

ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (Assignment), dated for reference purposes only as of _____, _____, is made by and among the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (District), a California Special District; Grantee [Name], a [type of entity]; and Assignee [Name], a [type of entity].

RECITALS

- A. On _____, _____, Grantee and the District entered into Grant Agreement [XXXX-XX-XXXX] (Grant Agreement), for the [Project Name] (Project).
- B. Following completion of the Project, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement. The District is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.
- C. Assignee has agreed to execute, record and submit to the District, a Deed Restriction concurrently with this Assignment to provide constructive notice of the obligations of Assignee as Grantee under the Grant Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the District hereby agree to the following:

1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, title, interest, and obligations as Grantee under the Grant Agreement. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.
2. **Consent to Assignment, Assumption and Release.** District consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee under the Grant Agreement.
3. **Deed Restriction.** Assignee agrees to execute, record and submit to the District, a Deed Restriction concurrently with this Assignment.
4. **Use of Real Property.** It is the intent of the parties that the Property shall be used, operated, maintained and managed in accordance with the Grant Agreement. The property shall not be

sold, transferred, exchanged or otherwise conveyed (including any portion of it or any interest in it) (each, a "Transfer") except in compliance with Sections O.1 and O.2 of the Grant Agreement.

5. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date) and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the District shall be those set forth in the Grant Agreement.

6. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

SAMPLE

IN WITNESS WHEREOF, District, Grantee, and Assignee have executed this Assignment and Assumption of Grant Agreement as set forth below.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a California Special District

Dated: _____

By: _____
Director / Administrator
Regional Park and Open Space District

GRANTEE [Name], a [*type of entity*]

Dated: _____

By: _____
[Name]
[Title]

ASSIGNEE [Name], a [*type of entity*]

Dated: _____

By: _____
[Name]
[Title]