

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

702A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
August 5, 2014

**SUBJECT:** Partial Assignment and Assumption of Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement by and between Brookfield 30069 LLC, Standard Pacific Corporation and the County of Riverside for Washington Street Improvements Associated with Tract No. 30069-1. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the subject agreement by and between Brookfield 30069 LLC, Standard Pacific Corporation and the County of Riverside; and
2. Authorized the Chairman of the Board of Supervisors to execute the same.

Patricia Romo  
Assistant Director of Transportation  
for Juan C. Perez  
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A  
Budget Adjustment: No  
For Fiscal Year: N/A

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Tina Grande  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: October 7, 2014  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 09/18/07, Item 3-66;  
04/01/14, Item 3-13  
District: 3/3  
Agenda Number:

**3-29**

FORM APPROVED COUNTY COUNSEL  
DATE 9/22/14  
BY GREGORY P. PRIAMOS

Departmental Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Partial Assignment and Assumption of Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement by and between Brookfield 30069 LLC, Standard Pacific Corporation and the County of Riverside for Washington Street Improvements Associated with Tract No. 30069-1. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$0]**  
**DATE:** August 5, 2014  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

On September 18, 2007, Brookfield W633 LLC and the County of Riverside (County) entered into a Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit Agreement for Washington Street improvements, which included TUMF credits for Tract No. 30069-1 (Assigned Property). The Credit Agreement provided a means by which eligible developer costs associated with the delivery of the Washington Street improvements could be offset against the developer's obligation to pay applicable TUMF. These improvements were required by conditions of approval of the Assigned Property.

The Assigned Property was purchased by MS451, Inc. from Brookfield W633 LLC then sold to Brookfield 30069 LLC. Subsequently, Standard Pacific Corporation acquired the Assigned Property from Brookfield 30069 LLC. Brookfield 30069 LLC desires to assign to Standard Pacific Corporation the TUMF credits, interests and obligation associated with the Assigned Property in accordance with the TUMF Improvement and Credit Agreement. The assigned TUMF credits shall be in the amount equal to the developer's obligation up to a maximum of \$8,873 per each single-family unit within the Assigned Property.

The Notice of Completion (NOC) for the project was issued on October 20, 2008.

WO No.: TR 30069-1

**Impact on Residents and Businesses**

N/A

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**PARTIAL ASSIGNMENT AND ASSUMPTION  
OF IMPROVEMENT CREDIT/REIMBURSEMENT AGREEMENT**

This Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement (this "Assignment") is made as of October 7, 2014 by and between Brookfield 30069 LLC., a Delaware Limited Liability Company ("Assignor"), Standard Pacific Corporation, a Delaware corporation ("Assignee") and the County of Riverside ("County").

**RECITALS**

A. Assignor is a "Developer" under that certain agreement titled "Partial Assignment and Assumption of Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement" dated as of April 1, 2014 (Contract No. 14-03-001) (the "Partial Assignment Agreement") relating to "Improvement and Credit/Reimbursement Agreement, Transportation Uniform Mitigation Fee Program" dated as of September 18, 2007 (Contract No. 07-07-004) (the "TUMF Agreement") with respect to that certain real property described in Exhibit A attached hereto (the "Assigned Property"), which comprises a portion of the Project. The Assigned Property contains 172 single-family residential units in Tract 30069-1. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement.

B. Assignor and Assignee are parties to that certain Builder Agreement and Escrow Instruction dated June 22, 2013 (the "Contract") respecting the sale of the Assigned Property.

C. Assignor desires to assign to Assignee all of Assignor's rights to Credit against the TUMF Obligation under the TUMF Agreement relating to the Assigned Property, and Assignee desires to assume all of Assignor's obligations thereunder relating to the Assigned Property and such Credit, all on the terms and conditions set forth below.

D. County is an express intended beneficiary of the rights, duties and obligations undertaken by Assignor and Assignee.

**AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title, interest, and obligations in and under the TUMF Agreement to the extent relating to the Assigned Property, including, without limitation, the TUMF Credit in an amount equal to the Assignee's TUMF Obligation up to \$8,873 per each single-family residential unit within the Assigned Property. At no time will the TUMF Credit exceed the Assignee's TUMF Obligation. The Assignee agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than a TUMF Credit of \$8,873 per said unit, the Assignee shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

2. Assignee hereby accepts this Assignment and agrees to be bound by all applicable provisions of the TUMF Agreement with respect to the Assigned Property.

3. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, but at no out-of-pocket cost to Assignor, execute and deliver to Assignee, its nominees, successor and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully transfer and assign such rights of Assignor in and under the TUMF Agreement to such Credit with respect to the Assigned Property.

4. This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee and the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations or responsibilities under the TUMF Agreement and to be bound thereby.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. This Assignment may be executed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

*[Signature page follows]*

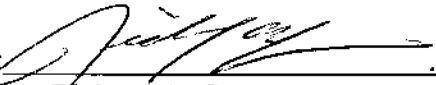
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

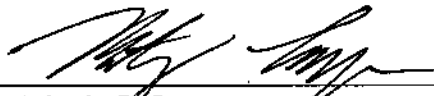
**ASSIGNOR:**

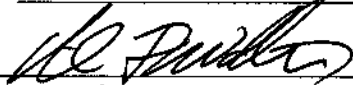
**ASSIGNEE:**

Brookfield 30069 LLC, a Delaware limited liability company

Standard Pacific Corp., a Delaware corporation

By:   
Name: Richard A. Cuoco  
Title: Vice President

By:   
Name: Martin P. Langpap  
Title: Division President

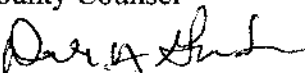
By:   
Name: RICHARD T. WHITNEY  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE:**

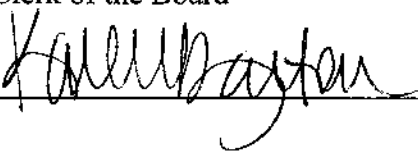
By:   
**JEFF STONE**  
Chairman, County Board of Supervisors

**APPROVED AS TO FORM:**  
County Counsel

By:   
**Debra A. Gardner**

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: 

**ACKNOWLEDGMENT**

State of California  
County of Riverside

On Sept. 10, 2014 before me, Karen Cuttrell, Notary Public  
(insert name and title of the officer)

personally appeared Martin P. Langpas  
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 *Karen Cuttrell* (Seal)





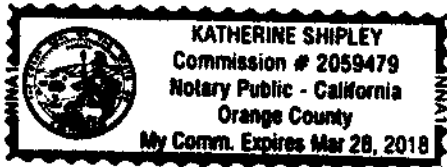
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On September 8, 2014 before me, Katherine Shipley, a Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Richard A. Cucco and Richard T. Whitney  
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: Katherine Shipley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Partial Assignment & Assumption of Improvement

Document Date: Credit Reimbursement Agreement Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

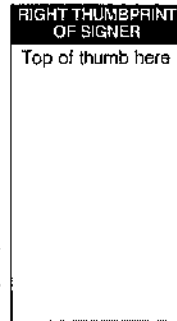
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

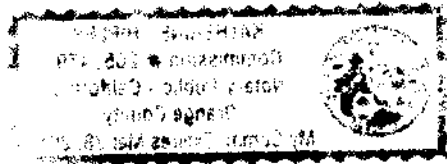
Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





**EXHIBIT A**

**DESCRIPTION OF ASSIGNED PROPERTY**

Tract 30069-1

Lots 72 through 129 inclusive, 148 through 170 inclusive, 181 through 186 inclusive, 189 through 201 inclusive, 213 through 238 inclusive, 260 through 296 inclusive and 333 through 341 inclusive of Tract Number 30069-1, in the County of Riverside, State of California, as shown by map on file in Book 379, page 17 through 36, inclusive, of maps, in the office of the County Recorder of said County.

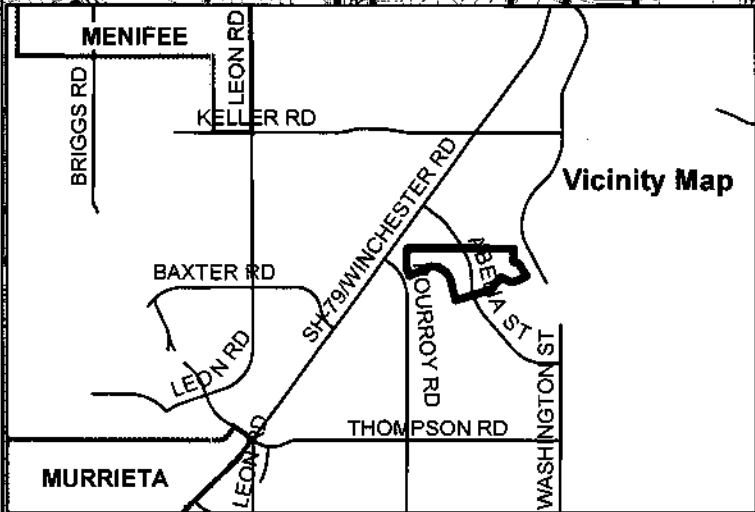
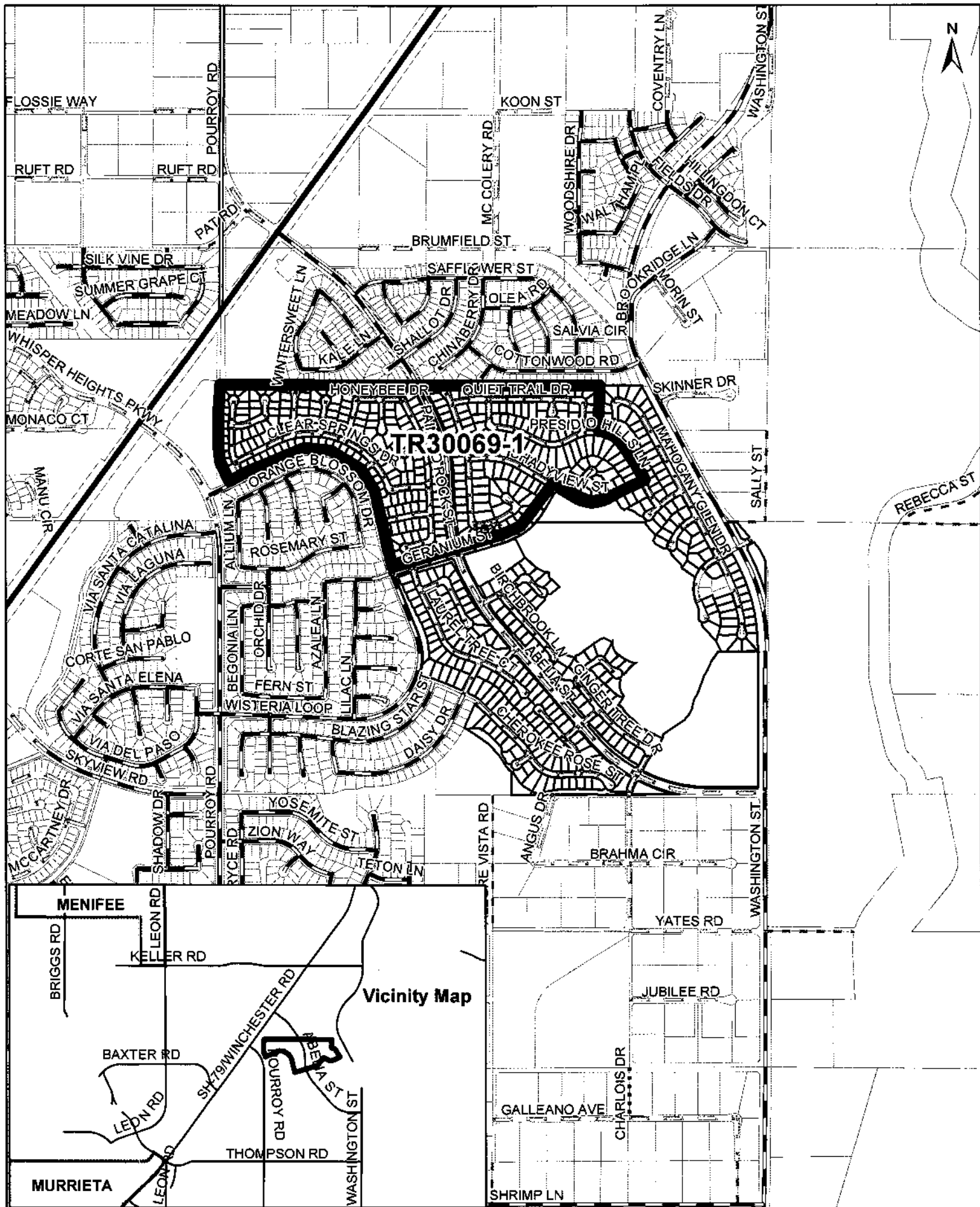
0 600 1,200 2,400 Feet

# Tract 30069-1 Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.



1 inch = 1,192 feet  
Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 4/10/2014



CERTIFIED TRUE COPY OF CORPORATE RESOLUTION  
(Brookfield 30069 LLC)

ELECTION OF OFFICERS

RESOLVED, that the following persons are duly elected to serve as the officers of the Company by the Board of Managers or until the election and qualification of their respective successors or their earlier resignation or removal:

ADRIAN P. FOLEY	President
RICHARD T. WHITNEY	Chief Financial Officer
RICHARD A. CUOCO	Vice President
DAVID E. BARTLETT	Vice President
WILLIAM B. SEITH	Secretary
R. CASEY SCHNOOR	Assistant Secretary

RESOLVED FURTHER, that the Acceptance of each Officer is attached hereto as EXHIBIT "A".

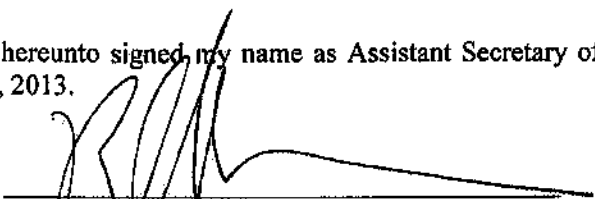
RESOLVED FURTHER, that except when otherwise authorized or directed by the Board of Managers, or by law, the officers of the Company are authorized to execute, acknowledge and deliver any and all instruments of writing, including but not limited to, subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, security instruments and such other documentation necessary or appropriate in the ordinary course of business of the Company. Unless specifically authorized by the Board of Managers to the contrary, any and all subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, loan agreements, partnership agreements and security instruments, other than contracts involving amounts of less than \$100,000 and deeds and purchase agreements for the sale of a single family residence, shall require the signature of two officers of the Company.

RESOLVED FURTHER, that no contract or obligation involving the transfer of a substantial right in any major asset of the Company shall be signed without prior approval of the Board of Managers or any committee thereof duly authorized to give such approval.

RESOLVED FURTHER, that this Consent may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

This is to certify that the foregoing is a true copy of a resolution adopted by the Board of Managers of Brookfield 30069 LLC, a Delaware limited liability company, on the 15th day of March, 2013, and that such resolution is unamended and still in full force and effect.

In witness whereof, I have hereunto signed my name as Assistant Secretary of Brookfield 30069 LLC, this 12th day of November, 2013.

  
R. Casey Schnoor, Assistant Secretary

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** GARRY GRANT

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** OCT 9 1984 **Agenda #** 3-29

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**    X **Oppose**    \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**    \_\_\_\_\_ **Oppose**    \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Paul Jacobs

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Temecula **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 10/7/14 **Agenda #** 3-29

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

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