

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENIFEE, CALIFORNIA,
APPROVING REVERSION TO ACREAGE AS PER PARCEL MAP NO. 38627 AND
AUTHORIZING THE DISCHARGE OF A SUBDIVISION LIEN AGREEMENT
ASSOCIATED WITH FORMER TRACT MAP NO. 32101**

WHEREAS, on August 5, 2015, the City Council approved Tract Map No. 32101 (TM32101), a subdivision of residential land into 197 residential lots, located south of Domenigoni Parkway and west of Briggs Road; and

WHEREAS, the City Council previously entered into a Lien Agreement with Diamond Brothers Five Partnership, LP (“Developer”) dated August 5, 2015, and recorded on September 3, 2015, with the County of Riverside Clerk Recorder as Document No. 2015-0396585, to provide securities for the completion of public improvements conditioned for the property and associated with TM32101; and

WHEREAS, on December 14, 2022, the City received an application from the property owner, Diamond Brothers Five Partnership, LP, requesting reversion to acreage of TM32101 via acceptance of Parcel Map No. 36827 (PM36827); and

WHEREAS, the City has reviewed Developer’s request for reversion as shown on PM36827 and determined that no improvements have been constructed on the property; and

WHEREAS, a Notice of Public Hearing was published in the Press Enterprise, a locally distributed daily newspaper, on September 24, 2023, and said notice was mailed via United States Postal service to all property owners within 300 feet of the subject property owners 10 days prior to the public hearing in accordance with California Government Code §65091; and

WHEREAS, on October 4, 2023, a public hearing was held where all persons interested in or objecting to the proposed reversion to acreage appeared before the City Council of the City of Menifee, California and offered evidence in relation to Parcel Map No. 38627 reverting to acreage residential property located south of Domenigoni Parkway and west of Briggs Road.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menifee, California:

Section 1. The City Council, in reverting to acreage that residential property located south of Domenigoni Parkway and east of Briggs Road as specified in Parcel Map No. 38627, elects to proceed in accordance with the provision of the provisions of California Government Code (Subdivision Map Act) §§66499.11 *et seq.* and the City of Menifee Municipal Code §7.60 “Reversion to Acreage”.

Section 2. The City Council of the City of Menifee does hereby revert to acreage the residential property previously subdivided via Tract Map No. 32101, located south of Domenigoni Parkway and west of Briggs Road, and as depicted in Parcel Map No. 38627 attached hereto and incorporated as Exhibit “A”.

Section 3. The City Council does hereby discharge the existing Lien Agreement dated August 5, 2015, and recorded on September 3, 2015, with the County of Riverside Clerk Recorder as Document No. 2015-0396585, attached hereto and incorporated as Exhibit “B”.

Section 4. Nothing in this Resolution shall in any way affect or disturb any other existing easements for public utility purposes belonging to either the City of Menifee or public entity that existed prior to this reversion to acreage proceeding. Reservations of any easements are made in accordance with the provisions or Division 9, Part 3, Chapter 5, Article 1, of the Streets and Highways Code of the State of California.

Section 5. The City Council finds this Resolution is not subject to the California Environmental Quality

Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 7. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED AND ADOPTED this 4th day of October 2023.

Bill Zimmerman, Mayor

Attest:

Sarah Manwaring, City Clerk

Approved as to form:

Jeffrey T. Melching, City Attorney

LOT SUMMARY:

NUMBERED PARCELS: 1
 LETTERED LOTS: 0
 GROSS AREA: 63.83 AC.
 NET AREA: 63.83 AC.

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 3 SHEETS

PARCEL MAP NO. 38627

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 197, INCLUSIVE, A PORTION OF LETTERED LOT "A", AND ALL OF LETTERED LOTS "B" THROUGH "M",
 INCLUSIVE, OF TRACT NO. 32101, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 448, PAGES 42 THROUGH
 48, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, S.B.M.

K & A ENGINEERING, INC. - 357 N. SHERIDAN STREET, SUITE 117 - CORONA, CA 92878
 DECEMBER, 2022

THIS PARCEL MAP IS FOR REVERSION TO ACREAGE PURPOSES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____.
 AT _____ M. IN BOOK _____ OF PARCEL MAPS,
 AT PAGES _____, AT THE REQUEST OF
 CITY CLERK OF THE CITY OF MENIFEE.
 NO. _____
 FEE _____
 PETER ALDANA
 ASSESSOR - COUNTY CLERK - RECORDER
 BY: _____, DEPUTY
 SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY
 ORDER NO. NHSC-4920564

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE REVERSION TO ACREAGE SHOWN
 HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND;
 THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS REVERSION TO ACREAGE MAP AS SHOWN WITHIN THE
 DISTINCTIVE BORDER LINE.

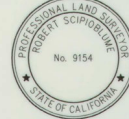
DIAMOND BROTHERS FIVE PARTNERSHIP, LP, A CALIFORNIA LIMITED PARTNERSHIP.

BY: [Signature]
 PRINT NAME: GEORGE CHIAO-TUNG CHANG
 TITLE: GENERAL PARTNER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE
 WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF DIAMOND
 BROTHERS FIVE PARTNERSHIP, LP, A CALIFORNIA LIMITED PARTNERSHIP, ON DECEMBER 6, 2022. I HEREBY STATE THAT
 THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

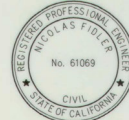
DATE: 7/31, 2023
[Signature]
 ROBERT SCIPIONE, P.L.S. NO. 9154



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THAT IT COMPLIES WITH
 THE CITY OF MENIFEE MUNICIPAL CODES.

DATE: _____, 20____
 BY: _____
 NICOLAS FIDLER, R.C.E. NO. 61069
 CITY ENGINEER, CITY OF MENIFEE



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
 DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF California
 COUNTY OF Riverside

ON July 31, 2023, BEFORE ME, Linda Mareluffo, A NOTARY PUBLIC,
 PERSONALLY APPEARED George Chiao-Tung Chang WHO PROVED TO ME ON THE BASIS OF
 SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)/IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND
 ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH
 THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND.

SIGNATURE [Signature]
 PRINT NAME: Linda Mareluffo

MY PRINCIPAL PLACE OF BUSINESS IS IN
Riverside COUNTY
 MY COMMISSION EXPIRES: 11/21/2024
 MY COMMISSION NUMBER: 24149848

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE
 THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THAT I AM SATISFIED THIS MAP IS
 TECHNICALLY CORRECT.

DATE: _____, 20____
 BY: _____
 STEVEN E. STRAPAC, L.S. NO. 8566
 CITY SURVEYOR, CITY OF MENIFEE



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF
 EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED:

SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, OWNER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL
 PURPOSES, RECORDED AUGUST 12, 1949 IN BOOK 1101, PAGE 245 OF OFFICIAL RECORDS. AMENDED IN FAVOR OF
 SOUTHERN CALIFORNIA GAS COMPANY, RECORDED AUGUST 12, 1987, AS INSTRUMENT NO. 233675 OF OFFICIAL RECORDS.

SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, OWNER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL
 PURPOSES, RECORDED OCTOBER 2, 1958 IN BOOK 2344, PAGE 353 OF OFFICIAL RECORDS. AMENDED IN FAVOR OF
 SOUTHERN CALIFORNIA GAS COMPANY, RECORDED AUGUST 12, 1987, AS INSTRUMENT NO. 233675 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, OWNER OF AN EASEMENT FOR ELECTRIC LINES, TELEPHONE LINES, CABLES AND
 INCIDENTAL PURPOSES, RECORDED FEBRUARY 2, 1968, AS INSTRUMENT NO. 10279 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, OWNER OF AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR
 UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 30, 1996, AS INSTRUMENT NO. 86-240453
 OF OFFICIAL RECORDS.

MENIFEE CITY CLERK CERTIFICATE

THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THIS
 REVERSION TO ACREAGE MAP OF PARCEL MAP NO. 38627.

DATE: _____, 20____
 STEPHANIE ROSEN
 ACTING CITY CLERK, CITY OF MENIFEE,
 RIVERSIDE COUNTY, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST
 THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL
 ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT
 NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$_____.

DATE: _____, 20____

MATTHEW JENNINGS,
 COUNTY TAX COLLECTOR

BY: _____ DEPUTY

SHEET INDEX:

- NO. DESCRIPTION
 1 TITLE SHEET
 2 BOUNDARY SHEET
 3 MONUMENT NOTES
 4 SURVEYOR'S NOTES
 5 EASEMENT NOTES
 6 EASEMENTS
 7 BASIS OF BEARINGS
 8 GPS CONTROL TIES
 9 VICINITY MAP

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 3 SHEETS

PARCEL MAP NO. 38627

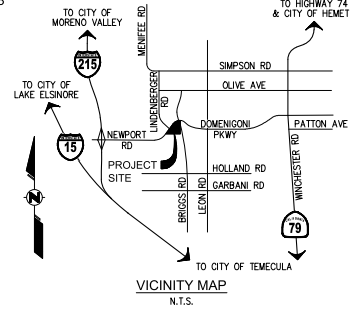
BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 197, INCLUSIVE, A PORTION OF LETTERED LOT "A", AND ALL OF LETTERED LOTS "B" THROUGH "M", INCLUSIVE, OF TRACT NO. 32101, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 446, PAGES 42 THROUGH 49, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA - LOCATED IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, S.B.M.
 K & A ENGINEERING, INC. - 357 N. SHERIDAN STREET, SUITE 117 - CORONA, CA 92878
 DECEMBER, 2022

THIS PARCEL MAP IS FOR REVERSION TO ACREAGE PURPOSES

BOUNDARY SHEET

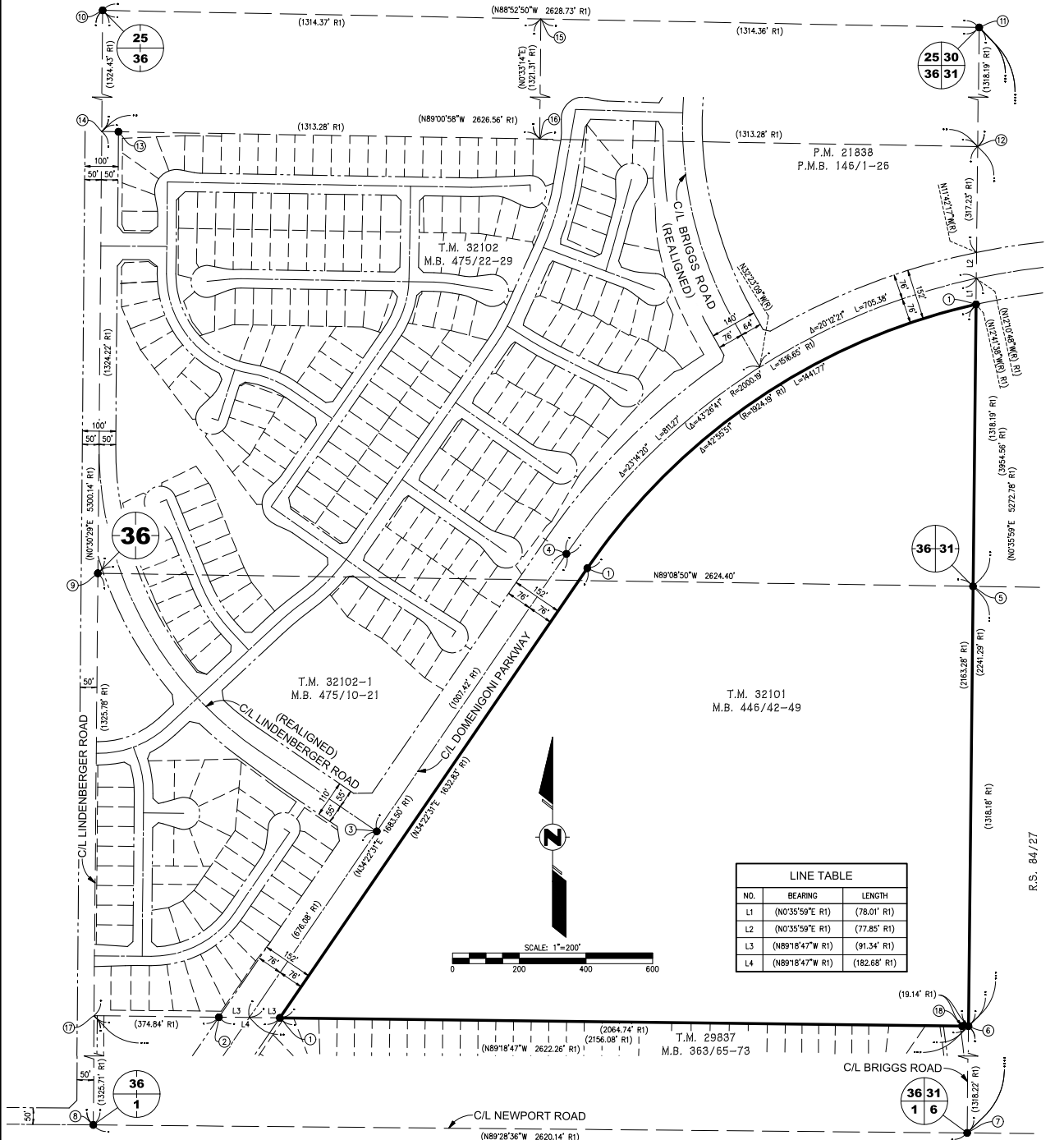
MONUMENT NOTES PER M.B. 446/42-49:

- ① SET 1" I.P., W/TAG "L.S. 5529", FLUSH, PER M.B. 446/42-49.
- ② FOUND 1 1/2" I.P., W/NAIL AND TACK, TAGGED "CO. SURVEYOR", DN. 0.5' IN DIRT, ACCEPTED AS NORTH 1/4 CORNER OF SECTION 36 PER PARCEL MAP 21838 P.M.B. 146/1-26.
- ③ FOUND 1 1/4" BRASS DISC, FLUSH, STAMPED "RIV CO TRANS, 103+75.00, NP C/L INT, 10+00 LIND", PER RIV. CO. R/W MAP 929-00. ACCEPTED AS C/L INT. DOMENIGONI & REALIGNED LINDENBERGER.
- ④ FOUND 1" I.P., "RIV. CO. TRANS.", DN. 0.30', PER RIV. CO. R/W MAP 929-00.
- ⑤ FOUND 1" I.P., W/WOOD PLUG W/NAIL, IN LIEU OF 1 1/2" I.P., "RIV. CO. SURV.", PER P.M.B. 146/1-26. ACCEPTED AS QUARTER CORNER OF SECTION 36. SET TAG "L.S. 5529".
- ⑥ FOUND 1" I.P., "R.C.E. 14232", FLUSH, PER P.M.B. 146/1-26.
- ⑦ FOUND 1" I.P., W/NAIL AND TAG ILLEG., DN. 1.2', IN LIEU OF 1" I.P., W/TAG "L.S. 4230", PER P.M.B. 146/1-26. ACCEPTED AS S.E. CORNER OF SECTION 36. SET TAG "L.S. 5529".
- ⑧ FOUND 1" I.P., W/SQUARE HEAD, DN. 1.2', IN LIEU OF 1" I.P., W/TAG "RIV. CO. SURV.", PER P.M.B. 146/1-26. ACCEPTED AS QUARTER CORNER OF SECTION 36. SET TAG "L.S. 5529".
- ⑨ FOUND 1" I.P., W/PLASTIC PLUG "RIV. CO. TRANS" W/X-TIES, FLUSH, PER T.B. 106/71 AND RIV. CO. R/W MAP 929-00. ACCEPTED AS CENTER QUARTER CORNER OF SECTION 36.
- ⑩ FOUND 1 1/4" I.P., "RIV. CO. SURV.", DN. 0.8', IN LIEU OF 1" I.P., W/TAG "R/C&WCD", PER P.M.B. 146/1-26, P.M.B. 136/3-4, AND R.S. 70/26-33. ACCEPTED AS QUARTER CORNER OF SECTION 36.
- ⑪ FOUND 3/4" I.P., W/PLASTIC PLUG "R/C&WCD", DN. 0.6', PER R.S. 70/26-33 AND P.M.B. 146/1-26. ACCEPTED AS N.E. CORNER OF SECTION 36.
- ⑫ SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- ⑬ FOUND 1" I.P., W/PLASTIC PLUG "R.C.E. 14232, DN. 0.2', PER P.M.B. 146/1-26. S89°01'09"E 0.22'. HELD FOR EAST-WEST LINE.
- ⑭ SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- ⑮ SEARCHED, NOTHING FOUND. ESTABLISHED BY PRORATION.
- ⑯ SEARCHED, NOTHING FOUND. HELD RECORD DISTANCE PER L.L.A. 4874, RECORDED JULY 24, 2005 AS INST. NO. 2005-0501831, OR.
- ⑰ TO BE SET PER TRACT MAP 32102-1, M.B. 475/10-21.
- ⑱ FOUND 1" I.P., W/PLASTIC PLUG ILLEG., DN. 0.3', IN LIEU OF 1" I.P., W/TAG "R.C.E. 14232", PER PM 146/1-26. SET TAG "L.S. 5529".



SURVEYOR'S NOTES:

- (R1) INDICATES RECORD DATA PER TRACT MAP NO. 32101, M.B. 446/42-49.
 (X) INDICATES MONUMENT NUMBER AS DESCRIBED IN MONUMENT NOTES.
 ● INDICATES MONUMENT AS NOTED.
 TOTAL AREA = 63.83 ACRES GROSS
 BASIS OF BEARINGS PER TRACT MAP NO. 32101, M.B. 446/42-49. (SEE SHEET 3)



SEE SHEET 2 FOR BOUNDARY,
SURVEYOR'S NOTES, MONUMENT
NOTES, AND EASEMENT NOTES.

SHEET 3 OF 3 SHEETS

PARCEL MAP NO. 38627

BEING A REVERSION TO ACREEGE OF LOTS 1 THROUGH 197, INCLUSIVE, A PORTION OF LETTERED LOT "B" THROUGH "M", INCLUSIVE, OF TRACT NO. 32101, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 446, PAGES 42 THROUGH 49, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. . LOCATED IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, S.B.M.

K & A ENGINEERING, INC. - 357 N. SHERIDAN STREET, SUITE 117 - CORONA, CA 92678
DECEMBER, 2022

THIS PARCEL MAP IS FOR REVERSION TO ACREAGE PURPOSES

INDICATES AN EXISTING EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, RECORDED AUGUST 12, 1987, IN BOOK 11011, PAGE 245 OF OFFICIAL RECORDS. AMENDED INSTRUMENT 1959 IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY, RECORDED AUGUST 12, 1987, AS INSTRUMENT NO. 233675 OF OFFICIAL RECORDS.

INDICATES AN EXISTING EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, RECORDED AUGUST 12, 1987, IN BOOK 11011, PAGE 245 OF OFFICIAL RECORDS. AMENDED INSTRUMENT 1959 IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY, RECORDED AUGUST 12, 1987, AS INSTRUMENT NO. 233675 OF OFFICIAL RECORDS.

INDICATES AN EXISTING EASEMENT FOR ELECTRIC LINES, TELEPHONE LINES, CABLES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED FEBRUARY 2, 1968, AS INSTRUMENT NO. 10279 OF OFFICIAL RECORDS.

INDICATES AN EXISTING EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNBUNDLED FIBER OPTIC CABLES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 30, 1896, AS INSTRUMENT NO. 86-240453 OF OFFICIAL RECORDS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "P474", "ONPP", AND "PPBP". NAD83 (NGRS 2070) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE UNLESS SPECIALLY NOTED, BEING RECORDED AS BEING TRUE. GRID DISTANCES ARE SHOWN AS BEING TRUE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999911223. CALCULATIONS ARE MADE AT POINT NO. "11", NORTHEAST CORNER OF SECTION 36 WITH COORDINATES OF: N:2200626.435 (GRID), E:6292034.860 (GRID), USING AN ELEVATION OF 1441.62

P.M. 21838
P.M.B. 146/1-26

LINE TABLE		
NO.	BEARING	LENGTH
L1	(N89°18'47"W R1)	(91.34' R1)
L2	(N0°35'59"E R1)	(78.01' R1)

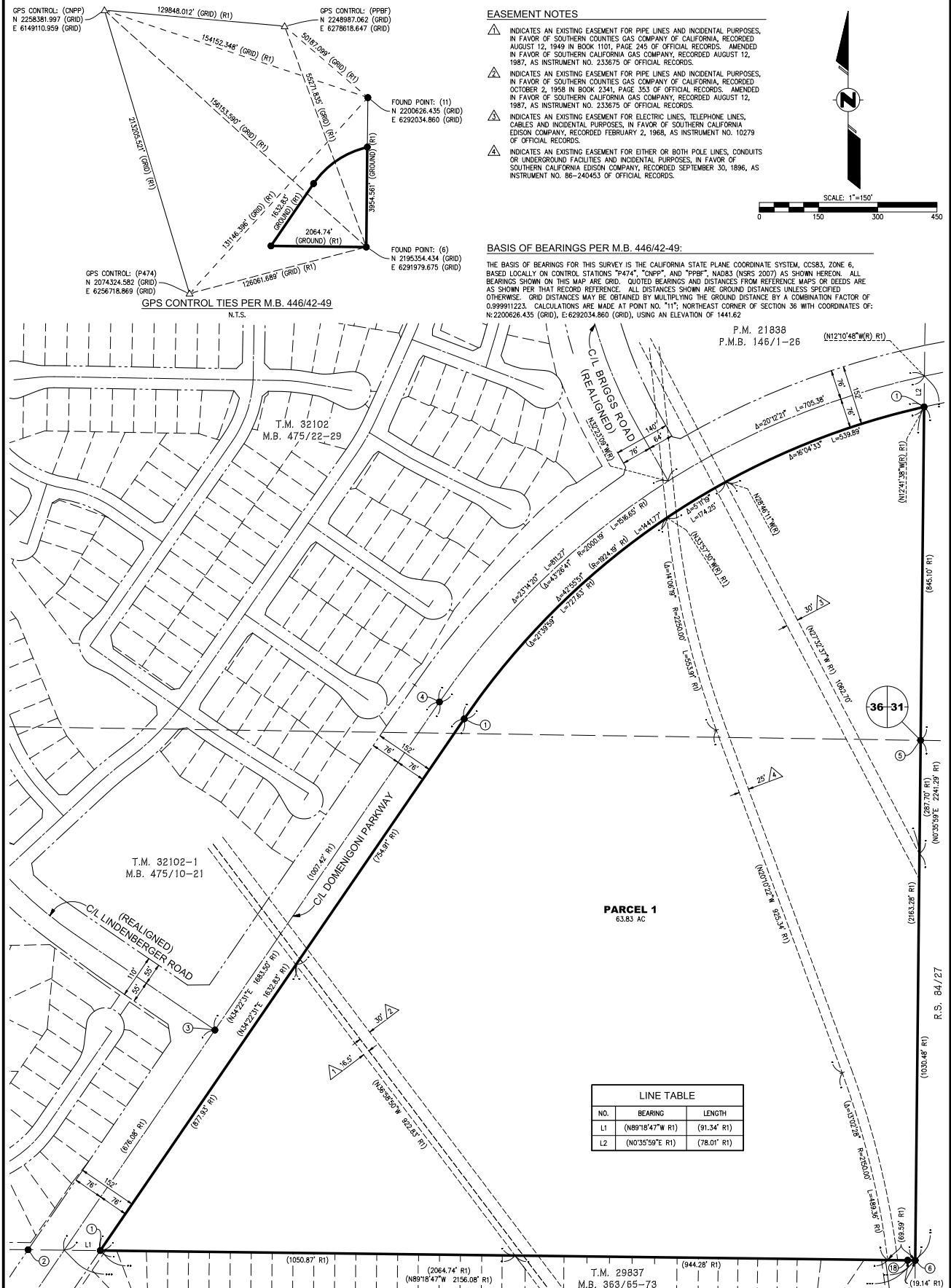


EXHIBIT "B"**NO FEE DOCUMENT**

Government Code §6103

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:****CITY OF MENIFEE**

29714 Haun Road

Menifee, California

Attention: City Clerk

2015-0396585

09/03/2015 02:45 PM Fee: \$ 0.00

Page 1 of 13

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

					R	A	Exam: 1075		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
13	1								
SIZE	NCOR	SMF	NCHG			NCHG CC			

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is made and entered into this 5th day of August, 2015, by and between the CITY OF MENIFEE, a California municipal corporation ("City") and DIAMOND BROTHERS FIVE PARTNERSHIP, LP, a California limited partnership ("Owner").

RECITALS

A. Owner has submitted to the City for its approval, Tract No. 32101, a proposed development comprised of one hundred ninety-seven (197) single family residential homes, one (1) public park, and five (5) open space lots, located in the City of Menifee, County of Riverside, State of California (the "Project").

B. In connection with the Project, Owner has applied to City for approval of a Final Map pursuant to Government Code Section 66434 ("the Subdivision Code") for Final Parcel Map 32101 ("Final Map") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

C. The conditions of approval for the Tentative Tract Map for the Property require Owner to construct certain improvements that, upon completion, will be accepted by the City as public improvements ("Public Improvements"). A list of the Public Improvements and an estimate of the costs for the Public Improvements approved by the City Engineer is attached as Exhibit "B" and incorporated herein by this reference.

D. Since Owner will not complete the Public Improvements prior to the approval by City of the Final Map, Owner is required to enter into an agreement with City for the completion of the Public Improvements and the provision of improvement security ("Subdivision Improvement Agreement").

E. California Government Code Section 66499 authorizes the City and Owner to enter into this Lien Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement.

F. City has found and determined that it would not be in the public interest to require the installation of the Public Improvements sooner than two years after recordation of the Final Map.

G. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

OPERATIVE PROVISIONS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledged, the Parties hereto agree as follows:

I. Owner Performance and Obligations

A. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property as security for the following obligations of Owner (collectively, the "Obligations"):

- (1) Construction of the Public Improvements specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of the construction of the Public Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and
- (2) Payment of the balance of the fees or provision of the improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with the Subdivision Code, as determined appropriate by the Director of Public Works.

This Lien secures the Obligations and the remedies provided herein for breach of the Obligations.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) commence work other than grading on any portion of the Public Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City or (2) sell or permit the sale of any lot shown on the Final Map. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or not less than 50 lots designated on the Final Map per transaction may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides such alternative security, as may be required by the City of Menifee and executes a new Subdivision Improvement Agreement with the City.

C. Prior to commencing the installation and/or construction of any portion of the Public Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement. Grading of the Property shall not be considered construction of the Public Improvements for the purposes of this Lien Agreement and Owner is not required to substitute other forms of security in place of this Lien Agreement prior to commencing grading.

E. Owner shall provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Public Improvements at the time of substitution, as ascertained by City.

F. Owner shall substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time for one year each. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend, with counsel selected by City, at Owner's own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner, (2) deposit by Owner of fees for inspections, tests and other specific purposes and (3) Owner's payment or other performance of the obligations encompassed by the Subdivision Improvement Agreement, performance of which are secured by this Lien Agreement, City shall release the Property from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements.

III. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced.

IV. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the City agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property, or a portion thereof, encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the City. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Public Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the City, except that Owner's obligation to commence the Public Improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the City is not obligated to accept offers of dedication for street or drainage purposes on the property.

V. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within (60) days.

B. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within 60 days.

C. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph IV (B).

D. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

E. Breach by Owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified in Section VI below.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

VI. City's Remedies

Upon the occurrence of any of the events described in Section V, above, City may declare a breach of this Lien Agreement by if Owner does not cure such violation within 90 days after Owner's receipt of written notice from the City (or, if not curable within 90 days, within such period of time as is reasonably necessary, but in no event more than 180 days, provided Developer diligently commences and pursues such cure and indemnifies the City for all related costs, of whatever kind) and City may exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Public Improvements, and all fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the Property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

VII. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Menifee.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject manner contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

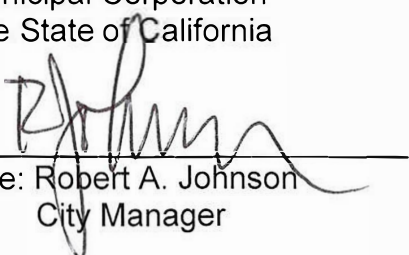
F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.


H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF MENIFEE,
a Municipal Corporation
of the State of California

By: 
Name: Robert A. Johnson
Its: City Manager

DIAMOND BROTHERS FIVE PARTNERSHIP, LP
a California limited partnership

By: 
Name: George Chiao-Tung Chang
Its: General Partner

ATTEST:


City Clerk

APPROVED AS TO FORM:

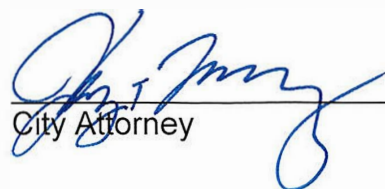

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

**LEGAL DESCRIPTION
FOR
TRACT NO. 32101
ANNEXATION
IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

THAT PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

THENCE NORTH 00°35'59" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 845.10 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF DOMENIGONI PARKWAY (152.00 FEET IN FULL WIDTH), AS SET FORTH AS PARCEL 0785-002B IN THAT CERTAIN GRANT DEED TO COUNTY OF RIVERSIDE RECORDED APRIL 15, 2004 AS INSTRUMENT NO. 2004-0274331, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1924.19 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 12°41'38" WEST;

THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°56'19", AN ARC DISTANCE OF 602.44 FEET;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 5°50'08" WEST, A DISTANCE OF 83.38 FEET TO A POINT ON THE CENTERLINE OF SAID DOMENIGONI PARKWAY, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.19 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 29°37'50" WEST;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°10'15", AN ARC DISTANCE OF 110.70 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 5°50'08" EAST, A DISTANCE OF 76.59 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2250.00 FEET;

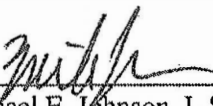
THENCE SOUTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°13'55", AN ARC DISTANCE OF 9.11 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF DOMENIGONI PARKWAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1924.19 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 33°57'30" WEST;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $21^{\circ}39'59''$, AN ARC DISTANCE OF 727.63 FEET;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH $34^{\circ}22'31''$ WEST, A DISTANCE OF 1632.83 FEET TO AN ANGLE POINT ON THE BOUNDARY LINE OF SAID PARCEL 0785-002B;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH $89^{\circ}18'47''$ EAST, A DISTANCE OF 2064.74 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE NORTH $0^{\circ}35'59''$ EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 1318.18 FEET TO THE POINT OF BEGINNING.


Michael E. Johnson, L.S. 7673

4/30/15
Date



Prepared By: LPB
Checked By: mg

EXHIBIT "B"

PUBLIC IMPROVEMENTS & COSTS

Storm Drain	549,329.00
Grading/Drainage	406,808.16
Erosion Control	510,513.60
WQMP	169,920.00
Street/Drainage	6,389,964.43
Flood Control	807,477.60
Domestic Water	760,399.20
Reclaimed Water	57,168.00
Sewer	1,160,436.96
Survey Monumentation	200,160.00
<hr/>	
Total	11,012,176.95

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On July 22, 2015 before me, Nya Lam, Notary
Date Here Insert Name and Title of the Officer

personally appeared George Chiao-TUNG CHANG
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

On August 6, 2015 before me, Jennifer Allen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert A. Johnson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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