

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

612A



**FROM:** TLMA - Transportation Department


**SUBMITTAL DATE:**  
January 11, 2012

**SUBJECT:** Assignment and Assumption Agreement Pursuant to Joint Funding, Credit and Reimbursement Agreement for Clinton Keith Road by and between Warm Springs Investments, Ltd., KB Home Coastal, Inc. and the County for Tract Map No. 28695 and Tentative Tract Map No. 32011.

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

- 1) Approve the subject Agreement by and between Warm Springs Investments, Ltd., KB Home Coastal, Inc., and the County; and
- 2) Authorize the Chairman to execute the same.

**BACKGROUND:** KB Home Coastal, Inc. acquired 140 single family residential dwelling units of Tract Map No. 28695 and 33 single family residential dwelling units of Tentative Tract Map No.

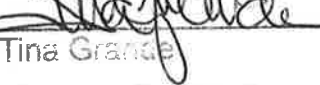
  
 \_\_\_\_\_  
 Juan C. Perez  
 Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A
<b>SOURCE OF FUNDS:</b> N/A				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
There are no General Funds used in this project.				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY:  MARSHAL VICTOR  
 DATE: 1/18/12

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.** 6/12/07, Item 3.36 | **District:** 3/3 | **Agenda Number:**

**3.19**

The Honorable Board of Supervisors

RE: Assignment and Assumption Agreement Pursuant to Joint Funding, Credit and Reimbursement Agreement for Clinton Keith Road by and between Warm Springs Investments, Ltd., KB Home Coastal, Inc. and the County for Tract Map No. 28695 and Tentative Tract Map No. 32011.

January 11, 2012

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32011 for a total of 173 single family residential dwelling units from Warm Springs Investments, Ltd., which is part of the Clinton Keith Road Community Facilities District (CFD) No. 07-2. Warm Springs Investments, Ltd. agrees to assign to KB Home Coastal, Inc. all of its rights to credits and reimbursements, if any, under the Transportation Uniform Mitigation Fee (TUMF) and Road and Bridge Benefit District (RBBD) programs, which are referenced in the Joint Funding, Credit and Reimbursement Agreement (JFCRA) for Clinton Keith Road, dated June 12, 2007. KB Home Coastal, Inc. assumes and agrees to perform all remaining duties, liabilities, obligations and responsibilities pertaining to said lots in connection with the JFCRA for Clinton Keith Road.

Project Number: B20472

**ASSIGNMENT AND ASSUMPTION AGREEMENT PURSUANT TO JOINT  
FUNDING, CREDIT AND REIMBURSEMENT AGREEMENT  
FOR CLINTON KEITH ROAD**

This ASSIGNMENT AND ASSUMPTION AGREEMENT PURSUANT TO JOINT FUNDING, CREDIT AND REIMBURSEMENT AGREEMENT FOR CLINTON KEITH ROAD ("**Assignment**") is entered into as of \_\_\_, 2011, by and between WARM SPRINGS INVESTMENTS, LTD., a Florida limited partnership ("**Assignor**") and KB HOME COASTAL INC., a California corporation ("**Assignee**"), collectively the "**Parties**" with reference to the following facts:

A. Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated September 23, 2010 (the "**Purchase Agreement**") concerning certain real property planned under recorded Tract Map No. 28695 ("Tract No. 28695") with 140 single family residential dwelling units and approved Tentative Tract Map No. 32011 ("TTM No. 32011") with 33 single family residential dwelling units for a total of 173 single family residential dwelling units, situated in the Paseo at Crown Valley development in the County of Riverside, California, (the "**Property**") owned by Assignor, as further identified in the paragraph below.

B. Pursuant to the Purchase Agreement, the close of escrow occurred on or about October 4, 2010 (the "**Closing**"), pursuant to which KB Home acquired 38 lots from WSI Land Holdings, LLC (a wholly-owned subsidiary of Warm Springs Investments, Ltd.) and 102 lots from Warm Spring Investments, Ltd. within Tract No. 28695. One of the lots within Tract No. 28695 (Large Lot 141) has been processed as TTM No. 32011 approved for 33 single family residential dwelling units. There is a projected total of 173 single family residential dwelling units within the Property known as "Crown Valley Village".

C. Assignor is a party to that certain Joint Funding, Credit and Reimbursement Agreement for Clinton Keith Road dated as of June 12, 2007, by and between Assignor and the County of Riverside (as may be amended from time to time, the "**Joint Funding, Credit and Reimbursement Agreement**").

D. Pursuant to the Purchase Agreement, Assignor has agreed to assign, all of Assignor's rights to the credits and reimbursements, if any, under the Joint Funding, Credit and Reimbursement Agreement, including, without limitation to, all credits and reimbursements, if any, Assignor is entitled to under the Southwest Area Road and Bridge Benefit District (RBBD) and the Transportation Uniform Mitigation Fee Program (TUMF), as each are referenced in the Joint Funding, Credit and Reimbursement Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated by reference.

2. **Assignment by Assignor.** Assignor hereby assigns to Assignee as of the Closing, all of Assignor's rights to the credits and reimbursements, if any, under the Joint Funding, Credit and Reimbursement Agreement, including, without limitation to, all credits and reimbursements, if any, Assignor is entitled to under the RBBB and the TUMF, as each are referenced in the Joint Funding, Credit and Reimbursement Agreement.

3. **Assumption by Assignee.** Effective upon the date of Closing, Assignee expressly assumes all responsibilities and obligations of Assignor under the Joint Funding, Credit and Reimbursement Agreement with respect to the Property, including without limitation, any indemnification obligations in favor of the County of Riverside ("County").

4. **County As Express Beneficiary.** Assignor and Assignee expressly agree that to the maximum extent permitted under California law, the County is an express intended beneficiary of the rights, duties and obligation undertaken by Assignor and Assignee under this Assignment .

5. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee and the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations and responsibilities under the Joint Funding, Credit and Reimbursement Agreement for Clinton Keith Road and to be bound thereby.

6. **Further Assurances.** Assignor and Assignee each agree to execute any additional documents, and take any further actions necessary to effect or evidence the assignments set forth in Paragraph 1 hereof.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

8. **Miscellaneous.** The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.

9. **California Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of California.

**[Signatures on the following page]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Closing.

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

**ASSIGNOR:**

WARM SPRINGS INVESTMENTS, LTD., a Florida limited partnership

By: 

John Schafer, Vice President

**ASSIGNEE:**

KB HOME COASTAL INC., a California corporation

By: \_\_\_\_\_

Stephen J. Ruffner, President

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_

Chairman, County Board of Supervisors

APPROVED AS TO FORM:

County Counsel

By: 

Dale A. Gardner

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: \_\_\_\_\_

## ACKNOWLEDGEMENT

State of California  
County of Orange

On December 7, 2011 before me, Suzette Melvin, Notary Public personally appeared John H. Schafer, 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.



Suzette Melvin

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Closing.

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

**ASSIGNOR:**

WARM SPRINGS INVESTMENTS, LTD., a Florida limited partnership

By: \_\_\_\_\_  
John Schafer, Vice President

**ASSIGNEE:**

KB HOME COASTAL INC., a California corporation

By: \_\_\_\_\_  
Stephen J. Ruffner, President

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_  
Chairman, County Board of Supervisors

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Dale A. Gardner

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_


# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

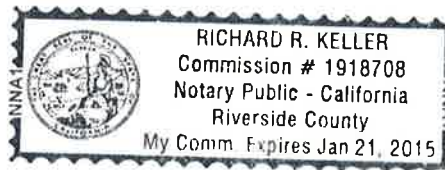
State of California }  
County of Riverside }

On December 19, 2011 before me, Richard R. Keller, Notary Public, personally appeared Stephen J. Ruffner, 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.

  
\_\_\_\_\_  
Richard R. Keller



(SEAL)