

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



ITEM: 3.58
(ID # 28508)

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 DR Horton Los Angeles Holding Company, Inc., and the County of Riverside associated with Tract No. 31100. 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 DR Horton Los Angeles Holding Company, Inc., and the County of Riverside associated with Tract No. 31100; 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

DR Horton Los Angeles Holding Company, Inc. (Developer) owns Tract No. 31100 consisting of two hundred fifteen (215) 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 Extension Improvements were already completed. Any further development, if it occurs at all, will be the

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

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

Impact on Residents and Businesses

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

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map
TUMF Agreement



Jason Farin, Principal Policy Analyst 9/17/2025



Aaron Gettis, Chief of Deputy County Counsel 8/14/2025

**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 SEP, 2025, by and between the County of Riverside, a political subdivision of the State of California (the "County") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, with its principal place of business at 980 Montecito Drive, Suite 300 Corona, CA 92879 (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. 31100, for which a Final Map was recorded on March 20, 2018, as Instrument No. 2018-0104242 (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 two hundred fifteen (215) 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;

CFD 03-1 (Newport Rd CFD)
TUMF Improvement Credit Agreement
D.R. Horton Los Angeles Holding Company, Inc.
Tract No. 31100

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: D.R. Horton Los Angeles Holding Company, Inc.
Attention: Jennifer O'Leary
980 Montecito Drive, Suite 300
Corona, CA 92879
Phone No. (951) 739-5460
Fax No. (800) 975-4461

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:

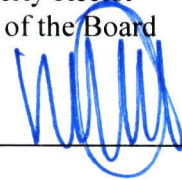
Minh C. Tran

By: 
Stephanie Nelson
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

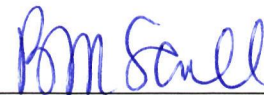
By: 
V. MANUEL PEREZ
Chairman, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

DEVELOPER

D.R. Horton Los Angeles Holding Company, Inc., a California corporation

By: 
Barbara M. Scull
Division President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }
On July 24, 2025 before me, Ginger Lovett, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Barbara M. Scull
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "A"

FINAL MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON...

AS A CONDITION OF DEDICATION OF LOT 'A' (SIMPSON ROAD), LOT 'B' (LA VENTANA ROAD) AND LOT 'C' (OLIVE AVENUE)...

WE HEREBY RETAIN LOTS 224, 225, 228, 229 THROUGH 232, INCLUSIVE, INDICATED AS "OPEN SPACE" FOR PRIVATE USE...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT...

WE HEREBY RETAIN LOT 227 INDICATED AS "SCHOOL SITE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES...

WE HEREBY RETAIN LOTS 222 AND 223 INDICATED AS "WATER QUALITY BASIN", AS SHOWN HEREON, FOR PRIVATE USE...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENT...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT"...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT...

LA VENTANA 242, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Kyung Moo Kim, TITLE: Manager

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT...

STATE OF CALIFORNIA COUNTY OF LOS ANGELES ON Feb. 12, 2018 BEFORE ME, JUDY A. LAYLAND, A NOTARY PUBLIC...

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL. JUDY A. LAYLAND, COUNTY OF LOS ANGELES, COMMISSION EXPIRES JAN. 26, 2022

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

TRACT NO. 31100

BEING A SUBDIVISION OF A PARCEL 1 OF PARCEL MAP NO. 19086, ON FILE IN BOOK 115, PAGES 84 AND 85 TOGETHER WITH PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 7156, ON FILE IN BOOK 21, PAGES 52, OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ACS CONSULTING, INC.

NOVEMBER 2017

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT...

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

ON February 14, 2018, BEFORE ME, FRANK A. ARTIGA, A NOTARY PUBLIC, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE...

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

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...

DATED: February 20, 2018. JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: Itel'h Rban, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 66,200.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA...

DATED: February 20, 2018.

CASH OR SURETY BOND JON CHRISTENSEN COUNTY TAX COLLECTOR

BY: Itel'h Rban, DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL/ WINCHESTER/ NORTH HEMET AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE...

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...

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

JUDY A. LAYLAND, COUNTY OF LOS ANGELES, COMMISSION EXPIRES JAN. 26, 2022

RECORDER'S STATEMENT

FILED THIS 20th DAY OF March, 2018, AT 1:49 P.M. IN BOOK 1411 OF MAPS, AT PAGES 1-19, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2018-0104242 FEE \$ 108.00

PETER ALDANA ASSESSOR - COUNTY CLERK - RECORDER

BY: [Signature] DEPUTY SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE...

DATED: FEBRUARY 14, 2018.

[Signature] FRANK A. ARTIGA, L.S. NO. 8716, EXP. 06/30/18



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 31100 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JULY 26, 2006...

DATED: 2-28, 2018.

[Signature] DAVID L. MCMILLAN, COUNTY SURVEYOR, L.S. 8488, EXP. 12/31/18



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...

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

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR MAINTENANCE OF DRAINAGE FACILITIES, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.

ATTEST: KECIA HARPER-IHEM, CLERK OF THE BOARD OF SUPERVISORS. DATED: March 13, 2018.

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: [Signature] CHAIRMAN OF THE BOARD OF SUPERVISORS

VALLEY-WIDE RECREATION AND PARK DISTRICT

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

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA

DATED: FEB 16, 2018. BY: [Signature] DEAN WETTER, GENERAL MANAGER

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

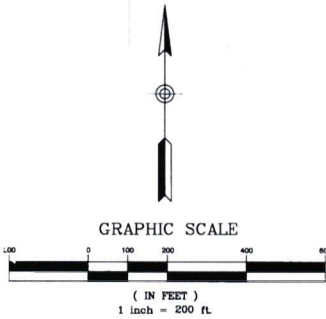
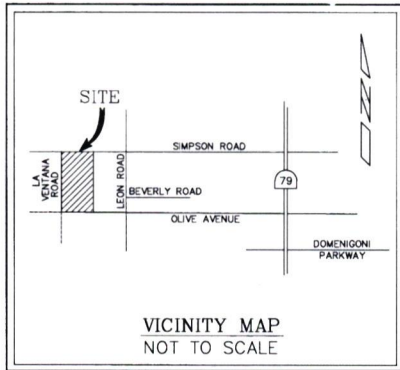
TRACT NO. 31100

BEING A SUBDIVISION OF A PARCEL 1 OF PARCEL MAP NO. 19086, ON FILE IN BOOK 115, PAGES 84 AND 85 TOGETHER WITH PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 7156, ON FILE IN BOOK 21, PAGE 52, OF PARCEL MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ACS CONSULTING INC.

NOVEMBER 2017

2018-0104242
Original



LIEN AGREEMENT NOTE

THE LAND OWNER HAS ENTERED INTO A LIEN AGREEMENT WITH THE COUNTY OF RIVERSIDE TO CONSTRUCT REQUIRED IMPROVEMENTS IN THE FUTURE. THE LIEN AGREEMENT WAS RECORDED ON March 20, 2019 AS DOC. NO. 2018-0104242 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 42 PAGE 33. THIS AFFECTS ALL PARCELS.

CC&Rs RECORDED March 20, 2019 AS

INSTRUMENT NO. 2018-0104243, O.R.

SURVEY PROCEDURE AND INDEX SHEET

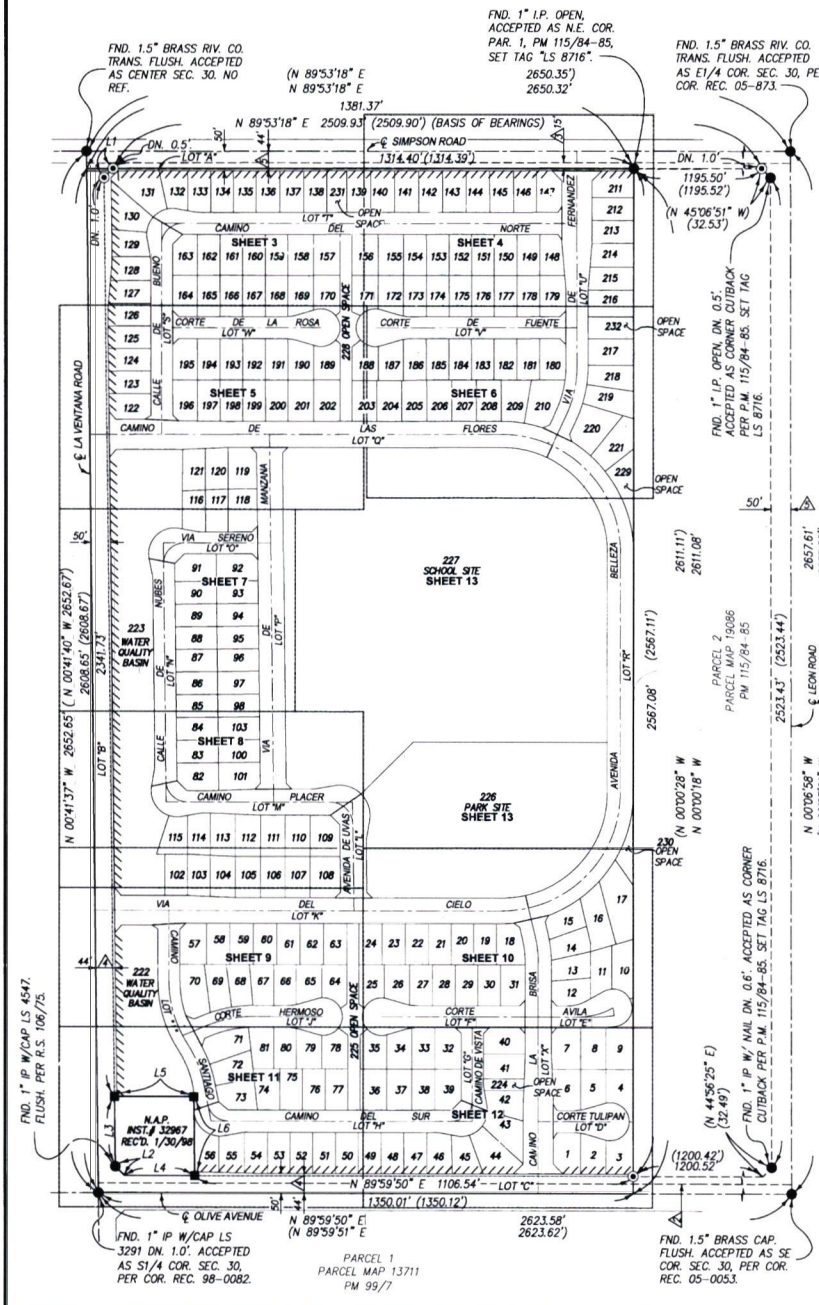
SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE NORTHERLY LINE OF PARCEL MAP 115/84-85 ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SIMPSON ROAD SHOWN AS N 89°53'18" E.
2. ● DENOTES FOUND MONUMENT AS NOTED.
3. ⊙ DENOTES FOUND MONUMENT W/ CAP LS 3018 FLUSH PER PM 115/84-85, UNLESS NOTED OTHERWISE.
4. ■ DENOTES FOUND MONUMENT OPEN, FLUSH, ACCEPTED AS PROPERTY CORNER PER RS 106/75, SET TAG "LS 8716".
5. ○ DENOTES SET 1" IRON PIPE 18" LONG WITH YELLOW PLASTIC PLUG STAMPED "LS 8716", FLUSH.
6. SET 1" IRON PIPE 18" LONG WITH PLASTIC PLUG STAMPED "LS 8716", FLUSH, AT ALL REAR LOT CORNERS AND CORNER CUTBACKS.
7. SET NAIL AND TAG STAMPED "LS 8716" ON TOP OF CURB AT ALL PROLONGATION OF LOT LINES FOR FRONT LOT CORNERS. PROLONGATION DISTANCE SHALL BE 9.75 FEET, UNLESS OTHERWISE NOTED.
8. ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10. AND THE MONUMENT AGREEMENT PER THIS MAP.
9. THIS TRACT CONTAINS 80.91 ACRES, GROSS.
10. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
11. () DENOTES RECORD AND MEASURED DATA PER PARCEL MAP 19086, P.M. 115/84-85, UNLESS NOTED OTHERWISE.
12. [] DENOTES RECORD DATA PER R.S. 106/75, UNLESS NOTED OTHERWISE.
13. // INDICATES RESTRICTED ACCESS, DEDICATED HEREON.

EASEMENT NOTES

- ① WATER QUALITY EASEMENT, DEDICATED HEREON.
- △ AN EASEMENT FOR LINE POLES WITH SUPPORTING STRUCTURES, WITH STREET IMPROVEMENT ASSESSMENT COVERAGE IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED ON MAY 11, 1954 IN BK. 1586, PG. 102 OF OFFICIAL RECORDS.
- △ AN EASEMENT FOR WATER PIPE LINES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED ON JANUARY 16, 1964 AS INSTRUMENT NO. 6250, OF OFFICIAL RECORDS.
- △ EXISTING PUBLIC UTILITY EASEMENT AND PUBLIC RIGHT OF WAY PER INST. NO. 123833 REC'D. 10/08/75 AND PER P.M. 115/84-85.
- △ GRANT DEED TO THE COUNTY OF RIVERSIDE, INST. NO. 129846, REC'D. 10/21/1975.
- ⑥ DRAINAGE EASEMENT, DEDICATED HEREON.
- ⑦ STORM DRAIN EASEMENT, DEDICATED HEREON.
- ⑧ COMMON OPEN SPACE EASEMENT DEDICATED HEREON TO VALLEY WIDE RECREATION AND PARK DISTRICT.

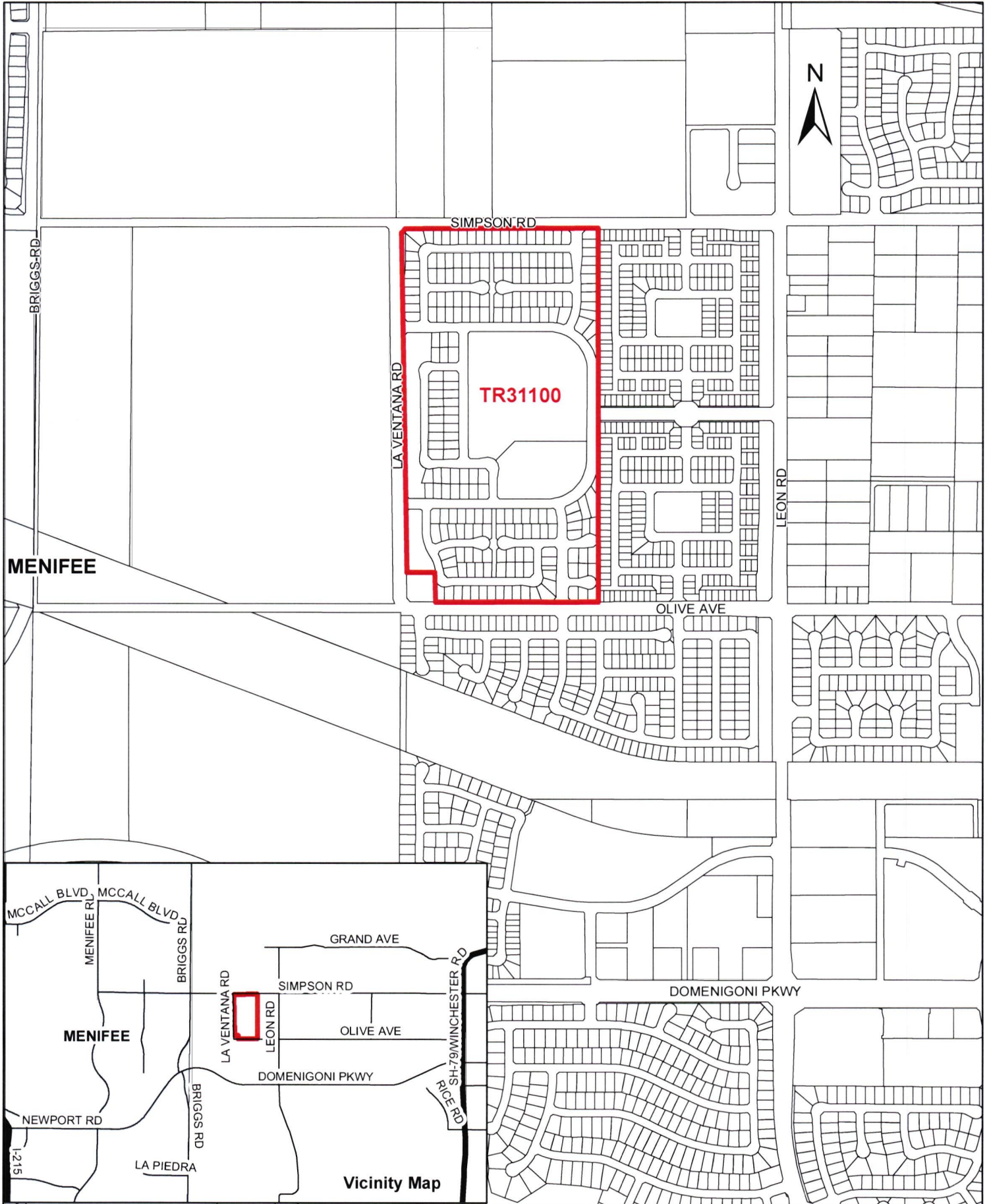
LINE TABLE		
NO.	BEARING	LENGTH
L1	N 44°34'03" W	32.34'
	(N 44°35'49" E	32.36')
L2	N 45°20'54" W	32.72'
	(N 45°19'15" W	32.68')
L3	N 00°41'37" W	177.02'
	(N 00°41'05" W	177.04')
L4	N 89°59'50" E	177.02'
	(N 89°59'32" E	177.05')
L5	N 89°59'50" E	200.00'
	(N 89°59'32" E	200.01')
L6	N 00°41'37" W	200.00'
	(N 00°41'05" W	200.01')



0 420 840 1,680 Feet
1 inch = 833 feet
Orthophotos Flown 2016
Printed by CSegarra on 7/11/2025

Vicinity Map Tract No. 31100

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.



State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

FILE NUMBER: C1931494
FORMATION DATE: 03/30/1995
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, 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 July 17, 2018.

ALEX PADILLA
Secretary of State

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of **D.R. Horton Los Angeles Holding Company, Inc., a California corporation** (the "Company"), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following are true, correct and complete copies of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated December 8, 2021 (the "Resolutions"). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Name Change - Vice President and Division President

WHEREAS, effective December 2, 2008, Barbara M. Murakami was duly elected to the office of Assistant Vice President of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective September 13, 2012, Barbara M. Murakami was duly elected to the additional office of Assistant Secretary of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective May 5, 2015, Barbara M. Murakami was promoted to the office of Vice President of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective June 17, 2015, Barbara M. Murakami's authority was expanded to include the execution of homeowner association documents, CC&Rs, subdivision agreements and condominium plans;

WHEREAS, on October 1, 2019, Barbara M. Murakami was promoted to the position of City Manager of the South Coast / Inland Empire - South area of the Company's Southern California Division, and was granted additional duties and authority as City Manager effective January 11, 2021;

WHEREAS, effective January 11, 2021, Barbara M. Murakami was removed from the office of Assistant Secretary of the Company;

WHEREAS, effective October 1, 2021, Barbara M. Murakami was promoted to the position of Division President of the Company's South Coast / Inland Empire - South Division, which Division is now known as the Southern California South Division; and

WHEREAS, Barbara M. Murakami's name subsequently changed to Barbara M. Scull, and it is appropriate and desirable to reaffirm her authority as Vice President and Division President of the Company at this time.

NOW, THEREFORE, BE IT RESOLVED, that Barbara M. Scull shall continue to hold the office of Vice President of the Company and Division President (*the "Division President"*) of the Company's Southern California South Division (*the "Division"*), to serve until the next annual meeting of the directors of the Company and until her successor is duly elected and qualified or until her earlier death, resignation or removal.

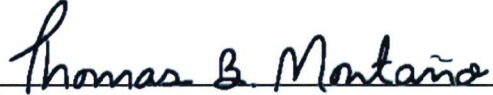
RESOLVED FURTHER, that the Division President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (*collectively the "Entities"*), (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division (*the "Approving Officers"*), to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities, closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER, that in connection with the management of the Entities' business, the Division President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) contracts, agreements, deeds, closing statements and other documents and instruments for the sale, transfer and/or conveyance of mineral rights, groundwater and other water rights owned, leased or controlled by any of the Entities to DRH Energy, Inc., an affiliate of the Entities, (iii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iv) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER, that in connection with the management of the Entities' business in the Division, the Division President shall be authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver any and all documents and instruments, necessary to sell and convey title to single-family and multi-family homes.

RESOLVED FURTHER, that effective as of the date hereof, the authority hereby granted to Barbara M. Scull supersedes authority previously granted by Written Consent of Sole Director to Barbara M. Scull.

IN WITNESS WHEREOF, the undersigned has signed on the 11th day of January, 2022.

Handwritten signature of Thomas B. Montañó in cursive script, written over a horizontal line.

Thomas B. Montañó
Secretary

Vicinity Map

Tract No. 31100

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.

