

**ASSIGNMENT AND ASSUMPTION  
OF PLANS AND SPECIFICATIONS**

**AGMT 08-1804**

**THIS ASSIGNMENT AND ASSUMPTION OF PLANS AND SPECIFICATIONS** (hereinafter referred to as "Agreement") is entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Assignee"), and Granite Grado Ventures – Project I, LLC, a California limited liability company (hereinafter referred to as "Assignor"), concerning the assignment and assumption of the plans and specifications entitled "**PROJECT PLANS FOR THE CONSTRUCTION OF MISSOURI FLAT ROAD/GOLDEN CENTER DRIVE TRAFFIC SIGNALIZATION**" which have been prepared by KD Anderson and Associates, Inc. (hereinafter the "Plans and Specification");

**RECITALS**

**WHEREAS**, Assignor and Assignee have contemporaneously herewith entered into that certain "Reimbursement Agreement for the Engineering of the traffic Signals and Acquisition of Related Appurtenances at the Intersection of Missouri Flat Road and Golden Center Drive Between the County and the Developer" which requires Assignor to assign to Assignee all of Assignor's right, title, and interest in the Plans and Specifications.

**NOW, THEREFORE**, Assignor and Assignee hereby agree as follows:

1. As of the Effective Date of this Agreement, Assignor assigns to Assignee all of its right, title and interest in, to and under the Plans and Specifications entitled "**PROJECT PLANS FOR THE CONSTRUCTION OF MISSOURI FLAT ROAD/GOLDEN CENTER DRIVE TRAFFIC SIGNALIZATION**", signed and stamped on April 13, 2006 by Kenneth D. Anderson, a licensed registered professional engineer employed by KD Anderson and Associates, Inc. Assignee accepts this assignment of the Plans and Specifications.
2. No amendment of this Agreement shall be valid or binding unless made in writing, signed and duly authorized on behalf of all parties hereto.
3. The parties to this Assignment represent that the undersigned individuals executing the Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said parties to the obligations set forth herein.
4. Nothing by way of this Agreement will obligate Assignee to provide payment or compensation to KD Anderson and Associates, Inc. The payment obligation lies solely with the Assignor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement. This Agreement may be signed in identical counterparts.

**ASSIGNOR:**

**GRANITE GRADO VENTURES -  
PROJECT I, LLC**  
A California limited liability company

By: Granite Land Company,  
its Managing Member

By: Scott D. Wolcott

Name: Scott D. Wolcott

Title: President

Date: 8-21-08

**ASSIGNEE:**

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
**CINDY KECK**

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

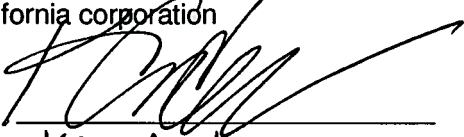
Date: \_\_\_\_\_


**CONSENT TO ASSIGNMENT OF PLANS AND SPECIFICATIONS**

The undersigned consents to the foregoing assignment in the above Agreement.

**KD Anderson and Associates, Inc.:**

KD Anderson and Associates, Inc.  
a California corporation

By:   
Name: Ken Anderson  
Title: President  
Date: 8/27/08

By:   
Corporate Secretary  
Date: 08/28/08

**ASSIGNOR**

**ACKNOWLEDGMENT**

State of California

County of Sacramento

On 08/21/2008 before me, DESIREE HOLBERG, Notary Public,  
(here insert name and title of the officer)

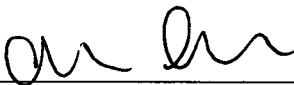
personally appeared SCOTT D. WOLCOTT

\_\_\_\_\_  
\_\_\_\_\_

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 



(Seal)

**ENGINEER**

**ACKNOWLEDGMENT**

State of California  
County of Placer

On August 27, 2008 before me, Mychel Cudlip, Notary Public,  
(here insert name and title of the officer)

personally appeared Ken Anderson

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 Mychel Cudlip



(Seal)