

ITEM 10.N.

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director
David A. Bobardt, Community Development Director 

DATE: May 29, 2013 (CC Meeting of 06/05/13)

SUBJECT: Consider Subdivision Improvement Agreement and Final Map Approval for Tract Map No. 5860 – Pardee Homes

DISCUSSION

Tract 5860 is a 21.8-acre residential development project located at the southeast corner of Elk Run Loop and Ridgecrest Drive. Tentative Tract Map No. 5860 creates 133 single family residential lots, one lot for a private recreational facility, 11 parcels for private streets and four parcels for landscape purposes.

The Conditions of Approval for Tract 5860 require the developer, Pardee Homes, to enter into a Subdivision Improvement Agreement with the City to complete public improvements and post sufficient surety guaranteeing the construction of all improvements. The attached Subdivision Improvement Agreement, signed by Pardee Homes is required prior to City Council approval of the tract map. Pardee Homes has submitted the necessary surety bonds and has paid the required construction inspection fees.

City staff has reviewed the Conditions of Approval for Tentative Tract Map 5860 to ensure compliance prior to the Final Map approval and recordation. The City Engineer has caused the Final Map to be reviewed and is satisfied that it is technically correct and in substantial conformance with the approved Tentative Tract Map. The City Council has previously approved the street names.

Dedications that have been offered to the City and are accepted on Tract Map 5860 include:

- Access easements over private street parcels
- Public easement for trail purposes
- Easements for landscaping and slope maintenance purposes and a Landscape Maintenance District

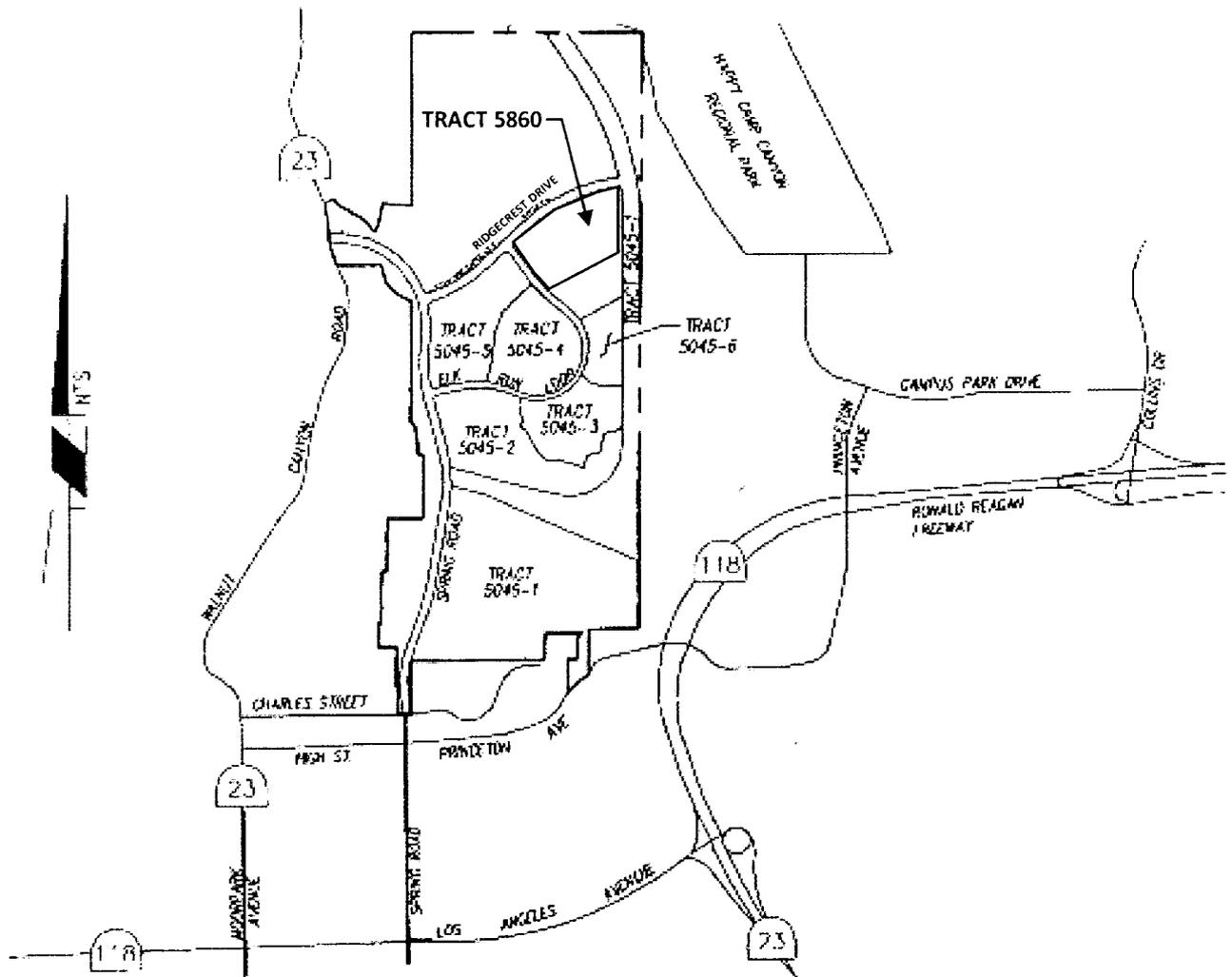
Dedications of easements for waterline, sanitary sewer and access are offered to, and have been accepted by the Ventura County Waterworks District No. 1.

STAFF RECOMMENDATION

1. Authorize the Mayor to execute the Subdivision Improvement Agreement for Tract No. 5860, Pardee Homes.
2. Authorize the Mayor and City Clerk to sign Tract Map 5860 and authorize the City Clerk to cause Tract Map 5860 to be recorded in the office of the Ventura County Recorder.

ATTACHMENTS:

1. Location Map
2. Subdivision Improvement Agreement
3. Final Map 5860



LOCATION MAP
TRACT 5860

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION REFERENCE DATA

FINAL TRACT MAP NO. 5860 ("Final Map" herein)

BASED ON TENTATIVE MAP NO. 5860

NAME OR TRACT NUMBER OF
SUBDIVISION:

TRACT 5860-Living Smart ("Subdivision"
herein)

NAME AND ADDRESS OF
SUBDIVIDER(S):

Pardee Homes
10880 Wilshire Boulevard, Suite 1900
Los Angeles, CA 90024

CITY COUNCIL RESOLUTION OF
APPROVAL NO.:

2010-2936 ("Resolution of Approval" herein)

IMPROVEMENT PLANS NO.:

11-ML-10944 Grading
11-ML-10945 Street and Storm Drain
("Improvement Plans" herein)

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	\$2,094,665.37
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GRADING	\$250,317.45
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TOTAL:	\$2,344,982.82
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ESTIMATED MONUMENTATION COST:
(to be subject to separate deposit)

\$136,003.74

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Signatures
Faithful Performance Bond
Payment Bond

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Moorpark, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan, including public improvements and private street improvements, is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation more specifically described in the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. Subdivider shall be responsible for the care and maintenance of the Improvements and shall bear all risks of loss or damage to the Improvements until the latter of the following time periods: (i) the category of Improvements is accepted by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time specified in a Development Agreement involving the Subdivision or other agreement or obligation imposed on the Subdivider. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

I. Subdivider shall pay all City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION, including but not limited to, the following:

1. Building Permit Fees – to be paid at the time of building permit issuance;

2. Final Map Filing Fee – to be paid at time of filing final map;

3. Final Map Plan Check Fees --- to be paid from cash deposit established at time of filing final map;

4. Final Map Monumentation Fees – to be paid from cash deposit established at time of filing final map;

5. Plan Check and Review Fees – to be paid from cash deposit established at time of filing improvement plans;

6. Encroachment Permit Fees – to be paid at time of application for encroachment permit; and

7. Inspection Fees – to be paid from cash deposit established at time of approval of improvement plans.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval prior to the acceptance of improvements and release of bonds or other security.

2. SOILS TESTING AND REPORT

A. Subdivider shall employ and pay for a Soils Engineer acceptable to the City Engineer of City. The Soils Engineer shall perform materials testing, construction control testing, interpretation of test results, and pavement design for the street portion of the Improvements in accordance with the requirements set forth in Improvement Plans, and Ventura County Road Standards, as approved by City.

B. The Soils Engineer shall provide City the reports containing the results of the testing, the interpretation of the results and the pavement design done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing, interpretation, and design have been done properly in accordance with the applicable Ventura County Road Standards, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the City Engineer of City.

3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the following improvements in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement as though set forth at length herein.:

A. Streets, storm drains and monuments described in the drawings, plans and specifications under City documents: City Drawing No(s). 06-ML-10824 on file in the office of the City Engineer.

B. Water and sewer systems described in drawings, plans and specifications under Ventura County Water Works District documents: Ventura County Drawing No(s). 66694 through 66705 on file in the office of Ventura County's Public Works Director, Ventura, California.

Consistent with the offers of dedication shown on the Final Map, Subdivider irrevocably offers the Improvements within City right of way and property, to City for public use, except all water and sewer systems described in the documents specified in paragraphs A and B of this section, which are irrevocably offered to the entities referred to in those paragraphs.

4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request, in the form of a written letter, a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted fees and rates.

C. Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If

the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

7. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. The Subdivider shall automatically increase the amount of such security by an amount equal to ten percent (10%) of the deposited security every year, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the

Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and justification therefor.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. The Subdivider shall automatically increase the amount of such security by an amount equal to ten percent (10%) of the deposited security every year, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and justification therefor.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements, and accordingly, shall not be fully released until after the City Engineer's determination that the Improvements are not defective following the completion of the one-year warranty period.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 6 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements (including the complete water and sewer system) within two years from the Effective Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

G. Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners or a private community association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners or a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within 45 days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within 45 days of receipt of the list of remaining work from the local agency, the subdivider may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have 45 days to review, comment, and approve, modify, or disapprove those cost estimates. The City Engineer shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits City Engineer from allowing for a partial release as it otherwise deems appropriate.

3. If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original performance security unless the City Engineer allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required public improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City Engineer within 45 days.

6. Within 60 days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within 60 days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the City Council, and if no claims have been recorded, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

9. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's acts or failure to act.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an

alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance unless otherwise required by the applicable development agreement, if any, or other agreement or condition applicable to the subdivision. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

10. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

B. Insurance During Construction

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than twenty million dollars (\$20,000,000) each accident.

4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance

Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

C. Insurance After Construction

Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance

Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance as in unobtainable shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost

must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

3. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage

Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars (\$1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than fifteen million dollars (\$15,000,000) each accident.

D. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no

cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and

every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and

expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

13. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: City Manager
 City of Moorpark
 799 Moorpark Avenue,
 Moorpark, California 93021

If to the Subdivider: To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

17. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

18. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

20. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

"SUBDIVIDER"

(Type or print exact name of person or business entity)

By: _____
(Signature of authorized officer)

(Type or print name of authorized officer)

(Type or print title of authorized officer)

Date: _____

By: _____
(Signature of authorized officer)

(Type or print name of authorized officer)

(Type or print title of authorized officer)

Date: _____

"CITY"

CITY OF MOORPARK

MAYOR

(SEAL)

ATTEST:

CITY CLERK

OWNERS STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 5860, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDECTION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, AN ACCESS EASEMENT OVER PARCELS "A" THROUGH "J" INCLUSIVE AND PARCEL "O".

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF MOORPARK AN EASEMENT OVER THE 25.00' WIDE STRIP OF LAND FOR TRAIL PURPOSES AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF MOORPARK EASEMENTS OVER PORTIONS OF PARCELS "K" THROUGH "N" FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS, AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF MOORPARK EASEMENTS OVER PORTIONS OF PARCELS "K" THROUGH "N" FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS, AS SHOWN ON THIS MAP.

AND THAT THEY DO HEREBY DEDICATE TO VENTURA COUNTY WATERWORKS DISTRICT NO. 1 AN EASEMENT OVER ALL PRIVATE STREETS AND LOT "O", FOR WATER PIPE LINE PURPOSES, SANITARY SEWER PURPOSES AND ACCESS PURPOSES AS SHOWN ON THIS MAP.

PARDEE HOMES, A CALIFORNIA CORPORATION, OWNER

PRINT NAME: _____ PRINT TITLE: _____
PRINT NAME: _____ PRINT TITLE: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____ 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/IT/HEY 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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____

NOTARY PUBLIC IN AND FOR SAID STATE _____ COUNTY.

(PRINT NAME) _____ MY COMMISSION EXPIRES: _____

CONDITIONAL APPROVAL NOTE

OWNERS ACKNOWLEDGE THAT THE CONDITIONS OF APPROVAL OF THIS MAP, PER RESOLUTION NO. _____ DATED _____, 20____, FOR TENTATIVE TRACT NO. 5860 DATED _____ SHALL APPLY TO ALL FUTURE PURCHASERS OF LAND WITHIN THIS SUBDIVISION. A COPY OF SAID RESOLUTION NO. _____ IS ON FILE FOR PUBLIC INSPECTION AT:

CITY OF MOORPARK
COMMUNITY DEVELOPMENT DEPARTMENT
759 MOORPARK AVENUE
MOORPARK, CA 93021

SOILS AND GEOLOGIC REPORTS

THE FOLLOWING SOILS REPORTS AND GEOLOGIC REPORTS RELATING TO TRACT NO. 5045 HAVE BEEN PREPARED:

DATE OF REPORT: FEBRUARY 4, 2002
TITLE OF REPORT: GRADING PLAN REVIEW FOR PHASE 1, TRACT 5045, SPRING ROAD FROM CHARLES STREET TO WALNUT CANYON ROAD.

DATE OF REPORT: MARCH 5, 2004
TITLE OF REPORT: BULK GRADING PLAN REVIEW REPORT AND PARTIAL RESPONSE TO REVIEW LETTER DATED MARCH 11, 2002, TRACT 5045.

DATE OF REPORT: MAY 5, 2004
TITLE OF REPORT: RESPONSE TO REVIEW, PHASES I AND II OF TRACT 5045.

DATE OF REPORT: JUNE 14, 2004
TITLE OF REPORT: GRADING PLAN REVIEW OF ROUGH GRADING AND RESPONSE TO THE CITY OF MOORPARK REVIEW LETTERS, TRACT 5045.

DATE OF REPORT: SEPTEMBER 20, 2004
TITLE OF REPORT: SPRING ROAD REALIGNMENT, PROPERTY LINE CONSTRAINTS, TRACT 5045

FIRM NAME: GEOLABS-WESTLAKE VILLAGE
BY: RONALD Z. SHAWER, INC.
REGISTRATION NO.: R.C.E. 35444
LOCATION WHERE ON FILE FOR PUBLIC INSPECTION: CITY OF MOORPARK, PUBLIC WORKS DEPARTMENT
759 MOORPARK AVENUE, MOORPARK, CA 93021

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT NO. 5860 CONSISTING OF 5 SHEETS, IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF MOORPARK, OF VENTURA COUNTY, CALIFORNIA, AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____, FOR APPROVAL. SAID COUNCIL HEREBY APPROVES SAID MAP.

AND ALSO HEREBY ACCEPTS THE ACCESS EASEMENTS OVER PARCELS "A" THROUGH "J" INCLUSIVE AND PARCEL "O", ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.

AND ALSO HEREBY ACCEPTS THE EASEMENT OVER THE 25.00' WIDE STRIP OF LAND FOR TRAIL PURPOSES AS SHOWN ON THIS MAP.

AND ALSO HEREBY ACCEPTS THE OFFER OF EASEMENTS OVER PORTIONS OF PARCELS "K" THROUGH "N" FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS, AS SHOWN ON THIS MAP. HOWEVER, THE IRREVOCABLE OFFER OF EASEMENTS OVER PORTIONS OF PARCELS "K" THROUGH "N" FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS, AS SHOWN ON THIS MAP, IS HEREBY REJECTED.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE ACCESS EASEMENT OVER THE 25.00' WIDE STRIP OF LAND FOR PUBLIC SAFETY, HEALTH AND WELFARE PURPOSES AND THE EASEMENT FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS, WHICH WERE ACQUIRED BY THE CITY OF MOORPARK, AS SHOWN ON TRACT NO. 5045-7, 157 M.R. 4-6, NOT SHOWN ON THIS MAP.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY, AND THE CORPORATE SEAL OF SAID CITY OF MOORPARK TO BE AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

MAUREEN BENSON
CITY CLERK
CITY OF MOORPARK

JANICE PARVIN
MAYOR
CITY OF MOORPARK

SIGNATURE OMISSIONS NOTES

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. CITY OF MOORPARK PRESENT OWNER OF AN EASEMENT FOR ACCESS FOR ALL GOVERNMENTAL AGENCIES FOR PUBLIC SAFETY, HEALTH AND WELFARE, LINE OF SIGHT, LANDSCAPING AND SLOPE MAINTENANCE, AND RESTRICTED USE AREA AS DEDICATED AND ACCEPTED ON THE MAP OF TRACT NO. 5045-7, RECORDED IN BOOK 157, PAGES 4 THROUGH 6 OF MISCELLANEOUS RECORDS (MAPS).

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

2. PATRICIA L. WILLIAMS, ET AL., PRESENT OWNER OF AN UNDIVIDED 51% INTEREST OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DISCLOSED BY DEED RECORDED DECEMBER 15, 1964 IN BOOK 2689, PAGE 564 OF OFFICIAL RECORDS.

VENTURA COUNTY WATERWORKS DISTRICT NO. 1 ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE EASEMENT OVER ALL PRIVATE STREETS AND LOT "O", FOR WATER PIPE LINE PURPOSES, SANITARY SEWER PURPOSES AND ACCESS PURPOSES, OFFERED HEREON TO THE VENTURA COUNTY WATERWORKS DISTRICT NO. 1, A GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED BY THE UNDERSTANDING OFFICER ON BEHALF OF SAID DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF VENTURA COUNTY ADOPTED ON APRIL 7, 1998.

DATE: _____

WAYNE E. BATILESON
COUNTY SURVEYOR
COUNTY OF VENTURA
BY: _____
COUNTY SURVEYOR
P. L. S. 6918 (EXPIRES 10/30/2013)

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTION 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____

STEVEN HINZE
COUNTY TAX COLLECTOR
COUNTY OF VENTURA
BY: _____
DEPUTY COUNTY TAX COLLECTOR

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES _____
AT THE REQUEST OF CHICAGO TITLE COMPANY.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARDEE HOMES IN JULY 2010. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDECTION OF THIS TRACT MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GREGORY A. HELMER, L.S. 5134



CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5860, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF APPLICABLE, HAVE BEEN COMPLIED WITH.

DAVID KLOTZLE, P.E.
INTERIM CITY ENGINEER
CITY OF MOORPARK
P.O. E. 55752

DATE: _____, 20____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5860 AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

ALFONSO A. EDARRIN, P.L.S.
ACTING CITY SURVEYOR
CITY OF MOORPARK
L.S. 4137

DATE: _____, 20____

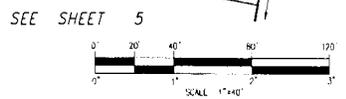
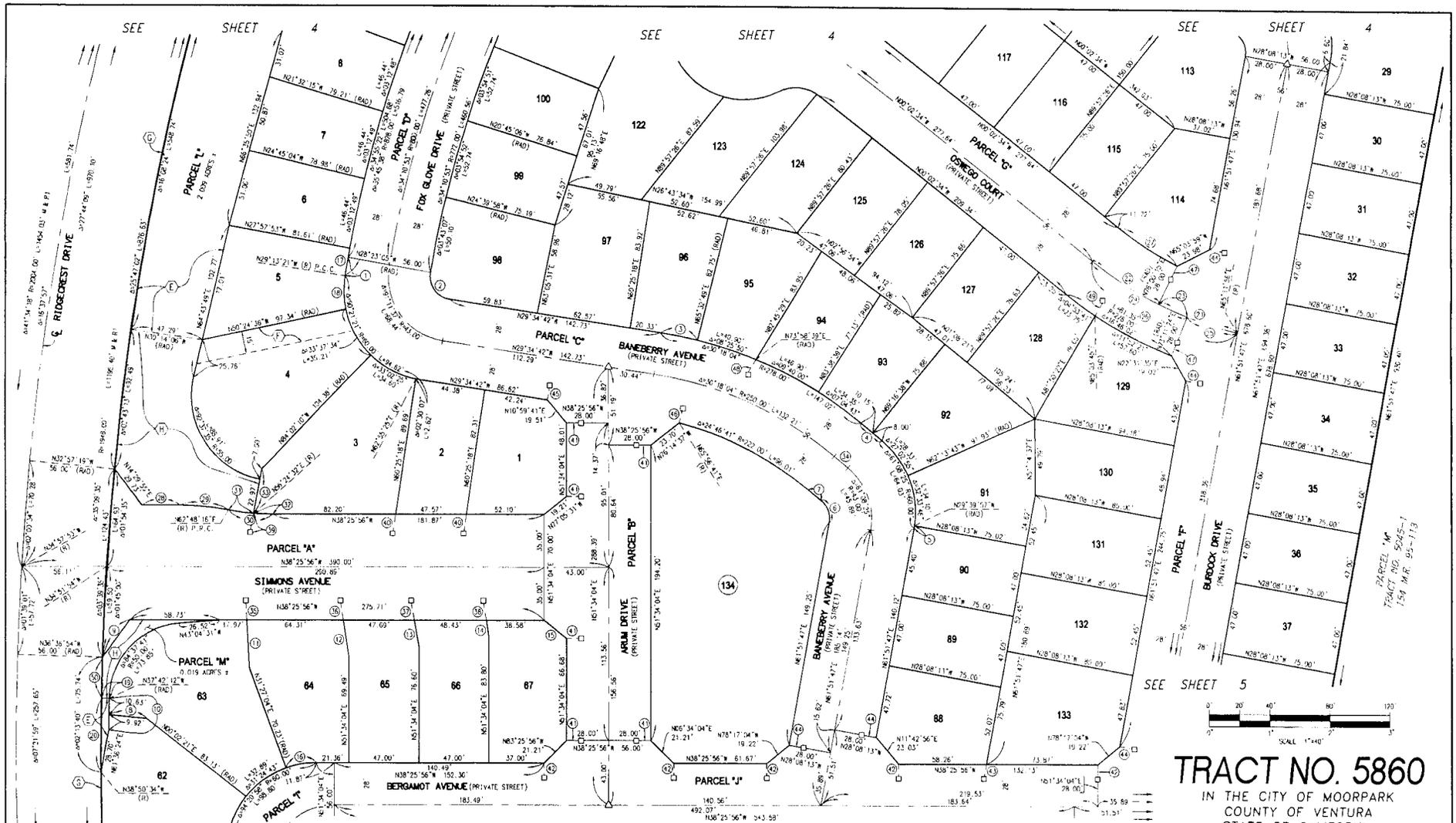


TOTAL GROSS AREA = 21.854 ACRES
1.34 NUMBERED LOTS
1.5 LETTERED LOTS

TRACT NO. 5860
IN THE CITY OF MOORPARK
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5045-7 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157, PAGES 4 THROUGH 6 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

JULY, 2010
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SHEET 1 OF 5 SHEETS



TRACT NO. 5860
 IN THE CITY OF MOORPARK
 COUNTY OF VENTURA
 STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5045-7 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157, PAGES 4 THROUGH 6 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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 SHEET 3 OF 5 SHEETS

DATA TABLE

(#)	BKNG/DELTA	RADIUS	LENGTH
1	00°50'16"	828.00'	12.11'
2	91°11'37"	15.00'	23.87'
3	09°07'31"	778.00'	24.87'
4	N00°43'22"E	---	18.15'
5	01°31'44"	60.00'	1.60'
6	61°08'25"	15.00'	16.01'
7	N00°43'22"E	---	11.86'
8	N32°39'22"W	---	25.20'
9	N87°56'16"E	---	30.34'
10	N65°17'48"E	---	20.58'
11	N48°10'48"E	---	31.33'
12	N42°50'08"E	---	24.36'

DATA TABLE

(#)	BKNG/DELTA	RADIUS	LENGTH
13	N41°30'01"E	---	17.22'
14	N42°20'37"E	---	5.89'
15	N00°03'15"W	---	19.13'
16	20°01'00"	60.00'	21.00'
17	01°15'28"	828.00'	18.18'
18	21°11'15"	60.00'	22.19'
19	N37°24'15"E (RAD)	5.00'	5.00'
20	01°36'15"	1948.00'	45.91'
21	12°48'19"	250.00'	55.87'
22	11°52'11"	250.00'	52.16'
23	04°48'51"	250.00'	21.01'
24	18°46'02"	250.00'	73.16'

DATA TABLE

(#)	BKNG/DELTA	RADIUS	LENGTH
25	07°58'20"	250.00'	34.89'
26	N47°45'30"	250.00'	108.63'
27	11°57'11"	222.00'	46.31'
28	N38°25'56"W	---	25.00'
29	11°14'12"	163.00'	31.07'
30	11°14'12"	150.00'	29.41'
31	06°23'44"	150.00'	16.74'
32	04°56'08"	150.00'	10.67'
33	N62°05'14"E (RAD)	29.97'	29.97'
34	N00°43'22"E	---	11.65'
35	N45°10'48"E	---	17.77'
36	N47°50'08"E	---	12.90'
37	N41°30'01"E	---	12.95'

DATA TABLE

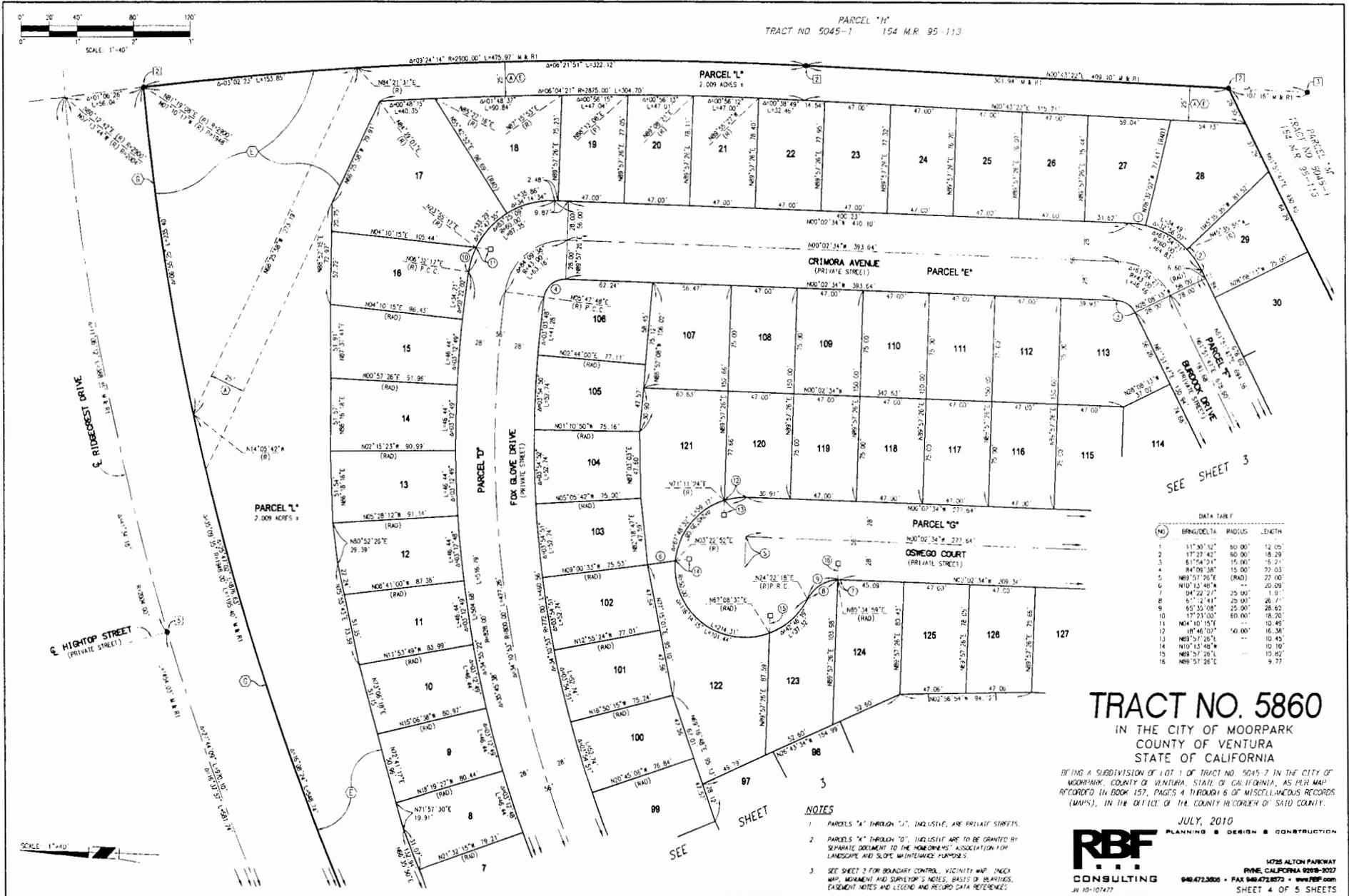
(#)	BKNG/DELTA	RADIUS	LENGTH
38	N42°20'37"E	---	12.92'
39	N50°26'14"E	---	12.61'
40	N60°25'18"E	---	12.90'
41	N38°25'56"W	---	9.75'
42	N51°34'04"E	---	9.75'
43	N61°51'47"E	---	9.91'
44	N28°08'13"W	---	9.75'
45	N60°25'18"E	---	9.75'
46	N65°56'41"E	---	9.75'
47	N47°11'24"E	---	9.75'
48	N56°43'20"E	---	9.87'
49	N81°50'22"E	---	9.77'
50	00°47'21"	1948.00'	26.83'

NOTES

1. PARCELS "A" THROUGH "J", INCLUSIVE, ARE PRIVATE STREETS
2. PARCELS "A" THROUGH "J", INCLUSIVE, ARE TO BE GRANTED BY SEPARATE DOCUMENT TO THE HOMEOWNERS' ASSOCIATION FOR LANDSCAPE AND SLIP MAINTENANCE PURPOSES.
3. SEE SHEET 2 FOR BOUNDARY CONTROL, VICINITY MAP, INDEX MAP, MONUMENT AND SURVEYOR'S NOTES, BASIS OF BEARINGS, EXISTING NOTES, AND LEGEND AND RECORD DATA REFERENCES.



PARCEL "H"
TRACT NO 5045-1 154 M.R. 95-113



DATA TABLE

NO.	Bearing/Delta	RADIUS	LENGTH
1	S17°30'10"E	80.00'	12.05'
2	S17°22'42"E	80.00'	18.28'
3	S17°54'21"E	15.00'	5.21'
4	S47°09'38"E	15.00'	22.03'
5	N89°57'30"E	(RAD)	22.00'
6	N10°13'48"E	11.00'	20.09'
7	S47°22'27"E	25.00'	1.91'
8	S7°12'41"E	25.00'	26.71'
9	S65°35'08"E	25.00'	28.62'
10	S72°23'00"E	80.00'	18.20'
11	N84°10'15"E	10.00'	10.49'
12	S18°46'00"E	50.00'	16.38'
13	N89°57'28"E	11.00'	10.45'
14	N10°15'40"E	10.00'	10.10'
15	N89°57'28"E	10.00'	10.82'
16	N89°57'28"E	10.00'	9.77'

TRACT NO. 5860

IN THE CITY OF MOORPARK
COUNTY OF VENTURA
STATE OF CALIFORNIA

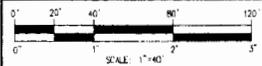
BEING A SUBDIVISION OF A PORTION OF TRACT NO. 5045-1 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157, PAGES 4 THROUGH 6 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

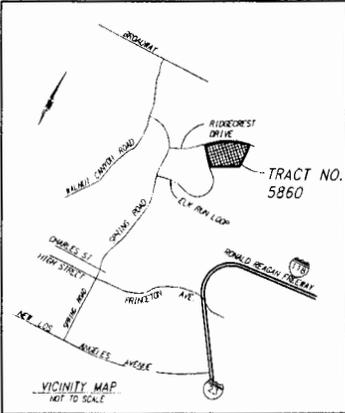
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SHEET 4 OF 5 SHEETS

- NOTES
1. PARCELS "A" THROUGH "J", INCLUSIVE, ARE PRIVATE STREETS.
 2. PARCELS "K" THROUGH "O", INCLUSIVE, ARE TO BE GRANTED BY SEPARATE DOCUMENT TO THE HOMEOWNERS' ASSOCIATION FOR LANDSCAPE AND SLOPE MAINTENANCE PURPOSES.
 3. SEE SHEET 3 FOR BOUNDARY CONTROL, VICINITY MAP, CHECK MAP, MONUMENT AND SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES AND LEGEND AND RECORD DATA REFERENCES.





MONUMENT AND SURVEYOR'S NOTES

- ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE NOTED.
- SET 1" IRON PIPE TAGGED "L.S. 5134" AT ALL LOT CORNERS, EXCEPT LOT CORNERS WHICH ADJUT A STREET WHICH WILL BE MARKED ON A 9.75' OFFSET INSIDE THE STREET RIGHT-OF-WAY BY A LEAD, TACK & TAG STAMPED "L.S. 5134" ON SIDELINES PRODUCED, OR RADICALLY OR PERPENDICULAR FROM B.C.S. I.C.S. P.C.C.S. OR P.R.C.S. UNLESS OTHERWISE NOTED.
- INDICATES SET A LEAD, TACK AND TAG "L.S. 5134" ON OFFSET AS SHOWN INSIDE STREET RIGHT-OF-WAY ON SIDELINE PRODUCED.
- INDICATES SET VENTURA COUNTY MELL MONUMENT WITH 2" BRASS CAP STAMPED "L.S. 5134".
- SET 1 1/2" IRON PIPE TAGGED "L.S. 5134" AT ALL STREET CENTER LINE POINTS OF CONTROL, UNLESS OTHERWISE NOTED.
- INDICATES FOUND MONUMENT AS MOVED AND REFERENCED HEREIN:
- FOUND VENTURA COUNTY MELL MONUMENT WITH 2" BRASS CAP STAMPED "L.S. 5134" PER R1.
- FOUND 1 1/2" IRON PIPE TAGGED "L.S. 5134" PER R1.
- FOUND 1" IRON PIPE TAGGED "L.S. 5134" PER R1.
- FOUND VENTURA COUNTY MELL MONUMENT WITH 2" BRASS CAP STAMPED "L.S. 5134" PER R2.
- FOUND VENTURA COUNTY MELL MONUMENT WITH 2" BRASS CAP STAMPED "L.S. 5134" PER R3.

EASEMENT NOTES

- DENOTES A 25.00 FOOT WIDE EASEMENT FOR TRAIL PURPOSES BEING DEDICATED HEREON TO THE CITY OF MOORPARK.
- DENOTES AN EASEMENT FOR LINE OF SIGHT PURPOSES DEDICATED TO THE CITY OF MOORPARK PER TRACT NO. 5045-7, 157 M.R. 4-6.
- DENOTES "RESTRICTED USE AREA," THE RIGHT TO RESTRICT THE ERECTION OF HAZARDOUS BUILDINGS OR OTHER STRUCTURES WITHIN THIS AREA DEDICATED TO THE CITY OF MOORPARK PER TRACT NO. 5045-7, 157 M.R. 4-6.
- DENOTES A 10.00' WIDE EASEMENT FOR INDUSTRIAL ACCESS PURPOSES, TO BE GRANTED BY A SEPARATE DOCUMENT TO THE HOMEOWNER'S ASSOCIATION AS SHOWN ON SHEET 5.
- DENOTES AN EASEMENT FOR LANDSCAPE AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS BEING DEDICATED HEREON TO THE CITY OF MOORPARK.
- DENOTES A PROPOSED EASEMENT FOR ACCESS AND DRAINAGE PURPOSES TO BE GRANTED TO THE HOME OWNER'S ASSOCIATION BY SEPARATE DOCUMENT.
- DENOTES ALL VEHICULAR ACCESS RIGHTS, INCLUDING THROUGH AND EGRESS, DEDICATED TO THE CITY OF MOORPARK PER TRACT NO. 5045-7, 157 M.R. 4-6.
- DENOTES AN IRREVOCABLE OFFER TO THE CITY OF MOORPARK OF AN EASEMENT FOR LANDSCAPE AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS (THIS EASEMENT IS NOT ACCEPTED ON THIS MAP.)

LEGEND AND RECORD DATA REFERENCES

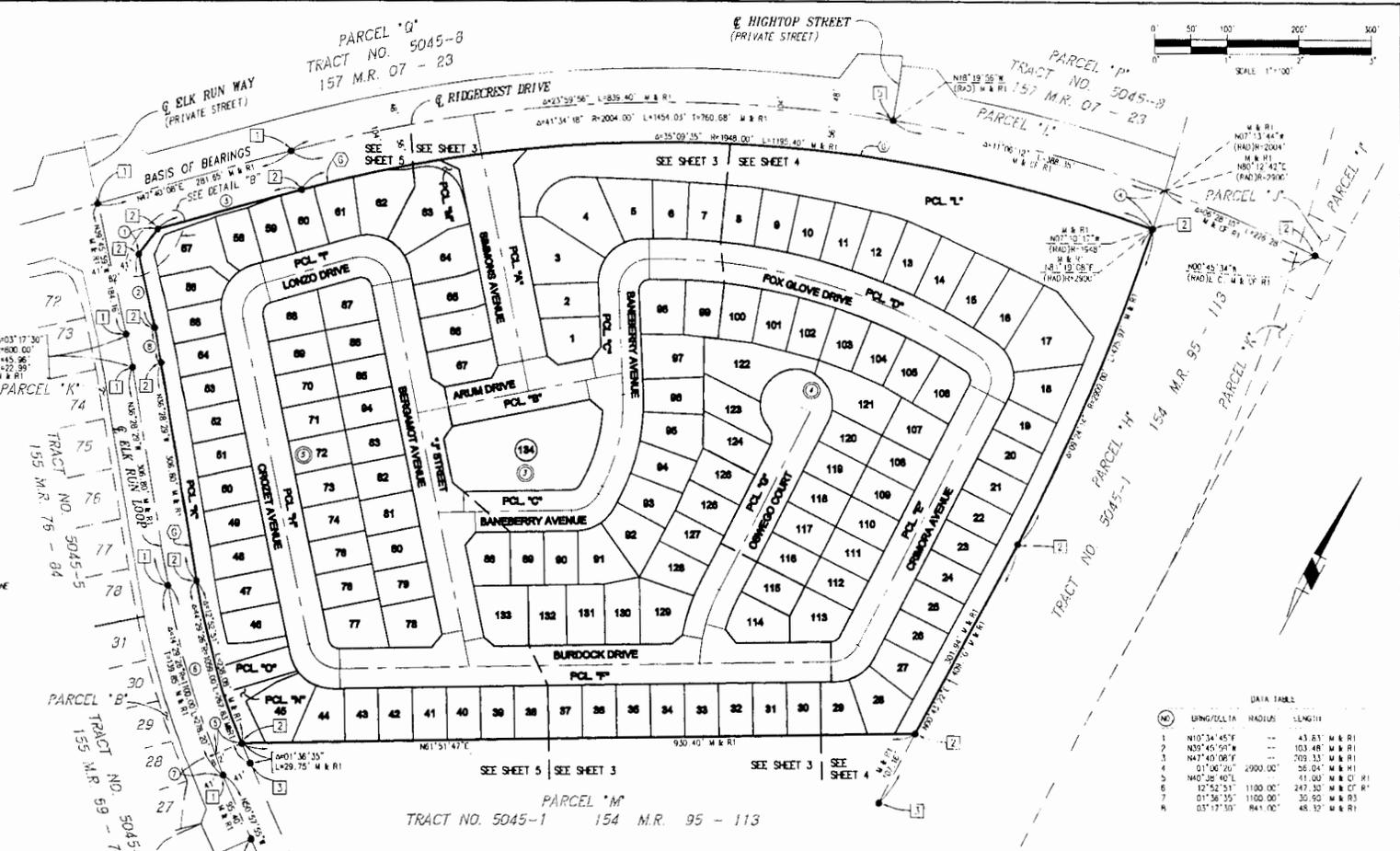
M MEASURED
 C CALCULATED FROM RECORD
 E.C. END OF CURVE
 (R) OR (RAD) RADIAL
 R1 RECORD DATA PER TRACT NO. 5045-1, 154 M.R. 95-113
 R2 RECORD DATA PER TRACT NO. 5045-4, 155 M.R. 89-75
 R3 RECORD DATA PER TRACT NO. 5045-7, 157 M.R. 4-6

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP BASED ON THE CENTERLINE OF RIDGECREST AVENUE BEING HELD AS N47°40'00" AS SHOWN ON TRACT NO. 5045-1, 154 M.R. 95-113.

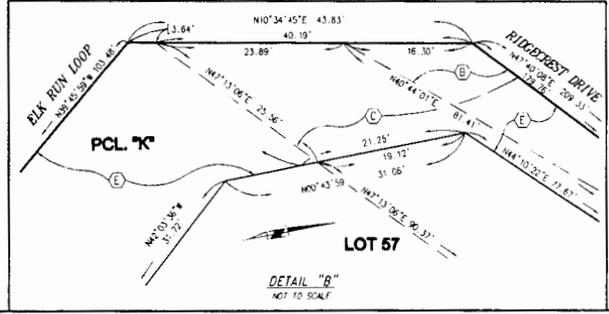
NOTES

- ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DECIMALS REPRESENT 1/4" DISTANCE TO ZERO HUNDRETHS OF A FOOT.



DATA TABLE

NO.	BEARING/DIRECTION	RADIUS	LENGTH
1	N10°34'45"E	---	43.61' M & R1
2	N03°45'59"W	---	103.48' M & R1
3	N47°40'00"E	---	709.33' M & R1
4	01°06'20"	2000.00'	56.04' M & R1
5	N40°38'40"E	---	51.00' M & R1
6	T2°52'51"	1100.00'	249.30' M & R1
7	01°38'35"	1100.00'	30.50' M & R3
8	03°17'30"	R41.00'	48.32' M & R1



TRACT NO. 5860
 IN THE CITY OF MOORPARK
 COUNTY OF VENTURA
 STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5045-7 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157, PAGES 4 THROUGH 6 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

JULY, 2010
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