

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

294



**FROM:** TLMA Transportation & Economic Development Agency

**SUBMITTAL DATE:**  
August 6, 2015

**SUBJECT:** Assignment and Assumption of Joint Community Facilities Agreements by and between Boulder Springs Ventures, LLC, CA Boulder Springs Holdings, LLC, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Service Area No. 117, and Riverside-Corona Resource Conservation District, District 1, [\$0]

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

1. Approve the Assignment and Assumption Agreement by and between Boulder Springs Ventures, LLC, CA Boulder Springs Holdings, LLC, the County of Riverside, and Riverside County Service Area No. 117 in connection with Community Facilities District 2002-1 (Boulder Springs);
2. Approve the Assignment and Assumption Agreement by and between Boulder Springs Ventures, LLC, CA Boulder Springs Holdings, LLC, Riverside County Flood Control and Water Conservation District, the County of Riverside, in connection with Community Facilities District 2002-1 (Boulder Springs);

(Continued)

Juan C. Perez  
Director of Transportation &  
Land Management

Robert Field  
Assistant County Executive Officer/EDA  
By: Jeffrey Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy X <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No  
**For Fiscal Year:** 2015-16

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

APPROVE

BY:   
Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Benoit  
Nays: None  
Absent: Ashley  
Date: August 18, 2015  
xc: Transp., EDA, Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

(Companion Item 11-1)

3-84

**Prev. Agn. Ref.:** 1/11/2005 3.28 | **District:** 1 | **Agenda Number:**

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

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

**FORM 11:** Assignment and Assumption of Joint Community Facilities Agreements by and between Boulder Springs Ventures, LLC, CA Boulder Springs Holdings, LLC, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Service Area No. 117, and Riverside-Corona Resource Conservation District, District 1, [\$0]

**DATE:** August 6, 2015

**PAGE:** 2 of 2

**RECOMMENDED MOTION:** (Continued)

3. Approve the Assignment and Assumption Agreement by and between Boulder Springs Ventures, LLC, CA Boulder Springs Holdings, LLC, Riverside-Corona Resource Conservation District, the County of Riverside, in connection with Community Facilities District 2002-1 (Boulder Springs);
4. Authorize the Chairman to execute each of the documents on behalf of the County; and,
5. Authorize the Chairman to execute the County Joint Community Facilities Assignment and Assumption Agreement on behalf of the Riverside County Service Area No. 117.

**BACKGROUND:**

**Summary**

CA Boulder Springs Holdings, LLC acquired certain real property from Boulder Springs Ventures, LLC within Community Facilities District (CFD) No. 2002-1 (Boulder Springs). Boulder Springs Ventures, LLC unconditionally conveys to CA Boulder Springs Holdings, LLC all rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to CFD 2002-1 (Boulder Springs) pursuant to the County Joint Community Facilities Agreement (County JCFA), dated December 1, 2004 entered into by and among the Community Facilities District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District, County of Riverside, Riverside County Service Area No. 117 (CSA 117).

Boulder Springs Ventures, LLC also unconditionally conveys to CA Boulder Springs Holdings, LLC all rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to CFD 2002-1 (Boulder Springs) pursuant to the Flood Control Joint Community Facilities Agreement (Flood Control JCFA), dated December 1, 2004 entered into by and among the Community Facilities District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District, County of Riverside, and the Riverside County Flood Control and Water Conservation District (RCFCWD).

Boulder Springs Ventures, LLC also unconditionally conveys to CA Boulder Springs Holdings, LLC all rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to CFD 2002-1 (Boulder Springs) pursuant to the Riverside-Corona Resource Conservation District Joint Community Facilities Agreement (RCRCD JCFA), dated October 1, 2004 entered into by and among the Community Facilities District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District, the Riverside-Corona Resource Conservation District (RCRCD).

CA Boulder Springs Holdings, LLC assumes and agrees to perform all remaining duties, liabilities, obligations, and responsibilities of Boulder Springs Ventures, LLC with respect to CFD 2002-1 (Boulder Springs) as provided in the County JCFA, the Flood Control JCFA, and the RCRCD JCFA pursuant to the General Assignment dated as of October 6, 2009 by and between Boulder Springs Ventures, LLC and CA Boulder Springs Holdings, LLC.

Pursuant to Section 6.3 of the JCFA's, the School District, the Community Facilities District, CSA 117, RCFCWD, RCRCD, and the County, must give written consent to the assignment of duties and obligation of the original property owner. It is recommended that the assignment of this agreement be given to CA Boulder Springs Holdings, LLC.

A companion item is on the Flood Control agenda.

**Impact on Citizens and Businesses**

This is a change of ownership and has no impact on the citizens and the affected area.

ASSIGNMENT AND ASSUMPTION AGREEMENT  
FOR COUNTY JCFA

This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR COUNTY JCFA (this "Assignment Agreement") is entered into as of JULY 27, 2015, by and between BOULDER SPRINGS VENTURES, LLC, a California limited liability company (the "Assignor"), and CA BOULDER SPRINGS HOLDINGS LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor, B & C Land-Boulder Springs, LLC, a California limited liability company, Hilltop Ranch, LLC, a California limited liability company and K. Hovnanian Forecast Homes, Inc., a California corporation, and the Community Facilities District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District (the "Community Facilities District"), the Val Verde Unified School District (the "School District"), the County of Riverside (the "County"), and Riverside County Service Area No. 117 ("CSA 117") have entered into that certain Joint Community Facilities Agreement, dated as of December 1, 2004 (the "Joint Community Facilities Agreement"), regarding the funding and construction of certain water and sewer facilities and street and appurtenant drainage facilities (the "County Facilities") and the provision of electricity to street lighting within the Community Facilities District (the "CSA Facilities"), located on the property described therein, including the Property (as defined below);

WHEREAS, the Assignee is the current owner of that certain undeveloped real property (the "Property") located within the County and all within the boundaries of the School District, as described in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Assignor assigned, transferred and conveyed to Assignee all of its right, title and interest in and to the Joint Community Facilities Agreement pursuant to that certain General Assignment dated as of October 6, 2009 by and between Assignor and Assignee;

WHEREAS, pursuant to Section 6.3 of the Joint Community Facilities Agreement, neither the Joint Community Facilities Agreement nor the duties and obligations of the Assignor may be assigned to any person or legal entity other than an affiliate of the Assignor without the written consent of the School District, the Community Facilities District, CSA 117 and the County;

WHEREAS, as set forth in Section 6.3 of the Joint Community Facilities Agreement, all of the covenants, stipulations, promises, and agreements contained in the Joint Community Facilities Agreement by or on behalf of, or for the benefit of, either of

the parties, shall bind or inure to the benefit of the successor and assigns of the respective parties;

WHEREAS, to more clearly evidence the assignment and assumption, the Assignor and Assignee have agreed to execute this Assignment Agreement; and

WHEREAS, by this Assignment Agreement, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in, and the obligations and liabilities under the Joint Community Facilities Agreement with respect to the Property only, and the Assignee desires to accept such assignment and assume such obligations and liabilities with respect to the Property only.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns, transfers, sets over and delivers to the Assignee all of the Assignor's right, title and interest in and to the Joint Community Facilities Agreement, and the Assignee hereby acknowledges, assumes and agrees to undertake and perform all of the Assignor's obligations and liabilities under the Joint Community Facilities Agreement.
2. Consent. By executing below, each of the County, the School District, and the Community Facilities District hereby consents to the assignment by the Assignor to the Assignee.
3. Governing Law. This Assignment shall be governed by, and interpreted and enforced under, the laws of the State of California.
4. Counterparts. This Assignment Agreement may be executed in counterparts and facsimile copies of signatures shall have the full force and effect as original signatures.
5. Signing Authority. Each individual executing this Assignment Agreement on behalf of the respective entity represents and warrants that he/she is duly authorized to execute and deliver this Assignment Agreement on behalf of such entity, and that this Assignment Agreement is binding upon such entity in accordance with its terms.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

**ASSIGNOR:**


BOULDER SPRINGS VENTURES, LLC,  
a Delaware limited liability company

By: CA Boulder Springs Holdings LLC  
a Delaware limited liability company  
Its: sole member

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory

**ASSIGNEE:**

CA BOULDER SPRINGS HOLDINGS LLC,  
a Delaware limited liability company

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory

**COUNTY:**

COUNTY OF RIVERSIDE

By: Marian Alley  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: Kelli Dastan, Deputy  
Secretary of the Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 10/26/15  
DATE

**COMMUNITIES FACILITIES DISTRICT:**

COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(BOULDER SPRINGS) OF THE VAL VERDE  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Legislative Body

**ATTEST:**


By: \_\_\_\_\_  
Clerk of the Board of the Legislative  
Body of the Community Facilities  
District No. 2002-1 (Boulder Springs) of  
the Val Verde Unified School District

**COMMUNITIES FACILITIES DISTRICT:**

COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(BOULDER SPRINGS) OF THE VAL VERDE  
UNIFIED SCHOOL DISTRICT

By:   
President of the Legislative Body

ATTEST:


By:   
Clerk of the Board of the Legislative  
Body of the Community Facilities  
District No. 2002-1 (Boulder Springs) of  
the Val Verde Unified School District

**SCHOOL DISTRICT:**

VAL VERDE UNIFIED SCHOOL DISTRICT

  
Juan M. López, Superintendent

ATTEST:

By:   
Suzanne Stotlar, Board Clerk

CSA 117:

RIVERSIDE COUNTY SERVICE AREA NO. 117

By: *Marvin Adelle*  
Chairman of the Board of Supervisors of the  
County of Riverside as the governing body

FORM APPROVED COUNTY COUNSEL  
BY: *Dale A. Gardner* *10/26/15*  
DALE A. GARDNER DATE

ATTEST:

KECIA HARPER, IHEM, Clerk

By: *[Signature]*  
DEPUTY



**EXHIBIT A**

**DESCRIPTION OF PROPERTY  
IN IMPROVEMENT AREAS B AND C OF  
COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(the "Property")**

**Improvement Area B**

<b>PROPERTY OWNER</b>	<b>ASSESSOR'S PARCEL NUMBER</b>
Boulder Springs Ventures, LLC	319-020-014
Boulder Springs Ventures, LLC	319-020-015
Boulder Springs Ventures, LLC	319-020-016
Boulder Springs Ventures, LLC	319-020-017
Boulder Springs Ventures, LLC	319-020-018
Boulder Springs Ventures, LLC	319-020-019
Boulder Springs Ventures, LLC	321 130 015
Boulder Springs Ventures, LLC	321 130 016

**Improvement Area C**

<b>PROPERTY OWNER</b>	<b>ASSESSOR'S PARCEL NUMBER</b>
Boulder Springs Ventures, LLC	321-120-004
Boulder Springs Ventures, LLC	321-130-017
Boulder Springs Ventures, LLC	321-140-019
Boulder Springs Ventures, LLC	321-140-020
Boulder Springs Ventures, LLC	321-140-021
Boulder Springs Ventures, LLC	321-140-022
Boulder Springs Ventures, LLC	321-140-023
Boulder Springs Ventures, LLC	321-140-024
Boulder Springs Ventures, LLC	321-140-025
Boulder Springs Ventures, LLC	321-140-026
Boulder Springs Ventures, LLC	321-140-027
Boulder Springs Ventures, LLC	321-140-028

Boulder Springs Ventures, LLC	321-140-029
Boulder Springs Ventures, LLC	321-140-030
Boulder Springs Ventures, LLC	321-140-031
Boulder Springs Ventures, LLC	321-140-032
Boulder Springs Ventures, LLC	321-150-004
Boulder Springs Ventures, LLC	321-410-001
Boulder Springs Ventures, LLC	321-410-002
Boulder Springs Ventures, LLC	321-410-003
Boulder Springs Ventures, LLC	321-410-004
Boulder Springs Ventures, LLC	321-410-005
Boulder Springs Ventures, LLC	321-410-006
Boulder Springs Ventures, LLC	321-410-007
Boulder Springs Ventures, LLC	321-410-008
Boulder Springs Ventures, LLC	321-410-009
Boulder Springs Ventures, LLC	321-410-010
Boulder Springs Ventures, LLC	321-410-011

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you

ASSIGNMENT AND ASSUMPTION AGREEMENT  
FOR RCRCF FACILITIES

This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR RCRCF FACILITIES (this "Assignment Agreement") is entered into as of \_\_\_\_\_, 2015, by and between BOULDER SPRINGS VENTURES, LLC, a California limited liability company (the "Assignor"), and CA BOULDER SPRINGS HOLDINGS LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor, B & C Land-Boulder Springs, LLC, a California limited liability company, Hilltop Ranch, LLC, a California limited liability company and K. Hovnanian Forecast Homes, Inc., a California corporation, and the Community Facilities District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District (the "Community Facilities District"), the Val Verde Unified School District (the "School District"), and the Riverside-Corona Resource Conservation District (the "RCRCF"), have entered into that certain Joint Community Facilities Agreement, dated as of October 1, 2004 (the "Joint Community Facilities Agreement"), regarding the funding of certain open space areas and appurtenant facilities to be dedicated to and maintained by the RCRCF (the "RCRCF Facilities"), located on the property described therein, including the Property (as defined below);

WHEREAS, the Assignee is the current owner of that certain undeveloped real property (the "Property") located within the County of Riverside (the "County") and all within the boundaries of the School District, as described in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, Assignor assigned, transferred and conveyed to Assignee all of its right, title and interest in and to the Joint Community Facilities Agreement, as well as to the related Memorandum of Understanding Regarding the Distribution of Proceeds to the Riverside-Corona Resource Conservation District Within the Boulder Springs Development and Val Verde Unified School District CFD 2002-1 (March 2006) ("MOU"), pursuant to that certain General Assignment dated as of October 6, 2009 by and between Assignor and Assignee;

WHEREAS, pursuant to Section 6.3 of the Joint Community Facilities Agreement, neither the Joint Community Facilities Agreement nor the duties and obligations of the Assignor may be assigned to any person or legal entity other than an affiliate of the Assignor without the written consent of the School District, the Community Facilities District, the RCRCF and the County;

WHEREAS, as set forth in Section 6.3 of the Joint Community Facilities Agreement and Paragraph 9 of the MOU, all of the covenants, stipulations, promises, and

agreements contained in the Joint Community Facilities Agreement by or on behalf of, or for the benefit of, either of the parties, shall bind or inure to the benefit of the successor and assigns of the respective parties;

WHEREAS, to more clearly evidence the assignment and assumption, the Assignor and Assignee have agreed to execute this Assignment Agreement; and

WHEREAS, by this Assignment Agreement, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in, and the obligations and liabilities under the Joint Community Facilities Agreement and the MOU with respect to the Property only, and the Assignee desires to accept such assignment and assume such obligations and liabilities with respect to the Property only.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns, transfers, sets over and delivers to the Assignee all of the Assignor's right, title and interest in and to the Joint Community Facilities Agreement and MOU, and the Assignee hereby acknowledges, assumes and agrees to undertake and perform all of the Assignor's obligations and liabilities under the Joint Community Facilities Agreement and MOU.

2. Consent. By executing below, each of the County, the School District, the RCRCDD, and the Community Facilities District hereby consents to the assignment by the Assignor to the Assignee.

3. Governing Law. This Assignment shall be governed by, and interpreted and enforced under, the laws of the State of California.

4. Counterparts. This Assignment Agreement may be executed in counterparts and facsimile copies of signatures shall have the full force and effect as original signatures.

5. Signing Authority. Each individual executing this Assignment Agreement on behalf of the respective entity represents and warrants that he/she is duly authorized to execute and deliver this Assignment Agreement on behalf of such entity, and that this Assignment Agreement is binding upon such entity in accordance with its terms.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

**ASSIGNOR:**


BOULDER SPRINGS VENTURES, LLC,  
a Delaware limited liability company

By: CA Boulder Springs Holdings, LLC,  
a Delaware limited liability company  
Its: sole member

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory

**ASSIGNEE:**

CA BOULDER SPRINGS HOLDINGS LLC, a  
Delaware limited liability company

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory

COUNTY:

COUNTY OF RIVERSIDE

By: Marion Asseley  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: Katherine Perity  
Secretary of the Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 10/26/15  
DALE A. GARDNER DATE

COMMUNITIES FACILITIES DISTRICT:

COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(BOULDER SPRINGS) OF THE VAL VERDE  
UNIFIED SCHOOL DISTRICT

By: Marla Kirkland  
President of the Legislative Body

ATTEST:

By: Suzanne Stotlar  
Clerk of the Board of the Legislative  
Body of the Community Facilities  
District No. 2002-1 (Boulder Springs) of  
the Val Verde Unified School District

SCHOOL DISTRICT:

VAL VERDE UNIFIED SCHOOL DISTRICT

Juan M. Lopez  
Juan M. López, Superintendent

ATTEST:

By: Suzanne Stotlar  
Suzanne Stotlar, Board Clerk

**RCRCD:**

**RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT**

By:   
\_\_\_\_\_  
President of the Board of Directors

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

RCFC-P8/171919

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR FLOOD CONTROL FACILITIES

2  
3  
4 This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR FLOOD CONTROL  
5 FACILITIES (this "Assignment Agreement") is entered into as of AUGUST 18, 2015,  
6 by and between BOULDER SPRINGS VENTURES, LLC, a California limited liability  
7 company (the "Assignor"), and CA BOULDER SPRINGS HOLDINGS LLC, a Delaware  
8 limited liability company (the "Assignee").

RECITALS

9 WHEREAS, the Assignor, B & C Land-Boulder Springs, LLC, a California limited  
10 liability company, Hilltop Ranch, LLC, a California limited liability company and K.  
11 Hovnanian Forecast Homes, Inc., a California corporation, and the Community Facilities  
12 District No. 2002-1 (Boulder Springs) of the Val Verde Unified School District (the  
13 "Community Facilities District"), the Val Verde Unified School District (the "School  
14 District"), the Riverside County Flood Control and Water Conservation District (the  
15 "Flood Control District"), and the County of Riverside (the "County"), have entered into that  
16 certain Amended and Restated Joint Community Facilities Agreement, dated as of  
17 December 1, 2004 (the "Joint Community Facilities Agreement"), regarding the  
18 acquisition and construction of the flood control facilities on the property described  
19 therein, including the Property (as defined below);

20 WHEREAS, the Assignee is the owner of certain undeveloped real property (the  
21 "Property") located within the County and all within the boundaries of the School  
22 District, as described in Exhibit "A" attached hereto and incorporated herein by reference;

23 WHEREAS, Assignor assigned, transferred and conveyed to Assignee all of its right,  
24 title and interest in and to the Joint Community Facilities Agreement pursuant to that certain  
25 General Assignment dated as of October 6, 2009 by and between Assignor and Assignee;

26 WHEREAS, as set forth in Section 6.3 of the Joint Community Facilities Agreement,  
27 neither the Joint Community Facilities Agreement nor the duties and obligations of the  
28 Assignor may be assigned to any person or legal entity other than an affiliate of the Assignor  
without the written consent of the School District, the Community Facilities District, the Flood  
Control District and the County;

WHEREAS, to more clearly evidence the assignment and assumption, the Assignor and  
Assignee have agreed to execute this Assignment Agreement; and

WHEREAS, by this Assignment Agreement, the Assignor desires to assign to the  
Assignee all of the Assignor's right, title and interest in, and the obligations and liabilities  
under the Joint Community Facilities Agreement with respect to the Property only, and the



1 Assignee desires to accept such assignment and assume such obligations and liabilities  
2 with respect to the Property only.

3  
4 AGREEMENT

5 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency  
6 of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

7 1. Assignment and Assumption. The Assignor hereby assigns, transfers, sets over  
8 and delivers to the Assignee all of the Assignor's right, title and interest in and to the Joint  
9 Community Facilities Agreement, and the Assignee hereby acknowledges, assumes and agrees  
10 to undertake and perform all of the Assignor's obligations and liabilities under the Joint  
11 Community Facilities Agreement.

12 2. Consent. By executing below, each of the County, the School District, the Flood  
13 District, and the Community Facilities District hereby consents to the assignment by the  
14 Assignor to the Assignee.

15 3. Governing Law. This Assignment shall be governed by, and interpreted and  
16 enforced under, the laws of the State of California.

17 4. Counterparts. This Assignment Agreement may be executed in counterparts and  
18 facsimile copies of signatures shall have the full force and effect as original signatures.

19 5. Signing Authority. Each individual executing this Assignment Agreement on behalf  
20 of the respective entity represents and warrants that he/she is duly authorized to execute and  
21 deliver this Assignment Agreement on behalf of such entity, and that this Assignment  
22 Agreement is binding upon such entity in accordance with its terms.  
23  
24  
25  
26  
27  
28


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

**ASSIGNOR:**


BOULDER SPRINGS VENTURES, LLC,  
a Delaware limited liability company

By: CA Boulder Springs Holdings LLC  
a Delaware limited liability company  
Its: sole member

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory

**ASSIGNEE:**

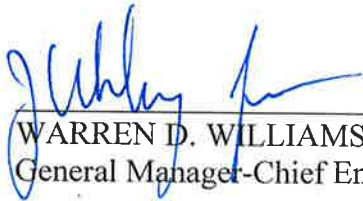
CA BOULDER SPRINGS HOLDINGS LLC,  
a Delaware limited liability company

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FLOOD DISTRICT:**

**RECOMMENDED FOR APPROVAL:**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

By:   
MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

By:   
DALE GARDNER  
Deputy County Counsel

**ATTEST:**

KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

Date:           AUG 18 2015

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**COUNTY:**

COUNTY OF RIVERSIDE

By: Maureen Asseleg  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
KEGIA HARPER-IHEM, Clerk  
Barbara DEPUTY

**ATTEST:**

By: \_\_\_\_\_  
Secretary of the Board of Supervisors

**COMMUNITIES FACILITIES DISTRICT:**

COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(BOULDER SPRINGS) OF THE VAL VERDE  
UNIFIED SCHOOL DISTRICT

By: Marla Kirkland  
President of the Legislative Body

**ATTEST:**

By: Day Sotter  
Clerk of the Board of the Legislative  
Body of the Community Facilities  
District No. 2002-1 (Boulder Springs) of  
the Val Verde Unified School District

**SCHOOL DISTRICT:**

VAL VERDE UNIFIED SCHOOL DISTRICT

Juan M. Lopez  
Juan M. López, Superintendent

**ATTEST:**

By: Suzanne Stotlar  
Suzanne Stotlar, Board Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**DESCRIPTION OF PROPERTY  
IN IMPROVEMENT AREAS B AND C OF  
COMMUNITY FACILITIES DISTRICT NO. 2002-1  
(the "Property")**

Improvement Area B

PROPERTY OWNER	ASSESSOR'S PARCEL NUMBER
Boulder Springs Ventures, LLC	319-020-014
Boulder Springs Ventures, LLC	319-020-015
Boulder Springs Ventures, LLC	319-020-016
Boulder Springs Ventures, LLC	319-020-017
Boulder Springs Ventures, LLC	319-020-018
Boulder Springs Ventures, LLC	319-020-019
Boulder Springs Ventures, LLC	321 130 015
Boulder Springs Ventures, LLC	321 130 016

Improvement Area C

PROPERTY OWNER	ASSESSOR'S PARCEL NUMBER
Boulder Springs Ventures, LLC	321-120-004
Boulder Springs Ventures, LLC	321-130-017
Boulder Springs Ventures, LLC	321-140-019
Boulder Springs Ventures, LLC	321-140-020
Boulder Springs Ventures, LLC	321-140-021
Boulder Springs Ventures, LLC	321-140-022
Boulder Springs Ventures, LLC	321-140-023
Boulder Springs Ventures, LLC	321-140-024
Boulder Springs Ventures, LLC	321-140-025
Boulder Springs Ventures, LLC	321-140-026
Boulder Springs Ventures, LLC	321-140-027
Boulder Springs Ventures, LLC	321-140-028

1	Boulder Springs Ventures, LLC	321-140-029
2	Boulder Springs Ventures, LLC	321-140-030
3	Boulder Springs Ventures, LLC	321-140-031
4	Boulder Springs Ventures, LLC	321-140-032
5	Boulder Springs Ventures, LLC	321-150-004
6	Boulder Springs Ventures, LLC	321-410-001
7	Boulder Springs Ventures, LLC	321-410-002
8	Boulder Springs Ventures, LLC	321-410-003
9	Boulder Springs Ventures, LLC	321-410-004
10	Boulder Springs Ventures, LLC	321-410-005
11	Boulder Springs Ventures, LLC	321-410-006
12	Boulder Springs Ventures, LLC	321-410-007
13	Boulder Springs Ventures, LLC	321-410-008
14	Boulder Springs Ventures, LLC	321-410-009
15	Boulder Springs Ventures, LLC	321-410-010
16	Boulder Springs Ventures, LLC	321-410-011
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		