

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



ITEM: 3.20
(ID # 15090)

MEETING DATE:
Tuesday, May 18, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Assignment and Assumption of Cooperative Agreement Between the County of Riverside, the Riverside County Flood Control and Water Conservation District, Winchester Meadows, LLC, and KB Home Coastal, Inc. for Winchester Hills – Line C, Stage 3 (Tract Map No. 36417), Project No. 4-0-00580. District 3. [\$0] (Companion Item to MT Item No. 14900)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption Cooperative Agreement between the County of Riverside, the Riverside County Flood Control and Water Conservation District, Winchester Meadows, LLC (Assignor), and KB Home Coastal, Inc. (Assignee) and authorize the Chair of the Board to execute the same; and
2. Authorize the Director of Transportation or designee to take all necessary steps to implement the Agreement, including any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel.

ACTION:Policy


Mark Lancaster, Director of Transportation 4/27/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: May 18, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

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: NA			Budget Adjustment: No	
			For Fiscal Year: NA	

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 August 6, 2019 (Board Agenda Item No. 3.41). Once executed, the Assignee will assume responsibility for the construction of the flood control facilities required as a condition of approval for Tract Map No. 36417. The Agreement is necessary to provide for County and District inspection and subsequent operation and maintenance of the referenced storm drain facilities.

Upon completion of construction, the County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, outlets, connector pipes, concrete drainage apron, rip-rap, wing and headwalls, emergency spillway, structural integrity of 13.5'W x 6'H double reinforced concrete box, and various lateral storm drains that are thirty-six inches (36") or less in diameter located within County rights of way. The District will assume ownership and responsibility for the operation and maintenance of the Winchester Hills – Line C, Stage 3 trapezoidal earthen channel, conveyance of 13.5'W x 6'H and 10'W x 6'H double reinforced concrete boxes, rip rap outlet structures, including four (4) storm drains that are thirty-six inches (36") or less in diameter, concrete pads, slope protection barriers, signage and fencing. The Assignee will retain ownership of four (4) water quality basins and four (4) storm drains that are thirty-six inches (36") or less in diameter 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 Flood Control and Water Conservation District agenda this same date.

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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The Assignee is funding all construction and construction inspection costs. Future operation and maintenance costs of the County maintained roads and storm drains within the County right of way will accrue to the Transportation Department. Future operations and maintenance costs of the District maintained storm drain system will accrue to the District.

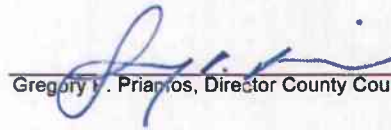
ATTACHMENTS:

Assignment and Assumption of Cooperative Agreement
Vicinity Map



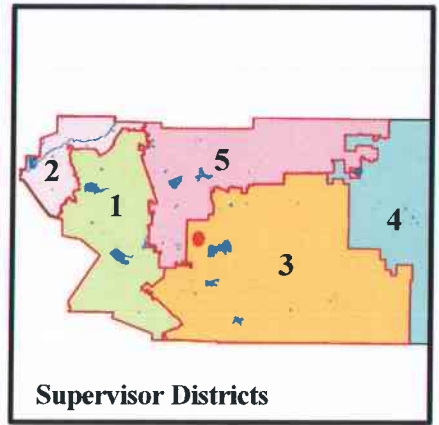
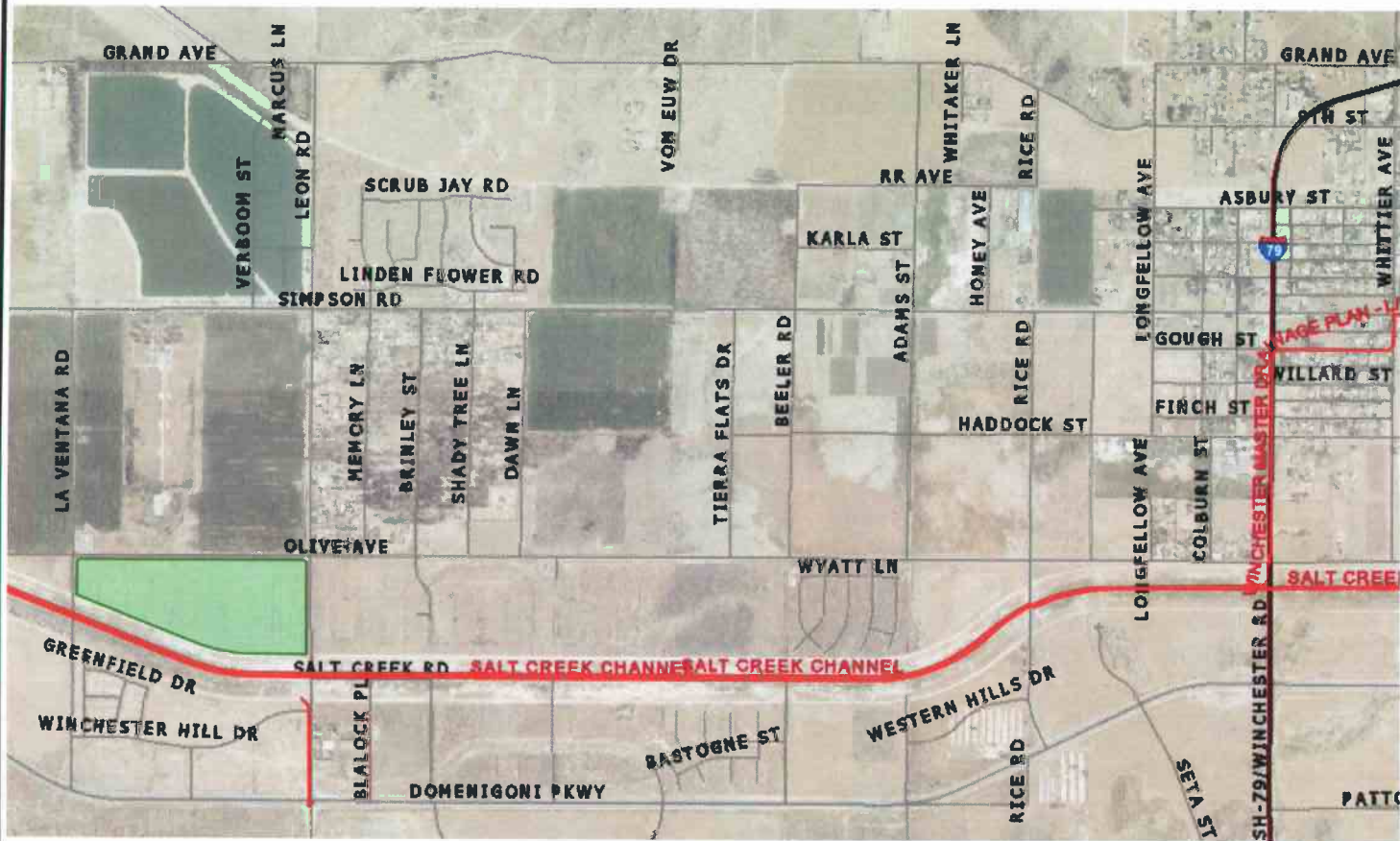
Jason Farin, Principal Management Analyst

5/11/2021






Gregory V. Priamos, Director County Counsel

5/6/2021



LEGEND:

-  Existing Facilities
-  Project Vicinity
-  Supervisorial District

DESCRIPTION:

Winchester Hills - Line C, Stage 3
 Project No. 4-0-00580
 Tract Map No. 36417



VICINITY MAP



ASSIGNMENT AND ASSUMPTION AGREEMENT

Winchester Hills – Line C, Stage 3

Project No. 4-0-00580

Tract No. 36417

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) Winchester Meadows, LLC, a California limited liability company ("ASSIGNOR"); and (iv) KB HOMES 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 October 19, 2019, (District Board Agenda Item No. 11.1), and recorded as Document No. 2019-0314183 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 No. 36417 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 December 16, 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 No. 36417 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

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

WINCHESTER MEADOWS, LLC
1064 Pescador Drive
Newport Beach, CA 92660
Attn: Robert W. Love

KB HOME COASTAL, INC
10990 Wilshire Boulevard, Floor 7
Los Angeles, CA 90024
Attn: Scott Hanson

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

May 18, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

By Karen S. Spiegel
KAREN SPIEGEL, Chair
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
LEILA MOSHREF-DANESH
Deputy County Counsel

By Pissalla Raso
Deputy

(SEAL)



Assignment and Assumption Agreement
Winchester Hills – Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:blm
03/10/21

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Mark Lancaster
MARK LANCASTER
Director of Transportation

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Kristine Bell-Valdez
KRISTINE BELL-VALDEZ
Deputy County Counsel

By Amelia Raso
Deputy


(SEAL)

Assignment and Assumption Agreement
Winchester Hills – Line C, Stage 3
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ASSIGNOR

WINCHESTER MEADOWS, LLC
a California limited liability company

By: R.K.E. Companies, Inc.
a California corporation
Its Manager

By 
ROBERT W. LOVE
President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment and Assumption Agreement
Winchester Hills – Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:blm
03/10/21

CALIFORNIA ACKNOWLEDGMENT

California Civil Code § 1189

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

State of California

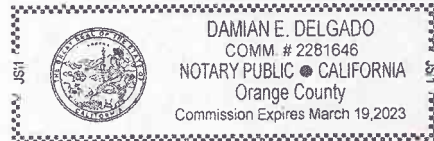
County of ORANGE

On 3/24/2021 before me, Damian E. Delgado, Notary Public, personally appeared ROBERT W. LOUIS, 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 _____ (Seal)



OPTIONAL

Additional information provided in this section is not required however may deter fraudulent attachment of this certificate to a document other than originally intended.

Description of Attached Document:

Title or Type of Document: ASSIGNMENT: ASSUMPTION AGREEMENT

Document Date: 3/24/2021

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: ROBERT W. LOUIS

Capacity Claimed:

- Individual Trustee Attorney-in-Fact
- Guardian or Conservator
- Corporate Officer - Title(s) RESIDENT
- Other _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: _____ mal

Capacity Claimed:

- Individual Trustee Attorney-in-Fact
- Guardian or Conservator
- Corporate Officer - Title(s) _____
- Other _____

Signer is Representing: _____

ASSIGNEE

KB HOME COASTAL, INC.,
a California corporation

By 
SCOTT HANSEN
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment and Assumption Agreement
Winchester Hills – Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:blm
03/10/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On March 11, 2021 before me, Claudia Camorlinga, Notary Public, personally appeared Scott Hansen, 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.



Claudia Camorlinga, Notary Public



(SEAL)