

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



**ITEM: 3.22
(ID # 13470)**

MEETING DATE:

Tuesday, October 20, 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 Lennar Homes of California, Inc., and the County of Riverside associated with Tract No. 31141, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Newport Road Community Facilities District No. 03-1 Transportation Uniform Mitigation Fee Improvement Credit Agreement between Lennar Homes of California, Inc., and the County of Riverside associated with Tract No. 31141; and
2. Authorize the Chairman to execute the same.

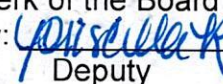
ACTION:Policy


Patricia Romo, Director of Transportation 9/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: October 20, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer funded 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lennar Homes of California, Inc. (Developer) owns Tract No. 31141 consisting of 62 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.

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

TUMF Agreement

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



Jason Farin, Principal Management Analyst 10/13/2020



Gregory J. Priamos, Director County Counsel 10/13/2020



Leila Moshref-Danesh 10/13/2020

**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 20TH day of October, 2020, by and between the County of Riverside (the "County") and Lennar Homes of California, Inc., (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. 31141, for which a Final Map was recorded on November 29, 2017, as Instrument No. 2017-0499292 (*or approved Tract No. 31141*) (the "Property") and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Tract No. 31141 consists of 62 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 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 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 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: Riverside County Transportation Department
Alvin Medina, Administrative Services Officer
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6527
Fax No. (951) 955-0049

To Developer: Lennar Homes of California, Inc.
Attention: Geoff Smith
980 Montecito Drive #206
Corona, CA 92879
Phone No. 951-817-3517
Fax No. 951-817-3650

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

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

4.8 Interpretation; References; Captions: It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the

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

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

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

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

4.12 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, each Party shall be responsible for their own attorney's fees.


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]

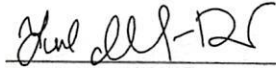
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

By: 
Leila Moshref-Danesh
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
Chairman, County Board of Supervisors

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

DEVELOPER


Lennar Homes of California, Inc., a California corporation

By: 
Geoff Smith
Vice President

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: _____
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: _____
Chairman, County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

DEVELOPER

Lennar Homes of California, Inc., a California corporation

By: 

Geoff Smith
Vice President

California All-Purpose Certificate of Acknowledgment

CIVIL CODE 1189

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 September 1, 2020 before me, Beth Bruley, Notary Public,
personally appeared Geoff Smith

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 Beth Bruley



(Seal)

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

TRACT NO. 31141

BEING A SUBDIVISION OF PARCEL 3 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5366, AS EVIDENCED BY DOCUMENT RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-012217 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS MARCH, 2016

RECORDER'S STATEMENT

FILED THIS 29th DAY OF October 2017 AT 10:29 AM IN BOOK 459 OF MAPS AT PAGES 118-72 AT THE REQUEST OF THE CLERK OF THE BOARD. NO. 2017-0149-292 FEE \$19.00

PETER ALDANA
ASSESSOR - COUNTY CLERK - RECORDER
BY: Luina
DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREIN; 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 "G", INCLUSIVE. THE DEDICATION IS FOR PUBLIC STREET AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS RIGHTS OF ACCESS ALONG DOMENICONI PARKWAY, THE OWNERS OF LOTS 1 THROUGH 3 INCLUSIVE AND LOT 63, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING OVER ALL OF LOTS 65 AND 66, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS WITHIN LOTS 63 AND 64, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL OF LOT 63 INDICATED AS "WATER QUALITY BASIN", AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT 64 AS SHOWN HEREON. THE DEDICATION IS FOR ACCESS & NATURAL OPEN SPACE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LYING WITHIN LOTS 1 THROUGH 3, INCLUSIVE, LOT 64, AND ALL OF LOTS 63, 65 AND 66 AS SHOWN HEREON. THE DEDICATION IS FOR ACCESS, OPEN SPACE, SLOPE & LANDSCAPE MAINTENANCE PURPOSES IN FAVOR OF VALLEY WIDE RECREATION AND PARK DISTRICT.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: AS SHOWN HEREON, LOTS 63 THROUGH 66 INCLUSIVE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

OWNER'S

SR CONESTOGA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: David C. Michalek
MANAGER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SR CONESTOGA, LLC, ON MAY 21, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: SEPTEMBER 19 2017

Matthew E. Webb
MATTHEW E. WEBB, L.S. 5529



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31141 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON 03-29-2005, THE EXPIRATION DATE BEING 03-29-17, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 10-25 2017

David McMillan
DAVID McMILLAN, COUNTY SURVEYOR
L.S. 8488, EXPIRES 12-31-2018



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "G", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG DOMENICONI PARKWAY.

THE EASEMENT FOR WATER QUALITY AND INSPECTION PURPOSES IS HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON FOR THE DRAINAGE EASEMENT(S) LYING OVER ALL OF LOTS 65 & 66, AND WITHIN LOTS 63 & 64 ARE HEREBY ACCEPTED FOR CONSTRUCTION, MAINTENANCE AND INSPECTION OF DRAINAGE FACILITIES, AND AS PART OF THE MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION MADE HEREON FOR ACCESS & OPEN SPACE MAINTENANCE IS HEREBY ACCEPTED.

DATED: 11/14 2017

COUNTY OF RIVERSIDE STATE OF CALIFORNIA

BY: John Christensen
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-HEM
CLERK OF THE BOARD OF SUPERVISORS

BY: Sue Maxwell
DEPUTY

NOTARY ACKNOWLEDGEMENT

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 San Diego)

ON September 25 2017, BEFORE ME Denise Rogelia Davila, Notary Public PERSONALLY APPEARED David C. Michalek PERSONALLY 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), 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: Denise Rogelia Davila
NOTARY PUBLIC IN AND FOR SAID STATE

NAME: Denise Rogelia Davila

MY COMMISSION EXPIRES October 13, 2019



NOTARY ACKNOWLEDGEMENT

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 _____)

ON _____ 2017, BEFORE ME _____ PERSONALLY APPEARED _____ PERSONALLY 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), 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 _____
NOTARY PUBLIC IN AND FOR SAID STATE

NAME _____

MY COMMISSION EXPIRES _____

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR ACCESS, OPEN SPACE, SLOPE & LANDSCAPE MAINTENANCE PURPOSES.

DATED: 10-2-17

VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA

BY: Dean Witter
DEAN WITTER, GENERAL MANAGER

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66489.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDBATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR STREET AND PUBLIC UTILITY, 30 FEET IN WIDTH PURPOSES GRANTED TO RIVERSIDE COUNTY DEDICATED ON PARCEL MAP 16456, RECORDED IN BOOK 111, PAGE 36 OF PARCEL MAPS, OFFICIAL RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP.

AN EASEMENT FOR PERPETUAL SLOPE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 10, 2004 AS INSTRUMENT NO. 2004-0446151, O.R.

AN EASEMENT FOR PERPETUAL DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 10, 2004 AS INSTRUMENT NO. 2004-0446152, O.R.

AN EASEMENT FOR PERPETUAL DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 2003-998480, O.R. LYING WITHIN THE BOUNDARY OF THIS FINAL MAP.

AN EASEMENT FOR SLOPE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 2003-998479 O.R., LYING WITHIN THE BOUNDARY OF THIS FINAL MAP.

AN EASEMENT FOR ANY EXISTING PUBLIC UTILITIES, PUBLIC SERVICE FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 24, 2008 AS INSTRUMENT NO. 2008-0669748, O.R.

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 REAL PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT AS TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATED October 17 2017

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: Chace Korthof DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON 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 COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED _____ 2017

CASH OR SURETY BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

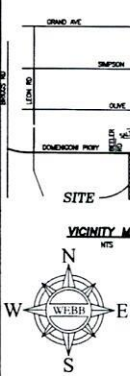
NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL/MINCHESTER/NORTH HEMET AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

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

TRACT NO. 31141

BEING A SUBDIVISION OF PARCEL 3 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 5366, AS EVIDENCED BY DOCUMENT RECORDED MARCH 17, 2010 AS INSTRUMENT NO. 2010-0122217 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M. ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2016

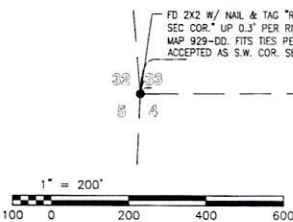


SURVEYOR'S NOTES

- THE BASIS OF BEARINGS IS THE CENTERLINE OF DOMENIGON PARKWAY BEING N65°02'24"E AS SHOWN ON R.V. CO. R/W MAP 929-DD AND TR. 31632 MB 452/24-31 RECORDS OF RIVERSIDE COUNTY.
- INDICATES SET 1" I.P. WITH PLASTIC PLUG, STAMPED LS 5529, FLUSH
- INDICATES FOUND MONUMENTS PER TRACT NO. 31633 MB 459/60-67 UNLESS OTHERWISE NOTED.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS AND ENCROACHMENTS.
- () INDICATES RECORD AND MEASURED OR CALCULATED DATA PER LOT LINE ADJUSTMENT 5366, INST. # 2010-0122217 O.R., REC. 03/17/2010, UNLESS OTHERWISE NOTED
- < > INDICATES RECORD OR CALCULATED DATA PER P.M. 111/36.
- [] INDICATES RECORD OR CALCULATED GROUND DATA PER R.V. CO. R/W MAP 929-DD.
- (()) INDICATES RECORD OR CALCULATED DATA PER PM 203/99-102.
- [] INDICATES RECORD AND MEASURED DATA PER TRACT 31633 MB 459/60-67
- INDICATES RESTRICTED VEHICULAR ACCESS.
- TRACT CONTAINS 38.97 GROSS ACRES
- ALL SET MONUMENTS SHALL BE PER RIVERSIDE COUNTY ORDINANCE 461 SECTION 21.
- SET 1" I.P. WITH PLASTIC PLUG STAMPED LS 5529, FLUSH, AT ALL REAR LOT CORNERS AND ANGLE POINTS.
- SET NAIL AND TAG LS 5529 ON TOP OF REAR BLOCK WALL IN LIEU OF 1" I.P. AT REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST.
- SET STEEL PIN AND TAG LS 5529 ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED 9.75' FROM PROPERTY CORNER AND PER RIVERSIDE CO. STD. 'E'.
- SET LEAD AND TAG "L.S. 5529" IN TOP OF CURB (RIVERSIDE CO. STD. "E") FOR B.C.'S, E.C.'S, P.C.'S, P.R.C.'S, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE (18.25' FOR 56' RIGHT OF WAY AND 23.25' FOR 76' RIGHT OF WAY)
- ALL MONUMENTS SHOWN AS "SET" ARE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.21 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- C.C.&R.S. RECORDED 11/29/2015 AS INSTRUMENT NO. 2015-0499293 O.R.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 42, PAGE 79. THIS AFFECTS ALL LOTS.



LINE #	DIRECTION	LENGTH	RECORD DIRECTION	RECORD LENGTH
L1	N63°16'45"E	72.74'	(N62°44'56"E)	(72.74')
L2	N37°42'47"W	136.23'	(N38°14'42"W)	(136.23')
L3	N33°26'33"W	50.00'	(N33°58'28"W)	(50.00')
L4	N7°52'08"E	106.00'	(N7°02'17"E)	(106.00')
L5	N1°07'32"W	322.91'	(N1°39'47"W)	(322.91')
L6	N31°18'20"W	105.68'	(N31°50'15"W)	(105.68')
L7	N22°44'35"W	141.84'	(N23°18'30"W)	(141.84')
L8	N32°44'19"W	158.44'	(N33°18'14"W)	(158.44')
L9	N57°15'41"E	102.60'	(N56°43'46"E)	(102.60')
L10	N32°44'19"W	178.10'	(N33°18'30"W)	(178.10')
L11	N61°18'05"E	36.08'	(N60°46'10"E)	(36.08')
L12	N05°44'30"W	135.33'	(N06°16'25"W)	(135.30')
L13	N08°24'13"W	188.97'	(N08°56'08"W)	(189.00')
L14	N24°14'40"W	140.44'	(S24°46'13"E)	(140.52')
L15	N21°46'48"W	147.61'	(S22°18'18"E)	(147.61')

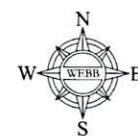
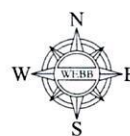
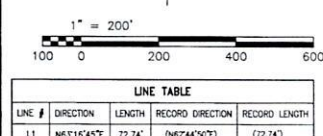
CURVE #	LENGTH	RADIUS	DELTA	RECORD LENGTH	RECORD DELTA	RECORD RADIUS
C1	73.50	48.00	87°43'46"	(73.50)	(87°43'46")	(48.00)
C2	28.47	100.00	1°18'41"	(28.47)	(1°18'41")	(100.00)
C3	16.64	1000.00	0°57'13"	(16.64)	(0°57'13")	(1000.00)
C4	141.17	850.00	9°30'38"	(141.17)	(9°30'38")	(850.00)
C5	30.17	2243.00	0°46'14"	(30.17)	(0°46'14")	(2243.00)
C6	95.29	2215.00	2°27'54"	(95.30)	(2°27'54")	(2215.00)

EASEMENT NOTES

- INDICATES EASEMENT DEDICATED HEREON FOR SLOPE, LANDSCAPE AND MAINTENANCE THEREOF IN FAVOR TO VALLEY WIDE RECREATION AND PARK DISTRICT.
- INDICATES DRAINAGE EASEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES IN FAVOR OF RIVERSIDE COUNTY, DEDICATED HEREON.
- AN EASEMENT FOR A PERPETUAL DRAINAGE PURPOSES & INCIDENTAL PURPOSES, RECORDED 06/10/2004 AS INST. NO. 2004-0446152, ABANDONED HEREON.
- AN EASEMENT FOR STREET AND PUBLIC UTILITY, 30 FEET IN WIDTH PURPOSES GRANTED TO RIVERSIDE COUNTY DEDICATED ON PARCEL MAP 16456, RECORDED IN BOOK 111, PAGE 36 OF PARCEL MAPS, OFFICIAL RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP, ABANDONED HEREON.
- EASEMENT FOR PERPETUAL DRAINAGE AND INCIDENTAL PURPOSES PER INST. #2003-998480, REC. 12/23/2003, LYING WITHIN THE BOUNDARY OF THIS MAP, ABANDONED HEREON.
- EASEMENT FOR SLOPE PURPOSES PER INST. #2003-998479, REC. 12/23/2003 LYING WITHIN THE BOUNDARY OF THIS MAP, ABANDONED HEREON.
- EASEMENT FOR SLOPE PURPOSES & INCIDENTAL PURPOSES, RECORDED 06/10/2004 AS INST. NO. 2004-0446151, ABANDONED HEREON.

LIEN AGREEMENT NOTE:

THE LAND OWNER HAS ENTERED INTO A LIEN AGREEMENT WITH THE COUNTY OF RIVERSIDE TO CONSTRUCT REQUIRED IMPROVEMENTS IN THE FUTURE. THE LIEN AGREEMENT WAS RECORDED ON Nov 17, 2011 AS DOC. NO. 2011-0484719 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



2017-0409202
 2017-0409202
 2017-0409202

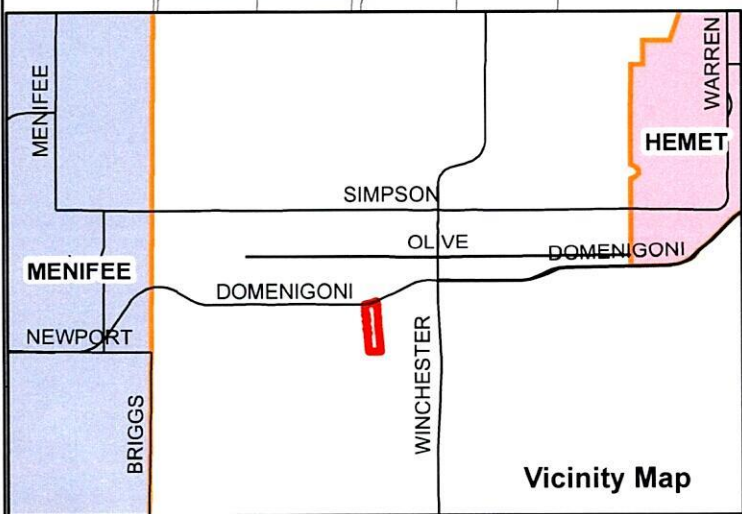
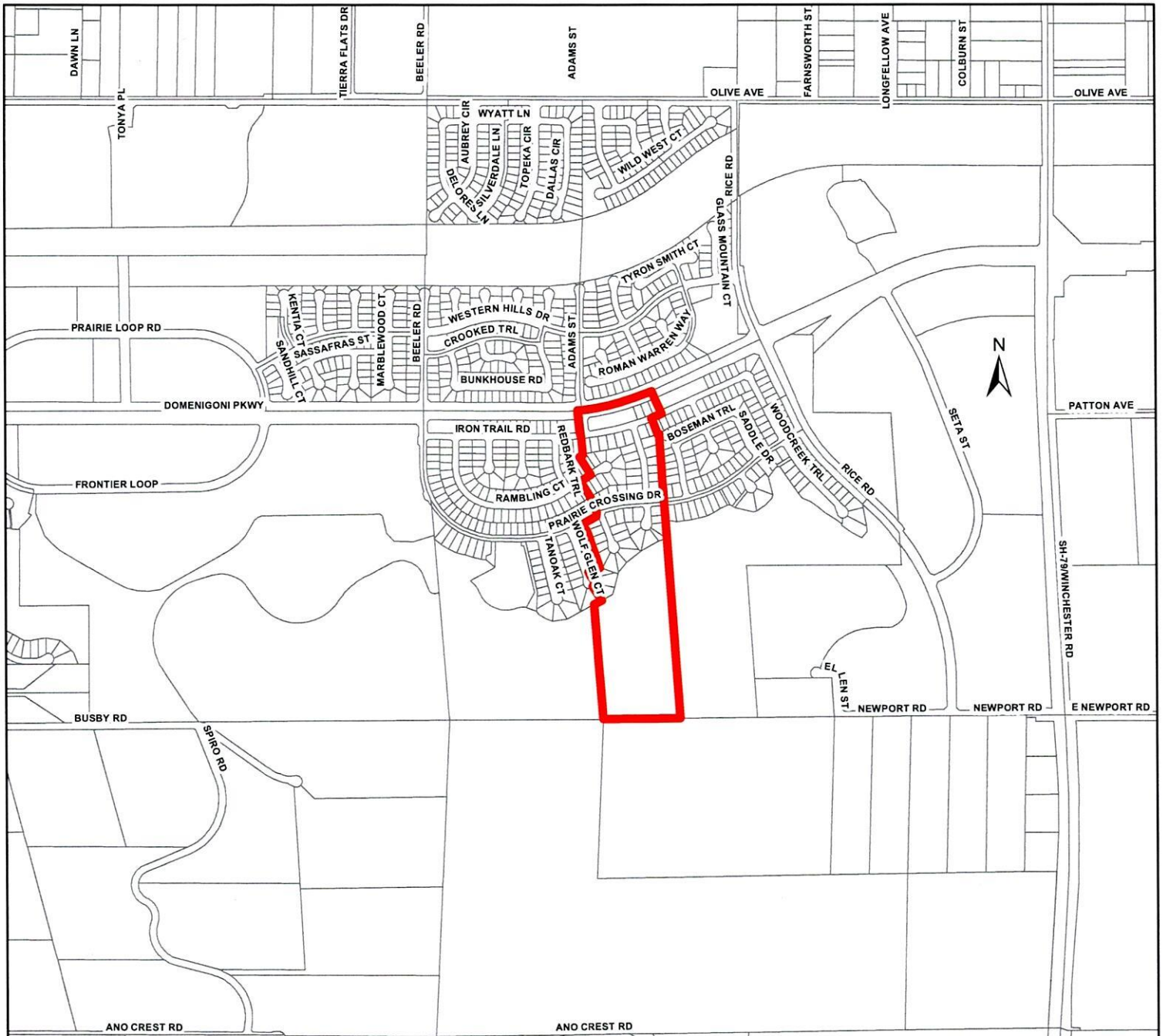
0 500 1,000 2,000 Feet

1 inch = 1,250 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by ALMEDINA on 9/8/2020

Vicinity Map Tract No. 31141

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



Vicinity Map

Left Chambers

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Ms Miller

Address: P.O BOX 1341

City: Esmer Zip: 92531

Phone #: 951-259-7785

Date: _____ Agenda # 3.22

No more building in Menifee

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support Oppose Neutral

Not speaking

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____