

ATTACHMENT NO. 7

ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is hereby made as of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("\_\_\_\_\_"), and \_\_\_\_\_, a California limited liability company ("Assignee").

*RECITALS*

A. Assignor and the Glendale Redevelopment Agency (the "Agency") have entered a Disposition and Development Agreement dated \_\_\_\_\_, 2004 (the "DDA"). Pursuant to the DDA, the Agency agreed to convey [or conveyed] to the Assignor a parcel of real property referred to in the DDA as the "Site," and the Assignor agreed to construct [among other things] \_\_\_\_\_ thereon.

B. Assignor and Assignee desire to provide by this Assignment for Assignor to assign to Assignee all of its rights and obligations under the DDA and for Assignee to accept such assignment and assume all rights and obligations thereunder.

C. Pursuant to Section 103 of the DDA, Agency approval of a Transfer of Assignor's interest in the DDA is required in connection with the construction of \_\_\_\_\_.

D. The parties also desire for Agency to consent to such assignment and assumption, and acknowledge that such assignment and assumption is permitted pursuant to Section 103 of the DDA.

**NOW, THEREFORE**, Assignor and Assignee hereby agree as follows:

**1. Assignment and Assumption.** Assignor hereby assigns to Assignee all of its right, title and interest in and to the DDA, and Assignee hereby accepts such assignment and assumes performance of all terms, covenants and conditions on the part of Assignor to be performed, occurring or arising under the DDA, from and after the date hereof with respect to \_\_\_\_\_.

**2. Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns and Agency as third party beneficiary hereof.

**3. Governing Law.** This Assignment has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with the laws of the State of California.

**4. Further Assurances.** Each party hereto covenants and agrees to perform all acts and things, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this Assignment.

**NOW, THEREFORE**, the parties hereto have executed this Assignment as of the date set forth above.

**ASSIGNOR:**

\_\_\_\_\_, a  
California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## CONSENT OF AGENCY TO ASSIGNMENT

Agency hereby acknowledges and consents to the above assignment, and releases Assignor from any further liability under the DDA, except in Assignor's capacity as a member of Assignee.

**GLENDALE REDEVELOPMENT AGENCY**, a  
public body, corporate and politic

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Agency General Counsel

**STRADLING YOCCA CARLSON & RAUTH**

\_\_\_\_\_  
Agency Special Counsel