

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

831A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:

July 17, 2015

SUBJECT: Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement by and Between the County of Riverside and Riverside Mitland 03, LLC for Tract No. 32289. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Community Facilities District (CFD) No. 07-2 Road and Bridge Benefit District (RBBB) Fee Program Improvement Credit Agreement by and Between the County of Riverside and Riverside Mitland 03, LLC for Tract No. 32289, issuing RBBB credits in recognition of the project's financial participation in a CFD for the construction of Clinton Keith Road; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND:

Summary

Tract No. 32289 (Tract), consisting of 179 single family residential units, is owned by Riverside Mitland 03, LLC (Developer) and is located within the boundaries of CFD No. 07-2 (Clinton Keith Road CFD), which is administered by the County of Riverside (County) and for which the Tract was conditioned to participate in.

Patricia Romo
Assistant Director of Transportation

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: *Steven C. Horn*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: August 18, 2015
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 6/12/07, Item 3-36

District: 3

Agenda Number:

3-75

FORM APPROVED BY: JAMES T. JAMES
 COUNTY CLERK
 DEPARTMENTAL CONCURRENCE

A-30
 Positions Added
 4/5 Vote
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between the County of Riverside and Riverside Mitland 03, LLC for Tract No. 32289. 3rd District; [\$0]

DATE: July 17, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

The Clinton Keith Road CFD is a funding mechanism that provides a means to finance, in part, the Clinton Keith Road improvements from Antelope Road to State Route 79. The County has started the bid process for the next phase of these improvements, which are anticipated to start construction this fall. The Clinton Keith Road improvements are planned to be constructed by the Riverside County Transportation Department partially from the proceeds of special taxes levied and the proceeds of bond sales of the Clinton Keith Road CFD.

In addition, the Clinton Keith Road improvements have been identified as part of the Southwest Area RBBB and are to be among those facilities whose construction is to be partly financed by the collection of RBBB. Ordinance 460 established the RBBB Program that requires a developer to pay RBBB, 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.

On June 12, 2007, Agenda Item 3-36, the Board of Supervisors approved the Joint Funding, Credit, and Reimbursement Agreement, whereby parameters were established to establish the Clinton Keith CFD, sell special tax bonds, and grant developers credits against their applicable RBBB fees. Because the project will provide early financing towards the improvements of Clinton Keith Road by being part of the CFD bond sale, to be financed through a special assessment, Riverside Mitland 03, LLC is entitled to credit against RBBB fees in an amount equal to Riverside Mitland 03, LLC's share of net bond proceeds minus the aggregate Transportation Uniform Mitigation Fee (TUMF) bond credit per dwelling unit. The CFD special assessment is disclosed to potential buyers of the residential homes as part of their purchase transaction.

The County and the 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 the Developer's obligation to pay applicable Southwest Area RBBB Zone D for the Tract. Each residential unit constructed within the Tract is potentially eligible to receive RBBB credit in an amount equal to Riverside Mitland 03, LLC's share of net bond proceeds, minus the aggregate TUMF bond credit per dwelling unit, up to a maximum amount equal to the Southwest Area RBBB Zone D fee of \$2,197 per dwelling unit due at issuance of a certificate of occupancy for each unit applicable to the Tract.

Project Number: B2-04722

Impact on Residents and Businesses

CFD's are an important tool to fund the early delivery of infrastructure. It allows the County to provide early delivery of infrastructure 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. The CFD for the extension of Clinton Keith Road was established in 2007 in anticipation that this major transportation facility would be needed to support planned growth in the area. The extension of Clinton Keith Road will provide an additional critical transportation link between the French Valley area and Interstate 215, improving mobility, reducing congestion on alternate roads such as Los Alamos, and improving safety.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement
Credit Agreement between the County of Riverside and Riverside Mitland 03, LLC for Tract No. 32289. 3rd
District; [\$0]

DATE: July 17, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Vicinity Map

Credit Agreement

**COMMUNITY FACILITIES DISTRICT NO. 07-2
(CLINTON KEITH ROAD)
IMPROVEMENT CREDIT AGREEMENT
ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM**

18th This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of August, 2015, by and between the County of Riverside (the "County") and Riverside Mitland 03, LLC, a Delaware limited liability company (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. 32289 (the "Tract"), for which a Final Map was recorded on April 14, 2015, as Instrument No. 2015-0148327 and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Tract consists of 179 single-family residential units;

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 public facilities, which include the full-width arterial improvements of Clinton Keith Road from Antelope Road to State Route 79, including associated appurtenances and rights-of-way (the "Project");

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 Tract will contribute in part;

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;

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;

WHEREAS, the County, by adoption of Resolution No. 2001-317, as amended from time to time, reestablished the Southwest Area Road and Bridge Benefit District ("RBBB"), which consisted of three Zones, designated construction costs for certain road and bridge improvements to be funded by the Southwest Area RBBB, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the Southwest Area RBBB;

WHEREAS, the Clinton Keith Road Improvements have been identified as part of the Southwest Area RBBB, Zone "D" and to be among those facilities whose construction is to be financed, in part, by the collection of the Southwest Area RBBB fees within Zone "D";

WHEREAS, the Clinton Keith Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency from funding that includes the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Clinton Keith Road CFD;

WHEREAS, the qualified electors of the Clinton Keith Road CFD collectively and jointly with the County entered into an agreement entitled "Joint Funding, Credit and Reimbursement Agreement" dated June 12, 2007 and approved by the County Board of Supervisors on that same date, which established the parameters by which the CFD was formed, special tax bonds will be sold, and developers would receive credits against their applicable Transportation Uniform Mitigation Fee (TUMF) and RBBB fees;

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 Southwest Area RBBB, Zone "D" fees for the Tract; 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 and 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 RBBB Fee Credits

3.1 RBBB Fee Credits for Residential Dwelling Units: Upon issuance of the special tax bonds by CFD No. 07-2 (the "Bonds"), the Developer shall be entitled to credit against RBBB fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF Bond Credit per single-family dwelling unit (SFDU) or multifamily dwelling unit (MFDU) calculated for the Developer's Tract(s) pursuant to Section 6.1.(a) of the Joint Funding, Credit and Reimbursement Agreement (the "RBBB Fee Credit"). The RBBB Fee Credit may be applied against RBBB fees otherwise due and payable at the time of issuance of a certificate of occupancy within the Tract(s) or, if Developer transfers all or a portion of its RBBB Fee Credit to other property within Zone D of the Southwest RBBB to such property. On the CFD Effective Date, the Developer will be entitled to receive building permits for SFDU or MFDU in tracts owned by the Developer without prior payment of RBBB fees. The Developer agrees that should the Bonds not be issued and sold within a reasonable period of time after the County's receipt of bids for the Project, the RBBB fees intended to be excused upon the issuance of the Bonds pursuant to this Section shall instead be due and owing to the County. Accordingly the Developer agrees to expeditiously make arrangements with the County for the payment of RBBB fees in respect of RBBB Fee Credits issued pursuant to this Section and applied by the Developer at the time of issuance of a certificate of occupancy for said unit(s) in anticipation of the issuance of the Bonds; and the Developer agrees to expeditiously make arrangements with the County for the payment of RBBB fees in respect of RBBB Fee Credits issued pursuant to this Section and transferred pursuant to Section 3.2 herein by the Developer in anticipation of the issuance of the Bonds.

3.2 Transfer of RBBB Fee Credits: Upon conveyance of any portion of a Tract to a third party that could utilize any RBBB Fee Credit earned pursuant to this Agreement, the Developer shall have the option to retain the RBBB Fee Credits or provide 30 days' written notice to the County of the conveyance, the name of the entity to which the property is being conveyed, the number of units being conveyed, the amount of RBBB Fee Credits represented by the conveyance, and request that the County prepare credit notices that represent the amount of RBBB Fee Credits to be retained by the Developer and the amount of RBBB Fee Credits to be transferred to the third party. The County shall not unreasonably deny the Developer's request for the transfer of RBBB Fee Credits and, if approved by the County, the credit notices will be issued within 20 days of the County's written notice of approval. In addition, the Developer's right to RBBB Fee Credits pursuant to this Agreement may be used by the Developer with respect to, or transferred or conveyed to another developer for its use with respect to any other property within Zone D of the Southwest Area RBBB in accordance with the procedures set forth herein. If the Developer elects to use, transfer or convey such RBBB Fee Credits with respect to any other property within Zone D of the Southwest Area RBBB (other than within the Tract(s)), then the County shall prepare fee credit notices in accordance with the procedure set forth herein. The provisions of Section 4.1 herein requiring an assignment and assumption agreement shall not apply to the transfer or conveyance of fee credits only and shall only apply when the fee credits are assigned in conjunction with the transfer or conveyance of lots within the Tract(s).

3.3 RBBB Fee Reimbursement: If and to the extent the Developer pays Southwest Area RBBB fees with respect to development within the Tract(s) prior to the issuance

of the Bonds, but not earlier than the CFD Effective Date, the County shall reimburse the Developer from Southwest Area RBBB fees collected in the amount equal to the credit earned against such fees pursuant to this Agreement. In addition, if the Developer pays RBBB fees with respect to a Tract on or subsequent to the issuance of the Bonds, and credits earned pursuant to this Agreement were not accounted for in calculating the amount of such payments, the County shall reimburse the Developer from RBBB fees collected in the amount of overpayment upon receipt of the Developer's written notice of such overpayment. The timing of any RBBB fee reimbursement will be contingent upon the availability of funds in the Southwest Area RBBB, and reimbursements may be made in multiple payments. Pursuant to Ordinance 460, the right to reimbursement expires 15 years after the execution of this Agreement.

3.4 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 Advance"). If prior to issuance of the Bonds, (i) the Developer has made a Project Advance and requests that a certificate of occupancy be issued for a SFDU or MFDU constructed within the Tract(s) owned by such Developer, (ii) such Developer requests that such Project Advance be applied as a credit against the RBBB fees then applicable to such Tract(s), and (iii) the amount of such Project Advance not previously applied as a credit pursuant to this subsection is at least equal to the amount of such RBBB fee, the County may issue a credit to the Developer for such RBBB fee 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.

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 Section 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 RBBB Credit amount for each SFDU developed on a lot within the Tract or for each MFDU 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, its elected officials, directors, officers, employees, agents and representatives, individually or any combination thereof (the "Indemnified Parties"),

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 may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, 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 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 Other Agreements: Nothing contained herein shall be construed as affecting the County's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Tract(s), which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement.

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, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To Developer: Riverside Mitland 03, LLC
Attention: Adrian Peters
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Phone No. (714) 200-1603
Fax No. (714) 200-1861

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 Interpretation; 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 its officers, personnel, employees, agents and representatives, except as otherwise specified in this Agreement. All references to the County include its elected officials, directors, officers, employees, agents and representatives, 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 Amendments: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.

4.10 Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

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: 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 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

4.16 Time is of the Essence: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.

4.17 Merger Clause: This Agreement contains the entire agreement between the Parties with respect to matters specifically addressed herein and supersedes any prior oral or written statements, negotiations, or understandings concerning such matters which are hereby merged into this Agreement.

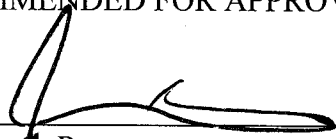
4.18 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures of Parties on Following Pages]

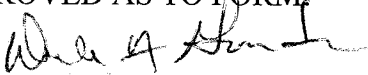
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

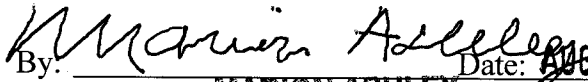
RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO FORM:

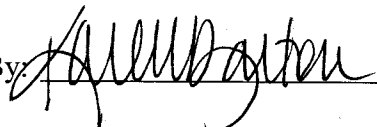

By: Dale A. Gardner
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:  Date: AUG 18 2015
MARION ASHLEY
Chairman, County Board of Supervisors


ATTEST:

Kecia Harper-Ihem
Clerk of the Board

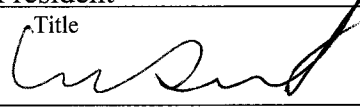
By:  Date: AUG 18 2015
Deputy

DEVELOPER

Riverside Mitland 03, LLC, a Delaware limited liability company

By: 
Richard T. Whitney
Printed Name

President
Title

By: 
William B. Seith
Printed Name

Secretary
Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

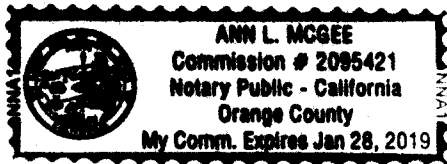
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On June 30, 2015 before me, Ann L. McGee, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William B. Seith
Name(s) of Signer(s)

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 Ann L. McGee
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

BRITISH MAA
BRITISH MANUFACTURING ASSOCIATION
BRITISH MANUFACTURING ASSOCIATION
BRITISH MANUFACTURING ASSOCIATION
BRITISH MANUFACTURING ASSOCIATION
BRITISH MANUFACTURING ASSOCIATION



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On July 1, 2015 before me, Monika Beth Rothenburger,
Date Here Insert Name and Title of the Officer

Notary Public

personally appeared Richard T. Whitney
Name(s) of Signer(s)

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 Monika Beth Rothenburger
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

My Comm. Expires April 1, 2015
Orange County
Petty Police Officer
Commission # 117341
DORIS B. LAMBERG



EXHIBIT "A"

VICINITY MAP AND FINAL TRACT MAP

[ATTACHED BEHIND THIS PAGE]

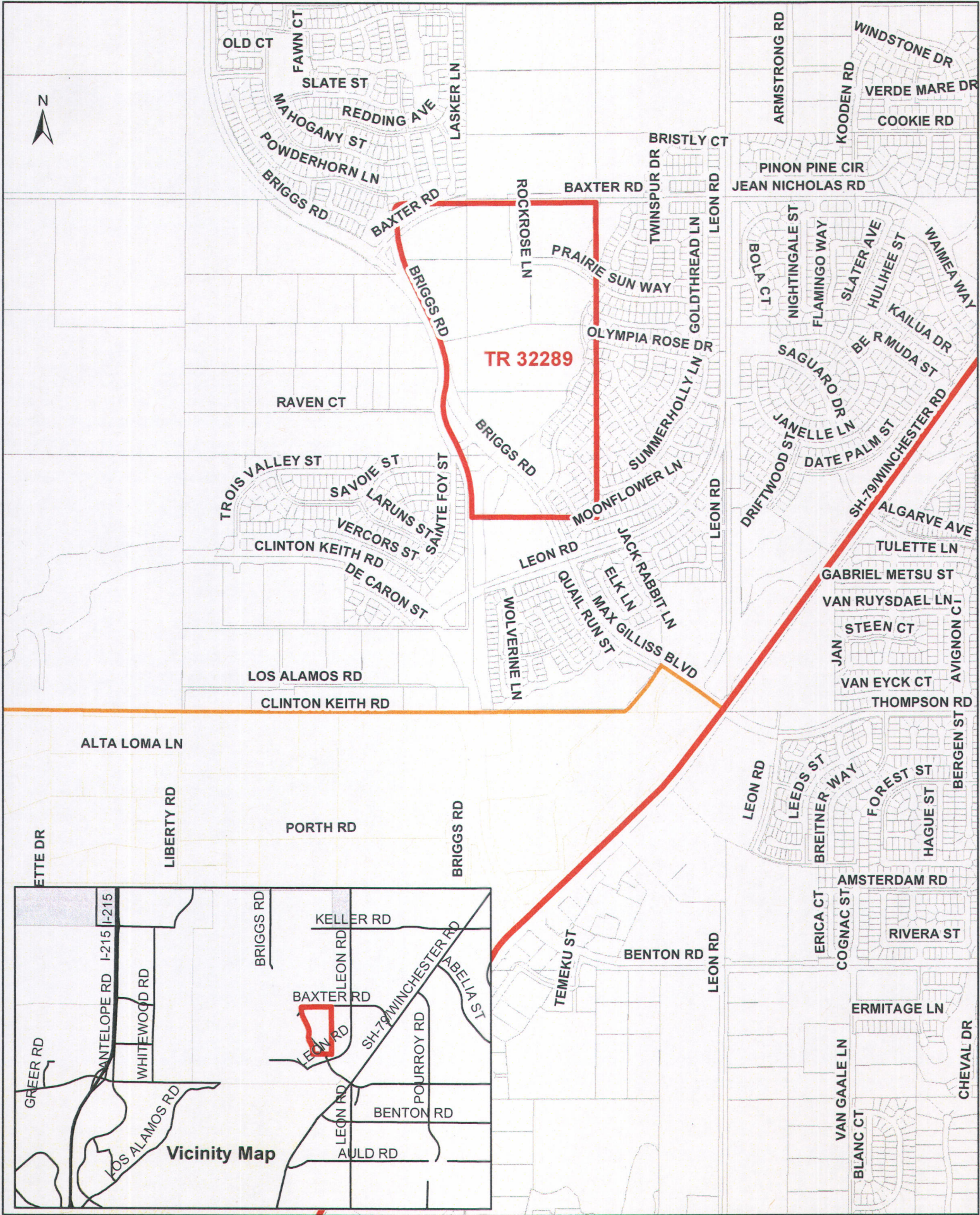
0 625 1,250 2,500 Feet

1 inch = 1,250 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 7/8/2015

TR32289 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 resell this map.



TR 32289

Vicinity Map

COPY

SHEET 2 OF 20 SHEETS

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

TRACT NO. 32289

BEING A SUBDIVISION OF LOTS "L", "M", "N" AND "O" AND PORTIONS OF PARCELS 2, 3, 5, 15, 16 AND 17 OF PARCEL MAP NO. 76557 FILED IN BOOK 95, PAGES 58 THROUGH 61, INCLUSIVE, AND PARCEL MAPS: PORTIONS OF PARCEL MAP NO. 30694, PAGES 10 AND 11, INCLUSIVE, AND PARCEL MAP NO. 4097, PAGES 10 AND 11, INCLUSIVE, RECORDED MARCH 17, 2011 AS INSTRUMENT NO. 11-0120003 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTIONS 30 AND 31, T. 6 S., R. 2 W., S.B.M.

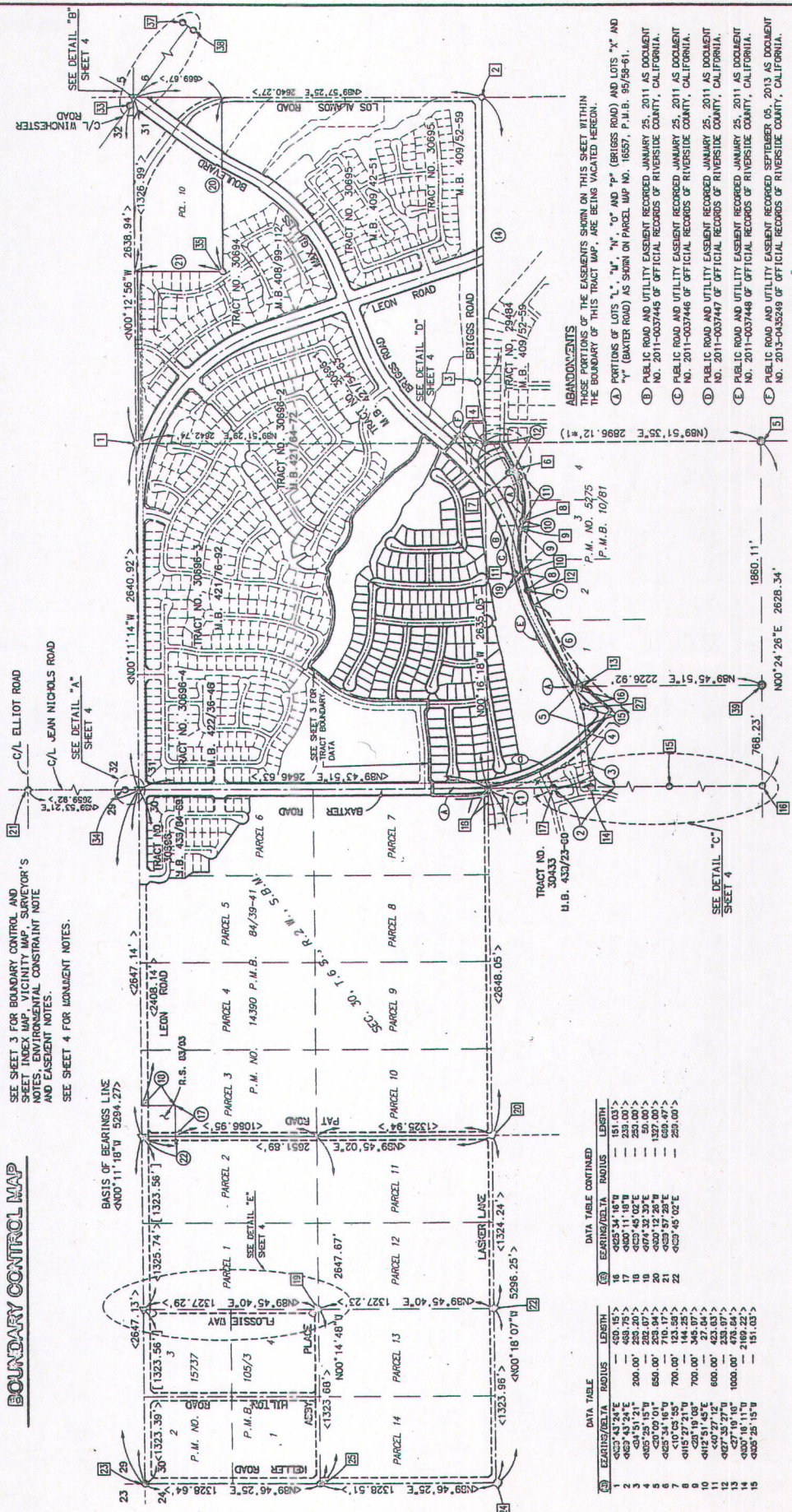
BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS A PORTION OF THE CENTERLINE OF LEON ROAD BEING "N00°11'18"W AS SHOWN ON A MAP OF TRACT NO. 30694 FILED IN BOOK 408, PAGES 10 AND 11, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.



BOUNDARY CONTROL MAP

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.

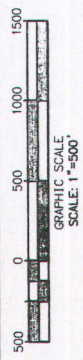


DATA TABLE

STATION	BEARINGS/Delta	RADIUS	LENGTH
1	<S03°43'24"E	—	450.15' >
2	<S03°43'24"E	—	151.03' >
3	<S03°43'24"E	—	253.20' >
4	<S05°25'15"W	200.00'	282.07' >
5	<S05°09'01"W	650.00'	233.94' >
6	<S05°09'01"W	650.00'	233.94' >
7	<S05°09'01"W	650.00'	233.94' >
8	<S05°09'01"W	650.00'	233.94' >
9	<S05°09'01"W	650.00'	233.94' >
10	<S05°09'01"W	650.00'	233.94' >
11	<S05°09'01"W	650.00'	233.94' >
12	<S05°09'01"W	650.00'	233.94' >
13	<S05°09'01"W	650.00'	233.94' >
14	<S05°09'01"W	650.00'	233.94' >
15	<S05°09'01"W	650.00'	233.94' >

DATA TABLE CONTINUED

STATION	BEARINGS/Delta	RADIUS	LENGTH
16	<S05°09'01"W	650.00'	233.94' >
17	<S05°09'01"W	650.00'	233.94' >
18	<S05°09'01"W	650.00'	233.94' >
19	<S05°09'01"W	650.00'	233.94' >
20	<S05°09'01"W	650.00'	233.94' >
21	<S05°09'01"W	650.00'	233.94' >
22	<S05°09'01"W	650.00'	233.94' >



GRAPHIC SCALE
SCALE: 1"=500'



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

TRACT NO. 32289

BEING A SUBDIVISION OF LOTS "L", "M", "N" AND "O" AND PORTIONS OF PARCELS 2, 3, 5, 15, 16 AND 17 OF PARCEL MAP NO. 16557-1, FILED IN BOOK 95, PAGES 58, THROUGH 61, INCLUSIVE, OF PARCEL MAPS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND PARCEL "B" OF PARCEL MAP NO. 5197, RECORDED MARCH 17, 2011 AS INSTRUMENT NO. 2011-0120003, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTIONS 30 AND 31, T. 6 S., R. 2 W., S.B.M.

SURVEYOR'S NOTES

- TRACT NO. 32289 CONTAINS 201 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "P", INCLUSIVE.
- TRACT NO. 32289 CONTAINS 80.68 ACRES GROSS.
- () INDICATES RECORD DATA PER TRACT NO. 30696-1, MB 421-63, AND MEASURED
- [] INDICATES RECORD DATA PER TRACT NO. 30696-3, MB 421/76-92, AND MEASURED
- < > INDICATES RECORD DATA PER TRACT NO. 30694, MB 408/99-112 AND MEASURED
- (*) INDICATES RECORD DATA PER TRACT NO. 30696-4, MB 422/36-46, AND MEASURED
- (*) INDICATES RECORD DATA PER TRACT NO. 29464, MB 387/81-99, AND MEASURED
- (#2) INDICATES RECORD DATA PER DOCUMENT NO. 2005-1029103 RECORDED 12/14/2005 AND MEASURED.
- (#3) INDICATES RECORD DATA PER TRACT NO. 30433, M.B. 439/23-60

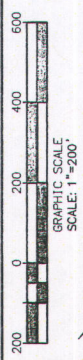
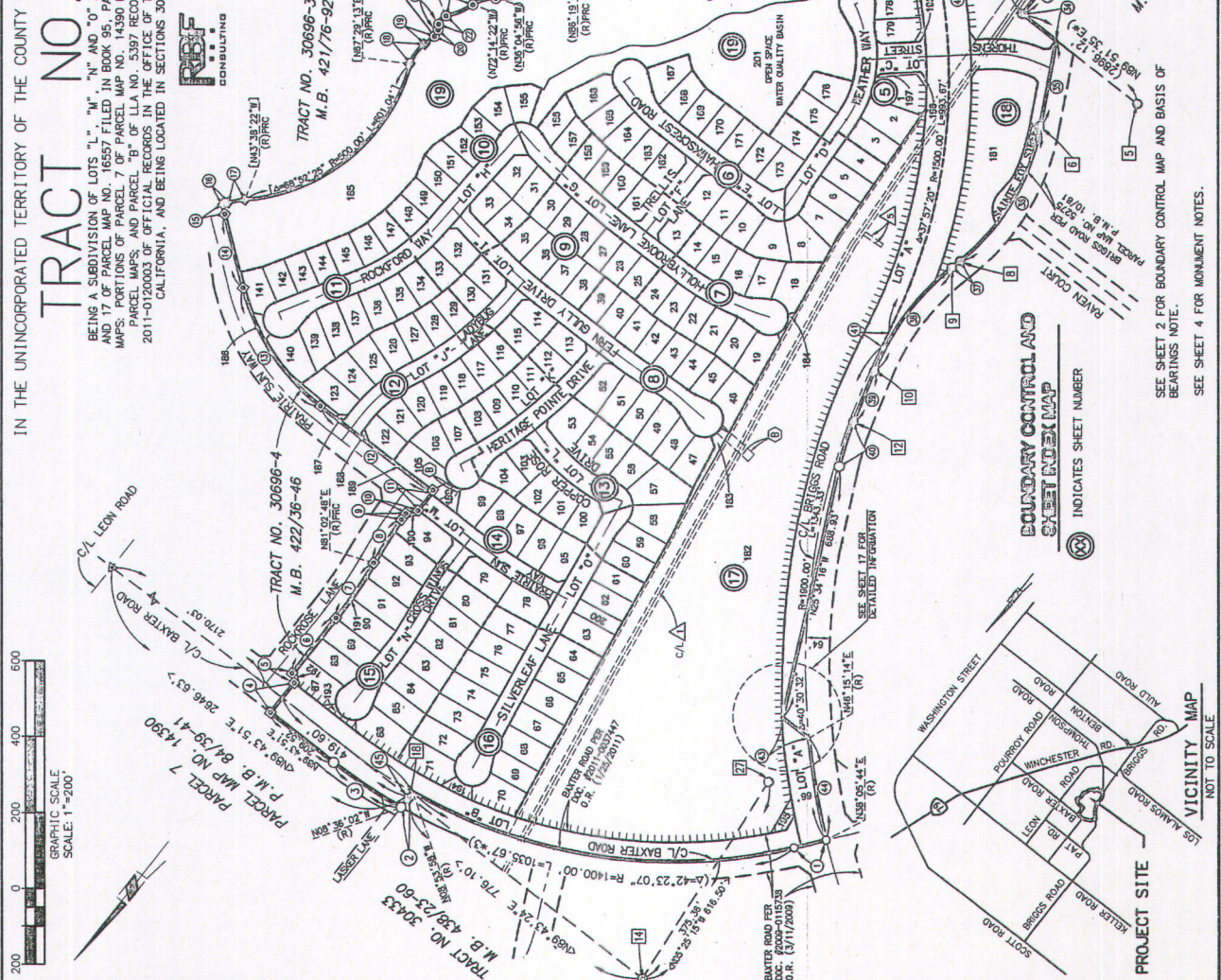
- 1. Δ INDICATES SET 1" IP & TAG "LS 7566", FLUSH, (RIV. CO. STD. "A" MON.).
- 2. SET NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON SIDE LOT LINE PROJECTED IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.
- 3. SET NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON RADIAL LINE FOR EC'S & BC'S AND CORNER CUTBACKS IN LIEU OF FRONT LOT CORNERS.
- 4. SET 1" IP & TAG "LS 7566", FLUSH, (RIV. CO. STD. "A" MON.) OR A NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN CORNER AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES, FLUSH, UNLESS OTHERWISE NOTED.
- 5. ALL MONUMENTS SHOWN AS SET ARE SET IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE 46.10 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- 6. LLLLLLLLLL INDICATES RESTRICTED ACCESS.
- 7. DRAINAGE EASEMENTS SHALL BE KEPT FREE AND CLEAR FROM BUILDINGS OR OBSTRUCTIONS.
- 8. CDR'S RECORDED AUGUST 21, 2006, INST. NO. 2006-0615439 O.R.

- ### EASEMENT NOTES
- Δ INDICATES THE CENTERLINE OF A 1 ROD (16.5') WIDE EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS CO. OF CALIFORNIA FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JULY 1, 1949 IN BOOK 1089, PAGE 312 OF OFFICIAL RECORDS.
 - Δ INDICATES A 30' WIDE EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS CO. OF CALIFORNIA FOR PIPELINE PURPOSES PER DOCUMENT RECORDED JULY 25, 1958 IN BOOK 2307, PAGE 115 OF OFFICIAL RECORDS.
 - Δ INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. FOR OVERHEAD AIRIAL AND UNDERGROUND ELECTRIC OR COMMUNICATION STRUCTURES PER DOCUMENT RECORDED MARCH 27, 1947 IN BOOK 824, PAGE 260 OF OFFICIAL RECORDS. (NO WIDTH GIVEN).
 - Δ INDICATES AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR (A) DRAINAGE PURPOSES AND (B) ACCESS PURPOSES PER DOCUMENT RECORDED DECEMBER 14, 2005 AS INSTRUMENT NO. 2005-1029103 OF OFFICIAL RECORDS.
 - Δ INDICATES A 10' WIDE EASEMENT IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PUBLIC UTILITY INGRESS & EGRESS PURPOSES PER DOCUMENT RECORDED NOVEMBER 3, 1949 IN BOOK 1121, PAGE 112 OF OFFICIAL RECORDS.
 - ④ INDICATES AN EASEMENT FOR OTHER PURPOSES DEDICATED HEREON TO EASTERN MUNICIPAL WATER DISTRICT.
 - ⑥ INDICATES EASEMENTS FOR DRAINAGE AND ACCESS PURPOSES DEDICATED HEREON TO PUBLIC USE.

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 92, PAGE 5.

STATION	BEARING/Delta	RADIUS	LENGTH
1	N89°42'22"E	---	87.42
2	N09°42'22"E	---	87.44
3	N00°00'00"E	---	210.84
4	N00°16'09"W	1450.00'	100.00'
5	N09°54'17"W	---	26.25'
6	N09°18'10"W	---	97.84'
7	N08°11'03"	1187.00'	136.32'
8	N08°11'03"	1283.00'	20.49'
9	N02°46'09"W	---	22.00'
10	N09°16'09"W	---	61.00'
11	N09°43'51"E	---	370.84'
12	N30°26'17"	583.00'	377.70'
13	N03°00'42"E	737.00'	202.16'
14	N03°00'42"E	---	15.83'
15	N03°00'42"E	---	15.83'
16	N03°00'42"E	---	15.83'
17	N03°00'42"E	---	15.83'
18	N03°00'42"E	---	15.83'
19	N03°00'42"E	---	15.83'
20	N03°00'42"E	---	15.83'
21	N03°00'42"E	---	15.83'
22	N03°00'42"E	---	15.83'
23	N03°00'42"E	---	15.83'
24	N03°00'42"E	---	15.83'
25	N03°00'42"E	---	15.83'
26	N03°00'42"E	---	15.83'
27	N03°00'42"E	---	15.83'
28	N03°00'42"E	---	15.83'
29	N03°00'42"E	---	15.83'
30	N03°00'42"E	---	15.83'
31	N03°00'42"E	---	15.83'
32	N03°00'42"E	---	15.83'
33	N03°00'42"E	---	15.83'
34	N03°00'42"E	---	15.83'
35	N03°00'42"E	---	15.83'
36	N03°00'42"E	---	15.83'
37	N03°00'42"E	---	15.83'
38	N03°00'42"E	---	15.83'
39	N03°00'42"E	---	15.83'
40	N03°00'42"E	---	15.83'
41	N03°00'42"E	---	15.83'
42	N03°00'42"E	---	15.83'
43	N03°00'42"E	---	15.83'
44	N03°00'42"E	---	15.83'
45	N03°00'42"E	---	15.83'



SEE SHEET 2 FOR BOUNDARY CONTROL MAP AND BASIS OF BEARINGS NOTE.
SEE SHEET 4 FOR MONUMENT NOTES.

INDICATES SHEET NUMBER

TR32289 Vicinity Map

1 inch = 1,250 feet
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 7/8/2015

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