

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



ITEM
2.13
(ID # 8113)

MEETING DATE:

Tuesday, October 23, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 37053-2, a Schedule "A" Subdivision in the French Valley Area. 3rd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Improvement Agreements and Securities for Final Tract Map 37053-2 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 37053-2.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 23, 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 37053 was approved by the Board of Supervisors on July 11, 2017 as Agenda Item 17.2. Final Map 37053-2 is a 72.99 acre subdivision that is creating 293 residential lots and thirteen (13) open space lots in the French Valley area. This is the 2nd phase of 3 phases for this Tract Map. This Final Tract Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

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

Riverside Mitland 03, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by The Guarantee Company of North America USA are as follows:

TR37053-2 \$7,337,000 - Bond # BDTO500097018 for the completion of street improvements
 TR37053-2 \$2,073,000 - Bond # BDTO500097018 for the completion of the water system
 TR37053-2 \$1,851,500 - Bond # BDTO500097018 for the completion of the sewer system
 TR37053-2 \$327,978 - Bond # BDTO500098018 for the completion of the monumentation

MS04344 \$1,982,500 - Bond # BDTO500096018 for the completion of street improvements
 MS04344 \$8,500 - Bond # BDTO500096018 for the completion of the water system

MS04328 \$2,132,000 - Bond # BDTO500099018 for the completion of street improvements

Additional Fiscal Information:

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

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

ATTACHMENTS:

37053-2 Vicinity Map

37053-2 Improvement Agreements

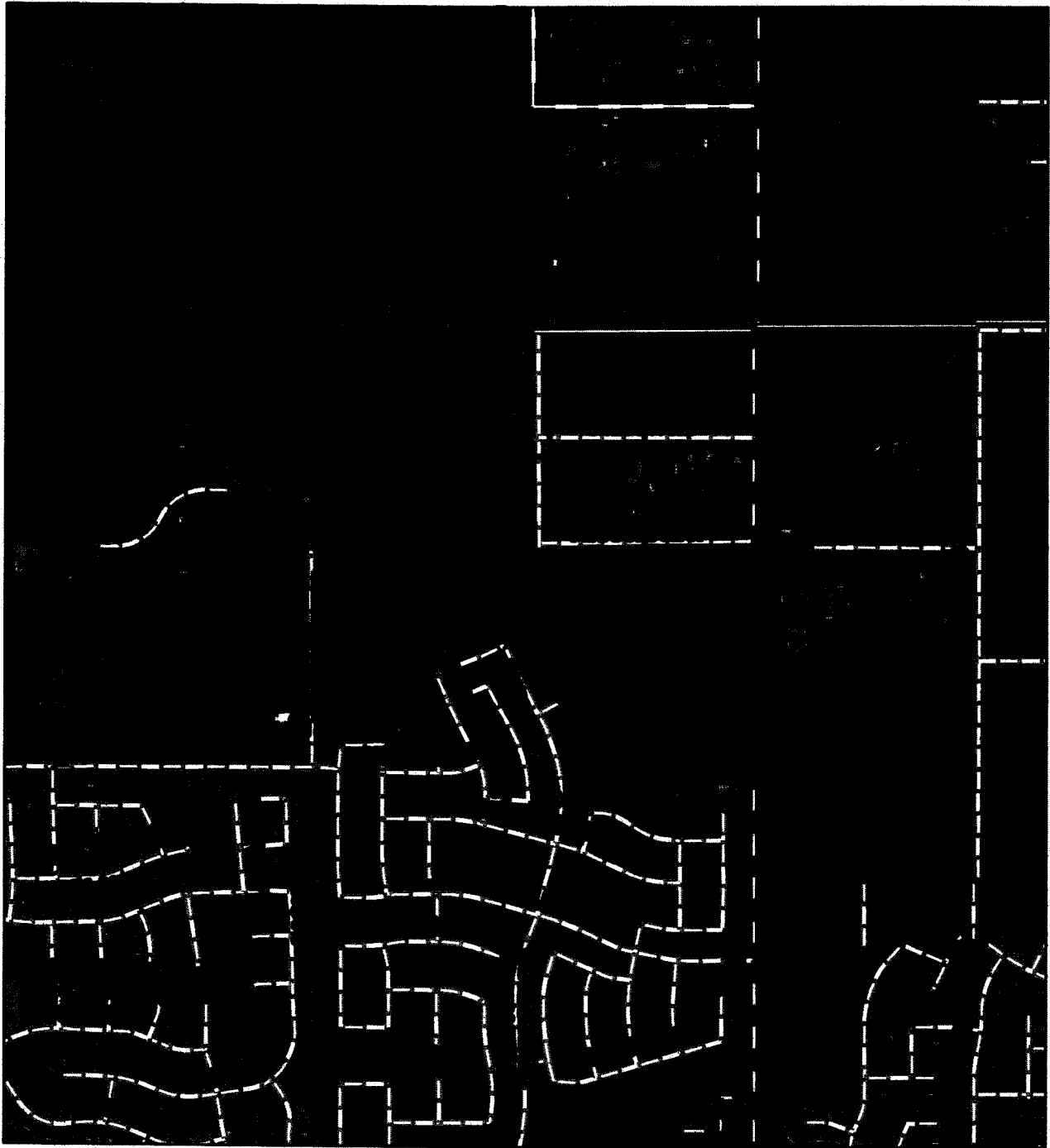
MS04328 Improvement Agreements

MS04344 Improvement Agreements

37053-2 Mylars



Gregory V. Priamos, Director County Counsel 10/15/2018



NOT TO SCALE

VICINITY MAP

Tract Map 37053-2

TWP. 6S., RNG. 2W., SEC. 30

Supervisory District: 3

**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 Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract Map 37053-2** 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 **Seven Million Three Hundred Thirty Seven Thousand and no/100 Dollars (\$7,337,000.00)**.

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 6 of Division 4 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

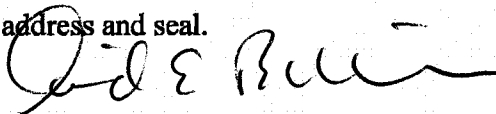
Contractor

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

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed:

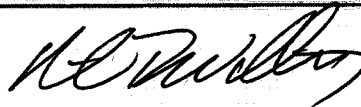


Print Name: David E. Bartlett

Title Vice President

Print Name: Richard T. Whitney

Signed:



Title CFO

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 TRIPLICATE

Revised 09/29/09

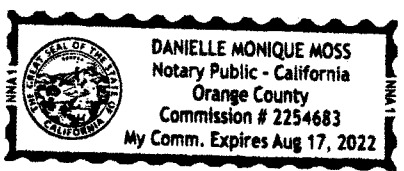
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

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 Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract Map 37053-2** hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **One Million Eight Hundred Fifty One Thousand Five Hundred and no/100 Dollars** (\$1,851,500.00).

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

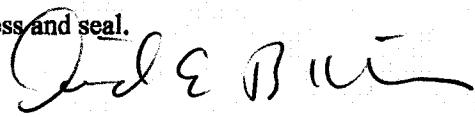
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

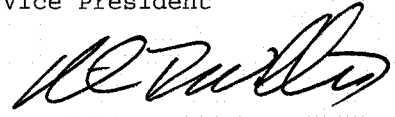
Contractor
Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 

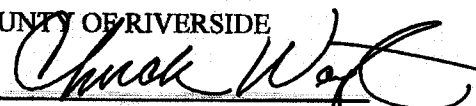
Print Name: David E. Bartlett


Title Vice President

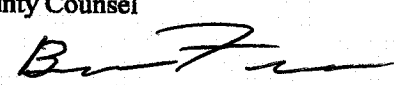
Signed: 

Print Name: Richard T. Whitney

Title CFO

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 TRIPLICATE

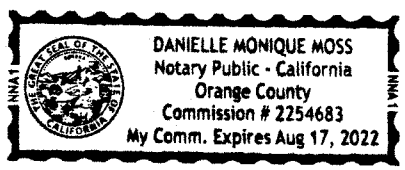
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitrey, 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.



Danielle Monique Moss
Notary Public

**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 Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract Map 37053-2** 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 District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two Million Seventy Three Thousand and no/100 Dollars (\$2,073,000.00)**.

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 3 (commencing with Section 9000) of Part 6 of Division 4 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.

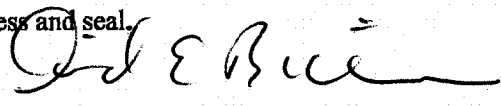
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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
Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 


Print Name: David E. Bartlett

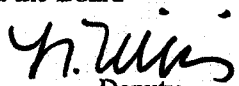
Title Vice President

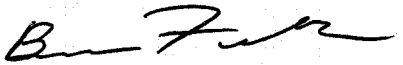
Signed: 

Print Name: Richard T. Whitney

Title CFO

COUNTY OF RIVERSIDE
Signed: 
CHAIRMAN, BOARD OF SUPERVISORS
ATTEST: CHUCK WASHINGTON

KECIA HARPER-IHEM,
Clerk of the Board
Signed: 
Deputy

APPROVED AS TO FORM
County Counsel
By 

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

Revised 09/29/09

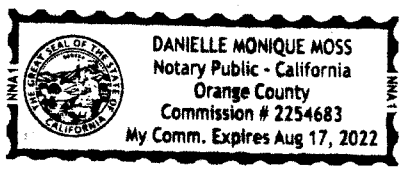
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

**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 Riverside Mitland 03 LLC hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract Map 37053-2 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 Three Hundred Twenty Seven Thousand Nine Hundred Seventy Eight and no/100 Dollars (\$327,978.00).

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

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

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

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

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

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

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

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

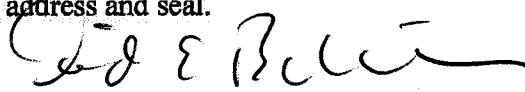
County

Contractor

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

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 

Print Name: David E. Bartlett

Title Vice President

Signed: 

Print Name: Richard T. Whitney

Title CFO

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 TRIPLICATE

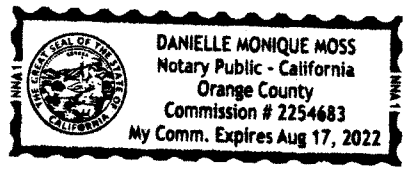
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

**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 Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as MS 04328, 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 Two Million One Hundred Thirty Two Thousand and no/100 Dollars (\$2,132,000.00)

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.

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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 6 of Division 4 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:

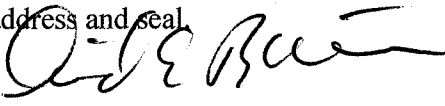
County

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

Contractor

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 

Print Name: David E. Bartlett


Title Vice President

Print Name: Richard T. Whitney

Signed: 

Title CFO

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

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

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

**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 **Riverside Mitland 03, LLC** hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **MS 04344**, 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 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 **Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the 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 3 (commencing with Section 9000) of Part 6 of Division 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 amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the improvements contemplated to be done under this agreement, extensions of time may be granted, from time to time, by Contractor 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 amount of the bond or bonds in full force and effect during the terms of this agreement, including any extensions of time granted therein.



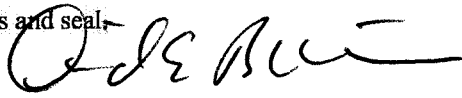
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

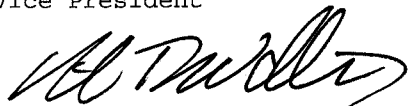
Contractor
Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 

Print Name: David E. Bartlett

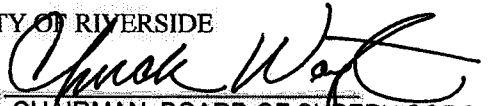
Title Vice President

Signed: 

Print Name: Richard T. Whitney

Title CFO


COUNTY OF RIVERSIDE

Signed: 

CHAIRMAN, BOARD OF SUPERVISORS
CHUCK WASHINGTON


ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

Signed: 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

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

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

**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 Riverside Mitland 03 LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as MS 04344, 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 Nine Hundred Eighty Two Thousand Five Hundred and no/100 Dollars (\$1,982,500.00).

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

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

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

OCT 23 2018 2.13

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 6 of Division 4 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

Riverside Mitland 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Signed: 

Print Name: David E. Bartlett

Title Vice President

Print Name: 

Signed: Richard T. Whitney

Title CFO

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

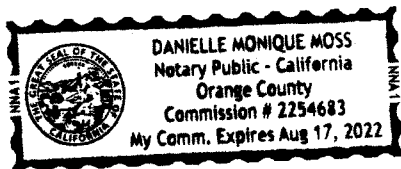
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange) SS.

On September 10, 2018, before me, Danielle Monique Moss, Notary Public, personally appeared DAVIDE. Bartlett & Richard T. Whitney, 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.



Danielle Monique Moss
Notary Public

IN THE UNINCOR

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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3, INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC.

OWNER'S STATEMENT

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

AS A CONDITION OF DEDICATION OF LOT "J", AUBURN WAY, LOT "R", HILTON ROAD AND LOT "Y", LEON ROAD, THE OWNERS OF LOTS 79 THROUGH 104, INCLUSIVE, 294 THROUGH 299, INCLUSIVE, 301 & 302, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS RIGHTS OF ACCESS ALONG SPENCERS CROSSING PARKWAY. THE OWNERS OF LOTS 1-13, INCLUSIVE, 151-156, INCLUSIVE, 297 AND 298 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "AA" THROUGH "FF", INCLUSIVE. THE DEDICATION IS FOR (1) ONE-FOOT BARRIER STRIPS FOR ROAD AND ACCESS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A DRAINAGE EASEMENT LYING WITHIN LOT 299 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.


THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A BLANKET STORM DRAIN EASEMENT LYING OVER LOT 294 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" OVER ALL OF WATER QUALITY BASIN LOT 306, AS SHOWN HEREON. THE DEDICATION IS

SURVEYOR'S STATE

THIS MAP WAS PREPARED CONFORMANCE WITH THE REQUEST OF RIVERSIDE MONUMENTS ARE OF THE ACCORDANCE WITH THE 1 OR WILL BE, SUFFICIENT SUBSTANTIALLY CONFORM COMPLETE AS SHOWN.

DATE: 9/2


PAUL R. HUDDLESTON, JR

COUNTY SURVEYOR

THIS MAP CONFORMS TO HEREBY STATE THAT THIS SUBSTANTIALLY THE SAME AMENDED, AND APPROVED JULY 11, 2020; AND THE

DATE: _____

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488 EXPIRES: 12-

IN THE UNINCORPORATED

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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3, INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AN COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC.

DASH NAD 83(NRSR2007)
FOUND BRASS DISC, FLUSH
IN CONCRETE STAMPED
"CALIF DEPT OF TRANS.
N=2175945.473
E=6307144.153
CONV.=-0°27'34.3"
SF=0.99996796

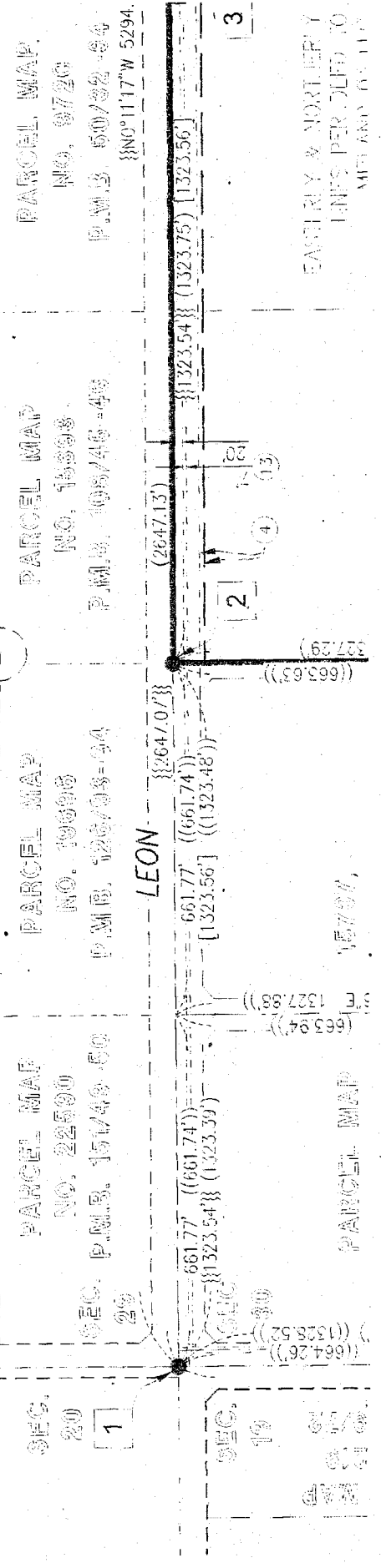
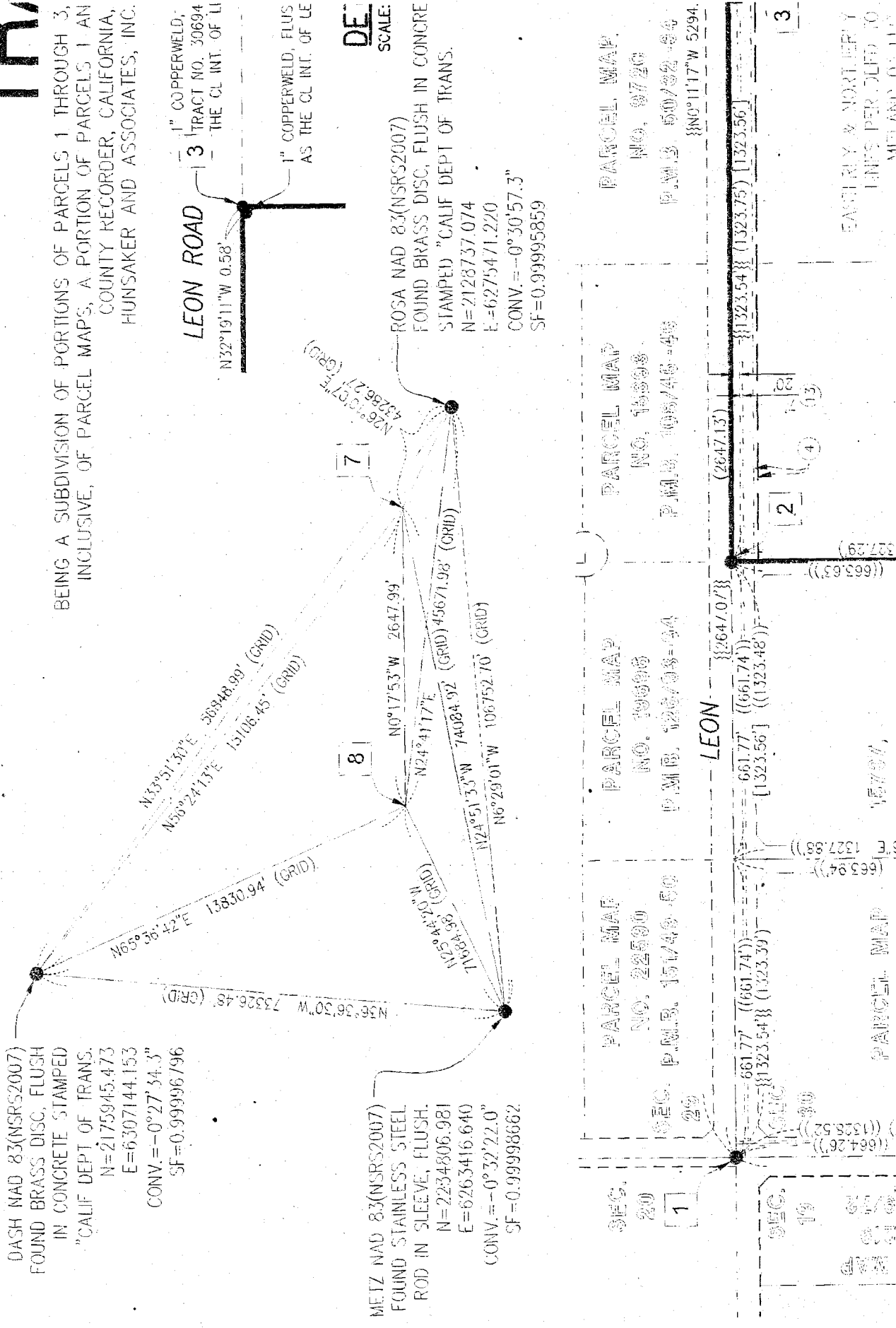
MEIZ NAD 83(NRSR2007)
FOUND STAINLESS STEEL
ROD IN SLEEVE, FLUSH.
N=2234206.981
E=6263416.640
CONV.=-0°32'22.0"
SF=0.99998662

ROSA NAD 83(NRSR2007)
FOUND BRASS DISC, FLUSH IN CONCRE
STAMPED "CALIF DEPT OF TRANS.
N=2128737.074
E=6275471.220
CONV.=-0°30'57.3"
SF=0.99995859

LEON ROAD
N32°19'11"W 0.58'
1" COPPERWELD,
AS THE CL INT. OF LE

1" COPPERWELD, FLUS
AS THE CL INT. OF LE

DE
SCALE:



EASTLEY & MORTIMER
LINES PER FILED TO
MICH AND ASSOCIATES

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

TRACT NO. 37053-2

BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3, INCLUSIVE, PARCELS 11 THROUGH 13, INCLUSIVE, NO. 14390, FILED IN BOOK 84, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS PARCEL MAP NO. 15737, FILED IN BOOK 105, PAGE 3 OF PARCEL MAPS, ALL IN THE OFFICE OF THE RIVERSIDE RECORDER, CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO COUNTY, CALIFORNIA, JANUARY 2006 AND F

HUNSAKER AND ASSOCIATES, INC.

SURVEYOR'S NOTES

- () INDICATES RECORD DATA PER TRACT NO. 30694, MB 408/99-112.
- [] INDICATES RECORD DATA PER TRACT NO. 30696-4, MB 422/36-46.
- { } INDICATES RECORD DATA PER TRACT NO. 30433, MB 438/23-60.
- < > INDICATES RECORD DATA PER TRACT NO. 32290-1, MB 453/10-24.
- { } INDICATES RECORD & MEASURED DATA PER TRACT NO. 37053-1, MB 458/37-56.
- (()) INDICATES RECORD DATA PER PARCEL MAP 15737, PMB 105/3.

SFN SEARCHED AND FOUND NOTHING.

O SET 1" I.P. AND TAG "L.S. 7083" FLUSH, UNLESS OTHERWISE NOTED.

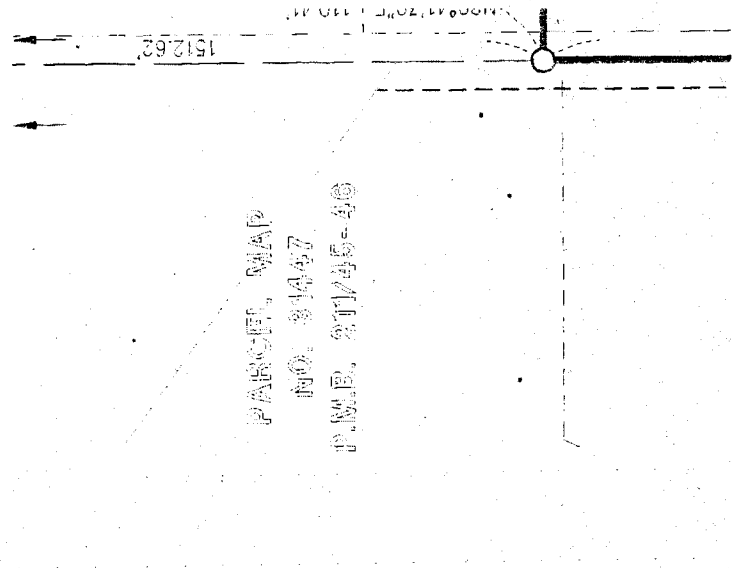
SET 1" I.P. AND TAG "L.S. 7083", FLUSH AT ALL REAR LOT CORNERS, ANGLE POINTS, B.C.'S AND E.C.'S, UNLESS OTHERWISE NOTED.

SET LEAD AND TAG "L.S. 7083", IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR B.C.'S, E.C.'S, P.C.C.'S, P.R.C.'S AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE AT AN OFFSET OF 9.75 FEET, EXCEPT ALONG LOT "J" (AUBURN WAY) AT AN OFFSET OF 14.75 FEET, EXCEPT ALONG LOT "R" (HILTON ROAD) AT AN OFFSET OF 10.75 FEET, ALSO EXCEPT ALONG THE EAST SIDE OF SPENCER'S CROSSING PARKWAY AT AN OFFSET OF 15.75 FEET AND ALSO EXCEPT ALONG LOT "Y" (LEON ROAD) AT AN OFFSET OF 12.75 FEET, UNLESS OTHERWISE NOTED BY P#.

SET LEAD AND TAG "L.S. 7083" IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") AT

NOTES:

- SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.
- SEE SHEET 3 BOUNDARY CONTROL, BASIS OF BEAF ENVIRONMENTAL CONSTRAINT NOTE AND VICINITY M
- SEE SHEET 5 FOR INDEX MAP AND EASEMENT NOT



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

TRACT NO. 37053-2

BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3, INCLUSIVE, PARCELS 11 THROUGH 13, INCLUSIVE, NO. 14390, FILED IN BOOK 84, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 / MAP NO. 15737, FILED IN BOOK 105, PAGE 3 OF PARCEL MAPS, ALL IN THE OFFICE OF THE RIVERSIDE COUNTY CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERID HUNSAKER AND ASSOCIATES, INC. JANUARY 2006 AND F

EASEMENT NOTES

- ① A RESERVATION OF A PERPETUAL NON-EXCLUSIVE PUBLIC SERVICE EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY RECORDED AUGUST 23, 2017 AS INST. NO. 2017-0350662, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- ② AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES IN FAVOR OF FRONTIER COMMUNICATIONS, INC., SUCCESSOR IN INTEREST TO CALIFORNIA WATER AND TELEPHONE COMPANY RECORDED OCTOBER 13, 1961 AS INST. No. 87875, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- 3 AN EASEMENT FOR PERPETUAL AIR OR FLIGHT PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JANUARY 12, 2007 AS INST. No. 2007-0029508, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- ④ AN EASEMENT FOR PUBLIC ROAD, UTILITY AND DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED NOVEMBER 13, 2017 AS INST. No. 2017-0474472, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- ⑤ AN EASEMENT FOR SEWER PURPOSES IN FAVOR OF THE EASTERN MUNICIPAL WATER DISTRICT RECORDED AUGUST 9, 2018 AS INST. No. 2018-0320031, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- ⑥ AN EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE PUBLIC AS DEDICATED AND SHOWN HEREON.
- ⑦ AN EASEMENT FOR PUBLIC ROAD & UTILITY PURPOSES FOR INGRESS AND EGRESS AND THE CONSTRUCTION AND MAINTENANCE OF PUBLIC STREETS IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 13, 2018 AS INST. No. 2018-0367931, OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- ⑧ A BLANKET EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE PUBLIC AS DEDICATED AND SHOWN HEREON.

LINE TABLE

LINE	BEARING	LENGTH
L36	N 20°14'30" W	10.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGT
C2	4°26'55"	272.00'	21.1
C3	2°08'08"	272.00'	10.1

sheets 8, 11, & 12 are updated

PARCEL MAP

NO. 31447

P.M.B. 211/45-46

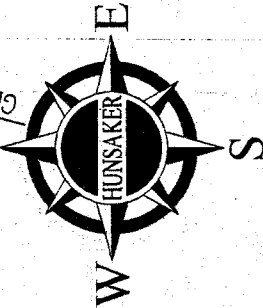
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2, COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

SE

GRID NORTH
-00°29'14"
GEODETIC NORTH



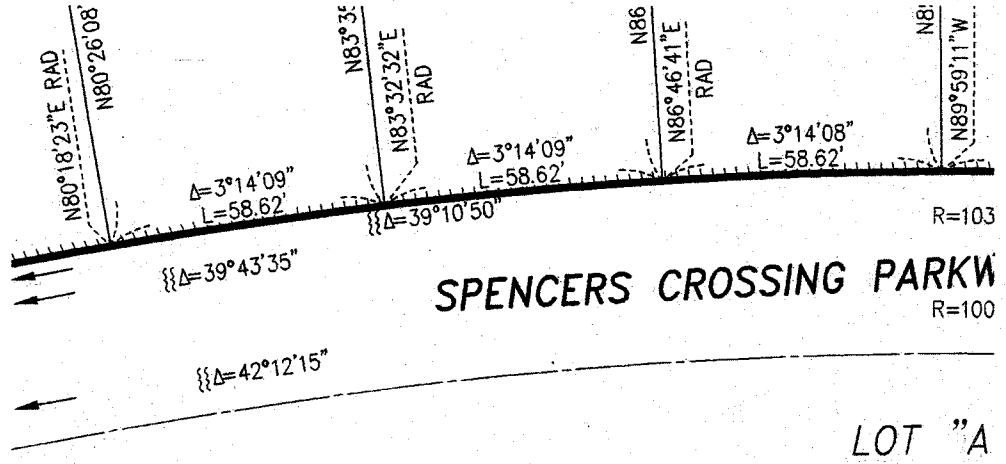
CONVERGENCE ANGLE AT SW CORNER
SECTION 30, T.6S., R.2W., S.B.M.
= -00°29'14"



SCALE: 1" = 40'

LINE	BEARING	LENGTH
L4	{}N 16°15'59" W	20.27{}
L5	{}N 63°45'59" W	56.00{}
L6	{}N 72°01'27" E	21.50{}
L7	{}N 86°31'29" W	21.84{}
L8	{}N 42°30'57" W	20.84{}
L9	{}N 88°30'25" W	56.00{} RAD
L10	{}N 18°05'26" E	22.73{}
L18	{}N 88°50'09" W	19.30{}
L41	{}N 64°40'11" E	20.37{}

CURVE	DELTA	PARABOLIC	TANGENT



R=103

R=100

LOT "A"

66

65

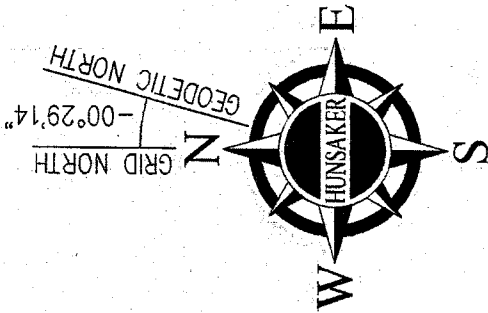
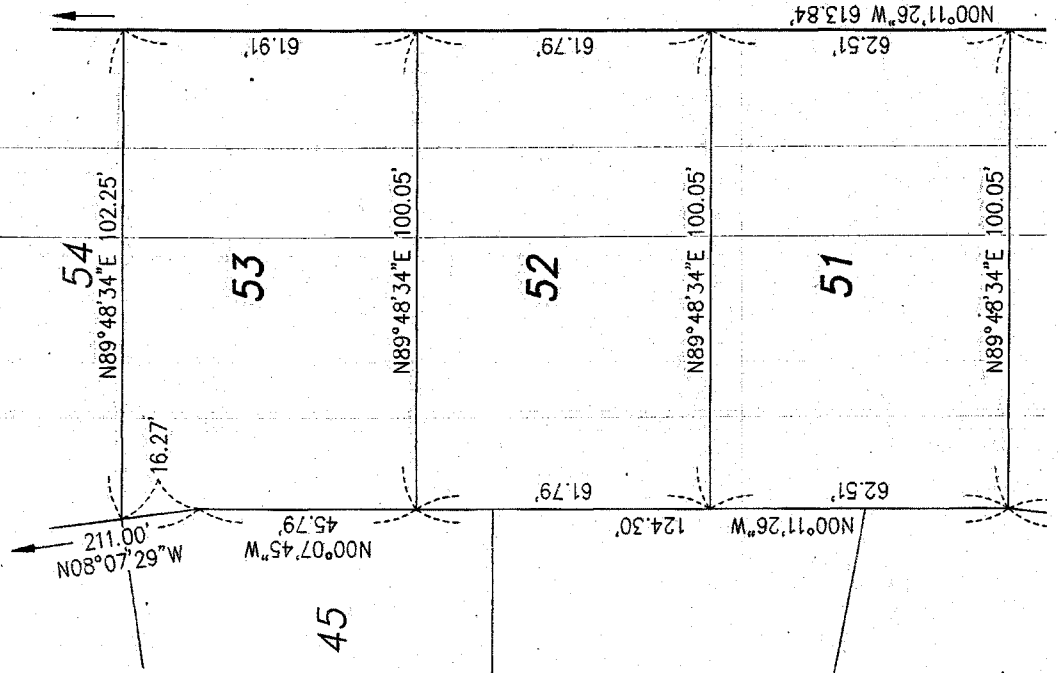
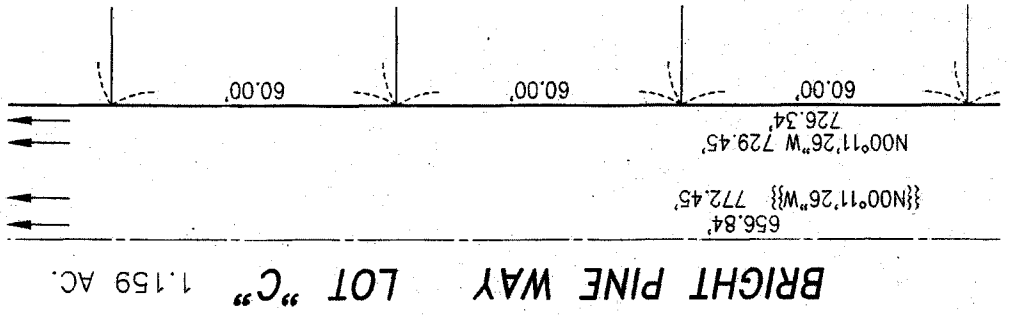
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IN THE UNINCO

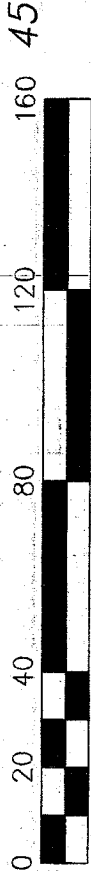
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2, COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

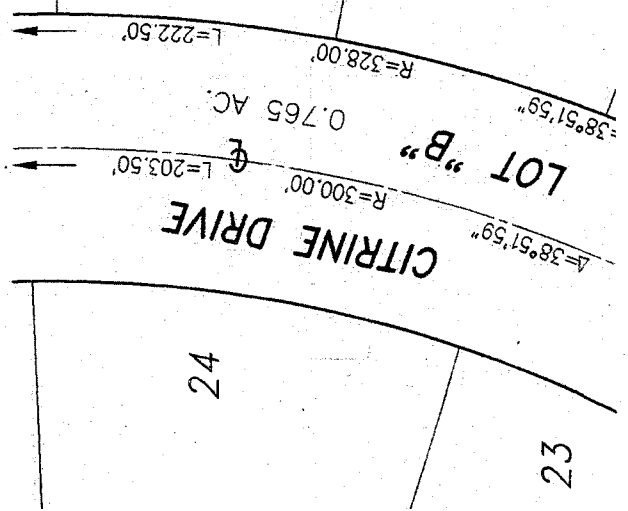
SEE



CONVERGENCE ANGLE AT SW CORNER SECTION 30, T.6S., R.2W., S.B.M. = -00°29'14"



SCALE: 1" = 40'

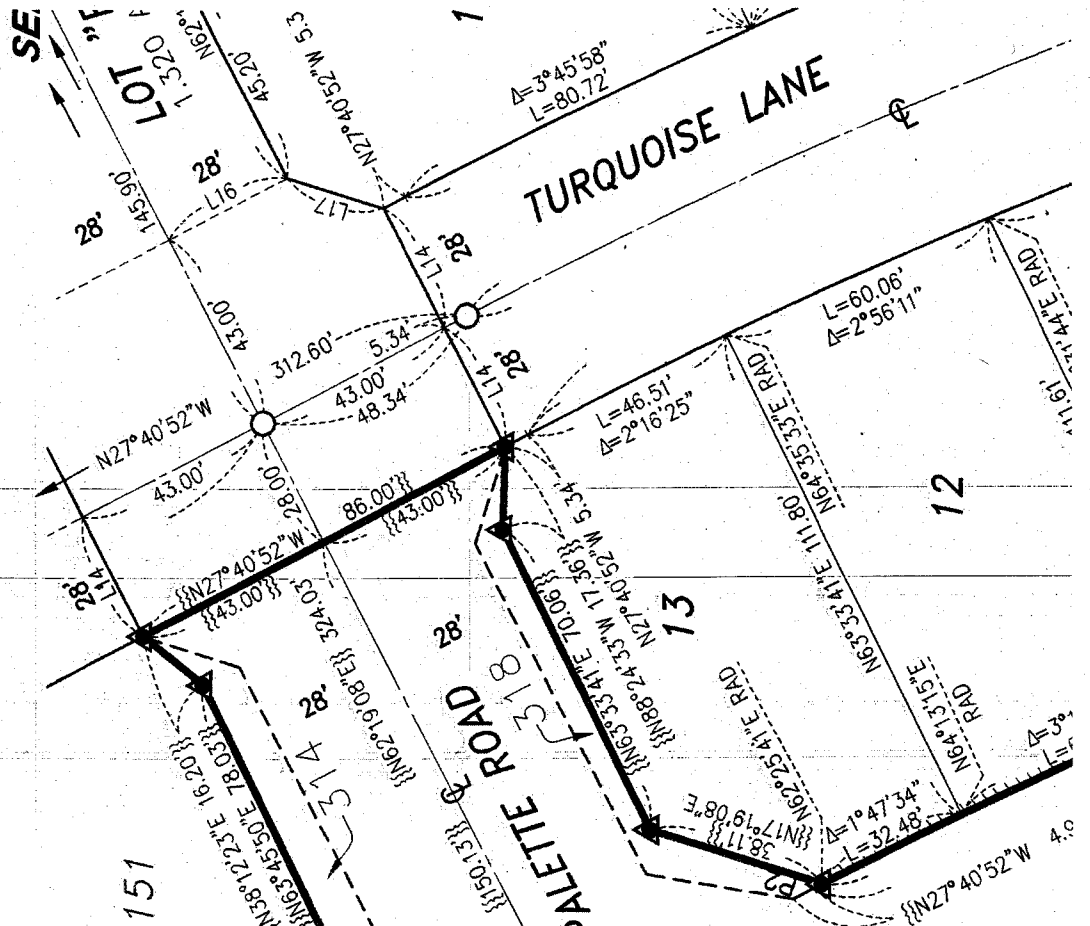


T 6
23

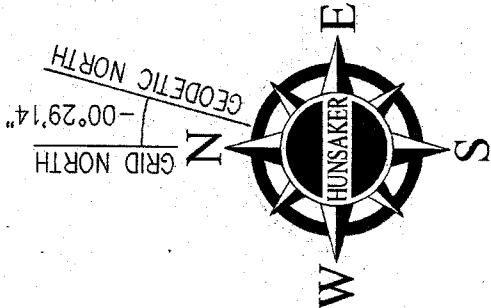
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AT COUNTY RECORDER, CALIFORNIA HUNSAKER AND ASSOCIATES, INC



MONUMENT OFFSET TABLE		
P#	BEARING	LENGTH
P2	N17°19'08"E	22.49'
P11	N00°11'26"W	9.91'
P17	N88°17'35"E	9.81'
P18	N72°58'08"E	9.80'



CONVERGENCE ANGLE AT SW CORNER SECTION 30, T.6S., R.2W., S.B.M. = -00°29'14"



SCALE: 1" = 40'

IN THE UNINCO

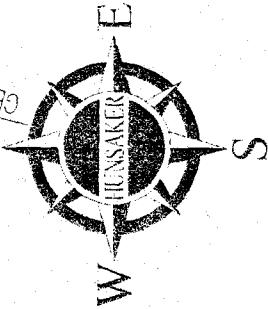
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2 INCLUSIVE, COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

SE.

MONUMENT OFFSET TABLE		
P#	BEARING	LENGTH
P3	N64°54'57"W	26.03'
P4	N78°46'38"E	16.19'
P5	N13°31'00"E	25.54'
P6	N22°09'29"E	18.38'
P7	N62°19'08"E	9.91'
P8	N78°32'09"W	9.84'
P9	N68°47'44"W	11.33'
P10	N26°41'07"W	9.91'

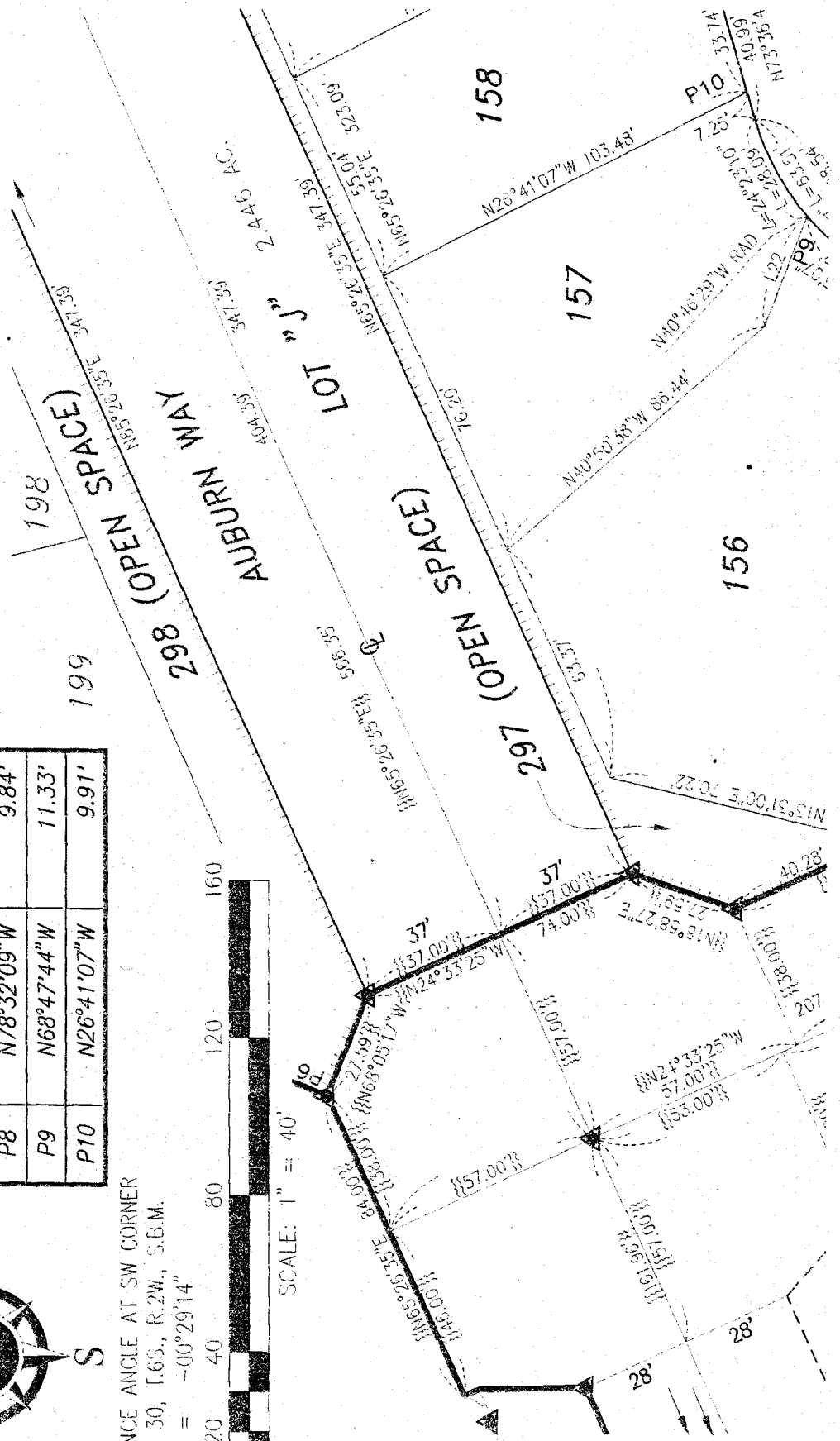
GRID NORTH
-00°29'14"
GEOCENTRIC NORTH



CONVERGENCE ANGLE AT SW CORNER
SECTION 30, T.6S., R.2W., S.B.M.
= -00°29'14"



SCALE: 1" = 40'

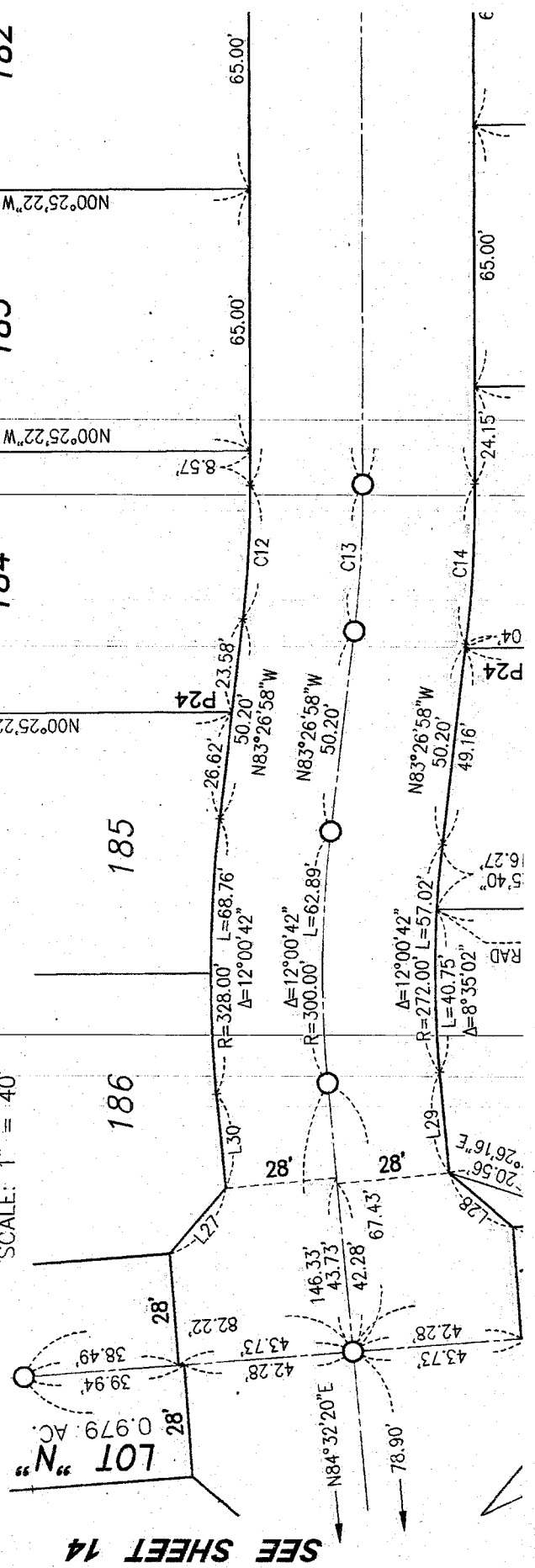
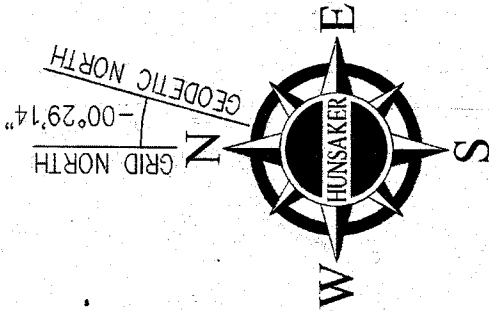


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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AT COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

SEE SHEET 14

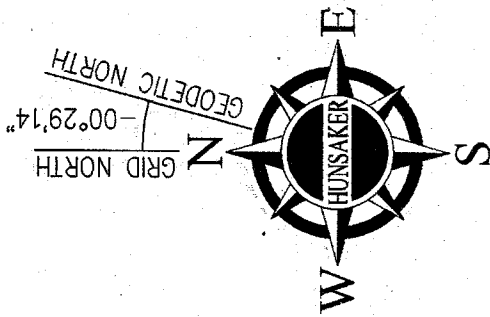


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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AT COUNTY RECORDER, CALIFORNIA HUNSAKER AND ASSOCIATES, INC

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CONVERGENCE ANGLE AT SW CORNER SECTION 30, T.6S., R.2W., S.B.M. = -00°29'14"

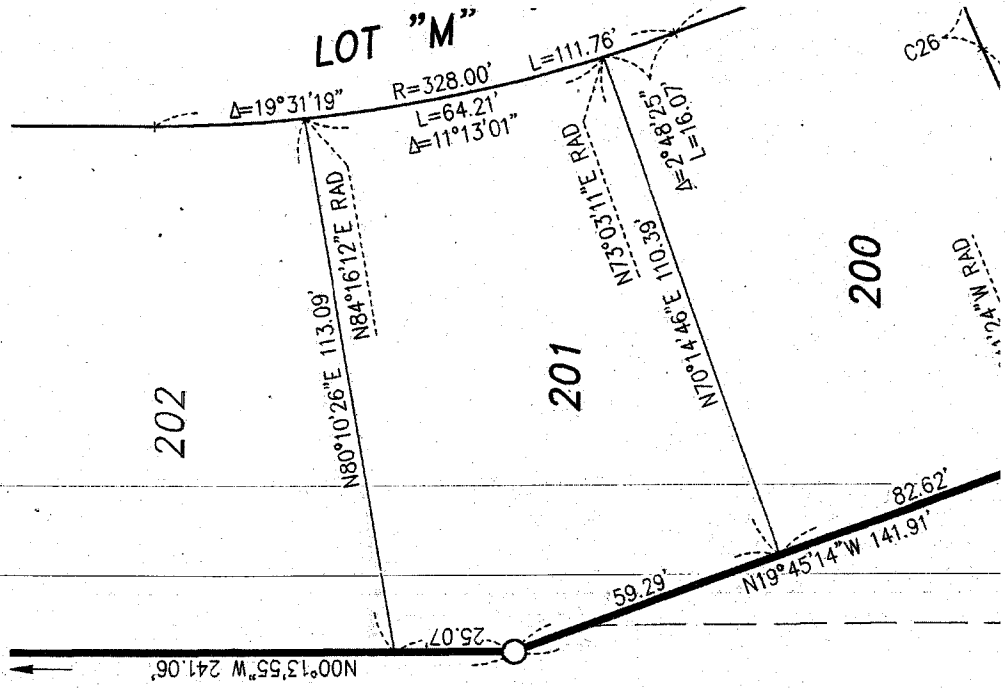


SCALE: 1" = 40'

MONUMENT OFFSET TABLE		
P#	BEARING	LENGTH
P6	N22°09'29"E	18.38'
P23	N53°10'06"E	24.72'
P28	N89°34'38"E	9.81'
P42	N80°14'51"E	9.81'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N 09°56'42" W	23.14'
L23	N 26°25'13" E	19.68'
L24	N 40°42'55" E	21.29'
L25	N 47°10'56" W	20.34'
L27	N 49°58'37" W	21.39'
L28	N 40°01'23" E	21.03'
L29	N 84°32'20" E	25.15'
L30	N 84°32'20" E	23.70'
L31	N 59°34'16" W	17.42'
L32	N 51°28'32" E	17.86'
L33	N 53°10'06" E	18.64'
L34	N 61°11'11" W	18.21'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	4°26'55"	272.00'	21.12'
C7	10°17'48"	100.00'	17.97'
C15	0°12'42"	937.00'	3.46'
C16	2°31'38"	900.00'	39.70'
C17	2°40'46"	900.00'	42.09'
C18	2°48'09"	900.00'	44.02'
C19	2°44'20"	900.00'	43.02'
C20	5°18'56"	328.00'	30.43'
C21	5°18'56"	300.00'	27.83'
C22	5°18'56"	272.00'	25.23'
C23	3°14'20"	900.00'	50.88'
C24	2°41'03"	900.00'	42.16'



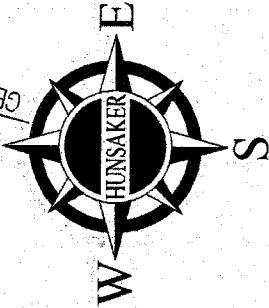
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3
INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AT
COUNTY RECORDER, CALIFORNIA
HUNSAKER AND ASSOCIATES, INC

SEE SHEET 15

GRID NORTH
-00°29'14"
GEODETTIC NORTH

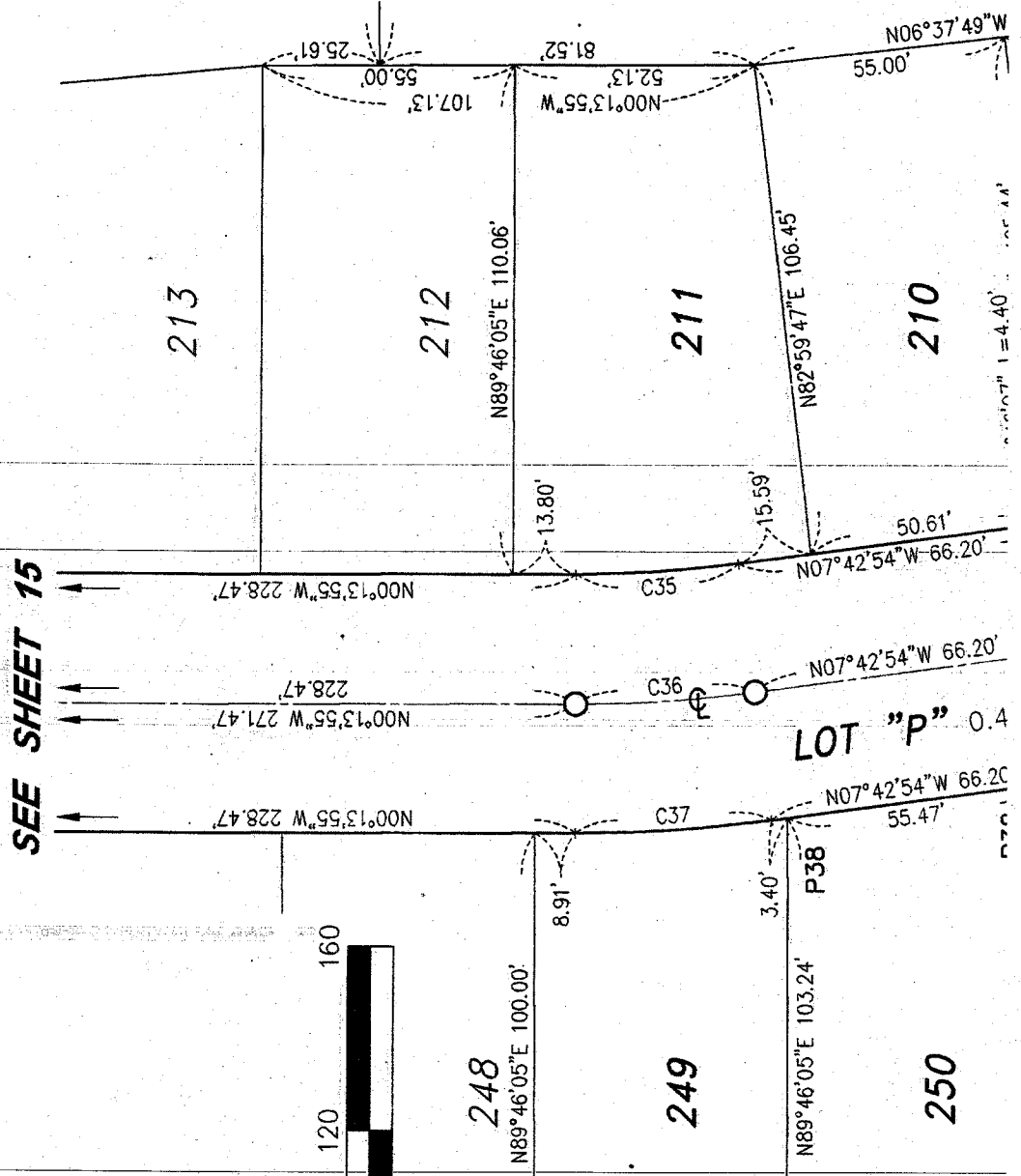


CONVERGENCE ANGLE AT SW CORNER
SECTION 30, T.6S., R.2W., S.B.M.
= -00°29'14"



SCALE: 1" = 40'

PARCEL MAP
NO. 15737

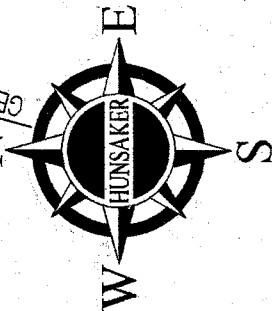


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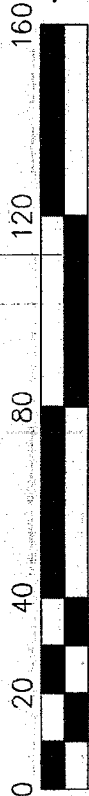
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2, COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

GRID NORTH -00°29'14"
GEODETTIC NORTH -00°29'14"



CONVERGENCE ANGLE AT SW CORNER
SECTION 30, T.6S., R.2W., S.B.M.
= -00°29'14"

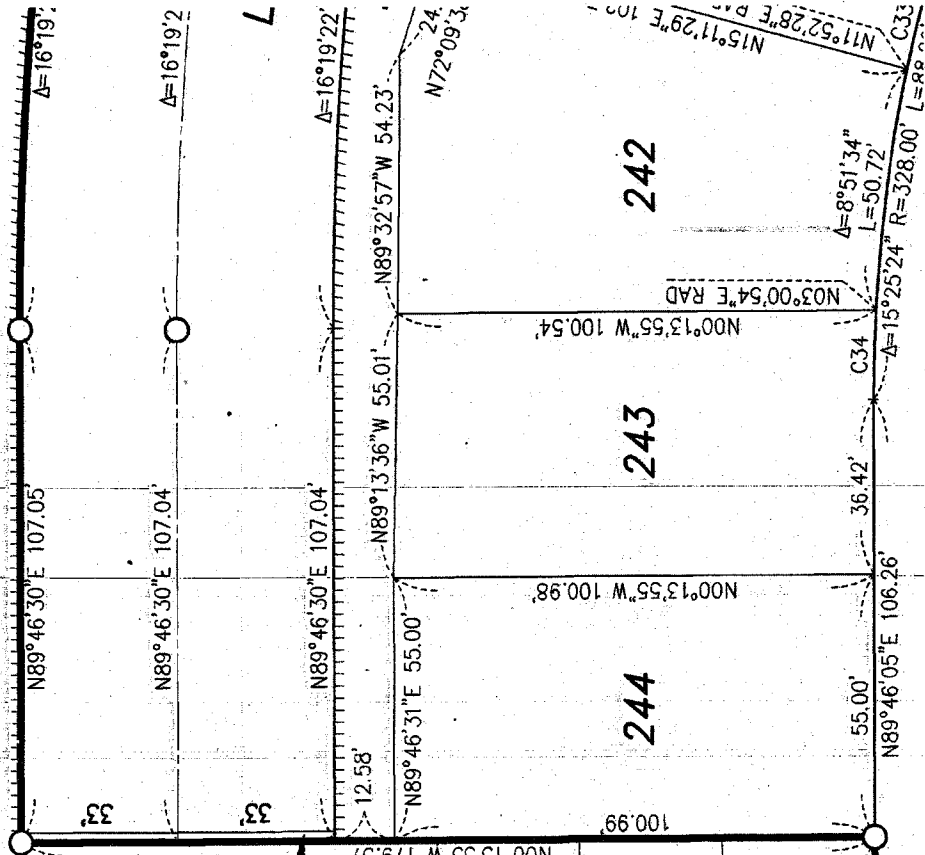


SCALE: 1" = 40'

PARCEL MAP
NO. 14890

PARCEL 14

PARCEL 13



LOT "FF"
1' WIDE BARRIER STRIP

PARCEL 1

HILTON ROAD

BY PLACE

PARCEL 4

FF"
BARRIER STRIP

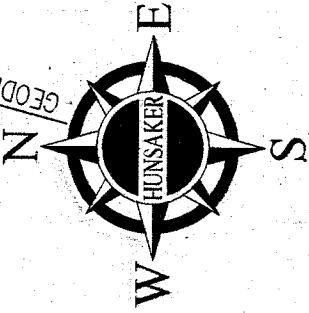
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SEE SHEET 17

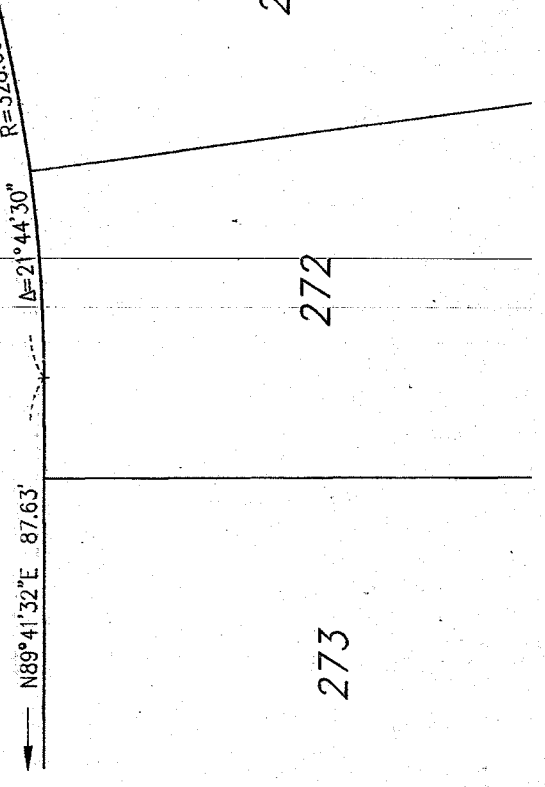
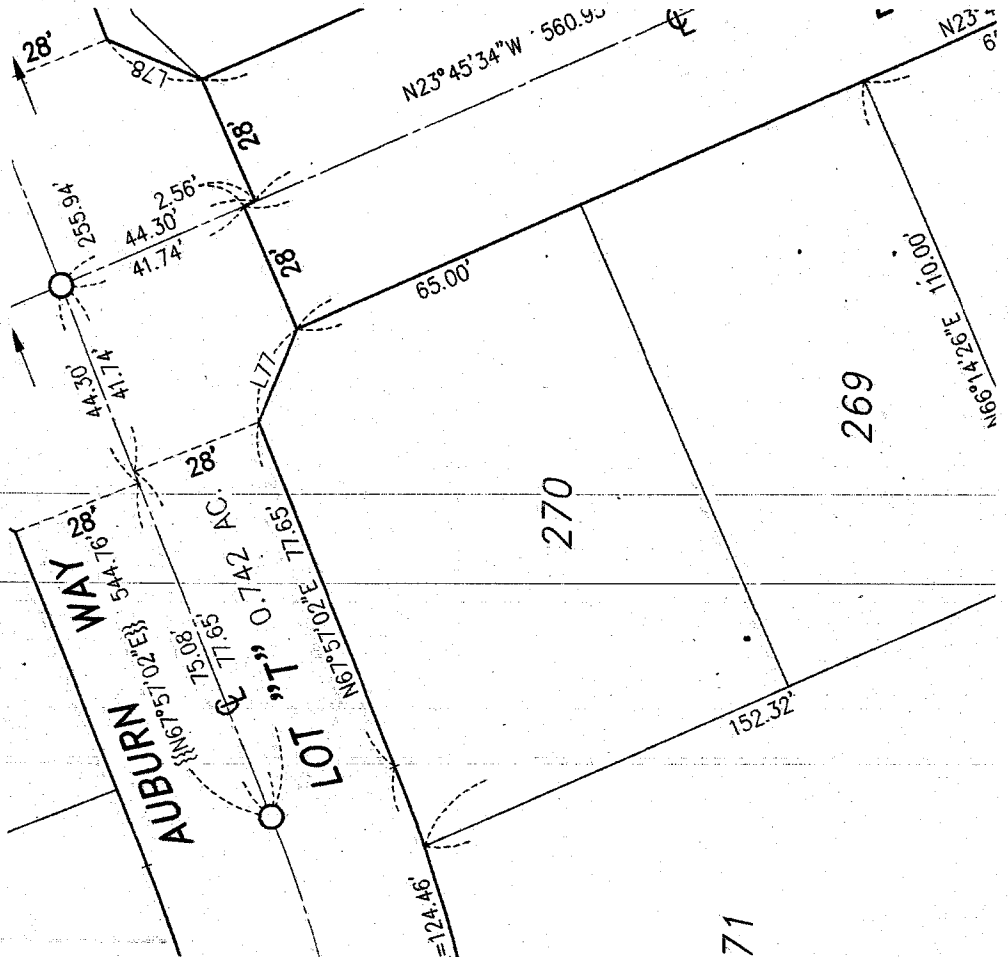
GRID NORTH -00°29'14"
GEODETIC NORTH



CONVERGENCE ANGLE AT SW CORNER SECTION 30, T.6S., R.2W., S.B.M. = -00°29'14"



SCALE: 1" = 40'



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N23° 6'

N69°42'6\"/>

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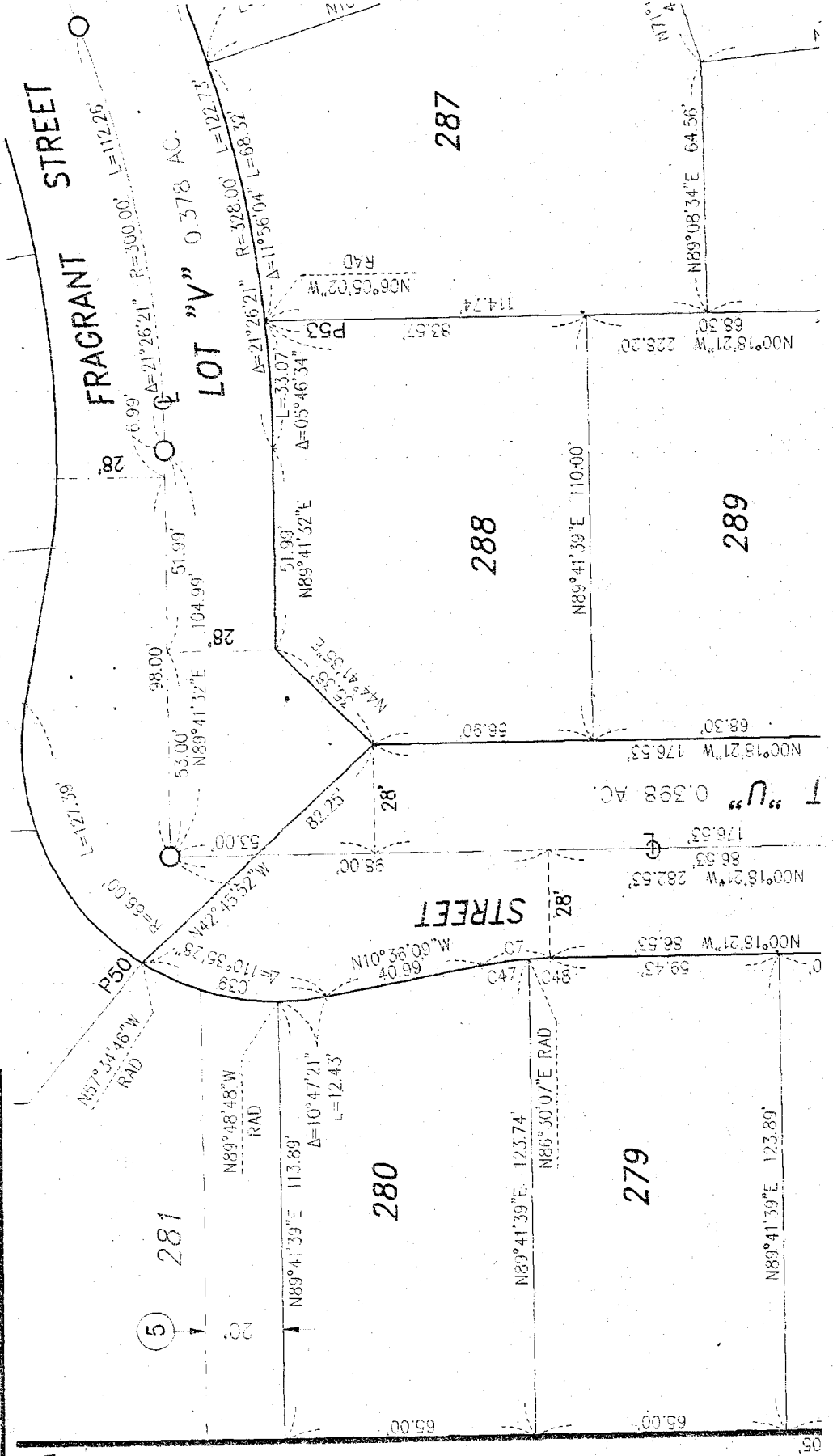
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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1 AND 2, COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

SEE SHEET 18

MONUMENT OFFSET TABLE		
P#	BEARING	LENGTH
P45	N68°02'58"W	14.04'
P46	N24°11'06"E	11.24'
P47	N37°32'40"E	9.94'
P48	N89°41'39"E	11.59'
P49	N89°41'39"E	9.91'



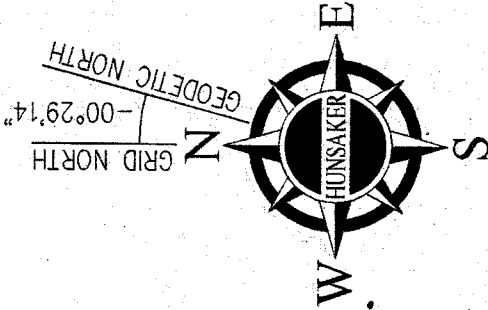
05 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

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BEING A SUBDIVISION OF PORTIONS OF PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, A PORTION OF PARCELS 1. AT COUNTY RECORDER, CALIFORNIA, HUNSAKER AND ASSOCIATES, INC

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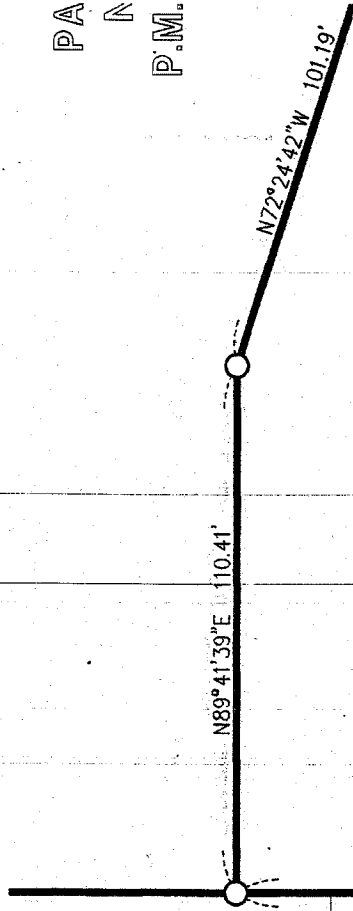
CONVERGENCE ANGLE AT SW CORNER SECTION 30, T.6S., R.2W., S.B.M. = -00°29'14"



SCALE: 1" = 40'

PARCEL MAP NO. 31447
P.M.B. 211/45-46

PARCEL MAP NO. 28617
P.M.B. 163/36-37



LINE	BEARING	LENGTH
L67	N 89°41'32" E	6.99'
L68	N 67°08'37" W	21.07'
L69	N 22°51'23" E	21.36'
L70	N 24°02'58" W	7.57'
L71	N 69°02'58" W	21.21'
L72	N 20°57'02" E	21.21'
L73	N 09°38'26" E	18.03'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH

WATER

2.



336.73



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

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

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

REQUESTED BOARD DATE: 10-23-2018	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
----------------------------------	---

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:		SUPERVISORIAL DISTRICT: 3	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37053-2 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM3705301 (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:
8113			

BOARD AGENDA DATE: 10/23/2018	BOS ITEM NUMBER: 2.13
-------------------------------	-----------------------

TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE

DATE: October 4, 2018

JON CHRISTENSEN, COUNTY TAX COLLECTOR,

BY: Chase Kato DEPUTY

LOCAL ORDINANCES. I
SHOWN AND FOUND TO BE
' 37053 AS FILED,
EXPIRATION DATE BEING

TAX BOND CERTIFICATE

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

DATE: _____ 2018

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

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 OFFER(S) OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE APPROVAL AND
MINING:

THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENT WITHIN LOT 299 IS HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

IN PARCEL MAP NO.
OFFICE OF THE COUNTY
NO. 344815, RECORDED
BOUNDARY OF THIS

THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENT OVER LOT 300 IS HEREBY NOT ACCEPTED.

12 ON PARCEL MAP NO.
OFFICE OF THE COUNTY
NO. 344815, RECORDED
BOUNDARY OF THIS

THE OFFER OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENT IS HEREBY NOT ACCEPTED.
THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

EL MAP NO. 15737, FILED
RECORDED OF RIVERSIDE

THE OFFER OF DEDICATION MADE HEREON OF THE BLANKET DRAINAGE EASEMENT OVER LOT 306 IS HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

EL MAP NO. 15737, FILED
RECORDED OF RIVERSIDE

THE OFFER OF DEDICATION MADE HEREON OF THE BLANKET ACCESS EASEMENT, FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, IS HEREBY NOT ACCEPTED.

MAP NO. 15737, FILED IN
RECORDED OF RIVERSIDE

DATE: October 23, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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

BY: Chad Wolfe
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY: Yvonne Kelly DEPUTY

ACCEPTANCE STATEMENT

VALLEY-WIDE RECREATION AND PARK DISTRICT

CREEK/WARM SPRING
SUPERVISORS OF THE COUNTY
66483, ET SEQ, OF THE
DRAINAGE AREA.

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFER OF DEDICATION MADE HEREON.

460, PAYMENT OF
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F THE ISSUANCE OF
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CTUAL PERMIT.

DATED: 09.18.18

BY: Dean Wetter
DEAN WETTER
GENERAL MANAGER

**RECORDING REQUESTED BY:
WHEN RECORDED, MAIL TO:**

COPY

RIVERSIDE MITLAND 03 LLC
c/o Brookfield Residential
3200 Park Center Drive, Suite 1000,
Costa Mesa, CA 92626
Attn: Shaun Bowen

(Space Above For Recorder's Use)

**Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements**

For

Spencer's Crossing

(Lots 1 to 293, inclusive, 300, 301, and 306 of Tract No. 37053-2)

**Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
for
Spencer's Crossing**

(Lots 1 to 293, inclusive, 300, 301, and 306 of Tract No. 37053-2)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPENCER'S CROSSING (this "**Supplemental Declaration**") is made on the date written below by **RIVERSIDE MITLAND 03 LLC**, a Delaware limited liability company ("**Master Declarant**"). Capitalized terms that are not defined in this Supplemental Declaration are given the same meanings as in the Master Declaration defined in Preamble Paragraph B below. This Supplemental Declaration shall be interpreted according to the rules established in the Master Declaration, which is incorporated in this Supplemental Declaration by this reference.

PREAMBLE:

A. Master Declarant is the record owner of certain real property ("**Added Property**") in the unincorporated territory of Riverside County, California, described as follows:

Lots 1 to 293, inclusive, 300, 301, and 306 of Tract No. 37053-2 ("**Map**"), as shown on a map filed in Book _____ of Maps, at Pages _____, inclusive, of Maps, in the Office of the Riverside County Recorder.

B. The Added Property is part of the Annexable Property defined in Section 1.1.2 of the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Spencer's Crossing, which was re-recorded on July 31, 2007, as Instrument No. 2007-0495980, and amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Spencer's Crossing, which was re-recorded on March 28, 2013 as Document No. 2013-0149068, all of Official Records of Riverside County, California (as the same is further amended or restated, collectively, the "**Master Declaration**").

C. Master Declarant is the successor "Master Declarant" as defined in Section 1.1.25 of the Master Declaration by virtue of that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Assignment and Assumption of Master Declarant Rights, which was recorded on May 28, 2009, as Document No. 2009-0268560 of Official Records of Riverside County, California.

D. Master Declarant wishes to add the Added Property to the Community in accordance with Article 16 of the Master Declaration and to impose the restrictions contained in this Supplemental Declaration on the Added Property. This Supplemental Declaration is a "Notice of Annexation," as that term is defined in Section 1.1.33 of the

Master Declaration, and a "Supplemental Declaration" as that term is defined in Section 1.1.43 of the Master Declaration.

THEREFORE, Master Declarant declares as follows:

1. **ANNEXATION.** Master Declarant declares that the Added Property is annexed to and made a part of the Community subject to the Master Declaration. The comprehensive plan for the Community is extended to the Added Property. The Added Property shall be used, improved, encumbered and transferred subject to this Supplemental Declaration, the Articles, the Bylaws and the Master Declaration. The obligation to maintain Master Common Area in the Added Property shall not commence until the commencement of annual assessments in the Added Property.

2. **PHASE.** The Added Property is not a Phase, as defined in the Master Declaration. Master Declarant or a Neighborhood Builder (as defined in the Master Declaration) shall establish one or more Phases in the Added Property by describing each Phase in a Final Subdivision Public Report issued by the California Department of Real Estate. Therefore, notwithstanding the depiction or description in this Supplemental Declaration of any Master Common Area (as defined in Section 1.1.24 of the Master Declaration), Master Association maintenance of Master Common Area in a particular Phase of the Added Property shall not commence until the commencement of annual assessments in the Phase containing the Master Common Area. Master Declarant or a Neighborhood Builder, as applicable, shall maintain the Master Common Area in each Phase prior to the commencement of annual assessments and Master Association maintenance in the Phase.

3. **LAND CLASSIFICATIONS AND RESTRICTIONS.**

3.1. **Lots.** Lots 1 to 293, inclusive, of Tract No. 37053-2 are designated as Lots as defined in Section 1.1.22 of the Master Declaration. All Owners of Lots in the Added Property shall automatically become Members of the Master Association.

3.2. **Master Common Area.** The Master Common Area in the Added Property includes the following:

(a) Fee-Owned Master Common Area Parcels. Lots 300, 301, and 306 of Tract No. 37053-2 shall be conveyed in fee to the Master Association all in accordance with the phasing plan reviewed by the California Department of Real Estate. The Master Common Area parcels are described in more detail and depicted on **Exhibit A-1.**

(b) Landscape Easement Areas. There are no Landscape Easement Areas (as defined in Section 1.1.19 of the Master Declaration) in the Added Area.

(c) LMD Areas. The LMD Areas (as defined in Section 1.1.21 of the Master Declaration) in the Added Property are easements dedicated on the Map for maintenance by Valley-Wide Parks & Recreation District ("**Valley-Wide**"), and they

consist of the areas and Improvements shown on **Exhibits B-1** and **B-2** which include the following:

(1) Easements dedicated on the Map for maintenance of landscaped parkway on a portion of Lot 301 along the public right-of-way of Hilton Road;

(2) Easements dedicated on the Map for maintenance of landscaped open space on Lots 294 and 299 and landscaped parkways on Lots 295 to 299, inclusive, and Lots 302 to 305, inclusive (all of which parcels may in the future be conveyed in fee to Valley-Wide, and in such event, the parcels will be owned in fee and maintained by Valley-Wide);

(3) Easements dedicated on the Map for maintenance of access road on Lot 306, the landscaping on the slope and bottom of the storm water basin on Lot 306, the fence surrounding the storm water basin, and the landscaping outside the fence. The County Department of Transportation or another agency or district designated by the County shall exercise the easements described above as necessary to maintain the operational components of the storm water basin, including performing and maintaining any post-construction Best Management Practices and related Improvements ("**BMPs**") located in the basin in accordance with the Water Quality Management Plan for the Added Property. The Declarant shall perform such storm water basin BMP maintenance until the County accepts responsibility for such maintenance; provided, however, that if by the date of the last Close of Escrow for sale of a Lot in the Added Property in a transaction requiring the issuance of a Final Subdivision Public Report, the County has not yet accepted the maintenance of the storm water basin BMPs, then the Declarant shall have the right to assign its basin maintenance obligations to the Master Association, and the Master Association shall accept such assignment and perform such maintenance in accordance with the Water Quality Management Plan until such time as the County notifies the Master Association that it accepts responsibility for maintenance of the basin BMPs..

(d) Off-Site Maintenance Areas. There are no Off-Site Maintenance Areas in the Added Property.

(e) Master Association-Maintained Walls. **Exhibits C-1** through **C-3** depict the approximate locations of walls that are maintained in whole or in part by the Master Association (each, a "**Community Wall**").

(1) Community Walls Enclosing Residential Lots. Where a Community Wall encloses a portion of a residential Lot, (as may be approximately shown on **Exhibits C-1** through **C-3**), the Master Association shall be responsible for maintaining the structural components of the Community Wall (including vinyl, wood, masonry, footings, cap, pilasters) and the cosmetic appearance (including graffiti removal) of the wood, vinyl or masonry surface facing away from the residential Lot. The Owner of the Lot enclosed thereby shall be responsible for maintaining the cosmetic appearance of the surface facing the residence. Where a Community Wall

includes segments of tubular steel, the Master Association shall be responsible for repair (including rust removal and paint) and replacement of the tubular steel segments in accordance with its Budget and adopted maintenance schedule. No Owner may modify, penetrate, remove, or install a gate in, any portion of the Community Wall, or attach any Improvement to a Community Wall other than a Party Wall (as defined in Article 17 of the Master Declaration).

(2) *Community Walls within Master Common Area.* Where a Community Wall is located entirely within Master Common Area or at a boundary between Master Common Area and public or private property outside the Spencer's Crossing Community (as may be approximately shown on **Exhibits C-1 through C-3**), the Master Association shall be responsible for maintaining the structural components of the Community Wall (including vinyl, wood, masonry, footings, cap, pilasters), all portions of any tubular steel segments, and the cosmetic appearance (including graffiti removal) of the wood, vinyl or masonry surface facing toward the Master Common Area. The Master Association shall also be responsible for the cosmetic appearance (including graffiti removal) of the surface facing away from the Master Common Area to the extent such surface is physically and legally accessible to the Master Association's maintenance personnel.

3.3. **Maintenance of Private Drainage Facilities.** In accordance with Section 11.3 of the Master Declaration, the Master Association shall maintain all privately owned drainage facilities (including structural best management practices) in the Master Common Area of the Added Property. Such maintenance shall include inspection and, if required, cleaning no later than October 15 each year.

4. **Sanitary Sewer Easement – Lot 281.** A twenty-foot-wide public sanitary sewer easement is reserved on the Map for Eastern Municipal Water District ("**EMWD**") over the southernmost portion of Lot 281 lying along the boundary line with Lot 280 (the "**Sewer Easement Area**"). The approximate location of the Sewer Easement Area is shown on the Map. By accepting a deed to Lot 281, the Owner is deemed to acknowledge and agree that (a) the Sewer Easement Area, while part of the Lot, is a no-build area, and the Owner of Lot 281 may not pave or construct above-ground Improvements or plant trees in the Sewer Easement Area, but turf and similar landscaping without deep roots is permitted, and (b) the Sewer Easement Area affects a portion of the driveway. Should it ever be necessary for EMWD to maintain or repair the sewer line, it has the right under the easement to enter the Sewer Easement Area as necessary to excavate and perform the necessary work. EMWD's excavation rights include the removal of all landscaping, paving, and other Improvements placed in the Sewer Easement Area. The Owner of Lot 281, and not EMWD, will be solely responsible for replacement or restoration of all landscaping and other Improvements removed or damaged by EMWD, without regard to whether the landscaping or other Improvement was in compliance with this Section and the terms of the easement.

5. However, the Owner of Lot 6 will be responsible for maintenance of, and for repairing any damage the Owner causes to, the fence that separates the Sewer

Easement Area from the rest of Lot 6, and the Owners of Lot 5 and Lot 6 will share the cost of maintaining the fence that is constructed on the boundary between their Lots.

6. **WATER USE RESTRICTIONS.** In accordance with California Civil Code Section 4730, the general landscape maintenance requirements stated above and those in the Master Declaration (whether applicable to Owners or to the Master Association) shall be interpreted, performed and enforced in accordance with governmental water conservation measures then in effect, whether they are imposed by court decision, or by the state, the County, the City or the water district, and whether they are in the form of executive order, statute, regulation or district water conservation ordinance. Water conservation measures may be temporary or permanent, and they may include, among other things, limits on watering hours and duration, outright prohibition of landscape watering, irrigation system design requirements, and restrictions on certain plant species.

7. **ASSESSMENT OBLIGATIONS.** The rights and obligations of all Owners of Lots located in the Added Property with respect to assessments are as set forth in the Master Declaration. Annual assessments shall be levied on a Phase-by-Phase basis against the Lots in the Added Property in the amounts set forth in the Budget, all in accordance with Section 6.8 of the Master Declaration. Thereafter, as annual assessments commence with respect to each subsequent Phase, annual assessments shall be adjusted in accordance with the combined Budget of the Master Association approved by the Board and subject to the limits imposed by the maximum range of annual assessments disclosed in all previous Final Subdivision Public Reports for the Community.

8. **FUTURE DEVELOPMENT.** Substantial Master Common Area may be conveyed to the Master Association in future Phases. Any such conveyance shall be in accordance with the development plan for the Community and consistent with filings then submitted to the California Department of Real Estate. Each Owner by accepting title to a Lot consents to any increase in annual assessments resulting from conveyance of Master Common Area.

9. **AMENDMENT, EFFECT AND DE-ANNEXATION.** Unless amended or terminated as provided in this Supplemental Declaration, 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.

9.1. **By Master Declarant and Neighborhood Builder.** Until the first conveyance of a Lot in the Added Property to an Owner, this Supplemental Declaration may be amended or terminated by a written instrument executed and recorded by Master Declarant and Neighborhood Builder. After the first conveyance of a Lot in the Added Property to an Owner, this Supplemental Declaration may be amended by Master Declarant and Neighborhood Builder so long as Neighborhood Builder owns a Lot in the Added Property to (a) correct typographical errors or omissions in this Supplemental Declaration (including missing or erroneous exhibits), (b) conform to the requirements of VA, FHA, Fannie Mae, Ginnie Mae, Freddie Mac, the California

Department of Real Estate or any federal, state or local governmental agency, (c) conform to applicable law, and (d) conform any Exhibit to the as-built location or type of Improvements.

9.2. **By the Board of Directors.** The Board of Directors also may amend this Supplemental Declaration at any time to (a) correct typographical errors or omissions (including missing or erroneous exhibits), (b) conform to the requirements of applicable law, and (c) conform any Exhibit to the as-built location or type of Improvements. So long as Master Declarant or a Neighborhood Builder owns any portion of the Community or Annexable Property, any amendment to this Supplemental Declaration adopted by the Board of Directors also must be approved by Master Declarant.

9.3. **De-Annexation.** The Added Property may be de-annexed from the Community and this Supplemental Declaration by complying with the procedure for de-annexing property from coverage of the Master Declaration as set forth in Section 16.5 of the Master Declaration.

9.4. **Written Approval by County.** Except for amendments to correct typographical errors, any amendments to this Supplemental Declaration by Master Declarant or the Board of Directors require the written approval of the County of Riverside Planning Director. Any de-annexation of the Added Property requires the written approval of the County of Riverside Planning Director.

10. **EQUITABLE SERVITUDES AND COVENANTS APPURTENANT.** This Supplemental Declaration and the Master Declaration are imposed as equitable servitudes upon the Added Property and each Lot therein, as a servient tenement, for the benefit of each and every other Lot within the Community and the Master Common Area, as the dominant tenements. The covenants, conditions and restrictions of this Supplemental Declaration and the Master Declaration shall run with, and shall inure to the benefit of and shall be binding on, all of the Added Property, and shall be binding on and inure to the benefit of all persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Added Property, and their successive owners and assigns.

11. **PROXIMITY TO AGRICULTURAL LANDS.** Portions of the Community are located within approximately one-half (1/2) mile of lands that are currently used for agricultural purposes including, without limitation, dairies, cattle ranches and/or other agricultural uses ("**Agricultural Uses**"). The operation of such Agricultural Uses will likely cause noise, noxious odors, chemical spraying, dust, irrigation and other potentially detrimental impacts on residential use of adjacent properties. By reason of such Agricultural Use, all residences within the Community will likely be subjected to the inconveniences mentioned herein.

12. **RIGHT TO FARM DISCLOSURE.** The Community is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land

Resource Protection. California Civil Code Section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM

This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

13. **AIRPORT INFLUENCE AREA NOTICE.** The Added Property is located in the vicinity of airports, within what is known as an "airport influence area" in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses, as determined by an airport land use commission. The following disclosure is given as required by California Civil Code Section 4255:

NOTICE OF AIRPORT IN VICINITY. Your home is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, your home may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport

annoyances, if any, are associated with the home before you complete your purchase and determine whether they are acceptable to you.

14. **COUNTY-REQUIRED PROVISIONS.** This Section is added to this Supplemental Declaration to satisfy Condition of ****[Approval 50. Planning. 31]****, for Tract No. 37053-2. When the term **"common area"** is used in this Section 14, it means Master Common Area. When the term **"Declaration"** is used in this Section 14, it means this Supplemental Declaration. When the term **"Master Association Rules and Regulations"** is used in this Section 14, it means the Rules and Regulations.

14.1. Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

(a) The Master Association established in the Master Declaration shall manage and continuously maintain the common area more particularly described in **Exhibit A-1** 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.

(b) The Master 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 the 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.

(c) This Declaration shall not be terminated, substantially amended, or property de-annexed 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.

(d) In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the Master Association Rules and Regulations, if any, this Declaration shall control.

15. **TERM OF MASTER DECLARATION.** The provisions of the Master Declaration shall run with the land and bind the Community and Added Property and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any Lot subject to the Master Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date the Master Declaration is recorded, after which time the provisions of the Master Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-six and two-thirds (66 2/3%) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date.

16. **COUNTERPARTS.** This Supplemental Declaration may be executed in multiple counterparts, each of which, when taken together, shall constitute a fully executed original.

**[SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
SPENCER'S CROSSING
(LOTS 1 TO 293, INCLUSIVE, 300, 301, AND 306 OF TRACT NO. 37053-2)]**

DATED: July 23, 2018

MASTER DECLARANT:

RIVERSIDE MITLAND 03 LLC,
a Delaware limited liability company

By: [Signature]

Print Name: William B. Seith

Title: Secretary

By: [Signature]

Print Name: Richard T. Whitney

Title: Chief Financial Officer

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 Orange

On July 23, 2018, before me, Meagan Knecht, Notary Public
(here insert name and title of the officer)

personally appeared William B. Seith & Richard T. Whitney

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



(Seal)

EXHIBIT A
to
**Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements**
For
Spencer's Crossing

MASTER COMMON AREA PARCELS IN THE ADDED PROPERTY

All that real property located in the unincorporated territory of Riverside County, California, described as follows:

Lots 300, 301, and 306 of Tract No. 37053-2, as shown on a map filed in Book _____ of Maps, at Pages _____, inclusive, of Maps, in the Office of the Riverside County Recorder.

[GRAPHIC EXHIBIT FOLLOWS]

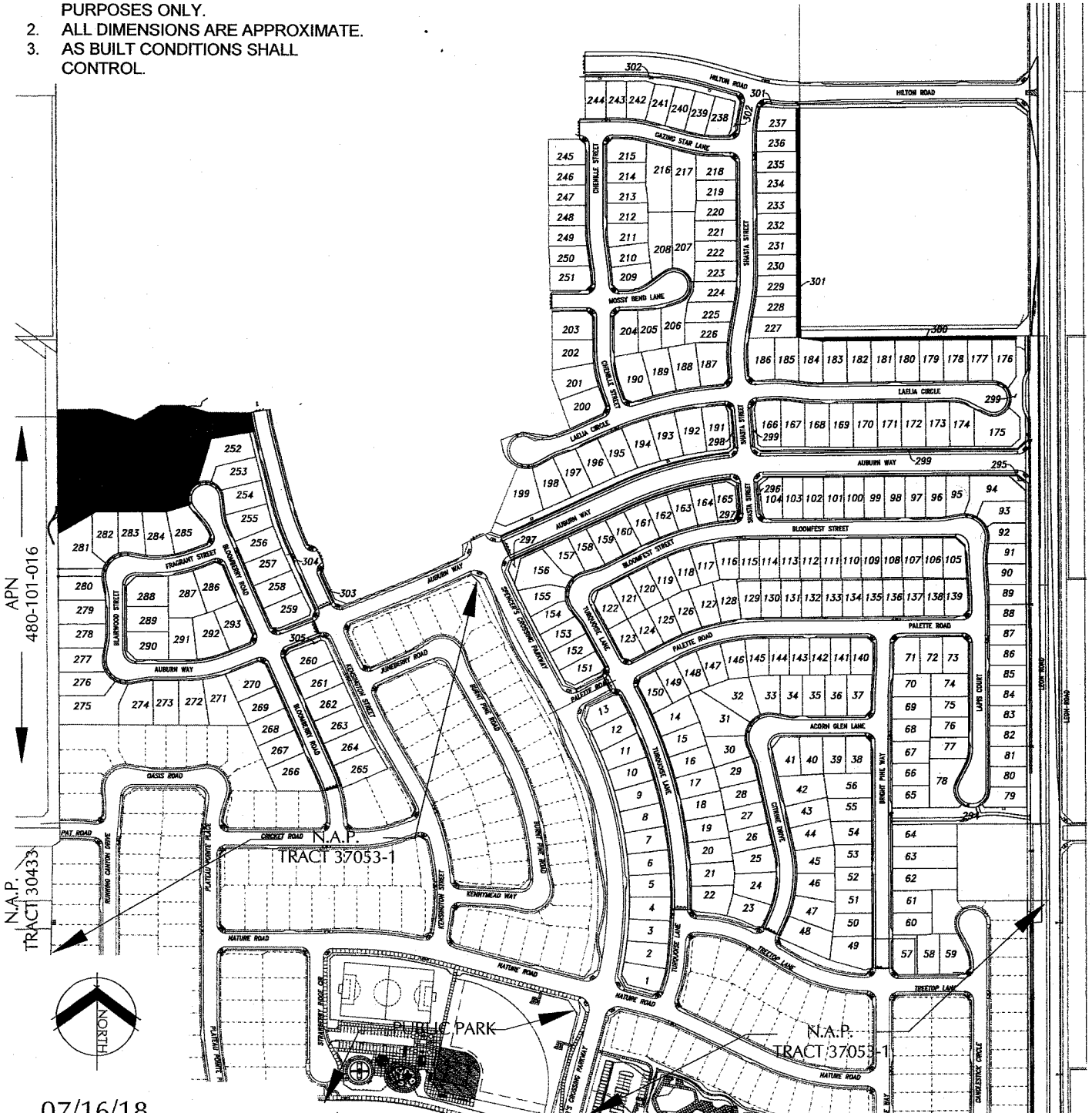
EXHIBIT 'A-1'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPENCER'S CROSSING TRACT #37053-2

MASTER COMMON AREA PARCELS

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.



J:\P17A17-445-Brookfield - Spencer's Crossing I\TM 37053-2\20-30-Design Phase\Exhibits\CC&R-Exhibits\CC&R-Exhibits\GCR-Exhibit.dwg, 7/16/2018 5:16:20 PM, ANSI full bleed A (6.50 x 11.00 inches), 1:12

EXHIBIT B-1
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing

LMD AREAS IN THE ADDED PROPERTY
(MASTER COMMON AREA OPEN SPACE PUBLIC TRAILS AND BASIN ACCESS
ROAD MAINTAINED BY VALLEY-WIDE)

EXHIBIT 'B-2'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPENCER'S CROSSING TRACT #37053-2

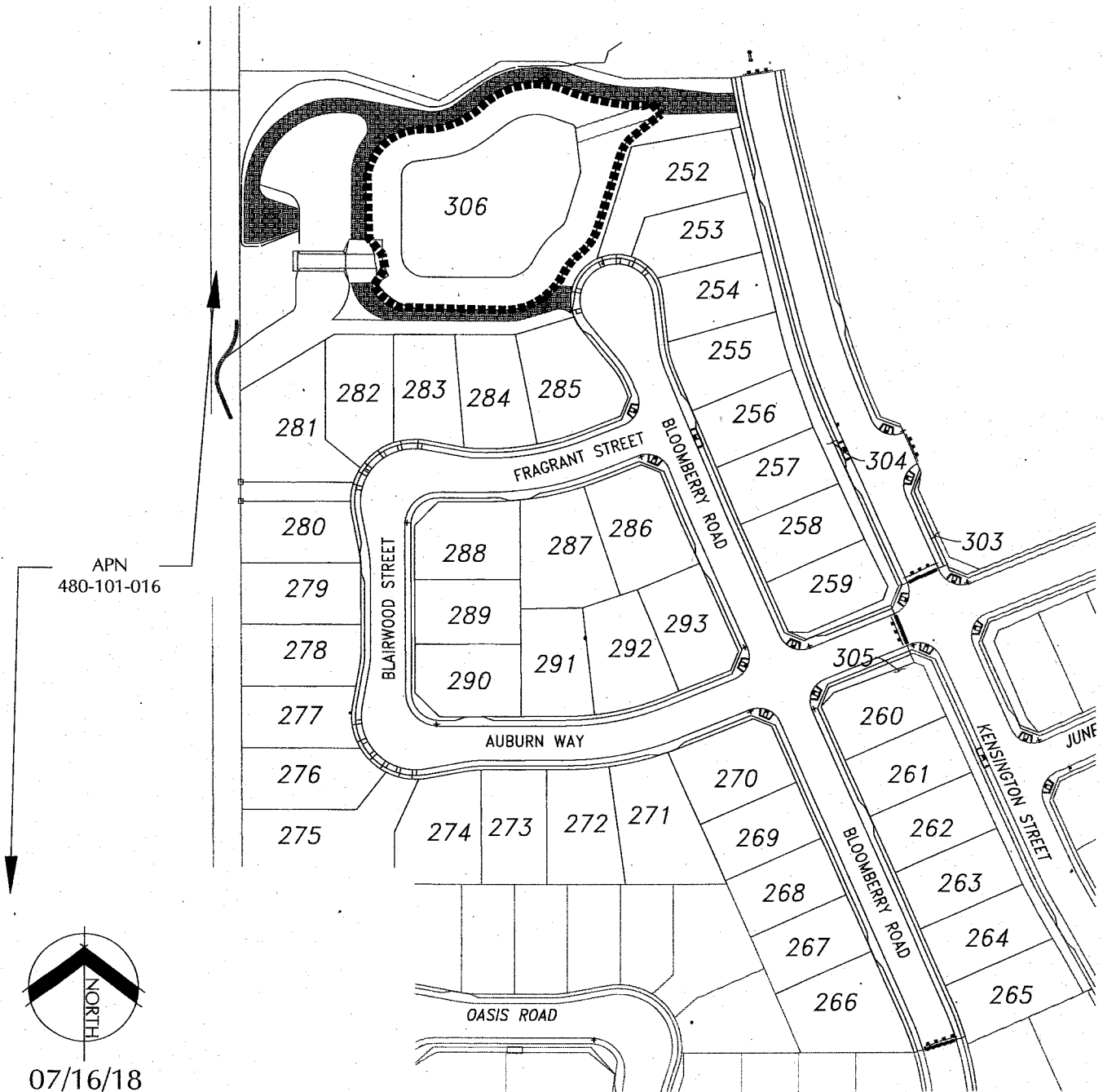
LMD FENCING ENCLOSING WATER QUALITY BASIN

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.

LEGEND

----- BASIN FENCING



**EXHIBIT C-1 TO C-3
to
Supplemental Declaration of Covenants,
Conditions and Restrictions and Reservation
of Easements
For
Spencer's Crossing**

**MASTER ASSOCIATION-MAINTAINED WALLS IN THE ADDED PROPERTY
(COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS AND WATER QUALITY
BASIN)**

EXHIBIT 'C-1'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPENCER'S CROSSING TRACT #37053-2

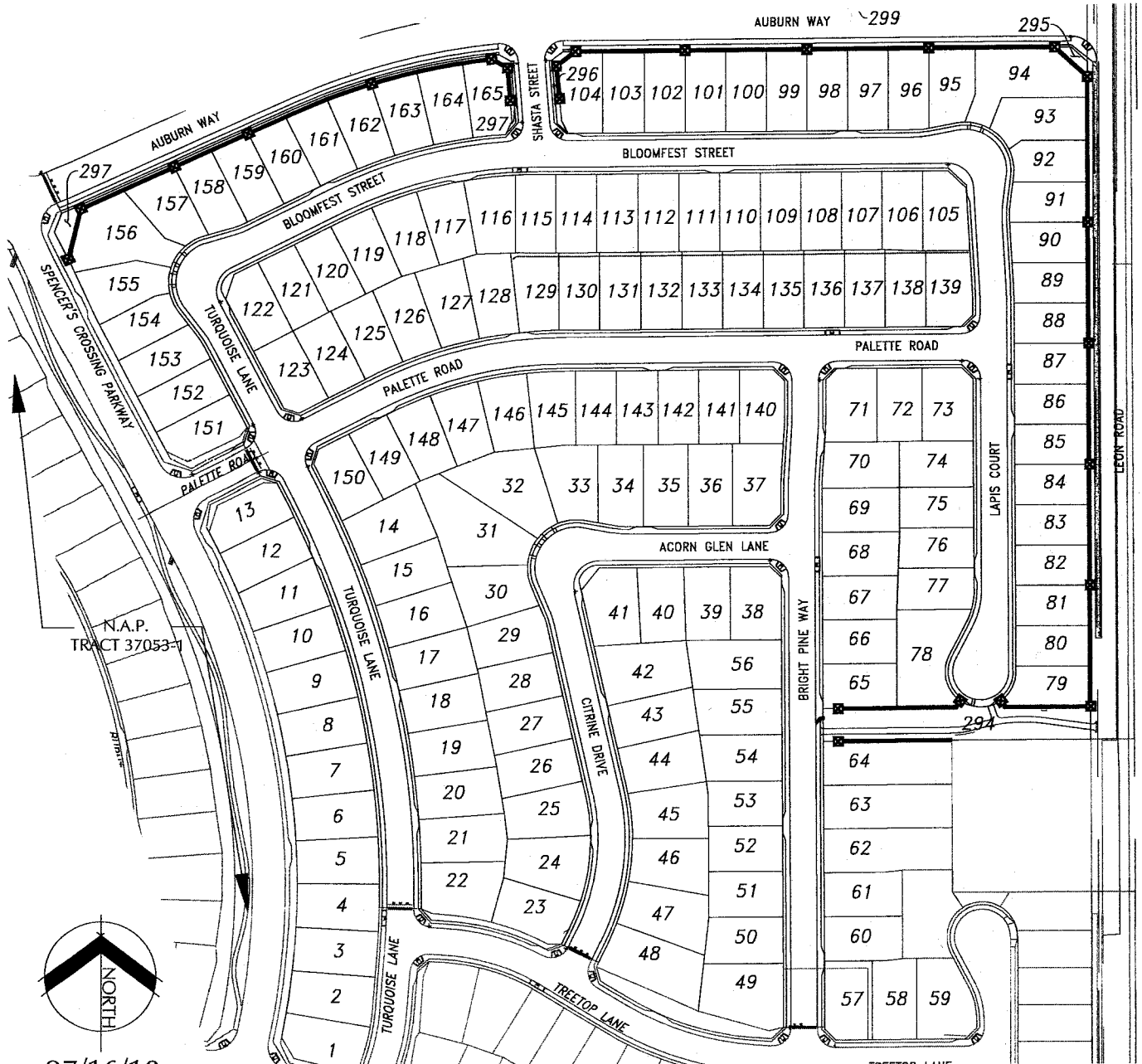
COMMUNITY WALLS IN THE ADDED PROPERTY (COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.

COMMUNITY WALL LEGEND

- COMMUNITY THEME PILASTER
- COMMUNITY THEME WALL



07/16/18

EXHIBIT 'C-2'

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

FOR

SPENCER'S CROSSING TRACT #37053-2

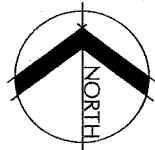
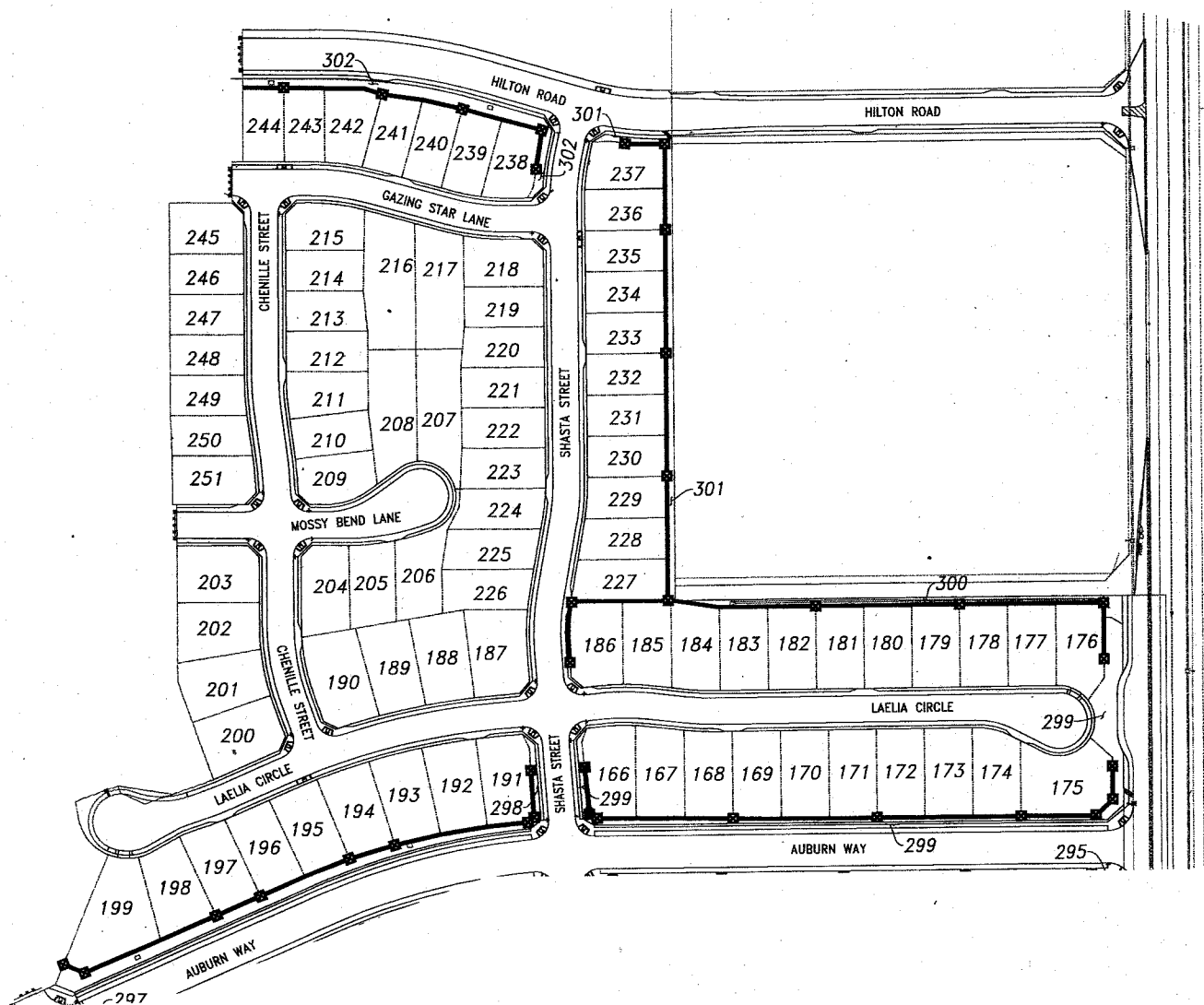
COMMUNITY WALLS IN THE ADDED PROPERTY (COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.

COMMUNITY WALL LEGEND

- COMMUNITY THEME PILASTER
- COMMUNITY THEME WALL



07/16/18

EXHIBIT 'C-3'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
SPENCER'S CROSSING TRACT #37053-2

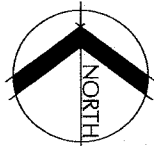
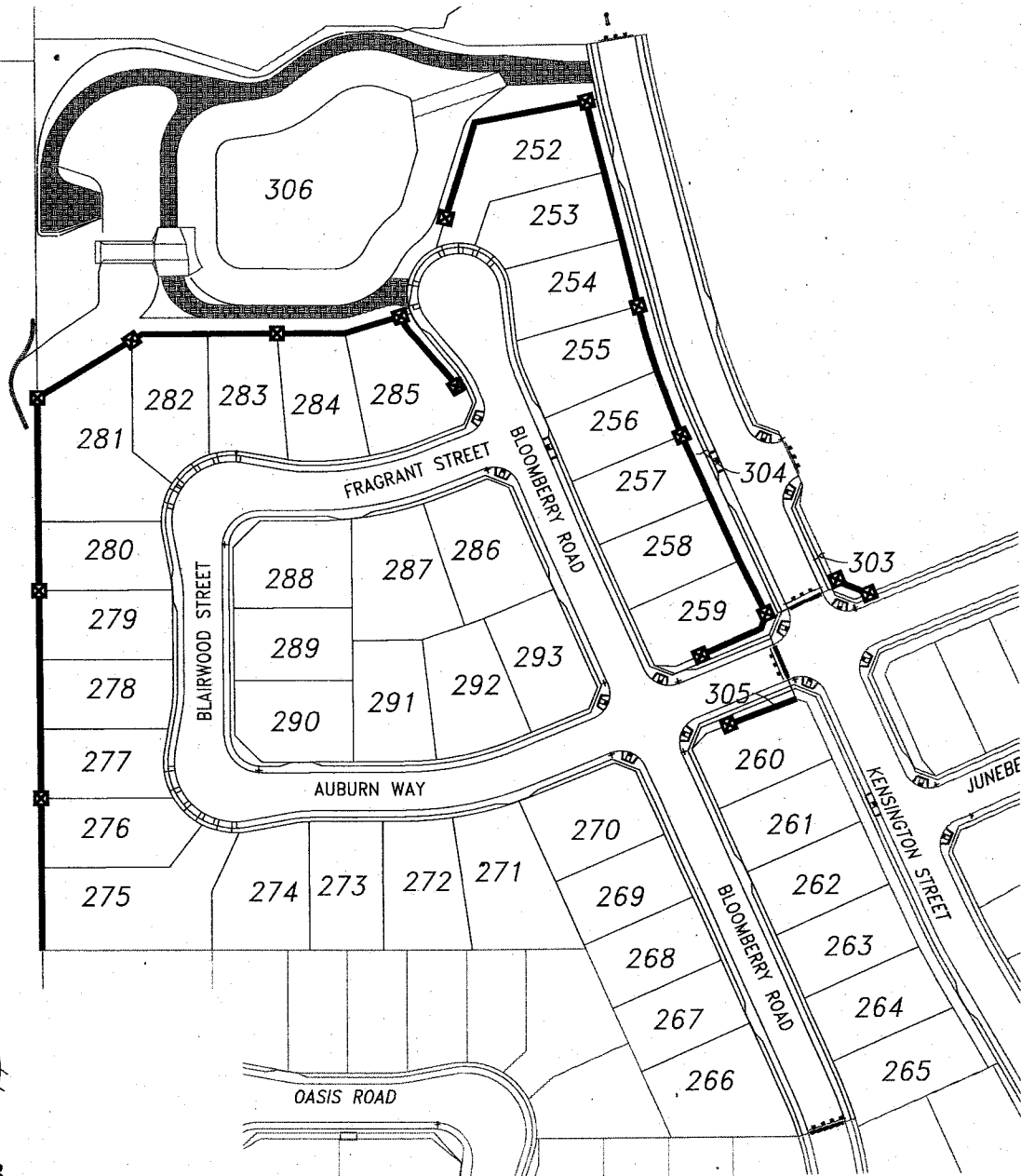
COMMUNITY WALLS IN THE ADDED PROPERTY (COMMUNITY WALLS ENCLOSING RESIDENTIAL LOTS)

NOTES:

1. DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. AS BUILT CONDITIONS SHALL CONTROL.

COMMUNITY WALL LEGEND

- COMMUNITY THEME PILASTER
- COMMUNITY THEME WALL



07/16/18