

**AGREEMENT FOR PUBLIC IMPROVEMENTS
TENTATIVE TRACT MAP 31373, DRAWING 16-004S
Non-Master Plan Public Improvements**

This Agreement is made and entered into as of this **18th day of July, 2018**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Corona-Upper Drive 25, LLC, a Delaware Limited Liability Company**, with its principal offices located at, **110 N. Lincoln Avenue, Suite 100, Corona, CA 92882** (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 31373** 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 that such 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 **Two Million, Two Hundred Twenty-Seven Thousand, Six Hundred Dollars and No Cents (\$2,227,600.00)**. 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:
Corona-Upper Drive 25, LLC
110 N. Lincoln Avenue, Suite 100
Corona, CA 92882

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

Corona-Upper Drive 25, LLC,
a Delaware Limited Liability Company
By: *Griffin Residential III, LLC*
a California limited liability company

By: _____

Signature

IAN GRIFFIN

Print Name

MANAGER

Title

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

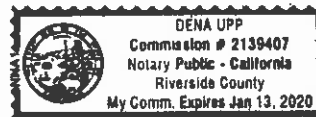
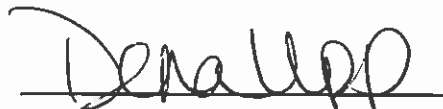
County of Riverside

On June 26, 2018 before me, Dena Upp, A Notary Public personally appeared Ian Griffin 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
LEGAL DESCRIPTION

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

PARCEL A: (APN: 116-320-002-7, 003-8, AND 017-1)

PARCELS 1, 2 AND 3 AS SHOWN BY PARCEL MAP 22413 ON FILE IN BOOK 151 PAGES 15 AND 16 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLAYS, GRAVELS AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF THE LAND FOR PURPOSES OF PROSPECTING, EXPLORING OR EXTRACTING SAID SAND, GRAVEL OR MINERALS, OR ANY RIGHT OF INGRESS OR EGRESS OVER SAID LAND FOR SAID PURPOSES, AS SHOWN BY INSTRUMENTS RECORDED DECEMBER 22, 1956 IN BOOK 2017 PAGE 34 AND NOVEMBER 15, 1961 AS INSTRUMENT NO. 98454 BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 116-320-015-9 AND 116-320-016-0)

LOT 6 AND LETTERED LOTS V AND W OF TRACT 24089-R, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 254, PAGES 11 THROUGH 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY CORPORATION OF THE PRESIDENT OF THE SAN BERNARDINO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A CORPORATION SOLE, IN DOCUMENT RECORDED SEPTEMBER 22, 1983, AS INSTRUMENT NO. 194547 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACTS 25470-1; 25470-2; 25470; AND 25467, AS SHOWN BY MAPS ON FILE IN BOOK 272, PAGES 66 THROUGH 68; BOOK 273, PAGES 1 THROUGH 8; AND BOOK 293, PAGES 31 THROUGH 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO STONEFIELD CORONA II, L.P., A CALIFORNIA LIMITED PARTNERSHIP, BY A DOCUMENT RECORDED MAY 11, 2001 AS INSTRUMENT NO. 2001-206625 OFFICIAL RECORDS.

NOTE: A PORTION OF SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL ON TRACT MAP 29481, AS SHOWN BY MAP ON FILE IN BOOK 301, PAGES 71 THROUGH 80, OF MAPS, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL C: (116-320-028-1)

THAT PORTION OF LOT(S) 376 OF CHASE PLANTATION, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED AS PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY, AT PAGE(S) 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A) LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL(S) 3 AND 4 OF PARCEL MAP NO. 22413, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 151, PAGE(S) 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 00° 22' EAST ALONG THE WEST LINE OF PARCEL 34 A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING OF THE NORTH LINE TO BE DESCRIBED; THENCE NORTH 87° 27' 30" EAST 90.00 FEET; THENCE NORTH 42° 16' 00" EAST 65 FEET; THENCE NORTH 81° 02' 0" EAST 82 FEET; THENCE NORTH 39° 52' 00" EAST 190 FEET; THENCE SOUTH 89° 17' 00" EAST 131 FEET; THENCE NORTH 44° 46' 30" EAST 60 FEET; THENCE NORTH 86° 45' 30" EAST 100 FEET; THENCE NORTH 70° 13' 30" EAST 38.31 FEET; THENCE NORTH 70° 13' 30" EAST 66 FEET; THENCE NORTH 53° 29' 00" EAST 428.87 FEET TO THE END OF SAID NORTH LINE OF THE SOUTH LINE OF SAID PARCELS 3 AND 4 AND THE NORTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

B) LYING NORTHERLY OF THE NORTH LINE OF GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE), SAID NORTHERLY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 89° 38' 00" EAST 108 FEET; THENCE NORTH 54° 39' 00" EAST 317.68 FEET; THENCE NORTH 77° 04' 30" EAST 324.66 FEET; THENCE NORTH 49° 40' 30" EAST 484.26 FEET TO THE END OF SAID NORTH LINE OF SAID GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE) AND THE SOUTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

C) LYING EAST OF THE WEST LINE OF LESTER AVENUE (PRIVATE ROAD) AS THE SAME IS DELINEATED ON PARCEL MAP NO. 25817, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 185, PAGES 84 THROUGH 86, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 116-320-002-7, 116-320-015-9, 116-320-003-8, 116-320-028-1, 116-320-016-0, 116-320-017-1

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

SEE ATTACHED

Faithful Performance	\$ 2,227,600.00
Labor and Material	\$ 1,113,800.00

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

Project: NOVA HOMES Tr. 31373 St. Imp.
Location: City of Corona (SE Upper Dr & Lester Ave)
DWG No: 16-004S

DATE: 02-12-2018

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	1,713,421	2,227,600	1,113,800
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:


HERSEL MOUSSA ZAHAB 2/13/18

Engineer's Name & Signature

WET STAMP & DATE

LAND DEVELOPMENT CONSULTANTS, INC.

Company

1714-557-7700 #106 Hzahab@ldc-ce.com

Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

(excludes deferred Golden Harvest Imp)

Project #: TRACT NO. 31373 Dwg# 16-004S
 Location: CITY OF CORONA (SE OF UPPER AND LESTER)

2/12/2018

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00	850	\$6,800.00
AC Pavement	SF	\$3.00	8,600	\$25,800.00
Curb Only	LF	\$10.00		\$0.00
Curb & Gutter	LF	\$16.00	20	\$320.00
D/W Approach	SF	\$13.00		\$0.00
Sidewalk	SF	\$8.00		\$0.00
W/C Ramp	SF	\$8.00		\$0.00
OTHER= Remove Ex. Conc. Pkwy Culvert	EA	\$250.00	1	\$250.00
OTHER=Trench Backfill and Repair	SF	\$5.00	4000	\$20,000.00
OTHER=Remove Exist Barricade	LF	\$10.00	125	\$1,250.00
			SUBTOTAL	\$54,420.00

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$0.00
Pull Boxes	EA	\$500.00		\$0.00
Street Light	EA	\$6,000.00		\$0.00
Street Sign	EA	\$400.00		\$0.00
OTHER=	EA	\$750.00		\$0.00
OTHER=	EA	\$1,000.00		\$0.00
			SUBTOTAL	\$0.00

Asphaltic Concrete				
AC Berm 6"	LF	\$20.00		\$0.00
AC Berm 8"	LF	\$24.00		\$0.00
AC Fogseal	SY	\$3.00		\$0.00
AC 0.2' Grind and Overlay (53,300 SF)	SY	\$4.00	5,922	\$23,688.00
AC Pavement	SF		90,000	
Asphalt (sf x0.33'x 0.075)	TON	\$75.00	2,228	\$167,100.00
Base (sf x .54 / 27)	CY	\$55.00	1,900	\$104,500.00
Fogseal	SY	\$3.00	10,000	\$30,000.00
OTHER= 2" AC Pavement/native	SF	\$4,600.00		
Asphalt (sf x 0.16' x 0.075)	TON	\$75.00	55	\$4,125.00
			SUBTOTAL	\$329,413.00

Concrete				
Alley Approach, 8" PCC	SF	\$15.00		\$0.00
Curb Only 6"	LF	\$20.00		\$0.00
Curb Only 8"	LF	\$24.00		\$0.00
Curb & Gutter 6"	LF	\$25.00	3,394	\$84,850.00
Curb & Gutter 8"	LF	\$26.00	304	\$7,904.00
Cross Gutter & Spandrel	SF	\$16.00	2,741	\$43,856.00
D/W Approach, Complete	EA	\$4,000.00		\$0.00

D/W Approach, 6"	SF	\$11.00	7,975	\$87,725.00
D/W Approach, 8"	SF	\$13.00		\$0.00
Pavement, 6"	SF	\$11.00		\$0.00
Pavement, 8"	SF	\$12.00		\$0.00
Sidewalk, 4"	SF	\$10.00	21,263	\$212,630.00
V-Gutter	SF	\$15.00		\$0.00
W/C Ramp	EA	\$2,500.00	8	\$20,000.00
W/C Ramp	SF	\$10.00		\$0.00
OTHER: Comm. D/W Approach (Lot 26)	SF	\$15.00	475	\$7,125.00
			SUBTOTAL	\$464,090.00

Storm Drain

Box Culvert (Including Backfill)	CY	3,500.00		\$0.00
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$0.00
Catch Basin, W<8' (w/local depression)	EA	\$7,000.00		\$0.00
Catch Basin, W>8' (w/local depression)	EA	\$10,500.00	4	\$42,000.00
Channel, Reinf. Conc. Lined	SF	\$13.00		\$0.00
Channel, Open Conc. <24"	LF	\$150.00		\$0.00
Channel, Open Conc. 27"-36"	LF	\$250.00		\$0.00
Channel, Open Conc. 42"-72"	LF	\$500.00		\$0.00
Collar, <54"	EA	\$1,300.00	2	\$2,600.00
Collar, >60"	EA	\$2,000.00		\$0.00
Encasement	LF	\$65.00		\$0.00
Energy Dissipater	LS	\$7,000.00		\$0.00
Grate Inlet, 12" x 12"	EA	\$500.00		\$0.00
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$0.00
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$0.00
Headwalls, Gravity Type	EA	\$2,000.00		\$0.00
Headwalls, WIng Type	EA	\$9,000.00		\$0.00
Inlet Apron	EA	\$3,000.00		\$0.00
Junction Structure	EA	\$10,000.00	2	\$20,000.00
Manhole, H<8'	EA	\$4,500.00	5	\$22,500.00
Manhole, H>8'	EA	\$5,500.00		\$0.00
Pipe, 18" RCP	LF	\$150.00	108	\$16,200.00
Pipe, 24" RCP	LF	\$180.00	777	\$139,860.00
Pipe, 30" RCP	LF	\$190.00		\$0.00
Pipe, 36" RCP	LF	\$200.00	339	\$67,800.00
Pipe, 42" RCP	LF	\$220.00		\$0.00
Pipe, 48" RCP	LF	\$230.00		\$0.00
Pipe, 54" RCP	LF	\$300.00		\$0.00
Pipe, 60" RCP	LF	\$325.00		\$0.00
Pipe, 66" RCP	LF	\$350.00		\$0.00
Pipe, 72" RCP	LF	\$400.00		\$0.00
Pipe, 78" RCP	LF	\$420.00		\$0.00
Pipe, 84" RCP	LF	\$450.00		\$0.00
Pipe, 18" CMP	LF	\$110.00		\$0.00

Pipe, 24" CMP	LF	\$130.00		\$0.00
Pipe, 30" CMP	LF	\$150.00		\$0.00
Pipe, 36" CMP	LF	\$180.00		\$0.00
Pipe, 42" CMP	LF	\$190.00		\$0.00
Pipe, 48" CMP	LF	\$200.00		\$0.00
Pipe, 54" CMP	LF	\$220.00		\$0.00
Pipe, 60" CMP	LF	\$250.00		\$0.00
Pipe, 3" PVC	LF	\$15.00		\$0.00
Pipe, 4" PVC	LF	\$20.00		\$0.00
Pipe, 4" Perf PVC	LF	\$20.00		\$0.00
Pipe, 6" PVC	LF	\$25.00		\$0.00
Pipe, 8" PVC	LF	\$30.00		\$0.00
Pipe, 10" PVC	LF	\$35.00		\$0.00
Pipe, 12" PVC	LF	\$40.00	100	\$4,000.00
Pipe, 18" PVC	LF	\$50.00		\$0.00
Rip-Rap, Grouted	SF	\$10.00		\$0.00
Rip-Rap, non-grouted	Ton	\$75.00	40	\$3,000.00
Transition Structure	EA	\$5,000.00		\$0.00
Underwalk Drain, W<6'	EA	\$2,500.00		\$0.00
Underwalk Drain, W>6'	EA	\$3,500.00		\$0.00
OTHER= 36" CMP Inlet	EA	\$2,500.00	2	\$5,000.00
OTHER=Bio-Clean Stormfilter	EA	\$50,000.00	1	\$50,000.00
OTHER= grate and pipe outlet	EA	\$1,000.00		\$0.00
OTHER=Remove 72" grate Inlet	EA	\$500.00	1	\$500.00
OTHER=Remove Exlst Parkway Culvert	EA	\$250.00	1	\$250.00
OTHER=	EA	\$250.00		\$0.00
			SUBTOTAL	\$373,710.00

Street Lights

Pull Box No. 3 1/2	EA	\$300.00	7	\$2,100.00
Pull Box No. 5	EA	\$400.00		\$0.00
Service Point	EA	\$5,500.00	1	\$5,500.00
St. Light, 501 - 1 only	EA	\$5,400.00		\$0.00
St. Light, 501 - 2 to 5	EA	\$5,200.00		\$0.00
St. Light, 501 - 5+	EA	\$4,500.00	10	\$45,000.00
St. Light, 502 - 1 only	EA	\$5,800.00		\$0.00
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$0.00
St. Light, 502 - 5+	EA	\$5,000.00		\$0.00
St. Lt. Conduit, 1" Sch 80				
<500 LF	LF	\$12.00		\$0.00
>500 LF	LF	\$10.00	2,230	\$22,300.00
St. Lt. Conduit, 1 1/2				
<500 LF	LF	\$16.00		\$0.00
>500 LF	LF	\$14.00		\$0.00
			SUBTOTAL	\$74,900.00

Traffic

Signal, 6 phse+MstrCont.	EA	\$240,000.00		\$0.00
Signal, 8 phse+MstrCont.	EA	\$265,000.00		\$0.00
Signal, Both+Intrconnect	LF	\$20.00		\$0.00

Striping, 4" Sld wht/ylw	LF	\$0.50		\$0.00
Striping, 8" Sld wht/ylw	LF	\$0.65		\$0.00
Striping 12" Sld wht/ylw	LF	\$2.50		\$0.00
Striping, Sklp	LF	\$0.35		\$0.00
Striping, Double	LF	\$0.75		\$0.00

SUBTOTAL \$0.00

Walls

Retaining Walls	SF	\$15.00		\$0.00
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$0.00
Water Lateral	EA	\$5,000.00		\$0.00
Water Meter Installation	EA	\$2,500.00		\$0.00
Paving Replacement, Trench	LF	\$16.00		\$0.00
Pressure Reducing Station	EA	\$90,000.00		\$0.00
Shoring for Trenches > 5' Deep	LF	\$17.00		\$0.00
Street Name Signs	EA	\$500.00	4	\$2,000.00
OTHER=Stop Signs	EA	\$500.00	4	\$2,000.00
OTHER=Stop Bar Legend	EA	\$500.00	5	\$2,500.00
OTHER="Blue Dot" Type 1 Markers	EA	\$125.00	6	\$750.00

SUBTOTAL \$7,250.00

Sewer

Manhole, 5' dia. < 12' deep	EA	\$7,000.00	12	\$84,000.00
Manhole, 6' dia. > 12' deep	EA	\$9,000.00	1	\$9,000.00
Pipe, 4" VCP	LF	\$10.00	832	\$8,320.00
Pipe, 6" VCP	LF	\$12.00		\$0.00
Pipe, 8" VCP	LF	\$14.00	2,617	\$36,638.00
Pipe, 10" VCP	LF	\$16.00		\$0.00
Pipe, 12" VCP	LF	\$18.00		\$0.00
Pipe, 15" VCP	LF	\$20.00		\$0.00
Pipe, 4" DIP	LF	\$33.00		\$0.00
Pipe, 6" DIP	LF	\$39.00		\$0.00
Pipe, 8" DIP	LF	\$48.00		\$0.00
Pipe, 10" DIP	LF	\$54.00		\$0.00
Pipe, 12" DIP	LF	\$61.00		\$0.00
Pipe, 15" DIP	LF	\$73.00		\$0.00
OTHER=Core/remodel exist SMH	EA	\$1,000.00	1	\$1,000.00
OTHER=Sewer connection to exist. SS	EA	\$500.00	5	\$2,500.00
OTHER=	CY	\$25.00		\$0.00

SUBTOTAL \$141,458.00

Water				
Pipe, 4" Class 150	LF	\$30.00		\$0.00
Pipe, 6" Class 350	LF	\$36.00		\$0.00
Pipe, 8" Class 350	LF	\$41.00	2,608	\$106,928.00
Pipe, 10" Class 350	LF	\$46.00		\$0.00
Pipe, 12" Class 350	LF	\$51.00	1,172	\$59,772.00
Pipe, 16" Class 350	LF	\$56.00		\$0.00
Valve, 4"	EA	\$1,230.00		\$0.00
Valve, 6"	EA	\$1,410.00		\$0.00
Valve, 8"	EA	\$1,680.00	10	\$16,800.00
Valve, 10"	EA	\$2,030.00		\$0.00
Valve, 12"	EA	\$2,270.00	4	\$9,080.00
Valve, 14"	EA	\$3,000.00		\$0.00
Valve, 16"	EA	\$3,550.00		\$0.00
OTHER=V	EA	\$4,000.00		\$0.00
			SUBTOTAL	\$192,580.00

Miscellaneous Water				
Air & Vac, 1"	EA	\$1,500.00	4	\$6,000.00
Fire Hydrant w/ Blow Off, 6"	EA	\$3,600.00	3	\$10,800.00
Blow Off, 4"	EA	\$3,600.00		\$0.00
Fire Hydrant, 6"	EA	\$4,400.00	5	\$22,000.00
Fire Service, 6"	EA	\$10,500.00		\$0.00
Fire Service, 8"	EA	\$14,750.00		\$0.00
Hot Tap, 8"	EA	\$3,550.00		\$0.00
Hot Tap, 10"	EA	\$3,900.00		\$0.00
Hot Tap, 12"	EA	\$4,750.00		\$0.00
Service, 1"	EA	\$1,050.00	25	\$26,250.00
Service, 1 1/2"	EA	\$1,625.00		\$0.00
Service, 1" (RCWL Meter)	EA	\$1,050.00	1	\$1,050.00
Pressure Reducing Station	EA	\$90,000.00		\$0.00
OTHER=Relocate FH	EA	\$2,500.00	1	\$2,500.00
OTHER=Cut in new 12" tee to ex.	EA	\$3,500.00	1	\$3,500.00
OTHER=Cut In 12"x8"x12" Tee to Ex.	EA	\$3,500.00	1	\$3,500.00
OTHER=Relocate Exist FH	EA	\$1,000.00	1	\$1,000.00
			SUBTOTAL	\$75,600.00

TOTAL COST **\$1,713,421.00**

Prepared by:

Seal:

Hersel Moussa-Zahab

Date

RCE 44560 Expires: 3-31-2018

I AND DEVELOPMENT CONSULTANTS

1520 Brookhollow Dr. #33

Santa Ana, CA 92705



**AGREEMENT FOR PUBLIC IMPROVEMENTS
TENTATIVE TRACT MAP 31373, DRAWING 16-004S
Non-Master Plan Public Improvements – Golden Harvest Drive**

This Agreement is made and entered into as of this **18th day of July, 2018**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Corona-Upper Drive 25, LLC, a Delaware Limited Liability Company**, with its principal offices located at, **110 N. Lincoln Avenue, Suite 100, Corona, CA 92882** (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 31373** 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 that such 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 Hundred Forty-Nine Thousand, Four Hundred Dollars and No Cents (\$149,400.00)**. 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:
Corona-Upper Drive 25, LLC
110 N. Lincoln Avenue, Suite 100
Corona, CA 92882

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

**Corona-Upper Drive 25, LLC,
a Delaware Limited Liability Company**

By: *Griffin Residential III, LLC*
a California Limited Liability Company

By: _____

Signature

Print Name

Title

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

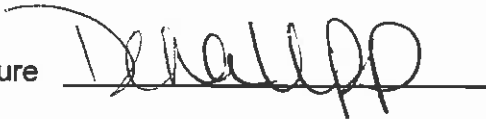
County of Riverside

On June 26, 2018 before me, Dena Upp, A Notary Public personally appeared Ian Griffin 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
LEGAL DESCRIPTION

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

PARCEL A: (APN: 116-320-002-7, 003-8, AND 017-1)

PARCELS 1, 2 AND 3 AS SHOWN BY PARCEL MAP 22413 ON FILE IN BOOK 151 PAGES 15 AND 16 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLAYS, GRAVELS AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF THE LAND FOR PURPOSES OF PROSPECTING, EXPLORING OR EXTRACTING SAID SAND, GRAVEL OR MINERALS, OR ANY RIGHT OF INGRESS OR EGRESS OVER SAID LAND FOR SAID PURPOSES, AS SHOWN BY INSTRUMENTS RECORDED DECEMBER 22, 1956 IN BOOK 2017 PAGE 34 AND NOVEMBER 15, 1961 AS INSTRUMENT NO. 98454 BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 116-320-015-9 AND 116-320-016-0)

LOT 6 AND LETTERED LOTS V AND W OF TRACT 24089-R, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 254, PAGES 11 THROUGH 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY CORPORATION OF THE PRESIDENT OF THE SAN BERNARDINO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A CORPORATION SOLE, IN DOCUMENT RECORDED SEPTEMBER 22, 1983, AS INSTRUMENT NO. 194547 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACTS 25470-1; 25470-2; 25470; AND 25467, AS SHOWN BY MAPS ON FILE IN BOOK 272, PAGES 66 THROUGH 68; BOOK 273, PAGES 1 THROUGH 8; AND BOOK 293, PAGES 31 THROUGH 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO STONEFIELD CORONA II, L.P., A CALIFORNIA LIMITED PARTNERSHIP, BY A DOCUMENT RECORDED MAY 11, 2001 AS INSTRUMENT NO. 2001-206625 OFFICIAL RECORDS.

NOTE: A PORTION OF SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL ON TRACT MAP 29481, AS SHOWN BY MAP ON FILE IN BOOK 301, PAGES 71 THROUGH 80, OF MAPS, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL C: (116-320-028-1)

THAT PORTION OF LOT(S) 376 OF CHASE PLANTATION, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED AS PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY, AT PAGE(S) 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A) LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL(S) 3 AND 4 OF PARCEL MAP NO. 22413, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 151, PAGE(S) 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 00° 22' EAST ALONG THE WEST LINE OF PARCEL 34 A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING OF THE NORTH LINE TO BE DESCRIBED; THENCE NORTH 87° 27' 30" EAST 90.00 FEET; THENCE NORTH 42° 16' 00" EAST 65 FEET; THENCE NORTH 81° 02' 0" EAST 82 FEET; THENCE NORTH 39° 52' 00" EAST 190 FEET; THENCE SOUTH 89° 17' 00" EAST 131 FEET; THENCE NORTH 44° 46' 30" EAST 60 FEET; THENCE NORTH 86° 45' 30" EAST 100 FEET; THENCE NORTH 70° 13' 30" EAST 38.31 FEET; THENCE NORTH 70° 13' 30" EAST 66 FEET; THENCE NORTH 53° 29' 00" EAST 428.87 FEET TO THE END OF SAID NORTH LINE OF THE SOUTH LINE OF SAID PARCELS 3 AND 4 AND THE NORTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

B) LYING NORTHERLY OF THE NORTH LINE OF GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE), SAID NORTHERLY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 89° 38' 00" EAST 108 FEET; THENCE NORTH 54° 39' 00" EAST 317.68 FEET; THENCE NORTH 77° 04' 30" EAST 324.66 FEET; THENCE NORTH 49° 40' 30" EAST 484.26 FEET TO THE END OF SAID NORTH LINE OF SAID GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE) AND THE SOUTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

C) LYING EAST OF THE WEST LINE OF LESTER AVENUE (PRIVATE ROAD) AS THE SAME IS DELINEATED ON PARCEL MAP NO. 25817, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 185, PAGES 84 THROUGH 86, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 116-320-002-7, 116-320-015-9, 116-320-003-8, 116-320-028-1, 116-320-016-0, 116-320-017-1

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

SEE ATTACHED

Faithful Performance	\$ 149,400.00
Labor and Material	\$ 74,700.00

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

Project: NOVA HOMES Tr. 31373 St. Imp.
Location: City of Corona (SE Upper Dr & Lester Ave)
DWG No: 16-004S (Deferred Golden Harvest Dr Imp)

DATE: 02-16-2018

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	114,764	149,400	74,700
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:

HERSEL-MOUSSA ZAHAB

Engineer's Name & Signature

WET STAMP & DATE

LAND DEVELOPMENT CONSULTANTS, INC.

Company

1714-557-7700 #106 Hzahab@ldc-ce.com

Tel No/Email

QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

DEFERRED GOLDEN HARVEST DR. IMP. ONLY"

Project #: TRACT NO. 31373 Dwg# 16-0045
 Location: CITY OF CORONA (SE OF UPPER AND LESTER)

2/12/2018

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$0.00
AC Pavement	SF	\$3.00		\$0.00
Curb Only	LF	\$10.00		\$0.00
Curb & Gutter	LF	\$16.00		\$0.00
D/W Approach	SF	\$13.00		\$0.00
Sidewalk	SF	\$8.00		\$0.00
W/C Ramp	SF	\$8.00		\$0.00
OTHER= Remove Ex. Conc. Pkwy Culvert	EA	\$250.00		\$0.00
OTHER=Trench Backfill and Repair	SF	\$5.00		\$0.00
OTHER=Remove Exist Barricade	LF	\$10.00		\$0.00
			SUBTOTAL	\$0.00

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$0.00
Pull Boxes	EA	\$500.00		\$0.00
Street Light	EA	\$6,000.00		\$0.00
Street Sign	EA	\$400.00		\$0.00
OTHER=	EA	\$750.00		\$0.00
OTHER=	EA	\$1,000.00		\$0.00
			SUBTOTAL	\$0.00

Asphaltic Concrete				
AC Berm 6"	LF	\$20.00	1527	\$30,540.00
AC Berm 8"	LF	\$24.00		\$0.00
AC Fogseal	SY	\$3.00		\$0.00
AC Overlay	SY	\$4.00		\$0.00
AC Pavement	SF		17,500	
Asphalt (sf x0.33'x 0.075)	TON	\$75.00	433	\$32,475.00
Base (sf x .54 / 27)	CY	\$55.00	350	\$19,250.00
Fogseal	SY	\$3.00	833	\$2,499.00
OTHER= AC Pavement	SF			
Asphalt (sf x 0.1' x 0.075)	TON	\$75.00		\$0.00
			SUBTOTAL	\$84,764.00

Concrete				
Alley Approach, 8" PCC	SF	\$15.00		\$0.00
Curb Only 6"	LF	\$20.00		\$0.00
Curb Only 8"	LF	\$24.00		\$0.00
Curb & Gutter 6"	LF	\$25.00		\$0.00
Curb & Gutter 8"	LF	\$26.00		\$0.00
Cross Gutter & Spandrel	SF	\$16.00		\$0.00
D/W Approach, Complete	EA	\$4,000.00		\$0.00

D/W Approach, 6"	SF	\$11.00		\$0.00
D/W Approach, 8"	SF	\$13.00		\$0.00
Pavement, 6"	SF	\$11.00		\$0.00
Pavement, 8"	SF	\$12.00		\$0.00
Sidewalk, 4" (5' WIDE)	SF	\$10.00	3,000	\$30,000.00
V-Gutter	SF	\$15.00		\$0.00
W/C Ramp	EA	\$2,500.00		\$0.00
W/C Ramp	SF	\$10.00		\$0.00
OTHER: Comm. D/W Approach (Lot 26)	SF	\$15.00		\$0.00
			SUBTOTAL	\$30,000.00

Storm Drain

Box Culvert (Including Backfill)	CY	3,500.00		\$0.00
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$0.00
Catch Basin, W<8' (w/local depression)	EA	\$7,000.00		\$0.00
Catch Basin, W>8' (w/local depression)	EA	\$10,500.00		\$0.00
Channel, Reinf. Conc. Lined	SF	\$13.00		\$0.00
Channel, Open Conc. <24"	LF	\$150.00		\$0.00
Channel, Open Conc. 27"-36"	LF	\$250.00		\$0.00
Channel, Open Conc. 42"-72"	LF	\$500.00		\$0.00
Collar, <54"	EA	\$1,300.00		\$0.00
Collar, >60"	EA	\$2,000.00		\$0.00
Encasement	LF	\$65.00		\$0.00
Energy Dissipater	LS	\$7,000.00		\$0.00
Grate Inlet, 12" x 12"	EA	\$500.00		\$0.00
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$0.00
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$0.00
Headwalls, Gravity Type	EA	\$2,000.00		\$0.00
Headwalls, Wing Type	EA	\$9,000.00		\$0.00
Inlet Apron	EA	\$3,000.00		\$0.00
Junction Structure	EA	\$10,000.00		\$0.00
Manhole, H<8'	EA	\$4,500.00		\$0.00
Manhole, H>8'	EA	\$5,500.00		\$0.00
Pipe, 18" RCP	LF	\$150.00		\$0.00
Pipe, 24" RCP	LF	\$180.00		\$0.00
Pipe, 30" RCP	LF	\$190.00		\$0.00
Pipe, 36" RCP	LF	\$200.00		\$0.00
Pipe, 42" RCP	LF	\$220.00		\$0.00
Pipe, 48" RCP	LF	\$230.00		\$0.00
Pipe, 54" RCP	LF	\$300.00		\$0.00
Pipe, 60" RCP	LF	\$325.00		\$0.00
Pipe, 66" RCP	LF	\$350.00		\$0.00
Pipe, 72" RCP	LF	\$400.00		\$0.00
Pipe, 78" RCP	LF	\$420.00		\$0.00
Pipe, 84" RCP	LF	\$450.00		\$0.00
Pipe, 18" CMP	LF	\$110.00		\$0.00

Pipe, 24" CMP	LF	\$130.00		\$0.00
Pipe, 30" CMP	LF	\$150.00		\$0.00
Pipe, 36" CMP	LF	\$180.00		\$0.00
Pipe, 42" CMP	LF	\$190.00		\$0.00
Pipe, 48" CMP	LF	\$200.00		\$0.00
Pipe, 54" CMP	LF	\$220.00		\$0.00
Pipe, 60" CMP	LF	\$250.00		\$0.00
Pipe, 3" PVC	LF	\$15.00		\$0.00
Pipe, 4" PVC	LF	\$20.00		\$0.00
Pipe, 4" Perf PVC	LF	\$20.00		\$0.00
Pipe, 6" PVC	LF	\$25.00		\$0.00
Pipe, 8" PVC	LF	\$30.00		\$0.00
Pipe, 10" PVC	LF	\$35.00		\$0.00
Pipe, 12" PVC	LF	\$40.00		\$0.00
Pipe, 18" PVC	LF	\$50.00		\$0.00
Rip-Rap, Grouted	SF	\$10.00		\$0.00
Rip-Rap, non-grouted	Ton	\$75.00		\$0.00
Transition Structure	EA	\$5,000.00		\$0.00
Underwalk Drain, W<6'	EA	\$2,500.00		\$0.00
Underwalk Drain, W>6'	EA	\$3,500.00		\$0.00
OTHER= 36" CMP Inlet	EA	\$2,500.00		\$0.00
OTHER=Bio-Clean Stormfilter	EA	\$50,000.00		\$0.00
OTHER= grate and pipe outlet	EA	\$1,000.00		\$0.00
OTHER=Remove 72" grate inlet	EA	\$500.00		\$0.00
OTHER=Remove Exist Parkway Culvert	EA	\$250.00		\$0.00
OTHER=	EA	\$250.00		\$0.00
SUBTOTAL				\$0.00

Street Lights

Pull Box No. 3 1/2	EA	\$300.00		\$0.00
Pull Box No. 5	EA	\$400.00		\$0.00
Service Point	EA	\$5,500.00		\$0.00
St. Light, 501 - 1 only	EA	\$5,400.00		\$0.00
St. Light, 501 - 2 to 5	EA	\$5,200.00		\$0.00
St. Light, 501 - 5+	EA	\$4,500.00		\$0.00
St. Light, 502 - 1 only	EA	\$5,800.00		\$0.00
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$0.00
St. Light, 502 - 5+	EA	\$5,000.00		\$0.00
St. Lt. Conduit, 1" Sch 80				
<500 LF	LF	\$12.00		\$0.00
>500 LF	LF	\$10.00		\$0.00
St. Lt. Conduit, 1 1/2				
<500 LF	LF	\$16.00		\$0.00
>500 LF	LF	\$14.00		\$0.00
SUBTOTAL				\$0.00

Traffic

Signal, 6 phse+MstrCont.	EA	\$240,000.00		\$0.00
Signal, 8 phse+MstrCont.	EA	\$265,000.00		\$0.00
Signal, Both+Intrconnect	LF	\$20.00		\$0.00

Striping, 4" Sld wht/ylw	LF	\$0.50		\$0.00
Striping, 8" Sld wht/ylw	LF	\$0.65		\$0.00
Striping 12" Sld wht/ylw	LF	\$2.50		\$0.00
Striping, Skip	LF	\$0.35		\$0.00
Striping, Double	LF	\$0.75		\$0.00
			SUBTOTAL	\$0.00

Walls

Retaining Walls	SF	\$15.00		\$0.00
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$0.00
Water Lateral	EA	\$5,000.00		\$0.00
Water Meter Installation	EA	\$2,500.00		\$0.00
Paving Replacement, Trench	LF	\$16.00		\$0.00
Pressure Reducing Station	EA	\$90,000.00		\$0.00
Shoring for Trenches > 5' Deep	LF	\$17.00		\$0.00
Street Name Signs	EA	\$500.00		\$0.00
OTHER=Stop Signs	EA	\$500.00		\$0.00
OTHER=Stop Bar Legend	EA	\$500.00		\$0.00
OTHER="Blue Dot" Type 1 Markers	EA	\$125.00		\$0.00
			SUBTOTAL	\$0.00

Sewer

Manhole, 5' dia. < 12' deep	EA	\$7,000.00		\$0.00
Manhole, 6' dia. > 12' deep	EA	\$9,000.00		\$0.00
Pipe, 4" VCP	LF	\$10.00		\$0.00
Pipe, 6" VCP	LF	\$12.00		\$0.00
Pipe, 8" VCP	LF	\$14.00		\$0.00
Pipe, 10" VCP	LF	\$16.00		\$0.00
Pipe, 12" VCP	LF	\$18.00		\$0.00
Pipe, 15" VCP	LF	\$20.00		\$0.00
Pipe, 4" DIP	LF	\$33.00		\$0.00
Pipe, 6" DIP	LF	\$39.00		\$0.00
Pipe, 8" DIP	LF	\$48.00		\$0.00
Pipe, 10" DIP	LF	\$54.00		\$0.00
Pipe, 12" DIP	LF	\$61.00		\$0.00
Pipe, 15" DIP	LF	\$73.00		\$0.00
OTHER=Core/remodel exist SMH	EA	\$1,000.00		\$0.00
OTHER=Sewer connection to exist. SS	EA	\$500.00		\$0.00
OTHER=	CY	\$25.00		\$0.00
			SUBTOTAL	\$0.00

Water				
Pipe, 4" Class 150	LF	\$30.00		\$0.00
Pipe, 6" Class 350	LF	\$36.00		\$0.00
Pipe, 8" Class 350	LF	\$41.00		\$0.00
Pipe, 10" Class 350	LF	\$46.00		\$0.00
Pipe, 12" Class 350	LF	\$51.00		\$0.00
Pipe, 16" Class 350	LF	\$56.00		\$0.00
Valve, 4"	EA	\$1,230.00		\$0.00
Valve, 6"	EA	\$1,410.00		\$0.00
Valve, 8"	EA	\$1,680.00		\$0.00
Valve, 10"	EA	\$2,030.00		\$0.00
Valve, 12"	EA	\$2,270.00		\$0.00
Valve, 14"	EA	\$3,000.00		\$0.00
Valve, 16"	EA	\$3,550.00		\$0.00
OTHER=V	EA	\$4,000.00		\$0.00
SUBTOTAL				\$0.00

Miscellaneous Water				
Air & Vac, 1"	EA	\$1,500.00		\$0.00
Fire Hydrant w/ Blow Off, 6"	EA	\$3,600.00		\$0.00
Blow Off, 4"	EA	\$3,600.00		\$0.00
Fire Hydrant, 6"	EA	\$4,400.00		\$0.00
Fire Service, 6"	EA	\$10,500.00		\$0.00
Fire Service, 8"	EA	\$14,750.00		\$0.00
Hot Tap, 8"	EA	\$3,550.00		\$0.00
Hot Tap, 10"	EA	\$3,900.00		\$0.00
Hot Tap, 12"	EA	\$4,750.00		\$0.00
Service, 1"	EA	\$1,050.00		\$0.00
Service, 1 1/2"	EA	\$1,625.00		\$0.00
Service, 1" (RCWL Meter)	EA	\$1,050.00		\$0.00
Pressure Reducing Station	EA	\$90,000.00		\$0.00
OTHER=Reloacte FH	EA	\$2,500.00		\$0.00
OTHER=Cut in new 12" tee to ex.	EA	\$3,500.00		\$0.00
OTHER=Cut in 12"x8"x12" Tee to Ex.	EA	\$3,500.00		\$0.00
OTHER=Relocate Exist FH	EA	\$1,000.00		\$0.00
SUBTOTAL				\$0.00

TOTAL COST \$114,764.00

Prepared by:

Seal:

Hersel Moussa-Zahab Date
RCE 44560 Expires: 3-31-2018
LAND DEVELOPMENT CONSULTANTS
1520 Brookhollow Dr. #33

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR TRACT MAP 31373, UPPER DRIVE AT LESTER AVENUE, (LANDSCAPING)
DWG. #16-004HI
Master Plan Improvements**

This Agreement is made and entered into as of this **18th day of July, 2018** by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Corona-Upper Drive 25, LLC, a Delaware Limited Liability Company**, with its principal offices located at, **110 N. Lincoln Avenue, Suite 100, Corona, CA 92882** (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 **T 31373** 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 that such 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 **Three Hundred Thirty-Nine Thousand Six Hundred Dollars and No Cents (\$339,600.00)** 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:

The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:

Corona-Upper Drive 25, LLC
110 N. Lincoln Avenue, Suite 100
Corona, CA 92882

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

Corona-Upper Drive 25, LLC,
a Delaware Limited Liability Company
By: *Griffin Residential III, LLC*
A California limited liability company

By: _____

Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

**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

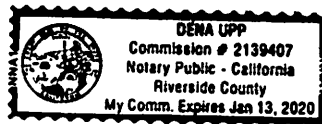
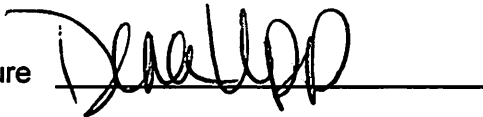
County of Riverside

On June 26, 2018 before me, Dena Upp, A Notary Public personally appeared Ian Griffin 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
LEGAL DESCRIPTION

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

PARCEL A: (APN: 116-320-002-7, 003-8, AND 017-1)

PARCELS 1, 2 AND 3 AS SHOWN BY PARCEL MAP 22413 ON FILE IN BOOK 151 PAGES 15 AND 16 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLAYS, GRAVELS AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF THE LAND FOR PURPOSES OF PROSPECTING, EXPLORING OR EXTRACTING SAID SAND, GRAVEL OR MINERALS, OR ANY RIGHT OF INGRESS OR EGRESS OVER SAID LAND FOR SAID PURPOSES, AS SHOWN BY INSTRUMENTS RECORDED DECEMBER 22, 1956 IN BOOK 2017 PAGE 34 AND NOVEMBER 15, 1961 AS INSTRUMENT NO. 98454 BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 116-320-015-9 AND 116-320-016-0)

LOT 6 AND LETTERED LOTS V AND W OF TRACT 24089-R, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 254, PAGES 11 THROUGH 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY CORPORATION OF THE PRESIDENT OF THE SAN BERNARDINO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A CORPORATION SOLE, IN DOCUMENT RECORDED SEPTEMBER 22, 1983, AS INSTRUMENT NO. 194547 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACTS 25470-1; 25470-2; 25470; AND 25467, AS SHOWN BY MAPS ON FILE IN BOOK 272, PAGES 66 THROUGH 68; BOOK 273, PAGES 1 THROUGH 8; AND BOOK 293, PAGES 31 THROUGH 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO STONEFIELD CORONA II, L.P., A CALIFORNIA LIMITED PARTNERSHIP, BY A DOCUMENT RECORDED MAY 11, 2001 AS INSTRUMENT NO. 2001-206625 OFFICIAL RECORDS.

NOTE: A PORTION OF SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL ON TRACT MAP 29481, AS SHOWN BY MAP ON FILE IN BOOK 301, PAGES 71 THROUGH 80, OF MAPS, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL C: (116-320-028-1)

THAT PORTION OF LOT(S) 376 OF CHASE PLANTATION, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED AS PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY, AT PAGE(S) 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A) LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL(S) 3 AND 4 OF PARCEL MAP NO. 22413, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 151, PAGE(S) 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 00° 22' EAST ALONG THE WEST LINE OF PARCEL 34 A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING OF THE NORTH LINE TO BE DESCRIBED; THENCE NORTH 87° 27' 30" EAST 90.00 FEET; THENCE NORTH 42° 16' 00" EAST 65 FEET; THENCE NORTH 81° 02' 0" EAST 82 FEET; THENCE NORTH 39° 52' 00" EAST 190 FEET; THENCE SOUTH 89° 17' 00" EAST 131 FEET; THENCE NORTH 44° 46' 30" EAST 60 FEET; THENCE NORTH 86° 45' 30" EAST 100 FEET; THENCE NORTH 70° 13' 30" EAST 38.31 FEET; THENCE NORTH 70° 13' 30" EAST 66 FEET; THENCE NORTH 53° 29' 00" EAST 428.87 FEET TO THE END OF SAID NORTH LINE OF THE SOUTH LINE OF SAID PARCELS 3 AND 4 AND THE NORTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

B) LYING NORTHERLY OF THE NORTH LINE OF GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE), SAID NORTHERLY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 89° 38' 00" EAST 108 FEET; THENCE NORTH 54° 39' 00" EAST 317.68 FEET; THENCE NORTH 77° 04' 30" EAST 324.66 FEET; THENCE NORTH 49° 40' 30" EAST 484.26 FEET TO THE END OF SAID NORTH LINE OF SAID GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE) AND THE SOUTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

C) LYING EAST OF THE WEST LINE OF LESTER AVENUE (PRIVATE ROAD) AS THE SAME IS DELINEATED ON PARCEL MAP NO. 25817, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 185, PAGES 84 THROUGH 86, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 116-320-002-7, 116-320-015-9, 116-320-003-8, 116-320-028-1, 116-320-016-0, 116-320-017-1

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

SEE ATTACHED

Faithful Performance	\$339,600.00
Labor and Material	\$169,800.00

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

Project: T31373, Public Landscaping (CFD)
Location: Upper Dr @ Lester Ave
Drawing No: 16-004HI

DATE: _____

Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u>	<u>Labor & Material</u>
		Note 2 (Round to nearest\$100)	Bond Note 3 (Round to nearest\$100)
1 Non-Master Planned R/W (Public) Improvements	_____	_____	_____
2 Master-Planned R/W (Public) Improvements	261,226.30	339,600	169,800
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:

Engineer's Name & Signature

WET STAMP & DATE

Company

Tel No/Email



Preliminary Statement of Probable Cost for Corona 25 (CFD)

Prepared by IDLA, Inc. on March 14th 2018, Based on Construction Drawings Dated March 14th 2018.

ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	TOTAL
EARTHWORK & DRAINAGE					
Soil Prep./Fine Grading	51,737	SF	\$ 0.35	\$ 18,107.95	
			SUBTOTAL	\$ 18,107.95	
LANDSCAPE EARTHWORK SUBTOTAL					\$18,107.95
LANDSCAPE PLANTING (INSTALLED)					
TREES					
24" Box Tree	114	EA	\$ 325.00	\$ 37,050.00	
48" Box Tree	1	EA	\$ 1,500.00	\$ 1,500.00	
			SUBTOTAL	\$ 38,550.00	
SHRUBS & GROUNDCOVERS					
5 Gallon	399	EA	\$ 30.00	\$ 11,970.00	
1 Gallon	679	EA	\$ 15.00	\$ 10,185.00	
Flats	31,574	SF	\$ 0.50	\$ 15,787.00	
			SUBTOTAL	\$ 37,942.00	
MISCELLANEOUS					
Decomposed Granite	9,521	SF	\$ 1.50	\$ 14,281.50	
Mulch	42,216	SF	\$ 0.35	\$ 14,775.60	
			SUBTOTAL	\$ 29,057.10	
LANDSCAPE PLANTING SUBTOTAL					\$105,549.10
LANDSCAPE IRRIGATION					
Auto Irrigation System - Drip	51,737	SF	\$ 2.00	\$ 103,474.00	
			SUBTOTAL	\$ 103,474.00	
LANDSCAPE IRRIGATION SUBTOTAL					\$103,474.00
LANDSCAPE MAINTENANCE					
120-Day Maintenance Period	51,737	SF	\$ 0.20	\$ 10,347.40	
			SUBTOTAL	\$ 10,347.40	
LANDSCAPE MAINTENANCE SUBTOTAL					\$10,347.40
SUBTOTAL					\$237,478.45
10% CONTINGENCY					\$23,747.85
GRAND TOTAL					\$261,226.30



**AGREEMENT FOR SURVEY MONUMENTATION
TENTATIVE TRACT MAP 31373**

This Agreement is entered into as of this **18th day of July, 2018**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Corona–Upper Drive 25, LLC, a Delaware Limited Liability Company**, with its principal offices located at, **110 N. Lincoln Avenue, Suite 100, Corona, CA 92882** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tentative Tract Map 31373** (hereinafter referred to as "**TTM 31373**") has submitted to the City for its approval and subsequent recordation a map prepared by **Inland Valley Surveying, Inc.**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **TTM 31373** prior to having interior monuments set for said **TTM 31373** Map, and in consideration has instructed to certify on said **TTM 31373** Map that monuments will be set within **ONE YEAR** after recordation of **TTM 31373** 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 **Four Thousand Dollars and No Cents (\$4,000.00)** 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:

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

DEVELOPER:

Corona-Upper Drive 25, LLC
110 N. Lincoln Avenue, Suite 100
Corona, CA 92882

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.

Corona-Upper Drive 25, LLC,
a Delaware Limited Liability Company
By: Griffin Residential III, LLC
a California Limited Liability Company

By: [Signature]
Signature

IAN GRIFIN
Print Name

MANAGER
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

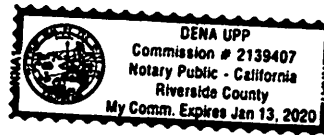
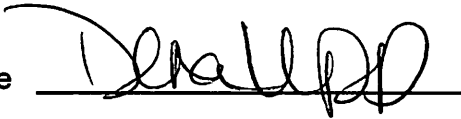
County of Riverside

On June 26, 2018 before me, Dena Upp, A Notary Public personally appeared Ian Griffin 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

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

PARCEL A: (APN: 116-320-002-7, 003-8, AND 017-1)

PARCELS 1, 2 AND 3 AS SHOWN BY PARCEL MAP 22413 ON FILE IN BOOK 151 PAGES 15 AND 16 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLAYS, GRAVELS AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF THE LAND FOR PURPOSES OF PROSPECTING, EXPLORING OR EXTRACTING SAID SAND, GRAVEL OR MINERALS, OR ANY RIGHT OF INGRESS OR EGRESS OVER SAID LAND FOR SAID PURPOSES, AS SHOWN BY INSTRUMENTS RECORDED DECEMBER 22, 1956 IN BOOK 2017 PAGE 34 AND NOVEMBER 15, 1961 AS INSTRUMENT NO. 98454 BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 116-320-015-9 AND 116-320-016-0)

LOT 6 AND LETTERED LOTS V AND W OF TRACT 24089-R, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 254, PAGES 11 THROUGH 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY CORPORATION OF THE PRESIDENT OF THE SAN BERNARDINO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A CORPORATION SOLE, IN DOCUMENT RECORDED SEPTEMBER 22, 1983, AS INSTRUMENT NO. 194547 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACTS 25470-1; 25470-2; 25470; AND 25467, AS SHOWN BY MAPS ON FILE IN BOOK 272, PAGES 66 THROUGH 68; BOOK 273, PAGES 1 THROUGH 8; AND BOOK 293, PAGES 31 THROUGH 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO STONEFIELD CORONA II, L.P., A CALIFORNIA LIMITED PARTNERSHIP, BY A DOCUMENT RECORDED MAY 11, 2001 AS INSTRUMENT NO. 2001-206625 OFFICIAL RECORDS.

NOTE: A PORTION OF SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL ON TRACT MAP 29481, AS SHOWN BY MAP ON FILE IN BOOK 301, PAGES 71 THROUGH 80, OF MAPS, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL C: (116-320-028-1)

THAT PORTION OF LOT(S) 376 OF CHASE PLANTATION, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE(S) 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED AS PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY, AT PAGE(S) 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A) LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL(S) 3 AND 4 OF PARCEL MAP NO. 22413, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 151, PAGE(S) 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 00° 22' EAST ALONG THE WEST LINE OF PARCEL 34 A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING OF THE NORTH LINE TO BE DESCRIBED; THENCE NORTH 87° 27' 30" EAST 90.00 FEET; THENCE NORTH 42° 16' 00" EAST 65 FEET; THENCE NORTH 81° 02' 0" EAST 82 FEET; THENCE NORTH 39° 52' 00" EAST 190 FEET; THENCE SOUTH 89° 17' 00" EAST 131 FEET; THENCE NORTH 44° 46' 30" EAST 60 FEET; THENCE NORTH 86° 45' 30" EAST 100 FEET; THENCE NORTH 70° 13' 30" EAST 38.31 FEET; THENCE NORTH 70° 13' 30" EAST 66 FEET; THENCE NORTH 53° 29' 00" EAST 428.87 FEET TO THE END OF SAID NORTH LINE OF THE SOUTH LINE OF SAID PARCELS 3 AND 4 AND THE NORTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

B) LYING NORTHERLY OF THE NORTH LINE OF GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE), SAID NORTHERLY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 34 AS SHOWN BY MAP ON FILE IN BOOK 25, RECORDS OF SURVEY AT PAGES 68 THROUGH 71, INCLUSIVE, ENTITLED "RECORD OF SURVEY OF CROWN RANCH" PREPARED BY J.F. DAVIDSON, DATED SEPTEMBER 1956, RECORDS OF SAID COUNTY; THENCE NORTH 89° 38' 00" EAST 108 FEET; THENCE NORTH 54° 39' 00" EAST 317.68 FEET; THENCE NORTH 77° 04' 30" EAST 324.66 FEET; THENCE NORTH 49° 40' 30" EAST 484.26 FEET TO THE END OF SAID NORTH LINE OF SAID GOLDEN HARVEST DRIVE (FORMERLY HOAG AVENUE) AND THE SOUTHERLY LINE OF THE PROPERTY HEREIN DESCRIBED.

C) LYING EAST OF THE WEST LINE OF LESTER AVENUE (PRIVATE ROAD) AS THE SAME IS DELINEATED ON PARCEL MAP NO. 25817, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 185, PAGES 84 THROUGH 86, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 116-320-002-7, 116-320-015-9, 116-320-003-8, 116-320-028-1, 116-320-016-0, 116-320-017-1