

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



ITEM: 3.22

(ID # 13617)

MEETING DATE:

Tuesday, October 27, 2020

FROM: TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY: Approval of the Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County Specific Plan No. 293 between the County of Riverside and the Valley-Wide Recreation and Park District for an approximately 34-acre sports park located within Planning Area 28b of Specific Plan No. 293, No Further CEQA Review Required, District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **FIND** that Nothing Further Is Required under the California Environmental Quality Act ("CEQA") for the approval of the Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County Specific Plan No. 293 ("Agreement") because all potentially significant effects on the environment have been adequately analyzed in the previously certified Environmental Impact Report No. 380, pursuant to applicable legal standards and have been avoided or mitigated pursuant to that earlier EIR, and none of the conditions described in State CEQA Guidelines Section 15162 exist, based on the findings and conclusions set forth herein;
2. **APPROVE** and authorize the Chairman of the Board to execute the Agreement between the County of Riverside and the Valley-Wide Recreation and Park District;
3. **AUTHORIZE** the Assistant County Executive Officer, TLMA, or designee, to execute any other documents and administer all actions consistent with and necessary to complete these transactions, as provided in the attached Agreement; and
4. **DIRECT** the Clerk of the Board to file the Notice of Determination (NOD) with the County Clerk within five working days of approval by the Board.

ACTION: Policy

Juan C. Perez, Director of Transportation & Land Management 10/19/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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 27, 2020
xc: TLMA

Kecia R. Harper
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	N/A	N/A	N/A	N/A
NET COUNTY COST	N/A	N/A	N/A	N/A
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Winchester Hills Specific Plan ("SP No. 293") was originally approved in 1997 to provide a mix of residential, commercial, and recreational land uses on over 2,000 acres located between the Winchester community and what is now the City of Menifee. Individual tract maps have been approved over the last two decades and have started to proceed to construction in recent years.

The last remaining major collective responsibility for the development of that area is the construction of a 34-acre regional sports park ("Sports Park") to serve the 4,592 units within or adjacent to SP No. 293. Each individual tract within SP No. 293 has a collective responsibility for the construction of the Sports Park. The area covered by SP No. 293 is not owned or being built by a master developer, but rather by a group of various builders and developers, which has made coordination of the acquisition and construction of the Sports Park difficult.

After numerous discussions involving County TLMA staff, the Valley-Wide Recreation and Park District ("Valley-Wide") staff, and the property owners of SP No. 293, it was determined that the most feasible path to assure that the Sports Park is completed as contemplated in SP No. 293 was to have the County enter into an agreement with those property owners that were interested in participating in a mechanism to satisfy their respective Sports Park conditions of approval, and a second agreement with Valley-Wide to facilitate the actual construction, operation and maintenance of the Sports Park.

Therefore, on July 7, 2020, Agenda Item 3.23, the Board of Supervisors approved the Public Parks Implementation Agreement between the County and a number of property owners within SP No. 293 to facilitate the acquisition of the Sports Park property as well the collection of the monetary contributions necessary in order to successfully construct the Sports Park. It also provides a voluntary contribution mechanism by which participating property owners can fulfil their obligations to cause the construction of the Sports Park by paying a per-unit contribution that will cover the cost of constructing the Sports Park.

The current Agreement being considered by the Board of Supervisors between the County and Valley-Wide facilitates the actual design, construction, operation and maintenance of the Sports Park, utilizing the funds collected under the Public Parks Implementation Agreement. The County will be responsible for the design and construction of the Sports Park in phases, funded

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by the contributions collected from property owners under the Public Parks Implementation Agreement. The County will turn over operation and maintenance of each phase of the Sports Park to Valley-Wide for operation and maintenance upon completion of construction of each phase. Upon completion of the entire Sports Park, County will turn over fee title of the Sports Park site to Valley-Wide.

Valley-Wide approved the agreement during its September 21, 2020 Board meeting.

Environmental Findings

In accordance with State CEQA Guidelines Section 15162, the Agreement will not result in any new significant environmental impacts not identified in certified EIR No. 380. The Agreement will not result in an increase in the severity of previously identified significant effects, does not propose any substantial changes which will require major revision to EIR No. 380, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible because of the following:

- A. The Agreement simply facilitates the construction, operation and maintenance of the Sports Park described in Winchester Hills Specific Plan No. 293 as amended, and all potential impacts have been adequately analyzed by EIR No. 380;
- B. The subject site was included within the project boundary analyzed in EIR No. 380;
- C. There are no changes to the mitigation measures included in EIR No. 380; and
- D. The Agreement does not propose any changes to the approved Winchester Hills Specific Plan No. 293 analyzed in EIR No. 380.

Therefore, the County finds that no further analysis under CEQA is required, and the Clerk of the Board will file the attached Notice of Determination with the County Clerk within five working days of approval by the Board of Supervisors.

Impact on Residents and Businesses

The impacts of the project have been evaluated through the public hearing process related to Specific Plan No. 293 and the previously adopted EIR.

Additional Fiscal Information

All funding will be sourced from contributions provided under the Public Parks Implementation Agreement; there is no General Fund obligation.

ATTACHMENTS

- ATTACHMENT A. Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County Specific Plan No. 293
- ATTACHMENT B. Notice of Determination

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Jason Farin, Principal Management Analyst 10/21/2020



Gregory H. Priamos, Director County Counsel 10/21/2020

**Agreement for
Design, Construction, Operation and Maintenance of a
Sports Park Located in Riverside County Specific Plan No. 293**

This Agreement, effective ____, 2020, is entered into by and between the County of Riverside ("County"), a political subdivision of the State of California, and the Valley-Wide Recreation and Park District ("Valley-Wide"), a special district created and operating in accordance with the Recreation and Park District Law (Pub. Res. Code §§ 5780 et seq). The County and Valley-Wide are sometimes referred to collectively as the "Parties" and individually as a "Party." The Parties agree as follows:

BACKGROUND

The Specific Plan

- A. In 1997, the County approved Specific Plan No. 293, also known as the Winchester Hills Specific Plan ("SP No. 293").
- B. Several developers have interests in property that is subject to SP No. 293 (the "Property Owners").
- C. As originally approved and amended since, SP No. 293 requires Property Owners to develop and dedicate improved parks.
- D. The original SP No. 293 included several conditions that required detailed park plans to be submitted to and approved by Valley-Wide before the County could issue any building permit for SP No. 293. Detailed plans for an approximately 34-acre sports park ("Sports Park"), to be located in Planning Area 28b of SP No. 293 were required by a building-permit threshold, and all the parks had to be delivered by certain building-permit thresholds.
- E. Amendment Nos. 1 through 4 to SP No. 293 preserved these requirements in substantially the same form, with some variation in building-permit thresholds.
- F. Amendment No. 5 to SP No. 293 ("SP No. 293A5") was approved by the County in 2009, and, like earlier amendments, it preserves and modifies building-permit thresholds for submission and approval of detailed park plans and for park construction and delivery.
- G. SP No. 293A5 also requires landowners to enter into cost-sharing agreements for parks before the owners may record a subdivision map.
- H. In practice, satisfying the cost-sharing-agreement conditions of approval has proven difficult, as they required competing landowners to agree as to their respective allocation of costs.

- I. Substantial Conformance No. 6 to SP No. 293 was then proposed, which would have stripped out the two cost-sharing-agreement conditions, but Substantial Conformance No. 6 was not approved.
- J. Substantial Conformance No. 7 to SP No. 293 was approved by the County on November 15, 2016 ("SP No. 293S7"), which clarifies implementation of park requirements. Among other things, SP No. 293S7 established five planning-area groups ("PAGs") to facilitate the allocation of park costs among groups of benefitted planning areas.

The Maps

- K. The County has approved several tentative tract maps since SP No. 293 was first approved in 1997.
- L. The conditions of approval for each tentative tract map require the property owner to enter into an agreement with Valley-Wide for the dedication of park-land or payment of in-lieu fees for the park obligations borne by the particular tract.
- M. Some tracts that are conditioned to provide improved parks under SP No. 293S7 do not include the park land itself; rather, the land lies in another tract or tracts. Tracts without park land are nevertheless bound by the SP No. 293S7 conditions of approval to share the cost of the land for the finished park, or parks, with those tracts that provide the land; and all tracts that benefit from a park must share in the cost of providing the park improvements.

Satisfying the Specific-Plan Conditions to Record Final Maps

- N. The SP No. 293S7 property owners have not entered into a global cost-sharing agreement among themselves.
- O. Some SP No. 293S7 property owners have desired to satisfy their park-related conditions so that they can record the final maps for their tracts and so have entered into park implementation agreements with Valley-Wide that obligate the developer to abide by the park conditions set forth in SP No. 293S7.

Substantial Conformance No. 7

- P. SP No. 293S7 allocates among the five PAGs, as summarized in Exhibit A, responsibility for designing and constructing the Sports Park.
- Q. The SP No. 293S7 property owners have not reached any agreements among themselves to coordinate the construction of the Sports Park phases that must be designed and constructed in accordance with SP No. 293S7.
- R. The County and Valley-Wide desire to ensure that parks are designed, improved, and dedicated as required by SP No. 293S7 and assist developers in satisfying all their park-related obligations.

County-Developer Agreement

- S. The County has reached an agreement with a number of the SP No. 293S7 property owners for the property owners to satisfy their obligations to design and construct the Sports Park ("County-Developer Agreement," a copy of which is attached hereto). As provided in Section 6 of the County-Developer Agreement, each property owner will pay a Sports Park-improvement contribution of approximately \$7,500 per dwelling unit to the County, which will be considered by County as full satisfaction of a property owner's conditions of approval as related to the design and construction of the Sports Park, and the County will design and construct the Sports Park in accordance with SP No. 293S7.
- T. Valley-Wide has established a community facilities district ("Sports Park CFD") to fund on-going maintenance and operation of the Sports Park based on Valley-Wide's current approved standards.
- U. Federal and state law require the Sports Park to be built to certain standards under relevant disability laws.
- V. The County has taken title to the Sports Park site.
- W. Valley-Wide desires for the County to design and construct the Sports Park, and County desires to do so, in accordance with the terms and conditions set forth in this Agreement.
- X. The County desires for Valley-Wide to take over maintenance and operation of the Sports Park, and Valley-Wide desires to do so, in accordance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Recitals set forth above, which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Title and Interim Maintenance.

- 1.1 Until the entire Sports Park is constructed and accepted by Valley-Wide, the County will retain title to the Sports Park site in accordance with the County-Developer Agreement.
- 1.2 The County will maintain each phase of the undeveloped Sports Park site until that phase is accepted by Valley-Wide for operation and maintenance.

2. Fees, Phases, and Construction Funding.

- 2.1 In accordance with the County-Developer Agreement, the County will collect a per-unit Sports Park contribution to fund the acquisition, design, and construction of the Sports Park.

- 2.2 The County is only obligated to construct or cause the construction of each phase of the Sports Park when the County, in its sole discretion, determines that sufficient funds for that phase are available.
- 2.3 If contributions paid by the property owners under the County-Developer Agreement are not sufficient to complete the design and construction of Sports Park in accordance with SP No. 293S7, the County will make its best efforts to pursue additional contributions from those property owners who are required to cause the acquisition, design, and construction of Sports Park as a condition of approval, but who are not contributing to the acquisition, design and construction of Sports Park under the County-Developer Agreement. The County and Valley-Wide will coordinate to pursue other potential funding sources, such as state or federal grants, as necessary to complete the Sports Park.
- 2.4 The County is not obligated to fund construction of any aspect of the Sports Park using County funds or other funding mechanisms.

3. Sports Park Plans.

- 3.1 County will prepare or cause to be prepared engineered plans for construction of Sports Park ("Sports Park Plans") when Valley-Wide notifies the County in writing that sufficient Sports Park CFD funds exist for the maintenance of one or more phases of Sports Park, and the County determines, in its sole discretion, that sufficient funds are available in accordance with the County-Developer Agreement for the design of Sports Park Plans and construction of that phase or those phases of the Sports Park.
- 3.2 County will provide complete draft Sports Park Plans to Valley-Wide for review and comment, including for compliance with the Americans with Disabilities Act ("ADA"). If a dispute arises as to whether the Sports Park Plans comply with ADA requirements, the County may hire a Certified Access Specialist ("CAsp") to determine compliance with ADA standards.
- 3.3 Within 30 calendar days of receipt of complete draft Sports Park Plans from County, Valley-Wide will provide County with written comments.
- 3.4 The County will prepare or cause to be prepared Sports Park Plans in accordance with both of the following:
 - (A) The Sports Park concept plan ("Concept Plan") that has already been approved by Valley-Wide and SP No. 293S7 property owners, a copy of which is attached hereto as Exhibit B, and
 - (B) The SP No. 293S7 conditions of approval and any subsequent amendment or substantial conformance to SP No. 293.

- 3.5 The approval of this Agreement also serves as County's approval of the Concept Plan. County will not vary from the Concept Plan without Valley-Wide's express written approval.
- 3.6 Valley-Wide will not add any requirement or feature to the Concept Plan unless Valley-Wide agrees to pay for any additional cost that results from the new requirement or feature.
- 3.7 Sports Park Plans will include and identify phasing plans for the construction of Sports Park.
- 3.8 Sports Park Plans will include locations of additional utility infrastructure for a possible future community center. Valley-Wide will be responsible for all costs associated with the construction of the future community center, including the additional utility infrastructure that is specific to the community center.
- 3.9 If the Parties disagree about the Sports Park Plans, the Parties will make a good-faith effort to reach an agreement.
 - (A) If the disagreement is about ADA compliance, the County will consult a third-party CASp, in accordance with paragraph 3.2 above, and the CASp's written determination will govern.
 - (B) If the disagreement is about a park-development standard, Valley-Wide's standard will apply unless the County's Board of Supervisors makes the findings required by paragraph 4.2 below.
 - (C) The County's Board of Supervisors will make the final determination about any other point of disagreement between the Parties with respect to the Sports Park Plans.

4. Sports Park Construction

- 4.1 County will endeavor to advertise, award, and administer a public works construction contract for one or more phases of the Sports Park based on final Sports Park Plans, and will select the lowest responsible bidder to construct one or more phases of Sports Park once all of the following conditions have been met:
 - (A) Collection of sufficient Sports Park contribution funds in accordance with County-Developer agreement for that phases or those phases, as solely determined by County; and
 - (B) Notification in writing from Valley-Wide to County that sufficient Sports Park CFD funds exist to operate and maintain that phase or those phases of Sports Park.
- 4.2 Sports Park will be constructed to satisfy both the County's and Valley-Wide's duly approved park development standards. If there is any conflict between the

County's and Valley-Wide's park development standards, the County will use Valley-Wide's standards (which were the basis for the Sports Park CFD assumptions), unless the County's Board of Supervisors finds, based on substantial evidence, that varying from Valley-Wide's standard will not increase maintenance costs above that which was projected for the Sports Park CFD.

- 4.3 Upon written request, the County will provide Valley-Wide with access to the Sports Park site during construction of a phase or phases for the purpose of documenting construction and field conditions. Valley-Wide will provide any and all comments regarding construction and field conditions directly to the County in writing.
- 4.4 The Sports Park will be constructed in compliance with ADA requirements. If a dispute arises as to whether ADA requirements are met, the County may hire a Certified Access Specialist ("CASP") to determine compliance with ADA standards.

5. Phased Acceptance of Sports Park for Operation and Maintenance

- 5.1 Within 30 days of substantially completing a Sports Park phase, the County will notify Valley-Wide in writing. The Parties will meet to inspect the substantially completed phase, and will create a mutually-acceptable punch-list based on that inspection of items that need to be completed or corrected to comply with the approved Sports Park Plans. The County will ensure that the phase is completed in accordance with the Sports Park Plans and this Agreement, and upon completion and final inspection, Valley-Wide will accept the phase ("Accepted Park Phase") and operate and maintain it in accordance with Section 6 below.
- 5.2 County will retain ownership of Sports Park site, including Accepted Park Phases, until such time as the entire Sports Park is constructed and Valley-Wide has accepted fee title to Sports Park site as provided herein.

6. License

- 6.1 County hereby grants to Valley-Wide the right to enter upon County-owned portions of Sports Park site for the purpose of operating and maintaining an Accepted Park Phase ("License"). It is expressly understood that this License does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in Sports Park site or portion thereof to Valley-Wide.
- 6.2 Valley-Wide will, at its sole cost and expense, maintain or cause to be maintained, all Accepted Park Phases, including but not limited to landscaping, cleanup, and maintenance of park features and parking areas, as well as any future improvements or structures, including community centers, in accordance with Valley-Wide's standards and procedures. Valley-Wide will be responsible for all recurring and normal maintenance of Accepted Park Phases.

- 6.3 Valley-Wide agrees to pay for all utility service provided to an Accepted Park Phase as part of Valley-Wide's maintenance and operational obligations under this License, including but not limited to electric, water, gas, sewer, and refuse collection.
- 6.4 Valley-Wide will not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition, or nuisance to occur on any Accepted Park Phase.
- 6.5 Valley-Wide will exercise reasonable due diligence in the protection of Accepted Park Phases against damage or destruction by fire, vandalism, or other cause.
- 6.6 Environmental Protection. Valley-Wide will not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, on Accepted Park Phases that could result in destruction of habitat or the contamination or pollution of Accepted Park Phases. Valley-Wide will at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended, with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, stormwater runoff, and other pollutants, including soil sediments, and will cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.
- 6.7 Hazardous Materials.
 - (A) Valley-Wide will not use or allow anyone else to use the Accepted Park Phases to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the maintenance or operation of its operations and activities as contemplated under this License. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this does not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this License or to normal maintenance and operation of the Accepted Park Phase.
 - (B) Valley-Wide will immediately notify the County in writing in the event of any release of hazardous material, violation of any environmental law, or an action brought by a third party against Valley-Wide alleging environmental damage. Valley-Wide will indemnify and hold County harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by Valley-Wide or any person or entity under its control.

- 6.8 Insurance. Without limiting or diminishing each Party's obligation to indemnify and hold the other harmless, each Party will procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to this insurance Section (§ 6.8) only, references to the "County" refer to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- (A) Workers' Compensation. If a Party has employees as defined by the State of California, the Party will maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy must include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy must be endorsed to waive subrogation in favor of the other Party.
 - (B) Commercial General Liability. Each Party will maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims that may arise from or out of that Party's performance of its obligations hereunder. The policy must name the other Party as an Additional Insured. The policy's limit of liability must not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it must apply separately to this agreement or be no less than two times the occurrence limit.
 - (C) Vehicle Liability. If vehicles or mobile equipment are used by a Party in the performance of its obligations under this Agreement, then that Party will maintain liability insurance for all owned, non-owned, or hired vehicles so used, in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it must apply separately to this agreement or be no less than two times the occurrence limit. The policy must name the other Party as an Additional Insured.
 - (D) Self-Insurance. The insurance requirements above may be met with a program of self-insurance; however, the administration of any self-insurance must be done in a manner as if all insurance requirement contained herein are part of the Party's self-insurance program.
- 6.9 Each Party will conduct formal background checks, to include either Live Scan or NCSI/SSCI, on each of its officers, agents, employees, volunteers, subcontractors, and independent contractors engaged in providing in-person services to minors on an Accepted Park Phase property. No officer, agent, employee, volunteer, subcontractor, or independent contractor of a Party is eligible to provide services

to a minor on-site under this license if he or she has not passed a formal background check.

- 6.10 This license automatically terminates upon Valley-Wide's acceptance of fee title to the Sports Park site.

7. **Acceptance of Title After Completion.** Upon completion of the final phase of Sports Park construction and acceptance by Valley-Wide for operation and maintenance, the County will offer and Valley-Wide will accept fee title to the entire Sports Park site, except for the flood-control channel. The flood-control channel will not be part of the site conveyed to Valley-Wide, but the County will give Valley-Wide a permanent access easement to use the shared-access road along the channel concurrently with conveyance of the fee interest in the completed phases to Valley-Wide and before conveying the County's interest in the flood-control channel to any other entity or person.

8. **Mutual Hold Harmless.**

- 8.1 The County will hold Valley-Wide harmless from any challenge to the validity or legality of the Agreement or the County-Developer Agreement.
- 8.2 Valley-Wide will hold the County, its officers, agents and employees harmless from liability to any person or entity not a party to this Agreement from any damage, loss, or injury to person or property that arises from the acts, negligence, or willful misconduct of Valley-Wide, its officers, agents, or employees in the execution or implementation of this Agreement, including the License.
- 8.3 The County will hold Valley-Wide, its officers, agents, and employees harmless from liability to any person or entity not a party to this Agreement from any damage, loss, or injury to person or property that arises from the acts, negligence, or willful misconduct of the County, its officers, agents, or employees in the execution or implementation of this Agreement, including the License.
- 8.4 Valley-Wide will hold the County harmless from any challenge associated with Valley-Wide's operation and maintenance of the Sports Park following Valley-Wide's acceptance of title to the Sports Park site under section 7 above.
- 8.5 A Party's duty to hold the other harmless under paragraph 8.1, 8.2, 8.3, or 8.4 above includes the obligation to defend the other Party. The defending Party has the right, at its cost, to use counsel of its choice and to adjust, settle, or compromise any claim, but this right does not limit the Party's duty to hold the other harmless as required above.
- 8.6 A Party's duty to hold the other harmless is satisfied when it provides the other with an appropriate form of dismissal relieving the other Party from any liability for the claim asserted.
- 8.7 The insurance required by section 6.8 above do not limit a Party's obligation to hold the other harmless from third-party claims.

8.8 If there is conflict between any part of this Agreement and California Civil Code section 2782, the Agreement must be interpreted to comply with the state law. Such interpretation does not relieve a Party from holding the other harmless to the fullest extent allowed by law.

9. **No Other Effect.** This Agreement only addresses construction and maintenance of the Sports Park. It has no effect on the County's, Valley-Wide's, or any developer's obligations with respect to other parks that are required under SP No. 293S7.

10. **Miscellaneous Provisions.**

10.1 **Entire Agreement; Modification.** This Agreement, together with the documents and agreements delivered by its terms and referred to in it, constitutes the entire agreement between the Parties pertaining to its subject matter. No modification of any term is binding unless the modification is in writing and signed by both Parties.

10.2 **Waiver.** No waiver of any term of this Agreement constitutes a waiver of any other provision. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving Party.

10.3 **Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

10.4 **Notices.** Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement must be in writing. Such notice must be personally served, sent by facsimile, sent by email, sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and will be deemed given: (1) if personally served, when delivered to the Party to whom such notice is addressed; (2) if given by facsimile or email, when sent; (3) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (4) if sent by a reputable overnight delivery service, such as Federal Express, when received. Any notice given by facsimile or email must be confirmed in writing, and such confirmation must be sent or delivered by any of the other means of delivery set forth in this paragraph, within 48 hours after notice was sent by facsimile or email. Such notice must be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such Party otherwise directs in writing to the other Party delivered or sent in accordance with this paragraph.

If to Valley-Wide:

Valley-Wide Recreation and Park District
P.O. Box 907
San Jacinto, CA 92581-0907
Attn: Dean Wetter, General Manager

If to County: County of Riverside TLMA
4080 Lemon Street
Riverside, CA 92501
Attn: Juan C. Perez

- 10.5 Binding Effect; Assignment. This Agreement binds and inures to the benefit of the Parties and their successors and assigns, but the Agreement cannot be assigned without prior written consent of the other Party.
- 10.6 Further Actions. Each of the parties hereto agrees to take all actions that are reasonably necessary to effectuate the intent and carry out the provisions of this Agreement including, without limitation, executing other documents to accomplish the purposes of this Agreement.
- 10.7 Choice of Law. This Agreement has been made and entered into in the State of California and in all respects must be interpreted, enforced, and governed in accordance with the laws of California.
- 10.8 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement must be filed in the appropriate state or federal court in Riverside County, California, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court or jurisdiction.
- 10.9 Attorneys' Fees. In the event of the bringing of an action, or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants, conditions, agreements or provisions by the other party arising out of this Agreement, each Party is responsible for the costs of their own attorneys' fees.
- 10.10 No Third-Party Beneficiary. This Agreement does not create, and must not be construed to create, any right enforceable by any person or entity of any kind that is not a Party to this Agreement.
- 10.11 Delegation of Authority. The County's Assistant CEO-TLMA is delegated the authority to implement the terms of this Agreement. Any significant changes or matters not known or contained in this Agreement, or requiring discretionary action may require future Board of Supervisors approval and an amendment to this Agreement.
- 10.12 Headings. The headings in this Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation.
- 10.13 Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties are

be deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals


(Signatures on following page.)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as indicated below.

RECOMMENDED FOR APPROVAL:

VALLEY-WIDE


By 
DEAN WETTER
General Manager

By 
NICK SCHOUTEN, President
Board of Directors

APPROVED AS TO FORM:
JEFF BALLINGER
General Counsel

ATTEST:
LANAY NEGREAT
Clerk of the Board

By 
TODD LEISEMAN
Assistant General Counsel

By 

(SEAL)


RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By


JUAN C. PEREZ
Assistant CEO - TLMA

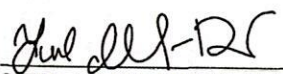
By


V. MANUEL PEREZ, Chairman
Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER
Clerk of the Board

By


LEILA MOSHREF-DANESH
Deputy County Counsel

By


Deputy

(SEAL)

EXHIBIT A

SUMMARY OF SP NO. 293 S7 OBLIGATIONS FOR REGIONAL SPORTS PARK

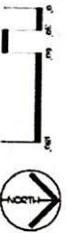
	Design	Construction
	Detailed park construction plans for the regional sports park must be approved by the County and Valley-Wide prior to issuance of this building permit in the PAG:	The minimum additional acreage of the regional sports park that must be constructed and fully operable and acceptable to Valley-Wide and the County, before the issuance of this building permit in the PAG:
PAG 1	100th	8.2 acres, by the 401st BP
PAG 2	200th	13 acres, by the 850th BP
PAG 3	200th	4.6 acres, by the 575th BP
PAG 4	200th	8.9 acres, by the 750th BP
PAG 5	200th	4.2 acres, by the 575th BP

EXHIBIT B
CONCEPT PLAN

(Follows this page)



VALLEYWIDE RECREATION & PARK DISTRICT
 DEAN WELCH, Landscape Designer
 9/13/19
 OFFICE OF THE VALLEYWIDE RECREATION & PARK DISTRICT



Winchester Ranch Sports Park

10 SEPTEMBER 1, 2017



- LEGEND**
- 1. Lawn
 - 2. Planting Area
 - 3. Private Use
 - 4. Volunteer Personnel
 - 5. 200' x 100' x 10' Wood Deck
 - 6. 200' x 100' x 10' Wood Deck
 - 7. 200' x 100' x 10' Wood Deck
 - 8. 200' x 100' x 10' Wood Deck
 - 9. 200' x 100' x 10' Wood Deck
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 - 100. 200' x 100' x 10' Wood Deck

Winchester Ranch

EXHIBIT C

County-Developer Agreement

(Follows this page)

PUBLIC PARKS IMPLEMENTATION AGREEMENT
FOR SPECIFIC PLAN NO. 293
AS AMENDED THROUGH
AMENDMENT NO. 5 AND SUBSTANTIAL CONFORMANCE NO. 7

This Implementation Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County");

and

SR CONESTOGA, LLC, a Delaware limited liability company,
COPPER SKYE, LLC, a California limited liability company,
WINCHESTER MEADOWS, LLC, a California limited liability company,
THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest and THE PAUL & DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest who are successors in interest by assignment from MEADOW VISTA HOLDINGS, LLC, a California limited liability company,
RANCHOS PROPERTY, a California general partnership, as to an undivided 98% tenancy in common interest, RANCON REAL ESTATE CORPORATION, a California corporation, as to an undivided 2% tenancy in common interest,
LA VENTANA 242, LLC, a California limited liability company,
CADO INDIGO LLC, a California limited liability company,
WFP PARTNERS 2, LLC, a California limited liability company,
FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation,
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation, and
SAN PEDRO FARM-RANCON, LLC, a California limited liability company

(collectively, "Property Owners" and at times individually, "Property Owner"). The County and the Property Owners are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party". The Parties hereto agree as follows:

RECITALS:

A. On November 15, 2016, the County approved Specific Plan No. 293, as amended through Amendment No. 5 and Substantial Conformance No. 7 ("SP No. 293"), for Winchester Hills. SP No. 293 includes Tract Nos. 30266-1, 30266-2, 30322-1, 30322, 30806, 30807, 30808-1, 30808-2, 30808, 30809, 30976, 30977, 31100, 31142, 31632-1, 31632, 31633, 31892, 32816, 32817, 32818, 33145, 33498, 33743, 34677, 36288, 36467, 36471-1, 36417-2, 36417 (collectively the "Tracts" and at times individually, "Tract"), which are all located within an unincorporated part of Riverside County.

B. The Property Owners' respective Tracts and housing units are provided in Exhibit "A" attached hereto and incorporated by this reference.

C. The conditions of approval for SP No. 293, in accordance with the Land Use Plan for SP No. 293 and in combination with the conditions of approval for the individual Tracts

referenced herein, require Property Owners to construct or cause the construction of a number of parks, including an approximately 34-acre sports park ("Sports Park"), located in Planning Area 28 of SP No. 293, as well as several smaller community parks ("Community Parks), also all located within SP No. 293.

D. The Parties desire to enter into this Agreement in order to coordinate and facilitate the acquisition of property for ("Sports Park Site"), and construction of, the Sports Park as required by the conditions of approval for SP No. 293 and consistent with the Land Use Plan for SP No. 293, attached hereto and incorporated herein by reference as Exhibit "B" ("Land Use Plan").

E. A conceptual drawing of the Sports Park is attached hereto and incorporated herein by this reference as Exhibit "C" ("Conceptual Drawing").

F. The total cost for the acquisition of the land for, and construction of, Sports Park is \$34,420,636 ("Sports Park Cost"), which will be adjusted periodically to account for changes in the Consumer Price Index. The Sports Park Cost as shown on Exhibit "D" ("Sports Park Cost"), attached hereto and incorporated herein by this reference, is to be divided by the total number of housing units subject to this Agreement ("Per-Unit Sports Park Contribution"). The total number of housing units subject to this Agreement is 4,592. Therefore, the Per-Unit Sports Park Contribution for each of the Property Owners is \$7,495.78, as may be adjusted to account for changes in the Consumer Price Index.

G. Property Owners hereby voluntarily agree to each pay the Per-Unit Sports Park Contribution in order to satisfy their applicable Sports Park condition of approval as solely related to the design and construction of the Sports Park.

H. County intends to enter into a separate agreement with Valley-Wide Recreation & Parks District ("Valley-Wide") to memorialize the terms of the design and construction of Sports Park ("Valley-Wide Agreement").

I. Parties acknowledge and recognize that final maps are recorded for Tract Nos. 30266-1, 30266-2, 30322-1, 30322, 30809, and 31632, and were recorded prior to the approval of SP No. 293 as amended through Amendment No. 5 and Substantial Conformance No. 7. Therefore, the owners of these Tracts will not be required to pay any additional amount beyond what has already been determined by the County and Valley-Wide for the development of those Tracts. Therefore, the owners of Tract Nos. 30266-1, 30266-2, 30322-1, 30322, 30809, and 31632 are not party to this Agreement.

J. Property Owners recognize and acknowledge that they are still responsible for satisfying their respective Specific Plan and Tract conditions of approval as related to Community Parks in coordination with Valley-Wide.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Recitals set forth above which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Purchase and Conveyance of Sports Park Site. Within 180 calendar days following the Effective Date of this Agreement, Property Owners shall have contributed adequate money in order that the Sports Park Site can be purchased from Streamside Investments, L.P., a California Limited Partnership, which is the current owner of Sports Park Site, and will be the "Seller" pursuant to an escrow ("Sports Park Purchase Escrow") with First American Title Insurance Company ("Escrow Company"), in order that the County can: (i) be provided fee title to the Sports Park Site by grant deed from the Seller, and (ii) be provided title insurance from First American Title Insurance Company such that, in the sole discretion of the County, there are no unacceptable title issues or property conditions, to hold on behalf of Valley-Wide in accordance with the Valley-Wide Agreement ("Close of the Sports Park Purchase Escrow"). The 180 calendar day timeline set forth herein for Close of the Sports Park Purchase Escrow may be extended up to an additional 180 calendar days upon written approval of the County in accordance with Section 26 herein. All costs associated with the Sports Park Purchase Escrow shall be paid in accordance with the purchase and sale agreement for Sports Park Site or by Sports Park Contribution funds provided by the Property Owners.

For purposes of clarity, the Property Owners agree that the County shall not bear any liability, cost, or expense in connection with the Sports Park Purchase Escrow.

2. County Coordination with Valley-Wide. County agrees to coordinate with Valley-Wide to transfer ownership of the Sports Park Site to Valley-Wide in accordance with the Valley-Wide Agreement.

3. Site Purchase Credit. Property Owners who contributed funds for the purchase of the Sports Park Site in accordance with Section 1 of this Agreement shall be entitled to a credit against their Per-Unit Sports Park Contribution in an amount equal to their contribution for the purchase of Sports Park Site ("Site Purchase Credit"). Upon the deposit of monies into the Sports Park Purchase Escrow in accordance with Section 1 herein, Property Owners shall cause Escrow Company to provide written evidence confirming the exact amount of monies paid by each Property Owner to both the Property Owners and the County ("Evidence of Sports Park Site Contributions"). Upon receipt of the Evidence of Sports Park Site Contributions from Escrow Company, the County shall issue Site Purchase Credit. Notwithstanding any other term in this Agreement, the total amount of issuable Site Purchase Credit shall not exceed the dollar amount provided in Exhibit "D" for Land Acquisition.

4. Preparation and Submittal of Sports Park Plans. Within one year after receiving a written request in accordance with Section 24 of this Agreement from Valley-Wide to prepare plans for the Sports Park, County will prepare or cause to be prepared engineered plans for the Sports Park ("Sports Park Plans") in accordance with Exhibit "C", and submit the Sports Park Plans to Valley-Wide for review and comment in accordance with the Memorandum of Understanding between the County and Valley-Wide.

5. Per-Unit Sports Park Contribution. The Property Owners shall pay the applicable Per-Unit Sports Park Contribution for each housing unit in their respective Tract as shown on Exhibit A, or the number of lots that are recorded within phased maps, subsequent maps, revised or amended maps, prior to the issuance of the building permit for each housing unit for which the applicable Sports Park Contribution has been paid.

The Per-Unit Sports Park Contribution of \$7,495.78 due and payable to the County shall be reduced by any Site Purchase Credit, if applicable, provided to the Property Owner. County will transmit the Per-Unit Sports Park Contribution to Valley-Wide on behalf of each Property Owner in accordance with Valley-Wide Agreement.

After the Effective Date of this Agreement, the County agrees that any Property Owner may record any Tracts upon fulfillment of all Conditions of Approval required for map recordation, and compliance with this Agreement, Riverside County Ordinance No. 460, and the Subdivision Map Act. County further agrees that it is not necessary for any Property Owner to pay 100% of the Sports Park Contribution for all the housing units within the Property Owner's Tract at once.

6. Sports Park Condition of Approval Clearance. For each of the individual Tracts, County shall consider the applicable conditions of approval related to the design and construction of the Sports Park satisfied on the condition that the following obligations are met in accordance with the provisions of this Agreement:

- a. Within 90 calendar days after the Effective Date of this Agreement, such Property Owner has paid the Per-Unit Sports Park Contribution in accordance with the number of units for which a building permit is to be issued (such funds to be held in accordance with Section 7 herein), and has ultimately paid the Per-Unit Sports Park Contribution for all the housing units within the Property Owner's Tract;

OR

- b. (i) Property Owners obtained fee title to the Sports Park Site and conveyed fee title of the Sports Park Site to County in accordance with Section 1 of this Agreement, and (ii) such Property Owner has ultimately paid the Per-Unit Sports Park Contribution for all the housing units within the Property Owner's Tract, but with the understanding that the Per-Unit Sports Park Contributions are to be paid in accordance with the number of units for which a building permit is to be issued.

7. Escrow Account. After the Effective Date of this Agreement and until the Close of the Sports Park Purchase Escrow, the County agrees that any Per-Unit Sports Park Contributions (including but not limited to any paid in accordance with Section 6.a. herein) shall be paid into the Sports Park Purchase Escrow as defined in Section 1 herein. After the Close of the Sports Park Purchase Escrow, (i) any Sports Park Contribution funds received by the County thereafter will be kept in a separately maintained account ("County Account for SP 293 Sports Park"), to be spent on the Sports Park Cost by disbursements or transfers to Valley-Wide in accordance with the Valley-Wide Agreement, and (ii) the County will provide the Property Owners with an accounting of the County Account for SP 293 Sports Park within 30 calendar days after receipt of a written request for an accounting, by notice given in accordance with Section 24 herein. The Property Owners acknowledge and agree the County shall be entitled to utilize the first \$150,000 in the County Account for SP 293 Sports Park to provide the funds in order that the County may collect Sports Park Contribution, administer this Agreement, prepare or cause the preparation of Sports Park Plans, and accept and transfer the Sports Park Site as specified in line item "G" on Exhibit "D".

8. County Administration. County may use Sports Park Contribution funds in an amount not to exceed \$150,000.00 to pay for the administration of this Agreement as well as the preparation of Sports Park Plans in accordance with Section 4 herein.

9. Application. Notwithstanding any other provision in this Agreement, this Agreement is intended to implement, clarify, and be consistent with the Conditions of Approval for SP No. 293 and the Land Use Plan.

10. Consumer Price Index. The Parties hereby acknowledge and agree that the Sports Park Cost will increase periodically based on the Consumer Price Index, and that the Per-Unit Sports Park Contribution will also increase accordingly.

11. Indemnification. Property Owners shall defend, indemnify and hold harmless the County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives agents, officers and employees ("Indemnitees") from any claim, action, or proceeding brought or asserted by a third person or entity against the Indemnitees to attack, set aside, void, or annul this Agreement or any other action arising from or in connection with this Agreement, including but not limited to, the approval of SP No. 293, conditions of approval imposed on SP 293 by the County or any of its agencies, departments, commissions, agents, officers or employees or to impose personal liability against such agents, officers or employees resulting from their involvement in this Agreement, which claim, action, or proceeding is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from the County.

Property Owners shall defend, at their sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. To the extent that the County uses any of its resources responding to such claims, action, or proceeding, Property Owners will reimburse the County within thirty (30) calendar days of the submission of an itemized statement for these resources. Such resources include, but are not limited to the reasonable expenses and charges related to staff time including the Office of County Counsel, court costs, and any other reasonable direct or indirect costs associated with responding to the claim, action or proceeding.

Property Owners' obligation hereunder shall be satisfied when Property Owners have provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

12. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable or inequitable or would otherwise frustrate the purposes of this Agreement.

13. Attorneys' Fees. In the event of the bringing of an action, or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants, conditions, agreements or provisions by the other party arising out of this Agreement, each party shall be

responsible for the costs of their own attorneys' fees.

14. No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

15. Manner of Construction. The parties to this Agreement, and each of them, acknowledge (a) this Agreement and its reduction to final written form is the result of good faith negotiations between the parties and through their respective counsel, and (b) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary to effectuate the intent, and to carry out the provisions, of this Agreement including, without limitation, executing other documents to accomplish the purposes of this Agreement.

17. Authority to Execute. Each individual signing this Agreement in a representative capacity represents that s/he is duly authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his/her signature is affixed.

18. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts signed in the aggregate shall constitute a single, original instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof (*pdf*) shall be deemed to constitute duplicate originals.

19. Choice of Law. This Agreement has been made and entered into in the State of California and shall in all respects be interpreted, enforced and governed in accordance with the laws of California.

20. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

21. Compliance with Laws and Regulations. By executing this Agreement, Property Owners agree to comply with all applicable federal, state and local laws, regulations and ordinances.

22. Assignment. The interest of any Property Owner under this Agreement shall be appurtenant to the property owned by such Property Owner, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the concurrent transfer of title to the property owned by such Property Owner or a portion thereof, and then only as to, and to the grantee of title the property owned by such Property Owner or a portion thereof, and then only if

such grantee has assumed the obligations of its transferor under this Agreement arising from and after such transfer as to the property so transferred, whereupon such grantee shall automatically be entitled to be a beneficiary of this Agreement as if the transferee was the original Property Owner ("Permitted Assignee"). Upon a transfer to and assumption by a Permitted Assignee pursuant to the immediately preceding sentence, the transferor shall be released from liability under this Agreement for the obligations so assumed, without any further action by any other Party. Any purported transfer of a Property Owner's interest in this Agreement to any party other than a Permitted Assignee shall be null and void. Subject to the foregoing restrictions, the provisions of this Agreement shall be binding upon and inure to the benefit of all affiliates, parent corporations, subsidiaries, assigns, successors-in-interest, personal representatives, administrators, heirs, devisees and legatees of the Parties.

23. Amendment. Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

24. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by facsimile, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and shall be deemed given: (1) if personally served, when delivered to the Party to whom such notice is addressed; (2) if given by facsimile when sent; (3) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (4) if sent by a reputable overnight delivery service, such as Federal Express, when received. Any notice given by facsimile shall be confirmed in writing, and such confirmation shall be sent or delivered by any of the other means of delivery set forth in this Section, within forty-eight (48) hours after notice was sent by facsimile. Such notices shall be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to Property Owners: See attached Exhibit "E" for mailing address list

If to County: County of Riverside TLMA
4080 Lemon Street
Riverside, CA 92501
Attn: Juan Perez

25. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a Party to this Agreement.

26. Delegation of Authority. The County's Assistant CEO – TLMA is delegated the authority to implement the terms of this Agreement, including consenting to the 180 calendar day extension of time as provided in Section 1 herein. Any significant changes or matters not known or contained in this Agreement, or requiring discretionary action may require future Board of

Supervisors approval and an amendment to this Agreement in accordance with Section 23 herein.

27. Effective Date. The effective date of this Agreement is the date the parties execute the Agreement ("Effective Date"). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.


Remainder of page left blank and signatures on following pages

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth hereinafter intending it to become effective as of the Effective Date.

DATED: July 7, 2020

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
JUAN C. PEREZ
Assistant CEO - TLMA

By 
V. MANUEL PEREZ, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)

PROPERTY OWNER

SR CONESTOGA, LLC,
a Delaware limited liability company

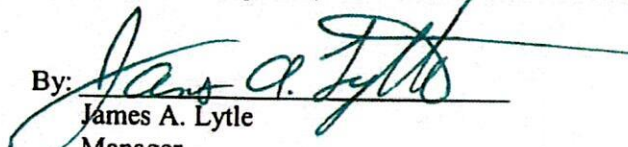
DATED: 5/31/2020

By: Its Co-Managing Members

By: Strata Conestoga, LLC, a Delaware limited liability company

By: 
David C. Michan
Manager

By: Conestoga Development, a California limited liability company

By: 
James A. Lytle
Manager

PROPERTY OWNER

COPPER SKYE, LLC,
a California limited liability company
By: Its Managers

DATED: _____

By: _____
Douglas W. Jensen, Manager

Marker Investments, LLC,
a limited liability company, Manager

By: _____
Marc Perlman
President

PROPERTY OWNER

SR CONESTOGA, LLC,
a Delaware limited liability company

DATED: _____

By: Its Co-Managing Members

By: Strata Conestoga, LLC, a Delaware limited liability company

By: _____
David C. Michan
Manager

By: Conestoga Development, a California limited liability company

By: _____
James A. Lytle
Manager

PROPERTY OWNER

COPPER SKYE, LLC,
a California limited liability company
By: Its Managers

DATED: 6-1-20

By: 
Douglas W. Jensen, Manager

Marker Investments, LLC,
a limited liability company, Manager

By: 
Marc Periman
President

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: 6-1-2020

By: R.K.E. Companies, Inc.
Its Manager

By: Robert W. Love
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: _____


By: R.K.E. Companies, Inc.
Its Manager

By: _____
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: 5.27.2020

By: 
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: _____

By: R.K.E. Companies, Inc.
Its Manager

By: _____
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: MAY 29, 2020

By: 
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

RANCHOS PROPERTY

a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: 
Nanci Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION

a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: 
Mike Diaz
President

PROPERTY OWNER

LA VENTANA 242, LLC

a California limited liability company

DATED: _____

By: _____
Kyung Moo Kim, Manager

PROPERTY OWNER

RANCHOS PROPERTY
a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: _____
Nancy Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION
a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: Mike Diaz
Mike Diaz
President

PROPERTY OWNER

LA VENTANA 242, LLC
a California limited liability company

DATED: _____

By: _____
Kyung Moo Kim, Manager

PROPERTY OWNER

RANCHOS PROPERTY
a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: _____
Nancy Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION
a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: Mike Diaz
Mike Diaz
President

PROPERTY OWNER

LA VENTANA 242, LLC
a California limited liability company

DATED: 6/1/2020

By: Kyung Moo Kim
Kyung Moo Kim, Manager

PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: 6/1/20

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: Alex Zikakis
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: _____

By: _____
Kevin D. Wieck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: _____

By: _____
Thomas H. Burleson
Senior Vice President

PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: _____

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: _____
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: 6/1/2020

By: 
Kevin D. Wieck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: _____

By: _____
Thomas H. Burleson
Senior Vice President

PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: _____

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: _____
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: _____

By: _____
Kevin D. Wieck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: 6/1/20

By: Daniel C Bartok
~~Thomas H. Burleson~~ DANIEL C BARTOK
~~Senior Vice President~~ CHIEF EXECUTIVE OFFICER

PROPERTY OWNER

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. DATED: 5/26/20
a California Corporation

By: Barbara M. Murakami
Barbara M. Murakami
Vice President
Or
Jennifer O'Leary
Assistant Secretary

SAN PEDRO FARM-RANCON, LLC
a California limited liability company

By: RANCON EQUITY PARTNERS III, LLC
a California limited liability company
Its Manager

DATED: _____

By: _____
Daniel L. Stephenson
Its Co-Manager

By: PACWEST GROUP, INC.
a California corporation
Its Co-Manager

DATED: _____

By: _____
Daniel L. Stephenson
Its President

PROPERTY OWNER

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. DATED: _____
a California Corporation

By: _____
Barbara M. Murakami
Vice President
Or
Jennifer O'Leary
Assistant Secretary

SAN PEDRO FARM-RANCON, LLC
a California limited liability company

By: RANCON EQUITY PARTNERS III, LLC
a California limited liability company
Its Manager

DATED: May 29, 2020

By: 
Daniel L. Stephenson
Its Co-Manager

By: PACWEST GROUP, INC.
a California corporation
Its Co-Manager

DATED: May 29, 2020

By: 
Daniel L. Stephenson
Its President

Exhibit "A"
PROPERTY OWNERS'
RESPECTIVE TRACTS AND HOUSING UNITS

Property Owner	Tract No (s)	# of Lots
SR Conestoga, LLC	30806	182
SR Conestoga, LLC	30807	190
* West Sac Rivers, LLC	30976	152
* Kathy Warner Separate Property Trust	30977	553
La Ventana 242, LLC	31100	221
SR Conestoga, LLC	31142	168
SR Conestoga, LLC	31633	129
Forestar (USA) Real Estate Group, Inc. / D. R. Horton	31892	376
*The Woods (Riverside) Venture, L.L.L.P.	32816	84
*The Woods (Riverside) Venture, L.L.L.P.	32817	100
*The Woods (Riverside) Venture, L.L.L.P.	32818	252
Copper Skye, LLC	33145	276
Winchester Meadows, LLC	33498	225
The Woods (Riverside) Venture, L.L.L.P.	33743	57
Ranchos Property / Rancon Real Estate Corporation	34677	420
The Jacinto Family Limited Partnership The Paul & Debra Marx Family Limited Partnership	36288	72
San Pedro Farm-Rancon, LLC	36467	483
Cado Indigo, LLC	30808-1	104
* Pelican Landing, LP	30808-2	140
* Joan and John Oostdam	30808	102
WFP Partners 2, LLC	31632-1	78
Winchester Meadows, LLC	36417-1	65
Winchester Meadows, LLC	36417-2	99
Winchester Meadows, LLC	36417	64

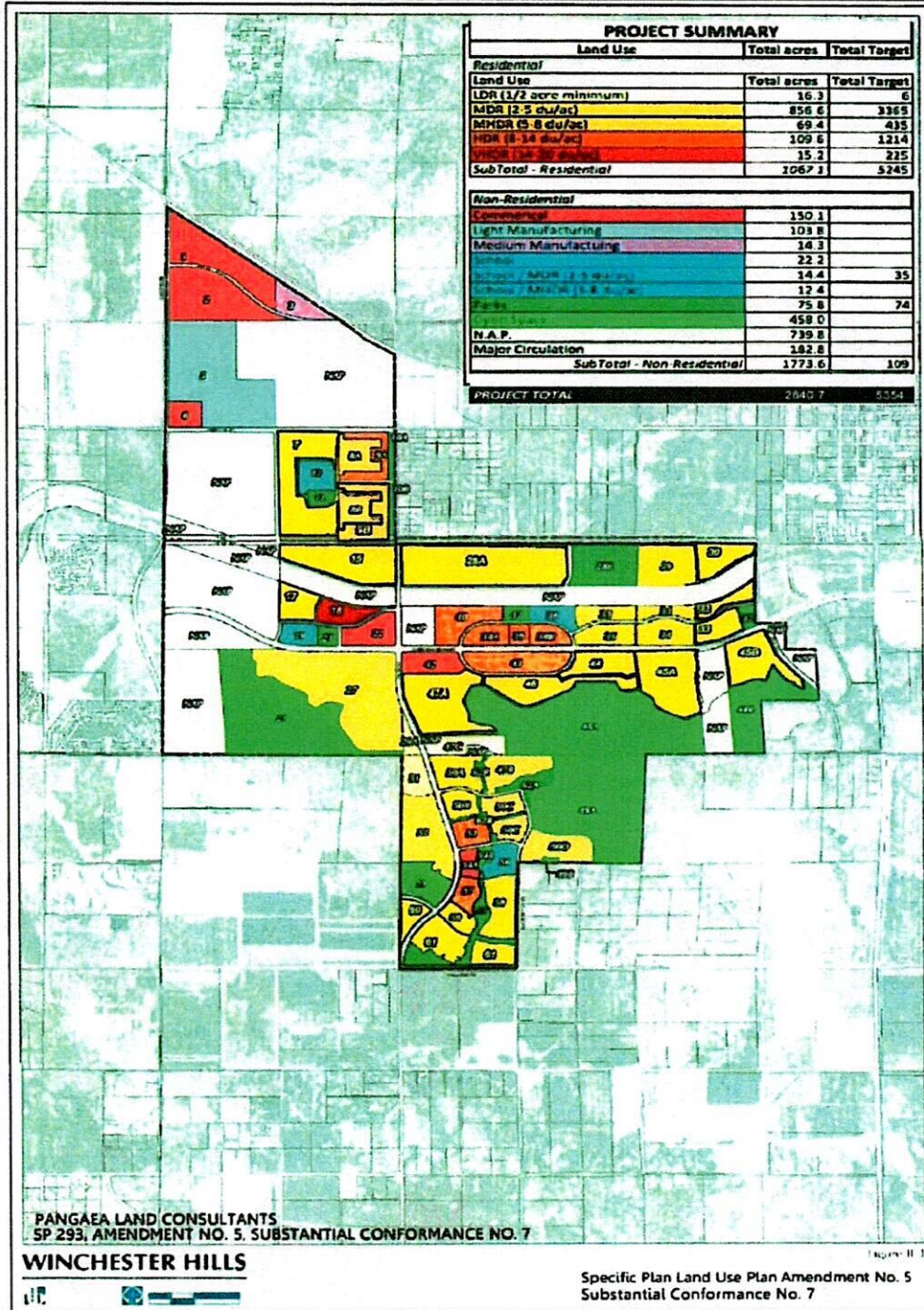
4592

* Indicates – Not a party to this agreement but responsible for satisfying Conditions pursuant to Specific Plan No. 293, as amended through Amendment No. 5 and Substantial Conformance No. 7

EXHIBIT "B" LAND USE PLAN

WINCHESTER HILLS

II. SPECIFIC PLAN



WAR



Exhibit "D"
SPORTS PARK COST

A.	Sports Park construction (Cummings Conceptual Design 5/6/19)	\$28,730,636
B.	Land acquisition	\$ 2,000,000
C.	Design/final drawings	\$ 1,500,000
D.	Olive Ave improvements	\$ 1,000,000
F.	Sports Park dirt import	\$ 240,000
G.	County costs to administer agreement, collect fees, accept and transfer Sports Park Site	\$ 150,000
H.	Maintenance of unimproved Sports Park Site (\$80,000/yr x 10 years)	<u>\$ 800,000</u>
		<u>\$34,420,636</u>

Exhibit "E"
PROPERTY OWNERS' MAILING LIST FOR NOTICE

Property Owner	Address	Contact
SR Conestoga, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Copper Skye, LLC	427 S. Cedros Avenue, Suite 201 Solana Beach, CA 92075	Marc Perlman
Winchester Meadows, LLC	1064 Pescador Drive Newport Beach, CA 92660	Robert Love
The Jacinto Family Limited Partnership	3951 Sierra Linda Drive Escondido, CA 92025	David Jacinto
The Paul & Debra Marx Family Limited Partnership	3951 Sierra Linda Drive Escondido, CA 92025	Paul Marx
Ranchos Property	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
San Pedro Farm-Rancon, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Rancon Real Estate Corporation	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
La Ventana 242, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Cado Indigo, LLC	1545 Faraday Ave., Carlsbad, CA 92008	Mark Hayden
WFP Partners 2, LLC	P.O. Box 1978 Rancho Santa Fe, CA 92067	Kevin Wieck
Forestar (USA) Real Estate Group, Inc.	2280 Wardlow Circle #100 Corona, CA 92880	Jennifer O'Leary
D.R. Horton Los Angeles Holding Company, Inc.	2280 Wardlow Circle #100 Corona, CA 92880	Jennifer O'Leary



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

10/29/20
Date

PR
Initial



NOTICE OF DETERMINATION

RIVERSIDE COUNTY TRANSPORTATION AND LAND MANAGEMENT AGENCY

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507


Lead Agency: Riverside County TLMA
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Subject: Filing of Notice of Determination related to EIR No. 380, Nothing Further is Required
SCH# 1991082004

PROJECT NAME: Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located
in Riverside County Specific Plan No. 293 ("Agreement")

DESCRIPTION AND LOCATION: The Winchester Hills Specific Plan No. 293 ("SP") and Environmental
Impact Report ("EIR") were prepared and certified by the Riverside County Board of Supervisors ("County") on
October 28, 2007. The SP included a mix of land uses on a 2,065 acre project site. The Conditions of Approval of
the SP require the construction of an approximately 34-acre Sports Park ("Sports Park") located in Planning Area
No. 28b. Pursuant to and consistent with the SP's EIR and Conditions of Approval, the Agreement facilitates the
design, construction, operation and maintenance of an approximately 34-acre sports park located in Planning Area
28b of the SP.

CEQA Determination: This is to advise that the County has determined that Nothing Further Is
Required under the California Environmental Quality Act ("CEQA") because all potentially significant
effects on the environment have been adequately analyzed in the previously certified Environmental
Impact Report No. 380, pursuant to applicable legal standards and have been avoided or mitigated
pursuant to that earlier EIR, and none of the conditions described in CEQA Guidelines Section 15162
exist.



Juan C. Perez

Title Assistant County Executive
Officer, TLMA

Date 10/20/20

HEARING BODY OR OFFICER

XX Board of Supervisors
____ Planning Commission

ACTION ON PROJECT

____ Approval
____ Disapproval

Date: _____


Verifying:

Board Asst
Title:

10.27.20
Date:

For County Clerk Use

OCT 27 2020 3.22