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



(ID# 20700)

MEETING DATE:
Tuesday, January 31, 2023

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval and execution of the Partial Assignment and Assumption of Improvement Credit Agreement between Copper Skye – Menifee, L.P., Tri Pointe Homes IE-SD, Inc., and the County of Riverside associated with Unit Nos. 12 through 14, 19 through 42, 247 through 266, and 273 through 276 of Tract No. 33145, Not a Project under CEQA pursuant to Section 15378(b)(5) of the State CEQA Guidelines. District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

ctor of Transportation

- 1. Approve the Partial Assignment and Assumption of Improvement Credit Agreement between Copper Skye Menifee, L.P., Tri Pointe Homes IE-SD, Inc., and the County of Riverside associated with Unit Nos. 12 through 14, 19 through 42, 247 through 266, and 273 through 276 of Tract No. 33145; and
- 2. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent: Date: None January 31, 2023

XC:

Transp.

Kimberly Rector

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 Funds will be used on t			ed 100%	. No Gener	al	Budget A	djustmer	nt: No
						For Fiscal	Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tri Pointe Homes IE-SD, Inc. (Assignee) acquired Unit Nos. 12 through 14, 19 through 42, 247 through 266, and 273 through 276 (Assigned Property) of Tract No. 33145 (Tract) from Copper Skye — Menifee, L.P. (Assignor). The property consists of fifty-one (51) multi-family residential units and 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).

On September 13, 2022 (Agenda Item 3-19), the County Board of Supervisor approved the Newport Road CFD Transportation Uniform Mitigation Fee (TUMF) Program Improvement Credit Agreement (TUMF Agreement) between Copper Skye – Menifee, L.P., and the County which made the developed lots of the Assigned Property within the Newport Road CFD eligible for fee credit against the applicable TUMF fee.

Copper Skye – Menifee, L.P. now desires to assign to Tri Pointe Homes IE-SD, Inc. certain rights to TUMF credits under the TUMF Agreement relating to the Assigned Property. Each dwelling unit within the Assigned Property will be eligible to receive TUMF credit in an amount set forth in this Partial Assignment and Assumption of Improvement Credit Agreement (Assignment Agreement).

Assignee desires to assume all of the Assignor's rights and obligations under the TUMF Agreement relating to the Assigned Property.

The Assignment Agreement is 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." The Assignment Agreement merely transfers all rights and obligations from the Assignor to the Assignee and does not modify any of the terms of the TUMF Agreement for the Assigned Property. This transfer of rights and obligations will not, in and of itself, result in a significant environmental effect and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the Assignment Agreement is not a project under CEQA.

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

Impact on Residents and Businesses

This Assignment Agreement represents a change in real property ownership and will have no impact on local residents and businesses.

1/23/2023

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map Assignment Agreement

Jason Farin, Principal Management Analyst

Agron Gettis Deputy County Gunsel 1/17/2023

PARTIAL ASSIGNMENT AND ASSUMPTION OF IMPROVEMENT CREDIT AGREEMENT

This Partial Assignment and Assumption of Improvement Credit Agreement (this "Assignment") is made as of 1-31-23, by and between Copper Skye – Menifee, L.P., a Delaware limited partnership ("Assignor"), Tri Pointe Homes IE-SD, Inc., a California corporation ("Assignee") and the County of Riverside ("County").

RECITALS

- A. Assignor is a "Developer" under that certain agreement titled "Community Facilities District No. 03-1 (Newport Road CFD) Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" dated as of September 13, 2022 (Contract No. 22-03-003) (the "TUMF Agreement") with respect to that certain real property described on Exhibit A attached hereto (the "Assigned Property"), which is within the Final Tract Map No. 33145 (the "Tract") and comprises a portion of the Tract. The Assigned property contains fiftyone (51) multi-family residential dwelling units. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement.
- B. Assignor and Assignee are parties to that Real Estate Purchase and Sale Contract (the "Contract") dated as of December 15, 2020, respecting the sale of the Property. The ownership of said Assigned Property of Tract No. 33145 was transferred to Assignee by Assignor via deeds of trust dated October 25, 2022 (DOC#2022-0442011 and DOC#2022-0442300) and October 26, 2022 (DOC#2022-0442484).
- C. Assignor desires to assign to Assignee all of Assignor's rights to credit against the TUMF obligation under the TUMF Agreement relating to the Assigned Property, and Assignee desires to assume all of Assignor's obligations thereunder relating to the Assigned Property and such Credit, all on the terms and conditions set forth below.
- D. County is an express intended beneficiary of the rights, duties and obligations undertaken by Assignor and Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all of Assignor's rights, title, interest, and obligations in and under the TUMF Agreement to the extent relating to the Assigned Property, including, without limitation, the TUMF Credit amount of up to \$1,775 ("TUMF Credit") for each residential unit developed within the Assigned Property.
- 2. Assignee hereby accepts this Assignment and agrees to be bound by all applicable provisions of the TUMF Agreement with respect to the Assigned Property.
- 3. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, but at no out-of-pocket cost to Assignor, execute and deliver to Assignee, its nominees, successor and/or permitted assigns, any new or confirmatory instructions

and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully transfer and assign the rights of Assignor in and under the TUMF Agreement and the TUMF Credit Amount with respect to the Assigned Property.

- 4. This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee, and the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations or responsibilities under the TUMF Agreement and to be bound thereby.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
- 6. This Assignment may be executed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

Chris Willis

Vice President

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

Tri Pointe Homes IE-SD, Inc., a California corporation

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

Authorized Person

By: Steven C. Porath

Authorized Person

[Signatures continued on next page]

CALIFORNIA ALE-P	ORFOSE ACRIOWLEDGMEN	••••••	CIVIL CODE 9 116		
	r officer completing this certificate ver e is attached, and not the truthfulness				
State of California)				
County of Los an	gles }				
on December.	2, 2022 before me, Ka e Mark A. Porard	res Stoeneack	Man Public		
Date	е	Here Insert Name	and Title of the Officer		
personally appeared	Mark A. PORATH	and Steven C+	BRATH		
		Name(s) of Signer(s)			
to the within instrume authorized capacity(ie	the basis of satisfactory eviden ent and acknowledged to me tha es), and that by his/her/their sign the person(s) acted, executed th	at he/she/they executed lature(s) on the instrume	the same in his/her/their		
KAREN S. HORNBACK Notary Public - California Ventura County		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
Com My Com	mmission # 2413766 im. Expires Aug 24, 2026	WITNESS my hand and	d official seal.		
		Signature Kare	. Stor , back		
Place Notary S	Seal and/or Stamp Above	Signature Sign	nature of Notary Public		
	OPT	IONAL -	•		
	ompleting this information can fraudulent reattachment of this				
Description of Att	tached Document				
Title or Type of Do	ocument:				
Document Date:		Number of Pages:			
Signer(s) Other The	an Named Above:				
Capacity(ies) Clai					
	er – Title(s):	☐ Corporate Officer — Title(s):			
☐ Partner — ☐ Lim					
☐ Individual☐ Trustee	☐ Attorney in Fact☐ Guardian of Conservator	☐ Individual☐ Trustee	☐ Attorney in Fact☐ Guardian of Conservator		
			Guardian of Conservator		
Signer is Represen	nting:	Signer is Representin	ng:		
orgine, is representing.		Jigher is Representing.			

ACKNOWLEDGMENT

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 Californi County of	a Riverside))			
On December	5, 2022	_ before me,	Loretta Sa (insert	aginario-Bal	lou, Notary Public le of the officer)	
personally appea	ared Chris Willis	S				
who proved to m subscribed to the his/her/their auth	e on the basis of se within instrument orized capacity(iec	: and acknow s) , and that b	rledged to m by his/ her/th	ne that he/ sh eeir signature	n (s) whose name (s) e /they executed the (s) on the instrumen ted the instrument.	same in
I certify under PE paragraph is true		URY under t	he laws of t	the State of C	California that the for	egoing
WITNESS my ha	and official sea	al.		Learn of the control	LORETTA SAGINARIO-BAI NOTARY PUBLIC - CALIFO COMMISSION # 234589 RIVERSIDE COUNTY My Comm. Exp. February 9,	RNIA P
Signature ox	tto Sagar	namaBa	lla (Seal)	}	***************************************	·······t

COUNTY OF RIVERSIDE:

By:

KEVIN JEFFRIES

Chairman, County Board of Supervisors

APPROVED AS TO FORM: County Counsel

Stophme MIS Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR Clerk of the Board

Deputy

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

GRANT DEED DOC#2022-0442484

PARCEL 1:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 12 THROUGH 14, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE G ("MODULE G") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 1-26 AND 43-58 AND COPPER SKYE RESIDENTIAL UNITS 207-246 AND 267-276) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403804 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE G TAKEDOWN 1 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE G SHALL HAVE AN UNDIVIDED ONE-SEVENTH (1/7TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE G AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE G TAKEDOWN 1 PROPERTY INCLUDES THREE (3) OUT OF THE SEVEN (7) RESIDENTIAL CONDOMINIUMS WITHIN MODULE G AND THEREFORE, INCLUDES AN UNDIVIDED THREE-SEVENTHS (3/7THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE G.

PARCEL 2:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 273 THROUGH 276, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE I ("MODULE I") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING

CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 1-26 AND 43-58 AND COPPER SKYE RESIDENTIAL UNITS 207-246 AND 267-276) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403804 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE I TAKEDOWN 1 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE I SHALL HAVE AN UNDIVIDED ONE-TENTH (1/10TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE I AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE I TAKEDOWN 1 PROPERTY INCLUDES FOUR (4) OUT OF THE TEN (10) RESIDENTIAL CONDOMINIUMS WITHIN MODULE I AND THEREFORE, INCLUDES AN UNDIVIDED FOUR-TENTHS (4/10THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE I.

PARCEL 3:

LETTERED LOTS A THROUGH Z, INCLUSIVE, AND AA AND BB, OF TRACT NO, 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN: PORTION OF 461-190-072 AND 461-190-088)

GRANT DEED DOC#2022-0442300

PARCEL 1:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 19 THROUGH 26, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE B ("MODULE B") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 1-26 AND 43-58 AND COPPER SKYE RESIDENTIAL UNITS 207-246 AND 267-276) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403804 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE B TAKEDOWN 2 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE B SHALL HAVE AN UNDIVIDED ONE-EIGTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE B AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE B TAKEDOWN 2 PROPERTY INCLUDES ALL EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE B AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGHTS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE B.

PARCEL 2:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 27 THROUGH 34, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE C ("MODULE C") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 27-42 AND COPPER SKYE RESIDENTIAL UNITS 247-266) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403805 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE C TAKEDOWN 2 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE C SHALL HAVE AN UNDIVIDED ONE-EIGTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE C AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE C TAKEDOWN 2 PROPERTY INCLUDES ALL EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE C AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGTHS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE C.

PARCEL 3:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 35 THROUGH 42, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE D ("MODULE D") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND

DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 27-42 AND COPPER SKYE RESIDENTIAL UNITS 247-266) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403805 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE D TAKEDOWN 2 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE D SHALL HAVE AN UNDIVIDED ONE-EIGTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE C AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE D TAKEDOWN 2 PROPERTY INCLUDES ALL EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE D AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGTHS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE D.

PARCEL 4:

CONDOMINUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 247 THROUGH 256, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE J ("MODULE J") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 27-42 AND COPPER SKYE RESIDENTIAL UNITS 247-266) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403805 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE J TAKEDOWN 2 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE J SHALL HAVE AN UNDIVIDED ONE-TENTH (1/10TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE J AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE J TAKEDOWN 2 PROPERTY INCLUDES ALL TEN (10) RESIDENTIAL CONDOMINIUMS WITHIN MODULE J AND THEREFORE, INCLUDES AN UNDIVIDED TEN-TENTHS (10/10THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE J.

(APN: PORTION OF 461-190-072 AND 461-190-088)

GRANT DEED DOC#2022-0442011

PARCEL 1:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 257 THROUGH 266, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE K ("MODULE K") LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE AMENDED, RESTATED AND SUPERSEDING CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 27-42 AND COPPER SKYE RESIDENTIAL UNITS 247-266) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 22, 2022 AS INSTRUMENT NO. 2022-0403805 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE K TAKEDOWN 3 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE K SHALL HAVE AN UNDIVIDED ONE-TENTH (1/10TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE K AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE K TAKEDOWN 3 PROPERTY INCLUDES ALL TEN (10) RESIDENTIAL CONDOMINIUMS WITHIN MODULE K AND THEREFORE, INCLUDES AN UNDIVIDED TEN-TENTHS (10/10THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE K.

(APN: PORTION OF 461-190-072 AND 461-190-088)

Feet

1,340

Vicinity Map Tract No. 33145

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.

0 335 670 1 inch = 667 feet Orthophotos Flown 2016 Printed by CSegarra on 11/30/2022 Unit Nos. 12-14, 19-42, 247-266, & 273-276

