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



**ITEM** 2.16 (ID # 6423)

### **MEETING DATE:**

Tuesday, February 27, 2018

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of Final Tract Map 32627, a Schedule "A" Subdivision in the Rancho

California Area. 3rd District; [Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 32627 as approved by County Counsel; and

2. Approve the Final Map; and

3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 32627.

**ACTION: Consent** 

Patricia Romo, Director of Transportation 2/14/2018

### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Navs:

None

Absent:

None

Date:

February 27, 2018

XC:

Transp.

2.16

Kecia Harper-Ihem

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

FINANCIAL DATA	Cu	rrent Fiscal Year:	ħ	lext Fiscal Year:	To	otal Cost:		Ongoin	y Cost
COST	\$	0	\$	0	\$ 0		\$	0	VIII. STORES (1980)
NET COUNTY COST	\$	0	\$	0	\$ 0		\$	0	
SOURCE OF FUND	s.	Annlicant fees	100	0/_		Budget Adj	ustn	nent:	N/A
	<b>.</b>	Applicant lees	100	70.		For Fiscal Y	'ear	:	N/A

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

### **Summary**

Tract 32627 was approved by the Board of Supervisors on Jan. 23, 2007 as Agenda Item 16.4. Final Tract Map 32627 is a 64.82 acre subdivision that is creating 115 residential lots, 8 open space lots and 1 park lot in the Rancho California area. 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.

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

\$8,097,200 - Bond # 0731576 for the completion of street improvements \$2,116,357 - Bond # 0720321 for the completion of the water system \$657,039 - Bond # 0734839 for the completion of the sewer system \$149,100 - Bond # 0734838 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:**

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

N/A

### **ATTACHMENTS:**

Final Map 32627 Vicinity Map
Road/Drainage Improvement Agreement
Water System Improvement Agreement
Sewer System Improvement Agreement
Monumentation Agreement
Final Map 32627 Mylars

Gregory V. Priaplos, Director County Counsel 2/15/2018



### **VICINITY MAP**

Tract 32627

TWP. 8S., RNG. 2W., SEC. 22

**Supervisorial District: 3** 



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

This agreement, made and	entered into by and between the County of Riverside,	State o	f California,
hereinafter called County, and	LS Terracina, LLC., a Delaware Limited Liability Co.		
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 <u>Tract 32627</u>, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within <u>24</u> 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 <u>Eight million ninety-seven</u> thousand two hundred and no/100 Dollars (\$8,097,200.00).

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

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

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

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

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

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

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

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

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

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

### County

### Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 LS Terracina, LLC. a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager 355 E. Rincon Street Suite 300 Corona, CA 92879

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

LS Terracina, LLC.

a Delaware Limited Liability Company

By: Standard Pacific Investment Corp., its Manager

By

LS Terracina, LLC.

a Delaware Limited Liability Company

By: Standard Pacific Investment Corp., its Manager  $\ \ Bv$ 

Title Marty Langpap, M.

gpap, Member Representative

Hitle Sean Doyle, Member Representative

COUNTY OF RIVERSIDE

CHUCKIWASHINGTON

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,

Clerk of the Board

Deputy

APPROVED AS TO FORM

County Counsel

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

Revised 09/29/09

### **ACKNOWLEDGMENT**

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

validity of that document.			
State of California County of Riverside			
On January 16, 2018	before me,	Jennifer R. Johnson, N	lotary Public
		(insert name and title	e of the officer)
personally appeared Sean Do	oyle and Marty	Langpap	
who proved to me on the basis of subscribed to the within instrumthis/her/their authorized capacity person(s), or the entity upon believe the certify under PENALTY OF PE paragraph is true and correct.	ent and acknow (ies), and that b half of which the	edged to me that he/she y his/her/their signature(s person(s) acted, execut	Ithey executed the same in s) on the instrument the ed the instrument.
paragraph is true and correct.		,,,,,,	••••
WITNESS my hand and official	seal.		JENNIFER R. JOHNSON Commission # 2053312 Notary Public - California Riverside County ly Comm. Expires Jan 22, 2018
Signature		(Seal)	

### 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 LS Terracina, LLC a Delaware Limited Liability Company, 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 32627, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water **District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Six Hundred Fifty-Seven Thousand Thirty Nine and no/100 Dollars (\$657,039.00).

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

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

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

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

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

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

EIGHTH: LS Terracina, LLC. has entered into a good and sufficient improvement security with Eastern Municipal Water District. The bond number 0734839, in an amount of \$657,039.00, has been issued by International Fidelity Insurance Company and is for the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation or Eastern Municipal Water District that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	LS Terracina, LLC a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager 355 E. Rincon Street, Suite 300 Corona, CA 92879
IN WITNESS WHEREOF, Contractor has affixed h LS Terracina, LLC a Delaware Limited Liability Co By: Standard Pacific Investment Corp., its Manage	mpany
LS Terracina, LLC a Delaware Limited Liability Co By: Standard Pacific Investment Corp., its Manage	
COUNTY OF RIVERSIDE  By  CHUCK WASHINGTON  ATTEST:  CHAIRMAN, BOARD OF SUPER	
KECIA HARPER-IHEM, Clerk of the Board  By Deputy	

APPROVED AS TO FORM

County Counsel

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

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Riverside
OnJanuary 26, 2018 before me,Karen Spletzer, Notary Public
(insert name and title of the officer)
personally appeared Marty Langpap and Sean Doyle 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.  KAREN SPLETZER Notary Public - California Riverside County Commission # 2075995 My Comm. Expires Jul 27, 2018
Signature (Seal)

### 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 <u>LS Terracina</u>, <u>LLC a Delaware Limited Liability Company</u>, 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 32627-, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>One Hundred Forty-Nine Thousand One Hundred</u> and no/100 Dollars (\$149,100.00).

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

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

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

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

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

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

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

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

### County Contractor LS Terracina, LLC Construction Engineer a Delaware Limited Liability Company Riverside County Transportation Dept. By: Standard Pacific Investment Corp., its Manager 2950 Washington Street 355 E. Rincon Street, Suite 300 Corona, CA 92879 Riverside, CA 92504 IN WITNESS WHEREOF, Contractor has affixed his name, address and seal. LS Terracina, LLC a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager Signed: Print Name: Marty Langpap Title Member Representative LS Terracina, LLC a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager Signed: Sean Doyle Print Name: Member Representative Title CK WASHINGTON CHAIRMAN, BOARD OF SUPERVISORS ATTEST: KECIA HARPER-IHEM, Clerk of the Board APPROVED AS TO FORM County Counsel

SIGNATURES OF

### **ACKNOWLEDGMENT**

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

validity of that document.
State of California County of
On January 26, 2018 before me, Karen Spletzer, Notary Public
(insert name and title of the officer)
personally appeared Marty Langpap and Sean Doyle
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.  KAREN SPLETZER Notary Public - California Riverside County Commission # 2075995 My Comm. Expires Jul 27, 2018
Signature (Seal)

### 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 LS Terracina, LLC a Delaware Limited Liability Company, 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 32627, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Rancho California 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 **Two Million** One Hundred Sixteen Thousand Three Hundred Fifty-Seven and no/100 Dollars (\$2,116,357.00).

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

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

FEB 2 7 2018 2.16

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

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

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

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

EIGHTH: LS Terracina, LLC. has entered into a good and sufficient improvement security with Rancho California Water District. The bond number 0720321, in an amount of \$2,116,357.00, has been issued by International Fidelity Insurance Company and is for the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation or Rancho California Water District that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

### County Contractor LS Terracina, LLC Construction Engineer a Delaware Limited Liability Company Riverside County Transportation Dept. By: Standard Pacific Investment Corp., its Manager 2950 Washington Street 355 E. Rincon Street, Suite 300 Riverside, CA 92504 Corona, CA 92879 IN WITNESS WHEREOF, Contractor has affixed his name, address and seal LS Terracina, LLC a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager Signed: Print Name: Marty Langpap Title Member Representative LS Terracina, LLC a Delaware Limited Liability Company By: Standard Pacific Investment Corp., its Manager Signed: Sean Doyle Print Name: Title Member Representative COUNTY OF RE CHUCK WASHINGTON ATTEST: CHAIRMAN, BOARD OF SUPERVISORS KECIA HARPER-IHEM,

APPROVED AS TO FORM

County Counsel

Clerk of the Board

By B

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

Revised 09/29/09

### **ACKNOWLEDGMENT**

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

State of California County of Riverside
On January 26, 2018 before me, Karen Spletzer, Notary Public (insert name and title of the officer)
personally appeared Marty Langpap and Sean Doyle 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.  KAREN SPLÉTZER Notary Public – California Riverside County Commission # 2075995 My Comm. Expires Jul 27, 2018
Signature (Seal)

### ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY RECORDS MANAGEMENT PROGRAM

RECORDS MANAGEMENT PROGRAI RECORDS TRANSFER LIST, part 1

1. Wor	k O	rde	r	#	£,,
100					

1. Page—— of —

NSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

MOTROCE	IONS: Fax completed form to (909) 358-6	DEPARTMENTAL.							
			8. ORG.#			10. DATE 03/01/2018			
4 ORGANIZATION County of Riverside-CA.			9. ACCOUNT#			11. N	11. MEDIA CODE		
5. ADDRESS 4080 Lemon St., Room 127			12. N	O. OF BOXES TRA	NSFERRED	)	÷	·	
сіту Riverside, CA. 92501			13. RECORDS TRANSFERRED BY:						
6. MAIL STO 1010	· · · · · · · · · · · · · · · · · · ·	# FAX# S 951-955-8092 951-955-1	071	14. R	ECORDS COORDI	NATOR (mu	ist be	Authorized):	
15. BOX # (Temp)	DESCRIPTION OF RECORDS		17. RAN OF Y		18. DESTRUCTION DATE	19. RECOR SERIES TITLE CODE		20.  PERMANENT BOX # (Barcode label)	
	Item No 2.16 Tract Map 32 Board Date: 02/28/2018								
/•	Schedule "A" Subdivision Rancho California area 3 <sup>rd</sup>								
		***************************************							
					,				
						<u> </u>			
									•
								2016	
21. RECOR	DS RECEIVED BY: RANC				30. REMARKS			MAR - I	5 <b>8 8 8 8 8 8 8 8 8 8</b>
22. TITLE	DPS	23. RECEIVED VIA:						A	50 S
24. DATE RECEIVED: 3-1-18  25. TIME RECEIVED: 3-1-18  27. DATE BOXES VERIFIED:			.,				D: 26	OCULALIA PLANE	
26. BOXES VERIFIED BY:  28. NAME\DATE SCANNED TO HOLDING AREA:				29. NAME\DATE	SCANNED	TO LO	OCATION:	10.	

### STE

FILED THIS

DAY OF\_

M. N BOOK

RECORDER'S STATEME

AT PAGES

THE CLERK OF THE BOARD

# TRACT NO. 32627

BEING A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 20921, FILED IN BOOK 136, PAGES 96 AND 97, PARCELS 3 AND 4 OF PARCEL MAP NO. 7838, FILED IN BOOK 31, PAGES 97 AND 98, PARCELS 1, 3 AND 4 OF PARCEL MAP NO. 14649, FILED IN BOOK 78, PAGE 93, AND PARCEL 4 OF PARCEL MAP NO. 14825, FILED IN BOOK 78, PAGE 25, ALL OF PARCEL MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN FRACTIONAL SECTION 21, TOWNSHIP 8 SOUTH, RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN FRACTIONAL SECTION 12, TOWNSHIP 8 SOUTH, RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN FRACTIONAL SECTION 12, TOWNSHIP 8 SOUTH, RIVERSIDE COUNTY RECORDER 2 WEST, SAN BERNARDINO MERIDIAN

HUNSAKER AND ASSOCIATES, INC.

JUNE 2013

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "P", INCLUSIVE THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", ANZA ROAD AND LOTS "D" AND "E" EL CHIMISAL ROAD, THE OWNERS OF LOTS 1, 26, 34 THROUGH 42, INCLUSIVE, LOTS 55 AND 56, LOTS 90 THROUGH 97, INCLUSIVE, LOTS 100 THROUGH 109, INCLUSIVE, LOT 117 AND LOT 124, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOTS 119, 120, 122 AND 124, INDICATED AS OPEN SPACE, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOT 121, INDICATED AS NATURAL OPEN SPACE, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOTS 116 AND 117, INDICATED AS WATER QUALITY BASIN, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOT 118, INDICATED AS OPEN SPACE/COMMUNITY PARK, AND LOT 123, INDICATED AS OPEN SPACE/LINEAR PARK, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENTS", OVER LOTS 62 THROUGH 64, INCLUSIVE, 110, AND 112 THROUGH 115, INCLUSIVE, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENTS LYING WITHIN LOT 117 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS LYING WITHIN LOT 117 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE AND STORM DRAIN EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TRAIL EASEMENTS LYING WITHIN LOTS OF 33 AT THROLICH AS INCLUSIVE A7 AN THROLICH 97 INCLUSIVE 100 THROLICH 109. INCLUSIVE, 117 AND

### SURVEYOR'S STATEMENT

SUBDIVISION GUARANTEE: FIRST

PETER ALDANA, ASSESSOR-COU

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCA THE REQUEST OF LS TERRACINA, LLC. IN MAY, 2013. I HEREBY STATE THAT ALL I OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND MOUNMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTHIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TE SURVEY IS TRUE AND COMPLETE AS SHOWN.

PAUL R HUDDLESTON, JR., L.S. 7083



## COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND ORDINANCES, I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UPSUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON MAP OF TRACT MAP 32627 AS FILED, AMENDED, AND APPROVED BY THE BOARD ON JANUARY 23, 2007, THE EXPIRATION DATE BEING JANUARY 23, 2018; AND THE SATISFIED THIS MAP IS TECHNICALLY CORRECT.





## BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISOR APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION OF LOTS "INCLUSIVE, MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE STANDARDS.

AND STORM BRAIN EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND FLOOD
AGE AND STORM BRAIN EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND FLOOD

OPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TRAIL EASEMENTS LYING 26, 33, 61 THROUGH 64, INCLUSIVE, 67, 90 THROUGH 97, INCLUSIVE, 100 THROUGH 109, INCLUSIVE, 117 AND THROUGH 124, INCLUSIVE AS SHOWN HEREON. THE DEDICATION IS FOR COMMUNITY TRAIL PURPOSES. PROPERTY OF SCRIBE GRIDN IS DEDICATED AS AN BASEBEAN FOR PUBLIC PURPOSES OVER TO 117. THE DEDICATION IS FOR WATER GLACITY BAD THIS PERTIEN PURPOSES.

A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

CORPORATION, ITS MEMBER HOMES OF CALIFORNIA, INC.,

CALATLANTIC GROUP, INC

OPERATIONAL VICE PRESIDENT LANGPAP

MAXIS CORPORATION, ITS MEMBER

THE COUNTY OF RIVERSIDE. STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION OF LOTS "A" THROUGH "O", INCLUSIVE, MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY

THE OFFERS OF DEDICATION OF LOT "P" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IS ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROAD SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

ACCEPTED. OFFER OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENT IS HEREBY NOT

THE OFFER OF DEDICATION MADE HEREON OF THE WATER QUARTITY AND HASPEATION MADE ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE AND STORM DRAIN EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND FLOOD CONTROL FACILITIES, ARE HEREBY ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES.

ALL OTHER DEDICATIONS ARE HEREBY NOT ACCEPTED

COUNTY THE BOARD OF SUPERVISORS

CLERK OF THE BOARD OF SUPERVISORS KECIA HARPER-IHEM DEPUTY DEPUTY

### TAX COLLECTOR'S CERTIFICATE

HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$21,700

DATE: Swary ļ, 201

JON CHRISTENSEN, COUNTY TAX COLLECTOR,

HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 21 700 HAS BEEN EXECUTED AND FILE WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. HAS BEEN EXECUTED AND FILED

したってっとり 201

CASH OR SURETY BOND JON CHRISTENSEN, COUNTY TAX COLLECTOR

ted a rem

# ET 2 FOR NOTARY ACKNOWLEDGEMENTS

RDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL

ION OF AN EASEMENT FOR PUBLIC ROAD, DRAINAGE AND UTILITY PURPOSES IN FAVOR JUNTY OF RIVERSIDE, RECORDED OCTOBER 13, 2005, AS INSTRUMENT NO. 1820 OFFICIAL RECORDS, WITHIN THE BOUNDARY OF THIS TRACT MAP.

RIGHT TO MAINTAIN, OPERATE, REPLACE, REMOVE, OR RENEW SUCH FACILITIES, TO SECTION 8340 OF THE STREETS AND HIGHWAYS CODE, AS RESERVED IN V 2017-140, RECORDED SEPTEMBER 5, 2017 AS INSTRUMENT NO. 2017-0368161, ECORDS, WITHIN THE BOUNDARY OF THIS TRACT MAP. EMENT FOR ANY EXISTING PUBLIC UTILITIES AND PUBLIC SERVICE FACILITIES, TOGETHER

### RECORDING REQUESTED BY:

### WHEN RECORDED, MAIL TO:

JACKSON TIDUS (SLM) 2030 Main Street, Suite 1200 Irvine, California 92614

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY
FOR
TERRACINA
(TRACT. NO. 32627)

### SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND

### NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY FOR

### TERRACINA (TRACT. NO. 32627)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY FOR TERRACINA (TRACT NO. 32627) ("Supplemental Declaration") is made by LS TERRACINA, LLC, a Delaware limited liability company ("Declarant").

### PREAMBLE:

- A. Declarant is "Declarant" under the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terracina, Recorded on December 22, 2015, as Instrument No. 2015-0552549, as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terracina, Recorded on May 13, 2016, as Instrument No. 2016-0196962 (together with any further amendments thereto, collectively, the "Declaration"), in the Official Records of Riverside County, California (the "Official Records"). The Declaration is binding upon all Owners of Lots in the planned residential development known as Terracina (the "Community").
- B. Declarant is the owner of certain real property ("Tract 32627 Property") in the unincorporated area of the County of Riverside, State of California, described as follows:

Lots 1 to 77, inclusive, and	Lots 79 t	to 124, in	clusive,	of Tract
No. 32627, as shown on a Su	bdivision !	Map (the	"Map"),	filed on
, 2018,	in Book	, at	Pages	to
, inclusive, of Maps, i	n the Offi	ce of the l	Riverside	County
Recorder.				

- C. The Tract 32627 Property is part of the "Permissible Annexable Territory" as defined in the Declaration.
- D. Pursuant to Sections 1.1.3 and 16.2 of the Declaration, the County may require Permissible Annexable Territory to be designated as Mandatory Annexable Territory in connection with requirements for new tract maps, which shall be set forth in a Supplemental Declaration. Pursuant to Sections 1.1.89 and 1.2.4 of the Declaration, Declarant may record a Supplemental Declaration to supplement, modify or clarify covenants, restrictions or easements established under the Declaration for the real property affected thereby.
- E. In connection with the County's approval of the Map, Declarant desires to record this Supplemental Declaration to designate the Tract 32627 Property as Mandatory Annexable

Territory under the Declaration and to supplement the Declaration with additional terms and provisions applicable to the Tract 32627 Property pursuant to the County's Conditions of Approval for Tract No. 32627.

### THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

1. Designation of Mandatory Annexable Territory. Declarant declares that the Tract 32627 Property is designated as Mandatory Annexable Territory as defined in Section 1.1.3(a) of the Declaration. The Tract 32627 Property shall be added to the Community and made subject to the Declaration, as required by the County and described in Article 16 of the Declaration; provided that the Declaration shall not create an encumbrance on the Tract 32627 Property until such time as a Notice of Addition or Supplemental Declaration is recorded annexing such property to the coverage of the Declaration. No Close of Escrow for the sale of a residential Lot located in the Tract 32627 Property may occur prior to the Mandatory Annexation (as defined in Section 16.2 of the Declaration) of such residential Lot. The Mandatory Annexation of all or any portion of the CSA Lots (designated below) shall occur prior to or concurrently with the fee conveyance of any such CSA Lot to the County or County Service Area, as applicable. Except as provided herein, all terms and provisions applicable to the Mandatory Annexable Territory as set forth in the Declaration shall apply to the Tract No. 32627 Property. No amendment may be made to this Section 1 without the prior written approval of Declarant and the Planning Director of the County or the County's successor-in-interest.

### 2. Land Classifications.

- (a) Lots. Lots 1 to 77, inclusive, and Lots 79 to 115, inclusive, of Tract No. 32627 are designated to be Lots, as defined in the Declaration.
- (b) *Common Area*. There is no Common Area (as defined in the Declaration) in the Tract 32627 Property.
- all of the Improvements in CSA Maintenance Areas, residential Lots or other real property which are not owned in fee by the Association but which are designated for maintenance by the Association, as described in Section 1.1.8 of the Declaration. The Association's maintenance of the Association Maintenance Areas for the Tract 32627 Property shall not commence until they have been designated as an Association Maintenance Area as part of a Phase of development and the maintenance obligation has been transferred to the Association through a Supplemental Declaration or Notice of Addition; provided that the maintenance obligation for the Association Maintenance Areas for the Tract 32627 Property shall be transferred to the Association no later than the last Close of Escrow for the sale of all residential Lots in Tract No. 32627. Declarant reserves, for the benefit of the Association, nonexclusive easements over the Lots, as necessary for access to and maintenance of the Association Maintenance Areas within the Tract 32627 Property described herein. The Association Maintenance Areas for the Tract 32627 Property are approximately depicted on *Exhibits A-1* and *A-2* and include the following:

- (i) Parkway and median landscaping and irrigation equipment within portions of the public right-of-way, as depicted on *Exhibit A-1*;
- (ii) Slope landscaping and irrigation equipment on yard areas of certain residential Lots, as depicted on *Exhibit A-1*;
- (iii) Clustered mailboxes located on certain residential Lots and/or within the public right-of-way, as depicted on *Exhibit A-1*;
- (iv) Community Monumentation on certain CSA Lots, as depicted on Exhibit A-1;
- (v) The structural and support components of the retaining walls located on portions of certain residential Lots, as depicted on *Exhibit A-1*, together with the "v"-ditches and clearance of debris from the area drain inlets that are appurtenant to such retaining walls and located outside of the private fenced-in areas of the residential Lots; provided that Owners shall be responsible for maintaining the exposed interior and exterior surfaces of the retaining walls; and
- (vi) The structural and support components of the geogrid retaining walls and geogrid fabric located on portions of certain residential Lots and CSA Lots, as depicted on *Exhibit A-2*, together with the "v"-ditches and clearance of debris from the area drain inlets that are appurtenant to such geogrid retaining walls and located outside of the private fenced-in areas of the residential Lots; provided that Owners shall be responsible for maintaining the exposed surface landscaping of the geogrid retaining walls located on their Lot.

Additional Association Maintenance Areas may be designated at a future date in a Supplemental Declaration.

- (d) CSA Maintenance Areas. The CSA Maintenance Areas are all of the real property and Improvements thereon which are held in fee simple or by easement, lease, encroachment, permit or license by the County or the County Service Area and designated as a CSA Maintenance Area by Declarant or a Neighborhood Builder (with Declarant's consent), as described in Section 1.1.26 of the Declaration. The CSA Maintenance Areas for the Tract 32627 Property include the following real property and Improvements:
- (i) CSA Lots. Lots 116 to 124, inclusive, of Tract No. 32627 are designated as CSA Lots. The CSA Lots in the Tract No. 32627 Property include water quality/detention basins, drainage facilities, green belt, regional trail with three-rail vinyl fencing, and landscaping (including fuel modification maintenance). Without limiting the foregoing, and for purposes of compliance with the requirements of the Riverside County Flood Control and Water Conservation District ("Flood Control District"), the CSA Lots include the following Improvements which are designated as CSA Maintenance Areas: (1) "Line C" the outlet pipe for Basin D, as shown on sheet 4 of Riverside County Transportation Department ("RCTD") storm drain plans (IP No. 070091), which is located on Lot 117 of Tract No. 32627; and (2) "Line E" the outlet pipe for Basin E, as shown on sheet 5 of RCTD storm drain plans (IP No. 070091), which is located on Lot 116 of Tract No. 32627.

- (ii) CSA Maintenance Areas within the Public Right-of-Way. The CSA Maintenance Areas for the Tract 32627 Property include parkway landscaping and irrigation equipment located within the public right-of-way on portions of the public streets crossing and adjacent to the Community, as depicted on Exhibit B.
- (iii) CSA Maintenance Areas on Residential Lots. The CSA Maintenance Areas for the Tract 32627 Property include maintenance of slope landscaping and irrigation equipment (including fuel modification maintenance), and regional trail and three-rail vinyl fencing on portions of certain residential Lots, as depicted on Exhibit B.
- (iv) CSA Maintenance Areas Drainage Access Facilities, Outlet Facilities and Existing Berm/Pipe. The CSA Maintenance Areas for the Tract 32627 Property include maintenance of the PCC maintenance access Improvements (from Monte Verde Road) and maintenance access road to storm drain lines A, B and C outlets, depicted as "CSA Maintenance Areas Drainage Access Facilities" on Exhibit B. The CSA Maintenance Areas also include the existing berm and culvert, and a portion of the "Line C" outlet facilities in the public right-of-way, in the locations depicted on Exhibit B.
- 3. **Supplemental Covenants and Restrictions**. The Tract 32627 Property shall automatically be subject to the following covenants and restrictions upon the Mandatory Annexation of such portions of the Tract 32627 Property, which supplement the provisions set forth in the Declaration. Additional covenants and restrictions applicable to the Tract 32627 Property may be set forth in one or more Supplemental Declarations.
- (a) Conditions of Approval. "Conditions of Approval," as defined in Section 1.1.23 of the Declaration, is further defined to also include the County's Conditions of Approval for Tract No. 32627.
- Water Quality Management Plan. "Water Quality Management Plan," as (b) defined in Section 1.1.94 of the Declaration, is further defined to include the "Final Water Quality Management Plan for Tract 32627", dated December 2016, which was approved by the Riverside County Flood Control and Water Conservation District on February 2, 2017 (as may be amended from time to time, the "32627 WQMP"). The Association and each Owner in the Tract 32627 Property will be subject to the requirements of the 32627 WQMP and are notified of their responsibility to comply with the requirements of the 32627 WQMP, as applicable. accordance with the Conditions of Approval and the 32627 WQMP, all privately owned structural best management practices must be inspected, and if required, cleaned no later than October 1st each year. A copy of the 32627 WQMP must be maintained by the Association in perpetuity. The Owners and Association are further notified of the existence of that certain "Covenant and Agreement Regarding Water Quality Management Plan BMP, Consent to Inspect, Maintenance and Indemnification" recorded on January 18, 2017, as Instrument No. 2017-0021721, in the Official Records (as may be amended, the "WQMP Agreement") and the obligations thereof.
- (c) Fuel Modification Plan. "Fuel Modification Plan," as defined in Section 1.1.43 of the Declaration, is further defined to include the "Tract 32627 Precise Fuel

Modification Plan" prepared by Firesafe Planning Solutions, dated March 29, 2017, and approved by the Riverside County Fire Department on April 13, 2017. The Fuel Modification Plan may be amended from time to time, subject to the approval of the Riverside County Fire Department. A copy of the Fuel Modification Plan is available from the Association or the Riverside County Fire Department. The Owners, the Association and County Service Area will be subject to the requirements of the Fuel Modification Plan for the Tract 32627 Property, as applicable.

- (d) Landscaping Maintenance. Pursuant to the Conditions of Approval, landscaped areas in the Tract 32627 Property shall be maintained in accordance with County of Riverside Ordinance No. 859, as applicable. The use of water-intensive landscaping is prohibited and the use of low water use landscaping is required for the Tract 32627 Property pursuant to the provisions of County of Riverside Ordinance No. 859.
- (e) Geogrid Restrictions. Within certain retaining walls (referred to herein as "geogrid retaining walls") in the Community, a synthetic fabric called "geogrid" is installed in layers buried along and extending outward from the geogrid retaining wall. This geogrid fabric is buried beneath portions of the side and rear yards of portions of certain residential Lots and CSA Lots, as approximately depicted on Exhibit D. The geogrid fabric is buried below the surface and is intended to remain in place indefinitely. In the areas of geogrid installation (as approximately shown on Exhibit D), Owners are prohibited from installing, placing, or constructing any Improvements (including without limitation, landscaping, pools and spas) which extend beyond a depth of eighteen (18) inches below ground level. Owners must not dig or excavate beyond a maximum depth of eighteen (18) inches below the surface and must ensure that any plants, trees and other landscaping planted in the areas of geogrid installation are a type in which the root systems will not extent beyond eighteen (18) inches at maturity. Owners are responsible for advising their consultants, gardeners, and contractors of these restrictions and ensuring their compliance.
- Association Access to Geogrid Retaining Walls. As described above and approximately depicted on Exhibit A-2, certain geogrid retaining walls and geogrid fabric have been designated as Association Maintenance Areas and the Association is responsible for maintenance of the structural and support components of such walls and geogrid fabric. Declarant has reserved nonexclusive easements for the benefit of the Association for access to and maintenance of these Association Maintenance Areas. Certain portions of the geogrid retaining walls and geogrid fabric on the residential Lots are part of the private yard area and are enclosed by walls and/or fencing. The geogrid retaining walls and geogrid fabric are intended to remain in place indefinitely and are not anticipated to require frequent structural maintenance and However, Owners are required to cooperate with the Association and provide the Association (including Association's manager, employees and agents) access to the private yard area of their residential Lot as reasonably necessary for the Association to inspect and maintain the structural integrity of the geogrid retaining walls and geogrid fabric which have been designated as an Association Maintenance Area. Owners shall frequently conduct a visual inspection of the geogrid retaining walls and notify the Association if the Owner observes deterioration of the geogrid retaining walls or any other structural concerns.

- 4. **Supplemental Disclosures**. This Section supplements Article III of the Declaration with additional disclosures applicable to the Tract 32627 Property.
- (a) **Public Trails.** A number of public trails are located throughout the Tract 32627 Property, as approximately depicted on **Exhibit C** (the "**Public Trails**"). The Public Trails connect to a regional trail system and are located on CSA Lots as well as portions of residential Lots 26, 33, 61 to 64, inclusive, 67, 90 to 97, inclusive, and 100 to 109, inclusive, of Tract No. 32627. The County Service Area will be responsible for maintaining the Public Trails and three-rail vinyl fencing along the Public Trails. The public may use the Public Trails for walking, dog-walking, hiking, bicycling and other purposes; provided that Declarant makes no guarantee that the foregoing uses of the Public Trails will be permitted. If a Public Trail is located on or near an Owner's Lot, there will be a limitation on privacy where yards or windows are visible from the Public Trail. Residents in the vicinity of the Public Trails may experience noise, odors, and other disturbances from the use and maintenance of the Public Trails.
- (b) Parks. Parks are planned to be constructed on Lots 118 and 123 of Tract No. 32627 (collectively, the "Parks"). The park on Lot 118 of Tract No. 32627 is planned to include a basketball court, playground, picnic tables, barbecues, walkways, and green belt, and the park on Lot 123 of Tract No. 32627 is planned to include picnic tables and green belt. There is no guarantee that any of these facilities will be included in the Parks. Residents in the vicinity of the Parks may experience noise, increased vehicular and pedestrian traffic, odors, dust, errant flight of balls, and other impacts and disturbances associated with use and maintenance of the Parks.
- 5. Amendment and Duration. This Supplemental Declaration may be amended or terminated only by complying with the requirements in the Declaration for amendment or termination of a Supplemental Declaration. Unless amended or terminated, this Supplemental Declaration shall continue in full force and effect for so long as the Declaration remains in effect.
- 6. **Miscellaneous**. This Supplemental Declaration constitutes a Supplemental Declaration as defined in Section 1.1.89 of the Declaration. The provisions of this Supplemental Declaration shall run with all of the Tract 32627 Property and the Community, shall be binding upon all persons having or acquiring any interest in the Tract 32627 Property, the Community, or any part thereof, shall inure to the benefit of and burden every portion of the Tract 32627 Property, the Community, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by Declarant and each successor in interest of Declarant, the Association and its successive owners and assigns and any Owner. Except as otherwise provided herein, the terms in this Supplemental Declaration shall have the same meanings as are given such terms by the Declaration.

### SIGNATURES TO SUPPLEMENTAL DECLARATION AND DESIGNATION OF MANDATORY ANNEXABLE TERRITORY FOR TERRACINA (TRACT NO. 32627)

This Supplemental Declaration has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated: DECEMBER 6TH, 2017

**DECLARANT:** 

LS TERRACINA, LLC, a Delaware limited liability company

By: Standard Pacific Investment Corp.,

a Delaware corporation

Its: Member

Print Name: SEAN DOY

Title: MEMBER REPRESENTATIVE

Ву:\_\_\_\_\_

Print Name.\_

Title: Operator

Member Rosanon Chr.

By: Lennar Homes of California, Inc.,

a California corporation

Its: Member

Бу:\_\_\_\_\_

Print Name:

Title: VICE PROPU

Print Name: Gle

Title: VICE President

[NOTARIAL ACKNOWLEDGMENTS ON FOLLOWING PAGE(S)]

### **ACKNOWLEDGMENT**

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

State of California County of Riverside	
On December 06, 2017 before n	ne, Karen Spletzer, Notary Public (insert name and title of the officer)
personally appeared Martin Langpap an	d Sean Doyle
who proved to me on the basis of satisfactor subscribed to the within instrument and acking his/her/their authorized capacity(ies), and the	ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY und paragraph is true and correct.	ler the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KAREN SPLETZER Notary Public - California Riverside County Commission # 2075995 My Comm. Expires Jul 27, 2018
Signature	(Seal)

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 NIVERSIDE
On December 13, 2017, before me, Beth Bruly, Notary Public (here insert name and title of the officer)
personally appeared Jeff Clemens and Geoffrey Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.    Signature   Signature
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
On,, before me,
(here insert name and title of the officer)
personally appeared
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 (Seal)

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
On,, before me,(here insert name and title of the officer)
personally appeared
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 (Seal)
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
On,, before me,
personally appeared
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 (Seal)

### **EXHIBIT A-1**

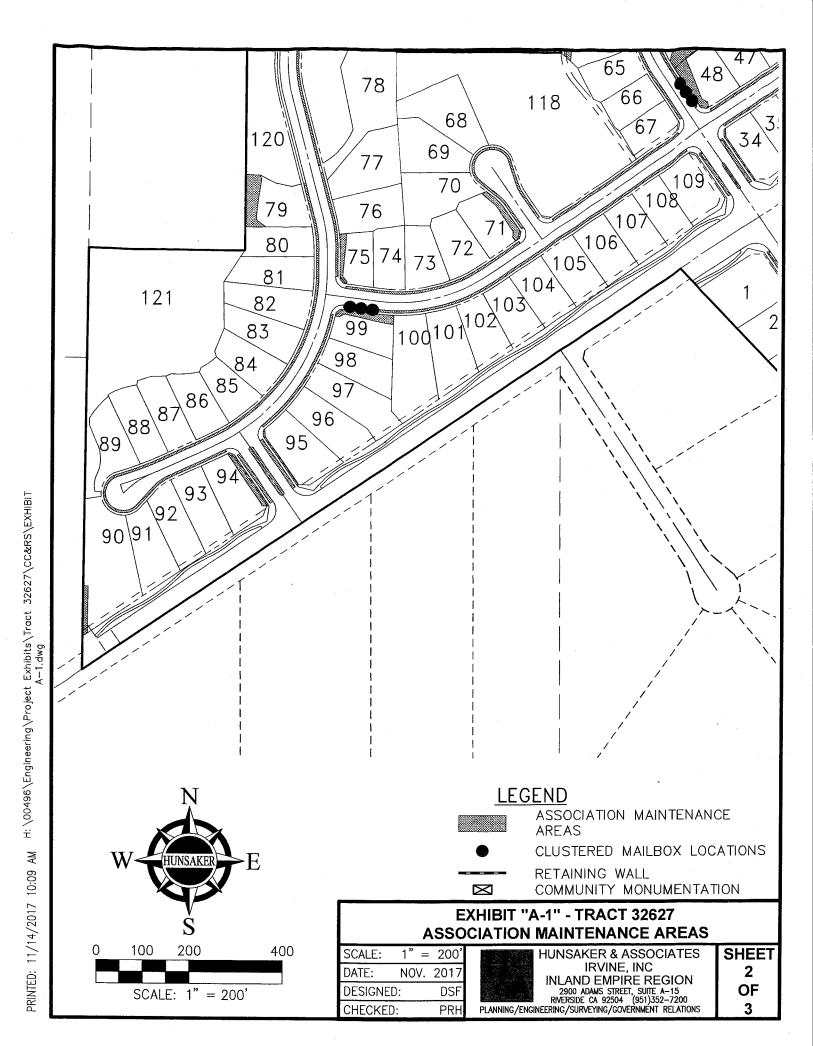
### DRAWING SHOWING LOCATIONS OF ASSOCIATION MAINTENANCE AREAS (EXCEPT GEOGRID RETAINING WALLS) IN TRACT NO. 32627

[Attached hereto]

CHECKED:

**PRH** 

PRINTED: 11/14/2017 10:09 AM H:\00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT A-1.dwg



CHECKED:

PRH

H:\00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT

PRINTED: 11/14/2017 10:09 AM

#### **EXHIBIT A-2**

# DRAWING SHOWING LOCATIONS OF ASSOCIATION MAINTENANCE AREAS (GEOGRID RETAINING WALLS) IN TRACT NO. 32627

CHECKED:

PRH

PRINTED: 11/14/2017 10:10 AM H:\00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT A-2.dwg

### **EXHIBIT B**

## DRAWING SHOWING LOCATIONS OF CSA MAINTENANCE AREAS IN TRACT NO. 32627

PRINTED: 11/27/2017 3:18 PMH:\00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT B.dwg

### **EXHIBIT C**

## DRAWING SHOWING LOCATIONS OF PUBLIC TRAILS IN TRACT NO. 32627

SHEET

OF

PRINTED: 11/14/2017 10:07 AMH: \00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT C.dwg

PRINTED: 11/14/2017 10:07 AMH: \00496\Engineering\Project Exhibits\Tract 32627\CC&RS\EXHIBIT C.dwg

## EXHIBIT D

## DRAWING SHOWING APPROXIMATE LOCATIONS OF GEOGRID RETAINING WALLS AND LIMITS OF GEOGRID

GEOGRID RETAINING WALL WITH LIMITS OF GEOGRID

85

94

86

87

88

89

## **EXHIBIT "D" - TRACT 32627 GEOGRID RETAINING WALLS**

	<b>HUNSAKER</b> 8
	IRVII
	INLAND EM
	2900 ADAMS S
#81(00-300)	RIVERSIDE CA 925

SHEET 3 OF 4

97

96

95