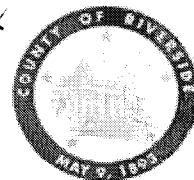


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

313A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 23, 2010

SUBJECT: Assignment and Assumption Agreement Pursuant to Development Fee Credit Agreement for Clinton Keith Road by and between Paseo 122 Limited LLC, DR Horton Los Angeles Holding Company, Inc. and the County for Tentative Tract No. 34324.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the subject Agreement by and between Paseo 122 Limited LLC, DR Horton Los Angeles Holding Company, Inc. and the County; and
- 2) Authorize the Chairman to execute the same.

BACKGROUND: DR Horton Los Angeles Holding Company, Inc. acquired 122 multifamily units of Tentative Tract No. 34324 from Paseo 122 Limited LLC which is part of the Clinton.

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A
SOURCE OF FUNDS: N/A				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: 9/23/10
DALE A. GARDNER DATE

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 3

Agenda Number:

3.34

The Honorable Board of Supervisors

RE: Assignment and Assumption Agreement Pursuant to Development Fee Credit Agreement for Clinton Keith Road by and between Paseo 122 Limited LLC, DR Horton Los Angeles Holding Company, Inc. and the County for Tentative Tract No. 34324.

September 23, 2010

Page 2 of 2

Keith Road Community Facilities District (CFD) No. 07-2. Paseo 122 Limited LLC agrees to assign to DR Horton Los Angeles Holding Company, Inc. all of its TUMF and RBBD credits up to a maximum aggregate total of \$1,087,562 under the Development Fee Credit Agreement for Clinton Keith Road. DR Horton Los Angeles Holding Company, Inc. assumes and agrees to perform all remaining duties, liabilities, obligations and responsibilities pertaining to said lots in connection with Clinton Keith Road CFD 07-2. A separate assignment and assumption agreement conveying the rights and interests from Taylor Morrison of California, LLC to Paseo 122 Limited LLC with respect to this property is being processed at the same time as this assignment.

Work Order No. B20472.

**ASSIGNMENT AND ASSUMPTION AGREEMENT PURSUANT TO
DEVELOPMENT FEE CREDIT AGREEMENT FOR CLINTON KEITH ROAD**

This ASSIGNMENT AND ASSUMPTIONS AGREEMENT PURSUANT TO DEVELOPMENT FEE CREDIT AGREEMENT FOR CLINTON KEITH ROAD ("**Assignment**") is entered into as of the Closing Date (as defined below), by and between PASEO 122 LIMITED LLC, a California limited liability company ("**Assignor**"), and D. R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("**Assignee**"), collectively the "**Parties**" with reference to the following facts:

A. Assignor and Assignee are parties to the Purchase and Sale Agreement and Escrow Instructions dated as of July 1, 2010 (as may be amended or modified from time to time, the "**Purchase Agreement**") concerning certain real property planned under an approved tentative map Tract 34324 for one hundred twenty two (122) detached condominium units, situated in the Paseo at Crown Valley in the County of Riverside, California, (the "**Property**") owned by Assignor, as further identified in the Purchase Agreement.

B. The Purchase Agreement provides that the title to the Property will be transferred from Assignor to Assignee upon Close of Escrow ("**Closing**") as defined in the Purchase Agreement.

C. Assignor, as a successor in interest, is a party to that certain Development Fee Credit Agreement for Clinton Keith Road dated as of April 30, 2007, by and between Assignor (as successor in interest to Warm Springs Investments, LTD) and the County of Riverside (as may be amended from time to time, the "Development Fee Credit Agreement").

D. Pursuant to the Purchase Agreement, Assignor has agreed to assign, all of Assignor's rights to the credits and reimbursements, if any, under the Development Fee Credit Agreement, including, without limitation to, all credits and reimbursements, if any, Assignor is entitled to under the Southwest Area Road and Bridge Benefit District (RBBD) and the Transportation Uniform Mitigation Fee Program (TUMF), as each are referenced in the Development Fee Credit Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated by reference.

2. **Assignment by Assignor.** Assignor hereby assigns to Assignee as of the Closing, all of Assignor's rights to the credits and reimbursements, if any, under the Development Fee Credit Agreement, including, without limitation to, all credits and reimbursements, if any, Assignor is entitled to under the RBBD and the TUMF, as each are referenced in the Development Fee Credit Agreement.

3. **Assumption by Assignee.** Effective upon the date of Closing, Assignee expressly assumes all responsibilities and obligations of Assignor under the Development Fee Credit Agreement, including without limitation, any indemnification obligations in favor of the County of Riverside ("County").

4. **County As Express Beneficiary.** Assignor and Assignee expressly agree that to the maximum extent permitted under California law, the County is an express intended beneficiary of the rights, duties and obligation undertaken by Assignor and Assignee under this Agreement.

5. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee and the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations and responsibilities under the Development Fee Credit Agreement for Clinton Keith Road and to be bound thereby.

6. **Further Assurances.** Assignor and Assignee each agree to execute any additional documents, and take any further actions necessary to effect or evidence the assignments set forth in Paragraph 1 hereof.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

8. **Miscellaneous.** The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.


9. **California Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of California.

[Signatures on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Closing.

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

ASSIGNOR: PASEO 122 LIMITED LLC, a California limited liability company

By:  _____
Daniel L. Stephenson, Manager

ASSIGNEE: D. R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation]

By: _____
Stephen Fitzpatrick, VP and President of the Division

COUNTY OF RIVERSIDE: By: _____
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
County Counsel

By: _____

ATTEST:
Kecia Harper-Ilhem
Clerk of the Board

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

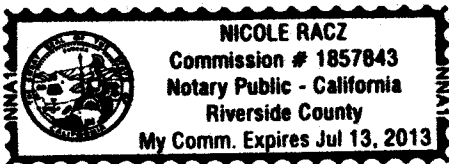
On 9/3/10 before me, Nicole Racz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel L. Stephenson
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.



Place Notary Seal Above

Signature [Handwritten Signature]
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: _____

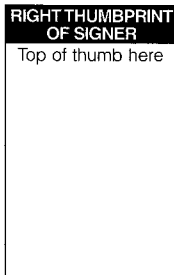
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

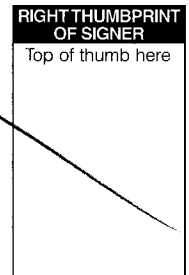
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

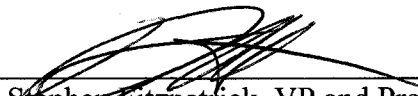
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Closing.

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

ASSIGNOR: PASEO 122 LIMITED LLC, a California limited liability company

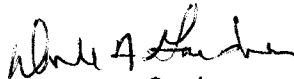
By: _____
Daniel L. Stephenson, Manager

ASSIGNEE: D. R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation]

By: _____

Stephen Fitzpatrick, VP and President of the Division

COUNTY OF RIVERSIDE: By: _____
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
County Counsel

By: _____

Dale A. Gardner

ATTEST:
Kecia Harper-Ilhem
Clerk of the Board

By: _____

STATE OF CALIFORNIA
COUNTY
OF Riverside

} SS:

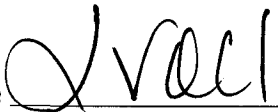
On September 7, 2010 before me, J Voll, Notary Public,
(here insert name and title of the officer)

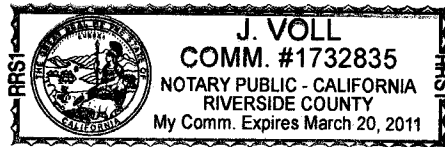
personally appeared Stephen Fitzpatrick

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 



(This area for notary stamp)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Closing.

EXECUTED by the parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

ASSIGNOR: PASEO 122 LIMITED LLC, a California limited liability company

By: _____
Daniel L. Stephenson, Manager

ASSIGNEE: D. R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____
Stephen Fitzpatrick, VP and President of the Division

COUNTY OF RIVERSIDE:

By: _____
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
County Counsel

By: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____