

FORM APPROVED COUNTY COUNSEL  
 BY: *G.P.P.* GREGORY P. PRIAMOS DATE

Departmental Concurrence

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



160

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 April 25, 2016

**SUBJECT:** Approval of the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Richmond American Homes of Maryland, Inc. and the County of Riverside for Tract No. 32289, Lots 1-32 and 157-179 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3<sup>rd</sup> District; [\$0]

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

1. Approve the Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Richmond American Homes of Maryland, Inc. and County of Riverside for Tract No. 32289, Lots 1-32 and 157-179 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*  
 Patricia Romo  
 Assistant Director of Transportation

*Juan Perez*  
 Juan 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:** 2016/2017

**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 Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 12, 2016  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Positions Added  
 Change Order  
 A-30  
 4/5 Vote

**Prev. Agn. Ref.:** 08/18/15, Item 3-74;  
 08/18/15, 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, Richmond American Homes of Maryland, Inc. and the County of Riverside for Tract No. 32289, Lots 1-32 and 157-179 for Transportation Uniform Mitigation Fee and Road and Bridge Benefit District Fee Credits within Clinton Keith Road Community Facilities District No. 07-2. 3<sup>rd</sup> District; [\$0]

**DATE:** April 25, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

On August 18, 2015 (Agenda Item 3-74 and Item 3-75), the 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, between the County of Riverside and Riverside Mitland 03 LLC, 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.

Richmond American Homes of Maryland, Inc. (Assignee) acquired 55 single-family residential lots of Tract 32289, lots 1-32 and 157-179 (Property) from Riverside Mitland 03 LLC (Assignor) within Clinton Keith Road CFD No. 07-2.

Riverside Mitland 03 LLC desires to assign to Richmond American Homes of Maryland 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.

Richmond American Homes of Maryland desires to assume all of the Assignor's rights and obligations under the TUMF and RBBB credit agreements relating to the Property.

This Assignment and Assumption Agreement will allow for the reassignment of all rights and obligations related to Tract No. 32289.

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. Community Facilities District 07-2 is providing funding for the extension of Clinton Keith Road between Whitewood Road and Leon Road that is currently under construction.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**ATTACHMENTS:**

Vicinity Map

Agreement

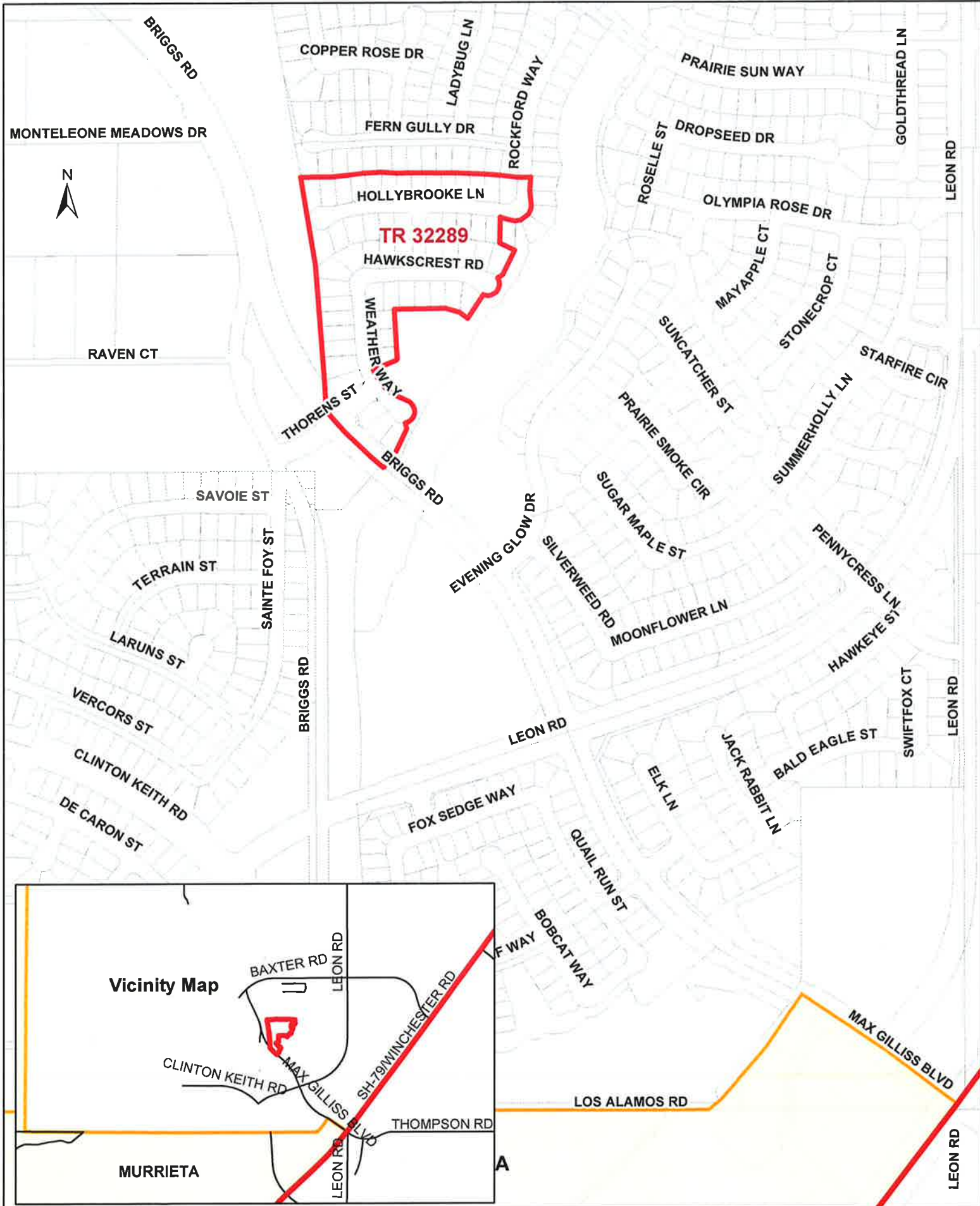
0 250 500 1,000 Feet

1 inch = 500 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 4/14/2016

# TR32289 (Lots 1-32 & 157-179) 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 7/12/16, by and between RIVERSIDE MITLAND 03 LLC, a Delaware limited liability company ("**Assignor**"), RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation ("**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. 1 through 32 and 157 through 179 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 September 24, 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 55 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 55 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]**

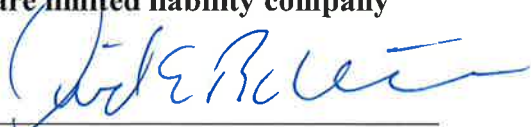
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

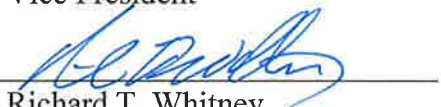
**ASSIGNEE:**

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

**RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation**

By:   
Name: David E. Bartlett  
Title: Vice President

By: \_\_\_\_\_  
Name: Sondra Harris  
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:  6-28-16  
Aaron Gettis

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Kecia Harper-Ihem, 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 13, 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.

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:**

**RICHMOND AMERICAN HOMES OF  
MARYLAND, INC., a Maryland  
corporation**

By: \_\_\_\_\_  
Name: Sondra Harris  
Title: Vice President

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_  
Chairman, County Board of Supervisors

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_ 6-28-16  
Aaron Gettis

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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) SS  
COUNTY OF **ORANGE**

On 4.12.16 before me, A. Walton, Notary Public, personally appeared Sondra Harris, 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.**

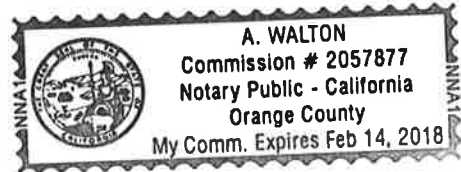
WITNESS my hand and official seal.

Signature

A. Walton

My Commission Expires: February 14, 2018

This area for official notarial seal.



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 (APNS: A PORTION OF 480-090-043-6, 480-090-073-3, AND 480-090-080-9; NEW APNS: 480-770-001 THROUGH 480-770-012, INCLUSIVE, 480-771-001 THROUGH 480-771-005, INCLUSIVE, 480-771-007 THROUGH 480-771-015, INCLUSIVE, 480-780-001 THROUGH 480-780-020, INCLUSIVE, AND 480-782-002 THROUGH 480-782-006, INCLUSIVE):

LOTS 1 THROUGH 32, INCLUSIVE, 157 THROUGH 166, INCLUSIVE, AND 168 THROUGH 179, INCLUSIVE, OF TRACT NO. 32289, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 445, PAGES 27 THROUGH 46, INCLUSIVE, OF MAOS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2 (APN: A PORTION OF 480-090-043-6; NEW APNS: 480-771-006 AND 480-771-021):

LOT A, AS SHOWN ON EXHIBIT "B" ON THE NOTIC EOF LOT LINE ADJUSTMENT NO. LLA 05530, IN THE COUNTY OF RIVERSIDE, SATE OF CALIFORNIA, RECORDER OCTOBER 6, 2015, AS INSTRUMENT NO. 2015-0441065 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 167 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, TOGETHER WITH THAT PORTION OF LOT 201 OF SAID TRACT NO. 32289 DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 167;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 167 SOUTH  $33^{\circ} 18' 31''$  WEST 117.24 FEET TO THE SOUTHERNLY CORNER OF SAID LOT 167;

THENCE NORTH  $40^{\circ} 53' 34''$  EAST 31.66 FEET;

THENCE NORTH  $33^{\circ} 18' 31''$  EAST 86.84 FEET TO THE SOUTHERNLY LINE OF HAWKSCREST ROAD BEING A NON-TANGENT CURVE, CONCAVE NORTHERNLY

AND HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH  $17^{\circ} 31'36''$  EAST;

THENCE ALONG SAID CURVE AND SAID SOUTHERNLY LINE OF HAWKSCREST ROAD, WESTERLY 4.29 FEET THROUGH A CENTRAL ANGLE OF  $05^{\circ} 07'34''$  TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HAWKSCREST ROAD AS SHOWN ON SAID TRACT NO. 32289 DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 167, SAID CORNER BEING ON A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE OF SAID CURVE OF SAID POINT BEARS NORTH  $22^{\circ} 39'01''$  EAST, SAID CURVE ALSO BEING THE SOUTHERNLY LINE OF SAID HAWKSCREST ROAD;

THENCE ALONG THE SOUTHERNLY LINE OF SADI HAWKSCREST ROAD ESATERLY 4.29 FEET THROUGH A CENTRAL ANGLE OF  $05^{\circ} 07'34''$ ;

THENCE RADIALY FROM SAID CURVE NORTH  $17^{\circ} 31'36''$  EAST 48.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC OF SAID HAWKSCREST ROAD;

THENCE ALONG THE CENTERLINE OF SAID HAWKSCREST ROAD NORTH  $18^{\circ} 23'12''$  EAST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERNLY AND HAVING A RADIUS OF 500.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH  $18^{\circ} 23'12''$ ;

THENCE CONTINUING ALONG SAID CENTERLINE AND SAID CURVE WESTERLY 109.62 FEET THROUGH A CENTRAL ANGLE OF  $12^{\circ} 33'42''$ ;

THENCE RADIALY FROM SAID CURVE SOUTH  $05^{\circ} 49'30''$  EAST 30.09 FEET TO THE NORTHERNLY LINE OF SAID LOT 167, BEING A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH  $16^{\circ} 15'06''$  WEST;

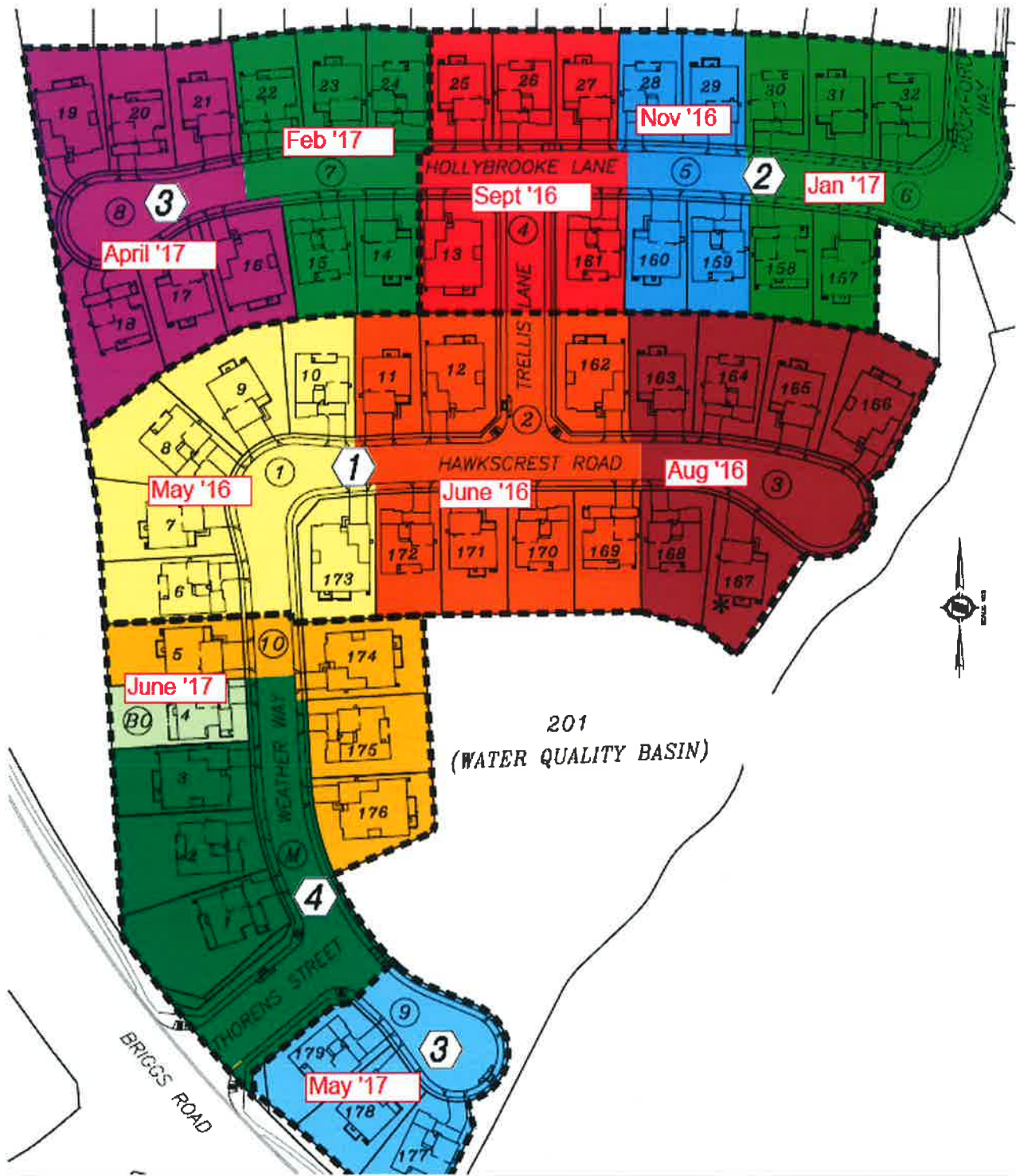
THENCE ALONG THE NORTHERLY LINE OF SAID LOT 167 THE FOLLOWING COURSES: SOUTHEASTERLY 39.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $22^{\circ} 32'44''$ ;

THENCE TANGENT FROM SAID CURVE SOUTH  $51^{\circ} 12'10''$  EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 48.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 13.53 FEET THROUGH A CENTRAL ANGKE OF  $16^{\circ} 08'40''$  TO THE POINT BEGINNING.

**EXHIBIT B**

**SITE PLAN**



0 250 500 1,000 Feet

1 inch = 500 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by aimedina on 4/14/2016

# TR32289 (Lots 1-32 & 157-179) Vicinity Map

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