

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

803



FROM: EXECUTIVE OFFICE

SUBMITTAL DATE:
June 3, 2004

SUBJECT: Authorization to Approve Ordinance No 659.6 Fee Credit Agreement

RECOMMENDED MOTION: That the Board of Supervisors approve the Ordinance 659.6 Fee Credit Agreement between the County of Riverside and Starfield Sycamore Investors, L.L.C., and authorize the Chairman of the Board of Supervisors to execute the Fee Credit Agreement and the certificate of acceptance on the related grant deed.

BACKGROUND: Starfield Sycamore Investors, L.L.C., in concurrence with Supervisor Buster's office, the Fire Department, and Facilities Management, has agreed to convey land noted in Exhibit A for site usage of the Temescal Canyon Fire Station.

Departmental Concurrence

Staff recommends that the county provide a fee credit to Starfield Sycamore Investors, L.L.C., pursuant to the provisions of Ordinance 659.6 because the acquisition of the subject property located along Campbell Ranch Road will be the site used for construction of the Temescal Canyon Fire Station, which is a named facility on the Public Facilities Needs List. The fee credit is strictly for Tentative Tract Nos. 29320 for a total of 540 lots and 29335 for a total of 411 lots. The total fee credit shall be \$411,304 and each individual lot shall receive a total fee credit not to exceed \$432 per residential unit. Staff recommends the approval of this fee credit agreement for \$411,304 plus escrow fees. County Counsel has approved this agreement as to form.

Lisa Brandl

LISA BRANDL
Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$ escrow fees	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	03-04

SOURCE OF FUNDS: Western Riverside County Fire Facilities Fund No. 30505	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

County Executive Office Signature *Tony Alton*

- Policy
- Consent
- Policy
- Consent
- Dept't Recomm.:
- Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:**

3.57

1 successors and assigns, subject to the terms and conditions outlined in this Agreement.
2 Developer shall be obligated to convey fee title to the property described in Exhibit A in the
3 form of a Grant Deed, free and clear of all liens, encumbrances, easements, leases (recorded or
4 unrecorded), and taxes, except those encumbrances and easements which in the sole discretion
5 of County are acceptable and which Developer, agrees to remove. In the event Developer and
6 County cannot agree upon the condition of title to be transferred, this Agreement shall be
7 deemed void and of no further force or effect.

8 4. Recordation of Agreement. This agreement shall be recorded in the office of
9 the Riverside County Recorder's Office to County.

10 5. Consistency with Ordinance No. 659.6. This fee credit is consistent with and
11 meets the requirements for fee credits outlined in Ordinance No. 659.6 and Riverside County
12 Resolution Number 2002-095.

13 6. Miscellaneous Provisions.

14 A. This Agreement shall expire and be deemed rescinded and of no further
15 force or effect, and no credits shall be given upon the expiration of Tentative Tract Nos. 29320
16 or 29335, or if any revision to said Tentative Tract Maps is submitted and approved which
17 affects the number of lots for either tract as described in this Agreement.

18 B. Prior to close of escrow, Developer shall cause to be prepared, a plat and
19 legal description in recordable condition, for the property described in Exhibit A for County's
20 review and approval.

21 C. Developer shall remove from title any special assessment lien recorded on
22 the property as a condition of escrow. All other taxes and assessments, due as of the date of the
23 conveyance of Exhibit A by Developer to County, shall be paid by Developer up to the date of
24 such conveyance. Thereafter, the property described in Exhibit A is exempt from such taxes
25 and assessments during the term of County's ownership.

26 7. Paragraph Headings. The Paragraph headings herein are for the convenience
27 of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
28 scope, meaning or intent of the provisions or language of this Agreement.

1 8. Amendment. This Agreement shall not be changed, modified, or amended
2 except upon the written consent of the parties hereto.

3 9. Authority to Execute Agreement. The Developer warrants that its authorized
4 officer has the authority vested in him or her to execute this Agreement.

5 10. Entire Agreement. This Agreement is intended by the parties hereto as a
6 final expression of their understanding with respect to the subject matter hereof and as a
7 complete and exclusive statement of the terms and conditions thereof and supersedes any and all
8 prior and contemporaneous leases, agreements and understandings, oral or written, in
9 connection therewith. No provision contained herein shall be construed against the County
10 solely because it prepared this agreement in its executed form. This Agreement shall not be
11 changed, modified, or amended except upon written consent of the parties hereto.

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IN WITNESS WHEREOF, County and Developer have entered into this Agreement on the last date indicated below.

STARFIELD SYCAMORE INVESTORS, L.L.C.
A Delaware Limited Liability
Company

Dated: _____

By: _____
Authorized Officer

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman
Board of Supervisors

ATTEST:
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: Karin Watts Bay
Deputy



April 21, 2004

W.O. 1236-001

EXHIBIT "A"
FIRE STATION SITE
Starfield Sycamore Investors, LLC

That portion of the Northeast one-quarter of Section 12, Township 5 South, Range 6 West, S.B.M., being a portion of Parcel "P" of Lot Line Adjustment No. 4416 recorded December 20, 2001 as inst. no. 632915, Official Records of Riverside County, California, described as follows:

Beginning at the most Northerly corner of said Parcel "P", said corner being on the Southwesterly line of Interstate 15 as shown on CAL-TRANS Monumentation Map No. 427091 on file in the office of the Riverside County Surveyor in Book 204, Page 984, also as shown by Record of Survey on file in Book 85 at Pages 45 through 47 thereof, Records of Riverside County, California;

Thence S.42°17'40"E. along the Northeasterly line of said Parcel "P", also being the Southwesterly line of said Interstate 15, a distance of 76.75 feet;

Thence S.30°36'35"E. continuing along said line, a distance of 76.31 feet;

Thence S.62°32'18"W., a distance of 329.75 feet to the Northeasterly line of Campbell Ranch Road as described in Easement to the County of Riverside recorded August 31, 2001 as inst. no. 421882, Official Records of Riverside County, California;

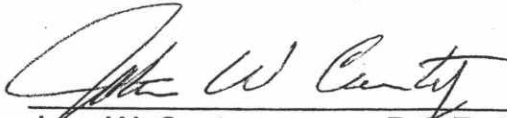
Thence N.27°27'42"W. along said line, a distance of 172.31 feet to the Northwesterly line of said Parcel "P";

Thence N.66°38'17"E. along said line, a distance of 306.70 feet to the point of beginning.

The above described parcel of land contains 1.19 acres, more or less.

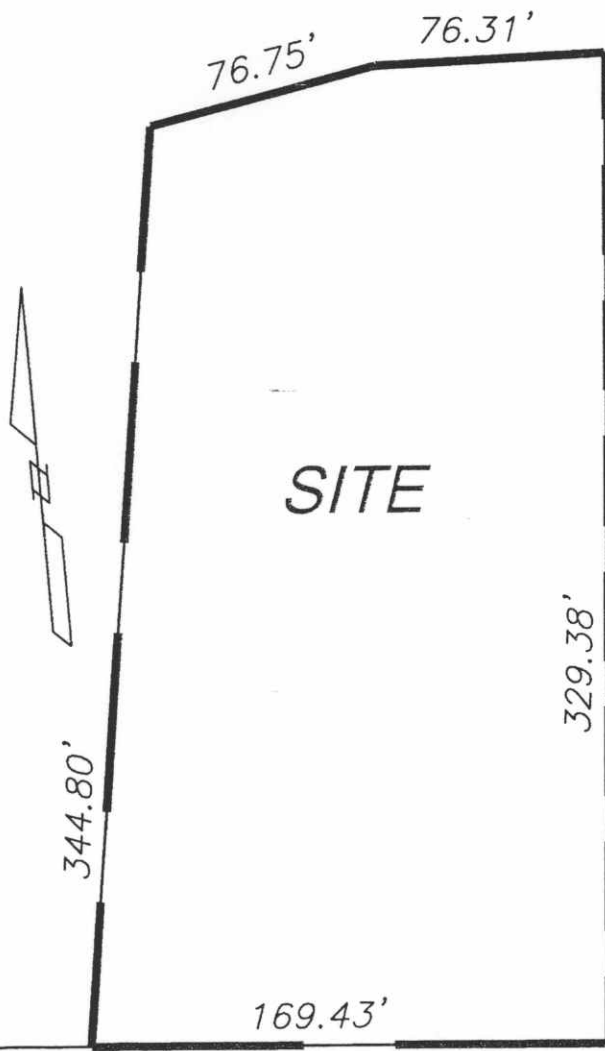
CANTY ENGINEERING GROUP, INC.

Prepared under the supervision of:


John W. Canty R.C.E. 17550

April 22, 2004
Date





74

CAMPBELL RANCH RD

CEG CANTY ENGINEERING GROUP, INC.
 CIVIL ENGINEERING - PLANNING - SURVEYING

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SCALE: 60 DATE: 5/2004 FOR: FIELDSTONE W.O. 1236-001