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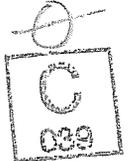
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CA - 1215



SUBDIVISION IMPROVEMENT AGREEMENT
(TRACT NO. 34059-1 AND 34059-2)

C/A-1215

SUBDIVISION IMPROVEMENT AGREEMENT

(TRACT NO. 34059-1 and 34059-2)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”) is made this 13th day of March, 2013, by and between Riverside Sorento Hills, LLC, Jerry M. Perkins and Carol A. Perkins Trustees of the Perkins Family 1997 Living Trust Under Declaration of Trust dated May 19, 1997, Hong Park, Young S. Cho, Christina Kim Anh Le, Dung H. Le, John J. Fruciano, Jerry M. Perkins, a Sole Proprietorship Pension Plan, Grover G. Moss and Linda L. Moss, Trustees of the Grover G. Moss and Linda L. Moss Family Trust, dated October 30, 1992, as amended, Shun Li Chang, Helen Chang, Don Fruciano, Elissa Fruciano, Mike Fruciano, Equestrian Heights Estates, LLC, Jose D. Jimenez, Grace V. Jimenez, Terry L. Pope, Grover G. Moss, Linda L. Moss, Daniel Wishard, Gina Wishard, James M. Freeman and Susan T. Freeman as Trustees of the James and Susan Freeman Family Trust dated December 9, 2009, Arden Anderson, Carolyn J. Anderson, Janet L. Arend, Donna M. Ellerbeck, Joanne Anderson and David B. Anderson (individually or collectively “**Subdivider**”), and the CITY OF RIVERSIDE, a California charter city and municipal corporation (“**City**”).

RECITALS

A. Subdivider is the owner of that certain real property located in the City of Riverside, County of Riverside, State of California, more specifically described in Exhibit “A”, attached hereto (the “**Property**”).

B. The Property is being final mapped as Tract No. 34059-1 and Tract No. 34059-2 (collectively the “**Tract**”). The Tract shall also be referred to as the “Project.”

C. The City has approved the Project with map conditions referred to as the “**Project Conditions**.” A copy of the Project Conditions are attached hereto as Exhibit “B”.

D. The Project shall be developed by Subdivider in sections which shall be referred to in this Agreement individually as a “**Pod**” and collectively as “**Pods**.”

E. The Pods shall be specifically identified as “**Pod 1A**”, “**Pod 1B**”, “**Pod 2**”, “**Pod 3**”, “**Pod 4**”, “**Pod 5**”, “**Pod 6**” and “**Pod 7**.” Pod 1A, Pod 1B, Pod 2, Pod 3, Pod 4, Pod 5, Pod 6 and Pod 7 are more specifically described in Exhibit “C” attached hereto.

F. For the purposes of this Agreement the owners of that portion of the Property in any particular Pod shall be referred to herein collectively as a “**Pod Subdivider**.”

G. For the purposes of this Agreement the owner of any lot in the Project shall be referred to individually as a “**Lot Owner**,” or collectively with another Lot Owner as “**Lot Owners**.”

H. The Municipal Code of the City of Riverside, Section 18.220.010 provides that before a final map or parcel map is approved and the dedication of any streets, alleys, pedestrian ways, easements, or other public places shown thereon is accepted, all required improvements

must have been completed and accepted. Section 18.220.020 of the Riverside Municipal Code allows for the City and Subdivider to enter into a contract securing the completion of the improvements.

I. The Project Conditions require a number of public and private improvements (hereinafter, "**Improvements**") to be constructed on the Property as well as other obligations. The Improvements and other obligations to the Property are the improvement plans (the "**Plans**") which shall be approved by the City Engineer. The Plans include grading, erosion control, streets, street trees and landscaping, street signs, curbs, gutters, sidewalks, lighting, utilities, traffic safety devices, trails and infrastructure. Public Improvements are those improvements marked "Public" on the Plans as approved by the City Engineer, and are part of the Improvements defined above.

J. The Plans have been submitted to the City Engineer, and shall be retained at the Riverside City hall ("City Office") under the collective title "Tract 34059 Grading, Improvement and Landscape Plans." Prior to issuance of any permits all required plans must be approved by the City Engineer and each Pod Subdivider is responsible for final engineering and plan approval.

K. Subdivider has requested approval of the map for the Tract prior to completion of the Improvement.

L. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 *et seq.*) and the ordinances, rules, regulations, and determinations of the City.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the parties as follows:

1. **Purpose.** The purpose of this Agreement is to: (a) final design and guarantee installation of the Improvements in accordance with the Plans; and (b) ensure satisfactory performance by the Subdivider of Subdivider's obligations under the Project Conditions for each Pod. The Recitals set forth above are hereby made a part of this Agreement.

2. **Improvements as a Benefit.** Subdivider agrees that the Improvements, which Subdivider is obligated to provide, will materially benefit the Property and are necessary to comply with the Project Conditions.

3. **Installation of Improvements.** Each Pod Subdivider agrees to complete final engineering design, construct, install, obtain all requisite permits, and complete, or cause to be constructed, installed and completed, at the Pod Subdivider's own expense, all of the Improvements required of the Pod Subdivider for their Pod as set forth in the Project Conditions. Certificates of Occupancy shall not be issued by the City unless all of the above has been completed to the satisfaction of the City.

4. **Performance of Work.** Each Pod Subdivider agrees that the work necessary to construct and install the Improvements in their respective Pod will be done in a good and workmanlike manner, in accordance with accepted construction practices, and in a manner equal

or superior to the requirements of the City's Municipal Code ("**Code**") and rulings made under it. In the event that any conflict between the Plans and the Code should arise after the date of this Agreement, the provisions of the Code shall control. Further, the work will be conducted in accordance with the requirements and procedures listed in the Project Conditions, in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City Engineer or his/her designee. It is agreed that the City Engineer or his/her designee shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Project Conditions, Plans, City standards and specifications, or any applicable law, rule, or regulation.

5. **Commencement of Construction.** Before the commencement of construction of any Improvement for any Pod, Pod Subdivider shall obtain the requisite permits and timely notify the City Engineer in writing of the date fixed by Pod Subdivider for commencement of construction of Improvements on the Pod so that the City Engineer is able to provide the service of inspection as well as execute the necessary Improvement Agreements and post the requisite bonds as required by the Riverside Municipal Code.

6. **Completion.** Each Pod Subdivider agrees to complete the Improvements for their Pod consistent with the Project Conditions. Each Pod Subdivider shall complete the Improvements required for the Pod Subdivider's Pod prior to issuance of any Certificate of Occupancy for the development of any residential lot within the Pod Subdivider's Pod is applied for. Further the Pod Subdivider for Pod 3 acknowledges that the Improvements for Pod 3 shall not be considered complete until all improvement aspects of the Improvements for Pod 2 have been completed.

7. **Supplying "Record Drawing" Plans.** Upon completion of the Improvements for any Pod and prior to City's issuance of its form 404 certification for any Pod, the Pod Subdivider shall supply the City, at no cost to the City, one mylar (4 mils) full set of "as built" plans. These drawings shall be certified as being "record drawings" and shall reflect the Improvements as actually constructed, with all changes to the Plans incorporated therein.

8. **Notice and Certification of Completion.** Each Pod Subdivider shall advise the City Engineer in writing of the completion of the Improvements for any Pod herein specified and request the 404 certification. Upon satisfactory completion of the Improvements by Subdivider, as determined by the City Engineer, and the request for the 404 certification. The City Engineer or his/her designee shall issue the 404 certification indicating that the required Improvements have been completed.

9. **Acceptance of Improvements.** The issuance of the 404 certification by the City shall constitute the acceptance of the Improvements. Acceptance of Improvements shall imply only that the Improvements have been completed satisfactorily and that the Public Improvements have been accepted for public use, or private use as the case may be. Acceptance of Public Improvements by the City Engineer shall not constitute acceptance of any offer of dedication made by Subdivider.

10. **Adequacy of and Revisions to Plans.** If, at any time before the City Engineer issues the 404 certification for the completion of the Improvements for any Pod, the Plans for

any Pod Subdivider's Pod prove to be inadequate in any respect, the Pod Subdivider shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer or his/her designee discovers that the Plans for any Pod are inadequate in any respect, the City Engineer or his/her designee shall notify the particular Pod Subdivider that owns the Pod of the inadequacy/inadequacies. If such inadequacies are discovered, the Pod Subdivider shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer or his/her designee, complete the Improvements according to the revised Plans.

11. **Guarantee and Maintenance of Improvements.** The Subdivider agrees to maintain any Improvements on the Project, or identified in the Project Conditions, in good condition and repair and to guarantee the Improvements against any defective workmanship, materials or unsatisfactory performance for one (1) year after the City Engineer or his/her designee certifies completion of the Improvements. This one (1) year period shall be referred to hereinafter as "the **Warranty Period.**" Subdivider shall comply with the requirements of this Paragraph in addition to, and not in lieu of, any other legal or contractual requirements to which Subdivider may be subject pertaining to the maintenance of the Improvements during the one-year warranty period and thereafter.

12. **Repair, Replacement or Reconstruction.** If, within the Warranty Period, all or any portion of the Improvements fail to fulfill the requirements of this Agreement, the Pod Subdivider for the particular Pod, without delay and without cost to the City, shall repair, replace or reconstruct the defective or otherwise unsatisfactory Improvement or portion of Improvement and remedy the cause of such defect or failure. All such repair work, replacement, or reconstruction shall be completed to the satisfaction of the City Engineer or his/her designee within one (1) year of the discovery of the defect or failure.

13. **Duty to Maintain Landscaping.** Subdivider agrees to diligently maintain the landscaping improvements that it installs, in a clean, undamaged, healthy, vigorous, growing and weed free state for a minimum continuous period of one (1) year and until the work and the landscape improvements are accepted by the City. The Subdivider shall employ the standard of care necessary to prevent the landscaping from substantially deteriorating.

14. **Nonperformance and Costs.** If, within the time specified in this Agreement and any approved extension, any Pod Subdivider fails to complete the Improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of an Improvement on a particular Pod, the City may, but is not required to, proceed to complete the Improvement pursuant to the Plans, by contract or otherwise, and the Pod Subdivider, immediately upon demand, shall pay the costs and charges related to said work, together with fifteen percent (15%) overhead charge.

15. **Reimbursement of Costs for Certain Owners within a Pod.** Each Lot Owner that makes up a Pod Subdivider shall be responsible for an equal pro rata share of the cost of all Improvements and all other obligations set forth in this Agreement or the Project Conditions (the "Pod Improvement Costs") on their Pod. By way of example, if there are four (4) Lot Owners in a Pod, each Lot Owner shall be responsible for one-fourth (1/4th) of the Pod Improvement Costs for their Pod. In the event that any Lot Owner or Lot Owners that make up part of a Pod

Subdivider incur more than their pro rata share of the Pod Improvement Costs they shall be entitled to reimbursement from the other Lot Owner(s) within the Pod prior to the issuance of any permit or approval by the City for the development of any residential lot on the lot(s) of such other Lot Owner(s) owing the reimbursement of their pro rata share of the Pod Improvement Costs. In the event that a Lot Owner has already received a permit or approval from the City for their lot any amount due for the Pod Improvement Costs shall be paid within fifteen (15) days of receipt of an invoice from the Lot Owner that incurred the Pod Improvement Costs. Notwithstanding the foregoing, the Lot Owners for Lot 7 and Lot 10 of the Tract (Lot 7 is shown as Lot 26 on Tentative Tract Map No. 34059 and Lot 10 is shown as Lot 29 on Tentative Tract Map No. 34059) shall not be responsible for reimbursement of any Pod Improvement Costs for Pod 5, and such Pod Improvement Costs for Pod 5 shall be divided evenly among the Lot Owners of all other lots within Pod 5. Any amounts that shall be considered Offsite Improvement Costs, Bridge Construction Costs or Water Improvement Costs shall be repaid as otherwise set forth in this Agreement.

16. Reimbursement of Costs for Improvements on other Pods. Each Pod Subdivider acknowledges that the City may require certain Improvements or obligations under the Project Conditions to a Pod other than the Pod Subdivider's Pod be completed in order to allow the completion of the Improvements on the Pod Subdivider's Pod ("Unrelated Pod Improvements"). In such an event, the Pod Subdivider will be allowed to complete the Unrelated Pod Improvements required by the City on any other Pod necessary, so long as such Unrelated Pod Improvements are completed in accordance with the terms of this Agreement. The Pod Subdivider for the Pod on which any Unrelated Pod Improvements are completed shall receive the benefit of the Unrelated Pod Improvements, and as a result, must reimburse the Pod Subdivider that incurred the cost for such Unrelated Pod Improvements prior to the issuance of any permit or approval by the City for the development of any residential lot on the lot(s) of such Pod owing the reimbursement of the Unrelated Pod Improvement Costs. In the event that a Lot Owner has already received a permit or approval from the City for their lot any amount due for the Unrelated Pod Improvements shall be paid within fifteen (15) days of receipt of an invoice from the Lot Owner that incurred the Unrelated Pod Improvements. Any amounts that shall be considered Offsite Improvement Costs, Bridge Construction Costs or Water Improvement Costs shall be repaid as otherwise set forth in this Agreement.

17. Reimbursement of Costs incurred for Final Tract Map. Subdivider acknowledges that a Pod Subdivider, Lot Owner or HOA may incur costs in conjunction with the preparation of the final map for the Tract (the "**Tract Map Costs**"). Each Lot Owner, with the exception of the Lot Owners for Lot 7 and Lot 10 of the Project (Lot 7 is shown as Lot 26 on Tentative Tract Map No. 34059 and Lot 10 is shown as Lot 29 on Tentative Tract Map No. 34059), agrees that they shall reimburse each Pod Subdivider, Lot Owner or HOA in the amount of 1/43rd of the Tract Map Costs prior to the issuance of any permit or approval by the City for the development of any residential lot for the Lot Owner's lot. Each Lot Owner acknowledges that as of the date of this Agreement the estimated portion of each Lot Owner for the Tract Map Costs is \$6,278.90.

18. Reimbursement of Costs incurred for Public Improvements. Subdivider acknowledges that the Project Conditions require certain Improvements to be completed for the Project, and that a Pod Subdivider, a Lot Owner or HOA may incur costs in conjunction with the

preparation of certain Improvements required by the Project Conditions (the “**Offsite Improvement Costs**”). Each Lot Owner, with the exception of the Lot Owners for Lot 7 and Lot 10 of the Project (Lot 7 is shown as Lot 26 on Tentative Tract Map No. 34059 and Lot 10 is shown as Lot 29 on Tentative Tract Map No. 34059), agrees that they shall reimburse Pod Subdivider, Lot Owner or HOA, as the case may be, in the amount of 1/43rd of the Offsite Improvement Costs prior to the issuance of any permit or approval by the City for the development of any residential lot for the Lot Owner’s lot. In the event that a Lot Owner has already received a permit or approval from the City for their lot any amount due for the Offsite Improvement Costs shall be paid within fifteen (15) days of receipt of an invoice from the party that incurred the Offsite Improvement Costs.

Upon recording of this Agreement, a Pod Subdivider, a Lot Owner or HOA may commission Adkan Engineers to prepare an engineers estimate for any or all of the Improvements required to be constructed by the Project Conditions (an “Offsite Estimate”). Once obtained, a copy of the Offsite Estimate shall be submitted to the HOA. In the event that a Lot Owner is seeking to obtain a permit or approval from the City for their lot prior to the construction of any Improvements for which an Offsite Estimate exists, the Lot Owner shall be required to pay the HOA an amount of 1/43rd of the Offsite Estimate(s) then in existence prior to any issuance of a permit or approval from the City (an “Offsite Estimate Payment”). Once any Offsite Improvement Costs are incurred by any party to this agreement for Improvements for which an Offsite Estimate has been obtained, a Lot Owner shall receive credit against their share of any Offsite Improvements Costs due in the amount of the Offsite Estimate Payment made by said Lot Owner, and the party seeking reimbursement for the Offsite Improvement Costs shall be entitled to that portion of the Offsite Estimate Payment paid by the Lot Owner for the applicable Offsite Estimate. If the Lot Owners share of the actual Offsite Improvement Costs exceeds the applicable amount paid to HOA in an Offsite Estimate Payment any additional amount shall be due to the party that incurred the Offsite Improvement Costs within fifteen (15) days of receipt of an invoice for said costs from the party that incurred the Offsite Improvement Costs or the HOA. If the Lot Owners share of the actual Offsite Improvement Costs is less than the applicable amount paid to HOA in an Offsite Estimate Payment the Lot Owner shall seek reimbursement from the HOA for such amounts.

19. Reimbursement of Costs incurred for Bridges. Subdivider acknowledges that the Project Conditions require soft bottom bridges to be constructed on Pod 2 and Pod 5, and that a Pod Subdivider, a Lot Owner or HOA may incur costs in conjunction with such bridge construction (the “**Bridge Construction Costs**”). Each Lot Owner, with the exception of the Lot Owners for Lot 7 and Lot 10 of the Project (Lot 7 is shown as Lot 26 on Tentative Tract Map No. 34059 and Lot 10 is shown as Lot 29 on Tentative Tract Map No. 34059), agrees that they shall reimburse Pod Subdivider, Lot Owner or HOA, as the case may be, in the amount of 1/43rd of the Bridge Construction Costs prior to the issuance of any permit or approval by the City for the development of any residential lot for the Lot Owner’s lot. In the event that a Lot Owner has already received a permit or approval from the City for their lot any amount due for the Bridge Construction Costs shall be paid within fifteen (15) days of receipt of an invoice from the party that incurred the Bridge Construction Costs.

Upon recording of this Agreement, a Pod Subdivider, a Lot Owner or HOA may commission Adkan Engineers to prepare an engineers estimate for any or all of the soft bottom

bridges to be constructed on Pod 2 or Pod 5 (a "Bridge Estimate"). Once obtained, a copy of the Bridge Estimate shall be submitted to the HOA. In the event that a Lot Owner is seeking to obtain a permit or approval from the City for their lot prior to the construction of either soft bottom bridge for which a Bridge Estimate exists, the Lot Owner shall be required to pay the HOA an amount of 1/43rd of the Bridge Estimate(s) then in existence prior to any issuance of a permit or approval from the City (a "Bridge Estimate Payment"). Once any Bridge Construction Costs are incurred by any party to this agreement for bridge construction for which a Bridge Estimate has been obtained, a Lot Owner shall receive credit against their share of any Bridge Construction Costs due in the amount of the Bridge Estimate Payment made by said Lot Owner, and the party seeking reimbursement for the Offsite Improvement Costs shall be entitled to that portion of the Bridge Estimate Payment paid by the Lot Owner for the applicable Bridge Estimate. If the Lot Owners share of the actual Bridge Construction Costs exceeds the applicable amount paid to HOA in a Bridge Estimate Payment any additional amount shall be due to the party that incurred the Bridge Construction Costs within fifteen (15) days of receipt of an invoice for said costs from the party that incurred the Bridge Construction Costs or the HOA. If the Lot Owners share of the actual Bridge Construction Costs is less than the applicable amount paid to HOA in a Bridge Estimate Payment the Lot Owner shall seek reimbursement from the HOA for such amounts.

20. Reimbursement of Costs incurred for Water Improvements. Subdivider acknowledges that a Pod Subdivider, Lot Owner or HOA will incur costs in conjunction with water improvements required by the Western Municipal Water District that include the construction of a water line from Constable Drive to Lot 13 (Lot 13 is shown as Lot 19 on Tentative Tract Map No. 34059) of the Tract (the "Water Improvement Costs"). Each Lot Owner, with the exception of the Lot Owners for Lot 7 and Lot 10 of the Project (Lot 7 is shown as Lot 26 on Tentative Tract Map No. 34059 and Lot 10 is shown as Lot 29 on Tentative Tract Map No. 34059), agrees that they shall reimburse the Pod Subdivider, Lot Owner or HOA in the amount of 1/43rd of the Water Improvement Costs prior to the issuance of any permit or approval by the City for the development of any residential lot for the Lot Owner's lot. In the event that a Lot Owner has already received a permit or approval from the City for their lot any amount due for the Water Improvement Costs shall be paid within fifteen (15) days of receipt of an invoice from the party that incurred the Water Improvement Costs.

21. Remedies. The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Project Conditions; and (3) recover cost under paragraph 14 above. The City may also seek any and all remedies available in law or equity. The Subdivider agrees that, if legal action is brought by the City, the Subdivider shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Subdivider has failed to carry out its obligation under this Agreement.

Responsibilities for Damage. Any damage to the utilities, public improvements, street paving, or to any portion of adjacent properties, that occurs during construction or during the Warranty Period shall be completely repaired by the Pod Subdivider causing such damage to the satisfaction of the City Engineer or his/her designee.

22. **Utility Deposits – Statement.** Each Pod Subdivider shall satisfy the City that it has made the deposits required for utilities to be supplied and connected to the Pod Subdivider’s Pod.

23. **Permits and Fee-Payments – Compliance with Law.** Each Pod Subdivider shall obtain all necessary permits and licenses for the construction of Improvements on their respective Pods, or as required to accommodate development within those Pods, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

24. **Superintendence by Subdivider.** Each Pod Subdivider shall personally supervise the work performed in conjunction with their respective Pod or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for the Pod Subdivider.

25. **Inspections – Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Each Pod Subdivider shall at all times maintain their respective Pod so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Pod. Each Pod Subdivider shall pay to the City the cost of inspecting the Improvements on their respective Pods, including cost of staff time and any consulting services determined to be necessary by the City Engineer, as well as the cost of all other services furnished by the City in connection with the Pod.

26. **Security.** Subdivider shall at all times guarantee Subdivider’s completion of the Improvements; and those water improvements (“Water Improvements”) identified in the Consent Agreement (“Consent”) with Western Municipal Water District (“Western”), Subdivider and City concerning the Property; by furnishing to the City and maintaining good and sufficient security as required by the Subdivision Map Act and the City Municipal Code, on forms approved by the City, as follows:

A. Concurrently with the execution of this Agreement, Subdivider shall furnish to the City deeds of trust for the Lots identified on Exhibit E (the “**Security**”) as good and sufficient security for:

(i) faithful performance and guarantee of the work of the Improvements and Water Improvements; and

(ii) payment of contractors, subcontractors and persons furnishing labor, materials or equipment for the Improvements and Water Improvements.

B. The Security may be replaced from time to time with any one or more of the following forms at the option of, and subject to approval by, the City:

(i) A bond (or bonds) by one or more duly authorized corporate sureties; or

(ii) A cash deposit with the City; or

(iii) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, acceptable to the City Attorney's Office.

C. The Security furnished by the Subdivider shall secure the following:

(i) An amount equal to one hundred percent (100%) of the total estimated cost of the Improvements (which estimated amount is set forth in Exhibit "D" attached hereto). The estimated cost of the Improvements shall also include:

(a) Not less than five percent (5%) nor more than ten percent (10%) of the total construction cost for contingencies;

(b) Increases for projected inflation computed to the estimated midpoint of construction;

(c) All utility installation costs, connection fees, electrical undergrounding fees, and other such utility fees; and

(d) Costs and reasonable expenses and fees, including attorney's fees, incurred in enforcing the obligation secured.

Liability shall both include, and be limited to, the matters specified in Section 66499.9 of the California Government Code; and

(ii) An amount equal to fifty percent (50%) of the total estimated cost of the Improvements (as set forth in Exhibit "D"), as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement;

(iii) Security for Water Improvements shall comply with the Consent.

D. Upon acceptance of all of the Improvements by the City, the Subdivider shall provide any warranty required by the City Municipal Code. Reduction and release of any obligation by the City shall be in compliance with California Government Code Section 66499.7.

E. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another security approved by the City, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security shall be released.

F. As the Improvements and Water Improvements are completed, the City and Western shall release that portion of the Security for the Lots or Pods where the Improvements or Water Improvements were completed, such that the remaining Security is sufficient to cover the Estimated Costs for the remaining Improvements as set forth in Exhibit D.

If the City is to release a portion of the Security, that Security encumbering any Lot on a Pod for which the Improvements have been completed shall be released first.

27. **Use of Adkan Engineers.** Subdivider agrees that Subdivider, any Pod Subdivider and any Lot Owner(s) shall use the services of Adkan Engineers for the preparation of any civil drawings required to complete any obligations set forth in this Agreement.

28. **Erosion Control.** Each Pod Subdivider shall take all necessary actions during the course of construction of all Improvements on their respective Pods to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of a Pod Subdivider to prevent erosions, City may do the work of Improvement and/or erosion protection measures on an emergency basis and the Pod Subdivider shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses) within thirty (30) days after City mails a billing statement for such expenses to the Pod Subdivider. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Pod Subdivider to cover City's expenses.

29. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve any Pod Subdivider of its obligation to fulfill the Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Subdivider, or any Pod Subdivider, and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

30. **Hold-Harmless Agreement.** Each Pod Subdivider shall hold harmless, defend and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done by Each Pod Subdivider pursuant to this Agreement. Each Pod Subdivider shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

31. **Subdivider's Insurance.** Each Pod Subdivider may not begin work under this Agreement until the Pod Subdivider obtains insurance required under this paragraph that is acceptable to the City. The Pod Subdivider shall not allow a contractor or subcontractor to begin work on its contract or subcontract until all similar insurance required of the contractor or subcontractor is obtained.

A. **Workers' Compensation Insurance.** Each Pod Subdivider shall maintain, during the life of this Agreement, Workers' Compensation Insurance in accordance with the provisions of California Labor Code Sections 3700, *et seq.*, for Pod Subdivider's employees employed at the work site. If any of the work is subcontracted, the Pod Subdivider shall require

the contractor or subcontractor to provide Workers' Compensation Insurance for such contractor's or subcontractor's employees. If a class of employees is not protected under the Workers' Compensation law, the Pod Subdivider shall provide, and have each contractor and subcontractor provide, adequate insurance for the protection of employees not otherwise protected. Each Pod Subdivider agrees to indemnify the City for damage resulting to it from failure of the Pod Subdivider and its contractors or subcontractors to take out or maintain such insurance.

B. Public Liability and Property Damage Insurance. Each Pod Subdivider, at its expense, shall procure and maintain in full force at all times during which the Pod Subdivider is actively developing its Pod during the term of this Agreement the following insurance which shall be provided on an occurrence basis;

(i) Comprehensive Liability and Broad Form Comprehensive Liability. Pod Subdivider shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, Pod Subdivider shall procure and maintain a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. The policies are to contain, or be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees, consultants and agents are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Pod Subdivider and completed operations of Pod Subdivider, and premises owned, occupied, or used by Pod Subdivider. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, employees, consultants or agents.

(b) Pod Subdivider's insurance coverage shall be primary insurance as it respects the City, its officers, officials, employees, consultants and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, consultants or agents shall be in excess of Pod Subdivider's insurance and shall not contribute to it.

Any failure to comply with the reporting provisions of such policies shall not affect the coverage provided to the City, its officers, officials, employees, consultants or agents.

(ii) Other Insurance Provisions. The policies identified above shall be issued by an insurance carrier having a rating of Best A/7 or better and shall be delivered to the City prior to the issuance of any permits. In lieu of actual delivery of the policy/policies, a certificate issued by the insurance carrier showing the insurance to be in force for the period covered by this Agreement may be delivered to the City. Such policy/policies and such certificate(s) shall be in a form approved by the City Attorney. The policy/policies shall name the City, its officers, officials, employees, consultants and agents as additional insureds and provide for thirty (30) days' notice of cancellation to the City. The policy/policies shall not be canceled nor the amount of coverage be reduced earlier than thirty (30) days after the City receives notice from the insurer of the intent of cancellation or reduction.

32. **Subdivider Not Agent of City.** Neither Subdivider nor its agents or contractors are agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

33. **Notice of Breach and Default.** If Subdivider or any Pod Subdivider refuses or fails to perform the work required by this Agreement with such diligence as will ensure its completion within the time specified, or fails to complete the work within such time, or if the Subdivider is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Subdivider's insolvency, or if Subdivider or Subdivider's contractors, subcontractors, agents or employees, violate this Agreement, the City may serve written notice upon Subdivider or any Pod Subdivider of breach of this Agreement.

34. **Breach of Agreement – Performance by City.** If the City gives notice of breach of this Agreement, the Subdivider or Pod Subdivider, as the case may be, shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) days after the date of such notice of breach. If the Subdivider or Pod Subdivider does not correct the deficiencies or complete the work within sixty (60) days after the date of the notice of breach, or such additional time as necessary and as the City reasonably deems acceptable, the Subdivider or Pod Subdivider shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and at the expense, of Subdivider or Pod Subdivider. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider or Pod Subdivider as may be on the work site and necessary for completion of the work. The City may enforce the Security specified in this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees, including reasonable attorney's fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this Agreement exceeds the amount contained in the Security, Subdivider or Pod Subdivider, as the case may be, shall be responsible for any additional costs incurred by the City.

35. **Future Homeowner's Association.** Each Lot Owner acknowledges that a homeowner's association (the "HOA") will be created for the Project simultaneously with the recording of the final map for the Project, and that each Lot Owner shall become a member of the HOA upon the creation of the HOA and the recording of the final tract map for the Project. Once the HOA has been created, any Pod Subdivider or Lot Owner that maintains a right of reimbursement from other Lot Owners under the terms of this Agreement shall assign such right of reimbursement to the HOA in exchange for a promissory note from HOA in the amount of the reimbursement due with interest accruing at the then applicable short term AFR rate at the time the promissory note is prorated. Each Lot Owner agrees that any amount of reimbursement due under this Agreement that is assigned to HOA shall be repaid to HOA once the Lot Owners' obligation to pay arises. Each Lot Owner further agrees that any amount of reimbursement due under to HOA shall incur interest pursuant to section 40 below.

36. **Notices.** All notices required shall be in writing and delivered by registered mail, postage prepaid. A party may change its address by notice in writing to the other party and

thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by regular mail, or one (1) business day after dispatch by a reputable overnight courier service (such as Federal Express).

Notices to be given to the City shall be addressed as follows:

City Engineer
City of Riverside
3900 Main Street
Riverside, California 92522

Notices to the Subdivider shall be addressed as follows:

Bill Gehrke
230 Broadford Road
Hailey, ID 83333

With a copy to:

Lobb & Cliff, LLP
1650 Spruce, Suite 410
Riverside, CA 92507
Attention: Paul Cliff
Tel: (951) 788-9410
Fax No.: (951) 788-0766
Email: pcliff@lobbeliff.com

37. **Change of Subdivider.** If the Subdivider ceases to have legal interest in the Project, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new Subdivider. Unless a new Agreement between the City and any successor Subdivider is entered into, upon the filing of the notice with the City, the successor Subdivider is charged with the obligations under this Agreement in lieu and in place of Subdivider, and Subdivider shall thereafter have no further obligations to the City under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer.

38. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

39. **Agreement Attaches to the Land - Recordation.** This Agreement pertains to and runs with the Property and is secured by certain deeds of trust, which are recorded against certain portions of the Property with the County Recorder, and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

40. **Interest on Amounts Due.** Any amount due to Subdivider, a Pod Subdivider, Lot Owner or HOA as reimbursement under the terms of this Agreement from any other party to this Agreement shall incur interest at the rate of three percent (3%) per anum from the time the cost giving rise to the reimbursement is incurred. Any amount due Subdivider, a Pod Subdivider, Lot Owner or HOA may be paid by a Lot Owner at any time to cease any accrual of interest related to the Lot of a particular Lot Owner. Further, any amount due Subdivider, a Pod Subdivider, Lot Owner or HOA by a Lot Owner under this Agreement related to a particular Lot shall be due and payable upon the transfer or sale of said Lot.

41. **Miscellaneous Terms and Provisions.**

A. If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.

B. This Agreement contains a full, final and exclusive statement of the Agreement of the parties regarding the subject matter hereof.

C. The obligations upon the Subdivider signing this Agreement terminate personally as to them individually when they convey their interest in the Property.

D. This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Riverside. In case of dispute, venue shall reside in Riverside County, California.

E. Subdivider warrants and represents that the person(s) signing on behalf of Subdivider has the authority to execute this Agreement on behalf of Subdivider, and has the authority to bind the Subdivider and the Property to the terms and obligations set forth in this Agreement. Subdivider agrees that this Agreement, and any instrument or agreement required hereunder, are within the Subdivider's powers, and have been duly authorized and delivered, and do not conflict with Subdivider's organizational powers.

F. Subdivider agrees that the Conditions are reasonable, valid and binding. Subdivider agrees that this Agreement is a valid, legal and binding Agreement, enforceable against Subdivider in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Subdivider agrees that this Agreement does not conflict with any law, agreement, or obligations by which Subdivider is bound.

SIGNATURES FOLLOW

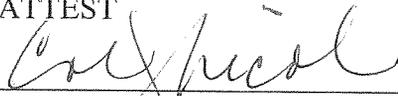
IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year above written.

“CITY”

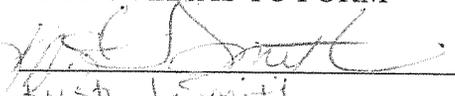
CITY OF RIVERSIDE,
a California municipal corporation
and charter city

By: 
Belinda J. Graham, Assistant
City Manager Deanna Lorson

ATTEST

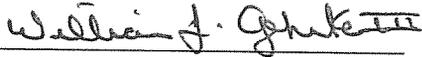

Colleen J. Nicol
City Clerk

APPROVED AS TO FORM


Kristi Smith
for City Attorney

“SUBDIVIDER”

Riverside Sorrento Hills, LLC

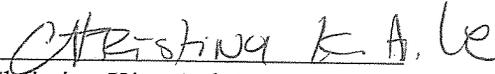
By: 
William J. Gehrke III, as Trustee of the
Gehrke Joint Revocable Living Trust dated
November 20, 1996, Member Manager

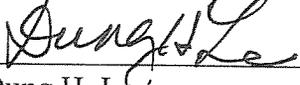
By: 
Jerry M. Perkins, Trustee of the Perkins
Family 1997 Living Trust u/d/t dated May 19,
1997

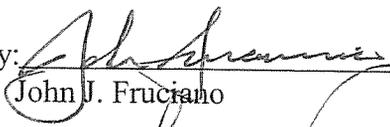
By: 
Carol A. Perkins, Trustee of the Perkins
Family 1997 Living Trust u/d/t dated May 19,
1997

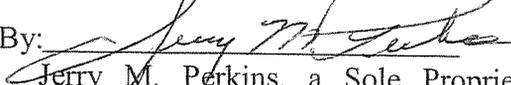
By: 
Hong Park, Trustee of the Hong R. Park
Trust, dated June 17, 2003

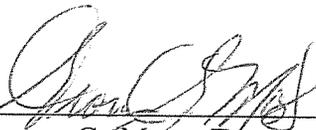
By: 
Young S. Cho, a married woman as her sole
and separate property

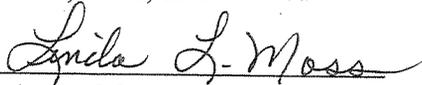
By: 
Christina Kim Anh Le

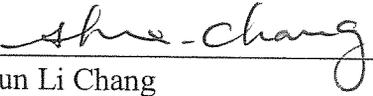
By: 
Dung H. Le

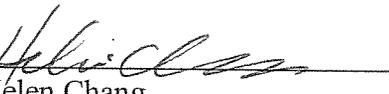
By: 
John J. Fruciano

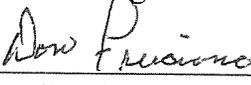
By: 
Jerry M. Perkins, a Sole Proprietorship
Pension Plan

By: 
Grover G. Moss, Trustee of the Grover G. Moss and Linda L. Moss Family Trust, dated October 30, 1992, as amended

By: 
Linda L. Moss, Trustee of the Grover G. Moss and Linda L. Moss Family Trust, dated October 30, 1992, as amended

By: 
Shun Li Chang

By: 
Helen Chang

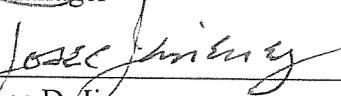
By: 
Don Fruciano

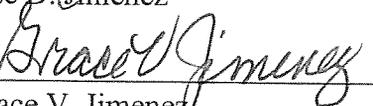
By: 
Elissa Fruciano
Signed in Counterpart

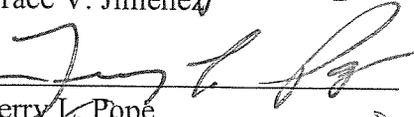
By: _____
Mike Fruciano

Equestrian Heights Estates, LLC

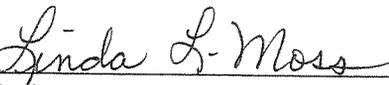
By: 
Its: ~~Manager~~

By: 
Jose D. Jimenez

By: 
Grace V. Jimenez

By: 
Terry L. Pope

By: 
Grover G. Moss

By: 
Linda L. Moss

Signed in Counterpart

By: _____

Grover G. Moss, Trustee of the Grover G. Moss and Linda L. Moss Family Trust, dated October 30, 1992, as amended
Signed in Counterpart

By: _____

Linda L. Moss, Trustee of the Grover G. Moss and Linda L. Moss Family Trust, dated October 30, 1992, as amended
Signed in Counterpart

By: _____

Shun Li Chang
Signed in Counterpart

By: _____

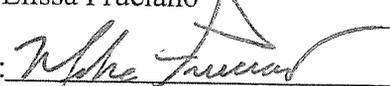
Helen Chang
Signed in Counterpart

By: _____

Don Fruciano
Signed in Counterpart

By: _____

Elissa Fruciano

By:  _____

Mike Fruciano

Equestrian Heights Estates, LLC

Signed in Counterpart

By: _____

Its: Manager
Signed in Counterpart

By: _____

Jose D. Jimenez
Signed in Counterpart

By: _____

Grace V. Jimenez
Signed in Counterpart

By: _____

Terry L. Pope
Signed in Counterpart

By: _____

Grover G. Moss

By: _____
Signed in Counterpart

Linda L. Moss

CIA-1215

State of Colorado

County of Denver

The foregoing instrument was acknowledged before me this 23 day Dec 2013
(date) by Michael Francisco (name of person acknowledged).

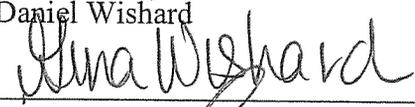
ZACH COBB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094040265
MY COMMISSION EXPIRES 12/02/2017

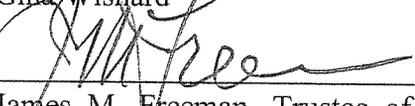
Notary Public Zach Cobb
Print Name: Zach Cobb

My commission expires:

12-02-2017

By: 
Daniel Wishard

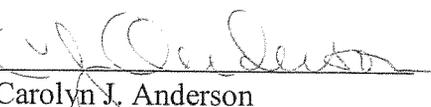
By: 
Gina Wishard

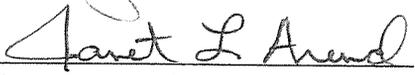
By: 
James M. Freeman, Trustee of the James and Susan Freeman Family Trust dated December 9, 2009

By: 
Susan T. Freeman, Trustee of the James and Susan Freeman Family Trust dated December 9, 2009

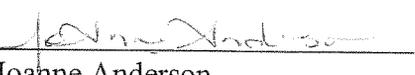
Signed in Counterpart

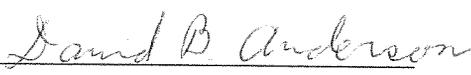
By: _____
Arden Anderson

By: 
Carolyn J. Anderson

By: 
Janet L. Arend

By: 
Donna M. Ellerbeck

By: 
Joanne Anderson

By: 
David B. Anderson

Signed in Counterpart

By: _____
Daniel Wishard
Signed in Counterpart

By: _____
Gina Wishard
Signed in Counterpart

By: _____
James M. Freeman, Trustee of the James
and Susan Freeman Family Trust dated
December 9, 2009
Signed in Counterpart

By: _____
Susan T. Freeman, Trustee of the James and
Susan Freeman Family Trust dated December
9, 2009

By: Arden Anderson
Arden Anderson
Signed in Counterpart

By: _____
Carolyn J. Anderson
Signed in Counterpart

By: _____
Janet L. Arend
Signed in Counterpart

By: _____
Donna M. Ellerbeck
Signed in Counterpart

By: _____
Joanne Anderson
Signed in Counterpart

By: _____
David B. Anderson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On December 18, 2013 before me, Lorena Verdusco, Notary Public

personally appeared Deanna Lorson and Colleen J. Nicol

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: Lorena Verdusco
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement Tract Nos.
Document Date: March 13, 2013 Number of Pages: 34059-1
34059-2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here 	Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

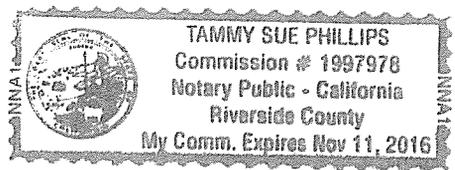
County of Riverside

On 3-27-13 before me,

Tammy Sue Phillips, Notary Public

personally appeared William J. Gehrke, III

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: Tammy Sue Phillips

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

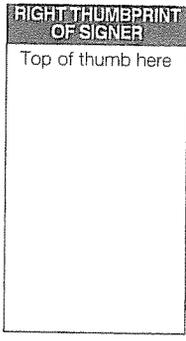
Title or Type of Document: Subdivision Improvement Agreement Revocable Living Trust

Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing:

CIA -1215

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On April 8, 2013 before me, Tammy Sue Phillips Notary Public,
Date Here Insert Name and Title of the Officer

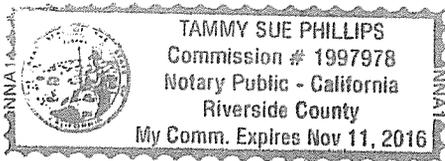
personally appeared Hong Park

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Tammy Sue Phillips
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement * Trustee of Trust

Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

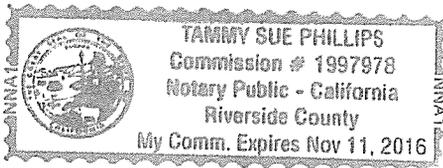
State of California

County of Riverside

On April 10, 2013 before me, Tammy Sue Phillips, Notary Public

personally appeared Young S. Cho

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 Tammy Sue Phillips
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

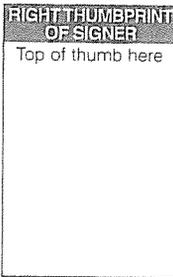
Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

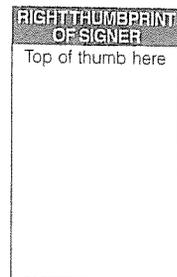
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On 3/27/13 before me, Tammy Sue Phillips Notary Public

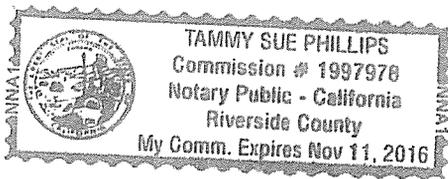
personally appeared Don Fruciand, Elissa Fruciand

John J. Fruciand

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: Tammy Sue Phillips
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

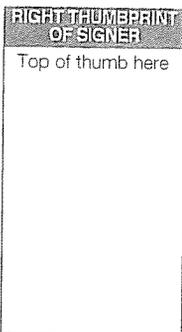
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

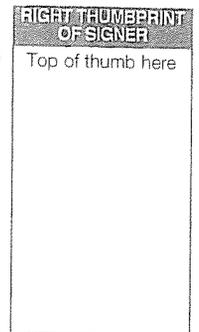
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

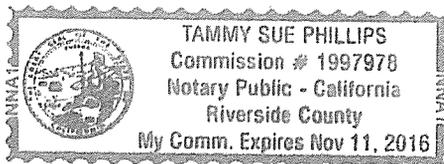
On 3/28/13 before me, Tammy Sue Phillips Notary Public

personally appeared John Fruciano

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.



Place Notary Seal Above

Signature: Tammy Sue Phillips
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

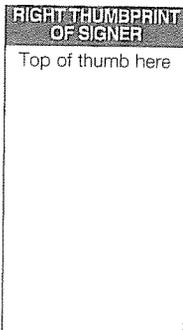
Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: *(Equestrian Heights Estates, LLC) manager

Capacity(ies) Claimed by Signer(s)

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

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



Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

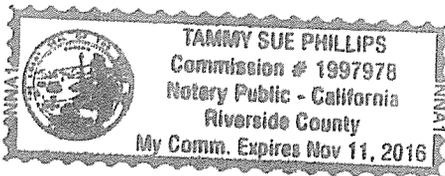
State of California

County of Riverside

On 3/27/13 before me, Tammy Sue Phillips, Notary Public

personally appeared Jose C. Jimenez + Grace V. Jimenez

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: Tammy Sue Phillips, Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvements

Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Individual

Partner - Limited General

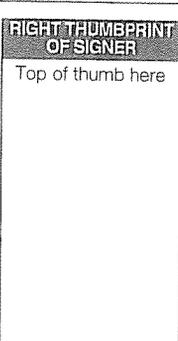
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On March 27, 2013 before me, Melissa Lazio Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Grover G. Moss ; Linda L. Moss

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Trust

Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above:

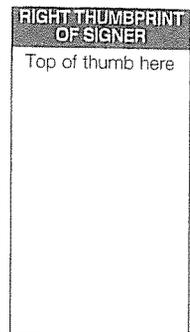
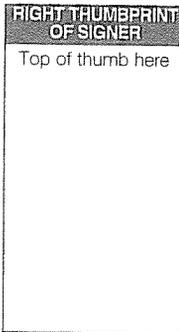
Capacity(ies) Claimed by Signer(s)

Signer's Name: Grover G. Moss

Signer's Name: Linda L. Moss

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

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



Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Riverside }

On March 27, 2013 before me, Melissa Lazio, Notary Public
Here Insert Name and Title of the Officer

personally appeared GEORGE G. MOSS & Linda L. MOSS
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

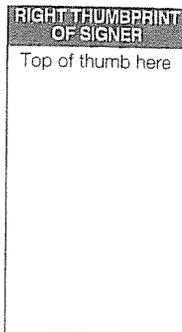
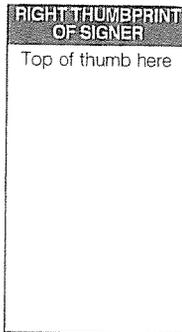
Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: GEORGE G. MOSS Signer's Name: Linda L. MOSS

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



Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

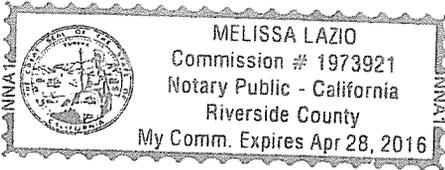
State of California

County of Riverside

On March 27th, 2013 before me, Melissa Lazio, Notary Public

personally appeared Daniel Wishard & Gina Wishard

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 Melissa Lazio
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

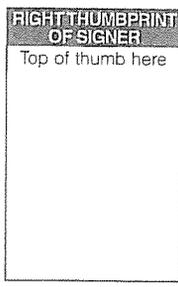
Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel Wishard

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



Signer Is Representing: _____

Signer's Name: Gina Wishard

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



Signer Is Representing: _____

CIA-1215

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On March 27, 2013 before me, Melissa Lazio, Notary Public

personally appeared James M. Freeman; Susan T. Freeman

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvements Agreement* Trustee of Trust

Document Date: 03/13/13 Number of Pages: 18

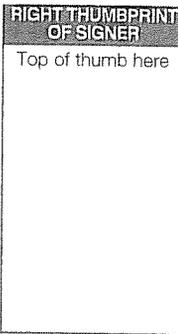
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

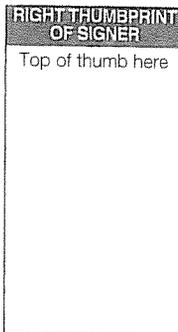
Signer's Name: James M. Freeman

Signer's Name: Susan T. Freeman

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee (checked), Guardian or Conservator, Other



- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee (checked), Guardian or Conservator, Other



Signer Is Representing:

Signer Is Representing:

C/A - 1215

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On March 7, 2013 before me, Melissa Lazio, Notary Public

personally appeared David B. Anderson, Joanne Anderson

Donna M. Ellerbeck, Carolyn J. Anderson

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: Melissa Lazio

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

RIGHT THUMBPRINT OF SIGNER Top of thumb here

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside



On March 27th, 2013 before me, Melissa Lazio, Notary Public
Date Here Insert Name and Title of the Officer

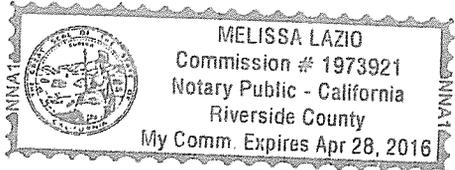
personally appeared Terry L. Pope
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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 Melissa Lazio
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 5th, 2013 before me, Melissa Lazio Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dung H. Le ; Christina Kim Anh Le
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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 Melissa Lazio
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: 03/13/13 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dung H. Le

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

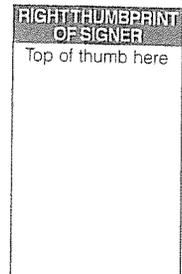
Signer Is Representing: _____



Signer's Name: Christina Kim Anh Le

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

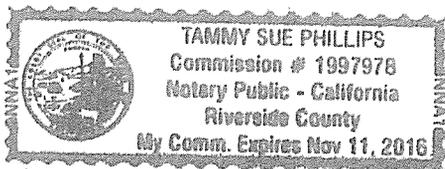
On April 5, 2013 before me, Tammy Sue Phillips, Notary Public

personally appeared Janet L. Arend

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: Tammy Sue Phillips

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

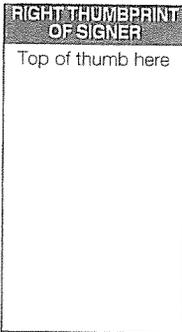
Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

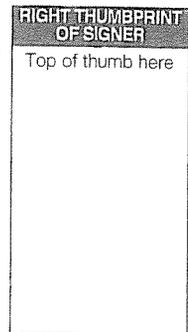
- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Riverside

On December 23, 2013 before me, Melissa Lazio, Notary Public
(here insert name and title of the officer)

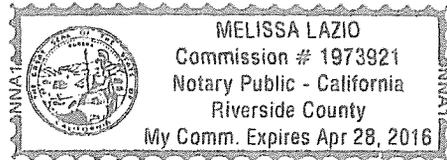
personally appeared Arden Anderson

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/hér/their authorized capacity(ies), and that by his/hér/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 Melissa Lazio



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 12th, 2013 before me, Melissa Lazio Notary Public

personally appeared Jerry M. Perkins & Carol A. Perkins

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/het/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.



Place Notary Seal Above

Signature Melissa Lazio
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: _____ Number of Pages: 18

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jerry M. Perkins

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



Signer Is Representing: _____

Signer's Name: Carol A Perkins

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On April 12th, 2013 before me, Melissa Lazio, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jerry M. Perkins
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Melissa Lazio
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: _____ Number of Pages: 18

Signer(s) Other Than Named Above: _____

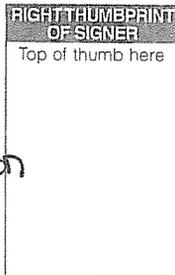
Capacity(ies) Claimed by Signer(s)

Signer's Name: Jerry M. Perkins

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

Sole Proprietorship Pension

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

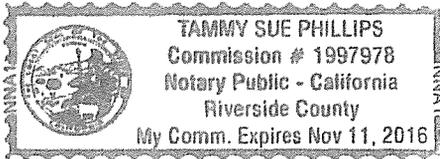
State of California

County of Riverside

On 04-30-2013 before me, Tammy Sue Phillips, Notary Public

personally appeared Shun Li Chang and Helen Chang

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.

Place Notary Seal Above

Signature: Tammy Sue Phillips (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

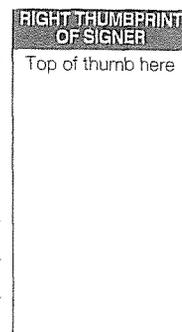
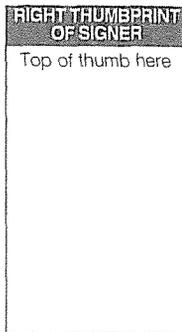
Document Date: March 13, 2013 Number of Pages: 18

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

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



Signer Is Representing: Signer Is Representing:

EXHIBIT "A"

Legal Description of the Property

TRACT 34059-1

Lots 1 through 10 as shown on Tract No. 34059-1, per Map recorded in Book 439, Pages 24 through 32, of Maps of Riverside County, California.

TRACT 34059-2

Lots 1 through 35 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

EXHIBIT "B"

Conditions of Approval for Tentative Tract Map No. 34059

(see attached)

APPROVED CONDITIONS

Case No.: P05-1528 (PM-34059) PLANNING COMMISSION HEARING DATE: August 23, 2007

CONDITIONS *All mitigation measures are noted by an asterisk (*).*

Case Specific

• **Planning**

1. All mitigation measures in the Mitigation, Monitoring and Reporting Plan attached to the Mitigated Negative Declaration shall be adhered to and remain in effect.

Prior to Grading Permit Issuance

2. TM 34059 shall be recorded.
3. All grading is to comply with the Hillside/Arroyo Grading requirements of the Grading Ordinance, including limitations on slope height and pad size. No grading exceptions are granted under this approval.
4. The applicant shall provide to Southern Trails Pipeline profile drawings of all road and driveway crossings with specific information about any proposed grade changes and proximity of homes to the pipeline and pipeline easement. The applicant will be required to secure approval from Southern Trails/owner of the pipeline and pipeline easement for work done within the pipeline easement area.
5. A 40-scale grading plan shall be submitted to the Planning Division and include the following:
 - a. Hours of construction and grading activity are limited to between 7:00 a.m. and 7:00 p.m. weekdays and 8:00 a.m. and 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or Federal Holidays.
 - b. All rock outcrops outside graded pads shall clearly be indicated and, where feasible, noted for retention.
 - d. Compliance with City adopted interim erosion control measures.
 - e. Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems.
 - f. Incorporate contour grading in accordance with City policy.
 - g. Include a note requiring the developer to contact Underground Service Alert at least 48 hours prior to any type of work within pipeline easement.
 - h. Note all drainage features will be color treated to match surrounding terrain.

6. Slope landscape/irrigation plans for all slopes over 5 feet in vertical height shall be submitted to and approved by the Planning Division.
7. The applicant shall submit and gain approval of a complete Design Review application for the design of fencing, gate and landscape features proposed at each of the three entry areas to the tract. Fencing for private lots shall be limited to the perimeter of graded pad and driveway areas
8. The applicant shall be responsible for erosion and dust control during both the grading and construction phases of the project.
9. Grading activity shall be in substantial compliance with the grading plan on file with this application.
10. Storm drain construction will be contingent on engineer's drainage study as approved by the Public Works Department.
11. **Advisory:** State and Federal regulations require preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Compliance with this requirement is enforced by the Water Quality Control Board.

Prior to Map Recordation

12. The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) and other documents as necessary subject to approval of the Planning Department and City Attorney's Office. The CC&Rs shall contain the following conditions and restrictions:
 - a. establishing a Homeowner's Association (HOA);
 - b. Require adherence to the approved Mitigation, Monitoring and Reporting Plan (MMRP) and the MMRP shall be included as an Exhibit of the CC&Rs.
 - c. Include the following provision: "Non-graded, environmentally sensitive portions of the site, as determined by the project biologist and concurrence of the Zoning Administrator and as shown in the "Open Space" exhibit attached to this report, shall remain within a natural open space easement in accordance with the City's Grading Code. No buildings, fencing, structures or non-native vegetation shall be permitted within these areas designated as a natural open space easement. Also, all other non-graded areas outside the graded pads and natural open space easement shall be limited to agricultural uses and ancillary structures for agricultural purposes in accordance with the RA-5 Zone established by Proposition R and Measure C, except where front yard landscaping is permitted by the Zoning Administrator."
 - d. the HOA shall be responsible for maintenance of the open space areas, private street, trail, and slopes that are not incorporated into private yards.

- e. Property owners shall be responsible for maintenance of slopes incorporated into private yards.
- e. the keeping of livestock is prohibited;
- f. prohibiting further subdivision of any lots within this map.

Prior to Building Permit Issuance

- 13. The applicant shall submit and gain approval of a complete Design Review application for the all proposed residential structures, private walls/fences, and landscaping to be reviewed and approved by the Planning Division.

Standard Conditions

o **Planning**

- 14. In approving this case, it has been determined that the proposed project could have the potential for adverse effects on wildlife resources and the applicant is responsible for payment of Fish and Game fees at the time the Notice of Determination is filed with the County.
- 15. There is a thirty-month time limit in which to satisfy the conditions and record this map. Five subsequent one-year time extensions may be granted by the City Planning Commission upon request by the applicant. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may be granted for applications received after the expiration date of the map.
- 16. Within 30 days of the approval of the tentative map by the City the developer/subdivider shall execute an agreement, approved by the City Attorney's Office, to defend, indemnify, including reimbursement, and hold harmless the City of Riverside, its agents, officers and employees from any claim, action, or proceeding against the City of Riverside, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the City's advisory agency, appeal board, or legislative body concerning this subdivision, which action is brought within the time period provided for in Section 66499.37 of the Government Code. The City will promptly notify the Developer/subdivider of any such claim, action or proceeding and the City will cooperate in the defense of the proceeding.
- 17. The applicant shall continually comply with all applicable rules and regulations in effect at the time permit is approved and exercised and which may become effective and applicable thereafter.

18. This project shall fully and continually comply with all applicable conditions of approval, State, Federal and local laws in effect at the time the permit is approved and exercised and which may become effective and applicable thereafter, and in accordance with the terms contained within the staff report and all testimony regarding this case. Failure to do so will be grounds for Code Enforcement action, revocation or further legal action.

o **Public Works**

19. A "FINAL MAP" shall be processed with the Public Works Department and recorded with the County Recorder. The "FINAL MAP" shall be prepared by a Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California and shall comply with the State Subdivision Map Act and Title 18 of the Riverside Municipal Code. All applicable checking and recording fees are the responsibility of the applicant.
20. Full improvement of interior streets based on private residential street standards. All cul-de-sac streets shall provide adequate turnaround capabilities to Public Works and Fire Department specifications.
21. Onsite disposal system (septic tank) acceptability shall be obtained for each lot of this map, to the satisfaction of the County department of Environmental Health, prior to this map recording.
22. All security gates or facilities proposed now or in the future will be located on-site and adequate stacking space and vehicle turn-around area will have to be provided to Public Works specifications.
23. Ownership of property to be undivided prior to this map recording.
24. Deed for widening Heather Lane to provide 66 feet total width to Public Works specifications.
25. Realignment/ reconstruction of the intersection of Gratton Street, Heather Lane, Croyance Drive and "A" Street to provide a safe, logical configuration to the satisfaction of Public Works.
26. Minimum 24-foot-wide paving required on Gratton Street to provide access to this project from Monroe Street, to Public Works specifications.
27. The developer shall consult with the County of Riverside for improvement and maintenance requirements on Corsica Avenue and Bellino Way to provide access to this project from Washington Street, subject to Riverside County Transportation Department and Public Works specifications. Acquisition of additional right-of-way may be required to accommodate the required street improvements. Such improvements shall be acceptable to and approved by the City of Riverside Public Works Department.

28. Prior to issuance of a building or grading permit, the applicant shall submit to the City for review and approval, a project-specific WQMP that:
 - a. Addresses Site Design BMP's such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas and conserving natural areas;
 - b. Incorporates the applicable Source Control BMP's as described in the Santa Ana River Region WQMP and provides a detailed description of their implementation;
 - c. Incorporates Treatment Control BMP's as described in the Santa Ana River Region WQMP and provides information regarding design considerations;
 - d. Describes the long-term operation and maintenance requirements for BMP's requiring long-term maintenance; and
 - e. Describes the mechanism for funding the long-term operation and maintenance of the BMP's requiring long-term maintenance.
29. Prior to issuance of any building or grading permits, the property owner shall provide appropriate C,C&R language acceptable to the City Attorney to inform future property owners of the requirement to implement the approved project-specific WQMP. Other alternative instruments for requiring implementation of the approved project-specific WQMP include: requiring the implementation of the project-specific WQMP in the Home Owners Association or Property Owners Association Conditions, Covenants and Restrictions (C,C&R's); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the project-specific WQMP; or equivalent may also be considered. Alternative instruments must be approved by the City prior to the issuance of any building or grading permits.
30. If the project will cause land disturbance of one acre or more, it must comply with the statewide General Permit for Storm Water Discharges Associated with Construction Activity. The project applicant shall cause the approved final project-specific WQMP to be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.
31. Prior to building or grading permit closeout or the issuance of a certificate of occupancy or certificate of use, the applicant shall:
 - a. Demonstrate that all structural BMP's described in the project-specific WQMP have been constructed and installed in conformance with approved plans and specifications;
 - b. Demonstrate that applicant is prepared to implement all non-structural BMP's described in the approved project-specific WQMP; and
 - c. Demonstrate that an adequate number of copies of the approved project-specific WQMP are available for the future owners/ occupants.

32. Prior to issuance of a building permit, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance.

• **Fire Department**

33. CONTACT FIRE DEPARTMENT AT 951-826-5455 FOR QUESTIONS REGARDING FIRE CONDITIONS OR CORRECTIONS.

• **Public Utilities**

34. CONTACT BOBBY HARRIS AT 951-826-5160 FOR QUESTIONS REGARDING PUBLIC UTILITIES (ELECTRIC) CONDITIONS/CORRECTIONS LISTED BELOW.
35. All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies, and easements for such facilities retained as necessary.
36. The provision of utility easements, water, street lights and electrical underground and/or overhead facilities and fees in accordance with the rules and regulations of the appropriate purveyor.
37. Advisory: Water utility provisions to the specifications of the Western Municipal Water District of Riverside County.

• **Park and Recreation**

38. Prior to Recordation: Dedicate Multi-purpose Recreational Trail Easements/rights-of-way, designated for non-motorized use, along alignments as acceptable to the Park and Recreation Department and as necessary for implementation of the City's Multi-purpose Recreational Trails System. The adopted City Trails Master Plan indicates that a trail is planned along the arroyo on the eastern boundary of the project site. For questions or concerns regarding this condition contact Park Superintendent Shirley Bennett at 951/351-6149.
39. Prior to Recordation: Per the City General Plan, a multi-purpose recreational trail segment is designated within and/or adjacent to this project. Therefore, installation (or posting of appropriate sureties with the Park and Recreation Department to guarantee the installation) of full multi-purpose recreational trail improvements for the trail segments both within and/or adjacent to the project is required. Trail installation work shall be subject to the Park and Recreation Department's public landscape permit and inspection process. Required trail segments shall be from southerly boundary to northerly boundary of the tract.

For questions or concerns regarding this condition contact Senior Park Planner Bob Johnson at 951/826-2018.

40. Prior to Building Permit Issuance: Payment of all applicable park development fees (local and regional/reserve) as mitigation for the impacts of the project on the park development and open space needs of the City. For questions or concerns regarding this condition contact Senior Administrative Analyst Patti Casillas - 826-2068.
41. Prior to recordation of the final map, the landowner shall convey an avigation easement to the March Air Reserve Base/March Inland Port (MARB/MIP) Airport.

EXHIBIT "C"

POD 1A

Lots 1, 2, 8, 9 and 10 as shown on Tract No. 34059-1, per Map recorded in Book 439, Pages 24 through 32, of Maps of Riverside County, California.

POD 1B

Lots 3 through 7 as shown on Tract No. 34059-1, per Map recorded in Book 439, Pages 24 through 32, of Maps of Riverside County, California.

POD 2

Lots 20 through 26 and Lots 30 through 35 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

POD 3

Lots 27 through 29 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

POD 4

Lots 14, 15, 18 and 19 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

POD 5

Lots 7 through 12, 16 and 17 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

POD 6

Lots 1 through 6 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

POD 7

Lot 13 as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.

EXHIBIT "D"

City Improvements:	Phase 1: \$1,557,818.86
	Phase 2: \$1,650,117.08
Water Improvements:	Phase 1: \$171,000.00
	Phase 2: \$329,000.00

EXHIBIT "E"

Lots Provided as Security

TRACT 34059-1

Lots 1 through 10 as shown on Tract No. 34059-1, per Map recorded in Book 439, Pages 24 through 32, of Maps of Riverside County, California.

TRACT 34059-2

Lots 1 through 6, inclusive, together with lot 8 and 9, inclusive, and lots 11 through 35, inclusive, as shown on Tract No. 34059-2, per Map recorded in Book 439, Pages 33 through 50, of Maps of Riverside County, California.