



**COUNTY OF RIVERSIDE
PLANNING DEPARTMENT
STAFF REPORT**

Agenda Item No.

4 . 5

Planning Commission Hearing: July 21, 2021

PROPOSED PROJECT

Case Number(s):	CZ2000029 & TPM37946	Applicant(s):	
Environmental:	CEQA Exempt		4M Engineering & Development, Inc.
Area Plan:	Elsinore		c/o Matt Liesemeyer
Zoning Area/District:	South Elsinore Area		
Supervisory District:	First District		
Project Planner:	Kathleen Mitchell		
Project APN(s):	370-200-061		

John Hildebrand

 John Hildebrand
 Planning Director

PROJECT DESCRIPTION AND LOCATION

Change of Zone No. 2000029 is a proposal to change the subject site’s existing zoning classification from Rural Residential (R-R) to One-Family Dwellings (R-1) to accommodate the size of the parcels that will result from the subdivision, as well as put the land into consistency with the County Initiated General Plan Land Use designation of Medium Density Residential (MDR).

Tentative Parcel Map No. 37946 is a proposal for a Schedule “F” subdivision of approximately 0.81 gross acres into 2 parcels with a minimum lot size of 0.27 acres. The Schedule “F” subdivision is for the division of land only. Future land uses on the Project site will occur on a parcel by parcel basis and be consistent with the permitted land uses.

The above is hereinafter referred to as “The Project” or “Project.”

The Project site is within the Elsinore Area Plan and the Lakeland Village Policy Area (LVPA). The Project is located at the north-east corner of Marvella Lane and Grand Avenue near the City of Lake Elsinore.

PROJECT RECOMMENDATION

STAFF RECOMMENDATIONS:

THAT THE PLANNING COMMISSION RECOMMENDS THAT THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:

FIND that the Project is **EXEMPT** from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15315 (Minor Land Divisions) and Section 15061(b)(3) (Common Sense Exemption), based on the findings and conclusions in the staff report; and,

TENTATIVELY APPROVE CHANGE OF ZONE NO. 2000029, to amend the zoning classification of the Project site from Rural Residential (R-R) to One Family Dwellings (R-1), in accordance with the Exhibit, based upon the findings and conclusions incorporated in the staff report, and pending final adoption of the zoning ordinance by the Board of Supervisors; and,

APPROVE TENTATIVE PARCEL MAP NO. 37946, subject to the attached advisory notification document and conditions of approval and based upon the findings and conclusions provided in this staff report.

PROJECT DATA

Land Use and Zoning:	
Specific Plan:	N/A
Specific Plan Land Use:	N/A
Existing General Plan Foundation Component:	Community Development
Proposed General Plan Foundation Component:	N/A
Existing General Plan Land Use Designation:	Medium Density Residential (MDR)
Proposed General Plan Land Use Designation:	N/A
Policy / Overlay Area:	Elsinore Area Plan/Lakeland Village Policy Area (LVPA)
Surrounding General Plan Land Uses	
North:	Low Density Residential (LDR)
East:	Medium Density Residential (MDR)
South:	Medium Density Residential (MDR)
West:	Medium Density Residential (MDR)
Existing Zoning Classification:	Rural Residential (R-R)
Proposed Zoning Classification:	One-Family Dwellings (R-1)
Surrounding Zoning Classifications	
North:	Rural Residential (R-R)
East:	Rural Residential (R-R)
South:	Rural Residential (R-R)
West:	Rural Residential (R-R)
Existing Use:	Residential
Surrounding Uses	
North:	Residential, Church
South:	Residential
East:	Residential
West:	Residential

Project Details:

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Project Site (Acres):	approx. 35,283 sq. ft.	7,200 sq.ft. min

<i>Item</i>	<i>Value</i>	<i>Min./Max. Development Standard</i>
Existing Building Area (SQFT):	Building 1 (Parcel 1): 1,182 sq.ft. (approx. 10%) Building 2 (Parcel 2): 1,388 sq.ft. (approx. 6%)	No more than 50% covered by dwelling
Building Height (FT):	Building 1: approx. 30 ft. Building 2: approx. 30 ft.	40 feet max
Proposed Minimum Lot Size:	Parcel 1: approx. 11,761 sq.ft. Parcel 2: approx. 23,086 sq.ft.	7,200 sq.ft. min
Total Proposed Number of Lots:	2	
Map Schedule:	Schedule "F"	

Located Within:

City's Sphere of Influence:	Yes – Lake Elsinore
County Service Area ("CSA"):	No
Special Flood Hazard Zone:	No
Agricultural Preserve:	No
Liquefaction Area:	Yes – Moderate
Subsidence Area:	Yes – Susceptible
Fault Zone:	No
Fire Zone:	Yes – Very High (Fire Responsibility Area SRA)
Mount Palomar Observatory Lighting Zone:	No
WRMSHCP Criteria Cell:	No
CVMSHCP Conservation Boundary:	No
Stephens Kangaroo Rat ("SKR") Fee Area:	No
Airport Influence Area ("AIA"):	No

PROJECT LOCATION MAP



Figure 1: Project Location Map

PROJECT BACKGROUND AND ANALYSIS

Background

Tentative Parcel Map No. 37946

On August 26, 2020, the applicant, 4M Engineering & Development, representing property owner Lucinda Kendrick, submitted Tentative Parcel Map No. 37946 (TPM37946) to the County of Riverside for consideration. The application proposes the subdivision of a 0.81 gross acre lot into two parcels, resulting in a 0.27 gross acre and 0.53 gross acre lot.

Current Site Characteristics

The subject site is currently improved with two single-family residential dwellings. The primary dwelling residence is a 1,388 square foot structure constructed prior to 1970. The installation of the 1,182 square foot mobile home, which serves as a secondary unit on the lot, was entitled by Planning through SUP00891 on April 14, 2005. It was subsequently permitted through BMR050183, -184, & -185, and finalized on April 19, 2005. The additional accessory structures on-site include a detached garage, permitted under BZ255050, and 2 awnings and porches to the mobile home, permitted under BZ251643 and BMR052496.

General Plan Consistency

The subject site was recently subject to a General Plan Amendment No. 1208 (GPA01208) initiated by the County to alter the Lakeland Village Policy Area (LVPA). The amendment was adopted by the Board of Supervisors on August 4, 2020. The amendment included the following components:

- 1) the alteration of the General Plan Foundation Component for 176 parcels (109 gross acres) from Rural Community (RC) and Open Space (OS) to Community Development (CD); and
- 2) the alteration of said parcels' Land Use Designations from Estate Density Residential (EDR) and Conservation (C) to Medium Density Residential (MDR), Estate Density Residential (EDR), Mixed Use Area (MUA), and Commercial Retail (CR).

The proposition was a continuation of the 2003 General Plan effort that created the Lake Elsinore Environs Policy Area, which was further modified through the 2008 General Plan Update (GPA No. 960) and proposed through General Plan No. 1156.

As a result of this amendment, the Project site now has a General Plan Foundation Component of CD and a Land Use Designation of MDR. The MDR designation provides for the development of conventional single-family detached houses and suburban subdivisions within a density range of two to five dwelling units per acre. This allows for a lot size that typically ranges from 5,500 to 20,000 square feet. The project is consistent with this designation as it is a suburban subdivision that will result in lot sizes within the typical range for the MDR designation. This is further detailed in the Land Use Findings below.

Zoning and Development Standards

On November 9, 2020 the applicant submitted Change of Zone No. 2000029 to the County of Riverside for consideration to change the subject site's current zone classification from Rural Residential (R-R) to

One-Family Dwellings (R-1). The change of zone proposal would accommodate the size of the parcels that will result from the Schedule "F" subdivision, as well as bring the subject site into consistency with the current MDR land use designation established by General Plan Amendment No. 1208. With approval of the change of zone, the proposed subdivision would be subject to the development standards outlined in Article VI Section 6.2 (Development Standards) of Ordinance No. 348. Staff has reviewed the project and has determined that the project is compliant with the applicable development standards of the R-1 zoning classification, which is further detailed in the Development Standards Findings below.

Schedule "F" Subdivision

The proposed Project would be a Schedule "F" parcel map division, which is any division of land into 4 or less parcels, where any parcel is less than 18,000 square feet in net area. The Project, therefore, must be consistent with section 10.11 of Ordinance No. 460. The Project has been reviewed and conditioned to comply with all applicable standards of Ordinance No. 460, therefore it would be in compliance with the standards of a Schedule "F" division.

ENVIRONMENTAL REVIEW / ENVIRONMENTAL FINDINGS

This proposed Project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) (**Article 19, Section 15315 Class 15, Minor Land Divisions**), and none of the exceptions to this categorical exemption defined by State CEQA Guidelines Section 15300.2 apply. Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

The subdivision would result in two parcels that would each be improved with one of the two existing single-family residences on-site. The Project, as proposed, would be in compliance with the land use designation of MDR as set forth in the General Plan and the LVPA, as well as the development standards of Ordinance No. 348 for the zoning classification of R-1. In addition, the subject site has not been involved in a land division within the previous 2 years. As the site is already developed with permitted residences, there is no proposed new development or grading with this Project, no average slopes greater than 20 percent, and no variances or exceptions required for approval. The Project has been reviewed and cleared by all relevant agencies, and it has been determined that, per local standards, there would be accessibility and services to the site.

In regards to the location being within an "urbanized" area, State CEQA Guidelines Section 15387 provides that the Lead Agency is to determine whether a particular area meets the criteria of "urbanization" by examining the area or by referring to a map prepared by the U.S. Bureau of Census designating the area as "urbanized". Section 15387 further provides that urbanized areas include areas having a population density of at least 1,000 persons per square mile that are adjacent to a city or group of contiguous cities with a population of 50,000 or more. The City of Lake Elsinore is located less than half a mile north and has a population of 69,283 people (2020 Census). As previously stated, the Project is in a developed area, surrounded by residentially zoned property, and does not propose additional grading or construction of the subject site.

Additionally, none of the exceptions pursuant to CEQA Section 15300.2 apply in this case. More specifically, the exceptions are not applicable pursuant to the following findings:

1. **Cumulative Impact.** *All exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.* Currently there are no similar projects being proposed in the immediate area surrounding the subject site that would cause a cumulative impact.
2. **Significant Effect.** *A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.* The Project does not propose additional grading or construction of the subject site along with the subdivision and is already developed as two separate residences. As such, no foreseeable significant environmental impacts would result with approval of this Project.
3. **Scenic Highways.** *A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.* The Project site is not located within a highway officially designated as a state scenic highway. In addition, there are no trees, historic buildings, rock outcroppings, or similar resources on or surrounding the subject site that would be adversely impacted by the implementation of this Project.
4. **Hazardous Waste Sites.** *A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.* The proposed Project would not generate hazardous waste, nor would it develop a hazardous waste site.
5. **Historical Resources.** *A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.* The Project site is not located near significant historical resources and, therefore, will not cause a substantial adverse change to these resources' significance.

The Project has also been determined to be exempt pursuant to State CEQA Guidelines **Section 15061(b)(3) (the Common Sense Exemption)**. The Common Sense Exemption applies to projects that can be evaluated, with certainty, to have no possibility of a significant impact on the environment. The Project does not propose any new development on the site, nor does it disturb the existing physical environment that has been present on-site. Each of the resulting parcels from the proposed subdivision will contain one of the two existing permitted residential structures on-site. In addition, the proposed zone of One Family Dwellings (R-1) is highly consistent with the Project site's existing land use designation of Medium Density Residential (MDR). An R-1 zone would, therefore, remain in compliance with the standards and vision of the General Plan. Any future development would be subject to all applicable requirements, permits, and approvals by the County, at which point pertinent environmental documentation would need to be provided for further discretionary review under CEQA. No further environmental review is required at this time.

Based on these findings, the Project, as proposed, complies with the guidelines of the California Environmental Quality Act Article 19, Section 15315 Class 15 (Minor Land Divisions) and Section 15061(b)(3) (Common Sense Exemption). Therefore, the Project, as proposed, is exempt.

FINDINGS AND CONCLUSIONS

In order for the County to approve the proposed Project, the following findings are required to be made:

Land Use Findings

1. The Project site has a General Plan Foundational Component of Community Development and a Land Use Designation of MDR. This designation allows for the construction of single-family detached residences at a density range of 2 to 5 dwelling units per an acre. Lots range in size from 5,500 to 20,000 square feet. The proposed subdivision will result in two lots that are 11,761 square feet (0.27 gross acres) and 23,086 square feet (0.53 gross acres), respectively. The resulting parcels would align with the MDR designation standards for minimum lot size, therefore meeting the requirement that land uses compatibly develop in accordance with the General Plan and area plans (LU 7.1). In addition, the proposed map has been reviewed and/or conditioned to be consistent with the Residential Area Plan Land Use policies of the General Plan (LU 28.1 – LU 28.12). For example, these parcels will remain residential in use in an area appropriately designated by the General Plan to accommodate the development of single family residential units (LU 28.1), while also accommodating higher density near employment, transportation centers, and service areas located along Grand Avenue (LU 28.2, LU 28.4). For these reasons, and those additionally discussed in the findings below, the proposed Project is consistent with the objectives, policies, general land uses, and programs of the General Plan.
2. Subject the approval of Change of Zone No. 2000029, the Project site would have a zoning classification of R-1, which is highly consistent with the Riverside County General Plan Land Use Designation of MDR. The proposed Project, as designed and conditioned, complies with the applicable standards identified in Section 6.2 (R-1 Development Standards) of Ordinance No. 348, as further discussed in the Development Standards section below.
3. The Project is located within the Lakeland Village Policy Area (LVPA) of the Elsinore Area Plan. The LVPA encourages a mixture of complimentary uses that encourage a combination of business, office, retail, commercial use, community facilities, and residential uses that are physically and functionally integrated. The current uses along Grand Avenue are primarily single-family residential properties with pockets of commercial/industrial uses. The relevant policies of the LVPA encourage the clustering of development, whenever feasible (ELAP 6.6). As the Project proposes to subdivide the parcel in half and retain its two existing residential dwelling units, it is compatible with the existing and future development of the community as envisioned by the LVPA. Therefore, the Project is consistent with the LVPA.
4. The Project site is bordered by properties that are being utilized for purposes that are compatible with the proposed Project's use. The subject site is bordered by residential properties that have land use designations of Low Density Residential (LDR) to the north, and MDR to the east, south, and west. Since the Project seeks to create a subdivision of two parcels that will be utilized for residential purposes, the Project, as proposed, would be consistent with the land use pattern in the Project area.
5. Limited agriculture and animal keeping is permitted; however, intensive animal keeping is discouraged. The subject site is not being utilized for any of these uses currently, and no such uses are proposed with this Project. The property is currently improved with the following permitted structures: two single-family residences, a detached garage, and attached porches to the dwellings. None of these structures on-site are permitted for or are currently being used for animal keeping purposes. There are no active code violations in relation to intensive animal keeping, and no intensive animal keeping uses have been observed on the property. The resulting parcels would continue to be subject to comply with these standards per the Land Use designation. Any violation would be subject to review and enforcement as determined by the County Code Enforcement Department.

Entitlement Findings

Change of Zone

Change of Zone No. 2000029 is a proposal to change the project site's Zoning Classification from Rural Residential (R-R) to One-Family Dwellings (R-1) and is subject to the following findings:

1. *The requested change of zone does not involve a change in or conflict with the General Plan.* As detailed above in the Background and the Land Use Findings, the current R-R zoning of the subject site is now considered generally inconsistent with the MDR land use designation that General Plan Amendment No. 1208 initiated. The proposed R-1 zone is highly consistent with a MDR land use, thus more accurately reflecting the site's designation per the LVPA. Therefore, the change of zone would improve compliance with the General Plan overall, and would not conflict with the Riverside County Vision or the Planning Principles set forth in General Plan or the LVPA.
2. *The proposed amendment would not be detrimental to the health, safety or general welfare of the community.* Approval of the Project would not result in any changes to the existing environment or current use of the site as it does not propose additional construction or grading at this time. The R-1 zone would allow for the continuation of the residential use that has historically been occurring on the subject site, while also providing consistency with the MDR land use designation. Thus, the Project would not foreseeably result in any new significant impacts on public health, safety, and general welfare that have otherwise existed with the current use and zone. In addition, the proposed Project would align with the permitted uses of the surrounding parcels. These sites have a zoning classification of R-R, which similarly allows for residential uses. Therefore, the Project would be consistent with the current and future development of the surrounding area, resulting in an environment that would align with the quality of life the surrounding residents currently experience.
3. *The change of zone is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.* The Project does not seek to expand or intensify the current uses of the site as it does not proposed any new construction or grading at this time. The Project, as reviewed and conditioned by the relevant Departments, would be consistent with all applicable environmental standards of the County's Ordinances. Additionally, the subject site is not located in an area that has been mapped for conservation, nor is it adjacent or within an identified habitat area. Therefore, no foreseeable impacts to fish or wildlife habitat are anticipated. The Project requests a change of zone to support the proposed subdivision, as well as bring the subject site into conformance with the MDR land use. Per these findings, staff has determined that it would be unlikely that environmental damage or injury to wildlife and their habitat would occur as a result of approval.
4. *The proposed project is compatible with surrounding uses.* The surrounding land use designations and zoning classifications are similar and/or compatible with a zone change to R-1. The surrounding parcels are currently being utilized for residential purposes. Approval of this Project would allow for the continuation of the current residential uses of the subject site, which are reasonably within the same intensity as those residential uses permitted on the surrounding parcels. Therefore, the Project would align with the current and future development of the surrounding area.

Tentative Parcel Map

Tentative Parcel Map No. 37946 is a proposal to subdivide 0.81 gross acres into two lots. The findings required to approve a Map, pursuant to the provisions of the Riverside County Zoning Ordinance No. 460, are as follows:

1. *The proposed map, subdivision design, and improvements are consistent with General Plan, applicable community and specific plans and with all applicable requirements of State law and the ordinances of Riverside County.* With the adoption of the updates to the LVPA through GPA01208, the subject parcel now has a General Plan Foundation Component of Community Development and a Land Use Designation of Medium Density Residential (MDR). The MDR designation allows for single-family detached and attached residences with a density range of 2 to 5 dwelling units per an acre on lots ranging from 5,500 to 20,000 square feet. The proposed land division will result in the subdivision of an approximately 35,284 square feet (0.81 gross acre) parcel into 2 single-family residential lots. Parcel 1 would be approximately 11,761 square feet (0.27 gross acres) and Parcel 2 would be approximately 23,087 square feet (0.53 gross acres), which would meet both the size and density range specifications of the MDR designation. Each would contain one of the two existing single-family homes that are currently on site, so there is currently no proposed development or grading. In addition, the proposed map has been reviewed and conditioned to be consistent with the Residential Area Plan Land Use policies of the General Plan (LU 28.1 – LU 28.12). Therefore, the proposed map is consistent with the General Plan. The Project has also been conditioned so that any future development on the resulting parcels would be consistent with the overall density, architectural design, and landscaping as envisioned by the LVPA.
2. *The site of the proposed land division is physically suitable for the type of development and density proposed of the development.* The site is physically suitable for the type of development and density proposed due to its location along Grand Avenue, which contributes to the availability of infrastructure and accessibility to existing utilities and services. In addition, the subject site would meet the density and development standards of the MDR land use and the R-1 zoning classification in terms of lot size, setback requirements, and building intensity. Therefore, the proposed Project is consistent with this finding.
3. *The design of the proposed land division or proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.* The Project does not seek to expand the current uses of the site, nor construct new developments; the single-family residences on-site are to remain, and no additional construction or grading is proposed. The Project, as reviewed and conditioned by the relevant Departments, would be consistent with all applicable environmental standards of the County's Ordinances. Additionally, the subject site is not located in an area that has been mapped for conservation or is adjacent or within an identified habitat area. Therefore, no impacts to fish or wildlife habitat are anticipated. The Project proposes a change of zone to support the proposal to subdivide the subject site, as well as bring it into conformance with the MDR land use. Per these findings, staff has determined that it would be unlikely that environmental damage or injury to wildlife and their habitat would occur as a result of approval.
4. *The design of the proposed land division or the type of improvements are not likely to cause serious public health problems.* The design of the proposed land division would not substantially alter the existing site conditions as there would be no additional development with approval of the Project. The quality of living of the surrounding residents would, therefore, align closely with what they currently experience. Additionally, there would not be a drastic increase in the volume of traffic in the neighborhood as a result of the Project since the number of residences on-site will remain the same. Thus, it would be unlikely that the air quality and vehicular access to Grand Avenue would change or be significantly impacted. Therefore, no foreseeable public health problems would be caused as a result of the Project's approval.

5. *As indicated in the included project conditions of approval, the proposed land division includes the type of improvements as required by the Riverside County Land Division Ordinance for a Schedule "F" Map. The minimum improvements for a Schedule "F" parcel map division shall be as follows:*
- a. **Streets.** The Project has been conditioned to restrict access on Grand Avenue and, therefore, will be required, per the Transportation Department, to close the existing driveway along Grand Avenue. Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map. Additional conditions of approval have been added as needed to require street improvements, improvement plans, and/or road dedications that are in accordance with Ordinance No. 460 and Riverside County Road Improvement Standards (Ordinance No. 461).
 - b. **Domestic Water.** Since the residences are existing, permitted structures, water service has already been established to the subject site. As such, the standards for domestic water supply and distribution systems have been met.
 - c. **Fire Protection.** The minimum requirements for fire protection shall be those requirements set forth in Ordinance No. 787. Fire Department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, Riverside County Ordinance 460, Riverside County Ordinance No. 787, and Riverside County Fire Department Standards. Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance No. 787 and Riverside County Fire Department Standards. Plans will be submitted to the Fire Department for review and approval prior to building permit issuance if future development is proposed on the subject site. These conditions of approval have been applied to the Project, therefore this standard has been met.
 - d. **Sewage Disposal.** A Certification of the Existing Subsurface Disposal Systems (C-42 Certification) has been conducted by the County of Riverside Department of Environmental Health to assess compliance with minimum sewage disposal standards. Based on this certification, the Project has been conditioned in regards to the On-Site Wastewater Treatment System (OWTS). The OWTS was determined to be in good working order at the time of this subdivision. However, if modifications are needed as a result of future development to the site, the resulting parcels will be required to abandon the existing OWTS and a connection to EVMWD sewer must be established. No OWTS construction, repair, or modification permits shall be issued by Environmental Health following the parcel subdivision. In addition, if previously unidentified contamination or the presence of a naturally occurring hazardous material is discovered at the site, assessment, investigation, and/or cleanup may be required. These conditions of approval have been applied to the Project, therefore this standard has been met.
 - e. **Fences.** *A six-foot high chain link galvanized wire fence must be installed along any canal, drain, expressway or other feature deemed to be hazardous.* Since the parcel is not along a canal, drain, expressway, or other feature deemed to be hazardous, this improvement is not applicable to the Project.
 - f. **Electrical and Communication Facilities.** The proposed Project does not include any electrical or communication facilities. Therefore, this improvement is not applicable to the Project

6. *The design of the proposed land division or the type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division.* As determined through the necessary Departmental review and conditioning, the design of proposed land division or improvements will not conflict with easements acquired by the public at large, for access through, or use of, property within the proposed land division. Therefore, the Project meets this finding.
7. *The lots or parcels as shown on the Tentative Map are consistent with the minimum size allowed by the project site's Zoning Classification.* Subject to the approval of Change of Zone No. 2000029, the lots as shown on the Tentative Parcel Map No. 37946 would be consistent with the minimum lot size permitted by the R-1 Zoning Classification. The R-1 zone requires a minimum lot size of 7,500 square feet, a minimum width of 60 feet, and minimum depth of 100 feet. Parcel 1 would be approximately 11,761 square feet (0.27 gross acres), with an 84.86 foot width and 111.38 foot depth. Parcel 2 would be approximately 23,087 square feet (0.53 gross acres), with a 163.34 foot width and 111.38 foot depth. Therefore, the Project would be in compliance with this requirement as both resulting parcels would meet the minimum lot size standards of the zoning classification.

Development Standards Findings

The following standards of development shall apply in the R-1 Zone of Ordinance No. 348:

1. **Height.** *Building height shall not exceed three stories, with a maximum height of 40 feet.* The subject site is currently improved with two permitted residential dwellings that do not exceed 40 feet in height. No additional structures are proposed at this time. Thus, the Project is in compliance.
2. **Lot Area.** *Lot area shall be not less than 7,200 square feet. The minimum lot area shall be determined by excluding that portion of a lot that is used solely for access to the portion of a lot used as a building site.* Parcel 1 of the resulting subdivision would be approximately 11,761 square feet, and Parcel 2 would be approximately 23,087 square feet, both of which exceed the lot area minimum. Thus, the Project is in compliance.
3. **Frontage & Width.** *The minimum average width of that portion of a lot to be used as a building site shall be 60 feet with a minimum average depth of 100 feet.* Parcel 1 would be approximately 11,761 square feet (0.27 gross acres), with an 84.86 foot width and 111.38 foot depth. Parcel 2 would be approximately 23,087 square feet (0.53 gross acres), with a 163.34 foot width and 111.38 foot depth. Therefore, the Project would be in compliance with this requirement as both resulting parcels would meet the minimum lot size standards of the zoning classification.
4. **Yard Requirements.** Minimum yard requirements are as follows:
 - a. *The front yard shall be not less than 20 feet, measured from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the proposed structure.* The front yard as measured from the structure on proposed Parcel 1 is approximately 32 feet. The front yard as measured from the structure on proposed Parcel 2 is approximately 35 feet. Since these measurements exceed the minimum front yard requirements, the Project is in compliance.

- b. *Side yards on interior and through lots shall be not less than ten percent of the width of the lot, but not less than three feet in width in any event and need not exceed a width of five feet. Side yards on corner and reversed corner lots shall be not less than ten feet from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the proposed structure.* The side yard as measured from the structure on proposed Parcel 1, which would be an interior lot, is approximately 15 feet from the proposed lot line and 15 feet from the adjacent property to the south-west. The side yard as measured from the structure on proposed Parcel 2, which would be a corner lot, is approximately 60 feet from the proposed lot line, and approximately 15.7 feet from the adjacent street on the north-east end of the property. Since these measurements meet or exceed the minimum side yard requirements, the Project is in compliance.
 - c. *The rear yard shall not be less than ten feet.* The rear yard as measured from the structure on proposed Parcel 1 is approximately 53 feet. The rear yard as measured from the structure on proposed Parcel 2 is approximately 18.5 feet. Since these measurements exceed the minimum rear yard requirements, the Project is in compliance.
 - d. *No structural encroachments shall be permitted in the front, side or rear yard except as provided for in Section 18.19. of Ordinance No. 348.* There are no structural encroachments of the permanent structures currently on-site, nor are there any new proposed structures to be constructed. Therefore, the Project is in compliance.
5. **Automobile Storage.** *Automobile storage space shall be provided as required by Section 18.12. of this ordinance.* Proposed Parcel 1 has an existing concrete driveway with a shade cover for parking. There is an existing detached garage servicing the single-family residence that would be located on proposed Parcel 2. The parcels would meet the standards for automobile storage per these existing structures, therefore the Project is in compliance.
6. **Lot Coverage.** *In no case shall more than 50% of any lot be covered by dwelling.* The 1,182 square foot residential dwelling on the 0.27 gross acre Parcel 1 would cover approximately 10% of the property. The 1,388 square foot residential dwelling on the 0.53 gross acre Parcel 2 would cover approximately 6% of the property. Neither of the structures on the resulting parcels would exceed 50% of the resulting lot coverage for either parcel, therefore the Project is in compliance.

Other Findings

1. The project site is not located within a Criteria Cell of the Multi-Species Habitat Conservation Plan, nor a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan
2. The project site is located within the Lake Elsinore Sphere of Influence. This project was provided to Lake Elsinore for review and comment. No comments were received either in favor or opposition of the project.
3. The project site is not located within an Airport Influence Area (AIA) boundary and is therefore not subject to the Airport Land Use Commission (ALUC) review.
4. The project site is not located within the Mount Palomar Observatory Lighting Zone boundary.

5. The project site is not located within the Fee Assessment Area of the Stephen's Kangaroo Rat Habitat Conservation Plan (SKRHCP).

Fire Findings

1. The project site is located within a Cal Fire State Responsibility Area (SRA) and is within a very high fire hazard severity zone. As a part of being within an SRA, the Director of the Department of Forestry and Fire Protection or his/her designee must be notified of applications for building permits, tentative tract/parcel maps, and use permits for construction or development within an SRA. Section 8.32.050 (C)(2) of Riverside County Fire Code Ordinance No. 787 states that the Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Board of Supervisors. As designated, the Riverside County Assistant Fire Marshall shall have the authority to enforce all applicable State fire laws that the notification requirement of Title 14 has been met. The following additional findings are required to be met:
 - a. This land division has been designed and conditioned so that each lot, and the subdivision as a whole, is in compliance sections 4290 and 4291 of the Public Resources Code by providing a defensible space within each lot of 100 feet from each side, front, and rear of a pad site, requiring that the site have fuel modification standards acceptable to the Riverside County Fire Department, requiring a minimum 10-foot clearance of all chimneys or stovetop exhaust pipes, requiring that no buildings shall covered or have dead brush overhang the roof line, and requiring that the roof structure shall be maintained free of leaves, needles, or other vegetation.
 - b. Fire protection and suppression services will be available for the subdivision through Riverside County Fire Department, Station 11 located at 33020 Maiden Lane, Lake Elsinore, approximately 1 mile north-west of the property
 - c. The Project parcel currently meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and Riverside County Ordinance No. 787 per the review and condition of the County Fire Department. No new development is currently proposed with this Project. If any future entitlement or building permit is applied for, further Fire Department review would be provided, along with any conditions for the proposed use/structure.

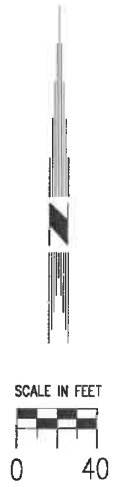
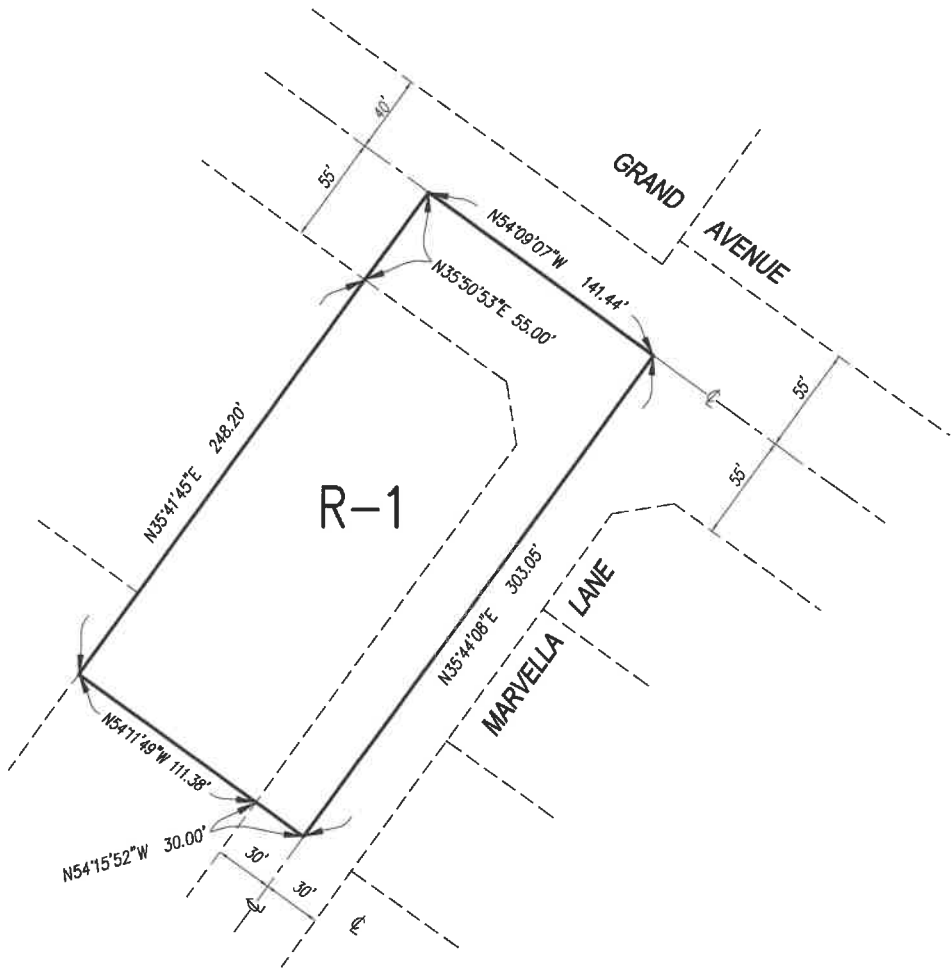
Conclusion

1. For the reasons discussed above, the proposed Project conforms to all the requirements of the General Plan and with all applicable requirements of State law and the ordinances of Riverside County. Moreover, the proposed project would not be detrimental to the health, safety or general welfare of the community.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Press Enterprise Newspaper. Additionally, public hearing notices were mailed to property owners within 600 feet of the project site. As of the writing of this report, Planning Staff has not received written communication or phone calls indicating either support or opposition to the proposed project.

SOUTH ELSINORE AREA
SEC. 29, T.6S., R.4W. S.B.M.



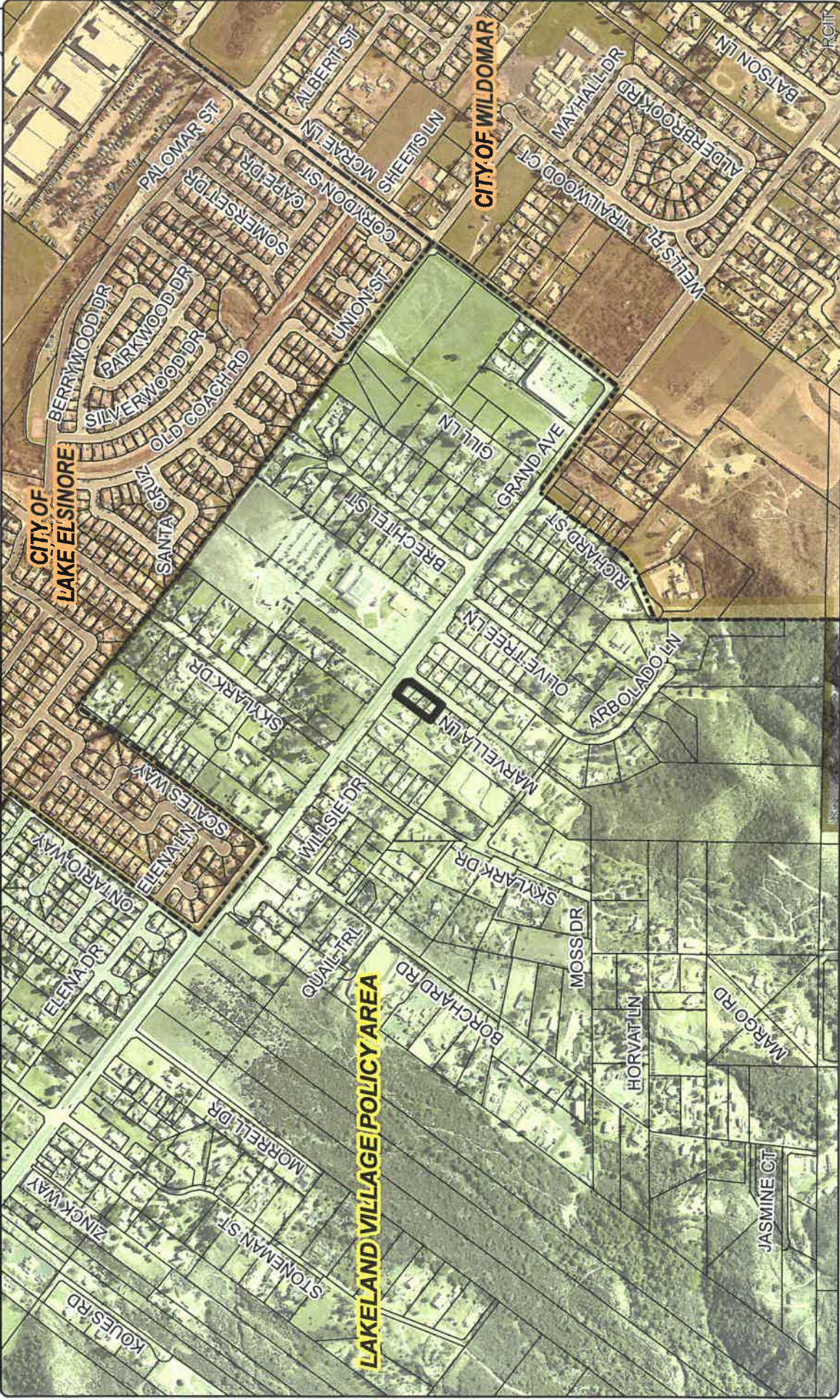
R-1 ONE-FAMILY DWELLINGS

MAP NO. _____
CHANGE OF OFFICIAL ZONING PLAN
AMENDING
MAP NO. 2 ORDINANCE NO. 348
CHANGE OF ZONE CASE NO. 2000029
ADOPTED BY ORDINANCE NO. 348. _____
(DATE:) _____
RIVERSIDE COUNTY BOARD OF SUPERVISORS

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ2000029 TPM37946
VICINITY/POLICY AREAS

Supervisor: Jeffries
 District 1

Date Drawn: 06/16/2021
 Vicinity Map



Zoning Area: South Elsinore

Author: Vinnie Nguyen

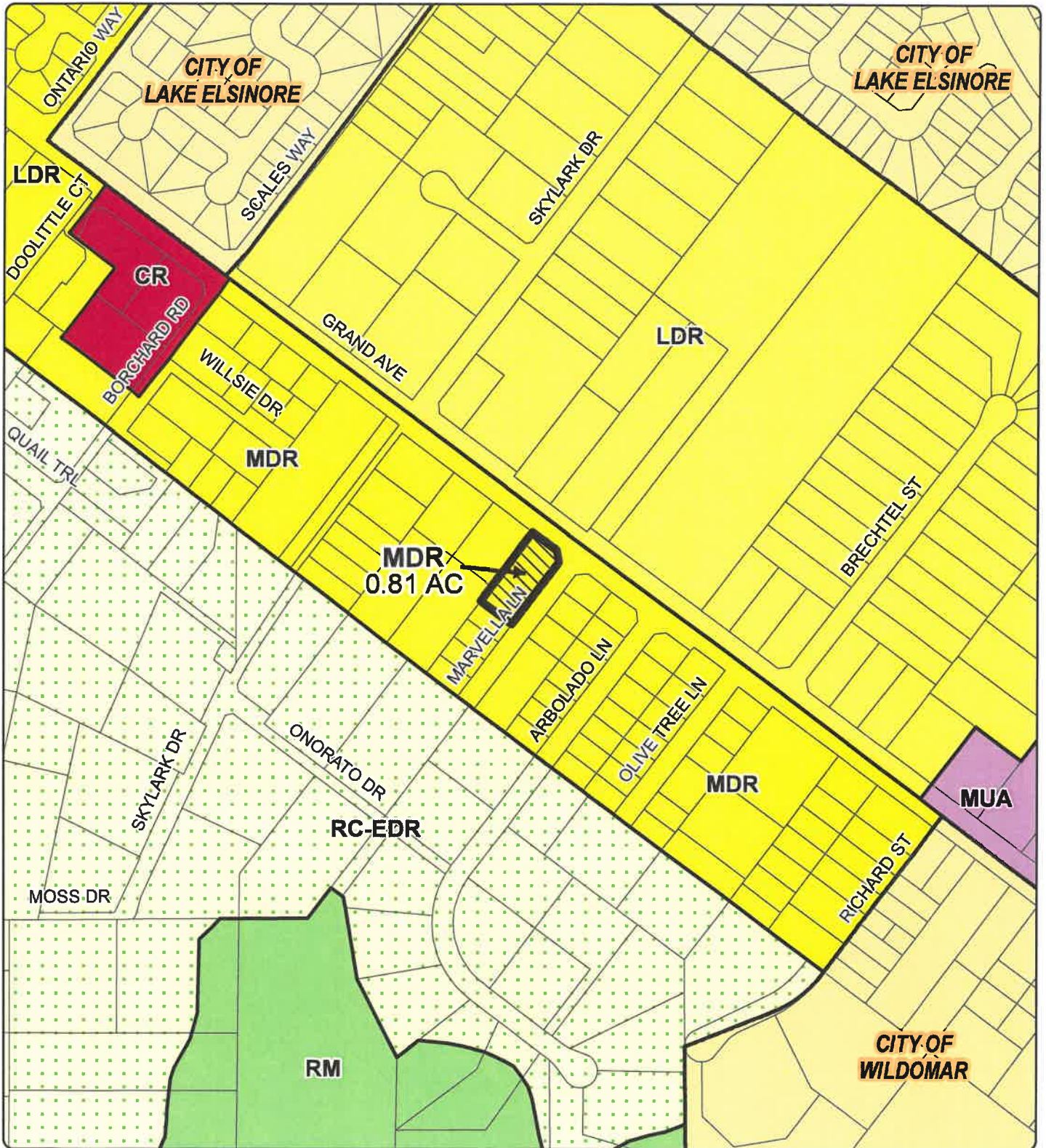


DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan and a new General Plan Map. The new General Plan Map shows the boundaries of the County and the boundaries of the various planning areas. The new General Plan Map also shows the boundaries of the various planning areas. The new General Plan Map also shows the boundaries of the various planning areas. For further information, please contact the Riverside County Planning Department at (951) 955-3200 (Western County) or in Palm Desert at (760) 949-7777 (Eastern County) or visit the website <http://www.riverside.ca.gov/planning>.

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ200029 TPM37946
EXISTING GENERAL PLAN

Supervisor: Jeffries
District 1

Date Drawn: 06/16/2021
Exhibit 5



Zoning Area: South Elsinore

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rctmwa.org>

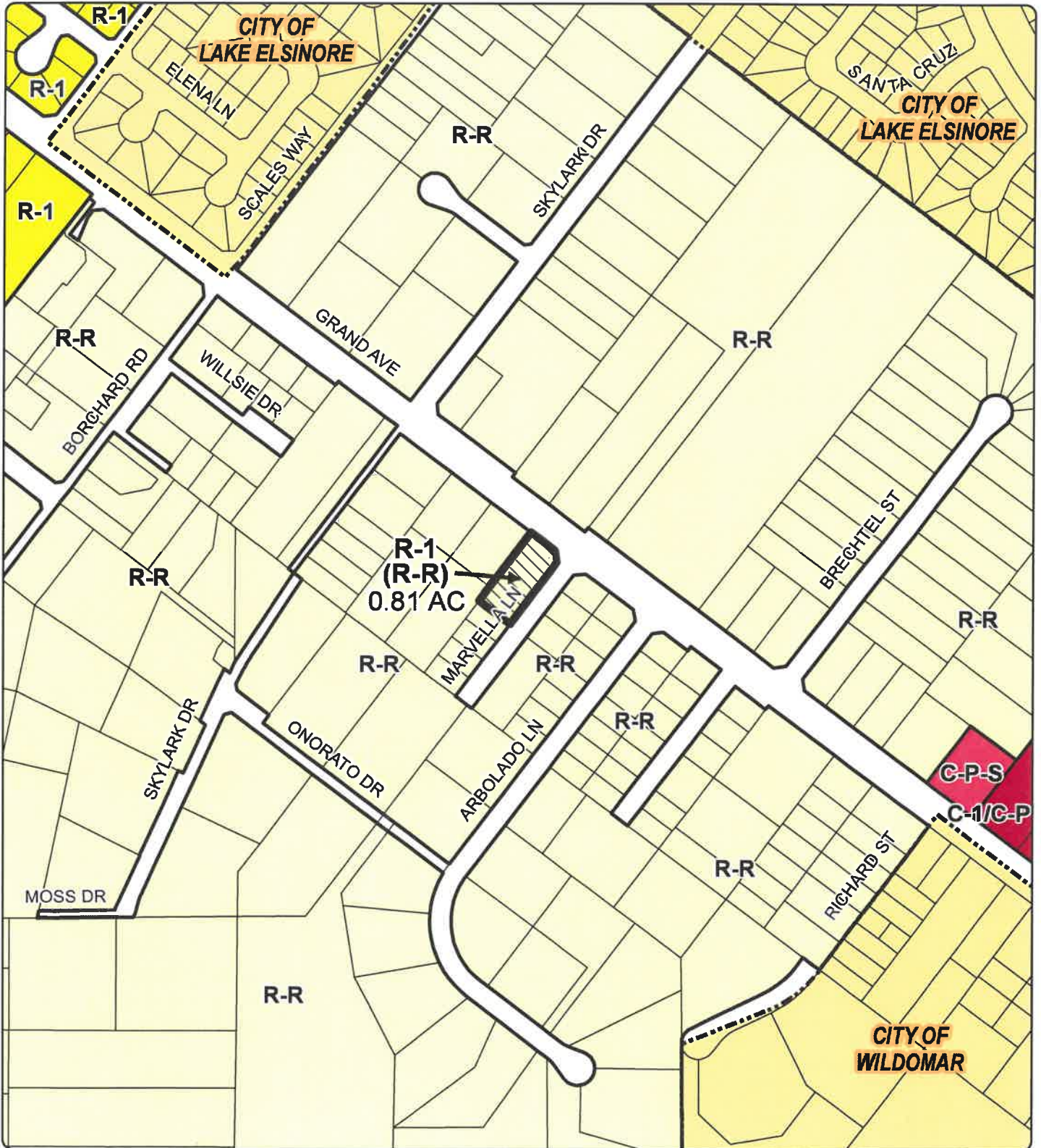
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ2000029 TPM37946

PROPOSED ZONING

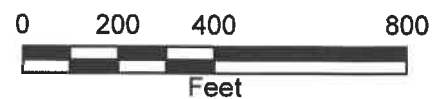
Supervisor: Jeffries
District 1

Date Drawn: 06/16/2021
Exhibit 3



Zoning Area: South Elsinore

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rcplma.org>

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ2000029 TPM37946

Supervisor: Jeffries
District 1

Date Drawn: 06/16/2021
Exhibit 1

LAND USE



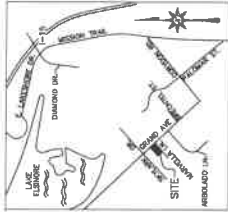
Zoning Area: South Elsinore

Author: Vinnie Nguyen

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rcplma.org>



TENTATIVE PARCEL MAP NO. 37946



OWNER:
 LARRY W. WILSON
 1807 BROAD AVENUE
 LAKE ELSINORE, CA 92530

APPLICANT:
 LARRY W. WILSON & DEVELOPMENT
 230 WATT LANE
 TIBURON, CA 94920

PROPERTY ADDRESS:
 1807 BROAD AVENUE
 LAKE ELSINORE, CA

ASSESSOR'S PARCEL NUMBER:
 475-200-001

LEGAL DESCRIPTION:
 A PORTION OF LOT 14 AND 15 IN BLOCK 7, OF
 A SUBDIVISION OF LOTS 14 AND 15 IN BLOCK 7, OF
 A TRACT OF 160 ACRES, MORE OR LESS, BEING
 PART OF THE 160 ACRES TRACT OF LAND, BEING
 RECORDS OF SAN DIEGO COUNTY.

APPROXIMATE:
 TOTAL AREA: 1.12 ACRES
 PARCEL 1: 0.51 ACRES
 PARCEL 2: 0.51 ACRES

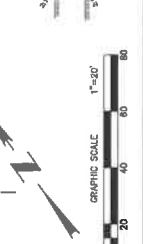
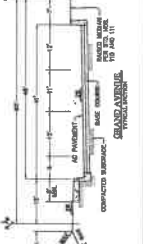
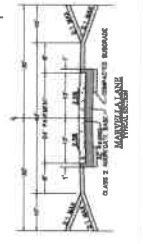
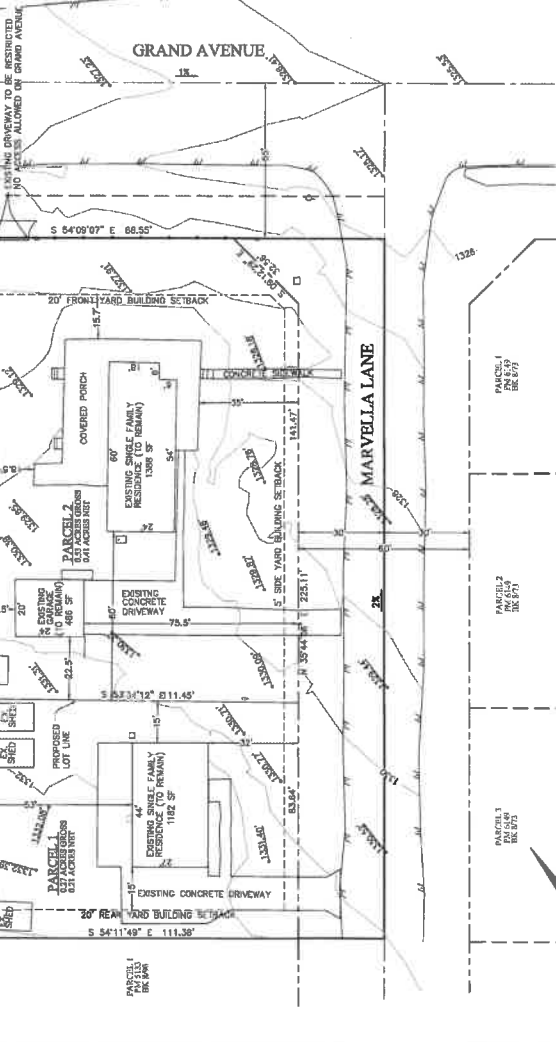
ZONING AND LAND USE:
 SINGLE-FAMILY RESIDENCE
 PROPOSED LAND USE:
 SINGLE-FAMILY RESIDENCE

UTILITIES:
 SOUTHERN CALIFORNIA GAS COMPANY
 SOUTHERN CALIFORNIA ELECTRIC COMPANY
 WATER: SOUTHERN CALIFORNIA WATER DISTRICT
 SEWER: SOUTHERN CALIFORNIA WATER DISTRICT

REPRESENTATIVE:
 JAMES W. WILSON, JR.
 1807 BROAD AVENUE
 LAKE ELSINORE, CA 92530

GENERAL NOTES:
 1. THIS PROJECT IS LOCATED IN THE UNINCORPORATED TOWN OF LAKE ELSINORE.
 2. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 3. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 4. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 5. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 6. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 7. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 8. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.
 9. THE PROJECT IS NOT SUBJECT TO COUNTY SURVEY OR FLOOD HAZARD.

NOTE: NO ADDITIONAL DEVELOPMENT IS BEING PROPOSED



THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TENTATIVE PARCEL MAP NO. 37946 SHEET 1 OF 1 A PORTION OF LOT 14 AND 15 IN BLOCK 7, OF A TRACT OF 160 ACRES, MORE OR LESS, BEING PART OF THE 160 ACRES TRACT OF LAND, BEING RECORDS OF SAN DIEGO COUNTY. LARRY W. WILSON & DEVELOPMENT 230 WATT LANE TIBURON, CA 94920	
LARRY W. WILSON & DEVELOPMENT 230 WATT LANE TIBURON, CA 94920 415-252-2500 / 415-252-2444	JAMES W. WILSON, JR. LICENSED LAND SURVEYOR NO. 12124 STATE OF CALIFORNIA



**COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY**

Charissa Leach, P.E.
Assistant CEO/TLMA Director



07/13/21, 8:02 am

TPM37946

ADVISORY NOTIFICATION DOCUMENT

The following notifications are included as part of the recommendation of approval for TPM37946. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1 AND - Hold Harmless

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside or its agents, officers, and employees (COUNTY) from the following:

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning TPM37946 or its associated environmental documentation; and,

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning TPM37946, including, but not limited to, decisions made in response to California Public Records Act requests; and

(a) and (b) above are hereinafter collectively referred to as "LITIGATION."

The COUNTY shall promptly notify the applicant/permittee of any LITIGATION and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such LITIGATION or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such LITIGATION, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/permittee shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

Advisory Notification. 1 AND - Hold Harmless (cont.)

the records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the COUNTY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from COUNTY, applicant/permittee shall make such additional deposits.

Advisory Notification. 2 AND - Preamble

This Advisory Notification Document is included as part of the justification for the recommendation of approval of this Plan (TPM37946) and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

Advisory Notification. 3 AND - Project Description & Operational Limits

Tentative Parcel Map No. 37946 is a proposal for a Schedule "F" subdivision of approximately 0.81 gross acres into 2 parcels with a minimum lot size of 0.27 acres. The Schedule "F" subdivision is for the division of land only. Future land uses on the Project site will occur on a parcel by parcel basis and be consistent with the permitted land uses. No grading or improvements are proposed for this subdivision.

Advisory Notification. 4 AND - Exhibits

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT(S) Exhibit A, Tentative Parcel Map No. 37946 dated 12/30/20.

Advisory Notification. 5 AND - Federal, State & Local Regulation Compliance

1. Compliance with applicable Federal Regulations, including, but not limited to:
 - National Pollutant Discharge Elimination System (NPDES)
 - Clean Water Act
 - Migratory Bird Treaty Act (MBTA)

2. Compliance with applicable State Regulations, including, but not limited to:
 - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
 - Government Code Section 66020 (90 Days to Protest)
 - Government Code Section 66499.37 (Hold Harmless)
 - State Subdivision Map Act
 - Native American Cultural Resources, and Human Remains (Inadvertent Find)
 - School District Impact Compliance
 - Civil Code Section 815.3 & Government Code Sections 65040.2 et al - SB 18 (Tribal Intergovernmental Consultation) {for GPAs, SPs, & SPAs

ADVISORY NOTIFICATION DOCUMENT

Advisory Notification

Advisory Notification. 5 AND - Federal, State & Local Regulation Compliance (cont.)

- Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA)}{for all projects with EIR, ND or MND determinations}

3. Compliance with applicable County Regulations, including, but not limited to:

- Ord. No. 348 (Land Use Planning and Zoning Regulations) {Land Use Entitlements}
- Ord. No. 413 (Regulating Vehicle Parking) {Land Use Entitlements}
- Ord. No. 421 (Excavation Covering & Swimming Pool Safety) {Land Use Entitlements}
- Ord. No. 457 (Building Requirements) {Land Use Entitlements}
- Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)

{Geographically based}

- Ord. No. 460 (Division of Land) {for TTMs and TPMs}
- Ord. No. 461 (Road Improvement Standards) {for TTMs and TPMs}
- Ord. No. 484 (Control of Blowing Sand) {Geographically based on soil type}
- Ord. No. 555 (Surface Mining and Reclamation) {for SMPs}
- Ord. No. 625 (Right to Farm) {Geographically based}
- Ord. No. 630 (Regulating Dogs and Cats) {For kennels and catteries}
- Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
- Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
- Ord. No. 878 (Regarding Noisy Animals)
- Ord. No. 655 (Regulating Light Pollution) {Geographically based}
- Ord. No. 671 (Consolidated Fees) {All case types}
- Ord. No. 679 (Directional Signs for Subdivisions) {for TTMs and TPMs}
- Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley) {Geographically based}
- Ord. No. 787 (Fire Code)
- Ord. No. 847 (Regulating Noise) {Land Use Entitlements}
- Ord. No. 857 (Business Licensing) {Land Use Entitlements}
- Ord. No. 859 (Water Efficient Landscape Requirements) {Land Use Entitlements, and for TTMs and

TPMs}

- Ord. No. 915 (Regulating Outdoor Lighting) {Geographically based}
- Ord. No. 916 (Cottage Food Operations)
- Ord. No. 925 (Prohibiting Marijuana Cultivating)
- Ord. No. 927 (Regulating Short Term Rentals)
- Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

4. Mitigation Fee Ordinances

- Ord. No. 659 Development Impact Fees (DIF)
- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 673 Coachella Valley Transportation Uniform Mitigation Fee (CV TUMF)
- Ord. No. 810 Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP)
- Ord. No. 824 Western Riverside County Transportation Uniform Mitigation Fee (WR TUMF)
- Ord. No. 875 Coachella Valley Multiple Species Habitat Conservation Plan (CV MSHCP)

BS-Grade

ADVISORY NOTIFICATION DOCUMENT

BS-Grade

BS-Grade. 1 **No Grading Proposed (cont.)**

BS-Grade. 1 **No Grading Proposed**

Tentative Parcel Map No. 37946 is an existing site and does not propose any grading.

E Health

E Health. 1 **DEH ECP COMMENTS**

If previously unidentified contamination or the presence of a naturally occurring hazardous material is discovered at the site, assessment, investigation, and/or cleanup may be required. Contact Riverside County Environmental Health - Environmental Cleanup Programs at (951) 955-8980, for further information.

Fire

Fire. 1 **Fire - Advisory**

Fire Department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, Riverside County Ordinance 460, Riverside County Ordinance 787, and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

Flood

Flood. 1 **Flood Haz. Report**

10/8/2020

Tentative Parcel Map (PM) 37946 is a proposal for a Schedule F subdivision of 0.81 acres into two single family residential lots in the Lake Elsinore Area with lot sizes of 0.27 acres and 0.53 acres. Two existing single-family homes on each lot will remain for this subdivision. The site is located on the southwest corner of Grand Avenue and Marvella Lane and east of Skylark Drive. This site was previously reviewed under SUP 891.

The site located on an alluvial apron at the foot of the Elsinore Mountains and is subject to flooding from southwest with a total drainage area of approximately one square mile. In major storms, the sheet flow type flooding could traverse the site and cause damage.

Currently, no existing District facility upstream of the site to alleviate the flood hazard. District proposed

ADVISORY NOTIFICATION DOCUMENT

Flood

Flood. 1 **Flood Haz. Report (cont.)**

Line O-10 Debris Basin and Lake Village MDP Line O-10 are located upstream of the site and along Skylark Dr. and Grand Ave. These proposed facilities will assist conveying the runoffs to Lake Elsinore. However, there is no scheduled date or allocated fund for the facilities.

Under SUP 891 and PM 5434 (1973), this site was conditioned to place manufactured home on a permanent foundation system. The finished floor shall be elevated at least 18-inches above highest adjacent ground. Also, the structure shall respect a 25-foot minimum set back from all property lines to provide for flow-through area in the event that sheet flow flooding traverses the site. The tributary area was previously calculated as 275 acres for PM 5434. The current tributary area is approximately 640 acres based on the latest topography in this area. To flood proof future development on these two parcels, the finished floor of new structures shall be elevated at least 24-inches above highest adjacent ground and the manufactured home shall be placed on a permanent foundation. The structure shall respect a 25-foot minimum set back from all property lines.

Every effort has been made to identify all potential areas of concern for which the District will recommend conditions of approval should this case be filed. However, if during further review of the site and development proposal, additional public safety and health issues are discovered, the District reserves the right to bring such issues to the attention of the hearing body.

Any questions pertaining to this project can be directed to Han Yang at 951.955.1348 or hyang@rivco.org.

Planning

Planning. 1 **Planning - MAP - 90 DAYS TO PROTEST**

The land divider has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

Planning. 2 **Planning - MAP - Cause for Revocation**

In the event the use hereby permitted under this permit,

- a) is found to be in violation of the terms and conditions of this permit,
- b) is found to have been obtained by fraud or perjured testimony, or
- c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to revocation procedures.

Planning. 3 **Planning - MAP - EXPIRATION DATE**

The conditionally approved TENTATIVE MAP shall expire three years after the County of Riverside Board of Supervisors' original approval date, unless extended as provided by County Ordinance No. 460. Action on

ADVISORY NOTIFICATION DOCUMENT

Planning-CUL

Planning-CUL. 2 Unanticipated Resources (cont.)

tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis.

Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

* A cultural resource site is defined, for this condition, as being a feature and/or three or more artifacts in close association with each other.

** If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the significance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

Transportation

Transportation. 1 FINAL MAP REQUIREMENTS

The final map shall comply with the following requirements, as approved by the County Survey Department, to clear these condition:

1. Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.
2. The Project shall install survey monumentation as directed by the Transportation Department, or bond and enter into an agreement with the Transportation Department.
3. Lot access shall be restricted on Grand Avenue and so noted on the final map.

Note: Inspection is required prior to map recordation.

Transportation. 2 Trans General Conditions

1. Alternations to natural drainage patterns shall require protecting downstream properties by means approved by the Transportation Department.
2. All centerline intersections shall be at 90 degrees, plus or minus 5 degrees.
3. The existing driveway on Grand Avenue shall be closed and access shall be restricted on Grand Avenue.
4. Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site: <http://rctlma.org/trans/>. If you have questions, please call the Plan

ADVISORY NOTIFICATION DOCUMENT

Transportation

Transportation. 2

Trans General Conditions (cont.)

Check Section at (951) 955 6527.

Plan: TPM37946

Parcel: 370200061

50. Prior To Map Recordation

Flood

050 - Flood. 1 Elevate Finished Floor Notice Not Satisfied

A note shall be placed on the Environmental Constraint Sheet to accompany the Final Map stating: "The finished floor of new structures shall be elevated a minimum of 24 inches above the highest adjacent natural grade. Manufactured homes or pre-manufactured buildings shall be attached to a permanent foundation. Any buildings or obstructions shall be set-back a minimum of 25 feet from all property lines. "

050 - Flood. 2 Submit ECS & Final Map Not Satisfied

A copy of the Environmental Constraint Sheet and the Final Map shall be submitted to the District for review and approval. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

Planning

050 - Planning. 1 Planning - MAP - Approval of CZ2000029 Not Satisfied

Change of Zone No. 2000029 must be adopted by the Board of Supervisors before the recordation of the FINAL MAP.

050 - Planning. 2 Planning - MAP - ECS SHALL BE PREPARED Not Satisfied

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

050 - Planning. 3 Planning - MAP - FEE BALANCE Not Satisfied

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

050 - Planning. 4 Planning - MAP - FINAL MAP PREPARER Not Satisfied

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

050 - Planning. 5 Planning - MAP - PREPARE A FINAL MAP Not Satisfied

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

050 - Planning. 6 Planning - MAP - SURVEYOR CHECK LIST Not Satisfied

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

Plan: TPM37946

Parcel: 370200061

50. Prior To Map Recordation

Planning

050 - Planning. 6 Planning - MAP - SURVEYOR CHECK LIST (cont.) Not Satisfied

B. All lots on the FINAL MAP shall have a minimum lot size in gross acres and net acres.

C. All lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the One-Family Dwellings (R-1) zone, and with the Riverside County General Plan.

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C of County Ordinance No. 460.

E. All knuckle or cul-de-sac lots shall have a minimum of 35 feet of frontage measured at the front lot line.

Transportation

050 - Transportation. 1 CLOSE DRIVEWAY. Not Satisfied

The existing driveway on Grand Avenue shall be closed and access shall be restricted on Grand Avenue.

Note:

Inspection is required prior to map recordation.

050 - Transportation. 2 FEE PAYMENT Not Satisfied

Prior to the time of map recordation or issuance of a Certificate of Occupancy, whichever occurs first, the Project shall pay fees in accordance with the fee schedule in effect at the time of payment:

- All Transportation Uniform Mitigation Fees (TUMF)

80. Prior To Building Permit Issuance

E Health

080 - E Health. 1 Gen - Custom Not Satisfied

TPM37946 results in parcels that do not meet minimum lot size requirements for the use of On-site Wastewater Treatment System (OWTS) per Riverside County's Local Agency Management Program (LAMP). The existing structures utilize existing OWTS that were in good working order at the time of the parcel division and approved prior to implementation of the LAMP.

OWTS failures or improvements to the resultant parcels that increase wasteflows or require the existing OWTS to be modified will require abandonment of the existing OTWS under permit with Environmental Health and a connection to EVMWD sewer. No OWTS construction, repair or modification permit shall be issued by Environmental Health following the parcel division.

Planning

080 - Planning. 1 0080-Planning-MAP - FEE BALANCE Not Satisfied

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

General Application Form

Submit this completed General Application Form, along with a signed Applicant-Property Owner Signature Form, and an applicable Supplemental Information Form. The Forms are located on the Planning Dept. website's Development Application page (<https://planning.rctlma.org/Development-Process/Applications>) or by clicking on the applicable link above or below. Filing Instructions documents are also available on that webpage.

Select the applicable Application Type(s):

Legislative Actions	
<input type="checkbox"/> Change of Zone	<input type="checkbox"/> Development Agreement
<input type="checkbox"/> General Plan Amendment – Land Use	<input type="checkbox"/> Specific Plan
<input type="checkbox"/> General Plan Amendment – Circulation Section	<input type="checkbox"/> Specific Plan Amendment
Subdivisions	
<input type="checkbox"/> Tentative Tract Map	<input type="checkbox"/> Minor Change
<input checked="" type="checkbox"/> Tentative Parcel Map	<input type="checkbox"/> Revised Map
<input type="checkbox"/> Vesting Map	<input type="checkbox"/> Land Division Phasing Map
<input type="checkbox"/> Amendment to Final Map	<input type="checkbox"/> Extension of Time (Ord. No. 460)
<input type="checkbox"/> Reversion to Acreage	
Use Permits	
<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Commercial Hog Ranch Permit/Amended Permit
<input type="checkbox"/> Plot Plan	<input type="checkbox"/> Revised Use Permit or Plot Plan
<input type="checkbox"/> Plot Plan – Administrative (Minor Plot Plan)	<input type="checkbox"/> Surface Mining Permit
<input type="checkbox"/> Public Use Permit	<input type="checkbox"/> Reclamation Plan/Interim Management Plan
<input type="checkbox"/> Wind Energy Conversion System Permit	<input type="checkbox"/> Revised Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Extension of Time (Ord. No. 348)
<input type="checkbox"/> Variance	<input type="checkbox"/> Solar Power Plant
Ministerial Actions	
<input type="checkbox"/> Crowing Fowl Permit	<input type="checkbox"/> Determination of Non-Conforming Use Status
<input type="checkbox"/> FFA or 4-H Project	<input type="checkbox"/> Extension of Non-Conforming Use Status
<input type="checkbox"/> Exception to Notice Ordinance (No. 847)	<input type="checkbox"/> Outdoor Advertising Display Permit (Billboard)
<input type="checkbox"/> Food Truck	<input type="checkbox"/> Public Convenience and Necessity Determination
<input type="checkbox"/> Grading Permit Initial Study	<input type="checkbox"/> Setback Adjustment
<input type="checkbox"/> Historic District Alteration Permit	<input type="checkbox"/> Substantial Conformance to Minor Plot Plan
<input type="checkbox"/> Large Family Day Care Permit	<input type="checkbox"/> Substantial Conformance to Plot Plan or Use Permit
<input type="checkbox"/> Living Native Tree Removal Permit	<input type="checkbox"/> Substantial Conformance to Surface Mining Permit/Reclamation Plan
<input type="checkbox"/> Minor Temporary Event Permit	<input type="checkbox"/> Substantial Conformance with a Specific Plan
Miscellaneous Actions	
<input type="checkbox"/> Agricultural Preserve Disestablishment-Diminishment	<input type="checkbox"/> Request for Deposit for Planning Research
<input type="checkbox"/> Agricultural Preserve Establishment-Enlargement	<input type="checkbox"/> Geology Report Review
<input type="checkbox"/> Entry into Land Contract within Agricultural Preserve	<input type="checkbox"/> Request for Pre-Application Review
<input type="checkbox"/> Agricultural Preserve Notice of Non-Renewal	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS)
<input type="checkbox"/> Request for Zoning Affidavit or Rebuild Letter	<input type="checkbox"/> MSHCP Habitat Acquisition and Negotiation Strategy (HANS Lite)
<input type="checkbox"/> MSHCP Expedited Review Process (ERP)	

GENERAL APPLICATION FORM

Note: The Applicant represents that he/she has the express authority to submit this application on behalf of the Property Owner(s) and understands that the "Applicant" is not assignable without written consent by the County of Riverside, who will not consent to reassignment unless any outstanding costs have been paid by Applicant, and that all deposit statements, requests for deposits or refunds shall be directed to the Applicant.

Applicant Contact (BILLING CONTACT): MATT LIESEMEYER			
Contact Person:	MATT <small>First Name</small>	LIESEMEYER <small>Middle Name Last Name</small>	
E-mail Address:	matt@4med.net		
Mailing Address:	41635 <small>Street Number</small>	ENTERPRISE CIRCLE <small>Street Name</small>	UNIT A <small>Unit or Suite</small>
	TEMECULA <small>City</small>	CA <small>State</small>	92592 <small>Zip Code</small>
Daytime Phone No.:	951-296-3466	Mobile Phone No.:	

Engineer/Representative Contact, if any: HESS DEVELOPMENT, INC.			
Contact Person:	BRIAN <small>First Name</small>	T <small>Middle Name</small>	HESS <small>Last Name</small>
E-mail Address:	brian@hesssurvey.com		
Mailing Address:	28039 <small>Street Number</small>	SCOTT RD <small>Street Name</small>	SUITE D-387 <small>Unit or Suite</small>
	MURRIETA <small>City</small>	CA <small>State</small>	92563 <small>Zip Code</small>
Daytime Phone No.:	951-325-2200	Mobile Phone No.:	951-768-6767

Property Owner Contact: LUCINDA KENDRICK			
Contact Person:	LUCINDA <small>First Name</small>	KENDRICK <small>Middle Name Last Name</small>	
E-mail Address:			
Mailing Address:	19671 <small>Street Number</small>	GRAND AVE <small>Street Name</small>	 <small>Unit or Suite</small>
	LAKE ELSINORE <small>City</small>	CA <small>State</small>	92530 <small>Zip Code</small>
Daytime Phone No.:	951-609-1070	Mobile Phone No.:	

Check this box if there are additional persons or entities who have an ownership interest in the subject property or properties that comprise this Application and complete one or more Additional Property Owner Sheets.

GENERAL APPLICATION FORM

PROPERTY INFORMATION:

Assessor's Parcel Number(s):
370-020-061

Approximate Gross Acreage: **0.81**

I/We, the applicant, certify that the following responses are true and correct. Yes No

Generally, Ministerial Actions and Miscellaneous Actions, will not require the completion of the following Sections: "Hazardous Site Review Statement," "Hazardous Materials Disclosure Statement," "Airport Influence Area/ Federal Aviation Regulation Part 77," "Military Land Use Compatibility," or "Water Quality Management Plan Information." as part of this Application Form.

HAZARDOUS SITE REVIEW STATEMENT

Government Code Section 65962.5.(f) requires the applicant for any development project to consult specified state-prepared lists and submit a signed statement to the local agency indicating whether the project is located on an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated this development project with respect to the Cal EPA's Cortese List Data Resources webpage and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is NOT located on any of the lists compiled pursuant to Section 65962.(e) of the Government Code.
- The project IS located on one of the lists compiled pursuant to Section 65962.(e) of the Government Code. Please specify the list, the date of list, and the property's regulatory identification number:

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County.
Yes No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions.
Yes No

GENERAL APPLICATION FORM

AIRPORT INFLUENCE AREA/ FEDERAL AVIATION REGULATION PART 77

Is the project located within an Airport Influence Area?

Yes No

If yes, review of projects, excluding Ministerial and Miscellaneous Actions, by the Riverside County Airport Land Use Commission will be required.

*Please refer to Riverside County's Map My County website to determine if the Plan is located within an Airport Influence Area (using the Planning Layer – Airport Layers)
(https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)*

Generally, applications, excluding Ministerial and Miscellaneous Actions, within 8 miles of March Air Reserve Base or within 4 miles of other airports may require a Federal Aviation Administration (FAA) Obstruction Evaluation/Airport Airspace Analysis.

MILITARY LAND USE COMPATIBILITY

Using the California Military Land Use Compatibility Analyst website, the owner or authorized agent has determined whether the project is located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944.

Yes No

WATER QUALITY MANAGEMENT PLAN INFORMATION

Is the project located within any of the following Watersheds? Check the appropriate box if applicable.

- Santa Ana/San Jacinto Valley Region
- Santa Margarita Region
- Santa Margarita Region-Other Development Project
- Whitewater Region

*Please refer to Riverside County's Map My County website to determine if the Plan is located within any of these watersheds (using the Geographic Layer – Watershed)
(https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public)*

If any of these checkboxes are checked, go to the Planning Department website's Development Application page's Miscellaneous Exhibits/Materials subsection (Project Specific Water Quality Management Plan (WQMP) Checklists to complete the applicable Checklist Form, or click on the adjacent link to open the applicable Checklist Form. Complete the form and attach a copy of the completed form as part of the Development Application package.

If the completed Checklist Form concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a Plan shall be prepared and included along with the completed Checklist as part of the submittal of the Development Application package.

STEP 2: This completes the required information on this General Application form. Open the following link to access and complete the Applicant-Property Owner Signature Form. Completion of an applicable Supplemental Information Form for a particular application may also be required. Please refer to the

GENERAL APPLICATION FORM

Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for the application type selected.

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

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Revised: 03/18/2020



RIVERSIDE COUNTY PLANNING DEPARTMENT

*Charissa Leach, P.E.
Assistant TLMA Director*

Applicant-Property Owner Signature Form

This Form is to be completed and signed (print name, signature and date signed) by the Applicant and the Property Owner(s) of the property(ies) underlying most Planning Department Applications. This signed Form is to be included as part of an Application package.

Note: The Planning Department will primarily direct communications regarding this application to the person identified as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Form is signed and submitted as part of a complete application to the County of Riverside. The Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. The Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.

Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted. The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary.

This application shall only be signed by an authorized representative of the Applicant and the Property Owner. The person(s) signing this Form represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant.

To ensure quality service, the Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the Applicant or Property Owner information changes.

Lucinda Kendrick

Printed Name of Applicant

Lucinda Kendrick

Signature of Applicant

6/19/20

Date Signed

Applicant-Property Owner Signature Form

Note: Property owner(s)'s signatures are <u>NOT</u> required for the following applications or requests:	
Geological Report Review	Request for Appeal
Request for Application Withdrawal or Rights Transfer	Request for Deposit for Planning Research
Request for Pre-Application Review	Request for Rough Grading Permit Planning Clearance
Request for Planning Condition Clearance	Request for Zoning Affidavit or Rebuild Letter

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, County personnel, or its agents, may enter the subject property and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Property Owner acknowledges that the Applicant is authorized to submit this application and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County. This application shall only be submitted by an authorized representative of the Applicant and the Property Owner. The person(s) submitting this application represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Applicant Contact section above.

INDEMNIFICATION AGREEMENT

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any Tentative Tract Map, Tentative Parcel Map, Revised Map, Map Minor Change, Reversion to Acreage, Conditional Use Permit, Public Use Permit, Surface Mining Permit and/or Reclamation Plan, Wind Energy Conversion System Permit, Hazardous Waste Siting Permit, Minor Temporary Event Permit, Plot Plan, Substantial Conformance (to any Permit or Plot Plan), Revised Permit, (to any Permit or Plot Plan), Variance, Setback Adjustment; General Plan Amendment, Specific Plan, Specific Plan Amendment, Specific Plan Substantial Conformance, Zoning Amendment; and, any associated Environmental Documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

Applicant-Property Owner Signature Form

Lucinda Kendrick

Printed Name of Property Owner

Lucinda Kendrick
Signature of Property Owner

6-19-20
Date Signed

Printed Name of Property Owner

Signature of Property Owner

Date Signed

- Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach additional completed and signed Additional Property Owner Signature Form(s) for those persons or entities having an interest in the real property(ies) involved in this application and acknowledge the Authority Given, the Agreement for Payment, and Indemnification Agreement Sections above.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.
- If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.
- If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.
- If the property owner is a trust, provide a copy of the trust certificate.
- If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

If the application is for a Plot Plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a Plot Plan for a wireless communication facility co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

PROPERTY INFORMATION:

Assessor's Parcel Number(s):

370-200-061

Approximate Gross Acreage: 0.81

Applicant-Property Owner Signature Form

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

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Revised: 04/08/2020

RECORDING REQUESTED BY

AND WHERE RECORDED MADE TO

201333

Name
Street Address
City
State
Zip

First Interstate Bank
SUN CITY OFFICE
P.O. BOX GG
SUN CITY, CALIF. 92381

RECEIVED FOR RECORD
AT 900 O'CLOCK A.M.
AT THE OFFICE OF
SAFEDEO TITLE INSURANCE CO.
Book 1983, Page 201333
SEP 30 1983
Recorded in Official Records
of Riverside County, California
William F. Pomeroy
Recorder
Fees

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

WITH ASSIGNMENT OF RENTS AND ACCELERATION IN EVENT OF SALE

THIS DEED OF TRUST, Made this 28th day of September, 19 83

between DON C KENDRICK, SR and LUCINDA S KENDRICK, husband and wife

as joint tenants hereinafter called TRUSTOR.

whose address is 19671 Grand Ave., Lake Elsinore, CA 92330

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, as a TRUSTEE, and in such capacity herein called TRUSTEE, and FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, as BENEFICIARY, and in such capacity herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all the property in Riverside County, California, described as:

as more particularly described in Exhibit A attached hereto, consisting of two pages.

The note secured by this Deed of Trust is further secured by a Security Agreement and Power of Attorney of even date, creating a security interest in that certain Mobile Home, 1975 Fuqua serial #170316 & 170315.

including all buildings, structures, and improvements now or hereafter thereon, and all appurtenances, easements, water and water rights, pumps and pumping plants, pipes, flumes and ditches thereunto belonging or in anywise appurtenant, and all shares of stock evidencing the same, all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings and/or on said real property for the generation and/or distribution of air, water, heat, electricity, light, fuel and/or refrigeration and/or for ventilating purposes and/or for sanitary or drainage purposes and/or for the exclusion of vermin and/or insects and/or for the removal of dust, refuse and/or garbage, and including all elevators, awnings, window shades, drapery rods and brackets, screens, linoleum, and incinerators; all of the items and things so specified being hereby declared to be, and in all circumstances shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust. Things annexed to and a part of the realty described herein, the specific enumerations herein not excluding the general, AND ALSO the tolls, earnings, incomes, rents, issues and profits of any and/or all of the aforesaid property (subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits); ALSO all the estate, interest, or other claim or demand including insurance, as well in law as in equity which said Trustor now has or may hereafter acquire, in and to the aforesaid property.

FOR THE PURPOSE OF SECURING

FIRST Payment of the sum of \$ 56,000.00 with interest thereon according to the terms of a promissory note or notes, dated September 28, 1983 payable to Beneficiary or order and made by one or more of the Trustors and any and all modifications, renewals and/or extensions thereof.

SECOND Payment and/or performance of every obligation, covenant, promise and/or agreement herein contained.

A For the purpose of protecting and preserving the security of this Deed of Trust, Trustor promises and agrees:

1. (a) To keep all buildings, structures, and other improvements now or hereafter situate upon said property at all times entirely free of dry rot, fungus, termites, beetles, and all other wood-boring, wood-eating and/or harmful or destructive insects and in all respects to properly care for and keep all of said property including all such buildings, structures and other improvements in good condition and repair; (b) not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances, or regulations) any building, structure, or improvement thereon; (c) to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on said property and promptly restore in like manner any building or other improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees: To complete same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to Beneficiary within fifteen calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail sent to his last known address or by personal service of the same; and also agrees that work shall not cease on the construction or such improvements for any reason whatsoever for a period of fifteen calendar days; (d) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting said property or any part thereof or requiring any alterations or improvements to be made thereon; (e) not to commit or permit any waste or deterioration of said property; (f) not to commit, suffer or permit any act to be done in or upon said property in violation of any law or ordinance; (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security; the specific enumeration herein not excluding the general.

2. To provide and maintain insurance covering all buildings, structures, and improvements now situate or which may be hereafter erected or placed upon said property, against loss by fire, earthquake, and such other hazards as Beneficiary may reasonably require, satisfactory to and with loss payable to the Beneficiary; to deliver the policies of said insurance to the Beneficiary, it being agreed that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligation secured hereby and in such order as Beneficiary may determine, or said amount or any portion thereof may, at the option of the Beneficiary, either be used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or be released to the Trustor, in either of which events neither the Trustee nor the Beneficiary shall be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any default or notice of default hereunder.

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or invalidate any act done pursuant to such notice, any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered hereby at any trustee's sale held hereunder.

3. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Deed of Trust, and/or any additional or other security for any of the obligations secured hereby, the interest, rights, powers, and/or duties of Trustee and/or Beneficiary hereunder, it being agreed, however, that Beneficiary and Trustee, or either of them, at their or its option, may appear in and defend any such action or proceeding and/or may commence any action or proceeding deemed necessary by it or them to perfect, maintain, or protect such interest, rights, powers, and/or duties, all in such manner and to such extent as seen fit, and Beneficiary is authorized to pay, purchase, or compromise on behalf of Trustor any encumbrance or claim which in its judgement appears or purports to affect the security hereof or to be superior hereto, to pay all costs and expenses, including cost of evidence of life and attorneys' fees in a reasonable sum, in any action or proceeding in which Beneficiary and/or Trustee may appear.

4. To deliver forthwith to the Beneficiary any and all certificates or other evidence of title which the Trustor may secure through any proceeding for the registration of the life to said property, or otherwise, to be held by it during the life of this Deed of Trust.

5. (a) To pay, and submit to the Beneficiary, at least ten days before default or delinquency, a receipt evidencing payment of all taxes and assessments affecting said property, including assessments on said water stock, and any accrued interest, cost and/or penalty thereon. (b) To pay when due all encumbrances (including any debt secured by deed of trust), ground rents, liens, and/or charges, with interest, on said property or any part thereof which appear to be prior or superior hereto and to pay immediately and in full all such encumbrances, rents, liens and/or charges, if any, which may now be due or payable, (c) to pay when due all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

6. To pay all assessments against said property at least ten days before any bond or bonds could or would be issued in connection therewith.

7. If requested in writing by Beneficiary, to make payments to Beneficiary on account of taxes and assessments (including bonds) assessed, levied, or a lien or charge upon, or hereafter assessed, levied, or becoming a lien or charge upon the real property herein described or any portion thereof, in addition to the payments stipulated in said note and/or elsewhere herein, on the same date on which the next payment of interest or principal (whichever shall be earlier) shall become due on said note, and monthly thereafter during the continuance of these Trusts, in an amount equal to the said taxes and assessments next due (as estimated by Beneficiary) less any installments already paid on account thereof, divided by the number of months that are to elapse before one month prior to the date when such taxes and/or assessments would become delinquent if not paid. Any such amounts if received by Beneficiary shall be held and/or used for the purpose of paying taxes and assessments (including bonds) affecting said real property or any part thereof and any overplus used for the purpose of paying principal of or interest on the said note or any other obligations secured hereby in such order as the Beneficiary elects. Should the payments made by Trustor to Beneficiary pursuant to this clause and remaining unused in the hands of Beneficiary be insufficient to pay said items of taxes, assessments and bonds, or any of them, in full when due the Trustor promises and agrees to pay to Beneficiary at least ten days before the date such unpaid items if not paid would become delinquent, a sum which when added to the amount in the hands of the Beneficiary and available therefor is sufficient to pay the whole of said items. Beneficiary shall not be obliged to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of taxes, assessments, and/or bonds such portion of such payments as Beneficiary may in its absolute discretion deem proper, applying the balance on the principal or interest on the obligations secured hereby. Should Trustor fail to deposit with Beneficiary (exclusive of that portion of said payments which has been applied by Beneficiary on the principal or interest on the indebtedness secured by this Deed of Trust) sums sufficient to fully pay said items of taxes, assessments, and bonds at least ten days before delinquency thereof, Beneficiary may at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the delinquency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary as herein elsewhere provided, or at the option of Beneficiary the latter may without making any advance whatever apply any sums held by it upon any obligation of the Trustor secured hereby. Should any default occur or exist on the part of the Trustor in the payment or performance of any of Trustor's obligations under the terms of this Deed of Trust, Beneficiary may at any time at Beneficiary's option apply any sums or amounts in its hands received pursuant hereto, or as rents or income of said real property or otherwise, upon any indebtedness or obligation of the Trustor secured hereby in such manner and order as Beneficiary may elect. The receipt, use, or application of any such sums paid by Trustor to Beneficiary hereunder shall not be construed to affect the maturity of any indebtedness secured by this Deed of Trust or any of the rights or powers of Beneficiary or Trustee under the terms of this Deed of Trust or any of the obligations of Trustor hereunder.

8. To pay at least ten days before delinquency all assessments upon any water stock covered hereby or used in connection with said property, and all rents, assessments or charges for water available to or used in connection with said property and/or for the flumes, ditches, pipes or aqueducts in which such water may be furnished or delivered.

9. To pay immediately without demand, all sums expended or expense incurred by Trustee and/or Beneficiary, including attorney's fees, under any of the terms of this Deed of Trust, with interest from date of expenditure at the rate of ten per cent per annum.

B. Should Trustor fail or refuse to make any payment or do any act which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Trustee and/or Beneficiary, each in its sole discretion, it being hereby made the sole judge of the legality thereof, may, without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof:

1. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, either Trustee or Beneficiary being authorized to enter upon and take possession of said property for such purposes.

2. Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgement of either may affect or appear to affect the security of this Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder.

3. Beneficiary is authorized, either by itself or by its agent to be appointed by it for that purpose, to enter into and upon and take and hold possession of any or all property covered hereby and exclude the Trustor and all other persons therefrom; and may operate and manage the said property and rent and lease the same and collect any and all rents, issues, income and profits therefrom and from any personal property located thereon, the same being hereby assigned and transferred to the benefit and protection of Beneficiary, and from time to time apply same and/or accumulate same for application, in such order and manner as Beneficiary in its sole discretion shall consider advisable, to or upon the following: costs of collecting same, including Beneficiary's reasonable fees in so doing, the necessary and proper costs of upkeep, maintenance, repair, and/or operation of said property, the repayment of any sums theretofore or hereafter advanced pursuant to the terms of this Deed of Trust, the interest then due or next to become due upon said indebtedness, the taxes and assessments upon said property then due or next to become due, and/or upon the unpaid principal of said indebtedness. The collection and/or receipt of rents, issues, income and/or profits from said property by Beneficiary after declaration of default and election to cause said property to be sold under and pursuant to the terms of the Deed of Trust shall not affect or impair such default or declaration of default or election to cause said property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such rents, issues, income and/or profits. Any such rents, issues, income and/or profits in the possession of said Beneficiary at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale.

Provided, that neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts above mentioned, but upon election of either or both so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures is hereby secured.

C. If the Trustor shall sell, convey or otherwise dispose of said property or any part thereof, or any interest therein, or shall be divested of his title, or any interest therein, in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. If there is procured from Beneficiary an agreement or waiver resulting in the non-exercise by Beneficiary of such option in any certain instance or on any particular occasion, then in that event any privilege or option now in effect to pay said indebtedness or any part thereof prior to the date the same would be delinquent if not paid, is thereupon and thereby waived and terminated.

D. It is mutually agreed that

1. All moneys and awards payable as damages and/or compensation for the taking of, or damage to, or on account of change of grade affecting any portion of the property subject to this Deed of Trust by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Beneficiary, be paid to the Beneficiary, and such moneys and awards are hereby assigned to Beneficiary, and judgment therefor shall be entered in favor of Beneficiary, and when paid shall be used at its option toward the payment of any indebtedness, taxes, assessments, repairs or other items for the payment of which this Deed of Trust is given as security, whether the same be then due or not and in such order or manner as Beneficiary may determine, and any amount not so used shall be released by the Beneficiary to the Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

3. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note or notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may, Reconvey any part of said property, consent in writing to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any property not then or therefore released as security, for the full amount of all unpaid obligations, Beneficiary may from time to time, and without notice: Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or portion or all of the real property described herein, take or release any other or additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto. If the Beneficiary at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

5. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the note or notes secured hereby for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

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6. The Beneficiary is authorized by itself, its agents or workmen, to enter at any time upon any part of said property and the improvements thereon situated for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust;

7. Should breach or default be made by Trustor in payment of any indebtedness secured hereby or in performance of any obligation, covenant, promise or agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable, and in such case, shall execute and deliver to Trustor a written declaration of default and demand for sale and written notice of default and election to cause to be sold said property, and shall surrender to Trustor this Deed of Trust, the note or notes secured hereby and all documents evidencing any expenditures hereunder. Thereafter such notice of default and election to cause said property to be sold to satisfy the obligations hereof shall be duly filed for record;

Beneficiary, from time to time before Trustor's Sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustor a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustor, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause to be sold said property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of said note or notes and/or this Deed of Trust or any of the rights, obligations or remedies of the parties thereunder.

At least three months having elapsed after recordation of notice of default, without demand on Trustor, said Trustee, having first given notice of sale as then required by law, shall sell said property at the time and place of sale fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. The whole of the trust estate shall be sold in a single lot or parcel and as an entirety unless the Beneficiary shall, in writing, direct the Trustee to sell said trust estate in separate parcels and shall direct the Trustee as to the parcels into which the trust estate shall be divided for purposes of sale and the order in which said parcels shall be offered for sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Without further notice Trustee may make such sale at the time to which same shall be so postponed. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied, and the records in such deed or deeds of any matters or facts affecting the regularity or validity of said sale shall be conclusive proof of the truthfulness thereof, also such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

8. Trustee shall apply the proceeds of any such sale to payment of:
(a) All costs, fees, charges and expenses of Trustee and of these trusts, fees of any attorneys employed by Trustee and/or Beneficiary pursuant to the provisions hereof, Trustee's fees in connection with sale, and all expenses of sale, including cost of procuring guarantee or evidence of title in connection with the sale proceedings and revenue stamps on Trustee's Deed.

(b) All other sums then secured hereby, including indebtedness described herein, all sums advanced or expended under the terms hereof and not then repaid, the amount unpaid on any additional sums borrowed in accordance with the provisions hereof, the interest on each of the foregoing items, all in such manner and order of priority or preference as the Beneficiary may in its sole and absolute discretion determine.

(c) The remainder, if any, to the person or persons legally entitled thereto, upon proof satisfactory to the Trustee of such right.

9. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and/or performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustor's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustor or Beneficiary, it being agreed that Trustor and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their uncontrolled discretion determine.

10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including Pledges, of the note or notes secured hereby.

11. Each married person who joins in executing this Deed of Trust and any note or notes secured thereby, hereby agrees and expressly assents to the liability of their separate property for all their debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of their separate property not described herein.

12. If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

13. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

14. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustor, or of any pending sale under any other Deed of Trust.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16. For any statement regarding the obligations secured hereby, a charge, which Trustor agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

E. The right to plead any and all statutes of limitations as a defense to any demand secured by this Deed of Trust is hereby waived.

F. The trust created hereby is irrevocable by the Trustor.

G. The term "and/or" as used herein means one or the other or both, or any one or all, of the things or persons in connection with which the words are used.

H. The undersigned Trustor requests that a copy of any Notice of Default and of any notice of sale hereunder be mailed to him at his mailing address hereinbefore set forth.

I. Trustor covenants and agrees that there shall not be a merger of this Deed of Trust with any other deed of trust covering the Property by reason of common ownership of said deeds of trust by the Beneficiary. It is the intent of the Trustor and Beneficiary that this Deed of Trust shall not merge into any other deed of trust notwithstanding common ownership of said deeds of trust by the Beneficiary. It is further agreed and intended by the Trustor and the Beneficiary that the Note secured by this Deed of Trust shall not be deemed to be secured by any other deed of trust notwithstanding language in said other deed of trust which provides that it shall be security for future advances or other loans by the Beneficiary to the Trustor.

SIGNATURE OF TRUSTOR

Don C. Kendrick Sr.
Lucinda S. Kendrick

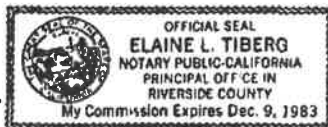
3001 (6/92) (Individual) First American Title Company
201333

STATE OF CALIFORNIA
COUNTY OF Riverside
On September 28, 1983

before me, the undersigned, a Notary Public in and for said State, personally appeared **Don C. Kendrick, Sr. and Lucinda S. Kendrick** *****

personally known to me (or 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.

WITNESS my hand and official seal.
Elaine L. Tiberg
Signature



(This area for official notarial seal)

LEGAL DESCRIPTION

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Parcel 1:

That portion of Lots 44 and 46 in Block "D" of Elsinore, as shown by Map on file in Book 6 page 296 of Maps, San Diego County Records, described as follows:

Beginning at the most Northerly corner of said Lot 46; thence South 54° 15' 04" East, along the Northeasterly line of said Lot 46, a distance of 96.28 feet to the most Northerly corner of Parcel 3, as shown by Record of Survey recorded August 19, 1971 in Book 57 page 71 of Records of Survey, Riverside County Records; thence South 35° 44' 56" West, along the Northwesterly line of said Parcel 3, a distance of 263.00 feet; thence North 54° 15' 04" West, and parallel with the Northeasterly line of said Lot 46, a distance of 141.00 feet to the TRUE POINT OF BEGINNING; thence North 35° 44' 56" East, and parallel with the Northwesterly line of said Parcel 3, a distance of 263.00 feet to the Northeasterly line of said Lot 44; thence North 54° 15' 04" West, along the Northeasterly line of said Lot 44; thence North 54° 15' 04" West, along the Northeasterly line of said Lot 44, a distance of 141.55 feet to the Northeasterly prolongation of the Northwesterly line of the land conveyed to Frank R. Solorio and Mickey M. Solorio, husband and wife, as joint tenants, by Deed recorded October 25, 1972 as Instrument No. 142537; thence South 35° 41' 45" West, along the Northeasterly prolongation of the Northwesterly line of said land conveyed to Frank R. Solorio, et ux, and along the Northwesterly line thereof, 263.00 feet to a point that bears North 54° 15' 04" West, from the TRUE POINT OF BEGINNING; thence South 54° 15' 04" East, and parallel with the Northeasterly line of said Lot 44, a distance of 141.32 feet to THE TRUE POINT OF BEGINNING;

Excepting therefrom the Northeasterly 15 feet thereof as conveyed to the County of Riverside, by Deed recorded September 28, 1972 as Instrument No. 129979.

Parcel 2:

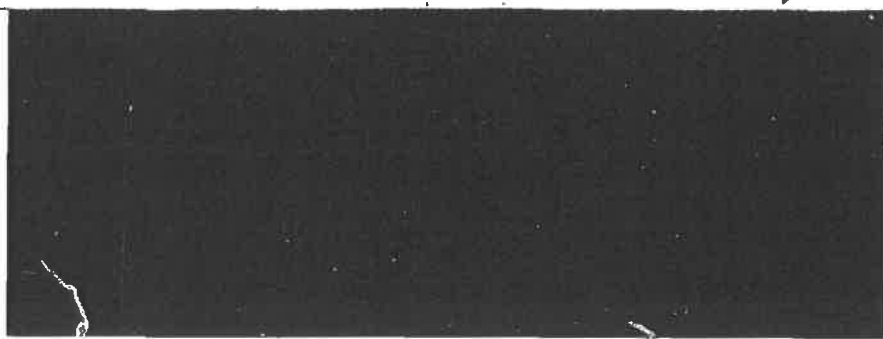
A non-exclusive easement for ingress, egress, road and public utility purposes over and across that portion of Lots 44 and 46 in Block "D" of Elsinore, as shown by Map on file in Book 6 pages 296 of Maps, San Diego Records, described as follows:

Beginning at the most Northerly corner of said Lot 46; thence South 34° 15' 04" East, along the Northeasterly line of said Lot 46, a distance of 96.28 feet, to the most Northerly corner of Parcel 3, as shown by Record of Survey recorded August 19, 1971 in Book 57 page 71 of Records of Survey, Riverside County Records; thence South 35° 44' 56" West, along the Northwesterly line of said Parcel 3, a distance of 15 feet to the Southwesterly line of the land conveyed to the County of Riverside

Exhibit "A"

page 1 or 2

Handwritten initials/signature



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by Deed recorded September 28, 1972 as Instrument No. 129709; thence North 54° 15' 04" West, along the Southwesterly line of said land conveyed to the County of Riverside, 88.00 feet; thence South 80° 44' 56" West, 32.53 feet; thence South 35° 44' 56" West, and parallel with the Northwesterly line of said Parcel 3, a distance of 485.11 feet to the Southwesterly line of Rancho La Laguna, as shown on said record of Survey; thence North 54° 00' 22" West, along the Southwesterly line of said Rancho La Laguna, 60.00 feet; thence North 35° 44' 56" East, and parallel with the Northwesterly line of said Parcel 3, a distance of 484.85 feet; thence North 9° 15' 04" West, 32.53 feet to the Southwesterly line of said land conveyed to the County of Riverside; thence North 54° 15' 04" West, along the Southwesterly line of said land conveyed to the County of Riverside, 88.53 feet to the most Northerly corner of the land conveyed to Frank R. Solorio and Mickey H. Solorio, husband and wife, as joint tenants, by Deed recorded October 25, 1972 as Instrument No. 142537; thence North 35° 41' 45" East, along the Northeasterly prolongation of the Northwesterly line of said land conveyed to Frank R. Solorio, at ux, 15 feet to the Northeasterly line of said Lot 44; thence South 54° 15' 04" East, along the Northeasterly line of said Lot 44, a distance of 186.28 feet to THE POINT OF BEGINNING;

Excepting therefrom the Northeasterly 15 feet thereof as conveyed to the County of Riverside by Deed recorded September 28, 1972 as Instrument No. 129979;

Also excepting therefrom that portion lying within Parcel 1 above described.

Said land is also situated in the unincorporated area of Riverside County.

Exhibit "A"

page 2 of 2

NOTICE OF PUBLIC HEARING

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Land Use Ordinance No. 348, before the **RIVERSIDE COUNTY PLANNING COMMISSION** to consider a proposed project in the vicinity of your property, as described below:

TENTATIVE PARCEL MAP NO. 37946 and CHANGE OF ZONE NO. 2000029 – Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15315 (Minor Land Divisions) – Applicant: 4M Engineering, c/o Matt Liesemeyer – Engineer/Representative: Brian Hess – First Supervisorial District – South Elsinore Area Zoning Area – Elsinore Area Plan – Medium Density Residential (MDR) – Location: 19671 Grand Avenue, Lake Elsinore, CA, 92530 – Northerly of Marvella Lane, westerly of Grand Avenue, and southerly of Skylark Drive – 0.81 Gross Acres – Current Zoning: Rural-Residential (R-R) – Proposed Zoning: One-Family Dwellings (R-1) – **REQUEST:** Tentative Parcel Map No. 37946 is a proposal for a Schedule “F” subdivision of approximately 0.81 gross acres into tow (2) parcels with a minimum lot size of 0.27 acres. No grading or improvements are proposed for this subdivision. Change of Zone No. 2000029 is a proposal to change the subject site’s existing zoning classification from Rural Residential (R-R) to One-Family Dwellings (R-1) to accommodate the size of the parcels that will result from the subdivision, as well as put the land into consistency with the County Initiated General Plan Land Use designation of Medium Density Residential (MDR). APN: 370-200-061.

TIME OF HEARING: 9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING: **JULY 21, 2021**
PLACE OF HEARING: RIVERSIDE COUNTY ADMINISTRATIVE CENTER
BOARD CHAMBERS, 1ST FLOOR
4080 LEMON STREET, RIVERSIDE, CA 92501

Pursuant to Executive Order N-25-20, this meeting will be conducted by teleconference and at the place of hearing, as listed above. Public access to the meeting location will be allowed but limited to comply with the Executive Order. Information on how to participate in the hearing will be available on the Planning Department website at: <https://planning.rctlma.org/>.

For further information regarding this project please contact the Project Planner Kathleen Mitchell (951) 955-6836 or email at kmitchell@rivco.org, or go to the County Planning Department’s Planning Commission agenda web page at <http://planning.rctlma.org/PublicHearings.aspx>.

The Riverside County Planning Department has determined that the above-described application is exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission will consider the proposed application at the public hearing. The case file for the proposed project is available for review via email by contacting the project planner. Please contact the project planner regarding additional viewing methods.

Any person wishing to comment on the proposed project may submit their comments in writing by mail or email, or by phone between the date of this notice and the public hearing; or, you may appear and be heard at the time and place noted above. You may participate remotely by registering with the Planning Department. All comments received prior to the public hearing will be submitted to the Planning Commission for consideration, in addition to any oral testimony, before making a decision on the proposed project. All correspondence received before and during the meeting will be distributed to the Planning Commission and retained for the official record.

If this project is challenged in court, the issues may be limited to those raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT
Attn: Kathleen Mitchell
P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on June 16, 2021,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers CZ2000029 / TPM37946 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

Riverside County GIS Mailing Labels

CZ2000029 / TPM37946 (600 feet buffer)



Legend

-  County Boundary
-  Cities
-  Parcels
-  World Street Map

Notes



0 376 752 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

370201006
CARLOS OLIVA
33025 ARBOLADO AVE
LAKE ELSINORE CA 92530

370202001
GARCIA PAULINA MARTINEZ
33012 ARBOLADO LN
LAKE ELSINORE CA 92530

370202012
KUO ZHANG
33089 OLIVE TREE LN
LAKE ELSINORE CA 92530

370200047
JUANA BONILLA
19010 ROCKMAN ST
LAKE ELSINORE CA 92530

370200064
NICK KEIM
33125 MARVELLA LN
LAKE ELSINORE CA 92530

370201005
NENA HOMAN
3311 E MANDEVILLE PL
ORANGE CA 92867

370201009
MYRON K. PHELPS
33061 ARBOLADO LN
LAKE ELSINORE CA 92530

370202009
LOPEZ JOAQUIN
33027 OLIVE TREE LN
LAKE ELSINORE CA 92530

370202014
SHARON LEE SCOTT
33127 OLIVE TREE LN
LAKE ELSINORE CA 92530

382130045
KEVIN R. BUSCH
34670 ARBOLADO LN
LAKE ELSINORE CA 92530

382130001
TODD ROBERT COSSO
33161 MARVELLA LN
LAKE ELSINORE CA 92530

382130044
KEPLEY JAMES T & NANCY B KEPLEY TRUST
PO BOX 971
SUN CITY CA 92586

382130046
JENS BAK JENSEN
237 MAVERICK DR
SAN DIMAS CA 91773

382130061
JOSE G ZAVALA HERNANDEZ
34201 ARBOLADO LN
LAKE ELSINORE CA 92530

370200056
SAMUEL GARRISON
19651 GRAND AVE
LAKE ELSINORE CA 92530

370201007
ELEUTERIA FERNANDEZ
2234 E DEBORAH LN
ORANGE CA 92669

370202002
JUAN PABLO VELASQUEZ
33024 ARBOLDO LN
LAKE ELSINORE CA 92530

370202006
LINARES SERGIO
19890 SILVERWOOD DR
LAKE ELSINORE CA 92530

370202007
KENNY ROBLES
42044 CORTE INQUIETO
MURRIETA CA 92562

370280025
HEBER R. TRUMAN
19640 GRAND AVE
LAKE ELSINORE CA 92530

370200053
MARIA ALMAZAN
33056 SKYLARK DR
LAKE ELSINORE CA 92530

370202003
ANTONIO RODRIGUEZ
33036 ARBOLADO LN
LAKE ELSINORE CA 92530

370280013
DAN TRAN VO
1512 E 5TH ST
ONTARIO CA 91764

382130062
CHRISTOPHER J. LANKFORD
34185 ARBOLADO LN
LAKE ELSINORE CA 92530

370290014
SOVANN HANG
19760 GRAND AVE
LAKE ELSINORE CA 92530

370290015
JOHN WRIGHT
19770 GRAND AVE
LAKE ELSINORE CA 92530

370200048
NICOLAS GALLEGOS
38263 WILLOW CT
MURRIETA CA 92562

370201003
JOSE GONZALEZ
33050 MARVELLA LN
LAKE ELSINORE CA 92530

370200054
STEVEN KUPSCHE
19665 GRAND AVE
LAKE ELSINORE CA 92530

370200055
FRANCISCO J PARDO RAMIREZ FRANCISCO
5876 CROWN DR
MIRA LOMA CA 91752

370200063
GEORGE M. JACQUES
1120 E 22ND ST
LOS ANGELES CA 90011

370202004
MANUEL MORALES REYES
33048 ARBOLADO LN
LAKE ELSINORE CA 92530

370202005
MARCO A. ADOM
33060 ARBOLADO LN
LAKE ELSINORE CA 92530

370202013
EFRAIN SOLTERO
7025 BENSON ST
HUNTINGTON PARK CA 90255

370280023
JESUS RODRIGUEZ
32888 SKYLARK DR
LAKE ELSINORE CA 92530

370280024
NHUNG T. PHAM
19644 GRAND AVE
LAKE ELSINORE CA 92530

370190018
CARLOS H. RAMIREZ
19615 GRAND AVE
LAKE ELSINORE CA 92530

370200050
REZK FAMILY TRUST DATED 08/11/2020
42058 KARRIE LN
MURRIETA CA 92592

370200057
COLON BEATRICE ESTATE OF
151 ROSCOE ST
LA HABRA CA 90631

370200062
AUDELIA ABARCA MORALES
33089 MARVELLA LN
LAKE ELSINORE CA 92530

370201001
OLIVER MARILYN A
32726 WESLEY ST
WILDOMAR CA 92595

370150042
CHARLES LAWRENCE BRANDT
19590 GRAND AVE
LAKE ELSINORE CA 92530

370200049
STEPHEN JAMES SCHMITT
33144 SKYLARK DR
LAKE ELSINORE CA 92530

382130007
DAVID BERRY
P O BOX 1191
LAKE ELSINORE CA 92531

382130040
DANIELLA MARTIN
33410 SKYLARK DR
LAKE ELSINORE CA 92530

370280027
FIRST ASSEMBLY OF GOD
19740 GRAND AVE
LAKE ELSINORE CA 92530

370200058
SUZANNE L. ROBERTS
19647 GRAND AVE
LAKE ELSINORE CA 92530

370200061
DON C. KENDRICK
19671 GRAND AVE
LAKE ELSINORE CA 92530

370200065
STEVEN D. LEONE
33143 MARVELLA LN
LAKE ELSINORE CA 92530

370201004
THOMAS R. NICKERSON
33104 MARVELLA LN
LAKE ELSINORE CA 92530

370201010
ANTHONY CELESTINO CASTILLO
33083 ARBOLADO LN
LAKE ELSINORE CA 92530

370202008
MARY ANNE DELABIO
19741 GRAND AVE
LAKE ELSINORE CA 92530

370202010
JEFFREY CURTIS WEAVER
33039 OLIVE TREE LN
LAKE ELSINORE CA 92530

370280011
GLORIA PEREZ
19654 GRAND AVE
LAKE ELSINORE CA 92530

370290020
BENJAMIN R. HARRISON
32905 BRECHTEL LN
LAKE ELSINORE CA 92530

370190017
SUSANA MORALES
19595 GRAND AVE
LAKE ELSINORE CA 92530

370201002
MICHAEL SHANE IZANHOUR
33034 MARVELLA LN
LAKE ELSINORE CA 92530

370201008
BRIAN J. CARLIN
7920 GLIDER AVE
LOS ANGELES CA 90045

370201011
JAMES G. VESELY
197 LOCKFORD
IRVINE CA 92602

370202011
ARACELY MEDINA VALLADARES
33061 OLIVE TREE LN
LAKE ELSINORE CA 92530

370280012
ANTONIO GODOY
19660 GRAND AVE
LAKE ELSINORE CA 92530



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
TLMA Director

NOTICE OF EXEMPTION

TO: Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044

FROM: Riverside County Planning Department
4080 Lemon Street, 12th Floor
P. O. Box 1409
Riverside, CA 92502-1409

38686 El Cerrito Road
Palm Desert, CA 92201

County of Riverside County Clerk

Project Title/Case No.: Tentative Parcel Map No. 37946 (TPM37946) & Change of Zone No. 2000029 (CZ2000029)

Project Location: North of Marvella Lane, West of Grande Avenue, and South of Skylark Drive

Project Description: Tentative Parcel Map No. 37946 is a proposal for a Schedule "F" subdivision of approximately 0.81 gross acres into 2 parcels with a minimum lot size of 0.27 acres. No grading or improvements are proposed for this subdivision. Change of Zone No. 2000029 is a proposal to change the subject site's existing zoning classification from Rural Residential (R-R) to One-Family Dwellings (R-1) to accommodate the size of the parcels that will result from the subdivision, as well as put the land into consistency with the County Initiated General Plan Land Use designation of Medium Density Residential (MDR)

Name of Public Agency Approving Project: Riverside County Planning Commission

Project Applicant & Address: 4M Engineering, c/o Matt Liesemeyer – 41635 Enterprise Circle, Ste B, Temecula, CA, 92590

Exempt Status: (Check one)

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption (Article 19, Section 15315 Class 15, Minor Land Divisions)
- Statutory Exemption (_____)
- Other: _____

Reasons why the Project is exempt: In accordance with State CEQA guidelines Section 15061(b)(3), CZ2000026 has been evaluated, with certainty, to have no possibility of a significant impact on the environment. The Project does not propose any new development on the site, nor does it disturb the existing physical environment that has been present on-site. The proposed zone of Light Agriculture (A-1) is highly consistent with the Project site's existing land use designation of Rural Community-Very Low Density Residential (RC-VLDR). An A-1 zone would, therefore, remain in compliance with the standards and vision of the General Plan. Any future development would be subject to all applicable requirements, permits, and approvals by the County, at which point pertinent environmental documentation would need to be provided for further discretionary review under CEQA. Based on these findings, the Project can be supported under Section 15061 as it can be determined with certainty that it will not have a significant effect on the environment. The Project site is currently being utilized for agricultural operations and Change of Zone No. 2000026 merely changes the zone from R-R to A-1, which is more consistent with the existing ongoing agricultural operations. No further environmental review is required at this time.

Kathleen Mitchell
County Contact Person

(951)-955-6836
Phone Number

Project Planner

Signature Title Date

Received for Filing and Posting at OPR: _____

FOR COUNTY CLERK'S USE ONLY