

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

106B



FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 7/27/15

Departmental Concurrence

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 15, 2015

SUBJECT: Approval of Assignment and Assumption of Cooperative Agreement for Wildomar Master Drainage Plan Channel Stage 7, Wildomar Master Drainage Plan Lateral E (Tract No. 25122), Project Nos. 7-0-00070, 7-0-00077, District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption Agreement between the District, the City of Wildomar (City), Rancho Fortunado Inv., LLC (Assignor) and Richmond American Homes of Maryland, Inc. (Assignee); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Assignment and Assumption Agreement (Agreement) transfers the rights and responsibilities as established by the original Cooperative Agreement executed on April 28, 2015 (Board Agenda Item No. 11.4) from the Assignor to the Assignee.

Continued on page 2

LMD:blm
P8/172062

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS:				Budget Adjustment: No	
				For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 11.4 of 04/28/15

District: 1

Agenda Number:

11-4

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

FORM 11: Approval of Assignment and Assumption of Cooperative Agreement for Wildomar Master Drainage Plan Channel Stage 7, Wildomar Master Drainage Plan Lateral E, (Tract No. 25122), Project Nos. 7-0-00070, 7-0-00077, District 1 [\$0]

DATE: September 15, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Once the Agreement is executed, the Assignee will assume responsibility for the construction of the flood control facilities, as originally required as a condition of development for Tract No. 25122. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drains, as well as a segment of storm drain that is more than 18 inches in diameter and is located within District's right of way boundaries. City will assume ownership and maintenance of all storm drain facilities that are 36 inches or less in diameter and drainage facilities' associated appurtenances such as catch basins, inlets, etc., located within City's right of way boundaries.

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

The Assignee is funding all construction and construction inspection costs.

Impact on Residents and Businesses

Assignee's planned development will benefit from the storm drain facilities that are to be constructed by the Assignee.

SUPPLEMENTAL:

Additional Fiscal Information

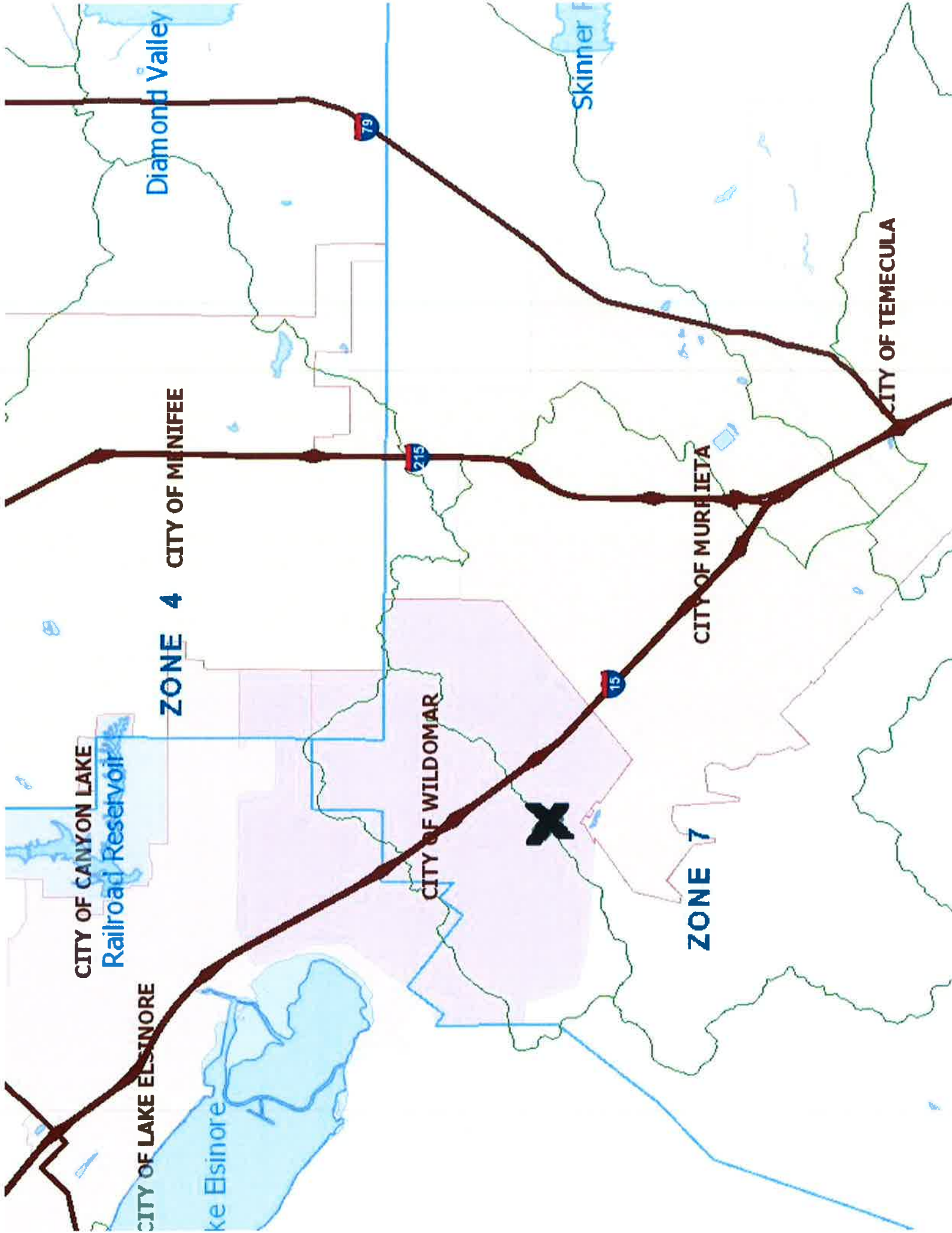
Assignee is funding all construction and construction inspection costs. After ten (10) years, the operation and maintenance costs of mainline storm drains and a certain segment of 18-inch diameter storm drain will accrue to the District.

However, Assignor has made a one-time payment to the District's Zone 7 Maintenance Trust Fund, which defrays District's estimated future operation and maintenance costs for these drainage facilities for a period of ten (10) years.

Attachments:

1. Vicinity Map
2. Assignment and Assumption Agreement

LMD:blm
P8/172062



Diamond Valley

Skinner

CITY OF TEMECULA

ZONE 4 CITY OF MINIFFEE

CITY OF WILDOMAR

CITY OF MURRIETA

ZONE 7

CITY OF CANYON LAKE
Railroad Reservoir

CITY OF LAKE ELSINORE

lake Elsinore

79

215

15



ASSIGNMENT AND ASSUMPTION AGREEMENT
 Wildomar Master Drainage Plan Channel Stage 7
 Wildomar Master Drainage Plan Lateral E
 Project Nos. 7-0-00070, 7-0-00077
 Tract No. 25122

This ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called "ASSIGNMENT", is made by and between the (i) RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) CITY OF WILDOMAR, hereinafter called "CITY", (iii) RANCHO FORTUNADO INV., LLC, a Delaware limited liability company, hereinafter called "ASSIGNOR", and (iv) RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter called "ASSIGNEE".

RECITALS

A. DISTRICT, CITY and ASSIGNOR have previously entered into that certain Agreement which was executed on April 28, 2015, and recorded as Document No. 2015 – 0260186 in the Official Records of the County of Riverside and is hereinafter called "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. 25122 located in the County of Riverside, State of California (hereinafter, the "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to the PROPERTY; 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. 25122 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and maintenance by DISTRICT and CITY; and

1 D. AGREEMENT stipulates that ASSIGNOR may assign its rights and
2 responsibilities as set forth therein subject to the written consent of the parties thereto; and

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

7 F. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter together
8 called "RIGHTS AND OBLIGATIONS"; and

9 G. ASSIGNOR, ASSIGNEE, CITY and DISTRICT intend that, by execution of this
10 ASSIGNMENT, ASSIGNEE will assume all ASSIGNOR RIGHTS AND OBLIGATIONS.

11 NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

12 1. The above Recitals are true and correct.

13 2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of their
14 RIGHTS AND OBLIGATIONS to ASSIGNEE.

15 3. For the benefit of CITY and DISTRICT, ASSIGNEE hereby ratifies and agrees to
16 be bound by the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.

17 4. ASSIGNEE agrees to complete construction of PROJECT as detailed in
18 AGREEMENT within twelve (12) consecutive months after execution of this Agreement and
19 within one hundred twenty (120) consecutive calendar days after commencing work on
20 PROJECT.

21 5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein,
22 CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of
23 RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE
24 of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,
25
26
27
28

1 ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real
2 property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by
3 ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all
4 charges incurred pursuant to AGREEMENT.

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

9 7. This ASSIGNMENT shall be governed by, interpreted under and construed in
10 accordance with the laws of the State of California.

11 8. Any and all notices sent or required to be sent to ASSIGNOR or ASSIGNEE
12 arising from either this ASSIGNMENT, or the obligations contained in AGREEMENT will be
13 mailed by first class mail, postage prepaid, to the following addresses:
14

15 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF WILDOMAR
16 AND WATER CONSERVATION DISTRICT	23873 Clinton Keith Road
1995 Market Street	Wildomar, CA 92595
Riverside, CA 92501	Attn: Public Works Director
17 Attn: Administrative Services Section	

18 RANCHO FORTUNADO INV., LLC	RICHMOND AMERICAN
19 c/o Richmond Homes of Maryland, Inc.	HOMES OF MARYLAND, INC.
5171 California Street, Suite 120	5171 California Street, Suite 120
Irvine, CA 92617	Irvine, CA 92617
21 Attn: Sondra Harris	Attn: Sondra Harris

22 9. Any action at law or in equity brought by any of the parties hereto for the purpose
23 of enforcing a right or rights provided for by this ASSIGNMENT shall be tried in a court of
24 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
25 waive all provisions of law providing for a change of venue in such proceedings to any other
26 county.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.


//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT

on _____
(to be filled in by Clerk of the Board)

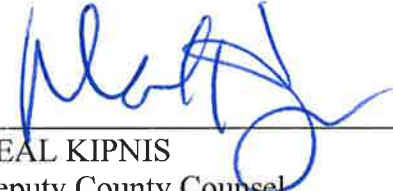
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/10/15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECOMMENDED FOR APPROVAL:


CITY OF WILDOMAR


By 
DAN YORK
Public Works Director/City Engineer

By 
BEN BENOIT
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
THOMAS D. JEX
City Attorney

DEBBIE A. LEE
City Clerk
By 

(SEAL)

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/10/15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated as of July 16, 2015

ASSIGNOR

RANCHO FORTUNADO INV, LLC
a Delaware limited liability company

By: RICHMOND AMERICAN HOMES OF
MARYLAND, INC.
a Maryland corporation

Its sole member

By 

SONDRA HARRIS
Authorized Person

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/10/15

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS

COUNTY OF **ORANGE**

On September 1, 2015, before me, Rhonda Harper, a Notary Public, personally appeared Sondra Harris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: May 30, 2016



This area for official notarial seal.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ASSIGNEE

**RICHMOND AMERICAN HOMES OF
MARYLAND, INC.**

a Maryland Corporation

By  _____
SONDRA HARRIS
Vice President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Assignment & Assumption Agreement
Tract No. 25122
LMD:blm
8/10/15

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF **CALIFORNIA**) SS

COUNTY OF **ORANGE**

On September 1, 2015, before me, Rhonda Harper, a Notary Public, personally appeared Sondra Harris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



My Commission Expires: May 30, 2016



This area for official notarial seal.