

**ASSIGNMENT AND ASSUMPTION  
OF PLANS AND SPECIFICATIONS**

*AGMT #4533*

**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 Silver Springs LLC, a California limited liability company (hereinafter referred to as “Assignor”), concerning the assignment and assumption of the plans and specifications entitled “*Project 76108 Silver Springs Parkway to Bass Lake Road (South Segment)*”, which have been prepared by TLA Engineering and Land Development Services.

**RECITALS**

1. Developer obtained approval for Tentative Map 97-1330 in the Bass Lake Area of El Dorado County on Assessor’s Parcel Numbers 115-370-01, 115-370-02, 115-370-03, 115-370-04, 115-370-07, and 115-370-11 (hereinafter referred to as “Approved Tentative Map”);

2. Road improvement Conditions of Approval number 8 of the Approved Tentative Map (TM97-1330), approved by the El Dorado County Board of Supervisors on December 15, 1998, require Developer to construct the off-site portion of the Realigned Bass Lake Road between project’s south boundary and the connection to Bass Lake Road;

3. Consistent with the Conditions of Approval of the Approved Tentative Map, Developer has prepared bid-ready packages for the construction of the Projects, to include plans titled; “*Project 76108 Silver Springs Parkway to Bass Lake Road (South Segment)*”, prepared and stamped by Kevin Mayol, a civil engineer for the firm of TLA Engineering and Land Development Services (hereinafter referred to as “Project”), that have been approved by the County Engineer; and

4. Assignor and Assignee have entered into that certain “*Reimbursement Agreement for the Onsite and Offsite Road Improvements for Silver Springs Development Between the County and the Developer*” for the Project, in which Article III. Assignment and Assumption of Plans and Specifications, sets forth the requirement that the ownership of the plans and specifications for the Project be assigned by the Assignor to the Assignee, and that the Assignee accept the assignment of ownership.

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

## **THE ASSIGNMENT AND ASSUMPTION**

1. 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 and Specifications entitled "*Project 76108 Silver Springs Parkway to Bass Lake Road (South Segment)*", signed and stamped by Kevin Mayol, P.E., a civil engineer employed by TLA Engineering and Land Development Services, and will obtain TLA Engineering and Land Development Services' consent to 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 TLA Engineering and Land Development Services. 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:**

**SILVER SPRINGS, LLC,**  
a California limited liability company

By: Sorrento, Inc., a California corporation  
Its managing member

By: \_\_\_\_\_  
William C. Scott, Jr.  
Chief Financial Officer

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

**ASSIGNEE:**

**COUNTY OF EL DORADO**

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

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

Board Date:

**ATTEST:**  
Kim Dawson  
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 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 TLA Engineering and Land Development Services.

**TLA ENGINEERING AND LAND  
DEVELOPMENT SERVICES.**  
a California corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Chief Financial Officer

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

**ASSIGNOR**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

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)