

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 3/23/15

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

715B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 April 28, 2015

**SUBJECT:** Approve Assignment, Assumption and Amendment Agreement to Cooperative Agreement for Murrieta Valley - George Avenue Storm Drain, Stage 2 (Tract No. 31479), Project No. 7-0-00234, District 1, [\$0]

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

1. Approve the Assignment, Assumption and Amendment Agreement to Cooperative Agreement between the District, City of Wildomar (City), Rancon Equity Partners III, LLC (Assignor) and Wildomar Springs, LLC (Assignee); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

The Assignment, Assumption and Amendment Agreement (Agreement) transfers the rights and responsibilities as established by the original Cooperative Agreement executed on September 10, 2013 (Board Agenda Item No. 11.1) from the Assignor to the Assignee.

Continued on page 2

AMR:blm  
 P8/168745

*Warren D. Williams*  
 WARREN D. WILLIAMS  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

**SOURCE OF FUNDS:** Budget Adjustment: No  
 For Fiscal Year: N/A

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

APPROVE  
 BY: *Steven C. Horn*  
 Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: April 28, 2015  
 xc: Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11: Approve Assignment, Assumption and Amendment Agreement to Cooperative Agreement for  
Murrieta Valley - George Avenue Storm Drain, Stage 2 (Tract No. 31479), Project No.  
7-0-00234, District 1, [\$0]**

**DATE:** April 28, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

Once the Agreement is executed, the Assignee will assume responsibility for the construction of the drainage facility, as originally required as a condition of development for Tract No. 31479. Upon completion of the facility's construction, the District will assume ownership, operation and maintenance of the mainline storm drain facility.

County Counsel has approved the Agreement as to legal form and the City, Assignor and Assignee have executed the Agreement.

The Assignee is funding all construction and construction inspection costs.

**Impact on Residents and Businesses**

Assignee's planned development will benefit from the storm drain facilities that are to be constructed by the Assignee.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Future operations and maintenance costs associated with said mainline storm drain facility will accrue to the District.

**Attachment:**

1. Assignment, Assumption and Amendment Agreement

AMR:blm  
P8/168745

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT  
TO COOPERATIVE AGREEMENT**

Murrieta Valley – George Avenue Storm Drain, Stage 2  
Project No. 7-0-00234  
(Tract No. 31479)

This Assignment, Assumption and Amendment Agreement, hereinafter called "ASSIGNMENT", is made by and between (i) the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT"; (ii) the City of Wildomar, hereinafter called "CITY"; (iii) Rancon Equity Partners III, LLC, a California limited liability company, hereinafter called "ASSIGNOR"; and (iv) Wildomar Springs, LLC, a Delaware limited liability company, hereinafter called "ASSIGNEE".

**RECITALS**

A. DISTRICT, CITY and ASSIGNOR have previously entered into that certain Agreement, which was executed on September 10, 2013 and recorded as Document No. 2013 – 0461318 in the Official Records of the County of Riverside and is hereinafter called "AGREEMENT", setting forth the parties' respective rights and obligations concerning ASSIGNOR'S proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 31479 located in the City of Wildomar, State of California (hereinafter, the "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to the PROPERTY; and

C. A true copy of AGREEMENT has been provided to ASSIGNEE and said AGREEMENT describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tract No. 31479 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and maintenance by DISTRICT and CITY; and

D. AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of the parties thereto; and

1 E. The totality of ASSIGNOR'S rights, title, interests, benefits and privileges  
2 pursuant to AGREEMENT are hereinafter collectively called "ASSIGNOR RIGHTS" and the  
3 totality of ASSIGNOR'S obligations pursuant to AGREEMENT are hereinafter collectively called  
4 "ASSIGNOR OBLIGATIONS"; and

5 F. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter altogether  
6 called "RIGHTS AND OBLIGATIONS"; and

7 G. ASSIGNOR, ASSIGNEE, CITY and DISTRICT intend that, by execution of this  
8 ASSIGNMENT, ASSIGNEE shall assume all of ASSIGNOR'S RIGHTS AND OBLIGATIONS;  
9 and

10 H. Concurrently with the assignment and assumption of AGREEMENT, DISTRICT  
11 desires to amend Section 1.21 of AGREEMENT in its entirety.

12 NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants  
13 hereinafter contained, the parties hereto do hereby mutually agree as follows:

14 1. The above Recitals are true and correct.

15 2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of their  
16 RIGHTS AND OBLIGATIONS to ASSIGNEE.

17 3. For the benefit of CITY and DISTRICT, ASSIGNEE hereby agrees to be bound by  
18 the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.

19 4. AGREEMENT is hereby amended as follows:  
20 Section I.21 is revised to read:

21 "Within two (2) weeks of completing PROJECT construction, provide DISTRICT  
22 (Attention: Development Review Section) and CITY with written notice that  
23 PROJECT construction is substantially complete and request that DISTRICT  
24 conduct a final inspection of DISTRICT DRAINAGE FACILITY and CITY  
25 conduct a final inspection of PROJECT."

26 5. ASSIGNEE agrees to complete construction of DISTRICT DRAINAGE  
27 FACILITIES as detailed in AGREEMENT within twelve (12) consecutive months after execution  
28

1 of this Agreement and within one hundred twenty (120) consecutive calendar days after  
2 commencing work on DISTRICT DRAINAGE FACILITIES.

3           6.       In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein,  
4 CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of  
5 RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE  
6 of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,  
7 ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real  
8 property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by  
9 ASSIGNEE and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all  
10 charges incurred pursuant to AGREEMENT.

11           7.       The assignment and assumption of RIGHTS AND OBLIGATIONS pursuant to  
12 this Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal  
13 representatives, heirs and legatees of the respective parties hereto.

14           8.       In the event of any arbitration, action or suit brought by either party against the  
15 other party by reason of any breach on the part of the other party of any of the covenants and  
16 agreements set forth in this ASSIGNMENT or any other dispute concerning this ASSIGNMENT,  
17 the prevailing party in any such action or dispute by a final judgment or arbitration award shall be  
18 entitled to have and recover from the other party all costs and expenses or claims, including but  
19 not limited to, attorney's fees and expert witness fees. This section shall survive any termination  
20 of this ASSIGNMENT.

21           9.       This ASSIGNMENT is to be construed in accordance with the laws of the State of  
22 California.

23           10.      Any and all notices sent or required to be sent to ASSIGNOR or ASSIGNEE  
24 arising from either this ASSIGNMENT or the obligations contained in AGREEMENT will be  
25 mailed by first class mail, postage prepaid, to the following addresses:  
26  
27  
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<p>1 RIVERSIDE COUNTY FLOOD CONTROL  2 AND WATER CONSERVATION DISTRICT  3 1995 Market Street  4 Riverside, CA 92501  5 Attn: Administrative Services</p>	<p>CITY OF WILDOMAR  23873 Clinton Keith Road, Suite 201  Wildomar, CA 92595  Attn: Dan York  Public Works Director/City  Engineer</p>
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<p>5 RANCON EQUITY PARTNERS III, LLC  6 41391 Kalmia Street, Suite 200  7 Murrieta, CA 92562  8 Attn: Will Stout  9 Frank Igo</p>	<p>WILDOMAR SPRINGS, LLC  10621 Civic Center Drive  Rancho Cucamonga, CA 91730  Attn: Peter Pitassi</p>
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11. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this ASSIGNMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT and have been authorized to do so by any and all boards of directors, legal counsel and/or any other board, committee or other entity within their respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

13. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT  
APR 28 2015

on \_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By *J. Williams*  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By *Marion Ashley*  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By *Neal Kipnis*  
NEAL KIPNIS  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By *Kecia Harper-Ihem*  
Deputy

(SEAL)


Assignment, Assumption and Amendment Agreement: Tract No. 31479  
AMR:blm  
03/18/15


**CITY OF WILDOMAR**

By   
GARY NORDQUIST  
City Manager

APPROVED AS TO FORM:

ATTEST:

By   
THOMAS D. JEX  
City Attorney

By   
DEBBIE A. LEE  
City Clerk

(SEAL)

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Assignment, Assumption and Amendment Agreement: Tract No. 31479  
AMR:blm  
03/18/15



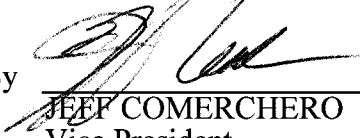
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**ASSIGNOR**

**RANCON EQUITY PARTNERS III, LLC**  
a California limited liability company

By   
\_\_\_\_\_  
**DANIEL L. STEPHENSON**  
Manager

**PACWEST GROUP, INC.**  
a California corporation

By   
\_\_\_\_\_  
**JEFF COMERCHERO**  
Vice President

(ATTACH NOTARY ACKNOWLEDGEMENT  
WITH CAPACITY STATEMENT)

Assignment, Assumption and Amendment Agreement: Tract No. 31479  
AMR:blm  
03/18/15

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

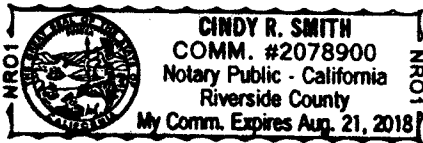
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of RIVERSIDE  
On MARCH 24, 2015 before me, CINDY R. SMITH, A NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared DANIEL LEE STEPHENSON AND JEFFERY COMEICHERO  
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.

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 Cindy R. Smith  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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**ASSIGNEE**

**WILDOMAR SPRINGS, LLC,**  
a California limited liability company

By: Diversified Pacific Communities, LLC,  
a Delaware limited liability company,  
its Manager

By   
\_\_\_\_\_  
MATTHEW A. JORDAN  
Co-Managing Member

(ATTACH NOTARY ACKNOWLEDGEMENT  
WITH CAPACITY STATEMENT)

Assignment, Assumption and Amendment Agreement: Tract No. 31479  
AMR:blm  
03/18/15

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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State of California )

County of San Bernardino )

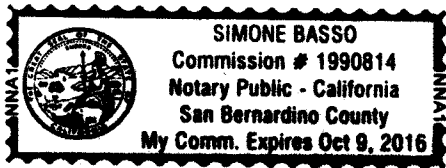
On March 24, 2015 before me, Simone Basso, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan  
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.

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_



My Comm Expires Oct 8, 2016  
San Bernardino County  
Notary Public - California  
Commission # 190974  
DANIEL RABBITT

