

## ASSIGNMENT AND ASSUMPTION OF PLANS AND SPECIFICATIONS

**THIS ASSIGNMENT AND ASSUMPTION OF PLANS AND SPECIFICATIONS** (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 duly qualified to conduct business in the State of California (hereinafter referred to as "Assignor"), concerning the assignment and assumption of the plans and specifications entitled "*Improvement Plans for Bass Lake Road Station 22+42.84 to Station 83+70*" which have been prepared by PSOMAS, Inc..

### RECITALS

1. The Agreement to Make Subdivision Improvements for Class 1 Subdivisions between County and Owner (executed by Hollow Oak, LLC, Pulte's predecessor in ownership of this development), number 1a, 1b and 1c, require Assignor to reconstruct and realign Bass Lake Road as a two-lane divided road between Hollow Oak Road to the northern alignment of the existing New Bass Lake, as well as provide shoulder widening to existing Bass Lake Road between Highway 50 and Hollow Oak Road.

2. Assignor and Assignee's entered into that certain "*Road Improvement Agreement for Bass Lake Road (Sta 22+42.84 to Sta 83+70) Improvement Project Between the County and the Developer*" for the Project, in which Section 1-B sets forth the requirement that the assignor shall provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

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

### THE ASSIGNMENT AND ASSUMPTION

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 "*Improvement Plans for Bass Lake Road Station 22+42.84 to Station 83+70*", signed and stamped by Alan W. Rozier, a licensed registered professional engineer employed by PSOMAS, Inc. and will obtain PSOMAS, Inc's consent of the assignment. Assignee accepts this assignment of ownership of the assigned 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 Assignment and Assumption Agreement will obligate Assignee to provide payment or compensation to PSOMAS, Inc. The payment obligation lies solely with the Assignor.

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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:**

**ASSIGNEE:**

**PULTE HOME CORPORATION**  
a Michigan corporation

**COUNTY OF EL DORADO**

By:   
Gregory S. Van Dam  
Vice President of Land Planning  
& Development

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

Date: 1/21/16

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

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )  
County of Placer )  
On Jan. 21, 2016 before me, Carol Peterson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Gregory S. Vorn Dam  
Name(s) of Signer(s)

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 Carol Peterson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment & Assumption Document Date: 1/21/14  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_


Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**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 PSOMAS, Inc.

**PSOMAS, Inc.:**

PSOMAS, Inc.  
a California corporation

By:   
Name: RICH RADDYCUS  
Title: VICE PRESIDENT  
Date: 1-21-16

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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State of California )  
County of Placer )  
On Jan 21, 2016 before me, JUNE KASHIWADA,  
Date Here Insert Name and Title of the Officer  
personally appeared RICHARD RADOYCIS  
Name(s) of Signer(s)

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 June Kashiwada  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
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 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_