

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRAMOS  
 DATE: 10/8/14

Departmental Concurrence

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

903A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 September 29, 2014

**SUBJECT:** Scott Road Community Facilities District 05-8 Transportation Uniform Mitigation Fee Improvement Credit Agreement by and between Woodside 05S, LP and the County of Riverside for Tract No. 31347. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the subject Agreement by and between Woodside 05S, LP and the County of Riverside; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo  
 Assistant Director of Transportation  
 for Juan C. Perez  
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No

**For Fiscal Year:** N/A

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

APPROVE

BY:

Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-28

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Scott Road Community Facilities District 05-8 Transportation Uniform Mitigation Fee Improvement Credit Agreement by and between Woodside 05S, LP and the County of Riverside for Tract No. 31347. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$0]

**DATE:** September 29, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Tract No. 31347 was purchased by Scott Road Marigold LLC from Keystone Menifee 68 LLC then sold to Woodside 05S, LP (Developer). The Tract is located within the boundaries of Scott Road Community Facilities District 05-8 (Scott Road CFD), which is administered by the County of Riverside (County) and for which the Tract was conditioned to participate in. 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 Interstate 215 Interchange. The Scott Road Improvements are planned to be constructed by the 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 burden generated by a developer's project.

The Developer and County 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 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 County at issuance of a certificate of occupancy for each unit.

WO No.: A5-0256

**Impact on Residents and Businesses**

N/A

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**COUNTY OF RIVERSIDE  
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 \_\_\_\_\_, 20\_\_\_\_, by and between the County of Riverside (the "County") and Woodside 05S, LP (the "Developer"). The County and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, the Developer owns Tract No. 31347 (the "Tract"), for which a Final Map was recorded on December 22, 2005, as Instrument No. 2005-1059537 and is located within the County of Riverside, 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. 31347 (the "Project") 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, 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, 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 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, the County 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 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 and County 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: The Developer obtained the first building permit for a "production unit" located within the Tract on June 5, 2006. The TUMF in effect on July 1<sup>st</sup> preceding the issue date of said first building permit was \$9,693 per single-family residential unit. Each single-family residential unit within the Tract is to receive a credit, which is the lesser of (a) the amount equal to the TUMF in effect on said July 1<sup>st</sup> or (b) the amount equal to 100% of the TUMF charged at issuance of a certificate of occupancy for said unit (the "TUMF Credit Amount"). At no time shall the TUMF Credit Amount exceed 100% of the TUMF charged for said unit. The Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date it secures a certificate of occupancy for each single-family residential unit constructed on a lot within the Tract 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 unit.

3.2 TUMF Credit for Multifamily Residential Development: [Not Applicable]

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 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 in a form reasonably acceptable to County, 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 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. Both Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between the County and the Developer.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, the County, 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 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 & Land Management  
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 Developer: Woodside 05S, LP  
Attention: Trent Heiner  
11870 Pierce Street #250  
Riverside, CA 92505  
Phone No. (951) 710-1916  
Fax No. (951) 266-0910

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. Both 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 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 both 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 and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County 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.

COUNTY OF RIVERSIDE

WOODSIDE05S, LP

RECOMMENDED FOR APPROVAL:

By: Patricia Romo Date: 10/2/14  
Juan C. Perez  
Director of Transportation and Land  
Management  
**Patricia Romo**  
**Assistant Director of Transportation**

By: Woodside 05S, LP

By: WDS GP, Inc. its General Partner

By: Tim McGinnis Date: 8/12/14  
Tim McGinnis  
Vice President

APPROVED AS TO FORM:

By: Dale A. Gardner Date: 10/8/14  
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

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

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

## ACKNOWLEDGMENT

State of California  
County of Riverside )

On August 12, 2014 before me, Rochelle M Sromalla, Notary Public  
(insert name and title of the officer)

personally appeared Tim McGinnis,  
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  (Seal)



**EXHIBIT "A"**

**VICINITY MAP AND FINAL TRACT MAP**

[ATTACHED BEHIND THIS PAGE]

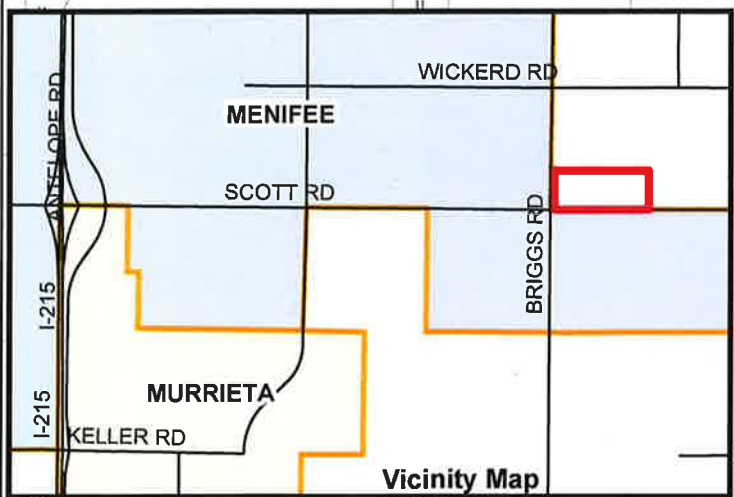
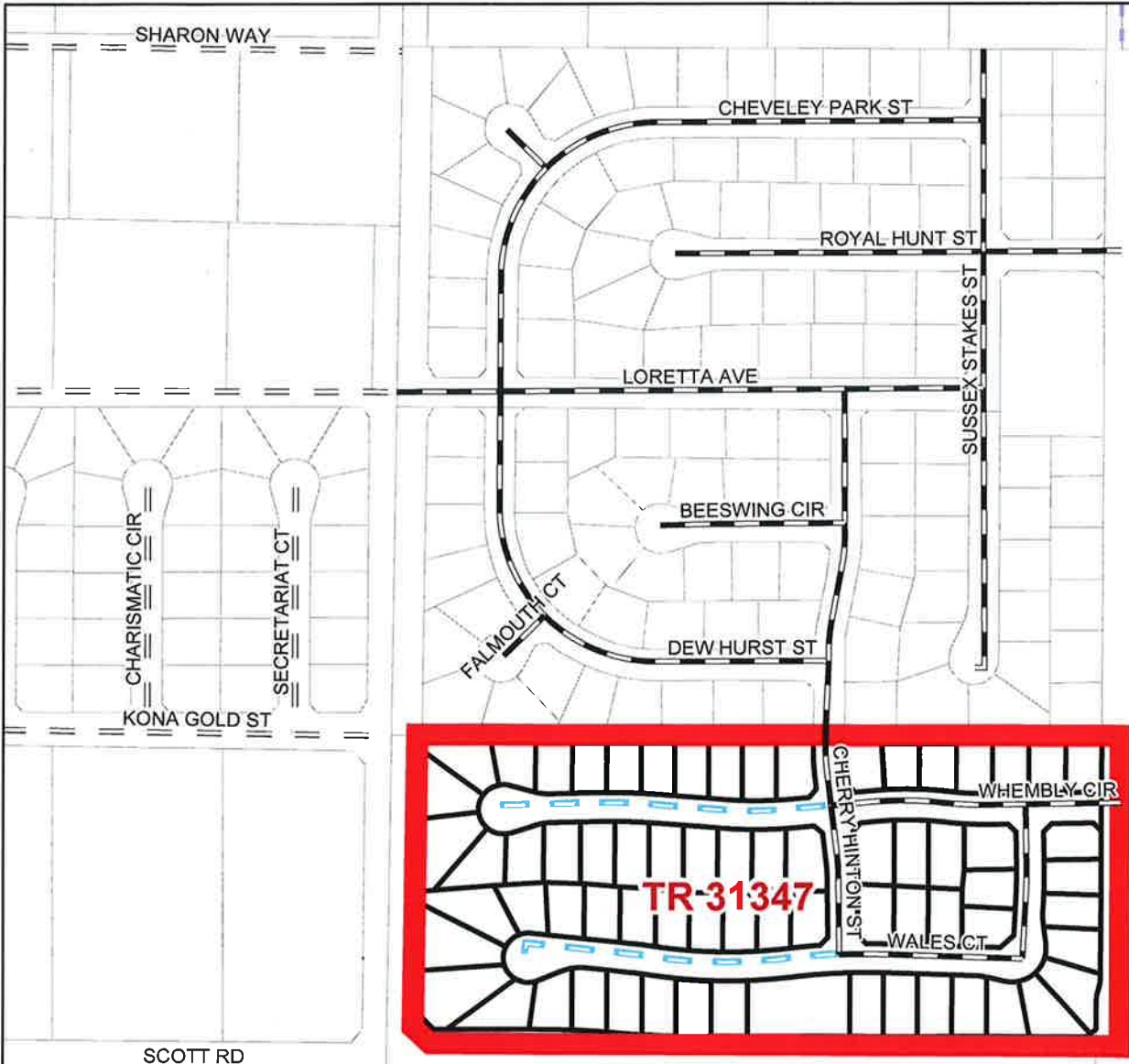
0 170 340 680 Feet

1 inch = 342 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 9/24/2014

# Tract 31347 Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.



Vicinity Map

2005-10-51537 ORIGINAL

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 1 OF 4 SHEETS

# TRACT NO. 31347

BEING A SUBDIVISION OF PARCEL 1 & LOTS D, E & F  
OF PARCEL MAP 10276 ON FILE IN PARCEL MAP BOOK 45, PAGE 4 RECORDS  
OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 18, T.6S., R.2W., S.B.M.

CSL ENGINEERING, INC. DAVID E. CORYELL R.C.E. 31574 DATE: MARCH 2004

RECORDER'S STATEMENT

FILED THIS 22 DAY OF December 2005,  
AT 1:29 P.M. IN BOOK 585 OF MAPS,  
AT PAGES 90-93 AT THE REQUEST OF  
THE CLERK OF THE BOARD.

NO. 2005-1057537  
FEE: 113.00  
LARRY W. WARD, COUNTY ASSESSOR-  
CLERK-RECORDER  
BY: David E. Coryell, DEPUTY

SUBDIVISION GUARANTEE:  
CHICAGO TITLE COMPANY

### 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 CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "H" INCLUSIVE, AS A CONDITION OF THE DEDICATION OF LOT A (SCOTT ROAD) AND LOT B (BRIGGS ROAD), THE OWNERS OF LOTS 17 THROUGH 19, INCLUSIVE, 39 THROUGH 54, INCLUSIVE, AND LOT 59, ADJOINING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THERE OF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE 20' DRAINAGE EASEMENT SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE ALSO HEREBY RETAIN LOT 69 INDICATED AS "OPEN SPACE" AS SHOWN HEREON FOR PRIVATE USE FOR THE JOLE BENEFIT OF OURSELVES OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT

KEYSTONE MENIFEE 88 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: KEYSTONE COMMUNITIES, INC., A CALIFORNIA CORPORATION,  
MANAGED:

By: [Signature]  
GARY S. COFFMAN, PRESIDENT

### BENEFICIARIES

BANK OF AMERICA, A NATIONAL ASSOCIATION UNDER DEED OF TRUST RECORDED THE 10TH DAY OF MARCH, 2005 AS INSTRUMENT NO. 2005-192023, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[Signature] TITLE: SVP  
[Signature] TITLE: AVP

MW HOUSING PARTNERS III, L.P., A CALIFORNIA LIMITED PARTNERSHIP, UNDER DEED OF TRUST RECORDED THE 10TH DAY OF MARCH, 2005 AS INSTRUMENT NO. 2005-192025, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BY MW HOUSING MANAGEMENT III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, BY MIDDLEBURY MANAGEMENT III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BY VERMONTVILLE REALTY TRUSTING, INC., A MISSOURI CORPORATION, ITS MANAGER,

[Signature] TITLE: Vice President  
[Signature] TITLE: ASST. VICE PRESIDENT

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } S.S.

ON 9-16-2005 BEFORE ME, TILL MADDERMAT, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED David E. Coryell and Lynn M. Richards PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTRY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND MY COMMISSION EXPIRES 8-30-07  
[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF Orange } S.S.

ON Sept. 14, 2005 BEFORE ME, Aggie Struel, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Gregory J. Struel and Gregory J. Struel PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTRY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND MY COMMISSION EXPIRES January 8, 2007  
[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPLE PLACE OF BUSINESS IS IN San Diego COUNTY.

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF Orange } S.S.

ON Sept 15, 2005 BEFORE ME, Bonnie McLamb, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED [Signature] PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTRY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND MY COMMISSION EXPIRES May 4, 2007  
[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPLE PLACE OF BUSINESS IS IN Orange COUNTY.

### NOTICE OF DRAINAGE FEES:

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 480 AND SECTION 86483, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 480, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF THE ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF TIME OF ISSUANCE OF THE ACTUAL PERMIT.

### ENGINEER'S STATEMENT

I, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FOUR (4) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING MAY OF 2003 AND MARCH 2004; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: 9-1, 2005  
[Signature]  
DAVID E. CORYELL  
REGISTERED CIVIL ENGINEER NO. 31574  
EXPIRES 12/31/06



### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31347 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 22, 2004, THE EXPIRATION DATE BEING JUNE 22, 2007, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: DEC. 7, 2005  
[Signature]  
BRIAN H. HESS, COUNTY SURVEYOR,  
L.S. 4993, EXP. 12-31-05



### BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS, THE 20' DRAINAGE EASEMENT SHOWN HEREON IS HEREBY ACCEPTED.

DATED: December 20, 2005  
COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA  
BY: [Signature]  
NANCY ROMERO, CLERK OF THE BOARD OF SUPERVISORS  
BY: [Signature]  
GLORIA KIM SMITH, DEPUTY

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED AS FOLLOWS: 10-31, 2005  
PAUL McDONNELL, RIVERSIDE COUNTY TAX COLLECTOR

BY: [Signature]  
DEPUTY

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS IN THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 10-31, 2005  
NANCY ROMERO, CLERK OF THE BOARD OF SUPERVISORS  
BY: [Signature]  
DEPUTY

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF San Diego } S.S.

ON SEPTEMBER 15, 2005 BEFORE ME, TISHA COLPO, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY S. COLPO PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTRY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND MY COMMISSION EXPIRES MAY 21, 2009  
[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPLE PLACE OF BUSINESS IS IN SAN DIEGO COUNTY.



2005-1057537  
 ORIGINAL  
 18

SHEET 2 OF 4 SHEETS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 31347

BEING A SUBDIVISION OF PARCEL 1 & LOTS D, E & F OF PARCEL MAP 10276 ON FILE IN PARCEL MAP BOOK 45, PAGE 4 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 18, T.6S., R.2W., S.B.M.

CSL ENGINEERING, INC. DAVID E. CORYELL R.C.E. 31574 DATE: MARCH 2004

## BASIS OF BEARINGS

BEARINGS ARE GIVEN FROM THE CENTERLINE OF BRIGGS ROAD PER PARCEL MAP 14786, P.M.B. 91/10, RECORDS OF RIVERSIDE COUNTY RECORDS, PAGES 38-45.

## ENGINEER'S NOTES

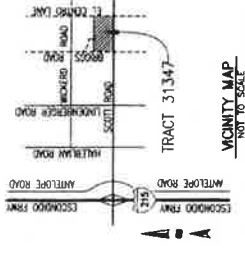
- INDICATES FOUND 1" I.D. IRON PIPE TAGGED PER P.M. 10276, P.M.B. 45/4.
- INDICATES FOUND 1" I.D. IRON PIPE WITH P.P. TAGGED PER P.M. 10276, P.M.B. 45/4.
- INDICATES SET 1" I.D. IRON PIPE WITH PLASTIC PLUG, MARKED R.C.E. 31574, FLUSH WITH SURFACE.
- INDICATES FOUND 1" I.D. IRON PIPE TAGGED PER P.M. 10276, P.M.B. 45/4.
- INDICATES RECORDED DATA PER P.M. 10276, P.M.B. 45/4.
- INDICATES RECORDED DATA PER P.M. 21896, P.M.B. 172/50-51.
- INDICATES RECORDED DATA PER TRACT 29408, M.B. 373/38-45.
- THIS TRACT CONTAINS 21.15 ACRES.
- SET A 1" I.D. IRON PIPE WITH PLASTIC PLUG MARKED R.C.E. 31574 AT THE CORNER OF EACH LOT AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
- SET A MAIL AND TAG R.C.E. 31574 ON THE TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINES FOR LOT CORNERS PROJECTED.
- ALL MONUMENTS SET ARE ACCORDING TO ORDINANCE NO. 4819.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
- INDICATES RESTRICTED ACCESS.

## EASEMENT NOTE

AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES RECORDED DECEMBER 12, 2003, INSTRUMENT NO. 2003-972704, OF OFFICIAL RECORDS.

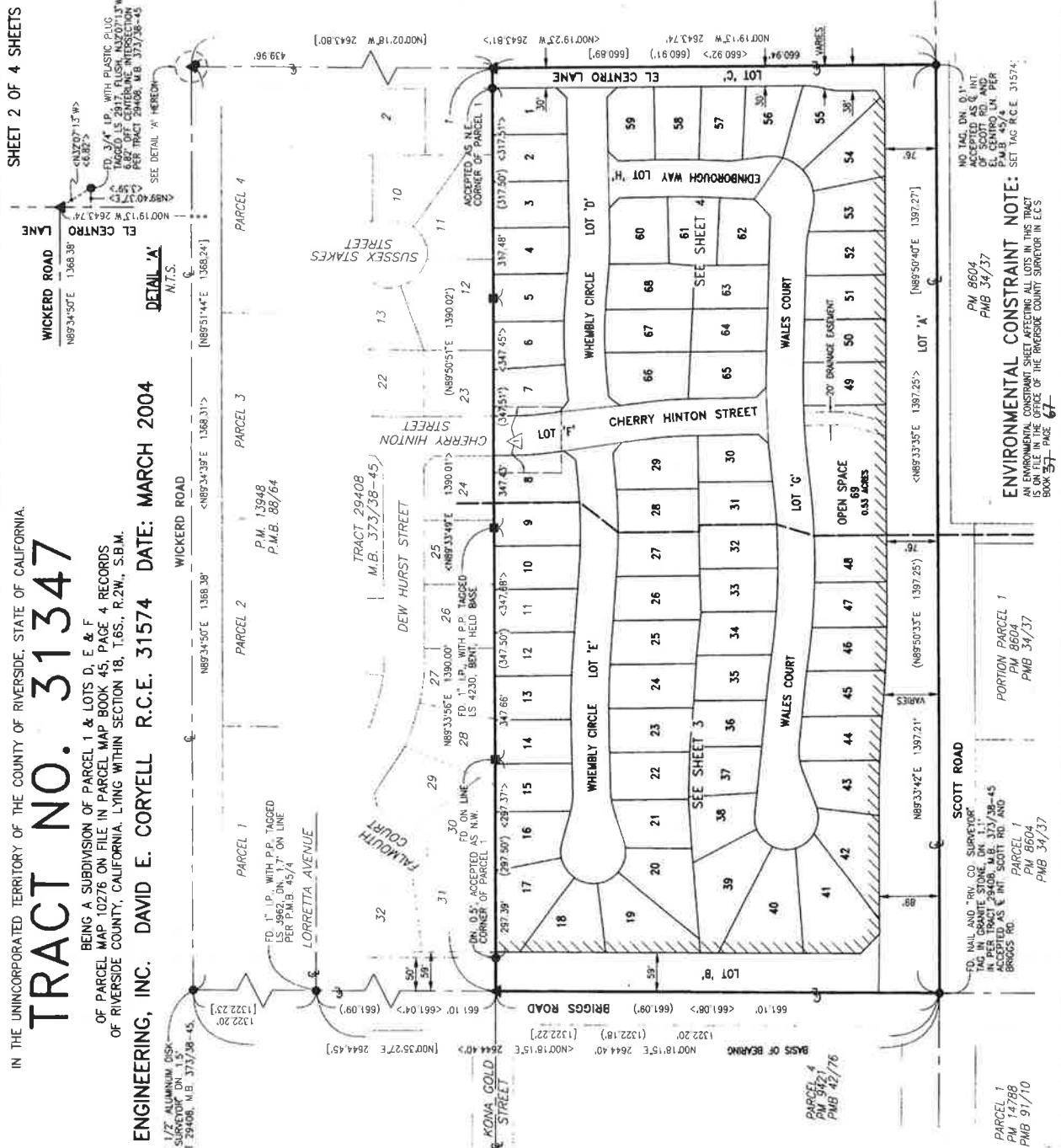
## NOTICE OF DRAINAGE FEES:

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 480 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 480, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF THE ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST. THE RATES OF DRAINAGE FEES ARE LISTED IN THE SCHEDULE OF EITHER THE GRADING OR BUILDING PERMIT. SHALF PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF TIME OF ISSUANCE OF THE ACTUAL PERMIT.



SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST

SCALE: 1" = 100'



NO MAIL DN. 0.1' ACCEPTED AS E INT. EL CENTRO LN. PER P.M.B. 45/4. SET TAG R.C.E. 31574.

ENVIRONMENTAL CONSTRAINT NOTE: AN ENVIRONMENTAL CONSTRAINT SHEET AFFECTING ALL LOTS IN THIS TRACT IS FILED IN THE OFFICE OF THE RIVERSIDE COUNTY SUPERIOR IN E.E.S. BOOK 331, PAGE 67.

PARCEL 1 PM 8604 P.M.B. 34/37

PORTION PARCEL 1 PM 8604 P.M.B. 34/37

PARCEL 1 PM 8604 P.M.B. 34/37

PARCEL 1 PM 14786 P.M.B. 91/10



2005-1057537  
 ORIGINAL

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA  
 SHEET 3 OF 4 SHEETS

# TRACT NO. 31347

BEING A SUBDIVISION OF PARCEL 1 & LOTS D, E & F  
 OF PARCEL MAP 10276 ON FILE IN PARCEL MAP BOOK 45, PAGE 4, RECORDS  
 OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 18, T.6S., R.2W., S.B.M.

CSL ENGINEERING, INC. DAVID E. CORYELL R.C.E. 31574 DATE: MARCH 2004

WICKERD ROAD

INDICATES FOUND 1 1/2" ALUMINUM DISK  
 STAMPED "RIV. CO. SURVEYOR DN. 15"  
 IN BLOCK PER TRACT 29408, M.B. 373/38-45.  
 TO T.I.P. WITH P.P. TAGGED  
 PER P.M.B. 45/4

LORRETTA AVENUE

TRACT 29408  
 M.B. 373/38-45.

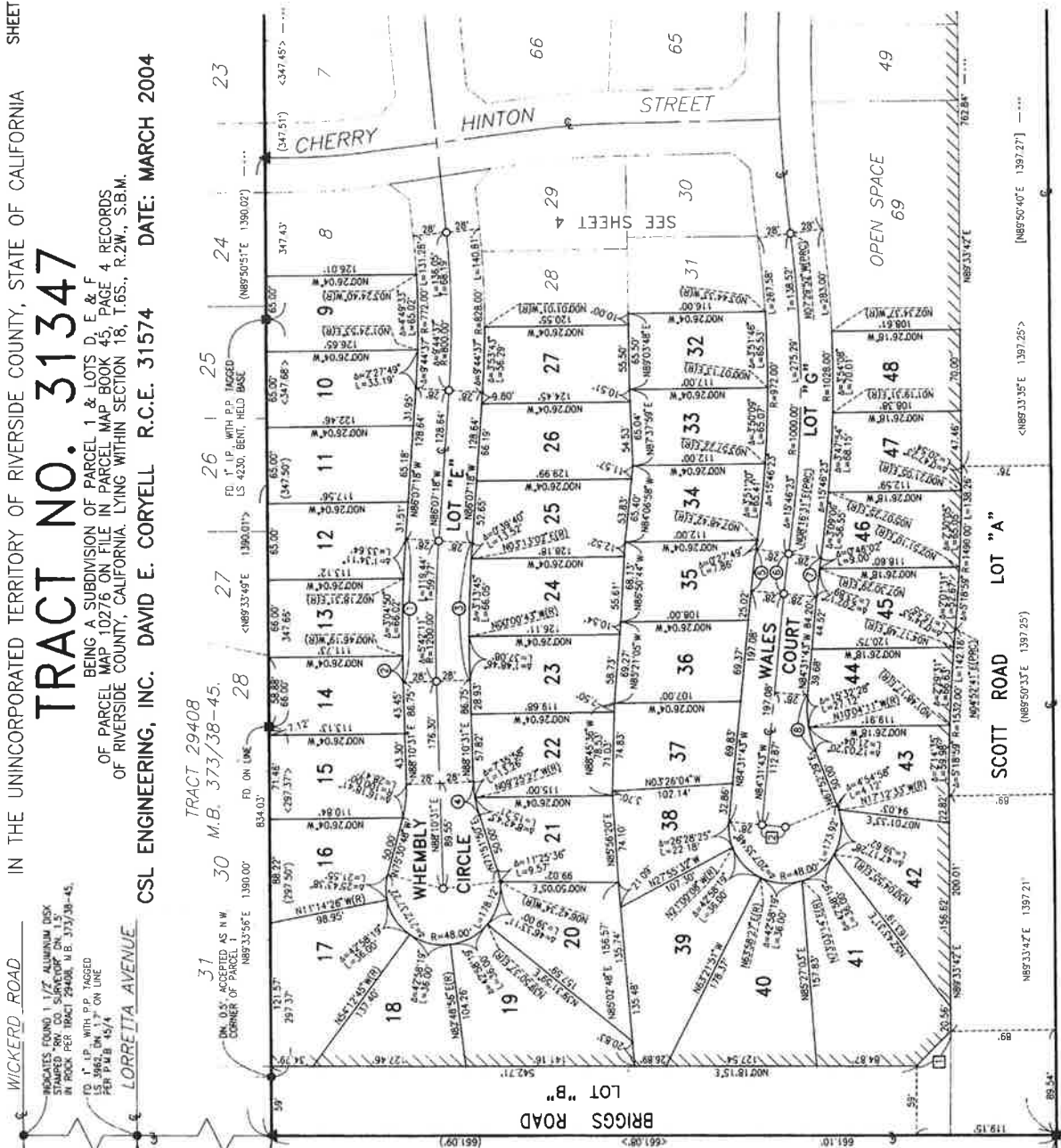
FM. D.S. ACCEPTED AS N.W.  
 CORNER OF PARCEL 1  
 PER P.M.B. 45/4

KONA GOLD STREET

TANGENT DATA		
NO.	BEARING	DIST.
1	N45°04'32"W	41.28
2	S05°28'17"E	20.00

CURVE DATA			
NO.	R	L	T
1	542.11'	1228.00'	122.23'
2	103.10'	1228.00'	22.26'
3	542.11'	1172.00'	116.66'
4	1618.41'	100.00'	28.47'
5	248.14'	728.00'	35.63'
6	248.14'	700.00'	34.26'
7	248.14'	672.00'	32.89'
8	273.56'	100.00'	48.18'

PARCEL 4  
 PM 9421  
 PMB 42/76



TO MAIL AND "RIV. CO. SURVEYOR"  
 IN GRANITE STONE, DN. 1 1/2"  
 PER TRACT 29408, M.B. 373/38-45

SEE SHEET 2 FOR ENGINEER'S AND EASEMENT NOTES

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SHEET 4 OF 4 SHEETS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

# TRACT NO. 31347

BEING A SUBDIVISION OF PARCEL 1 & LOTS D, E & F  
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CSL ENGINEERING, INC. DAVID E. CORYELL R.C.E. 31574 DATE: MARCH 2004

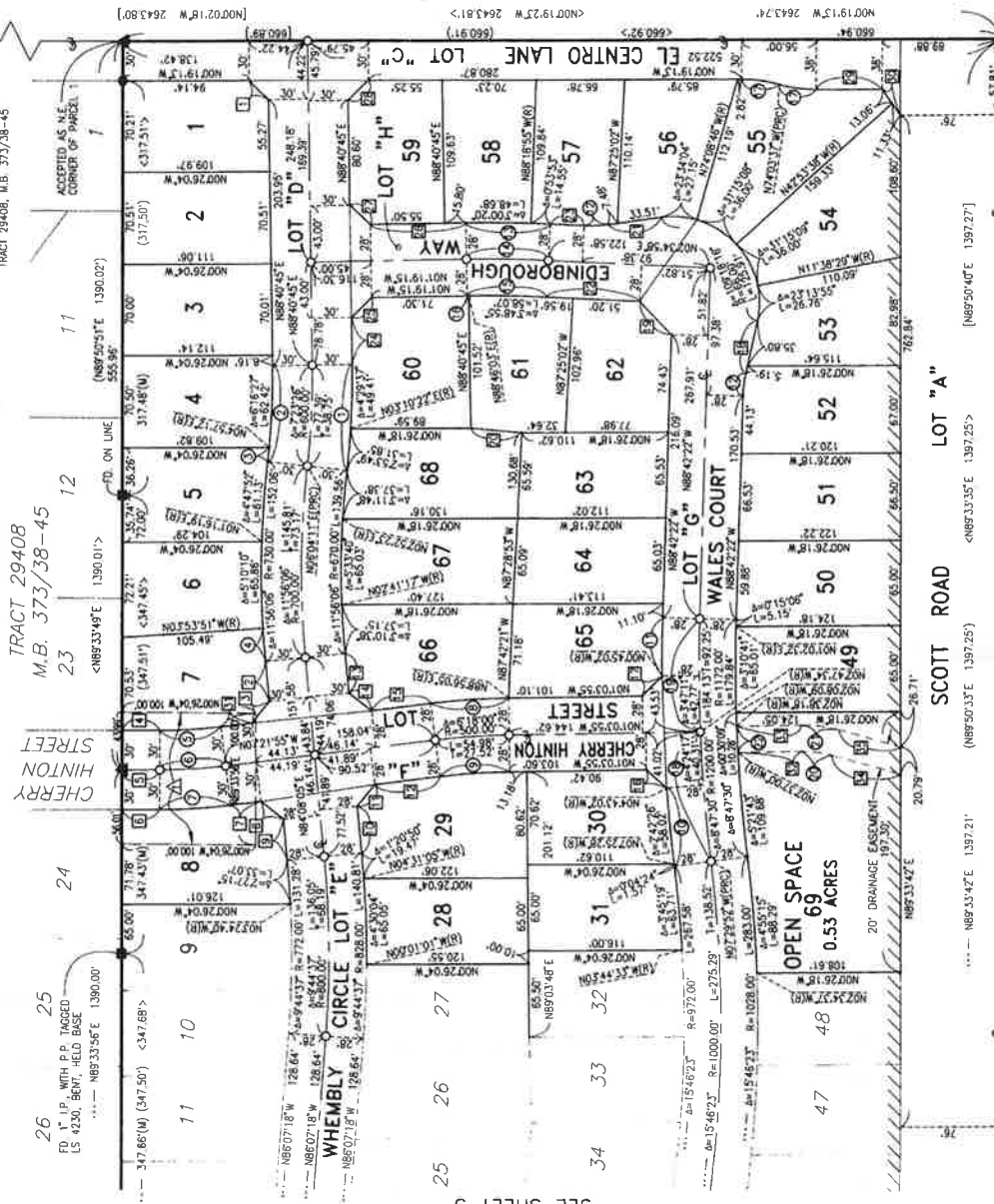
TRACT 29408  
 M.B. 373/38-45

FD 1" I.P. WITH P.P. TAGGED  
 LS 4250, BENT, HELD BASE  
 --- NB8733'56" E 1390.00'

FD 3/4" I.P. WITH P.P. TAGGED  
 LS 2817, FLUSH, N207°15'W 652'  
 N207°15'W 652' PER  
 TRACT 29408, N.B. 373/38-45

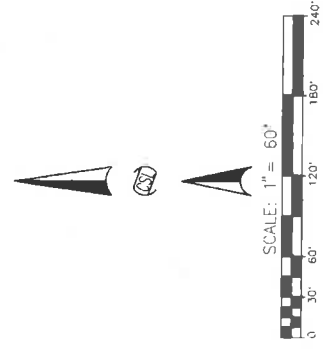
SEE DETAIL 'X' ON SHEET 2

WICKFORD ROAD



NO.	BEARING	DIST.	TANGENT DATA	T	DIST.
1	N89°50'31"E	1390.02'			
2	N89°50'31"E	1390.02'			
3	N89°50'31"E	1390.02'			
4	N89°50'31"E	1390.02'			
5	N89°50'31"E	1390.02'			
6	N89°50'31"E	1390.02'			
7	N89°50'31"E	1390.02'			
8	N89°50'31"E	1390.02'			
9	N89°50'31"E	1390.02'			
10	N89°50'31"E	1390.02'			
11	N89°50'31"E	1390.02'			
12	N89°50'31"E	1390.02'			
13	N89°50'31"E	1390.02'			
14	N89°50'31"E	1390.02'			
15	N89°50'31"E	1390.02'			
16	N89°50'31"E	1390.02'			
17	N89°50'31"E	1390.02'			
18	N89°50'31"E	1390.02'			

NO.	R	Δ	BEARING	DIST.	T
1	630.00'	81.26'			40.68'
2	630.00'	81.26'			40.68'
3	630.00'	81.26'			40.68'
4	630.00'	81.26'			40.68'
5	630.00'	81.26'			40.68'
6	630.00'	81.26'			40.68'
7	630.00'	81.26'			40.68'
8	630.00'	81.26'			40.68'
9	630.00'	81.26'			40.68'
10	630.00'	81.26'			40.68'
11	630.00'	81.26'			40.68'
12	630.00'	81.26'			40.68'
13	630.00'	81.26'			40.68'
14	630.00'	81.26'			40.68'
15	630.00'	81.26'			40.68'
16	630.00'	81.26'			40.68'
17	630.00'	81.26'			40.68'
18	630.00'	81.26'			40.68'
19	630.00'	81.26'			40.68'
20	630.00'	81.26'			40.68'
21	630.00'	81.26'			40.68'



SEE SHEET 2 FOR ENGINEER'S AND EASEMENT NOTES

PM 8604 PMB 34/37

NO TAG. ON 0.1"  
 ACCEPTED AS E. INT.  
 OF COURSE, AND  
 S.M.B. 4574  
 SET TAG R.C.E. 31574