

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

106 B



**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

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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)
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** September 15, 2015  
**xc:** Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 11.4 of 04/28/15 | **District:** 1 | **Agenda Number:**

**11-4**

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

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

**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**

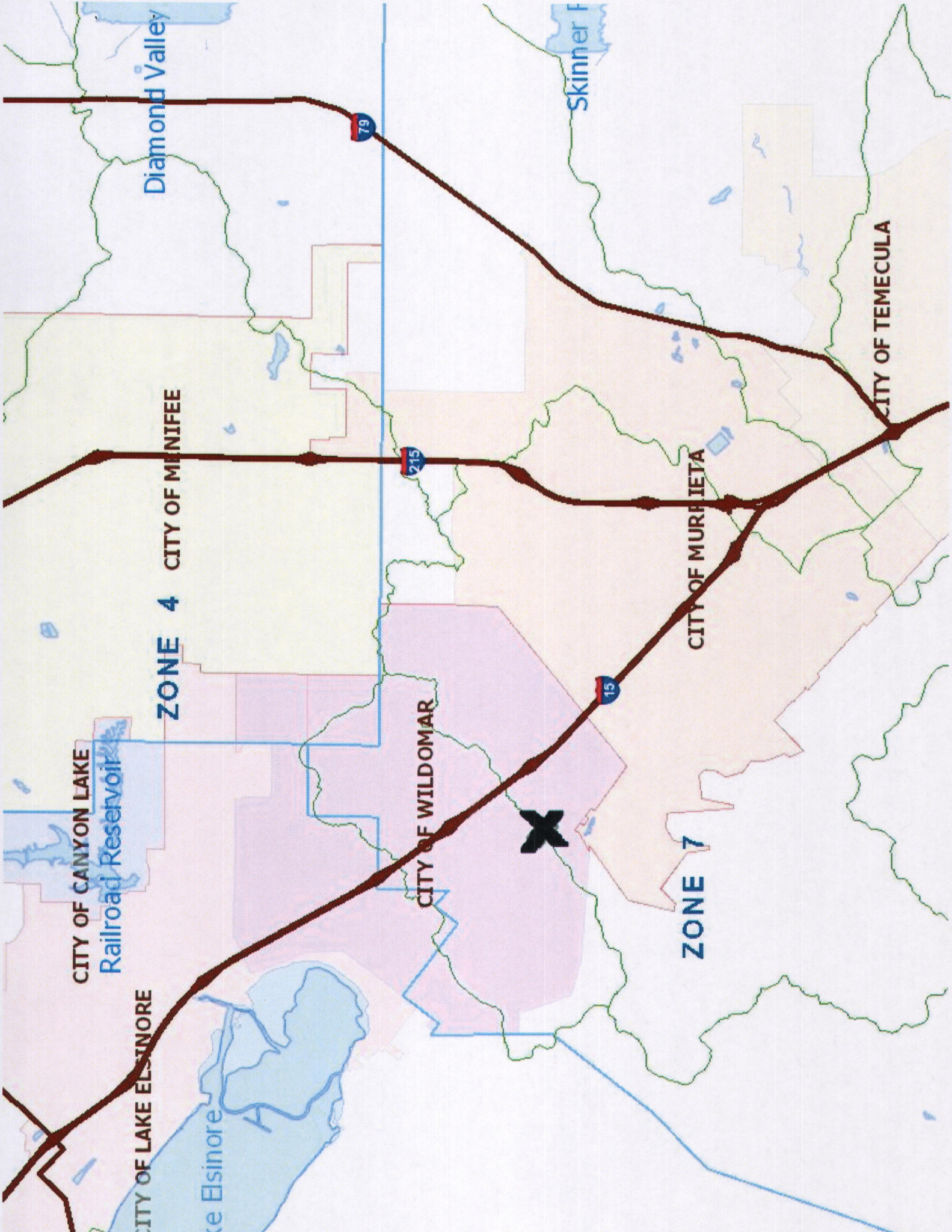
Assignee is funding all construction and construction inspection costs. After ten (10) years, the operation and maintenance costs of mainline storm drains and a certain segment of 18-inch diameter storm drain will accrue to the District.

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

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ZONE 4 CITY OF MINIFEE

CITY OF CANYON LAKE  
Railroad Reservoir

CITY OF LAKE ELSINORE

lake Elsinore

CITY OF WILDOMAR



ZONE 7

CITY OF MURRIETA

CITY OF TEMECULA

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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 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,  
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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.  
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1           10.     The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and  
2 ASSIGNNEE hereby certify that they have the authority within their respective companies to enter  
3 into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of  
4 directors, legal counsel and/or any other board, committee or other entity within their respective  
5 companies which have the authority to authorize or deny entering into this ASSIGNMENT.  
6

7           11.     This ASSIGNMENT may be executed in multiple counterparts, each of which  
8 shall be deemed an original, but all of which together shall constitute but one and the same  
9 instrument.

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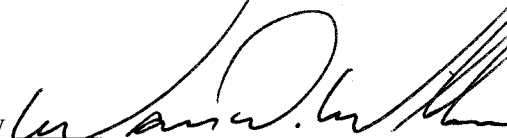
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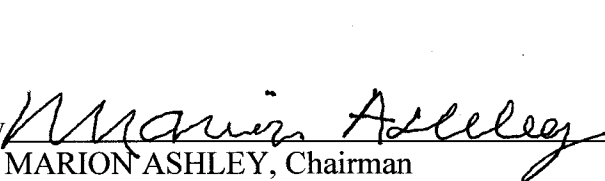
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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT  
SEP 15 2015

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

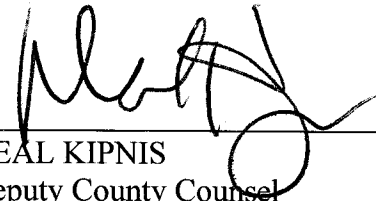
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

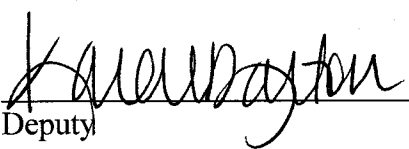
APPROVED AS TO FORM:

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




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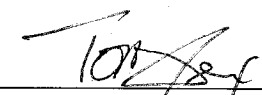
CITY OF WILDOMAR

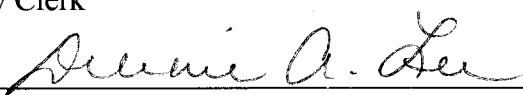
By   
DAN YORK  
Public Works Director/City Engineer

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

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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. 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.

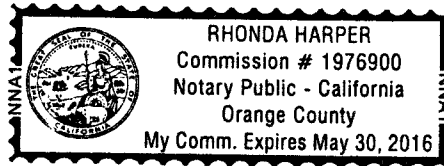
**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature



My Commission Expires: May 30, 2016



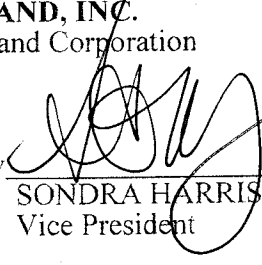
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**ASSIGNEE**

**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

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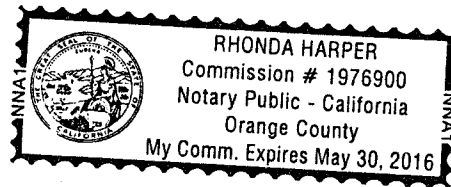
**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_

My Commission Expires: May 30, 2016



This area for official notarial seal.