

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



ITEM: 3.14
(ID # 20824)

MEETING DATE:

Tuesday, March 07, 2023

FROM : TLMA-TRANSPORTATION:

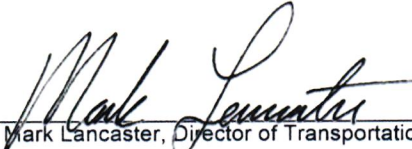
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

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 R-Hearthstone Lot Option Pool 02, L.P., and the County of Riverside associated with Unit Nos. 1 through 180 of Tract No. 32151, Not a Project Under CEQA, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Clinton Keith Road Community Facilities District No. 07-2 Road and Bridge Benefit District Fee Program Improvement Credit Agreement between R-Hearthstone Lot Option Pool 02, L.P., and the County of Riverside associated with Unit Nos. 1 through 180 of Tract No. 32151; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

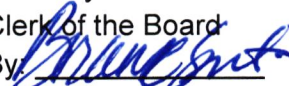
ACTION:Policy


Mark Lancaster, Director of Transportation 1/19/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: None
Date: March 7, 2023
xc: Trans.

Kimberly Rector
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: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

R-Hearthstone Lot Option Pool 02, L.P. (Developer) owns Tract No. 32151 consisting of one hundred eighty (180) multi-family residential units (Tract). The Tract 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 these improvements from Whitewood 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 Clinton Keith Road CFD Road and Bridge Benefit District Fee Program Improvement Credit Agreement (RBBD 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 Tract. Each residential unit constructed within the Tract will be eligible to receive RBBD credit in an amount set forth in this RBBD Agreement.

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

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

merely establishes a means to offset Developer's prior payment of the Clinton Keith Road CFD against Developer's obligation to pay RBBD for the Tract. As a result, the RBBD 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 RBBD 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.

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

RBBD Agreement



Jason Farin, Principal Management Analyst 2/27/2023



Aaron Gettis, Deputy County Counsel 2/22/2023

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

7th This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of March, 2023 by and between the County of Riverside, a political subdivision of the State of California (the "County") and R-Hearthstone Lot Option Pool 02, L.P., a Delaware limited partnership, with its principal place of business at 23975 Park Sorrento, Suite 200 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 Unit Nos. 1 through 180 of Tract No. 32151 (the "Tract"), for which a Final Map was recorded on November 10, 2022, as Instrument No. 2022-0467503 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 180 multi-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

CFD 07-2 (Clinton Keith Rd CFD)
RBBB Improvement Credit Agreement
R-Hearthstone Lot Option Pool 02, L.P.
Tract No. 32151 Unit Nos. 1-180

MAR 7 2023 3.14

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;

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 capitalized terms that are not defined herein shall have the meanings set forth in the "Joint Funding, Credit and Reimbursement Agreement", unless the context otherwise requires;

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 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: County shall be responsible for constructing the Clinton Keith Road Improvements.

3.0 RBBD Fee Credits

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 RBBD Fee Reimbursement: If and to the extent the Developer pays Southwest Area RBBD fees with respect to development within the Tract(s) prior to the issuance 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 Project Advances: 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 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 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 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 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 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: R-Hearthstone Lot Option Pool 02, L.P.
c/o Hearthstone, Inc.
Attention: Steven C. Porath
23975 Park Sorrento, Ste. 220
Calabasas, CA 91302
Phone No. (818) 385-3697
Fax No. (818) 385-0310

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 No 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 Time is of the Essence: Time is of the essence with respect to the Developer's performance of its obligations under this Agreement.

4.17 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.

4.18 Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures of Parties on Following Pages]

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

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: _____
Chairman, County Board of Supervisors


ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

DEVELOPER

R-Hearthstone Lot Option Pool 02, L.P., a Delaware limited partnership

By: R-Hearthstone PBLOVJ GP, LLC,
a Delaware limited liability company,
its General Partner

By:  _____
Steven C. Porath
Senior Vice President

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.

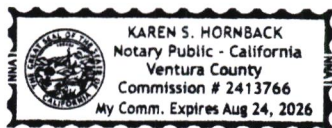
State of California

County of Los Angeles

On January 12, 2023 before me, Karen S. Hornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Beatty
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.

Place Notary Seal and/or Stamp Above

Signature Karen S. Hornback
Signature of Notary Public

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

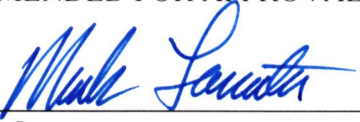
☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

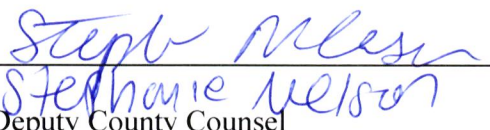
Signer is Representing: _____

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
KEVIN JEFFRIES
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Bruna Smith
Deputy

DEVELOPER

R-Hearthstone Lot Option Pool 02, L.P., a Delaware limited partnership

By: R-Hearthstone PBLOVJ GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Steven C. Porath
Senior Vice President

EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

IN THE UNINCORPORATED AREA OF REVERSHIDE COUNTY, STATE OF CALIFORNIA,
TRACT MAP NO. 32151

BEING A SUBDIVISION OF A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4854, RECORDED MAY 25, 2005 AS INSTRUMENT NO. 2005-041901, OF PARCEL B OF LOT LINE ADJUSTMENT NO. 4854, RECORDED MAY 25, 2005 AS INSTRUMENT NO. 2005-041902 AND PARCEL A, A PORTION OF PARCEL B, OF LOT LINE ADJUSTMENT NO. 5464, RECORDED JANUARY 22, 2010 AS INSTRUMENT NO. 2010-0034520, AND PARCEL C OF LOT LINE ADJUSTMENT NO. 5464, RECORDED JANUARY 22, 2010 AS INSTRUMENT NO. 2010-0034550, ALL RECORDS IN THE PUBLIC RECORDS OF THE CLERK OF THE DISTRICT COURT, STATE OF CALIFORNIA, COUNTY OF CALIFORNIA, BEING WITHIN SECTION 28, T. 6 S., R. 5 E.M.

EDICK ENGINEERING COMPANY

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

September 29, 1906

PERSONALLY APPEARED Stacy C. Roberts

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE THAT THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE/SHE THEY EXECUTED IT HAS/HAVE IN HIS/HER/ITS/AUTHORIZED CAPACITY(IES), AND THAT HE/SHE HAS/HAVE HER/HIS/STATIONARY(S) ON THE INSTRUMENT THE PERSON(S) BY WHOM THE ENTIRETY UPON BEHALF OF WHICH THE PERSON(S) ACTED, SIGNED OR CLAUDED THE INSTRUMENT.

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.

NAME PRINTED

James Thompson SIGNATURE James Thompson

COMMISSION EXPIRES: Aug. 21, 2007

EDUCATIONAL BACKGROUND OF BUSINESSES IN Ventura COUNTY.

REGISTRATION NUMBER 2413766

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

County of Kentland James R. Smith

Exhibited by M. JAMES A. LANE

WHO PROVED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), FOR THE ENTIRE 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.

Amey Bhatt

ANAY B Bhatt
SIGNATURE _____

MY COMMISSION EXPIRES: AUGUST 21, 2026

[illegible]

ANY PRINCIPAL PLACE OF BUSINESS IS IN: 2411425

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

NO

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 THAT HE/SHE/IT/HEY CALCULATED THE SAME IN HIS/HER/IT/HE (AUTHORIZED PERSON(S)) AND THAT HE/SHE/IT/HEY CALCULATED THE SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) FOR THE ENTIRETY UPON BEHALF OF WHICH THE PERSON(S) ACTED, FOR THE SIGNATURE(S) ON 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 _____

NAME/PRINTED _____
MY COMMISSION EXPIRES: _____

INDUSTRIAL IMAGE OF BUSINESS IS IM

PRINCIPAL PLACE OF BUSINESS IS IN

TRACT MAP NO. 32151

BEING A SUBDIVISION OF A PORTION OF PARCEL A OF LOT 1 LINE ADJUSTMENT NO. 4858, RECORDED MAY 25, 2005 AS INSTRUMENT NO. 2005-0418101 AS DESCRIBED IN GRANT DEED RECORDED MAY 25, 2005 AS INSTRUMENT NO. 2005-0418102 AND PARCEL A, A PORTION OF PARCEL B, AND PARCEL C OF LOT 1 LINE ADJUSTMENT NO. 5464, RECORDED JANUARY 22, 2014 AS INSTRUMENT NO. 2014-0024520 AS DESCRIBED IN GRANT DEED RECORDED JANUARY 28, 2014 AS INSTRUMENT NO. 2014-0035550 ALL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LYING WITHIN SECTION 28, T. 6 S. R. 2 W. S.B.M.

RICK ENGINEERING COMPANY

PROCEDURE OF SURVEY

JANUARY, 2021

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PPBF", "P476" AND "BILL" NAD 83/1983/2011 EPOCH 2010.00 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 SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999999908. CALCULATIONS ARE MADE AT THE CENTER OF SECTION CORNER PT. #1 AT THE S/E CORNER OF THE SITE WITH COORDINATES OF N 270552.64 E 6355206.80 USING AN ELEVATION OF 1400.00.

1. ● - INDICATES FOUND AS NOTED.
2. ○ - INDICATES SET "1" IRON PIPE TAGGED L.S. 8805, F.L.S.H.
3. ▲ - INDICATES CORP. STATION AS INDICATED.
4. ——— - INDICATES SUBDIVISION BOUNDARY.
5. ——— - INDICATES CENTERLINE.
7. ——— - INDICATES LOT LINE.
8. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
9. THIS TRACT CONTAINS 38.684 ACRES CROSS.
10. R1 INDICATES RECORD PER PARCEL MAP 9508 PMB 41/6-7.
11. R2 INDICATES RECORD PER PARCEL MAP 1539 PMB 64/59.
12. R3 INDICATES RECORD PER PARCEL MAP 15358 PMB 93/40-41.

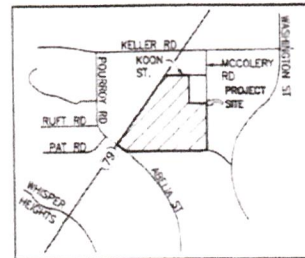
12. R4 INDICATES RECORD PER PARCEL MAP 13059 PMB 64/28
13. R5 INDICATES RECORD PER RS 123/22.
14. R6 INDICATES RECORD PER LLA 4858 RECORDED MAY 5, 2005 AS INSTRUMENT NO. 2005-0418101 D.R.
15. R7 INDICATES RECORD PER LLA 5464 RECORDED JANUARY 22, 2014 AS INSTRUMENT NO. 2014-0024520 D.R.
16. R8 INDICATES RECORD PER DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 205-401-460, DATED MARCH 2, 2012.
17. R9 INDICATES RECORD PER TRACT 29017-2, MB 330/64-75.
18. ——— INDICATES RESTRICTED ACCESS.
19. ALL MONUMENTS SET ARE PER RIVERSIDE COUNTY ORDINANCE 461.21.
20. ALL MONUMENTS SHOWN AS SET SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
21. ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE, TRANSPORTATION DEPARTMENT SURVEY DIVISION, IN E.C.S. BOOK 102, PAGE 50 THROUGH 60, LOT 3 (WHSHP LOT) AS SHOWN ON THE TENTATIVE TRACT MAP SHALL BE CALLED OUT AS AFFECTED ON THE FINAL MAP AND E.C.S.
22. C.G. & P.G. RECORDED 11/10/22 AS INST. NO. 2022-0418101
23. SET LEAD AND TAG STAMPED "L.S. 8805" IN TOP OF CURB (RIV. CO. ST.) SET FOR B.C.S. E.C.S. P.C.C.S. AND CORNER OUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE AT AN OFFSET OF 9.75'.
24. SET "1" IRON PIPE TAGGED "L.S. 8805" IN TOP OF CURB (RIV. CO. ST.) SET ON SIDE LOT LINES PROJECTED AT AN OFFSET OF 9.75'. THE OFFSET SHALL BE MEASURED RADIALLY OR AT THE RIGHT ANGLES TO THE RIGHT OF WAY LINE.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN E.C.S. BOOK 102, PAGE 50 THROUGH 60, LOT 3 (WHSHP LOT) AS SHOWN ON THE TENTATIVE TRACT MAP SHALL BE CALLED OUT AS AFFECTED ON THE FINAL MAP AND E.C.S.

SHEET 3 OF 10 SHEETS

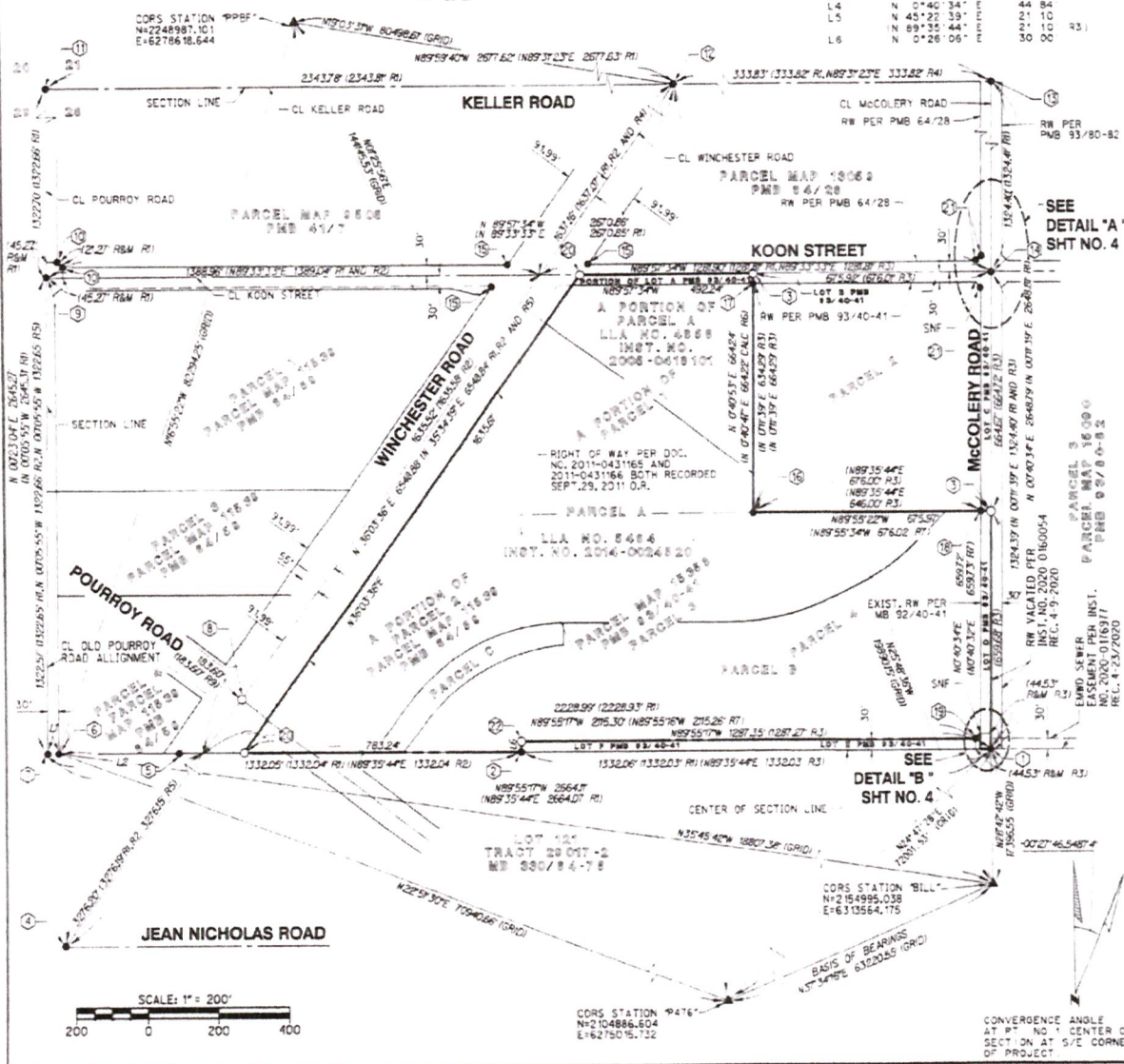
1. SEE SHEET NO. 3 FOR SURVEYOR'S NOTES, RECORD DATA FOR BOUNDARY AND BASIS OF BEARINGS
2. SEE SHEET NO. 4 FOR MONUMENT NOTES AND VICINITY MAP
3. SEE SHEET NO. 5 FOR EASEMENT NOTES



VICINITY MAP

R.T.S.
T6S, R2W, SEC 28 NW

NAME	DIRECTION	LENGTH	
L1	N 89°55'17" W	30.00	R2
L2	(N 89°55'17" W	30.00	R5
L3	(N 89°55'17" W	435.19	R5
L4	(N 89°55'17" W	435.19	R5
L5	(N 89°55'17" W	435.19	R5
L6	(N 89°55'17" W	435.19	R5
L7	(N 89°55'17" W	435.19	R5
L8	(N 89°55'17" W	435.19	R5



0 335 670 1,340 Feet
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 1/3/2023

Vicinity Map

Tract No. 32151

Unit Nos. 1-180

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.

