

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



ITEM
3.20
(ID # 9448)

MEETING DATE:

Tuesday, April 9, 2019


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Improvement Agreements as a Substitution of Security and Release
of Lien for Final Tract Map 30809 Winchester Area, 3rd District. [Applicant Fees
100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel;
2. Authorize the Chairman of the Board to sign the Improvement Agreements;
3. Approve the Release of Lien for Final Map 30809 as approved by County Counsel; and
4. Authorize the Chairman of the Board to sign the Release of Lien.

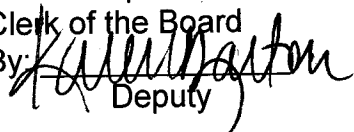
ACTION:Consent


Patricia Romo, Director of Transportation 3/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 9, 2019
xc: Transp.

Kecia Harper
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

On April 9, 2013 the Board approved a Lien Agreement with The Woods (Riverside) Venture, L.L.L.P. for the improvement of streets and the installation of water, sewer, and monummentation within Tract 30809. This agreement was recorded on April 16, 2013 as Document No. 2013-0177908 Official Records of the County of Riverside, State of California;

Subsequently, The Woods (Riverside) Venture, L.L.L.P. sold Tract 30809 to Forestar (USA) Real Estate Group, Inc.

Forestar USA Real Estate Group, Inc. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

The securities posted by Westchester Fire Insurance Company for Tract 30809 are as follows:
\$ 2,662,500 – Bond # K0967651A for the completion of street improvements
\$ 347,500 – Bond #K0967651A for the completion of water improvements
\$ 288,500 – Bond #K0967651A for the completion of sewer improvements
\$ 65,200 – Bond #K09676624 for the completion of monummentation

The lien agreements with The Woods (Riverside) Venture, L.L.L.P. can be released upon acceptance of the new securities.

Additional Fiscal Information:

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

ATTACHMENTS:

TR30809 Vicinity Map
TR30809 Improvement Agreements
TR30809 Release of Lien

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



Jason Farin, Senior Management Analyst

4/2/2019



Gregory V. Priamos, Director County Counsel

3/27/2019

**** NEW OWNERS ****

EXTENSION OF TIME

**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 Forestar (USA) Real Estate Group Inc., 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 30809, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 12 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 Six Hundred Sixty Two Thousand Five Hundred and no/100 Dollars (\$2,662,500.00).

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

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

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

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

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

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon it. 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
FORESTAR (USA) REAL ESTATE GROUP INC.
10700 PECAN PARK BLVD, SUITE 150
AUSTIN, TX 78750

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

By THOMAS H. BURTSON

Print Name THOMAS H. BURTSON

Title SENIOR VICE PRESIDENT

By DANIEL C. BARTOK

Print Name DANIEL C. BARTOK

Title CHIEF EXECUTIVE OFFICER

COUNTY OF RIVERSIDE

Patricia Romo

Patricia Romo
Director of Transportation

KEVIN JEFFRIES

KEVIN JEFFRIES

Date: 4-1-19

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS

KECIA R. HARPER, Clerk

By KECIA R. HARPER
DEPUTY

APPROVED AS TO FORM

County Counsel

By [Signature]

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

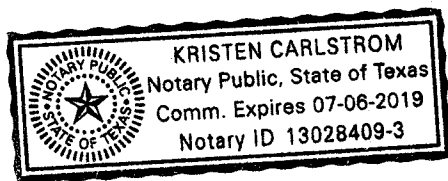
Revised 11/02/09

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Thomas

H. Burleson, as Senior Vice President of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

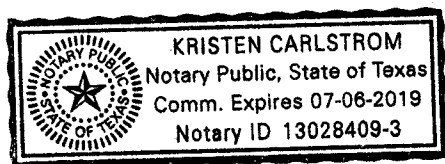
My Commission Expires 7/6/2019

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Daniel

C. Bartok, as Chief Executive Officer of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

**** NEW OWNERS ****

EXTENSION OF TIME

**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 Forestar (USA) Real Estate Group INC., 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 30809, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 12 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 Three Hundred Forty Seven Thousand Five Hundred and no/100 Dollars (\$347,500.00).

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 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 it. 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
Forestar (USA) Real Estate Group Inc.
10700 Pecan Park Blvd, Suite 150
Austin, TX 78750

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

By THOMAS H. BURLISON

Print Name THOMAS H. BURLISON

Title Senior Vice President

By Daniel C. Bartok

Print Name Daniel C. Bartok

Title Chief Executive Officer

COUNTY OF RIVERSIDE

Patricia Romo
Director of Transportation

Date: 4-2-19

APPROVED AS TO FORM

County Counsel

By [Signature]

KEVIN JEFFRIES

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

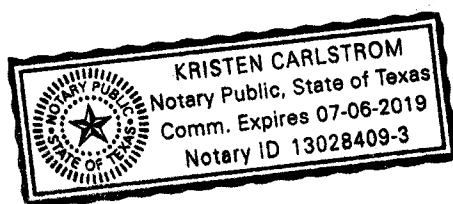
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN DUPLICATE

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Thomas

H. Burleson, as Senior Vice President of Forestar (USA) Real Estate Group Inc.



A handwritten signature of Kristen Carlstrom in black ink, written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Daniel

C. Bartok, as Chief Executive Officer of Forestar (USA) Real Estate Group Inc.



A handwritten signature of Kristen Carlstrom in black ink, written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

**** NEW OWNERS ****

EXTENSION OF TIME

**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 Forestar (USA) Real Estate Group Inc., 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 30809, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 12 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 Two Hundred Eighty Eight Thousand Five Hundred and no/100 Dollars (\$288,500.00).

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 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 it. 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
Forestar (USA) Real Estate Group Inc.
10700 Pecan Park Blvd, Suite 150
Austin, TX 78750

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

By THOMAS H. BURLISON

Print Name THOMAS H. BURLISON

Title SENIOR Vice President

By Daniel C. Bartok

Print Name Daniel C. Bartok

Title Chief Executive Officer

COUNTY OF RIVERSIDE

Patricia Romo
Patricia Romo
Director of Transportation

KEVIN JEFFRIES
KEVIN JEFFRIES
CHAIRMAN, BOARD OF SUPERVISORS

Date: 4-2-17

APPROVED AS TO FORM

County Counsel

By [Signature]

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]

DEPUTY

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

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Thomas H. Burleson, as Senior Vice President of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

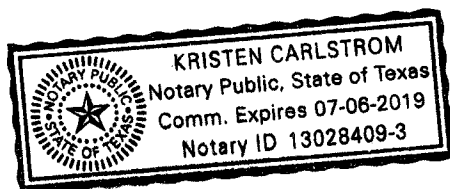
Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

STATE OF TEXAS

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A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

**** NEW OWNERS ****

EXTENSION OF TIME

**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 FORE STAR (USA) REAL ESTATE GROUP INC., 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 30809**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 12 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 **Sixty Five Thousand Two Hundred and no/100 Dollars (\$65,200.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the 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

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

Contractor

FORESTAR (USA) REAL ESTATE GROUP INC.
10700 PECAN PARK BLVD, SUITE 150
AUSTIN, TX 78750

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

By THOMAS H. BURTSON

Print Name THOMAS H. BURTSON

Title SENIOR VICE PRESIDENT

By DANIEL C. BARTON

Print Name DANIEL C. BARTON

Title CHIEF EXECUTIVE OFFICER

COUNTY OF RIVERSIDE

[Signature]

Patricia Romo
Director of Transportation

[Signature]

KEVIN JEFFRIES

CHAIRMAN, BOARD OF SUPERVISORS

Date: 4-2-19

APPROVED AS TO FORM

County Counsel

By [Signature]

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

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

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Thomas H. Burleson, as Senior Vice President of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of March 2019, by Daniel C. Bartok, as Chief Executive Officer of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019

WHEN RECORDED RETURN TO:

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

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

2019-0130673

04/17/2019 03:01 PM Fee: \$ 8.00

Page 1 of 31

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



110

RELEASE OF LIEN

(Pursuant to Lien Agreement as Substitute Security under Subdivision Map Act (Gov. Code, §§ 66462 and 66499)

WHEREAS, the County of Riverside, a political subdivision of the State of California, and The Woods (Riverside) Venture, L.L.L.P. ("Owner") entered into a Lien Agreements dated April 9, 2013 ("Agreement") and recorded on April 16, 2013 as Document No's. 2013-0177908, Official Records of the County of Riverside, State of California;

WHEREAS, pursuant to said Agreements, the liens in favor of the County of Riverside attached upon that certain real property described in Exhibit "A" ["Owner's Deed"] to said Agreement to secure Owner's performance of certain acts and construction of certain improvements required under the subdivision improvement agreements between the County of Riverside and Owner for Tract Map No. 30809 ("Property");

WHEREAS, the County of Riverside approved and accepted the new security concerning said Property in compliance with Subdivision Map Act and it is now in order to release said lien;

NOW THEREFORE, the Board of Supervisors for the County of Riverside hereby fully releases said Property from the lien created by said Agreement, the lien is hereby extinguished, and said Agreement is terminated and is no longer in effect.


COUNTY OF RIVERSIDE

Attest:

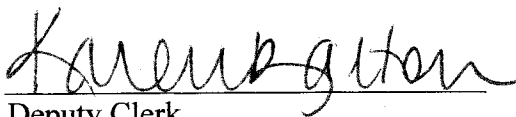
Kecia Harper-

Clerk of the Board of Supervisors

By


Chairman, Board of Supervisors
KEVIN JEFFRIES

By


Deputy Clerk

APR 09 2019

3.20



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

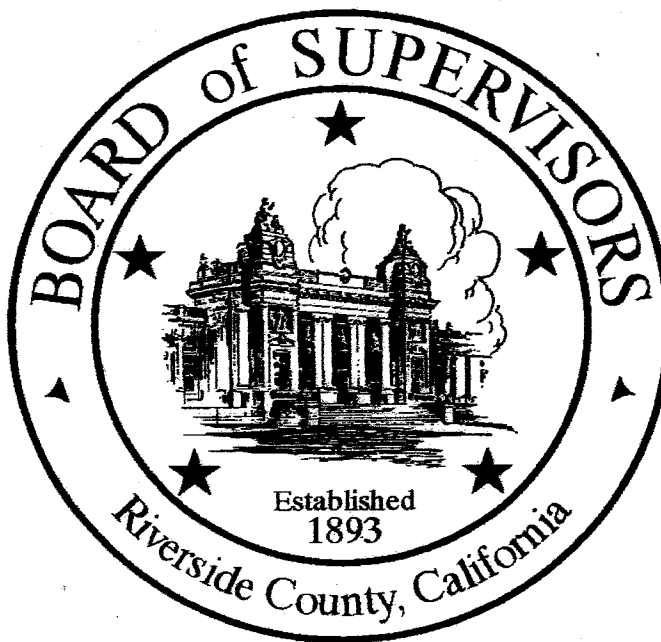
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Clarification of the Seal for the Riverside County Board of Supervisors
(embossed on the document)



Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

DOC # 2013-0177908

04/16/2013 09:05A Fee:NC

Page 1 of 29

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NCHGCC					T:		CTY	UNI	524

RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P.O. BOX 1147 - RIVERSIDE, CA 92502

AND WHEN RECORDED MAIL TO:

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

FOR THE BENEFIT OF THE COUNTY

C
524

LIEN AGREEMENT

As Subdivision Improvement Security for Tract 30809

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

RECEIVED BY THE COUNTY CLERK
APR 16 2013 11:02 AM

APR 09 2013

2-6

2013-4-118037

**RECORDED AS A BENEFIT
COUNTY OF RIVERSIDE**

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this 9th day of April 2013, by and among the **County of Riverside**, a political subdivision of the State of California ("County") and **The Woods (Riverside) Venture, L.L.P.**, a Delaware limited liability company ("Owner").

RECITALS

A. Owner has recorded a Final Map for **Tract 30809** - referred to herein as "Map," pursuant to the Ordinance No. 460 (the "Subdivision Ordinance").

B. Owner has previously entered into secured agreements with County dated December 9, 2008, entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map. Owner is required to extend these agreements.

C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreements.

D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.

E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.

F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.



2913-0177908
04/15/2013 08:05A
2 of 29

APR 09 2013

2-6

G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.

H. Owner previously provided a form of security for the Subdivision Improvement Agreement which Owner now desires to replace with security known as a lien agreement, under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.

I. County has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of this Lien Agreement.

J. Owner represents and County has confirmed that Owner has paid all plan check fees and has a deposit based fee account in good standing with the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Owner's Performance and Obligations

A. Owner hereby grants to County, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

(2) Payment of the balance of the fees or provision of the improvements or services described in Article X of the Subdivision Ordinance (collectively, "Fees"), in the amount required in accordance with Ordinance 671, as determined appropriate by the Director of Transportation.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the County. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the County.



C. At the time Owner executes this Lien Agreement, Owner shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay such additional costs to County prior to recordation of the reversion to acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits, substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

E. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes upon termination of this Lien Agreement. Owner also agrees to provide the substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvements at the time of substitution, as ascertained by County.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of this Lien Agreement. At its sole discretion, the County may grant extensions of time for the completion of the improvements in accordance with Section 17.3 of the Subdivision Ordinance. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the County, and issued within the 60 days prior to the request for an extension of time, that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the balance of the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the County in successfully enforcing Owners obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.



I. Owner agrees to indemnify, and hold harmless, the County, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the County, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. County's Performance and Obligations

County, upon recordation of this Lien Agreement, shall immediately release the deposits and security which were previously supplied by Owner and for which this Lien Agreement is being substituted.

A. Following (1) County's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(D) hereof, (2) deposit by Owner of fees for inspections, tests and other specific purposes, and (3) Owner's payment or other performance of the obligations encompassed by the Fees required by Article X of the Subdivision Ordinance, performance of which are secured by this Lien Agreement, County shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the County to construct the required Improvements.

III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the County agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the County per Subdivision Ordinance § 17.1.A. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the County, except that Owner's obligation to perform and complete the Improvements within four (4) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Ordinance), as described in Section I(F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.



D. Notwithstanding any provisions of the Subdivision Ordinance to the contrary, so long as this Lien Agreement is utilized for security as described herein, the County is not obligated to accept offers of dedication for street or drainage purposes on the Property.

IV. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the County in place of this Lien Agreement except as specifically authorized by County to correct or prevent threats to the public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay the Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to reorganize Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

G. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by Owner of any other term or condition of this Lien Agreement or of the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All references to Owner in this section shall be deemed to include Owner's successors, assignees and transferees.



V. County's Remedies

Upon the occurrence of any of the events described in Section IV, above, County may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at County's option, exercise any one or more of the following remedies:

- A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;
- B. Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;
- C. Estimate the cost of the work required to complete the Improvements, and all Fees, and foreclose said lien in said amount;
- D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;
- E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

VI. General Provisions

- A. Recordation. This Lien Agreement shall be recorded by County with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Agreement.
- B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.
- C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.
- D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.
- E. Governing Law. This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.



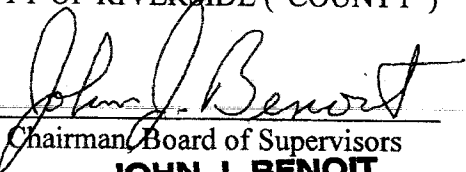
G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY OF RIVERSIDE ("COUNTY")

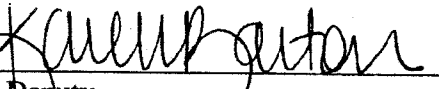
By: _____


Chairman, Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER IHEM,
Clerk of the Board

By: _____


Deputy

See Attached Signature Page ("OWNER")

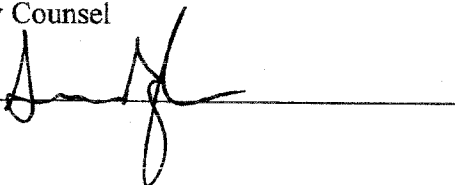
By: _____

By: _____

APPROVED AS TO FORM

County Counsel

By: _____



SIGNATURES OF OWNER MUST BE ACKNOWLEDGED BY NOTARY



2013-0177908
04/16/2013 09:05A
8 of 29

7

APR 09 2013

2-6

**SIGNATURE PAGE OF OWNER
TO
LIEN AGREEMENT
(Tract 30809)**

OWNER:

THE WOODS (RIVERSIDE) VENTURE, L.L.L.P.,
a Delaware limited liability limited partnership

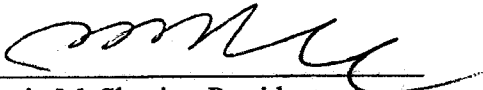
By: The Woods (Riverside) ASLI V, L.L.L.P., a
Delaware limited liability limited partnership,
its sole general partner

By: The Woods (Riverside) GP, LLC, a Delaware
limited liability company, its sole general
partner

By: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership,
its sole member and manager

By: Avanti Management Corporation,
a Florida corporation, its sole general partner

By:


Marvin M. Shapiro, President

[Acknowledgment on Following Page]



ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF ORANGE)

On February 8th, 2013, before me, Susan C. Whitfield, personally appeared Marvin M. Shapiro, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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.

Susan C. Whitfield
Notary Public

Name of Notary Printed:

My Commission expires:

Susan C. Whitfield

Aug. 30, 2014

[NOTARIAL SEAL]



EXHIBIT "A"

Recording Requested By
First American Title NHS

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
PacWest Group, Inc.
41391 Kalmia Street, Suite 200
Murrieta, CA 92562
Attn: Dan Stephenson

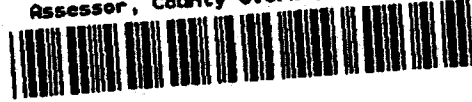
TRA-071

3005348-22

APN: See Exhibit "B"

TRA: See Exhibit "B"

DOC # 2008-0149978
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Page 1 of 7 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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DOCUMENTARY TRANSFER TAX TO BE BY SEPARATE STATEMENT PURSUANT TO CALIFORNIA
REVENUE AND TAXATION CODE SECTION 11932

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CONTINENTAL RESIDENTIAL, INC., a California corporation, ("Grantor")

hereby GRANT(S) to THE WOODS (RIVERSIDE) VENTURE, L.L.L.P., a Delaware limited liability limited
partnership ("Grantee")

the real property, including all improvements thereon, in the County of Riverside, State of California,
described as:

See Exhibit "A" attached hereto and incorporated herein by this reference.

THE REAL PROPERTY CONVEYED HEREIN BY GRANTOR TO GRANTEE IS CONVEYED AND
ACCEPTED SUBJECT TO ALL TAXES AND OTHER ASSESSMENTS, RESERVATIONS IN PATENTS,
AND ALL EASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, LIENS, COVENANTS, CONDITIONS,
RESTRICTIONS, OBLIGATIONS AND LIABILITIES AS MAY APPEAR OF RECORD.

Dated: March 25, 2008

CONTINENTAL RESIDENTIAL, INC.
a California corporation

By: [Signature]
Name: Stephen H. Fitzpatrick
Title: Authorized Signor



State of California

County of RIVERSIDE

On MARCH 25, 2008 before me, T. CASERMAN, NOTARY PUBLIC, personally
appeared STEPHEN H. FITZPATRICK

, 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 T. Caserman (Seal)

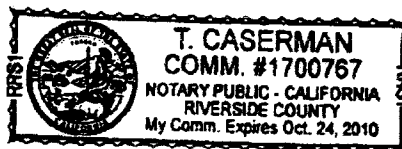


EXHIBIT "A"

Legal Description

[to be attached]



Real property in the unincorporated area, County of Riverside, State of California, described as follows:

PARCEL A:

PARCEL 5 AND LOT "D" AS SHOWN BY PARCEL MAP 11452 ON FILE IN BOOK 56 PAGES 65, 66 AND 67 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM PARCEL 4110-18, AS SHOWN ON RECORD OF SURVEY RECORDED JULY 27, 1983 IN BOOK 70 PAGES 26 THROUGH 33, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY A DEED RECORDED DECEMBER 22, 2003 AS INSTRUMENT NO. 03-995527 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 461-180-057

PARCEL B:

PARCEL 1 OF PARCEL MAP 14338 AS PER MAP RECORDED IN BOOK 104, PAGES 4 OF PARCEL MAP, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS PARCEL 4110-13 AS SHOWN ON RECORD OF SURVEY RECORDED JULY 27, 1983 IN BOOK 70, RECORDS OF SURVEYS, PAGES 26 THROUGH 33, INCLUSIVE, BY DEED RECORDED NOVEMBER 1, 1983 AS INSTRUMENT NO. 226818 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED MARCH 11, 2004 AS INSTRUMENT NO. 2004-0171424 OF OFFICIAL RECORDS.

APN: 461-180-058

PARCEL C:

PARCEL 2 OF PARCEL MAP NO. 14338, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 104, PAGE(S) 4, PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS PARCEL 4110-14 AS SHOWN ON RECORD OF SURVEY RECORDED JULY 27, 1983 IN BOOK 70, RECORDS OF SURVEYS, PAGES 26 THROUGH 33, INCLUSIVE, BY DEED RECORDED NOVEMBER 1, 1983 AS INSTRUMENT NO. 226818 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS SET FORTH IN GRANT DEED TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION FOR ROAD PURPOSES RECORDED MARCH 11, 2004 AS INSTRUMENT NO. 2004-171426 OF OFFICIAL RECORDS.



APN: 461-180-059

PARCEL D:

PARCEL 1:

PARCEL 3 OF PARCEL MAP 11452 AS SHOWN BY MAP ON FILE IN BOOK 56, PAGES 65 THROUGH 67 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED NOVEMBER 1, 1983 AS INSTRUMENT NO. 226815, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 24, 2004, AS INSTRUMENT NO. 2004-666518 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL 4 AND LOT C OF PARCEL MAP 11452, AS PER MAP RECORDED IN BOOK 56, PAGES 65 THROUGH 67, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT PORTION CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 14, 1983, AS INSTRUMENT NO. 213183, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LINES OF PARCEL 4110-16 OF RECORD OF SURVEY AS SHOWN BY MAP ON FILE IN BOOK 70, PAGES 26 THROUGH 33 INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 24, 2004, AS INSTRUMENT NO. 2004-666518 OF OFFICIAL RECORDS.

APN: 461-180-061 AND 461-180-067

PARCEL E:

PARCELS 1 AND 2 AS SHOWN BY PARCEL MAP 14337 ON FILE IN BOOK 99 PAGE 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE PARCELS 4110-19 AND 4110-20 AS SHOWN ON RECORD OF SURVEY FILE JULY 27, 1983 IN BOOK 70 PAGES 26 THROUGH 33, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY A GRANT DEED RECORDED AUGUST 24, 2004 AS INSTRUMENT NO. 04-666518 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN TRACT NO. 30809 RECORDED IN BOOK 425 OF MAPS PAGES 30 TO 36 IN THE OFFICE OF THE COUNTY RECORDER OF SAID



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COUNTY.

APN: 461-180-062 AND 461-180-078 AND 461-180-079

PARCEL F:

LOTS 1 THROUGH 123, INCLUSIVE, LOTS 124 THROUGH 128, INCLUSIVE, FOR OPEN SPACE LOTS, TOGETHER WITH THAT PARCEL SHOWN AS REMAINDER PARCEL, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT MAP NO. 30889, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON SEPTEMBER 20, 2007, IN BOOK 425 OF MAPS PAGE(S) 30-35.

EXCEPT THEREFROM:

A. ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHT OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCES FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUS RESERVED; AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATIONS THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OF THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, AS CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION BY MINERAL DEED RECORDED SEPTEMBER 25, 2007 AS INSTRUMENT NO. 2007-0600844 OF OFFICIAL RECORDS.

APN: 461-180-065 AND 461-180-066 AND 461-180-077 AND 461-180-078 AND 461-180-080 AND 461-180-081

APN: 461-180-057 and 461-180-058 and 461-180-059 and 461-180-061 and 461-180-062 and 461-180-065 and 461-180-066 and 461-180-067 and 461-180-076 and 461-180-077 and 461-180-078 and 461-180-079 and 461-180-080 and 461-180-081



Exhibit "B"

APNs:

461-180-057-8
461-180-058-9
461-180-059-0
461-180-061-1
461-180-067-7
461-180-062-2
461-180-065-5
461-180-066-6
461-180-076-5
461-180-077-6
461-180-078-7
461-180-079-8
461-180-080-8
461-180-081-9

TRAs:

071-290
071-290
071-290
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EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS

Qty.	Unit	Item	Unit Cost	Amount
*Roadway Excavation				
	C.Y.	1. Projects with a Grading Plan	\$20.00	\$0.00
		Area x 0.50' (hinge point to hinge point)		
		2. Projects without a grading Plan		
		(Road area and side slopes to daylight)		
		Cut (c.) = Fill (f.) =		
	C.Y.	(c or f) (a.) Excavate and Fill	\$0.40	\$0.00
	C.Y.	(c-f) (b.) Excavate and Export	\$1.10	\$0.00
	C.Y.	(f-c) (c.) Import and Fill	\$2.80	\$0.00
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.) a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c = fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions)		
190	L.F.	Sawcut Exist. A.C. Pavement	\$1.00	\$190.00
190	S.F.	Cold plane A.C. Pavement	\$0.50	\$95.00
21	S.Y.	Grinding A.C. in Place	\$0.60	\$12.60
	S.Y.	Remove A.C. Pavement	\$0.60	\$0.00
70	L.F.	Remove Curb and Gutter	\$18.00	\$1,260.00
120	L.F.	Remove A.C. Dike	\$3.00	\$360.00
	S.F.	Remove Sidewalk	\$10.00	\$0.00
	EA.	Relocate Mailbox	\$250.00	\$0.00
	L.F.	Remove Chain Link Fence	\$7.50	\$0.00
	EA.	Remove Barricade	\$10.00	\$0.00
4718	Ton	Asphalt Concrete (243,978 S.F.)	\$90.00	\$424,620.00
		(144 lbs./cu.ft.)		
9206	C.Y.	Agg Base Class II (243,978 S.F.)	\$50.00	\$460,300.00

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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS (Cont.'d)

Qty.	Unit	Item	Unit Cost	Amount
9	Ton	Asph. Emulsion (Fog Seal/Paint Binder)		
		(1 ton = 240 gals) (243,978 S.F)	\$600.00	\$5,400.00
		apply at 0.50 + 0.03 = 0.08 gal/SY		
190	S.F.	AC overlay (min. 0.10") (190 S.F)	\$0.90	\$171.00
11973	L.F.	Curb and Gutter (Type A-6)	\$10.00	\$119,730.00
207	L.F.	Curb and Gutter (Type A-8)	\$12.00	\$2,484.00
	L.F.	Type "C" Curb	\$10.00	\$0.00
	L.F.	Type "D-1" Curb	\$10.00	\$0.00
207	L.F.	Type "D" Curb	\$15.00	\$3,105.00
	L.F.	A.C. Dike (6") (incl. material and labor)	\$8.00	\$0.00
	L.F.	A.C. Dike (8") (incl. material and labor)	\$10.00	\$0.00
11000	S.F.	P.C.C. Cross Gutter and Spandrels	\$10.00	\$110,000.00
71121	S.F.	P.C.C. Sidewalk	\$6.00	\$426,726.00
7872	S.F.	P.C.C. Drive Approach	\$8.00	\$62,976.00
	S.F.	P.C.C. Dip Section Std. 307	\$6.00	\$0.00
27	EA.	Handicapped Access Ramp	\$1,500.00	\$40,500.00
	C.Y.	Structural Reimforced Concrete	\$400.00	\$0.00
46	L.F.	Barricades	\$100.00	\$4,600.00
	L.F.	Metal Beam Guard Railing	\$35.00	\$0.00
5547	L.F.	Utility Trench, one side (Edison, Telephone, Cable)		
		(total length of streets)	\$10.00	\$55,470.00
	L.F.	Chain Link Fence (6')	\$15.00	\$0.00
	L.F.	Relocate Fence	\$12.00	\$0.00
	EA.	Pipe Gate	\$1,000.00	\$0.00
	EA.	Relocate Power Pole	\$10,000.00	\$0.00
35	EA.	Street Lights (including conduit)	\$5,000.00	\$175,000.00

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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS (Cont.'d)

Qty.	Unit	Item	Unit Cost	Amount
	EA.	Concrete Bulkhead	\$200.00	\$0.00
	EA.	Slope Anchors for Pipes	\$300.00	\$0.00
	C.Y.	Cut Off Wall (Std. 2')	\$400.00	\$0.00
	EA.	A.C. Overside Drain	\$500.00	\$0.00
8	EA.	Under Sidewalk Drain Std. 309	\$2,000.00	\$16,000.00
	EA.	Flat Outlet Drainage Structure Std. 303	\$200.00	\$0.00
	EA.	Curb Outlet Drainage Structure Std. 308	\$200.00	\$0.00
	S.F.	Terrace Drains and Down Drains	\$6.50	\$0.00
	S.F.	Interceptor Drains	\$6.50	\$0.00
	C.Y.	R.C. Box Culvert	\$400.00	\$0.00
	C.Y.	Concrete Channel	\$200.00	\$0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$40.00	\$0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$45.00	\$0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$50.00	\$0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$55.00	\$0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$60.00	\$0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$67.00	\$0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$75.00	\$0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$80.00	\$0.00
242	L.F.	18" R.C.P.	\$60.00	\$14,520.00
440	L.F.	24" R.C.P.	\$70.00	\$30,800.00
	L.F.	30" R.C.P.	\$80.00	\$0.00
1170	L.F.	36" R.C.P.	\$90.00	\$105,300.00
	L.F.	42" R.C.P.	\$100.00	\$0.00
	L.F.	48" R.C.P. (Accounted for in R.C.F.C.D. Fee worksheet)	\$110.00	\$0.00
	L.F.	54" R.C.P.	\$130.00	\$0.00
	L.F.	60" R.C.P.	\$150.00	\$0.00

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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS (Cont.'d)

Qty.	Unit	Item	Unit Cost	Amount
	L.F.	18" C.S.P. or 21" x 15" CSPA	\$40.00	\$0.00
	L.F.	24" C.S.P. or 28" x 20" CSPA	\$50.00	\$0.00
	L.F.	30" C.S.P. or 35" x 24" CSPA	\$60.00	\$0.00
	L.F.	36" C.S.P. or 42" x 29" CSPA	\$70.00	\$0.00
	L.F.	42" C.S.P. or 49" x 33" CSPA	\$80.00	\$0.00
	L.F.	48" C.S.P. or 57" x 38" CSPA	\$100.00	\$0.00
	L.F.	54" C.S.P. or 64" x 43" CSPA	\$110.00	\$0.00
	L.F.	60" C.S.P. or 71" x 47" CSPA	\$120.00	\$0.00
	EA.	Catch Basins W = 4'	\$1,700.00	\$0.00
9	EA.	Catch Basins W = 7'	\$3,000.00	\$27,000.00
3	EA.	Catch Basins W = 14'	\$6,000.00	\$18,000.00
	EA.	Catch Basins W = 21'	\$9,000.00	\$0.00
	EA.	Catch Basins W = 28'	\$12,000.00	\$0.00
	EA.	Type IX Inlet	\$2,500.00	\$0.00
4	EA.	Type X Inlet	\$2,500.00	\$10,000.00
	EA.	Junction Structure No. 1	\$3,000.00	\$0.00
3	EA.	Junction Structure No. 2	\$3,000.00	\$9,000.00
	EA.	Junction Structure No. 6	\$3,700.00	\$0.00
	EA.	Transition Structure No. 1	\$12,500.00	\$0.00
	EA.	Transition Structure No. 2	\$12,500.00	\$0.00
1	EA.	Transition Structure No. 3	\$2,700.00	\$2,700.00
4	EA.	Manhole No. 1	\$2,700.00	\$10,800.00
3	EA.	Manhole No. 2	\$3,300.00	\$9,900.00
	EA.	Manhole No. 3	\$2,700.00	\$0.00
	EA.	Manhole No. 4	\$5,000.00	\$0.00
	EA.	Adjust Water Valve (if no water plan)	\$150.00	\$0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$400.00	\$0.00

EXHIBIT B



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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS (Cont.'d)

Qty.	Unit	Item	Unit Cost	Amount
*Signing, Striping and Signals				
	S.F.	Remove Traffic Stripes and Paint Markings	\$2.50	\$0.00
	EA.	Remove Sign, Salvage	\$50.00	\$0.00
	EA.	Relocate Roadside Sign	\$100.00	\$0.00
14	EA.	Street Name Sign	\$275.00	\$3,850.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	\$100.00	\$0.00
	EA.	Instal Sign (Mast Arm Hanger Method)	\$100.00	\$0.00
	EA.	Road Sign - One Post	\$250.00	\$0.00
	EA.	Road Sign - Two Posts	\$400.00	\$0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$60.00	\$0.00
	EA.	Delineator (Class 1, Type F)	\$40.00	\$0.00
	EA.	Delineator (Class 2)	\$45.00	\$0.00
	EA.	Pavement Marker, Reflective	\$3.75	\$0.00
	L.F.	Paint Traffic Stripe (2 Coats)	\$0.30	\$0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$0.30	\$0.00
	L.F.	8" Thermoplastic Traffic Stripe	\$0.60	\$0.00
	L.F.	12" Thermoplastic Traffic Stripe	\$0.90	\$0.00
	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$2.25	\$0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$3.00	\$0.00
	L.S.	Signal and Lighting	\$130,000.00	\$0.00
*Landscaping				
	S.F.	Maintenance Walk STD 113	\$4.00	\$0.00
	S.F.	Colored Stamped Concrete	\$10.00	\$0.00
	EA.	Street Trees (15 gallon)	\$100.00	\$0.00
	S.F.	Landscape and Irrigation	\$3.50	\$0.00
	C.Y.	Landscape Fill Material	\$27.00	\$0.00
	EA.	Water Meter	\$7,000.00	\$0.00
	EA.	Electric Meter	\$10,000.00	\$0.00

EXHIBIT B



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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

STREET IMPROVEMENTS (Cont.'d)

Other Items Not Listed

1196	L.F.	Bioswale	\$50.00	\$59,800.00
798	S.F.	Gutter Depression	\$10.00	\$7,980.00

A. Subtotal

\$2,218,649.60

B. Admin. Contingency (20% x A)

\$443,729.92

Note: Use 20% for TR and PM

Use 5% for PP, CU, PU, MS and VL Cases

C. Streets/Drainage Total (A + B)

\$2,662,379.52

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)

D. 20% x C

Streets/Drainage Total (C + D)

\$2,662,379.52

EXHIBIT B



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**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

Project Tract No. 30809

Date 8/21/2006

Water Improvements

*Show quantities on this sheet only if project has water plan. If no water plan then show applicable quantities as part of street improvements.

Qty.	Unit	Item	Unit Cost	Amount
	L.F.	4" Waterline	\$13.00	\$0.00
	L.F.	6" Waterline	\$16.00	\$0.00
4135	L.F.	8" Waterline	\$21.00	\$86,835.00
	L.F.	10" Waterline	\$27.00	\$0.00
	L.F.	12" Waterline	\$31.00	\$0.00
	EA.	4" Gatevalve	\$650.00	\$0.00
	EA.	6" Gatevalve	\$800.00	\$0.00
11	EA.	8" Gatevalve	\$850.00	\$9,350.00
	EA.	10" Gatevalve	\$1,050.00	\$0.00
	EA.	12" Gatevalve	\$1,250.00	\$0.00
	EA.	Fire Hydrants (6") Super	\$2,500.00	\$0.00
18	EA.	Fire Hydrants (6") Standard	\$2,300.00	\$41,400.00
	EA.	4" Misc. Fittings	\$150.00	\$0.00
	EA.	6" Misc. Fittings	\$200.00	\$0.00
4	EA.	8" Misc. Fittings	\$250.00	\$1,000.00
	EA.	10" Misc. Fittings	\$280.00	\$0.00
	EA.	12" Misc. Fittings	\$320.00	\$0.00
	EA.	Blowoffs (4")	\$1,600.00	\$0.00
123	EA.	Service Connections	\$475.00	\$58,425.00
	EA.	Adjust Water Valve to Grade	\$200.00	\$0.00
	EA.	Relocation of Blowoff	\$1,000.00	\$0.00
1540	EA.	18" Waterline	\$60.00	\$92,400.00
6	EA.	18" Butterfly Valves	\$3,000.00	\$18,000.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT



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IMPROVEMENT REQUIREMENT WORKSHEET

Project Tract No. 30809

Date 8/21/2006

Water Improvements (Cont.'d)

Other Items Not Listed

A. Subtotal

\$289,410.00

B. Admin. Contingency (20% x A)

\$57,882.00

Note: Use 20% for TR and PM

Use 5% for PP, CU, PU, MS and VL Cases

C. Water Total (A + B)

\$347,292.00

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)

D. 20% x C

Water Total (C + D)

\$347,292.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT



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IMPROVEMENT REQUIREMENT WORKSHEET

Project Tract No. 30809

Date 8/21/2006

Sewer Improvements

*Show quantities on this sheet only if project has sewer plan. If no sewer plan then show applicable quantities as part of street improvements.

Qty.	Unit	Item	Unit Cost	Amount
3455	L.F.	4" Lateral	\$15.00	\$51,825.00
	L.F.	6" V.C.P.	\$25.00	\$0.00
3860	L.F.	8" P.V.C.	\$30.00	\$115,800.00
	L.F.	10" V.C.P.	\$35.00	\$0.00
	L.F.	12" V.C.P.	\$40.00	\$0.00
23	EA.	Standard Manholes	\$2,500.00	\$57,500.00
	EA.	Drop Manholes	\$4,000.00	\$0.00
	EA.	Cleanouts	\$500.00	\$0.00
123	EA.	Sewer Y's	\$30.00	\$3,690.00
	EA.	Chimneys	\$400.00	\$0.00
23	EA.	Adjust M.H. to grade	\$500.00	\$11,500.00
	L.F.	Concrete Encasement	\$35.00	\$0.00

A. Subtotal

\$240,315.00

B. Admin. Contingency (20% x A)

\$48,063.00

Note: Use 20% for TR and PM

Use 5% for PP, CU, PU, MS and VL Cases

C. Sewer Total (A + B)

\$288,378.00

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)

D. 20% x C

Sewer Total (C + D)

\$288,378.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT



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PLAN CHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT NO. Tract No. 30809 SCH. DATE 8/21/2006

PP, CU, PU, OR VL NO. _____ BY: Paul Fisher

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C)	\$2,662,379.52
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II. Water (Line C)	\$347,292.00
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III. Sewer (Line C)	\$288,378.00
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PLAN CHECK FEE CALCULATION

A. Streets/Drainage (2% x I)	\$53,247.59
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Note: Use 2% for TR
Use 6% for PM
Use 6.5% for PP, CU, PU, MS and VL

B. Water and Sewer (1% x II. And III.)	\$6,356.70
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Note: Use 1% for all

C. Total Plan Check Fee (A + B)	\$59,604.29
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SURCHARGE FEE CALCULATION

D. Surcharge Fee (2% x C)	\$1,192.09
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E. Total Plan Check Fee and Surcharge	\$60,796.38
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Comments

MINIMUM PLAN CHECK FEE REQUIREMENTS

For TR (Sch. A, B, C, D) and PM (Sch. E, F, G) - minimum \$1,875.00

For PM (Sch. H, I) - minimum \$800.00

For PP/CU/PU/MS/VL - minimum \$500.00

EXHIBIT B



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**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

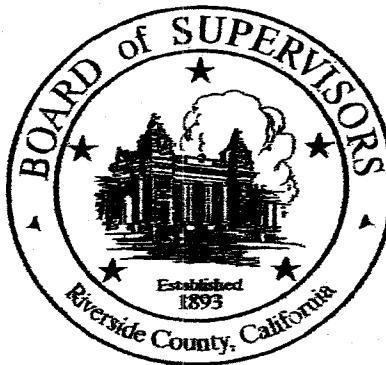
Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asclrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

4-9-13

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

