

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 1/27/16

624A



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

SUBMITTAL DATE
January 25, 2016

FROM: TLMA - Transportation Dept.

SUBJECT: Approval of the Final Map for **Tract 32185-2**
A Schedule "A" Subdivision in the French Valley Area, 3rd 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 32185-2.

BACKGROUND:

Summary

Tract 32185-2 was approved by the Board of Supervisors on November 30th, 2004, as Agenda 16.3. Tract 32185-2 is a 14.48 acre subdivision that is creating 53 new residential lots in the French Valley 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.

Government Code Section 66458 directs the Board to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

HS:lf

- Submittals: Vicinity Map
 Road/Drainage Improvement Agreements
 Water System Improvement Agreements
 Sewer System Improvement Agreements
 Monumentation Agreements

REVIEWED BY EXECUTIVE OFFICE:
DATE 2/1/16
Julie
Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec Ofc.: Consent Policy

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Final Map for Tract 32185-2, a Schedule "A" Subdivision in the French Valley Area.
3rd District; [\$0]

DATE: January 25, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

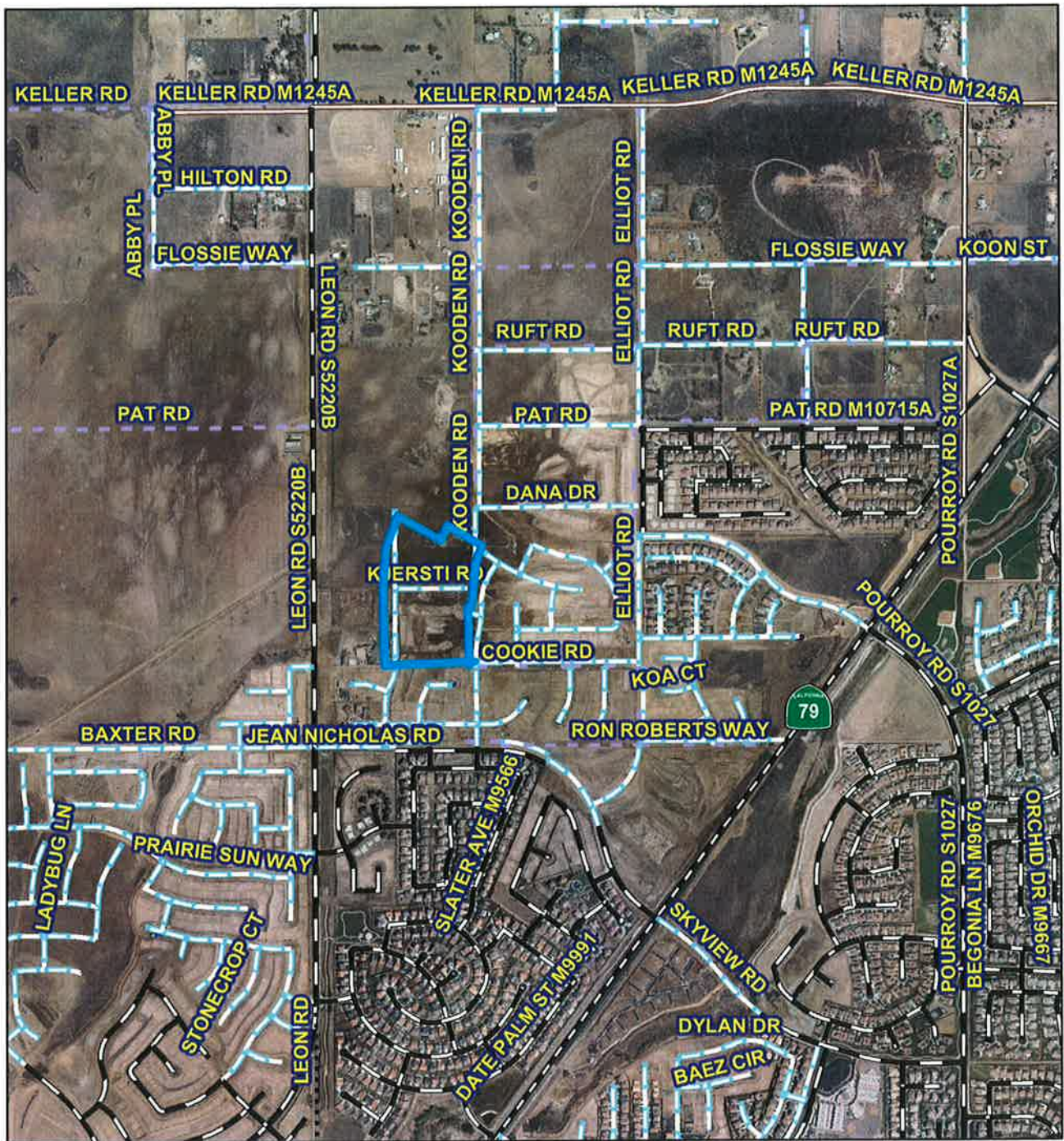
Beazer Homes Holdings Corp. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Atlantic Specialty Insurance Company are as follows:

\$1,266,500 - Bond # 800006266 for the completion of street improvements

\$152,500 - Bond # 800006266 for the completion of the water system

\$155,000 - Bond # 800006266 for the completion of the sewer system

\$99,000 - Bond # 800006267 for the completion of the monumentation



NOT TO SCALE

VICINITY MAP

TRACT MAP 32185-2

SEC. 29, TWP. 6S., RNG. 2W.

Supervisorial District: 3

TRACT MAP NO. 32185-2

BEING A SUBDIVISION OF A PORTION OF PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 18988, AS PER MAP FILED IN BOOK 117, PAGES 83 AND 84, AND A PORTION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 18975, AS PER MAP FILED IN BOOK 119, PAGES 13 AND 14, AND A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14824, AS PER MAP FILED IN BOOK 112, PAGE 10, ALL OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

PACIFIC COAST LAND CONSULTANTS, Inc. APRIL, 2015

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "G". THE DEDICATION IS FOR (1) ONE-FOOT BARRIER STRIPS FOR ROAD AND ACCESS CONTROL.

BEAZER HOMES HOLDINGS CORP., A DELAWARE CORPORATION

BY: [Signature] AREA PRESIDENT
NAME: ROBERT T. SHIOTA TITLE

BENEFICIARY

WILMINGTON TRUST, NATIONAL ASSOCIATION BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 28, 2012 AS INSTRUMENT NO. 2012-0464404, OFFICIAL RECORDS BY FIRST AMERICAN TITLE INSURANCE COMPANY AS AUTHORIZED AGENT BY LIMITED POWER OF ATTORNEY RECORDED MAY 21, 2013 AS INSTRUMENT NO. 2013-0241222, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: [Signature] AUTHORIZED AGENT
LORI WHITEHEAD TITLE

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS SUCCESSOR AGENT FOR THE BENEFIT OF CERTAIN SECURED PARTIES, (AS SAID TERM IS DEFINED IN THE DEED OF TRUST), AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 16, 2008 AS INSTRUMENT NO. 2008-0265821, OF OFFICIAL RECORDS, AND IN DEED OF TRUST RECORDED JANUARY 24, 2013 AS INSTRUMENT NO. 2013-0038583 OF OFFICIAL RECORDS BY FIRST AMERICAN TITLE INSURANCE COMPANY AS AUTHORIZED AGENT BY LIMITED POWER OF ATTORNEY RECORDED JANUARY 29, 2013 AS INSTRUMENT NO. 2013-0047876, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: [Signature] AUTHORIZED AGENT
LORI WHITEHEAD TITLE

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:
LOT "A" OF PMB 112/10, LOTS "C" & "F" OF PMB 119/13-14, AND LOTS "C" THROUGH "F", INCLUSIVE, OF PMB 117/83-84, ALL DEDICATED ON SAID MAPS TO PUBLIC USE, FOR STREET AND PUBLIC UTILITY PURPOSES, WITHIN THIS TRACT MAP.

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 Orange
ON January 14, 2016 BEFORE ME, S.L. Adams
A NOTARY PUBLIC, PERSONALLY APPEARED Robert T. Shiota, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE: [Signature] MY COMMISSION NO.: 2084475
NAME: S.L. Adams MY COMMISSION EXPIRES: October 8, 2018
MY PRINCIPAL PLACE OF BUSINESS IS: Orange COUNTY

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 UTAH
COUNTY OF SALT LAKE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF January, 2016 BY LORI WHITEHEAD AS THE AUTHORIZED AGENT OF FIRST AMERICAN TITLE INSURANCE COMPANY, AS AUTHORIZED AGENT BY POWER OF ATTORNEY, ON BEHALF OF WILMINGTON TRUST, NATIONAL ASSOCIATION, IN ITS CAPACITY AS NOTES COLLATERAL AGENT UNDER THE INDENTURE. SHE [X] IS PERSONALLY KNOWN TO ME, OR [] PRODUCED AS IDENTIFICATION.
[Signature] MY COMMISSION NO.: 663331
NOTARY PUBLIC MY COMMISSION EXPIRES: FEBRUARY 04, 2017
PRINT NAME: KELLY BONHAM
MY PRINCIPAL PLACE OF BUSINESS IS: SALT LAKE COUNTY, UTAH

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 UTAH
COUNTY OF SALT LAKE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF January, 2016 BY LORI WHITEHEAD AS THE AUTHORIZED AGENT OF FIRST AMERICAN TITLE INSURANCE COMPANY, AS AUTHORIZED AGENT BY POWER OF ATTORNEY, ON BEHALF OF CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS SUCCESSOR AGENT FOR THE BENEFIT OF CERTAIN SECURED PARTIES. SHE [X] IS PERSONALLY KNOWN TO ME, OR [] PRODUCED AS IDENTIFICATION.
[Signature] MY COMMISSION NO.: 663331
NOTARY PUBLIC MY COMMISSION EXPIRES: FEBRUARY 04, 2017
PRINT NAME: KELLY BONHAM
MY PRINCIPAL PLACE OF BUSINESS IS: SALT LAKE COUNTY, UTAH

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATE: January 14, 2016
DON KENT
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$79,000.00 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: January 14, 2016
CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015
AT _____ .M. 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: FIDELITY NATIONAL TITLE 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 BEAZER HOMES ON FEBRUARY 03, 2015. 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. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: December 20, 2015

[Signature]
HEUNG JEI KIM
L.S. 5928, EXP. 12-31-2016



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 NO. 32185 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 30, 2004 THE EXPIRATION DATE BEING NOVEMBER 30, 2018, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

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

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 FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

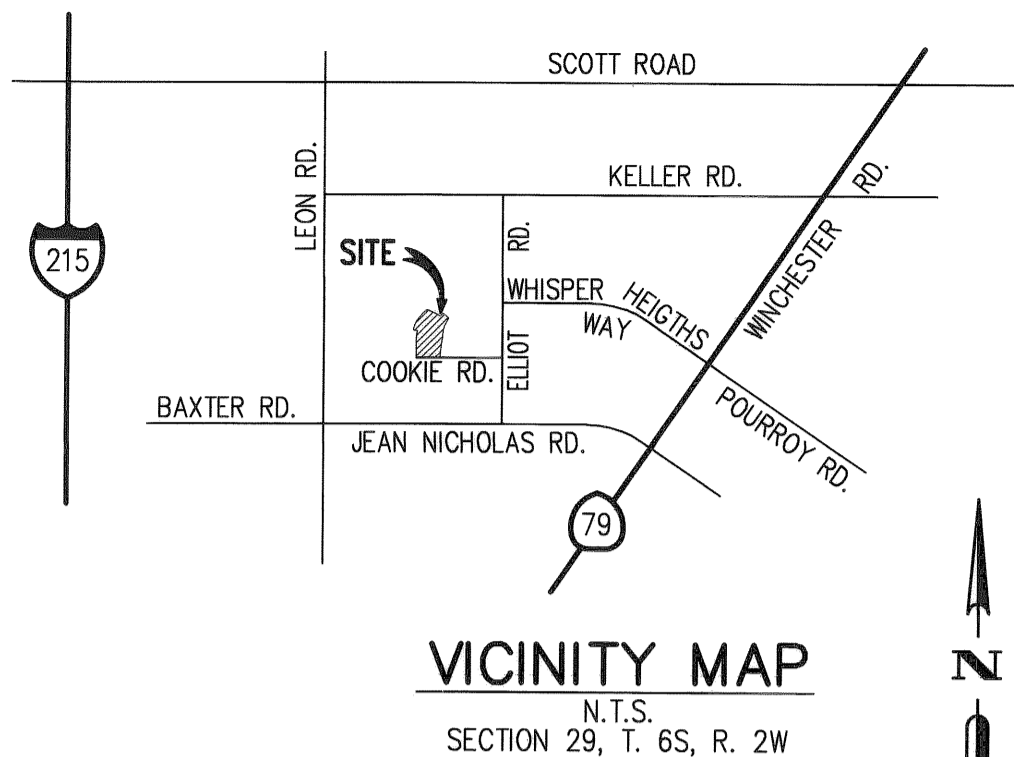
DATE: _____, 20____ COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS
BY: _____, DEPUTY
CHAIRMAN OF THE BOARD OF SUPERVISORS

TRACT MAP NO. 32185-2

BEING A SUBDIVISION OF A PORTION OF PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 18988, AS PER MAP FILED IN BOOK 117, PAGES 83 AND 84, AND A PORTION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 18975, AS PER MAP FILED IN BOOK 119, PAGES 13 AND 14, AND A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14824, AS PER MAP FILED IN BOOK 112, PAGE 10, ALL OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

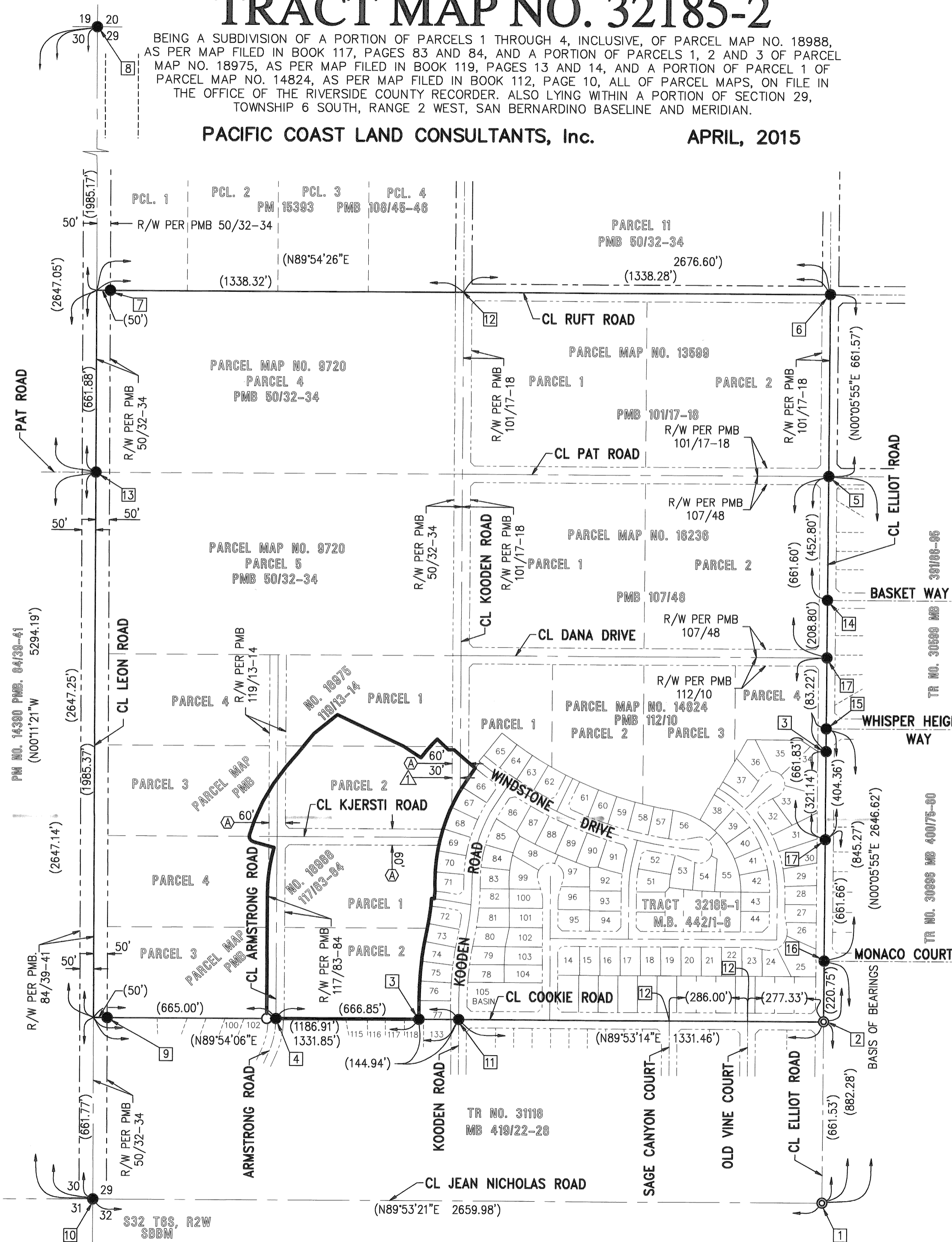
PACIFIC COAST LAND CONSULTANTS, Inc.

APRIL, 2015



ENGINEER'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ELLIOT ROAD BEING NORTH 00°05'55" EAST AS SHOWN PER RECORD OF SURVEY 81/1-4.
2. ● INDICATES FD. MONUMENT AS NOTED HEREON
3. ○ INDICATES SET 1" I.P., FLUSH, W/TAG LS 5928 PER RIVERSIDE COUNTY STANDARD "A", UNLESS OTHERWISE NOTED.
4. ⊙ DESTROYED BY CONSTRUCTION SET 1" I.P., FLUSH, W/TAG LS 5928 PER RIVERSIDE COUNTY STANDARD "A", UNLESS OTHERWISE NOTED.
5. SET 1" I.P., WITH TAG LS 5928, FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
6. SET LEAD AND TAG LS 5928 IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR BCs, ECs, PCCs, PRCs, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE. SET LEAD AND TAG LS 5928 IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED.
7. ALL MONUMENTS ARE SET AND TAGGED PER ORDINANCE NO. 461.21.
8. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS MAP.
9. () INDICATES MEASURED & RECORD VALUES PER TRACT 32185-1 MB 442/1-6.
10. THIS TRACT CONTAINS 14.48 ACRES, GROSS.
11. C.C. & R.'S PER INSTRUMENT NO. _____ RECORDED
12. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF ALL BUILDINGS, OBSTRUCTIONS, AND ENCROACHMENTS BY LANDFILLS.
13. (A) INDICATES ABANDONED HEREON



MONUMENT NOTES:

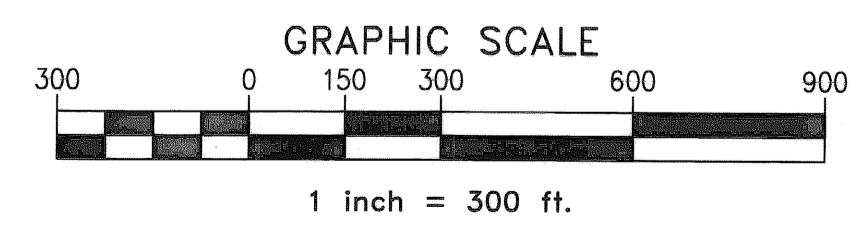
1. FD. 1-1/4" I.P., DN 0.5', PER RS 16/72 WITH RIV. CO. SURVEY TAG STAMPED "T6S R2W 1/4 S 29/32", PER RS 81/1-4 & TR32185-1 MB 442/1-6. ACCEPTED AS BEING THE SOUTH 1/4 CORNER SECTION 29.
2. FD. 1" I.P., DN 0.5', PER PMB 101/14-15, ACCEPTED AS CL. INTERSECTION OF COOKIE ROAD & ELLIOT ROAD, PMB 50/32-34 & TR32185-1 MB 442/1-6 & FOUND TAG "LS 5928" PER MB 442/1-6.
3. FD. 1" I.P. W/ PLASTIC PLUG, "LS 5928, FLUSH, ACCEPTED AS SOUTHWEST CORNER OF LOT 77 PER TR32185-1 MB 442/1-6.
4. FD. 1" I.P. W/ PLASTIC PLUG, "RCE 33591", FLUSH, ACCEPTED AS CL. OF ARMSTRONG ROAD PER TR31118 MB 419/22-28 AND SOUTHERLY LINE COMMON TO PARCELS 2 & 3 PER PM 18988 PMB 117/83-84.
5. FD. 3/4" I.P. W/ PLASTIC PLUG, ILLEGIBLE, DN 0.6', ACCEPTED AS CL INTERSECTION OF PAT ROAD & ELLIOT ROAD PER PMB 50/32-34, PMB 107/48 & THE CENTER 1/4 CORNER PER RS 81/1-4 & TR32185-1 MB 442/1-6. SET TAG "LS 5928".
6. FD. 1" I.P., DN 1.0', ACCEPTED AS CL. INTERSECTION OF RUFT ROAD & ELLIOT ROAD PER PM 9720 PMB 50/32-34, PM 13599 PMB. 101/17-18 & TR32185-1 MB 442/1-6 & FOUND TAG "LS 5928" PER MB 442/1-6.
7. FD. 3/4" I.P. W/ PLASTIC PLUG, "LS 3163", DN 0.8', ACCEPTED AS NW CORNER PARCEL 4 PER PMB 50/32-34, PMB 108/45-46 & TR32185-1 MB 442/1-6.
8. FD. 1-1/2" COPPER CLAD, FLUSH, STAMPED "RIV. CO. TRANS DEPT", PER CORNER RECORD 2003/238, RS 16/72 & TR32185-1 MB 442/1-6. ACCEPTED AS NW CORNER SECTION 29.
9. FD. 3/4" I.P. W/ PLASTIC PLUG, "LS 3163", DN 0.4', ACCEPTED AS SW CORNER PARCEL 7 PER PMB 50/32-34, PMB 117/83-84 & TR32185-1 MB 442/1-6.
10. FD. 5/8" COPPER CLAD STEEL PIN W/ 1-1/2" BRASS CAP STAMPED "LS 4547", FLUSH, PER MB 408/99-112, PMB 95/58-61 & TR32185-1 MB 442/1-6. ACCEPTED AS CL. INTERSECTION OF LEON ROAD AND JEAN NICHOLAS (BAXTER) ROAD.
11. FD. 3/4" I.P., DN 0.4', ACCEPTED AS THE SOUTHERLY CORNER COMMON TO PARCELS 7 & 15 PER PMB 50/32-34, PMB 101/14-15 & TR32185-1 MB 442/1-6 & FOUND TAG "LS 5928" PER MB 442/1-6.
12. SEARCHED, FOUND NOTHING, SET NOTHING.
13. FD. 5/8" COPPER CLAD STEEL PIN W/ 1-1/2" BRASS CAP STAMPED "LS 4547", FLUSH, PER MB 408/99-112, PMB 50/32-34, RS 81/1-4 & TR32185-1 MB 442/1-6. ACCEPTED AS THE CL INTERSECTION PAT ROAD AND LEON ROAD
14. FD. 1" I.P. W/ PLASTIC PLUG, ILLEGIBLE, FLUSH, ACCEPTED AS CL INTERSECTION OF ELLIOT RD. & BASKET WAY PER TR30599 MB 391/86-95 & TR32185-1 MB 442/1-6. SET TAG "LS 5928".
15. FD. 1" I.P. W/ PLASTIC PLUG, ILLEGIBLE, FLUSH, ACCEPTED AS CL. INTERSECTION OF ELLIOT RD. & WHISPER HEIGHTS WAY PER TR30996 MB 400/75-80 & TR32185-1 MB 442/1-6. SET TAG "LS 5928".
16. FD. 1" I.P., W/ PLASTIC PLUG, "LS 5928", FLUSH, PER MB 400/75-80, PMB 41/8-9, PMB 86/80 & TR32185-1 MB 442/1-6. ACCEPTED AS CL INTERSECTION OF ELLIOT RD. AND MONACO COURT.
17. DESTROYED BY CONSTRUCTION, SET NOTHING.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN E.C.S. BOOK _____, PAGE _____ THIS AFFECTS ALL LOTS.

EASEMENT NOTES:

▲ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER INSTRUMENT NO. 19124, RECORDED JANUARY 29, 1980. IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA.



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

TRACT MAP NO. 32185-2

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PACIFIC COAST LAND CONSULTANTS, Inc.

APRIL, 2015

NOTE: SEE SHEET 2 OF 5 FOR

- MONUMENT NOTES
- EASEMENT NOTES
- ENGINEER'S NOTES

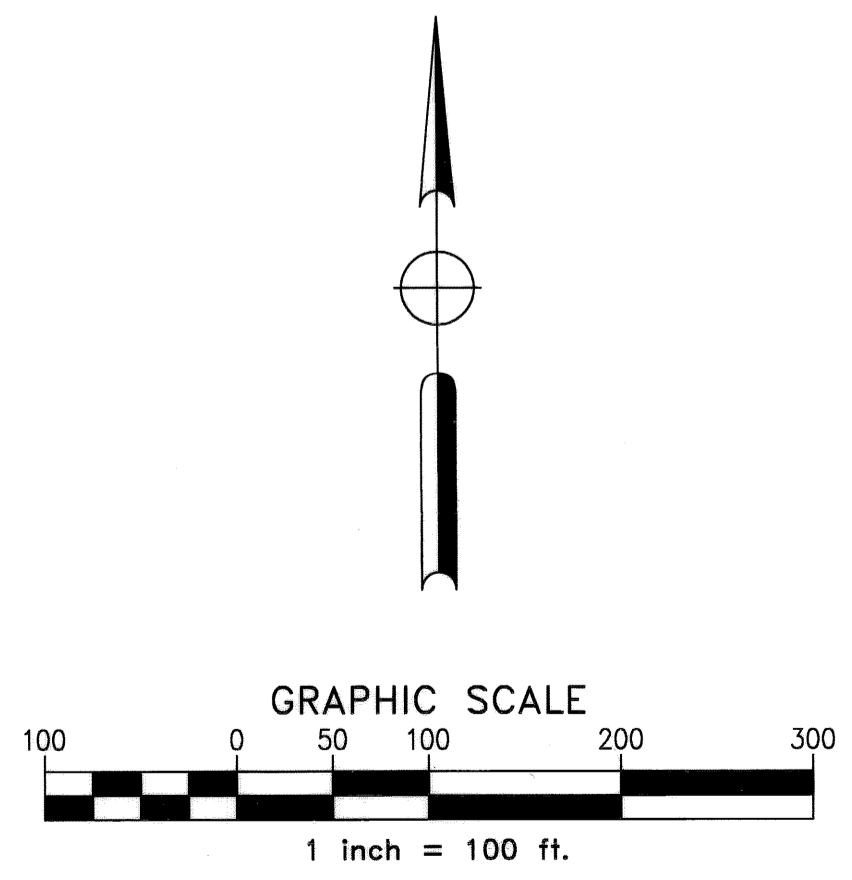
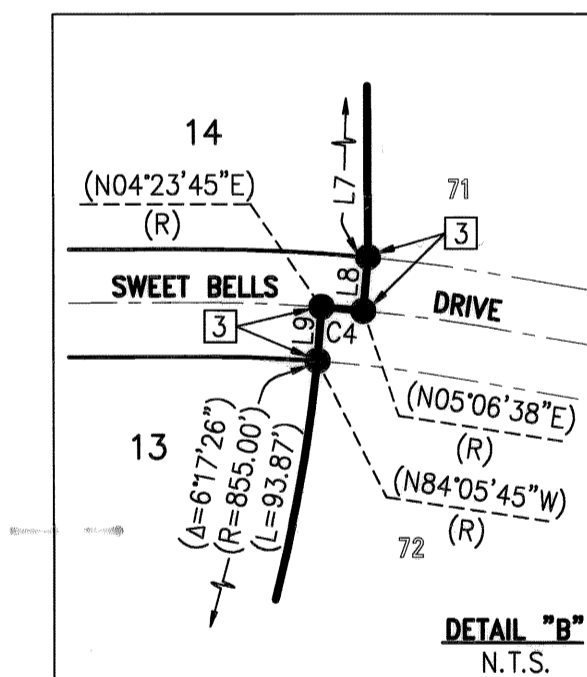
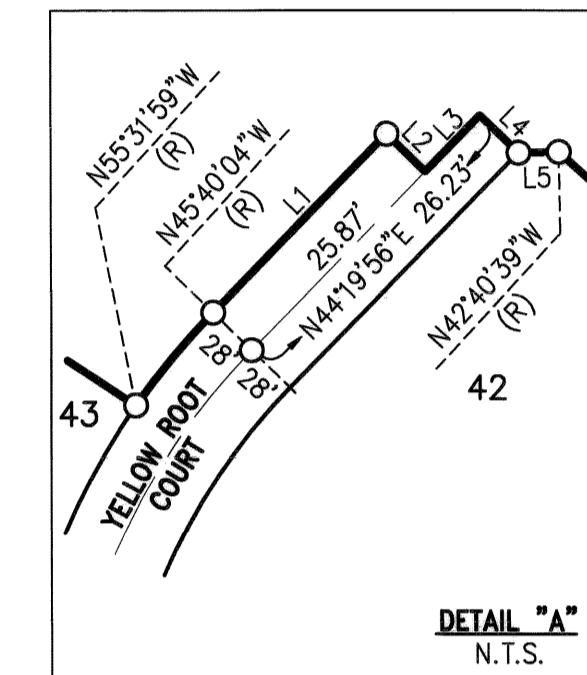
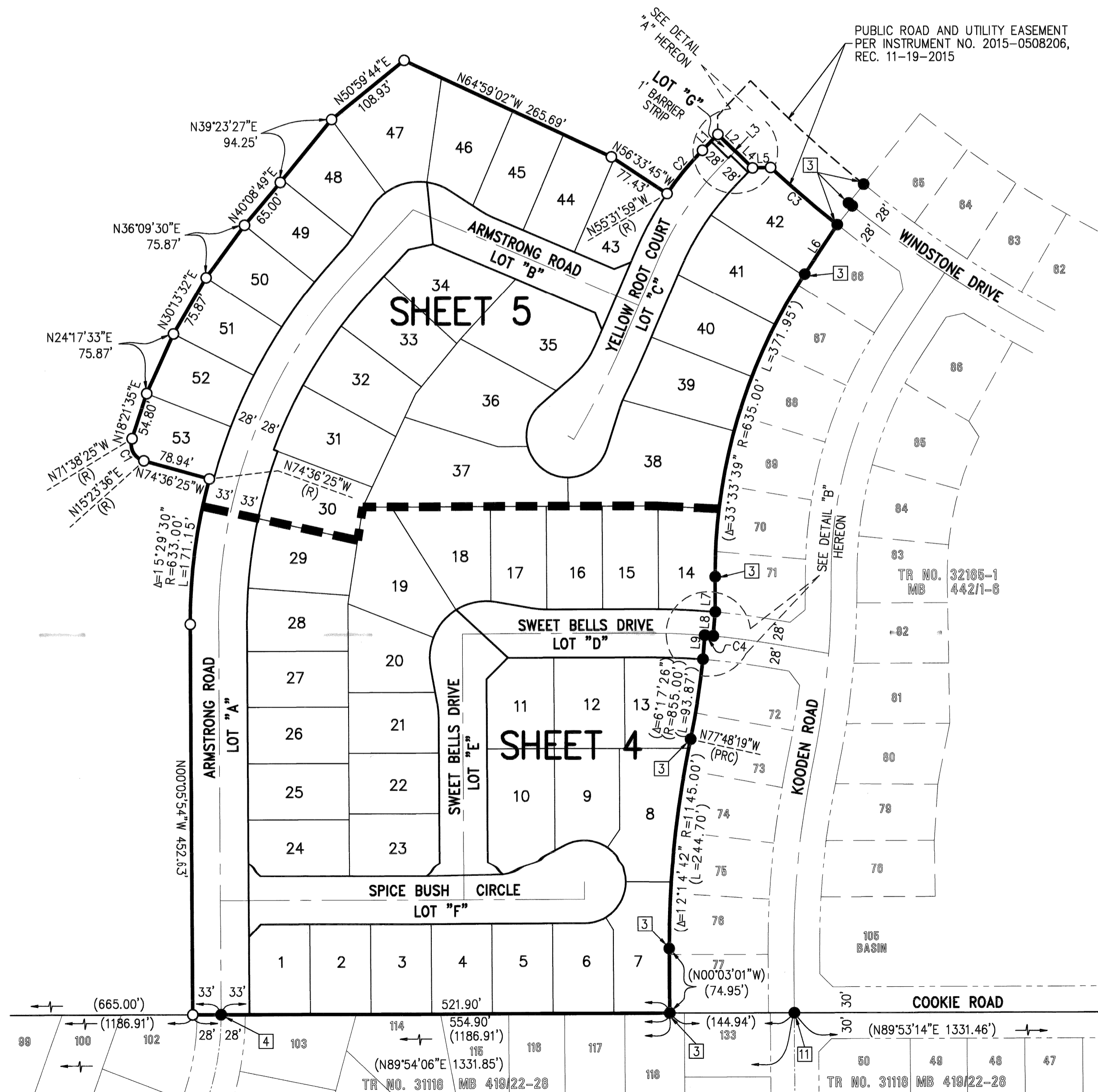
NOTES:

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

BOUNDARY / INDEX MAP

LINE	BEARING	LENGTH
L1	N44°19'56"E	25.87'
L2	N45°40'04"W	28.00'
L3	N44°19'56"E	0.36'
L4	N45°40'04"W	28.00'
L5	N88°30'17"E	20.90'
L6	(N33°27'19"E)	(69.10')
L7	(N00°06'20"W)	(40.89')
L8	(N05°06'38"E)	(28.00')
L9	(N04°23'36"E)	(28.00')

CURVE	DELTA	RADIUS	LENGTH
C1	Δ=92°57'59"	20.00'	32.45'
C2	Δ=9°51'55"	378.00'	65.08'
C3	Δ=3°58'02"	1474.00'	102.06'
C4	(Δ=0°42'53")	(800.00')	(9.98')



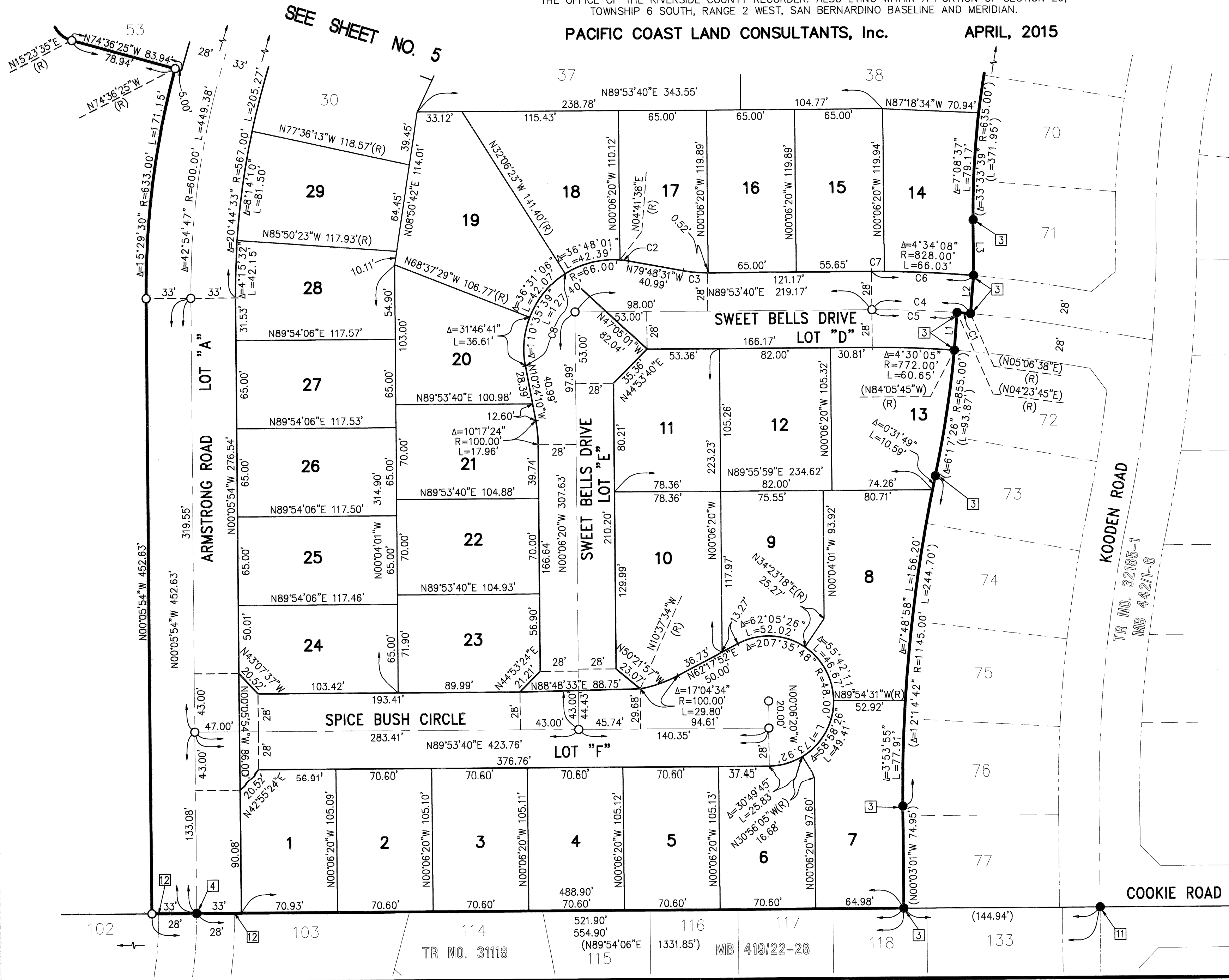
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32185-2

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PACIFIC COAST LAND CONSULTANTS, Inc.

APRIL, 2015

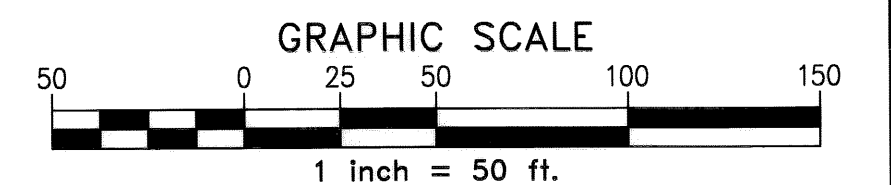
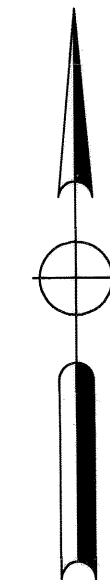


LINE TABLE

LINE	BEARING	LENGTH
L1	(N04°23'36"E)	(28.00')
L2	(N05°06'38"E)	(28.00')
L3	(N00°06'20"W)	(40.89')

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	(Δ=0°42'53")	(800.00')	(9.98')
C2	Δ=5°29'51"	66.00'	6.33'
C3	Δ=10°17'50"	100.00'	17.97'
C4	Δ=5°12'58"	800.00'	72.83'
C5	Δ=4°30'05"	800.00'	62.85'
C6	Δ=5°12'58"	828.00'	75.38'
C7	Δ=0°38'50"	828.00'	9.35'
C8	Δ=68°17'47"	66.00'	78.68'



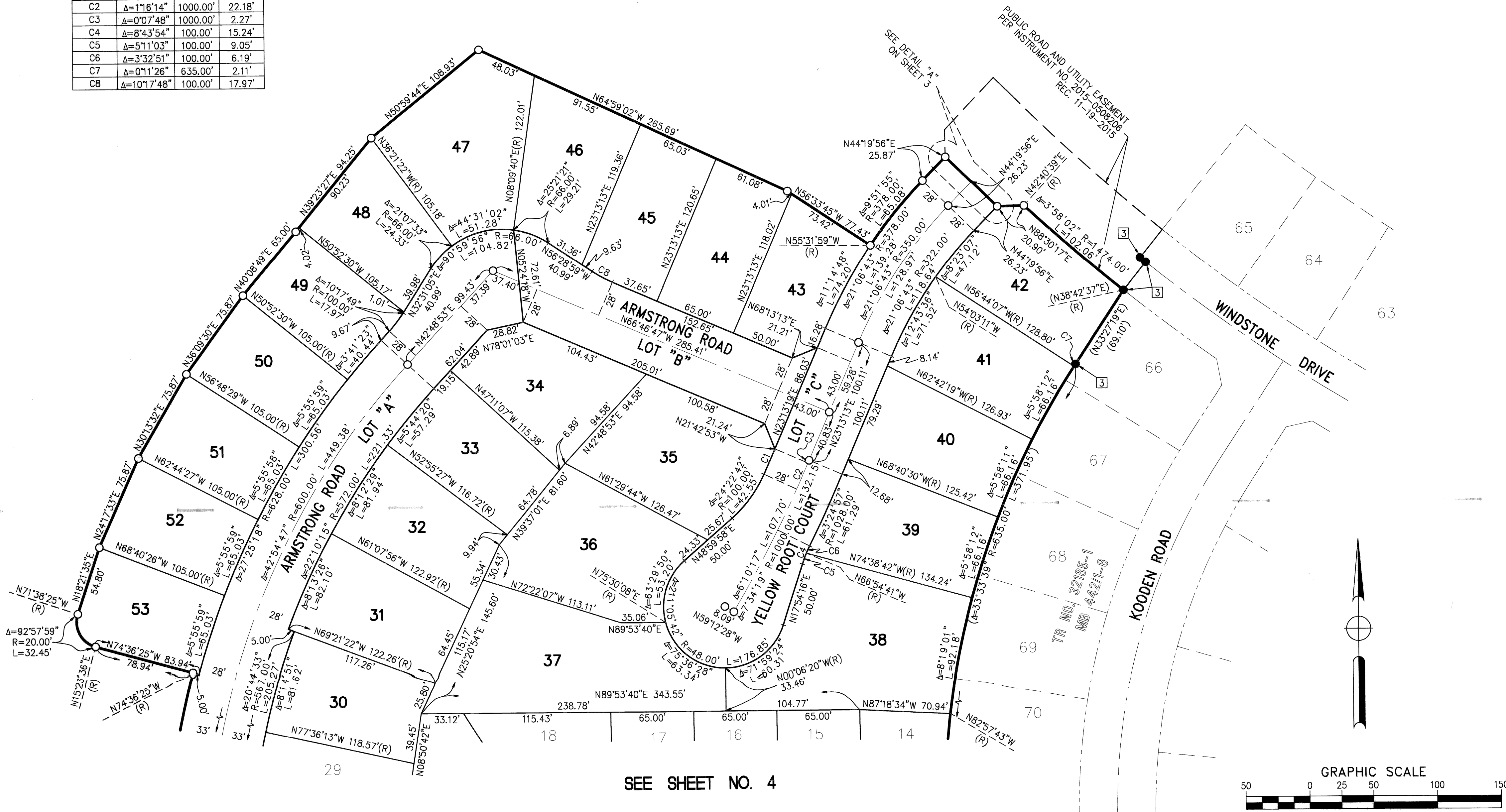
TRACT MAP NO. 32185-2

BEING A SUBDIVISION OF A PORTION OF PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 18988, AS PER MAP FILED IN BOOK 117, PAGES 83 AND 84, AND A PORTION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 18975, AS PER MAP FILED IN BOOK 119, PAGES 13 AND 14, AND A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14824, AS PER MAP FILED IN BOOK 112, PAGE 10, ALL OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

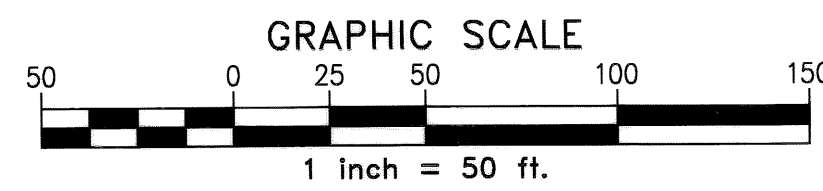
PACIFIC COAST LAND CONSULTANTS, Inc.

APRIL, 2015

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	Δ=1°16'14"	972.00'	21.56'
C2	Δ=1°16'14"	1000.00'	22.18'
C3	Δ=0°07'48"	1000.00'	2.27'
C4	Δ=8°43'54"	100.00'	15.24'
C5	Δ=5°11'03"	100.00'	9.05'
C6	Δ=3°32'51"	100.00'	6.19'
C7	Δ=0°11'26"	635.00'	2.11'
C8	Δ=10°17'48"	100.00'	17.97'



SEE SHEET NO. 4



ENVIRONMENTAL CONSTRAINT SHEET

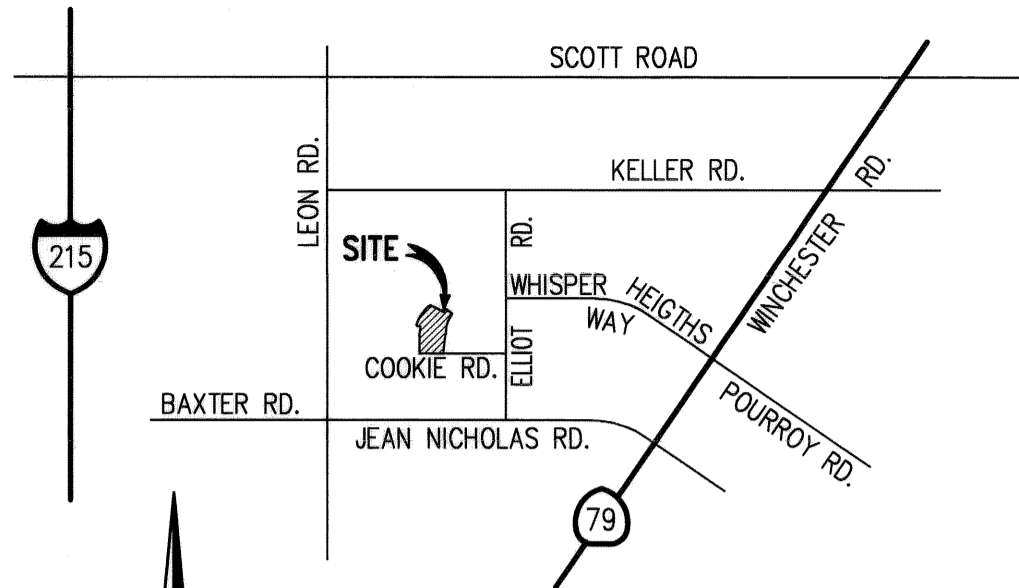
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32185-2

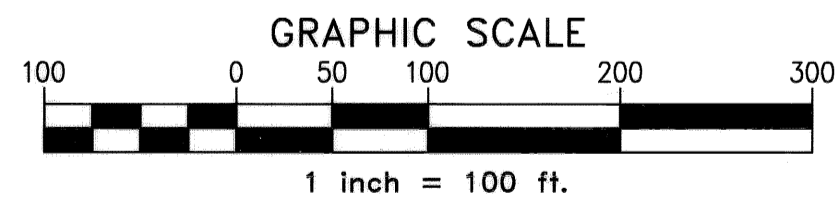
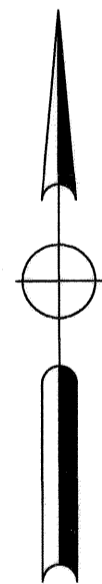
BEING A SUBDIVISION OF A PORTION OF PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 18988, AS PER MAP FILED IN BOOK 117, PAGES 83 AND 84, AND A PORTION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 18975, AS PER MAP FILED IN BOOK 119, PAGES 13 AND 14, AND A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14824, AS PER MAP FILED IN BOOK 112, PAGE 10, ALL OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

PACIFIC COAST LAND CONSULTANTS, Inc.

APRIL, 2015



VICINITY MAP
N.T.S.
SECTION 29, T. 6S, R. 2W



PUBLIC ROAD AND UTILITY EASEMENT
PER INSTRUMENT NO. 2015-0508206,
REC. 11-19-2015



ENVIRONMENTAL CONSTRAINT SHEET NOTES:

- COUNTY ARCHAEOLOGICAL REPORT NO. PDA-3290 WAS PREPARED FOR THIS PROPERTY ON JULY 15, 2004 BY LSA ASSOCIATES AND IS ON FILE AT THE COUNTY OF RIVERSIDE PLANNING DEPARTMENT. THE PROPERTY IS (NOT) SUBJECT TO SURFACE ALTERATION RESTRICTIONS BASED ON THE RESULTS OF THE REPORT.
- COUNTY BIOLOGICAL REPORT NO. PDB-2943 AND 2943 WERE PREPARED FOR THIS PROJECT ON JULY 12, 2004 BY PCR ON FILE AT THE COUNTY OF RIVERSIDE PLANNING DEPARTMENT. BIOLOGICAL RESOURCES REQUIRING PROTECTION INCLUDE, BUT ARE NOT LIMITED TO, ALL AREAS WITHIN THE 29.5± ACRES DEVELOPMENT. THE PROPERTY IS NOT SUBJECT TO BIOLOGICAL RESOURCES RESTRICTIONS BASED ON THE RESULTS OF THE REPORT.
- NO PERMITS ALLOWING ANY GRADING, CONSTRUCTION OR SURFACE ALTERATIONS SHALL BE ISSUED WHICH EFFECT THE DELINEATED CONSTRAINT AREAS WITHOUT FURTHER INVESTIGATION AND/OR MITIGATION AS DIRECTED BY THE COUNTY OF RIVERSIDE PLANNING DEPARTMENT. THIS CONSTRAINT AFFECTS LOTS AS SHOWN ON THE ENVIRONMENTAL CONSTRAINTS SHEET.
- 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.
- 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.



NOT TO SCALE

VICINITY MAP
TRACT MAP 32185-2
 SEC. 29, TWP. 6S., RNG. 2W.
 Supervisorial District: 3

**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 Beazer Homes Holdings, Corp., 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 32185-2**, 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 two hundred sixty-six thousand five hundred and no/100 Dollars (\$1,266,500.00)**.

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 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.

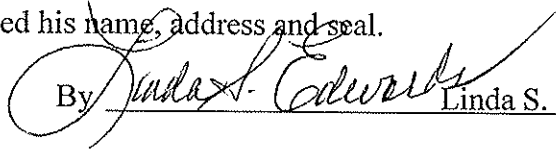
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

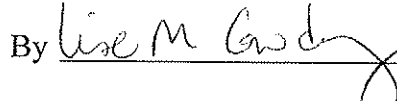
Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

By  Linda S. Edwards

Title Vice President Area Manager - California

By  Lise M. Cowderoy

Title Authorized Signatory - West Region

COUNTY OF RIVERSIDE

By _____

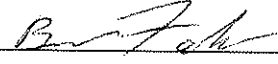
ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 09/29/09

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

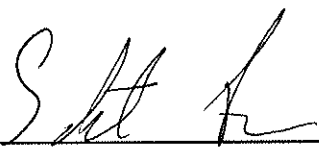
State of California

County of Orange} ss.

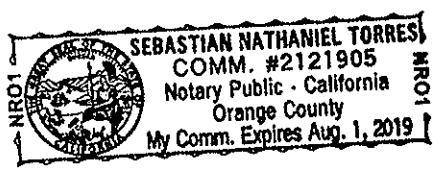
On December 15, 2015 before me, Sebastian Nathaniel Torres, Notary Public, personally appeared Lise M. Cowderoy and Linda S. Edwards, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons 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 

Sebastian Nathaniel Torres, Notary Public, # 2121905
(My Commission Expires Aug. 1, 2019)



(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 Beazer Homes Holdings, Corp., 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 32185-2, 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 Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One hundred fifty-two thousand five hundred and no/100 Dollars (\$152,500.00).

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:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Beazer Homes Holdings, Corp. 1800 E. Imperial Highway, Suite 140 Brea, CA 92821

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

By  Linda S. Edwards
 Title Vice President Area Manager – California
 By  Lise M. Cowderoy
 Title Authorized Signatory – West Region

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA

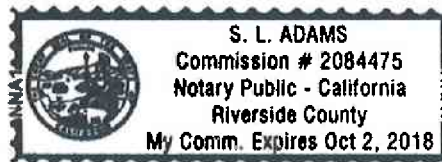
COUNTY OF ORANGE

On December 2, 2015, before me, S. L. Adams, Notary Public, personally appeared Linda S. Edwards, 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: 
S.L. Adams, Notary Public



(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA

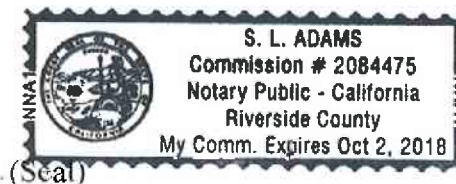
COUNTY OF ORANGE

On December 2, 2015, before me, S. L. Adams, Notary Public, personally appeared Lise M. Cowderoy, 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: 
S.L. Adams, Notary Public



**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 Beazer Homes Holdings Corp., 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 32185-2, 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 Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of One hundred fifty-five thousand and no/100 Dollars (\$155,000.00).

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 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.

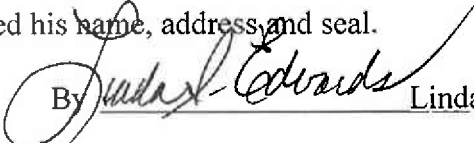

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted,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

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Beazer Homes Holdings, Corp. 1800 E. Imperial Highway, Suite 140 Brea, CA 92821

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

By  Linda S. Edwards
 Title Vice President Area Manager – California
 By  Lise M. Cowderoy
 Title Authorized Signatory – West Region

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 2, 2015, before me, S. L. Adams, Notary Public, personally appeared Linda S. Edwards, 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.

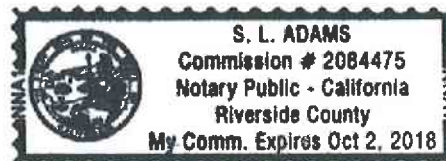
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



S.L. Adams, Notary Public



(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 2, 2015, before me, S. L. Adams, Notary Public, personally appeared Lise M. Cowderoy, 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: 
S.L. Adams, Notary Public



**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 Beazer Homes Holdings, Corp., 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 32185-2**, 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 **Ninety-nine thousand and no/100 Dollars (\$99,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the 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.

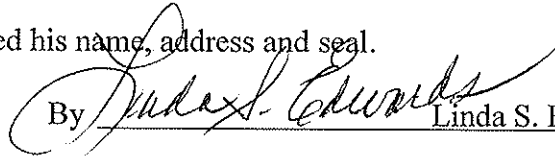
NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County


Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

By  Linda S. Edwards

Title Vice President Area Manager - California

By  Lise M. Cowderoy

Title Authorized Signatory - West Region

COUNTY OF RIVERSIDE

By _____

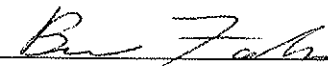
ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 09/29/09

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

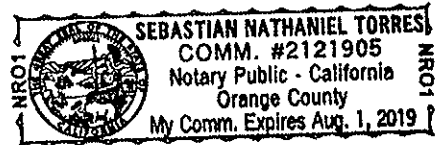
State of California

County of Orange} ss.

On December 15, 2015 before me, Sebastian Nathaniel Torres, Notary Public, personally appeared Lise M. Cowderoy and Linda S. Edwards, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons 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

A handwritten signature in cursive script, appearing to read 'S. Torres', written over a horizontal line.

Sebastian Nathaniel Torres, Notary Public, # 2121905
(My Commission Expires Aug. 1, 2019)

(seal)