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



2.8 (ID # 6703)

MEETING DATE:

Tuesday, April 10, 2018

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of Final Tract Map 32185-5, a Schedule "A" Subdivision in the French

Valley Area. 3rd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 32185-5 as approved by County Counsel; and

2. Approve the Final Map; and

3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 32185-5.

ACTION: Consent

Patricia Romo, Director of Transportation 4/2/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

April 10, 2018

XC:

Transp.

2.8

Keçia Harper-Ihem

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

FINANCIAL DATA	Gi	rrent Fiscal Year:		lext Fischi Year:		7.	ated Cost:		Ongoin	g Cost
COST	\$	0	\$	0	\$	0		\$	0	
NET COUNTY COST	\$	0	\$	0	\$	0		\$	0	
SOURCE OF FUND	s.	Annlicant fees	100	0/4	L		Budget Adj	ustn	nent:	N/A
	.	Applicant ices	100	70.			For Fiscal	ear:		N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 32185 was approved by the Board of Supervisors on November 30, 2004 as Agenda Item 16.3. Tract Map 32185-5 is the fifth (5th) phase out of a total of six (6) phases. Tract Map 32185-1, 32185-2, 32185-3 have already recorded and 32185-4 is a separate item on this agenda. Tract Map 32185-5 is a 49.07 acre subdivision that is creating 122 residential lots, nine (9) open space lots, and one (1) park lot 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 of Supervisors 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.

Beazer Homes Holdings, LLC 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:

\$7,613,300 - Bond # K13494228 for the completion of street improvements

\$1,248,500 - Bond # K13494265 for the completion of the water system

\$972,000 - Bond # K13494307 for the completion of the sewer system

\$139,500 - Bond # K13494344 for the completion of the monumentation

Impact on Residents and Businesses:

N/A

<u>Additional Fiscal Information:</u>

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

Contract History and Price Reasonableness:

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

N/A

ATTACHMENTS:

32185-5 Vicinity Map 32185-5 Improvement Agreements 32185-5 Mylars

Gregory V. Priamos, Director County Counsel

4/3/2018

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 <u>Beazer Homes Holdings</u>, <u>LLC</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 <u>Tract 32185-5</u>, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within <u>24</u> 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 <u>Seven million six hundred thirteen thousand three hundred and no/100 Dollars (\$7,613,300.00)</u>.

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 Beazer Homes Holdings, LLC 310 Commerce, Suite 150 Irvine, CA 92602

IN WITNESS WHEREOF, Contractor has affixed his name, address and see

By Brent M. Ball

Title <u>VP Div Land Development – Southern California</u>

By

Lise M. Cowderoy

Title <u>Authorized Signatory - West Region</u>

COUNTY OF RIVERSIDE

Ву ____

CHUCK WASHINGTON

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,

Clerk of the Board

Deputy

APPROVED AS TO FORM

County Counsel

By Buth

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

Revised 09/29/09

A notary public or other officer completing this certificate is attached, and not	icate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of Orange))
On October 19th, 2017 before me, Ver	ronica Coronado, Notary Public
Date personally appeared Brent M. Ball	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	ry evidence to be the person(s) whose name(s) is/are wledged to me that he/s/re/the/f executed the same in his/her/the/ir signature(s) on the instrument the person(s), acted, executed the instrument.
VERONICA CORONADO Commission # 2138004 Notary Public - California	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.
Orange County My Comm. Expires Dec 22, 2019	Signature of Notary Public
Place Notary Seal Above	DTIONAL
Though this section is optional, completing the	PTIONAL is information can deter alteration of the document or his form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	Number of Pages:
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the le truthfulness, accuracy, or validity of that document.
State of California	
County of Orange	
On October 19th, 2017 before me, Vero	nica Coronado, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Lise M. Cowderoy	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowl	evidence to be the person(s) whose name(s) is/afe edged to me that he/she/they executed the same in sher/their signature(s) on the instrument the person(s), ited, executed the instrument.
VERONICA CORONADO	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California	WITNESS my hand and official seal.
Orange County My Comm. Expires Dec 22, 2019	
	Signatura
	Signature of Notary Public
Place Notary Seal Above	TIONAL
Though this section is optional, completing this	FIONAL information can deter alteration of the document or form to an unintended document.
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document	information can deter alteration of the document or form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date:	information can deter alteration of the document or form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	information can deter alteration of the document or form to an unintended document. Number of Pages: Signer's Name:
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	information can deter alteration of the document or form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General	information can deter alteration of the document or form to an unintended document. Number of Pages: Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	information can deter alteration of the document or form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator	information can deter alteration of the document or form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	information can deter alteration of the document or form to an unintended document. Number of Pages: Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:

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>Beazer Homes Holdings, LLC</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 32185-5, 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 million** two hundred forty-eight thousand five hundred and no/100 Dollars (\$1,248,500.00).

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:

County

Contractor

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

Beazer Homes Holdings, LLC 310 Commerce, Suite 150 Irvine, CA 92602

IN WITNESS WHEREOF, Contractor has affixed his name, addre

By

Brent M. Ball

Title VP Div Land Development – Southern California

By

Lise M. Cowderoy

Title <u>Authorized Signatory - West Region</u>

COUNTY OF RIVERSIDE

CHAIRMAN, BOARD OF SUPERVISORS

CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,

Clerk of the Board

7 / Y VV VV

APPROVED AS TO FORM

County Counsel

D---

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

Revised 09/29/09

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange	
On October 19th, 2017 before me. Veror	nica Coronado, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Brent M. Ball	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/a/e edged to me that he/she/they executed the same in s/he//their signature(s) on the instrument the person(s), ted, executed the instrument.
VERONICA CORONADO Commission # 2138004 Notary Public - California Orange County	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.
My Comm, Expires Dec 22, 2019	Signature of Notary Public
Place Notary Seal Above	TIONAL
Though this section is optional, completing this i	information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Corporate Officer — Title(s):	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	□ Partner — □ Limited □ General□ Individual □ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	
	☐ Other:
Signer Is Representing:	Signer Is Representing:

7-

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California) County of Orange)	
On October 19th, 2017 before me, Vero	nica Coronado, Notary Public
Date personally appeared Lise M. Cowderoy	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that by hor the entity upon behalf of which the person(s) ac	evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), sted, executed the instrument.
VERONICA CORONADO Commission # 2138004	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California Orange County	WITNESS my hand and official seal.
My Comm. Expires Dec 22, 2019	
	Signature of Notary Public
	Signature of Notary Public
Place Notary Seal Above	Signature of Notar y P ublic
Place Notary Seal Above OP Though this section is optional, completing this	Signature of Notary Public TIONAL information can deter alteration of the document or of form to an unintended document.
Place Notary Seal Above OP Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document	Signature of Notaly Public TIONAL information can deter alteration of the document or a form to an unintended document.
Place Notary Seal Above OP Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document:	Signature of Notary Public TIONAL information can deter alteration of the document or a form to an unintended document.
Place Notary Seal Above OP Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document:	Signature of Notaly Public TIONAL information can deter alteration of the document or some form to an unintended document.
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Signature of Notaly Public TIONAL information can deter alteration of the document or some form to an unintended document.
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:	Signature of Notary Public TIONAL information can deter alteration of the document or a form to an unintended document. Number of Pages: Signer's Name:
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Signature of Notary Public TIONAL information can deter alteration of the document or storm to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s):
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General	Signature of Notary Public TIONAL Information can deter alteration of the document or a form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	Signature of Notary Public TIONAL Information can deter alteration of the document or a form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General	Signature of Notary Public TIONAL information can deter alteration of the document or soft form to an unintended document. Number of Pages: Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator
Place Notary Seal Above Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator	Signature of Notaly Public TIONAL information can deter alteration of the document or storm to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact

CONTROL ASMORAN

STREET STREET STREET

WOULD SENT STREET STREET STREET

WOULD SENT STREET STREET STREET

WOULD SENT STREET STREET STREET STREET

WOULD SENT STREET STREET STREET STREET

WOULD SENT STREET STREET STREET STREET STREET

WOULD SENT STREET STREET

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>Beazer Homes Holdings, LLC</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 32185-5, 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 Nine hundred seventy-two thousand and no/100 Dollars (\$972,000.00).

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:

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 Beazer Homes Holdings, LLC 310 Commerce, Suite 150 Irvine, CA 92602

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

 $\mathbf{B}\mathbf{y}$

Brent M. Ball

Title VP Div Land Development - Southern California

By

Lise M. Cowderoy

Title Authorized Signatory - West Region

COUNTY OF RIVERSIDE

 $\mathbf{R}\mathbf{v}$

CHUCK WASHING FON CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,

Clerk of the Board

Ву

APPROVED AS TO FORM

County Counsel

Rv

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

Revised 09/29/09

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	
County of Orange	
On October 19th, 2017 before me, Verd	onica Coronado, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Brent M. Ball	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
VERONICA CORONADO	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2138004 Section Notary Public - California	WITNESS my hand and official seal
Orange County My Comm. Expires Dec 22, 2019	
my Collins. Expired Dec 22, 2013	Signature
	Signature of Notar Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document: Document Date:	
Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County of Orange	,)
On October 19th, 2017 before me. Ver	onica Coronado, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Lise M. Cowderoy	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
VERONICA CORONADO	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2138004 Notary Public - California	WITNESS my hand and official seal.
Orange County	
My Comm. Expires Dec 22, 2019	Signature
	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing thi	PTIONAL ————————————————————————————————————
Though this section is optional, completing thi	· · · · · · · · · · · · · · · · · · ·
Though this section is optional, completing thi fraudulent reattachment of th Description of Attached Document Title or Type of Document:	is information can deter alteration of the document or is form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date:	is information can deter alteration of the document or is form to an unintended document.
Though this section is optional, completing thi fraudulent reattachment of th Description of Attached Document Title or Type of Document:	is information can deter alteration of the document or is form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	is information can deter alteration of the document or is form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	is information can deter alteration of the document or is form to an unintended document. Number of Pages: Signer's Name:
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	is information can deter alteration of the document or is form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General	is information can deter alteration of the document or is form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator	si information can deter alteration of the document or his form to an unintended document. Number of Pages: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator Other:	Signer's Name: Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator Other:
Though this section is optional, completing this fraudulent reattachment of the Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator	Signer's Name: Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator Other:

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>Beazer Homes Holdings, LLC</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 32185-5, 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>One hundred thirty-nine thousand five hundred and no/100 Dollars</u> (\$139,500.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the 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 of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow 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 Beazer Homes Holdings, LLC 310 Commerce, Suite 150 Irvine, CA 92602

IN WITNESS WHEREOF, Contractor has affixed his name, address and sea

By _

Brent M. Ball

Title <u>VP Div Land Development - Southern California</u>

 $\mathbf{B}\mathbf{y}$

Lise M. Cowderoy

Title Authorized Signatory - West Region

COUNTY OF RIVERSIDE

By _

CHUCK WASHINGTON

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,

Clerk of the Board

Deput

APPROVED AS TO FORM

County Counsel

Bv

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

Revised 09/29/09

A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange	
On October 19th, 2017 before me. Vero	onica Coronado, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Brent M. Ball	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are reduced to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
VERONICA CORONADO	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2138004 K Notary Public - California	WITNESS my hand and official seal.
Orange County My Comm. Expires Dec 22, 2019	
an comm. sapres 060 22, 2013	Signature
	Signature of Notary Public
Place Notary Seal Above	OTIONAL
Though this section is optional, completing this	TIONAL s information can deter alteration of the document or s form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document	s information can deter alteration of the document or s form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document:	s information can deter alteration of the document or s form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this	s information can deter alteration of the document or s form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	information can deter alteration of the document or s form to an unintended document. Number of Pages:
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	s information can deter alteration of the document or s form to an unintended document. Number of Pages: Signer's Name:
Though this section is optional, completing this fraudulent reattachment of this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing this fraudulent reattachment of this fraudulent reattachment	Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing this fraudulent reattachment of this fraudulent frau	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:
Though this section is optional, completing this fraudulent reattachment of this fraudulent reattachment reattachment reattachment reattachment reattachment r	Signer's Name: Partner — Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:

TO SERVICE OF THE SER

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California) County of Orange)	
On October 19th, 2017 before me, Verd	onica Coronado, Notary Public
Date personally appeared Lise M. Cowderoy	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/s/e wledged to me that /e/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
VERONICA CORONADO Commission # 2138004 Notary Public - California Orange County	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.
My Comm. Expires Dec 22, 2019	Signature of Notaby Public
Place Notary Seal Above	
Though this section is optional, completing this	erional s information can deter alteration of the document or is form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited

CANTON STANDARD CONTRACTOR CONTRA

ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY **RECORDS MANAGEMENT PROGRAM**

RECORDS TRANSFER LIST, part 1

			1,177	 1.5	
11. W	ork On	aer#	i,		
#29. PE					
	11.00				
1, 17	4.		2.3		

1. Page-- of-

INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original form to the Records Center with the records being transferred

		sted 101111 to (909) 336090	DEPARTMENTAL							
3. DEPARTMENT Clerk of the Board of Supervisors				8. ORG.#			10. DATE	04/10/	/2018	
4. ORGANIZATION County of Riverside-CA.				9. ACCOUNT#			11. MEDIA CODE			
5. ADDRESS 4080 Lemon St., Room 127					12. NO. OF BOXES TRANSFERRED					
спу Riverside, CA. 92501				13. RECORDS TRANSFERRED BY:						
6. MAIL STOP 7. Name PHONE # FAX# 1010 Lorraine Williams 951-955-8092 951-955-1071				14. RECORDS COORDINATOR (must be Authorized):						
15. BOX # (Temp)		SCRIPTION OF RECORDS ame as records series title on	schedule	17. RANG OF YE		18. DESTRUCTION DATE	19. RECOR SERIES TITLE CODE	20. D	PERMA BOX (Barcod	(#
-	Board Date	3 Tract Map 3218 1: 04/10/2018 A" in the French								
	District								/	
,										
										· · · · · · · · · · · · · · · · · · ·
										·
21. RECORDS RECEIVED BY: Leslie Caluza 22. TITLE ACR Tech I 23. RECEIVED VIA: Countier				30. REMARKS						
22. TITLE	ACRTE	ich I	23. RECEIVED VIA:	`	many CORRECTION OF THE PROPERTY OF THE PROPERT				C 20 1020 200	
24. DATE RE			25. TIME RECEIVED:						APR	C S C S C S C S C S C S C S C S C S C S
26. BOXES V	/ERIFIED BY:		27. DATE BOXES VERIFI	ED:		•				SON SUPER STATES OF SUPER STATES OF SUPER STATES OF SUPER SU
28. NAME\D	ATE SCANNED TO I	HOLDING AREA:				29. NAME\DATE	SCANNED	TO LOCAT		SUPERIOR

2018-4-139357



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

SOARD APPROVAL REQUIRED COUNTY COUNSEL APPROVAL		☐ AGREEN	1ENT/CONTRACT	NO.:				
REQUESTED BOARD DATE:	4/10/2018	CAN IT GO AT A LATER DATE: □YES □NO						
		-						
☐ AMENDMENT	NO.	☐ CHAN	GE ORDER	NO.				
☐ RESOLUTION	NO.	☐ ORDIN	NANCE	NO.				
☐ AWARD PACKAGE	☑ FINAL MAP	☐ ACQU	ISITION/EDA	☐ ADVERTISEMENT PACK				
☐ OTHER:		SUPERVI	SORIAL DISTRICT: 1					
PROJECT/SUBJECT:								
FINAL TRACT MAP NO: 321								
DESCRIPTION: APPROVAL C	OF FINAL TRACT MAP AND IMI	PROVEME	NT AGREEMENTS					
CONTRACTING PARTY: DEN	NNIS ODENBAUGH		W.O. NO.:	W.O. NO.: FSM32185-5 (TC-SU21)(DBF)				
PROJECT MANAGER: DENN	IIS ODENBAUGH		EXTENSION: 5-1843					
FORM 11 AUTHOR/CONTAC	CT: DENNIS ODENBAUGH		EXTENSION:					
FISCAL								
AMOUNT: \$ (0)			CHANGE ORDER AMOUNT: \$					
FUNDING SOURCE (S): App	licant Fees		FUNDING S	OURCE(S):				
				,				
·								
ROUTING								
SPECIAL ROUTING INSTRU	CTIONS (e.g., who receives or	riginal agre	ements, companio	n item, rush, etc.):				
THE FINAL TRACT MAP AND	AGREEMENTS ARE TO BE EX	ECUTED B	Y THE CHAIRMAN OI	F THE BOARD. THE FINAL				
TRACT MAP ARE TO BE DEL	IVERED TOGETHER TO THE CO	DUNTY REC	CORDER.	~				
MINUTETRAQ (MT) NO:	TRANS TRACKING ID:		DATE RECEIVED:	INITIALS:				
6703			and the second s					
BOARD ACENDA DATE			DOC ITEL 4 1					
BOARD AGENDA DATE:			BOS ITEM NUMBER	:				

2.8

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

MA

BEING A SUBDIVISION OF A PORTION OF PARCELS 3 AND 4 OF PARCEL MAP NO. 18988, AS PER MAP FILED IN BOOK 117, PAGE 83 AND AND 4 OF PARCEL MAP NO. 18975, AS PER MAP FILED IN BOOK 119, PAGE 13 AND 14 AND A PORTION OF PARCEL 5 OF PARCEL MAP FILED IN BOOK 50, PAGE 32 AND 34 AND A PORTION OF PARCEL 1 OF PARCEL MAP NO. 18236, AS PER MAP FILED IN BOOK 107, PAGE PARCELS 1, 2, 3, AND 4 OF PARCEL MAP NO. 14824, AS PER MAP FILED IN BOOK 112 PAGE 10, ALL OF PARCEL MAPS, ON FILE IN THE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELI

LAND INCLUDED WITHIN THE SUBDIVISION SHOWN DINSENT IS NECESSARY TO PASS A CLEAR TITLE TO RECORDING OF THIS SUBDIVISION MAP AS SHOWN 'ERTY DESCRIBED BELOW IS DEDICATED AS AN H "L", INCLUSIVE. THE DEDICATION IS FOR STREET

DAD) & LOT "B" (WHISPER HEIGHTS PARKWAY) THE TING THIS HIGHWAY AND DURING SUCH TIME WILL ASEMENT OF TRAVEL. ALSO, EXCEPTING ONE 130.19 10 FOOT WIDE ACCESS OPENING FOR LOT 126, BOTH INE 31.10 FOOT WIDE ACCESS OPENING FOR LOT OR WIDTH THAT RESULTS IN THE VACATION S RIGHTS AS TO THE PART VACATED.

AS AN EASEMENT FOR PUBLIC PURPOSES: HOWN HEREON. THE DEDICATION IS FOR THE FACILITIES.

AS AN EASEMENT FOR PUBLIC PURPOSES: AS SHOWN HEREON. THE DEDICATION IS FOR THE ITES.

AS AN EASEMENT FOR PUBLIC PURPOSES: S SHOWN HEREON. THE DEDICATION IS FOR ENTS, FOR THE CONSTRUCTION AND MAINTENANCE

IN FEE TO THE VALLEY-WIDE RECREATION AND FORMA FOR PUBLIC PURPOSES: LYING WITHIN LOTS

IN FEE TO THE VALLEY-WIDE RECREATION AND FORMIA FOR PARK PURPOSES: LOT 123.

AS AN EASEMENT FOR PUBLIC PURPOSES: L OF LOTS 123 ACE, PARK AND LANDSCAPE MAINTENANCE ID PARK DISTRICT.

AS AN EASEMENT FOR PUBLIC PURPOSES: THON IS FOR REGIONAL TRAIL PURPOSES IN FAVOR ACE DISTRICT.

AS AN EASEMENT FOR PUBLIC PURPOSES: A PUBLIC AGENCY ORGANIZED AND EXISTING FRECT LAW OF 1911, ITS SUCCESSORS AND ASSIGNS, STRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, PROVE AND RELOCATE SEWER FACILITIES, ALL AS SIGNATED "SEWER EASEMENT" HEREON, TOGETHER MENT FOR THE PURPOSE OF EXERCISING THE THE RIGHT TO USE THE EASEMENT AREA PROVIDED INGS, MASONRY WALLS, MASONRY FENCES AND PACIFIC COAST LAND CONSULTANTS, INC. SEPTEMBER, 2016

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 \$ 108.400

MARCH 8 20/8 DATE: JON CHRISTENSEN COUNTY TAX COLLECTOR ____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 108,400 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL

CASH OR SURETY BOND JON CHRISTENSEN COUNTY TAX COLLECTOR ___ DEPUTY

BY:

EASTERN MUNICIPAL WATER DISTRICT'S ACCEPTANCE STATEMENT

I HEREBY STATE THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MANICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS SEE APPROPRIED OFFICER. 01/18/18

DATE:

SHEILA ZELAYA SHEILA ZELATA
BOARD SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT, CERTIFICATE OF ACCEPTANCE

THE RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT HERBY ACCEPTS THE DEDICATION OF THE REGIONAL TRAIL EASEMENT. AS SHOWN HEREON, TO VEST TITLE IN THE DISTRICT ON BEHALF OF THE

THIS MAP WAS PREPARED BY WE OR UNDER MY DIRECTION AND IS BASED UPON A FILLU JURNAL IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEALER HOMES ON JANUARY 11, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSTRONS HODROFTED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE MONUMENTS ARE, OR SUBSECTIONALLY APPROVED TENTATIVE MAP. THE SURVEY IS TRUEDED TO THE MAP THE SURVEY IS TRUEDED TO THE MAP. THE SURVEY IS TRUEDED TO THE MAP. AND COMPLETE AS SHOWN.

ò DATE:

L.S. 5928, EXP. 12-31-2018 TELMIC LEI M



COLMITY SURFECTOR'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 WE OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TRY THE MAP OF TRACT NO. 32195 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERWEIGHTS ON NOVEMBER 30, 2004 THE EXPINATION DATE BEING NOVEMBER 30, 2018, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

P.L.S. 74 11 EXPINES 12-31-2018



BOARD OF SUPERMSORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALFORNIA, BY 1TS BCARD 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 MANTAMED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF THE DEDICATIONS MADE HEREON FOR THE STORM DRAIN AND ACCESS EASEMENTS ARE HEREBY NOT ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAWAGE AND ACCESS EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MANIFEMANCE OF DRAWAGE FACULITIES, AND AS PART OF THE COUNTY MANITAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS

DATE: CAST ID

KECIA HARPER-INEM ATTEST:

MANA DOEPUTY CLERK OF THE BOARD OF SUPERWSORS BY: 47055 Lun

.: ::

IP# 170013 SOH. "A" TO DOM COUNTY