

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



ITEM: 11.1  
(ID # 14801)

**MEETING DATE:**

Tuesday, April 20, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Assignment and Assumption of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, ERP Holding Co., Inc. and KB Home Coastal, Inc. for Spring Street Channel, Stage 5 (Tract Map Nos. 30908 and 30909), Project No. 1-0-00080, Nothing Further is Required Under CEQA, District 2. [\$0] (Companion Item to MT Item No. 14802)

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

1. Find that nothing further is required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified Environmental Impact Report (EIR) and have been avoided or mitigated pursuant to that earlier EIR;
2. Approve the Assignment and Assumption of Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), ERP Holding Co., Inc. (Assignor) and KB Home Coastal, Inc. (Assignee);
3. Authorize the Chair to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take certain necessary steps to implement the Agreement, including any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel; and
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.

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/31/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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 20, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By   
Deputy

(companion item 3.28)

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

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

**BACKGROUND:**

**Summary**

The Assignment and Assumption Agreement (Agreement) transfers the rights and responsibilities from Assignor as established by the original Cooperative Agreement executed on June 23, 2020 (Board Agenda Item No. 11.3). Once executed, the Assignee will assume responsibility for the construction of the flood control facilities required as a condition of approval for Tract Map Nos. 30908 and 30909. The Agreement is necessary to provide for District and County inspection and subsequent operation and maintenance of the referenced storm drain facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the Spring Street Channel, Stage 5 storm drain systems that are greater than 36 inches in diameter, concrete pads, slope protection barriers, signage and fencing. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, curbs and gutters, concrete collar, connector pipes, inlets and laterals that are 36 inches or less in diameter located within County rights of way. The Assignee will retain ownership of an 18-inch reinforced concrete pipe, an 8'W x 2'H reinforced concrete box and a water quality basin located within private-held rights of way.

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.

**Environmental Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, the Springbrook Estates Specific Plan No. 330 Environmental Impact Report (EIR) for Tract Map Nos. 30908 and 30909 was prepared by the by the Lead Agency, County of Riverside, and adopted by the Board of Supervisors on April 19, 2005 (Agenda Item No. 3.23). The impacts for Tract Map Nos. 30908 and 30909 have been evaluated through the environmental review, and there will be no significant environmental impacts within Tract Map Nos. 30908 and 30909. The Agreement is the transfer the rights and responsibilities established by the previous Cooperative Agreement



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to the Assignee. The Agreement is an action in furtherance of the project, and nothing further is required for CEQA because this proposed action was adequately analyzed in the earlier adopted EIR by this 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.

**Prev. Agn. Ref.:** 3.23 of 04/19/05  
MT12735, 11.3 of 06/23/20

**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. Assignment and Assumption of Cooperative Agreement

AMR:blm  
P8/237330



Jason Farin, Principal Management Analyst

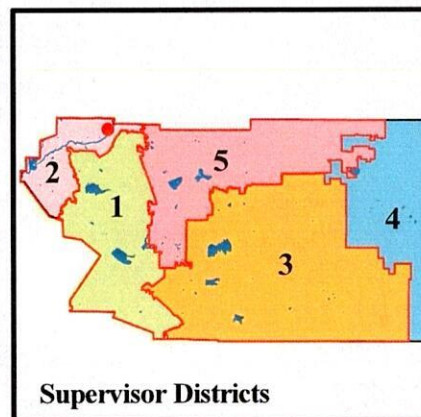
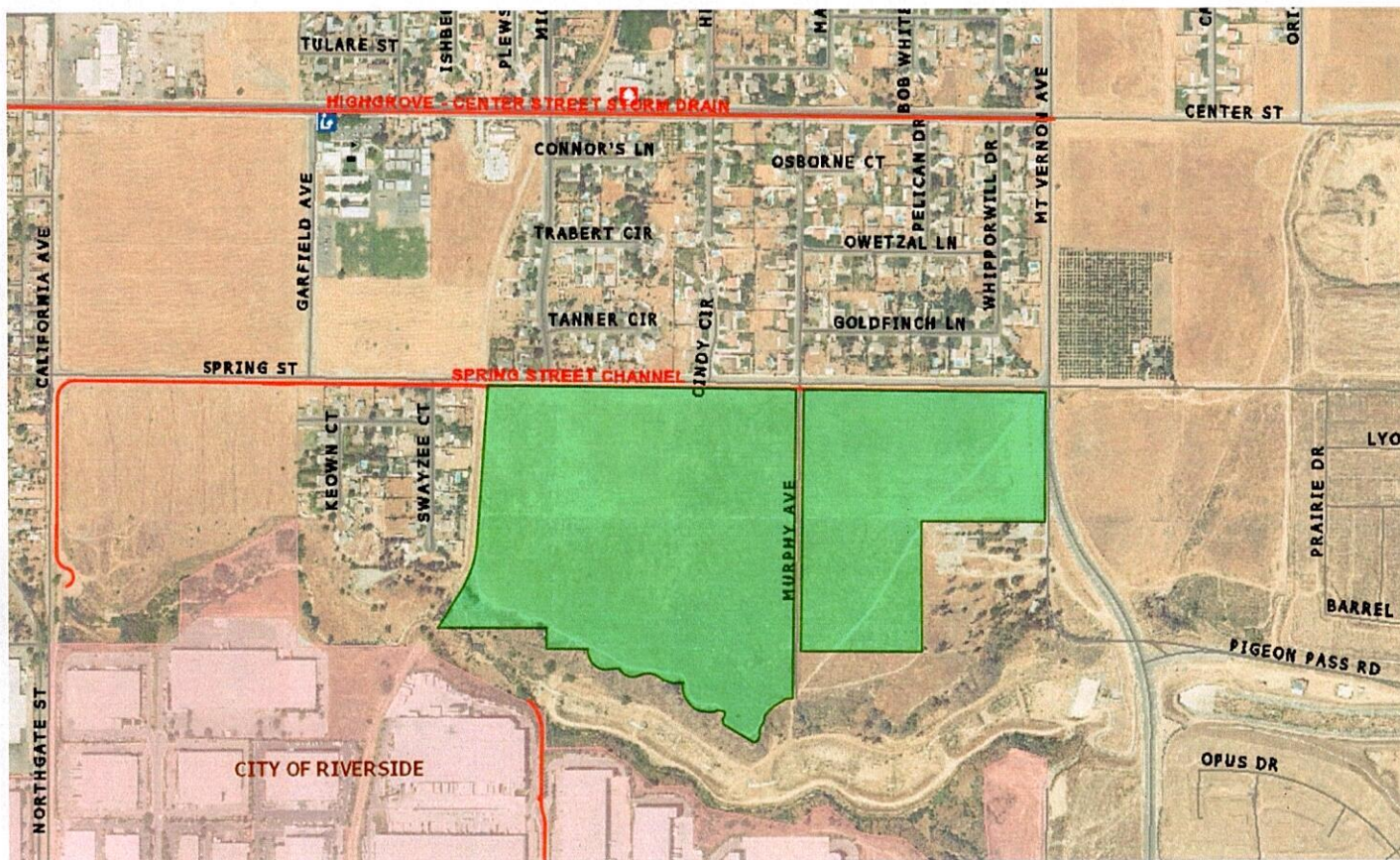
4/13/2021



Gregory H. Priamos, Director County Counsel

4/8/2021





**LEGEND:**

- Existing Facilities
- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Spring Street Channel, Stage 5  
 Project No. 1-0-00080  
 Tract Map Nos. 30908 and 30909



# VICINITY MAP



Attachment 1



ASSIGNMENT AND ASSUMPTION OF COOPERATIVE AGREEMENT

Spring Street Channel, Stage 5  
Project No. 1-0-00080  
Tract Map Nos. 30908 and 30909

This Assignment and Assumption Agreement ("ASSIGNMENT") is made 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) ERP Holding Co., Inc., a Delaware corporation ("ASSIGNOR"); and (iv) KB Home Coastal Inc., a California corporation ("ASSIGNEE"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DISTRICT, COUNTY and ASSIGNOR have previously entered into that certain Agreement which was executed on June 23, 2020, (District Board Agenda Item No. 11.3), and recorded as Document No. 2020-0519258 in the Official Records of the County of Riverside ("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 Map Nos. 30908 and 30909 located in an unincorporated area of western Riverside County in the State of California, are hereinafter called "PROPERTY"; and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to PROPERTY pursuant to a certain Grant Deed dated October 30, 2020, and plans to proceed in accordance with AGREEMENT; 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 Map Nos.

30908 and 30909 are to be designed and constructed by ASSIGNOR, and inspected and accepted for operation and maintenance by DISTRICT and COUNTY; 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

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

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

G. ASSIGNOR, ASSIGNEE, COUNTY, and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE shall assume and agrees to perform all of ASSIGNOR's rights and obligations as stated in AGREEMENT; 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 ASSIGNMENT, ASSIGNOR hereby assigns all of its RIGHTS AND OBLIGATIONS to ASSIGNEE.
3. For the benefit of DISTRICT and COUNTY, ASSIGNEE hereby agrees to be fully bound by the terms of AGREEMENT that are stated and imposed on ASSIGNOR in AGREEMENT.
4. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, DISTRICT hereby consents to and hereby agrees 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 AGREEMENT.

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

6. In the event that any action or suit by the party hereto is brought against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this ASSIGNMENT, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

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

8. This ASSIGNMENT may be changed or modified only upon the written consent of the Parties hereto.

9. Any and all notices sent or required to be sent to ASSIGNEE arising from either this ASSIGNMENT, or the obligations contained in 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: Contract Services Section

ERP HOLDING CO., INC.  
Two N. Riverside Plaza, Suite 400  
Chicago, IL 60606  
Attn: Cydney White

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

KB HOME COASTAL INC.  
36310 Inland Valley Drive  
Wildomar, CA 92595  
Attn: Christopher Earl

10. The individuals executing this ASSIGNMENT on behalf of 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.

11. This 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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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT on

April 20, 2021  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

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

By Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By Leila Moshref-Danesh  
LEILA MOSHREF-DANESH  
Deputy County Counsel

ATTEST:

KECIA HARPER  
Clerk of the Board


By Priscilla Raso  
Deputy

(SEAL)



Assignment and Assumption of Cooperative Agreement:  
Spring Street Channel, Stage 5  
Project No. 1-0-00080  
Tract Map Nos. 30908 and 30909  
AMR:blm  
01/27/21

## RECOMMENDED FOR APPROVAL:


By   
MARK LANCASTER  
Director of Transportation

## COUNTY OF RIVERSIDE

By   
KAREN SPIEGEL, Chair  
Board of Supervisors

## APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By   
KRISTINE BELL-VALDEZ  
Deputy County Counsel

## ATTEST:

KECIA HARPER  
Clerk of the Board

By   
Deputy

(SEAL)



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**ASSIGNOR**

**ERP HOLDING CO., INC.,**  
a Delaware corporation

By: 

CYDNEY WHITE  
Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Assignment and Assumption of Cooperative Agreement:  
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AMR:blm  
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Cydney White, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she, as Vice President of ERP Holding Co., Inc., a Delaware corporation, for and on behalf thereof signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of March, 2021.

Naomi Regino  
Notary Public


My Commission Expires: July 16, 2023





**ASSIGNEE**

**KB HOME COASTAL INC.,**  
a California corporation

By   
\_\_\_\_\_  
**JOHN P. FENN**  
President, Inland Empire Division

**(ATTACH NOTARY WITH CAPACITY  
STATEMENT)**

Assignment and Assumption of Cooperative Agreement:  
Spring Street Channel, Stage 5  
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AMR:blm  
01/27/21

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.

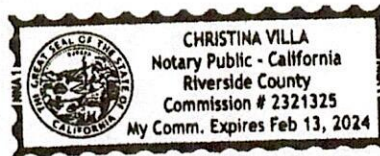
STATE OF California )SS  
COUNTY OF Riverside )

On February 19, 2021, before me, Christina Villa, Notary Public, personally appeared John P. Fenn, 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



My Commission Expires: February 13, 2024

This area for official notarial seal

Notary Name: Christina Villa

Notary Phone: (951) 691-5300

Notary Registration Number: 2321325

County of Principal Place of Business: Riverside