

FORM APPROVED COUNTY COUNSEL  
 8/6/15  
 BY: JAMES E. BROWN  
 DATE

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

705B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 August 18, 2015

**SUBJECT:** Approval of Assignment and Assumption of Joint Communities Facilities Agreement (Flood Control Improvements) for Community Facilities District No. 2002-1 (Boulder Springs) of Val Verde Unified School 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, Riverside County Flood Control and Water Conservation District and the County of Riverside, in connection with Community Facilities District 2002-1 (Boulder Springs); and,
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

MHW Departmental Concurrence

MHW:bjp  
 171918

*[Signature]*  
 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: N/A  
 For Fiscal Year: N/A

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

APPROVE  
*[Signature]*  
 BY: 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 Benoit  
 Nays: None  
 Absent: Ashley  
 Date: August 18, 2015  
 xc: Flood, EDA, Transp.

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

(Companion Item 3-84)

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

Prev. Agn. Ref.: District: 1<sup>st</sup> Agenda Number:

**11-1**

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

**FORM 11:** Approval of Assignment and Assumption of Joint Communities Facilities Agreement  
(Flood Control Improvements) for Community Facilities District 2002-1 (Boulder Springs)  
of Val Verde Unified School District District 1, [\$0]

**DATE:** August 18, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

CA Boulder Springs Holdings, LLC has 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 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 (District).

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 Flood Control 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, the District must give written consent to the assignment of duties and obligations 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 also appears on the County's Agenda for this date.

**Impact on Residents and Businesses**

Execution of this Assignment and Assumption Agreement will have no impact upon local residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**ATTACHMENT**

1. Vicinity Map

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 FLOOD CONTROL FACILITIES

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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

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

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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.  
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[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:**

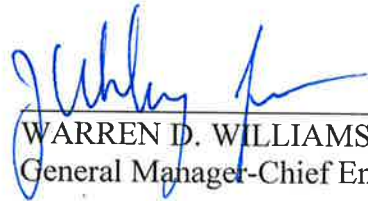
CA BOULDER SPRINGS HOLDINGS LLC,  
a Delaware limited liability company

By:   
Name: Jonas Stiklorius  
Title: Authorized Signatory


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**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

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**COUNTY:**

COUNTY OF RIVERSIDE

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

ATTEST:  
KEGIA HARPER-IHEM, Clerk  
Maureen Asseleg  
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	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
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RIVERSIDE COUNTY FLOOD &  
WATER CONSERVATION DISTRICT  
FACILITIES WITHIN  
VAL VERDE UNIFIED SCHOOL DISTRICT ~ CFD # 2002-1  
IMPROVEMENT AREA "B"



SCALE: 1" = 1000'

LEGEND:  
STORM DRAIN FACILITIES

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL (951) 279-1800  
FAX (951) 279-4380

**OSBORN**  
**K&A**  
**ENGINEERING**  
**LAND PLANNING**  
**SURVEYING**  
Engineering, Inc.

12-30-04

