

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



ITEM: 3.57
(ID # 28505)

MEETING DATE:
Monday, September 22, 2025

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 KL LB Buy 2 LLC and the County of Riverside associated with Tract No. 36288. 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 Newport Road Community Facilities District No. 03-1 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement not a project under CEQA pursuant to State CEQA Guidelines Section 15378 (b)(5);
2. Approve and execute the Newport Road Community Facilities District No. 03-1 Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between KL LB Buy 2 LLC and the County of Riverside associated with Tract No. 36288; and,
3. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION:Policy


Dennis Acuna, Director of Transportation 7/29/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 22, 2025
xc: Transp.

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: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

KL LB Buy 2 LLC (Developer) owns Tract No. 36288 consisting of seventy-two (72) 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. 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 Tract. Each dwelling home 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

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

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

Impact on Residents and Businesses

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

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

TUMF Agreement



Jason Farin, Principal Policy Analyst 9/17/2025



Aaron Gettis, Chief of Deputy County Counsel 8/20/2025

**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 22 day of September, 2025, by and between the County of Riverside, a political subdivision of the State of California (the "County") and KL LB Buy 2 LLC, a Delaware limited liability company, with its principal place of business at 225 Liberty St. Suite 4210 New York, NY 10281 (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. 36288, for which a Final Map was recorded on April 21, 2021, as Instrument No. 2021-0247878 (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 seventy-two (72) 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 Tract 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.

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 Tract exceeds the TUMF Bond Credit for such Tract.

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 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, 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

To Developer: KL LB Buy 2, LLC
Attention: Nathan Holt
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251
Phone No. (480) 447-8044

With a copy to: Beazer Homes Holdings, LLC
Attention: Sonia Villaneda
310 Commerce Suite 150
Irvine, CA 92602
Phone No. 626-235-7168

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

4.7 Cooperation; Further Acts: All Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.8 Interpretation; References; Captions: It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against any of the Parties as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to the Developer include all its officers, personnel, employees, agents and representatives, except as otherwise specified in this Agreement. All references to the County include its elected officials, directors, officers, employees, agents and representatives, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendments: This Agreement may only be amended by an instrument in writing executed and delivered by the County and the Developer.

4.10 Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

4.11 Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.13 Invalidity; Severability: The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy was not contained herein.

4.14 Consent to Jurisdiction and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of

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

4.15 Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, each Party shall be responsible for their own attorney's fees.

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

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

4.18 Merger Clause: This Agreement contains the entire agreement between the Parties with respect to matters specifically addressed herein and supersedes any prior oral or written statements, negotiations, or understandings concerning such matters which are hereby merged into this Agreement.

[Signatures of Parties on Following Pages]

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

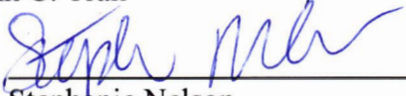
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:


By: 
Dennis Acuna
Director of Transportation

APPROVED AS TO FORM:

Minh C. Tran

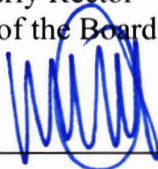
By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
V. MANUEL PEREZ
Chairman, County Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

DEVELOPER

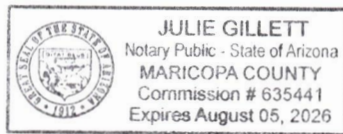
KL LB Buy 2 LLC, a Delaware limited liability company

By: 
Nathan Holt
Authorized Signatory

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that Nathan Holt, Authorized Signatory of **KL LB BUY 2 LLC**, personally appeared before me this day and acknowledged that due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal the 21st day of July, 2025.



Julie Gillett

Notary Public

My Commission Expires: 08/05/2026

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

2021-024787B
Original
SHEET 1 OF 4 SHEETS
478

OWNERS 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 DISTINCTIVE BORDERLINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. LOTS 'A' THROUGH 'D' INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. ABUTTERS RIGHTS OF ACCESS ALONG COMENSONS PARKWAY. THE OWNER OF LOTS 9 THROUGH 25, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME 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 DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. WATER QUALITY EASEMENT OVER ALL OF WATER QUALITY BASIN LOTS 47 AND 74, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTIONS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVER ALL OF LOTS 47 AND 74 AND A PORTION OF LOTS 19 THROUGH 26, INCLUSIVE AND LOTS 48 THROUGH 61, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOTS 47 AND 74 IN FEE, 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.

THE JACINTO FAMILY LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

BY: David Jacinto
DAVID A. JACINTO, GENERAL PARTNER

THE PAUL AND DEBRA MARX FAMILY LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP

BY: Paul Marx
PAUL G. MARX, GENERAL PARTNER

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 San Diego
ON Jan 22, 2021 BEFORE ME, Janet D. Lummings, A NOTARY PUBLIC,
PERSONALLY APPEARED David A. Jacinto

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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/ITS/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: Janet D. Lummings NAME: Janet D. Lummings
PRINCIPAL COUNTY OF BUSINESS San Diego
COMMISSION EXPIRES Oct 11, 2022 COMMISSION # OF NOTARY 2262181

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 San Diego
ON Jan 22, 2021 BEFORE ME, Paul G. Marx, A NOTARY PUBLIC,
PERSONALLY APPEARED Paul G. Marx

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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/ITS/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: Janet D. Lummings NAME: Janet D. Lummings
PRINCIPAL COUNTY OF BUSINESS San Diego
COMMISSION EXPIRES Oct 11, 2022 COMMISSION # OF NOTARY 2262181

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 36288

BEING A SUBDIVISION OF LOT 50 AS SHOWN BY AMENDED TRACT MAP NO. 30286-1 FILE IN BOOK 431 OF MAPS, AT PAGES 19 THROUGH 26, INCLUSIVE, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWN 14P 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

GEOCENTRIC LAND SURVEYING

FEBRUARY, 2018

ABANDONMENT OF PUBLIC STREETS AND PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

1. THAT PORTION OF AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-0103827, O.R., WITHIN THE BOUNDARY OF THIS TRACT MAP.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 4,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: February 18, 2021

CASHOR SURETY BOND
MATT JENNINGS
COUNTY TAX COLLECTOR

BY: Olivera Katsub DEPUTY

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 TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 4,700.00.

DATE: February 18, 2021

MATT JENNINGS
COUNTY TAX COLLECTOR

BY: Olivera Katsub DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE WINCHESTER / NORTH HEMET SUB-WATERSHED OF 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 66483, ET SEQ. OF THE GOVERNMENT CODE AND 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 DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID 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.

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.

DATE: FEB. 4, 2021

BY: Dean Wetter
DEAN WETTER
GENERAL MANAGER

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 MEADOW VISTA HOLDINGS ON JANUARY 23, 2018. 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 MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 1-22, 2021
LORNE L. DAPRON
L.S. NO. 7824



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS 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 MAP NO. 36288 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON DECEMBER 11, 2012. THE EXPIRATION DATE BEING JUNE 7, 2022 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 3-24, 2021

DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. NO. 8488, EXPIRES 12-31-2022



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 COUNTY STANDARDS AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG COMENSONS PARKWAY, AND LOTS 9 THROUGH 25, INCLUSIVE, FOR PUBLIC ROAD AND UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM.

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

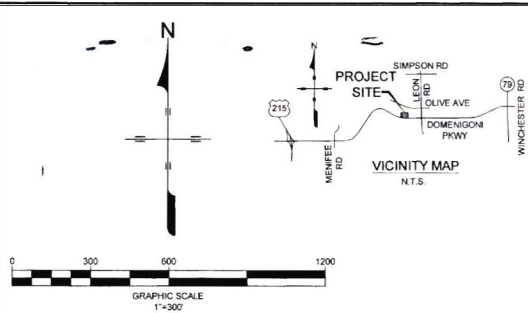
DATE: March 30, 2021 ATTEST:
KECIA HARRER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: Karen S. Spiegel DEPUTY
CHAIRMAN OF THE BOARD OF SUPERVISORS

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

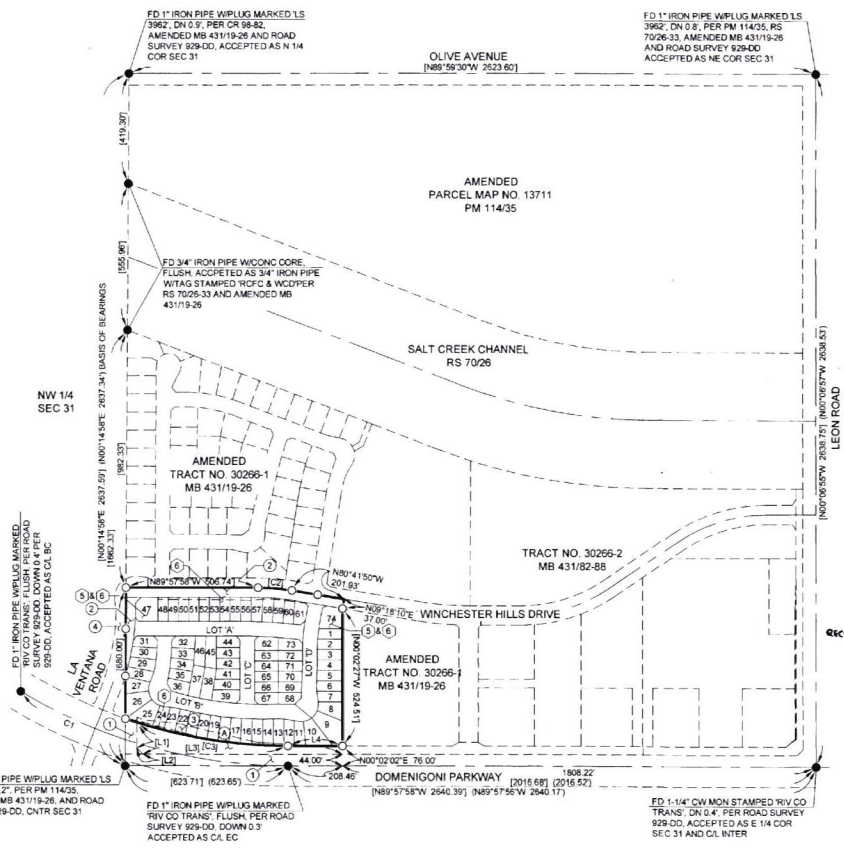
TRACT NO. 36288

BEING A SUBDIVISION OF LOT 66 AS SHOWN BY AMENDED TRACT MAP NO. 30266-1 FILE IN BOOK 431 OF MAPS, AT PAGES 19 THROUGH 26 INCLUSIVE, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, RIVERSIDE COUNTY CALIFORNIA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 5 SOUTH RANGE 2 WEST, SAN BERNARDINO MERIDIAN
GEOCENTRIC LAND SURVEYING FEBRUARY, 2018



LINE TABLE		
LINE	BEARING	DIST.
L1	N00°14'58"E	28.16
L2	N45°00'28"W	32.81
L3	N45°00'22"W	32.60
L4	N89°57'58"W	764.84
L4	N89°57'58"W	208.46

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	30°47'49"	2000.16	1079.11
C2	09°16'08"	800.00	129.42
C3	17°30'54"	1924.19	588.21



SURVEYOR'S NOTES

- INDICATES FOUND SURVEY MONUMENT AS NOTED
- INDICATES SET 1" IRON PIPE WITH TAG STAMPED 'LS 7824, FLUSH.
- /// INDICATES ABUTTERS' RIGHT OF ACCESS DEDICATED HEREON.
- [] INDICATES RECORD AND MEASURED DATA PER AMENDED TRACT NO. 30266-1, MB 431/19-26
- () INDICATES RECORD DATA PER ROAD SURVEY 929-00, DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINED FACTOR OF 1.00009270
- () INDICATES RECORD DATA PER EASEMENT RECORDED JANUARY 7, 2020, AS INSTRUMENT 2020-0006583 OF OFFICIAL RECORDS
- || INDICATES RECORD DATA PER EASEMENT RECORDED FEBRUARY 13, 2004, AS INSTRUMENT 2004-0103828 OF OFFICIAL RECORDS.

MONUMENTS PER AMENDED TRACT MAP NO. 30266-1 NOT SET PRIOR TO RECORDATION OF THIS MAP

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 481.10 AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

SET LEAD AND DISC STAMPED 'LS 7824' ON THE TOP OF CURB ON AN OFFSET OF 9.75' (14.75' FOR 74' RIGHT OF WAY LINE), FOR BCS, ECS, PCCS AND CORNER OUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM THE CENTERLINE, UNLESS OTHERWISE NOTED

SET LEAD AND DISC STAMPED 'LS 7824' ON THE TOP OF CURB ON AN OFFSET OF 9.75' (14.75' FOR 74' RIGHT OF WAY LINE), MEASURED RADIAL FROM THE RIGHT OF WAY FOR FRONT LOT CORNERS SET ON THE PROLONGATION OF THE LOT LINE.

SET 3/4" IRON PIPE WITH TAG STAMPED 'LS 7824' AT REAR LOT CORNERS

SET LEAD AND DISC STAMPED 'LS 7824' ON THE TOP OF WALL IN LIEU OF 3/4" IRON PIPE AT REAR LOT CORNERS WHERE CONCRETE BLOCK WALLS EXIST AT THE LOT CORNER

TRACT NO. 36288 CONTAINS 10.90 ACRES GROSS

TRACT NO. 36288 CONTAINS 74 NUMBERED LOT AND 4 LETTERED LOTS 'A' THROUGH 'D'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH RANGE 2 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON AMENDED TRACT 30266-1, MB 431/19-36, BEING N00°14'58"E

DRAINAGE NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS

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 43 PAGE 87

LIEN AGREEMENT

THE LAND OWNER HAS ENTERED INTO 2 LIEN AGREEMENTS WITH THE COUNTY OF RIVERSIDE TO CONSTRUCT REQUIRED IMPROVEMENTS IN THE FUTURE. THE LIEN AGREEMENTS WERE RECORDED ON 4-21-2021 AS DOCUMENT NO. 2021-024787A AND ON 4-21-2021 AS DOCUMENT NO. 2021-024787B RECORDS OF THE RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

- EASEMENT NOTES**
- THAT PORTION OF 44' RIGHT OF WAY ACCEPTED BY RESOLUTION RECORDED AUGUST 12, 1988 AS INSTRUMENT NO. 223519 OF OFFICIAL RECORDS, NOT ABANDONED BY MB 431/19-26
 - ACCEPTED OFFER OF DEDICATION FOR PUBLIC ROAD AND UTILITY PURPOSES ON AMENDED TRACT MAP NO. 30266-1, MB 431/19-26
 - THAT PORTION OF AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-103828 OF OFFICIAL RECORDS, WITHIN THE BOUNDARY OF THIS TRACT MAP.
 - THAT PORTION OF LA VENTANA ROAD DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED JANUARY 7, 2020 AS INSTRUMENT 2020-0006583 OF OFFICIAL RECORDS
 - EASEMENT FOR PUBLIC PURPOSES, WATER QUALITY EASEMENT OVER ALL OF WATER QUALITY BASIN LOTS 47 AND 74. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES, DEDICATED HEREON.
 - EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OVER ALL OF LOTS 47 AND 74 AND A PORTION OF LOTS 19 THROUGH 26, INCLUSIVE AND LOTS 48 THROUGH 61, INCLUSIVE. THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES, DEDICATED HEREON.
 - THAT PORTION OF AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, DEDICATED TO THE COUNTY OF RIVERSIDE, RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-103827 OF OFFICIAL RECORDS, WITHIN THE BOUNDARY OF THIS TRACT MAP, ABANDONED HEREON.

NOTES

- GRANT DEED FOR NEWPORT ROAD IMPROVEMENTS RECORDED FEBRUARY 13, 2004 AS INSTRUMENT NO. 2004-0103826 OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE

2021-0247878
Original
478
3

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

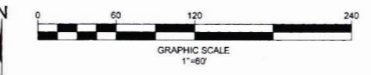
TRACT NO. 36288

BEING A SUBDIVISION OF LOT 65, AS SHOWN BY AMENDED TRACT MAP NO. 30266-1 FILE IN BOOK 431 OF MAPS, AT PAGES 19 THROUGH 26, INCLUSIVE, RECORDS OF THE RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE COUNTY CALIFORNIA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

GEOCENTRIC LAND SURVEYING FEBRUARY 2018

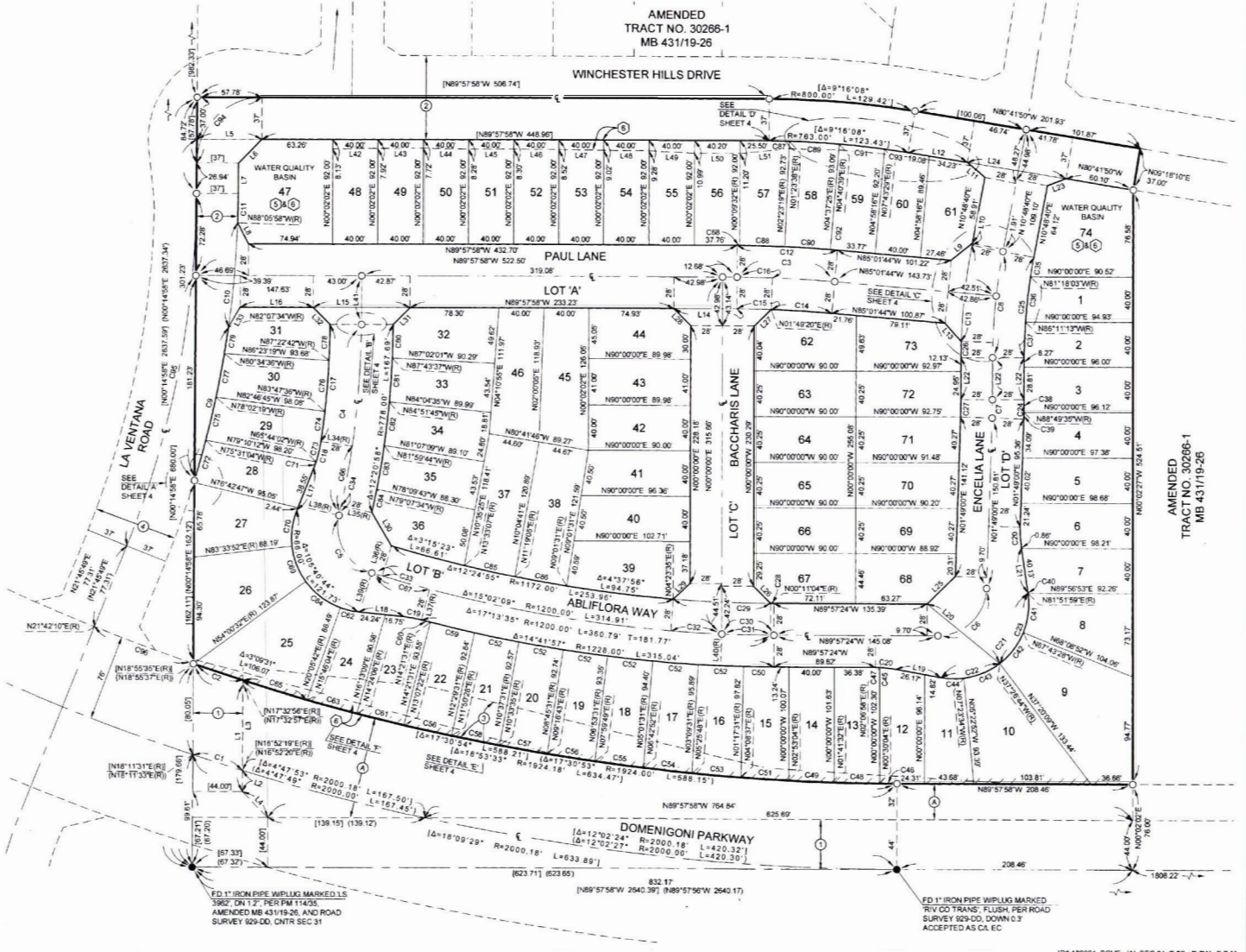
NOTES
SEE SHEET 2 OF 4 FOR SURVEY NOTES.
BASIS OF BEARINGS AND EASEMENT NOTES.

AMENDED
TRACT NO. 30266-1
MB 431/19-26



LINE	BEARING	DIST
L1	N00°14'58"E	198.191
L2	N00°14'58"E	79.451
L3	N00°14'58"E	118.711
L4	N45°02'22"W	132.611
L5	N89°57'58"W	57.82
L6	N45°08'30"E	126.641
L7	N00°14'58"E	126.931
L8	N27°23'33"W	21.05
L9	N51°39'49"E	23.89
L10	N10°48'40"E	1.91
L11	N49°39'59"W	20.40
L12	N80°41'50"W	53.31
L13	N41°20'03"W	21.71
L14	N89°57'58"W	55.67
L15	N89°57'58"W	86.67
L16	N89°57'58"W	65.23
L17	N01°40'36"W	40.99
L18	N89°57'58"W	40.99
L19	N79°39'36"W	40.99
L20	N00°50'31"W	83.01
L21	N08°29'48"W	40.99
L22	N00°02'27"W	37.08
L23	N89°58'02"E	17.32
L24	N84°41'50"W	88.52
L25	N45°58'48"E	34.80
L26	N44°43'19"W	21.32
L27	N48°14'40"E	20.96
L28	N44°58'59"W	21.22
L29	N47°01'31"E	20.92
L30	N29°34'06"W	36.87
L31	N44°49'51"E	21.12
L32	N44°57'57"W	21.21
L33	N33°48'25"E	20.37
L34	N81°39'39"W	40.99
L35	N77°34'40"W	40.99
L36	N81°48'35"E	40.99
L37	N14°44'31"E	40.99
L38	N78°54'42"W	40.99
L39	N11°51'15"E	40.99
L40	N89°44'24"E	40.99
L41	N89°09'40"W	40.99
L42	N89°55'56"W	40.99
L43	N89°58'14"W	40.99
L44	N89°14'22"W	40.99
L45	N89°25'56"W	40.01
L46	N89°30'34"W	40.04
L47	N89°40'34"W	40.18
L48	N84°17'16"E	43.58

CURVE	DELTA	RADIUS	LENGTH
C1	01°19'13"	2000.18	148.05
C2	01°22'39"	2000.18	148.05
C3	04°56'14"	1000.00	86.17
C4	13°03'16"	750.00	170.88
C5	85°49'07"	43.00	64.41
C6	88°13'30"	43.00	66.21
C7	01°51'27"	500.00	16.21
C8	10°51'07"	500.00	84.70
C9	08°58'58"	887.00	139.08
C10	09°58'24"	887.00	92.47
C11	01°39'04"	887.00	25.56
C12	04°56'14"	1000.00	86.17
C13	09°17'47"	528.00	85.67
C14	03°08'56"	972.00	53.42
C15	01°47'18"	972.00	30.34
C16	01°47'18"	1000.00	31.21
C17	08°15'52"	722.00	104.14
C18	13°20'31"	100.00	23.29
C19	09°44'21"	100.00	19.50
C20	10°17'48"	100.00	17.87
C21	11°47'10"	89.00	141.80
C22	47°47'08"	65.00	55.90
C23	81°02'04"	65.00	70.31
C24	01°51'27"	528.00	17.12
C25	10°51'07"	472.00	58.40
C26	01°33'20"	528.00	14.33
C27	01°51'27"	472.00	15.30
C28	02°08'56"	1172.00	2.89
C29	04°12'31"	1172.00	86.09
C30	00°11'26"	1200.00	45.88
C31	02°08'56"	1200.00	43.02
C32	02°09'33"	1200.00	45.22
C33	00°27'41"	1200.00	8.87
C34	02°08'56"	792.00	8.72
C35	02°06'43"	472.00	17.40
C36	04°53'10"	472.00	40.25
C37	02°51'14"	472.00	31.35
C38	01°12'52"	528.00	11.19
C39	00°38'38"	528.00	5.93
C40	06°26'47"	65.00	3.40
C41	30°24'33"	65.00	35.03
C42	30°16'44"	65.00	34.88
C43	06°26'47"	65.00	3.40
C44	17°43'58"	65.00	20.43
C45	08°13'28"	100.00	14.30
C46	02°28'02"	1924.18	15.89
C47	04°04'22"	100.00	3.52
C48	01°11'28"	1924.18	40.00
C49	01°11'22"	1924.18	40.04
C50	01°14'50"	1228.00	20.39
C51	01°15'33"	1924.18	42.29
C52	01°52'30"	1228.00	40.01
C53	01°11'11"	1924.18	43.20
C54	01°17'04"	1924.18	43.14
C55	01°18'53"	1924.18	43.07
C56	01°18'53"	1924.18	43.07
C57	01°18'52"	1924.18	43.02
C58	14°05'30"	65.00	18.23
C59	00°23'02"	100.00	8.23
C60	01°18'44"	1924.18	42.95
C61	01°18'44"	1924.18	42.95
C62	14°05'30"	65.00	18.23
C63	01°21'58"	1924.18	45.88
C64	33°54'50"	65.00	39.07
C65	00°03'07"	1028.00	2.24
C66	04°44'53"	750.00	62.15
C67	02°31'38"	1200.00	52.93
C68	00°03'07"	1028.00	2.24
C69	29°32'20"	65.00	32.39
C70	28°07'04"	65.00	37.29
C71	01°46'29"	65.00	3.50
C72	02°22'28"	887.00	36.79
C73	16°41'56"	97.00	28.27
C74	01°21'58"	722.00	17.14
C75	02°31'15"	887.00	39.03
C76	03°35'06"	722.00	45.18
C77	02°31'17"	887.00	36.28
C78	02°32'45"	722.00	32.08
C79	01°32'58"	887.00	23.99
C80	02°12'01"	778.00	29.86
C81	02°51'52"	778.00	38.80
C82	02°52'01"	778.00	38.93
C83	02°52'10"	778.00	38.86
C84	01°22'22"	778.00	18.67
C85	02°14'02"	1172.00	45.69
C86	02°17'54"	1172.00	46.80
C87	01°41'36"	763.00	18.11
C88	02°13'47"	1028.00	40.01
C89	03°17'01"	763.00	43.73
C90	02°14'06"	1028.00	40.02
C91	03°02'50"	763.00	40.58
C92	00°20'51"	1028.00	6.23
C93	01°34'41"	763.00	21.01
C94	82°46'45"	58.00	90.88
C95	21°30'51"	850.00	318.17
C96	02°46'35"	1924.18	93.24



AMENDED
TRACT NO. 30266-1
MB 431/19-26



Secretary of State

Certificate of Qualification / Registration

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: KL LB BUY 2 LLC
Entity No.: 202360119548
Registration Date: 12/19/2023
Filing Type: Limited Liability Company - Out of State
Formed In: DELAWARE

The above referenced entity complied with the requirements of California law in effect on the Registration Date for the purpose of qualifying to transact intrastate business in the State of California, and that as of the Registration Date, said entity became and now is duly registered, qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State and that the entity shall transact all intrastate business within California under the Entity Name as set forth above.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 19, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 167246931

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



Secretary of State
Application to Register a Foreign Limited Liability Company (LLC)

LLC-5



For Office Use Only

-FILED-

File No.: 202360119548

Date Filed: 12/19/2023

Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed.

Filing Fee - \$70.00

Certified Copy Fee (Optional) - \$5.00

Note: Registered LLCs in California may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov/>.



This Space For Office Use Only

1a. LLC Name (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.)

KL LB BUY 2 LLC

1b. California Alternate Name, If Required (Only enter an alternate name if the LLC name in 1a not available in California.)

2. LLC Jurisdiction (Ensure that the jurisdiction matches the attached Certificate of Good Standing.)

a. Jurisdiction (State, foreign country or place where this LLC is formed.)

Delaware

b. Authority Statement (Do not alter Authority Statement)

This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2a.

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Street Address of Principal Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
225 Liberty Street, Suite 4210	New York	NY	10281
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION - Complete Item 4c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 4a or 4b

Cogency Global Inc.

5. Read and Sign Below (Title not required.)

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the foreign LLC.

Signature

Anthony Pasqua

Type or Print Name



I, Anthony Pasqua, in my capacity as

- (1) the authorized signatory of the following entities, which collectively control **KL LB BOR 1 LLC**, the Member and controlling party of **KL LB BUY 1 LLC**: (a) **KL RES TRS HOLDCO LLC**, (b) **KL FUND II REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP II LLC, its Managing Member); (c) **KL FUND III REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member), and (d) **KL DELTA REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member);
- (2) the authorized signatory of the following entities, which collectively control **KL LB BOR 2 LLC**, the Member and controlling party of **KL LB BUY 2 LLC**¹: (a) **KL RES TRS HOLDCO LLC**, (b) **KL FUND III REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member), and (c) **KL DELTA REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member);
- (3) the authorized signatory of **KL RES TRS HOLDCO LLC**, which controls **KL LB BOR 3 LLC**, the Member and controlling party of **KL LB BUY 3 LLC**; and
- (4) the authorized signatory of the following entities, which collectively control **KL LB BOR 4 LLC**, the Member and controlling party of **KL LB BUY 4 LLC**: (a) **KL RES TRS HOLDCO LLC**; and (b) **KL DELTA EXCELSIOR ACCOUNT SPV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member); and
- (5) the authorized signatory of the following entities, which collectively control **KL LB BOR 5 LLC**, the Member and controlling party of **KL LB BUY 5 LLC**: (a) **KL RES TRS HOLDCO LLC**, (b) **KL FUND III REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member), (c) **KL DELTA REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member) and (d) **KL DELTA EXCELSIOR REIT AIV LLC** (in my capacity as the authorized signatory of Kennedy Lewis GP III LLC, its Managing Member)

do hereby certify and represent as of the Execution Date (as defined below):

The following individual(s) is/are duly authorized to act as agent for the Entities for the following purposes: signing and executing memorandum of options, specialty warranty deeds, bill of sale and general assignment, option agreements, construction agreements, purchase agreements, notice of

¹ KL LB BUY 1 LLC, KL LB BUY 2 LLC, KL LB BUY 3 LLC, KL LB BUY 4 LLC and KL LB BUY 5 LLC are hereinafter referred to as the "Entities."



termination of option and quitclaim, and anything else in the normal course as it relates to investments within the Entities and in connection with the Entities' land improvements and development activities, including the public facilities necessary to serve such development, including, but not limited to, (a) the formation, annexation or participation in special financing districts, including but not limited to, assessment districts and community facilities districts, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, or any other comparable or similar statute or regulation, (b) authorizing the levy of assessments or special taxes against the real property of the Company by any such special districts, (c) participation in land-secured or other municipal bond financing of improvements by any such special districts, including authorizing the issuance of bonds or other debt instruments by any such special districts, secured by a pledge of the proceeds of the special taxes or assessments levied on the real property of the Company.

The Entities have taken all necessary corporate action to authorize the following person(s) identified by name and specimen signature below, to act as authorized officer(s) empowered by it to individually take any of the foregoing actions on behalf of the Entities. Such persons are duly authorized officers of the Entities holding the respective office(s) or title(s) set forth opposite the names below. The signatures set forth below, opposite the respective name(s), are true and genuine signatures.

This certification supersedes all prior authorization, power of attorney or certification; it will remain in effect and fully binding until further notice. The power to represent the Entities as above provided may not be further delegated.

NAME	TITLE	SPECIMEN SIGNATURE
David Valiaveedan	Authorized Signatory	
Brieanne Nikrandt	Authorized Signatory	
Kevin O'Brien	Authorized Signatory	
Anthony Pasqua	Authorized Signatory	
Tricia Tiernan	Authorized Signatory	
Nathan Holt	Authorized Signatory	
Edward "Ed" Hadley	Authorized Signatory	
Stephen "Steve" Cunningham	Authorized Signatory	


[Remainder of this page intentionally left blank]




IN WITNESS WHEREOF, I have hereunto affixed my signature, this 5th day of March, 2025 (the "Execution Date").




Anthony Pasqua
Authorized Signatory of KL RES TRS HOLDCO LLC




Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP II LLC, the
Managing Member of KL FUND II REIT AIV LLC




Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP III LLC, the
Managing Member of KL FUND III REIT AIV LLC




Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP III LLC, the
Managing Member of KLRES5 FUND III AIV LLC



Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP III LLC, the
Managing Member of KL DELTA REIT AIV LLC



Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP III LLC, the
Managing Member of KL DELTA EXCELSIOR REIT AIV
LLC



Anthony Pasqua
Authorized Signatory of Kennedy Lewis GP III LLC, the
Managing Member of KL DELTA EXCELSIOR ACCOUNT
SPV LLC



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: KL LB BUY 2 LLC
Entity No.: 202360119548
Registration Date: 12/19/2023
Entity Type: Limited Liability Company - Out of State
Formed In: DELAWARE
Status: Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of June 03, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

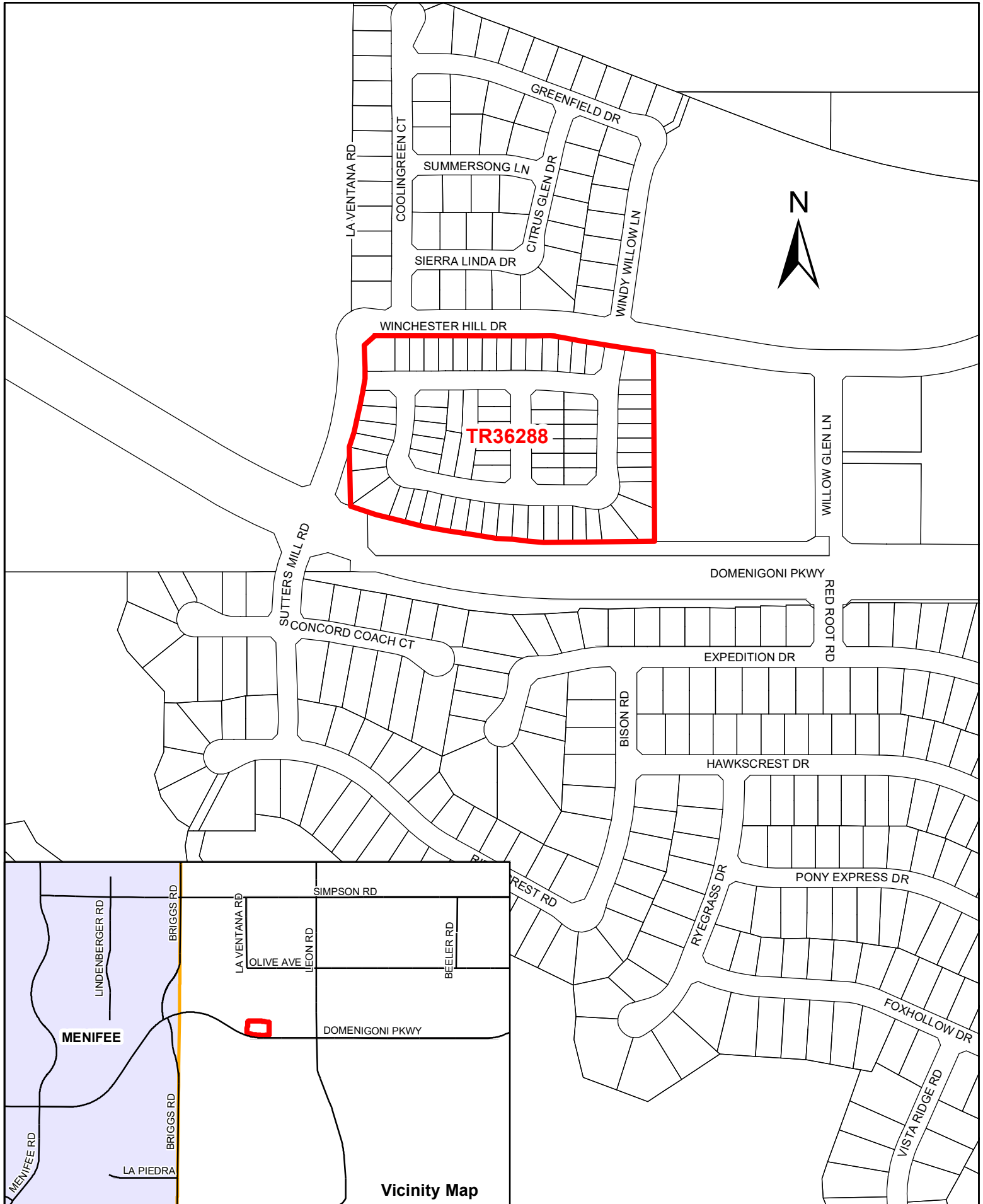
Certificate No.: 334333129

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

0 165 330 660 Feet
1 inch = 333 feet
Orthophotos Flown 2016
Printed by CSegarra on 5/12/2025

Vicinity Map Tract No. 36288

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.



Vicinity Map