

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



ITEM  
3.58  
(ID # 3032)

**MEETING DATE:**  
Tuesday, March 7, 2017

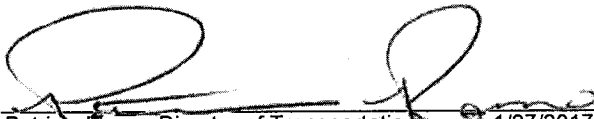
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TLMA TRANSPORTATION: Approval of the Clinton Keith Road Community Facilities District No. CFD 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. 32290-1. 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) Road and Bridge Benefit (RBBB) Fee Program Improvement Credit Agreement between the County of Riverside (County) and Riverside Mitland 03, LLC (Developer) allowing for RBBB 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.

**ACTION: Policy**

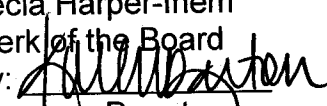
  
Patricia Romo, Director of Transportation 1/27/2017

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**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.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 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, 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 now in progress.

The Clinton Keith Road improvements are also identified in the County's Southwest Area of the RBBB and are among those facilities whose construction is to be partly funded by the collection of RBBB fees.

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 Transportation Uniform Mitigation Fee (TUMF) and RBBB 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 Southwest Area RBBB fees for the Tract. Each residential unit constructed within the Tract is potentially eligible to receive RBBB credits in an amount up to the current Southwest Area RBBB Zone D fee of \$2,197 per dwelling unit.

Project Number: B2-04722

County Counsel has approved the Agreement as to form.

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

**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 the 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"

  
\_\_\_\_\_  
Dale Gardner

2/1/2017

  
\_\_\_\_\_  
Tina Grande, Principal Management Analyst

2/27/2017

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel

2/1/2017

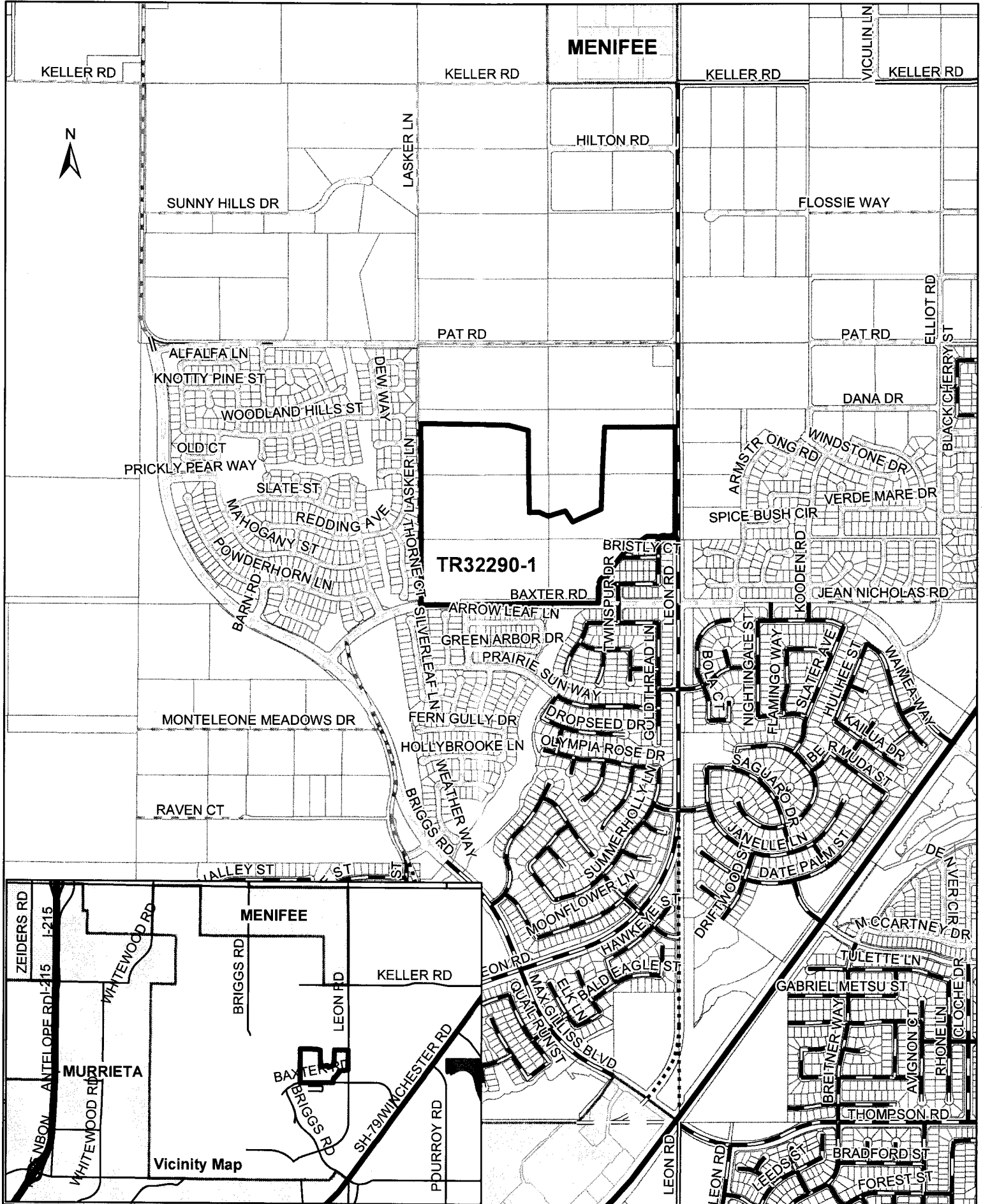
0 625 1,250 2,500 Feet

1 inch = 1,250 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 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 reuse this map.



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

*jsm* This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of March, 2017, 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;

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

CFD 07-2 (Clinton Keith Rd CFD)  
RBBB Improvement Credit Agreement  
Riverside Mitland 03, LLC  
TR 32290-1

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: 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 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]**

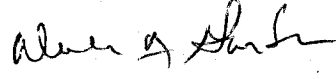
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF RIVERSIDE**

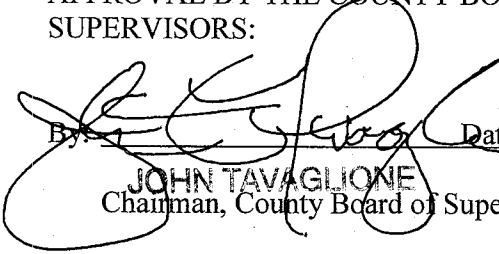
RECOMMENDED FOR APPROVAL:

By:   
Patricia Romo  
Director of Transportation

APPROVED AS TO FORM:

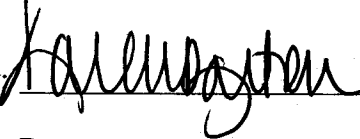
By:   
~~Dale A. Gardner~~  
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:  Date: **MAR 07 2017**  
**JOHN TAVAGLIONE**  
Chairman, County Board of Supervisors

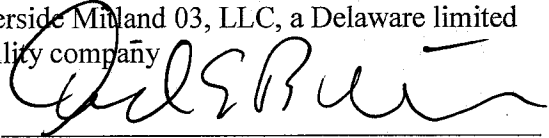
ATTEST:

Kecia Harper-Ihem  
Clerk of the Board


By:  Date: **MAR 07 2017**  
Deputy

**DEVELOPER**

Riverside Mitland 03, LLC, a Delaware limited liability company

By:   
David E. Bartlett  
Printed Name

Vice President  
Title

By:   
Richard T. Whitney  
Printed Name  
Chief Financial Officer  
Title

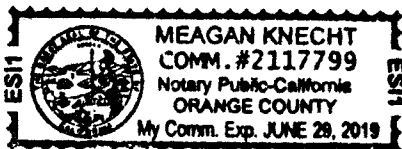
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF Orange ) ss.

On January 6, 2017, before me, Meagan Knecht, Notary Public, personally appeared David E. Bartlett & Richard J. Whitney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Meagan Knecht  
Notary Public

**EXHIBIT "A"**  
**VICINITY MAP AND FINAL TRACT MAP**

[ATTACHED BEHIND THIS PAGE]



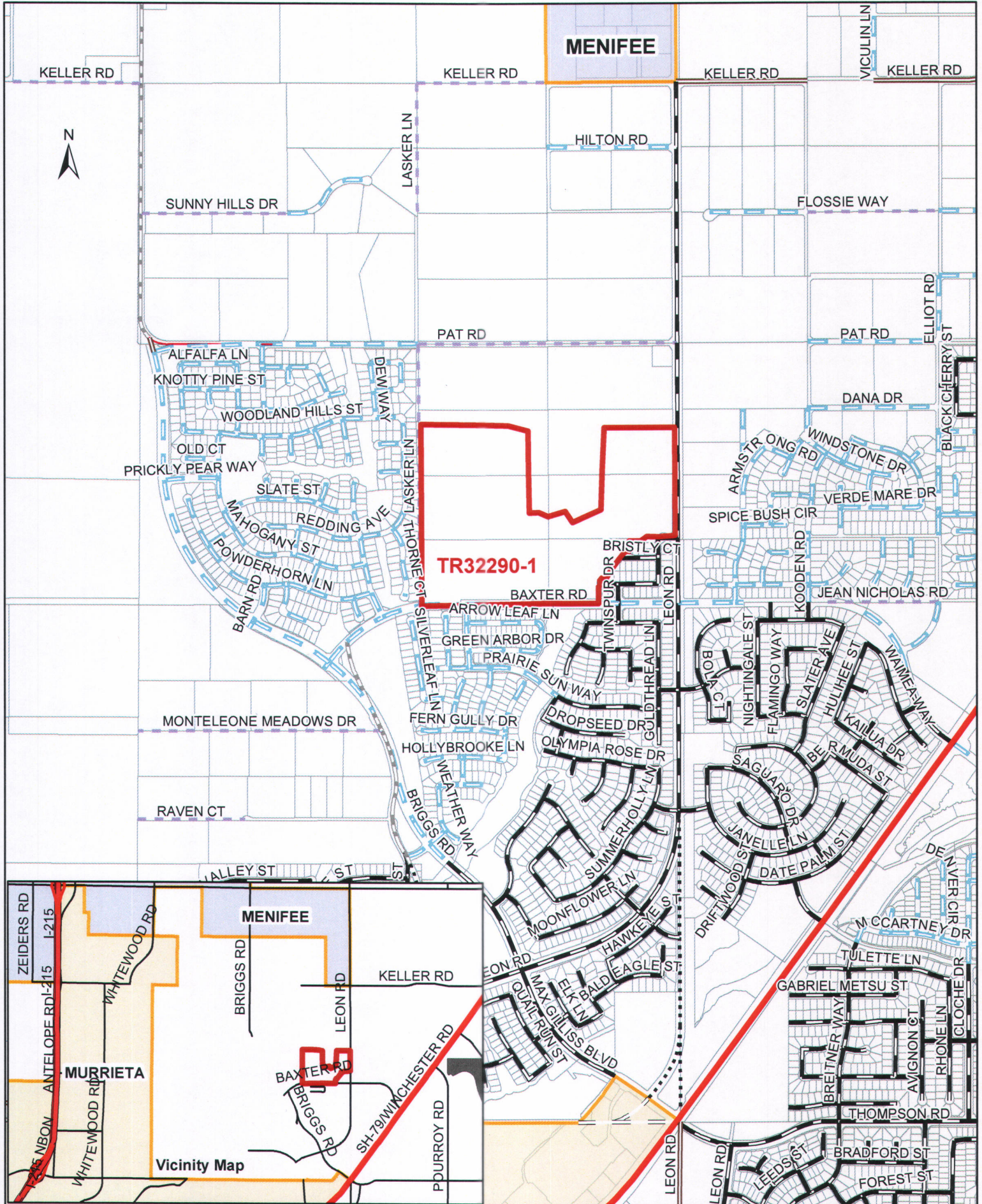
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Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 11/7/2016

# 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.



**TR32290-1**

**MENIFEE**



Vicinity Map



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

# TRACT NO. 32290-1

BEING A SUBDIVISION OF PORTIONS OF LOTS "D" AND "E", TOGETHER WITH PORTIONS OF PARCELS 9 THROUGH 19, INCLUSIVE, AS SHOWN ON PARCEL MAP NO. 14380 FILED IN BOOK 84, PAGES 39, 40 AND 41 OF PARCEL MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, TOGETHER WITH A PORTION OF LOT 519 AS SHOWN ON TRACT NO. 30433 FILED IN BOOK 438, PAGES 23, THROUGH 80, INCLUSIVE, OF MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 30, T.6S., R.2W., S.B.M.

**Michael Baker**  
INTERNATIONAL  
SEPTEMBER 2015

**SURVEYOR'S STATEMENT**  
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 ORDINANCES AT THE COUNTY OF RIVERSIDE, WITLAND 03 LLC, IN AUGUST 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER 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, SUFFICIENT TO EMBLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: SEPT. 14, 2016  
*John Duguet*  
JOHN R. DUGUET, P. 7566  
EXPIRES 12-31-2017



**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 SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 32290 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISOR'S ON APRIL 04, 2006. THE EXPIRATION DATE BEING MARCH 04, 2017, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 10-26, 2016  
*Richard G. Lanitis*  
RICHARD G. LANITIS  
COUNTY SURVEYOR  
EXPIRES 12-31-2016



**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 IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICTING BARBER LEGISLATION, LOTS "A" THROUGH "F", INCLUSIVE, THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES; AS A CONDITION OF THE DEDICATION OF LOT "A" (SPENCER'S CROSSING PARKWAY), LOT "Y" (SILKY LUPINE DRIVE) AND LOT "W" (LEON ROAD) THE OWNERS OF LOTS 197 THROUGH 202, SUCH THAT THERE WILL BE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL AND ALSO EXCEPTING THE 20' WIDE ACCESS OPENINGS TO LOTS 215 THROUGH 217, 220 THROUGH 221, 224, 227 THROUGH 228, INCLUSIVE, AS SHOWN HEREON, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 212, 231, AND 232, INCLUSIVE, AS SHOWN HEREON, MAINTENANCE OF FLOOD CONTROL FACILITIES.  
THE REAL PROPERTY DESCRIBED BELOW IS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING WITHIN LOT 231 AS SHOWN HEREON. THE DEDICATION IS IN INTEREST, EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.  
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 241, 216 AND 221, INCLUSIVE AS SHOWN HEREON. THE DEDICATION IS FOR DRAINAGE AND MAINTENANCE PURPOSES.

WE ALSO HEREBY DEDICATE A BLANKET EASEMENT OVER OPEN SPACE LOTS 213 THROUGH 230, INCLUSIVE, AND LOTS 232 THROUGH 234, INCLUSIVE, TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES AND OVER LOT 231 FOR LANDSCAPE MAINTENANCE PURPOSES.  
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STRIPS FOR ROAD ACCESS PURPOSES.  
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO EASTERN MUNICIPAL WATER DISTRICT ("DISTRICT"), A PUBLIC AGENCY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE MUNICIPAL WATER DISTRICT LAW OF 1911, ITS ACCESS TO THE REAL PROPERTY DESCRIBED BELOW IS FOR THE PURPOSES OF INSPECT, REPAIR, IMPROVE AND MAINTAIN RECREATION TRAILS, BRIDGES AND RELATED WATER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED "SEWER WATER AND RECYCLED WATER EASEMENT" HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSES OF THE CLASSIFIED AND PROVIDED THAT UNDER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR BROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOT 232 AS OPEN SPACE, AS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOTS OWNERS WITHIN THIS TRACT MAP.

OWNER:  
RIVERSIDE WITLAND 03 LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: *David E. Barlett*  
DAVID E. BARLETT  
VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

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, AN NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF Orange )  
ON THIS 20th day of September 2016, before me, Meagan Knight, a Notary Public, personally appeared Richard G. Lanitis and David E. Barlett, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in the presence of the undersigned and that they executed the same in their authorized capacity(ies) and that by their execution of this instrument, they acted, executed the instrument.  
I, the undersigned, a Notary Public in and for the State of California, do hereby certify that I am duly qualified to perform the duties of my office and that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL  
IN AND FOR THE COUNTY OF Orange  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA  
MY COMMISSION EXPIRES ON 09/19/2017  
MY COMMISSION NUMBER: 21823914

**RECORDER'S STATEMENT**

FILED THIS 17th DAY OF November, 2016, AT 3:33PM IN THE BOOK 435 OF MAPS, THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, NO. 2011-0514848 FOR PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER BY: Luwood DEPUTY SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

**TAX COLLECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT LIENS-ON-SPECIAL-ASSESSMENTS-COLLECTED-AS-TAXES--NON-PAY-ABLE-BUT-NOT-FET-DATE: October 19, 2016

DON KENT, COUNTY TAX COLLECTOR  
BY: *Don Kent* DEPUTY

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, TO COVER THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_ 20\_\_\_\_  
CASH OR CASH EQUIV. \_\_\_\_\_  
DON KENT, COUNTY TAX COLLECTOR  
BY: \_\_\_\_\_ DEPUTY

**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS 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 DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS FOR FLOOD CONTROL PURPOSES IS HEREBY NOT ACCEPTED.

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

DATE: 11-8, 2016 ATTEST:  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BY: *Meagan Knight* CLERK OF THE BOARD OF SUPERVISORS  
BY: *Shea Magrwell* DEPUTY

**EASTERN MUNICIPAL WATER DISTRICT ACCEPTANCE STATEMENT**

WE HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECREATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

*Michelle Zyl*  
MICHILLE ZYL  
SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT  
AND THE BOARD OF DIRECTORS THEREOF



3014-0514448  
original

SHEET 2 OF 15 SHEETS

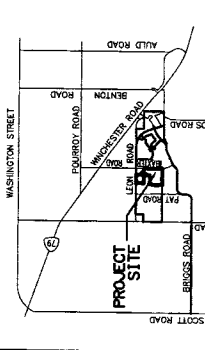
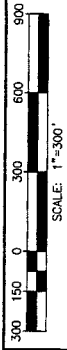
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 32290-1

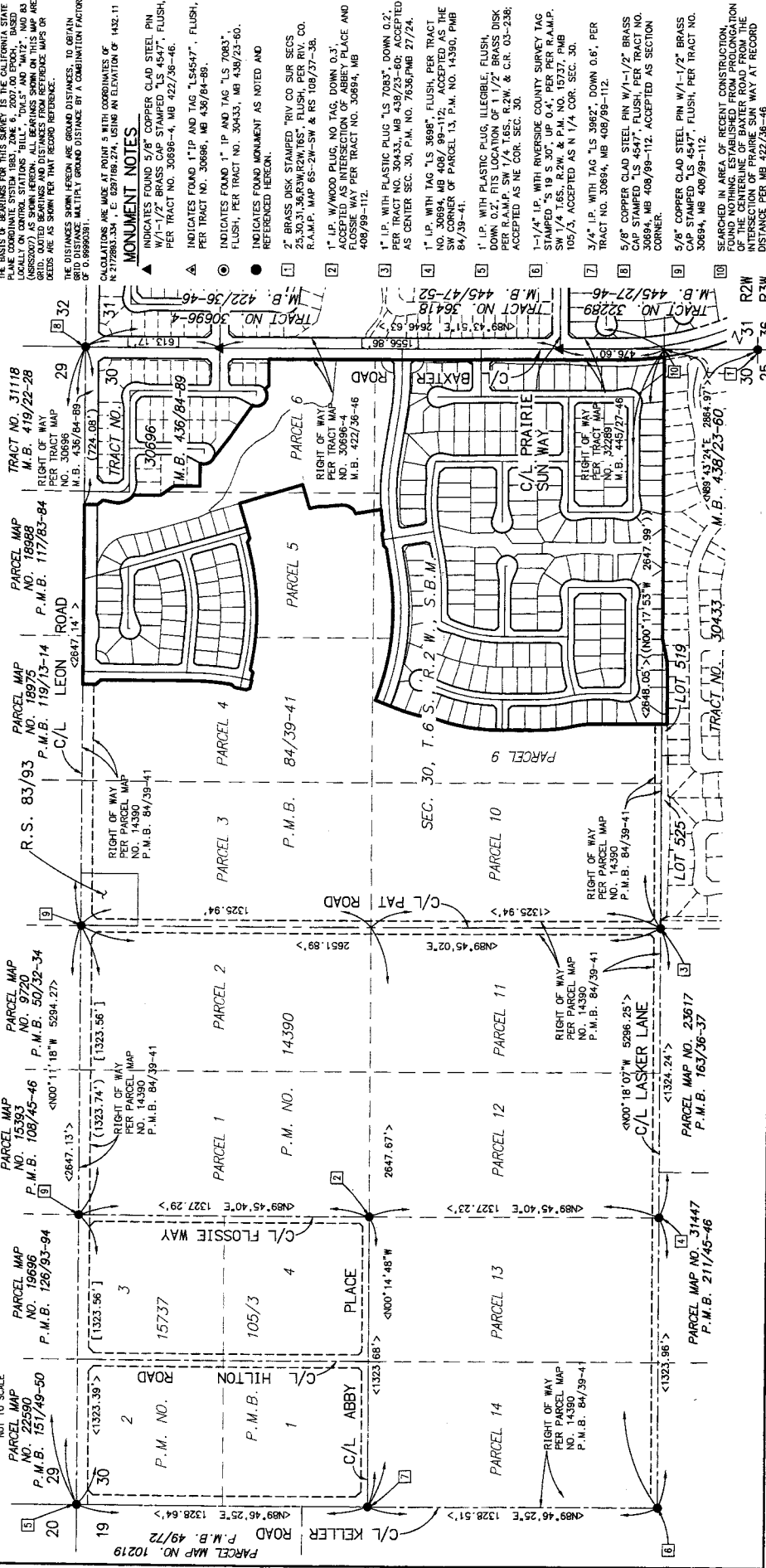
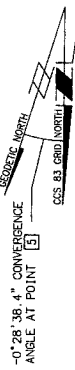
BEING A SUBDIVISION OF PORTIONS OF LOTS "D" AND "E", TOGETHER WITH PORTIONS OF PARCELS 5 THROUGH 14, IN TRACT NO. 4350 FILED IN BOOK 84, PAGES 39, 40 AND 41 OF THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, WITH A PORTION OF LOT 519 AS SHOWN ON TRACT NO. 30433 FILED IN BOOK 438, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, LYING WITHIN SECTION 30, T.6S., R.2W., S.B.M.

**Michael Baker INTERNATIONAL**  
SEPTEMBER 2015

## BOUNDARY CONTROL MAP



SEE SHEET 3 FOR SURVEYOR'S NOTES/REFERENCE NOTES, ELEVATION CONSTRAINT NOTE, AND BOUNDARY SHEET INDEX



SEARCHED IN AREA OF RECENT CONSTRUCTION FOUND NOTHING ESTABLISHED FROM PROLONGATION OF THE CENTERLINE OF BAXTER ROAD FROM THE INTERSECTION OF PRAIRIE SUN WAY AT RECORD DISTANCE PER MB 422/36-46

2017-05-18 14:48  
02/01/2017

SHEET 3 OF 15 SHEETS

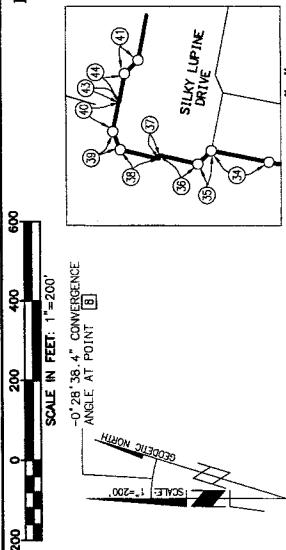
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 32290-1

BEING A SUBDIVISION OF PORTIONS OF LOTS "D" AND "E", TOGETHER WITH PORTIONS OF PARCELS 5 THROUGH 9, INCLUSIVE, AS SHOWN ON PARCEL MAP NO. 14390 FILED IN BOOK 84, PAGES 39, 40 AND 41 OF PARCEL MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, TOGETHER WITH A PORTION OF LOT 519 AS SHOWN ON TRACT NO. 30433 FILED IN BOOK 84, PAGES 43, 44 AND 45 OF PARCEL MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, LIEING WITHIN SECTION 30, T.16S., R.2W., S.B.M.

**Michael Baker**  
INTERNATIONAL  
SEPTEMBER 2015

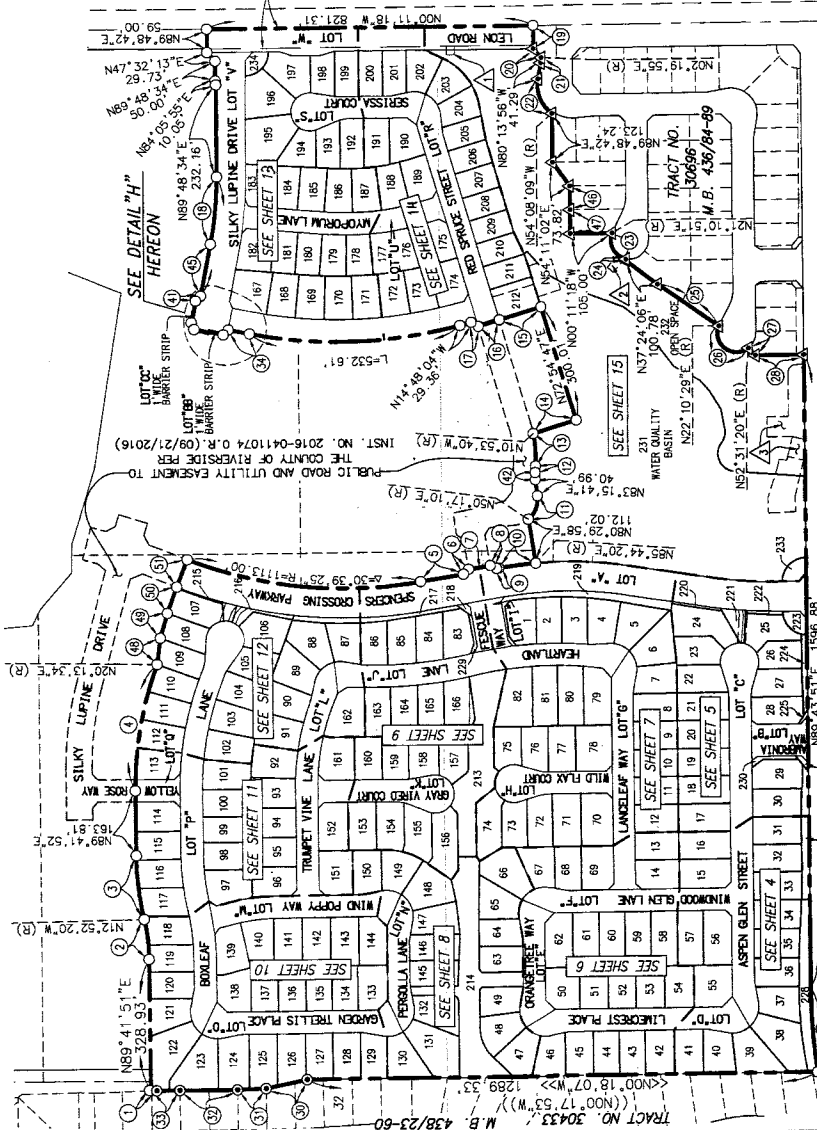
## BOUNDARY CONTROL AND SHEET INDEX MAP



**ENVIRONMENTAL CONSTRAINT NOTE**  
ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN ECS BOOK 11, PAGE 10. THIS AFFECTS ALL LOTS.

SEE SHEET NO. 2 FOR MONUMENT NOTES, BASIS OF BEARINGS AND VICINITY MAP.

NO.	BEARING/Delta	RADIUS	LENGTH
1	(N02°22'07"W)	1.53'	100.99'
2	(N02°22'52"W)	169.00'	169.35'
3	12°34'11"	740.00'	740.00'
4	20°31'42"	910.00'	326.04'
5	N09°30'02"W	108.70'	108.70'
6	N43°11'26"W	18.03'	18.03'
7	N09°30'02"W	96.00'	96.00'
8	N24°11'23"E	18.03'	18.03'
9	N09°30'02"W	5.30'	5.30'
10	05°14'22"	1037.00'	94.83'
11	57°01'29"	66.00'	65.69'
12	N86°26'32"W	326.00'	16.45'
13	14°27'08"	82.73'	82.73'
14	N16°35'49"W	114.80'	114.80'
15	N16°35'49"W	158.02'	158.02'
16	N09°18'03"E	20.88'	20.88'
17	N11°17'41"	863.00'	170.12'
18	(N89°48'42"E)	59.00'	59.00'
19	(N48°47'28"E)	30.33'	30.33'
20	(07°26'09"	100.00'	12.98'
21	(63°54'13"	90.00'	100.38'
22	(99°48'47"	48.00'	83.62'
23	(N76°37'56"W	(R)	4.20'
24	(N34°57'34"E	(R)	187.63'
25	(149°39'05"	48.00'	25.37'
26	(N45°56'29"E	1450.00'	21.35'
27	(N07°16'09"W	106.36'	106.36'
28	(N1°52'33"W	1450.00'	105.32'
29	(N11°52'33"W	72.02'	72.02'
30	(N02°11'14"W	144.00'	144.00'
31	(N02°10'59"W	144.00'	144.00'
32	(N00°27'22"W	72.00'	72.00'
33	(N00°17'34"W	72.00'	72.00'
34	(N00°17'34"W	72.00'	72.00'
35	N44°36'01"W	17.74'	17.74'
36	N13°05'32"E	(R)	31.00'
37	N13°25'42"E	60.00'	60.00'
38	N87°08'17"E	(R)	18.36'
39	N87°08'17"E	28.00'	28.00'
40	N87°53'45"W	18.03'	18.03'
41	N45°12'20"W	100.00'	17.97'
42	10°17'47"	0.46'	0.46'
43	N11°08'15"E	28.00'	28.00'
44	N78°54'45"W	133.27'	133.27'
45	N78°53'45"W	60.00'	60.00'
46	(N89°20'08"E	60.00'	60.00'
47	(N89°58'01"W	66.62'	66.62'
48	N82°19'56"W	70.25'	70.25'
49	N73°43'16"W	70.25'	70.25'
50	N89°48'19"W	74.00'	74.00'
51	N88°58'37"W	(R)	74.00'



TRACT NO. 30433  
M.B. 438/23-60

TRACT NO. 32289  
M.B. 445/27-46

TRACT NO. 36418  
M.B. 455/47-52

TRACT NO. 30696-4  
M.B. 422/36-46

### SURVEYOR'S NOTES

- TRACT NO. 32290-1 CONTAINS 254 MARKED LOTS AND LETTERED LOTS "A" THROUGH "Z" AND "AA" THROUGH "CC".
- TRACT NO. 32290-1 CONTAINS 74.067 ACRES, MORE OR LESS.
- INDICATES RECORD DATA PER TRACT NO. 30696, M.B. 436/84-89 AND MEASURED.
- INDICATES RECORD DATA PER TRACT NO. 30433, M.B. 438/23-60 AND MEASURED.
- INDICATES RECORD DATA PER TRACT NO. 30696-4, M.B. 422/36-46 AND MEASURED.
- INDICATES RECORD DATA PER TRACT NO. 30694, M.B. 408/89-112, AND MEASURED.
- INDICATES RECORD DATA PER TRACT NO. 32289, M.B. 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.
- INDICATES SET 1" IP & TAG "LS 7566", FLUSH, RIV. CO. IN TOP OF CURB ON SIDE LOT LINE PROJECTED ON 9.75' OFFSET IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.
- SET LEAD AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON 9.75' OFFSET ON RADIAL LINE FOR EC'S & BC'S AND CORNER OUTBACKS IN LIEU OF FRONT LOT CORNERS.
- SET 1" IP & TAG "LS 7566" FLUSH (RIV. CO. STD. "A" MON.) AT ALL BEAR LOT CORNERS AND ANGLE POINTS IN LOT LINES, UNLESS OTHERWISE NOTED.
- SET A NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN SUBSTITUTED AT ALL BEAR LOT CORNERS AND ANGLE POINTS IN LOT LINES, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET ARE SET IN ACCORDANCE WITH THE SURVEYOR'S COAST GUARANTEE 461.10 AND THE AMMENDATION AGREEMENT FOR THIS MAP.
- INDICATES RESTRICTED ACCESS.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE AND CLEAR FROM BUILDINGS OR OBSTRUCTIONS.
- COB'S RECORDED 11/27/2015 AS INST. NO. 2016-051870-R.

### EASEMENT NOTES

- AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES PER DOCUMENT RECORDED MARCH 22, 2006 AS INSTRUMENT NO. 2006-0201092 OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES PER DOCUMENT RECORDED MARCH 22, 2006 AS INSTRUMENT NO. 2006-0201092 OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES PER DOCUMENT RECORDED APRIL 18, 2006 AS INSTRUMENT NO. 2006-0276865 OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE & ACCESS PURPOSES PER DOCUMENT RECORDED APRIL 18, 2006 AS INSTRUMENT NO. 2006-0276865 OF OFFICIAL RECORDS.
- AN EASEMENT 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, P.M.B. 84/39-41.
- A BLANKET EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR AVIGATION PURPOSES PER DOCUMENT RECORDED SEPTEMBER 1, 2009 AS INSTRUMENT NO. 2009-0458881 OF OFFICIAL RECORDS.

- INDICATES A DRAINAGE EASEMENT DEDICATED HEREON.
- INDICATES A DRAINAGE EASEMENT FOR FLOOD CONTROL PURPOSES DEDICATED HEREON.
- INDICATES AN ACCESS EASEMENT FOR FLOOD CONTROL PURPOSES DEDICATED HEREON.
- INDICATES AN EASEMENT FOR SEWER PURPOSES DEDICATED HEREON TO EASTERN MUNICIPAL WATER DISTRICT.

**State of California**  
Secretary of State

**CERTIFICATE OF STATUS**

**ENTITY NAME:** RIVERSIDE MITLAND 03 LLC

**REGISTERED IN CALIFORNIA AS:** RIVERSIDE MITLAND 03 LLC

**FILE NUMBER:** 200913610021  
**REGISTRATION DATE:** 05/14/2009  
**TYPE:** FOREIGN LIMITED LIABILITY COMPANY  
**JURISDICTION:** DELAWARE  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 15, 2015.

A handwritten signature in black ink, appearing to read 'Alex Padilla', written in a cursive style.

ALEX PADILLA  
Secretary of State

CERTIFIED TRUE COPY OF CORPORATE RESOLUTION  
(Riverside Mitland 03 LLC)

ELECTION OF OFFICERS

RESOLVED, that the following persons are duly elected to serve as the officers of the Company by the Board of Managers or until the election and qualification of their respective successors or their earlier resignation or removal:

ADRIAN P. FOLEY	President
RICHARD T. WHITNEY	Chief Financial Officer
DAVID E. BARTLETT	Vice President
WILLIAM B. SEITH	Secretary
ROBIN A. RUTHERFORD	Assistant Secretary


RESOLVED FURTHER, that the Acceptance of each Officer is attached hereto as EXHIBIT "A".

RESOLVED FURTHER, that except when otherwise authorized or directed by the Board of Managers, or by law, the officers of the Company are authorized to execute, acknowledge and deliver any and all instruments of writing, including but not limited to, subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, security instruments and such other documentation necessary or appropriate in the ordinary course of business of the Company. Unless specifically authorized by the Board of Managers to the contrary, any and all subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, loan agreements, partnership agreements and security instruments, other than contracts involving amounts of less than \$100,000 and deeds and purchase agreements for the sale of a single family residence, shall require the signature of two officers of the Company.

RESOLVED FURTHER, that no contract or obligation involving the transfer of a right in any major asset of the Company shall be signed without prior approval of the Board of Managers or any committee thereof duly authorized to give such approval.

This is to certify that the foregoing is a true copy of a resolution adopted by the Board of Managers of Riverside Mitland 03 LLC, a Delaware limited liability company, on the 15<sup>th</sup> day of March, 2016, and that such resolution is unamended and still in full force and effect.

In witness whereof, I have hereunto signed my name as Assistant Secretary of Riverside Mitland 03 LLC, this 25th day of March, 2016.

  
\_\_\_\_\_  
Robin A. Rutherford, Assistant Secretary

CERTIFICATE OF INCUMBENCY  
OF  
RIVERSIDE MITLAND 03 LLC,  
a Delaware limited liability company

I, Robin A. Rutherford, do hereby certify that I am the duly elected, qualified and acting Assistant Secretary of RIVERSIDE MITLAND 03 LLC, a Delaware limited liability company (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company, and I further certify that:

The following persons have been duly elected to, are duly qualified for, are acting in, and on the date hereof do hold, the offices of the Company set forth opposite their respective names below:

<u>Name</u>	<u>Office</u>
Adrian P. Foley	President
Richard T. Whitney	Chief Financial Officer
David E. Bartlett	Vice President
William B. Seith	Secretary
Robin A. Rutherford	Assistant Secretary

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 29th day of January, 2016.



\_\_\_\_\_  
Robin A. Rutherford, Assistant Secretary

**State of California  
Secretary of State**

**CERTIFICATE OF REGISTRATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **14th** day of **MAY, 2009**, **RIVERSIDE MITLAND 03 LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **Delaware** as **RIVERSIDE MITLAND 03 LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, SUBJECT, HOWEVER, TO:

- (a) any licensing requirements otherwise imposed by the laws of this State and;
- (b) that subject limited liability company shall transact all intrastate business within this State under the above name elected by it.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of May 19, 2009.



*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

**State of California**  
**Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**MAY 19 2009**

DEBRA BOWEN  
Secretary of State



**State of California  
Secretary of State**

LLC-5

File # 200913610021

**LIMITED LIABILITY COMPANY  
APPLICATION FOR REGISTRATION**

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**MAY 14 2009**

A \$70.00 filing fee AND a certificate of good standing from an authorized public official of the jurisdiction of formation must accompany this form.

**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

**ENTITY NAME** (End the name in Item 1 with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1 NAME UNDER WHICH THE FOREIGN LIMITED LIABILITY COMPANY PROPOSES TO REGISTER AND TRANSACT BUSINESS IN CALIFORNIA

Riverside Milford 03 LLC

2 NAME OF THE FOREIGN LIMITED LIABILITY COMPANY, IF DIFFERENT FROM THAT ENTERED IN ITEM 1 ABOVE

**DATE AND PLACE OF ORGANIZATION**

3. THIS FOREIGN LIMITED LIABILITY COMPANY WAS FORMED ON 5 - 13 - 2009 IN Delaware  
(MONTH) (DAY) (YEAR) (STATE OR COUNTRY)

AND IS AUTHORIZED TO EXERCISE ITS POWERS AND PRIVILEGES IN THAT STATE OR COUNTRY.

**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and both Items 4 and 5 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 4 must be completed (leave Item 5 blank).)

4 NAME OF AGENT FOR SERVICE OF PROCESS

Robin Rutherford

5. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE  
12865 Pointe Del Mar Way, Suite 200 Del Mar CA 92014

**APPOINTMENT** (The following statement is required by statute and should not be altered.)

6. IN THE EVENT THE ABOVE AGENT FOR SERVICE OF PROCESS RESIGNS AND IS NOT REPLACED, OR IF THE AGENT CANNOT BE FOUND OR SERVED WITH THE EXERCISE OF REASONABLE DILIGENCE, THE SECRETARY OF STATE OF THE STATE OF CALIFORNIA IS HEREBY APPOINTED AS THE AGENT FOR SERVICE OF PROCESS OF THIS FOREIGN LIMITED LIABILITY COMPANY.

**OFFICE ADDRESSES** (Do not abbreviate the name of the city.)

7 ADDRESS OF THE PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE  
12865 Pointe Del Mar Way, Suite 200 Del Mar, California 92014

8 ADDRESS OF THE PRINCIPAL OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE  
12865 Pointe Del Mar Way, Suite 200 Del Mar CA 92014

**EXECUTION**

9. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

5-14-09

DATE

*Richard T. Whitney*

SIGNATURE OF AUTHORIZED PERSON

Richard T. Whitney, President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

