

**AGREEMENT FOR PUBLIC IMPROVEMENTS
TENTATIVE TRACT MAP 36541 SIERRA BELLA, DRAWING. 13-040HI
Public Landscape Improvements**

This Agreement is made and entered into as of this **18th day of April, 2018**, 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 **TTM 36541** 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 **Four Hundred Twelve Thousand Dollars and No Cents (\$412,000.00)**. 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
Geoff Smith
Print Name
April 9, 2018
Date

By: _____
Signature

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }

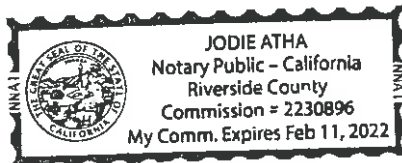
On April 9, 2018 before me, Jodie Atha, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Groff Smith
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jodie Atha
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

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	\$ 412,000.00
Labor and Material	\$ 206,000.00

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

Project: SIERRA BELLA DR. LMD
Location: SIERRA BELLA DR. ; GREEN RIVER ROAD
DWG No: 13-040H1

DATE: 04-02-18

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 RW (Public) Improvements	<u>\$36,892.00</u>	<u>\$412,000.00</u>	<u>\$206,000.00</u>
2 Master-Planned RW (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)			

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:

JEFFREY TROJANOWSKI
Engineer's Name & Signature
BMLA
Company
951-737-1124 x 128
Tel No/Email

WET STAMP & DATE

jeff@bmla.net



ESTIMATE OF PROBABLE COST FOR LANDSCAPE DEVELOPMENT
 PREPARED BY BAXTER MILLER LANDSCAPE ARCHITECTS
 CITY OF CORONA
 SIERRA BELLA DRIVE LMD PARKWAY PLANS

4/2/2018

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
HARDSCAPE				
6" MOW CURB	761 L.F.	\$	10.00	7,610.00
3/8" PEBBLE	935 S.F.	\$	6.00	5,610.00
4"-8" COBBLE	965 S.F.	\$	6.00	5,790.00
BOULDERS	1 ALLOW	\$	5,000.00	5,000.00
				<u>24,010.00</u>
PLANTING				
SOIL PREP	74,935 S.F.	\$	0.15	11,240.25
BARK MULCH	74,935 S.F.	\$	0.25	18,733.75
GROUND COVER	181 S.F.	\$	0.12	19.32
1 GALLON	1,767 EACH	\$	6.00	10,602.00
5 GALLON	1,449 EACH	\$	16.50	23,908.50
15 GALLON	134 EACH	\$	150.00	20,100.00
24" BOX	32 EACH	\$	300.00	9,600.00
60" BOX	5 EACH	\$	3,000.00	15,000.00
				<u>109,203.82</u>
IRRIGATION				
DRIP IRRIGATION	74,935 S.F.	\$	2.00	149,870.00
CONTROLLER	1 EACH	\$	5,000.00	5,000.00
				<u>154,870.00</u>
SUBTOTAL				288,083.82
CONTINGENCY 10%				28,808.38
TOTAL				316,892.20

JEFFREY TROJANOWSKI
 BMLA
 951-737-1124 x128
 jefft@bmla.net

