

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



ITEM  
3.23  
(ID # 6754)

MEETING DATE:  
Tuesday, May 8, 2018

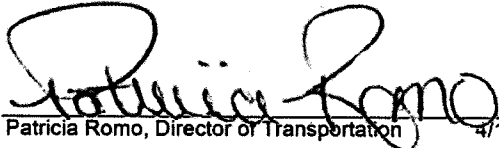
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of the Clinton Keith Road Community Facilities District No. 07-2  
Transportation Uniform Fee Program Improvement Credit Agreement between  
Brookfield Homes Southern California LLC and County of Riverside associated  
with Lot Nos. 105 through 147 and 163 through 168 of Tract No. 37053-1. 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) Transportation Uniform Mitigation Fee (TUMF) Program Improvement Credit Agreement between Brookfield Homes Southern California LLC (Developer) and County of Riverside (County) associated with Lot Nos. 105 through 147 and 163 through 168 of Tract No. 37053-1; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION: Policy

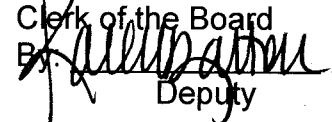
  
Patricia Romo, Director of Transportation 4/10/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 8, 2018  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
  
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: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 17/18</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Brookfield Homes Southern California LLC owns Lot Nos. 105 through 147 and 163 through 168 of Tract No. 37053-1 (Property). The Property consists of 49 single-family residential units and is located within the boundaries of the Clinton Keith Road Community Facilities District No. 07-2, 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 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.

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 Property. Each residential unit constructed within the Property will be eligible to receive a TUMF credit in an amount set forth in this Agreement.

County Counsel has approved the agreement as to legal form.

**Impact on Residents and Businesses**

N/A

**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.

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

**ATTACHMENTS:**

Vicinity Map

Clinton Keith Road CFD TUMF Agreement

  
\_\_\_\_\_  
Scott Bruckner

4/30/2018

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

4/25/2018

0 500 1,000 2,000 Feet

1 inch = 1,042 feet

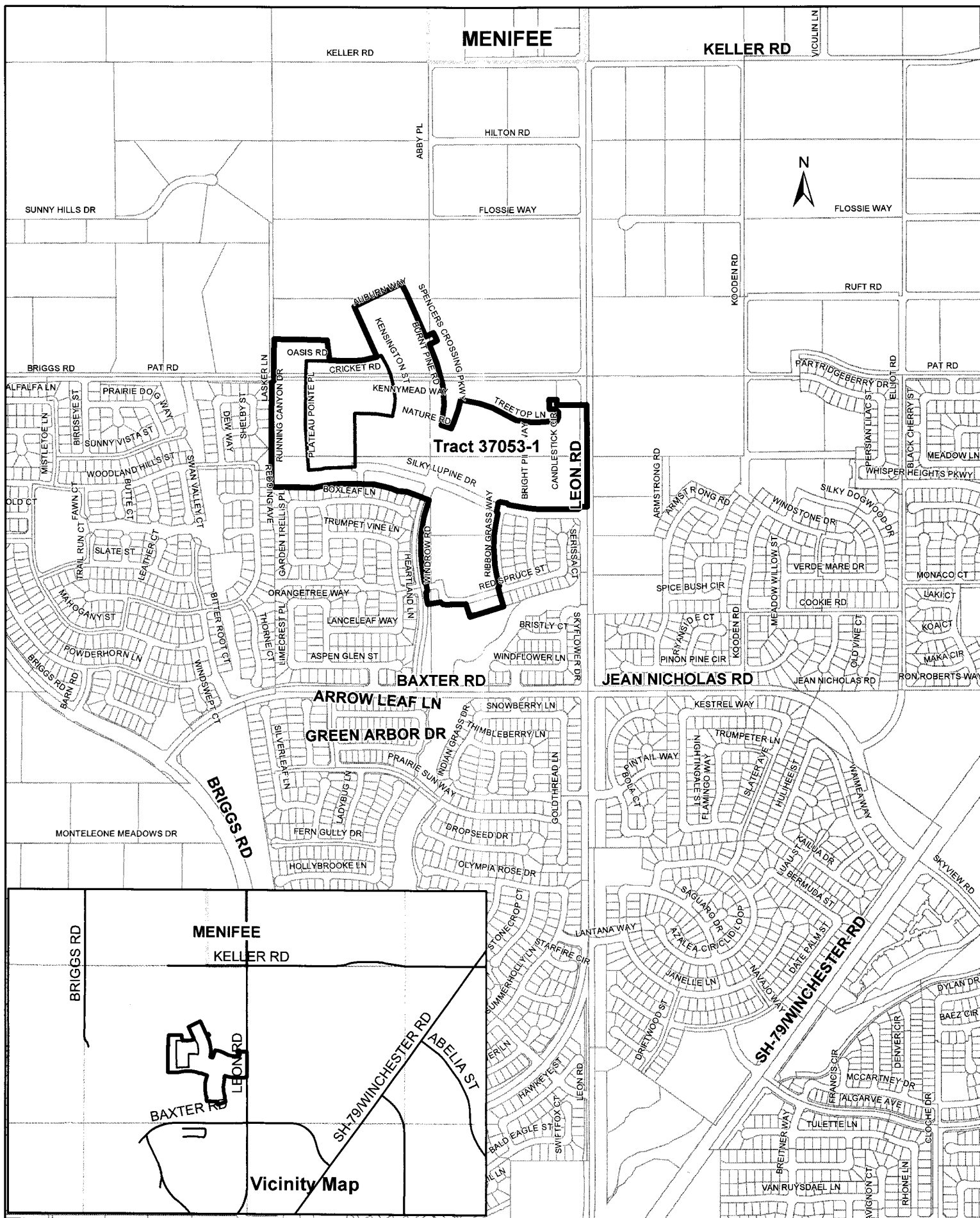
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 3/29/2018

# Vicinity Map

## Tract 37053-1

### Lot Nos. 105-147 & 163-168

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  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

*Oh* This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of May, 2018, by and between the County of Riverside (the "County") and Brookfield Homes Southern California 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 Lot Nos. 105 through 147 and 163 through 168 (the "Property") of Tract No. 37053-1 (the "Tract"), for which a Final Map was recorded on October 16, 2017, as Instrument No. 2017-0429357 and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Property consists of 49 single-family residential units;

WHEREAS, the Tract was conditioned by the County to participate in some form of funding mechanism, such as a Community Facilities District, that would provide a means of financing the construction of public facilities, which include the full-width arterial improvements of Clinton Keith Road from Antelope Road to State Route 79, including associated appurtenances and rights-of-way (the "Project");

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

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

WHEREAS, the Board of Supervisors, on June 18, 2007, canvassed the results of the special election and determined that the qualified electors voted and approved the propositions by more than two-thirds of the votes cast and caused a Notice of Special Tax Lien for the Clinton Keith Road CFD to be recorded within fifteen days of the special election certification;

WHEREAS, the County, by the adoption of Ordinance No. 824, as amended from time to time, established the Transportation Uniform Mitigation Fee Program which requires a developer to pay the fee (the "TUMF") which is set by said Ordinance and which is to be paid as a condition of receiving certification allowing for the occupancy of a residential or commercial structure; the TUMF is intended to represent a new structure's fair share of the estimated costs to construct those transportation improvements needed to mitigate the traffic impacts and burdens placed on the Regional System of Highways and Arterials ("RSHA") generated by a residential or commercial development and determined necessary to protect the safety, health and welfare of persons traveling to and from such residential or commercial development using the RSHA;

WHEREAS, the Clinton Keith Road Improvements have been identified as part of the RSHA and to be among those facilities whose construction is to be financed, in part, by the collection of the TUMF;

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

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

WHEREAS, the Parties now desire to enter into this Agreement to provide a means by which Developer's participation in the Clinton Keith Road CFD is offset against Developer's obligation to pay the applicable TUMF for the Tract in accordance with the TUMF Administrative Plan; and

WHEREAS, the Tract is located within the boundaries of the Clinton Keith Road CFD, as shown on the Boundary Map of the Clinton Keith Road CFD recorded as Instrument No. 2007-0334626 on May 21, 2007, or within territory that has been annexed to Clinton Keith Road CFD.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and County hereby agree as follows:**

## TERMS

1.0 Incorporation of Recitals: The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements: County shall be responsible for constructing the Clinton Keith Road Improvements.

3.0 TUMF 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 Program Administration Amount: 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 TUMF Security Reimbursement (After Bond Issuance): If the Bonds are timely issued in accordance with the Joint Funding, Credit and Reimbursement Agreement, the County shall reimburse from the TUMF Security Fund to the Developer that deposited with the

County a TUMF Security Amount for the Tract (i) an amount equal to such TUMF Security Amount, provided the Developer's Share of the Net Bond Proceeds equals or exceeds the Developer's TUMF Security Amount per SFDU or MFDU for the Tract, or if the Developer's Share of the Net Bond Proceeds is less than the Developer's TUMF Security Amount per SFDU or MFDU, the Developer shall be reimbursed an amount equal to the Developer's Share of the Net Bond Proceeds per such units, and (ii) a pro rata share of the investment earnings, as determined by the County, on amounts held in the TUMF Security Fund during the period in which such TUMF Security Amount was on deposit therein. After having made the transfers required to be made pursuant to the preceding sentence, the County shall transfer to WRCOG all remaining amounts then on deposit in the TUMF Security Fund.

3.5 TUMF Security Disbursement (If No Bond Issuance): If the Bonds are not timely issued in accordance with the Joint Funding, Credit and Reimbursement Agreement, the County shall (i) to the extent that Special Taxes collected with respect to the Properties 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 Properties 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 RBBB 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 RBBB fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF



Bond Credit per SFDU or MFDU calculated for the Developer's Tract(s) pursuant to a separate RBBB 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, RBBB fee credits shall not apply. However, if the Developer has previously made a Project Advance, RBBB 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 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 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 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 Tract 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: Brookfield Homes Southern California LLC  
Attention: Shaun Bowen  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92629  
Phone No. (714) 200-1609  
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 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.

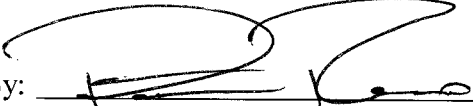
4.18 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

**[Signatures of Parties on Following Pages]**

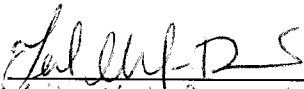
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF RIVERSIDE**

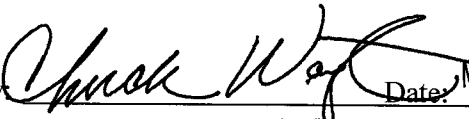
RECOMMENDED FOR APPROVAL:

By:   
Patricia Romo  
Director of Transportation

APPROVED AS TO FORM:

By:   
Leila Moshref-Danesh  
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

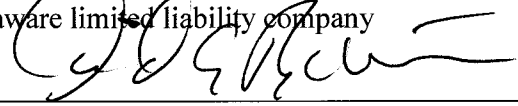
By:  Date: MAY 08 2018  
CHUCK WASHINGTON  
Chairman, County Board of Supervisors


ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:  Date: MAY 08 2018  
Deputy

**DEVELOPER**

Brookfield Homes Southern California 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 March 23, 2018, before me, Meagan Knecht, Notary Public, personally appeared Richard T. Whitney & David E. Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her~~ their authorized capacity(ies) and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]  
Notary Public

**EXHIBIT "A"**

**VICINITY MAP AND FINAL TRACT MAP**

[ATTACHED BEHIND THIS PAGE]

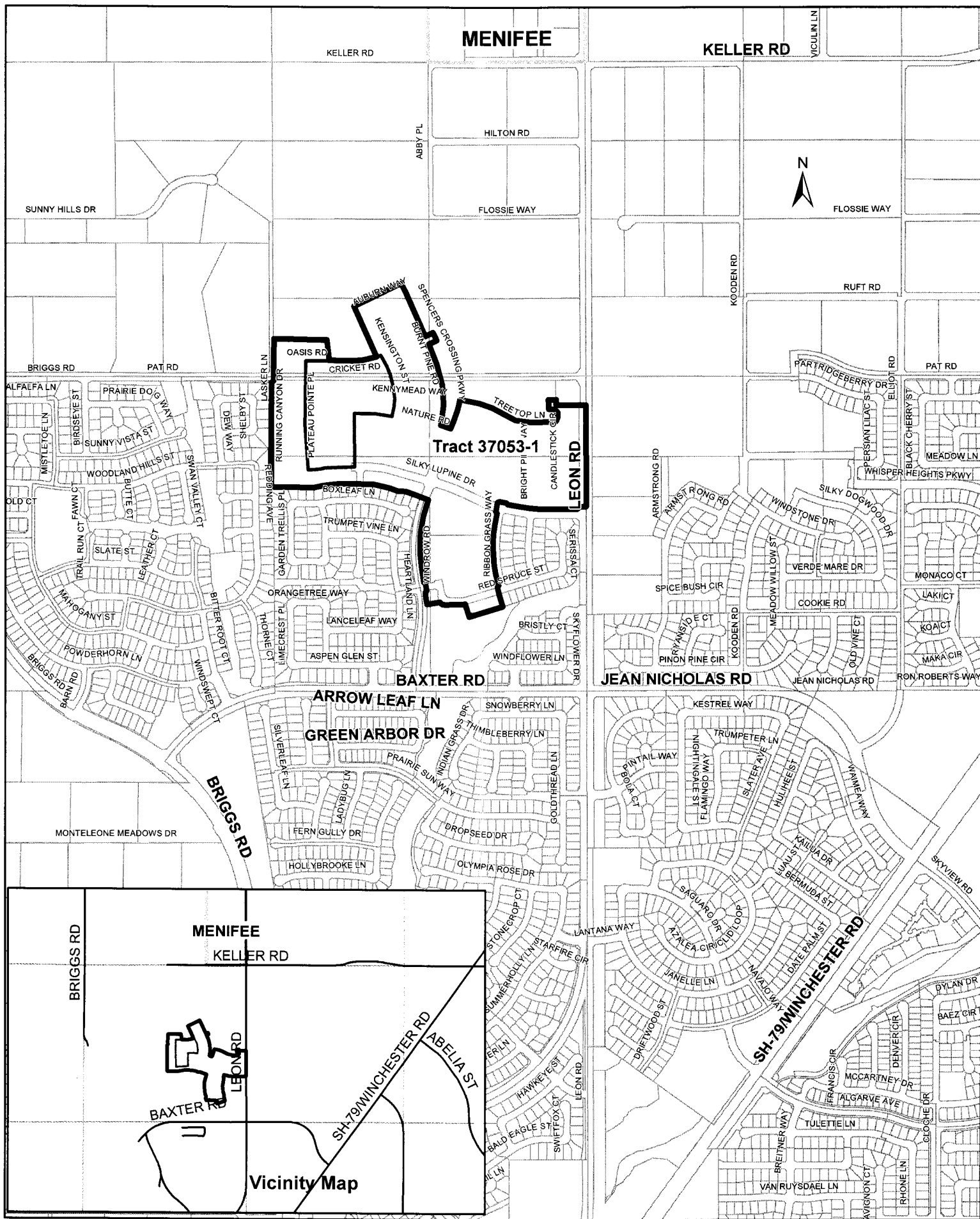
0 500 1,000 2,000 Feet

1 inch = 1,042 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 3/29/2018

# Vicinity Map Tract 37053-1 Lot Nos. 105-147 & 163-168

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 reset this map.



**Tract 37053-1**

**Vicinity Map**



2017-042 95 ST  
ORIGINAL

TRACT NO. 37053-1

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INDIANA, STATE OF CALIFORNIA

RECORDER'S STATEMENT FILED THIS 15th DAY OF DECEMBER, 2017, AT 3:24 PM IN BOOK 458 OF MAPS.

AT PAGES 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND DESCRIBED WITHIN THE SUBDIVISION SHOWN HEREIN, AND THAT WE ARE NEITHER A PARTNER, AN AGENT, A REPRESENTATIVE, A BENEFICIAL OWNER, NOR AN OWNER OF RECORD OF ANY OTHER PARTY WHOSE INTEREST IN THE LAND IS NOT SHOWN HEREIN. WE HEREBY STATE THAT WE ARE NOT A PARTNER, AN AGENT, A REPRESENTATIVE, A BENEFICIAL OWNER, NOR AN OWNER OF RECORD OF ANY OTHER PARTY WHOSE INTEREST IN THE LAND IS NOT SHOWN HEREIN. WE HEREBY STATE THAT WE ARE NOT A PARTNER, AN AGENT, A REPRESENTATIVE, A BENEFICIAL OWNER, NOR AN OWNER OF RECORD OF ANY OTHER PARTY WHOSE INTEREST IN THE LAND IS NOT SHOWN HEREIN.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA.

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA.

ABANDONMENT NOTICE

PURSUANT TO SECTION 14642 AND 14642.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: A PORTION OF PARCELS 8, 9, 10, 11 AND 12 OF PARCEL MAP NO. 244815, RECORDED SEPTEMBER 1, 1993, OF OFFICIAL RECORDS, OF INDIANA COUNTY, WITHIN THE BOUNDARY OF THIS TRACT MAP AS SHOWN.

ACCEPTANCE STATEMENT

VALLEY LAKE RECREATION AND PARK DISTRICT, COUNTY OF INDIANA, HAS ACCEPTED THE TRACT MAP AS SHOWN. I HEREBY APPROVE AS DEPUTY COUNTY CLERK OF INDIANA COUNTY, CALIFORNIA, THE TRACT MAP AS SHOWN. I HEREBY APPROVE AS DEPUTY COUNTY CLERK OF INDIANA COUNTY, CALIFORNIA, THE TRACT MAP AS SHOWN.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE INDIANA URBAN SPRING VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF INDIANA PURSUANT TO SECTION 1025 OF ORDINANCE 480 AND SECTION 56483, C.I.C. OF THE GOVERNMENT CODE AND THAT SAME PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

RECORDER'S STATEMENT

FILED THIS 15th DAY OF DECEMBER, 2017, AT 3:24 PM IN BOOK 458 OF MAPS.

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. SPECIAL ASSESSMENTS COLLECTED AS TAXES FOR THE YEAR ENDING 12/31/2017.

TAX-BOND CERTIFICATE

I HEREBY CERTIFY AND BOND IN THE SUM OF \$100,000.00 TO THE BOARD OF SUPERVISORS OF INDIANA COUNTY, CALIFORNIA, CONCERNED WITH THE TRACT MAP AS SHOWN, THAT ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE DUE AT THE TIME OF THIS MAP, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP, WILL BE PAID BY THE TRACT MAP AS SHOWN.

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF INDIANA, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AS SHOWN AND ACCEPTS THE OFFERING 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.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE INDIANA URBAN SPRING VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF INDIANA PURSUANT TO SECTION 1025 OF ORDINANCE 480 AND SECTION 56483, C.I.C. OF THE GOVERNMENT CODE AND THAT SAME PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

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2017-042957  
ORIGINAL

SHEET 2 OF 20 SHEETS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SOUTHWEST, STATE OF CALIFORNIA

**TRACT NO. 37053-1**

HEREIN IS SUBDIVISION OF PARCELS 7 THROUGH 9, INCLUSIVE, PARCELS 9, 9, 11 AND 12, AND ALSO PARCELS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER CARRYING THE DESIGNER WARRANT ONLY THE RESIDENCY OF THE INDIVIDUAL WHO SIGNED THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, HAS NOT THE AUTHORITY TO SIGN THIS INSTRUMENT.

STATE OF CALIFORNIA

County of Orange

on September 13, 2017 before me, Meagan Knecht, Notary Public

PERSONALLY APPEARED Richard T. Whitting who acknowledged to me that he executed the foregoing instrument as the grantor therein.

I, Meagan Knecht, a Notary Public in and for the State of California, do hereby certify that I am a duly qualified and commissioned Notary Public in and for the State of California, and that I am duly sworn and qualified to perform the duties of my office.

WITNESSE MY HAND AND OFFICIAL SEAL

*Meagan Knecht*

My Commission Expires June 24, 2018

**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER CARRYING THE DESIGNER WARRANT ONLY THE RESIDENCY OF THE INDIVIDUAL WHO SIGNED THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, HAS NOT THE AUTHORITY TO SIGN THIS INSTRUMENT.

STATE OF CALIFORNIA

County of Orange

on September 13, 2017 before me, Meagan Knecht, Notary Public

PERSONALLY APPEARED David F. Bechtelt who acknowledged to me that he executed the foregoing instrument as the grantor therein.

I, Meagan Knecht, a Notary Public in and for the State of California, do hereby certify that I am a duly qualified and commissioned Notary Public in and for the State of California, and that I am duly sworn and qualified to perform the duties of my office.

WITNESSE MY HAND AND OFFICIAL SEAL

*Meagan Knecht*

My Commission Expires June 24, 2018

# TRACT NO. 37053-1

BEING A SUBDIVISION OF PARCELS 2, THROUGH 6, INCLUSIVE, PARCELS 8, 9, 11 AND 12, AND ALL OTHER PARCELS, IN BLOCK 48, IN BLOCK 48, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.

LEON ROAD, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.



**DETAIL SCALE 1"=40'**  
 CONFORMANCE WITH SECTION 14650, CIVIL CODE, CALIFORNIA, AS APPLIED TO THE COUNTY OF MARIQUETTE, CALIFORNIA, BY THE COUNTY RECORDER, CALIFORNIA.

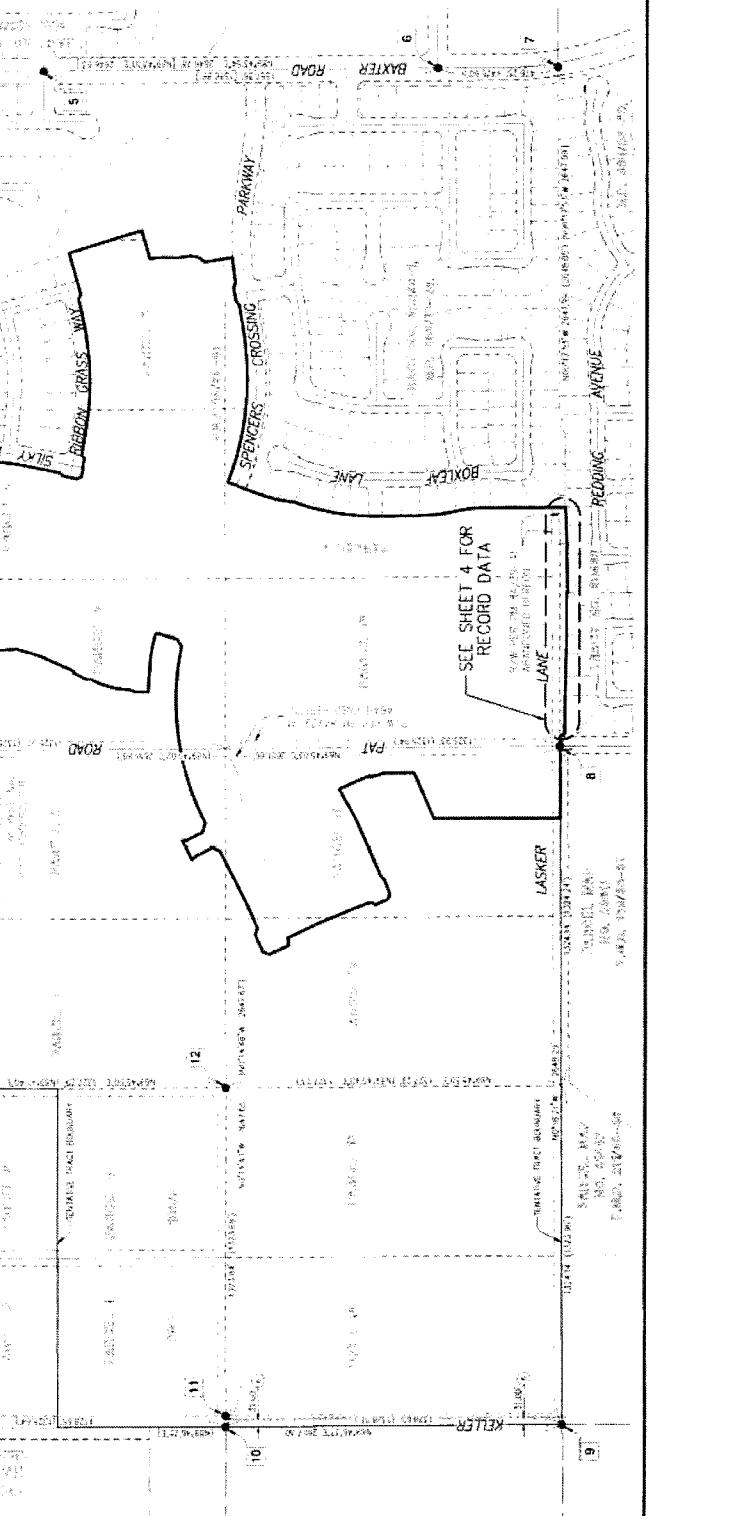
### BOUNDARY CONTROL SHEET

**BOUNDARY CONTROL SHEET**  
 THIS SHEET IS A PART OF THE BOUNDARY CONTROL SHEET FOR THE TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.

**NOTES:**  
 1. THIS SHEET IS A PART OF THE BOUNDARY CONTROL SHEET FOR THE TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.

**MONUMENT NOTES:**  
 1. THIS SHEET IS A PART OF THE BOUNDARY CONTROL SHEET FOR THE TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.

**ENVIRONMENTAL CONSTRAINT NOTE:**  
 THIS SHEET IS A PART OF THE BOUNDARY CONTROL SHEET FOR THE TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA, BEING A PART OF LOT 519 AND ALL OF LOT 520 OF TRACT NO. 37053-1, PLACED IN BLOCK 48, THROUGH THE INCORPORATION OF MAPS, BEING IN THE OFFICE OF THE COUNTY RECORDER, CALIFORNIA.

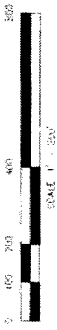


SEE SHEET 4 FOR RECORD DATA



2017-0429557 ORIGINAL

SHEET 5 OF 20 SHEETS



# TRACT NO. 37053-1

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

BEING A DIVISION OF PORTIONS OF PARCELS 2 THROUGH 6, INCLUDING PARCELS 9, 10, 11 AND 12, AND ALL OF PARCEL 13, AS PARCEL MAP NO. 14898, FILED IN OFFICE OF PUBLIC WORKS, PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 429 AND ALL OF LOT 430 OF TRACT NO. 37053, SITUED IN BEACH AREA, PALM BEACH COUNTY, FLORIDA, WITHIN THE JURISDICTION OF THE PUBLIC COUNTY RECORDS, COUNTY OF PALM BEACH, FLORIDA, TOGETHER WITH PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 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REMARKS: THIS MAP WAS PREPARED BY THE ENGINEER AND SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 15, ARTICLE 1, SECTION 15000, OF THE CALIFORNIA GOVERNMENT CODE, AS AMENDED, AND THE PROVISIONS OF THE ENGINEERING AND SURVEYING ACT, AS AMENDED, AND THE PROVISIONS OF THE PUBLIC UTILITIES ACT, AS AMENDED, AND THE PROVISIONS OF THE WATER AND POWER ACT, AS AMENDED, AND THE PROVISIONS OF THE PUBLIC UTILITIES ACT, AS AMENDED, AND THE PROVISIONS OF THE WATER AND POWER ACT, AS AMENDED.

DATE OF SURVEY: 08/15/2017

DATE OF RECORDING: 08/15/2017

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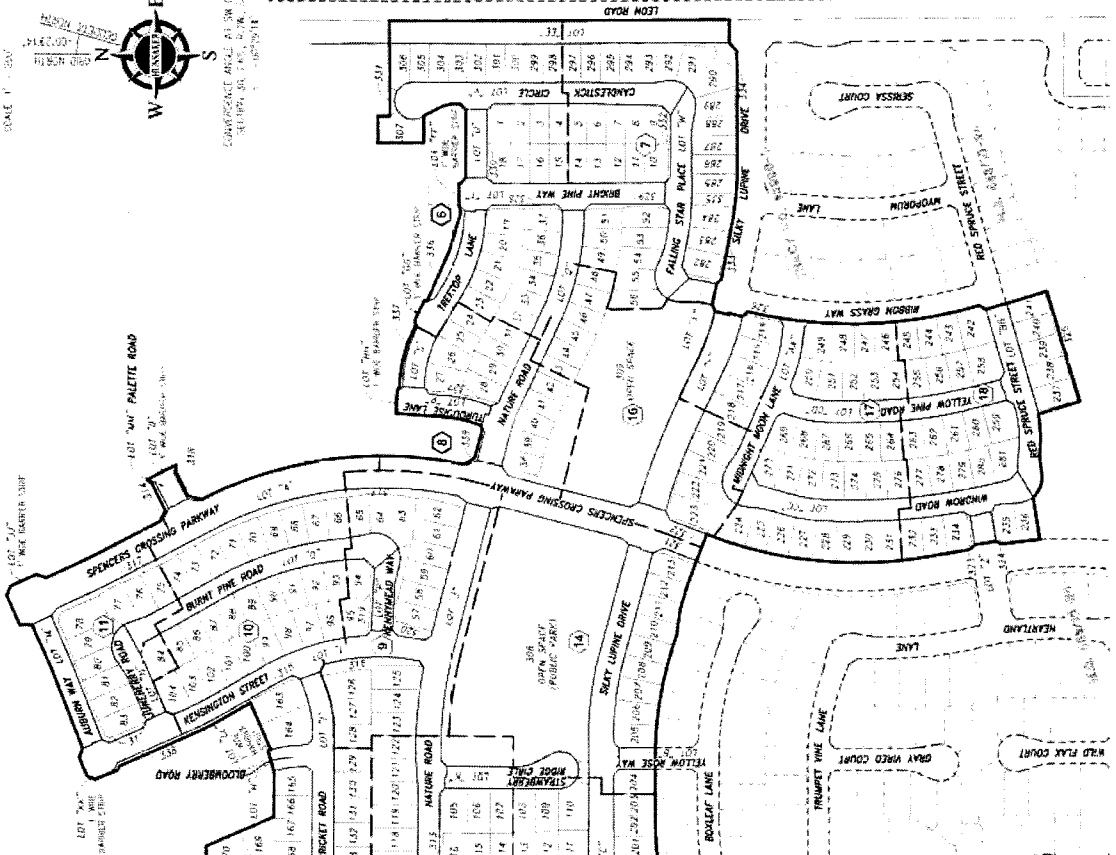
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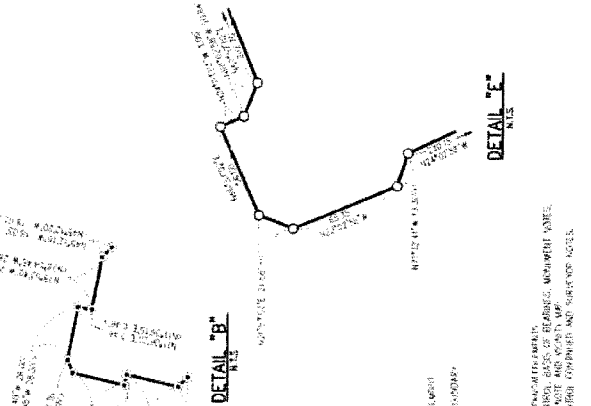
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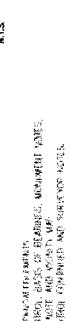
INDEX SHEET



DETAIL 'B'



DETAIL 'C'



### EASEMENT NOTES

1. AN EASEMENT FOR POWER, LIGHT AND CABLES IN FAVOR OF THE COUNTY OF RIVERSIDE, CALIFORNIA, IS GRANTED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY AND THROUGH THE COUNTY OF RIVERSIDE, CALIFORNIA.
2. AN EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES IS GRANTED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY AND THROUGH THE COUNTY OF RIVERSIDE, CALIFORNIA.
3. AN EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES IS GRANTED TO THE COUNTY OF RIVERSIDE, CALIFORNIA, BY AND THROUGH THE COUNTY OF RIVERSIDE, CALIFORNIA.
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SHEET INDEX

- (A) INDICATES SHEET 1
- (B) INDICATES SHEET 2

### NOTES

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

CERTIFICATE OF STATUS

ENTITY NAME: BROOKFIELD SOUTHLAND HOLDINGS LLC

REGISTERED IN CALIFORNIA AS: BROOKFIELD HOMES SOUTHERN CALIFORNIA LLC

FILE NUMBER: 200034010095  
REGISTRATION DATE: 12/01/2000  
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  
February 27, 2018.

ALEX PADILLA  
Secretary of State

CERTIFIED TRUE COPY OF CORPORATE RESOLUTION  
(Brookfield Homes Southern California LLC)

ANNUAL ELECTION OF OFFICERS

RESOLVED, that the following persons are duly elected, effective March 15, 2017, to serve as officers of the Company 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
NICOLE BURDETTE	Senior Vice President
THOMAS LUI	Vice President
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 Brookfield Homes Southern California LLC, a Delaware limited liability company, on the 15<sup>th</sup> day of March, 2017, 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 Brookfield Homes Southern California LLC, this 12th day of January, 2018.



Robin A. Rutherford, Assistant Secretary

**State of California  
Secretary of State**

**AMENDED CERTIFICATE OF REGISTRATION**

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

That on the 19TH day of APRIL, 2011, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as BROOKFIELD SOUTHLAND HOLDINGS LLC a limited liability company organized and existing under the laws of DELAWARE was changed to BROOKFIELD HOMES SOUTHERN CALIFORNIA LLC.

This limited liability company 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 as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
6TH day of APRIL, 2011.



*Debra Bowen*

**DEBRA BOWEN  
Secretary of State**





State of California  
Secretary of State

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

**APR 19 2011**

**LIMITED LIABILITY COMPANY  
APPLICATION FOR REGISTRATION  
CERTIFICATE OF AMENDMENT**

A \$30.00 filing fee must accompany this form  
**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

1. Secretary of State File Number **200034010095**

2. Name under which this foreign limited liability company is conducting business in California:  
**Brookfield Southland Holdings LLC**

3. **COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY. CONSULT THE INSTRUCTIONS BEFORE COMPLETING THIS FORM.**

A. The name under which this foreign limited liability company conducts business in California. (End the name with the words "Limited Liability Company," or "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")  
**Brookfield Homes Southern California LLC**

B. The name of the foreign limited liability company has been changed as follows and has been recorded in the home state or country:

C. State or country of formation of the foreign limited liability company, if false or erroneous at time of registration.

D. Date on which the foreign limited liability company was formed, if false or erroneous at time of registration.

E. Address of the principal executive office:      City                              State                              Zip Code

F. Address of the principal office in California:      City                              State      CA                              Zip Code

4. Future effective date, if any:                              Month                              Day                              Year

5. Number of pages attached, if any: **0.**

6. Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Person

**Richard T. Whitney, Chief Financial Officer**  
\_\_\_\_\_  
Type or Print Name and Title of Authorized Person

**4/19/11**  
\_\_\_\_\_  
Date

**RETURN TO:**

NAME            Robin Rutherford        
FIRM              Brookfield Homes Services LLC  
ADDRESS              12865 Pointe Del Mar Way, Suite 200  
CITY/STATE            Del Mar, California 92014        
ZIP CODE



I hereby certify that the foregoing  
transcript of 1 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

MAY 06 2011

Date \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State