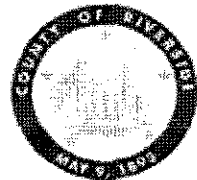


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

515 A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
April 20, 2009

**SUBJECT:** TUMF Improvement Credit Agreement (Scott Road CFD 05-8) by and between the County of Riverside, City of Menifee, and Fairfield Holland Road, LLC, for Plot Plan 22338.

**RECOMMENDED MOTION:** That the Board of Supervisors approve the subject Agreement by and between the County of Riverside (County), City of Menifee (City), and Fairfield Holland Road, LLC, a Delaware Limited Liability Company (Developer); and authorize the Chairman to execute same.

**BACKGROUND:** The subject Plot Plan was initially under the County jurisdiction. However, the City of Menifee has since incorporated and the Plot Plan is now under City jurisdiction. The Plot Plan is within the boundaries of Community Facilities District No. 05-8 (Scott Road CFD) which Developer was conditioned by the County/City to be annexed into said CFD. The Scott

Juan C. Perez  
Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b> TUMF - 100%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 4/17/09  
DATE

Dept Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref. | District: 3 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.28**

The Honorable Board of Supervisors

RE: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) by and between the County of Riverside, City of Menifee, and Fairfield Holland Road, LLC, for Plot Plan 22338.

April 20, 2009

Page 2 of 2

Road CFD provides a means of financing the construction of the Scott Road Improvements between Antelope Road and Briggs Road, and Scott Road Interchange Improvements at I-215. The Scott Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency from the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Scott Road CFD.

The County, City, and Developer now desire to enter into this agreement to provide a means by which Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF for the subject Plot Plan in accordance with the TUMF administrative plan.

Each multifamily unit within the subject Plot Plan is to receive a credit in the amount of \$7,054 ("TUMF credit amount") against the TUMF that will be charged at issuance of a certificate of occupancy for said unit. The Developer agrees that should the TUMF in effect on the date it secures a certificate of occupancy for each residential unit within the subject Plot Plan is greater than the TUMF credit amount for said unit, the Developer will be obligated to pay the differential amount in cash prior to securing the certificate of occupancy for said residential unit.

**COUNTY OF RIVERSIDE  
CITY OF MENIFEE  
COMMUNITY FACILITIES DISTRICT NO. 05-8  
(SCOTT ROAD CFD)  
IMPROVEMENT CREDIT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the County of Riverside (the "County"), the City of Menifee (the "City") and Fairfield Holland Road, LLC, a Delaware Limited Liability Company (the "Developer"). The County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, the Developer owns Plot Plan 22338 (the "Plot Plan"), which is located within the City of Menifee, Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the Plot Plan is a multifamily residential development and is comprised of four (4) parcels (the "Project"); and

WHEREAS, the Plot Plan was conditioned by the County/City to be annexed into Community Facilities District No. 05-8 (Scott Road), that would provide a means of financing the construction of the following public facilities (the "Scott Road Improvements"):

- (i) The widening of Scott Road to four lanes between Antelope Road and Briggs Road including all associated appurtenances and rights-of-way;
- (ii) The widening of the interchange at Interstate 215 and Scott Road and modification of the ramps to meet future traffic demands including all associated appurtenances and rights-of-way;
- (iii) The full width improvement to Scott Road from Antelope Road to State Route 79 including all associated appurtenances and rights-of-way, bringing into conformance said facility with Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time to time (collectively, the "Scott Road Improvements"); and

WHEREAS, the public facilities improvements described above had been determined by the Board of Supervisors to be necessary to mitigate the transportation and circulation needs, which the development of the Project will contribute; and

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006,

adopted Resolution No. 2006-092 establishing Community Facilities District No. 05-8 (Scott Road) of the County of Riverside ("Scott Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Scott Road Improvements and Resolution No. CFD 2006-02 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$100,000,000 to finance the Scott Road Improvements and called a special election for April 18, 2006, for the qualified electors of the Scott Road CFD to consider propositions dealing with the levy of the special tax and the incurrence of bonded indebtedness; and

WHEREAS, the Board of Supervisors, on April 25, 2006, canvassed the results of the special election and determined that the qualified electors voted and approved the propositions by more than two-thirds of the votes cast and caused a Notice of Special Tax Lien for the Scott Road CFD to be recorded on May 4, 2006; and

WHEREAS, the County/City, by the adoption of County Ordinance No. 824, as amended from time to time, established the Transportation Uniform Mitigation Fee Program which requires a developer to pay the fee (the "TUMF") which is set by said Ordinance and which is to be paid as a condition of receiving certification allowing for the occupancy of a residential or commercial structure; the TUMF is intended to represent a new structure's fair share of the estimated costs to construct those transportation improvements needed to mitigate the traffic impacts and burdens placed on the Regional System of Highways and Arterials ("RSHA") generated by a residential or commercial development and determined necessary to protect the safety, health and welfare of persons traveling to and from the such residential or commercial development using the RSHA; and

WHEREAS, the Scott Road Improvements have been identified as part of the RSHA and to be among those facilities whose construction is to be financed, in part, by the collection of the TUMF; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that has been approved by the County Board of Supervisors and the qualified electors of the Scott Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2005, with the intent that each unit within a single-family residential tract and each unit within a multifamily residential development will receive a credit, in an amount specified herein, against the TUMF in effect for the fiscal year in which the first building permit is issued for a single-family residential tract for a "production unit," as that term is used in the RMA, or in which a building permit is issued for a multi-family development; and

WHEREAS, the Scott Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency from the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Scott Road CFD; and

WHEREAS, the County, City and the Developer now desire to enter into this Agreement to provide a means by which Developer's participation is offset against Developer's obligation to pay the applicable TUMF (the "TUMF Credit") for the Plot Plan in accordance with the TUMF Administrative Plan; and

WHEREAS, the Plot Plan is located within the boundaries of the Scott Road CFD, as shown on the Boundary Map of the Scott Road CFD recorded as Instrument No. 2006-0167553 on March 8, 2006, or within territory that has been annexed to Scott Road CFD;

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer, County, and City hereby agree as follows:**

## TERMS

1.0 Incorporation of Recitals: The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements: County shall be responsible for constructing the Scott Road Improvements.

### 3.0 TUMF Credit

3.1 TUMF Credit for Single-Family Residential Development: [Not Applicable]

3.2 TUMF Credit for Multifamily Residential Development: The Developer intends to develop Parcel Nos. 1 to 4 (collectively, the "Parcels") within the Plot Plan as a multifamily residential development. The Developer obtained the first building permit for a "production unit" for said multifamily residential development within the Plot Plan on June 27, 2008. The TUMF in effect on said date was \$7,054 per multifamily residential unit. Each multifamily unit constructed on a Parcel within the Plot Plan is to receive a credit in the amount of \$7,054 (the "TUMF Credit Amount"), against the TUMF that will be charged at issuance of a certificate of occupancy for said unit. The Developer understands that the TUMF is adjusted annually as of "July 1<sup>st</sup>", as this term is defined in the RMA, and the Developer agrees that should the TUMF in effect on the date it secures a certificate of occupancy for each multifamily residential unit constructed on said Parcels within the Tract is greater than the TUMF Credit Amount for said multifamily residential unit, the Developer will be obligated to pay the differential amount in cash prior to securing the certificate of occupancy for said multifamily residential unit.

### 4.0 Miscellaneous

4.1 Assignment: The Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Plot Plan (an "Assignment"). The Developer and such purchaser and assignee (the "Assignee") shall provide to the County/City such reasonable proof as it may require that the Assignee is the purchaser of said parcels within the Plot Plan. Any assignment pursuant to this paragraph 4.1 shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County/City in a form reasonably acceptable to County/City, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the

following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including the TUMF Credit Amount for each single-family residential unit developed on a lot within the Tract or for each multifamily residential unit developed on a parcel within the Plot Plan purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.

4.2 Relationship between the Parties: All Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between the County, City and the Developer.

4.3 Indemnification: Developer agrees to protect, indemnify, defend and hold the Community Facilities District, the County and City, and their respective directors, officers, Legislative Body, Board of Supervisors, City Council, elected officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, including, but not limited to, third-party claims, and against any and all losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the approval of this Agreement, (b) the awarding of credit pursuant to or on account of this Agreement, and/or (c) the untruth or inaccuracy of any representation or warranty made by said Developer in this Agreement. If said Developer fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from said Developer. The provisions of this Section shall survive the termination discharge or other termination of this Agreement.

4.4 Warranty as to Property Ownership; Authority to Enter Agreement: The Developer hereby warrants that it owns fee title to the Plot Plan and that it has the legal capacity to enter into this Agreement. All Parties warrant that the individual(s) who have signed this Agreement on behalf of each Party has the legal power, right, and authority to enter into this Agreement and each individual signing this Agreement has been duly authorized to do so, on behalf of said Party.

4.5 Prohibited Interests: The Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer, or any parent or related entity of the Developer, to solicit or secure this Agreement. The Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this representation and warranty, the County and City shall have the right to rescind this Agreement without liability.

4.6 Notices: All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To County: Riverside County Transportation Department  
Attention: Juan C. Perez  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone No. (951) 955-6740  
Fax No. (951) 955-3198

To City: City of Menifee  
Attention: J. Bradley Kutzner  
29683 New Hub Drive, Suite C  
Menifee, CA 92586  
Phone No. (951) 672-6777  
Fax No. (951) 679-3843

To Developer: Fairfield Holland Road, LLC  
Attention: Ed McCoy  
5510 Morehouse Drive, Suite 200  
San Diego, CA 92121  
Phone No. (858)-457-2123  
Fax No. (858)-625-8677

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

4.7 Cooperation; Further Acts: All Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.8 Construction; References; Captions: It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against any of the Parties as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to the Developer include all personnel, employees, and agents of the Developer, except as otherwise specified in this Agreement. All references to the County or City include its elected officials, Board of Supervisors, City Council, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendment; Modification: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver: No waiver of any default shall constitute a waiver of any other

default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Parties any contractual right by custom, estoppel, or otherwise.

4.11 Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.13 Invalidity; Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.14 Consent to Jurisdiction and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence: Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

4.16 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

4.17 Entire Agreement: This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.

**[Signatures of Parties on Next Page]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF MENIFEE**

Passed on this 17<sup>th</sup> day of March, 2009

By: Wallace W Edgerton  
Wallace W. Edgerton, Mayor

ATTEST:

By: Kathy Bennett  
Kathy Bennett, City Clerk

APPROVED AS TO FORM:

By: Elizabeth Martyn  
Elizabeth Martyn, Interim City Attorney

**DEVELOPER**

Fairfield Holland Road LLC,  
a Delaware limited liability company

By: FF CRF Fund LLC,  
a Delaware limited liability company,  
its Manager

By: FF Properties, Inc.,  
a Delaware corporation,  
its Manager

By: Ed McCoy  
Ed McCoy  
Printed Name

Vice President  
Title

By: James A. Hribar  
James A. Hribar  
Printed Name

Secretary / CFO  
Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego



On February 19, 2009 before me, M.M. Rhinesmith, Notary Public

Date

Here Insert Name and Title of the Officer

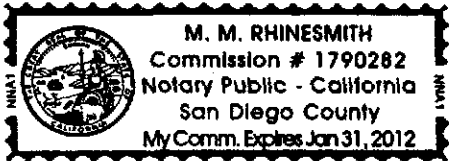
personally appeared Ed McCoy and James A Harbar

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *M.M. Rhinesmith*

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document Fairfield Holland Road LLC

Title or Type of Document: improvement Credit Agreement

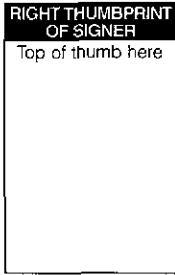
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

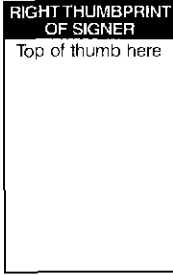
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

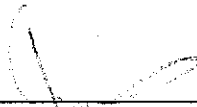
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

RECOMMENDED FOR APPROVAL:

By:  Date: 4/3/09  
Juan C. Perez  
Director of Transportation

APPROVED AS TO FORM:

Dale A. Gardner  
By:  Date: 4/15/09  
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman, County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Clerk of the Board (SEAL)

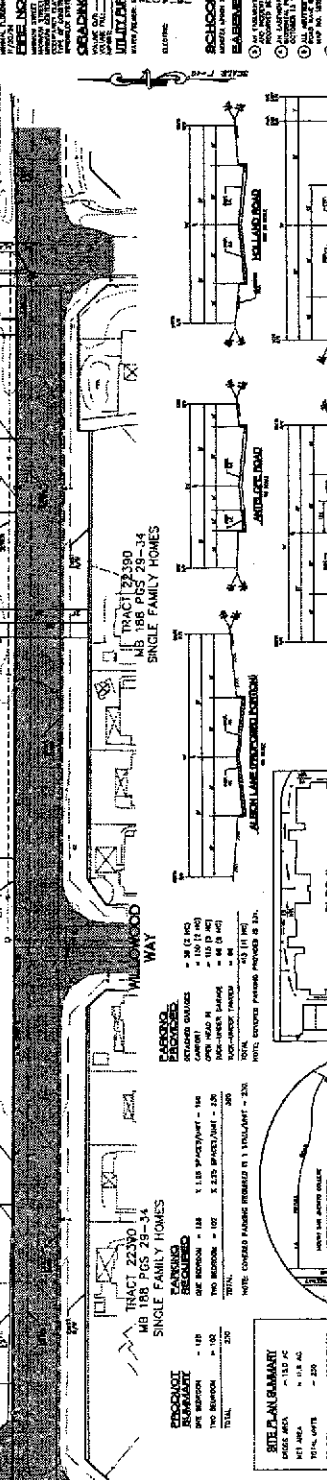
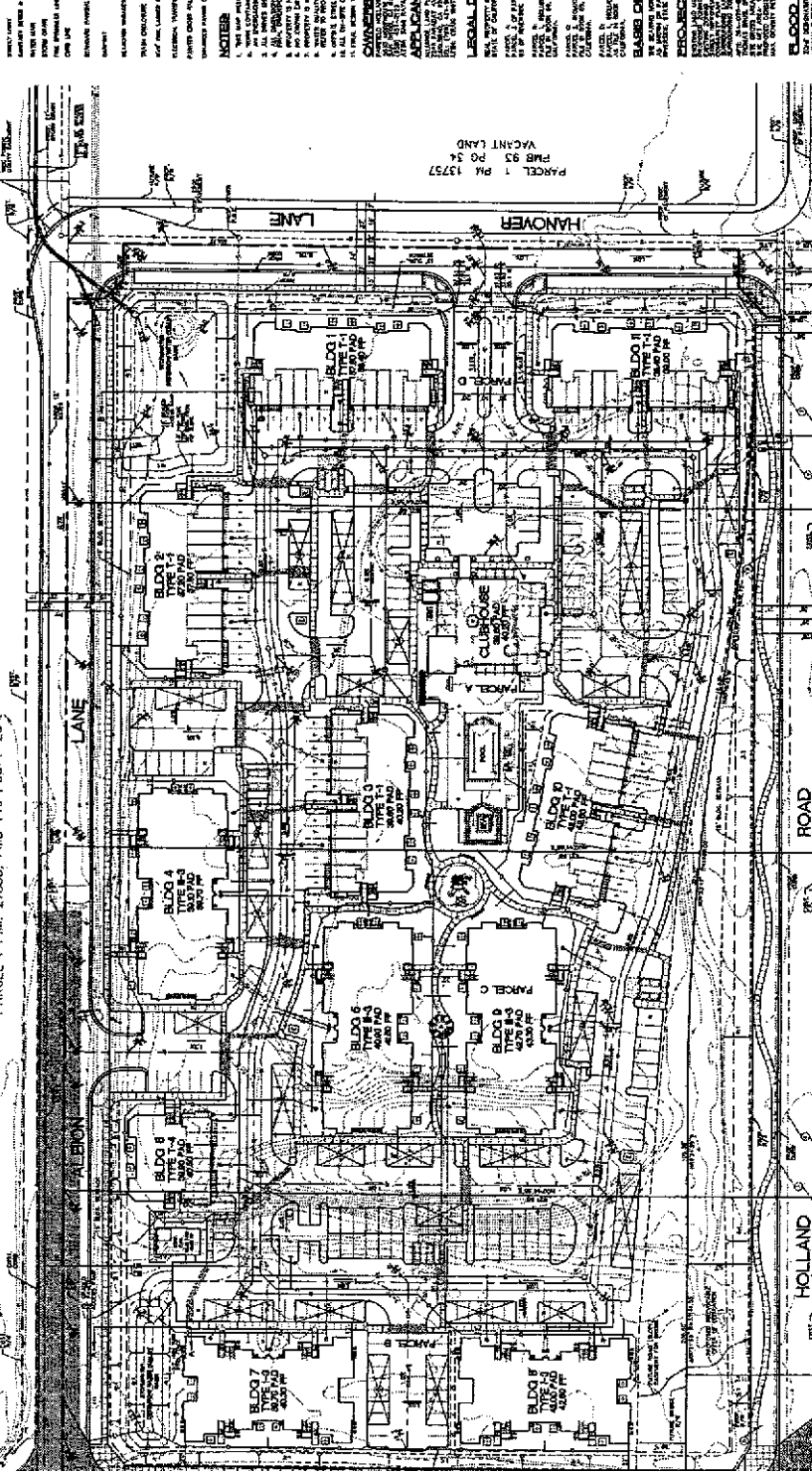
**EXHIBIT "A"**

**PLOT PLAN AND VICINITY MAP**

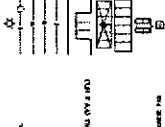
[ATTACHED BEHIND THIS PAGE]

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**HOLLAND ROAD RESIDENTIAL**  
**PLOT PLAN**  
 10/10/07

MT. SIM JACINTO COMMUNITY COLLEGE  
 PARCEL 1 P.M. 21838, P.M. 146 PGS 1-26



**LEGEND**  
 PROPOSED IMPROVEMENTS  
 EXISTING IMPROVEMENTS  
 ...



**NOTES**  
 1. THE SHOWN IMPROVEMENTS ARE BASED ON THE...  
 2. ALL UTILITIES ARE TO BE DEEPER THAN THE...  
 3. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 4. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 5. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 6. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 7. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 8. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 9. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...  
 10. THE PROPOSED IMPROVEMENTS ARE SUBJECT TO...

**CADDIS**  
 DATE: 10/10/07  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**LEGAL DESCRIPTION**  
 PART OF THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BEING PART OF THE...  
 ...

**BASEL OF BEARING**  
 ...

**PROJECT DATA**  
 PROJECT NAME: HOLLAND ROAD RESIDENTIAL  
 PROJECT NO.: 22390  
 ...

**BLOOD ZONE**  
 ...

**FIRE RISK**  
 ...

**SEPARATING CHAMBER**  
 ...

**UTILITY LAYOUT**  
 ...

**SCHOOL DISTRICT**  
 ...

**BASEMENT**  
 ...

**REVISIONS**  
 ...

**DATE PREPARED: AUGUST 2007**  
 ...

**COURTY OF RIVERSIDE**  
**HOLLAND ROAD RESIDENTIAL**  
**PLOT PLAN**  
 PP-22390

**DATE PREPARED: AUGUST 2007**  
 ...

**DATE PREPARED: AUGUST 2007**  
 ...

RECORDING REQUESTED BY  
RIVERSIDE COUNTY

THIS AREA FOR RECORDER'S USE ONLY

When recorded, return to:

Riverside County Planning Department  
9<sup>th</sup> Floor County Administrative Center  
Mail Stop # 1070

DOC # 2008-0029294  
01/18/2008

Conformed Copy

Has not been compared with original

Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

No Fee, 6103 Government Code  
Benefit of Riverside County Planning Department

CERTIFICATE OF PARCEL MERGER NO. 1767

RECORD OWNERS	EXISTING PARCELS (Assessor Parcel Numbers)
FAIRFIELD HOLLAND ROAD L.P.	364-070-042
FAIRFIELD HOLLAND ROAD L.P.	364-070-007
FAIRFIELD HOLLAND ROAD L.P.	364-070-008
FAIRFIELD HOLLAND ROAD L.P.	364-070-009

LEGAL DESCRIPTION OF MERGED PARCELS

See attached - Exhibit "A"

SIGNATURE(S) OF RECORDED OWNER(S) (Must be Notarized)

Print Name/Title: Ed McCoy; Vice President	Signature: <i>[Signature]</i>
Print Name/Title: Ed McCoy; Vice President	Signature: <i>[Signature]</i>
Print Name/Title: Ed McCoy; Vice President	Signature: <i>[Signature]</i>
Print Name/Title: Ed McCoy; Vice President	Signature: <i>[Signature]</i>

RIVERSIDE COUNTY PLANNING DEPARTMENT APPROVAL

This Certificate of Parcel Merger is approved.

Signature: *Damaris Abraham* Printed Name: DAMARIS ABRAHAM Date: 1/15/08

RIVERSIDE COUNTY SURVEYOR'S APPROVAL

This document reviewed by Riverside County Surveyor.

BY: *Nancy R. DeLo* Date: 1/08/07

NOTARY

STATE OF California

COUNTY OF San Diego

On August 29, 2007 before me, Shannyn Daye Henkel, Notary Public, personally appeared

Ed McCoy

(Name(s) of signor(s))

personally known to me (or proved to me

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

WITNESS my hand and official seal

*[Signature]*  
SIGNATURE & SEAL OF NOTARY



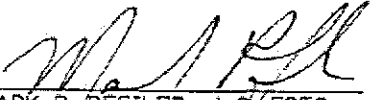
**EXHIBIT "A" - LEGAL DESCRIPTION  
CERTIFICATE OF PARCEL MERGER NO. 1767**

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 12598 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 69, PAGE 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO ALL LEGAL STREETS, HIGHWAYS AND EASEMENTS OF RECORD.

CONTAINING 537,227 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON A SKETCH ATTACHED HERETO AS EXHIBIT "B" FOR REFERENCE ONLY

  
MARK P. PFEILER L.S. 5959  
EXPIRES 12-31-08.

8/28/07  
DATE



Record Owner(s): FAIRFIELD HOLLAND RESIDENTIAL, LLC  
Address: 5510 MOREHOUSE DR. SUITE 200, SAN DIEGO, CA 92121

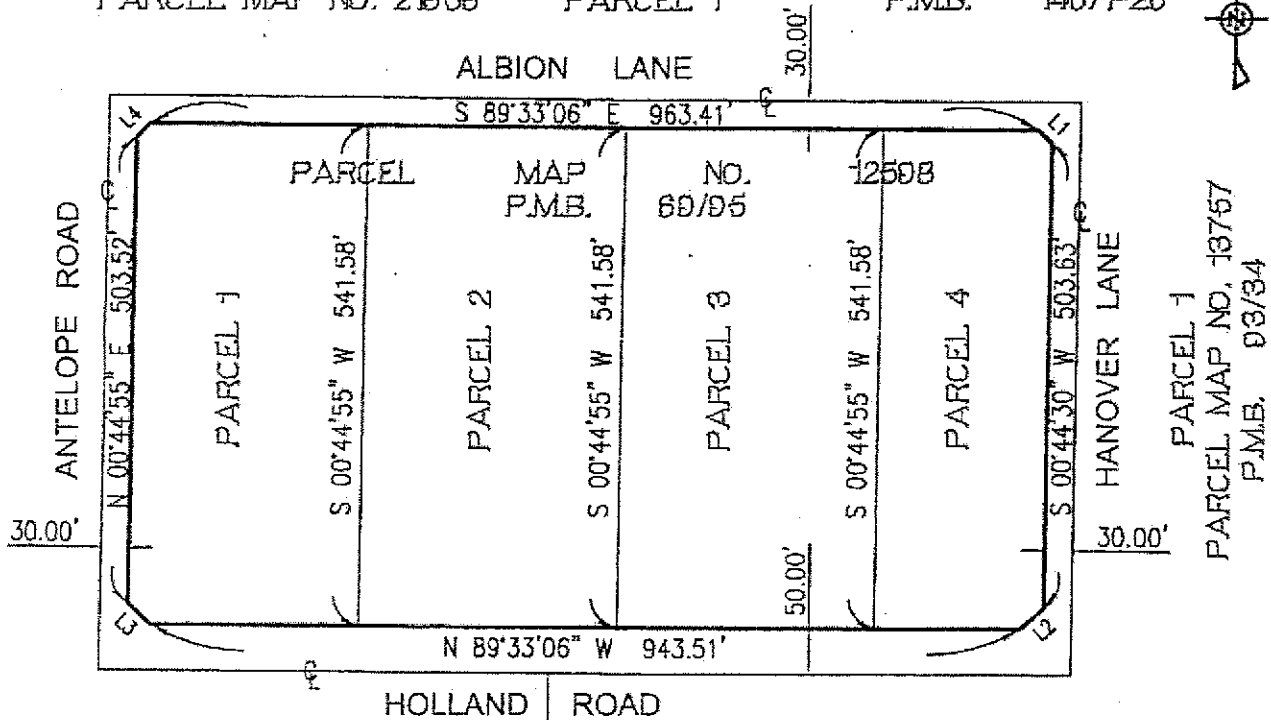
Exhibit Prepared by: PFEILER & ASSOCIATES ENGINEERS, INC.  
Address: 14181 FERN AVE, CHINO, CA 91710  
Phone Number: (909) 993-5800

Scale: AS SHOWN

Assessor's Parcel Number(s): 364-070-042, 007, 008, & 009

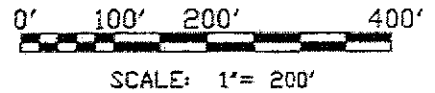
# EXHIBIT "B" - MAP CERTIFICATE OF PARCEL MERGER NO. 1767

PARCEL MAP NO. 21838      PARCEL 1      P.M.B. 146/1-26



TRACT MAP NO. 22300      M.B. 188/20-34

MERGED PARCEL AREA = 537,227 SQ. FT.



*Mark P. Pfeiler*  
 MARK P. PFEILER, L.S. 5959  
 EXPIRES 12-31-08.

8/29/07  
DATE



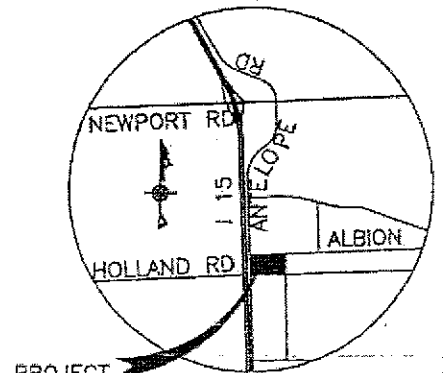
LINE	BEARING	DISTANCE
L1	S 44°24'18" E	21.27'
L2	S 47°59'45" W	33.89'
L3	N 46°45'35" W	34.04'
L4	N 45°35'55" E	21.18'

Record Owner(s): FAIRFIELD HOLLAND RESIDENTIAL, LLC  
 Address: 5510 MOREHOUSE DR. SUITE 200, SAN DIEGO, CA 92121

Exhibit Prepared by: PFEILER & ASSOCIATES ENGINEERS INC.  
 Address: 14181 FERN AVE., CHINO, CA 91710  
 Phone Number: (909) 993-5800

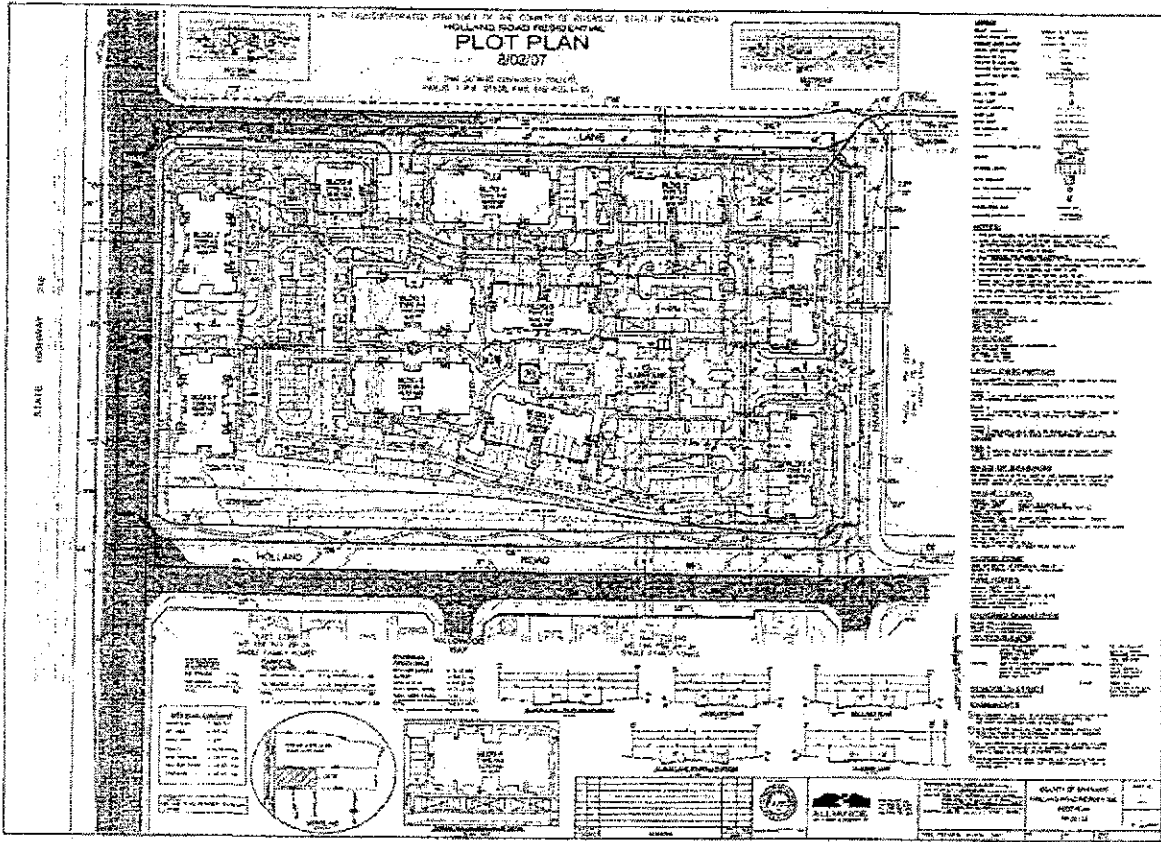
Scale: 1"=200'

Assessor's Parcel Number(s): 364-070-042, 007, 008, & 009



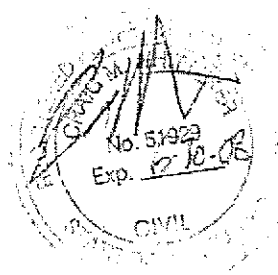
NTS

# EXHIBIT "C" – SITE PLAN CERTIFICATE OF PARCEL MERGER NO. 1467



Record Owner(s): FAIRFIELD HOLLAND RESIDENTIAL, LLC  
Address: 5510 MOREHOUSE DR. SUITE 200

Exhibit Prepared by: ALLIANCE LAND PLANNING & ENG.  
Address: 2248 FARADAY AVE.  
Phone Number: (760) 431-9896



Scale: NOT TO SCALE

Assessor's Parcel Number(s): 354-070-042, 007, 008, & 009