

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 7/16/16
 Departmental Concurrence

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

350
(1880)



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 August 11, 2016

SUBJECT: Approval of the Clinton Keith Road Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between the County of Riverside and Lennar Homes of California, Inc. for Tract No. 36437. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD) Road and Bridge Benefit District (RBBD) Fee Program Improvement Credit Agreement between the County of Riverside (County) and Lennar Homes of California, Inc. (Developer) allowing for RBBD credits in recognition of the Developer's participation in the Clinton Keith Road CFD; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo
 Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2016/2017

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 6/12/07, Item 3-36 **District:** 3 **Agenda Number:**

3-72

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

FORM 11: Approval of the Clinton Keith Road Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between the County of Riverside and Lennar Homes of California, Inc. for Tract No. 36437. 3rd District; [\$0]

DATE: August 11, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

Tract No. 36437 (Tract), consisting of 101 single-family residential units, is owned by Lennar Homes of California, Inc. and is located within the boundaries of the Clinton Keith Road CFD, which is administered by the County.

The Clinton Keith Road CFD is a funding mechanism that provides a means to finance, in part, the Clinton Keith Road Extension, a multi-phased, six-lane project from Antelope Road to State Route 79. Construction of the first phase of the project from Antelope Road to Whitewood Road is complete. Construction of the second phase of these improvements from Whitewood Road to Leon Road is now in progress.

The Clinton Keith Road improvements are also identified in the County's Southwest Area of the RBBB and are among those facilities whose construction is to be partly funded by the collection of RBBB fees.

On June 12, 2007 (Agenda Item 3-36), the Board of Supervisors approved the "Joint Funding, Credit, and Reimbursement Agreement," whereby parameters were established to form the Clinton Keith Road CFD, sell special CFD bonds, and grant developers within the CFD credits against their applicable Transportation Uniform Mitigation Fee (TUMF) and RBBB fees.

The Developer and the County now desire to enter into this credit agreement to provide a means by which the Developer's participation in the Clinton Keith Road CFD is offset against the Developer's obligation to pay the applicable Southwest Area RBBB fees for the Tract. Each residential unit constructed within the Tract is potentially eligible to receive RBBB credits in an amount up to the current Southwest Area RBBB Zone D fee of \$2,197 per dwelling unit.

Project Number: B2-04722

Impact on Residents and Businesses

Community Facilities Districts (CFD) are an important tool to fund the early delivery of infrastructure. It allows the County to provide early delivery of infrastructure to fund a major facility through a bond sale and special assessment, with appropriate credit given towards mitigation fee obligations, as opposed to the traditional "pay as you go" method to collect fees on a lot-by-lot basis over a longer period of time. The CFD for the extension of Clinton Keith Road was established in 2007 in anticipation that this major transportation facility would be needed to support planned growth in the area. The extension of Clinton Keith Road will provide an additional critical transportation link between the French Valley area and Interstate-215, improving mobility, reducing congestion on alternate roads such as Los Alamos, and improving safety.

SUPPLEMENTAL:

Additional Fiscal Information

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

ATTACHMENTS

Vicinity Map
Agreement

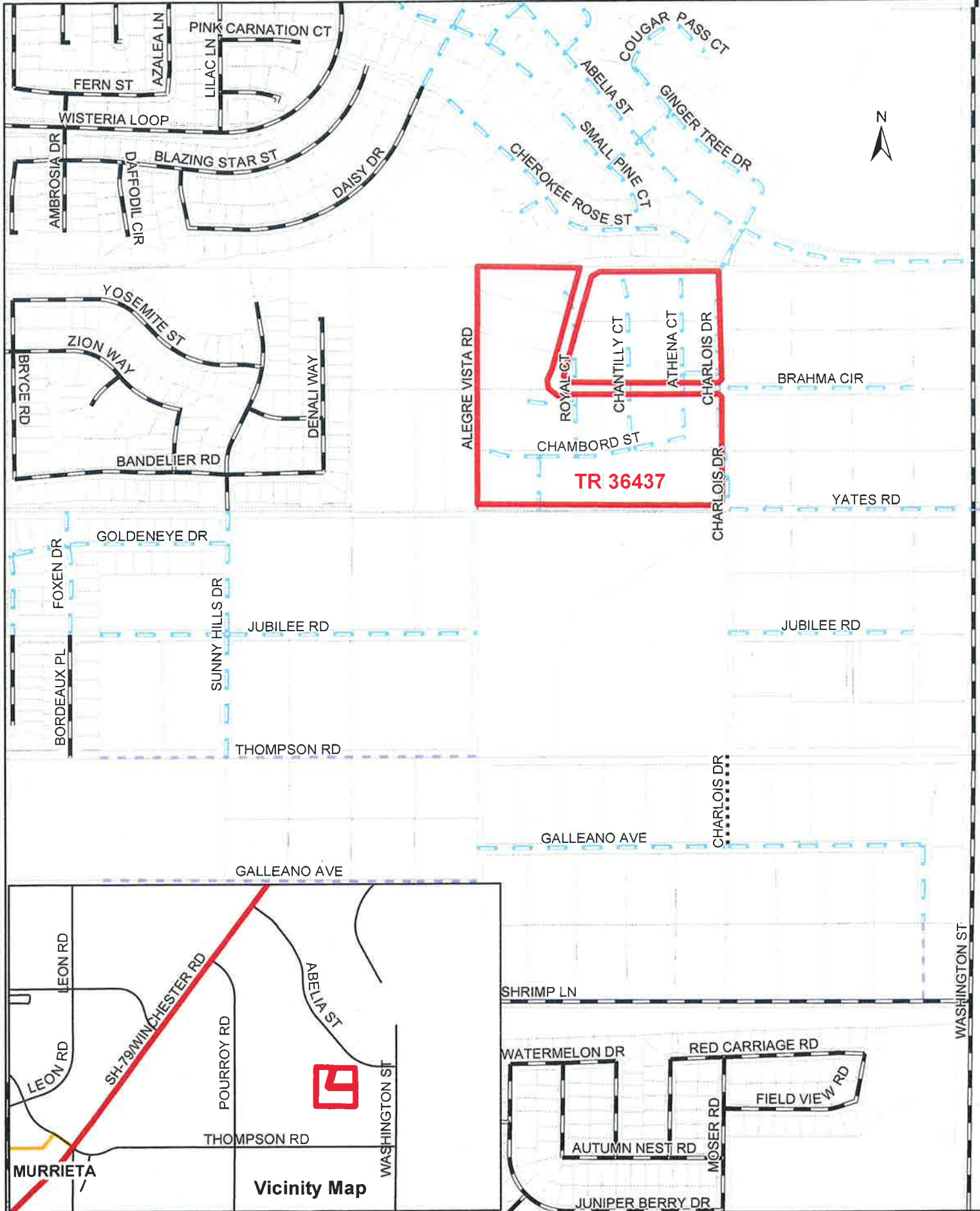
0 335 670 1,340 Feet

1 inch = 667 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 5/10/2016

Tract 36437 Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



Vicinity Map

**COMMUNITY FACILITIES DISTRICT NO. 07-2
(CLINTON KEITH ROAD)
IMPROVEMENT CREDIT AGREEMENT
ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20___, by and between the County of Riverside (the "County") and Lennar Homes of California, Inc., a California corporation (the "Developer"). The County and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Tract No. 36437 (the "Tract"), for which a Final Map was recorded on December 23, 2015, as Instrument No. 2015-0554294 and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Tract consists of 101 single-family residential units;

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

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

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

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

WHEREAS, the County, by adoption of Resolution No. 2001-317, as amended from time to time, reestablished the Southwest Area Road and Bridge Benefit District ("RBBB"), which consisted of three Zones, designated construction costs for certain road and bridge improvements to be funded by the Southwest Area RBBB, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the Southwest Area RBBB;

WHEREAS, the Clinton Keith Road Improvements have been identified as part of the Southwest Area RBBB, Zone "D" and to be among those facilities whose construction is to be financed, in part, by the collection of the Southwest Area RBBB fees within Zone "D";

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

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

WHEREAS, the Parties now desire to enter into this Agreement to provide a means by which Developer's participation in the Clinton Keith Road CFD is offset against Developer's obligation to pay the applicable Southwest Area RBBB, Zone "D" fees for the Tract; and

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

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

TERMS

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

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

3.0 RBBB Fee Credits

3.1 RBBB Fee Credits for Residential Dwelling Units: Upon issuance of the special tax bonds by CFD No. 07-2 (the "Bonds"), the Developer shall be entitled to credit against RBBB fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF Bond Credit per single-family dwelling unit (SFDU) or multifamily dwelling unit (MFDU) calculated for the Developer's Tract(s) pursuant to Section 6.1.(a) of the Joint Funding, Credit and Reimbursement Agreement (the "RBBB Fee Credit"). The RBBB Fee Credit may be applied against RBBB fees otherwise due and payable at the time of issuance of a certificate of occupancy within the Tract(s) or, if Developer transfers all or a portion of its RBBB Fee Credit to other property within Zone D of the Southwest RBBB to such property. On the CFD Effective Date, the Developer will be entitled to receive building permits for SFDU or MFDU in tracts owned by the Developer without prior payment of RBBB fees. The Developer agrees that should the Bonds not be issued and sold within a reasonable period of time after the County's receipt of bids for the Project, the RBBB fees intended to be excused upon the issuance of the Bonds pursuant to this Section shall instead be due and owing to the County. Accordingly the Developer agrees to expeditiously make arrangements with the County for the payment of RBBB fees in respect of RBBB Fee Credits issued pursuant to this Section and applied by the Developer at the time of issuance of a certificate of occupancy for said unit(s) in anticipation of the issuance of the Bonds; and the Developer agrees to expeditiously make arrangements with the County for the payment of RBBB fees in respect of RBBB Fee Credits issued pursuant to this Section and transferred pursuant to Section 3.2 herein by the Developer in anticipation of the issuance of the Bonds.

3.2 Transfer of RBBB Fee Credits: Upon conveyance of any portion of a Tract to a third party that could utilize any RBBB Fee Credit earned pursuant to this Agreement, the Developer shall have the option to retain the RBBB Fee Credits or provide 30 days' written notice to the County of the conveyance, the name of the entity to which the property is being conveyed, the number of units being conveyed, the amount of RBBB Fee Credits represented by the conveyance, and request that the County prepare credit notices that represent the amount of RBBB Fee Credits to be retained by the Developer and the amount of RBBB Fee Credits to be transferred to the third party. The County shall not unreasonably deny the Developer's request for the transfer of RBBB Fee Credits and, if approved by the County, the credit notices will be issued within 20 days of the County's written notice of approval. In addition, the Developer's right to RBBB Fee Credits pursuant to this Agreement may be used by the Developer with respect to, or transferred or conveyed to another developer for its use with respect to any other property within Zone D of the Southwest Area RBBB in accordance with the procedures set forth herein. If the Developer elects to use, transfer or convey such RBBB Fee Credits with respect to any other property within Zone D of the Southwest Area RBBB (other than within the Tract(s)), then the County shall prepare fee credit notices in accordance with the procedure set forth herein. The provisions of Section 4.1 herein requiring an assignment and assumption agreement shall not apply to the transfer or conveyance of fee credits only and shall only apply when the fee credits are assigned in conjunction with the transfer or conveyance of lots within the Tract(s).

3.3 RBBB Fee Reimbursement: If and to the extent the Developer pays Southwest Area RBBB fees with respect to development within the Tract(s) prior to the issuance

of the Bonds, but not earlier than the CFD Effective Date, the County shall reimburse the Developer from Southwest Area RBBB fees collected in the amount equal to the credit earned against such fees pursuant to this Agreement. In addition, if the Developer pays RBBB fees with respect to a Tract on or subsequent to the issuance of the Bonds, and credits earned pursuant to this Agreement were not accounted for in calculating the amount of such payments, the County shall reimburse the Developer from RBBB fees collected in the amount of overpayment upon receipt of the Developer's written notice of such overpayment. The timing of any RBBB fee reimbursement will be contingent upon the availability of funds in the Southwest Area RBBB, and reimbursements may be made in multiple payments. Pursuant to Ordinance 460, the right to reimbursement expires 15 years after the execution of this Agreement.

3.4 Project Advances: Certain developers within the boundaries of CFD No. 07-2 have previously made, and certain of the developers may in the future make, advances of funds to be used by the County to pay expenses in connection with right-of-way acquisition and other costs for the Clinton Keith Road Improvements ("Project Advance"). If prior to issuance of the Bonds, (i) the Developer has made a Project Advance and requests that a certificate of occupancy be issued for a SFDU or MFDU constructed within the Tract(s) owned by such Developer, (ii) such Developer requests that such Project Advance be applied as a credit against the RBBB fees then applicable to such Tract(s), and (iii) the amount of such Project Advance not previously applied as a credit pursuant to this subsection is at least equal to the amount of such RBBB fee, the County may issue a credit to the Developer for such RBBB fee and, upon a determination by the County that all other conditions to the issuance of such certificate of occupancy have been satisfied, the County may issue such certificate of occupancy.

4.0 Miscellaneous

4.1 Assignment: The Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Tract (an "Assignment"). The Developer and such purchaser and assignee (the "Assignee") shall provide to the County such reasonable proof as it may require that the Assignee is the purchaser of said lots within the Tract. Any assignment pursuant to this Section shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County in a form reasonably acceptable to County, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including the RBBB Credit amount for each SFDU developed on a lot within the Tract or for each MFDU developed on a parcel within the Tract purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.

4.2 Relationship between the Parties: All Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between the County and the Developer.

4.3 Indemnification: Developer agrees to protect, indemnify, defend and hold the Community Facilities District, the County, its elected officials, directors, officers, employees, agents and representatives, individually or any combination thereof (the "Indemnified Parties"),

harmless from and against any and all claims, including, but not limited to, third-party claims, and against any and all losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which the Indemnified Parties may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, as a result of, or by reason of, or arising out of, or in consequence of (a) the approval of this Agreement, (b) the awarding of credit pursuant to or on account of this Agreement, and/or (c) the untruth or inaccuracy of any representation or warranty made by said Developer in this Agreement. If said Developer fails to do so, the Indemnified Parties shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from said Developer. The provisions of this Section shall survive the termination discharge or other termination of this Agreement.

4.4 Warranty as to Property Ownership; Authority to Enter Agreement: The Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. All Parties warrant that the individual(s) who have signed this Agreement on behalf of such Party has the legal power, right, and authority to enter into this Agreement and such individual signing this Agreement has been duly authorized to do so, on behalf of said Party.

4.5 Other Agreements: Nothing contained herein shall be construed as affecting the County's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Tract(s), which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement.

4.6 Notices: All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To County: Riverside County Transportation Department
Patricia Romo, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To Developer: Lennar Homes of California, Inc.
Attention: Jeffrey T. Clemens
980 Montecito Drive, Suite 300
Corona, CA 92879
Phone No. (951) 817-3526
Fax No. (951) 217-3650

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail

first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

4.7 Cooperation; Further Acts: All Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.8 Interpretation; References; Captions: It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against any of the Parties as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to the Developer include all its officers, personnel, employees, agents and representatives, except as otherwise specified in this Agreement. All references to the County include its elected officials, directors, officers, employees, agents and representatives, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendments: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.

4.10 Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

4.11 Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.13 Invalidity; Severability: The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy was not contained herein.

4.14 Consent to Jurisdiction and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a

governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

4.16 Time is of the Essence: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.

4.17 Merger Clause: This Agreement contains the entire agreement between the Parties with respect to matters specifically addressed herein and supersedes any prior oral or written statements, negotiations, or understandings concerning such matters which are hereby merged into this Agreement.

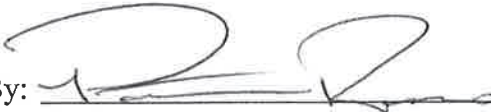
4.18 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures of Parties on Following Pages]


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

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:


By: **Dale A. Gardner**
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: _____ Date: _____
Chairman, County Board of Supervisors


ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____ Date: _____
Deputy

DEVELOPER

Lennar Homes of California, Inc., a California corporation

By: 
Jeffrey T. Clemens
Printed Name
Vice President
Title

California All-Purpose Certificate of Acknowledgment

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

State of California)
County of Riverside)

On June 27, 2016 before me, Beth Bruley, Notary Public,
personally appeared Jeffrey T. Clemens

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"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 16, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

MDS CONSULTING MAY, 2014 STANLEY C. MORSE L.S.3640

2015-0554294
original

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE, THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "I", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 35, 95, 103, AND 106 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING WITHIN LOT 103, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 102, AS WATER QUALITY BASIN, AS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY AND INSPECTION EASEMENT OVER ALL OF LOT 102. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOTS 103 THROUGH 107, INCLUSIVE, AS OPEN SPACE, AS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

AS A CONDITION OF DEDICATION "I", CHARLOIS DRIVE THE OWNERS OF LOTS 1 THROUGH 8 AND LOTS 98 THROUGH 101, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

Jeffery T. Clemens
JEFFERY T. CLEMENS
VICE PRESIDENT
LENNAR HOMES OF CALIFORNIA, INC.

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434 AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THE EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES (LOTS "A" THROUGH "I") AS SHOWN ON TRACT NO. 7676, M.B. 122/77.

THE EASEMENTS FOR ROADS, SLOPES AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77.

THE EASEMENTS FOR DRAINAGE AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM SPRINGS VALLEY AREA DRAINAGE PLANS WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET. SEQ., OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES FOR A LIEB BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: December 3, 2015
DON KENT
COUNTY TAX COLLECTOR

BY: *Don Kent*
DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED:

HENRY QUIGLEY, MARY QUIGLEY AND RICHARD MIN-JUI CHEN HOLDERS OF A DECLARATION AND DEDICATION OF EASEMENT FOR ROADWAY AND PUBLIC UTILITIES PURPOSES PER DOCUMENT RECORDED MARCH 16, 1981 AS INSTRUMENT NO. 45997 OFFICIAL RECORDS.

RECORDER'S STATEMENT

FILED THIS 23RD DAY OF December, 2015 AT 2:19 PM IN BOOK 448 OF MAPS, AT PAGES 49-57, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2015-0554294

FEE \$ 216.00
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: *Umar*, DEPUTY.

SUBDIVISION GUARANTEE:
NORTH AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON JANUARY 26, 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATE: 11-24, 2015

Stanley C. Morse
STANLEY C. MORSE
L.S. 3640
EXPIRATION DATE: 6/30/16



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36437 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON APRIL 8, 2014, THE EXPIRATION DATE BEING APRIL 8, 2017 AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: December 4, 2015

BY: *Richard G. Lantis*
RICHARD G. LANTIS, COUNTY SURVEYOR
P.L.S. 7611
EXPIRES 12-31-2016



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER(S) OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "I", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPT THE FOLLOWING ON BEHALF OF THE COUNTY OF RIVERSIDE:

THE OFFER(S) OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON OF THE ACCESS EASEMENT FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, IS HEREBY ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES.

THE OFFER OF DEDICATION MADE HEREON FOR THE EASEMENT OVER LOT 102 FOR WATER QUALITY AND INSPECTION PURPOSES IS HEREBY ACCEPTED.

DATE: November 25, 2015

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: *Maura Alley*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS
BY: *Kecia Harper-Ihem* DEPUTY

05
3/11/15
2015-0554294
08:01:10

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 18, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.
MDS CONSULTING MAY, 2014 STANLEY C. MORSE L.S.3640

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside } SS

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.

ON December 2, 2015 BEFORE ME, Both Bruley
A NOTARY PUBLIC, PERSONALLY APPEARED Jeffrey T. Clemens

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.

Both Bruley
SIGNATURE OF OFFICER

MY PRINCIPAL PLACE OF BUSINESS IS IN
Riverside COUNTY

Both Bruley
PRINT NAME

MY COMMISSION EXPIRES July 24, 2018
2075619

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

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.

ON _____ BEFORE ME, _____
A 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 OF OFFICER

MY PRINCIPAL PLACE OF BUSINESS IS IN
_____ COUNTY

PRINT NAME

MY COMMISSION EXPIRES _____

2015-0554294
Original

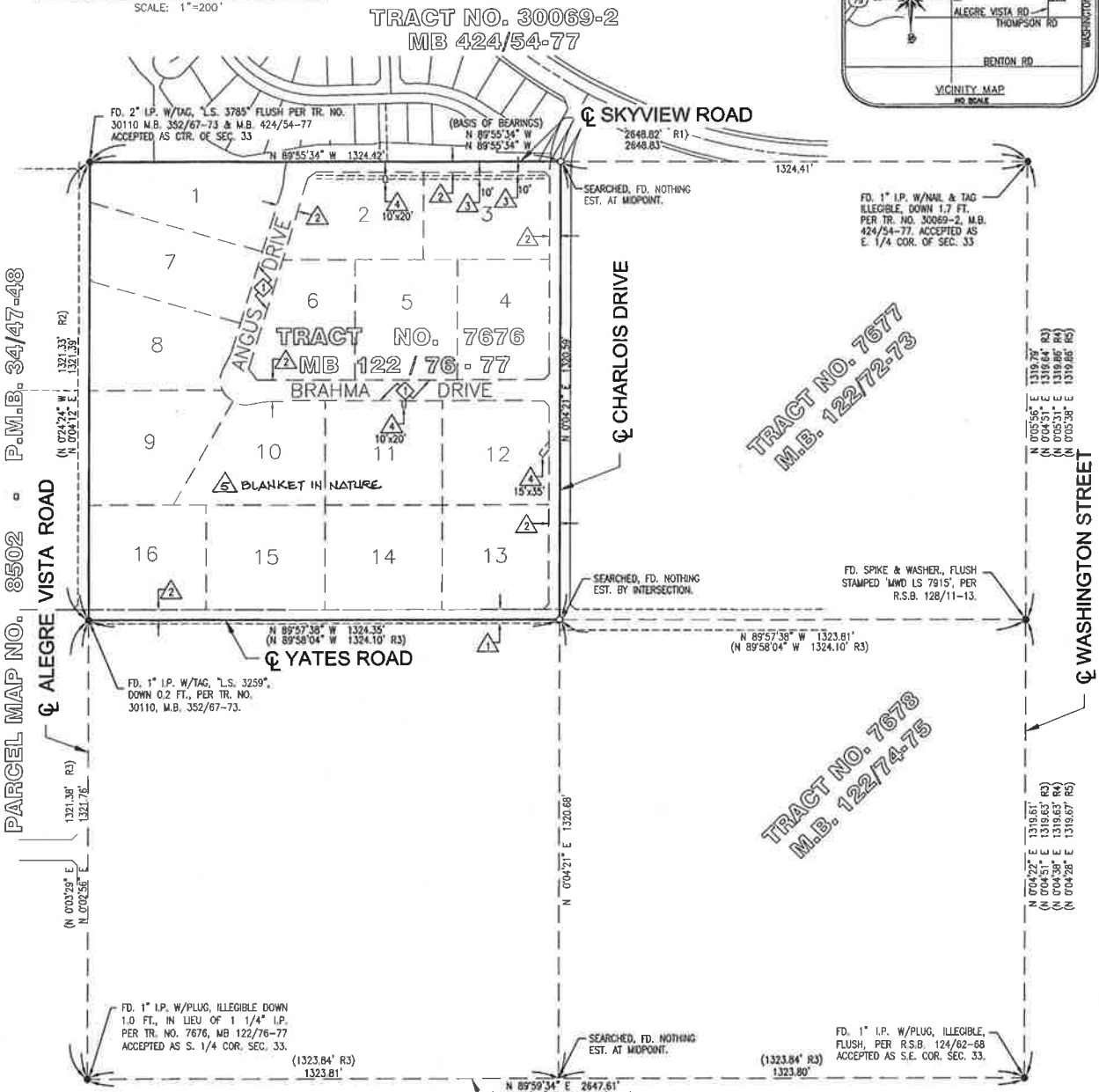
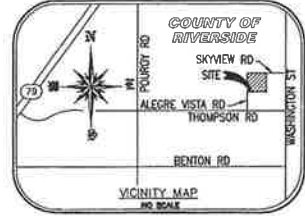
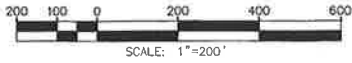
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

SHEET 3 OF 9 SHEETS

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 16, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.

MDS CONSULTING MAY, 2014 STANLEY C. MORSE L.S.3640



PARCEL MAP NO. 8502 • P.M.B. 34/47-48

SURVEYOR'S NOTES:
 THE BASIS OF BEARINGS ARE BASED UPON THE SOUTHERLY LINE OF TRACT NO. 30069-2 BEING NORTH 89°55'34" WEST, AS SHOWN BY SAID TRACT NO. 30069-2, M.B. 424/54-77.

- INDICATES FOUND MONUMENTS AS NOTED
- INDICATES SET 1" I.P., 18" LONG, TAGGED "LS 3640", FLUSH (RIV. CO. STD. "B" MON.)

(R1) INDICATES RECORD DATA PER TRACT NO. 30069-2, M.B. 424/54-77.
 (R2) INDICATES RECORD DATA PER TRACT NO. 30110-2, M.B. 352/67-73
 (R3) INDICATES RECORD DATA PER TRACT NO. 7676, M.B. 122/76-77.
 (R4) INDICATES RECORD DATA PER RECORD OF SURVEY, R.S.B. 124/62-68.
 (R5) INDICATES RECORD DATA PER RECORD OF SURVEY, R.S.B. 128/11-13.

SET 1" I.P. TAGGED LS 3640, FLUSH, AT ALL REAR LOT CORNERS, AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED.

SET NAIL AND TAG LS 3640 ON TOP OF CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNER MONUMENTS, UNLESS OTHERWISE NOTED.

ALL MONUMENTS ARE SET PER RIVERSIDE COUNTY ORDINANCE NO. 461.10

ALL MONUMENTS SHOWN AS "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS TRACT.

THIS TRACT CONTAINS 40.16 ACRES.
 NUMBERED LOTS = 107
 LETTERED LOTS = 9
 GROSS ACRES = 40.16

////// INDICATES RESTRICTED VEHICULAR ACCESS.
 N.T.S. INDICATES NOT TO SCALE.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

COVENANTS, CONDITIONS & RESTRICTIONS
 C.C. & R'S RECORDED 12/23/15 AS INSTRUMENT NO. 2015-0554295

EASEMENT NOTES:

- (A) DRAINAGE EASEMENT DEDICATED HEREON.
- (B) ACCESS EASEMENT, FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENT, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, DEDICATED HEREON.
- (I) A DECLARATION AND DEDICATION OF EASEMENT FOR ROADWAY AND PUBLIC UTILITIES IN FAVOR OF HENRY QUIGLEY, MARY QUIGLEY AND RICHARD MIN-JUN CHEN PER INSTRUMENT NO. 45997, RECORDED MARCH 16, 1981.
- (A) THE EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, (LOTS "A" THROUGH "I" INCLUSIVE) SHOWN AS ROAD EASEMENTS, AS SHOWN ON TRACT NO. 7676, M.B. 122/77, ABANDONED HEREON.
- (A) THE EASEMENTS FOR ROADS, SLOPES PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77, ABANDONED HEREON
- (A) THE EASEMENTS FOR DRAINAGE PURPOSES AS SHOWN ON TRACT NO. 7676, M.B. 122/77, ABANDONED HEREON.

ENVIRONMENTAL CONSTRAINT NOTE: DOCUMENT RECORDED DECEMBER 09, 2015 AS INSTRUMENT NO. 2015-0539856 OF ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE COUNTY OF RIVERSIDE, IN E.C.S. BOOK 42, PAGE 21.

2015-055426
Original
1/2
3/15

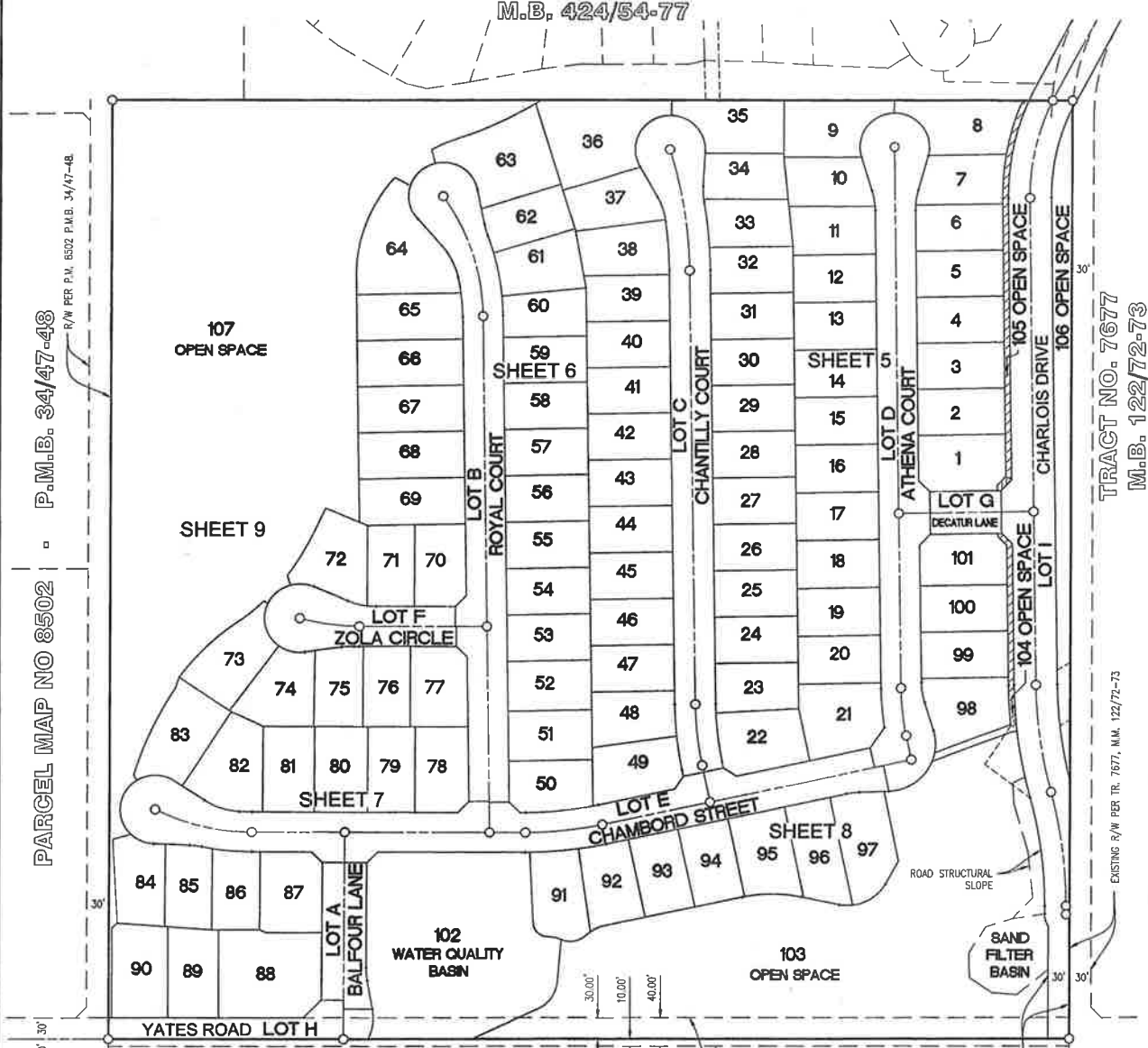
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

SHEET 4 OF 9 SHEETS

TRACT NO. 36437

BEING A SUBDIVISION OF LOTS 1 THROUGH 16, INCLUSIVE OF TRACT NO. 7676, AS PER MAP RECORDED IN BOOK 122 OF MAPS, PAGES 76 AND 77, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, ALSO LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASELINE AND MERIDIAN.
MDS CONSULTING MAY, 2014 STANLEY C. MORSE L.S.3640

TRACT NO. 30069-2
M.B. 424/54-77



PARCEL MAP NO 8502 P.M.B. 34/47-48

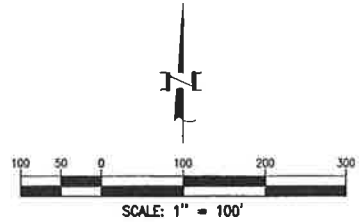
R/W PER P.M. 8502 P.M.B. 34/47-48

TRACT NO. 7677
M.B. 122/72-73

EXISTING R/W PER TR. 7677, M.M. 122/72-73

R/W PER TR. 7676, M.M. 122/76-77

ACCESS AND UTILITY EASEMENT PER INSTR. NO. 45997, REC. 3/16/1981.



SEE SHEET 3 FOR EASEMENT NOTES

0 335 670 1,340 Feet

1 inch = 667 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 5/10/2016

Tract 36437 Vicinity Map

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