

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

The City of Menifee
29844 Haun Road
Menifee, California 92586
Attention: City Clerk

EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103

(Space above for Recorder's Use)

**AGREEMENT REGARDING ANNEXATION INTO A
COMMUNITY FACILITIES DISTRICT AND
COVENANTS RUNNING WITH THE LAND FOR
Golden Meadows – Tentative Tract Map No. 31194**

between

THE CITY OF MENIFEE
a California municipal corporation

and

Richland Planned Communities, Inc.
a California Corporation
as the Developer

AGREEMENT

1. Parties and Date.

This AGREEMENT REGARDING ANNEXATION INTO A COMMUNITY FACILITIES DISTRICT AND COVENANTS RUNNING WITH THE LAND FOR Golden Meadows – Tentative Tract Map No. 31194 (hereinafter referred to as “Agreement”) is entered into as of this day of _____, 2023, by and between the **City of Menifee**, a California municipal corporation (hereinafter referred to as “City”) and, Richland Planned Communities, Inc., a California Corporation, with its principal place of business at 3161 Michelson Drive, Suite 425, Irvine, CA 92612 (hereinafter referred to as “Developer”).

2. Recitals.

2.1 On April 10, 2007, the County of Riverside approved Tentative Tract Map No. 31194 (hereinafter referred to as “TTM 31194”), subject to satisfactory completion of the Conditions of Approval (COA) imposed on the County’s approval of TTM 31194. This original approval extended the life of TTM 31194 to April 10, 2010. Since the original approval of TTM 31194, multiple state legislative acts further automatically extended its life. Senate Bill 1185, Assembly Bill 333, Assembly Bill 208, and Assembly Bill 116 further extended its life to April 10, 2017. The City has since further extended the life of TTM 31194 through the following Extensions of Time (EOT), state legislative acts, and Planning Applications:

- EOT 2017-031: Extended it to April 10, 2018.
- EOT 2018-030: Extended it to April 10, 2019.
- EOT 2019-060: Extended it to April 10, 2020.
- Planning Application No. PLN19-0056: Extended it to April 10, 2021.
- Assembly Bill 1561: Extended it to October 10, 2022. (This bill was passed in response to the COVID-19 pandemic)
- Planning Application No. PLN22-0141: Extended it to October 10, 2023.
- Planning Application No. PLN23-0023: Extended it to October 10, 2024.

New COA were established and approved as part of the approval of EOT 2019-060. Pursuant to COA No. 226, imposed in connection with EOT 2019-060 (hereinafter referred to as “COA 226”), the Developer is required, prior to or concurrent with the recordation of the first final map, to annex the Property into a Citywide Community Facilities Maintenance District (hereinafter referred to as the “CFD”) for the maintenance of streets and other facilities that are within the public right of way portion of the Property.

2.2 Developer has submitted to the City for its approval of Tract Map No. 31194-1, a proposed Phase I of TTM 31194 for development of the property located north of Wickerd Road, south of Daniel Road, east of Evans Road, and west of Haun Road in the City of Menifee (hereinafter referred to as the “Property”). The Property is more specifically described as being a subdivision of Lot 1 of Parcel Map No. 38248, recorded on September 6, 2023, as Instrument No. 2023-0262987, filed in Book 257, Pages 1 through 6, inclusive, of Official Records of Riverside County, State of California. The Property is as legally described in Exhibit “A,” and it is as depicted in Exhibit “B.” Exhibits A and B are attached hereto and incorporated by reference.

2.3 Developer and City desire to enter into this Agreement for the purpose of allowing the Developer to annex the Property into the CFD after the recordation of the first final map, but prior to the issuance of the first building permit within TTM 31194. This supersedes what is specified in COA 226.

2.4 This Agreement is made in consideration of the City's approval of TTM 31194 pursuant to PLN23-0023, and Developer's agreement to enter into the above-referenced CFD.

3. Terms.

3.1 Petition. After the recordation of the final map but prior to issuance of a building permit, as owner of the Property, Developer shall sign a petition, at no cost, expense or other obligation to City, to annex the Property into the CFD.

3.2 Fees and Costs. Developer shall pay its fair share of all costs necessary for the annexation of the Property into the CFD. Such costs shall include, but shall not be limited to, all administrative, publication, engineering, and legal costs and fees of any kind related to the annexation of the Property into the CFD. Developer shall also pay any and all fees and costs relating to the recordation of this Agreement, including, but not limited to, all administrative, publication, engineering, and legal costs and fees.

3.3 Inclusion. Developer understands, acknowledges, and agrees that it shall not be authorized to sell, transfer or in any other manner convey any of the Property prior to the inclusion of the Property in the CFD, which is currently in the process of formation pursuant to all requirements of state and local laws, rules, and regulations.

3.4 Indemnification. Developer shall indemnify, defend, and hold City and City's officials, officers, employees, agents, and contractors free and harmless from and against any and all losses, claims, damages, fees (including attorney's fees and costs), injuries to persons or property (including wrongful death) in any manner arising out of or incident to Developer's negligent acts, omissions or willful misconduct relating to this Agreement.

3.5 Amendment. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement, signed by the parties hereto.

3.6 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

City: City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: City Clerk

Developer: Richland Planned Communities, Inc.
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn.: John C. Troutman, Vice President

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Recordation. City shall cause this Agreement to be recorded with the Riverside County Recorder's Office and the City shall provide written notice of the recordation to the Developer by mail within 10 days of recordation.

3.9 Covenant Running With the Land. The covenants in this Agreement are covenants running with the Property, in accordance with the provisions of Civil Code Section 1468. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth herein shall run with the Property and shall be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns; shall inure to the benefit of the City and its successors and assigns, shall be binding upon Developer, its successors and assigns and successors in interest; and may be enforced by the City and its successors and assigns. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land by enhancing and increasing the enjoyment and use of the Property, and by furthering the public purposes of the City.

3.10 Attorney's Fees. Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit, including expert witness fees.

3.11 Governing Law. This Agreement shall be governed by the internal laws of the State of California, without regard to conflict of law matters. Venue shall be in Riverside County.

3.12 Headings. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

3.13 City Manager Authority. The City authorizes the City Manager to make minor amendments to this Agreement for purposes of clarification or correction, including updating exhibits to reflect a Property description or map as approved by the City Council. The City Manager shall also be authorized to make other minor amendments to this Agreement to accommodate maintenance of the Property and/or annexation of the Property into the CFD. Any amendments to the Agreement affecting the terms and conditions of this agreement, or the rights and obligations of the parties, must be executed by written agreement and signed by the parties hereto following a minimum of 10 days' notice to Developer and an opportunity to meet and confer.

3.14 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

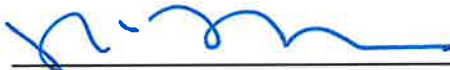
IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY OF MENIFEE
a California municipal corporation

By: _____
Rebekah Kramer, Acting City Manager

Attest:
By: _____
Sarah Manwaring, City Clerk

RICHLAND PLANNED COMMUNITIES, INC.
a California corporation


By: _____
John C. Troutman
Vice President

The undersigned, as the fee owners of the Property, hereby consent to the terms of this Agreement and agree to have the Property bound hereby.

Golden Meadowland, LLC,
a Florida limited liability company

By: _____
John C. Troutman
Vice President

Golden Hill Country, LLC,
a Florida limited liability company

By: _____
John C. Troutman
Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange }On October 25, 2023 before me, Jessica Toohey, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared John C Troutman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

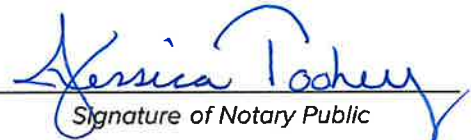


Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature


Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

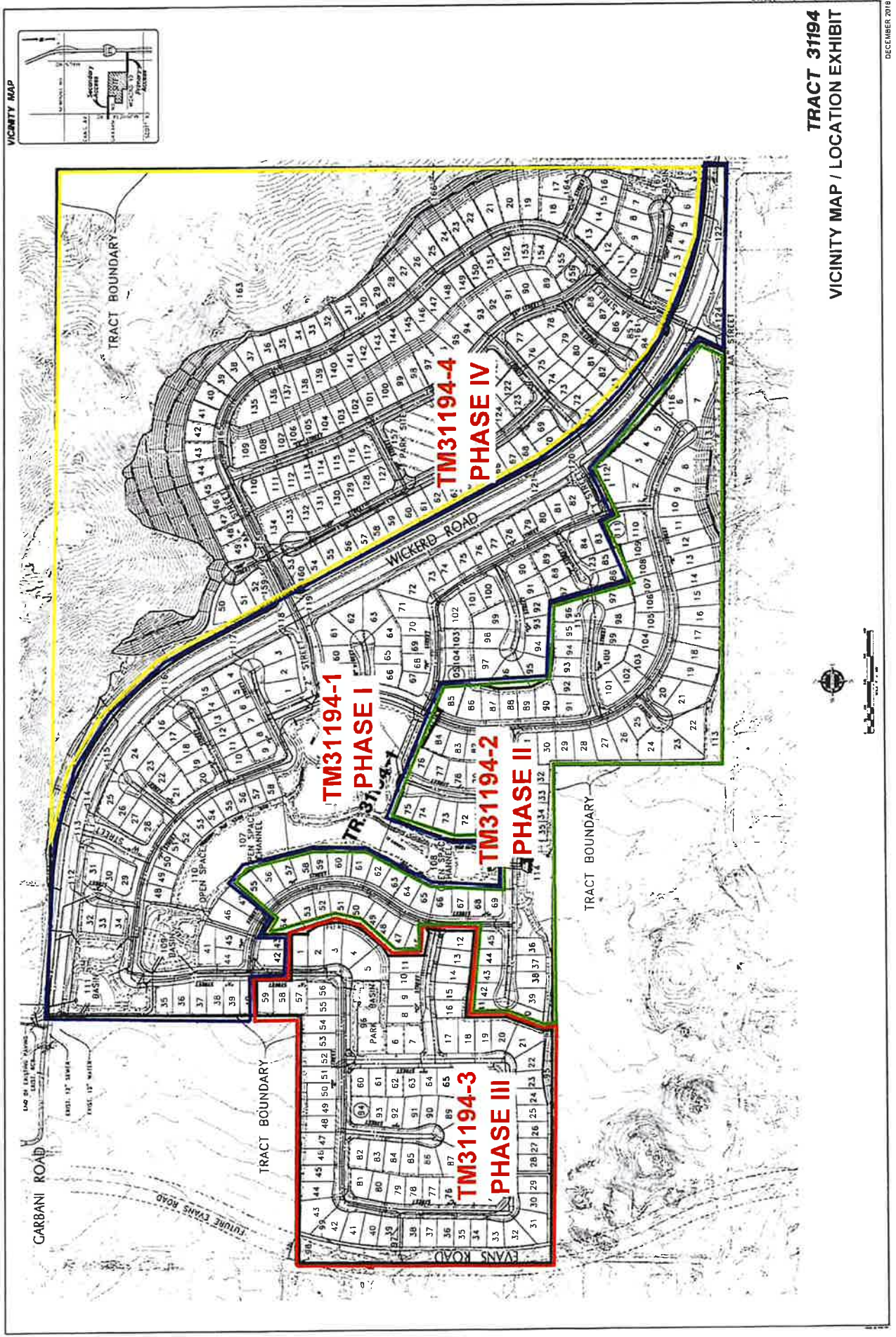
LEGAL DESCRIPTION OF TM 31194-1

A SUBDIVISION OF LOT 1 OF PARCEL MAP NO. 38248, FILED IN BOOK 257, PAGES 1 THROUGH 6, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA, LYING WITHIN SECTIONS 15 AND 16, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

EXHIBIT “B”

VICINITY MAP / LOCATION EXHIBIT

EXHIBIT "B"



TRACT 31194
VICINITY MAP / LOCATION EXHIBIT