Consent

X

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

FROM: TLMA - Transportation Department

408 B



SUBMITTAL DATE
June 25, 2015

SUBJECT: Approval of the Final Map for **Tract 36316**, a Schedule "A" Subdivision in the Glen Ivy Hot Springs Area. 1st District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
- 2. Approve the Final Map; and
- 3. Authorize the Chairman of the Board of Supervisors to sign the Improvement Agreements and Final Map for Tract Map 36316.

BACKGROUND:

Summary

Tract 36316 was approved by the Board of Supervisors on July 2, 2013, as Agenda Item 16-1. Tract 36316 is a 25.13 acre subdivision that is creating 87 new residential lots, 1 park lot, 1 water quality basin lot and 4 open space lots in the Glen Ivy Hot Springs Area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

Patricià Romo

Assistant Director of Transportation

luan C. Perez

Director of Transportation and Land Management

HS: If

Submittals: Vicinity Map

Road/Drainage Improvement Agreements Water System Improvement Agreements Sewer System Improvement Agreements

Monumentation Agreements

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

FORM 11: Approval of the Final Map for Tract 36316, a Schedule "A" Subdivision in the Glen Ivy Hot Springs

Area. 1st District; [\$0] **DATE:** June 25, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

TRI Pointe Homes, Inc., A Delaware corporation desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities, which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Westchester Fire Insurance Company are as follows:

\$1,797,000 - Bond # PB03010401308 for the completion of street improvements

\$335,500 - Bond # PB03010401308 for the completion of the water system

\$169,500 - Bond # PB03010401308 for the completion of the sewer system

\$40,600 - Bond # PB03010401309 for the completion of the monumentation



VICINITY MAP



TRACT MAP 36316

SEC. 12, TWP. 5S., RNG. 6W. Supervisorial District: 1

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and TRI Pointe Homes, INC., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36316**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One million seven hundred ninety-seven thousand and no/100 Dollars (\$1,797,000.00)**.

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

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be

served on the other party by mail, postage prepaid, at the following addresses:

County

| Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 | TRI Pointe Homes, INC. 19520 Jamboree Road, Suite 200 Irvine, CA 92612 |
|--|--|
| IN WITNESS WHEREOF, Contractor has affixed h | nis name, address and seal. |
| | Ву |
| | Title Thomas J. Mitchell, President & COO |
| | Ву |
| | Title Gregory A. Mendoza, Assistant Secretary |
| COUNTY OF RIVERSIDE | |
| By | |
| ATTEST: | |
| KECIA HARPER-IHEM, Clerk of the Board | |
| By Deputy | |
| APPROVED AS TO FORM | |
| County Counsel | |
| By 6/30/K/ | |

Contractor

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

Revised 09/29/09

ACKNOWLEDGMENT

| State of California County of Orange | |
|---|---|
| On May 1, 2014 before me, | Leslie Woodhouse Long, a Notary Public, (insert name and title of the officer) |
| subscribed to the within instrument and acknow | vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the |
| I certify under PENALTY OF PERJURY under t paragraph is true and correct. | he laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | LESLIE WOODHOUSE LONG COMM. # 2053477 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Dec. 26, 2017 |
| Signature Leslie Woodhanse Roug | (Seal) |

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>TRI Pointe Homes, INC.</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36316, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Lee Lake Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three hundred thirty-five thousand five hundred and no/100 Dollars (\$335,500.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

Contractor

| | |
|--|--|
| Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 | TRI Pointe Homes, INC. 19520 Jamboree Road, Suite 200 Irvine, CA 92612 |
| IN WITNESS WHEREOF, Contractor has affixed h | nis name, address and seal. |
| | Ву |
| | Title Thomas J. Mitchell, President & COO |
| | Ву |
| | Title Gregory A. Mendoza, Assistant Secretary |
| COUNTY OF RIVERSIDE | |
| By | |
| ATTEST: | |
| KECIA HARPER-IHEM, Clerk of the Board | |
| By Deputy | |
| APPROVED AS TO FORM | |
| County Counsel | |
| By / 6/30/14 | |

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

Revised 09/29/09

County

ACKNOWLEDGMENT

| State of California County ofOrange) | |
|---|---|
| On May 1, 2014 before me, _ | Leslie Woodhouse Long, a Notary Public, (insert name and title of the officer) |
| | ridence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the |
| I certify under PENALTY OF PERJURY under the paragraph is true and correct. | ne laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | COMM. # 2053477 NOTARY PUBLIC CALIFORNIA S ORANGE COUNTY My comm. expires Dec. 26, 2017 |
| Signature ask Woodhause Long | (Seal) |

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>TRI Pointe Homes, INC.</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36316, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Lee Lake Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of One hundred sixty-nine thousand five hundred and no/100 Dollars (\$169,500.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

| County | Contractor |
|--|--|
| Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 | TRI Pointe Homes, INC. 19520 Jamboree Road, Suite 200 Irvine, CA 92612 |
| IN WITNESS WHEREOF, Contractor has affixed l | nis name, address and seal. |
| | Ву |
| | Title Thomas J. Mitchell, President & COO |
| | Ву |
| | Title Gregory A. Mendoza, Assistant Secretary |
| COUNTY OF RIVERSIDE | |
| Ву | |
| ATTEST: | |
| KECIA HARPER-IHEM, Clerk of the Board | |
| By Deputy | |
| APPROVED AS TO FORM | |
| County Counsel | |
| By 6/30/14 | |

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

Revised 09/29/09

ACKNOWLEDGMENT

| State of California County ofOrange | |
|---|--|
| On May 1, 2014 before me, | Leslie Woodhouse Long, a Notary Public, (insert name and title of the officer) |
| subscribed to the within instrument and acknow | vidence to be the person(s) whose name(s) is/are vidence to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the |
| I certify under PENALTY OF PERJURY under the paragraph is true and correct. WITNESS my hand and official seal. | LESLIE WOODHOUSE LONG COMM. # 2053477 NOTARY PUBLIC CALIFORNIA |
| Signature Applie Woodhance Send | ORANGE COUNTY My comm. expires Dec. 26, 2017 |

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>TRI Pointe Homes, INC.</u>, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36316, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>Forty thousand six hundred and no/100 Dollars</u> (\$40,600.00).

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

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees

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

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

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

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

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

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

| County | Contractor |
|--|--|
| Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 | TRI Pointe Homes, INC. 19520 Jamboree Road, Suite 200 Irvine, CA 92612 |
| IN WITNESS WHEREOF, Contractor has affixed | his name, address and seal. |
| | Ву |
| | Title Thomas J. Mitchell, President & COO |
| | By |
| | Title Gregory A. Mendoza, Assistant Secretary |
| COUNTY OF RIVERSIDE | |
| Ву | |
| ATTEST: | |
| KECIA HARPER-IHEM, Clerk of the Board | |
| By Deputy | |
| APPROVED AS TO FORM | |
| County Counsel | |
| n /2 6/2011/ | |

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

Revised 09/29/09

ACKNOWLEDGMENT

| State of California County of |
|---|
| On May 1, 2014 before me, Leslie Woodhouse Long, a Notary Public, (insert name and title of the officer) |
| personally appeared |
| 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. LESLIE WOODHOUSE LONG COMM. # 2053477 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Dec. 26, 2017 |
| Signature desla Woodhaure dong (Seal) |

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A" AND LOT "B". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG CAMPBELL RANCH ROAD. THE OWNERS OF LOTS 90 THROUGH 92, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGES OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "C" THROUGH "J", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "C" THROUGH "J". INCLUSIVE.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: "PRIVATE STREET"

EASEMENTS WITHIN LOTS "C" THROUGH "J", INCLUSIVE, AS SHOWN HEREON. THIS DEDICATION IS FOR PRIVATE STREET

PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS

TRACT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: 5' PUBLIC UTILITY
EASEMENT (P.U.E.) LYING WITHIN LOTS 1 THROUGH 89, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC
UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 90, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: "DPEN SPACE"

LYING OVER ALL OF LOTS 90 THROUGH 93, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE PURPOSES

FOR THE SOLE BENEFIT OF OURSELVES. OUR SUCCESSORS. ASSIGNESS AND LOT OWNERS WITHIN THIS TRACT MAP

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: "PARK"

LYING OVER ALL OF LOT 88, A5 SHOWN HEREON. THE DEDICATION IS FOR PARK PURPOSES

FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: "WATER QUALITY" LYING OVER ALL OF LOT 89, AS SHIDWN HEREON. THE PEDICATION IS FOR WATER QUALITY PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: "FIRE MODIFICATION & ACCESS" WITHIN LOTS 1 THROUGH 14, INCLUSIVE, LOTS 62 THROUGH 70, INCLUSIVE, AND LOTS 89 THROUGH 93, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR FIRE MODIFICATION AND ACCESS PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THOMAS G. GRABLE

VICE PRESIDENT

OWNERS:

TRI POINTE HOMES, INC., A DELAWARE CORPORATION

THOMAS J. MITCHELL,

PRESIDENT, CHIEF OPERATING OFFICER

AND SECRETARY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)

COUNTY OF <u>Orange</u>)
SS ON <u>May 28, 2015</u>
BEFORE ME, <u>Kelly J. Willis</u>
NOTARY PUBLIC, PERSONALLY APPEARED <u>Thomas J. Mitchell</u> and

NOTARY PUBLIC, PERSONALLY APPEARED Thomas J. Mitchell on the mass of the 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.

IOTARY PURIC MI AND FOR SAID STATI

MY PRINCIPAL PLACE OF BUSINESS

IS IN <u>Orange</u> COUNTY.

MY COMMISSION EXPIRES: July 30, 2016

MY COMMISSION NUMBER: 1986732

NOTARY PUBLIC IN AND FOR SAID STATE

BENEFICIARY

STARFIELD SYCAMORE INVESTORS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED FEBRUARY 28, 2014 AS INSTRUMENT NO. 2014–0077920. O.R. RIV. CO.

DAN SCHWARGLER, SENIOR VICE PRESIDENT

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

TRACT 36316

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5220, RECORDED MARCH 27, 2009, AS INSTRUMENT NO. 2009-0151236 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 12, TOWNSHIP 5 SOUTH. RANGE 6 WEST. S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JULY, 2013

BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "B", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "C" THROUGH "J", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON, ARE HEREBY ACCEPTED. THE OFFER OF DEDICATION FOR THE DRAINAGE EASEMENT LYING WITHIN LOT 90, AS SHOWN HEREON, IS HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

ALL OTHER DEDICATIONS ARE HEREBY NOT ACCEPTED.

| DATE:KECIA HARPER-IHEM | , 20 | ATTEST | : | | | | | |
|--------------------------|------------------|--------|----|-----|-------|----|-----------|----|
| COUNTY OF RIVERSIDE, STA | TE OF CALIFORNIA | CLERK | OF | THE | BOARD | OF | SUPERVISO |)F |
| BY: | OF SUPERVISORS | BY: | | | | | , DEPU | Τ |

SIGNATURE OMISSIONS

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

PORTIONS OF AN EASEMENT FOR THE EFFECT OF MINING OPERATIONS AND INCIDENTAL PURPOSES, IN FAVOR OF C.L. PHARRIS SAND AND GRAVEL INC., A CALIFORNIA CORPORATION, THE PHARRIS GROUP, A CALIFORNIA LIMITED PARTNERSHIP AND SUNBELT ACQUISITIONS, INC., A DELAWARE CORPORATION, RECORDED JUNE 30, 1992 AS INST. NO. 242352, O.R., RIV. CO. (SAID EASEMENT BEING BLANKET IN NATURE).

AN EASEMENT FOR NUISANCE AND INCIDENTAL PURPOSES IN FAVOR OF COMMERCIAL STREET INVESTMENT COMPANY, ET AL, RECORDED NOVEMBER 12. 1993 AS INST. NO. 451566, O.R., RIV. CO. (SAID EASEMENT BEING BLANKET IN NATURE).

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MINING OPERATIONS IN FAVOR OF COMMERCIAL STREET INVESTMENT COMPANY, ET AL, RECORDED NOVEMBER 12, 1993 AS INST. NO. 93-451567, O.R. RIV. CO. (SAID EASEMENT BEING BLANKET IN NATURE).

THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME AS RESERVED BY STARFIELD SYCAMORE INVESTORS, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY IN THE GRANT DEED RECORDING FEBRUARY 28, 2014 AS INSTRUMENT NO. 2014-0077919 OF OFFICIAL RECORDS, AS FOLLOWS:

- A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY "SUBSURFACE RESOURCES"); AND
- B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES WITHIN OR FROM THE PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY.
- C. ANY AND ALL WATER, SOLAR—HEATED WATER, RECLAIMED WATER, WATER RIGHTS OR INTEREST THEREIN WHETHER SURFACE OR SUBSURFACE APPURTENANT OR RELATING TO THE PROPERTY, OR OWNED OR USED BY GRANTOR IN CONNECTION WITH THE PROPERTY (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER, WATER RIGHTS OR INTERESTS THERE IN SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND STORE THE SAME FROM OR IN THE PROPERTY OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, WATER RIGHTS OR INTERESTS THEREIN ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR, BUT WITHOUT THE RIGHT TO EXPLORE, DRILL, REMOVE OR STORE WATER FROM OR IN THE PROPERTY OR TO DIVERT OR OTHERWISE UTILIZE WATER ON, THROUGH, OR IN THE SURFACE OF UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY.

EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM STARFIELD SYCAMORE INVESTORS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTOR, TO TRI POINTE HOMES, INC., A DELAWARE CORPORATION, AS GRANTEE, RECORDED FEBRRUARY 28, 2014 AS INSTRUMENT NO. 2014-0077919, O.R. RIV.

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

SHEET 1 OF 7 SHEETS

| RECORDER'S STATEMENT FILED THIS DAY OF, 20, ATM. IN BOOK OF MAPS AT PAGES, AT THE REQUEST OF THE CLERK OF THE BOARD. NO: FEE |
|---|
| PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER |
| BY:, |
| DEPUTY |
| SUBDIVISION GUARANTEE: |

FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES, INC. ON OCTOBER 31, 2006. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: JUNE 10, 2015





COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 36316 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JULY 2, 2013, THE EXPIRATION DATE BEING JULY 2, 2018, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

| ATE: | 20 |
|--------|------|
| //\IL. | |

RICHARD G. LANTIS, COUNTY SURVEYOR L.S. 7611, EXPIRES 12-31-2016

TAX COLLECTOR'S CERTIFICATE

| DATE: | 200 | e is | , 20 <u>15</u> |
|-------|--------|----------|----------------|
| DON | | | |
| COUN | TY TAX | COLLECTO | R |

| BY:, DEP | Ū٦ |
|----------|----|
|----------|----|

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 122.600 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____ 2015
CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR

| RY. | Sus_38 | DEDLID |
|-----|--------|--------|
| UI. |) | DELOT |

** 4.5

I.P. 130032

TRACT 36316

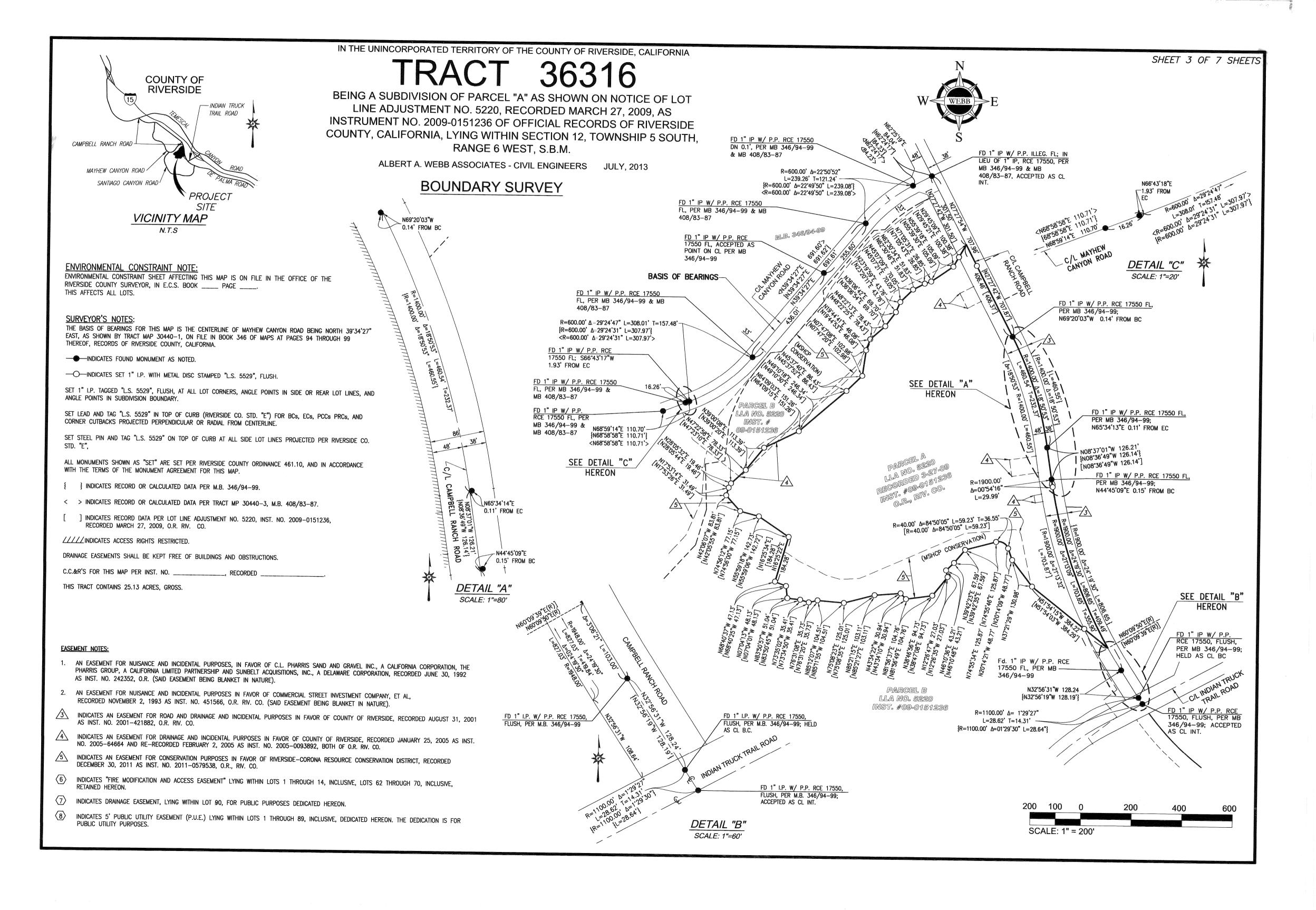
BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5220, RECORDED MARCH 27, 2009, AS INSTRUMENT NO. 2009-0151236 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

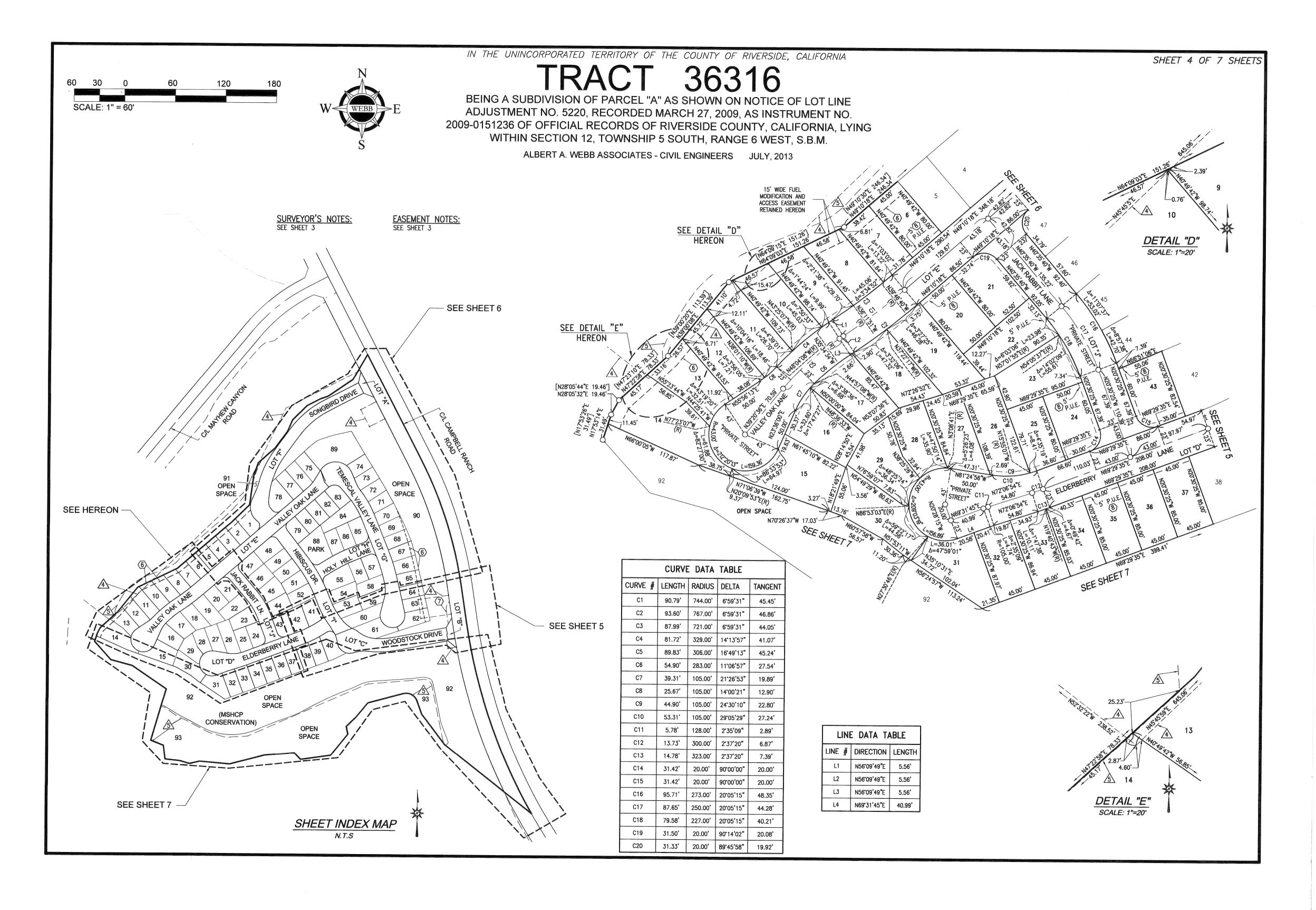
ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JULY, 2013

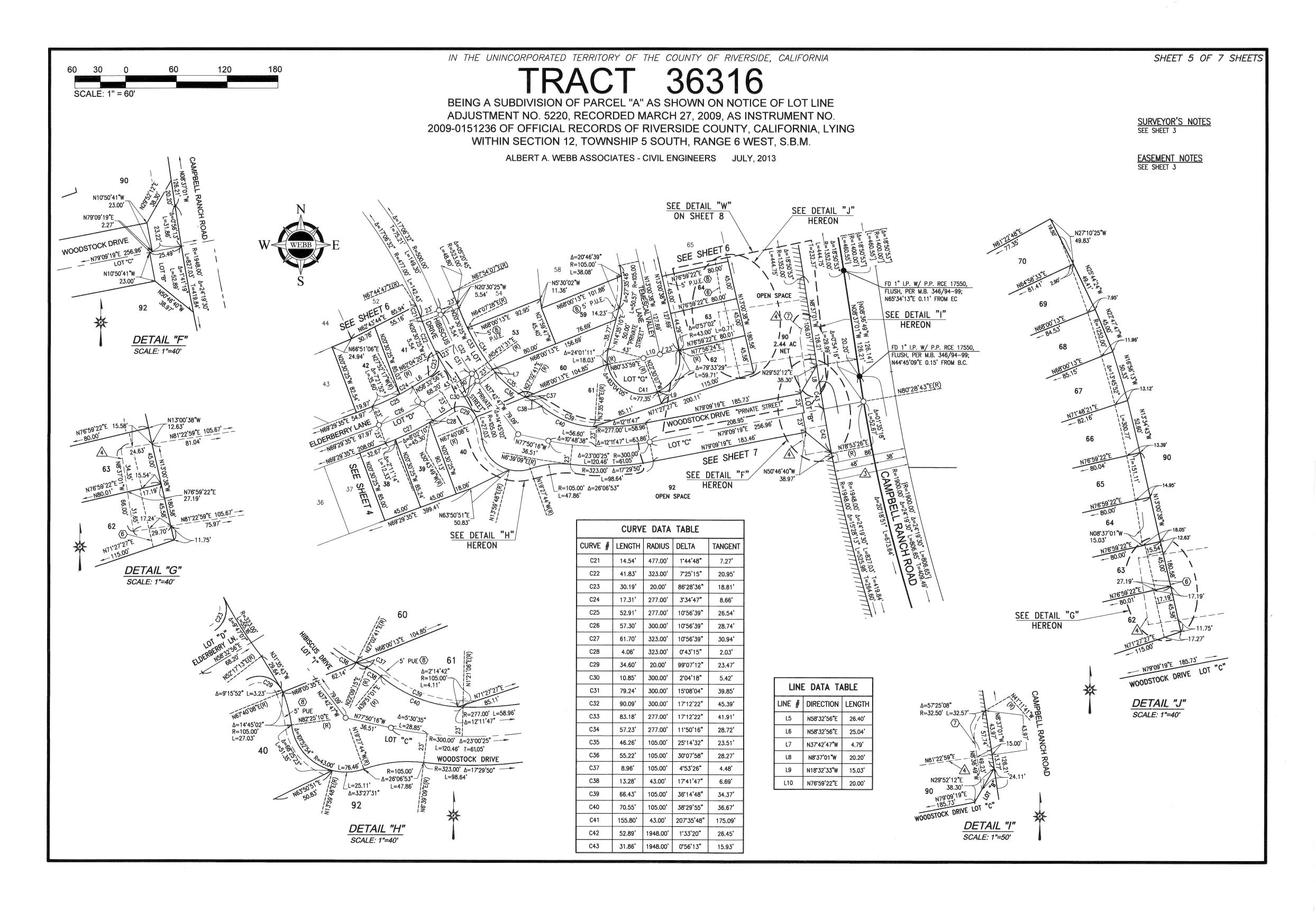
| NOTARY ACKNOWLEDGEMENT STATE OF California ONLY VALIDI | TARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFICATE VERIFICATE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHO CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OF THAT DOCUMENT. |
|---|--|
| COUNTY OF SCH FRANCISCO) SS ON JUNE 1, 2015 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED DON | Schwazgler - WHO PROVED TO ME ON THE |
| CAPACITY (IES), AND THAT BY (IIS) HER/THEIR SIGNATU UPON BEHALF OF WHICH THE PERSON(8) ACTED, EXE | , WHO PROVED TO ME ON THE D(S) WHOSE NAME(S) (S) ARE SUBSCRIBED TO THE WITHIN HE/THEY EXECUTED THE SAME IN (HIS/HER/THEIR AUTHORIZED RD(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY CUTED THE INSTRUMENT. LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING |
| NOTARY PUBLIC IN AND FOR SAID STATE | MY PRINCIPAL PLACE OF BUSINESS IS IN SENFRUCISES COUNTY. MY COMMISSION EXPIRES: 10/03/20(6 MY COMMISSION NUMBER: 1990475 |
| NOTARY ACKNOWLEDGEMENT STATE OF | TARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIF THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WH CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, O TY OF THAT DOCUMENT. |
| COUNTY OF | |
| A NOTARY PUBLIC, PERSONALLY APPEARED | , WHO PROVED TO ME ON THE |
| BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSO INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SH CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATU UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXE | N(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN HE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED RE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY |
| | ANY DRINGIPAL DI AGE OF RUSINESS |
| | MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY. |
| NOTARY PUBLIC IN AND FOR SAID STATE | MY COMMISSION EXPIRES: MY COMMISSION NUMBER: |

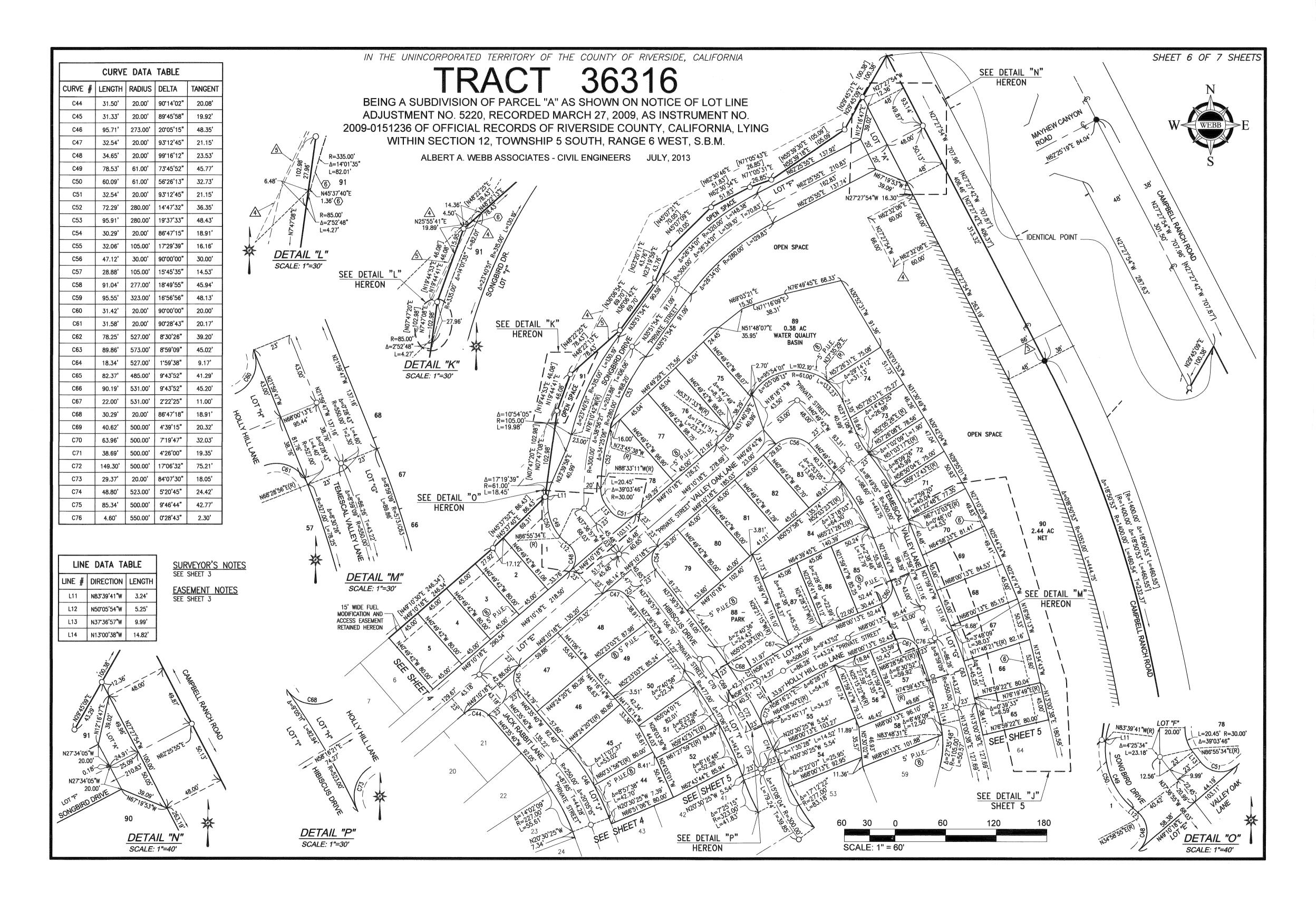
| NOTARY ACKNOWLEDGEMENT | ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, |
|---|--|
| STATE OF) | VALIDITY OF THAT DOCUMENT. |
| COUNTY OF) | , |
| | E ME, |
| A NOTARY PUBLIC, PERSONALLY APPEARED | , WHO PROVED TO ME ON THE |
| INSTRUMENT AND ACKNOWLEDGED TO ME THAT CAPACITY(IES), AND THAT BY HIS/HER/THEIR SICUPON BEHALF OF WHICH THE PERSON(S) ACTED | PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED GNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY D, EXECUTED THE INSTRUMENT. THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING |
| NOTARY PUBLIC IN AND FOR SAID STATE | MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY. MY COMMISSION EXPIRES: MY COMMISSION NUMBER: |

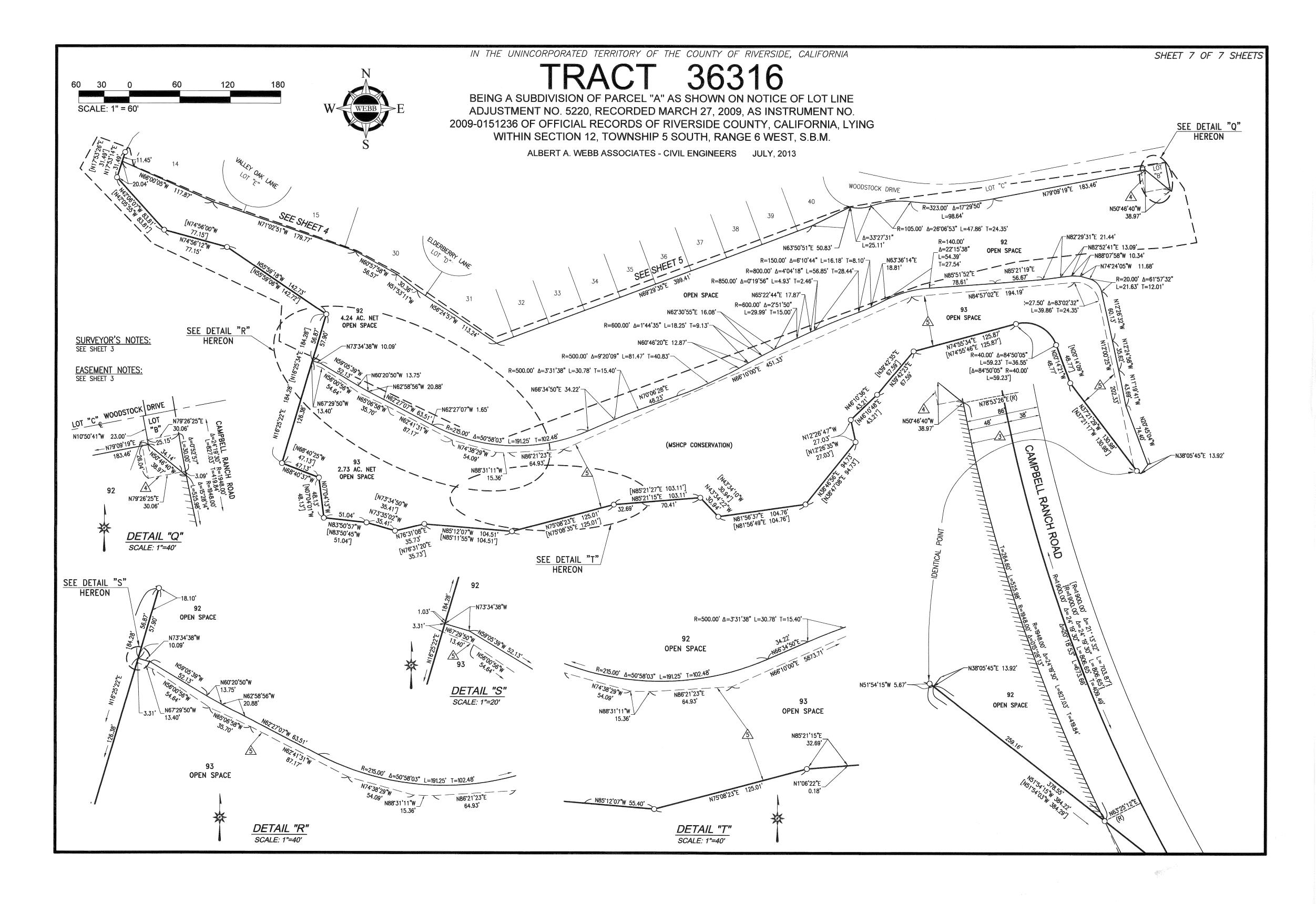
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES











ENVIRONMENTAL CONSTRAINT SHEET

TRACT 36316

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5220, RECORDED MARCH 27, 2009, AS INSTRUMENT NO. 2009-0151236 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JULY, 2013

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

ENVIRONMENTAL CONSTRAINT NOTE

NO DISTURBANCES MAY OCCUR WITHIN THE BOUNDARIES OF THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION).

BRUSH MANAGEMENT TO REDUCE FUEL LOADS TO PROTECT URBAN USES (FUEL MODIFICATION ZONES) WILL NOT ENCROACH INTO THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION) BEYOND WHAT IS MAPPED AS "FUEL MODIFICATION ZONE 2".

NIGHT LIGHTING SHALL BE DIRECTED AWAY FROM THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION). SHIELDING SHALL BE INCORPORATED IN PROJECT DESIGNS TO ENSURE AMBIENT LIGHTING IN THE CONSTRAINT AREAS IS NOT INCREASED.

THE PERIMETER OF THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION) SHALL BE PERMANENTLY FENCED. FENCING SHALL PROVIDE A PHYSICAL BARRIER TO MINIMIZE UNAUTHORIZED PUBLIC ACCESS, DOMESTIC ANIMAL PREDATION, ILLEGAL TRESPASS OR DUMPING IN THE DELINEATED CONSTRAINT AREA (MSHCP CONSERVATION). THE FENCE SHALL HAVE A MINIMUM HEIGHT OF SIX FEET AT ITS SHORTEST POINT. FENCE POSTS SHALL BE NO MORE THAN FIVE FEET APART. THE FENCE DESIGN SHALL BE SUCH THAT A SPHERE WITH A DIAMETER OF TWO INCHES CANNOT PASS THROUGH THE PLANE OF THE FENCE AT ANY POINT BELOW THE MINIMUM HEIGHT.

FUEL MODIFICATION ZONE 1 SHALL ONLY BE PLANTED WITH NATIVE VEGETATION. NON-NATIVE VEGETATION SHALL NOT BE PLANTED IN THIS AREA. PER CONDITION 21 OF THE BIOLOGICAL OPINION (BO) ISSUED BY USFWS. DATED JAN. 31, 2001; RE: FORMAL SECTION 7 CONSULTATION ON SYCAMORE CREEK DEVELOPMENT, RIVERSIDE COUNTY. CALIFORNIA (1-6-01-F-1184.2).

FUEL MODIFICATION ZONE 2 SHALL BE THINNED TO REDUCE FUEL LOADS. PER CONDITION 21 OF THE BIOLOGICAL OPINION (BO) ISSUED BY USFWS, DATED JAN. 31, 2001; RE: FORMAL SECTION 7 CONSULTATION ON SYCAMORE CREEK DEVELOPMENT, RIVERSIDE COUNTY, CALIFORNIA (1-6-01-F-1184.2).

THE LAND DIVISION IS LOCATED IN THE "HAZARDOUS FIRE AREA" OF RIVERSIDE COUNTY AS SHOWN ON A MAP ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS. ANY BUILDING CONSTRUCTED ON LOTS CREATED BY THIS LAND DIVISION SHALL COMPLY WITH THE SPECIAL CONSTRUCTION PROVISIONS CONTAINED IN RIVERSIDE COUNTY ORDINANCE 787.2.

ALL BUILDINGS SHALL BE CONSTRUCTED WITH CLASS "B" MATERIAL AS PER THE CALIFORNIA BUILDING CODE.

GATE ENTRANCES SHALL BE AT LEAST TWO FEET WIDER THAN THE WIDTH OF THE TRAFFIC LANES SERVING THAT GATE. ANY GATE PROVIDING ACCESS FROM A ROAD TO A DRIVEWAY SHALL BE LOCATED AT LEAST 35 FEET SETBACK FROM THE ROADWAY AND SHALL OPEN TO ALLOW A VEHICLE TO STOP WITHOUT OBSTRUCTING TRAFFIC ON THE ROAD. WHERE A ONE WAY ROAD WITH A SINGLE TRAFFIC LANE PROVIDES ACCESS TO A GATE ENTRANCE, A 38 FOOT TURNING RADIUS SHALL BE USED.

GATES SHALL BE AUTOMATIC MINIMUM 20 FEET IN WIDTH. GATE ACCESS SHALL BE EQUIPPED WITH A RAPID ENTRY SYSTEM. PLANS SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. AUTOMATIC/MANUAL GATE PINS SHALL BE RATED WITH SHEAR PIN FORCE, NOT TO EXCEED 30 FOOT POUNDS. AUTOMATIC GATES SHALL BE EQUIPPED WITH EMERGENCY BACKUP POWER. GATES ACTIVATED BY THE RAPID ENTRY SYSTEM SHALL REMAIN OPEN UNTIL CLOSED BY THE RAPID ENTRY SYSTEM.

PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE DEVELOPER SHALL PREPARE AND SUBMIT TO THE FIRE DEPARTMENT FOR APPROVAL, A FIRE PROTECTION/VEGETATION MANAGEMENT THAT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS: A) FUEL MODIFICATION TO REDUCE FIRE LOADING. B) APPROPRIATE FIRE BREAKS ACCORDING TO FUEL LOAD, SLOPE AND TERRAIN. C) NON FLAMMABLE WALLS MAY BE REQUIRED ALONG COMMON BOUNDARIES BETWEEN REAR YARDS AND OPEN SPACE. D) EMERGENCY VEHICLE ACCESS INTO OPEN SPACE AREAS SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 1500'. E) A HOMEOWNER'S ASSOCIATION OR APPROPRIATE DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FIRE PROTECTION MEASURES WITHIN THE OPEN SPACE AREAS. ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENT, SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

THIS PROPERTY IS SUBJECT TO LIGHTING RESTRICTIONS AS REQUIRED BY COUNTY ORDINANCE NO. 655. WHICH ARE INTENDED TO REDUCE THE EFFECTS OF NIGHT LIGHTING ON THE MOUNT PALOMAR OBSERVATORY, ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL BE IN CONFORMANCE WITH COUNTY ORDINANCE NO. 655.

EASEMENTS FOR FLOOD CONTROL PURPOSES SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

