

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

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

DATE: September 10, 2014 (CC Meeting of 09/17/14)

SUBJECT: Consider Subdivision Improvement Agreement and Final Map Approval for Tract Map No. 5463 – Toll Brothers, Inc.

DISCUSSION

Tract 5463 is a 43-acre residential development project located at the northeast corner of Championship Drive and Grimes Canyon Road (Attachment 1). Tentative Tract Map No. 5463 creates 49 single family residential lots, one lot for a private recreational facility, two lots for private streets, one lot for a detention basin and seven lots for landscape purposes. Toll Brothers Inc. owns an additional vacant single family residential parcel adjacent to, but not within the boundaries of Tentative Tract Map 5463, which will be developed for a total of 50 single family homes within this project.

City staff has reviewed the Conditions of Approval for Tentative Tract Map 5463 to ensure compliance with those conditions required prior to the Final Map approval and recordation. Standard Condition No. 74 requires the formation of a Landscape and Lighting Maintenance District (LLMD) to provide an assessment mechanism for the City's maintenance of certain landscaping, irrigation and drainage improvements. The LLMD will be formed by annexing the Tract 5463 improvements to be maintained, into the existing LLMD formed by Tract 4928, Assessment District 01-2 (AD 01-2). Toll Brothers, Inc. has partially satisfied Standard Condition No. 74 by submitting a signed Petition and Waiver requesting the annexation of the Tract 5463 improvements into AD 01-2, and is waiting for staff to prepare an item for City Council to authorize the annexation proceedings.

Standard Condition No. 59 requires the developer, Toll Brothers, Inc., to enter into a Subdivision Improvement Agreement with the City to complete public improvements and post sufficient surety guaranteeing the construction of all improvements, prior to the

Final Map approval and recordation. The Subdivision Improvement Agreement signed by Toll Brothers, Inc. (Attachment 2) includes a provision whereby the annexation of Tract 5463 into LLMD AD 01-2 would have to be fully executed prior to the issuance of the first certificate of occupancy for a residential unit other than the model units. This provision modifies Standard Condition No. 74 which must be formalized by a Permit Adjustment to amend the Conditions of Approval for Tentative Tract Map 5463. Toll Brothers, Inc. has submitted the necessary surety bonds and has paid the required construction inspection fees as required by the Subdivision Improvement Agreement.

The Conditions of Approval for Tentative Tract Map 5463 require the developer to deposit their fair share contribution prior to Final Map Recordation for 1) Crossing Guard Fee (\$94,535.00); and 2) Various Intersection and Roadway Improvements (\$16,000.00). Payment of these items will be collected from the developer prior to sending the Final Map to the Ventura County Recorder for recordation.

City staff has reviewed the Conditions of Approval for Tentative Tract Map 5463 to ensure compliance prior to the Final Map approval and recordation. The City Engineer has caused the Final Map (Attachment 3) 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 5463 include:

- Access and public utility easements over private street parcels
- Public easement for trail purposes
- City monument sign easement adjacent to Grimes Canyon Road
- Storm drain easements
- Permanent conservation, landscape and open space easements
- Fuel modification easements for fire prevention
- Easement for landscaping and slope maintenance purposes and a Landscape Maintenance District over the detention basin.

Dedications that have been offered to the City but are rejected on Tract Map 5463 include easements over the private street parcels for drainage, and landscaping and slope maintenance of the parcels abutting Championship Drive and Grimes Canyon Road. These areas will be maintained by the Homeowners Association.

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

Tract Map 5463 includes the abandonment of an existing fuel modification easement that was established by Tract Map 4928-3 along the eastern edge of Tract Map 5463 which renders the proposed single family residential lots unbuildable unless abandoned on Tract Map 5463. The new fuel modification easements offered on Tract Map 5463

and accepted by the City replace the abandoned fuel modification easement. Abandonment of a portion of unused Grimes Canyon Road right-of-way that lies within the northwestern limits of Tract Map 5463 is also included on Tract Map 5463.

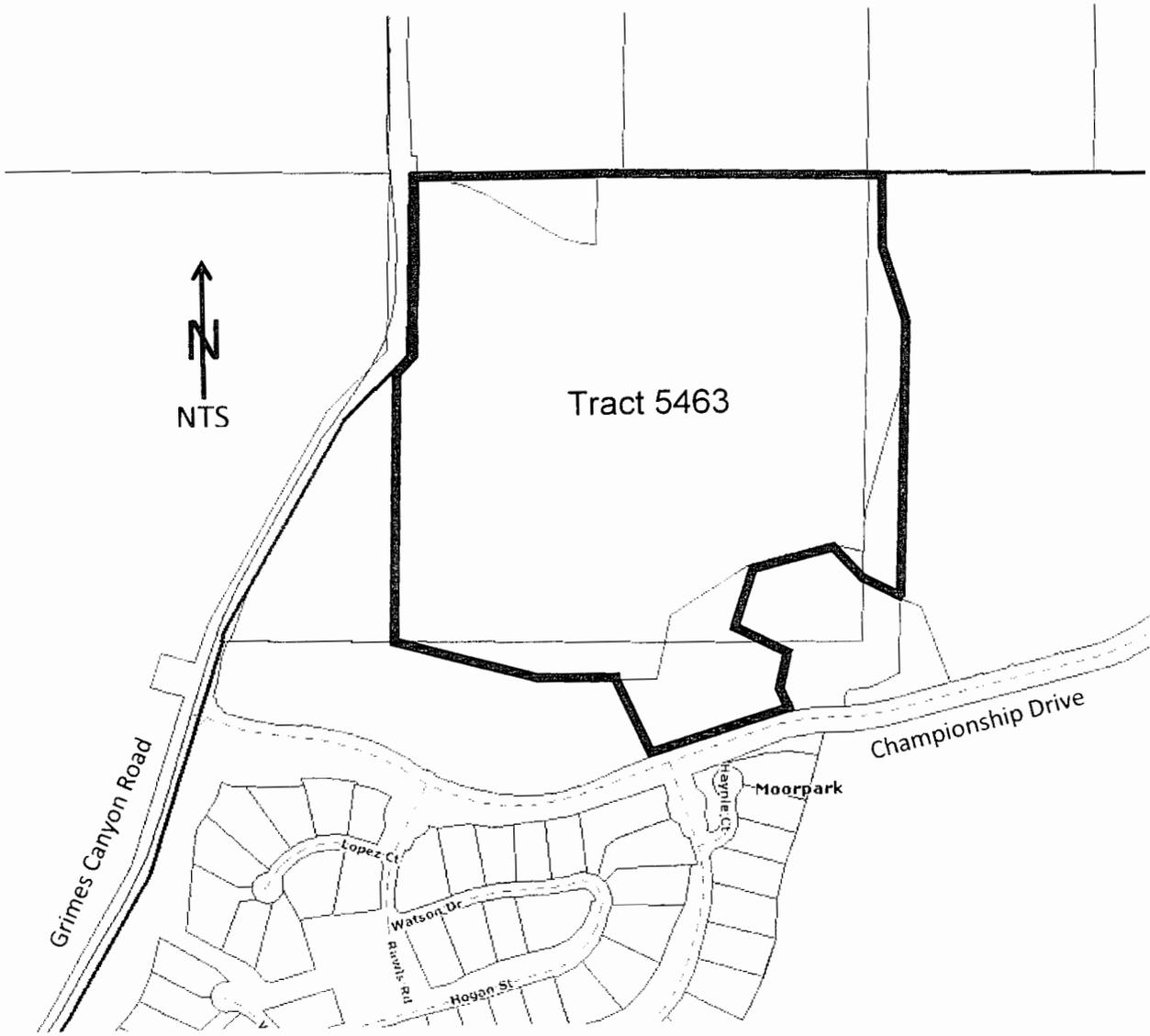
STAFF RECOMMENDATION

1. Authorize the Mayor to execute the Subdivision Improvement Agreement for Tract No. 5463, Toll Brothers, Inc.
2. Direct the Community Development Director to issue a Permit Adjustment to amend the Conditions of Approval related to the Final Map as addressed in this agenda report.
3. Authorize the Mayor and City Clerk to sign Tract Map 5463 and authorize the City Clerk to cause Tract Map 5463 to be recorded in the office of the Ventura County Recorder.

ATTACHMENTS:

1. Location Map
2. Subdivision Improvement Agreement
3. Final Map 5463

Location Map



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. 5463 ("Final Map" herein)

BASED ON TENTATIVE MAP NO. 5463

NAME OR TRACT NUMBER OF SUBDIVISION:	TRACT 5463 – Masters at Moorpark Country Club ("Subdivision" herein)	
NAME AND ADDRESS OF SUBDIVIDER(S):	Toll Land XX LP, Limited Partnership 725 Town and Country Road, Suite 200 Orange, CA 92868	
CITY COUNCIL RESOLUTION OF APPROVAL NO.:	2006-2541 ("Resolution of Approval" herein)	
IMPROVEMENT PLANS NO.:	07-ML-10891 ("Improvement Plans" herein)	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	\$5,386,443.47
	GRADING	\$3,729,561.45
	TOTAL:	\$9,116,004.92
ESTIMATED MONUMENTATION COST: (to be subject to separate deposit)		\$87,816.25

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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"). Notwithstanding the foregoing, the Parties agree to the following: Standard Condition No. 74 of Tentative Tract 5463 which requires the formation of a Landscape Maintenance District, shall require the formation of the Landscape Maintenance District prior to issuance of the first certificate of occupancy (excluding occupancies for the model units) for Tentative Tract 5463.

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. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of 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 (not including the term of any Development Agreement) involving the Subdivision or other agreement or obligation imposed on the Subdivider, regarding the Subdivider's obligation to maintain the Improvements. 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. In addition to, and separate from: (1) the indemnity obligations contained in Section 9 of this Agreement, (2) the care, repair and maintenance provisions under paragraph F of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 5 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within ten (10) years after City's acceptance of the Improvement, provided the City provides notice to Subdivider of the existence of the defect within that time period, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. 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.

I. 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.

J. 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.

K. 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). 07-ML-10891 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). 112994 through 113008 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, because (i) the surety becomes insolvent; (ii) the surety’s bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, 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 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City,, and if no claims have been filed, 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 defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of

defective methods, materials and workmanship (collectively, "Subdivider's Faults"), 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 Faults.

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 Subdivider's Faults, 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 defective design or defective 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, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. 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 Subdivider's Faults with respect to 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"

TOLL LAND XX LP
(Type or print exact name of person or business entity)

By: [Signature]
(Signature of authorized officer)

Kevin E. Rosinski
(Type or print name of authorized officer)

VICE PRESIDENT
(Title of authorized officer)

Date: 6/6/13

By: _____
(Signature of authorized officer)

(Type or print name of authorized officer)

(Title of authorized officer)

Date: _____

"CITY"

CITY OF MOORPARK

MAYOR

ATTEST:

CITY CLERK

(SEAL)

ACKNOWLEDGMENT

State of Arizona)
) ss
County of Maricopa)

On June 6, 2013, before me, Madeline M. Bennett, Notary Public, personally appeared Kevin E. Rosinski, Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Madeline M. Bennett

My Commission Expires Sept. 12, 2013

(Seal)

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE LAND INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 5463, SHOWN ON THIS MAP. THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF MOORPARK THE FOLLOWING:

- 1. ALL RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS THE WESTERLY LINE OF LOT B ABUTTING GRIVES CANYON ROAD AND THE SOUTHERLY LINE OF LOT D ABUTTING CHAMPIONSHIP DRIVE IN ORDER THAT THE OWNERS OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID GRIVES CANYON ROAD AND CHAMPIONSHIP DRIVE EXCEPT THE GENERAL RIGHT-OF-TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC.
2. PUBLIC UTILITY PURPOSES EASEMENTS OVER THOSE PORTIONS OF LOTS 1-49 INCLUSIVE, LOTS A, C, D, G AND H AS SHOWN HEREON.
3. A NON-BUILDABLE RESTRICTION USE EASEMENT TO PROVIDE AN AGRICULTURAL BUFFER CONSISTENT WITH THE GENERAL PLAN LAND USE ELEMENT OVER THAT PORTION OF LOT F AS SHOWN HEREON. NO STRUCTURES OF ANY KIND OR SIZE, WITH EXCEPTION OF DRAINAGE STRUCTURES, FENCING/WALLS, AND INFRASTRUCTURE REQUIRED BY THE CITY OR OTHER PUBLIC AGENCY, SHALL BE PERMITTED WITHIN THE EASEMENT AS SHOWN HEREON.
4. A NON-EXCLUSIVE ACCESS EASEMENT OVER LOT G AS A PRIVATE STREET AND LOT H AS A PRIVATE STREET, AND ALL OTHER PRIVATE STREETS TO PROVIDE ACCESS FOR ALL GOVERNMENTAL AGENCIES AND PUBLIC UTILITIES PROVIDING FOR PUBLIC SAFETY, HEALTH AND WELFARE.
5. AN EASEMENT TO SERVE AS A FUEL MODIFICATION ZONE FOR FIRE PREVENTION OVER THOSE PORTIONS OF LOTS A, B, C, E, E1, E2 AND F AS SHOWN HEREON. ONLY STRUCTURES AND LANDSCAPING APPROVED BY BOTH THE CITY OF MOORPARK AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT MAY BE PERMITTED WITHIN THE EASEMENT.
6. STORM DRAIN EASEMENTS OVER THOSE PORTIONS OF LOTS B AND G AS SHOWN HEREON.
7. AN EASEMENT FOR A CITY MONUMENT SIGN OVER THAT PORTION OF LOT B AS SHOWN HEREON.
8. AN EASEMENT FOR A MULTI-PURPOSE TRAIL OVER THAT PORTION OF LOT B AS SHOWN HEREON.
9. AND THAT WE DO HEREBY VOLUNTARILY GRANT AND CONVEY TO THE CITY OF MOORPARK PERMANENT CONSERVATION, LANDSCAPE AND OPEN SPACE EASEMENTS OVER LOTS A, B, C, D, E, E1, E2 AND F, AND NO AGRICULTURE, EXTRACTION OF SUBSURFACE MINERAL RESOURCES, EXCAVATION, DRILLING, PUMPING, MINING, OR SIMILAR ACTIVITY SHALL BE ALLOWED IN ANY PORTION OF THE CONSERVATION, LANDSCAPE AND OPEN SPACE EASEMENTS OR ON ANY PROPERTY ZONED OPEN SPACE. THE CONSERVATION EASEMENT IS VOLUNTARILY GRANTED PURSUANT TO CALIFORNIA CIVIL CODE SECTION 815 ET SEQ TO PRESERVE THE NATURAL, SCENIC AND OPEN SPACE CHARACTER OF THE PROPERTY IN AN UNDEVELOPED CONDITION; SAID EASEMENTS SHALL RUN WITH THE PROPERTY AND BE BINDING UPON GRANTORS AND THEIR SUCCESSORS AND ASSIGNS; AND ALL DEVELOPMENT RIGHTS ARE DEDICATED TO THE CITY OF MOORPARK.
10. AN EASEMENT FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS OVER ALL OF LOT I AS SHOWN HEREON.

AND WE DO HEREBY IRREVOCABLY OFFER TO THE CITY OF MOORPARK THE FOLLOWING:
A) LOTS G AND H FOR DRAINAGE PURPOSES AND ALL USES INCIDENT THERETO.
B) AN EASEMENT FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS OVER ALL OF LOTS B AND D AS SHOWN HEREON.
AND WE DO ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE FOLLOWING:

- I. LOT A FOR RECREATIONAL PURPOSES TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
II. LOTS B, C, D, E, E1, E2 AND F FOR OPEN SPACE PURPOSES TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
III. LOT G FOR PRIMARY ACCESS PURPOSES TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
IV. LOT H FOR SECONDARY/EMERGENCY ACCESS PURPOSES TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
V. LOT I FOR STORM WATER DETENTION PURPOSES TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
VI. AN ACCESS EASEMENT OVER A PORTION OF LOT 33 TO BENEFIT A PORTION OF LOT 5, VALLETTE TRACT AS SHOWN HEREON.
VII. A ROAD EASEMENT OVER A PORTION OF LOT B TO BENEFIT THE COUNTY OF VENTURA AS SHOWN HEREON.
VIII. AN EASEMENT FOR STORM DRAIN PURPOSES OVER THOSE PORTIONS OF LOTS B AND D TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.
IX. EASEMENTS FOR LINE OF SIGHT PURPOSES OVER THOSE PORTIONS OF LOTS 19, 20, 39, AND 43 TO BENEFIT THE HOMEOWNERS ASSOCIATION AS SHOWN HEREON.

COMES: TOLL LAND XX LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
BY: NAME: TITLE:
BY: NAME: TITLE:

TOLL CA, L.P., A CALIFORNIA LIMITED PARTNERSHIP, ALSO KNOWN AS TOLL CALIFORNIA, L.P., A CALIFORNIA LIMITED PARTNERSHIP
BY: NAME: TITLE:
BY: NAME: TITLE:

STATE OF CALIFORNIA }
COUNTY OF } SOS
ON _____ BEFORE ME, _____ PERSONALLY APPEARED

AND WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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
SIGNATURE: PRINT NAME:
PRINCIPAL PLACE OF BUSINESS: COUNTY:
MY COMMISSION EXPIRES: COMMISSION NO.

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 TOLL LAND XX LP, AND TOLL CA, LP, ON MAY 31, 2007. I HEREBY STATE THAT 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 RECORDATION 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 APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. THE SHEETS TO ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

WILLIAM T. HURDLE DATE:
PLS 5453 (EXP. 09/30/2014)
PROFESSIONAL LAND SURVEYOR
WILLIAM T. HURDLE
No. 5453
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5463, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

MICHAEL A. KENNADA DATE:
PLS 5642 (EXP. 03/31/15)
CITY SURVEYOR, CITY OF MOORPARK
MICHAEL A. KENNADA
No. 5642
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5463, 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, HAVE BEEN COMPLIED WITH.

DAVID A. KLOTZLE DATE:
PE 52752 (EXP. 12/31/14)
CITY ENGINEER, CITY OF MOORPARK

VENTURA COUNTY WATERWORKS DISTRICT NO. 1 ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE FOLLOWING EASEMENT OFFERED HEREON TO THE VENTURA COUNTY WATERWORKS DISTRICT NO. 1, A GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF SAID DISTRICT PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF VENTURA COUNTY ADOPTED ON APRIL 07, 1998.

AN EASEMENT OVER LOT G AND LOT H FOR WATERLINE PURPOSES, SANITARY SEWER PURPOSES, ACCESS PURPOSES, CONSTRUCTION AND MAINTENANCE PURPOSES TO SERVE THE SAME AS SHOWN HEREON AND ALL USES INCIDENT THERETO.

R. REDDY PAKALA DIRECTOR
BY: WAYNE BATTLESON COUNTY SURVEYOR, COUNTY OF VENTURA
PLS 6918 (EXPIRES 09/30/2015) DATE:

NOTE:

ALL RIGHT-OF-WAY DEDICATED TO THE CITY OF MOORPARK SHALL BE FREE AND CLEAR OF ALL ENCUMBRANCES. ALSO, ALL EASEMENTS DEDICATED HEREON TO THE CITY OF MOORPARK SHALL HAVE SENIOR RIGHTS OVER ANY OTHER EASEMENT DEDICATED BY THIS MAP.

STATE OF CALIFORNIA }
COUNTY OF } SOS
ON _____ BEFORE ME, _____ PERSONALLY APPEARED

AND WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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
SIGNATURE: PRINT NAME:
PRINCIPAL PLACE OF BUSINESS: COUNTY:
MY COMMISSION EXPIRES: COMMISSION NO.

CITY COUNCIL'S STATEMENT

THIS MAP ENTITLED TRACT NO. 5463, CONSISTING OF 12 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 _____ DAY OF _____, 2014 FOR APPROVAL. SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY HEREBY ACCEPT FOR PUBLIC USE, THE FOLLOWING OFFERS OF DEDICATION FOR EASEMENTS SHOWN ON THIS MAP.

- 1. ALL RIGHTS OF INGRESS AND EGRESS AS OFFERED HEREON.
2. ALL PUBLIC UTILITY PURPOSES EASEMENTS OVER THOSE PORTIONS OF LOTS 1-49 INCLUSIVE AND LOTS A, C, D, G AND H AS OFFERED HEREON.
3. THE NON-BUILDABLE RESTRICTED USE EASEMENT TO PROVIDE AN AGRICULTURAL BUFFER OVER THAT PORTION OF LOT F AS OFFERED HEREON.
4. THE NON-EXCLUSIVE ACCESS EASEMENT OVER LOTS G AND H AND ALL OTHER PRIVATE STREETS AS OFFERED HEREON.
5. THE EASEMENTS FOR A FUEL MODIFICATION ZONE FOR FIRE PREVENTION OVER THOSE PORTIONS OF LOTS A, B, C, E, E1, E2 AND F AS OFFERED HEREON.
6. THE STORM DRAIN EASEMENTS OVER THOSE PORTIONS OF LOTS B AND G AS SHOWN HEREON.
7. THE CITY MONUMENT SIGN EASEMENT OVER THAT PORTION OF LOT B AS OFFERED HEREON.
8. THE MULTI-PURPOSE TRAIL EASEMENT OVER THAT PORTION OF LOT B AS OFFERED HEREON.
9. A CONSERVATION EASEMENT OVER LOTS A, B, C, D, E, E1, E2 AND F AS OFFERED HEREON.
10. A LANDSCAPING AND SLOPE MAINTENANCE EASEMENT OVER ALL OF LOT I AS OFFERED HEREON.

AND WE DO HEREBY REJECT THE FOLLOWING OFFERS OF EASEMENTS SHOWN ON THE MAP:
A) LOTS G AND H FOR DRAINAGE PURPOSES AND ALL USES INCIDENT THERETO.
B) LOTS B AND D FOR LANDSCAPING AND SLOPE MAINTENANCE PURPOSES, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS.
IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE 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 _____, 2014.
ATTEST:

MAUREEN BENSON DATE:
CITY CLERK, CITY OF MOORPARK

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 65492 AND 65493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HANTZ COUNTY TAX COLLECTOR
COUNTY OF VENTURA
BY: DEPUTY COUNTY TAX COLLECTOR DATE:

COUNTY RECORDER'S CERTIFICATE

DOCUMENT NUMBER:
FILED THIS _____ DAY OF _____, 2014, AT _____ M IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS), AT PAGE _____, AT THE REQUEST OF TOLL LAND XX LP, AND TOLL CA, LP.

MARK A. LUSH COUNTY RECORDER
COUNTY OF VENTURA
BY: DEPUTY COUNTY RECORDER

ABANDONMENT STATEMENT

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 65434 (g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THOSE PORTIONS OF THE FUEL MODIFICATION EASEMENT AS RECORDED PER TRACT NUMBER 4928-3, BOOK 151, AT PAGE 7 OF MISCELLANEOUS RECORDS (MAPS) OF VENTURA COUNTY, OVER LOTS B THROUGH I2, AND LOT G, TOGETHER WITH THAT PORTION OF GRIVES CANYON ROAD PER DEED RECORDED IN BOOK 37 AT PAGE 451 OF OFFICIAL RECORDS, OF VENTURA COUNTY, OVER LOTS B, H AND F AS SHOWN HEREON.

GROSS AREA = 42.68 ACRES
TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA
BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "I" IN TRACT 4928-3 (151 MR 7)
AUGUST, 2014

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A)-(H) OF THE SUBDIVISION MAP ACT, THEIR INTERESTS ARE SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

COUNTY OF VENTURA, OWNER OF EASEMENTS FOR ROAD PURPOSES RECORDED APRIL 12, 1972 IN BOOK 2943, PAGE 231 OF OFFICIAL RECORDS; AND RECORDED OCTOBER 8, 2007, AS INSTRUMENT NO. 20071008-00190810 OF OFFICIAL RECORDS.

VENTURA COUNTY WATERWORKS DISTRICT NO. 1, OWNER OF EASEMENTS FOR ACCESS ROAD AND SUBSURFACE WATER PIPELINES RECORDED JUNE 17, 1993 AS INSTRUMENT NO. 93-110211 AND 93-110212 OF OFFICIAL RECORDS.

CITY OF MOORPARK, OWNER OF EASEMENTS FOR NON-BUILDING RESTRICTED USE FOR FUEL MODIFICATION AND FOR PUBLIC UTILITY PURPOSES PER MAP OF TRACT NO. 4928-1, RECORDED IN BOOK 144, PAGE 53 OF MISCELLANEOUS RECORDS AND PER MAP OF TRACT NO. 4928-5 RECORDED IN BOOK 151, PAGE 7 OF MISCELLANEOUS RECORDS.

SOUTHERN CALIFORNIA EDSON, OWNER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES, RECORDED MAY 24, 2002 AS INSTRUMENT NO. 2002-123637 OF OFFICIAL RECORDS AND RECORDED MARCH 3, 2005 AS INSTRUMENT NO. 2005-053625 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, OWNER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 6, 2003 AS INSTRUMENT NO. 20031006-0378941 OF OFFICIAL RECORDS; AND RECORDED DECEMBER 10, 2004 AS INSTRUMENT NO. 20041210-0328041 OF OFFICIAL RECORDS; AND RECORDED MARCH 25, 2005 AS INSTRUMENT NO. 20050325-073443 OF OFFICIAL RECORDS.

THE SIGNATURES OF THE OWNERS OF THE OIL AND MINERAL RIGHTS LISTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTERESTS ARE SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

JEAN DELORED BRYAN, ALSO KNOWN AS JEAN SCHMIDT BRYAN, OWNER OF AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, HYDROCARBON SUBSTANCES LYING IN, ON OR UNDER A PORTION OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF ENTRY ON THE SURFACE OR SUBSURFACE THEREOF TO A DEPTH OF 500 FEET, AS RESERVED IN DEED RECORDED JUNE 30, 1978, IN BOOK 5152, PAGE 253 OF OFFICIAL RECORDS.

SOIL'S REPORT

THE FOLLOWING SOILS AND GEOLOGIC REPORTS HAVE BEEN PREPARED RELATING TO TRACT NUMBER 5463 AND ARE ON FILE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY ENGINEER.

DATE OF REPORT	FIRM NAME	ENGINEER OR GEOLOGIST
OCTOBER 02, 2007 N.O. 8647-4	TITLE OF REPORT DEGLABS-WESTLAKE VILLAGE GEOTECHNICAL INVESTIGATION	REGISTRATION NO. RONALD Z. SHWERLING CEG 1047 / RCE 35444
JANUARY 22, 2013 N.O. 8647	DEGLABS-WESTLAKE VILLAGE UPDATE LETTER PLANNED GRADEING TRACT 5463	RONALD Z. SHWERLING CEG 1047 / RCE 35444

DEED RESTRICTIONS

ALL PRIVATE STREETS SHALL BE LIMITED TO USE AS PRIVATE STREETS AND ROADS

LOTS A, B, C, D, E, E1, E2 AND F SHALL BE RESTRICTED PROHIBITING ANY DEVELOPMENT ON THE PROPERTY INCLUDING, BUT LIMITED TO STRUCTURES, ROADS, TRAILS, ORCHARDS, GARDENS AND ANY OTHER USES OTHER THAN NATURAL OPEN SPACE AND FUEL MODIFICATION, EXCEPT THAT OTHER TYPES OF EASEMENTS GRANTED HEREON ALLOW THE GRANTEE TO EXERCISE THE RIGHTS EXPRESSED IN SUCH GRANTS OF EASEMENTS.

CONDITIONAL APPROVAL NOTE:

OWNERS ACKNOWLEDGE THAT THE CONDITIONS OF APPROVAL OF THIS MAP, PER RESOLUTION NO. PC-2005-484 DATED JUNE 28, 2005 SHALL APPLY TO ALL FUTURE PURCHASES OF LAND WITHIN THIS SUBDIVISION. A COPY OF SAID RESOLUTION NO. PC-2005-484 IS ON FILE FOR PUBLIC INSPECTION AT:

CITY OF MOORPARK
COMMUNITY DEVELOPMENT DEPARTMENT
799 MOORPARK AVENUE
MOORPARK, CALIFORNIA 93021

GROSS AREA = 42.68 ACRES

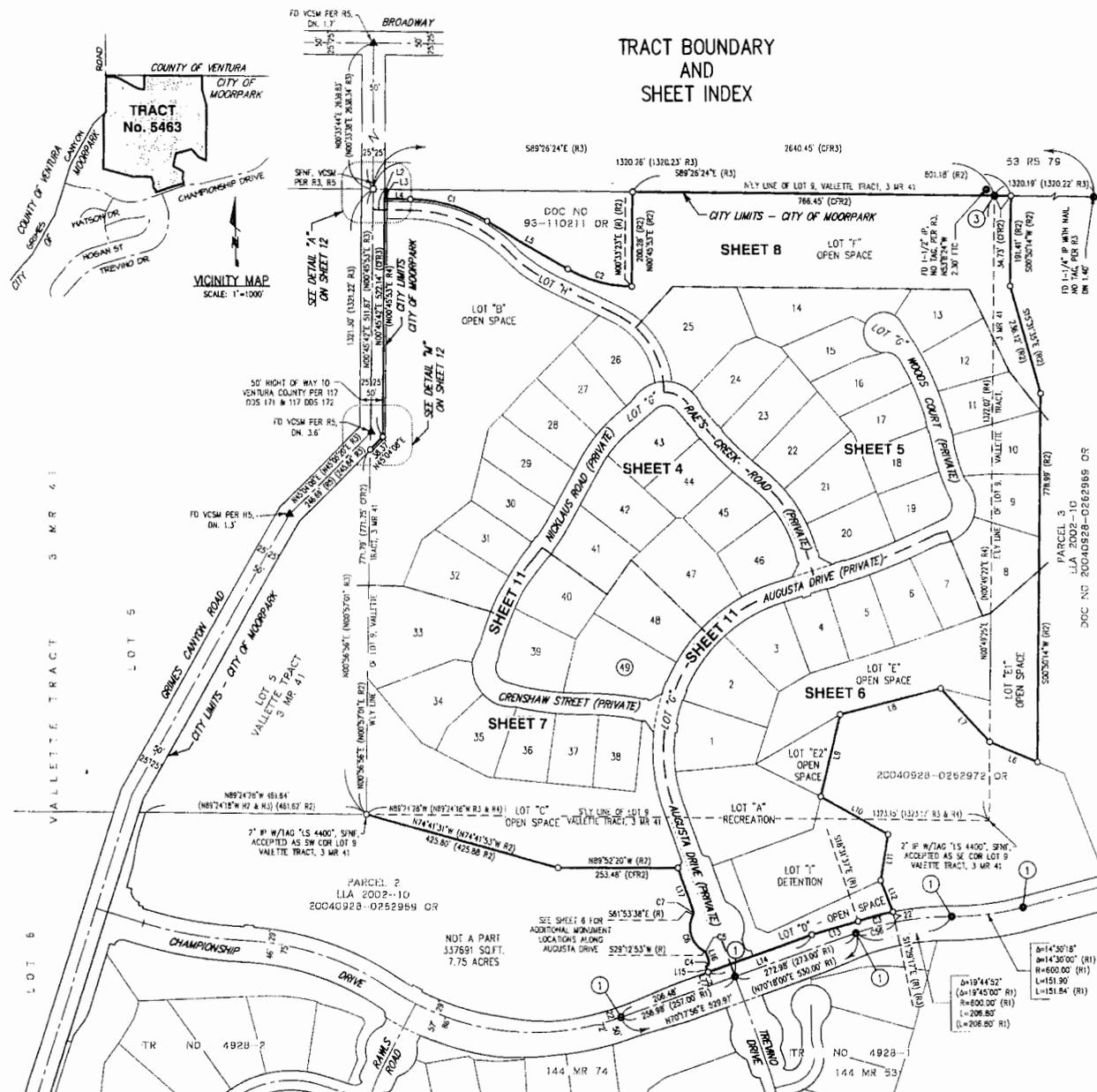
TRACT NO. 5463

IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "1" IN TRACT 4928-3 (151 MR 7)

AUGUST, 2014

TRACT BOUNDARY AND SHEET INDEX



LINE DATA

NO	BEARING	LENGTH
L2	N89°26'24" W (R2)	5.00' (R2)
L3	N00°45'42" E (R2)	19.97' (R2)
L4	N89°26'37" W (R2)	49.95'
L5	N05°26'37" W (R2)	150.00' (R2)
L6	N06°45'06" W (R4)	109.30' (R4)
L7	N42°08'06" W (R4)	152.35' (R4)
L8	N15°31'11" W (R4)	220.18' (R4)
L9	N15°39'10" W (R4)	179.43' (R4)
L10	N60°35'51" W (R4)	162.48' (R4)
L11	N09°35'14" W (R4)	97.78' (R4)
L12	N01°17'22" W (R4)	70.47' (R4)
L13	N73°44'01" W (R1)	102.36' (R1)
L14	N70°18'00" W (R1)	234.06' (R1)
L15	N19°42'00" W (R1)	13.00'
L16	N19°42'00" W (R1)	15.01'
L17	N19°42'00" W (R1)	93.00'
L17	N19°42'04" W (R1)	28.00' (R1)

CURVE DATA

NO	DELTA	RADIUS	LENGTH
C1	30700'00" (R3)	330.00' (R3)	172.78' (R3)
C2	30700'00" (R3)	270.00' (R3)	141.37' (R3)
C3	0700'20" (R5)	622.00' (R5)	78.41' (R5)
C4	90700'00"	10.00'	15.71'
C5	4105'07"	10.00'	7.17'
C6	88°53'29"	57.00'	88.43'
C7	474°42'22"	10.00'	8.34'
C8	087°44'47"	602.00' (R5)	88.01'

RECORD REFERENCES:

- R1 TR 4928-1 144 MR 53
- R2 LLA 2002-10 20040928-0262969 OR
- R3 53 RS 79
- R4 GRANT DEED 20040928-0262972 OR
- R5 VCFB 1551-M-5-21

BASIS OF BEARINGS

THE BEARING OF N15°45'00"E FOR A PORTION OF THE CENTERLINE OF CHAMPIONSHIP DRIVE AS SHOWN ON TRACT 4928-1 AS RECORDED IN BOOK 144 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 53 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

ABBREVIATIONS

- CF CALCULATED FROM
- ODS DEEDS
- DN DOWN
- FB FIELD BOOK
- FD FOUND
- FTC FROM TRUE CORNER
- IP IRON PIPE
- RADIAL RADIAL
- SFNT SEARCHED FOR NOT FOUND
- VC VENTURA COUNTY
- WCSM VENTURA COUNTY STANDARD WELL MONUMENT

MONUMENT LEGEND/NOTES

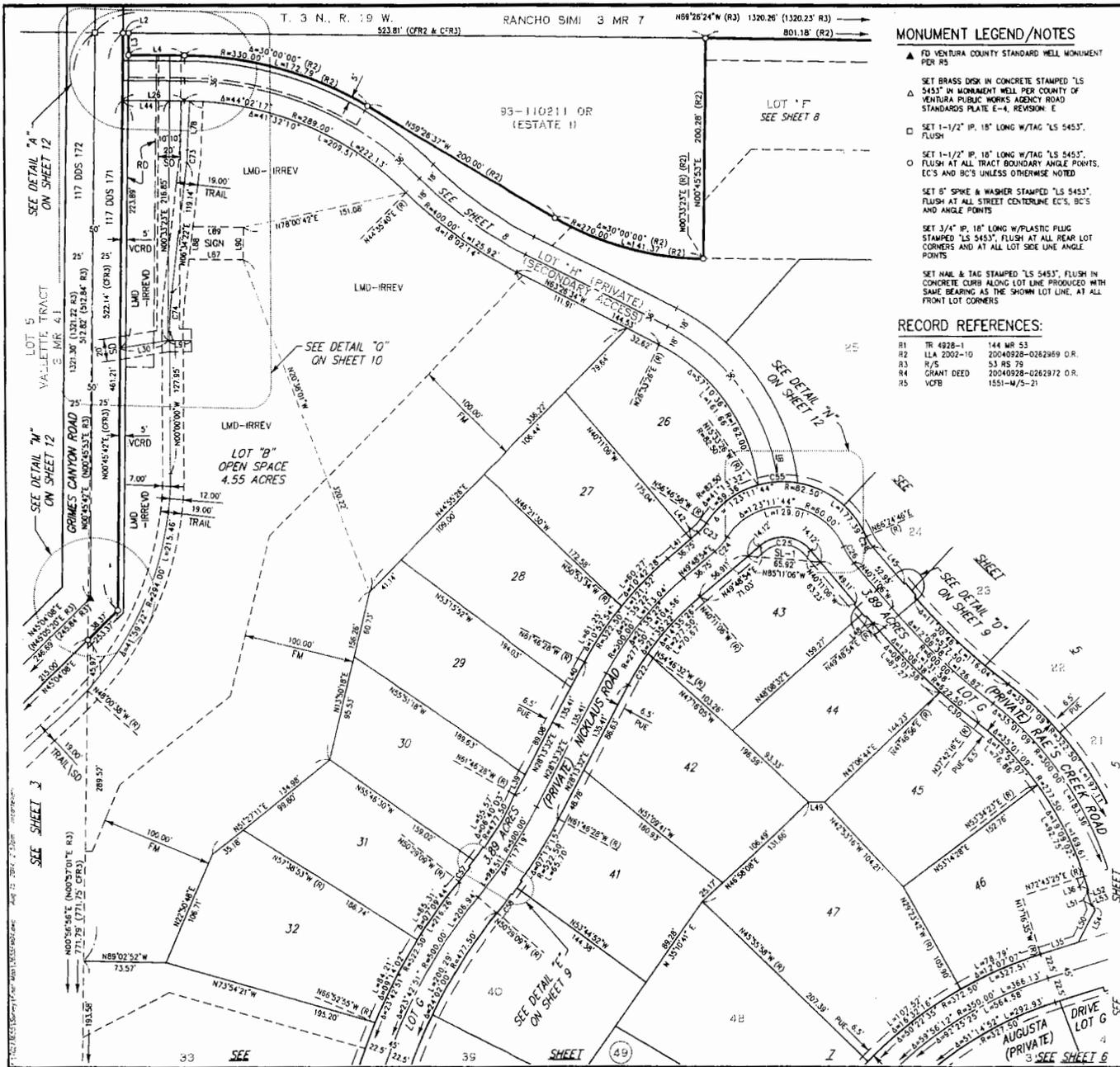
- FOUND MONUMENT AS DESCRIBED
- ▲ FOUND VENTURA COUNTY STANDARD WELL MONUMENT PER RS
- FOUND 0" SPIKE AND WASHER STAMPED "LS 6654" PER R1
- ⊙ FOUND 2" IP W/TAG "LS 4400" PER R3, FLUSH
- SET 1-1/2" IP, 18" LONG W/TAG "LS 5453", FLUSH
- AT ALL TRACT BOUNDARY E.C.S. B'S & ANGLE POINTS, UNLESS OTHERWISE NOTED
- SET 1-1/2" IP, 18" LONG W/TAG "LS 5453", FLUSH

NOTES:

- DATA SHOWN () IS PER RECORD. ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
- UNLESS OTHERWISE SHOWN STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS.
- ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDRETHS OF FEET OR DIGITS TO THE HUNDRETH OF A FOOT.
- SEE SHEETS 4-8 AND 11 FOR LOT INFORMATION.
- SEE SHEETS 8-10 AND 12 FOR DETAILS.

TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "I" IN TRACT 4928-3 (151 MR 7)
AUGUST, 2014



MONUMENT LEGEND/NOTES

- ▲ FD VENTURA COUNTY STANDARD WELL MONUMENT PER RS
- △ SET BRASS DISK IN CONCRETE STAMPED "LS 5453" IN MONUMENT WELL PER COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS PLATE E-4, REVISION E
- SET 1"-1/2" IP, 18" LONG W/TAG "LS 5453", FLUSH
- SET 1"-1/2" IP, 18" LONG W/TAG "LS 5453", FLUSH AT ALL TRACT BOUNDARY ANGLE POINTS, EC'S AND BC'S UNLESS OTHERWISE NOTED
- SET 5" SPWKE & WADNER STAMPED "LS 5453", FLUSH AT ALL STREET CENTERLINE EC'S, BC'S AND ANGLE POINTS
- SET 3/4" IP, 18" LONG W/PLASTIC PLUG STAMPED "LS 5453", FLUSH AT ALL REAR LOT CORNERS AND AT ALL LOT SIDE LINE ANGLE POINTS
- SET NAIL & TAG STAMPED "LS 5453", FLUSH IN CONCRETE CURB ALONG LOT LINE PROVIDED WITH SAME BEARING AS THE SHOWN LOT LINE, AT ALL FRONT LOT CORNERS

RECORD REFERENCES:

- R1 TR 4928-1 144 MR 53
- R2 LLA 2002-10 20040928-0282969 O.R.
- R3 P/S 53 RS 79
- R4 GRANT DEED 20040928-0282972 O.R.
- R5 VCFB 1551-M/S-21

LINE DATA:

NO.	BEARING	DISTANCE
L2	S89°28'24"E	5.00' (R2)
L3	N00°45'42"E	19.85'
L4	S00°45'53"W	18.93' (R2)
L5	S89°26'37"E	49.95' (50.00' R2)
L6	N89°28'37"W	55.10'
L7	N89°33'50"E	43.42'
L8	N72°43'25"E	35.83'
L9	N17°16'35"W	13.15'
L10	N20°13'32"E	19.97'
L11	N20°13'32"E	26.36'
L12	N49°48'34"E	27.58'
L13	N89°28'37"W	9.17'
L14	N89°28'37"W	24.93'
L15	N89°28'37"W	42.04'
L16	N40°11'06"W	44.00'
L17	N40°11'06"W	9.00'
L18	N89°59'36"E	14.69'
L19	N27°43'25"E	32.53'
L20	N17°16'35"W	15.00'
L21	N72°43'25"E	1.50'
L22	N72°43'25"E	1.50'
L23	N17°16'35"W	4.00'
L24	N02°52'25"E	44.18'
L25	N89°41'18"W	48.03'
L26	N06°34'22"E	30.15'
L27	N89°41'18"W	44.97'
L28	N00°45'42"E	30.00'
L29	EAST	20.84'

CURVE DATA:

NO.	DELTA	RADIUS	LENGTH
C22	06°59'56"	277.50'	33.90'
C23	16°35'52"	37.50'	10.88'
C24	16°35'52"	60.00'	17.38'
C25	90°00'00"	32.50'	51.05'
C26	16°35'52"	60.00'	17.38'
C28	16°35'52"	37.50'	10.88'
C30	04°04'40"	622.50'	44.30'
C35	25°42'41"	62.50'	36.34'
C37	07°59'18"	477.50'	16.57'
C38	02°26'22"	522.50'	22.25'
C43	07°00'31"	94.00'	11.50'
C44	06°34'22"	306.00'	35.10'

RADIAL LINE DATA:

NO.	BEARING
R1	N03°00'56"W

EASEMENTS

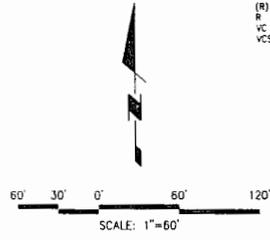
- FM 100 FOOT WIDE FUEL WOODPICATION ZONE EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON.
- LMD-IRREV IRREVOCABLE OFFER OF A LANDSCAPING AND SLOPE MAINTENANCE EASEMENT, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND ORANGE IMPROVEMENTS OVER ALL OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON.
- FILE 6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER THOSE PORTIONS OF LOTS 26-32, 41-47 TO THE CITY OF MOORPARK AS SHOWN HEREON.
- RD EXISTING 25 FOOT WIDE PUBLIC ROAD EASEMENT TO THE COUNTY OF VENTURA PER INSTRUMENT NO. 20071008-00190010-0 OR 20 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON.
- SD-3 PROPOSED VARIABLE WIDTH STORM DRAIN EASEMENT OVER THOSE PORTIONS OF LOTS B, F AND H TO BE RECEIVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.
- SIGN CITY MONUMENT SIGN EASEMENT TO THE CITY OF MOORPARK AS SHOWN HEREON.
- SL-1 EIGHT LINE EASEMENT OVER A PORTION OF LOT B TO BE RECEIVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.
- TRAIL 19 FOOT WIDE MULTI-PURPOSE TRAIL EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON.
- TRAIL/SD EXISTING VARIABLE WIDTH MULTI-PURPOSE TRAIL AND STORM DRAIN PIPELINE EASEMENT TO THE CITY OF MOORPARK PER INSTR. NO.
- VCRD EXISTING 5 FOOT WIDE PUBLIC ROAD EASEMENT TO THE COUNTY OF VENTURA PER EASEMENT DEED IN BOOK 3943, PAGE 231 OR.

NOTES:

1. DATA SHOWN () IS PER RECORD INDICATED, ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
2. UNLESS OTHERWISE SHOWN STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS.
3. ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDRETHS OF FEET OR DIGITS TO THE HUNDRETHS OF A FOOT.
4. LOT B IS FOR OPEN SPACE PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY A SEPARATE DOCUMENT, AND AN EASEMENT FOR CONSERVATION PURPOSES IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREON AND A LANDSCAPING AND SLOPE MAINTENANCE EASEMENT IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREON.

ABBREVIATIONS

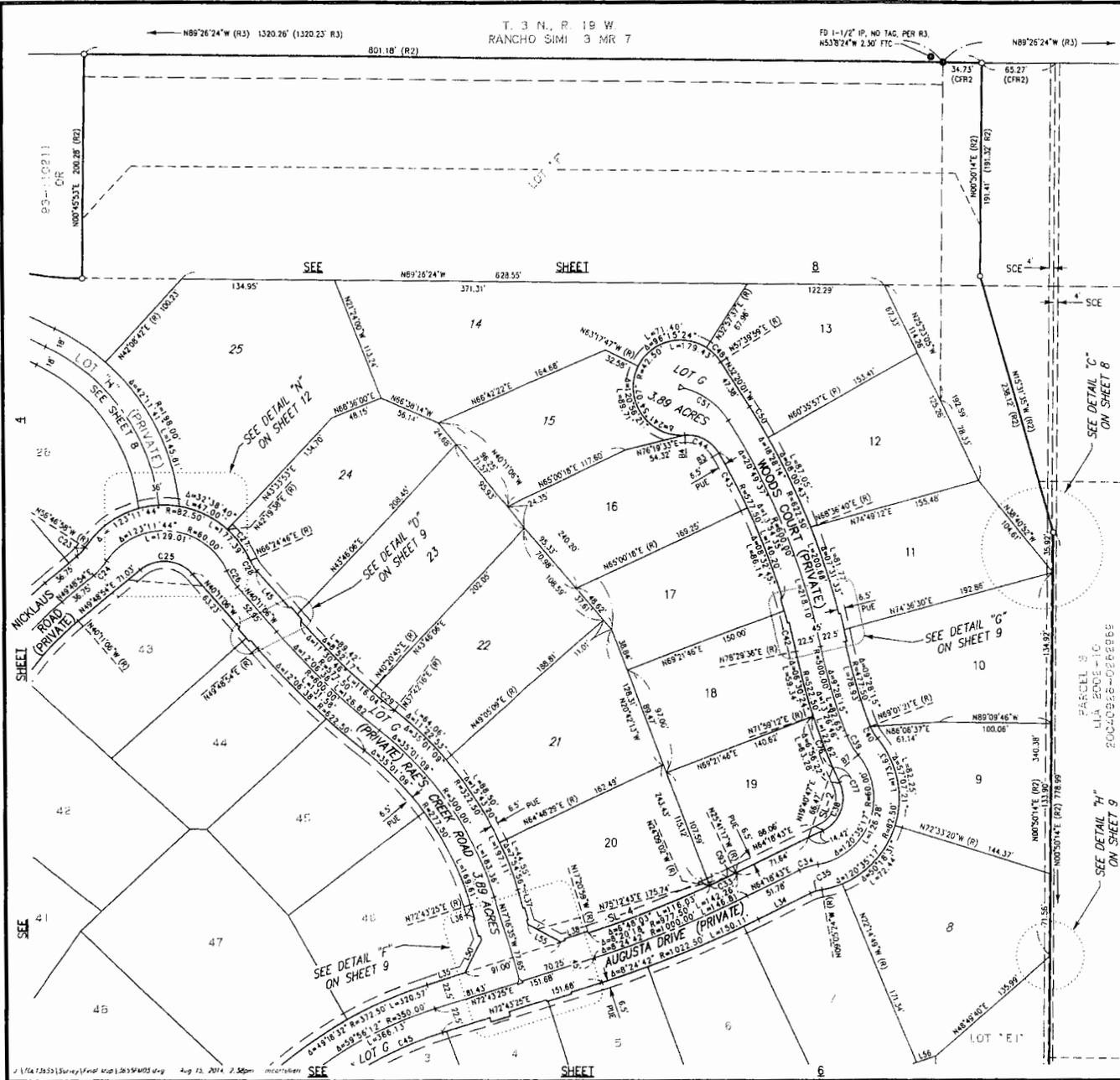
- CF CALCULATED FROM
- ODS DEEDS
- FB FIELD BOOK
- FD FOUND
- IP IRON PIPE
- OR OFFICIAL RECORDS
- (R) RADIAL
- R RADIUS
- VC VENTURA COUNTY
- VCSM VENTURA COUNTY STANDARD WELL MONUMENT



TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT 11" IN TRACT 4928-3 (151 MR 7)

AUGUST, 2014



LINE DATA:

NO.	BEARING	DISTANCE
L34	N64°18'43"E	51.78'
L35	N72°43'25"E	35.93'
L36	N71°16'35"W	13.15'
L37	N71°16'35"W	17.15'
L38	N72°43'11"E	22.00'
L45	N40°11'06"W	44.00'
L50	N27°43'25"E	32.53'
L55	N62°16'35"W	32.53'
L56	N70°55'19"E	17.91'

CURVE DATA:

NO.	DELTA	RADIUS	LENGTH
C23	16°35'52"	37.50'	10.86'
C24	16°35'52"	60.00'	17.38'
C25	90°00'00"	32.50'	51.05'
C26	16°35'52"	60.00'	17.38'
C27	24°05'08"	62.50'	34.68'
C28	16°35'52"	37.50'	10.86'
C29	07°38'29"	571.50'	26.67'
C33	01°32'15"	971.50'	26.21'
C34	16°35'53"	60.00'	17.38'
C35	16°35'53"	37.50'	10.86'
C38	89°15'53"	32.50'	50.63'
C39	18°42'02"	60.00'	19.58'
C40	18°42'02"	37.50'	12.24'
C42	02°39'36"	571.50'	26.81'
C43	05°21'50"	571.50'	54.08'
C44	6°32'36"	32.50'	36.23'
C48	24°42'22"	42.50'	18.33'
C50	02°55'38"	622.50'	31.86'
C51	45°46'12"	68.12'	52.82'
C76	05°20'08"	522.50'	48.65'
C77	01°36'14"	522.50'	14.63'
C93	00°32'04"	977.50'	9.12'

ABBREVIATIONS

CF	CALCULATED FROM
FB	FIELD BOOK
FO	FOUND
FTC	FROM TRUE CORNER
IP	IRON PIPE
OR	OFFICIAL RECORDS
(R)	RADIAL
VC	VENTURA COUNTY

EASEMENTS

PUE	6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER THOSE PORTIONS OF LOT 8-25 TO THE CITY OF MOORPARK AS SHOWN HEREON
SCE	EXISTING 8 FOOT WIDE SOUTHERN CALIFORNIA EDISON COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2003-053825 OFFICIAL RECORDS
SL-2	SIGHT LINE EASEMENT OVER A PORTION OF LOT 19 TO BE RESERVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT
SL-4	SIGHT LINE EASEMENT OVER THOSE PORTIONS OF LOTS 16 AND 20 TO BE RESERVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT

RECORD REFERENCES:

R1	TR 4928-1	144 MR 53
R2	LA 2002-10	20040928-0262969 O.R.
R3	R/S	53 MR 78
R4	GRANT DEED.	20040928-0262972 O.R.
RS	VCFB	1551-W/S-21

MONUMENT LEGEND/NOTES

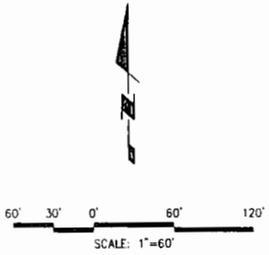
- FD MONUMENT AS DESCRIBED (SEE SHEET 3)
- SET BRASS DISK IN CONCRETE STAMPED "LS 5453" IN MONUMENT WELL PER COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS PLATE E-4, REVISION: E
- △ SET 1-1/2" IP, 16" LONG W/TAG "LS 5453", FLUSH AT ALL TRACT BOUNDARY ANGLE POINTS. EC'S AND BC'S UNLESS OTHERWISE NOTED
- SET 8" SPIKE & WASHER WITH TAG "LS 5453", FLUSH AT ALL STREET CENTERLINE EC'S, BC'S AND ANGLE POINTS
- SET 3/4" IP, 18" LONG W/PLASTIC PLUG STAMPED "LS 5453", FLUSH AT ALL REAR LOT CORNERS AND AT ALL SIDE LINE ANGLE POINTS
- ▣ SET NAIL & TAG STAMPED "LS 5453", FLUSH IN CONCRETE CURB ALONG LOT LINE, PRODUCED WITH SAME BEARING AS THE SHOWN LOT LINE, AT ALL FRONT LOT CORNERS

RADIAL LINE DATA:

NO.	BEARING
R3	N58°36'28"E
R4	N04°14'08"W
R7	N50°19'19"E

NOTES:

- DATA SHOWN () IS PER RECORD INDICATED. ALL OTHER DATA IS MEASURED. DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
- UNLESS OTHERWISE SHOWN, STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS.
- ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDRETHS OF FEET OR DIGITS TO THE HUNDRETH OF A FOOT.

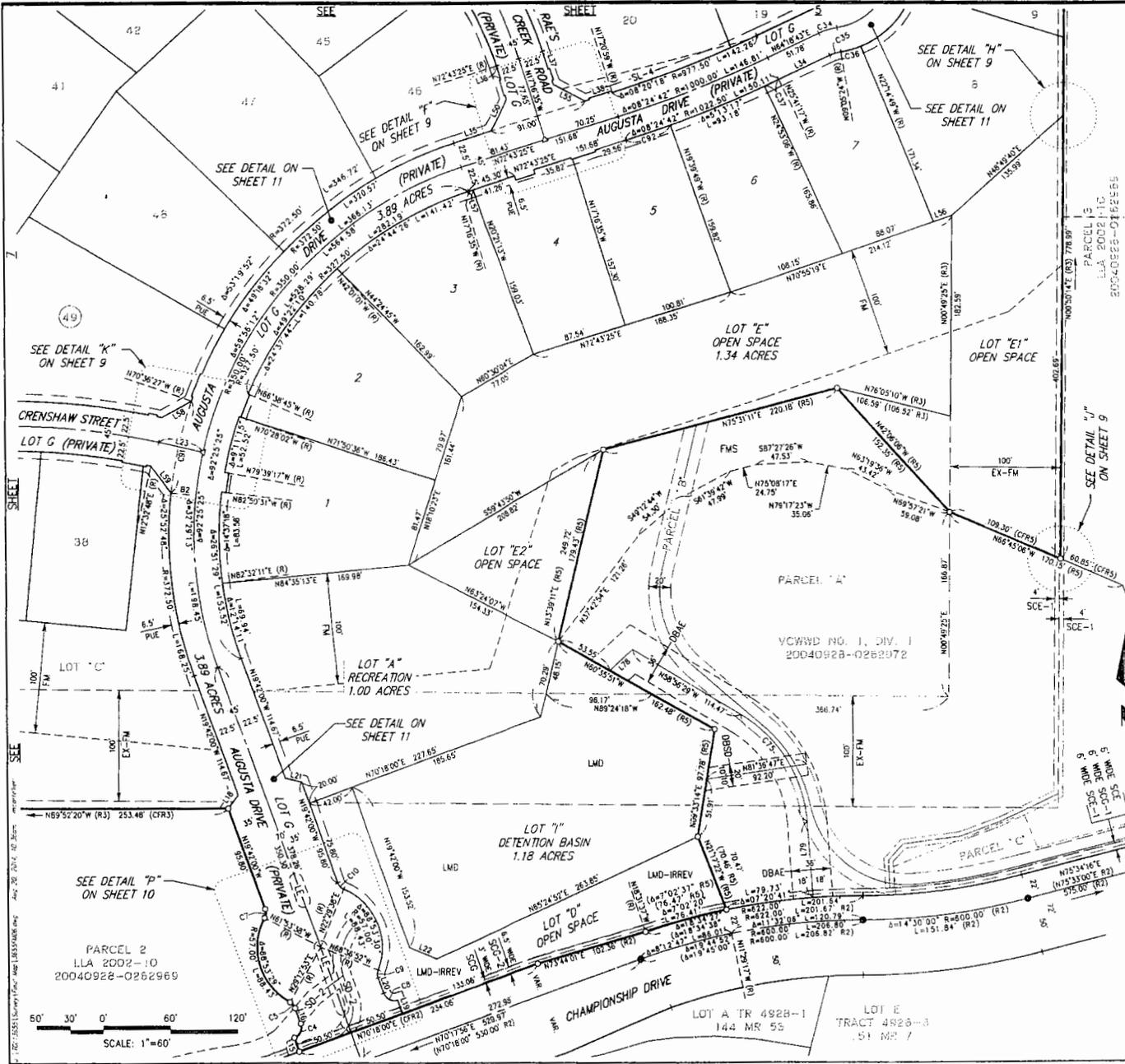


TRACT NO. 5463

IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "1" IN TRACT 4928-3 (151 MR 7)

AUGUST, 2014



LINE DATA:

NO.	BEARING	DISTANCE
L1D	N15°42'00" (R)	13.00'
L1E	N18°42'00" W	15.01'
L1F	N37°10'33"E	14.93'
L1G	N18°42'00" (R)	13.00'
L2D	N18°42'00" (R)	15.01'
L2I	N76°34'32" W	14.93'
L2J	N67°08'58" W	27.15'
L2K	N77°12'47" W	40.25'
L3A	N64°18'37"E	51.18'
L3B	N72°43'25"E	35.93'
L3C	N17°16'35" W	13.15'
L3D	N17°16'35" W	17.15'
L3E	N72°43'25"E	22.00'
L3F	N72°43'25"E	32.53'
L3G	N67°16'35" W	32.53'
L3H	N70°55'19"E	17.91'
L3I	N72°43'25"E	4.05'
L3J	N69°50'11"E	30.54'
L3K	N35°38'12" W	30.67'
L3L	N47°52'11"E	28.29'
L3M	N04°08'58" W	68.35'

CURVE DATA:

NO.	DATA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C2	47°48'22"	10.00'	7.17'
C3	47°48'22"	10.00'	6.34'
C4	90°00'00"	10.00'	15.71'
C5	47°48'22"	10.00'	7.17'
C6	16°35'53"	60.00'	6.34'
C7	16°35'53"	37.50'	10.06'
C8	13°00'25"	82.50'	18.94'
C9	80°46'11"	1022.50'	14.33'
C10	54°47'53"	123.00'	117.64'
C11	13°12'45"	372.50'	85.90'
C12	02°23'14"	1022.50'	42.60'

RADIAL LINE

B2	S83°49'12"E
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MONUMENT LEGEND/NOTES

- FD MONUMENT AS DESCRIBED (SEE SHEET 3)
- SET BRASS DISK IN CONCRETE STAMPED 'LS 5453' IN MONUMENT WELL PER COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS PLATE E-4, REVISION: 0
- POINTS, EC'S AND BC'S, UNLESS OTHERWISE NOTED
- SET 1/2" SPIKE & WASHER STAMPED 'LS 5453', FLUSH AT ALL TRACT BOUNDARY ANGLE POINTS
- SET 3/4" IP, 18" LONG W/PLASTIC PLUG STAMPED 'LS 5453', FLUSH AT ALL REAR LOT CORNERS AND AT ALL LOT SIDE LINE ANGLE POINTS
- SET NAIL & TAG STAMPED 'LS 5453', FLUSH IN CONCRETE CURB ALONG LOT LINE PRODUCED WITH SAME BEARING AS THE SHOWN LOT LINE, AT ALL FRONT LOT CORNERS

ABBREVIATIONS

- CF CALCULATED FROM FOUND
- IP IRON PIPE
- OR OFFICIAL RECORDS
- (R) RADIAL
- VAR VARIABLE WIDTH
- VC VENTURA COUNTY

RECORD REFERENCES:

R1	TR 4928-1	144 MR 53
R2	TR 4928-3	151 MR 7
R3	LA 2002-10	20040928-0262969 OR
R4	V/C	53 RS 79
R5	V/CWD NO. 1	20040928-0262972 OR

EASEMENTS

- EX-FM EXISTING 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER THOSE PORTIONS OF LOTS A, D, E1 AND I, PER R1
- DBAE EXISTING 36 FOOT WIDE DETENTION BASIN ACCESS EASEMENT TO TOLL LAND XX LP PER INSTRUMENT NO. _____ OR
- DBSD EXISTING 20 FOOT WIDE STORM DRAIN PIPELINE EASEMENT TO TOLL LAND XX LP PER INSTRUMENT NO. _____ OR
- FM 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER THOSE PORTIONS OF LOTS A, E1 AND E2 TO THE CITY OF MOORPARK AS SHOWN HEREIN
- FMS EXISTING FUEL MODIFICATION ZONE, LANDSCAPE SLOPE AND MAINTENANCE EASEMENT TO TOLL LAND XX LP PER INSTRUMENT NO. _____ OR
- LMD LANDSCAPING AND SLOPE MAINTENANCE PURPOSE EASEMENT, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND WALKWAY IMPROVEMENTS OVER ALL OF LOT I TO THE CITY OF MOORPARK AS SHOWN HEREIN
- LMD-IRREV EXISTING A LANDSCAPING AND SLOPE MAINTENANCE EASEMENT, INCLUDING THE MAINTENANCE OF ALL RELATED ACCESS AND DRAINAGE IMPROVEMENTS OVER ALL OF LOT D TO THE CITY OF MOORPARK AS SHOWN HEREIN
- PUE 6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER THOSE PORTIONS OF LOTS 1-7 AND LOTS A AND D TO THE CITY OF MOORPARK AS SHOWN HEREIN
- SCE EXISTING 6 FOOT AND 4 FOOT WIDE SOUTHERN CALIFORNIA EDISON COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2002-123637 OR
- SCE-1 EXISTING 4 FOOT WIDE SOUTHERN CALIFORNIA EDISON COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2002-035825 OR
- SCG EXISTING 3 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PIPELINE AND CONDUIT EASEMENT PER INSTRUMENT NO. 20031006-0379841 OR
- SCG-1 EXISTING 6 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 20041210-0328041 OR
- SCG-2 EXISTING 6.5 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2005-073443 OR
- SD-2 15 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT C TO THE CITY OF MOORPARK AS SHOWN HEREIN

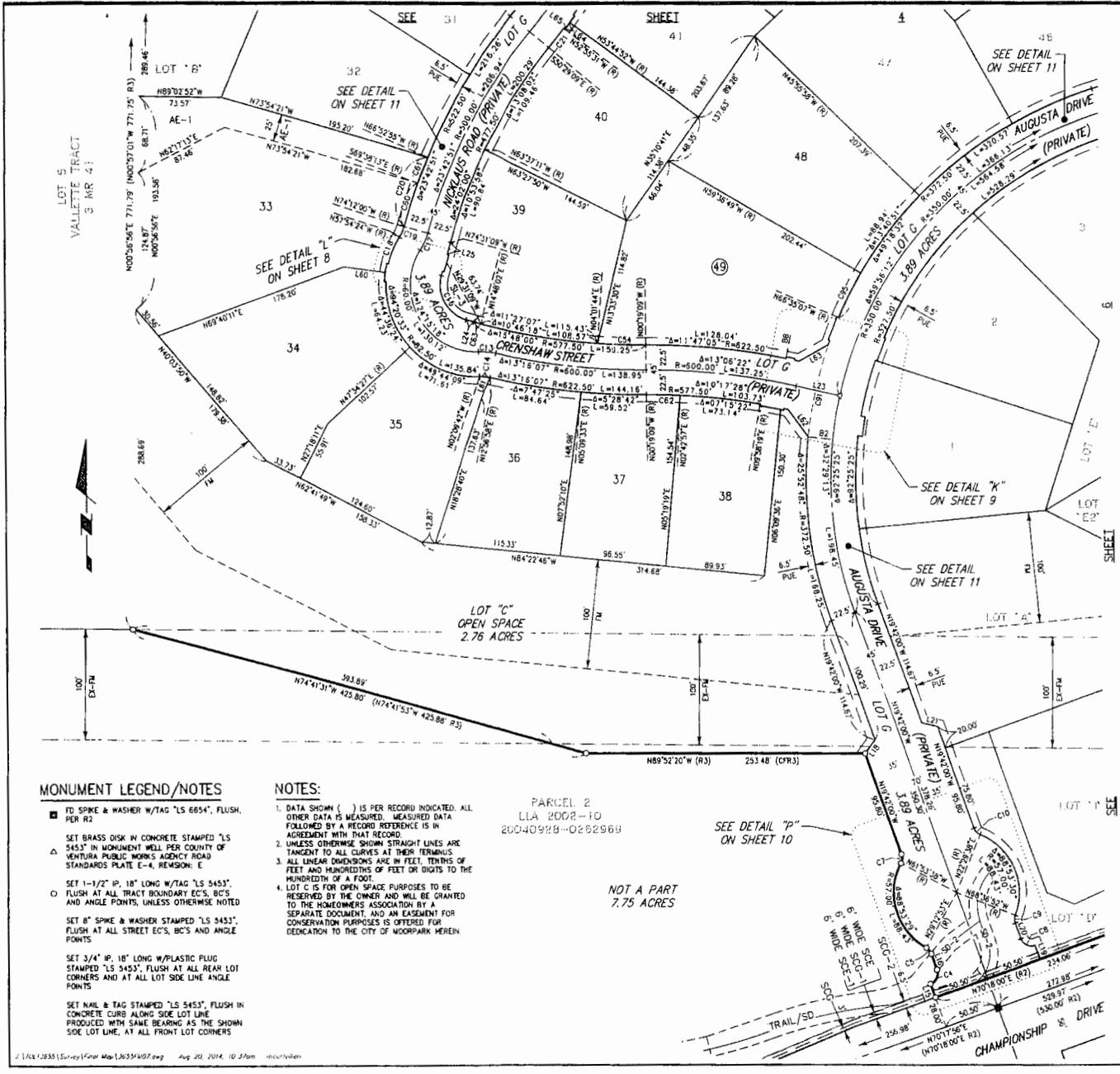
NOTES:

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- UNLESS OTHERWISE SHOWN, STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS POINTS
- ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDREDTHS OF FEET OR DIGITS TO THE HUNDREDTH OF A FOOT.
- LOT A IS FOR RECREATIONAL PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT, AND AN EASEMENT FOR CONSERVATION PURPOSES IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.
- LOTS D, E1 AND E2 ARE FOR OPEN SPACE PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT, AND AN EASEMENT FOR CONSERVATION PURPOSES IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.
- LOT I IS FOR DETENTION BASIN PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT, AND A LANDSCAPING AND SLOPE MAINTENANCE EASEMENT IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.

TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "I" IN TRACT 4928-3 (151 MR 7)

AUGUST, 2014



LINE DATA:

NO.	BEARING	DISTANCE
L15	N19°42'00"W (R)	13.00'
L16	N19°42'00"W	15.00'
L18	N37°10'33"E	14.83'
L19	N19°42'00"W (R)	13.00'
L20	N19°42'00"W	15.00'
L21	N76°34'32"W	14.93'
L23	N77°12'47"W	40.55'
L24	N74°31'09"W	7.22'
L25	N15°28'51"E	11.19'
L60	N82°07'02"W (R)	38.06'
L81	N22°32'50"E	30.68'
L82	N35°38'12"W	30.67'
L83	N60°59'11"E	30.54'
L84	N36°15'08"E	7.52'
L85	N52°55'31"W	1.50'

ABBREVIATIONS

CF	CALCULATED FROM
FD	FOUND
IP	IRON PIPE
OR	OFFICIAL RECORDS
(R)	RADIAL
VC	VENTURA COUNTY

EASEMENTS

AE-1 PROPOSED VARIABLE WIDTH PRIVATE ACCESS EASEMENT TO BE RECEIVED BY THE OWNER OVER A PORTION OF LOT 33 TO BENEFIT A PORTION OF LOT 5, VALLETTE TRACT (3 MR 41), AND WILL BE GRANTED BY SEPARATE DOCUMENT.

EX-FM EXISTING 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER A PORTION OF LOT C, PER R1.

FM 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER A PORTION OF LOT C TO THE CITY OF MOORPARK AS SHOWN HEREON.

PUE 6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER THOSE PORTIONS OF LOTS 33-40, 48, 49 AND LOT C TO THE CITY OF MOORPARK AS SHOWN HEREON.

SCE EXISTING 6 FOOT WIDE SOUTHERN CALIFORNIA EDISON COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2002-123837 OR EXISTING 4 FOOT AND 6 FOOT WIDE SOUTHERN CALIFORNIA EDISON COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2005-053025 OR EXISTING 3 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PIPELINE AND CONDUIT EASEMENT PER INSTRUMENT NO. 20031006-037841 OR

SCG-1 EXISTING 6 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PIPELINE AND CONDUIT EASEMENT PER INSTRUMENT NO. 20031006-037841 OR

SCG-2 EXISTING 6.5 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY PUBLIC UTILITY EASEMENT PER INSTRUMENT NO. 2005-073443 OR

SD-2 15 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT G TO THE CITY OF MOORPARK AS SHOWN HEREON.

SL-3 SIGHT LINE EASEMENT OVER A PORTION OF LOT 38 TO BE RESERVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.

TRAIL/SD EXISTING VARIABLE WIDTH MULTIPURPOSE TRAIL AND STORM DRAIN PIPELINE EASEMENT TO THE CITY OF MOORPARK PER INST. NO. OR

CURVE DATA:

NO.	DELTA	RADIUS	LENGTH
C4	90°00'00"	10.00'	15.71'
C5	41°05'07"	10.00'	7.17'
C7	47°48'22"	10.00'	6.54'
C8	90°00'00"	10.00'	15.71'
C9	41°05'08"	10.00'	7.17'
C10	47°48'22"	10.00'	6.54'
C13	15°06'40"	60.00'	15.82'
C14	15°05'40"	37.50'	9.89'
C15	20°23'41"	84.00'	29.50'
C16	90°00'00"	32.50'	51.05'
C17	16°17'36"	60.00'	17.86'
C18	16°50'31"	82.50'	26.65'
C19	16°17'36"	37.50'	10.66'
C20	07°19'05"	222.50'	66.74'
C21	02°28'22"	222.50'	22.25'
C24	04°20'53"	577.50'	43.83'
C60	04°33'47"	222.50'	41.61'
C61	02°45'18"	222.50'	25.17'
C62	03°03'04"	377.50'	30.58'
C63	00°40'49"	577.50'	6.88'
C91	13°12'45"	372.50'	85.50'
C95	06°30'18"	372.50'	45.33'

RADIAL LINE DATA:

NO.	BEARING
R7	N83°49'12"W
R8	N11°27'56"E

RECORD REFERENCES:

R1	TR 4928-1	144 MR 53
R2	TR 4928-3	151 MR 7
R3	LLA 2002-10	20040928-0262969 OR
R4	R/S	53 RS 79
R5	VCMMO NO. 1	20040928-0262972 DR.

MONUMENT LEGEND/NOTES

- 1/2" SPIKE & WASHER W/TAG "LS 6654", FLUSH, PER R2
- ▲ SET BRASS DISK IN CONCRETE STAMPED "LS 5453" IN MONUMENT WELL PER COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS PLATE E-4, REVISION: E
- SET 1-1/2" IP, 18" LONG W/TAG "LS 5453", FLUSH AT ALL TRACT BOUNDARY E.C.S, B.C.S AND ANGLE POINTS, UNLESS OTHERWISE NOTED
- SET 8" SPIKE & WASHER STAMPED "LS 5453", FLUSH AT ALL STREET E.C.S, B.C.S AND ANGLE POINTS
- SET 3/4" IP, 18" LONG W/PLASTIC PLUG STAMPED "LS 5453", FLUSH AT ALL REAR LOT CORNERS AND AT ALL LOT SIDE LINE ANGLE POINTS
- SET NAIL & TAG STAMPED "LS 5453", FLUSH IN CONCRETE CURB ALONG SIDE LOT LINE PRODUCED WITH SAME BEARING AS THE SHOWN SIDE LOT LINE, AT ALL FRONT LOT CORNERS

NOTES:

1. DATA SHOWN () IS PER RECORD INDICATED. ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
2. UNLESS OTHERWISE SHOWN STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS.
3. ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDREDTHS OF FEET OR DIGITS TO THE MUNDRETH OF A FOOT.
4. LOT C IS FOR OPEN SPACE PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY A SEPARATE DOCUMENT AND AN EASEMENT FOR CONSERVATION PURPOSES IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.

PARCEL 2
LLA 2002-10
20040928-0262969

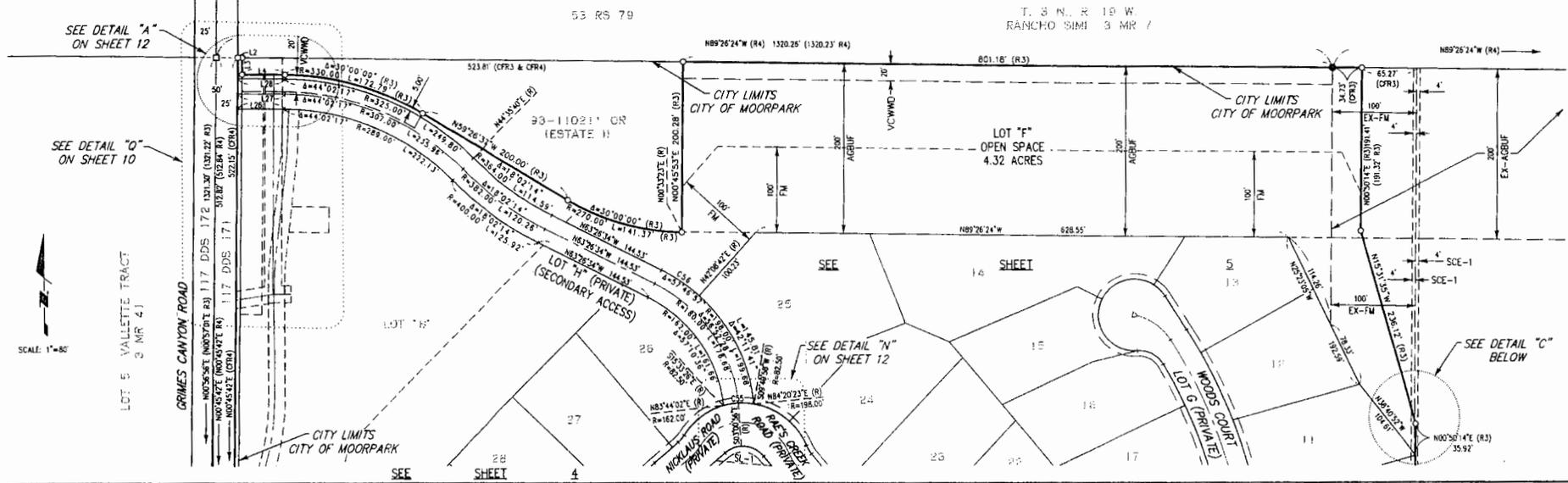
NOT A PART
7.75 ACRES

TRACT NO. 5463

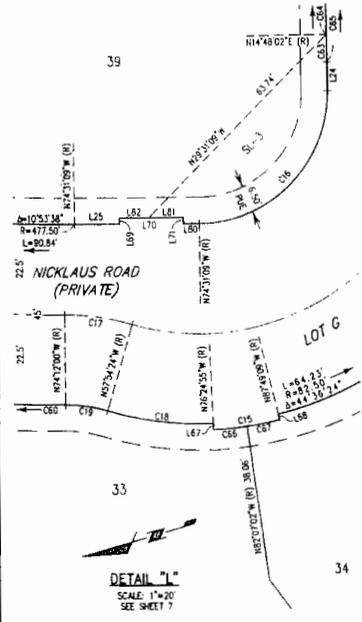
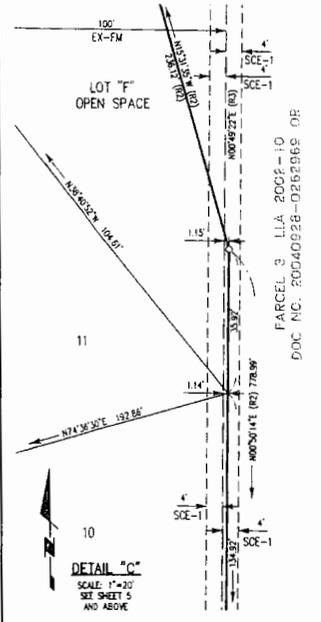
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA

BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "I" IN TRACT 4928-3 (151 MR 7)

AUGUST, 2014



SCALE: 1"=80'



LINE DATA:

NO.	BEARING	DISTANCE
L1	N89°26'24"W	5.00' (R3)
L2	N00°45'42"E	19.93
L3	N00°45'53"E	15.92' (R3)
L4	N85°26'37"W	49.85' (50.00' R3)
L5	N15°28'51"E	7.22
L6	N89°26'37"W	11.19'
L7	N89°26'37"W	55.10'
L8	N89°26'37"W	55.03'
L9	N89°26'37"W	54.97'
L10	N74°31'09"W	1.50'
L11	N87°49'09"W	1.50'
L12	N74°31'09"W	1.50'
L13	N15°28'51"E	16.00'
L14	N74°31'09"W	1.50'
L15	N15°28'51"E	4.00'
L16	N15°28'51"E	8.52'
L17	N15°28'51"E	7.38'

CURVE DATA:

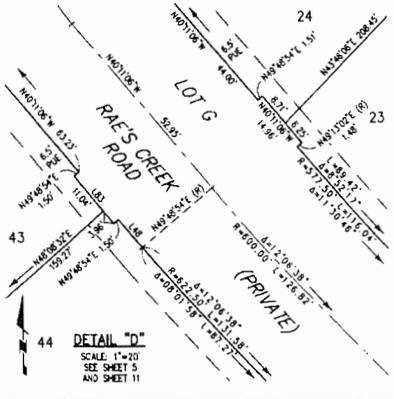
NO.	DATA	BEARINGS	LENGTH
C15	112°4'14"	84.00'	16.72'
C16	90°00'00"	32.50'	51.05'
C17	167°17'36"	60.00'	17.06'
C18	163°30'31"	82.50'	26.65'
C19	163°17'36"	37.50'	10.66'
C20	251°4'24"	82.50'	36.34'
C21	153°15'16"	198.00'	53.67'
C22	08°23'47"	522.50'	41.81'
C23	08°40'49"	577.50'	6.86'
C24	10°46'18"	577.50'	108.57'
C25	15°48'00"	577.50'	159.25'
C26	05°42'07"	84.00'	8.36'
C27	05°42'07"	84.00'	8.36'

ABBREVIATIONS
 C/F CALCULATED FROM
 DDS DEEDS
 OR OFFICIAL RECORDS
 (R) RADIAL

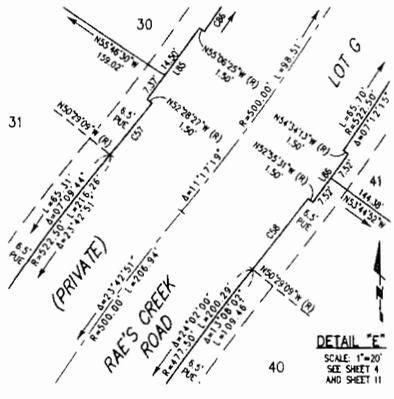
- NOTES:**
- SEE SHEETS 4-7 FOR ADDITIONAL NOTES, EASEMENTS, MONUMENT LEGEND/NOTES AND RECORD REFERENCES.
 - LOT F IS FOR OPEN SPACE PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT, AND AN EASEMENT FOR CONSERVATION PURPOSES IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK, AND A LANDSCAPE MAINTENANCE DISTRICT EASEMENT IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.
 - LOT H IS FOR SECONDARY ACCESS PURPOSES TO BE RESERVED BY THE OWNER AND GRANTED TO THE HOMEOWNERS ASSOCIATION BY A SEPARATE DOCUMENT, AND A NON-EXCLUSIVE ACCESS EASEMENT IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN, AND AN EASEMENT FOR DRAINAGE PURPOSES IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.

- EASEMENTS**
- AGB/F 200 FOOT WIDE AGRICULTURAL BUFFER OVER A PORTION OF LOT F TO THE CITY OF MOORPARK AS SHOWN HEREON
 - EX-AGB/F EXISTING 200 FOOT WIDE AGRICULTURAL BUFFER OVER A PORTION OF LOT F, PER R2
 - EX-FM EXISTING 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER A PORTION OF LOT F, PER R1
 - FM 100 FOOT WIDE FUEL MODIFICATION ZONE EASEMENT OVER A PORTION OF LOT F TO THE CITY OF MOORPARK AS SHOWN HEREON
 - PUE 6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER A PORTION OF LOT H TO THE CITY OF MOORPARK AS SHOWN HEREON
 - SCE-1 EXISTING 4 FOOT SOUTHERN CALIFORNIA Edison COMPANY PUBLIC UTILITY EASEMENT OVER A PORTION OF LOT F, PER INSTRUMENT NO. 2005-053825 OR
 - SL-3 SIGHT LINE EASEMENT OVER A PORTION OF LOT 39 TO BE RESERVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT
 - VC/MND EXISTING 20 FOOT WIDE VENTURA COUNTY WATERWORKS DISTRICT NO. 1 ACCESS AND WATER PREDIC EASEMENT OVER LOTS F AND H, PER INSTRUMENT NO. 93-110211 OR (ESTATE I AND II) AND INSTRUMENT NO. 93-110212 (ESTATE I AND II)

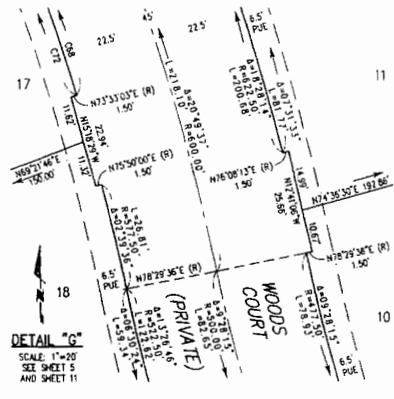
TRACT NO. 5463
 IN THE CITY OF MOORPARK,
 COUNTY OF VENTURA, CALIFORNIA
 BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
 AND A PORTION OF LOT "H" IN TRACT 4928-3 (151 MR 7)
 AUGUST, 2014



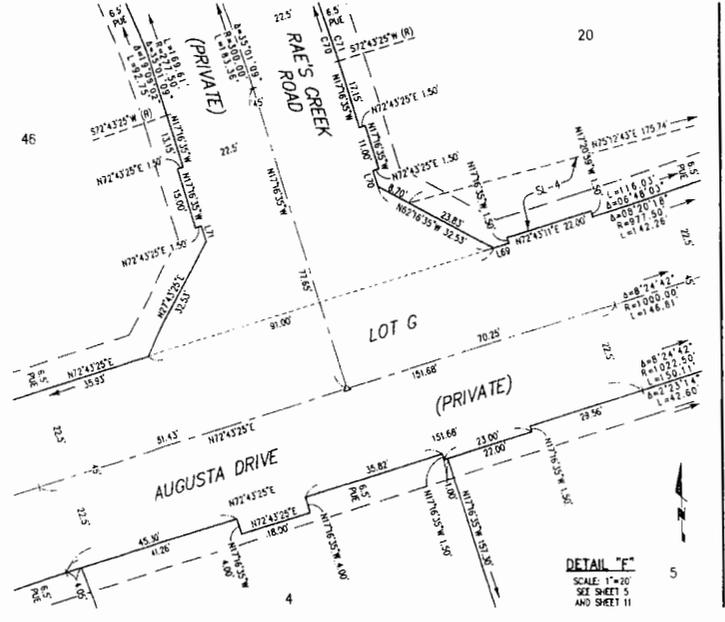
DETAIL "D"
SCALE: 1"=20'
SEE SHEET 5
AND SHEET 11



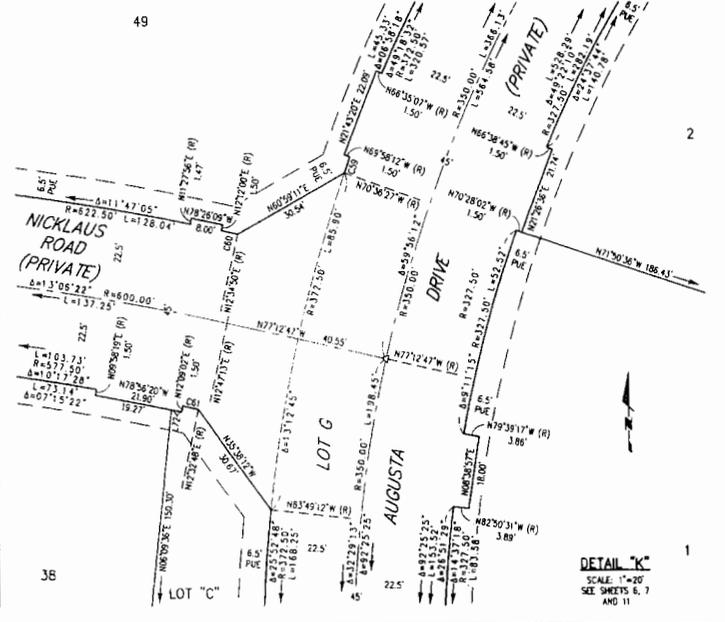
DETAIL "E"
SCALE: 1"=20'
SEE SHEET 4
AND SHEET 11



DETAIL "G"
SCALE: 1"=20'
SEE SHEET 5
AND SHEET 11



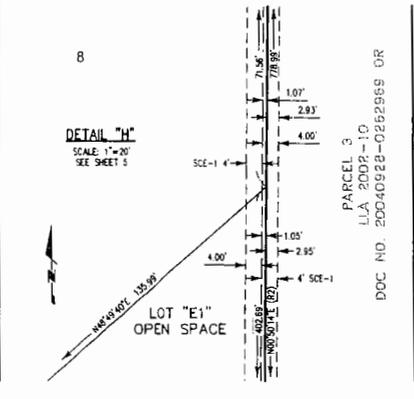
DETAIL "F"
SCALE: 1"=20'
SEE SHEET 11
AND SHEET 11



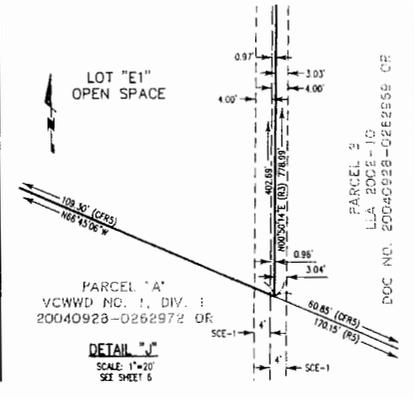
DETAIL "K"
SCALE: 1"=20'
SEE SHEETS 6, 7
AND 11

LINE DATA:			CURVE DATA:			NOTES:
NO.	BEARING	DISTANCE	NO.	DELTA	RADIUS	
L48	N40°11'06"W	9.00'	C57	01°59'18"	472.50'	15.57'
L69	N72°43'25"E	4.00'	C58	02°26'22"	522.50'	22.25'
L70	N17°16'35"W	4.00'	C59	00°36'15"	372.50'	4.14'
L71	N17°16'35"W	4.00'	C60	00°22'50"	622.50'	4.13'
L72	N78°56'20"W	2.85'	C61	00°23'46"	572.50'	3.98'
L83	N40°11'06"W	15.00'	C68	13°54'33"	572.50'	140.20'
L85	N36°12'34"E	21.87'	C70	35°01'09"	322.50'	197.11'
L86	N36°15'08"E	15.04'	C71	07°34'58"	322.50'	44.55'
			C72	08°32'45"	572.50'	86.14'
			C86	06°40'03"	472.50'	55.57'

NOTES:
1. SEE SHEETS 4-7 FOR ADDITIONAL NOTES.
ABBREVIATIONS, EASEMENTS, MONUMENT LEGEND/NOTES
AND RECORD REFERENCES.

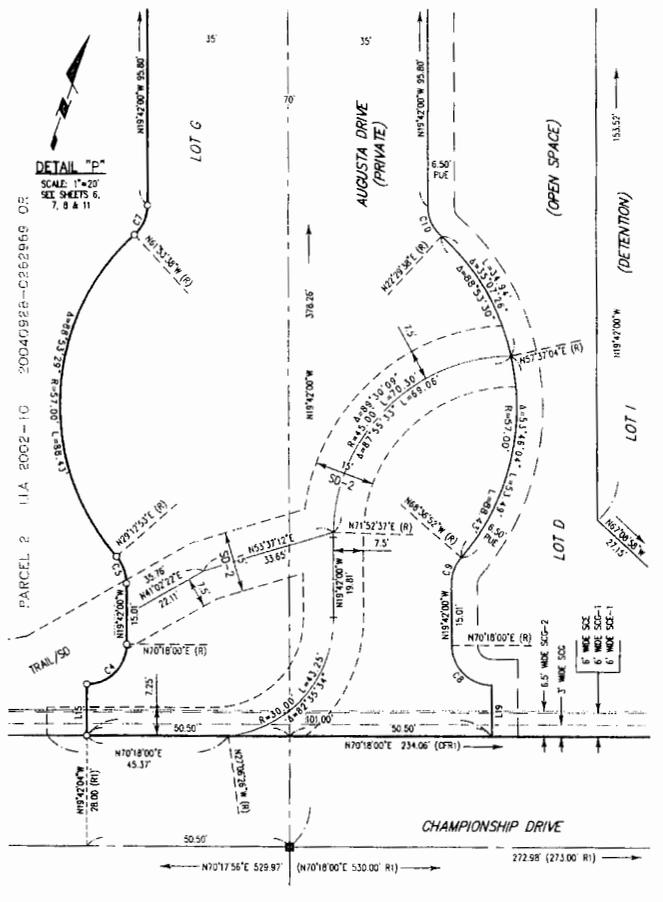
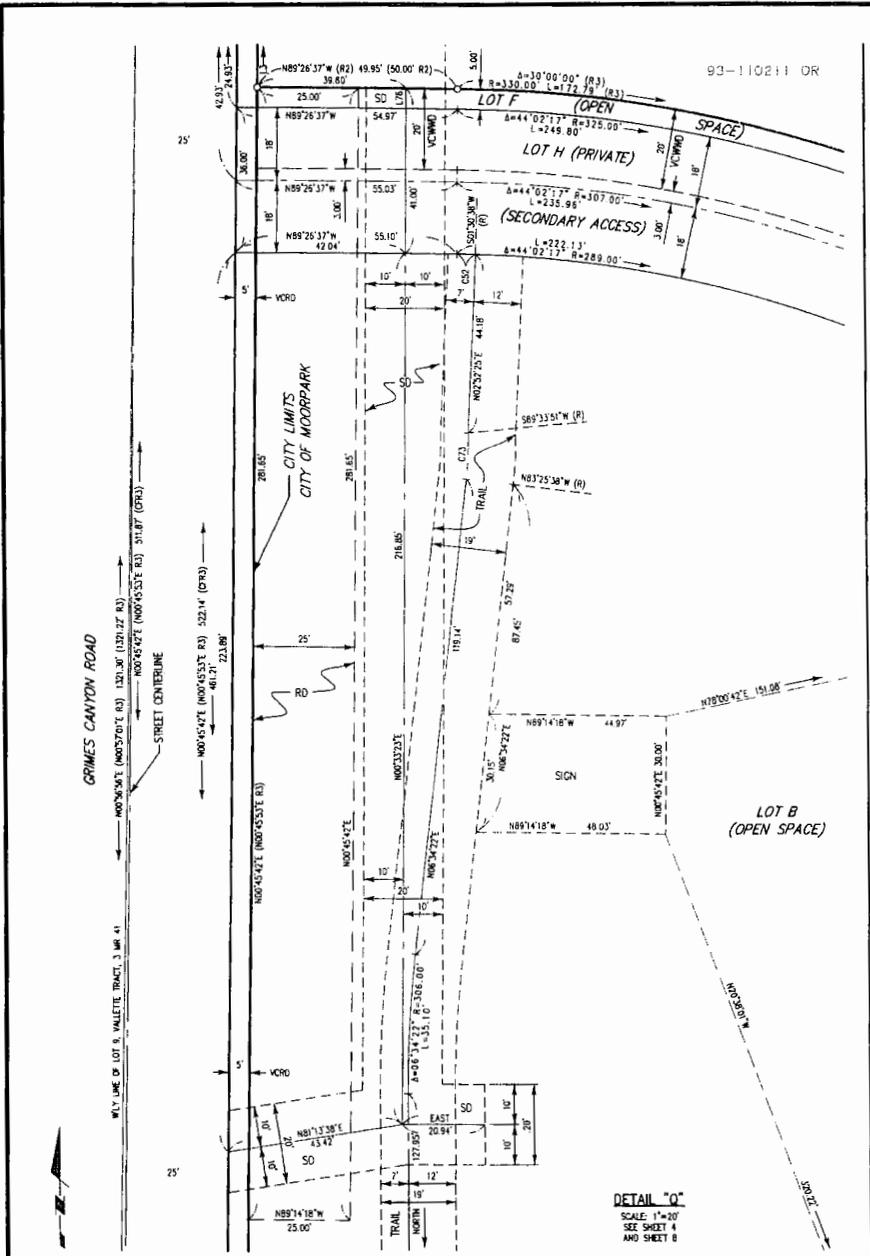


DETAIL "H"
SCALE: 1"=20'
SEE SHEET 5



DETAIL "J"
SCALE: 1"=20'
SEE SHEET 6

TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA
BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "I" IN TRACT 4928-3 (151 MR 7)
AUGUST, 2014



LINE DATA:

NO.	BEARING	DISTANCE
L3	N00°48'42"E	19.93' (R3)
L15	N00°45'53"E (R3)	13.00'
L19	N18°42'00"W (R)	13.00'
L16	N00°33'23"E	5.00'

CURVE DATA:

NO.	DELTA	RADIUS	LENGTH
C4	90°00'00"	10.00'	15.71'
C5	41°09'07"	10.00'	7.17'
C7	47°48'22"	10.00'	8.34'
C8	90°00'00"	10.00'	15.71'
C9	41°09'08"	10.00'	7.17'
C10	47°48'22"	10.00'	8.34'
C52	00°57'15"	289.00'	4.81'
C73	07°09'31"	94.00'	11.50'

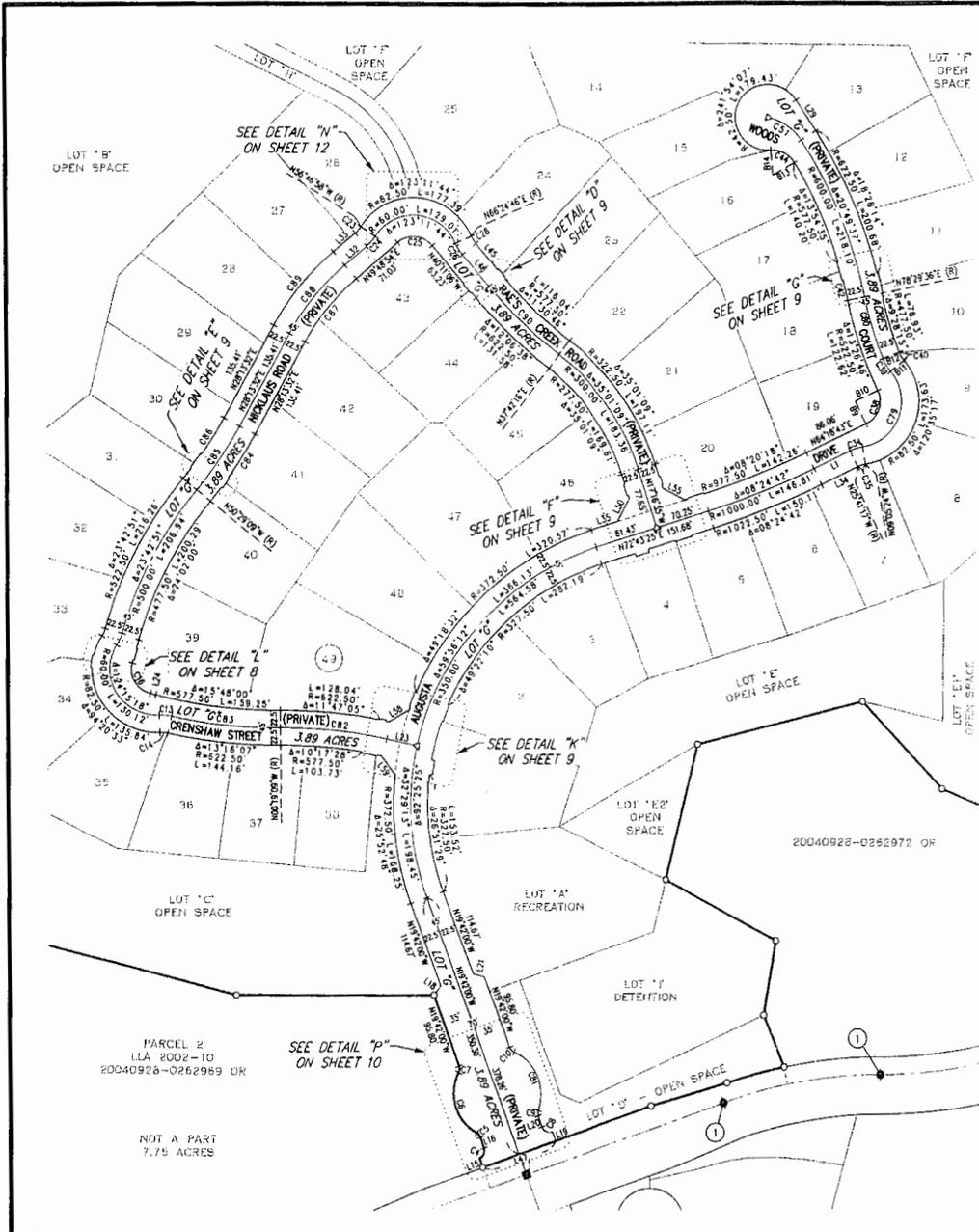
EASEMENTS:

- RD EXISTING 25 FOOT WIDE ROAD EASEMENT PER INSTRUMENT NO. 20071008-0019010-0 OR
- SD 20 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON
- SD-2 15 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT C TO THE CITY OF MOORPARK AS SHOWN HEREON
- SG4 CITY MONUMENT SIGN EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON
- TRAIL 18 FOOT WIDE MULTI-PURPOSE TRAIL EASEMENT OVER A PORTION OF LOT B TO THE CITY OF MOORPARK AS SHOWN HEREON
- VCMWD EXISTING 20 FOOT WIDE VENTURA COUNTY WATER WORKS DISTRICT NO. 1 WATER PIPELINE EASEMENT PER INSTRUMENT NO. 93-110211 OR (ESTATE #1) AND 93-110212 OR (ESTATE #1)
- TRAIL/SD EXISTING VARIABLE WIDTH CITY OF MOORPARK MULTI-PURPOSE TRAIL AND STORM DRAIN PIPELINE EASEMENT TO THE CITY OF MOORPARK PER INSTR. NO. _____ OR
- VERSD EXISTING 5 FOOT WIDE PUBLIC ROAD EASEMENT TO THE COUNTY OF VENTURA PER EASEMENT DEED IN BOOK 3943, PAGE 231 OR

NOTES:

- 1. SEE SHEETS 4-7 AND 12 FOR ADDITIONAL NOTES, ABBREVIATIONS, EASEMENTS, MONUMENT LEGEND/NOTES AND RECORD REFERENCES.

TRACT NO. 5463
IN THE CITY OF MOORPARK,
COUNTY OF VENTURA, CALIFORNIA
BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
AND A PORTION OF LOT "1" IN TRACT 4928-3 (151 MR 7)
AUGUST, 2014



CURVE DATA

NO	DATA	RADIUS	LENGTH
C4	302°00'00"	10.00'	7.17'
C5	41°00'00"	10.00'	7.17'
C6	88°53'29"	57.00'	88.43'
C7	47°48'22"	10.00'	8.34'
C8	90°00'00"	10.00'	15.71'
C9	41°05'06"	10.00'	7.17'
C10	47°48'22"	10.00'	8.34'
C11	15°06'40"	60.00'	15.87'
C14	15°06'40"	37.50'	9.89'
C16	90°00'00"	32.50'	51.05'
C23	16°35'52"	37.50'	10.86'
C24	16°35'52"	60.00'	17.38'
C25	90°00'00"	32.50'	51.05'
C26	16°35'52"	60.00'	17.38'
C28	16°35'52"	37.50'	10.86'
C34	16°35'52"	60.00'	17.38'
C35	16°35'52"	37.50'	10.86'
C36	89°15'53"	32.50'	50.63'
C39	16°42'02"	60.00'	19.58'
C40	16°42'02"	37.50'	12.24'
C42	22°39'36"	577.50'	76.81'
C43	63°52'36"	32.50'	36.23'
C51	45°46'12"	66.12'	52.82'
C78	120°35'17"	60.00'	128.28'
C80	59°28'15"	500.00'	82.65'
C81	68°53'30"	57.00'	88.43'
C82	13°08'22"	600.00'	137.25'
C83	13°16'07"	600.00'	136.95'
C84	07°12'15"	522.50'	83.70'
C85	11°17'19"	500.00'	98.51'
C86	06°40'03"	477.50'	55.57'
C87	21°35'22"	277.50'	104.56'
C88	21°35'22"	300.00'	113.64'
C89	21°35'22"	322.50'	121.52'
C90	12°06'38"	600.00'	128.87'

LINE DATA

NO	BEARING	LENGTH
L1	N64°48'43"E	51.78'
L15	N19°42'00"W (R)	13.00'
L16	N19°42'00"W	15.01'
L18	N37°10'33"E	14.93'
L19	N19°42'00"W (R)	13.00'
L20	N19°42'00"W	15.01'
L21	N76°34'32"W	14.93'
L23	N77°12'47"W	42.55'
L24	N74°31'08"W	3.22'
L29	N32°20'01"W	47.38'
L32	N48°48'54"E	36.75'
L33	N48°48'54"E	36.75'
L34	N64°48'43"E	51.78'
L35	N72°43'25"E	35.93'
L45	N40°11'06"W	44.00'
L46	N40°11'06"W	52.95'
L47	N30°16'06"E (R)	101.00'
L50	N27°43'25"E	32.53'
L55	N27°16'35"W	32.53'
L56	N60°59'11"E	30.54'
L59	N35°58'12"W	30.67'

RADIAL LINE DATA

NO	BEARING
R9	N20°41'17"W
R10	N63°02'30"E
R11	N50°19'19"E
R8	N50°19'19"E
R12	N69°01'21"E
R13	N59°36'28"E
R14	N04°14'08"W

ABBREVIATIONS

FB	FIELD BOOK
FD	FOUND
IP	BROW PIPE
LLA	LOT LINE ADJUSTMENT
(R)	RADIAL
R/S	RECORD OF SURVEY
VC	VENTURA COUNTY

NOTES:

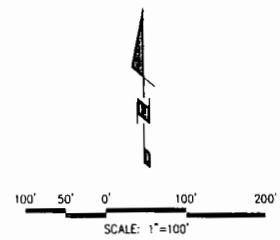
- DATA SHOWN () IS PER RECORD INDICATED. ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD.
- UNLESS OTHERWISE SHOWN STRAIGHT LINES ARE TANGENT TO ALL CURVES AT THEIR TERMINUS.
- ALL LINEAR DIMENSIONS ARE IN FEET, TENTHS OF FEET AND HUNDREDTHS OF FEET OR DIGITS TO THE HUNDREDTH OF A FOOT.
- LOT 6 IS FOR PRIMARY ACCESS PURPOSES TO BE RESERVED BY THE OWNER AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY A SEPARATE DOCUMENT, AND A NON-EXCLUSIVE ACCESS EASEMENT IS OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN, AND AN EASEMENT FOR DRAINAGE PURPOSES IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF MOORPARK HEREIN.

MONUMENT LEGEND/NOTES

- FOUND MONUMENT AS DESCRIBED
- FOUND SPIKE AND WASHER STAMPED "S 6654" PER R2, FLUSH
- ① FOUND #1 SPIKE AND WASHER STAMPED "S 6654" PER R1, SPIKE
- SET 1-1/2" IP, 16" LONG W/TAO "S 6653", FLUSH
- AT ALL TRACT BOUNDARY E.C.'S, B.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED

RECORD REFERENCES:

R1	TR 4928-1	144 MR 53
R2	LLA 2002-10	20040928-0262969 O.R.
R3	R/S	53 RS 79
R4	GRANT DEED	20040928-0262972 O.R.
R5	VCFB	1551-W/5-21



TRACT NO. 5463
 IN THE CITY OF MOORPARK,
 COUNTY OF VENTURA, CALIFORNIA
 BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
 AND A PORTION OF LOT "I" IN TRACT 4428-3 (151 MR 7)
 AUGUST, 2014

LINE DATA:

NO.	BEARING	DISTANCE
L2	N89°26'24"W	5.00' (R3)
L3	N00°45'47"E	19.93' (500'±53' W)
L76	N00°33'23"E	5.00'

CURVE DATA:

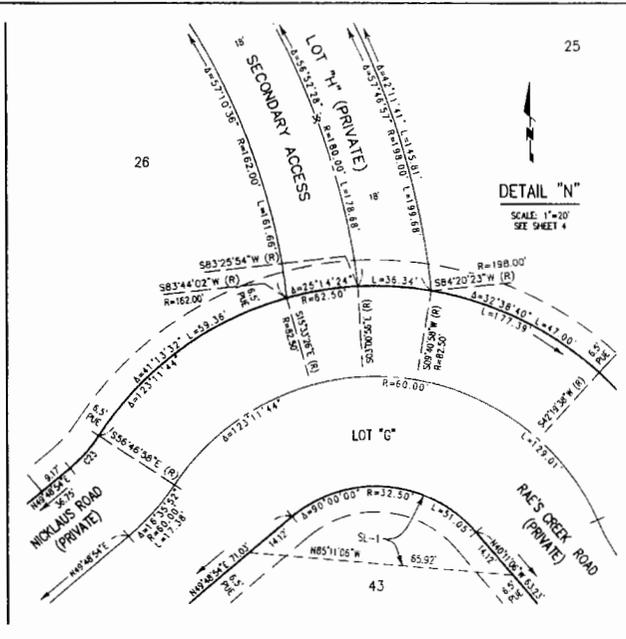
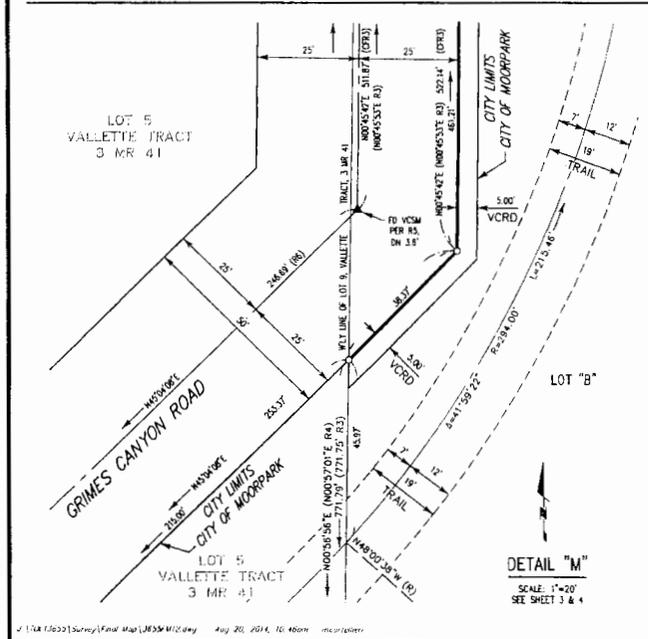
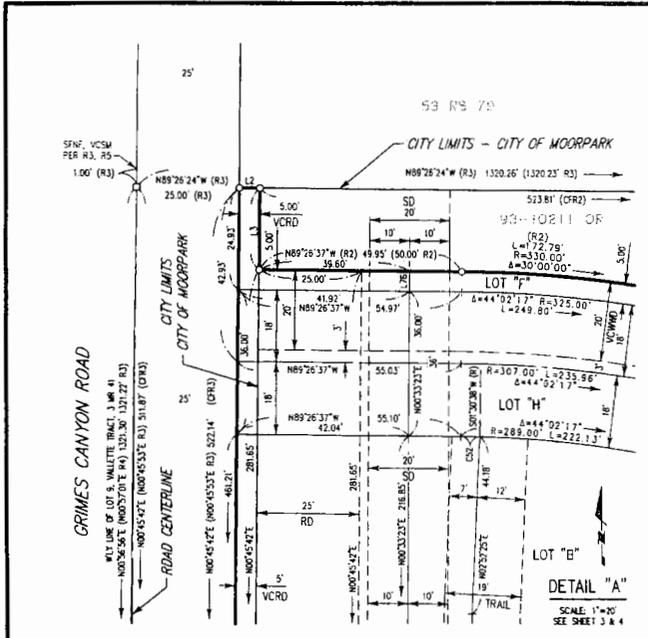
NO.	DELTA	RADIUS	LENGTH
C23	6°35'52"	37.50'	10.81'
C52	00°57'15"	289.00'	4.81'

EASEMENTS

- PLU 6.5 FOOT WIDE PUBLIC UTILITY EASEMENT OVER A PORTION OF LOT "H" TO THE CITY OF MOORPARK AS SHOWN HEREON
- SD 20 FOOT WIDE STORM DRAIN EASEMENT OVER A PORTION OF LOT "B" TO THE CITY OF MOORPARK AS SHOWN HEREON
- SL-1 SIGHT LINE EASEMENT OVER A PORTION OF LOT 43 TO BE RESERVED BY THE OWNER AND TO BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT
- TRAIL 19 FOOT WIDE MULTI-PURPOSE TRAIL EASEMENT OVER A PORTION OF LOT "B" TO THE CITY OF MOORPARK AS SHOWN HEREON
- VCRD EXISTING 5 FOOT WIDE PUBLIC ROAD EASEMENT TO THE COUNTY OF VENTURA PER EASEMENT DEED IN BOOK 3943, PAGE 231 OR EXISTING 20 FOOT WIDE VENTURA COUNTY WATER WORKS DISTRICT NO. 1 WATER PIPELINE EASEMENT PER INSTRUMENT NO. 93-110211 DR (ESTATE "B") AND 93-110212 DR (ESTATE "B")

NOTES:

1. SEE SHEETS 4-7 FOR ADDITIONAL NOTES, ABBREVIATIONS, MONUMENT LEGEND, NOTES AND RECORD REFERENCES.



TRACT NO. 5463
 IN THE CITY OF MOORPARK,
 COUNTY OF VENTURA, CALIFORNIA
 BEING A PORTION OF LOT 9 OF THE VALLETTE TRACT (3 MR 41)
 AND A PORTION OF LOT "H" IN TRACT 4928-3 (151 MR 7)
 AUGUST, 2014