

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



**ITEM: 3.59
(ID # 17864)**

MEETING DATE:

Tuesday, January 25, 2022

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 KB Home Coastal Inc., and the County of Riverside associated with Tract No. 31632-1, 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 KB Home Coastal, Inc., and the County of Riverside associated with Tract No. 31632-1; and
2. Authorize the Chair of the Board of Supervisors to execute the same.

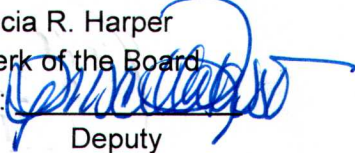
ACTION:Policy


Mark Lancaster, Director of Transportation 12/7/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Washington 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: January 25, 2022
xc: TLMA-Trans.

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:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

KB Home Coastal, Inc. (Developer) owns Tract No. 31632-1 consisting of 78 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 completed and opened 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 the 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 1/18/2022



Gregory V. Priaplos, Director County Counsel 12/21/2021

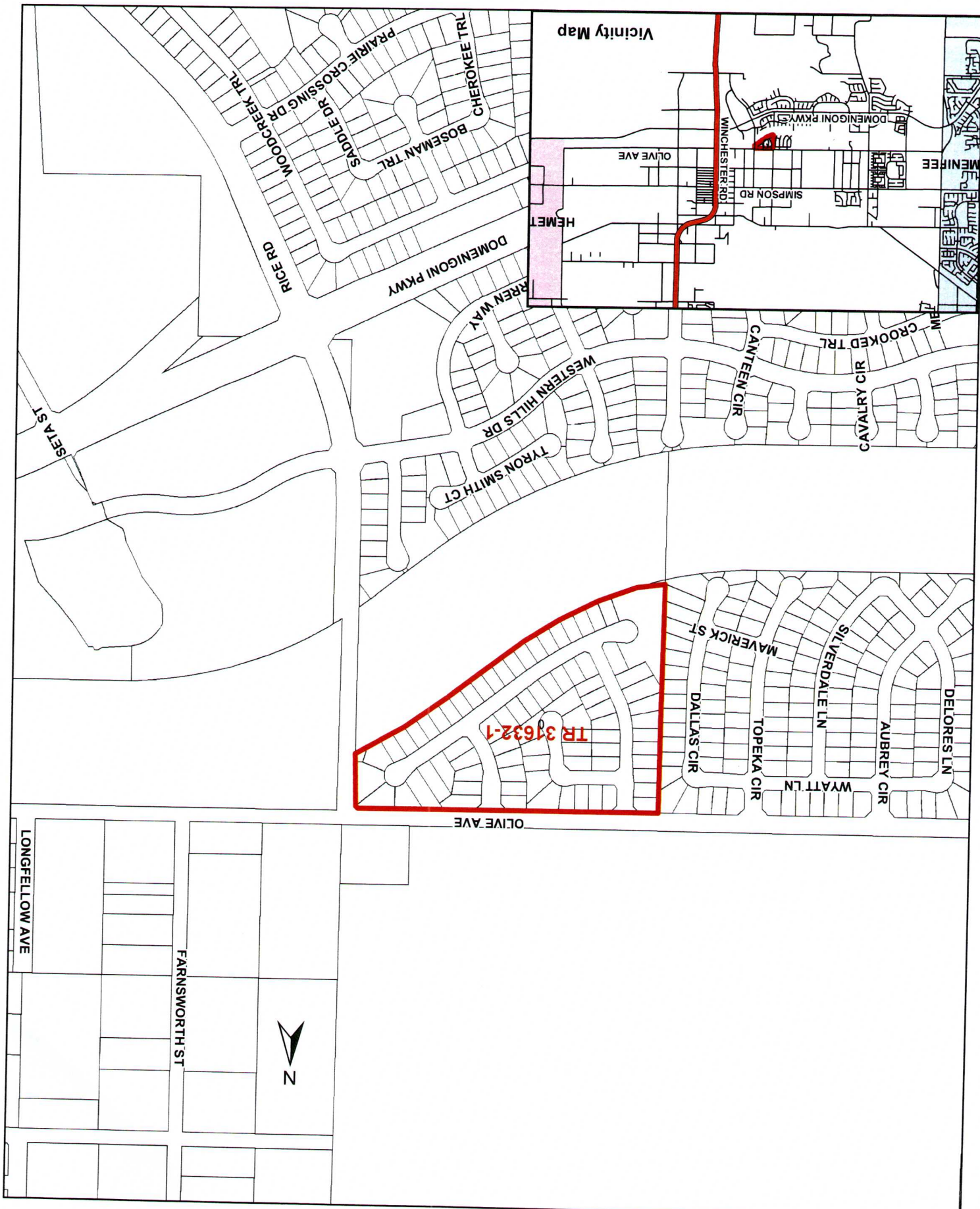


The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for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

Vicinity Map Tract No. 31632-1

0
250
500
1,000
Feet

Orthophotos flown 2016
Printed by csegarra on 11/15/2021



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

^{25TH} This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of January, 2022, by and between the County of Riverside (the "County") and KB HOME COASTAL, 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. 31632-1, for which a Final Map was recorded on September 5, 2019, as Instrument No. 2019-0345704 (or approved Tract No. 31632-1) (the "Property") and is located within Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Tract No. 31632-1 consists of 78 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) 955-1667
Fax No. (951) 955-0049

To Developer: KB HOME Coastal, Inc.
Attention: Scott Hansen
36310 Inland Valley Drive Suite 300
Wildomar, CA 92595
Phone No. (951) 691-5239
Fax No. (951) 600-0136

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

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

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

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

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

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

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

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

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

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

4.15 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, 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.

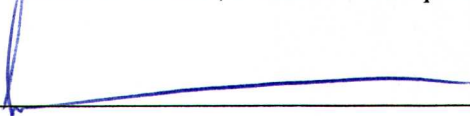
COUNTY OF RIVERSIDE

DEVELOPER

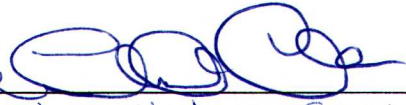
RECOMMENDED FOR APPROVAL:

KB Home Coastal Inc., a California corporation

By: 
Mark Lancaster
Director of Transportation

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

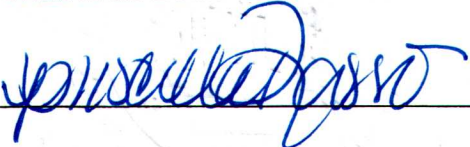
APPROVED AS TO FORM:

By: 
Michelle Clack, Chief Deputy County Counsel
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
JEFF HEWITT
Chair, 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.

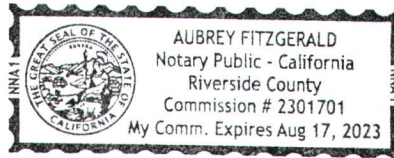
STATE OF California)SS
COUNTY OF Riverside)

On December 1, 2021, before me, Aubrey Fitzgerald, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: August 17, 2023

This area for official notarial seal

Notary Name: Aubrey Fitzgerald

Notary Phone: 951-691-5331

Notary Registration Number: 2301701

County of Principal Place of Business: Riverside

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

TRACT NO. 31632-1

FILED THIS 5th DAY OF September 2019 IN BOOK 143-41 AT THE REQUEST OF THE CLERK OF THE BOARD
 FEE \$15.00
 NUMBER 2019-0345704
 PETER ALPANA, ASSESSOR - COUNTY CLERK - RECORDER
 BY: *Stephanie Johnson* DEPUTY
 SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

RECORDER'S STATEMENT
 BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4875,
 SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
 OF RIVERSIDE COUNTY, LINDO WITHIN SECTION 33, TOWNSHIP 9 SOUTH, RANGE 2 WEST,
 ALBERT A WEBB ASSOCIATES - CIVIL ENGINEERS OCTOBER 2014

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 WFP PARTNERS 2, LLC ON OCTOBER 18, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUR AT THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE SUBDIVISION MAP AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUBSTANTIALLY CONFORM TO THE CONTINUALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

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 APPEARS ON THE TENTATIVE MAP. JANUARY 25, 2005 THE EXPIRATION DATE BEING NOVEMBER 3, 2019, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.
 DATED: 8-19-2019
 DAVID MCWILLIAMS, COUNTY SURVEYOR
 L.S. 8488, EXPIRES 12-31-2020
 PROFESSIONAL LAND SURVEYOR NO. 8488
 STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S STATEMENT
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. BEING ALL OF LOT 80 INDICATED AS "WATER QUALITY BASIN", AS SHOWN HEREON, THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.
 ACCESS EASEMENT Lying WITHIN LOT 80 AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR LANDSCAPE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES. LOT 80 INDICATED AS "WATER QUALITY BASIN", THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES.
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES. LOT 79 AS SHOWN HEREON, THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES.
 WE HEREBY RETAIN LOT 80 IN FEE, INDICATED AS "WATER QUALITY BASIN" AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNS AND LOT OWNERS WITHIN THIS TRACT MAP.
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPHS ARE TRUE AND CORRECT.
 WITNESS MY HAND,
 SIGNATURE: *Kevin D. Weick*
 PRINT NAME: Kevin D. Weick
 MY COMMISSION EXPIRES: 3/31/2021
 MY PRINCIPAL PLACE OF BUSINESS IS SONORA COUNTY.

TAX COLLECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIES AGAINST SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$18,500.00
 DATED: July 18, 2019
 JOHN CHRISTENSEN
 COUNTY TAX COLLECTOR
 DEPUTY: *Stephanie Johnson*

TAX BOND CERTIFICATE
 I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$18,500.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON 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: July 18, 2019
 JOHN CHRISTENSEN
 COUNTY TAX COLLECTOR
 DEPUTY: *Stephanie Johnson*

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 CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINGUISHING BORDER LINE, THE REAL PROPERTY DESCRIBED BELOW IS FOR STREET AND PUBLIC UTILITY PURPOSES: LOTS "A" THROUGH "G", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.
 AS A CONDITION OF DEDICATION OF LOT "A", OLIVE AVENUE, AND LOT "B", RICE ROAD, THE OWNERS OF LOTS "1, 33 THROUGH 36, INCLUSIVE, "43, 44, 74 THROUGH 78, INCLUSIVE, AND 79 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THROUGH THEREON SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

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 THE DOCUMENT.
 ON July 2, 2019 BEFORE ME, *Kevin D. Weick*, A NOTARY PUBLIC, PERSONALLY APPEARED KEVIN D. WEICK, WHO IDENTIFIED HIMSELF TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES) AND THAT BY HIS SIGNATURE(S) ON THE INSTRUMENT(S) OR THE ENTRY 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 PARAGRAPHS ARE TRUE AND CORRECT.
 WITNESS MY HAND,
 SIGNATURE: *Kevin D. Weick*
 PRINT NAME: Kevin D. Weick
 MY COMMISSION EXPIRES: 3/31/2021
 MY PRINCIPAL PLACE OF BUSINESS IS SONORA COUNTY.

NOTICE OF DRAINAGE FEES
 NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL, WINCHESTER-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 463 OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE FEE, 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 AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS. TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT WHICH OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ASSUANCE 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.

VALLEY-WIDE RECREATION AND PARK DISTRICT
 THE VALLEY-WIDE RECREATION AND PARK DISTRICT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.
 VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA
 DATED: July 15, 2019
 DEAN WETTER, GENERAL MANAGER
 BY: *Dean Wetter*

2019-0345704
 ORIGINAL
 469

2019-0345704
ORIGINAL
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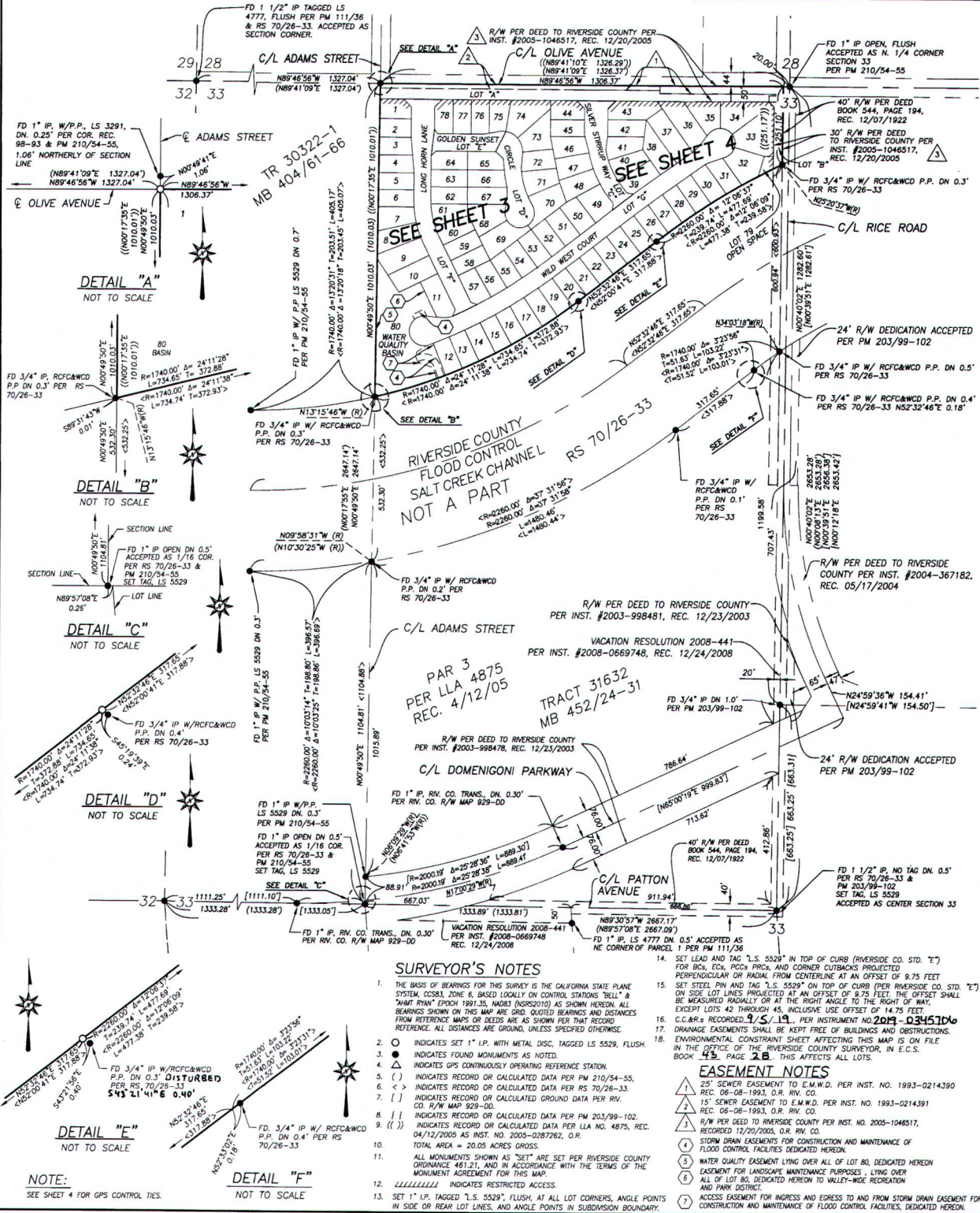
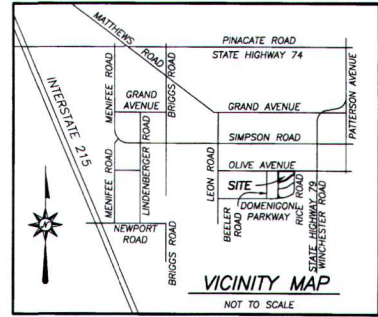
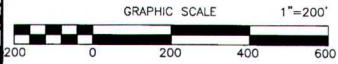
IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY,
STATE OF CALIFORNIA

SHEET 2 OF 4 SHEETS

TRACT NO. 31632-1

BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 4875,
RECORDED APRIL 12, 2005 AS INSTRUMENT NO. 2005-0287262, OFFICIAL RECORDS
OF RIVERSIDE COUNTY, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST,
SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS OCTOBER, 2014



SURVEYOR'S NOTES

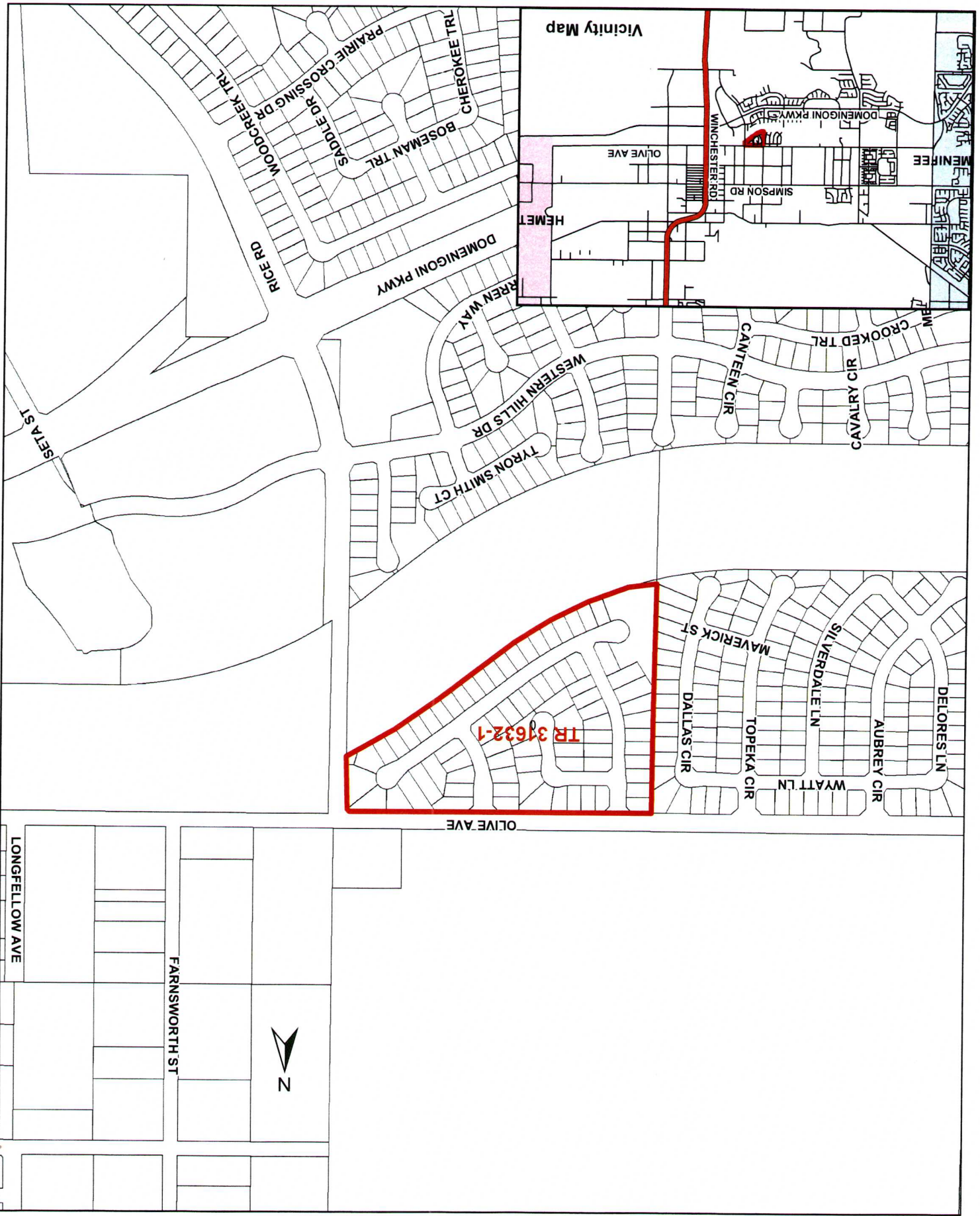
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE SYSTEM, CGCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BELL" & "MOUNT PAIN" EPOCH 1993.35, NAD83 (NSR2010) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID, QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD. REFERENCE: ALL DISTANCES ARE GROUND, UNLESS SPECIFIED OTHERWISE.
- INDICATES SET 1" IP, WITH METAL DISC, TAGGED L.S. 5529, FLUSH.
- INDICATES FOUND MONUMENTS AS NOTED.
- INDICATES GPS CONTINUOUSLY OPERATING REFERENCE STATION.
- INDICATES RECORD OR CALCULATED DATA PER PM 210/54-55.
- INDICATES RECORD OR CALCULATED DATA PER RS 70/26-33.
- INDICATES RECORD OR CALCULATED GROUND DATA PER RIV. CO. R/W MAP 929-00.
- INDICATES RECORD OR CALCULATED DATA PER PM 203/99-102.
- INDICATES RECORD OR CALCULATED DATA PER LLA NO. 4875, REC. 04/12/2005 AS INST. NO. 2005-0287262, R.I.C. CO.
- TOTAL AREA = 20.05 ACRES GROSS.
- ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 481.21, AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.
- INDICATES RESTRICTED ACCESS.
- SET 1" IP, TAGGED L.S. 5529, FLUSH, AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.

EASEMENT NOTES

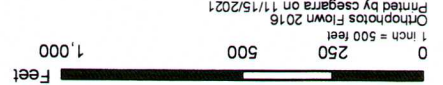
- 25' SEWER EASEMENT TO E.M.W.D. PER INST. NO. 1993-0214390 REC. 06-08-1993, O.R. RIV. CO.
- 15' SEWER EASEMENT TO E.M.W.D. PER INST. NO. 1993-0214391 REC. 06-08-1993, O.R. RIV. CO.
- R/W PER DEED TO RIVERSIDE COUNTY PER INST. NO. 2005-1046517, REC. 12/20/2005, O.R. RIV. CO.
- STORM DRAIN EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES DEDICATED HEREON.
- WATER QUALITY EASEMENT LYING OVER ALL OF LOT 80, DEDICATED HEREON EASEMENT FOR LANDSCAPE MAINTENANCE PURPOSES, LYING OVER ALL OF LOT 80, DEDICATED HEREON TO VALLEY-WIDE RECREATION AND PARK DISTRICT.
- ACCESS EASEMENT FOR INGRESS AND EGRESS TO AND FROM STORM DRAIN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES, DEDICATED HEREON.

NOTE:
SEE SHEET 4 FOR GPS CONTROL TIES.

DETAIL "F"
NOT TO SCALE



Vicinity Map
 Tract No. 31632-1



Orthophotos flown 2016
 Printed by csegarra on 11/15/2021

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