

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



**ITEM: 3.20
MT: (ID # 10937)**

MEETING DATE:

Tuesday, October 22, 2019

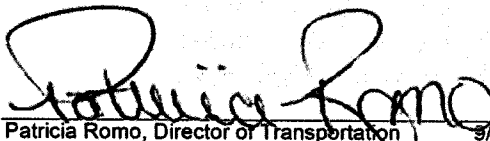
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval and execution of the Scott Road Community Facilities District No. 05-8
Transportation Uniform Mitigation Fee Program Improvement Credit Agreement
between Woodside 05S LP, City of Menifee, and the County of Riverside
associated with Tract No 36788. District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Scott Road Community Facilities District No. 05-8
Transportation Uniform Mitigation Fee Program Improvement Credit Agreement between
Woodside 05S LP, City of Menifee, and the County of Riverside associated with Tract
No. 36788.

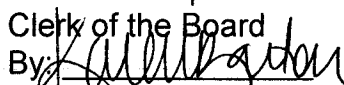
ACTION: Policy


Patricia Romo, Director of Transportation 9/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 22, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer Funded 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Woodside 05S LP (Developer) owns Tract No. 36788 (Tract). The Tract consists of 30 single-family residential units and is located within the boundaries of the Scott Road Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County of Riverside (County). However, with the incorporation of the City of Menifee (City), the geographical boundaries of the Scott Road CFD now fall primarily within the City, including this Tract.

The Scott Road CFD is a funding mechanism that provides a means to finance, in part, the Scott Road Improvements, which includes widening of Scott Road between Antelope Road and State Route 79, and improvements to the Scott Road/I-215 Interchange. Construction of the Scott Road/I-215 Interchange is in progress.

In addition, the Scott Road Improvements have been identified as part of the Transportation Uniform Mitigation Fee (TUMF) Regional System of Highways and Arterials (RSHA), and are among those facilities whose construction is to be financed in part by the collection of TUMF. The Tract is within the City's TUMF jurisdiction.

The Developer, City and the County now desire to enter into this credit agreement to provide a means by which the Developer's participation in the Scott Road CFD is offset against the Developer's obligation to pay the applicable TUMF for the Tract. Each residential unit constructed within the Tract will be eligible to receive a TUMF credit in an amount set forth in this Agreement.

Impact on Residents and Businesses

The Developer is responsible for disclosing the CFD special assessment to potential buyers of the residential homes as part of their purchase transaction.

ATTACHMENTS:

- Vicinity Map
- Scott Road CFD TUMF Agreement

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


Jason Farin, Senior Management Analyst 10/15/2019


Gregory V. Priamos, Director County Counsel 10/7/2019


Leila Moshref-Danesh 10/7/2019

**COUNTY OF RIVERSIDE
CITY OF MENIFEE
COMMUNITY FACILITIES DISTRICT NO. 05-8 (SCOTT ROAD CFD)
IMPROVEMENT CREDIT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This IMPROVEMENT CREDIT AGREEMENT FOR TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM (this "Agreement") is entered into this 22nd day of OCTOBER, 2019 by and between the County of Riverside (the "County"), City of Menifee (the "City") and Woodside 05S, LP, a California limited partnership (the "Developer"). County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns Tentative Tract Map No. 36788 (previously Tentative Tract Map No. 33060), for which a Final Phase Tract Map No. 36788 was recorded on April 3, 2019, as Instrument No. 2019-0112274 (the "Tract") and the Tract is located within the City of Menifee, County of Riverside, California, as depicted in Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, Tract No. 36788 consists of 30 single-family residential units;

WHEREAS, the Tract is the Final Phase of approved, phased Tentative Tract Map No. 36788 (the "Project"), which was approved by County originally as Tentative Tract Map No. 33060 prior to City's incorporation, and was conditioned by County to participate in some form of funding mechanism, such as a Community Facilities District, that would provide a means of financing the construction of the following public facilities (the "Scott Road Improvements") that were determined by County to be necessary to mitigate the transportation and circulation needs that would result from the Project:

- (i) The widening of Scott Road to four lanes between Antelope Road and Briggs Road including all associated appurtenances and rights-of-way;
- (ii) The widening of the interchange at Interstate 215 and Scott Road and the modification of the ramps to meet future traffic demands including all associated appurtenances and rights-of-way;
- (iii) The full width improvement to Scott Road from Antelope Road to State Route 79 including all associated appurtenances and rights-of-way, bringing into conformance said facility with the Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time to time (collectively, the "Scott Road Improvements");

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006, (i) adopted Resolution No. 2006-092 establishing Community Facilities District No. 05-8 (Scott Road) of the County of Riverside ("Scott Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Scott Road Improvements, (ii) adopted Resolution No. CFD 2006-02 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$100,000,000 to finance the Scott Road Improvements, and (iii) called a special election for April 18, 2006, for the qualified electors of the Scott Road CFD to consider propositions dealing with the levy of the special tax and the incurrence of bonded indebtedness;

WHEREAS, the Board , on April 25, 2006, canvassed the results of the special election and determined that the qualified electors voted and approved the propositions by more than two-thirds of the votes cast and caused a Notice of Special Tax Lien for the Scott Road CFD to be recorded on May 4, 2006;

WHEREAS, County, by the adoption of Ordinance No. 824, as amended from time to time, established the Transportation Uniform Mitigation Fee Program which requires a developer to pay the fee (the "TUMF") which is set by said Ordinance and which is to be paid as a condition of receiving certification allowing for the occupancy of a residential or commercial structure; the TUMF is intended to represent a new structure's fair share of the estimated costs to construct those transportation improvements needed to mitigate the traffic impacts and burdens placed on the Regional System of Highways and Arterials ("RSHA") generated by a residential or commercial development and determined necessary to protect the safety, health and welfare of persons traveling to and from the such residential or commercial development using the RSHA;

WHEREAS, the Tract is located within the boundaries of the Scott Road CFD, as shown on the Boundary Map of the Scott Road CFD recorded as Instrument No. 2006-0167553 on March 8, 2006, or within territory that has been annexed to the Scott Road CFD.

WHEREAS, the Scott Road Improvements have been identified as part of the RSHA and to be among those facilities whose construction is to be financed by the collection of the TUMF;

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that was approved by the Board and the qualified electors of the Scott Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2005, with the intent that each unit within a single-family residential tract and each unit within a multifamily residential development will receive a credit against the TUMF in an amount set forth in this Agreement;

WHEREAS, the Scott Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency, and from the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Scott Road CFD;

WHEREAS, on October 1, 2008, City incorporated and the Tracts and improvements are included within City's municipal boundaries;

WHEREAS, City reduced the TUMF during calendar year 2010 but that reduction ended

as of December 31, 2010;

WHEREAS, County, City and the Developer now desire to enter into this Agreement to provide a means by which Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF (the "TUMF Credit") for the Tract in accordance with the TUMF administrative plan; and

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer, County, and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements. County and City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit for Single-Family Residential Development. The amount of the TUMF Credit is determined by the TUMF in effect as of July 1st of the fiscal year in which the first building permit for a single family residential unit (other than a model home) is issued; provided, however, (i) that the actual amount of the TUMF Credit applied will be equal to the TUMF in effect on the date Developer secures a certificate of occupancy for each single-family residential unit up to a maximum amount of \$8,873 (the "Maximum TUMF Credit") and (ii) that at no time shall the actual TUMF Credit amount exceed 100% of the TUMF charged for each said unit. Developer understands and acknowledges that the TUMF is adjusted annually, and Developer agrees that if the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for said unit, then Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

4.0 Miscellaneous.

4.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Tract (an "Assignment"). Developer and such purchaser and assignee (the "Assignee") shall provide to the County and City such reasonable proof as each of them may require that the Assignee is the purchaser of said lots within the Tracts. Any assignment pursuant to this paragraph 4.1 shall not be effective unless and until Developer and Assignee have executed an assignment agreement with County and with City in a form reasonably acceptable to both County and City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including credits up to the Maximum TUMF Credit for each single-family residential unit developed on a lot within the

Tracts or for each multifamily residential unit developed on a parcel within the Tracts purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.

4.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency among County, City and Developer, or between any of the Parties.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, County and City, and their respective directors, officers, legislative bodies, Board of Supervisors, City Council, elected and appointed officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, including, but not limited to, third-party claims, and against any and all losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs ("Losses") which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the approval of this Agreement, (b) the awarding of credit pursuant to or on account of this Agreement, and/or (c) the untruth or inaccuracy of any representation or warranty made by Developer in this Agreement. If Developer fails to protect, indemnify, defend, and hold harmless any of the Indemnified Parties in accordance with this Section 4.3, the Indemnified Parties, and/or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including all Losses incurred by Indemnified Parties and to and recover the same from said Developer. The provisions of this Section shall survive the expiration, discharge or other termination of this Agreement.

4.4 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. Each Party separately warrants that the individual(s) who have signed this Agreement on behalf of such Party has the legal power, right, and authority to enter into this Agreement on behalf of such Party, and each individual signing this Agreement has been duly authorized to do so on behalf of said Party.

4.5 Prohibited Interests. Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, or any parent or related entity of Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this representation and warranty, County and City shall each have the right to rescind this Agreement without liability.

4.6 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To County: County of Riverside, Transportation Department
Patricia Romo, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To City: City of Menifee
Armando G. Villa, City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
Phone No. (951) 672-6777
Fax No. (951)679-3843

To Developer: Woodside 05S, LP
Attention: Chris Chambers, Vice President
1870 Pierce Street #250
Riverside, CA 92505
Phone No. (951) 710-1900
Fax No. (951) 509-4731

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time successfully sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

4.7 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.8 Construction; References; Captions. It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against either Party as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to Developer include all personnel, employees, and agents of Developer, except as otherwise specified in this Agreement. All references to County and City include its elected and appointed officials, Board, City Council, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

4.11 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation of the Parties under this Agreement.

4.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.14 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

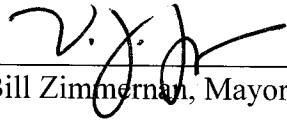
4.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

4.17 Entire Agreement. This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.


[Signatures of Parties on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

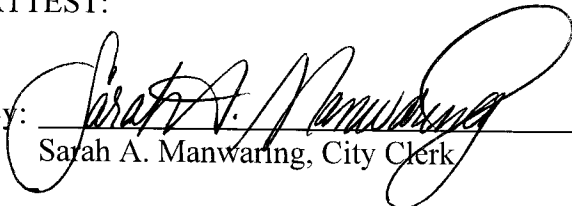
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

APPROVED AS TO FORM:


By: 
Jeffrey Melching, City Attorney

ATTEST:

By: 
Sarah A. Manwaring, City Clerk

DEVELOPER

Woodside 05S, LP, a California limited partnership

By: 
Chris Chambers
Printed Name
Vice President
Title

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 }

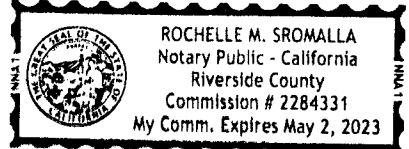
On July 24, 2019 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Chambers
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 Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

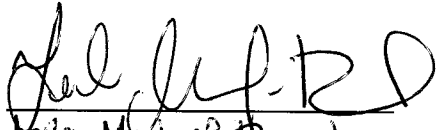
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: 
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

By: 
Leila Moshref-Danesh
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By: 
KEVIN JEFFRIES
Chairman, County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

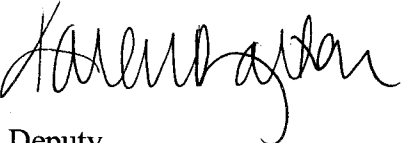
By: 
Deputy

EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

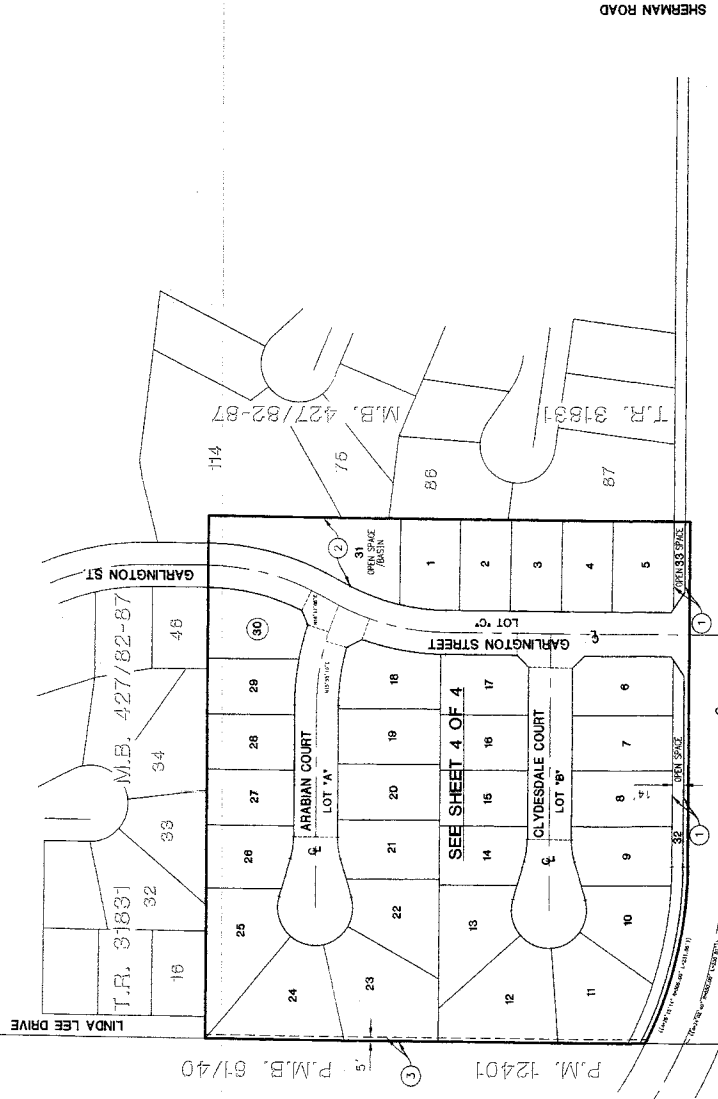
2019-0112274
 467
 51
 SHEET 3 OF 4 SHEETS

IN THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 36788
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
 TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF
 ON POINT LAND SURVEYING, INC.
 JANUARY 2019



RD 1 - P.L.S. 4400
 FLUSH IN VIEW OF
 P.L.S. 4400
 PER M.B. 427/82-87

INDEX SHEET



EASEMENT NOTES

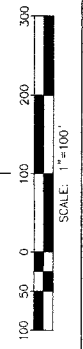
- ① 14-FOOT WIDE REGIONAL TRAIL EASEMENT DEDICATED TO THE CITY OF MENEFEE CFD NO. 2015-2 (MAINTENANCE SERVICES) PER THIS MAP AS SHOWN HEREON.
- ② LANDSCAPE MAINTENANCE EASEMENT DEDICATED TO THE CITY OF MENEFEE CFD NO. 2015-2 (MAINTENANCE SERVICES) PER THIS MAP AS SHOWN HEREON.
- ③ DRAINAGE, ACCESS AND MAINTENANCE EASEMENT DEDICATED TO THE CITY OF MENEFEE CFD NO. 2015-2 (MAINTENANCE SERVICES) PER THIS MAP AS SHOWN HEREON.

CFD NOTE:

THIS MAP IS WITHIN THE BOUNDARY OF CITY OF MENEFEE CFD NO. 2015-2

ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE AT THE CITY OF MENEFEE PUBLIC WORKS AND ENGINEERING DEPARTMENT, IN E.C.S. BOOK 100, PAGE 52. (AFFECTS LOTS 1 THROUGH 33)



0 165 330 660 Feet

1 inch = 333 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 7/24/2019

Vicinity Map Tract 36788

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.

