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



ITEM 3.46 (ID # 9944)

MEETING DATE:

Tuesday, June 25, 2019

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Clinton Keith Road Community Facilities District
No. 07-2 Transportation Uniform Mitigation Fee Program Improvement Credit
Agreement between Riverside Mitland 03 LLC and the County of Riverside
associated with Lot Nos. 166 through 293 of Tract No. 37053-2, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve and execute the Clinton Keith Road Community Facilities District No. 07-2
 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between
 Riverside Mitland 03 LLC and the County of Riverside associated with Lot Nos. 166
 through 293 of Tract No. 37053-2.

ACTION:Policy

Patricia Romo, Director of Transportation 3/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Navs:

None

Absent:

None

Date:

June 25, 2019

XC:

Transp.

3.46

Kecia Harper

Clerk

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 will be used on this project		oper Funded	d 100%.	No General F	unds	udget Adj	ustment:	No
					F	or Fiscal Y	'ear: 18	3/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside Mitland 03 LLC (Developer) owns Lot Nos. 166 through 293 of Tract No. 37053-2 (Property). The Property consists of 128 single-family residential units and is located within the boundaries of the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD), which is administered by the County of Riverside (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 and second phase of these improvements from Whitewood Road to Leon Road is complete.

In addition, the Clinton Keith Road Improvements have been identified as part of the Transportation Uniform Mitigation Fee (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

Impact on Residents and Businesses

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

ATTACHMENTS:

Vicinity Map

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

Clinton Keith Road CFD TUMF Agreement

Vason Farin Senior Management Analyst 6/19/2019 Gregory 7. Priamos, Director County Counsel

Leila Mashrof-Danesh
Leila Moshref-Danesh

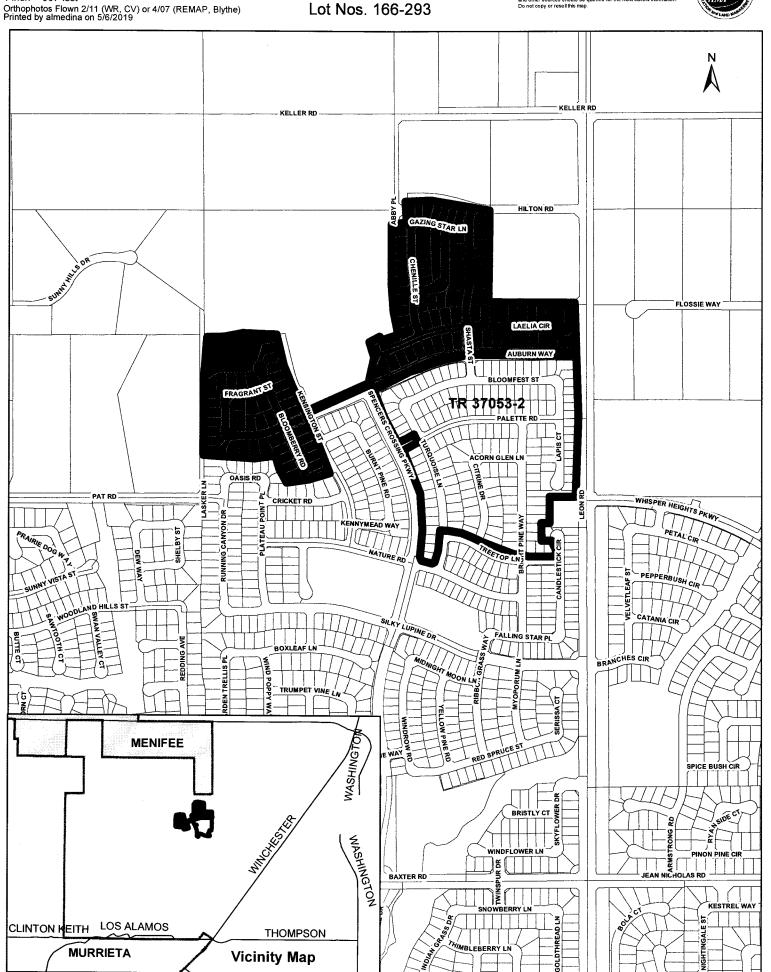
Feet 0 265 530 1,060

1 inch = 667 feet

Vicinity Map Tract 37053-2 Lot Nos. 166-293

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.





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

This IMPROVEMENT CRE	EDIT AGREEM	IENT (this "	Agreemen	t") is entered	l into this
25th This IMPROVEMENT CRE	$_{-}$, 20 $ \mathbf{q} $, by	and betwee	n the Cou	inty of River	rside (the
"County") and Riverside Mitland					
"Developer"). The County and the	Developer are s	sometimes he	ereinafter r	eferred to inc	dividually
as "Party" and collectively as "Partie	es".				

RECITALS

WHEREAS, the Developer owns Lot Nos. 166 through 293 (the "Property") of Tract No. 37053-2 (the "Tract"), for which a Final Map was recorded on October 25, 2018, as Instrument No. 2018-0421778 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 128 single-family residential units;

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

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

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

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

CFD 07-2 (Clinton Keith Rd CFD) TUMF Improvement Credit Agreement Riverside Mitland 03 LLC TR 37053-2 Lot Nos. 166-293 WHEREAS, the County, by the adoption of Ordinance No. 824, as amended from time to time, established the Transportation Uniform Mitigation Fee Program which requires a developer to pay the fee (the "TUMF") which is set by said Ordinance and which is to be paid as a condition of receiving certification allowing for the occupancy of a residential or commercial structure; the TUMF is intended to represent a new structure's fair share of the estimated costs to construct those transportation improvements needed to mitigate the traffic impacts and burdens placed on the Regional System of Highways and Arterials ("RSHA") generated by a residential or commercial development and determined necessary to protect the safety, health and welfare of persons traveling to and from such residential or commercial development using the RSHA;

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

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

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

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

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

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

TERMS

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

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

3.0 TUMF Credits

- 3.1 <u>TUMF Credits (After Bond Issuance)</u>: Upon issuance of the special tax bonds by CFD No. 07-2 (the "Bonds"), the Developer shall be entitled to credit against TUMF fees in an amount equal to the Developer's Share of Net Bond Proceeds per single-family dwelling unit (SFDU) or multifamily dwelling unit (MFDU) calculated for the Developer's Tract pursuant to Section 6.1.(a) of the Joint Funding, Credit and Reimbursement Agreement. Each SFDU or MFDU constructed within the Tract shall be eligible to receive a TUMF credit in an amount up to 96% of the TUMF in effect at issuance of a certificate of occupancy for each such unit then applicable to the Tract (the "TUMF Bond Credit"), provided the Developer's Share of the Net Bond Proceeds equals or exceeds the aggregate amount of the Developer's TUMF Bond Credit per SFDU or MFDU for the Tract. If the Developer's Share of the Net Bond Proceeds is less than the amount equal to 96% of the TUMF then applicable per SFDU or MFDU, the Developer shall pay to the County the sum by which the amount equal to 96% of the TUMF then applicable to such units exceeds the TUMF Bond Credit per SFDU or MFDU in securing a certificate of occupancy for such units.
- 3.2 <u>Program Administration Amount</u>: The issuance of any TUMF credits by the County for parcels within CFD No. 07-2 will require that four percent (4%) of the TUMF in effect at the time of issuance of a certificate of occupancy (the "Program Administration amount") be paid by the Developer to the County in accordance with the TUMF Ordinance, and will be transferred by the County to the Western Riverside Council of Governments (WRCOG) consistent with the TUMF Administrative Plan. The Program Administration amount represents the estimated maximum cost for administering the TUMF Program by WRCOG.
- of Bonds, the Developer requests that a certificate of occupancy be issued for each SFDU or MFDU constructed in the Tract, (i) such Developer shall pay to the County the Program Administration amount applicable to the Tract, and (ii) the Developer shall deposit with the County, as a security deposit, an amount equal to 96% of the TUMF then applicable to the Tract (the "TUMF Security Amount"). After satisfying the conditions above, the County will issue a credit to the Developer for such TUMF and, upon a determination by the County that all other conditions to the issuance of such certificate of occupancy have been satisfied, the County will issue such certificate of occupancy. The County shall deposit any TUMF Security Amount received into an account established with the County Treasurer (the "TUMF Security Fund"). The amounts in the TUMF Security Fund shall be kept separate and apart from other funds held by the County Treasurer and shall be invested by the County Treasurer in accordance with the County investment policies. All investment earnings on amounts on deposit in the TUMF Security Fund shall be retained therein until disbursed in accordance with this Agreement.
- 3.4 <u>TUMF Security Reimbursement (After Bond Issuance)</u>: If the Bonds are timely issued in accordance with the Joint Funding, Credit and Reimbursement Agreement, the County shall reimburse from the TUMF Security Fund to the Developer that deposited with the CFD 07-2 (Clinton Keith Rd CFD)

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

- 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 <u>RBBD Fee Credits</u>: Upon issuance of the Bonds, if the Developer's Share of the Net Bond Proceeds exceeds the aggregate amount of the Developer's TUMF Bond Credit per SFDU or MFDU for the Tract, the Developer shall be entitled to credit against RBBD fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF CFD 07-2 (Clinton Keith Rd CFD)

TUMF Improvement Credit Agreement Riverside Mitland 03 LLC

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

4.0 Miscellaneous

- 4.1 <u>Assignment</u>: The Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Tract (an "Assignment"). The Developer and such purchaser and assignee (the "Assignee") shall provide to the County such reasonable proof as it may require that the Assignee is the purchaser of said lots within the Tract. Any assignment pursuant to this Section shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County in a form reasonably acceptable to County, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including the TUMF credit amount for each single-family dwelling unit developed on a lot within the Tract or for each multifamily dwelling unit developed on a parcel within the Tract purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.
- 4.2 <u>Relationship between the Parties</u>: All Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between the County and the Developer.
- 4.3 <u>Indemnification</u>: Developer agrees to protect, indemnify, defend and hold the Community Facilities District, the County, its elected officials, directors, officers, employees, agents and representatives, individually or any combination thereof (the "Indemnified Parties"), harmless from and against any and all claims, including, but not limited to, third-party claims, and against any and all losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which the Indemnified Parties may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, as a result of, or by reason of, or arising out of, or in consequence of (a) the approval of this Agreement, (b) the awarding of credit pursuant to or on account of this Agreement, and/or (c) the untruth or inaccuracy of any representation or warranty made by said Developer in this Agreement. If said Developer fails to do so, the Indemnified Parties shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from said Developer. The provisions of this Section shall survive the termination discharge or other termination of this Agreement.
- 4.4 <u>Warranty as to Tract Ownership; Authority to Enter Agreement</u>: The Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. All Parties warrant that the individual(s) who have signed this CFD 07-2 (Clinton Keith Rd CFD)

TUMF Improvement Credit Agreement Riverside Mitland 03 LLC Agreement on behalf of such Party has the legal power, right, and authority to enter into this Agreement and such individual signing this Agreement has been duly authorized to do so, on behalf of said Party.

- 4.5 Other Agreements: Nothing contained herein shall be construed as affecting the County's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Tract(s), which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement.
- 4.6 <u>Notices</u>: All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To County: County of Riverside

Transportation Department

Patricia Romo, Director of Transportation

4080 Lemon Street, 8th Floor

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

To Developer: Riverside Mitland 03 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 <u>Cooperation; Further Acts</u>: All Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 4.8 <u>Interpretation; References; Captions</u>: It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against any of the Parties as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to the Developer include all its officers, personnel, employees, agents and representatives, except as otherwise specified in this Agreement. All references to the County include its elected officials, directors, officers,

CFD 07-2 (Clinton Keith Rd CFD)

employees, agents and representatives, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 4.9 <u>Amendments</u>: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.
- 4.10 <u>Waivers</u>: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.
- 4.11 <u>Binding Effect</u>: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- 4.12 <u>Third Party Beneficiaries</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.13 <u>Invalidity</u>: The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy was not contained herein.
- 4.14 <u>Consent to Jurisdiction and Venue</u>: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- 4.15 <u>Attorneys' Fees</u>: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.
- 4.16 <u>Time is of the Essence</u>: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.
- 4.17 <u>Merger Clause</u>: This Agreement contains the entire agreement between CFD 07-2 (Clinton Keith Rd CFD)
 TUMF Improvement Credit Agreement
 Riverside Mitland 03 LLC

the Parties with respect to matters specifically addressed herein and supersedes any prior oral or written statements, negotiations, or understandings concerning such matters which are hereby merged into this Agreement.

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

[Signatures of Parties on Following Pages]

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

COUNTY OF RIVERSIDE	DEVELOPER
By: Patricia Romo Director of Transportation APPROVED AS TO FORM: By: County County Counsel APPROVAL BY THE COUNTY BOARD OF SUPERVISORS: KEVIN JEFFRIES Chairman, County Board of Supervisors	Riverside Mitland 03 LLC, a Delaware limited liability company By: David E. Bartlett Printed Name Vice President Title By: Richard T. Whitney Printed Name Chief Financial Officer Title
ATTEST: Kecia Harper Clerk of the Board	

Deputy

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

STATE OF CALIFORNIA)	
COUNTY OF Orange)	SS

On May 14, 2019, before me, Danielle Monique Moss, Notary Public, personally appeared David E. Bortlett & Richard T. Whitrey, 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 is 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.

DANIELLE MONIQUE MOSS
Notary Public - California
Orange County
Commission # 2254683
My Comm. Expires Aug 17, 2022

Danielle Monigue Mass Notary Public

EXHIBIT "A"

VICINITY MAP AND FINAL TRACT MAP

[ATTACHED BEHIND THIS PAGE]

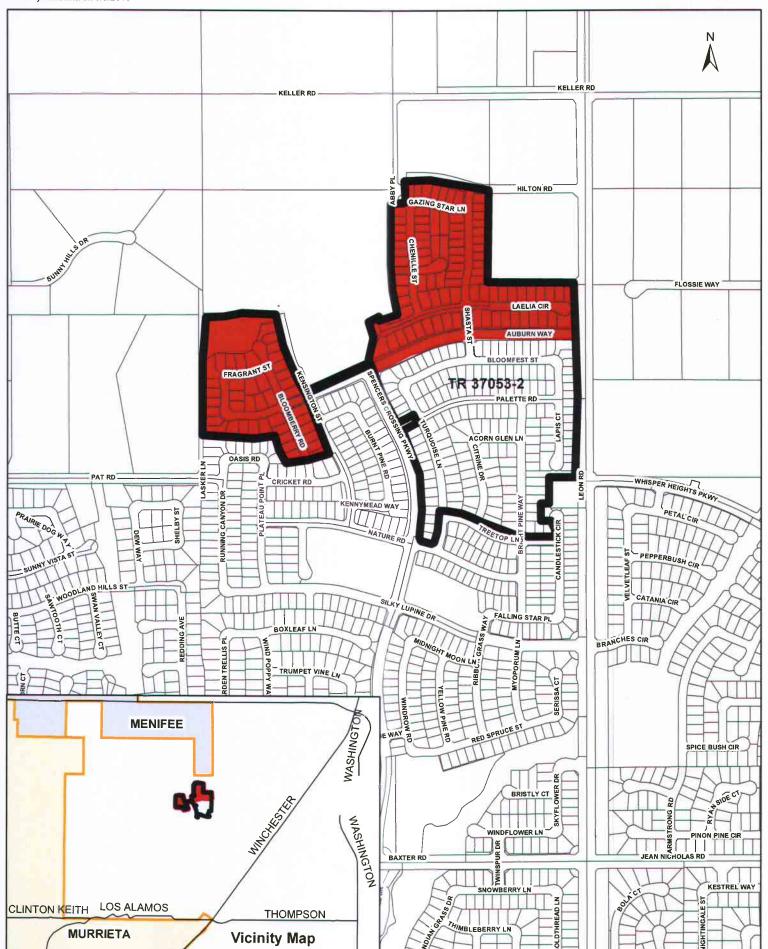
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1 inch = 667 feet
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Printed by almedina on 5/6/2019

Vicinity Map Tract 37053-2 Lot Nos. 166-293

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





FILED THIS LCT BAY OF OCTUBER 2018, AT 115 IM. IN BOOK #64 OF MAPS. RECORDER'S STATEMENT

AT PAGES 42 - 109 AT THE REQUEST OF THE CLERK OF THE BOARD. NO. 2018-0421778

FEE & AS -

SUBDIVISION GUARANTEE: CHCAGO NILE COMPANY

PETER ALDANA, ASSESSA-COUNTY CLERK-RECORDER BY: Marker J. Change DEPUTY

TAX COLLECTOR'S CERTIFICATE

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JOH CHRUSTENSEN, COUNTY TAX COLLECTOR. BT. CHRUSTENSEN, COUNTY OF TEPUTY

THE BOND CERTIFICATE

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JASH CHRISTERSEN COUNTY TAX COLLECTOR 102

A SERVIN

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF HONDERS, STAFET OF LUCTORIAN, AT 18 ENDING OF SHEEPINGS HER HERST PAPPINGS THE METER LUAR AND ACCEPTS THE GFERS OF FERCHTORING WASE WEIGHT FOR PUBLIC FRAME WHILE UNLITY COUNTY OF ANY AS PART OF THE COUNTY MAINTAINED MOAN SYSTEL, SUBJECT TO IMPROFESHING MAINTAINED MOAN SYSTEL, SUBJECT TO IMPROFESHING METERS AND STAFE AN

The opter of deflication lade (reedon of the Drainage Eascarth with Latitasis H**erady Allette Por** Constitucion and Lamethares of Drainage Tradities. Subsect to Informetatis in Accordance with County Standards.

THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENT OVER LOT 300 IS HEREBY HOT ACCEPTED.

The Offer of Dedication Made Hereon of the Storm Drain Easement is Hereby not accepted. THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

THE OPFER OF DEBICATION HAVIE HEREON OF THE BLANKET DRAMAGE EASELENT OACR LOT 308 IS HEREON ACCEPTED THE MADIANG FACILISATION AND HAVINGHAGE OF DAMAGE FACILISATION SHOUNDINGS.
ACCEPTED FOR COMPATION AND HAVINGHAINS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE, HERICON OF THE BLANKET ACCESS EASEMENT, FOR INGRESS MAD EQUIESS, TO MAD FROM THEM BRUNNEE EASEMENTS FOR CONSTRUCTION AND MANNIFILMING OF DRANKEE FACULIES, IS HEREBY FOR ACCEPTED.

COUNTY PARSOL, SIVE DE CEORHIA BY: CHARLANI OF THE BOARD OF UPPRINSORS

ATREST.
NECOA HAMPER-HEM
CLERK OF THE BOARD OF SUPERANSORS
BY: TYNNIAM THE TO SEPUTY

VALLEY-WOE RECREATION AND PARK DISTRICT ACCEPTANCE STATEMENT

WLLEY-WEE SECRETION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HIERBY APROVES THE TILACT, MAP BUT DOES NOT NOW ACCEPT THE HREVOLABLE OFFER OF COUNCIND MARE HERCH.

21.8.18 DEAH WETTER GENERAL MANAGER DATED: 97.

SEC. 30, f.65., R.2W., S.B.M. I.P. No. 180033

SCHEDULE 'A"

SURVEYOR'S STATEMENT

OWHER'S STATEMENT

TRACT NO. 37053–2

BIEN OF PARCEL IN THROUGH, EMPELSE IN THE OLD 1. 1 HOLDING, OF PARCEL MAP OF PARC

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

HIS MAP HAS PREPARED TO BY LEG WHIGHEN TO OCCURE HAD BE DEADLY OF A FILED SHIPET IN PROCEEDING THE HER RECHREGATION OF THE SHIPMEN HAD PACKED WORK FORD MARKET THE PRESENCE OF PRESENCE HADOO SELLED. IN JUNIOR TO COME PERMITS TOTAL LOCATESTATION THAT ALL MEMBERS HER RECHREGATE AND OCCUPY THE POSTIONS INDICATED OF THAT THEY WALL HE SET IN CORREST THE TOTAL OF THE LOCATION OF THE SHIPMEN THE PROCESS. THE GUIDALENTS ARE, SHIPMENT TO CONTINUE THE SHIPMENT AND THE GUIDALENTS ARE, COMPACTED TO SHIPMENT THE GUIDALENTS OF THE SHIPMENT TO THE SHIPMENT TO THE SHIPMENT TO THE SHIPMENT TO THE SHIPMENT AND THE SHIPMENT TO T REFERS STATE TAN, R.A. ZH. DE OMBROG OF THE LUAN BURGLIDS WHINN THE SUBMINGSON SIGNM HERGON. THAT WE ARE ALSO WHINN THE WEST OF CALL SHOWN THE TO SHOW THAT TO SHOW THAT TO SHOW THAT THE SUBMINION THAT TO SHOW THAT THE SUBMINION THAT SHOW THE REAL PROMERT NO SECREMENT OF THIS SUBMINION THAT SHOW THE S5 A COMMING OF URDCAINEN OF UGT "2", AUBURN HAY, LOT IN", HEIDEN ROUD AND LOT "A". LEDEN ROUD, THE OWNERS OF LOTS TO MINGOOD IN U. BLOOGH TON, BLOOGH TAKED STATE OF ALROWERS OF ALROWERS HAY L'ASCEDENT OF THATE, ANY CHANGE OF ALROWERS THE STATE OF THE TOWN THAT BLOOGH TON TOWNERS WHAT ENDANCES HAY WACKED. TO HE VARI VACATION TO BE TO BE TOWNERS TO THE TOWNERS OF THE TOWNERS TO BE TOWNERS.

HUDDLESTON JR. L.S. 7083 A IE:

THE ACT HOPETHY DESCRIBED RELOW IS DERIVATED AS AN EASINGLY FOR PUBLIC PHRYOGES. ADVITEDS RUBBIS TO ACCESS ALONG SPENGESTS CONSIDER PORRWAY. THE OWNESS OF LOUS LAT, RECUENT, LESS ALONG SPENGESTS CONSIDER PORRWAY THE OWNESS OF LOUS HAVE NO WAY NOT YOUR THE MEMBER AND THE WAY THE WAY THE WAY THE WAY THE WAY THE SECOND OF THE VACANTAL ANT CHARGE OF AUGUSTED OF RUBBIS OF THE VACANTAL HIT GRANGE OF AUGUSTED OF RUBBIS OF THE VACANTAL HITEROF SHALL SHE WAS THE WAY WAY THE WAY THE

DIE REA, PROTERTY DESCRIBED BELOW IS DEDICARD AS AN EASOMENT FOR PUBLIC PURPOSES. LOIS "AA" HIROODIS IT": INCLUSINE, THE PEDICATION IS FOR (1) ONC-FOOT DANKER STRIPS FON HOUD AND ACCESS. HIROODES.



COUNTY SURVEYOR'S STATEMENT

ihe rea, property rescribed belon is dedicated as an easeaight for publices. A drawinge Easeacht Lynn Withm 107 209 as sugmi hergot, hie dedication is for construction and maintenance of Property Faculist.

2016 DAMO L MCMILLAN, COUNTY SURVEYOR LS. 8468 EXPIRES: 12-31-2018 1 11-01

THE BEAL PROPERTY DESCRIBED BILDNY IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPLIESS. A BILANKET STORW DOWN SCACKHY LINE CONSTRUCTION AND MANIFECH. THE DEDICATION IS FOR THE CONSTRUCTION AND MANIFEMENTE OF TUDO CONTROL. FACURES.

THE REAL PROPERTY DESCREED BELOW IS DEDICATED AS AN EASCHEIN FOR PUBLIC PURPOSES. "WATER OUGHT TO FORF ALL OF WIREF WOULTH BASH LOT NOW, HE DEDICATION IS FOR WATER OMAINT WHO REPECTION INFORMATION IS



ABANDONMENT HOTE

THE TEXT, FRONTENT DESCRIBED BILLOW BY DERCATED AS AN EXCLICIT FOR FURDOR FURDOR FUNDER.
ACCESS EARSHATTURED ORFEL LOT 306, AS SHOWN HEBBON. THE OBDIGINALLY STORM BENDER.
ACCESS EARSHATTURED ORFEL CONTINUES AND AUGUSTRATES OF STANKING FACILITIES.

THE PROPERTY OF THE STANKING FOR THE STANKING STANKING FACILITIES. THE HEAL PROPERTY DESCRIBED DELOW IS DEDICATED AS AN EASTAGN FOR PUBLIC PURPOSES 10 WALLEY-WOE FREGERIA AND AND PAREN SOURCEMEN. ALL OF 10.1 TAGA AND A PARTION OF 10.1 30 AS SHOWN HEREOW, FIRST OF CALFFORM. ALL OF 10.1 HANDING PUBLICATION IS TOR OPEN SPACE, AND LANDSCAPE, JANNIERIANCE PURPOSES, AS SHOWN HEREON.

nię rea, properity described below is dedicated as am easement for public parposes. A beauxei Dramang esement the other (1015 ag and 206 as shown hereum, ine dedication is for construction and authetance of pramare taculties.

PURSUANT TO SCIUDNS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING.

1) A PORTION OF PAT ROAD AS SHOWN AS PORTIONS OF PARCELS 2 AND 3 ON PARCEL MAP NO. 1430, GILED IN AND ROOK AT, RAKES 39 TO A, PE PARCEL, MARS 18 HE OF RICCE OF HIE COUNTY NECORDINA OF WRITENIBLE COUNTY, ACCEPTED OF RESOLUTION AS INSTRUMENT NO. 3-4481, RECORDED SEPTEMBER. 1, 1932, OF OFFICIAL RECORDES, OF INVERSION OF THE SECOND OF THE PART AND SHOWN.

2) A FORTION OF LASKEN LANE AS SHOWN AS PORTIONS OF PARKELS II AND 12 ON PARKEL, MAP IN 1430, TALLS IN AND BOOK OF A FASES, 33 TO 41, OF PARKEL, MASS II HE GREEGE OF HIS COUNTY RECORDER OF WIRKSHIPE COUNTY, ACCEPTED BY RESOLUTINA AS INSTRUMENT HO. 3-4416. *RECORDER SEPTEMENT IN SHIPMANT HO. 3-4416. *RECORDER SEPTEMENT IN SHIPMANT HE BOUNDARY OF THIS TRACT MAR OS SHOWN.

3) A PORTION OF FLOSSES WAY AS SHOWN AS 107 "1", AND LOT "N" ON PARCEL MAP NO. 15737, RIED MAP NO. 15737, RIED MAP NO. 1574, S. PARCEL OF THE CONTITY RECORDED OF RIVERSING COUNTY, WHIME HE EDUNDARY OF HIST RIACT LAMP AS SHOWN.

REAL PROPERTY DESCRIBED BULDON IS REDUCACION PER ET CRP PUBLIC PUBPICISTS TO ALLITE-WING RECEATION AND PASSE DESIRED, COUNTY OF RATESBE. STATE OF CALIFORNAL, CIOS 294 THROADE 299. LAUGUSEL, LOIS 204 THROADE 399, MENDENAL SALVANDEADE ALLINGUEMEN SERVICE AND SALVANDEADE ALLINGUEMEN SERVICES. AS SHOWN HEREON.

we hereby retain lot jos for water quality bash purposes, as shown hereon, for the sole beaent of ourselves, our successors, assignees, and lot owners within this trace map.

hërëdy retain lot 300 for open space and landscape mantenance purposes, as shoinn hereor, i ne sole benefit of odkselves, onr successons, assignees, and lot omners when this tract

4) A FORTION OF ABBY PLACE AS SHOWN AS 107°E" AND 101°T" ON PARCEL MAP NO. 16737, FLEB LIAMS IN THE OFFICE OF HICE COUNTY RECORDED OF RIVERSOE COUNTY, WITHIN THE BOUNDARY OF THIS TRACT MAP AS SHOWN.

S) A PORTION OF HILTON ROAD AS SHOWN AS LOTS I' AND 'J'. ON PARCEL MAP NO. 15737, FILED MAP ONCE ON TO SPACE. THE OWNERS OF NOVERSIDE COUNTY, MENN THE EDWINDART OF THIS TRACT MAP AS SHOWN.

Hopuller

RIVERSIDE MITLAND 03 LLC, A DELAWARE LIMITED LIABILITY COMPANY

as Elm

NAME: DAVID E. BARTLETT

HRE MCE PRESIDENT

NAME: GICHABD I MATERIX TRE: CEO

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

NOTICE OF DRAINAGE FEES

ONDIGE SERVENT ONCY HAN INFORMERS REQUESTED SECURIES TO BE ALBEREZ ACEST, PARAN SERVENT VALLY AND SECURIES AND SECURIES AND SECURITY OF SECURITY IN SECURITY IS SUBJECT IN SECURITY OF PER CONTINUED.

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Page 5 of 22

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NOTARY ACKNOWLEDGMENT
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STATE OF CALIFORNIA

ON Sectionistic State Before ME. Meaden Kneeth, Notice Public COUNTY OF COLUMNS

PRESONALY APEARD.

DANA E. BOLTHETT

WHO PHONE OF THE BEST HANGEST HAN

CERRY UNDER PENALTY OF PERAURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE CHECCHIL PARAGRAPH IS TRUE AND CORRECT.

MINESS AN HANDAND OFFIAM, SEAL.

MY FRINCIPAL PLACE OF BUSINESS IS IN OFFEND ANY COMMISSION HUMBER IS ALL THE ANY COMMISSION EXPINES ALL ANY AREA

COUNTY

ON Sustentur 6, and BEFORE WE. Mangan Knoth, Noteny Public.

COUNTY OF DEPARTS. STATE OF CALIFORNIA

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

WINESS MY HAND AND OFFICIAL SEAL SCALAINES WE ANOTHER PUBLIC

NY PRINCIPAL PLACE OF BUSINESS IS IN OVERLY.

ILY COMMISSION NUMBER IS ALLY THE WAY COMMISSION EXPIRES LAND ALL TO BE

SHEET 2 OF 18 SHEETS

SHEET 3 OF 18 SHEETS 300 ENVIRONMENTAL CONSTRAINT NOTE epixromichial consimani shiet affectano biis ala is pre in the office of the riversof conity surveyor, in e.c.s. book 4<u>3</u>, pace <u>14</u>, his affects all lots. [9] FOWD 1 If 1P. WITH PRINTEDE CHONITY SURVEY INC STANDED 2: 10 S M2, UP 43; VPB RAME, SW I LOS, RIJM AND PLU 10: 15737, PMB 105/1, ACCEPTED AS H J COR. SEC. 30. [4] FORBO P. COPPERAÇIO, FUURI, SIANTO, US 63-17; PER BACE NO MOSSI, UB 408/59-112, AT DIE CA, BIT OF FEON FROM AND DANCER ROMA, ACCEPTED AS THE SEC, CORNER. VICINITY MAP 10 A FENCE OL INT. KCILER ROAD. PER TRACE NO. 36691, US 4465-012. $[\overline{T}]$ foard 1" i.p., flust, faced 1s 1033" fer iraci as 1033, as 133/23-60, acceptin as the CL end of graffer rone A MAN TO A MAN TO A MAN TO A MAN THE MAN TO A MAN THE A MAN TO A MAN THE A M [12] 19000 1" LP., CH Q.4", HO TAC, PER PARCEL WAP HO. 15737, P.M.G. 103/3. ECTION 30 & 31, 165, R2W S.B.B.&M. T GOME 1' 1P. WIN PLUG, TARGED BIV. CO. HANS.
A TAGE FOR HALT WAS 32300-1, ME 453/10-74,
ACCEPTED AS HE C. BIL. OF MELLER ROAD AND
LECH HOMO. ED FOARD 1" COPPERATIO, FUUSI, STANFED 'LS 1547",
FEB FRACE HIS, 30654, UB (003/39-11), ACCEPTED INC. U. BIT, OF LEDIT FOAD, AND FLOSSIE WAY. [3] FOUND 1" COPPERMEND, FUNNY, STANBED 15, 45217.
[3] FACET 100, 50554, 104, 10554, 10557, ACCEPTED 8.5 1
1" COPPERMEND, FUNNY, STANB NEEDING, 1"
1" COPPERMEND, FUNNY, STANB NEEDING. (6) FOUND 1" COPPERMED, FLUSH, STAMPED "LS ASLY" PER HACE HO 30694, WB 469/90-112, ACKEPTED THE CI, NH AF DAXION ROAD AND RUDONGGE LANE. 5) PEN BACT 10 COPPERMED, FLUZIL STAMPED '13 4547-PEN BRACT 110 JOGO4, 110 4108/99-117, ACCEPTED ING CL. INT. OF BANICH ROAD AND THINSPIRE DRIVE # FORAD 1" 1.P., AND TAG "LS 2013", FLUSH, PER 1946 I MAGE LARP NO. 37053-1, MB 458/33-56. 11 PARCEL MAP NO. 1439, PADOEU PROE 23713, PER FUND UNNUMERT AS HIDICATED. SCALE 2014 - D#LI 778 MONUMENT NOTES ORIGINAL 8 HEARTH STATES, VERY AND THE STATES OF THE ST \$7-88/807 TH THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALLFORMA STATE PLANE COMBUNATE SYSTEM, CCS43, TONE 6, BASED LOCALLY ON CONTROL STATIONS WACT NO. STIP M.B. 418/28-28 SEC. BASIS OF BEARINGS AND DATUM STATEMENT. HERNE A SUBDIVISION OF PORRIGES I THROUGH 2, INCLUSIVE, PARCELS II THROUGH LI, INCLUSIVE, OF PARCEL MAP NO, 1430G FUED IN ROCK 84, PACES 39 THROUGH 41, INCLUSIVE, OF PARCEL LAND'S, FOR FUED OF PARCEL MAP NO, 15731, FUED IN BOOK 102, PACES 1 MAP AND IN THE OFFICE OF THE INVERSIGE COUNTY RECORDER, CALIFORNIA, CHIEDMAN COUNTY RECORDER, CALIFORNIA, CHIEDMAN SCOOLARS, HULL AND ASSOCIATES, HIC. M. B. 686/89-60. Parcel Bay No. 16205 P.M.E. 117/85-64 THACT NO. 37963-TRACT NO. 37053-2 THACY 80. 37963-1. L'YRACT NO. SGUSS LEON ROAD - [3] jaach na 1804, na 1849a-112, 1860'n 1841's pen -1" COPTEMELD, PLUSH, ALEGIASE, NOT ACCEPINED AS THE CL. OT. OF LEGIT ROAD, AND PAY FOUND. IN THE UNINCORPORATED DETAIL SOUR 7-56/48 VA 939 W —1805A 1840 834(458) 3544E 1-10 TONDO BRASS 1955, FLUSH IN COMARKE 51AMED 'DUM (RP1 OF IRANS 1-2128/316/31 1-2125/31/20 57-(409948/59) FASTERY & ACREMENTY
UNES FOR DEED TO ACREMENT OF ACREMENT OF ACREMENT OF ACREMENT AS MET TO ACREMENT OF ACREMENT O Harriers W.C. Vicedi 9 PANCER 8 Pancel Rap Ro. 9720 P.S.M. 64/511-94 7 FARCE Panch, Mar No. Mote Pan. (84/86-87 (6年) (8年) 8年) N/W PER PW B4/39-41 ABANDONED HEMEON. MARCH LANE DANCE MAD MANA PARICEL HAY RE, 19408 Paric, 106/46-68 Contract of the second 43 PANGE. PARCEL 3 (000) SELLOS (100) PERSON WINE (WILL) 2 10 (1751'W 2847.90' 1124'-4131'F TENTARM RACI BEAMBARY PANCEL MAP HO. WHEE PARM MAYOR-SA PARCEL MAP HO. S1867 P.SE. S17765-68 S PANCEL. PARCEL S -- LEON (\$160,43,44°R 631.61 PANCES. 4 19570 150.52, (157,157) (166,190)) (17,175)) PARTEL MAP HO. MRES LEEC, P.E.S. WAYNA-SE FELSE (GELST)

FELSE (GELST)

FINISHE SECT (GELST) PACTOCIAL BALL LASKER PANCEL 1 PANCEL S FARSE, 19 93.00 DASH HAB BS(HSRS2007) -FOURD BRASS DISC, FLUSH
IN CONGRETE STAMPED
"CALF DEPT UF HRANS,
H=2175945.413
E=6507144.153 (E) 00 (F) 1100,O Œ DE12 NAD BJHSKSZGIJ] FOURD STARKESS STEL ROD IN SLEEVE, FLUSH, H=2234806.981 E=6763416.640 91567 50454 91567 50 87745 51813 2 KETTEB ¥ 3 [E] 0

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