

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



ITEM
2.5
(ID # 8102)

MEETING DATE:

Tuesday, October 16, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 34477, a Schedule "A" Subdivision in the Temescal
Canyon area. 1st District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Improvement Agreements and Securities for Final Tract Map 34477 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 34477.

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: October 16, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%.			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 34477 was approved by the Board of Supervisors on January 9, 2007 as Agenda Item 16.1. Tract Map 34477 is a 6.74 acre subdivision that is creating 5 residential lots and 4 open space lots in the Temescal Canyon 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.

Jorge Orozco 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:

\$128,000 - Bond # 1000902742 for the completion of street improvements
\$16,000 - Bond # 1000902742 for the completion of the water system
\$17,000 - Bond # 1000902742 for the completion of the sewer system
\$11,700 - Bond # 1000902743 for the completion of the monumentation

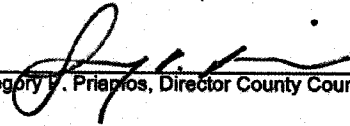
Additional Fiscal Information:

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

ATTACHMENTS:

34477 Vicinity Map
34477 Improvement Agreements
34477 Mylars

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



Gregory L. Priapros, Director County Counsel 9/26/2018

**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 JORGE OROZCO, 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 34477, 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 **Eleven thousand seven hundred and no/100 Dollars (\$11,700.00).**

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

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or

the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

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

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

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

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

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

County

Contractor

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

JORGE OROZCO
4338 PALAZZO LN.
CORONA, CA 92883

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

By 

Title Jorge Orozco / owner

By _____

Title _____

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

By 

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

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 Riverside)

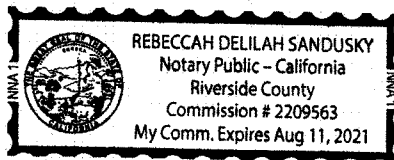
On 3/21/2018 before me, Rebecca Delilah Sandusky, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jorge Orozco
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**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 JORGE OROZCO, 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 34477, 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 Temescal Valley 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 Sixteen thousand and no/100 Dollars (\$16,000.00).

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:

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

Contractor
JORGE OROZCO
4338 PALAZZO LN.
CORONA, CA 92883

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

By 

Title Jorge Orozco / owner

By _____

Title _____

COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS

CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 

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

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.

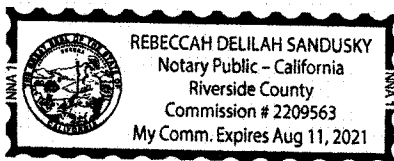
State of California)

County of Riverside)On 3/21/2018 before me, Rebecca Delilah Sandusky, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jorge Orozco
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**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 JORGE OROZCO, 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 34477, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Temescal Valley Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Seventeen thousand and no/100 Dollars (\$17,000.00).

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

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

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

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

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

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

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

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

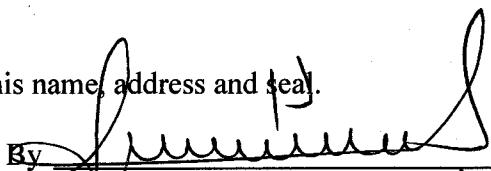
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

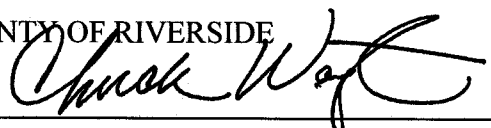
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
JORGE OROZCO
4338 PALAZZO LN.
CORONA, CA 92883

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

By 
Title Jorge Orozco / owner
By _____
Title _____

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

By 

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

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 Riverside)

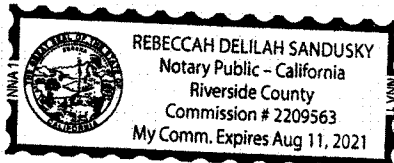
On 3/21/2018 before me, Rebecca Delilah Sandusky, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jorge Drozco
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**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 JORGE OROZCO, 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 34477, 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 hundred twenty-eight thousand and no/100 Dollars (\$128,000.00).

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

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

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

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times

up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

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

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

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

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

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

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

County

Contractor

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

JORGE OROZCO
4338 PALAZZO LN.
CORONA, CA 92883

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

By  _____

Title JORGE OROZCO / OWNER

By _____

Title _____

COUNTY OF RIVERSIDE

By  _____

CHAIRMAN, BOARD OF SUPERVISORS

CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By  _____

Deputy

APPROVED AS TO FORM

County Counsel

By  _____

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

Revised 09/29/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
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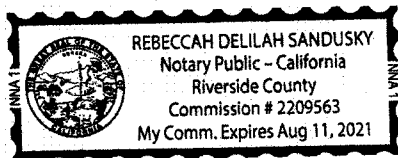
On 3/21/2018 before me, Rebecca Delilah Sandusky, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jorge Drozco
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Michael Brendecke, P.E., P.L.S.
Project Manager
Adkan Engineers
6879 Airport Drive
Riverside, CA 92504

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS

(ANNEXING ENTIRETY OF TRACT NO. 34477 TO THE RETREAT)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("**Supplemental Declaration**") is made this ___ day of _____, 2018 by JORGE H. OROZCO-SANCHEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY ("**Merchant Builder**").

P R E A M B L E:

A. Merchant Builder is the record owner of that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described as:

Lots 1 through 9, inclusive, and Lot A of Tract No. 34477 in the County of Riverside, State of California, as shown by Map on file in Book ___, Pages ___ through ___, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California (collectively, the "**Annexed Property**").

B. The Annexed Property is a subdivision of Lot 43 of Tract No. 30241-4 in the County of Riverside, State of California, as shown by Map on file in Book 371, Pages 52 through 57, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California (hereinafter, "**Lot 43 of Tract No. 30241-4**").

C. The Annexed Property is located adjacent to master planned development commonly known as "The "**Master Development**".

D. That certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (The Retreat) was recorded on December 28, 2004, as Doc# 2004-1024729, and an Amendment to Declaration of Covenants, Conditions & Restrictions for The Retreat Community Association was recorded on January 22, 2015, as Doc# 2015-0026455, both in the Official Records of Riverside County, California (collectively, as the same may be further amended from time to time, the "**Master Declaration**").

E. The Retreat Community Association ("**Master Association**") is a California nonprofit mutual benefit corporation created, pursuant to the Master Declaration, to administer and enforce the covenants, conditions, and restrictions of the Master Declaration and to perform such other acts as shall generally benefit the property subject to the Master Declaration (collectively, "**Covered Property**").

F. The Master Declaration contemplated that certain "Annexation Property" described in Exhibit "B" to the Master Declaration ("**Annexation Property**"), would become part of the Master Development, and subject to the jurisdiction of the Master Association, pursuant to the terms of the Master Declaration.

G. The Annexed Property is a portion of the Annexation Property described on Exhibit "B" to the Master Declaration.

H. The Master Association holds an easement over, and is currently maintaining a man-made detention basin located on, portions of the Annexed Property for the benefit of the Covered Property pursuant to the terms of the Grant of Easement in Gross recorded on September 25, 2014, as Doc# 2014-0365026 and Doc# 2014-0365028, in the Official Records in the Office of the County Recorder of Riverside County, California ("**Detention Basin Easement**").

I. The Master Declaration provides, at Sections 14.1 and 14.2 thereof, that Annexation Property may be annexed to the Master Development through the execution and recordation by a Merchant Builder of a "Supplemental Declaration" (as defined in the Master Declaration) annexing such Annexation Property to the Master Development.

J. Section 14.3 of the Master Declaration provides that all or any part of the Annexation Property may be annexed to and become subject to the Master Declaration and the jurisdiction of the Master Association without the approval, assent or vote of the Master Association or its Members, provided that a Supplemental Declaration covering that portion of the Annexed Property to be annexed is executed by the "Declarant" and recorded in the Official Records in the Office of the County Recorder of Riverside County, California.

K. Section 14.7 of the Master Declaration provides that the Declarant may assign its annexation rights under the Master Declaration to any Merchant Builder provided such Merchant Builder

shall be subject to the limitations on annexation set forth in the Master Declaration and any other restrictions upon annexation reasonably imposed by Declarant, and Section 24.1 of the Master Declaration provides that the Declarant may assign to Merchant Builders or other third parties the non-exclusive rights to use all or any of the powers and privileges granted to Declarant under the Master Declaration.

L. The term "Declarant" is defined, in Section 1.13 of the Master Declaration, as "Corona Hills, LLC, a California limited liability company, its successor and assigns by merger, consolidation or by purchase of all or substantially all of its assets."

M. The Master Declaration recites, that Empire Land, LLC, a California limited liability company, was the sole member of the Declarant.

N. On April 25, 2008, a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code was filed in the substantively consolidated bankruptcy case of *In re Empire Land, LLC, et al.*, Case No. 6:08-14592 MJ, pending in the United States Bankruptcy Court for the Central District of California, Riverside Division ("**Bankruptcy Case**").

O. On October 16, 2014, a certificate of dissolution of the "Declarant" (i.e., Corona Hills, LLC) was filed with the Secretary of State of California.

P. On October 17, 2014, the Chapter 7 trustee of Prestige Homes, L.P., a California limited partnership, and one of the debtors in the substantively consolidated Bankruptcy Case, executed and delivered to a MERCHANT BUILDER a quitclaim deed concerning Lot 43 of Tract No. 30241-4 (hereinafter, "**Quitclaim Deed**").

Q. Merchant Builder is a "Merchant Builder" within the meaning of Section 1.61 of the Master Declaration.

R. Merchant Builder desires to annex the Annexed Property to the Master Development and to subject the Annexed Property to the jurisdiction of the Master Association, pursuant to the terms of the Master Declaration.

S. Merchant Builder contends that, as a result of the dissolution of the Declarant and the delivery of the Quitclaim Deed to Merchant Builder, Merchant Builder is entitled to annex the Property to the Master Development without the approval, assent or vote of the Master Association or its Members.

T. The Master Association has no objection to the proposed annexation of the Annexed Property to the Master Development, and is willing to accept the Annexed Property as part of the Covered Property under the Master Declaration, on the terms and conditions set forth in this Supplemental Declaration.

NOW, THEREFORE, Merchant Builder, as the record owner of the Annexed Property, hereby declares:

1. **Annexation of Annexed Property.** Pursuant to Article XIV of the Declaration (entitled "Integrated Nature Of The Covered Property"), Merchant Builder hereby annexes the Annexed Property to the Master Development and declares that the Annexed Property is a part of the Covered Property subject to the Master Declaration and the jurisdiction of the Master Association. Each Owner of a residential Lot in the Annexed Property shall automatically become a Member of the Master Association. The Annexed Property shall be held, sold, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Supplemental Declaration and the Master Declaration. All covenants, conditions, restrictions and easements contained in the Master Declaration shall apply to the Annexed Property and shall run with, and shall inure to the benefit of and shall be binding upon all of the Annexed Property, and shall be binding upon and inure to the benefit of all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property, and their successive owners and assigns.

2. **Assessments and Voting Rights.** Assessments for the Annexed Property shall be made in accordance with the Master Declaration. As set forth in Section 3.12 of the Master Declaration, subject to any assessment maintenance or subsidy program established by Merchant Builder, the Regular Assessments for any Phase of Development of the Annexed Property shall commence on the first day of the month following the first close of escrow for the sale of a residential Lot by Merchant Builder to a Retail Purchaser within the Phase of Development. As set forth in Section 2.3 of the Master Declaration, an Owner's right to vote shall not vest until the date Regular Assessments upon such Owner's Lot have been levied as provided in the Master Declaration.

3. **Master Common Areas.**

a. **Identification of Master Common Areas.** The Master Common Areas (as defined in the Master Declaration) within the Annexed Property shall mean and refer to:

i. Lots 6, 7, 8 and 9 and Lot A of Tract No. 34477, together with the Improvements thereon (e.g., detention basin that the Master Association is already maintaining pursuant to the Detention Basin Easement, private road and road improvements on Lot A of Tract No. 34477, etc.); and

ii. The Special Maintenance Areas of the Annexed Property, consisting of the common private sewer line(s) originally constructed within the Annexed Property described and/or depicted as maintained by the Master Association on Exhibit "E" attached hereto and incorporated by this reference (specifically excluding

each sewer lateral that exclusively serves a residential Lot within Tract No. 34477), any perimeter walls/fences described and/or depicted as maintained by the Master Association on Exhibit "E-1" attached hereto and incorporated by this reference, and any slope areas described and/or depicted as maintained by the Master Association on Exhibit "E-2" attached hereto and incorporated by this reference.

b. **Commencement of Master Association's Maintenance Obligations of Master Common Areas.** The Master Common Areas identified in this Supplemental Declaration shall be conveyed (i.e., either in fee or as an easement, as applicable) to the Master Association, subject to all easements set forth on the map of Tract No. 34477 recorded in the Office of the County Recorder prior to or concurrently with the first close of escrow for the sale of a residential Lot by Merchant Builder to a Retail Purchaser within the Phase of Development. The Master Association's obligation to maintain such Master Common Areas shall commence upon the conveyance of such Master Common Areas to the Master Association.

4. **Drainage Lots.** The Drainage Lots (as defined in Section 7.11 of the Master Declaration) within the Annexed Property, if any, are identified on Exhibit "F" attached hereto and incorporated by this reference.

5. **Common Roadway Easement Areas.** The Common Roadway Easement Areas (as defined in Section 1.6 of the Master Declaration) within the Annexed Property, if any, are identified on Exhibit "I" attached hereto and incorporated by this reference.

6. **Fuel Modification Zones.** The Fuel Modification Zones (as defined in Section 1.31 of the Master Declaration) within the Annexed Property, if any, are identified on Exhibit "J" attached hereto and incorporated by this reference.

7. **Flood Control Facilities.** The Flood Control Facilities (as defined in Section 1.30 of the Master Declaration) within the Annexed Property, if any, are identified on Exhibit "K" attached hereto and incorporated by this reference.

8. **Submission to the Master Declaration.** Merchant Builder hereby submits the Annexed Property to the Master Declaration and further submits the Annexed Property to the control of the Architectural Committee established pursuant to Article V of the Master Declaration. The Annexed Property shall be subject to, and shall benefit from, all covenants, conditions, restrictions, reservations, easement and equitable servitudes set forth in the Master Declaration.

9. Miscellaneous Provisions.

9.1 Definitions. The definitions set forth in the Master Declaration shall apply to this Supplemental Declaration unless indicated otherwise.

9.2 Amendment and Duration. Until the first close of an escrow for the sale of a residential Lot by Merchant Builder to a Retail Purchaser within a Phase of Development of the Annexed Property, this Supplemental Declaration (including the exhibits attached hereto) may be amended or terminated by Merchant Builder without the approval of the Master Association or any Owners. Upon the first close of an escrow for the sale of a residential Lot by Merchant Builder to a Retail Purchaser within a Phase of Development of the Annexed Property, this Supplemental Declaration may be amended or terminated only by complying with the requirements for amending or terminating the Master Declaration as set forth in the Master Declaration. Unless amended or terminated as provided herein, the provisions of this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

9.3 Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed to promote and effectuate the fundamental concepts of the Master Development, as set forth in the Master Declaration. Except as may be otherwise provided in this Supplemental Declaration or the Master Declaration, the rights and obligations of the Owners located in the Annexed Property shall be the same as the rights and obligations of the other Owners now or hereafter affected by the Master Declaration.

9.4 Restrictions Severable. Notwithstanding the foregoing, each of the provisions of this Supplemental Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision of this Supplemental Declaration shall not affect the validity or enforceability of any other provision hereof.

9.5 Number/Captions. As used in this Supplemental Declaration, all words in the masculine, feminine, or neuter gender, or the singular or plural number shall be construed to include the others, wherever the context so requires. All captions or titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect the interpretation of any of the terms or provisions of this Supplemental Declaration.

9.6 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Merchant Builder, or its agents or employees, in connection with the Annexed Property or the Master Development, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of

maintenance, taxes or regulation thereof as a master planned development, except as specifically and expressly set forth in this Supplemental Declaration.

9.7 Exhibits. Each of the Exhibits attached hereto is incorporated by this reference. The numbering of the exhibits attached to this Supplemental Declaration is intended to correspond to the numbering of the exhibits in the Master Declaration. Exhibits "A" through "D", inclusive, and Exhibits "G" through "H-1", inclusive, are intentionally omitted from this Supplemental Declaration. Notwithstanding any depiction thereon, the condition of any Improvements in the Annexed Property as built by Merchant Builder shall govern and control.

9.8 Right to Repair Law Notices and Alternative Dispute Resolution. Merchant Builder reserves the right to record a separate instrument against the Annexation Property setting forth notices and provisions pursuant to the construction dispute reform bill known as Senate Bill No. 800, which added section 43.99 and Title 7 (commencing with section 895) to Part 2 of Division 2 of the California Civil Code ("Right to Repair Law") and alternative dispute resolution provisions that apply with respect to residences and other Improvements constructed by Merchant Builder in the Annexed Property.

9.9 Additional Provisions Required By County. The County of Riverside's conditions for the approval for Tract No. 34477 require that the following provisions be contained verbatim in this Supplemental Declaration. As used in the following provisions only, the term "Declaration" shall mean and refer to this Supplemental Declaration; the term "property owners' association" shall mean and refer to the Master Association; and the term "common area" shall mean and refer to the Master Common Areas identified in Section 3, above, of this Supplemental Declaration and on Exhibits "E", "E-1", "E-2", and "I" attached hereto.

"Notwithstanding any provision in this Supplemental Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall manage and continuously maintain the 'common area', more particularly described on Exhibits "E", "E-1", "E-2", and "I" attached hereto, and shall not sell or transfer the 'common area' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the

notice of assessment or other document creating the assessment lien.

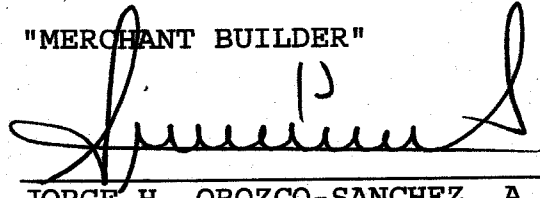
This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'common area' established pursuant to the Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

(Signatures to follow)

Merchant Builder has executed this Supplemental Declaration as of the day and year first written above.

"MERCHANT BUILDER"

A handwritten signature in black ink, appearing to read 'Jorge H. Orozco-Sanchez', is written over a horizontal line. The signature is stylized with a large initial 'J' and a long, sweeping underline.

JORGE H. OROZCO-SANCHEZ, A MARRIED MAN,
AS HIS SOLE AND SEPARATE PROPERTY

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On September 8, 2017, before me, MELISSA LAZIO, Notary Public

Name and Title of Officer

personally appeared Jorge A. Drozco-Sanchez
, 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.

Melissa Lazio
Signature of Notary Public



[SEAL]

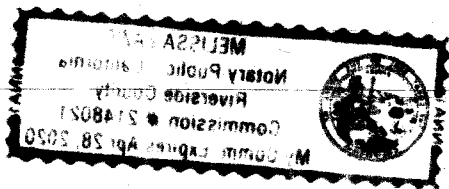


EXHIBIT "E"

SPECIAL MAINTENANCE AREAS IN THE ANNEXED
PROPERTY MAINTAINED BY MASTER ASSOCIATION

(attach depiction of common private sewer line to be maintained
by Master Association)

EXHIBIT "E"
SPECIAL MAINTENANCE AREAS IN THE ANNEXED
PROPERTY MAINTAINED BY MASTER ASSOCIATION

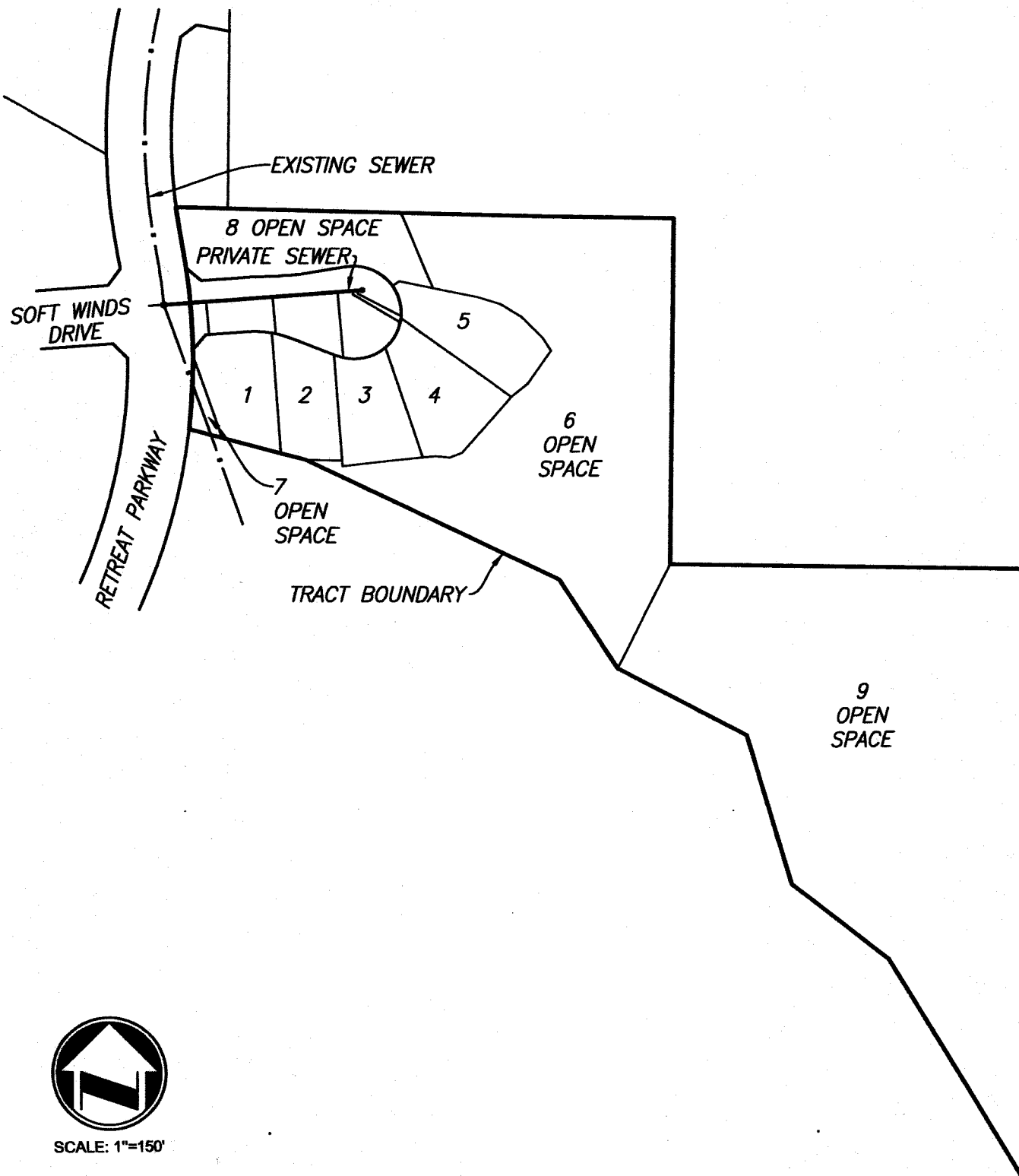
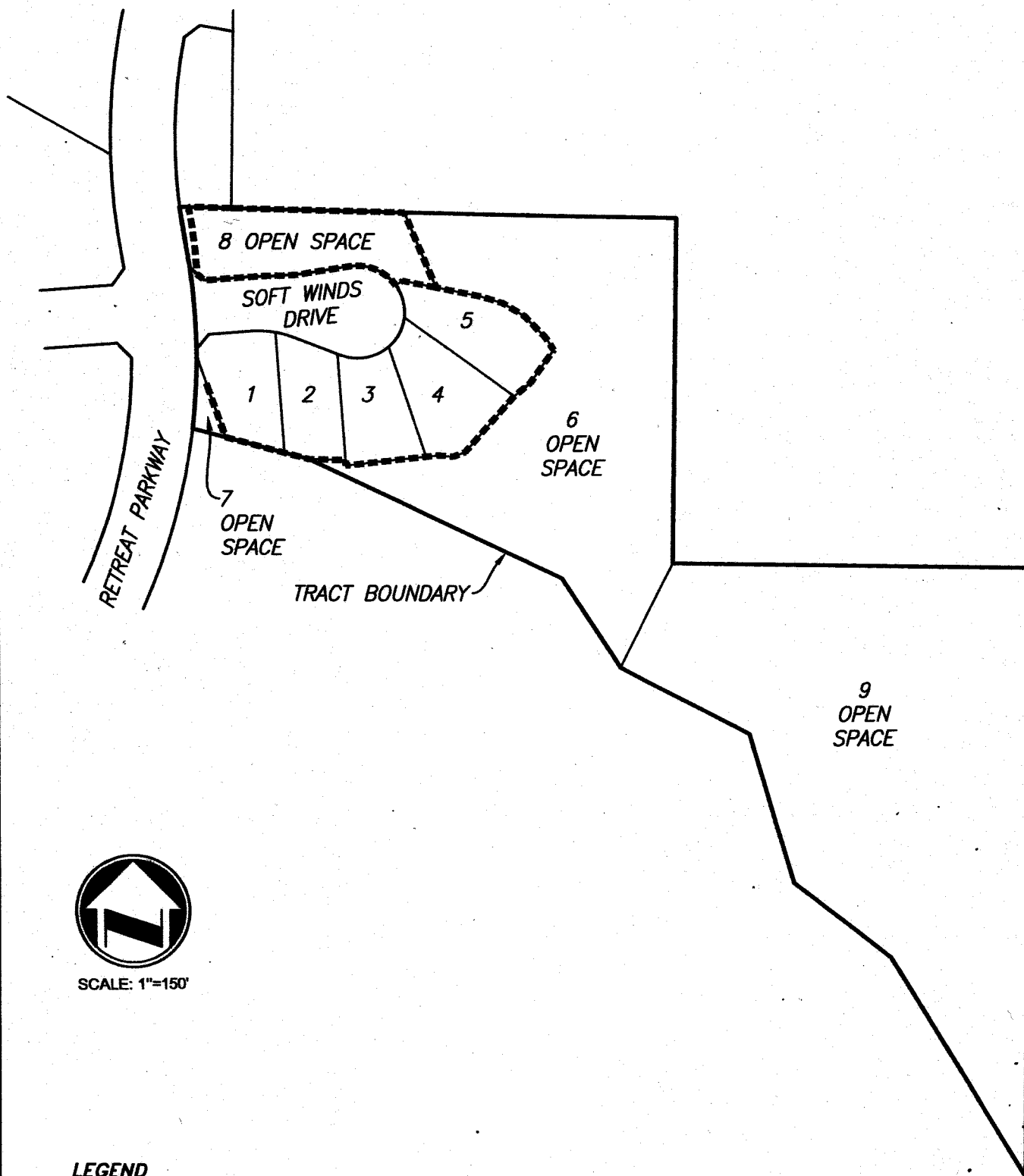


EXHIBIT "E-1"

PERIMETER WALLS/FENCES IN THE ANNEXED
PROPERTY MAINTAINED BY MASTER ASSOCIATION

(attach depiction of any walls or fences to be maintained by
Master Association)

EXHIBIT "E-1"
PERIMETER WALLS/FENCES IN THE ANNEXED
PROPERTY MAINTAINED BY MASTER ASSOCIATION



SCALE: 1"=150'

LEGEND

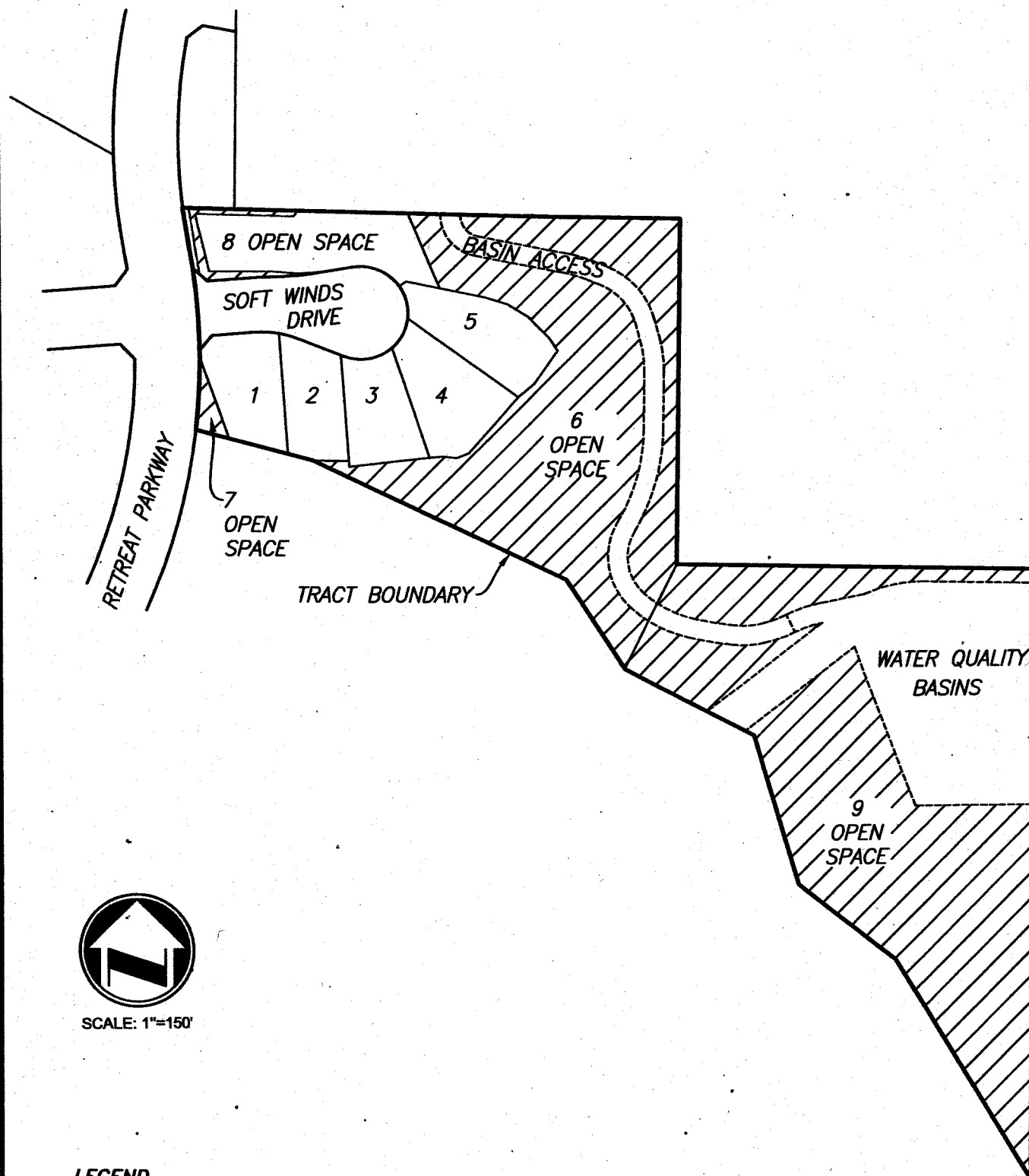
----- PERIMETER WALL/FENCE

EXHIBIT "E-2"

SLOPE AREAS IN THE ANNEXED
PROPERTY MAINTAINED BY MASTER ASSOCIATION

(attach depiction of any slope areas to be maintained by Master Association)

EXHIBIT "E-2"
SLOPE AREAS IN THE ANNEXED PROPERTY
MAINTAINED BY THE MASTER ASSOCIATION



SCALE: 1"=150'

LEGEND



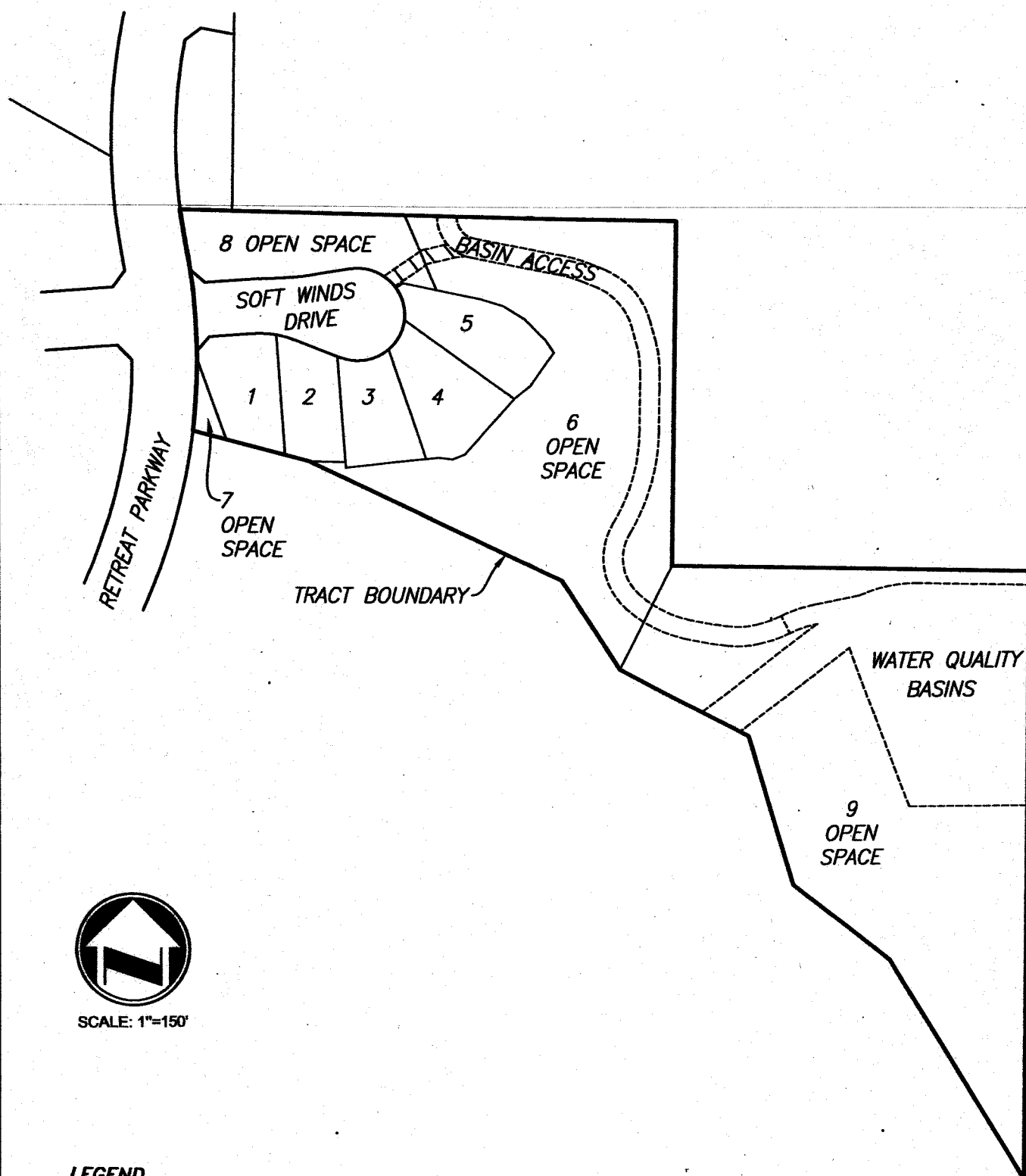
SLOPE AREAS

EXHIBIT "F"

DRAINAGE LOTS

(attach depiction of any easement areas that may be improved with drainage devices, such as paved swales, bench drains, and down drains for the benefit of the Master Association)

EXHIBIT "F" **DRAINAGE LOTS**



SCALE: 1"=150'

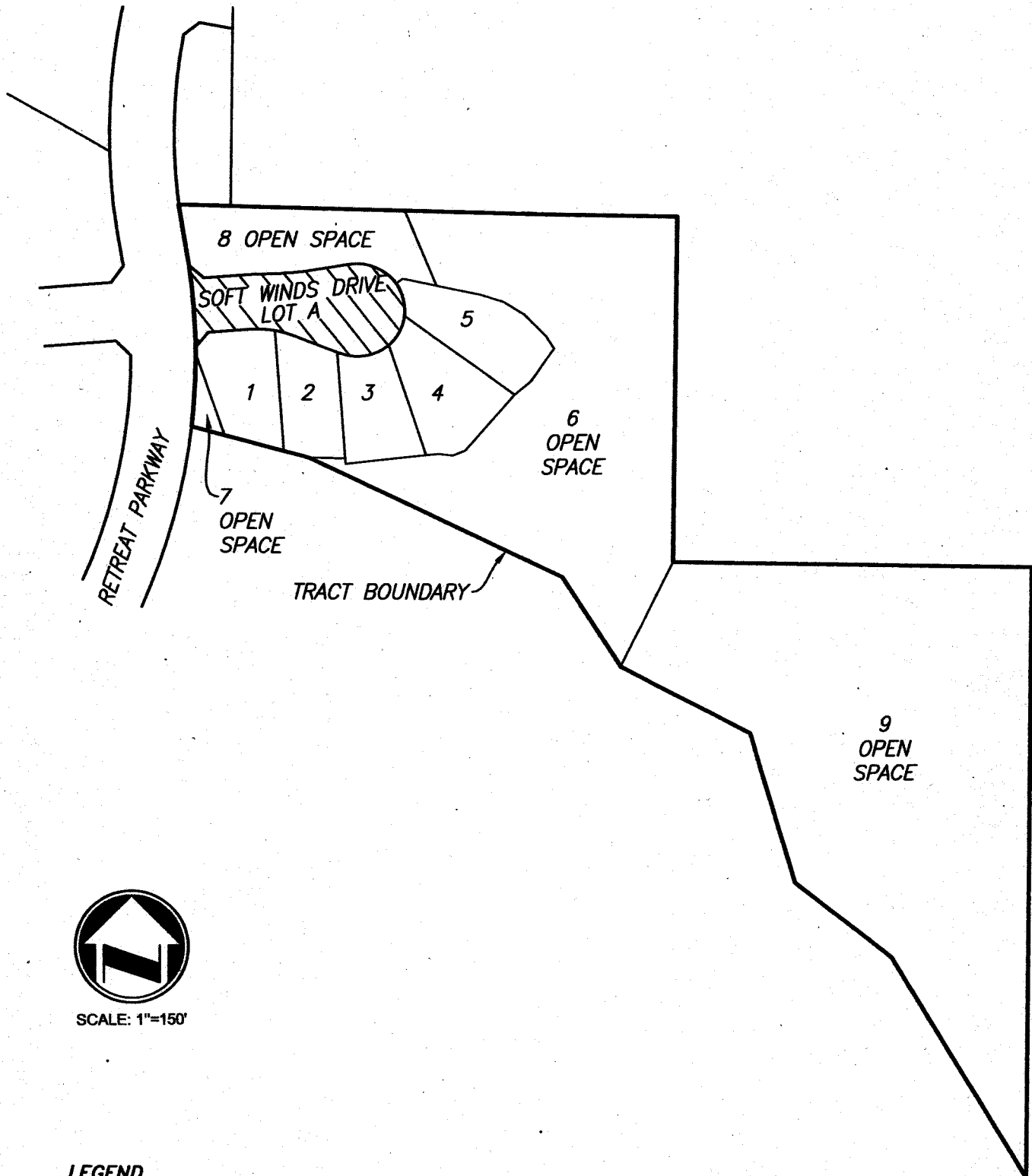
LEGEND**DRAINAGE EASEMENT FOR CONCRETE
EMERGENCY OVERFLOW V-DITCH**

EXHIBIT "I"

COMMON ROADWAY EASEMENT AREAS

(attach depiction of roadway on Lot A of Tract No. 34477)

EXHIBIT "I" **COMMON ROADWAY EASEMENT AREAS**



SCALE: 1"=150'

LEGEND



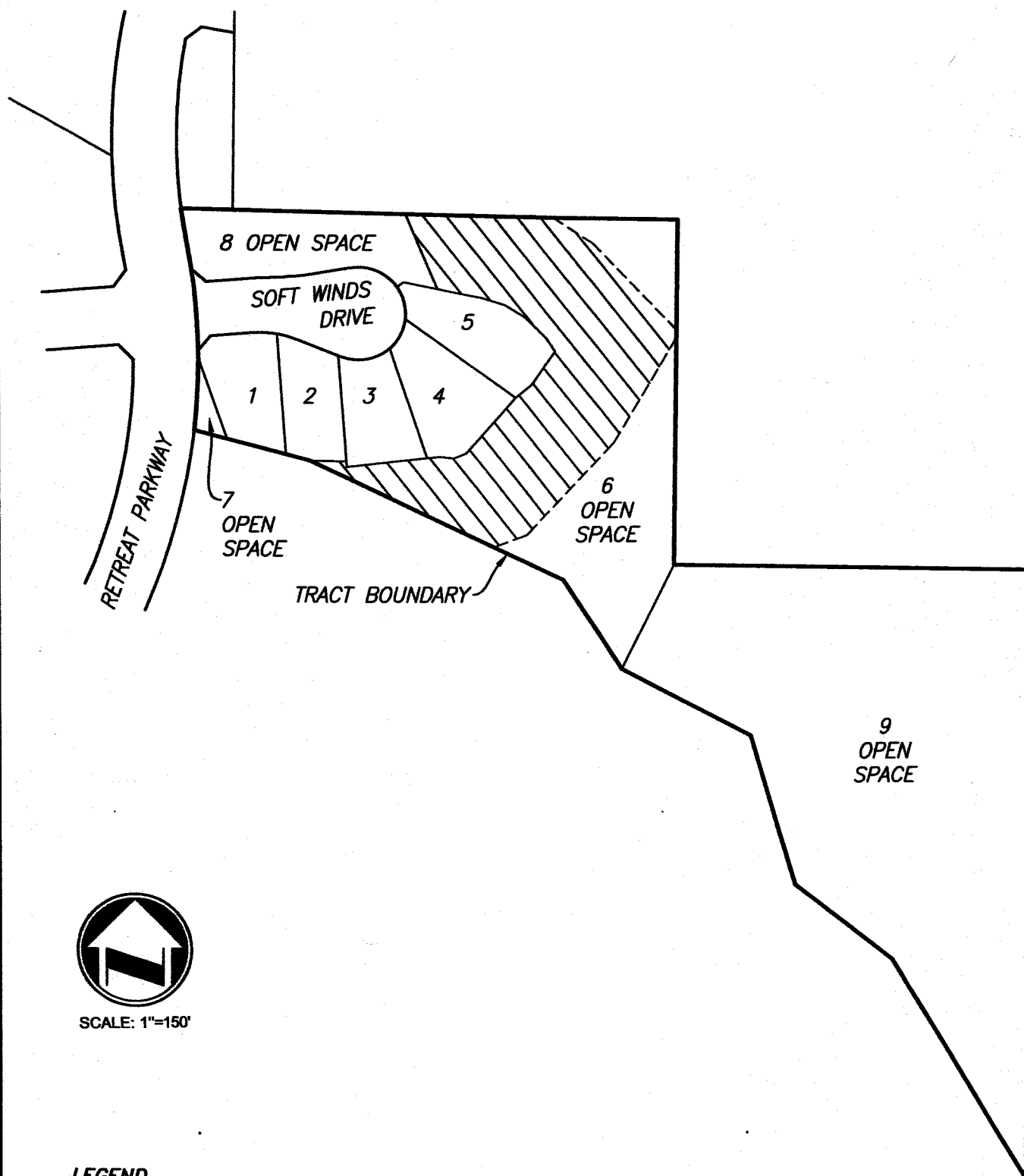
COMMON ROADWAY EASEMENT AREA

EXHIBIT "J"

FUEL MODIFICATION ZONES

(attach depiction of any fuel modification zones in Annexed
Property)

EXHIBIT "J" **FUEL MODIFICATION ZONES**



SCALE: 1"=150'

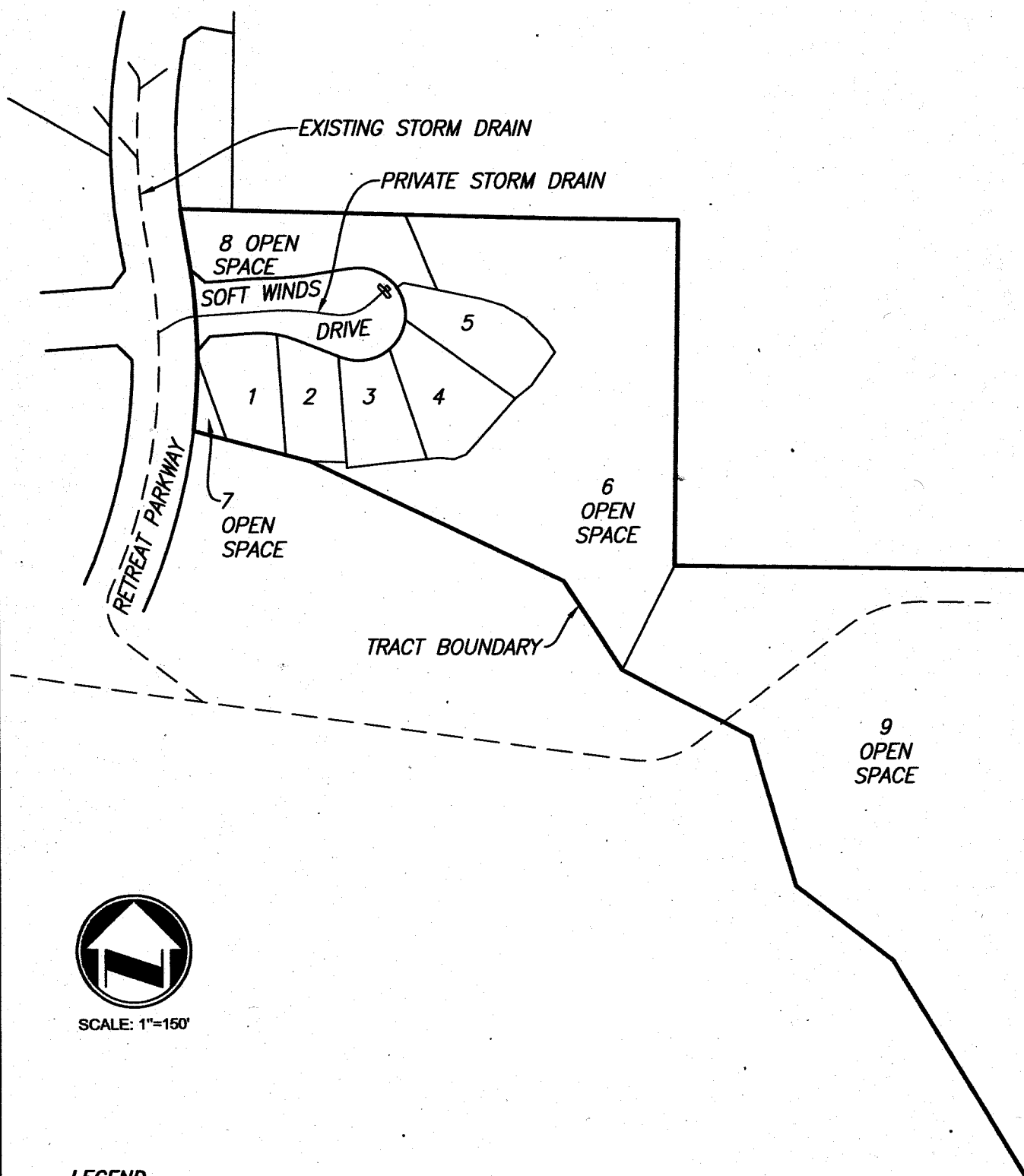
LEGEND**FUEL MODIFICATION ZONE**

EXHIBIT "K"

FLOOD CONTROL FACILITIES

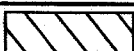
(attach depiction of any flood control facilities in the Annexed
Property designed and intended to reduce the possibility of
flooding in the Master Development)

EXHIBIT "K" **FLOOD CONTROL FACILITIES**



SCALE: 1"=150'

LEGEND



FUEL MODIFICATION ZONE

RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1

1. Work Order #

1. Page of

DEPARTMENTAL INFORMATION	
3. DEPARTMENT	Clerk of the District Court

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 10/16/2018
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):

[illegible]

21. RECORDS RECEIVED BY: <i>A Gonzalez DPS</i>		30. REMARKS
22. TITLE <i>Act Tech 1</i>	23. RECEIVED VIA:	
24. DATE RECEIVED:	25. TIME RECEIVED:	
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:	
28. NAME/DATE SCANNED TO HOLDING AREA:		29. NAME/DATE SCANNED TO LOCATION:

2018-10-14/19/



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: ☒ Yes ☐ No

COUNTY COUNSEL APPROVAL: ☒ Yes ☐ No

☐ AGREEMENT/CONTRACT

NO.:

REQUESTED

CAN IT GO AT A LATER DATE: ☐ YES ☐ 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: 34477 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM34477 (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 IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE
CHAIRMAN OF THE BOARD. DELIVER THE FINAL TRACT MAP AND CC&R'S, "TOGETHER"
TO THE COUNTY RECORDER. ONE SET OF THE IMPROVEMENT AGREEMENTS ARE RETAINED BY THE COB
AND THE REMAINING 2 SETS DELIVERED BACK TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
8102			

BOARD AGENDA DATE:

10/16/18

BOS ITEM NUMBER:

2.5

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 1 OF 6 SHEETS

TRACT NO. 34477

BEING A SUBDIVISION OF LOT 43 OF TRACT NO. 30241-4, PER MAP FILED IN BOOK 371,
PAGES 52-57 OF MAPS, RECORDS OF RIVERSIDE COUNTY;
IN SECTION 28 TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

edken
ENGINEERS

MAY 2015

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201 AT _____
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:
FIRST AMERICAN TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LEE DOTSON ON MAY 7, 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: 1-4-2018



EDY P. ADKISON L.S. 5380
EXPIRATION DATE: 9-30-2018



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. 34477 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JANUARY 9, 2007 THE EXPIRATION DATE BEING JANUARY 9, 2013 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 9-25, 2018


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



CERTIFICATE VERIFIES ONLY THE
TO WHICH THIS CERTIFICATE IS
ALIDITY OF THAT DOCUMENT.

Edy P. Adkison PERSONALLY

WHO PROVED TO ME ON _____
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
IN THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF
IT.

THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOT "A", AS INDICATED AS "PRIVATE STREET" AS SHOWN HEREON.

DATE: 10/11/18, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


CLERK OF THE BOARD OF SUPERVISORS

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

BY: 
DEPUTY

9563

side