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

ITEM: 2.13
(ID # 18676)
MEETING DATE:
Tuesday, April 05, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Final Tract Map 30808-1 a Schedule "A" Subdivision in the Winchester area. District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreement for Final Tract Map 30808-1 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements, Lien Agreement and Final Tract Map 30808-1.

ACTION:Consent

Mark Lancaster, Director of Transportation 3/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	April 5, 2022
xc:	Trans.

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 Tract 30808-1 was approved by the Board of Supervisors on November 2, 2004, as Agenda Item 1.2. Final Map 30808-1 is a 28.61-acre subdivision that is creating 104 residential lots, one open space and one park space in the Winchester area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final tract map.

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

TR 30808-1 $11,816,640 for the completion of road and drainage improvements.
TR 30808-1 $951,400 for the completion of the water system.
TR 30808-1 $324,800 for the completion of the sewer system.
TR 30808-1 $116,150 for the completion of the monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 30808-1 Vicinity Map
TR 30808-1 Improvement Agreements
TR 30808-1 Lien Agreements
TR 30808-1 Mylars

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

Jason Farin, Principal Management Analyst 3/29/2022

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 CADO Indigo, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30808-1**, 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 **Eleven Million, Eight Hundred Sixteen Thousand Six Hundred Forty and no/100 Dollars ($11,816,640.00)**.

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.

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

SIXTH: Contractor, 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	CADO Indigo, LLC 1545 Faraday Ave. Carlsbad, CA 92008

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

CADO Indigo LLC, a California limited liability company

By: Capstone Asset Management, Inc., a California corporation
Its Managing Member

By: _____
Alex Zikakis, President, Secretary, and Chief Financial Officer

COUNTY OF RIVERSIDE

By _____
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

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

Revised 02/02/10

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 San Diego)

On September 24, 2020 before me, Isann Rose Domingo Credito,Notary Public
(insert name and title of the officer)

personally appeared Alex Zikakis,
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.

ISANN ROSE DOMINGO CREDITO
Notary Public - California
San Diego County
Commission # 2322385
My Comm. Expires Mar 26, 2024

Signature _____ **(Seal)**

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 CADO Indigo CLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30808-1**, 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 **Nine Hundred Fifty One Thousand Four Hundred and no/100 Dollars ($951,400.00)**.

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.

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

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

SIXTH: Contractor, 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	CADO Indigo, LLC 1545 Faraday Ave. Carlsbad, CA 92008

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

CADO Indigo LLC, a California limited liability company

By: Capstone Asset Management, Inc., a California corporation
Its Managing Member

By: _____
Alex Zikakis, President, Secretary, and Chief Financial Officer

COUNTY OF RIVERSDE

By _____
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

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

Revised 02/02/10

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 San Diego)

On September 24, 2020 before me, Isann Rose Domingo Credito,Notary Public
(insert name and title of the officer)

personally appeared Alex Zikakis,
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.

ISANN ROSE DOMINGO CREDITO
Notary Public - California
San Diego County
Commission # 2322385
My Comm. Expires Mar 26, 2024

Signature _____ **(Seal)**

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 CADO Indigo, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30808-1**, 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 **Three Hundred Twenty Four Thousand Eight Hundred and no/100 Dollars ($324,800.00).**

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.

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

SIXTH: Contractor, 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.

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County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	CADO Indigo, LLC 1545 Faraday Ave. Carlsbad, CA 92008

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

CADO Indigo LLC, a California limited liability company

By: Capstone Asset Management, Inc., a California corporation
Its Managing Member

By: _____
Alex Zikakis, President, Secretary, and Chief Financial Officer

COUNTY OF RIVERSIDE signature page

COUNTY OF RIVERSIDE

By_____
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By_____
Deputy

APPROVED AS TO FORM

County Counsel

By_____

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 San Diego)

On September 24, 2020 before me, Isann Rose Domingo Credito,Notary Public
(insert name and title of the officer)

personally appeared Alex Zikakis,
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.

ISANN ROSE DOMINGO CREDITO
Notary Public - California
San Diego County
Commission # 2322385
My Comm. Expires Mar 26, 2024

Signature _____ **(Seal)**

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 CADO Indigo, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30808-1**, 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 **One Hundred Sixteen Thousand One Hundred Fifty and no/100 Dollars ($116,150.00).**

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.

APR 0 5 2022 2.13

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	CADO Indigo, LLC 1545 Faraday Ave. Carlsbad, CA 92008

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

CADO Indigo LLC, a California limited liability company

By: Capstone Asset Management, Inc., a California corporation
Its Managing Member

By: _____
Alex Zikakis, President, Secretary, and Chief Financial Officer

COUNTY OF RIVERSIDE

By _____
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

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

Revised 02/02/10

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 San Diego)

On September 24, 2020 before me, Isann Rose Domingo Credito,Notary Public
(insert name and title of the officer)

personally appeared Alex Zikakis,
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.

ISANN ROSE DOMINGO CREDITO
Notary Public - California
San Diego County
Commission # 2322385
My Comm. Expires Mar 26, 2024

Signature _____ **(Seal)**

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 04/06/2022
4. ORGANIZATION	County of Riverside	9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS	4080 Lemon St., Room 127	12. NO. OF BOXES TRANSFERRED	
CITY	Riverside, Ca. 92501	13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR **(must be Authorized):**	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.13 Board of Supervisors Meeting 04/05/2022				
	Final Tract Map No 30808-1 - Sched A				
	Subdivision of Parcel 4 of Parcel Map No 31944 SEC 32 T5S R2W SBM				
	District 3 with CC&Rs & Lien Agreement				

21. RECEIVED BY: Samuel Jeffries		30. REMARKS
22. TITLE ACR Tech I	23. RECEIVED VIA:	
24. DATE RECEIVED:	25. TIME RECEIVED:	
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:	
28. NAME\DATE SCANNED TO HOLDING AREA:		29. NAME\DATE SCANNED TO LOCATION:

4/5/22 2.13

TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS 2022 MAR 30 PM 2:01

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

☐ AGREEMENT/CONTRACT	NO.:

REQUESTED BOARD DATE: 4/5/2022	CAN IT GO AT A LATER DATE: ☐YES ☐NO

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

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 30808-1 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP, LIEN AGREEMENTS AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM 30808-1 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION: 5-1843

FISCAL

AMOUNT: $ (0)	CHANGE ORDER AMOUNT: $
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

THE FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL TRACT MAP, CC&R'S AND LIEN AGREEMENT TO BE DELIVERED TO THE COUNTY RECORDER.

COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
18676			

3/21/2022 a

4/5/22 2.13
2022-4-152395

MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: July 14, 2020

TO: Bahelila Boothe
Urban/Regional Planner IV

FROM: Leila Moshref-Danesh
Deputy County Counsel

RE: TR 30808-1

RECEIVED
JUN 14 2020
RIVERSIDE COUNTY
PLANNING DEPARTMENT

We have reviewed the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Tract 30808-1 (CC&R's) submitted by JMP Development, LLC. As forwarded herewith, the documents are **APPROVED** as to form.

Accordingly, the requirements for Declarations of CC&R's for TR 30808-1 are **SATISFIED**.

cc: Jon Myhre
Dennis Odenbaugh

LJM:vi

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CADO Indigo LLC
1545 Faraday Avenue
Carlsbad, CA 92008
Attn: Mark Hayden

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRACT 30808-1

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRACT 30808-1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRACT 30808-1 ("**Declaration**") is made by CADO Indigo LLC, a California limited liability company ("**Declarant**") with reference to the facts set forth below.

RECITALS

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **ARTICLE 1** of this Declaration.

A. Declarant is the owner in fee simple of that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("**Property**").

B. Declarant desires to develop the Property into a single family residential community.

C. Declarant desires to impose a general plan for the development, protection, use, occupancy and enjoyment of the Property, and to establish and impose covenants, conditions, restrictions and easements upon the Property for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Property.

E. Declarant intends to convey the Property, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, Declarant agrees and declares that it has established, and does hereby establish, a plan for the development, protection, use, maintenance, care, occupancy and enjoyment of the Property, and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, liens and charges (hereinafter collectively referred to as the "**Covenants**") upon the Property. Each and all of the Covenants are imposed as equitable servitudes upon the Property, which shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and all subsequent Owners of all or any portion of the Property, together with their grantees and successors in interest to the Property.

ARTICLE 1
DEFINITIONS

1.1 **"Applicable Laws"** means the entitlements for the Property and any law, regulation, rule, order or ordinance of any Governmental Agency(ies) having jurisdiction over the Property which are applicable to the Property or any portion thereof now in effect or as hereafter promulgated.

1.2 **"County"** means the County of Riverside, California.

1.3 **"Covenants"** means the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in this Declaration.

1.4 **"Declarant"** means CADO Indigo LLC, a California limited liability company, and shall include those successors and assigns of CADO Indigo LLC, a California limited liability company who acquire or hold title to any part or all of the Property for purposes of development and are expressly named as a successor Declarant to all or a portion of Declarant's rights in an assignment of Declarant's rights executed by Declarant or a successor Declarant, and recorded in the Official Records assigning the rights and duties of Declarant to such successor Declarant, and such successor Declarant accepts the assignment of such rights and duties. A successor Declarant shall also be deemed to include the

beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such portion of the Property by foreclosure power of sale or deed in lieu of such foreclosure or sale.

1.5 **"Declarant Parties"** means Declarant and its partners, members or other principals and their respective officers, agents, employees, affiliated parent and subsidiary companies, successors and assigns, design centers, subcontractors, design professionals, engineers, inspectors and material suppliers who provided labor, services or materials to any portion of the Property.

1.6 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Tract 30808-1, and all amendments to this Declaration and any Supplementary Declarations as may be recorded, from time to time, in the Official Records.

1.7 **"Final Map"** means, collectively, the final maps covering the Property recorded in the Official Records, and any adjustments or corrections thereto.

1.8 **"Governmental Agency(ies)"** means any federal, state, county, local or municipal governmental entity(ies) or quasi-governmental entity(ies) or body(ies) (or any departmental agency(ies) thereof) exercising jurisdiction over a particular subject matter for any portion of the Property.

1.9 **"Governmental Requirements"** means all Applicable Laws, subdivision requirements, zoning restrictions, map conditions (including, without limitation, conditions of approval issued by the County for any portion of the overall Property), and all other requirements (including all requirements to have or to obtain permits) of any Governmental Agencies.

1.10 **"Hazardous Materials"** means any substance, material or other thing regulated by or pursuant to any Applicable Laws by reason of its potential for harm to human health or the environment, or because of its flammability, toxicity, reactivity or corrosiveness.

1.11 **"Homeowner Maintenance Manual"** means the manual which may be prepared by Declarant or its consultants and provided to each Owner specifying obligations for maintenance of the Lots and Residences by the Owners, as updated and amended from time to time.

1.12 **"Improvements"** means all structures and appurtenances thereto of every kind, including, without limitation, Residences, and all modifications to the exterior of a Residence, accessory buildings, walkways, awnings, shades, screens, including materials used to screen recreational and other vehicles parked on a Lot, screen doors, skylights, room additions, garages, pavement, private driveways, fences, side yard and rear yard fences, retaining walls, patios and patio covers, pools, spas, basketball standards and other recreational facilities and equipment, irrigation equipment and all related facilities, exterior air conditioning units, streetscapes, antennas and related facilities, exterior lighting, water softening equipment, hedges, trees and other landscaping which can grow to a height in excess of any perimeter fence or wall of the Property.

1.13 **"Lot"** means a plot of land which is separately numbered and shown on the Final Map, which is designed and intended for the construction of one (1) single-family Residence related Improvements.

1.14 **"Maintenance Obligations"** means each Owner's obligations to perform: (a) all reasonable maintenance consistent with the terms of the Homeowner Maintenance Manual, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided by Declarant or any manufacturer; (b) all commonly-accepted maintenance practices to prolong the life of the materials and construction in the Residence, as updated and amended from time to time; and (c) the maintenance obligations set forth in this Declaration.

1.15 **"Official Records"** means the Office of the County Recorder of the County where the Property is located.

1.16 **"Outdoor Improvements"** means all exterior changes or Improvements such as landscaping, hardscaping, trellises, patio covers, decks, spas, room additions, changes in grading or elevation and other similar Improvements by an Owner other than Declarant.

1.17 **"Owner"** means the record owner, whether one or more persons or entities, including Declarant, of any Lot, excluding those having such interest merely as security for the performance of an obligation.

1.18 **"Parkway Maintenance Area"** means the parkway landscaping situated in the public right of way bordering each Lot, which is to be maintained, repaired and replaced pursuant to this Declaration.

1.19 **"Property"** means all of the real property described on **Exhibit "A"** of this Declaration.

1.20 **"Residence"** means the individual dwelling (including the garage and any other appurtenant Improvements) which is constructed upon a separate Lot and which is designed and intended for use and occupancy as a single-family residence.

1.21 **"Storm Drain Easement Area"** means that portion of certain Lots which are subject to a storm drain easement for construction and maintenance of drainage facilities located in the Storm Drain Easement Area as shown on the Final Map and any other Storm Drain Easement Area identified in a Supplementary Declaration.

1.22 **"Supplementary Declaration"** means those certain Supplementary Declarations or similar instruments, which may be recorded by Declarant without the consent of any Owner while Declarant owns any portion of the Property: (a) conform this Declaration or any previously recorded Supplementary Declarations to Governmental Requirements; and/or (b) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including but not limited to exhibits attached thereto.

1.23 **"Trail Easement Area"** means that portion of certain Lots which are subject to a trail easement in favor of the Riverside County Regional Parks and Open Space District for construction and maintenance of trail improvements as shown on the Final Map and any other Trail Easement Area identified in a Supplementary Declaration.

ARTICLE 2
GENERAL PLAN OF DEVELOPMENT AND DECLARANT'S RIGHTS

2.1 **Limitations of Restrictions**. Declarant is undertaking the work of developing Lots and other Improvements within the Property. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment of the Property as a residential community. In order that the work may be completed, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

2.2 **Rights of Access and Completion of Construction**. Declarant Parties shall have the rights set forth below.

2.2.1 **Access**. Declarant shall have the right to do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Property and the marketing and maintenance thereof.

2.2.2 **Construct Improvements**. Declarant shall have the right to erect, construct, install, modify or remove and maintain within any Lot owned by it such Improvements, as Declarant may in its sole discretion deem appropriate, establish the Property as a residential community and dispose of the Property or other community or project owned by Declarant by sale, lease or otherwise, as determined by Declarant in its sole discretion and to perform or complete any work to Improvements required for Declarant to obtain a release of any bonds posted by Declarant with the County.

2.3 **The Property**. The Property is planned to be improved with single-family detached Residences, but Declarant makes no representation that the Property will be developed as proposed.

2.4 **Rights to Change Size and Appearance of the Property**. Declarant shall not be prevented from changing the exterior appearance of Improvements or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, if Declarant satisfies the applicable Governmental Requirements, provided that to the extent any of such changes causes a deviation from the conditions of approval issued by the County for any portion of the Property and/or constitutes a material change to the Improvements or the Property as approved by the County, then such change shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

2.5 **Marketing Rights**. Nothing in this Declaration shall limit, restrict, abridge or control in any manner whatsoever the right of Declarant, its agents, representatives and employees, and Declarant's successors and assigns, to do any of the following:

2.5.1 maintain and operate model homes, advertising, sales or leasing office(s) upon any Lot owned by Declarant and conduct such advertising activities as Declarant deems necessary;

2.5.2 post and display from any Lot owned by Declarant any sign, flag, banner, billboard and other advertising and promotional devices which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;

2.5.3 conduct any commercial activity upon any Lot owned by Declarant which reasonably relates to the development, marketing, leasing or sales of the Property, and other real property owned and controlled by Declarant; and

2.5.4 park vehicles upon any Lot owned by Declarant or any street in the Property.

Furthermore, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way in favor of Declarant, utility companies or others as Declarant, in its sole discretion, deems appropriate for the development of the Property. The foregoing rights established and reserved by Declarant shall be subject only to Applicable Laws.

2.6 **Alterations to Map**. At any time within three (3) years after the date that the first Lot is conveyed to an Owner other than Declarant, the boundaries of any Lot may be altered by a lot line adjustment or other change reflected on a subsequently recorded record of survey, parcel map, Final Map or amended Final Map, provided that the altered boundaries are approved by Declarant and all Owners of the Property involved in the boundary adjustment. Declarant may, in its sole discretion, make minor changes to the number of Lots then owned by Declarant in the Property. An alteration shall be effective upon recordation of the record of survey or map and, upon such recordation, the boundaries of the affected Lots shall be altered for purposes of this Declaration to conform to the boundaries as shown on the record of survey or Final Map.

2.7 **Supplementary Declaration**. A Supplementary Declaration may be recorded by Declarant at any time for any of the purposes for which a Supplementary Declaration may be recorded as described in **Section 1.22** without the consent of any other Owner.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 **Ownership**. Title to each Lot shall be conveyed in fee to an Owner. Ownership of each Lot shall include any exclusive or non-exclusive easement or easements appurtenant to such Lot which are of record or apparent, including without limitation, the easements described in this Declaration, the Final Map and the deed to the Lot.

3.2 **Easements for Encroachments**. Declarant hereby creates and reserves for itself, and its successors and assigns, and grants to each Owner valid easements appurtenant to each Lot on, over and across contiguous Lots for the purposes of accommodating any natural movement or settlement of common walls or fences and appurtenant foundations and footings, and for minor engineering errors, errors in construction, reconstruction, repair, support and accommodation of any portion of said common walls and fences and for the maintenance thereof. The rights and obligations of an Owner shall not be altered in any way by such encroachment, settlement or shifting.

3.3 **Easements for Utilities**. The rights and duties of the Owners with respect to utility easements shall be governed by the provisions set forth below.

3.3.1 **Utility Easements Shown on Final Map or Otherwise of Record**. Easements have been or will be created and reserved on the Final Map or in other recorded instruments for the construction, installation, maintenance by Riverside County Regional Parks and Open Space District for operation, repair and replacement of electric, telephone, cable television (or CATV service), water, gas, sanitary sewer and drainage facilities ("**Utility Facilities**").

3.3.2 **Maintenance of Utility Facilities**. Each Owner shall maintain those Utility Facilities located upon such Owner's Lot which are not maintained by the respective utility company or agency or any third party easement holder.

3.3.3 **Entry Rights**. Wherever Utility Facilities are installed within the Property and it becomes necessary to gain access to such Utility Facilities through a Lot owned by someone other than the Owner of the Lot served by said Utility Facilities, the Owner of the Lot served by said Utility Facilities shall have the right, and is hereby granted an easement only to the extent reasonably necessary, and only upon prior notice, except in the case of an emergency, in which case notice will be required to be given as soon as reasonably practical under the circumstances, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said Utility Facilities.

3.4 **Easements for Drainage**. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for drainage according to the patterns for drainage created by the grading plans for the Property which have been reviewed and approved by the County, as well as according to the actual, natural and existing patterns for drainage.

3.5 **Easements for Construction, Sales and/or Leasing**. Declarant hereby reserves nonexclusive easements for access, ingress and egress on, over under, through and across the Property as necessary to construct the Residences and all other Improvements within the Property, and to carry on normal sales or leasing activity, including, without limitation, the operation of model homes and sales or leasing offices, and the display of promotional signs, banners, flags, balloons and exhibits and other promotional activities in connection with the sale or lease of Lots in the Property or for other projects being marketed and sold by Declarant.

3.6 **Easements for Common Walls and Fences**. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for the placement and maintenance of all common walls or fences, where such walls or fences were originally installed by Declarant, regardless of whether such walls or fences are located precisely upon the boundary separating two (2) Lots. Those

Owners who have a common wall or fence which adjoin their Lots and effectively creates the boundary line between such Lots shall equally have the right to use such wall or fence, and each shall have the exclusive right to the use of the interior surface of the wall or fence facing such Owner's Residence. No Owner shall drive nails, screws, bolts or other objects more than half way through any common wall or fence, interfere with the adjacent Owner's use and enjoyment of the common wall or fence, or impair, in any way, the structural integrity of the common wall or fence. In the event that any portion of such wall or fence, except the interior surface of one (1) side, is damaged or injured from any cause, other than negligence or willful the act or omission of either party, it shall be repaired or rebuilt at the Owners' joint expense. Where damage to the wall or fence as caused by the negligence or willful acts or omissions of one party, the general rules of law regarding party walls and liability for property damage shall apply. Each Owner shall be solely responsible for maintaining the interior surfaces of the party wall or fence facing such Owner's Residence.

3.7 **Easements for Cluster Mailboxes**. To the extent any cluster mailboxes serving the Community are installed by Declarant or the United States Postal Service on a Lot, Declarant hereby reserves to itself and grants to the Owners, non-exclusive easements for the use, repair and replacement of the mailboxes by the Owners of the Lots serviced by such cluster mailbox.

3.8 **Easements for Landscaping**. There are easements in favor of Valley-Wide Recreation & Park District and its successors or assigns over the Landscape Easement Areas. The Owner of a Lot in a Landscape Easement Area is subject to the restrictions imposed by the easement covering such area and may not obstruct or place items within such area without the prior consent of the County or Valley-Wide Recreation & Park District and its successors or assigns.

3.9 **Easements for Trail**. There are easements in favor of Riverside County Regional Parks and Open Space District over the Trail Easement Areas. The Owner of a Lot in a Trail Easement Area is subject to the restrictions imposed by the easement covering such area and may not obstruct or place items within such area without the prior consent of the Riverside County Regional Parks and Open Space District.

3.10 **Easements for Storm Drain Improvements**. There are public easements established over the Storm Drain Easement Areas. The Owner of a Lot subject to a Storm Drain Easement Area is subject to the restrictions imposed by the easement covering such area and may not obstruct or place items within such area without the prior consent of the County.

3.11 **Amendment to Eliminate Easements**. Any attempt to modify or eliminate this **ARTICLE 3** shall require the prior written approval of Declarant, so long as Declarant is the Owner of a Lot. Failure to gain such prior written approval shall render any such amendment void and without legal effect.

ARTICLE 4
USE RESTRICTIONS

4.1 **Declarant**. Other than as may be required to comply with Applicable Laws, none of the restrictions set forth in this **ARTICLE 4** shall apply to Declarant.

4.2 **Residential Uses**. Each Residence shall be used as a private dwelling and for no other purpose. No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or within any Residence. Notwithstanding the foregoing, this Section shall not preclude activities which do not create any external evidence thereof, including, without limitation, any increased impact on parking, provided that such activities are conducted in conformance with all Applicable Laws and are merely incidental to the use of the Residence as a single family dwelling.

4.3 **Prohibited Dwelling Structures**. At no time shall any garage, basement, attic, outbuilding, tent, shack, shed, trailer, camper, motorhome, boat or structure of any kind be constructed within the Property, except for the one (1) Residence constructed upon each Lot, be used as a dwelling.

4.4 **Installation and Maintenance of Landscaping**. Subject to the provisions set forth in this Declaration regarding architectural and landscaping approval, each Owner shall, at such Owner's own cost and expense, maintain such Owner's Lot in a neat, clean, safe and attractive condition at all times, in accordance with the Maintenance Obligations, so as to preserve the aesthetic quality of the Property. Each Owner shall be responsible for the maintenance and upkeep of landscaping and irrigation within all portions of such Owner's yard. Yards shall be maintained free of all weeds, rubbish, trash and debris at all times. Plans and specifications, including the nature, type and kind of all proposed landscape and irrigation Improvements, and the dimensions thereof, must be submitted to Declarant for approval, in accordance with **ARTICLE 6** of this Declaration. Each Owner shall install landscaping on any portion of the Owner's yard not landscaped by Declarant within twelve (12) months following the conveyance of such Lot from Declarant to an Owner. As required by the County, the use of water-intensive landscaping is prohibited and each Owner shall use low water use landscaping pursuant to the provisions of County Ordinance No. 859, as adopted and any amendments thereto.

4.5 **Drainage**. Each Owner covenants and agrees not to obstruct or otherwise interfere with the concrete drainage swales, yard drains, catch basins and other area drains and related facilities (collectively the "**Drainage Facilities**") installed by Declarant pursuant to the approved grading plans for the Property, nor shall such Owner obstruct, redirect, alter or otherwise interfere with, in any manner whatsoever, the established drainage patterns for such Lot, or regrade or otherwise reconstruct such Owner's Lot in any manner which will result in the alteration of the established drainage pattern or in any way redirect, impede or otherwise impair the flow of drainage waters across such Owner's Lot without obtaining the proper permits or approval by the County for such Improvements. Each Owner shall regularly inspect and, if necessary, clean out any Drainage Facilities located on such Owner's Lot. If it is necessary to alter said drainage pattern for the protection and use of such Owner's Lot, the Owner will make adequate provisions for proper drainage in accordance with the appropriate governmental grading ordinance. Any alterations to any of the Drainage Facilities shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest

4.6 **Signs**. Subject to the provisions of California Civil Code Sections 712 and 713, as the same may be amended from time to time, no sign of any kind shall be displayed to the public view on or from any Lot, except (a) one (1) "for sale," "for lease" or "for exchange" sign of reasonable size on any Lot, which shall be permitted to include directions to the Lot, the Owner's or agent's name, and the Owner's or agent's address and telephone number; (b) one (1) sign indicating that the Lot (and Residence) is protected by a security alarm system; and (c) noncommercial signs permitted by California Civil Code Section 4710. All signs permitted under this Section shall conform to all Applicable Laws.

4.7 **Animals**. No animals, fowl, reptiles, poultry, fish or insects of any kind ("**animals**") shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers nor in violation of any applicable local ordinance or any other provision of this Declaration. As used herein, "unreasonable numbers" shall mean any number in excess of the maximum number of animals of a particular kind permitted by the County to be kept and maintained on a Lot. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within an enclosure, an enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, each Owner shall be liable to each and all other Owners, their families, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of such Owner's family, tenants or invitees. It shall be the absolute duty and responsibility of each such Owner to clean up after such animals.

4.8 **Windows**. No window in any Residence shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, reflective tint or paint or any other material reasonably deemed

inappropriate for such use by Declarant; provided, however, that an Owner may use plain white or other neutral colored sheets to cover windows for a period not to exceed six (6) months after the close of escrow pending the installation of drapes, curtains, shutters, blinds or other appropriate interior window coverings.

4.9 **Nuisances**. No Owner shall commit or permit any nuisance within the Property or commit or suffer any illegal act to be committed thereon. No noxious activities or excessive noise shall be permitted within the Property.

4.10 **Compliance With Applicable Laws**. Each Owner shall comply with all Applicable Laws.

4.11 **Exterior Painting**. No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within unless the paint color is consistent with the applicable code standards and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with the surrounding color scheme of the Property.

4.12 **Repair and Reconstruction**. In the event of damage or destruction to a Residence or other portion of a Lot ("**Damaged Improvement(s)**"), the Owner shall promptly, after the damage or destruction: (a) commence to restore, repair, rebuild or reconstruct such Damaged Improvement(s) and diligently pursue such reconstruction to completion; or (b) clear such Owner's Lot and maintain the same clear of all debris, weeds, rubbish and other unsightly and unsafe materials. If the Owner elects to rebuild, all repairs and restoration shall be completed in a good and workmanlike manner, consistent with Governmental Requirements and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with surrounding Improvements. To the extent any repair or restoration causes a deviation from the conditions of approval issued by the County for any portion of the Property and/or constitutes a material change to the Improvements or the Property as approved by the County, such repair or restoration shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

4.13 **Parking and Vehicular Restrictions**. None of the following (collectively "**Prohibited Vehicles**") shall be parked, stored or kept on the Property, except wholly within a Lot's enclosed garage, and then only if the garage door is capable of being fully closed with the Prohibited Vehicle located within the garage: bus, aircraft, inoperable vehicle; or any vehicle or vehicular equipment constituting a nuisance. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas within the Property, except for the purposes of loading, unloading, making deliveries or emergency repairs ("**Transitory Use**"), provided that no Transitory Use shall extend over more than seventy-two (72) hours during any seven (7) consecutive days. Notwithstanding the foregoing, the streets providing access to the Property are public streets which are outside of the jurisdiction of Declarant and may be controlled only by the County. No Owner shall park, store or maintain a recreational vehicle (including, without limitation, any camper unit, motorhome, trailer, boat trailer, or similar vehicle), within the Property unless such vehicle is parked along the side of, or in the rear of, a Lot and is reasonably screened from view of all adjacent Lots. Garages shall be used only for parking and storage of vehicles, and shall not be used for living or business purposes. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the garage.

4.14 **Antennae and Satellite Dishes**. No Owner shall install any antenna, satellite dish, or other over-the-air receiving device that is of a size larger than is permitted under Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws or rules or decisions promulgated with respect thereto.

4.15 **Leasing**. No Owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement.

4.16 **Drilling**. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

4.17 **Unsightly Articles**. No unsightly articles, including woodpiles, garbage cans, storage boxes, tools and equipment shall be permitted to remain on any portion of a Lot which is visible from any street or from any other Lot within the Property, unless such items are obscured from view by a fence or other appropriate screen. There shall be no exterior drying or laundering of clothes or any other items, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot. All garbage cans put out for collection shall be exposed to the view of neighboring Lots for only a reasonable period of time.

4.18 **Hazardous Materials**. Any Hazardous Materials within the Property shall be disposed of in compliance with Applicable Laws. Owners are encouraged to consult with the Governmental Agencies and the refuse hauler in the area of the Property concerning the proper disposal of any Hazardous Material. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State and County requirements as prescribed in their respective containers. Owners shall indemnify, defend and hold harmless any other Owner, including Declarant and Declarant Parties, and any other Owner's tenants and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from Hazardous Materials kept, maintained or released on the Property.

4.19 **Reduction of Pollutants in Storm Water**.

4.20.1 **Generally**. Each Owner acknowledges that water that enters a storm drain may flow directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that impairment of the water quality may have an impact on the environment. Accordingly, the National Pollutant Discharge Elimination System ("**NPDES**"), the Federal Clean Water Act, and the policies and ordinances of the State Water Resources Control Board and the Regional Water Quality Control Board prohibit discharging anything other than surface runoff and drainage associated with storm events and snow melts into storm drainage systems, including gutters and streets which drain into storm drains. Disposal of pollutants and materials into a storm drain system may result in significant penalties and fines. Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, or others etc.) who dispose of pollutants from Owner's Lot into a storm drain system. Discharges of water associated with landscape irrigation, lawn watering, dechlorinated swimming pool discharges and noncommercial washing of vehicles in residential zones shall be made only in accordance with all Applicable Laws.

4.20.2 **Storm Water Pollution Prevention Best Management Practices**. To comply with the requirements of the County in connection with the storm-water pollution prevention best management practices, each Owner agrees that it will, at all times, maintain all Improvements on Owner's Lot in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. If Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash and recycling receptacles on an Owner's Lot shall be covered and closed at all times and shall be stored in the garage or fenced yard. Each Owner of a Lot is obligated to comply with any storm-water pollution prevention best management practices implemented from time to time by the Governmental Agencies.

4.20.3 **Right of Entry**. Declarant and Declarant's agents and employees shall have the right to enter upon any Lot (other than the interior of the Residence situated thereon) to perform the

Maintenance Obligations required to be performed by the Owner to the extent required under this **Section 4.20**. This right of entry by Declarant shall continue until Declarant's notice of termination is approved by the Regional Water Quality Control Board and the State Water Resources Control Board.

4.20.4 **Indemnification**. An Owner who does not comply with the storm-water requirements described above shall indemnify, defend and hold harmless the County, any other Owner, Declarant, Declarant Parties and such Owner's tenants and invitees, from all damages, losses, fines, penalties, causes of action, liabilities, costs and expenses, including, without limitation, remedial costs and attorneys' fees resulting directly or indirectly any noncompliance with such storm-water runoff requirements or from the Owner's failure to maintain the Owner's Lot pursuant to the terms set forth in this Section and any Applicable Laws.

4.20 **Water Supply and Water Softener Systems**. No individual water supply or water softener system, nor any sewage disposal system shall be permitted on the Property unless such system is designed, located, constructed and equipped in accordance with Governmental Requirements.

4.21 **Notice of Airport in Vicinity**. The Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Each Owner should consider what airport annoyances, if any, are associated with the Property before such Owners completes its purchase and determine whether such annoyance are acceptable to such Owner.

4.22 **Roof Mounted Equipment**. No roof-mounted mechanical equipment shall be permitted on a Residence or within the Property, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

4.23 **Roll-Up Garage Doors**. All Residences shall have automatic roll-up garage doors.

4.24 **No Easements for View Purposes; Disclaimer**. Neither Declarant nor the employees or agents of Declarant, have made any representations whatsoever concerning the view, if any, that a particular Lot or other Improvement thereon will enjoy. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot or any real property not within the Property, regardless of whether such Lot is owned by Declarant. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant, and further construction, development and growth of landscaping, both within the Property and in the immediate vicinity of the Property may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment.

ARTICLE 5
MAINTENANCE

5.1 **Maintenance of Lots**. Each Owner shall be responsible for and shall bear all costs of maintaining such Owner's Lot and all Improvements thereon. Each Owner shall be responsible for maintaining and keeping street trees, if any, in good condition at all times. The County shall have the right to review and approve any action by an Owner to remove and/or replace any street trees.

5.2 **Parkway Maintenance**. Each Owner shall maintain the Parkway Maintenance Area bordering such Owner's Lot in a clean and neat condition.

5.3 **Performance of the Maintenance Obligations By Owner**. Each Owner will perform and comply with the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowner Maintenance Manual and other materials describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Lot.

5.4 **Walls and Fences**. Each Owner whose Lot, or portion thereof, is improved with a block wall or fence, or a combination thereof, which borders the perimeter of the Property, as required in the conditions of approval for the Property, shall be responsible for maintaining, repairing and replacing that portion of the block wall or fence in good condition and free from graffiti at all times. In addition, each Owner shall maintain all walls and fences on their Lot as set forth in **Section 3.6**.

5.5 **Drainage**. Unless otherwise set forth in this Declaration, all drainage devices, including, without limitation, drainage swales and area drains, located on each Owner's Lot shall be maintained by said Owner free and cleared of any weeds, rubbish, mud, silt or other debris. In the event said Owner does not comply with this maintenance responsibility and the drainage devices impact the adjoining Lots, the Owner(s) of said Lot(s) is/are hereby granted a nonexclusive easement across the adjacent Lot as necessary to maintain, clear and repair the drainage devices to ensure proper drainage.

5.6 **Maintenance by Valley Wide**. All Property subject to this Declaration are residential lots, and the Property subject to this Declaration does not include any open space, park lots or other common area. Open space Lot 105 and park site Lot 106 of Tract No. 30808-1 as indicated on the Final Map located in the vicinity of the Property will be owned and maintained by Valley-Wide Recreation & Park District, or its successor or assign.

ARTICLE 6
ARCHITECTURAL APPROVAL

6.1 **Architectural Approval**. Until the date which is twelve (12) months after the conveyance of the last Lot in the Property to an Owner from Declarant, no Outdoor Improvements shall be installed upon a Lot until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials, and location ("**Plans**") have been submitted to and approved by Declarant in accordance with the procedures set forth in **Sections 6.2** and **6.3**. To the fullest extent permitted by Applicable Laws, Declarant Parties shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act, omission of negligence in connection with the approval, conditional approval or disapproval of Plans. Declarant may, in its discretion and at any time, waive its approval rights granted under this **ARTICLE 6**, subject to such terms and conditions as Declarant may impose.

6.2 **Submittal of Plans**. Any Owner desiring to install any Outdoor Improvement requiring Declarant's approval shall submit Plans to Declarant either: (a) by nationally recognized overnight courier with receipt for delivery, or (b) by United States certified or registered mail, postage prepaid, return receipt requested. All Plans for Outdoor Improvements requiring a County permit shall have been prepared by an architect, engineer or designer licensed or certified by the State of California, or by such other person, including an Owner, as may be approved in writing, by Declarant. The initial address, until otherwise changed, for submission of Plans to Declarant shall be the address for Declarant set forth in **Section 8.8**.

6.3 **Architectural Approval - Review of Plans**. Declarant shall have the right, but not the obligation, to promulgate reasonable guidelines ("**Design Guidelines**") against which to examine any request made pursuant to this **ARTICLE 6** in order to ensure that the Plans are in conformance and harmonious with the exterior design and existing materials of the buildings in the Property. No Outdoor Improvement shall be commenced by an Owner until the Plans have either been: (a) approved in writing by Declarant; or (b) deemed approved by Declarant pursuant to the procedures set forth below.

Until receipt by Declarant of any information as may be required herein, Declarant may postpone review of any Plans submitted for approval. Any application submitted pursuant to the provisions of **Section 6.2** shall be deemed approved, unless written disapproval or a request for additional information or materials by Declarant shall have been transmitted to the applicant within forty-five (45) days after the receipt by Declarant of all required materials.

6.4 **Submittal to County - Right of Declarant to Review Changes**. Upon obtaining the written approval of Declarant, the Owner shall thereafter submit Plans to the appropriate Governmental

Agency, if the proposed Outdoor Improvements require the issuance of a building permit or other approval. If the approvals of the Governmental Agency are not obtained or the Outdoor Improvements are not installed within six (6) months from the date of approval by Declarant, Declarant shall have the right, but not the obligation, to review all previously-approved Plans. In addition, if the Governmental Agency requires modifications to the Plans previously approved by Declarant, the Owner shall submit to Declarant all such modifications and Declarant shall have the right, but not the obligation, to review and to impose further conditions on the modified Plans.

6.5 **Approval of Governmental Agency**. Approval of any Outdoor Improvement by Declarant shall not be construed to warrant or represent in any way that the Outdoor Improvement meets Governmental Requirements. Similarly, approval of any Outdoor Improvement by the Governmental Agency shall not be construed to constitute approval of such Outdoor Improvement by Declarant.

6.6 **Conflicts Between Governmental Requirements and Declarant Requirements**. In the event of any conflict in the Governmental Requirements and Declarant's requirements for the proposed Outdoor Improvements, the more restrictive requirements shall be controlling. Nothing herein shall limit Declarant from imposing requirements which are more restrictive than requirements imposed by any Governmental Requirements.

6.7 **Construction of Improvements**. Any work approved pursuant to this Article shall be performed in accordance with the provisions set forth below:

6.8.1 **Performance of Work**. Except in the case of an emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize the duration of the work and the inconvenience to other Owners. All work shall be performed in a neat and orderly manner, and all reasonable safety precautions shall be taken during the performance of such work.

6.8.2 **Indemnification**. The Owner of any Lot upon which any work for any Improvement is being performed shall save, indemnify, protect, defend and hold harmless Declarant, Declarant Parties and every other Owner from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work.

6.8 **Approval Not Waiver; Enforcement**. The approval or disapproval by Declarant of any Plans for Outdoor Improvements shall not be deemed to constitute a waiver by Declarant of its right to object to, or approve of, the same features or elements embodied in Plans submitted for approval for use on any other Lot.

6.9 **Non-Liability for Approval**. If Declarant approves any Plans, such approval only constitutes approval of the architectural design and does not constitute approval of: (a) engineering design; (b) compliance with Applicable Laws; (c) compliance with regulations of any public utility; or (d) any easements or other agreements affecting the applicable Lot. By approving such Plans, Declarant assumes no liability or responsibility therefor, or for any defect in any Outdoor Improvement, or for any obstruction or impairment of view caused or created as a result of any Outdoor Improvements. Each Owner, by acceptance of a deed to a Lot, agrees: (i) that Declarant shall not be responsible for any damages or injuries that may result from the installation or maintenance of Outdoor Improvements by such Owner; and (ii) to indemnify and hold Declarant Parties harmless from and against any and all liabilities, claims, damages, costs, losses, proceedings, and causes of action, including, without limitation, attorney's fees, arising from such Owner's construction, installation, demolition, repair or use of Outdoor Improvements.

6.10 **Owner Acknowledgement**. Each Owner understands and, by acceptance of a deed to a Lot, acknowledges that this Declaration does not provide for the formation or maintenance of an architectural review committee of homeowners in the Property. The formation of such a committee would require an amendment to this Declaration. Each Owner further understands and, by acceptance of a deed to a Lot, acknowledges that the Property is not considered to be a common interest development,

as more particularly defined in California Civil Code Sections 4000 *et seq*. Consequently, if an amendment to this Declaration is made for the establishment of an architectural review committee by the Owners, any Owner who serves as a member of such architectural review committee is not protected under any liability insurance or directors' and officers' insurance coverage that might customarily be purchased by a homeowners association in a common interest development, nor are such committee members indemnified from and against any loss, cost, liability and expense that may be imposed upon such members in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which such members may be made a party by reason of an action alleged to have been taken or omitted as a member of such architectural review committee.

ARTICLE 7
ENFORCEMENT

7.1 **Enforcement Rights**. The County, Declarant and any Owner of any Lot shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the Covenants imposed by this Declaration, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. The failure of the Governmental Agencies, Declarant or any Owner to enforce any of the Covenants shall not constitute a waiver of the right to enforce the same thereafter.

7.2 **Violation of Covenant Deemed Nuisance**. The result of every act or omission whereby any of the Covenants are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any Owner.

7.3 **Remedies Are Cumulative**. The remedies herein provided for breach of the Covenants shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

7.4 **Effect of Breach on Mortgagees**. A breach of the Covenants shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said Covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

ARTICLE 8
GENERAL PROVISIONS

8.1 **Constructive Notice and Acceptance**. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the Covenants contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

8.2 **Rights of Lender**. Any Owner may encumber such Owner's Lot by a deed of trust or mortgage. The beneficiary of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the Property is referred to in this paragraph as a "lender." A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any lender. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure, but otherwise this Declaration shall be binding upon and effective against any Owner who acquires title by foreclosure, by Trustee's sale or otherwise. It is intended that any loan to facilitate the resale of any portion of the Property after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value.

8.3 **Severability**. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

8.4 **Term**. The Covenants shall run with and bind the Property for a term of sixty (60) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by the then Owners of a majority of the Lots, agreeing to terminate said Covenants, in whole or in part, has been recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within one (1) year prior to the termination of any successive ten (10) year period. Any termination shall be subject to the written approval of the County Assistant TLMA Director – Community Development.

8.5 **Covenants Running With The Land**. Each of the Covenants shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and superior to all other encumbrances applied against or in favor of any portion of the Property.

8.6 **Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Property. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

8.7 **Amendments**. Prior to the conveyance of a Lot to a member of the public, Declarant shall be entitled to amend, modify, remove and/or restate this Declaration by an instrument executed by Declarant and recorded in the Official Records. Subsequent to the conveyance of a Lot to a member of the public, this Declaration may be amended only by the written assent of the Owners of at least sixty-seven percent (67%) of the Lots. This Section shall not be amended to allow amendments by less than a majority of the Owners. So long as Declarant is the Owner of one (1) or more Lots in the Property, no amendment, restatement or revocation of any provision of this Declaration shall be effective without the prior approval of Declarant, which approval shall be evidenced by Declarant's written consent to the recordation of such an amendment, restatement or revocation. An amendment made in accordance with the provisions of this Section shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and recorded in the Official Records. Upon such recordation, the amendment shall be binding upon all Owners and all mortgagees, regardless of whether such Owner or such mortgagee consented to such amendment. Notwithstanding any provision of this Declaration to the contrary, the following provisions shall apply: "This Declaration shall not be terminated "substantially" amended, or property deannexed therefore absent the prior written consent of the Assistant TLMA Director – Community Development of the County of Riverside or the County's successor-in-interest."

8.8 **Notices**. All notices other than Plans delivered pursuant to **ARTICLE 6** permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid. Any such notice shall be directed as follows:

If to Declarant: CADO Indigo LLC
1545 Faraday Avenue
Carlsbad, CA 92008

If to an Owner: To the street address of the Residence or other address the Owner may request

8.9 **No Racial Restriction**. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of such Owner's Lot on the basis of race, sex, color or creed.

8.10 **Number; Gender**. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

8.11 **Exhibits**. All exhibits referred to herein are incorporated by reference.

8.12 **Statutory References**. All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration and any successor laws as may be amended from time to time.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below.

Date: _____

"DECLARANT"

CADO INDIGO LLC, a California limited liability company

By: ZIKAKIS ASSET MANAGEMENT LLC, a California limited liability company
Its: Managing Member

By: CAPSTONE ASSET MANAGEMENT, INC., a California corporation
Its: Managing Member

By: _____
Name: Alex Zikakis
Title: President

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 San Diego)

On June 25 2020, before me, Jennifer Perez, a Notary Public, personally appeared Alex Zikakis, 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 Jennifer Perez

JENNIFER PEREZ
Commission No. 2184675
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires MARCH 25, 2021

EXHIBIT "A"

PROPERTY

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

LOTS 1 THROUGH 104, INCLUSIVE, OF TRACT MAP NO. 30808-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK _____, PAGES _____ THROUGH ____, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY,
STATE OF CALIFORNIA

TRACT NO. 30808-1

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 31944,
PARCEL MAP BOOK 211 PAGES 34 & 35, RIVERSIDE COUNTY RECORDS,
IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS
JULY, 2004

OWNER'S STATEMENT

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

AS A CONDITION OF DEDICATION OF LOT "A" (OLIVE AVENUE) AND LOT "B" (LEON ROAD) THE OWNERS OF LOTS 1 THROUGH 11, INCLUSIVE, 18 THROUGH 21, INCLUSIVE, 28 THROUGH 31, INCLUSIVE, 38, 39, AND 61 THROUGH 64, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL; ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT OVER ALL OF OPEN SPACE LOT 105 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 59 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: OPEN SPACE LOT 105.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: PARK LOT 106.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING WITHIN LOTS 1 THROUGH 9 INCLUSIVE AND LOTS 61 THROUGH 64. THE DEDICATION IS FOR TRAIL AND LANDSCAPE MAINTENANCE PURPOSES.

CADO INDIGO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ZIKAKIS ASSET MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: CAPSTONE ASSET MANAGEMENT, INC. A CALIFORNIA CORPORATION
ITS MANAGING MEMBER

BY: Alex Zikakis 3/8/22
NAME: ALEX ZIKAKIS DATE
TITLE: PRESIDENT

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT A
THE REQUEST OF PACWEST GROUP ON JANUARY 29, 2002. I HEREBY ST
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICA
BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT
THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APP
THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: FEBRUARY 28, 2022

Matthew E. Webb

MATTHEW E. WEBB
L.S. NO. 5529
EXPIRES 12-31-22

COUNTY SURVEYOR'S STATEME

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MA
ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED B
SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPE
OF TRACT MAP NO. 30808 AS FILED, AMENDED AND APPROVED BY THE
NOVEMBER 2, 2004 THE EXPIRATION DATE BEING MARCH 21, 2022; AND
THIS MAP IS TECHNICALLY CORRECT.

DATED: 3-23, 2022

TIMELY FILED

DAVID McMILLAN, L.S. 8488
COUNTY SURVEYOR EXP. 12-31-22

S

RECORDERS

FILED THIS _____
2022 AT _____
MAPS AT PAGES ___
OF THE CLERK OF T
FEE _____
NUMBER _____

PETER ALDANA
COUNTY ASSESSOR -

BY: _____
Depu

SUBDIVISION GUAR
CHICAGO TITLE CO

THE PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE LEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING HIN LOTS 1 THROUGH 9 INCLUSIVE AND LOTS 61 THROUGH 64. THE DEDICATION IS FOR TRAIL AND OSCAPE MAINTENANCE PURPOSES.

O INDIGO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ZIKAKIS ASSET MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
MANAGING MEMBER

CAPSTONE ASSET MANAGEMENT, INC. A CALIFORNIA CORPORATION
MANAGING MEMBER

Alex Zikakis 3/8/22

E: ALEX ZIKAKIS DATE
LE: PRESIDENT

TARY ACKNOWLEDGEMENT

OTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE ITITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

OF California)
TY OF San Diego)
March 7, 2022 BEFORE ME, Douglas Desjardins, A NOTARY C,
ONALLY APPEARED Alex Zikakis WHO PROVED E ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE N INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(~~IES~~), THAT BY HIS SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~) OR THE ENTITY UPON BEHALF OF WHICH PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

TIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING GRAPH IS TRUE AND CORRECT.

SS MY HAND.

Douglas Desjardins
TURE

MY COMMISSION NO.: 2319380
MY COMMISSION EXPIRES: 1/19/2024

Douglas Desjardins IS IN San Diego COUNTY.
NAME

MY PRINCIPAL PLACE OF BUSINESS

DOUGLAS DESJARDINS
COMM. #2319380
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXPIRES JANUARY 19, 2024

TARY ACKNOWLEDGEMENT

OTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE TITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS CHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

OF _____)
TY OF _____)
_____ BEFORE ME, _____, A NOTARY C,
ONALLY APPEARED _____ WHO PROVED E ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 30808 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 2, 2004 THE EXPIRATION DATE BEING MARCH 21, 2022; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 3-23, 2022

TIMELY FILED

DAVID McMILLAN, L.S. 8488
COUNTY SURVEYOR EXP. 12-31-22

LICENSED LAND SURVEYOR
DAVID McMILLAN
NO. 8488
STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY IT'S BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

DATED: 04/05/, 2022

BY: Jeff Hewitt
CHAIR OF THE BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: Sue Maxwell
Deputy

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 $ 21,500.00.

DATED: March 17, 2022

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Paula Munoz
Deputy

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ [illegible]

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 Tract 30808-1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

APR 05 2022 2.13

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 5TH day of April, 2022, by and among the County of Riverside, a political subdivision of the State of California ("County") and CADO Indigo, LLC ("Owner").

RECITALS

A. Owner has applied to County for approval of a Final Map for as **Tract 30808-1** 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. <u>County's Performance and Obligations</u>

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 allot ted and as prescribed by this Lien Agreement.

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

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

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

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

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

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

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

V. County's Remedies

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

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

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

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

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

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

VI. General Provisions

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

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

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE ("COUNTY")

By: _____

Chairman, Board of Supervisors

JEFF HEWITT

APR 05 2022

ATTEST:

KECIA HARPER,
Clerk of the Board

By: _____

Deputy

CADO Indigo LLC, a California limited liability company ("OWNER")

By: Capstone Asset Management, Inc., a California corporation
Its Managing Member

By: _____

Alex Zikakis, President, Secretary, and Chief Financial Officer

APPROVED AS TO FORM

County Counsel

By: _____

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 San Diego)

On September 24, 2020 before me, Isann Rose Domingo Credito,Notary Public
(insert name and title of the officer)

personally appeared Alex Zikakis,
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.

ISANN ROSE DOMINGO CREDITO
Notary Public - California
San Diego County
Commission # 2322385
My Comm. Expires Mar 26, 2024

Signature _____ **(Seal)**

Recording Requested By
Fidelity National Title

RECORDING REQUESTED BY:

AND WHEN RECORDED, RETURN
THIS GRANT DEED TO AND
MAIL TAX STATEMENTS TO:

CADO INDIGO, LLC
1545 Faraday Avenue
Carlsbad, CA 92008

DOC # 2009-0298684
06/11/2009 08:00A Fee:25.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T: 71	CTY	UNI	029

Assessor Parcel Numbers:
461-280-024-7
Tra 071

(Space Abc

The undersigned Grantor declares that the documentary transfer tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended. The property that is conveyed is within the County of Riverside, State of California. DTT: Not of Public Record

25

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GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FIELDSTONE COMMUNITY PARK, LLC, a California limited liability company ("Grantor"), hereby grants to CADO INDIGO, LLC, a California limited liability company ("Grantee"), the real property in the County of Riverside, State of California, more particularly described on Exhibit "1" attached hereto (the "Property").

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record, apparent, or known to Grantee.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: June 10, 2009

"Grantor"

FIELDSTONE COMMUNITY PARK, LLC, a California limited liability company

By: Fieldstone Communities, LLC, a California limited liability company, its managing member

By: [signature]
Name: Jo Faris
Title: Division President

By: [signature]
Name: DAVID Greminger
Title: President

Mail Tax Statements as Directed Above

EXHIBIT A

State of California)
) ss.
County of Orange)

On June 10, 2009 before me, Deborah Hoggatt, Notary Public personally appeared Jo Faris, ~~personally known to me~~ (or 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: Deborah Hoggatt

DEBORAH HOGGATT
Commission # 1747881
Notary Public - California
Orange County
My Comm. Expires May 26, 2011

State of California)
) ss.
County of Orange)

On June 10, 2009 before me, Deborah Hoggatt, Notary Public personally appeared David Gremminger, ~~personally known to me~~ (or 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: Deborah Hoggatt

DEBORAH HOGGATT
Commission # 1747881
Notary Public - California
Orange County
My Comm. Expires May 26, 2011

EXHIBIT A

Exhibit "1"

Legal Description

The Property is that certain real property located in the County of Riverside, State of California that is more particularly described as follows:

Parcel 4 of Parcel Map 31944, in the unincorporated area of Riverside County, as per Map recorded in Book 211, Page(s) 34 through 35, inclusive of Parcel Maps, in the Office of the County Recorder of Riverside County, California

EXHIBIT A

Date Prepared:
7/15/2020

FEES SECURITIES WORKSHEET
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

TRACT / PARCEL / MS No. TR 30808-1 **IP No.** 170015

☐ 100% Bond to record map

☒ 120% Bond to record map before improvement plans are signed

PART 1 - FAITHFUL PERFORMANCE and MATERIALS & LABOR		FAITHFUL PERFORMANCE		MATERIALS & LABOR	
A Streets & Local Drainage Improvements (120% of $3,458,991.08)		$ 6,302,000.00	(a)	$ 3,151,000.00	(b)
B Transportation Drainage Improvements	(See above)	$ -	(a)	$ -	(b)
C Water Improvements (120% of $342,940.50)	EMWD	$ 951,326.81	(a)	$ 475,663.41	(b)
D Sewer Improvements (120% of $324,795.00)	EMWD	$ 324,795.00	(a)	$ 162,397.50	(b)
E Onsite L/S (if separate from Street/Drainage)		$ -	(a)	$ -	(b)
F **SUBTOTAL** (A + B + C + D + E)		$ 7,578,121.81		$ 3,789,060.91	
G RCFCD Drainage Improvements - Based on letter dated	May 19, 2020	$ 5,514,640.00	(a)	$ 5,514,640.00	(a)
H **TOTAL SECURITY REQUIRED**		**$ 13,092,800.00**		**$ 9,303,700.91**	

PART 2 - WARRANTY RETENTION	
10% of Faithful Performance	$ **1,309,280.00**

PART 3 - MONUMENT SECURITY BOND		
Based on Riverside County Surveyor estimate dated	July 15, 2020	$ **116,143.20**

PART 4 - TRANSPORTATION DEPT INSPECTION FEE		
I Base: 3% of Line F	$ 227,343.65	
J Surcharge: 2% of Line I	$ 4,546.87	
K **TOTAL TRANSPORTATION DEPARTMENT INSPECTION FEE** (I + J)	$ **231,890.53**	($75,000 max deposit required)

BOND SUMMARY	FAITHFUL PERFORMANCE	MATERIALS & LABOR
STREETS & ALL DRAINAGE (A + B + E + G)	**$ 11,816,640.00**	**$ 8,665,600.00**
WATER IMPROVEMENTS	**$ 951,400.00**	**$ 475,700.00**
SEWER IMPROVEMENTS	**$ 324,800.00**	**$ 162,400.00**
WARRANTY RETENTION	**$ 1,309,280.00**	(Bond or Security)
MONUMENT SECURITY BOND	**$ 116,140.00**	(Bond or Security)
TRANSPORTATION DEPARTMENT INSPECTION FEE	**$ 75,000.00**	(Cash Deposit)

(a) 120% of estimated construction costs (b) 60% of estimated construction costs

CONTACT: Jon Myher
EMAIL: Jon Myhre <jmp@jonmyhreproperties.com>
ADDRESS: 8890 11th Street, Suite 202, Riverside CA 92501
PHONE: 949-795-0800

PREPARED BY: E. Duckworth
CHECKED BY:

EXHIBIT B

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

MAP # FTM 30808-01 **SCHEDULE** A **MAP CHECKER** Natalia

IP # **40246**

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**

Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	**Total Bond Amount**
283	x	**$342**	x	**120%**	=	**$116,143.20**

Submitted Monument Bond Computation to Transportation Plan Check Review Date: **7/15/2020**

* 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.

REVISED 2010

EXHIBIT B

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

PARCEL MAP OR TRACT MAP NO. TRACT 30808-1 DATE: 7/10/2020
PP, CU, PU, MS OR VL NO. IP:

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 6,301,762.61	$ 6,302,000.00	$ 3,151,000.00
*Flood Control		$ 4,595,530.00	$ 4,595,500.00	$ 2,297,750.00
Water	EMWD (District Name)	$ 951,326.81	$ 951,500.00	$ 475,750.00
Sewer	EMWD (District Name)	$ 324,795.00	$ 325,000.00	$ 162,500.00
Total		**12,173,414.41**	$ **12,174,000.00**	$ **6,087,000.00**
Warranty Retention (10%)			$ 1,217,400.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

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

Above amounts do (do not) include additional 20% for recordation prior to having signed plans (Ordinance460, Section 10.3E).

Signature

7/10/2020
Date

Sarah Kowalski
Name Typed or printed

C81093 9/30/2021
RCE# Exp. Date

REGISTERED PROFESSIONAL ENGINEER
SARAH K. KOWALSKI
NO. C81093
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

*** PLEASE READ INSTRUCTIONS BELOW ***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest $500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. **100% for Flood Control items.

3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

UNIT COSTS 3/01/2015
FORMAT 3/01/2015

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
30,885	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	$ 20.00	$ 617,700.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	$ 0.40	$ 0.00
	C.Y.	(b.) Excavate and Export	$ 1.10	$ 0.00
	C.Y.	(c.) Import and Fill	$ 2.80	$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
164	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 164.00
	S.F.	Cold Plane A.C. Pavement	$ 2.25	$ 0.00
	S.Y.	Grinding A.C. , in place	$ 2.00	$ 0.00
335	S.Y.	Remove A.C. Pavement	$ 1.45	$ 485.75
	L.F.	Remove Curb and Gutter	$ 18.00	$ 0.00
	L.F.	Remove A.C. Dike	$ 3.00	$ 0.00
6	EA.	Relocate Mailbox	$ 250.00	$ 1,500.00
	L.F.	Remove Chain Link Fence	$ 7.50	$ 0.00
	L.F.	Remove Barricade	$ 10.00	$ 0.00
9,898	TON	Asphalt Concrete (203,480 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 890,820.00
9,493	C.Y.	Agg Base Class II (203,480 S.F.)	$ 50.00	$ 474,650.00
8	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (S.F.) apply at 0.05+0.03 = 0.08 gal/SY	$ 600.00	$ 4,800.00
361	TON	Asphalt Concrete (14,400 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 32,490.00
554	C.Y.	Agg Base Class II (14,400 S.F.)	$ 50.00	$ 27,700.00
	S.F.	AC overlay (min. 0.10') (SF)	$ 0.90	$ 0.00
15,225	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 228,375.00
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
581	L.F.	Type "D" Curb	$ 15.00	$ 8,715.00
368	L.F.	A.C. Dike (6")(incl. material & labor)	$ 10.00	$ 3,680.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 15.00	$ 0.00
8,838	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 88,380.00
66,897	S.F.	P.C.C. Sidewalk	$ 6.00	$ 401,382.00
628	S.F.	P.C.C. Drive Approach	$ 8.00	$ 5,024.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
24	EA.	Handicapped Access Ramp	$ 2,000.00	$ 48,000.00

UNIT COSTS 3/01/2015
FORMAT 3/01/2015

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
38	C.Y.	Structural Reinforcement Concrete	$ 400.00	$ 15,200.00
240	L.F.	Barricades	$ 100.00	$ 24,000.00
	L.F.	Metal Beam Guard Railing	$ 50.00	$ 0.00
5,095	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	$ 10.00	$ 50,950.00
	L.F.	Chain Link Fence (6')	$ 80.00	$ 0.00
	L.F.	Relocate Fence	$ 12.00	$ 0.00
	EA.	Pipe Gate	$ 1,000.00	$ 0.00
	EA.	Relocate Power Pole	$ 10,000.00	$ 0.00
41	EA.	Street Lights (including conduit)	$ 5,000.00	$ 205,000.00
6	EA.	Concrete Bulkhead	$ 2,500.00	$ 15,000.00
	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	$ 800.00	$ 0.00
2	EA	Under Sidewalk Drain Std 309	$ 2,000.00	$ 4,000.00
	EA	Flat Outlet Drainage Structure Std 303	$ 2,000.00	$ 0.00
2	EA	Curb Outlet Drainage Structure Std 308	$ 2,000.00	$ 4,000.00
	EA	Private Drainage Structure Std 310	$ 500.00	$ 0.00
	S.F.	Terrace Drain & Down Drain	$ 6.50	$ 0.00
24	L.F.	V-Ditch	$ 6.50	$ 156.00
282	C.Y.	R.C. Box Culvert	$ 400.00	$ 112,800.00
	C.Y.	Concrete Channel	$ 200.00	$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
164	C.Y.	Rip Rap (1/2 Ton) Methob B	$ 45.00	$ 7,380.00
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	$ 75.00	$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ 0.00
1,288	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 145,544.00
1,140	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 140.00	$ 159,600.00
1,097	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 150.00	$ 164,550.00
823	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 155.00	$ 127,565.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 160.00	$ 0.00
200	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 165.00	$ 33,000.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 170.00	$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 175.00	$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	$ 40.00	$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	$ 50.00	$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	$ 60.00	$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	$ 70.00	$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	$ 80.00	$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	$ 100.00	$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	$ 110.00	$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	$ 120.00	$ 0.00
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00

UNIT COSTS 3/01/2015
FORMAT 3/01/2015

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
16	EA.	Catch Basin W=7'	$ 4,000.00	$ 64,000.00
6	EA.	Catch Basin W=10'	$ 7,800.00	$ 46,800.00
	EA.	Catch Basin W=21'	$ 12,000.00	$ 0.00
	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
	EA.	Type X Inlet	$ 2,500.00	$ 0.00
2	EA.	Junction Structure No. 1	$ 3,000.00	$ 6,000.00
6	EA.	Junction Structure No. 2	$ 3,000.00	$ 18,000.00
	EA.	Junction Structure No. 6	$ 3,700.00	$ 0.00
	EA.	Transition Structure No. 1	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
7	EA.	Manhole No. 1	$ 2,700.00	$ 18,900.00
	EA.	Manhole No. 2	$ 3,300.00	$ 0.00
	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
6	EA.	Manhole No. 4	$ 5,000.00	$ 30,000.00
1	EA.	Adjust Water Valve to Grade	$ 250.00	$ 250.00
13	EA.	Adjust MH to Grade	$ 600.00	$ 7,800.00
3	EA.	Street Name Sign	$ 400.00	$ 1,200.00
31	EA.	Local Depression	$ 1,500.00	$ 46,500.00
18	EA.	Catch Basin Fossil Filter	$ 200.00	$ 3,600.00
	EA.	6'x6' Concrete Pad	$ 800.00	$ 0.00
9,584	S.F.	6" Stamped Concrete	$ 8.00	76,672.00
38	C.Y.	30' 6" Concrete		
SIGNING, STRIPING AND SIGNALS				
	L.F.	Remove Traffic Stripes and Paint Markings	$ 2.50	$ 0.00
11	EA.	Remove, Sign, Salvage	$ 100.00	$ 1,100.00
1	EA.	Relocate Roadside Sign	$ 150.00	$ 150.00
	EA.	Street Name Sign	$ 400.00	$ 0.00
13	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 1,950.00
	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
23	EA.	Road Sign - One Post	$ 250.00	$ 5,750.00
	EA.	Road Sign - Two Post	$ 400.00	$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	$ 60.00	$ 0.00
113	EA.	Delineator (Class 1 Type F)	$ 40.00	$ 4,520.00
	EA.	Delineator (Class 2)	$ 45.00	$ 0.00
	EA.	Pavement Marker, Reflective	$ 3.75	$ 0.00
	L.F.	Paint Traffic Stripe (2 Coats)	$ 0.38	$ 0.00
	L.F.	Remove Barricade	$ 10.00	$ 0.00
	L.F.	6" Thermoplastic Traffic Stripe	$ 1.00	$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	$ 1.40	$ 0.00
	S. F.	Thermoplastic Channelizing Limit Line and	$ 2.25	$ 0.00
404	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 1,616.00
1	EA.	Signal and Lighting	$ 150,000.00	$ 150,000.00
2,809	L.F.	4"/4" double yellow stripe	$ 1.00	2,808.84
13,752	L.F.	4" solid stripe	$ 0.50	6,876.00
450	L.F.	8" solid white stripe	$ 0.90	405.00

UNIT COSTS 3/01/2015
FORMAT 3/01/2015

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2,574	L.F.	Painted Median Island	$ 2.00	5,147.68
546	S.F.	Thermoplastic Arrow marking	$ 3.75	2,047.50
2,416	L.F.	Paint two way left turn lane	$ 1.50	3,624.00
37	EA.	Pavement Marker, Reflective	$ 3.75	138.75
58	S.F.	12" Thermoplastic white stripe	$ 4.00	232.00
66	S.F.	Thermoplasitc "STOP" Legend	$ 4.00	264.00
		LANDSCAPING		
	S. F.	Maintenance Walk STD 113	$ 6.00	$ 0.00
	S. F.	Colored Stamped Concrete	$ 15.00	$ 0.00
144	EA	Street Trees (15 Gallon)	$ 140.00	$ 20,160.00
77,351	S. F.	Landscape and Irrigation	$ 5.00	$ 386,752.55
	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
	EA	Water Meter	$ 10,000.00	$ 0.00
	EA	Electric Meter	$ 10,000.00	$ 0.00
2	EA	Tree removal	$ 1,500.00	$ 3,000.00
	A.	**Subtotal**		$ **4,201,175.07**
	B.	Administrative Contingency (25% x A)		$ 1,050,293.77
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **5,251,468.84**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 1,050,293.77
	E.	**Streets/Drainage Total (C + D)**		$ **6,301,762.61**

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	$ 13.00	$ 0.00
	L.F.	6" Waterline	$ 16.00	$ 0.00
4,776	L.F.	8" Waterline	$ 21.00	$ 100,296.00
	L.F.	10" Waterline	$ 27.00	$ 0.00
4,969	L.F.	12" Waterline	$ 31.00	$ 154,039.00
	L.F.	18" Waterline	$ 40.00	$ 0.00
	EA.	4" Gate Valve	$ 650.00	$ 0.00
	EA.	6" Gate Valve	$ 800.00	$ 0.00
20	EA.	8" Gate Valve	$ 850.00	$ 17,000.00
	EA.	10" Gate Valve	$ 1,050.00	$ 0.00
8	EA.	12" Gate Valve	$ 1,250.00	$ 10,000.00
	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 0.00
28	EA.	Fire Hydrant (6") Standard	$ 2,300.00	$ 64,400.00
	EA.	4" Misc. Fittings	$ 150.00	$ 0.00
	EA.	6" Misc. Fittings	$ 200.00	$ 0.00
41	EA.	8" Misc. Fittings	$ 250.00	$ 10,250.00
	EA.	10" Misc. Fittings	$ 280.00	$ 0.00
16	EA.	12" Misc. Fittings	$ 320.00	$ 5,120.00
8	EA.	Blowoffs (6")	$ 1,800.00	$ 14,400.00
109	EA.	Service Connections	$ 475.00	$ 51,775.00
	EA.	Adjust Water Valve to Grade	$ 200.00	$ 0.00
	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
19	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 35,150.00
210	L.F.	12" CML&C Waterline	$ 40.00	8,406.40
5,270	L.F.	12" PVC recycled water line	$ 31.00	163,381.47
	A.	**Subtotal**		$ **634,217.87**
	B.	Administrative Contingency (25% x A)		$ 158,554.47
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **792,772.34**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 158,554.47
	E.	**Water Total (C + D)**		$ **951,326.81**

UNIT COSTS 3/01/2015
FORMAT 3/01/2015

Tract 30808-1 RCTLMA ON-SITE & OFF-SITE

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	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
4,047	L.F.	8" V. C. P.	$ 30.00	$ 121,410.00
	L.F.	10" V. C. P.	$ 35.00	$ 0.00
	L.F.	12" V. C. P.	$ 40.00	$ 0.00
16	EA.	Standard Manhole	$ 2,500.00	$ 40,000.00
	EA.	Drop Manhole	$ 4,000.00	$ 0.00
104	EA.	Cleanouts	$ 500.00	$ 52,000.00
104	EA.	Sewer Y's	$ 30.00	$ 3,120.00
	EA.	Chimneys	$ 400.00	$ 0.00
	EA.	Adjust M.H. to grade	$ 500.00	$ 0.00
	L.F.	Steel Casing	$ 110.00	$ 0.00
	A.	**Subtotal**		$ **216,530.00**
	B.	Administrative Contingency (25% x A)		$ 54,132.50
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **270,662.50**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 54,132.50
	E.	**Sewer Total (C + D)**		$ **324,795.00**

EXHIBIT B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. _____ SCH: _____ DATE: _____

PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	$ ##########
II. Water (Line C from Water Improvement Calculations)	$ 792,772.34
III. Sewer (Line C from Sewer Improvement Calculations)	$ 270,662.50
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (CASE TYPE % x I FROM ABOVE) NOTE: CASE TYPE % IS 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS -	$ 341,345.47
B. Water and Sewer (1% x II and III.) (Do not include for Tract or Commercial Maps	$ 10,634.35
C. Total Plan Check Deposit (A + B)	$ 351,979.82
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 7,039.60
E. Total Plan Check Deposit and Surcharge Fee	$ 359,019.42
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as	
shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum $2,000	
For PM (Schedule H, I) - minimum $2,000.00	
For PP/CU/PU/MS/VL - minimum $2,000.00	
COMMENTS	

UNIT COSTS 3/01/2015

Tract 30808-1 RCTLMA ON-SITE & OFF-SITE

FORMAT 3/01/2015

EXHIBIT B

JASON E. UHLEY
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
231235

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

May 19, 2020

Mr. Mike Mueting
Engineering Project Manager
Riverside County Transportation Department
Post Office Box 1090
Riverside, CA 92502

Dear Mr. Mueting:

Re: Tract 30808-1 Revised Bonding Estimate
Account No. 137-0-3-75319
120% for Map Recordation

This bond estimate letter will supersede the previous issued bond estimate letter dated March 9, 2020.

In accordance with Section II of the Memorandum of Understanding (MOU) between the District and the Riverside County Transportation Department 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 $4,839,178.00 ($4,595,530.00 District/$243,648.00 Transportation) 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.

Applicant has requested to bond for 120% of the estimated cost for Map Recordation, prior to the approval of the storm drain plans. The storm drain plans will be deferred to the grading permit conditions set forth for TR 30808-1. For future approvals; the applicant will need to secure the offsite right of way for the required storm drain facilities Line A, Lateral A-9, A-10, and the open channel alternative for Line C per Drawing No. 4-1126.

Item	Unit	Transportation Department Quantity	District Quantity	Unit Cost	Transportation Department Facilities Cost	District Facilities Cost
2 x 54" RCP	LF	-	1,113	$686.00	-	$763,518.00
36" RCP	LF	-	67	$234.00	-	$15,678.00
42" RCP	LF	-	607	$266.00	-	$161,462.00
Catch Basin	LF	-	98	$560.00	-	$54,880.00
Channel Excavation	CY	-	43,801	$6.60	-	$289,086.60
Culvert Headwall Wingwall	EA	-	1	$3,000.00	-	$3,000.00
Junction Structure No. 1	EA	-	8	$3,550.00	-	$28,400.00
Junction Structure No. 2	EA		2	$4,730.00		$9,460.00
Junction Structure No. 4	EA		8	$6,800.00		$54,400.00
Junction Structure No. 6	EA		1	$5,910.00		$5,910.00

EXHIBIT B

Mr. Mike Mueting May 19, 2020

Re: Tract 30808-1 Revised Bonding Estimate
Account No. 137-0-3-75319
120% for Map Recordation

Item	Unit	Transportation Department Quantity	District Quantity	Unit Cost	Transportation Department Facilities Cost	District Facilities Cost
Manhole No. 2	EA	0	1	$6,500.00	0	$6,500.00
Manhole No. 3	EA	0	2	$2,100.00	0	$4,200.00
Manhole No. 4	EA	0	6	$8,000.00	0	$48,000.00
RCB Concrete	CY	282.00	1,011	$720.00	$203,040.00	$727,920.00
Rock Slope Protection	CY	0	6,273	$80.00	0	$501,840.00
Trap Channel Concrete	CY	0	529	$380.00	0	$201,020.00
Line C – Open Channel Quantities:						
A.C. Paving and Base	SF	0	33,864	$3.00	0	$101,592.00
Box Culvert Wingwall Cal Trans D84	EA	0	1	$15,000.00	0	$15,000.00
Cal Trans D81 & D82 RCB	CY	0	511	$860.00	0	$439,460.00
Cal Trans D86A Wingwall	EA	0	3	$7,500.00	0	$22,500.00
Chainlink Fence	LF	0	1,482	$21.30	0	$31,566.60
Cutoff Wall	LF	0	57	$13.50	0	$769.50
Drainage Apron	CY	0	9	$720.00	0	$6,480.00
Guard Rails	LF	0	268	$21.30	0	$5,708.40
Rock Slope Protection	CY	0	2,717	$80.00	0	$217,360.00
Trapezoidal Channel Excavation	CY	0	17,257	$6.60	0	$113,896.20
				Subtotal	$203,040.00	$3,829,608.00
				20% Contingency	$40,608.00	$765,922.00
				Total Cost	$243,648.00	$4,595,530.00
				Inspection Fee = 3% of Total Cost		$137,866.00
				20% for Map Recordation	$48,729.60	$919,106.00
				Bond Estimate Total (120%)	**$292,377.60**	**$5,514,636.00**
				Inspection Fee		**$137,866.00**

EXHIBIT B

Re: Tract 30808-1 Revised Bonding Estimate
Account No. 137-0-3-75319
120% for Map Recordation

Very truly yours,

ALBERTO MARTINEZ
Engineering Project Manager

REGISTERED PROFESSIONAL ENGINEER
ALBERTO MARTINEZ
No. 68375
CIVIL
STATE OF CALIFORNIA

c: HRE Properties
Attn: Jon Myhre
Capstone Advisors
Attn: Mark A. Hayden
Albert A. Webb Associates
Attn: Sarah Kowalski
ec: Transportation Department
Attn: Michael Mueting
Benjie Cho
Everett Duckworth
Attn: Alberto Martinez
Jeanine Rey
Sharon Johnson

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

ACL:blm

EXHIBIT B

TRACT 30808-1 STORM DRAIN LINE EXHIBIT 3

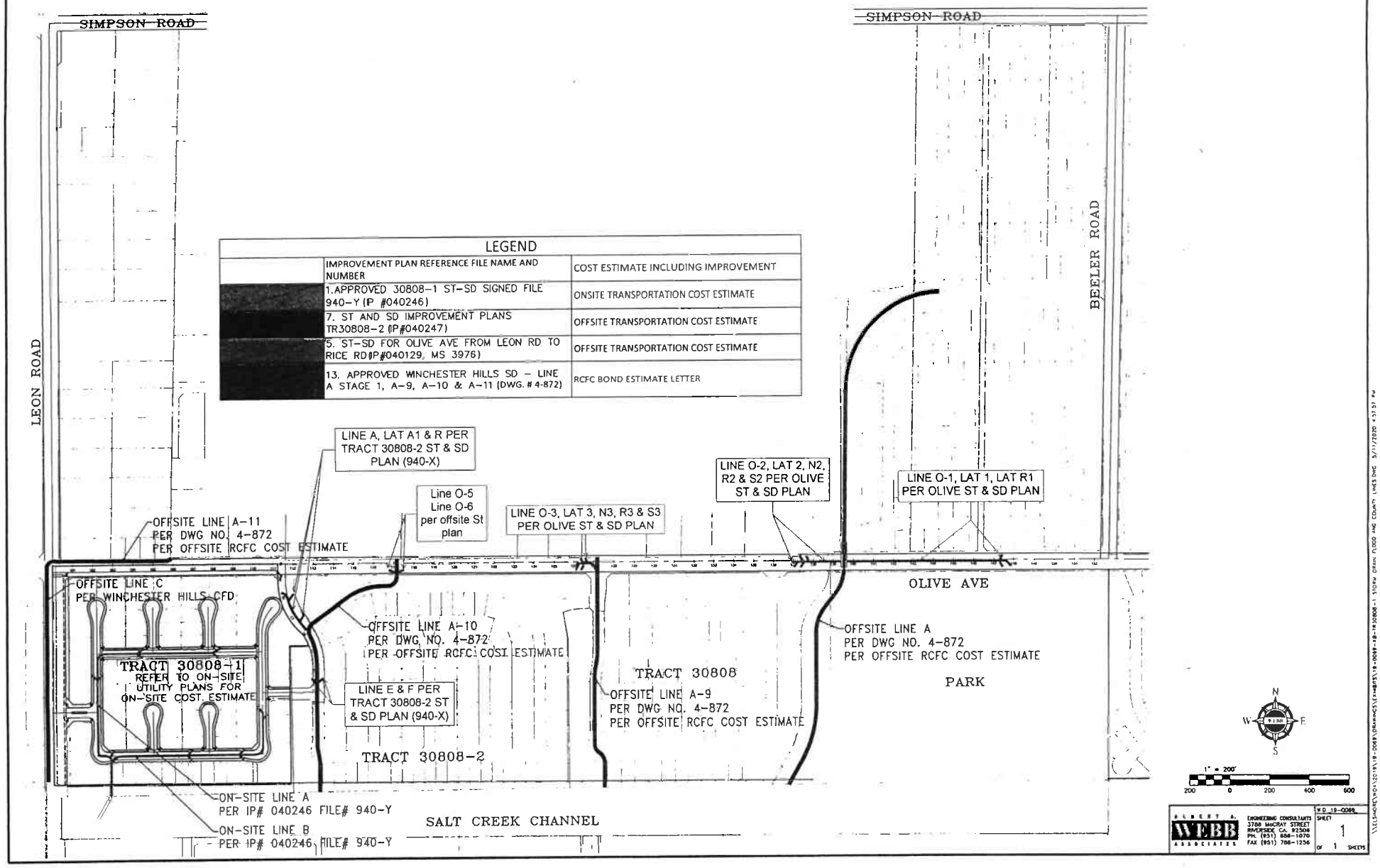

EXHIBIT B