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



ITEM 2.21 (ID # 7629)

MEETING DATE:

Tuesday, July 31, 2018

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 36430-1, a Schedule "A" Subdivision in the Harvest

Valley/Winchester area. 3rd District; [Applicant Fees 100%]

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

- 1. Approve the Improvement Agreements and Securities for Final Tract Map 36430-1 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 36430-1.

**ACTION: Consent** 

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington and Perez

Nays:

None

Absent:

Ashley

Date:

July 31, 2018

XC:

Transp.

2.21

Kecia Harper-Ihem

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

FINANCIAL DATA	Cu	rrent Fiscal Year:	, N	lext Fiscal Year:	Tof	tal Cost:	Ongoin	g Cost
COST	\$	0	\$	0	\$ 0	\$	0	oggint III. John str. "Syradiers forodiffikk struckful
NET COUNTY COST	\$	0	\$	0	\$ 0	\$	0	
SOURCE OF FUNDS	٥.	Applicant fees	100	0/2		Budget Adjustm	ent:	N/A
COOKOL OF TOTAL	<b>.</b>	Applicant lees	100	70.	Ī	For Fiscal Year:		N/A

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

Tract 36430 was approved by the Board of Supervisors on September 9 2014 as Agenda Item 16.2. Final Tract Map 36430-1 is the 2nd phase of 5 phases. Phase 1, Final Tract Map 36430 is recorded. Final Tract Map 36430-1 is a 31.26 acre subdivision that is creating 98 residential lots and 1 Park lot in the Harvest Valley/ Winchester 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.

Western Pacific Housing Inc. 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 Liberty Mutual Insurance Company are as follows:

\$1,147,000 - Bond # 016076846 for the completion of street improvements.

\$601,000 - Bond # 016076846 for the completion of the water system.

\$921,000 – Bond # 016076846 for the completion of the sewer system.

\$39,600 - Bond # 016076847 for the completion of the monumentation.

#### **Additional Fiscal Information:**

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

#### **ATTACHMENTS:**

36430-1 Vicinity Map

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

36430-1 Improvement Agreements 36430-1 Mylars

Gregory J. Priagios, Director County Counsel 7/2

### 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 Western Pacific Housing Inc., a Delaware Corporation. 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 36430-01**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Million One Hundred Forty Seven Thousand and no/100 Dollars (\$1,147,000.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) 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

Western Pacific Housing Inc. a Delaware Corporation 2280 Warlow Circle, Ste. 100 Corona CA 92880

Riverside, CA 92504		
IN WITNESS WHEREOF, Contractor has affixed	his name, addre	ess)and seal.
	Signed:	15M Mudlani
	Print Name:	Barbara M. Murakami
	Title	Vice President/Assistant Secretary
	Print Name:_	Keith Alex
	Signed:	Melly
	Title	Vice President '
COUNTY OF RIVERSIDE 1		
By Juck Waf	en contrata la respecto de la salación.	
CHAIRMAN, BOARD OF SUPERVISORS		
ATTEST: CHUCK WASHINGTO	N	
KECIA HARPER-IHEM, Clerk of the Board		
By Mills	****Code distribution	
Deputy		

APPROVED AS TO FORM

County Counsel

By Bitu

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

Revised 09/29/09

# **ACKNOWLEDGMENT**

State of California County of Riverside	)
On June 22, 2018 before me,	S.J. Paradiso, Notary Public  (insert name and title of the officer)
personally appearedBarbara M. Murakami	i and Keith Alex
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknown	evidence to be the person(s) whose name(s) Sexare wledged to me that kex/sex/they executed the same in by kie/kex/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	S. J. PARADISO Commission # 2072473 Notary Public - California Riverside County My Comm. Expires Jul 9, 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 <u>Western Pacific Housing Inc.</u>, a <u>Delaware Corporation</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 36430-01, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water Distreit 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 Hundred One Thousand and no/100 Dollars (\$601,000.00).

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.

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 Western Pacific Housing Inc., a Delaware Corporation 2280 Wardlow Circle, Ste. 100 Construction Engineer Riverside County Transportation Dept. Corona CA 92880 2950 Washington Street Riverside, CA 92504 IN WITNESS WHEREOF, Contractor has affixed his name, address and Signed: Barbara M. Murakami Print Name: Vice President / Assistant Secretary Title Signed: Keith Alex Print Name: Vice President Title COUNTY OF RI Signed: CHAIRMAN, BOARD OF SUPERVISORS ATTEST: CHUCK WASHINGTON KECIA HARPER-IHEM, Clerk of the Board APPROVED AS TO FORM **County Counsel** 

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

Revised 09/29/09

# **ACKNOWLEDGMENT**

State of California County of Riverside)	
On June 22, 2018 before me, _	S.J. Paradiso, Notary Public  (insert name and title of the officer)
personally appeared Barbara M. Murakami a	and Keith Alex
who proved to me on the basis of satisfactory even subscribed to the within instrument and acknowled the satisfactory even subscribed to the within instrument and acknowled the satisfactory even subscribed to the within instrument and acknowledged to the satisfactory even subscribed to the within instrument and acknowledged to the satisfactory even subscribed to the within instrument and acknowledged to the within its satisfactory.	ridence to be the person(s) whose name(s) Seried and the same in t
paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	S. J. PARADISO Commission # 2072473 Notary Public - California Riverside County My Comm. Expires Jul 9, 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 <u>Western Pacific Housing Inc.</u>, a <u>Delaware Corporation</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 <a href="Tract Map 36430-01">Tract Map 36430-01</a>, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within <a href="24">24</a> 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 <a href="Eastern Municipal Water District">Eastern Municipal Water District</a> 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 <a href="Nine Hundred Twenty One Thousand and no/100 Dollars">Nine Hundred Twenty One Thousand and no/100 Dollars</a> (\$921,000.00).

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, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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

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

SIXTH: Contractor, 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 3 (commencing with Section 9000) 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 Western Pacific Housing Inc., a Delaware Corporation Construction Engineer Riverside County Transportation Dept. 2280 Warlow Circle, Ste. 100 2950 Washington Street Corona CA 92880 Riverside, CA 92504 IN WITNESS WHEREOF, Contractor has affixed his name, address and seal. Signed: Barbara M. Murakami Vice President / Assistant Secretary Signed: Keith Alex Print Name: Vice President Title CHAIRMAN, BOARD OF SUPERVISORS ATTEST: CHUCK WASHINGTON KECIA HARPER-IHEM, Clerk of the Board

APPROVED AS TO FORM

Deputy

County Counsel

By By

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

# **ACKNOWLEDGMENT**

State of California County of Riverside	)
On before me,	S.J. Paradiso, Notary Public  (insert name and title of the officer)
personally appeared Barbara M. Murakami	and Keith Alex
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) New are reledged to me that new they executed the same in the last their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	S. J. PARADISO Commission # 2072473 Notary Public - California Riverside County My Comm. Expires Jul 9, 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>Western Pacific Housing Inc.</u>, a <u>Delaware Corporation</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 36430-01**, 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>Thirty Nine Thousand Six Hundred and no/100 Dollars (\$39,600.00</u>).

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

Western Pacific Housing Inc, a Delaware Corporation 2280 Wardlow Circle, Ste. 100 Corona CA 92880

2950 Washington Street Riverside, CA 92504	Corona CA 92880
IN WITNESS WHEREOF, Contractor has affixed	his name, address and seal.
	Signed: MMalam
	Print Name: Barbara M. Murakami
	Title Vice President / Assistant Secretary
	Signed:
	Print Name: Keith Alex
	Title Vice President
COUNTY OF RIVERSIDE  By CHAIRMAN, BOARD OF SUPERVISORS  ATTEST: CHUCK WASHINGTON	
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**

State of California County of
On June 22, 2018 before me, S.J. Paradiso, Notary Public (insert name and title of the officer)
(insert name and title of the officer)
personally appeared Barbara M. Murakami and Keith Alex
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) Askare subscribed to the within instrument and acknowledged to me that ke/ske/they executed the same is kis/kex/their authorized capacity(ies), and that by kis/kex/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.  S. J. PARADISO Commission # 2072473 Notary Public - California Riverside County My Comm. Expires Jul 9, 2018
Signature (Seal)

#### **RECORDING REQUESTED BY:**

First American Title Company

WHEN RECORDED MAIL TO:

Western Pacific Housing, Inc. 2280 Wardlow Circle, Suite 100 Corona, CA 92880 Attn: Susan Paradiso

# SUPPLEMENTARY DECLARATION OF TRACT NO. 36430 AND TRACT NO. 36430-1

This SUPPLEMENTARY DECLARATION OF TRACT NO. 36430 AND TRACT NO. 36430-1 ("Supplementary Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2018 by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant") with reference to the facts set forth below.

#### **RECITALS**

- A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Tract No. 36430 and Tract No. 36430-1 to be recorded on \_\_\_\_\_\_\_\_, 2018 as Document No. 2018-\_\_\_\_\_\_\_\_ in the Office of the County Recorder of Riverside County, California ("**Declaration**"). Unless otherwise specified herein, the capitalized terms in this Supplementary Declaration shall have the meanings set forth in the Declaration.
- B. Pursuant to the terms of the Declaration, the real property described in **Exhibit "A"** attached hereto and incorporated herein ("**Annexed Property**"). The Annexed Property is a portion of the Annexable Property set forth in **Exhibit "B"** of the Declaration.
- C. Declarant desires to annex the Annexed Property to the Declaration and make the same subject to the jurisdiction of the Association. By such annexation, Declarant intends that the covenants, conditions and restrictions of the Declaration shall apply to the Annexed Property in the same manner as if it were originally covered by the Declaration.

NOW, THEREFORE, Declarant declares as set forth below:

- 1. <u>Annexation of Annexed Property</u>. Upon recordation of this Supplementary Declaration in the Official Records, the annexation of the real property described in **Exhibit "A"** shall be and become accomplished and all of the incidents of annexation, as set forth in the Declaration, shall be in full force and effect.
- 2. <u>Effect of This Supplementary Declaration</u>. This Supplementary Declaration shall not be deemed to affect the Declaration as covenants running with the land or equitable servitudes, all of which shall be uniformly applicable to all portions of the Community, including those portions added thereto pursuant to this annexation.

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

> WESTERN PACIFIC HOUSING, INC., a Delaware corporation

Name: Keith Aley Title: Vice PRESIDENT

State of California ) County of <u>RiverSide</u> )
On June 27, 2018, before me, S.J. Paradiso, a Notary Public, personally appeared Helth Aley, 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(ites), and that by his/her/their signature(x) 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.
S. J. PARADISO Commission # 2072473 Notary Public - California Riverside County My Comm. Expires Jul 9, 2018

# EXHIBIT "A"

### **LEGAL DESCRIPTION OF ANNEXED PROPERTY**

LOTS 1 THROU	GH 98, INCLUSIVE, OF TRACT NO. 36430-1, II	N THE COUNTY OF R	RIVERSIDE,
STATE OF CALIF	FORNIA, AS PER MAP RECORDED ON	, IN BOOK	, PAGES
THROUGH _	, INCLUSIVE, OF MAPS, IN THE OFFICE C	F THE COUNTY RECO	ORDER OF
SAID COUNTY.			

# 368 ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY1. Work Order# RECORDS MANAGEMENT PROGRAM **RECORDS TRANSFER LIST, part 1**

1. Page--- of----INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original to

			DEPARTMENTAL				tne records	being trai	nsterred.	
3. DEPARTI	MENT Clerk o	f the Board of S		L IIVI O	8. OF			10. DATE	07/31/20	18
4. ORGANIZ	zation County	of Riverside-C	۹.		9. A	CCOUNT #		11. MEDIA	A CODE	
5. ADDRES	s 4080 Le	emon St., Room	ı 127		12. N	IO. OF BOXES TRA	NSFERRED			
CITY	Riversi	de, CA. 92501			13. R	RECORDS TRANSF	ERRED BY:			
6. MAIL STO 1010	)P	7. Name PHONE # Lorraine Williams	FAX# 951-955-8092 951-955-1	1071	14. R	RECORDS COORD	NATOR (mu	st be Auth	orized):	3
15. BOX # (Temp)		SCRIPTION OF RECORDS ime as records series title o		17. RANG OF YE		18. DESTRUCTION DATE	19. RECORI SERIES TITLE CODE	20.	PERMANE BOX # (Barcode lab	
	Item 2.21 B Schedule "A	Map No 36430- oard Date: 07/3 A" in the Harves	1/2018 t				0002			
	Valley/Winc	hester area 3 <sup>rd</sup>	District							
- 15					-					
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	DS RECEIVED BY:	is~ 2			1	30. REMARKS			<b>=</b> 0	
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24. DATE RE	ECEIVED: 8 (0)	118	25. TIME RECEIVED:						<b>5</b>	Sins counting
26. BOXES V	/ERIFIED BY:		27. DATE BOXES VERIFI	ED:					<b>2</b>	及
28. NAME\D.	ATE SCANNED TO H	OLDING AREA:				29. NAME\DATE	SCANNED T	O LOCATIO	ON:	



# TRANSPORTATION DEPARTMENT

# **FORM 11 SUMMARY/ROUTING FORM**

DARD APPROVAL REQUIREI DUNTY COUNSEL APPROVA	경기 이 없이 되어야기 대략하게 되었다면서 그 모르다 다	☐ AGREEMENT/	CONTRACT	NO.:		
REQUESTED BOARD DATE:	7/31/2018	CA	N IT GO AT A	A LATER DATE: YES NO		
- ANAFAIDMENT	l No	T		T.,,		
AMENDMENT	NO.	☐ CHANGE OR		NO.		
RESOLUTION	NO.	ORDINANCE		NO.		
☐ AWARD PACKAGE	⊠ FINAL MAP	☐ ACQUISITIO	N/EDA	☐ ADVERTISEMENT PACKA		
☐ OTHER:		SUPERVISORIA	L DISTRICT: 1	L .		
PROJECT/SUBJECT:						
FINAL TRACT MAP NO: 364	430-1 (Schedule "A")					
DESCRIPTION: APPROVAL	OF FINAL TRACT MAP AND IN	MPROVEMENT AG	REEMENTS			
CONTRACTING PARTY: DE	NNIS ODENBAUGH		W.O. NO.:	: FSM3643001 (TC-SU21)(DBF)		
PROJECT MANAGER: DEN	NIS ODENBAUGH		EXTENSION: 5-1843			
FORM 11 AUTHOR/CONTA	ACT: DENNIS ODENBAUGH		EXTENSIO	N:		
FISCAL						
AMOUNT: \$ (0)			CHANGE (	ORDER AMOUNT: \$		
FUNDING SOURCE (S): Ap	plicant Fees		FUNDING SOURCE(S):			
ROUTING						
SPECIAL ROUTING INSTRU	JCTIONS (e.g., who receives	original agreeme	nts, compan	ion item, rush, etc.):		
THE FINAL TRACT MAP AN	ID AGREEMENTS ARE TO BE I	EXECUTED BY THE	CHAIRMAN	OF THE BOARD. THE FINAL		
TRACT MAP, TOGETHER W	/ITH THE CC&R'S ARE TO BE	DELIVERED TO THE	E COUNTY RE	ECORDER.		
MINUTETRAQ (MT) NO	TRANS TRACKING IE	D: DAT	E RECEIVED:	INITIALS:		
V	2831	7-23-18		1.4		

**BOS ITEM NUMBER:** 

**BOARD AGENDA DATE:** 

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA R FIL BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 05562 RECORDED ON NOVEMBER 2, 2016, AS INSTRUMENT NO. 2016-0485376 AND PARCEL 1 OF LOT LINE ADJUSTMENT NO. 05573 RECORDED ON JANUARY 31, 2017, AS INSTRUMENT NO. 2017-0041839, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 2 WEST, 20 RE SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA. NO ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS HE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE AS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY S AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "F", INCLUSIVE. THE BY UBLIC UTILITY PURPOSES. F LOT A, BRIGGS ROAD, THE OWNERS OF LOT 99 ABUTTING THESE HIGHWAYS AND DURING OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR TION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART SURVEYOR'S STATEMENT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MY. THE REQUEST OF STRATA MOUNTAIN GATE LLC, ON APRIL 08, 2017 MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIOI SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREI MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURFINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY AF IS TRUE AND COMPLETED AS SHOWN. IELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING N. THE DEDICATION 15 FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES. IELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: IT 99, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION IELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENTS HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL DATED: JULY 5 , 2018 metto E. Will IELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING N. THE DEDICATION IS IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER MATTHEW E. WEBB, L.S. 5529 ELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO EASTERN MUNICIPAL BLIC AGENCY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE MUNICIPAL WATER SSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER, LITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED "SEWER, EMENT" HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR RIGHTS GRANTED IN SAID EASEMENT. OWNER RETAINS THE RIGHT TO USE THE EASEMENT COUNTY SURVEYOR'S STATEMENT THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAM SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS MAP OF TRACT NO. 36430 AS FILED, AMENDED AND APPROVED ON 09-9-2014, THE EXPIRATION DATE BEING 09-9-18; AND TOWN NOTICE OF THE DESCRIPTION OF T TECHNICALLY CORRECT LOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: ALL OF LOT 99 FOR OPEN SPOSES IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT. LIFORNIA LIMITED LIABILITY COMPANY. McMILLAN, COUNTY SURVEYOR 3, EXPIRES 12-31-2018 LAWARE CORPORATION JF SUPERVISOR'S STATEMENT JOUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY IT'S BOAF PROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDIC THROUGH "F", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILIT COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS **EMENT** STANDARDS R COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL TIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF NED THE DEDICATION OF THE "WATER QUALITY AND INSPECTION PURPOSES DOCUMENT ACCEPTED. THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEN 2018, BEFORE ME S. T. Paradiso Notary Public PERSONALLY PROVED TO ME ON THE THE OFFER OF DEDICATION MADE HEREON FOR THE DRAINAGE EASEMEN CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PA M. Murakami SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS BE THE PERSON( WHOSE NAME( ) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND THE OFFERS OF DEDICATION MADE HEREON FOR ACCESS EASEMENT A THE EXECUTED THE SAME IN MIS/HER/THATR AUTHORIZED CAPACITY(158), AND THAT BY INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, \_, 2018 ATTEST: DATE: \_ COUNTY OF RIVERSIDE, STATE OF CALIFORNIA CLER Y UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CHAIRMAN OF THE BOARD OF SUPERVISORS TAX COLLECTOR'S CERTIFICATE n # 2072473 OR SAID STATE I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS (
THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN ON
UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIA
AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED

DATED JON 1 1 JON CHRISTENSEN COUNTY TAX COLLECTOR

MENT

COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED TICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$54,300.