

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



ITEM: 3.40
(ID # 22854)

MEETING DATE:
Tuesday, November 28, 2023

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 BRPLD LLC, and the County of Riverside associated with Tract No. 34677. Not a Project under CEQA per State CEQA Guidelines Section 15378. District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Newport Road Community Facilities District 03-1 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between BRPLD LLC, and the County of Riverside associated with Tract No. 34677; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION:Policy


Mark Lancaster, Director of Transportation 10/5/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Trans.

Kimberly A. 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: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

BRPLD LLC (Developer) owns Tract No. 34677 consisting of four hundred twenty (420) single-family residential homes (Tract). The Tract 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. County 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 Tract 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 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

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

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.

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

TUMF Agreement



Jason Farin, Principal Management Analyst 11/20/2023



Aaron Gettis, Deputy County Counsel 11/14/2023

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

This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this 28th day of November, 2023 by and between the County of Riverside, a political subdivision of the State of California (the "County") and BRPLD LLC, a Delaware limited liability company with its principal place of business at 3200 Park Center Drive, Suite 1000, Costa Mesa, CA 92626 (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. 34677, for which a Final Map was recorded on December 23, 2020, as Instrument No. 2020-0655907 (the "Tract") 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 420 single-family residential homes;

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 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 Tract in accordance with the TUMF Administrative Plan and MOU; and

WHEREAS, the Tract 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 (Home/Unit)
- 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 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 TUMF credit amount for each residential dwelling unit developed on a lot within the Tract or for each multifamily dwelling unit developed on a parcel or commercial development on a plot plan 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, 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: County of Riverside
Transportation Department
Attention: Alvin Medina
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-1667
Fax No. (951) 955-0049

To Developer: BRPLD LLC
Attention: Shaun Bowen
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Phone No. (714) 200-1609

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.

4.16 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.

[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
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: Stephanie Nelson
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: Kevin Jeffries
KEVIN JEFFRIES
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: Bina Smith
Deputy

DEVELOPER

BRPLD LLC, a Delaware limited liability company

By: Dave E. Bartlett
Dave E. Bartlett
Vice President

By: John M. Ogren
John M. Ogren
Vice President

NOV 28 2023 3.40

Handwritten text in blue ink, possibly a signature or name, located in the upper right quadrant of the page.

Handwritten text in blue ink, possibly a signature or name, located in the lower right quadrant of the page.

1000

1000

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

177/182

SHEET 1 OF 14 SHEETS

RECORDER'S STATEMENT
FILED THIS 23 DAY OF December 2020, AT
L.P. IN BOOK 473 OF MAPS, AT PAGES
9a-105 AT THE REQUEST OF THE CLERK
OF THE BOARD.

NO. 20-06-56707
FEE \$350
PETER ALDAMA
ASSESSOR - COUNTY CLERK - RECORDER
BY: Michael R. Dier DEPUTY
SUBMISSION GUARANTEE BY
FIRST AMERICAN TITLE 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 AT THE REQUEST OF THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED 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.

DATE: 8-24-2020
Frank A. Artiga
FRANK A. ARTIGA
L.S. NO. 8716
EXP. 06/30/22.



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 34677 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 16, 2008. THE EXPIRATION DATE BEING JUNE 16, 2021, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 11-30-2020
David L. McMillan
DAVID L. McMILLAN
COUNTY SURVEYOR
L.S. 8448, EXP. 12/31/20



BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE STREETS" IS HEREBY ACCEPTED. THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.

THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

DATE: 12/04/2020
ATTY: KECIA HAPPER
CLERK OF THE BOARD OF SUPERVISORS
BY: Shea Marshall DEPUTY
CHAIRMAN OF THE BOARD OF SUPERVISORS

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY ACCEPTS THE OFFERS OF DEDICATION MADE HEREON.

DATE: August 19, 2020
BY: Dean Wetter
DEAN WETTER
GENERAL MANAGER

L.P. # 180066 SEC. 30, T. 5S., R. 2W SCHEDULE 'A'

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

TRACT NO. 34677

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 18098A, ON FILE IN BOOK 115, PAGES 84 AND 85, OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ACS CONSULTING, INC. JUNE 2019

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES TO THE BEST OF HIS/HER KNOWLEDGE THAT THE SIGNATURE(S) ON THE WITHIN INSTRUMENT IS/ARE THAT OF 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.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON April 28, 2020 before me, Linley R. Smith, a Notary Public, County of Riverside, California, who is duly qualified and sworn to perform the duties of my office, appeared Matthew Jennings, who presented to me on the basis of satisfactory evidence to be the person whose name is 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 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 LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Matthew Jennings
Matthew Jennings
COUNTY TAX COLLECTOR

DATE: October 21, 2020.

BY: Sheela Kulkarni DEPUTY
SHEELA KULKARNI
COUNTY TAX COLLECTOR

TAX COLLECTOR'S CERTIFICATE
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT AS SET FORTH IN THE SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEB BUT NOT YET PAYABLE, WHICH ARE AS LISTED TO BE:

DATE: 11-30-2020
Matthew Jennings
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Sheela Kulkarni DEPUTY
SHEELA KULKARNI
COUNTY TAX COLLECTOR

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONAL UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE DUE AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY CLERK, AND THAT THE BOND HAS BEEN SET AS A CONDITION OF THE FILING OF THIS MAP AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____ 2020
Jon Christensen
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THE PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66443 ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE FEES FOR SAID DRAINAGE AREA IS A CONDITION OF THE ISSUANCE OF THE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICT BOUNDARY LINE; THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN PUBLIC UTILITY PURPOSES; LOTS "A", "B", "C", AND "X"; THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (SMITHSON ROAD), LOT "C" (OLIVE AVENUE), AND LOTS 508 THROUGH 512, INCLUDING LOTS 437 THROUGH 448, LOTS 419 THROUGH 422, LOTS 423 THROUGH 426, LOTS 427 THROUGH 436, INCLUSIVE, AND LOTS 443 THROUGH 448 INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WE WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RETAIN LOTS 70", THROUGH "Y", INCLUSIVE, AND ALLEYS "A", THROUGH "Z", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 423 THROUGH 426 INCLUSIVE, AND LOTS 437 THROUGH 446, INCLUSIVE, INDICATED AS "OPEN SPACE AND DRAINAGE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 437 THROUGH 436, INCLUSIVE, INDICATED AS "WATER QUALITY BASIN", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 421 AND 422, INDICATED AS "PARK", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, STORM DRAIN EASEMENT OVER ALL OF LOTS 447 AND 448, AS SHOWN HEREON, THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, "WATER QUALITY EASEMENT" OVER ALL OF LOTS 427 THROUGH 436, INCLUSIVE, AS SHOWN HEREON, THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOTS 437 THROUGH 446, INCLUSIVE, THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOTS 447 AND 448, AS SHOWN HEREON, THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE MAINTENANCE, AND TRAIL PURPOSES.

RANCHOS PROPERTY, G.P., AN UNDIVIDED 90% INTEREST IN A CALIFORNIA GENERAL PARTNERSHIP

RANCHOS REAL ESTATE CORP., AN UNDIVIDED 2% INTEREST

BY: _____

NAME: Gregory Anthony Dier TITLE: General Manager

NAME: Mike L. Dier TITLE: Chief Executive Officer

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES TO THE BEST OF HIS/HER KNOWLEDGE THAT THE SIGNATURE(S) ON THE WITHIN INSTRUMENT IS/ARE THAT OF 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.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON 11/19/2020 before me, Em Young Lee, a Notary Public, County of Riverside, California, who is duly qualified and sworn to perform the duties of my office, appeared Matthew Jennings and Sheela Kulkarni, who presented 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 LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Em Young Lee
Em Young Lee
NOTARY PUBLIC, CALIFORNIA
COM. LICENSE NO. 10118



TRACT NO. 34677

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 19086, ON FILE IN BOOK 115, PAGES 84 AND 85, OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ACS CONSULTING INC.

SEPTEMBER 2020

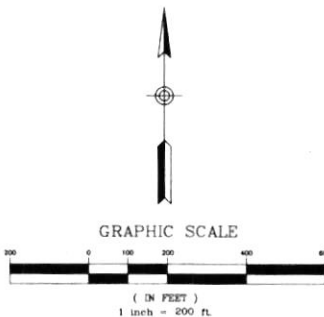
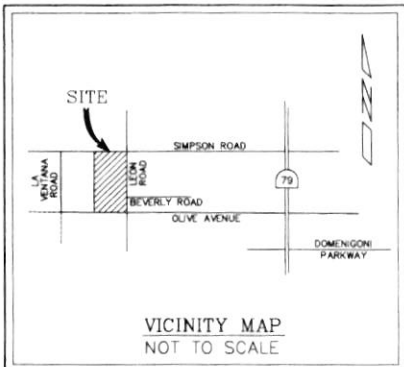
LIEN AGREEMENT NOTE

THE LAND OWNER HAS ENTERED INTO A LIEN AGREEMENT WITH THE COUNTY OF RIVERSIDE TO CONSTRUCT REQUIRED IMPROVEMENTS IN THE FUTURE. THE LIEN AGREEMENT WAS RECORDED ON ~~October 23, 2020~~ AS DOC. NO. ~~2020-0653708~~ IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

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 429 PAGE 143. THIS AFFECTS ALL PARCELS.

CC&R'S RECORDED ~~December 23, 2020~~ AS INSTRUMENT NO. ~~2020-0653708~~ O.R.



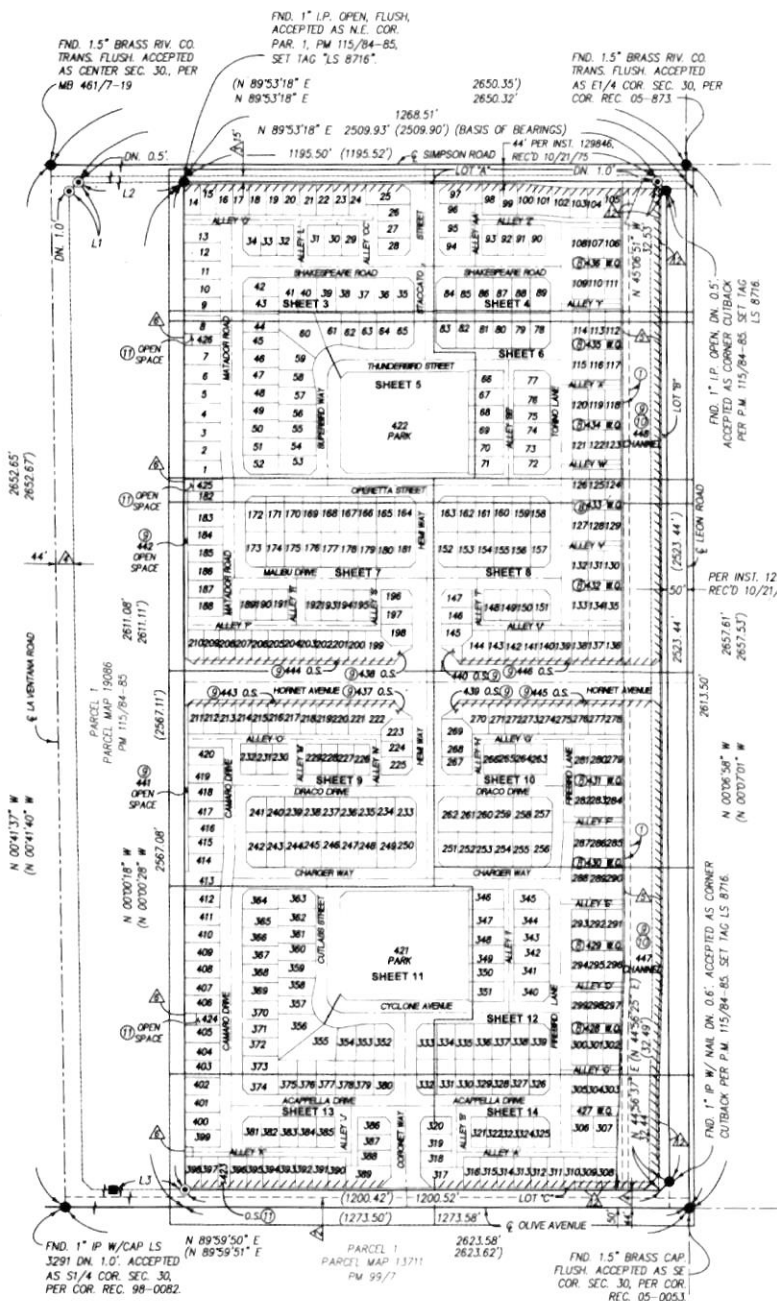
SURVEY PROCEDURE AND INDEX SHEET

SURVEYOR'S NOTES

- THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE NORTHERLY LINE OF PARCEL MAP 19086 PM 115/84-85 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SIMPSON ROAD SHOWN AS N 89°53'18" E.
- DENOTES FOUND MONUMENT AS NOTED.
- ⊙ DENOTES FOUND 1" IRON PIPE W/ CAP LS 3018 FLUSH PER PM 115/84-85.
- DENOTES FOUND 1" IRON PIPE MONUMENT OPEN, FLUSH, ACCEPTED AS PROPERTY CORNER PER RS 106/75, SET TAG "LS 8716".
- DENOTES SET 1" IRON PIPE 18" LONG WITH YELLOW PLASTIC PLUG STAMPED "LS 8716", FLUSH.
- SET 1" IRON PIPE 18" LONG WITH PLASTIC PLUG STAMPED "LS 8716", FLUSH, AT ALL REAR LOT CORNERS AND CORNER CUTBACKS.
- SET NAIL AND TAG STAMPED "LS 8716" ON TOP OF CURB AT ALL PROLONGATION OF LOT LINES FOR FRONT LOT CORNERS. PROLONGATION DISTANCE SHALL BE 9.75 FEET, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10 AND THE MONUMENT AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 71.98 ACRES, GROSS.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
- () DENOTES RECORD DATA PER PARCEL MAP 19086, P.M. 115/84-85, UNLESS NOTED OTHERWISE.
- [] DENOTES RECORD DATA PER R.S. 106/75, UNLESS NOTED OTHERWISE.
- /// INDICATES RESTRICTED ACCESS, DEDICATED HEREON.

EASEMENT NOTES

- EASEMENT DEDICATED HEREON TO VALLEY-WIDE RECREATION AND PARK DISTRICT FOR OPEN SPACE AND TRAIL PURPOSES.
- AN EASEMENT FOR LINE POLES WITH SUPPORTING STRUCTURES, WITH STREET IMPROVEMENT ASSESSMENT COVERAGE IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED ON MAY 11, 1954 IN BK. 1586, PG. 102 OF OFFICIAL RECORDS.
- AN EASEMENT FOR WATER PIPE LINES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED ON JANUARY 16, 1964 AS INSTRUMENT NO. 6250, OF OFFICIAL RECORDS.
- EXISTING PUBLIC UTILITY EASEMENT AND PUBLIC RIGHT OF WAY PER INST. NO. 123833 RECD. 10/08/75 AND PER P.M. 115/84-85, IN FAVOR OF COUNTY OF RIVERSIDE.
- AN EASEMENT FOR FLOOD CONTROL AND DRAINAGE AND INCIDENTAL PURPOSES, RECORDED ON JUNE 9, 2006 AS INST. NO. 2006-0422073, OF OFFICIAL RECORDS, IN FAVOR OF GRIFFIN COMMUNITIES.
- AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED ON DECEMBER 17, 2017 AS INST. NO. 2017-0526411, OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE.
- INGRESS AND EGRESS EASEMENT, DEDICATED HEREON.
- WATER QUALITY EASEMENT, DEDICATED HEREON.
- EASEMENT DEDICATED HEREON TO VALLEY-WIDE RECREATION AND PARK DISTRICT FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.
- STORM DRAIN EASEMENT, DEDICATED HEREON.
- PRIVATE OPEN SPACE AND DRAINAGE EASEMENT, RETAINED HEREON.
- AN EASEMENT FOR FACILITIES, ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED JUNE 24, 2020 AS INST. NO. 2020-0271012, OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 44°34'03" W	32.34'
	(N 44°35'49" E	32.36'
L2	N 89°53'18" W	1314.40'
	(N 89°53'18" W	1314.39'
L3	N 89°59'50" E	1106.54'
	(N 89°59'51" E	1106.59'

0 420 840 1,680 Feet
1 inch = 833 feet
Orthophotos Flown 2016
Printed by CSegarra on 8/8/2023

Vicinity Map Tract No. 34677

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.

