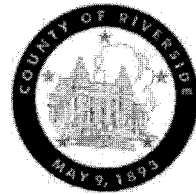


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
2.15
(ID # 6901)

MEETING DATE:

Tuesday, May 8, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36910, a Schedule "B" Subdivision in the Woodcrest area. 1st District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 36910 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 36910.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: May 8, 2018
xc: Transp., COBlw

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%.			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 36910 was approved by the Board of Supervisors on May 24, 2016 as Agenda Item 16.2. Tract Map 36910 is a 9.90 acre subdivision that is creating Nine (9) residential lots and one (1) open space lots in the Woodcrest area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

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

Woodcrest Suttles, 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 Philadelphia Indemnity Insurance Company are as follows:

- \$494,500 - Bond # PB03010404788 for the completion of street improvements
- \$6,000 - Bond # PB03010404789 for the completion of the water system
- \$7,800 - Bond # PB03010404790 for the completion of the monumentation

Impact on Residents and Businesses:

N/A

Additional Fiscal Information:

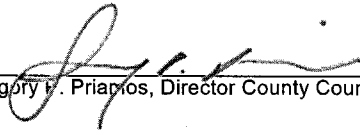
All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

36910 Vicinity Map

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

36910 Improvement Agreements
36910 Mylars



Gregory V. Priamos, Director County Counsel 4/25/2018

**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 Woodcrest Suttles, 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 36910**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Four Hundred Ninety-four Thousand Five Hundred and no/100 Dollars (\$494,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the 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

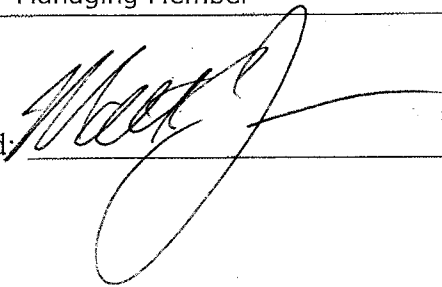
Woodcrest Suttles, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

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

Signed: Woodcrest Suttles, LLC, a Delaware limited liability company
By: Diversified Pacific Communities, LLC, a Delaware limited liability company
Its: Manager

Print Name: Matthew A. Jordan

Title Managing Member

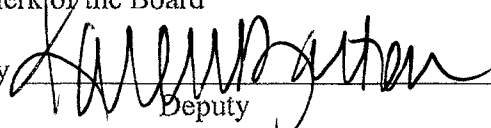
Signed: 

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON

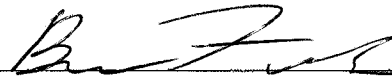
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

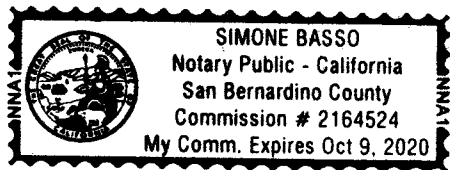
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On March 6, 2018 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Woodcrest Suttles, 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 36910**, 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 Western 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 **Six Thousand and no/100 Dollars (\$6,000.00)**.

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

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

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

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

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

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

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

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

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

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

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

Contractor
Woodcrest Suttles, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

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

Signed: Woodcrest Suttles, LLC, a Delaware limited liability company
By: Diversified Pacific Communities, LLC, a Delaware limited liability company
Its: Manager

Print Name: Mathew A. Jordan

Title Managing Member

Signed: 

COUNTY OF RIVERSIDE

Signed: 

CHUCK WASHINGTON

ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

Signed: 

Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 09/29/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

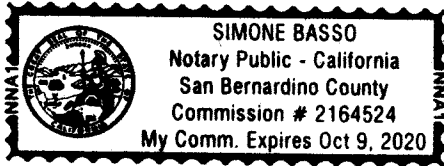
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On March 6, 2018 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of 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 Woodcrest Suttles, 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 36910**, 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 **Seven Thousand Eight Hundred and no/100 Dollars (\$7,800.00)**.

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

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

Woodcrest Suttles, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

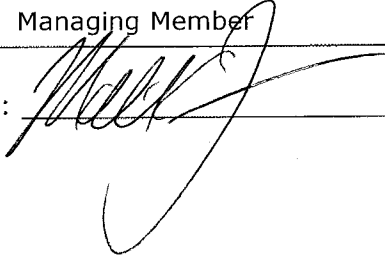
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Woodcrest Suttles, LLC, a Delaware limited liability company


Signed: By: Diversified Pacific Communities, LLC, a Delaware limited liability company
Its: Manager

Print Name: Mathew A. Jordan

Title Managing Member

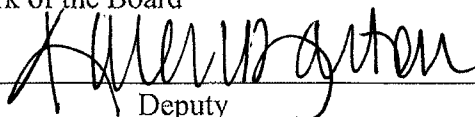
Signed: 

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON

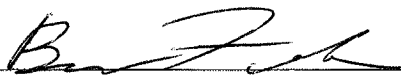
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

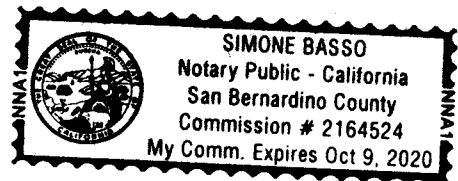
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino

On March 6, 2018 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

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 of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

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

1. Work Order# _____

1. Page ____ of ____

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

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors	8. ORG.#	10. DATE 05/08/2018
4. ORGANIZATION County of Riverside-CA.	9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127	12. NO. OF BOXES TRANSFERRED	
CITY Riverside, CA. 92501	13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Lorraine Williams 951-955-8092 951-955-1071	14. RECORDS COORDINATOR (must be Authorized):

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Final Tract Map No 36910 Item 2.15 Board Date: 05/08/2018				
	Schedule "B" in the Woodcrest area 1st District				

21. RECORDS RECEIVED BY: <i>LORRAINE M. DILL</i>		RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS 2018 MAY - 9 AM 10:05	30. REMARKS	
22. TITLE <i>ACR TECH 1</i>	23. RECEIVED VIA:			
24. DATE RECEIVED: <i>5/9/2018</i>	25. TIME RECEIVED: <i>10:05 A.M.</i>			
26. BOXES VERIFIED BY: <i>LORRAINE M. DILL 1 MAP.</i>	27. DATE BOXES VERIFIED:			
28. NAME/DATE SCANNED TO HOLDING AREA:				

*May 8, 2018 2.15
2018-5-139678*

TRACT NO. 36910

adkan
ENGINEERS

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF THE AMENDED MAP WOODCREST ACRES NO. 5,
PER MAP FILED IN BOOK 18, PAGE 39 OF MAPS, RECORDS OF RIVERSIDE COUNTY,
IN SECTION 26 TOWNSHIP 3 SOUTH, RANGE 5 WEST, S.B.M.
JANUARY 2015

RECORDER

FILED THIS _____ DA
IN BOOK _____ (____)
AT THE REQUEST C
NO. _____
FEE _____
PETER ALDANA, AS:
BY: _____

SUBDIVISION GUAR.
CORRECTED TITLE COMP.

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" AND "B". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", PONDEROSA LANE, THE OWNERS OF PARCEL 1 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 25 FOOT ACCESS OPENING FOR PARCEL 1, AS SHOWN HEREON, 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 BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 10 AS AN OPEN SPACE LOT, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE ACCESS ROAD EASEMENT LYING WITHIN LOTS 1, 2, 3, 4 AND 10, AS SHOWN HEREON, THE DEDICATION IS FOR INGRESS AND EGRESS FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE DRAINAGE EASEMENTS, LYING WITHIN LOTS 4 AND 10, AS SHOWN HEREON, THE DEDICATION IS FOR DRAINAGE PURPOSES 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: DRAINAGE EASEMENT LYING WITHIN LOT 10, AS SHOWN HEREON, THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: WATER QUALITY EASEMENT LYING WITHIN LOT 10, AS SHOWN HEREON, THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES 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: ACCESS EASEMENTS AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM THE WATER QUALITY EASEMENT, AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" LYING WITHIN OPEN SPACE LOT 10, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

WOODCREST SUTTLERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: DIVERSIFIED PACIFIC COMMUNITIES, LLC A DELAWARE LIMITED LIABILITY COMPANY


MATTHEW A. JORDAN, MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
[REDACTED] THE MOMENT TO WITNESS THIS CERTIFICATE IS

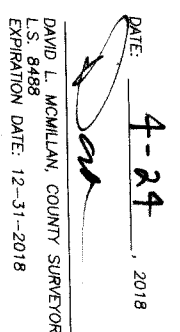
SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND OF PETER PITASSI ON JANUARY 21, 2015. I HEREBY STATE THAT ALL MONUMENTS OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TENTATIVE MAP FOR THE MAP AND THAT THE MONUMENTS ARE, OR I INTEND TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO BE RETRACED. AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 4-17-2018
EDY P. ADRISON, L.S. 5390
EXPIRATION DATE: 9-30-18

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND OF PETER PITASSI ON JANUARY 21, 2015. I HEREBY STATE THAT ALL MONUMENTS OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TENTATIVE MAP FOR THE MAP AND THAT THE MONUMENTS ARE, OR I INTEND TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 4-24, 2018

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2018

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HAS REVIEWED AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOTS "A" AND "B" FOR PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD IN ACCORDANCE WITH COUNTY STANDARDS.

**kan
NEERS**

JANUARY 2015

IN BOOK _____ OF MAPS, AT PAGES _____,
AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. _____
FEE _____
PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE
TITLE TO SAID LAND; THAT WE CONSENT TO THE
THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY
ES: LOTS "A" AND "B". THE DEDICATION IS FOR STREET

WNERS OF PARCEL 1 ABUTTING THIS HIGHWAY AND
IERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 25
3E OF ALIGNMENT OR WIDTH THAT RESULTS IN THE
S AS TO THE PART VACATED.

IS: LOT 10 AS AN OPEN SPACE LOT, AS SHOWN
SIGNEEES AND LOT OWNERS WITHIN THIS TRACT MAP.

IPURPOSES: PRIVATE ACCESS ROAD EASEMENT, LYING
IS FOR INGRESS AND EGRESS FOR THE SOLE BENEFIT
I THIS TRACT MAP.

IPURPOSES: PRIVATE DRAINAGE EASEMENTS, LYING
RAINAGE PURPOSES FOR THE SOLE BENEFIT OF
IS TRACT MAP.

FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING
TRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

FOR PRIVATE PURPOSES: WATER QUALITY EASEMENT
ER QUALITY AND INSPECTION PURPOSES FOR THE SOLE
IS WITHIN THIS TRACT MAP.

FOR PUBLIC PURPOSES: ACCESS EASEMENTS AS
FROM THE WATER QUALITY EASEMENT, AS SHOWN

FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT"
N IS FOR WATER QUALITY AND INSPECTION PURPOSES.

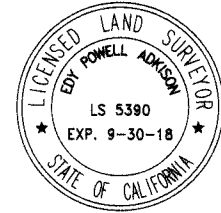
TY COMPANY
LIABILITY COMPANY

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST
OF PETER PITASSI ON JANUARY 21, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE
MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 4-17-2018

Edy P. Adkison

EDY P. ADKISON L.S. 5390
EXPIRATION DATE: 9-30-18



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY
STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY
THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36910 AS FILED, AMENDED, AND APPROVED BY
THE BOARD OF SUPERVISORS ON MAY 24, 2016 THE EXPIRATION DATE BEING FEBRUARY 24, 2019 AND THAT I AM
SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 4-24, 2018

David L. McMillan

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2018



BOARD OF SUPERVISOR'S STATEMENT

VERIFIES ONLY THE
HIS CERTIFICATE IS
THAT DOCUMENT.

Public PERSONALLY

_____, WHO PROVED TO ME ON
I AM ~~IS~~ ~~THE~~ SUBSCRIBED TO THE WITHIN
THE SAME IN HIS ~~OWN~~ ~~RIGHT~~ AUTHORIZED
UMENT THE PERSON ~~OR~~, OR THE ENTITY UPON BEHALF

E OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS

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

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR
CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD
SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON OF THE ACCESS EASEMENT AS SHOWN HEREON, IS HEREBY ACCEPTED.

THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

DATE: May 8, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: *Chuck Wolf*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: *Verrain Williams*
DEPUTY

INO

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$9600.00 HAS BEEN EXECUTED AND FILED 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 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.

DATE: Apr. 1 17 2018

CASH OR SURETY BOND

JON CHRISTENSEN
COUNTY TAX COLLECTOR



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: Yes No
 COUNTY COUNSEL APPROVAL: Yes No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 5/8/2018	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
--------------------------------	---

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:		SUPERVISORIAL DISTRICT: 1	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 36910 (Schedule "B")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM36910 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):
THE FINAL TRACT MAP AND AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL TRACT MAP, TOGETHER WITH THE CC7R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
6901			

BOARD AGENDA DATE:	BOS ITEM NUMBER:
--------------------	------------------

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Timothy L. Randall, Esq.
Songstad Randall Coffee & Humphrey LLP
3200 Park Center Drive, Suite 950
Costa Mesa, California 92626

(Space Above for Recorder's Use)

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATION OF EASEMENTS AND NOTICE OF ADDITION
THE ESTATE COLLECTION AT WOODCREST
PHASE 4
(Lots 1 through 10, inclusive, and Lettered Lots A and B of Tract 36910)**

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATION OF EASEMENTS AND NOTICE OF ADDITION
THE ESTATE COLLECTION AT WOODCREST
PHASE 4**

(Lots 1 through 10, inclusive, and Lettered Lots A and B of Tract 36910)

This Supplemental Declaration of Covenants, Conditions, Restrictions, Reservation of Easements and Notice of Addition (the "**Notice of Addition**") is made by WOODCREST SUTTLES, LLC, a Delaware limited liability company ("**Declarant**").

P R E A M B L E:

WHEREAS, on December 9, 2015, Declarant's predecessor-in-interest, Ponderosa Lane Estates, LLC, a Delaware limited liability company, caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Estate Collection at Woodcrest (the "**Declaration**") to be recorded as Instrument No. 2015-0534319 of Official Records in the Office of the County Recorder of Riverside County; and

WHEREAS, Article XVI of the Declaration provides that the Annexable Territory (as described in the Declaration) may be annexed by Declarant and become subject to the provisions of the Declaration and the jurisdiction of The Estate Collection at Woodcrest Homeowners Association upon the execution and recordation by Declarant of a Notice of Addition. The portion of the Annexable Territory to be annexed at this time under said Article XVI (the "**Added Territory**"), all of which is owned by Declarant, is described as follows:

LOTS 1 THROUGH 9, INCLUSIVE, AND COMMON AREA LOTS 10, A
AND B, OF TRACT NO. 36910, AS SHOWN ON MAP RECORDED IN BOOK
_____, PAGES ___ THROUGH _____, INCLUSIVE, IN THE
OFFICE OF THE RIVERSIDE COUNTY RECORDER.

Pursuant to the terms of Article XVI of the Declaration, Declarant is entitled to supplement the Declaration with such additional covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for this Phase.

WHEREAS, by this Notice of Addition, Declarant hereby intends to cause the Added Territory to be annexed to the Property as a Phase of the Property to become subject to the conditions, covenants, restrictions, and other matters contained in the Declaration, upon the terms and conditions stated herein.

NOW, THEREFORE, Declarant hereby declare as follows:

ARTICLE I
DEFINITIONS

All capitalized words and phrases used herein and not otherwise defined in this Notice of Addition shall have the meaning given them in the Declaration. Notwithstanding anything in the Declaration to the contrary, from and after the date of recordation of this Notice of Addition, all references in the Declaration to the "Properties" shall be deemed to include the Added Territory.

1.1 "**Special Benefit Assessment**" shall mean and refer to the charge levied by the Association against an Owner and his respective Lot to cover the Special Benefit Expenses which have been or will be incurred by the Association on behalf of the respective Special Benefit Area and which are allocable only to the Owners and their respective Lots within such Special Benefit Area.

1.2 "**Special Benefit Area**" shall mean and refer to any portion of the Properties designated by Declarant as constituting a Special Benefit Area by reason of either the significantly disproportionate use of certain Improvements by the Owners of two (2) or more Lots, or the disproportionate benefit of goods or services rendered by the Association to the Owners of the Lots in such Special Benefits Area. Although the use of such Improvements, goods or services must be significantly disproportionate, it need not be exclusive. The Lots which constitute a Special Benefit Area within the Added Territory are hereby declared to be Lots 1 through 9, inclusive, of Tract No. 36910.

1.3 "**Special Benefit Expenses**" shall mean and refer to the actual and estimated costs to be paid by the Association which are allocable only to the Owners of Lots within a Special Benefit Area. The Special Benefit Expenses attributable to a Special Benefit Area may include, without limitation, the costs and expenses incurred by the Association in connection with the following: (a) administering the Special Benefit Area, including compensation paid to budget preparers for determining the annual operating budget for the Special Benefit Area (the "**Special Benefit Area Budget**"); (b) maintaining, painting, irrigating, repairing and/or replacing (as the case may be) the Special Benefit Improvements in accordance with the provisions of this Declaration; (c) obtaining and maintaining insurance coverage as provided herein for the Special Benefit Improvements; (d) providing utility services as reasonably required for the Special Benefit Improvements; (e) funding reasonable reserves, as deemed appropriate by the Board, for the repair and replacement of those Special Benefit Improvements which must be repaired or replaced on a periodic basis rather than on a regular annual basis in accordance with the provisions of this Declaration; (f) unpaid Special Benefit Assessments; and (g) paying for all other goods and services designated by, or in accordance with other expenses incurred by, the Association for the benefit of the Owners and the Lots located within a Special Benefit Area. The Special Benefit Expenses attributable to the Added Territory are as stated in the Special Benefit Area Budget as adopted from time to time by the Association.

1.4 "**Special Benefit Improvements**" is used herein as a generic terms to mean and refer to those Improvements which shall be insured, operated, maintained, painted, irrigated,

repaired, replaced and/or reconstructed (as the case may be) by the Association for the benefit of the Owners of Lots within a Special Benefit Area in accordance with the provisions of the Declaration and this Supplemental Declaration. The actual Special Benefit Improvements included within a Special Benefit Area will be set forth in the budget for the Special Benefit Area. Special Benefit Improvements may be designated by Declarant constituting a portion of the Association Property, and such Improvements shall be maintained by the Association pursuant to an express grant of easement to the Association for maintenance purposes, or other written instrument acceptable to the Association.

ARTICLE II ANNEXATION OF ADDED TERRITORY

Declarant, as the owner of the Added Territory, hereby declares that the Added Territory shall be held, sold, leased, conveyed, transferred and used subject to the terms, covenants, conditions, restrictions, easements and other provisions of the Declaration, including subsequent amendments thereto, subject to the terms and conditions contained in this Notice of Addition. The provisions of the Declaration, as amended, are incorporated herein by reference and made a part hereof. The provisions of this Notice of Addition shall run with the Added Territory and shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Added Territory, together with their assignees, lessees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE III MEMBERSHIP IN ASSOCIATION

Each purchaser from Declarant of one (1) or more Lots within the Added Territory pursuant to a Final Subdivision Public Report covering the Added Territory shall become an "Owner" as defined in the Declaration and shall automatically become a Member of the Association.

ARTICLE IV ASSESSMENT OBLIGATIONS

The rights, obligations and easements of Owners of Lots located in the Added Territory shall be as specified in the Declaration and this Supplemental Declaration. The assessments provided for in the Declaration and this Supplemental Declaration shall commence as to all of the Lots in the Added Territory on the first day of the month following the close of the first sale of a Lot by Declarant in the Added Territory.

ARTICLE V SPECIAL BENEFIT ASSESSMENTS

The Board may levy Special Benefit Assessments against an Owner and his respective Lot to cover Special Benefit Expenses incurred by the Association for a Special Benefit Area. The Board shall (i) cause appropriate financial statements for each Special Benefit Area to be

regularly prepared and distributed to each Member of such Special Benefit Area; and (ii) review on at least a quarterly basis the applicable accounts and statements pertaining to such Special Benefit Area. The Board shall perform the foregoing duties concurrently with its performance of its duties described in Section 2.10 of the Bylaws, and shall apply the requirements and procedures set forth therein to each Special Benefit Area. That portion of the Annual Assessments budgeted exclusively to any particular Special Benefit Area in the Special Benefit Area Budget shall be assessed solely to the Owners of Lots within the Special Benefit Area, at a uniform rate determined by dividing the amount of the Assessment by the total number of Lots within the Special Benefit Area subject to such Assessment. The Association shall provide for a separate accounting for the funds which are collected and expended on behalf of a Special Benefit Area. The Association shall also provide for a reserve study and the annual review and disclosure of the reserves applicable to a Special Benefit Area to the same extent required for the other budgetary components. Each Special Benefit Assessment shall be due thirty (30) days after such Assessment has been levied, and unless otherwise specified by the Board, shall be billed and collected monthly with the Annual Assessment levied against the respective Lot. Increases in Special Benefit Assessments shall be subject to the same limitations set forth in the Section 7.5 of the Declaration and the levy of Special Assessments relating to the maintenance, repair and/or replacement of Special Benefit Improvements shall be subject to the same limitations set forth in Section 7.7 of the Declaration; provided, however, the Board need only obtain approval from the Members constituting a quorum and casting a majority of votes at a meeting or election conducted in accordance with Section 7510 *et seq.* and Section 7613 of the California Corporations Code. (For purposes of this Section, a quorum means more than fifty percent (50%) of the Members owning Lots within the respective Special Benefit Area [based on one (1) vote per Lot]). Except as may be otherwise required by applicable law, any such increase in Regular Assessments or level of Special Assessments or Capital Improvement Assessments that exceeds the foregoing thresholds only with respect to Lots in a Special Benefit Area shall only require the consent of the requisite percentage of the Members who own Lots in that Special Benefit Area.

ARTICLE VI SPECIAL BENEFIT AREA APPROVALS

Notwithstanding any other provision of the Declaration, Articles or Bylaws, any action relating solely to the Special Benefit Areas shall require the approval of the prescribed percentage of the class or classes of Members of only those Owners whose Lots are within such Special Benefit Area. Any amendment to the Declaration to eliminate or change the provisions of the Declaration relating to Special Benefit Areas shall require the approval of the prescribed percentage of the class or classes of Members or the approval of Members other than Declarant of the Owners of those Lots that are within such Special Benefit Area, except that if Section 5605 of the California Civil Code or other applicable law requires the approval of all Owners, then this provision shall not apply.

ARTICLE VII
ASSOCIATION MAINTENANCE AREAS

The Association Maintenance Areas in the Added Territory, if any, are depicted on **Exhibit "A"** attached hereto.

ARTICLE VIII
COMMON PROPERTY WALLS

The Association shall maintain the Common Property Walls within the Added Territory, if any, as set forth on **Exhibit "A"** attached hereto.

ARTICLE IX
COMMON AREA

The Common Area in Phase 4 consists of Lots 10, A and B of Tract 36910.

This Notice of Addition has been executed on January 24, 2018, to be effective as of the date of its Recordation.

"DECLARANT":

WOODCREST SUTTLES, LLC, a
Delaware limited liability company

By: Diversified Pacific Communities,
LLC, a Delaware limited liability
company, Its Manager

By: 

Matthew A. Jordan,
Managing Member

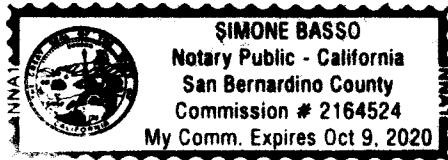
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Bernardino) SS.

On January 24, 2018, before me, Simone Basso, Notary Public, Notary Public, personally appeared Matthew A. Jordan, 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.

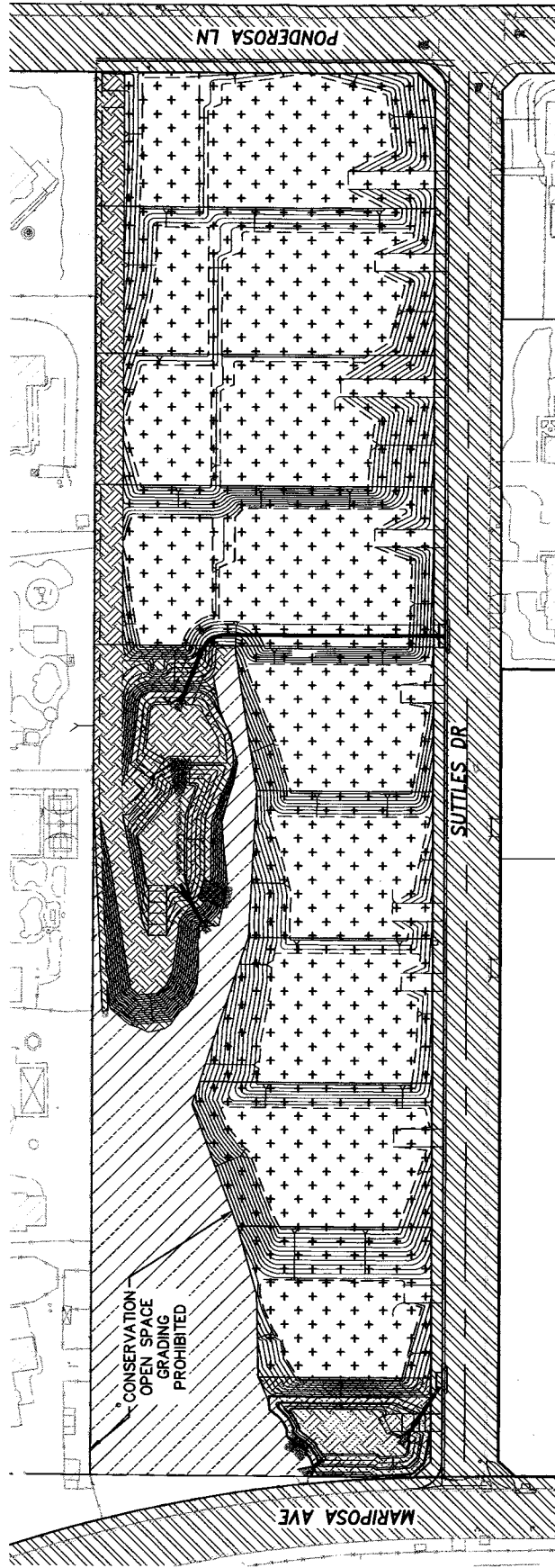


Simone Basso
Notary Public

EXHIBIT "A"

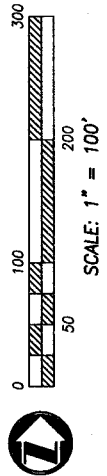
ASSOCIATION MAINTENANCE AREAS

MAINTENANCE EXHIBIT
TENTATIVE TRACT 36910



LEGEND

- HOA MAINTAINED STORM DRAIN PIPE
- RIVERSIDE COUNTY TRANSPORTATION MAINTAINED STORM DRAIN PIPE
- HOA MAINTAINED AREA
- UNDISTURBED NATURAL AREA - HOA MAINTAINED
- RIVERSIDE COUNTY TRANSPORTATION MAINTAINED
- HOMEOWNER MAINTAINED



MAINTENANCE EXHIBIT
PREPARED: JULY 2017

ADKIN ENGINEERS
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