C. Michan
Manager

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

By: 

James A. Lytle
Manager

CONESTOGA DEVELOPMENT, LLC
a California limited liability company

By: 

James A. Lytle
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

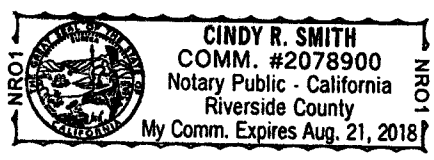
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On April 13, 2017 before me, Cindy R Smith, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared JAMES A LYTLE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cindy R Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 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: _____

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 April 24, 2017 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Denise Davila
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ 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: _____