

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




FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and KB Home Coastal Inc. for Tract 30142-1.

RECOMMENDED MOTION: That the Board of Supervisors approve the subject Agreement between the County of Riverside (County), City of Menifee (City) and KB Home Coastal Inc., a California corporation (Developer); and authorize the Chairman to execute the same.

BACKGROUND: The Developer's tract is located within the boundaries of Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County, and for which the tract was conditioned to participate in. However, with the incorporation of the City of Menifee, the geographical boundaries of the Scott Road CFD now fall primarily within the City,


Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	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
SOURCE OF FUNDS: N/A				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project.				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY  DALE A. GARDNER
DATE 9/26/11
Departmental Concurrence

Dep't Recomm.: ☒ Policy
Per Exec. Ofc.: ☒ Policy

Prev. Agn. Ref.

District: 3

Agenda Number:

3.39

The Honorable Board of Supervisors

RE: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and KB Home Coastal Inc. for Tract 30142-1.

August 31, 2011

Page 2 of 2

including this Tract.

The Scott Road CFD is a funding mechanism that provides a means to finance the Scott Road Improvements, which includes widening of Scott Road between Antelope Road and Briggs Road and improvements to the I-215 Interchange. The Scott Road Improvements are planned to be constructed by the Riverside County Transportation Department from the proceeds of special taxes levied or the proceeds of bond sales by the Scott Road CFD.

In addition, the Scott Road Improvements have been identified as part of the Transportation Uniform Mitigation Fee (TUMF) Regional System of Highways and Arterials (RSHA), and to be among those facilities whose construction is to be financed in part by the collection of TUMF. Ordinance 824 established the TUMF Program that requires a developer to pay TUMF, which covers a developer's fair share of the estimated costs to construct transportation improvements needed to mitigate the traffic impacts generated by a developer's project and that are necessary to protect the safety, health and welfare of persons that travel to and from a developer's project using the RSHA.

The County, City and Developer now desire to enter into this agreement to provide a means by which the Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF for the Tract. Each single-family residential unit within the Tract is to receive a credit up to a maximum of \$4,437 ("Maximum TUMF Credit") against the TUMF that will be charged by the City at issuance of a certificate of occupancy for each unit. Also, the Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for each unit, the Developer shall pay the differential amount to the City prior to securing the certificate of occupancy for each 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 _____, 2011 by and between the County of Riverside (the "County"), City of Menifee (the "City") and KB HOME Coastal Inc, a California corporation (the "Developer"). The County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Tract No. 30142-1 (the "Tract"), for which a Final Map was recorded on April 29, 2010, as Instrument No. 2010-0197763 and 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 Tract is Phase No. 1 of approved, phased Tract Map No. 30142 (the "Project"), which was approved by the County prior to the City's incorporation, that was conditioned by the County to participate in some form of funding mechanism, such as a Community Facilities District, that would provide a means of financing the construction of the following public facilities (the "Scott Road Improvements") that had been determined by the Board of Supervisors to be necessary to mitigate the transportation and circulation needs that would result from the development of the Project:

- (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 the 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 the Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time to time (collectively, the "Scott Road Improvements"); 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.

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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 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 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 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 against the TUMF in an amount set forth in this Agreement; 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, on October 1, 2008, the City of Menifee incorporated and the Tract and improvements are included within its boundaries; and

WHEREAS, the City reduced the TUMF during calendar year 2010 but that reduction ended as of December 31, 2010; and

WHEREAS, the County, City and the 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 (the "TUMF Credit") for the Tract in

accordance with the TUMF administrative plan; and

WHEREAS, the Tract 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 the 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/City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit for Single-Family Residential Development. The Developer obtained the first building permit for a "production unit" located within the Tract on July 21, 2010. The TUMF in effect on July 1st preceding the issue date of said first building permit was \$4,437 per single-family residential unit. Each single-family residential unit within the Tract will be eligible to receive a TUMF credit up to a maximum amount, which is equal to the TUMF in effect on said July 1st (the "Maximum TUMF Credit"). The actual amount of the TUMF credit applied will be equal to the TUMF in effect on the date the Developer secures a certificate of occupancy for each single-family residential unit up to the Maximum TUMF credit. At no time shall the actual TUMF credit amount exceed 100% of the TUMF charged for each said unit. The Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for said unit, the Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said 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 Tract (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 lots within the Tract. 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 credits up to the Maximum TUMF Credit for each single-family residential unit

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developed on a lot within the Tract or for each multifamily residential unit developed on a parcel within the Tract 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. The 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, 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 Tract and that it has the legal capacity to enter into this Agreement. Both 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/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, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

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

To Developer: KB HOME Coastal Inc.
Attention: Michael H. Freeman, Jr.
36310 Inland Valley Drive
Wildomar, CA 92595
Phone No. (951) 691-5300
Fax No. (951) 677-2190

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. The 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 either Party 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 and City include its elected officials, Board of Supervisors, 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,

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privilege, or service voluntarily given or performed by a Party shall give the other Party 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 19 day of July, 2011

By: Wallace W Edgerton
Wallace W. Edgerton, Mayor

ATTEST:

By: K Benneit
Kathy Benneit, City Clerk

APPROVED AS TO FORM:

By: K Feld
Karen A. Feld, City Attorney

DEVELOPER

KB Home Coastal Inc

By: [Signature]

MICHAEL H. FREEMAN JR
Printed Name

VP, LAND + PLANNING
Title

By: Allen Barrett H

ALLEN BARRETT
Printed Name

SR. PROJ. MGR.
Title

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

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By:  Date: 9/7/11
Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

By:  Date: 9/26/11
Dale A. Gardner
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: _____ Date: _____
Chairman, County Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

Date: _____
Clerk of the Board (SEAL)



EXHIBIT “A”

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

KMF

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE INTEREST IS BEING RECORDED IN THIS INSTRUMENT, AND THAT WE HAVE NO OTHER INTERESTS IN THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, INCLUDING THE CONSTRUCTION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 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755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

KB HOME COASTAL, INC., A CALIFORNIA CORPORATION, OWNER.

SIGNATURE COUSIN:
BY: [Signature] NAME: Michael K. Freeman
TITLE: Deputy

PLANSUBMIT TO THE PROVISIONS OF SECTION 6642 OF THE SUBDIVISION MAP ACT, SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OBTAINED:
THIS INSTRUMENT IS A WRITING OF THE SUBDIVISION MAP ACT, AS REQUIRED BY SECTION 6642 OF THE SUBDIVISION MAP ACT, AND IT IS NOT VALID UNLESS IT IS RECORDED WITHIN THE TIME FRAME SPECIFIED IN THE INSTRUMENT.
NOTARY ACKNOWLEDGMENTS:
STATE OF CALIFORNIA
COUNTY OF San Diego
I, Notary Public, do hereby certify that Michael K. Freeman is the person whose name is subscribed to the within instrument and acknowledged to me that he is the person whose name is subscribed to the within instrument, and that the execution of this instrument is voluntary and that the person whose name is subscribed to the within instrument is the person whose name is subscribed to the within instrument.

NOTARY PUBLIC IN AND FOR SAID STATE
BY [Signature] NAME: Michael K. Freeman
MY COMMISSION EXPIRES: 12/31/10
MY COMMISSION NO.: 12345678

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 8 OF PARCEL MAP NO. 1134, AS PER MAP FILED IN BOOK 54, PAGE 22 AND 23 OF PARCEL MAPS, RECORDS OF SAID COUNTY.
PER MAP FILED IN BOOK 38 PAGE 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.
RORY S. WILLIAMS, L.S. 8654 DATE OF SURVEY: NOVEMBER, 2003
HINSAKER AND ASSOCIATES IRVINE, INC.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY CONDUCTED BY ME OR UNDER MY DIRECTION, AND I HAVE BEEN A LICENSED SURVEYOR FOR THE STATE OF CALIFORNIA SINCE 1979. I HEREBY STATE THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.



TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIES AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$100.00.
COUNTY TAX COLLECTOR
BY: [Signature] NAME: Michael K. Freeman
DEPUTY
DATED: March 3, 2010

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$100.00 HAS BEEN DEPOSITED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONTINGENT UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS, WHICH ARE ESTIMATED TO BE \$100.00, BY THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT THE BOND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE BOND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

NOTARY ACKNOWLEDGMENTS:
STATE OF CALIFORNIA
COUNTY OF San Diego
I, Notary Public, do hereby certify that Michael K. Freeman is the person whose name is subscribed to the within instrument and acknowledged to me that he is the person whose name is subscribed to the within instrument, and that the execution of this instrument is voluntary and that the person whose name is subscribed to the within instrument is the person whose name is subscribed to the within instrument.

NOTARY PUBLIC IN AND FOR SAID STATE
BY [Signature] NAME: Michael K. Freeman
MY COMMISSION EXPIRES: 12/31/10
MY COMMISSION NO.: 12345678

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED, BY ME OR UNDER MY DIRECTION, THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AS AMENDED AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.
DONALD R. ALLISON, CITY ENGINEER, REG. 19486
LICENSE EXPIRES: 1/30/2011
DATED: 4/6/2010

CITY CLERK'S STATEMENT

I, [Signature], CITY CLERK OF THE CITY OF MENIFEE, DO HEREBY CERTIFY THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.
DATED: 4/6/2010

NOTARY PUBLIC IN AND FOR SAID STATE
BY [Signature] NAME: Michael K. Freeman
MY COMMISSION EXPIRES: 12/31/10
MY COMMISSION NO.: 12345678

RECORDS STATEMENT
FILED THIS 28th DAY OF April, 2010, AT 4:33 P.M.
IN BOOK 54 PAGE 22 AND 23 OF PARCEL MAPS, RECORDS OF SAID COUNTY.
AT THE REQUEST OF THE CITY CLERK
FEE: \$32.00
NO. 2010-0197713
LARRY W. WARD, ASSESSOR-COUNTY CLERK-RECORDED
BY: [Signature] NAME: Michael K. Freeman
DEPUTY
SUBDIVISION GUARANTEED BY:
FIRST AMERICAN TITLE COMPANY



CRAIG AVENUE

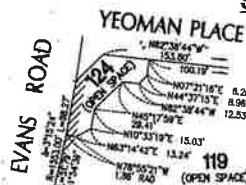
TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 64, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9146, AS PER MAP FILED IN BOOK 38 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

RORY S. WILLIAMS, L.S. 6854 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

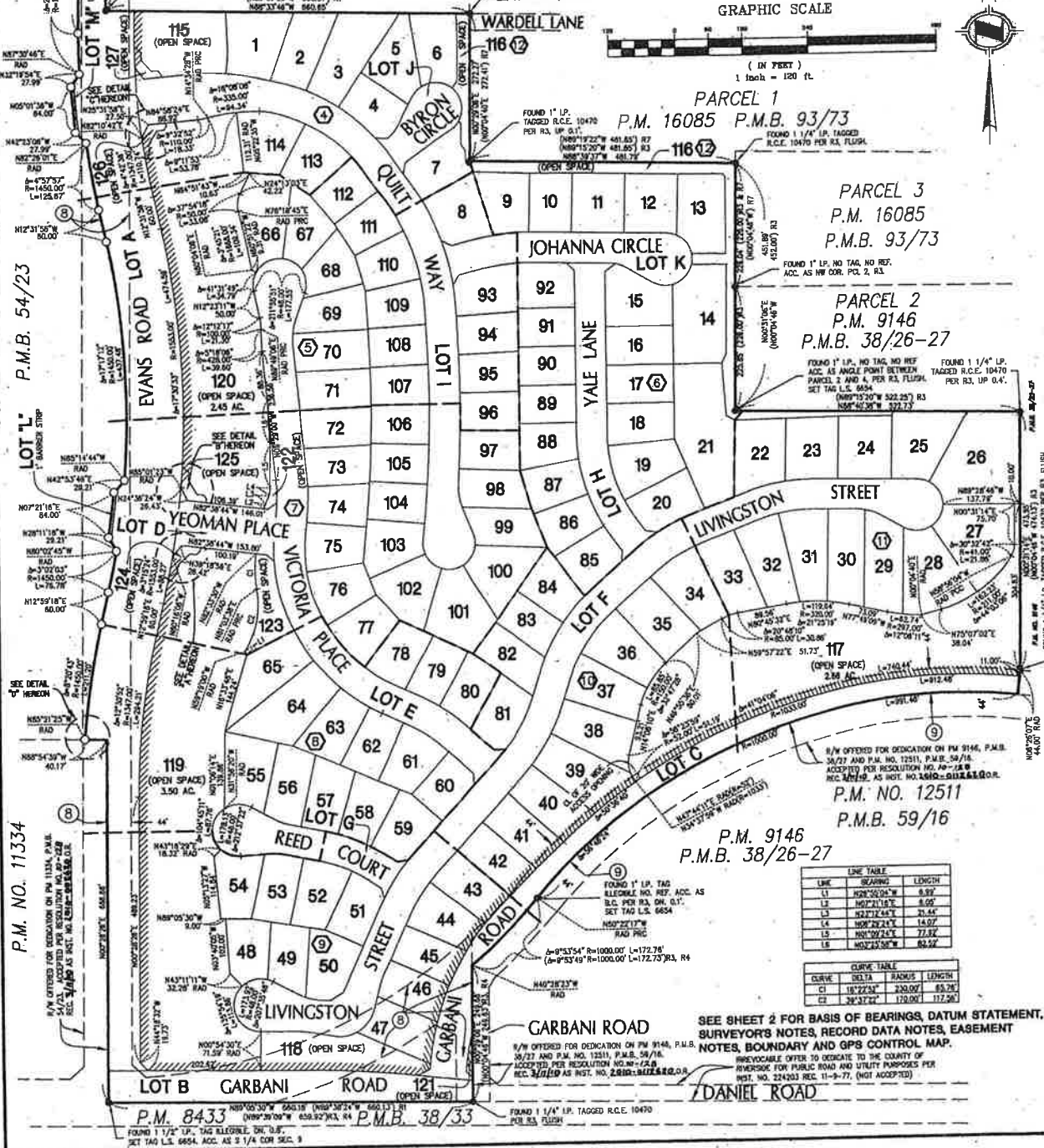
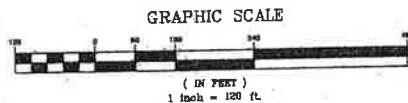
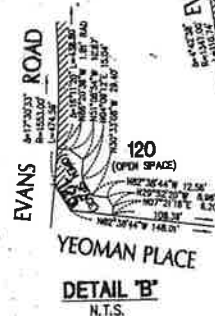
SHEET INDEX AND BOUNDARY MAP

④ INDICATES SHEET NUMBER



PARCEL 2
P.M. NO. 15395
P.M.B. 85/87

PARCEL 3
P.M. NO. 15395
P.M.B. 85/87



PARCEL 3
P.M. 16085
P.M.B. 93/73

PARCEL 2
P.M. 9146
P.M.B. 38/26-27

P.M. 9146
P.M.B. 38/26-27

P.M. NO. 12511
P.M.B. 59/16

P.M. 8433
P.M.B. 38/33

LINE	BEARING	LENGTH
L1	N89°25'04"W	8.89
L2	N62°14'15"E	8.02
L3	N32°24'47"E	20.44
L4	N68°22'14"E	14.07
L5	N61°02'21"E	77.82
L6	N02°25'38"W	62.52

CURVE	DELTA	RADIUS	LENGTH
C1	18°22'53"	220.00'	65.76'
C2	28°37'42"	170.00'	112.56'

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD DATA NOTES, EASEMENT NOTES, BOUNDARY AND GPS CONTROL MAP.

IRREVOCABLE OFFER TO DEDICATE TO THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD AND UTILITY PURPOSES PER RST. NO. 224053 REC. 11-9-77, (NOT ACCEPTED)

TRACT NO. 30142-1

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 8 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 544, AS PER MAP FILED IN BOOK 38, PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

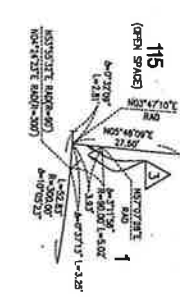
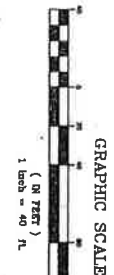
RORY S. WILLIAMS, L.S. 8854 DATE OF SURVEY: NOVEMBER, 2003

HUNSAKER AND ASSOCIATES IRVINE, INC.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYORS NOTES, RECORD DATA, NOTES, EMBELEMMENT, NOTES, BOUNDARY AND GPS CONTROL MAP. SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

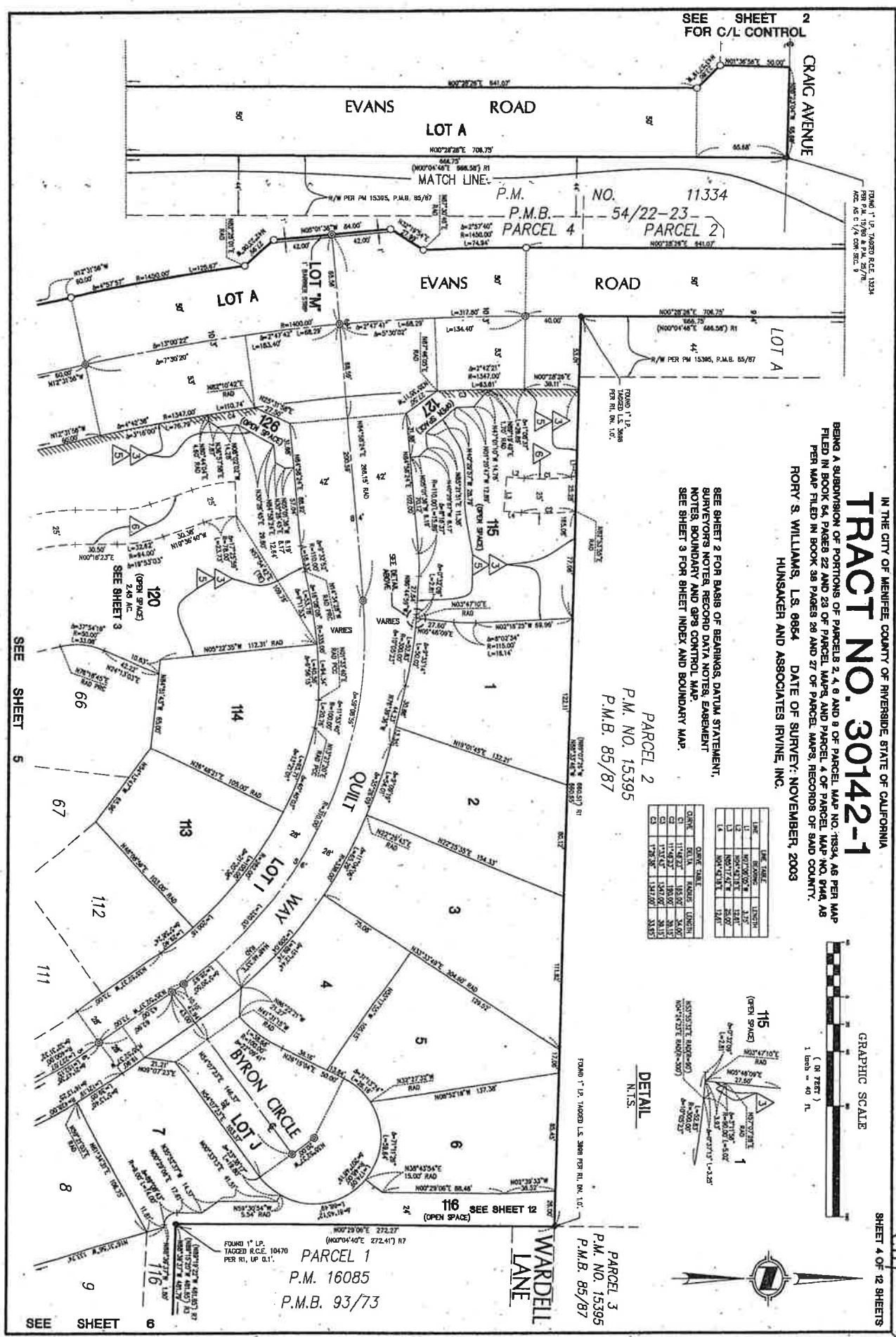
PARCEL 2
P.M. NO. 15395
P.M.B. 85/87

LINE	BEARING	LENGTH
1	N00°04'46"E	12.81
2	N00°04'46"E	12.81
3	N00°04'46"E	12.81
4	N00°04'46"E	12.81
5	N00°04'46"E	12.81
6	N00°04'46"E	12.81
7	N00°04'46"E	12.81
8	N00°04'46"E	12.81
9	N00°04'46"E	12.81
10	N00°04'46"E	12.81
11	N00°04'46"E	12.81
12	N00°04'46"E	12.81
13	N00°04'46"E	12.81
14	N00°04'46"E	12.81
15	N00°04'46"E	12.81
16	N00°04'46"E	12.81
17	N00°04'46"E	12.81
18	N00°04'46"E	12.81
19	N00°04'46"E	12.81
20	N00°04'46"E	12.81



PARCEL 3
P.M. NO. 15395
P.M.B. 85/87

PARCEL 1
P.M. 16085
P.M.B. 93/73



SEE SHEET 2 FOR BASIS OF BEARING, DATUM STATEMENT,
SURVEYING NOTES, RECORD DATA NOTES, EASEMENT NOTES,
BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

SEE SHEET 4

DETAIL

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 & 4 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP
FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 894, AS
PER MAP FILED IN BOOK 38 PAGES 28 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.
RORY S. WILLIAMS, L.S. 8664, DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

TRACT NO. 30142-1

IN THE CITY OF MENFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

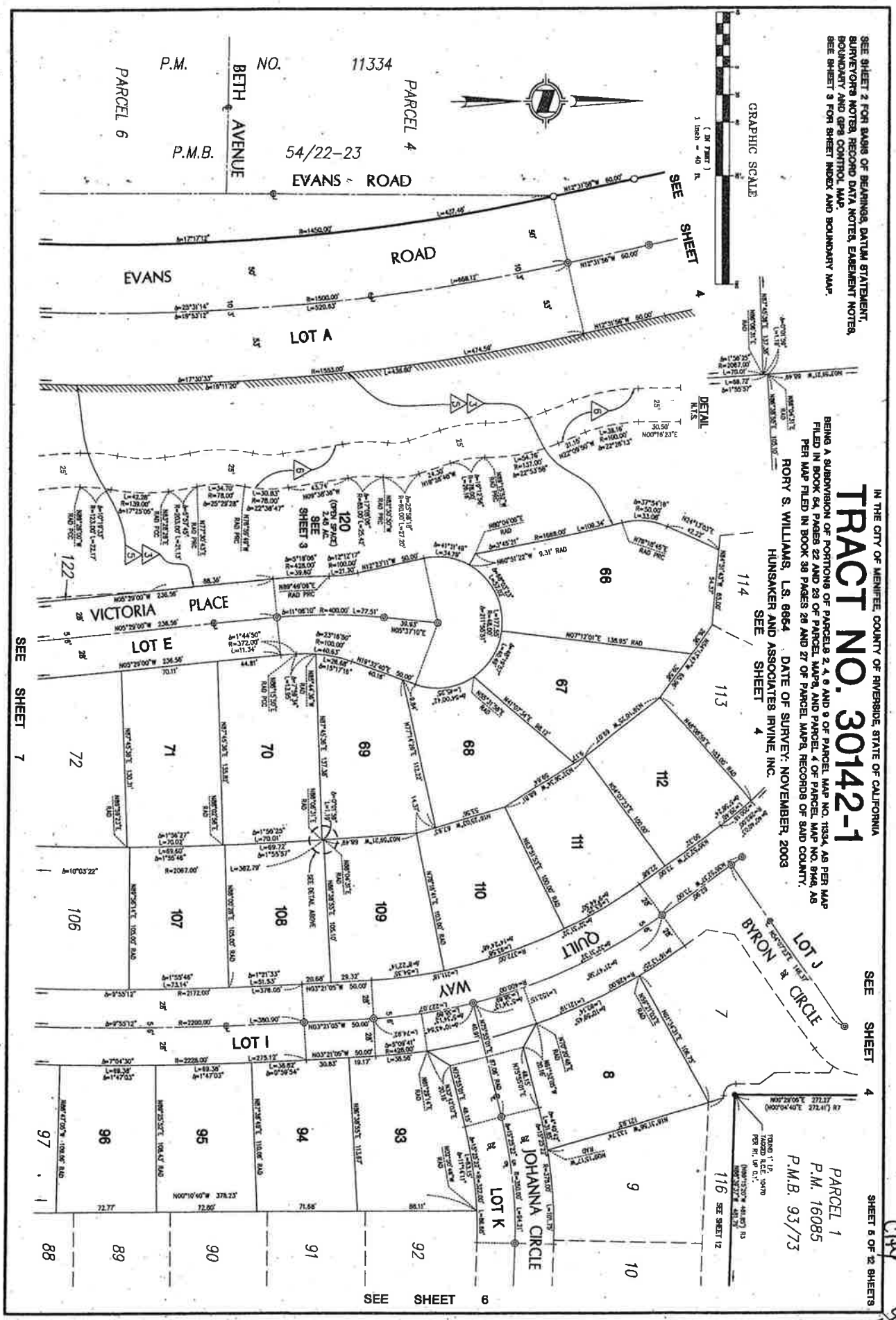
SEE SHEET 4

SHEET 5 OF 12 SHEETS

PARCEL 1
P.M. 16085
P.M.B. 93/73

TRIM 1.12
TWOED A.C.E. 1040
PER M. 10.17

116 SEE SHEET 12



SEE SHEET 6

SEE SHEET 7

433
42

TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9146, AS PER MAP FILED IN BOOK 38 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

RORY S. WILLIAMS, L.S. 6654 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

PARCEL 1

P.M. 16085

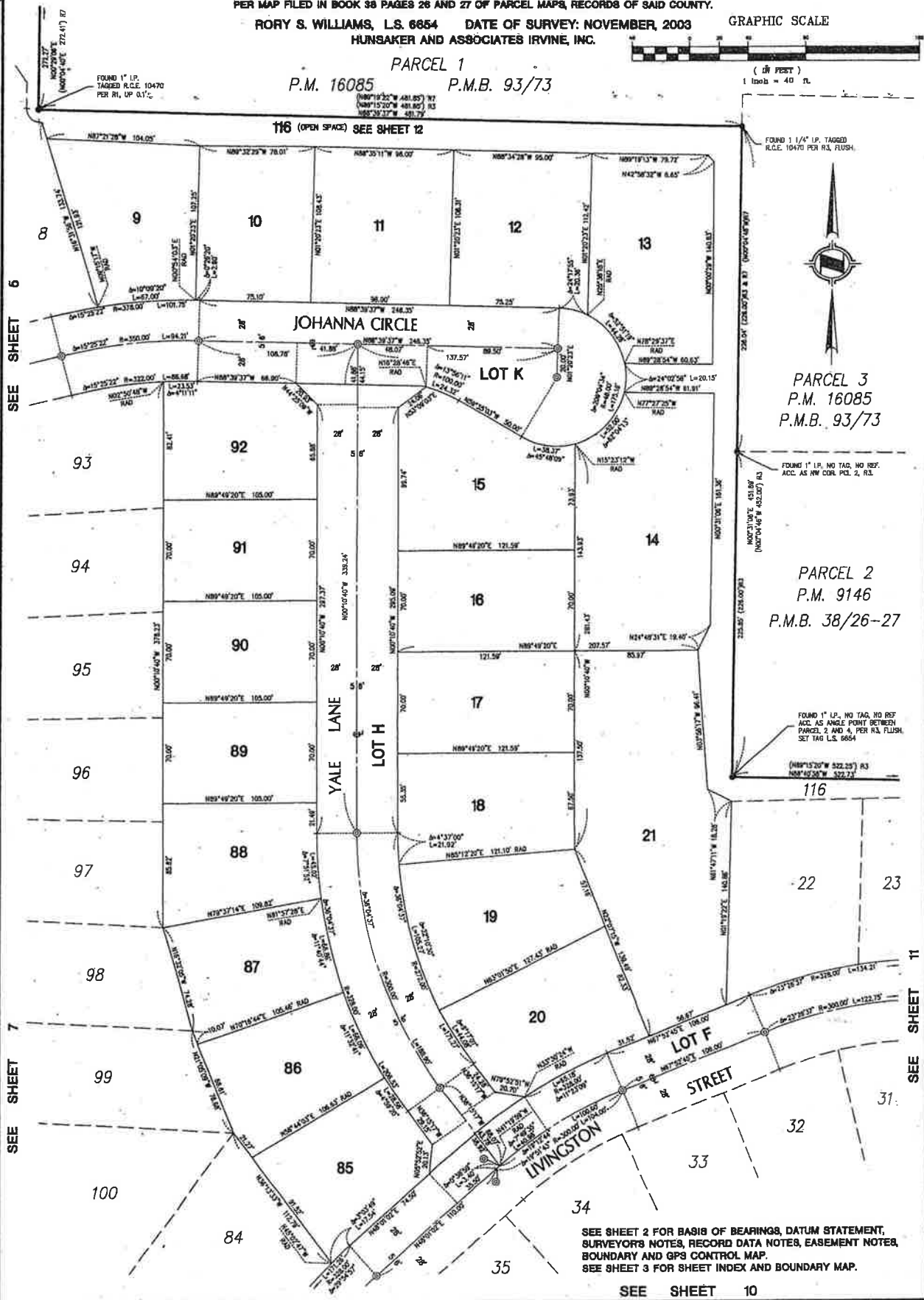
P.M.B. 93/73

116 (OPEN SPACE) SEE SHEET 12

SEE SHEET 6

SEE SHEET 7

SEE SHEET 11



PARCEL 3
P.M. 16085
P.M.B. 93/73

PARCEL 2
P.M. 9146
P.M.B. 38/26-27

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD DATA NOTES, EASEMENT NOTES, BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

SEE SHEET 10

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	111°13"	1853.00'	35.75'
C2	170°45"	1853.00'	36.48'

GRAPHIC SCALE

IN THE CITY OF MENLO PARK, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 64, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9146, AS PER MAP FILED IN BOOK 39 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAUD COUNTY.

RORY S. WILLIAMS, L.S. 0864 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

SHEET 7 OF 12 SHEETS

SEE SHEET 2 FOR BASIS OF BEARING, DATUM STATEMENT,
SURVEYORS NOTE, RECORD DATA NOTE, EASEMENT NOTE,
BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

SEE SHEET 6

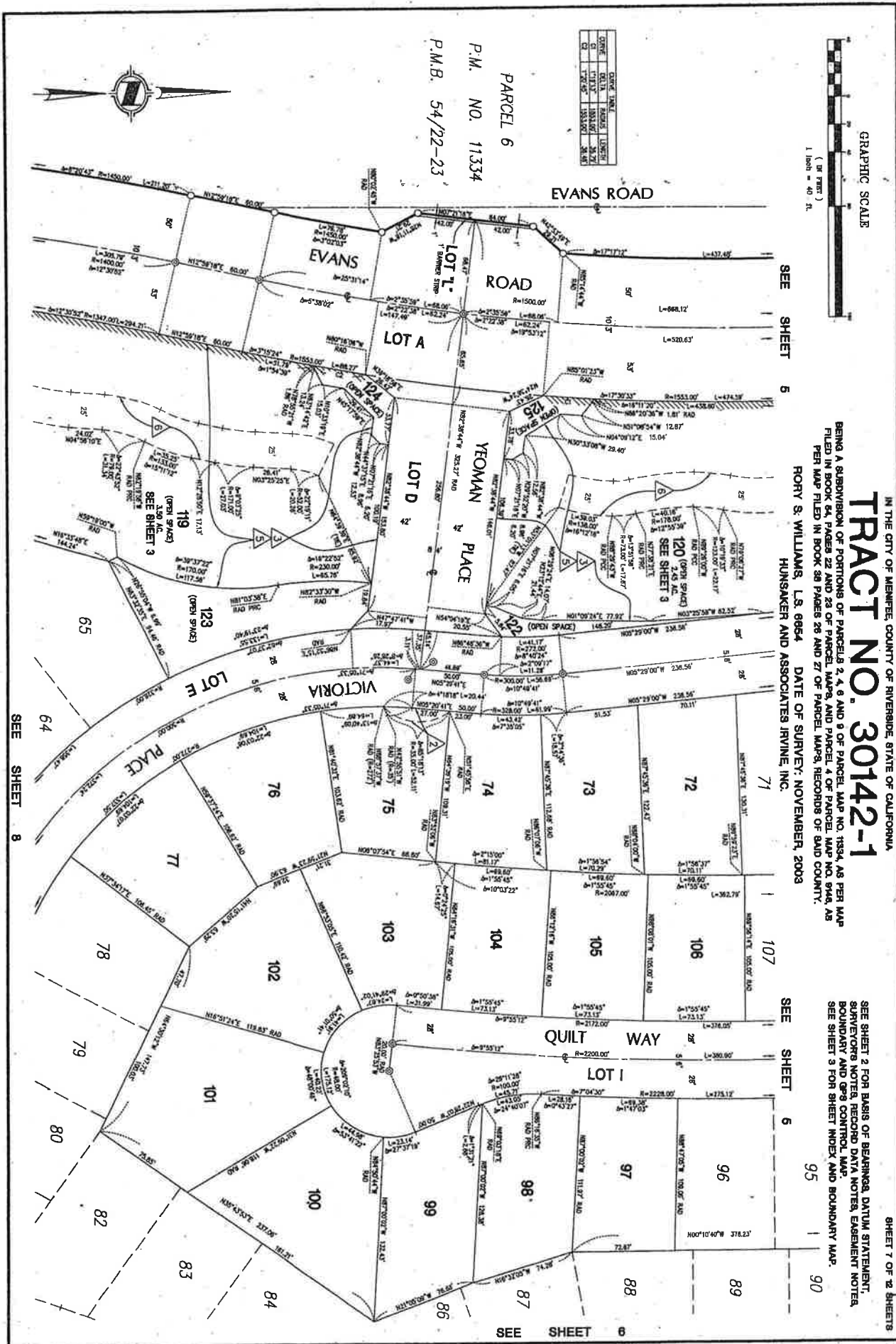
SEE SHEET

SEE SHEET 6

PARCEL 6

P.M. NO. 11334

P.M.B. 54/22-23



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

IN THE CITY OF MENEFEE COUNTY OF RIVERSIDE STATE OF CALIFORNIA
TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3 AND 8 OF PARCEL MAP NO. 1834, AS PER MAP FILED IN BOOK 64, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 846, AS PER MAP FILED IN BOOK 56 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

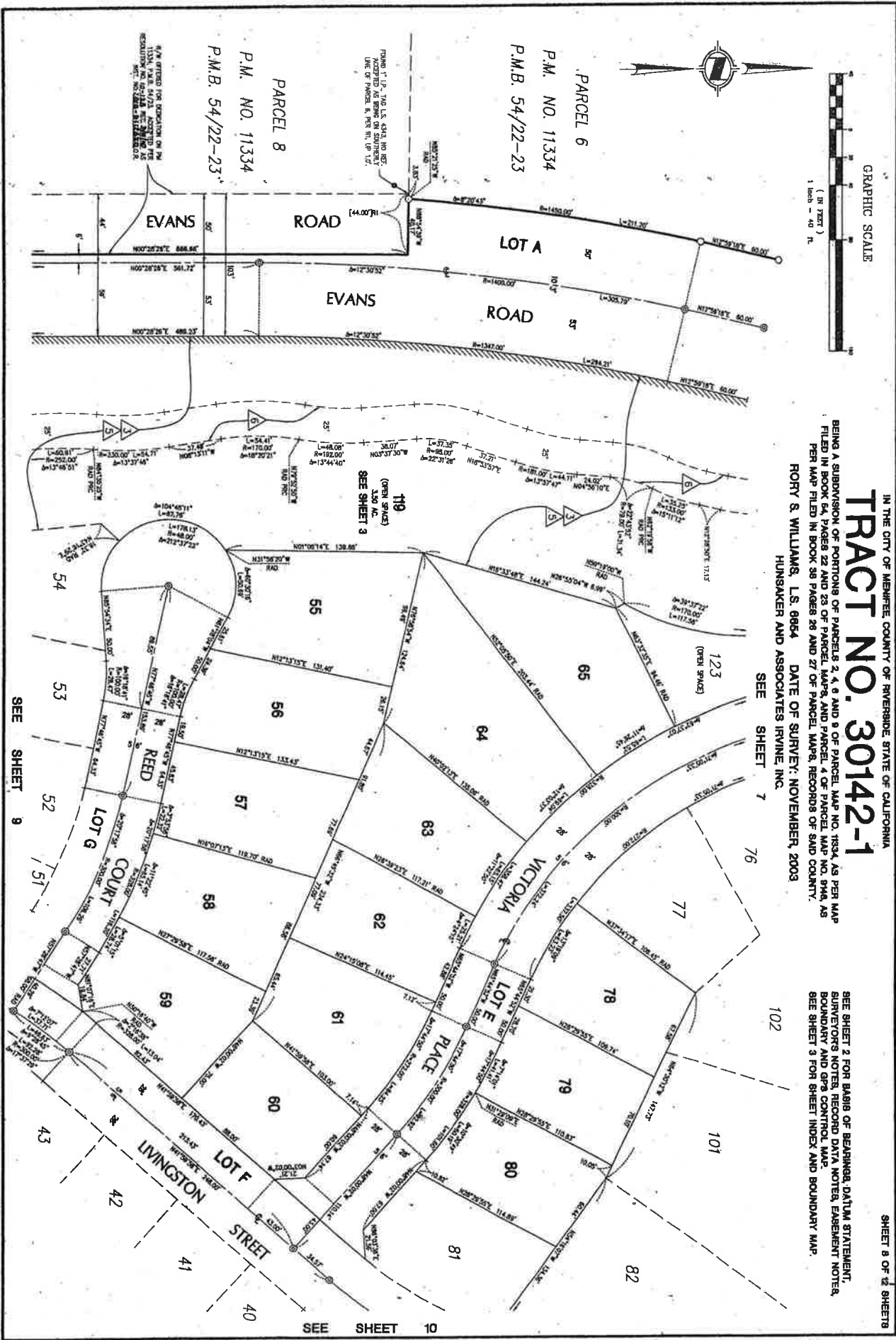
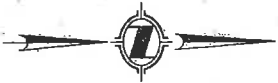
RORY S. WILLIAMS, L.S. 8654 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

SEE SHEET 7

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD DATA NOTES, EASEMENT NOTES, BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

SHEET 8 OF 12 SHEETS

CIV 1133



PARCEL 6
P.M. NO. 11334
P.M.B. 54/22-23

PARCEL 8
P.M. NO. 11334
P.M.B. 54/22-23

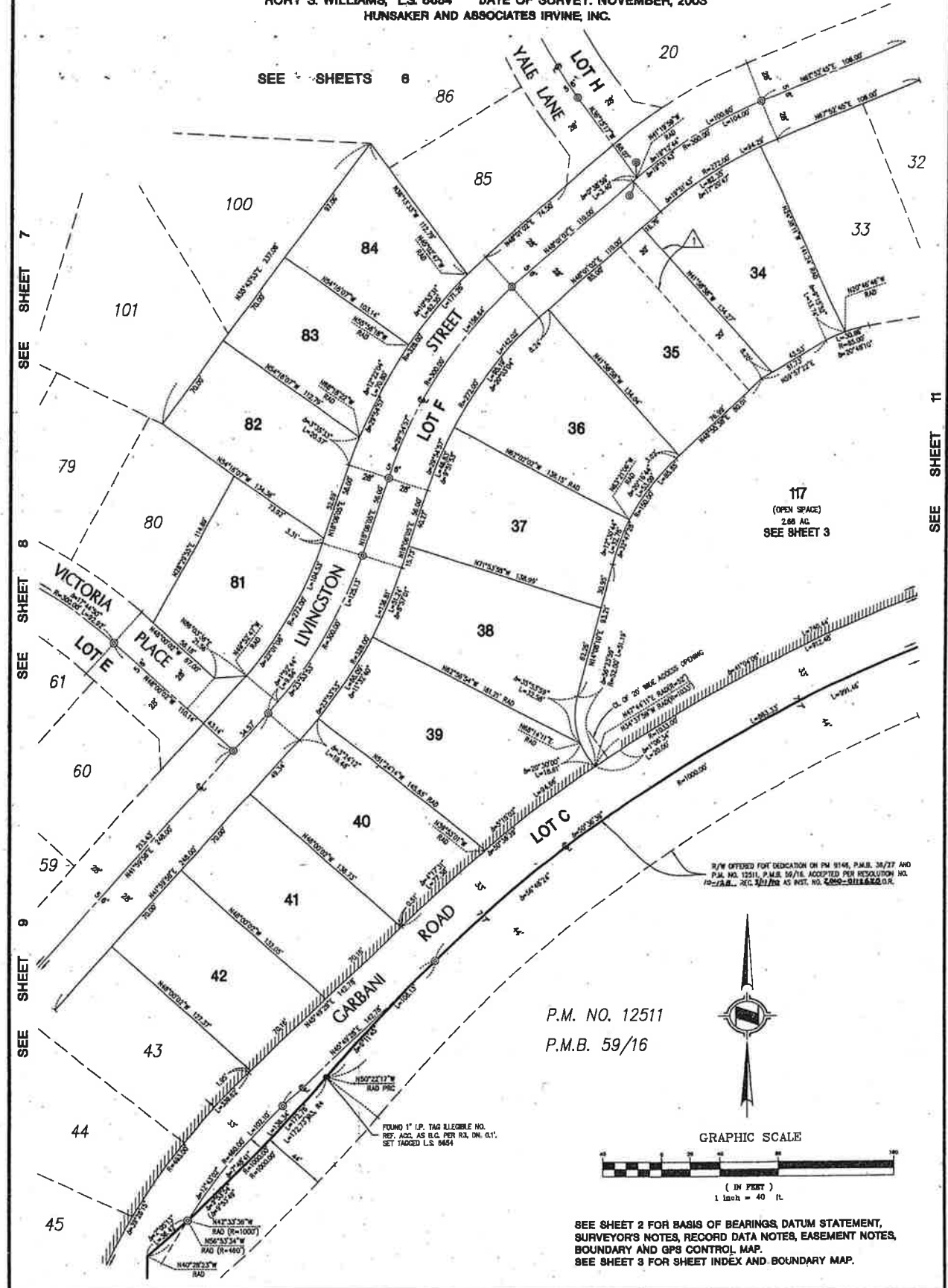
SEE SHEET 9

SEE SHEET 10

TRACT NO. 30142-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 6 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9148, AS PER MAP FILED IN BOOK 38 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

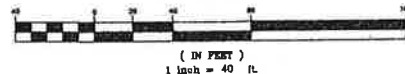
RORY S. WILLIAMS, L.S. 8854 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.



P.M. NO. 12511
P.M.B. 59/16



GRAPHIC SCALE



SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEYOR'S NOTES, RECORD DATA NOTES, EASEMENT NOTES, BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

BEING A SUBDIVISION OF PARCEL 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9146, AS PER MAP FILED IN BOOK 38 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL 2^e
P.M. NO. 9146
P.M.B. 38/26-27

FOUND 1" I.P., NO TAG, NO REF. ACC.
- AS ANGLE POINT BETWEEN PARCELS 2 AND 4,
PER R3, FLUSH, SET TAGGED L.S. 0854

FOUND 1 1/4" LP. TAGGED R.C.E. 10470
PER R3, LP-0.4'.

SEE SHEET 133HS

SEE SHEET 10

P.M.B. 38/26-27

P.M. NO. 9146

117
(OPEN SPACE)
2.66 AC.
SEE SHEET 3

FOUND 1 1/4" I.P. TAGGED R.C.E. 10470
PER R3 FLUSH

P.M. NO. 12511
P.M.B. 59/16

DETAIL
N.T.S.
(SEE SHEET 2)

GARBANI ROAD

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
SURVEYORS NOTES, RECORD DATA NOTES, EASEMENT NOTES,
BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.

FOUND 1 1/2" I.P., TAG ILLEGIBLE, DN,
0.8", NO REF. ACC. AS S 1/4 COR
SEC. 9 PER R1, SET TAG L.S. 6654

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 4, 8 AND 9 OF PARCEL MAP NO. 11334, AS PER MAP FILED IN BOOK 64, PAGES 22 AND 23 OF PARCEL MAPS, AND PARCEL 4 OF PARCEL MAP NO. 9146, AS PER MAP FILED IN BOOK 38 PAGES 26 AND 27 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

RORY S. WILLIAMS, L.S. 6854 DATE OF SURVEY: NOVEMBER, 2003
HUNSAKER AND ASSOCIATES IRVINE, INC.

PARCEL 2
P.M. NO. 15395
P.M.B. 85/87

PARCEL 1
P.M. 16085
P.M.B. 93/73

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft

PARCEL 3
P.M. 16085
P.M.B. 93/73

PARCEL 2
P.M. 9146
P.M.B. 38/26-27

EXISTING STREET DEDICATION DETAIL

N.T.S.

SEE SHEET 6

SEE SHEET 11

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
SURVEYOR'S NOTES, RECORD DATA NOTES, EASEMENT NOTES,
BOUNDARY AND GPS CONTROL MAP.
SEE SHEET 3 FOR SHEET INDEX AND BOUNDARY MAP.