

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



910
A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 2, 2011

SUBJECT: Cooperative Agreement between the County of Riverside (County), the City of Eastvale (City), the County Flood Control and Water Conservation District (District), SC Eastvale Development Corporation, Pardee Homes (Assignors), SC Eastvale Development Company, LLC, Lewis Investment Company, LLC, and KB Home Coastal, Inc. (Assignees) for the Eastvale MDP Line F-1, Stage 2 and Eastvale-Viva Drive Storm Drain - Project Nos. 2-0-00345 and 2-0-00362, Tract No. 30971- Assignment and Assumption Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption Agreement between the County, the City, the

Juan C. Perez
Director of Transportation

FK:rg

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: N/A				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 6/10/11
BY: MARSHAL VICTOR

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref. 01/23/07, Item 3.44 | **District:** 2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.53

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (County), the City of Eastvale (City), the County Flood Control and Water Conservation District (District), SC Eastvale Development Corporation, Pardee Homes (Assignors), SC Eastvale Development Company, LLC, Lewis Investment Company, LLC, and KB Home Coastal, Inc. (Assignees) for the Eastvale MDP Line F-1, Stage 2 and Eastvale-Viva Drive Storm Drain - Project Nos. 2-0-00345 and 2-0-00362, Tract No. 30971-

June 2, 2011

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District, the Assignors, and Assignees, and;

2. *Authorize the Chairman to execute the Agreement documents on behalf of the County.*

BACKGROUND: The Agreement transfers the rights and responsibilities, as established by the original Cooperative Agreement executed on January 23, 2007 (Item 11.3), from the Assignors to the Assignees. Once executed, the Assignees will complete the construction of the drainage facilities necessary for Tract 30971.

The Agreement is necessary to provide for District construction inspection of the referenced facilities associated with Tract No. 30971.

Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the facilities except for the associated catch basins, laterals and connector pipes. The City will assume ownership, operation and maintenance of the associated catch basins, laterals and connector pipes located within its rights of way.

County Counsel has approved the Agreement as to legal form. There is no companion item on the District's agenda. This agreement went to the District Board and was approved on April 26, 2011 as Agenda Item 11.2.

The Assignees are funding all construction and construction inspection costs.

ASSIGNMENT AND ASSUMPTION AGREEMENT

Eastvale MDP Line F-1, Stage 2 and
Eastvale Viva Drive Storm Drain

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

(Tract No. 30971)

a Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called "ASSIGNMENT", is made by and between (i) the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) the COUNTY OF RIVERSIDE, hereinafter called "COUNTY"; (iii) the CITY OF EASTVALE, hereinafter called "CITY"; (iv) SC EASTVALE DEVELOPMENT CORPORATION, a California corporation and PARDEE HOMES, a California corporation, altogether hereinafter called "ASSIGNORS"; and (v) SC EASTVALE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, LEWIS INVESTMENT COMPANY, LLC, a California Limited Liability Company, and KB HOME COASTAL, INC., a California Corporation, hereinafter altogether called "ASSIGNEES".

RECITALS

A. DISTRICT, COUNTY and ASSIGNORS previously entered into that certain Agreement which was executed on January 23, 2006, and recorded as Document No. 2007 - 0170128 in the Official Records of the County of Riverside, hereinafter called "AGREEMENT", setting forth the parties' respective rights and obligations concerning ASSIGNORS' proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 30971 located in the County of Riverside, State of California (hereinafter, called "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, SC EASTVALE DEVELOPMENT COMPANY, LLC, and LEWIS INVESTMENT COMPANY, LLC, have, through the dissolution of SC EASTVALE DEVELOPMENT CORPORATION, acquired fee title to the PROPERTY; and

C. Subsequent to the execution of said AGREEMENT, on October 1, 2010, CITY was incorporated.

1 D. KB HOME COASTAL, INC., anticipates, pursuant to a separate, private
2 agreement, acquiring fee title to PROPERTY from SC EASTVALE DEVELOPMENT
3 COMPANY, LLC and/or LEWIS INVESTMENT COMPANY, LLC; and

4 E. A true copy of AGREEMENT has been provided to CITY and ASSIGNEES and
5 said AGREEMENT describes the terms and conditions by which those certain flood control and
6 drainage improvements that are required in connection with the development of Tract No. 30971
7 are to be designed and constructed by ASSIGNORS, and inspected and accepted for operation and
8 maintenance by DISTRICT and COUNTY; and

9 F. AGREEMENT stipulates that ASSIGNORS may assign their rights and
10 responsibilities as set forth therein subject to the written consent of the parties thereto; and

11 G. The totality of ASSIGNORS' rights, title, interests, benefits and privileges
12 pursuant to AGREEMENT are hereinafter collectively called "ASSIGNORS RIGHTS" and the
13 totality of ASSIGNORS' obligations pursuant to AGREEMENT are hereinafter collectively called
14 "ASSIGNORS OBLIGATIONS"; and

15 H. ASSIGNORS RIGHTS and ASSIGNORS OBLIGATIONS are hereinafter
16 altogether called "RIGHTS AND OBLIGATIONS"; and

17 I. ASSIGNORS, ASSIGNEES, CITY, COUNTY and DISTRICT intend that, by
18 execution of this ASSIGNMENT, ASSIGNEES shall assume all of ASSIGNORS' RIGHTS AND
19 OBLIGATIONS; and

20 J. ASSIGNOR, ASSIGNEE, CITY, COUNTY and DISTRICT intend that, by
21 execution of this ASSIGNMENT, CITY shall assume all rights and obligations under
22 AGREEMENT from COUNTY; and

23 K. Under the terms of a separate services contract, COUNTY will continue to
24 perform, on behalf of CITY, certain duties in respect to AGREEMENT. These duties may
25 include but are not limited to plan review, construction inspection and bond management.

26 NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

27 1. The above Recitals are true and correct.
28

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT and

ASSUMPTION AGREEMENT on APR 26 2011
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL. **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By Warren D. Williams By Marion Ashley
WARREN D. WILLIAMS MARION ASHLEY, Chairman
General Manager-Chief Engineer Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

By Karen B. Harper-Ihem
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Juan C. Perez
JUAN C. PEREZ
Director of Transportation

By Bob Buster
BOB BUSTER, Chairman
County of Riverside Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By Karen B. Harper-Ihem
Deputy

(SEAL)

Assignment & Assumption Agreement
Tract No. 30971
10/25/10
KEC:blj

FORM APPROVED COUNTY COUNSEL
5/26/11
MARSHAL VICTOR

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 100
Post Office Box 1141, Riverside, CA 92502-1147
Thank you

1
2 RECOMMENDED FOR APPROVAL:

CITY OF EASTVALE

3 By

4 MICHAEL KASHIWAGI
5 City Engineer

By

6 ROBERT VAN NORT
7 Interim City Manager

8 APPROVED AS TO FORM:

ATTEST:

JUDY HAUCHNEY

9 By

10 JOHN CAVANAUGH
11 City Attorney

By

12 JUDY L. HAUCHNEY
13 Interim City Clerk

(SEAL)

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24 Assignment & Assumption Agreement
25 Tract No. 30971
26 10/25/10
27 KEC:blj
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ASSIGNORS

SC EASTVALE DEVELOPMENT
CORPORATION
a California corporation

By


J. SCOTT CRAWFORD
Vice-President

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Assignment & Assumption Agreement
Tract No. 30971
10/25/10
KEC:blj

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On November 24, 2010, before me, Sheri McInturff, Notary Public, personally appeared J. Scott Crawford, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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 Sheri McInturff



My commission expires: 8/27/2013

(Seal)

OPTIONAL

THOUGH THE INFORMATION BELOW IS NOT REQUIRED BY LAW, IT MAY PROVE VALUABLE TO PERSONS RELYING ON THE DOCUMENT AND COULD PREVENT FRAUDULENT REMOVAL AND REATTACHMENT OF THIS FORM TO ANOTHER DOCUMENT.

Description of Attached Document

Title or Type of Document: Assignment & Assumption Agreement

Document Date: _____ Number of Pages: 8

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: J. Scott Crawford

Signer's Name: _____

- ☐ Individual
☒ Corporate Officer – Title(s): Vice President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: Authorized Agent

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

Right Thumbprint
Of signer
Top of thumb here

Right Thumbprint
Of signer
Top of thumb here

Signer is Representing:
SC Eastvale Development Corporation

Signer is Representing: _____