

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



ITEM: 3.39
(ID # 23342)

MEETING DATE:

FROM : TLMA-TRANSPORTATION:

Tuesday, November 28, 2023

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Assignment and Assumption of and Amendment to Cooperative Agreement Between the County of Riverside, the Riverside County Flood Control and Water Conservation District, Valley-Wide Recreation and Park District, The Woods (Riverside) Venture, L.L.L.P, and FPG Tricon Woods Property, LLC for Winchester Hills - Western Hill Drive Storm Drain (Tract Map Nos. 32816, 32817, 32818, 33743, and MS 4047), Project No. 4-0-005874, Not a Project Under CEQA per State CEQA Guidelines Section 15378, District 3. [\$0] (Companion Item to MT Item No. 23284)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption of and Amendment to Cooperative Agreement ("Agreement") between the County of Riverside ("County"), the Riverside County Flood Control and Water Conservation District ("District"), Valley-Wide Recreation and Park District ("Valley-Wide"), The Woods (Riverside) Venture, L.L.L.P ("Assignor") and FPG Tricon Woods Property, LLC (Assignee);
2. Authorize the Chair of the Board of Supervisors to execute the Agreement documents on behalf of the County; and
3. Authorize the Director of Transportation or designee to take all necessary steps to implement the 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 by County Counsel.

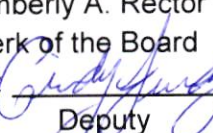
ACTION:Policy


Mark Lancaster, Director of Transportation 11/7/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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 and Perez and Gutierrez
Nays: None
Absent: None
Date: November 28, 2023
xc: Trans., Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 11.1)

**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: The Assignee is funding all construction and inspection costs 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement transfers the rights and responsibilities as established by the Cooperative Agreement executed on July 26, 2016 (Board Agenda Item No 3.55) from The Woods (Riverside) Venture, L.L.L.P ("Assignor") to FPG Tricon Woods Property, 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 Map Nos. 32816, 32817, 32818, 33743 and MS 4047.

Upon completion of the facility's construction, the County will assume ownership and responsibility for the operation and maintenance of two detention basins and the project's associated catch basins, laterals and connector pipes that are 36-inches or less in diameter located within County rights of way.

The District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems and two detention basin outlets.

Valley Wide will assume ownership and responsibility for the operation and maintenance of the landscape features located within the detention basins.

The Assignee will retain ownership and assume operation and maintenance responsibility for a 36-inch and two 24-inch storm drain systems located within privately 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's agenda this same date.

Environmental Findings

The transfer of rights and responsibilities from the Assignor to the Assignee is not a "project" pursuant to Section 15378(b)(5) of the CEQA Guidelines, which states that a "project" does not include "Organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

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The transfer of rights and responsibilities 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. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the transfer of rights and responsibilities is not a project within the meaning of CEQA. No further CEQA analysis is required.

Impact on Residents and Businesses

Construction of these drainage improvements is a requirement for the development of Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047. The principal beneficiaries are the future residents of the tract. 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 operation and maintenance costs of the County maintained storm drain facilities will accrue to the County.

ATTACHMENTS

Assignment and Assumption of and Amendment to Cooperative Agreement
Vicinity Map



Jason Farin, Principal Management Analyst 11/20/2023



Aaron Gettis, Deputy County Counsel 11/13/2023

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 247822

Post Office Box 1147, Riverside, Ca 92502-1147

ASSIGNMENT AND ASSUMPTION OF AND AMENDMENT
TO COOPERATIVE AGREEMENT

Winchester Hills - Western Hill Drive Storm Drain

Project No. 4-0-00587

(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)

This Assignment and Assumption of and Amendment to the Cooperative Agreement ("ASSIGNMENT"), effective November 28, 23 ("Assignment Effective Date"), is made by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); (ii) County of Riverside, a political subdivision of the State of California ("COUNTY"); (iii) Valley-Wide Recreation and Park District ("VALLEY-WIDE"); (iv) The Woods (Riverside) Venture, L.L.L.P, a Delaware limited liability limited partnership ("ASSIGNOR"), and (v) FPG Tricon Woods Property, LLC, a Delaware limited liability company ("ASSIGNEE"), (together, referred to as the "Parties" and individually as "Party"). The Parties hereto agree as follows:

RECITALS

A. DISTRICT, COUNTY, VALLEY-WIDE, and ASSIGNOR have previously entered into that certain Amended and Restated Cooperative Agreement for the Winchester Hills - Western Hill Drive Storm Drain, which was executed on July 26, 2016 (DISTRICT's Board Agenda Item No. 11.5), and recorded as Document No. 2016-0435902 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. 32816, 32817, 32818, 33743 and MS 4047 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 acquired fee title to PROPERTY pursuant to a certain Grant Deed dated December 16, 2022, recorded as Document No. 2022-0505283, and plans to proceed in accordance with AGREEMENT; and

C. ASSIGNOR has not constructed the required flood control and drainage facilities; and

D. A true and correct copy of AGREEMENT has been provided to ASSIGNEE; and

E. Section V.15 of AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of Parties thereto; and

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

G. ASSIGNOR, ASSIGNEE, COUNTY, VALLEY-WIDE 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, including retitling the storm drain facilities to "Winchester Hills - Winchester Woods Drive Storm Drain"; and

I. Under Section V.17 of AGREEMENT, AGREEMENT may be changed or modified subject to the written consent of Parties thereto.

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

1. The above Recitals are true and correct and incorporated into the terms of this ASSIGNMENT.

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, COUNTY, and VALLEY-WIDE, ASSIGNEE hereby agrees to be fully bound by the terms of AGREEMENT that are stated and imposed on ASSIGNOR in AGREEMENT.

4. AGREEMENT is hereby amended, and ASSIGNEE shall be bound as follows:

I. Section V.1 is revised to read:

All work involved with DISTRICT FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

II. Section V.3 is revised to provide ASSIGNEE twenty-four (24) months from the Assignment Effective Date to commence construction and shall read:

If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months from the Assignment Effective Date and in accordance with terms of AGREEMENT, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.8. In the event of a change in the site conditions that materially affects the PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify the IMPROVEMENT PLANS as deemed necessary by DISTRICT.

III. Section V.4 is revised to read:

DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT unless DISTRICT and COUNTY agree to extend the time to complete construction at their sole discretion. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority; (i) for DISTRICT to terminate Agreement, and (ii) for COUNTY to require DEVELOPER's surety to pay to COUNTY the sum of any and all bonds for DISTRICT to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. In the event, COUNTY and DISTRICT elect to proceed under Section V.4.ii, the following provisions (a) and (b) apply:

- a. DEVELOPER grants to DISTRICT and DISTRICT's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047 to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. This right of entry shall terminate when such construction and any other remaining work is complete to DISTRICT's satisfaction.
- b. COUNTY shall enforce the bonds and subsequently reimburse DISTRICT for DISTRICT costs incurred. If funds from the bond are insufficient to cover both COUNTY's and DISTRICT's costs, COUNTY and DISTRICT shall negotiate an allocation of bond funds between them. Nothing herein shall be interpreted as preventing COUNTY or DISTRICT from seeking reimbursement from DEVELOPER.

- IV. Section V.10 is revised to add the following Party and address:

FPG Tricon Woods Property, LLC
 27271 Las Ramblas, #100
 Mission Viejo, CA 92691
 Attn: Bryan Bergeron

- VI. Section V.18 is revised to read in its entirety:

It is the intent of Parties that AGREEMENT shall prevail over the terms of PREVIOUS AGREEMENT (Cooperative Agreement dated October 2, 2007, and recorded as Document No. 2007-0730352 in the Official Records of the County of Riverside). Any terms from PREVIOUS AGREEMENT that are not restated in this Agreement shall be considered extinguished and no longer applicable.

5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, DISTRICT, COUNTY, and VALLEY-WIDE 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 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.

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 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 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

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

VALLEY-WIDE RECREATION
AND PARK DISTRICT
Post Office Box 907
San Jacinto, CA 92581
Attn: Dean Wetter

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

FPG Tricon Woods Property, LLC
27271 Las Ramblas, #100
Mission Viejo, CA 92691
Attn: Bryan Bergeron

13. 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.

14. Any action at law or in equity brought by any Parties hereto for the purpose of enforcing a right or rights provided for by ASSIGNMENT, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. This ASSIGNMENT is the result of negotiations between Parties hereto, and the advice and assistance of their respective counsel. The fact that this ASSIGNMENT was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this ASSIGNMENT shall not be construed against DISTRICT because DISTRICT prepared this ASSIGNMENT in its final form.

16. 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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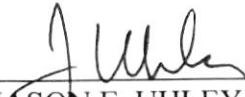
IN WITNESS WHEREOF, the Parties hereto have executed this ASSIGNMENT on

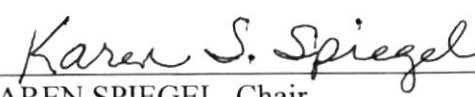
11/28/2023

(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

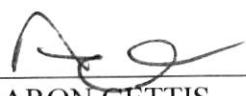
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
AARON GETTIS
Chief Deputy County Counsel


By 
Deputy


(SEAL)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

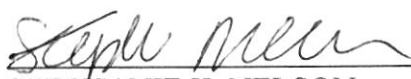
By 
KEVIN JEFFRIES Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

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**VALLEY-WIDE RECREATION AND PARK
DISTRICT**

By: _____
DEAN WETTER
General Manager

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

ASSIGNOR

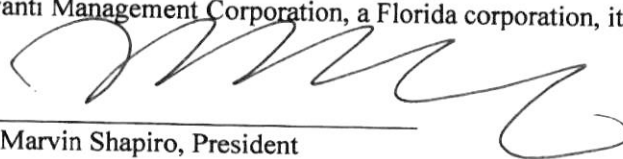
THE WOODS (RIVERSIDE) VENTURE, L.L.L.P., a Delaware limited liability limited partnership

By: The Woods (Riverside) ASLI V, L.L.L.P., a Delaware limited liability limited partnership, its sole general partner

By: The Woods (Riverside) GP, LLC, a Delaware limited liability company, its sole general partner

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its sole member and manager

By: Avanti Management Corporation, a Florida corporation, its sole general partner

By: 
Marvin Shapiro, President

STATE OF FLORIDA

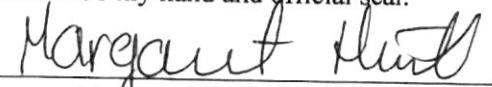
COUNTY OF ORANGE

On September 8, 2023, before me Margaret Hill, a Notary Public in and for said County and State, Marvin M. Shapiro, personally appeared to me (or 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 as the President of Avanti Development Corporation II, a Florida corporation, the general partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the general partner of THE WOODS (RIVERSIDE) VENTURE, L.L.L.P., a Delaware limited liability limited partnership, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

(NOTARY SEAL)



WITNESS my hand and official seal.



Notary Public

Name of Notary Printed:

Margaret Hill

My Commission expires: March 21, 2026

My Commission number is: HH 242771

Assignment and Assumption of, and Amendment to Cooperative Agreement:

Winchester Hills - Western Hill Drive Storm Drain

Project No. 4-0-00587

(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)

MS:AMR:blm

09/07/23

ASSIGNEE

FPG TRICON WOODS PROPERTY LLC,
a Delaware limited liability company

By: FPG TRICON WOODS HOLDINGS LLC,
a Delaware limited liability company
its Sole Member

By: FPG INVESTORS B4, LLC,
a California limited liability company,
its Manager

By: 

BRYAN BERGERON
Vice President, Forward Planning

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

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 September 12, 2023 before me, K. Yarter, Notary Public
(insert name and title of the officer)

personally appeared Bryan Bergeron
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 K. Yarter (Seal)



ASSIGNMENT AND ASSUMPTION OF AND AMENDMENT
TO COOPERATIVE AGREEMENT

Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)

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RECITALS

A. DISTRICT, COUNTY, VALLEY-WIDE, and ASSIGNOR have previously entered into that certain Amended and Restated Cooperative Agreement for the Winchester Hills - Western Hill Drive Storm Drain, which was executed on July 26, 2016 (DISTRICT's Board Agenda Item No. 11.5), and recorded as Document No. 2016-0435902 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. 32816, 32817, 32818, 33743 and MS 4047 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 acquired fee title to PROPERTY pursuant to a certain Grant Deed dated December 16, 2022, recorded as Document No. 2022-0505283, and plans to proceed in accordance with AGREEMENT; and

C. ASSIGNOR has not constructed the required flood control and drainage facilities; and

D. A true and correct copy of AGREEMENT has been provided to ASSIGNEE; and

E. Section V.15 of AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of Parties thereto; and

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

G. ASSIGNOR, ASSIGNEE, COUNTY, VALLEY-WIDE 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, including retitling the storm drain facilities to "Winchester Hills - Winchester Woods Drive Storm Drain"; and

I. Under Section V.17 of AGREEMENT, AGREEMENT may be changed or modified subject to the written consent of Parties thereto.

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3. For the benefit of DISTRICT, COUNTY, and VALLEY-WIDE, ASSIGNEE hereby agrees to be fully bound by the terms of AGREEMENT that are stated and imposed on ASSIGNOR in AGREEMENT.

4. AGREEMENT is hereby amended, and ASSIGNEE shall be bound as follows:

I. Section V.1 is revised to read:

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II. Section V.3 is revised to provide ASSIGNEE twenty-four (24) months from the Assignment Effective Date to commence construction and shall read:

If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months from the Assignment Effective Date and in accordance with terms of AGREEMENT, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.8. In the event of a change in the site conditions that materially affects the PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify the IMPROVEMENT PLANS as deemed necessary by DISTRICT.

III. Section V.4 is revised to read:

DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT unless DISTRICT and COUNTY agree to extend the time to complete construction at their sole discretion. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority; (i) for DISTRICT to terminate Agreement, and (ii) for COUNTY to require DEVELOPER's surety to pay to COUNTY the sum of any and all bonds for DISTRICT to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. In the event, COUNTY and DISTRICT elect to proceed under Section V.4.ii, the following provisions (a) and (b) apply:

- a. DEVELOPER grants to DISTRICT and DISTRICT's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047 to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. This right of entry shall terminate when such construction and any other remaining work is complete to DISTRICT's satisfaction.
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- IV. Section V.10 is revised to add the following Party and address:

FPG Tricon Woods Property, LLC
 27271 Las Ramblas, #100
 Mission Viejo, CA 92691
 Attn: Bryan Bergeron

- VI. Section V.18 is revised to read in its entirety:

It is the intent of Parties that AGREEMENT shall prevail over the terms of PREVIOUS AGREEMENT (Cooperative Agreement dated October 2, 2007, and recorded as Document No. 2007-0730352 in the Official Records of the County of Riverside). Any terms from PREVIOUS AGREEMENT that are not restated in this Agreement shall be considered extinguished and no longer applicable.

5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein, DISTRICT, COUNTY, and VALLEY-WIDE 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 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.

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 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 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

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

VALLEY-WIDE RECREATION
AND PARK DISTRICT
Post Office Box 907
San Jacinto, CA 92581
Attn: Dean Wetter

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

FPG Tricon Woods Property, LLC
27271 Las Ramblas, #100
Mission Viejo, CA 92691
Attn: Bryan Bergeron

13. 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.

14. Any action at law or in equity brought by any Parties hereto for the purpose of enforcing a right or rights provided for by ASSIGNMENT, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. This ASSIGNMENT is the result of negotiations between Parties hereto, and the advice and assistance of their respective counsel. The fact that this ASSIGNMENT was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this ASSIGNMENT shall not be construed against DISTRICT because DISTRICT prepared this ASSIGNMENT in its final form.

16. 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

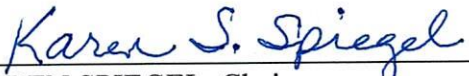
11/28/2023

(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:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
AARON GETTIS
Chief Deputy County Counsel


By 
Deputy

(SEAL)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

By 
KEVIN JEFFRIES Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel


By 
Deputy

(SEAL)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
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MS:AMR:blm
09/07/23

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**VALLEY-WIDE RECREATION AND PARK
DISTRICT**

By: 

DEAN WETTER
General Manager

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

ASSIGNOR

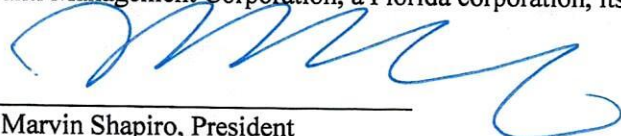
THE WOODS (RIVERSIDE) VENTURE, L.L.L.P., a Delaware limited liability limited partnership

By: The Woods (Riverside) ASLI V, L.L.L.P., a Delaware limited liability limited partnership, its sole general partner

By: The Woods (Riverside) GP, LLC, a Delaware limited liability company, its sole general partner

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its sole member and manager

By: Avanti Management Corporation, a Florida corporation, its sole general partner

By: 
Marvin Shapiro, President

STATE OF FLORIDA

COUNTY OF ORANGE

On September 8, 2023, before me Margaret Hill, a Notary Public in and for said County and State, Marvin M. Shapiro, personally appeared to me (or 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 as the President of Avanti Development Corporation II, a Florida corporation, the general partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, the general partner of THE WOODS (RIVERSIDE) VENTURE, L.L.L.P., a Delaware limited liability limited partnership, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

(NOTARY SEAL)



WITNESS my hand and official seal.

Margaret Hill
Notary Public
Name of Notary Printed:
Margaret Hill

My Commission expires: March 21, 2026

My Commission number is: HH 242771

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

ASSIGNEE

FPG TRICON WOODS PROPERTY LLC,
a Delaware limited liability company

By: FPG TRICON WOODS HOLDINGS LLC,
a Delaware limited liability company
its Sole Member

By: FPG INVESTORS B4, LLC,
a California limited liability company,
its Manager

By: 

BRYAN BERGERON
Vice President, Forward Planning

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment and Assumption of, and Amendment to Cooperative Agreement:
Winchester Hills - Western Hill Drive Storm Drain
Project No. 4-0-00587
(Tract Map Nos. 32816, 32817, 32818, 33743 and MS 4047)
MS:AMR:blm
09/07/23

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 September 12, 2023 before me, K. Yarter, Notary Public
(insert name and title of the officer)

personally appeared Bryan Bergeron
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 K. Yarter (Seal)

