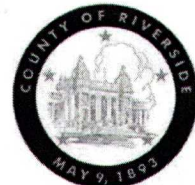


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.69  
(ID # 15287)

**MEETING DATE:**  
Tuesday, June 29, 2021

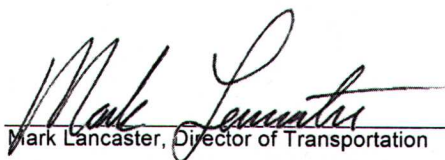
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of the Assignment and Assumption Agreement between the County of Riverside, the Riverside County Flood Control and Water Conservation District, MRF-Groves Development, L.P. and Pulte Home Company, LLC for the Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1 Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1 Springbrook Wash-Highgrove Pass Road Storm Drain , Stage 1. Project No.s 1-0-00024, and 1-0-00019 (Tract No. 33410). Districts 2 and 5. [\$0]

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

1. Approve the Assignment and Assumption Agreement between the County of Riverside, the Riverside County Flood Control and Water Conservation District, MRF-Groves Development, L.P. (Assignor) and Pulte Home Company, LLC (Assignee) for the Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1 Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1 Springbrook Wash-Highgrove Pass Road Storm Drain , Stage 1. Project No.s 1-0-00024, and 1-0-00019 (Tract No. 33410) 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:**



Mark Lancaster, Director of Transportation

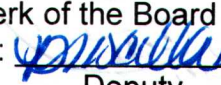
6/16/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 29, 2021  
xc: Transp.

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<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> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

The Assignment and Assumption Agreement transfers the rights and responsibilities from Assignor as established by the original Cooperative Agreement executed on December 15, 2020 (Board Agenda Item No. 3.37). 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. 33410. 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 Transportation Department will assume ownership and responsibility for the operation and maintenance of the associated catch basins, inlets, outlets, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within County held rights of way. In addition, the Transportation Department will also assume ownership and responsibility for the structural integrity and maintenance of the reinforced concrete culvert located within County held rights of way.

County Counsel has approved the Agreement as to legal form, and the Assignor and Assignee have executed the Agreement.

**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 roadways.

**Additional Fiscal Information**

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.

**ATTACHMENTS:**

Assignment and Assumption Agreement  
Vicinity Map

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



Jason Farin, Principal Management Analyst

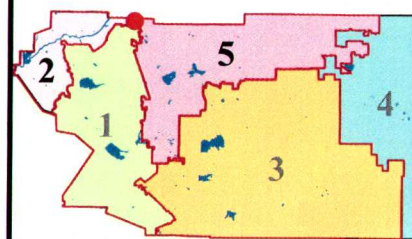
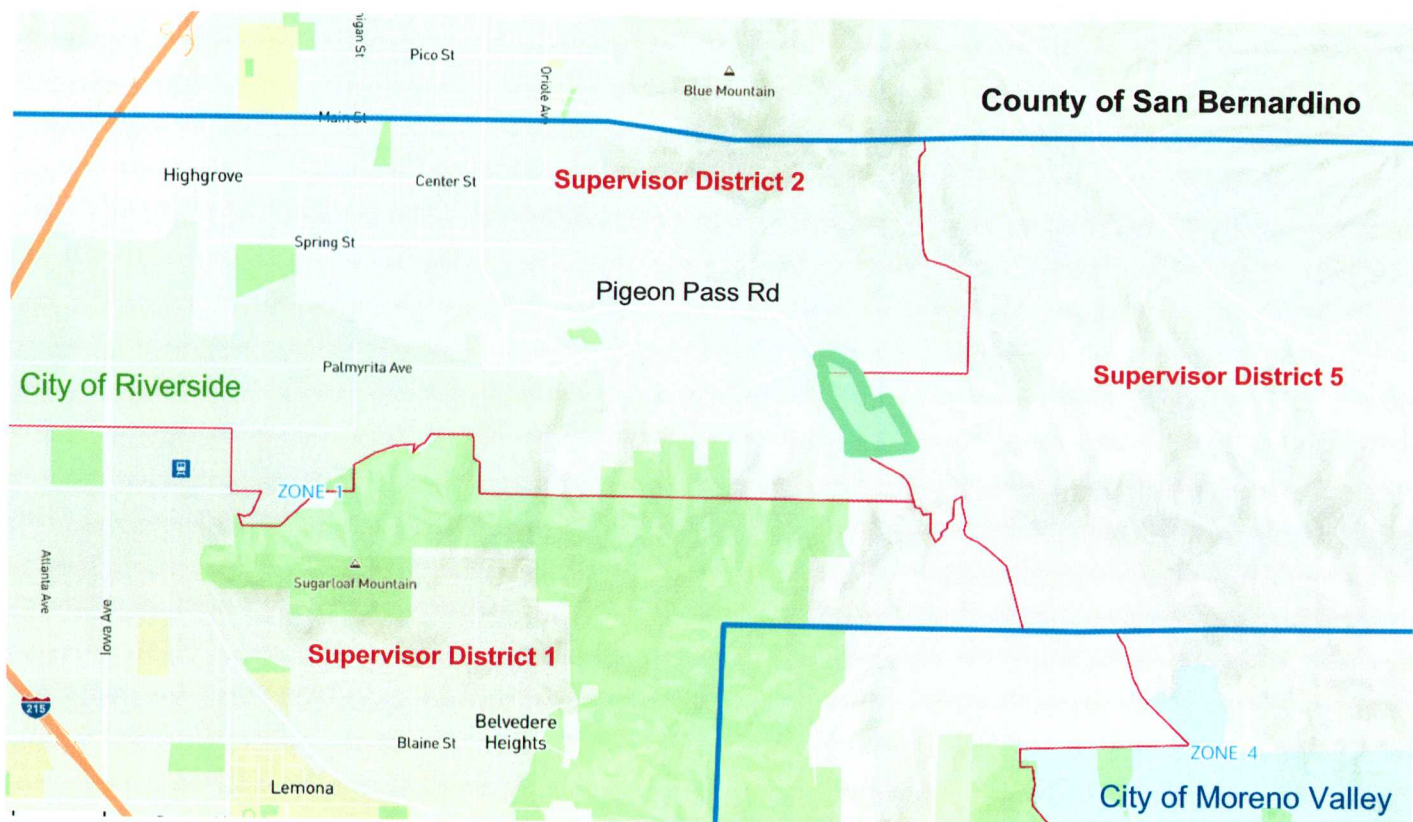
6/21/2021



Gregory L. Priamos, Director County Counsel



6/17/2021





Supervisor District (2 & 5)

#### LEGEND:

-  Project Vicinity
-  Supervisorial District

#### PROJECT:

Tract No. 33410

Springbrook Wash-South  
Pigeon Pass Rd SD, Stg 1  
Springbrook Wash-South  
Pigeon Pass Rd Lateral, Stg 1  
Springbrook Wash-Highgrove  
Pass Rd SD, Stg 1  
Project Nos. 1-0-00027,  
1-0-00024, and 1-0-00019



## VICINITY MAP



Attachment 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1  
 Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1  
 Springbrook Wash-Highgrove Pass Road Storm Drain, Stage 1  
 Project Nos. 1-0-00027, 1-0-00024, and 1-0-00019  
 Tract No. 33410

This Assignment and Assumption Agreement ("ASSIGNMENT") is made by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), MRF-Groves Development, L.P., a Texas limited partnership ("ASSIGNOR"), and Pulte Home Company, LLC, a Michigan limited liability company ("ASSIGNEE"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

- A. On December 15, 2020 [DISTRICT's Board Agenda Item No. 11.3], DISTRICT, COUNTY and ASSIGNOR entered into that certain Cooperative Agreement ("AGREEMENT"), which set 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. 33410 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 February 23, 2021, 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. 33410 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:

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

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

To ASSIGNOR: MRF-GROVES DEVELOPMENT, L.P.  
2 Park Plaza, Suite 700  
Irvine, CA 92614  
Attn: Brian Rupp, Executive Vice President –  
Development

To ASSIGNEE: PULTE HOME COMPANY, LLC  
27401 Los Altos, #400  
Mission Viejo, CA 92691  
Attn: Daniel Wozniak, Project Manager

10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and 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

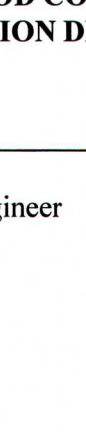
June 29, 2021  
(to be filled in by Clerk of the Board)

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

APPROVED AS TO FORM:


GREGORY P. PRIAMOS  
County Counsel

By   
NAZIK HASAN  
Deputy County Counsel

Assignment and Assumption Agreement  
Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1  
Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1  
Springbrook Wash-Highgrove Pass Road Storm Drain, Stage 1  
Project Nos. 1-0-00024, 1-0-00027 and 1-0-00019  
Tract No. 33410  
04/28/21  
AK:blm

## RECOMMENDED FOR APPROVAL:

## COUNTY OF RIVERSIDE

By   
 MARK LANCASTER  
 Director of Transportation


By   
 KAREN SPIEGEL, Chair  
 Board of Supervisors

## APPROVED AS TO FORM:

## ATTEST:

GREGORY P. PRIAMOS  
 County Counsel

KECIA HARPER  
 Clerk of the Board

By   
 SHELLIE CLACK  
 Chief Deputy County Counsel

By   
 Deputy

(SEAL)

Assignment and Assumption Agreement  
 Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1  
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 Tract No. 33410  
 04/28/21  
 AK:blm


**ASSIGNOR**

**MRF-GROVES DEVELOPMENT, L.P.,**  
a Texas limited partnership

By: ARF Partners Development, L.P.,  
a Texas limited partnership,  
its General Partner

By: Eastbridge Partners GP, LLC,  
a Texas limited liability company  
its General Partner

By

  
\_\_\_\_\_  
WILLIAM A. SHOPOFF  
President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment and Assumption Agreement  
Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1  
Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1  
Springbrook Wash-Highgrove Pass Road Storm Drain, Stage 1  
Project Nos. 1-0-00024, 1-0-00027 and 1-0-00019  
04/28/21  
AK:blm



## 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 Orange )

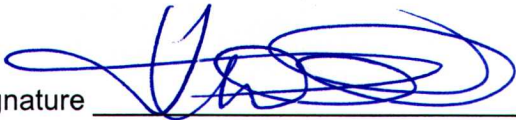
On April 29, 2021 before me, Terri Hovdestad, Notary Public  
(insert name and title of the officer)

personally appeared William A. Shopoff,  
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)

**ASSIGNEE**

**PULTE HOME COMPANY, LLC**  
a Michigan limited liability company

By   
**SOHAIL BOKHARI**  
Director of Land Entitlements and Planning

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment and Assumption Agreement  
Springbrook Wash-South Pigeon Pass Road Lateral, Stage 1  
Springbrook Wash-South Pigeon Pass Road Storm Drain, Stage 1  
Springbrook Wash-Highgrove Pass Road Storm Drain, Stage 1  
Project Nos. 1-0-00024, 1-0-00027 and 1-0-00019  
04/28/2021  
AK:blm

## 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 ORANGE

On APRIL 29, 2021 before me, CRESIDA DIAZ, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SOHAIL BOKHARI,  
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 *Cresida Diaz* (Seal)

