

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 GREGORY P. PRIAMOS
 DATE

Departmental Concurrence

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

604
 (1956)



SUBMITTAL DATE:
 September 8, 2016

FROM: TLMA – Transportation Department

SUBJECT: Approval of the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Woodside 05S LP and County of Riverside for Tract No. 32289, Lots 33-62 and 95-156 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Woodside 05S LP and County of Riverside (County) for Tract No. 32289, Lots 33-62 and 95-156 for Transportation Uniform Mitigation Fee (TUMF) and Road and Bridge Benefit District (RBBD) Fee Credits within Clinton Keith Road Community Facilities District (CFD) No. 07-2; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

[Signature]

Patricia Romo
 Director of Transportation

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: 2016/2017

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.: 8/18/15, Item 3-74;
 8/18/15, Item 3-75
District: 3
Agenda Number:

3-7

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

FORM 11: Approval of the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Woodside 05S LLP and County of Riverside for Tract No. 32289, Lots 33-62 and 95-156 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3rd District; [\$0]

DATE: September 8, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

On August 18, 2015 (Agenda Item 3-74 and Item 3-75), the Board of Supervisors approved the "Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" and the "Improvement Credit Agreement, Road and Bridge Benefit Fee Program", respectively, between the County and Riverside Mitland 03 LLC, which allows the developed lots of the property within the CFD No. 07-2 to be eligible for fee credits against their applicable TUMF and RBBB fees.

Woodside 05S LP (Assignee) acquired 92 single-family residential lots of Tract 32289, lots 33-62 and 95-156 (Property) from Riverside Mitland 03 LLC (Assignor) within Clinton Keith Road Community Facilities District (CFD) No. 07-2.

Riverside Mitland 03 LLC desires to assign to Woodside 05S LP all rights and responsibilities related to Improvement Credit Agreements for TUMF and RBBB fee credits for the Property with respect to the CFD No. 07-2.

Woodside 05S LP desires to assume all of the Assignor's rights and obligations under the TUMF and RBBB credit agreements relating to the Property.

Project Number: B2-04722

Impact on Residents and Businesses

This Assignment and Assumption Agreement represents a change in real property ownership and will have no impact upon local residents and businesses. Community Facilities District 07-2 is providing a portion of the funding for the extension of Clinton Keith Road between Whitewood Road and Leon Road that is currently under construction.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

ATTACHMENTS

Vicinity Map
Agreement

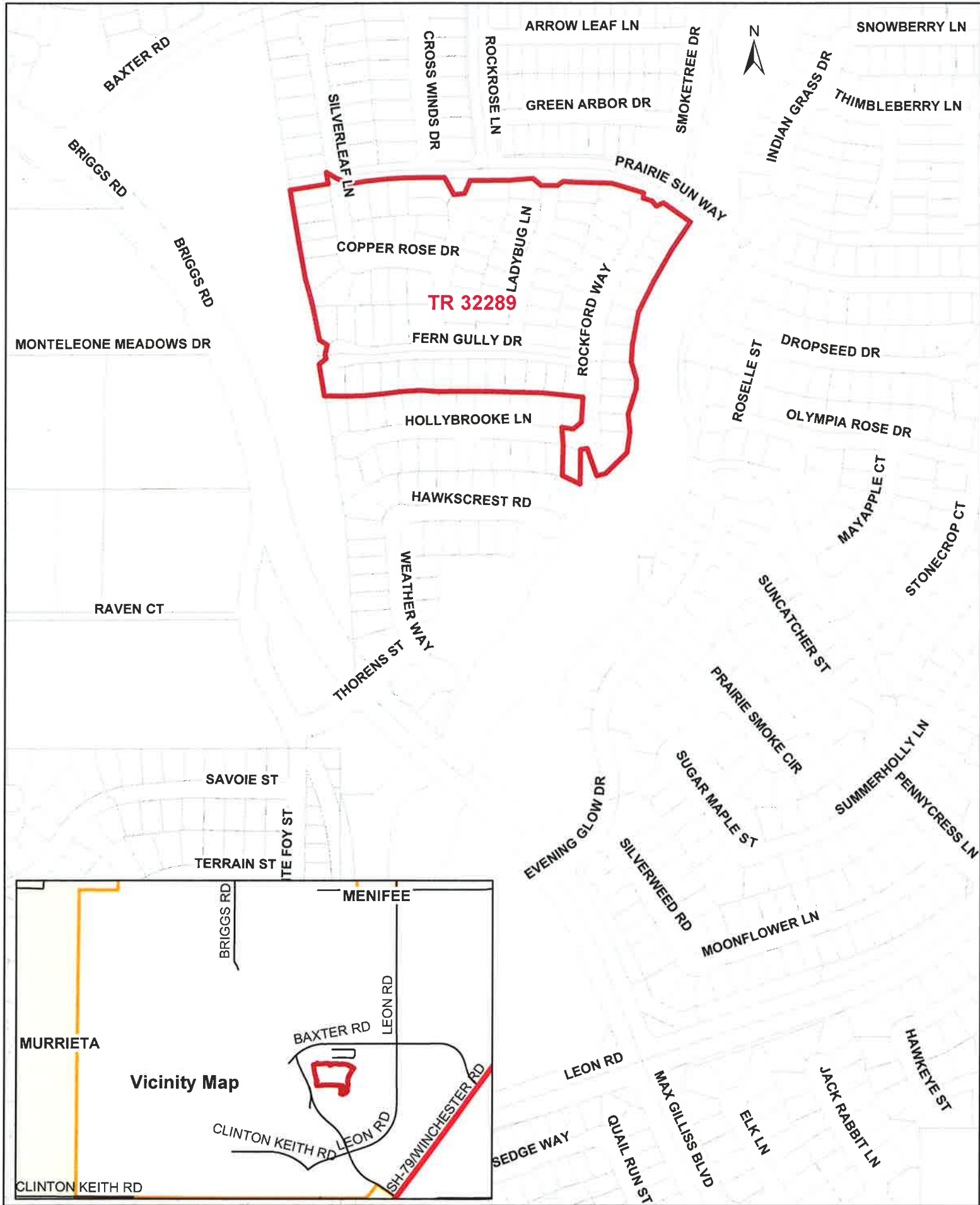
0 210 420 840 Feet

1 inch = 417 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 7/29/2016

TR32289 (Lots 33 to 62 & 95 to 156) Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Date 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.



**ASSIGNMENT AND ASSUMPTION
OF
IMPROVEMENT CREDIT AGREEMENT**

This Assignment and Assumption of Improvement Credit Agreement (this "**Assignment**") is made as of _____, by and between RIVERSIDE MITLAND 03 LLC, a Delaware limited liability company ("**Assignor**"), WOODSIDE 05S, LP, a California limited partnership ("**Assignee**"), and the County of Riverside ("County").

RECITALS

A. Assignor is a "Developer" under the certain agreements titled "County of Riverside, Community Facilities District No. 07-2 (Clinton Keith Road CFD) Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" (the "**TUMF Agreement**") and "County of Riverside, Community Facilities District No. 07-2 (Clinton Keith Road CFD) Improvement Credit Agreement, Road and Bridge Benefit District Fee Program" (the "**RBBB Agreement**") with respect to that certain real property described on Exhibit A attached hereto, which includes Lot Nos. 33 through 62 and 95 through 156 of Tract No. 32289 (the "**Property**"). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement and RBBB Agreement.

B. Assignor and Assignee are parties to that Real Estate Purchase and Sale Contract (the "**Contract**") dated as of September 23, 2015, respecting the sale of the Property.

C. Assignor desires to assign to Assignee all of Assignor's rights under the TUMF Agreement and RBBB Agreement relating to the Property, and Assignee desires to assume all of Assignor's obligations thereunder relating to the Property, all on the terms and conditions set forth below.

D. County is an express intended beneficiary of the rights, duties and obligations undertaken by Assignor and Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title, interest, and obligations in and under the TUMF Agreement and RBBB Agreement to the extent relating to the Property, including, without limitation, the TUMF fee Credit for 92 lots of up to 96% of the TUMF fee in effect at issuance of a certificate of occupancy and the RBBB Credits applied against RBBB fees for 92 lots. The remaining 4% of the TUMF (the "Program Administration amount") shall be paid by Assignee at the time of issuance of a certificate of occupancy.

2. Assignee hereby accepts this Assignment and agrees to be bound by all applicable provisions of the TUMF Agreement and RBBD Agreement with respect to the Property.

3. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, but at no out-of-pocket cost to Assignor, execute and deliver to Assignee, its nominees, successor and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully transfer and assign the rights of Assignor in and under the TUMF Agreement and the TUMF Credit Amount, and the RBBD Agreement and RBBD Credit Amount with respect to the Property.

4. This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee, the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations or responsibilities under the TUMF Agreement and RBBD Agreement and to be bound thereby.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

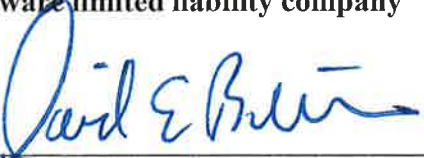
6. This Assignment may be executed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

**RIVERSIDE MITLAND 03, LLC, a
Delaware limited liability company**

By: 

Name: David E. Bartlett
Title: Vice President

By: 

Name: Richard T. Whitney
Title: Chief Financial Officer

ASSIGNEE:

**WOODSIDE 05S, LP, a California limited
partnership
By its General Partner, WDS GP, Inc., a
California corporation**

By: 

Name: Tim McGinnis
Title: Vice President

By: 

Name: Wayne Farnsworth
Title: Secretary

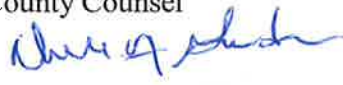
COUNTY OF RIVERSIDE:

By: _____

Chairman, County Board of Supervisors

APPROVED AS TO FORM:

County Counsel

By: 
Dale A. Gardner

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

A notary public or other officer completing this certificate verified 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 Orange) ss.

On August 9, 2016, before me, Meagan Knecht, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney, 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.



[Handwritten Signature]

Notary Public

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 UTAH)
):ss
COUNTY OF SALT LAKE)

On July 26, 2016 before me, Briary Yeates Capel, a Notary Public in and for the County and State, personally appeared Wayne Farnsworth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/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 within 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

Briary Yeates Capel
Notary Public

My commission expires: 2/17/2020



(this area for official notary seal)

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)SS
COUNTY OF Riverside)

On July 27, 2016, before me, Rochelle M. Sromalla, Notary Public, 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

Rochelle M. Sromalla



This area for official notarial seal

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1 (A PORTION OF APNS 480-090-043-6, 480-090-047-0, 480-090-049-2, 480-090-073-3, AND 480-090-074-4; NEW APNS: 480-780-021 THROUGH 480-780-034, INCLUSIVE, 480-781-01 THROUGH 480-781-06, INCLUSIVE, 480-782-001, 480-790-001 THROUGH 480-790-016, INCLUSIVE, 480-791-001 THROUGH 480-791-03, INCLUSIVE, 480-791-006 AND 480-792-001 THROUGH 480-792-027, INCLUSIVE):

LOTS 33 THROUGH 62, INCLUSIVE, 95 THROUGH 97, INCLUSIVE, 100 THROUGH 103 INCLUSIVE 156, INCLUSIVE, OF TRACT NO. 32289, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCEL 2A (A PORTION OF 480-090-47-0; NEW APNS: A PORTION OF 480-791-004 AND 480-791-005):

LOT A, AS SHOWN ON EXHIBIT "b" ON THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 05528, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 6, 2015, AS INSTRUMENT NO. 2015-0441064 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 98 AND LOT 99 OF TRACT NO. 32289, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 98;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 98 SOUTH 02°11'14" EAST 67.04 FEET;

THENCE NORTH 89°05'31" EAST 108.05 FEET;

THENCE SOUTH 48°17'53" EAST 35.61 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", BEING A POINT ON THE EASTERLY LINE OF SAID LOT 99, BEING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 76°36'19" EAST;

THENCE ALONG SAID CURVE AND THE EASTERLY LINE OF SAID LOT 99 THE FOLLOWING COURSES: NORTHEASTERLY 40.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $47^{\circ}44'47''$;

THENCE RADIALLY FROM SAID CURVE NORTH $28^{\circ}5'32''$ WEST 67.51 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B", BEING A POINT ON THE NORTHERLY LINE OF SAID LOT 99;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 99 AND THE NORTHERLY LINE OF SAID LOT 98 THE FOLLOWING COURSES: SOUTH $89^{\circ}56'25''$ WEST 77.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE COUTHERLY AND HAVING A RADIUS OF 1342.00 FEET;

THENCE ALONG SAID CURVE WERTERLY 50.94 FEET THROUGH A CENTRAL ANGLE OF $02^{\circ}07'39''$ TO THE POINT OF BEGINNING.

TOGETEHR WITH THAT PORTION OF HERITAGE POINTE DRIVE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE;

THENCE SOUTH $76^{\circ}36'19''$ WEST 48.00 FEET TO THE CENTER POINT OF CUL-DE-SAC OF HERITAGE POINTE DRIVE AS SHOWN ON SAID TRACT NO. 32289;

THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SADI LOT 99 NORTH $28^{\circ}51'32''$ WEST 48.00 FEET TO SADI ESTERLY LINE OF LOT 99, BEING A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH $28^{\circ}51'32''$ EAST;

THENCE ALONG SAID EASTERLY LINE AND SAID CURVE SOUTHWESTERLY 40.00 FEET THROUGH A CENTRAL ANGLE OF $47^{\circ}44'47''$ TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF PRAIRIE SUN WAY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "B" DESCRIBED ABOVE;

THENCE ALONG THE NORTHERLY LINE OF SADI LOT 99 AND THE NORTHERLY LINE OF SADI LOT 98 THE FOLLOWING SOURSES: SOUTH $89^{\circ}56'25''$ WET 77.65 FEET TO THE BEGINNING OF THE TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1372.00 FEET;

THENCE ALONG THE NORTHWESTERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 98 NORTH $02^{\circ}11'14''$ WEST 28.00 FEET TO THE CENTERLINE OF SAID PRAIRIE SUN WAY, BEING A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1400.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH $02^{\circ}11'14''$ EAST;

THENCE ALONG SAID CURVE AND SAID CENTERLINE OF PRAIRIE SUN WAY EASTERLY 51.98 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ}07'39''$;

THENCE TANGENT FROM SAID CURVE ALONG SAID CENTERLINE OF PRAIRIE SUN WAY NORTH $89^{\circ}56'25''$ EAST 77.65 FEET;

THENCE SOUTH $00^{\circ}03'35''$ EAST 28.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2B (A PORTION OF 480-090-47-0; NEW APNS: A PORTION OF 480-791-004, 480-791-005, AND 480-791-010):

LOT B, AS SHOWN ON EXHIBIT "b" ON THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 05528, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 6, 2015 AS INSTRUMENT NO. 2015-0441064 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 98, LOT 99 AND LOT 104 OF TRACT NO. 32289 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 98;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 98 SOUTH $02^{\circ}11'14''$ EAST 67.04 FEET TO TRUE POINT OF BEGINNING;

THENCE NORTH $89^{\circ}05'31''$ EAST 108.50 FEET;

THENCE SOUTH $48^{\circ}14'53''$ EAST 35.61 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", BEING A POINT ON THE EASTERLY LINE OF SAID LOT 99, BEING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH $76^{\circ}36'19''$ EAST;

THENCE ALONG SAID CURVE AND THE EASTERLY LINE OF SAID LOT 99 SOUTHERLY 15.53 FEET THROUGH A CENTRAL ANGLE OF $18^{\circ}32'34''$;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 99 AND THE EASTERLY LONE OF SAID LOT 104 SOUTH $05^{\circ}05'53''$ EAST 24.47 FEET;

THENCE NORTH $87^{\circ}43'13''$ WEST 70.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 98 SOUTH $89^{\circ}05'31''$ WEST 63.45 FEET TO THE SOUTHWEST CORNER OF SADI LOT 98;

THENCE ALONG THE WESTERLY LINE OF SADI LOT 98 NORTH 02°11'14" WEST 60.01 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HERITAGE POINTE DRIVE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE;

THENCE SOUTH 76°36'19" WEST 48.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC OF THE HERITAGE POINTE DRIVE AS SHOWN ON SAID TRACT NO. 32289;

THENCE ALONG THE CENTERLINE OF SAID HERITAGE POINTE DRIVE SOUTH 64°39'23" EAST 20.00 FEET TO THE BEGINNING OF AN NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 107.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 64°39'23" EAST;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTHWESTERLY 43.43 FEET THROUGH A CENTRAL ANGLE OF 02°19'24";

THENCE RADICALLY FROM SAID CENTERLINE NORTH 66°58'47" WEST 49.87 FEET TO SAID EASTERLY AND HAVING A RADIUS OF 48.00 FEET;

THENCE ALONG SAID CURVE AND SAID EASTERLY LINE NORTHERLY 15.53 FEET THROUGH A CENTRAL ANGLE OF 18°23'34" TO THE POINT OF BEGINNING.

PARCEL 2C (A PORTION OF 480-090-47-0; NEW APN: A PORTION OF 480-791-010):

LOT C, AS SHOWN ON EXHIBIT "B" ON THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 05528, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 6, 2015, AS INSTRUMENT NO. 2015-0441064 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 104 OF TRACT NO. 32289 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 104;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 104 NORTH 89°05'31" EAST 32.84 FEET TO AN ANGLE POINT THEREIN;

THENCE LEAVING SAID NORTHERLY LINE OF SAID LOT 104 NORTH 89°05'31" EAST 70.49 FEET TO THE EASTERLY LINE OF SAID LOT 104 AND A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID LOT 104 THE FOLLOWING COURSES: SOUTH 05°08'53" EAST 25.53 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE SOUTHERLY 43.35 FEET THROUGH A CENTRAL ANGLE OF 24°50'06";

THENCE TANGENT FROM SAID CURVE SOUTH 19°20'13" WEST 13.42 FEET;

THENCE NORTH 76°07'44' WEST 107.03 FEET;

THENCE NORTH 08°10'29" EAST 57.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HERITAGE POINTE DRIVE DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "C" DESCRIBED ABOVE;

THENCE SOUTH 66°58'47" EAST 49.87 FEET TO THE CENTERLINE OF SAID HERITAGE POINTE DRIVE BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1071.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 66°58'47" EAST;

THENCE ALONG SAID CURVE AND SAID CENTERLINE SOUTHWESTERLY 75.39 FEET THROUGH A CENTRAL ANGLE OF 04°01'59";

THENCE RADIALY FROM SAID CURVE NORTH 71°00'46" WEST 28.00 FEET TO SAID EASTERLY LINE OF LOT 104;

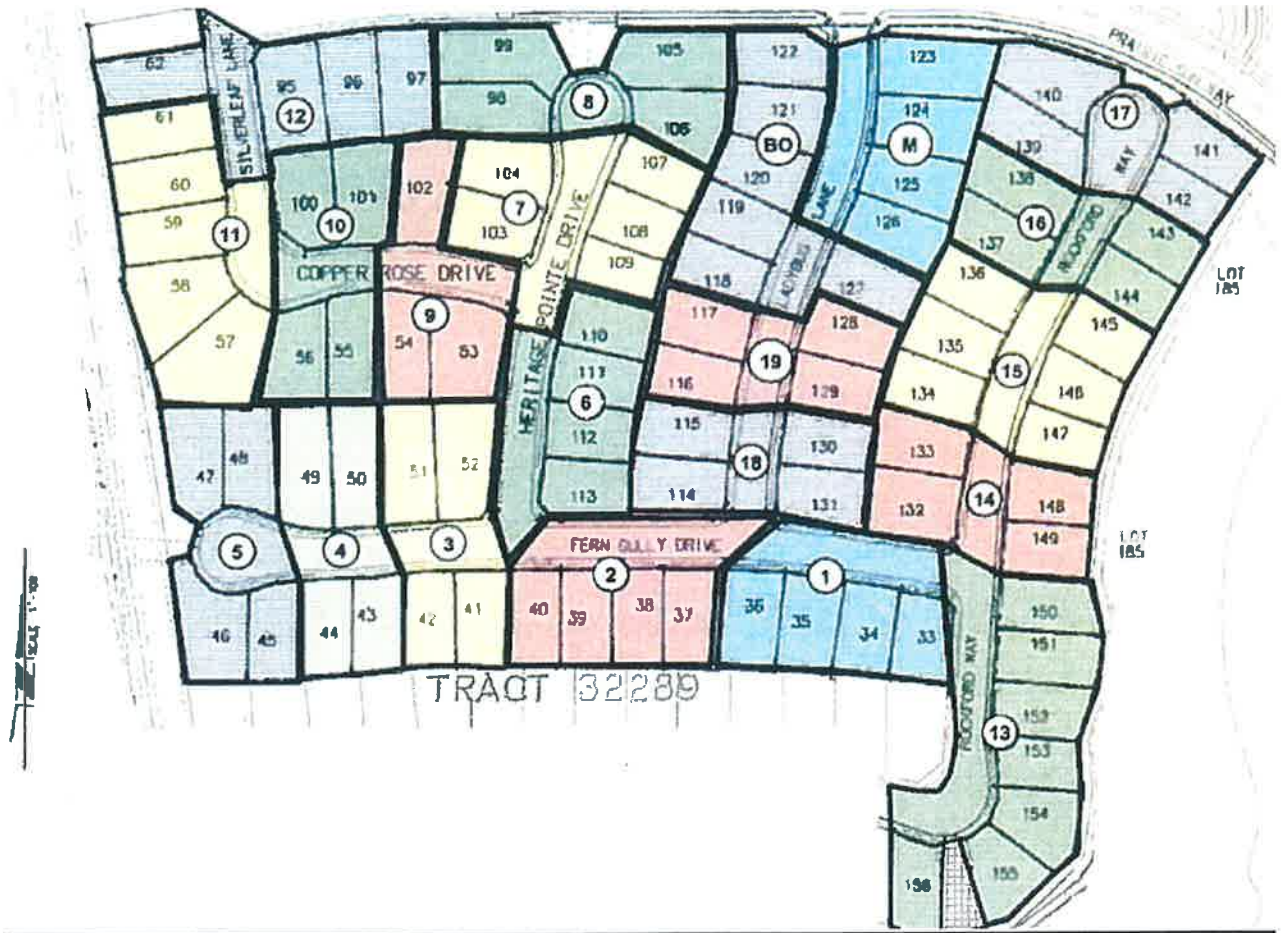
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: NORTH 19°20'13" EAST 13.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE CONTINUING ALONG AND SAID EASTERLY LINE AND ALONG SAID CURVE NORTHERLY 43.35 FEET THROUGH A CENTRAL ANGLE OF 24°50'06";

THENCE TANGENT FROM SAID CURVE NORTH 05°08'53" WEST 25.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

SITE PLAN



0 210 420 840 Feet

1 inch = 417 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 7/29/2016

TR32289 (Lots 33 to 62 & 95 to 156) Vicinity Map

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