

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



ITEM
3.38
(ID # 6987)

MEETING DATE:

Tuesday, June 12, 2018


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the Clinton Keith Road Community Facilities District No. 07-2
Transportation Mitigation Uniform Fee Program Improvement Credit Agreement
between Pardee Homes and County of Riverside associated with Lot Nos. 1
through 56 and 282 through 307 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 Pardee Homes (Developer) and County of Riverside (County) associated with Lot Nos. 1 through 56 and 282 through 307 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 5/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: June 12, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pardee Homes owns Lot Nos. 1 through 56 and 282 through 307 of Tract No. 37053-1 (Property). The Property consists of 82 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 6/4/2018


Leila Moshref-Danesh 5/30/2018


Gregory Y. Priamos, Director County Counsel 5/31/2018

0 420 840 1,680 Feet

1 inch = 833 feet

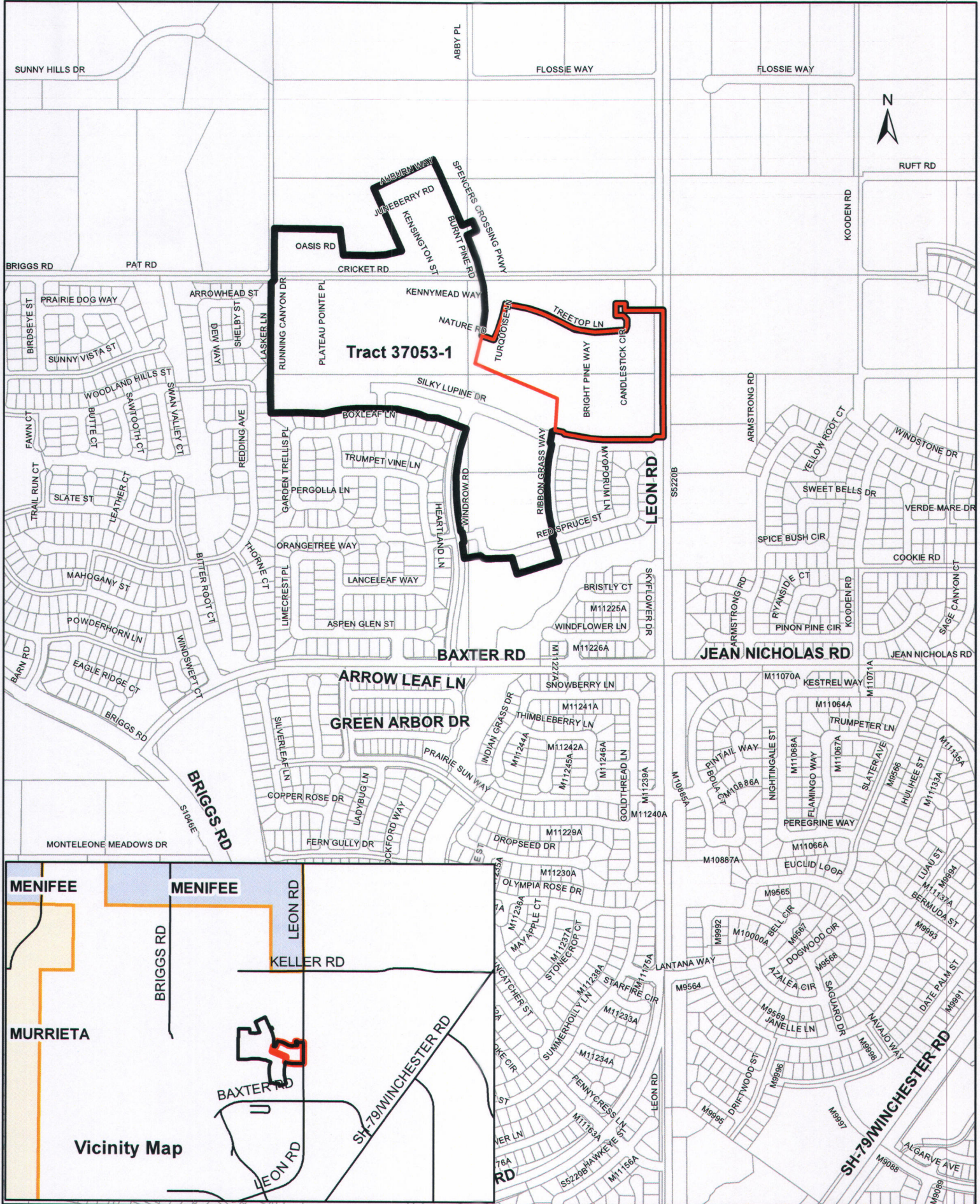
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 3/15/2018

Vicinity Map

Tract 37053-1

Lot Nos. 1-56 and 282-307

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.



**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
PARDEE HOMES,
a California corporation
IN LIEU OF MEETING**

The undersigned, being all of the members of the Board of Directors (the "Board") of Pardee Homes, a California corporation, (the "Company"), pursuant to Section 307(b) of the California Corporations Code and the Company's Bylaws, do hereby adopt by unanimous written consent (this "Written Consent") the following recitals and resolutions:

SIGNING AUTHORITY

WHEREAS, the Board has determined it to be in the best interests of the Company to specify the power and authority of certain officers of the Company to execute "Project Management Documents" (as defined hereinbelow) by and on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that Project Management Documents shall consist of:

- A. Agreements for Mello Roos and Special District (or Metro District) financing, including but not limited to Ballots, Reports and Certificates as needed for projects of the Company;
- B. Tentative and final tract maps, homeowners' association budgets, governing documents as defined in California Civil Code §4150 (including, but not limited to, Declarations of C, C & R's and Supplemental Declarations), any applications and Subdivision Questionnaires for the State Bureau of Real Estate; and any Preliminary and Final Plats, homeowners' association budgets, as needed for projects of the Company;
- C. Subdivision improvement, monumentation, grading, warranty, Bureau of Real Estate surety and tax bonds as may be required by various governmental agencies pertinent to the projects of the Company and Agreements relating to surety bonds, including but not limited to Subdivision Improvement Agreements, extension of time and one-year maintenance agreements in favor of various governmental agencies;
- D. Agreements on behalf of the Company for subdivision improvement and development, including but not limited to Road Improvement Agreements, Water Main Extension Agreements, Underline Extension Agreements and Utility Easements;

E. Agreements with agencies for gas, power, telephone, water or any other required utility; and

F. Recordable Memoranda of Agreements, Cost Sharing Reimbursement Agreements and School Mitigation Agreements.

RESOLVED FURTHER, that the following officers of the Company, duly elected and currently serving in the offices of the Company respectively set forth after their names, are hereby designated the "Project Management Documents Officers" and are each hereby authorized to execute on behalf of the Company and to deliver Project Management Documents:

Patrick Emanuel	Vice President
Michael C. Taylor	Division President - Inland Empire

Further Authorization

RESOLVED FURTHER, that the Project Management Documents Officers are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all instruments and documents related to the Project Management Documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company as are in such officer's sole discretion necessary or advisable and in the best interest of the Company in order to consummate the transactions contemplated by, or otherwise to effect the purposes of, the foregoing resolutions and recitals;

RESOLVED FURTHER, that any and all acts of the Project Management Documents Officers to the date of this consent in connection with the documents and transactions referred to in the preceding resolutions and recitals are hereby in each respect ratified, confirmed, and adopted and approved as the acts of the Company;

RESOLVED FURTHER, that the Secretary or any other officer of the Company be, and each of them hereby is, authorized to attest or witness the execution of any document authorized by the foregoing resolutions and to sign and affix the Company's seal to certificates and such other documents and instruments as may be necessary or appropriate; and

RESOLVED FURTHER, that the powers and duties herein prescribed be of continuing force and effect and all persons may rely on same until the Board of Directors of the Company shall by further resolution direct otherwise.

We direct that this Written Consent be filed with the minutes of the proceedings of the Board of Directors. This Written Consent may be executed in multiple counterparts, each of which shall be deemed an original Written Consent, but all of which, taken together, shall constitute one (1) and the same Written Consent, binding on the parties hereto. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

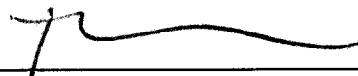
IN WITNESS WHEREOF, the undersigned being all of the directors of the Company have executed this Written Consent effective as of October 18, 2016.



MICHAEL D. GRUBBS



DOUGLAS F. BAUER



THOMAS J. MITCHELL

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

PARDEE HOMES

FILE NUMBER: C0538474
FORMATION DATE: 01/03/1968
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
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 authorized to exercise all of its powers, rights and privileges 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 November 02, 2016.

A handwritten signature in black ink, appearing to read 'Alex Padilla'.

ALEX PADILLA
Secretary of State

**COMMUNITY FACILITIES DISTRICT NO. 07-2
(CLINTON KEITH ROAD)
IMPROVEMENT CREDIT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

PTH This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of June, 2018, by and between the County of Riverside (the "County") and Pardee Homes, a California corporation (the "Developer"). The County and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Lot Nos. 1 through 56 and 282 through 307 (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 82 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, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To Developer: Pardee Homes
Attention: Robert Skands
1250 Corona Pointe Court, Suite 600
Corona, CA 92879
Phone No. (951) 428-4415
Fax No. (951) 428-4410

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]

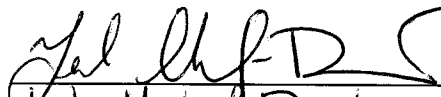
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE


RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

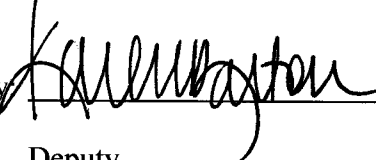
By: 
Deputy Lala Moshref-Daneesh
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:  Date: JUN 12 2018
CHUCK WASHINGTON
Chairman, County Board of Supervisors

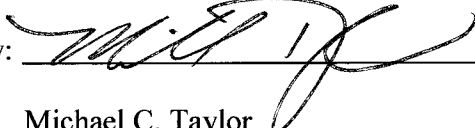
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By:  Date: JUN 12 2018
Deputy

DEVELOPER

Pardee Homes, a California corporation

By: 
Michael C. Taylor
Printed Name
President
Title

ACKNOWLEDGMENT

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

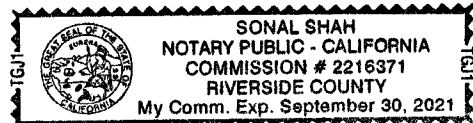
State of California
County of Riverside)

On April 19, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor
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 Sonal Shah (Seal)

EXHIBIT "A"

VICINITY MAP AND FINAL TRACT MAP

[ATTACHED BEHIND THIS PAGE]

0 420 840 1,680 Feet

1 inch = 833 feet

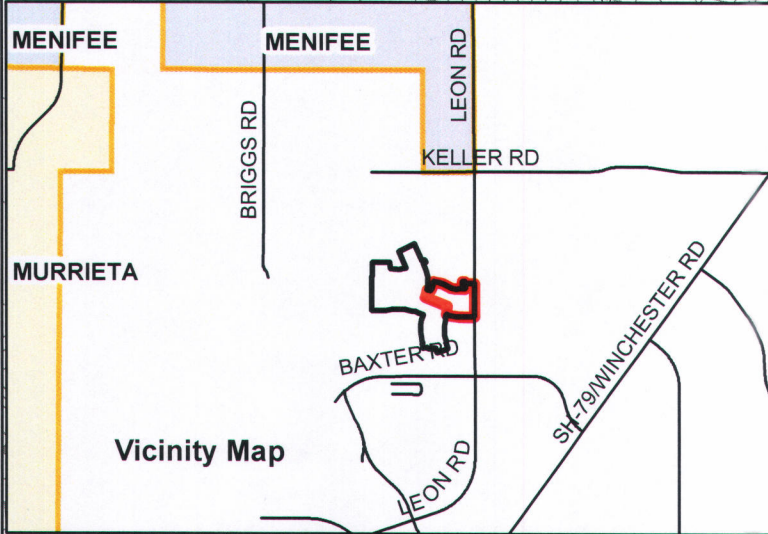
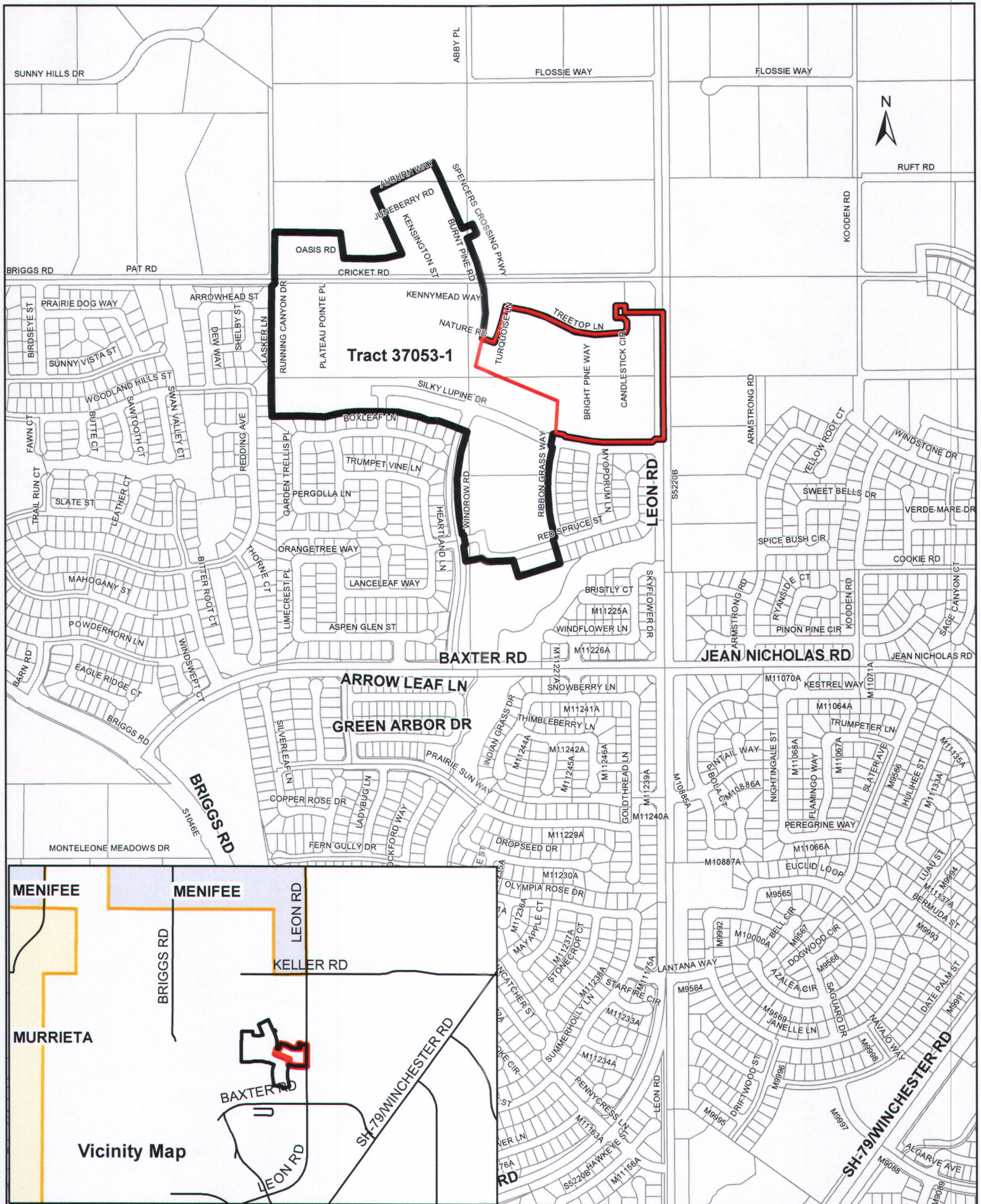
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 3/15/2018

Vicinity Map

Tract 37053-1

Lot Nos. 1-56 and 282-307

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.



2019-0429557 ORIGINAL

TRACT NO. 370583-1

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

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON... BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 THROUGH 6, INCLUSIVE, PARCELS 8, 9, 11 AND 12, AND ALL OF PARCEL 10...

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 PLACE WHERE THE SURVEY WAS MADE...

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS OR TAXES DUE ON THE PROPERTY DESCRIBED IN THIS MAP...

TRES-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...

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 OFFER OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES...

ACCEPTANCE STATEMENT

VALLEY-WIDE DEDICATION AND PARK DISTRICT HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFER OF DEDICATION MADE HEREON.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURPHREE CREEK/WARM SPRING VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE...

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

NAME: SCARLETT WHITNEY TITLE: CEO

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

NAME: SCARLETT WHITNEY TITLE: CEO

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

NAME: SCARLETT WHITNEY TITLE: CEO

OWNER'S STATEMENT

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 THROUGH 6, INCLUSIVE, PARCELS 8, 9, 11 AND 12, AND ALL OF PARCEL 10, MAPS AND A PORTION OF LOT 519 AND ALL OF LOT 525 OF TRACT NO. 30413, FILED IN BOOK 486, PAGES 23 THROUGH 60, INCLUSIVE...

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 PLACE WHERE THE SURVEY WAS MADE...

TAX COLLECTOR'S CERTIFICATE

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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...

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 OFFER OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES...

ACCEPTANCE STATEMENT

VALLEY-WIDE DEDICATION AND PARK DISTRICT HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFER OF DEDICATION MADE HEREON.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURPHREE CREEK/WARM SPRING VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE...

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

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NAME: SCARLETT WHITNEY TITLE: CEO

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

NAME: SCARLETT WHITNEY TITLE: CEO

RECORDER'S STATEMENT

FILED THIS 14th DAY OF DECEMBER, 2017, AT 2:24 PM IN BOOK 458 OF MAPS, AT PAGES 87 - 92, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO 2017-0429557 FEE \$ 46.00

PETER ADAMIA, ASSESSOR-COUNTY CLERK-RECORDED BY [Signature] DEPUTY

SUBDIVISION GUARANTEE CHICAGO TITLE COMPANY

DATE: October 10, 2017

JAN CHRISTENSEN, COUNTY TAX COLLECTOR, BY [Signature] DEPUTY

TRES-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...

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 OFFER OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES...

ACCEPTANCE STATEMENT

VALLEY-WIDE DEDICATION AND PARK DISTRICT HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFER OF DEDICATION MADE HEREON.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURPHREE CREEK/WARM SPRING VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE...

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

NAME: RANDI L. BARRETT TITLE: VEE PRESIDENT

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2017-0429557
ORIGINAL

AS/A

SHEET 3 OF 20 SHEETS

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

TRACT NO. 37053-1

BEING A SUBDIVISION OF PARCELS 2 THROUGH 6 INCLUSIVE, PARCELS 8, 9, 11 AND 12, AND ALL OF PARCELS 10, 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.

LASH MAD KANSAS(2007)
FOURTH FLUSH
CONVEYANCE SHEET
DAP NO. 07737M.3
E-6-07737M.3
CONV # - 07737M.3
SF - 0.99887M

MEG MAD KANSAS(2007)
FOURTH FLUSH
CONVEYANCE SHEET
DAP NO. 07737M.3
E-6-07737M.3
CONV # - 07737M.3
SF - 0.99887M

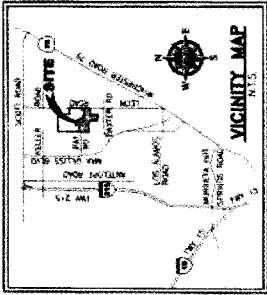
LEON ROAD
3
GENERAL FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
CONVEYANCE SHEET AT 5th CORNER
SECTION 30, T.6S., R.2W., S.80M.
E-6-073027.1
CONV # - 073027.1

DETAIL
SCALE 1/4" = 10'

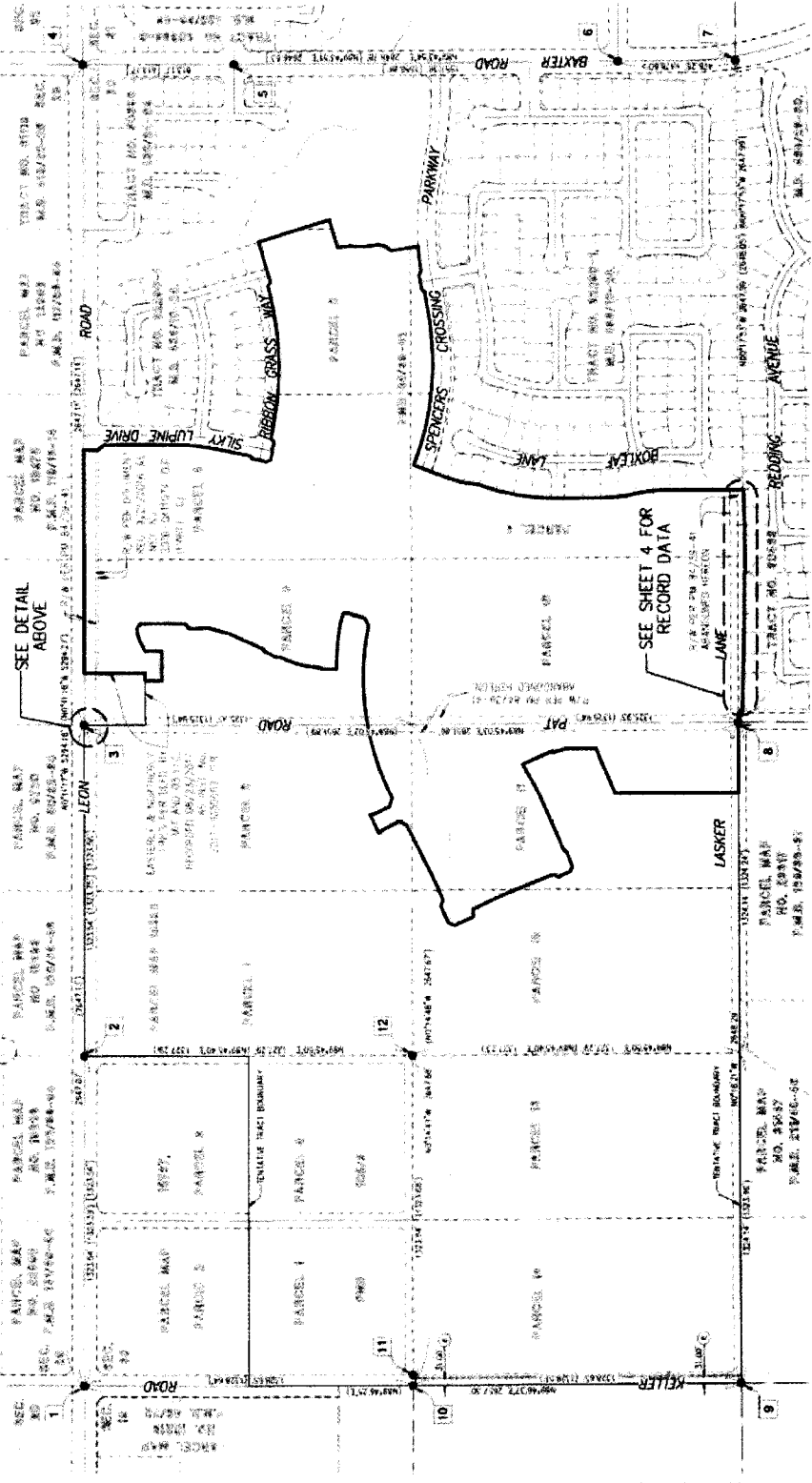


BASIS OF BEARINGS AND DATUM STATEMENT:

THE BASIS OF BEARINGS FOR THIS SHEET IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, BASED LOCALLY ON CONTROL STATIONING "MPT", "JASH" AND "MOKA" MAD KANSAS(2007) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE TRUE, GRADED BEARINGS AND DISTANCES FROM THE CONTROL STATIONING TO THE POINTS OF BEGINNING OF THE TRACTS ARE OBTAINED BY MEASURING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9999297. CALCULATIONS ARE MADE AT THE CL. CORNER OF SECTION 30, T.6S., R.2W., S.80M. WITH COORDINATES OF N=273244.3, E=429154.7, ASHD AN ELEVATION OF 144.8. DETERMINED BY U.S. SURVEYING METHODS USING INYARDIE COUNTY BENCHMARK T-43-P.



BOUNDARY CONTROL SHEET



SECTION 30 & 31, T.6S., R.2W., S.80M.

NOTES:
SEE SHEET 7 FOR MONUMENT ADJUSTMENTS.
SEE SHEET 4 FOR MONUMENT CONSUMERS AND SURVEYOR.
SEE SHEET 5 FOR AREA MAP AND EASEMENT NOTES.
SEE SHEET 6 THROUGH 28 INCLUSIVE FOR ADDITIONAL
LOTS AND EASEMENTS.

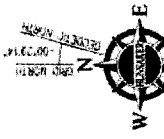
MONUMENT NOTES

- 1 FOUND MONUMENT AS NOTED
- 2 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 3 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 4 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 5 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 6 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 7 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 8 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 9 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 10 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 11 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD
- 12 FOUND 1" COMPRESSED FLUSH STAMPED 11.24.17
M.D. 11.24.17
AS THE CL. INT. OF LEON ROAD AND PAT ROAD

ENVIRONMENTAL CONSTRAINT NOTE:
ENVIRONMENTAL CONSTRAINT SHEET ATTACHED TO THIS MAP IS ON FILE WITH THE COUNTY OF INYARDIE COUNTY RECORDER IN LOT 300, BOOK 68, PAGE 111. THIS ATTACHED NOTE

2017-0429557
ORIGINAL

SHEET 5 OF 20 SHEETS



CONVENTIONAL ANGLE AS SHOWN
SECTION 36, T10N, R10E, S14M

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

TRACT NO. 370553-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 THROUGH 6, INCLUDING PARCELS 6, 9, 11 AND 12, AND ALL OF PARCEL 13, OF PARCEL MAP NO. 1000, FILED IN BOOK 64, PAGES 38 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, AND A PORTION OF LOT 100, PARCEL MAP NO. 1000, FILED IN BOOK 64, PAGES 38 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, ALL AS SHOWN ON SAID PARCEL MAPS, AND BEING A PORTION OF THE RIVERSIDE COUNTY RECORDS, CALIFORNIA, LYING WITHIN SECTION 36, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

JANUARY 2006 AND FEBRUARY 2015

HUNEMPER AND ASSOCIATES, INC.

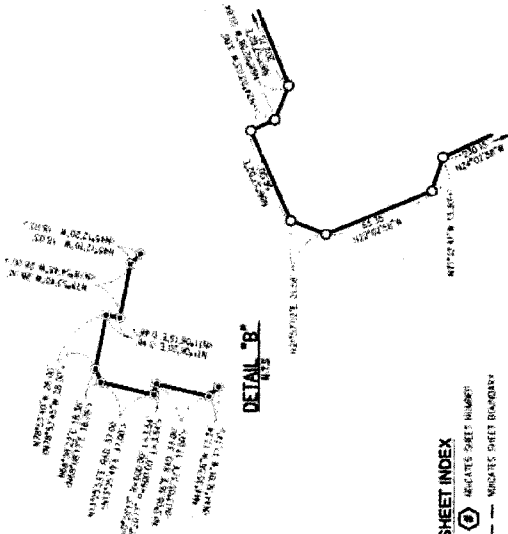
EASEMENT NOTES

- AN EASEMENT FOR ACCESS AND EGRESS IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDS SEPTEMBER 27, 2006 AS INSTR. NO. 2006-030104 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- AN EASEMENT FOR UTILITY PURPOSES IN FAVOR OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT AT DECATO AND SHAW HOLLOW CANYON AND SHAW HOLLOW.
- AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE PUBLIC AS DECATED AND SHAW HOLLOW.
- A RESTRICTION OF A HERETICAL, NON-ENCLOSING PUBLIC SERVICE FACILITY IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY RECORDED AUGUST 23, 2017 AS INSTR. NO. 2017-035862 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- AN EASEMENT FOR PUBLIC UTILITIES, ACCESS AND EGRESS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison RECORDED FEBRUARY 26, 2017 AS INSTR. NO. 2017-008268 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- AN EASEMENT FOR ACCESS, EGRESS AND PUBLIC UTILITIES IN FAVOR OF FRONTIER COMMUNICATIONS, INC. RECORDED IN INSTR. NO. 100 CALIFORNIA WATER AND TELEPHONE COMPANY RECORDED OCTOBER 12, 1980 AS INSTR. NO. 81976 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.
- AN EASEMENT FOR HERETICAL AND OR RIGHT PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 11, 2009 AS INSTR. NO. 2009-030881 OF OFFICIAL RECORDS, RIVERSIDE COUNTY.

INDEX SHEET



DETAIL 'B'



DETAIL 'C'

SHEET INDEX

- ① SHEET NUMBER
- ② SHEET BOUNDARY

NOTES:

SEE SHEET 1 FOR UTILITY APPROXIMATEMENTS.
SEE SHEET 1 BOUNDARY CORNER BASES OF BEARING, MAGNITUDE, DATE, ENVIRONMENTAL CONTAMINANT NOT AND NORTH MARKS.
SEE SHEET 1 BOUNDARY CORNER, CORNER AND SURVEY NOTES.