

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

1078



FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE: 9/27/15
Departmental Concurrence

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 15, 2015

SUBJECT: Approval of Assignment and Assumption of Cooperative Agreement for Murrieta Valley – Greyhawk Road Storm Drain Stage 2 (Tract No. 32078), Project No. 7-0-00232, 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. 11.5) from the Assignor to the Assignee.

Continued on page 2

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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
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

11-5

**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 Murrieta Valley –
Greyhawk Road Storm Drain Stage 2 (Tract No. 32078), Project No. 7-0-00232, 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. 32078. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drains, a lateral storm drain that is 24 inches in diameter and is located within District's right of way boundaries, channel embankment, and associated access road. City will assume ownership and maintenance of all storm drain laterals and connector pipes 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

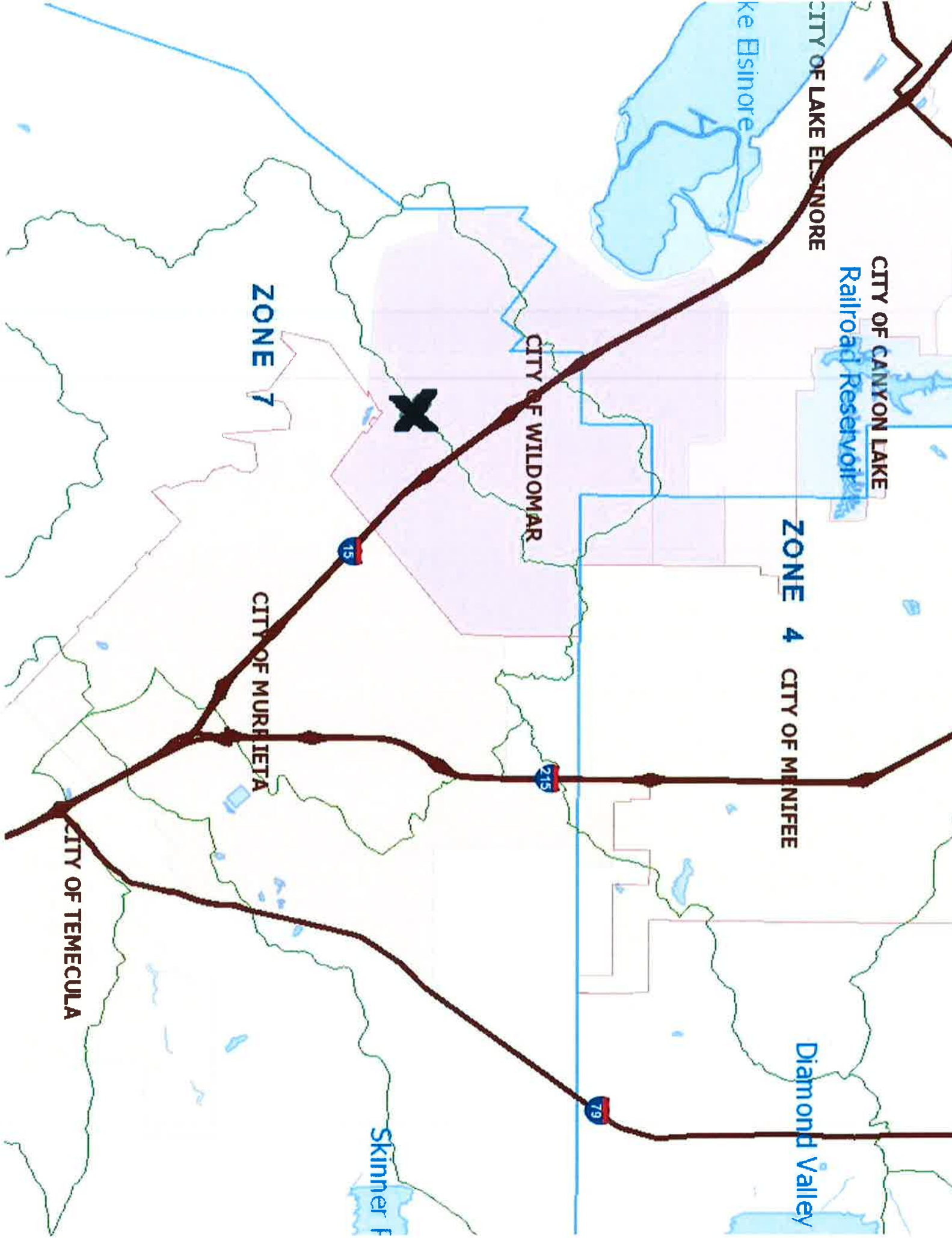
Assignee is funding all construction and construction inspection costs. Future operation and maintenance costs for the mainline storm drains, a certain 24-inch lateral, channel embankment and associated access road will accrue to District.

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

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CITY OF LAKE ELSINORE

CITY OF CANYON LAKE

Railroad Reservoir

ZONE 4 CITY OF MINIFEE

CITY OF WILDOMAR

ZONE 7

CITY OF MURRIETA

CITY OF TEMECULA

Diamond Valley

Skinner Reservoir

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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 ninety (90) consecutive calendar days after commencing work on PROJECT.

20 5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein,
21 CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of
22 RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE
23 of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,
24 ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real
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1 property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by
2 ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all
3 charges incurred pursuant to AGREEMENT.

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

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

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

13
14 RIVERSIDE COUNTY FLOOD CONTROL CITY OF WILDOMAR
15 AND WATER CONSERVATION DISTRICT 23873 Clinton Keith Road
16 1995 Market Street Wildomar, CA 92595
17 Riverside, CA 92501 Attn: Public Works Director
18 Attn: Administrative Services Section

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

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

10 10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and
11 ASSIGNEE hereby certify that they have the authority within their respective companies to enter

1 into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of
2 directors, legal counsel and/or any other board, committee or other entity within their respective
3 companies which have the authority to authorize or deny entering into this ASSIGNMENT.
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5 11. This ASSIGNMENT may be executed in multiple counterparts, each of which
6 shall be deemed an original, but all of which together shall constitute but one and the same
7 instrument.

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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:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Assignment & Assumption Agreement
Tract No. 32078
LMD:blm
8/10/15

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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. 32078
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8/10/15

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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. 32078
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.

ASSIGNEE

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

a Maryland Corporation

By 
SONDRA HARRIS
Vice President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

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Assignment & Assumption Agreement
Tract No. 32078
LMD:blm
8/10/15

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Signature



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