

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



ITEM: 3.76
(ID # 24944)

MEETING DATE:
Tuesday, June 25, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Scott Road Community Facilities District No 05-8 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between FPG Tricon Menifee Property LLC, City of Menifee, and the County of Riverside associated with Tract No. 32628. 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:

1. Find the Scott Road Community Facilities District No 05-8 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement not a project pursuant to State CEQA Guidelines Section 15378 (b)(5);
2. Approve and execute the Scott Road Community Facilities District No. 05-8 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between FPG Tricon Menifee Property LLC, City of Menifee, and the County of Riverside associated with Tract No. 32628; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

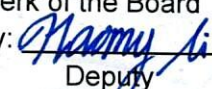
ACTION:Policy


Dennis Acuna, Director of Transportation 6/3/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: June 25, 2024
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

FPG Tricon Menifee Property LLC (Developer) owns Tract No. 32628 consisting of three hundred three (303) multi-family residential units (Tract). The Tract is located within the boundaries of the Scott Road Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County of Riverside (County). However, with the incorporation of the City of Menifee (City), the geographical boundaries of the Scott Road CFD now fall primarily within the City, including this Tract.

The Scott Road CFD is a funding mechanism that provides a means to finance, in part, the Scott Road which includes widening of Scott Road between Antelope Road and State Route 79, and improvements to the Scott Road/I-215 Interchange. Construction of the Scott Road Interchange was completed in 2022.

In addition, the Scott Road Improvements have been identified in the Transportation Uniform Mitigation Fee (TUMF) Regional System of Highways and Arterials (RSHA) and are among those facilities whose construction is to be partly financed by the collection of TUMF. Ordinance No. 824 established the TUMF Program that requires a developer to pay TUMF, which covers a developer's fair share of the estimated costs to construct transportation improvements needed to mitigate the traffic impacts generated by a developer's project. The Tract is within the City's TUMF jurisdiction.

The Developer, City, and the County now desire to enter into this Scott Road CFD Transportation Uniform Mitigation Fee Program Improvement Credit Agreement (TUMF Agreement) to provide a means by which the Developer's participation in the Scott Road CFD is offset against the Developer's obligation to pay the applicable TUMF for the Tract. 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,

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

maintenance, operation, or any other activity that would have the potential to result in any significant effect on the environment. The TUMF Agreement merely establishes a means to offset Developer's prior payment of the Scott Road CFD against Developer's obligation to pay TUMF for the Tract. 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 units as part of their purchase transaction.

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

TUMF Agreement



Jason Farin, Principal Management Analyst 6/18/2024



Aaron Gettis, Chief of Deputy County Counsel 6/10/2024

**COUNTY OF RIVERSIDE
CITY OF MENIFEE
COMMUNITY FACILITIES DISTRICT NO. 05-8 (SCOTT ROAD CFD)
IMPROVEMENT CREDIT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT FOR TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM (this "Agreement") is entered into this 25 day of June, 2024 by and between the County of Riverside, a political subdivision of the State of California (the "County"), City of Menifee, an incorporated city within the boundaries of the County (the "City"), and FPG Tricon Menifee Property LLC, a Delaware limited liability company with its principal place of business at 27271 Las Ramblas, Suite 100 Mission Viejo, CA 92691 (the "Developer"). The County, the City, and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Tract No. 32628, for which a Final Map was recorded on November 13, 2007 as Instrument No. 2007-0685937 (the "Tract") and is located within the City of Menifee, County of Riverside, California, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, the Tract consists of three hundred three (303) multi-family residential units;

WHEREAS, the Tract was approved by County prior to City's incorporation, and was conditioned by 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 the following public facilities (the "Scott Road Improvements") that were determined by County to be necessary to mitigate the transportation and circulation needs that would result from the Tract:

- (i) The widening of Scott Road to four lanes between Antelope Road and Briggs Road including all associated appurtenances and rights-of-way;
- (ii) The widening of the interchange at Interstate 215 and Scott Road and the modification of the ramps to meet future traffic demands including all associated appurtenances and rights-of-way;
- (iii) The full width improvement to Scott Road from Antelope Road to State Route 79 including all associated appurtenances and rights-of-way, bringing into conformance said facility with the Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time

CFD 05-8 (Scott Road CFD)
3-Party TUMF Improvement Credit Agreement
FPG Tricon Menifee Property LLC
Tract No. 32628

to time (collectively, the "Scott Road Improvements");

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006, (i) adopted Resolution No. 2006-092 establishing Community Facilities District No. 05-8 (Scott Road) of the County of Riverside ("Scott Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Scott Road Improvements, (ii) adopted Resolution No. CFD 2006-02 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$100,000,000 to finance the Scott Road Improvements, and (iii) called a special election for April 18, 2006, for the qualified electors of the Scott Road CFD to consider propositions dealing with the levy of the special tax and the incurrence of bonded indebtedness;

WHEREAS, the Board, on April 25, 2006, 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 Scott Road CFD to be recorded on May 4, 2006;

WHEREAS, 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 the such residential or commercial development using the RSHA;

WHEREAS, the Tract is located within the boundaries of the Scott Road CFD, as shown on the Boundary Map of the Scott Road CFD recorded as Instrument No. 2006-0167553 on March 8, 2006, or within territory that has been annexed to the Scott Road CFD;

WHEREAS, the Scott Road Improvements have been identified as part of the RSHA and to be among those facilities whose construction is to be financed by the collection of the TUMF;

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that was approved by the Board and the qualified electors of the Scott Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2005, with the intent that each unit within a single-family residential tract and each unit within a multi-family residential development will receive a credit against the TUMF in an amount set forth in this Agreement;

WHEREAS, the Scott Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency, and from the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Scott Road CFD;

WHEREAS, on October 1, 2008, City incorporated, and the Tracts and improvements are

CFD 05-8 (Scott Road CFD)
3-Party TUMF Improvement Credit Agreement
FPG Tricon Menifee Property LLC
Tract No. 32628

included within City's municipal boundaries;

WHEREAS, City reduced the TUMF during calendar year 2010 but that reduction ended as of December 31, 2010; and

WHEREAS, County, City and the Developer now desire to enter into this Agreement to provide a means by which Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF (the "TUMF Credit") for the Tract in accordance with the TUMF administrative plan.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer, County, and City 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 and City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit.

3.1 TUMF Credit for Single-Family Residential Development: (Not Applicable)
The Developer obtained the first building permit for a "production unit" located within the Tract on _____, 20___. The TUMF in effect on July 1st preceding the issue date of said first building permit was \$_____ per single-family residential unit. Each single-family residential unit within the Tract is to receive a credit, which is the lesser of (a) the amount equal to the TUMF in effect on said July 1st or (b) the amount equal to 100% of the TUMF charged at issuance of a certificate of occupancy for said unit (the "TUMF Credit Amount"). At no time shall the TUMF Credit Amount exceed 100% of the TUMF charged for said unit. The Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date it secures a certificate of occupancy for each single-family residential unit constructed on a lot within the Tract is greater than the TUMF Credit Amount for said unit, the Developer will be obligated to pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

3.2 TUMF Credit for Multi-family Residential Development: The Developer obtained the first building permit for a "production unit" located within the Tract on May 18, 2023. The TUMF in effect on July 1st preceding the issue date of said first building permit was \$6,580 per multi-family residential unit. Each multi-family unit within the Tract is to receive a credit, which is the lesser of (a) the amount equal to the TUMF in effect on said July 1st or (b) the amount equal to 100% of the TUMF charged at issuance of a certificate of occupancy for said unit (the "TUMF Credit Amount"). At no time shall the TUMF Credit Amount exceed 100% of the TUMF charged for said unit. The Developer understands that the TUMF is adjusted annually, and the Developer agrees that

should the TUMF in effect on the date it secures a certificate of occupancy for each multi-family residential unit constructed on said Parcels within the Tract is greater than the TUMF Credit Amount for said unit, the Developer will be obligated to pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

4.0 Miscellaneous.

4.1 Assignment. 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"). Developer and such purchaser and assignee (the "Assignee") shall provide to the County and City such reasonable proof as each of them may require that the Assignee is the purchaser of said lots within the Tracts. Any assignment pursuant to this paragraph 4.1 shall not be effective unless and until Developer and Assignee have executed an assignment agreement with County and with City in a form reasonably acceptable to both County and City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including credits up to the Maximum TUMF Credit for each single-family residential unit developed on a lot within the Tract or for each multi-family residential unit 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. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency among County, City, and Developer, or between any of the Parties.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, County and City, and their respective directors, officers, Legislative Body, Board of Supervisors, City Council, elected and appointed officials, employees, representatives, and agents (the "Indemnified Parties"), and each of them 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 or any combination thereof may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, 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, 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, or each of them, 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.

Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. Each Party separately warrants 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 on behalf of such Party, and each individual signing this Agreement has been duly authorized to do so on behalf of said Party.

4.5 Prohibited Interests. Developer represents and warrants that it has not

employed or retained any company or person, other than a bona fide employee working solely for Developer, or any parent or related entity of Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this representation and warranty, County and City shall each have the right to rescind this Agreement without liability.

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

To City: City of Menifee
Attention: Nick Fidler
29844 Haun Road
Menifee, CA 92586
Phone No. (951) 672-6777

To Developer: FPG Tricon Menifee Property LLC
Attention: Bryan Bergeron
27271 Las Ramblas, Suite 100
Mission Viejo, CA 92691
Phone No. (714) 722-1170

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time successfully 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. The 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 Construction; 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 either Party 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 Developer include all personnel, employees, and agents of Developer, except as otherwise specified in this Agreement. All references to County and City include its elected and appointed officials, Board, City Council, officers, employees, and agents 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 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

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 of the Parties under this Agreement.

4.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.


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

4.17 Entire Agreement. This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.

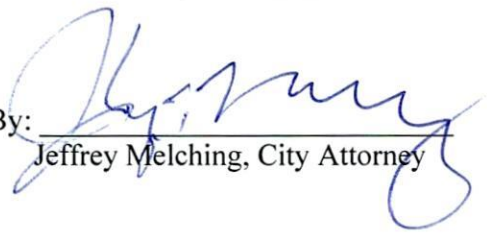
[Signatures of Parties on Next Page]

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

CITY OF MENIFEE:

By: 
Armando G. Villa, City Manager

APPROVED AS TO FORM:

By: 
Jeffrey Melching, City Attorney

ATTEST:

By: 
Stephanie Roseen, Acting City Clerk

DEVELOPER:

FPG Tricon Menifee Property LLC, a Delaware limited liability company

By: FPG Tricon Menifee Holdings LLC, a Delaware limited liability company, it's Sole Member

By: FPG INVESTORS B2, LLC, a California limited liability company, its Manager

By: 
Bryan Bergeron
Vice President

[Signatures continued on next page]

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.

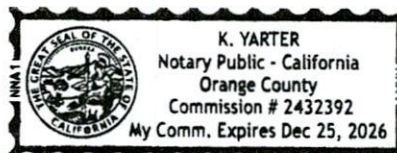
State of California
County of Orange)

On January 3, 2024 before me, K. Yarter, Notary Public
(insert name and title of the officer)

personally appeared Bryan Bergeron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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


WITNESS my hand and official seal.



Signature K. Yarter (Seal)

COUNTY OF RIVERSIDE:

RECOMMENDED FOR APPROVAL:

By: 
Dennis Acuna
Director of Transportation

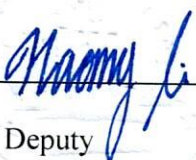
APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
CHUCK WASHINGTON
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

CFD 05-8 (Scott Road CFD)
3-Party TUMF Improvement Credit Agreement
FPG Tricon Menifee Property LLC
Tract No. 32628

EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

2007-0689107
ORIGINAL

SHEET 1 OF 7 SHEETS

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

TRACT NO. 32628

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF FOR COMMUNITARIAN PURPOSES.

RECORDER'S STATEMENT
FILED THIS 13TH DAY OF NOVEMBER 2007, AT 8:00 AM, IN BOOK 4427 OF MAPS, AT PAGE 18-24, AT THE REQUEST OF THE CLERK OF THE BOARD, NO. 2007-0689107
FEE \$114.00

LARRY W. WARD, ASSESSOR - COUNTY CLERK - RECORDER
BY: *Sophia J. Smith* DEPUTY

SUBDIVISION GUARANTEE BY: COMMONWEALTH LAND 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 ORDINANCE AT THE REQUEST OF BRENSON COMMUNITIES, ON JANUARY, 2007. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MOVEMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENFORCE THE SURVEY TO BE RETROCED, AND THAT THIS FINAL MAP SURVEY IS A USUALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.



Michael A. Slavson
MICHAEL A. SLAVSON, L.S. 8068 DATE 8/14/07
EXPIRES 12-31-2007

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONCERNING WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 32628 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 7, 2006, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

B-H-H
BRIAN H. HESS, COUNTY SURVEYOR DATE 12-31-07
L.S. NO. 4993, EXPIRES 12-31-07

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 THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR PERSONS AND VEHICLES WITHIN THE "PRIVATE ROAD EASEMENTS", AS SHOWN HEREON IS HEREBY ACCEPTED.

DATED: *Oct 16, 2007* COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: *[Signature]*
NANCY ROMERO, COUNTY CLERK OF THE BOARD OF SUPERVISORS
BY: *[Signature]* DEPUTY

SIGNATURE OMISSION
PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED:
STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PER DOCUMENT RECORDED MAY 26, 1971, AS INST. NO. 55793, O.R. 141.

IP # 070035 SEC. 11, T16S, R3W SCHEDULE 'A'



NOTARY ACKNOWLEDGEMENT
STATE OF CALIFORNIA
COUNTY OF *SAN DIEGO*

ON *16* *14* *2007* BEFORE ME, *2007* BEFORE ME, *2007* BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED *James P. Brennan*, *James P. Brennan*, *James P. Brennan* AND *James P. Brennan* PERSONALLY KNOWN TO ME (OR PROVED TO ME) OR THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND AUTHORIZED TO EXECUTE THE SAME IN CONNECTION WITH THE INSTRUMENT. I AM CAPACITATED TO EXECUTE THE SAME IN CONNECTION WITH THE INSTRUMENT. I HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED *James P. Brennan*, *James P. Brennan*, *James P. Brennan* AND *James P. Brennan* PERSONALLY KNOWN TO ME (OR PROVED TO ME) OR THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND AUTHORIZED TO EXECUTE THE SAME IN CONNECTION WITH THE INSTRUMENT. I AM CAPACITATED TO EXECUTE THE SAME IN CONNECTION WITH THE INSTRUMENT.

WITNESS MY HAND AND SEAL OF OFFICE, THIS *16* DAY OF *August*, 2007, AT *San Diego*, CALIFORNIA.
NOTARY PUBLIC IN AND FOR SAID STATE
BY: *James P. Brennan*
JAMES P. BRENNAN, MANAGER
MY PRINCIPAL PLACE OF BUSINESS IS IN *San Diego* COUNTY.
MY COMMISSION EXPIRES *February 2007*
COMMISSION NUMBER: *1541363*

(NAME PRINTED)
STATE OF CALIFORNIA
COUNTY OF *SAN DIEGO*

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OWNER'S STATEMENT
WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, EXCEPT THAT PORTION OF SAID LAND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TO A PART OF SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 'A' THROUGH 'D', INCLUSIVE.

AS A CONDITION OF THE DEDICATION OF LOTS 'A' AND 'B' (ANTELOPE ROAD), THE OWNERS OF LOTS 'A' AND 'B' HEREBY AGREE TO CONVEY TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL RIGHTS OF ACCESS EXCEPT THE OWNERSHIP OF LOTS 'A' AND 'B', AND TO EXCEPT TWO ADJACENT 29 FOOT ACCESS OPENINGS, ONE EACH FOR LOTS 'A' AND 'B', AS SHOWN HEREON, 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 THE EASEMENTS INDICATED AS "PRIVATE ROAD EASEMENTS" AND THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENT" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENTS" AS SHOWN HEREON WITHIN THIS TRACT MAP.

BC CHRISTENSEN-BANKO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: *James P. Brennan*
JAMES P. BRENNAN, MANAGER

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IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TRACT NO. 32628
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF
FOR CONDOMINIUM PURPOSES.

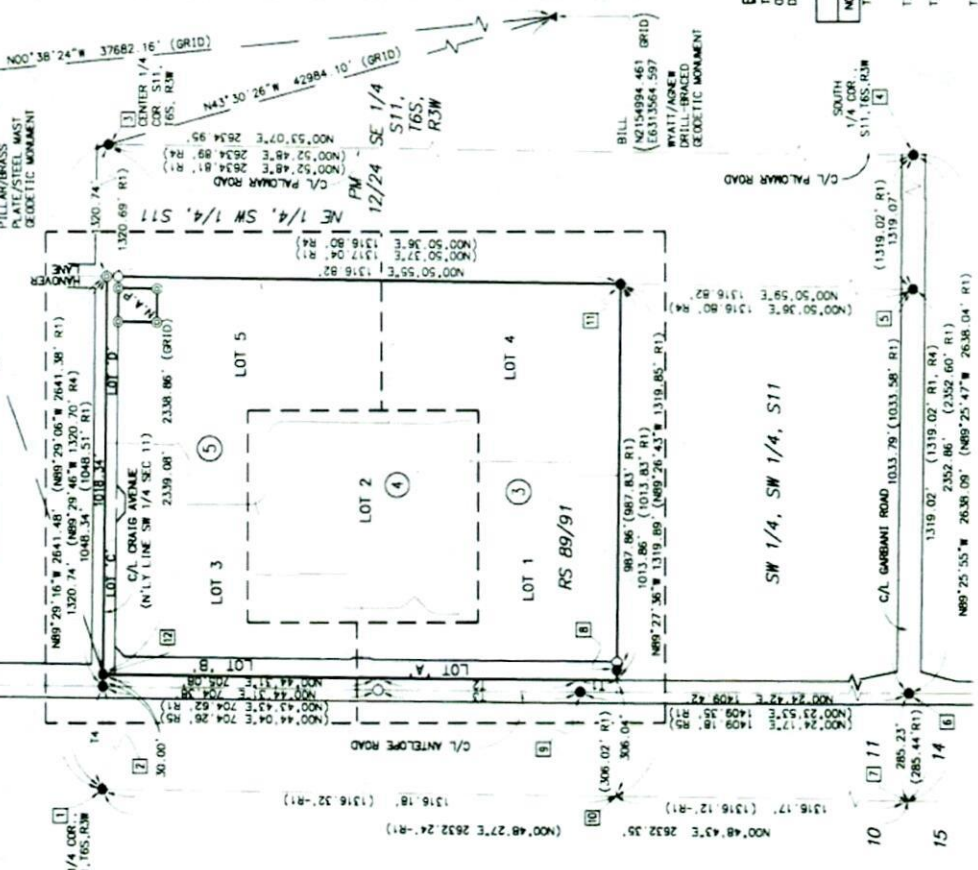


BOUNDARY CONTROL AND SHEET INDEX

② DENOTES SHEET NUMBER

MONUMENT NOTES

- SET 1" IP TAGGED "LS 8068" AT ALL LOT CORNERS, FLUSH WITH SURFACE.
- SET 1" IP R TAG "LS 8068", FLUSH (RIV. CO. STD. "A" MON.)
- SET 2" IP R TAG "LS 8068", FLUSH (RIV. CO. STD. "A" MON.)
- INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON
- FD, 2" IP W/BRASS CAP CALTRANS MONUMENT, DN 0.6', STAMPED "1/4 SEC 11", PER MAP 204-962, RS 89/81, MB 188/29-34, ACCEPTED AS 1/4 CORNER OF SECTION 11.
- FD, 2" IP W/BRASS CAP CALTRANS MONUMENT WITH ILLISIBLE MARKINGS, DN 0.3', SET CALTRANS PER MONUMENT, 11/10/94, 204-961, RS 89/81, MB 188/29-34, ACCEPTED AS C/L INT. OF ANTELOPE ROAD AND 1/4 SECTION LINE.
- FD, 1" IP "LS 5820", DN 0.3', NO RECORD, ACCEPTED AS CENTER 1/4 CORNER, PER RS 89/81, PM 12/24 (TIE POINT N 2186170.333 E 6281972.406)
- FD, 1" IP "RICE 24102" PLASTIC PILE, DN 0.4', PER MB 285/83-87, MB 308/53-57, ACCEPTED AS 1/4 CORNER OF SECTION 11
- FD, 1" IP OPEN, DN 0.2', NO RECORD, SET TAG "LS 8068", ACCEPTED AS 1/16 CORNER OF SECTIONS 10 AND 14
- FOUND 1" IP "RICE 24102", DN 0.3', NO RECORD, ACCEPTED AS C/L INT. OF ANTELOPE ROAD AND GARBANI ROAD, PER RS 89/81
- SUF, ESTABLISHED BY PROJECTING LINE 8" W/1/16 CORNER OF SECTIONS 10 AND 14, AND 1/4 CORNER OF SECTION 11, AT RECORD DISTANCE PER PM 12/24
- FD, 1" IP "RICE 21914", DN 0.1', PER ROS 89/81, DESTROYED DURING CONSTRUCTION, RESET 1" IP 7/16 "LS 8068", FLUSH
- FD, 2" IP W/BRASS CAP CALTRANS MONUMENT STAMPED "CL INT. RD. 264-965-42.06 COOT", DN 0.2', PER CALTRANS R/W MAP 913022 & RS 89/81
- SUF, ESTABLISHED AS 1/16 CORNER OF SECTIONS 10 AND 11.
- FD, 2" IP "RICE 11912", DN 0.3', PER RS 89/81, ACCEPTED AS SW 1/16 CORNER OF SECTION 11, DESTROYED DURING CONSTRUCTION, RESET 2" IP 7/16 "LS 8068", FLUSH
- FD, 1" IP OPEN, DN 0.3', PER MB 188/29-34, TAG MISSING, ACCEPTED AS NW CORNER OF PROPERTY, SET TAG "LS 8068" (TIE POINT N 2186191.242 E 6281633.641)



ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION IN EGS BOOK 39, PAGE 66

NO.	BEARING/Delta	RADIUS	LENGTH	NOTE
11	N00°24'42"E (N00°24'17"E)	93.77' (93.63')	93.77' (93.63')	R1 R2
12	00°19'49"	89767.00'	517.46'	R1 & R2
13	00°19'49"	90000.00'	518.80'	R5
14	N89°29'05"W (N89°29'05"W)	90000.00'	272.40'	R1 R2

BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE 6, (EPOCH 2004.001) BASED LOCALLY ON SECTION STATIONS "BILL" AND "ESW" AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID, UNLESS OTHERWISE NOTED. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. COATED BEARINGS AND DISTANCES FROM MAPS OR OTHER SOURCES HAVE BEEN ADJUSTED TO THIS SURVEY. DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION OF FACTOR OF 0.999992515. CALCULATIONS ARE MADE AT MONUMENT NO. 12 WITH COORDINATES OF N 2186191.242, E 6281633.641, USING AN ELEVATION OF 1474.0 FEET.

SURVEYOR'S NOTES

- TRACT NO. 32628 CONTAINS 5-NUMBERED LOTS AND 4-LETTERED LOTS
- TRACT NO. 32628 CONTAINS 30 7.5 ACRE LOTS
- ALL PUBLIC SERVICES AND PUBLIC UTILITIES INSTALLED WITHIN THIS TRACT SHALL BE PLACED UNDERGROUND
- INDICATES RESTRICTED ACCESS
- ALL MONUMENTS SHOWN AS SET SHALL BE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.9 AND THE MONUMENT AGREEMENT FOR THIS MAP
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS
- FORM'S PER INSTRUMENT RECORDED N 2186191.242, E 6281633.641, D.R. RIV.

REFERENCE LEGEND

- (R1) RS 89/81
- (R2) MB 188/29-34
- (R3) PM 12/24-75
- (R4) PM 12/24
- (R5) CA DEPT OF TRANSPORTATION R/W MAP 913022

EASEMENT NOTES

- ① AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR PUBLIC UTILITIES, PER INSTRUMENT RECORDED MAY 26, 1971 AS INST. NO. 55793, D.R. RIV.
- ② AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINE AND ACCESS PURPOSES, PER INSTRUMENT RECORDED JULY 9, 1991 AS INST. NO. 230836, D.R. RIV.
- ③ AN IRREVOCABLE OFFER FOR PUBLIC ROAD, SLOPE AND DRAINAGE - PUBLIC UTILITIES IN FAVOR OF THE COUNTY OF RIVERSIDE PER INSTRUMENT RECORDED AUGUST 4, 1988 AS INST. NO. 88-218680, D.R. RIV.
- ④ AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITIES AND ACCESS PURPOSES, PER INSTRUMENT RECORDED BUDGET 1991 AS INST. NO. 89-20233, D.R. RIV.
- ⑤ AN EASEMENT IN FAVOR OF EASTERN CALIFORNIA Edison COMPANY FOR PUBLIC UTILITY PURPOSES, PER INSTRUMENT RECORDED NOVEMBER 6, 1997 AS INST. NO. 407107, D.R. RIV.
- ⑥ AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SLOPE AND DRAINAGE PURPOSES, PER INSTRUMENT RECORDED AUGUST 2, 2000 AS INST. NO. 2000-297883, D.R. RIV.
- ⑦ AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINE AND FACILITY PURPOSES, PER INSTRUMENT RECORDED AUGUST 2, 2000 AS INST. NO. 2000-297884, D.R. RIV.

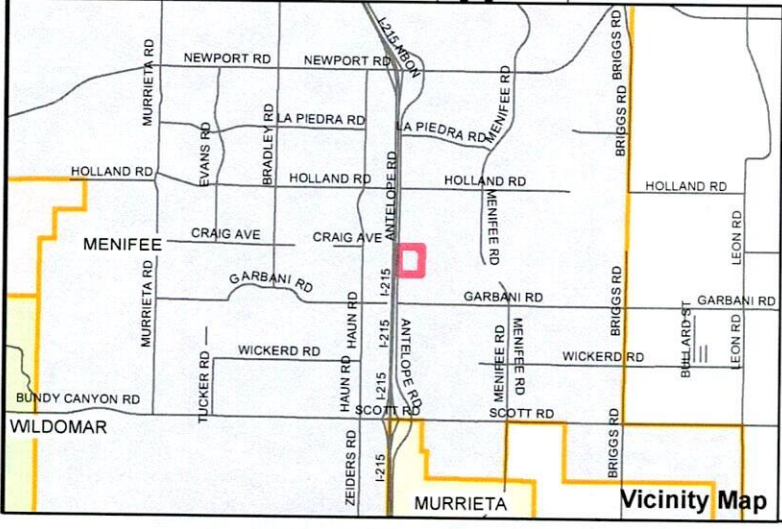
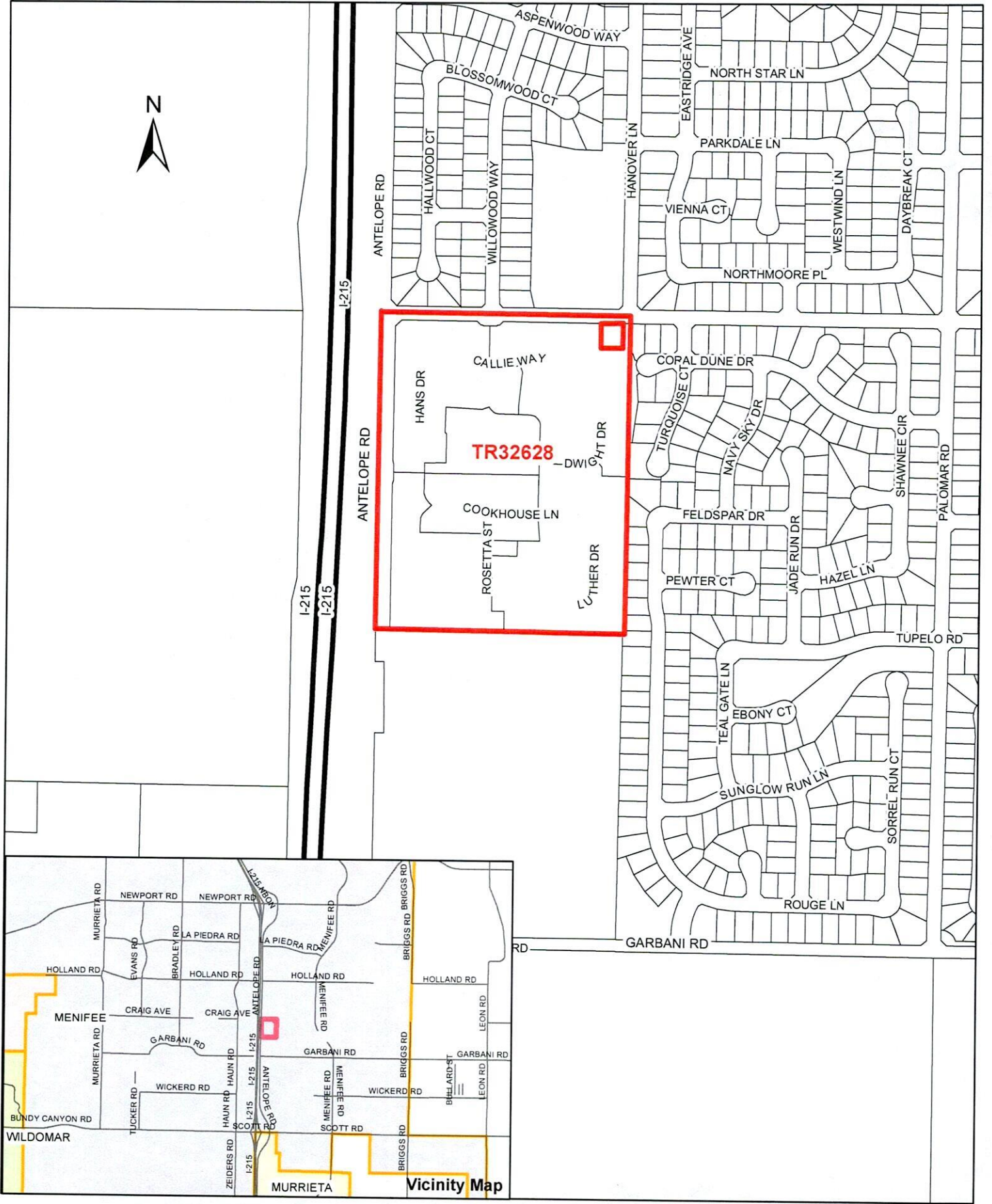
ABBREVIATION LEGEND

- O.R. OFFICIAL RECORDS RIVERSIDE COUNTY
- IP MONUMENT BEARING
- RIV RIVERSIDE COUNTY
- SUF SEARCHED, NOTHING FOUND
- W/ WITH
- FD FOUND

0 250 500 1,000 Feet
 1 inch = 500 feet
 Orthophotos Flown 2016
 Printed by CSegarra on 12/15/2023

Vicinity Map Tract No. 32628

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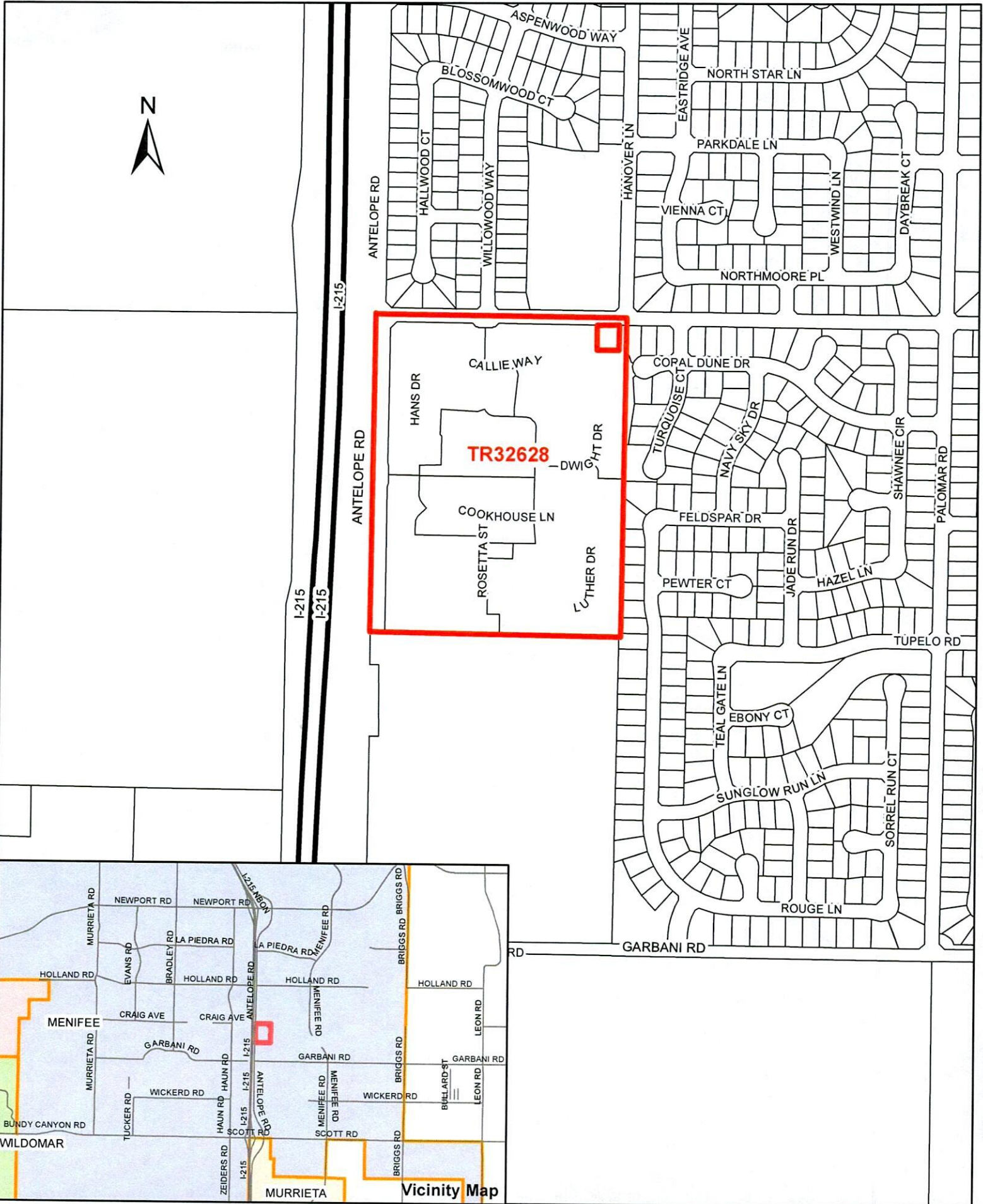


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