

**M E M O R A N D U M**  
RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RECEIVED  
CLERK / BOARD OF SUPERVISORS

2022 MAY 26 AM 11: 25

May 25, 2022

**TO:** Kecia R. Harper, Clerk of the Board  
**FROM:** Rohini Mustafa, Senior Civil Engineer  
**RE:** Fully Executed Cooperative Agreement for MT# 18740 and 14038

Enclosed please find the following fully executed original Cooperative Agreements between the Riverside County Flood Control and Water Conservation District (District), the City of Menifee, Cimarron Ridge, LLC and Pulte Home Company, LLC for your records. The Cooperative Agreements were approved by the District's Board of Supervisors as Item 11.3 on April 26, 2022 (MT# 18740).

Enclosed please find the following fully executed original Cooperative Agreements between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside, and Diamond Valley, LLC for your records. The Cooperative Agreements were approved by the District's Board of Supervisors as Item 11.10 on December 15, 2020 (MT# 14038).

- Romoland MDP Lines A-14 and A-14a, Stage 1, Romoland – Ethanac Road and Byers Road Storm Drains, Stage 1, Project Nos. 4-0-00443, 4-0-00436 and 4-0-00446, Tract Map Nos. 36658-5 and 36658-6
- Salt Creek – Winchester Road Storm Drain, Stage 1, Project No. 4-0-00026, Parcel Map No. 36545

A copy of the approved Form 11 is included for reference purposes.

Please call me at 951.955.1282 if you have any questions or require additional information. Thank you for your assistance.

Enclosures

ec: w/o enclosures  
Rohini Mustafa  
Ann Marie Rolle

LHM:blm  
P8/243981

4/26/22 11.3  
2022-5-152918

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



ITEM: 11.3  
(ID # 18740)

**MEETING DATE:**

Tuesday, April 26, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Assignment, Assumption and Amendment Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Menifee, Cimarron Ridge, LLC and Pulte Home Company, LLC for the Romoland MDP - Line A-14, Stage 1, Romoland MDP Line A-14-a, Stage 1, Romoland - Ethanac Road Storm Drain, Stage 1, Romoland - Byers Road Storm Drain, Stage 1 (Tract Nos. 36658-5 and 36658-6), Project Nos. 4-0-00443, 4-0-00436, 4-0-00445 and 4-0-00446, Nothing Further is Required Under CEQA, District 5. [\$0]

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects associated with the execution of the Assignment, Assumption and Amendment Agreement have been adequately analyzed in a Final Environmental Impact Report (EIR; SCH No. 2014051029 ), adopted with a Notice of Determination ("NOD") filed on December 7, 2015 by the Lead Agency (City of Menifee);
2. Approve the Assignment, Assumption and Amendment Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Menifee ("City"), Cimarron Ridge, LLC ("Assignor") and Pulte Home Company, LLC ("Assignee");
3. Authorize the Chair of the District's Board of Supervisors to execute the Assignment, Assumption and Amendment Agreement on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Assignment, Assumption and Amendment Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return to the District five (5) executed Assignment, Assumption and Amendment Agreements to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

4/13/2022

Aaron Gettis, Deputy County Counsel

4/14/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt  
Nays: None  
Absent: Washington  
Date: April 26, 2022  
xc: Flood

Kecia R. 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**

<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> 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, Assumption and Amendment Agreement ("Agreement") transfers the rights and responsibilities as established by the Cooperative Agreement executed on March 2, 2021 (District Board Agenda Item No. 11.3) from Cimarron Ridge, LLC ("Assignor") to Pulte Home Company, LLC ("Assignee"). Once executed, the Assignee will assume responsibility for the construction of the storm drain facilities, as originally required as a condition of development for Tract Nos. 36658-5 and 36658-6. Upon completion of the facility's construction, the District will assume ownership, operation and maintenance of the mainline storm drain greater than 36 inches in diameter for the Romoland MDP Lines A-14 and Line A-14a, Romoland – Ethanac Road and Romoland – Byers Road Storm Drain facilities.

The City will assume ownership and responsibility for the operation and maintenance for certain associated appurtenant features that are located within City-held easements or rights of way, including inlets, outlets, catch basins, connector pipes, trash rack and water quality features.

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

**Environmental Findings**

The transfer of rights and responsibilities in the Agreement from the Assignor to the Assignee is not a "project" under the State CEQA Guidelines. Pursuant to Section 15378(b)(5) of the State CEQA Guidelines, a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The transfer of rights and responsibilities described in the Agreement will not, in and of itself, result in a physical change to the environment and does not authorize to any extent whatsoever actual physical development. This Agreement does not authorize any development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment. This Agreement does not foreclose any alternatives to the facilities, including a "no project" alternative, or to foreclose any mitigation measures that may be necessary to reduce any impacts that could potentially result from the construction, operation or maintenance of the facilities. The Agreement merely set forth the terms and conditions under which the parties will fund, operate, and maintain their respective facilities that may be constructed as part of the project. Any development, if it occurs at all, will be the result of

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

subsequent actions subject to the Final Environmental Impact Report (EIR; SCH No. 2014051029) prepared and certified by the Lead Agency (City of Menifee). Therefore, the transfer of rights and responsibilities is not a project within the meaning of CEQA. No further CEQA analysis is required for this action.

Even if the Agreement is deemed a project under the State CEQA Guidelines, pursuant to Section 15096 of the State CEQA Guidelines, the District has considered the Final Environmental Impact Report (EIR; SCH No. 2014051029) prepared and certified by the City of Menifee for Tract Nos. 36658-5 and 36658-6. The District, in its limited capacity as a Responsible Agency, finds that the impacts associated with inspection, operation and maintenance of the proposed drainage facilities as described in the Agreement have been adequately analyzed in the related Final Environmental Impact Report (EIR; SCH No. 2014051029). Ownership, operation, and maintenance of the drainage facilities described in this Agreement will not have a significant adverse impact on the environment. Therefore, nothing further is required under CEQA.

**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.:** MT Item No. 14452, 11.3 of 03/02/21


**Additional Fiscal Information**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Assignment Assumption and Amendment Agreement

AMR:blm  
P8/243144

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      4/19/2022

ASSIGNMENT AND ASSUMPTION OF, AND  
AMENDMENT TO COOPERATIVE AGREEMENT

Romoland MDP Line A-14, Stage 1  
Romoland MDP Line A-14a, Stage 1  
Romoland - Ethanac Road Storm Drain, Stage 1  
Romoland - Byers Road Storm Drain, Stage 1  
Project Nos. 4-0-00443, 4-0-00436, 4-0-00445 and 4-0-00446  
Tract Nos. 36658-5 and 36658-6

This Assignment and Assumption of, and Amendment to Cooperative Agreement ("ASSIGNMENT") is made by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); (ii) the City of Menifee, a California municipal corporation ("CITY"); (iii) Cimarron Ridge, LLC, a California limited liability company ("ASSIGNOR"); and (iv) Pulte Home Company, LLC, a Michigan limited liability company ("ASSIGNEE"), together, referred to as the "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT, CITY and ASSIGNOR have previously entered into that certain Agreement which was executed on March 2, 2021 (DISTRICT Board Agenda Item No. 11.3) and recorded as Document No. 2021-0177973 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 Nos. 36658-5 and 36658-6 located in the city of Menifee, in the State of California, 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 July 9, 2021 and plans to proceed in carrying out ASSIGNOR's obligations in accordance with AGREEMENT; and

C. A true and correct copy of AGREEMENT has been provided to ASSIGNEE. AGREEMENT describes the terms and conditions by which those certain flood control and

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
TO THE COUNTY CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

APR 26 2022 11:3

drainage improvements that are required in connection with the development of Tract Nos. 36658-5 and 36658-6 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and maintenance by DISTRICT, CITY and ASSIGNOR; and

D. Section IV.15 of 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 or responsibilities 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, CITY and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE shall assume and agrees to perform all RIGHTS AND OBLIGATIONS as stated in AGREEMENT; and

H. Concurrently with the assignment and assumption of AGREEMENT, DISTRICT desires to make certain amendments to AGREEMENT in its entirety, which together encompass this ASSIGNMENT; and

I. Section IV.17 of AGREEMENT specify that AGREEMENT 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 and are incorporated into the terms of this ASSIGNMENT in their entirety.

2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of its RIGHTS AND OBLIGATIONS to ASSIGNEE and ASSIGNEE accepts RIGHTS AND OBLIGATIONS.

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. ASSIGNOR is referred to as DEVELOPER in the AGREEMENT. As such, upon execution of this ASSIGNMENT, ASSIGNEE will become the new "DEVELOPER" under the terms of the AGREEMENT.

4. AGREEMENT is hereby amended as follows:

- I. RECITALS F of AGREEMENT is hereby deleted in its entirety.
- II. RECITALS G of AGREEMENT is hereby deleted in its entirety.
- III. RECITALS H of AGREEMENT is hereby deleted in its entirety.
- IV. RECITALS I of AGREEMENT is hereby deleted in its entirety.
- V. RECITALS J of AGREEMENT is hereby deleted in its entirety.

5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, DISTRICT and CITY hereby consent and agree to (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 and CITY that access and/or grant of real property interests required by DISTRICT and CITY pursuant to AGREEMENT, if any, shall be satisfied by ASSIGNEE, and in regard to all financial obligations, DISTRICT and/or CITY shall invoice ASSIGNEE for all charges incurred pursuant to AGREEMENT. Further, in executing this ASSIGNMENT, neither DISTRICT or CITY are waiving their rights to seek redress or relief from ASSIGNOR, in addition to ASSIGNEE, for any breach of AGREEMENT that may have accrued prior to the effective date of this ASSIGNMENT.

6. 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.

7. 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.

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

9. If any provision in this ASSIGNMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. Nothing in the provisions of this ASSIGNMENT is intended to create duties or obligations to or rights in third parties not Parties to this ASSIGNMENT.

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

12. 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

CITY OF MENIFEE  
29844 Haun Road  
Menifee, CA 92586  
Attn: Daniel Padilla,  
City Engineer,  
Land Development Section

CIMARRON RIDGE, LLC  
2900 Adams Street, Suite C25  
Riverside, CA 92504  
Attn: Craig Mazzara

PULTE HOME COMPANY, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691  
Attn: Steven J. Ford

13. The individuals executing this ASSIGNMENT on behalf of ASSIGNEE and ASSIGNOR 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.

14. 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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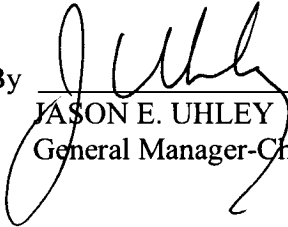
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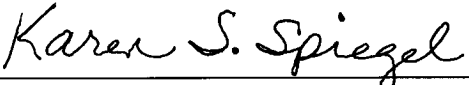
IN WITNESS WHEREOF, the parties hereto have executed this Assignment on

April 26, 2022  
(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

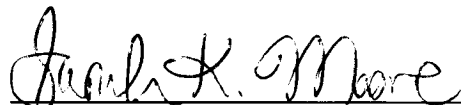
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER  
Clerk of the Board

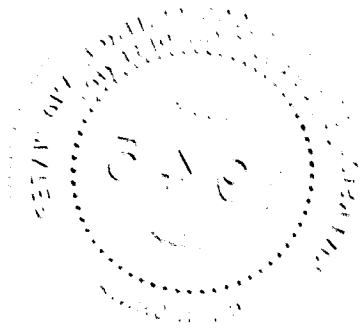
By   
SARAH K. MOORE  
Deputy County Counsel

By   
Deputy

(SEAL)


Assignment and Assumption of and Amendment to Cooperative Agreement:  
Romoland MDP Line A-14, Stage 1  
Romoland MDP Line A-14a, Stage 1  
Romoland - Ethanac Road Storm Drain, Stage 1  
Romoland - Byers Road Storm Drain, Stage 1  
Project Nos. 4-0-00443, 4-0-00436, 4-0-00445 and 4-0-00446  
Tract Nos. 36658-5 and 36658-6  
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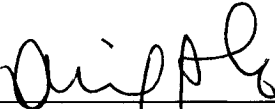
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RECOMMENDED FOR APPROVAL:

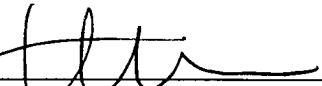
CITY OF MENIFEE

By   
DANIEL PADILLA  
City Engineer

By   
ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:

By  for  
JEFFREY T. MELCHING  
City Attorney

By  for  
SARAH MANWARING  
City Clerk

(SEAL)

Assignment And Assumption of, and Amendment to Cooperative Agreement:  
Romoland MDP Line A-14, Stage 1  
Romoland MDP Line A-14a, Stage 1  
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Tract Nos. 36658-5 and 36658-6  
AMR:blm  
03/09/22

**ASSIGNOR**

**CIMARRON RIDGE, LLC,**  
a California limited liability company

By: Van Daele Investment Properties, LLC  
Its Managing Member

By   
\_\_\_\_\_  
JEFFREY M. HACK  
President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment And Assumption of, and Amendment to Cooperative Agreement:  
Romoland MDP Line A-14, Stage 1  
Romoland MDP Line A-14a, Stage 1  
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Tract Nos. 36658-5 and 36658-6  
AMR:blm  
03/09/22

**CALIFORNIA ACKNOWLEDGMENT**

**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 Riverside

On May 11, 2022  
Date

before me, Kathryn Svoboda, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Heck  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact


Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**ASSIGNEE**

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

By   
\_\_\_\_\_  
DARREN WARREN  
Division Vice President of Land  
Acquisition and Development

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Assignment And Assumption of, and Amendment to Cooperative Agreement:  
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Tract Nos. 36658-5 and 36658-6  
AMR:blm  
03/09/22

## 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 March 23, 2022 before me, GUNEET KAUR, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DARREN WARREN,  
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 *Gkaur* (Seal)

