

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



ITEM: 3.45  
(ID # 23169)

**MEETING DATE:**  
Tuesday, November 28, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval and execution of the Transportation Uniform Mitigation Fee Program Reimbursement Agreement between French Valley Marketplace, LLC, and the County of Riverside associated with Plot Plan 26344 and Parcel Map 37404, District 3. [\$0]

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

1. Approve and execute the Transportation Uniform Mitigation Fee Improvement Program Reimbursement Agreement between French Valley Marketplace, LLC, and the County of Riverside associated with Plot Plan 26344 and Parcel Map 37404 ; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

**ACTION:**Policy

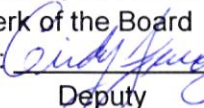
  
Mark Lancaster, Director of Transportation 9/27/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 28, 2023  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> TUMF – 100%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transportation Uniform Mitigation Fee Improvement (TUMF) Program Reimbursement Agreement (Reimbursement Agreement) is a supplemental document to the TUMF Program Improvement and Credit/Reimbursement Agreement (TUMF Agreement) between French Valley Marketplace, LLC (Developer) and the County of Riverside (County) associated with Plot Plan 26344 and Parcel Map 37404 (Project), which was approved by the Board of Supervisors on October 26, 2021 (Agenda Item 3.26).

The improvements include the construction of one (1) additional northbound lane and sidewalk improvements along the frontage of the Project on Winchester Road (SR-79). These road improvements are identified under the TUMF Program and are required by conditions of approval for the Project, which are owned by the Developer.

The Transportation Department has determined that the Developer would be eligible for a reimbursement amount of approximately FOUR HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS (\$497,245) from the TUMF Program. Upon completion of improvements, acceptance by the County, and verification of actual costs, the Transportation Department will determine the actual reimbursement amount due to the Developer.

The payment of the reimbursement amount is subject to the improvements being scheduled for funding pursuant to the Western Riverside Council of Governments (WRCOG) Transportation Improvement Program (TIP), and WRCOG having funds available and appropriated for payment of the reimbursement amount.

**Impact on Residents and Businesses**

The widening improvement along Winchester Road (SR-79) will improve traffic flow and is a facility identified in the County General Plan.

**Additional Fiscal Information**

N/A

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STATE OF CALIFORNIA

**ATTACHMENTS:**

Vicinity Map

Reimbursement Agreement



Jason Farin, Principal Management Analyst 11/20/2023



Aaron Gettis, Deputy County Counsel 11/7/2023

**REIMBURSEMENT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

**THIS REIMBURSEMENT AGREEMENT** ("Agreement") is entered into this day of November 28, 2023 by and between the County of Riverside, a political subdivision of the State of California ("AGENCY"), and French Valley Marketplace, LLC, a Delaware limited liability company, with its principal place of business at 250 Miron Drive, Southlake, Texas ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, AGENCY and Developer are parties to an agreement dated October 26, 2021, entitled "Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Program" (Contract Number 20-08-001), (hereinafter Credit Agreement);

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.6 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, County Ordinance no. 824, and the TUMF Administrative Plan adopted by WRCOG.

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

**TERMS**

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the

TUMF Reimbursement Agreement  
French Valley Marketplace, LLC  
PP26344 (PM37404)  
Winchester Road (State Route 79)

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Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, County Ordinance No. 824, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding **FOUR HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS (\$497,245)** ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Sections 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred percent (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five- year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant

to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

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

**COUNTY OF RIVERSIDE**

RECOMMENDED FOR APPROVAL:

By:   
Mark Lancaster  
Director of Transportation


APPROVED AS TO FORM:  
County Counsel

By:   
Stephanie Nelson  
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:   
**KEVIN JEFFRIES**  
Chairman, County Board of Supervisors

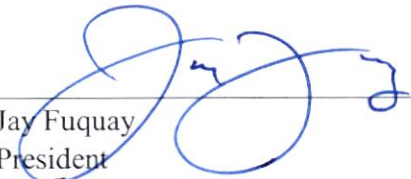
ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

**DEVELOPER**

French Valley Marketplace, LLC, a Delaware limited liability company

By: UDC FVM JV, LLC,  
a Delaware limited liability company, its Manager

By:   
Jay Fuquay  
President

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Texas

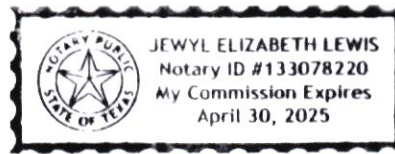
County of Tarrant

Before me, Jewyl Lewis (insert the name and character of the officer),

on this day personally appeared Jay Fuwani, known to me (or proved to me on the oath of personally known or through \_\_\_\_\_

(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)



Given under my hand and seal of office this 25<sup>th</sup> day of September, 2023.

Jewyl Lewis  
(Notary's Signature)  
Notary Public, State of Texas