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



ITEM: 3.31 (ID # 14467) MEETING DATE:

Tuesday, March 23, 2021

FROM: TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval and execution of the Clinton Keith Road Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between Riverside Mitland 03 LLC and the County of Riverside associated with Tract No. 37646, District 3. [\$0]

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

ctor of Transportation

- Approve the Clinton Keith Road Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between Riverside Mitland 03 LLC and the County of Riverside associated with Tract No. 37646; and
- 2. Authorize the Chair of the Board of Supervisors to execute the same.

1/29/2021

**ACTION:Policy** 

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

Kecia R. Harper

Absent:

None

Clerk of the Board

Date:

Transp.

March 23, 2021

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 Funds will be used on t			d 100%	No Gener	ral	Budget Ad	justment	: No
						For Fiscal	Year:	20/21

C.E.O. RECOMMENDATION: Approve

## BACKGROUND:

#### Summary

Riverside Mitland 03 LLC (Developer) owns Tract No. 37646 (Property). The Property consists of 53 single-family residential units and is located within the boundaries of the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD), which is administered by the County of Riverside (County).

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

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

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

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

Jason Farin Principal Management Analyst 3/16/2021 Gregory V. Priapios, Director County Counsel 3/10/2021

Darren Ziegler 2/10/2021 Shellie Clack 3/10/2021

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

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of \_\_\_\_\_\_\_\_, 20\_21, by and between the County of Riverside (the "County") and Riverside Mitland 03 LLC, a Delaware limited liability company (the "Developer"). The County and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

#### RECITALS

WHEREAS, the Developer owns Lot Nos. 1 through 53 of Tract No. 37646 (the "Tract"), for which a Final Map was recorded on October 29, 2020, as Instrument No. 2020-052834 and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Tract consists of 53 single-family residential units;

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

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

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

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

CFD 07-2 (Clinton Keith Rd CFD) RBBD Improvement Credit Agreement Riverside Mitland 03 LLC TR 37646 Lot Nos. 1-53 WHEREAS, the County, by adoption of Resolution No. 2001-317, as amended from time to time, reestablished the Southwest Area Road and Bridge Benefit District ("RBBD"), which consisted of three Zones, designated construction costs for certain road and bridge improvements to be funded by the Southwest Area RBBD, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the Southwest Area RBBD;

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

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

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

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

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

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

## **TERMS**

- 1.0 <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>: County shall be responsible for constructing the Clinton Keith Road Improvements.

## 3.0 RBBD Fee Credits

CFD 07-2 (Clinton Keith Rd CFD) RBBD Improvement Credit Agreement Riverside Mitland 03 LLC TR 37646 Lot Nos. 1-53

- 3.1 RBBD Fee Credits for Residential Dwelling Units: Upon issuance of the special tax bonds by CFD No. 07-2 (the "Bonds"), the Developer shall be entitled to credit against RBBD fees in an amount equal to the Developer's Share of Net Bond Proceeds minus the aggregate TUMF Bond Credit per single-family dwelling unit (SFDU) or multifamily dwelling unit (MFDU) calculated for the Developer's Tract(s) pursuant to Section 6.1.(a) of the Joint Funding, Credit and Reimbursement Agreement (the "RBBD Fee Credit"). The RBBD Fee Credit may be applied against RBBD fees otherwise due and payable at the time of issuance of a certificate of occupancy within the Tract(s) or, if Developer transfers all or a portion of its RBBD Fee Credit to other property within Zone D of the Southwest RBBD to such property. On the CFD Effective Date, the Developer will be entitled to receive building permits for SFDU or MFDU in tracts owned by the Developer without prior payment of RBBD fees. The Developer agrees that should the Bonds not be issued and sold within a reasonable period of time after the County's receipt of bids for the Project, the RBBD fees intended to be excused upon the issuance of the Bonds pursuant to this Section shall instead be due and owing to the County. Accordingly the Developer agrees to expeditiously make arrangements with the County for the payment of RBBD fees in respect of RBBD Fee Credits issued pursuant to this Section and applied by the Developer at the time of issuance of a certificate of occupancy for said unit(s) in anticipation of the issuance of the Bonds; and the Developer agrees to expeditiously make arrangements with the County for the payment of RBBD fees in respect of RBBD Fee Credits issued pursuant to this Section and transferred pursuant to Section 3.2 herein by the Developer in anticipation of the issuance of the Bonds.
- 3.2 Transfer of RBBD Fee Credits: Upon conveyance of any portion of a Tract to a third party that could utilize any RBBD Fee Credit earned pursuant to this Agreement, the Developer shall have the option to retain the RBBD Fee Credits or provide 30 days' written notice to the County of the conveyance, the name of the entity to which the property is being conveyed, the number of units being conveyed, the amount of RBBD Fee Credits represented by the conveyance, and request that the County prepare credit notices that represent the amount of RBBD Fee Credits to be retained by the Developer and the amount of RBBD Fee Credits to be transferred to the third party. The County shall not unreasonably deny the Developer's request for the transfer of RBBD Fee Credits and, if approved by the County, the credit notices will be issued within 20 days of the County's written notice of approval. In addition, the Developer's right to RBBD Fee Credits pursuant to this Agreement may be used by the Developer with respect to, or transferred or conveyed to another developer for its use with respect to any other property within Zone D of the Southwest Area RBBD in accordance with the procedures set forth herein. If the Developer elects to use, transfer or convey such RBBD Fee Credits with respect to any other property within Zone D of the Southwest Area RBBD (other than within the Tract(s), then the County shall prepare fee credit notices in accordance with the procedure set forth herein. The provisions of Section 4.1 herein requiring an assignment and assumption agreement shall not apply to the transfer or conveyance of fee credits only and shall only apply when the fee credits are assigned in conjunction with the transfer or conveyance of lots within the Tract(s).
- 3.3 <u>RBBD Fee Reimbursement</u>: If and to the extent the Developer pays Southwest Area RBBD fees with respect to development within the Tract(s) prior to the issuance CFD 07-2 (Clinton Keith Rd CFD)

  RBBD Improvement Credit Agreement

  RBBD Improvement Credit Agreement

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

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

# 4.0 Miscellaneous

- 4.1 <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 Tract (an "Assignment"). The Developer and such purchaser and assignee (the "Assignee") shall provide to the County such reasonable proof as it may require that the Assignee is the purchaser of said lots within the Tract. Any assignment pursuant to this Section shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County in a form reasonably acceptable to County, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including the RBBD Credit amount for each SFDU developed on a lot within the Tract or for each MFDU developed on a parcel within the Tract purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.
- 4.2 <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"), CFD 07-2 (Clinton Keith Rd CFD)

RBBD Improvement Credit Agreement

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

- 4.4 Warranty as to Property Ownership: Authority to Enter Agreement: The Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. All Parties warrant that the individual(s) who have signed this Agreement on behalf of such Party has the legal power, right, and authority to enter into this Agreement and such individual signing this Agreement has been duly authorized to do so, on behalf of said Party.
- 4.5 Other Agreements: Nothing contained herein shall be construed as affecting the County's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Tract(s), which obligations are and shall remain independent of the Developer's rights and obligations, and the County's rights and obligations, under this Agreement.
- 4.6 <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:

County of Riverside

Transportation Department

Mark Lancaster, Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501 Phone No. (951) 955-6740 Fax No. (951) 955-3198

To Developer:

Riverside Mitland 03 LLC Attention: Shaun Bowen

3200 Park Center Drive, Suite 1000

Costa Mesa, CA 92629 Phone No. (714) 200-1609 Fax No. (714) 200- 1861

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 <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 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.
- No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- <u>Invalidity</u>: 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 CFD 07-2 (Clinton Keith Rd CFD)

RBBD Improvement Credit Agreement

benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

- 4.15 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.
- 4.16 <u>Time is of the Essence</u>: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.
- 4.17 <u>Merger Clause</u>: This Agreement contains the entire agreement between the Parties with respect to matters specifically addressed herein and supersedes any prior oral or written statements, negotiations, or understandings concerning such matters which are hereby merged into this Agreement.
- 4.18 <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
By: Mark Lancaster Director of Transportation	Riverside Mitland 03 LLC, a Delaware limited liability company  By:  David E. Bartlett  Printed Name
APPROVED AS TO FORM:	Vice President Title
By: 1- C. Z  Darren Ziegler, Deputy County Counsel County Counsel	By: Richard T. Whitney Printed Name
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:	Chief Financial Officer Title
By: Karen S. Spiegel Chair: 1, County Board of Supervisors	
ATTEST:  Kecia Harper  Clerk of the Board	
By: Misulla Rasso	

Deputy

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

COUNTY OF RIVERSIDE	DEVELOPER
By: Mark Lancaster Director of Transportation	Riverside Mitland 03 LLC, a Delaware limited liability company  By:  David E. Bartlett  Printed Name
APPROVED AS TO FORM:	Vice President Title
By:	By: Monday
County Counsel	Richard T. Whitney Printed Name
APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:	Chief Financial Officer  Title
By:	
Chairman, County Board of Supervisors	
ATTEST: Kecia Harper Clerk of the Board	
By:	
Deputy	

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	)	
	)	SS
COUNTY OF Orange	)	

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.

MEAGAN KNECHT
COMM. # 2294992
ORANGE COUNTY
NOTARY PUBLIC-CALIFORNIA Z
MY COMMISSION EXPIRES
JUNE 29, 2023

Notary Public

# **EXHIBIT "A"**

# VICINITY MAP AND FINAL TRACT MAP

[ATTACHED BEHIND THIS PAGE]

Tract No.37646 Lot Nos. 1-53 The County of Riverside assumes no warrainty 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 quened for the most current information. Do not copy or resell this map.





IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37646

BEING A SUBDIVISION OF LOT 178 OF TRACT MAP 37053, FILED IN BOOK 469, PAGES 47-61. INCLUSIVE OF MAPS, ALL IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER. CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERDIAN HUNSAKER AND ASSOCIATES, INC.

JANUARY 2006 AND FEBRUARY 2015

#### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT BORDER LINE. THE MEAL PROPERTY DESCRIBED BELOW IS DEDUCTION MAP AS SHOWN WITHIN THE DISTINCTIVE DESCRIBED SHOWN WITHIN THE DISTINCTIVE LOTS. "A." THOOLOGY "O". INCLUSIVE SHOWN WITHIN THIS MAP. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A", KELLER ROAD, LOT "B", SPENCER'S LITUSSING PARKWAY AND LOT "CHILD'N ROAD, THE OWNERS OF LOTS 54 THROUGH 56, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SLOTH TIME WILL HAVE AN GIRD'TS ACCESS EXCEPT THE GENERAL ESCHEMET OF TRAVEL ANY CHANGE OF ALLOMANN OR WOTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS ROH'S AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; LOTS 54 AND 55, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES

WE HEREBY RETAIN LOT 56 FOR LANDSCAPE MAINTENANCE PURPOSES, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE ACCESS EASEMENT" OVER A PORTION OF LOTS 7, 8, 23 AND 24, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE UTILITY EASEMENT" OVER A PORTION OF LOTS 7, 8, 23 AND 24, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES PURPOSES, OVER PORTION OF LOTS 7 THROUGH 8, INCLUSIVE, AND 23 THROUGH 24, INCLUSIVE, WITHIN THIS MAP

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOT 56, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACULIES.

RIVERSIDE MITLAND 03 LLC, A DELAWARE LIMITED LIABILIT	Y COMPANY
BY Led Elscer	or nicole B
NAME: DAVID E BARTLETT	NAME NICOLE BURDETTE
TITLE VICE PRESIDENT	TITLE PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIMOUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

COUNTY OF Drange

ON August 13, 2020 BEFORE ME, Meagan Knecht

A NOTARY PUBLIC.

PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(4) WHOSE NAME(4) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/BHE/THEY SIGNATURE(4) ON THE INSTRUMENT THE PERSON(4), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(4) 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 HANDLAND OFFICIAL SEAL SIGNATURE OF NOTARY PUBLIC

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange
MY COMMISSION NUMBER IS 27-1492
MY COMMISSION EXPIRES 6-29-25 COUNTY

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPETING THIS CERTIFICATE VENTIES ONLY THE DENTITY OF THE INDIVIDUAL WHO STANDED 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 August 13, 2020 BEFORE ME. \_\_\_ Meagan Knedit A NOTARY PUBLIC

PERSONALLY APPEARED NICOL TO THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(5) WHOSE NAME(5) IS/AME SUBSCRIEGED TO HE WITHIN INSTRUMENT AND ACKNOWLEGOED TO ME THAT THE/SHE/THEW EXECUTED THE SAME IN 1997/HER/THEMP-AUTHORIZED CAPACITY(49). AND THAT BY HIS/HER/THEMR RESONATURE(6) ON THE INSTRUMENT THE PERSON(6)) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(6) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY PUBLIC

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY MY COMMISSION NUMBER IS 2294-912.

MY COMMISSION EXPIRES 6-29-25

# ACCEPTANCE STATEMENT

VALLEY-MIDE RECREATION AND PARK DISTRICT

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

DATED: 8-31. 2020

- W. Den DEAN WETTER GENERAL MANAGER

RECORDER'S STATEMENT

FILED THIS JOHN DAY OF CHONOC . 2020.
AT 9:49 M. IN BOOK 475 OF MAPS.
AT PAGES 39 44 AT THE REQUEST OF THE CLERK OF THE BOARD
NO. 2020 - 052834
FEE \$19-
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
BY ( MG COS DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

SHEET 1 OF 6 SHEETS

#### 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 DEDINANCE AT THE GUEST OF RIVERSIDE MITHAND Q.S.L.C. IN JANUARY 2006 AND FEBRUARY 2015. HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE FERMS OF THE MOVUMENT ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRIVE AND COMPLETE AS SHOWN.

DATE \_ 7/24

# No. 7063 OF CALLE

#### 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 MAP 37646 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISIONS ON MAY 19, 2020, THE EXPRATION DATE BEING MAY 19, 2023; AND THAT I AM SATISFED THIS MAP IS TECHNICALLY CORRECT.



#### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAKES, OR SPECIAL ASSESSMENTS COLLECTED AS TAKES, ENGERY TAKES OR SPECIAL ASSESSMENTS

DATE COLOR 2020
MATTHERS OF COUNTY FAX COLLECTOR,
BY Chesco Lather Deputy TAX BOND CERTIFICATE

I HEREBY CIRCLE THAT A BOND IN THE SUM OF \$ 3.7 FOO."

THE BOARD OF SUPELUSORS OF THE COUNTY OF RIVERSIDE; CAUFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAKE "LATE" COUNTY, MUSUAL OF LOCAL AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE COUNTY FOR THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT HOT YET PAYABLE AND SAID BOARD OF SUPERVISORS.

8. 4 \_\_\_\_ 2020

CASH OR SWRETY BOND JON CHRISTENSEN, COUNTY TAX COLLECTOR BY: Will Rom DEPUTY

#### BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "G" NCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RICHT OF INGRESS AND EGRESS FOR EMERICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RICHT OF INGRESS AND EGRESS FOR EMERICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RICHT OF INGRESS AND EGRESS FOR EMERICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RICHT OF INGRESS AND EGRESS FOR HEREOFICEY VEHICLES WITHIN LOTS 7, 8, 23 AND 24 INDICATED AS "PRIVATE ACCESS EASEMENT" AS SHOWN HEREON IS HEREBY ACCEPTED.

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

DATE: 10-06- 2020 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BY: CHAIRMAN OF THE SUARD OF SUPERVISORS

ATTEST: KECIA HARPER CLERK OF THE BOARD OF SUPERVISORS BY: Me mapuell DEPUTY

# NOTICE OF DRAINAGE FEES;

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/WARM SPRING VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF DROINANCE 460, AND SECTION 68403, ET SEO, OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

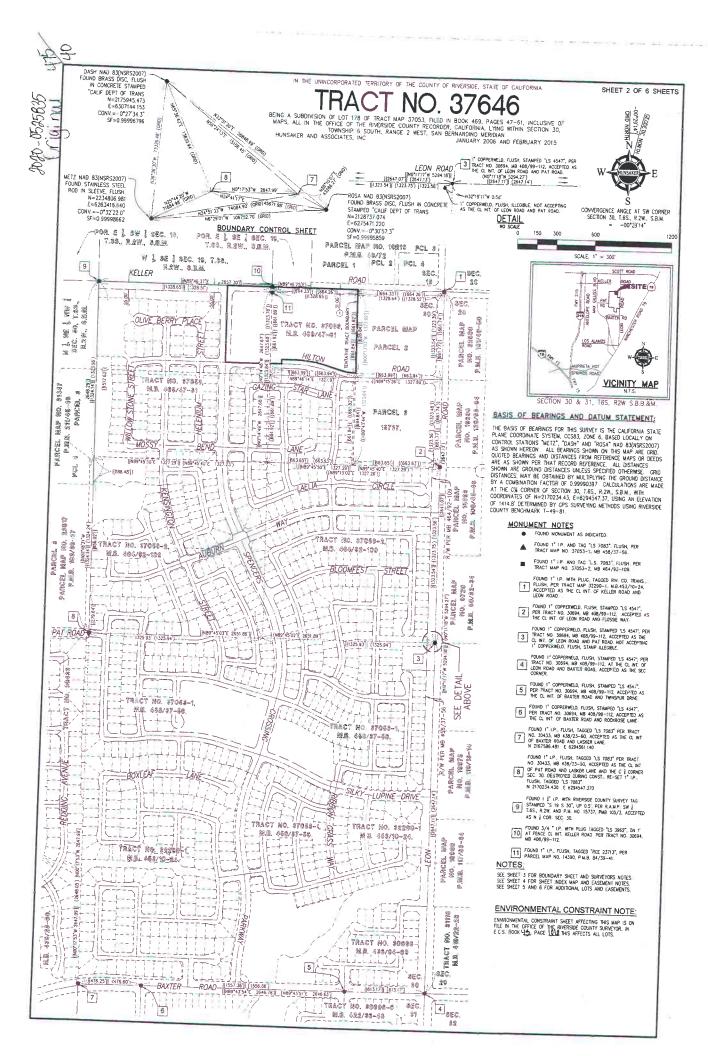
NOTICE IS FURTHER CIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF DRAINAGE FEES SHALL BE PAID WITH CASHER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF THE ISSUANCE OF GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER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

#### ABANDONMENT NOTE

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

THAT PORTION OF KELLER ROAD SHOWN AS LOT "A", THAT PORTION OF SPENCERS CROSSING PARKWAY SHOWN AS LOT "B" AND THAT PORTION OF HILTON ROAD SHOWN AS LOT "C". ON TRACT MAP NO, 37053, FILED IN MAP BOOK 469, PAGES 47-61. OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITHIN THE BOUNDARY OF THIS TRACT MAP.

2) ALL OF THE 25' WIDE DRAINAGE EASEMENT SHOWN ON TRACT MAP NO. 37053, FILED IN MAP BOOK 469, PAGES 47-61, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITHIN THE BOUNDARY OF THIS TRACT MAP.



2020-052835 Original

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37646

BEING A SUBDIVISION OF LOT 178 OF TRACT MAP 17053, FILED IN BOOK 469, PAGES 47-61, INCLUSIVE OF MAPS, ALL IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDING MERIDIAN HUNSAKER AND ASSOCIATES, INC.

JANUARY 2006 AND FEBRUARY 2015

#### SURVEYOR'S NOTES

- ( ) INDICATES RECORD DATA PER TRACT NO. 30694, MB 408/99-112
- [ ] INDICATES RECORD DATA PER TRACT NO. 30696-4 MB 422/36-46
- [ ] INDICATES RECORD DATA PER TRACT NO 30433, MB 438/23-60
- < > INDICATES RECORD DATA PER TRACT NO 32290-1, MB 453/10-24.
- $\{\!\{\,\}\!\}$  INDICATES RECORD & MEASURED DATA PER TRACT NO. 37053-1, MB 458/37-56
- (( )) INDICATES RECORD DATA PER PARCEL MAP 15737, PMB 105/3.
- $\{]$  [ $\{$  INDICATES RECORD & MEASURED DATA PER TRACT NO. 37053-2, MB 464/92-109
- ( [ ] INDICATES RECORD & MEASURED DATA PER TRACT NO. 37053, MB 469/47-61
- SEN SEARCHED AND FOUND NOTHING
- O SET 1" LP AND TAG "LS 7083" FLUSH, UNLESS OTHERWISE NOTED

SET 1" LP, AND TAG "LS, 7083", FLUSH AT ALL REAR LOT CORNERS, ANGLE POINTS, B.C.'S AND E.C.'S, UNLESS OTHERWISE NOTED

SET LEAD AND TAG "LS. 7081", IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR B.C.S. E.C.'S, P.C.C.'S, P.R.C.'S AND CORNER CUJBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTRUME AT AN OFFSET OF 9.75 FEET, EXCEPT ALONG LOT "A" (KELLER RODA) AT AN OFFSET OF 16.75 FEET, EXCEPT ALONG LOT "B" (SPENCER'S CNOSSING PARKWAY) AT AN OFFSET OF 15.75 FEET, ALSO EXCEPT ALONG LOT "C" (HILTON ROAD) AT AN OFFSET OF 11.75 FEET, UNLESS OTHERWISE NOTED BY P#

SET LEAD AND TAG "L.S. 7083" IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") AT ALL FRONT LOT CORNERS ON ALL SIDE LOT LINES PROJECTED AT AN OFFSET OF 9.75 FEET. THE OFFSET SHALL BE MEASURED RADIAL OR AT THE RIGHT ANGLES TO THE RIGHT OF WAY LINE, UNLESS OTHERWISE NOTED BY

ALL MONUMENTS ARE SET AND TAGGED PER ORDINANCE NO. 461 21.

ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS MAP

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

THINKS INDICATES RESTRICTED ACCESS

THIS TRACT CONTAINS: 13.287 ACRES, GROSS
THIS TRACT CONTAINS: 53 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS.

C.C.&R.'S FOR THIS MAP RECORDED 10 19 10 AS INST. NO. 2020-0525834 O.R



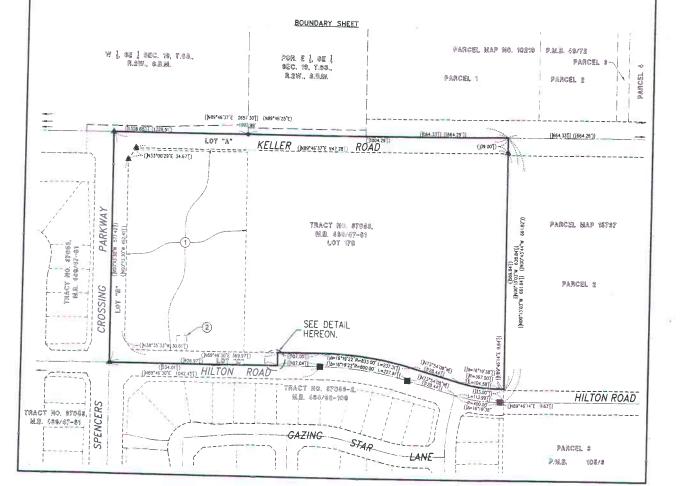
SHEET 3 OF 6 SHEETS



#### NOTES.

SEE SHEET 2 BOUNDARY CONTROL, BASIS OF BEARINGS, MONUMENT NOTES, ENVARONMENTAL CONSTRAINT NOTE AND MONITY MAP SEE SHEET 4 FOR SHEET INDEX MAP AND EASEMENT NOTES SEE SHEET 5 AND 6 FOR ADDITIONAL LOTS AND EASEMENTS.





IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# **TRACT NO. 37646**

BEING A SUBDIVISION OF LOT 178 OF TRACT MAP 37053, FILED IN BOOK 469, PAGES 47-61, INCLUSIVE OF MAPS ALL IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDING MERIDIAN HUNSAKER AND ASSOCIATES, INC.

JANUARY 2005 AND FEBRUARY 2015

#### EASEMENT NOTES

- AN AMGATION EASEMENT FOR PERPETUAL AIR OR FLIGHT PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JANUARY 12, 2007 AS INST. No. 2007-0029508, OF OFFICIAL RECORDS. RIVERSIDE COUNTY. (PLOTTED SHEET 3, ONLY)
- 2 A DRAINAGE EASEMENT AS SHOWN AND DEDICATED ON TRACT 37053, RECORDED SEPTEMBER 5, 2019, IN MAP BOOKS 469, PAGES 47-61 ABANDONED HEREON
- 3 A PRIVATE ACCESS EASEMENT RETAINED HEREON
- 4 A PRIVATE UTILITY EASEMENT RE AINED HEREON
- An easement for public utility purposes, together with the right of ingress and  $\underline{5}$  egress for emergency vehicles dedicated hereom.
- 6 DRAINAGE EASEMENT, DEDICATED HEREON.



SHEET 4 OF 6 SHEETS



#### NOTES:

SEE SHEET 2 BOUNDARY CONTROL, BASIS OF BEARINGS, MONUMENT NOTES, ENHIROMENTAL CONSTRAINT NOTE AND VICKETY MAP SEE SHEET 3 FOR BOUNDARY SHEET AND SURVEYORS NOTES. SEE SHEET 5 AND 6 FOR ADOTTROMAL LOTS AND EASEMENTS.

