

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



ITEM  
3.45  
(ID # 8388)

MEETING DATE:

Tuesday, December 11, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval and Execute the Newport Road Community Facilities District No. 03-1  
Transportation Uniform Mitigation Fee Improvement Credit Agreement between  
KB Home Coastal Inc., and the County of Riverside associated with Tract No.  
30322-1, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Newport Road Community Facilities District No. 03-1 (Newport Road CFD) Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement between KB Home Coastal Inc. (Developer) and the County of Riverside (County) associated with Tract No. 30322-1.

ACTION: Policy


  
Patricia Romo, Director of Transportation 11/6/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: December 11, 2018  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>                         | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>            | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|-------------------------------|---------------------|
| <b>COST</b>                                   | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>NET COUNTY COST</b>                        | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Developer funded 100% |                             |                          | <b>Budget Adjustment:</b> N/A |                     |
|   |                             |                          | <b>For Fiscal Year:</b> 18/19 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

KB Home Coastal Inc. owns Tract No. 30322-1 consisting of 141 single family-residential units (Property). The Property is located within the boundaries of the Newport Road CFD, which is administered by the County.

The Newport Road CFD is a funding mechanism that provided a means to finance, in part, the Newport Road/Domenigoni Parkway Extension Improvements from Menifee Road to State Route 79. The construction of the Newport Road/Domenigoni Parkway extension was physically complete and open to traffic at the end of 2007.

In addition, the Newport Road/Domenigoni Parkway Extension Improvements have been identified in the TUMF Regional System of Highways and Arterials (RSHA) and are among those facilities whose construction is to be partly financed by the collection of TUMF.

The Developer and the County now desire to enter into this agreement to provide a means by which Developer's participation in the Newport Road CFD is offset against Developer's obligation to pay applicable TUMF for the Property. Each residential unit constructed within the Property will be eligible to receive a TUMF credit in an amount set forth in this Agreement.

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- Vicinity Map
- Newport Road CFD TUMF Agreement

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

  
Scott Bruckner 12/2/2018

  
Gregory V. Priaplos, Director County Counsel 11/29/2018

  
Shellie Clack 11/28/2018

**COMMUNITY FACILITIES DISTRICT NO. 03-1  
(NEWPORT ROAD CFD)  
IMPROVEMENT CREDIT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

11th This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of December, 2010, by and between the County of Riverside (the "County") and KB HOME Coastal 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. 30322-1, for which a Final Map was recorded on June 16, 2006, as Instrument No. 2006-0437776 (*or approved Tract No. 30322-1*) (the "Properties") and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Tract No. 30322-1 consists of 141 single-family residential units;

WHEREAS, the Properties were 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 Newport Road from Menifee Road to State Route 79, including associated appurtenances and rights-of-way (the "Newport Road Improvements");

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 Property will contribute in part;

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 15, 2003, adopted Resolution No. 2003-173 establishing Community Facilities District No. 03-1 Newport Road of the County of Riverside ("Newport Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Newport Road Improvements and Resolution No. 2003-174 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$24,000,000 to finance the Newport Road Improvements and Resolution No. 2003-175 calling for a special election held on April 15, 2003, for the qualified electors of the Newport 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 April 15, 2003, 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 Newport Road CFD to be recorded within fifteen days of the special election certification;

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

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

WHEREAS, the Newport Road Improvements have been constructed by the Riverside County Transportation Department in part from funding that includes the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Newport Road CFD;

WHEREAS, the County and Western Riverside Council of Governments (WRCOG) entered into a Memorandum of Understanding (MOU) on October 28, 2014, which provides the mechanism by which developers can be eligible to receive TUMF credits to offset their TUMF fees by participating in the Newport Road CFD;

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

WHEREAS, the Properties are located within the boundaries of the Newport Road CFD, as shown on the Boundary Map of the Newport Road CFD recorded as Instrument No. 2003-217558 on March 28, 2003, or within territory that has been annexed to Newport Road CFD.

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

### **TERMS**

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

2.0 Construction of Improvements: The County has constructed the Newport Road Improvements using, in part, proceeds from the issuance of the special tax bonds by the Newport Road CFD.

### 3.0 TUMF Credits

3.1 TUMF Credits: By issuance of the special tax bonds by CFD No. 03-1 (the "Bonds"), the Developer is entitled to credit against TUMF fees in an amount equal to the following (the "TUMF Bond Credit"):

- a) \$1,775 for each Single Family Residential Unit (SFDU)
- b) \$2.10 per square foot for Commercial

3.2 TUMF Excess Payment: The Developer, in order to receive a certificate of occupancy for residential or commercial improvements constructed within the Newport Road CFD, shall pay to the County the sum by which the amount of the TUMF then applicable to the Property exceeds the TUMF Bond Credit for such Property.

### 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 Properties (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 Properties. Any assignment pursuant to this Section shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County in a form reasonably acceptable to County, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including the TUMF credit amount for each single-family dwelling unit developed on a lot within the Properties or for each multifamily dwelling unit developed on a parcel or commercial development on a plot plan within the Property 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 Property 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 Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement.

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

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

To Developer: KB HOME Coastal Inc.  
Attention: Tracy Chai  
36310 Inland Valley Drive  
Wildomar, CA 92595  
Phone No. (951) 691-5231  
Fax No. (951) 600-0136

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

4.8 Interpretation; References; Captions: It is agreed that the Parties and their

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

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

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

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

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

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

4.14 Consent to Jurisdiction and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover



from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

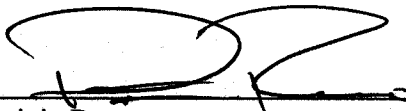
4.16 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

**[Signatures of Parties on Following Pages]**

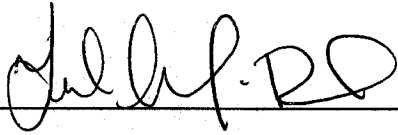
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF RIVERSIDE**


RECOMMENDED FOR APPROVAL:

By:   
Patricia Romo  
Director of Transportation

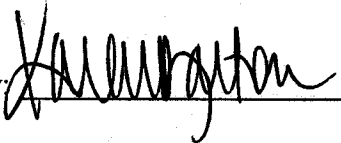
APPROVED AS TO FORM:

By:   
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:


By:  Date: DEC 11 2018  
CHUCK WASHINGTON  
Chairman, County Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:  Date: DEC 11 2018  
Deputy

**DEVELOPER**

KB HOME Coastal Inc., a California corporation

By:   
Scott Hansen  
Printed Name  
Vice President, Forward Planning  
Title

# CALIFORNIA ALL-PURPOSE 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.

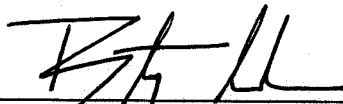
State of California }

County of Riverside }

On October 30, 2018 before me, Brittney Lobo, Notary Public, personally appeared Scott Hansen, 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.

  
\_\_\_\_\_  
Brittney Lobo



(SEAL)

**EXHIBIT "A"**

**FINAL MAP AND VICINITY MAP**

[ATTACHED BEHIND THIS PAGE]

404  
COPY

# TRACT NO. 30322-1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 20884  
PARCEL MAP FILED AND RECORDED IN THE OFFICE OF THE  
CLERK OF REVERSHIDE COUNTY UNDER SECTION 26  
OF THE EMINENT DOMAIN ACT OF 1906, S.B. 103,  
IN THE COUNTY OF REVERSHIDE, STATE OF CALIFORNIA.

## RECORDER'S STATEMENT

FILED THIS 13th DAY OF APRIL  
2006 AT REVERSHIDE IN BOOK  
PAGE 468 OF THE BOOK  
OF THE CLERK OF THE COUNTY  
OF REVERSHIDE, CALIFORNIA  
FILE NO. 2006-00000

LARRY B. HARRIS  
COUNTY RECORDER - CLERK REVERSHIDE  
BY: [Signature]  
SUBDIVISION COMMISSIONER  
FIRST AMERICAN TITLE COMPANY

## 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 INTEREST IS  
NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT NO CONSENT TO THE  
MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN HEREON BY THE  
RELEVANT PERSONS, WE HEREBY AGREE TO PUBLIC USE FOR STREET AND  
PUBLIC UTILITY PURPOSES, LOTS 141 THROUGH 147, INCLUSIVE, AS A CONDITION OF  
DEEDICATION OF LOT 141 (ALLIVE AHEAD) THE OWNERS OF LOTS 1 THROUGH 14, INCLUSIVE,  
AND LOTS 151 THROUGH 155, INCLUSIVE, ABUTTING THIS NEIGHWAY AND DURING  
SAID TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL.  
ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VARIATION THEREOF SHALL  
TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VARIATED.

WE HEREBY DEDICATE TO PUBLIC USE THE STORM DRAIN EASEMENTS, AS SHOWN HEREON  
FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE HEREBY RETAIN OUR OWNERS OF OPEN SPACE LOTS 140  
THROUGH 145, INCLUSIVE, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF  
OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY DEDICATE IN-FEES TITLE LOTS 146 THROUGH 148, INCLUSIVE, TO VALLEY-WIDE  
RECREATION AND PARK DISTRICT AS SHOWN HEREON FOR PARK AND TRAIL PURPOSES.  
KELSTONE/MONCHESTER VALLEY, L.L.C. A CALIFORNIA-LICENSED LIABILITY COMPANY.

[Signature]

## TRUSTEE

[Signature]  
STUART A. SPINNOLO, Vice President  
NOTARY PUBLIC IN AND FOR SAID STATE

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF REVERSHIDE )  
ON THIS 13th DAY OF APRIL, 2006, BEFORE ME,  
[Signature], a Notary Public in and for said state,  
PERSONALLY APPEARED [Signature], known to me  
to be the person 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, and that he/she/they signed the instrument  
voluntarily and for the purposes and in behalf of which the person(s) acted  
executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.  
SIGNATURE [Signature]  
NAME Catherine E. Jodick  
MY COMMISSION EXPIRES 8-17-06



## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF REVERSHIDE )  
ON THIS 3rd DAY OF APRIL, 2006, BEFORE ME,  
[Signature], a Notary Public in and for said state,  
PERSONALLY APPEARED [Signature], known to me  
to be the person 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, and that he/she/they signed the instrument  
voluntarily and for the purposes and in behalf of which the person(s) acted  
executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.  
SIGNATURE [Signature]  
NAME L.Y.D.A. JORDAN  
MY COMMISSION EXPIRES 8-17-06

## VALLEY-WIDE RECREATION AND PARK DISTRICT CERTIFICATE OF ACCEPTANCE

VALLEY-WIDE RECREATION AND PARK DISTRICT HEREBY ACCEPTS THE OFFER  
OF DEEDICATION OF LOTS 142 THROUGH 148, INCLUSIVE, AS SHOWN  
HEREON.  
DATED 4-17-06  
[Signature]  
SARAH K. GIBSON, DISTRICT MANAGER

## NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK  
CHANNEL/WINDMILL CREEK WETLAND AREA OVERFLOW PLAN WHICH HAS ADOPTED  
BY THE BOARD OF SUPERVISORS OF THE COUNTY OF REVERSHIDE PURSUANT TO  
SECTION 10.29 OF ORDINANCE 104 AND SYSTEM GRASS, 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 10.29 OF ORDINANCE  
104, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH DRAINAGE'S CHECK OR  
MONEY ORDER ONLY TO THE REVERSHIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING  
PERMIT FOR SAID PARCELS, INCLUDING BEFORE FIRST, AND THAT THE OWNER OF  
EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING  
PERMIT, SHALL PAY THE FEES ASSIGNED AT THE RATE IN EFFECT AT THE TIME OF  
ISSUANCE OF THE ACTUAL PERMIT.

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 10.29 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE  
FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:  
AN EASEMENT IN FAVOR OF SAN JACINTO AND PLEASANT VALLEY WINDMILL DISTRICT,  
FOR WATER DETENTION, FLOOD CONTROL AND AGRICULTURE AND RECREATION,  
RECORDED FEBRUARY 28, 2004 IN BOOK 03, PAGE 4 AND IN BOOK 03, PAGE 6, BOTH  
OF DEEDS.

AN EASEMENT FOR SERVICE OF HIGH VOLTAGE LINES, CONSISTS OF UNDERGROUND FACILITIES  
AND OCCASIONAL PILES, IN FAVOR OF REVERSHIDE COUNTY ELECTRIC POWER COMPANY,  
RECORDED 04/05/2002 AS INSTRUMENT NO. 487 IN BOOK 204, PAGE 485 OR, CANNOT BE  
PLOTTED FROM RECORDS.

## SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF  
CALIFORNIA AND THAT THIS MAP CONSISTS OF SIX (6) SHEETS CORRECTLY  
REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL, 2006,  
THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE  
CORRECTLY SHOWN OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT  
AGREEMENT FOR THE MAP. THE MONUMENTS SHALL BE SUFFICIENT TO ENABLE THE  
SURVEY TO BE REPRODUCED. THE SURVEY TO TRUE AND COMPLETE AS SHOWN.

DATED MARCH 24, 2006  
[Signature]  
DARRYL E. WISE, L.S. 2800  
L.S. EXPIRES 9-30-2009



## COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH 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  
APPEARS ON THE RELEVANT MAP OF PARCEL MAP NO. 20884 AS FILED, RECORDED AND  
APPROVED BY THE BOARD OF SUPERVISORS OF REVERSHIDE COUNTY, CALIFORNIA, ON  
DEEDS APRIL 13, 2007. AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED MAY 26, 2006  
[Signature]  
DARYL W. WISE  
COUNTY SURVEYOR EXP. 10-31-07



## BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF REVERSHIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS,  
HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEEDICATION MADE  
HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE  
COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE  
WITH COUNTY STANDARDS.

THE OFFER OF DEEDICATION OF THE STORM DRAIN EASEMENTS IS HEREBY NOT ACCEPTED.  
COUNTY OF REVERSHIDE, STATE OF CALIFORNIA  
DATED June 13, 2006 BY: [Signature]  
MEMBER OF THE BOARD OF SUPERVISORS

ATTEST:  
NANCY HENNING  
CLERK OF THE BOARD OF SUPERVISORS  
BY: [Signature]  
Deputy

## 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 ON SPECIAL ASSESSMENTS  
COLLECTED AS TAXES FROM A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED  
TO BE \$ 216,740.

DATED May 1, 2006  
PAUL HATHORNELL  
COUNTY TAX COLLECTOR  
BY: [Signature]  
Deputy

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 216,740 HAS BEEN  
POSTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF  
REVERSHIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE,  
COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS  
TAXES, WHEN AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER  
ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS  
BEEN FULLY APPROVED BY SAID BOARD OF SUPERVISORS.

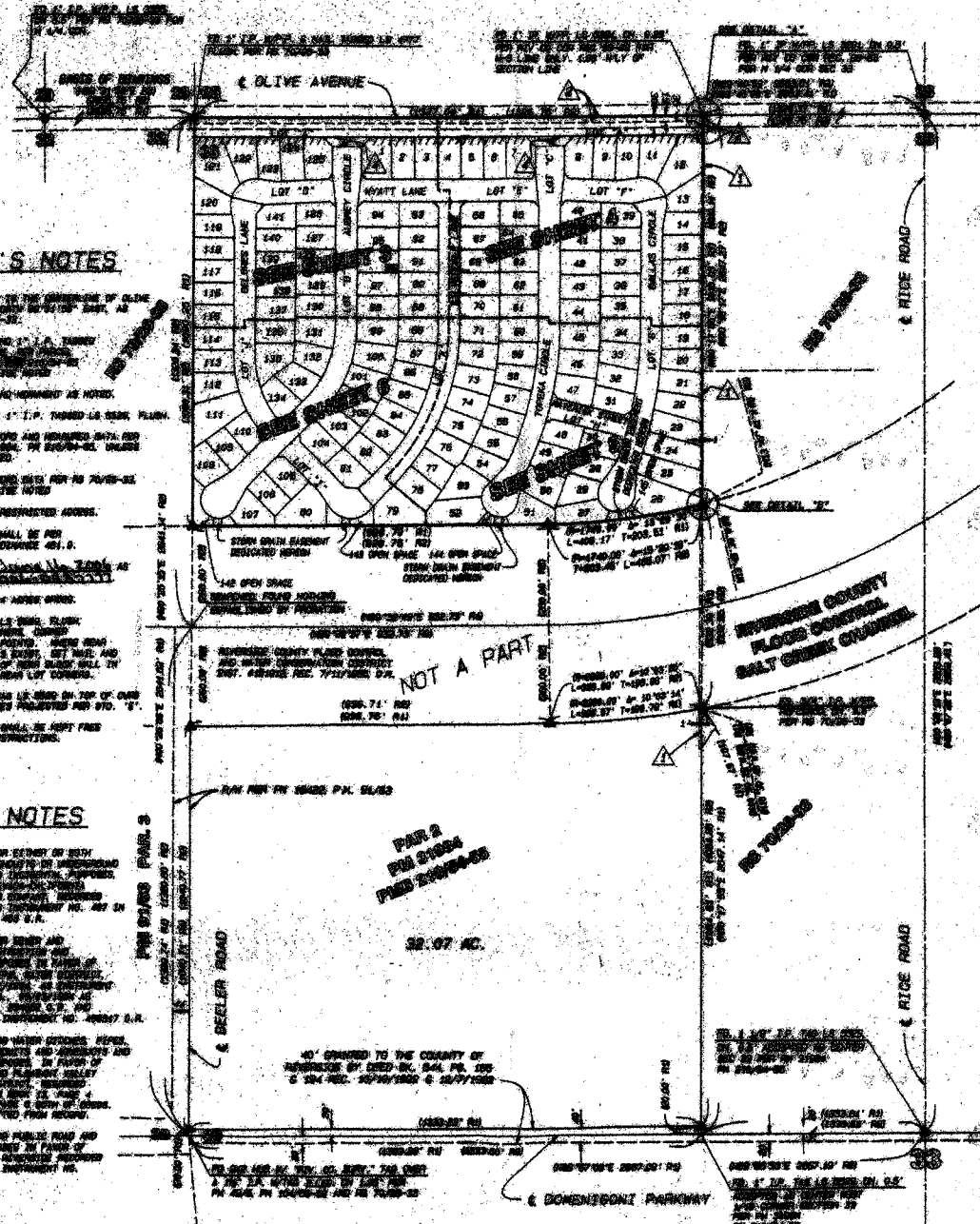
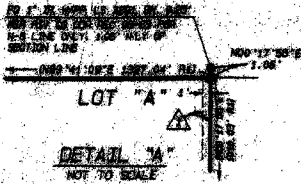
DATED May 13, 2006  
NANCY HENNING  
CLERK OF THE BOARD OF SUPERVISORS  
BY: [Signature]  
Deputy

404/62  
COPY

# TRACT NO. 30322-1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 28004,  
PARCEL MAP BOOK 259 PAGES 54 AND 55, LOCATED IN  
SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.E.M.  
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ALBERT A. NEED ASSOCIATES - CIVIL ENGINEERS  
APRIL, 2004



### SURVEYOR'S NOTES

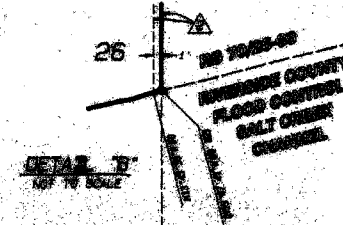
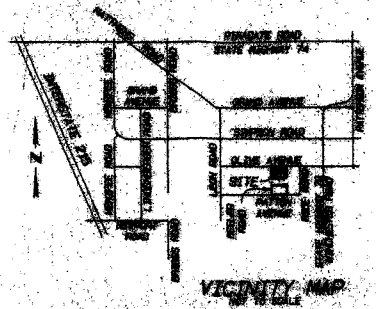
1. BOUNDARIES OF PARCELS TO THE WEST AND SOUTH ARE SHOWN TAKEN AS BOUNDARIES OF PARCEL 1, AS SHOWN ON PG. 54 & 55.
2. ALL DISTANCES TO BE MEASURED AS NOTED.
3. ALL DISTANCES SET 1" = 100' TANGENT TO CURVE, PLANNED.
4. ALL DISTANCES TO BE MEASURED AS NOTED.
5. ALL DISTANCES TO BE MEASURED AS NOTED.
6. ALL DISTANCES TO BE MEASURED AS NOTED.
7. ALL DISTANCES TO BE MEASURED AS NOTED.
8. ALL SET POINTS SHALL BE FOR RIVERSIDE COUNTY ORDINANCE 481.8.
9. E.C.C. NO. 6 REVISION 10/2003 AS AMENDMENT NO. 2 TO 28004.
10. TRACT CONTAINS 66.14 ACRES MORE OR LESS.
11. SET 1" = 100' TANGENT TO CURVE, PLANNED CURVES AND ANGLE POINTS. ALL CURVE DATA SHALL BE AS NOTED. SET 1" = 100' TANGENT TO CURVE, PLANNED CURVES AND ANGLE POINTS. ALL CURVE DATA SHALL BE AS NOTED.
12. SET 1" = 100' TANGENT TO CURVE, PLANNED CURVES AND ANGLE POINTS. ALL CURVE DATA SHALL BE AS NOTED.
13. DISTANCE MARKINGS SHALL BE SET FROM BUILDINGS AND OBSTRUCTIONS.

### EASEMENT NOTES

1. AN EASEMENT FOR ENTRY BY HOIST POLE LINE TO BE LOCATED AS SHOWN ON THIS MAP AND AS NOTED ON PG. 54 & 55.
2. AN EASEMENT FOR ENTRY AND EGRESS TO BE LOCATED AS SHOWN ON THIS MAP AND AS NOTED ON PG. 54 & 55.
3. AN EASEMENT FOR PUBLIC ROAD AND EGRESS TO BE LOCATED AS SHOWN ON THIS MAP AND AS NOTED ON PG. 54 & 55.

### ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY COMMISSIONER, 301 E.C.C. BOOK 259, PAGE 16. THIS AFFECTS ALL LOTS.



0 330 660 1,320 Feet

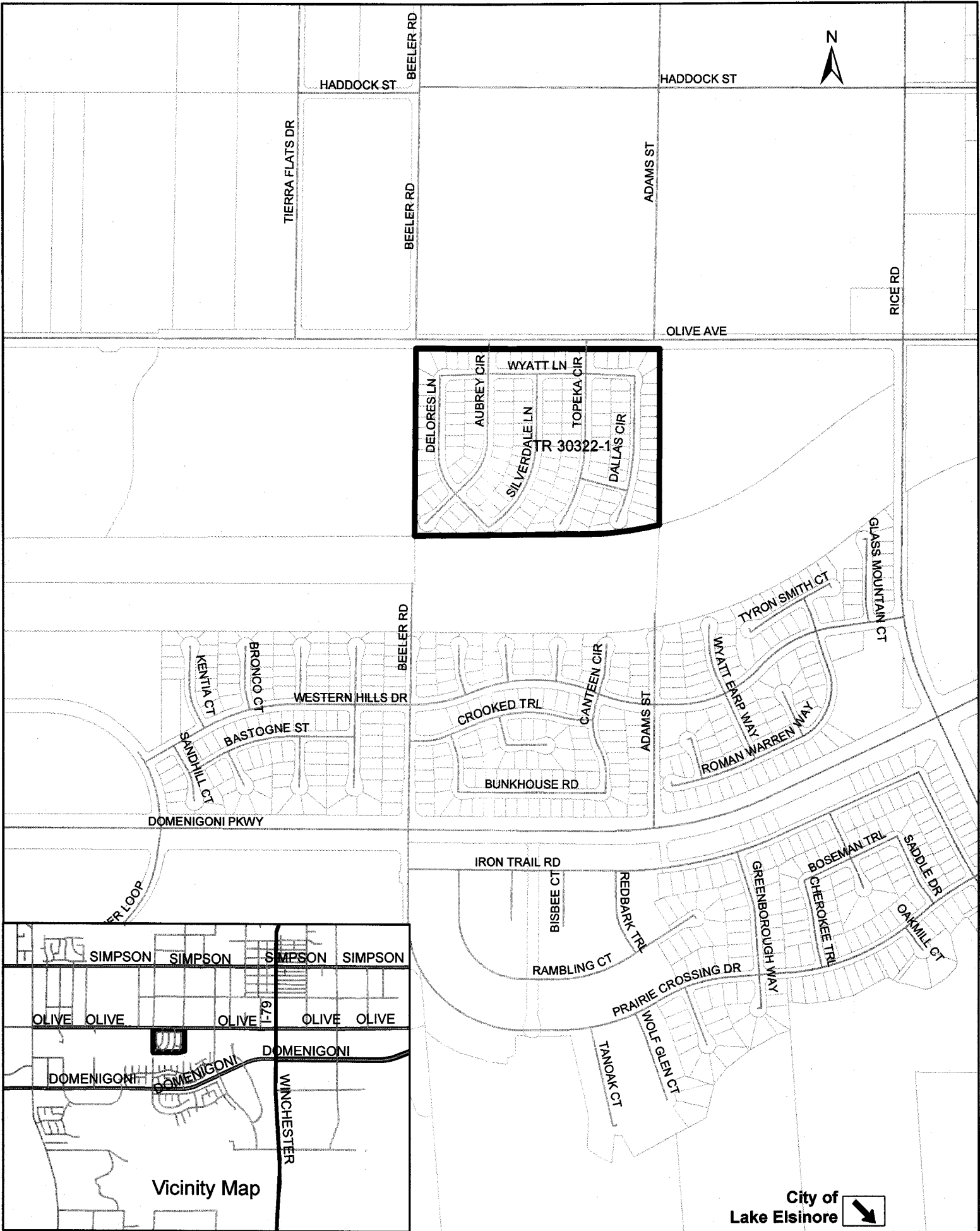
1 inch = 659 feet  
Orthophotos Flown 2016  
Printed by almedina on 10/10/2018

# Vicinity Map

## Tract No. 30322-1



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Vicinity Map

City of Lake Elsinore