

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



**ITEM: 3.19
(ID # 19740)**

MEETING DATE:

Tuesday, September 13, 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 Program Improvement Credit Agreement between
Copper Skye - Menifee, L.P., and the County of Riverside associated with Unit Nos. 1 through
276 of Tract No. 33145, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Newport Road Community Facilities District 03-1 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between Copper Skye – Menifee, L.P., and the County of Riverside associated with Unit Nos. 1 through 276 of Tract No. 33145; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

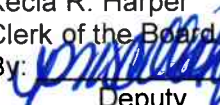
ACTION:Policy


Mark Lancaster, Director of Transportation 8/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: September 13, 2022
xc: TLMA-Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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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: 100% Developer funds. No General Funds will be used on this project.			Budget Adjustment: N/A	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Copper Skye – Menifee L.P. (Developer) owns Tract No. 33145 consisting of 276 multi-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. Ordinance No. 824 established the TUMF Program that requires a developer to pay TUMF, which covers a developer's fair share of the estimated costs to construct transportation improvements needed to mitigate the traffic impacts generated by a developer's project.

The Developer and the County now desire to enter into this Newport Road CFD Transportation Uniform Mitigation Fee Program Improvement Credit Agreement (TUMF 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 TUMF Agreement.

The TUMF Agreement is not a "project" under the California Environmental Quality Act (CEQA). Pursuant to Section 15378 of the State CEQA Guidelines, the TUMF Agreement does not have the potential to result in a direct physical change in the environment and it is not reasonably foreseeable that the TUMF Agreement will result in an indirect physical change in the environment. The TUMF Agreement does not authorize any development, construction, maintenance, operation, or any other activity that would have the potential to result in any

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STATE OF CALIFORNIA**

significant effect on the environment. The Newport Road/Domenigoni Parkway Extension Improvements were already completed. Any further development, if it occurs at all, will be the result of subsequent actions subject to CEQA review prior to construction. The TUMF Agreement merely establishes a means to offset Developer's prior payment of the Newport Road CFD against Developer's obligation to pay TUMF for the Property. As a result, the TUMF Agreement is also not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines which states that a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." Therefore, it is reasonably foreseeable that the TUMF Agreement will not result in any direct or indirect physical change in the environment.

Impact on Residents and Businesses

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

ATTACHMENTS:

Vicinity Map
TUMF Agreement


Scott Bruckner 9/6/2022

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

13TH This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of September, 2022 by and between the County of Riverside, a political subdivision of the State of California (the "County") and Copper Skye – Menifee, L.P., a Delaware limited partnership, with its principal place of business at 23975 Park Sorrento, Suite 220 Calabasas, CA 91302 (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. 33145, for which a Final Map was recorded on May 12, 2022, as Instrument No. 2022-0222066 (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. 33145 consists of 276 multi-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 Dwelling Unit (DU)
- 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 any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with (a) the approval or performance 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
Attention: Alvin Medina
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-1667
Fax No. (951) 955-3198

To Developer: Copper Skye – Menifee, L.P.
Attention: Mark A. Porath
23975 Park Sorrento, Suite 220
Calabasas, CA 91302
Phone No. (818) 385-3543
Fax No. (818) 826-5944

With a copy to: Tri Pointe Homes IE-SD, Inc.
Attention: Denise Williams
1250 Corona Pointe Ct. #600
Corona, CA 92879
Phone No. (951) 428-4400
Fax No. (951) 428-4410

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.

4.17 Time is of the Essence: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.


4.18 Merger Clause: 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.

[Signatures of Parties on Following Pages]

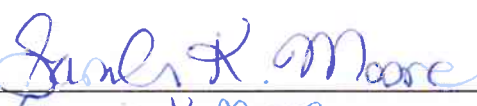
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: 
Sarah K. Moore
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
JEFF HEWITT
Chairman, County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

DEVELOPER

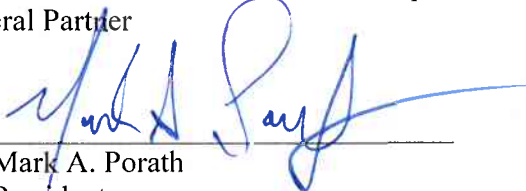
Copper Skye – Menifee, L.P., a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company, its General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC, a Delaware limited company, its Member Manager

By: Hearthstone Professionals – CS, L.P., a Delaware limited partnership, its Manager

By: Hearthstone, Inc., a California corporation, its General Partner

By: 
Mark A. Porath
President

By: 
Steven C. Porath
Secretary

SEP 13 2022 

CALIFORNIA ALL-PURPOSE 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 Los Angeles }

On July 25, 2022 before me, Karen Stornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark A. Beant and Steven L. Beant
Name(s) of Signer(s)

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 Karen Stornback
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

TRACT NO. 33145

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT 4756 AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 23, 2004, AS INSTRUMENT NO. 2004-0713068 AND A PORTION PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT 4776 AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 1, 2004, AS INSTRUMENT NO. 2004-0833799, ALL OF WHICH ARE ON FILE IN THE RECORDS OF RIVERSIDE COUNTY, SOUTH, RANGE 2 WEST, 5 S.B.M.

FOR CONDOMINIUM PURPOSES TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THE REAL PROPERTY DESCRIBED IN THE RECORDS OF THIS OFFICE, AS OF THIS DATE, UNPAID TAX LIENS AGAINST THE REAL PROPERTY DESCRIBED IN THE RECORDS OF THIS OFFICE, AS OF THIS DATE, ARE AS FOLLOWS: EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 174,400.00.

APRIL 25, 2022
COUNTY TAX COLLECTOR
MELISSA MURPHY, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 174,400.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED AS FOLLOWS: THE BOND IS TO BE PAID TO THE COUNTY OF RIVERSIDE, CALIFORNIA, AS TO THE AMOUNT OF 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.

APRIL 26, 2022
COUNTY TAX COLLECTOR
MELISSA MURPHY, DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL, DISTRICT 460 AND IS SUBJECT TO THE DRAINAGE FEES OF SAID DISTRICT. THE DRAINAGE FEES ARE SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT PURSUANT TO SECTION 10255 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 DISTRICT. THE ISSUANCE OF SUCH PERMITS SHALL BE CONDITIONED UPON THE PAYMENT OF THE DRAINAGE FEES. THE DRAINAGE FEES SHALL BE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

ABANDONMENT NOTE

PURSUANT TO SECTIONS 6439 AND 6439.22 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECOGNITION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: ALL EASEMENTS FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED JUNE 10, 2004 AS INSTRUMENT NO. 2004-246152 OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE, CALIFORNIA, AND A PORTION OF THE DRAINAGE AND INCIDENTAL PURPOSES, RECORDED AUGUST 17, 2004 AS INSTRUMENT NO. 2004-264252 OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE, IN THE BOUNDARY OF THIS TRACT MAP.

FACTORY FOR STORM DRAIN AND INCIDENTAL PURPOSES, RECORDED JULY 29, 2007 AS INSTRUMENT NO. 2007-011424 OF OFFICIAL RECORDS, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

EASTERN MUNICIPAL WATER DISTRICT ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECOGNITION THEREOF BY ITS BOARD OF DIRECTORS.

DATE 10/28/21
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: [Signature]

OWNERS STATEMENT

WE ARE THE OWNERS OF THE LAND INCORPORATED WITHIN THE SUBDIVISION SHOWN HEREON AND WE HEREBY STATE THAT WE ARE THE ONLY PERSONS WHOSE NAMES ARE SHOWN ON THE TRACT MAP AND WHOSE NAMES ARE SHOWN ON THE RECORDS OF THIS OFFICE AS OF THIS DATE. WE HEREBY STATE THAT WE ARE THE ONLY PERSONS WHOSE NAMES ARE SHOWN ON THE TRACT MAP AND WHOSE NAMES ARE SHOWN ON THE RECORDS OF THIS OFFICE AS OF THIS DATE.

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RECORDERS STATEMENT

FILED THIS 13th DAY OF NOVEMBER 2021 AT 10:10 A.M. IN BOOK 493 OF MAPS AT PAGES 112-114 OF THE BOARD OF SUPERVISORS' RECORDS.

RECORDER
COUNTY CLERK - RECORDER
BY: [Signature]

SUBROGATION GUARANTEE

FIRST AMERICAN TITLE INSURANCE COMPANY
SUBROGATION GUARANTEE FIRST AMERICAN TITLE INSURANCE COMPANY

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 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 SUBMITTED TO THE BOARD OF SUPERVISORS ON 8-15-2024. THE EXPIRATION DATE BEING 1-18-2028, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 1-18-2028
DAN MULLAN, L.S. 6488
COUNTY SURVEYOR
EXP. 12-31-22

COUNTY SUPERVISORS 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 SUBMITTED TO THE BOARD OF SUPERVISORS ON 8-15-2024. THE EXPIRATION DATE BEING 1-18-2028, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

BOARD OF SUPERVISORS STATEMENT

THE OFFER OF DEDICATION MADE HEREON OF ABUTTERS RIGHTS OF ACCESS ALONG DOMINGUEZ PARKWAY IS HEREBY ACCEPTED.

DATE: 5/10/22
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: [Signature]



COPY

1183

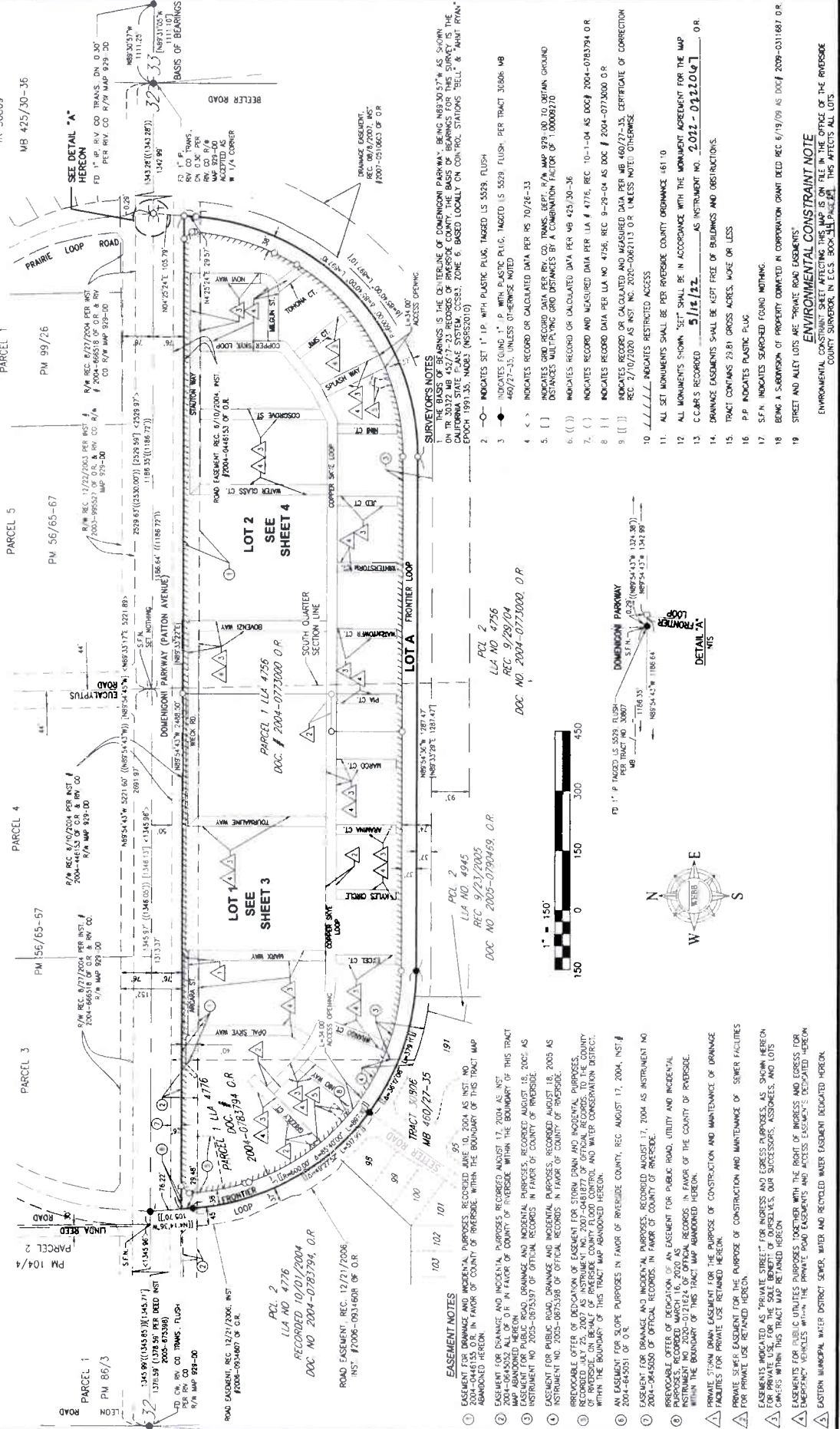
SHEET 2 OF 4 SHEETS

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

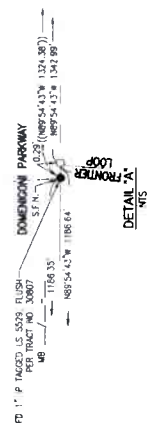
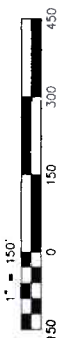
TRACT NO. 33145

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT 4756 AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 29, 2004, AS INSTRUMENT NO. 2004-0773000 AND A PORTION OF PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT 4776 AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 1, 2004, AS INSTRUMENT NO. 2004-0783794 ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M. ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2015

FOR CONDOMINIUM PURPOSES



- SURVEYOR'S NOTES**
1. THE BASIS OF BEARINGS IS THE CENTERLINE OF DONENIGONI PARKWAY, BEING N89°30'57"W AS SHOWN ON TR 30322 MB 457/77-23 RECORDS OF RIVERSIDE COUNTY. THE BASIS OF DISTANCES IS THE CENTERLINE OF THE CENTERLINE OF DONENIGONI PARKWAY, BEING N89°30'57"W AS SHOWN ON TR 30322 MB 457/77-23 RECORDS OF RIVERSIDE COUNTY. ZONE 6 BASED LOCALY ON CONTROL STATIONS 'BELL' & 'MANT RYAN' EPOCH 1991.85, NAD83 (NAD83/010).
 2. -O- INDICATES SET 1" P. WITH PLASTIC PLUG, TAGGED LS 5529. FLUSH.
 3. -●- INDICATES FOUND 1" P. WITH PLASTIC PLUG, TAGGED LS 5529. FLUSH. PER TRACT 36306 MB 460/27-35, UNLESS OTHERWISE NOTED.
 4. <-> INDICATES RECORD OR CALCULATED DATA PER RS 70726-33.
 5. () INDICATES RECORD OR CALCULATED DATA PER MB 429/30-36. DISTANCES MEASURED AND BEARINGS OF A COMBINATION FACTOR OF 1.0000020.
 6. (()) INDICATES RECORD OR CALCULATED DATA PER MB 4756, REC. 10-1-04 AS DOC # 2004-0783794 O.R.
 7. () INDICATES RECORD OR CALCULATED DATA PER LLA # 4756, REC. 9-29-04 AS DOC # 2004-0773000 O.R.
 8. (()) INDICATES RECORD OR CALCULATED DATA PER MB 460/27-35, CERTIFICATE OF CORRECTION REC. 2/10/2020 AS INST. NO. 2020-082113 O.R. UNLESS NOTED OTHERWISE.
 9. ((())) INDICATES RESTRICTED ACCESS.
 10. ALL SET MONUMENTS SHALL BE PER RIVERSIDE COUNTY ORDINANCE 46110.
 11. ALL MONUMENTS SHOWN "SET" SHALL BE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
 12. C.C.A.R.S. RECORDED 5/18/12 AS INSTRUMENT NO. 2012-022204 O.R.
 13. DRAINAGE EASEMENTS SHALL BE ASSET FREE OF BUILDINGS AND OBSTRUCTIONS.
 14. TRACT CONTAINS 29.81 GROSS ACRES, MORE OR LESS.
 15. P.P. INDICATES SEARCHED FOUND NOTHING.
 16. S.F.N. INDICATES SEARCHED FOUND NOTHING.
 17. BEING A SUBDIVISION OF PROPERTY OWNED IN CORPORATION GRANT DEED REC 6/19/09 AS DOC# 2009-0311887 O.R.
 18. STREET AND ALLEY LOTS ARE "PRIVATE ROAD EASEMENTS".
 19. ENVIRONMENTAL CONSTRAINT NOTE
 20. ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 311 PAGE 24. THIS AFFECTS ALL LOTS.



- EASEMENT NOTES**
1. EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES RECORDED JUNE 10, 2004 AS INST. NO. 2004-046135 O.R. IN FAVOR OF COUNTY OF RIVERSIDE. WITHIN THE BOUNDARY OF THIS TRACT MAP ABANDONED HEREON.
 2. EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES RECORDED AUGUST 17, 2004 AS INST. NO. 2004-046135 O.R. IN FAVOR OF COUNTY OF RIVERSIDE. WITHIN THE BOUNDARY OF THIS TRACT MAP ABANDONED HEREON.
 3. EASEMENT FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED AUGUST 18, 2005 AS INSTRUMENT NO. 2005-067597 OF OFFICIAL RECORDS IN FAVOR OF COUNTY OF RIVERSIDE.
 4. EASEMENT FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED AUGUST 18, 2005 AS INSTRUMENT NO. 2005-067598 OF OFFICIAL RECORDS IN FAVOR OF COUNTY OF RIVERSIDE.
 5. IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES, RECORDED JULY 25, 2007 AS INSTRUMENT NO. 2007-0481877 OF OFFICIAL RECORDS TO THE COUNTY OF RIVERSIDE, CALIFORNIA, FOR THE PURPOSES OF STORM DRAIN AND WATER CONSERVATION DISTRICT. WITHIN THE BOUNDARY OF THIS TRACT MAP ABANDONED HEREON.
 6. AN EASEMENT FOR SCOPE PURPOSES IN FAVOR OF RIVERSIDE COUNTY, REC. AUGUST 17, 2004, INST. # 2004-046135 O.R.
 7. EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED AUGUST 17, 2004 AS INSTRUMENT NO. 2004-046135 OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE.
 8. IRREVOCABLE OFFER OF DEDICATION OF AN EASEMENT FOR PUBLIC ROAD, UTILITY AND INCIDENTAL PURPOSES, RECORDED JULY 25, 2007 AS INSTRUMENT NO. 2007-0481877 OF OFFICIAL RECORDS IN FAVOR OF THE COUNTY OF RIVERSIDE, CALIFORNIA, WITHIN THE BOUNDARY OF THIS TRACT MAP ABANDONED HEREON.
 9. PRIVATE STORM DRAIN EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES FOR PRIVATE USE RETAINED HEREON.
 10. PRIVATE SEWER EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SEWER FACILITIES FOR PRIVATE USE RETAINED HEREON.
 11. EASEMENTS INDICATED AS "PRIVATE STREET" FOR INGRESS AND EGRESS PURPOSES, AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP RETAINED HEREON.
 12. EASEMENTS FOR PUBLIC UTILITIES PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE PRIVATE ROAD EASEMENTS AND ACCESS EASEMENTS DEDICATED HEREON.
 13. EASTERN MUNICIPAL WATER DISTRICT SEWER, WATER AND RECYCLED WATER EASEMENT INDICATED HEREON.

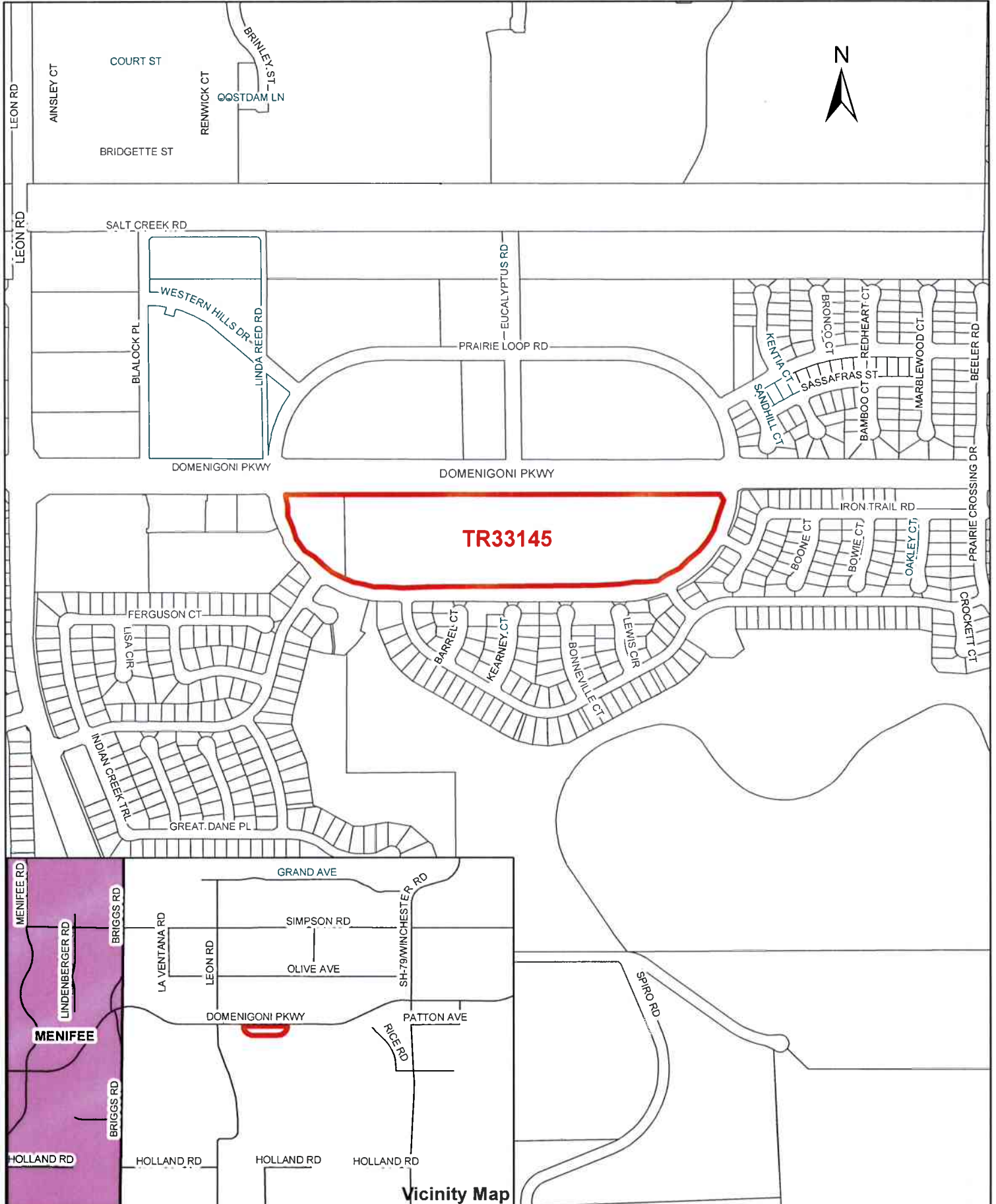
0 335 670 1,340 Feet
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 7/17/2022

Vicinity Map

Tract No. 33145

Multi-Family Residential Unit Nos. 1-276

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Vicinity Map

0 335 670 1,340 Feet
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 7/7/2022

Vicinity Map

Tract No. 33145

Multi-Family Residential Unit Nos. 1-276

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