

**ASSIGNMENT AND ASSUMPTION  
OF PLANS AND SPECIFICATIONS**

**AGMT 08-1736**

**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 Serrano Associates, LLC, a California limited liability company (hereinafter referred to as "Assignor"), concerning the assignment and assumption of the plans and specifications entitled "**Plans for the Improvement and Grading of Serrano Parkway – Bass Lake Road**" which have been prepared by R.E.Y. Engineers, Inc. (hereinafter the "Plans and Specification"):

**RECITALS**

**WHEREAS**, Assignor and Assignee have contemporaneously herewith entered into that certain "Reimbursement Agreement for the Improvement and Grading of Bass Lake Road 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:

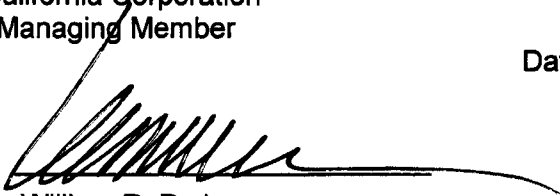
1. As of the Effective Date of this Agreement, Assignor assigns to Assignee all of its right, title and interest in, to and under the Plans and Specifications entitled "**Plans for the Improvement and Grading of Serrano Parkway – Bass Lake Road**", signed and stamped on July 15, 2004 by Donald T. McCormick, a licensed registered professional engineer employed by R.E.Y. Engineers, 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 R.E.Y. Engineers, 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:**

**SERRANO ASSOCIATES, LLC**  
A Delaware limited liability company

By: Parker Development Company  
a California Corporation  
Its Managing Member

By:   
William R. Parker  
President

Dated: 6-23-08

*YHL*

**ASSIGNEE:**

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Board of Supervisors

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

ATTEST:  
CINDY KECK  
Clerk of the Board of Supervisors

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

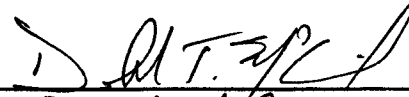
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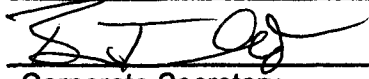
**CONSENT TO ASSIGNMENT OF PLANS AND SPECIFICATIONS**

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

**R.E.Y. Engineers, Inc.:**

R.E.Y Engineers, Inc.  
a California corporation

By:   
Name: Donald McCormick  
Title: Vice-President  
Date: 6-19-08

By:   
Corporate Secretary  
Date: 6/19/08