

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



ITEM: 2.10
(ID # 11636)

MEETING DATE:

Tuesday, February 11, 2020

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Development Agreement No. 73 2019-2020 Annual Review Report - Villages of Lakeview (Nuevo Development Company, LLC). District 5. [Applicant fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. In accordance with Government Code section 65865.1, find on the basis of substantial evidence that Nuevo Development Company, LLC is in good faith compliance with the terms of Development Agreement No. 73 as documented in the attached Annual Review Report and receive and file the attached report.

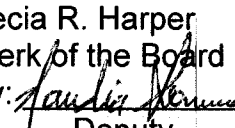
ACTION: Consent

Charissa Leach, Assistant TLMA Director 1/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 11, 2020
xc: Planning

Kecia R. Harper
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	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Development Agreement No. 73 is associated with the Villages of Lakeview project. This Development Agreement was approved by the Board of Supervisors on December 12, 2017 (Agenda Item 3.38) and was effective on January 12, 2018. Pursuant to Section 6.1 of the Development Agreement and Government Code section 65865.1, the County is required to review the Development Agreement annually in order to determine good faith compliance of the property owner with the terms of the agreement. An annual monitoring report has been submitted to the County and has been reviewed by staff. The report concludes that the Nuevo Development Company, LLC is in compliance with the provisions of the Development Agreement. This is primarily due to none of the thresholds being met to require implementation of the public benefits included in the agreement since there was active litigation pending concerning the project. On December 18, 2019, the Superior Court issued its final ruling in the litigation denying the requests for judicial notice and the Petition for Writ of Mandate of Albert Thomas Paulek, Friends of the Northern San Jacinto Valley, Keep Nuevo Rural, Center for Biological Diversity, Sierra Club and the San Bernardino Valley Audubon Society.

Impact on Residents and Businesses

All potential project impacts were analyzed and discussed during the entitlement processing and public hearings in 2017.

Additional Fiscal Information

All fees are paid by the applicant; there is no General Fund obligation.

ATTACHMENTS:

- A. 2019-2020 Development Agreement Annual Review Report**
- B. Development Agreement No. 73**

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



Jason Farin, Senior Management Analyst

2/6/2020



Gregory H. Priamos, Director County Counsel

2/6/2020

ANNUAL REVIEW REPORT- THE VILLAGES OF LAKEVIEW

Pursuant to Section 6 of Development Agreement No. 73, this report is submitted by Nuevo Development Company, LLC "Owner" by January 12th of each year and submitted to the County of Riverside for review in accordance with Government Code 65865.1

Date Submitted: December 31, 2019

Development Agreement #: 73

Effective Date of Development Agreement: January 12, 2018

Developer/Owner: Nuevo Development Company, LLC

Project Name: The Villages of Lakeview

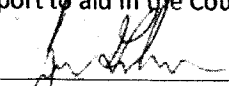
Permit Number(s): N/A

APN Number(s): APN's are shown on Exhibit A to the Development Agreement

Twelve-Month Period Covered by this Annual Report: January 12, 2019 to January 11, 2020

Date Annual Public Benefit Payment Submitted for the Reporting Period: N/A

Owner Representation: I warrant and represent that I have authority to execute this Annual Review Report on behalf of Developer/Owner. I certify that the information filed is true and correct to the best of my knowledge and that Developer/Owner is in good faith compliance with the terms of the above referenced Development Agreement, including all conditions of approval for the above listed permits which are part of the Existing Development Approvals and Development Plan covered by the Development Agreement. I understand that the County may require additional information to supplement this Annual Review Report to aid in the County's determination.

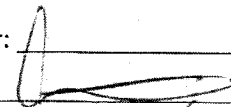
Signature of Developer/Owner: 

Print Name & Title: BRYAN GOODMAN, AUTHORIZED REPRESENTATIVE

[TO BE COMPLETED BY COUNTY]

County Determination: Developer is found to be in good faith substantial compliance with the terms and conditions of the Development Agreement for the period covered by this Annual Review Report.

Juan C. Perez
Asst. CEO/TLMA Director

TLMA Director: 

Signature: _____

Date: 2/16/2020

PROJECT OVERVIEW

The Villages of Lakeview, Specific Plan 342, Alternative 7 was approved by the Riverside County Board of Supervisors on December 12, 2017. The Villages of Lakeview was approved for up to 8,725 dwelling units, 1,380,000 square feet of commercial uses, parks and recreation, conservation habitat, agriculture, three public schools, a fire station and public facilities on approximately 2,883 acres of land in the Lakeview / Nuevo area of Riverside County.

PROJECT STATUS

On January 9, 2018 a joint legal action was filed against the County of Riverside, Riverside County Board of Supervisors and Nuevo Development Company, LLC. by the Center for Biological Diversity, the Sierra Club, the San Bernardino Valley Audubon Society, Friends of the Northern San Jacinto Valley and Keep Nuevo Rural challenging the decision of the County of Riverside and the County of Riverside Board of Supervisors to certify the Environmental Impact Report and approve the Villages of Lakeview Specific Plan – Alternative 7. The case has been assigned to the Honorable Raquel A. Marquez in the Superior Court of the State of California, County of Riverside as Case Numbers RIC 1800517 MF and RIC 1800722. The case was heard in 2019 and on December 18, 2019 Judge Marquez issued her final ruling in the case denying the requests for judicial notice and the Petition for Writ of Mandate of Albert Thomas Paulek, Friends of the Northern San Jacinto Valley, Keep Nuevo Rural, Center for Biological Diversity, Sierra Club and the San Bernardino Valley Audubon Society.

Due to the active litigation, the property owner Nuevo Development Company, LLC, did not commence any planning, processing or development of the proposed project in 2019. No such work is expected to be started until the expiration of any appeal period of the litigation.

PUBLIC BENEFITS OF DEVELOPMENT AGREEMENT 73

Section 4 of Development Agreement 73 describes the significant Public Benefits that will be attained because of the Development Agreement and implementation of the Development Plan. A discussion of the status of each of the Public Benefits outlined in Section 4 of Development Agreement 73 are outlined below.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public interests.

4.2 Public Benefits for Residential or Residential/Mixed Use Projects.

4.2.1 Description of Significant Public Benefits. The significant public benefits that will be attained as a result of this Agreement and the implementation of the Development Plan beyond that required to mitigate Project impacts include, without limitation, the following:

Public Benefit	Current Status
(a) Higher Park Standard.	The Land Use Plan generally identifies the locations of the parks throughout the Project. The Project will include park and recreation land and improvements in the amount of five (5) acres per 1,000 population. Specific park uses, and amenities will be determined when each neighborhood village is planned.
(b) Contribution to Library Expansion.	Contributions for the Library Expansion are paid with concurrently with the issuance of a building permit for the first 4,300 dwelling units plus a final lump sum contribution. As of this date, no building permits have been issued in the Project which would trigger a payment under this provision of the Development Agreement.
(c) Community Room Space.	Pursuant to the terms of the Development Agreement the Community Room will provide capacity for up to 100 people. Construction of the Community room will occur sometime in the future during the course of development of the neighborhood villages.
(d) Smart Shuttle Program.	A Smart Shuttle program will be implemented prior to the issuance of the 2,500 th building permit. To date, no building permits have been issued.
(e) New Fire Station and Equipment.	The Development Agreement requires the Owner to provide land for a new fire station, funding for new fire equipment and establishment of a Fire Safety CFD based upon certain building permit

Public Benefit	Current Status
	issuance thresholds. To date, no building permits have been issued and consequently no payments are due under this provision of the Development Agreement at this time.
(f) Right-of-Way for Mid-County Parkway.	Upon recordation of the first final map within the Project, Owner shall make an irrevocable offer of dedication of right of way for Mid County Parkway. To date, no final maps have been recorded, thus no dedication of right of way is required at this time.
(g) Additional Traffic Facilities Fee.	The Project is required to pay Additional Traffic Facility Fees upon issuance of building permits in accordance with Schedule G of the Development Agreement. To date, no building permits have been issued, thus no Additional Traffic Facility Fees are due at this time.
(h) Broadband Capability.	When constructed the Project shall include Broadband Optic Fiber conduit in all streets.
(i) Development Agreement Fee.	The Project shall pay Development Agreement Fees as building permits are issued. No building permits have been issued to date, thus no Development Agreement Fees are due at this time.
(j) Preserve Agricultural Space.	Owner shall grant a conservation easement over Planning Areas 41a, 48 and 49 when final maps for these Planning Areas are recorded. To date, No final maps have been recorded in these Planning Areas.
(k) Regional Trails System.	Right of way for Regional Trails shall be dedicated upon recordation of final maps. To date, no final maps have been recorded, thus no right of way for Regional Trails has been dedicated.
(l) Affordable Housing.	Owner agrees, prior to development within Phase 3 of the Project to designate specific areas within the Town Center area of the Project with a minimum density of 20 dwelling units per acre for up to a maximum of 872 dwelling units. Development of Phase 3 has not started, consequently areas designated for housing at 20 dwelling units per acre will be identified at some time in the future.
(j) Right to Transfer	Pursuant to section 2.4.1 of the Development Agreement, Owner shall provide County with notice of any transfer of the Property including an agreement that requires transferee to expressly and unconditionally assume all the

Public Benefit	Current Status
	duties of Owner under the Development Agreement. To date, no transfers have occurred.
(j) Release of Transferring Owner	County shall provide a release of obligations under the Development agreement upon a valid transfer that meets the conditions of section 2.4.2 of the Development Agreement. To date, no transfers have occurred, and no releases issued.
(j) Partial Release	A partial release of the obligations under the may be requested pursuant to section 2.4.4 of the Development Agreement. To date, no partial releases have been requested or issued.

Recorded at request of
Clerk, Board of Supervisors
County of Riverside

When recorded return to
Assistant TLMA Director – Community Development
County of Riverside
4080 Lemon Street, 14th Floor
Riverside, CA 92501

2018-0014751

01/12/2018 09:30 AM Fee: \$ 0.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



110

DEVELOPMENT AGREEMENT NO. 73

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

and

NUEVO DEVELOPMENT COMPANY, LLC

Specific Plan No. 342

~~DEC 12 2017 3:38~~

FEB 11 2020

2-10

Development Agreement No. 73

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DEVELOPMENT AGREEMENT NO. 73

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), and NUEVO DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, COUNTY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code; and,

WHEREAS, COUNTY has adopted Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements (hereinafter "Procedures and Requirements"), pursuant to Section 65865 of the Government Code; and,

WHEREAS, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

WHEREAS, the best interests of the citizens of Riverside County and the public health, safety and welfare will be served by entering into this Agreement; and,

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement; and,

WHEREAS, this Agreement and the Project are consistent with the Riverside County Comprehensive General Plan and any Specific Plan applicable thereto; and,

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and,

WHEREAS, this Agreement will confer substantial private benefits on OWNER by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to COUNTY and will further important policies and goals of COUNTY; and,

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.3 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.4 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with development of the Property including, but not limited to:

(a) Specific plans and specific plan amendments;

- (b) Zoning;
- (c) Tentative and final subdivision and parcel maps;
- (d) Conditional use permits, public use permits and plot plans;
- (e) Grading and building permits.

1.1.5 "Development Exaction" means any requirement of COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.6 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.7 "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.8 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit "C" and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.9 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Regulations which are a matter of public record on the Effective Date.

1.1.10 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupation
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.11 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device lender, and their successors and assigns.

1.1.12 "OWNER" means the persons and entities listed as OWNER on the first page of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.14 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.15 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.6 of this Agreement.

1.1.16 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.17 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.18 "Transfer" means sale, assignment, lease, sublease or any other transfer of a legal or equitable interest in the Property.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

- Exhibit "A" Legal Description of the Property.
- Exhibit "B" Map Showing Property and its Location.
- Exhibit "C" Existing Development Approvals.
- Exhibit "D" Existing Land Use Regulations.
- Exhibit "E" – Public Facility Credits.
- Exhibit "F" – Fire Safety CFD and Facilities CFD
- Exhibit "G" – Additional Traffic Facilities Fee Schedule
- Exhibit "H" – Map Showing Agricultural Planning Areas

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

2.4.1 Right to Transfer. OWNER shall have the right to transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

- (a) No transfer of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.
- (b) Concurrent with any such transfer or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form reasonably acceptable to COUNTY, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

2.4.2 Release of Transferring OWNER. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property.
- (b) OWNER is not then in default under this Agreement.

- (c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The transferee provides COUNTY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to COUNTY to release said lot from the obligations under this Agreement relating to all other portions of the property. Within thirty (30) days of such request, COUNTY shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of OWNER from its duties and obligations under this Agreement.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions

- (a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,
- (b) A Certificate of Occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by COUNTY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors
County of Riverside
P.O. Box 1147
Riverside, CA 92502-1147
Fax No. (951)955-1071

with copies to:

County Executive Officer
County of Riverside

4080 Lemon Street, 4th Floor
Riverside, CA 92501-3679
Fax No. (951)955-1105

and

TLMA Director
Transportation and Land Management Agency
County of Riverside
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Fax No. (951)955-5177

and

County Counsel
County of Riverside
3960 Orange Street, Fifth Floor
Riverside, CA 92501
Fax No. (951)955-6363

If to OWNER:

Nuevo Development Company, LLC
c/o Lewis Management Corp.
1156 N. Mountain Avenue
Upland, CA 91786
Attn: Bryan Goodman
Email: Bryan.Goodman@lewismc.com

with a copy to:

John P. Yeager
O'Neil LLP
1990 MacArthur Blvd., Suite 1050
Irvine, CA 92612
Email: jyeager@oneil-llp.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and

provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan or the Phasing Plan set forth in Section 3.4.

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole; or,

- (c) Increase the maximum height and size of permitted buildings or structures; or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals, for monitoring compliance with any Development Approvals granted or issued, or for implementation of any of the terms of this Agreement.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the COUNTY.
- (d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. Should a subsequent Development Exaction adopted by the COUNTY include any of the County Traffic Improvements or Multi-Jurisdictional Traffic Improvements, as identified in Exhibit "G", no such subsequently adopted Development Exaction shall be applicable to the development of the Property to the extent that the OWNER has already fully satisfied, or will fully satisfy, such Development Exaction by the payment of the County Supplemental Traffic Fee and the Multi-Jurisdictional Traffic Fee. Should such a subsequent Development Exaction be greater than the County Supplemental Traffic Fee and the Multi-Jurisdictional Traffic Fee, OWNER

shall be responsible for the difference between the the County Supplemental Traffic Fee and the Multi-Jurisdictional Traffic Fee and the subsequent Development Exaction.

- (e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.
- (f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.
- (g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.
- (h) Regulations addressing compliance with any COUNTY approved Climate Action Plan in place at the time of processing of the Development Approvals and Subsequent Development Approvals.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.6.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency should it have undertaken such construction.

3.8 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq. or other legal authority. If COUNTY is unwilling to use its power of eminent domain to acquire such real property interests, said requirement for OWNER to construct such public improvements shall be waived by the COUNTY.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.10 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to

be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public interests.

4.2 Public Benefits for Residential or Residential/Mixed Use Projects.

4.2.1 Description of Significant Public Benefits. The significant public benefits that will be attained as a result of this Agreement and the implementation of the Development Plan beyond that required to mitigate Project impacts include, without limitation, the following:

- (a) Higher Park Standard. The Project shall include park and recreation land and improvements on the Project site in the amount of five (5) acres per 1,000 population, which exceeds the COUNTY standard of three (3) acres per 1,000 population, as further described in County Ordinance No. 460
- (b) Contribution to Library Expansion. The Project shall be subject to a fee for library expansion (the "Library Expansion Fee") in the amount of \$415.39 per dwelling unit for the first 4,300 dwelling units within the Project. Following the issuance of a building permit for the 4,300th dwelling unit and within ninety (90) days after COUNTY's written notice to OWNER of the Board of Supervisors' approval of construction documents for the expansion of library facilities serving the Project, OWNER shall pay COUNTY \$5,358,500 (the "Library Final Payment.") The amount of the Library Expansion Fee and Library Final Payment shall adjust on January 1 each year in accordance with Section 4.2.4 below; provided, however, the total amount of the Library Expansion Fees paid and the Library Final Payment shall not exceed \$8,000,000. Payment of the Library Expansion Fees shall be in full satisfaction of all obligations and requirements of the Project to fund library facilities and shall be in lieu of any Development Exaction otherwise imposed against the Project for library construction. Any Development Exaction imposed against the Project for Library Books/Media shall still apply.

- (c) **Community Room Space.** The Project includes a community center that will be operated and maintained by OWNER or a property owner's association. The community center shall include a multi-purpose room with the capacity for up to 100 seated people for purposes of community meetings, presentations, or other public use by the COUNTY. The multi-purpose room shall include technology and equipment to allow for meetings and presentations to be recorded and broadcast, as well as WiFi technology. It is agreed that the COUNTY shall have access to use the multi-purpose room a minimum of two times per month, for up to four hours per use, free of charge, for the entire term of this Agreement. All other details for use of the multi-purpose room shall be documented in a separate agreement between the COUNTY and property owner's association.
- (d) **Smart Shuttle Program.** Prior to issuance of the building permit for the 2,500 dwelling unit of the Project, as shown on the phasing plan for the Specific Plan, OWNER agrees to work with COUNTY and the Riverside Transit Agency ("RTA") to create a Smart Shuttle Program to transport commuters from the Project site to the Perris Valley Line Metrolink Station or other Metrolink stop or station if one is closer to the Project site. The Smart Shuttle Program may be a cooperative effort of OWNER, COUNTY and the RTA or run solely by a property or business owner's association created by OWNER. OWNER's participation may consist of providing a vehicle or vehicles, or funding for same, as well as ongoing expenses such as labor expenses, fuel and maintenance for a period of up to eight (8) years at a cost not to exceed \$40,000 per year. The exact funding levels and responsibilities of OWNER, COUNTY and RTA will be established at the time of creation of the Smart Shuttle Program and adjusted based on actual costs.
- (e) **New Fire Station and Equipment.** OWNER shall reserve up to two (2) acres within the Project, at a location within Planning Areas 20 or 22 acceptable to the Riverside County Fire Department, for the purpose of the construction of a new fire station to serve the Project and surrounding area (the "Fire Station Site"). The Fire Station Site shall be identified as a lot in the tentative subdivision map approved for the Planning Area that includes the Fire Station Site. The Project shall be subject to development impact fees imposed by the COUNTY for fire facilities.

Either (i) upon the issuance of a building permit for the 2,000th dwelling unit within the Project or (ii) within ninety (90) days following written notice from the Riverside County Fire Department (the "Fire Department") to OWNER and the COUNTY that the annual emergency call volume for the Project to the Fire Department's Nuevo Station 3 exceeds 1,500 such calls, whichever occurs first, OWNER shall fund the COUNTY's acquisition of a two person medic patrol emergency response vehicle for

Nuevo Station 3 at a cost not to exceed \$265,000, subject to annual adjustment as provided in Section 4.2.4.

Either (i) upon the issuance of a building permit for the 5,000th dwelling unit within the Project or (ii) within ninety (90) days following written notice from the Fire Department to OWNER and the COUNTY that the annual emergency call volume for the Project to Nuevo Station 3 exceeds 3,000 such calls, whichever occurs first, OWNER shall fund the COUNTY's acquisition of a ladder truck fire apparatus that meets the Fire Department's specifications and design standards at a cost not to exceed \$1,500,000, subject to annual adjustment as provided in Section 4.2.4.

Either (i) upon the issuance of a building permit for the 8,000th dwelling unit within the Project or (ii) within ninety (90) days following written notice from the Fire Department to OWNER and the COUNTY that the annual emergency call volume for the Project to Nuevo Station 3 exceeds 4,000 such calls, whichever occurs first, OWNER shall fund the COUNTY's cost of acquisition of a new Type 1 fire engine for the new Fire Station at a cost not to exceed \$650,000, subject to annual adjustment as provided in Section 4.2.4.

OWNER's obligations pursuant to this Section 4.2.1(e) to fund the three pieces of fire equipment shall be contingent upon the establishment of the Fire Safety Community Facilities District ("CFD") and a separate Facilities CFD, as described in and pursuant to the provisions of Exhibit "F" to this Agreement, provided, however, if OWNER fails to request the formation of the Fire Safety CFD or Facilities CFD prior to the issuance of the first building permit in the Project or fails to vote affirmatively in the proceedings to establish such CFDs, OWNER shall remain responsible to fund the fire equipment. OWNER's obligations pursuant to this Section 4.2.1(e) for the funding of fire equipment shall be in full satisfaction of all obligations or requirements of the Project to fund fire equipment and shall be in lieu of any Development Exaction otherwise imposed against the Project for fire equipment purposes.

Within sixty (60) days following the issuance of a building permit for the 5,500th dwelling unit within the Project, the COUNTY shall reasonably estimate the construction cost of the new Fire Station to be built on the Fire Station Site. At the same time, the COUNTY and OWNER shall determine the fair market value of the Fire Station Site based upon a highest and best use of mixed use development as permitted by the Specific Plan for the applicable Planning Area. The Fire Station Site shall then be conveyed to the COUNTY and OWNER shall receive a credit against Development Impact Fees imposed for fire protection in an amount equal to the fair market value of the Fire Station Site. However, OWNER shall not be entitled to such a Development Impact Fee credit unless and until the

Development Impact Fees collected for fire protection within the Project exceed the reasonable estimate of the construction cost of the new Fire Station to be built on the Fire Station Site.

- (f) Right-of-Way for Mid-County Parkway. Based on preliminary engineering analyses, it is estimated that the Project will dedicate in excess of 100 acres of right-of-way for the Mid-County Parkway. With the first final map of any kind recorded within the Project or by some irrevocable offer of dedication of the right-of-way through a separate instrument at the time of recording of the first final map, OWNER shall make an irrevocable offer of dedication of the entire right-of-way for the Mid-County Parkway within the Project, at the alignments and widths specified in the Mid-County Parkway Joint Environmental Impact Statement/Environmental Impact Report certified April 8, 2015. OWNER shall receive credit against the Project's transportation uniform mitigation fees ("TUMF") imposed pursuant to the Western Riverside Council of Government's Transportation Uniform Mitigation Fee Program for such right-of-way dedication as determined in accordance with the TUMF Administrative Plan and WRCOG's procedures and policies in effect at the time of the right-of-way dedication. The COUNTY agrees OWNER may reserve from such irrevocable offer of dedication such temporary construction easements required for the construction of adjoining portions of the Project and such permanent utility easements required for the Project that do not materially interfere with the construction of the Mid-County Parkway.
- (g) Additional Traffic Facilities Fee. In order to provide funding for traffic improvements (or portions thereof) that are not currently included in the Development Impact Fees or TUMF for (i) certain traffic improvements outside the Project ("County Traffic Improvements") and (ii) certain traffic improvements outside the Project but within incorporated areas or under CalTrans jurisdiction ("Multi Jurisdictional Traffic Improvements"), the Project shall be subject to a County Supplemental Traffic Fee and a Multi Jurisdictional Traffic Fee in the amounts set forth in the Additional Traffic Facilities Fee Schedule included in Exhibit "G" hereto. The County Traffic Improvements and Multi Jurisdictional Traffic Improvements are described in greater detail in Exhibit "G" hereto.

The COUNTY expects to enter into agreements with cities and CalTrans with respect to the Multi Jurisdictional Traffic Improvements for the disbursement of Multi Jurisdictional Traffic Fees to the cities and CalTrans and their construction of the Multi Jurisdictional Traffic Improvements. The COUNTY shall apply the County Supplemental Traffic Fees to construct the County Traffic Improvements as needed to serve the Project.

- (h) Broadband Capability. The Project shall include conduit for broadband optic fiber in all streets throughout the Project, as well as pull boxes, to

complement the COUNTY's broadband initiative. Should there be significant technological changes prior to build out of the Project, OWNER and the COUNTY may mutually agree on the incorporation of such new technology in lieu of broadband optic fiber.

- (i) **Development Agreement Fee.** The Project shall be subject to a Development Agreement fee (the "DA Fee") in the amount of \$1,000 per dwelling unit. The amount of the DA Fee shall increase on the fifth, tenth, fifteenth, twentieth and twenty-fifth anniversary of the Effective Date to \$1,100, \$1,200, \$1,300, \$1,400 and \$1,500, respectively. The DA Fees collected by the COUNTY shall be used by the COUNTY in its sole discretion. One-third (33%) of the DA Fee shall be spent in the Lakeview/Nuevo area surrounding the Project, one-third of the DA Fee shall be used by the COUNTY in the Supervisorial District in which the Project is located, and the remaining one-third shall be used County-wide by the County Executive Office as part of the County budget process.
- (j) **Preserve Agricultural Space.** Planning Areas 41a, 48 and 49, as documented in the Specific Plan for the Project, and as shown in Exhibit "H" attached hereto, have been designated for agricultural uses. When recording a final map that includes any portion of Planning Areas 41a, 48, and 49, OWNER agrees to grant a conservation easement, in perpetuity, over those Planning Areas to COUNTY, or another suitable not for profit entity or public agency, acceptable to the COUNTY, for purposes of ensuring that the Planning Areas remain in agricultural use or as permanent open space.
- (k). **Regional Trails System.** All tentative maps within the Property that include land within the proposed design of the COUNTY's regional trail system shall identify such trail areas, and, as final maps are filed, an irrevocable offer of dedication of the right of way for the a trails system shall be made to the COUNTY by the OWNER to be connected to the COUNTY's regional trail system.
- (l). **Affordable Housing.** Of the 8,725 dwelling units planned for the Project, 2,715 units are planned to be built within Mixed Use (MU) areas within the Town Center, which have densities between 8 and 40 dwelling units per acre.

Consistent with the Housing Element stipulation that land designated Highest Density Residential ("HHDR") or a minimum of 20 dwelling units per acre is appropriate for lower income households and meets affordability requirements, OWNER agrees to designate specific areas within the Town Center area of the Project with a minimum density of 20 dwelling units per acre based on individual project gross area.

OWNER also agrees, at a minimum, to designate at a rate of 0.10 units of all units constructed in the Project within the specific areas of the Town Center units at a density of 20 dwelling units per acre based on individual project gross area. Assuming build-out of the Project to 8,725 units, OWNER will designate a maximum of 872 units inside the Town Center area to be developed at a minimum density of 20 dwelling units per acre based on individual project gross area.

Designation of the areas for the 872 units shall occur prior to the entitlement of any development within Phase 3, the Town Center, as part of the Village Refinement Plan further described in Section B.11 in the Specific Plan. Additionally, the subsequent development approvals for the entitlement and construction of the 872 units at a density of 20 dwelling units per acre shall be submitted to COUNTY by OWNER prior to the issuance of the building permit for the 4,500th dwelling unit within the Project and grading permits for the 872 units shall be issued prior to the building permit for the 5,500th dwelling unit within the Project.

However, if fewer than 8,725 units are built within the Specific Plan, then the required number of units at a minimum density of 20 dwelling units per acre within the Town Center shall be proportionately reduced in accordance with the formula of 0.10 units at a minimum density of 20 dwelling units per acre for every 1.0 unit developed within the Specific Plan. Any such reduction in the constructed units that allows for a reduction in the amount of units at a minimum density of 20 dwelling units per acre will restrict the ability to transfer these units to other Planning Areas in the Specific Plan as typically allowed by Section B.11.c of the Specific Plan. COUNTY acknowledges and finds that subject to compliance with the provisions of this Section 4.2.1(i), the Project is exempt from any obligation to contribute to any other on or off site low income housing units or other mitigation related to affordable housing.

4.2.2 Timeline for Construction of Major Public Infrastructure. [Intentionally Omitted]

4.2.3 Time of Payment. The DA Fee, Library Expansion Fee and County Supplemental Traffic Fee and Multi-Jurisdictional Traffic Fee required pursuant to Subsection 4.2.1 shall be paid to COUNTY no sooner than the application for a building permit, but no later than prior to final inspection or issuance of certificate of occupancy, whichever occurs first. The fees to be paid shall be the fee in effect at the time of payment.

4.2.4. Annual Fee Adjustment. The amount of the County Supplemental Traffic Fee, Multi-Jurisdictional Traffic Fee, Library Expansion Fee, Library Final Payment, and the fire equipment costs specified in Section 4.2.1(e) required pursuant to Subsection 4.2.1 shall be adjusted annually during the term of this Agreement on January 1 of each year of this Agreement in accordance with the changes in the Consumer Price Index for All Urban

Consumers in the Los Angeles-Riverside-Orange County, CA Area (hereinafter CPI) published monthly by the U.S. Bureau of Labor Statistics. The annual adjustment shall be calculated in the following manner:

(a) Divide the CPI for the month of October 2017 into the CPI for the month of October immediately preceding the anniversary in which said amounts are to be adjusted.

(b) Multiply the quotient obtained by the calculation in Paragraph (a) above by said amount.

(c) The result of the multiplication obtained in Paragraph (b) above shall constitute the amount of the County Supplemental Traffic Fee, Multi-Jurisdictional Traffic Fee, Library Expansion Fee, and Library Final Payment payable during the succeeding year.

If the CPI specified herein is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued.

In no event shall the amount of the County Supplemental Traffic Fee, Multi-Jurisdictional Traffic Fee, Library Expansion Fee, and Library Final Payment be less than the amounts set forth in Subsection 4.2.1.

4.2.5. Continuation of Public Benefits. Should all or any portion of Property become part of a city or another county, implementation of the Public Benefits set forth in Section 4.2 shall continue in full force and effect. During any incorporation or annexation proceeding, OWNER shall agree that any incorporation or annexation may be conditioned so as to require OWNER to implement said Public Benefits.

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

Should the Property be included within such a special assessment district, community facilities district or other financing entity, the following provisions shall be applicable:

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property

is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate termination proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director shall review this Agreement annually, on or before the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. In order to facilitate this review, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director, providing all information necessary to evaluate such good faith compliance as determined by the Planning Director. OWNER shall pay the annual review and administration fee set forth in Ordinance No. 671 prior to submission of each annual monitoring report. Prior to the issuance of any grading permit or building permit for any part of the Project, OWNER shall prepay a fee deposit in an amount equal to three times the annual review and administration fee set forth in Ordinance No. 671 (the "Monitoring Fee Prepayment"). The Monitoring Fee Prepayment shall be retained by the COUNTY until termination of this Agreement, may be used by the COUNTY at any time if there is a failure to pay any part of the annual monitoring and administration fees required under Ordinance No. 671, and shall be promptly replenished by OWNER up to the original required amount after notice by COUNTY to OWNER. Failure by OWNER to submit an annual monitoring report, on or before the Effective Date of each year in the form specified by the TLMA Director, to pay any part of the annual monitoring and administration fee required under Ordinance No. 671, to make the Monitoring Fee Prepayment or to replenish the Monitoring Fee Prepayment shall constitute a default by OWNER under this Agreement.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the Executive Office and County Counsel, shall conduct such special reviews.

6.3 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of an annual review or a special review, the TLMA Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

(c) If the Board finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,
- (c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.6 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the annual or special review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

7.1 Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement shall survive and be binding upon such other jurisdiction.

7.2 Incorporation. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

7.3 Annexation. OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless both OWNER and COUNTY give written consent to such annexation.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that COUNTY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

- (a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

- (a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.
- (b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 General Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER acknowledges familiarity with and hereby waives the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE A MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.


 _____ OWNER Initials 
 _____ OWNER Initials _____ OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.6 Attorney's Fees. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. COUNTY has determined that this Agreement is consistent with its General Plan and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with COUNTY's determination. The parties acknowledge that:

- (a) Litigation may be filed challenging the legality, validity and adequacy of certain provisions of the General Plan; and,
- (b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees, and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees, or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. COUNTY shall promptly notify OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold COUNTY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

- (a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
- (b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by OWNER in the performance of OWNER's obligations under this Agreement.
- (c) If COUNTY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.
- (d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used here, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot which has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain.

11.19 Water Supply Assessment. Each tentative map prepared for portions of the Property comprised of any residential subdivision shall comply with the provisions of Government Code Section 66473.7.

11.20 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.21 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.22 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

COUNTY OF RIVERSIDE

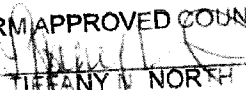
Dated: 12/12/17

By 
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By 
Deputy
(SEAL)

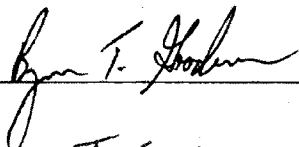
FORM APPROVED COUNTY COUNSEL
BY:  DATE 12/24/17
TIFFANY NORTH

OWNER:


Dated: 10/27/17

NUEVO DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

By: Lewis Management Corp.,
a Delaware corporation – Its Sole Manager

By: 

Name: Bryan T. Goodman
Title: Authorized Agent

By: 

Name: J. Scott Crawford

Title: Authorized Agent

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.
EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO CORPORATE
OFFICERS.)

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.

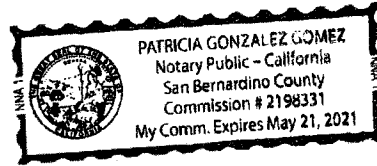
STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On October 27, 2017 before me, Patricia Gonzalez Gomez, Notary Public, personally appeared _____
J. Scott Crawford, 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 *P. Gonzalez Gomez*



(Seal)

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.

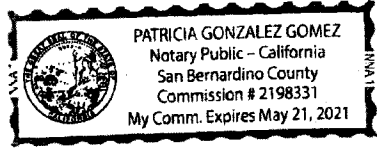
STATE OF CALIFORNIA
COUNTY OF San Bernardino

On October 27, 2017 before me, Patricia Gonzalez Gomez, Notary Public, personally appeared Bryan T. Goodman, 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 PCG Gomez



(Seal)

Development Agreement No. 73

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF , IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

DIVISION 1:

PARCEL 1: (APN: 425-170-015 and 033)

BLOCK 2 OF LAKEVIEW HEIGHTS RABBIT FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF RESERVOIR AVENUE, ADJOINING SAID LAND, AS ABANDONED AND VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 30, 1952 AS INSTRUMENT NO. 18438, IN BOOK 1364, PAGE 288, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

TOGETHER WITH THOSE PORTIONS OF LOT J, LAKE VIEW AVENUE AND THIRD STREET, ADJOINING SAID LAND, AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 11, 1956 AS INSTRUMENT NO. 48272, IN BOOK 1941, PAGE 44, OFFICIAL RECORDS THAT WOULD PASS BY OPERATION OF LAW.

EXCEPT THOSE PORTIONS OF LOTS "C", "D" AND "J" CONDEMNED BY METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY ORDER OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 263, PAGE 244, OFFICIAL RECORDS, AND IN DEED RECORDED MAY 15, 1972 AS INSTRUMENT NO. 62676, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED FEBRUARY 13, 1997 AS INSTRUMENT NO. 050264 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 425-170-014, 031 and 035)

LOTS 3, 4, 7 AND THE EAST HALF OF LOT 8 IN BLOCK 22 AS SHOWN BY AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF RESERVOIR AVENUE, ADJOINING SAID LAND, AS ABANDONED AND VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 30, 1952 AS INSTRUMENT NO. 18438, IN BOOK 1364, PAGE 288, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

TOGETHER WITH THAT PORTION OF LAKE VIEW AVENUE, ADJOINING SAID LAND, AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 11, 1956 AS INSTRUMENT NO. 48272, IN BOOK 1941, PAGE 44, OFFICIAL RECORDS, THAT A WOULD PASS BY OPERATION OF LAW.

EXCEPT FROM LOTS 7 AND 8 THOSE PORTIONS DESCRIBED BY DEEDS TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED OCTOBER 19, 1933 IN BOOK 145, PAGE 107, OFFICIAL RECORDS, AND AUGUST 18, 1933 IN BOOK 133, PAGE 109, OFFICIAL RECORDS, AND IN DEED RECORDED MAY 15, 1972 AS INSTRUMENT NO. 62676, OFFICIAL RECORDS.

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

ALSO EXCEPT THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED FEBRUARY 13, 1997 AS INSTRUMENT NO. 050264 OF OFFICIAL RECORDS.

PARCEL 3: (APN: 425-170-001)

THAT PORTION OF LOTS 2 AND 11 IN BLOCK 22 AS PER MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF AN UNNAMED ROAD, 80.00 FEET WIDE, LYING BETWEEN SAID LOTS 2 AND 11, VACATED BY ORDER OF THE BOARD OF SUPERVISORS, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 20, 1955 AS INSTRUMENT NO. 67420, OFFICIAL RECORDS, WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 11, 90.00 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID LOT, SAID SOUTHWEST CORNER BEING THE INTERSECTION OF THE EASTERLY LINE OF FOURTH STREET WITH THE NORTHERLY LINE OF THAT CERTAIN UNNAMED STREET SHOWN ON SAID MAP;

THENCE EASTERLY, IN A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 2 IN SAID BLOCK 22, 96.00 FEET SOUTHERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 2, SAID NORTHERLY CORNER BEING ON THE SOUTHERLY LINE OF SAID 80.00 FOOT UNNAMED STREET.

TOGETHER WITH THAT PORTION OF RESERVOIR AVENUE, ADJOINING SAID LAND, AS ABANDONED AND VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 30, 1952 AS INSTRUMENT NO. 18438, IN BOOK 1364, PAGE 288, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

TOGETHER WITH THAT PORTION OF FOURTH STREET, ADJOINING SAID LAND, AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED OCTOBER 20, 1955 AS INSTRUMENT NO. 67420, IN BOOK 1809, PAGE 373, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

PARCEL 4: (APN: 425-140-007)

LOTS 2, 3 AND 4 IN BLOCK 15 AS SHOWN BY AMENDED MAP NO. 1 OF LAKE VIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS; TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF RESERVOIR AVENUE, NOW VACATED, LYING SOUTHEASTERLY OF LOTS 2, 3 AND 4 IN BLOCK 15; SAID RESERVOIR AVENUE WAS VACATED AND ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 30, 1952 AS INSTRUMENT NO. 18438, OFFICIAL RECORDS;

ALSO THAT PORTION OF THE CANAL RIGHT OF WAY SHOWN ON SAID MAP LYING BETWEEN THE NORTHWESTERLY LINE OF SAID RESERVOIR AVENUE AND SAID LOTS 2, 3 AND 4;

EXCEPTING FROM SAID LOTS 2 AND 3 AND SAID VACATED PORTION OF RESERVOIR AVENUE, THE PORTIONS IN THE PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED AUGUST 22, 1950 AS INSTRUMENT NO. 3521, OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1970 AS INSTRUMENT NO. 29122, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM A 50% INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS BUT WITHOUT ENTRY UPON SURFACE OF, IN, UNDER OR ACROSS SAID LAND, AS RESERVED

EXHIBIT A
(Continued)

BY ROY V. RATLIFF AND DANNIE RATLIFF IN THE DEED RECORDED AUGUST 20, 1982 AS INSTRUMENT NO. 144275, OFFICIAL RECORDS.

PARCEL 5: (APN: 425-140-001, 002, 010 and 012)

THAT PORTION OF BLOCKS 13, 14 AND LOT 1 OF BLOCK 11 AS SHOWN BY AMENDED MAP NUMBER 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF VACATED FIRST STREET 50.00 FEET WIDE AS SHOWN BY SAID AMENDED MAP NUMBER 1 OF LAKEVIEW AND THE SOUTHERLY LINE OF THAT PARCEL GRANTED TO THE COUNTY OF RIVERSIDE ON MARCH 30, 1970 BY INSTRUMENT NUMBER 29122, OFFICIAL RECORDS;

THENCE NORTH 89° 47' 41" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 1,374.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0° 12' 19" WEST 1972.10 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID BLOCK 13; SAID POINT BEARS NORTH 70° 19' WEST 196.71 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK 13;

TOGETHER WITH THE SOUTHEASTERLY ONE-HALF OF RESERVOIR AVENUE, NOW VACATED LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF SAID BLOCK 14; SAID RESERVOIR AVENUE WAS ABANDONED AND VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, DATED APRIL 28, 1952 AND RECORDED APRIL 30, 1952 AS INSTRUMENT NO. 18438, OFFICIAL RECORDS.

TOGETHER WITH THOSE PORTIONS OF LAKEVIEW AVENUE, SECOND STREET AND THE NORTHEASTERLY ONE-HALF OF THIRD STREET, LYING WITHIN THE HEREIN DESCRIBED, AS VACATED BY THE BOARD OF SUPERVISORS BY RESOLUTION RECORDED JULY 11, 1956 IN BOOK 1941, PAGE 44 OF OFFICIAL RECORDS.

EXCEPTING FROM SAID BLOCKS 11 AND 14 AND SAID RESERVOIR AVENUE, NOW VACATED, THE PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND, 80.00 FEET WIDE, CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED AUGUST 22, 1950 AS INSTRUMENT NO. 3520, OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1970 AS INSTRUMENT NO. 29122, OFFICIAL RECORDS.

ALSO EXCEPTING FROM LOT 1 IN SAID BLOCK 11 THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF LOT 1 OF SAID BLOCK 11, DISTANT 29.6 FEET NORTHWESTERLY, MEASURED ON SAID SOUTHWESTERLY LINE, FROM THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 76° 52' 13" EAST, 629.3 FEET;

THENCE EASTERLY ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 625 FEET AND A CENTRAL ANGLE OF 34° 59' 52", A DISTANCE OF 381.8 FEET;

THENCE SOUTH 68° 07' 50" EAST, 431.4 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF FIRST STREET, AS THE SAME IS SHOWN UPON SAID AMENDED MAP NUMBER 1 OF LAKEVIEW;

THENCE SOUTH 68° 07' 50" EAST 120 FEET;

EXHIBIT A
(Continued)

THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 375 FEET AND A CENTRAL ANGLE OF 28° 01' 15", A DISTANCE OF 183.4 FEET;

THENCE NORTH 83° 51' EAST, 275.8 FEET;

THENCE EASTERLY, ON A CURVE SOUTHERLY, HAVING A RADIUS OF 625 FEET AND A CENTRAL ANGLE OF 24° 32' 45", A DISTANCE OF 267.8 FEET;

THENCE SOUTH 71° 36' 15" EAST, 151.1 FEET;

THENCE EASTERLY, ON A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 375 FEET AND A CENTRAL ANGLE OF 45° 01' 30", A DISTANCE OF 294.7 FEET;

THENCE NORTH 63° 22' 20" EAST, 67.3 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF LOT 2 OF BLOCK 6 AS SHOWN ON SAID AMENDED MAP NUMBER 1 OF LAKEVIEW, DISTANT 22.70 FEET SOUTHERLY, MEASURED ON SAID EAST LINE, FROM THE NORTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 63° 22' 20" EAST, 397.79 FEET;

THENCE NORTHEASTERLY ON A CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 625 FEET AND A CENTRAL ANGLE OF 28° 29' 35", A DISTANCE OF 310.82 FEET;

THENCE SOUTH 88° EAST, 600.43 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEAST LINE OF LOT 4 OF SAID BLOCK 6, DISTANT 328.35 FEET SOUTHWESTERLY, MEASURED ON SAID SOUTHEASTERLY LINE, FROM THE NORTHEAST CORNER OF SAID LOT 4;

THENCE SOUTHWESTERLY, ON SAID SOUTHEASTERLY LINE, 250.60 FEET;

THENCE NORTH 88° 08' WEST 493.13 FEET;

THENCE SOUTHWESTERLY, ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 28° 29' 35" A DISTANCE OF 198.92 FEET;

THENCE SOUTH 63° 22' 30" WEST, 465.07 FEET;

THENCE SOUTHWESTERLY, ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 4° 4' 29", 42.67 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF LOT 2 OF SAID BLOCK 6, DISTANT 271.80 FEET SOUTHERLY, MEASURED ON THE EAST LINE, FROM THE NORTHEAST CORNER OF SAID LOT 2;

THENCE WESTERLY, ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 40° 57' 01", 428.80 FEET;

THENCE NORTH 71° 36' 15" WEST, 151.1 FEET;

THENCE WESTERLY, ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400 FEET A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 24° 32' 45", 171.41 FEET;

THENCE SOUTH 83° 51' WEST, 275.8 FEET;

THENCE WESTERLY, ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 28° 01' 15", 293.4 FEET;

EXHIBIT A
(Continued)

THENCE NORTH 68° 07' 50" WEST, 27.6 FEET MORE OR LESS, TO A POINT IN THE CENTER LINE OF FIRST STREET, AS THE SAME IS SHOWN ON SAID AMENDED MAP NUMBER 1 OF LAKEVIEW;

THENCE NORTH 68° 07' 50" WEST, 523.7 FEET;

THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400 FEET AND

THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 34° 59' 52", 244.3 FEET;

THENCE SOUTH 76° 52' 13" WEST, 580.4 FEET, MORE OR LESS, TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 6, OF SAID BLOCK 11, DISTANT 200.6 FEET SOUTHEASTERLY MEASURED ON THE SOUTHWESTERLY LINE, FROM THE NORTHWEST CORNER OF SAID LOT 6;

THENCE NORTHWESTERLY, ON SAID SOUTHWESTERLY LINES OF LOTS 6 AND 1 OF SAID BLOCK 11, 230.2 FEET, TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM LOTS 2 AND 3 IN SAID BLOCK 14 OF THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3, NORTH 25° 24' 54" WEST, 61.7 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 25° 24' 54" WEST, ON SAID LOT LINE, 238.5 FEET;

THENCE NORTH 45° 10' 48" EAST, 205.9 FEET;

THENCE NORTHEASTERLY, ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375 FEET AND A CENTRAL ANGLE OF 21° 18' 30", 139.5 FEET;

THENCE NORTH 23° 52' 23" EAST, 399.2 FEET;

THENCE NORTHEASTERLY, ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 625 FEET AND A CENTRAL ANGLE OF 52° 59' 45", 578.1 FEET;

THENCE NORTH 76° 52' 13" EAST, ALONG A TANGENT TO LAST MENTIONED CURVE A DISTANCE OF 141.4 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE SOUTH 25° 21' 53" EAST ON SAID NORTHEAST LOT LINE, 35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE SOUTHWESTERLY, ON THE SOUTHEASTERLY LINE OF SAID LOT, 654.06 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 25° 28' 05" EAST, ON THE NORTHEASTERLY LINE OF SAID LOT 3, 233.1 FEET;

THENCE SOUTH 23° 52' 23" WEST, 261.9 FEET;

THENCE SOUTHWESTERLY ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 21° 18' 30", 223.1 FEET;

THENCE SOUTH 45° 10' 48" WEST, 285.1 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM LOT 1 IN SAID BLOCK 14 THE PORTION DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, 654.06 FEET; TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 25° 21' 53" EAST, ALONG THE NORTHEAST LINE OF SAID LOT, 195.2 FEET TO A POINT FROM WHENCE THE SOUTHEAST CORNER OF SAID LOT 1 BEARS SOUTH 25° 21' 53" EAST, 407.4 FEET;

THENCE SOUTH 76° 52' 13" WEST, 190.1 FEET;

THENCE SOUTHWESTERLY, ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 52° 59' 45", 370 FEET;

THENCE SOUTH 23° 52' 23" WEST, 137.3 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWEST LINE OF SAID LOT NORTH 25° 28' 05" WEST, 338.2 FEET FROM THE SOUTHWEST CORNER OF SAID LOT;

THENCE NORTH 25° 28' 05" WEST, ALONG SAID SOUTHWEST LOT LINE, 233.1 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM LOT 4 IN SAID BLOCK 14 THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, 199.2 FEET NORTHWESTERLY, MEASURED ON SAID SOUTHWESTERLY LINE FROM THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTHWESTERLY, ON SAID SOUTHWESTERLY LINE, 225 FEET;

THENCE NORTH 65° 09' 03" EAST, 142.5 FEET;

THENCE NORTHEASTERLY, ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375 FEET AND A CENTRAL ANGLE OF 19° 58' 25", A DISTANCE OF 130.70 FEET;

THENCE NORTH 45° 10' 48" EAST, 413 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4 DISTANT 300.30 FEET NORTHWESTERLY, MEASURED ON SAID NORTHEASTERLY LINE, FROM THE EAST CORNER OF SAID LOT 4;

THENCE SOUTHEASTERLY, ON SAID NORTHEASTERLY LINE, 238.60 FEET, TO A POINT IN SAID NORTHEASTERLY LINE 61.7 FEET NORTHWESTERLY, MEASURED ON SAID NORTHEASTERLY LINE, FROM THE EAST CORNER OF SAID LOT 4;

THENCE SOUTH 45° 10' 48" WEST, 333.7 FEET;

THENCE SOUTHWESTERLY, ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 19° 58' 25", 209.2 FEET;
THENCE SOUTH 65° 09' 03" WEST, 140.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM LOT 5 IN SAID BLOCK 14 THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 343.7 FEET NORTHWESTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE NORTHWESTERLY, ON SAID SOUTHWESTERLY LOT LINES, 225 FEET;

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YOUR REFERENCE:

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EXHIBIT A
(Continued)

THENCE NORTH 65° 09' 03" EAST, 263.20 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 270.90 FEET NORTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT 5;

THENCE NORTHEASTERLY, ON SAID NORTHWESTERLY LOT LINE, 382.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 5;

THENCE SOUTH 25° 23' 43" EAST, ON THE NORTHEASTERLY LINE OF SAID LOT, 138.4 FEET;

THENCE SOUTH 65° 09' 03" WEST, 635 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM LOT 6 IN SAID BLOCK 14, THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 382.5 FEET;

THENCE NORTH 65° 08' 03" EAST, 371.70 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 6;

THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY LOT LINE, 86.60 FEET, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THOSE PORTIONS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JANUARY 18, 1972 AS INSTRUMENT NOS. 7094 AND 7096, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM A 50% INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS BUT WITHOUT ENTRY UPON SURFACE OF, IN, UNDER OR ACROSS SAID LAND, AS RESERVED BY ROY V. RATLIFF AND DANNIE RATLIFF IN THE DEED RECORDED AUGUST 20, 1982 AS INSTRUMENT NO. 144275, OFFICIAL RECORDS.

DIVISION 2: (APN: 426-040-004)

LOTS 4 TO 10, INCLUSIVE, IN BLOCK 3 OF LAKEVIEW TOWNSITE, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE WEST HALF OF THE ALLEY RUNNING NORTHERLY AND SOUTHERLY THROUGH SAID BLOCK 3, LYING BETWEEN THE NORTH LINE OF LOT 4 EXTENDED EASTERLY AND THE SOUTHERLY LINE OF LOT 10 EXTENDED EASTERLY AS VACATED BY RESOLUTION RECORDED MARCH 4, 1942 IN BOOK 535, PAGE 254, OF OFFICIAL RECORDS.

DIVISION 3: (APN: 426-040-007)

LOTS 11 TO 16, INCLUSIVE, IN BLOCK 3 OF LAKEVIEW TOWNSITE, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, ALL THAT PORTION OF THOSE CERTAIN STREETS AND ALLEYS AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED MARCH 24, 1942 IN BOOK 535, PAGE 254 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,, PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH HALF OF CYPRESS AVENUE LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 14 IN SAID BLOCK 3 AND THE CENTER LINE OF CITRUS STREET;

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YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

ALSO, ALL THAT PORTION OF THE WEST HALF OF CITRUS STREET LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 16 IN SAID BLOCK 3 AND THE CENTER LINE OF CYPRESS AVENUE;

ALSO, ALL THAT PORTION OF THE ALLEY LYING SOUTHERLY OF THE NORTHERLY LINE OF LOT 11 IN SAID BLOCK 3 EXTENDED EASTERLY AND NORTHERLY OF THE SOUTHERLY LINE OF LOT 14 EXTENDED EASTERLY.

DIVISION 4: (APN: 426-040-003)

LOTS 1, 2 AND 3 IN BLOCK 3 OF LAKEVIEW TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 18 AND 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

ALSO, ALL THAT PORTION OF THE STREETS AND ALLEYS AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, A CERTIFIED COPY OF WHICH RESOLUTION WAS RECORDED MARCH 24, 1942 IN BOOK 535, PAGE 254 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,, PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTH HALF OF OLIVE AVENUE BETWEEN THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3 HEREINABOVE DESCRIBED AND THE CENTER LINE OF THE ALLEY IN SAID BLOCK EXTENDED NORTHERLY;

ALL THAT PORTION OF THE WEST HALF OF THE ALLEY RUNNING NORTHERLY AND SOUTHERLY THROUGH SAID BLOCK 3, LYING BETWEEN THE NORTHERLY LINE OF SAID LOT 1 IN BLOCK 3, EXTENDED EASTERLY AND THE SOUTHERLY LINE OF LOT 3 IN SAID BLOCK EXTENDED EASTERLY.

DIVISION 5: (APN: 426-030-017)

LOTS 2 AND 3 IN BLOCK 73 OF LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THOSE PORTIONS OF THE EAST HALF OF EUCALYPTUS STREET AND THE NORTH HALF OF "B" AVENUE ADJOINING SAID LOTS 2 AND 3, AS SHOWN ON SAID MAP, AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION RECORDED JANUARY 7, 1959 AS INSTRUMENT NO. 1291 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DIVISION 6: (APN: 425-240-024)

THOSE PORTIONS OF SECTIONS 15, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN RANCHO SAN JACINTO NUEVO, TOGETHER WITH PORTIONS OF PARCELS 13, 14 AND 27 OF PARCEL MAP NO. 14,202, AS SHOWN BY MAP ON FILE IN BOOK 106 OF PARCEL MAPS AT PAGES 74 THROUGH 81, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 27;

THENCE NORTH 83° 06' 40" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 27, A DISTANCE OF 150.00 FEET TO AN ANGLE POINT THEREON;

THENCE NORTH 55° 37' 55" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,072.64 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 27, SAID CORNER BEING ON THE CENTERLINE OF MT. RUDOLF ROAD (60.00 FEET IN WIDTH) OF SAID PARCEL MAP NO. 14,202;

EXHIBIT A
(Continued)

THENCE NORTH 30° 48' 15" WEST ALONG SAID CENTERLINE OF MT. RUDOLF ROAD AND ALONG THE SOUTHWESTERLY LINE OF SAID PARCELS 13 AND 14, BOTH OF SAID PARCEL MAP NO. 14,202 A DISTANCE OF 1,320.34 TO THE MOST WESTERLY CORNER OF SAID PARCEL 13;

THENCE NORTH 30° 46' 59" WEST ALONG THE SOUTHWESTERLY LINE OF RECORD OF SURVEY ON FILE IN BOOK 33 OF RECORDS OF SURVEY AT PAGES 41 AND 42 THEREOF, RECORDS OF RIVERSIDE COUNTY; CALIFORNIA, A DISTANCE OF 1,472.95 FEET;

THENCE SOUTH 82° 16' 00" WEST, A DISTANCE OF 435.11 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 15;

THENCE NORTH 01° 14' 05" EAST ALONG SAID WESTERLY LINE OF SAID SECTION 15, A DISTANCE OF 122.59 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15;

THENCE NORTH 89° 52' 20" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 2648.18 FEET TO THE MOST NORTHERLY CORNER OF PARCEL 12 OF SAID PARCEL MAP NO. 14,202;

THENCE SOUTH 00° 06' 24" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 12, A DISTANCE OF 1331.23 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 13;

THENCE SOUTH 89° 50' 19" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 13, A DISTANCE OF 1,021.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 380.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHWESTERLY LINE OF PARCEL 13;

THENCE SOUTH 30° 48' 15" EAST ALONG SAID PARALLEL LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 1447.34 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 14;

THENCE SOUTH 77° 05' 22" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 417.62 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 14, SAID CORNER BEING ON SAID CENTERLINE OF MT. RUDOLF ROAD;

THENCE SOUTH 22° 48' 35" EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 14 AND ALONG SAID CENTERLINE, A DISTANCE OF 58.90 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 280.00 FEET MEASURED AT A RIGHT ANGLE, FROM SAID NORTHERLY LINE OF PARCEL 27;

THENCE SOUTH 55° 37' 55" WEST ALONG SAID PARALLEL LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 1342.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 27;

THENCE NORTH 07° 03' 02" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 393.05 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS SHOWN AS PARCEL 1 OF LOT LINE ADJUSTMENT 5070 RECORDED MARCH 7, 2007 AS INSTRUMENT NO. 2007-0156196, OF OFFICIAL RECORDS.

DIVISION 7:

PARCEL 1: (APN: 425-170-016)

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

LOTS "A" THROUGH "L" INCLUSIVE, IN BLOCK 3 OF LAKE VIEW HEIGHTS RABBIT FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 OF MAPS, PAGE 45, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THOSE PORTIONS OF LAKEVIEW AVENUE AND THIRD STREET, AS ABANDONED, THAT WOULD PASS WITH A CONVEYANCE OF THE ABOVE DESCRIBED LOTS.

PARCEL 2: (APN: 426-200-027)

LOT 13, BLOCK 91 OF LAKE VIEW MAP NO. 5, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF FILE IN BOOK 2 OF MAPS, PAGE 19, RECORDS OF RIVERSIDE COUNTY.

PARCEL 3 COMPRISED OF:

PARCEL 3A: (APN: 425-170-003)

LOT 1 IN BLOCK 22 OF LAKEVIEW, AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 2 OF MAPS, PAGE(S) 24, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, BY DEEDS RECORDED IN BOOK 133, PAGE 109, IN BOOK 133, PAGE 111, IN BOOK 261, PAGE 403 AND MARCH 30, 1971, AS INSTRUMENT NO. 31809, ALL OF OFFICIAL RECORDS.

PARCEL 3B: (APN: 425-170-011)

LOT 10 IN BLOCK 22 OF LAKEVIEW, AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 2 OF MAPS, PAGE(S) 24, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, BY DEEDS RECORDED IN BOOK 133, PAGE 109, IN BOOK 133, PAGE 111, IN BOOK 261, PAGE 403 AND MARCH 30, 1971, AS INSTRUMENT NO. 31809, ALL OF OFFICIAL RECORDS, AND THAT PORTION CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY DEED RECORDED DECEMBER 8, 1954 AS INSTRUMENT NO. 64300, OFFICIAL RECORDS.

PARCEL 3C: (APN: 425-170-022)

LOT 9 IN BLOCK 1 OF MAP NO. 3 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 1 OF MAPS, PAGE(S) 34, RIVERSIDE COUNTY RECORDS.

PARCEL 3D: (APN: 426-160-021)

LOT 1 IN BLOCK 3 OF MAP NO. 3 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS, PAGES 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON SOUTHWESTERLY 260.3 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE NORTH 71° 51' 10" WEST 652.1 FEET, MORE OR LESS TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1.

PARCEL 3E: (APN: 426-160-024)

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

LOT 3 IN BLOCK 2 OF MAP NO. 3 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS, PAGES 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3, DISTANT THEREON SOUTHWESTERLY 4.2 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE NORTH 71° 51' 10" WEST 652.1 FEET, MORE OR LESS TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3.

PARCEL 3F: (APN: 426-200-034)

LOTS 8 AND 9 IN BLOCK 91 OF MAP NO. 5 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 2 OF MAPS, PAGE 18, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM THE WESTERLY ONE-HALF OF LOT 8, AS MEASURED ALONG THE SOUTHERLY LINE THEREOF.

PARCEL 3G: (APN: 425-190-016)

THAT PORTION OF SECTION 16, TOWNSHIP 4 SOUTH RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF PARCEL 33 OF PARCEL MAP NO. 14, 202, FILED IN BOOK 106 OF PARCEL MAPS, PAGES 74 THROUGH 81 INCLUSIVE, RIVERSIDE COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 33 NORTH 8° 18' 04" WEST 1,694 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF "Y" AVENUE, AS SHOWN ON MAP NO. 3 OF LAKE VIEW, RECORDED IN BOOK 1 OF MAPS, PAGES 34 AND 35, RIVERSIDE COUNTY RECORDS;

THENCE WESTERLY ALONG SAID CENTERLINE 803 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF 4TH STREET, AS SHOWN ON MAP NO. 5 OF LAKE VIEW, RECORDED IN BOOK 2, PAGE 18 OF MAPS, RIVERSIDE COUNTY RECORDS;

THENCE SOUTHERLY ALONG SAID CENTERLINE OF 4TH STREET AND THE CENTER LINE OF CORSO ALTO AVENUE, AS SHOWN ON SID MAP NO. 5 OF LAKE VIEW, TO A POINT BEING THE NORTH EASTERLY CORNER OF THE LANDS SHOWN ON PARCEL MAP NO. 10,293 FILED IN BOOK 58 OF PARCEL MAPS, PAGE 57, RIVERSIDE COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL MAP, AND THE SOUTHERLY EXTENSION THEREOF TO A POINT IN THE CENTER LIN OF WOSSLACK AVENUE, AS SHOWN ON MAP NO. 6 OF LAKE VIEW, RECORDED IN BOOK 2 OF MAPS, PAGE 29, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, AND THE NORTHEASTERLY EXTENSION THEREOF, 1600 FEET, MORE OR LESS TO A POINT WHICH BEARS NORTH 59° 43' WEST 404.13 FEET FROM THE POINT OF BEGINNING;

THENCE SOUTH 59° 43' EAST 404.13 FEET TO THE POINT OF BEGINNING.

PARCEL 4 COMPRISED OF:

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

PARCEL 4A: (APN: 425-180-001)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LAKEVIEW AVENUE AND EASTERLY OF THE EASTERLY LINE OF 3 AVENUE.

PARCEL 4B: (APN: 426-160-019 and 022)

LOT 9 AND THE EAST HALF OF LOT 8 OF BLOCK 3 OF MAP NO. 3 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 1 OF MAPS, PAGES 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

PARCEL 4C: (APN: 426-160-025)

LOT 4 OF BLOCK 2 OF MAP NO. 3 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 1 OF MAPS, PAGE(S) 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

PARCEL 4D: (APN: 426-200-025 and 026)

LOTS 1 AND 2 OF BLOCK 15 OF MAP NO. 3 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 1 OF MAPS, PAGE(S) 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

PARCEL 4E: (APN: 426-200-016)

LOT 1 OF BLOCK 16 OF MAP NO. 3 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 1 OF MAPS, PAGE(S) 34 AND 35, RECORDS OF RIVERSIDE COUNTY.

DIVISION 8: (APN: 426-350-009)

THAT PORTION OF LOTS 6 AND 7 IN BLOCK 92, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP NO. 5 OF LAKEVIEW, ON FILE IN BOOK 2, PAGE 18 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF WOLFSKILL AVENUE, FOURTH STREET AND CORSO ALTO AVENUE, AS SHOWN ON SAID MAP;

THENCE SOUTHWESTERLY, ON THE CENTER LINE OF CORSO ALTO AVENUE, 852.93 FEET;

THENCE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 6 TO THE CENTERLINE OF WOLFSKILL AVENUE, AS SHOWN ON SAID MAP;

THENCE EASTERLY ALONG THE CENTERLINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN WOLFSKILL AVENUE, FOURTH STREET AND CORSO ALTO AVENUE.

DIVISION 9:

EXHIBIT A
(Continued)

PARCEL 1: (APN: 425-170-012 and 013) (APN: 425-170-002, 004 AND 005)

LOT 9 AND THE WEST 1/2 OF LOT 8 IN BLOCK 22 AS SHOWN ON AMENDED MAP OF LAKEVIEW NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF LOTS 2 AND 11 IN SAID BLOCK 22, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 11 OF SAID SUBDIVISION, 90 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID LOT, SAID SOUTHWEST CORNER BEING THE INTERSECTION OF THE EASTERLY LINE OF 4TH STREET WITH THE NORTHERLY LINE OF THAT UNNAMED ROAD, 80 FEET WIDE SHOWN ON THE MAP OF AMENDED MAP OF LAKEVIEW NO. 1 AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY IN A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 2 IN SAID BLOCK 22, 96 FEET SOUTHERLY FROM THE MOST NORTHERLY CORNER BEING ON THE SOUTHERLY LINE OF THE ABOVE MENTIONED UNNAMED ROAD, 80 FEET WIDE;

TOGETHER WITH THAT PORTION OF THE ABOVE MENTIONED UNNAMED ROAD, 80 FEET WIDE, AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS, RECORDED OCTOBER 20, 1955 IN BOOK 1809, PAGE 373 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 2 AND LYING SOUTHERLY OF THE ABOVE DESCRIBED LINE;

ALSO TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF LAKEVIEW AVENUE, ABANDONED BY RESOLUTION RECORDED JULY 11, 1956 IN BOOK 1941, PAGE 44 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING EASTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 9 AND WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WEST HALF OF SAID LOT 8 AS SHOWN ON SAID MAP;

ALSO, TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF FOURTH STREET, LYING ADJACENT TO SAID LOT 11 IN BLOCK 22 AS SHOWN ON SAID MAP, AS VACATED BY ORDER TO THE BOARD OF SUPERVISORS, RECORDED OCTOBER 20, 1955 IN BOOK 1809, PAGE 373 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE ABOVE DESCRIBED LINE;

EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED BY ORDER OF CONDEMNATION TO THE METROPOLITAN WATER DISTRICT RECORDED DECEMBER 21, 1935 IN BOOK 261, PAGE 403 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND BY DEEDS RECORDED AUGUST 18, 1933 IN BOOK 133, PAGE 109, MARCH 30, 1971 AS INSTRUMENT NO. 31809, FEBRUARY 5, 1971 AS INSTRUMENT NO. 11663, AND FEBRUARY 5, 1999 AS INSTRUMENT NO. 46903, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 425-170-017, 018 and 021)

LOTS 4, 5 AND 8 OF BLOCK 1, AS SHOWN BY MAP NO. 3 OF LAKEVIEW, ON FILE IN BOOK 1, PAGES 34 AND 35 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH ALL THAT PORTION OF THE SOUTH 1/2 OF LAKEVIEW AVENUE ADJOINING LOTS 4 AND 5, AS ABANDONED BY RESOLUTION RECORDED JULY 11, 1956 IN BOOK 1941, PAGE 44 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 5 AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 4.

PARCEL 3: (APN: 426-160-003 and 007)

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

LOTS 1 AND 6 IN BLOCK 23, AS SHOWN ON AMENDED MAP OF LAKEVIEW NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF THE UNNAMED ROAD, 80 FEET WIDE, AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS, RECORDED OCTOBER 20, 1955 IN BOOK 1809, PAGE 373 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 6;

ALSO, TOGETHER WITH THAT PORTION OF THE WEST 1/2 OF FOURTH STREET, LYING ADJACENT TO SAID LOTS 1 AND 6 IN BOOK 23, AS SHOWN ON SAID MAP, AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS, RECORDED OCTOBER 20, 1955 IN BOOK 1809, PAGE 373 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE CENTER LINE OF THE ABOVE MENTIONED UNNAMED ROAD (80 FEET WIDE);

EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED BY ORDER OF CONDEMNATION TO THE METROPOLITAN WATER DISTRICT RECORDED DECEMBER 21, 1935 IN BOOK 261, PAGE 403 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND BY DEED RECORDED MARCH 30, 1971 AS INSTRUMENT NO. 31809, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DIVISION 10: (APN: 425-170-019 and 020)

LOTS 6 AND 7 OF BLOCK 1 AS SHOWN BY MAP NO. 3 OF LAKEVIEW, ON FILE IN BOOK 1, PAGES 34 AND 35 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHERLY HALF OF LAKE VIEW AVENUE ADJOINING LOT 6 LYING EASTERLY OF THE EASTERLY LINE OF 4TH STREET, AS SHOWN ON SAID MAP ABANDONED BY INSTRUMENT RECORDED JULY 11, 1956 IN BOOK 1941, PAGE 44 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DIVISION 11: (APN: 425-190-001)

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16;

THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16 TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THIRD STREET;

THENCE SOUTH 24° 56' EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 195.60 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF YUCCA AVENUE;

THENCE NORTH 82° 16' EAST TO THE EASTERLY LINE OF SAID SECTION 16;

THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

DIVISION 12:

PARCEL 1: (APN: 425-100-002 and 425-180-002)

THOSE PORTIONS OF LOT 5 OF THE PARTITION OF THE RANCHO SAN JACINTO NEUVO, AS DESCRIBED IN THE DECREE OF PARTITION, ENTERED IN THE SUPERIOR COURT, STATE OF CALIFORNIA, COUNTY OF SAN

EXHIBIT A
(Continued)

DIEGO, ON MARCH 17, 1890, TOGETHER WITH THAT PORTION OF FIRST STREET, IN BLOCK 6 AND BLOCK 12 OF AMENDED MAP NO. 1 OF LAKEVIEW TRACT, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, AS PARCEL NO. M.W.D. 138-23-1 AND THE EAST LINE OF SAID LOT 5 OF THE PARTITION OF RANCHO SAN JACINTO NEUVO;

THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINES OF SAID M.W.D. PARCEL NO. 138-23-1 THE FOLLOWING COURSES AND DISTANCES:

NORTH 44° 25' 15" WEST, 105.84 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHWESTERLY OF 450 FEET RADIUS, HAVING A CENTRAL ANGLE OF 10° 30' 00";

THENCE ON SAID CURVE, 82.47 FEET;

THENCE NORTH 54° 55' 15" WEST, 127.37 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY OF 550 FEET RADIUS, HAVING A CENTRAL ANGLE OF 17° 27' 40";

THENCE ON SAID CURVE, 167.61 FEET;

THENCE NORTH 37° 27' 40" WEST, 570.8 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY OF 200 FEET RADIUS, HAVING A CENTRAL ANGLE OF 27° 48' 30";

THENCE ON SAID CURVE, 97.07 FEET;

THENCE NORTH 65° 16' 10" WEST, 141.40 FEET;

THENCE NORTH 60° 45' 50" WEST, 377.90 FEET;

THENCE NORTH 69° 41' 45" WEST, 464.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY OF 150 FEET RADIUS, HAVING A CENTRAL ANGLE OF 32° 59' 50";

THENCE ON SAID CURVE 86.38 FEET;

THENCE SOUTH 77° 18' 25" WEST, 93.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY OF 350 FEET RADIUS, HAVING A CENTRAL ANGLE OF 35° 59' 55";

THENCE ON SAID CURVE 219.9 FEET;

THENCE NORTH 66° 41' 45" WEST, 124.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY OF 150 FEET RADIUS, HAVING A CENTRAL ANGLE OF 21° 26' 10";

THENCE ON SAID CURVE, 56.12 FEET;

THENCE LEAVING THE SOUTHERLY LINE OF SAID M.W.D. PARCEL 138-23-1;

THENCE NORTH 88° 08' 00" WEST, 11.87 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 5, BLOCK 4 OF SAID AMENDED MAP NO. 1 OF LAKE VIEW TRACT, SAID POINT BEING SOUTHWESTERLY 78.10 FEET FROM AN ANGLE POINT THEREON;

THENCE SOUTH 17° 37' 00" WEST, 236.90 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF BLOCK 5 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;

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YOUR REFERENCE:

Chicago Title Company
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EXHIBIT A
(Continued)

THENCE SOUTHERLY ON THE EAST LINE OF SAID BLOCK 5, SOUTH 04° 36' 00" WEST, 860.00 FEET;
THENCE NORTH 79° 26' 00" WEST, 386.60 FEET;
THENCE NORTH 84° 58' 00" WEST, 700.00 FEET;
THENCE NORTH 48° 7' 00" WEST, 535.50 FEET TO THE MOST WESTERLY CORNER OF LOT 1 IN BLOCK 5 OF SAID AMENDED MAP NO. 1 OF LAKE VIEW AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY OF 882.31 FEET RADIUS, HAVING A CENTRAL ANGLE OF 23° 35' 38", A RADIAL TO SAID BEGINNING BEARS SOUTH 15° 27' 30" EAST;
THENCE WESTERLY ON SAID CURVE 363.33 FEET; SAID CURVE ALSO BEING THE SOUTHERLY BOUNDARY OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;
THENCE CONTINUING ON LAST SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES AND DISTANCES;
THENCE NORTH 81° 52' 00" WEST, 281.75 FEET;
THENCE SOUTH 00° 10' 00" WEST, 248.00 FEET;
THENCE NORTH 73° 48' 00" WEST, 375.00 FEET;
THENCE NORTH 00° 10' 00" EAST, 50.00 FEET;
THENCE NORTH 73° 48' 00" WEST, 350.00 FEET TO THE EAST LINE OF FIRST STREET AS SHOWN ON SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;
THENCE NORTH 00° 10' 00" EAST, 93.00 FEET ON SAID EAST LINE;
THENCE NORTH 81° 52' 00" WEST, 50.49 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 12 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;
THENCE SOUTH 00° 10' 00" WEST, 450.00 FEET ON THE EAST LINE OF SAID LOT 2;
THENCE SOUTH 80° 00' 00" WEST, 550.00 FEET;
THENCE SOUTH 65° 00' 00" WEST, 689.98 FEET;
THENCE NORTH 70° 16' 30" WEST, 880.45 FEET TO THE MOST WESTERLY CORNER OF BLOCK 13 THEREOF AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY OF 1,210.94 FEET RADIUS, HAVING A CENTRAL ANGLE OF 17° 18' 55" A RADIAL TO SAID BEGINNING BEARS NORTH 65° 41' 25" WEST;
THENCE SOUTHWESTERLY, 365.96 FEET ON SAID CURVE;
THENCE SOUTH 41° 37' 30" WEST, 529.80 FEET TO THE WEST LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THERETO, AS SHOWN ON MAP RECORDED IN BOOK 7, PAGE 17 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;
THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;

EXHIBIT A
(Continued)

THENCE SOUTHERLY ON THE WEST LINE OF SAID SECTION 10, SOUTH 00° 10' 00" EAST, 912.00 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE EASTERLY ON THE SOUTHERLY LINE OF SECTIONS 10 AND 11 OF TOWNSHIP 4 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, NORTH 89° 55' 35" EAST, 7,908.75 FEET TO THE EAST LINE OF SAID LOT 5 OF THE PARTITION OF THE RANCHO SAN JACINTO NUEVO;

THENCE NORTHERLY ON LAST SAID EAST LINE, NORTH 00° 07' 09" EAST, 1,244.91 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION WITHIN THE WEST HALF OF FIRST STREET IN BLOCK 12 OF AMENDED MAP NO. 1 OF LAKEVIEW TRACT.

PARCEL NO. 2: (APN: 425-120-05, 09 & 10)

THOSE PORTIONS OF BLOCKS 4, 5 AND 6 OF AMENDED MAP NO. 1 OF LAKEVIEW TRACT, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEVIEW AVENUE, FIRST STREET AND RESERVOIR LOT AND THAT CERTAIN UN-NAMED STREET IN BLOCKS 4 AND 5, AS SHOWN ON SAID MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 IN BLOCK 5 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT, SAID POINT BEING A CURVE CONCAVE NORTHERLY OF 882.31 FEET RADIUS, HAVING A CENTRAL ANGLE OF 23° 35' 38" A RADIAL TO SAID BEGINNING BEARS SOUTH 15° 27' 30" EAST;

THENCE WESTERLY ON SAID CURVE 363.33 FEET;

THENCE NORTH 81° 52' 00" WEST, 281.75 FEET;

THENCE SOUTH 00° 10' 00" WEST, 248.00 FEET;

THENCE NORTH 73° 48' 00" WEST, 375.00 FEET;

THENCE NORTH 00° 10' 00" EAST, 50.00 FEET;

THENCE NORTH 73° 48' 00" WEST, 350.00 FEET TO THE EAST LINE OF SAID FIRST STREET;

THENCE NORTH 00° 10' 00" EAST, 93.00 FEET ON SAID EAST LINE;

THENCE NORTH 81° 52' 00" WEST, 25.24 FEET TO THE WESTERLY LINE OF BLOCK 6 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;

THENCE NORTHERLY ON THE WEST LINE OF SAID BLOCK 6, NORTH 00° 10' 00" WEST, 330.00 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MWD PARCEL 138-21-1;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ON LAST SAID PROLONGATION AND THE SOUTHERLY BOUNDARIES OF MWD PARCELS 138-21-1, 138-22-1, 138-22-3 AND 138-24-1 THE FOLLOWING COURSES AND DISTANCES;

SOUTH 68° 07' 50" EAST, 27.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, OF 600.00 FEET RADIUS, HAVING A CENTRAL ANGLE OF 28° 01' 15";

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EXHIBIT A
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THENCE EASTERLY ON SAID CURVE, 293.40 FEET;

THENCE NORTH 83° 51' 00" EAST, 275.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, OF 400.00 FEET RADIUS, HAVING A CENTRAL ANGLE OF 24° 32' 45";

THENCE ON SAID CURVE 171.40 FEET;

THENCE SOUTH 71° 36' 15" EAST, 151.10 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY OF 600.00 FEET RADIUS, HAVING A CENTRAL ANGLE OF 45° 01' 30";

THENCE ON SAID CURVE, 471.47 FEET;

THENCE NORTH 63° 22' 20" EAST, 465.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, OF 400.00 FEET RADIUS, HAVING A CENTRAL ANGLE OF 28° 29' 35";

THENCE ON SAID CURVE, 198.92 FEET;

THENCE SOUTH 88° 08' 00" EAST, 879.66 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 5, BLOCK 4 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT;

THENCE LEAVING THE SOUTHERLY LINE OF SAID MWD PARCELS;

THENCE SOUTHERLY ON SAID SOUTHEASTERLY LINE OF LOT 5, BLOCK 4, SOUTH 17° 37' 00" WEST, 246.90 FEET;

THENCE SOUTHERLY AND WESTERLY ON THE BOUNDARY LINE OF BLOCK 5 OF SAID AMENDED MAP NO. 1 OF LAKEVIEW TRACT AS FOLLOWS;

THENCE SOUTH 00° 36' 00" WEST, 860.00 FEET;

THENCE NORTH 79° 26' 00" WEST, 386.60 FEET;

THENCE NORTH 84° 53' 00" WEST, 700.00 FEET;

THENCE NORTH 48° 17' 00" WEST, 535.5 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 425-120-002)

THOSE PORTIONS IN BLOCKS 6 AND 7 OF AMENDED MAP NO. 1 OF LAKEVIEW TRACT, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, TOGETHER WITH THOSE PORTIONS OF FIRST STREET, RESERVOIR AND LAKEVIEW AVENUE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID BLOCK 6 AND THE SOUTHERLY LINE OF THE RAMONA EXPRESSWAY AS CONVEYED TO THE COUNTY OF RIVERSIDE IN DEED RECORDED MARCH 30, 1970, AS DOCUMENT NO. 29122, OF OFFICIAL RECORDS;

THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BLOCK 6, SOUTH 00° 10' 00" WEST, 625 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAND CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED JANUARY 18, 1972, IN BOOK 1972, PAGE 7096, OF OFFICIAL RECORDS;

THENCE EASTERLY ON LAST SAID NORTHERLY LINE OF THE FOLLOWING COURSES AND DISTANCES:

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YOUR REFERENCE:

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EXHIBIT A
(Continued)

THENCE SOUTH 68° 07' 50" EAST, 120 FEET TO THE BEGINNING ON A CURVE CONCAVE NORTHERLY OF 375 FOOT RADIUS HAVING A CENTRAL ANGLE OF 20° 01' 15";

THENCE ON SAID CURVE, 183.40 FEET;

THENCE NORTH 83° 51' 00" EAST, 275.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, OF 625 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 24° 32' 45";

THENCE ON SAID CURVE 267.80 FEET;

THENCE SOUTH 71° 36' 15" EAST, 151.10 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY OF 375 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 45° 01' 30";

THENCE ON SAID CURVE 294.70 FEET;

THENCE NORTH 63° 22' 30" EAST, 465.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, OF 625 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 28° 29' 35";

THENCE ON SAID CURVE, 310.82 FEET;

THENCE CONTINUING ON SAID NORTHERLY LINE OF THE LAND CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA THE FINAL COURSE AND DISTANT,

SOUTH 88° 08' 00" EAST, 662.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY OF 764.04 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 11° 15' 05" SAID BEGINNING BEING, A POINT ON THE EASTERLY LINE OF SAID BLOCK 6, A RADIAL TO SAID BEGINNING BEARS SOUTH 78° 44' 54" EAST;

THENCE NORTHERLY ON SAID CURVE, 150 FEET;

THENCE CONTINUING ON SAID EASTERLY LINE OF BLOCK 6, NORTH 00° 00' 00" WEST, 328.35 FEET TO THE SOUTHERLY LINE OF RAMONA EXPRESSWAY AS CONVEYED BY DEED RECORDED MARCH 30, 1970, AS DOCUMENT NO. 29122, OF OFFICIAL RECORDS;

THENCE WESTERLY ON LAST SAID SOUTHERLY LINE, NORTH 89° 59' 27" WEST, 2,590 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 425-120-011)

THOSE PORTIONS IN BLOCK 3 AND 4 OF AMENDED MAP NO. 1 OF LAKEVIEW TRACT, AS PER MAP RECORDED IN BOOK 2, PAGE 24, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEVIEW AND RESERVOIR AVENUE, AND EAST BOUNDARY ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID BLOCK 4 AND THE NORTHERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED JANUARY 18, 1972 IN BOOK 1972, PAGE 7098, OF OFFICIAL RECORDS;

THENCE EASTERLY ON LAST SAID NORTHERLY LINE OF THE FOLLOWING COURSES AND DISTANCES;

SOUTH 87° 39' 51" EAST, 998.57 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHWESTERLY OF 575 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 28° 25' 59";

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THENCE ON SAID CURVE, 286.34 FEET;

THENCE SOUTH 59° 10' 52" EAST, 782 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, OF 350 FOOT RADIUS HAVING A CENTRAL ANGLE OF 15° 54' 24";

THENCE ON SAID CURVE, 97.17 FEET;

THENCE SOUTH 43° 19' 28" EAST, 753 FEET TO THE EAST LINE OF SAID BLOCK 4;

THENCE LEAVING THE NORTHERLY LINE OF THE LAND CONVEYED TO SAID METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA;

THENCE NORTH 00° 07' 09" EAST, 1,020 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RAMONA EXPRESSWAY, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1970 AS DOCUMENT NO. 20122, OF OFFICIAL RECORDS;

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY OF 5,000 FOOT RADIUS, HAVING A CENTRAL ANGLE OF 29° 27' 05", A RADIAL TO SAID BEGINNING BEARS NORTH 29° 27' 32" EAST;

THENCE WESTERLY ON SAID CURVE, 2,493 FEET;

THENCE NORTH 89° 59' 27" WEST, 230 FEET TO THE WEST LINE OF SAID BLOCK 4;

THENCE LEAVING THE SOUTHERLY LINE OF SAID RAMONA EXPRESSWAY, SOUTH 00° 00' 00" EAST, 328.35 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY OF 764.04 RADIUS, HAVING A CENTRAL ANGLE OF 11° 15' 05";

THENCE ON SAID CURVE 150 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT, A MUNICIPAL CORPORATION BY DEED RECORDED OCTOBER 26, 2001 AS INSTRUMENT NO. 526892.

PARCEL 5: (APN: 425-230-004, 005, 006, 007, 008, 009, 010, 011, 012, 013 and 014
425-230-017, 018, 020 and 021, 425-240-001, 002, 003, 004 and 005
425-240-010, 015, 016 and 017, 425-250-017 and 018)

PARCELS 1 THROUGH 12, 15 THROUGH 24 INCLUSIVE, AND 42 THROUGH 45, INCLUSIVE, OF PARCEL MAP NO. 14202 AS SHOWN BY MAP ON FILE IN BOOK 106 PAGES 74 TO 81, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, RECORDS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 24 CONVEYED TO THE EASTERN MUNICIPAL WATER DISTRICT BY DOCUMENT RECORDED FEBRUARY 10, 1995 AS INSTRUMENT NO. 43398 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION OF PARCEL 43 CONVEYED TO THE EASTERN MUNICIPAL WATER DISTRICT BY DOCUMENT RECORDED FEBRUARY 10, 1995 AS INSTRUMENT NO. 43397 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DIVISION 13: (APN: 425-190-002 AND 009, 425-260-010, 012, 014 AND 016)

EXHIBIT A
(Continued)

PARCEL 1 OF LOT LINE ADJUSTMENT NO. 05069, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE NOTICE OF LOT LINE ADJUSTMENT NO. 05069 RECORDED MARCH 7, 2007 AS INSTRUMENT NO. 2007-0156159, OFFICIAL RECORDS, BEING THOSE PORTIONS OF SECTIONS 15 AND 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST IN THE RANCHO SAN JACINTO NUEVO, TOGETHER WITH PORTIONS OF PARCELS 30, 31 AND 32 OF PARCEL MAP NO. 14,202, AS SHOWN BY MAP ON FILE IN BOOK 106 OF PARCEL MAPS AT PAGES 74 THROUGH 81 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 32;

THENCE NORTH 24° 57' 05" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 32, A DISTANCE OF 736.14 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 180.00 FEET, MEASURED AT A RIGHT ANGLE, FROM THE NORTHEASTERLY LINE OF SAID PARCEL 32 OF PARCEL MAP NO. 14,202;

THENCE SOUTH 47° 46' 58" EAST ALONG SAID, PARALLEL LINE, A DISTANCE OF 1,142.10 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT SOUTHERLY 180.00 FEET, MEASURED AT A RIGHT ANGLE, FROM THE NORTHERLY LINE OF SAID. PARCEL. 31 OF PARCEL MAP NO. 14,202;

THENCE SOUTH 87° 42' 57" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 705.77 FEET;

THENCE NORTH. 55° 37' 55" EAST, A DISTANCE OF 824.23 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 30;

THENCE NORTH. 28° 36' 42" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 781.30 FEET TO THE MOST WESTERLY CORNER OF PARCEL 29 OF SAID PARCEL MAP NO. 14,202;

THENCE NORTH 83° 06' 40" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 29 AND ALONG THE NORTHERLY LINE OF PARCEL 27 OF SAID PARCEL MAP NO. 14,202, A DISTANCE OF 1,077.88 FEET TO AN ANGLE POINT ON SAID NORTHERLY LINE OF PARCEL 27;

THENCE NORTH 55° 37' 55" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,072.64 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 27, SAID CORNER BEING ON THE CENTERLINE OF MT. RUDOLF ROAD (60.00 FEET IN WIDTH) OF SAID PARCEL MAP NO. 14,202;

THENCE NORTH 30° 48' 15" WEST ALONG THE SOUTHWESTERLY LINE OF PARCEL 14 AND ALONG THE SOUTHWESTERLY LINE OF PARCEL 13 OF SAID PARCEL MAP NO. 14,202, A DISTANCE OF 1,320.34 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 13;

THENCE NORTH 30° 46' 59" WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF RECORD OF SURVEY ON FILE IN BOOK 33 OF RECORDS OF SURVEY AT PAGES 41 AND 42 THEREOF, RECORDS OF RIVERSIDE, CALIFORNIA, A DISTANCE OF 1,472.95 FEET TO AN ANGLE POINT ON SAID BOUNDARY LINE;

THENCE SOUTH 82° 14' 12" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID RECORD OF SURVEY, A DISTANCE OF 733.27 FEET TO AN INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF YUCCA AVENUE (RECORDED AS "Y" AVENUE, 60.00 FEET IN WIDTH) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (25.00 FEET IN HALF WIDTH) OF LAKE VIEW HEIGHTS RABBIT FARMS, AS SHOWN BY MAP ON FILE IN BOOK 15 OF MAPS AT PAGE 45 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 50° 21' 33" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,503.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,321.86 FEET;

EXHIBIT A
(Continued)

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24° 25' 22", AN ARC DISTANCE OF 989.71 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE WESTERLY LINE OF PARCEL 33 OF SAID PARCEL MAP NO. 14,202, THE RADIAL LINE FROM SAID POINT BEARS NORTH 15° 13' 05" WEST;

THENCE SOUTH 08° 15' 01" EAST ALONG SAID NORTHWESTERLY PROLONGATION, A DISTANCE OF 696.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 33;

THENCE SOUTH 77° 59' 45" EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 33, A DISTANCE OF 373.81 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 65° 39' 28" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 685.44 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 47° 46' 58" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 180.02 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 32;

THENCE SOUTH 24° 57' 05" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 32, A DISTANCE OF 188.49 FEET TO THE TRUE POINT OF BEGINNING.

DIVISION 14:

PARCEL 1: (APN: 425-140-006)

LOTS 1 AND 5 IN BLOCK 15; TOGETHER WITH THAT PORTION OF THIRD STREET LYING SOUTHERLY OF PICO ROAD, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 22, 1950 IN BOOK 1198, PAGE 486 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, ADJOINING SAID LOTS 1 AND 5 ON THE WEST, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN FILED FOR RECORD OCTOBER 20, 1955 AS INSTRUMENT NO. 67419, OFFICIAL RECORDS; ALL AS SHOWN BY AMENDED MAP NO. 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 1 THROUGH 5 IN BLOCK 20, LOT 1 IN BLOCK 15, AND THIRD STREET (50 FEET WIDE, VACATED) AS SHOWN ON AMENDED MAP NO. 1 OF LAKEVIEW, FILED IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED IN THE DEEDS TO THE COUNTY OF RIVERSIDE RECORDED AUGUST 22, 1950 IN BOOK 1198, PAGE 486 AND DECEMBER 24, 1969 AS INSTRUMENT NO. 131302, BOTH OF OFFICIAL RECORDS.

PARCEL 2: (APN: 425-160-002)

LOTS 1, 2, 3, 4, 5, 7, 8, 9 AND 10 IN BLOCK 20, EXCEPTING THE NORTHERLY 10 FEET OF SAID LOTS 1 THROUGH 5, INCLUSIVE, TOGETHER WITH THE NORTHERLY HALF OF PICO STREET ADJOINING SAID LOTS 7, 8, 9 AND 10 ON THE SOUTH, THE WEST HALF OF THIRD STREET ADJACENT TO LOT 5, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 20, 1955 AS INSTRUMENT NO. 67419, OFFICIAL RECORDS; ALL AS SHOWN BY AMENDED MAP NO. 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 1 THROUGH 5 IN BLOCK 20, LOT 1 IN BLOCK 15, AND THIRD STREET (50 FEET WIDE, VACATED) AS SHOWN ON AMENDED MAP NO. 1 OF LAKEVIEW, FILED IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED IN THE DEEDS TO THE COUNTY OF

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(Continued)

RIVERSIDE RECORDED AUGUST 22, 1950 IN BOOK 1198, PAGE 486 AND DECEMBER 24, 1969 AS INSTRUMENT NO. 131302, BOTH OF OFFICIAL RECORDS.

PARCEL 3: (APN: 425-160-003)

LOTS A, B, C AND D IN BLOCK 1, TOGETHER WITH THE NORTH HALF OF PICO STREET ADJOINING SAID LOT A ON THE SOUTH AND LOT E, ALSO KNOWN AS THIRD STREET, ADJOINING SAID LOTS A, B, C AND D ON THE EAST, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN FILED FOR RECORD OCTOBER 20, 1955 AS INSTRUMENT NO. 67419, OFFICIAL RECORDS; ALL AS SHOWN BY MAP OF LAKEVIEW HEIGHTS RABBIT FARMS ON FILE IN BOOK 15, PAGE 45 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL 4: (APN: A portion of 425-160-004, 005 and 006)

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 21; TOGETHER WITH THE SOUTH HALF OF PICO STREET ADJOINING SAID LOTS ON THE NORTH AND THE WEST HALF OF THIRD STREET ADJOINING SAID LOT 5 ON THE EAST, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN FILED FOR RECORD OCTOBER 20, 1955 AS INSTRUMENT NO. 67419, OFFICIAL RECORDS; ALL AS SHOWN BY AMENDED MAP NO. 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL 5: (APN: 425-160-007)

LOT 1 IN BLOCK 24 AS SHOWN BY AMENDED MAP NO. 1 OF LAKEVIEW FILED IN BOOK 2, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF RESERVOIR AVENUE, FOURTH STREET AND THE 80 FOOT WIDE UNNAMED STREET ABUTTING THE ABOVE DESCRIBED LAND WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE THEREOF, SAID STREETS BEING VACATED BY RESOLUTIONS OF THE COUNTY OF RIVERSIDE, CERTIFIED COPIES OF SAID RESOLUTIONS BEING RECORDED APRIL 30, 1952 IN BOOK 1364, PAGE 288 AND OCTOBER 20, 1955 AS INSTRUMENT NO. 67420, BOTH OF OFFICIAL RECORDS.

PARCEL 6: (APN: Portion of 425-160-004, 005 and 006)

THAT PORTION OF THAT CERTAIN 40 FOOT STRIP OF LAND SHOWN AS "RIGHT OF WAY FOR CANAL" ON AMENDED MAP NO. 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, BOUNDED AS FOLLOWS: ON THE EAST BY THE EASTERLY LINE OF THE SOUTHERLY EXTENSION OF LOT 5 IN BLOCK 15; ON THE WEST BY THE SOUTHEASTERLY LINE OF FIFTH STREET; ON THE NORTH BY THE SOUTHERLY LINES OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 21 AND LOT 5 IN BLOCK 15 AS SHOWN ON SAID AMENDED MAP NO. 1 OF LAKEVIEW; AND ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1 IN BLOCK 24 AND BY THE NORTHERLY LINE OF RESERVOIR AVENUE, AS SHOWN ON SAID AMENDED MAP NO. 1 OF LAKEVIEW.

TOGETHER WITH THAT PORTION OF THE NORTHERLY HALF OF RESERVOIR AVENUE, AS SHOWN ON AMENDED MAP NO. 1 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 30, 1952 IN BOOK 1364, PAGE 288 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 5 IN BLOCK 15 AND LYING EASTERLY OF THE NORTHERLY EXTENSION OF THE CENTER LINE OF FOURTH STREET, AS SHOWN ON SAID MAP.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 1 THROUGH 5 IN BLOCK 20, LOT 1 IN BLOCK 15, AND THIRD STREET (50 FEET WIDE, VACATED) AS SHOWN ON AMENDED MAP NO. 1 OF LAKEVIEW, FILED IN

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BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED IN THE DEEDS TO THE COUNTY OF RIVERSIDE RECORDED AUGUST 22, 1950 IN BOOK 1198, PAGE 486 AND DECEMBER 24, 1969 AS INSTRUMENT NO. 131302, BOTH OF OFFICIAL RECORDS.

PARCEL 7: (APN: Portion of 426-020-009)

ALL OF LOTS 189, 190, 191 AND 192, TOGETHER WITH ALL OF "A" AVENUE LYING BETWEEN LOT 189 AND LOTS 190, 191 AND 192 AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE RECORDED JANUARY 7, 1959 AS INSTRUMENT NO. 1291, OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF EUCALYPTUS STREET ADJOINING SAID LAND WHICH WOULD PASS WITH A CONVEYANCE OF SAID LAND BY OPERATION OF LAW, OF TRACT NUMBER 4 OF THE LANDS OF THE NUEVO LAND COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 22 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THOSE PORTIONS LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED OCTOBER 7, 1958 AS INSTRUMENT NO. 71772, OFFICIAL RECORDS.

PARCEL 7A: (APN: Portion of 426-020-009)

A STRIP OF LAND 100 FEET IN WIDTH WITH AN AVERAGE LENGTH OF 3,457.38 FEET, BEING A PORTION OF LOT 5 OF RANCHO SAN JACINTO NUEVO ACCORDING TO MAP OF THE PARTITION OF SAID RANCHO UNDER DECREE OF THE SUPERIOR COURT OF SAN DIEGO COUNTY, MARCH 7, 2980 AND FILED WITH THE COUNTY CLERK OF SAID COUNTY, APRIL 30, 1981. SAID STRIP BEING ALL THAT PORTION OF THE 100 FEET WIDE STRIP OF LAND CONVEYED TO THE PERRIS AND LAKEVIEW RAILWAY COMPANY, BY DEED RECORDED NOVEMBER 7, 1899 IN BOOK 77, PAGE 107 OF DEEDS, WHICH LIES BETWEEN THE CENTER LINE OF EUCALYPTUS STREET AND EIGHTH STREET. THE CENTER LINE OF SAID LAND TO BE CONVEYED BEGINS AT A POINT IN THE CENTER LINE OF EUCALYPTUS STREET, LAST SAID CENTER LINE BEING ALSO THE WESTERLY BOUNDARY OF LAKEVIEW TOWNSITE AS SHOWN ON MAP ON FILE IN BOOK 1, PAGES 18 AND 19, OF MAPS, RIVERSIDE COUNTY RECORDS; SAID POINT BEING LOCATED 15.155 FEET NORTHERLY ALONG THE CENTER LINE OF EUCALYPTUS STREET FROM THE CENTER LINE OF "A" AVENUE AS SHOWN ON LAST SAID MAP;

THENCE SOUTH 89° 26' WEST, ALONG THE CENTER LINE OF SAID CONVEYED STRIP, 3,457.38 FEET, MORE OR LESS, TO POINT OF ENDING IN THE CENTER LINE OF EIGHTH STREET.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOR LESS THAN 100 FEET BELOW THE SURFACE OF SAID LAND, AS RESERVED WITHIN ENTRY, IN THE DEED FROM THE CALIFORNIA ARIZONA AND SANTA FE RAILWAY COMPANY, FILED FOR RECORDED NOVEMBER 6, 1950 AS INSTRUMENT NO. 819 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED OCTOBER 7, 1958 AS INSTRUMENT NO. 71772 OFFICIAL RECORDS.

PARCEL 8: (APN: 426-030-004 and 011)

LOTS 1 AND 4 IN BLOCK 70, LOTS 1 AND 4 IN BLOCK 71 AND LOT 1 IN BLOCK 72 AND THOSE PORTIONS OF THE VACATED MAGNOLIA STREET, ELM STREET, JUNIPER STREET AND "B" STREET ADJOINING SAID LOTS WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW, ALL AS SHOWN ON THE MAP OF LAKEVIEW TOWNSITE ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS.

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EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN 100 FEET BELOW THE SURFACE AS TO THE AREAS DESCRIBED IN AND AS RESERVED WITHOUT ENTRY, IN THE DEED FROM THE CALIFORNIA ARIZONA AND SANTA FE RAILWAY COMPANY FILED FOR RECORD OCTOBER 1, 1952 AS INSTRUMENT NO. 41966.

PARCEL 9: (APN: 426-030-012)

ALL OF BLOCKS 67, 68, 69, 76, 77 AND 78 AND THOSE PORTIONS OF THE VACATED "A" AVENUE, EUCALYPTUS STREET, CYPRESS STREET, GREVILLE STREET, MAGNOLIA STREET, OLIVE STREET AND ELM STREET ADJOINING SAID BLOCKS WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW, ALL AS SHOWN ON THE MAP OF LAKEVIEW TOWNSITE ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN 100 FEET BELOW THE SURFACE AS TO THE AREAS DESCRIBED IN AND AS RESERVED WITHOUT ENTRY, IN THE DEED FROM THE CALIFORNIA ARIZONA AND SANTA FE RAILWAY COMPANY FILED FOR RECORD OCTOBER 1, 1952 AS INSTRUMENT NO. 41966.

PARCEL 10: (APN: 426-030-013, 426-071-003 and 426-081-001)

LOT 1 OF AMENDED MAP OF A PORTION OF LAKE VIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 20 PAGE 26 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE EASTERLY 40 FEET OF MAGNOLIA AVENUE VACATED BY RESOLUTION RECORDED JULY 1, 1955 AS INSTRUMENT NO. 43343 WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOT BY OPERATION OF LAW.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

ALSO EXCEPTING THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343 PAGE 99 OF OFFICIAL RECORDS.

PARCEL 11: (APN: Portion of 426-040-001)

LOT 3 OF AMENDED MAP OF A PORTION OF LAKE VIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 20 PAGE 26 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE CENTER LINE OF FIG STREET.

PARCEL 12: (APN: Portion of 426-040-001)

THE DEPOT GROUNDS, AS SHOWN BY THE MAP OF LAKE VIEW TOWNSITE ON FILE IN BOOK 1 PAGES 18 AND 19 OF MAPS RIVERSIDE COUNTY RECORDS, WHICH LIE SOUTHERLY OF AND ADJACENT TO BLOCK 86 OF SAID SUBDIVISION.

EXCEPTING ANY PORTION LYING WEST OF THE EASTERLY LINE OF SEVENTH STREET (NOW DAVIS ROAD).

ALSO EXCEPTING ANY PORTION LYING EAST OF THE CENTER LINE OF FIG STREET.

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PARCEL 13: (APN: 426-040-002 and 426-082-002)

LOT 4 OF AMENDED MAP OF A PORTION OF LAKE VIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 20 PAGE 26 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE CENTER LINE OF FIG STREET.

ALSO EXCEPTING THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343 PAGE 99 OF OFFICIAL RECORDS.

PARCEL 14: (APN: Portion of 426-050-001)

LOT 3 OF AMENDED MAP OF A PORTION OF LAKE VIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 20 PAGE 26 OF MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE CENTER LINE OF FIG STREET.

PARCEL 15: (APN: Portion of 426-050-001)

THE AREA SHOWN AS RAILROAD RESERVATION ON THE MAP OF LAKE VIEW TOWNSITE ON FILE IN BOOK 1 PAGES 18 AND 19 OF MAPS RIVERSIDE COUNTY RECORDS, WHICH LIE SOUTHERLY OF AND ADJACENT TO BLOCKS 83, 84 AND 85 OF SAID SUBDIVISION.

EXCEPTING ANY PORTION LYING EAST OF THE WESTERLY LINE OF SIXTH STREET.

ALSO EXCEPTING ANY PORTION LYING WEST OF THE CENTER LINE OF FIG STREET.

PARCEL 16: (APN: 426-050-002)

LOT 4 OF AMENDED MAP OF A PORTION OF LAKE VIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 20 PAGE 26 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF "A" STREET LYING NORTHEAST OF LOTS 8, 9 AND 10 OF THE 1ST ADDITION TO LAKEVIEW TOWNSITE PER MAP RECORDED IN BOOK 12 PAGE 75 OF MAPS, RIVERSIDE COUNTY RECORDS WHICH WOULD PASS WITH A CONVEYANCE OF LOT 4 BY OPERATION OF LAW.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE CENTER LINE OF FIG STREET.

EXHIBIT A
(Continued)

ALSO EXCEPTING THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343 PAGE 99 OF OFFICIAL RECORDS.

PARCEL 17: (APN: 426-050-003)

ALL OF LOTS 8, 9, 10, 11, 12 AND 13 AS SHOWN ON THE MAP OF THE 1ST ADDITION TO LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 12 PAGE 75 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH "A" STREET WHICH WOULD PASS WITH A CONVEYANCE OF THE LOTS IN SAID BLOCK BY OPERATION OF LAW.

EXCEPTING THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343 PAGE 99 OF OFFICIAL RECORDS.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

PARCEL 18: (APN: 426-071-001 and 002)

LOTS 1, 2, 3 AND 4 IN BLOCK 66 AND LOTS 1 AND 2 IN BLOCK 79 AND THOSE PORTIONS OF THE VACATED EUCALYPTUS STREET, CYPRESS STREET, GREVILLA STREET, MAGNOLIA STREET ADJOINING SAID LOTS WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW ALL AS SHOWN ON THE MAP OF LAKEVIEW TOWNSITE ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS:

EXCEPTING THEREFROM THOSE PORTIONS LYING SOUTHERLY OF THE NORTHERLY LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED RECORDED OCTOBER 7, 1958 AS INSTRUMENT NO. 71772, OFFICIAL RECORDS.

EXCEPTING FROM LOTS 1 AND 4 IN BLOCK 66 ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN 100 FEET BELOW THE SURFACE OF SAID LAND, AS RESERVED, WITHOUT ENTRY, IN THE DEED FROM THE CALIFORNIA ARIZONA AND SANTA FE RAILWAY COMPANY, FILED FOR RECORD OCTOBER 1, 1952 AS INSTRUMENT NO. 41966, OFFICIAL RECORDS.

PARCEL 19: (APN: 426-081-002)

LOTS 19 AND 20 IN BLOCK 49 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE WEST HALF OF THE ALLEY, WHICH LIES ADJACENT TO LOT 20 AND THE SOUTH HALF OF THE ALLEY WHICH LIES ADJACENT TO AND NORTH OF THE NORTH LINES OF LOTS 19 AND 20 EXCEPTING THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343, PAGE 99, OFFICIAL RECORDS.

PARCEL 20: (APN: 426-050-009)

LOTS 1, 5 AND 6 IN BLOCK 28 AS SHOWN ON THE AMENDED MAP NO. 1 OF LAKE VIEW ON FILE IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH LOT 1 IN BLOCK 26 AND OLIVE AVENUE AS SHOWN ON SAID MAP WHICH LIE SOUTHEAST OF THE SOUTHEAST LINE OF SIXTH STREET SHOWN ON SAID MAP AND WHICH LIE NORTH OF THE NORTH LINE OF RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED RECORDED MARCH 30, 1970 AS INSTRUMENT NO. 29122, OFFICIAL RECORDS.

EXHIBIT A
(Continued)

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

DIVISION 15:

PARCEL 1: (APN: 426-160-027, 028, 029 and 030)

LOTS 1, 5, 6 AND 7 IN BLOCK 2, AS SHOWN BY MAP NO. 3 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 1, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 426-160-026)

LOT 2 IN BLOCK 2 AS SHOWN BY MAP NO. 3 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 1, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 426-200-028, 029 and 030)

LOTS 10, 11 AND 12 IN BLOCK 91 AS SHOWN BY MAP NO. 5 OF LAKE VIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 2, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DIVISION 16:

PARCEL 1: (APN: 426-200-017, 022 and 035, 426-390-001 and 002 and 426-400-015)

LOTS 3, 4, 5 AND 6 IN BLOCK 2, EXCEPTING THE NORTHERLY 69.11 FEET OF LOTS 3 AND 6; LOTS 1, 2 AND 3 AND THE WESTERLY 160.00 FEET OF LOT 4, IN BLOCK 3; LOTS 1, 2 AND WESTERLY 160.00 FEET OF LOTS 3 AND 4 IN BLOCK 5; LOTS 1 TO 8, INCLUSIVE, IN BLOCK 6 OF LAKEVIEW MAP NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY RECTANGULAR 23.00 FEET OF HANSEN AVENUE AS SHOWN ON SAID MAP, WESTERLY OF AND ADJACENT TO THOSE PORTIONS OF LOTS 3 AND 4 IN BLOCK 2 AND LOTS 1 TO 4, INCLUSIVE, IN BLOCK 6 HEREINABOVE DESCRIBED.

PARCEL 2: (APN: 426-200-018, 023, 024, 031, 032 and 036)

THAT PORTION OF LOT 4 AND ALL OF LOT 5 IN BLOCK 3 AND THAT PORTION OF LOTS 3 AND 4 IN BLOCK 5 AS SHOWN BY MAP NO. 4 OF LAKEVIEW ON FILE IN BOOK 2, PAGE 16 OF MAPS, RIVERSIDE COUNTY RECORDS AND ALL OF LOTS 1, 2, 3 AND 4 IN BLOCK 90 AND ALL OF LOT 1, AND THAT PORTION OF LOTS 2 AND 3 IN BLOCK 91 OF LAKEVIEW MAP NO. 5, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 5 OF SAID MAP NO. 4 OF LAKEVIEW, 160.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT;

THENCE NORTH 00° 12' 00" WEST, 2,350.55 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 4 IN BLOCK 3 OF SAID MAP NO. 4 OF LAKEVIEW.

EXHIBIT A
(Continued)

THENCE SOUTHEASTERLY, ON THE NORTHERLY LINE OF SAID LOT 4 IN BLOCK 3 ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,397.76 FEET THROUGH AN ANGLE OF 26° 49' 00", 654.21 FEET; THE INITIAL RADIAL LINE BEARS NORTH 07° 11' 00" EAST;

THENCE SOUTH 56° 00' 00" EAST, ON THE NORTHEASTERLY LINE OF LOT 5 IN BLOCK 3 OF SAID MAP NO. 4 OF LAKEVIEW, AND THE NORTHEASTERLY LINE OF LOT 1 IN BLOCK 91 OF MAP NO. 5 OF LAKEVIEW, 1,474.96 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1 IN BLOCK 91 OF MAP NO. 5 OF LAKEVIEW.

THENCE SOUTH THROUGH LOTS 2 AND 3 IN BLOCK 91 OF MAP NO. 5 OF LAKEVIEW, 1,297.76 FEET TO A POINT ON THE NORTHERLY LINE OF WOLFSKILL AVENUE;

THENCE WEST, ON THE NORTHERLY LINE OF WOLFSKILL AVENUE, 1,821.43 FEET TO THE POINT OF BEGINNING.

DIVISION 17:

PARCEL 1: (APN: 426-200-052)

THE WESTERLY 1/2 OF LOT 8 IN BLOCK 91, LAKEVIEW MAP NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 18 OF MAPS, RIVERSIDE COUNTY RECORDS, SAID WEST 1/2 AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 8.

PARCEL 2: (APN: 426-200-053)

LOTS 5, 6, 7, BLOCK 91 IN LAKEVIEW MAP NO. 5 AS SHOWN ON FILE IN BOOK 2, PAGE 18 OF MAPS, RIVERSIDE COUNTY RECORDS.

DIVISION 18: (APN: 426-030-007)

THAT PORTION OF LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, KNOWN AS THE DEPOT GROUNDS, LYING SOUTH OF BLOCK 87 AND WEST OF THE WEST LINE OF DAVIS ROAD (FORMERLY SEVENTH STREET).

DIVISION 19:

PARCEL 1: (APN: 426-084-004, 005 and 006)

ALL OF BLOCK 5 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH ALL OF THE ALLEYS VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867, OFFICIAL RECORDS WHICH WOULD PASS WITH A CONVEYANCE OF THE LOTS IN SAID BLOCK BY OPERATION OF LAW.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

PARCEL 2: (APN: 426-085-004, 005 and 006)

ALL OF BLOCK 10 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH ALL OF THE ALLEYS VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867 WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

PARCEL 3: (APN: 426-101-003)

LOTS 15 THROUGH 21, INCLUSIVE, IN BLOCK 47 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE EASTERLY HALF OF THE ALLEY VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867 WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

PARCEL 4: (APN: 426-101-004)

LOTS 1 THROUGH 14, INCLUSIVE, IN BLOCK 47 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1 PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE WESTERLY HALF OF THE ALLEY VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867 WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

PARCEL 5: (APN: 426-102-004)

LOTS 1 THROUGH 13, INCLUSIVE, IN BLOCK 6 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1 PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE WESTERLY HALF OF THE ALLEY VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867 WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

PARCEL 6: (APN: 426-102-006)

LOTS 15 THROUGH 21, INCLUSIVE, IN BLOCK 6 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19, OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH THE EASTERLY HALF OF THE ALLEY VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867, OFFICIAL RECORDS WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

PARCEL 7: (APN: 426-103-003 and 004)

ALL OF BLOCK 9 OF LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 1 PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH ALL OF THE ALLEYS VACATED BY RESOLUTION RECORDED AUGUST 4, 1978 AS INSTRUMENT NO. 163867, OFFICIAL RECORDS WHICH WOULD PASS WITH A CONVEYANCE OF THE LOTS IN SAID BLOCK BY OPERATION OF LAW.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

DIVISION 20: (APN: 425-080-071 and 073)

PARCEL B OF LOT LINE ADJUSTMENT NO. 05424 RECORDED MAY 10, 2012 AS FILE NO. 2012-0216878, OFFICIAL RECORDS, BEING THOSE PORTIONS OF PARCELS 2, 3 AND 4, PORTION OF LOT "B" (BRIDGE STREET, 44.00 FEET IN SOUTHEASTERLY HALF WIDTH), LOTS "E", "P AND "G" (BETTINGER AVENUE, 30.00 FEET IN NORTHEASTERLY HALF WIDTH) AND PORTIONS OF LOTS "H" AND "K" (SIEGERS STREET, 60.00 FEET IN FULL WIDTH) OF PARCEL MAP NO. 15885, AS SHOWN BY MAP ON FILE IN BOOK 99 OF PARCEL MAPS AT PAGES 86 THROUGH 88. INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING PORTION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 5337, RECORDED MAY 7, 2009 AS DOCUMENT NO. 2009-0227528, AND PORTION OF PARCEL 3 OF LOT LINE ADJUSTMENT NO. 5227, RECORDED NOVEMBER 21, 2007 AS DOCUMENT NO. 2007-0706856, BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID BRIDGE STREET WITH THE CENTERLINE OF BETTINGER AVENUE (30.00 FEET IN NORTHEASTERLY HALF WIDTH) OF SAID PARCEL MAP;

THENCE NORTH 55°02'31" EAST ALONG SAID CENTERLINE OF BRIDGE STREET, AND ALONG THE NORTHWESTERLY LINE OF SAID LOT "B", A DISTANCE OF 1611.97 FEET TO A POINT THEREON;

THENCE SOUTH 34°57'19" EAST, A DISTANCE OF 4775.75 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 3 OF LOT LINE ADJUSTMENT NO. 5227;

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL 3 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 10°04'20" EAST, A DISTANCE OF 391.65 FEET;
- 2) SOUTH 42°09'53" WEST, A DISTANCE OF 1099.73 FEET;
- 3) NORTH 89°08'06" WEST, A DISTANCE OF 108.15 FEET;
- 4) NORTH 00°26'05" EAST, A DISTANCE OF 701.40 FEET;
- 5) SOUTH 76°44'36" WEST, A DISTANCE OF 745.76 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 3, SAID POINT BEING ON SAID CENTERLINE OF BETTINGER AVENUE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT "G";

THENCE NORTH 34°57'52" WEST ALONG SAID SOUTHWESTERLY LINE OF PARCEL 3 AND ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL C AND ALONG SAID CENTERLINE, A DISTANCE OF 4465.29 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED AND SHOWN AS PARCEL B ON EXHIBITS "A" AND "B" ATTACHED TO NOTICE OF LOT LINE ADJUSTMENT NO. 05424, RECORDED MAY 10, 2012 AS INSTRUMENT NO. 2012-0216878 OF OFFICIAL RECORDS.

DIVISION 21: - INTENTIONALLY DELETED

DIVISION 22: (APN: 425-140-009 and 011)

BLOCK 12 OF AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF BLOCKS 11, 13 AND OF LOT 1 IN BLOCK 14 AS SHOWN ON SAID MAP LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF VACATED FIRST STREET 50.00 FEET WIDE AS SHOWN BY SAID AMENDED MAP NUMBER 1 OF LAKEVIEW AND THE SOUTHERLY LINE OF THAT PARCEL GRANTED TO THE COUNTY OF RIVERSIDE ON MARCH 30, 1970 AS INSTRUMENT NO. 29122, OFFICIAL RECORDS;

THENCE NORTH 09° 47' 41" WEST ON SAID SOUTHERLY LINE 1,374.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 12' 19" WEST 1,972.10 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID BLOCK 13; SAID POINT BEARS NORTH 70° 19' 00" WEST 196.71 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK 13;

EXHIBIT A
(Continued)

TOGETHER WITH THOSE PORTIONS OF LAKEVIEW AVENUE, SECOND STREET AND THE WESTERLY ONE-HALF OF FIRST STREET, LYING WITHIN THE HEREIN DESCRIBED, AS VACATED BY THE BOARD OF SUPERVISORS BY RESOLUTION RECORDED JULY 11, 1956 IN BOOK 1941, PAGE 44, OFFICIAL RECORDS.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE COUNTY OF RIVERSIDE RECORDED MAY 30, 1970 AS INSTRUMENT NO. 29122, OFFICIAL RECORDS. (RAMONA EXPRESSWAY).

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF LOT 1 OF SAID BLOCK 11, DISTANT 29.60 FEET NORTHWESTERLY, MEASURED ON SAID SOUTHWESTERLY LINE, FROM THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 76° 52' 13" EAST, 629.30 FEET;

THENCE EASTERLY, ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 34° 59' 52", 381.80 FEET;

THENCE SOUTH 68° 07' 50" EAST, 431.40 FEET TO A POINT IN THE CENTER LINE OF FIRST STREET, AS THE SAME IS SHOWN UPON SAID AMENDED MAP NO. 1 OF LAKEVIEW;

THENCE SOUTH 68° 07' 50" EAST, 120.00 FEET;

THENCE EASTERLY, ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 28° 01' 15", 183.40 FEET;

THENCE NORTH 83° 51' 00" EAST, 275.80 FEET;

THENCE EASTERLY, ON A CURVE SOUTHERLY, HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 24° 32' 45", 268.80 FEET;

THENCE SOUTH 71° 36' 15" EAST, 151.10 FEET;

THENCE EASTERLY, ON A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 45° 01' 30", 294.70 FEET;

THENCE NORTH 63° 22' 20" EAST 67.30 FEET TO A POINT IN THE EAST LINE OF LOT 2 OF SAID BLOCK 6, DISTANT 22.70 FEET SOUTHERLY, MEASURED ON SAID EAST LINE FROM THE NORTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 63° 22' 20" EAST, 397.79 FEET;

THENCE NORTHEASTERLY ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 28° 29' 35", 310.82 FEET;

THENCE SOUTH 88° 00' 00" EAST 600.43 FEET TO A POINT IN THE SOUTHEAST LINE OF LOT 4 OF SAID BLOCK 6, DISTANT 328.35 FEET NORTHWESTERLY, MEASURED ON SAID SOUTHEASTERLY LINE, FROM THE NORTHEAST CORNER OF SAID LOT 4;

THENCE NORTHWESTERLY, ON SAID SOUTHEASTERLY LINE, 250.60 FEET;

THENCE NORTH 88° 08' 00" WEST, 493.13 FEET;

EXHIBIT A
(Continued)

THENCE SOUTHWESTERLY, ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 28° 29' 35", 198.92 FEET;

THENCE SOUTH 63° 22' 30" WEST, 465.07 FEET;

THENCE SOUTHWESTERLY, ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 04° 04' 29", 42.67 FEET TO A POINT IN THE EAST LINE OF LOT 2 OF SAID BLOCK 6, DISTANT 271.80 FEET SOUTHERLY, MEASURED ON SAID EAST LINE, FROM THE NORTHEAST CORNER OF SAID LOT 2;

THENCE WESTERLY, ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 40° 57' 01", 428.80 FEET;

THENCE NORTH 71° 36' 15" WEST, 151.10 FEET;

THENCE WESTERLY, ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 24° 32' 45", 171.41 FEET;

THENCE SOUTH 83° 51' 00" WEST, 275.80 FEET;

THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 28° 01' 15", 293.40 FEET;

THENCE NORTH 68° 07' 50" WEST, 27.60 FEET TO A POINT IN THE CENTER LINE OF FIRST STREET, AS THE SAME IS SHOWN ON SAID AMENDED MAP NO. 1 OF LAKEVIEW;

THENCE NORTH 68° 07' 50" WEST, 523.70 FEET;

THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 34° 59' 52", 244.30 FEET;

THENCE SOUTH 76° 52' 13" WEST, 580.40 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 6, OF SAID BLOCK 11, DISTANT 200.60 FEET SOUTHWESTERLY, MEASURED ON SAID SOUTHWESTERLY LINE, FROM THE NORTHWEST CORNER OF SAID LOT 6;

THENCE NORTHWESTERLY, ON SAID SOUTHWESTERLY LINES OF LOTS 6 AND 1 OF SAID BLOCK 11, 230.20 FEET, TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION DESCRIBED BY DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED JANUARY 18, 1972 AS INSTRUMENT NO. 7096, OFFICIAL RECORDS.

DIVISION 23:

PARCEL 1: (APN: 426-030-018)

LOT 1 IN BLOCK 73 OF LAKEVIEW TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF GREVILLA STREET ADJOINING SAID LOT 1, AS ABANDONED BY THE COUNTY OF RIVERSIDE IN A RESOLUTION RECORDED JANUARY 7, 1959, AS INSTRUMENT NO. 1291, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 00074153-992-IE2-JAB

EXHIBIT A
(Continued)

PARCEL 2: (APN: 426-030-002)

LOT 4 IN BLOCK 73 OF LAKEVIEW TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF GREVILLA STREET AND "B" AVENUE ADJOINING SAID LOT 4 AS ABANDONED BY THE COUNTY OF RIVERSIDE IN A RESOLUTION RECORDED JANUARY 7, 1959 AS INSTRUMENT NO. 1291, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

PARCEL 3: (APN: 426-030-003, 005, 006, 009 and 010)

LOTS 2 AND 3 IN BLOCK 70, LOTS 2 AND 3 IN BLOCK 71, LOT 2 IN BLOCK 72, LOTS 1, 2, 3 AND 4 IN BLOCK 74 AND LOTS 1, 2, 3 AND 4 IN BLOCK 75 OF LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF "B" AVENUE, JUNIPER AVENUE, ELM AVENUE AND EUCALYPTUS STREET ADJOINING SAID LOTS AS ABANDONED BY THE COUNTY OF RIVERSIDE IN A RESOLUTION RECORDED JANUARY 7, 1959 AS INSTRUMENT NO. 1291, OFFICIAL RECORDS, THAT WOULD PASS BY OPERATION OF LAW.

DIVISION 24:

PARCEL A: (APN: 426-150-008)

LOTS 2 AND 3 IN BLOCK 30;
LOTS 2 AND 3 IN BLOCK 31;
LOTS 2 AND 3 IN BLOCK 32;
AND ALL OF BLOCKS 43, 44 AND 45, OF LAKEVIEW TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGES 18 AND 19, OF MAPS, RIVERSIDE COUNTY RECORDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ALSO TOGETHER WITH THOSE PORTIONS OF LIME STREET, PALM AVENUE AND FERN AVENUE AS SHOWN ON SAID MAP OF LAKEVIEW TOWNSITE ADJOINING SAID LOTS AND BLOCKS WHICH WOULD PASS BY OPERATION OF LAW.

EXCEPT ANY PORTION OF SAID BLOCKS 32 AND 43 DESCRIBED IN CERTIFICATE OF PARCEL MERGER N. 1764, RECORDED JANUARY 7, 2008 AS INSTRUMENT NO. 2008-0006965, OF OFFICIAL RECORDS.

PARCEL B: (APN: 426-150-015)

THOSE PORTIONS OF LOTS 17, 18 AND 19 OF FIRST ADDITION TO LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 12 OF MAPS AT PAGE 75 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF ORANGE STREET (80.00 FEET IN FULL WIDTH) OF MAP OF LAKE VIEW TOWN SITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS AT PAGES 18 AND 19 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ACCEPTED BY RESOLUTION RECORDED JANUARY 7, 1953 IN BOOK 1429 AT PAGE 529, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO TOGETHER WITH LOT 3 IN BLOCK 32 AND PORTIONS OF LOT 2 IN BLOCK 32, FERN AVENUE (60.00 FEET IN FULL WIDTH, VACATED BY ROAD ABSTRACT NO. 3593) AND LIME STREET (60.00 FEET IN FULL WIDTH, VACATED BY ROAD ABSTRACT NO. 3593) OF SAID MAP OF LAKE VIEW TOWN SITE, BEING A PORTION OF PARCEL MERGER NO. 1763, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006964, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MERGER NO. 1764, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006965, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN

EXHIBIT A
(Continued)

SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RANCHO SAN JACINTO NUEVO, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 17;

THENCE SOUTH $72^{\circ} 47' 25''$ WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE CENTERLINE OF SAID ORANGE STREET;

THENCE NORTH $17^{\circ} 12' 37''$ WEST ALONG SAID CENTERLINE OF ORANGE STREET, A DISTANCE OF 545.03 FEET;

THENCE NORTH $72^{\circ} 46' 00''$ EAST, A DISTANCE OF 160.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3885.00 FEET; THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $02^{\circ} 23' 30''$, AN ARC DISTANCE OF 162.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 186.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH $14^{\circ} 50' 31''$ EAST;

THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $09^{\circ} 44' 04''$, AN ARC DISTANCE OF 31.60 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3,815.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH $05^{\circ} 06' 27''$ EAST;

THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $05^{\circ} 07' 05''$, AN ARC DISTANCE OF 340.79 FEET;

THENCE SOUTH $89^{\circ} 59' 22''$ EAST, A DISTANCE OF 300.45 FEET;

THENCE SOUTH $58^{\circ} 34' 20''$ EAST, A DISTANCE OF 39.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 375.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH $80^{\circ} 09' 18''$ EAST;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $65^{\circ} 59' 56''$, AN ARC DISTANCE OF 431.96 FEET TO A POINT ON THE CENTERLINE OF SAID LIME STREET, THE RADIAL LINE FROM SAID POINT BEARS NORTH $14^{\circ} 09' 22''$ EAST;

THENCE SOUTH $31^{\circ} 25' 17''$ WEST ALONG SAID CENTERLINE, A DISTANCE OF 254.56 FEET TO THE INTERSECTION OF SAID CENTERLINE OF LIME STREET WITH THE CENTERLINE OF SAID FERN AVENUE;

THENCE NORTH $58^{\circ} 34' 54''$ WEST ALONG SAID CENTERLINE, A DISTANCE OF 219.95 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 19;

THENCE SOUTH $31^{\circ} 24' 58''$ WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 220.09 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 19, SAID CORNER BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 576.07 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH $29^{\circ} 51' 41''$ WEST;

THENCE NORTHWESTERLY AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOTS 19, 18 AND 17 AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $47^{\circ} 04' 16''$, AN ARC DISTANCE OF 473.27 FEET;

THENCE SOUTH $72^{\circ} 47' 25''$ WEST ALONG SAID SOUTHERLY LINE OF LOT 17, A DISTANCE OF 209.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
(Continued)

SAID LAND IS FURTHER DESCRIBED AS PARCEL 1 OF LOT LINE ADJUSTMENT NO. 5230, RECORDED FEBRUARY 15, 2008 AS INSTRUMENT NO. 2008-0075521, OF OFFICIAL RECORDS.

PARCEL C: - INTENTIONALLY DELETED

PARCEL D: (APN: 426-150-025)

LOTS 1, 2, 7 AND 8 IN BLOCK 25 OF AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 2, PAGE 24, OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST HALF OF RESERVOIR AVENUE ADJOINING LOTS 1 AND 2 ON THE NORTHEAST AS VACATED BY RESOLUTION RECORDED APRIL 30, 1952 IN BOOK 1364, PAGE 288, OFFICIAL RECORDS PURSUANT TO A CERTIFICATE OF PARCEL MERGER NO. 763 RECORDED MAY 21, 1991 AS INSTRUMENT NO. 169321, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 6 IN BLOCK 25 OF AMENDED MAP NO. 1 OF LAKE VIEW, AS SHOWN BY MAP ON FILE IN BOOK 2 OF MAPS, AT PAGE 24 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID CORNER BEING AN ANGLE POINT ON THE BOUNDARY LINE OF SAID PARCEL MERGER NO. 0763;

THENCE NORTH 72° 17' 28" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 97.86 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 95.08 FEET, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL MERGER NO. 0763;

THENCE SOUTH 31° 24' 54" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 629.87 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL MERGER NO. 0763;

THENCE SOUTH 72° 14' 34" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 97.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL MERGER NO. 0763;

THENCE NORTH 31° 24' 54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL MERGER NO. 0763, A DISTANCE OF 629.95 FEET TO THE POINT OF BEGINNING.

SAID LAND IS FURTHER DESCRIBED AS PARCEL B OF LOT LINE ADJUSTMENT NO. 05510, RECORDED JULY 27, 2015 AS INSTRUMENT NO. 2015-0330275 OF OFFICIAL RECORDS.

PARCEL F: (APN: 426-150-016)

THOSE PORTIONS OF LOTS 17, 18 AND 19 OF FIRST ADDITION TO LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 12 OF MAPS AT PAGE 75 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF ORANGE STREET (80.00 FEET IN FULL WIDTH) OF MAP OF LAKE VIEW TOWN SITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS AT PAGES 18 AND 19 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ACCEPTED BY RESOLUTION RECORDED JANUARY 7, 1953 IN BOOK 1429 AT PAGE 529, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

ALSO TOGETHER WITH A PORTION OF LOT 2 IN BLOCK 32, A PORTION OF RESERVOIR AVENUE (80.00 FEET IN FULL WIDTH, VACATED PER RESOLUTION RECORDED APRIL 30, 1952 IN BOOK 1364 AT PAGE 288, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA) AND LIME STREET (60.00 FEET IN FULL WIDTH, VACATED BY ROAD ABSTRACT NO. 3593) OF SAID MAP OF LAKE VIEW TOWN SITE, BEING A PORTION OF

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EXHIBIT A
(Continued)

PARCEL MERGER NO. 1763, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006964, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MERGER NO. 1764, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006965, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RANCHO SAN JACINTO NUEVO, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 17;

THENCE SOUTH 72° 47' 25" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE CENTERLINE OF SAID ORANGE STREET;

THENCE NORTH 17° 12' 37" WEST ALONG SAID CENTERLINE OF ORANGE STREET, A DISTANCE OF 545.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 72° 46' 00" EAST, A DISTANCE OF 160.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3885.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02° 23' 30", AN ARC DISTANCE OF 162.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 186.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 14° 50' 31" EAST;

THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09° 44' 04", AN ARC DISTANCE OF 31.60 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3815.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 05° 06' 27" EAST;

THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 07' 05", AN ARC DISTANCE OF 340.79 FEET;

THENCE SOUTH 89° 59' 22" EAST, A DISTANCE OF 300.45 FEET;

THENCE SOUTH 58° 34' 20" EAST, A DISTANCE OF 39.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 375.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 80° 09' 18" EAST;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65° 59' 56", AN ARC DISTANCE OF 431.96 FEET TO A POINT ON THE CENTERLINE OF SAID LIME STREET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 14° 09' 22" EAST;

THENCE NORTH 31° 25' 17" EAST ALONG SAID CENTERLINE, A DISTANCE OF 185.72 FEET TO THE INTERSECTION OF SAID CENTERLINE OF LIME STREET WITH THE CENTERLINE OF SAID RESERVOIR AVENUE;

THENCE NORTH 58° 34' 20" WEST ALONG SAID CENTER LINE OF RESERVOIR AVENUE, A DISTANCE OF 469.85 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 648.06 FEET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 57' 54", AN ARC DISTANCE OF 101.40 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY QUIT CLAIM DEED RECORDED AUGUST 28, 1958 IN BOOK 2343 AT PAGE 99 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE RADIAL LINE FROM SAID CURVE HAVING A RADIUS OF 648.06 FEET BEARS SOUTH 22° 27' 46" WEST, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3906.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 01° 03' 37" EAST;

EXHIBIT A
(Continued)

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID PARCEL SO CONVEYED, AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 49' 01", AN ARC DISTANCE OF 396.55 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 22, 1950 IN BOOK 1198 AT PAGE 481 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3960.00 FEET, THE RADIAL LINE FROM SAID CURVE HAVING A RADIUS OF 3906.00 FEET BEARS SOUTH 06° 52' 38" EAST; THE RADIAL LINE FROM SAID CURVE HAVING A RADIUS OF 3960.00 FEET BEARS SOUTH 11° 40' 59" EAST;

THENCE WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 33' 01", AN ARC DISTANCE OF 383 .61 FEET;

THENCE SOUTH 72° 46' 00" WEST, A DISTANCE OF 120.66 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT- OF-WAY LINE OF ORANGE STREET;

THENCE NORTH 17° 12' 37" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE STREET, A DISTANCE OF 45.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND QUITCLAIMED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343, PAGE 99, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 72° 46' 00" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE CENTERLINE OF SAID ORANGE STREET;

THENCE SOUTH 17° 12' 37" EAST ALONG SAID CENTERLINE, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING;

SAID LAND IS FURTHER DESCRIBED AS PARCEL 2 OF LOT LINE ADJUSTMENT NO. 5230 RECORDED FEBRUARY 15, 2008 AS INSTRUMENT NO. 2008-0075521, OF OFFICIAL RECORDS.

PARCEL G: (APN: 426-150-017)

THOSE PORTIONS OF LOTS 1 THROUGH 3 INCLUSIVE IN BLOCK 26, LOTS 3 THROUGH 5 INCLUSIVE IN BLOCK 25, RESERVOIR AVENUE (80.00 FEET IN FULL WIDTH, VACATED PER RESOLUTION RECORDED APRIL 30, 1952 IN BOOK 1364 AT PAGE 288, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA), CANAL RIGHT-OF-WAY (40.00 FEET IN FULL WIDTH, CONVEYED TO NUTRILITE PRODUCTS, INC. BY QUITCLAIM DEED RECORDED OCTOBER 17, 1955 AS INSTRUMENT NO. 66340 IN BOOK 1807 AT PAGE 498, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA), FIFTH STREET (50.00 FEET IN FULL WIDTH), SIXTH STREET (60.00 FEET IN FULL WIDTH) AND LAKEVIEW AVENUE (60.00 FEET IN FULL WIDTH) OF AMENDED MAP NO. 1 OF LAKE VIEW, AS SHOWN BY MAP ON FILE IN BOOK 2 OF MAPS AT PAGE 24 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

TOGETHER WITH A PORTION OF LOT 1 IN BLOCK 43, RESERVOIR AVENUE (80.00 FEET IN FULL WIDTH) AND LIME STREET (60.00 FEET IN HALL WIDTH, VACATED BY ROAD ABSTRACT NO. 3593) OF MAP OF LAKE VIEW TOWN SITE, AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS AT PAGES 18 AND 19 THEREOF, RECORD OF RIVERSIDE COUNTY, CALIFORNIA, ALSO TOGETHER WITH PORTIONS OF LOT 11 AND RESERVOIR AVENUE (80.00 FEET IN FULL WIDTH, VACATED PER RESOLUTION RECORDED APRIL 30, 1952 IN BOOK 1364 AT PAGE 288, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA) OF FIRST ADDITION TO LAKEVIEW TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 12 OF MAPS AT PAGE 75 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION OF PARCEL MERGER NO. 1764, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006965, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MERGER NO. 1765, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006966, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MERGER NO. 1766, RECORDED JANUARY 7, 2008 AS DOCUMENT NO. 2008-006967, OFFICIAL RECORDS OF RIVERSIDE COUNTY,

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CALIFORNIA, LOCATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RANCHO SAN JACINTO NUEVO, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID FIFTH STREET WITH THE CENTERLINE OF SAID LAKEVIEW AVENUE;

THENCE NORTH 31° 25' 11" EAST ALONG THE CENTERLINE OF SAID FIFTH STREET, A DISTANCE OF 1336.43 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF SAID RESERVOIR AVENUE, SAID INTERSECTION BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 840.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 22°54'24" EAST;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF RESERVOIR AVENUE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°21'36", AN ARC DISTANCE OF 63.92 FEET;

THENCE NORTH 62°44'00" WEST ALONG SAID CENTERLINE, A DISTANCE OF 202.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2258.09 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 26°57'22" WEST;
THENCE NORTHWESTERLY ALONG SAID CENTER LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°14'14", AN ARC DISTANCE OF 364.05 FEET;

THENCE NORTH 72° 16'53" WEST ALONG SAID CENTERLINE, A DISTANCE OF 36.20 FEET, TO THE INTERSECTION OF SAID CENTERLINE WITH THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 26;

THENCE NORTH 31°24'54" EAST ALONG SAID SOUTHWESTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 26 AND ALONG THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF LOT 3 IN BLOCK 26, A DISTANCE OF 526.39 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY PROLONGATION WITH THE CENTERLINE OF SAID CANAL RIGHT-OF-WAY;

THENCE NORTH 56°24'27" WEST ALONG SAID CENTERLINE, A DISTANCE OF 292.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°31'00", AN ARC DISTANCE OF 174.77 FEET;

THENCE NORTH 43°53'27" WEST ALONG SAID CENTERLINE, A DISTANCE OF 1170.90 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY QUIT CLAIM DEED RECORDED AUGUST 28, 1958 IN BOOK 2343 AT PAGE 99 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89°59'22" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 834.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH 31°24'36" WEST ALONG SAID NORTHWESTERLY LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 408.54 FEET TO THE INTERSECTION OF SAID CENTERLINE OF RESERVOIR AVENUE WITH SAID SOUTHWESTERLY PROLONGATION OF SAID NORTHWESTERLY LINE OF LOT 11;

THENCE NORTH 58°34'20" WEST ALONG SAID CENTERLINE, A DISTANCE OF 109.78 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF SAID LIME STREET;

EXHIBIT A
(Continued)

THENCE SOUTH 31°25'17" WEST ALONG SAID CENTERLINE OF LIME STREET, A DISTANCE OF 185.72 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 375.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 14°09'22" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°00'42", AN ARC DISTANCE OF 274.97 FEET;

THENCE NORTH 62°08'40" EAST, A DISTANCE OF 105.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°42'18", AN ARC DISTANCE OF 346.49 FEET;
THENCE SOUTH 78°09'02" EAST, A DISTANCE OF 109.78 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 575.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°17'23", AN ARC DISTANCE OF 273.87 FEET;

THENCE SOUTH 50°5'139" EAST, A DISTANCE OF 488.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 450.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°58'45", AN ARC DISTANCE OF 156.92 FEET;

THENCE SOUTH 30°52'54" EAST, A DISTANCE OF 333.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1831.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°53'09", AN ARC DISTANCE OF 923.10 FEET;

THENCE SOUTH 16°06'28" EAST, A DISTANCE OF 234.87 FEET;

THENCE SOUTH 23°21'59" WEST, A DISTANCE OF 916.30 FEET;

THENCE NORTH 66°38'10" WEST, A DISTANCE OF 202.93 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2030.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°36'24", AN ARC DISTANCE OF 198.65 FEET;

THENCE NORTH 72°14'34" WEST, A DISTANCE OF 209.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 5 IN BLOCK 25;

THENCE SOUTH 31°24'54" WEST ALONG THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 5 IN BLOCK 25, A DISTANCE OF 30.87 FEET TO A POINT ON THE CENTERLINE OF SAID LAKEVIEW AVENUE;

THENCE SOUTH 72°14'34" EAST ALONG SAID CENTERLINE, A DISTANCE OF 41.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2262.01 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°49'43", AN ARC DISTANCE OF 624.91 FEET TO THE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 33°35'09" WEST.

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EXHIBIT A
(Continued)

SAID LAND IS FURTHER DESCRIBED AS PARCEL 3 OF LOT LINE ADJUSTMENT NO. 5230 RECORDED FEBRUARY 15, 2008 AS INSTRUMENT NO. 2008-0075521, OF OFFICIAL RECORDS.

PARCEL H: (APN: 426-150-020)

LOT 4 IN BLOCK 26, AND ALL OF BLOCK 27 AS SHOWN ON AMENDED MAP NO. 1 OF LAKE VIEW PER MAP FILED IN BOOK 2, PAGE 24, OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF RESERVOIR AVENUE ABUTTING BLOCK 26 WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE THEREOF AS VACATED BY RESOLUTION RECORDED APRIL 30, 1952 IN BOOK 1364, PAGE 288, OFFICIAL RECORDS.

ALSO TOGETHER WITH THAT PORTION OF THE "RIGHT OF WAY FOR CANAL" AS SHOWN ON THE AMENDED MAP NO. 1 OF LAKE VIEW FILED IN BOOK 2, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS LYING BETWEEN BLOCKS 26 AND 27, AS DESCRIBED IN THE DEED TO NUTRILITE PRODUCTS, INC., A CALIFORNIA CORPORATION, RECORDED OCTOBER 17, 1955 IN BOOK 1807, PAGE 498, OFFICIAL RECORDS, EXCEPT THE SOUTHWESTERLY ONE-HALF OF SAID RIGHT OF WAY LYING WESTERLY OF LOT 4 OF SAID BLOCK 26.

EXCEPTING FROM LOT 1 IN BLOCK 26 AND LOTS 1, 2 AND 3 IN BLOCK 27 THOSE PORTIONS DESCRIBED IN DEEDS TO THE COUNTY OF RIVERSIDE RECORDED DECEMBER 12, 1950 IN BOOK 1227, PAGE 108 AND MARCH 30, 1970 AS INSTRUMENT NO. 29122, BOTH OF OFFICIAL RECORDS.

PARCEL I: (APN: 426-150-019)

ALL OF LOTS 12 AND 13 AS SHOWN ON THE MAP OF THE 1ST ADDITION TO LAKE VIEW TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 75, OF MAPS, RIVERSIDE COUNTY RECORDS, TOGETHER WITH RESERVOIR STREET WHICH WOULD PASS WITH A CONVEYANCE OF THE LOTS IN SAID BLOCK BY OPERATION OF LAW.

EXCEPTING THAT PORTION LYING NORTH OF THE SOUTH LINE OF THE RAMONA EXPRESSWAY AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 6, 1958 IN BOOK 2343, PAGE 99, OF OFFICIAL RECORDS.

EXCEPTING ALL WATER UNDER, UPON AND APPURTENANT TO SAID LAND CONVEYED TO THE NUEVO WATER COMPANY, A CORPORATION, SAVE ONLY THE RIGHT OF THE OWNER TO DEVELOP WATER ON HIS OWN LAND FOR USE THEREON.

DIVISION 25: (APN: 426-150-027)

LOT 6 IN BLOCK 25 OF AMENDED MAP NO. 1 OF LAKEVIEW, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 2, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF CERTIFICATE OF PARCEL MERGER NO. 763 RECORDED MAY 21, 1991 AS INSTRUMENT NO. 169321, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RANCHO SAN JACINTO NUEVO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 6 IN BLOCK 25 OF AMENDED MAP NO. 1 OF LAKE VIEW, AS SHOWN BY MAP ON FILE IN BOOK 2 OF MAPS, AT PAGE 24 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID CORNER BEING AN ANGLE POINT ON THE BOUNDARY LINE OF SAID PARCEL MERGER NO. 0763;

EXHIBIT A
(Continued)

THENCE NORTH 72° 17' 28" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 97.86 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 95.08 FEET, MEASURED AT A RIGHT ANGLE, FROM THE SOUTHEASTERLY LINE OF SAID PARCEL MERGER NO. 0763;

THENCE SOUTH 31° 24' 54" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 629.87 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL MERGER NO. 0763;

THENCE SOUTH 72° 14' 34" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 97.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL MERGER NO. 0763;

THENCE NORTH 31° 24' 54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL MERGER NO. 0763, A DISTANCE OF 629.95 FEET TO THE POINT OF BEGINNING

ALSO TOGETHER WITH THAT PORTION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 05230, RECORDED FEBRUARY 15, 2008 AS DOCUMENT NO. 2008-0075521, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RANCHO SAN JACINTO NUEVO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6, SAID CORNER BEING ON THE BOUNDARY LINE OF SAID PARCEL 4;

THENCE SOUTH 72° 17' 28" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 AND ALONG SAID BOUNDARY LINE OF PARCEL 4, A DISTANCE OF 434.94 FEET TO A POINT;

THENCE NORTH 31° 24' 54" EAST A DISTANCE OF 435.86 FEET;

THENCE SOUTH 59° 43' 48" EAST A DISTANCE OF 709.29 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE SOUTH 23° 21' 59" WEST ALONG SAID SOUTHEASTERLY LINE OF PARCEL 4, A DISTANCE OF 916.30 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE NORTH 66° 38' 10" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 202.93 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2030.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 36' 24", AN ARC DISTANCE OF 198.65 FEET;

THENCE NORTH 72° 14' 34" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 209.36 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 6 IN BLOCK 25;

THENCE NORTH 31° 24' 54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 630.54 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE NORTH 72° 17' 28" WEST ALONG SAID NORTHEASTERLY LINE OF LOT 6, A DISTANCE OF 245.02 FEET TO THE TO THE TRUE POINT OF BEGINNING.

SAID LAND IS FURTHER DESCRIBED AS PARCEL C OF LOT LINE ADJUSTMENT NO. 05510, RECORDED JULY 27, 2015 AS INSTRUMENT NO. 2015-0330275 OF OFFICIAL RECORDS.

Development Agreement No. 73

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION



G:\2012\12-0140\GIS\Proj. Location. DA.mxd; Map created 26 Oct 2017

Sources: Riverside Co. GIS, 2017;
USDA NAIP, 2016.

Project Location
The Villages of Lakeview



Development Agreement No. 73

EXHIBIT "C"

EXISTING DEVELOPMENT APPROVALS

SPECIFIC PLAN NO. 342

ZONING

LAND DIVISIONS

OTHER DEVELOPMENT APPROVALS

The development approvals listed above include the approved maps and all conditions of approval.

COPIES OF THE EXISTING DEVELOPMENT APPROVALS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

Development Agreement No. 73

EXHIBIT "D"

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2017-222
2. Ordinance No. 348 as amended through Ordinance No. 348.4862
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.103
5. Ordinance No. 458 as amended through Ordinance No. 458.15
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.19
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.20
16. Ordinance No. 673 as amended through Ordinance No. 673.3
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.2
25. Ordinance No. 787 as amended through Ordinance No. 787.8
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2

28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.14
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 931 as amended through Ordinance No. 931
37. Resolution No. 2014 -034 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements

COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

Development Agreement No. 73

EXHIBIT "E"

PUBLIC FACILITY CREDITS

[Intentionally Omitted]

Development Agreement No. 73

EXHIBIT "F"

CONDITION AND PARAMETERS FOR FIRE SAFETY CFD AND FACILITIES CFD

1. **Fire Safety CFD.** Prior to the issuance of the first building permit within the Project, Owner agrees to include the Project in a "Fire Safety CFD" according to the terms set forth below. The Fire Safety CFD shall be authorized to levy an annual special tax (the "Fire Safety Special Tax") to fund (i) fire station operation costs at Nuevo Station 3 or, once constructed, the new fire station to be constructed within the Project ("Fire Station Operations Costs") and (ii) the acquisition or reimbursement of the costs of acquisition of the three pieces of fire equipment described in Section 4.2.1(e) of the Agreement ("Equipment Costs").

County agrees to exercise its best efforts to require all new residential development of more than fifty (50) dwelling units and all new non-residential development of more than 25,000 square feet within the additional unincorporated area served by Nuevo Station 3 and to be served by the new fire station to be constructed within the Project (the "Service Area") to annex into the Fire Safety CFD.

For purposes of this Agreement and the Fire Safety CFD, the thresholds and associated amounts of Fire Station Operations Costs shall be as follows:

<u>Threshold</u>	<u>Annual Fire Station Operations Costs¹</u>
First Threshold – earlier of (i) building permit for 2000 th DU within the Project or (ii) annual emergency calls from the Project to Nuevo Station 3 in excess of 1,500	\$1,200,000
Second Threshold – earlier of (i) building permit for 5000 th DU within the Project or (ii) 3,000 annual emergency calls from the Project to Nuevo Station 3	\$1,900,000
Third Threshold – earlier of (i) building permit for 8000 th DU within the Project or (ii) 4,000 annual emergency calls from the Project to Nuevo Station 3	\$3,700,000

2. **Fire Safety Special Tax.** At the time of formation of the Fire Safety CFD, the County and Owner shall determine the expected annual structural fire taxes to be generated by the Project and the Service Area and establish annual Fire Safety Special Taxes in an amount sufficient, at projected buildout of the Project, to generate the difference between the structural fire taxes revenues and the Fire Station Operations Costs. The Fire Safety Special Taxes shall only

¹ These amounts are not cumulative – they are amounts effective upon occurrence of each threshold until the next threshold is reached. Prior to the First Threshold, the annual Fire Station Operations Costs are zero. All amounts shall adjust annually by the same methodology and index set forth in Section 4.2.4 of the Agreement.

be levied on assessor's parcels for which a building permit has been issued ("Developed Property").

3. Levy of Special Taxes. Each fiscal year after formation of the Fire Safety CFD, the County shall levy the Fire Safety Special Tax on all Developed Property within the Fire Safety CFD. All Fire Safety Special Taxes collected each fiscal year shall be deposited in a discrete, interest earning special fund of the County (the "Special Fund"). Within the Special Fund, the County shall establish (i) an Annual Operating Account, (ii) an Operating Reserve Account and (iii) an Equipment Costs Account. The "Operating Reserve Requirement" shall be an amount equal to one year's levy of the Fire Safety Special Tax on all assessor's parcels classified as Developed Property. Prior to the occurrence of the First Threshold, all Fire Safety Special Taxes collected within the Fire Safety CFD each fiscal year shall be deposited in the Operating Reserve Account until the amount on deposit equals the Operating Reserve Requirement, and then deposited in the Equipment Costs Account. Following the occurrence of the First Threshold, all Fire Safety Special Taxes shall be deposited in the Annual Operating Account up to the amount required to fund the annual Fire Station Operations Costs in excess of the amount of structural fire taxes collected within the Project and Service Area, and then shall be deposited in the Operating Reserve Account, as necessary to fund the Operating Reserve Requirement, and then any excess shall be deposited in the Equipment Costs Account. The Fire Safety Special Tax may be levied in perpetuity, provided, however, following the occurrence of the Third Threshold, and the funding of all Equipment Costs in full and reimbursement of advances by the Owner for Equipment Costs, the County shall only levy the Fire Safety Special Taxes as necessary to cover annual Fire Station Operations Costs in excess of structural fire taxes collected within the Project and Service Area and to replenish the Operating Reserve Account to the Operating Reserve Requirement.

4. Method of Apportionment. The total of (i) annual County costs of administering the Fire Safety CFD collection of Fire Safety Special Taxes, (ii) annual Fire Station Operations Costs in excess of structural fire taxes, (iii) the Operating Reserve Requirement and (iv) Equipment Costs shall be referred to as the "Special Tax Requirement." The County shall levy the Fire Safety Special Taxes each year in the maximum authorized amount according to the following method of apportionment:

- (a) First, on all residential Developed Property, as necessary to fund the Special Tax Requirement; and
- (b) Second, if necessary, on all non-residential Developed Property as necessary to fully fund the Special Tax Requirement.

5. Disbursements from Special Fund. Funds may be disbursed from the Accounts of the Special Fund for the purposes described below.

- (a) Annual Operating Account. Funds shall be disbursed to fund Fire Station Operations Costs in excess of the amount of structural fire tax collections from the Project and Service Area.
- (b) Operating Reserve Account. Funds shall be disbursed to the Annual Operating Account to the extent funds on deposit in the Annual Operating Account

are not sufficient to fund Fire Station Operations Costs in excess of the amount of structural fire tax collections from the Project and Service Area.

(c) **Equipment Costs Account.** Funds shall be disbursed from the Equipment Costs Account to fund Equipment Costs at the times required pursuant to Section 4.2.1(e) of the Agreement. If there are not sufficient funds in the Equipment Costs Account at the time such funding is required, Owner shall advance an amount equal to the shortfall (an "Advance") in order to fully fund the Equipment Costs. Each Advance shall be reimbursed to Owner as a first priority for the use of funds deposited subsequently in the Equipment Costs Account. Such reimbursement payments shall be made on the first business day on or following each February 1 and August 1 after each Advance is made.

6. **Formation of Facilities CFD.** Owner's obligation to include the Project in the Fire Safety CFD shall be contingent upon County's establishment, following Owner's written request, of a CFD encompassing the Project to finance public facilities ("Facilities CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") and Board of Supervisors Policy No. B 12 in the form in effect as of the effective date ("Policy B 12") and this Exhibit F. Such Facilities CFD shall consist of multiple improvement areas and shall be subject and conform to the parameters of a "Participant CFD," as set forth in Policy B 12, with the exception that the Project may not also be included in a CTCIP CFD. The costs eligible to be financed through the Facilities CFD shall include, without limitation, County public improvements required to be constructed as conditions of approval of the Project and public improvements of other public agencies serving the Project, including capital improvement and connection fees of such other public agencies with consent of the other public agencies. If Owner has not requested the formation of the Facilities CFD prior to the issuance of a building permit for the first dwelling unit within the Project, Owner's obligation to include the Project within the Fire Safety CFD shall no longer be contingent on the formation of the Facilities CFD.

Development Agreement No. 73

EXHIBIT "G"

ADDITIONAL TRAFFIC FACILITIES FEE SCHEDULE,
DESCRIPTION OF COUNTY TRAFFIC IMPROVEMENTS,
AND MULTI JURISDICTIONAL TRAFFIC IMPROVEMENTS

1. Additional Traffic Facilities Fee Schedule

Land Use	Supplemental Fee/Unit	Multi-Jurisdictional Fee/Unit
Single Family	\$2,000/DU	\$365/DU
Multi Family	\$1,764/DU	\$322/DU
Townhouse/Condominium	\$1,541/DU	\$281/DU
Senior Housing	\$976/DU	\$178/DU
Shopping Center/Retail	\$4.26/SF	\$0.94/SF
General Office	\$4.26/SF	\$0.94/SF
Medical Office	\$4.26/SF	\$0.94/SF
Light Industrial	\$4.26/SF	\$0.94/SF

2. County Traffic Improvements

Roadway	Extents	Percentage of Supplemental Fee
Gilman Springs Road	SR-60 Fwy to Sanderson Avenue (SR-79)	14%
Cajalco Road	Temescal Canyon Road to Harvill Avenue	82%
Van Buren Boulevard	Washington Street to Wood Road	4%

3. Multi-Jurisdictional Traffic Improvements

a. Caltrans		Percentage of Multi-Jurisdictional Fee
Cumulative Roadway Segments		
Roadway	Extents	73.32%
Beaumont Avenue (SR-79)	1 st Street to California Avenue (widening not covered by TUMF)	
Beaumont Avenue (SR-79)	California Avenue to Gilman Springs Road (widening not covered by TUMF)	
Florida Avenue (SR-79/74)	Sanderson Ave to Winchester Rd (TUMF facility without additional right of way availability)	
Mid County Pkwy ²	I-215 to Perris Blvd (widening not covered by TUMF)	
Ramona Blvd (SR-79)	State St to San Jacinto Ave (widening not covered by TUMF)	
San Jacinto Ave (SR-79)	Ramona Blvd to Esplanade Ave (widening not covered by TUMF)	
San Jacinto Ave (SR-79)	Esplanade Ave to Menlo Ave (widening not covered by TUMF)	
Sanderson Ave (SR-79)	Gilman Springs Rd to Ramona Expwy (widening not covered by TUMF)	
SR-74	Perris Blvd to Greenwald Ave (Facility is TUMF funded south of Ethanac. TIA identifies insufficient right of way through downtown Perris. However, there is approximately 4 miles between Perris and Ethanac that is included in this fair share assessment)	
Cumulative Intersections/Interchanges		
Beaumont Ave (SR-79) / 1 st Street		
Beaumont Ave (SR-79) / California Ave		
Sanderson Ave (SR-79) / Ramona Expwy		
State St (SR-79) / Ramona Expwy		
Winchester Rd (SR-79) / State Route 74		

² The County Director of Transportation may, at her/his sole discretion, alternatively allocate these funds to the improvement of the Interchange at Nuevo/I-215 if, prior to the issuance of a building permit for the 1000th residential unit, a construction contract has not been issued for the Mid County Parkway between I-215 and the project.

California Ave / Florida Ave (SR-74/79)	
Warren Rd / Florida Ave (SR-74/79)	
Palomar Rd / Ethanac Rd (SR-74)	
Menifee Rd / Ethanac Rd (SR-74)	
Briggs Rd / Ethanac Rd (SR-74)	

b. City of Menifee	
Cumulative Interchange / Intersection	Percentage of Multi-Jurisdictional Fee
Menifee Rd / McCall Blvd	0.14%

c. City of Moreno Valley		
Cumulative Roadway Segments		Percentage of Multi-Jurisdictional Fee
Roadway	Extents	17.09%
Gilman Springs Road	SR-60 to Alessandro Blvd. (TUMF facility; Four additional lane not covered by TUMF)	
Perris Blvd	Iris Ave to Harley Knox Blvd	
Cumulative Interchange/Intersections		
Gilman Springs Road / Alessandro Blvd. (TUMF facility; Costs are in addition to TUMF improvements due to additional lanes)		
Bridge St / Gilman Springs Rd		

d. City of Perris	
Cumulative Interchange/Intersections	Percentage of Multi-Jurisdictional Fee
Indian St / Harley Knox Blvd	3.17%
Perris Blvd / Ramona Expwy	
Evans Rd / Ramona Expwy	
Perris Blvd / Placentia Ave	
Perris Boulevard/Nuevo Road	

e. City of Riverside		
Cumulative Roadway Segment		Percentage of Multi-Jurisdictional Fee
Roadway	Extents	4.17%
Alessandro Blvd	Trautwein Road to I-215	

f. City of San Jacinto		
Cumulative Roadway Segment		Percentage of Multi-Jurisdictional Fee
Roadway	Extents	1.52%
State Street	South of Ramona Expwy (TUMF Facility; fair-share is for the two lanes beyond what is anticipated by TUMF)	

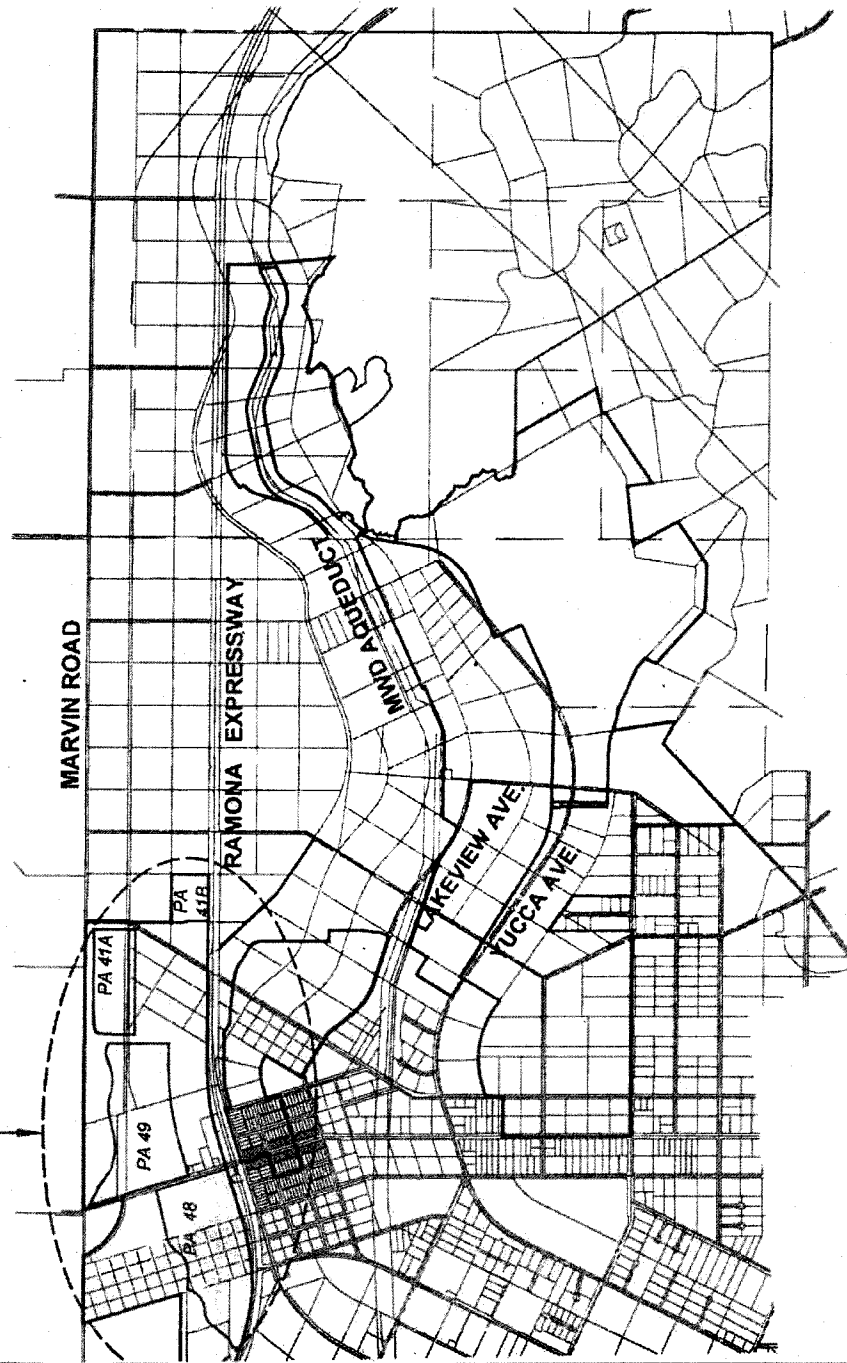
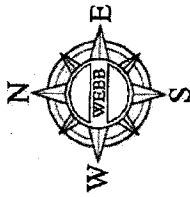
g. City of Hemet		
Cumulative Interchange/Intersection		Percentage of Multi-Jurisdictional Fee
Warren Rd / Esplanade Ave		0.59%

Development Agreement No. 73

EXHIBIT "H"

MAP AGRICULTURAL PLANNING AREAS

EXHIBIT "H"



SEE
SHEET 2

ALBERT A.
WEBB
ASSOCIATES

AGRICULTURE PLANNING AREAS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O.
12-0140

SCALE: NO SCALE

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CHKD BY _____

DATE _____
DATE _____

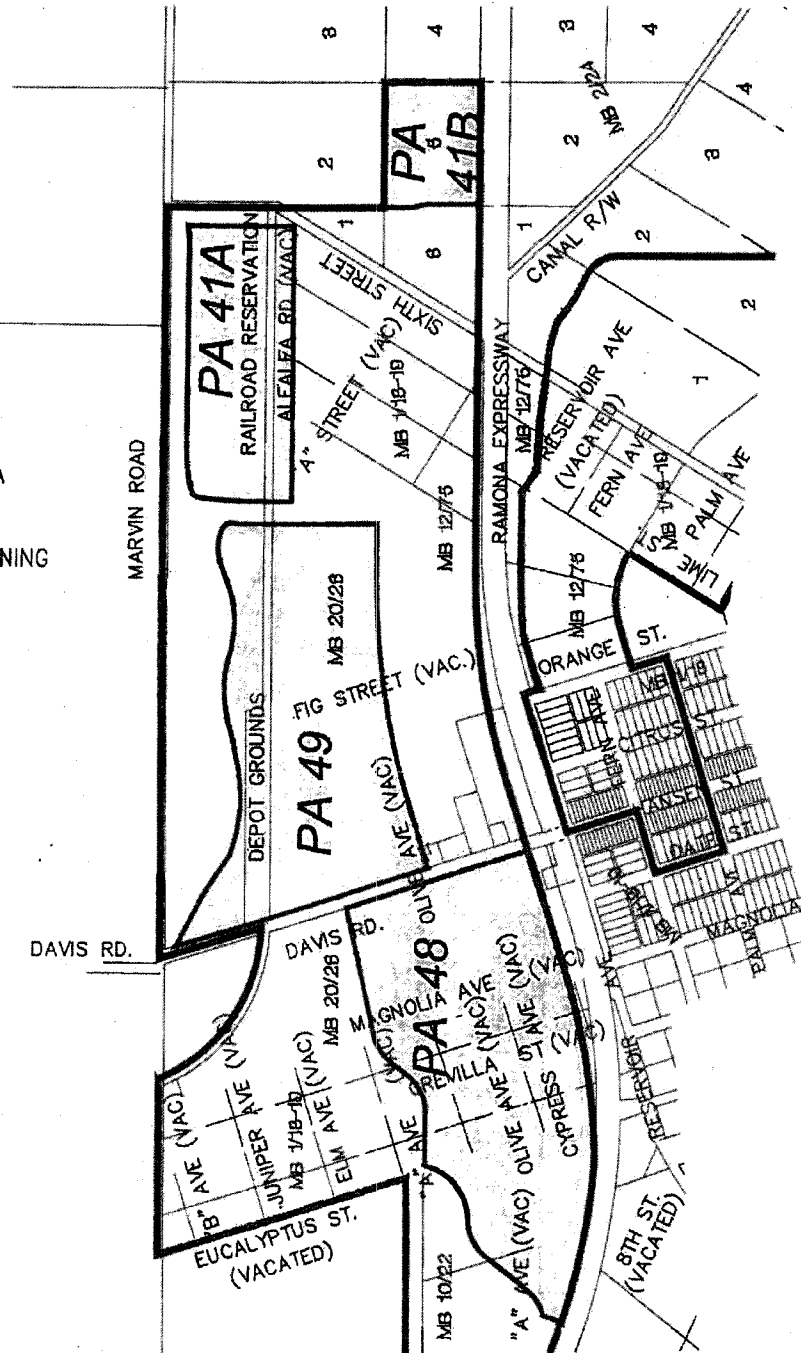
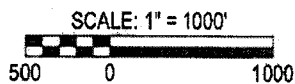
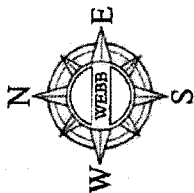
SUBJECT: CONSERVATION EASEMENT

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EXHIBIT "H"

LEGEND

-  DEVELOPMENT AREA BOUNDARY
-  AGRICULTURE PLANNING AREA



ALBERT A.
WEBB
ASSOCIATES

AGRICULTURE PLANNING AREAS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 2 OF 2

W.O.
12-0140

SCALE: 1"=1000'

DRWN BY _____
CHKD BY _____

DATE _____
DATE _____

SUBJECT: CONSERVATION EASEMENT

Last saved by: Linda