

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

830



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
December 24, 2013

SUBJECT: TUMF Improvement Credit Agreement by and between Richmond American Homes of Maryland, Inc. and the County of Riverside for Clinton Keith Road Community Facilities District No. 07-2 Tract No. 30696F. 3rd/3rd District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject Agreement by and between Richmond American Homes of Maryland Inc. and the County of Riverside; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND:

Summary

On December 28, 2012, Richmond American Homes of Maryland, Inc. acquired 38 lots of Tract No. 30696F (the Property) from Riverside Mitland 03 LLC, which is located within the boundaries of the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD) administered by the County of Riverside (County) and for which the tract was conditioned to participate in.

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	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS: N/A

There are no General Funds used in this project.

Budget Adjustment: N/A

For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 7, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-40

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 12/18/13
DALE A. GARDNER
Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: TUMF Improvement Credit Agreement by and between Richmond American Homes of Maryland, Inc. and the County of Riverside for Clinton Keith Road Community Facilities District No. 07-2 Tract No. 30696F. 3rd/3rd District. [\$0]
DATE: December 24, 2013
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Clinton Keith Road CFD is a funding mechanism that provides a means to finance the Clinton Keith Road Improvements from Antelope Road to State Route 79. The Clinton Keith Road Improvements are planned to be constructed by the Riverside County Transportation Department from the proceeds of special taxes levied and/or the proceeds of bond sales by the Clinton Keith Road CFD.

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

The County and Developer now desire to enter into this agreement to provide a means by which the Developer's participation in the Clinton Keith Road CFD is offset against Developer's obligation to pay the applicable TUMF for the Tract. Each single-family residential unit within the Tract is eligible to receive a TUMF credit in an amount equal to 96% of the TUMF in effect at issuance of a certificate of occupancy up to a maximum not to exceed \$8,518 per said unit ("TUMF Credit amount"). Also, the Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for each unit, the Developer shall pay the differential amount to the County prior to securing the certificate of occupancy for each unit.

Project Number: B2-0472

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

**COMMUNITY FACILITIES DISTRICT NO. 07-2
(CLINTON KEITH ROAD)
IMPROVEMENT CREDIT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this 7 day of January, 2014, by and between the County of Riverside (the "County") and Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Developer"). The County and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Tract No. 30696F (the "Tract"), for which a Final Map was recorded on December 27, 2012, as Instrument No. 2012-0630533 and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the Tract is a single-family residential development with 38 dwelling units (the "Project"); and

WHEREAS, the Tract 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:

- (i) The full-width arterial improvement of Clinton Keith Road from Antelope Road to State Route 79, including 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 "Clinton Keith Road Improvements"); and

WHEREAS, the public facilities improvements described above had been determined by the Board of Supervisors to be necessary to mitigate the transportation and circulation needs, which the development of the Project will contribute; and

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on June 12, 2007, adopted Resolution No. 2007-286 establishing Community Facilities District No. 07-2 (Clinton Keith Road) of the County of Riverside ("Clinton Keith Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Clinton Keith Road Improvements and Resolution No. CFD 2007-04 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$60,000,000 to finance the Clinton Keith Road Improvements and Resolution No. CFD 2007-05 calling for a special election held on June 18, 2007, for the qualified electors of the Clinton Keith 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 June 18, 2007, 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 Clinton Keith Road CFD to be recorded within fifteen days of the special election certification; 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 such residential or commercial development using the RSHA; and

WHEREAS, the Clinton Keith 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 Clinton Keith Road CFD (the "RMA") that has been approved by the County Board of Supervisors and the qualified electors of the Clinton Keith Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2007, with the intent that each unit within a single-family residential tract and each unit within a multifamily residential development will receive a credit, in an amount specified herein, against the TUMF in effect for the fiscal year in which the first building permit is issued for a single-family residential tract for a "production unit," as that term is used in the RMA, or in which a building permit is issued for a multi-family development; and

WHEREAS, the Clinton Keith 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 Clinton Keith Road CFD; and

WHEREAS, the Parties now desire to enter into this Agreement to provide a means by which Developer's participation in the Clinton Keith 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 Clinton Keith Road CFD, as shown on the Boundary Map of the Clinton Keith Road CFD recorded as Instrument No. 2007-0334626 on May 21, 2007, or within territory that has been annexed to Clinton Keith 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 Clinton Keith Road Improvements.

3.0 TUMF Credit

3.1 TUMF Credit for Single-Family Residential Development: Each single-family unit constructed within the Tract shall be eligible to receive a TUMF credit in an amount equal to 96% of the TUMF in effect at issuance of a certificate of occupancy for said unit up to a maximum not to exceed \$8,518 per said unit (the "TUMF Credit amount"). The TUMF Credit amount shall be applied against the TUMF that will be charged at issuance of a certificate of occupancy for said unit. The Developer understands that the TUMF is adjusted annually and agrees that if the amount equal to 96% of the TUMF that is in effect on the date it secures a certificate of occupancy for each single-family residential unit is greater than \$8,518 for said unit, the Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit, provided that such amount shall not be less than the four percent (4%) Program Administration amount required in Section 3.3 herein.

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

3.3 Program Administration Amount: The amount of any TUMF Credit issued by the County for parcels within CFD No. 07-2 will require that four percent (4%) of the TUMF in effect at the time of issuance of a certificate of occupancy, which represents the estimated maximum cost for administering the TUMF Program by WRCOG (the "Program Administration amount"), be paid by the Developer in cash at the time of issuance of a certificate of occupancy in accordance with the TUMF Ordinance, and will be transferred by the County to WRCOG consistent with the TUMF Administrative Plan.

3.4 TUMF Credit (Before and After Bond Issuance): If CFD special tax bonds are timely issued by CFD No. 07-2 in accordance with the Memorandum of Understanding between the Western Riverside Council of Governments and the County of Riverside (the "MOU"), the Tract owned by the Developer shall, pursuant to Section VI.B.1 of the TUMF Administrative Plan, receive a TUMF Credit amount not to exceed an amount specified in Section 3.0 herein applicable to the Tract. After such issuance of bonds, the Developer, in order to receive a certificate of occupancy for improvements constructed on the Tract owned by the Developer, shall be required to pay to the County the amount by which the TUMF then applicable to the Tract exceeds the TUMF Credit amount for the Tract, provided that such amount shall not be less than an amount equal to the Program Administration amount

applicable to the Tract.

3.5 TUMF Security Deposit (Prior to Bond Issuance): If, prior to the issuance of CFD special tax bonds by CFD No. 07-2, the Developer requests that a certificate of occupancy be issued for improvements constructed on the Tract, (i) such Developer shall pay to the County the Program Administration amount applicable to the Tract, and (ii) the Developer shall deposit with the County, as a security deposit, an amount equal to the TUMF Credit amount (the "TUMF Security Amount") or in the alternative post a letter of credit from a financial institution reasonably satisfactory to County in a stated amount equal to the TUMF Security Amount. In addition, the Developer shall pay to County the amount by which the TUMF then applicable to the Tract exceeds the TUMF Credit amount for the Tract less the Program Administration amount to be paid. After satisfying the conditions above, the County may issue a TUMF Credit to the Developer for such TUMF and, upon a determination by the County that all other conditions to the issuance of such certificate of occupancy have been satisfied, the County may issue such certificate of occupancy. The County shall deposit any TUMF Security amount received into an account established with the County Treasurer (the "TUMF Security Fund"). The amounts in the TUMF Security Fund shall be kept separate and apart from other funds held by the County Treasurer and shall be invested by the County Treasurer in accordance with the County investment policies. All investment earnings on amounts on deposit in the TUMF Security Fund shall be retained therein until disbursed in accordance with this Agreement.

3.6 TUMF Security Reimbursement (After Bond Issuance): If CFD special tax bonds are timely issued by CFD No. 07-2 in accordance with the MOU, the County shall release the letter(s) of credit for the Tract and/or the County shall pay from the TUMF Security Fund to the Developer that deposited with the County a TUMF Security amount for the Tract (i) an amount equal to such TUMF Security amount, and (ii) a pro rata share of the investment earnings, as determined by the County, on amounts held in the TUMF Security Fund during the period in which such TUMF Security amount was on deposit therein.

3.7 TUMF Security Disbursement (If No Bond Issuance): If, the CFD special tax bonds are not timely issued by CFD No. 07-2 in accordance with the MOU, the County shall (i) to the extent that Special Taxes collected with respect to the Tract for which a letter of credit or TUMF Security amount was deposited with the County remain unexpended and unencumbered, reduce the letter of credit in an amount equal to such unexpended and unencumbered Special Taxes or transfer from the TUMF Security Fund to the Developer that deposited such TUMF Security amount an amount equal to such unexpended and unencumbered Special Taxes, (ii) transfer to WRCOG all such unexpended and unencumbered Special Taxes, and (iii) after having made all transfers required to be made pursuant to the preceding clause (i), draw on the letter of credit in the full remaining stated amount and transfer such funds to WRCOG and/or transfer to WRCOG all remaining amounts then on deposit in the TUMF Security Fund in respect of the Tract, including all investment earnings therein; provided, however, that the County shall not be required to so transfer such amounts if, prior to such date, the County and WRCOG have entered into an agreement pursuant to Section VI.B.1.1.(c) of the WRCOG TUMF Administrative Plan. Upon such transfer, the TUMF applicable to each portion of the Tract for which, in accordance with this Agreement the letter of credit was posted or the TUMF Security amount was deposited with, and the WRCOG Administrative amount was paid

to, the County shall be deemed to have been paid as and when due. If the CFD special tax Bonds are not timely issued by CFD No. 07-2 in accordance with the MOU, to the extent that Special Taxes collected with respect to the Tract for which a letter of credit or TUMF Security amount was deposited with the County have been expended on or encumbered for costs of the Project, such Developer shall be deemed to have contributed the portion of the Project for which such Special Taxes were so expended or encumbered, and such Developer shall receive a credit, if any, against TUMF up to the amount so expended or encumbered as calculated in accordance with the WRCOG TUMF Administrative Plan, which credit may subsequently be applied by the Developer against all or a portion of the TUMF applicable to the Tract.

3.8 Project Advances: Certain developers within the boundaries of CFD No. 07-2 have previously made, and certain of the developers may in the future make, advances of funds to be used by the County to pay expenses in connection with right-of-way acquisition and other costs for the Clinton Keith Road Improvements ("Project Advances"). If, prior to the issuance of bonds (i) the Developer has made a Project Advance and requests that a certificate of occupancy be issued for a single-family residential unit or multifamily residential unit constructed within the Tract(s) owned by such Developer, (ii) such Developer requests that such Project Advance be applied as a credit against the TUMF then applicable to such Tract(s), up to the amount authorized under the TUMF Administrative Plan, (iii) such Developer shall pay to the County the Program Administration Amount applicable to such Tract(s), and (iv) the amount of such Project Advance not previously applied as a credit pursuant to this subsection is at least equal to 96% of the amount of such TUMF, the County may issue a credit to such developer for such TUMF and, upon a determination by the County that all other conditions to the issuance of such certificate of occupancy have been satisfied, the County may issue such certificate of occupancy. Any credits shall be calculated, issued and administered in accordance with the TUMF Administrative Plan.

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: All 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. All Parties warrant that the individual(s) who have signed this Agreement on behalf of such Party has the legal power, right, and authority to enter into this Agreement and such 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 Department
Juan C. Perez, Director of Transportation and Land
Management
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To Developer: Richmond American Homes of Maryland, Inc.
Attention: Sondra Harris
Vice President of Planning
5171 California Avenue, Suite 120
Irvine, CA 92617
Phone No. (949) 467-2633
Fax No. (949) 467-2839

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: All 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 any of the Parties 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, elected officials, 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 Parties 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 Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Except for Clinton Keith Road CFD, there are no intended third party beneficiaries of any right or obligation assumed by the Parties. Clinton Keith Road CFD shall be an express intended third party beneficiary of Section 4.3 entitled "Indemnification."

4.13 Invalidity; Severability: The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy was not contained herein.

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.

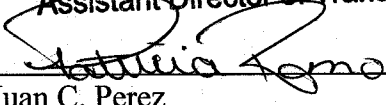
[Signatures of Parties on Following Pages]

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

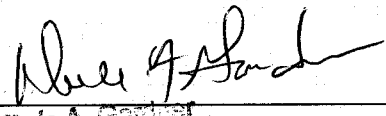
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:


Patricia Romo
Assistant Director of Transportation

By: 
Juan C. Perez
Director of Transportation and Land
Management

APPROVED AS TO FORM:

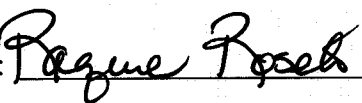
By: 
Dale A. Gardner
County Counsel

APPROVAL BY THE COUNTY BOARD OF
SUPERVISORS:

By:  Date: JAN 07 2014
JEFF STONE
Chairman, County Board of Supervisors

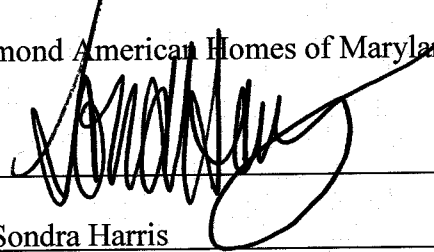
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By:  Date: JAN 07 2014
Deputy

DEVELOPER

Richmond American Homes of Maryland, Inc.

By: 
Sondra Harris
Printed Name
Vice President of Planning
Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS

COUNTY OF **ORANGE**

On November 27, 2013, before me, Rhonda Harper, Notary Public, personally appeared Sondra Harris, Vice President of Planning, 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.

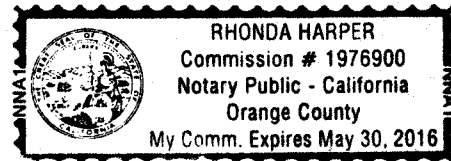
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: May 30, 2016



This area for official notarial seal.

EXHIBIT "A"

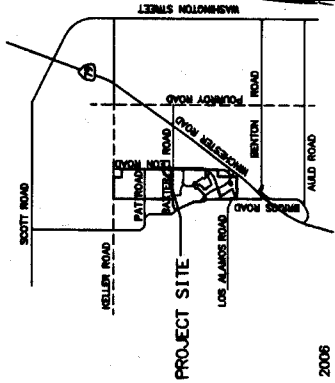
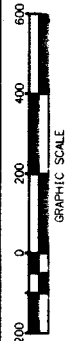
FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

TRACT NO. 30696

BEING A SUBDIVISION OF PORTIONS OF PARCELS 5 AND 6 OF PARCEL MAP NO. 14390
FILED IN BOOK 84, PAGES 30 THROUGH 41 OF PARCEL MAPS IN THE OFFICE OF THE
COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION
36, T. 6 S., R. 2 E., S.B.M.

RBF
CONSULTING
AUGUST, 2011



C.C. & R.
RECORDED AUGUST 21, 2008
INST. NO. 2008-0815439 O.R.

VICINITY MAP
NOT TO SCALE

NO.	BEARING/DELTA	RADIUS	LENGTH
1	N00°11'18" W	---	657.18'
2	(N89°48'42"E	---	59.00'*)
3	(N82°04'08"E	---	27.79'*)
4	(N85°43'51"E	---	472.26'*)
5	(N49°54'17" W	---	26.25'*)
6	(N89°43'51"E	---	80.00'*)
7	(N49°21'56"E	---	26.25'*)
8	(N89°43'51"E	---	166.30'
9	(N89°43'51"E	---	121.33'
10	(N45°48'28"E	---	125.37'
11	N49°38'08"	48.00'	187.64'
12	N34°57'34"E	---	100.78'
13	N37°24'08"E	---	4.20'
14	N78°37'56" W	(R)	83.62'
15	99°48'47"	48.00'	105.00'
16	N00°11'18" W	---	60.00'
17	N89°38'01" W	---	60.00'
18	N89°20'08"E	---	73.62'
19	N64°11'02"E	---	123.24'
20	N89°48'42"E	---	100.35'
21	(N89°43'51"E	---	12.98'
22	N03°31'56" W	100.00'	30.33'
23	07°26'08"	---	59.00'
24	N45°47'28"E	---	---
25	N89°48'28"E	---	---

BOUNDARY CONTROL AND SHEET INDEX MAP

⑤ INDICATES SHEET NUMBER

SURVEYOR'S NOTES

TRACT NO. 30696 CONTAINS 46 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE.

TRACT NO. 30696 CONTAINS 9.93 ACRES.

() INDICATES RECORD DATA PER PARCEL MAP NO. 16557, PMB 95/58-61.

[] INDICATES RECORD DATA PER PARCEL MAP NO. 14390, PMB 84/39-41.

<< >> INDICATES RECORD DATA PER PARCEL MAP NO. 13737, PMB 105/3.

(()) INDICATES RECORD DATA PER RS 83/93.

[[]] INDICATES RECORD DATA PER RS 81/1-4.

< > INDICATES RECORD DATA PER TRACT NO. 30694, MB 408/98-112, AND MEASURED

(*) INDICATES RECORD DATA PER TRACT NO. 30696-4, MB 422/36-46, AND MEASURED

1. Δ INDICATES SET 5/8" COPPER QUAD STEEL PIN 1/1-1/2" BRASS CAP STAMPED "LS 4547", FLUSH.

2. ○ INDICATES SET 1" IP & TAG "LS 4547", FLUSH, (RIV. CO. STD. "A" MON.) IN THE GROUND OR IN ASPHALT OR A NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN CONCRETE, FLUSH.

3. SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON SIDE LOT LINE PROJECTED IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

4. SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON SIDE LOT LINE FOR EC'S & BC'S AND CORNER OUTBOARDS IN LIEU OF FRONT LOT CORNERS.

5. SET 1" IP & TAG "LS 4547" FLUSH, (RIV. CO. STD. "A" MON.) IN THE GROUND OR IN CONCRETE AT ALL BEAR LOT CORNERS AND ANGLE POINTS IN LOT LINES, FLUSH, UNLESS OTHERWISE NOTED.

6. ALL MONUMENTS SHOWN AS SET SHALL BE SET IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE 461.9 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.

7. JJJJJJJ INDICATES RESTRICTED VEHICULAR ACCESS.

EASEMENT NOTES

1 AN EASEMENT IN FAVOR OF CALIFORNIA GAS TRANSMISSION CO. FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JANUARY 2, 1962 AS INSTRUMENT NO. 253 (CANNOT BE LOCATED FROM RECORD).

Δ INDICATES AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES PER PARCEL MAP NO. 14390, P.M.B. 84/39-41 (LIES WITHIN LEON ROAD).

Δ INDICATES AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES PER DOCUMENT RECORDED DECEMBER 14, 2005 AS INSTRUMENT NO. 2005-1028103.

4 INDICATES AN AVIGATION EASEMENT TO THE COUNTY OF RIVERSIDE PER DOCUMENT RECORDED JANUARY 12, 2007 AS INSTRUMENT NO. 2007-0029508 (BLANKET EASEMENT)

ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION IN ECS BOOK 477 PAGE 466 AND THE CONSTRAINTS AFFECT ALL LOTS IN THE SUBDIVISION.

SEE SHEET 2 FOR BOUNDARY CONTROL MAP AND BASIS OF BEARINGS NOTE.

SEE SHEET 4 FOR MONUMENT NOTES.

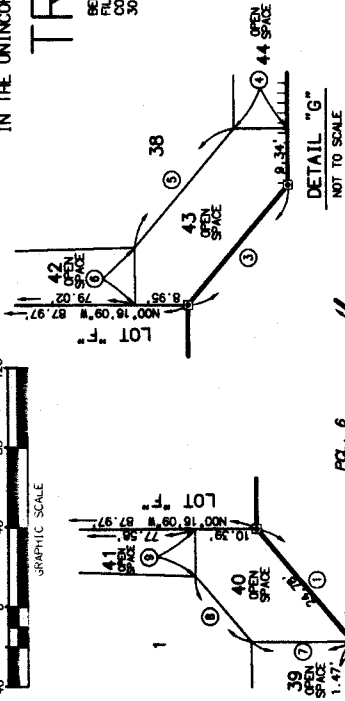
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 30696

BEING A SUBDIVISION OF PORTIONS OF PARCELS 5 AND 6 OF PARCEL MAP NO. 14390
FILED IN BOOK 84, PAGES 39 THROUGH 41 OF PARCEL MAPS IN THE OFFICE OF THE
COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION
30, T. 6 S., R. 2 W., S.B.M.

RBF
CONSULTING
AUGUST, 2011

SEE SHEET 2 FOR BOUNDARY CONTROL MAP
AND BASIS OF BEARINGS NOTE.
SEE SHEET 3 FOR BOUNDARY CONTROL AND
SHEET INDEX MAP, VICINITY MAP, SURVEYOR'S
NOTES, ENVIRONMENTAL CONSTRAINT NOTE AND
EASEMENT NOTES.
SEE SHEET 4 FOR MONUMENT NOTES.



SHEET

SEE

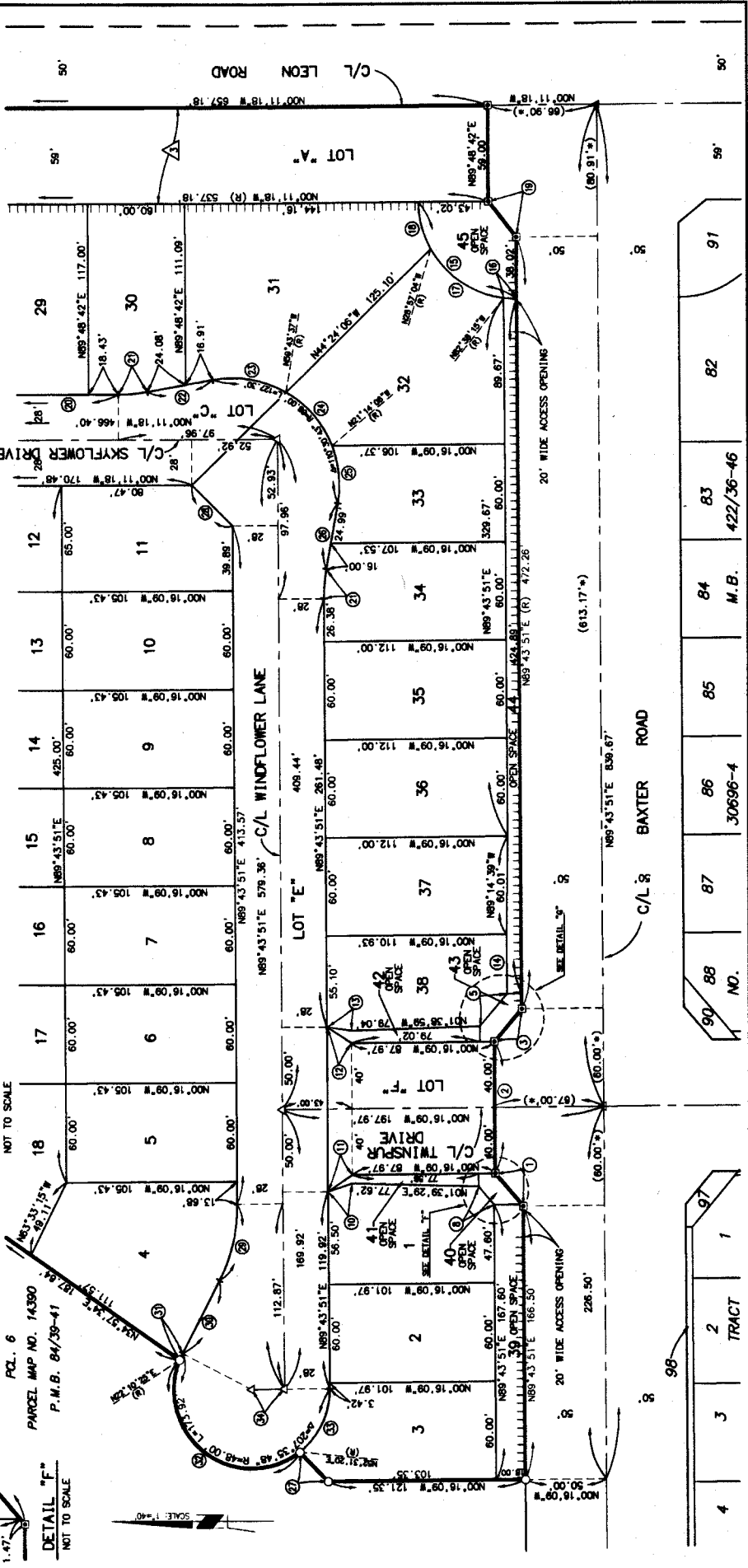
DETAIL "G"

NOT TO SCALE

DETAIL "F"

NOT TO SCALE

SCALE 1"=40'



90	88	87	86	85	84	83	82	91
NO.					M.B.			
					30696-4			
					422/36-46			

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

TRACT NO. 30696

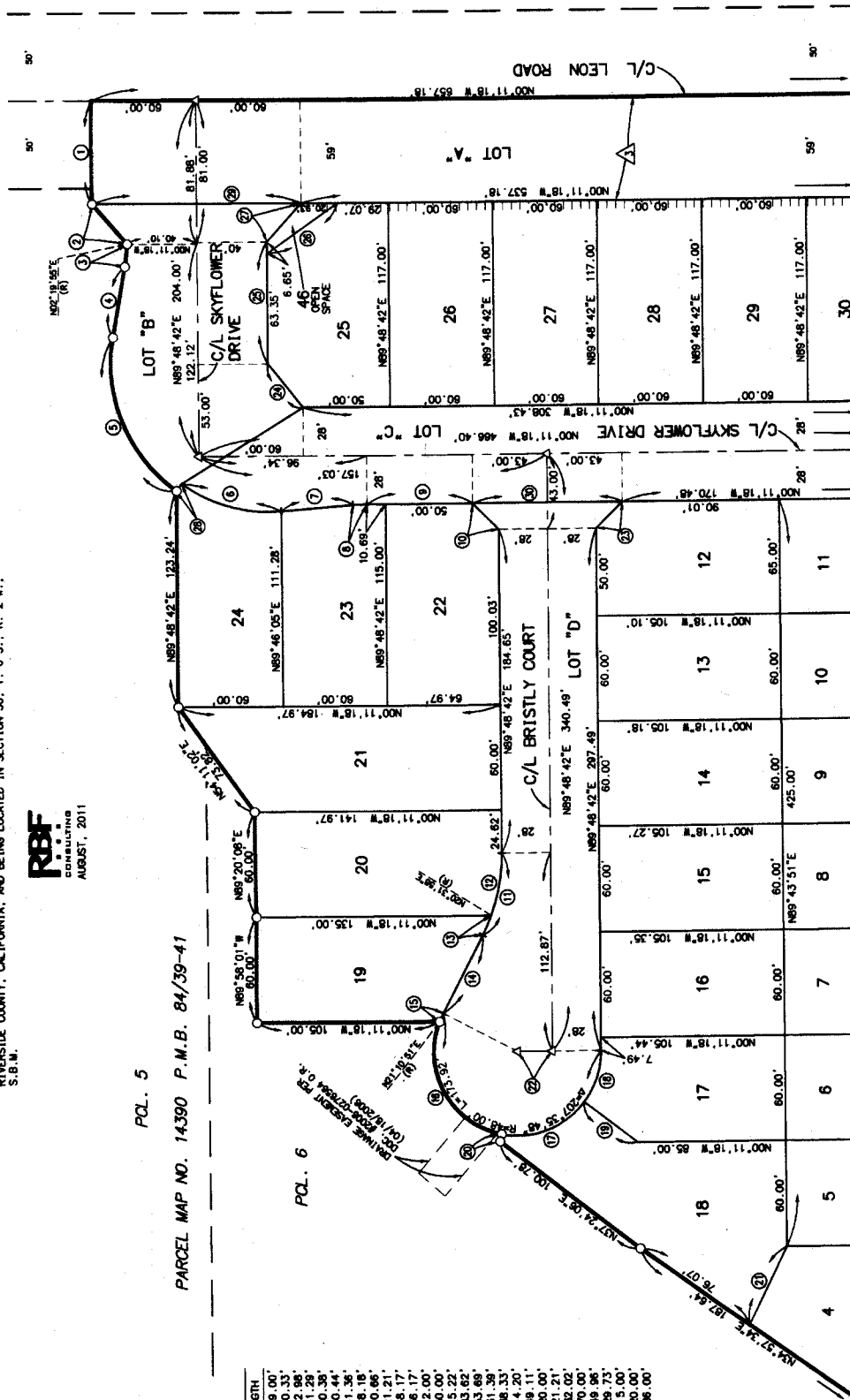
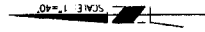
BEING A SUBDIVISION OF PORTIONS OF PARCELS 5 AND 6 OF PARCEL MAP NO. 14390 FILED IN BOOK 84, PAGES 39 THROUGH 41 OF THE OFFICIAL MAPS IN THE COUNTY RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 30, T. 6 S., R. 2 W., S.B.M.

RBF
CONSULTING
AUGUST, 2011

PCL. 5

PARCEL MAP NO. 14390 P.M.B. 84/39-41

NO.	BEARING/DELTA	RADIUS	LENGTH
1	N89°48'42"E	50.00'	50.00'
2	N48°47'28"E	30.33'	30.33'
3	N07°13'58"W	41.28'	41.28'
4	N63°54'13"E	90.00'	100.38'
5	N04°44'28"E	85.00'	60.44'
6	N04°52'37"W	100.00'	41.36'
7	N00°11'18"W	8.18'	60.66'
8	N44°48'42"E	21.21'	48.17'
9	N27°35'48"E	100.00'	36.17'
10	N20°43'16"E	100.00'	50.00'
11	N08°52'32"E	48.00'	5.22'
12	N63°33'15"W	48.00'	83.62'
13	N37°27'50"E	48.00'	31.39'
14	N37°16'32"E	48.00'	4.20'
15	N76°37'56"W	48.11'	20.00'
16	N45°11'18"W	21.21'	30.02'
17	N61°09'07"E	48.00'	29.73'
18	N57°54'52"W	5.00'	120.00'
19	N54°08'09"W	86.00'	86.00'
20	N00°11'18"W	—	—
21	N00°11'18"W	—	—
22	N00°11'18"W	—	—
23	N00°11'18"W	—	—
24	N00°11'18"W	—	—
25	N00°11'18"W	—	—
26	N00°11'18"W	—	—
27	N00°11'18"W	—	—
28	N00°11'18"W	—	—
29	N00°11'18"W	—	—
30	N00°11'18"W	—	—



SEE SHEET 2 FOR BOUNDARY CONTROL MAP AND BASIS OF BEARINGS NOTE.

SEE SHEET 3 FOR BOUNDARY CONTROL AND EASEMENT NOTES, ENVIRONMENTAL CONSTRAINT NOTE AND EASEMENT NOTES.

SEE SHEET 4 FOR MONUMENT NOTES.

SHEET

SEE

5