

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF MENIFEE AND RICHLAND PLANNED COMMUNITIES
REGARDING COMPLIANCE OF TENTATIVE TRACT MAP NO. 31194
WITH GOVERNMENT CODE SECTION 66477 (“QUIMBY ACT”)**

THIS FIRST AMENDMENT (“First Amendment”) is dated as of _____, 2024, for reference purposes only, and is entered into between the CITY OF MENIFEE, a California municipal corporation (“**City**”) and RICHLAND PLANNED COMMUNITIES, INC., a California corporation (“**Developer**”).

RECITALS

WHEREAS, on March 6, 2019, City and Developer entered into that certain AGREEMENT BETWEEN THE CITY OF MENIFEE AND RICHLAND PLANNED COMMUNITIES REGARDING COMPLIANCE OF TENTATIVE TRACT MAP NO. 31194 WITH GOVERNMENT CODE SECTION 66477 (“QUIMBY ACT”) (the “**Quimby Agreement**”) related to Developer’s project known as Golden Meadows (“**Project**”), as more fully described in the Quimby Agreement; and

WHEREAS, the Quimby Agreement contains the following provisions: (i) Developer proposal of 474 dwelling units, three parks, and two water quality basins within 206.8 acres of land; (ii) requirement for Developer to provide 7.5 acres of parkland to meet its parkland dedication requirements; (iii) Developer receives 5.35 acres of parkland credit for private amenities within HOA-maintained areas; and (iv) Developer payment of \$163,685.95, which is equivalent to 2.15 acres of in-lieu fees for parkland; and

WHEREAS, since the effective date of the Quimby Agreement, Menifee Municipal Code Chapter 7.75, Parkland Dedication and Fees, was updated to revise the average population per dwelling unit and to switch to the use of assessed land value from the use of a predetermined fee per acre; and

WHEREAS, the Project has proceed in four distinct phases, and Developer has proposed a major modification to Phase IV; and

WHEREAS, the Phase IV major modification results in 240 single family dwelling units; and

WHEREAS, additional amenities were added to Phase IV, including various HOA-maintained amenities such as a pool, recreation center, and restrooms on 0.61 acres of parkland; and

WHEREAS, Phase IV of the Project also includes a 3.23-acre community park to be dedicated to City, with planned amenities to include a tot lot, basketball court, picnic shelter, multi-purpose field, restrooms, walking trail, exercise machines, and equestrian stop wit spilt rail fencing; and

WHEREAS, based on the proposed Phase IV modification and additional amenities, the parties have agreed to amend the Quimby Agreement as set forth herein.

NOW, THEREFORE, in furtherance of the Recitals stated above, incorporated herein by this reference, and the mutual covenants set forth below, Developer and City hereby amend the Quimby Agreement and agree, promise, and declare as follows:

1. Phase IV of the Project shall include 240 single family dwelling units, one community park, one pool, and other recreational amenities, within the existing footprint.

2. For Phase IV of the Project, Developer is required by City to provide 3.42 acres of parkland or its equivalent.

3. For Phase IV of the Project, Developer shall construct a 3.23-acre community park to be dedicated to City, with planned amenities to include a tot lot, basketball court, picnic shelter, multi-purpose field, restrooms, walking trail, exercise machines, and equestrian stop with spilt rail fencing.

4. For Phase IV of the Project, Developer shall construct various HOA-maintained amenities such as a pool, recreation center, and restrooms on 0.61 acres of parkland.

5. A conceptual plan for Phase IV is attached as Exhibit A for reference purposes only.

6. This First Amendment does not modify any terms and conditions of the Quimby Agreement related to Phases I, II, or III of the Project; provided, however, the parties agree and acknowledge that the Quimby assessment for Phases I, II, and III collectively is calculated \$124,541 which is the equivalent of 1.64 acres in-lieu fees for parkland.

7. General Provisions.

- a. Counterparts. This First Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all parties, even though all of the parties are not signatories to the same instrument.
- b. Effect of Amendment. For any conflict between the terms and conditions of the Quimby Agreement and this First Amendment, the provisions of this First Amendment shall apply and take precedence. Except as in conflict with this First Amendment, the terms and conditions set forth in the Quimby Agreement remain binding and in full force and effect.
- c. Severability. If any provision of this First Amendment is deemed to invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this First Amendment and the remaining provisions shall continue in full force and effect.
- d. Signature Authority. All individuals signing this First Amendment for a party which is a corporation, partnership, limited liability company, or other legal entity, or signing under a power of attorney or in any other

legal capacity, covenant to the other parties hereto that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

- e. Effective Date. This First Amendment is made effective on the date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Developer and City have caused this First Amendment to be signed in their names and on their behalf by their duly authorized representatives.

“City”

Dated: _____

CITY OF MENIFEE, a California Municipal Corporation

Armando G. Villa, City Manager

ATTEST:

Stephanie Roseen, Acting City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Jeffrey T. Melching, City Attorney

“Developer”

Dated: _____

RICHLAND PLANNED COMMUNITIES, INC., a California corporation

John C. Troutman, Vice President

EXHIBIT A



