

**ASSIGNMENT AND ASSUMPTION  
OF PLANS AND SPECIFICATIONS***AGMT 06-1351*

**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 West Valley, LLC, a California limited liability company (hereinafter referred to as "Assignor"), concerning the assignment and assumption of the plans and specifications entitled "**White Rock Road Realignment and Widening, Manchester Drive to Latrobe Road;**" "**Latrobe Road Widening, Hwy 50 to White Rock Road;**" and "**Latrobe Road Realignment, Widening and Bridge Project, Suncast Lane to Golden Foothill Parkway;**" all of which plans and specifications have been prepared by Dokken Engineering.

**RECITALS**

1. Assignor, on January 22, 2004, obtained approval of the tentative map, TM 99-1359, subsequently amended on July 7, 2004, as TM 99-1359R, West Valley Village project, now commonly referred to as "Blackstone" (hereinafter referred to as "Project"), subject to certain conditions of approval which included, among other obligations, the requirement that Developer prepare plans and specifications for certain improvements.

2. Assignor and Assignee entered into that certain Funding, Credit and Reimbursement Agreement (hereinafter referred to as "Reimbursement Agreement") in November of 2005 pursuant to which the parties set forth the manner in which Assignor would meet its funding obligations with respect to conditions of approval for the Project including, without limitation, the funding for the preparation of plans and specifications for certain improvements, as more particularly described in the Reimbursement Agreement.

3. Section 13 of the Reimbursement Agreement provides that Assignor shall be responsible for arranging and causing to be delivered to Assignee all engineering services called for under the conditions of approval for the Project and further requires that Assignor shall provide a complete assignment of ownership of all plans and specifications to the benefit of Assignee.

4. Assignor intends, pursuant to the terms of this Agreement, to assign to Assignee all of its ownership interest in the plans and specifications described in Exhibit A, marked "Description of Plans and Specifications," attached hereto and incorporated herein by reference (hereinafter referred to as the "Plans and Specifications"). The Plans and Specifications were prepared for Assignor by Dokken Engineering, a

California corporation (hereinafter referred to as "Dokken"), and shall be signed and stamped by Dokken prior to assignment.

5. Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in the Plans and Specifications subject to all of the terms and conditions of this Agreement.

**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 signed and stamped by Dokken. Assignee accepts this assignment of ownership of these 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 obligates Assignee to provide payment or compensation to Dokken. The payment obligation lies solely with 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:**

**ASSIGNEE:**

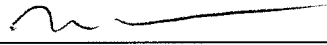
**WEST VALLEY, LLC,  
a California Limited Liability Company**

**COUNTY OF EL DORADO**

By: AKT Investments, Inc.,  
a California corporation  
Non-Member Manager

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

Board of Supervisors

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

Name: MARK ENES

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

Title: EXECUTIVE VICE PRESIDENT

Date: 7.24.07

ATTEST:  
CINDY KECK

By:  \_\_\_\_\_  
Corporate Secretary

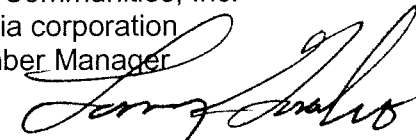
Clerk of the Board of Supervisors

Date: 7.24.07

By: LENNAR Communities, Inc.  
a California corporation  
Non-Member Manager


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

Deputy Clerk

By:  \_\_\_\_\_  
Larry Gualco  
Vice President

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

Date: 7/17/07

By:  \_\_\_\_\_  
Corporate Secretary

Date: 7/17/07

**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 Dokken.

**DOKKEN:**

DOKKEN ENGINEERING,  
a California corporation

By: *Richard T. Liptak*  
Name: RICHARD T. LIPTAK  
Title: President  
Date: 6/29/07  
By: *Clara Chan*  
Corporate Secretary  
Date: 6/30/2007

# West Valley, LLC

## Exhibit A

### Description Of Plans and Specifications

#### **County Project #72401, White Rock Road Realignment and Widening Manchester Drive to Latrobe Road**

Widen and Realign White Rock Road from two lanes to four lanes from Manchester Drive to Latrobe Road, including:

- Modifying the existing signal at White Rock Road and Latrobe Road
- Constructing new and modifying existing drainage facilities
- Extend existing Windfield Way to intersect with realigned White Rock Road
- Constructing sidewalks from Manchester Drive to White Rock Road.
- Constructing curb and gutter from Manchester Drive to Latrobe Road.
- Constructing new culvert under White Rock Road
- Constructing new retaining wall
- Constructing Class II bicycle lanes

#### **County Project #72402, Latrobe Road Widening Hwy 50 to White Rock Road**

Widen Latrobe Road from three lanes to six lanes from Hwy 50 to White Rock Road, including:

- Modifying the existing signal at White Rock Road and Latrobe Road
- Modifying the existing signal at Town Center Blvd. and Latrobe Road
- Modifying the existing signal at Hwy 50 eastbound off ramps and Latrobe Road
- Constructing new and modifying existing drainage facilities
- Constructing curb and gutter from Hwy 50 to White Rock Road.
- Constructing new overhead sign, with concrete barriers and crash attenuators.
- Constructing Class II bicycle lanes

#### **County Project #72403, Latrobe Road Realignment, Widening and Bridge Project Suncast Lane to Golden Foothill Parkway**

Widen Latrobe Road from two lanes to six lanes from Suncast Lane to Golden Foothill Parkway, including:

- Modifying the existing signal at Suncast Lane and Latrobe Road
- Constructing new signal at Golden Foothill Parkway and Latrobe Road
- Constructing new four lane bridge over Carson Creek
- Constructing new and modifying existing drainage facilities
- Constructing concrete curb returns at Golden Foothill Parkway
- Constructing new bike path along old Latrobe Road
- Constructing new bike path sidewalk from existing Carson Creek Bridge to Suncast Lane.
- Lowering Suncast Lane
- Constructing driveway connection from new Latrobe Road to Old Latrobe Road for El Dorado Irrigation District Plant access.
- Constructing Class II bicycle lane

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Sacramento )

On July 24, 2007 before me, Tawny Por, Notary Public  
(here insert name and title of the officer)

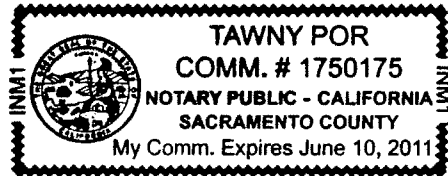
personally appeared Mark Enes

personally known to me (or 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.

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Sacramento )

On July 24, 2007 before me, Tawny Por, Notary Public  
(here insert name and title of the officer)

personally appeared Christopher Donnelly

personally known to me (or 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.

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
 (Title or description of attached document)

\_\_\_\_\_  
 (Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
 (Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
 (Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF PLACER } SS

On 07-17-07 before me, Carmela Carniato, Notary Public,  
personally appeared Larry Gualco

personally known to me

NAME(S) OF SIGNER(S)  
~~OR~~ 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.

WITNESS my hand and official seal.

Carmela Carniato  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL  
CORPORATE OFFICER

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE(S)  
PARTNER(S)  
LIMITED or GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of PLACER } ss.

On 07-17-07 before me, CARMELA CARMIATO  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared BRENDA ASCHERIN  
Name(s) of Signer(s)

- Personally known to me
- 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.

WITNESS my hand and official seal.

Carmela Carmiato  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

CERTIFICATE OF INCUMBENCY  
OF  
LENNAR COMMUNITIES, INC.

The undersigned, in her capacity as a duly elected, qualified and acting Assistant Secretary of LENNAR COMMUNITIES, INC., a California corporation (the "Corporation") does hereby certify on behalf of the Corporation that Larry Gualco is a duly elected Vice President of the Corporation, is incumbent in such office and has served continuously since his election.

IN WITNESS WHEREOF, the undersigned executed this Certificate effective as of this 18<sup>th</sup> day of July, 2005.



Dee Baker, Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF ORANGE

Acknowledged before me this 18<sup>th</sup> day of July, 2005, by Dee Baker, in her capacity as an Assistant Secretary of Lennar Communities, Inc., a California corporation. She is personally known to me and did not take an oath.

  
Notary Public, State of California