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



3.57 (ID # 3030)

#### **MEETING DATE:**

Tuesday, March 7, 2017

FROM: TLMA-TRANSPORTATION:

SUBJECT: TLMA TRANSPORTATION: 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 Riverside

Mitland 03, LLC for Tract No. 32290-1. 3rd District; [\$0]

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

 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 Riverside Mitland 03, LLC (Developer) allowing for TUMF credits in recognition of the Developer's participation in the Clinton Keith Road CFD; and

2. Authorized the Chairman of the Board of Supervisors to execute the same.

**ACTION: Policy** 

Patricia Romo, Director of Transportation 1/27/2

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington and Ashley

Nays:

None

Absent:

None

Date:

March 7, 2017

XC:

TLMA-Transp.

3.57

Kecia Harper-Ihem

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

FINANCIAL DATA	Current Fisc	cal Year:	Next Fisca	l Year;	Total C	Cost:	Ongoir	ng Cost	
COST	\$	0	\$	0	\$	0	\$	0	
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	
SOURCE OF FUNDS	• N/A	N/A					Budget Adjustment: No		
	14// (						For Fiscal Year: 16/17		

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

Tract No. 32290-1 (Tract) consisting of 212 single-family residential units, is owned by Riverside Mitland 03, LLC 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

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

County Counsel has approved the Agreement as to form.

#### 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.

#### Contract History and Price Reasonableness

N/A

#### **ATTACHMENTS:**

Vicinity Map
Agreement with Exhibit "A"

2/1/2017

Tina Grande,

lyst

Gregory J. Priamos, Director County Counsel

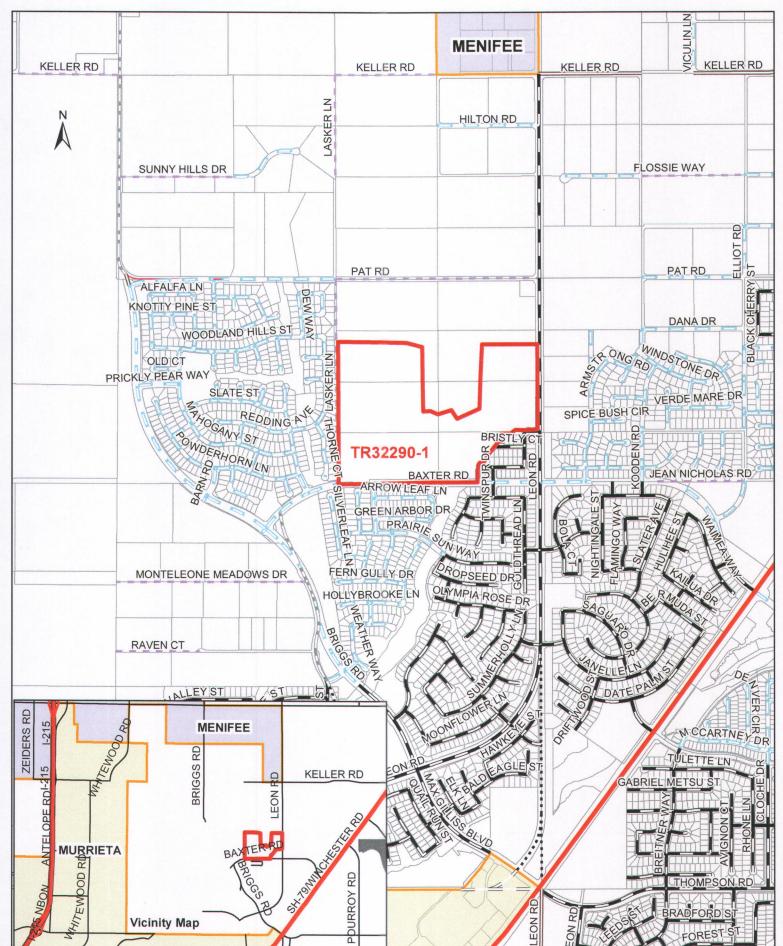
Da*le Gardner* 

2/1/2017

Feet
0 625 1,250 2,500
1 inch = 1,250 feet
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 11/7/2016

Tract 32290-1 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.





Contract No. 17-01-003
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 www., 20 12 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. 32290-1 (the "Tract"), for which a Final Map was recorded on November 17, 2016, as Instrument No. 2016-0514848 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 212 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;

CFD 07-2 (Clinton Keith Rd CFD) TUMF Improvement Credit Agreement Riverside Mitland 03, LLC TR 32290-1 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 TUMF Credits (After Bond Issuance): 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.
- 3.3 TUMF Security Deposit (Prior to Bond Issuance): If prior to the issuance 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 CFD 07-2 (Clinton Keith Rd CFD)

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.

- 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 RBBD Fee Credits: 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 CFD 07-2 (Clinton Keith Rd CFD)

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 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 <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 CFD 07-2 (Clinton Keith Rd CFD)

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: County of Riverside

Transportation Department

Patricia Romo, Director of Transportation

4080 Lemon Street, 8<sup>th</sup> Floor

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

To Developer: Riverside Mitland 03, LLC

Attention: Adrian Peters

3200 Park Center Drive, Suite 1000

Costa Mesa, CA 92629 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 <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, CFD 07-2 (Clinton Keith Rd CFD)

TUMF Improvement Credit Agreement

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</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 CFD 07-2 (Clinton Keith Rd CFD)
  TUMF Improvement Credit Agreement
  Riverside Mitland 03, LLC

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TR 32290-1

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	<u>DEVELOPER</u>
RECOMMENDED FOR APPROVAL:  By: Patricia Romo	Riverside Mitland 03, LLC a Delaware limited liability company  By:
Director of Transportation	David E. Bartlett Printed Name
APPROVED AS TO FORM:	Vice President Title
Dale A. Gardner	By: Melwhy
County Counsel	Richard T. Whitney Printed Name Chief Financial Officer
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:  By Date: MAR 07 20	Title
JOHN TAVAGLIONE Chairman, County Board of Supervisors	
ATTEST: Kecia Harper-Ihem Clerk of the Board	
By Date: MAR 07	2017

Deputy

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

STATE OF CALIFORNIA )
COUNTY OF Orange ) ss.
On
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.

MEAGAN KNECHT
COMM. #2117799
Notary Public-California
ORANGE COUNTY
My Comm. Exp. JUNE 28, 2019

Notary Public

#### **EXHIBIT "A"**

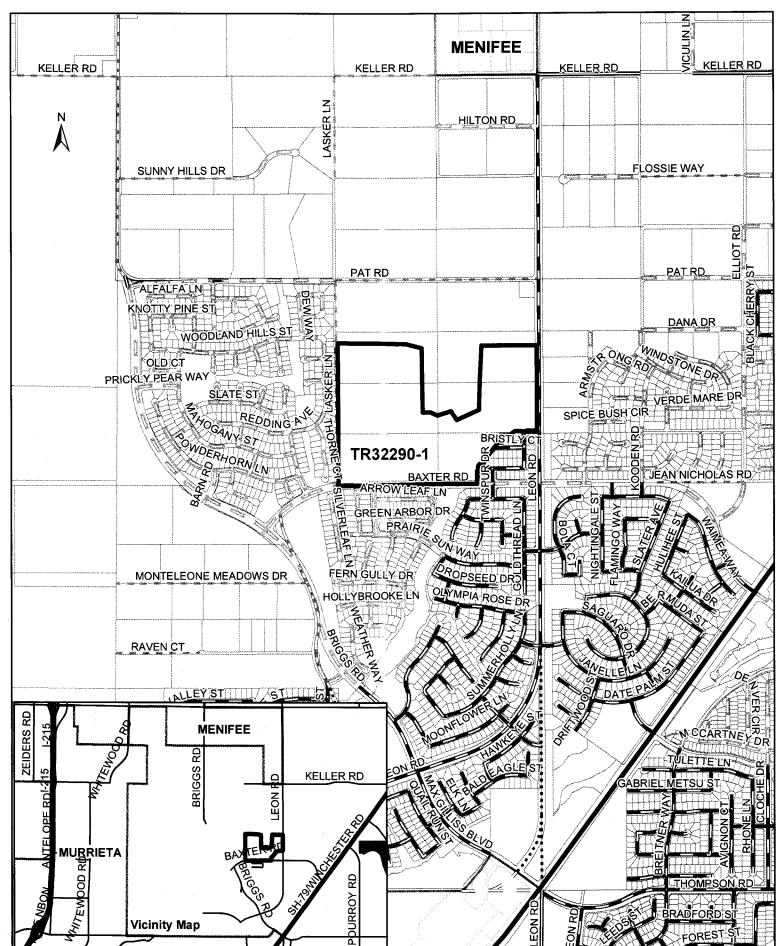
#### VICINITY MAP AND FINAL TRACT MAP

[ATTACHED BEHIND THIS PAGE]

Feet
0 625 1,250 2,500
1 inch = 1,250 feet
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 11/7/2016

Tract 32290-1 Vicinity Map The County of Riverside assumes no warranty or legal responsibility for the introduce or trained on the 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 cropy or reself this map.





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AS A CONDITION OF THE DEDICATION OF LOT "A" (SPENCERS CROSSING PARKANY), LOT "V" (SILVE LIPIER DRIP), DAY OF "V" (FLOW ROD) THE OWERS OF LOTS 97 THROUGH 2022, 151 THROUGH 2027, PLOW ROD) THE OWERS OF LOTS 97 THROUGH 2027, 151 THROUGH 2021, AM LIT INCLUDENCE SECRET OF REAST AND CARRIES SECRET OF THE OWER PROPERTY OF THE OWER PROPERTY OF THE OWER PROPERTY OF THE OWER PROPERTY OF ALL OWER THROUGH 2021, THROUGH 2021, DESCRIPTION OF STAND PROPERTY OF ALL OWER THROUGH AT THE OWER PROPERTY OF THROUGH AT THRO

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EAST-BAT FOR PLELLC PAPPOSES. DOBANNEE SESSENCY LIVEN STITHIN LOTS 212, 231, AND 222, INCLUSIVE, AS SHOWN HEREON. THE EDEDICATION IS FOR ALCO COMPIED, PREPOSES AND FOR THE CONSTRUCTION AND MANDREANCE OF FACEO COMPIRED, PAPPOSES AND FOR THE CONSTRUCTION AND

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THE ROLL OFFICERY DESCRIBED BEION IS ODDICATED AS AN EXSENDENT FOR PUBLIC PARPOSES.
UNDSTANDENT TO ADMISSIVE. HE EDICATION IS TOK (1) OVE-FOOT BARRIERS
SIRVER FOR AGUS ACCESS PARPOSES.

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THE REAL PROPERTY DESCRIPED BELOW IS RETAINED FOR PRIVATE PARPOSES, LOT 223 AS OPEN SPACE, AS SAWAN-HERGH FOR THE SALE EMERTTH OF CARRELVES, ONE SUCCESSORS, ASSERTED AND LOTS OWERES METHIN THIS TRACE, MAP.

RIVERSIDE MITLAND O3 LLC, A DELAWARE LIMITED LIABILITY COMPANY MA PANES RICHARD I. WHITHEY ₩

NOTARY ACKNOWLEDGEMENT

A NOTAY PUBLIC OR OTHER OFFICER COMPLETING THIS CRITIFICATE VERIFIES ONLY THE IDEALITY OF THE IDVIDIOUS HAS SERVED FOR OWALLY TO WHICH THIS CRITIFICATE IS ATTOMORED, AN WAT THE TREATHERS, ACCASARY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA SS.

COUNTY OF 115 2D<sup>2</sup> DAY OF SEPTEMBLE.

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

WITHERS IN HAND AND OFFICIAL SEAL. IN PRINCIPAL, PLACE OF BUSINESS CHAIN PARTICLE IN SOCIATIVE STATE IN COMMISSION ROPERS ZUTSTATE IN COMMISSION ROPERS ZUTSTATE IN COMMISSION ROBERS ZUTSTATE TARY PUBLIC IN AND FOR SAID STATE COMMISSION EXPIRES JUNE 29, 2014 COMMISSION NUMBER 211449

# 32290-

STATE OF CALIFORNIA

RIVERSIDE,

R COUNTY REING A SERDIVISION OF PORTIONS OF LOTS "D" AND "E", TOGETHER WITH PORTIONS OF PARZELS 5 THROUGH 9, INCLUSINE, AS SORNIN ROTHORS. WHO IN THE OFFICE OF THE RUPRISTIDE COUNT RECORDER, TOGETHER WITH A PORTION OF LOT 819 AS SORNIN ON THACH NO. 904.5 FLLID IN BOOK 438, PAGES 23 THROUGH 60. INCLUSINE OF WAPS IN THE OFFICE OF THE RUPRISTICE COUNTY RECORDER. L'ITING WITHIN SECTION 30, T.45S., T.85., T.85.,

# INTERNATIONAL SEPTEMBER 2015 Michael Baker

SURVEYOR'S STATEMENT
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ONE OR REPRESENTANCE OF THE SUBDIVISION WE AND THE OF AND LOCAL CONDINNER. AT IT RECOGNED THE THE CONTRACT STATE THE WEAR STATE OF THE WEAR STATE OF THE WEAR STATE OF THE WEAR STATE OF THE WEAR STATE WEAR STATE OF THE SUBJECT OF THE WEAR STATE OF TH

DATE SEPT. 14 , 2016 JOHN R. DUOUETTE, PG 7566
EXPIRES 12-31-2017



COUNTY SURVEYOR'S STATEMENT

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20/6 10.26



RICHARD G. LANTIS
COUNTY SURVEYOR
L. S. NO. 7611
EXPIRES 12-31-2016

VALLEY-WIDE RECREATION AND PARK DISTRICT

VALEY-WIDE RECREATION AND PARK DISTRICT HERBY ACCEPTS THE EASEMENTS
OVER LOTS 213 THROUGH 220, INCLUSIVE, AND 232 THROUGH 234, INCLUSIVE, FOR
OPEN 1976E, AND LANDSCAPE MAINTENANCE PURPOSES, AND OVER LOT 231 FOR
LANDSCAPE MAINTENANCE PURPOSES.

**3**007. DATE: OCT. R4

DEAN WETTER GENERAL MANAGER

SHEET 1 OF 15 SHEETS

FILED THIS LTI<sup>ND</sup> DAY OF MINIMUL. 20 III.
A I A.3328 M. IN BOOK 4.33— OF MAPS.
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AT THE EDIT OF THE OF THE CENTER OF THE CENTER OF THE THE CENTER OF THE THE CENTER OF THE THE ADMAN, ASSESSOR-ODWITY CLERK-RECORDER

→ DEPUTY Br: Gunal

SUBDIVISION GUARANTEE:
.....CHICAGO TITLE INSURANCE COMPANY

TAX COLLECTOR'S CERTIFICATE

THERBY CREATIFF HAT ACKNOBING TO THE RECROSS OF THIS OFFICE, AS OF THIS DATE,

THE REPORT FOR A CANODING THE RECROSS OF THIS OFFICE, AS OF THIS DATE,

THE REPORT FALSON AND THE RECROSS OF THIS OFFICE, AS OF THIS DATE,

COUNTY, MANICIPE, OR LOCAL TAKES OR SPECIAL ASSESSMENTS COLLECTED AS TAKES,

FORDTHANGED OF SECULATION OF THE PARTICIPATION OF THE PUBLISHING THE PARTICIPATION OF THE PARTICIPATION

2016 DATE OCHOBNY 18

Br: Wester Land DEPUTY DON KENT, COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

8 CASH OR, WETY BOND! DON KENT COUNTY TAX COLLECTOR

BOARD OF SUPERVISOR'S STATEMENT
THE CONN'T OF NUREBILE, SINIT OF OLITIONAL OF SUPERVISORS, HERBY APPROVES
THE CONN'T OF NUREBILE, SINIT OF OLITIONAL OF SUPERVISORS, HERBY APPROVES, HER HOLD WAS A COORDIS THE DIFFER OF DELICATION WAS FREEN FOR PABLIC ROAD AND REAL OF IN ACCORDING THE CONN'T WINITAINED ROAD SYSTEM, SALECT TO IMPROVEDRING IN ACCORDING THE CONN'T SIMPLIANDED.

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S THE OFFER DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS FOR FLOOD CONTROL PURPOSES HEREBY NOT ACCEPTED.

THE OFFER OF DEDICATION WADE HEREON OF THE ACCESS EASEMENT FOR INCRESS AND EGRESS TO AND FROM FLOOD CONTROL FACILITIES IS HEREBY NOT ACCEPTED.

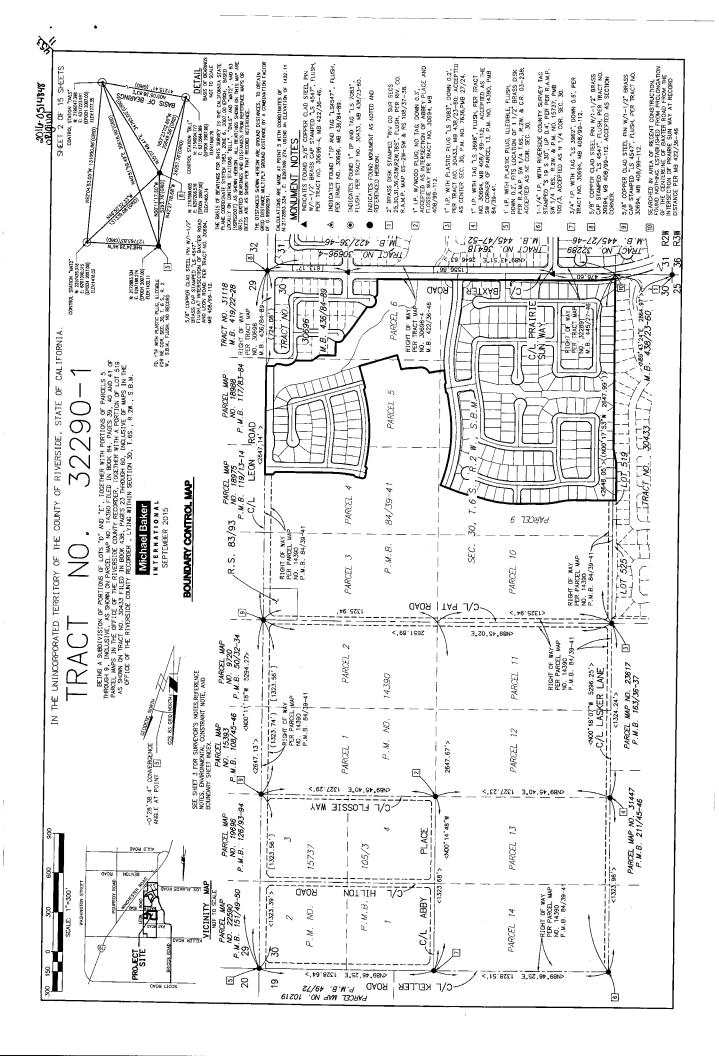
DEPUTY COUNTY GOVERNORS STATE OF CALIFFORMIA CLERK OF THE BOARD OF SAFERVISORS La Magwell .. ה ATTEST: BY: Demonstrated OF SUPERVISORS 20/02 DATE: 11-8

I FERENY STATE THAT THE EKSEMENTS DEDICATED ON THIS MAY TO THE EKSTERN MANIED IDENCE THE MESONEDATION WARRENDISTRICT CONSENTS TO THE RECORDATION THRERGE OF ITS OLLY MITHORIZED OFFICER.

EASTERN MUNICIPAL WATER DISTRICT ACCEPTANCE STATEMENT

SHETLA ZELAYA, OF THE EASTERN MANICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF

SEC. IP# 150048



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15 SHEETS

SHEET 3 OF

INDICATES RECORD DATA PER TRACT ND. 30433, MB 438/23-60
INDICATES RECORD DATA PER TRACT ND. 30896-4, MB 422/36-46
AND MEASIRED INDICATES RECORD DATA PER TRACT NO. 30694, MB 408/99-112, AND MEASURED

INDICATES RECORD DATA PER TRACT NO. 30696, MB 438/84-89 AND MEASURED

INDICATES RECORD DATA PER TRACT NO. 32289, MB 445/27-46, AND MEASURED

INDICATES RECORD DATA PER PARCEL MAP NO. 14390, P.M.B. 84/39-41

INDICATES SET 1" IP & TAG "LS 7566", FLUSH, RIV. CO. STD. "A" MON.).

SET NAIL & TAG "LS 7566" (RIV.CO.STD. "E" MAN.) IN TOP OF CURB ON SIDE LOT LINE PROJECTED ON 9.75" OFFSET IN LIEU OF FRONT LOT CORNERS, UALESS OTHERWISE NOTED.

2. SET LEAD AND TAG "LS 7566" (RIV. CO.STD. "E" MAN.) IN TOP CURB ON 9.75' OFFSET ON RADIAL LINE FOR EC'S & BC'S AND COPNERS, CONNERS, IN LIEU OF FRONT LOT CORNERS,

3. SET 1" IP & TAG "LS 7566", FLUSH, (RIV. CO.STD. "A" MON.) AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES, FLUSH, UNLESS OTHERWISE NOTED.

4. SET A NAIL AND TAG "LS 7566" (RIV.CO.STD. "E" MON.) IN CONDERE AT ALL ERRA LOT OXMERS AND ANALE POINTS IN LOT LINES, CLOSH, UNLESS OTHERWISE, NOTED.

ALL MONAMENTS SHOWN AS SET ARE SET IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE 461.10 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.

....... INDICATES RESTRICTED ACCESS.

DRAINAGE EASEMENTS SHALL BE KEPT FREE AND CLEAR FROM BUILDINGS OR OBSTRUCTIONS.

CCMR'S RECORDED 11/12/20 14 AS INST. NO. 2014-05148470.R.

# EASEMENT NOTES

AN EASEMENT IN FAVOR OF THE COMNTY OF RIVERSIDE FOR DRAIMAGE PURPOSES PER DOCUMENT RECORDED MARCH 22, 2006 AS INSTRUMENT NO. 2006-0201062 OF DEFICIAL RECORDS.

AN EASTMENT IN FAVOR OF THE COLNITY OF RIVERSIDE FOR DRAINAGE PURPOSES PER DOCUMENT RECORDED APRIL 18, 2006 AS INSTRAMENT NO. 2006-0276564 OF OFFICIAL RECORDS. 

AN EASENENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAIMAGE & ACCESS PURPOSES PER DOCUMENT RECORDED APRIL 18, 2006 AS INSTRAMENT NO. 2006-0276565 OF OFFICIAL RECORDS. <

A BLANKET EASSMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR AVIGATION PURPOSES PER DOCUMENT RECORDED JANUARY 12, 2007 AS INSTRUMENT NO. 2007-0029508 OF OFFICIAL RECORDS.

AN EASEMENT DEDICATED FOR STREET AND PUBLIC UTILITY PURPOSES SHOWN ON PARCEL MAP 14390, PMB 84/39-41. 9

A BLANKET EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR AVIGATION PURPOSES PER DOCUMENT RECORDED SEPTEMBER 1, 2009 AS INSTRUMENT NO. 2009-0456881 OF OFFICIAL RECORDS.

INDICATES A DRAINAGE EASEMENT DEDICATED HEREON

INDICATES A DRAINAGE EASEMENT FOR FLOOD CONTROL PURPOSES DEDICATED HEREON.

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INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HEREON TO EASTERN MUNICIPAL WATER DISTRICT.

