

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

3238



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 11, 2010

SUBJECT: Assignment and Assumption of Joint Community Facilities Agreement by and between MMH Property Holdings, LLC, Standard Pacific Corp., and the County of Riverside.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption Agreement by and between MMH Property Holdings, LLC, Standard Pacific Corp., and the County in connection with Community Facilities District 2002-06 (Morgan Hill); and
2. Authorize the Chairman to execute the same.

BACKGROUND: Standard Pacific is acquiring certain real property from MMH Property Holdings within Improvement Area "C" of Community Facilities District (CFD) No. 2002-06

Juan C. Perez
Director of Transportation

JCP:gh
(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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: March 23, 2010

xc: Transp.

Kecia Harper-Ihem

Clerk of the Board

By:

Deputy

Prev. Agn. Ref. 7/16/02, Item 3.20 | District: 3 | Agenda Number:

3.38b

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
DALE A. GARDNER
DATE: 3/10/10
Departmental Concurrence

Policy Policy

Consent Consent

Dep't Recomm.: Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: Assignment and Assumption of Joint Community Facilities Agreement by and between MMH Property Holdings, LLC, Standard Pacific Corp., and the County of Riverside.

March 11, 2010

Page 2 of 2

(Morgan Hill).

MMH Property Holdings is conveying to Standard Pacific all rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to Improvement Area "C" of CFD 2002-06 pursuant to the County Joint Community Facilities Agreement (JCFA), dated July 17, 2002 entered into by and among the County, McMillin Morgan Hill and Eastern Municipal Water District. A separate assignment and assumption agreement conveying the rights and interests from McMillin Morgan Hill to MMH Property Holdings with respect to this Property is being processed at the same time as this agreement.

Standard Pacific hereby assumes and agrees to perform any and all remaining duties, liabilities, obligations and responsibilities of MMH Property Holdings with respect to Improvement Area "C" of CFD 2002-06 as provided in the County JCFA, accruing from and after the closing date of escrow for the sale and conveyance of the Property.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No. 10-03-007
Riverside Co. Transportation

ASSIGNMENT AND ASSUMPTION OF COUNTY JCFA

THIS ASSIGNMENT AND ASSUMPTION OF COUNTY JCFA (this "Assignment") dated as of March 23, 2010 is executed by and among MMH PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Transferor"), STANDARD PACIFIC CORP., a Delaware corporation ("Transferee"), and the COUNTY OF RIVERSIDE (the "County").

RECITALS

A. This Assignment is entered into by and among Transferor, Transferee and the County in connection with Transferor's sale and conveyance to Transferee, and Transferee's purchase and acquisition from Transferor, of certain real property located in an unincorporated area of the County which is more particularly described on Exhibit "A" attached herto and incorporated herein by reference (the "Property"). The Property encompasses all the real property owned by Transferor within Improvement Area C ("Improvement Area C") of Community Facilities District No. 2002-06 (Morgan Hill) of the Eastern Municipal Water District (the "CFD").

B. The close of escrow for the sale and conveyance of the Property by Transferor to Transferee shall occur immediately following the execution of this Assignment, and this Assignment shall be effective as of such date (the "Closing Date").

C. As of the Closing Date, Transferee shall be responsible for the construction of all remaining public facilities required to be constructed as a condition of development of the Property, which public facilities will ultimately be owned, operated and maintained by the County (the "County Facilities"). The County Facilities are eligible to be financed with public funds pursuant to that certain Joint Community Facilities Agreement, dated July 17, 2002 (the "County JCFA"), entered into by and among the County, McMillin Morgan Hill, LLC ("McMillin"), and Eastern Municipal Water District (the "Water District"), which County JCFA was assigned by McMillin to Transferor.

D. In connection with the foregoing and pursuant to Section 6.4 of the County JCFA, Transferor has agreed to assign to Transferee and Transferee has agreed to assume from Transferor, all of Transferor's rights, title, interests, benefits, duties, liabilities, obligations, and responsibilities related to the Property (i.e. Improvement Area C) pursuant to the County JCFA, including the right to receive payment for the acquisition of the County Facilities relating to Improvement Area C from proceeds of any Bonds (defined in the County JCFA) generated by the CFD with respect to Improvement Area C and available to fund such assigned County Facilities for Improvement Area C, including any such County Facilities previously constructed by McMillin and/or Transferor.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Transferor, Transferee and the County agree as follows:

1. As of the Closing Date, Transferor unconditionally grants, sells, transfers, conveys and delivers to Transferee all right, title, and interest of Transferor in and to, and all

benefits accruing to Transferee under the County JCFA with respect to the Property (*i.e.* Improvement Area C), including all future rights to reimbursement for the acquisition of the County Facilities relating to Improvement Area C, including any such County Facilities previously constructed by Transferor and/or McMillin, from proceeds of any Bonds (defined in the County JCFA) generated by the CFD with respect to Improvement Area C and available to fund such assigned County Facilities for Improvement Area C (collectively, the "Assigned Rights").

2. As of the Closing Date, Transferee assumes and agrees to perform any and all remaining duties, liabilities, obligations or responsibilities of Transferor with respect to the Property (*i.e.* Improvement Area C) as provided in the County JCFA, accruing from and after the Closing Date.

3. Transferor agrees to indemnify, protect, defend and hold Transferee harmless from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from any breach or default by Transferor under the terms of the County JCFA occurring prior to the Closing Date.

4. Transferee agrees to indemnify, protect, defend and hold Transferor harmless from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from any breach or default by Transferee under the terms of the County JCFA occurring on or after the Closing Date.

5. Any notice or communication to Transferee under the County JCFA shall be given to Transferee as follows:

Standard Pacific Corp.
255 East Rincon Street, Suite 200
Corona, California 92579
Attn: August Belmont
Phone: (951) 898-5500
Fax: (951) 898-5580
Email: abelmont@stanpac.com

With a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, California 92626
Attn: F. Kevin Brazil
Phone: (714) 641-5100
Fax: (714) 546-9035
Email: kbrazil@rutan.com

6. In the event that any party hereof shall bring any action or suit against the other by reason of any breach of any of the covenants, conditions, representations, warranties, agreements or provisions contained in this Assignment, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees, as awarded by a court of competent jurisdiction.

7. This Assignment may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

8. The provisions of this Assignment shall be binding upon and inure to the benefit of the successors of Transferor, Transferee and the County. All rights, title, and interest to all benefits accruing under the County JCFA with respect to the Property (*i.e.* Improvement Area C) 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 or responsibilities under the County JCFA and to be bound thereby.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

“TRANSFEROR”

“TRANSFeree”

MMH PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

STANDARD PACIFIC CORP.,
a Delaware corporation

By: JPMORGAN CHASE BANK, N.A.,
a national banking association,
Its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“COUNTY”

COUNTY OF RIVERSIDE

Marion Ashley
Chairman, Board of Supervisors

MARION ASHLEY

ATTEST:

KECIA HARPER-IHEM, Clerk

By: *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* 3/16/10
DALE A. GARDNER DATE

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

“TRANSFEROR”

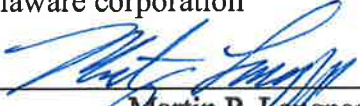
MMH PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: JPMORGAN CHASE BANK, N.A.,
a national banking association,
Its Manager

By: _____
Name: _____
Title: _____

“TRANSFeree”

STANDARD PACIFIC CORP.,
a Delaware corporation

By: 
Name: Martin P. Langpap
Title: Authorized Representative

By: 
Name: AUGUST BELMONT
Title: AUTHORIZED REPRESENTATIVE

“COUNTY”

COUNTY OF RIVERSIDE

Chairman, Board of Supervisors

WHEN DOCUMENT IS FULLY EXECUTED RETURN
TO: **3 COPY**
to: Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

“TRANSFEROR”

MMH PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: JPMORGAN CHASE BANK, N.A.,
a national banking association,
Its Manager

By: *Dottie Jensen*
Name: *Dottie Jensen*
Title: *VICE President*

“TRANSFeree”

STANDARD PACIFIC CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“COUNTY”

COUNTY OF RIVERSIDE

Chairman, Board of Supervisors

WHEN DOCUMENT IS FULLY EXECUTED RETURN

TO THE COUNTY CLERK'S COPY

to: Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CONSENT TO ASSIGNMENT

The undersigned, EASTERN MUNICIPAL WATER DISTRICT, a public agency of the State of California ("EMWD"), on behalf of itself and EASTERN MUNICIPAL WATER DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2002-06 (Morgan Hill) (the "CFD"), hereby consents to the assignment and assumption provided in the foregoing Assignment and Assumption of County JCFA, dated as of March 23, 2010, entered into by and among MMH PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Transferor") and STANDARD PACIFIC CORP., a Delaware corporation ("Transferee") and the COUNTY OF RIVERSIDE (the "County"). This Consent shall be effective as of the closing of the transaction under that certain Purchase and Sale Agreement and Joint Escrow Instructions by and between Transferor and Transferee dated as of February 19, 2010, as such agreement may be amended, restated or otherwise modified.

Dated: 3/30/10

EMWD:

EASTERN MUNICIPAL WATER DISTRICT

By: Rhonda Schisen
Name: RHONDA SCHISEN
Its: SPECIAL DISTRICTS FUNDING MANAGER

EXHIBIT A

PROPERTY DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 105, INCLUSIVE, OF TRACT MAP 30885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 30 THROUGH 39, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 30885-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 40 THROUGH 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 30885-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 50 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

PARCELS 9, 10 AND 11 AND LETTERED LOTS "A" THROUGH "E" AND "U" OF PARCEL MAP 29608, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 201, PAGES 84 THROUGH 91, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 10 OF PARCEL MAP 29608, MORE PARTICULARLY DESCRIBED IN GRANT DEED RECORDED OCTOBER 10, 2006, AS INSTRUMENT NO. 2006-0746838, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE LAND INCLUDED WITHIN TRACT MAP 30885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 30 THROUGH 39, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PARCEL 5:

BEING A PORTION OF THE LAND AS DESCRIBED IN DEED RECORDED NOVEMBER 29, 1967 AS INSTRUMENT NO. 104736 OF OFFICIAL RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO PAUBA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WHICH WAS GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860 AND RECORDED IN BOOK 1, PAGE 45 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA PER DEED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ANZA ROAD AND MORGAN HILL DRIVE, AS SHOWN ON PARCEL MAP 29608, FILED IN BOOK 201 OF PARCEL MAPS, PAGES 84 THROUGH 91, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT "B", AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG THE EASTERLY LINE OF SAID LOT "B" AND THE CENTERLINE OF ANZA ROAD SOUTH 23°51'54" EAST, (NORTH 23°53'04" WEST, A DISTANCE OF 398.27 FEET AS SHOWN ON SAID PARCEL MAP 29608) A DISTANCE OF 398.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "B" SAID POINT BEING ON THE NORTHERLY LINE OF SAID DEED, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID LINE, SOUTH 66°08'06" WEST, A DISTANCE OF 155.00 FEET TO THE WESTERLY LINE OF SAID DEED, SAID LINE ALSO BEING THE EASTERLY LINE OF PARCEL 10, AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID LINE, SOUTH 23°51'54" EAST, A DISTANCE OF 50.63 FEET;

THENCE, NORTH 66°08'06" EAST, A DISTANCE OF 155.00 FEET TO A POINT ON SAID CENTERLINE OF ANZA ROAD;

THENCE, ALONG SAID CENTERLINE, NORTH 23°51'54" WEST, A DISTANCE OF 50.63 FEET TO THE TRUE POINT OF BEGINNING.

APN: 966-170-017; 966-170-022, 024 THRU 028, 031; 966-440-001 THRU 025; 966-441-001 THRU 030; 966-450-001 THRU 032; 966-451-001 THRU 043; 966-460-001 THRU 053; 966-461-001 THRU 029; 966-470-001 THRU 027; 966-471-001 THRU 024; 966-480-001 THRU 026; 966-490-001 THRU 020; 966-491-001 THRU 015.

CHICAGO TITLE COMPANY

DOC # 2010-0151889
 04/02/2010 08:00A Fee:37.00
 Page 1 of 5 Doc T Tax Paid
 Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:**

Standard Pacific Corp.
 255 East Rincon Street, Suite 200
 Corona, California 92579
 Attention: August Belmont



APN: 966-170-017-1
 TRA 094-007

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The undersigned grantor declares:
 Documentary Transfer Tax not shown pursuant
 to Section 11932 of the Revenue and
 Taxation Code, as amended

County of Riverside

3A

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938082663-M19/106743071-X49

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, MMH PROPERTY HOLDINGS, LLC ("Grantor") hereby grants to STANDARD PACIFIC CORP., a Delaware corporation, that certain real property ("Property") in the unincorporated AREA of the County of Riverside, State of California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

This conveyance is made subject to (i) all covenants, conditions, restrictions, rights of way, easements, reservations, and other matters of record; (ii) all laws, rules and regulations governing the use and development of the Property; and (iii) all non-delinquent real property taxes and general and special assessments.

6911521v1

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 2nd day of April, 2010.

GRANTOR:

MMH PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: JPMORGAN CHASE BANK, N.A.,
a national banking association,
Its Manager

By: *Dottie Jensen*
Name: Dottie Jensen
Title: Vice President

State of California)

County of ORANGE)

On MARCH 29, 2010, before me, NELLIE NEGRON RODRIGUEZ Notary Public, personally appeared DOTTIE JENSEN, 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

Nellie Negrón Rodríguez



(seal)

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 105, INCLUSIVE, OF TRACT MAP 30885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 30 THROUGH 39, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 30885-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 50 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

PARCELS 9, 10 AND 11 AND LETTERED LOTS "A" THROUGH "E" AND "U" OF PARCEL MAP 29608, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 201, PAGES 84 THROUGH 91, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 10 OF PARCEL MAP 29608, MORE PARTICULARLY DESCRIBED IN GRANT DEED RECORDED OCTOBER 10, 2006, AS INSTRUMENT NO. 2006-0746838, OF OFFICIAL RECORDS.

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EXHIBIT "A"
TO GRANT DEED

6911521v1

PARCEL 5:

BEING A PORTION OF THE LAND AS DESCRIBED IN DEED RECORDED NOVEMBER 29, 1967 AS INSTRUMENT NO. 104736 OF OFFICIAL RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO PAUBA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WHICH WAS GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860 AND RECORDED IN BOOK 1, PAGE 45 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA PER DEED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ANZA ROAD AND MORGAN HILL DRIVE, AS SHOWN ON PARCEL MAP 29608, FILED IN BOOK 201 OF PARCEL MAPS, PAGES 84 THROUGH 91, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT "B", AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG THE EASTERLY LINE OF SAID LOT "B" AND THE CENTERLINE OF ANZA ROAD SOUTH 23°51'54" EAST, (NORTH 23°53'04" WEST, A DISTANCE OF 398.27 FEET AS SHOWN ON SAID PARCEL MAP 29608) A DISTANCE OF 398.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "B" SAID POINT BEING ON THE NORTHERLY LINE OF SAID DEED, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID LINE, SOUTH 66°08'06" WEST, A DISTANCE OF 155.00 FEET TO THE WESTERLY LINE OF SAID DEED, SAID LINE ALSO BEING THE EASTERLY LINE OF PARCEL 10, AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID LINE, SOUTH 23°51'54" EAST, A DISTANCE OF 50.63 FEET;

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THENCE, ALONG SAID CENTERLINE, NORTH 23°51'54" WEST, A DISTANCE OF 50.63 FEET TO THE TRUE POINT OF BEGINNING.

APN: 966-170-017; 966-170-022, 024 THRU 028, 031; 966-440-001 THRU 025; 966-441-001 THRU 030; 966-450-001 THRU 032; 966-451-001 THRU 043; 966-460-001 THRU 053; 966-461-001 THRU 029; 966-470-001 THRU 027; 966-471-001 THRU 024; 966-480-001 THRU 026; 966-490-001 THRU 020; 966-491-001 THRU 015. 966-170-017-1

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0911521v1

CHICAGO TITLE COMPANY

DOC # 2010-0151890
04/02/2010 08:00A Fee:30.00
Page 1 of 8
Recorded in Official Records
County of Riverside
Larry H. Ward
Assessor, County Clerk & Recorder

When recorded mail to:

Standard Pacific Corp.
255 East Rincon Street, Suite 200
Corona, California 92579
Attention: August Belmont



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935082660-119/106743071-X49

ASSIGNMENT OF DECLARANT'S RIGHTS

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This Assignment of Declarant's Rights (the "Assignment") is made this 2 day of April, 2010, by MMH PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Assignor") and STANDARD PACIFIC CORP., a Delaware corporation ("Assignee").

RECITALS:

A. Assignor is the Declarant under that certain Declaration of Restrictions for Morgan Hill, recorded on June 16, 2003 as Instrument No. 2003-437793 in the Official Records of Riverside County, California (the "Declaration"). The Declaration encumbers certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Assignor contemporaneously herewith is conveying to Assignee the Property.

C. Assignor desires to assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest as Declarant in and to the Declaration, subject to the terms and conditions set forth in this Assignment.

ASSIGNMENT AND ASSUMPTION:

NOW, THEREFORE, Assignor and Assignee agree and provide notice as follows:

1. Assignment and Assumption. As of the recordation of this Assignment, Assignor conveys, transfers and assigns to Assignee, its successors and assigns, all rights, privileges, exemptions, powers, title, interest, obligations, duties and responsibilities of Assignor as Declarant under the Declaration and Assignee hereby accepts said assignment and assumes all of Assignor's rights, privileges, exemptions, powers, title, interest, obligations, duties and responsibilities as Declarant under the Declaration.

2. Indemnification. Assignor shall indemnify, protect, defend and hold Assignee harmless from all losses, damages, claims, liabilities, demands, costs, offset rights and expenses, including, without limitation, attorneys' fees arising out of any failure of Assignor to keep, perform and discharge all of the obligations under the Declaration which accrue prior to the Effective Date.

3. Runs with the Land. All matters contained in this Assignment shall bind all current and successor owners of the Property or any portion thereof, or any person having any interest in the Property, and shall operate as covenants running with the Property.

4. Attorneys' Fees. If a party to this Assignment shall bring any action, suit, counterclaim, appeal or arbitration proceeding against the other party, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (referred to herein as an "Action"), the non-prevailing party in such Action shall pay to the prevailing party in such Action a reasonable sum for the prevailing party's attorneys' fees and expenses incurred in prosecuting or defending such Action and/or enforcing any judgment, order, ruling or award (referred to herein as a "Decision"), granted therein, all of which shall be deemed to have accrued from the commencement of such Action. Any Decision entered into in such Action shall contain a specific provision providing for the recovery of attorneys' fees and expenses incurred in obtaining and enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and expenses upon the request of any party. For purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in connection with (1) post judgment motions and collection actions, (2) contempt proceedings, (3) garnishment, levy and debtor and third party examination, (4) discovery and (5) bankruptcy litigation.

5. Governing Law. This Assignment shall be governed by and construed under the laws of the State of California without giving effect to the principles of conflict of laws thereof.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

7. Required Actions. Assignee and Assignor agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to effect the purpose and intent of this Assignment.

8. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Assignment shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

9. Capitalized Terms. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Declaration.

10. Effective Date. This Assignment takes effect upon its recording in the public records.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW]

STANDARD PACIFIC CORP.,
a Delaware corporation

By: [Signature]
Name: Martin P. Langpap
Title: Authorized Representative

By: [Signature]
Name: AUGUST BELMONT
Title: AUTHORIZED REPRESENTATIVE

"Assignee"

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On March 31, 2010, before me, Sarah McPherson, Notary Public, personally appeared Martin P. Langpap + August Belmont 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]
Notary Public

[SEAL]



EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THROUGH 105, INCLUSIVE, OF TRACT MAP 30885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 30 THROUGH 39, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 30885-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 40 THROUGH 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 30885-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 50 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

PARCELS 9, 10 AND 11 AND LETTERED LOTS "A" THROUGH "E" AND "U" OF PARCEL MAP 29608, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 201, PAGES 84 THROUGH 91, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 10 OF PARCEL MAP 29608, MORE PARTICULARLY DESCRIBED IN GRANT DEED RECORDED OCTOBER 10, 2006, AS INSTRUMENT NO. 2006-0746838, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE LAND INCLUDED WITHIN TRACT MAP 30885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 30 THROUGH 39, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE LAND INCLUDED WITHIN TRACT MAP 30885-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 40 THROUGH 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE LAND INCLUDED WITHIN TRACT MAP 30885-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 408, PAGES 50 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

BEING A PORTION OF THE LAND AS DESCRIBED IN DEED RECORDED NOVEMBER 29, 1967 AS INSTRUMENT NO. 104736 OF OFFICIAL RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO PAUBA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WHICH WAS GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860 AND RECORDED IN BOOK 1, PAGE 45 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA PER DEED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ANZA ROAD AND MORGAN HILL DRIVE, AS SHOWN ON PARCEL MAP 29608, FILED IN BOOK 201 OF PARCEL MAPS, PAGES 84 THROUGH 91, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT "B", AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG THE EASTERLY LINE OF SAID LOT "B" AND THE CENTERLINE OF ANZA ROAD SOUTH 23°51'54" EAST, (NORTH 23°53'04" WEST, A DISTANCE OF 398.27 FEET AS SHOWN ON SAID PARCEL MAP 29608) A DISTANCE OF 398.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "B" SAID POINT BEING ON THE NORTHERLY LINE OF SAID DEED, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID LINE, SOUTH 66°08'06" WEST, A DISTANCE OF 155.00 FEET TO THE WESTERLY LINE OF SAID DEED, SAID LINE ALSO BEING THE EASTERLY LINE OF PARCEL 10, AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID LINE, SOUTH 23°51'54" EAST, A DISTANCE OF 50.63 FEET;

THENCE, NORTH 66°08'06" EAST, A DISTANCE OF 155.00 FEET TO A POINT ON SAID CENTERLINE OF ANZA ROAD;

THENCE, ALONG SAID CENTERLINE, NORTH 23°51'54" WEST, A DISTANCE OF 50.63 FEET TO THE TRUE POINT OF BEGINNING.

APN: 966-170-017; 966-170-022, 024 THRU 028, 031; 966-440-001 THRU 025; 966-441-001 THRU 030; 966-450-001 THRU 032; 966-451-001 THRU 043; 966-460-001 THRU 053; 966-461-001 THRU 029; 966-470-001 THRU 027; 966-471-001 THRU 024; 966-480-001 THRU 026; 966-490-001 THRU 020; 966-491-001 THRU 015.