

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



ITEM: 2.2
(ID # 15045)

MEETING DATE:
Tuesday, May 18, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Parcel Map 35671-1 a Schedule "E" Subdivision in the Harvest Valley/Winchester area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreement for Final Parcel Map 35671-1 as approved by County Counsel;
2. Approve the Final Parcel Map; and
3. Authorize the Chairwoman of the Board to sign the Improvement Agreements, Lien Agreement and Final Parcel Map 35671-1.

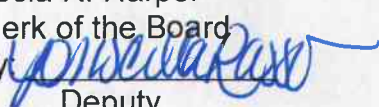
ACTION:Consent


Mark Lancaster, Director of Transportation 4/27/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: May 18, 2021
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

Final Parcel Map 35671-1 was approved by the Board of Supervisors on April 28, 2009 as Agenda Item 16.2. Final Parcel Map 35671-1 is a 9.80 acre subdivision creating 4 commercial lots in the Winchester area. This is the first phase of two phases. 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 parcel map.

Rancon Winchester Valley 85, LLC, desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted a Lien Agreement and Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

PM 35671-01 \$1,362,500 for the completion of road and drainage improvements.

PM 35671-01 \$2,500 for the completion of the water system.

PM 35671-01 \$2,500 for the completion of the sewer system.

PM 35671-01 \$10,260 for the completion of the monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

PM 35671-01 Vicinity Map

PM 35671-01 Improvement Agreements

PM 35671-01 Lien Agreements

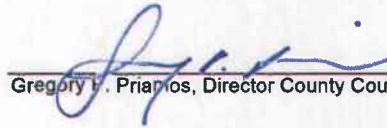
PM 35671-01 Mylars

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



Jason Farin, Principal Management Analyst

5/10/2021



Gregory V. Priamos, Director County Counsel

4/28/2021

**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 Rancon Winchester Valley 85, 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 Parcel Map 35671-1, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and to furnish all labor, equipment and materials necessary to perform and complete construction within 48 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One Million Three Hundred Sixty Two Thousand Five Hundred and no/100 Dollars (\$1,362,500.00).

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

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

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

SIXTH: Contractor, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Rancon Winchester Valley 85, LLC 41391 Kalmia Street, Ste. 200 Murrieta, CA 92562

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

Rancon Winchester Valley 85, LLC
A California limited liability company

By 

Print Name: Daniel L. Stephenson

Title: Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On DECEMBER 28, 2020 before me, CINDY R. SMITH, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L. STEPHENSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel

KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By Michelle Russo
Deputy

APPROVED AS TO FORM

County Counsel
By [Signature]

Revised 09/01/2020

**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 Rancon Winchester Valley 85, 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 Parcel Map 35671-1, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two Thousand Five Hundred and no/100 Dollars (\$2,500.00)**.

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 or other security guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

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

SIXTH: Contractor, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a 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.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Rancon Winchester Valley 85, LLC 41391 Kalmia Street, Ste.200 Murrieta, CA 92562

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

Rancon Winchester Valley 85, LLC
A California limited liability company

By 

Print Name: Daniel L. Stephenson

Title: Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On DECEMBER 25, 2020 before me, Cindy R Smith, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel C Stephenson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Cindy R Smith
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By Michelle Rasso
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

**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 Rancon Winchester Valley 85, 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 Parcel Map 35671-1, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and cause to have constructed within 48 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 Thousand Five Hundred and no/100 Dollars (\$2,500.00).

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 or other security guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every

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

SIXTH: Contractor, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other security prescribed by 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, in all cases other than where a lien agreement is used, a 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 other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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.

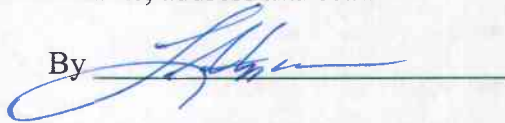
TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Rancon Winchester Valley 85, LLC 41391 Kalmia Street, Ste. 200 Murrieta, CA 92562

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

By 
Print Name: Daniel L. Stephenson
Title: Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On December 25, 2020 before me, Cindy R Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L. STEPHENSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer's Name: _____

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

Signer is Representing: _____

Signer is Representing: _____

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS
ATTEST:

KECIA R. HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

**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 Rancon Winchester Valley 85, 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 **Parcel Map 35671-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** 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, his 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 **Ten Thousand Two Hundred Sixty and no/100 Dollars (\$10,260.00)**.

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond or other security, 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 him 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 other security with good and sufficient sureties or increase the amount of said bonds or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a good and sufficient security 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.

SEVENTH: 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, he 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 his 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, his 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.

EIGHTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

NINTH: 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.

TENTH: 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	Rancon Winchester Valley 85, LLC 41391 Kalmia Street, Ste. 200 Murrieta, CA 92562

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

Rancon Winchester Valley 85, LLC
A California limited liability company

By 

Print Name: Daniel L. Stephenson

Title: Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE

On DECEMBER 28, 2020 before me, CINDY R SMITH, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L. STEPHENSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

**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 05/19/2021	
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 <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)	
	Item No 2.2 Board of Supervisors Meeting 05/18/2021					
	Final Parcel Map No 35671-1 - Sched E					
	Subdivision of Portion Parcel 2 of Lot Line Adjustment No 4476 Section 32 T5S R2W					
	SBM with Lien Agreement & CC&Rs - District 3					
21. RECORDS RECEIVED BY: <i>Ferdinando R</i>			30. REMARKS			
22. TITLE ACR		23. RECEIVED VIA: Courier		2021 05 19 10:24 P/S Sm		
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:			

ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE MAP THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS REQUIRED FOR THIS SUBDIVISION MAP AS SHOWN WITHIN THE

BEING BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC ACCESS ALONG DOMENIGONI PARKWAY. THE OWNERS INCLUDING, ABUTTING THIS HIGHWAY AND DURING SUCH ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, (X-FOOT) ACCESS OPENING FOR PARCEL 2, AS SHOWN ON THE MAP OR WIDTH THAT RESULTS IN THE VACATION OF THIS DEDICATION AS TO THE PART VACATED.

RECIPROCAL ACCESS EASEMENT OVER PARCELS 1 THROUGH 4, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, AND WITHIN THIS PARCEL MAP.

785, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

Don M. Maresik

RECORDER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE SIGNATURE OF THE PERSON WHOSE NAME IS LISTED AS THE SIGNER OF THIS DOCUMENT IS TRUE, ACCURATE, AND VALIDITY OF THAT DOCUMENT.

AGENT

Matthew Jennings, 2021 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

AND BASIS OF SATISFACTORY EVIDENCE TO BE THE THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ITS OWN CAPACITY AND THAT BY HIS/HER/THEIR INSTRUMENT THE PERSON(S), OR THE ENTITY(IES) PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SEAL

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

PARCEL MAP NO. 35671-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4476, RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783794, PERFECTED PER GRANT DEED RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783795, EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED AUGUST 17, 2004 AS INSTRUMENT NO. 2004-0645050, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN

Michael Baker
INTERNATIONAL
AUGUST 2019

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$27,700.00.

DATE: March 29, 2021.
Matthew Jennings
SAN BERNARDINO COUNTY TAX COLLECTOR
BY: *Sharon Kofsky* DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$27,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: March 29, 2021.
CASH OR ~~SURETY~~ BOND
Matthew Jennings
SAN BERNARDINO COUNTY TAX COLLECTOR
BY: *Sharon Kofsky* DEPUTY

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPING OF CALIFORNIA. I HEREBY STATE THAT ALL OF THE POSITIONS INDICATED, OR THAT THE MONUMENT AGREEMENT FOR THE SURVEY TO BE SUBSTANTIALLY CONFORMS TO THE APPROVED MAP.

DATE: JANUARY 7, 2021.
John R. Duquette
JOHN R. DUQUETTE, PLS 7566
EXPIRES 12-31-2022

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE CALIFORNIA SUBDIVISION MAP ACT AND THE REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPING OF CALIFORNIA. I HEREBY STATE THAT THIS MAP CONFORMS TO THE REQUIREMENTS OF THE CALIFORNIA SUBDIVISION MAP ACT AND THE REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPING OF CALIFORNIA. I HEREBY STATE THAT THIS MAP CONFORMS TO THE REQUIREMENTS OF THE CALIFORNIA SUBDIVISION MAP ACT AND THE REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPING OF CALIFORNIA.

DATE: 4-28, 2021.
[Signature]
DAVID L. MONTGOMERY

By: Sharon Kayne DEPUTY

BOND CERTIFICATE

REBY CERTIFY THAT A BOND IN THE SUM OF \$27,700.00 HAS BEEN EXECUTED AND D WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, ITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE NG OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF RVISORS.

Parol 29 2021

OR SURETY BOND Matthews Jennings COUNTY TAX COLLECTOR

Sharon Kayne DEPUTY

INDONMENT NOTE

UNT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE OVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE OWING:

CERTAIN EASEMENT FOR SLOPE PURPOSES RECORDED AUGUST 17, 2004 AS INSTRUMENT 2004-0645051 OF OFFICIAL RECORDS WITHIN THE BOUNDARY OF THIS MAP.

CERTAIN EASEMENT FOR DRAINAGE PURPOSES RECORDED AUGUST 17, 2004 AS RUMENT NO. 2004-0645052 OF OFFICIAL RECORDS WITHIN THE BOUNDARY OF THIS MAP.

CERTAIN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES RECORDED DECEMBER 2006 AS INSTRUMENT NO. 2006-0934608 OF OFFICIAL RECORDS WITHIN THE BOUNDARY HIS MAP.

CERTAIN IRREVOCABLE OFFER OF DEDICATION FOR FLOOD CONTROL AND DRAINAGE SES RECORDED JULY 25, 2007 AS INSTRUMENT NO. 2007-0481878 OF OFFICIAL ROS WITHIN THE BOUNDARY OF THIS MAP.

CERTAIN EASEMENT FOR DRAINAGE PURPOSES RECORDED AUGUST 8, 2007 AS RUMENT NO. 2007-0510604 OF OFFICIAL RECORDS WITHIN THE BOUNDARY OF THIS MAP.

NATURE OMISSION

ANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS SEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

UNITED STATES OF AMERICA HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN AMENT RECORDED FEBRUARY 25, 1915 IN BOOK 6 OF PATENTS, PAGE 364. (NOT PLOTTABLE)

N WINCHESTER VALLEY 65, AND SUCCESSORS IN INTEREST, HOLDER OF EASEMENTS AS DISCLOSED IN A ENT ENTITLED "SLOPE AGREEMENT AND GRANT OF EASEMENTS", RECORDED MARCH 7, 2007 AS AMENT NO. 07-0137229 OF O.R. (CAN NOT BE LOCATED FROM RECORD)

SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: JANUARY 7, 2021

John R. Duquette JOHN R. DUQUETTE, P.S. 7566 EXPIRES 12-31-2022



COUNTY SUPERVISOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 35671 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISOR'S ON 4/12/1909, THE EXPIRATION DATE BEING 4/12/2021, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 4-28, 2021

David L. McMillan DAVID L. McMILLAN COUNTY SUPERVISOR L.S. NO. 8488 EXPIRES 12-31-2022



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP.

DATE: May 18, 2021.

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: Kecia Harper KECIA HARPER CLERK OF THE BOARD OF SUPERVISORS

BY: Kathleen S. Spangolis CHAIRMAN Board of Supervisors

BY: Sharon Kayne, DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK/WINCHESTER/NORTH HEMET AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER IF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

WHEN RECORDED PLEASE RETURN TO:

RECORDING REQUESTED BY:

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

FOR THE BENEFIT OF THE COUNTY

LIEN AGREEMENT

As Subdivision Improvement Security for Parcel Map 35671-1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

MAY 18 2021 2.2

RECORDED AS A BENEFIT
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this _____ day of _____, by and among the County of Riverside, a political subdivision of the State of California ("County") and _____ Rancon Winchester Valley 85, LLC ("Owner").

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Parcel Map 35671-1** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.

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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in

place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits, substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

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

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

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

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

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

II. County's Performance and Obligations

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

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

III. Effect of Lien Agreement

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

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

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

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

IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

V. County's Remedies

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

A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Improvements, and all Fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by County with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this

Lien Agreement and the intentions of the parties.

E. **Governing Law.** This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

F. **Headings.** The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

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

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

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

COUNTY OF RIVERSIDE ("COUNTY")

By: Karen S. Spiegel
Chairman, Board of Supervisors
KAREN SPIEGEL

ATTEST:

KECIA HARPER,
Clerk of the Board

By: Yessica Rosso
Deputy

Please see attached signature block ("OWNER")

By: _____

By: _____

APPROVED AS TO FORM

County Counsel

By: [Signature]

SIGNATURE BLOCK FOR LIEN AGREEMENT
PARCEL MAP 35671-1

RANCON WINCHESTER VALLEY 85, LLC
a California limited liability company

BY:


Daniel L. Stephenson

ITS: Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of RIVERSIDE }
On DECEMBER 28, 2020 before me, CINDY R SMITH, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared DANIEL C. STEPHENSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cindy R. Smith
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A

Exhibit "A"

Please Complete This Information
Recording Requested By:

DOC # 2010-0602529
12/15/2010 01:59P Fee:39.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

And When Recorded Mail To:

Rancon Winchester Valley



85, LLC

41391 Kalmia St. Ste 200

Murrieta, CA 92562

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			9						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									013

39

Grant Deed In Lieu Of Foreclosure

Title of Document,

TRA:

DTT: ~~0~~ NO CONSIDERATION

APN:



The undersigned grantor declares:

The grantee herein was ~~was~~ not the foreclosing beneficiary:

The amount of the unpaid debt together with costs was: \$ 2,100,050.⁰⁰

The amount paid by the grantee at the trustee sale was: \$ 0

The documentary transfer tax is: \$ 0

Said property is in the city of: _____, county of Riverside

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)



Recording Requested By:
First American Title - NHS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Rancon Winchester Valley 85, LLC

MAIL TAX STATEMENTS TO:

Rancon Winchester Valley 85, LLC
41391 Kalmia Street, Suite 200
Murrieta, CA 92562

3625433-07

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

GRANT DEED IN LIEU OF FORECLOSURE



The undersigned declares:

Documentary Transfer Tax: None \emptyset NO CONSIDERATION
pursuant to Section 11932 of the
California Revenue and Taxation Code

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WR MARKETPLACE, LLC, a Delaware limited liability company ("Grantor"), hereby grants to Rancon Winchester Valley 85, LLC, a California limited liability company, as to an undivided 85.66% interest, and John P. King, Jr., Trustee of the John P. King, Jr. Retirement Plan Trust, as to an undivided 14.34% interest (collectively, "Grantee"), that certain real property located in the City of Menifee, County of Riverside, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

This deed is an absolute conveyance made by Grantor in consideration of Grantee's agreement not to bring or prosecute any suit or otherwise take any action against Grantor to collect amounts owing on a loan secured by that certain Deed of Trust, Assignment of Rents and Security Agreement, encumbering the Property, dated February 27, 2007, executed by Grantor, as Trustor, in which Rancon Winchester Valley 85, LLC is named as Beneficiary, and First American Title Company is named as Trustee, and recorded on March 7, 2007, as Document Number 2007-0157228 in the Official Records of Riverside County, California (the "Deed of Trust").

Grantor declares that this conveyance was freely and fairly made in consideration of such covenant not to sue (and is not a conveyance for security purposes), and that there are no agreements, oral or written, except as contained in this deed, with respect to the property.

The interest of Grantee upon effectuation of the conveyance provided in this deed shall not merge with the interest of Grantee under the Deed of Trust, but shall be and remain at all times separate and distinct (until such time as Grantee shall direct the Trustee under the Deed of Trust to reconvey the liens evidenced thereby), notwithstanding any unity or commonality of interest in Grantee, and the Deed of Trust shall be and remain at all times a valid and continuous lien on the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 30th day of November, 2010.

GRANTOR:

WR MARKETPLACE, LLC, a Delaware
limited liability company

By:


Mark C. Frost, Manager

State of California)

)
County of _____)

On November __, 2010, before me, _____, personally appeared Mark C. Frost, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

"See Attached"

ACKNOWLEDGMENT

State of California
County of Orange

On December 1, 2010 before me, Blanca E. Rodriguez, Notary Public,
(insert name and title of the officer)

personally appeared Mark C. Frost,
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 Blanca E. Rodriguez (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4776 AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783794 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 7, 8 AND 9 OF PARCEL MAP NO. 11,085 AS SHOWN BY MAP ON FILE IN BOOK 104 OF PARCEL MAPS AT PAGES 56 THROUGH 58, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 7, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT "F" (PATTON AVENUE, 50.00 FEET IN HALF WIDTH) OF SAID PARCEL MAP NO. 11,085;

THENCE SOUTH 8933'22" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 7, A DISTANCE OF 378.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0446'31" EAST, A DISTANCE OF 55.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 600.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3629'09", AN ARC DISTANCE OF 382.08 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 4844'20" EAST;

THENCE SOUTH 4240'01" WEST, A DISTANCE OF 270.92 FEET;

THENCE SOUTH 8933'29" WEST, A DISTANCE OF 1327.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 9;

THENCE NORTH 0204'14" WEST ALONG SAID WESTERLY LINE OF PARCEL 9, A DISTANCE OF 70.43 FEET TO AN ANGLE POINT THEREON, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT "C" (LEON ROAD, 50.00 FEET IN HALF WIDTH) OF SAID PARCEL MAP;

THENCE NORTH 0252'35" EAST ALONG SAID WESTERLY LINE OF PARCEL 9, A DISTANCE OF 506.89 FEET TO AN ANGLE POINT THEREON;

THENCE NORTH 4612'58" EAST, A DISTANCE OF 34.32 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 9, SAID POINT BEING ON THE SOUTHERLY LINE OF LOT "D" (PATTON AVENUE) OF SAID PARCEL MAP;

THENCE NORTH 8933'22" EAST ALONG SAID NORTHERLY LINE OF PARCEL 9 AND ALONG THE NORTHERLY LINE OF SAID PARCELS 8 AND 7, A DISTANCE OF 1311.59 FEET TO THE TRUE POINT OF BEGINNING.

APN: 461-190-082-1

EXHIBIT B1

EXHIBIT A TO DEED IN LIEU OF FORECLOSURE

ESTOPPEL AFFIDAVIT

State of California)
) ss.
County of)

Date:

Mark C. Frost, being first duly sworn, each for himself, depose and says: That he is the Manager, respectively, of WR Marketplace LLC, a Delaware limited liability company which made, executed and delivered that certain Deed in Lieu of Foreclosure to Rancon Winchester Valley 85, LLC a California limited liability company, as to an undivided 85.66% interest and John P. King, Jr., Trustee of the John P. King, Jr. Retirement Plan Trust, as to an undivided 14.34% interest dated November 30, 2010 ("Deed"), conveying the following described real property in the City of Menifee, County of Riverside, State of California, to-wit (the "Property"):

AS DESCRIBED IN EXHIBIT B ATTACHED HERETO.

That the affiant(s) make this affidavit for and on behalf of the Limited Liability Company pursuant to WR Marketplace, LLC Operating Agreement;

That the Deed is intended to be and is an absolute conveyance of the title of the Property to the grantee(s) named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the Limited Liability Company, as grantor in the Deed to convey, and by the Deed the Limited Liability Company did convey, to the grantor(s) named therein all its right, title and interest absolutely in and to the Property; that possession of Property has been surrendered to the grantee(s);

That, in the execution and delivery of the Deed, the Limited Liability Company was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

That the consideration for the Deed was and is payment to the Limited Liability Company of the sum of \$0.00 ("Consideration"), by grantee(s), and the full cancellation of all debts, obligations, costs, and charges secured by that certain Deed of Trust heretofore existing on the Property executed by WR Marketplace LLC, a Delaware limited liability company, as Trustor(s), to First American Title Company, as Trustee, for Rancon Winchester Valley 85, LLC a California limited liability company, as Beneficiary, dated February 28, 2007 and recorded March 7, 2007 as Instrument No. Instrument No. 2007-0157228 of Official Records of Riverside County, California ("Deed of Trust"), and the reconveyance of the Property under the Deed of Trust; that at the time of making the Deed, affiant(s) as Manager of the Limited Liability Company, believed and now believe that the Consideration represents the fair value of the Property so deeded;

This Affidavit is made for the protection and benefit of the grantee(s) in the Deed, his/her/their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and particularly for the benefit of First American Title Insurance Company, which is about to insure the title to the Property in reliance thereon, and any other title company which may hereafter insure the title to the Property;

**EXHIBIT A TO DEED IN LIEU OF FORECLOSURE
ESTOPPEL AFFIDAVIT - continued**

That affiant(s), and each of them, will testify, declare, depose or certify before any competent tribunal, office, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts set forth herein;

That affiant(s) have executed this Affidavit as individuals, and also for and on behalf of the **Limited Liability Company** pursuant to **Operating Agreement**.

Affiant(s):

WR Marketplace LLC

By: *Mark C. Frost*

Mark C. Frost _____

Manager _____

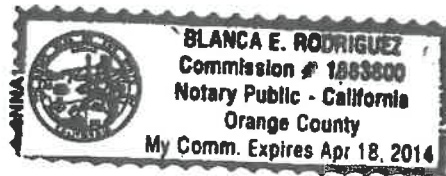
By: _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th day of December, 20 10, by Mark C. Frost, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Blanca E. Rodriguez* (Seal)



State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

EXHIBIT B TO DEED IN LIEU OF FORECLOSURE

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4776 AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783794 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 7, 8 AND 9 OF PARCEL MAP NO. 11,085 AS SHOWN BY MAP ON FILE IN BOOK 104 OF PARCEL MAPS AT PAGES 56 THROUGH 58, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 7, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT "F" (PATTON AVENUE, 50.00 FEET IN HALF WIDTH) OF SAID PARCEL MAP NO. 11,085;

THENCE SOUTH 89°33'22" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 7, A DISTANCE OF 378.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 04°46'31" EAST, A DISTANCE OF 55.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 600.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°29'09", AN ARC DISTANCE OF 382.08 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 48°44'20" EAST;

THENCE SOUTH 42°40'01" WEST, A DISTANCE OF 270.92 FEET;

THENCE SOUTH 89°33'29" WEST, A DISTANCE OF 1327.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 9;

THENCE NORTH 02°04'14" WEST ALONG SAID WESTERLY LINE OF PARCEL 9, A DISTANCE OF 70.43 FEET TO AN ANGLE POINT THEREON, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT "C" (LEON ROAD, 50.00 FEET IN HALF WIDTH) OF SAID PARCEL MAP;

THENCE NORTH 02°52'35" EAST ALONG SAID WESTERLY LINE OF PARCEL 9, A DISTANCE OF 506.89 FEET TO AN ANGLE POINT THEREON;

THENCE NORTH 46°12'58" EAST, A DISTANCE OF 34.32 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 9, SAID POINT BEING ON THE SOUTHERLY LINE OF LOT "D" (PATTON AVENUE) OF SAID PARCEL MAP;

THENCE NORTH 89°33'22" EAST ALONG SAID NORTHERLY LINE OF PARCEL 9 AND ALONG THE NORTHERLY LINE OF SAID PARCELS 8 AND 7, A DISTANCE OF 1311.59 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Exhibit "B"

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK FEE CALCULATION SHEET**

Sht. 1 of 14

PARCEL MAP OR TRACT NO. PM 35671-1 DATE 10/15/2020

PP, CU, PU, MS OR VL NO. IP 200040 BY: Frank Artiga

<u>IMPROVEMENTS</u>	<u>FAITHFUL PERFORMANCE SECURITY</u> (100% of Estimated Construction Costs)	<u>MATERIAL & LABOR SECURITY</u> Estimated Construction
---------------------	--	--

<u>STREETS/DRAINAGE</u>	<u>\$232,500</u>				
<u>FLOOD CONTROL *</u>	<u>\$1,130,000</u>	=	<u>\$1,362,500.00</u>		<u>\$681,250.00</u>
<u>WATER DISTRICT</u>	<u>EMWD</u>		<u>\$2,500.00</u>		<u>\$1,250.00</u>
<u>SEWER DISTRICT</u>	<u>EMWD</u>		<u>\$2,500.00</u>		<u>\$1,250.00</u>
<u>TOTAL</u>			<u>\$1,367,500.00</u>		<u>\$683,750.00</u>
Warranty Retention (10%)			<u>\$136,750.00</u>		

DESIGN ENGINEERS CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate the improvements required to construct the above project and the mathematical extensions using County's unit costs are accurate for determining bonding costs.

Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Frank Artiga

Signature _____ Date 10/15/2020

Frank A. Artiga
Name Printed



Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans. Unit costs to be as provided "Riverside County Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond amounts are 50% of Performance Bond Amounts. ** 100% for Flood Control Items
3. For Construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost to use that cost. If Riverside County unit Costs are determined to be too low the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 2 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
Roadway Evcavation				
	C.Y. 1.	Projects with a Grading Plan	\$20.00	\$0
		Area x 0.50' (hinge point to hinge point)		\$0.00
	2.	Projects without a Grading Plan		\$0.00
		(Road area and side slopes to daylight		\$0.00
	Cut (c)=	Fill (f)=		\$0.00
	C.Y. (c or f)	(a.) Excavate and Fill	\$0.40	\$0.00
	C.Y. (c-f)	(b.) Excavate and Export	\$1.10	\$0.00
	C.Y. (f-c)	(c.) Import and Fill	\$2.80	\$0.00
		If balance provide (a.) only, either cut or fill		\$0.00
		If export, provide (a.)&(b) a= fill, b= cut-fill		\$0.00
		If import, provide (a)&(c), a = cut, c = fill-cut		\$0.00
		(Unit costs for (a), (b), & © are 20% of actual		\$0.00
		Costs to assure that work will be corrected to		\$0.00
		Eliminate hazardous conditions.)		\$0.00
	865	L.F Sawcut Exist. A.C. Pavement	\$1.00	\$865.00
		S.F Cold plane A.C. Pavement	\$0.50	\$0.00
		S.Y.Grinding A.C, in Place	\$0.60	\$0.00
		S.Y.Remove A.C. Pavement	\$0.60	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 3 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
865	L.F	Remove Curb and Gutter	\$18.00	\$15,570
	L.F	Remove A.C. Dike	\$3.00	\$0.00
	S.F	Remove Driveway	\$5.00	\$0
	EA.	Relocate Mailbox	\$250.00	\$0.00
	L.F	Remove Chain Link Fence	\$7.50	\$0.00
	L.F	Remove Barricade	\$10.00	\$0.00
241	Ton	Asphalt Concrete (6,302 S.F.)	\$90.00	\$21,690
		(144 lbs/cu.ft.)		\$0.00
152	C.Y.	Agg Base Class II (6,302 S.F.)	\$50.00	\$7,600
1.0	Ton	Asph. Emulsion (Fog Seal/Paint Binder)	\$600.00	\$600.00
		(1 ton = 240 gals) (S.F)		\$0.00
		Apply at 0.05 +0.03 = 0.08 gal/SY		\$0.00
	S.F	A.C Overlay (min. 0.10') (S.	\$0.90	\$0.00
	L.F	Curb and Gutter (Type A-6)	\$10.00	\$0
806	L.F	Curb and Gutter (Type A-8)	\$12.00	\$9,672
	L.F	Type "C" Curb	\$10.00	\$0.00
	L.F	Type "D-1" Curb	\$10.00	\$0.00
	L.F	Type "D" Curb	\$15.00	\$0
	L.F	A.C Dike (6") (incl. Material & labor)	\$8.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 4 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	A.C Dike (8") (incl. Material & labor)	\$10.00	\$0.00
	S.F	P.C.C. Cross Gutter and Sprandrels	\$10.00	\$0
7,206	S.F	P.C.C. Sidewalk	\$6.00	\$43,236
525	S.F	P.C.C. Drive Approach	\$8.00	\$4,200
	S.F	P.C.C. Dip Section Std. 307	\$6.00	\$0.00
1	EA.	Handicapped Access Ramp	\$1,500.00	\$1,500
	C.Y.	Structural Reinforced Concrete	\$400.00	\$0.00
	L.F	Barricades	\$100.00	\$0
	L.F	Metal Beam Guard Railing	\$35.00	\$0.00
		Utility Trench, one side (Edison, Telephone,		
	L.F	Cable) (total length of streets)	\$10.00	\$0
	L.F	Chain Link Fence (6')	\$15.00	\$0.00
	L.F	Relocate Fence	\$12.00	\$0.00
	EA.	Pipe Gate	\$1,000.00	\$0.00
	EA.	Relocate Power Pole	\$10,000.00	\$0
	EA.	Street Lights (including conduit)	\$5,000.00	\$0
	EA.	Concrete Bulkhead	\$200.00	\$0.00
	EA.	Slope Anchors for Pipes	\$300.00	\$0.00
	C.Y.	Cut off wall (Std 2')	\$400.00	\$0.00
	EA.	A.C. Overside Drain	\$500.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 5 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Under Sidewalk Drain Std 309	\$2,000.00	\$0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$2,000.00	\$0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$2,000.00	\$0.00
	S.F	Terrace Drains and Down Drains	\$6.50	\$0.00
	S.F	Interceptor Drains	\$6.50	\$0.00
	C.Y.	R.C. Box Culvert	\$400.00	\$0.00
	C.Y.	Concrete Channel	\$200.00	\$0.00
	C.Y.	Rip Rap (¼ Ton) Method B	\$40.00	\$0.00
	C.Y.	Rip Rap (½ Ton) Method B	\$45.00	\$0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$50.00	\$0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$55.00	\$0.00
	C.Y.	Grouted Rip Rap (¼ Ton) Method B	\$60.00	\$0.00
	C.Y.	Grouted Rip Rap (½ Ton) Method B	\$67.00	\$0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$75.00	\$0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$80.00	\$0.00
70	L.F	18" R.C.P.	\$60.00	\$4,200.00
	L.F	24" R.C.P.	\$70.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 6 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	30" R.C.P.	\$80.00	\$0.00
	L.F	36" R.C.P.	\$90.00	\$0.00
	L.F	42" R.C.P.	\$100.00	\$0.00
	L.F	48" R.C.P.	\$110.00	\$0.00
	L.F	54" R.C.P.	\$130.00	\$0.00
	L.F	60" R.C.P.	\$150.00	\$0.00
	L.F	18" C.S.P. Or 21" x 15" CSPA	\$40.00	\$0.00
	L.F	24" C.S.P. Or 28" x 20" CSPA	\$50.00	\$0.00
	L.F	30" C.S.P. Or 35" x 24" CSPA	\$60.00	\$0.00
	L.F	36" C.S.P. Or 42" x 29" CSPA	\$70.00	\$0.00
	L.F	42" C.S.P. Or 49" x 33" CSPA	\$80.00	\$0.00
	L.F	48" C.S.P. Or 57" x 38" CSPA	\$100.00	\$0.00
	L.F	54" C.S.P. Or 64" x 43" CSPA	\$110.00	\$0.00
	L.F	60" C.S.P. Or 71" x 47" CSPA	\$120.00	\$0.00
	EA.	Catch Basins W = 4'	\$1,700.00	\$0.00
	EA.	Catch Basins W = 7'	\$3,000.00	\$0.00
	EA.	Catch Basins W = 14'	\$6,000.00	\$0.00
	EA.	Catch Basins W = 21'	\$9,000.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 7 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basins W = 28'	\$12,000.00	\$0.00
	EA.	Type IX Inlet	\$2,500.00	\$0.00
1	EA.	Type X Inlet	\$2,500.00	\$2,500.00
	EA.	Junction Structure No.1	\$3,000.00	\$0.00
	EA.	Junction Structure No.2	\$3,000.00	\$0.00
	EA.	Junction Structure No.6	\$3,700.00	\$0.00
	EA.	Transition Structure No.1	\$12,500.00	\$0.00
	EA.	Transition Structure No.2	\$12,500.00	\$0.00
	EA.	Transition Structure No.3	\$2,700.00	\$0.00
	EA.	Manhole No.1	\$2,700.00	\$0.00
	EA.	Manhole No.2	\$3,300.00	\$0.00
	EA.	Manhole No.3	\$2,700.00	\$0.00
	EA.	Manhole No.4	\$5,000.00	\$0.00
	EA.	Adjust Water Valve (if no water plan)	\$150.00	\$0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$400.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
SINGING, STRIPING, and SIGNALS				
	S.F	Remove Traffic Stripes and Paint Marki	\$2.50	\$0.00
	EA.	Remove Sign, Salvage	\$50.00	\$0.00
	EA.	Relocate Roadside Sign	\$100.00	\$0.00
3	EA.	Street Name Sign	\$275.00	\$825.00
	EA.	Install Sign (Strap and Saddle Bucket	\$100.00	\$0.00
	EA.	Install Sign Mast Arm Hanger Method	\$100.00	\$0.00
11	EA.	Road Sign - One Post	\$250.00	\$2,750
	EA.	Road Sign - Two Post	\$400.00	\$0.00
	EA.	Object Marker - Modified Type "F" Deli	\$60.00	\$0.00
	EA.	Delineator (Class 1 Type F)	\$40.00	\$0.00
	EA.	Delineator (Class 2)	\$45.00	\$0.00
	EA.	Pavement Marker, Reflective	\$3.75	\$0.00
62	L.F	Paint Traffic Stripe (2 Coats)	\$0.30	\$18.60

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 9 of 14

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
778	L.F	4" Thermoplastic Traffic Stripe	\$0.30	\$233.40
1,226	L.F	8" Thermoplastic Traffic Stripe	\$0.60	\$735.60
60	S.F	Thermoplastic Channelizing Limit Line	\$1.50	\$90.00
		Pavement Marking	\$2.25	\$0.00
		S.F Thermoplastic Cross Walk and Pavement	\$3.00	\$0.00
		L.S. Signal and Lighting	\$130,000	\$0.00
		LANDSCAPING		\$0.00
		S.F Maintenance Walk Std 113	\$4.00	\$0.00
		S.F Colored Stamped Concrete	\$10.00	\$0.00
16	EA.	Street Trees (15 Gallon)	\$140.00	\$2,240
5,600	S.F	Landscape and Irrigation	\$4.00	\$22,400
		C.Y. Landscape Fill Material	\$27.00	\$0.00
2	EA.	Water Meter	\$7,000.00	\$14,000
		EA. Electric Meter	\$10,000.00	\$0.00
		OTHER ITEMS NOT LISTED		

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT PM 35671-1

DATE 10/15/2020

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
OTHER ITEMS NOT LISTED				

A.	Subtotal		<u>\$154,925.60</u>
B.	Administrative Contingency (25% x A)		
	NOTE: Use 25% for TR and PM		<u>\$38,731.40</u>
	Use 5% for PP, CU, PU, MS VL Cases		
C.	Streets/Drainage Total (A + B)		<u>\$193,657.00</u>

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

D.	20% x C		<u>\$38,731.40</u>
	Streets/Drainage Total (C + D)		<u>\$232,388.40</u>

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 11 of 14

PROJECT PM 35671-1

DATE 10/15/2020

WATER IMPROVEMENTS

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

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	4" Waterline	\$13.00	\$0.00
	L.F	6" Waterline	\$16.00	\$0.00
	L.F	8" Waterline	\$21.00	\$0
	L.F	10" Waterline	\$27.00	\$0.00
	L.F	12" Waterline	\$31.00	\$0
	EA.	4" Gatevalve	\$650.00	\$0.00
	EA.	6" Gatevalve	\$800.00	\$0.00
	EA.	8" Gatevalve	\$850.00	\$0
	EA.	10" Gatevalve	\$1,050.00	\$0.00
	EA.	12" Gatevalve	\$1,250.00	\$0.00
	EA.	Fire Hydrants (6") Super	\$2,500.00	\$0
	EA.	Fire Hydrants (6") Standard	\$2,300.00	\$0
	EA.	4" Misc. Fittings	\$150.00	\$0.00
	EA.	6" Misc. Fittings	\$200.00	\$0.00
	EA.	8" Misc. Fittings	\$250.00	\$0
	EA.	10" Misc. Fittings	\$280.00	\$0.00
	EA.	12" Misc. Fittings	\$320.00	\$0.00
	EA.	Blowoffs (4")	\$1,600.00	\$0

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT PM 35671-1

DATE 10/15/2020

WATER IMPROVEMENTS (Cont'd.)

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

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
2	EA.	Service Connections	\$475.00	\$950
2	EA.	Adjust Water Valve to Grade	\$200.00	\$400
	EA.	Relocation of Blowoff	\$1,000.00	\$0.00
	EA.	Air and Vacuum Valve	\$1,850.00	\$0
	EA.	Hot Tap Saddled Outlet Connection	\$1,500.00	
	LF	18" PVC Waterline	\$45.00	
	EA.	18" Gatevalve	\$2,100.00	
	EA.	18" Misc. Fittings	\$450.00	
A. Subtotal				\$1,350.00
B. Administrative Contingency (25% x A)				
NOTE: Use 25% for TR and PM				\$337.50
Use 5% for PP, CU, PU, MS VL Cases				
C. Water Total (A + B)				\$1,687.50

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN				
(ORD. 460, SEC. 10.3E)				
D. 20% x C				\$337.50
Water Total (C + D)				\$2,025.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT PM 35671-1

DATE 10/15/2020

SEWER IMPROVEMENTS

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

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	4" V.C.P.	\$15.00	\$0.00
	L.F	6" V.C.P.	\$25.00	\$0.00
	L.F	8" V.C.P.	\$30.00	\$0
	L.F	10" V.C.P.	\$35.00	\$0
	L.F	12" V.C.P.	\$40.00	\$0
	EA.	Standard Manholes	\$2,500.00	\$0
	EA.	Drop Manholes	\$4,000.00	\$0.00
	EA.	Cleanouts	\$500.00	\$0
	EA.	Sewer Y's	\$30.00	\$0.00
	EA.	Temporary End Plug	\$250.00	\$0.00
	EA.	Adjust M.H. to grade	\$500.00	\$0
0	EA.	Sewer Laterals	\$450.00	
2	EA.	Remove Sewer Stub	\$750.00	\$1,500

A. Subtotal \$1,500.00

B. Administrative Contingency (25% x A)
NOTE: Use 25% for TR and PM \$375.00
Use 5% for PP, CU, PU, MS VL Cases

C. Sewer Total (A + B) \$1,875.00

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

D. 20% x C \$375.00

Sewer Total (C + D) \$2,250.00

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLAN CHECK FEE CALCULATION SHEET

Sht. 14 of 14

PARCEL MAP OR TRACT NO. PM 35671-1 SCH. E DATE 10/15/2020

PP, CU, PU, MS OR VL NO. _____ BY: ACS Consulting, Inc.

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C From Page 7)	<u>\$232,388.40</u>
II. Water (Line C From Page 9)	<u>\$2,025.00</u>
III. Sewer (Line C From Page 10)	<u>\$2,250.00</u>

PLAN CHECK FEE CALCULATION

A. Streets/Drainage (1% x I.)	<u>\$13,943.30</u>
NOTE: Use 1% for TR Use 6% for PM Use 6.5% for PP, CU, PU, MS and VL	
B. Water and Sewer (1% x II. And III.)	<u> </u>
NOTE: Do not include for Tract Maps	
C. Total Plan Check Fee (A + B)	<u>\$13,943.30</u>

SURCHARGE FEE CALCULATION

D. Surcharge Fee (2.0% x C)	<u>\$278.87</u>
E. Total Plan Check Fee and Surcharge Fee	<u>\$14,222.17</u>

COMMENTS

MIN. DEPOSIT IS \$2,000

MINIMUM PLAN CHECK FEE REQUIREMENTS

For TR (Sch. A, B, C, D) and PM (Sch. E, F, G) - minimum \$2,000

Unit Costs 03-01-2008
Format 03-01-2008

EXHIBIT B

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
OFFICE OF THE COUNTY SURVEYOR
MONUMENT BOND COMPUTATION**

MAP # PM 35671-01 **SCHEDULE** E **MAP CHECKER** Natalia Garcia

IP # 200040

Drive Time: Hrs. to Map **Net Work Hrs./Day** **Cost per 10 Hr. Day** **Cost per Monument**

Schedule "A" through "H" Maps

0.5	9	\$2500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478

Out of town Monumentation Surveys

8		\$**	\$415
---	--	------	-------

Schedule "I" Maps

0.5	9	\$2500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960

Out of town Monumentation Surveys

8		\$**	\$830
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Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>25</u>		<u>\$342</u>		<u>120%</u>		<u>\$10,260.00</u>

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 3/21/2019

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.
** 10-hour work day, meals, and lodging for a 2 person crew, per day, in a 4-day, 40-hour work week.



RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT

October 8, 2020

Mr. Michael Muetting
 Engineering Project Manager
 Riverside County Transportation Department
 County Administrative Center
 Riverside, CA 92501

Dear Mr. Muetting:

Re: PM 35671-1 Bonding Letter
 Winchester Hills
 Line 1, Stages 1 and 2 and Lateral 1-1
 Account No. 137-0-3-75317

In accordance with Section II of the Memorandum of Understanding (MOU) between the Riverside County Flood Control and Water Conservation District (District) and the Riverside County Transportation Department (RCTD), dated March 2020, please find below a detailed construction cost estimate of the drainage facilities associated with the above-referenced project for which the District assumes inspection and maintenance responsibility.

The estimated cost of these facilities is \$1,159,092 (\$1,129,824 District / \$29,268 RCTD) and shall be the basis upon which the District shall collect field inspection fees per the provisions of Section 17.1 of Subdivision Ordinance 460 and Fee Ordinance 671.6.

Item	Unit	Transportation Department Facilities Quantity	Flood Control District Facilities Quantity	Unit Cost	Transportation Department Facilities Cost	District Facilities Cost
18" RCP	LF	70	0	\$117	\$8,190	\$0
48" RCP	LF	0	140	\$271	\$0	\$37,940
72" RCP	LF	0	1,580	\$531	\$0	\$838,980
CB No. 1 w/ Fossil Filter	LF	20	0	\$560	\$11,200	\$0
CB No. 110 (Modified)	EA	1	1	\$5,000	\$5,000	\$5,000
JS No. 4	EA	0	3	\$1,000	\$0	\$3,000
MH No. 2	EA	0	3	\$6,200	\$0	\$18,600
MH No. 4	EA	0	2	\$9,500	\$0	\$19,000
TS No. 3	EA	0	1	\$9,500	\$0	\$9,500
Riser	EA	0	1	\$5,000	\$0	\$5,000
Conc. Bulkhead	EA	0	1	\$500	\$0	\$500
6' x 6' Conc. Pad	EA	0	4	\$1,000	\$0	\$4,000
Subtotal					\$24,390	\$941,520
20% Contingency					\$4,878	\$188,304
Total Cost					\$29,268	\$1,129,824
Inspection Fee = 3% of Total Cost						\$33,895
Total Fees Due						\$33,895

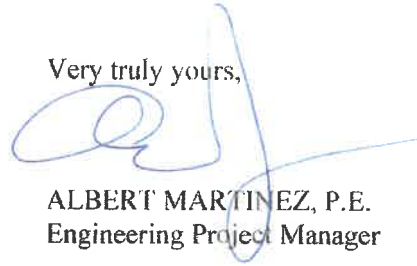
EXHIBIT B

Mr. Michael Mueiting
Re: PM 35671-1 Bonding Letter
Winchester Hills
Line 1, Stages 1 and 2 and Lateral 1-1
Account No. 137-0-3-75317

-2-

October 8, 2020

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Albert Martinez', is written over the typed name and title.

ALBERT MARTINEZ, P.E.
Engineering Project Manager

c. Marketplace 85 TLC
Attn: Danny Long
ACS Consulting, Inc.
Attn: Frank Artiga
ec: Transportation Department
Attn. Michael Mueiting
Everett Duckworth
Benjie Cho
Sharon Johnson
Jeanine Rey

Note: A copy of this letter should be submitted with the payment of inspection fee.

AM:blm
P8/234083

EXHIBIT B

-2-

RECORDING REQUESTED BY:

First American Title Company
Homebuilder Services Division

WHEN RECORDED MAIL TO:

Rancon Winchester Valley 85, LLC
41391 Kalmia St., Suite 200
Murrieta, CA 92562
Attention: Danny Long

Order: 4623647

APN: 461-190-085
TRA: 071-290

Documentary Transfer Tax is \$-0-. The value of the property in this conveyance, exclusive of liens and encumbrances is \$100.00 or less, and there is no additional consideration received by the grantor, R & T 11911.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND ESTABLISHMENT OF EASEMENTS
FOR WINCHESTER RANCH MARKETPLACE**

Recording requested by and
When recorded mail to:

Rancon Winchester Valley 85, LLC
41391 Kalmia St., Suite 200
Murrieta, CA 92562
Attention: Danny Long

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WINCHESTER RANCH MARKETPLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINCHESTER RANCH MARKETPLACE (“**Declaration**”) is made as of _____, 2020, by RANCON WINCHESTER VALLEY 85, LLC, a California limited liability company, as to an undivided 85.6% interest, and JOHN P. KING, JR., TRUSTEE OF THE JOHN P. KING, JR. RETIREMENT PLAN TRUST, as to an undivided 14.34% interest, as tenants-in-common (collectively “**Declarant**”), located at 41391 Kalmia Street, Suite 200, Murrieta, California 92562.

RECITALS

A. Declarant is the fee owner of that certain real property located at the Southeast corner of the intersection of Leon Road and Domenigoni, in the Unincorporated Territory of the County of Riverside, State of California, described on Exhibit "A" attached hereto and made a part hereof by this reference (“**Shopping Center**”).

B. It is the purpose and intent of Declarant by way of this Declaration, to subject the real property comprising the Shopping Center and each of the Parcels therein, to the covenants, conditions and restrictions hereinafter set forth and to establish the easements hereinafter described, pursuant to a general plan of improvements for an integrated retail/commercial shopping center for the mutual benefit of the present and future Owners of any and all portions thereof and their respective heirs, executors, successors, assigns, grantees, mortgagees and tenants.

C. The Shopping Center and proposed improvements thereto are generally depicted on the "**Site Plan**" attached as Exhibit "B" and incorporated herein by this reference. The Site Plan is subject to change pursuant to an amendment of this Declaration or a Supplemental Declaration, as Declarant deems appropriate.

D. As a condition to its approval of (i) the development of the Shopping Center, (ii) the Site Plan and creation of the Parcels depicted thereon, (iii) the use of a portion of the Shopping Center as a convenience store, and (iv) the use of a portion of the Shopping Center as a self-storage facility, the County of Riverside (“**County**”) has issued certain Conditions of Approval (defined below), the terms of which are incorporated herein by this reference. Declarant intends that this Declaration satisfy the applicable Conditions of Approval for the mutual benefit of the present and

future owners of the Parcels, and any and all portions thereof, and their respective heirs, executors, successor, assigns, grantees, mortgagees, and tenants, along with the County.

NOW THEREFORE, Declarant hereby declares that the Shopping Center shall be developed, held, sold, conveyed, encumbered, hypothecated, leased, used and occupied subject to the easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes set forth in this Declaration (collectively the "Restrictions") for the purpose of uniformly enhancing and protecting the value and attractiveness of the Shopping Center, and in furtherance of the general plan for the protection, maintenance and improvement of the Shopping Center as an integrated retail/commercial shopping center. The Restrictions shall run with and burden the Shopping Center and shall be binding upon all Owners having or acquiring any right, title or interest in the Shopping Center or any part thereof, their heirs, successor and assigns and shall inure to the benefit of every portion of the Shopping Center and any interest therein, and shall inure to the benefit of and be binding upon, and may be enforced by Declarant, the Common Area Maintenance Director, the County, and each Owner who acquires a fee interest in the Shopping Center or any portion thereof and their respective heirs, executors, administrators, successors and assigns.

ARTICLE I GENERAL PROVISIONS

1.1 Definitions.

(a) "**Building Area(s)**" means the limited areas of the Shopping Center within which Buildings may be constructed, placed or located, and within which shall be located all building appurtenances such as stairs leading to or from a door, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structures. The Building Areas are designated on the Site Plan. One or more buildings may be located within a Building Area. Building Areas include, without limitation, any outdoor patio areas exclusively used by a particular Owner or occupant. For the avoidance of doubt, the permitted Building Area shall not be used in this Declaration for purposes of determining building square footage.

Should additional property be added or annexed into the Shopping Center as provided in Section 4.8, the Building Area(s) within any such annexed property shall be established by Declarant at the time such property is annexed into the Shopping Center. At such time as a particular Building Area is determined, re-determined or revised as the result of the construction or reconstruction of the applicable Building(s) therein, it shall be memorialized by an amendment to this Declaration or Supplemental Declaration, as Declarant deems appropriate. Such amendment or Supplemental Declaration shall, among other things, (i) set forth the corrected Building Area for each Building and Parcel within the Shopping Center, (ii) include a corrected Site Plan, and (iii) include the recalculated Proportionate Shares of the Common Area Maintenance Costs for each Building and Parcel within the Shopping Center.

(b) "**Common Area**" shall mean all land area within the Shopping Center to be used in common by invited members of the general public. The Common Area includes all land areas within the Shopping Center other than the Building Areas. The approximate location of the

Common Area is depicted on the Site Plan. The Common Area does not include any Outside Sales Area (defined in Section 1.1(k)) during the period such Area is used for sales and/or display purposes, (iii) walk-up, drive-up and drive through lanes and facilities, (iv) loadings docks, ramps and facilities, (v) exterior ATM pads and ATM sidewalk and cueing areas (vi) fuel pump islands, canopies and facilities. The Common Area specifically includes, without limitation, (i) the temporary storm water retention basin located within Parcel 5 of Parcel Map Number 35671-2 as shown on the Site Plan ("**Retention Basin**"), (ii) bicycle racks, and (iii) electric vehicle charging stations, if any. Declarant and each Owner acknowledge and agree that each Parcel within the Shopping Center contains both Building Area and Common Area, and that the Common Area Maintenance Director shall have the sole authority over the operation, maintenance and repair of the Common Area within each Parcel as provided in Article V hereof. The Retention Basis shall be included in the Common Area until such time as (i) Parcel 2 of Parcel Map Number 35671-2 is annexed into to the Shopping Center, and (ii) the permanent storm water retention basin is constructed therein and is fully operational (the "**Permanent Retention Basin**").

(c) "**Common Area Maintenance Director**" shall mean (i) the Declarant during such time as Declarant or any affiliate of Declarant shall own any portion of the Shopping Center, and (ii) after Declarant or any affiliate of Declarant ceases to own any portion of the Shopping Center, the Owner of Parcel 1 within the Shopping Center.

(d) "**Declarant**" shall mean (i) the undersigned Declarant during such time as Declarant or any affiliate of Declarant shall own any portion of the Shopping Center or the Annexation Property, and (ii) after Declarant or any affiliate of Declarant ceases to own any portion of the Shopping Center or the Annexation Property, the Common Area Maintenance Director.

(e) "**Force Majeure**" shall mean those events described in Section 12.7.

(f) "**Governmental Authority**" means any governmental authority, agency, department, district, commission board or instrumentality of the United States, the State of California, or any political subdivision thereof having jurisdiction over the Shopping Center specifically including, without limitation, the County of Riverside.

(g) "**Improvement**" shall mean and include buildings, outbuildings, parking and loading areas, roadways and walkways, display and storage areas, fences, walls, poles, signs and all other structures of any kind located above the ground level of any Parcel, and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

(h) "**Laws**" shall mean all present or future applicable local, county, state and federal laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, actions or policies.

(i) "**Monument Sign**", "**Pylon Sign**" and "**Directional Sign**" shall mean those freestanding monument, pylon and directional signs of the number and at the locations shown on the Winchester Ranch Marketplace Master Sign Program as approved by the County and attached hereto as Exhibit "C" and incorporated herein by this reference.

(j) "**Occupant**" means any person or entity from time to time entitled to the use and occupancy of any Building or portion of a Building in the Shopping Center under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

(k) "**Outside Sales Area**" means those areas, if any, located outside of a Building Area designated on the Site Plan, which from time to time may be used for sales and/or display purposes. The actual location of such Outside Sales Area may vary from time to time, subject to the written approval of Declarant and the Owner of the applicable Parcel. During the period an Outside Sales Area is (i) used for sales and/or display purposes, such area shall not be considered part of the Common Area, and (ii) not used for sales and/or display purposes such area shall be considered part of the Common Area.

(l) "**Owner**" shall mean each and every fee owner of the Shopping Center or any Parcel therein during the term of its ownership, specifically including, but not limited to, Declarant so long as Declarant owns any part of the Shopping Center.

(m) "**Parcel**" or "**Parcels**" shall mean each separate legal lot or parcel existing or hereafter created within the Shopping Center. As of the date of this Declaration, the Parcels consist of Parcels 1 through 4 of Parcel Map 35671-1 filed in Book ___, Pages _____ of Parcel Maps in the Official Records Riverside County, California. Parcels may be modified and/or created by Declarant, from time to time, in its sole discretion, subject to approval by the applicable Governmental Authority provided such right shall not extend to a Parcel owned by another Owner without such Owner's prior written consent, which consent shall not be unreasonably withheld or delayed.

(n) "**Self-Storage Facility**" shall mean the self storage facility located within Parcel 1 as designated on the Site Plan.

(o) "**Signs**" shall mean all advertising, placards, signs, marquees, billboards, names, insignia, trademarks, numerals, addresses, and descriptive words or material of any kind affixed, inscribed, erected or maintained in the Shopping Center or on any improvement thereon.

(p) "**Signage Plan**" shall mean the sign plan for the Shopping Center signs, including building signs, Monument Signs, Pylon Signs and Directional Signs and their support and lighting as approved by the County a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.

(q) "**Submittals**" shall mean all documents required to be submitted to Declarant for approval pursuant to Section 2.1 and 2.2 below.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS,
APPROVAL OF PLANS

2.1. Initial Construction of Improvements.

(a) Construction Of Improvements. Subject to the provisions of Sections 2.1(b) and 2.1(c), an Owner shall, at its sole cost and expense, construct all Improvements within its Parcel specifically including, but not limited to, (i) its building(s) which building(s) shall not exceed the square footage floor area set forth in Section 4.3, and the sidewalk areas immediately surrounding the building; (ii) the Parcel(s) trash container enclosure(s); (iii) any landscaping between the sidewalk and the building; (iv) any customer drive-up or drive-thru through lane(s) and facilities; and (v) all Common Area within such Parcel to the extent not previously constructed by Declarant, all in accordance with the Owner's "Final Plans" (hereinafter defined) as approved by Declarant, and with all applicable building codes. If, by separate agreement, one Owner is required to construct improvements on another Owner's Parcel (as approved in writing by Declarant), then the constructing Owner is granted a temporary license to enter onto the other Owner's Parcel to perform such work.

(b) Building Permits. The constructing Owner shall provide Declarant with an AutoCAD drawing of the footprint and proposed elevations of such Owner's building. Declarant and Owner shall agree upon (i) a site plan for Owner's building, and (ii) the building elevations (collectively the "**Conceptual Plans**"). No later than thirty (30) calendar days after obtaining the required approval from the Declarant of the Conceptual Plans, Owner shall submit to Declarant its Preliminary Plans (hereinafter defined) for (i) the construction and operation of its improvements, and (ii) the erection and maintenance of building signs advertising the business to be conducted on the Premises, in accordance with such Owner's Conceptual Plans as approved by Declarant.

(c) Conditions of Initial Construction. Before construction of the initial Improvements, and before any building materials have been delivered to the Parcel or Shopping Center by any Owner or under any such Owner's authority, the Owner shall comply with all of the following conditions ("**Conditions of Initial Major Construction**"), or procure Declarant's written waiver of such condition(s):

(1) Deliver to Declarant for Declarant's approval four (4) sets of Preliminary Plans prepared by an architect or engineer so licensed in the State of California which shall include preliminary grading and drainage plans, utilities, sewer and service connections, locations of curbs, gutters, parkways, storage areas, and landscaping, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates and to enable Declarant to make an informed judgment about the design and quality of the proposed improvements (collectively the "**Preliminary Plans**"). Declarant shall not unreasonably disapprove the Preliminary Plans and shall approve, disapprove or approve subject to conditions such Plans within thirty (30) days of Declarant's receipt of same from Owner. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by a detailed specification of the grounds for disapproval. Following Declarant's first or any subsequent disapproval, Owner shall submit revised Preliminary Plans. This process shall continue in good faith until the approval of Declarant is obtained.

(2) Owner shall prepare final construction plans and specifications conforming to Preliminary Plans as approved by Declarant ("**Final Plans**"), and submit same to Declarant for Declarant's approval. Declarant shall not unreasonably disapprove the Final Plans and shall

approve, disapprove or approve subject to conditions to such Plans within thirty (30) days of Declarant's receipt of same from Owner. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval. Owner shall not submit the Final Plans to any governmental body for the purposes of issuance of a building permit until the Final Plans are approved by Declarant. Upon the approval of the Final Plans by the applicable governmental agency, Owner shall deliver to Declarant one (1) complete set of the Final Plans as approved and permitted by the applicable governmental agency.

(3) Each Owner agrees to notify Declarant in writing of Owner's intention to commence a work of Improvement within the Parcel at least ten (10) days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended Improvements. Declarant shall have the right at any time and from time to time to post and maintain on the Shopping Center such notices, as Declarant deems necessary to protect the Shopping Center and Declarant from the liens of mechanics, laborers, materialmen, suppliers or vendors.

(4) Owner shall procure and deliver to Declarant at Owner's expense true and correct copies of building permits, grading permits and all other permits, approvals and licenses required for the construction of the Improvements to the Parcel constructed by Owner.

(5) Owner shall deliver to Declarant evidence of worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Declarant or the Shopping Center as well as builder's all risk liability insurance. Owner shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance required of Owner hereunder at all times during which such work is in progress.

(6) Within thirty (30) days after Owner initially opens the Building for business to the public, Owner shall deliver to Declarant a copy of the certificate of occupancy issued by the appropriate Governmental Authority for all Improvements constructed on the Parcel, as well as an "as built" or field marked set of final working drawings showing the Improvements to the Parcel as actually constructed.

2.2 Conditions of Subsequent Construction. Following an Owner's initial construction of the Improvements on its Parcel(s), no exterior or structural Improvement of any nature including, but not limited to, any exterior alteration or exterior addition to any existing Improvements, shall be constructed, placed, assembled or maintained within the Shopping Center until the Submittals required by this Section 2.2 shall have been approved in writing by Declarant. Separate and progressive Submittals regarding Improvements shall be made by an Owner for approval as follows:

(a) Two (2) copies of the proposed plot plan and proposed exterior elevations shall be submitted to Declarant for its review and approval prior to (i) submittal to the applicable Governmental Authority for development plan review, and (ii) preparation of schematic plans and preliminary specifications;

(b) After the applicable Governmental Authority approves the plot plan and elevations, two (2) sets of working drawings and specifications consistent with the approved plot plan and elevations showing in reasonable detail the proposed type of hue, size, shape, height, location, materials, color scheme and elevation of each of the proposed Improvements, all ingress and egress to public streets or roads, and all landscaping, parking, exterior lighting and signage, shall be submitted to Declarant for its approval before (i) submittal to the applicable Governmental Authority for the issuance of a building permit, and (ii) commencement of construction of any Improvements on the applicable Parcel; and

(c) In order to receive proper and timely consideration, each Submittal shall contain a legal description of the applicable Parcel. Partial Submittals may be made and approved, but in no event shall construction or assembly of any Improvement proceed beyond the scope of the approval received. All plans and specifications to be submitted to Declarant hereunder shall be prepared by an architect and/or engineer, licensed in the State of California, and shall be submitted in writing over the signature of the Owner or an agent duly authorized by the Owner in writing.

2.3 Approvals of Subsequent Construction. Provided that the Submittals are in conformity with these Restrictions, and the design and color scheme for the Shopping Center, Declarant shall not unreasonably withhold or delay its approval of any such Submittal. Upon approval, Declarant shall endorse its approval on one set of submitted documents and return the same to the person from whom the documents were received, provided that two (2) sets had been submitted as required above. Declarant's failure to specifically disapprove any Submittal by written notice to the submitting Owner within thirty (30) days following Declarant's receipt of a Submittal shall constitute Declarant's approval of such Submittal.

2.4 Presumption of Compliance. Notwithstanding anything to the contrary herein contained, after the expiration of twelve (12) months from either (a) the date of issuance of a certificate of occupancy by the applicable municipal or other governmental authority having jurisdiction over any Improvement, or (b) the date of recording a valid Notice of Completion with respect to such Improvement, that Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article II, unless either (i) actual notice of such noncompliance or non-completion, executed by Declarant, shall have been delivered to the Owner and, if permitted, shall appear of record in the office of the County Recorder of Riverside County, California, or (ii) legal proceedings shall have been instituted to enforce compliance or completion.

2.5 Identical Replacements. Notwithstanding the foregoing, any Improvements on the Parcel for which Submittals were previously approved by Declarant, as provided above, may be repaired, replaced, or reconstructed without further consent by Declarant, but only if such repair, replacement, or reconstruction is substantially identical to the Improvement previously so approved, subject to compliance with all then applicable building codes and other governmental requirements.

2.6 Exculpation. Declarant shall not be liable in damages to anyone making Submittals as provided herein, or to any Owner, licensee or other person subject to or affected by

these Restrictions, on account of any construction, performance or nonperformance by an Owner of any work on the Parcel or Improvements. Declarant's approval of any Submittal shall not be construed as any representation or warranty of approval by any applicable governmental authority or agency, or constitute the assumption of any responsibility by, or impose any liability upon, Declarant or its representatives as to the accuracy, efficiency or sufficiency thereof.

ARTICLE III REGULATION OF IMPROVEMENTS

3.1 Completion of Improvement. After commencement of construction of any Improvement, the same shall be diligently prosecuted to completion, to the end that no such Improvement shall remain in a partly finished condition any longer than reasonably necessary for completion thereof.

3.2 Minimum Building Setback Lines. All building setbacks from public streets shall conform to the requirements of the zoning ordinances of Riverside County, as they exist from time to time.

3.3 Excavation and Underground Utilities. No excavation shall be made on any Parcel except in connection with construction, repair or replacement of an Improvement and, upon completion thereof exposed openings shall be backfilled and disturbed ground shall be compacted, graded, leveled, and restored to its original condition. All telephone, electrical, and other utility lines shall be installed underground, except that transformer or terminal equipment related thereto may be installed above ground if screened from view of adjacent streets or properties.

3.4 Non-Common Area Landscaping. Each Owner shall provide continuous maintenance for all planted and undeveloped areas upon its Parcel or Parcels which are not included in the Common Area, and shall keep the same free and clear of weeds, debris, trash and rubbish, and in a neat and clean condition.

3.5 Drainage. No water shall be drained or discharged from any Parcel or any Improvement thereon, and no Owner shall interfere with the drainage patterns established as of the date of this Declaration in or over the Shopping Center, except in strict accordance with the grading plan(s) therefor approved by the applicable Governmental Authority, and by Declarant.

3.6 Signs. All Signs within the Shopping Center shall be subject to the Signage Plan. Any change or amendment to, or deviation from the Signage Plan must be approved in advance by Declarant. No outdoor advertising is permitted within the Shopping Center except professionally prepared signs in strict compliance with the Signage Plan. The cost of installation of the Monument Signs, Pylon Signs and Directional Signs and the costs of operation, maintenance, repair and replacement of such signs shall be paid pro rata by the Owners of the Shopping Center having the right to signage representation on such signs based on relative square footage sign area. Declarant shall have the right, in its sole and absolute discretion, to designate the size, location and number of Signs that each Owner of the Shopping Center may place on each Monument Sign, Pylon Sign and Directional Sign.

3.7 Maintenance and Repairs. Each Parcel and all Improvements thereon shall at all times be constructed, kept, and maintained in first-class condition, repair, and appearance similar to other first-class shopping centers in Riverside County, California area, ordinary wear and tear excepted. All repairs, alterations, replacements or additions to Improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs shall be measured by the same standards as set forth above for the original construction and maintenance. Each Owner shall be responsible at all times for determining that such Owner's Improvements and the plans and specifications therefor conform and comply in all respects with these Restrictions, all other restrictions of record, all applicable Laws, and all exterior architectural design, location, and color specifications contained therein. Each Owner shall keep, maintain and repair the buildings, whether occupied or unoccupied, located on its Parcel(s) in good and clean order, operation, condition and repair, without public or private nuisance, in conformity with first-class shopping center standards, and in such manner to establish, maintain and present, at all times, the appearance of a clean, well-managed, attractive, well coordinated and unified operation. Each Owner hereby agrees to paint the buildings located within its Parcel(s) in the original color scheme or such other color scheme approved by Declarant, at least once each ten (10) years, or as reasonably needed, whichever occurs first.

3.8 Parking Areas. The Common Area shall contain an aggregate number of paved automobile parking spaces for the non-exclusive use by the employees, customers, clients, guests, patrons, contractors and invitees of all tenants of the Shopping Center (the "**Required Center Parking**") and each Parcel shall contain no less than the number and types of paved automobile parking spaces required by the County for the use(s) within such Parcel (the "**Required Parcel Parking**"). No Owner shall make or allow any person to make any improvements within the Common Area that would reduce the number of parking spaces therein below the Required Center Parking or the Required Parcel Parking, or otherwise suffer or allow any reduction in the number of parking spaces therein below the Required Center Parking or the Required Parcel Parking, except to the extent resulting from a Taking.

3.9 Employee Parking. Each Owner and Occupant shall use commercially reasonable efforts to cause its employees to park within its/their own Parcel(s).

3.10 Compliance With Laws. No Owner shall do or keep or permit anything to be done or kept on such Owner's Parcel that violates any Law.

ARTICLE IV REGULATION OF OPERATIONS AND USES

4.1 Development and Operation of Shopping Center. The Shopping Center shall be developed, operated and maintained in accordance with the Site Plan as an integrated retail/commercial shopping center containing a combination of merchants and customer/client service providers which: (i) provide in the aggregate a balance and diversified grouping of retail stores, merchandise and services (including medical services); (ii) efficiently utilize but not exceed the capacity of the available parking area or any portion thereof; and (iii) fixturate, decorate and maintain their respective store premises in a tasteful and decorous manner, having regard for the general standards of appearance prevailing in the Shopping Center.

4.4 Permitted Uses Of Common Area. The Common Area of the Shopping Center shall be used for those uses described in Section 4.5 and for no other uses or purposes, without the prior written consent of Declarant, which consent shall not be unreasonably withheld or delayed as long as such use does not violate a then existing lease of any Owner. No changes in the number of parking spaces, traffic flow patterns, or in the configuration of the Common Area from that shown on the Site Plan shall be made without the prior written consent of Declarant and the Owner(s) of the applicable portion of the Common Area, which consents shall not be unreasonably withheld or delayed as long as such change does not violate a then existing lease of any Owner.

4.5 Use of Common Area.

(a) Except for any use or purpose not in furtherance of the operation of the Shopping Center, the Common Area may be used for any of the following uses:

(i) Parking of motor vehicles, and pedestrian and vehicular ingress and egress of the Owners and their respective heirs, successors, assigns, grantees, mortgages, tenants, subtenants, licensees and concessionaires of the Building Areas, and agents, employees, customers, and other invitees of any of them (collectively "**Permitted Users**"), to, from and between the buildings, Common Area and adjacent public streets;

(ii) Parking stalls, private streets, sidewalks, walls, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, landscaped areas, traffic and parking lighting facilities and the Monument Signs, Pylon Signs and Directional Signs at the locations shown on the Site Plan with appropriate underground electrical connections, and all things incidental thereto;

(iii) Utility lines and facilities serving buildings and/or the Common Area which shall, if reasonably possible, be underground;

(iv) Ingress and egress of delivery and service vehicles to, from and between the Shopping Center or any portion thereof, and the adjacent public streets. Such vehicles may only be parked in unloading or truck parking areas;

(v) Delivery of goods, wares, merchandise and the rendition of services to the Occupants of the Shopping Center;

(vi) Perimeter walls and fences shown on the Site Plan; and

(vii) Permanent cart corrals as shown on the Site Plan, if any (temporary cart corrals are not permitted); and

(viii) The Retention Basin shall be used for temporary storm water drainage, retention and bio-filtration.

(b) Notwithstanding the foregoing, the Common Area adjacent to any Building Area may be used for the following:

4.2 Prohibited Operations and Uses. No use or operation will be made, conducted or permitted on or with respect to all or any part of any Parcel or Improvement which is in violation of any applicable Law or which constitutes a nuisance or waste. Included among the uses or operations which are prohibited are the uses and operations listed in Exhibit "D" attached hereto and incorporated herein by this reference ("**Prohibited Use Restrictions**"). No use or operation will be made, conducted or permitted on all or any part of any Parcel within the Shopping Center which would violate any of the Prohibited Use Restrictions.

Any Owner who breaches or whose tenant breaches any Prohibited Use Restriction shall indemnify, defend, protect and hold Declarant, the Common Area Maintenance Director, and all other Owners, and each of their respective partners, members, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against all actions, claims, liabilities, costs, damages, penalties, fines, or expenses specifically including, but not limited to, reasonable attorneys fees and expenses (collectively "**Claims**"), to the extent arising from or caused in whole or in part by the breach of such Prohibited Use Restriction(s) by the breaching Owner (or by the tenant of such Owner). Notwithstanding the foregoing, the indemnity obligations under this Section 4.2 shall not apply to the extent any Claim is caused by or resulting from the act, negligence or willful misconduct of the party that is seeking indemnification."

4.3 Building Restrictions: Height Limitations.

(a) No building shall be constructed or located on any part of the Shopping Center other than within the Building Areas.

(b) The buildings to be constructed in the Building Areas as depicted on the Site Plan shall have maximum square footage floor areas and maximum building heights (excluding towers and other architectural features which may not exceed five (5) additional feet), not in excess of the following schedule:

<u>Parcel</u>	<u>Maximum Building Floor Area</u>	<u>Maximum Height</u>
Parcel 1	144,348 sq. ft. plus 2,373 sq. ft. office	Not Applicable
Parcel 2	11,100 square feet	28 feet
Parcel 3	3,500 sq. ft. for quick service restaurant or 7,500 sq. ft. for general retail	28 feet 28 feet
Parcel 4	3,062 sq. ft. (plus fuel canopy)	28 feet

To the extent a building actually constructed within a particular Building Area is less than the maximum permitted Building Floor Area for such Building set forth above, then Declarant may unilaterally reallocate such unused Building Floor Area to any other Parcel or Parcels within the Shopping Center, subject to obtaining the prior written approval of the Owner of such Parcel(s), and provided the available parking within such Parcel(s) is sufficient to self-park the Building Area within such Parcel(s) as so increased under both applicable Law and the requirements of this Declaration.

(i) Installation, removal, repair and maintenance of building canopies extending from any Building Area over pedestrian sidewalks and the Common Area not more than ten (10) feet, together with appropriate canopy supports;

(ii) Installation, removal, repair and maintenance of mailboxes, hose bibs, standpipes, fire hose connections, downspouts, yard or floodlights and subsurface building foundations;

(iii) Construction and use of loading ramps, docks, trash rooms and enclosures and trash bins which shall be located in the service area to the rear of and adjacent to the Building Area; and

(iv) Temporary erection of ladders, scaffolding and storefront barricades during construction, remodeling or repair of buildings and building appurtenances.

(v) The installation, use, repair, maintenance and replacement of waste disposal stations, underground grease interceptors, and, to the extent shown on the Site Plan or approved by Declarant and the applicable Owner, trash enclosures.

(c) The Common Area shall be used reasonably so as not to interfere with customer parking, except that the portion of the Common Area designated for delivery areas shall be used primarily to serve and supply the buildings within the Building Area.

(d) Any undeveloped Building Area may, at the option of its Owner, be Common Area in which event it shall be so improved and operated, or it may remain undeveloped, in which event it will be rough graded and maintained by such Owner, at such Owner's cost, in a clean, attractive and safe condition.

4.6 Charge for Parking. No charge of any kind shall ever be made for ingress to, egress from, or parking in the Shopping Center, unless ordered by Governmental Authority. If so ordered, to the extent permitted by Laws, any such charge shall not be collected from customers and invitees but shall be prorated to the Occupants of the Shopping Center and paid by them as an element of the Common Area Maintenance Costs. If the Governmental Authority does not permit such a treatment of the charge, but instead requires that it be collected from customers or invitees, the Common Area Maintenance Director shall collect such charge and shall credit the amount received, less collection expenses, against Common Area Maintenance Costs.

4.7 Exclusive Uses. No use or operation will be made, conducted or permitted in any Parcel or Improvement within the Shopping Center which would violate any exclusive use restriction set forth in Exhibit "E" attached hereto and incorporated herein by this reference (each an "**Existing Exclusive Use Restriction**"). Any Owner who breaches, or whose tenant breaches, any Existing Exclusive Use Restriction shall indemnify, defend, protect and hold Declarant, the Common Area Maintenance Director, and all other Owners, and each of their respective partners, members, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against all Claims arising from or caused in whole or in part by the

breach of such Existing Exclusive Use Restriction by the breaching Owner (or by the tenant of such Owner) including, without limitation, consequential and special damages relating to any existing lease. Notwithstanding the foregoing, the indemnity obligations under this Section 4.7 shall not apply to the extent any Claim is caused by or resulting from the act, negligence or willful misconduct of the party that is seeking indemnification.

4.8 Annexation. Declarant shall have the right, but not the obligation, to annex into the Shopping Center some or all of that certain adjacent real property more particularly described in Exhibit "F" attached hereto and incorporated herein by this reference (the "**Annexation Property**"). Declarant shall affect such an annexation by executing and recording a Declaration of Annexation which shall (i) set forth the permitted Building Area within the Annexation Property, (ii) include a corrected Site Plan(s) showing the Building Area within the Shopping Center including the Annexation Property, and (iii) include the recalculated Proportionate Shares of the Common Area Maintenance Costs for each Parcel within the Shopping Center including the Annexation Property.

4.9 Stormwater Pollutant Control.

A. Compliance With Law. The Shopping Center and each of the Parcels are subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("**NPDES**"), adopted in accordance with the Federal Clean Water Act. In 2012, the California State Water Resources Control Board ("**SWRCB**") adopted a new Municipal Separate Storm Sewer System (MS4) Permit for the Santa Ana Regional Watershed that includes requirement for Storm Water Discharges Associated with New Development Activity ("**MS4 Permit**"). The MS4 Permit imposes a comprehensive series of requirements on developers and builders to provide a Water Quality Management Plan ("**WQMP**") to address post development runoff created by New Development Activity. The WQMP includes so-called Best Management Practices ("**BMPs**") that are intended to mitigate and control pollutants washed by storm water runoff from impervious surfaces created by New Development Activity into storm drains. Some BMPs apply to activities undertaken by the Declarant and Owners, and the Declarant and Owners are required to comply with the applicable BMPs. The WQMP includes specific maintenance obligations on the Declarant and each Owner in the Parcels. The BMPs are in addition to any local ordinances established by the County and any rules and regulations imposed by the Declarant with regard to discharge of non-storm water into storm drains.

B. Duties And Obligations Of The Common Area Maintenance Director. To reduce and/or eliminate negative effects on the environment within the Shopping Center and Parcels, and in order to comply with federal, state and local requirements, the Common Area Maintenance Director shall:

1. Ensure that (a) irrigation equipment in the Common Area shall include water sensors and programmable irrigation times allowing for short cycles, (b) replacement plants installed by the Common Area Maintenance Director in the Common Area are the same as or similar to those plants that were originally installed by Declarant, (c) water-permeable surfaces originally installed by Declarant in accordance with the approved landscape plans are maintained free of debris and in good working order to promote surface filtration of storm water and irrigation

runoff, and (d) maintenance of native and drought-tolerant plants originally installed on permanent slopes in accordance with approved landscape plans. The Common Area Maintenance Director shall ensure the maintenance of the Common Area drainage facilities, including the routine maintenance of debris and water quality basins, retention basins, litter removal, sedimentation removal and vegetation removal, in accordance with the terms and routine maintenance schedule in the approved final water quality management plan (“WQMP”) and any maintenance covenant and declaration approved by the County.

2. Contract with a contractor to periodically perform all required activities to minimize the pollution of storm drain water and comply with the BMPS and NPDES requirements, which generally shall include the following: (a) maintain stenciling on all on-site storm drain inlets, “only rain down the storm drain,” if applicable; (b) minimize irrigation runoff by using controllers to provide several short watering cycles; (c) immediately correct any irrigation design or maintenance deficiencies which cause excessive runoff; (d) prohibit application of fertilizers within three (3) days prior to an anticipated rain; (e) follow all fertilizer applications with light irrigation to permit fertilizer to soak into the landscaped area; and (f) dispose of waste properly.

3. Clean out all low-flow storm drains at least twice each year, once prior to October 1 (i.e., before the rainy season) and once in January, and conduct any additional cleaning, as may be required by the County engineer; and repair any damage to storm drains within the Shopping Center and Parcels.

4. Enforce, to the maximum extent practicable, compliance by Owners with the duties and obligations described in subsection (1) above, including implementation of fines or other penalties for confirmed violations by Owners.

5. Keep available for review and distribution to Owners (if requested) copies of all NPDES requirements, BMPS as described in final WQMP applicable to the Shopping Center and Parcels, and any other permits or requirements specifically applicable to the Shopping Center and Parcels.

6. The Common Area Maintenance Director will assure that the Retention Basin, catch basins, debris basins and water quality basins, if any, are inspected and maintained in accordance with County requirements, the final WQMP, any NPDES permit or other storm water permits, and/or applicable post-construction BMPS.

7. The Common Area Maintenance Director will maintain all constructed wetlands, bioswales, vegetative buffers, storm water buffers, swales or other stormwater improvements, if any as applicable, in the same manner as set forth above in subsection (6).

The cost of the Common Area Maintenance Director’s maintenance shall be treated as an element of the Common Area Maintenance Costs.

C. Duties And Obligations Of Owners. To reduce and/or eliminate negative effects on the environment within the Parcels and in order to comply with federal, state and local requirements, all Owners and occupants shall:

1. Coordinate efforts to establish or work with established disposal programs to remove and properly dispose of toxic and hazardous waste products.

2. Not discharge toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, and other such fluids into any streets, public or private, or into drainage, storm drain or storm water conveyance systems. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet federal, state, city and county requirements as prescribed on their respective containers.

3. Use applicable post-construction BMPS to eliminate or reduce surface pollutants when planning any changes to the landscaping and surface improvements to the Parcels.

4. Comply with any NPDES requirements.

5. Owners will not alter, obstruct or otherwise interfere with the storm water system, drains, basins or any other storm water related improvements within the Parcels.

D. Rights Of The County. The County has the following rights with respect to storm water improvements located within the Shopping Center and Parcels:

1. The County may inspect all storm water improvements within the Parcels (including any located upon portions of the Parcels owned by Owners) during reasonable daylight hours (or at any time in the event of emergency) in order to assure that such improvements are being properly maintained as set forth herein and as required by any permits or approvals, rules, regulations or guidelines applicable to the Parcels. The Declarant and the Owners hereby grant in favor of the County an easement for access, ingress and egress with respect to the rights contained in this section.

2. The Common Area Maintenance Director and the Owners will defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless with respect to maintenance of the storm water improvements as set forth herein. The Common Area Maintenance Director's responsibility to indemnify the County shall be limited as follows:

(A) the Declarant and Common Area Maintenance Director shall have no indemnity obligation concerning the County, its officials, officers, employees, agents and volunteers ("**County Indemnitees**") for any liability, costs, claims, damages, demands, actions, judgments, causes of action, losses, expenses, and any and all damage to any property or injuries to or death of any person(s) (collectively "**Liabilities**") arising out of the County Indemnitees' act, negligence or willful misconduct.

(B) the Declarant shall have no indemnity obligation concerning any liabilities after the Declarant no longer owns any part of the Shopping Center or the Parcels except for any liabilities arising out of or incurred in connection with the actions, inaction, negligence or

willful misconduct of the Declarant during the time when the Declarant owned any part of the Shopping Center or the Parcels.

(C) Declarant and Common Area Maintenance Director shall have no indemnity obligation concerning any Liabilities arising out of any act, negligence or willful misconduct of any Owner or Owners.

ARTICLE V
RESERVATION OF COMMON AREA EASEMENTS;
MAINTENANCE OF COMMON AREA

5.1 Exclusive Authority Over Common Area. The Common Area Maintenance Director shall exclusively and continuously operate, repair and maintain, or cause to be operated and maintained, the Common Area within the Shopping Center, consisting of interior streets and driveways, perimeter sidewalks, parking areas, delivery ways, Monument Signs, Pylon Signs and Directional Sign structures within the Shopping Center (excluding any monument or other signs erected by individual Owner or Occupant), perimeter landscaped areas and greenbelts, and boundary walls, which authority shall also include the right to enact reasonable and non-discriminatory rules and regulations for the use and operation of the Common Area, which rules and regulations may include restrictions on employee parking. The Common Area is shown on Exhibit "B-1" attached hereto and incorporated herein by this reference. In connection therewith, the Common Area Maintenance Director shall have the right to employ one (1) or more independent parties or entities to assume and perform all of the maintenance obligations provided for in this Declaration. The employment of any independent party as provided for herein shall be binding upon any Owner who has or subsequently acquires an interest in any portion of the Shopping Center. Any independent party or entity employed by Common Area Maintenance Director shall be subject to removal in Common Area Maintenance Director's sole and absolute discretion. The Common Area Maintenance Costs shall be apportioned by the Common Area Maintenance Director among the Owners in accordance with Section 5.2 below.

5.2 Common Area Maintenance Easements and Other Uses. Declarant and the Common Area Maintenance Director hereby each reserve to itself and its successors and assigns, together with the right to grant and transfer all or a portion of the same, non-exclusive easement rights on, over, under and across the Common Area for the purpose of landscaping, maintenance, and repair of the Improvements thereto including the installation, operation, maintenance and repair of irrigation systems and control. The Common Area Maintenance Director shall also have the right of ingress and egress over any and all other non-building parts of the Shopping Center and each Parcel therein to gain access to the Common Area provided that such ingress and egress shall not unreasonably interfere with the use of any Parcel by the Owner or any lawful Occupant thereof.

(a) The Common Area Maintenance Director shall reasonably estimate the "Common Area Maintenance Costs" (defined below) in advance of each year, as well as each Owner's respective "Proportionate Share" (defined below) of such Common Area Maintenance Costs (collectively the "**Annual CAM Budget**"). Each Owner shall pay to the Common Area Maintenance Director in equal monthly installments commencing on the first day of the first month

the Common Area within the Shopping Center is open for use by the general public, its monthly installment of its Proportionate Share of the Common Area Maintenance Costs as set forth in the Annual CAM Budget. Each Owner's "Proportionate Share" shall be determined by dividing the gross square footage land area of such Owner's Parcel by the total square footage land area of all of the Parcels located within the Shopping Center, as amended from time to time, as hereinafter provided. In the event the Common Area Maintenance Director fails to timely deliver any such Annual CAM Budget, the Owners shall continue pay their respective Proportionate Shares as are contained in the Annual CAM Budget for the previous year, or their respective Proportionate Share of the actual expenses for the year to date, which ever is greater.

The foregoing notwithstanding, each Owner's Proportionate Share shall be subject to adjustment by Common Area Maintenance Director to reflect each Owner's share of a particular cost that is not applicable to all the Owners within the Shopping Center (such as exclusive use trash enclosures appurtenant to any Building Area together with the trash dumpsters therein), and the Common Area Maintenance Director shall allocate such Common Area Maintenance Costs only to the Owners in the Shopping Center to which such Common Area Maintenance Costs are applicable, and each Owner's share of such costs (the "Cost Pool") shall be calculated in the manner set forth above, but the denominator used to determine such share shall exclude the square footage floor area of the buildings of those Owners not participating in such Cost Pool.

(b) The initial Proportionate Shares of Common Area Maintenance Costs for each Parcel in the Shopping Center are as follows:

<u>Parcel #</u>	<u>Land Area (In sq. ft.)</u>	<u>Proportionate Share</u>
Parcel 1	251,776 sq. ft.	61.82%
Parcel 2	69,260 sq. ft.	17.00%
Parcel 3	41,382 sq. ft.	10.16%
Parcel 4	44,866 sq. ft.	11.02%
Total:	407,284 sq. ft.	100.00%

(c) The foregoing Proportionate Shares shall apply to the Parcels within the Shopping Center until such time as the land area of a particular Parcel or Parcels is lawfully re-subdivided at which time the Proportionate Share of the applicable Parcel shall be revised to equal the actual square footage land area over the total square footage land area of all Parcels within the Shopping Center. Upon any such revision to the land area of any Parcel or Parcels, Declarant shall execute and record an amendment of or supplement to this Declaration setting forth the corrected Proportionate Shares of all Parcels within the Shopping Center.

(d) "Common Area Maintenance Costs" shall include, but are not limited to, all actual costs and expenses from time to time incurred by the Common Area Maintenance Director for the operation, maintenance and repair of the improvements to the Common Area including, without limitation, (i) planting, maintaining, repairing and replacing the landscaping within the Common Area in a viable growth condition; (ii) operation, maintenance, repair and replacement of irrigation systems serving landscaping located within the Common Area; (iii) the

provision of reasonably adequate lighting of the Common Area during the business hours of darkness including maintenance and repair of the Common Area lighting systems (provided Common Area lighting required after 11:00 p.m. shall not be considered as an item of Common Area Maintenance Costs and shall be paid by the Occupant(s) or Owner(s) requesting same); (iv) maintenance, repair and replacement of water, electricity and other utility services, mains and laterals servicing the Common Area or any Building Area including, without limitation, the Retention Basin; (v) security patrols if deemed necessary by the Common Area Maintenance Director, and Common Area security systems and security cameras; (vi) maintenance of and repairs to the parking areas and perimeter sidewalks including sweeping, bumpers, directional signs, and periodic resurfacing and striping; (vii) graffiti removal to the extent not provided by any governmental agency; (viii) fees or charges of personnel to implement or perform any or all such services; (ix) a management fee not to exceed ten percent (10%) of the Common Area Maintenance Costs; (x) the insurance on the Common Area provided in Article XI; (xi) maintaining and repairing the street medians and landscaping and greenbelts adjacent to and surrounding the Shopping Center to the extent not performed by the County or other Governmental Authority and reimbursed by the Owners through a landscape maintenance district; (xii) maintenance and repair of the Monument Signs, Pylon Signs and Directional Signs within the Shopping Center; and (xiii) any other items of maintenance and repair that may be needed from time to time to maintain the Common Area. The Common Area Maintenance Director shall use reasonable efforts to hold the Common Area Maintenance Costs to a reasonable amount consistent with the operation and maintenance of a first-class shopping center. Should the Common Area Maintenance Director utilize any affiliates or affiliated companies to provide any item(s) of Common Area Maintenance, the amounts charged by such affiliates or affiliated companies shall not exceed the amount charged by unaffiliated professional providers of the same service(s). The Common Area Maintenance Director shall keep accurate books and records of the Common Area Maintenance Costs which books and records shall be open for inspection and copying by any Owner and such Owner's designated accountants and attorneys at their sole expense.

(e) Each Owner shall pay such Common Area Maintenance Cost estimates on or before the first day of each calendar month. In the event any Owner shall fail to pay such estimate within twenty (20) days following the date due, such Owner shall pay a late fee equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) or five percent (5%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law.

(f) Within ninety (90) days following the last day of each calendar year, the Common Area Maintenance Director shall provide to each Owner a written reconciliation detailing the actual Common Area Maintenance Costs incurred during the prior year together with the amounts paid by such Owner toward such Costs. In the event any Owner shall have not paid an amount through its monthly estimated payments equal to its Proportionate Share of the actual Common Area Maintenance Costs, such Owner shall pay any additional amount due within twenty (20) days of such Owner's receipt of the year end reconciliation. In the event any Owner shall have overpaid through its monthly estimated payments its Proportionate Share of the actual Common Area Maintenance Costs, such Owner shall receive a credit for the amount of such overpayment against future estimated payments. The Common Area Maintenance Director shall permit each Owner to audit, all books and records pertaining to the Common Area Maintenance

Costs upon reasonable prior written notice during regular business hours at no expense to the Common Area Maintenance Director, provided (i) no Owner may audit such records more than one (1) time per calendar year, (ii) no Owner may audit the records for a particular calendar year more than two (2) years following the last day of the applicable year, and (iii) no Owner may audit the records for any particular year more than once. In the event an audit shall disclose an over-billing against the auditing party in excess of five percent (5%) of the amount billed, the Common Area Maintenance Director shall reimburse the auditing party for the actual, itemized cost of the audit not to exceed \$1,500.00. The Common Area Maintenance Director shall retain the books and records of the Common Area Maintenance Costs for three (3) years following the last day of the applicable year.

(g) No Owner shall alter or obstruct the Common Area in any way without the express written approvals of both Declarant and the Owner of the applicable portion of the Common Area, which consents shall not be unreasonably withheld or delayed as long as such alteration or obstruction does not violate a then existing lease of any Owner. In addition to any other remedies it may have, Declarant and/or the Common Area Maintenance Director may, after giving ten (10) days notice to any Owner who violates this provision, enjoin, remove or abate any such obstruction or alteration of the Common Area. In such event, Declarant and/or the Common Area Maintenance Director shall be entitled to reimbursement from such Owner of all costs and expenses associated therewith including, but not limited to, reasonable attorneys fees, upon such Owner's receipt of Declarant's or Common Area Maintenance Director's written demand therefor.

(h) Notwithstanding anything contained herein to the contrary, if the provisions of a particular lease between an Owner and its tenant with respect to the calculation, time and method of billing and payment of Common Area Maintenance Costs are different from the provisions of this Declaration, then (i) as between such Owner and its tenant, the lease provisions shall prevail, and (ii) as among the Owners, this Declaration shall prevail.

(i) Upon the request of any Owner, the Common Area Maintenance Director shall promptly prepare and furnish to such Owner a calculation of such Owner's Proportionate Share of Common Area Maintenance Costs broken down into individual shares for each of such Owner's tenants based on the square footage floor area of each such tenant over the total square footage floor area of all buildings within the Shopping Center.

5.3 Remedies for Non-Payment. If any Owner shall fail to make any payment when due and payable under this Article, then in addition to all other rights at law for damages (including reasonable attorneys fees, court costs and other costs of collection or enforcement); rights in equity for specific performance to enjoin a violation of any provision in this instrument or to enforce any other compliance therewith, or any other rights or remedies available to the Common Area Maintenance Director, any such unpaid amount (including all such costs and interest on the unpaid amount at the prime commercial rate being charged by the Bank of America, NA, plus five percent (5%) per annum, but not to exceed the then legal maximum rate of interest, from the date due to the date of payment) shall, upon the recordation of a notice of default, become a continuing lien and charge against the applicable Parcel owned by the defaulting Owner until paid. The unpaid amount shall also be the personal obligation of such Owner until paid. In connection therewith, the Common Area Maintenance Director may serve upon the defaulting Owner, and may record

with the Riverside County Recorder, a notice of default reciting the nature of the breach, the legal description of the affected Parcel, the name of the applicable Owner and the total amounts due. If and when the amounts due are paid, the Common Area Maintenance Director shall forthwith record an appropriate release of any recorded lien at the sole expense of the defaulting Owner. If the amounts due are not timely paid, the Common Area Maintenance Director may foreclose such lien by a sale conducted pursuant to the applicable sections of the California Civil Code or other statutory provisions applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted by law. The Common Area Maintenance Director, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale.

5.4 Express Grants of Easements. Declarant and the Common Area Maintenance Director hereby establish and reserve for their benefit, and for the benefit of the Owner of each of the Parcels comprising the Shopping Center, their employees, agents, contractors, tenants, successors and assigns, non-exclusive easements appurtenant to each such Parcel, over, across, upon, in, under and through the Common Area, but subject to the other provisions of this Declaration, for the following:

(a) Non-exclusive easements for ingress, egress, and access by and for vehicular and pedestrian traffic and vehicle parking upon, over, and across the roadway and parking area portions of the Common Area, and ingress, egress, access, and the right of ingress, egress and access between the public streets adjacent to the Shopping Center and any developed and improved portion of the Shopping Center;

(b) Non-exclusive easements over, under, through, and across the Common Area for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, or electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utility instrumentalities shall be installed and maintained below the ground level or surface of the Shopping Center, except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers). In the event that it becomes necessary for any Owner to cause the installation of a storm drain, utility line, or sewer across the Common Area subsequent to the initial improvement and paving of the Common Area, such activity shall be permitted so long as (i) the benefited Owner ("**Benefited Owner**") complies with all applicable provisions of this Declaration in connection with such work, (ii) the affected portion of the Common Area is replaced or repaired to its original condition following the installation of the utility line, (iii) the Benefited Owner pays for all costs associated with such work and no monetary obligations or liability are imposed upon the non-benefited Owners by reason of the performance of such work or the installation of such utility line(s), (iv) the Benefited Owner does not block any drive aisle with an open trench, (v) the Benefited Owner provides traffic covers for all affected areas of the Common Area which are not actively being repaired, (vi) the Benefited Owner does not block more than fifty percent (50%) of any drive aisle at any one time, and (vii) notwithstanding anything herein to the contrary (including, without limitation, in the first sentence of this Section 5.4(b), the type and location of the utility to be installed shall be subject to the prior written approval of the Owner who will be burdened thereby ("**Burdened Owner**"), which

approval shall be granted or withheld in such Burdened Owner's reasonable discretion. It shall be reasonable for any Burdened Owner to withhold its consent to a proposed easement for a utility facility of the type described in this Section 5.4(b) ("**Utility Facility**") if, among other reasons: (A) the proposed location thereof would be under any Building Area (whether or not a building is constructed thereupon or not), (B) if the proposed location of the Utility Facility would interfere with the development, redevelopment or operation of the Parcel owned by the Burdened Owner ("**Burdened Parcel**"), (C) if the Utility Facility might diminish the utility service available to the Burdened Owner at a later date, (D) if the capacity of the utility service for the Utility Facility would diminish the capacity for such Utility Facility in favor of the Burdened Owner, or (E) if the consent of any existing tenant of the Burdened Parcel is required and such existing tenant fails or refuses to provide such consent. Any Benefited Owner seeking to have a Utility Facility installed on another Owner's Parcel shall provide the Burdened Owner with a written request for approval, which request shall (I) identify the proposed location of such Utility Facility and (II) describe the need for such Utility Facility easement, the nature of the service to be provided, and the anticipated commencement and completion dates for the work. If the Burdened Owner approves the installation of such Utility Facility on its Parcel, then the Benefited Owner shall perform (or cause to be performed) the work required on the Burdened Owner's Parcel in compliance the terms and conditions of this Declaration including, without limitation, those set forth in Section 5.4(c) below. Prior to commencing any work on a Burdened Parcel, including emergency work, the Benefited Owner shall provide to the Burdened Owner evidence of insurance coverage as required by this Declaration. Following the completion of the installation of a Utility Facility on another Owner's Parcel, the Benefited Owner performing such work shall provide the Burdened Owner a copy of an as-built survey showing the location of each such Utility Facility. The Benefited Owner agrees to defend, protect, indemnify and hold harmless the Burdened Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from the exercise of the right to install, maintain and operate the Utility Facility; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or the willful act or omission of the Burdened Owner.

(c) Non-exclusive easements for replacement, repair and maintenance with respect to utilities located in the Common Area. Such work may be undertaken pursuant to the utilities easements granted pursuant to this Section provided that in the performance of such work (i) adequate provision is made for the safety and convenience of all persons using the surface of such areas; (ii) such work is performed expeditiously and in a manner which causes as little interference as is reasonably possible to the Shopping Center and the businesses operating therein; (iii) the areas and facilities in the Common Area which are disturbed by such work are, upon completion thereof, replaced or restored to their condition prior to the performance of such work; (iv) the Common Area Maintenance Director, or its designee shall be given as much notice as is reasonably possible and, in non-emergency situations, such notice shall be in writing and delivered not less than fifteen (15) days prior to the commencement of such work; (v) the Benefited Owner does not block any drive aisle with an open trench, (vi) the Benefited Owner provides traffic covers for all affected areas of the Common Area which are not actively being repaired, and (vii) the Benefited Owner does not block more than fifty percent (50%) of any drive aisle at any one time;

(d) Non-exclusive easements through and across the Common Area for reasonable drainage and storm water runoff purposes over the drainage patters established by the County in the original grading plan for the Shopping Center;

(e) Non-exclusive easements for incidental encroachments upon the Common Area as a result of the use of ladders, scaffolding, store front barricades, and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work and is expeditiously pursued. The Common Area may be utilized for the ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work provided for herein, and the temporary storage of materials and vehicles being utilized in connection with such construction, subject to all of the other terms in this Declaration. All such storage and staging shall be located entirely within the Parcel in which such construction is being performed; and

5.5 Declarant's Successor. At such time as Declarant shall cease to be an Owner of any portion of the Shopping Center, (i) Declarant shall be entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Declaration arising out of any act, occurrence or omission relating to the Shopping Center, a Parcel or Parcels or to this Declaration occurring after transfer of Declarant's last fee interest in the Shopping Center, and (ii) Declarant's successor shall be the Owner of Parcel 1 of Parcel Map Number 35671-1.

ARTICLE VI ENFORCEMENT

6.1 Inspection Rights. Declarant, the Common Area Maintenance Director, and each of their respective authorized representatives may, from time to time, at any reasonable hour, enter upon and inspect the Shopping Center, any Parcel or any portion thereof, along with the exterior of any Improvements thereon, to ascertain compliance with any of the Restrictions contained herein, but without obligation to do so or liability therefor.

6.2 Default and Remedies. In the event of any breach, default, noncompliance, violation or failure to perform or satisfy any of the Restrictions contained herein (collectively "**Breach**") which has not been cured within thirty (30) days after written notice from Declarant or the Common Area Maintenance Director to do so (or if any such Breach is not reasonably susceptible of cure within such thirty (30) day period, then if the Owner has not commenced promptly within the thirty (30) day period and thereafter diligently continued to prosecute such cure to completion), Declarant or the Common Area Maintenance Director, each in its sole discretion, or any other Owner may enforce any one or more of the following remedies or any other rights or remedies available at law or in equity, whether or not set forth herein. To the maximum extent permitted by law, all remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

(a) Damages and Indemnity. Declarant or the Common Area Maintenance Director, or any Owner may bring a suit for damages for any compensable Breach of any of the Restrictions contained herein, or for declaratory relief to determine the enforceability of any of the

Restrictions. Any Owner which breaches any Restriction hereunder shall indemnify, defend, protect and hold Declarant, the Common Area Maintenance Director and all other Owners and each of their respective partners, members, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against all Claims arising from or caused in whole or in part by the breach of such Restriction by the breaching Owner (or by the tenant of such Owner) (the “6.2 Claims”). Notwithstanding the foregoing, (i) the indemnity obligations under this Section 6.2(a) shall not apply to the extent any such 6.2 Claim is caused by or results from the act, negligence or willful misconduct of the party that is seeking indemnification, and (ii) the 6.2 Claims shall expressly exclude consequential and punitive damages.

(b) Equity. By their acquisition of legal title to any Parcel within the Shopping Center, each Owner recognizes and agrees that a Breach by any Owner of one or more of the Restrictions contained herein may cause the Declarant, the Common Area Maintenance Director, and the other Owners to suffer material injury or damages not compensable in money. In the event of such a Breach, the Owners further agree that Declarant, the Common Area Maintenance Director and each other Owner shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these Restrictions or for an injunction to enjoin the continuance of any Breach thereof.

(c) Abatement and Lien Rights. Any Breach of the Restrictions or any provisions hereof is hereby declared to be a nuisance, and Declarant, the Common Area Maintenance Director, and any Owner may prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in breach of these Restrictions, all at the sole cost and expense of the Owner of the applicable Parcel. Any costs or expenses paid or incurred in abating such nuisance or prosecuting any such remedy including, without limitation, reasonable attorneys fees and costs of collection, together with interest thereon at the maximum rate permitted by law, shall, upon recordation of a notice of default, become a continuing lien and charge against the Parcel(s) as to which the Breach exists until paid, and shall also be the personal obligation of that person who was Owner of such Parcel when such charges became due or who committed such Breach. Any such lien shall be enforceable as provided in Section 5.3 above.

6.3 Waiver. No waiver by Declarant, the Common Area Maintenance Director or any other Owner of a Breach of any of these Restrictions and no delay or failure to enforce any of these Restrictions shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or any other of these Restrictions. No waiver by Declarant, the Common Area Maintenance Director or any Owner of any Breach hereunder shall be implied from any omission by Declarant, the Common Area Maintenance Director or any Owner to take any action on account of such Breach if such Breach persists or is repeated, and no express waiver shall affect a Breach other than as specified in such waiver. The consent or approval by Declarant, the Common Area Maintenance Director or any Owner of any act by any other Owner requiring consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar acts by such Owner.

6.4 Costs of Enforcement. If any legal or equitable action or proceeding is instituted to enforce any provision of this Declaration, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees, as awarded by the court as part of its judgment or order thereon.

6.5 Rights of Lenders. No breach or violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value with respect to the development, construction, or permanent financing or refinancing of any Parcel or any Improvement thereon; provided that all of the provisions of this Declaration shall be binding upon and effective against any subsequent Owner of any Parcel whose title is acquired by foreclosure, whether judicially or by power of sale, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights, but such subsequent Owner shall take title free and clear of any monetary violations hereunder (but not non-monetary violations) occurring prior to such transfer of title.

ARTICLE VII TERM AND MATTERS AFFECTING RIGHTS AND DUTIES

7.1 Term. This Declaration, every provision hereof and every covenant, servitude, condition, and restriction contained herein, shall continue in full force and effect from the date of recording of this Declaration until 11:59 pm sixty (60) years following the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have been automatically renewed for successive terms of five (5) years each unless revoked by an instrument in writing, executed and acknowledged by (a) Owners holding seventy-five percent (75%) of the total square footage Building Area then subject to the Restrictions, (b) the original Declarant during such time as original Declarant shall remain an Owner, and (c) the Planning Director of the County (or the County's successor-in-interest), and recorded in the Office of the County Recorder of Riverside County prior to the expiration of the initial term or of any five (5) year renewal period. The foregoing notwithstanding, the easements created under this Declaration shall continue in perpetuity unless terminated by an instrument in writing, executed and acknowledged by (a) all Owners, (b) the original Declarant during such time as original Declarant shall remain an Owner, and (c) the Planning Director of the County (or the County's successor-in-interest), and recorded in the Office of the County Recorder of Riverside County.

7.2 Termination or Modification. This Declaration and any provision hereof, may be terminated, modified or amended only with the written consent of the Owners holding at least seventy-five percent (75%) of the total square footage Building Area then subject to the Restrictions, provided that (i) so long as original Declarant shall remain an Owner, no such termination, extension, modification or amendment shall be effective without the written approval of original Declarant, which approval shall not be unreasonably withheld or delayed, and (ii) no such termination, substantial amendment or de-annexation shall be effective without the prior written approval 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 or any easement created over the Common Area under this Declaration. However, (i) without written consent of the Owner of the afflicted Parcel, no such action shall be taken which would leave a Parcel landlocked or without utility service or access or

parking, would violate any then applicable Regulation, or would deprive such Owner of any benefit granted to such Owner under this Declaration, (ii) without written consent of the Owner or tenant of the exclusive use restriction set forth in Exhibit E, no use of the Shopping Center shall be permitted which would violate such restriction or would deprive such owner or tenant of any benefit granted under such exclusive use restriction, and (iii) no easement created under this Declaration may be substantially amended, terminated or de-annexed except by an instrument in writing, executed and acknowledged by (a) all Owners, and (b) the Planning Director of the County (or the County's successor-in-interest), and recorded in the Office of the County Recorder of Riverside County.

7.3 Notice on Transfer of Parcel. Prior to any sale, transfer, encumbrance or conveyance of an Owner's fee interest in its Parcel(s), to any person or entity (excluding any entity owned or controlled by such Owner, or any transfer related to a merger or consolidation of such Owner), such Owner shall give the Common Area Maintenance Director ten (10) days advance written notice of same.

ARTICLE VIII
REAL PROPERTY TAXES AND ASSESSMENTS

8.1 Payment Of Taxes. All real property taxes, regular and special assessments, and all special improvement district fees, if any, which may be levied, assessed, or charged by any Governmental Authority against a Parcel within the Shopping Center, shall be paid prior to the delinquency by the respective Owner of same, or if the tenant of any Parcel is obligated to make such payments, by the tenant. The foregoing notwithstanding the real property taxes and assessments levied on the Retention Basin (or, upon annexation and completion, the Permanent Retention Basin) shall be an element of the Common Area Maintenance Costs.

8.2 Tax Contests. If any Owner shall deem any real property tax or assessment (including the rate thereof or the assessed valuation of the property in question or any other aspect thereof) to be paid by such Owner to be excessive or illegal, such Owner shall have the right at its own cost and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require the Owner to pay any such real property tax or assessment as long as (i) no other Owner's Parcel or rights in the Common Area could be materially or adversely affected by such failure to pay, and (ii) the amount or validity thereof shall be contested in good faith.

ARTICLE IX
HAZARDOUS MATERIALS

9.1 Hazardous Materials. Each Owner shall:

(a) At all times and in all respects comply with all applicable federal, state and local laws, rules, regulations, orders, decrees, guidelines and ordinances as amended from time to time including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), Resource Conservation & Recovery Act (42 U.S.C. 6901, et seq.), Safe Drinking Water Act (42 U.S.C. 3000f, et seq.), Toxic Substances Control Act (15 U.S.C. 2601, et seq.), the Clean Air Act (42 U.S.C. 7401, et seq.), Comprehensive Environmental Response, Compensation and

Liability Act (42 U.S.C. 9601, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), the Marine Protection, Research, and Sanctuaries Act (33 U.S.C. 1401, et seq.), the Occupational Safety and Health Act (29 U.S.C. 651, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. 11001, et seq.), California Health & Safety Code (25100, et seq.; 25280, et seq.; 25300, et seq.; 39000, et seq.) and other comparable state and federal laws, currently in force or enacted in the future ("**Hazardous Materials Laws**"), relating to industrial hygiene, health and safety, environmental protection or the use, analysis, generation, manufacture, storage, sale, treatment, emission, refinement, release, discharge, injection, dumping, handling, disposal or transportation of any petroleum or petroleum products, polychlorinated biphenyls ("**PCBs**"), flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic pollutants" or "toxic substances" under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**").

(b) At its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses, and other governmental and regulatory approvals required for occupancy in, and/or use of, its Parcel(s). Unless both (i) agreed upon by the transferor and transferee, and (ii) permitted by applicable Hazardous Materials Laws at the time of transfer, upon transfer of possession of a Parcel or leased premises, such transferor shall cause all Hazardous Materials to be removed from the Parcel and transferred and transported for storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws.

(c) Promptly notify Declarant, the Common Area Maintenance Director, and all other Owners in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted pursuant to any Hazardous Materials Laws relative to such Owner's Parcel or the Shopping Center which may present a material threat to such other Owner(s); and (ii) any reports made to any governmental agency arising out of or in connection with any Hazardous Materials in or removed from the Owner's Parcel or any building thereon, including any complaints, notices, warnings or asserted violations in connection therewith which may present a material threat to such other Owner(s).

(d) Indemnify, defend, protect, and hold Declarant, the Common Area Maintenance Director, and all other Owners, and each of their partners, members, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, harmless from and against all actions, claims, liabilities, costs, damages, penalties, fines, forfeitures, losses and expenses (specifically including, but not limited to, reasonable attorneys fees and expenses), arising from or caused in whole or in part by (i) the presence in, on, under or about the Owner's Parcel, or any building thereon, of any Hazardous Materials caused by the Owner, or any tenant of the Owner or any Occupant of any building located on the Owner's Parcel; (ii) the discharge by the Owner or any tenant of the Owner or any Occupant of any building located on the Owner's Parcel in or from the Shopping Center or the Owner's Parcel or any building thereon, of any Hazardous Materials; (iii) the use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Owner's Parcel or any building thereon by the Owner or any tenant of the Owner or any Occupant of any building located

on the Owner's Parcel; or (iv) the failure to comply with any Hazardous Materials Law by the Owner or any tenant of the Owner or any Occupant of any building located on the Owner's Parcel. Owner's obligations under this Section shall include, without limitation, all costs of any required or necessary repair, cleanup abatement, detoxification or decontamination of the Shopping Center or any building thereon, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the termination of this Declaration. For purposes of the release and indemnity provisions of this Section, any acts or omissions of Owner or Owner's tenant, Occupant or by employees, agents, assignees, sublessees, contractors or subcontractors of Owner or Owner's tenant, Occupant or others acting for or on behalf of Owner or Owner's tenant or Occupant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to such Owner.

(e) Use reasonable efforts to require each of its tenants, subtenants and other Occupants of the Owner's Parcel to comply with the provisions of Subsections (a) and (b) above, and to provide to the Owner a written notice of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; relative to such Owner's Parcel or the Shopping Center; (ii) any claim made or threatened by any person against the tenant, subtenant or Occupant relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any governmental agency arising out of or in connection with any Hazardous Materials in or removed from the Owner's Parcel or any building thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

ARTICLE X INSURANCE

10.1 Common Area Insurance. The Common Area Maintenance Director shall obtain and maintain the following types and amounts of insurance on the Common Area the cost of which shall be an item of the Common Area Maintenance Costs:

(a) A casualty insurance policy insuring the multi-tenant Monument Signs, Pylon Signs and Directional Signs located in the Common Area unless the Common Area Maintenance Director, in its sole discretion, determines that such insurance is not necessary; and

(b) A comprehensive general public liability insurance policy insuring the Common Area. Such insurance shall name the Declarant, the Common Area Maintenance Director and all other Owners (and, if so requested by an Owner, any tenant of such Owner), as additional insureds, with limits of not less than Three Million Dollars (\$3,000,000.00) combined single limit for personal injury or death and property damage, with an aggregate loss limitation not less than Five Million Dollars (\$5,000,000.00); and

(c) Workers compensation insurance on the employees hired by the Common Area Maintenance Director to maintain the Common Area, if any, to the extent required by law.

Any policy required hereunder may not be canceled without at least thirty (30) days prior written notice to Declarant, the Common Area Maintenance Director and to each Owner and entity named as an additional insured.

Any insurance maintained for the Common Area shall contain a "waiver of subrogation" in favor of Declarant, the Common Area Maintenance Director and the Owners and Occupants of the Parcels and mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The Common Area Maintenance Director shall not less than once every five (5) years, review all insurance policies maintained for the Common Area to determine the adequacy of the limits of coverage and shall adjust the policies and limits accordingly.

10.2 Owner's Hazard Coverage. Each Owner shall obtain and maintain, at such Owner's sole expense, a standard fire and extended coverage policy on all buildings and structural improvements located on such Owner's Parcel. Such insurance shall be in amounts not less than the actual replacement cost of such buildings and improvements, excluding foundations, excavation costs and the costs of underground flues, pipes and drains. The obligation of any Owner to maintain such insurance may be satisfied by causing such Owner's tenant to procure and maintain same provided such policy shall otherwise satisfy the requirements of this Article X. Each Owner shall, upon written request of any other Owner or the Common Area Maintenance Director, furnish an insurance certificate or other reasonably satisfactory written evidence of the existence of such insurance at any time during the term of this Declaration. All such individually carried insurance shall contain a waiver of subrogation by the carrier as to the Common Area Maintenance Director and the other Owners.

10.3 Waiver Of Insured Claims. Except where due to the grossly negligence or willful misconduct by an Owner or its agents, each Owner hereby waives any and every claim which arises or may arise in its favor and against any other Owner during the term of this Declaration for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Shopping Center, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies. These mutual waivers shall be in addition to, and not in limitation of, any other waiver or release regarding any loss of, or damage to, the property of any Owner. Inasmuch as the mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation), each Owner shall give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers, and shall have such insurance policies properly endorsed, if necessary, to prevent invalidation of such insurance coverages by reason of such waivers.

10.4 Owner's Liability Insurance. At all times during the term of this Declaration, each Owner shall, at its sole expense, continuously maintain or cause to be continuously maintained Comprehensive General Liability Insurance, with limits of liability not less than Three Million Dollars (\$3,000,000.00) combined single limit for personal injury or death and property damage covering the building or buildings on its Parcel(s). The obligation of any Owner to maintain such insurance may be satisfied by causing such Owner's tenant to procure and maintain same provided such policy shall otherwise satisfy the requirements of this Article X, and shall name the Common

Area Maintenance Director and all other Owners (and, if so requested by an Owner, any tenant of such Owner), as additional insureds. Each Owner shall, upon written request of any other Owner, furnish certificates of such insurance or other satisfactory written evidence of such insurance at any time during the term hereof. Not less than once every five (5) years, the Common Area Maintenance Director shall review the liability limits of the insurance required under this Section 10.4 in order to determine the adequacy of the insurance coverage compared to the limit of liability insurance coverage typically carried on first class shopping centers in Riverside County, California area, and within thirty (30) days following the Owner's receipt of the Common Area Maintenance Director's written notice of an increase in insurance limits, each Owner shall adjust their respective policies accordingly.

10.5 Common Area Maintenance Director Indemnification and Waiver. Each Owner agrees that the Common Area Maintenance Director shall not be liable for injury to or death of persons, or damage to property of Owner or any other person during the Term of this Declaration, resulting from the use, occupation or enjoyment of the Parcel(s) or the operation of business therein by the Owner of such Parcel(s) or any person holding under such Owner. Each Owner agrees to defend, indemnify and save the Common Area Maintenance Director harmless from all liability for any real or claimed damage or injury and from all liens, claims and demands arising out of the use of its Parcel(s) and its facilities, construction on the Parcel(s), any repairs or alterations which an Owner or any person holding under such Owner, may make upon the Parcel(s), any claims of any employee of Owner or any person holding under such Owner against the Common Area Maintenance Director. An Owner shall not be liable for damage or injury to the extent occasioned by the negligence, gross negligence or willful misconduct of the Common Area Maintenance Director or its designated agents, servants or employees, unless the same is covered by insurance the Owner is required to provide. The foregoing obligation of each Owner to indemnify shall survive the earlier termination of its ownership of its Parcel(s) and shall include reasonable costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage. To the extent any such loss or damage is covered by insurance, the Common Area Maintenance Director and each Owner each hereby waive any rights one may have against the other on account of any loss or damage occasioned to the Common Area Maintenance Director or Owner, as the case may be, their respective properties, the Parcel(s) or their contents, or to other portions of the Shopping Center. The parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

ARTICLE XI DESTRUCTION OF IMPROVEMENTS

11.1 Owners Must Rebuild Per Original Layout. If an Owner shall elect to rebuild or restore the building(s) on its Parcel following an event of destruction, the Owner shall rebuild, repair and restore such buildings and improvements in the same location as presently shown on the Site Plan and in the same general appearance and condition as existed prior to the damage or destruction with such modifications thereto as may then be required by any local governmental agencies. Notwithstanding any provision to the contrary contained herein, if the terms of an existing lease require the landlord to restore the building improvements within the Shopping

Center following an insured casualty event (to the extent damaged) and not just the Premises or the building in which the Premises is located (an “**Existing Lease Restoration Obligation**”), then each Owner shall be required to restore the building improvements located upon its Parcel to the extent it receives (i) insurance proceeds therefor, and (ii) written notice of such Existing Lease Restoration Obligation, together with evidence reasonably supporting the same (which may be satisfied by providing redacted copies of the relevant sections of the applicable existing lease), from the Owner that is required to comply with such Existing Lease Restoration Obligation.

11.2 Damage to Common Area. In the event the Common Area of the Shopping Center or any portion thereof shall be damaged or destroyed by fire or other casualty or any cause whatsoever, the Owner of the Common Area so damaged or destroyed shall forthwith proceed with due diligence to restore such Common Area to its condition immediately prior to such damage or destruction, at such Owner’s sole cost and expense.

11.3 Time Limitations For Rebuilding. If an Owner shall elect to rebuild or restore the building(s) on its Parcel following an event of destruction, any building rebuilt, repaired or restored by an Owner pursuant to this Declaration, shall be rebuilt, repaired and restored within twelve (12) months from the date permits are issued for same, subject to Force Majeure. Notwithstanding the provisions of Article XI generally, in the event that the provisions of a particular lease between an Owner and its tenant are different from the provisions of Article XI, then (a) as between such Owner and its tenant, the lease provisions shall prevail, and (b) as among the Owners, this Declaration shall prevail.

11.4 Additional Requirements For Rebuilding. Any repair, reconstruction or replacement of any building(s), Common Area, or other improvements performed by any Owner, pursuant to this Article XI shall be performed in accordance with the following requirements:

(a) Plans and specifications therefor not previously approved for the original construction of the building shall be submitted to Declarant for its review and approval as to exterior architectural design, exterior construction and location of improvements being restored under the procedure set forth in Article II prior to the commencement of the work of such repair, reconstruction and replacement, which approvals shall be neither delayed nor withheld without good and valid reason and notice thereof made in writing.

(b) The building, Common Area or other improvements being restored shall be at least of equal value per square foot, and at least as usable for its intended purpose, as such building, Common Area, or other improvements were just prior to the happening of such casualty.

11.5 Rebuild or Demolish. In the event any Owner does not commence to rebuild and restore its damaged building(s), or other improvements, under the provisions of this Article within one hundred twenty (120) days following the date of such damage and is not required to rebuild and/or restore the same pursuant to the terms of an Existing Lease, then such Owner shall within the next thirty (30) day period clear its Parcel(s) of all debris and hazardous conditions and shall thereafter maintain such Parcel(s) in a clean, safe and sightly condition, sealed against dust by paving, landscaping or other suitable ground cover, and otherwise maintained in a condition similar to other similarly situated shopping centers in the County; provided that in no event shall

any Owner have the right to withdraw its Parcel(s) or portion thereof from the Restrictions nor change the Common Area within such Owner's Parcel(s) to Building Area, nor in any way free such Parcel(s) from any easements created and provided for hereunder, nor reduce the Proportionate Share of such Owner's Parcel, at any time during the term of this Declaration. The provisions of this Section 11.5 shall not reduce or affect each Owner's obligations to timely repair and restore the Common Area within its Parcel as provided in Section 11.2 hereof.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Constructive Notice and Acceptance. To the maximum extent permitted by law, every Owner who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Shopping Center is and shall be conclusively deemed to have consented and agreed to every covenant, servitude, condition, restriction, and easement contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Shopping Center.

12.2 Mutuality, Reciprocity: Runs with Land. All Restrictions and agreements contained herein, as same may be amended and/or supplemented from time to time, are made for the direct, mutual, and reciprocal benefit of each and every part and Parcel of the Shopping Center; shall create reciprocal rights and obligations between the respective Owners of all Parcels and privity of contract and estate between all Owners of all Parcels, their heirs, successors and assigns; and shall, as to the Owner of each Parcel, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Parcels. The foregoing notwithstanding each Owner's obligations under the Declaration shall only apply to the portion(s) of the Shopping Center owned or controlled by such Owner.

12.3 Captions. The paragraph headings or captions used herein are for convenience only and are not a part of this instrument and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof.

12.4 Invalidity of Provision. If any provision of this Declaration as applied to Declarant, the Common Area Maintenance Director or any Owner or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

12.5 Notices. Notices made by the Owners pursuant hereto may be served personally or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail or nationally recognized overnight delivery service (such as Federal Express), addressed as follows:

If to Declarant: Rancon Group
41391 Kalmia Street, Suite 200
Murrieta, CA 92562
Attn: Danny Long, Director of Development

With a copy to: Buckner, Robinson, & Mirkovich
3146 Redhill Avenue, Suite 200
Costa Mesa, CA 92626
Attn: William D. Buckner, Esq.

12.6 Standing To Enjoin. It shall be lawful for any person or persons owning fee simple title to any portion of the Shopping Center and the County, to prosecute any proceedings at law or in equity, including injunctive relief, against any person violating, or attempting to violate, any of the Restrictions, and either to prevent it, him or them from so doing or to recover damages from or on account of such violation. All such remedies shall be cumulative. In the event of any violation or threatened violation by any Owner or its tenant or Occupant of any portion of the Shopping Center owned by it, of any of the terms, covenants and conditions contained herein, the parties agree that irreparable damage shall have occurred to the other Owners and the County, and in addition to the other remedies provided herein, any other Owner, the Declarant, the Common Area Maintenance Director and the County shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

All costs and expenses of any such suit or proceeding, including reasonable attorneys' fees, shall be assessed against the defaulting Owner(s) and shall constitute a lien against its Parcel(s) or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid. Such lien to be effective upon the recording of notice in the Office of the Riverside County Recorder, though any such lien shall be subordinate to any bona fide mortgage or deed of trust covering any portion of the Shopping Center, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by a deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such lien, though otherwise subject to the provisions hereof.

12.7 Force Majeure. In the event Declarant, the Common Area Maintenance Director any other Owner is delayed, hindered in or prevented from the performance of any act required under this Declaration by reason of a cause beyond the reasonable control of the obligated party, then performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such cause shall include acts of God, strikes, lockouts, weather in which work cannot proceed (even if normal), protests, riots, insurrection, war, unavailability of materials from normal sources, acts of Governmental Authority, including courts, or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Declaration, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources.

12.8 Standard Of Approval. If this Declaration provides that a consent or approval shall not be unreasonably withheld, such consent or approval shall be granted or withheld without

unreasonable delay and, if consent is withheld or approval not granted, the reasons for withholding consent or approval shall be stated with reasonable certainty.

12.9 Attorneys Fees. In the event that suit is brought for the enforcement or interpretation of this Declaration or as the result of any alleged breach, the prevailing party or parties shall be entitled to be paid court costs, including reasonable attorneys' fees, by the losing party or parties as part of its judgment, and any judgment or decree rendered shall include an award of attorney's fees.

12.10 Condemnation. In the event of any condemnation (by any duly constituted authority for a public or quasi-public use) of all or any part of the Shopping Center, the entire award for value of the land and improvements so taken shall belong to the Owner whose property was so taken or its tenants, as their interests may appear, and no claim therefor shall be made by other Owners of any other portion of the Shopping Center, provided that all other Owners of the Shopping Center may file collateral claims with the condemning authority over and above the value of the land taken, and provided further that the Owner of any portion of the area taken shall promptly repair and restore the remaining portion of the area owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

12.11 Governing Law. This Declaration and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California.

12.12 Counterpart Signatures. This Declaration may be executed by the parties in separate counterparts, which, when the parties' signatures are collated into a single original(s) executed by both parties, shall be binding on both parties.

12.13 Association. As of the date hereof, Declarant has elected not to form an owners association of the Parcel Owners to assume the obligations of the Common Area Maintenance Director under this Agreement and to be vested with the rights of the Declarant and the Parcel Owners under this Agreement ("**Association**") in accordance with the provisions of the Commercial and Industrial Common Interest Development Act (Sections 6500 et seq. of the California Civil Code) ("**Commercial CID Act**"). In the event that (i) the Owners of Parcels having 51% or more of the square footage land area within the Shopping Center elect in writing, or (ii) it is determined that the provisions of the Commercial CID Act are nevertheless applicable to the Shopping Center as a matter of law, then this Declaration shall be appropriately amended to conform to the applicable provisions of the Commercial CID Act. Any such amendment shall include the establishment of an owners' association of the Owners to assume the obligations of the Common Area Maintenance Director under this Agreement and to be vested with the rights of the Common Area Maintenance Director and the Owners under this Agreement ("**Association**"). The members of the Association shall be the Owners and each Owner shall be vested with the voting and approval rights in the same manner and percentages as voting and approval rights are vested hereunder. The cost of establishing the Association shall be an element of the Common Area Maintenance Costs.

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

A. The Association established herein shall manage and continuously maintain the Common Area more particularly described in Section 1.1(b) and Exhibit B-1, and shall not sell or transfer the Common Area or any part thereof, absent the prior written consent of the Assistant TLMA Director of the County of Riverside or the County's successor-in-interest.

B. The Association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such Common Area and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

C. This Declaration shall not be terminated, 'substantially' amended, or property de-annexed therefrom absent the prior written consent of the Assistant TLMA 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 this Declaration.

E. In the event of a conflict between this Declaration and the Association's Articles of Incorporation, Bylaws, or the Association's Rules and Regulations, if any, this Declaration shall control.

12.14 County as Intended Beneficiary. The County is an intended third-party beneficiary of this Declaration with the continuing right, but not the obligation, to enforce its terms.

12.15 Intended Compliance with Conditions of Approval. The Shopping Center and each Parcel subject to this Declaration, shall be additionally governed by, constructed, operated and maintained in accordance with those certain Conditions of Approval for (i) Plot Plan Number 26367, (ii) Conditional Use Permit Number 03782, and (iii) Parcel Map Number 35671R1 (collectively, the "**Conditions of Approval**"). As part of the Common Area Maintenance Costs, the Common Area Maintenance Director will use reasonable efforts to cause the Common Area of the Shopping Center to be in compliance with the Conditions of Approval. Each Owner will keep its respective Parcel(s) in compliance with the Conditions of Approval.

12.16 Reciprocal Easement Agreement and Declaration Of Covenants, Conditions and Restrictions. This Declaration is specifically intended to satisfy both (i) the Planning Commission Condition of Approval requiring a reciprocal easement agreement providing for reciprocal easements for ingress, egress, parking, drainage and flood control facilities, and (ii) the Planning Commission Condition of Approval requiring a declaration of covenants, conditions and restrictions providing for the ownership, operation and maintenance of the common area within the Shopping Center.

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

DECLARANT:

RANCON WINCHESTER VALLEY 85, LLC,
a California limited liability company,
as to an undivided 85.6% interest

BY: *[Signature]*
Daniel L. Stephenson
ITS: manager

[Signature]
JOHN P. KING, JR., TRUSTEE OF THE JOHN P.
KING, JR. RETIREMENT PLAN TRUST, as to an
undivided 14.34% interest,

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of Riverside)

On SEPTEMBER 3, 2020, before me, CINDY R SMITH, Notary Public, personally appeared DANIEL L. STEPHENSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *[Signature]*



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of ~~Riverside~~)
 Orange

On 09/18/20, 2020, before me, Jacob Partida Notary Public, personally appeared John P. King Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jacob Partida

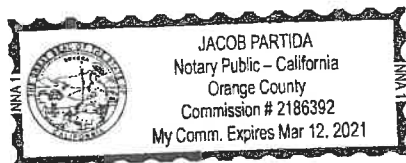


EXHIBIT "A"

LEGAL DESCRIPTION OF SHOPPING CENTER

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1 through 4 of Parcel Map Number 35671-1 filed in Book _____, Pages _____, of Parcel Maps in the Official Records of Riverside County, California.

EXHIBIT "B"

SITE PLAN SHOWING BUILDING AREAS AND PARCELS BY NUMBER

(to be attached)

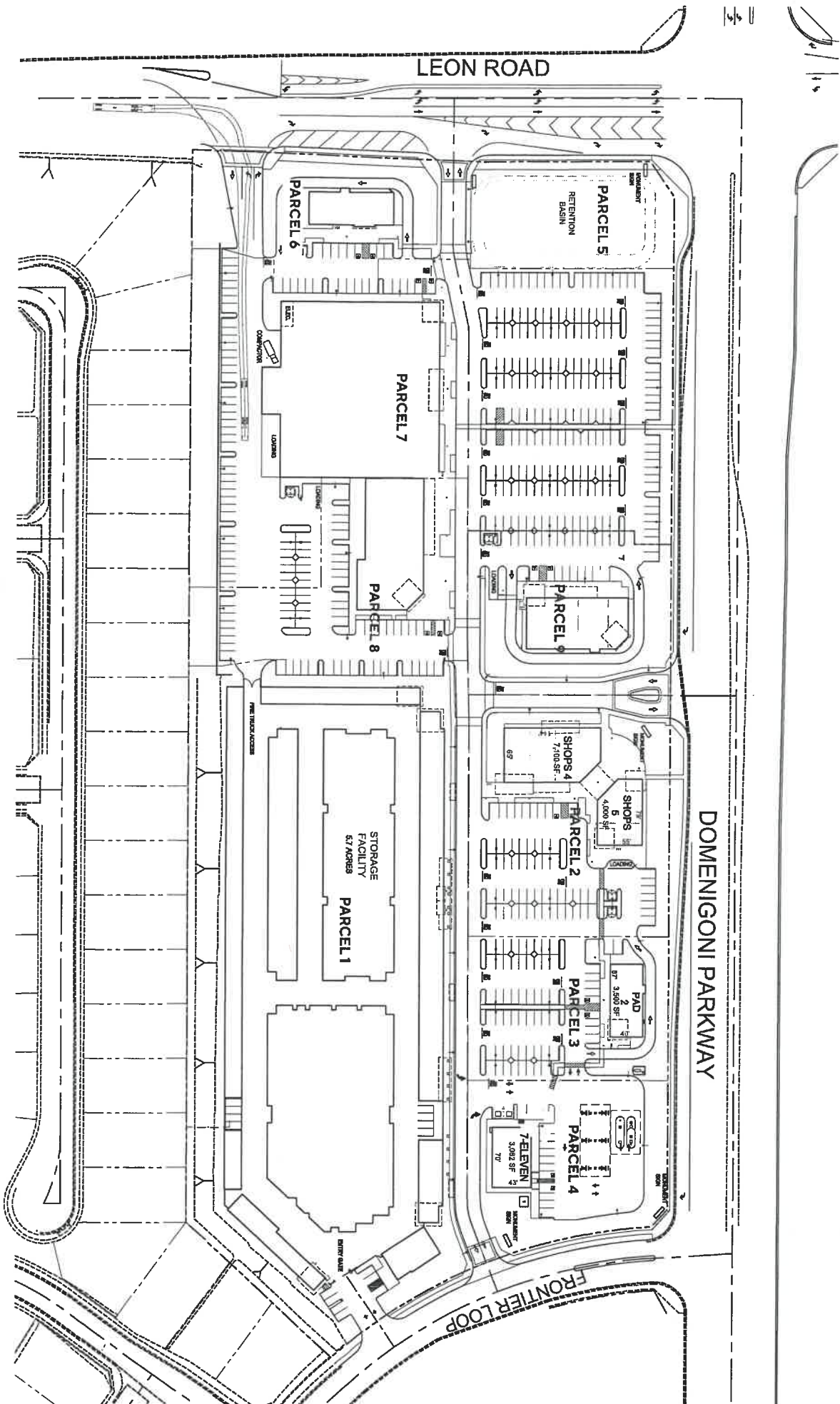
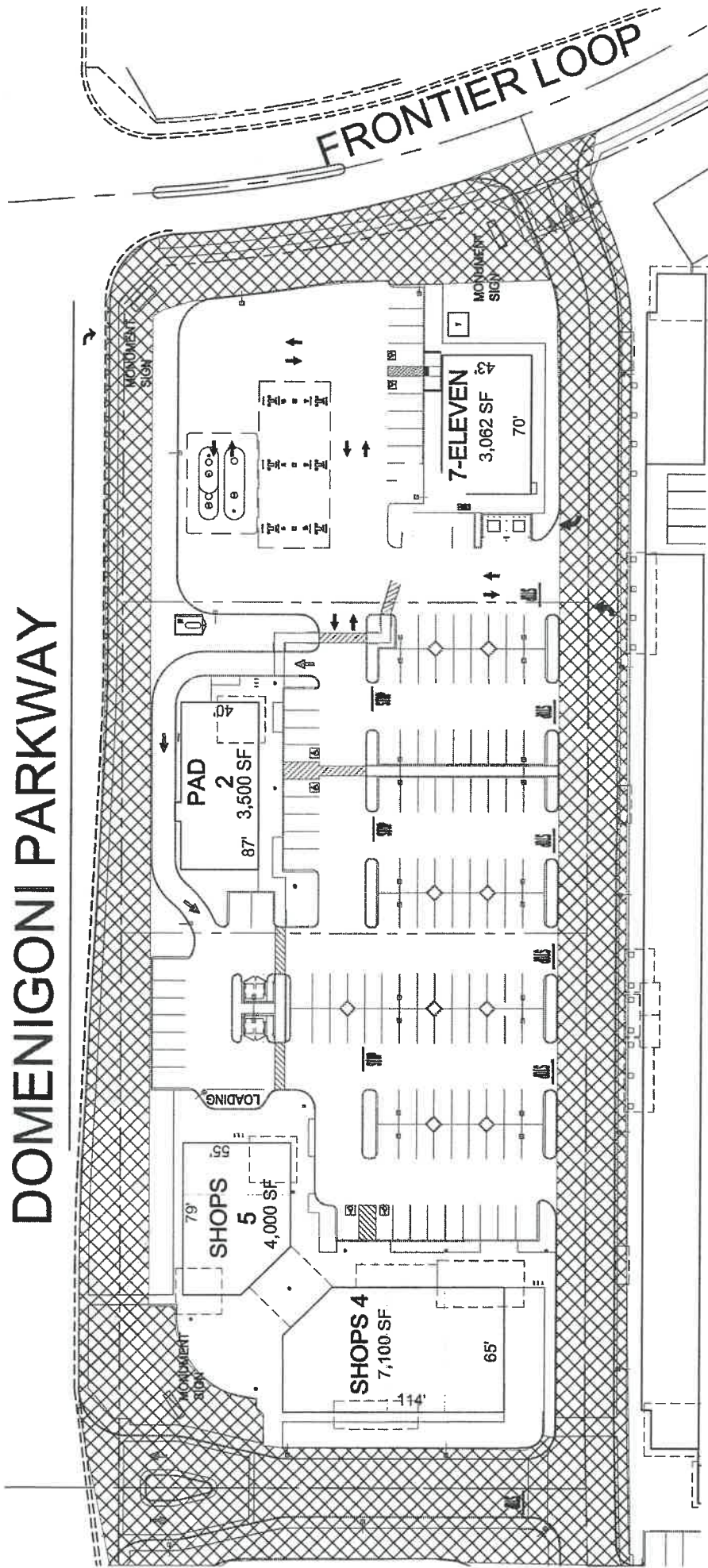


EXHIBIT B

EXHIBIT B-1
SITE PLAN SHOWING COMMON AREA
(to be attached)

DOMENIGONI PARKWAY

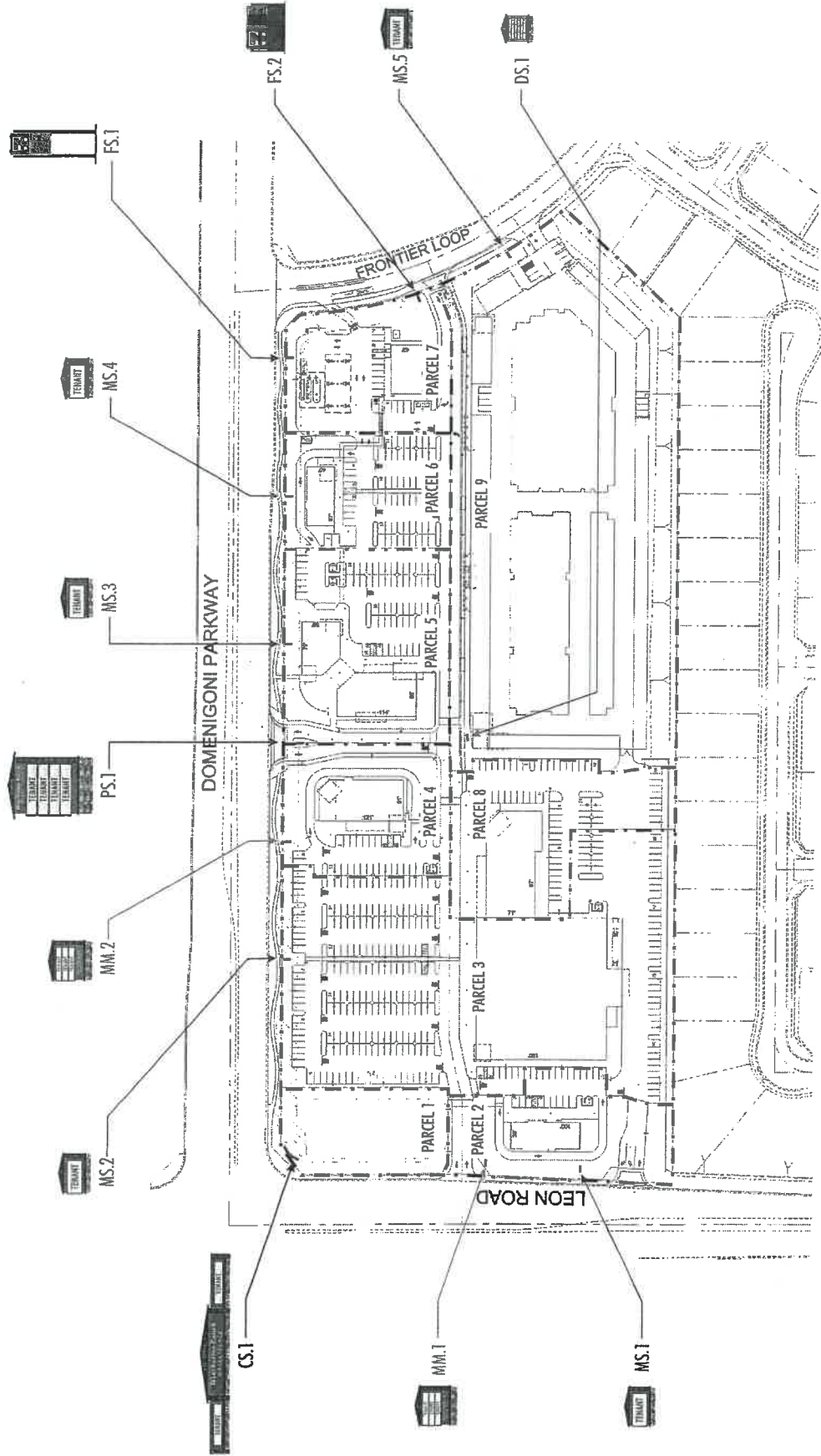


COMMON AREAS

EXHIBIT B-1

EXHIBIT "C"
SIGNAGE PLAN

Site Plan



4 SITE PLAN
SCALE: 1" = 150'-0"

EXHIBIT "D"

PROHIBITED USES

The Shopping Center may be used only for retail sales, retail offices, restaurants and other commercial purposes. "Retail Office" means an office which provides services directly to consumers, including financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics. In addition, the Self Storage Facility may be used for the operation of a self-storage facility.

No use is permitted in the Shopping Center that is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses are prohibited without obtaining Declarant's prior written consent, which may be withheld in Declarant's sole, absolute and arbitrary discretion:

- (A) Any use that emits an obnoxious odor, obnoxious noise, or obnoxious sound that can be heard or smelled outside of any Building in the Shopping Center NOT including restaurant odors.
- (B) Any outdoor storage or warehouse operation (except the Self Storage Facility) and any assembling, manufacturing, distilling (other than a microbrewery associated with a restaurant), refining, smelting, agricultural, or mining operation.
- (C) Any second hand store, surplus store, flea market, pawnshop or consolidator, or a store selling distressed good or deeply discounted merchandise (DD's Discounts and similar retailers are expressly permitted), or a store selling second-hand goods (excluding such first class retail stores as "Play It Again Sports" and/or "Tuesday Morning" but including Goodwill, "Savers", "Salvation Army" or other thrift shops) provided this prohibition shall not apply to a high end consignment store (such as Plato's Closet).
- (D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition is not applicable to the temporary use of construction trailers during periods of construction, reconstruction, or maintenance.
- (E) Any dumping, disposing, incineration, or reduction of garbage; provided, however, this prohibition is not applicable to garbage dumpsters or garbage compactors located near the rear of any Building and within such Building's Building Area.
- (F) Any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation.
- (G) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition is not applicable to (i) nominal supportive facilities for on site service oriented to pickup and delivery by the ultimate consumer as the same may be found

in retail shopping centers in the metropolitan area where the Shopping Center is located, and (ii) subject to the indemnity/insurance provision below, a dry cleaning store using dry cleaning solvents that are biodegradable, non-chlorinated and are not hydrocarbons, and are not Hazardous Materials.

- (H) Any (a) automobile, truck, trailer, or recreational vehicle sales, leasing, or display operation, (b) body shop or auto repair operation, and (c) overnight recreational vehicle parking or camping.
- (I) Any bowling alley or skating rink.
- (J) Any residential use, including: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments, or lodging rooms.
- (K) Any mortuary or funeral home.
- (L) Any establishment selling or exhibiting "obscene" material, except that this provision does not prohibit:
 - (i) first class national or regional video retailers (for purposes hereof, the term "video" includes DVDs, CDs, and other media used to show motion pictures now or in the future) with a national presence and that primarily rent or sell "G" to "R"-rated video but which may also rent or sell "non rated" or "NC-17"-rated video for off-premises viewing only, provided such retailers do not rent or sell "X"-rated video and provided further that such "non rated" or "NC-17"-rated video are clearly marked that minors are restricted from selecting such video and do not visibly depict nudity or sexuality on their covers or labels and the retailer employs some method of restricting purchasing of such materials by minors, or
 - (ii) first class national or regional book stores that are not perceived to be, nor hold themselves out as "adult" book stores, but which may incidentally sell books, magazines or other periodicals that may contain pornographic materials, so long as such sale is not from any special or segregated section in the store but that, nonetheless, employ some method of restricting the viewing or purchasing of such materials by minors, and provided further that such pornographic materials are not considered objectionable or offensive to accepted standards of decency within the local community.
- (M) Any establishment selling or exhibiting drug-related paraphernalia.
- (N) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.

- (P) Any bar, tavern, restaurant, or other establishment whose annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business.
- (Q) Any massage parlor or similar establishment, except that a Massage Envy or similar operator of good moral nature is permitted.
- (R) Any amusement or video arcade, pool or billiard hall or dance hall, unless incidental (less than 10% of Floor Area) to a restaurant otherwise permitted, a retail gaming store such as Game Stop, a theatre or other family entertainment concept otherwise permitted. A store selling video games for home use is not considered a “video arcade”.
- (S) Any gambling facility or operation, including: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition is not applicable to government sponsored gambling activities (including, without limitation, the sale of lottery tickets) or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant.
- (T) Auditorium; meeting hall; bingo hall; library (however, this limitation shall not restrict bookstores or similar uses with reading areas).

No merchandise, equipment or services, including vending machines, promotional devices and similar items, may be displayed, offered for sale or lease, or stored within the Common Area; provided, however, the foregoing prohibition is not applicable to:

- (A) the permanent storage of shopping carts on the front sidewalk of an Occupant that is a national retailer whose prototype operation includes shopping carts, provided such shopping carts are (x) stored in a sightly manner, (y) regularly collected, and (z) adequately cleaned and maintained;
- (B) the installation of an “ATM” banking facility within an exterior wall of any Building;
- (C) the placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;
- (D) temporary Shopping Center promotions, except that no promotional activities are allowed in the Common Area without the prior written approval of the Common Area Maintenance Director and the Owner of the applicable Parcel;
- (E) any recycling center required by law, the location of which is subject to the approval of the Declarant and the Owner of the applicable Parcel;

(F) outdoor seating within the sidewalk directly adjacent to any restaurant;

(G) any designated Outside Sales Area; provided, however, with respect to any Outside Sales Area not included within a Building Area, such space may be used not more than four (4) times per calendar year, and the duration of such use is subject to the following limitations: (i) no such use during the period commencing on October 15th and ending on December 27th, and (ii) during any other period for not more than fourteen (14) consecutive days of use.

EXHIBIT "E"

EXISTING EXCLUSIVE USE RESTRICTIONS

1. 7-Eleven (Parcel 4):

(a) During the Term no occupant or owner of the Development, other than Tenant, may operate a Convenience Store (as hereafter defined) or Donut Shop (as hereafter defined).

(b) During the Term, no occupant of the Premises or Development other than Tenant may park, place or operate a vehicle or business which provides or offers, banking or other financial services (including automatic teller machines; except, however, that a retail/branch bank may operate within the Development), or provides or offers for sale or rental, in connection with all or any part of its business operations, any of the following items:

- (i) packaged fluid milk in one quart or larger containers (except that a tenant operating as a "Starbucks" or a Permitted Restaurant (as defined below) may sell such items within the Remaining Parcel);
- (ii) fresh or commercially packaged bakery or bread products (except that a tenant operating as a Starbucks or a Permitted Restaurant may sell such items within the Remaining Parcel);
- (iii) delicatessen and delicatessen type items, including, but not limited to, packaged lunch meats, pre-prepared sandwiches and foods, chicken wings and chicken fingers, grill items (such as hot dogs), burritos, taquitos, pre-made salads and fruit cups or fruit salad for consumption on or off premises (except that a tenant operating as a Starbucks or a Permitted Restaurant may sell such items within the Remaining Parcel);
- (iv) pizza by the slice;
- (v) grocery items commonly sold from a convenience store;
- (vi) cigarettes and tobacco products, unless vended by machine;
- (vii) beer and wine for off-premise consumption, excepting specialty beer and wine shops;
- (viii) intentionally omitted;
- (ix) single serve frozen or semi-frozen carbonated beverages (except that a tenant operating as a Starbucks or a Permitted Restaurant may sell such items within the Remaining Parcel);

- (x) energy drinks by the case;
- (xi) beverages in six pack, eight pack, twelve pack, or case lots;
- (xii) candy, unless sold from a candy store or gift boxed or sold in bulk or by vending machine;
- (xiii) hot beverages by the cup, including coffee or hot chocolate (except that a tenant operating as a Starbucks or a Permitted Restaurant may sell such items within the Remaining Parcel);
- (xiv) intentionally omitted;
- (xv) motor fuels or petroleum products;
- (xvi) lottery ticket, money orders (except from a bank), phone cards (except from a phone specialty store); and/or
- (xvii) gift cards (other than gift cards sold by a tenant of the Development for the particular business operated by such tenant within the Development).

(c) Landlord agrees to use commercially reasonable efforts to protect Tenant's and Tenant's franchisees exclusive right under this Lease to sell or rent the above listed items at the Development in any future sale or lease of all or any portion of the Development. Landlord may not enter into any lease for occupancy of the Development that permits the sale or rental of the above listed items in violation of this Article. If any of the above covenants are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants will apply to the extent that such court determines they are reasonable and enforceable.

(d) For purposes hereof: (i) "Convenience Store" means a retail store selling, renting or providing merchandise and/or services customarily sold, rented or provided from time to time at stores operated or franchised by Tenant within the State of California, and including by way of example, but not limited to, merchandise and/or services customarily sold, rented or provided from time to time at stores such as a Cumberland Farms, Circle K, AM/PM, Stop N Shop, On the Run, High's, Store 24, WaWa, and Kwik Stop, and other regional, ethnic or "mom and pop" convenience stores or businesses; (ii) "Donut Shop" means any specialty donut shop or business operation whose primary trade is the retail sale of donuts and/or related food stuff including, but not limited to a Krispy Kreme, Dunkin' Donuts, House of Donuts, Honey Dew Donuts and other regional or "mom and pop" donut shops or similar businesses; (iii) "Permitted Restaurant" means a restaurant with indoor and/or outdoor seating as a primary component of its operations (i.e., at least four (4) standard-sized tables with at least two (2) or more chairs at each such table); and (iv) "Specified Named Retail Business" means the following retail businesses only: Subway, Jersey Mike's, Pizza Hut and Starbucks.

(e) Notwithstanding anything to the contrary contained in this Article, Tenant's exclusive rights under this Article shall not apply to (i) Permitted Restaurants, (ii) a Specific

Named Retail Business, and (iii) a grocery store or national or regional drug store containing more than five thousand (5,000) square feet.

(f) Without limiting the foregoing, in no event may Landlord lease any premises in the Development to Little Caesars Pizza.

2. Self-Storage (Parcel 1):

No portion of the Shopping Center other than Parcel 1 shall at any time be used or operated as a self-storage facility.

EXHIBIT "F"

LEGAL DESCRIPTION OF ANNEXATION PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1 through 5 of Parcel Map Number 35671-2 filed in Book _____, Pages _____, of Parcel Maps in the Official Records of Riverside County, California.

SUBDIVISION GUARANTEE

Fee: \$250.00
Parcel Map No. 35671-1

First American Title Insurance Company
a corporation

GUARANTEES

The County of Riverside and any City within which said subdivision is located in a sum not exceeding \$10,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

RANCON WINCHESTER VALLEY 85, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

The map hereinbefore referred to is a subdivision of:

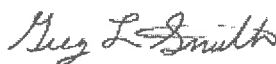
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. 4476, RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783794, PERFECTED PER GRANT DEED RECORDED OCTOBER 1, 2004 AS INSTRUMENT NO. 04-783795, EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED AUGUST 17, 2004 AS INSTRUMENT NO. 2004-0645050, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN

Dated: March 19, 2021


First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary


Michael Kearney
Title Officer Assistant

RECORDING REQUESTED BY:

First American Title Company
Homebuilder Services Division

WHEN RECORDED MAIL TO:

First American Title Company
1250 Corona Pointe, Suite 200
Corona, CA 92879

Order: 4623647

**SUBDIVISION GUARANTEE
PARCEL MAP 35671-1**
