

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

Mission Springs Water District
Attn: Arden Wallum,
Secretary to the Board of Directors
66575 Second Street
Desert Hot Springs, CA 92240

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM FEES (GOVT. CODE 6103)

**PARTIAL ASSIGNMENT AND ASSUMPTION OF PUBLIC WATER SYSTEM
IMPROVEMENT AND WATER SERVICE CONNECTION FEE
CREDIT/REIMBURSEMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF PUBLIC WATER SYSTEM IMPROVEMENT AND WATER SERVICE CONNECTION FEE CREDIT/REIMBURSEMENT AGREEMENT ("**Assignment**") is entered into this _____ day of _____, 20__ ("Effective Date") by and between SKYBORNE VENTURES, LLC, a California limited liability company (formerly SKYBORNE VENTURES, LLC, a Delaware limited liability company) (herein "**Assignor Developer**") and LENNAR HOMES OF CALIFORNIA, LLC a California corporation ("**Assignee Developer**").

Recitals

A. The Assignor Developer and Mission Springs Water District ("**District**") are parties to that certain PUBLIC WATER SYSTEM IMPROVEMENT AND WATER SERVICE CONNECTION FEE CREDIT/REIMBURSEMENT AGREEMENT dated August 30, 2006, recorded as Document No. 0784841 (the "**Original Agreement**"), as amended by that certain First Amendment dated March 27, 2007, recorded as Document No. 0213347 (the "**First Amendment**") as amended by that certain Second Amendment dated March 18, 2015, recorded as Document No. 0358292 (the "**Second Amendment**") and that certain Third Amendment dated November 15, 2021, recorded as Document No. 0688461 (the "**Third Amendment**"), concerning that certain real property more particularly described therein (the "**Property**"). The Original Agreement, collectively with the First Amendment, Second Amendment and Third Amendment, are referred to herein as the "**Agreement.**" Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

B. The Assignor Developer desires to partially assign its rights and obligations under the Agreement to Assignee Developer, subject to the terms and conditions contained in this Assignment.

C. Assignee Developer acquired fee title to certain real property making up a portion of the Property, as that term is defined in the Agreement, by Grant Deed recorded December 21, 2021, as Document No. 0749852, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof by this reference ("**Transferred Property**"). The Transferred Property consists of one

hundred and eight (108) residential lots within the phase of the Project known as Village 2 (Hopewell).

D. Assignee Developer desires to assume certain of the Assignor Developer's obligations and other terms and conditions under the Agreement on the Effective Date relating to the Transferred Property.

Agreements

NOW, THEREFORE, THE ASSIGNOR DEVELOPER AND ASSIGNEE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. The Assignor Developer hereby assigns to Assignee Developer its rights and obligations under the Agreement as the same relate to the Transferred Property only. Assignee Developer hereby assumes all of the burdens and obligations of the "Developer" under the Agreement with respect to the Transferred Property, and agrees to observe and fully perform all of the duties and obligations of the "Developer" under the Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof, it being the express intention of both the Assignee Developer and Assignor Developer that the Assignee Developer and the Assignor Developer shall be jointly and severally liable under the Agreement for the obligations of the "Developer" under the Agreement that relate to the Transferred Property. It is further the intent of the Assignor Developer and the Assignee Developer that the Assignor Developer remain liable for any and all obligations under the Agreement without respect to this Assignment and that the Assignor Developer shall perform all the obligations of the Developer under the Agreement at the request of the District.

2. Assignor Developer hereby assigns to Assignee Developer some but not all of its fee credits under the Agreement as provided herein. Assignor Developer and Assignee Developer hereby acknowledge the fee credits subject to this Assignment are Water Connection Fee Credits in the amount of **Four Hundred Seventy Thousand One Hundred Twenty-Four (\$470,124.00)** which is the amount of the current Water Connection Fee of Four Thousand Three Hundred Fifty-Three Dollars (\$4,353.00) multiplied by one hundred-eight (108) which shall be applied to 108 lots in Village 2 (Hopewell) per attached **Exhibit "B"** (collectively, the "**Assigned Fee Credits**"). Assignee Developer intends to use all of the fee credits within one hundred and eighty (180) days of the execution of this Agreement and no connection fee increases are anticipated within one hundred and eighty (180) days. However, for the sake of clarity, if the fee credits are not used and a subsequent fee increase is implemented by the District Board, the increased fee will apply. Nothing in this Agreement is intended to freeze the amount of the Water Connection Fees that may be charged by the District. The Assigned Fee Credits shall expire when the Agreement expires or terminates, and the reimbursement rights associated with the Assigned Fee Credits shall expire as provided in the Agreement including Section 9 of the Second Amendment. The forgoing assignment of the Assigned Fee Credits is subject to all provisions of the Agreement including, but not limited to, Section 16 of the Second Amendment and Sections 28 and 29 of the Original Agreement. Further, the District will have no liability to Assignee Developer if the Assigned Fee Credits cannot be used as a result of a violation of the Agreement, as amended, or as a result of its expiration. Following approval of this Assignment, the amount of fee credits assigned hereby will be transferred on the books of the District and will no longer be available to Assignor Developer.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

4. The District shall have the right to look solely to Assignor Developer with regard to the performance of obligations under the Agreement including, but not limited to, completion of all Improvements, as that term is defined in the Agreement, and the Assignee Developer shall, in addition, be jointly and severally liable for those obligations which reasonably relate to the Transferred Property, as determined by District in its sole and absolute discretion.

5. The District shall rely upon this Assignment in consenting to the assignment of the Transferred Property hereunder; provided, that unless and until the District Board of Directors has duly adopted a resolution expressly consenting hereto, the assignment herein shall not be deemed a permitted assignment under Section 16 of the Second Amendment, and the Assignee Developer shall not have the status of a recognized assignee under the Agreement. The District is a third party beneficiary of this Assignment. Any further assignment of any of the rights under this Assignment is subject to the consent and other requirements of Second Amendment.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR DEVELOPER: SKYBORNE VENTURES, LLC, a California limited liability company	ASSIGNEE DEVELOPER: LENNAR HOMES OF CALIFORNIA, LLC, a California corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ACKNOWLEDGMENT BY ASSIGNOR DEVELOPER
OF PARTIAL ASSIGNMENT AND ASSUMPTION OF PUBLIC WATER SYSTEM
IMPROVEMENT AND WATER SERVICE CONNECTION FEE
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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 _____) SS

On _____ before me, _____, Notary Public, in and for said State, 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)
Notary Public

**ACKNOWLEDGMENT BY ASSIGNEE DEVELOPER
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County of _____) SS.

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WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

CONSENT OF DISTRICT

The assignment provided for in the Assignment to which this Consent is attached is consented to by the Mission Springs Water District **by Resolution No. 2022-XX**. No consent or assignment shall occur until such a Resolution is duly adopted by the District Board of Directors. The District is a third party beneficiary to the applicable provisions of the Assignment.

DISTRICT:
MISSION SPRINGS WATER DISTRICT

By: _____

Name: Russ Martin

Title: President of the Board of Directors

Date: _____

Attest: _____

Name: Arden Wallum

Title: Secretary to the Board of Directors

Date: _____

**ACKNOWLEDGMENT BY DISTRICT
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State of California)
County of Riverside) SS

On _____ before me, _____, Notary Public, in and for said State, personally appeared Russ Martin 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.

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State of California)
County of _____) SS.

On _____ before me, _____, Notary Public, in and for said State, personally appeared Arden Wallum 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.

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Signature _____ (Seal)
Notary Public

Exhibit "A"
(GRANT DEED)

Exhibit "B"
(BREAKDOWN OF ASSIGNED FEE CREDITS AND MAP)