

ORIGINAL

ASSIGNMENT AND ASSUMPTION OF PLANS

AGMT 12-53609

THIS ASSIGNMENT AND ASSUMPTION OF PLANS (hereinafter referred to as "Assignment and Assumption 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 Pulte Home Corporation, a Michigan corporation (hereinafter referred to as "Assignor"), concerning the assignment and assumption of the plans entitled "*Hollow Oak Road Drainage Improvements Contract No.72369, PW No. 11-30598*", which have been prepared by R.E.Y. Engineer, Inc.

RECITALS

1. Developer obtained approval for Tentative Map 94-1290 in the Bass Lake Hills Specific Plan Area of El Dorado County on the east side of Hollow Oak Road, approximately 1.1 mile from the intersection with Bass Lake (hereinafter referred to as "Approved Tentative Map").

2. A subdivision improvements agreement (AGMT 05-869) was approved by the El Dorado County Board of Supervisors on July 19, 2005. Following construction of Hollow Oak road, drainage issues developed that requires Developer to realign roadside ditches for drainage improvements on Hollow Oak Road and Bass Lake Road including new drainage inlets and storm drain lines.

3. Consistent with the Conditions of Approval of the Approved Tentative Map, Developer has prepared bid-ready packages for the construction of the Project, to include plans titled; "*Hollow Oak Road Drainage Improvements Contract No.72369, PW No. 11-30598*", (hereinafter referred to as "Project"), prepared and stamped by Don McCormick, P.E., a civil engineer of R.E.Y. Engineer, Inc. that have been approved by the County Engineer.

4. R.E.Y. Engineer, Inc. has since merged with Cooper, Thorne & Associates, Inc. to form the corporation of C.T.A. / R.E.Y., Inc.

5. C.T.A. / R.E.Y., Inc. shall provide an Engineer in responsible charge to assist with preparation of Addenda and Response to Bidders during the bid process as well as design support during the construction phase.

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

THE ASSIGNMENT AND ASSUMPTION

As of the Effective Date of this Assignment and Assumption Agreement, Assignor assigns to Assignee all of its right, title and interest in, to and under the Plans entitled "Hollow Oak Road Drainage Improvements Contract No.72369, PW No. 11-30598", signed and stamped by Don McCormick, P.E., a civil engineer employed by C.T.A. / R.E.Y., Inc., and will obtain C.T.A. / R.E.Y., Inc.'s consent of the assignment. Assignee accepts this assignment of ownership of the assigned Plans.

1. No amendment of this Agreement shall be valid or binding unless made in writing, signed and duly authorized on behalf of all parties hereto.

2. 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.

3. Nothing by way of this Assignment and Assumption Agreement will obligate Assignee to provide payment or compensation to Assignor. The payment obligation lies solely with the Assignor.

Requesting Department Concurrence:

By: *Steven M. Pedretti*
Steven M. Pedretti, Director
Community Development Agency

Dated: 3/4/15

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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:

PULTE HOME CORPORATION
a Michigan corporation

By: 

Date: 2/2/15

ASSIGNEE:

COUNTY OF EL DORADO

By: 
Brian K. Veerkamp, Chair
Board of Supervisors

Date: 3-31-15

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Date: 3-31-15

CONSENT TO ASSIGNMENT OF PLANS AND SPECIFICATIONS

The undersigned consents to the foregoing assignment in the above Agreement on the express condition that this consent will not be deemed consent to any subsequent assignment, but rather any subsequent assignment will require the written consent of C.T.A. / R.E.Y., Inc.

C.T.A. / R.E.Y., Inc.
a California corporation

By: 

Name: DAVID R. CROZIER

Title: PRESIDENT

Date: 2-6-15

By: Edgar Brown

Corporate Secretary

Date: 2-11-15

ACKNOWLEDGEMENT

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On February 6, 2015, before me, Chris A. Downum,
Notary Public, personally appeared DAVID ROBERT CROSARIO

 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 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.

Chris Downum
Notary



Seal

OPTIONAL SECTION

Title of Document _____
Date of Document _____ No. of Pages _____
Other signature(s) not acknowledged _____

ACKNOWLEDGEMENT

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On February 11, 2015, before me, Chris A. Downum,

Notary Public, personally appeared EDGAR DUANE BROWN

_____ 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 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.

Chris Downum
Notary



Seal

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