

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 5/2/16

Departmental Concurrence

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

857A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
May 4, 2016

SUBJECT: Approval of the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Brookfield Juniper LLC, and the County of Riverside for Tract No. 32289, Lots 63-94 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Brookfield Juniper LLC, and the County of Riverside (County) for Tract No. 32289, Lots 63-94 for Transportation Uniform Mitigation Fee (TUMF) and Road and Bridge Benefit District (RBBB) Fee Credits within Clinton Keith Road Community Facilities District (CFD) No. 07-2; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo
Assistant Director of Transportation

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: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington and Benoit
Nays: None
Absent: Tavaglione and Ashley
Date: June 7, 2016
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

Prev. Agn. Ref.: 8/18/15, Item 3-74;
8/18/15, Item 3-75 **District:** 3 **Agenda Number:**

3-47

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

FORM 11: Approval of the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Brookfield Juniper LLC, and the County of Riverside for Tract No. 32289, Lots 63-94 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3rd District; [\$0]

DATE: May 4, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

Brookfield Juniper LLC (Assignee) acquired 32 single-family residential lots of Tract 32289, lots 63-94 (Property), from Riverside Mitland 03 LLC (Assignor) within Clinton Keith Road Community Facilities District No. 07-2 (CFD).

Riverside Mitland 03 LLC desires to assign to Brookfield Juniper LLC all rights and responsibilities related to Improvement Credit Agreements for TUMF and RBBB fee credits for the Property with respect to the CFD No. 07-2.

Brookfield Juniper LLC desires to assume all of the Assignor's rights and obligations under the TUMF and RBBB credit agreements relating to the Property.

On August 18, 2015 (Agenda Item 3-74 and Item 3-75), the County Board of Supervisors approved the "Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" and the "Improvement Credit Agreement, Road and Bridge Benefit Fee Program", respectively, which allows the developed lots of the property within the CFD No. 07-2 to be eligible for fee credits against their applicable TUMF and RBBB fees.

Project Number: B2-04722

Impact on Residents and Businesses

This Assignment and Assumption Agreement represents a change in real property ownership and will have no impact upon local residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

ATTACHMENTS

Vicinity Map

Agreement

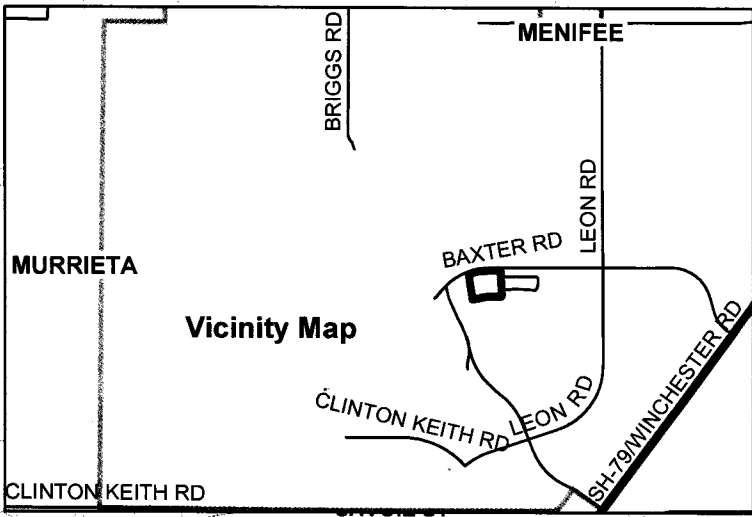
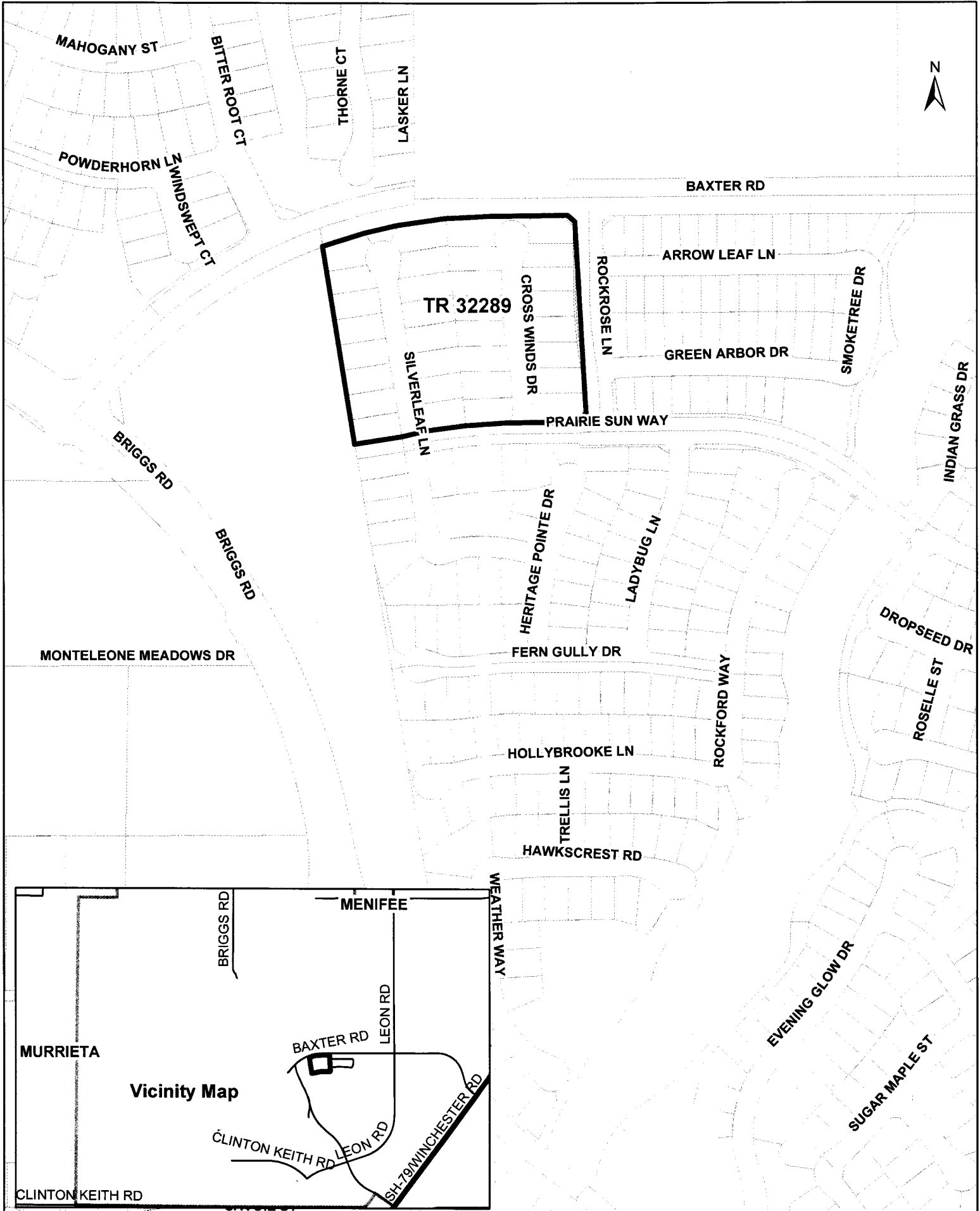
0 165 330 660 Feet

1 inch = 333 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 4/26/2016

TR32289 (Lots 63 to 94) 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 resell this map.



**ASSIGNMENT AND ASSUMPTION
OF
IMPROVEMENT CREDIT AGREEMENT**

This Assignment and Assumption of Improvement Credit Agreement (this "**Assignment**") is made as of JUNE 7, 2016, by and between RIVERSIDE MITLAND 03 LLC, a Delaware limited liability company ("**Assignor**"), BROOKFIELD JUNIPER LLC, a Delaware limited liability company ("**Assignee**"), and the County of Riverside ("County").

RECITALS

A. Assignor is a "Developer" under the certain agreements titled "County of Riverside, Community Facilities District No. 07-2 (Clinton Keith Road CFD) Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" (the "**TUMF Agreement**") and "County of Riverside, Community Facilities District No. 07-2 (Clinton Keith Road CFD) Improvement Credit Agreement, Road and Bridge Benefit District Fee Program" (the "**RBBB Agreement**") with respect to that certain real property described on Exhibit A attached hereto, which includes Lot Nos. 63 through 94 of Tract No. 32289 (the "**Property**"). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement and RBBB Agreement.

B. Assignor and Assignee are parties to that Real Estate Purchase and Sale Contract (the "**Contract**") dated as of November 30, 2015, respecting the sale of the Property.

C. Assignor desires to assign to Assignee all of Assignor's rights under the TUMF Agreement and RBBB Agreement relating to the Property, and Assignee desires to assume all of Assignor's obligations thereunder relating to the Property, 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 and RBBB Agreement to the extent relating to the Property, including, without limitation, the TUMF fee Credit for 32 lots of up to 96% of the TUMF fee in effect at issuance of a certificate of occupancy and the RBBB Credits applied against RBBB fees for 32 lots. The remaining 4% of the TUMF (the "Program Administration amount") shall be paid by Assignee at the time of issuance of a certificate of occupancy.

2. Assignee hereby accepts this Assignment and agrees to be bound by all applicable provisions of the TUMF Agreement and RBBB Agreement with respect to the 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 the rights of Assignor in and under the TUMF Agreement and the TUMF Credit Amount, and the RBBB Agreement and RBBB Credit Amount with respect to the 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, 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 RBBB 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.

[Signatures on following page]

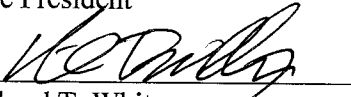
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

**RIVERSIDE MITLAND 03, LLC, a
Delaware limited liability company**

By: 


Name: David E. Bartlett
Title: Vice President

By: 

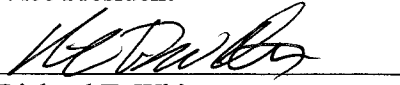
Name: Richard T. Whitney
Title: Chief Financial Officer

ASSIGNEE:

**BROOKFIELD JUNIPER LLC, a Delaware
limited liability company**

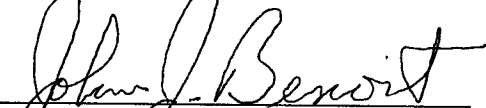
By: 

Name: Richard A. Cuoco
Title: Vice President

By: 

Name: Richard T. Whitney
Title: Chief Financial Officer


COUNTY OF RIVERSIDE:

By: 

JOHN J. BENOIT
Chairman, County Board of Supervisors

APPROVED AS TO FORM:

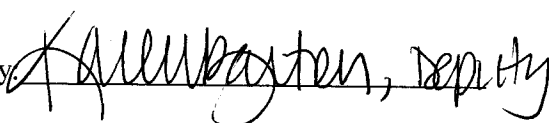
County Counsel

By: 
Dana A. Gardner

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: , Deputy

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On April 29, 2016 before me, Meagan Knecht, Notary Public,
(Here insert name and title of the officer)

personally appeared David E. Bartlett & Richard T. Whitney,
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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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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.

Meagan Knecht
Notary Public Signature

(Notary Public Seal)



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(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
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- Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, -is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

DESCRIPTION OF PROPERTY

Please see the Legal Description of the Property below.

PARCEL A:

LOTS 63 THROUGH 88, INCLUSIVE, AND 91 THROUGH 94, INCLUSIVE, OF TRACT NO. 32289, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

LOT A, AS SHOWN ON EXHIBIT "B" OF THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 05529, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 6, 2015, AS INSTRUMENT NO. 2015-0441063 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 89 AND THAT PORTION OF LOT 90 OF TRACT NO. 32289 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 89;

THENCE ALONG THE EASTERLY LINES OF SAID LOTS 89 AND 90 SOUTH 00°16'06" EAST 65.00 FEET;

THENCE SOUTH 89°37'07" WEST 140.00 FEET TO THE WESTERLY LINE OF SAID LOT 90, BEING A NONTANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 972.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 89°37'07" EAST, SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE ALONG SAID CURVE AND THE WESTERLY LINES OF SAID LOTS 89 AND 90 THE FOLLOWING COURSES:

NORTHERLY 1.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'47";

THENCE NORTH 00°16'06" WEST 55.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY 7.56 FEET THROUGH A CENTRAL ANGLE OF 04°19'57" TO THE NORTHERLY LINE OF SAID LOT 89;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 89 NORTH 89°43'54" EAST 139.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF CROSS WINDS DRIVE AS SHOWN ON SAID TRACT NO. 32289 DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE;

THENCE RADICALLY FROM SAID CURVE SOUTH 89°37'07" WEST 28.00 FEET TO THE CENTERLINE OF SAID CROSS WINDS DRIVE, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 89°37'07" EAST;

THENCE ALONG SAID CURVE AND SAID CENTERLINE NORTHERLY 1.97 FEET THROUGH A CENTRAL ANGLE OF 00°06'47";

THENCE CONTINUING ALONG SAID CENTERLINE NORTH 00°16'06" WEST 63.36 FEET;

THENCE NORTH 89°43'54" EAST 28.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 89 BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 85°56'09" EAST;

THENCE ALONG THE WESTERLY LINES OF SAID LOTS 89 AND 90 THE FOLLOWING COURSES:

SOUTHERLY 7.56 FEET THROUGH A CENTRAL ANGLE OF 04°19'57";

THENCE TANGENT FROM SAID CURVE SOUTH 00°16'06" EAST 55.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 972.00 FEET;

THENCE ALONG SAID CURVE SOUTHERLY 1.92 FEET THROUGH A CENTRAL ANGLE OF 00°06'47" TO THE POINT OF BEGINNING.

PARCEL C:

LOT B, AS SHOWN ON EXHIBIT "B" OF THE NOTICE OF LOT LINE ADJUSTMENT NO. LLA 05529, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 6, 2015, AS INSTRUMENT NO. 2015-04410603 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 90 OF TRACT NO. 32289 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 89;

THENCE ALONG THE EASTERLY LINES OF SAID LOTS 89 AND 90 SOUTH $00^{\circ}16'06''$ EAST 65.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}37'07''$ WEST 140.00 FEET TO THE WESTERLY LINE OF SAID LOT 90, BEING A NONTANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 73.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $89^{\circ}37'07''$ EAST, SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE ALONG SAID CURVE AND SAID WESTERLY LINE OF LOT 90, SOUTHERLY 68.79 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}03'17''$ TO THE SOUTHWEST CORNER OF SAID LOT 90;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 90 THE FOLLOWING COURSES:

NORTH $89^{\circ}43'54''$ EAST 139.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1193.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $86^{\circ}32'57''$ EAST;

THENCE ALONG SAID CURVE NORTHERLY 66.27 FEET THROUGH A CENTRAL ANGLE OF $03^{\circ}10'57''$;

THENCE NORTH $00^{\circ}16'06''$ WEST 2.77 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF CROSS WINDS DRIVE AS SHOWN ON SAID TRACT NO. 32289 DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE;

THENCE RADIALLY FROM SAID CURVE SOUTH $89^{\circ}37'07''$ WEST 28.00 FEET TO THE CENTERLINE OF SAID CROSS WINDS DRIVE, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $90^{\circ}37'07''$ EAST;

THENCE ALONG SAID CURVE AND SAID CENTERLINE SOUTHERLY 70.77 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}03'17''$;

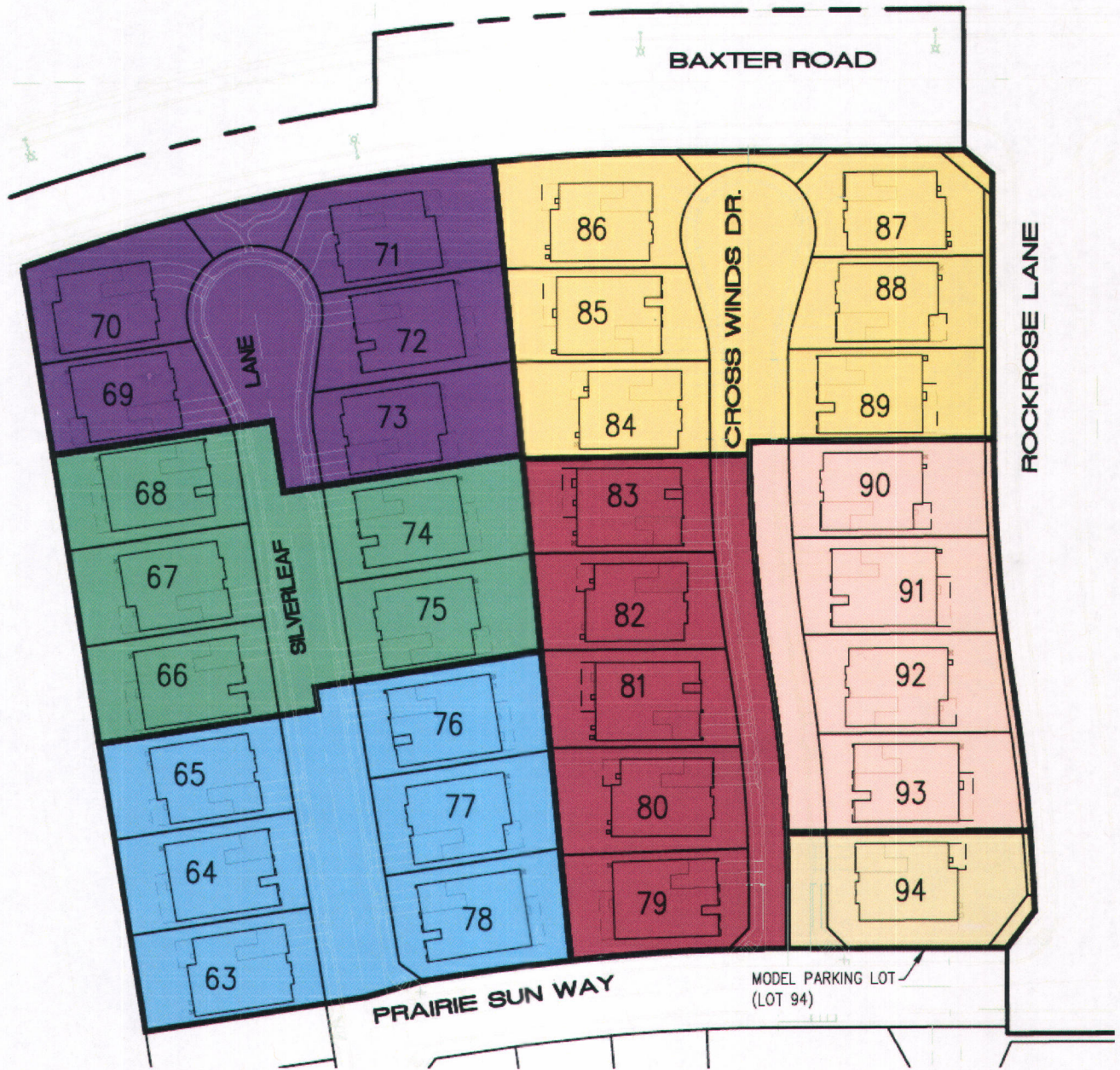
THENCE RADially FROM SAID CURVE NORTH $85^{\circ}33'50''$ EAST 28.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 90 BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 972.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH $85^{\circ}33'50''$ EAST;

THENCE ALONG SAID CURVE AND THE WESTERLY LINE OF SAID LOT 90 NORTHERLY 68.79 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}03'17''$ TO THE POINT OF BEGINNING.

APNS: A PORTION OF 480-090-075-5 AND 480-090-078-8.

EXHIBIT B

SITE PLAN



0 165 330 660 Feet

TR32289 (Lots 63 to 94) Vicinity Map

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Printed by almedina on 5/3/2016

