

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

CITY OF CARSON
701 E Carson Street
Carson, CA 90745
Attn: City Clerk

APNs. 7315-039-011 & 012

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PER GOV. CODE §27383

**ASSIGNMENT, ASSUMPTION AGREEMENT AND CONSENT TO
TRANSFER OF DISPOSITION AND DEVELOPMENT AGREEMENT**

As of the date of recordation of this Assignment, Assumption Agreement and Consent to Transfer of Disposition and Development Agreement (this "**Agreement**") in the Official Records of Los Angeles County, State of California ("**Effective Date**"), LITHIA REAL ESTATE, INC., an Oregon corporation ("**Assuming Developer**") assumes all obligations under that certain Disposition and Development Agreement dated July 6, 2010 originally made by HILLAND REAL ESTATE, LLC, a California limited liability company ("**Original Developer**") in favor of the CARSON REDEVELOPMENT AGENCY ("**DDA**") which was referenced in that certain Grant Deed executed as July 27, 2010 and recorded on July 30, 2010 as Instrument No. 20101055192 in the Official Records of Los Angeles County against the real property commonly described as 1505 East 223rd Street in the City of Carson and legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**"). The DDA involves the development and continued operation of a retail car facility and automobile dealership at the Property.

As of the Effective Date, Original Developer assigns all obligations and duties of Developer under the DDA to the Assuming Developer, and Assuming Developer assumes all obligations and duties of Original Developer from and after the Effective Date.

As of the Effective Date, Assuming Developer is leasing the Property to LAD-CARSON-N, LLC, a California limited liability company dba Carson Nissan which is a subsidiary of Assuming Developer and will operate the dealership.

As of the Effective Date, City of Carson as Successor Agency to the Carson Redevelopment Agency ("**Successor Agency**") consents to this assignment and assumption of the DDA and to the leasing of the Property to LAD CARSON - N, LLC, and hereby releases Original Developer from its duties and obligations from and after the Effective Date.

Except as specifically modified by this Agreement, all terms and obligations under the DDA shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified below.

ORIGINAL DEVELOPER:

HILLAND REAL ESTATE, LLC,
a California limited liability company

By: _____
Carole Shammass, Manager

ASSUMING DEVELOPER:

LITHIA REAL ESTATE, INC.,
an Oregon corporation

By: _____
Name: _____
Title: _____

SUCCESSOR AGENCY:

CITY OF CARSON ACTING AS
SUCCESSOR AGENCY TO THE
CARSON REDEVELOPMENT AGENCY

By: _____
Albert Robles, Chair

Dated: _____, 2017

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny Soltani
Counsel to Successor Agency

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Carson, County of Los Angeles, State of California legal described as:

THAT PORTION OF LOTS 51 AND 52 OF TRACT NO. 4546, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 223RD STREET (FORMERLY WILMINGTON STREET) AND LUCERNE STREET AS SAID STREETS ARE SHOWN ON A RECORD OF SURVEY FILED IN BOOK 87 PAGE 51 OF RECORDS OF SURVEY OF SAID COUNTY; THENCE EASTERLY ALONG THE CENTERLINE OF SAID 223RD STREET NORTH 89° 44' 50" EAST 1236.00 FEET; THENCE NORTH 00° 17' 00" WEST 33.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 33.00 FEET NORTHERLY OF SAID CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTH 00° 17' 00" WEST 400.42 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK D-702, PAGE 520 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89° 43' 51" EAST 84.00 FEET; THENCE NORTH 00° 17' 00" WEST 0.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK D-794, PAGE 401 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89° 45' 03" EAST 193.95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 699 AS DESCRIBED IN DEED TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RECORDED IN BOOK D-2476 PAGE 854 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 59° 07' 30" EAST 429.08 FEET AND SOUTH 41° 23' 38" EAST 33.02 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 1 AS DESCRIBED IN DEED TO PACIFIC ELECTRIC RAILWAY COMPANY RECORDED IN BOOK D-1794, PAGE 473 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

SOUTH 63° 56' 19" WEST 7.34 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 373.39 FEET, SOUTHWESTERLY ALONG SAID CURVE 193.99 FEET THROUGH A CENTRAL ANGLE OF 29° 46' 04" AND SOUTH 34° 10' 15" WEST 30.92 FEET TO A POINT ON SAID PARALLEL LINE; THENCE WESTERLY ALONG SAID PARALLEL LINE SOUTH 89° 44' 50" WEST 497.23 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED AS "PARCEL 1" ON THE NOTICE OF LOT LINE ADJUSTMENT LOT LINE ADJUSTMENT NO. 190-04 CERTIFICATE OF COMPLIANCE RECORDED AUGUST 11, 2004 AS INSTRUMENT NO. 04-2061006, OFFICIAL RECORDS.

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)
) ss.
COUNTY OF _____)

On _____, 201_ before me, _____, a notary public, 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.

Notary Public

SEAL:

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.

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SEAL: