

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

115A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and Beazer Homes Holdings Corporation for Tract 28206-2.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the subject Agreement by and between the County of Riverside (County), City of Menifee (City) and Beazer Homes Holdings Corporation (Developer); and
- 2) 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

Juan C. Perez
Director, Transportation and Land Management Agency

(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 BY COUNTY COUNSEL
BY: Dale A. Gardner 11/20/12 DATE
DALE A. GARDNER
Departmental Concurrence

Policy Policy

Consent Consent

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

Prev. Agn. Ref.

District: 3/5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

The Honorable Board of Supervisors

RE: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and Beazer Homes Holdings Corporation for Tract 28206-2.

November 14, 2012

Page 2 of 2

Menifee, the geographical boundaries of the Scott Road CFD now fall primarily within the City, 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. The TUMF Program requires a developer to pay TUMF, which represents a developer's fair share of the estimated costs to construct transportation improvements needed to mitigate the traffic impacts and burdens generated by a developer's project.

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 will be eligible to receive a credit against the TUMF in an amount set forth in this Agreement and that will be charged by the City at issuance of a certificate of occupancy for each unit.

Project Number: A50256

**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 _____, 2012 by and between the County of Riverside (the "County"), City of Menifee (the "City") and Beazer Homes Holdings Corporation, a Delaware 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. 28206-2 (the "Tract"), for which a Final Map was recorded on January 12, 2010, as Instrument No. 2010-0011677 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. 2 of approved, phased Tract Map No. 28206 (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.

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 prior owner of the Tract obtained the first building permit for a "production unit" located within the Tract on January 25, 2010. The TUMF in effect on July 1st preceding the issue date of said first building permit was \$9,812 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 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
29714 Haun Road
Menifee, CA 92586
Phone No. (951) 672-6777
Fax No. (951) 679-3843

To Developer: Beazer Homes Holdings Corporation
Attention: Darius Fatakia
1800 Imperial Highway, Suite 200
Brea, CA 92821
Phone No. (714) 672-7024
Fax No. (714) 917-4881

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,



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

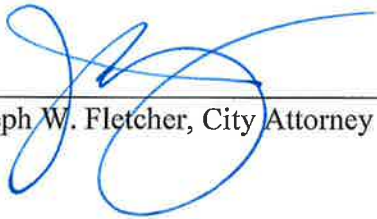
Passed on this 18th day of Sept, 2012

By: 
John V. Denver, Mayor

ATTEST:

By: 
Kathy Bennett, City Clerk

APPROVED AS TO FORM:

By: 
Joseph W. Fletcher, City Attorney

DEVELOPER

Beazer Homes Holding Corporation, a Delaware Corporation

By: 

Darius Fatakia, P.E.
Vice President-Development
Printed Name **Orange Division**

Title

By: _____

Printed Name

Title

ACKNOWLEDGMENT

State of California
County of Orange

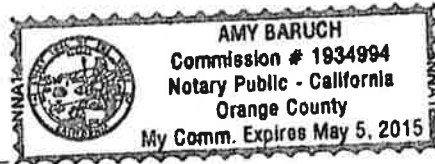
On August 26, 2011 before me, Amy Baruch, Notary Public
(here insert name and title of the officer)
personally appeared Darius Fatakia

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 Amy Baruch




(Seal)


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: 10/31/12
Juan C. Perez
Director, Transportation and Land Management Agency

APPROVED AS TO FORM:

By:  Date: 11/20/12
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:

Deputy

Clerk of the Board (SEAL)

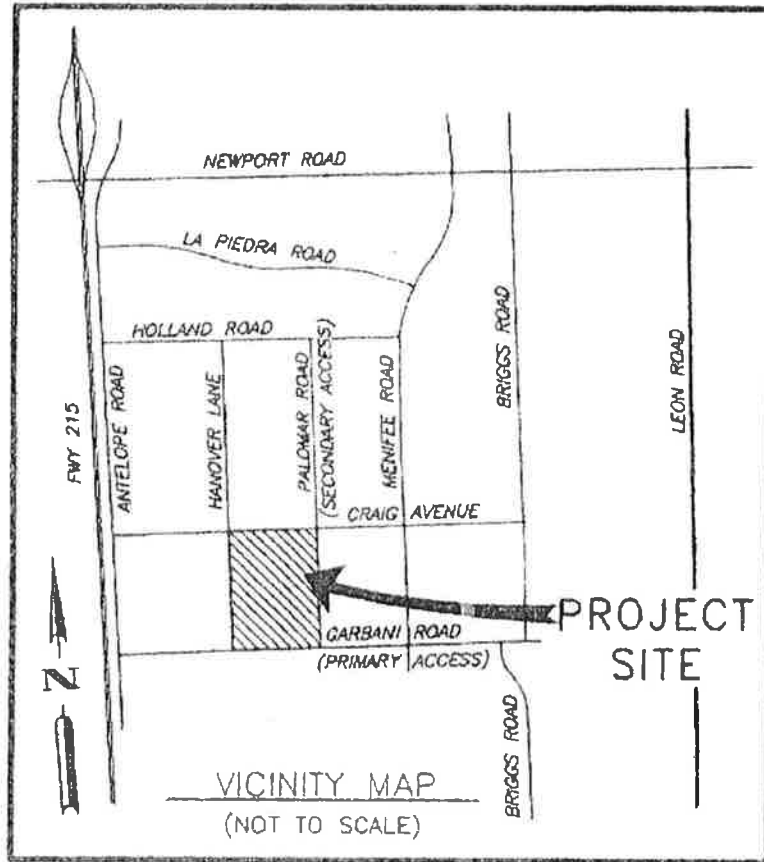
EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

EXHIBIT "A"
VICINITY MAP

TRACT NO. 28206-2



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

TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 13, 2006 AS INSTRUMENT NO. 2006-0684174, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON DEC. 10, 2009 BEFORE ME, SUSAN EASTROM, A NOTARY PUBLIC

PERSONALLY APPEARED, Alex Zikas, WHO PERSONALLY PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE/SHE/HAS/IT 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 [Signature]
Susan Eastrom
San Diego County
Commission Expires June 16, 2010

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON DEC. 10, 2009 BEFORE ME, FRANK MICHAELSON, A NOTARY PUBLIC PERSONALLY APPEARED THOMAS J. NOTELY AND JACQUELINE WHO PERSONALLY PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE/SHE/HAS/IT 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 [Signature]
FRANK MICHAELSON
San Diego County
Commission Expires NOVEMBER 24, 2011

2010-0011677 ORIGINAL 433 23

TRACT NO. 28206-2

SURVEYOR'S NOTES

- ALL ADJUSTMENTS SHOWN "NOT" SHALL BE SET IN ACCORDANCE WITH THE INSTRUMENTATION AGREEMENT FOR THIS MAP.
- INDICATES FOUND 1" IP WITH TAG STAMPED "S. 5091" PER M.B. 426/8-11 UNLESS OTHERWISE INDICATED.
- INDICATES SET 1" IP WITH TAG STAMPED "S. 5091"; FLUSH UNLESS OTHERWISE NOTED.
- SET 1" IP WITH TAG STAMPED "S. 5091" FLUSH AT ALL REAR LOT CORNERS, CORNER CUTBACKS AND ANGLE POINTS.
- SET LEAD AND TAG STAMPED "S. 5091" ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- ALL PUBLIC SERVICES AND PUBLIC UTILITIES INSTALLED WITHIN THIS TRACT SHALL BE PLACED UNDERGROUND.
- THIS TRACT CONTAINS APPROXIMATELY 18.03 ACRES, 84 NUMBERED LOTS, AND 7 LETTERED LOTS.
- () - INDICATES RECORD DATA PER M.B. 285/83-87
- [] - INDICATES RECORD DATA PER A.S. 89/71
- <> - INDICATES RECORD DATA PER P.M. 12/24
- |||| - INDICATES RECORD DATA PER TR. 28206-1, M.B. 426/8-11, UNLESS OTHERWISE NOTED.
- ||||| - INDICATES RESTRICTED ACCESS.
- DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS AND OBSTRUCTIONS.

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5036, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-0684124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

BOUNDARY MAP

EASEMENT NOTES

- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITY, PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 1, 1999 AS INST. NO. 1999-438183 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITY, PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 1, 1999 AS INST. NO. 1999-438184 OF OFFICIAL RECORDS, ABANDONED HERETO.
- EASEMENT IN FAVOR OF CITE CALIFORNIA INCORPORATED, A CORPORATION, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 13, 2000 AS INST. NO. 2000-81503 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 21, 2005 AS INST. NO. 2005-0143338 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 21, 2005 AS INST. NO. 2005-0143338 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR WATER PIPELINES AND OTHER FACILITIES, AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 20, 1999 AS INST. NO. 1999-118474 OF OFFICIAL RECORDS.
- DECLARATION OF DEDICATION IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES, RECORDED MARCH 18, 1974 AS INST. NO. 30986 OF OFFICIAL RECORDS, ABANDONED HERETO.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 2007 AS INST. NO. 2007-0584448 OF OFFICIAL RECORDS, ABANDONED HERETO.



BASIS OF BEARINGS

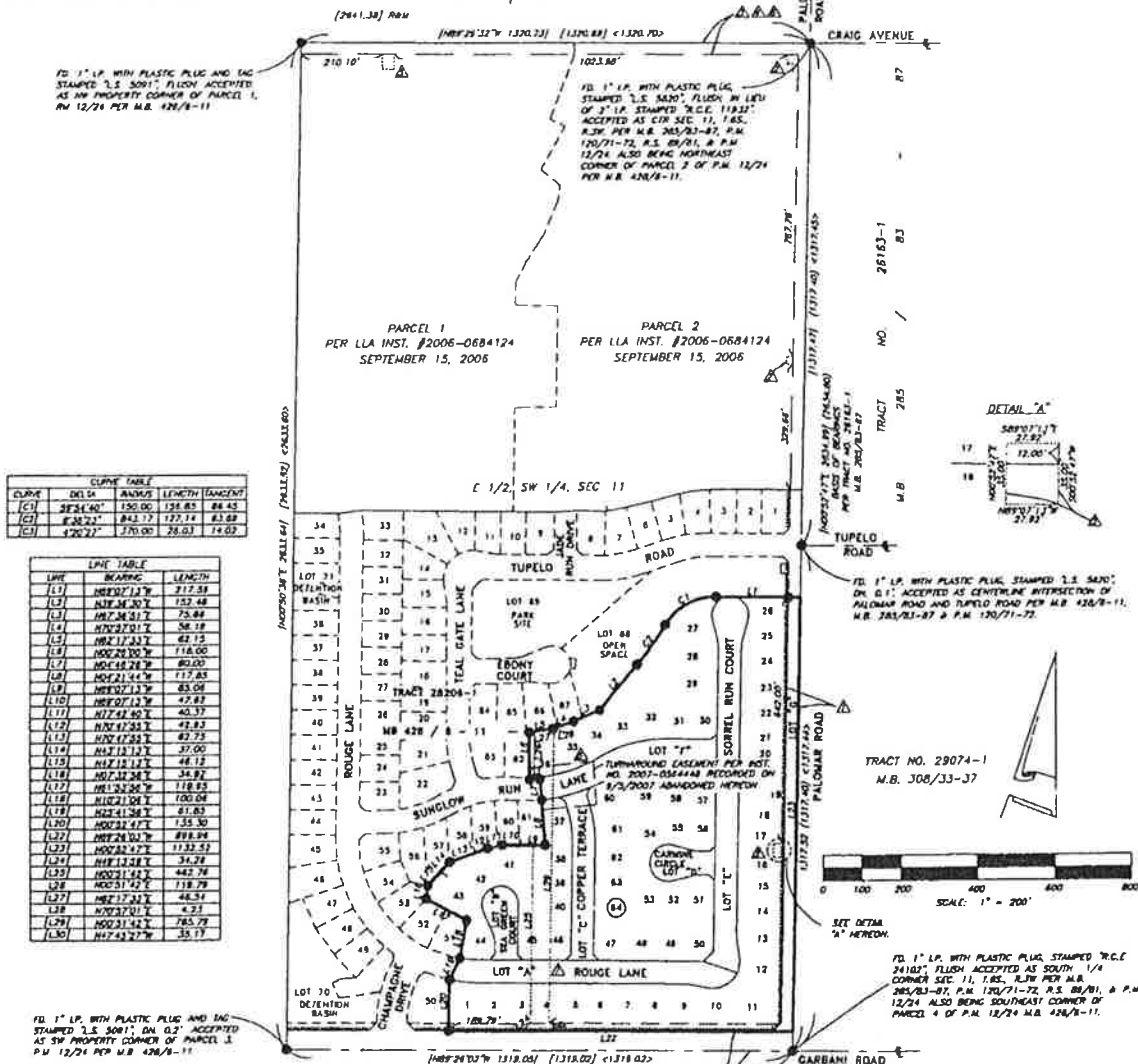
THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF PALOMAR ROAD AS SHOWN ON TRACT MAP 28183-1 FILED IN BOOK 285 OF MAPS IN PAGES 83-87, RECORDS OF RIVERSIDE COUNTY, BEING NORTH 032°47' EAST.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT - SURVEY DIVISION, IN C.S. BOOK 356, PAGE 817.

COVENANTS, CONDITIONS AND RESTRICTIONS

INSTRUMENT NO. 2010-0011677
RECORDED: 11/12/10



CURVE	DELTA	ARCUS	LENGTH	TANGENT
(C1)	282°40'	150.00	136.85	84.43
(C2)	8°32'27"	84.37	123.84	83.89
(C3)	176°22'	176.00	28.93	14.02

LINE	BEARING	LENGTH
(L1)	N89°07'13"W	217.58
(L2)	N17°34'30"E	157.44
(L3)	N72°34'51"E	75.44
(L4)	N70°21'01"E	56.18
(L5)	N84°12'33"E	42.15
(L6)	N00°22'00"W	116.00
(L7)	N04°15'28"W	80.00
(L8)	N04°21'44"W	117.85
(L9)	N89°07'13"W	83.04
(L10)	N89°07'13"W	47.89
(L11)	N77°51'40"E	40.37
(L12)	N76°12'58"E	47.83
(L13)	N77°42'53"E	47.75
(L14)	N47°18'13"E	37.00
(L15)	N47°18'13"E	46.12
(L16)	N02°31'54"E	34.92
(L17)	N85°32'06"W	118.85
(L18)	N102°10'1"E	100.04
(L19)	N82°41'38"E	81.85
(L20)	N00°32'47"E	153.36
(L21)	N02°24'01"E	898.98
(L22)	N00°32'47"E	1133.52
(L23)	N11°12'58"E	34.78
(L24)	N00°21'44"E	442.74
(L25)	N85°31'42"E	118.78
(L26)	N84°12'33"E	48.31
(L27)	N70°21'01"E	4.21
(L28)	N00°21'44"E	785.79
(L29)	N17°43'27"W	35.17



FD 1" IP WITH PLASTIC PLUG AND TAG STAMPED "S. 5091" ON 0.21' ACCEPTED AS SW PROPERTY CORNER OF PARCEL 1, P.M. 12/24 PER M.B. 426/8-11.

FD 1" IP WITH PLASTIC PLUG STAMPED "R.C.E. 24101" FLUSH ACCEPTED AS SOUTH 1/4 CORNER SEC. 11, T.6S., R.3W. PER M.B. 285/83-87, P.M. 12/24 PER M.B. 426/8-11.

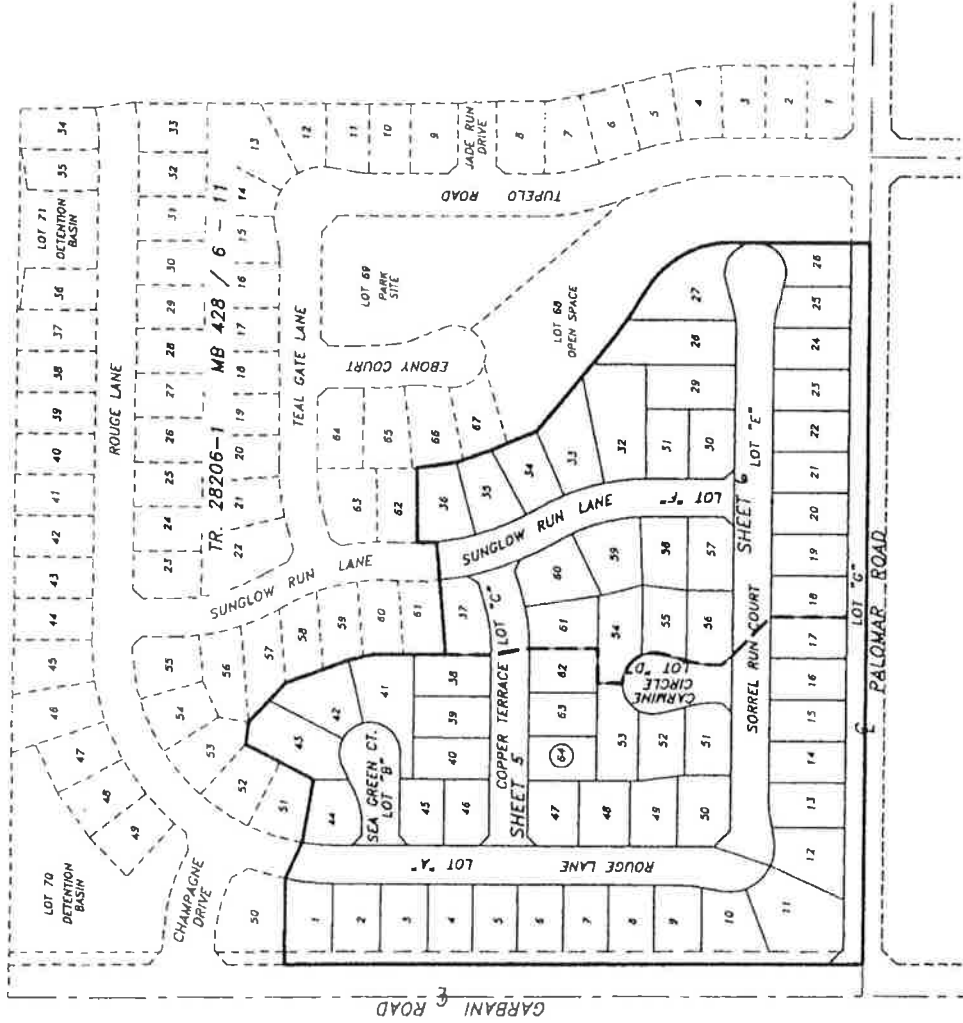
50' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD AND UTILITY PURPOSES BY DEED RECORDED APRIL 2, 1974 AS INST. NO. 17884, OFFICIAL RECORDS.

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

TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5000, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-0864124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

PATRICK BUSBY & ASSOCIATES
 INDEX MAP
 SEPTEMBER 2009



NOTE: SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND EASEMENT NOTES.

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

TRACT NO. 28206-2

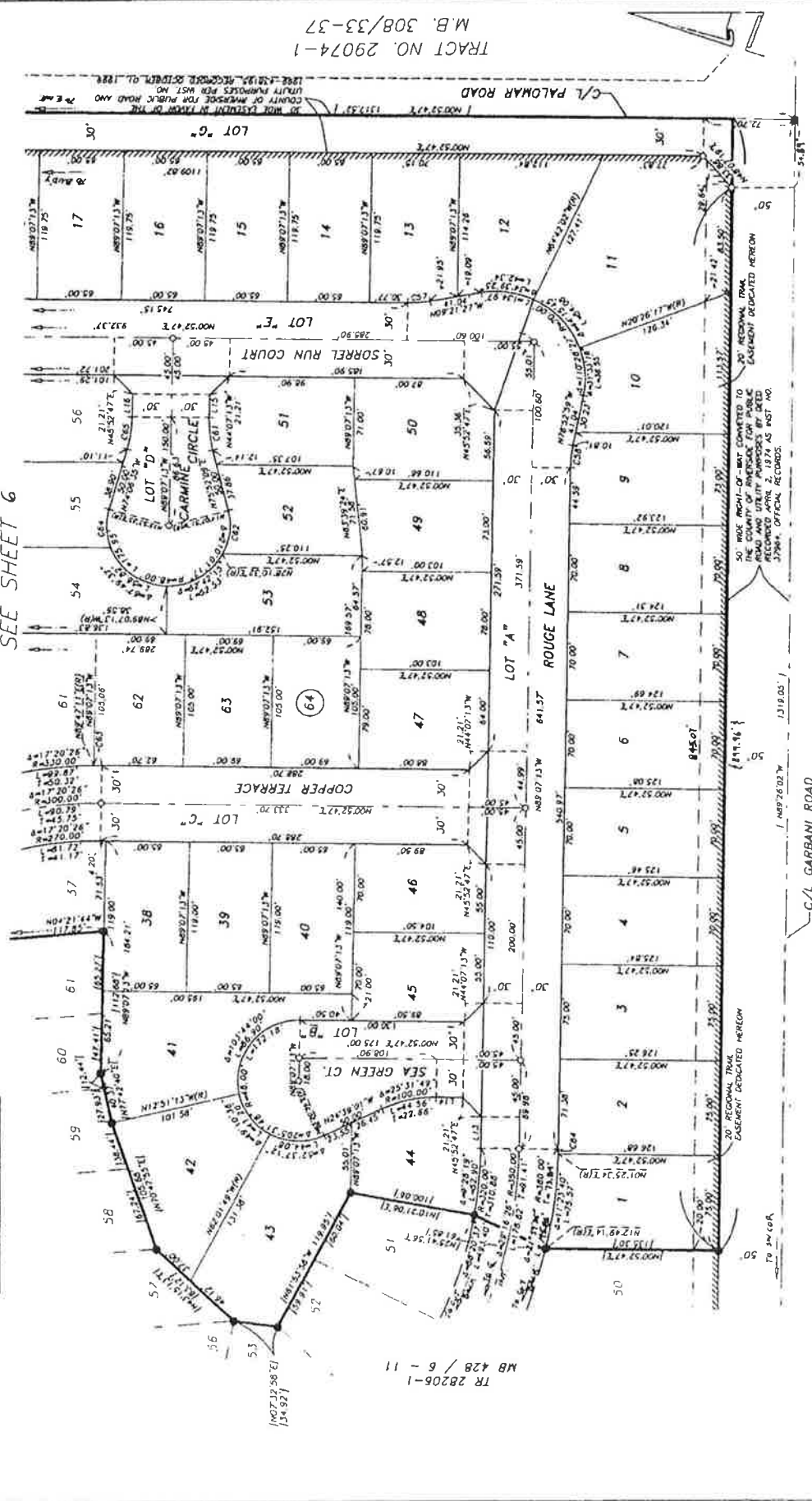
BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2008 AS INSTRUMENT NO. 2008-0884124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

SEPTEMBER 2009
 PATRICK BUSBY & ASSOCIATES

SEE SHEET 6

STAKE	CURVE DATA	BEARING	LENGTH (HORIZONTAL)
C57	021°12'30"	100.00	17.87
C58	071°12'30"	100.00	17.87
C59	121°12'30"	100.00	17.87
C60	171°12'30"	100.00	17.87
C61	221°12'30"	100.00	17.87
C62	271°12'30"	100.00	17.87
C63	321°12'30"	100.00	17.87
C64	071°12'30"	100.00	17.87

LINE	BEARING	LENGTH
L1	N89°07'13"W	21.10
L2	S89°07'13"W	21.10
L3	N89°07'13"W	18.37
L4	S89°07'13"W	18.37



NOTE:
 SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS
 OF BEARINGS, AND EASEMENT NOTES.



TR 28206-1
 MB 428 / 6 - 11

TRACT NO. 29074-1
 M.B. 308/33-37

433
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2010-001167
ORIGINAL

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

SHEET 6 OF 6 SHEETS

TRACT NO. 28206-2

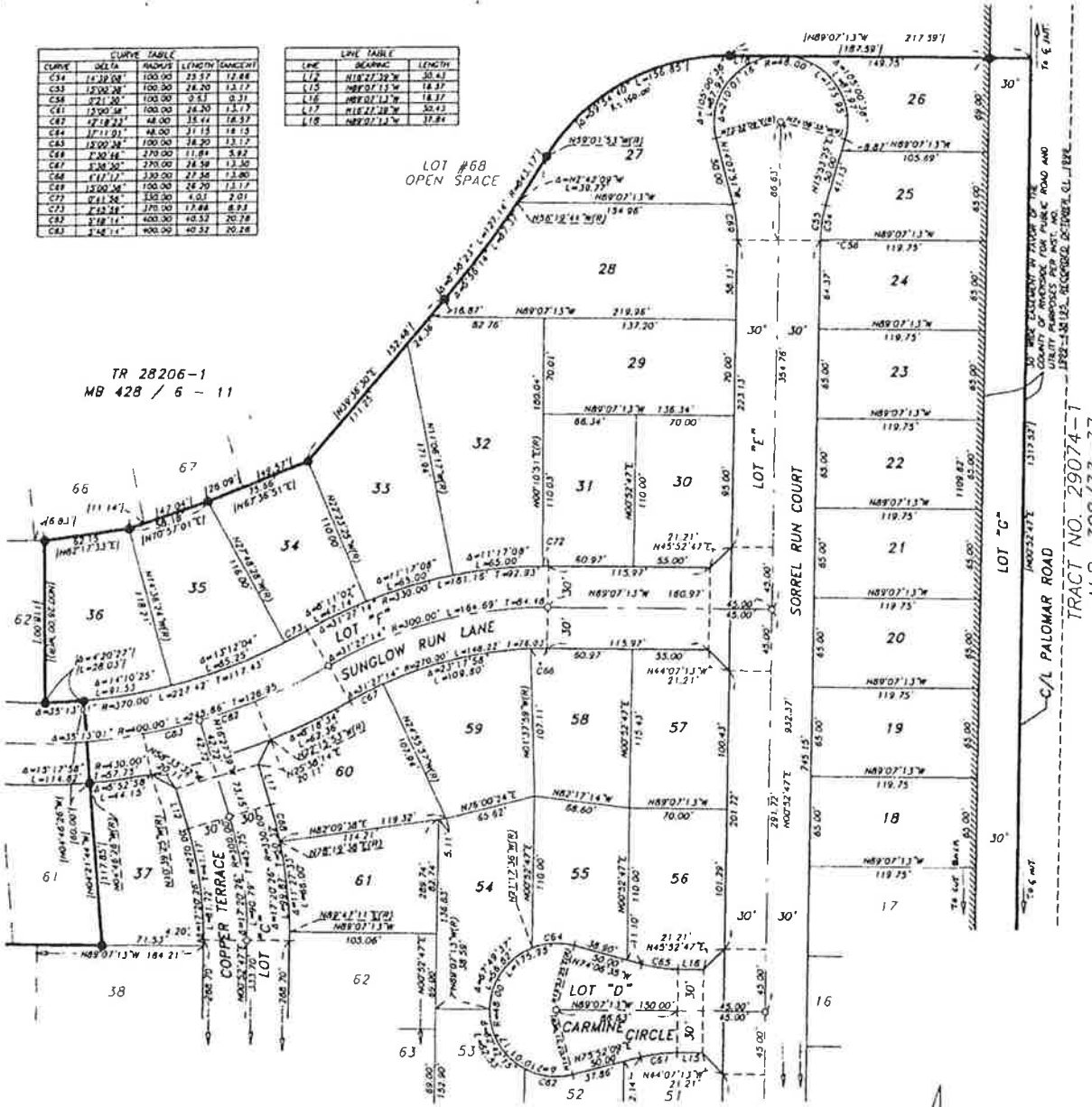
BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO 5050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2008 AS INSTRUMENT NO 2008-0864124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

CURVE	BEARS	RADIUS	LENGTH	CHANGEN
C34	14.39 08'	100.00	23.57	12.88
C35	15.00 28'	100.00	24.20	13.17
C36	27.1 30'	100.00	3.83	0.31
C37	15.00 28'	100.00	24.20	13.17
C38	27.1 32'	44.00	15.44	18.37
C39	17.11 01'	44.00	31.15	18.15
C40	15.00 28'	100.00	24.20	13.17
C41	2.00 34'	275.00	11.84	5.82
C42	2.00 30'	275.00	24.58	13.30
C43	1.17 17'	330.00	27.34	13.80
C44	15.00 28'	100.00	24.20	13.17
C45	2.01 34'	330.00	4.03	2.01
C46	2.02 31'	375.00	17.88	8.93
C47	2.18 14'	400.00	40.52	20.28
C48	2.18 14'	400.00	40.52	20.28

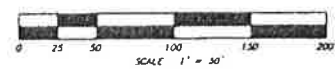
LINE	BEARING	LENGTH
L12	N18°27'13"W	50.43
L15	N89°07'13"W	18.37
L16	N89°07'13"W	18.37
L17	N18°27'13"W	50.43
L18	N89°07'13"W	18.37



TR 28206-1
MB 428 / 6 - 11

TRACT NO. 29074-1
M.B. 308/33-37

SEE SHEET 5



NOTE:
SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND EASEMENT NOTES.