

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

City Ventures, LLC  
1900 Quail Street  
Newport Beach, CA 92660  
Attn: R. Mark Buckland

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: TVERBA

(Space Above For Recorder's Use)

NC3 210165

### ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment") is made as of December 21, 2012 ("Effective Date"), by and between Sunny-Cal Egg & Poultry Company, a California corporation ("Assignor"), and CV Communities, LLC, a Delaware limited liability company ("Assignee").

#### RECITALS

A. Assignor is the owner of certain real property in Riverside County, California more particularly described on Exhibit "A" attached hereto ("Property").

B. Assignor is an "Owner" under that certain Pre-Annexation and Development Agreement No. 06-DA-01, entered into to be effective on September 18, 2007, between the City of Beaumont, a municipal corporation organized and existing under the laws of the State of California ("City"), Assignor and Manheim, Manheim & Berman, a California general partnership, recorded on October 18, 2012, as Document No. 2012-0497525, in the Official Records of the County Recorder of Riverside County, California (the "Development Agreement").

C. Assignor is selling the Property to Assignee and Assignor desires to assign to Assignee all of its rights and obligations under the Development Agreement relating to the Property, and Assignee wishes to accept such assignment as more particularly set forth below.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby transfer and assign to Assignee all of its right, title and interest in and to, and obligations under, the Development Agreement (and all documents and instruments relating to or implementing the Development Agreement) with respect to the Property.

h

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ASSIGNMENT AND ASSUMPTION  
OF DEVELOPMENT AGREEMENT

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RECITALS

A. Assignor is the owner of certain real property in Riverside County, California more particularly described on Exhibit "A" attached hereto ("Property").

B. Assignor is an "Owner" under that certain Pre-Annexation and Development Agreement No. 06-DA-01, entered into to be effective on September 18, 2007, between the City of Beaumont, a municipal corporation organized and existing under the laws of the State of California ("City"), Assignor and Manheim, Manheim & Berman, a California general partnership, recorded on October 18, 2012, as Document No. 2012-0497525, in the Official Records of the County Recorder of Riverside County, California (the "Development Agreement").

C. Assignor is selling the Property to Assignee and Assignor desires to assign to Assignee all of its rights and obligations under the Development Agreement relating to the Property, and Assignee wishes to accept such assignment as more particularly set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby transfer and assign to Assignee all of its right, title and interest in and to, and obligations under, the Development Agreement (and all documents and instruments relating to or implementing the Development Agreement) with respect to the Property.

2. Assumption. Assignee hereby accepts said assignment and agrees to keep, perform and be bound by all the terms, covenants and conditions contained in the Development Agreement (and all documents and instruments relating to or implementing the Development Agreement) relating to the Property on the part of the "Owner" therein, first arising on and after the Effective Date, as though Assignee were the original "Owner" under the Development Agreement.

3. Miscellaneous. This Assignment can only be amended only by an amendment in writing signed by all the parties, and any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. This Assignment is intended to be the final expression of the parties' agreement and supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to the within subject matter. There are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the Effective Date.

"Assignor"

"Assignee"

Sunny-Cal Egg & Poultry Company,  
a California corporation

CV Communities, LLC,  
a Delaware limited liability company

By: Kathi L. Berman VP  
Kathi L. Berman, Vice President

By: August Belmont  
August Belmont, President

By: Michael G. Manheim  
Michael G. Manheim, President

By: Mark Buckland R.  
Mark Buckland  
Chief Executive Officer

ACKNOWLEDGMENT BY SECOND OWNER

As the second "Owner" under the Development Agreement, but not the owner and seller of the Property, the undersigned hereby acknowledges and agrees to this Assignment to the extent such agreement is necessary for its effectiveness.

Manheim, Manheim & Berman, a California  
general partnership

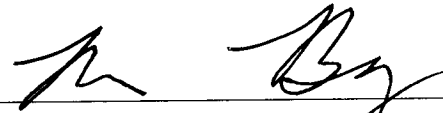
By: Kathi Berman  
Title: VP

CONSENT TO ASSIGNMENT

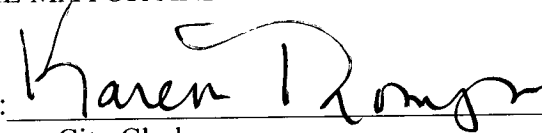
City hereby consents to and approves the Assignment, which consent is conditioned on the purchase of the Property by Assignee and shall be effective on the effective date of the Development Agreement.

“City”

The City of Beaumont, a municipal corporation organized and existing under the laws of the State of California

By:   
Title: Mayor City Council

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MAYOR AND THE CITY COUNCIL

By:   
City Clerk

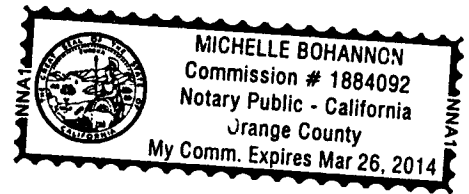
State of California )  
County of Orange ) ss.

On December 17, 2012, before me, Michelle Bohannon, Notary Public, personally appeared August Belmont & Mark Buckland, 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 Michelle Bohannon (Seal)



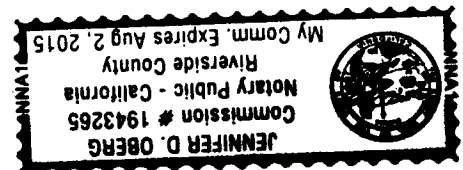
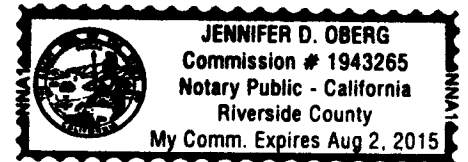
State of California )  
County of Riverside ) ss.

On December 18, 2012, before me, Jennifer D. Oberg, Notary Public, personally appeared Kathi L. Birman and Michael G. Hankin, 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 Jennifer D. Oberg (Seal)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 12/18/2012 before me, Chelsea Sinske Notary Public  
(Here insert name and title of the officer)

personally appeared Roger Berg

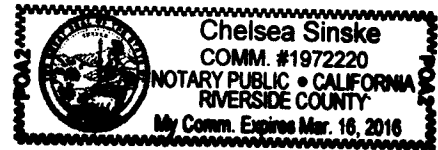
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### 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

### DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment & Assumption  
(Title or description of attached document)  
of development agreement  
(Title or description of attached document continued)

Number of Pages 7 Document Date 12/18/12

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

**Exhibit "A"**  
**to**  
**Assignment and Assumption of Development Agreement**

**Description of the Property**

That certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

**PARCEL ONE:**

THE WESTERLY 208.71 FEET OF THE NORTHERLY 1,073.55 FEET OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN WOODLAND AVENUE, NOW CHERRY VALLEY BOULEVARD.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 14, 1974 AS INSTRUMENT NO. 146636.

**PARCEL TWO:**

THAT PORTION OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF SECTION 29, SAID POINT BEING ALSO A POINT IN THE CENTER OF WOODLAND AVENUE;

THENCE NORTH 89° 33' 30" EAST ON THE CENTER LINE OF WOODLAND AVENUE, 786.12 FEET, MORE OR LESS, TO A POINT DISTANT SOUTH 89° 33' 30" WEST, 791 FEET, FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO J. VINCENT HANNON AND JEREMIAH C. HANNON BY DEED RECORDED JANUARY 28, 1909 IN BOOK 276, PAGE 324 OF DEEDS, RIVERSIDE COUNTY RECORDS;

THENCE SOUTH 0° 28' 50" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL CONVEYED TO HANNON, 1975 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO MELVIN F. KLAGUOS AND PAULINE M. KLAGUOS, HUSBAND AND WIFE BY DEED RECORDED AUGUST 4, 1959 AS INSTRUMENT NO. 67500;

THENCE WESTERLY ON THE NORTHERLY LINE OF SAID PARCEL  
CONVEYED TO KLAGUOS TO A POINT IN THE WEST LINE OF SAID SECTION  
29;

THENCE NORTH 0° 07' 40" EAST ON THE WEST LINE OF SAID SECTION 29,  
TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WESTERLY 208.71 FEET OF THE NORTHERLY  
1,073.55 FEET; ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN  
WOODLAND AVENUE, NOW CHERRY VALLEY BOULEVARD.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE  
BY DEED RECORDED NOVEMBER 14, 1974 AS INSTRUMENT NO. 146646.

PARCEL TWO A:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2  
SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE  
OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID  
SOUTHWEST QUARTER DISTANT SOUTH 89° 33' 30" WEST, 791 FEET FROM  
THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND  
CONVEYED TO J. VINCENT HANNAN BY DEED RECORDED JANUARY 28,  
1909 IN BOOK 276, PAGE 324 OF DEEDS, RIVERSIDE COUNTY RECORDS;  
SAID POINT ALSO BEING DISTANT NORTH 89° 33' 30" EAST 786.12 FEET  
FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID  
SECTION;

THENCE SOUTH 0° 28' 50" WEST, PARALLEL WITH THE WEST LINE OF THE  
PARCEL CONVEYED TO J. VINCENT HANNON 313.5 FEET TO THE TRUE  
POINT OF BEGINNING;

THENCE EASTERLY ON SAID SOUTHERLY LINE OF THE PARCEL  
CONVEYED TO GEORGEOUS GEORGE AND ELIZABETH B. GEORGE, BY  
DEED FILED FOR RECORD AUGUST 21, 1952 AS INSTRUMENT NO. 35786, IN  
BOOK 1394 PAGE 352 OFFICIAL RECORDS, 11 FEET;

THENCE SOUTHERLY 1, 221.5 FEET TO A POINT ON THE SOUTHERLY LINE  
OF THAT CERTAIN PARCEL CONVEYED TO FRANK J. FABIAN AND MARY R.  
FABIAN BY DEED RECORDED NOVEMBER 4, 1939 IN BOOK 434, PAGE 587 OF  
OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS, 20.5 FEET OF THE  
SOUTHWEST CORNER OF SAID PARCEL SO CONVEYED TO FRANK J.  
FABIAN AND WIFE;



THENCE WEST ON SAID SOUTH LINE 20.5 FEET;

THENCE NORTH 1,221.5 FEET TO THE POINT OF BEGINNING.

PARCEL TWO C:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER DISTANT SOUTH  $89^{\circ} 33' 30''$  WEST, 791 FEET FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO J. VINCENT HANNON BY DEED RECORDED JANUARY 28, 1909 IN BOOK 276, PAGE 324 OF DEEDS, RIVERSIDE COUNTY RECORDS; SAID POINT ALSO BEING DISTANT NORTH  $89^{\circ} 33' 30''$  EAST 786.12 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH  $0^{\circ} 28' 50''$  WEST, PARALLEL WITH THE WEST LINE OF THE PARCEL CONVEYED TO J. VINCENT HANNON 313.4 FEET;

THENCE NORTH  $89^{\circ} 33' 30''$  EAST, 30 FEET;

THENCE NORTH  $0^{\circ} 28' 50''$  EAST, 313.4 FEET, TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH  $89^{\circ} 33' 30''$  WEST, 30 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET IN WOODLAND AVENUE, NOW CHERRY VALLEY BOULEVARD.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 14, 1974 AS INSTRUMENT NO. 146646.

PARCEL THREE:

PARCELS 1 TO 5, INCLUSIVE, AND 7, AND LOTS A TO K, INCLUSIVE OF PARCEL MAP NO. 12218, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN PARCEL MAP BOOK 85, PAGE 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.