

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



ITEM  
3.31  
(ID # 9788)

**MEETING DATE:**

Tuesday, June 4, 2019

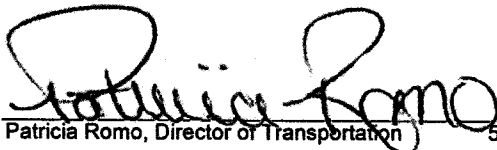
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval and execution of the Scott Road Community Facilities District No. 05-8  
Transportation Uniform Mitigation Fee Program Improvement Credit Agreement  
between Pulte Home Company LLC, City of Menifee, and the County of  
Riverside associated with Tract No 28206. District 5. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Scott Road Community Facilities District No. 05-8  
Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between  
Pulte Home Company LLC, City of Menifee, and the County of Riverside associated with  
Tract No. 28206.

**ACTION:** Policy

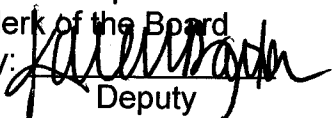
  
Patricia Romo, Director of Transportation 5/3/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 4, 2019  
xc: Transp.

Kecia Harper  
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%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19	

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

**BACKGROUND:**

**Summary**

Pulte Home Company LLC (Developer) owns Tract No. 28206 (Tract). The Tract consists of 63 single-family residential units and is located within the boundaries of the Scott Road Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County of Riverside (County). However, with the incorporation of the City of Menifee (City), the geographical boundaries of the Scott Road CFD now fall primarily within the City, including this Tract.

The Scott Road CFD is a funding mechanism that provides a means to finance, in part, the Scott Road Improvements, which includes widening of Scott Road between Antelope Road and State Route 79, and improvements to the Scott Road/I-215 Interchange. Construction of the Scott Road/I-215 Interchange is in progress.

In addition, the Scott Road Improvements have been identified as part of the Transportation Uniform Mitigation Fee (TUMF) Regional System of Highways and Arterials (RSHA), and are among those facilities whose construction is to be financed in part by the collection of TUMF. The Tract is within the City's TUMF jurisdiction.

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

**Impact on Residents and Businesses**

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

**ATTACHMENTS:**

- Vicinity Map
- Scott Road CFD TUMF Agreement

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



Jason Farin, Senior Management Analyst 5/29/2019



Gregory V. Priamos, Director County Counsel 5/24/2019



Leila Moshref-Danesh 5/23/2019

**COUNTY OF RIVERSIDE  
CITY OF MENIFEE  
COMMUNITY FACILITIES DISTRICT NO. 05-8 (SCOTT ROAD CFD)  
IMPROVEMENT CREDIT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT FOR TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM (this "Agreement") is entered into this 4<sup>th</sup> day of June, 2019 by and between the County of Riverside (the "County"), City of Menifee (the "City") and Pulte Home Company, LLC., a Michigan limited liability company (the "Developer"). County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, Developer owns a phased Tentative Tract Map No. 28206, for which a Final Phase Tract Map No. 28206 was recorded on August 24, 2017, as Instrument No. 2017-0350934 (the "Tract") and the Tract is located within the City of Menifee, County of Riverside, California, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Tract No. 28206 consists of 63 single-family residential units;

WHEREAS, the Tract is the Final Phase of approved, phased Tentative Tract Map No. 28206 (the "Project"), which was approved by County prior to City's incorporation, and was conditioned by 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 the following public facilities (the "Scott Road Improvements") that were determined by County to be necessary to mitigate the transportation and circulation needs that would result from the Project:

- (i) The widening of Scott Road to four lanes between Antelope Road and Briggs Road including all associated appurtenances and rights-of-way;
- (ii) The widening of the interchange at Interstate 215 and Scott Road and the modification of the ramps to meet future traffic demands including all associated appurtenances and rights-of-way;
- (iii) The full width improvement to Scott Road from Antelope Road to State Route 79 including all associated appurtenances and rights-of-way, bringing into conformance said facility with the Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time to time (collectively, the "Scott Road Improvements");

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006, (i) adopted Resolution No. 2006-092 establishing Community Facilities District No. 05-8 (Scott

Road) of the County of Riverside ("Scott Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Scott Road Improvements, (ii) adopted Resolution No. CFD 2006-02 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$100,000,000 to finance the Scott Road Improvements, and (iii) called a special election for April 18, 2006, for the qualified electors of the Scott Road CFD to consider propositions dealing with the levy of the special tax and the incurrence of bonded indebtedness;

WHEREAS, the Board , on April 25, 2006, 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 Scott Road CFD to be recorded on May 4, 2006;

WHEREAS, 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 the such residential or commercial development using the RSHA;

WHEREAS, the Tract is located within the boundaries of the Scott Road CFD, as shown on the Boundary Map of the Scott Road CFD recorded as Instrument No. 2006-0167553 on March 8, 2006, or within territory that has been annexed to the Scott Road CFD.

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

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that was approved by the Board and the qualified electors of the Scott Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2005, with the intent that each unit within a single-family residential tract and each unit within a multifamily residential development will receive a credit against the TUMF in an amount set forth in this Agreement;

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

WHEREAS, on October 1, 2008, City incorporated and the Tracts and improvements are included within City's municipal boundaries;

WHEREAS, City reduced the TUMF during calendar year 2010 but that reduction ended as of December 31, 2010;

WHEREAS, County, City and the Developer now desire to enter into this Agreement to provide a means by which Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF (the "TUMF Credit") for the Tract in accordance with the TUMF administrative plan; and

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer, County, and City 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 and City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit for Single-Family Residential Development. The amount of the TUMF Credit is determined by the TUMF in effect as of July 1<sup>st</sup> of the fiscal year in which the first building permit for a single family residential unit (other than a model home) is issued; provided, however, (i) that the actual amount of the TUMF Credit applied will be equal to the TUMF in effect on the date Developer secures a certificate of occupancy for each single-family residential unit up to a maximum amount of \$8,873 (the "Maximum TUMF Credit") and (ii) that at no time shall the actual TUMF Credit amount exceed 100% of the TUMF charged for each said unit. Developer understands and acknowledges that the TUMF is adjusted annually, and Developer agrees that if the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for said unit, then Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

4.0 Miscellaneous.

4.1 Assignment. 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"). Developer and such purchaser and assignee (the "Assignee") shall provide to the County and City such reasonable proof as each of them may require that the Assignee is the purchaser of said lots within the Tracts. Any assignment pursuant to this paragraph 4.1 shall not be effective unless and until Developer and Assignee have executed an assignment agreement with County and with City in a form reasonably acceptable to both County and City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including credits up to the Maximum TUMF Credit for each single-family residential unit developed on a lot within the Tracts or for each multifamily residential unit developed on a parcel within the Tracts 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. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency among County, City and Developer, or between any of the Parties.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, County and City, and their respective directors, officers, legislative bodies, Board of Supervisors, City Council, elected and appointed officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, 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 ("Losses") which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, 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 Developer in this Agreement. If Developer fails to protect, indemnify, defend, and hold harmless any of the Indemnified Parties in accordance with this Section 4.3, the Indemnified Parties, and/or each of them, 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 all Losses incurred by Indemnified Parties and to and recover the same from said Developer. The provisions of this Section shall survive the expiration, discharge or other termination of this Agreement.

4.4 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. Each Party separately warrants 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 on behalf of such Party, and each individual signing this Agreement has been duly authorized to do so on behalf of said Party.

4.5 Prohibited Interests. Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, or any parent or related entity of Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this representation and warranty, County and City shall each have the right to rescind this Agreement without liability.

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 City: City of Menifee  
Armando G. Villa, City Manager  
29683 New Hub Drive, Suite C  
Menifee, CA 92586  
Phone No. (951) 672-6777  
Fax No. (951) 679-3843

To Developer: Pulte Home Company, LLC  
Attention: Darren Warren  
Vice President, Land Acquisition  
27401 Los Altos, Suite 400  
Mission Viejo, CA 922691  
Phone No. (951) 428-4446

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time successfully 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. The 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 Construction; 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 either Party 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 Developer include all personnel, employees, and agents of Developer, except as otherwise specified in this Agreement. All references to County and City include its elected and appointed officials, Board, City Council, officers, employees, and agents 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 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,



privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

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 of the Parties under this Agreement.

4.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

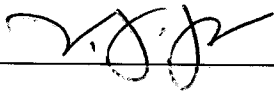
4.17 Entire Agreement. This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.

**[Signatures of Parties on Next Page]**

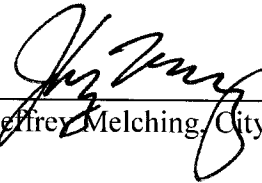
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF MENIFEE**

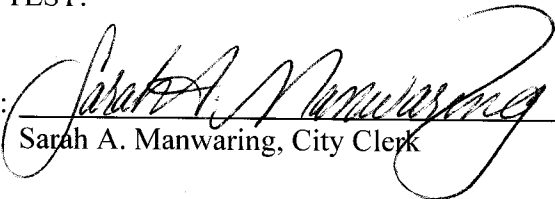
Passed on this 17 day of April, 2019

By:   
\_\_\_\_\_  
**Bill Zimmerman, Mayor**

APPROVED AS TO FORM:

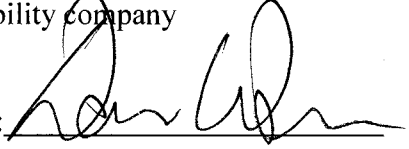
By:   
\_\_\_\_\_  
Jeffrey Melching, City Attorney

ATTEST:

By:   
\_\_\_\_\_  
Sarah A. Manwaring, City Clerk

**DEVELOPER**

Pulte Home Company, LLC, a Michigan limited liability company

By:   
\_\_\_\_\_  
Darren Warren  
Printed Name  
Vice President, Land Acquisition  
Title

## 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 Orange )

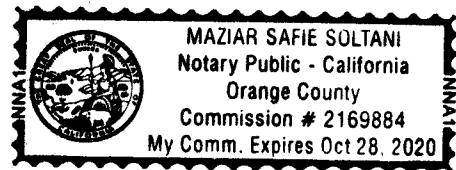
On 1/17/19 before me, Maziar Safie Soltani, Notary Public  
(insert name and title of the officer)

personally appeared Darren Warren,  
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)



**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: [Signature] *JR*

Patricia Romo  
Director of Transportation

~~Juan C. Perez~~  
~~Asst. CEO/TLMA Director~~

APPROVED AS TO FORM:

By: [Signature]

Lela Moshref-Daneesh  
County Counsel

*Deputy*

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: [Signature]

KEVIN JEFFRIES  
Chairman, County Board of Supervisors

ATTEST:

Kecia Harper  
Clerk of the Board

By: [Signature]

Deputy

**EXHIBIT "A"**

**FINAL TRACT MAP AND VICINITY MAP**

[ATTACHED BEHIND THIS PAGE]

2017-0350934  
ORIGINAL

457

SHEET 1 OF 8 SHEETS

IN THE CITY OF MENEFEE OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 28206

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 6060 RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-089494 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC. DATE OF SURVEY: JUNE, 2014

**NUMBERED LOTS = 65**  
**NET ACRES = 12415**  
**GROSS ACRES = 17,618**

**OWNERS STATEMENT:**  
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES: LOTS "A" THROUGH "H", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR STREET AND PUBLIC UTILITY PURPOSES. LOTS "A" THROUGH "J", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

**CITY ENGINEERS STATEMENT**  
I, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS IN ACCORDANCE 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 THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



**RECORDERS STATEMENT**  
FILED THIS 27th DAY OF August 2017, AT 8:26 A.M.  
IN BOOK 457 OF MAPS, AT PAGES 7-12, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF MENEFEE.  
FEE: \$20.00  
NO. 2017-0350934

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER  
BY: Deanna Jones DEPUTY  
FIRST AMERICAN TITLE COMPANY

**CITY ENGINEERS STATEMENT**  
I, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS IN ACCORDANCE 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 THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATE: 27 JULY 2017  
BY: Robert L. Wheeler IV  
DENNIS W. JANDA, P.L.S. 6589  
CITY ENGINEER, CITY OF MENEFEE

**TAX COLLECTORS CERTIFICATE:**  
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, I AM NOT AWARE OF ANY UNPAID TAXES, COUNTY, MUNICIPAL OR LOCAL ASSESSMENTS OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT DON KENT, COUNTY TAX COLLECTOR.

DATE: AUGUST 13 2017  
BY: Alexis Lopez DEPUTY  
ROBERT L. WHEELER IV, L.S. 8639  
CITY ENGINEER, CITY OF MENEFEE

**TAX BOND CERTIFICATE:**  
I HEREBY CERTIFY THAT THE SUM OF \$50,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AS GUARANTEE FOR THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE BOARD OF SUPERVISORS OF SAID COUNTY, MUNICIPAL OR LOCAL ASSESSMENTS OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT DON KENT, COUNTY TAX COLLECTOR.

DATE: AUGUST 13 2017  
BY: Alexis Lopez DEPUTY  
ROBERT L. WHEELER IV, L.S. 8639  
CITY ENGINEER, CITY OF MENEFEE

**MENEFEE CITY CLERKS CERTIFICATE**  
THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE SUBDIVISION MAP, THIS MAP IS BEING SUBMITTED FOR RECORDED FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. THE CITY COUNCIL HAS THEREFORE RESOLVED TO APPROVE THE MAP FOR RECORDED FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL HAS FURTHER RESOLVED THAT SAID MAPS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY THE CITY ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

DATE: AUGUST 13 2017  
BY: Deanna Jones  
CITY CLERK, CITY OF MENEFEE  
RIVERSIDE COUNTY, CALIFORNIA

**ABANDONMENT NOTE:**  
PURSUANT TO SECTIONS 66404 (G) AND 66498.202 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDED OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:  
THE EASEMENTS FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES TO THE TRACT, INCLUDING THE EASEMENT FOR PUBLIC UTILITY AND PUBLIC SERVICES, AS INSTRUMENT NO. 2006-089494, OFFICIAL RECORDS, SAID EASEMENT IS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF MENEFEE.

DATE: 09-08-2016  
BY: Deanna Jones  
DEAN WETTER, GENERAL MANAGER  
VALLEY-WIDE RECREATION & PARK DISTRICT

**VALLEY-WIDE RECREATION AND PARK DISTRICT CERTIFICATE OF ACCEPTANCE**  
THE BOARD OF DIRECTORS OF THE VALLEY-WIDE RECREATION AND PARK DISTRICT HEREBY ACCEPTS IN FEE TITLE LOT 64 INDICATED AS DETENTION BASINS, AS SHOWN HEREON.

DATE: 09-08-2016  
BY: Deanna Jones  
DEAN WETTER, GENERAL MANAGER  
VALLEY-WIDE RECREATION & PARK DISTRICT

**EASTERN MUNICIPAL WATER DISTRICTS ACCEPTANCE STATEMENT:**  
I HEREBY STATE THAT THE EASEMENT DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICTS, INCLUDING THE EASEMENT FOR THE EASTERN MUNICIPAL WATER DISTRICTS, AS SHOWN HEREON, HAS BEEN REVIEWED AND THE DISTRICT CONSENTS TO THE RECORDED THEREOF BY ITS ONLY AUTHORIZED OFFICER.

DATE: 09/14/16  
BY: Michelle Glynn  
SECRETARY OF THE BOARD OF DIRECTORS

**NOTARY PUBLIC ACKNOWLEDGMENT:**  
I, A NOTARY PUBLIC, ON OTHER ORDERED CONDITIONS AND CERTIFICATE APPEARS ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO HAVE BEEN IDENTIFIED BY ME AS INDICATED ON THE ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

DATE: AUGUST 13 2017  
BY: Tammy J. Lewis  
NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: JUN 12, 2021  
MY COMMISSION NO. 2156286

DATE: AUGUST 13 2017  
BY: Tammy J. Lewis  
NOTARY PUBLIC IN AND FOR SAID STATE

IP SCHEDULE "A" SEC. 11 T.S.S. R3.W. S.B.M.

2017-0350934 ORIGINAL 8

IN THE CITY OF MENIFEE OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

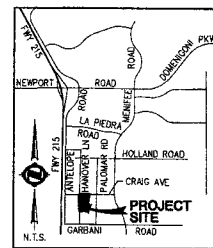
SHEET 2 OF 6 SHEETS

# TRACT NO. 28206

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 5602  
 RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-0684124, OF OFFICIAL  
 RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC. DATE OF SURVEY: JUNE, 2014

## BOUNDARY MAP



### SURVEYORS NOTES:

- INDICATES SET 1" IRON PIPE TAGGED L.S. 8639 (REV. CO. STD. "A" MON.)
- SET 1" IRON PIPE TAGGED L.S. 8639 (REV. CO. STD. "A" MON.) AT ALL REAR LOT CORNERS AND CORNER OUTBAYS, FLUSH, UNLESS OTHERWISE NOTED.
- SET LEAD, TACK & TAG, L.S. 8639 IN TOP OF CURB (REV. CO. STD. "E" MON.) IN LIEU OF FRONT LOT CORNERS ON SIDE LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM RIGHT OF WAY, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENTATION AGREEMENT FOR THIS MAP.
- ALL MONUMENTS ARE SET ACCORDING TO RIVERSIDE COUNTY ORDINANCE NO. 461.9.
- INDICATES FOUND MONUMENT AS NOTED HEREON.
- INDICATES SEARCHED FOUND NOTHING, ESTABLISHED RECORD ANGLES AND DISTANCES PER TRACT NO. 28206-1, M.B. 428/6-11.
- ▣ INDICATES SEARCHED FOUND NOTHING, ESTABLISHED RECORD ANGLES AND DISTANCES PER LOT LINE ADJUSTMENT NO. 05505, INST. NO. 2006-0684124, O.R.
- ◎ INDICATES SEARCHED FOUND NOTHING, ESTABLISHED RECORD ANGLES AND DISTANCES PER TRACT NO. 28206-1, M.B. 428/6-11.
- ▲ FOUND 1" I.P. WITH PLASTIC PLUG TAGGED "L.S. 5820" FLUSH, NO REF. ACCEPTED AS CENTERLINE INTERSECTION OF SUNGLOW RUN LANE AND COPPER TERRACE LANE PER TRACT NO. 28206-2, M.B. 433/21-26.
- FOUND 1" I.P. WITH PLASTIC PLUG TAGGED "L.S. 5820" FLUSH, NO REF. ACCEPTED AS CENTERLINE INTERSECTION OF SUNGLOW RUN LANE AND SORREL RUN COURT PER TRACT NO. 28206-2, M.B. 433/21-26.
- △ FOUND 1" I.P. WITH PLASTIC PLUG TAGGED "L.S. 5820" FLUSH, NO REF. ACCEPTED AS OUL-DE-SAC OF SORREL RUN COURT PER TRACT NO. 28206-2, M.B. 433/21-26.
- SET LEAD, TACK & TAG, L.S. 8639 IN TOP OF CURB (REV. CO. STD. "E" MON.) LOT CORNERS ON SIDE LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM RIGHT OF WAY, UNLESS OTHERWISE NOTED.

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF PALOMAR ROAD AS SHOWN ON TRACT NO. 28206-1, M.B. 428/6-11, RECORD OF RIVERSIDE COUNTY, BEING NORTH 00°52'47" EAST.

### ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF MENIFEE, IN E.C.S. BOOK 106, PAGE 036. THIS AFFECTS ALL LOTS.

### NOTES:

- DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS AND OBSTRUCTIONS.
- LOT 64 IS FOR DETENTION BASIN PURPOSES.
- LOT 65 IS FOR OPEN SPACE PURPOSES.
- LOTS "A" THROUGH "I", INCLUSIVE ARE FOR STREET PURPOSES.
- LOTS "I" AND "J" ARE FOR 1.00' BARRIER STRIP.
- GROSS AREA = 17.516 ACRES
- INDICATES ADJUTTER'S RIGHTS OF ACCESS DEDICATED HEREON

### CFD NOTE:

THIS MAP IS WITHIN THE BOUNDARY OF CFD NO. 92-1, 05-8 AND 2006-2.

### RECORD DATA NOTES:

- ( ) INDICATES RECORD DATA AS NOTED.
- [ ] INDICATES RECORD AND MEASURED DATA AS NOTED.
- R1 INDICATES TRACT NO. 28206-1, M.B. 428/6-11.
- R2 INDICATES TRACT NO. 32628, M.B. 427/18-24.
- R3 INDICATES TRACT NO. 22390, M.B. 188/29-34.
- R4 INDICATES TRACT NO. 31148, M.B. 376/14-28.
- R5 INDICATES LLA NO. 05050, INST. NO. 2006-0684124, O.R.
- R6 INDICATES TRACT NO. 26163-1, M.B. 285/83-87.
- R7 INDICATES TRACT NO. 28206-2, M.B. 433/21-26.

### COVENANTS, CONDITIONS AND RESTRICTIONS

INSTRUMENT NO.: 2017-0850935  
 RECORDED: 8/24/17

LINE TABLE - THIS SHEET ONLY

LINE	BEARING	LENGTH
L1	N89°07'13"W	(112.28' R3)
L2	N82°40'50"E	(60.13' R5)
L3	N89°07'13"W	(397.56' R6)
L4	N00°52'47"E	(272.21' R2)
L5	N57°24'36"E	(22.05' R5)
L6	N89°07'13"W	(85.98' R5)
L7	N00°52'47"E	(268.00' R5)
L8	N89°07'13"W	(110.31' R5)
L9	N00°52'47"E	(50.71' R5)
L10	N25°18'04"E	(60.94' R5)
L11	N33°27'03"E	(84.55' R5)
L12	N22°18'58"E	(66.62' R5)
L13	N23°21'27"E	(11.66' R5)
L14	N07°16'13"E	(40.49' R5)
L15	N5°07'44"W	(85.70' R5)
L16	N29°10'08"E	(130.03' R5)
L17	N20°45'37"E	(181.81' R5)
L18	N00°30'28"E	(30.00' R5)
L19	N89°07'13"W	(163.97' R7)
L20	N15°24'24"W	(76.28' R1)
L21	N71°45'38"E	(88.54' R1)
L22	N89°07'13"W	(235.14' R1)

CURVE TABLE - THIS SHEET ONLY

CURVE	DEG/TA	RADIUS	LENGTH
C1	87°24'32"	300.00	44.03' R5
C2	31°27'14"	300.00	164.69' R7
C3	35°13'01"	400.00	246.86' R7
C4	14°05'48"	400.00	98.53' CALC PER R7
C5	27°08'02"	400.00	147.33' CALC FROM R1 & R7
C6	21°02'56"	330.00	121.23' CALC PER R1
C7	17°17'11"	300.00	90.51' R1
C8	18°07'09"	300.00	100.11' R1
C9	19°07'09"	300.00	100.11' R1

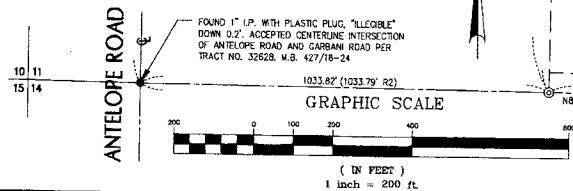
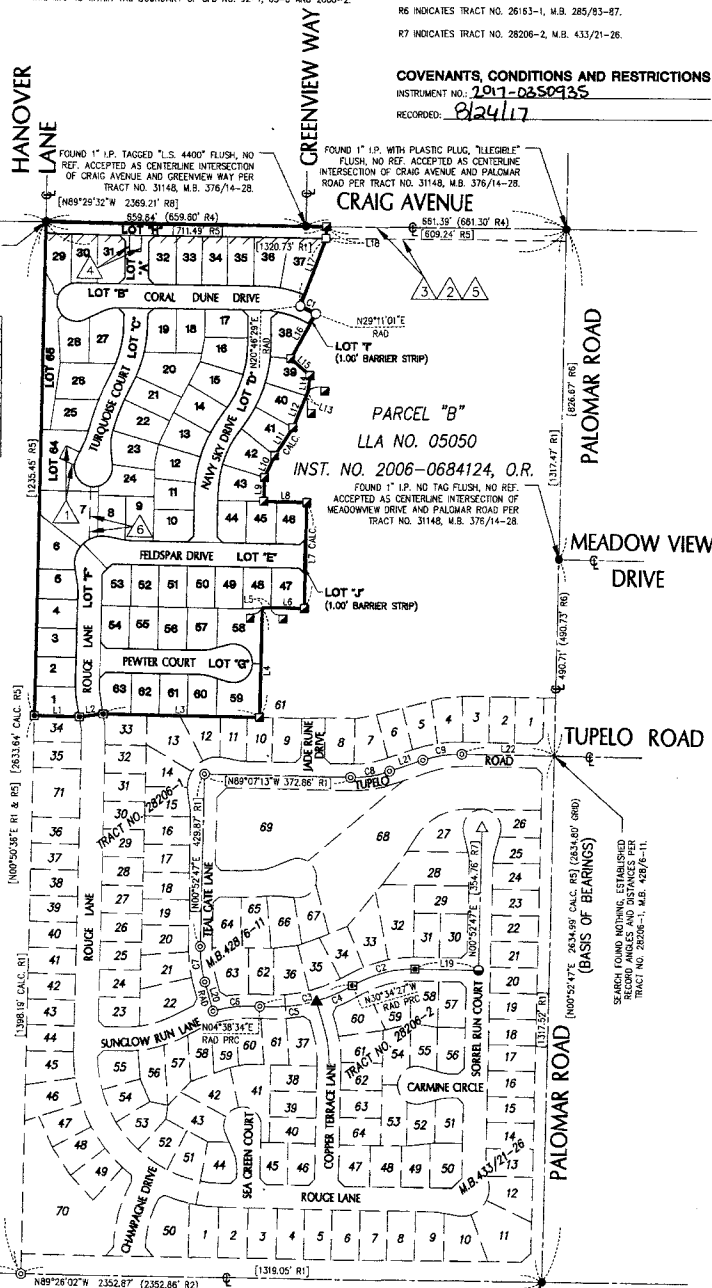
TRACT NO. 32628  
 M.B. 427/18-24



CONVERGENCE ANGLE  
 $\theta = -00°30'05.13"$   
 N. 2,184,000.00  
 E. 6,284,000.00

### EASEMENT NOTES:

1. INDICATES AN EASEMENT FOR DRAINAGE PURPOSES DEDICATED HEREON TO THE CITY OF MENIFEE.
  2. INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A MUNICIPAL WATER DISTRICT RECORDED SEPTEMBER 20, 1999 AS INSTRUMENT NO. 1999-419424, OF OFFICIAL RECORDS.
  3. INDICATES AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION RECORDED FEBRUARY 23, 2005 AS INSTRUMENT NO. 2005-0143337, OF OFFICIAL RECORDS.
  4. INDICATES AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION RECORDED FEBRUARY 23, 2005 AS INSTRUMENT NO. 2005-0143338, OF OFFICIAL RECORDS.
  5. INDICATES AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF GIE CALIFORNIA INCORPORATED, A CORPORATION RECORDED MARCH 13, 2000 AS INSTRUMENT NO. 2000-91503, OF OFFICIAL RECORDS.
  6. INDICATES AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES DEDICATED HEREON TO THE EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS.
- AN EASEMENT FOR STREET AND DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF RYLAND HOMES OF CALIFORNIA, INC., A DELAWARE CORPORATION RECORDED DECEMBER 20, 2004 AS INST. NO. 2004-1006354, O.R. (NOT PLOTTABLE)
- AN EASEMENT FOR STREET AND DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF RYLAND HOMES OF CALIFORNIA, INC., A DELAWARE CORPORATION RECORDED JANUARY 24, 2005 AS INST. NO. 2005-0062916, O.R. (NOT PLOTTABLE)
- AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 5, 2007 AS INSTRUMENT NO. 2007-0564448, OF OFFICIAL RECORDS ABANDONED HEREON.



2017-0350934  
ORIGINAL  
457  
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IN THE CITY OF MENIFEE OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 8 SHEETS

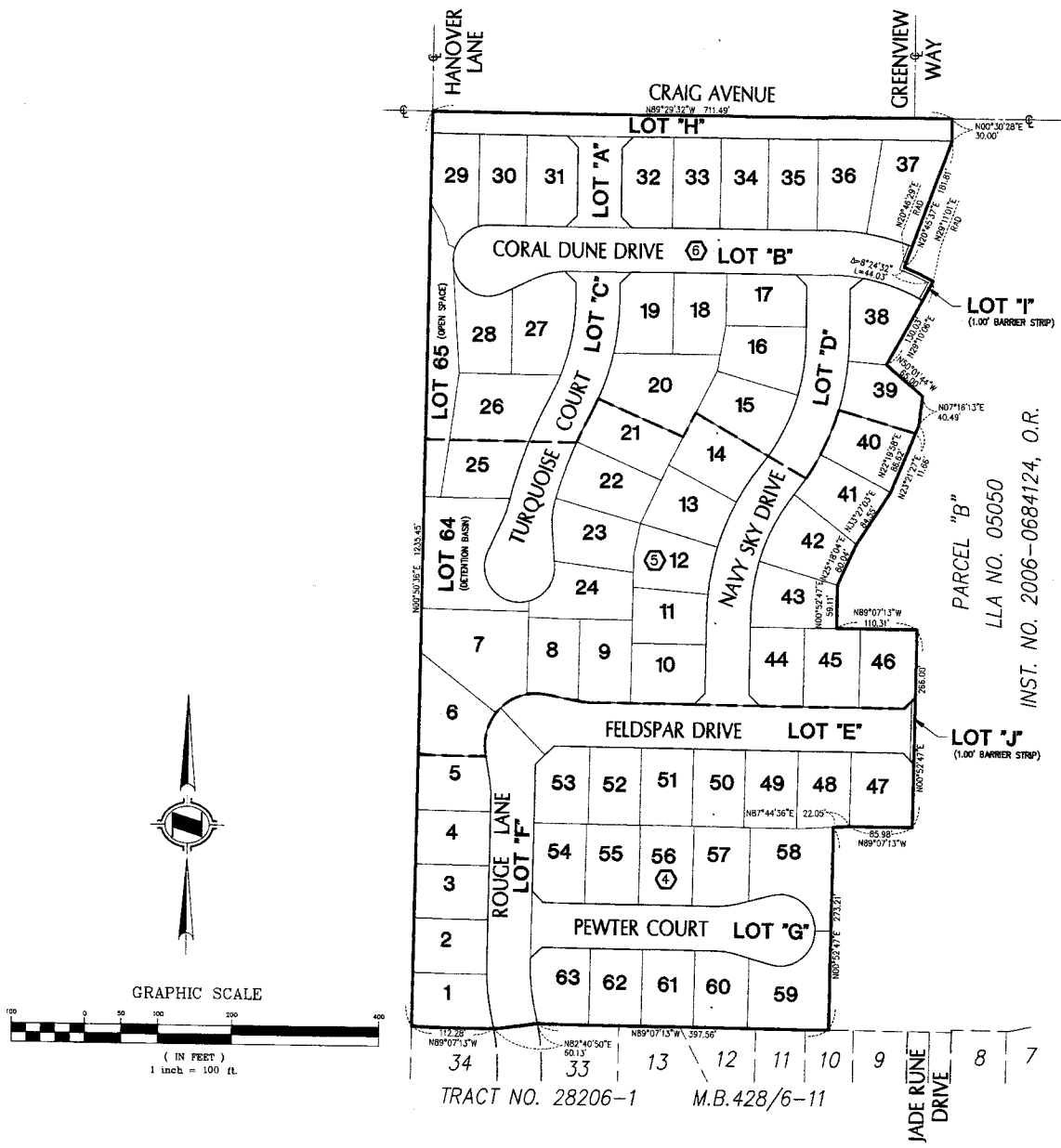
# TRACT NO. 28206

BEING A SUBDIVISION OF PARCEL 'A' OF LOT LINE ADJUSTMENT NO. 6050  
RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-0684124, OF OFFICIAL  
RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC. DATE OF SURVEY: APRIL, 2014

## SHEET INDEX MAP

④ INDICATES SHEET NUMBER



TRACT NO. 28206-1 M.B.428/6-11



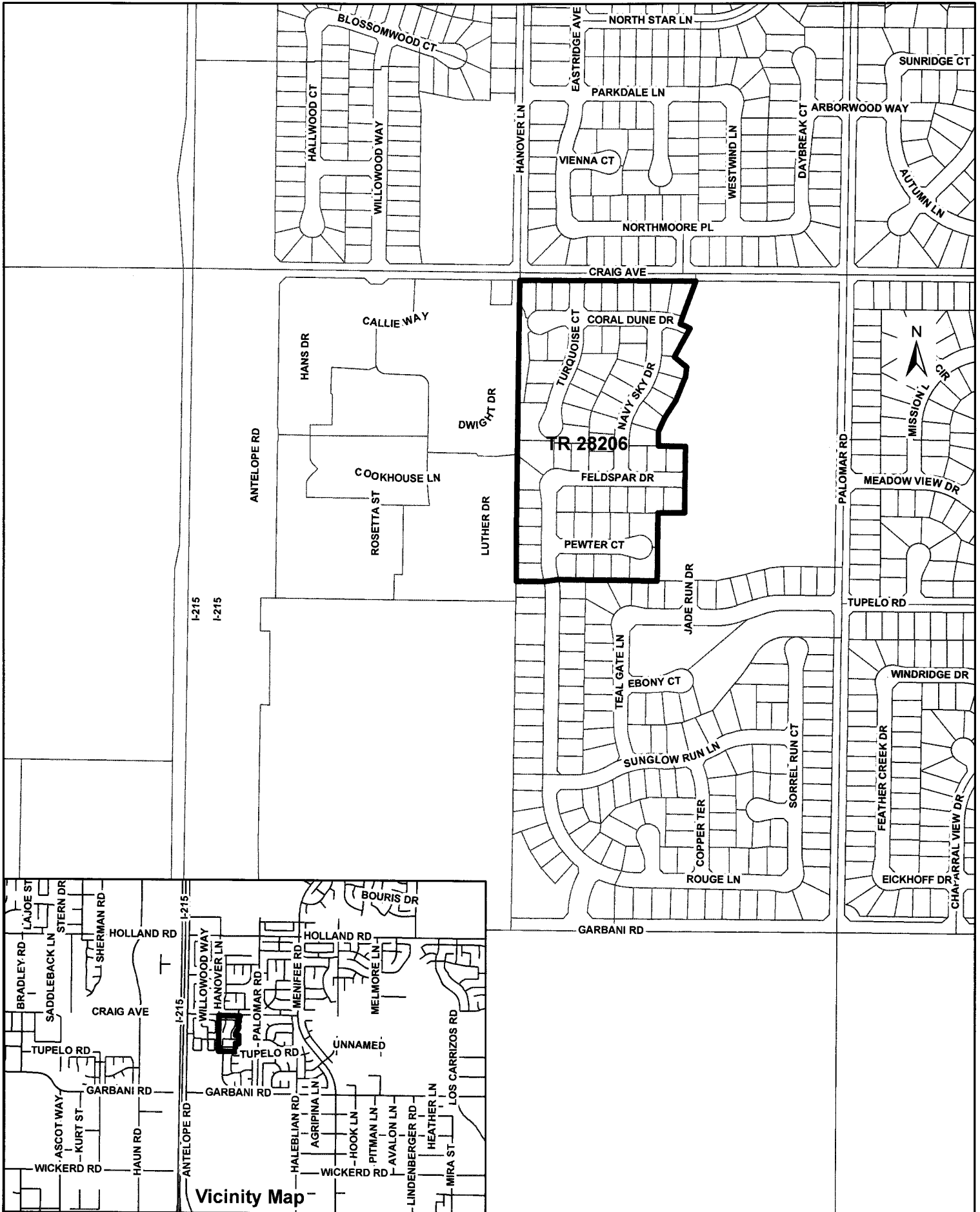
0 250 500 1,000 Feet

1 inch = 500 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 5/2/2019

# Vicinity Map Tract No. 28206

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Vicinity Map