

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 3/3/16



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

110

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 February 16, 2016

**SUBJECT:** Approval of the Scott Road Community Facilities District No. 05-8 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between the County of Riverside, City of Menifee, and KB Home Coastal, Inc. for Tract No. 30142 and Tract No. 30142-2. 5<sup>th</sup> District; [\$0]

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

1. Approve the Scott Road Community Facilities District No. 05-8 (Scott Road CFD) Transportation Uniform Mitigation Fee Program (TUMF) Improvement Credit Agreement between the County of Riverside (County), City of Menifee, and KB Home Coastal, Inc. allowing for TUMF credits in recognition of the Developer's participation in the Scott Road CFD; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Departmental Concurrence

*[Signature]*

Patricia Romo  
 Assistant Director of Transportation

*[Signature]*

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: 2015/2016	

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

APPROVE  
 BY: *[Signature]*  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 5 Agenda Number: \_\_\_\_\_

3-37

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

**FORM 11:** Approval of the Scott Road Community Facilities District No. 05-8 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between the County of Riverside, City of Menifee, and KB Home Coastal, Inc. for Tract No. 30142 and Tract No. 30142-2. 5<sup>th</sup> District; [\$0]

**DATE:** February 16, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Tract No. 30142, consisting of 202 single family residential units, and Tract No. 30142-2, consisting of 197 single family residential units (Tracts), are owned by KB Home Coastal, Inc. (Developer) and are located within the boundaries of Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County. With the incorporation of the City of Menifee (City), the geographical boundaries of the Scott Road CFD now fall primarily within the City, including these Tracts. The Scott Road CFD is a funding mechanism that provides a means to finance, in part, the Scott Road improvements between Antelope Road and State Route 79 and improvements to the interchange at Interstate 215 (I-215).

In addition, the Scott Road Improvements have been identified as part of the TUMF Regional System of Highways and Arterials and are to be among those facilities whose construction is to be partly financed by the collection of TUMF.

The County, City, and the 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 the Developer's obligation to pay applicable TUMF for the Tracts. Each single-family residential unit constructed within the Tracts is eligible to receive a TUMF credit in an amount up to a maximum of \$8,873 at issuance of certificate of occupancy for each unit applicable to the Tracts.

Project Number: B3-0369

**Impact on Residents and Businesses**

Community Facilities Districts are an important tool to fund the early delivery of infrastructure. It allows the County and City to fund a major facility through a bond sale and special assessment, with appropriate credit given towards mitigation fee obligations, as opposed to the traditional "pay as you go" method to collect fees on a lot-by-lot basis over a longer period of time.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

Vicinity Map  
Agreement

0 500 1,000 2,000 Feet

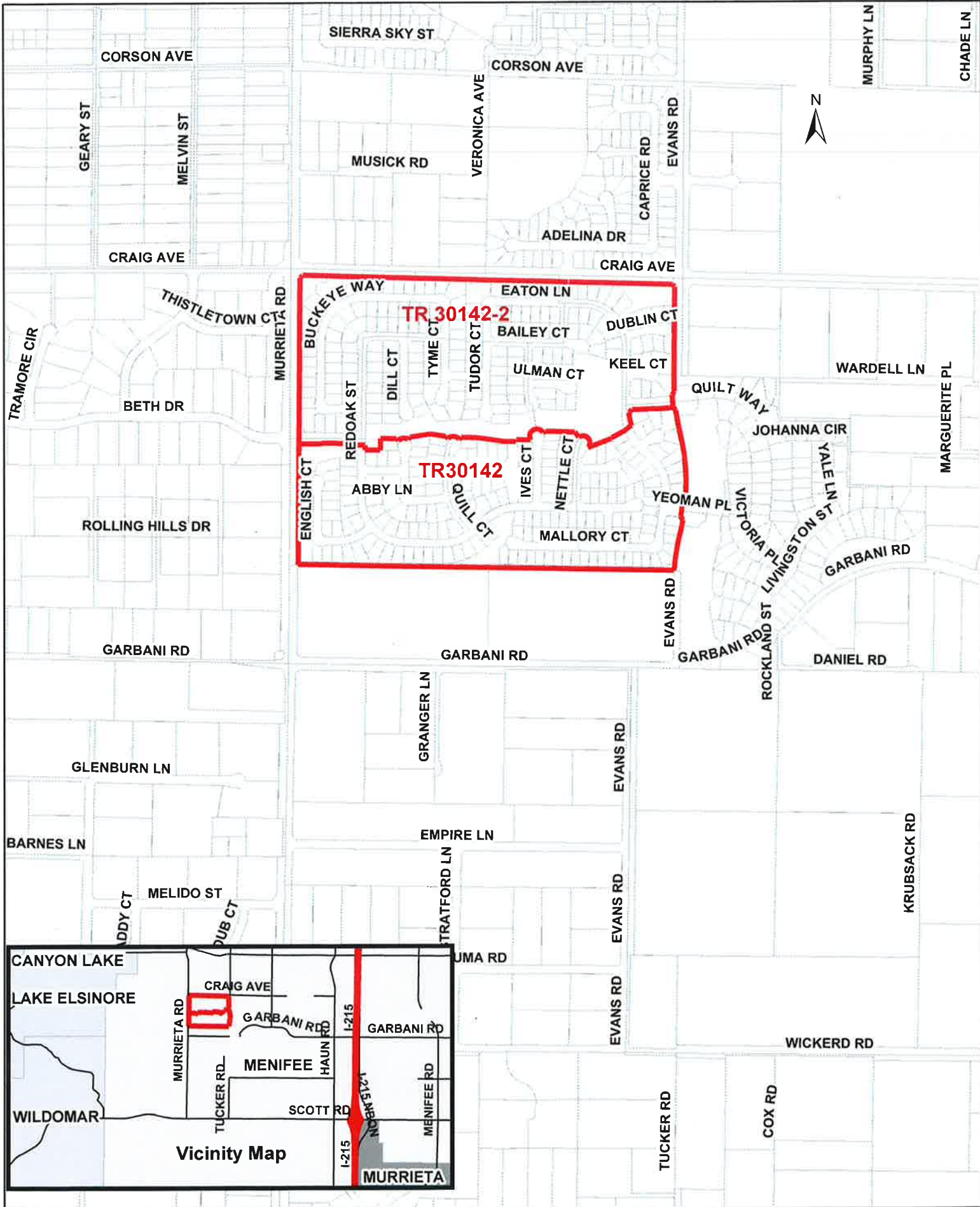
1 inch = 833 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 11/6/2015

# Vicinity Map

## TR 30142 and TR 30142-2

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 resell this map.



**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 FOR TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Riverside (the "County"), City of Menifee (the "City") and KB Home Coastal, Inc., a California corporation (the "Developer"). County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, Developer owns a phased Tentative Tract Map No. 30142, for which a Final Phase Tract Map No. 30142 ("Final Phase") was recorded on November 16, 2012, as Instrument No. 2012-0554379; and a Final Phase 2 Tract Map No. 30142-2 ("Phase 2"), was recorded on November 16, 2012, as Instrument No. 2012-0554378 (the "Tracts") and the Tracts are located within the City of Menifee, County of Riverside, State of California, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Final Phase Tract Map No. 30142 consists of 202 single-family residential units and Final Phase 2 Tract Map No. 30142-2 consists of 195 single-family residential units;

WHEREAS, the Tracts are Phase 2 and Final Phase of approved, phased Tentative Tract Map No. 30142 (the "Project"), which was approved by County prior to City's incorporation, and was conditioned by 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 were determined by County to be necessary to mitigate the transportation and circulation needs that would result from 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;

The three groups of improvements set forth immediately above are collectively referred to herein as the "Scott Road Improvements";

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006, (i) 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, (ii) adopted 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 (iii) 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;

WHEREAS, the Board, 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;

WHEREAS, 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;

WHEREAS, the Tracts are 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.

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;

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that was approved by the Board 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;

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

the proceeds of special tax bonds issued by the Scott Road CFD;

WHEREAS, on October 1, 2008, the Tracts and improvements were incorporated into City's municipal boundaries;

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

WHEREAS, 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 Tracts in accordance with the TUMF administrative plan; and

**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 and City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit for Single-Family Residential Development. The amount of the TUMF Credit is determined by the TUMF in effect as of July 1<sup>st</sup> of the fiscal year in which the first "production unit" building permit is issued; provided, however, (i) that the actual amount of the TUMF Credit applied will be equal to the TUMF in effect on the date Developer secures a certificate of occupancy for each single-family residential unit up to maximum amount of \$8,873 (the "Maximum TUMF Credit"), and (ii) that at no time shall the actual TUMF Credit amount exceed 100% of the TUMF charged for each said unit. Developer understands and acknowledges that the TUMF is adjusted annually, and the Developer agrees that if 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, then Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

4.0 Miscellaneous.

4.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Tracts (an "Assignment"). Developer and such purchaser and assignee (the "Assignee") shall provide to County and City such reasonable proof as each of them may require that the Assignee is the purchaser of said lots within the Tracts. 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 County and with City in a form reasonably acceptable to both County and City, whereby Developer and



Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) 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 Tracts or for each multifamily residential unit developed on a parcel within the Tracts 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 among County, City and the Developer, or between any of the Parties.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, County and City, and their respective directors, officers, legislative body, Board, City Council, elected and appointed 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 ("Losses") 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 Developer in this Agreement. If Developer fails to protect, indemnify, defend and hold harmless the Indemnified Parties in accordance with the preceding sentence, the Indemnified Parties, and/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 all Losses incurred by Indemnified Parties, to and recover the same from said Developer. The provisions of this Section shall survive the expiration, discharge or other termination of this Agreement.

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

4.5 Prohibited Interests. Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, or any parent or related entity of Developer, to solicit or secure this Agreement. 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 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, County and City shall each 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  
Patricia Romo, Assistant Director of Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone No. (951) 955-6740  
Fax No. (951) 955-3198

To City: City of Menifee  
Robert A. Johnson, City Manager  
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: Scott Hansen  
Director, Forward Planning  
36310 Inland Valley Drive  
Wildomar, CA 92595  
Phone No. (951) 691-5239  
Fax No. (951) 677-2643

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time successfully 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 Developer include all personnel, employees, and agents of Developer, except as otherwise specified in this Agreement. All references to County and City include its elected and appointed officials, Board, City Council, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendment; Modification. No supplement, modification, or amendment



of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other 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 of the Parties under this Agreement.

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, 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.

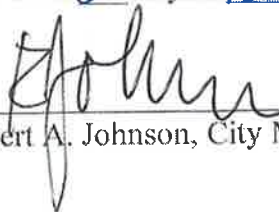
4.17 Entire Agreement. This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.

**[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 5<sup>th</sup> day of February, 2016

By:   
Robert A. Johnson, City Manager

APPROVED AS TO FORM:


By:   
Jeffrey Melching, City Attorney

ATTEST:

By:   
Sarah A. Manwaring, City Clerk

**DEVELOPER**

KB Home Coastal, Inc., a California corporation

By:   
Stephen J. Ruffner  
Printed Name  
President  
Title

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

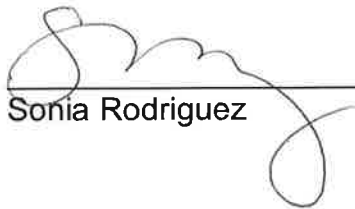
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

On January 6, 2016 before me, Sonia Rodriguez, Notary Public, personally appeared Stephen J. Ruffner, 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.

  
\_\_\_\_\_  
Sonia Rodriguez

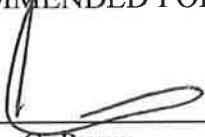


(SEAL)


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: 3/2/16  
Juan C. Perez  
Director of Transportation and Land Management

APPROVED AS TO FORM:

By:  \_\_\_\_\_ Date: 3/13/16  
**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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

**EXHIBIT "A"**

**FINAL TRACT MAPS AND VICINITY MAP**

[ATTACHED BEHIND THIS PAGE]

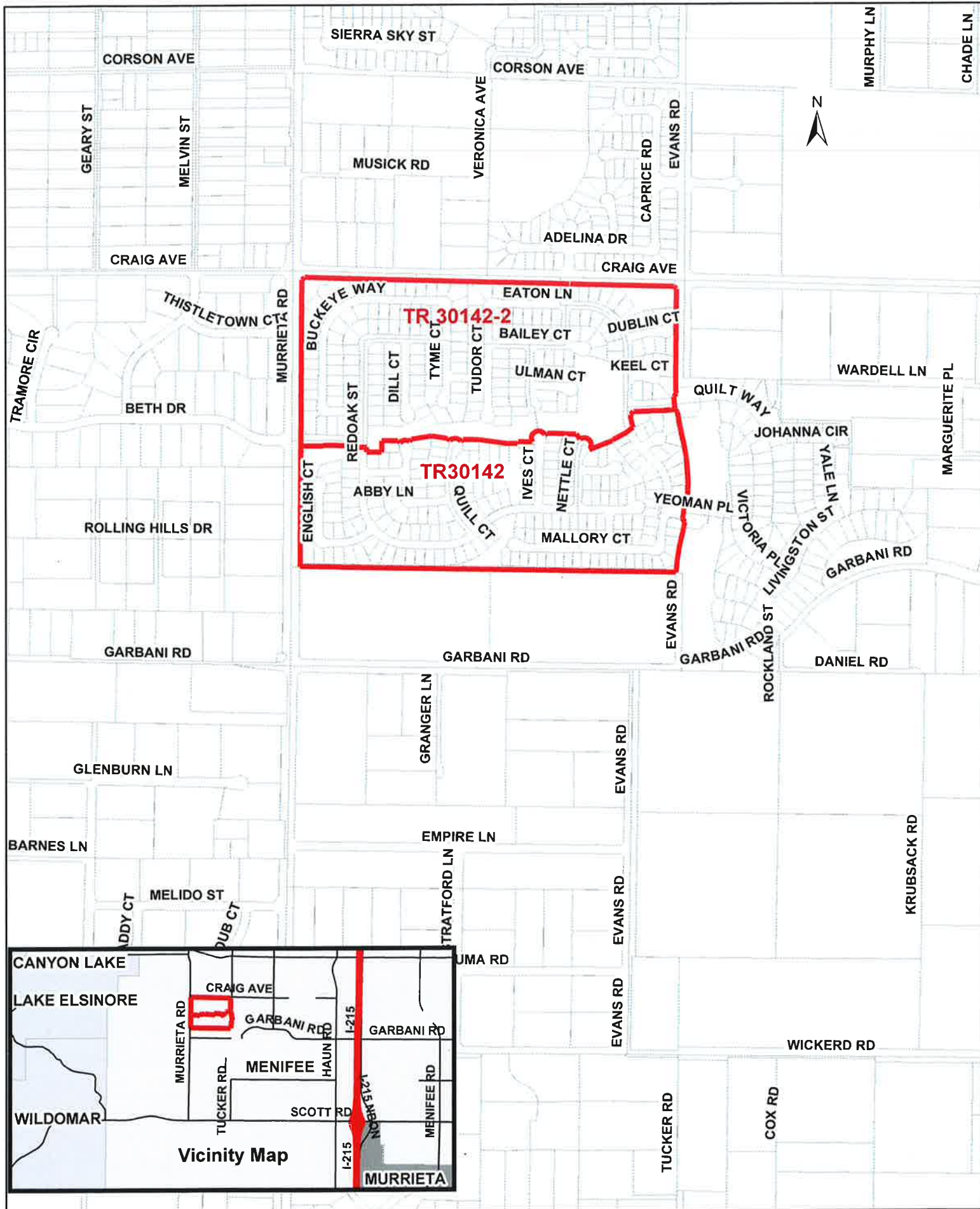
0 500 1,000 2,000 Feet

1 inch = 833 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 11/6/2015

# Vicinity Map TR 30142 and TR 30142-2

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 resell this map.









436 20

SHEET 8 OF 18 SHEETS

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

# TRACT NO. 30142

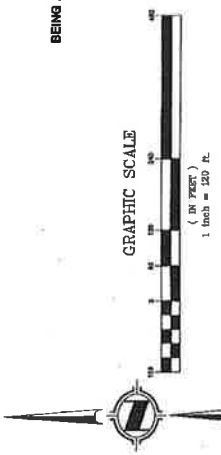
BEING A SUBDIVISION OF PORTIONS OF PARCELS 3 THROUGH 8, INCLUSIVE, AND PARCEL 9 OF PARCEL MAP NO. 11834, AS PER MAP FILED IN BOOK 54, PAGES 22 AND 23 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

RORY S. WILLIAMS, L.S. 6864 DATE OF SURVEY, NOVEMBER, 2003  
HUNGBAKER AND ASSOCIATES IRVINE, INC.

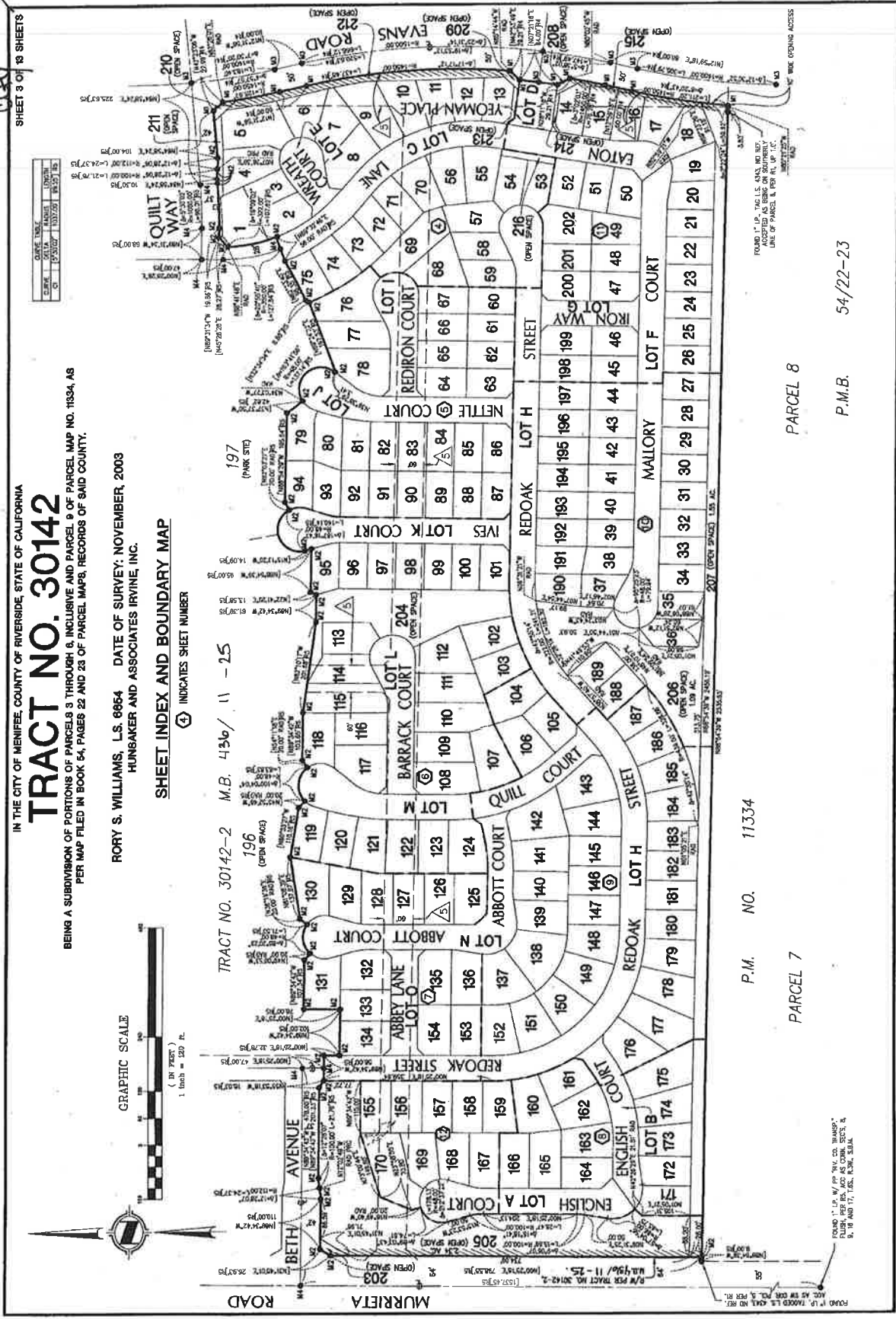
## SHEET INDEX AND BOUNDARY MAP

⊕ INDICATES SHEET NUMBER

TRACT NO. 30142-2 M.B. 436/ 11 - 25



DATE	TIME	TEMP.
07	07:00	107.00
08	07:00	107.00
09	07:00	107.00



P.M. NO. 11334

PARCEL 7

PARCEL 8

P.M.B. 54/22-23

FOUND 1" L.P. 1/4" P.P. 1/4" C.D. TRANSIT  
PLUMB. PER P.M. ACC. TO CORN. SECT. &  
S. 18 AND 17, 1826, P.M.B. 54/23



4300/12

SHEET 2 OF 4 SHEETS

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

# TRACT NO. 30142-2

BEING A SUBDIVISION OF PARCEL 1 AND PORTIONS OF PARCELS 2 THROUGH 5, INCLUSIVE OF PARCEL MAP NO. 1534, AS PER MAP FILED IN BOOK 6A, PAGES 22 AND 23 OF PARCEL MAPS, RECORDS OF 8AD COUNTY.

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

### EASTERN MUNICIPAL WATER DISTRICTS ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDED THEREBY BY ITS DULY AUTHORIZED OFFICER.

BY: Rosemarie V. Howard      DATED: 10/10, 2011

ROSEMARIE V. HOWARD  
SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF.

### NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE }  
ON 10/10/11 BEFORE Michelle Livingston NOTARY PUBLIC,  
PERSONALLY APPEARED Rory S. Williams WHO PROVED TO ME ON THE BASIS  
OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN  
INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE SAME IN THEIR AUTHORIZED  
CAPACITY AND THAT SAID INSTRUMENT WAS EXECUTED BY SAID PERSONS, OR ENTITY UPON  
BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:  
SIGNATURE Michelle Livingston MY BUSINESS IN  
NOTARY PUBLIC IN AND FOR SAID COUNTY. RIVERSIDE  
MICHELLE LIVINGSTON MY COMMISSION EXPIRES: 3/5/2014  
(NAME PRINTED) MY COMMISSION NO.: 1870304

**SIGNATURE OMISSIONS:**  
PURSUANT TO THE PROVISIONS OF SECTION 644306 OF THE SUBDIVISION MAP ACT, SIGNATURES OF  
THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED:  
KING VIDEOCABLE COMPANY, A WASHINGTON CORPORATION, HOLDER OF AN EASEMENT FOR CABLE  
TELEVISION, TELEVISION TRANSMISSION AND JOINT TRENCH ACCESS PURPOSES RECORDED MARCH 2,  
1990 AS INSTRUMENT NO. 78313, OF OFFICIAL RECORDS. (NOT PLOTTABLE)



