

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

311 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

April 10, 2012

SUBJECT: Murrieta MDP Line D-1
Project No. 7-0-00136
Assignment and Assumption Agreement
3rd/3rd

RECOMMENDED MOTION:

1. Approve the Assignment and Assumption Agreement (Agreement) between the District and the City of Murrieta (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: April 10, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 10/24/00 Item 9.2 | **District:** 3rd/3rd | **Agenda Number:**

11.4

FORM APPROVED COUNTY COUNSEL BY: DATE: 4/10/12
NEAL R. KIPNIS

Departmental Concurrence

Dep't Recomm.:
Per Exec. Ofc.:

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

SUBJECT: Murrieta MDP Line D-1
Project No. 7-0-00136
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3rd/3rd

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Page 2

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District transfers all rights and responsibilities associated with the Murrieta MDP Line D-1 facility as established by the original cooperative agreement executed on October 24, 2000, to the City.

The Agreement is necessary to formalize the transfer of ownership and responsibility for the operation and maintenance of the Murrieta MDP Line D-1 facility from the District to the City and to acknowledge all necessary rights of way for the operation and maintenance of the Murrieta MDP Line D-1 facility lies within City held easements.

Once the Agreement is executed the City will assume ownership, operation and maintenance responsibilities of the Murrieta MDP Line D-1 facility and its associated inlet and outlet facilities.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement.

KEC:bjj
P8/144084

ASSIGNMENT AND ASSUMPTION AGREEMENT

Murrieta Creek MDP-Line D-1

Project 7-0-00136

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3 THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called
4 "ASSIGNMENT", is made by and between the RIVERSIDE COUNTY FLOOD CONTROL
5 AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the CITY OF
6 MURRIETA, hereinafter called "CITY".

RECITALS

7
8 A. DISTRICT and CITY previously entered into that certain Cooperative Agreement
9 executed on October 24, 2000 [DISTRICT'S Board Agenda Item No. 9.2], and recorded as
10 Document No. 2000 - 461093 in the Official Records of the County of Riverside, hereinafter
11 called "AGREEMENT", setting forth the parties' respective rights and obligations concerning the
12 operation and maintenance of certain flood control and drainage facilities required as a condition
13 for approval of Parcels A and B of the City of Murrieta Lot Line Adjustment Number 99-012
14 located in the city of Murrieta (hereinafter, called "PROPERTY"); and

15 B. On October 24, 2001, pursuant to AGREEMENT, DISTRICT accepted ownership
16 and responsibility for the operation and maintenance of approximately 330 lineal feet of
17 reinforced concrete box and certain inlet and outlet structures, hereinafter called "PROJECT", as
18 shown in concept in red on Exhibit "A" attached hereto and made a part of this ASSIGNMENT:
19 and

20 C. CITY anticipates further development of PROPERTY and desires to assume
21 ownership and responsibility for the operation and maintenance of PROJECT; and

22 D. A true copy of AGREEMENT has been provided to CITY and said AGREEMENT
23 describes the terms and conditions by which PROJECT would be accepted for ownership and
24 responsibility for operation and maintenance by DISTRICT; and

25 E. The totality of DISTRICT'S rights, interests, benefits and privileges pursuant to
26 AGREEMENT are hereinafter collectively called "DISTRICT RIGHTS" and the totality of

1 DISTRICT'S obligations pursuant to AGREEMENT are hereinafter collectively called
2 "DISTRICT OBLIGATIONS"; and

3 F. DISTRICT RIGHTS and DISTRICT OBLIGATIONS are hereinafter altogether
4 called "RIGHTS AND OBLIGATIONS"; and

5 G. DISTRICT and CITY intend that, by execution of this ASSIGNMENT, CITY shall
6 assume all of RIGHTS AND OBLIGATIONS.

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

8 1. The above Recitals are true and correct.

9 2. By execution of this ASSIGNMENT, DISTRICT hereby assigns all RIGHTS
10 AND OBLIGATIONS to CITY.

11 3. For the benefit of DISTRICT, CITY hereby ratifies and agrees to be bound by the
12 assignment of RIGHTS AND OBLIGATIONS set forth in Provision No. 2 above.

13 4. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein,
14 DISTRICT and CITY hereby consent to and hereby agree to be bound by (i) the assignment of
15 RIGHTS AND OBLIGATIONS in favor of CITY, and (ii) the assumption by CITY of said
16 RIGHTS AND OBLIGATIONS.

17 5. In further clarification of the intent of the parties, CITY and DISTRICT
18 specifically agree that DISTRICT'S access of real property interests as shown in concept cross-
19 hatched in blue and in red on Exhibit "B" attached hereto and made a part hereof, reflects the
20 easements granted pursuant to the terms and conditions of AGREEMENT.

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

24 7. DISTRICT shall not have any responsibilities under this ASSIGNMENT and shall
25 be relieved of all responsibilities set forth in AGREEMENT.

26 8. In the event that any action or suit by any party hereto is brought against another
27 party hereunder by reason of any breach of any of the covenants, conditions, agreements or
28

1 provisions on the part of the other party arising out of this ASSIGNMENT, the prevailing party
2 shall be entitled to have and recover of and from the other party all costs and expenses of the
3 action or suit, including reasonable attorneys' fees.

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

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

9
10 RIVERSIDE COUNTY FLOOD CONTROL
11 AND WATER CONSERVATION DISTRICT
12 1995 Market Street
13 Riverside, CA 92501
14 Attn: Administrative Services Section

CITY OF MURRIETA
1 Town Square, 24601 Jefferson
Murrieta, CA 92562
Attn: City Engineer

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

20 12. This ASSIGNMENT is the result of negotiations between the parties hereto, and
21 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
22 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
23 or ambiguity in this ASSIGNMENT shall not be construed against DISTRICT because
24 DISTRICT prepared this ASSIGNMENT in its final form.

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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT on

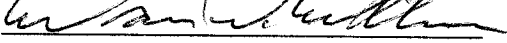
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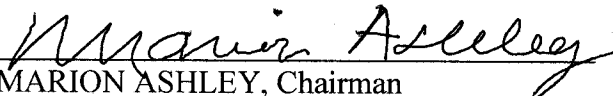
4-10-12

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL

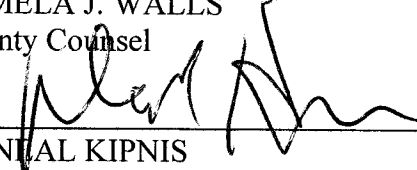
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**


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:

PAMELA J. WALLS
County Counsel
By 
PAMELA J. WALLS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

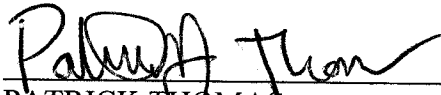
Assignment & Assumption Agreement
Murrieta MDP-Line D-1
2/8/12
KEC:bjj

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RECOMMENDED FOR APPROVAL:


CITY OF MURRIETA

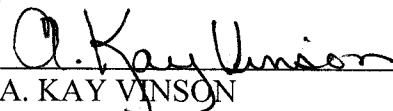
By 
PATRICK THOMAS
City Engineer

By 
DOUGLAS R. McALLISTER
Mayor

APPROVED AS TO FORM:

ATTEST:

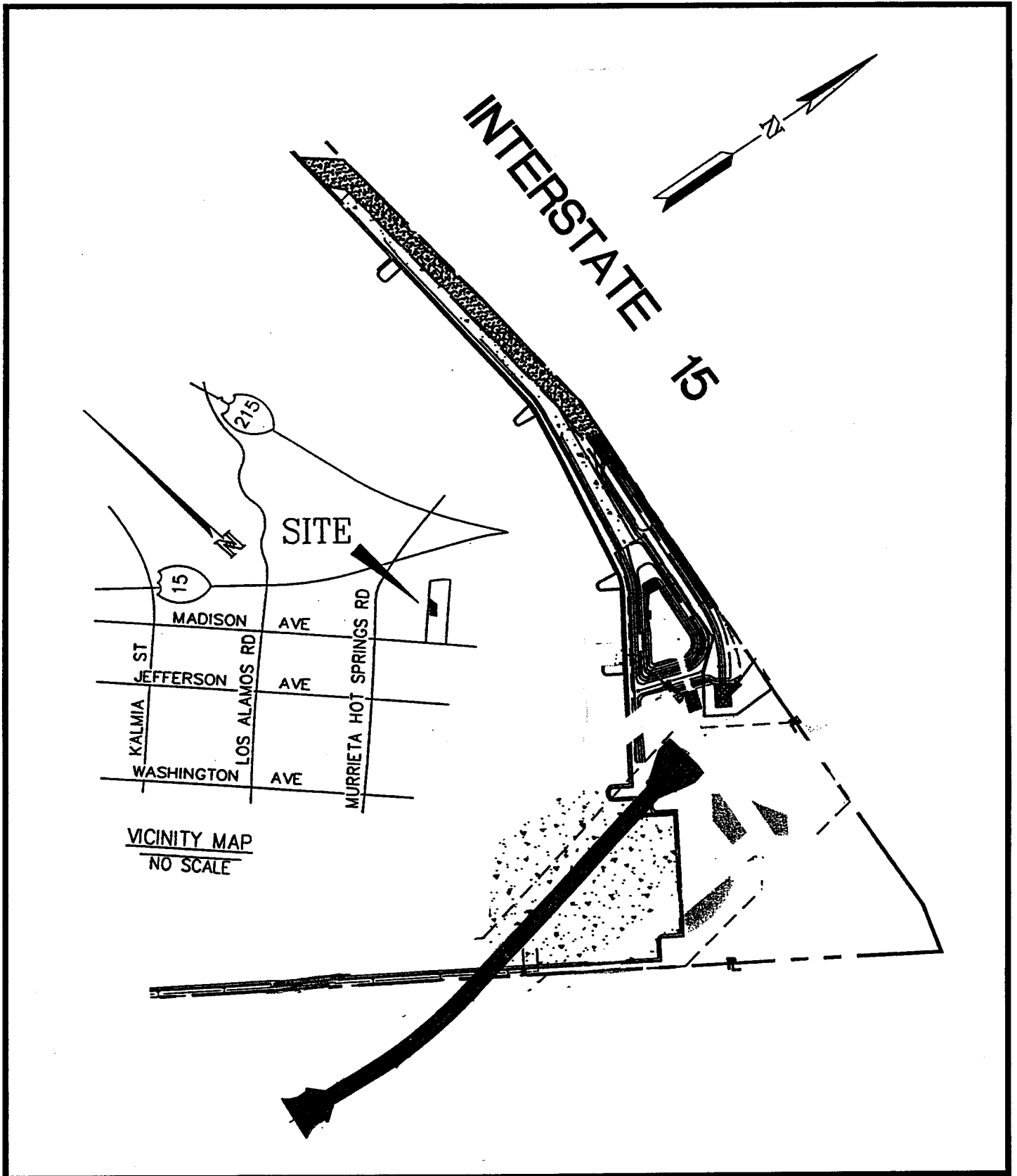
By 
LESLIE E. DEVANEY
City Attorney

By 
A. KAY VINSON
City Clerk

(SEAL)

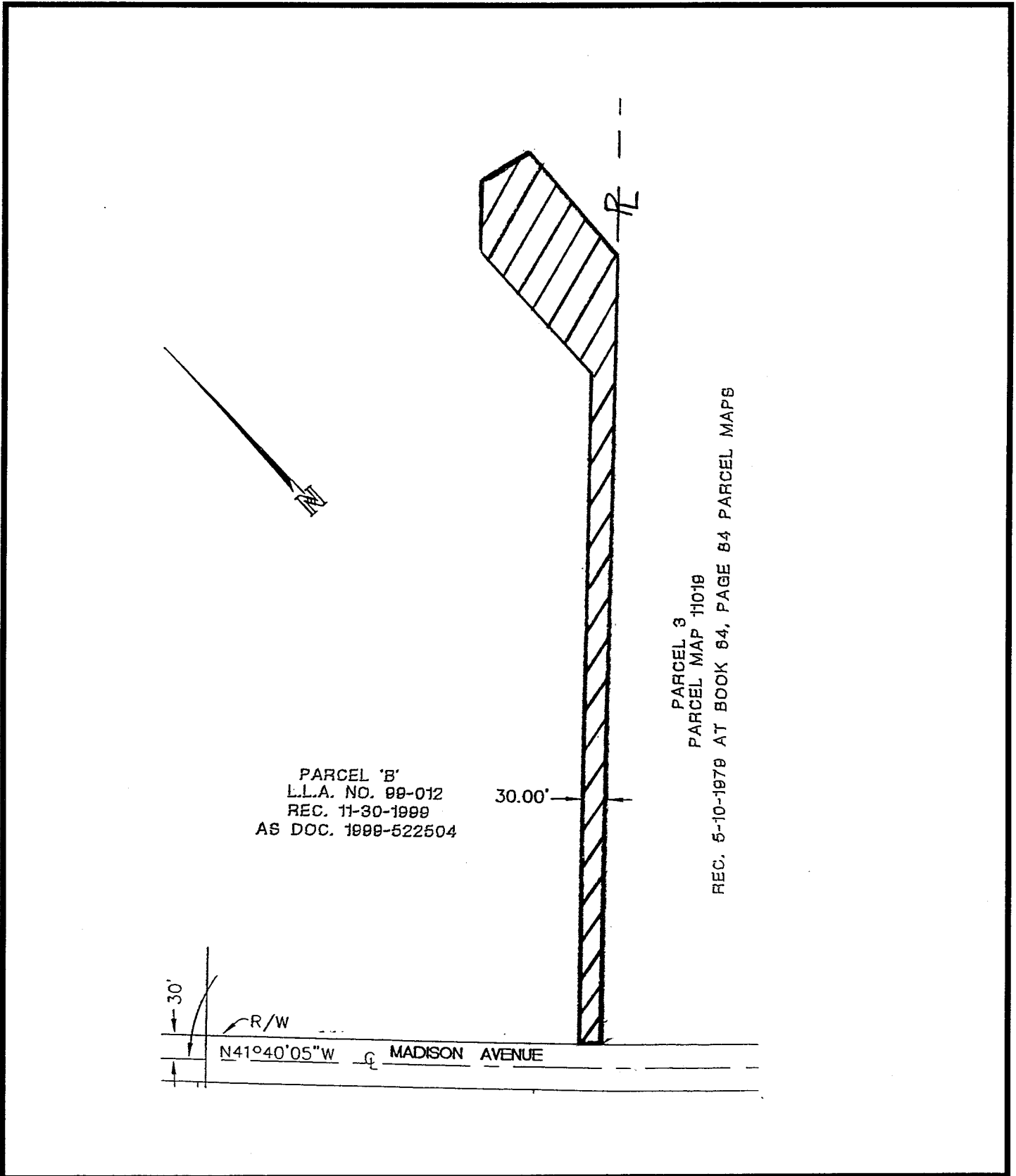
Assignment & Assumption Agreement
Murrieta MDP-Line D-1
2/8/12
KEC:blj

Exhibit A



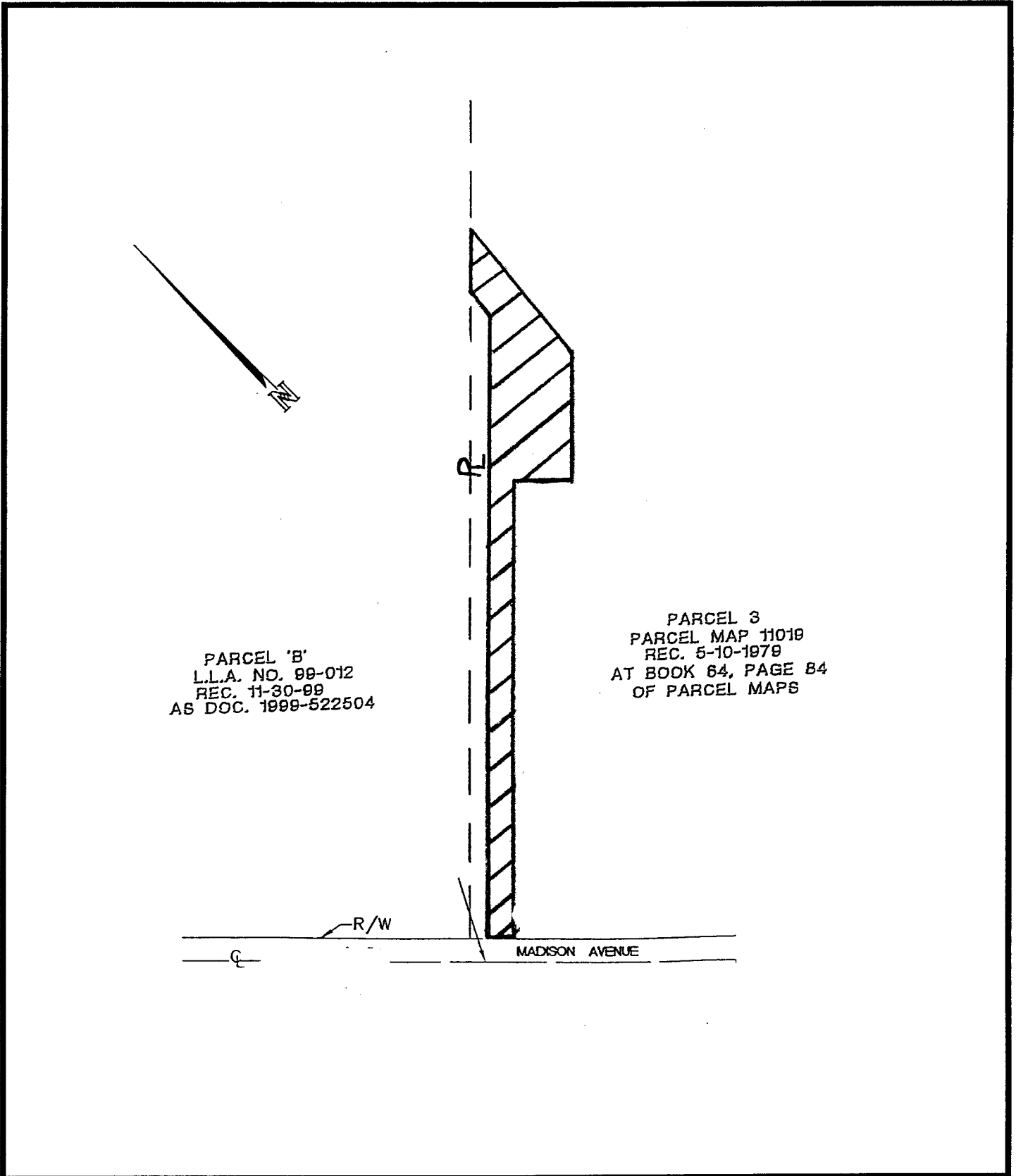
Assignment and Assumption Agreement
Murrieta Creek MDP-Line D-1, Project 7-0-00136

Exhibit B



Assignment and Assumption Agreement
Murrieta Creek MDP-Line D-1, Project 7-0-00136

Exhibit B



Assignment and Assumption Agreement
Murrieta Creek MDP-Line D-1, Project 7-0-00136