ED COUNTY COUNSEL Departmental Concurrence

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



SUBMITTAL DATE: August 11, 2016

FROM: TLMA – Transportation Department

SUBJECT: Approval of the Clinton Keith Road Community Facilities District No. 07-2 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between the County of Riverside and Lennar Homes of California, Inc. for Tract No. 36437. 3rd District; [\$0]

*RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD) Transportation Uniform Mitigation Fee (TUMF) Program Improvement Credit Agreement between the County of Riverside (County) and Lennar Homes of California, Inc. (Developer) allowing for TUMF credits in recognition of the Developer's participation in the Clinton Keith Road CFD; and
- 2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo

Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next F	iscal Year:	To	otal Cost:	01	ngoing Cost: (Per Exec. Office)	À
COST	\$ 0	\$	0	\$	0	\$	Consent □ Policy V	_
NET COUNTY COST	\$ 0	\$	0	\$	0	\$	Consent □ Policy 🕼	
SOURCE OF FUN	DS: N/A				Ψ υ φ Budget Adjus		Budget Adjustment: No	

C.E.O. RECOMMENDATION:

For Fiscal Year:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Navs:

None

Absent:

None

Date:

August 23, 2016

XC:

Transp.

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

District: 3

Agenda Number:

Kecia Harper-Ihem

Clerk of the Board

2016/2017

Positions Added Change Order

4/5 Vote

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

FORM 11: Approval of the Clinton Keith Road Community Facilities District No. 07-2 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between the County of Riverside and Lennar Homes of California, Inc. for Tract No. 36437. 3rd District: [\$0]

DATE: August 11, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

Tract No. 36437 (Tract), consisting of 101 single-family residential units, is owned by Lennar Homes of California, Inc. and is located within the boundaries of the Clinton Keith Road CFD, which is administered by the County. The Clinton Keith Road CFD is a funding mechanism that provides a means to finance, in part, the Clinton Keith Road Extension, a multi-phased, a six-lane project from Antelope Road to State Route 79. Construction of the first phase of the project from Antelope Road to Whitewood Road is complete. Construction of the second phase of these improvements from Whitewood Road to Leon Road is in progress.

In addition, the Clinton Keith Road Improvements have been identified as part of the TUMF Regional System of Highways and Arterials (RSHA) and are to be among those facilities whose construction is to be partly financed 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.

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 form the Clinton Keith Road CFD, sell special CFD bonds, and grant developers within the CFD credits against their applicable TUMF and Road and Bridge Benefit District (RBBD) fees.

The Developer and the County now desire to enter into this credit 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 the applicable TUMF for the Tract. Each residential unit constructed within the Tract is potentially eligible to receive TUMF credits in an amount up to a maximum of 96% of the TUMF in effect at issuance of certificate of occupancy for each unit applicable to the Tract. The remaining 4% of the TUMF fee is paid for at the time of occupancy.

Project Number: B2-04722

Impact on Residents and Businesses

Community Facilities Districts (CFD) 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

The Developer is responsible for disclosing CFD special assessment to potential buyers of the residential homes as part of their purchase transaction.

ATTACHMENTS

Vicinity Map Agreement Feet

0 335 670 1,340

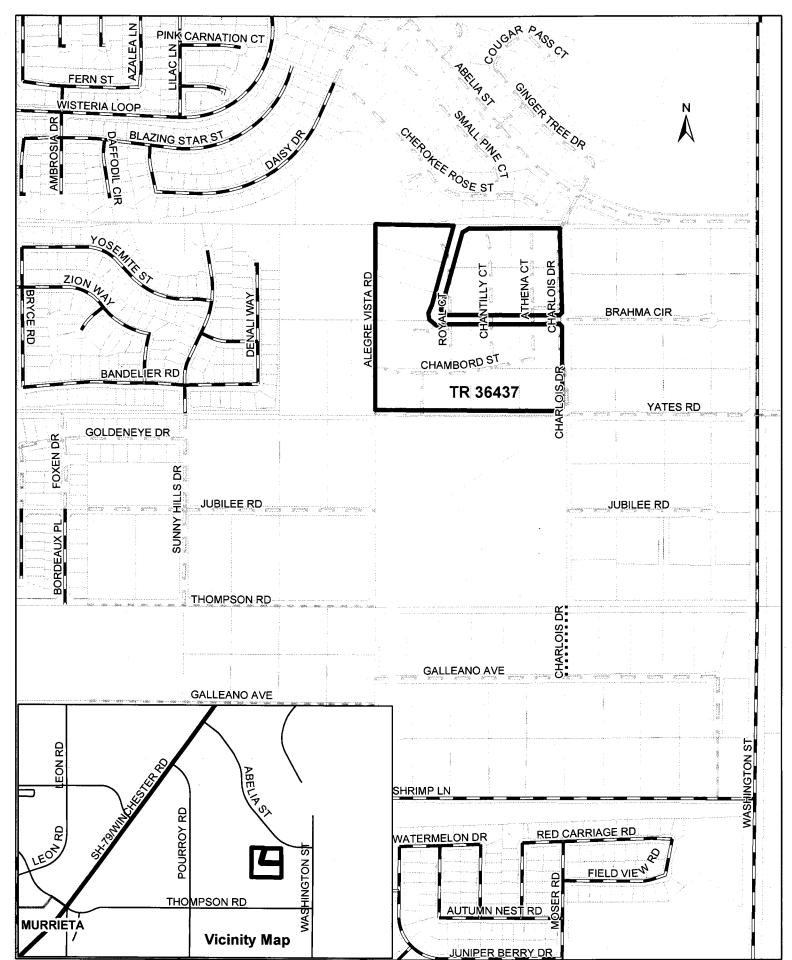
1 inch = 667 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)

Printed by almedina on 5/10/2016

Tract 36437 Vicinity Map The Courty of Riverside assumes no warranty or fegal responsibility for the information contained on this map. Data and information represented on this map is subject to subject to subject to the control of the contr





Contract No. 16-04-00
Riverside Co. Transportation

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 day of _______, 20 //_____, by and between the County of Riverside (the "County") and Lennar Homes of California, Inc., a California 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. 36437 (the "Tract"), for which a Final Map was recorded on December 23, 2015, as Instrument No. 2015-0554294 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 101 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 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;

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;

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 TUMF and Road and Bridge Benefit District (RBBD) 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 TUMF 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 <u>Incorporation of Recitals</u>: 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 <u>Construction of Improvements</u>: County shall be responsible for constructing the Clinton Keith Road Improvements.

3.0 TUMF Credits

- 3.1 <u>TUMF Credits (After Bond Issuance)</u>: Upon issuance of the special tax bonds by CFD No. 07-2 (the "Bonds"), the Developer shall be entitled to credit against TUMF fees in an amount equal to the Developer's Share of Net Bond Proceeds per single-family dwelling unit (SFDU) or multifamily dwelling unit (MFDU) calculated for the Developer's Tract pursuant to Section 6.1.(a) of the Joint Funding, Credit and Reimbursement Agreement. Each SFDU or MFDU constructed within the Tract shall be eligible to receive a TUMF credit in an amount up to 96% of the TUMF in effect at issuance of a certificate of occupancy for each such unit then applicable to the Tract (the "TUMF Bond Credit"), provided the Developer's Share of the Net Bond Proceeds equals or exceeds the aggregate amount of the Developer's TUMF Bond Credit per SFDU or MFDU for the Tract. If the Developer's Share of the Net Bond Proceeds is less than the amount equal to 96% of the TUMF then applicable per SFDU or MFDU, the Developer shall pay to the County the sum by which the amount equal to 96% of the TUMF then applicable to such units exceeds the TUMF Bond Credit per SFDU or MFDU in securing a certificate of occupancy for such units.
- 3.2 <u>Program Administration Amount</u>: The issuance of any TUMF credits 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 (the "Program Administration amount") be paid by the Developer to the County in accordance with the TUMF Ordinance, and will be transferred by the County to the Western Riverside Council of Governments (WRCOG) consistent with the TUMF Administrative Plan. The Program Administration amount represents the estimated maximum cost for administering the TUMF Program by WRCOG.
- of Bonds, the Developer requests that a certificate of occupancy be issued for each SFDU or MFDU constructed in 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 96% of the TUMF then applicable to the Tract (the "TUMF Security Amount"). After satisfying the conditions above, the County will issue a 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 will 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.
- 3.4 <u>TUMF Security Reimbursement (After Bond Issuance)</u>: If the Bonds are timely issued in accordance with the Joint Funding, Credit and Reimbursement Agreement, the County shall reimburse 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, provided the Developer's Share of the Net Bond Proceeds equals or exceeds the Developer's TUMF Security Amount per SFDU or MFDU for the Tract, or if the Developer's Share of the Net Bond Proceeds is less than the Developer's TUMF Security Amount per SFDU or MFDU, the Developer shall be reimbursed an amount equal to the Developer's Share of the Net Bond Proceeds per such units, 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. After having made the transfers required to be made pursuant to the preceding sentence, the County shall transfer to WRCOG all remaining amounts then on deposit in the TUMF Security Fund.

- 3.5 TUMF Security Disbursement (If No Bond Issuance): If the Bonds are not timely issued in accordance with the Joint Funding, Credit and Reimbursement Agreement, the County shall (i) to the extent that Special Taxes collected with respect to the Tracts for which a TUMF Security Amount was deposited with the County remain unexpended and unencumbered, 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), transfer to WRCOG all remaining amounts then on deposit in the TUMF Security Fund, 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 of the TUMF Administrative Plan. Upon such transfer, the TUMF applicable to each portion of the Tracts for which, in accordance with this Agreement, the TUMF Security Amount was deposited with, and the Program Administration amount was paid to, the County shall be deemed to have been paid as and when due.
- 3.6 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 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 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.
- 3.7 <u>RBBD Fee Credits</u>: Upon issuance of the Bonds, if the Developer's Share of the Net Bond Proceeds exceeds the aggregate amount of the Developer's TUMF Bond Credit per SFDU or MFDU for the Tract, the Developer shall be entitled to credit against RBBD fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF

Bond Credit per SFDU or MFDU calculated for the Developer's Tract(s) pursuant to a separate RBBD Fee Credit Agreement. If upon issuance of the Bonds, the Developer's Share of the Net Bond Proceeds is less than or equal to the aggregate amount of the Developer's TUMF Bond Credit per SFDU or MFDU for the Tract, RBBD fee credits shall not apply. However, if the Developer has previously made a Project Advance, RBBD fee credits may be issued against the amount of such Project Advance not previously applied as a credit, at the Developer's request.

4.0 Miscellaneous

- 4.1 <u>Assignment</u>: 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 TUMF credit amount for each single-family dwelling unit developed on a lot within the Tract or for each multifamily dwelling 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 <u>Relationship between the Parties</u>: 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 <u>Indemnification</u>: 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 <u>Warranty as to Property Ownership; Authority to Enter Agreement</u>: 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 <u>Notices</u>: 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, Director of Transportation

4080 Lemon Street, 8th Floor

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

To Developer: Lennar Homes of California, Inc.

Attention: Jeffrey T. Clemens 980 Montecito Drive, Suite 300

Corona, CA 92879

Phone No. (951) 817-3526 Fax No. (951) 817-3650

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 <u>Cooperation; Further Acts</u>: 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 <u>Interpretation; References; Captions</u>: 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 <u>Amendments</u>: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.
- 4.10 <u>Waivers</u>: 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 <u>Binding Effect</u>: 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 <u>Third Party Beneficiaries</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.13 <u>Invalidity: Severability</u>: 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 <u>Consent to Jurisdiction and Venue</u>: 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 <u>Attorneys' Fees</u>: 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 <u>Time is of the Essence</u>: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.
- 4.17 <u>Merger Clause</u>: 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 <u>Counterparts</u>: 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	DEVELOPER
By: Patricia Romo Director of Transportation	Lennar Homes of California, Inc., a California corporation By: Jeffrey T. Clemens Printed Name
APPROVED AS TO FORM:	Vice President Title
By: County Counsel Arm Gettis County Counsel	
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS: By: Denot Date: AUG 2 3	2016
JOHN J. BENOIT Chairman, County Board of Supervisors ATTEST: Kecia Harper-Ihem Clerk of the Board	
By: Date:AUG 2 3 20	16

Deputy

California All-Purpose Certificate of Acknowledgment

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

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

State of California) County of NWESTOC)
on June 27, 2016 before me, Beth Bruta, Notary Public, personally appeared Jeffrey T. Clemens
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ard subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(iss), and that by his/her/their signature(s) on the instrument the

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 Statement

BETH BRULEY
COMM. #2075619
Notary Public - California
Riverside County
My Comm. Expires July 24, 2018

(Seal)

RAIN BRUNEY
COMM. #CHITEETS Z
NOISY Cubic California
Givernich County
Hy Contra Endr Ma 24, 2015

EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]



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IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 16, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDING BASELINE AND MERIDIAN.

MDS CONSULTING

MAY, 2014

STANLEY C. MORSE L.S.3640

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT OF RESSAURT TO FASS A CLEAR TITLE TO SAID LUNG; THAT WE CONSENT TO THE MANONE AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOORDER LINE THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMANT FOR PUBLIC PURPOSES. LOTS "A "THROUGH T," INCLUSME. THE DEDICATION IS FOR STREET AND PUBLIC CHIPMOST.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 35, 55, 103, AND 106 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACULTES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING WITHIN LOT 103, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DEMANAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAININGE FACULTIES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES:
LOT 102, AS WATER GUALITY BASIN, AS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR
SUCCESSIONS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY AND INSPECTION EASEMENT OVER ALL OF LOT 102. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOTS 103 THROUGH 107, INCLUSIVE, AS OPEN SPACE, AS SHOWN INDECON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSIONS, ASSIGNESS AND LOT OWNERSE WITHIN THIS TRACT MAP.

AS A CONDITION OF DEDICATION "1", CHARLOIS DRIVE THE OWNERS OF LOTS 1 THROUGH 8 AND LOTS 98 THROUGH 101, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH THE WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMBHT OF TRAVEL ANY CHANCE OF ALCANIENT ON WORTH THAT RESULTS IN THE WACATION THEREOF SHALL TEXNINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART WACATED.

OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

JEFFERY T. CLEMENS
VICE PRESIDENT
LENNAR HOMES OF CALIFORNIA, INC.

ARANDONMENT NOTE:

PURSUANT TO SECTIONS 66434 and 66499.20 1/2 of the subdivision MAP act, the approval and recordation of this tract MAP constitutes abandonment of the following:

THE EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES (LOTS "A" THROUGH "F") AS SHOWN ON TRACT NO. 7676, M.B. 122/77

THE EASEMENTS FOR ROADS, SLOPES AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77.

THE EASEMENTS FOR DRAINAGE AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY CIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM SPRINGS VALLEY AREA DRAWAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERMSORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF PORIONACE 460 AND SECTION 66483, ET. SEQ., OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAWAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHER'S CHECK OR MONEY ORDER ONLY TO THE RINCESSOE COUNTY FLOOD CONTROL AND WATER CONSTRAINTON DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BULLDIAN PERIOD FOR THE SHADON OR BULLDIAN PERIOD FOR THE CASHON OR BULLDIAN PERIOD FOR THE CASHON OR BULLDIAN PERIOD TO FROM THE ORDER THE CASHON OR BULLDIAN PERIOD TO FINE THE ORDER THE UANCE OF THE ACTUAL PERMIT

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LUNS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNFAIN STATE, COUNTY, MUNICIPAL, OR LOCAL TAKES, OR SPECUAL ASSESSMENTS COLLECTED S TAKES, AND SPECUAL ASSESSMENTS COLLECTED S TAKES, AND SPECUAL ASSESSMENTS COLLECTED STATES.

DATE: PECEMBER 3 2015.
DON KENT
COUNTY TAX COLLECTOR

BY: Suec ౨స్ DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWENRS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED:

HENRY QUIGLEY, MARY QUIGLEY AND RICHARD MINI-JUI CHEN HOLDERS OF A DECLARATION AND DEDICATION OF EASEMENT FOR ROADWAY AND PUBLIC UTILITIES PURPOSES PER DOCUMENT RECORDED MARCH 16, 1981 AS INSTRUMENT NO. 45997 OFFICIA. RECORDS.

RECORDER'S STATEMENT

FILED THIS 2310 DAY OF DECEMBER 20 15 AT 2 19 4 M, IN BOOK 448

MAPS, AT PAGES 49-57 , AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2015-0554294

FEE \$ 21, 00
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: Yeur U.S

SUBDIVISION GUARANTEE: NORTH AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S STATEMENT

SULTELIVES. SIZELEMENT.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE RECIETS OF CV COMMUNITIES, LLC, A DELAWARE LIMITED LIBILITY COURPAIN, ON JUNIANT 26, 2013, IN HERBEY STATE HAT ALL THE MONUMENTS ARE OF THE CHAPACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIANT TO EMBELE THE SURVEY TO BE BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATE: 11-24 2015 Louley Mors STANLEY C. MORSE L.S. 3640 EXPIRATION DATE: 6/30/16

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERISION AND FROM TO BE STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OF TRACT NO. 58437 AS FILED, AMENDED AND APPROVED BY THE SAME AS IT APPEARED ON THE TENTANCE MAP OF TRACT NO. 58437 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON APRIL 8, 2014, THE EXPIRATION DATE BEING APRIL 8, 2017 AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRESPONDED.

DATE: DECEMBER 4. 20 15 P.L.S. 7611 FXPIRES 12-31-2016



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE. STATE OF CALIFORNIA, BY ITS BOARD OF SUPERNISORS, HEREBY APPROVES THE TRACT
MAP AND ACCEPTS THE OFFER(S) OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "I", INCLUSINE, FOR
PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MANTAINED ROAD SYSTEM SUBJECT
TO MEPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPT THE FOLLOWING ON BEHALF OF THE
COUNTY OF RIVERSIDE:

THE OFFER(S) OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON OF THE ACCESS EASEMENT FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, IS HEREBY ACCEPTED TO VEST ITILE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES.

THE OFFER OF DEDICATION MADE HEREON FOR THE EASEMENT OVER LOT 102 FOR WATER QUALITY AND INSPECTION PURPOSES IS HEREBY ACCEPTED.

DATE DUMANUM ST . 20 17

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: Mann Adullay
CHAIRMAN OF THE BOARD OF SUPERVISORS

KECIA HARPER-IHEM CLERK OF THE BOARD OF SUPERVISORS BY DEPUTY 2015-0554294 Objqisol

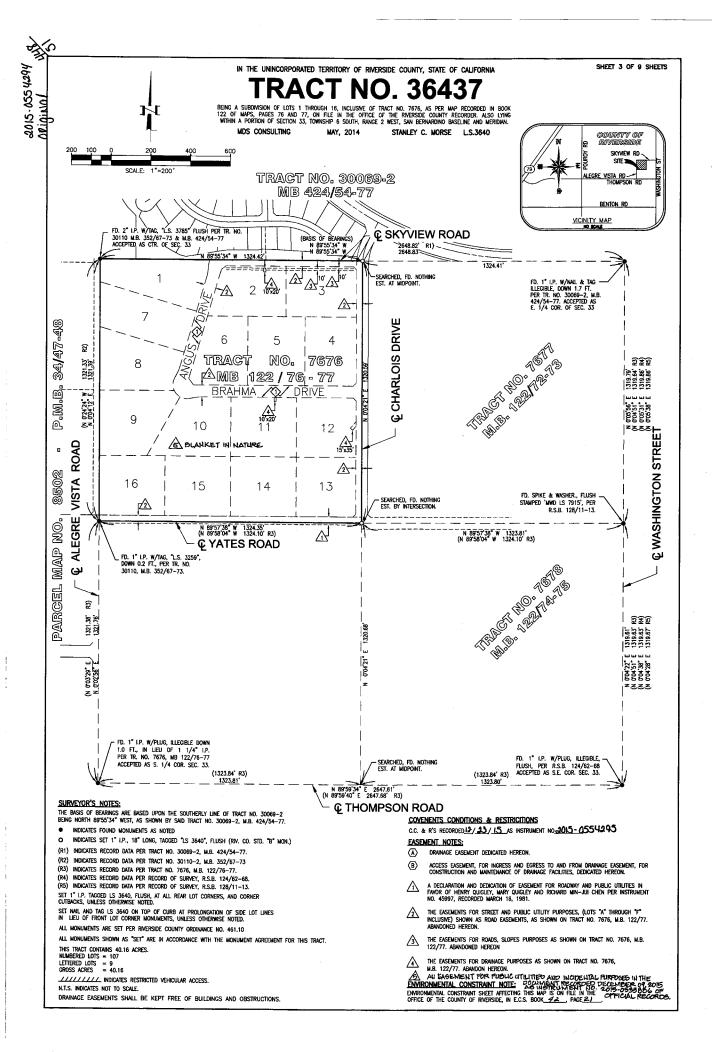
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 16, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDING BASELINE AND MERIDIAN.

MDS CONSULTING MAY, 2014 STANLEY C. MORSE LS.3640

COUNTY OF THUETSIZE SS CERTIFICATE INDIVIDUAL ACCURACY,	PUBLIC OR OTHER OFFICER COMPLETING THIS VERIFIES ONLY THE IDENTITY OF THE WHO SIGNED THE DOCUMENT TO WHICH THIS IS ATTACHED, AND NOT THE TRUTHFULNESS, OR VALIDITY OF THAT DOCUMENT. E. BOLH BRULLY CLEMENS	COUNTY OF	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THAT DOCUMENT. BEFORE ME,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED IN HIS/REP/TREIR AUTHORIZED CAPACITY(RES), AND THAT BY IT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE	TO ME THAT HE/SHE/THEY EXECUTED THE SAME HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT	SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACK IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND	RY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/A NOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SA THAT BY HIS/HER/THER SIGNATURE(S) ON THE INSTRUME WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT
1 CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF PARAGRAPH IS TRUE AND CORRECT.	THE STATE OF CALIFORNIA THAT THE FOREGOING	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE PARAGRAPH IS TRUE AND CORRECT.	IE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGO
WITNESS MY HAND AND OFFICIAL SEAL.		WITNESS MY HAND AND OFFICIAL SEAL.	
SIGNATURE OF OFFICER	MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE	SIGNATURE OF OFFICER	MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY
BOH Bruley PRINT NAME	ny commission expires <u>July 24, 2018</u> ≠2075619	PRINT NAME	MY COMMISSION EXPIRES



0 335 670 1,340 1 inch = 667 feet Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe) Printed by almedina on 5/10/2016

Tract 36437 Vicinity Map The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information remained on this map. Data and information may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not core or resell this map.



