

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



**ITEM: 3.21
(ID # 12452)**

MEETING DATE:

Tuesday, June 09, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval and execution of the Partial Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Richmond American Homes of Maryland Inc., and the County of Riverside associated with Lot Nos. 52 through 85, and Lot Nos. 121 through 153 of Tract No. 37053, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Partial Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Richmond American Homes of Maryland Inc., and the County of Riverside associated with Lot Nos. 52 through 85, and Lot Nos. 121 through 153 of Tract No. 37053; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION: Policy


Patricia Romo, Director of Transportation 4/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: June 9, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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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 funds 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

Richmond American Homes of Maryland, Inc. (Assignee) acquired Lot Nos. 52 through 85, and Lot Nos. 121 through 153 (Assigned Property) of Tract No. 37053 from Riverside Mitland 03, LLC (Assignor). The Assigned Property consists of 67 single-family residential units and is located within the boundaries of the Clinton Keith Road Community Facilities District No. 07-2 (Clinton Keith Road CFD), which is administered by the County of Riverside (County).

The Clinton Keith Road CFD is a funding mechanism that provides a means to finance, in part, the Clinton Keith Road Extension, a multi-phased, six-lane project from Antelope Road to State Route 79. Construction of the first phase and second phase of these improvements from Whitewood Road to Leon Road is complete.

On January 28, 2020 (Agenda Item 3-33 & Item 3-34), the County Board of Supervisors approved the "Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program (TUMF Agreement)" and the "Improvement Credit Agreement, Road and Bridge Benefit District Fee Program (RBBB Agreement)" between Riverside Mitland 03 LLC and the County which allows the developed lots of the Assigned Property within the Clinton Keith Road CFD to be eligible for fee credits against their applicable TUMF and RBBB fees.

Riverside Mitland 03, LLC now desires to assign to Richmond American Homes of Maryland, Inc. certain rights to TUMF credits under the TUMF Agreement and RBBB credits under the RBBB Agreement relating to the Assigned Property. Each dwelling unit within the Assigned Property will be eligible to receive TUMF and RBBB credits in an amount set forth in this Partial Assignment and Assumption Agreement

Assignee desires to assume all of the Assignor's rights and obligations under the TUMF Agreement and RBBB Agreement relating to the Assigned Property.

Impact on Residents and Businesses

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

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STATE OF CALIFORNIA

ATTACHMENTS:

Vicinity Map

Assignment Agreement



Jason Farin, Principal Management Analyst

5/31/2020



Gregory F. Priamos, Director County Counsel

5/29/2020



Leila Moshref-Danesh

5/29/2020

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

This Partial Assignment and Assumption of Improvement Credit Agreement (this "Assignment") is made as of JUN 09 2020, 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" (Contract No. 19-11-009) (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" (Contract No. 19-11-010) (the "RBBD Agreement") with respect to that certain real property described on Exhibit A attached hereto, which includes Lot Nos. 52 through 85 and 121 through 153 of Tract No. 37053 (the "Assigned Property"). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement and RBBD Agreement.

B. Assignor and Assignee are parties to that Real Estate Purchase and Sale Contract for Planning Area 38 (Lot Nos. 72 through 85, and 121 through 153) (the "PA 38 Contract") dated as of May 30, 2019, and to that Real Estate Purchase and Sale Contract for Planning Area 39 (Lot Nos. 52 through 71) (the "PA 39 Contract") dated as of September 10, 2019, respecting the sale of the Assigned Property.

C. Assignor desires to assign to Assignee all of Assignor's rights under the TUMF Agreement and RBBD 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 RBBD Agreement to the extent relating to the Assigned Property, including, without limitation, the TUMF Credit for 67 lots of up to 96% of the TUMF fee in effect at issuance of a certificate of occupancy and the RBBD Credits applied against RBBD fees for 67 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 RBBD 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 the rights of Assignor in and under the TUMF Agreement and the TUMF Credit Amount, and the RBBD Agreement and RBBD Credit Amount 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, 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 RBBD 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.

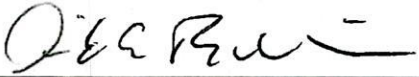
6. This Assignment may be executed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[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:

Richmond American Homes of Maryland, Inc., a Maryland corporation

By: 
Name: Greg Shaia
Title: President

COUNTY OF RIVERSIDE:

By: 
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
County Counsel

By: 
Leila Moshref-Danesh
Deputy County Counsel


ATTEST:
Kecia Harper
Clerk of the Board

By: 

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: Greg Shaia

Title: President

COUNTY OF RIVERSIDE:

By: _____

Chairman, County Board of Supervisors

APPROVED AS TO FORM:

County Counsel

By: _____

ATTEST:

Kecia Harper

Clerk of the Board

By: _____

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) ss.

On March 31, 2020, before me, Meagan Knecht
_____, Notary Public, personally appeared Richard T. Whitney & David E. Bartlett
_____, 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

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 March 11th, 2020 before me, Veronica Coronado, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Greg Shaia

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT A

DESCRIPTION OF ASSIGNED PROPERTY

Lots 52 through 85, inclusive, and 121 through 153, inclusive, of Tract No. 37053 in the County of Riverside, State of California, as per map recorded in Book 469 at Pages 47 through 61, of maps, records of said County on September 5, 2019.

0 265 530 1,060 Feet

1 inch = 667 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by almedina on 4/23/2020

Vicinity Map

Tract 37053

Lot Nos. 52-85, 121-153

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.

