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

ITEM: 2.14
(ID # 13468)
MEETING DATE:
Tuesday, October 06, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 37646 a Schedule "A" Subdivision in the French Valley area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 37646 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 37646.

ACTION:Consent

Patricia Romo, Director of Transportation 9/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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:	October 06, 2020
xc:	Transp.

Kecia R. 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

Tract 37646 was approved by the Board of Supervisors on May 19, 2020 as Agenda Item 21.3. Final Map 37646 is a 13.28 acre subdivision that is creating 53 residential lots and 3 open space lots in the French Valley area. This Final Map complies in all respects with the provisions of the Subdivision Map Act 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. The Transportation Department recommends approval of this final tract map.

Riverside Mitland 03, LLC, desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

FTM 37646 $612,500 #TM5253777 for the completion of road and drainage improvements.
FTM 37646 $175,000 #TM5253777 for the completion of the water system.
FTM 37646 $203,500 #TM5253777 for the completion of the sewer system.
FTM 37646 $73,100 #1001120667/TCS0171961 for the completion of the monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

FTM 37646 Vicinity Map
FTM 37646 Improvement Agreements
FTM 37646 Mylars

Jason Farin, Principal Management Analyst 9/30/2020

Gregory P. Priamos, Director County Counsel 9/23/2020

TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

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

☐ AGREEMENT/CONTRACT	NO.:

REQUESTED BOARD DATE: 10/6/2020	CAN IT GO AT A LATER DATE: ☐YES ☒NO

☐ AMENDMENT	NO.	☐ CHANGE ORDER	NO.
☐ RESOLUTION	NO.	☐ ORDINANCE	NO.
☐ AWARD PACKAGE	☒ FINAL MAP	☐ ACQUISITION/EDA	☐ ADVERTISEMENT PACKAGE
☐ OTHER:		SUPERVISORIAL DISTRICT: 3	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37646 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FTm37646 (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 TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.
THE FINAL TRACT MAP TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
13468			

BOARD AGENDA DATE: 10/6/20	**BOS ITEM NUMBER:** 2.14

9/24/2020 a

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 37646**, 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 **Six Hundred Twelve Thousand Five Hundred and no/100 Dollars ($612,500.00)**.

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

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

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

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

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

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

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

Title William B. Seith
Secretary

COUNTY OF RIVERSIDE

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
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 verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On August 11, 2020, before me, Meagan Knecht, Notary Public, personally appeared David F. Barnett & William B. Seeth, 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.

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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 37646**, 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 **One Hundred Seventy Five Thousand and no/100 Dollars ($175,000.00)**.

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.

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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	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: William B. Seith

Title Secretary

COUNTY OF RIVERSIDE

Signed: _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
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 verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On August 11, 2020, before me, Meagan Knecht, Notary Public, personally appeared David E. Bartlett & William B. Smith, 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.

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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 37646**, 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 **Two Hundred Three Thousand Five Hundred and no/100 Dollars ($203,500.00).**

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.

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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

Signed: _____

Print Name: William B. Seith

Title Secretary

COUNTY OF RIVERSIDE

By _____

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
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 verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On August 11, 2020, before me, Meagan Knecht, Notary Public, personally appeared David E. Barnett & William B. Seith, 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.

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

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 37646**, 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 **Seventy Three Thousand One Hundred and no/100 Dollars ($73,100.00).**

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.

OCT 06 2020 2.14

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: William B. Seith

Title Secretary

COUNTY OF RIVERSIDE

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
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 verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On August 11, 2020, before me, Meagan Knecht, Notary Public, personally appeared David E. Bartlett & William B. Seth, 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.

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

Notary Public

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

1. Work Order #

1. Page—— of——

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION

3. DEPARTMENT	Clerk of the Board of Supervisors	8. ORG.#	10. DATE 10/~~08~~ 28/2020
4. ORGANIZATION	County of Riverside	9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS	4080 Lemon St., Room 127	12. NO. OF BOXES TRANSFERRED	
CITY	Riverside, Ca. 92501	13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.14 Board of Supervisors Meeting 10/06/2020				
	Final Tract Map No 37646 (Sched A) & Supplemental CC&Rs – District 3				
	(Out of Bonding Period)				

21. RECEIVED BY: T-Bernardino		30. REMARKS
22. TITLE ACR	23. RECEIVED VIA: Courier	
24. DATE RECEIVED:	25. TIME RECEIVED:	
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:	
28. NAME\DATE SCANNED TO HOLDING AREA:		29. NAME\DATE SCANNED TO LOCATION:

CLERK BOARD OF SUPERVISORS
2020 OCT 28 AM 10: 19

10/6/20 2.14

TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

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

☐ AGREEMENT/CONTRACT	NO.:

REQUESTED BOARD DATE: 10/6/2020	CAN IT GO AT A LATER DATE: ☐YES ☒NO

☐ AMENDMENT	NO.	☐ CHANGE ORDER	NO.
☐ RESOLUTION	NO.	☐ ORDINANCE	NO.
☐ AWARD PACKAGE	☒ FINAL MAP	☐ ACQUISITION/EDA	☐ ADVERTISEMENT PACKAGE
☐ OTHER:		SUPERVISORIAL DISTRICT: 3	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37646 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FTm37646 (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 TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.
THE FINAL TRACT MAP TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
13468			

BOARD AGENDA DATE: 10/6/20	BOS ITEM NUMBER: 2-14

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISOR

2020 OCT 27 AM 9:23

TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

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

☐ AGREEMENT/CONTRACT	NO.:

REQUESTED BOARD DATE: 10/6/2020	CAN IT GO AT A LATER DATE: ☐YES ☒NO

☐ AMENDMENT	NO.	☐ CHANGE ORDER	NO.
☐ RESOLUTION	NO.	☐ ORDINANCE	NO.
☐ AWARD PACKAGE	☒ FINAL MAP	☐ ACQUISITION/EDA	☐ ADVERTISEMENT PACKAGE
☐ OTHER:		SUPERVISORIAL DISTRICT: 3	

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37646 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FTm37646 (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 TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.
THE FINAL TRACT MAP TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
13468			

BOARD AGENDA DATE: 10/6/20	BOS ITEM NUMBER: 2.14

2020-10-147413

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

TRACT NO. 37646

BEING A SUBDIVISION OF LOT 178 OF TRACT MAP 37053, FILED IN BOOK 469, PAGES 47–61, INCLUSIVE OF MAPS, ALL IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN

HUNSAKER AND ASSOCIATES, INC.

JANUARY 2006 AND FEBRUARY 2015

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 "G", INCLUSIVE SHOWN WITHIN THIS MAP. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", KELLER ROAD, LOT "B", SPENCER'S CROSSING PARKWAY AND LOT "C", HILTON ROAD, THE OWNERS OF LOTS 54 THROUGH 56, INCLUSIVE, 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 IN FEE FOR PUBLIC PURPOSES TO VALLEY–WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LOTS 54 AND 55, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOT 56 FOR LANDSCAPE MAINTENANCE PURPOSES, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE ACCESS EASEMENT" OVER A PORTION OF LOTS 7, 8, 23 AND 24, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE UTILITY EASEMENT" OVER A PORTION OF LOTS 7, 8, 23 AND 24, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES PURPOSES, OVER PORTION OF LOTS 7 THROUGH 8, INCLUSIVE, AND 23 THROUGH 24, INCLUSIVE, WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 56, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

OWNERS:

RIVERSIDE MITLAND 03 LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Nicole B

RECORDER'S S

FILED THIS_____D

AT_____.M. IN

AT PAGES_____

THE CLERK OF TH

NO. _____

FEE _____

PETER ALDANA, /

BY: _____

SUBDIVISION GUAR/

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BAS CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT REQUEST OF RIVERSIDE MITLAND 03, LLC. IN JANUARY 2006 AND FEBR ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROV TRUE AND COMPLETE AS SHOWN.

DATE: 7/24, 2020

PAUL R. HUDDLESTON, JR., L.S. 7083

LICENSED LAND SURV PAUL R. HUDDLESTON No. 7083 STATE OF CALIFO

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION M HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON MAY BEING MAY 19, 2023; AND THAT I AM SATISFIED THIS MAP IS TECHN

DATE: 9-23, 2020

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488 EXPIRES: 12/31/2020

LICENSED LAND SURV DAVID L. MCMILLAN No. 8488 STATE OF CALIFO

RECORDING REQUESTED BY:
WHEN RECORDED, MAIL TO:

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 53, inclusive, and Lot 56 of Tract No. 37646)

Supplemental Declaration of Covenants,

Conditions and Restrictions and Reservation

of Easements

For

Spencer's Crossing

(Lots 1 to 53, inclusive, and Lot 56 of Tract No. 37646)

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 53, inclusive, and Lot 56 of Tract No. 37646, 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 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. References herein to "Neighborhood Builder" shall mean and refer to the Neighborhood Builder (as defined in Section 1.1.32 of the Master Declaration) designated as such by Master Declarant,

which Neighborhood Builder owns and is developing Lots in the Added Property for sale in transactions requiring a Final Subdivision Public Report issued by the California Department of Real Estate.

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 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 53, inclusive of Tract No. 37646 are designated "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. Lot 56 of Tract No. 37646 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 parcel is depicted on ***Exhibit A.***

(b) Landscape Easement Areas. There are no Landscape Easement Areas in the Added Property.

(c) LMD Areas. The LMD Areas (as defined in Section 1.1.21 of the Master Declaration) in Tract No. 37646 consist of Lots 54 and 55 of said Tract (as shown on ***Exhibit B-1***), and include the public trails, landscaping and irrigation equipment, and the entry monuments and entry pilasters located thereon, all of which are owned in fee and maintained by Valley-Wide Parks & Recreation District.

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

(e) Master Association-Maintained Walls. ***Exhibit C-1*** depicts the approximate locations of walls and fences that are maintained in whole or in part by the Master Association (each, a ***"Community Wall"***).

(1) *Maintenance of Community Walls Enclosing Residential Lots.* Where a Community Wall encloses a portion of a residential Lot, (as may be approximately shown on ***Exhibit C-1***), 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) *Interior Street-Facing Sideyard Wall or Fence Conditions on Lots.* The street-facing sideyard walls or fences on Lots 35, 40, 47, and 50 of Tract No. 37646 are not Community Walls, but are instead maintained by the Owner of the Lot enclosed thereby. The Owner of such enclosed Lot shall be solely responsible for maintaining the structural components of the sideyard wall or fence (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 street and of the surface facing toward the Residence.

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 and structural best management practices in the Master Common Area of the Added Property (including the V-ditch and rip-rap on Lot 56). Such maintenance shall include inspection and, if required, cleaning no later than October 15 each year.

4. **SHARED DRIVEWAY EASEMENTS**. Due to the locations of Lots 7 and 8 and Lots 23 and 24, it is necessary for the Owners of each of the foregoing pairs of Lots to share a paved driveway for access to and from the public street. Declarant has therefore constructed paved driveways (***"Shared Driveway Improvements"***) over portions of Lots 7 and 8, and over portions of Lots 23 and 24 for use by the Owners of the respective pairs of Lots. Declarant now reserves over the foregoing Lots the following easements and to impose on them certain covenants, conditions and restrictions regarding exercise of the easements created hereby and the maintenance of the Shared Driveway Improvements:

4.1. **Reservation of Reciprocal Easements over Lots 7 and 8**. Declarant hereby reserves over Lots 7 and 8, perpetual, reciprocal, non-exclusive easements appurtenant for placement and maintenance of the Shared Driveway Improvements, and for pedestrian and vehicular ingress, egress, and access between the Residences and the public street by the Owners of Lots 7 and 8, and their respective Families, tenants, residents, contractors, subcontractors, and invitees (each, a ***"Benefited Party"***). The easements reserved hereby constitute the "Shared Driveway Easements" on Lots 7 and 8 and they are approximately shown as the "Shared Driveway Easement Area" on ***Exhibit D-1***. Notwithstanding the depiction on ***Exhibit D-1***, the actual location and dimensions of the Shared Driveway Easement Area shall be defined by the physical location and dimensions of the Shared Driveway Improvements as constructed by Declarant or the Neighborhood Builder, or as reconstructed in accordance with the original plans thereof, or as relocated by the Owners of Lots 7 and 8 with the prior written consent of the Design Review Committee given in accordance with the terms of the Master Declaration.

4.2. **Reservation of Reciprocal Easements over Lots 23 and 24**. Declarant hereby reserves over Lots 23 and 24, perpetual, reciprocal, non-exclusive easements appurtenant for placement and maintenance of the Shared Driveway Improvements, and for pedestrian and vehicular ingress, egress, and access between the Residences and the public street by the Owners of Lots 23 and 24, and their respective Families, tenants, residents, contractors, subcontractors, and invitees (each, a ***"Benefited Party"***). Notwithstanding the depiction on ***Exhibit D-1***, the actual location and dimensions of the Shared Driveway Easement Area shall be defined by the physical location and dimensions of the Shared Driveway Improvements as constructed by Declarant or the Neighborhood Builder, or as reconstructed in accordance with the original plans thereof, or as relocated by the Owners of Lots 23 and 24 with the prior written consent of the Design Review Committee given in accordance with the terms of the Master Declaration.

4.3. **Use of Shared Driveway Easement Area**. The Shared Driveway Easements reserved hereby shall be exercised only for the purposes described above, subject to the following restrictions:

(a) No trash, debris, bulk materials, equipment, or other property may be stored in the Shared Driveway Easement Area.

(b) There shall be no parking of vehicles in the Shared Driveway Easement Area. Provided however, that an Owner or its Benefited Party may park their vehicle on the portion of the Owner's driveway lying outside the Shared Driveway Easement Area if the parked vehicle does not extend into the Shared Driveway Easement Area.

(c) No Owner or other Benefited Party shall block, modify or remove any portion of the Shared Driveway Improvements, or otherwise unreasonably interfere with the lawful exercise of the Shared Driveway Easements by any other Benefited Party.

4.4. **Maintenance and Repair**. The Owners of Lots 7 and 8 shall be solely responsible for regular maintenance of the Shared Driveway Improvements on Lots 7 and 8 and they shall share equally in the costs of such maintenance. The Owners of Lots 23 and 24 shall be solely responsible for regular maintenance of the Shared Driveway Improvements on Lots 23 and 24 and they shall share equally in the costs of such maintenance. Provided, however, that each Owner shall be solely responsible for repair of damage (beyond normal wear and tear) to the Shared Driveway Improvements, wherever located, to the extent caused by the negligence or willful act of such Owner or such Owner's Benefited Parties.

4.5. **Standard for Maintenance and Repair**. Any Owner may on thirty (30) days prior written notice to the other Owner perform the required maintenance or repair; provided, however, that all maintenance and repair of the Shared Driveway Improvements shall be made using the same or substantially similar materials and design as used in the original construction of the Shared Driveway Improvements by Declarant, or as otherwise agreed in writing by the other Owner who shares the same Shared Driveway Improvements, subject to applicable law and prior written consent of the Design Review Committee in accordance with Article 8 of the Master Declaration. For purposes hereof, "required maintenance and repair" shall be limited to the correction of unsafe conditions such as potholes or other conditions that may reasonably foreseen to pose a risk of damage to vehicles or injury to persons, or to prevent safe use of the Shared Driveway Improvements. The term shall not include cosmetic upgrades to the original paving materials (such as substitution of paving materials or installation of brick or pavers, strictly for cosmetic reasons), or minor cosmetic repairs such as the filling of minor cracks, sweeping, or removal of stains, all of which may be performed by any Owner but shall be reimbursable to the performing Owner only if performed with the prior written consent of the other Owner who shares the same Shared Driveway Improvements.

4.6. **Right to Contribution**. When a particular Owner performs required maintenance and repair work or other work agreed to by the other Owner, the non-performing Owner (***"Contributing Owner"***) shall upon demand reimburse the Owner who performed the work (***"Performing Owner"***) one-half of the actual cost of such work (as established by reasonable written backup, receipts, invoices and the like); provided, however, that the Performing Owner shall have the right to call for a larger contribution from the Contributing Owner to cover repairs of damage caused by

the negligence or willful act of the Contributing Owner or the Contributing Owner or their Benefited Parties.

4.7. **Indemnification**. Each Owner shall indemnify, defend and hold harmless the other Owner benefited by the same Shared Driveway Easements for all costs and reasonable attorneys' fees associated with any claims for personal injuries or property damage brought by or against the indemnified Owner or such indemnified Owner's family, residents, tenants, contractors, agents or invitees, arising from damage to the Shared Driveway Improvements, injury to persons, damage to vehicles or personal property, damage to landscaping, paving, walls, irrigation equipment and other fixtures on the Owners' respective Lots to the extent caused by the negligence or willful act of the indemnifying Owner or the indemnifying Owner's family, residents, tenants, contractors, agents or invitees while present in the Shared Driveway Easement Area. Each Owner shall maintain in effect a policy of liability insurance with coverages and amounts at least the same as is customary for similar properties with shared driveway easements in the Community or similar developments in the area.

5. **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.

6. **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.

7. **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.

8. **RIGHTS, RESERVATIONS, AND EXEMPTIONS OF MASTER DECLARANT AND NEIGHBORHOOD BUILDER**. If there is a conflict between any other portion of the Governing Documents and this Section, this Section shall control.

8.1. **Construction and Development Rights in the Added Property**. Until Master Declarant or a Neighborhood Builder no longer owns any portion of the Added Property, Master Declarant and the Neighborhood Builder have the right, without obtaining the approval of the Master Association, to (a) subdivide or re subdivide the portions of the Added Property owned by Master Declarant or Neighborhood Builder, (b) complete or modify Improvements in the Master Common Area, or in any portion of the Added Property that is owned or leased solely or partially by Master Declarant or Neighborhood Builder, (c) alter Improvements and construction plans and designs, (d) modify (with Master Declarant's prior written consent and all required County approvals) the development plan for the Added Property, including designating and redesignating Phases, and constructing dwellings of larger or smaller sizes, values, and of different types, (e) modify, extend, postpone or terminate the annexation of any or all of the Added Property, or the completion of the development in the Added Property for any purpose, including changed economic conditions, changes in business plans or other factors determined by Master Declarant in its sole discretion, and (f) construct additional or different Improvements, all as Master Declarant considers advisable in the course of development of the Community. Master Declarant or Neighborhood Builder may temporarily erect barriers, close off and restrict access to portions of the Added Property as reasonably necessary to allow the exercise of the rights reserved in this Section so long as an Owner's vehicular and pedestrian access to the Owner's Lot is not eliminated.

8.2. **Sales and Marketing Rights in the Added Property**. Master Declarant and Neighborhood Builder shall have the following rights related to sales and marketing, all of which may be exercised by Master Declarant or Neighborhood Builder (with Master Declarant's consent). The rights reserved to Neighborhood Builder in this Section will terminate on the date of the last Close of Escrow for sale by Neighborhood Builder of a Lot in the Added Property under authority of a Final Subdivision Public Report, but shall continue in effect for Master Declarant until Master Declarant no longer owns any portion of the Community or Annexable Property. The rights reserved under this Supplemental Declaration include the right to install and maintain such structures, displays, signs, billboards, flags and sales offices in the Added Property, and the right to use any land, Lots or mobile homes owned or leased by Master Declarant or a Neighborhood Builder in the Added Property for model home purposes, or for the operation of real estate sales offices or leasing offices, all as may be reasonably necessary to conduct the business of completing construction and disposing of the Lots in the Added Property by sale, resale, lease or otherwise.

8.3. **Creating Additional Easements in the Added Property**. At any time before the Close of Escrow for a Lot in the Added Property, Master Declarant (and Neighborhood Builder, with Master Declarant's prior written consent) reserves the right to establish on that Lot additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as Master Declarant or Neighborhood Builder,

as applicable, determines are reasonably necessary to the proper development and disposal of the Added Property, the Community, and the Annexable Property.

8.4. **Architectural Rights and Exemptions**. Master Declarant, and any Person to whom Master Declarant may assign all or a portion of its rights as Master Declarant, and Neighborhood Builder need not seek or obtain Design Review Committee approval of any Improvements constructed anywhere in the Added Property by Master Declarant or Neighborhood Builder.

8.5. **Master Declarant and Neighborhood Builder Exemptions**. Master Declarant, and any Person to whom Master Declarant may assign all or a portion of its rights as Master Declarant, and Neighborhood Builder are exempt from the application of the use restrictions in the Master Declaration and from all other restrictions on the use and enjoyment of real property and all maintenance covenants that are established for Owners under the Master Declaration or this Supplemental Declaration, or in a Notice of Annexation, or in any other Governing Documents, except to the extent that a particular provision expressly includes Master Declarant or Neighborhood Builder among the parties covered thereby.

8.6. **Assignment of Rights**. Master Declarant may assign any or all of its rights and exemptions under this Section 8, and any other Master Declarant rights, exemptions, appointment powers, veto powers or easements in the Governing Documents to any successor in interest to any portion of Master Declarant's interest in the Community by a Recorded written assignment.

8.7. **Amendment**. No amendment may be made to this Section 8 without the prior written approval of Master Declarant.

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 under authority of a Final Subdivision Public Report issued by the California Department of Real Estate, this Supplemental Declaration may be unilaterally amended or terminated by a written instrument executed and recorded by Master Declarant (and with Master Declarant's prior written consent, the Neighborhood Builder, if Neighborhood Builder owns any or all of the Added Property). After the first conveyance of a Lot in the Added Property to an Owner, and for so long as Master Declarant or Neighborhood Builder owns any portion of the Added Property) this Supplemental Declaration may be amended by Master Declarant and Neighborhood Builder, without the consent of the Master Association, to (a) correct typographical errors or omissions in this Supplemental Declaration or exhibits, (b) include missing exhibits or correct erroneous exhibits, (c) conform this Supplemental Declaration 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, (d) conform to applicable law, and (e) conform any Exhibit to the as-built locations, dimensions, numbers, or types 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 in this Supplemental Declaration or 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. **COUNTY-REQUIRED PROVISIONS.** This Section is added to this Supplemental Declaration to satisfy the Conditions of Approval for Tract No. 37646. When the term ***"common area"*** is used in this Section 13, it means Master Common Area. When the term ***"Declaration"*** is used in this Section 13, it means this Supplemental Declaration. When the term ***"Master Association Rules and Regulations"*** is used in this Section 13, it means the Rules and Regulations.

13.1. Notwithstanding any provision in this Supplemental 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*** 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 Supplemental 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 Supplemental Declaration and the Articles of Incorporation, the Bylaws, or the Master Association Rules and Regulations, if any, this Supplemental Declaration shall control.

14. **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.

15. **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.

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 1-53, inclusive, and Lot 56 OF TRACT NO. 37646)]

DATED: August 3, 2020

MASTER DECLARANT:

RIVERSIDE MITLAND 03 LLC,
a Delaware limited liability company

By: _____

Print Name: William B. Seith

Title: Secretary

By: _____

Print Name: Nicole Burdette

Title: President

[Notary Acknowledgements on Following Pages]

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 August 3, 2020, before me, Meagan Knecht, Notary Public
(here insert name and title of the officer)

personally appeared William B. Seith & Nicole Burdette,

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

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 29, 2023

(Seal)

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 _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

(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:

> Lot 56 of Tract No. 37646), 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 #37646

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

MASTER COMMON AREA

NORTH

NTS
04/14/20

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

EXHIBIT 'B-1'

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
SPENCER'S CROSSING TRACT #37646

LMD AREAS IN THE ADDED PROPERTY

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

OPEN SPACE AND LANDSCAPE MAINTENANCE, TRAIL MAINTENANCE & ENTRY MONUMENTS FOR VALLEY-WIDE RECREATION AND PARK DISTRICT.

ENTRY WALL MONUMENT

ENTRY PILASTER MONUMENT

NORTH

NTS
04/14/20

EXHIBIT C-1
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)

EXHIBIT 'C-1'

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

FOR

SPENCER'S CROSSING TRACT #37646

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

NORTH

NTS
04/14/20

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

SHARED DRIVEWAY EASEMENTS IN THE ADDED PROPERTY

EXHIBIT 'D-1'

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

FOR

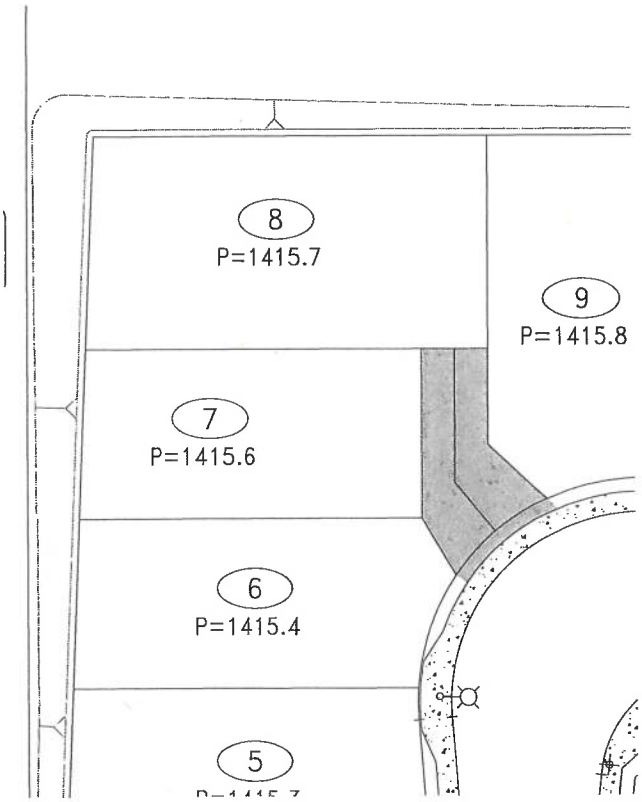
SPENCER'S CROSSING TRACT #37646

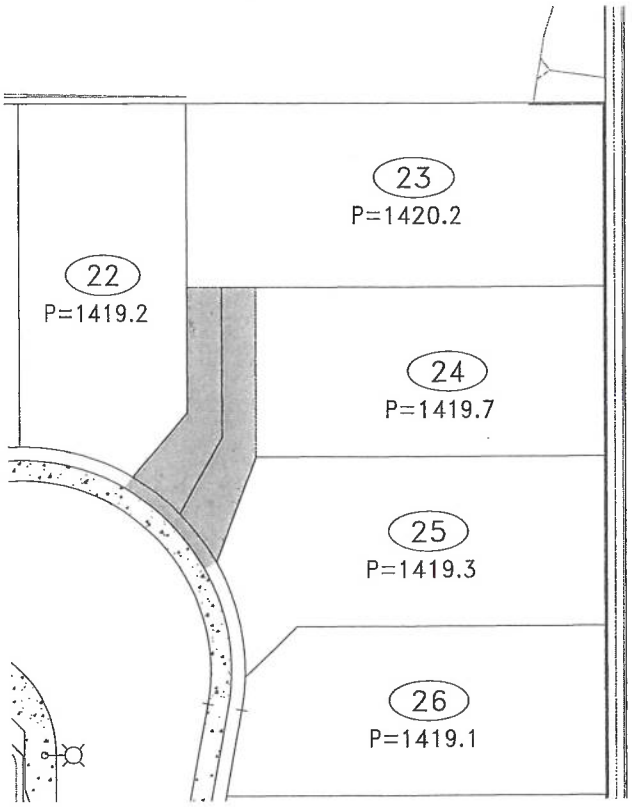
SHARED DRIVEWAY EASEMENT IN THE ADDED PROPERTY

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

SHARED DRIVEWAY LEGEND

SHARED DRIVEWAY EASEMENT AREA





NTS
04/14/20

FOR RECORDER'S USE ONLY UPDATED 10/21/20 FOR RECORDER'S USE ONLY

RIVERSIDE COUNTY RECORDER

RECORDING DATE :

NUMBER

DOCS

DPS

CHICAGO TITLE

EXAMINER

FOR RECORDER'S USE ONLY FOR RECORDER'S USE ONLY

Documents will be recorded in the order submitted

Theresa Robertson (619) 521-3552 P54

DOCUMENT NUMBER	ORDER NUMBER	FEES	DOC	MISC.
1	106050		CCR	
2	11		TRACT MAP	
3			37646	
4				
5				
6				
7				
8				
9				
10				
11	# 11	mylar	copy	
12			needed	
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY

FEES TRANSFER TAX

RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY RECORDER'S USE ONLY

Recorded at the Request of:
CHICAGO TITLE COMPANY

When Recorded Mail to:

Chicago Title
2365 Northside Drive, Suite 600
San Diego, CA 92108

TRACT NO. 37646

SUBDIVISION GUARANTEE

Chicago Title Company

Builders Services Division
2365 Northside Drive, Suite 600, San Diego, CA 92108 (619) 521-3400

SUBDIVISION GUARANTEE

Order No.: 00106050-996-RT4

Subdivision Map of:
Tract No: 37646
Consisting of 6 Sheet(s)

Dated: October 16, 2020 at 7:30 am

Issued for the benefit and protection of the County of Riverside and any City within which said subdivision is located.

After an examination of the Public Records which, under the recording laws, impart constructive notice of matters affecting the title to the land hereinafter described,

CHICAGO TITLE INSURANCE COMPANY
a Missouri corporation

hereby guarantees, for the benefit of said county and city, in a sum not to exceed $10,000.00, that as shown by said records the only parties having any record title interest in said land, and whose signatures are or may be required, under the requirements of the Subdivision Map Act of said land and offering for dedication any streets roads, avenues and other easements offered for dedication by said Subdivision Map are as set forth in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issuing Office:
2365 Northside Drive, Suite 600
San Diego, CA 92108

President

Countersigned by:

Secretary

Title Officer

SCHEDULE A

The map hereinbefore referred to is a subdivision of:

SEE ATTACHED EXHIBIT A

The parties hereinbefore referred to are:

OWNERS:

RIVERSIDE MITLAND 03 LLC, a Delaware a limited liability company

TRUST DEED HOLDERS:

NONE

END OF SCHEDULE A

EXHIBIT A

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

TRACT NO. 37646

BEING A SUBDIVISION OF LOT 178 OF TRACT MAP 37053, FILED IN BOOK 469, PAGES 47-61, INCLUSIVE OF MAPS, ALL IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

END OF EXHIBIT A