Recording Requested by And
When Recorded Return to:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT

(World Logistics Center)

This DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2014, by and between the CITY OF MORENO VALLEY, a California general law municipal corporation ("City"), and HIGHLAND FAIRVIEW OPERATING CO., a _____ general partnership ("HF"). The City and HF hereafter are referred to collectively as the "Parties" and individually as a "Party." HF is hereafter also referred to alternatively as "Owner."

RECITALS

A. The City is authorized to enter into development agreements with persons having legal or equitable interests in real property for the development of such property pursuant to Article 2.5 of Chapter 4 of Division I of Title 7 of the California Government Code commencing with section 65864 (the "Development Agreement Law"), and Article XI, Section 7, of the California Constitution.

B. The City has enacted an ordinance, incorporated into the Moreno Valley Municipal Code as Title 9, Section 9.02.110 (the "Development Agreement Ordinance") that establishes the procedures and requirements for its consideration of such development agreements upon application by, or on behalf of, persons having legal or equitable interests in real property pursuant to the Development Agreement Law.

C. HF represents that it has a legal and equitable interests in approximately _____ acres of real property located at the Rancho Belago area of the City, as described in the legal description set forth in Exhibit "A-1" and as illustrated in the depiction set forth in Exhibit "A-2" (the "Subject Property").

D. HF has proposed the development of approximately forty million square feet of High-Cube Warehouse/Distribution Center Facilities, as defined herein, on the Subject Property. The Development, as hereinafter defined, in the manner proposed required, or will require, a General Plan Amendment, adoption of the World Logistics Center Specific Plan ("WLCSP"), a Zone Change and annexation of an 85-acre parcel along Gilman Springs Road. The Project, as

defined herein, will also include subdivision maps, for financing and development purposes, and other approvals needed to construct the facilities proposed for the Subject Property.

E. Development of the Subject Property will generate certain public benefits to the City, its residents, property owners, taxpayers and surrounding communities. Among other public benefits, the Owner will implement the goals, objectives and policies of the City's General Plan which will provide logistics development, public utility and open space uses for the Subject Property and for the City. The Project will expand the City's property and sales tax base; will generate extensive construction employment and new permanent employment opportunities for Moreno Valley residents; and will reduce the severe jobs and housing imbalance that exists in the City. In exchange for conferring such benefits, Owner will receive the vested right to develop the Subject Property for the Term in accordance with the terms of this Agreement.

F. On _____, 2014, the Planning Commission of the City, at a duly noticed public hearing, recommended, in Resolution _____, that the City Council certify environmental impact report (SCH # 2012021045). The Planning Commission also recommended that the City Council approve General Plan Amendment _____, the WLCSP, and Zone Change No. _____.

G. On _____, 2014, the City Council of the City, at a duly noticed public hearing, adopted Resolution No. _____ certifying the Environmental Impact Report, SCH # 2012021045, (the "EIR") for the Project and the related Mitigation Monitoring and Reporting Program and also (i) adopted Resolution _____ approving General Plan Amendment No. _____, (ii) introduced for first reading Ordinance No. _____ approving the WLCSP, and (iii) introduced for first reading Ordinance No. _____ approving Zone Change No. _____. The WLCSP and Zone Change No. _____ were subsequently adopted on _____, 2014.

H. On _____, 2014, the Planning Commission of the City, at a duly noticed public hearing held pursuant to the Planning and Zoning Law and the City's Municipal Code, adopted Resolution _____ approving Tentative Parcel Map No. 36457

I. The Planning Commission of the City, at a duly noticed public hearing held pursuant to the Development Agreement Law and the Development Agreement Ordinance, recommended that the City Council find and determine, among other things, that this Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the City General Plan, as amended by the Project Approvals; is compatible with the uses authorized in and the land use regulations prescribed by the City in its Zoning Code; and will promote and encourage the development of the Subject Property by providing a greater degree of certainty with respect thereto, while also providing specified public benefits to the City.

J. On _____, 2014, after a duly noticed public hearing held pursuant to the Development Agreement Law and the Development Agreement Ordinance, the City Council of the City approved the introduction of Ordinance No. _____ (the "Enacting Ordinance") that would approve and adopt this Agreement and authorize its execution on behalf of the City. On _____, 2014, the City Council of the City adopted the Enacting Ordinance.

K. The Parties intend that Owner will be permitted to proceed with development of the Subject Property pursuant to this Agreement for the Term.

AGREEMENT

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 City and Owner agree as follows:

ARTICLE 1 DEFINITIONS.

The following terms when used in this Agreement shall, unless defined elsewhere in this Agreement, have the meanings set forth below:

1.1 "Agreement" shall mean this Development Agreement by and between the City and Owner and any subsequent amendments.

1.2 "City" shall mean the City of Moreno Valley, a municipal corporation, organized and existing under the general laws of the State of California.

1.3 "City Council" shall mean the governing body of the City.

1.4 "Development" shall mean the improvement of the Subject Property for the purposes of completing the structures, improvements and facilities composing the Project, including but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Subject Property; the construction of buildings and structures; construction of post-development storm drain related improvements and the installation of landscaping and public facilities and improvements. "Development" also includes the maintenance, repair, reconstruction, modification, or redevelopment of any building, structure, improvement, landscaping, or facility after the construction and completion thereof on the Subject Property.

1.5 "Development Plan" shall mean the plan for Development of the Subject Property pursuant to the Existing Regulations and including the Offsite Improvements.

1.6 "Development Requirement(s)" shall mean any fees or requirement(s) of the City imposed in connection with or pursuant to the Project Approvals such as the construction or improvement of public facilities or the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of the Development.

1.7 "Effective Date shall mean the date that is thirty (30) days after the date the City Council adopts the Enacting Ordinance.

1.8 "Existing Regulations" shall mean the Project Approvals, Development Requirements, and all ordinances, resolutions, codes, rules, regulations and official policies of City, adopted and effective on the date of the adoption of the Enacting Ordinance governing Development and use of the Subject Property, including but not limited to the permitted use of land, the density or intensity of use, the maximum height and size of proposed buildings, the

Development Impact Fees imposed on new commercial and industrial development and the architectural design, improvement and construction standards and specifications applicable to the Development of the Subject Property.

1.9 "High-Cube Warehouse/Distribution Center Facilities" shall mean those facilities described in the Institute of Transportation Engineers' *Trip Generation Manual*, Land use Category 152 (9th ed. 2012).

1.10 "Infrastructure Improvements" shall mean all improvements, other than buildings, on and off the Subject Project, required for the Project, including but not limited to intersection and roadway improvements, sewer lines and storm drains and any other infrastructure improvements contained within Exhibit "B."

1.11 "Judgment(s)" shall mean one or more final or interim judgment(s) of a court of competent jurisdiction affecting the rights of the Parties hereunder.

1.12 "Moreno Valley Municipal Code" shall mean the City's Municipal Code in effect on the date of the adoption of the Enacting Ordinance.

1.13 "Mortgagee" shall mean a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.14 "Owner" shall mean HIGHLAND FAIRVIEW OPERATING CO. and/or its successors or assigns to all or any portion of the Subject Property.

1.15 "Parcel" shall mean any lot created by a recorded subdivision or parcel map.

1.16 "Project" shall mean the Development and operation of the Subject Property as a series of High-Cube Warehouse/Distribution Center Facilities pursuant to and consistent with the Development Plan and the provisions of this Agreement.

1.17 "Project Approvals" shall mean, collectively, General Plan Amendment No. _____, the WLCSP, Zone Change No. _____ and Tentative Parcel Map 36457.

1.18 "Subject Property" shall mean that certain real property consisting of the property more particularly described in Exhibit "A-1" attached hereto and depicted on Exhibit "A-2" attached hereto.

1.19 "Subsequent Development Approvals" shall mean any and all ministerial and/or discretionary permits, licenses, consents, rights and privileges, and other ministerial and/or discretionary actions approved or issued by City in connection with Development of the Subject Property after the date of the adoption of the Enacting Ordinance, including all associated environmental documentation and mitigation measures pursuant to the California Environmental Quality Act.

1.20 "Subsequent Regulations" shall mean any ordinances, resolutions, codes, rules, regulations and official policies of the City adopted and effective after the date of the adoption of the Enacting Ordinance.

1.21 "Term" shall mean the period of time during which this Agreement shall be in effect and bind the Parties, as set forth below in Section 3.4 of this Agreement.

ARTICLE 2 EXHIBITS.

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

Exhibit "A-1"	Legal Description of the Subject Property
Exhibit "A-2"	Depiction of the Subject Property
Exhibit "B"	Infrastructure Improvements

ARTICLE 3 GENERAL PROVISIONS.

3.1 **Binding Effect of Agreement.** From and following the Effective Date of this Agreement and throughout the Term, Development of the Subject Property and the City's actions on applications for Subsequent Development Approvals affecting the Subject Property and the Development of the Subject Property shall be governed by the terms and conditions of this Agreement.

3.2 **Ownership of Subject Property.** HF represents that it is the holder of legal and equitable interests to all of the property described and shown in Exhibits "A-1" and "A-2" and thus is qualified to enter into and to be a party to this Agreement in accordance with Government Code section 65865(b).

3.3 **Addition of Parcels to This Agreement.** The terms of this Agreement shall apply to the 85 acre Parcel described in Recital D upon its annexation into the City.

3.4 **Assignment Rights.** Owner shall have the right to sell, transfer, or assign the Subject Property, in whole or in part (provided that no such parcel transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment (collectively, "Assignment") shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement be made in strict compliance with the following conditions:

(a) No assignment of any right or interest under this Agreement shall be made unless made together with the assignment of all or the concomitant part of the Subject Property.

(b) Prior to any such Assignment, Owner shall provide City with an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee or assignee (collectively, "Assignee") and providing therein that the Assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement with respect to the portion of the Subject Property being transferred.

(c) Any Assignment of this Agreement will require the prior written consent of the City, which will not be unreasonably withheld or delayed. The City's approval will be based upon the City's reasonable determination, in accordance with the standard set forth in Section 3.4.1(d) as to whether or not such Assignee has the requisite ability to complete the portion of the Subject Property being transferred. Within thirty (30) days following receipt by the City of written notice regarding Assignment (such notice must include development experience information regarding the Assignee sufficient to allow the City to make the above determination) the City will notify Owner regarding its approval or disapproval of such Assignment. Failure of the City to respond in writing within thirty (30) days of receipt of the notice of the Assignment shall constitute approval of the assignment.

Any Assignment not made in compliance with the foregoing conditions shall result in Owner continuing to be responsible for all obligations under this Agreement. Notwithstanding the failure of any Assignee to receive City approval and/or execute the Agreement required by subparagraph (c) above, the burdens of this Agreement shall be binding upon such Assignee, but the benefits of this Agreement shall not inure to such Assignee until and unless such Assignment is approved by the City and executed.

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

(a) Owner no longer has a legal or equitable interest in the portion of the Subject Property being transferred other than a lien on the portion of the Subject Property being transferred to secure the payment of the purchase price to the Owner.

(b) Owner is not then in default under this Agreement.

(c) Owner has provided City with the notice and executed agreement and other information required under subparagraphs (b) and (c) of Subsection 3.4 above.

(d) The City has reviewed and approved the Assignee and the Assignment, such approval to include a determination by the City that the Assignee the requisite ability to complete the portion of the Subject Property being transferred.

(e) The Assignee provides City with security equivalent to any security previously provided by Owner to secure performance of its obligations hereunder with respect to the portion of the Subject Property being transferred. The City shall cooperate with Owner to effectuate the substitution of security provided by the Owner to that to be provided by the Assignee with respect to the portion of the Subject Property being transferred.

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

3.4.3. Termination of Agreement With Respect to Individual Parcels upon Sale and Completion of Construction. Notwithstanding any other provisions of this Agreement, this

Agreement shall terminate with respect to any Parcel and such Parcel 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 Parcel has been finally subdivided and 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 Parcel, and the fees set forth under this Agreement have been paid.

3.5 **Term.** Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of (i) the date of completion of the last portion of the Development, or (ii) the date that is fifteen (15) years from and after the Effective Date of this Agreement unless Certificates of Occupancy have been granted by the City for buildings on the Subject Property consistent with the Development Plan for not less than eight million (8,000,000) square feet (gross building area) in which event the Term shall be extended to a date which is twenty-five (25) years from and after the Effective Date of this Agreement, subject to extension pursuant to Section 7.2 below (the "Term").

3.6 **City Cooperation.**

(a) The City shall designate an Ombudsman to provide development services coordination and to assist the Owner with all site, grading, building and occupancy permit applications through all of the City's review and approval processes. All applications shall be submitted to the City through the Ombudsman who shall, within five (5) days after receipt, determine if the application is complete. If not complete, the Ombudsman shall immediately notify Owner of what additional information is required.

(b) Upon receipt of a complete site, grading, building or occupancy permit application, the City shall process, review and approve or disapprove the application within fifteen (15) days for the first submittal and within five (5) days of any subsequent submittals.

(c) The Project shall be eligible for the City's "Time and Materials Fee Program" which is designed to save large scale projects, such as the Project, significant amounts in permitting fees for planning, grading, building and fire prevention.

(d) The City shall cooperate with the Owner in obtaining any permits or approvals needed from any other agency.

3.7 **Time of the Essence.** The Parties expressly acknowledge and agree that time is of the essence in the performance of the provisions of this Agreement.

3.8 **Waiver of Estoppel Defenses by City.** Notwithstanding any legal authorities to the contrary concerning the doctrines of waiver and estoppel as applied to public entities and the actions or inactions of public agencies or public agency officers and officials, the City acknowledges and agrees that Owner and its successors and assigns to all or any interest in the Subject Property are relying upon the contents of this Agreement and the City's execution of this Agreement and the recordation hereof, and that in consideration of such material reliance, the

City shall now and forever be estopped from denying the underlying validity of this Agreement and the City knowingly and expressly waives any such claim or defense.

3.9 **No Obligations to Proceed with Project**. Nothing in this Agreement shall obligate Owner to proceed with any part of or the entirety of the Project. Owner maintains sole and absolute discretion over whether and when to commence and/or complete any portion of the Project or the Project in its entirety and nothing in this Agreement shall be construed to impose upon the Owner an obligation to commence the construction of and/or complete the Project.

ARTICLE 4 DEVELOPMENT OF THE PROPERTY.

4.1 **Vested Right to Develop.** During the Term, Owner or its Assignee, shall have a vested right to develop the Subject Property in accordance with the Existing Regulations subject to the provisions of this Agreement. The City shall prepare two sets of the Existing Regulations, one for the City and one for the Owner, so that, if it becomes necessary in the future to refer to the Existing Regulations, there will be a common set Existing Regulations available to both Parties.

4.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Subject Property, the density and intensity of use of the Subject Property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to Development of the Subject Property, shall be only the Existing Regulations and those contained in the Development Plan.

4.3 **Subsequent Development Approvals**. To the extent applicable, the City shall accept for processing, review and take action upon all properly filed applications for Subsequent Development Approvals. The City further agrees that, unless otherwise requested by Owner, the City shall not amend or rescind any Subsequent Development Approvals after such approvals have been granted by the City. Any Subsequent Development Approval, when granted, shall be deemed to be part of the Existing Regulations from the date of the grant.

4.4 **Timing of Development**. The Parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Subject Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 455, that the failure of the parties therein to provide for the timing of development resulted in a latter adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by expressly acknowledging and providing that Owner shall have the right to develop the Subject Property, or to not develop the Subject Property, in such order and such rate and at such time as Owner deems appropriate within the exercise of its subjective business judgment in its sole and absolute discretion. In addition, to the extent Owner or any Assignee decide to proceed with a phase of the Development of the Subject Property, City shall cooperate with Owner or an Assignee with respect to the phasing of the Development of the Subject Property. If the Owner or an Assignee determine, in their sole and absolute discretion, to develop portions or phases of the Project, the

City shall allow the phasing of public improvements such that the public improvements to be provided would be only those needed to serve the portion or phase being developed.

4.5 **Moratoria.** No moratorium or other limitation, whether relating to the rate, timing or sequencing of the Development or construction of all or part of the Project, whether imposed by ordinance, initiative, resolution, policy or otherwise, and whether enacted by the City Council, any agency of the City, the electorate or otherwise, affecting parcel or subdivision maps, whether tentative, vesting or final, grading or building permits, occupancy certificates or other entitlements to use or service, including, without limitation, water, sewer, electricity and gas, approved, issued or granted with the City or any part there, shall apply to the Project or the Subject Property to the extent that such moratorium or limitation is in conflict with the terms of this Agreement.

4.6 **Terms of Maps and Other Project Approvals**. Pursuant to California Government Code Sections 66452.6(1) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Subject Property and the term of each of the development approvals, including Tentative Parcel Map 36457, and any Subsequent Development Approvals, shall be extended until the expiration or early termination of the Term.

4.7 **Changes and Amendments**. The Parties acknowledge that although Development of the Project may require Subsequent Development Approvals, such Development shall be in compliance with the Development Plan. The above notwithstanding, Owner may determine that changes are appropriate and desirable in the existing Project Approvals or Development Plan. In the event Owner finds that such a change is appropriate or desirable, Owner may apply in writing for an amendment to the existing Project Approvals or the Development Plan to effectuate such change. The City shall review and process any request for an amendment in the same manner that it would review and process a similar request for an amendment from any other owner of commercial or industrial land. Any amendment to the Project Approvals or the Development Plan, when granted, shall be deemed to be part of the Existing Regulations from the date of the grant.

4.8 **Reservation of Authority**.

4.8.1. Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Regulations shall apply to Existing Regulations:

(a) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure subject to subject to the City's obligations under Section 3.6.

(b) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the City as Subsequent Regulations.

(c) Subsequent Regulations, not otherwise permitted under this Section 4.6, that are not in conflict with the Development Plan and do not materially interfere with the scope or timing of the Development.

(d) Subsequent Regulations, not otherwise permitted under this Section 4.6, that are in conflict with the Development Plan provided Owner has given written consent to the application of such regulations to Development of the Subject Property at Owner's sole and absolute discretion.

(e) Judgment(s) and/or federal, state and county laws and regulations which the City is required to enforce as against the Subject Property or the Development of the Subject Property.

(f) Owner shall be entitled to a credit against the Traffic Mitigation Fee for traffic related work Infrastructure Improvements constructed by Owner as required by the Project Approvals.

4.8.2. Further Future Discretion of City. This Agreement shall not prevent the City, in acting on Subsequent Development Approvals, from applying Subsequent Regulations allowed under Section 4.8.1. Further, it is also understood and acknowledged by the Parties that the Project Approvals contemplate that the City may be required, in certain circumstances, to undertake further environmental review of Subsequent Development Approvals. If the circumstances set forth in CEQA Guideline 15162 occur in the context of the City considering Subsequent Development Approvals, or if otherwise required by the EIR, the City shall be authorized to exercise the maximum discretion authorized by law, consistent with the terms of CEQA and this Agreement.

4.8.3. Modification or Suspension by Federal or State, County, or Multi-Jurisdictional Law. In the event that any Judgment(s) or federal, state, county, or multi-jurisdictional 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 Judgment(s) or federal, state, county, or multi-jurisdictional laws or regulations, and 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 provision impractical to enforce.

4.9 **Future Voter Actions**. It is the intent of the Parties that future voter actions which in any way affect the Development of the Project shall not apply to the Project absent the Owner's express, written agreement to be bound by such voter actions.

4.10 **Traffic Development Impact Fee Credits.** The Owner shall be entitled to credits against the City's traffic development impact fees, which shall be those in effect on the date of adoption of the Enacting Ordinance, equal to the actual cost of Infrastructure Improvements constructed by the Owner.

4.11 **Financing District Formation.** Subject to market conditions and Subsequent Regulations allowed by Section 4.8.1, the City and Owner agree to cooperate in the formation of

a financing district in order to finance, at the Owner's sole election, some or all of the Infrastructure Improvements and other improvements required of Owner pursuant to the Project Approvals and this Agreement.

4.12 **City's Provision of Public Infrastructure and Services.** The City shall provide the public infrastructure and services which are not the Owner's responsibility in a timely fashion.

4.13 **Local Hiring Program.** Ownerwill establish a WLC Local Hiring Program to actively encourage the hiring of Moreno Valley residents for job opportunities at the World Logistics Center. Owner will encourage its contractors, suppliers and tenants to be active participants in a Moreno Valley Employment Resource Center ("ERC") job opportunity announcement program. World Logistics Center employers will be encouraged to submit all job announcements to the ERC at least one week prior to providing such announcements to other agencies or to the general public. Potential employers will be urged to provide information regarding job opportunities to the ERC including details regarding job titles, minimum qualifications, application processes, and employer contact information.

4.14 **Fair and Equitable Treatment.** The Owner's obligations, imposed and implemented in connection with the development of the Project, and the benefits, granted and implemented in connection with the development of the project, are meant to be imposed, granted and implemented in a fair and equitable manner. If the City imposes or implements similar but less onerous obligations on the development of other projects within the City, this Agreement shall automatically be amended, without any further action on the part of either the Owner or the City, to incorporate those less onerous obligations and the Owner's obligations will be reduced accordingly. Similarly, if the City grants similar but more generous benefits to other projects in the City, this Agreement shall automatically be amended, without any further action on the part of either Owner or the City, to incorporate those more generous benefits and the benefits granted to the Owner will be increased accordingly.

ARTICLE 5 REVIEW FOR COMPLIANCE.

5.1 **Periodic Review**. The City Council shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. As part of that review, Owner shall submit an annual monitoring review statement describing its actions in compliance with this Agreement, in a form acceptable to the Community Development Director or his/her authorized designee, within thirty (30) days after written notice therefrom requesting such a statement. The statement shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set by resolution of the City Council. No failure on part of the City to conduct or complete the review as provided herein shall have any impact on the validity of this Agreement.

5.2 **Procedure**. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the

basis for such assertion, and to receive from the other Party a justification of its position on such matters.

5.2.1. If on the basis of the Parties' review of any terms of the Agreement, either Party concludes that the other Party has not complied in good faith with the terms of the Agreement, then such Party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance.

5.2.2. The Party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion.

5.2.3. If the Party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice, it shall do so by responding in writing to said Notice within thirty (30) days after receipt of the Notice.

5.2.4. If a Notice of Non-Compliance is contested, the Parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. In the event that a cure or remedy is not timely effected or, if the Notice is contested and the Parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Article 6 of this Agreement.

5.2.5. Neither Party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 11.9 below.

5.3 **Certificate of Agreement Compliance**. If, at the conclusion of an annual review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent Periodic Review and based upon the information known or made known to the City Council that (1) this Agreement remains in effect and that (2) Owner is in compliance. The Certificate, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state that the Certificate expires upon the earlier of (i) one (1) year from the date thereof, or (ii) the date of recordation of a Notice of Termination of Development Agreement. Owner may record the Certificate with the County Recorder. Additionally, Owner may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Subject Property, or any lot or parcel within the Subject Property.

ARTICLE 6 DEFAULT AND REMEDIES.

6.1 **Specific Performance; Waiver of Damages**. The Parties acknowledge and agree that specific performance is the preferred remedy available for the enforcement of this Agreement. Accordingly, both parties hereby waive the right to obtain monetary damages from

the other Party by reason of default of this Agreement. Subject to the procedure set forth in Section 5.2 above, any material default by Owner or the City of the Agreement or any of the conditions of approval of any of the Development Approvals that is not timely cured by Owner or the City shall be deemed a material default by Owner or the City of this Agreement.

6.2 **Termination of the Agreement**.

6.2.1. Termination of Agreement for Default of Owner. The City in its reasonable discretion may terminate this Agreement for any failure of Owner to perform any material duty or obligation of Owner hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.2.

6.2.2. Termination of Agreement for Default of City. Owner in its reasonable discretion may terminate this Agreement for any default by the City; provided, however, Owner may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.2 and thereafter providing written notice by Owner to the City of the default setting forth the nature of the default and the actions, if any, required by the City to cure such default and, where the default can be cured, the failure of the City to cure such default within thirty (30) days after the effective date of such notice or, in the event that such default cannot be cured within such thirty (30) day period, the failure of the City to commence to cure such default within such thirty (30) day period and to diligently proceed to complete such actions and to cure such default.

6.2.3. Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder.

6.3 **Institution of Legal Action**. Subject to notice of default and opportunity to cure under Section 5.2, in addition to any other rights or remedies, any Party to this Agreement may institute an equitable action to cure, correct, or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, or to obtain any other equitable remedies consistent with this Agreement. Any action at law or in equity arising under this Agreement or brought by any 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, or such other appropriate court in said County, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. Service of process on the City shall be made in accordance with California law. Service of process on Owner shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. If an action or proceeding is brought by any Party to this Agreement because of default, or to enforce a provision hereof, the prevailing Party shall be entitled to reimbursement of all costs and expenses, including attorneys fees, incurred in prosecuting such legal action or proceeding. This provision is separate and severable, and shall survive the merger of this Agreement into any judgment on this Agreement.

ARTICLE 7 THIRD PARTY LITIGATION.

7.1 **Notice, Defense and Indemnification of Third Party Litigation.** The City shall promptly notify Owner of any claim, action, or proceeding filed and served against the City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement. Owner agrees to fully defend, indemnify and hold the City harmless for all costs of defense and/or judgment(s) obtained in any such action or proceeding. This indemnification clause shall only apply if Owner approves of the selection of defense counsel for the City, which approval shall not unreasonably be withheld. The City and Owner agree to cooperate in the defense of such action(s).

7.2 **Effect of Third Party Litigation on Term of Agreement.** If any third party litigation referred to in Section 7.1 is filed, the Term of this Agreement shall be extended by the amount of time between the date the litigation was filed and the date of the final judgment if the final judgment allows this Agreement to remain in full force and effect.

7.3 **Effect of Third Party Litigation on Implementation of Agreement.** If any third party litigation referred to in Section 7.1 is filed, the City shall continue to comply with the terms of this Agreement unless prohibited from doing so by court order.

ARTICLE 8 MORTGAGEE PROTECTION.

8.1 The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Subject 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 Subject Property. The City 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. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall reimburse City for all costs incurred by City in connection with compliance with this Section 8.1.

8.2 Any Mortgagee of the Subject 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 Subject 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 Subject Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Owner in the performance of Owner's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, the City shall make a good faith effort to 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 period that is the longer of (i) the remaining cure period allowed such Party under this Agreement, or (ii) thirty (30) days.

(d) Any Mortgagee who comes into possession of the Subject 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 Subject Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Subject Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Plan applicable to the Subject Property or such part thereof so acquired by the Mortgagee.

ARTICLE 9 INSURANCE.

9.1 **Requirements**. Owner, not later than three (3) business days after the Effective Date, shall submit to the City duplicate originals of policies and endorsements, or appropriate certificates of insurance, of public liability insurance and broad form property damage insurance policies in the amount of not less than Two Million Dollars ($2,000,000), combined single limits, for death and injury to any person and property damage, naming the City and its officers, officials, employees, agents, and representatives as additional insureds. In addition, all such insurance:

(a) shall be primary insurance and not contributory with any other insurance the City or its officers, officials, employees, agents, and representatives may have;

(b) shall contain no special limitations on the scope of protection affordable to the City and its officers, officials, employees, agents, and representatives;

(c) shall be "date of occurrence" and not "claims-made" insurance;

(d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(e) shall provide that the policy shall not be canceled by the insurer or Owner unless there is a minimum of thirty (30) days prior written notice to the City;

(f) shall be endorsed to include a waiver of subrogation rights against the City or its officers, officials, employees, agents, and representatives; and

(g) shall not require Owner to meet a deductible of more than One Hundred Thousand Dollars ($100,000) unless approved in writing by the City's Community Development Director in his/her sole and absolute discretion.

9.2 **Workers Compensation Insurance**. Owner shall also furnish or cause to be furnished to the City evidence reasonably satisfactory to Owner that any consultant or contractor with whom Owner has contracted for the performance of any work on or about or with respect to the Subject Property carries worker's compensation insurance as required by the State of California.

ARTICLE 10 INDEMNITY FOR INJURY TO PERSON OR PROPERTY.

Owner agrees to and shall indemnify, defend, and hold harmless the City and the City's officers, officials, members, employees, agents, and representatives, from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys' fees and litigation expenses, including court and expert witness fees (collectively, "Claims"), with respect to any action brought due to the death or personal injury of any person, or physical damage to any person's real or personal property, caused by the construction of improvements by, or construction-related activities of, Owner or Owner's employees, agents, representatives, servants, invitees, consultants, contractors, or subcontractors (collectively, "Owner's Representatives") on the Subject Property, or for any construction defects in any improvements constructed by Owner or Owner's Representatives on the Subject Property or for any other work related to this Agreement; provided, however, that the foregoing indemnification shall not apply to the extent such Claims are proximately caused by the negligence or willful misconduct of the City, or the City's officers, officials, members, employees, agents, or representatives, subject to any immunities which may apply to the City with respect to such Claims. The foregoing indemnification provision shall survive the termination of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS.

11.1 **Recordation of Agreement**. The City Clerk shall recorded this Agreement with the County Recorder by the City Clerk within the period required by Government Code section 65868.5. Any amendments to this Agreement approved by the Parties, and any cancellation hereof, shall be similarly recorded. A failure to record this Agreement in a timely fashion shall not affect its validity in any manner.

11.2 **Entire Agreement**. This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter set forth herein, 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 invalid provision shall be deemed to be severable from the remaining provisions contained within the Agreement. The Parties hereby

state and acknowledge they would have adopted each provision contained within this Agreement notwithstanding the presence of an invalid provision.

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, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of the City 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 **Singular and Plural**. As used herein, the singular of any word includes the plural.

11.7 **Waiver**. Failure of 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.

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

11.9 **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 earthquakes, the 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), economic conditions beyond the Owner's control which make Development uneconomic or infeasible, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the Term shall not be extended under any circumstances for more than five (5) years.

11.10 **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.

11.11 **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.

11.12 **Covenant Not To Sue**. The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding

against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

11.13 **Project as a Private Undertaking**. It is specifically understood and agreed by and between the Parties that the Development of the Subject 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 the City and Owner is that of a government entity regulating the Development of private property, on the one hand, and the holder of legal or equitable title to such property, on the other hand.

11.14 **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 acknowledgment 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.

11.15 **Amendments in Writing/Cooperation**. This Agreement may be amended only by written consent of both Parties specifically approving the amendment and in accordance with the Government Code section 65868. The Parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the Community Development Director in consultation with the City Attorney.

11.16 **Operating Memoranda**. The Parties acknowledge and agree that the provisions of this Agreement require a close degree of cooperation between the City and Owner, and Development of the Subject Property hereunder may demonstrate that refinements or clarifications are appropriate with respect to the details of performance of the City and Owner. If and when, from time to time, during the Term of this Agreement, the City and Owner agree that such refinements or clarifications are necessary or appropriate, they will effectuate such refinements or clarifications through operating memoranda approved by the City and Owner, which, after execution, will be attached to this Agreement as addenda and become a part hereof, and may be further refined or clarified from time to time as necessary with future approval by the City and Owner. No such operating memoranda will constitute an amendment to this Agreement requiring public notice or hearing. The Community Development Director, in consultation with the City Attorney, will be authorized to make the determination whether a requested refinement or clarification may be effectuated pursuant to this Section or whether the request refinement or clarification is of such a character to constitute an amendment hereof. The Community Development Director will be authorized to execute any operating memoranda hereunder on behalf of the City.

11.17 **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party are duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) without representing and warranting whether or not the Agreement is lawful by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

11.18 **Notices**. All notices under this Agreement shall be effective upon personal delivery, via e-mail, via facsimile so long as the sender receives confirmation of successful transmission from the sending machine, or three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective Parties as set forth below or as to such other address as the Parties may from time to time designate in writing:

To City:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attn: City Manager
Telephone: (___) _____
Facsimile: (___) _____
E-mail address: _____

Copies to:
City Attorney
_____
_____, California _____
Telephone: (___) _____
Facsimile: (___) _____
E-mail address: _____

To Owner:
Iddo Benzeevi
President and Chief Executive Officer
Highland Fairview Operating Co.
14225 Corporate Way
Moreno Valley, CA 92553
Telephone: (951) 867-5327
Facsimile: (___) _____
E-mail Address: ibenzeevi@highlandfairview.com

Copy to:
Kenneth B. Bley, Esq.
Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067-3284
Telephone: (310) 284-2231
Facsimile: (310) 284-2100
E-mail address: kbley@coxcastle.com

11.19 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of the City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

11.20 **No Brokers.** The City and Owner represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying Party to pay any commission or finder's fee.

[end – signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

City:

CITY OF MORENO VALLEY

By _____

Mayor, City of Moreno Valley

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

City Attorney

Owner:

HIGHLAND FAIRVIEW OPERATING CO.
a _____ general partnership

By: _____

Name: _____

Its: _____

State of California)
County of _____)

On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____, 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 _____ (Seal)

State of California)
County of _____)

On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____, 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 _____ (Seal)

State of California)
County of _____)

On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____, 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 _____ (Seal)

EXHIBIT A-1

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT A-2

DEPICTION OF THE SUBJECT PROPERTY

[To be attached]

EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

[To be attached]

IN THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 36457

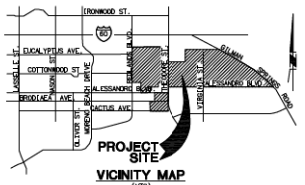
TOTAL ACRES: 1,539.2

PREPARED: OCTOBER 2012
FOR FINANCE PURPOSES

ASSESSOR PARCEL NUMBERS:
422-070-006,010,017,018,019,020,021,022
422-080-001,002,003,004
422-110-001
422-130-001,002,003
478-210-054,055
478-220-001 THRU 007, 010 THRU 013, 015 THRU 028
478-230-001 THRU 007,009,010,011,014,019,020
478-240-005,006,007,008,011,017,018,034 THRU 030
488-350-003 THRU 010,015,019,021,023,025

PARCEL SUMMARY

PARCEL #	GROSS AC.	NET AC.
1	57.3	54.6
2	65.1	65.1
3	65.4	65.4
4	61.7	60.4
5	40.0	37.0
6	52.1	52.1
7	52.1	52.1
8	46.0	44.5
9	40.0	38.2
10	80.0	78.2
11	60.0	60.0
12	40.0	39.1
13	140.1	136.5
14	78.5	77.6
15	43.4	43.4
16	74.3	73.4
17	43.0	43.0
18	85.4	82.9
19	37.5	36.5
20	74.1	72.9
21	25.1	24.9
22	37.0	37.0
23	38.7	38.7
24	33.7	32.7
25	45.2	43.9
26	80.0	77.7
27	63.5	63.5
TOTAL	1539.2	1510.8



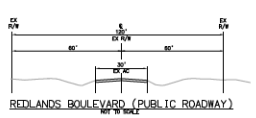
VICINITY MAP
(NTS)

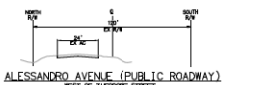
LEGEND

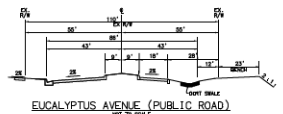
- PARCEL MAP PROJECT BOUNDARY
- PROPOSED LOT LINE
- EXISTING R/W
- EXISTING LOT LINES, R/W LINES TO BE ELIMINATED/VACATED
- EXISTING CENTERLINES
- EXISTING EASEMENTS
- EXISTING EASEMENTS
- SECTION LINES
- 6 PROPOSED PARCEL NUMBER
- 3 EXISTING LOT NUMBER
- 152 EXISTING BLOCK NUMBER

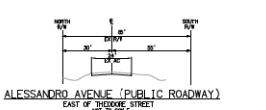
DATA TABLE

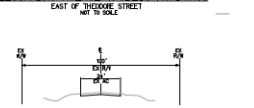
NO.	BEARING/DELTA	RADIUS	LENGTH
1	N89°33'12"W	—	45.00
2	N44°46'39"W	—	53.26
3	N90°00'00"W	—	150.00
4	03°04'18"	512.00'	27.44
5	N86°55'41"W	—	66.32
6	03°04'18"	488.00'	26.16
7	09°38'58"	2056.00'	345.85
8	20°20'08"	83.00'	29.46
9	17°51'36"	107.00'	33.35
10	01°46'08"	1932.00'	59.63
11	17°41'59"	107.00'	33.04
12	19°35'14"	83.00'	28.37
13	02°52'30"	1842.00'	95.01
14	N45°24'30"W	—	53.86
15	N89°33'30"W	—	70.00
16	N00°26'13"E	—	660.47
17	N00°26'40"E	—	659.99
18	N00°26'44"E	—	660.08
19	N00°27'08"E	—	659.96
20	N89°33'34"W	—	660.18
21	N00°27'36"E	—	660.01
22	N89°33'12"W	—	660.18
23	N00°27'31"E	—	659.96
24	N89°33'34"W	—	330.87
25	N89°38'56"W	—	99.74
26	N89°33'39"W	—	660.21
27	N00°26'40"E	—	719.41
28	N89°33'48"W	—	660.23
29	N00°27'31"E	—	398.54
30	N00°27'31"E	—	659.98

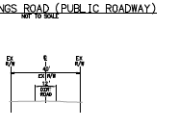












EASEMENT NOTES:

13. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED IN BOOK 11, PAGE 10 OF MAPS FOR PIPELINES, DITCHES, FLUMES, AND RIGHTS AND INCIDENTAL PURPOSES.

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

14. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED RIVER VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AND RECORDED IN BOOK 11, PAGE 10 OF MAPS IN FAVOR OF THE PUBLIC OVER THE PORTION OF SAID LAND INCLUDED WITHIN ALL STREETS, AVENUES AND BOULEVARDS AND INCIDENTAL PURPOSES.

15. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED JULY 15, 1891 IN BOOK 178, PAGE 281 OF DEEDS IN FAVOR OF STATE OF CALIFORNIA

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

16. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES OVER A PORTION OF SAID LAND INCLUDED IN A STRIP OF LAND 50.00 FEET IN WIDTH, AS GRANTED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 03, 1988 IN BOOK 35, PAGE 27 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, EXCEPT THE PORTION THEREOF AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS RECORDED FEBRUARY 10, 1923 IN BOOK 7, PAGE 128 OF SUPERVISOR'S MINUTES. ALSO, ANY EASEMENT WHICH THE COUNTY OF RIVERSIDE MAY HAVE FOR ROAD PURPOSES OVER A PORTION OF SAID LAND AS DISCLOSED BY ORDER OF THE BOARD OF SUPERVISORS ON APRIL 08, 1895, IN BOOK 1, PAGE 89 OF SUPERVISOR'S MINUTES.

17. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED DECEMBER 13, 1915 IN BOOK 432 OF DEEDS, PAGE 354 IN FAVOR OF COUNTY OF RIVERSIDE

18. THE CONDITION THAT THE FOLLOWING PORTIONS OF SAID LAND MAY BE USED BY THE PUBLIC FOR ROAD, AS SET FORTH IN DEEDS FROM SOUTHERN PACIFIC LAND COMPANY, RECORDED AUGUST 15, 1933 IN BOOK 567, PAGE 270 OF DEEDS, AS TO THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 7, RECORDED AUGUST 09, 1939 IN BOOK 775, PAGE 160 OF DEEDS, AS TO THE SOUTH 30.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, RECORDED JUNE 11, 1929 IN BOOK 313, PAGE 398 OF DEEDS, AS TO THE NORTH 30.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, RECORDED FEBRUARY 04, 1933 IN BOOK 503, PAGE 446 OF DEEDS, AS TO THE NORTH 30.00 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, RECORDED.

19. AN EASEMENT FOR EITHER OR BOTH PIPE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 30, 1928 IN BOOK 520 OF DEEDS, PAGE 401, IN FAVOR OF MARY H. TRAUTNER.

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

20. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED OCTOBER 23, 1934 IN BOOK 199, PAGE 97 OF OFFICIAL RECORDS IN FAVOR OF COUNTY OF RIVERSIDE

21. AN EASEMENT FOR PUBLIC HIGHWAY, UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 27, 1934 IN BOOK 203, PAGE 108 OF OFFICIAL RECORDS IN FAVOR OF COUNTY OF RIVERSIDE

22. AN EASEMENT FOR PUBLIC HIGHWAYS, UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 27, 1934 IN BOOK 203, PAGE 29 OF OFFICIAL RECORDS IN FAVOR OF COUNTY OF RIVERSIDE

23. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MARCH 04, 1947 IN BOOK 823, PAGE 118 OF OFFICIAL RECORDS IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

24. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED JUNE 05, 1948 IN BOOK 911, PAGE 345 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA

25. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 23, 1950 IN BOOK 1174, PAGE 328 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA.

26. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED JUNE 12, 1950 IN BOOK 1180, PAGE 285 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA

DOCUMENT(S) DESCRIBING MODIFICATIONS THEREOF RECORDED DECEMBER 05, 1988 AS INSTRUMENT NO. 305361 OF OFFICIAL RECORDS.

27. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 23, 1954 IN BOOK 1631, PAGE 384; BOOK 1631, PAGE 386; BOOK 1632, PAGE 15 AND RECORDED SEPTEMBER 14, 1954 IN BOOK 1635, PAGE 16 ALL OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT. (BLANKET EASEMENT)

28. AN EASEMENT FOR CONDUITS AND INCIDENTAL PURPOSES, RECORDED MARCH 09, 1964 IN BOOK 1702, PAGE 558 OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT AND AS SET OUT IN MEMO OF AGREEMENT AND SUPPLEMENTAL AGREEMENT RECORDED MARCH 04, 1965 IN BOOK 1755, PAGES 467 AND 502 AND BY DEED RECORDED NOVEMBER 12, 1969 AS INSTRUMENT NO. 119832, BOTH OF OFFICIAL RECORDS. (BLANKET EASEMENT)

THE EFFECT OF A DOCUMENT ENTITLED "QUITCLAIM DEED", RECORDED JULY 26, 2010 AS INSTRUMENT NO. 2010-0347528 OF OFFICIAL RECORDS.

THE EFFECT OF A DOCUMENT ENTITLED "QUITCLAIM DEED", RECORDED JULY 02, 2010 AS INSTRUMENT NO. 2010-0310599 OF OFFICIAL RECORDS.

THE EFFECT OF A DOCUMENT ENTITLED "QUITCLAIM DEED", RECORDED JULY 26, 2010 AS INSTRUMENT NO. 2010-0347530 OF OFFICIAL RECORDS.

THE EFFECT OF A DOCUMENT ENTITLED "QUITCLAIM DEED", RECORDED AUGUST 19, 2010 AS INSTRUMENT NO. 2010-0381531 OF OFFICIAL RECORDS.

29. AN EASEMENT FOR PIPE LINES DITCHES, FLUMES AND INCIDENTAL PURPOSES, RECORDED MARCH 04, 1965 IN BOOK 1755, PAGE 505 OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT. (BLANKET EASEMENT)

30. AN EASEMENT FOR PIPE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED JUNE 28, 1965 IN BOOK 1788, PAGE 199 OF OFFICIAL RECORDS IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY.

31. AN OFFER OF DEDICATION FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 24, 1957 AS INSTRUMENT NO. 85869 OF OFFICIAL RECORDS IN FAVOR OF FOUR CORNERS PIPE LINE COMPANY

EASEMENT NOTES:

32. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 10, 1958 IN BOOK 2205, PAGE 147 OF OFFICIAL RECORDS IN FAVOR OF FOUR CORNERS PIPE LINE COMPANY.

33. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 25, 1958 IN BOOK 2228, PAGE 147 OF OFFICIAL RECORDS IN FAVOR OF FOUR CORNERS PIPE LINE COMPANY.

34. AN EASEMENT FOR PIPELINE, SERVICE VALVE AND INCIDENTAL PURPOSES, RECORDED JUNE 17, 1958 IN BOOK 2287, PAGE 533 OF OFFICIAL RECORDS IN FAVOR OF JOHN B. ERNAURD AND ELEANOR I. ERNAURDE

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

35. AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, ALTERATION, REPLACEMENT, REMOVAL OF ELECTRIC LINES, TELEPHONE LINES, INCLUDING SUCH ADDITIONAL CONDUITS AS SAID GRANTEE MAY IN FUTURE REQUIRE, CONSISTING OF ONE LINE OF SUPPORTING POLES OR STRUCTURES, WITH CROSSARMS, INSULATORS, CONDUCTORS, WIRES, CABLES, GUYS, ANCHORS, ATTACHMENTS, FIXTURES, APPURTENANCES ALONG THE TRANSMISSION, DISTRIBUTION OF ELECTRICITY FOR ANY, ALL PURPOSES AND INCIDENTAL PURPOSES, RECORDED MAY 04, 1982 AS INSTRUMENT NO. 113039 IN BOOK 3240, PAGE 440 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY

36. AN OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED MAY 04, 1982 AS INSTRUMENT NO. 49814 OF OFFICIAL RECORDS TO KORR STABLES

63. AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED JULY 11, 1962 AS INSTRUMENT NO. 84860 OF OFFICIAL RECORDS IN FAVOR OF JOHN B. ERNAURD AND ELEANOR I. ERNAURDE

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

72. AN EASEMENT FOR HARDSCAPE, SURFACE, POLES, LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 13, 1998 AS INSTRUMENT NO. 415832 OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

73. AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MARCH 10, 1970 AS INSTRUMENT NO. 23171 OF OFFICIAL RECORDS IN FAVOR OF STATE OF CALIFORNIA

74. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 10, 1970 AS INSTRUMENT NO. 23188 OF OFFICIAL RECORDS IN FAVOR OF STATE OF CALIFORNIA

77. AN EASEMENT FOR ELECTRICAL SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JUNE 15, 1971 AS INSTRUMENT NO. 63632 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY.

78. THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT TO PRESERVE A PUBLIC EASEMENT ON THE NORTHERLY 10 FEET AND THE SOUTHERLY 10 FEET OF BAY AVENUE AS THE SAME WAS VACATED BY RCE RESOLUTION ADOPTED NOV. 10, 1974 AS INSTRUMENT NO. 4002 OF OFFICIAL RECORDS.

79. AN EASEMENT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 10, 1984 AS INSTRUMENT NO. 208635 OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.

80. AN EASEMENT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 15, 1985 AS INSTRUMENT NO. 59025 OF OFFICIAL RECORDS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.

81. AN OFFER OF DEDICATION FOR A PERPETUAL EASEMENT AND RIGHT OF WAY, SUBJECT TO THE COMPLETION OF IMPROVEMENTS, FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 28, 2005 AS INSTRUMENT NO. 2005-0606382 OF OFFICIAL RECORDS TO THE CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION.

82. AN OFFER OF DEDICATION FOR A PERPETUAL EASEMENT AND RIGHT OF WAY, SUBJECT TO THE COMPLETION OF IMPROVEMENTS, FOR PUBLIC HIGHWAY PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE FACILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 28, 2005 AS INSTRUMENT NO. 2005-0606383 OF OFFICIAL RECORDS TO THE CITY OF MORENO VALLEY.

83. AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES AS MORE FULLY SET FORTH AND DESCRIBED IN THE DOCUMENT, AND INCIDENTAL PURPOSES, RECORDED MARCH 29, 2010 AS DOCUMENT NO. 2010-0136030 OF OFFICIAL RECORDS IN FAVOR OF HF LOGISTICS-SKX 11, LLC. (CANNOT BE LOCATED FROM RECORD)

84. AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES AS MORE FULLY SET FORTH AND DESCRIBED IN THE DOCUMENT, AND INCIDENTAL PURPOSES, RECORDED MARCH 29, 2010 AS DOCUMENT NO. 2010-0136031 OF OFFICIAL RECORDS IN FAVOR OF HF LOGISTICS-SKX 11, LLC. (CANNOT BE LOCATED FROM RECORD)

85. AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES AS MORE FULLY SET FORTH AND DESCRIBED IN THE DOCUMENT, AND INCIDENTAL PURPOSES, RECORDED MARCH 29, 2010 AS DOCUMENT NO. 2010-0136032 OF OFFICIAL RECORDS IN FAVOR OF HF LOGISTICS-SKX 11, LLC. (CANNOT BE LOCATED FROM RECORD)

86. AN EASEMENT FOR ROADWAY SLOPE, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED AUGUST 19, 2010 AS INSTRUMENT NO. 2010-0365378 OF OFFICIAL RECORDS IN FAVOR OF CITY OF MORENO VALLEY.

87. AN EASEMENT FOR RIGHT OF WAY FOR MUNICIPAL UTILITY PURPOSES, INCLUDING INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING MUNICIPAL SERVICE FACILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 04, 2010 AS INSTRUMENT NO. 2010-0531103 OF OFFICIAL RECORDS IN FAVOR OF CITY OF MORENO VALLEY.

88. AN EASEMENT FOR HISTORICAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR MUNICIPAL UTILITY PURPOSES, INCLUDING INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING MUNICIPAL SERVICE FACILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 04, 2010 AS INSTRUMENT NO. 2010-0531104 OF OFFICIAL RECORDS IN FAVOR OF CITY OF MORENO VALLEY.

89. AN OFFER OF DEDICATION FOR DRAINAGE EASEMENT AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 10, 2010 AS INSTRUMENT NO. 2010-0540539 OF OFFICIAL RECORDS TO CITY OF MORENO VALLEY.

LEGAL DESCRIPTION

ALL OF BLOCKS 55, 56, 57, 81, 82, 83, 84, 85, 86, 87, 88, 109, 111, 112 AND 136 AS SHOWN BY MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA. ALSO LOTS 1, 8 AND PORTIONS OF LOTS 2, 5, 6 AND 7 OF BLOCK 58, ALSO LOTS 1 THROUGH 7 OF BLOCK 59, ALSO LOTS 1 THROUGH 4 AND LOTS 7 AND 8 OF BLOCK 80, ALSO LOTS 3 AND 4 OF BLOCK 110, ALSO LOTS 1 THROUGH 3 AND LOTS 6 THROUGH 8 OF BLOCK 113, ALL AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY.

TOGETHER WITH LOTS 1 THROUGH 4 OF BLOCK 1 AND LOTS 1 THROUGH 4 OF BLOCK 2 AS SHOWN BY MAP OF MORENO AS PER MAP RECORDED IN BOOK 11, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH PORTIONS OF SECTION 7 AND FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

GENERAL NOTES:

1. THE BASIS OF THIS MAP IS A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER ORDER NO. NCS-522970, DATED FEBRUARY 10, 2012 (INCLUDES THIS AND OTHER PROPERTIES). NO RESPONSIBILITY AS TO THE ACCURACY OF SAID REPORT IS ASSUMED BY THIS MAP.
2. GEOGRAPHICAL FEATURES ITEMS FROM SCHEDULE B OF SAID REPORT (SUCH AS EASEMENTS) ARE SHOWN ON THIS MAP AND ARE NUMERICALLY KEYED TO THE REPORT BY THE SYMBOL "□".
3. EXISTING GENERAL PLAN DESIGNATION: R2, R5, R10, C, BP, MU, P
4. EXISTING ZONING: MORENO HIGHLANDS SP 218
5. EXISTING LAND USE: VACANT
6. EXISTING SURROUNDING LAND USE:
   SOUTH - VACANT LAND - OPEN SPACE
   EAST - VACANT LAND - OPEN SPACE
   NORTH - INDUSTRIAL DEVELOPMENT/VACANT LAND
   WEST - SINGLE FAMILY RESIDENTIAL/VACANT LAND
7. TOTAL NUMBER OF LOTS: 26 NUMBERED LOTS
8. TOTAL ACREAGE: 1,539.2 AC.
9. PROJECT DENSITY: VARIES
10. THOMAS BROS. MAPS: 2006 RIVERSIDE COUNTY, PG 718 E-J,J-6 & 719 A-D,J-6.
11. UTILITY PURVEYORS:
    SEWER: EMWD
    WATER: EMWD
    TRASH: WASTE MANAGEMENT OF THE INLAND EMPIRE
    GAS: SOUTHERN CALIFORNIA GAS CO.
    ELECTRIC: CITY OF MORENO VALLEY
    TELEPHONE: VERIZON
    CABLE CO.: ADELPHIA CABLE
    STORM DRAIN: R.C.F.C.D. AND CITY OF MORENO VALLEY
12. SCHOOL DISTRICTS: WEST OF VIRGINIA STREET – MORENO VALLEY UNIFIED SCHOOL DISTRICT; EAST OF VIRGINIA STREET – SAN JACINTO UNIFIED SCHOOL DISTRICT
13. LIQUEFACTION POTENTIAL IS LOW TO MODERATE.
14. APPLICANT REQUESTS THE RIGHT TO FILE MULTIPLE MAPS UNDER SECTION 66456-1 OF THE SUBDIVISION MAP ACT.
15. AVERAGE RESIDENTIAL LOT SIZE: N/A
16. THE PORTION OF THIS PROPERTY LYING NORTH OF ALESSANDRO BOULEVARD AND WEST OF THEODORE STREET IS WITHIN FEMA FLOOD ZONE "X"(SHADED), 06065C0770G 8/28/2008. THE REMAINDER OF THE PROPERTY IS WITHIN FEMA FLOOD ZONE "X"(UNSHADED) 06065C0770G 8/28/2008 AND 06065C0790G 8/28/2008, FLOOD ZONE "X"(SHADED) IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD". FLOOD ZONE "X"(UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
17. THE FOLLOWING STREETS SHOWN ON MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY WITHIN THE BOUNDARY OF THIS MAP WILL BE VACATED ON THE PARCEL MAP: EUCALYPTUS AVENUE WITHIN REDLANDS BOULEVARD AND THEODORE STREET, DRACAEA AVENUE (EXCEPT AS SHOWN), COTTONWOOD AVENUE, BAY STREET, BROADACRE AVENUE, CACTUS AVENUE, SINCLAIR STREET, VIRGINIA STREET AND ULYSSES STREET.
18. THIS MAP IS FOR FINANCING PURPOSES ONLY AND DOES NOT ENTITLE THE DEVELOPER TO DEVELOPMENT RIGHTS.

STATEMENT OF OWNERSHIP

HIGHLAND FAIRVIEW PROPERTIES, ET. AL., DOES HEREBY STATE AND DEPOSE THAT WE ARE THE OWNERS OF THE PROPERTY COMPRISING THIS TENTATIVE PARCEL MAP AND THAT WE HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

DATED THIS ___ DAY OF _____, 2012

OWNERS:

HIGHLAND FAIRVIEW PROPERTIES, LLC
HIGHLAND FAIRVIEW PROPERTIES
H-F PHASE II PROPERTIES
GB PROPERTIES
PASADENA PROPERTY PARTNERS
SUNNYMEAD PROPERTIES
EASTGATE PROPERTY PARTNERS
HL PROPERTY PARTNERS
HIGHLAND FAIRVIEW PARTNERS VII
WESTCOAST PROPERTY PARTNERS
HF EDUCATIONAL PARTNERS
LEE TRUST
COLVILLE PROPERTIES
13541 THEODORE LLC
14225 CORPORATE WAY
MORENO VALLEY, CA 92553
(951) 320-5015

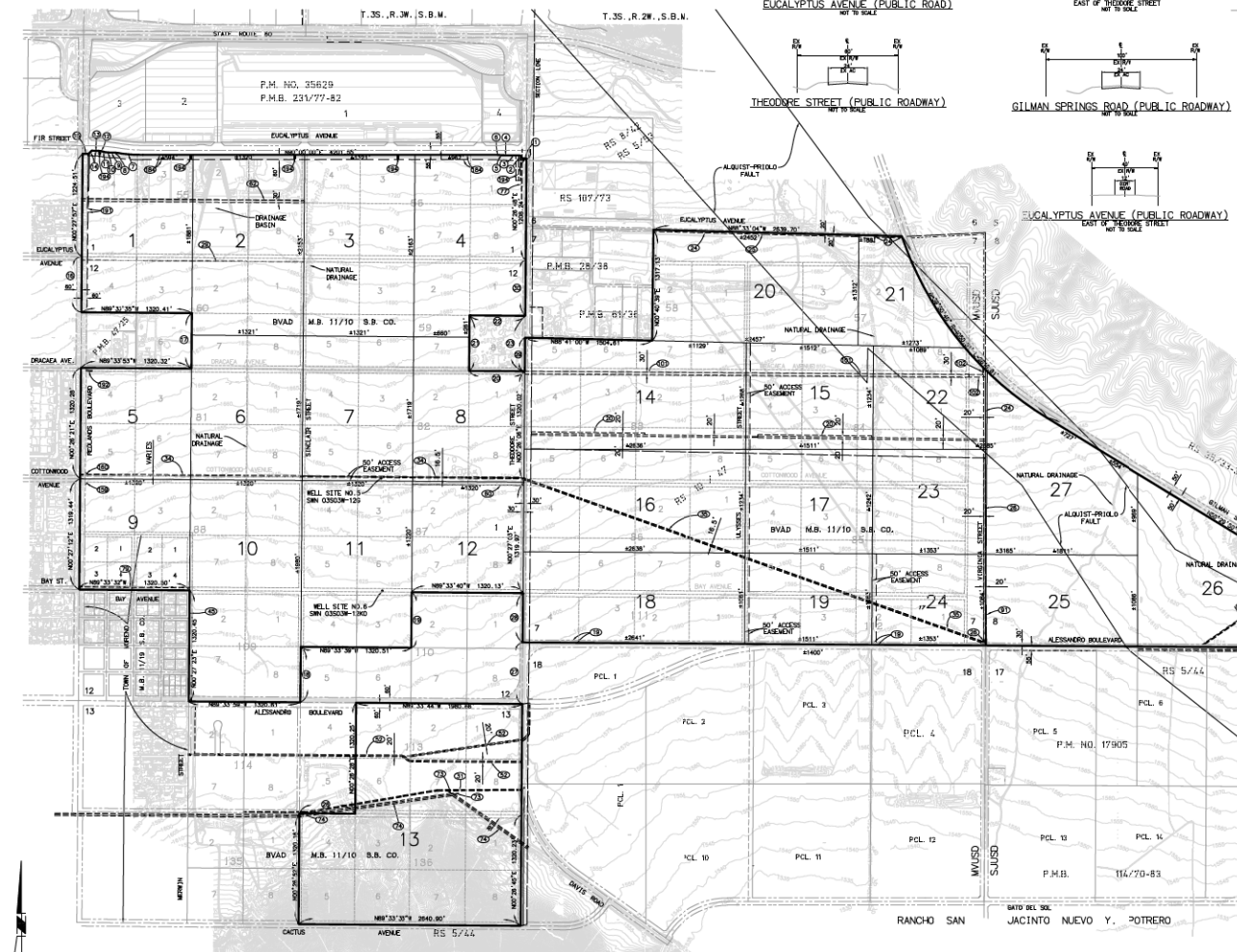
ENGINEER

RBF CONSULTING
14725 ALTON PKWY.
IRVINE, CA 92618-2027
(949) 472-3505

DEVELOPER

HIGHLAND FAIRVIEW
14225 CORPORATE WAY
MORENO VALLEY, CA 92553
(951) 320-5015

OCTOBER 2012



SCALE: 1"=500'

DATE	REVISIONS	APP'D	DATE

JOB NO.: 130263
SCALE: 1"=500'
DATE: OCTOBER 2012
DESIGNED BY:

RBF CONSULTING
A Company
14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

WORLD LOGISTICS CENTER
TENTATIVE PARCEL MAP NO. 36457
FOR FINANCE PURPOSES
CITY OF MORENO VALLEY

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