

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



ITEM: 2.27  
(ID # 19573)

MEETING DATE:  
Tuesday, August 30, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 31687-1 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 31687-1 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements, Lien Agreement and Final Tract Map 31687-1.

ACTION: Consent

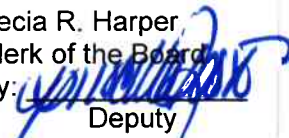
  
Ronak Patel, Deputy County Counsel 8/18/2022

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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 31687-1 was approved by the Board of Supervisors on July 26, 2005, as Agenda Item 1.6. Final Map 31687-1 is a 12.33-acre subdivision creating 17 residential lots and 2 open space 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 the 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 Lien Agreement which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 31687-1 \$1,973,100 for the completion of road and drainage improvements.

TR 31687-1 \$165,200 for the completion of the water system.

TR 31687-1 \$363,000 for the completion of the sewer system.

TR 31687-1 \$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 31687-1 Vicinity Map

TR 31687-1 Improvement Agreement

TR 31687-1 Lien Agreement

TR 31687-1 Mylars

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

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 8/22/2022

**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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Million Nine Hundred Seventy Three Thousand One Hundred and no/100 Dollars (\$1,973,100.00)**.

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

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

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



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

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

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

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

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

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

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

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

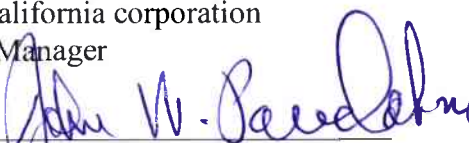
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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. Parciak  
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

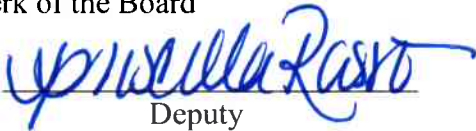
  
JEFF HEWITT

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 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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Sixty Five Thousand Two Hundred and no/100 Dollars (\$165,200.00)**.

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

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

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



extension thereof granted by the County.

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

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

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

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

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

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

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

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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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. 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)



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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Three Hundred Sixty Three Thousand and no/100 Dollars (\$363,000.00)**.

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.

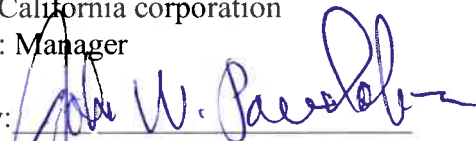
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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. 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

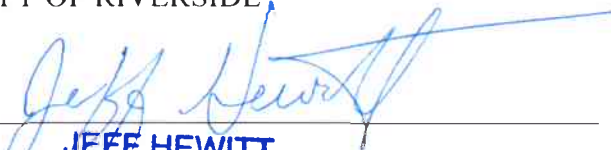


(Seal)



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 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 31687-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **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.

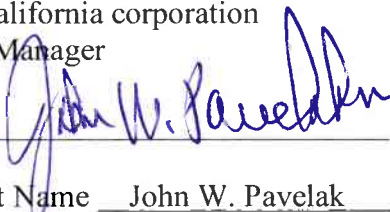
TENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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 Donna Pavlak  
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 *[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



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

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

☐ AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 8/30/2022

CAN IT GO AT A LATER DATE: ☐ YES ☐ 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		

### PROJECT/SUBJECT:

FINAL TRACT MAP NO: 31687-1 (Schedule "A")

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

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM31687-1 (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

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

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 AND LIEN AGREEMENT ARE TO BE DELIVERED TO THE COUNTY RECORDER. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

CC&R'S FOR THIS TRACT ARE SUBMITTED WITH TRACT 31687.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19573			

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2022 AUG 29 AM 9:53





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

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

☐ AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 8/30/2022

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### ROUTING

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CC&R'S FOR THIS TRACT ARE SUBMITTED WITH TRACT 31687.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19573			

## 1. Work Order #

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

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#		10. DATE 08/31/2022	
4. ORGANIZATION County of Riverside		9. ACCOUNT #		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED			
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY:			
6. MAIL STOP 1010		7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071		14. RECORDS COORDINATOR (must be Authorized):	
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Final Tract Map No. 31687-1-Sched "A"				
	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, & CC&R's (submitted with Tract 31687)				
	District 5				
21. RECORDS RECEIVED BY: <i>Maricela Hurtado</i>			30. REMARKS		
22. TITLE		23. RECEIVED VIA:			
24. DATE RECEIVED: 8/31/22		25. TIME RECEIVED:			
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:			
28. NAME/DATE SCANNED TO HOLDING AREA:					
			29. NAME/DATE SCANNED TO LOCATION:		

Additional Attachments  
Filed with Item No:  
2.26

Board Date:  
August 30, 2022

Topic:  
CC&Rs

**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 31687-1**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR  
RECORDING INFORMATION

AUG 30 2022 2.27

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 31687-1** referred to herein as "Map," pursuant to Ordinance No. 460 ("the Subdivision Ordinance").
- B. Owner is required to enter into secured agreements with County entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.
- I. County has found and determined that it would not be in the public interest to require the installation of

the required improvements sooner than two years after the recordation of the Map.

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

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

I. Owner's Performance and Obligations

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

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

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

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

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

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



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

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

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

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

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

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

## II. County's Performance and Obligations

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

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



### III. Effect of Lien Agreement

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

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

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

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

### IV. Events of Default

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

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

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

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

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

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

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

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

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

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

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

#### V. County's Remedies

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

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

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

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

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

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

#### VI. General Provisions

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

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

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

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE ("COUNTY")

By:

  
Chairman, Board of Supervisors  
**JEFF HEWITT**

ATTEST:

KECIA HARPER,  
Clerk of the Board

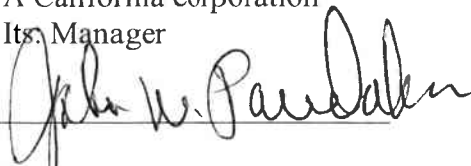
By:

  
Deputy

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

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

By:



Print Name John W. Pavelak

Title President

APPROVED AS TO FORM

County Counsel

By:



AUG 30 2022

227



## 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 Pavelek,  
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.

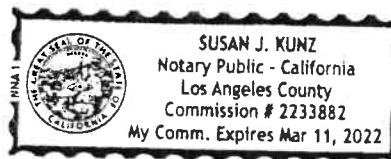
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan J. Kunz

(Seal)



Order No.  
Escrow No.  
Loan No.

RECORDED AT THE REQUEST OF  
CHICAGO TITLE - INLAND EMPIRE

WHEN RECORDED MAIL TO:

**WATERMARKE HOMES, LLC**

c/o Lifestyle Homes, Inc.

1505 South D Street

Suite 200

San Bernardino, CA 92408

A4W038

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

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

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

SPACE ABOVE THIS LINE FOR RECORDERS USE

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 suffi-  
ciency 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

STATE OF CALIFORNIA

} ss

COUNTY OF

Riverside

On

June 12, 2013

before me.

Kathleen M Shaw, Notary Public  
personally appeared

Jeff Troesh

**WATERMARKE LAND COMPANY, LP**

**By: Watermarke Properties, Inc**

**a California corporation, its General Partner**

**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



**SPL** INC.**Government Code 27361.7**

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

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.

Place of Execution :

Riverside

SPL, Inc. as agent



Signature

Date:

6.19.13Revised 9/6/06 R.1  
DR 012 Penalty of Perjury R1**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.**

TR31687-1

**IP No.**

IP190032

☒ 100% Bond to record map

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

**PART 1 - FAITHFUL PERFORMANCE  
and MATERIALS & LABOR**

		<b>FAITHFUL PERFORMANCE</b>		<b>MATERIALS &amp; LABOR</b>	
A Streets & Local Drainage Improvements (Line C, Sheet 5, worksheet)		\$ 1,973,071.00	(a)	\$ 986,535.50	(b)
B Trans Drainage Improvements - per RCFCDD estimated	N/A	\$ -	(a)	\$ -	(b)
C Water Improvements (Line C, Sheet 6, worksheet)	<u>EMWD</u>	\$ 165,190.00	(a)	\$ 82,595.00	(b)
D Sewer Improvements (Line C, Sheet 7, worksheet)	<u>EMWD</u>	\$ 362,892.00	(a)	\$ 181,446.00	(b)
E Onsite L/S	<u>N/A</u>	\$ -	(a)	\$ -	(b)
F <b>SUBTOTAL (A + B + C + D + E)</b>		\$ 2,501,153.00		\$ 1,250,576.50	
G RCFCDD Drainage Imprmnts - Based on letter dated:	<u>N/A</u>	\$ -	(a)	\$ -	(a)
H <b>TOTAL SECURITY REQUIRED</b>		\$ 2,501,200.00		\$ 1,250,576.50	

**PART 2 - WARRANTY RETENTION**

10% of Faithful Performance \$ 250,120.00

**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	\$ 75,034.59	
J Surcharge: 2% of Line I	\$ 1,500.69	
K <b>SUBTOTAL (I + J)</b>	\$ 76,535.28	
L Surcharge: 20% of Line H to record map prior to signed improvement plans	\$ -	
<b>TOTAL TRANSPORTATION DEPARTMENT INSPECTION FEE</b>	\$ 76,540.00	(\$75,000 max. deposit required)

**BOND SUMMARY**

	<b>FAITHFUL PERFORMANCE</b>	<b>MATERIALS &amp; LABOR</b>
<b>STREETS &amp; ALL DRAINAGE (A + B + E + G)</b>	\$ 1,973,100.00	\$ 986,535.50
<b>WATER IMPROVEMENTS</b>	\$ 165,200.00	\$ 82,600.00
<b>SEWER IMPROVEMENTS</b>	\$ 363,000.00	\$ 181,446.00
<b>WARRANTY RETENTION</b>	\$ 250,120.00	(Bond or Security)
<b>MONUMENT SECURITY BOND</b>	\$ 31,200.00	(Bond or Security)
<b>TRANSPORTATION DEPARTMENT INSPECTION FEE</b>	\$ 75,000.00	(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

10-15-19 Update

4080 Lemon Street, 8th Floor, Riverside, CA 92501 (951) 955-6740

**EXHIBIT B**

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

PARCEL MAP OR TRACT MAP NO. 31687-1 DATE: 7/15/2020  
PP, CU, PU, MS OR VL NO.                      IP: 190032

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY		MATERIAL & LABOR SECURITY	
	(100% of Estimated Construction Costs)		(**50% of Estimated Construction Costs)	
Street/Drainage	\$	1,973,071	\$	986,500
*Flood Control	\$	0	\$	0
Water	\$	165,190	\$	82,500
District Name				
Sewer	\$	362,892	\$	181,500
District Name				
Total		<u>2,501,153</u>		<u>1,250,500</u>
Warranty Retention (10%)	\$	<u>250,100</u>		

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 \*\*\***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.



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

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		<b>ROADWAY EXCAVATION</b>		
1,200	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 24,000
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) =                      Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0
	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 If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
911	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 911
	S.F.	Cold Plane A.C. Pavement	\$ 2.25	\$ 0
203	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 406
1,283	S.Y.	Remove A.C. Pavement	\$ 1.45	\$ 1,860
	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
	L.F.	Remove Barricade	\$ 10.00	\$ 0
2,534	TON	Asphalt Concrete ( 107,476 S.F.) ( 144 lbs/cu.ft)	\$ 90.00	\$ 228,060
4,248	C.Y.	Agg Base Class II (107,476 S.F.)	\$ 50.00	\$ 212,400
4.0	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 2,400
1,822	S.F.	AC overlay (min. 0.10') (1,822 SF)	\$ 0.90	\$ 1,640
2,931	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 43,965
764	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 12,988
	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
344	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 10.00	\$ 3,440
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 15.00	\$ 0
1,650	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 16,500
18,700	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 112,200
3,476	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 27,808
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0
5	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 10,000
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0
80	L.F.	Barricades	\$ 100.00	\$ 8,000
26	C.Y.	Agg Base Class II roadway for basin	\$ 50.00	\$ 1,300

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

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
3,100	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 31,000
	L.F.	Chain Link Fence ( 6' )	\$ 30.00	\$ 0
898	L.F.	6' high tubular steel fence around basin	\$ 30.00	\$ 26,940
	EA.	Pipe Gate	\$ 1,000.00	\$ 0
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0
9	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 45,000
	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
1	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 2,000
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0
	S.F.	Terrace Drain & Down Drain	\$ 6.60	\$ 0
	S.F.	Interceptor Drain	\$ 6.50	\$ 0
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0
	C.Y.	Concrete Channel	\$ 200.00	\$ 0
31	C.Y.	Rip Rap ( 1/4 Ton ) Method B	\$ 40.00	\$ 1,240
	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
46	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 5,198
383	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 140.00	\$ 53,620
1727	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 150.00	\$ 259,050
356	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 155.00	\$ 55,180
	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
76	S.F.	6" PCC over 6" AB apron for Bubble up basin	\$ 15.00	\$ 1,140
14	EA.	Drain pipe cleanout	\$ 500.00	\$ 7,000
503	L.F.	6" PVC Perforated Drain pipe	\$ 20.00	\$ 10,060
18	L.F.	8" PVC Drain pipe	\$ 21.00	\$ 378
61	L.F.	8" PVC Perforated Drain pipe	\$ 25.00	\$ 1,525
	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
2	EA.	Catch Basin W=10'	\$ 5,800.00	\$ 11,600
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0
6	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 72,000



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

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 0
	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
2	EA.	Junction Structure No. 2	\$ 3,000.00	\$ 6,000
	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
6	EA.	Manhole No. 1	\$ 2,700.00	\$ 16,200
1	EA.	Manhole No. 2	\$ 3,300.00	\$ 3,300
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0
4	EA.	Manhole No. 4	\$ 5,000.00	\$ 20,000
	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
3	EA.	Street Name Sign	\$ 400.00	\$ 1,200
73	C.Y.	A.B. for edge of pavement (Trade Winds)	50.00	\$ 3,650
2	EA.	Sump pump	\$ 22,000.00	\$ 44,000
1	EA.	Electrical Control Panel and pole	\$ 5,000.00	\$ 5,000
1	EA.	CSP flared inlet/outlet	\$ 250.00	\$ 250
				\$ 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
3	EA.	Street Name Sign	\$ 400.00	\$ 1,200
	EA.	Install Sign ( Strap and Saddle Bracket Method)	\$ 150.00	
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0
11	EA.	Road Sign - One Post	\$ 250.00	\$ 2,750
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0
	EA.	Delineator ( Class 1 Type F)	\$ 40.00	\$ 0
	EA.	Delineator ( Class 2 )	\$ 45.00	\$ 0
	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 0
1,450	L.F.	Paint Traffic Stripe (2 Coats )	\$ 0.38	\$ 551
	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
98	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 392
	EA	Signal and Lighting	150,000	\$ 0
3	EA	Stop Sign	\$ 150.00	\$ 450
				\$ 0
				\$ 0
				\$ 0
				\$ 0

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

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
				\$ 0
		<b>LANDSCAPING</b>		\$
	S. F.	Maintenance Walk STD 113	\$ 6.00	\$ 0
	S. F.	Colored Stamped Concrete	\$ 15.00	\$ 0
45	EA	Street Trees ( 15 Gallon )	\$ 140.00	\$ 6,300
22,931	S. F.	Landscape and Irrigation	\$ 5.00	\$ 114,655
	C.Y.	Landscape Fill Material	\$ 27.00	\$ 0
	EA	Water Meter	\$ 10,000.00	\$ 0
	EA	Electric Meter	\$ 10,000.00	\$ 0
			\$	\$ 0
			\$	\$ 0
		<b>ADDITIONAL DRAINAGE ITEMS</b>	\$	\$ 0
1	EA.	Basin Outlet structure (Detail A2)	\$ 18,000.00	\$ 18,000
1	EA.	Concrete Headwall (Detail B)	\$ 15,000.00	\$ 15,000
1	EA.	Concrete Headwall (Detail C)	\$ 15,000.00	\$ 15,000
1	EA.	Concrete Collar	\$ 500.00	\$ 500
2	EA.	Trash Rack at Headwall (inclined)	\$ 1,200.00	\$ 2,400
1	EA.	Concrete Bulkhead	\$ 800.00	\$ 800
9	C.Y.	Concrete Spillway	\$ 400.00	\$ 3,600
25	L.F.	Retaining Wall for Basin Outlet Structure	\$ 400.00	\$ 10,000
60	EA.	18"x18"x30" Gabions	\$ 175.00	\$ 10,500
10	L.F.	Fossil Filter in catch basin	\$ 15.00	\$ 150
1	EA.	Bubble up basin (W=14') std. 300	\$ 9,800.00	\$ 9,800
	A.	<b>Subtotal</b>		\$ 1,578,457
	B.	Administrative Contingency ( 25 % x A)		\$ 394,614
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	<b>Streets/Drainage Total (A + B)</b>		\$ 1,973,071
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND ( ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 394,614
	E.	<b>Streets/Drainage Total (C + D)</b>		\$ 2,367,686

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

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ 0
	L.F.	6" Waterline	\$ 16.00	\$ 0
2,442	L.F.	8" Waterline	\$ 21.00	\$ 51,282
	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
1	EA.	6" Gate Valve	\$ 800.00	\$ 800
11	EA.	8" Gate Valve	\$ 850.00	\$ 9,350
	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
10	EA.	Fire Hydrant (6") Standard	\$ 2,300.00	\$ 23,000
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0
1	EA.	6" Misc. Fittings	\$ 200.00	\$ 200
35	EA.	8" Misc. Fittings	\$ 250.00	\$ 8,750
	EA.	10" Misc. Fittings	\$ 280.00	\$ 0
	EA.	12" Misc. Fittings	\$ 320.00	\$ 0
1	EA.	Blowoffs (4")	\$ 1,600.00	\$ 1,600
18	EA.	Service Connections	\$ 475.00	\$ 8,550
22	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 4,400
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0
7	EA.	Air and Vacuum Valve	\$ 1,850.00	\$ 12,950
13	EA.	Blue Retroreflective Pavement Marker	\$ 50.00	\$ 650
1	EA.	1" Corp. stop	\$ 150.00	\$ 150
2	EA.	1" Landscape service connection	\$ 1,000.00	\$ 2,000
2	EA.	Backflow Device	\$ 850.00	\$ 1,700
632	L.F.	Remove existing waterline	\$ 18.00	\$ 11,376
2	EA.	Miscellaneous Removals	\$ 250.00	\$ 500
1	EA.	8"x1" service clamp hot tap	\$ 400.00	\$ 400
			\$	\$ 0
	A.	<b>Subtotal</b>		\$ <b>137,658</b>
	B.	Administrative Contingency ( % x A)		\$ 27,532
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	<b>Water Total (A + B)</b>		\$ <b>165,190</b>
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND ( ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 33,038
	E.	<b>Water Total (C + D)</b>		\$ <b>198,228</b>



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

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

PARCEL MAP OR TRACT NO. 31687-1  
 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)	\$ 1,973,071
II. Water (Line C from Water Improvement Calculations)	\$ 165,190
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 362,892
<b>PLAN CHECK DEPOSIT CALCULATION</b>	
A. Street/Drainage ( CASE TYPE % x I FROM ABOVE) NOTE: CASE TYPE % IS 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS	\$ 19,731
B. Water and Sewer (1% x II and III.) (Do not include for Tract or Commercial Map	\$
C. Total Plan Check Deposit (A + B)	\$ 19,731
<b>SURCHARGE FEE CALCULATION</b>	
D. Surcharge Fee (2% x C)	\$ 395
E. Total Plan Check Deposit and Surcharge Fee	\$ 20,125
<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 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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Million Nine Hundred Seventy Three Thousand One Hundred and no/100 Dollars (\$1,973,100.00)**.

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

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

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



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

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

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

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

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

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

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

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

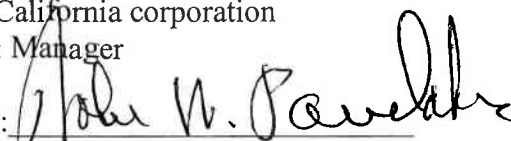
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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 TRIPPLICATE

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 Pavekall  
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 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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Sixty Five Thousand Two Hundred and no/100 Dollars (\$165,200.00)**.

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

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

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



extension thereof granted by the County.

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

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

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

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

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

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



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

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

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

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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

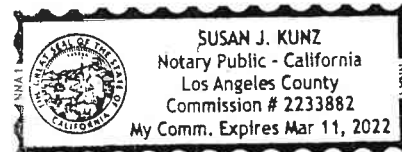
County of San Bernardino

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 31687-1**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Three Hundred Sixty Three Thousand and no/100 Dollars (\$363,000.00)**.

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.

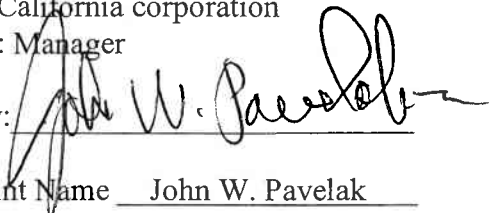
TWELFTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County	Contractor
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Watermarke Homes, LLC 1505 South "D" Street, Suite 200 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 [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 31687-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **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  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Watermarke Homes, LLC  
1505 South "D" Street, Suite 200  
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. Pavlak  
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.

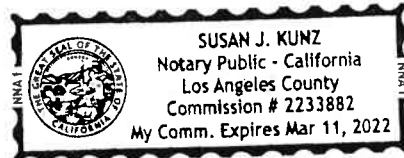
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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. 31687-1

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

I, AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBMISSION  
THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS  
TO SAID LAND: THAT I CONSENT TO THE MAKING AND RECORDING OF  
ON MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL  
DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
HIGH "D", INCLUSIVE. THE DEDICATION IS FOR PUBLIC ROAD AND PUBLIC  
SES.

ON OF DEDICATION OF LOT "B", MAPS ROAD, THE OWNERS OF LOTS 1 THROUGH 6,  
D LOT 19 ABUTTING THIS ROAD AND DURING SUCH TIME WILL HAVE NO RIGHTS OF  
T THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT  
HE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO  
ATED.

ETAIN THE EASEMENT INDICATED AS "BLANKET DRAINAGE EASEMENT" LYING  
LOT 18 AS SHOWN HEREON. THE RETENTION IS FOR THE CONSTRUCTION  
NCE OF DRAINAGE FACILITIES.

PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
Y EASEMENT LYING OVER ALL OF WATER QUALITY BASIN LOT 18, AS SHOWN  
DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

ETAIN THE EASEMENT INDICATED AS "BLANKET DRAINAGE EASEMENT" OVER ALL  
; SHOWN HEREON. THE RETENTION IS FOR THE MAINTENANCE OF FLOOD  
LITIES.

ETAIN THE EASEMENTS INDICATED AS "LANDSCAPE AND MAINTENANCE EASEMENT"  
ROUGH 7, INCLUSIVE, LOT 12 AND LOT 17. THE RETENTION IS FOR LANDSCAPE  
NCE PURPOSES.

ETAIN THE EASEMENT INDICATED AS "PRIVATE DRAINAGE EASEMENT" AS SHOWN HEREON,  
USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT  
N THIS TRACT.

HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

TITLE HOMES, INC.  
JIFORNIA CORPORATION  
MANAGER:

*John W. Pavellak*  
JOHN W. PAVELLAK, PRESIDENT

WE HEREBY RETAIN LOT 18 IN FEE INDICATED AS OPEN  
SPACE AND WATER QUALITY BASIN AS SHOWN  
HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF  
OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT  
OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 19 IN FEE INDICATED AS OPEN

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 24,989.99 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 24, 2022

~~CASH OR SURETY BOND~~  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: John Jennings, 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 \$ 24,989.99.  
DATE: June 24, 2022

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: John Jennings, DEPUTY

## 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 ORDINANCE 480 AND SECTION 66483, ET. SEQ.,  
OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.  
NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 480, PAYMENT  
OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER

## SURVEY

THIS MAP WAS  
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THIS SURVEY

DATE: \_\_\_\_\_

PHILIP J. LEE  
L.S. NO. 88

## BOARD C

THE COUNTY  
HEREBY APPE  
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THE COUNTY  
WITH COUNT  
MAPS AND  
THE DEDICA  
ACCEPTED  
DATE: June 24, 2022

**X BOND CERTIFICATE**

HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 24,989.99 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 ES 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.

E: June 24, 2022

H-6R SURETY BOND  
THEW JENNINGS  
COUNTY TAX COLLECTOR

Paula Rodriguez

DEPUTY

**X COLLECTOR'S CERTIFICATE**

HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO ASSESSMENTS 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 \$ 24,989.99.

E: June 24, 2022

THEW JENNINGS  
COUNTY TAX COLLECTOR

Paula Rodriguez

DEPUTY

**NOTICE OF DRAINAGE FEES:**

THIS IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE HOME/AND/ROWLAND AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 86483, ET. SEQ. THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. THE RATE 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. 3 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 THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WATERMARK HOMES ON JUNE 11, 2005. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: May 6, 2022

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 AND ACCEPTS THE OFFERS OF DEDICATION, MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS, THE OFFER OF DEDICATION OF ADJUTANTS RIGHTS OF ACCESS ALONG MAPS BOUNDARY HEREBY ACCEPTED.

THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

DATE: 8-30, 2022

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: Jeffrey A. Smith  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:  
KECIA HARPER  
CLERK OF THE BOARD OF SUPERVISORS  
BY: Deanna 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 May 26, 2005, THE EXPIRATION DATE BEING