

**AGREEMENT FOR PUBLIC IMPROVEMENTS
TRACT 36541-1 SIERRA BELLA, DRAWING. 13-063U
Non-Master Planned - Public Improvements (Zone 5 Emergency Booster Station)**

This Agreement is made and entered into as of this **21st day of June, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Ryland Homes of California, Inc., a Delaware Corporation**, with its principal offices located at, **355 E. Rincon Street, Ste. 300, Corona, CA 92879** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T36541-1- Sierra Bella** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and those requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **One Million, Eight Hundred Thirty-Nine Thousand, Two Hundred Dollars and No Cents (\$1,839,200.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City 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 Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, 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: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

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

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, 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 (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts 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 the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

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

given to the other party by mail, postage prepaid, at the following addresses:

CITY:

Public Works Department
400 S. Vicentia Avenue
Corona. CA 92882

Developer:

Ryland Homes of California, Inc.
355 E. Rincon Street, Ste. 300
Corona. CA 92879

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

**RYLAND HOMES OF CALIFORNIA, INC.,
a Delaware corporation**

By:

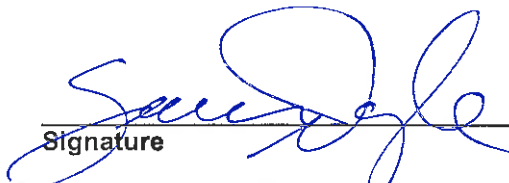


Signature

Martin Langpap, Division President
Print Name

Date

By:



Signature

Sean Doyle, VP Project Development
Print Name

Date

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 Riverside

On April 12, 2017 before me, Jennifer R. Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

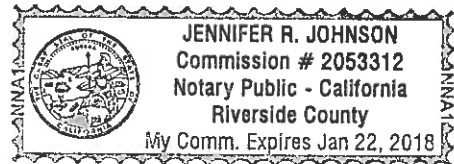


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT A

PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UNINCORPORATED AREA OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL A1: (APN: 275-020-005-5)

THE NORTH HALF OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM OTTO E. THOMAS TO OMER M. SHORT, RECORDED AUGUST 10, 1966, AS INSTRUMENT NO. 55978, OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM R.I. COOK, RECORDED AUGUST 14, 1978, AS INSTRUMENT NO. 170302, OF OFFICIAL RECORDS.

PARCEL A2: (APN: 101-220-003-1)

ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 1 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:

LOT 1, THE EAST HALF OF LOT 2 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A3: (A PORTION OF APN 102-320-016-9)

ALL THAT PORTION OF THE PATENTED PLACER MINE CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO

MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A4: (A PORTION OF APN 102-320-016-9)

ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN GOVERNMENT LOT 4 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A5: (A PORTION OF APN 102-320-016-9)

GOVERNMENT LOT 3 AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL A6: (A PORTION OF APN 102-320-016-9)

GOVERNMENT LOT 6 IN FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, ALSO, TO THE UNITED STATES ALL COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT OF THE UNITED STATES OR ITS PERMITTEES, LESSEES, OR GRANTEEES, TO ENTER UPON SAID LANDS FOR THE PURPOSE OF PROSPECTING FOR AND MINING SUCH DEPOSITS, AS PROVIDED BY THE ACT OF DECEMBER 22, 1928, AS AMENDED BY SAID ACT OF JULY 28, 1953, AS SET FORTH IN THE PATENT RECORDED MARCH 27, 1964, AS INSTRUMENT/FILE NO. 38222 OF OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION OF GOVERNMENT LOT 6 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORDS OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY, RECORDS OF

RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, AS SHOWN BY SAID RECORDS OF SURVEY; THENCE NORTH 0° 25' 50" EAST ALONG THE EASTERLY LINE OF LOT 6, A DISTANCE OF 608.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 25' 50" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, NORTH 89° 34' 10" WEST, A DISTANCE OF 40.00 FEET; THENCE AT A RIGHT ANGLE, SOUTH 0° 25' 50" WEST, PARALLEL TO THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, SOUTH 89° 34' 10" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

AS PER LOT LINE ADJUSTMENT NO. 2096.

PARCEL B:

PARCEL B1: (APN 102-390-043)

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 1, OF TRACT NO. 20872-1, ON FILE IN MAP BOOK 161, PAGES 45 THROUGH 50, INCLUSIVE OF MAPS THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 811.82 FEET; THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 14°00'18" EAST, 44.35 FEET; THENCE NORTH 76°03'12" EAST, 79.05 FEET; THENCE NORTH 30°41'18" EAST, 72.39 FEET; THENCE SOUTH 89°05'52" EAST, 38.18 FEET; THENCE NORTH 52°23'19" WEST, 74.88 FEET; THENCE NORTH 43°03'26" EAST, 79.24 FEET; THENCE NORTH 78°29'53" EAST, 96.66 FEET; THENCE SOUTH 61°59'56" EAST, 28.59 FEET; THENCE NORTH 53°29'49" EAST, 43.02 FEET; THENCE NORTH 57°06'46" EAST, 87.55 FEET; THENCE NORTH 85°07'44" EAST, 159.68 FEET; THENCE NORTH 73°55'56" EAST, 119.77 FEET; THENCE SOUTH 65°10'15" EAST, 31.62 FEET; THENCE NORTH 52°40'30" EAST, 205.23 FEET; THENCE NORTH 38°43'49" WEST, 22.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF TRACT NO. 23741 RECORDED IN MAP BOOK 199, PAGES 75 THROUGH 79, INCLUSIVE OF MAPS THEREOF AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 51°15'06" EAST, A DISTANCE OF 63.17 FEET TO THE EASTERLY CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN RIVER ROAD, SAID LINE BEING PARALLEL WITH AND 50 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GREEN RIVER ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 46°01'25" EAST, A DISTANCE OF 111.55 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE THE

FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 86°32'27" WEST, 13.46 FEET; THENCE SOUTH 36°23'33" WEST, 45.05 FEET; THENCE SOUTH 11°31'24" WEST, 29.03 FEET; THENCE SOUTH 22°45'51" WEST, 39.20 FEET; THENCE SOUTH 15°30'06" WEST, 41.71 FEET; THENCE SOUTH 59°32'26" WEST, 94.85 FEET; THENCE NORTH 89°58'17" WEST, 34.94 FEET; THENCE SOUTH 39°18'51" WEST, 51.73 FEET; THENCE SOUTH 09°28'45" WEST, 9.78 FEET; THENCE SOUTH 08°25'26" EAST, 75.08 FEET; THENCE SOUTH 42°37'12" EAST, 63.70 FEET; THENCE SOUTH 68°57'02" EAST, 23.57 FEET; THENCE SOUTH 25°44'26" EAST, 46.58 FEET; THENCE SOUTH 08°40'00" EAST, 22.69 FEET; THENCE SOUTH 70°38'00" WEST, 62.70 FEET; THENCE NORTH 46°36'19" WEST, 28.09 FEET; THENCE SOUTH 88°04'18" WEST, 63.50 FEET; THENCE SOUTH 70°43'47" WEST, 34.09 FEET; THENCE SOUTH 31°56'24" EAST A DISTANCE OF 226.32 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

PARCEL B2: (APN 102-380-063)

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 134 OF TRACT NO. 22968-1, ON FILE IN MAP BOOK 188, PAGES 65 THROUGH 75, INCLUSIVE OF MAPS THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 2030.61 FEET, AS MEASURED ALONG SAID LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 223.79 FEET; THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES; NORTH 15°24'35" WEST, A DISTANCE OF 36.82 FEET; NORTH 37°54'14" WEST, A DISTANCE OF 101.07 FEET; NORTH 15°37'36" EAST, A DISTANCE OF 30.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 104 OF SAID TRACT NO. 22968-1; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH

30°41'04" EAST, A DISTANCE OF 10.09 FEET TO AN ANGLE POINT THEREIN; THENCE ALONG THE SOUTHERLY LINE OF LOTS 104 AND 103 OF SAID TRACT NO. 22968-1 NORTH 87°11'53" EAST, A DISTANCE OF 96.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 103; THENCE NORTH 12°38'56" EAST ALONG THE EASTERLY LINE OF SAID LOT 103 A DISTANCE OF 129.50 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 103, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 74.00 FEET AND FROM WHICH THE RADIUS POINT BEARS NORTH 39°43'48" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°54'44" AN ARC DISTANCE OF 27.01 FEET TO THE WESTERLY CORNER OF LOT 102 OF SAID TRACT MAP 22968-1; THENCE ALONG SAID WESTERLY LINE SOUTH 29°04'04" EAST, A DISTANCE OF 146.20 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT 102; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 102 AND ITS EASTERLY PROLONGATION NORTH 87°43'15" EAST, A DISTANCE OF 71.72 FEET; THENCE SOUTH 12°22'55" WEST, A DISTANCE OF 49.06 FEET; THENCE SOUTH 03°59'13 EAST, A DISTANCE OF 25.48 FEET; THENCE SOUTH 15°41'26" WEST, A DISTANCE OF 57.09 FEET; THENCE SOUTH 09°44'10" EAST, A DISTANCE OF 89.43 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO

DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTERN PROPERTIES SERVICE CORPORATION, AN ARIZONA CORPORATION DBA AS WSLA DEVELOPMENT CORPORATION IN DEED RECORDED JUNE 30, 1988 AS INSTRUMENT NO. 181236 OF OFFICIAL RECORDS.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR GRADING, DRAINAGE, LANDSCAPING AND CONSTRUCTION PURPOSES AS SET FORTH IN THE CERTAIN EASEMENT AGREEMENT RECORDED MAY 20, 2014 AS INSTRUMENT NO. 2014-0182629 OF OFFICIAL RECORDS OF SAID COUNTY, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF GOVERNMENT LOTS 5 AND 6, AS SHOWN A RECORD OF SURVEY RECORDED IN BOOK 67, PAGE 25, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO LYING ON THE SOUTH LINE OF RANCHO LA SIERRA;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 5, SOUTH 01°16'25" WEST, A DISTANCE OF 516.48 FEET;

THENCE WESTERLY LEAVING SAID WESTERLY LINE, NORTH 88°43'35" WEST, A DISTANCE OF 40.00 FEET. TO A POINT ON LINE BEING PARALLEL WITH AND 40.00 FEET WEST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 01°16'25" WEST, A DISTANCE OF 258.80 FEET;

THENCE EASTERLY LEAVING SAID PARALLEL LINE, SOUTH 88°43'35" EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 01°16'25" WEST, A DISTANCE OF 608.18 FEET, TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID GOVERNMENT LOT 5;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5, SOUTH 89°04'43" EAST, A DISTANCE OF 50.00 FEET, TO A POINT ON A LINE BEING PARALLEL WITH AND 50.00 FEET EAST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 01°16'25" EAST, A DISTANCE OF 657.87 FEET;

THENCE WESTERLY LEAVING SAID PARALLEL LINE, NORTH 88°43'35" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 01°16'25" EAST, A DISTANCE OF 158.80 FEET;

THENCE SOUTH 88°43'35" EAST, A DISTANCE OF 70.00 FEET, TO A POINT ON A LINE BEING PARALLEL WITH AND 80.00 FEET EAST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 01°16'25" EAST, A DISTANCE OF 548.41 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT 5 AND SOUTH LINE OF RANCHO LA SIERRA;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 75°59'49" WEST, A DISTANCE OF 82.02 FEET, TO THE POINT OF BEGINNING.

PARCEL D:

PARCEL D1: (APN Portion of 102-390-041)

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF TRACT 23741, ON FILE IN MAP

BOOK 199, PAGES 75 THROUGH 79 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE SOUTHEASTERLY LINE OF LOT 1 OF SAID TRACT 23741, NORTH 51°15'06" EAST, A DISTANCE OF 158.73 FEET, TO AN ANGLE POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEARS SOUTH 51°15'06" WEST, 63.17 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID DEED;

THENCE, ALONG SAID NORTHWESTERLY LINE OF SAID DEED, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38°43'49" EAST, 22.84 FEET;

SOUTH 52°40'30" WEST, 205.23 FEET;

NORTH 65°10'15" WEST, 31.62 FEET;

SOUTH 73°55'56" WEST, 119.77 FEET;

SOUTH 85°07'44" WEST, 159.68 FEET;

SOUTH 57°06'46" WEST, 87.55 FEET;

SOUTH 53°29'49" WEST, 43.02 FEET;

NORTH 61°59'56" WEST, 11.08 FEET;

THENCE, LEAVING THE NORTHWESTERLY LINE OF SAID DEED, NORTH 53°29'49" EAST, A DISTANCE OF 48.11 FEET;

THENCE NORTH 57°09'28" EAST, A DISTANCE OF 265.72 FEET; THENCE NORTH 10°24'46" EAST, A DISTANCE OF 18.06 FEET;

THENCE NORTH 15°58'22" EAST, A DISTANCE OF 56.16 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF LOT I OF SAID TRACT 23741;

THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 1, SOUTH 69°55'44" EAST, A DISTANCE OF 76.35 FEET;

THENCE SOUTH 42°25'06" EAST, A DISTANCE OF 53.05 FEET;

THENCE SOUTH 58°53'32" EAST, A DISTANCE OF 67.45 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

PARCEL D2: (APN Portion of 102-390-042)

COMMENCING AT THE MOST EASTERLY CORNER OF TRACT 23741, ON FILE IN MAP BOOK 199, PAGES 75 THROUGH 79 THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID DEED AND THE SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, 100 FEET WIDE, SOUTH

46°01'25" EAST, A DISTANCE OF 111.55 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, SOUTH 46°01'25" EAST, A DISTANCE OF 149.10 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43°58'35" WEST, 13.04 FEET;

SOUTH 64°43'56" WEST, 59.16 FEET;

NORTH 60°49'02" WEST, 32.16 FEET;

NORTH 81°23'06" WEST, 28.80 FEET;

SOUTH 78°23'16" WEST, 21.39 FEET;

SOUTH 33°20'49" WEST, 4.55 FEET;

SOUTH 38°59'52" EAST, 84.04 FEET;

SOUTH 51°00'08" WEST, 47.95 FEET;

NORTH 38°59'52" WEST, 81.47 FEET;

SOUTH 59°32'26" WEST, 91.70 FEET;

NORTH 89°58'17" WEST, 36.99 FEET;

THENCE SOUTH 74°34'08" WEST A DISTANCE OF 19.18 FEET TO A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SAID POINT BEARS SOUTH 39°18'51" WEST, 25.99 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH, 39°18'51" WEST, 51.73'";

THENCE, ALONG SAID EASTERLY LINE OF SAID DEED, NORTH 39°18'51" EAST, A DISTANCE OF 25.99 FEET TO SAID NORTHEASTERLY TERMINUS OF SAID COURSE;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID DEED, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°58'17" EAST, 34.94 FEET;

NORTH 59°32'26" EAST, 94.85 FEET;

NORTH 15°30'06" EAST, 41.71 FEET;

NORTH 22°45'51" EAST, 39.20 FEET;

NORTH 11°31 '24" EAST, 29.03 FEET;

NORTH 36°23'33" EAST, 45.05 FEET;

THENCE NORTH 86°32'27" EAST, A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$ 1,839,200.00
Labor and Material	\$ 919,600.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Sierra Bella - Tract 36541-1
Location: Zone 5 Emergency Booster Station
DWG No: 13-083U

DATE: 03/23/2017

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	_____	_____	_____
2 Master-Planned R/W (Public) Improvements	_____	_____	_____
3 Interim Improvements (not including Grading Work)	_____	_____	_____
4 On-Site Public Improvements	\$ 1,414,750.00	\$1,839,200.00	\$919,600.00
5 On-site Non-public Improvements	_____	_____	_____
6 Additional Bond Improvements (beyond typical)	_____	_____	_____

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

Stephen M. Nielsen
Stephen M. Nielsen
Engineer's Name & Signature

DEXTER WILSON ENGINEERING, INC.
Company

(760) 438-4422 / steve@dwilsoneng.com
Tel No/Email



WET STAMP & DATE

SIERRA BELLA WATER BOOSTER STATION CONSTRUCTION COST ESTIMATE 12/1/2016	
Description	Total Cost, \$
Miscellaneous	70,000
Site Work	129,500
Outdoor Mechanical	400,000
Site piping	46,500
Control Building	163,000
Pump Room Mechanical	255,750
Electrical	350,000
SUBTOTAL	\$1,414,750
Contingency (20%)	282,950
TOTAL	\$1,697,700



**AGREEMENT FOR PUBLIC IMPROVEMENTS
TRACT 36541-1 SIERRA BELLA, DRAWING. 13-040W
Non-Master Planned - Public Improvements (Booster Station Retaining Wall)**

This Agreement is made and entered into as of this **21st day of June, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Ryland Homes of California, Inc., a Delaware Corporation**, with its principal offices located at, **355 E. Rincon Street, Ste. 300, Corona, CA 92879** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T36541-1- Sierra Bella** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48) months** from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and those requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Sixty-Four Thousand Dollars and No Cents (\$64,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City 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 Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, 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: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

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

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, 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 (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time may be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts 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 the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

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

CITY:

Public Works Department
400 S. Vicentia Avenue
Corona. CA 92882

Developer:

Ryland Homes of California, Inc.
355 E. Rincon Street, Ste. 300
Corona. CA 92879

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

**RYLAND HOMES OF CALIFORNIA, INC.,
a Delaware corporation**

By:



Signature

Martin Langpap, Division President
Print Name

Date

By:



Signature

Sean Doyle, VP Project Development
Print Name

Date

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK. COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 Riverside

On April 12, 2017 before me, Jennifer R. Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

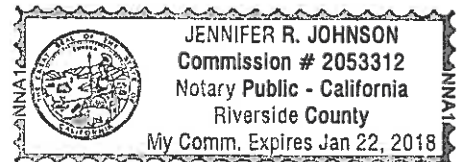


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT A

PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UNINCORPORATED AREA OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL A1: (APN: 275-020-005-5)

THE NORTH HALF OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM OTTO E. THOMAS TO OMER M. SHORT, RECORDED AUGUST 10, 1966, AS INSTRUMENT NO. 55978, OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM R.I. COOK, RECORDED AUGUST 14, 1978, AS INSTRUMENT NO. 170302, OF OFFICIAL RECORDS.

PARCEL A2: (APN: 101-220-003-1)

ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 1 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:

LOT 1, THE EAST HALF OF LOT 2 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A3: (A PORTION OF APN 102-320-016-9)

ALL THAT PORTION OF THE PATENTED PLACER MINE CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO

MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A4: (A PORTION OF APN 102-320-016-9)

ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN GOVERNMENT LOT 4 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.

PARCEL A5: (A PORTION OF APN 102-320-016-9)

GOVERNMENT LOT 3 AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL A6: (A PORTION OF APN 102-320-016-9)

GOVERNMENT LOT 6 IN FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING, ALSO, TO THE UNITED STATES ALL COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT OF THE UNITED STATES OR ITS PERMITTEES, LESSEES, OR GRANTEES, TO ENTER UPON SAID LANDS FOR THE PURPOSE OF PROSPECTING FOR AND MINING SUCH DEPOSITS, AS PROVIDED BY THE ACT OF DECEMBER 22, 1928, AS AMENDED BY SAID ACT OF JULY 28, 1953, AS SET FORTH IN THE PATENT RECORDED MARCH 27, 1964, AS INSTRUMENT/FILE NO. 38222 OF OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION OF GOVERNMENT LOT 6 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORDS OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY, RECORDS OF

RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, AS SHOWN BY SAID RECORDS OF SURVEY; THENCE NORTH 0° 25' 50" EAST ALONG THE EASTERLY LINE OF LOT 6, A DISTANCE OF 608.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 25' 50" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, NORTH 89° 34' 10" WEST, A DISTANCE OF 40.00 FEET; THENCE AT A RIGHT ANGLE, SOUTH 0° 25' 50" WEST, PARALLEL TO THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, SOUTH 89° 34' 10" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

AS PER LOT LINE ADJUSTMENT NO. 2096.

PARCEL B:

PARCEL B1: (APN 102-390-043)

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 1, OF TRACT NO. 20872-1, ON FILE IN MAP BOOK 161, PAGES 45 THROUGH 50, INCLUSIVE OF MAPS THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 811.82 FEET; THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 14°00'18" EAST, 44.35 FEET; THENCE NORTH 76°03'12" EAST, 79.05 FEET; THENCE NORTH 30°41'18" EAST, 72.39 FEET; THENCE SOUTH 89°05'52" EAST, 38.18 FEET; THENCE NORTH 52°23'19" WEST, 74.88 FEET; THENCE NORTH 43°03'26" EAST, 79.24 FEET; THENCE NORTH 78°29'53" EAST, 96.66 FEET; THENCE SOUTH 61°59'56" EAST, 28.59 FEET; THENCE NORTH 53°29'49" EAST, 43.02 FEET; THENCE NORTH 57°06'46" EAST, 87.55 FEET; THENCE NORTH 85°07'44" EAST, 159.68 FEET; THENCE NORTH 73°55'56" EAST, 119.77 FEET; THENCE SOUTH 65°10'15" EAST, 31.62 FEET; THENCE NORTH 52°40'30" EAST, 205.23 FEET; THENCE NORTH 38°43'49" WEST, 22.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF TRACT NO. 23741 RECORDED IN MAP BOOK 199, PAGES 75 THROUGH 79, INCLUSIVE OF MAPS THEREOF AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 51°15'06" EAST, A DISTANCE OF 63.17 FEET TO THE EASTERLY CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN RIVER ROAD, SAID LINE BEING PARALLEL WITH AND 50 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GREEN RIVER ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 46°01'25" EAST, A DISTANCE OF 111.55 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE THE

FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 86°32'27" WEST, 13.46 FEET; THENCE SOUTH 36°23'33" WEST, 45.05 FEET; THENCE SOUTH 11°31'24" WEST, 29.03 FEET; THENCE SOUTH 22°45'51" WEST, 39.20 FEET; THENCE SOUTH 15°30'06" WEST, 41.71 FEET; THENCE SOUTH 59°32'26" WEST, 94.85 FEET; THENCE NORTH 89°58'17" WEST, 34.94 FEET; THENCE SOUTH 39°18'51" WEST, 51.73 FEET; THENCE SOUTH 09°28'45" WEST, 9.78 FEET; THENCE SOUTH 08°25'26" EAST, 75.08 FEET; THENCE SOUTH 42°37'12" EAST, 63.70 FEET; THENCE SOUTH 68°57'02" EAST, 23.57 FEET; THENCE SOUTH 25°44'26" EAST, 46.58 FEET; THENCE SOUTH 08°40'00" EAST, 22.69 FEET; THENCE SOUTH 70°38'00" WEST, 62.70 FEET; THENCE NORTH 46°36'19" WEST, 28.09 FEET; THENCE SOUTH 88°04'18" WEST, 63.50 FEET; THENCE SOUTH 70°43'47" WEST, 34.09 FEET; THENCE SOUTH 31°56'24" EAST A DISTANCE OF 226.32 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

PARCEL B2: (APN 102-380-063)

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 134 OF TRACT NO. 22968-1, ON FILE IN MAP BOOK 188, PAGES 65 THROUGH 75, INCLUSIVE OF MAPS THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY OF SAID RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 2030.61 FEET, AS MEASURED ALONG SAID LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 223.79 FEET; THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES; NORTH 15°24'35" WEST, A DISTANCE OF 36.82 FEET; NORTH 37°54'14" WEST, A DISTANCE OF 101.07 FEET; NORTH 15°37'36" EAST, A DISTANCE OF 30.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 104 OF SAID TRACT NO. 22968-1; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH

30°41'04" EAST, A DISTANCE OF 10.09 FEET TO AN ANGLE POINT THEREIN; THENCE ALONG THE SOUTHERLY LINE OF LOTS 104 AND 103 OF SAID TRACT NO. 22968-1 NORTH 87°11'53" EAST, A DISTANCE OF 96.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 103; THENCE NORTH 12°38'56" EAST ALONG THE EASTERLY LINE OF SAID LOT 103 A DISTANCE OF 129.50 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 103, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 74.00 FEET AND FROM WHICH THE RADIUS POINT BEARS NORTH 39°43'48" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°54'44" AN ARC DISTANCE OF 27.01 FEET TO THE WESTERLY CORNER OF LOT 102 OF SAID TRACT MAP 22968-1; THENCE ALONG SAID WESTERLY LINE SOUTH 29°04'04" EAST, A DISTANCE OF 146.20 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT 102; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 102 AND ITS EASTERLY PROLONGATION NORTH 87°43'15" EAST, A DISTANCE OF 71.72 FEET; THENCE SOUTH 12°22'55" WEST, A DISTANCE OF 49.06 FEET; THENCE SOUTH 03°59'13 EAST, A DISTANCE OF 25.48 FEET; THENCE SOUTH 15°41'26" WEST, A DISTANCE OF 57.09 FEET; THENCE SOUTH 09°44'10" EAST, A DISTANCE OF 89.43 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO

DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTERN PROPERTIES SERVICE CORPORATION, AN ARIZONA CORPORATION DBA AS WSLA DEVELOPMENT CORPORATION IN DEED RECORDED JUNE 30, 1988 AS INSTRUMENT NO. 181236 OF OFFICIAL RECORDS.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR GRADING, DRAINAGE, LANDSCAPING AND CONSTRUCTION PURPOSES AS SET FORTH IN THE CERTAIN EASEMENT AGREEMENT RECORDED MAY 20, 2014 AS INSTRUMENT NO. 2014-0182629 OF OFFICIAL RECORDS OF SAID COUNTY, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF GOVERNMENT LOTS 5 AND 6, AS SHOWN A RECORD OF SURVEY RECORDED IN BOOK 67, PAGE 25, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO LYING ON THE SOUTH LINE OF RANCHO LA SIERRA;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 5, SOUTH $01^{\circ}16'25''$ WEST, A DISTANCE OF 516.48 FEET;

THENCE WESTERLY LEAVING SAID WESTERLY LINE, NORTH $88^{\circ}43'35''$ WEST, A DISTANCE OF 40.00 FEET. TO A POINT ON LINE BEING PARALLEL WITH AND 40.00 FEET WEST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH $01^{\circ}16'25''$ WEST, A DISTANCE OF 258.80 FEET;

THENCE EASTERLY LEAVING SAID PARALLEL LINE, SOUTH $88^{\circ}43'35''$ EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH $01^{\circ}16'25''$ WEST, A DISTANCE OF 608.18 FEET, TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID GOVERNMENT LOT 5;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5, SOUTH $89^{\circ}04'43''$ EAST, A DISTANCE OF 50.00 FEET, TO A POINT ON A LINE BEING PARALLEL WITH AND 50.00 FEET EAST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH $01^{\circ}16'25''$ EAST, A DISTANCE OF 657.87 FEET;

THENCE WESTERLY LEAVING SAID PARALLEL LINE, NORTH 88°43'35" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 01°16'25" EAST, A DISTANCE OF 158.80 FEET;

THENCE SOUTH 88°43'35" EAST, A DISTANCE OF 70.00 FEET, TO A POINT ON A LINE BEING PARALLEL WITH AND 80.00 FEET EAST, MEASURED AT RIGHT ANGLES, OF SAID WESTERLY LINE OF GOVERNMENT LOT 5;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 01°16'25" EAST, A DISTANCE OF 548.41 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT 5 AND SOUTH LINE OF RANCHO LA SIERRA;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 75°59'49" WEST, A DISTANCE OF 82.02 FEET, TO THE POINT OF BEGINNING.

PARCEL D:

PARCEL D1: (APN Portion of 102-390-041)

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF TRACT 23741, ON FILE IN MAP

BOOK 199, PAGES 75 THROUGH 79 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE SOUTHEASTERLY LINE OF LOT 1 OF SAID TRACT 23741, NORTH 51°15'06" EAST, A DISTANCE OF 158.73 FEET, TO AN ANGLE POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEARS SOUTH 51°15'06" WEST, 63.17 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID DEED;

THENCE, ALONG SAID NORTHWESTERLY LINE OF SAID DEED, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 38°43'49" EAST, 22.84 FEET;

SOUTH 52°40'30" WEST, 205.23 FEET;

NORTH 65°10'15" WEST, 31.62 FEET;

SOUTH 73°55'56" WEST, 119.77 FEET;

SOUTH 85°07'44" WEST, 159.68 FEET;

SOUTH 57°06'46" WEST, 87.55 FEET;

SOUTH 53°29'49" WEST, 43.02 FEET;

NORTH 61°59'56" WEST, 11.08 FEET;

THENCE, LEAVING THE NORTHWESTERLY LINE OF SAID DEED, NORTH 53°29'49" EAST, A DISTANCE OF 48.11 FEET;

THENCE NORTH 57°09'28" EAST, A DISTANCE OF 265.72 FEET; THENCE NORTH 10°24'46" EAST, A DISTANCE OF 18.06 FEET;

THENCE NORTH 15°58'22" EAST, A DISTANCE OF 56.16 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF LOT 1 OF SAID TRACT 23741;

THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 1, SOUTH 69°55'44" EAST, A DISTANCE OF 76.35 FEET;

THENCE SOUTH 42°25'06" EAST, A DISTANCE OF 53.05 FEET;

THENCE SOUTH 58°53'32" EAST, A DISTANCE OF 67.45 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

PARCEL D2: (APN Portion of 102-390-042)

COMMENCING AT THE MOST EASTERLY CORNER OF TRACT 23741, ON FILE IN MAP BOOK 199, PAGES 75 THROUGH 79 THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID DEED AND THE SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, 100 FEET WIDE, SOUTH

46°01'25" EAST, A DISTANCE OF 111.55 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, SOUTH 46°01'25" EAST, A DISTANCE OF 149.10 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 43°58'35" WEST, 13.04 FEET;

SOUTH 64°43'56" WEST, 59.16 FEET;

NORTH 60°49'02" WEST, 32.16 FEET;

NORTH 81°23'06" WEST, 28.80 FEET;

SOUTH 78°23'16" WEST, 21.39 FEET;

SOUTH 33°20'49" WEST, 4.55 FEET;

SOUTH 38°59'52" EAST, 84.04 FEET;

SOUTH 51°00'08" WEST, 47.95 FEET;

NORTH 38°59'52" WEST, 81.47 FEET;

SOUTH 59°32'26" WEST, 91.70 FEET;

NORTH 89°58'17" WEST, 36.99 FEET;

THENCE SOUTH 74°34'08" WEST A DISTANCE OF 19.18 FEET TO A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SAID POINT BEARS SOUTH 39°18'51" WEST, 25.99 FEET FROM THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH, 39°18'51" WEST, 51.73'";

THENCE, ALONG SAID EASTERLY LINE OF SAID DEED, NORTH 39°18'51" EAST, A DISTANCE OF 25.99 FEET TO SAID NORTHEASTERLY TERMINUS OF SAID COURSE;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID DEED, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°58'17" EAST, 34.94 FEET;

NORTH 59°32'26" EAST, 94.85 FEET;

NORTH 15°30'06" EAST, 41.71 FEET;

NORTH 22°45'51" EAST, 39.20 FEET;

NORTH 11°31 '24" EAST, 29.03 FEET;

NORTH 36°23'33" EAST, 45.05 FEET;

THENCE NORTH 86°32'27" EAST, A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.

ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$ 64,000.00
Labor and Material	\$ 32,000.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Sierra Bella / Tract 36541-1, -2 Verdura Retaining Wall
Location: Corona, CA
DWG No: 13-040W

DATE: 3/7/17

Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u>	<u>Labor & Materials</u>
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)	\$49,230.00	\$64,000.00	\$32,000.00

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction cost
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

Niklas Jansson

Engineer's Name & Signature

Soil Retention Designs, Inc.

Company

(760) 966-6090 / njansson@soilretention.com

Tel No/Email



WET STAMP & DATE

**AGREEMENT FOR SURVEY MONUMENTATION
TRACT MAP 36541-1 – SIERRA BELLA PHASE I**

This Agreement is entered into as of this **21st day of June, 2017**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Ryland Homes of California, Inc., a Delaware Corporation** with its principal office located at **355 E. Rincon Street, Ste. 300, Corona, CA 92879** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tract Map 36541-1** (hereinafter referred to as **T36541-1** map") has submitted to the City for its approval and subsequent recordation a final map prepared by Proactive Engineering Consultants, Inc. containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **T36541-1** prior to having interior monuments set for said **T36541-1** Map, and in consideration has instructed to certify on said **T36541-1** Map that monuments will be set within **ONE YEAR** after recordation of **T36541-1** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Twelve Thousand, Nine Hundred, Twenty Dollars and No Cents (\$12,920.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.


NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
Public Works Department
400 S. Vicentia Avenue
Corona. CA 92882

Developer:
Ryland Homes of California, Inc.
355 E. Rincon Street, Ste. 300
Corona. CA 92879

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

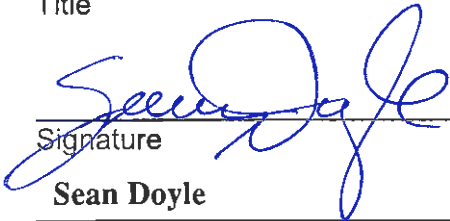
RYLAND HOMES OF CALIFORNIA, INC.
a Delaware corporation

By: 

Signature
Martin Langpap

Print Name
Division President

Title

By: 

Signature
Sean Doyle

Print Name
VP Project Development

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE
DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK, COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 Riverside)

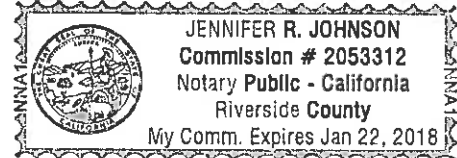
On April 12, 2017 before me, Jennifer R. Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PROFESSIONAL LAND SURVEYING, INC.

• Engineering and Land Use Consultants •

March 22, 2017

City of Corona
Public Works
400 S. Vicentia Avenue
Corona, Ca 92882

RE: Final Monumentation-Tract Map No. 36541-1

Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Tract Map No. 36541-1 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be \$12,920.00

This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,



Miguel A. Villaseñor
PLS 8509, Expires 12/31/18

Date 3/22/17



**AGREEMENT FOR SURVEY MONUMENTATION
TRACT MAP 36541-2 – SIERRA BELLA PHASE 2**

This Agreement is entered into as of this **21ST day of June, 2017**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Ryland Homes of California, Inc., a Delaware Corporation** with its principal office located at **355 E. Rincon Street, Ste. 300, Corona, CA 92879** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tract Map 36541-2** (hereinafter referred to as **T36541-2 map**) has submitted to the City for its approval and subsequent recordation a final map prepared by Proactive Engineering Consultants, Inc. containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **T36541-2** prior to having interior monuments set for said **T36541-2 Map**, and in consideration has instructed to certify on said **T36541-2 Map** that monuments will be set within **ONE YEAR** after recordation of **T36541-2 Map**. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Ten Thousand, Seven Hundred, Ten Dollars and No Cents (\$10,710.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:


Public Works Department
400 S. Vicentia Avenue
Corona. CA 92882

Developer:

Ryland Homes of California, Inc.
355 E. Rincon Street, Ste. 300
Corona. CA 92879

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

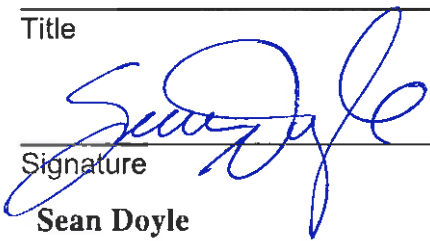
RYLAND HOMES OF CALIFORNIA, INC.
a Delaware corporation

By: 

Signature
Martin Langpap

Print Name
Division President

Title

By: 

Signature
Sean Doyle

Print Name
VP Project Development

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE
DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK. COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 Riverside

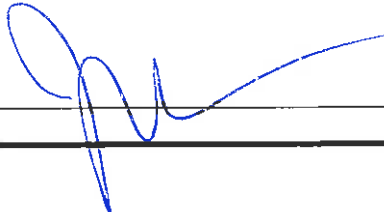
On April 12, 2017 before me, Jennifer R. Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



PROFESSIONAL LAND SURVEYING, INC.

• Engineering and Land Use Consultants •

March 22, 2017

City of Corona
Public Works
400 S. Vicentia Avenue
Corona, Ca 92882

RE: Final Monumentation-Tract Map No. 36541-2

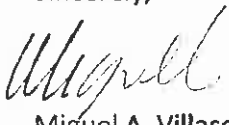
Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Tract Map No. 36541-2 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be \$10,710.00

This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,



Miguel A. Villaseñor
PLS 8509, Expires 12/31/18

Date 3/22/17



**AGREEMENT FOR SURVEY MONUMENTATION
TRACT MAP 36541 – SIERRA BELLA PHASE 3 (FINAL)**

This Agreement is entered into as of this **21st day of June, 2017**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Ryland Homes of California, Inc., a Delaware Corporation** with its principal office located at **355 E. Rincon Street, Ste. 300, Corona, CA 92879** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tract Map 36541** (hereinafter referred to as **T36541** map") has submitted to the City for its approval and subsequent recordation a final map prepared by Proactive Engineering Consultants, Inc. containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **T36541** prior to having interior monuments set for said **T36541** Map, and in consideration has instructed to certify on said **T36541** Map that monuments will be set within **ONE YEAR** after recordation of **T36541** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Seventeen Thousand Dollars and No Cents (\$17,000.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

Public Works Department
400 S. Vicentia Avenue
Corona. CA 92882

Developer:

Ryland Homes of California, Inc.
355 E. Rincon Street, Ste. 300
Corona. CA 92879

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

RYLAND HOMES OF CALIFORNIA, INC.
a Delaware corporation

By:


Signature

Martin Langpap

Print Name

Division President

Title

By:


Signature

Sean Doyle

Print Name

VP Project Development

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE
DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 Riverside)

On April 12, 2017 before me, Jennifer R. Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



PROFESSIONAL LAND SURVEYING, INC.

• Engineering and Land Use Consultants •

March 22, 2017

City of Corona
Public Works
400 S. Vicentia Avenue
Corona, Ca 92882

RE: Final Monumentation-Tract Map No. 36541

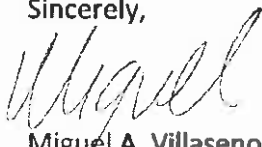
Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Tract Map No. 36541 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be \$17,000.00

This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,



Miguel A. Villaseñor
PLS 8509, Expires 12/31/18

Date 3/22/17

