

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



ITEM
11.3
(ID # 9381)

MEETING DATE:

Tuesday, April 9, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2019-06, Considering an Environmental Impact Report (SCH#91082004) for the Winchester Hills Specific Plan No. 293, Making Responsible Agency Findings Pursuant to the Provisions of the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for Winchester Hills Specific Plan No. 293 Environmental Impact Report, Approval of the Second Assignment, Assumption and Amendment Agreement to Cooperative Agreement Between the Riverside County Flood Control District, the County of Riverside, The Woods (Riverside) Venture, LLLP, and Forestar (USA) Real Estate Group, Inc. for Winchester Hills Line 2, Stage 1 (Tract No. 30809), Project No. 4-0-00576, Nothing Further is required Under CEQA, District 3. [\$0] (Companion Item to MT Item 9112)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2019-06, Considering an Environmental Impact Report (SCH#91082004) for the Winchester Hills Specific Plan No. 293, Making Responsible Agency Findings Pursuant to the Provisions of the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for Winchester Hills Specific Plan No. 293 Environmental Impact Report (EIR);
2. Find that nothing further is required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified EIR and have been avoided or mitigated pursuant to that earlier EIR;

Continued on page 2

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 9, 2019
xc: Flood, Transp., Recorder (Companion Item to 3.15)

Kecia Harper
Clerk of the Board
By
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chairwoman to execute the Agreement documents on behalf of the District;
4. Approve the Second Assignment, Assumption and Amendment Agreement to Cooperative Agreement between the Riverside County Flood Control District (District), the County of Riverside (County), The Woods (Riverside) Venture, LLLP (Assignor), and Forestar (USA) Real Estate Group, Inc. (Assignee) ("Agreement");
5. Direct the Clerk of the Board to return four (4) executed Agreements to the District and one (1) executed Agreement to the Riverside County Transportation Department; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Assignee is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 15, 2015 (Board Agenda Item No. 11.2), the Assignment, Assumption and Amendment Agreement (Agreement) transferred the rights and responsibilities as established by the original cooperative agreement from Continental Residential, Inc. (Previous Assignor) to The Woods (Riverside) Venture, LLLP (Assignor).

Subsequent to the execution of said Agreement, Forestar (USA) Real Estate Group, Inc. (Assignee) acquired fee title to the project from Assignor. This Second Assignment, Assumption and Amendment Agreement will provide for the transfer of rights and obligations from Assignor to Assignee and once executed, the Assignee will assume responsibility for the construction of the drainage facility as originally required as a condition of development for Tract No. 30809. Upon completion of the facility's construction, the District will assume ownership, operation and maintenance of the Winchester Hills Line 2, Stage 1 facility.

County Counsel has approved the Agreement as to legal form, and the Assignor and Assignee have executed the Agreement. A companion item appears on the Riverside County Transportation Department's Board agenda this same date.

Prev Agn. Ref.: 11.2 of 12/15/15
3.25 of 10/28/97

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

Environmental Findings

An Environmental Impact Report (EIR) was prepared for the project by the County and certified by the Board of Supervisors on October 28, 1997 (Item 3.25). Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a responsible agency, considered the EIR that was prepared for the project and independently finds that the EIR adequately covers the construction, operation and ongoing maintenance of the flood control facilities that are the subject of the Agreements. Furthermore, the District finds that no significant impacts will occur as a result of the operation and ongoing maintenance of the proposed storm drain facilities, and no further analysis under CEQA is required. Therefore, the District prepared the attached Notice of Determination (NOD), and requests that the Clerk of the Board file the NOD with the County Clerk within five working days of approval by the Board.

Impact on Residents and Businesses

Assignee's planned development will benefit from the storm drain facilities that are to be constructed by the Assignee. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

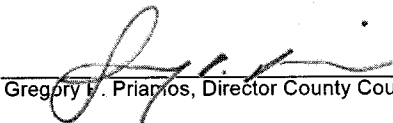
Additional Fiscal Information

The Assignee is funding all construction and construction inspection costs. Future operations and maintenance costs associated with said mainline storm drain facility will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Second Assignment Assumption and Amendment Agreement
3. Resolution No. 2019-06
4. Notice of Determination
5. Authorization to Bill

AMR:blm
P8/224950



Gregory L. Priamos, Director County Counsel 4/3/2019

Board of Supervisors

Riverside County Flood Control
and Water Conservation District

RESOLUTION NO. F2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT NO. (SCH# 91082004) FOR THE
WINCHESTER HILLS SPECIFIC PLAN NO. 293, MAKING RESPONSIBLE AGENCY FINDINGS
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,
AND ISSUING CERTAIN LIMITED APPROVALS FOR WINCHESTER HILLS SPECIFIC
PLAN NO. 293 ENVIRONMENTAL IMPACT REPORT

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has been designated as the agency responsible for the acceptance and maintenance of all storm drain improvements that are required to be installed as a part of implementing the Winchester Hills Specific Plan No. 293 (the "Project") as long as facilities are designed to the District's standards; and

WHEREAS, certain developments known as Tract Nos. 30809, 30807 and 31892 ("Tracts") are implementing projects of the Project will require the project applicants for the Tracts to enter into cooperative agreements with the District including certain terms, conditions and obligations imposed upon said project applicants for the design, installation, construction and transfer of all storm drain improvements (the "Facilities"); and

WHEREAS, the District will be asked to make certain limited approvals for the Project, specifically including the approval of certain cooperative agreements with project applicants for implementing Tracts of the Project; and

WHEREAS, the District has reviewed the Facilities associated with the Tract and has determined that all storm drain improvements referenced as the Facilities have been designed to the District's standards and consistent with what was evaluated in the EIR for the Project; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) ("CEQA") an Environmental Impact Report ("EIR") for the Winchester Hills Specific Plan No. 293 was previously prepared and certified by the County of Riverside, as the CEQA lead agency, on October 28, 1997 (State Clearinghouse No. 91082004) and as amended in Substantial Conformances numbers 1-7; and

FORM APPROVED COUNTY COUNSEL
BY:  4/2/19
LEILA J. MOSHREF-DANESH DATE

1 **WHEREAS**, the County of Riverside served as lead agency for the environmental review and
 2 analysis of the Specific Plan No. 293, including Substantial Conformances Nos. 1-7, pursuant to the
 3 requirements of CEQA; and

4 **WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final EIR,
 5 the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments
 6 received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and Reporting
 7 Program, and approved the Specific Plan No. 293; and

8 **WHEREAS**, the District has limited approval and implementing authority over the Specific Plan
 9 No. 293 and thus serves only as a responsible agency for the Specific Plan No. 293 pursuant to the
 10 requirements of CEQA; and

11 **WHEREAS**, the District, as a responsible agency, has determined that the certified Final EIR
 12 adequately analyzes the potential environmental impacts associated with the District's limited role as a
 13 responsible agency related to any cooperative agreements ("Agreements") for implementation of the
 14 Project; and

15 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

16 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of
 17 Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") assembled
 18 in regular session on April 9, 2019, in the meeting room of the Board of Supervisors located on the 1st floor
 19 of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence
 20 and testimony presented on the matter, both written and oral, including the EIR as it relates to the Specific
 21 Plan No. 293, that:

22 **SECTION 1. CEQA Actions.**

23 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance.

24 As the decision-making body for the District and in the District's limited role as a responsible agency
 25 under CEQA, the District has received, reviewed, and considered the information contained in the
 26 Environmental Impact Report for the Winchester Hills Specific Plan, all comment letters, and other
 27 related documents. Based on this review, the Board finds that, as to those potential environmental
 28 impacts within the District's powers and authorities as responsible agency, that the EIR for the

Specific Plan No. 293 contains a complete, objective, and accurate reporting of those potential impacts and reflects the independent judgment and analysis of the Board.

(b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a responsible agency, considered the EIR that was prepared by the lead agency and independently finds that the EIR adequately covers the District's plan check, inspection, and the operation and future maintenance of the Specific Plan flood control facilities. Furthermore, the District finds that no significant adverse impacts will occur as a result of the inspection, operation, and future maintenance of the Specific Plan flood control facilities and no further analysis under CEQA is required.

(c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation measures were made a condition of approval for the construction and operation of the Specific Plan, and a mitigation monitoring plan/program was adopted by the lead agency, however, the District finds that none of the mitigation measures are required for the operation and maintenance of the proposed storm drain improvements.

SECTION 2. Approval of the Project. As required by State CEQA Guidelines Section 15096 and in its limited role as responsible agency under CEQA, the Board hereby approve the Project as it relates to the Agreements.

SECTION 3. Notice of Determination. The Board hereby directs staff to file a Notice of Determination with the Riverside County Clerk within five (5) working days of the approval of the Agreement(s).

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the offices of the Clerk of the Board of Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District Office, 1995 Market Street, Riverside, CA 92501.

SECTION 5. Execution of Resolution and Agreement. The Clerk of the Board shall sign this Resolution and the Clerk shall attest and certify to the passage and adoption thereof.

1 **BOARD OF SUPERVISORS**

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

2
3 **RESOLUTION NO. F2019-06**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE**
5 **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**
6 **CONSIDERING AN ENVIRONMENTAL IMPACT REPORT NO. (SCH# 91082004) FOR THE**
7 **WINCHESTER HILLS SPECIFIC PLAN NO. 293, MAKING RESPONSIBLE AGENCY FINDINGS**
8 **PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,**
9 **AND ISSUING CERTAIN LIMITED APPROVALS FOR WINCHESTER HILLS SPECIFIC**
10 **PLAN NO. 293 ENVIRONMENTAL IMPACT REPORT**

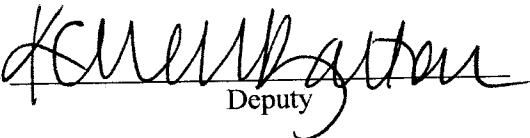
11
12 ADOPTED by Riverside County Board of Supervisors on April 9, 2019

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14 **ROLL CALL:**

15
16 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
17 Nays: None
18 Absent: None
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The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 
Deputy

04.09.19 11.3

NOTICE OF DETERMINATION

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Responsible Agency: **Riverside County Flood Control
and Water Conservation District**
1995 Market Street
Riverside, CA 92501
Contact: Kevin Cunningham

Lead Agency: **Riverside County Planning Department**
4080 Lemon Street, 12th Floor
Riverside, CA 92502

Initial Negative Declaration/Notice of
Determination was routed to County
Clerk for posting on
Hullig
Date Initial

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 91082004

Project Title: Agreements relating to implementation of Winchester Hills Specific Plan No. 293

Project Location: The project site is located in the unincorporated community of Winchester which is situated in southwest Riverside County. More specifically, the project is located within the Winchester Hills Specific Plan (SP) which is bounded by Case Road, Holland Road, Highway 79 and Briggs Road on the north, south, east, and west, respectively. The project area is located in Township 5 South, Range 2 West, Sections 9, 30, 31, 32, and 33 and in Township 6 South, Range 2 West, Sections 4 and 5 of the Winchester 7.5 Series USGS Topographic Quadrangle map. The site is centered at approximately 33° 41' 33.27" N, 117° 6' 50.71" W (latitude, longitude).

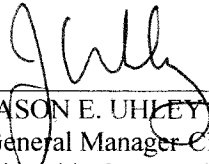
Project Description: The Winchester Hills SP No. 293 and Environmental Impact Report (EIR) was adopted by the Riverside County Board of Supervisors ("County") on October 28, 1997. The adopted plan included a mix of land uses on a 2,065 acre project site. Since adoption, the SP has been amended several times to allow minor modifications from the adopted SP. The last amendment modified the minimum lot sizes in several planning areas in order to provide a finer-grained mix of residential products, to create a more amenitized and pedestrian-oriented community by providing more active and passive open space dispersed throughout the community. The Conditions of Approval (COA) that were adopted for the SP in 1997 are still applicable to the current plan for Tract Nos. 30809, 30807 and 31892. Pursuant to the EIR and the COA that were adopted for the SP, all development within the SP must design and construct drainage improvements that have been approved by the Riverside County Flood Control and Water Conservation District (District) prior to developing the site, and the District shall bear the responsibility of operating and maintaining said facilities upon completion of construction. As such, the project referenced in this Notice of Determination is the limited discretionary approval by the District, as a Responsible Agency for purposes of CEQA, to enter into cooperative agreements with developers within the SP to accept the drainage improvements as prescribed in the EIR. Acceptance of said facilities may require right of way (ROW) associated with these facilities to be conveyed to the District. Operations and maintenance of said facilities and acquisition of associated ROW will not result in significant adverse impacts.

CEQA Determination: This is to advise that the District, in its limited capacity as a Responsible Agency for the project, has considered County's EIR certified on October 28, 1997 and has made the following determinations:

1. Accepting and maintaining the future flood control facilities is within the scope of the County's EIR for the SP, and the environmental effects of the SP project have been adequately addressed, therefore, no further CEQA review is required.
2. The District's project, will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for the SP, and a mitigation monitoring plan/program was adopted by the Lead Agency for the SP project, however, no mitigation measures are required for the District's project.
4. A Statement of Overriding Considerations was adopted by the Lead Agency for this project, however, overriding considerations are not required for the District's project.
5. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the records of this project's approval are available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 12th Floor, Riverside, CA 92501.

Responsible Agency Signature:


JASON E. UHLEY
General Manager/Chief Engineer
Riverside County Flood Control
and Water Conservation District

Date:

3-20-19

KCC:mcv

APR 09 2019 11.3

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 1/18/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660
DEPT ID: 947140 PROGRAM: _____

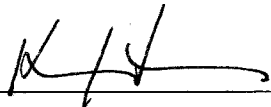
AMOUNT: \$50.00

REF: CDFW Authorization to Bill for Winchester Hills Specific Plan - Proj. No. 137-0-3-75300-00-00-0000-000

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: _____

1

AUTHORIZED BY: Karinne Hansen Ext 54330 
PRESENTED BY: Kevin Cunningham Ext 51526
CONTACT: Joan Valle Ext 58856

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____

SECOND ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
TO COOPERATIVE AGREEMENT

Winchester Hills Line 2, Stage 1
Project No. 4-0-00576
(Tract No. 30809)

This Second Assignment, Assumption and Amendment Agreement ("SECOND ASSIGNMENT") is entered into by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); (ii) the County of Riverside, a political subdivision of the State of California ("COUNTY"); (iii) The Woods (Riverside) Venture, L.L.P., a Delaware limited liability limited partnership ("ASSIGNOR"); and (iv), Forestar (USA) Real Estate Group Inc., a Delaware corporation ("ASSIGNEE"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. On August 1, 2006 [DISTRICT's Board Agenda Item No. 11.5], DISTRICT, COUNTY and Continental Residential, Inc. entered into a Cooperative Agreement ("AGREEMENT"), which set forth the terms and conditions under which Continental Residential, Inc. will design and construct certain flood control and drainage facilities required as a condition of approval for Tract No. 30809 located in the unincorporated western area of Riverside County, State of California (hereinafter, the "PROPERTY"); and

B. On December 15, 2015, DISTRICT, COUNTY, ASSIGNOR and Continental Residential, Inc. previously entered into that certain Assignment, Assumption and Amendment Agreement [DISTRICT's Board Agenda Item No. 11.2], recorded as Document No. 2016 – 0028036 in the Official Records of the County of Riverside and hereinafter called "ASSIGNMENT", setting forth the respective rights and obligations concerning ASSIGNOR's proposed design and construction of PROPERTY; and

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

D. A true copy of the AGREEMENT and ASSIGNMENT have been provided to

ASSIGNEE and said AGREEMENT and ASSIGNMENT describe the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tract No. 30809 are to be designed and constructed by ASSIGNOR, and inspected and accepted for operation and maintenance by DISTRICT and COUNTY; and

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

F. The totality of ASSIGNOR's rights, title, interests, benefits and privileges pursuant to AGREEMENT and ASSIGNMENT are hereinafter collectively called "ASSIGNOR RIGHTS" and the totality of ASSIGNOR's obligations pursuant to AGREEMENT and ASSIGNMENT are hereinafter collectively called "ASSIGNOR OBLIGATIONS"; and

G. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter altogether called "RIGHTS AND OBLIGATIONS"; and

H. ASSIGNOR, ASSIGNEE, COUNTY, and DISTRICT intend that, by execution of this SECOND ASSIGNMENT, ASSIGNEE shall assume all of ASSIGNOR's RIGHTS AND OBLIGATIONS; and

I. Concurrently with the assignment and assumption of AGREEMENT and ASSIGNMENT, DISTRICT desires to make certain amendments to the AGREEMENT and ASSIGNMENT in its entirety; and

J. AGREEMENT specifies that it may be changed or modified subject to the written consent of the Parties thereto; and

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

1. The above Recitals are true and correct.
2. By execution of this SECOND ASSIGNMENT, ASSIGNOR hereby assigns all of its RIGHTS AND OBLIGATIONS to ASSIGNEE.
3. For the benefit of COUNTY and DISTRICT, ASSIGNEE hereby agrees to be bound by the assignment of RIGHTS AND OBLIGATIONS as set forth in Paragraph 2 above.

4. AGREEMENT is hereby amended as follows:

I. Section I.8 is revised to read:

"Notify DISTRICT in writing (Attention: Contract Services Section), at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE FACILITIES, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of DISTRICT DRAINAGE FACILITIES."

5. ASSIGNMENT is hereby amended as follows:

I. Section I.18 is revised to read:

"DEVELOPER shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000

per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and COUNTY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY, its agencies, districts, special districts, and

departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for DEVELOPER's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

E. Pollution Liability:

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If DEVELOPER or its construction contractor(s) maintains

broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

F. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. DEVELOPER shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- d. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- f. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- h. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute

authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement."

II. Section I.20 is revised to read:

"Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and COUNTY conduct a final inspection of PROJECT."

6. ASSIGNEE agrees to complete construction of DISTRICT DRAINAGE FACILITIES as detailed in the AGREEMENT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on DISTRICT DRAINAGE FACILITIES.

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

8. The assignment and assumption of RIGHTS AND OBLIGATIONS pursuant to this SECOND ASSIGNMENT shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

9. SECOND ASSIGNMENT and ASSIGNMENT may be changed or modified only upon the written consent of the Parties hereto.

10. This SECOND ASSIGNMENT is to be construed in accordance with the laws of the State of California.

11. Any and all notices sent or required to be sent to ASSIGNOR or ASSIGNEE arising from either this SECOND ASSIGNMENT, ASSIGNMENT or the obligations contained in the AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services

COUNTY OF RIVERSIDE
4080 Lemon St., 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section
Alan French

THE WOODS (RIVERSIDE) VENTURE
L.L.P.
41391 Kalmia Street, Suite 200
Murrieta, CA 92562
Attn: Jim Lytle

FORESTAR (USA) REAL ESTATE
GROUP INC.
14755 Preston Road, Suite 130
Dallas, TX 75254
Attn: Lauren Adams

12. 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 SECOND 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.

13. The individuals executing this SECOND ASSIGNMENT on behalf of ASSIGNOR and ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this SECOND 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 SECOND ASSIGNMENT.

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

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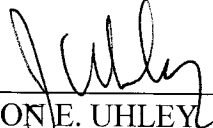
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IN WITNESS WHEREOF, the parties hereto have executed this SECOND

ASSIGNMENT on APR 09 2019.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

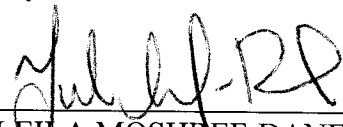
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

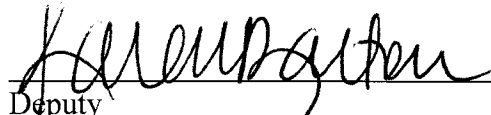
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)

Second Assignment Assumption and Amendment Agreement: Tract No. 30809
AMR:blm
02/19/2019

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation

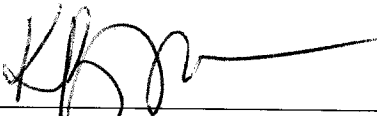
By 
KEVIN JEFFRIES, Chairman
Board of Supervisors

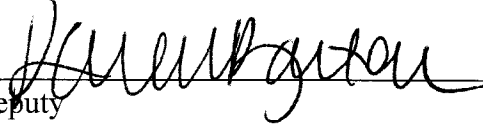
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Second Assignment Assumption and Amendment Agreement: Tract No. 30809
AMR:blm
02/19/2019

ASSIGNOR**THE WOODS (RIVERSIDE) VENTURE,
L.L.L.P.**

a Delaware limited liability limited partnership

By: The Woods (Riverside) ASLI V, L.L.L.P., a
Delaware limited liability limited
partnership, its sole general partnerBy: The Woods (Riverside) GP, LLC, a
Delaware limited liability company,
its sole general partnerBy: Avanti Properties Group II, L.L.L.P., a
Delaware limited liability limited partnership,
its sole member and managerBy: Avanti Management Corporation, a Florida
corporation, its sole general partner

By



MARVIN SHAPIRO
President(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)Second Assignment Assumption and Amendment Agreement: Tract No. 30809
AMR:blm
02/19/2019

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 FLORIDA)

COUNTY OF ORANGE)

On March 8, 2019, before me, Shannon Kaitland Staunton, Notary Public, personally appeared Marvin M. Shapiro, 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 Shannon Kaitland Staunton (Seal)



ASSIGNEE

**FORESTAR (USA) REAL ESTATE
GROUP INC.,**

a Delaware corporation

A handwritten signature in black ink, appearing to read "Thomas H. Burleson", is written over a horizontal line.

THOMAS H. BURLESON

Senior Vice President and President
West Region

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Second Assignment Assumption and Amendment Agreement: Tract No. 30809
AMR:blm
02/19/2019

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 26th day of February 2019, by

Thomas H. Burleson, as Senior Vice President of Forestar (USA) Real Estate Group Inc.



A handwritten signature in cursive script, appearing to read "Kristen Carlstrom", written over a horizontal line.

Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2019