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



ITEM: 3.32 (ID # 12095) MEETING DATE: Tuesday, May 05, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Newport Road Community Facilities District No.
03-1 Transportation Uniform Mitigation Fee Improvement Credit Agreement
between Forestar (USA) Real Estate Group Inc. and the County of Riverside
associated with Tract No. 31892, District 3. [\$0]

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

 Approve the Newport Road Community Facilities District No. 03-1 Transportation Uniform Mitigation Fee Improvement Credit Agreement between Forestar (USA) Real Estate Group Inc. and the County of Riverside associated with Tract No. 31892 and authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the County.

**ACTION:Policy** 

Patricia Romo, Director of Transportation 4/2/2020

### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

May 5, 2020

XC:

Transp.

2

Kecja R. Harper

Clerk of the Board

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

FINANCIAL DATA	Current F	iscal Year:	Next Fis	cal Year:	То	tal Cost:	Ongoi	ng Cost
COST	\$	0	\$	0	\$	0	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS			d 100%.	No Gener	al	Budget Adj	ustment:	No
Funds will be used on t	inis proje	Cl.						

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

## Summary

Forestar (USA) Real Estate Group Inc. owns Tract No. 31892 consisting of 376 single family-residential units (Property). The Property is located within the boundaries of the Newport Road Community Facilities District No. 03-1 (Newport Road CFD), which is administered by the County of Riverside (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 Transportation Uniform Mitigation Fee (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.

## Impact on Residents and Businesses

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
TUMF Agreement

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

Jason Farin, Senior Management Analyst 4/28/2020 Gregory V. Priantos, Director County Counsel 4/22/2020

<u>Jeila Moshref-Danesh</u>
Leila Moshref-Danesh

4/21/2020 Shellie Clack

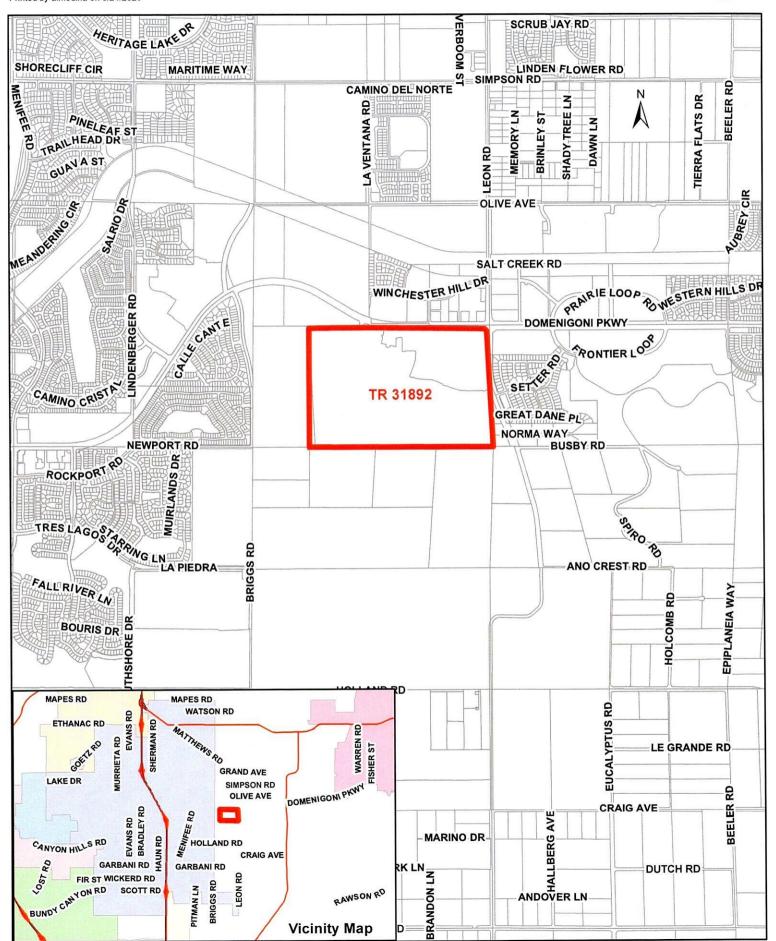
4/22/2020

) 1,050 2,100 4,200

1 inch = 2,083 feet
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 3/24/2020

Vicinity Map Tract No. 31892 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 often sources should be queried for the most current information. Do not copy or resell this map.





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

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this 500 day of 000 000, 2020, by and between the County of Riverside (the "County") and Forestar (USA) Real Estate Group Inc., a Delaware 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. 31892, for which a Final Map was recorded on February 6, 2020, as Instrument No. 2020-0058006 (or approved Tract No. 31892) (the "Property") and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the property consists of 376 single-family residential units;

WHEREAS, the Property 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 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 Property is 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 <u>Incorporation of Recitals</u>: 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 <u>Construction of Improvements</u>: 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 <u>TUMF Credits</u>: 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 <u>TUMF Excess Payment</u>: 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 <u>Assignment</u>: 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 Property (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 Property. 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 Property 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 <u>Relationship between the Parties</u>: 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 <u>Indemnification</u>: 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 CFD 03-1 (Newport Road CFD)

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 <u>Warranty as to Property Ownership; Authority to Enter Agreement:</u> 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 <u>Notices</u>: 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: Forestar (USA) Real Estate Group Inc.

c/o D.R. Horton

Attention: Jennifer O'Leary 2880 Wardlow Circle Suite 100

Corona, CA 92880

Phone No. (951) 739-5460 Fax No. (800) 975-4461

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 <u>Cooperation; Further Acts</u>: 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 <u>Interpretation; References; Captions</u>: 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 <u>Amendments</u>: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.
- 4.10 <u>Waivers</u>: 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 <u>Binding Effect</u>: 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 <u>Third Party Beneficiaries</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.13 <u>Invalidity</u>: 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 <u>Attorneys' Fees</u>: 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 CFD 03-1 (Newport Road CFD)
  TUMF Improvement Credit Agreement

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 <u>Counterparts</u>: 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	DEVELOPER
RECOMMENDED FOR APPROVAL:	Forestar (USA) Real Estate Group Inc., a Delaware corporation
By: Patricia Romo Director of Transportation  APPROVED AS TO FORM: GREGORY PRIAMOS  By: Leila Moshref-Danesh	By: Thomas H. Burleson Printed Name Senior Vice President Title
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:  By:   V. MANUEL PEREZ Chairman, County Board of Supervisors	
ATTEST: Kecia Harper Clerk of the Board  By:	

Delaware corporation Thomas H. Burleson
Printed Name Senior Vice President

Deputy

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

COUNTY OF RIVERSIDE	<u>DEVELOPER</u>
By: Patricia Romo Director of Transportation	Forestar (USA) Real Estate Group Inc Delaware corporation  By: Howas H. Burleson  Printed Name
APPROVED AS TO FORM:	Senior Vice President Title
By: County Counsel  APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:	
Ву:	
Chairman, County Board of Supervisors	
ATTEST: Kecia Harper Clerk of the Board	
Ву:	
Deputy	

## NOTARY ACKNOWLDEGMENT

State of Texas

County of Tarrant

This instrument was acknowledged before me on \( \text{\text{USA}} \) Real Estate Group Inc. a Delaware corporation, on behalf of said corporation.

Kristin Worthington, Notary Public

My Commission expires: 02/22/023

## **EXHIBIT "A"**

## FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

#### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIMISION 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 "T" INCLUSIVE, THE DEDICATION IS FOR STREET AND PUBLIC UTILITY

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LYING WITHIN LOT 238 AS SHOWN HEREON. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF DOMENGONI PARKWAY AND LEON ROAD. THE OWNERS OF LOTS 27 THROUGH 40, INCLUSING, 85, 86, 382, 383, 384 AND 391 ABUTING THESE HIGHWAYS AND DURING SUCH THE WILL LIAVE, ON ROGHIS OF ACCESS EXCEPT THE ORDERAL EXCENT 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 VACATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; ABUTTER'S RICHTS OF ACCESS ALONG DOMENICON PARKWAY AND LEON ROAD. THE OWNERS OF LOTS 381, 382 AND 391 AUTHING HIS HORMAY AND DURING SUCH TIME WILL LAYER OR RIGHTS OF ACCESS EXCEPT THE CENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALLONAUM OR MOTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATION.

WE HEREBY RETAIN LOTS 389, 383, 392 AND 393 FOR OPDN SPACE AND LANDSCAPE PURPOSES, FOR PRIMARE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT LIMP.

WE HEREBY RETAIN LOTS 385, 386, 387, 388, 389 AND 390 FOR DEBRIS BASIN PURPOSES, FOR PRIMATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 134 AND 145 FOR OPEN SPACE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 238 FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT

WE HEREBY DEDICATE TO THE COUNTY OF RIVERSIDE LOT "U", A ONE (1) FOOT BARRIER STRIP FOR ROAD

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING OVER ALL OF LOT 384 AND LYING WITHIN LOTS 385, 386, 387, 388, 389 AND 390 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE BOLL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES ACCESS BESERVETS UNIFO CYTE ALL OF LOTS, 344, 538, 348, 378, 388, 398 AND 300 AS SHOWN HERDOX IN EDEDCATON IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE HEREBY DEDICATE TO THE PUBLIC THE INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICLES OVER LOT 393 AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENTS OVER ALL OF LOTS 333 AND 392 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: ALL OF LOTS 381, 382, 384 AND 391 FOR OPEN SPACE, LANDSCAPE MAINTENANCE AND DRAINAGE MAINTENANCE IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR LANDSCAPE MAINTENANCE PURPOSES: ALL OF LOT 383 IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR SLOPE AND LANDSCAPE MAINTENANCE PURPOSES: ALL WITHIN LOTS 1, 241, 242 AND 291, IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT AS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR SLOPE, LANDSCAPE MAINTENANCE AND DRAINAGE MAINTENANCE PURPOSES: ALL WITHIN LOTS 88 THROUGH 99 INCLUSINE, IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT AS SHOWN HERRON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR LANDSCAPE MAINTENANCE PURPOSES: ALL WITHIN LOT 85, IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT AS SHOWN

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

THOMAS H Burleson

THOMAS H. BURLESON SENIOR VICE PRESIDENT

BENEFICIARY:

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF LOT LINE ADJUSTMENT NO. 4890. RECORDED JUNE 28, 2005 AS INSTRUMENT NO. 2005-0509256, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CAUFORNIA, TOGETHER WITH A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 84, AT PAGE 27, RECORDS OF SAID COUNTY.

CASC ENGINEERING

SEPTEMBER 2018

#### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONTRIBUNCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL GROWNARCE AT THE REQUISE OF ON EXPENSED FOR 100.18 HORE MAY TAKE THAT THAT ALL BE SET IN ACCORDANCE TO THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE RESIDENCY OF THE MAP AND THAT THE WORMHOTTS ARE, OR WILL BE, SUFFICIENT TO BHABLE HE SURVIVEY TO BE THE MAP AND THAT THE WORMHOTTS ARE, OR WILL BE, SUFFICIENT TO BHABLE HE SURVEY! OF REFERENCE, AND THAT THE WORMHOTTS ARE, OR SUBSTANTIALLY CONFIDENCE OF THE CONTRIBUTE AND THE SURVEY TO STREET AND THE SURVEY STREET S



#### ABANDONMENT NOTE:

PURSUANT TO SECTION 66434 AND 66499.20.2 OF SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

A PORTION OF ROAD DEDICATION PER ROAD RECORD, RECORDED DECEMBER 08, 1896, IN BOOK 1, PAGE 77, RECORDS OF THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, LYING WITHIN THE

A PORTION OF DECLARATION OF DEDICATION FOR PUBLIC ROAD, PUBLIC 'JTLITY AND PUBLIC SERVICES RECORDED DECEMBER 29, 1978, AS INSTRUMENT NO. 273986, O.R. LY., G WITHIN TRACT BOUNDARY.

AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR SLOPE AND INCIDENTAL PURPOSES, REC. 02/11/2004 AS INST. NO. 2004-0098832, O.R. LYING WITHIN TRACT BOUNDARY.

AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE AND INCIDENTAL PURPOSES, REC. 02/11/2004 AS INST. NO. 2004-0098833, O.R. LYING WITHIN TRACT BOUNDARY.

#### NOTICE OF DRAINAGE FEES:

NOTICE IS HEREDY ONEN THAT THES PROPERTY IS LOCATED IN THE SAIL CREEK CHANNEL, MONCHASTER/MOSTH LEMELT AREA DRANGE PLAN WHICH MAS ADOPTED BY THE BOARD OF SUPERNSORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF CORDINACE 460 AND SECTION 69.85, IT SEQ, OF THE COMERNMENT COCE AND THAT SAID PROPERTY IS SUBJECT TO SECTION 69.85, IT SEQ, OF THE COMERNMENT COCE AND THAT SAID PROPERTY IS SUBJECT TO SECTION 69.85.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE NOTICE IS FURTHER OVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PATMENT OF THE DRAMAGE FEES SHALL BE PAID WITH CASHER'S CHECK OR MONEY ORDER OLLY TO THE ROMERSON COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRAINING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER COUNTS RIFEST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF SISSUANCE OF ETHER THE GRAINING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN FETCH AT THE TIME OF ISSUANCE OF THE ACTUAL PRIMIT.

#### VALLEY-WIDE RECREATION AND PARK DISTRICT'S STATEMENT:

VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.

DATED: 11-14-19 Den Wen =

PALED THIS (PT.) DAY OF TED CULARY 2020
AT 11:30 AN IN BOOK 113 OF THE STATE PALES 1-11 AT THE REQUEST OF THE CLERK OF THE BOARD.

PER 10 1.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER BY: UN GO

DEPUTY SUBDIMSION GUARANTEE BY: CHICAGO TITLE COMPANY

#### COUNTY SURVEYOR'S STATEMENT:

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIMISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERMISION AND FOUND TO BE SUBSTANDALLY THE SAME AS IT APPEARED ON THE ETMATINE MAP OF TRACE TO, 31892 AS FILED AMENDED, AND APPROVED BY THE BOARD OF SUPERMISSOS ON NOVEMBER 30, 2004, THE EXPRATION DATE BEING, MOVEMBER 30, 2004, AND THAT I AN ATSINED THIS MAP IS TECHNICALLY CORRECT.

1 DAVID L. MCMILLAN, COUNTY SURVEYOR L.S. 8488 EXPIRES 12/31/2020

DATED: 12-23, 2019.

#### TAX COLLECTOR'S CERTIFICATE:

HEREIT CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIDEN CANNET THE PROPERTY SHOWN ON THE WITHIN MAP FOR HUNARD STATE, COUNTY, MUNICIPAL, FOR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, BOARD AS THE STATE OF TH

DATE JUNE THE 2020 JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: ( Store Maphone DEPUTY

#### TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$150,000 PM. HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERMSORS OF THE COUNTY OF REVERSIOE, CAUSTINA, CONDITIONED UPON THE FPAYMENT OF ALL TAXES, STREE, COUNTY, MUNICIPAL OR I LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER AREA LEIN AGAINST SAUD PROPERTY BUT NOT YET PAYABLE AND SAUD SOND OWN THE BEND DULY APPROVED BY SAUD BOARD OF SUPERMSORS.

DATED 14. 2020

CASH OR SURETY BOND JON CHRISTENSEN, DATED: Of home haghord DEPUTY

#### BOARD OF SUPERVISOR'S STATEMENT:

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY IT'S BOARD OF SUPERMISOR'S, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "THROUGH" THROUGH STATE OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO MPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS, THE OFFER OF DEDICATION LIVEN WHITHIN 107 JUST IS HEREBY MOT ACCEPTED.

THE OFFER OF DEDICATION MADE HEREON OF ABUTTERS RIGHTS OF ACCESS ALONG DOMENIGONI PARKWAY AND LEON ROAD ARE HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICLES OVER LOT 393 AS SHOWN HEREON IS HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAWAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAWAGE FACELITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBSECT TO MIRROYLEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS, FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES. ARE HEREBY ACCEPTED.

DATED: 01-07- 2020

KECIA HARPER

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S

M. 1/2

BY: Sue modarell DEPUTY

D.R. HORTON LDC AMELIES HOLDING COMPANY, A CALIFORNIA CORPORATION, BENEFICIARY UNIDER
A DEED THOS RECORDED ON SEPTEMBER 21, 2018 AS INSTRUMENT NO. 2018—0379670,
OF POTENT HOCKES,
BABARA M. MURAKAMI
BABARA M. MURAKAMI
SENIFET, O'LEARY JENNIFET O'LEARY ASSISTANT SECRETARY

NOTE:

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS.

I.P. # 050164

SEC. 31, T5S, R2W.

SCHEDULE "A"

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

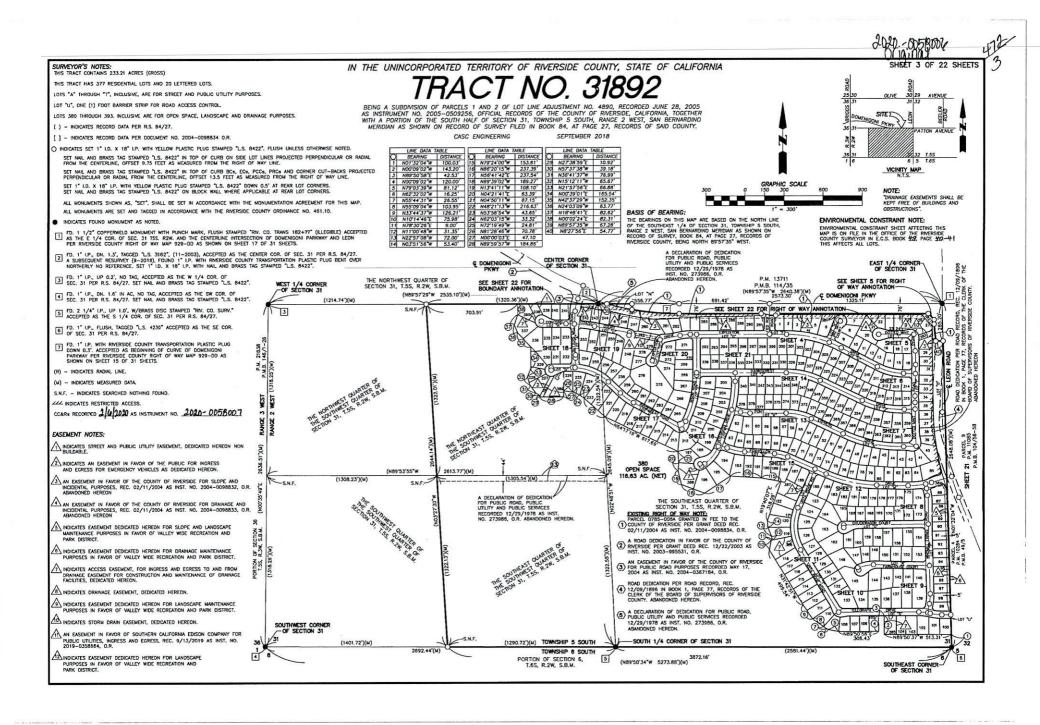
TRACT NO. 31892

BEING A SUBDIMISION OF PARCELS 1 AND 2 OF LOT LINE ADJUSTMENT NO. 4890, RECORDED JUNE 28, 2005
AS INSTRUMENT NO. 2005–0509256, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, TOGETHER
WITH A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO
MERIDIAN AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 84, AT PAGE 27, RECORDS OF SAID COUNTY.

CASC ENGINEERING

SEPTEMBER 2018

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.	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE I ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALUITY OF THAT DOCUMENT
NOTARY ACKNOWLEDGMENT:	
STATE OF CALIFORNIA )SS. COUNTY OF KINGSIGE	NOTARY ACKNOWLEDGMENT:
COUNTY OF KINESIGC	STATE OFSS.
ON October 29 . 20 19 BEFORE ME, Angelyn Hale, Notary Aublic	And the state of t
	ON
PERSONALLY APPEARED BARBARA M. MURAKAMI 4 STINIER LO LO AMBOR NALVES DE COME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONALS)	PERSONALLY APPEARED
	WHO PROVED TO ME ON THE BASIS OF SATISFACTORY STATISFACTORY
CAPACITY(IS) AND THAT BY	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
	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	CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
	OF THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.	WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE AND NOLL (SEAL)	SIGNATURE(SEAL)
SIGNATURE XMATTIN NOL (SEAL) MY COMMISSION EXPIRES MATCH B. 2022	MY COMMISSION EXPIRES(SEAL)
MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY	
MY COM 15 SION NUMBER 2232 976	MY PRINCIPAL PLACE OF BUSINESS IS INCOUNTY
EXPIRES MARCH 8, 2022	MY COMMISSION NUMBER
	EXPIRES
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.	A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED. AND NOT THE TRITIFIED REPORTS.
	ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
NOTARY ACKNOWLEDGMENT:	News and a second secon
STATE OF TELOS )SS.	NOTARY ACKNOWLEDGMENT:
	STATE OFSS.
ON DETOGER 31 2019 BEFORE ME, Kristin Worthington, Notay Public	· · · · · · · · · · · · · · · · · · ·
	ON, 20 BEFORE ME,
PERSONALLY APPENEED THOMAS H. Runkson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE ATHE PERSON(S) WHOSE PAUL (S) US (APPENEEDS OF SATISFACTORY EVIDENCE TO BE ATHE PERSON(S)	PERSONALLY APPEARED
	WHO PROVED TO ME ON THE BASIS OF SATISFACTORY STATES
CAPACITY(IES). AND THAT BY HIS HER THEIR SIGNATURE CONTROL OF THEIR AUTHORIZED	TO ME THAT HE SHE THEY SECRET DIE WITHIN INSTRUMENT AND ACKNOWLEDGED
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.	
THE MOTIONERI.	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 TRUE.  THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
WITNESS MY HAND AND OFFICIAL SEAL.	OF THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
VIAMA	MTNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE (SEAL)	SIGNATURE (SEAL)
MY COMMISSION EXPIRES _2. 12. 23	MY COMMISSION EXPIRES
MY PRINCIPAL PLACE OF BUSINESS IS INCOUNTY	MY PRINCIPAL PLACE OF BUSINESS IS INCOUNTY
MY COMMISSION NUMBER 131912 730	MY COMMISSION NUMBERCOUNTY
EXPIRES 1:11:13	
	EXPIRES



1,050 2,100 4,200

1 inch = 2,083 feet
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 3/24/2020

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