

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

1078



FORM APPROVED COUNTY COUNSEL 8/27/15  
DATE  
BY: GREGORY P. PRIAMOS  
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	

<b>SOURCE OF FUNDS:</b>	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

- 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.

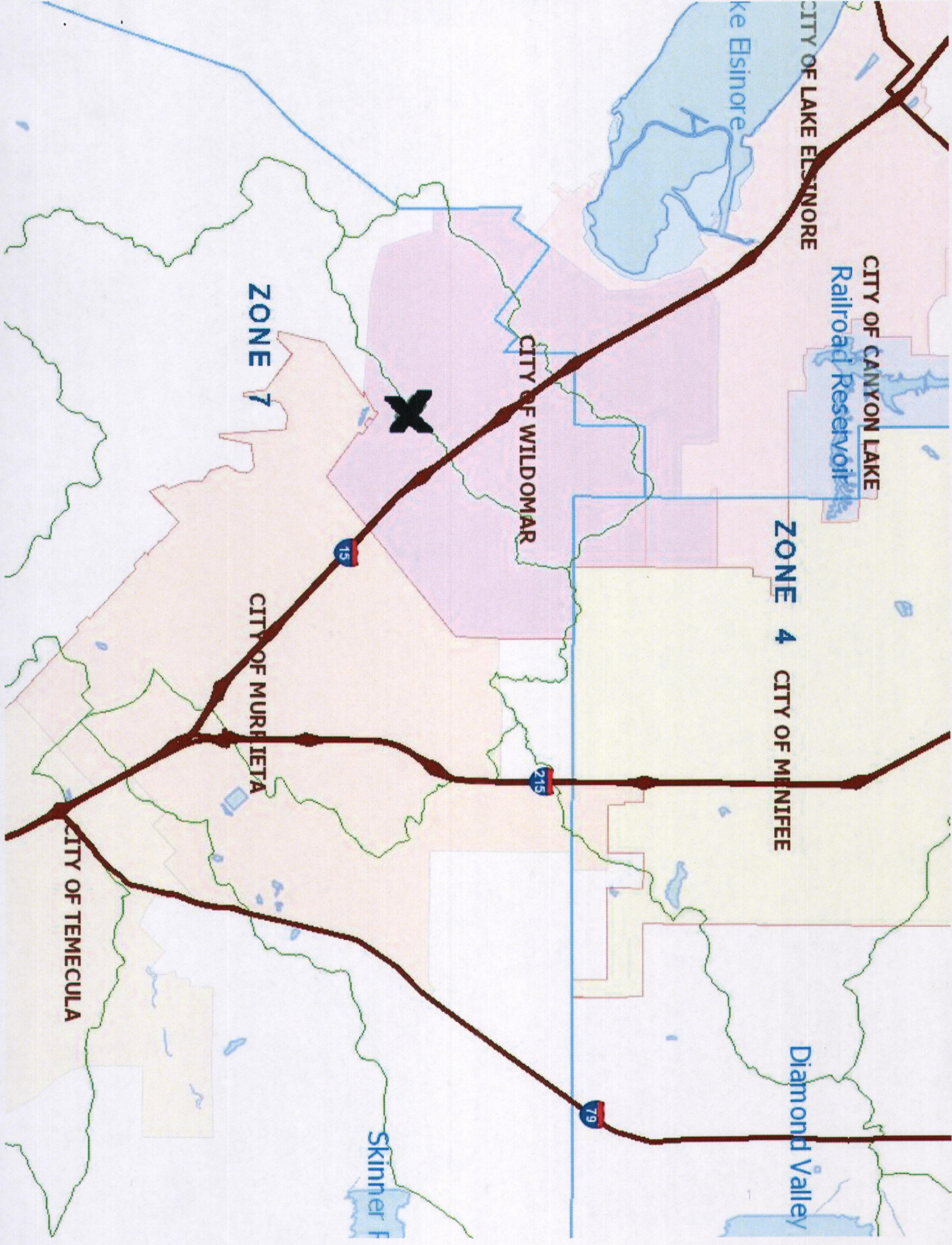
However, Assignor has made a one-time payment to the District's Zone 7 Maintenance Trust Fund, which defrays District's estimated future operation and maintenance costs for these drainage facilities for a period of ten (10) years.

**Attachments:**

1. Vicinity Map
2. Assignment and Assumption Agreement

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CITY OF LAKE ELSINORE

CITY OF CANYON LAKE  
Railroad Reservoir

CITY OF WILDOMAR

ZONE 4 CITY OF MINIFEE

ZONE 7

CITY OF MURRIETA

CITY OF TEMECULA

Diamond Valley

Skinner F.





1                    ASSIGNMENT AND ASSUMPTION AGREEMENT  
2                    Murrieta Valley – Greyhawk Road Storm Drain Stage 2  
3                    Project No. 7-0-00232  
4                    Tract No. 32078

4                    This ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called  
5 "ASSIGNMENT", is made by and between the (i) RIVERSIDE COUNTY FLOOD CONTROL  
6 AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) CITY OF  
7 WILDOMAR, hereinafter called "CITY", (iii) RANCHO FORTUNADO INV., LLC, a Delaware  
8 limited liability company, hereinafter called "ASSIGNOR", and (iv) RICHMOND AMERICAN  
9 HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter called "ASSIGNEE".  
10

11                    RECITALS

12                    A.            DISTRICT, CITY and ASSIGNOR have previously entered into that certain  
13 Agreement which was executed on April 28, 2015, and recorded as Document No. 2015 –  
14 0260187 in the Official Records of the County of Riverside and is hereinafter called  
15 "AGREEMENT", setting forth the parties' respective rights and obligations concerning  
16 ASSIGNOR'S proposed design and construction of certain flood control and drainage facilities  
17 required as a condition of approval for Tract No. 32078 located in the County of Riverside, State  
18 of California (hereinafter, the "PROPERTY"); and  
19

20                    B.            Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee  
21 title to the PROPERTY; and  
22

23                    C.            A true copy of AGREEMENT has been provided to ASSIGNEE and said  
24 AGREEMENT describes the terms and conditions by which those certain flood control and  
25 drainage improvements that are required in connection with the development of Tract No. 32078  
26 are to be designed and constructed by ASSIGNOR and inspected and accepted for operation and  
27 maintenance by DISTRICT and CITY; and  
28

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

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

13 1. The above Recitals are true and correct.

14 2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of their  
15 RIGHTS AND OBLIGATIONS to ASSIGNEE.  
16

17 3. For the benefit of CITY and DISTRICT, ASSIGNEE hereby ratifies and agrees to  
18 be bound by the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.  
19

20 4. ASSIGNEE agrees to complete construction of PROJECT as detailed in  
21 AGREEMENT within twelve (12) consecutive months after execution of this Agreement and  
22 within ninety (90) consecutive calendar days after commencing work on PROJECT.

23 5. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth herein,  
24 CITY and DISTRICT hereby consent to and hereby agree to be bound by (i) the assignment of  
25 RIGHTS AND OBLIGATIONS in favor of ASSIGNEE, and (ii) the assumption by ASSIGNEE  
26 of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,  
27 ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real  
28

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.  
4

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
1995 Market Street	Wildomar, CA 92595
Riverside, CA 92501	Attn: Public Works Director
16 Attn: Administrative Services Section	

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

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

27 10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and  
28 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.  
4

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  
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  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By Marion Ashley  
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  
NEAL KIPNIS  
Deputy County Counsel

By Kecia Harper-Ihem  
Deputy

(SEAL)


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




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RECOMMENDED FOR APPROVAL:

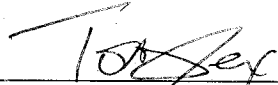
**CITY OF WILDOMAR**

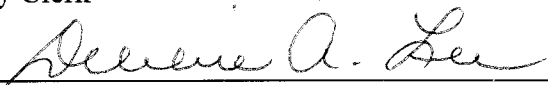
By   
DAN YORK  
Public Works Director/City Engineer

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  
LMD:blm  
8/10/15

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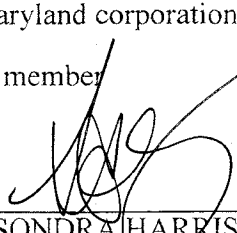
Dated as of July 16, 2015

**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. 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.

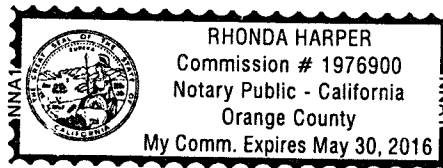
**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

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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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA) SS

COUNTY OF **ORANGE**

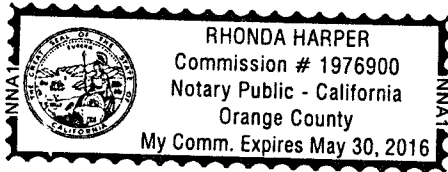
On September 1, 2015, before me, Rhonda Harper, a Notary Public, personally appeared Sondra Harris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their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