

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



ITEM: 3.72
(ID # 15535)

MEETING DATE:

Tuesday, June 29, 2021

FROM: TLMA-TRANSPORTATION:

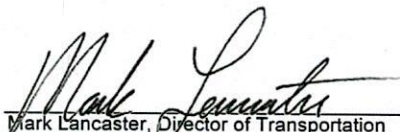
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of Second Assignment, Assumption and Amendment to the Joint Community Facilities Agreement (Flood Control Improvements) for Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch) Between the County of Riverside, the Riverside County Flood Control and Water Conservation District, the City of Temecula, the Temecula Public Financing Authority, the Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch), Roripaugh Valley Restoration, LLC and Woodside 05S, LP. District 3. [\$0] (Companion Item to MT Item No. 15529)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Second Assignment, Assumption and Amendment to the Joint Community Facilities Agreement for Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch) by and between the County of Riverside, the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), the City of Temecula (City), the Temecula Public Financing Authority (Authority), the Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch) (CFD), Roripaugh Valley Restoration, LLC (Assignor), and Woodside 05S, LP (Developer); and
2. Authorize the Chair of the Board to execute the same.

ACTION: Policy


Mark Lancaster, Director of Transportation

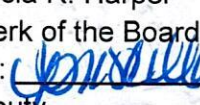
6/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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 29, 2021
xc: Transp.

(companion item 11.2)

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: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Woodside 05S, LP (Developer) has acquired certain real property from Roripaugh Valley Restoration, LLC (Assignor) within the Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch). Assignor unconditionally conveys to Developer all rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to CFD 03-02 (Roripaugh) pursuant to the Joint Community Facilities Agreement (JCFA), dated January 4, 2005 (Agenda Item No. 3.37) entered into by and among the County, District, County, City, Authority and Ashby USA, LLC (Previous Developer).

Additionally, the Developer agrees to perform all remaining duties, liabilities, obligations, and responsibilities of the Assignor with respect to 03-02 (Roripaugh Ranch) as provided in the JCFA and pursuant to that certain Assignment of Contracts dated September 13, 2011, (Agenda Item No. 3.98) entered into by and among the County, District, City, Authority, Temecula Community Services District and Assignor.

The Second Assignment, Assumption and Amendment to Joint Community Facilities Agreement is necessary to transfer the rights and responsibilities as established by Assignor to Developer. Once executed, the Developer will complete the construction of the proposed Santa Gertrudis Creek Channel and associated underground storm drains.

Pursuant to Section 6.3 of the JCFA, the County, District, City, Authority, and the CFD must give written consent to the assignment of duties and obligation of the Assignor. It is recommended that the assignment of this agreement be given to Woodside 05S, LP.

County Counsel has approved the Second Assignment, Assumption and Amendment JCFA as to legal form. The City, the Authority, the CFD, the Assignor and Developer have executed the Second Assignment, Assumption and Amendment Flood Control Improvements JCFA. A companion item appears on the Riverside County Flood Control and Water Conservation District agenda this same date.

Impact on Residents and Businesses

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

Local residents will benefit from the flood control improvements that are financed and acquired by means of this Flood Control Improvements JCFA.

Additional Fiscal Information

Future operations and maintenance costs associated with said mainline storm drain facility will accrue to the District.

ATTACHMENTS:

Vicinity Map

Second Assignment, Assumption and Amendment to Joint Community Facilities Agreement



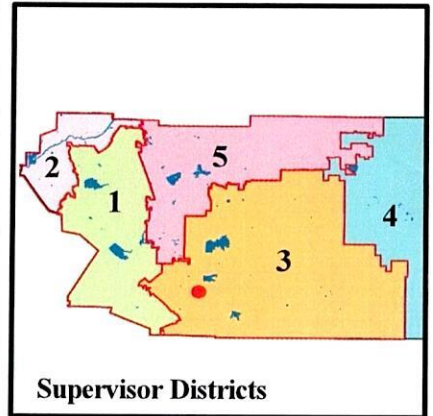
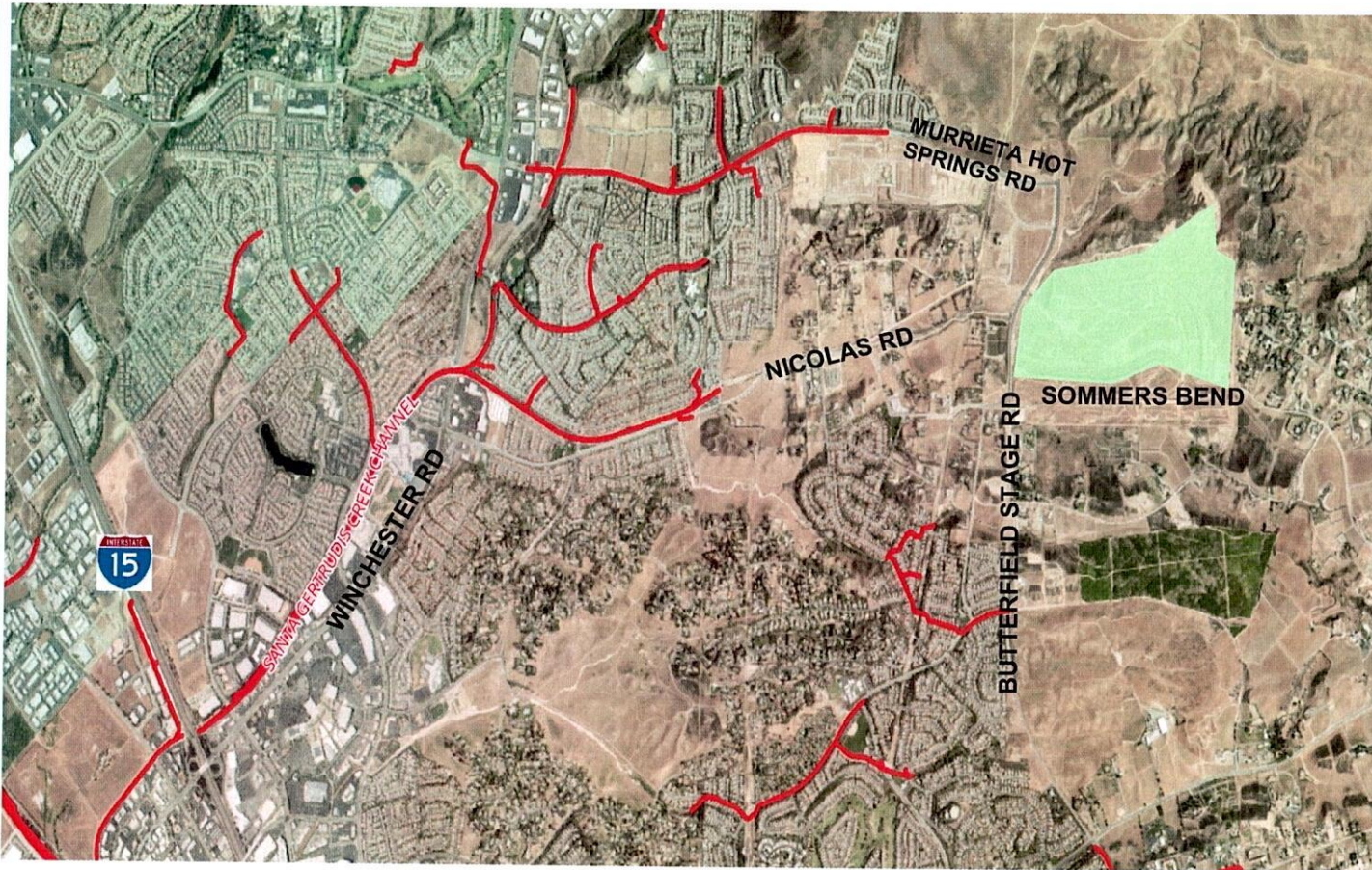
Jason Farin, Principal Management Analyst

6/22/2021



Gregory L. Priamos, Director County Counsel

6/16/2021



LEGEND:

- Existing Facilities
- Project Vicinity
- Supervisorial District 3

DESCRIPTION:

Temecula Public Financing
Authority Community Facilities
District No. 03-02
(Roripaugh Ranch)



VICINITY MAP



Attachment 1

SECOND ASSIGNMENT, ASSUMPTION AND AMENDMENT TO THE
JOINT COMMUNITY FACILITIES AGREEMENT

Temecula Public Financing Authority Community Facilities District No. 03-02
(Roripaugh Ranch)

This Second Assignment, Assumption and Amendment to the Joint Communities Facilities Agreement ("SECOND ASSIGNMENT") is entered into by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("Flood Control District"); (ii) the County of Riverside, a political subdivision of the State of California ("County"); (iii) the City of Temecula, a municipal corporation ("City"); (iv) the Temecula Public Financing Authority, a joint exercise of powers authority ("Authority"); (v) the Temecula Public Financing Authority Community Facilities District No. 03-02 (Roripaugh Ranch) ("CFD"); (vi) Roripaugh Valley Restoration, LLC, a Delaware limited liability company ("Assignor"); and (vii) Woodside 05S, LP, a California limited partnership ("Developer"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. Flood Control District, County, City, Authority and Ashby USA, LLC ("Previous Owner") have previously entered into and executed that certain Joint Community Facilities Agreement ("JCFA") on January 4, 2005 [Flood Control District's Board Agenda Item No. 11.6], setting forth the respective rights and obligations concerning the development of approximately 2,000 proposed single family residential lots ("Roripaugh Ranch"), within Temecula Public Financing Authority Community Facilities District No. 03-02 ("CFD 03-02"), located in the City of Temecula, County of Riverside (the "PROPERTY"); and

B. In connection with PROPERTY, Flood Control District, County, City, Authority, the Temecula Community Services District, Previous Owner and Assignor entered into that certain Assignment of Contracts (the "Assignment of Contracts") on September 13, 2011, [Flood Control District's Board Agenda Item No. 11.1], whereby Assignor assumed from the Previous Owner, all of the Previous Owner's rights and obligations under certain contracts relating to Roripaugh Ranch, including, but not limited to, the Flood Control Improvements of the JCFA; and

C. The Previous Owner has constructed portions of the Flood Control Improvements of the JCFA within CFD 03-02; and

D. Previous Owner has constructed the County facilities as identified in the CFD 03-02 and County has accepted the County's facilities into its maintenance system. Developer has no current or future obligations as part of this SECOND ASSIGNMENT towards County facilities as identified in the CFD 03-02; and

E. The Developer acquired PROPERTY from Assignor, pursuant to Grant Deed dated March 6, 2018, recorded as Document No. 2018 – 0084647 in the Official Records of the County of Riverside; and

F. Developer intends to construct the Santa Gertrudis Creek Channel and associated underground storm drains, as shown on Exhibit 'A', attached hereto and made a part hereof, the remaining portion of the Flood Control Improvements of the JCFA within CFD 03-02; and

G. A true copy of JCFA, has been provided to Developer and said JCFA describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tracts located within CFD 03-02 are to be designed and constructed by Developer, and inspected and accepted for operation and maintenance by Flood Control District and County; and

H. In order to effectuate the assignment and assumption of the JCFA and to receive and accept all of the corresponding benefits under the JCFA, the Parties intend that, by execution of this SECOND ASSIGNMENT, Developer shall assume and agrees to perform all of Assignor's rights and obligations to satisfy the conditions set forth under Section 6.3 of the JCFA; and

I. In addition, the Flood Control District desires to make certain amendments to the JCFA.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Except as expressly defined herein, all capitalized terms shall have the meaning afforded to those terms in the JCFA.
2. Recitals Correct. It is expressly agreed by the signatories that the recitals are true and correct.
3. Assumption. The Developer hereby assumes and agrees to perform and faithfully discharge all of the duties and obligations of the Assignor in the JCFA. The other Party signatories to this SECOND ASSIGNMENT accept and consent to the assumption of those duties

by the Developer. From and after the date hereof, the Developer agrees to perform all duties of the property owner reflected in the JCFA for the Flood Control Improvements, including the duty of indemnification as set-forth therein. From and after the date hereof it is agreed that the Developer shall be entitled to enjoy all of the benefits that the JCFA affords to the Assignor. Notwithstanding the foregoing, it is the intent of the Parties that this SECOND ASSIGNMENT shall not affect a novation.

4. Bid and Construction Requirements. Section 4.3 is hereby amended as follows:

I. Replace Section 4.3 (I) of Article IV in its entirety with the following provision:

"At the time the Developer submits a "Notice of Intent" to commence construction as set forth in Section 4.7 below, the Developer shall make a cash deposit with the Flood Control District in the amount provided by the Flood Control District in a separate letter with respect to each Flood Control Facility for which the Developer submits a "Notice of Intent". The amount of cash deposit for each Flood Control Facility represents the Flood Control District's estimated cost to operate and maintain each Flood Control Facility for a period of ten (10) years commencing upon the Acceptance Date. The deposit(s) will be placed in the Flood Control District's Zone 7 Maintenance Subaccount. These cash deposit(s) for operation and maintenance shall not be included in the determination of the Actual Cost or the Purchase Price of the Flood Control Facilities for which the deposit is made."

5. Representations and Warranties of the Developer. The Developer, as the current owner of PROPERTY, makes the following representations and warranties for the benefit of the Flood Control District, County, City, Authority and CFD as of the date hereof:

(a) Organization. Developer represents and warrants that it is validly existing as a limited partnership and in good standing under the laws of the State of California.

(b) Authority. Developer represents and warrants that it has the power and authority to enter into this SECOND ASSIGNMENT, and has taken all action necessary to cause this SECOND ASSIGNMENT to be executed and delivered, and this SECOND ASSIGNMENT has been duly and validly executed and delivered on behalf of the Developer.

(c) Binding Obligation. Developer represents and warrants that this SECOND ASSIGNMENT is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Ownership. Developer represents and warrants that it has lawfully obtained fee title to the PROPERTY and that no other known entity has a superior claim of title.

6. Consent to Assignment. Each of the Parties hereby consent to Developer's assumption of the JCFA. In further clarification of the intent of the Parties, Developer specifically agrees with the Flood Control District that access to or granting of real property interests required by the Flood Control District pursuant to JCFA, if any, shall be satisfied by Developer, and in regard to all financial obligations Flood Control District shall invoice Developer for all charges incurred pursuant to the JCFA and this SECOND ASSIGNMENT.

7. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

To Flood Control District:	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Contract Services Section
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To County:	COUNTY OF RIVERSIDE 4080 Lemon Street, 8th Floor Riverside, CA 92502-1090 Attn: Director of Transportation
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To City:	CITY OF TEMECULA 41000 Main Street Temecula, CA 92590 Attn: Director of Public Works
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To Authority:	TEMECULA PUBLIC FINANCING AUTHORITY 41000 Main Street Temecula, CA 92590 Attn: Director of Finance
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To CFD: TEMECULA PUBLIC FINANCING
AUTHORITY COMMUNITY FACILITIES
DISTRICT No. 03-02
41000 Main Street
Temecula, CA 92590
Attn: Director of Community Services

To Developer: WOODSIDE 05S, LP
c/o Woodside Homes of California
1250 Corona Pointe Court, Suite 501
Corona, CA 92879
Attn: Trent Heiner

8. Governing Law. This SECOND ASSIGNMENT and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of California applicable to contracts made and performed in the State.

9. Indemnification. The Developer, with respect to the responsibilities of the property owner under the JCFA, agrees to protect, indemnify, defend and hold the Flood Control District, the County, the City, the Authority, the CFD and their respective directors, officers, Board of Supervisors, Board of Education, Legislative Body, elected officials, employees, representatives and agents, and each of them, harmless from and against any and all claims, losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs in accordance with and pursuant to the indemnification provisions set forth under Section 5.6 of the JCFA.

Not as a limitation of, but in addition to the Developer's duty of indemnification reflected in Section 5.6 of the JCFA, the Developer further agrees to protect, indemnify, defend and hold the Flood Control District, the County, the City, the Authority, the CFD and their respective directors, officers, Board of Education, Board of Supervisors, Legislative Body, elected officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs by reason of or arising out of or in consequence of this Agreement or the approval of this Agreement or the Indemnified Parties' good-faith performance under this Agreement, including but not limited to, any and all

claims and liabilities asserted by the Previous Owner against the Indemnified Parties under the JCFA.

If the Developer fails to do so, the Indemnified Parties, 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 reasonable attorney's fees or court costs, and recover the same from the Developer.

No indemnification is required to be paid by the Developer for any and all claims, losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs arising directly from the willful misconduct or sole or active negligence of the Indemnified Parties.

The provisions of this Section 9 shall survive the termination of this Agreement.

10. Amendments. This SECOND ASSIGNMENT may only be amended by an instrument in writing executed and delivered by the Flood Control District, the County, the City, the Authority, the CFD and the Developer. By execution of this SECOND ASSIGNMENT, County hereby waives its requirement to be a signatory for any future assignments or amendments associated with the CFD 03-02.

11. No Waiver. In the event that the terms and conditions of this SECOND ASSIGNMENT are not strictly enforced by any Party hereto, such non-enforcement will not act as or be deemed to act as a waiver or modification of this SECOND ASSIGNMENT, nor will such non-enforcement prevent such Party from enforcing each and every term of this SECOND ASSIGNMENT thereafter.

12. Entire Agreement. This SECOND ASSIGNMENT contains the entire agreement between the Parties with respect to the matters provided for herein and represents the negotiations between the Parties with respect to the subject matter of this SECOND ASSIGNMENT.

13. Counterparts. This SECOND ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have executed this SECOND
 ASSIGNMENT June 29, 2021
 (to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT**

By

J. Uhley
 JASON E. UHLEY
 General Manager-Chief Engineer

By

Karen S. Spiegel
 KAREN SPIEGEL, Chair
 Riverside County Flood Control and Water
 Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
 County Counsel

KECIA HARPER
 Clerk of the Board

By

Michael Thomas
 MICHAEL THOMAS
 Deputy County Counsel

By

Priscilla Raso
 Deputy

(SEAL)

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
 Temecula Public Financing Authority Community Facilities District No. 03-02
 AMR:blm
 04/20/21

IN WITNESS WHEREOF, the parties hereto have executed this SECOND
 ASSIGNMENT _____
 (to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT**

By _____
 JASON E. UHLEY
 General Manager-Chief Engineer

By _____
 KAREN SPIEGEL, Chair
 Riverside County Flood Control and Water
 Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
 County Counsel

KECIA HARPER
 Clerk of the Board

By _____
 MICHAEL THOMAS
 Deputy County Counsel

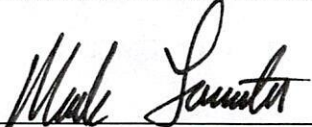
By _____
 Deputy

(SEAL)

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
 Temecula Public Financing Authority Community Facilities District No. 03-02
 AMR:blm
 04/20/21

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

By 
KAREN SPIEGEL, Chair
Board of Supervisors

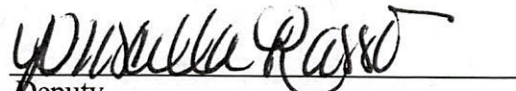
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
Temecula Public Financing Authority Community Facilities District No. 03-02
AMR:blm
04/20/21

CITY OF TEMECULA

MAYOR

ATTEST:

BY _____
RANDI JOHL
Director of Legislative Affairs/City Clerk

APPROVED AS TO FORM:

PETER THORSON
City Attorney

**TEMECULA PUBLIC FINANCING
AUTHORITY**

By:
Title: Chairperson

ATTEST:

SUSAN W. JONES
Secretary

**TEMECULA PUBLIC FINANCING
AUTHORITY COMMUNITY FACILITIES
DISTRICT NO. 03-02 (RORIPAUGH
RANCH)**

By:
Title:

ATTEST:

By:
Title:

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
Temecula Public Financing Authority Community Facilities District No. 03-02
AMR:blm
04/20/21

ASSIGNOR**RORIPAUGH VALLEY RESTORATION,
LLC, a Delaware limited liability company**

By: Sabal Financial Group, L.P.,
a Delaware limited partnership
Its: Manager

By 

Name Kenneth J. Kraemer
Authorized Signatory

Its _____

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
Temecula Public Financing Authority Community Facilities District No. 03-02
AMR:blm
04/20/21

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

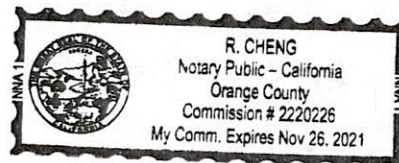
On April 29, 2021, before me, R. Cheng, Notary Public, personally appeared Kenneth J. Kraemer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ 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 *R. Cheng* (SEAL)
Signature of Notary Public

Name: R. Cheng



DEVELOPER

WOODSIDE 05S, LP,
a California limited partnership

By: WDS GP, Inc., a California corporation,
its general partner

By 

Name Chris Chambers

Its Vice President of WDS GP INC
General Partner for Woodside 05S, LP
(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment, Assumption and Amendment to Joint Community Facilities Agreement:
Temecula Public Financing Authority Community Facilities District No. 03-02
AMR:blm
04/20/21

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On May 14, 2021 before me, Dena Upp a Notary Public
(insert name and title of the officer)

personally appeared Chris Chambers,
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.

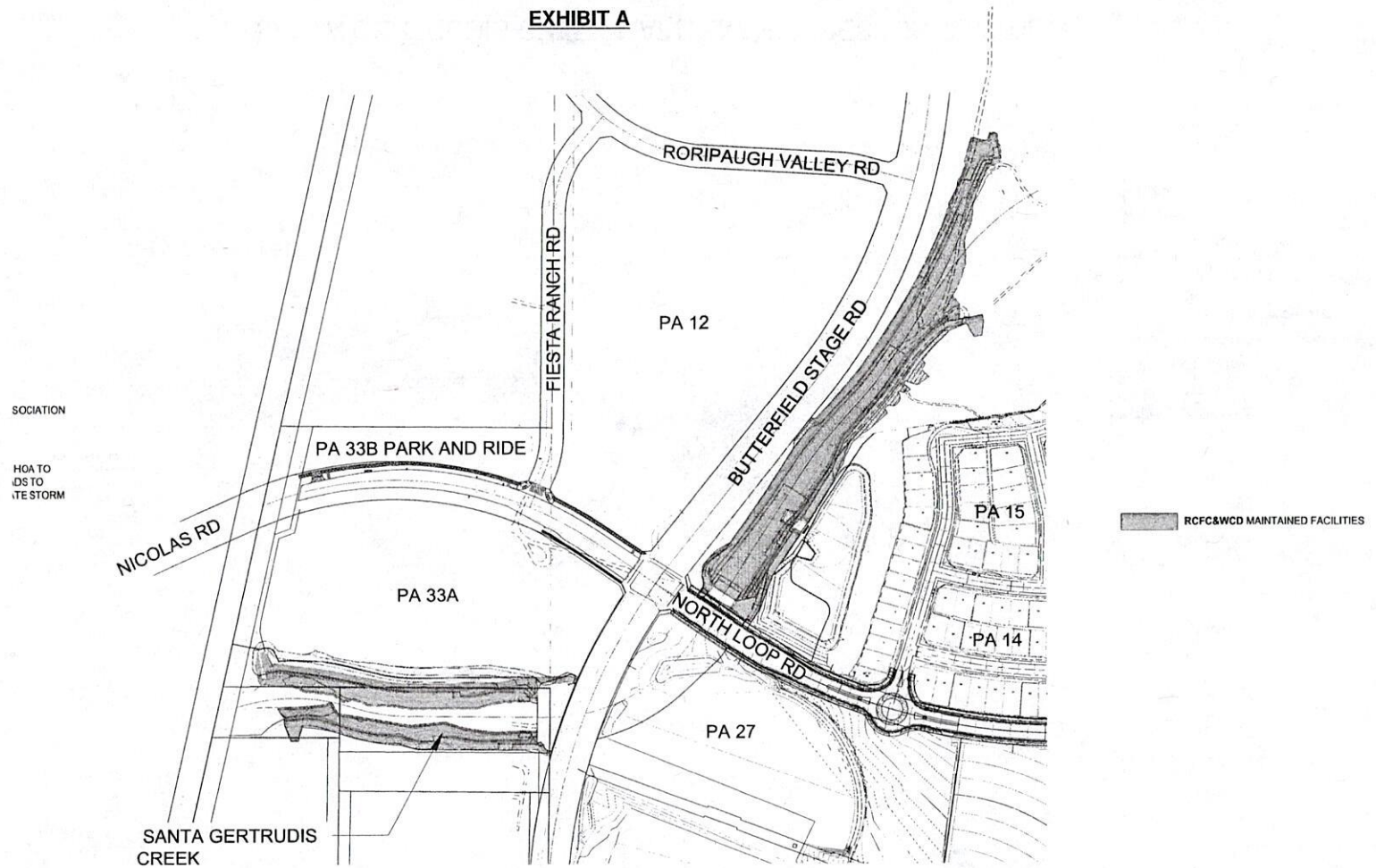
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dena Upp (Seal)



EXHIBIT A

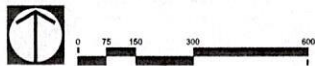
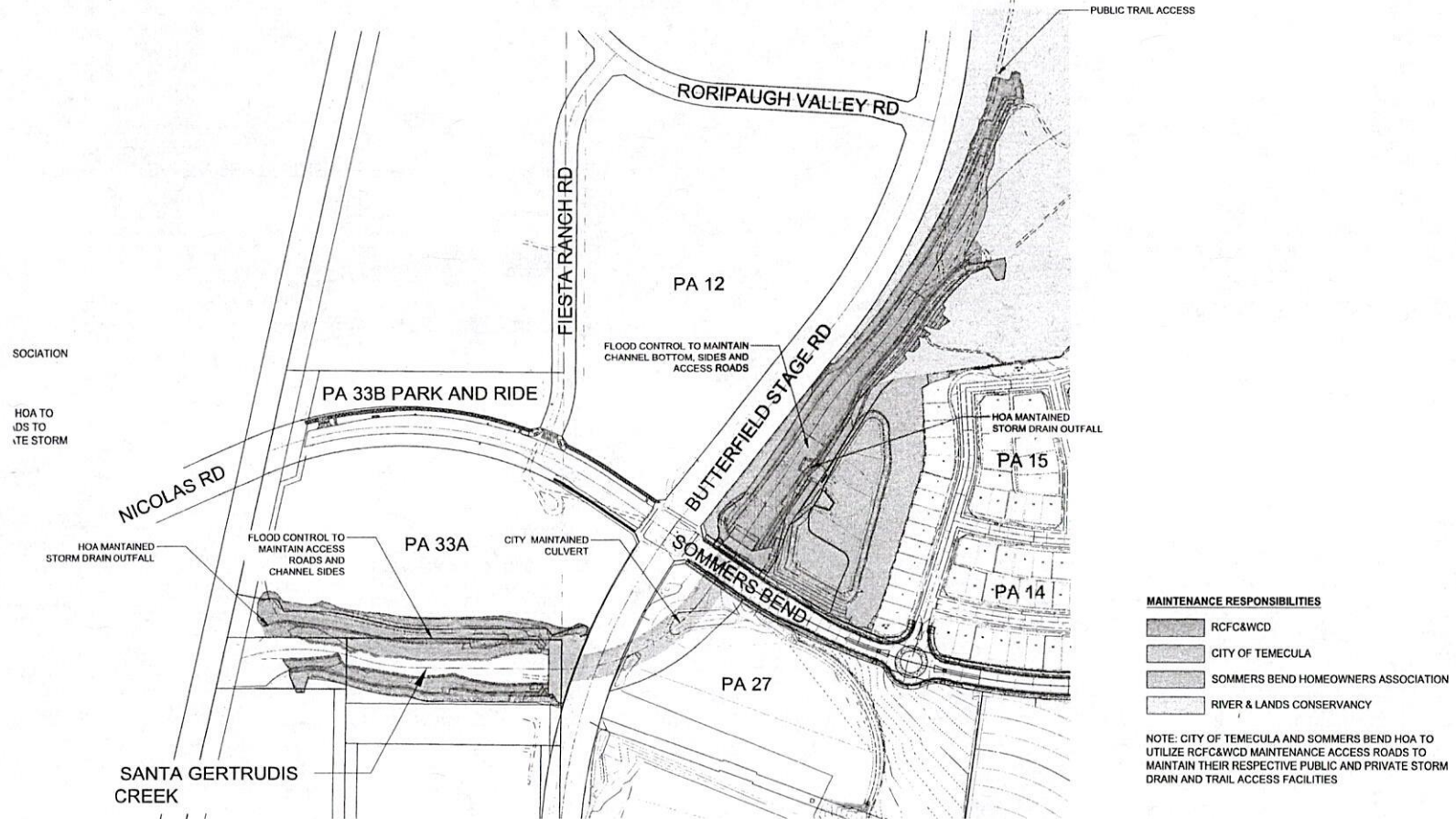


8-19-2020

SANTA GERTRUDIS CREEK FLOOD CONTROL FACILITY LOCATIONS



EXHIBIT A



8-19-2020

SANTA GERTRUDIS CREEK MAINTENANCE RESPONSIBILITIES

