

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



**ITEM: 2.26  
(ID # 19555)**

**MEETING DATE:**  
Tuesday, August 30, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 31687 a Schedule "A" Subdivision in the Romoland area. District 5.  
[Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreement for Final Tract Map 31687 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 31687.


**ACTION:Consent**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 30, 2022  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>                       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>                                 | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>NET COUNTY COST</b>                      | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Applicant Fees 100% |                             |                          | <b>Budget Adjustment:</b> | N/A                 |
|   |                             |                          | <b>For Fiscal Year:</b>   | N/A                 |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Tentative Map of Tract Map 31687 was approved by the Board of Supervisors on July 26, 2005, as Agenda Item 1.6. Final Tract Map 31687 is a 16.92-acre subdivision creating 31 residential lots in the Romoland 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 recordation of the Final Map. The Transportation Department recommends approval of this final tract map.

Watermarke Homes, LLC, desires 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 31687 \$952,500 for the completion of road and drainage improvements.
- TR 31687 \$110,600 for the completion of the water system.
- TR 31687 \$134,000 for the completion of the sewer system.
- TR 31687 \$31,200 for the completion of the survey monumentation.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

- TR 31687 Vicinity Map
- TR 31687 Improvement Agreement
- TR 31687 Lien Agreement
- TR 31687 Mylars

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



Jason Farin, Principal Management Analyst

8/24/2022



Ronak Patel, Deputy County Counsel

8/24/2022

**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 Watermarke Homes, 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 31687**, 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 **Nine Hundred Fifty Two Thousand Five Hundred and no/100 Dollars (\$952,500.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds

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

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

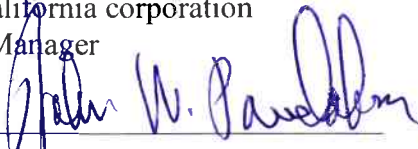
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President

# 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 Bernardino )

On July 14, 2021 before me, Susan J. Kunz Notary Public  
(insert name and title of the officer)

personally appeared John W Pavelak  
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 [Handwritten Signature] (Seal)

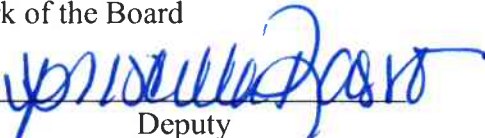
COUNTY OF RIVERSIDE

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



**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 Watermarke Homes, 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 31687**, 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 **One Hundred Ten Thousand Six Hundred and no/100 Dollars (\$110,600.00)**.

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

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

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

extension thereof granted by the County.

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time,

by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

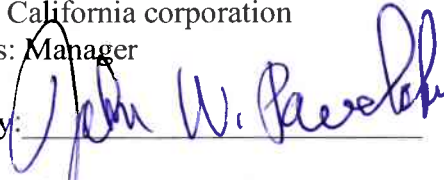
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President

# 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 Bernardino )

On July 14, 2021 before me, Susan J. Kunz, Notary Public  
(insert name and title of the officer)

personally appeared John Pavelak  
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 Susan J. Kunz (Seal)


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

**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 Watermarke Homes, 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 31687**, 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 **One Hundred Thirty Four Thousand and no/100 Dollars (\$134,000.00)**.

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security prescribed by in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds

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

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

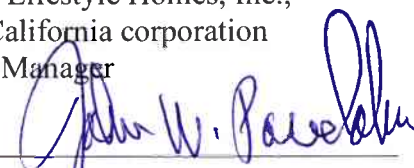
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President



## 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.

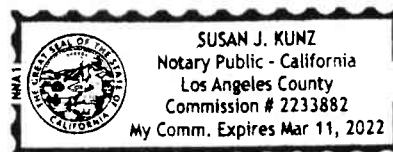
State of California  
County of San Bernardino )

On July 14, 2021 before me, Susan J. Kunz, Notary Public  
(insert name and title of the officer)

personally appeared John Pavelak  
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

Susan J. Kunz

(Seal)

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 TRIPPLICATE

Revised 02/02/10

**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 Watermarke Homes, 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 31687**, 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 **Thirty One Thousand Two Hundred and no/100 Dollars (\$31,200.00)**.

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

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

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

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

SIXTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California.

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

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

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

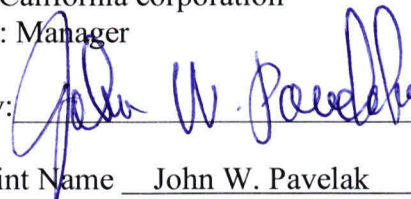
TENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By:   
Print Name John W. Pavelak

Title President

## 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 Bernardino)

On July 14, 2021 before me, Susan J. Kunz, Notary Public  
(insert name and title of the officer)

personally appeared John w Pavelak  
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 Susan J. Kunz (Seal)

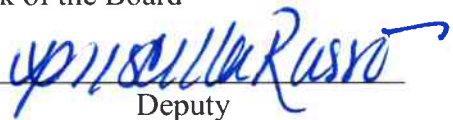
COUNTY OF RIVERSIDE

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



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

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

|                                 |   |
|---------------------------------|---|
| REQUESTED BOARD DATE: 8/30/2022 | CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO |
|---------------------------------|---|

|  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> AMENDMENT     | NO.   | <input type="checkbox"/> CHANGE ORDER    | NO.  |
| <input type="checkbox"/> RESOLUTION    | NO.   | <input type="checkbox"/> ORDINANCE       | NO.  |
| <input type="checkbox"/> AWARD PACKAGE | <input checked="" type="checkbox"/> FINAL MAP | <input type="checkbox"/> ACQUISITION/EDA | <input type="checkbox"/> ADVERTISEMENT PACKAGE |
| <input type="checkbox"/> OTHER:        |   | SUPERVISORIAL DISTRICT: 5                |  |

|  |
|--|
| <b>PROJECT/SUBJECT:</b>  |
| FINAL TRACT MAP NO: 31687(Schedule "A")  |
| DESCRIPTION: APPROVAL OF FINAL TRACT MAP, LIEN AGREEMENT AND IMPROVEMENT AGREEMENTS. |

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| CONTRACTING PARTY: Paul Hillmer      | W.O. NO.: FTM31687 (TC-SU21)(DBF) |
| PROJECT MANAGER: Paul Hillmer        | EXTENSION: 5-1843                 |
| FORM 11 AUTHOR/CONTACT: Paul Hillmer | EXTENSION:                        |

### FISCAL

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

### ROUTING

|   |
|---|
| <b>SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):</b>   |
| THE FINAL TRACT MAP, LIEN AGREEMENT AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.  |
| THE FINAL TRACT MAP, LIEN AGREEMENT AND ONE COPY OF CC&R'S FOR TRACTS 31687, 31687-1 AND 31687-2 ARE 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: |
|---------------------|--------------------|----------------|-----------|
| 19555               |                    |                |           |

2022-8-153387  
8.30.22 2.26



**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 <b>Clerk of the Board of Supervisors</b> | 8. ORG.#  | 10. DATE <b>08/31/2022</b>                    |
| 4. ORGANIZATION <b>County of Riverside</b>             | 9. ACCOUNT #  | 11. MEDIA CODE                                |
| 5. ADDRESS <b>4080 Lemon St., Room 127</b>             | 12. NO. OF BOXES TRANSFERRED  |   |
| CITY <b>Riverside, Ca. 92501</b>                       | 13. RECORDS TRANSFERRED BY:   |   |
| 6. MAIL STOP <b>1010</b>                               | 7. Name <b>Sue Maxwell</b> PHONE # <b>955-1069</b> FAX# <b>955-1071</b> | 14. RECORDS COORDINATOR (must be Authorized): |

| 15. BOX # (Temp) | 16. DESCRIPTION OF RECORDS<br><small>Must be the same as records series title on schedule</small>  | 17. RANGE OF YEARS | 18. DESTRUCTION DATE | 19. RECORD SERIES TITLE CODE | 20. PERMANENT BOX # (Barcode label) |
|------------------|--|--------------------|----------------------|------------------------------|-------------------------------------|
|                  | <b>Final Tract Map No. 31687-Sched "A"</b>   |                    |                      |                              |                                     |
|                  | <b>Subdivision of a portion of the southeast quarter of the southwest quarter of SEC 2 T5S R3W, SAN BERNARDINO BASE AND MERIDIAN with Lien Agreement, Improvement Agreements, &amp; CC&amp;R's</b> |                    |                      |                              |                                     |
|                  | <b>District 5</b>  |                    |                      |                              |                                     |
|                  |  |                    |                      |                              |                                     |
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|                  |  |                    |                      |                              |                                     |
|                  |  |                    |                      |                              |                                     |

**RECEIVED RIVERSIDE COUNTY  
CLERK/CLERK OF SUPERVISORS  
2022 AUG 31 AM 10:28**

|   |                          |             |
|---|--------------------------|-------------|
| 21. RECORDS RECEIVED BY: <i>Marcela Hurtado</i> |                          | 30. REMARKS |
| 22. TITLE                                       | 23. RECEIVED VIA:        |             |
| 24. DATE RECEIVED: <b>8/31/22</b>               | 25. TIME RECEIVED:       |             |
| 26. BOXES VERIFIED BY:                          | 27. DATE BOXES VERIFIED: |             |
| 28. NAME/DATE SCANNED TO HOLDING AREA:          |                          |             |
| 29. NAME/DATE SCANNED TO LOCATION:              |                          |             |

CC § R5

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
FOR  
MOUNTAIN VISTA**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAIN VISTA (this "Declaration") is made by Watermarke Homes, LLC, a California limited liability company ("Watermarke" or "Declarant"), being the owner of that certain real property subject to this Declaration, and hereinafter more particularly described

RECITALS:

- A. WHEREAS, Declarant is the owner of the real property located in the unincorporated area of the County of Riverside ("County"), State of California, and more particularly described as Residential Lots 1 through 31, inclusive, of Tract No. 31687, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, Residential Lots 1 through 17, inclusive, and Open Space Lots 18 and 19 of Tract No. 31687-1, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, and Residential Lots 1 through 17, inclusive, and Open Space Lot 18 of Tract No. 31687-2, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, such lots being collectively referred to hereinafter as the "Property" in "Exhibits A-1, A-2 and A-3," attached hereto and being depicted on the Diagrams attached hereto for each such Exhibit.
- B. WHEREAS, the Property consists of three (3) separate recorded final tract maps, there is no guarantee that all phases of the project to be built upon the Property will be complete, or that the number of lots as described above will be completed.
- C. WHEREAS, it is the desire and intention of Declarant to sell and convey residential Lots within the Property to various individuals, including other builders, subject to certain basic protective restrictions, limitations, easements, covenants, reservations, liens and charges between it and the purchasers or users of said Property.

NOW, THEREFORE. Declarant hereby declares that all of the real property described above, is, and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described, against any other Owner or Owners thereof.

**ARTICLE 1**  
**DEFINITIONS**

Section 1.1. Terms. Whenever used in this Declaration, the following terms shall have the following meanings:

1.1.1 *Deleted.*

1.1.2 *Deleted.*

1.1.3 *Co-Declarant* shall mean and refer to any of the successors and assigns of Declarant, as defined below, if such successors or assigns should acquire more than five (5) Lots from Declarant for the purpose of development and are designated by Declarant for the purpose hereof by a duly recorded written instrument.

1.1.4 *Co-Declarant Party* shall mean and refer to any director, officer, partner, member, employer, contractor, design professional, consultant, subcontractor or agent of any Co-Declarant.

1.1.5 *Declarant* shall mean and refer to WATERMARKE HOMES, LLC, a California limited liability company.

1.1.6 *Declaration* shall mean and refer to this enabling Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, changed or modified, from time to time.

1.1.7 *Private Easement Areas* shall mean and refer to those certain slope and/or landscaped areas of Lots located within the Property, for drainage of the flow of water over and across such Private Easement Areas, all as shown on the Tract Maps for the Property, and affecting Lots 1, 9, 10, 11, 16, and 17 of Tract 31687, and Lot 17 of Tract 31687-1 . The individual Owners shall be responsible for the maintenance of all above-ground cross lot drainage areas and related improvements on their Lots, whether or not such improvements are located within the Private Easement Areas. Notwithstanding the descriptions of the Easement Areas set forth in the applicable recorded Tract Maps for the Property, to the extent that construction of walls and fences to be constructed along boundary lines do not follow the described boundary lines due to minor errors in field construction and/or engineering errors, the actual location of the affected boundary lines shall be as constructed.

1.1.8 *Community Facilities District or CFD* shall mean and refer to COMMUNITY FACILITIES DISTRICT 21-1M (MOUNTAIN VISTA) OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA and such special districts as may be established by or in conjunction with the County of Riverside, to be responsible for the maintenance, repair and/or administration of landscaping and/or irrigation or other related improvements within certain portions of the Property, and the costs of which are funded through assessments, fees or charges levied by such district upon the residential real property within the boundaries of such district. The CFD has been formed to perform the following work, and to finance the costs associated there with:

(a) maintenance, administration and inspection of the stormwater facilities and BMP's, in and around the Property, including water quality basins, fossil filters, and any other NPDES/WQMP/BMP related devices as approved by the CFD. The maintenance may include, but is not limited to, drainage systems, weed control and other abatements, repair, replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected so as not to be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services;

(b) Street lighting maintenance, which includes energy charges, operating maintenance and administration of street lighting located within the Property and the surrounding area of the CFD; and

(c) Landscaping improvements that may include, but are not limited to, all landscaping materials and facilities within the CFD. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting, masonry walls, or other fencing and graffiti abatement located within the designated boundaries of the CFD, and certain CFD Park and Landscape Areas within the Property as set forth in Section 1.1.9 immediately below.

1.1.9 *CFD Maintenance Areas* shall mean and refer to those areas within the Property which are or will be maintained by the CFD. CFD Maintenance Areas will include all of Lot 18 of Tract 31687-2, and Lot 19 of Tract 31687-1 both of which Lots are to be owned by the CFD and upon which Declarant is to construct landscaped areas to be maintained by the CFD. Declarant is also to construct landscaped areas on portions of Lots 5, 18, 28 and 29 of said Tract No. 31687, Lots 1 through 7, inclusive and a portion of Lot 17 of said Tract 31687-1, and Lots 1, 6 and 11 through 14, inclusive of said Tract 31687-2, for which the CFD will have agreed to assume maintenance responsibility therefore. CFD Maintenance Areas within the Property, if any, are shown generally on Diagrams A-1, A-2 and A-3 (the "Diagrams") which Diagrams are attached to Exhibits A-1, A-2 and A-3 attached hereto, and incorporated herein by this reference. Notwithstanding the descriptions of the CFD Maintenance Areas set forth in the Diagrams, to the extent that walls and fences to be constructed along any CFD Maintenance Areas boundary lines do not follow the described boundary lines due to minor errors in field construction and/or engineering errors, the actual location of the affected boundary line shall be as constructed. Declarant is also to construct on Lot 18 of said Tract 31687-1, a water quality control basin to be owned by the CFD, The CFD shall maintain the slopes and bottom of said basin. Storm Drain inlets or outlets to said basin will be maintained by the Riverside County Transportation Department.

1.1.10 *Lot* shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property. *Residential Lot* shall mean and refer to any Lot to be used exclusively for residential purposes, and *Open Space Lot* shall refer to any Lot reserved for open space and to be maintained by a public entity.

1.1.11 *Owner* shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

1.1.12 *Phase* shall mean one of the phases of development of the Property for which a separate Final Subdivision Public Report is issued by the California Department of Real Estate.

1.1.13 *Property* shall mean and refer to that certain real property located in Riverside County, California, hereinbefore described in Exhibit "A" and generally shown on Exhibit "B" attached hereto, and such additions thereto as may hereafter become subject to all of the provisions of this Declaration.

Section 1.2. Applicability of Terms. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit) recorded pursuant to the provisions of this Declaration.

Section 1.3 Effect of this Article I. Any obligations set forth as part of the "Definitions" as set forth in this Article shall have full operative effect, and are not merely recitations.

## ARTICLE 2 ARCHITECTURAL RESTRICTIONS

Section 2.1. Submissions and Approvals Required. No building, fence, wall or other structure, landscaping, irrigation system, or improvement (collectively, "Improvement") shall be commenced, erected, placed or altered upon any Lot without permits required by the County of Riverside.

Section 2.2. Views. 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 property not within the Property, regardless of whether such Lot is owned by Declarant. In addition, no Owner shall have any right to the protection of any view that may exist at any time from such Owner's Lot across any other Lot or public street within the Property. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that any view which his Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers (both natural and artificial), the growth of landscaping, the construction or installation of Improvements in the Property and/or any adjoining property, and each Owner hereby expressly consents to any such obstruction. Declarant makes no assurance whatsoever concerning the impact on views of any construction of Improvements by anyone after completion of Declarant's original construction, whether such construction is approved by the County of Riverside or constructed on property contiguous to the Property.

Section 2.3. Fences and Walls. Except to the extent that Declarant has constructed and installed such fences and walls, each Owner shall construct and maintain fences and walls along the side and rear perimeters of such Owner's Lot, and/or at the top or toe of slope, in conformance with the requirements shown on the "Wall/Fencing Plan" submitted by Declarant (or other builder purchasing Lots from Declarant) to and approved by the County Planning Department, with such changes thereto as may be approved by the County. Such fences and walls shall be built so as to straddle the boundary lines of a Lot, and only one fence or wall shall be constructed on the boundary lines of adjoining Lots. Each Owner shall obtain all necessary permits for such construction and shall comply with all local laws and ordinances in

connection with such construction. No wood fencing is allowed. The cost of construction and maintenance of the fences and walls shall be borne by the Owner thereof, except that the cost of construction and maintenance for fences and walls which straddle boundary lines of adjoining Lots shall be borne equally by such adjoining Lots as required by California Civil Code Section 841. Owners are strongly advised to refrain from planting any trees along party walls with root systems that might undermine the foundations of such walls. Owners not complying with this provision are responsible for the cost of any repairs or replacement of party walls damaged or destroyed by such non-compliance.

Section 2.4 Construction of New Homes by Declarant or Owners. Neither Declarant nor any Owner who may become a co-Declarant, nor any Owner, shall construct homes within the Property of less than the minimum size of 1,800 square feet. All homes constructed by Declarant or any Owner shall have concrete tile roofs and yard fences with a minimum height of five-feet, six inches (5' 6"), or as otherwise required by County of Riverside Design Standards. Notwithstanding the above, Construction of homes on the Property by Declarant and/or any Owner who shall become a co-Declarant and/or any Owner shall conform to all governmental design standards.

Section 2.5 Compliance with SB 8 and 9. Nothing in this Declaration shall prevent the construction by an Owner other than Declarant from an Accessory Dwelling Unit as may be approved by the County of Riverside in accordance with SB 8 and 9 and/or any successor statutes.

**ARTICLE 3**  
**USE RESTRICTION AND OBLIGATIONS OF**  
**OWNERS**

Section 3.1. Leasing of Lots. Any Owner may lease such Owner's Lot subject to the following:

3.1.1 No Owner shall be permitted to lease such Owner's Lot for transient or hotel purposes.

3.1.2 Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

3.1.3 All leases are required to be in writing.

Section 3.2. Use Restrictions. In addition to all other covenants contained herein, the use and enjoyment of the Property and each Lot therein shall be subject to the following:

3.2.1 No Lot shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that Declarant and its successors or assigns, may use any Lot or Lots in the Property owned by Declarant for a model home site or sites and display and sales office until the last Lot is sold by Declarant

3.2.2 No part of the Property shall ever be used or caused to be used directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. However, the provisions of this Section shall not preclude professional and administrative occupations within the Property, or other reasonable business activity, which have no signs or other external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances, are merely incidental to the use of the Lot as a residential home, and do not in any manner disturb other occupants or generate pedestrian traffic, deliveries or other nuisance.

3.2.3 Pursuant to the provisions of California Government Code Section 434.5, an Owner may display a Flag of the United States on his Lot, unless it is used as, or in conjunction with, an advertising display.

3.2.4 No noxious or offensive activity shall be carried on in any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of such Owner's respective Lot or which shall in any way increase the rate of insurance.

3.2.5 An Owner may keep and maintain in such Owner's Lot domesticated pets such as dogs, cats or other usual and ordinary household pets, in accordance with the rules, regulations, laws and ordinances of the local jurisdictions. Except as hereinabove provided, no animals, livestock, or poultry shall be brought within the Property or kept in any Lot thereof. Owners keeping pets shall be accountable to the other Owners for the acts of such pets, and should any Owner be unable to control barking or other noise or acts of such Owner's pets which disturb any neighbors, then such Owner shall be required to remove such pet from the Property. Each Owner of a pet shall forthwith clean up and remove any animal waste such pet may deposit on the property of another Owner. No dog will be allowed anywhere on the Property outside of securely fenced-in yard areas without- being supervised and on a leash.

3.2.6 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted within the Property, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of or within five hundred (500) feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted within the Property. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood-piles, storage areas, machinery and equipment shall be prohibited within the Property unless obscured from the view of adjoining Lots and streets.

3.2.7 Owners are prohibited from installing any antenna on the exterior of a residence for any purpose, except for an "Authorized Antenna." An "Authorized Antenna" means an antenna that is (a) designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one meter or less in diameter, and, (b) that is designed to receive video programming service, including multi-channel, multi-point distribution service, instructional television fixed service, and local multipoint distribution service, and that is one meter or less in diameter, or (c) an antenna that is designed to receive television broadcast signals. Each Owner may maintain individual radio or television antennae systems if located entirely within such Owner's dwelling and if such system is not visible from other Lots or from public streets located within the Property, and provided that such system does not interfere with radio and television reception of other Owners within the Property.

3.2.8 Solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

3.2.9 Each Owner of a Lot has the responsibility and duty to maintain the appearance and integrity of such Owner's Lot and of all slope areas, v-ditches and other drainage devices located within such Owner's Lot.

3.2.10 Each grantee of a Lot within the Property covenants for such Owner, such Owner's heirs, successors and assigns, that such Owner will not in any way interfere with the established drainage patterns or create erosion or sliding problems over such Owner Lot from adjoining or other Lots within the Property, and that such Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over such Owner's Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of the Property was completed by Declarant.

3.2.11 Conveyance of a substantial number of the Lots is essential to the establishment and welfare of said Property as a residential community. In order that all work necessary to complete the Property and establish a substantially occupied residential community be completed as rapidly as possible, no Owner shall, and nothing in this Declaration shall be understood or construed to:

3.2.11.1 Prevent Declarant, its contractor or subcontractors, from doing work on said Property or any part thereof whenever it determines such work to be reasonably necessary or advisable in connection with the completion of the Property; or

3.2.11.2 Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by Declarant, its contractors, or subcontractors, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing the Property as a residential community and disposing of the same by sale, lease, or otherwise.

3.2.12 All structures and improvements within the Property shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition.

3.2.13 No Owner shall permit trees, shrubs, hedges or any other vegetation to shade, block or interfere with the solar access of any solar collector or other solar absorption device on any Lot, including the Lot on which the vegetation is also located.

3.2.14 Notwithstanding anything to the contrary in this Article 3, roof-mounted mechanical equipment shall not be permitted within the Property. However, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

#### **ARTICLE 4 AMENDMENTS**

Section 4.1. Amendments. This Declaration may be amended only by an affirmative vote of at least sixty-five percent (65) of the Owners, including Declarant, of Lots subject to this Declaration.



Notwithstanding any other provision of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of any other Owner, provided that such amendment is made in order to conform this Declaration to the requirements of the DRE, the United States Department of Veterans Affairs, FHA, FNMA, GNMA, FHLMC, or any other governmental entity.

Section 4.2. Effectiveness of Amendment. From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Property, the Owners thereof and their successors in interest.

Section 4.3. Petition the Superior Court. Nothing in this Declaration shall restrict the ability of any Owner at any time to petition the Superior Court in the county in which the Property is located to amend this Declaration as provided under California Civil Code Section 4275.

Section 4.4 County Requirements. Notwithstanding any provision in this Declaration to the contrary, this Declaration shall not be terminated, 'substantially' amended, or property de-annexed therefrom absent the prior written consent of the Assistant TLMA Director—Community Development of the County of Riverside or the County's successor-in-interest.

## **ARTICLE 5**

### **PARTY WALLS OR FENCES**

Section 5.1. Rights and Duties. The rights and duties of the Owners of Lots with respect to party walls or fences shall be governed by the following:

5.1.1 Each wall or fence which may or may not be on a property line, and which is constructed as a part of the original construction and located between separate Lots, shall constitute a party wall or fence, and with respect to such wall or fence, each of the adjoining Owners shall jointly assume the burdens and share the cost of reasonable maintenance and repair in proportion to such use. Each Lot shall be subject to an easement for that portion of the party wall or fence which is necessary for support, and each such Owner shall be liable for all property damage due to negligence or willful acts or omissions in connection with such wall or fence.

5.1.2 If any such party wall or fence is damaged or destroyed through the act of one of the adjoining Owners (including but not limited to the improper planting of trees next to a party wall as set forth in Section 2.3 above), or through the act of any member of such Owner's family, a guest, agent (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall or fence, the Owner responsible for the damage or destruction thereon shall be required to make any and all necessary repairs thereto, without cost to the adjoining Owner.

5.1.3 If any such party wall or fence is damaged or destroyed by some cause other than the act of one of the adjoining Owners, such Owner's agents, or family (including, but not limited to, earthquake damage), each adjoining Owner shall be required to make any and all necessary repairs thereto at their joint and equal expense.

5.1.4 Any Owner proposing to modify, make additions to, or rebuild such Owner's Lot in any manner which requires the extension or alteration of any party wall or fence, shall be required to first obtain the written consent of the adjoining Owner. Such Owner must also comply with all dictates of this Declaration which may be relevant.

5.1.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE 6**  
**COVENANTS IN FAVOR OF LOCAL**  
**JURISDICTION**

Section 6.1. Local Jurisdiction. The local governmental entity with primary jurisdiction over the Property is the County of Riverside, a municipal corporation in the State of California. Declarant and all Owners shall, at all times, abide by all County and, if applicable in the future, City ordinances, statutes and resolutions as well as the laws of the State of California.

**ARTICLE 7**  
**MORTGAGEE PROTECTION**

Section 7.1. Mortgagee Protection. Notwithstanding any other provisions in this Declaration to the contrary, in order to induce lenders and investors to participate in the financing of the sale of Lots in the Property, the following provision is added hereto (and to the extent this added provision conflicts with any other provisions in this Declaration, the added provision shall control): No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any first Mortgage (meaning a Mortgage with first priority over any other. Mortgage) on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

**ARTICLE 8**  
**GENERAL PROVISIONS**

Section 8.1. Extension of Declaration. The provisions of this Declaration shall run with the land and bind the Property, and shall inure to the benefit of and shall be enforceable by the County of Riverside (in its sole and absolute discretion) or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-five percent (65) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this Declaration as it may be supplemented in whole or in part.

Section 8.2. Encroachment Easement. Each Owner within the Property is hereby granted an easement over all adjoining Lots for the purpose of accommodating any minor encroachment, due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhang, architectural or other appendants for so long as any such encroachment continues to exist.

Section 8.3. Severability. In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 8.4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community.

Section 8.5. Termination of Declarant's Obligations. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 8.6. Number, Gender. The singular shall include the plural and the plural the singular unless the context requires to the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 8.7. Non-Liability of Declarant. Each Owner, by acceptance of a deed, shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision thereof having been held to be unenforceable in whole or in part.

Section 8.8. Grantees Subject to this Declaration. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

## ARTICLE 9

### AGRICULTURAL USES IN VICINITY OF PROPERTY

Section 9.1 It is hereby disclosed to all Owners as follows:

- A. All neighboring properties within 300 feet of the Western, Northern and Eastern boundaries of the Property, as well as the Northwestern and Northeastern Corners thereof, are located in the County of Riverside and are zoned Rural Residential (R-R) as of October 1, 2021. Details on uses and development standards for properties with R-R zoning are set forth in Riverside County Ordinance No. 348.4947/50, a copy of which may be viewed on the County of Riverside official website, and/or obtained from the County of Riverside. Owners(s) may contact the County of Riverside at any time regarding future zoning changes. Uses allowed per R-R zoning may include, but are not limited to, soil tillage, crop harvesting, and animal husbandry, which may have negative impacts due to dust, pollen, animal waste, noise, etc.
- B. All neighboring properties within 300 feet of the Southern boundary of the Property, as well as the Southwestern and Southeastern Corners thereof, are located in the City of Menifee and are zoned Rural Residential, 1 acre minimum (RR1) as of October 1, 2021. RR1 Zoning is described by the City of Menifee as follows: "Single-family detached residences on Parcels of 1 to 2 acres. Limited agricultural, equestrian and animal keeping uses are expected and encouraged." Details on uses and development standards for properties with RR1 zoning are set forth in The City of Menifee's Comprehensive Development Code, Title 9, Article 3, Chapter 9.125, a copy of which is may be viewed on the City of Menifee website and/or obtained from the City of Menifee. Owners(s) may contact the City of Menifee at any time regarding future zoning changes. Uses allowed per RR1 zoning may include, but are not limited to, soil tillage, crop harvesting, and animal husbandry, which may have negative impacts due to dust, pollen, animal waste, noise, etc.
- C. As of October 1, 2021, extensive croplands with agricultural zoning are located to the north and north west of the Property, starting from a distance of approximately one-half mile from the Property and continuing for several miles north and north westward. Current and/or future uses of said croplands may include, but are not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodity, including timber, viticulture, agriculture or horticulture, the raising of livestock, fur bearing animals, fish or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations including

preparation for market, delivery to storage or to market, or to carriers for transportation to market.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the 8 day of April, 2022


“DECLARANT”

**Watermarke Homes, LLC, a California limited liability company**

**By: Lifestyle Homes, Inc. a California corporation**

**Its: Manager**

BY:

  
\_\_\_\_\_

Gary Weintraub, Sr. Vice President/Operations

## 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.

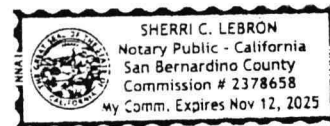
State of California  
County of San Bernardino

On 04-08-2022 before me, Sherri C Lebron, Notary Public  
(insert name and title of the officer)

personally appeared Gary Weintraub  
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 *Sherri C Lebron* (Seal)

**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 31687**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR  
RECORDING INFORMATION

AUG 30 2022 2.26

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 30<sup>th</sup> day of August, by and among the County of Riverside, a political subdivision of the State of California ("County") and Watermarke Homes, LLC ("Owner").

### RECITALS

- A. Owner has applied to County for approval of a Final Map for as **Tract 31687** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.



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

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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

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

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

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

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

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

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

## II. County's Performance and Obligations

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

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

### III. Effect of Lien Agreement

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

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

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

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

### IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

#### V. County's Remedies

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

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

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

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

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

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

#### VI. General Provisions

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

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

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

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such

additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

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

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

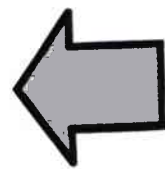
G. **Modification, Waiver.** No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

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

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

COUNTY OF RIVERSIDE ("COUNTY")

By: Jeff Hewitt  
Chairman, Board of Supervisors  
**JEFF HEWITT**



ATTEST:

KECIA HARPER,  
Clerk of the Board

By: Bryanna Smith  
Deputy

Watermarke Homes, LLC ("OWNER")  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its Manager

By: John W. Pavelak  
Print Name John W. Pavelak

Title President

APPROVED AS TO FORM

County Counsel

By: B. Fu

## 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 Bernardino

On July 14, 2021 before me, SUSAN J. KUNZ Notary Public  
(insert name and title of the officer)

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

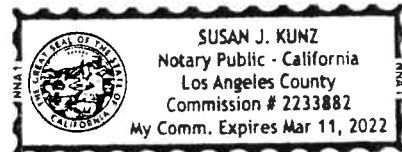
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Order No.  
Escrow No.  
Loan No.

RECORDED AT THE REQUEST OF  
CHICAGO TITLE - INLAND EMPIRE

DOC # 2013-0295609  
06/20/2013 04:00 PM Fees: \$31.00  
Page 1 of 3 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

**WATERMARKE HOMES, LLC**  
c/o Lifestyle Homes, Inc.  
1505 South D Street  
Suite 200  
San Bernardino, CA 92408

A411038

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MRUIZ

SPACE ABOVE THIS LINE FOR RECORDERS USE

MAIL TAX STATEMENTS TO:

Same as Above

DOCUMENTARY TRANSFER TAX **STO BE PAID BY SEPARATE DECLARATION**  
..... Computed on the consideration or value of property conveyed; OR  
..... Computed on the consideration or value less liens or encumbrances  
Remaining at time of sale

Signature of Declarant or Agent determining tax- Firm Name

APN: 327-340-017 & 018

TRA: 089-038

## GRANT DEED

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

**WATERMARKE LAND COMPANY, LP, a California limited partnership,**

Hereby GRANT(S) TO

**WATERMARKE HOMES, LLC, a California limited liability company,**

the real property in the  
County of **Riverside**

Chicago Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

State of California, described as

**Shown on Exhibit "A" attached hereto and made a part hereof.**

Dated June 6, 2013

**WATERMARKE LAND COMPANY, LP**

STATE OF CALIFORNIA } ss

**By: Watermarke Properties, Inc**

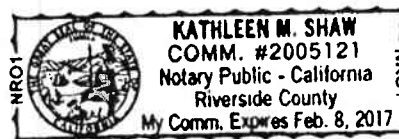
COUNTY OF Riverside }

**a California corporation, its General Partner**

On June 12, 2013 before me,  
Kathleen M Shaw, Notary Public  
personally appeared Jeff Troesh

**By:**  
**Jeff Troesh, President**

Personally know 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 acted, executed the instrument.



WITNESS my hand and official seal

Signature

Kathleen M Shaw

(This area for official seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT A**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WEST 17 ACRES.

**PARCEL 2:**

THE WEST 17 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 WEST; SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Date Prepared:  
12/30/2020

**FEES SECURITIES WORKSHEET  
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT**

**TRACT / PARCEL / MS No.**

TR31687-F

**IP No.**

IP190005

- 100% Bond to record map  
 120% Bond to record map before improvement plans are signed

| <b>PART 1 - FAITHFUL PERFORMANCE<br/>and MATERIALS &amp; LABOR</b>   | <b>FAITHFUL<br/>PERFORMANCE</b> | <b>MATERIALS &amp;<br/>LABOR</b> |
|--|---------------------------------|----------------------------------|
| A Streets & Local Drainage Improvements (Line C, Sheet 5, worksheet) | \$ 952,462.00 (a)               | \$ 476,231.00 (b)                |
| B Trans Drainage Improvements - per RCFCDD estimated N/A             | \$ - (a)                        | \$ - (b)                         |
| C Water Improvements (Line C, Sheet 6, worksheet) EMWD               | \$ 110,572.00 (a)               | \$ 55,286.00 (b)                 |
| D Sewer Improvements (Line C, Sheet 7, worksheet) EMWD               | \$ 134,286.00 (a)               | \$ 67,143.00 (b)                 |
| E Onsite L/S N/A   | \$ - (a)                        | \$ - (b)                         |
| F <b>SUBTOTAL (A + B + C + D + E)</b>                                | \$ 1,197,320.00                 | \$ 598,660.00                    |
| G RCFCDD Drainage Imprmnts - Based on letter dated: N/A              | \$ - (a)                        | \$ - (a)                         |
| H <b>TOTAL SECURITY REQUIRED</b>                                     | \$ <b>1,197,400.00</b>          | \$ <b>598,660.00</b>             |

**PART 2 - WARRANTY RETENTION**

10% of Faithful Performance \$ 119,740.00

**PART 3 - MONUMENT SECURITY BOND**

Based on Riverside County Surveyor estimate dated November 5, 2020 \$ 31,190.40

**PART 4 - TRANSPORTATION DEPT INSPECTION FEE**

|  |              |
|--|--------------|
| I Base: 3% of Line F   | \$ 35,919.60 |
| J Surcharge: 2% of Line I  | \$ 718.39    |
| K <b>SUBTOTAL (I + J)</b>  | \$ 36,637.99 |
| L Surcharge: 20% of Line H to record map prior to signed improvement plans | \$ -         |
| <b>TOTAL TRANSPORTATION DEPARTMENT INSPECTION FEE</b>                      | \$ 36,640.00 |

(\$75,000 max.  
deposit required)

**BOND SUMMARY**

|   | <b>FAITHFUL<br/>PERFORMANCE</b> | <b>MATERIALS &amp;<br/>LABOR</b> |
|---|---------------------------------|----------------------------------|
| <b>STREETS &amp; ALL DRAINAGE (A + B + E + G)</b> | \$ 952,500.00                   | \$ 476,200.00                    |
| <b>WATER IMPROVEMENTS</b>                         | \$ 110,600.00                   | \$ 55,300.00                     |
| <b>SEWER IMPROVEMENTS</b>                         | \$ 134,000.00                   | \$ 67,143.00                     |
| <b>WARRANTY RETENTION</b>                         | \$ 119,740.00                   | (Bond or Security)               |
| <b>MONUMENT SECURITY BOND</b>                     | \$ 31,200.00                    | (Bond or Security)               |
| <b>TRANSPORTATION DEPARTMENT INSPECTION FEE</b>   | \$ 36,640.00                    | (Cash Deposit)                   |

(a) 100% of estimated construction costs

(b) 50% of estimated construction costs

CONTACT: Gary Weintraub  
 EMAIL: gary@watermarke-homes.com  
 ADDRESS: 1505 South "D" St., Suite 200, San Bernardino, CA 92408  
 PHONE: Office: 909-381-6007 EXT 306  
Cell: 909-772-3133

PREPARED BY: C.Simas  
 CHECKED BY: E.Duckworth

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

PARCEL MAP OR TRACT MAP NO. 31687 DATE: 7/15/2020  
 PP, CU, PU, MS OR VL NO. \_\_\_\_\_ IP: 190005

| IMPROVEMENTS             | FAITHFUL PERFORMANCE SECURITY<br>(100% of Estimated Construction Costs) |                  | MATERIAL & LABOR SECURITY<br>(**50% of Estimated Construction Costs) |
|--------------------------|---|------------------|--|
|                          |   |                  |  |
| Street/Drainage          | \$ 952,462  | \$ 952,500       | \$ 476,250   |
| *Flood Control           | \$ 0  | \$ 0             | \$ 0   |
| Water                    | \$ 110,572  | \$ 110,500       | \$ 55,250  |
| District Name            |   |                  |  |
| Sewer                    | \$ 134,286  | \$ 134,500       | \$ 67,250  |
| District Name            |   |                  |  |
| <b>Total</b>             | <b>1,197,319</b>  | <b>1,197,500</b> | <b>598,750</b>   |
| Warranty Retention (10%) |   | \$ 119,750       |  |

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 mathematical extensions, using County's unit costs, are accurate for determining bonding costs

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

Richard A. Scianni 7-15-20  
 Signature Date

RICHARD A. SCIANNI 25917 12/31/2021  
 Name Typed or printed RCE# Exp. Date



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 estimate.

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

- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
- Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
- 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.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET IMPROVEMENTS**

| QUANTITY | UNIT | ITEM   | UNIT COST   | AMOUNT     |
|----------|------|--|-------------|------------|
|          |      | <b>ROADWAY EXCAVATION</b>  |             |            |
| 800      | C.Y. | 1. Projects with Grading Plan<br>Area x 0.50' (hinge point to hinge point)   | \$ 20.00    | \$ 16,000  |
|          |      | 2. Projects without a Grading Plan<br>Road area and side slopes to daylight<br>Cut (c) =                      Fill (f) =   |             |            |
|          | C.Y. | (a.) Excavate and Fill   | \$ 0.40     | \$ 0       |
|          | C.Y. | (b.) Excavate and Export   | \$ 1.10     | \$ 0       |
|          | C.Y. | (c.) Import and Fill   | \$ 2.80     | \$ 0       |
|          |      | If balance, provide (a.) only, either cut or fill<br>If export, provide (a.)&(b.) a = fill, b = cut - fill<br>If import, provide (a.)&(c), a = cut, c = fill - cut<br>(Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.) |             |            |
| 90       | L.F. | Sawcut Exist. A.C. Pavement  | \$ 1.00     | \$ 90      |
|          | S.F. | Cold Plane A.C. Pavement   | \$ 2.25     | \$ 0       |
| 20       | S.Y. | Grinding A.C. , in place   | \$ 2.00     | \$ 40      |
| 10       | S.Y. | Remove A.C. Pavement   | \$ 1.45     | \$ 15      |
|          | L.F. | Remove Curb and Gutter   | \$ 18.00    | \$ 0       |
|          | L.F. | Remove A.C. Dike   | \$ 3.00     | \$ 0       |
|          | EA.  | Relocate Mailbox   | \$ 250.00   | \$ 0       |
|          | L.F. | Remove Chain Link Fence  | \$ 7.50     | \$ 0       |
| 80       | L.F. | Remove Barricade   | \$ 10.00    | \$ 800     |
| 1,133    | TON  | Asphalt Concrete (60,409 S.F.)<br>( 144 lbs/cu.ft)   | \$ 90.00    | \$ 101,970 |
| 1,956    | C.Y. | Agg Base Class II (60,409 S.F.)  | \$ 50.00    | \$ 97,800  |
| 2.4      | Ton  | Asphalt Emulsion (Fog Seal/Paint Binder)<br>(1 ton = 240 gals) (116,103S.F.)<br>apply at 0.05+0.03 = 0.08 gal/SY   | \$ 600.00   | \$ 1,440   |
| 180      | S.F. | AC overlay (min. 0.10') (90 SF)  | \$ 0.90     | \$ 162     |
| 3,084    | L.F. | Curb and Gutter (Type A-6)   | \$ 15.00    | \$ 46,260  |
|          | L.F. | Curb and Gutter (Type A-8)   | \$ 17.00    | \$ 0       |
|          | L.F. | Type "C" Curb  | \$ 12.00    | \$ 0       |
|          | L.F. | Type "D-1" Curb  | \$ 12.00    | \$ 0       |
|          | L.F. | Type "D" Curb  | \$ 15.00    | \$ 0       |
|          | L.F. | A.C. Dike (6")(incl. material & labor)   | \$ 10.00    | \$ 0       |
|          | L.F. | A.C. Dike (8")(incl. material & labor)   | \$ 15.00    | \$ 0       |
| 845      | S.F. | P.C.C. Cross Gutter and Spandrels  | \$ 10.00    | \$ 8,450   |
| 13,570   | S.F. | P.C.C. Sidewalk  | \$ 6.00     | \$ 81,420  |
| 5,987    | S.F. | P.C.C. Drive Approach  | \$ 8.00     | \$ 47,896  |
|          | S.F. | P.C.C. Dip Section Std. 307  | \$ 6.00     | \$ 0       |
| 3        | EA.  | Handicapped Access Ramp  | \$ 2,000.00 | \$ 6,000   |
|          | C.Y. | Structural Reinforcement Concrete  | \$ 400.00   | \$ 0       |
| 64       | L.F. | Barricades   | \$ 100.00   | \$ 6,400   |
|          | L.F. | Metal Beam Guard Railing   | \$ 50.00    | \$ 0       |

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

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
 STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM   | UNIT COST    | AMOUNT     |
|----------|------|--|--------------|------------|
| 2,000    | L.F. | Utility Trench, one side (Edison, Telephone, Cable)<br>(total length of Streets) | \$ 10.00     | \$ 20,000  |
|          | L.F. | Chain Link Fence ( 6' )  | \$ 80.00     | \$ 0       |
|          | L.F. | Relocate Fence   | \$ 12.00     | \$ 0       |
|          | EA   | Pipe Gate  | \$ 1,000.00  | \$ 0       |
|          | EA.  | Relocate Power Pole  | \$ 10,000.00 | \$ 0       |
| 8        | EA.  | Street Lights (including conduit)  | \$ 5,000.00  | \$ 40,000  |
|          | EA.  | Concrete Bulkhead  | \$ 2,500.00  | \$ 0       |
|          | EA.  | Slope Anchors for Pipes  | \$ 300.00    | \$ 0       |
|          | C.Y. | Cut Off Wall ( Std 2' )  | \$ 400.00    | \$ 0       |
|          | EA.  | A. C. Overside Drain   | \$ 800.00    | \$ 0       |
|          | EA   | Under Sidewalk Drain Std 309   | \$ 2,000.00  | \$ 0       |
|          | EA   | Flat Outlet Drainage Structure Std 303   | \$ 2,000.00  | \$ 0       |
| 3        | EA   | Curb Outlet Drainage Structure Std 308   | \$ 2,000.00  | \$ 6,000   |
|          | EA   | Private Drainage Structure Std 310   | \$ 500.00    | \$ 0       |
|          | S.F. | Terrace Drain & Down Drain   | \$ 6.50      | \$ 0       |
|          | S.F. | Interceptor Drain  | \$ 6.50      | \$ 0       |
|          | C.Y. | R.C. Box Culvert   | \$ 400.00    | \$ 0       |
|          | C.Y. | Concrete Channel   | \$ 200.00    | \$ 0       |
|          | C.Y. | Rip Rap ( 1/4 Ton ) Method B   | \$ 40.00     | \$ 0       |
|          | C.Y. | Rip Rap ( 1/2 Ton ) Method B   | \$ 45.00     | \$ 0       |
|          | C.Y. | Rip Rap ( 1 Ton ) Method B   | \$ 50.00     | \$ 0       |
|          | C.Y. | Rip Rap ( 2 Ton ) Method B   | \$ 55.00     | \$ 0       |
|          | C.Y. | Grouted Rip Rap ( 1/4 Ton ) Method B   | \$ 60.00     | \$ 0       |
|          | C.Y. | Grouted Rip Rap ( 1/2 Ton ) Method B   | \$ 67.00     | \$ 0       |
|          | C.Y. | Grouted Rip Rap ( 1 Ton ) Method B   | \$ 75.00     | \$ 0       |
|          | C.Y. | Grouted Rip Rap ( 2 Ton ) Method B   | \$ 80.00     | \$ 0       |
| 3        | L.F. | 18" R.C. P. Or 21" x 15" RCPA  | \$ 113.00    | \$ 339     |
| 37       | L.F. | 24" R.C. P. Or 28" x 20" RCPA  | \$ 140.00    | \$ 5,180   |
| 1,130    | L.F. | 30" R.C. P. Or 35" x 24" RCPA  | \$ 150.00    | \$ 169,500 |
|          | L.F. | 36" R.C. P. Or 42" x 29" RCPA  | \$ 155.00    | \$ 0       |
|          | L.F. | 42" R.C. P. Or 49" x 33" RCPA  | \$ 160.00    | \$ 0       |
|          | L.F. | 48" R.C. P. Or 57" x 38" RCPA  | \$ 165.00    | \$ 0       |
|          | L.F. | 54" R.C. P. Or 64" x 43" RCPA  | \$ 170.00    | \$ 0       |
|          | L.F. | 60" R.C. P. Or 71" x 47" RCPA  | \$ 175.00    | \$ 0       |
|          | L.F. | 18" C.S.P. HDPE Or Equal   | \$ 40.00     | \$ 0       |
|          | L.F. | 24" C.S.P. HDPE Or Equal   | \$ 50.00     | \$ 0       |
|          | L.F. | 30" C.S.P. HDPE Or Equal   | \$ 60.00     | \$ 0       |
|          | L.F. | 36" C.S.P. HDPE Or Equal   | \$ 70.00     | \$ 0       |
|          | L.F. | 42" C.S.P. HDPE Or Equal   | \$ 80.00     | \$ 0       |
|          | L.F. | 48" C.S.P. HDPE Or Equal   | \$ 100.00    | \$ 0       |
|          | L.F. | 54" C.S.P. HDPE Or Equal   | \$ 110.00    | \$ 0       |
|          | L.F. | 60" C.S.P. HDPE Or Equal   | \$ 120.00    | \$ 0       |
|          | EA.  | Catch Basin W=4'   | \$ 2,200.00  | \$ 0       |
|          | EA.  | Catch Basin W=7'   | \$ 4,000.00  | \$ 0       |
|          | EA.  | Catch Basin W=14'  | \$ 7,800.00  | \$ 0       |
|          | EA.  | Catch Basin W=21'  | \$ 12,000.00 | \$ 0       |

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
 STREET IMPROVEMENTS

| QUANTITY | UNIT  | ITEM   | UNIT COST    | AMOUNT    |
|----------|-------|--|--------------|-----------|
| 2        | EA.   | Catch Basin W=28'  | \$ 15,000.00 | \$ 30,000 |
|          | EA.   | Type IX Inlet  | \$ 2,500.00  | \$ 0      |
|          | EA.   | Type X Inlet   | \$ 2,500.00  | \$ 0      |
|          | EA.   | Junction Structure No. 1                                   | \$ 3,000.00  | \$ 0      |
| 1        | EA.   | Junction Structure No. 2                                   | \$ 3,000.00  | \$ 3,000  |
|          | EA.   | Junction Structure No. 6                                   | \$ 3,700.00  | \$ 0      |
|          | EA.   | Transition Structure No. 1                                 | \$ 12,500.00 | \$ 0      |
|          | EA.   | Transition Structure No. 2                                 | \$ 12,500.00 | \$ 0      |
|          | EA.   | Transition Structure No. 3                                 | \$ 2,700.00  | \$ 0      |
| 4        | EA.   | Manhole No. 1  | \$ 2,700.00  | \$ 10,800 |
|          | EA.   | Manhole No. 2  | \$ 3,300.00  | \$ 0      |
|          | EA.   | Manhole No. 3  | \$ 2,700.00  | \$ 0      |
| 1        | EA.   | Manhole No. 4  | \$ 5,000.00  | \$ 5,000  |
|          | EA.   | Adjust Water Valve to Grade ( if no water plan )           | \$ 250.00    | \$ 0      |
|          | EA.   | Adjust MH to Grade ( if no sewer plan )                    | \$ 600.00    | \$ 0      |
| 2        | EA.   | Street Name Sign   | \$ 400.00    | \$ 800    |
| 27       | C.Y.  | A.B for Edge of Pavement (Palomar)                         | \$ 50.00     | \$ 1,350  |
| 1        | EA.   | Concrete Bulkhead  | \$ 800.00    | \$ 800    |
|          |       |  |              | \$ 0      |
|          |       |  |              | \$ 0      |
|          |       |  |              | \$ 0      |
|          |       | <b>SIGNING, STRIPING AND SIGNALS</b>                       |              |           |
|          | S.F.  | Remove Traffic Stripes and Paint Markings                  | \$ 2.50      | \$        |
|          | EA.   | Remove, Sign, Salvage                                      | \$ 100.00    | \$ 0      |
|          | EA.   | Relocate Roadside Sign                                     | \$ 150.00    | \$ 0      |
| 2        | EA.   | Street Name Sign   | \$ 400.00    | \$ 800    |
|          | EA.   | Install Sign ( Strap and Saddle Bracket Method)            | \$ 150.00    |           |
|          | EA.   | Install Sign Mast Arm Hanger Method)                       | \$ 150.00    | \$ 0      |
| 5        | EA.   | Road Sign - One Post                                       | \$ 250.00    | \$ 1,250  |
|          | EA.   | Road Sign - Two Post                                       | \$ 400.00    | \$ 0      |
|          | EA.   | Object Marker - Modified Type "F" Delineator               | \$ 60.00     | \$ 0      |
| 5        | EA.   | Delineator ( Class 1 Type F)                               | \$ 40.00     | \$ 200    |
|          | EA.   | Delineator ( Class 2 )                                     | \$ 45.00     | \$ 0      |
|          | EA.   | Pavement Marker, Reflective                                | \$ 3.75      | \$ 0      |
|          | L.F.  | Paint Traffic Stripe (2 Coats)                             | \$ 0.38      | \$ 0      |
|          | L.F.  | Remove Barricade   | \$ 10.00     | \$ 0      |
|          | L.F.  | 4" Thermoplastic Traffic Stripe                            | \$ 0.50      | \$ 0      |
|          | L.F.  | 8" Thermoplastic Traffic Stripe                            | \$ 1.40      | \$ 0      |
|          | S. F. | Thermoplastic Channelizing Limit Line and Pavement Marking | \$ 2.25      | \$ 0      |
|          | S.F.  | Thermoplastic Cross Walk and Pavement Marking              | \$ 4.00      | \$ 0      |
|          | EA    | Signal and Lighting  | \$ 150,000   | \$ 0      |
|          | EA    | Stop Sign  | \$ 150.00    | \$ 0      |
|          |       |  |              | \$ 0      |
|          |       |  |              | \$ 0      |
|          |       |  |              | \$ 0      |
|          |       |  |              | \$ 0      |

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS**

| QUANTITY | UNIT  | ITEM  | UNIT<br>COST | AMOUNT           |
|----------|-------|---|--------------|------------------|
|          |       |   | \$           | 0                |
|          |       | <b>LANDSCAPING</b>  | \$           | 0                |
|          | S. F. | Maintenance Walk STD 113  | \$ 6.00      | \$ 0             |
|          | S. F. | Colored Stamped Concrete  | \$ 15.00     | \$ 0             |
| 42       | EA    | Street Trees ( 15 Gallon )  | \$ 140.00    | \$ 5,880         |
| 12,336   | S. F. | Landscape and Irrigation  | \$ 5.00      | \$ 61,680        |
|          | C.Y.  | Landscape Fill Material   | \$ 27.00     | \$ 0             |
|          | EA    | Water Meter   | \$ 10,000.00 | \$ 0             |
|          | EA    | Electric Meter  | \$ 10,000.00 | \$ 0             |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       | <b>MISCELLANEOUS ITEMS</b>  | \$           | 0                |
| 162      | S.F.  | 3" AC over 4" AB paved driveway on Palomar Rd.  | \$ 4.00      | \$ 648           |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          |       |   | \$           | 0                |
|          | A.    | <b>Subtotal</b>   | \$           | <b>761,970</b>   |
|          | B.    | Administrative Contingency ( 25 % x A)  | \$           | 190,492          |
|          |       | NOTE: Use 25% for TR and PM<br>Use 5% for PP, CU, PU, MS and VL Cases                 |              |                  |
|          | C.    | <b>Streets/Drainage Total (A + B)</b>   | \$           | <b>952,462</b>   |
|          |       | BOND AMOUNT FOR RECORDATION PRIOR TO<br>HAVING SIGNED PLAND<br>( ORD.460, SEC. 10.3E) |              |                  |
|          | D.    | 20% x C   | \$           | 190,492          |
|          | E.    | <b>Streets/Drainage Total (C + D)</b>   | \$           | <b>1,142,954</b> |

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
WATER IMPROVEMENTS

| QUANTITY | UNIT | ITEM  | UNIT<br>13  | AMOUNT            |
|----------|------|---|-------------|-------------------|
|          | L.F. | 4" Waterline  | \$ 13.00    | \$ 0              |
|          | L.F. | 6" Waterline  | \$ 16.00    | \$ 0              |
| 1 808    | L.F. | 8" Waterline  | \$ 21.00    | \$ 37,968         |
|          | L.F. | 10" Waterline   | \$ 27.00    | \$ 0              |
|          | L.F. | 12" Waterline   | \$ 31.00    | \$ 0              |
|          | L.F. | 18" Waterline   | \$ 40.00    | \$ 0              |
|          | EA.  | 4" Gate Valve   | \$ 650.00   | \$ 0              |
|          | EA.  | 6" Gate Valve   | \$ 800.00   | \$ 0              |
| 4        | EA.  | 8" Gate Valve   | \$ 850.00   | \$ 3,400          |
|          | EA.  | 10" Gate Valve  | \$ 1,050.00 | \$ 0              |
|          | EA.  | 12" Gate Valve  | \$ 1,250.00 | \$ 0              |
|          | EA.  | Fire Hydrant (6") Super   | \$ 2,500.00 | \$ 0              |
| 8        | EA.  | Fire Hydrant (6") Standard  | \$ 2,300.00 | \$ 18,400         |
|          | EA.  | 4" Misc. Fittings   | \$ 150.00   | \$ 0              |
|          | EA.  | 6" Misc. Fittings   | \$ 200.00   | \$ 0              |
| 11       | EA.  | 8" Misc. Fittings   | \$ 250.00   | \$ 2,750          |
|          | EA.  | 10" Misc. Fittings  | \$ 280.00   | \$ 0              |
|          | EA.  | 12" Misc. Fittings  | \$ 320.00   | \$ 0              |
| 1        | EA.  | Blowoffs (4")   | \$ 1,600.00 | \$ 1,600          |
| 31       | EA.  | Service Connections   | \$ 475.00   | \$ 14,725         |
| 12       | EA.  | Adjust Water Valve to Grade   | \$ 200.00   | \$ 2,400          |
|          | EA.  | Relocation of Blowoff   | \$ 1,000.00 | \$ 0              |
| 2        | EA.  | Air and Vacuum Valve.   | \$ 1,850.00 | \$ 3,700          |
| 11       | EA.  | Blue Retroreflective Pavement Marker  | \$ 50.00    | \$ 550            |
| 6        | EA.  | Miscellaneous Removals  | \$ 250.00   | \$ 1,500          |
| 5        | EA.  | Backflow Device   | \$ 850.00   | \$ 4,250          |
| 1        | EA.  | Pressure Booster (lot 1)  | \$ 900.00   | \$ 900            |
|          |      |   | \$          | \$ 0              |
|          |      |   | \$          | \$ 0              |
|          |      |   | \$          | \$ 0              |
|          |      |   | \$          | \$ 0              |
|          | A.   | <b>Subtotal</b>   |             | \$ <b>92,143</b>  |
|          | B.   | Administrative Contingency ( % x A)   |             | \$ 18,429         |
|          |      | NOTE: Use 25% for TR and PM<br>Use 5% for PP, CU, PU, MS and VL Cases                 |             |                   |
|          | C.   | <b>Water Total (A + B)</b>  |             | \$ <b>110,572</b> |
|          |      | BOND AMOUNT FOR RECORDATION PRIOR<br>TO HAVING SIGNED PLAND<br>( ORD.460, SEC. 10.3E) |             |                   |
|          | D.   | 20% x C   |             | \$ 22,114         |
|          | E.   | <b>Water Total (C + D)</b>  |             | \$ <b>132,686</b> |



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
SEWER IMPROVEMENTS

| QUANTITY | UNIT | ITEM   | UNIT COST   | AMOUNT     |
|----------|------|--|-------------|------------|
| 943      | L.F. | 4" V. C. P.  | \$ 15.00    | \$ 14,145  |
|          | L.F. | 6" V. C. P.  | \$ 25.00    | \$ 0       |
| 1,594    | L.F. | 8" V. C. P.  | \$ 30.00    | \$ 47,820  |
|          | L.F. | 10" V. C. P.   | \$ 35.00    | \$ 0       |
|          | L.F. | 12" V. C. P.   | \$ 40.00    | \$ 0       |
| 10       | EA.  | Standard Manhole   | \$ 2,500.00 | \$ 25,000  |
|          | EA.  | Drop Manhole   | \$ 4,000.00 | \$ 0       |
| 31       | EA.  | Cleanouts  | \$ 500.00   | \$ 15,500  |
| 23       | EA.  | Sewer Y's  | \$ 30.00    | \$ 690     |
|          | EA.  | Chimneys   | \$ 400.00   | \$ 0       |
| 10       | EA.  | Adjust M.H. to grade   | \$ 500.00   | \$ 5,000   |
|          | L.F. | Concrete Encasement  | \$ 35.00    | \$ 0       |
| 5        | EA.  | Backwater Valve  | \$ 650.00   | \$ 3,250   |
| 2        | EA.  | Remove temporary plug and join 8" sewer  | \$ 250.00   | \$ 500     |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          |      |  | \$          | \$ 0       |
|          | A.   | <b>Subtotal</b>  |             | \$ 111,905 |
|          | B.   | Administrative Contingency (       % x A)  |             | \$ 22,381  |
|          |      | NOTE: Use 25% for TR and PM<br>Use 5% for PP, CU, PU, MS and VL Cases                |             |            |
|          | C.   | <b>Sewer Total (A + B)</b>   |             | \$ 134,286 |
|          |      | BOND AMOUNT FOR RECORDATION PRIOR<br>TO HAVING SIGNED PLAND ( ORD.460, SEC<br>10 3E) |             |            |
|          | D.   | 20% x C  |             | \$ 26,857  |
|          | E.   | <b>Sewer Total (C + D)</b>   |             | \$ 161,143 |

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
**PLANCHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT NO 31687  
 PP, CU, PU, MS OR VL NO. \_\_\_\_\_

SCH: A DATE: 7/15/2020

|   |            |
|---|------------|
| <b>IMPROVEMENT COSTS (Including Contingencies)</b>  |            |
| I. Streets/Drainage (Line C from Street Improvement Calculations)   | \$ 952,462 |
| II. Water (Line C from Water Improvement Calculations)  | \$ 110,572 |
| III. Sewer (Line C from Sewer Improvement Calculations)   | \$ 134,286 |
| <b>PLAN CHECK DEPOSIT CALCULATION</b>   |            |
| A. Street/Drainage ( CASE TYPE % x I FROM ABOVE)<br>NOTE: CASE TYPE % IS 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS -   | \$ 9,525   |
| B. Water and Sewer (1% x II and III.) (Do not include for Tract or Commercial Map   | \$         |
| C. Total Plan Check Deposit (A + B)   | \$ 9,525   |
| <b>SURCHARGE FEE CALCULATION</b>  |            |
| D. Surcharge Fee (2% x C)   | \$ 190     |
| E. Total Plan Check Deposit and Surcharge Fee   | \$ 9,715   |
| <b>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</b>  |            |
| 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   |            |
| <b>COMMENTS</b>   |            |

**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 Watermarke Homes, 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 31687**, 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 **One Hundred Ten Thousand Six Hundred and no/100 Dollars (\$110,600.00)**.

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

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

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

extension thereof granted by the County.

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time,

by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

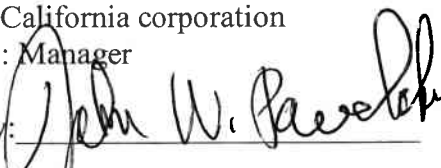
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President

COUNTY OF RIVERSIDE

By \_\_\_\_\_

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.

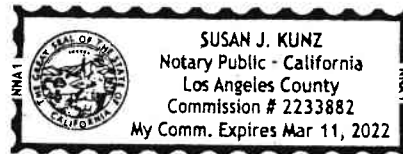
State of California  
County of San Bernardino

On July 14, 2021 before me, Susan J. Kunz, Notary Public  
(insert name and title of the officer)

personally appeared John Parelak  
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 Susan J. Kunz (Seal)

**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 Watermarke Homes, 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 31687**, 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 **Nine Hundred Fifty Two Thousand Five Hundred and no/100 Dollars (\$952,500.00)**.

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

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

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



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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds

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

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

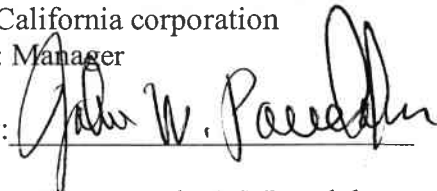
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President

COUNTY OF RIVERSIDE

By \_\_\_\_\_

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 Bernardino

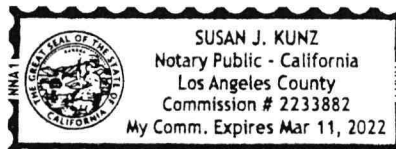
On July 14, 2021 before me, Susan J. Kunz Notary Public  
(insert name and title of the officer)

personally appeared John W. Parelak  
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 Susan J. Kunz (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 Watermarke Homes, 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 31687**, 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 **One Hundred Thirty Four Thousand and no/100 Dollars (\$134,000.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security prescribed by in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds

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

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

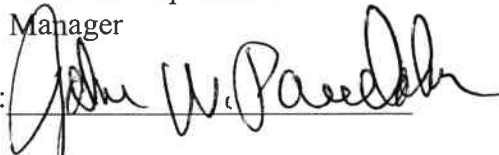
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By: 

Print Name John W. Pavelak

Title President

COUNTY OF RIVERSIDE

By \_\_\_\_\_

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 Bernardino

On July 14, 2021 before me, Susan J. Kunz Notary Public  
(insert name and title of the officer)

personally appeared John Parelak  
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 [Handwritten 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 Watermarke Homes, 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 31687**, 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 **Thirty One Thousand Two Hundred and no/100 Dollars (\$31,200.00)**.

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

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

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

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

SIXTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California.

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

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

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

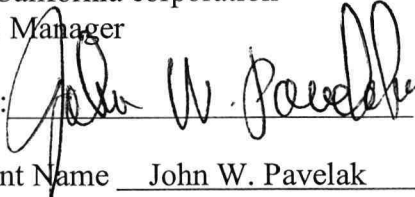
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| County  | Contractor  |
|---|---|
| Construction Engineer<br>Riverside County Transportation Dept.<br>2950 Washington Street<br>Riverside, CA 92504 | Watermarke Homes, LLC<br>1505 South "D" Street, Suite 200<br>San Bernardino, CA 92408 |

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

Watermarke Homes, LLC  
A California limited liability company

By: Lifestyle Homes, Inc.,  
A California corporation  
Its: Manager

By:   
Print Name John W. Pavelak

Title President

COUNTY OF RIVERSIDE

By \_\_\_\_\_

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.

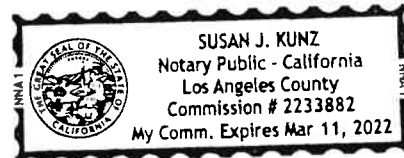
State of California  
County of San Bernardino)

On July 14, 2021 before me, Susan J. Kunz, Notary Public  
(insert name and title of the officer)

personally appeared John W Pavelak  
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 Susan J. Kunz (Seal)

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

# TRACT NO. 31687

BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN  
CSL ENGINEERING, INC. DATE OF SURVEY: JUNE 11, 2005

### STATEMENT

BE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION AND THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF A MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

TO EACH "D", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC USES.  
TO OBTAIN THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENT" AS SHOWN ON THE MAP FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, AND ALL OTHER LOT OWNERS WITHIN THIS TRACT.  
TO OBTAIN THE EASEMENTS INDICATED AS "LANDSCAPE AND MAINTENANCE EASEMENTS" AS SHOWN ON LOTS 5, 18, 28 AND 29. THE RETENTION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: PHILIP J. PAVELAK  
MANAGER

Philip W. Pavelak  
PHILIP W. PAVELAK, PRESIDENT

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 26,089.99 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE; AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: June 29, 2022

CASH OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: Peter Madigan, 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 \$ 26,089.99.

DATE: June 29, 2022

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: Peter Madigan, DEPUTY

**SURVEYO**  
THIS MAP WAS FIELD SURVEYED BY HEREBY STATED POSITIONS IN THE MONUMENT SUFFICIENT TO MAP SUBSTANTIALLY TENTATIVE MAP THIS SURVEY DATE: 6/11/05

Philip J. Pavelak  
PHILIP J. PAVELAK  
L.S. NO. 88

**BOARD C**  
THE COUNTY HEREBY APPOINTED MADE FOR THE MAINTAINED STANDARDS.

DATE: 6/11/05  
COUNTY OF RIVERSIDE  
BY: Jeffrey A. ...  
CHAIRMAN

*P. J. LeGrand*  
PHILIP J. LEGRAND  
L.S. NO. 8812



**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP 31687, AND ACCEPTS THE OFFERS OF DEDICATION MADE FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: 8-30, 2022

ATTEST:  
KECIA HARPER  
CLERK OF THE BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: *Jeff Hewitt*  
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY: *Monica Smith*, DEPUTY

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 31687 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JULY 26, 2005, THE EXPIRATION DATE BEING DEC. 26, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 8-17, 2022

*David L. McMillan*  
DAVID L. MCMILLAN, COUNTY SURVEYOR  
L.S. 8488 EXPIRES 12/31/22



**NOTICE OF DRAINAGE FEES:**

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

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





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

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

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

|                                 |   |
|---------------------------------|---|
| REQUESTED BOARD DATE: 8/30/2022 | CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO |
|---------------------------------|---|

|  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> AMENDMENT     | NO.   | <input type="checkbox"/> CHANGE ORDER    | NO.  |
| <input type="checkbox"/> RESOLUTION    | NO.   | <input type="checkbox"/> ORDINANCE       | NO.  |
| <input type="checkbox"/> AWARD PACKAGE | <input checked="" type="checkbox"/> FINAL MAP | <input type="checkbox"/> ACQUISITION/EDA | <input type="checkbox"/> ADVERTISEMENT PACKAGE |
| <input type="checkbox"/> OTHER:        | SUPERVISORIAL DISTRICT: 5                     |  |  |

|  |
|--|
| <b>PROJECT/SUBJECT:</b>  |
| FINAL TRACT MAP NO: 31687(Schedule "A")  |
| DESCRIPTION: APPROVAL OF FINAL TRACT MAP, LIEN AGREEMENT AND IMPROVEMENT AGREEMENTS. |

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| CONTRACTING PARTY: Paul Hillmer      | W.O. NO.: FTM31687 (TC-SU21)(DBF) |
| PROJECT MANAGER: Paul Hillmer        | EXTENSION: 5-1843                 |
| FORM 11 AUTHOR/CONTACT: Paul Hillmer | EXTENSION:                        |

### FISCAL

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

### ROUTING

|   |
|---|
| <b>SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):</b>   |
| THE FINAL TRACT MAP, LIEN AGREEMENT AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.  |
| THE FINAL TRACT MAP, LIEN AGREEMENT AND ONE COPY OF CC&R'S FOR TRACTS 31687, 31687-1 AND 31687-2 ARE 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: |
|---------------------|--------------------|----------------|-----------|
| 19555               |                    |                |           |

2022-8-153387  
8.30.22 2.26

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2022 AUG 29 AM 9: 53

CC § Rs

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
FOR  
MOUNTAIN VISTA**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAIN VISTA (this "Declaration") is made by Watermarke Homes, LLC, a California limited liability company ("Watermarke" or "Declarant"), being the owner of that certain real property subject to this Declaration, and hereinafter more particularly described

RECITALS:

- A. WHEREAS, Declarant is the owner of the real property located in the unincorporated area of the County of Riverside ("County"), State of California, and more particularly described as Residential Lots 1 through 31, inclusive, of Tract No. 31687, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, Residential Lots 1 through 17, inclusive, and Open Space Lots 18 and 19 of Tract No. 31687-1, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, and Residential Lots 1 through 17, inclusive, and Open Space Lot 18 of Tract No. 31687-2, as recorded in Book \_\_\_\_\_ Pages \_\_\_ to \_\_, Official Records of Riverside County, California, such lots being collectively referred to hereinafter as the "Property" in "Exhibits A-1, A-2 and A-3," attached hereto and being depicted on the Diagrams attached hereto for each such Exhibit.
- B. WHEREAS, the Property consists of three (3) separate recorded final tract maps, there is no guarantee that all phases of the project to be built upon the Property will be complete, or that the number of lots as described above will be completed.
- C. WHEREAS, it is the desire and intention of Declarant to sell and convey residential Lots within the Property to various individuals, including other builders, subject to certain basic protective restrictions, limitations, easements, covenants, reservations, liens and charges between it and the purchasers or users of said Property.

NOW, THEREFORE. Declarant hereby declares that all of the real property described above, is, and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described, against any other Owner or Owners thereof.

**ARTICLE 1**  
**DEFINITIONS**

Section 1.1. Terms. Whenever used in this Declaration, the following terms shall have the following meanings:

1.1.1 *Deleted.*

1.1.2 *Deleted.*

1.1.3 *Co-Declarant* shall mean and refer to any of the successors and assigns of Declarant, as defined below, if such successors or assigns should acquire more than five (5) Lots from Declarant for the purpose of development and are designated by Declarant for the purpose hereof by a duly recorded written instrument.

1.1.4 *Co-Declarant Party* shall mean and refer to any director, officer, partner, member, employer, contractor, design professional, consultant, subcontractor or agent of any Co-Declarant.

1.1.5 *Declarant* shall mean and refer to WATERMARKE HOMES, LLC, a California limited liability company.

1.1.6 *Declaration* shall mean and refer to this enabling Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, changed or modified, from time to time.

1.1.7 *Private Easement Areas* shall mean and refer to those certain slope and/or landscaped areas of Lots located within the Property, for drainage of the flow of water over and across such Private Easement Areas, all as shown on the Tract Maps for the Property, and affecting Lots 1, 9, 10, 11, 16, and 17 of Tract 31687, and Lot 17 of Tract 31687-1. The individual Owners shall be responsible for the maintenance of all above-ground cross lot drainage areas and related improvements on their Lots, whether or not such improvements are located within the Private Easement Areas. Notwithstanding the descriptions of the Easement Areas set forth in the applicable recorded Tract Maps for the Property, to the extent that construction of walls and fences to be constructed along boundary lines do not follow the described boundary lines due to minor errors in field construction and/or engineering errors, the actual location of the affected boundary lines shall be as constructed.

1.1.8 *Community Facilities District or CFD* shall mean and refer to COMMUNITY FACILITIES DISTRICT 21-1M (MOUNTAIN VISTA) OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA and such special districts as may be established by or in conjunction with the County of Riverside, to be responsible for the maintenance, repair and/or administration of landscaping and/or irrigation or other related improvements within certain portions of the Property, and the costs of which are funded through assessments, fees or charges levied by such district upon the residential real property within the boundaries of such district. The CFD has been formed to perform the following work, and to finance the costs associated there with:

(a) maintenance, administration and inspection of the stormwater facilities and BMP's, in and around the Property, including water quality basins, fossil filters, and any other NPDES/WQMP/BMP related devices as approved by the CFD. The maintenance may include, but is not limited to, drainage systems, weed control and other abatements, repair, replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected so as not to be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services;

(b) Street lighting maintenance, which includes energy charges, operating maintenance and administration of street lighting located within the Property and the surrounding area of the CFD; and

(c) Landscaping improvements that may include, but are not limited to, all landscaping materials and facilities within the CFD. These improvements include turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting, masonry walls, or other fencing and graffiti abatement located within the designated boundaries of the CFD, and certain CFD Park and Landscape Areas within the Property as set forth in Section 1.1.9 immediately below.

1.1.9 *CFD Maintenance Areas* shall mean and refer to those areas within the Property which are or will be maintained by the CFD. CFD Maintenance Areas will include all of Lot 18 of Tract 31687-2, and Lot 19 of Tract 31687-1 both of which Lots are to be owned by the CFD and upon which Declarant is to construct landscaped areas to be maintained by the CFD. Declarant is also to construct landscaped areas on portions of Lots 5, 18, 28 and 29 of said Tract No. 31687, Lots 1 through 7, inclusive and a portion of Lot 17 of said Tract 31687-1, and Lots 1, 6 and 11 through 14, inclusive of said Tract 31687-2, for which the CFD will have agreed to assume maintenance responsibility therefore. CFD Maintenance Areas within the Property, if any, are shown generally on Diagrams A-1, A-2 and A-3 (the "Diagrams") which Diagrams are attached to Exhibits A-1, A-2 and A-3 attached hereto, and incorporated herein by this reference. Notwithstanding the descriptions of the CFD Maintenance Areas set forth in the Diagrams, to the extent that walls and fences to be constructed along any CFD Maintenance Areas boundary lines do not follow the described boundary lines due to minor errors in field construction and/or engineering errors, the actual location of the affected boundary line shall be as constructed. Declarant is also to construct on Lot 18 of said Tract 31687-1, a water quality control basin to be owned by the CFD, The CFD shall maintain the slopes and bottom of said basin. Storm Drain inlets or outlets to said basin will be maintained by the Riverside County Transportation Department.

1.1.10 *Lot* shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property. *Residential Lot* shall mean and refer to any Lot to be used exclusively for residential purposes, and *Open Space Lot* shall refer to any Lot reserved for open space and to be maintained by a public entity.

1.1.11 *Owner* shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

1.1.12 *Phase* shall mean one of the phases of development of the Property for which a separate Final Subdivision Public Report is issued by the California Department of Real Estate.

1.1.13 *Property* shall mean and refer to that certain real property located in Riverside County, California, hereinbefore described in Exhibit "A" and generally shown on Exhibit "B" attached hereto, and such additions thereto as may hereafter become subject to all of the provisions of this Declaration.

Section 1.2. Applicability of Terms. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit) recorded pursuant to the provisions of this Declaration.

Section 1.3 Effect of this Article I. Any obligations set forth as part of the "Definitions" as set forth in this Article shall have full operative effect, and are not merely recitations.

## ARTICLE 2 ARCHITECTURAL RESTRICTIONS

Section 2.1. Submissions and Approvals Required. No building, fence, wall or other structure, landscaping, irrigation system, or improvement (collectively, "Improvement") shall be commenced, erected, placed or altered upon any Lot without permits required by the County of Riverside.

Section 2.2. Views. 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 property not within the Property, regardless of whether such Lot is owned by Declarant. In addition, no Owner shall have any right to the protection of any view that may exist at any time from such Owner's Lot across any other Lot or public street within the Property. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that any view which his Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers (both natural and artificial), the growth of landscaping, the construction or installation of Improvements in the Property and/or any adjoining property, and each Owner hereby expressly consents to any such obstruction. Declarant makes no assurance whatsoever concerning the impact on views of any construction of Improvements by anyone after completion of Declarant's original construction, whether such construction is approved by the County of Riverside or constructed on property contiguous to the Property.

Section 2.3. Fences and Walls. Except to the extent that Declarant has constructed and installed such fences and walls, each Owner shall construct and maintain fences and walls along the side and rear perimeters of such Owner's Lot, and/or at the top or toe of slope, in conformance with the requirements shown on the "Wall/Fencing Plan" submitted by Declarant (or other builder purchasing Lots from Declarant) to and approved by the County Planning Department, with such changes thereto as may be approved by the County. Such fences and walls shall be built so as to straddle the boundary lines of a Lot, and only one fence or wall shall be constructed on the boundary lines of adjoining Lots. Each Owner shall obtain all necessary permits for such construction and shall comply with all local laws and ordinances in

connection with such construction. No wood fencing is allowed. The cost of construction and maintenance of the fences and walls shall be borne by the Owner thereof, except that the cost of construction and maintenance for fences and walls which straddle boundary lines of adjoining Lots shall be borne equally by such adjoining Lots as required by California Civil Code Section 841. Owners are strongly advised to refrain from planting any trees along party walls with root systems that might undermine the foundations of such walls. Owners not complying with this provision are responsible for the cost of any repairs or replacement of party walls damaged or destroyed by such non-compliance.

Section 2.4 Construction of New Homes by Declarant or Owners. Neither Declarant nor any Owner who may become a co-Declarant, nor any Owner, shall construct homes within the Property of less than the minimum size of 1,800 square feet. All homes constructed by Declarant or any Owner shall have concrete tile roofs and yard fences with a minimum height of five-feet, six inches (5' 6"), or as otherwise required by County of Riverside Design Standards. Notwithstanding the above, Construction of homes on the Property by Declarant and/or any Owner who shall become a co-Declarant and/or any Owner shall conform to all governmental design standards.

Section 2.5 Compliance with SB 8 and 9. Nothing in this Declaration shall prevent the construction by an Owner other than Declarant from an Accessory Dwelling Unit as may be approved by the County of Riverside in accordance with SB 8 and 9 and/or any successor statutes.

**ARTICLE 3**  
**USE RESTRICTION AND OBLIGATIONS OF**  
**OWNERS**

Section 3.1. Leasing of Lots. Any Owner may lease such Owner's Lot subject to the following:

3.1.1 No Owner shall be permitted to lease such Owner's Lot for transient or hotel purposes.

3.1.2 Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

3.1.3 All leases are required to be in writing.

Section 3.2. Use Restrictions. In addition to all other covenants contained herein, the use and enjoyment of the Property and each Lot therein shall be subject to the following:

3.2.1 No Lot shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that Declarant and its successors or assigns, may use any Lot or Lots in the Property owned by Declarant for a model home site or sites and display and sales office until the last Lot is sold by Declarant

3.2.2 No part of the Property shall ever be used or caused to be used directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. However, the provisions of this Section shall not preclude professional and administrative occupations within the Property, or other reasonable business activity, which have no signs or other external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances, are merely incidental to the use of the Lot as a residential home, and do not in any manner disturb other occupants or generate pedestrian traffic, deliveries or other nuisance.

3.2.3 Pursuant to the provisions of California Government Code Section 434.5, an Owner may display a Flag of the United States on his Lot, unless it is used as, or in conjunction with, an advertising display.

3.2.4 No noxious or offensive activity shall be carried on in any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of such Owner's respective Lot or which shall in any way increase the rate of insurance.

3.2.5 An Owner may keep and maintain in such Owner's Lot domesticated pets such as dogs, cats or other usual and ordinary household pets, in accordance with the rules, regulations, laws and ordinances of the local jurisdictions. Except as hereinabove provided, no animals, livestock, or poultry shall be brought within the Property or kept in any Lot thereof. Owners keeping pets shall be accountable to the other Owners for the acts of such pets, and should any Owner be unable to control barking or other noise or acts of such Owner's pets which disturb any neighbors, then such Owner shall be required to remove such pet from the Property. Each Owner of a pet shall forthwith clean up and remove any animal waste such pet may deposit on the property of another Owner. No dog will be allowed anywhere on the Property outside of securely fenced-in yard areas without being supervised and on a leash.

3.2.6 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted within the Property, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of or within five hundred (500) feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted within the Property. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood-piles, storage areas, machinery and equipment shall be prohibited within the Property unless obscured from the view of adjoining Lots and streets.

3.2.7 Owners are prohibited from installing any antenna on the exterior of a residence for any purpose, except for an "Authorized Antenna." An "Authorized Antenna" means an antenna that is (a) designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one meter or less in diameter, and, (b) that is designed to receive video programming service, including multi-channel, multi-point distribution service, instructional television fixed service, and local multipoint distribution service, and that is one meter or less in diameter, or (c) an antenna that is designed to receive television broadcast signals. Each Owner may maintain individual radio or television antennae systems if located entirely within such Owner's dwelling and if such system is not visible from other Lots or from public streets located within the Property, and provided that such system does not interfere with radio and television reception of other Owners within the Property.



3.2.8 Solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

3.2.9 Each Owner of a Lot has the responsibility and duty to maintain the appearance and integrity of such Owner's Lot and of all slope areas, v-ditches and other drainage devices located within such Owner's Lot.

3.2.10 Each grantee of a Lot within the Property covenants for such Owner, such Owner's heirs, successors and assigns, that such Owner will not in any way interfere with the established drainage patterns or create erosion or sliding problems over such Owner Lot from adjoining or other Lots within the Property, and that such Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over such Owner's Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of the Property was completed by Declarant.

3.2.11 Conveyance of a substantial number of the Lots is essential to the establishment and welfare of said Property as a residential community. In order that all work necessary to complete the Property and establish a substantially occupied residential community be completed as rapidly as possible, no Owner shall, and nothing in this Declaration shall be understood or construed to:

3.2.11.1 Prevent Declarant, its contractor or subcontractors, from doing work on said Property or any part thereof whenever it determines such work to be reasonably necessary or advisable in connection with the completion of the Property; or

3.2.11.2 Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by Declarant, its contractors, or subcontractors, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing the Property as a residential community and disposing of the same by sale, lease, or otherwise.

3.2.12 All structures and improvements within the Property shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition.

3.2.13 No Owner shall permit trees, shrubs, hedges or any other vegetation to shade, block or interfere with the solar access of any solar collector or other solar absorption device on any Lot, including the Lot on which the vegetation is also located.

3.2.14 Notwithstanding anything to the contrary in this Article 3, roof-mounted mechanical equipment shall not be permitted within the Property. However, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

#### **ARTICLE 4 AMENDMENTS**

Section 4.1. Amendments. This Declaration may be amended only by an affirmative vote of at least sixty-five percent (65) of the Owners, including Declarant, of Lots subject to this Declaration.

Notwithstanding any other provision of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of any other Owner, provided that such amendment is made in order to conform this Declaration to the requirements of the DRE, the United States Department of Veterans Affairs, FHA, FNMA, GNMA, FHLMC, or any other governmental entity.

Section 4.2. Effectiveness of Amendment. From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Property, the Owners thereof and their successors in interest.

Section 4.3. Petition the Superior Court. Nothing in this Declaration shall restrict the ability of any Owner at any time to petition the Superior Court in the county in which the Property is located to amend this Declaration as provided under California Civil Code Section 4275.

Section 4.4 County Requirements. Notwithstanding any provision in this Declaration to the contrary, this Declaration shall not be terminated, 'substantially' amended, or property de-annexed therefrom absent the prior written consent of the Assistant TLMA Director—Community Development of the County of Riverside or the County's successor-in-interest.

## ARTICLE 5

### PARTY WALLS OR FENCES

Section 5.1. Rights and Duties. The rights and duties of the Owners of Lots with respect to party walls or fences shall be governed by the following:

5.1.1 Each wall or fence which may or may not be on a property line, and which is constructed as a part of the original construction and located between separate Lots, shall constitute a party wall or fence, and with respect to such wall or fence, each of the adjoining Owners shall jointly assume the burdens and share the cost of reasonable maintenance and repair in proportion to such use. Each Lot shall be subject to an easement for that portion of the party wall or fence which is necessary for support, and each such Owner shall be liable for all property damage due to negligence or willful acts or omissions in connection with such wall or fence.

5.1.2 If any such party wall or fence is damaged or destroyed through the act of one of the adjoining Owners (including but not limited to the improper planting of trees next to a party wall as set forth in Section 2.3 above), or through the act of any member of such Owner's family, a guest, agent (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall or fence, the Owner responsible for the damage or destruction thereon shall be required to make any and all necessary repairs thereto, without cost to the adjoining Owner.

5.1.3 If any such party wall or fence is damaged or destroyed by some cause other than the act of one of the adjoining Owners, such Owner's agents, or family (including, but not limited to, earthquake damage), each adjoining Owner shall be required to make any and all necessary repairs thereto at their joint and equal expense.

5.1.4 Any Owner proposing to modify, make additions to, or rebuild such Owner's Lot in any manner which requires the extension or alteration of any party wall or fence, shall be required to first obtain the written consent of the adjoining Owner. Such Owner must also comply with all dictates of this Declaration which may be relevant.

5.1.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE 6**  
**COVENANTS IN FAVOR OF LOCAL**  
**JURISDICTION**

Section 6.1. Local Jurisdiction. The local governmental entity with primary jurisdiction over the Property is the County of Riverside, a municipal corporation in the State of California. Declarant and all Owners shall, at all times, abide by all County and, if applicable in the future, City ordinances, statutes and resolutions as well as the laws of the State of California.

**ARTICLE 7**  
**MORTGAGEE PROTECTION**

Section 7.1. Mortgagee Protection. Notwithstanding any other provisions in this Declaration to the contrary, in order to induce lenders and investors to participate in the financing of the sale of Lots in the Property, the following provision is added hereto (and to the extent this added provision conflicts with any other provisions in this Declaration, the added provision shall control): No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any first Mortgage (meaning a Mortgage with first priority over any other. Mortgage) on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

**ARTICLE 8**  
**GENERAL PROVISIONS**

Section 8.1. Extension of Declaration. The provisions of this Declaration shall run with the land and bind the Property, and shall inure to the benefit of and shall be enforceable by the County of Riverside (in its sole and absolute discretion) or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-five percent (65) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this Declaration as it may be supplemented in whole or in part.

Section 8.2. Encroachment Easement. Each Owner within the Property is hereby granted an easement over all adjoining Lots for the purpose of accommodating any minor encroachment, due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhang, architectural or other appendants for so long as any such encroachment continues to exist.

Section 8.3. Severability. In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 8.4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community.

Section 8.5. Termination of Declarant's Obligations. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 8.6. Number, Gender. The singular shall include the plural and the plural the singular unless the context requires to the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 8.7. Non-Liability of Declarant. Each Owner, by acceptance of a deed, shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision thereof having been held to be unenforceable in whole or in part.

Section 8.8. Grantees Subject to this Declaration. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

## ARTICLE 9

### AGRICULTURAL USES IN VICINITY OF PROPERTY

Section 9.1 It is hereby disclosed to all Owners as follows:

- A. All neighboring properties within 300 feet of the Western, Northern and Eastern boundaries of the Property, as well as the Northwestern and Northeastern Corners thereof, are located in the County of Riverside and are zoned Rural Residential (R-R) as of October 1, 2021. Details on uses and development standards for properties with R-R zoning are set forth in Riverside County Ordinance No. 348.4947/50, a copy of which may be viewed on the County of Riverside official website, and/or obtained from the County of Riverside. Owners(s) may contact the County of Riverside at any time regarding future zoning changes. Uses allowed per R-R zoning may include, but are not limited to, soil tillage, crop harvesting, and animal husbandry, which may have negative impacts due to dust, pollen, animal waste, noise, etc.
- B. All neighboring properties within 300 feet of the Southern boundary of the Property, as well as the Southwestern and Southeastern Corners thereof, are located in the City of Menifee and are zoned Rural Residential, 1 acre minimum (RR1) as of October 1, 2021. RR1 Zoning is described by the City of Menifee as follows: "Single-family detached residences on Parcels of 1 to 2 acres. Limited agricultural, equestrian and animal keeping uses are expected and encouraged." Details on uses and development standards for properties with RR1 zoning are set forth in The City of Menifee's Comprehensive Development Code, Title 9, Article 3, Chapter 9.125, a copy of which is may be viewed on the City of Menifee website and/or obtained from the City of Menifee. Owners(s) may contact the City of Menifee at any time regarding future zoning changes. Uses allowed per RR1 zoning may include, but are not limited to, soil tillage, crop harvesting, and animal husbandry, which may have negative impacts due to dust, pollen, animal waste, noise, etc.
- C. As of October 1, 2021, extensive croplands with agricultural zoning are located to the north and north west of the Property, starting from a distance of approximately one-half mile from the Property and continuing for several miles north and north westward. Current and/or future uses of said croplands may include, but are not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodity, including timber, viticulture, agriculture or horticulture, the raising of livestock, fur bearing animals, fish or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations including

preparation for market, delivery to storage or to market, or to carriers for transportation to market.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the 8 day of April, 2022

“DECLARANT”

**Watermarke Homes, LLC, a California limited liability company**

**By: Lifestyle Homes, Inc. a California corporation**

**Its: Manager**

BY:



Gary Weintraub, Sr. Vice President/Operations

## 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.

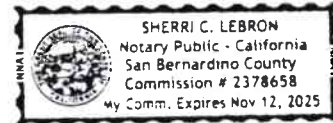
State of California  
County of San Bernardino

On 04-08-2022 before me, Sherri C Lebron, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

